

DRO APPROVAL GUIDELINES AND PROCEDURES

University of Delaware 403(b) Retirement Savings Plan

Effective date of this document: July 1, 2018

**FOR ASSISTANCE CREATING A DRO, GO TO:
*****QDRO.FIDELITY.COM*******

This document is designed to assist in the preparation of a domestic relations order (“Order” or “DRO”) that meets the requirements of the plan procedures related to the division of assets in the University of Delaware 403(b) Retirement Savings Plan (“Plan”). In the following sections, you will find the applicable processing guidelines for determining the approval of an Order and some discussion of Plan features and issues that should be considered in drafting an Order that is intended to become an approved DRO. For a more detailed discussion of the various features of the Plan, please refer to the applicable Plan Document or description of the applicable Plan’s provisions. See Section 9, “Contact Information” for information on how to obtain a copy of your Plan’s information.

NOTE: Individuals seeking DROs may not rely on the Plan Administrator, Fidelity or any employees or agents of the Plan Administrator or Fidelity for advice on which type or form of DRO is most appropriate under any particular factual situation. The contents of these DRO Approval Guidelines and Procedures (“DRO Guidelines”) are intended for informational purposes only and should not be construed as legal advice or legal opinion. Further, the information contained in this document is subject to revision at any time based upon changes in the Plan language, state or federal law, or at the direction of the Plan Administrator.

GETTING STARTED

To get started, refer to the “**Checklist for Completing a DRO**” on the following page. This checklist will take you step-by-step through the process of creating an Order.

Note that a domestic relations Order may be drafted in one of two ways:

- **Using Fidelity’s QDRO Center website, or**
- **Manually**

Note: the DRO drafted under these guidelines relates only to annuity contracts, mutual funds or custodial accounts held by Fidelity. You will need to draft a separate Order relating to annuity contracts or custodial accounts held by any other provider. Contact the Plan Administrator for instructions.

1. **THE FIDELITY QDRO CENTER.** The Fidelity QDRO Center is a website that was created to assist individuals in the preparation of domestic relations orders and is tailored to meet the requirements of the Plan and the Internal Revenue Code (“Code”). The Fidelity QDRO Center website provides immediate access to a Glossary of Terms, Frequently Asked Questions, and the Plan’s DRO Approval Guidelines and Procedures (“DRO Guidelines”).

The advantages of using the Fidelity QDRO Center website to create an Order are as follows:

- **quick and easy creation of an Order**
- **helps avoid common errors and omissions, producing Orders that are more frequently approved**
- **expedited Order review**
- **reduced Order review fees**

The Fidelity QDRO Center may be accessed by going to <https://qdro.fidelity.com> (then registering as a user and logging in). Specific step-by-step questions will guide you through the Order creation process. **Note:** The Fidelity QDRO Center website is designed to assist in the creation of an Order. Use of the Fidelity QDRO Center website does not result in an automatic electronic submission of an Order to Fidelity. ***Orders created using the Fidelity QDRO Center website must be printed out and executed by a court of competent jurisdiction prior to submission to Fidelity for review.***

2. **MANUALLY.** Any Order that is *not* drafted using Fidelity’s QDRO Center website *or* any Order that is drafted using Fidelity’s QDRO Center website but is subsequently altered is considered a manually drafted Order. Parties with uniquely complicated needs may choose to submit a manually drafted Order to Fidelity for review. **Note: Parties choosing to draft an Order manually may use the MODEL ORDER contained within this document.** (See Section 12, “Model Order”)

CHECKLIST FOR COMPLETING A DRO

- 1. **Determine the applicable Plan.**
- 2. **Verify the Participant has sufficient assets in the applicable Plan.**
- 3. **Determine whether you will be using Fidelity’s QDRO Center website to draft your Order.**
The Fidelity QDRO Center website is tailored to the requirements of your Plan and is designed to simplify and expedite the approval process. Visit <https://qdro.fidelity.com>.
- 4. **Draft an Order.**
 - Web-generated Order – *any Order generated from the Fidelity QDRO Center website.*
 - Manual Order – *any Order not generated from the Fidelity QDRO Center website, or any Order that is drafted via Fidelity’s QDRO Center website but is subsequently altered.*
- 5. **Submit the Order to a court for a judge’s signature and obtain a Court Certified or True Copy of the Court-Executed Order.** (See Section 10, “Definition of Terms”)
- 6. **Submit the Court Certified or True Copy of the Court-Executed Order to Fidelity at the address provided in Section 9, “Contact Information.”** The “DRO Information Sheets” (see Section 11, “Forms”), **or the Addendum** (if it is a web-generated Order) **must be included with the submission of an Order.**
- 7. **You will receive an acknowledgment letter once Fidelity receives your Order for review.**
(See Section 7.A, “Acknowledgment Letters”)

*Fidelity will acknowledge receipt of the Order in writing within 3-5 business days from the date of receipt.
- 8. **You will receive a determination letter either approving or disapproving the Order.** If the DRO does not satisfy the DRO requirements of the Code and the DRO Procedures, it will be considered preempted by federal law and not valid as an assignment or award under the Plan. (See Sections 7.B & 7.C, “Written Notifications”)

*The timeframe for the review of *unaltered* web-generated Orders is typically 10 business days, and within 30 business days for manually drafted Orders. (See Section 5, “Timeframe for Review”) *Please note that after the review and approval of an Order is complete, additional time is required in order to segregate the Alternate Payee’s award from the Participant’s account(s) into a separate account established in the Alternate Payee’s name.*

NOTE: If you receive a disapproval letter, you will need to make the appropriate changes and begin the process again at Step 4.

DRO APPROVAL GUIDELINES AND PROCEDURES

University of Delaware 403(b) Retirement Savings Plan

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1. INTRODUCTION

WHY IS A DOMESTIC RELATIONS ORDER NECESSARY?

These DRO Guidelines are designed to assist in the preparation of DROs that apply to the University of Delaware 403(b) Retirement Savings Plan, which is a 403(b) plan not governed by ERISA.

An approved DRO is a court order issued under a state's domestic relations law that:

- 1.) recognizes the right of an alternate payee (who must be either a spouse, former spouse, child or other dependent of a participant in an employee benefit plan) to receive all or part of the participant's vested interest in a retirement plan, and
- 2.) has been determined by the Plan Administrator to comply with specific requirements of federal law and the provisions of the Plan and to meet the specific requirements as identified in these DRO Guidelines.

Unless an Order meets these requirements, it will not be considered an approved Order and the terms of the Order cannot be enforced by the Plan.

