

Genesis Energy, LLC

QDRO APPROVAL GUIDELINES AND PROCEDURES

Genesis Energy, LLC Profit Sharing
& Retirement Savings Plan



FOR ASSISTANCE CREATING A QDRO,
VISIT QDRO.FIDELITY.COM

Fidelity QDRO Administration Group
Fax Number: 1-877-665-4284

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QDRO PROCESS SUMMARY

This summary is intended to provide an overview of the process for drafting and submitting a domestic relations order (“Order”) for review and qualification as a qualified domestic relations order (“QDRO”). Please also review the enclosed QDRO Approval Guidelines and Procedures (“QDRO Guidelines”) for additional information and items that should be considered prior to creating and submitting an Order to Fidelity for review.

Federal law prohibits the assignment or alienation of a Participant’s interest in a qualified retirement plan to another individual (refer to Section 206(d) of the Employee Retirement Income Security Act of 1974 (“ERISA”). However, an exception to this prohibition was created by the Retirement Equity Act of 1984 for assignment of retirement benefits through a QDRO.

A QDRO is a court order signed by a judge issued under a state’s domestic relations law that:

1. assigns a spouse, former spouse, child or other dependent of a participant (“Alternate Payee”) the right to receive all or a portion of a participant’s benefits; and
2. has been determined by the Plan sponsor to meet specific requirements of federal law and the provisions of the Plan.

Unless an Order meets these requirements, it will not be considered a QDRO and the terms of the Order cannot be enforced by the Plan.

Pursuant to ERISA, an Order must contain the following elements to qualify as a QDRO:

1. The applicable legal name of the Plan(s) to which the Order applies
2. The full name and last known mailing address of both the Participant and the Alternate Payee
3. The dollar amount or percentage (or clear and calculable method for determining the amount or percentage) of the award to be paid to the Alternate Payee

An Order may be drafted utilizing one of the following three methods:

1. Use the Fidelity QDRO Center at <https://qdro.fidelity.com> to answer a series of questions and create a court-ready document
2. Use the Sample Model Orders attached to the QDRO Guidelines
3. Draft a Manual Order

Individuals drafting QDROs may not rely on the Plan sponsor, Fidelity or any employees or agents of the Plan sponsor or Fidelity for advice on which type or form of QDRO is most appropriate under any particular factual situation. The contents of these QDRO Guidelines are intended for informational purposes only and should not be construed as legal advice or legal opinion. Further, this document is subject to revision at any time based upon changes in the Plan, federal law or at the direction of the Plan sponsor. It is strongly recommended that Parties consult with legal and/or financial advisors before drafting any Order.

QDRO PROCESS SUMMARY

QDRO Process Overview

1. Order Drafting by Parties*

- Parties determine the applicable Plan(s) and draft an order using one of the above listed methods
- Parties submit the order to be executed (signed by a judge and filed with the court)
- Parties send a copy of the Court-Executed Order to Fidelity at the address provided in the QDRO Guidelines or via fax (1-877-665-4284)

2. Order Receipt and Review by Fidelity

- Disbursement restrictions placed on Participant's account(s) pursuant to the QDRO Guidelines and acknowledgment letters sent to parties
- Fidelity performs qualification review pursuant to the Plan's QDRO Guidelines and applicable federal law
- Unaltered orders drafted using the Fidelity QDRO Center ("Web-Drafted Orders") are reviewed within 10 business days, and Manual Orders (including the Sample Model Orders contained within these QDRO Guidelines) are reviewed within 30 business days

3. Next Steps (If Order is Non-Qualified)

- Fidelity sends a letter to all parties detailing the reasons for non-qualification and providing next steps
- Parties must amend the Order and start the process from the beginning at Step 1

3. Account Transfer by Fidelity (If Order is Qualified)

- The Alternate Payee's award is transferred to a separate account in his/her name
- Fidelity sends a qualification letter to the appropriate parties once the transfer is complete and the Alternate Payee's separate account has been established
- This process may take up to an additional 10 business days to be completed

*Please note that a fee for the review to determine whether an Order is a QDRO may be assessed to the Participant and/or Alternate Payee. Please review the enclosed QDRO Guidelines when drafting an Order for additional information regarding review fees, as applicable.

QDRO APPROVAL GUIDELINES AND PROCEDURES

These QDRO Approval Guidelines and Procedures (“QDRO Guidelines”) are designed to assist in the preparation of a domestic relations order (“Order”) that meets the requirements of federal law and the provisions of the Plan. In the following sections, you will find information that should be considered in drafting a Qualified Domestic Relations Order (“QDRO”). For more details about the various features of the Plan, please refer to the applicable Summary Plan Description (“SPD”).

Federal law prohibits the assignment or alienation of a Participant’s interest in a qualified retirement plan to another individual (refer to Section 206(d) of the Employee Retirement Income Security Act of 1974 (“ERISA”). However, an exception to this prohibition was created by the Retirement Equity Act of 1984 for assignment of retirement benefits through a QDRO.

A QDRO is a court order signed by a judge issued under a state’s domestic relations law that:

1. assigns a spouse, former spouse, child or other dependent of a Participant (“Alternate Payee”) the right to receive all or a portion of a Participant’s benefits; and
2. has been determined by the Plan sponsor to meet specific requirements of federal law and the provisions of the Plan.

Unless an Order meets these requirements, it will not be considered a QDRO and the terms of the Order cannot be enforced by the Plan.

For purposes of the Plan, a Participant is considered to be married if the Participant is married to a person who is considered to be the Participant’s spouse for federal income tax purposes.

To get started, refer to the “QDRO Process Summary” enclosed with these QDRO Guidelines for a high-level overview of the process for drafting and submitting an Order for review. Note that an Order may be drafted either:

- **Using the Fidelity QDRO Center website, or**
- **Manually**

FOR ASSISTANCE CREATING A QDRO, VISIT [QDRO.FIDELITY.COM](https://qdro.fidelity.com)

The Fidelity QDRO Center is a website that assists individuals in the preparation of Orders and is tailored to meet the requirements of the Plan, ERISA, and the Internal Revenue Code (the “Code”). The Fidelity QDRO Center provides access to a Glossary of Terms, Frequently Asked Questions and each Plan’s QDRO Guidelines.

