CONSTRUCTION INDUSTRY RETIREMENT FUND OF ROCKFORD, ILLINOIS

QUALIFIED DOMESTIC RELATIONS ORDER PROCEDURES

I. Statutory Requirements for QDROs

Section 401(a)(13) of the Internal Revenue Code and Section 206(d) of ERISA provide generally that a participant's accrued benefits under a qualified retirement plan cannot be assigned or alienated by the participant, but allow for an exception to the general non-alienability rule for benefits assigned pursuant to the terms of a "qualified domestic relations order." Section 414(p) of the Code and Section 206(d) of ERISA define a qualified domestic relations order as

- any judgment, decree, or order which relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a participant (referred to as the "alternate payee") and is made pursuant to a State domestic relations law (including a community property law);

- which creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable with respect to a participant under a plan;

- which clearly specifies the following:

    - the name and last known mailing address (if any) of the participant and the name and mailing address of each alternate payee covered by the order,

    - the amount or percentage of the participant's benefits to be paid by the plan to each such alternate payee, or the manner in which such amount or percentage is to be determined,

    - the number of payments or period to which such order applies, and

    - each plan to which such order applies; and

- which **does not**

    - require a plan to provide any type or form of benefit, or any option, not otherwise provided under the plan,

    - require the plan to provide increased benefits (determined on the basis of actuarial value), or

    - require the payment of benefits to an alternate payee which are required to be paid to another alternate payee under another order previously determined to be a qualified domestic relations order.

II. <u>General Fund Procedures and Policies Regarding the Administration of Qualified Domestic Relations Orders</u>

1. Fund's Designated Review Agent: The Board of Trustees of the Construction Industry Retirement Fund of Rockford, Illinois has delegated to TIC International Corporation ("**TIC**") the authority to determine whether a domestic relations order purporting to affect the Fund (herein referred to as an "**Order**") is a qualified domestic relations order ("**QDRO**"). Counsel for the parties in any action in which an Order is entered, or any other Fund professionals or Trustees who receive a copy of an Order are hereby advised to forward copies of each Order immediately to TIC along with any associated correspondence relating to the Order. All pertinent documentation and requests for QDRO information should be addressed as follows:

Construction Industry Retirement Fund of Rockford, Illinois
c/o TIC Midwest
Attn: QDRO Administrator
6525 Centurion Drive
Lansing, MI 48917-9275
Phone: (866) 266-9866
Fax: (517) 321-7508

2. Review of "Certified" DROs that Purport to be QDROs Affecting the Fund:

2.1 Within a reasonably prompt time after initial receipt by TIC of a ***certified copy*** of an Order that purports to be a QDRO, TIC will (1) forward a copy of the Order to the Fund's legal counsel for review to determine whether it is a QDRO, and (2) notify the Participant (or his/her designated representative) and the Alternate Payee (or his/her designated representative) of the receipt of the Order.

2.2 TIC will also forward a copy of these QDRO Procedures to the Participant (or his/her designated representative) and the Alternate Payee (or his/her designated representative) along with the notice of receipt.

2.3 Counsel for the parties in any action in which an Order is entered are hereby advised that TIC must receive a certified copy of an Order before it will begin the process of determining whether the Order is a QDRO.

2.4 Upon receipt of a copy of the Order from TIC, the Fund's legal counsel will review the Order and make a determination within a reasonable time whether it is a QDRO. If the Fund's legal counsel cannot complete the review of the Order and determination whether it is a QDRO within 30 days of receipt of the Order from TIC, the Fund's legal counsel will so notify TIC in writing and, to the extent possible, will include in said written notice the reasons that the review and determination cannot be completed within 30 days, as well as the expected time that the review and determination is expected to be completed.

