

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

SHARED 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 headings, 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 Participation: _____

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 [_____] %] or [[\$_____]] of the Participant's monthly retirement income commencing on the later of the date this order is approved, or the date payments commence to the Participant. The payments will continue

until the earlier of the Alternate Payee's or the Participant's death. If the Participant's benefits have already commenced, any survivor benefits will be paid pursuant to the form of payment in pay status.

6. Payment of Benefits to the Alternate Payee:

The Alternate Payee will receive payments from the Plan in the same form as elected by the Participant.

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

Alternative 1

In the event the Participant's benefits have not yet commenced, 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. If the Alternate Payee should die prior to the Participant, any surviving spouse benefit shall revert to the Participant and no death benefit shall be payable.

Alternative 2

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.

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