The Fidelity QDRO Center may be accessed at <https://qdro.fidelity.com>. After registering, users will answer a series of questions designed to assist in the creation of an Order.

Note: The Fidelity QDRO Center website is a drafting tool only. Use of the Fidelity QDRO Center does not result in an electronic submission of an Order to Fidelity. Orders created using the Fidelity QDRO Center must be printed and submitted to Fidelity in accordance with these QDRO Guidelines.

Individuals drafting QDROs may not rely on the Plan sponsor, Fidelity or any employees or agents of the Plan sponsor or Fidelity for advice on which type or form of QDRO is most appropriate under any particular factual situation. The contents of these QDRO Guidelines are intended for informational purposes only and should not be construed as legal advice or legal opinion. Further, this document is subject to revision at any time based upon changes in the Plan, federal law or at the direction of the Plan sponsor. It is strongly recommended that Parties consult with legal and/or financial advisors before drafting any Order.

QDRO APPROVAL GUIDELINES AND PROCEDURES

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1. DEFINITION OF TERMS

A. TYPES OF ORDERS

- ❖ **Domestic Relations Order (“Order”)**: A judgment, decree, or order (including the approval of a property settlement) that is made pursuant to state domestic relations law and that relates to the provision of child support, alimony payments, or marital property rights for the benefit of a spouse, former spouse, child, or other dependent of a Participant.
- ❖ **Qualified Domestic Relations Order (“QDRO”)**: An Order that has been determined by the Plan sponsor to meet specific requirements of federal law and the provisions of the Plan.
- ❖ **Initial Draft Order**: An Order that has not been executed by a United States court of competent jurisdiction and is the first Order received by Fidelity in connection with the domestic relations proceeding.
- ❖ **Court-Executed Order**: An Order that has been executed by a United States court of competent jurisdiction.
- ❖ **Amended Order**: A Court-Executed Order or draft Order that is submitted subsequent to an Order previously received by Fidelity.
- ❖ **Superseding Order**: A Court-Executed Order submitted subsequent to a qualified Order with the intent to change the terms of a previously qualified Order.
- ❖ **Order to Vacate**: A Court-Executed Order which cancels or nullifies a previously qualified Order.
- ❖ **Combination Order**: An Order naming two or more Defined Benefit and/or Defined Contribution Plans sponsored by the same Plan sponsor for which Fidelity provides QDRO qualification services. For combination Orders, the provisions pertaining to each individual plan named in the Order must qualify under the applicable QDRO Guidelines before the Order can be considered qualified.

B. OTHER TERMS

- ❖ **Participant**: A member of an employer-sponsored retirement plan.
- ❖ **Alternate Payee**: A spouse, former spouse, child or other dependent of a Participant who is recognized as having a right to receive some or all of the benefits of the Participant's qualified retirement plan.
- ❖ **Parties**: The Participant and the Alternate Payee.
- ❖ **Valuation Date**: The date as of which the Participant's account is valued for purposes of calculating the Alternate Payee's award.
- ❖ **Date of Segregation**: The date on which the Alternate Payee's award is transferred from the Participant's account into a separate plan account established in the name of the Alternate Payee.
- ❖ **Web-Drafted Order**: An Order created using the drafting tool on the Fidelity QDRO Center website (<https://qdro.fidelity.com>) and containing a unique tracking number.
- ❖ **Manual Order**: An Order drafted using the Fidelity QDRO Center website but subsequently altered, or an Order drafted manually, including the Sample Model Orders attached in these QDRO Guidelines.
- ❖ **Joinder**: A legal document issued under the jurisdiction of a state court which results in the addition of parties, such as an employee benefit plan, to an existing lawsuit for divorce or legal separation.
- ❖ **Restraining Order**: A legal document, namely a court order that prohibits a party from withdrawing, borrowing, or making any changes to an employee benefit for a given individual. The Restraining Order is typically used as part of a divorce proceeding to prevent either party from changing the financial status quo of the marriage once the divorce action commences.
- ❖ **Qualified Order**: An Order submitted for review that meets the requirements for qualification as a QDRO.
- ❖ **Non-Qualified Order**: An Order submitted for review that fails to meet the requirements for qualification as a QDRO.
- ❖ **Posthumous Order**: An Order submitted after the death of the Participant.
- ❖ **Summary Plan Description ("SPD")**: A document that the Plan sponsor is required to provide to each participant and beneficiary receiving benefits that summarizes their rights and benefits along with the obligations of the Plan.
- ❖ **Addendum**: An information sheet generated as an attachment to an Order created using the Fidelity QDRO Center website (<https://qdro.fidelity.com>). The Addendum contains the same information as the QDRO Information Sheet in these QDRO Guidelines.
- ❖ **Court Certified Order or True Copy**: A Court-Executed Order containing a court clerk's stamp or seal indicating the Order is a certified copy or a true copy and the signature of the judge (or other court official).

QDRO APPROVAL GUIDELINES AND PROCEDURES

2. BASIC ELEMENTS OF AN ORDER

A. PLAN NAME

The Order must clearly specify the name of the Plan(s) to which it applies. A minor variation on the exact Plan name will be accepted if Fidelity can clearly determine the Plan to which the Order applies. The legal name of the Plan to which these QDRO Guidelines apply is:

Genesis Energy, LLC Profit Sharing & Retirement Savings Plan

B. PARTICIPANT AND ALTERNATE PAYEE INFORMATION

1. The Order must contain the following information:

- Full name of the Participant and the Alternate Payee
- Last known mailing address of the Participant and the Alternate Payee

Failure to provide the above information will result in non-qualification of the Order.

Note: If the Order pertains to child support, the minor child(ren) must be named as the Alternate Payee(s). The Order must also provide the name and address of the Alternate Payee's legal representative (i.e., guardian or a party acting in loco parentis).

2. The date of birth and social security number of both the Participant and the Alternate Payee may be provided under separate cover. Failure to include this information with the Order will delay the distribution to the Alternate Payee, but will not cause the Order to be non-qualified.

Note: The social security number provided for the Alternate Payee upon submission of the Order will be used in the establishment of the separate account for the Alternate Payee. If any indicative information (including the social security number) submitted is incorrect, the plan procedures for correcting such information must be followed.

C. VALUATION DATE

The Valuation Date is the date as of which the Participant's account is valued for purposes of calculating the Alternate Payee's award.