For purposes of the Plan, a participant is considered to be married if the Participant is married to a person who is considered to be the Participant's spouse for federal income tax purposes.

The Plan Administrator, Fidelity, its attorneys, representatives, agents and employees cannot provide any advice to any party as to whether a QDRO or any term thereof is appropriate for any particular party, and no party should interpret Fidelity's determination that a DRO is a QDRO as indication that the QDRO and the terms thereof are appropriate. The parties should consult with their financial, tax and legal advisors as to whether the QDRO and its terms are appropriate.

2. BASIC ELEMENTS OF AN ORDER

THE FOLLOWING SECTION OUTLINES ISSUES THAT EITHER MUST OR MAY BE ADDRESSED IN THE ORDER.

A. PLAN NAME

The Order **MUST** clearly specify the Plan to which it applies. A minor variation on the exact Plan name will be accepted if Fidelity can clearly determine the Plan to which the Order applies. The legal name of the Plan to which these DRO Guidelines apply is:

University of Delaware 403(b) Retirement Savings Plan

NOTE: The Participant may obtain Plan-specific account information via www.netbenefits.com. Alternatively, the Parties may obtain Plan-specific Participant account information via a properly served court-ordered subpoena or notarized written authorization from the Participant. If you have any questions, please call the Benefits Service Center at **1-800-343-0860**.

B. PARTICIPANT AND ALTERNATE PAYEE INFORMATION

1. The Order **MUST** contain the following information (or be otherwise obtainable from Fidelity records). Any Order that does not contain this information **may** be **disapproved**.

- **Full names of Participant and Alternate Payee**
- **Last known mailing addresses of Participant and Alternate Payee**

***NOTE:** If the Order pertains to Child Support, the minor child(ren) **must** be named as the Alternate Payee(s). The Order **must** provide the name and address of the Alternate Payee's legal representative (i.e., guardian or a party acting in loco parentis).*

2. The Order **should** contain the following information. Failure to include this information with the Order will delay the distribution to the Alternate Payee but will **not** cause the Order to be disapproved. Parties should provide dates of birth and social security numbers under separate cover using the DRO Information Sheets included in these DRO Guidelines (see Section 11, "Forms"), or the Addendum (see Section 10, "Definition of Terms") if the Parties are submitting a web-generated Order.

- **Social security numbers for the Participant and Alternate Payee**
 - **Dates of birth for the Participant and the Alternate Payee**
 - **The Alternate Payee's relationship to the Participant**
-

2. BASIC ELEMENTS OF AN ORDER

C. VALUATION DATE

1. The Order may state a **single** Valuation Date (see Section 10, "Definition of Terms") or a specified valuation period between two dates* to be used for determining the Alternate Payee's award.

***Note:** The valuation period must start on or after the earliest Valuation Date permitted by the Plan.

2. The earliest Valuation Date available for the Plan on Fidelity's recordkeeping system is **December 31, 1993**.
3. The Order must use a Valuation Date which is both:
 - On or after the earliest Valuation Date available for the Plan and;
 - On or after the date on which the Participant's account balance in the Plan first became available on Fidelity's recordkeeping system

Note: If the Valuation Date stated in the Order falls on a non-business day or a day that the New York Stock Exchange ("NYSE") is closed, Fidelity will use the account balance as of the previous business day.

4. In the event that the Order is **silent** regarding the Valuation Date, *the date of account segregation will be used* as the Valuation Date. The "*date of account segregation*" means the date on which the Alternate Payee's award is segregated from the Participant's account into a separate Plan account established in the name of the Alternate Payee.
5. Any Order that states a Valuation Date prior to the earliest Valuation Date available for the Plan, or any Order for which the Valuation Date is unclear **will be disapproved**.

If the Parties wish to determine the Alternate Payee's award as of a date prior to the earliest Valuation Date available for the Plan, they must take the following actions:

- obtain the necessary plan account information from either their own records or those of the Plan's prior recordkeeper;
- calculate the specific dollar amount of the Alternate Payee's award, adjusting for earnings if applicable; and
- submit an Order that states the award as a flat dollar amount as calculated by the Parties.

D. AMOUNT OF THE ALTERNATE PAYEE'S AWARD

1. The Order **must** assign the Alternate Payee *either*:
 - a percentage, *or*
 - a specific dollar amountof the Participant's **total vested account balance** (hereinafter referred to as "account" or "account balance") under the Plan as of the Valuation Date.

2. An Order may define the Alternate Payee's award as a portion of the Participant's account balance between two dates.

Note: If account information is not available in Fidelity's recordkeeping system for both dates stated in the Order, the Order will be **disapproved**.

3. Any Order which contains an award which is not clear and calculable will be **disapproved**.

SAMPLE LANGUAGE: To address the award, *one* of the following sentences may be added to the Order:

- The Alternate Payee's interest in the Plan shall be ___% of the Participant's total vested account balance in the Plan assets held by Fidelity as of _____ (the "Valuation Date").
- The Alternate Payee's interest in the Plan shall be \$ _____ of the Participant's total vested account balance in the Plan assets held by Fidelity as of _____ (the "Valuation Date").

2. BASIC ELEMENTS OF AN ORDER

E. EARNINGS

1. The Order should indicate whether the Alternate Payee's award will be subject to earnings (dividends, interest, gains and losses) *from the Valuation Date to the date of account segregation*.
2. In the event that the Order is **silent** regarding this issue, the Alternate Payee **will not** be subject to earnings on his/her award *from the Valuation Date to the date of account segregation*.
3. If the Order states that the Alternate Payee's award is subject to earnings, earnings on the Alternate Payee's award will be calculated (based upon the investments held in the Participant's account) *from the Valuation Date to the date of account segregation* in accordance with the Plan's procedures for calculating earnings, and the Alternate Payee's award will be adjusted accordingly.
4. In all cases, after approval of the Order and segregation of the award from the Participant's account into a separate account established for the Alternate Payee, the Alternate Payee's awarded amount will be subject to earnings (based upon the investments within the Alternate Payee's account) *from the date of account segregation to the date of distribution*.
5. Any Order which is **unclear** as to the treatment of earnings on the Alternate Payee's award will be **disapproved**.

SAMPLE LANGUAGE: To address the issue of earnings, *one* of the following sentences may be added to the Order:

- The Alternate Payee's award **IS** subject to earnings (dividends, interest, gains and losses) from the Valuation Date to the date that the award is segregated from the Participant's account.
- The Alternate Payee's award **IS NOT** subject to earnings (dividends, interest, gains and losses) from the Valuation Date to the date that the award is segregated from the Participant's account.

