

Qualified Domestic Relations Orders

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To: Members of the Concordia Retirement Plan
From: Concordia Plan Services
Date: August 2016
RE: Member's Assignment of Interest in the Concordia Retirement Plan
to a Divorced Spouse

Concordia Retirement Plan QDRO Guidelines

The Concordia Retirement Plan (the "CRP") was established by The Lutheran Church—Missouri Synod (the "Synod") for the workers of the Synod, its member congregations, controlled organizations, and affiliated agencies. The purpose of the CRP is to provide benefits to Members after retirement and to continue such benefits to qualifying dependents after the retired Member's death. Potentially, up to five types of benefits under the CRP are payable to qualifying Members: (i) a "Primary Retirement Benefit" ("PRB"), (ii) a "Supplemental Retirement Account" ("SRA") benefit; (iii) a "Retirement Cash Account" ("RCA") benefit, (iv) benefits attributable to amounts, if any, rolled over from the Concordia Retirement Savings Plan into the CRP ("CRSP Rollover"), and (v) for those eligible, a Retiree Medical Supplement ("RMS").

As a general rule, the CRP does not permit a Member to assign or transfer an interest in the CRP to another person. At the same time, however, the Board of Trustees (the "Board") recognizes that a Member, because of a divorce or legal separation, may wish or need to assign a portion of that Member's retirement benefits to a spouse.

Generally, such assignment of retirement benefits is accomplished through a court-ordered domestic relations order which satisfies certain technical requirements set forth in the federal tax laws. This type of order is known as a "Qualified Domestic Relations Order" ("QDRO"). While the QDRO rules do not apply to a "church plan," such as the CRP, the CRP will permit such an assignment if the order meets the technical requirements to be classified as a QDRO and is not inconsistent with the terms of the CRP and these guidelines. A model document is provided to facilitate the preparation of a QDRO. It is the responsibility of legal counsel representing the Member and the former spouse to determine if the model is satisfactory to their respective parties. If it is not, then the following minimum technical and substantive provisions must be contained in the domestic relations order submitted for review:

Technical Requirements

1. The order must clearly specify the name and last known mailing address of the Member and the name and last mailing address of the former spouse.
2. The order must clearly specify the name of the CRP (*i.e.*, the Concordia Retirement Plan).
3. An assignment of benefits under the CRP will only be permitted to be made to a former legal spouse who is of the opposite sex from that of the Member.
4. The order must clearly specify the former spouse's right to receive an interest in each of the PRB, the SRA, the RCA, and/or CRSP Rollover. No assignment of an interest in the RMS will be permitted.
5. The order must clearly specify the number of payments or periods to which it applies.
6. The order must create or recognize the existence of a former spouse's right to, or assign to a former spouse the right to, receive all or a portion of the separate benefits (PRB, SRA, RCA, and/or CRSP Rollover) payable with respect to a Member under the CRP.
7. The order must not provide any type or form of benefit, payment, or option not permitted by the specific terms of the CRP.
8. The order must not require the CRP to provide increased benefits determined on the basis of an actuarial valuation by the CRP's actuary.
9. The order must neither provide for a "separate interest" approach, nor provide for the assigned interest to be actuarially adjusted based upon the life of the former spouse, except with respect to an assigned interest required by these guidelines to be paid in a lump sum.
10. A former spouse has no right to demand a lump sum distribution of any CRP benefits that have been assigned by the Member and that are not required by these guidelines to be paid only in a lump sum. The Board, however, reserves the right to make such a lump sum payment in the event it decides it is in the best interest of the CRP to do so.
11. The order must not require a payment of benefits which is already being paid to another divorced spouse pursuant to a previous QDRO.
12. The order must provide that, in the event that the CRP Plan Administrator inadvertently pays to the Member any benefits that are assigned to the former spouse pursuant to the terms of the order, the Member shall immediately reimburse the former spouse to the extent that such person has received such assigned benefit payments, and shall forthwith pay such amounts so received directly to the former spouse within ten (10) days of receipt.
13. The order must provide that all payments made pursuant to the order shall be conditioned on the certification by the former spouse and the Member to the CRP 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.
14. Separate assignments of benefits should be made for each of the PRB, SRA, RCA, and CRSP Rollover in accordance with the separate rules set forth in the respective sections below.

Assignment of Primary Retirement Benefit

1. The order must clearly specify the percentage of the Member's monthly benefits to be assigned or the formula for determining such percentage.
2. The order must provide that, in the event the CRP provides for increased PRB benefits after payments have commenced to the former spouse or the order provides for a designated dollar amount to be assigned to the former spouse, the former spouse will not be entitled to a proportional share of any such increase.

