Qualified Domestic Relations Order Processing Package

For use with Defined Benefit Plans

Recordkept by Prudential Retirement
Introduction

This package is being provided to assist you in the preparation of a Qualified Domestic Relations Order ("QDRO"). Enclosed is the QDRO Policy to Determine the Qualified Status of a Domestic Relations Order.

A QDRO (pronounced “quadro”) is an abbreviated term for Qualified Domestic Relations Order. A QDRO is a court order that allows a spouse, former spouse, child or other dependent to receive all or a portion of an employee’s benefit from a defined benefit plan (including cash balance plans) due to a divorce, separation, or child support situation. For example, in a divorce situation the parties may wish to split the employee’s accrued benefit in a defined benefit plan, or cash balance in such a plan, so that the former spouse receives a portion of the accrued benefit as of the divorce date.

Under the law, the QDRO must contain specific information and must be approved by a court or authorized state agency and by the plan sponsor or other sponsor-appointed named fiduciary responsible for the administration of the plan (the Plan Administrator). A Domestic Relations Order (DRO) cannot be considered “qualified” and enforceable until both of these entities have approved the domestic relations order. A divorce decree, property settlement agreement, child support order, or other court document may indicate that a portion of the Participant’s benefit from the defined benefit plan is to be given to an Alternate Payee (the spouse, former spouse, or child) but the Order may or may not meet the requirements of a QDRO and the Plan has no obligation to comply with these documents unless they are reviewed and determined to be “qualified” by the Plan Administrator.

Usually, an attorney or a DRO specialist assists the marital parties in the preparation of a DRO. This package is intended to assist all parties in the preparation of a DRO for a defined benefit plan that will meet the requirements of the federal law as well as the requirements of the Plan. The enclosed policies and procedures will address such areas as: how to obtain specific benefit information that may be necessary to prepare the Order, the Plan’s policy with respect to placing a restriction on the Participant’s benefit, the procedures and process that will be followed in the review of any draft or court executed DRO, and other key definitions, policies and procedures. Please read this document carefully.

The qualification of a Domestic Relations Order is an administrative service that is provided by the QDRO Administrator. The QDRO Processing Package is being provided to assist the parties with the proper completion of a Domestic Relations Order. The QDRO Processing Package includes the Plan’s procedures to determine the qualified status of a Domestic Relations Order and a Model Domestic Relations Order with instructions for completion. This Model Domestic Relations Order offers provisions that conform to the requirements necessary for an Order to be considered “qualified” under Internal Revenue Code Section 414(p), ERISA Section 206(d) and with respect to the benefit provisions of the defined benefit plan.

Use of the Model Domestic Relations Order may expedite the process of determining the qualified status of the Order and may help ensure that the provisions of the Order conform to the Plan and Plan rules. The drafting of Domestic Relations Orders generally requires professional assistance (such as from an attorney). Prudential Retirement and its agents cannot provide such specific advice to either party. Neither Prudential Retirement nor its agents are responsible for the advisability of the use of the Model Order in any particular instance; variants of the Model Order’s provisions may, on occasion, be better suited to any particular case.
The QDRO Administrator will furnish specific benefit information on the Participant’s benefit under the following circumstances:

- Letter from Participant that requests benefit information
- Request for benefit information from another party, with the Participant’s Authorization
- Subpoena requesting benefit information
- Joinder requesting benefit information
- Divorce Decree that specifically states a division of benefits in the Plan

All future inquiries regarding domestic relations matters, including requests for benefit information, should be sent to the address indicated below. The parties may contact the QDRO Administrator:

Phone:
866-272-6303

Fax:
844-886-8539

Email:
doc.review@morneaushepell.com

Or by mail to:
Morneau Shepell QDRO Administration
P.O. Box 534277
St. Petersburg, FL 33747

The Plan Administrator is either the Plan Sponsor or other person identified in the Plan Document. The QDRO Administrator is Morneau Shepell acting on behalf of the Plan Administrator. The Plan Recordkeeper is Prudential Retirement.
The following QDRO Policy is provided in accordance with the requirements of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and the Retirement Equity Act of 1984 (REA), the Internal Revenue Code of 1986, as amended (the “Code”) and the Pension Protection Act of 2006. These QDRO Policy is used to determine whether any judgment, decree or order, including an approved property settlement agreement, issued pursuant to the applicable state's domestic relations or community property laws, which contain provisions for child support, alimony payments or marital property rights of a spouse, former spouse, child or other dependent of a Participant (a “Domestic Relations Order” or “Order”), is a Qualified Domestic Relations Order (“QDRO”) pursuant to the Code and ERISA.

