Use this form to designate your beneficiaries under the Sanofi U.S. Group Pension Plan – Cash Balance Program. The Cash Balance Program includes both your Cash Balance Account and your Health Savings Account. This form only relates to your Cash Balance Account.

Do not complete this form if you have already received a single sum distribution of your Cash Balance Account or commenced payment of your account in the form of an annuity. The information you provide on this form will only be used in connection with your Cash Balance Account and not other benefits you may be eligible for under the Sanofi U.S. Group Pension Plan or other plans sponsored by Sanofi. The information you submit on this form will automatically replace all prior beneficiary designations that you may have made in the past with respect to your Cash Balance Account.

Section A – Instructions

The survivor benefit provisions under the Cash Balance Program are summarized in Section B. You should review these provisions carefully before making any decisions about your beneficiary designations. As explained further in Section C, unless you and your spouse elect otherwise, your spouse is automatically your sole Primary Beneficiary if you are married. Both you and your spouse must read this section before you complete and return this form.

All participants must complete Section D, Section E and Section G in order for this form to be accepted. Section F is recommended although not required. Your spouse must complete Section H if you are married and have named someone other than your spouse as a Primary Beneficiary under Section E. Please note that your spouse’s signature must be witnessed by a notary public (Section I).

Please make a copy of your completed form for your records and return the original to the following address:

CBIZ Benefits Service Center
Attn: Sanofi pension plans
3000 Chestnut St #8569
Philadelphia, PA 19104-9998

If you have any questions, please call the CBIZ Benefits Service Center at 1-866-236-3411. Representatives are available weekdays from 9:00 AM to 5:00 PM EST, except for major holidays. When calling, please identify yourself as a participant of the Sanofi U.S. Group Pension Plan and ask to speak with a pension plan representative.

Section B - Survivor Benefit Provisions

Upon your death, each of your Primary Beneficiaries will receive the percentage of your Cash Balance Account that you have allocated to them. If you fail to specify a percentage for each, or if one or more of your Primary Beneficiaries is not living at the time of your death, your account will be divided equally among the remaining Primary Beneficiaries who are living at the time of your death. Your Contingent Beneficiaries will only receive an allocation of your Cash Balance Account if none of your Primary Beneficiaries are living at the time of your death.
Section B - Survivor Benefit Provisions (Continued)

If no valid Primary Beneficiary election exists at the time of your death, or none of your designated Primary Beneficiaries or Contingent Beneficiaries are living at the time of your death, the distribution of your Cash Balance Account shall be made in the following order of priority:

1. the surviving spouse;
2. the surviving children, including adopted children (in equal shares);
3. the surviving parents, in equal shares; or
4. the estate

Beneficiaries with accounts of $1,000 or less will automatically receive an immediate lump sum distribution. All other beneficiaries can apply for an immediate lump sum distribution or may choose to defer their account distribution until any later date up until the date you would have attained age 60. If you are married, your spouse may choose to receive his or her allocated share of your account (if any) in the form of an actuarially equivalent life annuity provided the value of his or her allocated share exceeds $1,000.

Please remember that your Cash Balance Account is automatically set to $0 when you receive a single sum distribution or commence payment of your account in the form of an annuity. This means that your beneficiaries will not receive the pre-retirement survivor benefits described in this section if you die after receiving a distribution from your Cash Balance Account. Please refer to your Summary Plan Description (SPD) for more information about annuity payment options you can elect at retirement that provide for survivor benefits during retirement.

Your elections on this Beneficiary Designation Form will automatically become null and void on the date that you marry for the first time or marry someone other than your current spouse as indicated in Section D. As explained further in Section C, your spouse is automatically your sole Primary Beneficiary unless he or she specifically waives this right. You will need to complete a new Beneficiary Designation Form, therefore, to name someone other than your spouse as a Primary Beneficiary. A new form will also be required if you wish to designate Contingent Beneficiaries that differ from the default rules listed above.

Section C – Qualified Pre-Retirement Survivor Annuity (QPSA)

If you are married, your spouse is automatically your sole Primary Beneficiary with respect to your Cash Balance Account. Under the terms of the Cash Balance Program, your spouse has the right to your entire Cash Balance Account in the event of your death. Because your spouse has the right to receive this benefit in the form of an annuity, his or her survivor benefits are sometimes referred to as the Qualified Pre-retirement Survivor Annuity (QPSA). In order for you to name other individuals as Primary Beneficiaries, either instead of or in addition to your spouse, your spouse must complete Section H to officially waive his or her QPSA rights and consent to your beneficiary designations. Your spouse’s signature in Section H must be witnessed by a notary public (Section I).

