NORTH CAROLINA                                                     GENERAL COURT OF JUSTICE

\_\_\_\_\_\_\_ COUNTY                                                               DISTRICT COURT DIVISION

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                            )

            PLAINTIFF,                                        )

                                                                        )           STIPULATED QUALIFIED

        V.                                                            )    DOMESTIC RELATIONS ORDER

                                                                        )    APPLICABLE TO THE State 401(k)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_                               )                           Plan

            DEFENDANT                                     )

WHEREAS, the parties were married to each other on \_\_\_\_\_\_, 20\_\_\_and were separated on \_\_\_\_\_, 20\_\_\_\_; and

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

WHEREAS, the parties and the Court intend that this Order shall be a Qualified Domestic Relations Order (QDRO) under the domestic relations statue of this state namely N.C. G.S. 50-20 et.seq.

WHEREAS, the parties have stipulated that the Court shall enter the Order;

            NOW IT IS ORDERED AND ADJUDGED AS FOLLOWS:

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

a.   Alternate Payee shall mean \_\_\_\_\_\_\_\_\_\_\_\_, whose current mailing address is \_\_\_\_\_\_\_\_\_\_\_\_\_ North Carolina \_\_\_\_\_\_\_, who was born on \_\_\_\_\_\_\_\_\_\_\_\_ and whose Social Security number is \_\_\_\_\_\_\_\_\_\_\_.

b.   Participant shall mean \_\_\_\_\_\_\_\_\_\_\_ whose current mailing address is \_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ North Carolina \_\_\_\_\_, who was born on \_\_\_\_\_\_\_ and whose Social Security number is \_\_\_\_\_\_\_\_\_\_\_\_\_.

c.   Plan shall mean the State 401(k) Plan.

d.   Plan Administrator shall mean Prudential PO Box 5340, Scranton, PA 18505-5340, hereafter referred to as the Plan Administrator.

2.   The Parties stipulate to amend the Separation Agreement to correctly read the State 401(k) Plan.

3.   Participant and Alternate Payee were married on \_\_\_\_\_\_\_\_\_\_\_20\_\_\_, were separated on \_\_\_\_\_\_\_ 20\_\_\_\_.

4.   This Order hereby creates and recognizes the existence of the Alternate Payees right to receive a portion of the benefits payable to the Participant from the Plan as set forth below:

5.   The Alternate Payee is hereby awarded from the Plan as her sole and separate property:

Fifty percent (50%) of the marital portion of the account. The marital portion of the account is defined as any and all contributions between the date of marriage and the date of separation, including any passive gains and losses or transfer on such amount from the date of marriage through the date of distribution. The balance of the Plan is to be the sole and separate property of the Participant.

If there is a loan balance against the Plan as of the date of distribution, the Participant shall be responsible to reimburse the Plan as a result of the loan, including any and all charges and interest incurred as a result.

The Alternate Payees distribution shall be allocated pro rata from among the Participants funds in the Plan.

6.   As soon as administratively feasible after the approval of this order as a QDRO, the amount assigned by this Paragraph 4 from Participant to Alternate Payee shall be withdrawn from Participants account and invested in a separate account under the Plan that is maintained for the benefit of Alternate Payee.

7.   In the event of the death of Alternate Payee before distribution from the Plan of the amount set forth in Paragraph 4, such amount shall be payable to the estate of Alternate Payee, if this is permitted by the Plan, provided that once benefits have begun to be paid to Alternate Payee the form of the benefit elected shall determine if any additional amounts shall be paid on Alternate Payees death.

Alternate Payee shall not be treated as Participants spouse under the plan.

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

9.   The parties shall cause a copy of this Order to be served on the Plan Administrator for the Plan forthwith. This Order shall remain in effect until further order of this Court or until its terms and obligations have been discharged by the distribution of benefits from the Plan.

10. Nothing contained in this Order shall be construed to require the Plan or Plan Administrator:

a.   To provide to Alternate Payee any type or form of benefit or any option not otherwise available to Participant under the plan.

b.   To provide to Alternate Payee increased benefits (determined on the basis of actuarial value) not available to Participant; or

c.   To pay any benefits to Alternate Payee that are required to be paid to another alternate payee under another order determined by the Plan Administrator to be a QDRO before this Order is determined by the Plan Administrator to be a QDRO.

11. In the event the Plan Administrator of the Plan does not approve this Order, then each party shall cooperate and do all things reasonably necessary to devise a form of order acceptable to the Plan Administrator.

12. The Court retains jurisdiction to enforce, revise, modify, or amend this Order insofar as necessary to establish or maintain its qualification as a QDRO or to amend this Order for other reasons, provided, however, neither this Order nor any subsequent revision, modification, or amendment shall require the Plan to provide any amount of benefits not otherwise provided by the Plan.

IT IS SO ORDERED,

This is the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

District Court Judge Presiding

Consented to by:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-Alternate Payee

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Defendant-Participant