QDRO Procedures for

Laborers' District Council and Contractors' Pension Fund of Ohio

1. **Definitions:**

Accrued Benefit – The amount of retirement income payable at normal retirement age (calculated as a Regular Retirement Pension benefit, in the form of a single life annuity beginning at the Participant's normal retirement date).

Actuarial Equivalent –The Participant's pension may be reduced to accommodate the potential future payment to the spouse or former spouse over his or her own lifetime. The actuarial adjustment necessary to convert a participant's benefits into different forms and/or payment periods so that the total value of a participant's pension benefits remains equal (on an actuarial basis) regardless of the form of benefit or the commencement date the participant or alternate payee may elect.

Alternate Payee – An individual who is recognized as having a right to receive some or all of the benefits under a Qualified Domestic Relations Order. An alternate payee can be a spouse, former spouse, child or other dependent of a plan participant. However, the Alternate Payee must have been married to the Participant for at least one year to qualify for survivor benefits

Cost-of-Living Adjustment - A cost-of-living adjustment will increase pension benefits based on changes in the cost-of-living index. Cost-of-Living adjustments under the Plan are not automatic or guaranteed.

Earliest Retirement Age – The earliest retirement age under the Plan is:

- At least age 53 (minimum age may be higher in certain circumstances), and
- At least 10 pension credits, but less than 30.

Early Commencement Reduction – The pension benefit is reduced by 0.25 percent (or .50 percent in certain circumstances) for each month before age 60 (or age 62 in certain circumstances) that the participant or alternate payee begins receiving benefits.

Early Retirement Subsidy - A benefit provided to a Participant who is retiring prior to his/her normal retirement age that has not been actuarially reduced to reflect such early commencement of benefits. The Plan is subsidizing the participant's pension benefit to the extent that it exceeds what would otherwise have been payable with a full actuarial reduction.

ERISA - The Employee Retirement Income Security Act or ERISA is a Federal law that sets standards of protection for individuals in most voluntarily established, private-sector retirement plans. ERISA requires plans to provide participants with plan information, including important facts about plan features and funding; sets minimum standards for participation, vesting, benefit accrual, and funding; provides fiduciary responsibilities for those who manage and control plan assets; requires plans to establish a claims and appeals process for participants to get benefits from their plans; gives participants the right to sue for benefits and breaches of fiduciary duty; and if a defined benefit plan is terminated, guarantees payment of certain benefits through a Federally chartered corporation, the Pension Benefit Guaranty Corporation (PBGC).

Normal Retirement Age – Normal Retirement Age is:

- The later of either age 65 or the Participant's age on his/her 10th anniversary of participation (or on the fifth anniversary of participation if he/she completes one or more hours of service after December 31, 1987);
- If earlier, age 60 with at least five years of vesting credit and one year of pension credit.

Participant – Any person who has been credited with at least one year of pension credit and who is either actively earning vesting credits or has accrued at least one-fourth year of pension credit during the preceding calendar year. Also, any person who has acquired a vested interest in any benefit under the Plan.

Pension Credit – The number of years of covered employment, to the nearest one-fourth year, that is credited to the Participant's account for purposes of determining the amount of his/her pension benefit.

Plan – The Laborers' District Council and Contractors' Pension Fund of Ohio, established under the Agreement and Declaration of Trust dated as of November 1, 1967, as subsequently amended.

Plan Administrator – The Plan Administrator for the Plan is the Board of Trustees. The Board of Trustees has designated the Benefits Office to administer QDROs.

Qualified Domestic Relations Order – A domestic relations order that creates or recognizes the existence of an alternate payee's right to receive, or assigns to an alternate payee the right to receive, all or a portion of the benefits payable with respect to a participant under a retirement plan, and that includes certain information and meets certain other requirements. The domestic relations order is a judgment, decree, or order (including the approval of a property settlement) that is made pursuant to state domestic relations law (including community property law) and that relates to the provision of child support, alimony payments, or marital property rights for the benefit of a spouse, former spouse, child, or other dependent of a participant.

