Retirement
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EXECUTIVE SUMMARY OF QDRO PROCEDURES

A Qualified Domestic Relations Order ("QDRO") is a court order that allows a spouse, former spouse, child or other dependent (known as an "Alternate Payee") to receive all or a portion of a Participant's benefit due to a divorce, separation, or child support situation. For example, in a divorce situation the parties may wish to split the Participant's benefit so that the former spouse receives half of the account balance as of the divorce date or possibly a specific dollar amount from the account. Under the law, the QDRO must contain specific information and must be approved by a court or authorized state agency and by the plan sponsor. A Domestic Relations Order ("DRO") cannot be considered "qualified" and enforceable until both of these entities have approved the DRO. The below summary outlines the procedures the YMCA Retirement Fund (the "Fund") follows with regards to a QDRO.

If a Participant's ex-spouse, or anyone working on his/her behalf, requests that the Participant's Fund account(s) be divided, the Fund will first determine whether or not the request qualifies as a QDRO. In order to qualify, the document must:

- demonstrate that the Alternate Payee has rights to all or a portion of the Participant's benefits;
- specifically name the Plan(s)of the Fund;
- be made pursuant to a state domestic relations law;
- include the name, address and SSN of the Participant and Alternate Payee; and
- explain how the Participant's benefits shall be divided.

In order to fulfill the request, the Fund must also ensure that the request is:

- for a type of benefit that the Fund offers; and
- for benefits that are not already set aside for another Alternate Payee.

While the Fund is determining whether the request qualifies as a QDRO, the Participant may not take a distribution or begin annuity payments.

If the DRO does not qualify as a QDRO
The Fund will notify all parties involved, and inform them of the reason the request did not qualify. The benefits in question will be held for 18 months, in order to protect the rights of the parties. If within 18 months another request is received, the Fund will repeat the procedures above. If no other request is received, the Participant will once again be able to take a distribution or begin annuity payments.

If the DRO qualifies as a QDRO
After notifying all parties involved, the Fund will establish a separate account(s) in the Alternate Payee's name. The new account(s) can be kept in the Plan(s) where it will have the possibility to earn interest credits (although no new contributions are allowed) or rolled over to another retirement plan. The Fund's Customer Service Department will notify the Alternate Payee of options available under the Plan(s). If the Alternate Payee is permitted under the terms of the Plan(s) to annuitize his/her account(s) under a joint and survivor annuity option, he/she cannot name his/her subsequent spouse as a survivor.

The appendices of the Fund's QDRO Procedures include sample DROs with instructions for completion. These samples offer provisions that conform to the requirements necessary for a DRO to be considered qualified under the Internal Revenue Code and the Employee Retirement Income Security Act of 1974 ("ERISA") with respect to the provisions of the Plans. Use of the appropriate sample may avoid processing fees and expedite the process of determining the qualified status of the DRO and may help ensure that the provisions of the DRO conform to the Plans' rules.

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March 2024

THE YOUNG MEN'S CHRISTIAN ASSOCIATION RETIREMENT FUND RETIREMENT PLAN &
THE YOUNG MEN'S CHRISTIAN ASSOCIATION RETIREMENT FUND 403(b) SAVINGS PLAN

PROCEDURES TO DETERMINE THE QUALIFIED STATUS OF DOMESTIC RELATIONS ORDERS AND TO ADMINISTER DISTRIBUTIONS UNDER SUCH QUALIFIED DOMESTIC RELATIONS ORDER

Amended January 2024

I. Introduction.

The following Procedures are established in accordance with Section 414(p) of the Internal Revenue Code of 1986, as amended (the "Code"), Section 206(d) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and the requirements of the Young Men's Christian Association Retirement Fund Retirement Plan and the Young Men's Christian Association Retirement Fund 403(b) Savings Plan[1] (each a "Plan" and collectively, the "Plans"). These Procedures are used to determine whether any judgment, decree, order or approved property settlement agreement, including a domestic relations order, received by the YMCA Retirement Fund (the "Fund") is a Qualified Domestic Relations Order ("QDRO") pursuant to the Code and ERISA.

II. Terms.

a. *Alternate Payee*. An Alternate Payee may be, as set forth in Section 206(d)(3)(K) of ERISA and Section 414(p)(8) of the Code, a spouse, former spouse, child, or other dependent of a Participant who is recognized by a QDRO as having a right to receive all, or a portion of, the benefits payable under a plan with respect to the Participant. The Fund may also distribute benefits to a contingent alternate payee or payees if the QDRO provides for distribution to such contingent alternate payee(s), such contingent alternate payee(s) constitute an "alternate payee" as defined under ERISA and the Code and all required identifying information is provided to the Fund regarding such contingent alternate payee(s).

b. *Domestic Relations Order*. A domestic relations order, or "DRO" is, as defined in Section 206(d)(3)(B)(ii) of ERISA and Section 414(p)(1)(B) of the Code, any judgment, decree, or order (including approval of a property settlement agreement and a notice or order from a governmental child support enforcement agency) that 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, and is made pursuant to a State domestic relations law (including a community property law).

c. *Proposed DRO*. The term "Proposed DRO" means a draft DRO, which has not been issued or entered by a court or other authorized body. A "Proposed DRO" is not a "DRO," and the rules governing the Fund's processing of Proposed DROs are separately described in Part V of these Procedures.

d. *Qualified Domestic Relations Order*. The term "Qualified Domestic Relations Order" or "QDRO" means, as defined under Section 206(d)(3)(B)(i) of ERISA and Section 414(p)(1)(A), a DRO that (1) 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 pension plan, (2) meets statutory and other requirements set out herein.

Terms used, but not otherwise defined in these Procedures shall have the same meaning as those terms in the Plan(s), ERISA, and the Code.

III. Components of a QDRO.

The Fund is required to honor QDROs, as described in these Procedures, ERISA and the Code. The Fund is not required to honor any DRO or other document that does not constitute a QDRO or that does not comply with the terms of the Plan(s). Further, the Fund is not required to modify or reverse any payment, transaction, or application of funds that occurs prior to the Fund's receipt of any document purporting to be a QDRO, and shall not be liable for any such payment, transaction, or application of funds.

In order to constitute a QDRO, the DRO must, at minimum, satisfy the following requirements:

a. The DRO 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 to a Participant;

b. The DRO must be made pursuant to a State domestic relations law (including community property law);

[1]*The Young Men's Christian Association Retirement Fund 403(b) Savings Plan (formerly known as the Young Men's Christian Association Retirement Fund Tax-Deferred Savings Plan) is not subject to ERISA.*

c. The DRO must relate to the provision of child support, alimony payments, or marital property rights for a Participant's spouse, former spouse, child or other dependent;

d. The DRO must clearly specify the:
   i. Participant's name, date of birth, Social Security No., Fund ID No. and mailing address in the DRO or in a separate document;
   ii. Alternate Payee's name, date of birth, Social Security No. and mailing address in the DRO or in a separate document;
   iii. Legal representative's name and mailing address for Participant and Alternate Payee if any;
   iv. The specific name of the Plan(s) to which the DRO applies (The Young Men's Christian Association Retirement Fund Retirement Plan and/or The Young Men's Christian Association Retirement Fund 403(b) Savings Plan);
   v. The dollar amount or percentage of the Participant's benefits to be paid to the Alternate Payee (or the manner such amount or percentage is to be determined); and
   vi. The number of payments or period to which the DRO applies.

e. The DRO must not require the Fund to provide:
   i. Any type or form of benefits, or any option, not otherwise provided under the Plan(s);
   ii. Actuarially increased benefits; or
   iii. Benefits to an Alternate Payee which are required to be paid to a prior Alternate Payee under another DRO previously determined to be a QDRO.