F. PARTICIPANT LOANS

1. The Order should indicate whether the value of any outstanding loans on the Valuation Date is to be included in determining the Alternate Payee's award.
2. In the event that the Order is **silent** regarding this issue, the value of the Participant loan balance(s) outstanding as of the Valuation Date specified in the Order **will not** be included in the Participant's Plan account balance for purposes of calculating the account balance to be divided.

Example:

• Participant's total vested account balance on Valuation Date:	\$100,000*
• Participant's outstanding loan balance on Valuation Date:	\$ 10,000*
• Alternate Payee's award, if defined in Order as 50% of the Participant's vested account balance with no mention of loans :	\$ 50,000
• Alternate Payee's award, if defined in Order as 50% of the Participant's vested account balance including loans :	\$ 55,000

Fidelity Participant account statements report outstanding loan balances as a separate line item from the total vested account balance, which is the vested **liquid balance in the Plan. A participant's total interest in the Plan is the sum of the total vested account balance and the outstanding loan balance shown on the statement.*

3. The Alternate Payee's award will be transferred from the non-loan assets of the Participant's Plan account.
4. If, as a result of an outstanding loan balance(s), the Participant's liquid balance (non-loan assets) is not sufficient to cover the required transaction to transfer the award to the Alternate Payee, the Order will be **disapproved**.
5. Any Order which is **unclear** as to the treatment of loans in determining the Alternate Payee's award will be **disapproved**.
6. There will be **no** transfer of the Participant's loan liability to the Alternate Payee. Any remaining loan balance(s), at the time of segregation of the award, will remain with the Participant. Any Order which attempts to assign loan liability to the Alternate Payee will be **disapproved**.

SAMPLE LANGUAGE: To address the issue of loans, *one* of the following sentences may be added to the Order:

- In the event there is an outstanding loan balance as of the Valuation Date, the outstanding loan balance **WILL** be included for purposes of calculating the account balance to be divided.
- In the event there is an outstanding loan balance as of the Valuation Date, the outstanding loan balance **will NOT** be included for purposes of calculating the account balance to be divided.

2. BASIC ELEMENTS OF AN ORDER

G. BENEFIT FORM

1. The Alternate Payee will have the right to select from among the benefit forms available to Alternate Payees under the terms of the Plan at the time the Alternate Payee becomes eligible and elects to receive a distribution. The Alternate Payee shall initiate the distribution in accordance with the terms of the Plan and the administrative procedures that have been established by the Plan Administrator.
2. If the Order is **silent** regarding this issue, the Alternate Payee will have the right to select the benefit form(s) available to Alternate Payee under the terms of the Plan at the time he/she becomes eligible and elects to receive a distribution.
3. Any Order which states otherwise will be **disapproved**.

SAMPLE LANGUAGE: To address the benefit form, the following language may be added to the Order:

- The Alternate Payee will have the right to select from among the benefit forms available to Alternate Payees under the terms of the Plan at the time that he/she becomes eligible and elects to receive a distribution.

H. COMMENCEMENT OF THE ALTERNATE PAYEE'S AWARD

1. The distribution of the Alternate Payee's award will be made pursuant to the administrative procedures established for the Plan.
2. If the Order is **silent** regarding this issue, the distribution of the Alternate Payee's award will be made in accordance with the Plan's procedures, following the approval of the Order.
3. Any Order which states otherwise will be **disapproved**.

SAMPLE LANGUAGE: To address the issue of commencement, the following language may be added to the Order:

- The distribution of the Alternate Payee's award shall be made pursuant to the administrative procedures established for the Plan, following approval of the Order.

I. TRANSFER OF THE AWARD FROM THE PARTICIPANT'S PLAN ACCOUNT

1. The Alternate Payee's award **must** be transferred proportionately from all investment options in the Participant's Plan account(s) as of the date of account segregation. Orders that provide otherwise will be **disapproved**.
2. The Alternate Payee's award **must** be transferred proportionately from all contribution sources in the Participant's Plan account(s) as of the Valuation Date. The Order **cannot** specify that the Alternate Payee's award be transferred from a specific contribution source (i.e., the after-tax source only). **Orders that provide for this will be disapproved.**

SAMPLE LANGUAGE: To address the issue of transfer, the following language may be added to the Order:

- The Alternate Payee's award will be transferred proportionally from all contribution sources and from all standard plan investment options in which the Participant's account is invested.

J. TAXATION

An Alternate Payee who is a spouse or former spouse of the Participant will be responsible for any taxes incurred upon distribution of benefits to the Alternate Payee. If the Alternate Payee is a child or dependent of the Participant, the Participant is responsible for taxes on such distribution. **The Order will be disapproved if it states otherwise.** It is not possible to change federal taxation rules by agreement of the Parties in a Domestic Relations Order.

SAMPLE LANGUAGE: To address the issue of taxation, the following language may be added to the Order:

- Any Alternate Payee who is the spouse or former spouse of the Participant will be treated as distributee of any distributions or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal and/or state income taxes on such distribution. If the Alternate Payee is a child or other dependent of the Participant, the Participant will be responsible for any federal and/or state income taxes on such distribution.

2. BASIC ELEMENTS OF AN ORDER

K. DEATH OF ALTERNATE PAYEE

1. In the event that the Alternate Payee dies after the approval of an Order, either prior to or subsequent to the segregation of assets for the Alternate Payee, the Alternate Payee's award will be distributed in accordance with the terms of the Plan.
2. To the extent allowed by the Plan, all beneficiary designations will be made after the approval of the Order and segregation of the award into a separate account for the Alternate Payee pursuant to the administrative procedures established for the Plan. *Any actual beneficiary designation(s) and/or any provision attempting to grant the Alternate Payee the right to designate a beneficiary, contained within the Order will be disregarded, but will not cause the Order to be disapproved.*

NOTE: If the Alternate Payee dies *prior to the approval of an Order*, there shall be no benefits payable on behalf of the Alternate Payee.

SAMPLE LANGUAGE: To address the death of the Alternate Payee, the following language may be added to the Order:

- In the event of the Alternate Payee's death after the approval of this Order, either prior to or subsequent to the segregation of assets for the Alternate Payee, the Alternate Payee's award will be distributed in accordance with the terms of the Plan. To the extent allowed by the Plan, all beneficiary designations will be made after the approval of the Order and segregation of the award into a separate account for the Alternate Payee pursuant to the administrative procedures established for the Plan.

L. DEATH OF PARTICIPANT

The death of the Participant after the approval of the Order **will not** affect the Alternate Payee's right to his/her award.

SAMPLE LANGUAGE: To address the death of the Participant, the following language may be added to the Order:

- The death of the Participant after the approval of the Order will not affect the Alternate Payee's right to his/her award.

M. DRO/BENEFICIARY DESIGNATION COORDINATION

1. Any language in the Order which attempts to divest the Alternate Payee of all right, title and interest in the Participant's Plan account(s), or waiving such right and interest (with the exception of the amount awarded under the Order), **will be disregarded**.
2. All beneficiary designations must be properly submitted by the Participant pursuant to the beneficiary designation procedures under the Plan, and will be honored regardless of who is named as the beneficiary in the Order. **Any beneficiary designation contained in the Order will be disregarded**. The Participant will be advised that he/she can designate a new beneficiary (or re-designate the Alternate Payee if desired) in accordance with the normal Plan administrative procedures.

N. ADDITIONAL REASONS FOR REJECTION

An Order that fails to meet the requirements in these DRO Guidelines and applicable law will be **disapproved**. In addition to the requirements previously identified in this Section, an Order will be disapproved if any of the following deficiencies are contained within the document:

- The Order contains contradictory provisions;
- The Order specifies improper allocation of taxation on distribution;
- The Order is unclear on what, how or when to pay the Alternate Payee;
- The Order specifies that the Plan pay attorney's and/or court fees;
- The Order requires payment to an assignee other than the Alternate Payee;
- The Order requires the Plan to provide increased benefits;
- The Order requires the distribution of accounts to an Alternate Payee which are required to be distributed to another Alternate Payee under a prior DRO;
- The Order assigns to the Alternate Payee monies that have already been paid out from the Plan to the Participant;
- The Order requires payment to the Alternate Payee of benefits forfeited by the Participant;
- The Participant has no vested benefit entitlement in the Plan as of the specified Valuation Date;
- The Order can be construed to improperly bind the Plan;
- The Order is not executed by a U.S. state court (or other U.S. court having proper jurisdiction).

3. ORDERS ACCEPTED FOR REVIEW

Fidelity must receive an **original or photocopy** of either a Court Certified or True Copy of a Court-Executed Order that has been determined to be approved before the terms of the Order can be honored. (See Section 10, “Definition of Terms”)

A. ORDERS ACCEPTED FOR REVIEW

The following Orders may be submitted to Fidelity for review:

1. **Any Court-Executed Order** (as defined in Section 10, “Definition of Terms”)
2. **An Initial Draft Order** (as defined in Section 10, “Definition of Terms”)

NOTE: An Initial Draft Order **will** be sufficient to place a disbursement restriction on the Participant’s Plan account(s).

NOTE: After an Initial Draft Order has been reviewed, the next Order submitted for review **MUST** be a Court-Executed Order.

3. **A signed Order or Notice from a state child support enforcement agency**
4. **A Draft Amended Order** (as defined in Section 10, “Definition of Terms”)

NOTE: After a Draft Amended Order has been reviewed, the next Order submitted for review **MUST** be a Court-Executed Order.

5. **A Court-Executed or Draft Amended Combination Order** (as defined in Section 10, “Definition of Terms”)

NOTE: Each individual Plan named in the Order must be approved under the appropriate set of DRO Guidelines (or qualified under the appropriate set of QDRO Guidelines if applicable) for the Order to be considered approved (or qualified if applicable). Therefore, the Parties may find it preferable to enter a separate Order for each Plan from which benefits are sought to be assigned to the Alternate Payee.

NOTE: Along with your Order, please submit a completed copy of the attached **“DRO Information Sheets”** (see Section 11, “Forms”), or the **Addendum** (see Section 10, “Definition of Terms”) for a **web-generated Order**.

B. ORDERS NOT ACCEPTED FOR REVIEW

The following Orders will **NOT** be reviewed:

An Order that references a Plan sponsored by the University of Delaware for which Fidelity does not provide DRO review and qualification services.

NOTE: Such an Order will be returned to the sender.

4. ORDER REVIEW FEES

A FEE IS ASSESSED FOR ORDERS REVIEWED BY FIDELITY

- A. Notwithstanding the fact that the Plan is not subject to ERISA, the fee for the review to determine whether the Order is approved will be assessed to the Participant and/or Alternate Payee in accordance with D.O.L. Field Assistance Bulletin 2003-3. *Please note that the fees are subject to change in accordance with the client's services agreement with Fidelity.*

The Order review fees are:

- \$ 300** for the review of Orders generated via Fidelity's QDRO Center website with no modifications;
\$1,200 for the review of Orders not generated via Fidelity's QDRO Center website;
\$1,200 for the review of Orders generated via Fidelity's QDRO Center website but subsequently altered;
\$1,800 for the review of Orders naming two or more plans sponsored by the same Plan sponsor for which Fidelity provides DRO approval services and/or QDRO qualification services.*

**For an Order that references multiple plans, the applicable review fee will be split evenly across all plans named in the Order as appropriate.*

- B. Please be advised of the following information related to the assessment of the Order review/determination fee:
1. The Order may specify the fee allocation between the Participant and the Alternate Payee.
 2. The fee is charged upon the completion of the initial review and determination of approval or disapproval.
 3. If an initial Order is submitted and determined to be disapproved, the Plan will charge 100% of the determination fee to the Participant's account balance. Following the approval of a subsequent amended Order, a fee adjustment will be processed so that the fee will be taken 50% from the Participant's account and 50% from the Alternate Payee's account, unless the approved amended Order states otherwise, and provided there are sufficient funds in both accounts to divide the fee in this manner.
 4. If the initial Order is approved upon first review, and the Order does not specify the fee allocation between the Participant and the Alternate Payee, or if the language in the Order is unclear regarding the allocation of the review fee between the Participant and the Alternate Payee, the Plan will assess the fee 50% from the Participant's account and 50% from the Alternate Payee's account, provided there are sufficient funds in both accounts to divide the fee in this manner.
 5. If, following the approval of an Order, the segregation of the award from the Participant's account and the establishment of an account in the Alternate Payee's name, the Participant's remaining total vested account balance is insufficient to pay the amount of the determination fee assigned to the Participant, the amount of the fee assigned to the Participant will be taken from the Participant's account to the extent possible and the balance of the fee will be assessed to the Alternate Payee's account. Likewise, if the Alternate Payee's total vested account balance is insufficient to pay the amount of the determination fee assigned to the Alternate Payee, the amount of the fee assigned to the Alternate Payee will be taken from the Alternate Payee's account to the extent possible and the balance of the fee will be assessed to the Participant's account.
 6. The fee will be taken from the investment options in the applicable account(s) according to the plan level fee method in effect as of the date the fee is deducted.
 7. The fee adjustment, if applicable, will be a current transaction as of the date of the adjustment.
 8. Determination fees will not be imposed retroactively.
 9. In the event that the Participant's total vested account balance is determined to be less than or equal to **\$2,000.00** as of the date that the Order is received, the parties will be informed in writing that the determination fee may potentially liquidate the account. The Parties will be given **45 days** to withdraw the submitted Order and to request that Fidelity not continue with its review of the Order. Note that all requests to discontinue the review of the submitted Order must be signed by both the Participant and the Alternate Payee and notarized.

5. TIMEFRAME FOR REVIEW

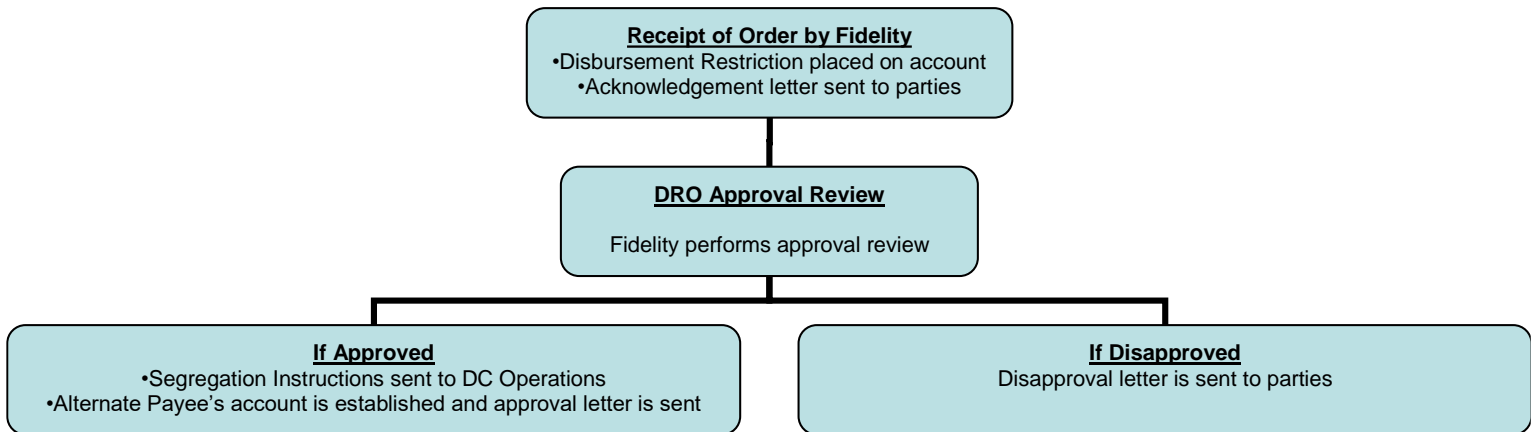
HOW LONG WILL IT TAKE FIDELITY TO REVIEW MY ORDER?

Fidelity will advise the Parties, in writing, within a reasonable period of time as to the Order's approval or disapproval.

Typically, Fidelity determines the approval or disapproval of an Order within ***10 business days*** for Orders generated from the Fidelity QDRO Center website (which have not been altered) and within ***30 business days*** for Orders not generated from the Fidelity QDRO Center website *or* for Orders generated from the Fidelity QDRO Center website but subsequently altered.

After the review and approval of an Order is complete, additional time is required in order to segregate the Alternate Payee's award from the Participant's account(s) into a separate account established in the Alternate Payee's name.

FLOW CHART OF ORDER REVIEW PROCESS



6. DISBURSEMENT RESTRICTIONS

Upon placement of a disbursement restriction and until the disbursement restriction is removed, the Participant (or Alternate Payee, if applicable) will be unable to initiate loans, withdrawals or distributions from his/her Plan account(s). However, if currently eligible, the Participant (or Alternate Payee, if applicable) may continue to direct the investment of future contributions and existing balances.

A. PLACEMENT OF DISBURSEMENT RESTRICTIONS

1. Fidelity **will** place a disbursement restriction on the Participant's Plan account(s) (and/or the Alternate Payee's account(s), if applicable) upon receipt of any of the following:

- **A Court-Executed Order**
- **A Court-Executed Amended Order**
- **An Initial Draft Order**
- **A Joinder***
- **Written direction from the Plan Administrator**
- **A letter of Dispute** (see Section 8, "Disputes")

NOTE: If Fidelity receives one of the above-referenced documents and the document is unclear with respect to the Plan to which it applies, **a disbursement restriction will be placed on each of the Participant's Plan accounts for which Fidelity provides DRO review and approval services and/or QDRO review and qualification services as appropriate.**

B. REMOVAL OF DISBURSEMENT RESTRICTIONS

A disbursement restriction **will remain** on a Participant's Plan account(s) (and/or the Alternate Payee's account(s), if applicable) until **one** of the following occurs:

1. Receipt of a Court Order directing the removal of the restriction on the Plan; or
2. Receipt of a Court Order vacating a previously received Court-Executed Order, the receipt of which caused the disbursement restriction to be originally placed on the Participant's Plan account(s); or
3. The approval of the Order, segregation of the award from the Participant's account(s), and the establishment of an account in the Alternate Payee's name; or
4. The expiration of the **18-month** deadline to provide:
 - a. a Court-Executed amended Order following the non-qualification of a Court-Executed Order or an Initial Draft Order; or
 - b. a Court-Executed Order following the receipt of a Joinder; or
5. Receipt of a notarized document signed by the Alternate Payee, requesting the removal of the restriction from the Participant's Plan account(s) or receipt of a notarized document signed by the Participant, requesting the removal of the restriction from the Alternate Payee's account; or
6. The expiration of the **45-day** deadline to provide a Court-Executed Amended Order as a result of a dispute of a previously approved Order (see Section 8, "Disputes"); or
7. Receipt of a Court document releasing the Joinder on the Plan if the disbursement restriction resulted from a Joinder; or
8. Receipt of written direction from the Plan Administrator.

*Upon receipt of a Joinder that references the Plan, Fidelity will place a disbursement restriction on the Participant's Plan account(s). Fidelity will acknowledge receipt of the Joinder and notify the Parties of the restriction on the account(s) in writing. No later than three business days following receipt of a Joinder, Fidelity will forward the Joinder to the Plan for response. All communications to the court and the Parties regarding the Joinder are the responsibility of the Plan.