1. The Order should state a single Valuation Date to be used for determining the Alternate Payee's award.
2. The earliest Valuation Date available for the Plan is **December 31, 2003**.
3. The Order must use a Valuation Date which is both:
 - On or after the earliest Valuation Date available for the Plan; and
 - On or after the date on which the Participant's account balance in the Plan first became available on Fidelity's recordkeeping system

Note: If the Valuation Date stated in the Order falls on a non-business day or a day that the New York Stock Exchange ("NYSE") is closed, Fidelity will use the account balance as of the previous business day.

4. If the Order is silent regarding the Valuation Date, the Date of Segregation will be used as the Valuation Date. The Date of Segregation is the date on which the Alternate Payee's award is transferred from the Participant's account into a separate plan account established in the name of the Alternate Payee.
5. Any Order that states a Valuation Date prior to the earliest Valuation Date available for the Plan, or any Order for which the Valuation Date is unclear will be non-qualified.

If the Parties wish to determine the Alternate Payee's award as of a date prior to the earliest Valuation Date available for the Plan, they must take the following actions:

- obtain the necessary plan account information from either their own records or those of the Plan's prior recordkeeper;
- calculate the specific dollar amount of the Alternate Payee's award, adjusting for earnings if applicable; and
- submit an Order that states the award as a flat dollar amount as calculated by the Parties.

D. AMOUNT OF THE ALTERNATE PAYEE'S AWARD

1. The Order must assign the Alternate Payee either a percentage or a specific flat dollar amount of the Participant's total vested account balance as of the Valuation Date.
2. The Participant's total vested account balance must be sufficient to satisfy the Alternate Payee's award both on the Valuation Date and the Date of Segregation. If the Participant's total vested account balance is not sufficient on both dates, the Order will be non-qualified.
3. The Alternate Payee's award will be based on only vested assets in the Participant's account. Any Order which attempts to assign non-vested assets will be non-qualified.
4. If the amount of the Alternate Payee's award is not clear and calculable, the Order will be non-qualified.

E. EARNINGS

1. The Order should indicate whether the Alternate Payee's award is entitled to earnings (defined as gains, losses, dividends and interest) from the Valuation Date to the Date of Segregation.
2. If the Order states that the Alternate Payee's award is entitled to earnings, the earnings calculation will be based upon the investments held in the Participant's account. In accordance with the Plan's procedures, earnings on the Alternate Payee's award will be calculated from the Valuation Date to the Date of Segregation.
3. If the Order is silent regarding earnings, the Alternate Payee will not be entitled to earnings on his/her award from the Valuation Date to the Date of Segregation.
4. Any Order that is unclear regarding the treatment of earnings on the Alternate Payee's award will be non-qualified.

F. PARTICIPANT LOANS

1. The Order should indicate whether the value of any outstanding loans on the Valuation Date should be included in calculating the Alternate Payee's Award.
2. The Alternate Payee's award will be transferred from the vested liquid balance in the Participant's account. The Alternate Payee's award cannot be transferred from the Participant's outstanding loan balance(s) and the Participant's loan liability cannot be transferred to the Alternate Payee.
3. If the Order is silent regarding the treatment of loans, the value of the Participant's outstanding loan balance(s) as of the Valuation Date will not be included for purposes of calculating the award.
4. Any Order that is unclear regarding the treatment of loans in determining the Alternate Payee's award will be non-qualified.
5. If the Participant's vested liquid balance is insufficient to fund the Alternate Payee's award, the Order will be non-qualified.

Example:

Alternate Payee's award defined in the Order: **50%**

- **If Loans are Included:**

Award = 50% (\$50,000.00 + \$10,000.00)
= 50% (\$60,000.00) = **\$30,000.00**

- **If Loans are NOT Included or SILENT:**

Award = 50% (\$50,000.00) = **\$25,000.00**

Note: Participant statements report outstanding loan balances as a separate line item from the total vested account balance, which is the vested liquid balance in the Plan. A Participant's total interest in the Plan is the sum of the total vested account balance and the outstanding loan balance shown on the statement.

Your Account Summary	
Statement Period:	1/1/2015 to 1/1/2015
<hr/>	
Beginning Balance	\$49,900.00
Change in Market Value	\$100.00
Ending Balance	\$50,000.00
Additional Information	
Vested Balance	\$50,000.00
Outstanding Loan Balance	\$10,000.00
<hr/>	
<i>Loans are an asset of your account but are not included in your ending balance or reflected in your asset allocation.</i>	

G. ALTERNATE PAYEE DISTRIBUTION

The Alternate Payee may select from the distribution options available to Alternate Payees at the time he/she elects to receive a distribution. Any Order that states otherwise will be non-qualified.

H. COMMENCEMENT OF THE ALTERNATE PAYEE'S AWARD

If the Parties wish for the Alternate Payee to receive a distribution as soon as administratively feasible, the Order must specifically state that the Alternate Payee is entitled to receive a distribution as soon as administratively feasible following the qualification of the Order and segregation of the Alternate Payee's award.

If the Order is silent regarding this issue, the Alternate Payee may not receive a distribution prior to the earliest date upon which the Participant is eligible to receive a distribution.

I. TRANSFER OF THE AWARD FROM THE PARTICIPANT'S ACCOUNT

The Alternate Payee's award must be transferred proportionally from all standard plan investment options in the Participant's account(s) as of the Date of Segregation. Following account segregation, the Alternate Payee will have the right to select from the standard plan investment options in his/her separate account. Orders that provide otherwise will be non-qualified.

Under the Plan, BrokerageLink is not considered to be a standard plan investment option.

Note: If there are insufficient funds in the standard plan investment options to satisfy the Alternate Payee's award, the liquidation of the Participant's BrokerageLink account will be effectuated using a last in, first out methodology until sufficient assets have been obtained to satisfy the Alternate Payee's award. Orders that provide otherwise will be non-qualified.

J. ALLOCATION OF TAX COST BASIS TO THE ALTERNATE PAYEE

The allocation of tax cost basis to the Alternate Payee will be calculated based on the contribution sources in the Participant's account(s) as of the Valuation Date. Pursuant to Section 72(m)(10) of the Code, the tax cost basis of the investment options in the Participant's account(s) must be transferred to the Alternate Payee proportionally from all contribution sources. The Order cannot specify that the Alternate Payee's award will be transferred from a specific contribution source (e.g., the after-tax source only). Orders that provide for this will be non-qualified. If the Participant's contribution sources on the Date of Segregation are not sufficient to transfer a proportional share of the tax cost basis to the Alternate Payee, the Order will be non-qualified.

