#### **NOTICE TO PARTICIPANTS IN**

## KOAM ENGINEERING SYSTEMS, INC. EMPLOYEE STOCK OWNERSHIP PLAN AND TRUST AGREEMENT

The beneficiary of your plan benefits will be your spouse (even if your existing beneficiary designation names someone else), unless you now designate a beneficiary other than your spouse of all or part of your plan benefits and your spouse consents to this designation (all signatures must be executed before a notary public). The beneficiary designation form attached provides a place for your spouse to consent to a beneficiary designation of someone other than himself or herself and a place for the notary public. Please use it if you want to designate a beneficiary other than your spouse.

### **DESIGNATION OF BENEFICIARY FOR**

# KOAM ENGINEERING SYSTEMS, INC. EMPLOYEE STOCK OWNERSHIP PLAN AND TRUST AGREEMENT

Employee's Name	Employee's Social S	Security Number
	PRIMARY BENEFICIARY	
I designate as the entitled under the Plan and Transport	e primary beneficiary to receive the ust:	e amount to which I am
Name of Pr	imary Beneficiary	
Address:	Relationsh	ip:
CC	ONTINGENT BENEFICIARIES	
deaths should occur simultane such events, I designate below and Trust, who shall be entitled	he (or she) should predecease me, ously, or in a common disaster or cay my contingent beneficiary or benefito receive the amount to which I amount to beneficiary be named, the	alamity, then in either of eficiaries under the Plan n entitled under the Plan
Name(s) of Contingent Beneficiary(ies)	Address(es)	Relationship
		_ 
		<del>-</del> 
		_
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In its entirety to the surviving contingent beneficiary, if there be only one; in equal shares to the surviving contingent beneficiaries, if there be more than one.

Per stirpes to the living descendants of such contingent beneficiary; but if there are none, then equally to the remaining of the above designated contingent beneficiaries, if any, or if any be deceased, to his or her (their) living descendants, per stirpes. If there is no one in being at the time of my death, then to \_\_\_\_\_\_.

of such person shall be distributed in the form checked and initialed below.

Should a beneficiary contingently designated above not survive me, then the share

#### IF NO BENEFICIARIES SURVIVE EMPLOYEE

3. If at the time of my death none of the above beneficiaries survive me, then my Plan and Trust share shall be distributed as then provided in the Plan and Trust Agreement.

#### RIGHT TO REVOKE OR CHANGE BENEFICIARY DESIGNATION

4. I reserve the right to revoke or change the designation or any of them shown above, but such revocation or change shall be in writing directed to the Committee, and no such revocation or change shall be effective unless and until received by the Committee prior to my death.

#### RIGHTS SUBJECT TO TERMS OF TRUST

5. Rights of the designated beneficiaries shall be subject to the terms and conditions of the Plan and Trust Agreement and all rules and regulations formulated thereunder.

#### RELEASE AND DISCHARGE

6. Payment of any credits or funds in my Trust Account to the beneficiary or beneficiaries designated herein shall be a full and complete release and discharge of the Trustee, the Committee, and the Employer to the extent of such payment.

### SPOUSE'S CONSENT TO BENEFICIARY DESIGNATION (required if spouse is not the sole primary beneficiary)

Your spouse has an account in the above-referenced Plan. The money in the account that your spouse will be entitled to receive is called the vested account. Federal law states that you will receive the vested account after your spouse dies.

Your right to your spouse's vested account provided by federal law cannot be taken away unless you agree. If you agree, your spouse can elect to have all or part of the vested account paid to someone else. Each person your spouse chooses to receive a part of the vested account is called a "beneficiary." For example, if you agree, your spouse can have the vested account paid to his or her children instead of you.

Your spouse cannot have the vested account paid to someone else unless you agree and sign this agreement.

Your choice must be voluntary. It is your personal decision whether you want to give up your right to your spouse's vested account.

If you sign this agreement, your spouse cannot change the beneficiary named in this agreement to anyone other than you, unless you agree to the new beneficiary by signing a new agreement. If you agree, your spouse can change the beneficiary at any time before your spouse dies.

You can change this agreement at any time prior to commencement of benefits. After that time, you cannot change the agreement. If you change your mind, you must notify the Plan's Administrative Committee.

You may lose your right to the vested account if your spouse and you become divorced even if you do not sign this agreement. However, if you become divorced, you might be able to get a special court order (which is called a qualified domestic relations order or "QDRO") that specifically protects your rights to the vested account. If you are thinking about separating or getting a divorce, you should get legal advice on your rights to benefits from the Plan.

have a right to all of my spouse's vested acc spouse dies.	pouse of the participant. I understand that I count in the above-referenced Plan after my
I agree to give up my right toamount paid to the following beneficiaries:	_ percent of the account and to have that
(Name of Beneficiary) (Percent of Vested Account)	%
1 1 1 11 1	-ltl:#tttt

I understand that my spouse cannot select a different beneficiary unless I agree to the change.

I understand that by signing this agreement, I may receive less money than I would have received if I had not signed this agreement and I may receive nothing from the Plan after my spouse dies.

I understand that I do not have to sign this agreement. I am signing this agreement voluntarily.

I understand that if I do not sign this agreement, then I will receive my spouse's vested account under the Plan when my spouse dies.

I, the spouse of the above-named participant, hereby consent to the above Beneficiary Designation, which names an individual(s) or entity other than myself as primary beneficiary of the benefits payable to the participant in the event of his or her death under the Plan.

I acknowledge that I am not to be the direct recipient of any benefits the Plan provides to a participant's "primary beneficiary" (a spouse may be the indirect beneficiary of such benefits in certain circumstances--such as designation of a family trust as primary beneficiary). I further acknowledge that I am familiar with the financial and legal consequences of my consent to my spouse's election to waive a qualified pre-retirement survivor annuity form of benefit.

Dated:		
,	Spouse's Signature	

THE SPOUSE'S SIGNATURE MUST BE WITNESSED BY A NOTARY PUBLIC!

State of California County of			
On	_, before me,		,
,		[here insert name and title of the officer]	
subscribed to the within same in his/her/their au	atisfactory evider instrument and a outhorized capacity	nce to be the person(s) whose cknowledged to me that he/she/th/(ies), and that by his/her/their sig on behalf of which the person(s)	name(s) is/are ney executed the nature(s) on the
I certify under PENALT foregoing paragraph is		under the laws of the State of Ca	alifornia that the
WITNESS my hand and	d official seal.		
Signature		(Seal)	