

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF _____

Plaintiff,

v,

Defendant.

_____ /

Attorney for Plaintiff

Attorney for Defendant

_____ /

**QUALIFIED DOMESTIC RELATIONS ORDER FOR THE
IBEW LOCAL 9 AND LINE CLEARANCE CONTRACTORS 401K
RETIREMENT PLAN**

At a session of said Court, held in
the City of _____,
County of _____,
and State of Michigan, on this
_____ day of _____, 2010

PRESENT HONORABLE: _____
CIRCUIT COURT JUDGE

Effect of This Order As a Qualified Domestic Relations Order: This Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's benefits payable under an employer sponsored Defined Contribution plan that is qualified under Sections 401(a)(13) and 414(p) of the Internal Revenue Code of 1989 ("Code") and Section 206(d)(3) of the Employee Retirement Income

Security Act of 1974 ("ERISA") as amended. This Order is intended to constitute a Qualified Domestic relations Order ("QDRO") and shall be interpreted and administered in conformity with the Code and ERISA.

This Order is entered pursuant to the authority granted under the applicable domestic relations laws of the State of Michigan.

1. PARTICIPANT INFORMATION:

The name, last known address, social security number and date of birth of the Plan "Participant" are:

Name:

Address:

Social Security Number: See Attachment

Birth Date: See Attachment

2. 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: See Attachment

Birth Date: See Attachment

The parties' personal information will be included on a separate attachment to the Order to protect their privacy.

THE ALTERNATE PAYEE SHALL HAVE THE DUTY TO NOTIFY THE PLAN ADMINISTRATOR IN WRITING OF ANY CHANGES IN HER MAILING ADDRESS SUBSEQUENT TO THE ENTRY OF THIS ORDER AT:

IBEW LOCAL 9 AND LINE CLEARANCE CONTRACTORS 401K
RETIREMENT PLAN
Board of Trustees
6525 Centurion Dr.
Lansing, MI 48917-9275

3. PLAN:

The name of the Plan to which this Order applies is the **IBEW LOCAL 9 AND LINE CLEARANCE CONTRACTORS 401K RETIREMENT PLAN** (hereinafter referred to as the "Plan"). Further, any successor plan to

the Plan or any other plan(s) to which liability for the provisions of the Participant's benefits described below is incurred shall also be subject to the terms of this Order. Also, any benefits accrued by a defined contribution plan sponsored by the Participant's employer, where liability for benefits accrued under such predecessor plan or defined contribution plan has been transferred to the Plan, shall also be subject to the terms of this Order.

4. MARITAL HISTORY:

Date of Marriage:

Date of Divorce (Valuation Date):

5. FOR PROVISION OF MARITAL PROPERTY RIGHTS:

This Order relates to the provision of marital property rights to the Alternate Payee as a result of the Judgment of Divorce between Participant and Alternate Payee dated _____.

6. AMOUNT OF ALTERNATE PAYEE'S BENEFIT AND DURATION OF BENEFIT:

This Order assigns to the Alternate Payee an amount equal to _____ Percent (____%) of the Participant's total account balance accumulated under the Plan as of the valuation date, _____ (or closest valuation date thereto). Further, such total account balance shall include all amounts maintained under all of the various accounts and/or sub accounts established on behalf of the Participant (including any account maintained as a result of the Participant's participation in the Laborers' Annuity Fund-Detroit and Vicinity). The Alternate Payee's share of the benefits shall be allocated on a pro-rata basis among all of the accounts and/or investment funds maintained on behalf of the Participant under the Plan.

The Alternate Payee's award _____ entitled to earnings (dividends, interest, gains, charges and losses) from the valuation date to the date that the award is segregated from the Participant's account(s). From and after the date of segregation, the Alternate Payee's award shall be held in an account under the Plan and shall be credited with dividends, interest, gains, charges and losses attributable to the investments therein.

In the event that there is an outstanding loan balance as of the valuation date on which division of the account occurs, the loan balance will _____ included for purposes of calculating the account balance to be divided. The Alternate Payee's award will allocate his/her share from the

non-loan assets in the Participant's account(s) on the date that the benefit assigned is segregated from the Participant's account(s).

In the event the Alternate Payee does not, or cannot, elect an immediate distribution, her share of the benefits described above shall be segregated and separately maintained in an account(s) established on her behalf and shall additionally be credited with any interest and investment income, charges or losses attributable thereon until the date of total distribution to the Alternate Payee. The Alternate Payee's portion (if applicable) shall be proportionately divided among the Investment funds as the Participant's account(s) are allocated as of the date the Order becomes qualified.

7. COMMENCEMENT DATE AND FORM OF PAYMENT TO ALTERNATE PAYEE:

If the Alternate Payee so elects, she shall be paid such benefits as are immediately distributable to her, as soon as administratively feasible following the date this Order is approved as a QDRO by the Plan Administrator. Otherwise, the Alternate Payee may elect a distribution after the earliest retirement age permitted under the Plan or Section 414(p) of the Code. Benefits will be payable to the Alternate Payee in any form or permissible option otherwise available to participants and alternate payees under the terms of the Plan, including, but not limited to, a single lump-sum cash payment other than a joint and survivor annuity naming a subsequent spouse as a contingent annuitant.

8. SURVIVOR OPTION:

The Alternate payee shall be designated as the surviving spouse for purposes of the Plan's pre-retirement survivor annuity benefit for that portion of the Participant's account balance that is being assigned to the Alternate Payee. Such designation shall terminate immediately if the Alternate Payee elects to receive benefits assigned to her under this order in a form based on her life or life expectancy.

