

This model order does not describe every method that could be used to divide a retirement benefit between a participant and an alternate payee. Thus, the model order may not be appropriate for certain situations. The model order should not be used if its provisions do not satisfy the intent of the parties. Neither the Plan Administrator nor its agents are responsible for determining whether use of the model order is advisable in a given situation. In addition, neither the Plan Administrator nor its agents purport to provide legal advice to the parties by providing the model order. The Plan Administrator fully relies on the legal representatives of the parties to provide the parties with advice on the appropriateness of the model order.

IN THE COURT OF

CIVIL ACTION – LAW

PARTICIPANT'S NAME :

vs. :

ALTERNATE PAYEE'S NAME :

{Caption must conform to local court rules}

QUALIFIED DOMESTIC RELATIONS ORDER – SEPARATE INTEREST

This order creates and recognizes the existence of the right of an “alternate payee,” within the meaning of section 414(p) of the Internal Revenue Code of 1986, as amended (the “Code”) (an “Alternate Payee”), to receive a portion of the Participant’s benefit under the plan(s) listed in Part A below and is entered pursuant to the authority granted under the applicable domestic relations laws or community property laws of the State or Commonwealth of _____ *{enter appropriate reference}* (the “Order”).

This Order relates to the provision of: *{please check appropriate box}*

- Child Support Alimony Payments Marital Property Rights

Part A – Basic Information

Section 1 – Plan Name {this Section 1 may not be modified by the parties}

This Order shall apply to The Church Pension Fund Clergy Pension Plan (the “Clergy Pension Plan”) and, if applicable, the Benefit Equalization Plan of The Church Pension Fund (together with the Clergy Pension Plan, the “Plan”).

Section 2 – Participant Information[†]

Name	Date of Birth	Social Security No.
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Mailing Address (street, city, state and zip code)

Email Address*	Phone Number
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Section 3 – Alternate Payee Information†

Name	Date of Birth	Social Security No.
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Relationship to Participant

Mailing Address (street, city, state and zip code)

Email Address*

Phone Number

* By providing my email address above (or under separate cover to the Plan Administrator), I (the Participant or the Alternate Payee, as applicable) indicate my consent to the receipt of all correspondence related to, or associated with, this Order by electronic communication and agree to notify the Plan Administrator if my email address changes.

† In order to help protect a Participant’s and Alternate Payee’s privacy, the information required to complete Sections 2 and 3 of this Order (*i.e.*, an individual’s date of birth, Social Security number and contact information), other than the individual’s name, may be provided to the Plan Administrator under separate cover such that it is not contained in the version of this Order that is filed in court.

Part B – Division of Pension Benefit

{Sections 1, 3 and 4 of this Part B may not be modified by the parties}

The Participant and the Alternate Payee were married on _____ *{insert date}* and [legally separated / divorced] *{choose one}* on _____ *{insert date}*.

Section 1 – Immediate Separate Interest *{this Section 1 may not be modified by the parties}*

As of the date that this Order is approved as qualified by the Plan Administrator, the Alternate Payee is hereby awarded an immediate separate interest in the Participant’s accrued benefit that is otherwise payable to the Participant in the form of a single life option as of the Participant’s normal retirement date under the Clergy Pension Plan (as determined in accordance with Sections 4.02(a) and 5.01(a) of the Clergy Pension Plan but without regard to the limits imposed under Code sections 401(a)(17) and 415(b)) (the Participant’s “Accrued Benefit”) in an amount determined under Section 2 of this Part B. The Alternate Payee’s assigned portion of the Accrued Benefit shall be subject to an actuarial adjustment to reflect payment as a single life option over the Alternate Payee’s life expectancy and may be subject to an early retirement reduction, in each case, as further described in Section 3 of this Part B.

For the avoidance of doubt, the following payments shall not be treated as part of the Participant’s Accrued Benefit for purposes of determining the amount assigned to the Alternate Payee under this Order:

- any minimum pension that may be payable to the Participant under the Plan;
- any resettlement benefit that may be payable to the Participant under the Plan;
- the Christmas benefit that may be payable to the Participant each year under the Plan;
- any bridge benefits that may be payable to the Participant under the Plan; and
- any additional extra or supplemental payments that may be payable to the Participant under the Plan.