7. WRITTEN NOTIFICATIONS

A. ACKNOWLEDGMENT LETTERS

1. Fidelity will acknowledge receipt of all DRO-related documents in writing to the Participant and the Alternate Payee (provided that address information is available).
2. The acknowledgment letter will:
 - notify the Parties of Fidelity's receipt of the submitted document;
 - address any restrictions placed on the Participant's account(s) (and the Alternate Payee's account(s), if applicable);
 - address the timeframe for review; and
 - direct the Parties to the Benefits Service Center or to the Fidelity QDRO Center website to obtain free copies of the DRO Guidelines.
3. A free copy of these DRO Guidelines will be provided to the Parties upon request. Parties may request a copy of the DRO Guidelines by calling the Benefits Service Center at **1-800-343-0860**. In addition, the DRO Guidelines can be obtained through the Fidelity QDRO Center website: <https://qdro.fidelity.com>.

B. APPROVAL OF THE ORDER

1. Upon a determination that an Order is approved, Fidelity will establish an account for the Alternate Payee.
2. Shortly after the determination that an Order is approved, an approval letter will be sent to the Parties. The Alternate Payee's approval letter will contain information about the amount payable to the Alternate Payee. The letter will also contain instructions for contacting the toll-free Benefits Service Center telephone line. The distribution of the Alternate Payee's account **must** be initiated in accordance with the administrative procedures that have been established for the Plan.
3. Once the award is segregated and an account is established in the name of an Alternate Payee who is a spouse or former spouse of the Participant, the Alternate Payee may direct Fidelity to roll over any distribution from the Plan that satisfies the definition of an eligible rollover distribution under Code Section 402(e)(1)(B).

C. DISAPPROVAL OF THE ORDER

1. If an Order does not meet the requirements of these DRO Guidelines, it will be disapproved. The Parties will be notified, in writing, upon a determination that a Court-Executed Order, Initial Draft Order, or Draft Amended Order is disapproved. The disapproval letter will clearly identify and detail the deficiencies in the Order and will provide the necessary information to render the Order approved, pursuant to these DRO Guidelines.
2. Subsequent to the determination that a Court-Executed Order is disapproved, one (1) Draft Amended Order may be provided to Fidelity for review. (See Section 10, "Definition of Terms")
3. Following the review of an Initial Draft Order or a Draft Amended Order, the next document submitted for review **MUST** be a Court-Executed Order. (See Section 10, "Definition of Terms")

8. DISPUTES

Dispute: For purposes of these DRO Guidelines, “dispute” shall mean that *after approval of an Order*, one or more of the Parties are questioning the terms and/or the interpretation of the approved Domestic Relations Order or the amount awarded to the Alternate Payee pursuant to the approved Domestic Relations Order.

- A. Parties disputing a domestic relations Order *approved by a party other than Fidelity* should contact the Plan Administrator. (See Section 9.A.1, “Contact Information”)
- B. Parties disputing a domestic relations Order *approved by Fidelity* should follow the procedures outlined below.

NOTE: The procedures below may not apply if either the Alternate Payee or the Participant has taken a distribution and Fidelity has complied with both the Order and these DRO Guidelines, or if an Order has not yet been approved. In such cases, the disputing party may need to seek relief outside the Plan.

1. The party disputing the award **MUST** notify Fidelity of the dispute in writing. The written letter of dispute should be sent to Fidelity at the address in Section 9.A.2.b, “Contact Information.”
2. Upon receipt of a written letter of dispute, Fidelity will acknowledge receipt of the dispute in writing and will place **temporary disbursement restrictions** on both the Participant’s and the Alternate Payee’s accounts.
3. Fidelity will investigate the dispute and will send the Parties a written notice of the dispute determination with respect to whether Fidelity complied with the terms of the Order.
4. If Fidelity has not complied with the terms of the Order, the necessary corrective action will be taken.
5. If Fidelity has complied with the terms of the Order, the Parties will have **45 days** from the date of the dispute determination notice to submit either a) a Court-Executed Amended Order that supersedes the disputed Order (or assigns an additional award to the Alternate Payee), or b) a court document demonstrating that the Parties intend to go to court with this matter. If a Court-Executed Amended Order or other appropriate court documentation is **not** received within **45 days**, the disbursement restrictions on the Participant’s and the Alternate Payee’s accounts will be removed and the terms of the original approved Order will be honored. Alternatively, if a Court-Executed Amended Order or other appropriate court documentation **is** received within **45 days**, the disbursement restrictions on the Participant’s and the Alternate Payee’s accounts will remain until one of the conditions in Section 6.B, “Removal of Disbursement Restrictions” has been met.

The Court-Executed Amended Order must clearly indicate whether it is assigning an *additional* benefit or is intended to *supersede* the previously approved Order. Accordingly, the Court-Executed Amended Order must do the following:

- Provide the name of the Plan to which it (and the previously approved Order) applies;
- Correctly identify the previously approved Order (by document name/title and date) to which the Court-Executed Amended Order applies;
- Clearly state whether the Court-Executed Amended Order is *assigning an additional benefit* or is intended to *supersede the previously approved Order*.

9. CONTACT INFORMATION

Plan Administrator: Retirement Plan Administrative Committee for the University of Delaware

Plan Sponsor: University of Delaware

Recordkeeper and QDRO Service Provider: Fidelity Workplace Services, LLC

A. MAILING ADDRESSES

1. Plan Administrator Mailing Address:

Requests for Plan Documents and Letters of Dispute pertaining to Orders previously approved by a party *other than Fidelity* should be sent to:

**University of Delaware
Office of Human Resources
413 Academy Street
Newark, DE 19716**

2. Fidelity Mailing Addresses:

- a. Subpoenas, Restraining Orders, written notification of address and/or name changes, and other *non-DRO related correspondence* should be sent to the following address:

**Fidelity Workplace Services, LLC
P.O. Box 770002
Cincinnati, OH 45277-0090
ATTN: University of Delaware- Operations**

- b. The following documents *associated with the approval of Orders* should be sent to the address below:

- Court-Executed Orders (Order, Judgment, Decree, Property Settlement Agreement) (see Section 3.A, “Orders Accepted for Review” and Section 10, “Definition of Terms”)
- Draft Amended Orders (see Section 3.A, “Orders Accepted for Review” and Section 10, “Definition of Terms”)
- Joinders (see Section 6, “Disbursement Restrictions”)
- Letters of Dispute (see Section 8, “Disputes”)

**Fidelity Workplace Services, LLC
QDRO Administration Group
P.O. Box 770002
Cincinnati, OH 45277-0090
ATTN: University of Delaware**

B. TELEPHONE NUMBER

Benefits Service Center Telephone Number: 1-800-343-0860

C. FACSIMILE NUMBER

Parties may submit DRO-related documents listed in A.2.b above and written DRO-related inquiries via facsimile. Fidelity’s QDRO Administration Group’s Facsimile Number: **1-877-665-4284**

D. FIDELITY’S QDRO CENTER WEBSITE

Basic information about DROs and copies of the DRO Guidelines may be obtained through the Fidelity QDRO Center website: <https://qdro.fidelity.com>.

