

**LOCAL 705 INTERNATIONAL BROTHERHOOD OF TEAMSTERS PENSION  
PLAN**

**MODEL**

**QUALIFIED DOMESTIC RELATIONS ORDERS**

**The information contained in this document is subject to revision at any time based upon changes in Plan language, Federal law, or at the discretion of the Plan Administrator. No part of this document may be deemed to provide legal advice or construed as an endorsement by the Local 705 International Brotherhood of Teamsters Pension Plan or of any participating employer, of any particular option described. Kindly provide a copy of this instrument to your own counsel for preparation of your qualified domestic relations order. Please contact the Local 705 International Brotherhood of Teamsters Pension Fund Office for additional information.**

(Revised 2006)

## **INSTRUCTIONS**

Please use the enclosed Model Qualified Domestic Relations Order (“QDRO”) as the basis of the QDROs submitted to the Local 705 International Brotherhood of Teamsters Pension Plan (the “Plan”). Pursuant to the applicable provisions of the Employee Retirement Income Security Act of 1974, the analogous provisions of the Internal Revenue Code of 1986, as amended (the “Code”), the regulations, rulings and case law developed thereunder, the Plan reserves the right to require that domestic relations orders (“DRO”) submitted to the Plan for approval contain the provisions reflected in this instrument as a condition of approval by the Board of Trustees. DROs submitted to the Plan which fail to reflect the language required herein shall be denied, and such instrument shall not be recognized for purposes of distributing any participant’s benefits under the Plan to an alternate payee. Upon receipt of a DRO, the Plan Administrator is required to segregate the participant’s benefits. If the DRO is not approved by the Plan within 18-months from the date of receipt, the segregated amounts are paid to the participant and the alternate payee is not entitled to receive any portion thereof but may only be entitled to receive amounts prospectively. Accordingly, the Model QDROs should be strictly followed in order to expedite the process.



### III. ASSIGNED BENEFIT

#### A. Accrued Benefit --

This Order hereby creates and recognizes the Alternate Payee's separate interest in the Participant's vested and nonforfeitable benefit under the Plan as of the Participant's benefit commencement date to the extent of 50% [*Or Other Percentage*] of a fraction: (a) the numerator of which is the number of months during the marriage of the parties from [*Date of Marriage*] to [*Dissolution of Marriage*], in which contributions were made to the Plan on behalf of the Participant, including the past and future service credits accrued during the marriage; and (b) the denominator of which shall be the total number of months in which contributions, including past and future service credits, were made to the Plan on behalf of the Participant. The separate interest of the Alternate Payee shall be payable to her under the terms and conditions of the Plan other than a joint and survivor annuity with a subsequent spouse. The number or period of payments made to the Alternate Payee will depend on the form of benefit chosen in which the distribution is to be made. The separate interest shall be payable to her in the form of a single life annuity. The awarded benefit shall be actuarially adjusted based upon the life expectancy of the Alternate Payee under the terms of the Plan. Upon her written notice, the Alternate Payee may elect to receive payments as early as the Participant's earliest retirement age under the Plan, or upon commencement of distribution of the Participant's benefit under the Plan for any reason, if earlier. Benefits payable to the Alternate Payee will be reduced to compensate for early commencement if applicable.

[OR]

#### A. Accrued Benefit --

An independent separate interest for the Alternate Payee is hereby established by this Order in the accrued benefit of the Participant in the Plan to the extent of fifty percent (50%) [*Or Other Percentage*] of the Participant's benefit under the Plan accrued as of [*Dissolution Date*][*Enter Other Date*]. The independent interest of the Alternate Payee shall be payable to her under the terms and conditions of the Plan. The Alternate Payee may elect benefits to be paid in any form under the Plan other than a joint and survivor annuity with a subsequent spouse. The number or period of payments made to the Alternate Payee will depend on the form of benefit chosen in which the distribution is to be made. The awarded benefit shall be actuarially adjusted to be based on the life expectancy of the Alternate Payee under the terms of the Plan and will be the actuarial equivalent of the benefit amount which would have been paid, had benefits been paid based on the lifetime of the Participant. Upon her written notice, the Alternate Payee may elect to receive payments as early as the Participant's earliest retirement age under the Plan, or upon commencement of distribution of the Participant's benefit under the Plan for any reason, if earlier. Benefits payable to the Alternate Payee under this Order will be reduced to compensate for early commencement if applicable.

[OR]

**A. Accrued Benefit --**

An independent separate interest for the Alternate Payee is hereby established by this Order in the accrued benefit of the Participant in the Plan to the extent of fifty percent (50%) [*Or Other Percentage*] of the Participant's benefit under the Plan accrued between [*Date of Marriage*] and [*Dissolution Date*] [*Or Enter Other Dates*]. The independent interest of the Alternate Payee shall be payable to her under the terms and conditions of the Plan. The Alternate Payee may elect benefits to be paid in any form under the Plan other than a joint and survivor annuity with a subsequent spouse. The number or period of payments made to the Alternate Payee will depend on the form of benefit chosen in which the distribution is to be made. The awarded benefit shall be actuarially adjusted to be based on the life expectancy of the Alternate Payee under the terms of the Plan and will be the actuarial equivalent of the benefit amount which would have been paid, had benefits been paid based on the lifetime of the Participant. Pension benefits payable to the Alternate Payee under this Order will be reduced to compensate for early commencement if applicable.

**B. Cost of Living and Other Increases --**

The Alternate Payee's awarded benefit is to be regarded as that of a Participant that terminated employment as of [*Dissolution Date*]. Accordingly, the Alternate Payee's benefit is not subject to increases by reason of the Participant's service subsequent to [*Dissolution Date*] or accrual rate increases that are implemented subsequent to [*Dissolution Date*]. Should the Plan provide for cost of living adjustments and/or post-retirement benefit increases, said cost of living adjustments and/or post-retirement benefit increases shall [*Apply/Not Apply*] to the Alternate Payee's awarded benefit to the extent of the Alternate Payee's pro-rata interest in the Participant's benefit as awarded pursuant to this Order. The Plan is not required to provide increased benefits to the Alternate Payee determined on the basis of actuarial value.

[OR]

**B. Cost of Living and Other Increases --**

The Alternate Payee's awarded benefit is not to be regarded as that of a Participant that terminated employment as of [*Dissolution Date*]. Accordingly, the Alternate Payee's benefit shall be subject to increases by reason of the Participant's service subsequent to [*Dissolution Date*] and accrual rate increases that are implemented subsequent to [*Dissolution Date*]. Should the Plan provide for cost of living adjustments and/or post-retirement benefit increases, said cost of living adjustments and/or post-retirement benefit increases shall [*Apply/Not Apply*] to the Alternate Payee's awarded benefit to the extent of the Alternate Payee's pro-rata interest in the Participant's benefit as awarded pursuant to this Order. The Plan is not required to provide increased benefits to the Alternate Payee determined on the basis of actuarial value.

**C. Early Retirement Subsidies --**

If the Alternate Payee commences receipt of her benefits and the Participant simultaneously or subsequently commences receipt of a benefit to which an early retirement subsidy applies, the Alternate Payee's benefit amount shall be re-

calculated to include a pro-rata portion of the early retirement subsidy in her benefit amount.

[OR]

**C. Early Retirement Subsidies --**

The Alternate Payee is not entitled to share in any portion of any early retirement subsidy that is payable at her benefit commencement date or that subsequently becomes payable to the Participant.

**D. Supplements --**

The Alternate Payee is entitled to share in any portion of any retirement supplement that is payable at her benefit commencement date or that subsequently becomes payable to the Participant.

[OR]

**D. Supplements --**

The Alternate Payee is not entitled to share in any portion of any retirement supplement that is payable at her benefit commencement date or that subsequently becomes payable to the Participant.

**IV. PAYMENT OF BENEFITS UPON DEATH**

**A. Participant's Death Prior to Benefit Commencement --**

Because the parties have been married in excess of one year, the Alternate Payee shall be treated as a surviving spouse with respect to the Alternate Payee's portion of Plan benefits in the event the Participant dies before benefits have commenced to the Alternate Payee. In the event the Participant predeceases the Alternate Payee prior to the date on which benefits would have commenced to the Participant and the Alternate Payee, the only benefit payable to the Alternate Payee shall be the pre-retirement death benefit calculated as provided under the Plan. For this purpose, the Alternate Payee shall be treated as the Participant's surviving spouse, but only with respect to the percentage of the accrued benefit awarded to the Alternate Payee in this Order. If the Alternate Payee receives benefits under the pre-retirement death benefit, benefits payable to the Alternate Payee will be actuarially reduced according to the Plan for this form of benefit and for early retirement (if applicable). This Order does not require the Plan to provide any survivor benefits to the Alternate Payee in the event of the Participant's death after the Alternate Payee has begun receipt of her share of benefits payable pursuant to the requirements of this Order. The Participant may from time to time designate a beneficiary for the benefits, if any, not assigned to the Alternate Payee.