Section 2 – Assigned Amount

The amount assigned to the Alternate Payee shall be a percentage, as specified below, of the Participant’s Accrued Benefit determined as of _____ *{insert date of divorce / legal separation}*.
{Note: No date used in this Section 2 may be a future date. The formula must be definitely determinable as of the date that this Order is approved as qualified by the Plan Administrator.}

{Please select and complete one of the two options below.}

Option 1 – Formula Method for Dividing Accrued Benefit as of Date of Divorce / Legal Separation

Number of years of Credited Service <u>under the Plan from [date] through [date]</u> Number of years of Credited Service under the Plan (through [date]) <i>{insert dates while married in numerator and date of divorce / legal separation in denominator}</i>	x _____ % =	Percentage of the Participant’s Accrued Benefit (determined as of the date indicated above in this Section 2) assigned to the Alternate Payee
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Option 2 – Percentage of Accrued Benefit

The Alternate Payee is hereby assigned _____% of the Participant’s Accrued Benefit (determined as of the date indicated above in this Section 2).

Section 3 – Commencement and Form of Alternate Payee’s Assigned Benefit *{this Section 3 may not be modified by the parties}*

In accordance with procedures established by the Plan Administrator, the Alternate Payee may elect to commence the assigned benefit effective as of the first day of the calendar month on or after the Participant’s early retirement date under the Clergy Pension Plan, provided that the Participant is fully vested under the Plan as of such date, but in no event earlier than the date that this Order is approved as qualified by the Plan Administrator. The benefit assigned to the Alternate Payee shall be payable in the form of a single life option and actuarially adjusted based on the Alternate Payee’s age as of the date the Alternate Payee elects to commence the assigned benefit, and, if the Alternate Payee elects to commence the assigned benefit prior to the Participant’s normal retirement date under the Clergy Pension Plan, the assigned benefit shall be further reduced by the early retirement reduction set forth in Section 4.05(b) of the Clergy Pension Plan (even if the Participant has earned 30 or more years of Credited Service under the Plan at that time). The Alternate Payee may not elect any other form of payment in which to receive the assigned benefit.

Notwithstanding the foregoing or anything in this Order to the contrary:

(a) if the actuarial equivalent present value of the Alternate Payee’s assigned benefit (determined in accordance with Code section 417(e)(3) and as further described in Section 5.01(e)(iv) of the Clergy Pension Plan) does not exceed \$20,000 as of the date the Alternate Payee elects to commence the assigned benefit, such assigned benefit shall be payable in a single lump sum payment as soon as administratively practicable on or around the date the Alternate Payee elects to commence the assigned benefit;

(b) the Alternate Payee shall be required to commence payment of the Alternate Payee’s assigned benefit on or before the date on which the Participant reaches The Episcopal Church’s mandatory retirement age (currently age 72); and

(c) following the commencement of the Alternate Payee’s assigned benefit, no retroactive changes made to the Participant’s service and/or compensation records (including, without

limitation, to the Participant's accumulated Credited Service or Highest Average Compensation) shall affect the amount of the Alternate Payee's assigned benefit under this Order.

Section 4 – Discretionary Cost-of-Living Adjustments {this Section 4 may not be modified by the parties}

Following the commencement of the Alternate Payee's assigned benefit, any future amendment to Appendix E of the Clergy Pension Plan also shall apply to the Alternate Payee's assigned benefit if both of the following conditions are met: (a) the Alternate Payee's assigned benefit has not been paid as a single lump sum payment, and (b) the discretionary post-retirement cost-of-living adjustment approved by the Board of Trustees of The Church Pension Fund is expressed as a percentage increase.

**Part C – Death of Interested Parties
{this Part C may not be modified by the parties}**

Section 1 – Death of Alternate Payee

If the Alternate Payee dies before the Alternate Payee has commenced payment of the Alternate Payee's assigned benefit and before the Participant has commenced payment of the Participant's benefit under the Plan, the Alternate Payee's assigned portion shall revert to the Participant.

