

CITY OF SAN JOSE DEFERRED COMPENSATION PLAN

Joinder of the Plan in Marital Dissolution Matters and Requirements for Conforming Domestic Relations Orders

This document provides information about the Deferred Compensation Plan (“the Plan”) and helps the parties in a dissolution matter understand certain requirements related to their community property interest in the Plan. If the parties are represented by legal counsel, this information should be forwarded to the respective attorneys.

Joinder of the Deferred Compensation Plan

California Family Code Section 2060 provides that an order or judgment in a domestic relations proceeding is not enforceable as to an employee benefit plan such as the City of San Jose Deferred Compensation Plan unless the plan has been joined in proceeding. You should seek assistance from your local family court’s self-help center or a lawyer if you need assistance in identifying the forms you must file for “joinder” of this employee benefits plan. Family Court forms can be obtained online at:

<http://www.courts.ca.gov/forms.htm>.

Court-endorsed copies of joinder pleadings, along with a blank “Notice of Appearance and Response” form should be addressed to:

Office of the City Attorney
200 East Santa Clara Street, 16th Floor Tower
San Jose, CA 95113

Special Requirements for your Conforming Domestic Relations Order

The Deferred Compensation Plan is established and maintained pursuant to Internal Revenue Code Section 457. It is an eligible deferred compensation plan that is *not* covered by the Employee Retirement Income Security Act (“ERISA”) or by the Retirement Equity Act (“REA”) of 1984. The Plan will object to any order which purports to be a Qualified Domestic Relations Order or “QDRO” under the REA or which requests the Court to qualify the Order under federal law. Please note that the attached information includes references to “QDROs” and such references mean *tax-qualified* Domestic Relations Orders and not ERISA qualified Domestic Relations Orders.

The provisions of the Plan are set out in Chapter 3.48 of the San Jose Municipal Code. Section 3.48.181 describes conforming Domestic Relations Orders (“DROs”) that are acceptable to the Plan. The provisions of the Municipal Code can be obtained from the City Clerk’s Office at City Hall, 200 E. Santa Clara Street, San Jose, CA 95113, or online at <http://www.sanjoseca.gov/cityclerk>.

Sample Conforming Domestic Relations Order

A Conforming Domestic Relations Order – General Information Packet which includes sample language is included below for your convenience. *Parties are strongly urged to use that sample when preparing a DRO.*

The included sample addresses establishing a separate account for the Nonparticipant Spouse and the rights the Nonparticipant Spouse would have with respect to the separate account.

Sometimes parties prefer not to include Social Security Numbers in the Order, and the Plan can accommodate that omission so long as the information has been provided to the Plan in other documents. Please see page 2 of General Information Packet.

Important notice about annuities: If the Participant has separated from City service and has elected to take a distribution in the form of annuity, the distribution is subject to the terms of the annuity contract. Under those circumstances, the Plan cannot establish a separate account for the Nonparticipant; the parties must make arrangements between them for the division of the benefits.

Review of Your Proposed DRO by VOYA

Before you file a DRO with the court, you should request review of your proposed DRO by VOYA. This will allow VOYA to determine in advance whether the Plan will be able to comply and, if necessary, to recommend any adjustments to the DRO. This will also help you avoid unnecessary court proceedings, because the Plan must object to any DRO filed with the court that does not conform to Plan requirements.

Please send your *DRAFT* order to the address below. VOYA will notify you if the proposed DRO conforms to Plan requirements. VOYA will not act on the DRO until it is finalized by the court and we have received an endorsed-filed copy of your Judgment of Dissolution or Legal Separation.

Once the court has entered your Plan-approved DRO, please send a court-endorsed copy of the DRO and a court-endorsed copy of your Judgment of Dissolution or Legal Separation to VOYA at the address below:

Mail:

VOYA
Attention: Complex Transactions Unit
P.O. Box 990063
Hartford, CT 06199-0063

CITY OF SAN JOSE DEFERRED COMPENSATION PLAN

Domestic Relations Proceeding Notice

This document provides information about the City of San Jose's Deferred Compensation Plan that may assist parties to a dissolution of marriage or legal separation proceeding in resolving issues related to the community property interest in the Plan.

Your former spouse may have a community property interest in any contributions made to your Deferred Compensation account during the time of your marriage, as a result the Plan cannot make any distributions on the account until the Plan receives direction from a court or express written authorization from your former spouse.