(1) Notification to Participant and Alternate Payee

Upon receipt of a Domestic Relations Order, the Participant and the person named in the Order claiming an interest in benefits under the plan (the “Alternate Payee”) will be notified (at the addresses provided in the Order) of the receipt of the Domestic Relations Order. The Participant and Alternate Payee will be provided with a link to the website where the packages can be found, along with an access code and will be notified of any determination with respect to the status of the proposed Order. The Participant and Alternate Payee may designate a legal representative (e.g., their attorney) to receive copies of the QDRO Processing Package and notices with respect to such Orders.

(2) Requirements as a Qualified Domestic Relations Order

Within a reasonable period of time following the receipt of an Order, the QDRO Administrator will determine whether the Order is a "Qualified Domestic Relations Order." In order to be considered "qualified" the Order must be a “court certified copy” of a Court Executed Order and must contain the following information:

- The full name and last known mailing address of the Participant
- The full name and last known mailing address of each Alternate Payee
  [For administrative purposes, the social security numbers and dates of birth of the Participant and each Alternate Payee should be provided to the QDRO Administrator either within the Order or under separate cover.]
- A clear description of the amount or the method used to determine the percentage of the Participant’s benefit assigned by the Order to each Alternate Payee, or the manner in which such amount or percentage is to be determined. If the method of determining the percentage/amount assigned to the Alternate Payee requires the use of “service”, the order should specifically identify which service should be used; Benefit Accrual Service, Vesting Service or Participation Service. Keep in mind that Benefit Accrual Service is the only service that stops when a plan freezes accruals. Choosing any other service for purposes of determining the fraction of the benefit to be paid to an Alternate Payee could result in distorted results for plans that are, or become, frozen to future accruals.
- The impact that the death of either party will have on the benefit assignment, if death should occur either before or after benefits commence.
- The assignment, if any, of subsidies (ex: early retirement), cost of living adjustments and/or ad hoc increases provided by the plan
- The number of payments to be made to each Alternate Payee or period to which the Order applies.
- The full name of the defined benefit plan to which the Order applies

**The Order cannot require the Plan to provide for any of the following:**

- A type or form of benefit, or any option, not otherwise provided under the terms of the applicable Plan
- An increase in the value of the benefit in excess of the amount available to the Participant based on actuarial value under the terms of the applicable Plan
- Payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another Order previously determined to be a QDRO
• Commencement of Alternate Payees’ benefit before the Participant’s Earliest Retirement Age.

• The Plan to pay benefits to the Alternate Payee in the form of a qualified joint and survivor annuity for the lives of the Alternate Payee and his or her subsequent spouse

(3) Determination of Whether an Order Meets the Requirements of a Qualified Domestic Relations Order

Upon receipt of a Domestic Relations Order, the QDRO Administrator will review the Order to determine whether it is a Qualified Domestic Relations Order.

If the Order is determined to be qualified, the QDRO Administrator will notify all Parties that the Order is a QDRO. The Plan Recordkeeper will be instructed to establish a benefit record for the Alternate Payee based on the terms of the Order. A Party may object to the interpretive letter by providing one of the following documents to the QDRO Administrator:

• Notarized Statement signed by both the Participant and the Alternate Payee
• Court Executed Order to Vacate
• Restraining Order requiring the Plan not to act on the original Order

After the Alternate Payee’s benefit record has been established, the Alternate Payee may contact the Plan Recordkeeper at the toll-free customer service number to obtain information regarding the commencement and form of benefit available under the Plan.

If Order is determined not to be qualified, the QDRO Administrator will notify all Parties advising of the deficiencies in the Order. The parties will then have an opportunity to revise the Order to meet Plan requirements and re-submit to the QDRO Administrator.

