

IN THE _____ COURT OF THE STATE OF _____

In re Marriage of:)
)
_____,)
Petitioner,)
)
and)
)
_____,)
Respondent,)
_____)

CASE NO. _____

ORDER

IT IS HEREBY ORDERED THAT:

1. QDRO. This order is intended to constitute a qualified domestic relations order within the meaning of §206(d)(3) of the Employee Retirement Income Security Act (“ERISA”), 29 U.S.C. §1056(d)(3) and is issued by this Court pursuant to **[insert state domestic relations law reference authorizing state court to enter order.]**
2. Plan. The name of the plan to which this order applies is the National Integrated Group Pension Plan (the “Plan”).
3. Parties. The name, last known mailing address, date of birth and social security number of each of the parties are as follows:

a) Participant

Name: _____
Address: _____

Date of Birth: _____
Social Security Number: _____

b) Alternate Payee (spouse)

Name: _____

Address: _____

Date of Birth: _____

Social Security Number: _____

4. Annuity Starting Date. References hereafter to the “Annuity Starting Date” mean the date on which the Participant chooses to begin receiving benefit payments.
5. Alternate Payee’s Benefit. The Alternate Payee is hereby awarded an Alternate Payee’s Benefit in the amount of one-half of the “Marital Period Benefit.” The Marital Period Benefit is defined as: The total monthly benefit accrued by the Participant during the “Marital Period” of _____ (date of marriage) to _____ (date of divorce) (i.e., the Participant’s Benefit Units multiplied by the applicable Benefit Level that is the lower of the Benefit Level in effect as of January 1, 2004, or as of the date of divorce, less any Offset Pension, in accordance with §6.01 of the Plan), reduced in accordance with §7.01 of the Plan to provide for a 50% Post-Retirement Spousal Benefit, and further actuarially reduced if payments to the Alternate Payee begin before the Participant’s Normal Retirement Date.
6. Period of Benefit Payment. Except in the event that the Participant predeceases the Alternate Payee before the Annuity Starting Date and a Pre-Retirement Death Benefit takes effect pursuant to paragraph 7 below, the Alternate Payee’s Benefit shall begin at the same time as payments to the Participant begin, and end at the Participant’s death. If after benefits begin the Alternate Payee predeceases the Participant, **[choose a or b]**
- (a) the Participant’s benefits shall be increased by the amount of the benefits previously being paid to the Alternate Payee **[or]**

- (b) the amount of benefits previously being paid to the Alternate Payee shall be paid to the Alternate Payee's designated beneficiary until the death of the beneficiary or the death of the Participant, whichever occurs first. In the event that the beneficiary also predeceases the Participant, the Participant's benefit shall be increased by the amount of the benefits previously being paid to the beneficiary. The Alternate Payee's "designated beneficiary" shall be the person (or persons), but not a subsequent spouse of the Alternate Payee, named by the Alternate Payee in writing pursuant to the Plan's normal procedures for designating a beneficiary.

7. Survivor Pensions.

- (a) The Alternate Payee shall be treated as a surviving spouse of the Participant for purposes of § 205 of ERISA, 29 U.S.C. § 1055 with respect to the Marital Period, and the Marital Period Benefit shall be paid in the form of a 50% Post-Retirement Spousal Benefit or Pre-Retirement Death Benefit, as applicable, in accordance with the Plan.
- (b) If the Alternate Payee survives the Participant, the Alternate Payee's Benefit defined in paragraph 5 shall be replaced by a 50% Post-Retirement Spousal Benefit or Pre-Retirement Death Benefit, as applicable, based on the Marital Period.
- (c) If the Participant is survived by both the Alternate Payee and a subsequent spouse, then:
 - i. If the Participant predeceases the Alternate Payee *after* the Annuity Starting Date, the Alternate Payee's Benefit defined in paragraph 5 shall be replaced by a 50% Post-Retirement Spousal Benefit based on the

Marital Period, and the right of a subsequent spouse to receive the remainder, if any, of the survivor pension shall not be affected.

- ii. If the Participant predeceases the Alternate Payee *before* the Annuity Starting Date, the Alternate Payee's Benefit defined in paragraph 5 shall be replaced by a 50% Pre-Retirement Death Benefit based on the Marital Period, and the right of a subsequent spouse to receive the remainder, if any, of the survivor pension shall not be affected.

- 8. Any actuarial calculations necessary to comply with this order shall be made in accordance with the actuarial assumptions established from time to time by the Plan.
- 9. Statutory Limitations. Notwithstanding any provision hereof to the contrary, in no event shall this order be interpreted as requiring the Plan to do any of the following:
 - (a) Require payment of benefits to the Alternate Payee or other alternate payees which are already required to be paid to another spouse or alternate payee under a prior qualified domestic relations order.
 - (b) Require the Plan to provide benefits with a greater actuarial value than it would otherwise pay.
 - (c) Require the Plan to provide any form of benefit or any option not otherwise provided under the Plan.

IT IS SO ORDERED:

Dated: _____

JUDGE OF THE _____ COURT

Rev. 7/2010