Separate Interest QDRO – This method may only be used before the Participant enters pay status. Under this approach, the parties divide the Participant's accrued benefit into two separate portions with the intent of giving the alternate payee a separate right to receive a portion of the benefit to be paid at a time and in a form different from those chosen by the Participant.

Shared Payment QDRO – This method must be used when the Participant has retired and is receiving a pension. Under this approach, the Alternate Payee will receive a specified portion of each monthly payment for as long as the Participant is alive and receiving a benefit under the Plan.

Vesting Credit – The number of years, to the nearest one-fourth year, credited to the account of any employee for purposes of determining whether that employee has earned a nonforfeitable right to accrued pension benefits.

2. **Assignment of Benefit and Qualified Domestic Relations Orders:** It is important to understand that although a Participant may be fully vested in his/her pension benefit, his/her benefit is not available while they are actively employed or before retirement – with certain disability exceptions. That means that benefits under the Plan cannot be used to satisfy a Participant's debts and he/she may not borrow against the pension benefits. They also may not be sold, used as collateral for a loan, given away or transferred. In addition, the Participant's creditors typically may not attach, garnish or secure funds from his/her retirement benefits. Once the Participant is eligible to receive his/her pension benefit, there are two exceptions. First, the Participant's pension benefits may be attached in certain circumstances by the Internal Revenue Service pursuant to a tax lien or levy to satisfy an obligation for past due taxes and related interest penalties.

The other exception to this general rule is a "Qualified Domestic Relations Order" (QDRO) which is a decree or court order that obligates the Plan to pay benefits to a person other than the Participant for marital property rights, child support or alimony. This court order may assign part or all of the pension benefits to be paid to a spouse, former spouse, child or other dependent as a result of a marital separation, dissolution or marriage, divorce, child support enforcement, including post-decree enforcement proceedings to collect alimony, spousal support or child support. A QDRO must contain specific information regarding the parties, the Plan and just how the Participant's pension benefits are to be divided and paid so that the Plan can do so. The Plan will not honor a QDRO under the Benefits Office determines that it meets all legal requirements. Once legal requirements are met and if the court order is valid, the Benefits Office is required by law to recognize such obligations and will so advise the affected parties and their legal counsel.

QDROs should be sent to the following address for review:

Laborers' District Council and Contractors' Pension Fund of Ohio
800 Hillsdowne Road
Westerville, OH 43081

3. **Model QDROs:** The Benefits Office can provide model QDROs for:

- A Pre-Retirement Separate Interest QDRO for Participants who are not yet in payment status

- A Pre-Retirement Shared Payment QDRO for Participants who are not yet in payment status

- A Post-Retirement Shared Payment QDRO for Participants who are already retired and in payment status

- A Post-retirement "Pop-Up" QDRO for the revocation of the Surviving Spouse Option elected by the Participant at retirement

- A QDRO for Child Support

- A Post-Disability Retirement Shared Payment QDRO for Participants who are currently in payment status with a disability benefit

- A QDRO nullifying a previously-filed QDRO

You may also access the model QDROs on the Plan's website at www.ohiolaborers.com

4. **The Following Items Must Be Addressed in a QDRO:**

- **Intent of the Order to be a Domestic Relations Order:** The Order must be a judgment, decree or order (including approval of a property settlement) that; (i) relates to the provision of child support, alimony payments or marital property rights to a spouse, former spouse, child or other dependent of the Participant, and (ii) is made pursuant to a State domestic relations law. A property settlement agreement signed by the parties is not a domestic relations order unless and until it is formally approved and adopted as an order by a court or other competent State authority.
- **Identifying the Plan:** The Order must clearly identify the Laborers' District Council and Contractors' Pension Fund of Ohio as the Plan to which the Order applies.
- **Participant Identifying Information:** The Order must contain the name and last known mailing address of the Participant. The Order must also

contain, or be accompanied by in a separate document, the date of birth and Social Security number of the Participant.

- **Alternate Payee Identifying Information:** The Order must contain the name and last known mailing address of each Alternate Payee. The Order must also contain, or be accompanied by in a separate document, the date of birth and Social Security number of each Alternate Payee.
- **Benefit Assigned to the Alternate Payee:** The Order must clearly specify the amount or percentage of the Participant's pension to be paid to the Alternate Payee or the manner in which the amount or percentage is to be determined. The QDRO cannot assign a lump sum dollar amount to the Alternate Payee.