3. The order must provide that, in all circumstances, the former spouse must commence to receive the assigned PRB benefits no later than the Member's "normal retirement date" (as such term is defined in the CRP). A former spouse, however, may elect to receive the assigned monthly benefit at any time after the Member's "early retirement date" and before the Member's "normal retirement date" (as such terms are defined in the CRP). Under such circumstances, the benefit received will be reduced (according to the terms of the CRP) to reflect such early distribution. The former spouse may elect this early benefit option even if the Member chooses to defer receipt of the retained monthly benefit.
4. If the Member dies before the former spouse has requested a monthly benefit, and if a survivorship interest in the PRB benefit has been assigned under the order to the former spouse:
 - a. where the Member was less than age 55, the survivorship interest in the assigned monthly benefit will be payable when the Member would have reached age 55 and will be 70 percent of the benefit the former spouse would have received if the Member had lived to age 55;
 - b. where the Member was age 55 or older and had not, at the date of the order, begun receiving PRB benefits, the survivorship interest in the assigned monthly benefit will be payable immediately and will be 70 percent of the benefit that would have been immediately available at that time to such former spouse; or
 - c. where the Member was age 55 or older and had, at the date of the order, begun receiving PRB benefits, the survivorship interest in the assigned monthly benefit will be payable immediately and will be based upon the PRB benefit election option the Member was receiving at the date of the order as follows:
 - (i) if the Member had selected a Single Life Annuity, the benefits assigned to the former spouse will terminate;
 - (ii) if the Member had elected a Joint and 70% Survivor Annuity, the former spouse will thereafter receive the survivorship interest equal to 70 percent of the benefit that would have been immediately available at the Member's death to such former spouse; or
 - (iii) if the Member had elected a Joint and 100% Survivor Annuity, the former spouse will thereafter receive the survivorship interest equal to the full benefit that would have been immediately available at the Member's death to such former spouse.
5. If the Member dies after the former spouse has been receiving the assigned monthly benefit, and if a survivorship interest in the PRB benefit has been assigned under the order to the former spouse:
 - a. where the Member had not, at the date of the order, begun receiving PRB benefits, the survivorship interest in the assigned monthly benefit will be payable immediately and will be 70 percent of the benefit being received by such former spouse immediately prior to the Member's death; or
 - b. where the Member had, at the date of the order, begun receiving PRB benefits, the survivorship interest in the assigned monthly benefit will be payable immediately and will be based upon the PRB benefit election option the Member was receiving at the date of the order as follows:
 - (i) if the Member had selected a Single Life Annuity, the benefits assigned to the former spouse will terminate;
 - (ii) if the Member had elected a Joint and 70% Survivor Annuity, the former spouse will thereafter receive the survivorship interest equal to 70 percent of the benefit being received by such former spouse immediately prior to the Member's death; or
 - (iii) if the Member had elected a Joint and 100% Survivor Annuity, the former spouse will thereafter receive the survivorship interest equal to the full benefit being received by such former spouse immediately prior to the Member's death (*i.e.*, payments to the former spouse will not change).
6. The former spouse's right to the survivor portion of the assigned PRB benefit derives solely from the survivorship interest in the monthly retirement benefit assigned under the order, if any. Any assignment of the survivorship interest in the assigned monthly benefit must be in all of the assigned monthly benefit.
7. An assignment to the former spouse of a survivorship interest in the non-assigned portion of the Member's benefit will not be permitted, except in a case where, at the date of the order, the Member had already

commenced receiving the Member's benefit as a joint and survivor annuity and, in that event, any assignment of the survivorship interest in the non-assigned portion of the Member's benefit must be in all of the non-assigned portion of the Member's benefit.

8. If the former spouse predeceases the Member prior to the commencement of PRB benefits, the former spouse's portion of benefits will revert to the Member. If the former spouse has commenced such benefits, and the former spouse predeceases the Member, the amount being paid to the former spouse will revert to and thereafter be paid to the Member. If the Member predeceases the former spouse, then upon the subsequent death of the former spouse, the former spouse's survivorship interest, if any, in the assigned benefits will terminate. The former spouse has no right to assign such benefit to a beneficiary, such person's estate, or the Member.
9. A former spouse is not entitled to receive the lump sum death benefit provided for under the CRP, unless such former spouse is named as the designated beneficiary of the Member at the time of the Member's death.

Assignment of Supplemental Retirement Account or Retirement Cash Account

1. The order must clearly specify the dollar amount (or percentage) of the Member's SRA or RCA benefit to be assigned or the formula for determining such amount.
2. The order must provide that, in the event the CRP provides for increased SRA or RCA benefits after payment has commenced to the former spouse, the former spouse will not be entitled to a proportional share of any such increase.
3. If, at the date of the order, the Member has not begun receiving the SRA or RCA benefit as an annuity, an interest in the SRA or RCA assigned to a former spouse will be payable only as a lump sum, and the portion of the SRA or RCA assigned to such former spouse will be paid as soon as possible after acceptance of the order. If the former spouse dies before receiving such SRA or RCA benefit lump sum payment, the SRA or RCA benefit lump sum payment will be paid to such person's estate.
4. If, at the date of the order, the Member has begun receiving SRA or RCA benefits as an annuity, then if the Member predeceases the former spouse to whom SRA or RCA benefits have been assigned, and if a survivorship interest in the SRA or RCA benefits has been assigned under the order to the former spouse, the survivorship interest in the assigned monthly benefit will be payable immediately and will be based upon the SRA or RCA benefit election option the Member was receiving at the date of the order as follows:
 - a. if the Member had selected a Single Life Annuity, the benefits assigned to the former spouse will terminate;
 - b. if the Member had elected a Joint and 70% Survivor Annuity, the former spouse will thereafter receive the survivorship interest equal to 70 percent of the benefit being received by such former spouse immediately prior to the Member's death;
 - c. if the Member had elected a Joint and 100% Survivor Annuity, the former spouse will thereafter receive the survivorship interest equal to the full benefit being received by such former spouse immediately prior to the Member's death (*i.e.*, payments to the former spouse will not change); or
 - d. if the Member had elected the Ten-year Certain and Life Annuity, then:
 - (i) if the Member died before the end of the ten-year guaranteed payment period, then a lump sum payment of the actuarial equivalent value of the remaining unpaid assigned guaranteed benefit will be paid to the former spouse as soon as possible; or
 - (ii) if the Member died after the end of the ten-year guaranteed payment period, then the benefits assigned to the former spouse will terminate.
5. The former spouse's right to the survivor portion of an assigned SRA or RCA benefit payable as an annuity derives solely from the survivorship interest in the monthly retirement benefit assigned under the order, if

any. Any assignment of the survivorship interest in the assigned monthly benefit must be in all of the assigned monthly benefit.

6. An assignment to the former spouse of a survivorship interest in the non-assigned portion of the Member's benefit will not be permitted, except in a case where, at the date of the order, the Member had already commenced receiving the Member's benefit as a joint and survivor annuity and, in that event, any assignment of the survivorship interest in the non-assigned portion of the Member's benefit must be in all of the non-assigned portion of the Member's benefit.
7. If the former spouse predeceases the Member prior to the commencement of SRA or RCA benefits payable as an annuity, the former spouse's portion of benefits will revert to the Member. If the former spouse has commenced such benefits, and the former spouse predeceases the Member, the amount being paid to the former spouse will revert to and thereafter be paid to the Member. If the Member predeceases the former spouse, then upon the subsequent death of the former spouse, the former spouse's survivorship interest, if any, in the assigned benefits will terminate. The former spouse has no right to assign such benefit to a beneficiary, such person's estate, or the Member.

