

Model QDRO

Edison International Retirement Plan for Bargaining Unit Employees of Midwest Generation, LLC

This sample domestic relations order is provided for informational use only. This sample will not be appropriate for every situation and your situation may need or require different terms. Edison International, the Edison International Employee Benefits Committee, the Domestic Relations Administration Group, and their affiliates, officers, employees, and agents do not assume any responsibility or liability for any harm or damages, financial or otherwise, resulting from the use of this sample.

The use of this sample domestic relations order does not obligate Edison International, the Edison International Employee Benefits Committee, the Domestic Relations Administration Group, or any of their agents to approve or qualify any proposed domestic relations order that conforms to this sample. In the event of a conflict between the terms of this domestic relations order and the terms of the Edison International Retirement Plan for Bargaining Unit Employees of Midwest Generation, LLC (the "Plan"), including the Plan's written QDRO procedures, the terms of the Plan shall take precedence.

The use of this sample domestic relations order may expedite the time it takes to determine the qualified status of a draft order and may help ensure that the provisions of a draft order conform to the Plan.

In the event that you intend to have a proposed qualified domestic relations order reviewed prior to submission to a court, please forward the proposed order to the Domestic Relations Administration Group.

Provisions of Sample Domestic Relations Order

Plan Participant in Pay Status

It is the intent of the Court that the provisions of this domestic relations order (“Order”) operate as an effective assignment of a portion of the Participant’s interest in the Edison International Retirement Plan for Bargaining Unit Employees of Midwest Generation, LLC as set forth below, to the Alternate Payee under both state and federal laws, for all purposes, and constitute a Qualified Domestic Relations Order (“QDRO”) in compliance with Section 414(p) of the Internal Revenue Code of 1986, as amended (the “Code”) and Section 206(d)(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

1. Plan: This Order shall apply to the Edison International Retirement Plan for Bargaining Unit Employees of Midwest Generation, LLC (the “Plan”). The “Plan Administrator” for purposes of the submission and review of draft QDROs is the Domestic Relations Administration Group, Conduent, c/o EIX Benefits Connection:

US Mail

EIX Benefits Connection
PO Box 5221
Cherry Hill, NJ 08034-5221

Overnight Delivery

EIX Benefits Connection
101 Woodcrest Road
Cherry Hill, NJ 08003

2. The “Participant” is:
Mailing Address:
Date of Birth:
Social Security Number (may be provided on separate sheet):

3. The “Alternate Payee” is:
Mailing Address:
Date of Birth:
Social Security Number (may be provided on separate sheet):

The Alternate Payee is the *(insert applicable party – spouse, former spouse, child or other dependent)* of the Participant.

4. This Order assigns to the Alternate Payee the right to receive that portion of the pension benefit provided by the Plan to the Participant as described in the following paragraph(s).

Choose paragraph 5.a. or 5.b.:

5.a. The Alternate Payee is hereby assigned a benefit of _____% of the Participant's monthly pension benefit being paid to the Participant.

OR

5.b. The Alternate Payee is hereby assigned \$ _____ of the Participant's monthly pension benefit being paid to the Participant.

6. The Alternate Payee shall commence his/her portion of the benefit as soon as administratively possible after the Plan Administrator determines that this order is a QDRO. Payments to the Alternate Payee of his/her portion of the benefit will continue until the earlier of the Plan Participant's death or the Alternate Payee's death.

7. In the event of the Alternate Payee's death prior to the Participant, the Alternate Payee's portion shall revert back to the Participant.

8. If the Alternate Payee is the spouse or former spouse of the Participant, the Alternate Payee shall be treated as the distributee under Code §§61, 72 and 402 as to any payment or distribution that is made directly to the Alternate Payee under this Order and shall be solely responsible for any income or other taxes due with respect to such amounts.

9. While it is anticipated that the Plan Administrator will pay directly to the Alternate Payee the benefit awarded under this Order, the Participant is designated a constructive trustee to the extent the Participant receives any benefits under the Plan that are due to the Alternate Payee but paid to the Participant. In the event of such payment, the Participant is ordered and decreed to pay the benefit defined above directly to the Alternate Payee.

10. Nothing contained in this Order shall be construed to require the Plan or the Plan Administrator:

- a. To provide to the Alternate Payee any type or form of benefit, or any option, not otherwise available under the Plan, or
- b. To pay any benefits to the Alternate Payee which are required to be paid to another alternate payee under another domestic relations order previously determined by the Plan Administrator to be a QDRO, or
- c. To require the Plan to provide increased benefits.

11. In the event of a conflict between the terms of this QDRO and the terms of the Plan, as interpreted by the Plan Administrator in its sole discretion, the terms of the Plan shall take precedence.
12. This QDRO shall be incorporated by reference into any final judgment and decree of divorce as if each and every paragraph herein were specifically set forth therein.
13. This QDRO will continue to be effective with respect to any successor or transferee plan, including any plan into which the Plan is merged. In the event of a change of Plan Administrator or amendment to the Plan, the Alternate Payee shall receive the same written notification as other beneficiaries.
14. The Plan Administrator shall interpret the terms of this Order in a manner that is consistent with applicable law. Should any portion of this Order be rendered invalid, illegal, unconstitutional, or otherwise incapable of enforcement, or should any of the matters herein ordered need to be adjusted to accomplish the objectives of this Order, the Court reserves jurisdiction to make such adjustment in this Order as will effect the intent of the parties as manifested herein.
15. A certified copy of this Order shall be served upon the Plan Administrator.

Dated this ____ day of _____, 20__.

Signature of Judge