In light of the above, the Plan has advised Voya to place an administrative hold on your account until the parties' interests in the Plan are resolved. While the hold is in place, you can continue to make contributions into your deferred compensation account, but the Plan will not make any distributions, including purchase of service credit and loans, out of your account without authorization from a court or your former spouse.

The Deferred Compensation Plan is established and maintained pursuant to Internal Revenue Code Section 457. It is an eligible deferred compensation plan and, therefore, is not covered by the Employee Retirement Income Security Act ("ERISA") or by the Retirement Equity Act of 1984. The Plan will object to any order which purports to be a Qualified Domestic Relations Order under the REA or which requests the Court to qualify the Order under federal law.

The provisions of the Plan are set out in Chapter 3.48 of the San Jose Municipal Code. Section 3.48.181 describes Conforming Domestic Relations Orders that are acceptable to the Plan. The provisions of the Municipal Code can be obtained from the City Clerk's Office at City Hall, 200 E. Santa Clara Street, San Jose, CA 95113, or online at <http://www.sanjoseca.gov/cityclerk>.

Enclosed for your convenience is a Conforming Domestic Relations Order – General Information Packet which includes sample language. Interested parties and their representation should use this sample when preparing the Order in this matter. Be advised that failure to use the Plan's sample DROs will likely result in significant delay in review and approval of your proposed DRO.

The included sample addresses establishing a separate account for the Nonparticipant Spouse and the rights the Nonparticipant Spouse would have with respect to the separate account.

Sometimes the parties prefer not to include Social Security Numbers in the Order, and the Plan can accommodate that omission so long as the information has been provided to the Plan in other documents. Please see page 2 of General Information Packet.

Important notice about annuities: If the participant has separated from City service and has elected to take a distribution in the form of annuity, the distribution is subject to the terms of the annuity contract. Under those circumstances, the Plan can not establish a separate account for the Nonparticipant; the parties must make arrangements between them for the division of the benefits.

Once the parties have a proposed order regarding the Deferred Compensation Plan, Voya should review the proposed order before it is filed with the Court to determine in advance whether the Plan will be able to comply and, if necessary, request any adjustments.

If you have any questions or require additional information please call Voya's local office at (408) 881-0110.



Voya Retirement Insurance and Annuity Company
PO Box 990063
Hartford, CT 06199-0063

City of San Jose Deferred Compensation Plan Qualified Domestic Relations Order - General Information

The Internal Revenue Code (the "Code") and the San Jose Deferred Compensation Plan (the "Plan") provide for specific provisions which must be met by a court order in order for a plan participant's account to be segregated on behalf of an alternate payee pursuant to an action under a state domestic relation law (including a community property law). Accordingly, Voya has generated the enclosed documents to assist you in preparing an Order that would meet the requirements of the Code and the Plan.

An original or a court-certified copy of the original Order must be submitted by mail to Voya at PO Box 990063, Hartford, CT 06199-0063. If the order meets the approval requirements, it will be deemed a qualified domestic relations order and given effect. If the order fails to meet the approval requirements it will be rejected and not given effect.

Voya cannot provide participant account information to interested parties without one of the following: the Participant's written authorization notarized by a Notary Public, an executed Court order or subpoena.

If you have any questions, we can be reached at the number shown below, Monday through Friday, 8:00 a.m. - 9:00 p.m., E.T. Thank you for investing with Voya.

Customer Service
(800) 584-6001

Insurance products and/or third party administration services are offered by Voya Retirement Insurance and Annuity Company. Securities offered through Voya Financial Partners, LLC (member SIPC) or other broker dealers with which it has a selling agreement.

Order #161823 09/01/2014

QUALIFIED DOMESTIC RELATIONS ORDER (QDRO) PROCESSING PROCEDURES

Definition of a Domestic Relations Order

A Domestic Relations Order (“DRO” or “Order”) is a court order, judgment, or decree issued under California Family Code law that recognizes the right of a spouse, former spouse, domestic partner, former domestic partner, child, or other dependent of a Participant in an employee benefit plan to receive all or part of the Participant’s benefit in the plan.

A Qualified Domestic Relations Order (“QDRO”), in accordance with Section 414(p) of the Internal Revenue Code, is a DRO that has met the specific requirements mandated by federal law and the provisions of the Plan as determined by the Plan Administrator or its designee. A QDRO requires a qualified plan to pay all or any part of a Participant’s benefits to an Alternate Payee. An Alternate Payee is a spouse, former spouse, domestic partner, former domestic partner , child, or other dependent of the Participant who is entitled to a portion of the Participant’s benefits.

Requirements for QDRO

For a domestic relations order to meet Voya’s good order processing standards and for the DRO to be qualified and considered a QDRO, the order must comply with the following requirements. In addition, certain state rules may be imposed on domestic relations orders by statute.

California Family Code Section 2060 provides that an order or judgment in a domestic relations proceeding is not enforceable as to an employee benefit plan such as the City of San Jose Deferred Compensation Plan unless the plan has been joined in proceeding. We suggest that you seek assistance from your local family court’s self-help center or a lawyer if you need assistance in identifying the forms you must file for “joinder” of this employee benefits plan. A “joinder” will need to be completed prior to Voya approving a DRO.

1. The order must be an original or a court-certified copy of the original, signed by the judge or clerk of the court. A fax or a photocopy **cannot** be accepted as they are not in compliance with Voya’s good order standards.
2. The order must create or recognize the existence of an alternate payee’s right to, or assign to an alternate payee the right, to receive all or a portion of the benefits payable with respect to a participant under the plan.
3. The order must constitute a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments or marital property rights to a spouse, former spouse, domestic partner or former domestic partner of a participant, and is made pursuant to a state domestic relations law (including a community property law).
4. The order must clearly and unambiguously name each plan to which the order applies.
5. The order must clearly specify the name and last known mailing address of the participant and each alternate payee covered by the order. (If the alternate payee is a minor or is legally incompetent, the order must include the name and address of the alternate payee’s legal representative.)

The order should identify the social security number (or tax identification number) and date of birth of the participant and each alternate payee covered by the order. If State or local law prevent the inclusion of such information in the court order, this date must be provided to Voya, in writing, certified by the party that drafts the court order, in order for good order processing standards to be met.

6. The order must be specific with respect to the dollar amount or percentage of the participant’s benefits to be paid by the plan to each alternate payee or the manner in which the amount or percentage is to be determined. The calculation of this amount must be very clear and not subject to interpretation. If the amount ordered to be paid to the alternate payee’s account is at all ambiguous, then the order cannot be accepted.
7. The order must specify the **exact date** when the account should be valued which should be a day the New York Stock Exchange (NYSE) is open. If the date provided is a date when the NYSE was not open, Voya will process the request, if received in good order, as of the preceding business date the NYSE is open.

8. The order must provide that the calculation of the amount of the participant's benefit to which the alternate payee is entitled be readily calculable and according to records currently available to Voya. Pursuant to this requirement, Voya will not accept any order that requires calculations prior to the time Voya began providing services to the plan, unless the actual financial records necessary to make such calculation on a non-discretionary basis are provided to Voya.
9. If earnings prior to the effective date are also to be segregated on behalf of the alternate payee, the attorney representing the participant must provide the actual financial records necessary to make such calculation on a non-discretionary basis, if such records are not available to Voya.
10. If the order specifies a dollar amount to be paid to the alternate payee, such amount may not exceed the participant's vested balance in the plan.

Amounts payable to an alternate payee shall be **distributed proportionately** from the participant's account with Voya. Account values fluctuate with market conditions, if the dollar amount specified is above the current balance, the request may be rejected. When establishing the alternate payee's account, Voya shall first redeem amounts pro rata from all investment options other than non-core investment options (e.g., life insurance, self directed brokerage account, certificate of deposit, etc.), if applicable, held in the participant's account, and shall redeem amounts from non-core investment options, if applicable, only if necessary to obtain the amount consistent with this Order.

11. A plan may specify a date as of which QDROs are allowed under the plan (such as orders dated after a specified date, e.g., January 2, 2002). Court orders which pre-date the allowance of QDROs under the plan may not be accepted.
12. The order must not require the plan to provide any type or form of benefit or any option not otherwise provided under the plan.
13. The order must not require the plan to provide increased benefits (determined on the basis of actuarial value).
14. The order must not require any payment of benefits to an alternate payee that are required to be paid to another alternate payee under another order previously determined to be a QDRO.
15. The order must not provide for tax treatment of the account other than as required under federal law and regulations.

