

SAMPLE COMPANY
MODEL QUALIFIED DOMESTIC RELATIONS ORDER
FOR
SAMPLE COMPANY RETIREMENT PLAN

SEPARATE INTEREST APPROACH

This Domestic Relations Order is provided as a sample of language that Sample Company would find acceptable and is furnished as a convenience for legal counsel of the Participant and Alternate Payee and should be reviewed by such legal counsel before adoption on behalf of the Participant and Alternate Payee. Appropriate heading, introductory language and signature lines should be added. Separate orders for each Sample Company Plan are preferred; however, not required.

IT IS HEREBY ORDERED AS FOLLOWING:

1. Status of Order:

This order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's benefits payable under an employer-sponsored defined benefit pension plan which is qualified under §501 of the Internal Revenue Code ("Code") and the Employee Retirement Income Security Act of 1974 ("ERISA"). It is intended to constitute a Qualified Domestic Relations Order under §414(p) of the Code and §206(d) of ERISA. This order is entered pursuant to the authority granted in Section _____ of _____ the applicable domestic relations laws of the State of _____.

2. Identification of Participant:

Name of Participant: _____
Address of Participant: _____
Social Security Number of Participant: _____

Date of Birth of Participant: _____

3. Identification of Alternate Payee:

Name of Alternate Payee: _____
Address of Alternate Payee: _____

Social Security Number of Alternate Payee: _____
Date of Birth of Alternate Payee: _____
Relationship to Participant: _____

4. Identification of Plan:

This order applies to benefits under the Sample Company Retirement Plan sponsored by Sample Company (referred to herein as the "Plan").

5. Amount of Benefits to Be Paid to the Alternate Payee:

This order hereby awards to the Alternate Payee:

Alternative 1

_____ % of the Participant's accrued benefit (which is a benefit payable for the Participant's life only) determined pursuant to the terms of the Plan on _____ (referred to herein as the "Assignment Date").

Alternative 2

_____ % of the Participant's accrued benefit determined pursuant to the terms of the Plan on _____ (referred to herein as the "Assignment Date"), multiplied by a fraction the numerator of which is _____ (number of months of marriage Participant participated in the Plan) and the denominator of which is the Participant's total benefit accrual service determined pursuant to the terms of the Plan as of the Assignment Date provided that the resulting fraction shall not be greater than one (1).

6. Payment of Benefits to the Alternate Payee:

The Alternate Payee may elect to receive payments from the Plan of the benefits assigned to the Alternate Payee under this order in any form in which such benefits may be paid under the Plan to the Participant (other than in the form of a joint and survivor annuity with respect to the Alternate Payee and his or her subsequent spouse), but only if the form elected complies with the minimum distribution requirements of §401(a)(9) of the Internal Revenue Code. Any form of payment elected shall be adjusted actuarially pursuant to the terms of the Plan (i) to convert the accrued benefit from a life annuity for the life of the Participant to a life annuity for the life of the Alternate Payee, (ii) to reflect the form of payment elected and/or (iii) to reflect early commencement. Payments to the Alternate Payee pursuant to this order shall commence on any date elected by the Alternate Payee pursuant to the terms of the Plan, but not earlier than the Participant's earliest retirement age (or such earlier date as allowed under the terms of the Plan), and not later than the earlier of (A) the date the Participant would be required to commence benefits under the terms of the Plan or (B) the latest date permitted by §401(a)(9) of the Internal Revenue Code. For purposes of this order, the Participant's earliest retirement age shall be the earlier of (i) the date on which the Participant is entitled to a distribution under the Plan, or (ii) the earliest date on which the Participant could begin receiving benefits under the Plan if the Participant separated from service.

7. Treatment of Alternate Payee as Participant's Spouse:

Alternative 1

The Alternate Payee shall be treated as the Participant's spouse under the Plan for purposes of §§401(a)(11) and 417 of the Internal Revenue Code as to the total death benefit payable under the Plan. If the Alternate Payee should die prior to the Participant, no death benefit shall be payable.

