

3. **Participant's Information:**

Name:
Last Known Mailing Address:
Social Security Number:
Birth Date:

Participant's Attorney:

Name:
Address:
Phone Number:

4. **Alternate Payee's Information:**

Name:
Last Known Mailing Address:
Social Security Number:
Birth Date:

Alternate Payee's Attorney:

Name:
Address:
Phone Number:

5. **Notification of Address Change:** Both the Participant and the Alternate Payee shall have the duty to notify the Plan Administrator in writing of any changes in his/her mailing address subsequent to the entry of this Order.
6. **Changes to Plan:** Any changes in Plan Administrator, Plan Sponsor or name of the Plan shall not affect Alternate Payee's rights as stipulated under this Order.
7. **Pursuant to State Domestic Relations Law:** This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the State of _____.
8. **For Provision of Marital Property Rights:** This Order relates to the provision of the marital property rights and/or spousal support to the Alternate Payee as a result of the Order of Divorce between Participant and Alternate Payee.

9. **Amount of Alternate Payee's Benefit:** This Order assigns to the Alternate Payee a portion of the Participant's Total Account Balance accumulated under the Plan equal to _____ percent (___%) of the Participant's contributions that accrued from _____ [date of marriage] through _____ [date of divorce]. This includes any appreciation, depreciation, or expenses incurred by the Participant during that period.

The Alternate Payee's share of the benefits shall be allocated on a pro-rata basis among all of the accounts and/or investment funds maintained on behalf of the Participant under the Plan.

Additionally, the Alternate Payee's assigned share of the benefits described above shall be segregated and separately maintained in accounts established on her behalf and shall include any interest and investment earnings or losses attributable thereon for periods subsequent to _____ [date of divorce], until the date of total distribution to the Alternate Payee.

10. **Commencement Date and Form of Payment:** If the Alternate Payee so elects, she may commence benefits at the earlier of (i) the second anniversary of the effective date of divorce, as stated in the Qualified Domestic Relations Order, or (ii) the earliest date the Participant is entitled to receive benefits as permitted under the terms of the Plan. Benefits will be payable to the Alternate Payee in any form or permissible option otherwise available to Participants and Alternate Payees under the terms of the Plan, including, but not limited to, a single lump-sum cash payment.
11. **Rights of Plan Beneficiaries:** On and after the date that this Order is deemed to be a QDRO, but before the Alternate Payee receives her total distribution under the Plan, the Alternate Payee shall be entitled to all of the rights and election privileges that are afforded to Plan beneficiaries, including, but not limited to, the rules regarding the right to designate a beneficiary for death benefit purposes and the right to direct Plan investments, only to the extent permitted by provisions of the Plan.
12. **Death of the Alternate Payee:** In the event of the Alternate Payee's death prior to Alternate Payee receiving the full amount of benefits called for under the Order, such Alternate Payee's beneficiary(ies), as designated on the appropriate form provided by the Plan Administrator (or in the absence of a beneficiary designation, her estate), shall receive the remainder of any unpaid benefits under the terms of this Order.
13. **Death of the Participant:** In the event that the Participant dies prior to the establishment of separate account(s) in the name of the Alternate Payee, such Alternate Payee shall be treated as the surviving spouse of the Participant for any death benefits payable under the Plan to the extent of the full amount of her benefits as called for under Paragraph 9 of this Order. Should the Participant predecease the Alternate Payee after the new account(s) have been established on her behalf, such Participant's death shall not affect the Alternate Payee's rights to receive her assigned portion of the benefits as set forth herein.

14. **Savings Clause:** This Order is not intended, and shall not be construed in such a manner as to require the Plan:
- (a) to provide any type or form of benefits option not otherwise provided under the terms of the Plan;
 - (b) to require the Plan to provide increased benefits determined on the basis of actuarial value;
 - (c) to require the payment of any benefits to the Alternate Payee which are required to be paid to another Alternate Payee under another order which was previously deemed to be a QDRO.
15. **Fund's Discharge of Liability:** The Participant and Alternate Payee consent to the division of benefits set forth herein and agree to waive any claim against the Trustees and/or the Fund Administrator relating to payment of benefits, so long as payment is made in compliance with the terms of this Order and applicable law. The Fund and its sponsors, employees, agent and fiduciaries shall be discharged from liability to the extent of any payments made pursuant to this Order, as provided in Section 206 of ERISA.
- The approval of this Order by the Fund indicates only that the Fund has determined that the Order satisfied the requirements of a QDRO, does not violate the terms of the Plan, and is capable of administration under reasonable construction. It is not to be taken as a determination by the Fund that the Order makes a legal, proper, fair or equitable division of property. Plan officials, Trustees and the Plan assume no responsibility to the parties for supervising the correctness or fairness of that division.
16. **Certification:** All payments made pursuant to this Order shall be conditioned on the certification by the Alternate Payee and the Participant to the Plan Administrator of such information as the Plan Administrator may reasonably require from such parties to make the necessary calculation of the benefit amounts contained herein.
17. **Continuation:** It is the intention of the parties that his QDRO continue to qualify as a QDRO under Section 414(p) of the Internal Revenue Code, as it may be amended from time to time.
18. **Tax Treatment of Distributions Made Under This Order:** For the purposes of Sections 402(a)(1) and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Participant shall be treated as the distributee of any distribution or payments made to the Alternate Payee under terms of the Order, and as such, will be required

to pay the appropriate federal income taxes on such distribution.

19. **Constructive Receipt:** In the event that the Plan inadvertently pays the Participant any benefits which are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately reimburse the Alternate Payee to the extent that he has received such benefits payments, and shall pay such amounts directly to the Alternate Payee within ten (10) days of receipt. In the event that the Plan inadvertently pays the Alternate Payee any benefits which are assigned to the Participant pursuant to the terms of this Order, the Alternate Payee shall immediately reimburse the Participant to the extent that she has received such benefits payments, and shall pay such amounts directly to the Participant within ten (10) days of receipt.
20. **Jurisdiction:** The Court shall retain jurisdiction with respect to this Order to the extent required to maintain its qualified status and the original intent of the parties as stipulated herein.
21. **Gender:** The Feminine gender, where appearing in this Order, shall be deemed to include the masculine gender.
22. **Terms of Plan Govern:** The terms of and rules governing the Plan shall prevail in the event of any conflict between this Order and the Plan.

DATED:

ENTER: _____