



ENTER COURT NAME, CAPTION AND DOCKET INFORMATION HERE

THIS DRO MUST BE SIGNED OR STAMPED BY THE COURT AS BEING APPROVED, OR INCORPORATED BY REFERENCE IN THE DIVORCE DECREE OR SETTLEMENT AGREEMENT

DOMESTIC RELATIONS ORDER (DRO) (PRE-RETIREMENT)

PREAMBLE

It is the intent of this Court that the provisions of this Domestic Relations Order (DRO) operate as an effective assignment to the Alternate Payee (AP) of a share of the Plan Participant’s interest in the Plan in accordance with Sections 401(a)(13)(B) and 414(p)(1)(B) of the Internal Revenue Code (IRC). This DRO is issued pursuant to the provisions of NH RSA 458 that relate to the division of marital property or any similar laws of another state.

Nothing contained in this DRO shall be construed to require the Plan to either (1) make any payments to the Alternate Payee unless this DRO is determined by the Plan to be a Qualified Domestic Relations Order (QDRO) as provided in IRC Section 414(p)(1)(A); (2) provide to the Alternate Payee any type or form of benefit that is not otherwise available to the Participant under the Plan; or (3) pay any benefits to the Alternate Payee that are required to be paid to any person pursuant to another legally valid QDRO that takes precedence over this DRO.

1. Plan. The Plan Administrator is the New Hampshire Retirement System, 54 Regional Drive, Concord, NH 03301

2. Participant.

Name:

Address:

3. Alternate Payee.

Name:

Address:

4. Marital Period. Start Date: End Date:

5. Alternate Payee's Interest. The Alternate Payee is assigned a monthly annuity benefit in either of the two options below:

a. Percentage Interest.

i. Regular Annuity. A portion of the monthly annuity benefit otherwise payable to the Participant in an amount equal to the percentage designated below.

Alternate Payee's Percentage Interest: %

The following calculation formula shall apply in determining the Alternate Payee's benefit amount based on the percentage stated above (Check one):

- No Formula (a percentage determined regardless of marital period)
- NHRS Formula (a percentage determined based on the marital period excluding future benefit accruals)
- Hodgins Formula (a percentage determined based on the marital period including future benefit accruals)

ii. Additional Annuity. The Alternate Payee is also entitled to receive the following percentage of any Additional Annuity payable to the Participant: %

b. Fixed Amount. A monthly amount equal to: \$

The Fixed Amount shall be paid for the following period of time (Check one):

- Participant's Lifetime
- Fixed Term

a. Length of Fixed Term: Months

b. Maximum Cumulative Fixed Amount: \$

6. Timing of Payments. Any monthly benefits payable to the Alternate Payee shall be made commencing with the Plan Participant's retirement. If the Participant elects a lump sum distribution of the Accumulated Contributions (as defined in RSA 100-A:1, XIX), in lieu of an annuity benefit, the provisions of Section 7 below shall apply.

7. Distribution of Accumulated Contributions. If the Participant elects to receive a lump sum distribution of Accumulated Contributions pursuant to RSA 100-A:11, prior to or in lieu of a retirement annuity, the Alternate Payee is entitled to a portion of such lump sum distribution as follows:
- A percentage of interest based on the percentage designated in Section 5.a.i. above taking into account the formula selected.
 - A fixed amount equal to the lesser of such remaining Accumulated Contributions or an amount equal to the Maximum Fixed Amount Payable minus the cumulative fixed amounts paid, each as provided in Section 5.b. above.
8. Refund of Additional Contributions. If the Participant is entitled to receive a distribution of Additional Contributions the Alternate Payee is entitled to receive a percentage of such distribution as follows: %
9. Death Benefits. Should the Participant die prior to retirement, the Alternate Payee is entitled to the following percentage of any pre-retirement lump sum death benefits payable pursuant to RSA 100-A:8 (Ordinary Death), or A:9 (Accidental Death), with the understanding that, in the event of an Accidental Death, no such lump sum benefit will be payable to the Alternate Payee if any of the beneficiaries that are statutorily designated (i.e., spouse at time of death, minor children or dependent parents) survive the Participant. (Check one)
- A percentage of interest based on the percentage designated in Section 5.a. above taking into account the formula selected.
 - _____%
10. Survivor Option Benefits. Upon retirement, the Participant is required to select one of the following survivor options pursuant to RSA 100-A:13, III and designate the Alternate Payee as the beneficiary of such survivor option. (Choose one)
- A. Maximum Benefit, No Option. The Plan Participant is prohibited from electing any survivor option.
 - B. Option 1, with a designation of the Alternate Payee as beneficiary for the percentage or amount designated in Section 7 (and 8 if applicable) with respect to the return of Accumulated Contributions (and Additional Contributions, if applicable) and interest thereon.
 - C. Option 2, with the Alternate Payee designated as the 100% beneficiary of the 100% survivor option benefit.
 - D. Option 3, with the Alternate Payee designated as the 100% beneficiary of the 50% survivor option benefit.
 - E. Option 4(A), with the Alternate Payee designated as the 100% with a pop up if the Alternate Payee predeceases the Plan Participant.
 - F. Option 4(B), with the Alternate Payee designated as the 50% beneficiary with a pop up if the Alternate Payee predeceases the Plan Participant.

- G. Option 4(C), with the Alternate Payee designated as the 100% beneficiary of the other survivor option percentage benefit as determined thereunder.
- H. The Alternate Payee is not entitled to any survivor option benefit and the Plan Participant may select the Option of his or her own choosing.

If the parties wish to designate a different option choice for any additional annuity benefit, enter the different option choice here:

The Alternate Payee shall pay _____ % of the cost of any option selected.

The optional option allowance **may** or **may not** be terminated upon the remarriage of the Alternate Payee.

11. Cost of Living Adjustment (COLA). The Alternate Payee **shall** or **shall not** be entitled to receive a pro rata share in any COLA payable by the Plan to the Participant based on the Alternate Payee's percentage benefit as specified herein in Section 5.a., it being understood that, if a Fixed Amount is specified pursuant to Section 5.b., then no amount of any COLA will be payable to the Alternate Payee.
12. Acknowledgement. The parties acknowledge that any monthly annuity benefit to which the Alternate Payee is entitled that is expressed as a percentage of the benefit the Participant is otherwise entitled to, or any survivor benefit with respect thereto, shall be determined based upon the benefit calculations as provided under RSA 100-A, *et. seq.*, taking into account any reductions thereto, including but not limited to, (a) early retirement benefits under RSA 100-A:5; (b) restoration of service under RSA 100-A:7, I; (c) offsets relating to limits on working after retirement under RSA 100-A:7, II; (d) offsets relating to the gainful occupation provisions under RSA 100-A:6, III(b)(1); (e) offsets relating to worker's compensation benefits under RSA 100-A:6; or, (f) any application of the split-benefits rules under RSA 100-A:19. In the case of any Fixed Amount payable under Section 5.b. above, in no event shall the Alternate Payee be entitled to an amount in excess of the Maximum Benefit Payable taking into account any reductions described in the previous sentence.

Dated this _____ day of _____, 20 ____ .

Participant's Signature

Alternate Payee's Signature

Attorney for Participant, if applicable

Attorney for Alternate Payee, if applicable

Attorney's Address

Attorney's Address