K. TAXATION

The rules of federal taxation may not be changed by agreement of the Parties in an Order. As required by the Code, an Alternate Payee who is a spouse or former spouse of the Participant is responsible for any taxes resulting from the Alternate Payee's account distribution. If the Alternate Payee is a child or dependent of the Participant, the distribution will be taxable to the Participant. The Order will be non-qualified if it states otherwise.

L. DEATH OF ALTERNATE PAYEE AND BENEFICIARY DESIGNATION

To the extent allowed by the Plan, all beneficiary designations must be made after qualification of the Order and segregation of the award into a separate account for the Alternate Payee pursuant to the administrative procedures established for the Plan. Any provision attempting to grant the Alternate Payee the right to designate a beneficiary or any actual beneficiary designation will be disregarded, but will not cause the Order to be non-qualified.

M. DEATH OF PARTICIPANT AND BENEFICIARY DESIGNATION

The Alternate Payee's right to his/her award will not be affected by the death of the Participant after qualification of the Order.

The Participant must submit any beneficiary designation pursuant to the procedures established for the Plan. Any beneficiary designation contained in the Order, including an attempt to retain the Alternate Payee as beneficiary, will be disregarded. Upon the Participant's death, the most recent valid beneficiary designation will be honored by the Plan.

QDRO APPROVAL GUIDELINES AND PROCEDURES

3. PROCEDURAL INFORMATION

A. ACKNOWLEDGMENT LETTERS

Fidelity will acknowledge receipt of all QDRO-related documents in writing to the Participant and the Alternate Payee.

A free copy of the QDRO Guidelines will be provided upon request. A copy of the QDRO Guidelines may be requested by calling the Benefits Service Center. In addition, the QDRO Guidelines are available through the Fidelity QDRO Center website: <https://qdro.fidelity.com>.

B. ORDERS ACCEPTED FOR REVIEW

Fidelity will accept an authentic photocopy or original* of a Court-Executed Order. The Order must be executed by a United States court (or other U.S. court having proper jurisdiction**) and show proof of filing with the court. Failure to provide proof of filing will delay the distribution to the Alternate Payee, but will not cause the Order to be non-qualified.

A Court-Executed Order with proof of filing should contain a court clerk's stamp or seal indicating that the Order is a certified copy or a true copy and the signature of the judge or other court official.

* **Note:** Any original documentation submitted to Fidelity may be disposed of after the applicable retention period for such documentation. Therefore, original documents sent to Fidelity may not be available to be returned to the sender. Parties are strongly encouraged to submit non-original documentation to Fidelity for QDRO purposes.

** **Note:** The Order must be submitted in the English language.

The following Orders may be submitted to Fidelity for review:

1. Any Court-Executed Order relating to the provision of child support, alimony payments, or marital property rights made pursuant to state domestic relations law and filed with the appropriate court clerk's office

Note: A divorce decree may be submitted for review but must meet all the requirements for a QDRO in order to be qualified.

2. A signed Order or Notice from a state child support enforcement agency
3. A draft Amended Order

Note: After a draft Amended Order has been reviewed, the next Order submitted for review must be a Court-Executed Order.

4. A Combination Order

Note: The provisions pertaining to each individual Plan named in the Order must qualify under the QDRO Guidelines before the Order can be considered qualified.

C. ORDERS NOT ACCEPTED FOR REVIEW

The following Orders will not be reviewed:

1. An Initial Draft Order
2. An Order that references a Plan for which Fidelity does not provide QDRO review and qualification services

D. QUALIFICATION OF THE ORDER

1. If the Order is qualified, the Alternate Payee's award will be segregated from the Participant's account(s) into a separate account established in the Alternate Payee's name and a qualification letter will be sent to the Parties. The Alternate Payee's qualification letter will contain information about the award and instructions for contacting the Benefits Service Center.
2. Any distribution of the Alternate Payee's account must be initiated in accordance with the administrative procedures for the Plan. Any rollover and/or distribution instructions contained within the Order will be disregarded.

Note: The social security number provided for the Alternate Payee upon submission of the Order will be used in the establishment of the separate account for the Alternate Payee. If any indicative information (including the social security number) submitted is incorrect, the plan procedures for correcting such information must be followed.

E. NON-QUALIFICATION OF THE ORDER

1. If an Order does not meet the requirements of ERISA, the Code and the Plan's QDRO Guidelines, it will be non-qualified and the Parties will be notified in writing. The non-qualification letter will include the reasons for non-qualification and will provide the Parties with further information regarding requirements for qualification.
2. Subsequent to the determination that a Court-Executed Order is non-qualified, one draft Amended Order may be provided to Fidelity for review.

Note: Once an Order has been determined to be non-qualified, the determination is considered to be final and such Order will not be subsequently reviewed.

F. JOINDERS

1. A Joinder is a legal document issued under the jurisdiction of a state court that results in the addition of parties, such as an employee benefit plan, to an existing lawsuit for divorce or legal separation. A Joinder may be signed by a judge or a court clerk.
2. Upon receipt of a Joinder naming the Plan, Fidelity will place a disbursement restriction on the Participant's account(s). Fidelity will acknowledge receipt of the Joinder and notify the parties named in the document of the restriction on the account(s) in writing. Fidelity will then forward the Joinder to the Plan sponsor for response. All communication to the court and the Parties regarding the Joinder are the responsibility of the Plan sponsor.

G. PLACEMENT OF DISBURSEMENT RESTRICTIONS

1. Fidelity will place a disbursement restriction on the Participant's account(s) and the Alternate Payee's account(s) if applicable, upon receipt of any of the following:
 - A Court-Executed Order
 - A Court-Executed Amended Order
 - A Joinder
 - Written direction from the Plan sponsor
 - A letter of dispute
2. If any of the above-referenced documents are unclear with respect to the Plan to which it applies, a disbursement restriction will be placed on each of the Participant's account(s) for which Fidelity provides QDRO review and qualification services.
3. Until any applicable disbursement restrictions are removed, the Participant or Alternate Payee will be unable to initiate withdrawals or distributions from his/her account(s). However, if currently eligible, the Participant and Alternate Payee, if applicable, may continue to direct the investment of future contributions and existing balances in their respective accounts.