Assignment of CRSP Rollover

1. The order must clearly specify the dollar amount (or percentage) of the Member's CRSP Rollover benefit to be assigned or the formula for determining such amount.
2. If the Member predeceases the former spouse to whom CRSP Rollover benefits have been assigned, and if a survivorship interest in the CRSP Rollover benefits has been assigned under the order to the former spouse, the survivorship interest in the assigned monthly benefit will be payable immediately and will be based upon the CRSP Rollover benefit election option the Member was receiving at the date of the order as follows:
 - a. if the Member had selected a Single Life Annuity, the benefits assigned to the former spouse will terminate;
 - b. if the Member had elected a Joint and 70% Survivor Annuity, the former spouse will thereafter receive the survivorship interest equal to 70 percent of the benefit being received by such former spouse immediately prior to the Member's death;
 - c. if the Member had elected a Joint and 100% Survivor Annuity, the former spouse will thereafter receive the survivorship interest equal to the full benefit being received by such former spouse immediately prior to the Member's death (*i.e.*, payments to the former spouse will not change); or
 - d. if the Member had elected the Ten-year Certain and Life Annuity, then:
 - (i) if the Member died before the end of the ten-year guaranteed payment period, then a lump sum payment of the actuarial equivalent value of the remaining unpaid assigned guaranteed benefit will be paid to the former spouse as soon as possible; or
 - (ii) if the Member died after the end of the ten-year guaranteed payment period, then the benefits assigned to the former spouse will terminate.
3. The former spouse's right to the survivor portion of an assigned CRSP Rollover benefit derives solely from the survivorship interest in the monthly retirement benefit assigned under the order, if any. Any assignment of the survivorship interest in the assigned monthly benefit must be in all of the assigned monthly benefit.
4. An assignment to the former spouse of a survivorship interest in the non-assigned portion of the Member's benefit will not be permitted, except in a case where, at the date of the order, the Member had already commenced receiving the Member's benefit as a joint and survivor annuity and, in that event, any assignment of the survivorship interest in the non-assigned portion of the Member's benefit must be in all of the non-assigned portion of the Member's benefit.

5. If the former spouse predeceases the Member, the amount of CRSP Rollover benefits being paid to the former spouse will revert to and thereafter be paid to the Member. If the Member predeceases the former spouse, then upon the subsequent death of the former spouse, the former spouse's survivorship interest, if any, in the assigned benefits will terminate. The former spouse has no right to assign such benefit to a beneficiary, such person's estate, or the Member.

QDRO Model Form Instructions
for the
Concordia Retirement Plan
(Primary Retirement Benefit,
Supplemental Retirement Account,
and
CRSP Rollover)

Domestic relation order (“DRO”) model forms have been developed by Concordia Plan Services and legal counsel for the Concordia Retirement Plan (“CRP”) to provide a model containing those provisions which, taken together, will be deemed upon review by legal counsel to constitute a “qualified” DRO (“QDRO”) pursuant to which the CRP is authorized to distribute benefits for the Primary Retirement Benefit, the Supplemental Retirement Account, and CRSP Rollover. Separate models for each benefit (collectively the “Model”) will be revised by Concordia Plan Services and its counsel from time to time; you should ensure that you are using the current version of the Model.

The Member, Alternate Payee, and their respective counsel are asked to take note of the following instructions and comments in drafting a QDRO to be submitted to the Plan Administrator:

- This Model does not reflect either the particular laws of a particular state or any administrative or style requirements that may be imposed by a court in that state.
- Legal counsel for the Member and Alternate Payee are solely responsible for determining the applicable state law and conforming this Model so that it (i) is acceptable to both the court of jurisdiction and the Plan Administrator and (ii) reflects the agreed-upon amounts to be assigned to the Alternate Payee.
- The CRP will honor any order substantially conforming to its current Model. The Model is illustrative of just one of various possible approaches which may be found to constitute a QDRO and is not intended to indicate any opinion as to how benefits should be divided between the Member and Alternate Payee. While it is strongly recommended that the Model be used, it is not required. In such case, however, the review process will take longer. If an individually-designed DRO is used, the QDRO Guidelines furnished by Concordia Plan Services should be strictly followed in drafting a DRO for review; otherwise the DRO will not be accepted as a QDRO by the CRP.
- The CRP is a “church plan” and is not governed by the provisions of the Employee Retirement Income Security Act of 1974 as amended (ERISA) or many of the provisions of the Internal Revenue Code of 1986, as amended (the “Code”). Any use of terms that also appear in ERISA or the Code do not reflect either ERISA or non-applicable Code provisions or requirements.
- The QDRO Model forms have sections that need to be completed. You may create your own form or you may download the appropriate Model forms from the Concordia Plan Services website at ***concordiaplans.org***.

QDRO Model Form—CRP Primary Retirement Benefit

(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 _____ [Name of Court]
_____ County

In re the marriage of: Case No.: _____

_____,)
Member)
And)
_____,)
_____,)
Alternate Payee - [Spouse])

**Qualified Domestic Relations Order
Under the
Concordia Retirement Plan
(Primary Retirement Benefit)**

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 "Primary Retirement Benefit" payable under the Concordia Retirement 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: _____

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: _____

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 Plan (the "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 [*designate title of divorce decree*] (the "Divorce Decree") between the Member and the Alternate Payee.

7. **Assignment of Benefit:** This Order assigns in favor of the Alternate Payee an amount equal to the following portion of the Primary Retirement Benefit to which the Member is otherwise entitled on a monthly basis (the "Benefit" or "Benefits"):

[Choose Alternative]

_____ A. An amount equal to _____ percent (_____%) of the Member's Benefit determined as of the date of the [Divorce Decree or any other designated date].