3. Notification of Rejected Orders: If the Fund's legal counsel finds that the Order fails to qualify as a QDRO, the Fund's legal counsel will notify the Participant (or his/her designated representative) and the Alternate Payee (or his/her designated representative), in writing of the rejection of the Order. The notification letter for any rejection will include the reasons why the Order failed to qualify and may, but is not required to, discuss any other non-disqualifying deficiencies in the Order. The notification letter for any rejection will also include a statement that copies of these QDRO procedures and sample QDRO forms are available at no charge upon request.

4. Notification of Approved Orders: If the Fund's legal counsel finds that the Order qualifies as a QDRO, the Fund's legal counsel will notify TIC regarding the qualified status of the Order. TIC will then proceed to distribute one or more communications to the Participant (or his/her designated representative) and the Alternate Payee (or his/her designated representative) (herein referred to collectively as the "**Approval Letter**") informing them of the acceptance of the Order as a QDRO. The Approval Letter may, but shall not be required to, notify the parties (or their designated representatives) of the Alternate Payee's options with respect to the distribution of her assigned share of the benefits, as well as the Fund's interpretation of the terms and provisions of the QDRO.

5. Request for Additional Information During Review and Determination: If, during review of the Order, the Fund's legal counsel determines that additional information pertaining to the qualification, interpretation or administration of the Order must be obtained from any or all of the parties, the Fund's legal counsel may request such additional information from one or more parties in writing, with a copy to TIC and all other parties (or their designated representatives), and the review of the Order and process of determining whether it is a QDRO may be, but is not required to be, suspended pending the receipt of such additional information.

6. Freeze and Segregation of Participant's Benefits During DRO Review and Qualification Determination Period: Pursuant to Section 414(p)(7) of the Internal Revenue Code, during any period in which the issue of a whether a certified Order is a QDRO is being determined, TIC and the Fund's recordkeeper shall separately account for, and will place a freeze on, the amounts which would have been payable to the Alternate Payee during such period if the Order had been determined to be a QDRO. The amounts which would have been payable to the Alternate Payee shall be separately accounted for, not physically separated. Unless specified otherwise in the Order, amounts will be taken proportionately from each investment option in which the Participant's account is invested. During this QDRO determination period, and with respect to the Participant's total account balance, the Participant will still be permitted to direct his/her own investments in accordance with the terms governing the Fund. However, the Participant may be restricted from making withdrawals, loans, etc., in accordance with federal law and these written QDRO procedures.

7. 18-Month Maximum Segregation Period:

7.1 If, within 18 months of the date the first payment from the Plan would be required to be made to the Alternate Payee under an Order, the Order (or a modification thereof) is determined to be a QDRO, the Trustees of the Fund shall direct payment of the amounts separately accounted for to the person or persons entitled thereto in accordance with the provisions of the QDRO, TIC shall proceed to implement the QDRO, and the freeze on the benefits shall be removed.

7.2 If within such 18-month period (i) it is determined that the Order is not a QDRO, or (ii) the issue as to whether such Order is a QDRO is not resolved, then the Trustees of the Fund shall direct payment of the amounts separately accounted for to the person or persons who would have been entitled to such amounts if there had been no Order, and the freeze on the benefits shall be removed. Any determination that an Order is a QDRO which is made after the close of the 18-month period shall be applied prospectively only.

8. Thirty (30) Day Appeal Period Upon Approval of QDRO:

8.1 Once the Approval Letter is distributed upon approval of a QDRO, the parties will have 30 days from the date of the Approval Letter to dispute the validity of the QDRO, the Fund's approval of the QDRO, and any interpretation of the QDRO or calculation of the assigned benefit that may be set forth in the Approval Letter. If any party to the proceeding from which the QDRO arose does not agree with the validity of the QDRO, the Fund's approval of the QDRO, or the terms set forth in the Approval Letter, such party must respond in writing, within such 30-day period, explaining the reasons for the dispute and, if particular provisions are in dispute, providing a specific identification of the disputed provisions. During this 30-day appeal period, the Fund's approval of the QDRO will be deemed to be provisional, and accordingly the Alternate Payee will not be permitted to commence distribution of his/her benefits. Upon the expiration of the appeal period, if neither party (nor their designated representatives) has disputed the terms of the QDRO in writing, the QDRO will be administered in accordance with its terms and the Alternate Payee may be eligible to commence benefits, to the extent provided in the QDRO and to the extent he/she is otherwise eligible under the terms governing the Fund and complies with the Fund procedures for requesting and obtaining a distribution, including obtaining Trustee approval of the distribution request.