If the order meets all of the approval requirements listed above, it will be given effect and Voya will send notification of approval to the involved parties and their counsel.

If the order fails to meet one or more of the approval requirements listed above, it will be rejected. A letter notifying the involved parties of the rejection will be mailed, together with an explanation.

Payments to the Alternate Payee

The alternate payee may receive an immediate or deferred payment in accordance with the distribution options provided under the plan.

The alternate payee must complete and submit applicable disbursement paperwork for any distributions. Such paperwork is available by contacting a Voya customer service associate at (800) 584-6001.

Administrative Hold on Participant's Account

When Voya receives a signed domestic relations order (DRO), or is notified that a legal action is pending in which a DRO will be sought, Voya will place an administrative hold on the participant's affected Plan account(s) pending the determination of the qualified status of the DRO. During this period, the participant will be restricted from taking a distribution or loan until the QDRO has been processed.

Processing Procedures

Upon receipt of any Order applicable to the plan, Voya shall take the following steps:

1. Voya shall promptly notify the participant, each alternate payee and/or their designated representatives, in writing, of the receipt of such Order and the Plan's procedures for determining the qualified status of the DRO. Voya may combine this notice with the determination of qualification outlined in step 2 below if the review is completed within five business days of receipt of the Order.
2. Within a reasonable period of time after receipt of such Order, Voya shall determine whether the DRO complies with the requirements outlined above and notify the participant, each alternate payee(s) and/or their designated representatives of such determination.
 - (a) If it is determined that the Order is a QDRO, the amount which the alternate payee(s) is entitled shall be transferred to a separate account for the alternate payee(s) until distribution is made to the alternate payee pursuant to the terms of the Plan. The investment allocation of the alternate payee's account will be the same as the investment allocation of the participant's account at the time of the transfer. After the alternate payee's account is established, the alternate payee can change the investment allocation to any of the investment options available under the Plan.
 - (b) If the order fails to meet the requirements and is determined **not** to be a QDRO, Voya will send a notice of the determination to the involved parties. The parties will have the opportunity to correct and resubmit the Order.

If it is subsequently determined that an Order is a QDRO, the QDRO shall be processed as of the date that good order is attained.

3. If within an 18-month period the Order has not satisfied the requirements for a QDRO, Voya shall notify the interested parties in writing that the DRO file has been closed and that a new order must be prepared.
4. If action is taken in accordance with the determination that the order is a QDRO, the Plan's obligation to the participant and the alternate payee shall be discharged to the extent of any payment made pursuant to the QDRO.

Alternate Payee Status

The alternate payee shall be treated as an account holder under the plan, with all the rights accorded to an alternate payee under the terms thereof and as otherwise provided by law.

Service

Orders should be forwarded to the following address:

Voya
Attention: Complex Transactions Unit
P.O. Box 990063
Hartford, CT 06199-0063

MODEL QDRO LANGUAGE
City of San Jose Deferred Compensation Plan

The division of retirement benefits involves many complex tax and legal issues. It is strongly recommended that individuals seek the advice of legal counsel or other qualified experts before the division of retirement plan benefits upon divorce.

This model language is available to assist in the drafting of a QDRO and is for informational purposes only and is not intended as legal advice. The model language is designed solely as a guide and may be modified as necessary. It should not be relied upon to satisfy the laws of any particular state. It is strongly recommended that the drafter thoroughly familiarize themselves with the applicable law and the model language before deciding whether to utilize the model language.

The plan document dictates how administrative matters are handled under the plan. It is therefore extremely important to confirm with the Plan Administrator what additional steps under the plan document are required to ensure the outcome contemplated in the divorce settlement.

SUPERIOR COURT, STATE OF CALIFORNIA
COUNTY OF _____
QUALIFIED DOMESTIC RELATIONS ORDER

WHEREAS, the parties were married to each other on **[insert marriage date]** and were separated on **[insert separation date]**; and

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

WHEREAS, the marriage of Participant and Non-employee was terminated by Final Judgment of Dissolution entered on _____, 20____, in the Superior Court of _____ County, Case No. _____; and

WHEREAS, the parties and the Court intend that this Order shall be a Qualified Domestic Relations Order (QDRO) as defined in Section 206(d) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), if applicable to the Plan, and Section 414(p) of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, this QDRO is granted in accordance with California Family Code, which relate to marital property rights, child support, and/or spousal support between spouses and former spouses in matrimonial actions; and

WHEREAS, the parties have stipulated that the court shall enter this Order;

NOW IT IS ORDERED AND ADJUDGED AS FOLLOWS:

1. Definitions.

For the purposes of this Order, each term below has the meaning stated by this part.