An Order will not be “conditionally” qualified if any item/issue in the Order is not clear or is missing. However, the QDRO Administrator may supplement the Order with appropriate factual identifying information that is easily obtainable by the QDRO Administrator, rather than rejecting the Order as not qualified.

The QDRO Administrator must receive a “court certified copy” of a court executed Order in order to qualify the Order. Faxed or emailed copies are accepted for qualification.

Parties seeking QDROs may not rely on the QDRO Administrator or any employees or agents of the QDRO Administrator for legal advice. The QDRO Administrator will only provide factual information concerning the Participant’s benefits and the terms of the Plan. If any of the Parties are unsure as to the legal requirements for a QDRO, they should consult their legal advisors.

If a Participant dies after an Order is processed by the court, but before the Order is qualified by the Plan and before the Plan has distributed death benefits to any named beneficiaries, the QDRO Administrator will review the Order to determine if it is a QDRO based upon the requirements herein. If the Order is determined not to be qualified, death benefits, if applicable and as provided by the Plan, will be distributed to the Participant’s named beneficiaries at the time of death. If the Order is determined to be a QDRO, the administrator will comply with the terms of the QDRO with respect to the Alternate Payee’s assigned benefit, and unless the QDRO provides otherwise, any remaining benefit, if applicable and as provided by the Plan, will be distributed to the Participant’s named beneficiaries at the time of death.
(4) Restriction on Participant’s Benefit

Upon the QDRO Administrator’s receipt of the following documents, a QDRO indicator will be placed on the Participant’s benefit record for a period of up to 18 months. The indicator will prevent the Participant from commencing retirement benefits.

- Court Executed Domestic Relations Order
- Property Settlement Agreement, Dissolution of Marriage or a Final Decree of Divorce that indicates a division of benefits in the Plan.

The QDRO Administrator will also place an indicator on the benefit upon receipt of the following:

<table>
<thead>
<tr>
<th>Type of Document Received</th>
<th>Length of Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Restraining Order against the Plan</td>
<td>Until subsequent Order</td>
</tr>
<tr>
<td>Joinder</td>
<td>Until subsequent Order</td>
</tr>
</tbody>
</table>

The indicator will be removed if any one of the following items is received:

- The Order is qualified as a QDRO and a separate benefit record has been established for the Alternate Payee
- The QDRO Administrator receives a signed notarized “Waiver of Spouse’s Rights” form or “No Domestic Relations Matter Pending” form (forms are available from the QDRO Administrator)
- The QDRO Administrator receives a complete copy of a court-executed document (e.g., a Property Settlement Agreement, Order of Dissolution of Marriage or a Final Decree of Divorce) which clearly states that the Participant’s current or former spouse has waived his/her spousal rights to benefits under the defined benefit plan
- Court Executed Order to Vacate
- The expiration of the 18 month QDRO indicator

IMPORTANT NOTE: In the case of a retired Participant already in pay status, an indicator will not be placed on the monthly benefit. However, if a Court Executed Domestic Relations Order is received and it clearly states an amount to become payable to an Alternate Payee, such amount will be segregated for the benefit of the Alternate Payee during the review period. If the Order is deemed “qualified” then the segregated funds, including interest, will become payable to the Alternate Payee unless the Order clearly states otherwise. If the Order is deemed “not qualified”, then the segregated funds will continue to be set aside for a period of 18 months. If the QDRO Administrator is not presented with a subsequent Order that can be deemed “qualified”, then the segregated funds, including interest, will be returned to the Participant and the Plan will act as though no Order existed. Subsequently, if an order is deemed “qualified”, it will apply prospectively, that is, the Alternate Payee will be entitled only to amounts payable after that order is “qualified.”
The following sections will describe the administrative policy for qualification of a Domestic Relations Order, Understanding and Conditions and Definitions of QDRO Terms.

An Order for a defined benefit plan will not be determined to be qualified unless the Participant is vested in a portion of the benefit.

The Order must specify if the allocation of benefits is meant to be a “Separate Interest” or “Shared Interest” QDRO.

