

QDRO/DRO DRAFTING SERVICE CONTRACT

THIS AGREEMENT FOR DRAFTING SERVICES CONSTITUTES
A BINDING LEGAL CONTRACT AND SHOULD BE REVIEWED
CAREFULLY BEFORE SIGNING.

Steven L. Abel, in the preparation of drafts of Qualified / Domestic Relations Orders (hereinafter Q/DRO), will act under the terms written below.

1. I will rely exclusively on the data and information provided by the participant and/or his/her attorneys or representatives. The Q/DRO's are drafted in reliance on the accuracy of the data and information provided by you and/or your attorneys or representatives. Any error made in drafting the Q/DRO as a result of erroneous data or misinformation provided by you and/or your attorneys or representatives which results in rejection by the plan administrator or requires redrafting to conform to the plan administrator's requirements, shall not be attributable to this office.

2. Please be advised that until a Q/DRO is issued by a court, a non-titled party's interest in the titled participant's retirement plan(s) may not be secured in the event of the participant's death. Being aware of the possibility that the non-titled parties interest in the titled participant's pension plans may be lost upon the death of the participant, the parties, counsel and/or parties' representatives should proceed with extreme caution and be proactive in submitting and filing any necessary and required Q/DRO or associated documentation to effectuate the distribution of the retirement benefits to the non-titled party. Accordingly, it is the sole and exclusive obligation and responsibility of the parties, his/her representatives or legal counsel to timely submit the necessary documents to effectuate the distribution of retirement benefits between the parties.

3. You hereby acknowledge that Steven L. Abel is acting solely in his capacity as draftsman. Accordingly, it is understood and agreed that, as draftsman, Steven L. Abel is

precluded from and shall not, under any circumstance, participate in any dispute arising between the parties that requires legal interpretation or the enforcement of any of the terms, conditions or provisions of the proposed Q/DRO's, whether occurring during the drafting process or post issuance. Legal interpretation and enforcement of the terms and conditions of the proposed Q/DRO are outside the services offered by Steven L. Abel, as draftsmen, and best suited to be managed by legal counsel retained by each individual party.

4. Upon receipt of relevant and necessary information identifying both parties, the retirement plan, the terms and conditions of the parties' settlement agreement as they pertain to the distribution of retirement benefits, Steven L. Abel shall contact the plan administrator(s) in an effort to prepare the requested Q/DROs. Steven L. Abel will then prepare a "draft" of the proposed Q/DRO based upon the information provided by the parties, his/her representatives or legal counsel. Upon completion of the first draft of the proposed Q/DRO, a "draft" of the proposed Q/DRO shall be forwarded, via email or USPS Mail to the parties or his/her representatives and, if the plan permits, to the plan administrator for review and pre-approval.

5. Changes requested by the parties or by the plan administrator to comply or conform to the Employee Retirement Income Security Act (ERISA), Section 414(p) of the Internal Revenue Code, or the Plan rules shall be made by Steven L. Abel, and a revised Q/DRO shall be returned to the parties / or parties' counsel. However, if substantive changes are required by the plan administrator which effects or alters the original intent of the first draft, then Steven L. Abel shall discuss the requested changes with the parties and/or parties counsel and respond appropriately. **Steven L. Abel makes no representation as to the length of time to draft your Q/DROs or the total length of time the process may take, as there are many factors out of his control which influence the outcome.**

6. Upon final approval of the proposed Q/DRO, Steven L. Abel shall provide the parties or his/her respective counsel with a Q/DRO ready for submission to the Court for approval along with a copy of any pre-approval letter received by Steven L. Abel from the plan administrator. Steven L. Abel's delivery of the accepted Q/DRO to the parties or parties counsel terminates his obligation under this contract. It is therefore incumbent upon the parties or parties counsel to submit the Q/DRO to the court to be "Ordered". Upon specific request, Steven L. Abel will submit the Q/DRO to the Court.

Upon return of the Court Ordered Q/DRO, the parties or parties' attorneys shall have the responsibility to deliver the Court Ordered Q/DRO to the plan administrator to effectuate the Q/DRO. Upon specific request, Steven L. Abel will submit the Court Ordered Q/DRO to the Plan Administrator.

The work covered by this contract is complete when Steven L. Abel delivers the Court Ordered Q/DRO to the plan administrator. **Obtaining compliance with the Court Ordered Q/DRO by the plan administrator is not part of the work provided for herein.**

7. It is understood and acknowledged by the parties, his/her representatives and respective counsel that timely review, pre-approval or certification of the proposed drafts of any Q/DRO, by the plan administrator, or the time and process of the Court's "Ordering" of the submitted Q/DRO, or distribution of the pension proceeds to the parties by the plan administrator after submission of an Ordered Q/DRO is beyond the control of Steven L. Abel and, as such, Steven L. Abel is neither liable, nor responsible for any delay in process or distribution pertaining to said retirement plan benefits.

8. In order for Steven L. Abel to begin services provided for under this contract, you have agreed to pay Steven L. Abel and Steven L. Abel has agreed to accept an initial payment of

\$750.00 for each Q/DRO required or \$1,400 for two Q/DROs for the same couple. It is agreed by and between the parties to this contract that you shall not be billed in excess of \$750.00 for each Q/DRO (or \$1,400 for two Q/DROs) as the fee is intended to cover the cost of Steven L. Abel drafting the requested Q/DRO.

9. This is a refundable retainer. In the event that you choose to terminate this contract, any unused portion of your retainer shall be returned to you within 10 days of receipt of your notice of termination. Notice of Termination must be in writing sent first class mail. Upon termination you will be billed for any service rendered prior to receipt of Notice of Termination at the rate of \$350 per hour.

10. Steven L. Abel's drafting of any Q/DRO is not a guarantee that any retirement asset is available for distribution or that a designated party is, in fact, a participant of a plan presented or designated by a party, a party's representative or legal counsel. As Steven L. Abel's primary role is drafting of Q/DRO documents, said drafting is not a guarantee of any retirement right or benefit, nor a guarantee that any retirement right or benefit will ultimately be distributed.

11. The services provided by Steven L. Abel are confidential, therefore any and all information offered, presented, or obtained by Steven L. Abel, whether in oral or written form, shall remain confidential and shall not be divulged, revealed or released by Steven L. Abel to any party other than the parties to this contract or his/her legal authorized representatives.

Participant / Attorney for Participant

Steven L. Abel

Other Party / Attorney for Other Party

*If you would like a signed copy of this contract,
please print it, sign two copies and mail them to
Steven L. Abel, P.O. Box 816, Nyack, NY 10960.
A full signed copy will be returned to you.*