

marriage of the parties. The Alternate Payee shall have the right to designate a representative for receipt of copies of notices and other materials with respect to the Order and have the duty to notify the NECA-IBEW PENSION TRUST FUND, Pension Department, in writing of the name, mailing address and subsequent changes in name and mailing address of the designated representative.

2. The PLAN to which the within agreement applies is the NECA-IBEW PENSION TRUST FUND or its successor.

B. DEFINITIONS. The following definitions shall apply for the purposes of this Order.

1. The term "Date of Dissolution" shall be the date of the entry of the judgement dissolving the marriage of the parties. The date of Dissolution is _____.
2. The term "Earliest Retirement Age" shall have the same meaning as defined by 29 U.S.C. §1056(d) and the PLAN.
3. The term "Actuarial Equivalent" shall have the same meaning given to the term in the PLAN.

C. ASSIGNMENT OF BENEFITS AND PAYMENT PROCEDURE. The Participant and Alternate Payee hereby agree to the following:

1. The Alternate Payee is hereby assigned the Actuarial Equivalent of [e.g., 50%] of the Participant's benefits accrued under the PLAN during the marital period (from _____, the date of the parties' marriage, to _____, the date of the dissolution of the marriage). Payments will begin on the date the Participant attains age 60, provided that the Alternate Payee may request actuarially-reduced payments to begin at any time subsequent to the date that the Participant reaches Earliest Retirement Age and becomes vested. Payments will be made monthly to the Alternate Payee for his or her life.
2. If the Participant dies prior to the date on which payments are to commence pursuant to paragraph C(1) above, and if on the date of the Participant's death the Participant is vested under the terms of the PLAN, the Alternate Payee shall be entitled to receive the Actuarial Equivalent of [e.g., 50%] of the Participant's benefits accrued under the PLAN during the marital period. Payments will be made monthly to the Alternate Payee for his or her life. Payments will begin on the first day of the second month following the filing of the application by the Alternate Payee, at the earliest time available under the PLAN.
3. If the Alternate Payee dies prior to the date on which payments are to commence pursuant to paragraph C(1) above, the Alternate Payee's benefits shall revert to the Participant.
4. The Alternate Payee shall have no rights as to the portion of the participant's benefit not attributable to the parties' marriage nor any increases in the Participant's accrued benefits subsequent to the Date of

Dissolution. These benefits shall be paid to the Participant or any subsequent spouse or other beneficiary either designated by the Participant or in accordance with the provisions of the PLAN that are applicable when the Participant retains the right to designate other beneficiaries to receive the payment of benefits other than those assigned to the Alternate Payee.

5. The PLAN's Actuary will determine the Actuarial Equivalents as set forth in paragraphs C(1) and C(2) above in accordance with the PLAN's Actuarial Equivalent assumptions.
6. Costs to Trustee and/or Administrator: Any costs, including those cost incurred for purposes of making actuarial calculations associated with the administration by the trustee or administrator to effectuate the terms and provisions of the within Qualified Domestic Relations Order (QDRO) shall be paid for equally by husband and wife or shall be deducted in equal parts from the benefits to the husband and wife.
7. The Alternate Payee and the Participant shall hold the Plan and their sponsors and fiduciaries harmless from any liabilities which arise from following this QDRO, including all reasonable attorney's fees which may be incurred in connection with any claims which are asserted because the Plan honors this QDRO.

D. MISCELLANEOUS.

1. Pursuant to this Order, the PLAN is not required to provide any type or form of benefit, or any option, not otherwise provided under the PLAN.
 2. Pursuant to this Order, the PLAN is not required to provide increased benefits (determined on the basis of actuarial value).
 3. Pursuant to this Order, the PLAN is not required to pay benefits to the Alternate Payee, which is required to be paid to another alternate payee under another order previously determined to be a QDRO.
- E. SAVINGS CLAUSE. It is the intention of the parties that the provisions of this Order shall qualify and be deemed a QDRO as defined in Section 414 of the Internal Revenue Code of 1986, as amended, and that they shall be so construed and amended from time to time as may be necessary to comply with the requirements for this Order to be deemed a QDRO.
- F. The Court retains jurisdiction to establish or maintain this Order as a Qualified Domestic Relations Order. Further, the Court may amend this Order to confirm its terms to further requirements of the Plan Administrator to effectuate the purposes and intent as expressed in this Order and the judgment for Dissolution of Marriage entered between the parties.
- G. The Plan Administrator of the Pension Plan has approved this Qualified Domestic Relations Order as indicated by his signature herein and, in so signing, the Plan Administrator hereby acknowledged that this is a Qualified Domestic Relations Order in compliance with the Retirement Equity Act of 1984.

DATED this _____ day of _____, 20__.

ENTER:

JUDGE

APPROVED:

NECA-IBEW PENSION TRUST FUND

By: _____
Plan Administrator

Petitioner

Attorney for Petitioner

Respondent

Attorney for Respondent