A **Separate Interest QDRO** divides the Participant’s benefit into two separate portions with the intent of giving the Alternate Payee a separate right to receive a portion of the retirement benefit to be paid during a time and in a form different from that chosen by the Participant. A separate interest QDRO should indicate that the Alternate Payee’s assigned portion of the payment from the plan will be adjusted for the difference in life expectancy (age) between the Participant and the Alternate Payee.

A **Shared Interest QDRO** splits the benefit payments made with respect to a Participant under the Plan to give the Alternate Payee part of each payment. Under this approach, the Alternate Payee will not receive a payment unless the Participant receives a payment. The Alternate Payee has no choice in the form of payment unless it is specified in the order. The monthly payment is not adjusted for the difference in life expectancy between the Participant and the Alternate Payee, because payments are contingent on the participant’s life.

If the Participant is currently receiving a monthly benefit, the only option available to the Alternate Payee is a Shared Interest QDRO providing for a percentage or a specific dollar amount of the Participant's monthly lifetime benefit. The assigned portion will be payable for the life of the Participant. The death benefit under this option would be based on the form of annuity and the beneficiary, if any, previously elected when the participant commenced receiving benefits from the plan. If a Separate Interest DRO is created after payment of the benefit has already commenced, all appropriate parties will be notified of the rejection of that DRO and informed of the need to regenerate the DRO as a Shared Interest Order.

5) **Separate Interest QDRO**

5.1 **Duration of Payment**

The assigned benefit will be payable based on the life and/or life expectancy of the Alternate Payee. The payment form elected by an Alternate Payee will dictate the period for which actual payments will be made.

5.2 **Commencement**

Based on Plan provisions, an Alternate Payee may commence the assigned benefit before payments to the participant have commenced (even while still accruing benefits), as long as commencement is at any time after the Participant’s earliest retirement age but no later than the earlier of the following to occur:

- The Participant’s actual commencement date
- The Participant’s required beginning date (generally April 1st of the year following the year the participant attains age 70½ or the Participant’s termination of employment, which ever comes later). This can vary by plan and by participant (i.e. 5% owners have special rules).

5.3 **Form of Payment**

Other than the limitations set forth in the plan, the Participant is not restricted to the form of payment elected, or the beneficiary chosen as part of that election, unless the Order specifically states those restrictions.

An Alternate Payee is eligible for any form of benefit in accordance with Plan provisions except for a joint and survivor option with a subsequent spouse, unless the Plan specifically allows for such a form to be elected (very uncommon).

5.4 **Death of the Participant**

The Order must indicate what happens to an Alternate Payee’s assigned benefit upon the death of the Participant and identify what death benefits are payable to any Alternate Payee vs. a more current spouse or beneficiary.

Upon the death of the Participant **prior** to an Alternate Payee’s commencement, one of the following options must be selected:
• Alternate Payee’s assigned benefit is unaffected, or
• Alternate Payee is designated as a surviving spouse for the Qualified Pre-Retirement Survivor Annuity (QPSA) with respect to the benefit. The QPSA will be paid in lieu of the assigned benefit. The order should specify if the Alternate Payee is the beneficiary for just the Alternate Payee’s portion of the benefit, or does it extend to the participant’s portion of the benefit for the martial period, as well. Or,
• Alternate Payee is not designated as a surviving spouse for the Qualified Pre-Retirement Survivor Annuity (QPSA). The Alternate Payee will not receive a survivor benefit from the Plan.

If the Participant dies after an Alternate Payee has commenced payment, the death of the Participant will not impact that Alternate Payee’s separate benefit payment.

5.5 Death of the Alternate Payee
The order must indicate what happens to an Alternate Payee’s assigned benefit upon the death of an Alternate Payee.

If an Alternate Payee dies prior to commencement, the order must state if the amount assigned to that Alternate Payee will revert to the Participant or if it will revert to the plan.

Upon the death of an Alternate Payee after commencement of benefits, the assigned benefit will be paid according to the form of payment elected by the Alternate Payee when benefits commenced.