8.2 *Important Note Regarding Waiver of Appeal Period:* If the parties choose to expedite the payment of benefits to the Alternate Payee, they may waive their appeal rights, in writing, by mailing, e-mailing, or faxing to TIC a letter signed by each party indicating that they waive their appeal rights and do not dispute the validity of the QDRO, the Fund's approval of the QDRO, or the terms set forth in the Approval Letter. Once TIC receives a written waiver signed by each party, the Alternate Payee will be entitled to apply for the immediate commencement of benefits in accordance with the Fund procedures for requesting and obtaining a distribution, assuming he/she is otherwise entitled to do so under the terms of the QDRO and the terms governing the Fund.

9. Ninety (90) Day Extension in the Event of an Appeal:

9.1 If, within the 30-day appeal period set forth in section 8 of these procedures, one or both parties (or their designated representatives) dispute the validity of the QDRO, the Fund's approval of the QDRO, or the terms set forth in the Approval Letter, in writing, the appeal period will be extended by 90 days from the date TIC receives such written dispute. During this 90-day extension period, no distributions will be permitted from the Participant's accrued benefits in the Fund or the Alternate Payee's assigned benefits in the Fund.

9.2 If, within the 90-day extension period, the parties or their designated representatives take any of the actions in the left column of the following table, TIC (and, where appropriate, the Fund's legal counsel and the Fund's recordkeeper) will take the corresponding action in the right column:

If *the parties (or their designated representatives)--*	***Then****, TIC (and, where appropriate, Fund counsel and the Fund recordkeeper) will--*
Submit an amended Order	Review the amended Order and, if approved as a QDRO, administer the amended QDRO in accordance with its terms and these procedures
Provide satisfactory evidence that they are pursuing the issuance of an amended QDRO by a court of competent jurisdiction	Extend the appeal period by an additional 90 days (from the date TIC receives evidence that the parties are pursuing an amended QDRO) in order to provide the parties with adequate time to submit an amended QDRO
Provide satisfactory evidence that they are pursuing a revocation of the QDRO that was approved by the Fund	Extend the appeal period by an additional 90 days (from the date TIC receives evidence that the parties are pursuing a revocation of the QDRO) in order to provide the parties with adequate time to submit a QDRO revocation order
Provide additional written argument either indicating why the Fund's determination of the QDRO's validity, the Fund's approval of the QDRO, and the Fund's interpretation of or calculations under the QDRO should be upheld, or indicating why the same should be reversed	Extend the appeal period by an additional 90 days (from the date TIC receives the additional written argument) in order to provide TIC, Fund counsel, and the Fund Trustees sufficient time to evaluate the merits of the additional written argument

9.3 Prior to the conclusion of the 90-day extension period, together with any further extensions of the appeal period, the Fund Trustees' shall consider the submissions and arguments of the parties and shall determine whether the QDRO appeal shall be resolved by (i) upholding the Fund's initial determination of the QDRO's validity, the Fund's initial approval of the QDRO, and the Fund's interpretation of and calculations under the QDRO in their entirety; (ii) modifying, in whole or in part, the Fund's interpretation of and calculations under the QDRO; or (iii) determining that the Order is not a QDRO. Upon the conclusion of the 90-day extension period, together with any further extensions of the appeal period, the Trustees' decision as to the resolution of the QDRO appeal shall be final, and TIC (and, where appropriate, the Fund recordkeeper) will proceed to implement the Fund Trustees' decision with respect to the QDRO appeal and all benefit holds shall be removed.