IV. Types of QDROs.

a. *Separate Interest*. The "Separate Interest" form of QDRO may only be used if the DRO is issued before the Participant commences an annuity under the Fund. Under this type of QDRO, the Alternate Payee has a separate right to receive his or her portion of the Participant's benefits, at a time and in a form chosen by the Alternate Payee.
   i. The QDRO must specify the portion of the Participant's accrued benefit as of a determination date to be allocated to the Alternate Payee.
   ii. The QDRO may permit the Alternate Payee to receive a lump sum distribution as soon as administratively reasonable following the determination that the DRO is a QDRO or an annuity provided that the Participant has attained age 55.
   iii. The Alternate Payee elects to commence the Alternate Payee's benefit and the Alternate Payee may designate a beneficiary if the Alternate Payee elects a payment form that provides benefits to beneficiaries after the Alternate Payee's death under the terms of the Plan(s).
   iv. The Alternate Payee may roll over his or her account balance into a qualified retirement plan or individual retirement income account.
   v. The Alternate Payee may not elect to have benefits paid in the form of a joint and survivor benefit with a subsequent spouse as the designated beneficiary.
   vi. If the amount of the Alternate Payee's assigned benefit is $5,000 or less, the benefits will be paid to the Alternate Payee in a lump sum as soon as administratively reasonable after the Fund has determined that the DRO is a QDRO.

b. *Shared Payment*. The "Shared Payment" approach must be used when a DRO is issued after a Participant has commenced benefits under the Fund. *See Appendix D for Retiree/Annuitant Sample QDRO. Under this type of QDRO* (also known as a stream of payments QDRO), the actual benefit payment payable to the Annuitant is split, and the Alternate Payee receives part or all of each payment.
   i. The QDRO must specify the portion of each payment to be made to the Alternate Payee and when the payments will commence and end.
   ii. The Alternate Payee will not receive a payment unless the Annuitant is entitled to a payment. Payments to the Alternate Payee will generally end upon the earlier of the death of the Annuitant or the death of the Alternate Payee.

iii. If the Annuitant predeceases the Alternate Payee, under a Shared Payment QDRO, no benefits will be payable to the Alternate Payee unless:

1. The Alternate Payee is the Annuitant's survivor under ERISA, the Code and the terms of the Plan(s), or

2. The Annuitant designated the Alternate Payee to be his Beneficiary under the terms of the Plan(s) for any benefits payable to the Annuitant's Beneficiary upon death of the Annuitant, in which case such benefits shall be paid to the Alternate Payee upon the death of the Annuitant in accordance with the terms of the Plan(s).

iv. If the Alternate Payee predeceases the Annuitant after the Alternate Payee's benefits under the QDRO commence, then the Alternate Payee's share of the benefits will generally revert to the Annuitant. The Alternate Payee may not designate a Beneficiary for the portion of the Annuitant's benefit allocated to the Alternate Payee under the QDRO in the event the Alternate Payee predeceases the Participant, however, the QDRO may name one or more contingent alternate payees.

V. Proposed DROs

The term "Proposed DRO" means a draft DRO, which has not been issued or entered by a court or other authorized body. The parties are encouraged to submit a Proposed DRO to the Fund before submitting it to court to be entered as a DRO. If the parties submit to the Fund a DRO that has already been entered by a court, and the Fund identifies changes that are required in order for the DRO to qualify as a QDRO, the parties may be required to submit an amended DRO to the court to be entered. A Proposed DRO will be treated as "Notice of a DRO" as explained in Part VI, below.

The Fund will advise whether a Proposed DRO submitted by a party or a legal representative would be a QDRO if submitted to the Fund as an actual DRO, and if any changes should be made. The parties must submit a copy of a DRO for final approval after it has been entered by the court. The copy provided to the Fund should bear an original court stamp. If not provided, the Fund shall require a copy with an original court stamp.

VI. Receipt of Written Notice of a DRO.

The Fund applies different rules depending on whether it receives notice of a DRO (including a Proposed DRO) or a court-entered DRO. These rules do not apply to receipt of non-written communications, and oral communications are insufficient to trigger any action by the Fund, other than a request for these Procedures.

If the Fund receives written notification that (i) a QDRO is being sought, or (ii) any other written document that states that the parties intend to obtain a QDRO, or any other written document that explicitly states that the parties intend to obtain a judgment, decree, or order that 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 the Participant from the Fund, a hold will be placed on such Participant's relevant accounts for a reasonable period of time to permit the Participant and/or Alternate Payee to obtain a DRO. The hold will prevent distributions, withdrawals and loans. The hold may be extended on written consent of the parties provided to the Fund.

Upon written request, the Fund will provide to Participants and each individual who may be entitled to benefits under the Plans copies of these Procedures and the Plans' Summary Plan Descriptions.

VII. Receipt of DRO.

Upon receipt of a DRO, the Fund will promptly send to the Participant, the Alternate Payee or their designated representatives copies of the following items:

a. Notice that the DRO was received by the Fund;

b. A copy of these Procedures; and

c. Summary Plan Descriptions.

The Fund will, as soon as administratively feasible after receipt of the DRO, separately account for the amounts that would be payable to the Alternate Payee(s) during the determination period, if such amount can be determined by the Fund from the DRO. The Plan Administrator will not distribute the Participant's benefits from the Plan(s) while the status of the DRO is being determined. However, an Annuitant will continue to receive payments under the Plan reduced by the amounts that are being separately accounted for.

The Fund shall continue to account separately for such amounts until the earlier of the date the Fund determines whether the DRO is qualified or the expiration of eighteen (18) months from the date the first payment would

have been due had the DRO been a QDRO. If, within eighteen months, the DRO is determined not to be a QDRO or no such determination is made, for any reason, any amounts separately accounted for with respect to any Alternate Payee will be designated to the Participant as if there had been no DRO.

VIII. Determination of Qualification.

Within a reasonable period after receipt of the DRO, the Fund will determine whether the DRO is a QDRO (or would be a QDRO if entered with a court) and notify the parties as described below.

a. *Determination Letter* – The parties' designated legal representatives, if any, or, if no such designation has been made, the Participant, all Alternate Payees, or any counsel for these parties of which the Fund has notice, will receive a copy of the Determination Letter, which shall consist of the following:

   i. If the Fund determines that the DRO is a QDRO, the letter may outline the Fund's understanding of the DRO as to its provisions and effect. The determination may state the principal interpretations or assumptions of the Fund and how they pertain to the QDRO. The determination will also state that if the parties disagree with the Fund's understanding and interpretation of the DRO's provisions and effect, they may have the QDRO amended to conform to their intent or contact the Fund to resolve any disagreement.

   ii. If the DRO is found to be deficient, the notice will state in what respect the DRO is deficient, and how it may be amended to qualify under the law and the terms of the Plan(s).

      1. The parties will then have an opportunity to revise the DRO to meet the Plan(s) requirements and resubmit within the 18-month segregation period. The Fund will not make any distribution from the Participant's account during the 18-month segregation period to ensure the protection of the rights of both parties.

      2. If a revised DRO is not received within the 18-month segregation period then the Fund will return the Participant's account to an unrestricted status, and the segregated amounts will be paid to the Participant as if there had been no DRO.