5.6 Early Retirement Subsidy (ERS)
The Order may award an Alternate Payee a proportionate share of an Early Retirement Subsidy (ERS). The Order must indicate any one of the following options may apply:

• If an Alternate Payee commences prior to the Participant, they cannot receive any ERS until such time that the Participant commences their benefit. Under this scenario, the order must specifically state who the subsidy will be paid too once the participant commences. The options are: an Alternate Payee will receive their proportionate share of the ERS, an Alternate Payee’s ERS reverts to the Participant, or the Alternate Payee’s ERS reverts to the plan.

• If an Alternate Payee commences on or after the Participant, an Alternate Payee will receive a proportionate share of ERS based on the participant’s commencement. If the Alternate Payee will not receive a proportionate share of ERS.

• The order must indicate if the ERS otherwise payable to the Alternate Payee should be paid to the Participant or revert back to the Plan.

5.7 Cost of Living Adjustments, post-retirement increases, and/or ad hoc increase
The Alternate Payee can be awarded a proportionate share of any cost of living adjustments, post retirement increases, and/or ad hoc increases.

If an Alternate Payee is not awarded any such adjustments/increases, the order must indicate if such adjustments/increases should revert to the Participant or the plan.

(6) Shared Interest QDRO (Participant not in Pay Status)

6.1 Duration of Payment
An Alternate Payee’s assigned benefit will be payable for the duration of the payment form elected. To the extent the payment form chosen is subject to a life contingency, the primary life contingency for such payment form will be subject to the participant’s life.

6.2 Commencement
An Alternate Payee will commence the assigned benefit as of the date the Participant commences benefits.

6.3 Form of Benefit
An Alternate Payee is only eligible for the form of benefit elected by the Participant at commencement. If there are limitations on the election the participant can make with respect to payment forms and selection of beneficiaries, those limitations must be identified within the order.

6.4 Death of the Participant
The Order must indicate what happens to an Alternate Payee’s assigned benefit upon the death of the Participant.

An Alternate Payee can be designated as surviving spouse for the Qualified Pre-Retirement Survivor Annuity (QPSA) with respect to the assigned benefit. Upon the death of the Participant prior to commencement, the option can be:

- Alternate Payee is designated as a surviving spouse for the QPSA or any other death benefit in the Plan. The QPSA or such other death benefit will be paid in lieu of the assigned benefit.
- Alternate Payee is not designated as a surviving spouse for the QPSA or other death benefit. No Alternate Payee identified in the order will receive a survivor benefit from the Plan.

Upon the death of the Participant after commencement, the option can be:

- An Alternate Payee can be designated as surviving spouse for the Qualified Joint and Survivor Annuity (QJSA) on the assigned benefit. In this scenario, the Order must indicate that the QJSA MUST be elected by the Participant and that the Alternate Payee is designated as a surviving spouse for such QJSA option.
- Alternate Payee is not designated as a surviving spouse for the QJSA. That Alternate Payee will not receive a survivor benefit from the Plan upon the death of the participant.

6.5 Death of the Alternate Payee
Upon the death of the Alternate Payee prior to commencement of benefits, the assigned benefit will revert to the Participant.

Upon the death of the Alternate Payee after commencement of benefits, assuming the Participant is still living, the assigned benefit will revert to the Participant.

Upon the death of the Alternate Payee after the QPSA or survivor portion of the QJSA has begun, no further benefits will be paid for the assigned benefit.

6.6 Early Retirement Subsidy
The Order may award an Alternate Payee a proportionate share of an Early Retirement Subsidy (ERS). The order must indicate one of the following options:

- The Alternate Payee will receive a proportionate share of ERS.
- The Alternate Payee will not receive a proportionate share of ERS.
  - Under this option, the order must indicate who will receive the ERS, instead: The Participant or the Plan.

6.7 Cost of Living Adjustment, post-retirement increases, and/or ad hoc increase
The Alternate Payee can be awarded a proportionate share of any cost of living adjustment, post retirement increases, and/or ad hoc increase. The order should indicate if the Alternate Payee should receive these increases.

If the Alternate Payee is not awarded any such adjustments/increases, the order must indicate if such adjustments/increases should revert to the Participant or the Plan.
7) Shared Interest QDRO (Participant Already in Pay Status)

7.1 Duration of Payment
An Alternate Payee’s assigned benefit will be payable for the duration of the payment form elected. To the extent the payment form chosen is subject to a life contingency, the primary life contingency for such payment form will be subject to the participant’s life.