9.4 *Subsequent Extensions of Time:* It is understood that in some cases, the 90-day extension period and further extensions provided for in this Section 9 may not be long enough for a court to execute an amended QDRO or QDRO revocation Order. In such cases, TIC may, but is not required to, grant additional extensions of 90 days each in the event that the parties (or their designated representatives) provide written evidence within the then-current 90-day extension period that they are still actively seeking the issuance of an amended QDRO or QDRO revocation Order.

9.5 *Frivolous Appeals:* If TIC, the Fund's legal counsel, or the Fund Trustees determine, in their sole discretion, that the QDRO appeal is frivolous in nature and without merit, or has otherwise been initiated primarily to delay the payment of assigned benefits to the Alternate Payee or to hinder or harass the non-appealing party, then TIC may direct that all benefit holds be removed and proceed to administer the QDRO in accordance with its terms, the terms of the Plan, and these procedures.

10. Review of Proposed Orders and Other Orders That Purport to Affect the Fund:

10.1 TIC will forward proposed Orders to legal counsel for the Fund for review prior to execution by the Court. Counsel for the parties in any action in which an Order is proposed, or any other Fund professionals or Trustees who receive a copy of a proposed Order are hereby advised to forward copies of each proposed Order relating to the Fund immediately to TIC along with any associated correspondence relating to the proposed Order. All pertinent documentation and requests for QDRO information should be addressed as follows:

Construction Industry Retirement Fund of Rockford, Illinois
c/o TIC Midwest
Attn: QDRO Administrator
6525 Centurion Drive
Lansing, MI 48917-9275
Phone: (866) 266-9866
Fax: (517) 321-7508

10.2 After receipt of the proposed Order from TIC, legal counsel for the Fund will review the proposed Order and make a determination within a reasonable time whether or not it would constitute a QDRO if a certified copy of an executed Order, substantially in the same form as the proposed Order, were submitted to the Fund. Legal counsel will then proceed to communicate to the parties (or their respective designated representatives) either (i) that the proposed Order would constitute a QDRO under the conditions described in the preceding sentence, or (ii) the reasons why the proposed Order would not be accepted by the Fund as a QDRO. If the Fund's legal counsel cannot complete the review of the proposed Order and determination whether it would constitute a QDRO within 30 days of receipt of the proposed Order from TIC, the Fund's legal counsel will so notify TIC in writing and, to the extent possible, will include in said written notice the reasons that the review and determination cannot be completed within 30 days, as well as the expected time that the review and determination is expected to be completed.

10.3 TIC may, in its discretion, forward other domestic relations orders that potentially affect the Fund, but do not appear to be intended to be QDROs (such as Judgments for Dissolution of Marriage or Marital Settlement Agreements), to legal counsel for the Fund to determine whether or not such orders affect the Fund or indicate that a QDRO may be forthcoming. Legal counsel for the Fund will communicate the conclusions derived from the review of such orders to TIC directly and will not communicate with the parties regarding such orders except when specifically requested by TIC, the Fund trustees, or one or more of the affected parties. The scope of Fund counsel's communications to the parties regarding such orders will be limited to advising whether or not the order is a QDRO, and if it is not, Fund counsel's communications may include a statement that a QDRO is necessary in order for a Participant's benefits to be assigned to an Alternate Payee, and that copies of a model QDRO and these procedures are available at no charge upon request.

11. QDRO Hold to Restrict Participant Access to Benefits Upon Receipt of Proposed Orders or Where Receipt of QDRO is Reasonably Anticipated:

11.1 Upon initial receipt by TIC of (i) a proposed Order that is purported to be a QDRO, conditional upon its execution and entry by a court of competent jurisdiction; or (ii) a judgment for dissolution of marriage, marital settlement agreement or similar document which addresses the division of the Participant's benefits and which, on its face, awards a portion of the Participant's benefits to an Alternate Payee; or (iii) written notice from an affected party (or his/her designated representative) that a QDRO affecting a Participant's benefits in the Fund is forthcoming, a "QDRO Hold" will be placed on the Participant's accounts in the Fund. The QDRO Hold will remain in effect for six months, during which time the Participant will be prohibited from applying for or receiving any withdrawals, outgoing transfers or direct rollovers, or other distributions from the Fund. However, this will not prohibit the Fund Participant from making and changing investment choices during the period that the QDRO Hold is in effect. If TIC does not receive a certified copy of a QDRO affecting the Participant's benefits within such six-month period, then except as otherwise provided in Section 11.2 of these QDRO procedures, the QDRO Hold will be removed from the Participant's accounts, and he/she may apply to receive any benefits to which he/she may be entitled in accordance with the terms governing the Fund and its administrative procedures.

11.2 *Important Note Regarding Six-Month QDRO Hold:* The purpose of the default six-month duration of the QDRO Hold is to encourage the parties and their attorneys to complete the QDRO process in a timely manner. It is not meant to be a tool employed by a Fund Participant to delay the QDRO process in order to receive a distribution of benefits to which the Alternate Payee is entitled. The Trustees of the Fund also recognize that in some circumstances, the QDRO submission process cannot reasonably be completed within the six-month QDRO Hold period. Therefore, TIC, in its discretion or at the direction of the Fund Trustees or Fund counsel, may reinstate and extend a QDRO Hold at any time if it appears that one of the affected parties (or their respective designated representatives) is still actively pursuing the issuance of a QDRO to divide the Participant's benefits in the Fund.

11.3 *Frivolous and Stale Document Submissions:* If TIC, the Fund's legal counsel, or the Fund Trustees determine, in their sole discretion, that a document that would otherwise result in the imposition of a QDRO Hold has been submitted primarily to harass the Participant or to merely hinder or delay the payment of benefits to which the Participant is lawfully entitled, or if it is reasonably evident based on the available facts and circumstances (including without limitation the length of time that has elapsed since the document was executed) that none of the affected parties is actively pursuing the issuance of a QDRO affecting the Participant's benefits in the Fund, TIC may remove the QDRO Hold prior to the expiration of the default six-month QDRO Hold period.

12. Ambiguity in Domestic Relations Order: In the event of an ambiguity in an Order which would otherwise constitute a QDRO, TIC and Fund counsel may resolve the ambiguity either (i) by written agreement of the Participant and Alternate Payee (or their designated representatives); or (ii) by adopting any reasonable interpretation of the ambiguous provision, which shall be communicated to the parties in the Approval Letter, and shall be final and binding on all affected parties subject only to the appeal provisions of Sections 8 and 9 of these QDRO procedures.

13. Scope of Discussions with Parties Regarding QDRO Fairness and Equitability Issues: Although TIC and Fund counsel may render such assistance to the parties (or their designated representatives) as they deem reasonably necessary to assist the parties to comply with the technical requirements necessary for an Order to be a QDRO, TIC and Fund counsel will not address fairness or equitability issues regarding the division of benefits under a QDRO. It is the sole responsibility of the parties or their respective legal counsel to negotiate the substantive provisions of a QDRO and to ensure that the QDRO carries out the intent of the underlying Judgment for Dissolution of Marriage, Marital Settlement Agreement, or other underlying order, as the case may be. Fund counsel will generally limit its review to determining whether an Order meets the technical requirements necessary to be accepted as a QDRO by the Fund.

14. Death of the Plan Participant Before a QDRO is Received by TIC: An Order purporting to be a QDRO shall have no effect on the Participant's benefits (other than creating the potential for a temporary QDRO Hold to be imposed under Section 11 of these QDRO procedures) ***until a certified, executed copy is received by TIC***. If the Participant dies before a certified copy of an executed QDRO has been received by TIC, the Alternate Payee will not be entitled to any portion of the Participant's benefits, nor will an Alternate Payee who is a former spouse be entitled to any pre-retirement survivor annuity benefits, post-retirement joint and survivor annuity benefits, or other surviving spouse benefits that may become payable under the terms governing the Fund. This is the governing rule even if a proposed Order has already been "pre-approved" as meeting the requirements to become a QDRO.

