



Plan Procedures

Qualified Domestic Relations Order Determination

Cox Enterprises, Inc.

Role of Vanguard – Section 414(p) of the Internal Revenue Code and Section 206(d) of the Employee Retirement Income Security Act of 1974, provides that a Qualified Domestic Relations Order (“QDRO”) may create or recognize an Alternate Payee’s right to all or a portion of the benefits payable with respect to a Participant under a qualified plan. Cox Enterprises, Inc. has retained The Vanguard Group, Inc. (“Vanguard”) as the third-party administrator for the QDRO determination process regarding the Cox Enterprises, Inc. 401(k) Plan. All determinations shall be made in accordance with the Plan Procedures for QDRO Determination (“QDRO Procedures”) and such other administrative procedures, as the Plan Administrator shall establish.

All DROs and correspondence concerning the qualification process should be directed to The Vanguard Group at the following address:

USPS

The Vanguard Group
Attn: QDRO Determination Services
PO Box 982902
El Paso, TX 79998-2902

Overnight

The Vanguard Group
Attn: QDRO Determination Services
5951 Lockett Court, Suite A2
El Paso, TX 79932

Subpoenas, joinders, or other injunctions: Vanguard does not accept service of process made in person, by email, or by fax. Legal process requests must be issued to the appropriate Vanguard entity, such as "The Vanguard Group, Inc.". Vanguard prefers that service be made upon the designated registered agent for service of process, which may be confirmed through your secretary of state’s office.

If your jurisdiction permits service of process via mail, the subpoena, joinder, or other injunction may be mailed to the following address (failure to mail to the below address could result in a delay in response):

The Vanguard Group, Inc.
Attn: Office of the General Counsel - M35
100 Vanguard Boulevard
Malvern, PA 19355

You may also visit: <https://about.vanguard.com/subpoena-policy.html> for more information.

Vanguard QDRO Determination Service (“QDS”) related questions should be directed to 888-809-8104. Fax inquiries may be sent directly to QDS at 484-582-2929. Non-QDRO phone inquiries may be made to 800-523-1188.

This document is intended for informational purposes only and should not be construed as providing legal advice. The information contained in this document is subject to revision based upon changes in the Plan language, Federal Law or at the direction of the Plan Administrator.

Definitions:

Alternate Payee – a spouse, former spouse, child, or other dependent of the Participant who is recognized by a QDRO as having a right to be paid all, or a portion of, a Participant’s plan benefit/account.

Domestic Relations Order (“DRO”) – A certified/executed Court Order made pursuant to a domestic relations law which purports to establish an Alternate Payee’s interest in either a defined contribution or defined benefit plan. A DRO can be a divorce decree or order of dissolution of marriage approving a property settlement agreement or specifying a division of property, or a separate order purporting to implement the division of benefits contained in a divorce decree.

Proposed Domestic Relations Order (“Proposed DRO”) – A draft or unsigned/uncertified DRO.

Interested Parties – Participant, Alternate Payee, Participant’s Attorney, Alternate Payee’s Attorney.

Participant – Employee or Former Employee of Cox Enterprises, Inc., or any of its subsidiaries, as defined in the Plan.

Plan Administrator – Cox Enterprises, Inc. (“Cox Enterprises”).

Plan – Cox Enterprises, Inc. 401(k) Plan (the “Plan”).

QDRO Administrator – Vanguard, retained by Cox Enterprises to perform specific, non-discretionary, ministerial functions as described herein involving DROs affecting an employee’s benefits under the Plan.

Step I – Receipt of Pending Domestic Relations Order (“DRO”)

1. **Request for Procedures** - QDS will forward upon receipt of the first initial DRO, a copy of the Plan Procedures for QDRO Determination (“QDRO Procedures”). Copies of the Plan’s Model QDRO will be sent upon request.
2. **Requests for Information** – In line with industry standards, Vanguard will maintain confidentiality concerning participant accounts. As such, QDS will not release information (i.e., balance, investment options) regarding a Participant’s account to parties other than the Participant. Exceptions to this rule include: (1) the receipt of the Participant’s written, notarized consent to release their account information to a specific party; (2) QDS’ receipt of a properly executed subpoena; or (3) Cox Enterprises’ Legal Department has specifically authorized the release of such information.
3. **Receipt of DRO or Other Notification of Adverse Interest** - Upon QDS’ receipt of one of the below-noted written forms of notification, a Vanguard QDRO Administrator will place an administrative hold on the Participant’s Account.