7.2 Commencement of Benefit
An Alternate Payee’s assigned portion will commence as soon as administratively feasible following qualification of this Order.

7.3 Form of Benefit
The Participant is currently in pay status; the only option available to an Alternate Payee is a percentage or a specific dollar amount of the Participant's monthly benefit payable under the form of annuity previously elected. If the Alternate Payee should remain the beneficiary for a non joint and survivor annuity form, the order should state this requirement.

7.4 Death of Participant
The assignment of benefits to an Alternate Payee will no longer be payable upon the death of the Participant. If an Alternate Payee had been designated as a beneficiary for a Joint Life or certain period option at commencement of the Participant’s retirement benefits, the Alternate Payee will receive a survivor’s benefit upon the death of the Participant pursuant to the terms of the option chosen at retirement.

7.5 Death of Alternate Payee
Upon the death of an Alternate Payee the awarded benefit will revert to the Participant.

7.6 Early Retirement Subsidies
If the Participant received an early retirement subsidy and an Alternate Payee’s assigned benefit is expressed as a percentage of the Participant’s payments, an Alternate Payee will receive a proportionate share.

If an Alternate Payee’s assigned benefit is expressed as a percentage of the participant’s accrued benefit (i.e. the benefit amount prior to adjustments for payment timing or form of payment), then the Order must indicate if the Alternate Payee should receive a proportionate share of the ERS.

If an Alternate Payee is assigned a specific dollar amount, that Alternate Payee’s assigned benefit will not be adjusted for early retirement subsidies.

7.7 Cost of Living Adjustment, post-retirement increases, and/or ad hoc increase
An Alternate Payee can be awarded a proportionate share of any cost of living adjustment, postretirement increases, and/or ad hoc increase.

If the Alternate Payee is awarded a percentage of the Participant’s payments, the Alternate Payee will receive, by default, a proportionate share of any prior adjustments/increases. The order must indicate if the Alternate Payee should be awarded a proportionate share of any future adjustments/increases.

If the Alternate Payee is awarded a percentage of the Participant’s accrued benefit, the Order must specify if the Alternate Payee will receive a proportionate share of any prior and/or future adjustments/increases.

If the Alternate Payee is awarded a dollar amount, that dollar amount will be paid without respect to prior adjustments/increases. The order must indicate if the Alternate Payee should be awarded a proportionate share of any future adjustments/increases.
(8) Understandings and Conditions

8.1 Federal Tax Treatment - For purposes of Section 402(a)(1) of the Code, an Alternate Payee who is a spouse or former spouse of the Participant shall be treated as the distributee for any distribution relating to the division of marital property or alimony under the terms of an Order. As such, the Alternate Payee will be required to pay the appropriate Federal Income Tax on such distributions. The Participant shall be treated as the distributee for any distribution relating to a non-spouse Alternate Payee under the terms of an Order. As such, the Participant will be required to pay the appropriate Federal Income Tax on such distributions. Any tax basis of any distribution to an Alternate Payee shall be on a proportionate basis pursuant to Section 72(m)(10) of the Code. This paragraph is not intended to constitute legal or tax advice. Parties are encouraged to consult with legal and tax advisors with respect to these issues.

8.2 Incorrect Payments - In the event the Plan incorrectly pays to the Participant or the Alternate Payee any benefits that are the property of the other party pursuant to the terms of this Order, such party shall immediately reimburse such payments directly to the Plan to allow the Plan to correct the error.

8.3 Name and Address - The Participant and an Alternate Payee must advise the QDRO Administrator, the Plan Recordkeeper and the Plan Administrator of any changes in their mailing address or legal name as set forth in the Order.

8.4 Notice of Prior Order - It is the responsibility of an Alternate Payee and Participant to advise the QDRO Administrator, before the determination of the “qualified status” of the Order, if any prior Orders exist which purport to dispose of or assign the benefits described in the Order.

8.5 Terms - Terms used in the Order shall have the same meaning as in the Plan unless the Order specifically provides otherwise.

