

QDRO MODEL FORM—CRP Primary Retirement Benefit

(This model is for informational purposes only. It does not represent all of the alternatives available in drafting a QDRO. The parties to the order should review the Plan's QDRO materials and consult with their attorneys to ensure that their intentions are accurately reflected in the order submitted for review.)

State of _____
_____ County

In re the marriage of:

Case No.: _____

_____,)
_____,)
_____,)
And _____,)
_____,)
_____,)
_____)
_____)

**QUALIFIED DOMESTIC RELATIONS ORDER
UNDER THE
CONCORDIA RETIREMENT PLAN
(PRIMARY RETIREMENT BENEFIT)**

IT IS HEREBY ORDERED AS FOLLOWS:

- 1. Effect of This Order as a Qualified Domestic Relations Order:** This Order creates and recognizes the existence of the Alternate Payee's right to receive a portion of the Member's "Primary Retirement Benefit" payable under the Concordia Retirement Plan. It is intended to constitute a Qualified Domestic Relations Order ("QDRO") under Section 414(p) of the Internal Revenue Code.
- 2. Member Information:** The name, last-known address, Social Security Number, and date of birth of the Member are:

Name: _____

Address: _____

Last Four Digits of Social Security Number: _____

Date of Birth: _____

3. Alternate Payee Information: The name, last-known address, Social Security Number, and date of birth of the Alternate Payee are:

Name: _____

Address: _____

Last Four Digits of Social Security Number: _____

Date of Birth: _____

The Alternate Payee shall have the duty to notify the Plan Administrator in writing of any changes in such person's mailing address subsequent to the entry of this Order.

4. Plan Name: The name of the Plan to which this Order applies is the Concordia Retirement Plan (the "Plan"). Further, any successor plan to the Plan also shall be subject to the terms of this Order.

The term "Plan Administrator" shall mean Concordia Plan Services, whose current address is as follows: 1333 South Kirkwood Road, P. O. Box 229007, St. Louis, Missouri 63122-9007. Any changes in Plan Administrator, Plan Sponsor, or name of the Plan shall not affect Alternate Payee's rights as stipulated under this Order.

5. Pursuant to State Domestic Relations Law: This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the State of _____ ***[Insert State]***.

6. For Provision of Marital Property Rights: This Order relates to the provision of marital property rights and/or spousal support to the Alternate Payee as a result of the _____ ***[insert title of divorce decree]*** (the "Divorce Decree") between the Member and the Alternate Payee.

7. Assignment of Benefit: This Order assigns in favor of the Alternate Payee an amount equal to the following portion of the Primary Retirement Benefit to which the Member is otherwise entitled on a monthly basis (the "Benefit" or "Benefits"):

[Choose Alternative]

_____ A. An amount equal to _____ percent (_____%) of the Member's Benefit determined as of _____ ***[Insert date of Divorce Decree or any other designated date]***.

_____ B. An amount equal to _____ percent (_____%) of the Member's Benefit determined as of the earlier of the Benefit commencement date of either the Member or the Alternate Payee in accordance with the terms of the Plan.

_____ C. An amount equal to _____ percent (_____%) of the “marital portion” of the Member’s Benefit determined as of the earlier of the Benefit commencement date of either the Member or the Alternate Payee in accordance with the terms of the Plan. The “marital portion” shall be determined by multiplying the Member’s Benefit by the following fraction (not to exceed 1.0):

$$\frac{\text{\# months of Member’s creditable service in the Plan during the marriage}}{\text{Total \# of months of the Member’s creditable service at the time Benefits commence}}$$

_____ D. A dollar amount of \$_____ per month (but, if lesser, such amount shall be reduced to the amount of the Benefit determined as of the date of commencement).

(The portion of the Member’s Primary Retirement Benefit assigned to the Alternate Payee is sometimes hereinafter referred to as the “Assigned Benefit” or “Assigned Benefits”).

8. Benefit Adjustments: In the event the Plan provides for increased Benefits after payments have commenced to the Alternate Payee or this Order provides for a designated dollar amount to be assigned to the Alternate Payee, the Alternate Payee shall not be entitled to a proportional share of any such increase.

9. Commencement Date and Form of Payment to Alternate Payee: The Alternate Payee may elect to commence the receipt of the Assigned Benefits in accordance with the terms of the Plan at any time on or after the date the Member attains the “Early Retirement Date” (as such term is defined in the Plan). In all circumstances, the Alternate Payee shall commence to receive such Assigned Benefits no later than the Member’s “Normal Retirement Date” (as such term is defined in the Plan). The Alternate Payee may elect to defer commencement of the Assigned Benefits until the Member’s “Normal Retirement Date” even if the Member chooses to commence receiving Benefits at an earlier time in accordance with the terms of the Plan. The Alternate Payee has no right to demand a lump sum distribution of the Assigned Benefits. The Plan Administrator, however, reserves the right to make such a lump sum payment in the event it decides it is in the best interest of the Plan to do so. Notwithstanding the above, in no event shall the distribution of any Benefits to the Alternate Payee be made prior to the time when the Plan Administrator has determined that this Order is a QDRO. The Alternate Payee acknowledges that if the Alternate Payee commences payments prior to the Member’s “Normal Retirement Date,” early commencement reductions may apply in accordance with applicable Plan provisions.

