

This model order does not describe every method that could be used to divide a retirement benefit between a participant and an alternate payee. Thus, the model order may not be appropriate for certain situations. The model order should not be used if its provisions do not satisfy the intent of the parties. Neither the Plan Administrator nor its agents are responsible for determining whether use of the model order is advisable in a given situation. In addition, neither the Plan Administrator nor its agents purport to provide legal advice to the parties by providing the model order. The Plan Administrator fully relies on the legal representatives of the parties to provide the parties with advice on the appropriateness of the model order.

IN THE COURT OF

CIVIL ACTION – LAW

PARTICIPANT'S NAME :

vs. :

ALTERNATE PAYEE'S NAME :

{Caption must conform to local court rules}

QUALIFIED DOMESTIC RELATIONS ORDER – SHARED PAYMENT

This order creates and recognizes the existence of the right of an “alternate payee,” within the meaning of section 414(p) of the Internal Revenue Code of 1986, as amended (the “Code”) (an “Alternate Payee”), to receive a portion of the Participant’s benefit under the plan listed in Part A below and is entered pursuant to the authority granted under the applicable domestic relations laws or community property laws of the State or Commonwealth of _____ *{enter appropriate reference}* (the “Order”).

This Order relates to the provision of: *{please check appropriate box}*

- Child Support Alimony Payments Marital Property Rights

Part A – Basic Information

Section 1 – Plan Name {this Section 1 may not be modified by the parties}

This Order shall apply to The Episcopal Church Lay Employees’ Retirement Plan (the “Plan”).

Section 2 – Participant Information[†]

Name	Date of Birth	Social Security No.
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Mailing Address (street, city, state and zip code)

Email Address*	Phone Number
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Section 3 – Alternate Payee Information†

Name	Date of Birth	Social Security No.
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Relationship to Participant

Mailing Address (street, city, state and zip code)

Email Address*

Phone Number

* By providing my email address above (or under separate cover to the Plan Administrator), I (the Participant or the Alternate Payee, as applicable) indicate my consent to the receipt of all correspondence related to, or associated with, this Order by electronic communication and agree to notify the Plan Administrator if my email address changes.

† In order to help protect a Participant’s and Alternate Payee’s privacy, the information required to complete Sections 2 and 3 of this Order (i.e., an individual’s date of birth, Social Security number and contact information), other than the individual’s name, may be provided to the Plan Administrator under separate cover such that it is not contained in the version of this Order that is filed in court.

Part B – Division of Pension Benefit

{Sections 2 and 3 of this Part B may not be modified by the parties}

The Participant and the Alternate Payee were married on _____ *{insert date}* and [legally separated / divorced] *{choose one}* on _____ *{insert date}*.

Section 1 – Alternate Payee’s Assigned Benefit

Except as otherwise provided herein, the Alternate Payee’s interest in each pension payment made by the Plan to the Participant is described below and shall begin with the first payment made on or after (1) the date payments to the Participant were suspended, in whole or in part, as a result of this Order or (2) if payments were not suspended, the later of the Participant’s benefit commencement date under the Plan and the date that this Order is approved as qualified by the Plan Administrator.

{Please select and complete one of the options below.}

Option 1 – Formula Method for Dividing Pension Accrued Through Date of Divorce / Legal Separation

Pension benefit accrued as of [date] <i>{insert date of divorce / legal separation}</i>	x	Number of years of Credited Service <u>under the Plan from [date] through [date]</u> Number of years of Credited Service under the Plan (through [date]) <i>{insert dates while married in numerator and date of divorce / legal separation in denominator}</i>	x	_____ % =	Portion of pension benefit assigned to the Alternate Payee
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Option 2 – Formula Method for Dividing Total Pension

Total pension benefit	x	Number of years of Credited Service under the Plan from [date] through [date]	x	_____ % =	Portion of pension benefit assigned to the Alternate Payee
		Number of years of Credited Service under the Plan (as of benefit commencement date)			
		<i>{insert dates while married in numerator}</i>			

Option 3 – Percentage of Pension Payment

Alternate Payee is hereby assigned _____% of each pension payment.