“Order” means this document when properly entered as an Order of a court having jurisdiction over both the Participant and the Alternate Payee shall be a Qualified Domestic Relations Order (QDRO) as defined under Section 414(p) of the Internal Revenue Code.

“Plan” means City of San Jose Deferred Compensation Plan.

Any successor to this Plan shall also be subject to the terms of the Order.

“Plan Administrator” means the Administrator as defined in the Plan.

“Plan Agent” means Voya Retirement Insurance and Annuity Company (“Voya”) or any other person/entity contracted by the Plan Administrator to provide administrative services to the Plan.

“Segregated Amount” means the benefit amount from the Participant’s Plan account that is assigned to the Alternate Payee consistent with this Order.

“Separate Plan Account” means the sub-account of the Participant’s Plan account that the Plan Administrator or Plan Agent causes to be maintained for the benefit of the Alternate Payee consistent with this Order.

This Order hereby creates and recognizes the existence of the Alternate Payee’s right to receive all or a portion of the benefits payable to the Participant from the Plan as set forth below.

2. IDENTIFICATION OF THE PARTICIPANT

The name and last known mailing address of the Participant are as follows.

Name:

Complete Address:

Date of Birth:

Social Security No.

If state or local law prevents the inclusion of such information in the court order, this data must be provided in writing in a letter. The letter must be signed by the attorney(s) representing the Participant and the Alternate Payee, or by each of the parties themselves in the presence of a Notary Public (as evidenced by a notary affidavit and seal).

3. IDENTIFICATION OF THE ALTERNATE PAYEE *{For more than one Alternate Payee, repeat this section 3 as often as necessary.}*

The name and last known mailing address of the Alternate Payee are as follows.

Name:

Complete Address:

Date of Birth:

Social Security No.

If state or local law prevents the inclusion of such information in the court order, this data must be provided in writing in a letter. The letter must be signed by the attorney(s) representing the Participant and the Alternate Payee, or by each of the parties themselves in the presence of a Notary Public (as evidenced by a notary affidavit and seal).

The Alternate Payee is the **[spouse, former spouse, domestic partner, former domestic partner, child or other dependent]** of the Participant.

4. BENEFIT AWARDED TO THE ALTERNATE PAYEE

This amount shall be separately accounted for under the Plan for the exclusive benefit of the Alternate Payee. The investment allocation of the Alternate Payee’s account will be the same as the investment allocation of the Participant’s account at the time of the transfer. After the Alternate Payee’s account is established, the Alternate Payee can change the investment allocation to any of the investment options available under the Plan.

[Select the appropriate benefit assignment and delete any option that does not apply.]

The Plan shall assign to the Alternate Payee an amount equal to **[insert percent or dollar amount]** of the Participant’s total vested account balance as of **[insert valuation date]**. (Insert valuation date.)

The Alternate Payee’s benefit **[will be/will not be]** adjusted for investment earnings and losses from the valuation date to the date a separate account is established for the Alternate Payee.

The Alternate Payee's benefit will be based upon the Participant's vested account balance **[including/excluding]** any outstanding loan balance.

- (a) The Plan Administrator and the Plan Agent and any person subject to the direction of either of them shall not apply any provision of this Order that would require the Plan Administrator or the Plan Agent to calculate the Segregated Amount to be directed to the Alternate Payee's Separate Plan Account in a manner not readily calculable by the Plan Administrator or Plan Agent according to its currently available records.
- (b) When establishing the Alternate Payee's Separate Plan Account, the Plan Agent shall first redeem amounts pro rata from all investment options other than non-core investment options (e.g., life insurance, self directed brokerage account, certificate of deposit, etc.), if applicable, held in the Participant's Plan account, and shall redeem amounts from non-core investment options, if applicable, only if necessary to obtain the Segregated Amount consistent with this Order.
- (c) The Alternate Payee's Separate Plan Account shall bear all fees and expenses as though the Alternate Payee was a Participant.