10. DEFINITION OF TERMS

A. TYPES OF ORDERS

- ❖ **Court-Executed Order**: An Order, Judgment, Decree or Property Settlement Agreement executed by a United States court of competent jurisdiction relating to the provision of child support, alimony payments, or marital property rights made pursuant to a state domestic relations law and filed with the appropriate court clerk's office.
- ❖ **Initial Draft Order**: An Order, Decree or Property Settlement Agreement relating to the provision of child support, alimony payments, or marital property rights that has not been executed by the court and is the first Order received by Fidelity in connection with the domestic relations proceeding.
- ❖ **Draft Amended Order**: An Order, Decree or Property Settlement Agreement relating to the provision of child support, alimony payments, or marital property rights that has not been executed by the court and is submitted to Fidelity after a Court-Executed Order has been determined to be disapproved by Fidelity.
- ❖ **Combination Order**: An Order naming two or more DB and/or DC Plans sponsored by the same Plan sponsor for which Fidelity provides QDRO qualification services. If the Order does reference more than one employee benefit plan, then each individual plan must qualify under the QDRO Guidelines before the Order can be considered qualified.
- ❖ **Order**: A Court-Executed Order, Initial Draft Order, Draft Amended Order, or Combination Order (as defined above).
- ❖ **Court Certified Order or True Copy**: A Court-Executed Order containing either a) a court clerk's stamp or seal indicating the Order is a certified copy or a true copy and the signature of the judge (or other court official), or b) a court clerk's file-stamp and the signature of the judge (or other court official).

B. OTHER TERMS

- ❖ **Addendum**: An information sheet generated as an attachment to an Order created via Fidelity's QDRO Center website (<https://qdro.fidelity.com>). The Addendum contains the same information as the DRO Information Sheets found in Section 11, "Forms" of these DRO Guidelines.
- ❖ **Alternate Payee**: A spouse, former spouse, child or other dependent of a Participant who is recognized by an approved Domestic Relations Order as having a right to be paid all, or a portion of, the Participant's plan account/benefit.
- ❖ **Joinder**: A state court issued legal document that results in the uniting of parties or claims in a single lawsuit.
- ❖ **Participant**: A member of an employer-sponsored retirement plan.
- ❖ **Parties**: The Participant and the Alternate Payee.
- ❖ **Valuation Date**: The date as of which the Participant's account is valued for purposes of calculating the Alternate Payee's award. Fidelity will use the ending balance at the close of that day if it is a day the New York Stock Exchange is open or, if not, will use the ending balance at the close of the previous business day.

11. FORMS

DRO INFORMATION SHEETS

PLEASE COMPLETE THESE FORMS AND FORWARD WITH YOUR ORDER TO:
Fidelity Workplace Services, LLC
QDRO Administration Group
P.O. BOX 770002
Cincinnati, OH 45277-0090
ATTN: University of Delaware

PARTICIPANT INFORMATION

SOCIAL SECURITY NUMBER

STREET ADDRESS

FIRST NAME

STREET ADDRESS CONTINUED

MIDDLE NAME

CITY

LAST NAME

STATE

DATE OF BIRTH (MM/DD/YYYY)

ZIP CODE

PHONE NUMBER

EMAIL ADDRESS

PARTICIPANT ATTORNEY INFORMATION (if applicable)

FIRM NAME

FIRST NAME

STREET ADDRESS

LAST NAME

STREET ADDRESS CONTINUED

SUFFIX

CITY

PHONE NUMBER

STATE

FAX NUMBER

ZIP CODE

EMAIL ADDRESS

12. MODEL ORDER

CAUTION

A domestic relations order is an Order signed by a Judge relating to the provision of child support, alimony payments, or marital property rights made pursuant to a state domestic relations law.

The disposition of plan benefits in domestic relations proceedings involves complex marital rights, legal and tax issues. The following is a Model Order that demonstrates one method of dividing plan benefits. Other methods are available and this Model Order may be inappropriate for your particular circumstances.

The following Order is a SAMPLE and is provided as a courtesy only. Neither University of Delaware nor any of its subsidiaries, agents, employees or consultants, nor Fidelity, are authorized to give financial, tax or legal advice; and they make no representation as to the Model Order's sufficiency under applicable federal or state law or as to its legal consequences. You should not use this Model Order without consulting your financial, tax and/or legal advisors.

Inclusion of Personal Data

Please be advised that some state courts prohibit the inclusion of certain personal information in court documents that will become public record. **The Parties may provide dates of birth and social security numbers under separate cover in the event that this information is not included in the Order.** Failure to include this information will not cause the Order to be disapproved; however, it will delay the processing of the distribution to the Alternate Payee.

NOTE: *Parties may use the DRO Information Sheets to supply this information to Fidelity.*

Same-Gender Marriages

For purposes of the Plan, a participant is considered to be married if the Participant is married to a person who is considered to be the Participant's spouse for federal income tax purposes.

Child Support Orders

Please see Section 2.B.1 of these DRO Guidelines for additional information that would be required in an Order related to child support.

12. MODEL ORDER

Court of _____ County of _____ State of _____

Petitioner. _____)
and _____)

CASE NO. _____

Respondent. _____)
_____)
_____)

STIPULATED DOMESTIC
RELATIONS ORDER

WHEREAS this Court has jurisdiction over Petitioner and Respondent and the subject matter of this Order pursuant to *(insert appropriate citation of State domestic relations law and statute(s) relating to the provision of child support, alimony payments, or marital property rights)* _____

_____ ; and

WHEREAS Petitioner, Respondent and the Court intend that this Order shall be an approved Domestic Relations Order (hereinafter referred to as a "DRO"); and,

WHEREAS the parties and the Court intend that this Order shall comply with the requirements of Section 414(p) of the Internal Revenue Code of 1986, as amended; and

WHEREAS Petitioner and Respondent have stipulated that the Court enter this Order.

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE COURT as follows:

1. As used in this Order, the following terms shall apply:

- (a) **Participant** shall mean _____ (First / M.I. / Last)
whose current address is _____ (Street Address/Apt #)
_____ (City, State Zip Code)

Please submit the Participant's Date of Birth and Social Security Number using the attached DRO Information Sheets.

