

Local 282 Pension Trust Fund
Procedures For Processing Domestic Relations Orders

I. Introduction

These Procedures describe how domestic relations orders submitted to the Local 282 Pension Trust Fund (the “Fund”) are processed.

The Procedures should be read in conjunction with the Fund’s Rules and Regulations (the “Plan”), a copy of which is available from the Fund Office. If the Procedures conflict in any way with the Plan, the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) or the Internal Revenue Code (the “Code”), the Plan, ERISA, and the Code shall supersede these Procedures.

The Fund is required to honor qualified domestic relations orders (“QDROs”), as described in these Procedures. The Fund is not required to honor any document that is not provided to the Fund, including a document provided to an affiliated fund, such as the Local 282 Welfare or Annuity Trust Fund. The Fund is also not required to modify or reverse any payment, transaction, or application of funds occurring before receipt of any document purporting to be a QDRO. The Fund shall not be liable for any such payment, transaction, or application of funds. Further, the Fund is not required to comply with any document that does not comply with the Plan, such as a waiver of benefits in a divorce order or settlement that is not a QDRO.

II. Terms

Trustees. The term Trustees shall mean the Trustees of the Fund, who have the full and exclusive power, in their sole and absolute discretion, to construe the provisions of these Procedures and the Plan, and any construction adopted by or decision made by the Trustees under these Procedures in good faith shall be binding. The Trustees may delegate their responsibilities and authority hereunder.

Domestic Relations Order. A domestic relations order, or “DRO,” is any judgment, decree, or order (including approval of a property settlement agreement and a notice or order from a governmental child support enforcement agency) that relates to the provision of child support, alimony payments, or marital property rights to a spouse, as that term is defined under the Plan, former spouse, child, or other dependent of a Participant, and is made pursuant to a State domestic relations law (including a community property law).

Qualified Domestic Relations Order. The term “qualified domestic relations order” or “QDRO” means a DRO that (1) creates or recognizes the existence of an Alternate Payee’s right to, 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 pension plan, and (2) meets statutory and other requirements set out herein.

Proposed DRO. The term “proposed DRO” means a draft DRO, which has not been issued or entered by a court or other authorized body. A “proposed DRO” is not a “DRO,” and

the rules governing the Fund's processing of proposed DROs are separately described in Part IV of these Procedures.

Alternate Payee. An Alternate Payee may be a spouse, former spouse, child, or other dependent of a Participant who is recognized by a QDRO as having a right to receive all, or a portion of, the benefits payable under a plan with respect to the Participant. The Fund will not award benefits to any party other than the Participant or Alternate Payee(s), such as a contingent alternate payee, and a DRO will not be a QDRO if it provides for benefits to be payable to such other party. The Fund will also not award the Spouse's Pension to an Alternate Payee who is not otherwise eligible for the Spouse's Pension.

III. Types of QDROS

Shared Payment. Under this type of QDRO (also known as the stream of payments QDRO), the actual benefit payment payable to the Participant is split, and the Alternate Payee receives part or all of each payment. Under this approach, the Alternate Payee will not receive a payment unless the Participant is entitled to a payment and cannot begin receiving payments until the DRO is qualified by the Fund as a QDRO. The payments to the Alternate Payee end upon the earlier of the death of the Participant or the Alternate Payee. The Alternate Payee may not designate a beneficiary for the portion of the benefit allocated to the Alternate Payee in the event the Alternate Payee predeceases the Participant. Upon the death of the Participant, the Alternate Payee's portion of the Participant's benefit ends. However, the QDRO may name the Alternate Payee as the surviving spouse of the Participant for all or part of the Participant's benefit, if the QDRO requires the Participant to elect a Qualified Joint and Survivor Pension, as defined in the Plan, unless the Participant is entitled to the Spouse's Pension, in which case no election is required. The QDRO must include the portion of each payment to be paid to the Alternate Payee and when the payments begin and end.

Separate Interest. Under this type of QDRO, a portion of the actuarially determined value of the Participant's retirement benefit is payable to one or more Alternate Payee(s). Each Alternate Payee has a separate right to receive his or her portion of the actuarially determined value of the Participant's retirement benefit, at a time and in a form chosen by the Alternate Payee, rather than at the time and in the form chosen by the Participant. The Separate Interest QDRO cannot be used if the Participant's benefit has commenced before there is a final determination with respect to the qualified status of the DRO. The DRO must specify the portion of each payment to be paid to the Alternate Payee and when the payments may begin. At the time the Alternate Payee elects to commence the Alternate Payee's benefit, the Alternate Payee may designate beneficiaries if the Alternate Payee elects a payment form that provides benefits to beneficiaries after the Alternate Payee's death. The Alternate Payee may not elect a joint and survivor benefit with a subsequent spouse as the designated beneficiary.