10. No “Separate Interest”; Measuring Life; Survivorship Interest: This Order does not utilize a “separate interest” approach, and the Assigned Benefits shall be based upon and paid over the Member’s lifetime. The Alternate Payee is assigned the survivorship interest in, and shall be treated as the surviving spouse under the Plan with respect to, the Assigned Benefits. Such survivorship interest in the Assigned Benefits shall be subject to, and payable as provided in, Sections 11, 12 and 13 below.

11. Death of Member Before Assigned Benefit Commencement Date: In the event that the Member predeceases the Alternate Payee and the Alternate Payee has not commenced to receive the Assigned Benefits under the Plan, the Assigned Benefits shall be paid as follows:

- (a) where the Member had not attained age 55, the Alternate Payee will thereafter receive the survivorship interest assigned hereunder, if any, when the Member would have reached age 55 and such survivorship interest shall be equal to seventy percent (70%) of the Assigned Benefit the Alternate Payee would have received if the Member had lived to age 55; or
- (b) where the Member had already attained age 55 but, at the date of this Order, had not begun receiving Benefits under the Plan, the Alternate Payee will thereafter immediately receive the survivorship interest assigned hereunder, if any, and such survivorship interest shall be equal to seventy percent (70%) of the Assigned Benefit that would have been immediately available to the Alternate Payee at the time of the Member's death; or
- (c) where the Member had already attained age 55 and, at the date of this Order, had begun receiving Benefits under the Plan, the Alternate Payee will thereafter immediately receive the survivorship interest assigned hereunder, if any, and such survivorship interest shall be based on the Benefit election option the Member was receiving at the date of this Order as follows: (i) if the Member had elected a Single Life Annuity, then the Alternate Payee's Assigned Benefit will terminate, (ii) if the Member had elected a Joint and 70% Survivor Annuity, then the Alternate Payee will thereafter receive the survivorship interest assigned hereunder, if any, equal to seventy percent (70%) of the Assigned Benefit that would have been immediately available to the Alternate Payee at the time of the Member's death, and (iii) if the Member had elected a Joint and 100% Survivor Annuity, then the Alternate Payee will receive the survivorship interest assigned hereunder, if any, equal to the full Assigned Benefit that would have been immediately available to the Alternate Payee at the time of the Member's death.

12. Death of Member After Assigned Benefit Commencement Date: If, at the date of this Order, the Member has not begun receiving Benefits under the Plan, then in the event that the Member predeceases the Alternate Payee after the Alternate Payee has commenced to receive the Assigned Benefits under the Plan, then the Alternate Payee will thereafter receive the survivorship interest assigned hereunder, if any, equal to seventy percent (70%) of the Assigned Benefit being received by the Alternate Payee immediately prior to the Member's death. However, if, at the date of this Order, the Member has begun receiving Benefits under the Plan, then in the event the Member predeceases the Alternate Payee after the Alternate Payee has commenced to receive the Assigned Benefits under the Plan, the Alternate Payee will thereafter immediately receive the survivorship interest assigned hereunder, if any, and such survivorship interest shall be based on the Benefit election option the Member was receiving at the date of this Order as follows: (i) if the Member had elected a Single Life Annuity, then the Alternate Payee's Assigned Benefit will terminate, (ii) if the Member had elected a Joint and 70% Survivor Annuity, then the Alternate Payee will thereafter receive the survivorship interest assigned hereunder, if any, equal to seventy percent (70%) of the Assigned Benefit being received by the Alternate Payee immediately prior to the Member's death, and (iii) if the Member had elected a Joint and 100% Survivor Annuity, then the Alternate Payee will receive the survivorship interest assigned hereunder, if any, equal to the full Assigned Benefit being received by the Alternate Payee immediately prior to the Member's death (*i.e.*, payments to Alternate Payee will not change).

13. Death of Alternate Payee: If the Alternate Payee predeceases the Member prior to the commencement of the Assigned Benefits, the Assigned Benefits, as stipulated herein, shall revert to the Member. Should the Alternate Payee predecease the Member after the commencement date of the Assigned Benefits, then the Assigned Benefits being received

by the Alternate Payee immediately prior to the Alternate Payee's death shall revert to and thereafter be paid in the same amount to the Member. If the Member predeceases the Alternate Payee, then upon the subsequent death of the Alternate Payee, the Alternate Payee's survivorship interest, if any, in the Assigned Benefits shall terminate. Alternate Payee has no right to assign the Assigned Benefits to a beneficiary, the Alternate Payee's estate, or the Member.