H. REMOVAL OF DISBURSEMENT RESTRICTIONS

Note: Any document received requesting to remove a disbursement restriction must contain the name of the Plan(s) to which it applies, as well as the full name of the Participant and the Alternate Payee.

A disbursement restriction resulting from one of the above-mentioned documents will remain on the Participant's account(s) and the Alternate Payee's account(s), if applicable until one of the following occurs:

1. ORDER

1. Receipt of a Court Order directing the removal of the restriction on the account; or
2. Receipt of a Court Order vacating a previously received Court-Executed Order, the receipt of which caused the disbursement restriction to be placed on the Participant's account(s); or
3. The qualification of an Order, segregation of the award from the Participant's account(s), and the establishment of an account in the Alternate Payee's name; or
4. Receipt of a notarized document signed by the Alternate Payee, requesting the removal of the restriction from the Participant's account(s) or receipt of a notarized document signed by the Participant, requesting the removal of the restriction from the Alternate Payee's account; or
5. The expiration of the 45-day period following the dispute of a previously qualified Order; or
6. Receipt of written direction from the Plan sponsor.

2. JOINDER

1. Receipt of a Court Order directing the removal of the restriction on the account; or
2. The qualification of an Order, segregation of the award from the Participant's account(s), and the establishment of an account in the Alternate Payee's name; or
3. Receipt of a Court document releasing the Joinder on the Plan if the disbursement restriction resulted from a Joinder; or
4. Receipt of written direction from the Plan sponsor.

3. RESTRAINING ORDER

1. Receipt of a Court Order directing the removal of the Restraining Order on the account; or
2. Receipt of written direction from the Plan sponsor.

I. DISPUTES

Parties disputing a QDRO qualified by Fidelity should follow the procedures outlined below*:

1. All disputes and requests for explanation must be made in writing and faxed to 877-665-4284 or mailed to Fidelity's QDRO Administration Group at the address provided in these QDRO Guidelines.
2. Fidelity will acknowledge receipt of a dispute in writing and will place temporary disbursement restrictions on both the Participant's and the Alternate Payee's account.
3. Fidelity will research whether the terms of the Order were complied with and will send written notice to the Parties of the dispute determination.
4. If Fidelity has not complied with the terms of the Order, corrective action will be taken and disbursement restrictions will be removed immediately unless the disbursement restriction is otherwise necessary.
5. If Fidelity complied with the terms of the Order, the disbursement restrictions will remain on the applicable account(s) for 45 days from the date of the dispute determination letter unless the Parties take additional action. To extend the disbursement restriction timeframe, the Parties may submit either a Court-Executed Amended Order** or written notification that the Parties intend to proceed with an action in court.
6. If a Court-Executed Amended Order or other appropriate documentation is not received within 45 days, the disbursement restrictions on the Participant's and the Alternate Payee's account(s) will be removed and the terms of the original qualified Order will be honored. Alternatively, if a Court-Executed Amended Order or other appropriate documentation is received within 45 days, the disbursement restrictions on the Participant's and the Alternate Payee's account will remain until one of the conditions for removal of disbursement restrictions has been met.

*These procedures may not apply if either the Participant or the Alternate Payee has taken a distribution and Fidelity has complied with both the Order and the QDRO Guidelines, or if an Order has not yet been qualified. In such cases, the disputing Party may need to seek relief outside the Plan.

Note: If a notification of dispute is received prior to the Order being qualified, the review of the Order will be suspended for 30 days pending receipt of a Court-Executed Amended Order** or a properly signed and notarized request to withdraw the Order from review.

Note: Parties disputing a QDRO qualified by an entity (prior recordkeeper or third party administrator) other than Fidelity should contact the Plan sponsor.

**See Section J, "CHANGING OR WITHDRAWING AN ORDER" for more information.

J. CHANGING OR WITHDRAWING AN ORDER

1. SUPERSEDING ORDER

If the Parties wish to make a change to a previously qualified Order or award an additional amount to the Alternate Payee, they may do so by submitting a Court-Executed Amended Order to supersede the prior Order. The Superseding Order must meet the following requirements to avoid non-qualification:

- Must be submitted subsequent to a qualified Order;
- Must name the Plan(s) to which it applies;
- Must reference the name and execution date of the previously qualified Order it is intended to supersede*;
- State whether the Court-Executed Amended Order is intended to:
 - a) Supersede the previously qualified Order; or
 - b) Assign an award in addition to the previously qualified Order.

***Note:** The Superseding Order may state that the intent is to supersede all previously qualified orders for the applicable Plan(s).

2. ORDER TO VACATE

If the Parties wish to vacate a previously qualified Order, the Order to Vacate must meet the following requirements to avoid non-qualification:

- Must name the Plan(s) to which it applies;
- Must reference the name and execution date of the applicable previously qualified Order;
- State that it is intended to vacate the previously qualified Order.

3. WITHDRAWING AN ORDER SUBMITTED FOR REVIEW

If the Parties wish to withdraw an Order before it has been reviewed, Fidelity must receive written notification of the request prior to review of the Order. Such notice will be accepted only if received by Fidelity before the review of the Order. All requests to withdraw an Order from review must be submitted to Fidelity in writing, containing notarized signatures of both the Participant and the Alternate Payee.

QDRO APPROVAL GUIDELINES AND PROCEDURES

4. ORDER REVIEW FEES

A FEE IS ASSESSED FOR ORDERS REVIEWED BY FIDELITY*

In accordance with D.O.L. Field Assistance Bulletin 2003-3, for defined contribution Orders received by Fidelity, the fee for the review to determine whether the Order is a QDRO will be assessed to the Participant and/or the Alternate Payee.

The Order review fees are as follows:	
For Orders drafted using the Fidelity QDRO Center website <u>with no modifications</u>	\$ 300
For Orders <u>not</u> drafted using the Fidelity QDRO Center website, including the Sample Model Orders attached in these QDRO Guidelines	\$1,200
For Orders drafted using the Fidelity QDRO Center website <u>but subsequently altered</u>	\$1,200
For Orders naming two or more plans sponsored by the same Plan sponsor for which Fidelity provides QDRO qualification services.**	\$1,800

**** Note:** For an Order that references multiple plans, the applicable Order review fee will be split evenly across all plans named in the Order as appropriate. An Order referencing multiple plans cannot be drafted using the Fidelity QDRO Center website.

