

ADDITIONAL/ALTERNATIVE PENSION PLAN QDRO PROVISIONS

1. Identifying Information for Participant/Alternate Payee

The **[Participant's]** **[Alternate Payee's]** Social Security Number and date of birth are provided in separate forms not attached to this Order as an identity theft preventative but that will be submitted to the Plan with this QDRO.

2. Plan Identification Information in Order

“Plan” shall mean the _____. Further, any successor plan to the Plan or any other plan(s), to which liability for provision of the Participant’s benefits described herein is incurred, shall also be subject to the terms of this Order. Also, any benefits accrued by the Participant under a predecessor plan of the employer or any other **[defined contribution]** **[defined contribution]** plan sponsored by the Participant’s employer, whereby liability for benefits accrued under such predecessor plan or other **[defined contribution]** **[defined contribution]** plan has been transferred to the Plan, shall also be subject to the terms of this Order. Any changes in Plan Administrator, Plan Sponsor, or name of the Plan shall not affect Alternate Payee’s rights as stipulated under this Order.

3. Tax Allocation

For purposes of Sections 402 and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Participant will be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal and/or state income taxes on such distribution. If the Alternate Payee is a child or other dependent of the Participant, the Participant will be responsible for any federal and/or state income taxes on any such distribution. Regardless of the terms of this Order, applicable federal, state and local tax laws will apply.

4. Constructive Trust/Payment to Wrong Party

Neither Party shall accept any benefits from the Plan which are the property of the other Party. In the event that the Plan inadvertently pays to the Participant any benefit that is assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall be considered a constructive trustee to the extent of such benefit and shall repay to the Plan any amounts **[within ten (10) days of receipt]**. In the event that the Plan inadvertently pays to the Alternate Payee any benefit that is actually payable to the Participant, the Alternate Payee shall be considered a constructive trustee to the extent of such benefit and shall repay to the Plan any such amounts **[within ten (10) days of receipt]**.

5. Plan Termination/PBGC

Effect of Plan Termination: If the Plan is terminated, whether on a voluntary or involuntary basis, and the Participant’s benefits become guaranteed by the Pension Benefit Guaranty

Corporation (PBGC), the Alternate Payee's benefits, as stipulated herein, will also be guaranteed to the same extent in accordance with the Plan's termination rules and in the same ratio as the Participant's benefits are guaranteed by the PBGC.

6. Certification/Cooperation with Plan Administrator

Certification of Necessary Information: 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.

7. Harmful Actions by Participant

Actions by Participant: The Participant shall not take any actions, affirmative or otherwise, that circumvent the terms and provisions of this Qualified Domestic Relations Order, or diminish or extinguish the rights and entitlements of the Alternate Payee as set forth herein. Should the Participant take any action or inaction to the detriment of the Alternate Payee, the Participant shall be required to make sufficient payments to the Alternate Payee to neutralize the effects of the Participant's actions or inactions, and to the extent of the Alternate Payee's full entitlement hereunder.

8. Participant Notice of Retirement

Notice of Pending Retirement: The Participant shall be required to notify the Alternate Payee, in writing, no less than thirty (30) days prior to his actual date of retirement. Such notice shall indicate his intentions to retire and his elected benefit commencement date. The notice shall be sent via regular, first class mail at an address specified by the Alternate Payee.

9. IRC Section 415

IRC Section 415 Limitations: Notwithstanding the provisions of this Order to the contrary, it is understood that Internal Revenue Code Section 415 and applicable provisions of the Plan impose maximum benefit payment limitations which may not be exceeded, and testing for such limitations requires aggregation of the Participant's benefit with those assigned to the Alternate Payee herein. In the event the aggregated benefits payable under the Plan to both the Participant and the Alternate Payee would exceed such Internal Revenue Code Section 415 limitations, the Participant and the Alternate Payee shall share on a pro rata basis any benefit reduction imposed by the Plan in order to comply with Internal Revenue Code Section 415.

10. Court's Continuing Jurisdiction over QDRO

Retention of Jurisdiction: This matter arises from an action before this Court under the case number set forth at the beginning of this document. Accordingly, this Court has jurisdiction to issue this Order.

In the event the Plan Administrator determines that this Order is not a Qualified Domestic Relations Order, both parties shall cooperate with the Plan Administrator 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 that meets the requirements for a Qualified Domestic Relations Order.

It is ORDERED that the Court shall retain jurisdiction of this cause for the purpose of making such clarifying orders as necessary for the proper enforcement of the orders contained herein and as may be necessary to assure acceptance of this Order as a Qualified Domestic Relations Order. The court also retains jurisdiction for the purpose of making such clarifying orders as necessary for the proper enforcement of the orders in the Final Decree of Divorce related to this Order; however, no amendment of this Order shall contain a requirement with respect to the Plan of a type described in Section [XX] above.

NOTE 1: The retention of jurisdiction language above is Texas specific. The retention of jurisdiction should reflect the appropriate language for the relevant court's jurisdiction.

NOTE 2: The reference to Section [XX] above in the retention of jurisdiction language above should reference the applicable section in the Order that provides the following language/prohibitions:

“Nothing contained in the Order shall be construed to require the Plan or Plan Administrator:

- (a) To provide to the Alternate Payee any type or form of benefit or option not otherwise available to the Participant under the Plan;
- (b) To provide the Alternate Payee increased benefits (determined on the basis of actuarial value) not available to the Participant; or
- (c) To pay any benefits to the Alternate Payee that are required to be paid to another Alternate Payee under another Order which has been determined to be a QDRO before this Order is determined to be a QDRO.”