14. Savings Clause: Notwithstanding any other provision to the contrary, this Order is not intended, and shall not be construed in such a manner, to require:

- (a) the Plan to provide any type or form of benefit option not otherwise provided under the terms of the Plan;
- (b) the Plan to provide increased benefits (determined on the basis of actuarial value); or
- (c) 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.

15. Certification of Necessary Information: All payments made pursuant to this Order shall be conditioned on the certification by the Alternate Payee and the Member to the Plan Administrator of such information as the Plan Administrator may reasonably require from such parties to make the necessary calculation of the Benefit and Assigned Benefit amounts described herein.

16. Continued Qualified Status of Order: It is the intention of the parties that this QDRO continue to qualify as a QDRO under Section 414(p) of the Internal Revenue Code, as it may be amended from time to time, and that the Plan Administrator shall reserve the right to reconfirm the qualified status of the Order at the time Assigned Benefits become payable hereunder.

17. Tax Treatment of Distributions Made Under This Order: For purposes of Sections 402(a)(1) and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Member shall be treated as the distributee of any distribution or payments made to the Alternate Payee under the terms of this Order, and as such, shall be required to pay the appropriate federal (and state, if applicable) income taxes on such distribution.

18. Constructive Receipt: In the event that the Plan Administrator inadvertently pays to the Member any Benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Member shall immediately reimburse the Alternate Payee to the extent that such person has received such Assigned Benefit payments, and shall forthwith pay such amounts so received directly to the Alternate Payee within ten (10) days of receipt.

19. Continued Jurisdiction: The court shall retain jurisdiction to establish and/or maintain the qualified status of this Order and to effectuate the original intent of the parties as stipulated herein. The court shall also retain jurisdiction to enter such further orders as are necessary to enforce the assignment of Benefits to the Alternate Payee, including the recharacterization thereof, as a division of Benefits under another plan, as applicable, or to make an award of spousal support, if applicable, in the event that the Member or the Plan Administrator fail to comply with the provisions contained herein. Furthermore, the court

retains jurisdiction to enter orders, including nunc pro tunc orders, that are just and equitable so long as the orders are not inconsistent with any other provisions of the Divorce Decree.

20. Code §415 Limitations: Notwithstanding the provisions of this Order to the contrary, it is understood that Internal Revenue Code §415 and applicable provisions of the Plan impose maximum benefit payment limitations that may not be exceeded, and testing for such limitations requires aggregation of the Member's Benefit with those assigned to the Alternate Payee herein. In the event the aggregated benefits payable under the Plan to both the Member and the Alternate Payee would exceed such Section 415 limitations, the Member and Alternate Payee shall share, on a "pro rata" basis, any benefit reduction imposed by the Plan in order to comply with Section 415. Any such "pro rata" reductions shall be determined at the time benefit payments commence to the Member or Alternate Payee, as applicable.

Further, as the Section 415 limits increase from time to time, the Plan Administrator may increase the amounts payable to affected participants under this qualified Plan. In this case, the Member's and Alternate Payee's respective share of the Benefits shall increase in a proportionate manner.

21. Overpayments: In the event that the Plan Administrator determines that an overpayment has been made to the Member and/or the Alternate Payee for any reason, including but not limited to, the Member's retroactive eligibility for Social Security disability payments, 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 Member and Alternate Payee.

22. Actions by Member: The Member shall not take any actions, affirmative or otherwise, that can circumvent the terms and provisions of this Order, or that could diminish or extinguish the rights and entitlements of the Alternate Payee as set forth herein. Should the Member take any action or inaction to the detriment of the Alternate Payee, the Member shall be required to make sufficient payments directly to the Alternate Payee to the extent necessary to neutralize the effects of such actions or inactions and to the extent of the Alternate Payee's full entitlements hereunder.

23. Notice of Pending Retirement: Pursuant to the terms of Section 9 above, the Alternate Payee may commence the receipt of Assigned Benefits at any time on or after the Member attains the "Early Retirement Date" but not later than the Member's "Normal Retirement Date." Therefore, if the Member elects "Early Retirement" (as defined in the Plan) prior to the Member's "Normal Retirement Date," the Member shall be required to notify the Alternate Payee, in writing, within thirty (30) days prior to the Member's actual date of retirement. Such notice shall indicate the intention to retire and the elected commencement date of the Member's "Primary Early Retirement Benefit" (as defined in the Plan). The notice shall be sent via regular, first class mail. For this purpose, the Alternate Payee shall notify the Member of any changes in the Alternate Payee's mailing address.

IT IS SO ORDERED.

JUDGE

Counsel For Member

Counsel for Alternate Payee