  IMPORTANT NOTE FOR QDROs UTILIZING THE MARITAL PORTION FRACTION: Please understand that the Benefits Office cannot accept a marital portion (coverture) fraction that traditionally uses the number of months of participation or the number of months of credited service in the numerator or denominator of the fraction as this terminology does not apply to this multi-employer defined benefit Plan.
  Any member may be considered a "participant" even if he has not worked enough hours in a given year to obtain a credit (benefit). Thus, the denominator could change, in some cases, for extended periods of time, even though no credits are being earned. "Participation" is not a term used in the Plan. More importantly, the fraction uses "months of participation in the plan" when credits are earned based upon hours worked. In any one year, or month, hours may be worked which are, or are not the subject of credits based upon the plan. Since benefits are based upon hours worked and not upon months of participation, the Fund does not maintain monthly records. Therefore, even "months" of participation is not precisely defined.
- **Commencement Date:** The date that the Alternate Payee is to commence his/her share of the benefits.
- **Duration of Benefit Payments:** The Order must clearly state whether the Alternate Payee is to receive benefit payments actuarially adjusted and payable over his/her lifetime ("Separate Interest" Approach) or payable over the lifetime of the Participant ("Shared Payment" Approach).

5. **Prohibited Items in a QDRO:** An Order will not constitute a QDRO if it contains provisions that would require the Plan to provide:
   - any type or form of benefit option not otherwise provided under the terms of the Plan; or
   - increased benefits determined based on actuarial value; or
   - the payment of any benefits to the Alternate Payee that are required to be paid to another alternate payee under another order that was previously deemed to be a QDRO; or
   - the Alternate payee with a joint and survivor form of pension with respect to the Alternate Payee and his/her subsequent spouse; or
   - a Separate Interest to the Alternate Payee if the Participant is already receiving his/her pension.

6. **Submission of Draft Orders:** The parties are encouraged to submit a draft Order for review before the Order is submitted to the Court. The Benefits Office will review the draft and notify the parties whether the Oder would qualify as a QDRO if issued by the Court or if any revisions are required.

7. **Acknowledgment of Receipt:** Upon the receipt of an Order, the Benefits Office will promptly send to the Participant and each Alternate Payee named in the order a written notice that the Order was received. The notice will include instructions where to locate these QDRO Procedures on the Benefits Office website www.ohiolaborers.com. All notices will be sent to the addresses listed in the Order or to the address(es) previously provided to the Benefits office, if more current. As soon as reasonably possible, the Benefits Office will review the Order and notify the parties of their determination.

8. **Authorized Representative:** The Participant and Alternate Payee may designate an authorized representative and direct that all notices also be sent to their authorized representatives (e.g. their attorneys).

9. **Notification of Rejected QDROs:** If the Benefits Office determines that the Order does not qualify as a QDRO, a written notice of the determination will be sent by the Benefits Office to the Participant, Alternate Payee and their respective legal counsel or representative. The notice will set forth the reasons for the determination and the changes needed to the Order to qualify it as a QDRO.

10. **Notification of Approved QDROs:** If the Benefits Office determines that the Order qualifies as a QDRO, a written notice of the determination will be sent to the Participant, Alternate Payee and their respective legal counsel or representative. The notice will describe how the Plan will implement and apply the QDRO.

11. **Appeal Period Upon Approval of QDRO:** If any party to the proceeding does not agree with the terms of the QDRO, they must respond in writing, within 30 days of the notification of the approved QDRO, explaining the reasons for the dispute. During this 30-day period, the Participant and the Alternate Payee will not be permitted to commence benefits. Upon the expiration of the appeal period, if neither party (nor their legal representatives) has disputed the terms of the QDRO, the QDRO will be administered in accordance with its terms.

12. **Procedures in the Event of an Appeal:** If, within the appeal period set forth above, one of the parties dispute the terms of the QDRO in writing, they will have 90 days to submit an amended QDRO or withdraw their appeal. If an amended QDRO is not submitted by the end of the 90-day period, the originally approved QDRO will be administered in accordance with its terms.