The Alternate Payee shall be designated as the surviving spouse for purposes of the Plan's Qualified Joint and Survivor Benefit for that portion of the Participant's account balance that was assigned to the Alternate Payee, but only to the extent required to assure that the Alternate Payee receives the Plan benefits assigned to her under the Default Judgment of Divorce and this Order. The Participant shall designate the Alternate Payee as beneficiary of such Survivor Benefit unless the Alternate Payee begins to receive Benefits in a form which provides a lump sum distribution or a life annuity based on the Alternate Payee's life. The Alternate Payee's designation as the Participant's surviving spouse shall terminate immediately if the Alternate Payee receives a distribution of the

Participant's account assigned to her under the Order in a single sum distribution or an annuity contract purchased for her benefit.

9. ADMINISTRATIVE FEES:

The Participant and Alternate Payee agree to share equally any additional costs for administrative services incurred by the Plan due to the review and implementation of the terms of this Order.

10. ALTERNATE PAYEE'S RIGHTS AND PRIVILEGES:

On and after the date that this Order is deemed to be a Qualified Domestic Relations Order, but before the Alternate Payee receives his/her benefits under the Plan, s/he shall be subject/entitled to all the rights and election privileges that are afforded to Plan beneficiaries including, but not limited to, rules regarding the right to designate a beneficiary for death benefit purposes and the right to direct Plan investments, but only to the extent permitted under the terms of the Plan or this Order consistent with Plan terms and rules.

11. DEATH OF THE ALTERNATE PAYEE:

The Alternate Payee shall have the right to designate a beneficiary if she elects and begins receiving payment under a Plan benefit option that permits designation of a beneficiary by the Alternate Payee. Such designation will be made as provided by applicable Plan terms and procedure. In the absence of such a designation, any remaining benefit will be paid in accordance with the plan.

If the Alternate Payee dies before she elects and begins to receive the benefits assigned to her by this Order, such benefits shall revert to the Participant to the extent permitted by the Plan.

12. DEATH OF PARTICIPANT:

In the event that the Participant dies *prior* to the establishment of separate account(s) in the name of the Alternate Payee, to the extent permitted by the Plan, such Alternate Payee shall be treated as the primary beneficiary of the Participant to the extent of the full amount of her assigned interest in the Plan, as called for under Section 6 of this Order. Should the Participant pre-decease the Alternate Payee *after* the new account(s) have been established on her behalf, such Participant's death shall not affect the Alternate Payee's rights to receive her assigned portion of the benefits as set forth herein.

13. LIMITATIONS:

This Order is not intended, and shall not be construed in such a manner as to require the Plan:

- a) To provide any type or form of benefit option not otherwise provided under the terms of the Plan; or
- 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 an order that was previously deemed to be a QDRO.

14. RETENTION OF JURISDICTION:

This matter arises from an action for divorce or legal separation in this court, under the case number set forth at the beginning of this document. Accordingly, this court has jurisdiction over the Participant and Alternate Payee only to issue this Order.

In the event that the Plan administrator determines that this Order is not a Qualified Domestic Relations Order, both parties shall cooperate with the Plan administrator to make the changes necessary in order for the parties to obtain an amended Order that meets the requirements for a Qualified Domestic Relations Order. For this purpose, the court expressly reserves jurisdiction over the Participant and the Alternate Payee concerning the Participant's interest in the Plan.

15. TAX TREATMENT OF DISTRIBUTIONS MADE UNDER THIS ORDER:

For purposes of Sections 402(e)(1) and 72(m)(10) of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Participant (or such Alternate Payee's designate/beneficiary) shall be treated as the distributee of any distribution or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal income taxes on such distribution.

16. CONSTRUCTIVE RECEIPT:

In the event that the Plan Trustee inadvertently pays to the Participant and/or the Alternate Payee, any benefits that are assigned to the other party pursuant to the terms of this Order, the Participant and/or the Alternate Payee, shall immediately reimburse the other party to the extent that he/she has received such benefit payments, and shall forthwith pay such amounts so received directly to the other party within a reasonable amount of time.

17. EFFECT OF PLAN TERMINATION

In the event of a Plan termination, the Alternate Payee shall be entitled to receive her portion of the Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for Participants and beneficiaries.

18. OVERPAYMENTS

In the event that the Plan Administrator determines that an overpayment has been made to the Participant 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, within sixty (60) days of the time one or both of them receive notice from the Plan, the Plan will allocate such repayment responsibility as the Plan reasonably determines and the responsible parties shall promptly reimburse the Plan for such overpayment.

19. HOLD HARMLESS

The Participant and the Alternate Payee shall hold the Plan and its sponsors and fiduciaries harmless from any liabilities which arise from following this QDRO, including but not limited to, any liabilities which arise as a result of discrepancies between the terms of this Order and the terms of the Judgment of Divorce and including all reasonable attorney fees which may be incurred in connection with any claims which are asserted because the Plan honors this QDRO. The Plan and its sponsors and fiduciaries shall not be responsible for any attorneys' fees incurred by the Participant or Alternate Payee in connection with obtaining or enforcing this Order.

20. CONFLICTS

In the case of conflict between the terms of this Order and the terms of the Plan, the terms of the Plan shall prevail.

CIRCUIT COURT JUDGE

APPROVED AS TO CONTENT AND FORM:

Plaintiff

Attorney for Plaintiff

Date

Defendant

Attorney for Defendant

Date