_____ B. An amount equal to _____ percent (_____%) of the Member's Benefit determined as of the earlier of the Benefit commencement date of either the Member or the Alternate Payee in accordance with the terms of the Plan.

_____ C. An amount equal to _____ percent (_____%) of the "marital portion" of the Member's Benefit determined as of the earlier of the Benefit commencement date of either the Member or the Alternate Payee in accordance with the terms of the Plan. The "marital portion" shall be determined by multiplying the Member's Benefit by the following fraction (not to exceed 1.0):

$$\frac{\text{\# months of Member's creditable service in the Plan during the marriage}}{\text{Total \# of months of the Member's creditable service at the time Benefits commence}}$$

_____ D. A dollar amount of \$_____ per month (not to exceed the amount of the Benefit determined as of the date such Benefit commences).

The portion of the Member's Primary Retirement Benefit 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 provides for increased Benefits after payments have commenced to the Alternate Payee or this Order provides for a designated dollar amount to be assigned to the Alternate Payee, the Alternate Payee shall not be entitled to a proportional share of any such increase.
- 9. Commencement Date and Form of Payment to Alternate Payee:** The Alternate Payee may elect to commence the receipt of the Assigned Benefits in the form and in accordance with the terms of the Plan at any time on or after the date the Member attains the “early retirement date” (as such term is defined in the Plan). In all circumstances, the Alternate Payee shall commence to receive such Assigned Benefits no later than the Member’s “normal retirement date” (as such term is defined in the Plan). The Alternate Payee may elect to defer commencement of the Assigned Benefits until the Member’s normal retirement date even if the Member chooses to commence receiving Benefits at an earlier time in accordance with the terms of the Plan. The Alternate Payee has no right to demand a lump sum distribution of the Assigned Benefits. The Plan Administrator, however, reserves the right to make such a lump sum payment in the event it decides it is in the best interest of the Plan to do so. Notwithstanding the above, in no event shall the distribution of any Benefits to the Alternate Payee be made prior to the time when the Plan Administrator has determined that this Order is a QDRO. The Alternate Payee acknowledges that if the Alternate Payee commences payments prior to the Member’s normal retirement date, early commencement reductions may apply in accordance with applicable Plan provisions.
- 10. No “Separate Interest”; Measuring Life; Survivorship Interest:** This Order does not utilize a “separate interest” approach, and the Assigned Benefits shall be based upon and paid over the Member’s lifetime. Except in the case where, at the date of this Order, a Member has begun receiving Benefits under the Plan and, in connection therewith, selected a Single Life Annuity option, the following shall apply:

[Choose Alternative]

- _____ A. The Alternate Payee is assigned the survivorship interest in, and shall be treated as the surviving spouse under the Plan with respect to, the Assigned Benefits;
- _____ B. No survivorship interest is assigned to the Alternate Payee.

Any such survivorship interest in the Assigned Benefits shall be subject to, and payable as provided in, Sections 11, 12 and 13 below.

- 11. Death of Member Before Assigned Benefit Commencement Date:** In the event that the Member predeceases the Alternate Payee and the Alternate Payee has not commenced to receive the Assigned Benefits under the Plan, the Assigned Benefits shall be paid as follows:
- (a) where the Member had not attained age 55, the Alternate Payee will thereafter receive the survivorship interest assigned hereunder, if any, when the Member would have reached age 55 and such survivorship interest shall be equal to seventy percent (70%) of the Assigned Benefit the Alternate Payee would have received if the Member had lived to age 55; or
 - (b) where the Member had already attained age 55 but, at the date of this Order, had not begun receiving Benefits under the Plan, the Alternate Payee will thereafter immediately receive the survivorship interest assigned hereunder, if any, and such survivorship interest shall be equal to seventy percent (70%) of the Assigned Benefit that would have been immediately available to the Alternate Payee at the time of the Member’s death; or
 - (c) where the Member had already attained age 55 and, at the date of this Order, had begun receiving Benefits under the Plan, the Alternate Payee will thereafter immediately receive the survivorship interest assigned hereunder, if any, and such survivorship interest shall be based on the Benefit election option the Member was receiving at the date of this Order as follows: (i) if the Member had elected a Single Life Annuity, then the Alternate Payee’s Assigned Benefit will terminate, (ii) if the Member had elected a Joint and 70% Survivor Annuity, then the Alternate Payee will thereafter receive the survivorship interest assigned hereunder, if any, equal to

seventy percent (70%) of the Assigned Benefit that would have been immediately available to the Alternate Payee at the time of the Member's death, and (iii) if the Member had elected a Joint and 100% Survivor Annuity, then the Alternate Payee will receive the survivorship interest assigned hereunder, if any, equal to the full Assigned Benefit that would have been immediately available to the Alternate Payee at the time of the Member's death.