[OR]

**A. Participant's Death Prior to Benefit Commencement --**

Although the parties have been married in excess of one year, the Alternate Payee shall not be treated as a surviving spouse with respect to the Alternate Payee's portion of Plan benefits in the event the Participant dies before benefits have commenced to the Alternate Payee.

**B. Alternate Payee's Death --**

If the Alternate Payee predeceases the Participant prior to the payment of benefits to the Alternate Payee under the terms of the Plan, the Alternate Payee's benefits awarded under this Order shall revert to the Participant and the Participant will receive the benefit entitlement under the Plan. If the Alternate Payee dies prior to or after the commencement of benefits, the Alternate Payee's benefits cannot be paid to the Alternate Payee's beneficiary or estate.

**V. MISCELLANEOUS**

**A. Jurisdiction --**

This matter arises from an action for dissolution of marriage under the case number set forth in the caption above, and this Court has jurisdiction to enter this Order.

**B. Order's Qualified Status --**

In the event the Plan determines that this Order is not a Qualified Domestic Relations Order, both Parties shall cooperate with the Plan's counsel to make the changes necessary for it to become a qualified Order. This includes signing all documents which may be necessary for the parties to obtain an amended Order satisfying all of the requirements of a Qualified Domestic Relations Order. For this purpose, this Court expressly reserves jurisdiction over the dissolution of marriage proceeding involving the Participant's interest and the Alternate Payee's awarded interest in the Plan.

**C. Certification of Information --**

All payments made pursuant to this Order shall be conditioned upon 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.

**D. Application for Benefit Commencement --**

Both the Participant and the Alternate Payee agree that each party must make application to the Plan Administrator prior to and as a condition of benefit commencement.

**E. Compliance with Applicable Laws --**

This QDRO is not intended to and shall not -- (i) require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan; (ii) require the Plan to provide increased benefits over those benefits payable to the

Participant under the terms of the Plan in the absence of the QDRO; nor (c) require the Plan to provide any benefits to the Alternate Payee which are required to be paid to another Alternate Payee under another qualified domestic relations order.

**F. Plan Discharge of Liability --**

The Plan and its sponsor, employees, agents 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 indicates only that the Plan has determined that the Order satisfies 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 Administrator, 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.

**G. Parties Cooperation --**

The Participant and Alternate Payee acknowledge the foregoing division of the Participant's benefits under the Plan and authorize the release of any information required from the Plan Administrator to facilitate the implementation of this Order. The Participant and Alternate Payee also agree to complete all necessary forms and to provide all necessary information, including employment dates and filing any and all other required applications.



### III. ASSIGNED BENEFIT

#### A. Accrued Benefit --

This Order implements the shared payment approach. The Plan shall pay benefits to the Alternate Payee in accordance with the formula as follows. For every month the Participant receives a pension benefit, the Alternate Payee shall be entitled to receive a portion of the Participant's monthly pension benefit that is equal to fifty percent (50%) [*Or Other Percentage*] of the Participant's accrued benefit as of [*Dissolution Date*] [*Enter Other Date*]. The monthly payment to the Alternate Payee shall commence and be effective as [*Enter Date*]. The Alternate Payee must make application to the Plan to commence benefit receipt. Notwithstanding the foregoing, the Alternate Payee's benefit shall cease upon the earlier of the Alternate Payee's death, the Participant's death or other event resulting in the cessation of monthly benefits to the Participant. In the event of the Alternate Payee's death prior to the Participant's death, her interest shall revert to the Participant.

[OR]

#### A. Accrued Benefit --

This Order implements the shared payment approach. The Plan shall pay benefits to the Alternate Payee in accordance with the formula as follows. For every month the Participant receives a pension benefit, the Alternate Payee shall be entitled to receive a portion of the Participant's monthly pension benefit that is equal to fifty percent (50%) [*Or Other Percentage*] of the Participant's accrued benefit between [*Date of Marriage*] and [*Dissolution Date*] [*Enter Other Date*]. The monthly payment to the Alternate Payee shall commence and be effective as [*Enter Date*]. The Alternate Payee must make application to the Plan to commence benefit receipt. Notwithstanding the foregoing, the Alternate Payee's benefit shall cease upon the earlier of the Alternate Payee's death, the Participant's death or other event resulting in the cessation of monthly benefits to the Participant. In the event of the Alternate Payee's death prior to the Participant's death, her interest shall revert to the Participant.