13. **18 Month Maximum Segregation Period:** Pursuant to section 414(p)(7) of the Internal Revenue Code and Section 206(d)(3) of ERISA, during any period in which the

issue of whether a ***court executed*** domestic relations order is a qualified domestic relations order is being determined (by the Benefits Office, by a court of competent jurisdiction, or otherwise), the Benefits Office shall separately account for the amounts that would have been payable to the Alternate Payee under the terms of the order during such period if the order had been determined to be qualified.

The Benefits Office's duty to separately account for and to preserve the segregated amounts is limited in time. ERISA provides that the Benefits Office must preserve the segregated amounts for not longer than an 18-month period. This 18-month period does not begin until the first date (after the plan receives the order) that the order would require payment to the alternate payee.

Upon the qualification of the Order within the 18-month period, all withheld benefits will become payable to the Alternate Payee.

If within such 18-month period:

(i) it is determined that the Order is not a qualified domestic relations order, or

(ii) the issue as to whether such Order is a qualified domestic relations order is not resolved,

then the Benefits Office shall direct payment of the amounts separately accounted for to the person or persons who would have been entitled to such amounts if there had been no Order. Any determination that an Order is a qualified domestic relations order which is made after the close of the 18-month period shall be applied prospectively only.

Notwithstanding the above, if the amount assigned to the Alternate Payee cannot be determined or be readily ascertained, no withholding will take place.

14. Six Month Segregation for Imminent QDROs for Participants Entering Pay Status: If the Plan has a draft Order, a copy of the divorce decree or separation agreement indicating that an Order will be prepared, or has been notified by the Participant or an Alternate Payee that an Order is being drafted, the Benefits Office shall separately account for the amounts that could be payable to the Alternate Payee under the terms of the Order. The six-month segregation period will begin on the effective date of the Participant's pension. If a court executed Order is not received within the six-month period, the Benefits Office shall direct payment of the amounts separately accounted for to the person or persons who would have been entitled to such amounts absent any QDRO. If a court executed Order is received within the six-month period and subsequently approved, the segregated amounts shall be paid to the Alternate Payee to the extent required by the approved Order. If the amounts segregated exceed the amounts awarded to the Alternate Payee, the excess amount shall be paid to the person or persons who would have been entitled to such amounts absent any QDRO. Notwithstanding the above, if the amount to be assigned to the Alternate Payee cannot be determined from the information provided to the Plan (i.e., from the draft Order, divorce decree or separation agreement, or information provided by the Participant or Alternate Payee), no withholding will take place under this section

15. Vesting Status of the Plan Participant: In the event the Participant terminates employment before becoming vested in his/her benefits under the Plan, then the Alternate Payee will not be entitled to any benefits assigned to him/her under the QDRO.

16. QDROs Issued After Death of Participant or Alternate Payee: An otherwise valid QDRO will not be disqualified merely because it was received by the Benefits Office after the death of the Participant or Alternate Payee.

Specific QDRO Guidelines for a Separate Interest QDRO

1. Death of Alternate Payee: In the event the Alternate Payee predeceases the Participant prior to his/her benefit commencement date, the QDRO may provide that the Alternate Payee's share of the benefits reverts to the Participant. Alternatively, the QDRO may provide that the Alternate Payee's share of the benefits, if any remain after the Alternate Payee's death, may become payable to his/her designated beneficiary or estate. If a beneficiary has not been designated by or, if designated, does not survive the Alternate Payee, then the Alternate Payee's benefits will revert to the Participant.

In the event the Alternate Payee dies after he/she commences benefits in accordance with the terms of the QDRO, his/her benefits will be paid in accordance with the form of benefit he/she elected at commencement.

2. Death of the Participant Before Retirement: In the event the Participant predeceases the Alternate Payee prior to the Alternate Payee's benefit commencement date, the Alternate Payee's rights to receive the benefits assigned to him/her shall terminate. However, if the Alternate Payee is designated as the Participant's surviving spouse under the terms of the QDRO with respect to any Qualified Pre-Retirement Survivor Annuity benefits (QPSA), then the Alternate Payee will receive such QPSA benefits in lieu of the portion of the accrued benefit assigned to him/her under the QDRO. The QDRO must also indicate the portion or the manner in which to calculate the Alternate Payee's share of the QPSA benefits.