      3. A determination that a DRO is a QDRO will have only prospective application if it is made after the end of the 18-month segregation period beginning on the date on which the first payment would be required under the DRO.

b. *Fund's Assumptions* – Unless otherwise provided by QDRO, the following rules apply in connection with the Fund's interpretation of a QDRO:

   i. If a QDRO provides that the Alternate Payee's share of the Participant's benefit is a portion of the stream of payments to be paid to the Participant and the Alternate Payee dies before the Participant, the Alternate Payee's share will terminate and revert to the Participant.

   ii. If a QDRO provides that the Alternate Payee's share of the Participant's account is a separate interest, in the event that the Alternate Payee dies before commencement of benefits, the Alternate Payee's share shall be paid to the Alternate Payee's Beneficiary or estate, in accordance with the terms of the Plan(s).

   iii. The Alternate Payee will not be deemed the spouse of the Participant for any purpose under the Plan(s).

The Fund can only provide factual information concerning a Participant's benefits and the terms of the Plan. Parties may not rely on the Fund for advice on the type of QDRO (or the form of payment) that is most appropriate for them. If any party is unsure with respect to the legal requirements for a QDRO or the benefits that he or she is entitled to receive under the Plan, then he or she should consult with his or her legal advisor, not the Fund.

IX. Effect of Determination of Qualified Status of DRO.

a. *Alternate Payee as Beneficiary* – upon a determination that a DRO is a QDRO, any Alternate Payee(s) named in the QDRO will be treated as a Beneficiary of the Fund for all purposes, including ERISA's disclosure requirements.

b. *Taxation* – Under the Code, if an Alternate Payee is a spouse or former spouse of the Participant, payments are subject to taxation to the Alternate Payee. If the payment is made pursuant to a QDRO for child support or if the Alternate Payee is the child or dependent of the Participant, payments are subject to taxation to the Participant.

c. *Paying Benefits Under a Separate Interest QDRO* – For a separate interest QDRO, the Alternate Payee must apply for benefits at the time and in the manner prescribed in the Plan(s) and the QDRO. In such cases, the

Fund will provide the Alternate Payee with a description of the available benefit form options at the time of the Alternate Payee's application.

X. Miscellaneous.

a. *Sample QDRO* - The Fund has developed model QDROs, which are included as appendices to these QDRO Procedures and provide a sample to the parties of an acceptable DRO. Participants and Alternate Payees are not required to use the model QDRO. However, use of the appropriate sample may avoid a processing fee and expedite the process of determining the qualified status of the DRO (See Paragraph (b) below). Please note that the Fund's provision of the model QDRO is not and shall not be construed to be the provision of legal, financial or other advice to the parties.

b. *Fees* - The Fund may charge a $300 processing fee for those DROs which, in the Fund's sole discretion, deviate from the model QDROs that are included as appendices to these QDRO Procedures. Unless otherwise specified in the DRO, any processing fee will be equally divided between the Participant and Alternate Payee and reduced from their respective account balances or annuity payments so long as both parties have a sufficient account balance/share to absorb the fee allocation after the assignment is effectuated. In the event there are not sufficient funds in either party's account/share to pay that party's respective portion of the fee, the difference shall be charged to the other party.

c. *QDRO Limitations* - Language should be included in the QDRO to make clear that the QDRO cannot require that the Fund:
   i. Provide any type or form of benefit, or any option, not otherwise provided under the Plan(s);
   ii. Provide increased benefits (determined on the basis of actuarial value); or
   iii. Pay benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another order previously determined to be a QDRO.

d. *Payment Error* – In the event that the Fund inadvertently pays to the Participant any benefits that are assigned to Alternate Payee pursuant to the terms of a QDRO, the Participant shall immediately reimburse Alternate Payee to the extent that Participant has received such benefit payments, and shall pay such amounts so received directly to the Alternate Payee within ten (10) days of receipt. In the event that the Fund inadvertently pays to Alternate Payee any benefits that are assigned to Participant pursuant to the terms of the QDRO, Alternate Payee shall immediately reimburse Participant to the extent that Alternate Payee has received such benefit payments, and shall forthwith pay such amounts so received directly to Participant within ten (10) days of receipt. If either party receives a payment in error that is not due the other party, the erroneous payment shall be returned to the Fund within ten (10) days of receipt.

e. *Changes to QDRO* – Each party to the QDRO, and counsel, must advise the Fund of any change in his or her contact or identifying information. Any changes to the benefits payable must be effectuated through a subsequent DRO (see Subsequent DRO, below)

f. *Timing of the DRO* – The Fund shall not determine that a DRO is not a QDRO solely because of the time it is issued. For instance, the Fund shall not determine that a DRO is not a QDRO solely because the Participant has died. However, if the Participant dies, and the Fund has not received "written notice of a DRO" or a DRO, and the time limits for processing a "written notice of a DRO" or DRO explained in Parts VI & VII above have elapsed, it shall pay any benefits without regard for any DRO that may exist and shall not be liable for any such payments.

g. *Subsequent DRO* – If, after a DRO has been received by the Fund (before it is determined to be qualified), a new DRO with respect to the same parties is received modifying the earlier DRO, the second DRO shall supersede the first DRO. If the first DRO has been determined to be a QDRO, the second DRO will have only prospective effect upon its qualification. The ability of a subsequent DRO to modify an earlier DRO may be limited once either party takes a distribution or begins receiving an annuity.

h. *Legal representatives* – The Participant and any Alternate Payee may designate (in writing to the Fund) a representative for receipt of copies of any documents that are sent to them pursuant to these Procedures. If so designated, copies of documents will be sent to the legal representatives, and all future correspondence under these Procedures will be directed to the legal representatives. If there is no such designation but the Fund is aware of a legal representative of record, correspondence will be sent to the Participant and Alternate Payee, with a copy to the legal representative(s).

i. *Additional Information* – The Fund may request the Participant and/or the Alternate Payee(s) to furnish any documents and information the Fund deems necessary in its sole discretion.

j. *Contact information* – If no address is given in the DRO for mailing of any document sent under these Procedures, the Fund shall mail it to the last known addresses of the Participant and the Alternate Payee(s).

k. *Modification to QDRO Procedures* – The Fund reserves the right to amend any (or all) of the foregoing provisions, at its sole discretion, at any time. Any amendment to these Procedures will be made by the Fund's Legal Department. No amendment or modification, unless required by law or applicable regulation, will cause a DRO previously determined to be a QDRO to fail to retain its qualification.

l. *Disclaimer* – In all cases, the terms of the Plans shall determine any party's eligibility for benefits and the amount of such benefits. The benefits payable are governed by the Plans, which is subject to change or termination at any time. All benefit payments are subject to the actual terms and conditions of the Plans in effect when a party applies for benefits.

QDRO SAMPLES

Appendix A – Retirement Plan QDRO
(Use this document if you only want benefits from the Retirement Plan account)

Appendix B – 403(b) Savings Plan QDRO
(Use this document if you only want benefits from the 403(b) Savings Plan account)

Appendix C – Retirement Plan & 403(b) Savings Plan QDRO
(Use this document if you want benefits from both plans)

Appendix D – Retiree/Annuitant QDRO
(Use this document if you want all or a portion of a Retiree's monthly annuity payments)

Appendix A
Retirement Plan Sample QDRO

(Use this document if you only want benefits from the Retirement Plan)

THIS MATERIAL IS FOR INFORMATION PURPOSES ONLY. IT IS NOT A SUBSTITUTE FOR COMPETENT LEGAL ADVICE. CONSULT AN ATTORNEY BEFORE SUBMITTING YOUR DOMESTIC RELATIONS ORDER.