[OR]

#### A. Accrued Benefit --

This Order implements the shared payment approach. The Plan shall pay benefits to the Alternate Payee in accordance with the formula as follows. For every month the Participant receives a pension benefit, the Alternate Payee shall be entitled to receive a portion of the Participant's monthly pension benefit that is equal to [*Enter Dollar Amount*] of the Participant's accrued benefit between [*Date of Marriage*] and [*Dissolution Date*] [*Enter Other Date*]. The monthly payment to the Alternate Payee shall commence and be effective as [*Enter Date*]. The Alternate Payee must make application to the Plan to commence benefit receipt. Notwithstanding the foregoing, the Alternate Payee's benefit shall cease upon the earlier of the Alternate Payee's death, the Participant's death or other event resulting in the cessation of monthly benefits to the Participant. In the event of the Alternate Payee's death prior to the Participant's death, her interest shall revert to the Participant.

**B. Cost of Living and Other Increases --**

The Alternate Payee's awarded benefit is to be regarded as that of a Participant that terminated employment as of [*Dissolution Date*]. Accordingly, the Alternate Payee's benefit is not subject to increases by reason of the Participant's service subsequent to [*Dissolution Date*] or accrual rate increases that are implemented subsequent to [*Dissolution Date*]. Should the Plan provide for cost of living adjustments and/or post-retirement benefit increases, said cost of living adjustments and/or post-retirement benefit increases shall [*Apply/Not Apply*] to the Alternate Payee's awarded benefit to the extent of the Alternate Payee's pro-rata interest in the Participant's benefit as awarded pursuant to this Order. The Plan is not required to provide increased benefits to the Alternate Payee determined on the basis of actuarial value.

[*OR*]

**B. Cost of Living and Other Increases --**

The Alternate Payee's awarded benefit is not to be regarded as that of a Participant that terminated employment as of [*Dissolution Date*]. Accordingly, the Alternate Payee's benefit shall be subject to increases by reason of the Participant's service subsequent to [*Dissolution Date*] and accrual rate increases that are implemented subsequent to [*Dissolution Date*]. Should the Plan provide for cost of living adjustments and/or post-retirement benefit increases, said cost of living adjustments and/or post-retirement benefit increases shall [*Apply/Not Apply*] to the Alternate Payee's awarded benefit to the extent of the Alternate Payee's pro-rata interest in the Participant's benefit as awarded pursuant to this Order. The Plan is not required to provide increased benefits to the Alternate Payee determined on the basis of actuarial value.

**C. Early Retirement Subsidies --**

If the Alternate Payee commences receipt of her benefits and the Participant simultaneously or subsequently commences receipt of a benefit to which an early retirement subsidy applies, the Alternate Payee's benefit amount shall be re-calculated to include a pro-rata portion of the early retirement subsidy in her benefit amount.

[*OR*]

**C. Early Retirement Subsidies --**

The Alternate Payee is not entitled to share in any portion of any early retirement subsidy that is payable at her benefit commencement date or that subsequently becomes payable to the Participant.

**D. Supplements --**

The Alternate Payee is entitled to share in any portion of any retirement supplement that is payable at her benefit commencement date or that subsequently becomes payable to the Participant.

[*OR*]

**D. Supplements --**

The Alternate Payee is not entitled to share in any portion of any retirement supplement that is payable at her benefit commencement date or that subsequently becomes payable to the Participant.

**IV. PAYMENT OF BENEFITS UPON DEATH**

**A. Participant's Death Prior to Benefit Commencement --**

Because the parties have been married in excess of one year, the Alternate Payee shall be treated as a surviving spouse with respect to the Alternate Payee's portion of Plan benefits in the event the Participant dies before benefits have commenced to the Alternate Payee. In the event the Participant predeceases the Alternate Payee prior to the date on which benefits would have commenced to the Participant and the Alternate Payee, the only benefit payable to the Alternate Payee shall be the pre-retirement death benefit calculated as provided under the Plan. For this purpose, the Alternate Payee shall be treated as the Participant's surviving spouse, but only with respect to the percentage of the accrued benefit awarded to the Alternate Payee in this Order. This Order does not require the Plan to provide any survivor benefits to the Alternate Payee in the event of the Participant's death after the Alternate Payee has begun receipt of her share of benefits payable pursuant to the requirements of this Order. The Participant may from time to time designate a beneficiary for the benefits, if any, not assigned to the Alternate Payee.