Your spouse is not permitted to revoke his or her QPSA waiver once you submit this form. Please note, however, that your spouse’s QPSA waiver will automatically expire on your 35th birthday if you are married and complete this form before your 32nd birthday and before you terminate employment with Sanofi. Your spouse’s waiver does not expire at age 35 if completed after the date you terminate employment provided you do not return to work for Sanofi. All of your beneficiary designations (including Primary and Contingent) become null and void on the date that your spouse’s waiver expires.

In the event of a divorce, all of your beneficiary designations will remain in effect until you submit a new Beneficiary Designation Form or remarry. A spousal waiver only applies with respect to that particular spouse. This means that your current beneficiary designations will become null and void on the day that you remarry.

The default beneficiary rules described in Section B apply on the date that your spouse’s waiver expires. You will need to complete a new Beneficiary Designation Form, therefore, to name someone other than your spouse as a Primary Beneficiary. A new form will also be required if you wish to designate Contingent Beneficiaries that differ from the default rules.
Section D – Marital Status - All Participants Must Complete This Section

Please select from among the following choices. If currently divorced, please indicate whether a portion of your benefit has been assigned to an alternate payee under a Qualified Domestic Relations Order (QDRO).

- Single
- Divorced – With QDRO
- Married – Complete the Following:
- Divorced - Without QDRO

Spouse’s SSN: ________________________________
Spouse’s Name: ________________________________
Spouse’s Birth Date: ________________________________

Please attach copies of all QDROs (if applicable). If you are married, your spouse must complete Section H unless you name your Spouse as your sole Primary Beneficiary.

Section E – Primary Beneficiaries - All Participants Must Complete This Section

Upon your death, each of your Primary Beneficiaries will receive a share of your Cash Balance Account pursuant to the percentage that you allocate to them. If one or more of your Primary Beneficiaries is not living at the time of your death, all primary beneficiaries then living will receive an equal share of your Cash Balance Account regardless of the share originally allocated to them.

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<tr>
<th>Social Security Number</th>
<th>Last Name</th>
<th>First Name</th>
<th>Birth Date</th>
<th>Relationship</th>
<th>Percentage</th>
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Unless you indicate otherwise, we will automatically assume that each of the individuals listed above has the same mailing address as you. Please send us alternate mailing information for your beneficiaries in writing and be sure to update us on changes to the mailing address of your beneficiaries.

If you are married, your spouse is automatically your sole Primary Beneficiary. As explained in Section C above, your spouse has the right to your entire Cash Balance Account upon your death and must waive this right before you can name someone other than your spouse as a Primary Beneficiary. This means that your spouse must complete Section H if you are married and have named someone other than your Spouse as a Primary Beneficiary.

Section F – Contingent Beneficiaries – Recommended, But Not Required

Your Contingent Beneficiaries will only receive an allocation of your Cash Balance Account if none of your Primary Beneficiaries are living at the time of your death. If one or more of your Contingent Beneficiaries are also deceased at the time of your death, all contingent beneficiaries then living will receive an equal share of your Cash Balance Account regardless of the share originally allocated to them.

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Unless you indicate otherwise, we will automatically assume that each of the individuals listed above has the same mailing address as you. Please send us alternate mailing information for your beneficiaries in writing and be sure to update us on changes to the mailing address of your beneficiaries.

(Continued)
Section G – Participant Consent – All Participants Must Complete This Section

I, the undersigned, hereby

- Revoke all prior beneficiary designations with respect to my Cash Balance Account,
- Certify that the marital status indicated in Section D is correct,
- Confirm that I have read and understand the information provided in this form,
- Designate my Primary Beneficiaries as indicated in Section E,
- Designate my Contingent Beneficiaries as indicated in Section F,
- Acknowledge that I reserve the right to change my beneficiary designations at a later date.

Participant’s Signature ______________________________________ Date  _____________________

Note – Your beneficiary designations expire on your 35th birthday if you are married and complete this form before your 32nd birthday (and before your termination of employment). Your beneficiary designations automatically expire on the date you marry for the first time or marry someone other than your current spouse as indicated in Section D.

Section H – Spouse’s Consent – Required if Married and Spouse not Sole Primary Beneficiary

I, the undersigned, hereby

- Certify that I am the spouse of the participant whose signature appears in Section G,
- Confirm that I have read and understand the information provided on this form including my QPSA rights as explained in Section C,
- Consent to the Primary Beneficiary designations indicated in Section E,
- Consent to the Contingent Beneficiary designations indicated in Section F,
- Voluntarily and irrevocably waive my QPSA rights,
- Acknowledge that by waiving my QPSA rights, I will not be the sole Primary Beneficiary with respect to my spouse’s Cash Balance Account and will only receive survivor benefits as indicated on this form (if any).

Spouse’s Signature _________________________________ Date _____________________

Section I – Public Notary – To be completed by a notary public if Section H is required

The signature under Section H has been subscribed and sworn to before me

This ________________day of _______________________, 20_____.
Notary Public:  ____________________________________  [SEAL]
State of:   ____________________________________
Commission Expires  ________________________________