



terms of this Order.

Any changes in Plan Administrator, Plan Sponsor, or name of the Plan shall not affect Alternate Payee's rights as stipulated under this Order.

6. **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 New York.
7. **For Provisions of Marital Property Rights:** This Order relates to the provision of marital property rights to the Alternate Payee as a result of the Marital or Property Settlement Agreement between the Participant and the Alternate Payee.
8. **Amount of Alternate Payee's Benefit:** This Order assigns to the Alternate Payee an amount equal to Ten Thousand Dollars (\$10,000.00) of the Participant's Total Account Balance accumulated under the Plan as of March 7, 2008 (or the closest valuation date thereto).

The Alternate Payee's portion of the benefits described above shall be allocated on a prorata basis from all of the accounts and/or investment funds maintained under the Plan on behalf of the Participant. Such benefits shall also be segregated and separately maintained in a nonforfeitable Account(s) established on behalf of the Alternate Payee. This Account(s) will initially be established in the same fund mix percentages as the Participant maintains in his account. Additionally, the Alternate Payee's account shall not be credited with any interest and investment income (or losses) attributable thereon from February 7, 2008 (or the closest valuation date thereto), until the date of segregation into a separate account for the Alternate Payee.

9. **Commencement Date and Form of Payment to Alternate Payee:** If the Alternate Payee so elects, her benefits shall be paid to her as soon as administratively feasible following the date this Order is approved as a QDRO by the Plan Administrator, or at the earliest date permitted under the terms of the Plan or Section 414(p) of the Internal Revenue Code, if later. Benefits will be payable to the Alternate Payee in any form or permissible option otherwise available to Participants under the terms of the Plan, including, but not limited to, a single lump-sum cash payment.
10. **Alternate Payee's Rights and Privileges:** On and after the date that this Order is deemed to be a Qualified Domestic Relations Order, but before the Alternate Payee receives her total distribution under the Plan, the Alternate Payee shall be entitled to all of the rights and election privileges that are afforded to Plan beneficiaries, including, but not limited to, the rules regarding the right to designate a beneficiary for death benefit purposes and the right to direct Plan investments, only to the extent permitted under the provisions of the Plan. However, the Alternate Payee shall not be entitled to take any loans from the Plan.
11. **Death of Alternate Payee:** In the event of the Alternate Payee's death prior to her receiving the full amount of benefits called for under this Order and under the benefit option chosen by the Alternate Payee, such Alternate Payee's beneficiary(ies), as designated on the appropriate form provided by the Plan Administrator (or in the absence of a beneficiary designating, her estate), shall receive the remainder of any unpaid benefits under the terms of this Order.
12. **Death of Participant:** In the event that the Participant dies prior to the establishment of separate account(s) in the name of the Alternate Payee, such Alternate Payee shall be treated as the surviving spouse of the Participant for any death benefits payable under the Plan to the extent of the full amount of her benefits as called for under Paragraph 8 of this Order. Should the Participant predecease the Alternate Payee after the new account(s) have been established on her behalf, such Participant's death shall in no way affect the Alternate Payee's right to the portion of her benefits as stipulated herein.

- 13. Savings Clause:** This Order is not intended, and shall not be construed in such a manner as to require the Plan:
- (a) to provide any type or form of benefit option not otherwise provided under the terms of the Plan;
  - (b) to require the Plan to provide increased benefits determined on the basis of actuarial value;
  - (c) to require the payment of any benefits to the Alternate Payee which are required to be paid to another alternate payee under another order that was previously deemed to be a QDRO; or
  - (d) to make any payment or take any action which is inconsistent with any federal or state law, rule, regulation or applicable judicial decision.
- 14. Certification of Necessary Information:** All payments made pursuant to this Order shall be conditioned on the certification by the Alternate Payee and the Participant 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 amounts contained herein.
- 15. 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 benefits become payable hereunder.
- 16. 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 Participant 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 income taxes on such distribution.
- 17. Constructive Receipt:** In the event that the Plan Trustee inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall immediately reimburse the Alternate Payee to the extent that the Participant has received such benefit payments, and shall forthwith pay such amounts so received directly to the Alternate Payee within ten (10) days of receipt.
- In the event that the Plan Trustee inadvertently pays to the Alternate Payee any benefits that are to remain the sole property of the Participant pursuant to the terms of this Order, the Alternate Payee shall immediately reimburse the Participant to the extent that the Alternate Payee has received such benefit payments, and shall forthwith pay such amounts so received directly to the Participant within ten (10) days of receipt.
- 18. Effect of Plan Termination:** In the event of a Plan termination, the Alternate Payee shall be entitled to receive her portion of the Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for Participant's and beneficiaries.
- 19. Continued Jurisdiction:** The Court shall retain jurisdiction with respect to this Order to the extent required to maintain its qualified status and 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 as set forth herein, including, but not limited to, the recharacterization thereof as a division of benefits under another plan, as applicable, or to make an award of disability benefits that may become payable under the Plan, if applicable, or to make an award of spousal support, if applicable, in the event that the Participant or the Plan Administrator fails to comply with the provisions contained in this Order requiring said payments to the Alternate Payee.