[OR]

**A. Participant's Death Prior to Benefit Commencement --**

Although the parties have been married in excess of one year, the Alternate Payee shall not be treated as a surviving spouse with respect to the Alternate Payee's portion of Plan benefits in the event the Participant dies before benefits have commenced to the Alternate Payee.

**B. Alternate Payee's Death --**

If the Alternate Payee predeceases the Participant prior to the payment of benefits to the Alternate Payee under the terms of the Plan, the Alternate Payee's benefits awarded under this Order shall revert to the Participant and the Participant will receive the benefit entitlement under the Plan. If the Alternate Payee dies prior to or after the commencement of benefits, the Alternate Payee's benefits cannot be paid to the Alternate Payee's beneficiary or estate.

**V. MISCELLANEOUS**

**A. Jurisdiction --**

This matter arises from an action for dissolution of marriage under the case number set forth in the caption above, and this Court has jurisdiction to enter this Order.

**B. Order's Qualified Status --**

In the event the Plan Administrator determines that this Order is not a Qualified Domestic Relations Order, both Parties shall cooperate with the Plan's counsel to make the changes necessary for it to become a qualified Order. This includes signing all documents which may be necessary for the parties to obtain an amended Order satisfying all of the requirements of a Qualified Domestic Relations Order. For this purpose, this Court expressly reserves jurisdiction over the dissolution of marriage proceeding involving the Participant's interest and the Alternate Payee's awarded interest in the Plan.

**C. Certification of Information --**

All payments made pursuant to this Order shall be conditioned upon 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.

**D. Application for Benefit Commencement --**

Both the Participant and the Alternate Payee agree that each party must make application to the Plan Administrator prior to and as a condition of benefit commencement.

**E. Compliance with Applicable Laws --**

This QDRO is not intended to and shall not -- (i) require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan; (ii) require the Plan to provide increased benefits over those benefits payable to the Participant under the terms of the Plan in the absence of the QDRO; nor (c) require the Plan to provide any benefits to the Alternate Payee which are required to be paid to another Alternate Payee under another qualified domestic relations order.

**F. Plan Discharge of Liability --**

The Plan and its sponsor, employees, agents 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 indicates only that the Plan has determined that the Order satisfies 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 Administrator, 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.

**G. The Parties' Cooperation --**

The Participant and Alternate Payee acknowledge the foregoing division of the Participant's benefits under the Plan and authorize the release of any information required from the Plan Administrator to facilitate the implementation of this Order. The Participant and Alternate Payee also agree to complete all necessary forms and to provide all necessary information, including employment dates and filing any and all other required applications.



C. **Legal Representative Name --**  
**(for Minor Alternate Payee)**

**Social Security Number:**

**Address:**

**Date of Birth:**

D. **Award Commencement Date --**

E. **Award Termination Date --**

III. **ASSIGNED BENEFIT**

A. **Accrued Benefit --**

This Order implements the shared payment approach. The Plan shall pay benefits to the Alternate Payee in accordance with the formula as follows. For every month the Participant receives a pension benefit, the Alternate Payee shall be entitled to receive a portion of the Participant's monthly pension benefit that is equal to fifty percent (50%) [*Or Other Percentage*] of the Participant's accrued benefit as of [*Award Commencement Date*]. The monthly payment to the Alternate Payee shall commence and be effective as of [*Enter Date*]. The monthly payment to the Alternate Payee shall cease as of [*Award Termination Date*]. The Alternate Payee must make application to the Plan to commence benefit receipt. Notwithstanding the foregoing, the Alternate Payee's benefit shall cease upon the earlier of the Alternate Payee's death, the Participant's death or other event resulting in the cessation of monthly benefits to the Participant.

[OR]

A. **Accrued Benefit --**

This Order implements the shared payment approach. The Plan shall pay benefits to the Alternate Payee in accordance with the formula as follows. For every month the Participant receives a pension benefit beginning [*Award Commencement Date*], the Alternate Payee shall be entitled to receive a portion of the Participant's monthly pension benefit that is equal to [*Enter Dollar Amount*] of the Participant's accrued benefit. The monthly payment to the Alternate Payee shall commence and be effective as [*Enter Date*]. The monthly payment to the Alternate Payee shall cease as of [*Award Termination Date*]. The Alternate Payee must make application to the Plan to commence benefit receipt. Notwithstanding the foregoing, the Alternate Payee's benefit shall cease upon the earlier of the Alternate Payee's death, the Participant's death or other event resulting in the cessation of monthly benefits to the Participant.

