

SAMPLE QDRO LANGUAGE FOR
BAY AREA PAINTERS AND TAPERS ANNUITY FUND

NOTE: This language is merely to assist attorneys in preparing a Qualified Domestic Relations Order ("QDRO"). This sample QDRO is intended for individuals who are participants in the Bay Area Painters and Tapers Annuity Fund. It will be accepted by the Fund as meeting the requirements of a QDRO, but it is not warranted by the Fund to be appropriate in any particular individual case. The parties should always consult with their own attorneys before agreeing to this form.

1. QDRO. This Order is intended to satisfy the requirements of federal law concerning Qualified Domestic Relations Orders, including ERISA § 206(d) and Internal Revenue Code § 414(p). This Order is entered pursuant to the California Family Code, Division 6, Part 1, Chapter 6.

2. Plan. The name of the Plan to which this Order applies is:
BAY AREA PAINTERS AND TAPERS ANNUITY FUND

3. Names. The names and last known mailing addresses of the parties are as follows:

a. Employee (Plan Participant):

Name: _____

Address: _____

Social Security No.: _____

Birthdate: _____

b. Spouse (Alternate Payee):

Name: _____

Address: _____

Social Security No.: _____

Birthdate: _____

4. Period of Marriage. It is agreed that the Period of Marriage was from the date of marriage specified below to the date of separation specified below:

Date of Marriage: _____

Date of Separation: _____

For purposes of this QDRO:

a. If the marriage occurred on or before the 15th of a month, the Employee and Spouse will be deemed to have been married the entire month.

b. If the marriage occurred after the 15th of a month, the Employee and Spouse will be deemed not to have been married for that month.

c. If the separation occurred on or before the 15th of a month, the Employee and Spouse will be deemed not to have been married for the entire month.

d. If the separation occurred after the 15th of a month, the Employee and Spouse will be deemed to have been married for the entire month.

5. Conditions Precedent. No retirement benefits are payable under this QDRO unless the following two conditions are met:

(i) The Employee has a vested benefit under the Plan, and

(ii) The Plan has been served with a valid copy of this QDRO and has determined that it is a qualified domestic relations order as that term is defined under federal law.

6. Plan Administration. The Plan is an individual account retirement plan. No benefits are payable under the Plan until the

recipient applies for them by filing with the Plan office such forms as may be required by it from time to time.

7. Spouse's Benefit. The Spouse is hereby awarded a Spouse's Benefit, the amount of which is determined as provided in this Paragraph 7. The Spouse's Benefit shall be one-half of the Total Community Benefit. For purposes of this Order, the Total Community Benefit on _____ has been determined by the parties to be \$ _____, plus any earnings thereon (or minus any losses) after that date.

8. Spouse's Subaccount. Within a reasonable time after its receipt of this Order, the Plan shall create a subaccount in the name of the Spouse, which can be distributed to the Spouse without regard to whether the Employee is eligible to receive a distribution. If the Employee dies before the subaccount begins to be distributed, the subaccount will be distributed to the Spouse within one year of the Employee's death. If the Spouse dies before the subaccount begins to be distributed, the subaccount will be distributed to the beneficiaries named by the Spouse in a writing filed with the Plan prior to the Spouse's death. If no such beneficiaries are named, the subaccount shall be distributed in equal shares to the then living children of the Employee and the Spouse. If none of the foregoing provisions apply, the subaccount shall become part of the Employee's account.

9. Form of Benefit. When eligible to receive benefits from the subaccount, the Spouse may elect any form of payment that would be available to any unmarried participant in the Plan. In no event

may the Spouse elect a joint and survivor annuity with respect to the Spouse and his or her subsequent spouse.

10. Employee's Residual Benefits. Any benefits under the Plan not specifically given to the Spouse under this QDRO shall be the sole and separate property of the Employee.

11. Statutory Limits. Notwithstanding any provision hereof to the contrary, in no event shall this order be interpreted as requiring the Plan to do any of the following:

a. Require payment of benefits to the Spouse or other alternate payee which are already required to be paid to another spouse or alternate payee under a prior QDRO.

b. Require the Plan to provide benefits with a greater actuarial value than it would otherwise pay.

c. Require the Plan to pay any benefits with respect to a non-vested Employee.

d. Require the Plan to provide any type or form of benefit or any option not otherwise provided under the Plan.

However, as provided above, the QDRO may require that payments to the Spouse begin on or after the earliest age the Employee could retire, even if the Employee does not retire at that time. If the Spouse's payments are to begin before the Employee actually retires, then the benefits cannot be paid in the form of a joint and survivor annuity with respect to the alternate payee and his or her Spouse.

12. Amendment. The Court retains jurisdiction over this matter to amend this Order in order to establish and/or maintain its qualification as a QDRO.