IV. Proposed DROs

The parties should submit a proposed DRO to the Fund before submitting it to court to be entered as a DRO. If the parties submit to the Fund a DRO that has already been entered by a court, and the Fund identifies changes that are required in order for the DRO to be a QDRO, the parties may be required to submit an amended DRO to the court to be entered.

The Fund will advise whether a proposed DRO submitted by a party or a legal representative would be a QDRO if submitted to the Fund as an actual DRO, and if any changes should be made. In reviewing the proposed DRO, the Trustees or their delegee may consult with Fund counsel or other advisors. The Trustees or their delegee will evaluate whether the proposed DRO would be qualified pursuant to the Plan, ERISA, the Code, and the Fund's "QDRO Guidelines," attached hereto.

The parties must submit a DRO to the Fund for final approval after it has been entered by the court.

V. Receipt of DRO or Notice of a DRO, and Effect on Account and Payments

The Fund applies different rules depending on whether it receives notice of a DRO or an actual DRO and whether the Participant has already commenced benefits. These rules do not apply to receipt of non-written communications, and oral communications are insufficient to trigger any action by the Fund, other than a request for these Procedures.

For purposes of these Procedures, "Notice of a DRO" shall mean receipt by the Fund of a proposed DRO, or receipt of a written document that states that the parties intend to obtain a QDRO, or any other written document that explicitly states that the parties intend to obtain a judgment, decree, or order that creates or recognizes the existence of an Alternate Payee's right to, or assigns to an Alternate Payee the right to, receive all or a portion of the benefits payable with respect to the Participant from the Fund.

- A. *Notice to Affected Parties* – Upon receipt of a DRO or notice of a DRO and regardless of the Participant's pay status, the Fund will acknowledge receipt of the DRO or notice of the DRO to the Participant and all Alternate Payees identified. The acknowledgment will be in writing and consist of:
 - (a) a letter acknowledging when the DRO or notice was received, and an explanation of the hold described below that will be placed on the Participant's benefit, if applicable;
 - (b) a copy of the DRO or notice of a DRO received by the Fund; and
 - (c) a copy of these Procedures for processing DROs, along with the attached Guidelines.
- B. *Hold on Account if Participant not in pay status* – Upon receipt of a DRO or notice of a DRO, starting as soon as administratively feasible after receipt, and continuing for a reasonable period thereafter, the Fund will place a hold on payment of the Participant's benefit. The parties may agree in writing to the Fund for the Fund to place a hold on a different amount. If a DRO is not entered and received by the Fund within a reasonable period, the Fund will treat the notice of a DRO as not having been received and will pay any benefits as if no notice had been received. If the Fund subsequently receives a DRO that is qualified or, in the case of receipt of a DRO, determines that the DRO is qualified, payments shall be made in accordance with the DRO.

This rule does not apply if the Participant is in pay status , in which case no hold shall be placed on the Participant's benefit although. in that case, the Fund will segregate the Participant's account as appropriate, as described below.

- C. *Segregating Accounts upon receipt of DRO* – Upon receipt of a DRO, if the Participant is in pay status or elects to commence benefits while the qualified status of the DRO is being determined, the Fund will, as soon as administratively feasible after receipt of the DRO, separately account for the amount that would be payable to the Alternate Payee(s) during such period, if such amount can be determined by the Fund from the DRO. If the Fund cannot determine the amount that would be payable to the Alternate Payee(s) under the DRO, it will segregate fifty percent (50%) of the Participant's benefit. The Fund shall continue to account separately for such amounts until the earlier of the date the Fund determines whether the DRO is qualified or the expiration of eighteen (18) months from the date the first payment would have been due had the DRO been a QDRO. If the DRO is determined to be a QDRO, upon the Alternate Payee's filing of an application for benefits in accordance with the requirements of the Plan, and becoming eligible for such benefits, any amounts that have been separately accounted by the Fund for the Alternate Payee will be paid to the Alternate Payee (with interest). If, within eighteen months, the DRO is determined not to be a QDRO or no such determination is made, for any reason, any amounts held separately with respect to any Alternate Payee will be forwarded to the Participant (with interest).