{Insert Court Name & Address}

In re Marriage of	Case No. ***{Insert Number}***
Petitioner: ***{Insert Name}***	DIVISION OF RETIREMENT BENEFITS AND QUALIFIED DOMESTIC RELATIONS ORDER
and	
Respondent: ***{Insert Name}***	RE: YMCA RETIREMENT FUND RETIREMENT PLAN

This Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's benefits payable under an employer-sponsored defined contribution money purchase plan, which is qualified under Section 401 of the Internal Revenue Code (the "Code"). This Order is intended to constitute a Qualified Domestic Relations Order ("QDRO") under Section 414(p) of the Code and Section 206(d) of the Employee Retirement Income Security Act of 1974 ("ERISA") as amended by the Retirement Equity Act of 1984 and shall be interpreted and administered in conformity with such laws.

This Order is entered pursuant to the authority granted under the applicable domestic relations laws of the State of ***{Insert State Name}***.

1. PLAN

This Order applies to the Young Men's Christian Association Retirement Fund Retirement Plan (the "Plan"). Any successor to this Plan shall also be subject to the terms of this Order.

2. PLAN ADMINISTRATOR

The Plan Administrator is the Young Men's Christian Association Retirement Fund, 120 Broadway, New York, New York, 10271-1999

3. PARTICIPANT

The Participant's name, address, date of birth and Social Security No. are as follows:

Name: ***{Insert Participant's Name}***
Address: ***{Insert Participant's Address}***
Date of Birth: ***{Insert Participant's Date of Birth}***
Social Security No.: ***{Insert last 4 digits of Participant's Social Security No.}***
Fund ID No. ***{Insert Participant's Fund ID No.}***
{You may prepare and submit a Confidential Information Addendum with the Date of Birth, and Social Security No.}

4. ALTERNATE PAYEE

The person named as Alternate Payee meets the requirements of the definition of Alternate Payee as set forth in Section 5 below. The Alternate Payee's name, address, date of birth, Social Security No. and relationship to the Participant are as follows:

Name: ***{Insert Alternate Payee's Name}***
Address: ***{Insert Alternate Payee's Address}***
Date of Birth: ***{Insert Alternate Payee's Date of Birth}***
Social Security No.: ***{Insert last 4 digits of Alternate Payee's Social Security No.}***

Relationship to Participant: ***{Insert Spouse, Former Spouse, Child or Other Dependent}***
{You may prepare and submit a Confidential Information Addendum with the Date of Birth, and Social Security No.}

The Alternate Payee shall be responsible for notifying the Plan Administrator in writing of any changes in the Alternate Payee's mailing address after the entry of this Order.

5. DEFINITIONS

Alternate Payee

The Alternate Payee is any spouse, former spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all or a portion of the benefits payable under the Plan with respect to the Participant.

Assignment Date

The Assignment Date is the date on which the Participant's vested account balance will be valued in order to determine the Alternate Payee's designated portion.

Liquidation Date

The Liquidation Date is the date a portion of the Participant's account is liquidated to allow the payment to the Alternate Payee's account under this Order. An assignment as of the Liquidation Date assigns a portion of the Participant's current account to the Alternate Payee.

6. BENEFITS PAYABLE TO THE ALTERNATE PAYEE

The Order assigns to the Alternate Payee ***{Insert _____% or $_____ dollar amount}*** of the total amount in the Participant's vested account balance under the Plan as of ***{Insert Assignment Date}*** (the "Assignment Date") which includes all interest and earnings on the assigned benefit through the Assignment Date.

From the Assignment Date to the Liquidation Date, the amount assigned to the Alternate Payee will include interest earnings and losses.

If the assigned amount is greater on the Liquidation Date than the account balance after any withdrawals have been deducted, the net account balance will be the assigned amount.

7. FORM OF PAYMENT

The Alternate Payee shall receive the portion of the Plan benefits assigned to the Alternate Payee in the form designated under the terms of the Plan. Such amount shall be adjusted for interest earnings and losses from the Liquidation Date to the date of distribution to the Alternate Payee.

The Alternate Payee may elect to receive the assigned Plan benefit in (i) a lump sum payment as soon as administratively reasonable following the determination that this Order is a QDRO; or (ii) an annuity provided that the Participant has attained age 55.

If the amount of the Alternate Payee's assigned benefit is $5,000 or less, the benefits will be paid to the Alternate Payee in a lump sum as soon as administratively reasonable after the Plan Administrator has determined that the Order is a Qualified Domestic Relations Order.

{Please review Sections 6.1-6.6 and 10.4(f) of the Plan for Distribution Rules}

8. COMMENCEMENT

If eligible under the terms of the Plan, the Alternate Payee may rollover his or her assigned benefits to another qualified retirement plan or individual retirement account of his/her choice or receive a single lump sum payment as soon as administratively reasonable following the determination that this Order is a Qualified Domestic Relations Order.

9. DEATH PROCEDURES

If the Participant predeceases the Alternate Payee prior to payment of the Alternate Payee's assigned benefits under the Plan, payment to the Alternate Payee of his or her portion of the assigned benefits will not be affected. In the event of the Participant's death, the account balance which remains the property of the Participant will be payable to the Participant's designated beneficiary or in accordance with the terms of the Plan. This Order does not require the Participant to name the Alternate Payee as the designated beneficiary for benefits not assigned to the Alternate Payee.

In case of the death of the Alternate Payee, prior to the distribution of the Alternate Payee's assigned benefits from the Plan, the assigned benefits will be paid to the Alternate Payee's designated beneficiary or, if none, in accordance with the terms of the Plan.

10. FEES

In the event the Plan Administrator determines that it will assess a QDRO processing fee, it shall be charged equally to the parties' post-Order interests in the Plan (and thus reduced from their respective account balances) so long as both parties have a sufficient interest to absorb the fee allocation ***{or insert fee allocation as agreed upon by the parties}***. If there are not sufficient funds in either party's account to pay that party's respective share of the fee, the difference shall be charged to the other party.

{Please note a $300.00 processing fee may be assessed if the Plan Administrator determines, in its sole discretion, that the DRO deviates from the sample QDRO provided in this Appendix A.}

11. RETENTION OF JURISDICTION

This matter arises from an action for dissolution of marriage or legal separation in this Court under the case number set forth at the beginning of this Order. Accordingly, this Court has jurisdiction to issue this Order.

In the event the Plan Administrator determines that this Order is not a Qualified Domestic Relations Order, both parties shall cooperate with the Plan Administrator in making any changes needed for it to become qualified. This includes signing all necessary documents. For this purpose, this Court expressly reserves jurisdiction over the dissolution proceeding involving the Participant, the Alternate Payee, and the Participant's interest in the Plan.

12. LIMITATIONS

Pursuant to Section 414(p)(3) of the Code and except as provided for by Section 414(p)(4), this Order:

(i) Does not require the Plan to provide any type of form of benefit, or any option, not otherwise provided under the Plan;

(ii) Does not require the Plan to provide increased benefits; and

(iii) Does not require the payment of benefits to an Alternate Payee that is required to be paid to another Alternate Payee under another order previously determined to be a Qualified Domestic Relations Order.

