

SAMPLE QDRO LANGUAGE FOR AUTOMOTIVE INDUSTRIES PENSION PLAN
(FOR EMPLOYEES WHO HAVE NOT BEGUN RECEIVING BENEFITS)

NOTE: This language is merely to assist divorce attorneys in preparing QDROs. Under most circumstances, it will be accepted by the Plan as meeting the requirements of a QDRO, but it is not warranted by the Plan to be appropriate in each individual case. The parties should always consult their own attorneys before agreeing to this form. Some participants in the Automotive Industries Pension Plan after February 28, 1996 also participate in the Automotive Industries Individual Account Retirement Plan. A separate QDRO is required to assign benefits in that plan.

1. QDRO. This order is intended to satisfy the requirements of federal law concerning Qualified Domestic Relations Orders ("QDRO"), including ERISA § 206(d) and Internal Revenue Code § 414(p). This order is entered pursuant to the California Family Code, Division 6, Part 1, Chapter 6.

2. Plan. The name of the Plan to which it applies is the AUTOMOTIVE INDUSTRIES PENSION PLAN.

3. Names. The names and last known mailing addresses of the parties are as follows:

a. Employee (Plan Participant):

Name: _____

Address: _____

Social Security No.: _____

Birthdate: _____

b. Spouse (Alternate Payee):

Name: _____

Address: _____

Social Security No.: _____

Birthdate: _____

4. Period of Marriage. It is agreed that the Period of Marriage was from the date of marriage specified below to the date of separation specified below:

Date of Marriage: _____

Date of Separation: _____

5. Conditions Precedent. No benefits are payable under this QDRO unless the following two conditions are met:

a. The Employee has a vested benefit under the Plan, and

b. The Plan has been served with a valid copy of this QDRO and has determined that it is a qualified domestic relations order as that term is defined under federal law.

6. Definitions.

a. Annuity Starting Date. Any reference hereafter to the Spouse's or Employee's "Annuity Starting Date" means the effective date as of which their benefits are to begin.

b. Past Service Date. Any reference hereafter to "Past Service Date" means the date, if any, that the Employee first had a required contribution made on his behalf to the Plan.

c. Past Service Benefit. The Employee's "Past Service Benefit" is the benefit provided by the Plan, if any, for service before the Employee's Past Service Date.

d. Other Terms. Other capitalized terms not specifically defined in this QDRO (such as Automatic Joint and Survivor Annuity) shall have the meanings defined in the Plan or its rules and regulations.

7. Spouse's Benefit. The Spouse is hereby awarded a Spouse's Benefit, the amount of which is determined as provided in this paragraph 7. The Spouse's Benefit shall be one-half of the "Total Community Benefit". The Total Community Benefit shall be the sum of the Community Past Service Benefit and the Community Future Service Benefit determined as follows:

a. Community Past Service Benefit. For periods for which the Plan's benefits are based on Credited Past Service, the Community Past Service Benefit will be a fraction of the Employee's Past Service Benefit for such years, determined as follows:

(i) The numerator of the fraction is the number of Years of Credited Past Service earned during the period beginning on the Date of Marriage and ending on the earlier of the Date of Separation or the Employee's Past Service Date.

(ii) The denominator of the fraction is the total number of Years of Credited Past Service accrued to the Employee's Past Service Date.

(iii) In situations in which the Plan does not maintain precise records from which the Years of Credited Past Service earned during the Period of Marriage can be determined, the Plan is authorized to make reasonable prorations based on the records it maintains, and may determine credits from the nearest month end to the actual date of occurrence.

b. Community Future Service Benefit. For periods after the Employee's Past Service Date, the Community Future Service Benefit shall be equal to the contributions paid or payable on the Employee's behalf during the Period of the Marriage after the Employee's Past Service Date, multiplied by the applicable specified percentage or percentages pursuant to the benefit formula stated in Article VI, Section 6.02(b) of the Plan (as amended) in effect on the Spouse's Annuity Starting Date. In situations in which the Plan does not maintain precise records from which the exact amount contributed during the Period of Marriage after the Employee's Past Service Date can be determined, the Plan is authorized to make reasonable prorations based on the records it maintains, and may determine amounts from the nearest month end to the actual date of occurrence.

c. Maximum Benefit Limitations. If the Participant's total Plan benefit would exceed the maximum benefit limitations of Internal Revenue Code Section 415, the benefit not payable shall be allocated between the Plan Participant and the Alternate Payee. The Alternate Payee's share shall be a fraction of the amount not payable, the numerator of which is

one-half of the Total Community Benefit as determined under Paragraph 7, and the denominator of which is the Plan Participant's total benefit, including the Total Community Benefit.