Option 4 – Dollar Amount of Pension Payment

Alternate Payee is hereby assigned \$ _____ of each pension payment.

{If Option 1 is selected above, include the following paragraph; otherwise delete.} For purposes of Option 1, the pension benefit shall be determined in accordance with Section 4.01(b) of the Plan.

{If Option 2, 3 or 4 is selected above, include the following paragraph and also select one of the forms of payment below; otherwise delete.} For purposes of Option 2, 3 or 4, the pension benefit shall be determined in accordance with Article 4 of the Plan. In addition, for purposes of Option 2 or 3, the pension benefit shall be calculated based on the form of payment selected below. (Notwithstanding any selection below as to the form of payment, if the Alternate Payee is the designated beneficiary of the Participant’s post-retirement survivor benefit, the actual payment option elected by the Participant at his or her retirement shall be used to calculate the division of benefits under this Order.)

- single life option
- normal form of benefit payable to the Participant at his or her retirement (50% joint and survivor option (if married) or single life option (if not married))
- actual payment option elected by the Participant at his or her retirement

Section 2 – Form and Commencement of Alternate Payee’s Assigned Benefit {this Section 2 may not be modified by the parties}

The benefit assigned to the Alternate Payee shall be paid to the Alternate Payee in the same form as payable to the Participant, which can be a monthly benefit over the Participant’s lifetime or a single lump sum payment¹. In either case, the total pension benefit payable to the Participant shall be reduced by the amount assigned to the Alternate Payee.

Payments under this Order shall commence on the later of the Participant’s benefit commencement date under the Plan and the date that this Order is approved as qualified by the Plan Administrator.

¹ A participant’s pension benefit is required to be paid in a single lump sum payment rather than as a lifetime monthly benefit if the total pension benefit is less than or equal to \$50 per month and the actuarial equivalent present value of the pension benefit is \$1,000 or less. A participant has the option of choosing to receive his or her pension benefit as a single lump sum payment instead of as a lifetime monthly benefit in one of the two following situations: (a) the participant’s total pension benefit is greater than \$50 but less than or equal to \$100 per month, or (b) the participant’s total pension benefit is less than or equal to \$50 per month and the actuarial equivalent present value of the pension benefit is greater than \$1,000.

Section 3 – Death of Participant or Alternate Payee {this Section 3 may not be modified by the parties}

If the Participant predeceases the Alternate Payee before payments have begun under the Plan, no payments shall be made to the Alternate Payee under this Order. If the Participant predeceases the Alternate Payee after payments have begun under this Order, payments to the Alternate Payee under this Order shall cease upon the Participant's death. Any survivor or death benefits that may be payable to the Alternate Payee shall be paid in accordance with the terms of the Plan and are not subject to division pursuant to the terms of this Order.

If the Alternate Payee predeceases the Participant, the benefit assigned to the Alternate Payee under this Order shall revert to the Participant, subject to any applicable legal and Plan reductions.

Part C – Other Benefits Included in the Division

Notwithstanding anything to the contrary in Part B of this Order, the following payments shall be treated as part of the Participant's benefit for purposes of determining the portion of each benefit payment assigned to the Alternate Payee: ***{Please select all payments that should be divided between the Alternate Payee and the Participant. Any item(s) not selected shall be allocated entirely to the Participant.}***

- any discretionary post-retirement cost-of-living adjustment granted under the Plan
- any additional extra or supplemental payments that may be payable to the Participant under the Plan

The Alternate Payee's assigned portion of the payment(s) selected above shall be equal to the same proportion of the Participant's pension benefit as determined under Section 1 of Part B of this Order; provided, however, that if the Participant's total benefit under the Plan is payable in a single lump sum payment in accordance with the terms of the Plan, this Part C shall not apply for purposes of calculating the Alternate Payee's assigned portion.

Any payment not selected above shall be allocated entirely to the Participant.