- 12. Death of Member After Assigned Benefit Commencement Date:** If, at the date of this Order, the Member has not begun receiving Benefits under the Plan, then in the event that the Member predeceases the Alternate Payee after the Alternate Payee has commenced to receive the Assigned Benefits under the Plan, then the Alternate Payee will thereafter receive the survivorship interest assigned hereunder, if any, equal to seventy percent (70%) of the Assigned Benefit being received by the Alternate Payee immediately prior to the Member's death. However, if, at the date of this Order, the Member has begun receiving Benefits under the Plan, then in the event the Member predeceases the Alternate Payee after the Alternate Payee has commenced to receive the Assigned Benefits under the Plan, the Alternate Payee will thereafter immediately receive the survivorship interest assigned hereunder, if any, and such survivorship interest shall be based on the Benefit election option the Member was receiving at the date of this Order as follows: (i) if the Member had elected a Single Life Annuity, then the Alternate Payee's Assigned Benefit will terminate, (ii) if the Member had elected a Joint and 70% Survivor Annuity, then the Alternate Payee will thereafter receive the survivorship interest assigned hereunder, if any, equal to seventy percent (70%) of the Assigned Benefit being received by the Alternate Payee immediately prior to the Member's death, and (iii) if the Member had elected a Joint and 100% Survivor Annuity, then the Alternate Payee will receive the survivorship interest assigned hereunder, if any, equal to the full Assigned Benefit being received by the Alternate Payee immediately prior to the Member's death (*i.e.*, payments to Alternate Payee will not change).
- 13. Death of Alternate Payee:** If the Alternate Payee predeceases the Member prior to the commencement of the Assigned Benefits, the Assigned Benefits, as stipulated herein, shall revert to the Member. Should the Alternate Payee predecease the Member after the commencement date of the Assigned Benefits, then the Assigned Benefits being received by the Alternate Payee immediately prior to the Alternate Payee's death shall revert to and thereafter be paid in the same amount to the Member. If the Member predeceases the Alternate Payee, then upon the subsequent death of the Alternate Payee, the Alternate Payee's survivorship interest, if any, in the Assigned Benefits shall terminate. Alternate Payee has no right to assign the Assigned Benefits to a beneficiary, the Alternate Payee's estate, or the Member.
- 14. Savings Clause:** This Order is not intended, and shall not be construed in such a manner, 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; or
 - (c) to require 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.
- 15. 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.
- 16. 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 Assigned Benefits become payable hereunder.
- 17. 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, shall be required to pay the appropriate federal (and state, if applicable) income taxes on such distribution.

- 18. Constructive Receipt:** In the event that the Plan Administrator inadvertently pays to the Member any Benefits that are 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.
- 19. 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 Benefits 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.
- 20. Code §415 Limitations:** Notwithstanding the provisions of this Order to the contrary, it is understood that Internal Revenue Code §415 and applicable provisions of the Plan impose maximum benefit payment limitations that may not be exceeded, and testing for such limitations requires aggregation of the Member's Benefit with those assigned to the Alternate Payee herein. In the event the aggregated benefits payable under the Plan to both the Member and the Alternate Payee would exceed such Section 415 limitations, the Member and Alternate Payee shall share, on a "pro rata" basis, any benefit reduction imposed by the Plan in order to comply with Section 415. Any such "pro rata" reductions shall be determined at the time benefit payments commence to the Member or Alternate Payee, as applicable.

Further, as the Section 415 limits increase from time to time, the Plan Administrator may increase the amounts payable to affected participants under this qualified Plan. In this case, the Member's and Alternate Payee's respective share of the Benefits shall increase in a proportionate manner.
- 21. 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, including but not limited to, the Member's retroactive eligibility for Social Security disability payments, 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.
- 22. 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.
- 23. Notice of Pending Retirement:** Pursuant to the terms of Section 9 above, the Alternate Payee shall be required to commence the receipt of Assigned Benefits no later than the Member's normal retirement date. Therefore, the Member shall be required to notify the Alternate Payee, in writing, within thirty (30) days prior to the Member's actual date of retirement. Such notice shall indicate the intention to retire and the elected benefit commencement date. The notice shall be sent via regular, first class mail. For this purpose, the Alternate Payee shall notify the Member of any changes in the Alternate Payee's mailing address.

IT IS SO ORDERED.

JUDGE

Counsel For Member

[Name]
[Address]
[Telephone Number]
[Facsimile Number]
[E-mail Address]

Counsel for Alternate Payee

[Name]
[Address]
[Telephone Number]
[Facsimile Number]
[E-mail Address]

QDRO Model Form—CRP Supplemental Retirement Account

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(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 _____ [Name of Court]
_____ County

In re the marriage of:

Case No.: _____

_____, -)
Member)
And)
_____,)
_____,)
Alternate Payee - [Spouse])

Qualified Domestic Relations Order Under the Concordia Retirement Plan (Supplemental Retirement Account)

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 "Supplemental Retirement Account" payable under the Concordia Retirement 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: _____

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: _____

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 Plan (the "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 [*designate title of divorce decree*] (the "Divorce Decree") between the Member and the Alternate Payee.

7. **Assignment of Benefit:** This Order assigns in favor of the Alternate Payee an amount equal to the following portion of the Supplemental Retirement Account to which the Member is otherwise entitled (the "Benefit" or "Benefits"):

[Choose Alternative]

_____ A. An amount equal to _____ percent (_____%) of the Member's Benefit determined as of the date of the [Divorce Decree or any other designated date].

_____ B. A dollar amount of \$ _____ (not to exceed the amount of the Benefit determined as of the date of commencement).

The portion of the Member's Supplemental Retirement 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 provides for increased Benefits after payment has commenced to the Alternate Payee, the Alternate Payee shall not be entitled to a proportional share of any such increase.

9. **Payment Date and Form of Payment to Alternate Payee:** If, at the date of this Order, the Member had not begun receiving Benefits as an annuity, then the Assigned Benefit shall be paid to the Alternate Payee in a lump sum as soon as is reasonably practicable after the Plan Administrator has determined that this Order is a QDRO. If, at the date of this Order, the Member has begun receiving

Benefits as an annuity, then, except as provided otherwise in Section 12 below, the Assigned Benefit shall be payable to the Alternate Payee as an annuity in the same manner.

- 10. Lump Sum – Separate Interest Approach:** With respect to the payment of the Assigned Benefit in a lump sum as required under this Order, this Order 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 lump sum payment of the Assigned Benefit.
- 11. Annuity – No “Separate Interest”; Measuring Life; Survivorship Interest:** With respect to the payment of the Assigned Benefit as an annuity as required under this Order, this Order does not utilize a “separate interest” approach, and the Assigned Benefits shall be based upon and paid over the Member’s lifetime. Except in the case where, at the date of this Order, a Member has begun receiving Benefits under the Plan and, in connection therewith, selected a Single Life Annuity option, the following shall apply:

[Choose Alternative]

- _____ A. The Alternate Payee is assigned the survivorship interest in, and shall be treated as the surviving spouse under the Plan with respect to, the Assigned Benefits;
- _____ B. No survivorship interest is assigned to the Alternate Payee.