B. **Cost of Living and Other Increases --**

The Alternate Payee's awarded benefit is to be regarded as that of a Participant that terminated employment as of [*Award Date*]. Accordingly, the Alternate Payee's benefit is not subject to increases by reason of the Participant's service subsequent to [*Award Date*] or accrual rate increases that are implemented subsequent to the [*Award Date*]. Should the Plan provide for cost of living adjustments and/or post-retirement benefit increases, said cost of living adjustments and/or post-retirement benefit increases shall [*Apply/Not Apply*] to

the Alternate Payee's awarded benefit to the extent of the Alternate Payee's pro-rata interest in the Participant's benefit as awarded pursuant to this Order. The Plan is not required to provide increased benefits to the Alternate Payee determined on the basis of actuarial value.

[OR]

**B. Cost of Living and Other Increases --**

The Alternate Payee's awarded benefit is not to be regarded as that of a Participant that terminated employment as of [Award Date]. Accordingly, the Alternate Payee's benefit shall be subject to increases by reason of the Participant's service subsequent to [Award Date] and accrual rate increases that are implemented subsequent to [Award Date]. Should the Plan provide for cost of living adjustments and/or post-retirement benefit increases, said cost of living adjustments and/or post-retirement benefit increases shall [Apply/Not Apply] to the Alternate Payee's awarded benefit to the extent of the Alternate Payee's pro-rata interest in the Participant's benefit as awarded pursuant to this Order. The Plan is not required to provide increased benefits to the Alternate Payee determined on the basis of actuarial value.

**C. Supplements --**

The Alternate Payee is entitled to share in any portion of any retirement supplement that is payable at her benefit commencement date or that subsequently becomes payable to the Participant.

[OR]

**C. Supplements --**

The Alternate Payee is not entitled to share in any portion of any retirement supplement that is payable at her benefit commencement date or that subsequently becomes payable to the Participant.

**IV. PAYMENT OF BENEFITS UPON DEATH**

**A. Participant's Death --**

Upon the Participant's death, payments to the Alternate Payee shall cease.

**B. Alternate Payee's Death --**

If the Alternate Payee predeceases the Participant prior to the payment of benefits to the Alternate Payee under the terms of the Plan, the Alternate Payee's benefits awarded under this Order shall revert to the Participant and the Participant will receive the benefit entitlement under the Plan. If the Alternate Payee dies prior to or after the commencement of benefits, the Alternate Payee's benefits cannot be paid to the Alternate Payee's beneficiary or estate.

## V. MISCELLANEOUS

### A. Jurisdiction --

This matter arises from an action for support under the case number set forth in the caption above, and this Court has jurisdiction to enter this Order.

### B. Order's Qualified Status --

In the event the Plan Administrator determines that this Order is not a Qualified Domestic Relations Order, both Parties shall cooperate with the Plan's counsel to make the changes necessary for it to become a qualified Order. This includes signing all documents which may be necessary for the parties to obtain an amended Order satisfying all of the requirements of a Qualified Domestic Relations Order. For this purpose, this Court expressly reserves jurisdiction over the dissolution of marriage proceeding involving the Participant's interest and the Alternate Payee's awarded interest in the Plan.

### C. Certification of Information --

All payments made pursuant to this Order shall be conditioned upon 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.

### D. Application for Benefit Commencement --

Both the Participant and the Alternate Payee agree that each party must make application to the Plan Administrator prior to and as a condition of benefit commencement.

### E. Compliance with Applicable Laws --

This QDRO is not intended to and shall not -- (i) require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan; (ii) require the Plan to provide increased benefits over those benefits payable to the Participant under the terms of the Plan in the absence of the QDRO; nor (c) require the Plan to provide any benefits to the Alternate Payee which are required to be paid to another Alternate Payee under another qualified domestic relations order.

### F. Plan Discharge of Liability --

The Plan and its sponsor, employees, agents 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 indicates only that the Plan has determined that the Order satisfies 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 Administrator, 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.

**G. The Parties' Cooperation --**

The Participant and Alternate Payee acknowledge the foregoing division of the Participant's benefits under the Plan and authorize the release of any information required from the Plan Administrator to facilitate the implementation of this Order. The Participant and Alternate Payee also agree to complete all necessary forms and to provide all necessary information, including employment dates and filing any and all other required applications.

**H. Minor Status --**

In the event the Alternate Payee is a minor, the Legal Representative reflected above shall act on the Alternate Payee's behalf with respect to benefits payable hereunder.