Alternative 2

The Alternate Payee shall be treated as the Participant's spouse under the Plan for purposes of §§401(a)(11) and 417 of the Internal Revenue Code provided the death benefit payable to the Alternate Payee shall not exceed the benefit assigned pursuant to paragraph 5 hereof. If the Alternate Payee should die prior to the Participant, no death benefit shall be payable.

Alternative 3

The Alternate Payee shall be treated as the Participant's spouse under the Plan for purposes of §§401(a)(11) and 417 of the Internal Revenue Code provided the death benefit payable to the Alternate Payee shall not exceed the death benefit that would otherwise be payable if the Participant's accrued benefit, just prior to the date of the Participant's death, had equaled the amount pursuant to paragraph 5 hereof.

Alternative 4

The Alternate Payee shall not be treated as the Participant's spouse under the Plan for purposes of §§401(a)(11) and 417 of the Internal Revenue Code.

8. Death of Alternate Payee:

If Alternate Payee predeceases Participant prior to the commencement of Alternate Payee's benefits, then the Alternate Payee's assigned share of the benefits shall revert to the Participant, unless otherwise permitted under the terms of the Plan. Should the Alternate Payee predecease the Participant after Alternate Payee's benefit commencement date, then such remaining benefits, if any, will be paid in accordance with the form of benefit elected by such Alternate Payee.

9. Limitations:

This order shall not be construed to require the Plan, the Plan administrator, or any Plan fiduciary to:

- (A) Make any payment or take any action that is inconsistent with any federal law, rule, regulation or applicable judicial decision;
- (B) Provide any type or form of benefit or any option which is not otherwise provided under the terms of the Plan;
- (C) Provide the Alternate Payee with a joint and survivor annuity for the Alternate Payee's life and then for the life of the Alternate Payee's subsequent spouse;
- (D) Provide total benefits having a greater actuarial value, as pursuant to the terms of the Plan, than would have been payable in the absence of this order; and
- (E) Pay benefits to the Alternate Payee that are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.

10. Taxes:

The Participant and Alternate Payee shall each be responsible for his or her own federal, state and local income and any other taxes attributable to any and all payments made from the Plan which are received by the Participant and Alternate Payee respectively.

11. Inadvertent Payment(s) to Plan Participant:

In the event that the Plan Trustee inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this order, the Participant shall immediately return such payments to the Plan administrator. Upon receipt of the repayment, the Plan administrator shall issue an amended Form 1099-R to the Participant so that he/she is not liable for any income taxes associated with the Alternate Payee's assigned share of the benefits.

12. Overpayments:

In the event that the Plan administrator determines that an overpayment has been made to the Participant and/or the Alternate Payee for any reason and the parties cannot come to an agreement regarding their respective liability toward the Plan's recoupment of such overpayments, the Court shall reserve jurisdiction regarding the allocation of such repayments to the Plan between the Participant and Alternate Payee. An overpayment within the meaning of this section does not refer to an inadvertent payment as more fully described above in the section entitled "Inadvertent Payment(s) to Plan Participant." An overpayment refers to a situation where the Participant and/or Alternate Payee receives benefit payments from the Plan in excess of the amount owed.

13. Plan Termination:

In the event that 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 described herein, shall be combined with the Participant's benefits for purposes of any guaranteed benefits. Once the PBGC determines the extent of the guaranteed benefits on a combined basis, such guaranteed amount shall be divided by the combined benefits to determine a ratio which shall then be applied to both the Participant's and the Alternate Payee's benefits to determine the amount that the PBGC will guarantee individually to the Participant and Alternate Payee.

14. Current Address:

The Alternate Payee shall keep the Plan informed of the Alternate Payee's current address and telephone number. Notice of change of address or telephone number shall be made in writing to Sample Company Retirement Plan, addressed as follows:

Milliman Benefits Service Center
PO Box 601567
Dallas, TX 75360