- (b) **Alternate Payee** shall mean _____ (First / M.I. / Last)
whose current address is _____ (Street Address/Apt #)
_____ (City, State Zip Code)

Please submit the Alternate Payee's Date of Birth and Social Security Number using the attached DRO Information Sheets.

- (c) **Plan** shall mean **University of Delaware 403(b) Retirement Savings Plan.**
- (d) **Plan Administrator** shall mean **Retirement Plan Administrative Committee for the University of Delaware.**
- (e) **Valuation Date** shall mean _____ (MM/DD/YYYY).
(see Section 2.C of these DRO Guidelines)
- (f) This Order is to be reviewed **only** as it relates to the Fidelity vendor relationship.

2. The Alternate Payee is the (*check one*): Spouse Former Spouse Dependent of the Participant.

3. This Order relates to (*check one*): marital property rights. alimony payments. child support.

4. With respect to marital property, alimony or spousal support awards, the Participant and Alternate Payee are/were considered married for federal income tax purposes.

12. MODEL ORDER

5. The Participant and Alternate Payee were married on _____ (MM/DD/YYYY)
and were legally separated/divorced on _____ (MM/DD/YYYY).
6. The Alternate Payee's interest in the Plan shall be (*check and complete one*):
- _____ (*insert percentage*) % of the Participant's total vested account balance in the Plan as of the Valuation Date stated in Paragraph 1(e) above.
 - \$ _____ (*insert dollar amount*) of the Participant's total vested account balance in the Plan as of the Valuation Date stated in Paragraph 1(e) above.
 - _____ (*insert percentage*) % of the Participant's total vested account balance in the Plan accrued between _____ (*insert date*) and _____ (*insert date*).
7. The distribution of the Alternate Payee's award shall be made pursuant to the administrative procedures established for the Plan, following approval of the Order. The Alternate Payee will have the right to select from among the benefit forms available to Alternate Payees under the terms of the Plan at the time that he/she becomes eligible and elects to receive a distribution. The Alternate Payee shall initiate the distribution in accordance with the terms of the Plan and the administrative procedures that have been established by the Plan Administrator. The amount distributed to the Alternate Payee will be the value of the Alternate Payee's account on the date the distribution is processed.
8. The Alternate Payee's award will be transferred proportionally from all contribution sources and from all standard plan investment options in which the Participant's account is invested.
9. In the event of the Alternate Payee's death after the approval of this Order, either prior to or subsequent to the segregation of assets for the Alternate Payee, the Alternate Payee's award will be distributed in accordance with the terms of the Plan. To the extent allowed by the Plan, all beneficiary designations will be made after the approval of the Order and segregation of the award into a separate account for the Alternate Payee pursuant to the administrative procedures established for the Plan.
10. The Alternate Payee's award (*check one*): **IS** **IS NOT** subject to earnings (dividends, interest, gains and losses) from the Valuation Date to the date that the award is segregated from the Participant's Plan account.
11. In the event that there is an outstanding loan balance as of the Valuation Date, the outstanding loan balance (*check one*): **WILL** **WILL NOT** be included for purposes of calculating the account balance to be divided.
12. Neither Party shall accept any benefits from the Plan which are the property of the other Party. In the event that the Plan Administrator inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall forthwith return such benefits to the Plan. In the event that the Plan Administrator inadvertently pays to the Alternate Payee any benefits that are not assigned to the Alternate Payee pursuant to the terms of this Order, the Alternate Payee shall forthwith return such benefits to the Plan.
13. The Court shall retain jurisdiction with respect to this Order to the extent required to maintain the original intent of the Parties as stipulated herein.
14. An Alternate Payee who is the spouse or former spouse of the Participant will be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal and/or state income taxes on such distribution. If the Alternate Payee is a child or other dependent of the Participant, the Participant will be responsible for any federal and/or state income taxes on such distribution.
15. In the case of a conflict between the terms of this Order and the terms of the Plan, the terms of the Plan shall prevail.

12. MODEL ORDER

16. Electronic Communication (*check one*):

- The Parties consent to receive electronic communications concerning the status of the Order. Each Party must individually submit their own email address under separate cover. To accept electronic communications, each Party will be required to create a username and password to access the Voltage Secure Message Center. A link to the Voltage Secure Message Center will be provided via email. Once logged into the Voltage Secure Message Center, the Parties will be able to view correspondence sent by the Fidelity QDRO Administration Group. The Parties may request paper versions of correspondence. The Parties may withdraw their consent to receive electronic communications at any time by notifying the QDRO Administration Group in writing via fax or regular mail using the contact information provided in the Plan's DRO Approval Guidelines and Procedures.
- The Parties **DO NOT** consent to receive electronic correspondence. Correspondence concerning the status of the Order will be sent according to the Plan's normal administrative procedures.

17. Order Review Fees (*check one*):

- The Participant is responsible for the one-time determination fee for review of the Domestic Relations Order. The fee will be deducted from the Participant's account following the first review of the Order. The fee will be taken from the investment options in the applicable account(s) according to the plan level fee method in effect as of the date the fee is deducted.
- The Alternate Payee is responsible for the one-time determination fee for review of the Domestic Relations Order. The fee will be deducted from the Alternate Payee's account after qualification of the Order and segregation of the Alternate Payee's award to a separate account in the Alternate Payee's name. The fee will be taken from the investment options in the applicable account(s) according to the plan level fee method in effect as of the date the fee is deducted.

If the Order is determined to be disapproved following the first review, the determination fee will be allocated from the Participant's account. The Participant will be reimbursed, if applicable, from the Alternate Payee's account, following qualification of a subsequent amended Order. Such fee adjustment, if applicable, will be a current transaction as of the date of the adjustment.

- The one-time determination fee for review of the Domestic Relations Order will be allocated 50% from the Participant's account and 50% from the Alternate Payee's account. The fee will be taken from the investment options in the applicable account(s) according to the plan level fee method in effect as of the date the fee is deducted.

If the Order is determined to be disapproved following the first review, the determination fee will be allocated from the Participant's account. The Participant will be reimbursed, if applicable, from the Alternate Payee's account, following qualification of a subsequent amended Order. Such fee adjustment, if applicable, will be a current transaction as of the date of the adjustment.

Dated: _____

Judge of the Court Signature

Participant Signature (if applicable)

Alternate Payee Signature (if applicable)

Attorney for Petitioner (if applicable):

Attorney for Respondent (if applicable):

_____ (Name)

_____ (Name)

_____ (Address)

_____ (Address)

_____ (Telephone)

_____ (Telephone)