VI. Request for Information About Benefit

If the Fund receives a request for a benefit statement showing the Participant's benefit amount and yearly accruals under the Plan or for other information relating to the interests of a Participant in the Plan from an Alternative Payee or an individual seeking to be established as an Alternate Payee (or his/her duly authorized representative), the Fund shall provide such information only with the written permission of the Participant or pursuant to a judicial order to provide such information; or if the Alternate Payee provides a sworn and notarized statement that the request for information is made in connection with a domestic relations proceeding involving the Participant and the Alternate Payee submits an appropriate court document indicating the parties are involved in such a proceeding; or if an attorney requests the information in writing and states that it is necessary for a domestic relations proceeding between the Participant and Alternate Payee. All responses to inquiries regarding the Participant's benefits will be made in writing. In the event that a dispute results from a determination by the Participant not to consent to a request for information, the Fund may, to the extent permitted by law, require the Participant to bear the expenses incurred by the Plan that result from such dispute.

VII. Determination of Qualification

The Fund will evaluate a DRO to determine if it is a QDRO as follows:

- A. *Process of Determination* – In making the determination, the Trustees or their delegatee may consult with Fund counsel or other advisors. This determination will

be made within a reasonable period of time from receipt of the DRO. The Trustees or their delegee will evaluate whether the proposed DRO would be qualified pursuant to the Plan, ERISA, the Code, these Procedures, and the Fund's "QDRO Guidelines," attached hereto.

B. *Determination*— The Fund or its representative will notify the parties' designated legal representatives, if any, or, if no such designation has been made, the Participant, all Alternate Payees, and any counsel for these parties of which the Fund has notice of the Fund's determination regarding the DRO, which shall consist of the following:

1. If the Fund determines that the DRO is a QDRO, the letter will describe the understanding of the Fund as to its provisions and effect, unless previously provided.
2. If the DRO is found to be deficient, the letter will state in what respect the DRO is deficient, and how it may be amended to qualify under the law and the Plan.

C. *Failure to Make Determination* – If a final determination is not made within eighteen months from the receipt of the original DRO by the Fund office, any amounts held separately with respect to any Alternate Payee will be forwarded to the Participant (with interest). A determination that a DRO is a QDRO after the close of the eighteen-month period will be applied prospectively only.

VIII. Effect of Determination of Qualified Status of Order

Alternate Payee as Beneficiary – Upon a determination that a DRO is a QDRO, any Alternate Payee(s) named in the QDRO will be treated as a beneficiary of the Fund for all purposes, including ERISA's disclosure requirements, except PBGC premiums.

Taxation – Under the Internal Revenue Code, if an Alternate Payee is a spouse or former spouse of the Participant, and the payments are for a division of marital property, then the payments are taxed to the Alternate Payee. If the Alternate Payee is a spouse or former spouse of the Participant, and the payments represent alimony payments to the Alternate Payee, then the payments are taxable to the Participant. If the Alternate Payee is the child or dependent of the Participant, payments are taxed to the Participant. Unless advised otherwise, the Fund will treat payments to the Alternate Payee under the QDRO as taxable to the Alternate Payee.

Paying Benefits Under a Separate Interest QDRO – For a separate interest QDRO, the Alternate Payee must apply for benefits at the time and in the manner prescribed in the Plan and the QDRO. In such cases, the Fund will provide the Alternate Payee with a description of the available benefit form options at the time of the Alternate Payee's application.

IX. Miscellaneous

QDRO Limitations – The QDRO must state that, notwithstanding any other provision in the QDRO, the Fund shall not be required to (a) provide any type or form of benefit, or any

option, not otherwise provided under the Plan; (b) provide increased benefits (determined on the basis of actuarial value); or (c) pay benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another order previously determined to be a QDRO.

Other Divorce Documents - The Fund will not recognize any divorce decree, separation agreement, property settlement, restraining order, garnishment, attachment, execution or levy, submitted in lieu of a QDRO and that does not meet the requirements of a QDRO by law, as establishing the beneficial interest of an Alternate Payee in any assets of the Fund.

Payment Error – To the extent that the Fund makes any payment in error to any party in reasonable reliance on the QDRO, that party shall return the payment(s) to the Fund.

