

WHEREAS, pursuant to a properly executed Separation Agreement or Property Settlement the parties have agreed upon a division of the accrued pension benefits and Participant has agreed to assign a portion of the vested pension benefit to Alternate Payee, and

WHEREAS, this Court has by its Decree of Dissolution of Marriage divided and distributed a portion of the said retirement benefits to the Alternate Payee, pursuant to the domestic relations law of the State of _____.

Now THEREFORE, it is hereby ordered as follows:

I. Definition of terms

For purposes of this Order, the following definitions shall apply:

A. Participant means employee spouse. Said Participant is

Name: _____

Last known address: _____

Social Security Number: _____

Date of Birth: _____

B. Alternate Payee means non-employee spouse, child or other dependent. Said alternate

is:

Name: _____

Last known address: _____

Social Security Number: _____

Date of Birth: _____

C. Plan means the benefit structure and related provisions of the Pension Plan of Carpenters' Pension Trust Fund of St. Louis, a defined benefit plan, applicable to Participants under:

- Pension Plan of Carpenters' Pension Trust Fund of St. Louis (other than Shops and Mills)
- Carpenters' District Council Shops and Mills Pension Trust Fund of St. Louis (Appendix A)

The Plan Administrator's name and address is:

Board of Trustees

c/o Benefit Plans Administrator

Carpenters' Pension Trust Fund of St. Louis

1419 Hampton Avenue

St. Louis, MO 63139

D. Code means the Internal Revenue Code of 1986, as amended from time to time.

E. ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time and all regulations issued thereunder.

F. Order means this domestic relations order, and all terms and provisions thereof. This Order relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child or other dependent of the Participant.

G. Benefit Division Date means:

(Select one)

Date of Divorce: _____

Benefit Commencement Date: _____

Other: _____

H. Benefit Commencement Date means _____ (the date the Participant began receiving benefits under the Plan).

II. Benefit Amount Awarded to Alternate Payee.

A. (Select option 1 or 2 below)

1. The Participant began receiving monthly benefits under the Plan as of the Benefit Commencement Date (as defined in Section I.H.).

At that time, the Joint and Survivor

50%

75%

100%

option was selected. The Alternate Payee is hereby awarded _____% (percent) of the Participant's monthly benefit currently being paid or paid at any time in the future (if such amount is adjusted for any reason) as result of participation in the Plan.

Should the Alternate Payee predecease the Participant; the Alternate Payee's portion will revert back to the Participant.

Upon the death of the Participant, the Alternate Payee's portion will stop, and the Alternate Payee shall receive, for the Alternate Payee's remaining lifetime, benefits pursuant to the terms of the Plan in accordance with the option selected, as of the first of the month following the Participant's death.

2. The Participant began receiving monthly benefits under the Plan as of the Benefit Commencement Date (as defined in Section I.H.).

At that time, a

5 Year Certain & Life

10 Year Certain & Life

option was selected.

The Alternate Payee is hereby awarded \$ _____ of the Participant's monthly benefit currently being paid or paid at any time in the future (if such amount is adjusted for any reason) as result of participation in the Plan.

Should the Alternate Payee predecease the Participant; the Alternate Payee's portion will revert back to the Participant.

If the Alternate Payee dies after the applicable period certain has been fulfilled, no additional benefit will be paid.

- 3. The Participant began receiving a monthly benefit under the Plan as of the Benefit Commencement Date (as defined in Section I. H.). The Alternate Payee is hereby awarded 100% (percent) of the Participant's benefits. These benefits are to be converted to an actuarially equivalent annuity based solely on the Alternate Payee's life expectancy.

The Alternate Payee will be allowed to elect any form of payment offered under the Plan with the exception of a joint and survivor annuity. The Alternate Payee may designate a beneficiary for the Alternate Payee's share of the Participant's benefit assigned by this order, with respect to any remaining unpaid balance of the applicable period certain.

If the Alternate Payee dies after the applicable period certain has been fulfilled, no additional benefit will be paid.

The death of the Participant will have no effect on the benefits being paid to the Alternate Payee.

- B. The Participant's monthly benefit will be reduced by an amount appropriate to reflect the amount payable to the Alternate Payee.

- C. The benefits described above shall commence as soon as this QDRO is determined to be qualified and the Plan Administrator receives a court certified copy of the order signed by a judge.

- D. The Alternate Payee shall notify the Plan Administrator by written request to begin receiving benefits in accordance with the procedures provided under the Plan.

- E. If necessary, the Plan Administrator shall make an actuarial adjustment to the benefit provided to the Alternate Payee to account for the difference, if any, of the ages and life expectancies of the parties.

- F. Each party shall keep the Plan Administrator informed, in writing, of their current address.

III. Covenants

A. Pursuant to Section 414 (p)(3) of the Code, this Order does not and shall not be construed to require:

1. The Plan to provide any type or form of benefit, or any option not otherwise provided under the Plan;
2. The Plan to provide increased benefits (determined on the basis of actuarial value); or,
3. The payment of benefits to the Alternate Payee which are required to be paid to another Alternate Payee under another Order previously determined to be a Qualified Domestic Relations Order.

B. This order shall be subject to all rules of the Plan, including but not limited to the provisions governing vesting of the Participant's benefit.

IV. Termination of the Plan

Alternate payee shall benefit from the same choices available to the Participant should the Plan terminate.

V. Miscellaneous

- A. It is intended that this Order will qualify as a Qualified Domestic Relations Order under the Code, ERISA or other law, and the provisions herein shall be administered and interpreted in conformity with such laws.

- B. The court retains jurisdiction to amend this Order, but only for the purpose of establishing or maintaining its qualifications as a QDRO under the Code, ERISA or other law; provided that no such amendment shall require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan, and further provided that no such amendment, nor the right of the court to make such amendment, will result in this Order failing to be "qualified" within the meaning of the Code.

- C. A certified copy of this Order shall be served upon the Plan Administrator forthwith.

COURT APPROVAL

(Note: Required signatures for court approval.)

So stipulated:

Name, Participant

Name, Alternate Payee

So ordered:

Judge

Dated: _____