8. Spouse's Election to Start Payments Early. The Spouse shall have the right to elect an Annuity Starting Date at any time after the earliest date that the Employee could elect early retirement, but the Spouse does not have the right to delay that Annuity Starting Date beyond the Employee's Annuity Starting Date. If the Spouse elects an Annuity Starting Date prior to the Employee's, then:

a. No Early Retirement Subsidies. The Spouse's Benefit shall be calculated without any early retirement subsidies that would be available to the Employee. Furthermore, subsequent events will have no effect on the amount of the Spouse's Benefit as initially determined, except any benefit changes to the Plan which are applicable to retired participants.

b. Form of Benefit. The Spouse's Benefit determined as provided above shall be actuarially adjusted (using the standard actuarial factors applied by the Plan's actuaries at the Spouse's Annuity Starting Date), so that the benefit will be paid as a single-life annuity for the Spouse's lifetime beginning at the Spouse's Annuity Starting Date. Under that form of benefit, at least 36 months of payments are guaranteed to the surviving Dependents (as defined in the Plan) of the Employee if such guarantee of payment would have been available to the Employee if the Employee were retiring on that date. The Spouse may then elect instead any other form of option generally available under the terms of the Plan to the Employee if he or she were retiring on that date, other than the right to elect a joint and survivor annuity with another spouse. It is specifically acknowledged and agreed by the Employee and Spouse that the Plan provides for payments to eligible Dependents, as that term is defined in the Plan, in certain situations; neither the Employee nor the Spouse has the right or power to designate beneficiaries or specific Dependents.

c. Death of Employee. If the Employee dies after the Spouse's Annuity Starting Date, no death benefits will be payable to the Spouse.

d. Employee's Subsequent Benefit. Any benefits which become payable to the Employee or his/her beneficiaries after the Spouse's Annuity Starting Date shall be deter-

mined as though there had been no QDRO, but then actuarially reduced to take account of the value of the Spouse's Benefit, whether or not the Spouse is still living.

9. Concurrent Annuity Starting Date. When the Spouse's Annuity Starting Date does not precede the Employee's, the Spouse's Benefit shall begin at the same time as the Employee's Benefit. This provision shall also apply to any disability benefit. The form of the benefit shall be determined as follows:

a. Automatic Joint and Survivor Benefits. Unless otherwise selected before benefit payments begin to either the Spouse or Employee, the Total Community Benefit will be payable in the form of a qualified joint and survivor annuity, with each party entitled to one-half of the payments made during their joint lifetimes. If the Spouse survives the Employee, the Spouse will continue to receive the surviving spouse's benefit under the qualified joint and survivor annuity. If the Employee survives the Spouse, after the Spouse's death the Employee's benefit shall be increased in the amount of the benefit previously being paid to the Spouse.

b. Spouse's Elections. The Spouse may elect before benefit payments begin any other form of option generally available under the terms of the Plan to the Employee, other than the right to elect a joint and survivor annuity with another spouse.

10. Death of Employee Before Spouse's Annuity Starting Date.

a. If the Employee predeceases the Spouse before the Spouse's Annuity Starting Date, with respect to the Total Community Benefit, the Spouse shall be treated as the Employee's surviving spouse, and if the Employee is vested, the Spouse shall be entitled to the survivor's benefit under the Automatic Joint and Survivor Benefit provided by the Plan with respect to the Total Community Benefit.

b. If the Spouse dies before the Spouse's Annuity Starting Date, all Plan benefits which are thereafter payable shall be paid to the Employee or his or her beneficiaries, and no Plan benefits will be payable to the Spouse or his or her beneficiaries.

11. Employee's Residual Benefits. Any benefits under the Plan not specifically given to the Spouse under this QDRO or to another alternate payee under another QDRO shall be the sole and separate property of the Employee.

12. Retiree Increases.

a. If the Plan increases benefits for retirees or their beneficiaries, these increases shall not apply to the Spouse unless the Employee has retired or died (whether or not the Spouse is receiving a benefit).

b. If the Plan increases benefits for retirees after the Employee has retired and while the Employee is alive, and if the increase relates to the Period of Marriage, any such increase shall be allocated between the Employee and the Spouse. The Spouse's share shall be a fraction of the increase, the numerator of which is one-half of the Total Community Benefit as determined under paragraph 7, and the denominator of which is the Employee's total benefit, including the Total Community Benefit.

c. If the Plan increases benefits for retirees after the Employee is deceased, and if the increase relates to the Period of Marriage, and if the Spouse is receiving benefits at that time, the Spouse shall share in that benefit increase in the proportion that her benefit payments bear to the payments being made to all beneficiaries of the Employee.

d. If the total Plan benefit as of the Spouse's Annuity Starting Date or as of the effective date of an increase in the benefits paid by the Plan would exceed the maximum benefit limitations under Internal Revenue Code Section 415, the benefit not payable shall be allocated between the Employee and Spouse. The Spouse's share shall be a fraction of the amount not payable, the numerator of which is one-half of the Total Community Benefit as determined under paragraph 7, and the denominator of which is the Employee's total benefit, including the Total Community Benefit.

13. Statutory Limits. Notwithstanding any provision hereof to the contrary, in no event shall this order be interpreted as requiring the Plan to do any of the following:

a. Require payment of benefits to the Spouse or other alternate payee which are already required to be paid to another spouse or alternate payee under a prior QDRO.

b. Require the Plan to provide benefits with a greater actuarial value than it would otherwise pay.

c. Require the Plan to pay any benefits with respect to a non-vested Employee.

d. Require the Plan to provide any type or form of benefit or any option not otherwise provided under the Plan. However, as provided above, the QDRO may require that payments to the Spouse begin on or after the earliest age the Employee could retire, even if the Employee does not retire at that time. If the Spouse's payments are to begin before the Employee actually retires, then:

(i) The computation will take into account only the present value of the benefits actually accrued as of the date the Spouse elects to begin collecting benefits;

(ii) The computation will not take into account the present value of any subsidy for early retirement; and

(iii) The benefits cannot be paid in the form of a joint and survivor annuity with respect to the Alternate Payee and his or her spouse.

14. Amendment. The Court retains jurisdiction over this matter to amend this Order in order to establish and/or maintain its qualification as a QDRO.