Changes to QDRO – Each party to the QDRO, and counsel, must advise the Trustees of any change in his or her contact or identifying information. The parties must submit an amended DRO in order to make any changes to the type, amount, or form of any benefit.

Timing of DRO – The Fund shall not determine that a DRO is not a QDRO solely because of the time it is issued. For instance, the Fund shall not determine that a DRO is not a QDRO solely because the Participant has died, or because the Participant and Alternate Payee have already divorced. However, if the Participant dies, and the Fund has not received written notice of a DRO, it shall pay any benefits without regard for any DRO that may exist and shall not be liable for any such payments.

Subsequent DRO – If, after a DRO has been received by the Fund (either before or after it is determined to be qualified), a new DRO with respect to the same parties is received modifying the earlier DRO, the second DRO shall supersede the first DRO. If the first DRO has been determined to be a QDRO, the second DRO will have only prospective effect.

Surviving Spouse - Unless otherwise provided in a QDRO, an Alternate Payee shall not be treated as the surviving spouse of the Participant.

Legal Representatives – The Participant and any Alternate Payee may designate (in writing to the Fund) a representative for receipt of copies of any documents that are sent to them pursuant to these Procedures. If so designated, copies of documents will be sent to the legal representatives, and all future correspondence under these Procedures will be directed to the legal representatives. If there is no such designation but the Fund is aware of a legal representative of record, correspondence will be sent to the Participant and Alternate Payee, with a copy to the legal representative(s).

Additional Information – The Trustees may request the Participant and/or the Alternate Payee(s) to furnish any documents and information the Trustees in their sole discretion deem necessary.

Application for Benefits - The Alternate Payee shall provide such information and complete such forms as are requested by the Fund prior to the payment of benefits to the Alternate Payee due under the QDRO.

Contact information – If no address is given in the DRO for mailing of any document sent under these Procedures, the Fund shall mail it to the last known addresses of the Participant and the Alternate Payee(s).

Modification to QDRO Procedures – The Trustees have the right to amend or modify these Procedures without notice to any party. No amendment or modification, unless required by law or applicable regulation, will cause a DRO previously determined to be a QDRO to fail to retain its qualification.

Disclaimer – In all cases, the terms of the Plan shall determine any party's eligibility for benefits and the amount of such benefits. The benefits payable are governed by the Plan, which is subject to change or termination at any time. All benefit payments are subject to the actual terms and conditions of the Plan in effect when a party applies for benefits.

ADDENDUM TO
Local 282 Pension Trust Fund
Procedures For Processing Domestic Relations Orders
QDRO Guidelines

These Guidelines are for individuals who are drafting domestic relations orders to be submitted to the Local 282 Pension Trust Fund (the “Fund”) with respect to Participants in the Fund.

These Guidelines should be read in conjunction with the Fund’s Procedures for Processing Domestic Relations Orders (“QDRO Procedures”) and the Fund’s Rules and Regulations (the “Plan”), copies of which are available from the Fund Office. If the Guidelines conflict in any way with the QDRO Procedures, the Plan, the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), or the Internal Revenue Code, as amended (the “Code”), the Plan, ERISA, the Code, and the QDRO Procedures shall supersede these Guidelines. Terms defined in the QDRO Procedures shall have the same meaning herein.

I. Identification

A. Plan

The QDRO must state the formal name of the plan to which the QDRO applies. The Fund’s formal name is “the Local 282 Pension Trust Fund.”

B. Domestic Relations Law

The QDRO must cite to the applicable state domestic relations law pursuant to which the order is or will be entered. The QDRO must relate to the provision of child support, alimony payments or marital property rights to a spouse, as that term is defined under the Plan, former spouse, child or other dependent of a Participant.

C. Participant

The QDRO must state the name, address, social security number, and date of birth of the Participant. If the parties object to providing the social security number and/or date of birth in the QDRO, they may provide the information to the Fund under separate cover.

The QDRO must also state the name and address of Participant’s legal counsel or other representative, if any. If known, the QDRO should also state whether the Participant is already receiving a benefit from the Fund.

D. Alternate Payee

The QDRO must state the name, address, social security number, and date of birth of each Alternate Payee. An Alternate Payee must be a spouse, former spouse, child or other dependent of a Participant. If the parties object to providing the social security number and/or

date of birth in the QDRO, they may provide the information to the Fund under separate cover. The QDRO must also state the name and address of the Alternate Payee's counsel, if any. The Fund does not permit successor or contingent alternate payees.