13. INTERPRETATION

This QDRO is subject to all Plan terms. In the event of any inconsistency between this Order and the Plan, the terms of the Plan will govern.

14. TAXATION

For purposes of Sections 402 and 72 of the Code, any Alternate Payee who is the spouse or former spouse of the Participant shall be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of the Order and, as such, will be required to pay the appropriate federal, state, and local income taxes on such distributions.

15. CONSTRUCTIVE RECEIPT

If the Plan inadvertently pays the Participant any benefit that is assigned to the Alternate Payee pursuant to the terms of this Order, the Participant will immediately reimburse the Plan to the extent that the Participant has received such benefit payments and shall forthwith pay such amounts so received to the Plan within ten (10) days of receipt.

If the Plan inadvertently pays to the Alternate Payee any benefit that is actually payable to the Participant, the Alternate Payee must make immediate reimbursement. If the Participant's benefits have not yet begun, the Alternate Payee shall immediately reimburse the Plan. If the Participant's benefits have begun, the Alternate Payee must reimburse the Participant. In either case, the Alternate Payee must reimburse to the extent that he or she has received such benefit payments and shall forthwith pay such amount so received to the Plan within ten (10) days of receipt.

16. EFFECT OF PLAN TERMINATION

If the Plan is terminated, the Alternate Payee shall be entitled to receive his or her portion of the Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for Participants and beneficiaries.

17. CERTIFICATION OF NECESSARY INFORMATION

All payments made pursuant to this Order shall be conditioned on the certification by the Alternate Payee and the Participant to the Plan Administrator of such information as the Plan Administrator may reasonably require from such parties to make the necessary calculation of the benefit amounts contained herein.

Date: _____

Date: _____

IT IS SO ORDERED:

Date: _____

_____

{Insert Petitioner's Name}
Petitioner

_____

{Insert Respondent's Name}
Respondent

ORDER

_____

{Insert Judge's Name & Court}

Appendix B
403(b) Savings Plan Sample QDRO

(Use this document if you only want benefits from the 403(b) Savings Plan account)

THIS MATERIAL IS FOR INFORMATION PURPOSES ONLY. IT IS NOT A SUBSTITUTE FOR COMPETENT LEGAL ADVICE. CONSULT AN ATTORNEY BEFORE SUBMITTING YOUR DOMESTIC RELATIONS ORDER.

{Insert Court Name & Address}

In re Marriage of	Case No. ***{Insert Number}***
Petitioner: ***{Insert Name}***	DIVISION OF RETIREMENT BENEFITS AND QUALIFIED DOMESTIC RELATIONS ORDER
and	
Respondent: ***{Insert Name}***	RE: YMCA RETIREMENT FUND 403(b) SAVINGS PLAN

This Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's benefits payable under an employer-sponsored defined contribution plan, which is established under Section 403(b) of the Internal Revenue Code (the "Code"). This Order is intended to constitute a Qualified Domestic Relations Order ("QDRO") under Section 414(p) of the Code as amended by the Retirement Equity Act of 1984 and shall be interpreted and administered in conformity with such laws.

This Order is entered pursuant to the authority granted under the applicable domestic relations laws of the State of ***{Insert State Name}***.

1. PLAN

This Order applies to the Young Men's Christian Association Retirement Fund 403(b) Savings Plan (the "Plan"). Any successor to this Plan shall also be subject to the terms of this Order.

2. PLAN ADMINISTRATOR

The Plan Administrator is the Young Men's Christian Association Retirement Fund, 120 Broadway, New York, New York, 10271-1999.

3. PARTICIPANT

The Participant's name, address, date of birth and Social Security No. are as follows:

Name:	***{Insert Participant's Name}***
Address:	***{Insert Participant's Address}***
Date of Birth:	***{Insert Participant's Date of Birth}***
Social Security No.:	***{Insert last 4 digits of Participant's Social Security No.}***
Fund ID No.	***{Insert Participant's Fund ID No.}***

{You may prepare and submit a Confidential Information Addendum with the Date of Birth, and Social Security No.}

4. ALTERNATE PAYEE

The person named as Alternate Payee meets the requirements of the definition of Alternate Payee as set forth in Section 5 below. The Alternate Payee's name, address, date of birth, Social Security No. and relationship to the Participant are as follows:

Name:	***{Insert Alternate Payee's Name}***
Address:	***{Insert Alternate Payee's Address}***
Date of Birth:	***{Insert Alternate Payee's Date of Birth}***
Social Security No.:	***{Insert last 4 digits of Alternate Payee's Social Security No.}***
Relationship to Participant:	***{Insert Spouse, Former Spouse, Child or Other Dependent}***

{You may prepare and submit a Confidential Information Addendum with the Date of Birth, and Social Security No.}

The Alternate Payee shall be responsible for notifying the Plan Administrator in writing of any changes in the Alternate Payee's mailing address after the entry of this Order.

5. DEFINITIONS

Alternate Payee

The Alternate Payee is any spouse, former spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all or a portion of the benefits payable under the Plan with respect to the Participant.

Assignment Date

The Assignment Date is the date on which the Participant's account balance will be valued in order to determine the Alternate Payee's designated portion.

Liquidation Date

The Liquidation Date is the date a portion of the Participant's account is liquidated to allow the payment to the Alternate Payee's account under this Order. An assignment as of the Liquidation Date assigns a portion of the Participant's current account to the Alternate Payee.

Account Balance

The Participant is 100% vested in the Plan's account balance as the contributions were made via payroll deduction from his or her compensation.

6. BENEFITS PAYABLE TO THE ALTERNATE PAYEE

The Order assigns to the Alternate Payee ***{Insert _____% or $_____ dollar amount}*** of the total amount in the Participant's vested Account Balance under the Plan as of ***{Insert Assignment Date}*** (the "Assignment Date") which includes all interest and earnings on the assigned benefit received through the Assignment Date. Any outstanding loans will be excluded for purposes of calculating the Participant's vested account Balance.

From the Assignment Date to the Liquidation Date, the amount assigned to the Alternate Payee will include interest earnings and losses.

If the assigned amount is greater on the Liquidation Date than the Account Balance after any outstanding loan balances and/or withdrawals have been deducted, the Account Balance will be the assigned amount. Any outstanding Participant loan shall remain the liability of the Participant.

7. FORM OF PAYMENT

The Alternate Payee shall receive the portion of the Plan benefits assigned to the Alternate Payee in the form designated under the terms of the Plan. Such amount shall be adjusted for interest earnings and losses from the Liquidation Date to the date of distribution to the Alternate Payee.

The Alternate Payee may elect to receive the assigned Plan benefit in (i) a lump sum payment as soon as administratively reasonable following the determination that this Order is a QDRO; or (ii) an annuity provided that the Participant has attained age 55.

If the amount of the Alternate Payee's assigned benefit is $5,000 or less, the benefits will be paid to the Alternate Payee in a lump sum as soon as administratively reasonable after the Plan Administrator has determined that the Order is a Qualified Domestic Relations Order.

{Please review Sections 5.1-5.10 and 9.4(b) of the Plan for Distribution Rules}

8. COMMENCEMENT

If eligible under the terms of the Plan, the Alternate Payee may rollover his or her assigned benefits to another qualified retirement plan or individual retirement account of his/her choice, receive a single lump sum payment or, provided the participant has attained age 55, commence receiving the assigned benefits in the form of an annuity, as soon as administratively reasonable following the determination that this Order is a Qualified Domestic Relations Order.