The following information relates to the assessment of the Order review fee:

1. The Order may specify the division of the Order review fee between the Participant and the Alternate Payee.
2. The Order review fee is charged upon the completion of the review and determination of qualification or non-qualification of the Order.
3. If the first Order submitted for review is determined to be non-qualified, 100% of the Order review fee will be deducted from the Participant's account. Following the qualification of a subsequent Court-Executed Amended Order, a fee adjustment will be processed so that 50% of the Order review fee is deducted from the Alternate Payee's account and reimbursed to the Participant's account, unless the qualified Court-Executed Amended Order states otherwise, and provided there are sufficient funds in both accounts to divide the Order review fee in this manner.
4. If the Order is qualified upon first review, and does not specify the Order review fee allocation between the Participant and the Alternate Payee, or if the language in the Order is unclear regarding the allocation of the Order review fee between the Participant and the Alternate Payee, 50% of the Order review fee will be deducted from the Participant's account and 50% of the Order review fee will be deducted from the Alternate Payee's account, provided there are sufficient funds in both accounts to divide the fee in this manner.
5. After qualification of the Order, if the Participant's remaining account balance is insufficient to fund the amount of the Order review fee assigned to the Participant, it will be deducted from the Participant's account to the extent possible and the balance of the Order review fee will be deducted from the Alternate Payee's account. Likewise, if the Alternate Payee's account balance is insufficient to fund the amount of the Order review fee assigned to the Alternate Payee, it will be deducted from the Alternate Payee's account to the extent possible and the balance of the Order review fee will be deducted from the Participant's account.
6. The Order review fee adjustment, if applicable, will be a current transaction as of the date of the adjustment.
7. The Order review fee will be deducted from the investment options in the applicable account(s) according to the plan-level fee method in effect as of the date the Order review fee is deducted.

*Please note that fees are subject to change in accordance with the client's services agreement with Fidelity.

QDRO APPROVAL GUIDELINES AND PROCEDURES

5. CONTACT INFORMATION

Plan sponsor: Genesis Energy, LLC
Recordkeeper & QDRO Service Provider: Fidelity Workplace Services, LLC

A. FIDELITY QDRO CENTER WEBSITE

Basic information about QDROs and copies of the QDRO Guidelines may be obtained through the Fidelity QDRO Center website: <https://qdro.fidelity.com>.

B. TELEPHONE NUMBER

Fidelity's Benefits Service Center: **1-800-890-4015**

C. MAILING ADDRESSES

1. Plan Sponsor Mailing Address:

The following documents should be sent to the Plan sponsor at the below address:

- Requests for Summary Plan Description
- Letters of dispute pertaining to Orders previously qualified by an entity other than Fidelity (prior recordkeeper or other third party administrator)

Genesis Energy, LLC
919 Milam Street, Suite 2100
Houston, TX 77002

2. Fidelity Mailing Address:

a) The following non-QDRO related documents should be sent to Fidelity at the below address:

- Subpoenas and Restraining Orders
- Address and/or name change requests

Fidelity Workplace Services, LLC
P.O. Box 770001
Cincinnati, OH 45277-0066
ATTN: Genesis Energy, LLC - Operations

b) QDRO-related documents may be sent to Fidelity at the below address or faxed to Fidelity's QDRO Administration Group at **1-877-665-4284**.

Fidelity Workplace Services, LLC
QDRO Administration Group
P.O. Box 770001
Cincinnati, OH 45277-0066
ATTN: Genesis Energy, LLC

6. SAMPLE MODEL ORDERS

Genesis Energy, LLC

The following Model Orders are SAMPLES and are provided as a courtesy only. Neither the Plan sponsor nor any of its subsidiaries, agents, employees or consultants, nor Fidelity, is authorized to give financial, tax or legal advice; and make no representation as to the sufficiency or legal consequences of the Sample Model Orders under applicable federal or state law. You should not use these Sample Model Orders without consulting your financial, tax and/or legal advisors.

Fidelity QDRO Administration Group

Fax Number: 1-877-665-4284

QDRO Website: <https://qdro.fidelity.com>

Fidelity's Benefit Service Center: 1-800-890-4015

A domestic relations order is an Order signed by a Judge relating to the provision of child support, alimony payments, or marital property rights made pursuant to a state domestic relations law.

For purposes of the Plan, a Participant is considered to be married if the Participant is married to a person who is considered to be the Participant's spouse for federal income tax purposes.

The disposition of qualified plan benefits in domestic relations proceedings involves complex rights, legal and tax issues. The following pages include Sample Model Orders that demonstrate example methods of dividing plan benefits. Other methods are available and these Sample Model Orders may not be appropriate for your particular circumstances.

Inclusion of Personal Data

Some state courts prohibit the inclusion of certain personal information in court documents that will become public record. The Parties may provide dates of birth and social security numbers under separate cover in the event that this information is not included in the Order. Failure to include this information will not cause the Order to be non-qualified; however, it will delay the establishment of the Alternate Payee's separate account.

Note: Parties may use the QDRO Information Sheet contained in these QDRO Guidelines to supply this information to Fidelity.

Note: These Sample Model Orders are not Web-Drafted Orders, and are considered Manual Orders.

Formats Available:

- 1) Sample Model Order – Marital Property / Alimony Payments
- 2) Sample Model Order – Child Support

SAMPLE MODEL ORDER

Petitioner _____) Court of _____
and _____) County of _____
Respondent _____) State of _____
_____) CASE NO. _____

STIPULATED QUALIFIED DOMESTIC RELATIONS ORDER

WHEREAS this Court has jurisdiction over Petitioner and Respondent and the subject matter of this Order pursuant to *(insert appropriate citation of State domestic relations law and statute(s) relating to the provision of child support, alimony payments, or marital property rights)* _____; and

WHEREAS Petitioner, Respondent and the Court intend that this Order shall be a Qualified Domestic Relations Order (hereinafter referred to as a "QDRO") as defined in Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Section 414(p) of the Internal Revenue Code of 1986, as amended (the "Code"); and,

WHEREAS Petitioner and Respondent have stipulated that the Court enter this Order.