If the Alternate Payee is a spouse or former spouse, the QDRO must list the dates of the parties' marriage and separation or divorce. If the Alternate Payee is a child, the QDRO must describe the parties' relationship.

E. Child Support Payments to Government Agency

The QDRO may require child support payments to a government child support collection agency, in which case it must identify the basis for the payments, and provide all necessary payment and contact information for the agency.

II. Types of QDROs and Benefit Amounts

Generally, there are two types of QDROs, a Shared Payment QDRO, which must be used when the Participant has already begun receiving benefits from the Fund and may be used in other cases, and a Separate Interest QDRO, which may be used when the Participant has not already begun receiving benefits from the Fund.

Shared Payment QDRO – The QDRO must state the amount of the benefit assigned to the Alternate Payee, either in the form of a flat dollar amount (not to exceed the Participant's monthly benefit payment) or a percentage of each monthly benefit payment made to the Participant (e.g., "\$50 per month of the Participant's monthly benefit" or "40% of the Participant's monthly benefit"). The QDRO must also state the period of time during which such payments are to be made.

Separate Interest QDRO – The QDRO must state the amount of the benefit being assigned to the Alternate Payee by describing a formula for calculating the benefit. There are two common formulas, although other formulas may also be acceptable, at the Trustees' or their delegate's discretion.

Under one formula, the benefit assigned to the Alternate Payee is a percentage of the Participant's actuarially adjusted accrued benefit in the Fund determined as of a specified date. Under this formula, the Alternate Payee will receive a percentage of whatever benefit the Participant had accrued as of the date selected.

Under the second common formula, the benefit assigned to the Alternate Payee is a percentage of the Participant's actuarially adjusted accrued benefit as of a specified date, multiplied by a ratio, the numerator of which is the Participant's service under the Plan during the marriage, and the denominator of which is the Participant's total service under the Plan as of the date benefits first commence to either party. Under this formula, the Alternate Payee will receive a specified percentage of whatever benefit the Participant accrued during the marriage.

Under either formula, the QDRO must specify the date the Fund should use to determine the amount of the Participant's benefit (e.g., the date of divorce, the date of the first payment to the Alternate Payee, *etc.*).

Calculation of Benefits – The dollar amount of benefits to which each party is entitled under the QDRO is calculated pursuant to the Plan.

No “Account” – Please note that in any case, either under a Shared Payment or Separate Interest QDRO, the QDRO should not reference “accounts,” “account balances,” or the Alternate Payee’s “right to direct the Administrator to invest” any account, since the Fund is a defined benefit plan and therefore does not maintain individual accounts or allow for Participant-directed investments.

III. Benefit Commencement

Shared Payment QDRO – The Alternate Payee’s benefit can commence at the same time that the Participant’s payments begin, or on some later date, but no earlier than is administratively feasible following a determination by the Fund that the DRO is a QDRO and the Fund’s receipt of the Alternate Payee’s application for benefits. If a hold was placed on the Participant’s benefit while the QDRO was being finalized pursuant to these Procedures, and the Alternate Payee has provided all necessary information to the Fund, the Alternate Payee’s benefit will commence as of the Participant’s Annuity Starting Date, unless the QDRO provides otherwise.

Separate Interest QDRO – The QDRO may state the date that the Alternate Payee’s benefit will commence or may permit the Alternate Payee to apply for benefits to commence at any time, but not before the date the Participant reaches the “earliest retirement age.” Earliest retirement age is defined under the Plan and in accordance with Internal Revenue Code section 414(p)(4)(B), to mean the earlier of the date on which the Participant is entitled to a distribution under the plan, or the later of (i) the date the Participant attains age 50 or (ii) the earliest date on which the Participant could begin receiving benefits under the plan if the Participant separated from service.

The QDRO must state a measuring life (meaning whether the benefit awarded to the Alternate Payee will be paid over the life of the Participant or the Alternate Payee) . If the QDRO awards a benefit to the Alternate Payee for the Alternate Payee’s life, which is generally what “a separate interest” QDRO provides, the Alternate Payee’s benefit will be actuarially adjusted accordingly, based on the Alternate Payee’s life at the benefit commencement date.