If the Alternate Payee dies (a) after the Alternate Payee has commenced payment of the Alternate Payee's assigned benefit, or (b) after the Participant has commenced payment of the Participant's benefit under the Plan (even if the Alternate Payee has not yet commenced payment of the Alternate Payee's assigned benefit at that time), the Alternate Payee's portion shall not revert to the Participant and shall be considered forfeited.

Section 2 – Death of Participant

The assignment of a separate interest of the Participant's Accrued Benefit to the Alternate Payee herein shall not be reduced, abated or terminated as a result of the death, disability or termination of employment of the Participant. The assigned portion of the Participant's Accrued Benefit under Part B of this Order shall be payable to the Alternate Payee even if the Participant dies prior to, or after, commencement of the Alternate Payee's assigned benefit, or prior to the commencement of the Participant's benefit under the Plan.

**Part D – Understandings & Conditions
{this Part D may not be modified by the parties}**

1. ***Applicable Plan*** – This Order shall apply to the Plan designated in Part A above and to any successor employer plan or any other plan to which liability for payment of the Plan benefit may be transferred.
2. ***Change in Plan Sponsor*** – Changes in Plan Sponsor, Plan Administrator or Plan Name shall not affect this Order.
3. ***Other Requirements*** – This Order is not intended to, and shall not be construed in such a manner as to require the Plan to:
 - (a) provide any type or form of benefit option not otherwise provided under the terms of the Plan;
 - (b) provide increased benefits determined on the basis of actuarial value not otherwise available to the Participant; or

(c) pay any benefits to the Alternate Payee that are required to be paid to another alternate payee under another order that was previously determined by the Plan Administrator to be a qualified domestic relations order (“QDRO”). By submission of this Order, the interested parties certify that (i) no such prior order exists purporting to divide the benefits that are the subject of this Order or (ii) if such prior order exists, the interested parties have advised the Plan Administrator of the existence of such prior order before the Plan Administrator’s determination of the “qualified status” of this Order.

4. **Constructive Receipt** – In the event that the Plan inadvertently or otherwise pays to an interested party hereto any benefits that are properly assigned to the other interested party under this Order, then the party receiving such excess benefits shall be deemed a constructive trustee of said amounts, and that party is ordered to deliver such funds or benefits within 30 days from receipt of same to the other party at the last known address.

5. **Name(s) and Address(es)** – The Participant and the Alternate Payee agree to notify the Plan Administrator of any changes in the contact information or legal name(s) set forth in Part A (or that were provided under separate cover to the Plan Administrator).

6. **Calculation of Credited Service** – The Participant and the Alternate Payee acknowledge and agree that Credited Service is earned in full months only, and, accordingly, that any formula set forth in Section 2 of Part B of this Order that divides the Participant’s benefit as of a certain date shall be deemed to divide the benefit earned for the entire month in which such date occurs.

7. **Qualified Domestic Relations Order** – This Order is intended to fulfill the applicable requirements of a QDRO pursuant to section 414(p)(1)(A)(i) of the Code, as applicable to a “church plan” pursuant to section 414(p)(11) of the Code; provided, however, that this Order also must conform to the terms and conditions of the Plan and such QDRO procedures as the Plan Administrator may adopt.

8. **Remarriage** – The subsequent remarriage of either party shall not affect the division of the Participant’s Accrued Benefit as described herein.

9. **Taxes** – All taxes arising from benefits payable under this Order shall be paid in accordance with applicable federal and state law and by each party separately.

10. **Terms** – To the extent not specifically defined herein, the terms used in this Order shall have the same meanings as in the Plan. In the event of a conflict between the terms of this Order and the Plan, the Plan shall govern.

11. **Miscellaneous** – All amounts payable to the Alternate Payee hereunder shall be subject to the rules, regulations and practices of the Plan as from time to time in effect (which may be amended at any time, without notice and for any reason).

12. **Continued Jurisdiction** – The Court retains jurisdiction to enforce, revise, modify or amend this Order insofar as necessary to establish or maintain its qualification as a QDRO.

BY THE COURT:

Date: _____

SO STIPULATED:

Participant

Alternate Payee