Any such survivorship interest in the Assigned Benefits shall be subject to, and payable as provided in, Sections 12 and 13 below.

- 12. Death of Member Before Alternate Payee:** In the event that the Member predeceases the Alternate Payee, and the Alternate Payee has not received the Assigned Benefit under the Plan which is required under this Order to be paid in a lump sum, such death shall have no impact on the right of the Alternate Payee to such Assigned Benefit. In the event that the Member predeceases the Alternate Payee, and the Assigned Benefit under the Plan is required under this Order to be paid as an annuity, the Alternate Payee will thereafter immediately receive the survivorship interest assigned hereunder, if any, and such survivorship interest shall be based on the Benefit election option the Member was receiving at the date of this Order as follows: (i) if the Member had elected a Single Life Annuity, then the Alternate Payee’s Assigned Benefit will terminate, (ii) if the Member had elected a Joint and 70% Survivor Annuity, then the Alternate Payee will thereafter receive the survivorship interest assigned hereunder, if any, equal to seventy percent (70%) of the Assigned Benefit being received by the Alternate Payee immediately prior to the Member’s death, (iii) if the Member had elected a Joint and 100% Survivor Annuity, then the Alternate Payee will receive the survivorship interest assigned hereunder, if any, equal to the full Assigned Benefit being received by the Alternate Payee immediately prior to the Member’s death (*i.e.*, payments to Alternate Payee will not change) and (iv) if the Member had elected a Ten-year Certain and Life Annuity, then (a) if the Member died before the end of the ten-year guaranteed payment period, a lump sum payment of the actuarial equivalent value of the remaining unpaid guaranteed benefit portion of the Assigned Benefit will be paid to the Alternate Payee as soon as possible or (b) if the Member died after the end of the ten-year guaranteed payment period, the Alternate Payee’s Assigned Benefit will terminate.
- 13. Death of Alternate Payee:** If the Alternate Payee dies after acceptance of this Order as a QDRO but before receipt of the Assigned Benefit which is required under this Order to be paid as a lump sum, the Assigned Benefit, as stipulated herein, shall be paid to the Alternate Payee’s estate. If the Alternate Payee predeceases the Member prior to the commencement of the Assigned Benefits which are required under this Order to be paid as an annuity, the Assigned Benefits, as stipulated herein, shall revert to the Member. Should the Alternate Payee predecease the Member after the commencement date of the Assigned Benefits required to be paid as an annuity, then the Assigned Benefits being received by the Alternate Payee immediately prior to the Alternate Payee’s death shall revert to and thereafter be paid in the same amount to the Member. If the Member predeceases the

Alternate Payee, then upon the subsequent death of the Alternate Payee, the Alternate Payee's survivorship interest, if any, in the Assigned Benefits shall terminate. Alternate Payee has no right to assign the Assigned Benefits required to be paid as an annuity to a beneficiary, the Alternate Payee's estate, or the Member.

- 14. Savings Clause:** This Order is not intended, and shall not be construed in such a manner, 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; or
 - (c) to require 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.
- 15. 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.
- 16. 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 Assigned Benefits become payable hereunder.
- 17. 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.
- 18. Constructive Receipt:** In the event that the Plan Administrator inadvertently pays to the Member any Benefits that are 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.
- 19. 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 Benefits 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.
- 20. Code §415 Limitations:** Notwithstanding the provisions of this Order to the contrary, it is understood that Internal Revenue Code §415 and applicable provisions of the Plan impose maximum benefit payment limitations that may not be exceeded, and testing for such limitations requires aggregation of the Member's Benefit with those assigned to the Alternate Payee herein. In the event the aggregated benefits payable under the Plan to both the Member and the Alternate Payee would exceed such Section 415 limitations, the Member and Alternate Payee shall share on a "pro rata" basis, any benefit reduction imposed by the Plan in order to comply with Section 415. Any such "pro rata" reductions shall be determined at the time benefit payments commence to the Member or Alternate Payee, as applicable.

Further, as the Section 415 limits increase from time to time, the Plan Administrator may increase the amounts payable to affected participants under this qualified Plan. In this case, the Member's and Alternate Payee's respective share of the Benefits shall increase in a proportionate manner.

- 21. 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, including but not limited to, the Member's retroactive eligibility for Social Security disability payments, 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.
- 22. 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

[Name]
[Address]
[Telephone Number]
[Facsimile Number]
[E-mail Address]

Counsel for Alternate Payee

[Name]
[Address]
[Telephone Number]
[Facsimile Number]
[E-mail Address]

(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 _____ [Name of Court]
_____ County

In re the marriage of: Case No.: _____

_____, -)
Member)
And)
_____,)
_____,)
Alternate Payee - [Spouse])

**Qualified Domestic Relations Order
Under the
Concordia Retirement Plan
(CRSP Rollover)**

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 amounts rolled over from the Concordia Retirement Savings Plan into and payable under the Concordia Retirement Plan ("CRSP Rollover"). 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: _____

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: _____

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 Plan (the "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 [*designate title of divorce decree*] (the "Divorce Decree") between the Member and the Alternate Payee.

7. **Assignment of Benefit:** This Order assigns in favor of the Alternate Payee an amount equal to the following portion of the CRSP Rollover to which the Member is otherwise entitled on a monthly basis (the "Benefit" or "Benefits"):

[Choose Alternative]

_____ A. An amount equal to _____ percent (_____%) of the Member's Benefit determined as of the date of the [Divorce Decree or any other designated date].

_____ B. A dollar amount of \$ _____ per month (not to exceed the amount of the Benefit determined as of the date of commencement).

The portion of the Member's CRSP Rollover 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 provides for increased Benefits after payment has commenced to the Alternate Payee, the Alternate Payee shall not be entitled to a proportional share of any such increase.

9. **Payment Date and Form of Payment to Alternate Payee:** The Assigned Benefits shall be payable to the Alternate Payee as an annuity in the same manner as the Benefit is payable to the Member.