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE COURT as follows:

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

- (a) **Participant** shall mean _____ (First / M.I. / Last)
whose current address is _____ (Street Address, Apt. #)
_____ (City / State / Zip Code)
- (b) **Alternate Payee** shall mean _____ (First / M.I. / Last)
whose current address is _____ (Street Address, Apt. #)
_____ (City / State / Zip Code)

Please submit the Participant's and the Alternate Payee's date of birth and social security number on the attached QDRO Information Sheet.

(c) **Plan** shall mean: **Genesis Energy, LLC Profit Sharing & Retirement Savings Plan**

(d) **Plan sponsor** shall mean: **Genesis Energy, LLC**

(e) This Order is to be reviewed **only** as it relates to plans on Fidelity's QDRO Review Service.

- 2. The Alternate Payee is the **(check one)**: **Spouse.** **Former Spouse.**
- 3. This Order relates to **(check one)**: **Marital Property Rights.** **Alimony Payments.**
- 4. The Participant and the Alternate Payee are/were considered married for federal income tax purposes.
- 5. The Participant and the Alternate Payee's **Marital History**:
Date of Marriage: _____ (mm/dd/yyyy)
Date of Legal Separation: _____ (mm/dd/yyyy) (if applicable)
Date of Divorce: _____ (mm/dd/yyyy) (if applicable)

6. The **Valuation Date** for the purposes of calculating the Alternate Payee's award shall mean (**check and complete only one**):
- _____ (**mm/dd/yyyy**) **Date of Segregation**
7. The Alternate Payee's interest in the Plan shall be (**check and complete only one**):
- _____ (**insert a percentage**) % of the Participant's total vested account balance under the Plan as of the Valuation Date stated above.
- _____ (**insert a dollar amount**) of the Participant's total vested account balance under the Plan as of the Valuation Date stated above.
8. The Alternate Payee's award (**check only one**): **IS** **IS NOT entitled** to earnings (defined as gains, losses, dividends and interest) from the Valuation Date to the date that the award is segregated from the Participant's account.
9. In the event that there is an outstanding loan balance as of the Valuation Date, the outstanding loan balance (**check only one**): **WILL** **WILL NOT** be included for purposes of calculating the total vested account balance to be divided.
10. To the extent allowed by the Plan, the Alternate Payee may initiate a distribution of the award as soon as administratively feasible following the qualification of this Order and segregation of the Alternate Payee's award. The distribution must be made in accordance with the administrative procedures established for the Plan.
11. The Alternate Payee's award will be transferred proportionally from all standard plan investment options in which the Participant's account is invested as of the Date of Segregation (not including BrokerageLink). In the event that the Participant has a BrokerageLink account and there are insufficient funds in the standard plan investment options in the Participant's Plan account balance to satisfy the Alternate Payee's award, the Participant's BrokerageLink account will be liquidated (using a last in, first out methodology) until sufficient assets have been obtained to satisfy the Alternate Payee's award.
12. The allocation of the tax cost basis to the Alternate Payee will be calculated based on the contribution sources in the Participant's account(s) as of the Valuation Date. Pursuant to Section 72(m)(10) of the Code, the tax cost basis of the investment options in the Participant's account(s) must be transferred to the Alternate Payee proportionally from all contribution sources.
13. In the event of the Alternate Payee's death after the qualification of this Order, either prior to or subsequent to the segregation of assets for the Alternate Payee, the Alternate Payee's award will be distributed pursuant to the administrative procedures established for the Plan. To the extent allowed by the Plan, all beneficiary designations will be made after the qualification of the Order and segregation of the award into a separate account for the Alternate Payee pursuant to the administrative procedures established for the Plan.
14. Neither Party shall accept any benefits from the Plan which are the property of the other Party. In the event that the Plan sponsor inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall forthwith return such benefits to the Plan. In the event that the Plan sponsor inadvertently pays to the Alternate Payee any benefits that are not assigned to the Alternate Payee pursuant to the terms of this Order, the Alternate Payee shall forthwith return such benefits to the Plan.
15. For purposes of Sections 402 and 72 of the Code, an Alternate Payee who is the spouse or former spouse of the Participant will be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal and/or state income taxes on such distribution. If the Alternate Payee is a child or other dependent of the Participant, the Participant will be responsible for any federal and/or state income taxes on any such distribution.

16. Electronic Communication (**check only one**):

- The Parties consent to receive electronic communications concerning the status of the Order. Each Party must individually submit their own email address under separate cover. To accept electronic communications, each Party will be required to create a username and password to access the Voltage Secure Message Center. A link to the Voltage Secure Message Center will be provided via email. Once logged into the Voltage Secure Message Center, the Parties will be able to view correspondence sent by the Fidelity QDRO Administration Group. The Parties may request paper versions of correspondence. The Parties may withdraw their consent to receive electronic communications at any time by notifying the QDRO Administration Group in writing via fax or regular mail using the contact information provided in the Plan's QDRO Approval Guidelines and Procedures.
- The Parties **DO NOT** consent to receive electronic correspondence. Correspondence concerning the status of the Order will be sent according to the Plan's normal administrative procedures.

17. Order Review Fees (**check only one**):

- The Participant is responsible for the one-time fee for review of the domestic relations order. The fee will be deducted from the Participant's account following the first review of the Order. The fee will be deducted from the investment options in the applicable account(s) according to the plan-level fee method in effect as of the date the fee is deducted.
- The Alternate Payee is responsible for the one-time fee for review of the domestic relations order. The fee will be deducted from the Alternate Payee's account after qualification of the Order and segregation of the Alternate Payee's award to a separate account in the Alternate Payee's name. The fee will be deducted from the investment options in the applicable account(s) according to the plan-level fee method in effect as of the date the fee is deducted.

If the Order is determined to be non-qualified following the first review, the review fee will be deducted from the Participant's account. If applicable, the Participant will be reimbursed from the Alternate Payee's account following qualification of a subsequent Amended Order. Such fee adjustment will be a current transaction as of the date of the reimbursement.

- The one-time fee for review of the domestic relations order will be deducted 50% from the Participant's account and 50% from the Alternate Payee's account. The fee will be deducted from the investment options in the applicable account(s) according to the plan-level fee method in effect as of the date the fee is deducted.