5. COMMENCEMENT OF BENEFITS

Upon determination that the Order constitutes a qualified domestic relations order, the Segregated Amount shall be distributed to the Alternate Payee as soon as administratively feasible after the Plan Agent's acceptance of this Order as a Qualified Domestic Relations Order. Using the Segregated Amount provided in Section 4 above, the Plan will pay to the Alternate Payee benefits in accordance with the benefit distribution provisions of the Plan. The Alternate Payee shall file with the Plan Administrator or Plan Agent a written claim for benefits in a format deemed acceptable by the Plan Administrator and Plan Agent. Notwithstanding the foregoing, the Alternate Payee (who is a spouse or former spouse) may elect, within the applicable period specified in Section 402(c) of the Code, to make an eligible rollover distribution to an eligible retirement plan designated by the Alternate Payee in writing to the Plan Administrator or Plan Agent, or may elect to make a direct rollover to an eligible retirement plan so designated, in accordance with the provisions of Section 402(e)(1)(B) of the Code.

6. DEATH OF PARTICIPANT

Payment of the Alternate Payee's separate interest shall not be affected by the Participant's death. Upon the Participant's death, the Alternate Payee will not be entitled to any survivor benefits attributable to the Participant's share of benefits under the Plan unless the Participant had designated the Alternate Payee as a beneficiary in accordance with the terms of the Plan.

7. DEATH OF THE ALTERNATE PAYEE PRIOR TO DISTRIBUTION

If permitted by the Plan, the Alternate Payee shall designate, on a form provided by the Plan Administrator, a beneficiary (or beneficiaries) to whom the Alternate Payee's separate interest is to be paid in the event of the Alternate Payee's death. If the Alternate Payee fails to designate a Beneficiary, any benefit available upon death of the Alternate Payee's death will be paid according to the terms of the Plan or as directed by the Plan Administrator. Upon the Alternate Payee's death, the Participant will not be entitled to any survivor benefits attributable to the Alternate Payee's share of benefits under the Plan unless the Alternate Payee had designated the Participant as a beneficiary in accordance with the terms of the Plan.

8. COMPLIANCE WITH APPLICABLE LAWS AND THE PLAN

The parties to this Order intend that it comply with the California Family Code and the provisions hereof are to be administered and interpreted in a manner consistent with such provisions.

- (a) The Participant and Alternate Payee shall each be responsible for his or her own federal, state and local income taxes and any other taxes attributable to any and all distributions from the Plan that are received by the Participant or the Alternate Payee, respectively.

If the Alternate Payee is not the spouse or former spouse of the Participant, the preceding paragraph should be replaced by:

The Participant is responsible for all taxes attributable to any and all distributions from the Plan pursuant to this order.

- (b) The Participant and the Alternate Payee shall notify the Plan Administrator and Plan Agent of any change of address.
- (c) No provision in this Order requires the Plan to make any payment or take any action that is inconsistent with any federal law, rule, regulation or applicable judicial decision.
- (d) Nothing contained in this Order shall be construed to require the Plan, Plan Administrator or Plan Agent to:
 - (i) Provide the Alternate Payee any type or form of benefit or any option not otherwise available to the Participant under the Plan;
 - (ii) Provide to the Alternate Payee increased benefits (determined on the basis of actuarial value) not available to the Participant; or
 - (iii) Pay benefits to an Alternate Payee that are required to be paid to another Alternate Payee under another order previously determined by the Plan Administrator to be a QDRO.

9. RESERVATION OF JURISDICTION

This Court reserves jurisdiction over the parties and the Plan until such time as the obligations of the Plan to the Alternate Payee under this Order have been fully paid and discharged. Further, this Court reserves jurisdiction to amend this Order to establish or maintain its status as a QDRO under ERISA, if applicable to the Plan, and the Code; provided, however, that no amendment of this Order is to require the Plan to provide any type or form of benefit, or any option, not otherwise provided under the Plan.

IT IS SO ORDERED:

This date:

By the Court:

Judge's Signature

Approved as to form and content:

Print Name:
Plaintiff

Date: _____

Print Name:
Attorney for Plaintiff

Date: _____

Print Name:
Defendant

Date: _____

Print Name:
Attorney for Defendant

Date: _____