Part D – Division of Disability Retirement Benefits

{The Plan pays disability retirement benefits to eligible participants if they are under age 65. This Part D shall only apply if the Participant is under age 65. Otherwise, this Part D shall not apply and can be deleted.}

Disability retirement benefits that may be payable under the Plan to the Participant prior to the date on which the Participant attains age 65 shall be: ***{Please select one of the options below.}***

- divided between the Participant and the Alternate Payee in accordance with the provisions of Parts B and C of this Order.
- paid entirely to the Participant.

If the Participant has attained age 65, this Part D shall not apply.

**Part E - Understandings & Conditions
{this Part E may not be modified by the parties}**

1. ***Benefits Not Included in the Division*** – Unless otherwise expressly provided in this Order, the Alternate Payee's assigned portion of the Participant's benefits under the Plan shall not include any of the following payments: discretionary post-retirement cost-of-living adjustments and any additional extra or supplemental payments that may be payable to the Participant under the Plan.

2. **Applicable Plan** – This Order shall apply to the Plan designated in Part A above and to any successor employer plan or any other plan to which liability for payment of the Plan benefit may be transferred.
3. **Change in Plan Sponsor** – Changes in Plan Sponsor, Plan Administrator or Plan Name shall not affect this Order.
4. **Other Requirements** – This Order is not intended to, and shall not be construed in such a manner as to require the Plan to:
- (a) provide any type or form of benefit option not otherwise provided under the terms of the Plan;
 - (b) provide increased benefits determined on the basis of actuarial value not otherwise available to the Participant; or
 - (c) pay any benefits to the Alternate Payee that are required to be paid to another alternate payee under another order that was previously determined by the Plan Administrator to be a qualified domestic relations order (“QDRO”). By submission of this Order, the interested parties certify that (i) no such prior order exists purporting to divide the benefits that are the subject of this Order or (ii) if such prior order exists, the interested parties have advised the Plan Administrator of the existence of such prior order before the Plan Administrator’s determination of the “qualified status” of this Order.
5. **Constructive Receipt** – In the event that the Plan inadvertently or otherwise pays to an interested party hereto any benefits that are properly assigned to the other interested party under this Order, then the party receiving such excess benefits shall be deemed a constructive trustee of said amounts, and that party is ordered to deliver such funds or benefits within 30 days from receipt of same to the other party at the last known address.
6. **Name(s) and Address(es)** – The Participant and the Alternate Payee agree to notify the Plan Administrator of any changes in the contact information or legal name(s) set forth in Part A (or that were provided under separate cover to the Plan Administrator).
7. **Calculation of Credited Service** – The Participant and the Alternate Payee acknowledge and agree that Credited Service is earned in full months only, and, accordingly, that any formula set forth in Section 1 of Part B of this Order that divides the Participant’s benefit as of a certain date shall be deemed to divide the benefit earned for the entire month in which such date occurs.
8. **Qualified Domestic Relations Order** – This Order is intended to fulfill the applicable requirements of a QDRO pursuant to section 414(p)(1)(A)(i) of the Code, as applicable to a “church plan” pursuant to section 414(p)(11) of the Code; provided, however, that this Order also must conform to the terms and conditions of the Plan and such QDRO procedures as the Plan Administrator may adopt.
9. **Remarriage** – The subsequent remarriage of either party shall not affect the division of benefits as described herein, unless the parties have elected to calculate the benefit assigned to the Alternate Payee based on the normal form of benefit payable to the Participant at his or her retirement (50% joint and survivor option (if married) or single life option (if not married)).
10. **Taxes** – All taxes arising from benefits payable under this Order shall be paid in accordance with applicable federal and state law and by each party separately.
11. **Terms** – To the extent not specifically defined herein, the terms used in this Order shall have the same meanings as in the Plan. In the event of a conflict between the terms of this Order and the Plan, the Plan shall govern.

12. **Miscellaneous** – All amounts payable to the Alternate Payee hereunder shall be subject to the rules, regulations and practices of the Plan as from time to time in effect (which may be amended at any time, without notice and for any reason).

13. **Continued Jurisdiction** – The Court retains jurisdiction to enforce, revise, modify or amend this Order insofar as necessary to establish or maintain its qualification as a QDRO.

BY THE COURT:

Date: _____

SO STIPULATED:

Participant

Alternate Payee