9. DEATH PROCEDURES

If the Participant predeceases the Alternate Payee prior to payment of the Alternate Payee's assigned benefits under the Plan, payment to the Alternate Payee of his or her portion of the assigned benefits will not be affected. In the event of the Participant's death, the account balance which remains the property of the Participant will be payable to the Participant's designated beneficiary or in accordance with the terms of the Plan. This Order does not require the Participant to name the Alternate Payee as the designated beneficiary for benefits not assigned to the Alternate Payee.

In case of the death of the Alternate Payee, prior to the distribution of the Alternate Payee's assigned benefits from the Plan, the assigned benefits will be paid to the Alternate Payee's designated beneficiary or, if none, in accordance with the terms of the Plan.

10. FEES

In the event the Plan Administrator determines that it will assess a QDRO processing fee, it shall be charged equally to the parties' post-Order interests in the Plan (and thus reduced from their respective account balances) so long as both parties have a sufficient interest to absorb the fee allocation ***{or insert fee allocation as agreed upon by***

the parties}. If there are not sufficient funds in either party's account to pay that party's respective share of the fee, the difference shall be charged to the other party.

{Please note a $300.00 processing fee may be assessed if the Plan Administrator determines, in its sole discretion, that the DRO deviates from the sample QDRO provided in this Appendix B.}

11. RETENTION OF JURISDICTION

This matter arises from an action for dissolution of marriage or legal separation in this Court under the case number set forth at the beginning of this Order. Accordingly, this Court has jurisdiction to issue this Order.

In the event the Plan Administrator determines that this Order is not a Qualified Domestic Relations Order, both parties shall cooperate with the Plan Administrator in making any changes needed for it to become qualified. This includes signing all necessary documents. For this purpose, this Court expressly reserves jurisdiction over the dissolution proceeding involving the Participant, the Alternate Payee, and the Participant's interest in the Plan.

12. LIMITATIONS

Pursuant to Section 414(p)(3) of the Code and except as provided for by Section 414(p)(4), this Order:

(i) Does not require the Plan to provide any type of form of benefit, or any option, not otherwise provided under the Plan;

(ii) Does not require the Plan to provide increased benefits; and

(iii) Does not require the payment of benefits to an Alternate Payee that is required to be paid to another Alternate Payee under another order previously determined to be a Qualified Domestic Relations Order.

13. INTERPRETATION

This QDRO is subject to all Plan terms. In the event of any inconsistency between this Order and the Plan, the terms of the Plan will govern.

14. TAXATION

For purposes of Sections 402 and 72 of the Code, any Alternate Payee who is the spouse or former spouse of the Participant shall be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of the Order and, as such, will be required to pay the appropriate federal, state, and local income taxes on such distributions.

15. CONSTRUCTIVE RECEIPT

If the Plan inadvertently pays the Participant any benefit that is assigned to the Alternate Payee pursuant to the terms of this Order, the Participant will immediately reimburse the Plan to the extent that the Participant has received such benefit payments and shall forthwith pay such amounts so received to the Plan within ten (10) days of receipt.

If the Plan inadvertently pays to the Alternate Payee any benefit that is actually payable to the Participant, the Alternate Payee must make immediate reimbursement. If the Participant's benefits have not yet begun, the Alternate Payee shall immediately reimburse the Plan. If the Participant's benefits have begun, the Alternate Payee must reimburse the Participant. In either case, the Alternate Payee must reimburse to the extent that he or she has received such benefit payments and shall forthwith pay such amount so received to the Plan within ten (10) days of receipt.

16. EFFECT OF PLAN TERMINATION

If the Plan is terminated, the Alternate Payee shall be entitled to receive his or her portion of the Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for Participants and beneficiaries.

17. CERTIFICATION OF NECESSARY INFORMATION

All payments made pursuant to this Order shall be conditioned on the certification by the Alternate Payee and the

Participant to the Plan Administrator of such information as the Plan Administrator may reasonably require from such parties to make the necessary calculation of the benefit amounts contained herein.

Date: _____

_____

{Insert Petitioner's Name}
Petitioner

Date: _____

_____

{Insert Respondent's Name}
Respondent

ORDER

IT IS SO ORDERED:

Date: _____

_____

{Insert Judge's Name & Court}

Appendix C

Joint Retirement Plan & 403(b) Savings Plan Sample QDRO

(Use this document if you want benefits from both plans)

THIS MATERIAL IS FOR INFORMATION PURPOSES ONLY. IT IS NOT A SUBSTITUTE FOR COMPETENT LEGAL ADVICE. CONSULT AN ATTORNEY BEFORE SUBMITTING YOUR DOMESTIC RELATIONS ORDER.

{Insert Court Name & Address}

In re Marriage of	Case No. ***{Insert Number}***
Petitioner: ***{Insert Name}***	DIVISION OF RETIREMENT BENEFITS AND QUALIFIED DOMESTIC RELATIONS ORDER
and	
Respondent: ***{Insert Name}***	RE: YMCA RETIREMENT FUND RETIREMENT PLAN & YMCA RETIREMENT FUND 403(b) SAVINGS PLAN

This Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Participant's benefits payable under an employer-sponsored defined contribution money purchase plan, which is qualified under Section 401 of the Internal Revenue Code (the "Code") and an employer-sponsored defined contribution plan, which is established under Code Section 403(b). This Order is intended to constitute a Qualified Domestic Relations Order ("QDRO") under Section 414(p) of the Code and Section 206(d) of the Employee Retirement Income Security Act of 1974 ("ERISA") as amended by the Retirement Equity Act of 1984 and shall be interpreted and administered in conformity with such laws.

This Order is entered pursuant to the authority granted under the applicable domestic relations laws of the State of ***{Insert State Name}***.

1. PLAN

This Order applies to the Young Men's Christian Association Retirement Fund Retirement Plan (the "Retirement Plan") and the Young Men's Christian Association Retirement Fund 403(b) Savings Plan (the "Savings Plan"). Any successor to the Retirement Plan or the Savings Plan (together, the "Plan") shall also be subject to the terms of this Order.

2. PLAN ADMINISTRATOR

The Plan Administrator is the Young Men's Christian Association Retirement Fund, 120 Broadway, New York, New York, 10271-1999.

3. PARTICIPANT

The Participant's name, address, date of birth and Social Security No. are as follows:

Name:	***{Insert Participant's Name}***
Address:	***{Insert Participant's Address}***
Date of Birth:	***{Insert Participant's Date of Birth}***
Social Security No.:	***{Insert last 4 digits of Participant's Social Security No.}***
Fund ID No.	***{Insert Participant's Fund ID No.}***

{You may prepare and submit a Confidential Information Addendum with the Date of Birth, and Social Security No.}

4. ALTERNATE PAYEE

The person named as Alternate Payee meets the requirements of the definition of Alternate Payee as set forth in Section 5 below. The Alternate Payee's name, address, date of birth, Social Security No. and relationship to the Participant are as follows:

Name:	***{Insert Alternate Payee's Name}***
Address:	***{Insert Alternate Payee's Address}***
Date of Birth:	***{Insert Alternate Payee's Date of Birth}***
Social Security No.:	***{Insert last 4 digits of Alternate Payee's Social Security No.}***
Relationship to Participant:	***{Insert Spouse, Former Spouse, Child or Other Dependent}***

{You may prepare and submit a Confidential Information Addendum with the Date of Birth, and Social Security No.}

The Alternate Payee shall be responsible for notifying the Plan Administrator in writing of any changes in the Alternate Payee's mailing address after the entry of this Order.