15. Correcting or Terminating Payments: The Fund will retain any rights it may have under its terms to suspend or terminate payments to an Alternate Payee and a Participant, provided that either Participant or Alternate Payee may contest such suspension or termination through any administrative remedies available under the terms governing the Fund. Payment from the Fund pursuant to a QDRO shall be without prejudice to any right the Fund has under applicable law to seek recoupment or offset for overpayment. If the Fund pays one party a portion of the other party's benefits under the Fund and the terms of the QDRO, the party receiving the overpayment will be responsible for returning that portion to the Fund, which in turn, will pass that portion on to the other party.

16. Designation of Representative: A Participant or an Alternate Payee may appoint a designated representative for any purpose or all purposes under these QDRO procedures by delivering to TIC, at the address specified above, written notice of the designation of such representative, including a consent that communications to the represented party may be delivered only to the designated representative for as long as the designation is not revoked. Unless a Participant, Alternate Payee, or designated representative specifies otherwise in writing, an attorney shall automatically be deemed to be the designated representative for all purposes under these QDRO procedures, and the Participant or Alternate Payee shall automatically be deemed to have consented that all communications to him or her may be delivered only to the designated representative, if (i) TIC or Fund counsel receive any communications from the attorney on behalf of the Participant or Alternate Payee; or (ii) the attorney is identified as counsel for the Participant or Alternate Payee in any document received by TIC or Fund counsel.

17. QDRO Processing Fee: In accordance with the terms governing the Fund, there will be a processing fee of three hundred dollars ($300) per each Qualified Domestic Relations Order submitted to the Fund. In addition, there will be a calculation fee of $350 per QDRO calculation which requires reference to any account balance prior to July 2, 2025. The fee will be **equally divided** between the Participant and the Alternate Payee. In other words, one-half of the QDRO processing fee shall be deducted from the amount to be segregated from the Participant's account for the benefit of the Alternate Payee, and the other half shall be deducted from the Participant's remaining account balance.

18. Orders Requiring Calculation of Participant Balances Prior to April 1, 2005: Any Order requiring the Fund to calculate a Participant balance on a date prior to the earliest date for which the Fund's recordkeeper states that Participant balances are currently available will not be acceptable to the Fund as a QDRO, since it does not sufficiently specify the amount or percentage of the Participant's benefits to be paid by the Fund to the Alternate Payee, nor a manner in which such amount or percentage can be determined. As of the date of the adoption of these QDRO procedures, the Fund's recordkeeper currently states that April 1, 2005, is the earliest date for which Participant balances in the Fund are available.

19. Model QDRO; Default Rules of QDRO Interpretation: The Fund Trustees may from time to time by resolution adopt a "Model QDRO" that TIC shall furnish upon request. To the extent that the Model QDRO contains administrative provisions addressing issues upon which a QDRO submitted to the Fund is silent, then assuming that the Model QDRO provisions are not inconsistent with the QDRO, the terms of the Model QDRO shall constitute the default rules of the Fund for its interpretation and administration of the QDRO, as if they were incorporated as part of the QDRO. In the event that the Model QDRO allows the drafter to choose whether or not the Alternate Payee's assigned share of the benefits shall be adjusted for gains or losses from the assignment date through the segregation or distribution date, the default rule of interpretation (unless otherwise specified in the QDRO submitted to the Fund) is that the Alternate Payee's assigned share of the benefits **shall <u>not</u> be** adjusted for such gains or losses.

20. Fund Terms Control: Notwithstanding anything herein to the contrary, if any provision of these procedures is inconsistent with any provision of the terms governing the Fund, the terms governing the Fund shall control, and these QDRO procedures shall at all times be interpreted in a manner consistent with the terms governing the Fund and all other applicable legal requirements.

21. Amendment to QDRO Procedures: These QDRO procedures may be amended at any time, and from time to time, by resolution of the Fund's Board of Trustees.