If the Order is determined to be non-qualified following the first review, the review fee will be deducted from the Participant's account. If applicable, the Participant will be reimbursed from the Alternate Payee's account following qualification of a subsequent Amended Order. Such fee adjustment will be a current transaction as of the date of the reimbursement.

Judge of the Court Signature

Dated: _____

Participant Signature (Optional)

Alternate Payee Signature (Optional)

Attorney for Participant (Optional)

_____ (Name)
_____ (Address)

_____ (Telephone)

Attorney for Alternate Payee (Optional)

_____ (Name)
_____ (Address)

_____ (Telephone)

SAMPLE MODEL ORDER – CHILD SUPPORT

Petitioner _____) Court of _____
and _____) County of _____
Respondent _____) State of _____
_____) CASE NO. _____

STIPULATED QUALIFIED DOMESTIC RELATIONS ORDER

WHEREAS this Court has jurisdiction over Petitioner and Respondent and the subject matter of this Order pursuant to *(insert appropriate citation of State domestic relations law and statute(s) relating to the provision of child support, alimony payments, or marital property rights)* _____; and

WHEREAS Petitioner, Respondent and the Court intend that this Order shall be a Qualified Domestic Relations Order (hereinafter referred to as a "QDRO") as defined in Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Section 414(p) of the Internal Revenue Code of 1986, as amended (the "Code"); and,

WHEREAS Petitioner and Respondent have stipulated that the Court enter this Order.

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE COURT as follows:

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

(a) **Participant** shall mean _____ (First / M.I. / Last)
whose current address is _____ (Street Address, Apt #)
_____ (City / State / Zip Code)

(b) **Alternate Payee** shall mean _____ (First / M.I. / Last)
whose current address is _____ (Street Address, Apt. #)
_____ (City / State / Zip Code)

Please submit the Participant's and the Alternate Payee's date of birth and social security number on the attached QDRO Information Sheet.

This Order pertains to Child Support. Therefore, the child(ren) must be named as the Alternate Payee(s). For a minor child, the Order must provide the name and address of the Alternate Payee's legal representative.

(c) All correspondence on behalf of the Alternate Payee should be sent to the below Legal Representative/Guardian:

Legal Representative shall mean: _____ (Guardian / Agency Name)
whose current address is _____ (Street Address, Apt #)
_____ (City / State / Zip Code)

(d) **Plan** shall mean: **Genesis Energy, LLC Profit Sharing & Retirement Savings Plan**

(e) **Plan sponsor** shall mean: **Genesis Energy, LLC**

(f) This Order is to be reviewed **only** as it relates to plans on Fidelity's QDRO Review Service.

2. The Alternate Payee is the **Child/Dependent of the Participant**.
3. This Order relates to **Child Support Payments**.
4. Alternate Payee's interest in the Plan shall be **(check and complete only one)**:
 - _____ **(insert a percentage)** % of the Participant's total vested account balance under the Plan as of the **Date of Segregation**.
 - _____ **(insert a dollar amount)** of the Participant's total vested account balance under the Plan as of the **Date of Segregation**. If the Participant's total vested account balance as of the Date of Segregation is insufficient, the Alternate Payee's interest in the Plan shall be 100% of the Participant's total vested account balance as of the Date of Segregation.
5. The Alternate Payee's award will be transferred proportionally from all standard plan investment options in which the Participant's account is invested as of the Date of Segregation (not including BrokerageLink). In the event that the Participant has a BrokerageLink account and there are insufficient funds in the standard plan investment options in the Participant's Plan account balance to satisfy the Alternate Payee's award, the Participant's BrokerageLink account will be liquidated (using a last in, first out methodology) until sufficient assets have been obtained to satisfy the Alternate Payee's award.
6. In the event that the Legal Representative named in this order is a child support enforcement agency, the Alternate Payee's award will be distributed as soon as administratively feasible following qualification of this Order and segregation of the Alternate Payee's award into a separate account. The Alternate Payee's award will be sent as a check made payable to the agency for the benefit of the Alternate Payee and will be mailed to the address provided in the Order. Such distribution will not be subject to income tax withholding.
7. In the event of the Alternate Payee's death after the qualification of this Order, either prior to or subsequent to the segregation of assets for the Alternate Payee, the Alternate Payee's award will be distributed pursuant to the administrative procedures established for the Plan. To the extent allowed by the Plan, all beneficiary designations will be made after the qualification of the Order and segregation of the award into a separate account for the Alternate Payee pursuant to the administrative procedures established for the Plan.
8. Neither Party shall accept any benefits from the Plan, which are the property of the other Party. In the event that the Plan sponsor inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall forthwith return such benefits to the Plan. In the event that the Plan sponsor inadvertently pays to the Alternate Payee or child support enforcement agency (on behalf of the Alternate Payee) any benefits that are not assigned to the Alternate Payee pursuant to the terms of this Order, the Alternate Payee or child support enforcement agency shall forthwith return such benefits to the Plan.
9. For purposes of Sections 402 and 72 of the Code, if the Alternate Payee is a child or other dependent of the Participant, the Participant will be responsible for any federal and/or state income taxes on any such distribution.
10. Electronic Communication **(check only one)**:
 - The Parties consent to receive electronic communications concerning the status of the Order. Each Party must individually submit their own email address under separate cover. To accept electronic communications, each Party will be required to create a username and password to access the Voltage Secure Message Center. A link to the Voltage Secure Message Center will be provided via email. Once logged into the Voltage Secure Message Center, the Parties will be able to view correspondence sent by the Fidelity QDRO Administration Group. The Parties may request paper versions of correspondence. The Parties may withdraw their consent to receive electronic communications at any time by notifying the QDRO Administration Group in writing via fax or regular mail using the contact information provided in the Plan's QDRO Approval Guidelines and Procedures.
 - The Parties **DO NOT** consent to receive electronic correspondence. Correspondence concerning the status of the Order will be sent according to the Plan's normal administrative procedures.

11. **Order Review Fee:** The Participant is responsible for the one-time determination fee for review of the Domestic Relations Order. The fee will be deducted from the Participant's account following the first review of the Order. The fee will be taken from the investment options in the applicable account(s) according to the plan-level fee method in effect as of the date the fee is deducted.

Judge of the Court Signature

Dated: _____