No hold will be placed until the Vanguard QDS receives acceptable written notification of adverse interest. Verbal notification of adverse interest cannot be honored with a hold. Acceptable forms of notification include:

- A DRO or a Proposed DRO.
- Restraining order, joinder, or other injunction (Note: Holds placed pursuant to receipt of a joinder or restraining order are not to be lifted until the order is rescinded, is modified, has expired, or at the direction of the Plan Administrator).
- Specific instructions from Cox Enterprises’ Legal Department.
- Receipt of divorce decree or property settlement agreement (that specifically references a DRO).

While the hold is in place, the Participant will be prevented from making withdrawals and/or taking distributions or loans from the Plan account. Generally, the Participant will be permitted to make fund transfers, contribution changes, investment direction changes and loan repayments while the hold remains in place. QDS will send all Interested Parties notification of receipt of the notice of a pending DRO and of placement of the hold.

The account hold will be lifted upon the first of the following to occur:

- A DRO has not been received within 90 calendar days of receipt of a written notice of adverse interest.
- The DRO is deemed qualified, and a separate account has been established for the Alternate Payee.
- The DRO is not yet deemed to be qualified and 18 months have elapsed beginning with the date (after receipt of the DRO) on which the first payment would be required to be made to the Alternate Payee under the Order.
- QDS receives a Court Order nullifying the executed DRO.
- The Alternate Payee and the Participant have provided signed notarized statements withdrawing the pending DRO.

Note: If the administrative hold is lifted, the Vanguard QDRO Administrator will notify the Interested Parties regarding the release of the hold on the Participant's account approximately one month prior to the actual release. After the release or expiration of a hold, the Participant will become eligible to take a distribution or a loan in compliance with the terms of the Plan. As such, if the Vanguard QDRO Administrator determines that the Order is a QDRO after the expiration of the administrative hold, then the Plan will pay benefits on a prospective basis only.

Note: In the event that the account is in pay status (i.e., receiving installments, including Required Minimum Distributions ("RMD")) prior to the receipt of a certified DRO, a hold will be placed on the Participant's account for a period of time that is allowable by law (18 months from the date the first payment would be due under the DRO). If installment payments are being made, Vanguard will effect the suspension of the Participant's installment payments.

4. **Review of Proposed DRO** - QDS will, upon request, review Proposed DROs to determine their adherence to IRC and plan qualification requirements. The results of "pre-approval" reviews will be communicated to the Interested Parties.

Step II – DRO Qualification Process

1. **Upon Receipt of Certified DRO** – Upon QDS' receipt of a DRO, a Vanguard QDRO Administrator will review it to determine its adherence to ERISA, IRC, and Plan specific qualification requirements. The DRO must be signed by the judge or appropriate court official, in accordance with applicable court requirements, certified by the court clerk and/or stamped with a file number, or electronically-filed, before QDS will consider it certified.
2. **Determination of DRO as QDRO** - The DRO shall be determined to be a QDRO only if it is a certified copy of court judgment, decree or order (including a court-approved property settlement agreement) which relates to the provision of child support, alimony payments or property rights to a spouse, former spouse, child or other dependent of a Participant made pursuant to a state domestic relations law (including a community property law). The DRO must be signed and dated by the presiding judge or appropriate court official, in accordance with applicable court requirements. The DRO must also

address any outstanding loans and vesting issues. Additionally, the DRO will be determined to be a QDRO only if:

- It clearly specifies the name and last known mailing address (if any) of the Participant and the name and mailing address of each Alternate Payee covered by the Order.
 - It clearly specifies the amount or percentage of the Participant's benefits to be paid by the Plan to each Alternate Payee or the manner in which such amount or percentage is to be determined.
 - It clearly specifies the number of payments or period to which such Order applies.
 - It clearly specifies the Plan to which such Order applies.
 - It does not require the Plan to provide any form of benefit, or any option not otherwise provided under the Plan.
 - It does not require the Plan to provide benefits above and beyond those to which the Participant is entitled under the terms of the Plan.
 - It does not require the payment of benefits to an Alternate Payee that are required to be paid to another Alternate Payee under another order previously determined to be a QDRO.
 - It does not conflict with other requirements in the law or Plan.
3. **Notification** - The Vanguard QDRO Administrator will notify the Interested Parties within a reasonable amount of time of receipt of the Order and forward the QDRO Procedures and a Model QDRO (if not previously sent). The Vanguard QDRO Administrator will review the DRO for qualification within a reasonable period of time. Vanguard will attempt to make the majority of determinations within 60 days of receipt of the certified DRO. Notifications will be sent to the addresses included in the DRO.
- Note:** All documentation received by QDS, whether a proposed or certified DRO, is subject to the same 60-day review times stated above.
4. **DRO Qualified** - If the DRO is determined to be qualified, notification will be sent to the Interested Parties. The notification will advise that a separate account will be established for the Alternate Payee and the timeframes associated with this process. It will also provide Vanguard Participant Services contact information for questions during the actual QDRO processing and information concerning the distribution options available under the Plan.
5. **DRO Not Qualified** - If the DRO is determined not to be qualified, appropriate notification will be sent to the Interested Parties commenting on the deficiencies of the DRO. Serious disputes concerning qualification decisions that cannot be resolved by QDS within a reasonable period of time will be forwarded to the Plan Administrator.
6. **Administrative Policies** - The practices listed below are administrative policies of the Plan with which all submitted DROs must comply before being deemed qualified.
- The Plan provides that the reasonable expenses incurred in the determination of a DRO shall be paid equally from the accounts (to which the DRO relates) of the Participant and Alternate Payee seeking the determination. The expense incurred in the determination of a DRO shall be a one-time fee of \$500.