IV. Benefit End

Shared Payment QDRO – The QDRO must state the date that the Alternate Payee’s benefit will end. A Shared Payment QDRO may provide that benefits will be paid for a specified period of time, such as 60 months or until the Participant or Alternate Payee dies, whichever occurs first. In no event can the shared payment continue after the Participant’s death. The ending date may also be a specific date or event, such as the Alternate Payee’s remarriage or, where the Alternate Payee is the Participant’s child, the date the child attains a certain age, as long as the date of the subsequent event can be determined from the information provided in the QDRO and is not a date or event occurring after the Participant’s death. If the Alternate Payee is deemed the Participant’s surviving spouse or beneficiary, payment of any additional benefits will be made pursuant to the terms of the Plan, not pursuant to the QDRO assignment.

Separate Interest QDRO – The duration of the Alternate Payee’s benefit is determined by the form of payment provided for or elected by the Alternate Payee pursuant to the QDRO (e.g., a life annuity for the Alternate Payee’s life with 60-month guarantee).

V. Form of Payment

Shared Payment QDRO – The Alternate Payee may not elect a form of payment since his/her benefit is paid in the form elected by the Participant and simply deducted from the Participant’s monthly benefit payment. The Fund will not award the Spouse’s Pension, as that term is defined in the Plan, to an Alternate Payee who is not otherwise eligible for the Spouse’s Pension.

Separate Interest QDRO – The Alternate Payee will receive a benefit in any form the Alternate Payee selects when he or she applies for a benefit, as available under the Plan, except in the form of a joint and survivor annuity that designates the Alternate Payee’s subsequent spouse as the survivor beneficiary.

VI. Death of Party

A. Participant’s Death Before Retirement

Shared Payment QDRO: The QDRO may provide that the Alternate Payee will be treated as the Participant’s surviving spouse for purposes of the pre-retirement survivor benefit under the Plan. This will permit the Alternate Payee to receive a benefit in the event the Participant dies before either the Participant or the Alternate Payee commences benefits, as provided for under the QDRO. If the QDRO does not name the Alternate Payee as the Participant’s surviving spouse for purposes of the pre-retirement benefit, there will be no benefit payable to the Alternate Payee in the event the Participant dies before the date that benefits commence to the Alternate Payee, if applicable.

Separate Interest QDRO: The QDRO may provide that the Alternate Payee will be treated as the Participant’s surviving spouse for purposes of the pre-retirement survivor benefit under the Plan. The Participant’s death will in no other way affect the Alternate Payee’s entitlement to benefits.

B. Participant’s Death After Retirement

The QDRO must state whether the Alternate Payee will be treated as the Participant’s surviving spouse for purposes of the post-retirement survivor annuity under the Plan. If it does, the QDRO must require the Participant to designate the Alternate Payee as the surviving spouse at retirement, and must state what portion of the post-retirement survivor annuity the Alternate Payee shall receive.

If the QDRO is silent as to whether the Alternate Payee shall be treated as the Participant’s surviving spouse for purposes of the post-retirement survivor annuity, the Alternate Payee shall not be treated as the Participant’s surviving spouse for purposes of the post-retirement survivor annuity.

If the Participant has already retired and begun receiving benefits, the QDRO cannot alter the election the Participant made at the time of retirement.

C. Alternate Payee's Death

Shared Payment QDRO – If the Alternate Payee predeceases the Participant, the Alternate Payee's benefits will revert to the Participant. The Fund does not permit successor or contingent alternate payees.

Separate Interest QDRO - If the Alternate Payee dies before commencing benefits, the Alternate Payee shall be treated as a single Participant and the Alternate Payee's benefit shall cease except to the extent of the 60-month guarantee if applicable. If the Alternate Payee dies after commencing benefits, the remainder of the Alternate Payee's benefit will be paid pursuant to the option chosen by the Alternate Payee.

VII. Other Forms of Retirement and Payments

A. Disability Retirement

The QDRO may state what the Alternate Payee's interest will be, if any, if the Participant is awarded a disability retirement benefit from the Fund, if applicable. If the QDRO awards all or a portion of the Participant's disability pension to the Alternate Payee, it must also state that, in the event the Trustees decide, under the Plan, for whatever reason, in their sole and absolute discretion, that the Participant is no longer eligible to receive the disability pension, the Alternate Payee shall also no longer be entitled to any payments from the Fund under the disability pension. The Alternate Payee shall remain eligible to receive whatever other benefit to which he or she is entitled under the QDRO.