If the QDRO does not expressly provide that the Alternate Payee is to be treated as a surviving spouse, the Alternate Payee cannot be treated as a surviving spouse of the Participant by the Plan.

3. Death of the Participant After Retirement: In the event the Participant predeceases the Alternate Payee after his/her benefit commencement date, the Participant's death shall have no effect on the Alternate Payee's continued receipt of payments in accordance with the terms of the QDRO. The QDRO cannot attempt to assign a portion of any post-retirement surviving spouse benefits based on the Alternate Payee's assigned share of the benefits.

4. Early Retirement Subsidy: The Plan provides for an early retirement subsidy to Participants who qualify and actually retire with such a pension. If the Alternate Payee elects to commence benefits prior to the Participant's actual date of retirement, then the Alternate Payee's benefits will be calculated without considering any early retirement subsidy provided under the terms of the Plan. If the Participant subsequently retires and receives an early retirement subsidy, the Alternate Payee's benefits will not be recalculated to include such subsidy, unless the QDRO provides for such recalculation. If the Alternate Payee and the Participant elect to commence benefits at the same time, the Alternate Payee's benefit will be calculated including the early retirement subsidy.

14. **Cost-of-Living Adjustments and Benefit Enhancements:** The Plan does not provide for automatic post-retirement increases in pension benefits (i.e., COLA). Post-retirement increases are discretionary with the Plan's Board of Trustees and are not common. However, if it is the intent of the court and the parties to provide the Alternate Payee with a pro-rata share of the COLA or benefit enhancement, if and when paid by the Plan, then an affirmative statement to this effect must be included in the QDRO.

15. **Commencement of Benefits for the Alternate Payee:** Once a QDRO is approved by the Benefits Office, the QDRO shall be documented so that it may be acted upon when the Participant commences his/her pension, or at the time the Alternate Payee commences his/her benefit, if earlier. The Alternate Payee may elect to receive his/her benefits once the Participant's attains the Earliest Retirement Age under the Plan, even if the Participant does not retire and commence benefits. However, the Alternate Payee may not delay his/her commencement date any later than the Participant's actual date of retirement. It is the responsibility of the Alternate Payee to notify the Benefits Office of any address change.

In the event the Alternate Payee cannot be located or does not return his/her application for retirement in a timely manner once the Participant has retired, then the Alternate Payee's benefit will be withheld from the Participant's benefit under the Plan. Once the Alternate Payee has submitted his/her application for retirement, any benefit payments to the Alternate Payee will include the retroactive payments under the Plan.

If the Alternate Payee has any questions regarding his/her benefits, the Alternate Payee should contact the Benefits Office at (800) 236-6437.

Specific QDRO Guidelines for a Shared Payment QDRO for Participants ***NOT*** in Payment Status

1. Death of Alternate Payee: In the event the Alternate Payee dies either before or after his/her benefits commence, the Alternate Payee's assigned share of the benefits will revert to the Participant. Benefits cannot become payable to the Alternate Payee's beneficiary or estate.

- **Death of the Participant Before Retirement:** In the event the Participant predeceases the Alternate Payee **prior** to the date the Alternate Payee's benefits commence, the Alternate Payee's rights to receive the benefits assigned to him/her shall terminate. However, if the Alternate Payee is designated as the Participant's surviving spouse under the terms of the QDRO with respect to any Qualified Pre-Retirement Survivor Annuity benefits (QPSA), then the Alternate Payee will receive such QPSA benefits in lieu of the portion of the accrued benefit assigned to him/her under the QDRO. The QDRO must also indicate the portion or the manner in which to calculate the Alternate Payee's share of the QPSA benefits.

