# MODEL QDRO LANGUAGE

**This model QDRO is intended to assist interested parties in preparing a QDRO. It includes provisions necessary to satisfy QDRO legal requirements, but it does not contain all possible provisions that may be included in a QDRO. Please modify the model QDRO’s provisions to the extent necessary to conform it to the separation agreement or other court document that expresses the parties’ intent.**

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 FirstEnergy Corp. Savings 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:

Address:

Social Security Number\*: Birth Date\*:

*\* For privacy reasons, this information may be provided in a separate document.*

**Participant's Attorney Information:**

Attorney’s Name:

Address:

Phone: Email:

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

Name:

Address:

Social Security Number\*: Birth Date\*:

*\* For privacy reasons, this information may be provided in a separate document.*

**Alternate Payee's Attorney Information:**

Attorney’s Name:

Address:

Phone: Email:

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

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

**5. Marital Property Rights, Spousal Support, and/or Child Support:** This Order relates to the provision of [marital property rights] [spousal support] [child support] to the Alternate Payee.

**6. Benefit Assignment:** This Order assigns to the Alternate Payee [\_\_\_\_% OR $\_\_\_\_\_\_\_\_] (but in no event more than 100%) of the Participant’s vested account balance in the Plan as of [insert date of divorce OR other agreed date] or, if such date is not a Plan valuation date, the Plan’s valuation date immediately preceding such date (“Assignment Date”).

Any outstanding Participant loan in the Plan shall not be included in the Participant’s vested account balance for purposes of determining the amount to be assigned to the Alternate Payee, and no portion of any such loan shall be assigned to the Alternate Payee. If the Participant’s vested 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 sub-accounts and/or investment fund options. The assigned benefit shall be adjusted for earnings and/or losses from the Assignment Date through the date that the Plan segregates the Alternate Payee’s assigned benefit from the Participant’s vested account balance.

**7. QDRO Review and Determination Fee:** A $300 QDRO review and determination fee will be assessed against the Participant's vested 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.