

SECTION 4
Deferral Agreement
To be carefully completed by the Employee

The undersigned Participant (Employee) and the Employer agree that commencing with the first pay period beginning on the date specified in Section 3, the Participant's compensation shall be reduced by the percentage noted. The maximum annual contribution per year is 75% of annual compensation. Participants age fifty and over also have the option of making additional catch-up contributions. For information on the maximum annual contribution per year and the catch-up contribution dollar limit set by the IRS each year, contact your Human Resources Officer. The Employer agrees to contribute the Elective Deferral Amount to the Participant's account in the SBERA 401(k) Plan which is qualified under Sections 401 and 401(k) of the Internal Revenue Code. The participant may modify or terminate this Deferral Agreement at any time by executing a Change in 401(k) Deferral Agreement Form.

The Elective Deferral may be reduced at any time if the Elective Deferral exceeds any maximum amount or any percent established by the Plan Administrator in order to maintain the tax qualified status of the Plan. Any Elective deferral which exceeds the maximum set in the Internal Revenue Code will be an excess Deferral and will be returned to the Employee along with attributable earnings and will be reportable as income by the Employee. The Employee may change the Elective deferral percentage rate by completing a Change in 401(k) Plan Deferral Agreement Form in a manner and frequency described by the Employer. The most currently dated form will supersede any previous form when received and accepted by SBERA.

This agreement applies only with respect to amounts earned while it is in effect.

_____ / ____ / ____
Participant Signature Date

SECTION 5
Investment of Elective Deferral and Employer Contributions (if permitted by the Employer)
To be completed by the Employee

I direct that my Elective Deferrals and any Employer Contributions made on my behalf be invested in the manner indicated below. I understand that in accordance with the rules established by SBERA a change in the manner of investment of current contributions is allowed on a daily basis through the SBERA web site, www.sbera.com and the Voice Response System, and will be effective for any payrolls following the change. If I do not indicate an investment election, I understand that my Investment Election will be established as the Plan's default account.

I UNDERSTAND that contributions earmarked for all accounts except the Money Market Account are subject to market risk and therefore may increase or decrease in value based upon market conditions and the performance of SBERA's investments. Only contributions earmarked for the Money Market Account are guaranteed as to principal.

NOTE: The percentage indicated must be in whole percentages in 1% increments and total 100%*.

_____ % Money Market Account	_____ % Large Cap Value Account	_____ % LifePath 2040 Account
_____ % Equity Account	_____ % All Asset Fund	_____ % LifePath 2050 Account
_____ % Bond Account	_____ % Small Cap Value Account	_____ % Large Cap Growth Account
_____ % Index 500 Account	_____ % LifePath Retirement Account	_____ % SBERA Account
_____ % Small Cap Growth Account	_____ % LifePath 2020 Account	_____ % Employer Stock (if applicable)
_____ % International Equity Account	_____ % LifePath 2030 Account	

*If the percentages indicated do not equal 100%, the difference will be allocated to the Plan default account. The participant is responsible for transferring any balances out of the Plan Default account and changing future contribution instructions.

SECTION 6
Notice Pertaining to and Verification of Marital Status

Federal Law requires that if you are married, your spouse **MUST** be named as the primary beneficiary of your 401(k) Plan.

You may, however, make a qualified election to waive the requirement that your spouse be the primary beneficiary. (see Section B below). Any such election must be consented to by your spouse and acknowledged before a Notary Public. You may revoke the election at any time; but if you thereafter desire to make a new beneficiary election, your spouse must consent to the new election.

If you are not married, you are required to notify SBERA if you subsequently marry, and provide SBERA with the name and birth date of your spouse. Your new spouse will automatically become the beneficiary of your 401(k) benefit unless and until you make a qualified election to waive the requirement that your new spouse be beneficiary and such election is consented to by your spouse.

CHECK ONE:

- I hereby certify that under the pains and penalties of perjury that I am not married. I understand that if I subsequently marry, my spouse shall automatically become my beneficiary and all existing beneficiary designations will be void.
- I hereby certify that under the pains and penalties of perjury that I am married to:

Name of Spouse – Please Print Clearly

SECTION 7
Election to Waive Spouse as Beneficiary (if desired)

To be completed by the Employee, with separate signature, spouse's signature, and verification by a Notary Public.

A. ELECTION TO WAIVE SPOUSE AS BENEFICIARY

I have read and understand the Notice in Section 6 above and understand that I have the right to revoke this election at any time with my spouse's consent. I hereby elect to waive this right to have my spouse be the sole beneficiary of my pre-retirement death benefit and designate the beneficiary named in Section 8 below.

B. SPOUSAL CONSENT TO ELECTION

I hereby consent to my spouse's election to waive the requirement that I be beneficiary and consent to have the pre-retirement death benefit paid to the beneficiary named in Section 8 below. I also acknowledge that as a result thereof, I will not be the beneficiary with respect to my spouse's death benefit under the plan.