8.6 Plan Name Changes - Any Order shall be deemed applicable to the Plan designated in that Order and to any successor employer Plan or any other Plan to which liability for payment of the benefit may be transferred. Changes in the Plan Sponsor, Plan Administrator or name of the Plan shall not affect the terms of the Order.

8.7 Plan Termination - If termination of any Plan covered by this Order causes the total benefits provided to or on behalf of the Participant to be reduced, any benefit thereafter payable under this Order to an Alternate Payee shall be reduced in the same proportion as the reduction in total benefits.

8.8 Remarriage - The subsequent remarriage of either party shall not affect the allocation of pension benefits as described in the Order unless otherwise stated in the Order.

8.9 Savings Clause - The Order cannot require the Plan to provide for any of the following:

- A type or form of benefit, or any option, not otherwise provided under the terms of the applicable Plan
- An increase in the value of the benefit in excess of the amount available to the Participant based on actuarial value under the terms of the applicable Plan
- Payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another Order previously determined to be a QDRO
- Commencement of Alternate Payees’ benefit before the Participant’s Earliest Retirement Age.
- The Plan to pay benefits to the Alternate Payee in the form of a qualified joint and survivor annuity for the lives of the Alternate Payee and his or her subsequent spouse

(9) Definitions

9.1 Participant will mean an employee or former employee of the Employer that has a vested benefit under the Plan.

9.2 Alternate Payee will mean a spouse, former spouse, child or other dependent of the Participant.

9.3 QDRO Parties will mean any Alternate Payee, the Participant, and legal representatives.
9.4 **Plan Administrator** will mean either the Plan Sponsor or other person(s) identified in the Plan document.

9.5 **Plan Recordkeeper** will mean Prudential Retirement, or successor.

9.6 **QDRO Administrator** will mean Morneau Shepell, or successor acting on behalf of the Plan Administrator. The QDRO Administrator can be reached at the following address:

   P.O. Box 534277  
   St. Petersburg, FL  33747

   Or, you may call the **QDRO Administrator at (866) 272-6303** between 9:00 a.m. and 4:00 p.m. Eastern Time. The fax number is 844-886-8539.

   Questions or secure documents can be sent to: doc.review@morneaushepell.com

   Documents can be emailed to: qdroprocessing@morneaushepell.com

9.7 **Determination Period** will mean the 18 month period beginning with the date (after the Plan’s receipt of the Order) on which the first payment would be required to be made to an Alternate Payee.

9.8 **Draft Order** will mean an Order that has not yet been entered by a court of competent jurisdiction. A Draft Order may be submitted to the QDRO Administrator for review prior to its being entered by the court.

9.9 **Domestic Relations Order** will mean an Order, (e.g. a Property Settlement Agreement, Dissolution of Marriage, Divorce Decree, Domestic Relations Order) duly entered by a court of competent jurisdiction, which creates or recognizes the existence of an Alternate Payee’s right to, or assigns to an Alternate Payee the right to, all or a portion of the benefits payable with respect to the Participant under the Plan.

9.10 **Qualified Order or QDRO** will mean an executed Order that meets the qualification requirements as specified in this document, as determined by the QDRO Administrator.

9.11 **Earliest Retirement Date** will mean the earliest date as of which the Participant may commence receiving benefits.

9.12 **Benefit Accrual Service** - A measure of service used in the determination of the benefit amount earned by the participant. Benefit Accrual Service may exclude service while the participant was an active employee of the employer, but benefits were not being earned.

9.13 **Service while Participating** - A measure of the amount of time the participant has actively participated in the plan. Participation service may include or exclude periods of time that are not counted in determining the benefit amount earned by the participant. *(Note: This was specifically not described as "Participation Service" since some plans define that as service required to become a participant. The intent was to measure service while a participant.)*

9.14 **Vesting Service** - A measure of service that is often used by plans to determine when a participant has achieved a non-forfeitable right to the employer funded benefit. It is also typically used as a contributing factor for determining different eligibilities within the plan. Vesting Service is typically credited for any time period a participant worked for the employer and may include periods of time that are not counted in determining the benefit amount earned by the participant.