5. DEFINITIONS

Alternate Payee

The Alternate Payee is any spouse, former spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all or a portion of the benefits payable under the Plan with respect to the Participant.

Assignment Date

The Assignment Date is the date on which the Participant's vested account balance will be valued in order to determine the Alternate Payee's designated portion.

Liquidation Date

The Liquidation Date is the date a portion of the Participant's account is liquidated to allow the payment to the Alternate Payee's account under this Order. An assignment as of the Liquidation Date assigns a portion of the Participant's current account to the Alternate Payee.

6. BENEFITS PAYABLE TO THE ALTERNATE PAYEE

This Order assigns to the Alternate Payee ***{Insert _____% or $_____ dollar amount}*** of the total amount in the Participant's vested account balance under the Retirement Plan and ***{Insert _____% or $_____ dollar amount}*** of the total amount in the Participant's vested account balance under the Savings Plan {as of ***{Insert Assignment Date}*** (the "Assignment Date"), which includes all interest and earnings received on the assigned benefit through the Assignment Date. Any outstanding loans will be excluded for purposes of calculating the Participant's vested account balance.

From the Assignment Date to the Liquidation Date, the amount assigned to the Alternate Payee will include interest earnings and losses.

If the assigned amount is greater on the Liquidation Date than the account balance after any outstanding loan balances and/or withdrawals have been deducted, the net account balance will be the assigned amount. Any outstanding Participant loan shall remain the liability of the Participant.

7. FORM OF PAYMENT

The Alternate Payee shall receive the portion of the Plan benefits assigned to the Alternate Payee in the form designated under the terms of the Plan. Such amount shall be adjusted for interest earnings and losses from the Liquidation Date to the date of distribution to the Alternate Payee.

The Alternate Payee may elect to receive the assigned benefit in (i) a lump sum payment as soon as administratively reasonable following the determination that this Order is a QDRO; or (ii) an annuity provided that the Participant has attained age 55.

If the amount of the Alternate Payee's assigned benefit from the Retirement Plan or the Savings Plan is $5,000 or less, the benefits will be paid to the Alternate Payee in a lump sum as soon as administratively reasonable after the Plan Administrator has determined that the Order is a Qualified Domestic Relations Order.

{Please review Sections 6.1-6.6 and 10.4(f) of the Retirement Plan and Sections 5.1-5.10 and 9.4(b) of the 403(b) Savings Plan for Distribution Rules}

8. COMMENCEMENT

If eligible under the terms of the Plan, the Alternate Payee may rollover his or her assigned benefits to another qualified retirement plan or individual retirement account of his or her choice or receive a single lump sum payment as soon as administratively reasonable following the determination that this Order is a Qualified Domestic Relations Order.

9. DEATH PROCEDURES

If the Participant predeceases the Alternate Payee prior to payment of the Alternate Payee's assigned benefits under the Plan, payment to the Alternate Payee of his or her portion of the assigned benefits will not be affected. In the event of the Participant's death, the account balance which remains the property of the Participant will be payable to the Participant's designated beneficiary or in accordance with the terms of the Plan. This Order does not require the Participant to name the Alternate Payee as the designated beneficiary for benefits not assigned to the Alternate Payee.

In case of the death of the Alternate Payee, prior to the distribution of the Alternate Payee's assigned benefits from the Plan, the assigned benefits will be paid to the Alternate Payee's designated beneficiary or, if none, in accordance with the terms of the Plan.

10. FEES

In the event the Plan Administrator determines that it will assess a QDRO processing fee, it shall be charged equally to the parties' post-Order interests in the Plan (and thus reduced from their respective account balances) so long as both parties have a sufficient interest to absorb the fee allocation ***{or insert the fee allocation as agreed upon by the parties}***. If there are not sufficient funds in either party's account to pay that party's respective share of the fee, the difference shall be charged to the other party.

{Please note a $300.00 processing fee may be assessed if the Plan Administrator determines, in its sole discretion, that the DRO deviates from the sample QDRO provided in this Appendix C.}

11. RETENTION OF JURISDICTION

This matter arises from an action for dissolution of marriage or legal separation in this Court under the case number set forth at the beginning of this Order. Accordingly, this Court has jurisdiction to issue this Order.

In the event the Plan Administrator determines that this Order is not a Qualified Domestic Relations Order, both parties shall cooperate with the Plan Administrator in making any changes needed for it to become qualified. This includes signing all necessary documents. For this purpose, this Court expressly reserves jurisdiction over the dissolution proceeding involving the Participant, the Alternate Payee, and the Participant's interest in the Plan.

12. LIMITATIONS

Pursuant to Section 414(p)(3) of the Code and except as provided for by Section 414(p)(4), this Order:

(i) Does not require the Plan to provide any type of form of benefit, or any option, not otherwise provided under the Plan;
(ii) Does not require the Plan to provide increased benefits; and
(iii) Does not require the payment of benefits to an Alternate Payee that is required to be paid to another Alternate Payee under another order previously determined to be a Qualified Domestic Relations Order.

13. INTERPRETATION

This QDRO is subject to all Plan terms. In the event of any inconsistency between this Order and the Plan, the terms of the Plan will govern.

14. TAXATION

For purposes of Sections 402 and 72 of the Code, any Alternate Payee who is the spouse or former spouse of the Participant shall be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of the Order and, as such, will be required to pay the appropriate federal, state, and local income taxes on such distributions.

15. CONSTRUCTIVE RECEIPT

If the Plan inadvertently pays the Participant any benefit that is assigned to the Alternate Payee pursuant to the terms of this Order, the Participant will immediately reimburse the Plan to the extent that the Participant has received such benefit payments and shall forthwith pay such amounts so received to the Plan within ten (10) days of receipt.

If the Plan inadvertently pays to the Alternate Payee any benefit that is actually payable to the Participant, the Alternate Payee must make immediate reimbursement. If the Participant's benefits have not yet begun, the Alternate Payee shall immediately reimburse the Plan. If the Participant's benefits have begun, the Alternate Payee must reimburse the Participant. In either case, the Alternate Payee must reimburse to the extent that he or she has received such benefit payments and shall forthwith pay such amount so received to the Plan within ten (10) days of receipt.

16. EFFECT OF PLAN TERMINATION

If the Plan is terminated, the Alternate Payee shall be entitled to receive his or her portion of the Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for Participants and beneficiaries.

17. CERTIFICATION OF NECESSARY INFORMATION

All payments made pursuant to this Order shall be conditioned on the certification by the Alternate Payee and the Participant to the Plan Administrator of such information as the Plan Administrator may reasonably require from such parties to make the necessary calculation of the benefit amounts contained herein.

Date: _____

_____

{Insert Petitioner's Name}
Petitioner

Date: _____

_____

{Insert Respondent's Name}
Respondent

ORDER

IT IS SO ORDERED:

Date: _____

_____

{Insert Judge's Name & Court}

Appendix D
Retiree/Annuitant Sample QDRO

(Use this document if you want all or a portion of the Retiree's monthly annuity payments)

THIS MATERIAL IS FOR INFORMATION PURPOSES ONLY. IT IS NOT A SUBSTITUTE FOR COMPETENT LEGAL ADVICE. CONSULT AN ATTORNEY BEFORE SUBMITTING YOUR DOMESTIC RELATIONS ORDER.