The Participant's portion of such fee shall be deducted from the Participant's account upon receipt of the first initial DRO received by QDS, whether proposed or certified. The Alternate Payee's

portion of the fee will be deducted once the DRO has been determined to qualify and the Alternate Payee's awarded interest transferred into a separate account under their name.

Note: The above-referenced fee assessment method is the default practice where the DRO is silent on the fee assessment method. The parties may submit a DRO that provides for the fee to be deducted solely from the account of the Participant, solely from the Alternate Payee's account, or any other allocation method provided by the parties.

Note: In the event the DRO provides that the Alternate Payee is required to pay all or a portion of the fee, the Participant's account will be billed for any remaining QDRO fee balance if the Alternate Payee is not required to pay their portion of the fee [i.e. - parties decide to rescind the QDRO, or the parties fail to submit a QDRO].

In the event the affected Participant's current available account balance (less any outstanding loan balances) is less than \$1,000.00, the fee charged for determination services shall be 10% of the Participant's account balance.

In the event the DRO received is for child support (and names a child as the Alternate Payee), the fee will be charged solely to the account of the Participant.

- **Valuation Date** - The date the Participant's account is valued for purposes of determining the Alternate Payee's award. QDS may be unable to calculate an award based on a valuation date that is prior to the date of the Plan's conversion to Vanguard. In the event that QDS receives a DRO that contains a valuation date prior to the Plan's conversion date, QDS will notify the Plan Administrator and the Interested Parties. The Plan Administrator will determine if data is available to support the requested valuation date and will notify QDS accordingly within 14 business days. The Interested Parties will be notified as to the availability of the requested valuation date. If the data for the requested valuation date is unavailable the Interested Parties will be contacted by Vanguard and/or the Plan Administrator concerning available options.
- **Vesting** - The maximum amount that can be assigned to an Alternate Payee under the Plan is limited to the vested portion of the Participant's account at the time that the Alternate Payee's account is established (the "segregation date"). If a Participant's account balance is not fully vested as of the Valuation Date specified in the Order (i.e., the effective date of the Alternate Payee's interest), then the Order must specify whether the Alternate Payee's interest shall be calculated based on the vested portion on the Valuation Date or the vested portion as of the segregation date. If, however, an Order purports to assign the Alternate Payee a value that is greater than the Participant's vested account balance as of the segregation date, then the Order will be returned to the Interested Parties as one that is not able to be administered.
- **Earnings and Losses** - In the absence of specific instructions within the Order to do so, the Plan will calculate investment earnings and losses on the Alternate Payee's assigned benefit.

Note: If an Alternate Payee is awarded earnings and losses on their assigned portion, Vanguard will run a calculation which looks at how the Participant's funds were invested on the valuation date stated in the Order. The calculation then determines the "market performance" on the Alternate Payee's awarded interest by tracking the funds in which the monies are invested, including any fund exchanges, from the valuation date through the date that the Alternate Payee's separate account is established under the Plan. As such, the Alternate Payee will then receive the appropriate market gains or losses on their awarded amount.

Note: Any contributions that are made to the Plan after the specified valuation date are not included in the earnings and loss calculation. The calculation only looks at the portion of the account balance that has been awarded to the Alternate Payee.