Date: _____ Employee: _____ Spouse: _____

C. NOTARIZATION

COMMONWEALTH OF MASSACHUSETTS

County of _____, ss: _____ Date: _____

On this _____ day of _____, 200____, before me the undersigned notary public, personally appeared before me

_____, proved to me through satisfactory evidence of identification which was/were _____, being personally known to me, to be the person whose name is signed on this document and acknowledged to me that he/she signed it voluntarily for its stated purpose.

SEAL

Notary Public

Print or type name of Notary Public

My commission expires: _____

SECTION 8
Beneficiary Designation

I designate the surviving beneficiaries in the lowest numbered class to receive the value or amounts payable from the SBERA 401(k) Plan in the event of my death. Surviving beneficiaries in the same beneficiary class will share equally in death benefit proceeds payable to beneficiaries in that class. (Class 1 = Primary Beneficiary, Class 2 = Contingent Beneficiary) If no beneficiary designated below is living at my death, my surviving spouse, if any, otherwise my estate shall be the beneficiary. If I am not married but subsequently marry, this designation shall automatically terminate and my spouse shall become my beneficiary unless and until I thereafter make a qualified election to waive my spouse as beneficiary and he/she consents to the waiver.

I reserve the right to change my beneficiary designation at any time, provided that if I am married at such time, my spouse must consent to the new beneficiary designation.

<u>Class</u>	<u>New Beneficiary</u>	<u>Relationship</u>	<u>Date of Birth</u>	<u>Social Security No.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SECTION 9
Required Signatures

Note: Signatures may also be required in Section 7

I hereby certify that the information provided in this application is accurate and may be relied upon by SBERA in evaluating this application.

Signature of Participant: _____ Date: _____

The above application was signed in my presence and accurately reflects the employee's marital status and service record with the Employer.

Signature of Employer's Representative: _____ Title: _____ Date: _____

**For assistance in completing this application or additional information about the SBERA 401(k) Plan,
contact your Human Resources Department**

SBERA 401(k) Plan
Notice of Qualified Default Investment Alternatives

This notice provides you with important information regarding your account in the 401(k) Plan. Effective January 1, 2008, the Plan provides Qualified Default Investment Alternatives (“QDIA”). A QDIA is a default investment allocation for plan participants who have not otherwise selected an investment allocation for their account. If you completed a Plan Enrollment Form, including instructions for investment of contributions to your account, or if you have submitted a valid investment allocation request via the Plan’s website or Toll-Free Telephone Access Line, this change will not affect your account in any way.

How would the QDIA provision apply to me?

The Plan’s QDIA provision will apply to your account only if you have not otherwise selected an investment allocation from the investment options offered in the Plan. The circumstances where your account may be invested in a QDIA are as follows:

- ◇ *You did not fully complete the Investment Election portion of the Plan Enrollment Form and your requested deferrals or a non-elective employer contribution was credited to your account.*
- ◇ *You did not complete a Plan Enrollment Form and a non-elective employer contribution was credited to your account.*

Do I have a right to direct the investment of my 401(k) account?

Yes. Our Plan is a participant directed plan for all contributions allocated to your account. You can direct the investment allocation for your account by one of two methods:

- ◇ *You can visit the Plan’s website at <https://www.your-retirement.com>*
- ◇ *You can call 1-888-723-7201 and select from the automated menu items.*

You can use either method to create a new investment allocation for contributions credited to your account. You can also reallocate how your existing account balance is invested among our Plan’s investment options. You can request these changes at any time and there is no cost to do so.

If my account is invested in a QDIA can I change how my account is allocated?

Yes. You always have the right to direct the investment allocation of your account.

Where can I get additional information on the investments offered by our Plan?

You can visit the following two websites for additional investment information:

- ◇ www.sbera.com
- ◇ <https://www.your-retirement.com>

You can also call 1-888-723-7201 and select from the automated menu items.

How does my account actually get invested in a QDIA?

*Our Plan’s QDIA investments are structured to allocate your account in a manner which is appropriate for your current age and expected retirement horizon. These QDIA investment options are “target retirement funds” which incorporate a mix of investments appropriate to the number of years between your current age and an assumed normal retirement age of 65. As an example, if you are currently age 30, your account would be invested with a different, more aggressive equity allocation from that of a participant who was age 50. **Remember, we only invest in a QDIA on your behalf if you have not otherwise selected an allocation for your account.***

What are the Plan’s QDIA investments?

The Plan’s QDIA Investments are:

LifePath Retirement
LifePath 2020
LifePath 2030
LifePath 2040
LifePath 2050

The number – as in LifePath 2020 – is the approximate year when a participant may be targeting their retirement and begin withdrawals from their account.

Each fund has a different asset allocation depending upon the year. The LifePath 2040, for example, has the largest equity allocation, allowing for growth with more risk relative to a retirement date which is the furthest away. The LifePath Retirement portfolio has the least amount of exposure to equities and therefore less relative risk. The portfolios are monitored each day to ensure that each portfolio will have the characteristics and asset allocation determined by the LifePath model. The portfolios maintain extremely well diversified allocations across equities, bonds and short-term Treasury Securities in both domestic and international markets.

The Investment Manager is Barclays Global Investors. The expense ratio for these investments is .50% (50 basis points) per year.