Notwithstanding the foregoing, if the QDRO is silent as to whether the Alternate Payee shall be awarded any portion of the Participant's disability benefit, the Alternate Payee shall receive no portion of the disability pension, but shall receive whatever other interest he or she is entitled to under the QDRO, commencing at such time as benefits may commence under the QDRO, without regard for the disability benefit.

B. Early Retirement Subsidies

Shared Payment QDRO – The QDRO must state whether the Alternate Payee can receive a pro-rata share of any early retirement subsidy made to the Participant's benefits on or after the date of the Participant's actual retirement. Any portion of the Participant's early retirement subsidy that is awarded to the Alternate Payee will be deducted from the Participant's benefit.

Separate Interest QDRO – The QDRO must provide whether the Alternate Payee will receive a share of any early retirement subsidy. However, the Alternate Payee can receive a portion of an early retirement subsidy only if and when it becomes payable to the Participant. In the event the QDRO assigns to the Alternate Payee a portion of the Participant's early retirement subsidy, and permits the Alternate Payee to commence benefits before the Participant commences benefits, and the Alternate Payee does elect to commence benefits before the Participant commences benefits, the QDRO must provide that the Alternate Payee will receive

only the unsubsidized early retirement benefit. The QDRO may not provide that the Alternate Payee's benefit will be recalculated to include any subsidy upon the Participant's benefit commencement.

Notwithstanding the foregoing, in either a Separate Interest or Shared Payment QDRO, if the QDRO is silent as to the Alternate Payee's entitlement to any portion of any early retirement subsidy, the Fund shall award to the Alternate Payee a proportional share of any early-retirement subsidy that is actually paid to the Participant, as long as the Alternate Payee commences benefits at the same time as or after the Participant.

VIII. Post-DRO Benefit Improvements or Alterations

The QDRO must state whether the Alternate Payee shall be entitled to a portion of any benefit increases awarded by the Fund and payable to the Participant, and, if so, the portion to which the Alternate Payee is entitled. Such benefit increases include but may not be limited to contributions derived from additional work by the Participant, audit of the employer, or other reason. Any portion of the Participant's benefit increases awarded to the Alternate Payee will be deducted from the Participant's benefit.

The QDRO must also state whether any benefit decreases, as a result of termination of the Fund, adoption of a Rehabilitation Plan, or as otherwise required by law, shall be shared by the parties. The QDRO must also state that the Alternate Payee shall be subject to any benefit alterations pursuant to a Rehabilitation Plan.

Notwithstanding the foregoing, if the QDRO is silent as to the Alternate Payee's entitlement to any portion of any post-DRO benefit improvements or the effect of any decreases, the amount of the Alternate Payee's share of any such changes will be proportionate to the portion of the benefit assigned by the QDRO to the Alternate Payee. However, if the QDRO awards a benefit to the Alternate Payee in the form of a specified, fixed dollar amount, and is silent as to the Alternate Payee's entitlement to any portion of any post-DRO benefit changes, any benefit changes will not be shared by the Alternate Payee (until the Participant's benefit equals zero as a result of any benefit decrease at which point the Alternate Payee's benefit shall be reduced as necessary).

IX. Miscellaneous Requirements

- A. The QDRO must state that, to the extent the QDRO conflicts with the Plan or with ERISA or the Code, the Plan, ERISA and/or the Code shall prevail.
- B. The QDRO must state the following—
 - 1. Notwithstanding any other provision in the QDRO, the Fund shall not be required to provide any type or form of benefit, or any option, not otherwise provided under the Plan.
 - 2. Notwithstanding any other provision in the QDRO, the Fund shall not be required to provide increased benefits (determined on the basis of actuarial value).

3. Notwithstanding any other provision in the QDRO, the Fund shall not be required to pay benefits to an Alternate Payee that are required to be paid to another Alternate Payee under another order previously determined to be a QDRO.

C. The QDRO should state the following, or words to such effect—

1. The Trustees are entitled to rely on any and all representations made in the QDRO, and the parties agree to waive any and all claims against the Fund, the Trustees, their agents, representatives, employees, and anyone else acting on their behalf, for any action taken in compliance with the QDRO.
2. To the extent that the Fund makes any payment(s) in error to any party, that party shall be required to return the payment(s) to the Fund.