

## Instructions

### 1. Plan

In this section, you are asked to specify the defined contribution plan under which the member's benefits are being assigned. The plan name is the Peach State Reserves 457 Plan (the "Plan").

### 2. Participant

In this section, you are asked to identify the participant whose benefits are being assigned. Fill in the following information about the participant:

- Complete name
- Current mailing address (including ZIP code)
- Social Security number
- Date of birth

### 3. Alternate Payee

In this section, you are asked to identify the alternate payee to whom the benefits are being assigned. Please fill in the following information about the alternate payee:

- Complete name
- Current Mailing Address (including ZIP code)
- Social Security number
- Date of birth
- Relationship to participant

**Note:** It is acceptable to provide the addresses, Social Security numbers, and/or dates of birth on an attached document which is cross-referenced in the Domestic Relations Order.

### 4. Definitions

The model language includes some defined terms with which you may not be familiar. These terms will be used throughout the order.

## 5. Benefit Payable to the Alternate Payee

In this section, you are asked to choose one of two options for specifying the dollar amount or percentage of the vested account balance to be paid, when it will be calculated, and whether any outstanding participant loans and earnings/losses are to be included in the alternate payee's benefit. Each option uses a different method: Option A uses a straight percentage method, and Option B uses a dollar amount method.

### Option A. Straight Percentage

Please provide the following information:

- The percentage of the participant's Vested Account Balance that is to be assigned to the alternate payee
- The date the Vested Account Balance is to be calculated (known as the valuation date). **Note: If a valuation date prior to April 25, 2011, is used, the order must specify that the valuation date is the last day of a calendar quarter. If the order does not so specify, it will be denied.**
- Whether the alternate payee's benefit will (or will not) be adjusted for earnings or losses during the period between the valuation date and the liquidation date
- Whether the participant's Vested Account Balance will (or will not) be reduced by any outstanding loans before assignment to the alternate payee

### Option B. Dollar Amount

Please provide the dollar amount of the participant's Vested Account Balance that is to be assigned to the alternate payee.

## 6. Form of Payment

This section describes the intended form of payment to the alternate payee. Plan benefits are usually paid immediately in a lump-sum cash distribution. This amount reflects any earnings and losses from the liquidation date to the date of distribution to the alternate payee.

## 7. Commencement

This section states when payment of benefits to the alternate payee will begin. Typically, the Plan permits payment to begin as soon as administratively possible following the determination that the order has been qualified..

## 8. Death Procedures

This section specifies procedures for payments of benefits under the QDRO in the event of death of either the participant or the alternate payee.

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STATE OF GEORGIA CASE # 22CV0203

COUNTY OF CHEROKEE

IN THE SUPERIOR COURT OF C

IN RE TO THE MARRIAGE OF:

Sarah KITT  
Petitioner

and

BEVAN KITT  
Respondent

### Qualified Domestic Relations Order (Defined Contribution 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 qualified under Section 401 of the Internal Revenue Code (the "Code").

This order is entered pursuant to the authority granted under the applicable domestic relations laws of the state of GEORGIA.

### 1. Plan

This order applies to the:

PEACH STATE RESERVES 401K (the "Plan").

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

### 2. Participant

The name, address, Social Security number, and date of birth of the participant are as follows:

Name: BEVAN KITT

Address: 1064 WHISPERING WOODS DR. CARTERSVILLE, GA 30114

Social Security Number: 183.68.4927

Date of Birth: 9/2/1979

### 3. Alternate Payee

The person named as alternate payee meets the requirements of the definition of alternate payee as set forth in Section 4 of this order. The alternate payee's name, address, Social Security number, date of birth, and relationship to the participant are as follows:

Name: SARAH KITT  
Address: 1064 WHISPERING WOODS DR. Canton, GA 30114  
Social Security Number: 253-81-6281  
Date of Birth: 8/1/1981  
Relationship to Participant: FORMER SPOUSE

The alternate payee shall be responsible for notifying the Plan Administrator in writing of any changes in his or her mailing address subsequent to the submission of this order.

### 4. 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.

**Liquidation Date**—The liquidation date is the date the amount assigned to the alternate payee is transferred from the participant's Vested Account Balance to a separate account established for the alternate payee in accordance with the terms of the QDRO. An assignment as of the liquidation date assigns a portion of the participant's current Vested Account Balance.

**Plan Administrator**—The State of Georgia is the Plan Administrator for the State of Georgia's employee benefit plans. The State of Georgia has contracted with Alight Solutions LLC ("Alight Solutions") to process Domestic Relations Orders in accordance with the State of Georgia's QDRO requirements. Alight's Qualified Order Team will conduct the qualification process.

**Valuation Date**—The Valuation 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 in accordance with the terms of this order. Accounts are valued on a daily basis. Prior to April 25, 2011, accounts are valued quarterly.

**Vested Account Balance**—The participant's Vested Account Balance is the dollar amount the participant has a nonforfeitable right to receive from the Plan.

## 5. Benefit Payable to the Alternate Payee

(Choose either Option A or Option B.)

### Option A. Straight Percentage

The order assigns to the alternate payee an amount equal to \_\_\_\_\_ % of the participant's Vested Account Balance under the Plan (identified in Section 1) as of \_\_\_\_\_ (insert applicable Valuation Date).

From the Valuation Date to the liquidation date, the amount assigned to the alternate payee (select one):

- Will include earnings and losses.
- Will not include earnings and losses.

The participant's Vested Account Balance (select one):

- Will be reduced by the value of outstanding loans before the alternate payee's portion of the benefit is determined.
- Will not be reduced by the value of outstanding loans before the alternate payee's portion of the benefit is determined.

OR

### Option B. Dollar Amount

This order assigns to the alternate payee an amount equal to \$ 36,150.37 of the participant's Vested Account Balance under the Plan (identified in Section 1) as of the liquidation date.

## 6. Form of Payment

The alternate payee shall receive the portion of the Plan benefits assigned to the alternate payee in a single lump-sum payment. Such amount shall be adjusted for earnings and losses from the liquidation date to the date of distribution to the alternate payee.

## 7. Commencement

The alternate payee shall be eligible to receive payment as soon as administratively reasonable following the determination that this order is a Qualified Domestic Relations Order. In no event can the alternate payee begin his or her benefit later than April 1 following the year in which the participant attains age 70½.

## 8. Death Procedures

If the participant predeceases the alternate payee prior to payment of the alternate payee's assigned benefits under the QDRO, the alternate payee's 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 Plan provisions. This order does not require the participant to name the alternate payee as the beneficiary for the benefits not assigned to the alternate payee.

In case of the death of the alternate payee prior to distribution of the alternate payee's benefits under the QDRO, the assigned benefits will be paid to the alternate payee's designated beneficiary or, if none, in accordance with Plan provisions.

## 9. Retention of Jurisdiction

This matter arises from an action for divorce 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.

## 10. Limitations

This order:

- (i) Does not require the Plan to provide any type or 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.

## 11. Taxation

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.

## 12. Constructive Receipt

If the Plan inadvertently pays to 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 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. The alternate payee must reimburse the Plan to the extent 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.

## 13. 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.

## 14. 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

By the court:

\_\_\_\_\_  
Judge's Signature