- **Outstanding Loans** - The maximum amount that may be assigned to an Alternate Payee under the Plan is limited to the balance of the Participant's account minus the balance of all outstanding loans as of the date of distribution to the Alternate Payee. A Participant's outstanding loan (and their repayment obligations under the loan) cannot be assigned to an Alternate Payee. All submitted Orders that affect an account balance with an outstanding loan, must specifically state the intent of the parties regarding the treatment of the loan, and must acknowledge the administrative limitation identified above (regarding the maximum amount that can be assigned to an Alternate Payee).
- **Loans** - If the Alternate Payee is being assigned a percentage of the Participant's account balance as of a particular Valuation Date, the DRO must specify whether the value of any outstanding loan(s) on such Valuation Date, will be included or excluded for purposes of calculating the Alternate Payee's benefit.

Note: Included: means that the Participant's account balance on the Valuation Date is not reduced by the value of any outstanding loan(s) prior to calculating the split amount

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- **Child or Non-Spouse as Alternate Payee in DRO** – In the event the DRO names either a child or other dependent of the Participant, who is neither a spouse or former spouse as the Alternate Payee, the federal tax liability of 10% shifts to the plan Participant. As a result, the DRO must indicate if the Alternate Payee's assigned interest is the net or gross result taking into consideration the Federal income tax withholding requirements. For example, an assignment of \$50,000 gross of Federal income tax withholding, would provide the Alternate Payee \$45,000 (\$50,000 less 10% of Federal income tax = \$45,000). An assignment of \$50,000 net of Federal income tax withholding, would require a distribution of \$55,555.56, providing a distribution to the Alternate Payee of \$50,000 after application of the 10% Federal income tax withholding. In situations where the DRO provides that the Alternate Payee's interest is equal to 100% of the Participant's account, the assignment must be net of any required Federal income tax withholding.

Note: The Participant can elect to not have the 10% federal tax withholding apply to the distribution. The Participant can make this election by completing and submitting to QDS the IRS Form W-4R.

- The Plan requires that all final DROs include the social security number and birth date of both the Participant and Alternate Payee. This information may be provided to the QDRO Administrator under separate cover to comply with any state laws which prohibit the use of such information in Orders.
- The Alternate Payee must keep the Plan Administrator informed of any address changes.
- In the event of an ambiguity within the DRO that would otherwise constitute a QDRO, the QDRO Administrator on behalf of the Plan Administrator may accept a written notarized letter of clarification, signed by the Participant and Alternate Payee resolving the ambiguity.
- A *copy* of a certified DRO (signed by a judge or appropriate court official), or a DRO that clearly indicates that it has been filed-stamped or electronically-filed in a state (or local) court, or an Order which has been properly executed and evidenced by a court clerk with the appropriate court stamps (signed by a judge or appropriate court official), will suffice for purposes of qualification.
Note: Facsimile copies are not permissible.
- Upon QDS' receipt of an Order subsequent to a QDRO case being closed (except where the Order seeks to nullify or vacate a previously submitted Order), a \$500 QDRO fee will be assessed.

7. **Death of Participant** - If the death of a Participant occurs prior to or during the QDRO Determination process, the QDRO Determination will continue. If the DRO is determined to be qualified, the Plan will allocate the benefits in accordance with the QDRO.
8. **Death of Alternate Payee** - If the death of an Alternate Payee occurs after qualification, but prior to the receipt of a distribution under the Plan, the benefits will be distributed in accordance with the Alternate Payee's beneficiary form or, in the absence of a surviving beneficiary, to the Alternate Payee's estate.

Step III – QDRO Processing (Account Segregation/Distributions from Plan)

1. **Alternate Payee Distribution Options** - QDS' final determination letter will inform the Alternate Payee to contact Vanguard Participant Services to obtain the distribution options available under the Plan. If permissible under the Plan, the Alternate Payee shall be entitled to elect to receive an immediate distribution or effect a rollover after the Alternate Payee's account has been established. While the Alternate Payee's award is held in the Plan, Alternate Payee direction of the accounts will be permitted pursuant to the terms of the Plan; however, no withdrawals for financial hardships or loans will be allowed. If no election for a distribution is made after the final determination letter, the amount shall be held in the Plan, unless a distribution is required under the terms of the Plan (e.g. - amount is \$5,000 or less or the Participant attains the required RMD age).
2. **Account Division** – QDS will forward a copy of the final determination letter to the Vanguard Recordkeeping Services Team. If the QDRO has not stated otherwise, the division will be on a pro rata basis among the investments within the Participant's account. The benefit payable to the Alternate Payee will be invested in the same investment elections as the Participant upon separation of the account. The Vanguard Recordkeeping Services Team will remove the hold from the Participant's account immediately after the establishment of the Alternate Payee's account.

Note: The QDS' final determination letter will serve as final notice to the Interested Parties that holds will be removed from the Participant's account upon the establishment of the Alternate Payee's account.