

E. Adjustment, Suspension or Termination of Benefits. If the benefits payable to the Participant are adjusted, suspended, or terminated by TRS for any reason, the distribution required to be made to the Alternate Payee under this FLO will also be adjusted, suspended, or terminated, as appropriate. If benefits are suspended, at the time benefits are reinstated, the amount payable to the Alternate Payee will again be determined in conformity with this FLO.

4. NO TRANSFER OF ALTERNATE PAYEE DISTRIBUTION ALLOWED

The distribution payable to the Alternate Payee under this FLO may not be devised, bequeathed, assigned or otherwise transferred by the Alternate Payee.

5. APPROVAL BY TRS / EFFECTIVE DATE OF FLO / FUTURE AMENDMENTS

A. Approval by TRS. One of the parties must provide TRS with a certified copy of this FLO and TRS must approve the FLO for content before the FLO is effective. In the event TRS finds this FLO does not meet all requirements to be given effect, TRS shall provide a statement of the deficiencies to the parties to the FLO. Upon TRS's identification of any deficiency, it is the obligation of the parties to insure that a FLO that meets all TRS requirements is submitted to and entered by this Court. This Court retains jurisdiction to make any modifications necessary to insure that the distribution of benefits required under this FLO is in compliance with all requirements of TRS.

B. Effective Date of FLO. This FLO will be effective the first day of the month following receipt and approval by TRS.

C. Future Amendments. Except as provided in (D), this FLO may be revoked or modified only by a subsequent order of this Court. This Court retains jurisdiction to make such modifications or a revocation.

D. Voluntary Renunciation by Alternate Payee. The Alternate Payee may, at any time, renounce the Alternate Payee's right to receive any further or future distribution under this FLO by making a voluntary, written renunciation, with notarization, and filing the renunciation with this Court. A renunciation must be made on a form provided by TRS and must constitute a full renunciation of all further right and interest of the Alternate Payee to any distribution under this FLO; a renunciation may not otherwise modify or amend the terms of this FLO. A renunciation will not modify or amend the benefit election or designation of a joint annuitant made by the participant at the time of retirement. A certified copy of the renunciation filed with this Court must be submitted to TRS and will be effective the first day of the month following receipt by TRS.

6. AUTHORIZATION TO DISCLOSE INFORMATION

TRS may receive from and disclose to either or both the Participant and the Alternate Payee any information necessary and appropriate to give effect to this FLO.

7. REQUIREMENT TO UPDATE CONTACT INFORMATION

The Alternate Payee will have the responsibility to maintain the Alternate Payee's current contact information with TRS.

8. CONSTRUCTION IN CONFORMITY WITH APPLICABLE LAW

This FLO is intended to provide for a distribution of benefits to the Alternate Payee in conformity with all applicable laws pertaining to the provision of benefits by TRS. It is not intended to provide additional rights or benefits to any party beyond those rights provided in law. This FLO will be construed by TRS in such a manner as gives effect to all applicable statutes and rules pertaining to TRS, whether expressly referenced herein or not.

SO ORDERED this _____ day of _____, 20 _____.

DISTRICT COURT JUDGE

Attorney for Participant

Name:

Firm:

Address:

Phone No.:

Attorney for Alternate Payee

Name:

Firm:

Address:

Phone No.: