

_____ JUDICIAL DISTRICT COURT

COUNTY OF _____

NO.: _____

DIVISION: " "

V.

DOMESTIC RELATIONS ORDER

Whereas, the Pipeline Industry Pension Plan ("Plan") is a defined benefit pension plan;

Whereas, [Participant's name] is a Participant under the Pipeline Industry Pension Plan ("Plan") and is entitled to pension benefits under the Plan;

Whereas, [Alternate Payee] is the Alternate Payee who was married to the Participant;

Whereas, the Participant has already retired and begun receiving a monthly pension benefit;

Whereas, this Court has personal jurisdiction over both parties and jurisdiction over the subject matter of this Order and this dissolution of marriage action;

Whereas, this Order is made pursuant to the domestic relations laws of the State and the parties and the Court intend that this Order shall be a Qualified Domestic Relations Order ("QDRO") as defined in Section 414(p) of the Internal Revenue Code and Section 206(d) of the Employee Retirement Income Security Act, as amended;

NOW IT IS ORDERED AND ADJUDGED AS FOLLOWS:

1. As used in this Order, the following terms shall apply:
 - a. "Plan" shall mean the Pipeline Industry Pension Plan ("Plan") ;

- b. "Plan Administrator" shall mean the person so designated as holding this position in the Plan or a designee.
 - c. "Monthly Accrued Benefit" shall be determined as of the date the Alternate Payee begins receiving benefits from the Plan.
 - d. "Marriage/Community Property Regime" existed between the parties from [Month/Date/Year] to [Month/Date/Year].
 - e. Shared Interest Method assigns a portion of the Participant's benefits to the Alternate Payee, and divides or shares each actual benefit payment made to the Participant so that the Alternate Payee receives part of each payment.
2. The Participant's and the Alternate Payee's last known respective mailing address and Social Security number are provided by separate document to protect the privacy of the Parties.
 3. The Alternate Payee is assigned a portion of the Participant's pension benefit with the Plan that is based on a formula: the Participant's Monthly Benefit times one half (1/2) of a fraction, the numerator of which is the number of Service Pension Credits accrued by the Participant during the existence of the Marriage/Community Property Regime and the denominator of which is the total number of Service Pension Credits accrued by the Participant.¹
 4. This assignment of benefits does not require the Plan to provide any type or form of benefit or option not otherwise provided under the Plan. This assignment does not

¹ The following are alternate examples of dividing pension plan benefits under the Plan as provided in Paragraph 3:

3. The Alternate Payee is assigned a portion of the Participant's pension benefit with the Plan that is equal to \$ _____ [a dollar amount] of the Participant's monthly pension benefit.
3. The Alternate Payee is assigned a portion of the Participant's pension benefit with the Plan that is equal to _____ % of the Participant's monthly pension benefit.

require the Plan to provide increased benefits (determined on the basis of actuarial value). This assignment does not require the Plan to provide any benefits to the Alternate Payee that are required to be paid to a another alternate payee under another order previously determined by the Plan Administrator to be a Qualified Domestic Relations Order.

5. The Alternate Payee will begin receiving benefits effective the date the next pension benefit is paid to Participant following the date a certified copy of this order is provided to the Plan Administrator. The Plan shall pay benefits to the Alternate Payee in the same form currently being paid to the Participant.
6. The Alternate Payee's portion of the Participant's benefits will end at the earlier of the Participant's or the Alternate Payee's death. Upon the Participant's death, the Alternate Payee's benefits will cease. If the Alternate Payee predeceases the Participant, the Alternate Payee's portion of the benefits will revert to the Participant.
7. The Alternate Payee [will/will not] share in any additional benefits that the Participant might receive in the future, such as a cost-of-living adjustment or any retirement enhancement.
8. The parties shall serve a certified copy of this Order on the Plan Administrator. This Order shall remain in effect until further order of this Court or its terms and/or obligations have been discharged by the distribution of benefits from the Plan.
9. The parties agree that if this Order is submitted to the Plan Administrator and is determined not be to qualified, the parties agree to request a court of competent jurisdiction to modify the Order to make it a QDRO that reflects the parties' intent, which modification Order shall be entered *nunc pro tunc* as appropriate.

10. Nothing in this Order may be used to join the Plan or any Plan fiduciary in any action arising out of the division of benefits under this Order.

11. The Court retains jurisdiction to enforce, revise, modify or amend this Order insofar as necessary to establish or maintain its qualification as a Qualified Domestic Relations Order or to amend this Order for other reasons provided. However, neither this Order, any subsequent revision, modification, or amendment shall require the Plan to provide any benefit not otherwise provided by the Plan.

City, State, this _____ day of _____, 20__.

JUDGE

APPROVED AS TO FORM AND CONTENT AND SUBMITTED:

PARTICIPANT'S NAME

PARTICIPANT'S ATTORNEY

ALTERNATE PAYEE'S NAME

ALTERNATE PAYEE'S ATTORNEY