10. **No "Separate Interest"; Measuring Life; Survivorship Interest:** This Order does not utilize a "separate interest" approach, and the Assigned Benefits shall be based upon and paid over the Member's lifetime. Except in the case where, at the date of this Order, a Member has begun

receiving Benefits under the Plan and, in connection therewith, selected a Single Life Annuity option, the following shall apply:

[Choose Alternative]

- _____ A. The Alternate Payee is assigned the survivorship interest in, and shall be treated as the surviving spouse under the Plan with respect to, the Assigned Benefits;
- _____ B. No survivorship interest is assigned to the Alternate Payee.

Any such survivorship interest in the Assigned Benefits shall be subject to, and payable as provided in, Sections 11 and 12 below.

- 11. Death of Member Before Alternate Payee:** In the event that the Member predeceases the Alternate Payee, the Alternate Payee will thereafter immediately receive the survivorship interest assigned hereunder, if any, and such survivorship interest shall be based on the Benefit election option the Member was receiving at the date of this Order as follows: (i) if the Member had elected a Single Life Annuity, then the Alternate Payee's Assigned Benefit will terminate, (ii) if the Member had elected a Joint and 70% Survivor Annuity, then the Alternate Payee will thereafter receive the survivorship interest assigned hereunder, if any, equal to seventy percent (70%) of the Assigned Benefit being received by the Alternate Payee immediately prior to the Member's death, (iii) if the Member had elected a Joint and 100% Survivor Annuity, then the Alternate Payee will receive the survivorship interest assigned hereunder, if any, equal to the full Assigned Benefit being received by the Alternate Payee immediately prior to the Member's death (*i.e.*, payments to Alternate Payee will not change) and (iv) if the Member had elected a Ten-year Certain and Life Annuity, then (a) if the Member died before the end of the ten-year guaranteed payment period, a lump sum payment of the actuarial equivalent value of the remaining unpaid guaranteed benefit portion of the Assigned Benefit will be paid to the Alternate Payee as soon as possible or (b) if the Member died after the end of the ten-year guaranteed payment period, the Alternate Payee's Assigned Benefit will terminate.
- 12. Death of Alternate Payee:** If the Alternate Payee predeceases the Member prior to the commencement of the Assigned Benefits, the Assigned Benefits, as stipulated herein, shall revert to the Member. Should the Alternate Payee predecease the Member after the commencement date of the Assigned Benefits, then the Assigned Benefits being received by the Alternate Payee immediately prior to the Alternate Payee's death shall revert to and thereafter be paid in the same amount to the Member. If the Member predeceases the Alternate Payee, then upon the subsequent death of the Alternate Payee, the Alternate Payee's survivorship interest, if any, in the Assigned Benefits shall terminate. Alternate Payee has no right to assign the Assigned Benefits to a beneficiary, the Alternate Payee's estate, or the Member.
- 13. Savings Clause:** This Order is not intended, and shall not be construed in such a manner, 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; or
 - (c) to require 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.
- 14. 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.
- 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 Assigned 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 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.
- 17. Constructive Receipt:** In the event that the Plan Administrator inadvertently pays to the Member any Benefits that are 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.
- 18. 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 Benefits 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.
- 19. Code §415 Limitations:** Notwithstanding the provisions of this Order to the contrary, it is understood that Internal Revenue Code §415 and applicable provisions of the Plan impose maximum benefit payment limitations that may not be exceeded, and testing for such limitations requires aggregation of the Member's Benefit with those assigned to the Alternate Payee herein. In the event the aggregated benefits payable under the Plan to both the Member and the Alternate Payee would exceed such Section 415 limitations, the Member and Alternate Payee shall share on a "pro rata" basis, any benefit reduction imposed by the Plan in order to comply with Section 415. Any such "pro rata" reductions shall be determined at the time benefit payments commence to the Member or Alternate Payee, as applicable.
- Further, as the Section 415 limits increase from time to time, the Plan Administrator may increase the amounts payable to affected participants under this qualified Plan. In this case, the Member's and Alternate Payee's respective share of the Benefits shall increase in a proportionate manner.
- 20. 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, including but not limited to, the Member's retroactive eligibility for Social Security disability payments, 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.
- 21. 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

[Name]
[Address]
[Telephone Number]
[Facsimile Number]
[E-mail Address]

Counsel for Alternate Payee

[Name]
[Address]
[Telephone Number]
[Facsimile Number]
[E-mail Address]

To: Members of the Concordia Retirement Savings Plan
From: Concordia Plan Services
Date: August 2016
RE: Member's Assignment of Interest in the Concordia Retirement Savings Plan
to a Divorced Spouse

Concordia Retirement Savings Plan QDRO Guidelines

The Concordia Retirement Savings Plan (the "CRSP") was established by The Lutheran Church—Missouri Synod (the "Synod") for the workers of the Synod, its member congregations, controlled organizations, and affiliated agencies. The purpose of the CRSP is to provide opportunities to a Member to save for retirement by deferring a portion of one's compensation. The account created under the CRSP (the "Account") is payable in a variety of forms following termination of employment.

As a general rule, the CRSP does not permit a Member to assign or transfer an interest in the CRSP to another person. At the same time, however, the Board of Trustees (the "Board") recognizes that a Member, because of a divorce or legal separation, may wish or need to assign a portion of that Member's Account to a spouse.

