

[Case Caption]

**QUALIFIED DOMESTIC RELATIONS ORDER**

This Qualified Domestic Relations Order applies solely to retirement benefits payable from the “St. Louis-Kansas City Carpenters Regional Annuity Fund”

**1. Participant Information:**

\_\_\_\_\_ *(Insert Participant’s Full Name)*

\_\_\_\_\_ *(Insert Participant’s Address)*

\_\_\_\_\_

A supplemental confidential information sheet has been provided to the Fund Administrator with personal information.

Represented by:

\_\_\_\_\_ *(Insert name of Participant’s Attorney, if represented. If not represented, leave blank)*

\_\_\_\_\_ *(Insert Lawyer’s Address)*

\_\_\_\_\_

**2. Alternate Payee Information:**

\_\_\_\_\_ *(Insert Alternate Payee’s Full Name)*

\_\_\_\_\_ *(Insert Alternate Payee’s Address)*

\_\_\_\_\_

A supplemental confidential information sheet has been provided to the Fund Administrator with confidential personal information (DOB, SSN, etc).

Represented by:

\_\_\_\_\_ *(Insert name of Alternate Payee’s Attorney, if represented. If not represented, leave blank)*

\_\_\_\_\_  
\_\_\_\_\_  
*(Insert Lawyer's Address)*

3. **Plan Name:** "St. Louis-Kansas City Carpenters Regional Annuity Fund" (hereinafter referred to as "Plan"), a tax-exempt profit-sharing plan under 501(a) of the Internal Revenue Code. Further, any successor plan to the Plan or any other plans to which liability for provision of the Participant's benefits described below is incurred, shall also be subject to the terms of this Order.
4. **Amount of Alternate Payee Benefit:** This Order assigns to Alternate Payee an amount equal to \_\_\_\_\_% (*Insert percentage assigned to alternate payee*) of the balance in the Participant's Account under the Plan accumulated between \_\_\_\_\_ (*Insert date of marriage*), the date of the marriage or the closest Plan valuation date thereto, and \_\_\_\_\_ (*Insert date of divorce*), the date the divorce was entered or the closest Plan valuation date thereto, plus any earnings or losses attributable thereon for periods subsequent to \_\_\_\_\_ (*Insert date of divorce*), until the date of total distribution.
5. **Distribution Form and Date:** The Alternate Payee's benefit may be distributed in any form permitted under the Plan at the Participant's earliest retirement date under the Plan, the first of the month following the Participant's death or such earlier date as the Plan may permit.
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 \_\_\_\_\_ (*Insert State in which Court entered divorce Decree*).
7. **Provision of Marital Property Rights:** This Order relates to the Provision of marital property rights and/or spousal support to the Alternate Payee of the result of the divorce between Participant and Alternate Payee.
8. **Death of Alternate Payee:** In the event of Alternate Payee's death prior to the Alternate Payee receiving the full amount of benefits assigned under this Order, the Alternate Payee's beneficiary(ies), as designated on the appropriate form provided by the Plan Administrator, shall receive the remainder of any unpaid benefits under the terms of this Order. In the event the Alternate Payee does not have a valid beneficiary designation form on file with the Plan, the assigned benefits shall be paid in accordance with the succession provisions of the Plan.
9. **Death of Participant:** In the event of the Participant's death prior to the Participant receiving the full amount of the portion of the Participant's

Account under the Plan that has not been assigned, the Participant's beneficiary(ies), as designated on the appropriate form provided by the Plan Administrator, shall receive the remainder of any unpaid benefits under the terms of this Order. In the event the Participant does not have a valid beneficiary designation form on file with the Plan, the portion of the Participant's Account under the Plan that has not been assigned shall be paid in accordance with the succession provisions of the Plan.

10. **Fees:** Each party will pay his or her own distribution fees, if any. Any fees associated with the division of the account will be assessed equally between the parties.
11. **Cooperation of Parties:** The Participant and Alternate Payee shall cooperate with the Plan Administrator by signing all forms, letters, applications, and other documents as required to effect the distribution of benefits to the Alternate Payee as set forth herein and as would be consistent with the intent of this Order. The Alternate Payee shall have the duty to notify the Plan Administrator in writing of any changes in his or her mailing address subsequent to entry of this Order.
12. **Savings Clause:** Nothing contained in this order shall be construed to require the Plan:
  - a. To provide any type or form of benefit, or any option, not otherwise provided under the Plan;
  - b. To provide increased benefits in excess of the amount which the Participant would receive without regard to this order, as determined on the basis of actuarial value; or
  - c. To pay benefits to the Alternate Payee which are required to be paid to another alternate payee under a prior order previously determined to be a domestic relations order.
13. **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.
14. **Inadvertent Payments:** In the event that the Plan Administrator inadvertently pays to the Participant any benefits which 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 payment, and shall forthwith pay such amounts so received directly to the Alternate Payee within ten (10) days of receipt.

15. **Continued Jurisdiction:** This Court shall retain jurisdiction to amend this Order for the purpose of establishing or maintaining its qualification as a QDRO, provided that no such amendment shall require the Plan to provide any type or form of benefit or any option not otherwise provided under the Plan.
16. **Plan Termination:** In the event of a Plan termination, the Alternate Payee shall be entitled to receive the assigned portion of a Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for participants and beneficiaries.
17. **Plan's Terms Prevail:** In the case of a conflict between any of the terms of this Order and the terms of the Plan, the terms of the Plan shall prevail.

So Ordered.

\_\_\_\_\_  
[*Signed Name of Judge and Title*]

\_\_\_\_\_  
Date