

The Participant *[has/has not]* begun receiving benefit payments from the NPF *[effective_____]*.

Section 3. Alternate Payee

The Alternate Payee is a spouse, former spouse, child or other dependent of the Participant who is recognized by this Order as having a right to receive all, or a portion of the benefits payable under the NPF with respect to the Participant.

Alternate Payee's Name: _____

Last Known Mailing Address: _____

Social Security Number: _____

Date of Birth: _____

Alternate Payee's Counsel (if any): _____

Counsel's Address: _____

The Alternate Payee is the Participant's [insert nature of relationship (spouse/former spouse/child/dependent)].

Section 4. Amount of Benefit

The Alternate Payee is assigned and the NPF is directed to pay the lesser of *[\$_____from or_____% of (choose one)]* the Participant's monthly benefit or the Participant's total monthly benefit.

Section 5. Form of Benefit

The Alternate Payee will receive his/her benefit as a share of the Participant's benefit.

Section 6. Benefit Commencement

The Alternate Payee may elect to commence receiving his/her benefits at any time after the Participant retires and begins to receive benefits provided by the NPF.

Section 7. Benefit End

The Alternate Payee's benefit under Section 4 will be paid until the earlier of the Participant's or the Alternate Payee's death, but shall not be payable during any period that benefits with respect to the Participant are suspended under the terms of the Plan Document.

Section 8. Participant's Death

If the Participant predeceases the Alternate Payee prior to either party commencing his/her benefits, the Alternate Payee will be treated as the Participant's surviving spouse for purposes of the pre-retirement survivor annuity benefit available pursuant to the Plan Document. The Alternate Payee is awarded that part of the preretirement survivor annuity accrued from the date of marriage until the date of [separation/divorce (choose one)].

Or

The Alternate Payee will not be treated as the surviving spouse for purposes of the pre-retirement survivor annuity benefit available pursuant to the Plan Document.

Section 9. Alternate Payee's Death

If the Alternate Payee predeceases the Participant, the Alternate Payee's benefit will revert to the Participant and the Participant will receive the full monthly benefit awarded at his/her retirement.

Section 10. Compliance with Applicable Laws

Nothing in this Order requires the NPF to:

- a. pay any benefits not permitted under ERISA or the Code;
- b. provide any type or form of benefit or option not provided under the Plan Document;
- c. pay total benefits with a value in excess of the value of benefits the Participant would otherwise receive;
- d. pay benefits to the Alternate Payee that are required to be paid to another alternate payee under another QDRO in effect prior to this Order.

Section 11. NPF's Discharge of Liability

The Participant and Alternate Payee consent to the division of benefits set forth herein and agree to waive any claim against the Trustees and/or the Plan Administrator relating to payment of benefits, so long as payment is made in compliance with the terms of this Order and applicable law. The NPF and its sponsors, employees, agents and fiduciaries shall be discharged

from liability to the extent of any payments made pursuant to this Order, as provided in Section 206 of ERISA.

The approval of this Order by the NPF indicates only that the NPF has determined that the Order satisfies the requirements of a QDRO, does not violate the terms of the NPF, and is capable of administration under a reasonable construction. It is not to be taken as a determination by the NPF that the Order makes a legal, proper, fair or equitable division of property. NPF officials, Trustees and the NPF assume no responsibility to the parties for supervising the correctness or fairness of that division.

Section 12. Reservation of Jurisdiction

This Court reserves jurisdiction to amend, establish, or maintain the status of this Order as a QDRO, as provided under ERISA or the Code.

Section 13. The Parties' Cooperation

The Participant and Alternate Payee authorize the release of any information required from the NPF to facilitate implementation of this Order. The Participant and Alternate Payee also agree to complete all necessary forms and to provide all necessary information, including employment data and filing of a vesting application.

Section 14. NPF Rules

The terms of the Plan Document shall prevail in the event of any conflict between this Order and the Plan Document.

Attorney for Participant

Attorney for Alternate Payee

Judge