Generally, such assignment of retirement benefits is accomplished through a court-ordered domestic relations order which satisfies certain technical requirements set forth in the federal tax laws. Once qualified, this type of order is known as a "Qualified Domestic Relations Order" ("QDRO"). While the QDRO rules do not apply to a "church plan," such as the CRSP, the CRSP will permit such an assignment if the order meets the technical requirements to be classified as a QDRO and is not inconsistent with the terms of the CRSP and these guidelines. A model document is provided to facilitate the preparation of a QDRO. It is the responsibility of legal counsel representing the Member and the former spouse to determine if the model is satisfactory to their respective parties. If it is not, then the following minimum technical and substantive provisions must be contained in the domestic relations order submitted for review:

Technical Requirements

1. The order must clearly specify the name and last known mailing address of the Member and the name and last known mailing address of the former spouse.
2. The order must clearly specify the name of the CRSP (i.e., the Concordia Retirement Savings Plan).
3. An assignment of benefits under the CRSP will only be permitted to be made to a former legal spouse who is of the opposite sex from that of the Member.
4. The order must clearly specify the former spouse's right to receive an interest in the CRSP.
5. The order must create or recognize the existence of a former spouse's right to, or assign to a former spouse the right to, receive all or a portion of the benefits payable with respect to a Member under the CRSP.
6. The order must not provide any type or form of benefit, payment, or option not permitted by the specific terms of the CRSP.
7. The order must not require the CRSP to provide increased benefits (determined on the basis of an actuarial valuation).
8. The order must not require a payment of benefits that are already being paid to another divorced spouse pursuant to a previous QDRO.

9. The order must provide that, in the event that the CRSP Plan Administrator inadvertently pays to the Member any benefits that are assigned to the former spouse pursuant to the terms of the order, the Member shall immediately reimburse the former spouse to the extent that such person has received such assigned benefit payments, and shall forthwith pay such amounts so received directly to the former spouse within ten (10) days of receipt.
10. The order must provide that all payments made pursuant to the order shall be conditioned on the certification by the former spouse and the Member to the CRSP 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.

Assignment of Account Under the CRSP

1. The order must clearly specify (i) either the dollar amount to be assigned or the percentage of the Member's Account to be assigned (or the formula for determining such amount), (ii) a specific date as of which the assigned benefit is to be determined which date must be the last day of a calendar month, and (iii) whether gains and/or losses (calculated through the last day of the calendar month preceding the distribution date) should be included in the amount assigned.
2. The order must provide that, in the event the CRSP is amended at any time after payment has been made to the former spouse, such amendment shall not impact in any way the amount previously assigned to the former spouse.
3. An interest in the Account under the CRSP assigned to a former spouse will be payable only as a lump sum.
4. The portion of the Account assigned to a former spouse will be paid in a lump sum as soon as possible after acceptance (qualification) of the order.
5. If the former spouse dies before receiving the assigned portion of the Account, the distribution will be paid to such person's estate.

QDRO Model Form Instructions for the Concordia Retirement Savings Plan

A domestic relation order (“DRO”) model form has been developed by Concordia Plan Services and legal counsel for the Concordia Retirement Savings Plan (the “Plan”) to provide a model (the “Model”) containing those provisions which, taken together, will be deemed upon review by legal counsel to constitute a “qualified” DRO (“QDRO”) pursuant to which the Plan is authorized to distribute benefits under the Plan. The Model will be revised by Concordia Plan Services and its counsel from time to time; you should ensure that you are using the current version of the Model.

The Member, Alternate Payee, and their respective counsel are asked to take note of the following instructions and comments in drafting a QDRO to be submitted to the Plan Administrator:

- This Model does not reflect either the particular laws of a particular state or any administrative or style requirements that may be imposed by a court in that state.
- Legal counsel for the Member and Alternate Payee are solely responsible for determining the applicable state law and conforming this Model so that it (i) is acceptable to both the court of jurisdiction and the Plan Administrator and (ii) reflects the agreed-upon amounts to be assigned to the Alternate Payee.
- The Plan will honor any order substantially conforming to its current Model. The Model is illustrative of just one of various possible approaches which may be found to constitute a QDRO and is not intended to indicate any opinion as to how benefits should be divided between the Member and Alternate Payee. While it is strongly recommended that the Model be used, it is not required. In such case, however, the review process will take longer. If an individually-designed DRO is used, the QDRO Guidelines furnished by Concordia Plan Services should be strictly followed in drafting a DRO for review; otherwise the DRO will not be accepted as a QDRO by the Plan.
- The Plan is a “church plan” and is not governed by the provisions of the Employee Retirement Income Security Act of 1974 as amended (ERISA) or many of the provisions of the Internal Revenue Code of 1986, as amended (the “Code”). Any use of terms that also appear in ERISA or the Code do not reflect either ERISA or non-applicable Code provisions or requirements.
- The QDRO Model forms have sections that need to be completed. You may create your own form or you may download the appropriate Model forms from the Concordia Plan Services website at www.concordiaplans.org.

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(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 _____ [Name of Court]
_____ County

In re the marriage of: Case No.: _____

_____,)
Member - [Husband/Wife])
And)
_____,)
_____,)
Alternate Payee - [Wife/Husband])

**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 in and established under (the "Account") 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: _____

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: _____

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 [designate 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 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 the date of the [Insert date of Divorce Decree or any other designated date].

- with gains/losses valued up to the distribution date
 without gains/losses valued up to the distribution date

_____ B. A dollar amount of \$_____ (not to exceed the amount of the Account determined as of the date payment is to be made).

- with gains/losses valued up to the distribution date
 without gains/losses valued up to the distribution date

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:** 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 Member Before Assigned Benefit Payment:** In the event that the Member predeceases the Alternate Payee, and the Alternate Payee has not received the Assigned Benefit under the Plan, such death shall have no impact on the right of the Alternate Payee to such Assigned Benefit.
- 12. 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.
- 13. 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 the Plan to:
 - (a) provide any type or form of benefit option not otherwise provided under the terms of the Plan;
 - (b) require the Plan to provide increased benefits determined on the basis of actuarial value; or
 - (c) require 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.
- 14. 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.
- 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 the Assigned Benefits becomes 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 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.
- 17. 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.
- 18. 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.
- 19. 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).
- 20. 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.

21. 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

[Name]
[Address]
[Telephone Number]
[Facsimile Number]
[E-mail Address]

Counsel for Alternate Payee

[Name]
[Address]
[Telephone Number]
[Facsimile Number]
[E-mail Address]