STATE OF MINNESOTA

COUNTY OF FARIBAULT

DISTRICT COURT
FIFTH JUDICIAL DISTRICT
FAMILY COURT DIVISION
Case Type: Dissolution with Child

In re the Marriage of:

Court File No. 22-FA-25-636

Karissa Jo Bathke,

Petitioner,

and

Jacob Wayne Bathke,

Respondent.

QUALIFIED DOMESTIC RELATIONS ORDER
OMAHA TRUCK CENTER INC. 401(K) RETIREMENT PLAN

This domestic relations order ("Order") is intended to be a qualified domestic relations order ("QDRO"), as defined in Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and in Section 414(p) of the Internal Revenue Code of 1986, as amended ("Code").

1. Plan Name: This Order applies to the Omaha Truck Center Inc. 401(k) Retirement Plan (Plan), as well as to any successor plan to the Plan.

2. Participant Information: The name, last known address, social security number, and birth date of the Plan "Participant" is:

Name:	Jacob Wayne Bathke
Address:	62484 121st Street, Minnesota Lake, MN 56068
Social Security Number:	See Confidential Information Form
Birth Date:	August 23, 1986

Participant's Attorney Information:

Name:	Elizabeth L. Weinandt, #0313877
Address:	3 Civic Center Plaza, Suite 400, Mankato, MN 56001
Phone:	(507) 625-5000
Email:	eweinandt@khmnlaw.com

3. Alternate Payee Information: The name, last known address, social security number and birth date of the "Alternate Payee" is:

Name: Karissa Jo Bathke
Address: 910 2nd Ave. SW, Wells, MN 56014
Social Security Number: See Confidential Information Form
Birth Date: December 11, 1986

Alternate Payee's Attorney Information:

Name: Andrew J. Moeller, #0401872
Address: 196 St. Andrews Drive, Suite 100, Mankato, Minnesota 56001
Phone: (507) 344-8888
Email: andy@knutsoncasey.com

The Alternate Payee shall have the duty to notify the Plan Administrator in writing of any changes in her mailing address subsequent to the entry of this Order.

4. Domestic Relations Law: This Order is entered pursuant to the authority granted in the applicable domestic relations laws of the State of Minnesota.

5. Marital Property Rights: This Order relates to the provision of marital property rights to the Alternate Payee.

6. Benefit Assignment: This Order assigns to the Alternate Payee $30,007.00 (but in no event more than 100%) of the Participant's vested account balance in the Plan as of the Assignment Date (or the closest valuation date thereto) ("Assignment Date"). The "Assignment Date" is October 10, 2025.

Any outstanding Participant loan in the Plan shall be included in the Participant's vested account balance for purposes of determining the amount to be assigned to the Alternate Payee, but no portion of any such loan shall be assigned to the Alternate Payee. If the Participant's account balance consists of different sub-accounts and/or is invested in different investment fund options, the benefit assignment to the Alternate Payee shall be allocated on a pro rata basis from such vested sub-accounts and/or investment fund options. The assigned benefit shall be adjusted for gains and/or losses from the Assignment Date through the date that the Plan segregates the Alternate Payee's assigned benefit from the Participant's account balance.

7. QDRO Review and Determination Fee: Any applicable QDRO review and determination fee will be assessed against the Participant's account balance upon initial review of the DRO. However, once the final QDRO has been approved, the Plan Administrator will reduce the Alternate Payee's assigned share of the benefits by 50% of the fee.

8. Alternate Payee's Separate Account: Upon determining that this Order is a QDRO, the Plan shall segregate the Alternate Payee's assigned benefit into a separate account in the Alternate Payee's name. The Alternate Payee's account shall be invested in the same options and in the same proportions as the assigned benefits were invested prior to being assigned to the Alternate Payee.

9. Time and Form of Payment: The Alternate Payee may elect to receive a distribution from the Alternate Payee's account as soon as administratively feasible following the date this Order is approved as a QDRO or, if later, at the earliest date permitted under the Plan or in Code Section 414(p). The Alternate Payee may elect to receive a distribution from the Alternate Payee's account in any form available to participants and alternate payees generally under the Plan's provisions other than, if applicable, a joint and survivor annuity with respect to the Alternate Payee and a subsequent spouse. The Alternate Payee shall provide the Plan with any information and forms required to facilitate payment of the Alternate Payee's account.

10. Participant's Death: The Participant's death shall have no impact on the Alternate Payee's right to the Plan benefits assigned in this Order.

11. Alternate Payee's Death: If the Alternate Payee dies prior to complete distribution of the Alternate Payee's Plan benefits, the Alternate Payee's remaining Plan benefits shall be distributed to the Alternate Payee's designated beneficiary(ies) or, in the absence of such designation, pursuant to the Plan's default beneficiary provisions.

12. Impermissible Benefits: Nothing contained in this Order shall be construed to require the Plan (a) to provide any type or form of benefit, or any option, not otherwise provided under the Plan, (b) to provide increased benefits determined on the basis of actuarial value, or (c) to pay benefits to the Alternate Payee that are required to be paid to another alternate payee under another order previously determined to be a QDRO.

13. QDRO Determination and Notice: The Participant, Alternate Payee, and/or their representatives shall promptly deliver a copy of this Order to the Plan. As provided in ERISA Section 206(d) and in Code Section 414(p), the Plan shall determine whether the Order is a QDRO and shall provide written notice of such determination to the Participant, Alternate Payee, and, if applicable, their representatives.

14. QDRO Administration and Interpretation: Because this Order is intended to be a QDRO, the Order shall be administered and interpreted consistently with ERISA, the Code, and the Plan's terms and procedures.

15. Court's Jurisdiction: The Court shall retain jurisdiction over this Order, including to amend the Order if necessary to conform it to the original intent of the parties and/or to establish or maintain its status as a QDRO.

16. Overpayments: If the Participant receives Plan benefits that are assigned to the Alternate Payee in this Order, or if the Alternate Payee receives Plan benefits that are not assigned to the Alternate Payee in this Order, then the relevant party shall promptly return such overpayment to the Plan.

17. Participant's Actions: The Participant shall not take any action, or refrain from taking any reasonable action, that can circumvent the intent of this Order, or that can diminish the Alternate Payee's rights provided in this Order.

Based upon the foregoing, the Court issues this Order this ___ day of _________, 2026.

____
Judge of District Court

APPROVED AS TO FORM AND CONTENT:

KNUTSON CASEY PC

By: ____________________

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By:________________________

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