- **Death of the Participant After Retirement:** If the Participant dies **after** the Alternate Payee's benefits commence, the Alternate Payee's assigned share of the benefits will cease upon the Participant's death. However, if the Alternate Payee is designated as the Participant's surviving spouse under the terms of the QDRO with respect to any Qualified Post-Retirement Survivor Annuity benefits (QJSA), then the Alternate Payee will receive such QJSA benefits in lieu of the portion of the accrued benefit assigned to him/her under the QDRO. The QDRO must also indicate the form of benefit elected by the Participant on the date of his/her retirement in order to provide the Alternate Payee with the proper QJSA benefit.

2. Early Retirement Subsidy: The Plan provides for an early retirement subsidy to Participants who qualify and actually retire with such a pension. If the Participant retires and receives an early retirement subsidy, the Alternate Payee's benefits will not include such subsidy, unless the QDRO provides for such benefit to be payable to the Alternate Payee.

3. Cost-of-Living Adjustments and Benefit Enhancements: The Plan does not provide for automatic post-retirement increases in pension benefits (i.e., COLA). Post-retirement increases are discretionary with the Plan's Board of Trustees and are not common. However, if it is the intent of the court and the parties to provide the Alternate Payee with a pro-rata share of the COLA or benefit enhancement, if and when paid by the Plan, then an affirmative statement to this effect must be included in the QDRO.

4. Commencement of Benefits for the Alternate Payee: Once a QDRO is approved by the Benefits Office, the QDRO shall be documented so that it may be acted upon when the Participant commences his/her pension. The Alternate Payee's share of the benefits will commence at the same time that the Participant's benefits commence under the Plan. If the

Alternate Payee cannot be located within 90 days after the Participant's date of retirement, then the Benefits Office shall pay all benefits to the Participant until such time as the Alternate Payee can be located. If the Alternate Payee is subsequently located, the Plan shall pay benefits to the Alternate Payee on a prospective basis only. The Alternate Payee's interest in any amount already paid to the Participant is extinguished. It is the responsibility of the Alternate Payee to notify the Benefits Office of any address change.

If the Alternate Payee has any questions regarding his/her benefits, the Alternate Payee should contact the Benefits Office at (800) 236-6437.

Specific QDRO Guidelines for a Shared Payment QDRO for Retired Participants

1. **Death of Alternate Payee:** In the event the Alternate Payee dies either before or after his/her benefits commence, the Alternate Payee's assigned share of the benefits will revert to the Participant. Benefits cannot become payable to the Alternate Payee's beneficiary or estate.

2. **Death of a Retired Participant:** If the Participant dies **after** the Alternate Payee commences benefits, the Alternate Payee's assigned share of the benefits will cease upon the Participant's death. However, the Alternate Payee may be entitled to receive a survivor annuity based on the Participant's election at retirement. If a Participant elected a life annuity upon retirement, there are no survivor benefits payable under the Plan and the Participant is not permitted to change his/her election to provide for a survivor benefit.

3. **Cost-of-Living Adjustments and Benefit Enhancements:** The Plan does not provide for automatic post-retirement increases in pension benefits (i.e., COLA). Post-retirement increases are discretionary with the Plan's Board of Trustees and are not common. However, if it is the intent of the court and the parties to provide the Alternate Payee with a pro-rata share of the COLA or benefit enhancement if and when paid by the Plan, then an affirmative statement to this effect must be included in the QDRO.

4. **Commencement of Benefits for the Alternate Payee:** Upon expiration of the appeal period, as described above, the Alternate Payee's benefits will commence as soon as administratively feasible. Further, if any of the Alternate Payee's assigned share of the benefits have been withheld during the QDRO review process, the Alternate Payee will be entitled to receive such withheld benefits upon his/her benefit commencement date.

If the Alternate Payee cannot be located within 90 days after the approval of the QDRO, then the Benefits Office shall pay all benefits to the Participant until such time as the Alternate Payee can be located. If the Alternate Payee is subsequently located, the Plan shall pay benefits to the Alternate Payee on a prospective basis only. The Alternate Payee's interest in any amount already paid to the Participant is extinguished.

If the Alternate Payee has any questions regarding his/her benefits, the Alternate Payee should contact the Benefits Office at (800) 236-6437.

Specific QDRO Guidelines for a Shared Payment QDRO for Participants eligible for and/or drawing a Disability Benefit

1. Death of Alternate Payee: In the event the Alternate Payee dies either before or after his/her benefits commence, the Alternate Payee's assigned share of the benefits will revert to the Participant. Benefits cannot become payable to the Alternate Payee's beneficiary or estate.

2. Death of a Retired Participant: If the Participant dies **after** the Alternate Payee commences benefits, the Alternate Payee's assigned share of the benefits will cease upon the Participant's death. However, the Alternate Payee may be entitled to receive a survivor annuity based on the Participant's election at retirement. If a Participant elected a life annuity upon retirement, there are no survivor benefits payable under the Plan and the Participant is not permitted to change his/her election to provide for a survivor benefit.

3. Cost-of-Living Adjustments and Benefit Enhancements: The Plan does not provide for automatic post-retirement increases in pension benefits (i.e., COLA). Post-retirement increases are discretionary with the Plan's Board of Trustees and are not common. However, if it is the intent of the court and the parties to provide the Alternate Payee with a pro-rata share of the COLA or benefit enhancement if and when paid by the Plan, then an affirmative statement to this effect must be included in the QDRO.

4. Commencement of Benefits for the Alternate Payee: Upon expiration of the appeal period, as described above, the Alternate Payee's benefits will commence as soon as administratively feasible. Further, if any of the Alternate Payee's assigned share of the benefits have been withheld during the QDRO review process, the Alternate Payee will be entitled to receive such withheld benefits upon his/her benefit commencement date.

If the Alternate Payee cannot be located within 90 days after the approval of the QDRO, then the Benefits Office shall pay all benefits to the Participant until such time as the Alternate Payee can be located. If the Alternate Payee is subsequently located, the Plan shall pay benefits to the Alternate Payee on a prospective basis only. The Alternate Payee's interest in any amount already paid to the Participant is extinguished.

A participant's eligibility for a disability benefit expires when the participant reaches Early retirement age. A separate QDRO will be required for any subsequent benefit.

If the Alternate Payee has any questions regarding his/her benefits, the Alternate Payee should contact the Benefits Office at (800) 236-6437.

Specific QDRO Guidelines for a Shared Payment Child Support QDRO

1. Death of Alternate Payee: In the event the Alternate Payee dies either before or after his/her benefits commence, the Alternate Payee's assigned share of the benefits will revert to the Participant. Benefits cannot become payable to the Alternate Payee's beneficiary or estate.

2. Death of a Retired Participant: If the Participant dies **after** the Alternate Payee commences benefits, the Alternate Payee's assigned share of the benefits will cease upon the Participant's death.

3. Commencement of Benefits for the Alternate Payee: Upon expiration of the appeal period, as described above, the Alternate Payee's benefits will commence as soon as administratively feasible. Further, if any of the Alternate Payee's assigned share of the benefits have been withheld during the QDRO review process, the Alternate Payee will be entitled to receive such withheld benefits upon his/her benefit commencement date. The Plan shall make payments to the Representative Payee but mailed to him/her in care of the appropriate child support enforcement agency.

If the Alternate Payee or Representative Payee has any questions regarding the benefits, they should contact the Benefits Office at (800) 236-6437.

4. Taxes on Distributions: If the QDRO names the child as the Alternate Payee, then the Participant will be responsible for paying any taxes associated with such payments. However, if the QDRO names the spouse or former spouse of the Participant as the Alternate Payee, then pursuant to Federal Law, the Alternate Payee must pay any associated taxes on such distributions.

Specific QDRO Guidelines for a Post-Retirement "Pop-Up" QDRO

1. Voiding the Spouse's Option Survivor Benefit: If a Participant gets divorced after electing a 50%, 75% or 100% Spouse's Option at retirement, the survivor benefit remains in place for his/her former spouse until and unless it is waived or voided pursuant to an appropriate QDRO. The survivor benefit will be canceled when the Benefits Office receives and approves a QDRO. At that time the Participant's benefit will be prospectively restored to an actuarially increased benefit for the remainder of the Participant's lifetime under the so-called pop-up provisions of the Plan. Under the "Pop-Up" QDRO, the Alternate Payee waives all survivorship rights that he/she may have had under the Plan.