{Insert Court Name & Address}

In re Marriage of	Case No. ***{Insert Number}***
Petitioner: ***{Insert Name}***	DIVISION OF ANNUITY BENEFITS AND QUALIFIED DOMESTIC RELATIONS ORDER
and	
Respondent: ***{Insert Name}***	RE: YMCA RETIREMENT FUND

This Order creates and recognizes the existence of an Alternate Payee's right to receive a portion of the Annuitant's benefits payable from the Young Men's Christian Association Retirement Fund. This Order is intended to constitute a Qualified Domestic Relations Order ("QDRO") under Section 414(p) of the Code and Section 206(d) of the Employee Retirement Income Security Act of 1974 ("ERISA") as amended by the Retirement Equity Act of 1984 and shall be interpreted and administered in conformity with such laws.

This Order is entered pursuant to the authority granted under the applicable domestic relations laws of the State of ***{Insert State Name}***.

1. PLAN

This Order applies to the Young Men's Christian Association Retirement Fund (the "Plan"). Any successor to this Plan shall also be subject to the terms of this Order.

2. PLAN ADMINISTRATOR

The Plan Administrator is the Young Men's Christian Association Retirement Fund, 120 Broadway, New York, New York, 10271-1999.

3. ANNUITANT

The Annuitant's name, address, date of birth and Social Security No. are as follows:

Name:	***{Insert Annuitant's Name}***
Address:	***{Insert Annuitant's Address}***
Date of Birth:	***{Insert Annuitant's Date of Birth}***
Social Security No.:	***{Insert last 4 digits of Annuitant's Social Security No.}***
Fund ID No.	***{Insert Annuitant's Fund ID No.}***

{You may prepare and submit a Confidential Information Addendum with the Date of Birth, and Social Security No.}

4. ALTERNATE PAYEE

The person named as Alternate Payee meets the requirements of the definition of Alternate Payee as set forth in Section 5 below. The Alternate Payee's name, address, date of birth, Social Security No. and relationship to the Annuitant are as follows:

Name:	***{Insert Alternate Payee's Name}***
Address:	***{Insert Alternate Payee's Address}***
Date of Birth:	***{Insert Alternate Payee's Date of Birth}***
Social Security No.:	***{Insert last 4 digits of Alternate Payee's Social Security No.}***
Relationship to Annuitant:	***{Insert Spouse, Former Spouse, Child or Other Dependent}***

{You may prepare and submit a Confidential Information Addendum with the Date of Birth, and Social Security No.}

The Alternate Payee shall be responsible for notifying the Plan Administrator in writing of any changes in the Alternate Payee's mailing address after the entry of this Order.

5. DEFINITIONS

Alternate Payee

The Alternate Payee is any spouse, former spouse, child or other dependent of the Annuitant who is recognized by a domestic relations order as having a right to receive all or a portion of the benefits payable under the Plan with respect to the Participant.

6. BENEFITS PAYABLE TO THE ALTERNATE PAYEE

This Order assigns to the Alternate Payee ***{Insert _____% or $_____ dollar amount}*** of the total amount of the Annuitant's monthly gross benefit payment under the Plan.

7. FORM OF PAYMENT

The Alternate Payee shall receive the portion of the Annuitant's Plan benefits assigned to the Alternate Payee in the form designated under the terms of the Plan.

8. COMMENCEMENT

Payments to the Alternate Payee may commence with the first benefit payment as soon as administratively practicable following the date this Order is deemed qualified by the Plan Administrator. In the event of any future experience dividends checks payable to the Annuitant, the Alternate Payee **shall or shall not *{select a preference}*** receive ***{Insert _____% or $_____ dollar amount}*** of the total amount.

9. DEATH PROCEDURES

If Annuitant dies before Alternate Payee, any survivor benefit will be paid in accordance with the form of benefit elected by the Annuitant at the time of retirement.

This Order does not require the Annuitant to name the Alternate Payee as the designated beneficiary for benefits not assigned to the Alternate Payee. If the Alternate Payee dies before Annuitant, the Plan shall return the Annuitant's monthly amount to the amount that Annuitant would have been receiving had there been no QDRO.

10. FEES

In the event the Plan Administrator determines that it will assess a QDRO processing fee, it shall be charged equally to the parties' post-Order interests in the Fund (and thus reduced from their respective benefit payments) so long as both parties have a sufficient interest to absorb the fee allocation ***{or insert the fee allocation as agreed upon by the parties}***. If either party will not be receiving a benefit payment that is sufficient to pay that party's respective share of the fee, the difference shall be charged to the other party.

{Please note a $300.00 processing fee may be assessed if the Plan Administrator determines, in its sole discretion, that the DRO deviates from the sample QDRO provided in this Appendix D.}

11. RETENTION OF JURISDICTION

This matter arises from an action for dissolution of marriage or legal separation in this Court under the case number set forth at the beginning of this Order. Accordingly, this Court has jurisdiction to issue this Order.

In the event the Plan Administrator determines that this Order is not a Qualified Domestic Relations Order, both parties shall cooperate with the Plan Administrator in making any changes needed for it to become qualified. This includes signing all necessary documents. For this purpose, this Court expressly reserves jurisdiction over the dissolution proceeding involving the Participant, the Alternate Payee, and the Participant's interest in the Plan.

12. LIMITATIONS

Pursuant to Section 414(p)(3) of the Code and except as provided for by Section 414(p)(4), this Order:

(i) Does not require the Plan to provide any type of form of benefit, or any option, not otherwise provided under the Plan;

(ii) Does not require the Plan to provide increased benefits; and

(iii) Does not require the payment of benefits to an Alternate Payee that is required to be paid to another Alternate Payee under another order previously determined to be a Qualified Domestic Relations Order.

13. INTERPRETATION

This QDRO is subject to all Plan terms. In the event of any inconsistency between this Order and the Plan, the terms of the Plan will govern.

14. TAXATION

For purposes of Sections 402 and 72 of the Code, any Alternate Payee who is the spouse or former spouse of the Annuitant shall be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of the Order and, as such, will be required to pay the appropriate federal, state, and local income taxes on such distributions.

15. CONSTRUCTIVE RECEIPT

If the Plan inadvertently pays the Annuitant any benefit that is assigned to the Alternate Payee pursuant to the terms of this Order, the Annuitant will immediately reimburse the Plan to the extent that the Annuitant has received such benefit payments and shall forthwith pay such amounts so received to the Plan within ten (10) days of receipt.

If the Plan inadvertently pays to the Alternate Payee any benefit that is actually payable to the Annuitant, the Alternate Payee shall immediately reimburse the Plan to the extent that he or she has received such benefit payments and shall forthwith pay such amount so received to the Plan within ten (10) days of receipt.

16. EFFECT OF PLAN TERMINATION

If the Plan is terminated, the Alternate Payee shall be entitled to receive his or her portion of the Participant's benefits as stipulated herein in accordance with the Plan's termination provisions for Participants and beneficiaries.

17. CERTIFICATION OF NECESSARY INFORMATION

All payments made pursuant to this Order shall be conditioned on the certification by the Alternate Payee and the Annuitant to the Plan Administrator of such information as the Plan Administrator may reasonably require from such parties to make the necessary calculation of the benefit amounts contained herein.

Date: _____ _____

{Insert Petitioner's Name}
Petitioner

Date: _____ _____

{Insert Respondent's Name}
Respondent

ORDER

IT IS SO ORDERED:

Date: _____ _____

{Insert Judge's Name & Court}