

(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 SAVINGS PLAN**

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 interest (the "Account") in, and established under, the Concordia Retirement Savings Plan (the "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 Savings Plan ("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]** ("Divorce Decree") between the Member and the Alternate Payee.

7. Assignment of Account: This Order assigns in favor of the Alternate Payee, as Alternate Payee's sole and separate property, an amount equal to the following portion of the Account to which the Member is otherwise entitled ("Benefit" or "Benefits"):

[Choose Alternative]

_____ A. An amount equal to _____ percent (_____%) of the Member's Account determined as of _____ **[Insert specific date which must be the last day of a calendar month]** (but, if lesser, such amount shall be reduced to the amount of the Account determined as of the date payment is to be made)

with gains/losses valued up to the last day of the calendar month preceding the distribution date.

without gains/losses.

_____ B. A dollar amount of \$_____ determined as of _____ ***[Insert specific date which must be the last day of a calendar month]*** (but, if lesser, such amount shall be reduced to the amount of the Account determined as of the date payment is to be made)

with gains/losses valued up to the last day of the calendar month preceding the distribution date.

without gains/losses.

(The portion of the Member's Account 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 is amended at any time after payment has been made to the Alternate Payee, such amendment shall not impact in any way the amount previously assigned to the Alternate Payee.
- 9. Payment Date and Form of Payment to Alternate Payee:** The Benefit assigned to the Alternate Payee shall be paid in a lump sum as soon as is reasonably practicable after the Plan Administrator has determined that this Order is a QDRO.
- 10. Separate Interest Approach; Death of Member:** This QDRO utilizes a "separate interest" approach, whereby a separate and distinct interest in the Benefit assigned to the Alternate Payee is based upon such interest in accordance with the terms of the Plan. Therefore, should the Member predecease the Alternate Payee, the Member's death shall not affect the Alternate Payee's right to the Assigned Benefit.
- 11. Death of Alternate Payee:** If the Alternate Payee dies after acceptance of this Order as a QDRO but before receipt of the Assigned Benefit, the Assigned Benefit, as stipulated herein, shall be paid to the Alternate Payee's estate.
- 12. 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.
- 13. 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.
- 14. 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 the Assigned Benefits becomes payable hereunder.

- 15. 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, will be required to pay the appropriate federal (and state, if applicable) income taxes on such distribution.
- 16. Constructive Receipt:** In the event that the Plan Administrator inadvertently pays to the Member any Benefit that is 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.
- 17. 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 the Benefit 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.
- 18. Code §414(p) Limitations:** Notwithstanding the provisions of this Order to the contrary, it is understood that this Order shall be controlled by the provisions of Internal Revenue Code §414(p).
- 19. 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 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.
- 20. 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.

IT IS SO ORDERED.

JUDGE

Counsel For Member

Counsel for Alternate Payee