

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 terms of the Plan's written QDRO procedures, the terms of the Plan shall prevail.

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 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.

The Plan does not permit domestic relations orders to make, change, or revoke beneficiary designations for the Participant. If the Alternate Payee is currently the Participant's designated beneficiary for the Plan, and the Participant wishes to change his or her beneficiary designation for the Plan, the Participant must contact the Plan administrator and make a new beneficiary designation in accordance with the Plan terms.

Provisions of Sample Domestic Relations Order

Plan Participant Not 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
P.O 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, 5.b or 5.c:

5.a The Alternate Payee is hereby awarded as his/her sole and separate property \$_____ of the Participant's vested accrued benefit payable at normal retirement age. The Alternate Payee shall not be entitled to additional Plan benefits, even if the Participant subsequently qualifies for supplemental benefit payments. The Alternate Payee's interest award and coincident or subsequent benefit commencement calculation shall include all appropriate actuarial adjustments, if any, including but not limited to adjustments for any applicable difference in the ages of the Participant and Alternate Payee. The Alternate Payee hereby expressly waives any right to any ERISA-mandated Qualified Pre-Retirement Survivor Annuity ("QPSA") and/or Qualified Joint and Survivor Annuity ("QJSA") which may be available under the terms of the Plan.

OR

5.b The Alternate Payee is hereby assigned as his/her sole and separate property a fractional interest in the Participant's vested accrued pension benefit under the Plan equal to ___% [the drafter should enter the percentage] of the ratio of (a) the number of days of service accumulated by the Participant as a participant in the Plan, used for benefit accrual purposes, during the period beginning on the date of the parties' marriage and ending on the date of their marital separation/divorce set forth below to (b) the total of such days used for benefit accrual purposes through the Alternate Payee's Annuity Starting Date (the "Annuity Starting Date" shall be the date as of which the Alternate Payee elects to commence receipt of benefits, unless an earlier commencement date is required by Paragraph 6 or Plan terms). If the Participant qualifies for supplemental benefit payments due to early retirement or disability retirement under the Plan, then the Alternate Payee shall be entitled to receive a share of such supplemental benefit payments provided the Alternate Payee did not commence receiving payment under the Plan prior to the Participant. The Alternate Payee's share of such supplemental benefit payments shall equal the Alternate Payee's percentage, under the formula above, of the Participant's benefits under the Plan. Alternate Payee's interest shall be determined as of the Alternate Payee's Annuity Starting Date and shall include all appropriate actuarial adjustments, if any, including but not limited to adjustments for any applicable difference in the ages of the Participant and Alternate Payee. The Alternate Payee hereby expressly waives any right to any ERISA-mandated Qualified Pre-Retirement Survivor Annuity ("QPSA") and/or Qualified Joint and Survivor Annuity ("QJSA") which may be available under the terms of the Plan.

Date of Marriage _____

Date of Separation/Divorce _____

OR

5.c The Alternate Payee is hereby awarded as his/her sole and separate property an interest in the Participant's vested accrued pension benefit under the Plan equal to

___% [the drafter should enter the percentage] of the Participant's accrued benefit under the Plan as of _____ [the drafter should provide the date as of which the Alternate Payee's share of the Participant's accrued benefit is to be determined—e.g., the date of divorce, date of separation, etc. If this option is selected, the date as of which the Alternate Payee's benefit is to be determined must be on or after January 1, 2012, and must be the first of a month.]. The Alternate Payee's interest shall be determined as soon as administratively feasible following the Plan's determination that this Order constitutes a QDRO, and the Alternate Payee shall not be entitled to additional Plan benefits, even if the Participant subsequently qualifies for additional benefits. The Alternate Payee's interest award and coincident or subsequent benefit commencement calculation shall include all appropriate actuarial adjustments, if any, including but not limited to adjustments for any applicable difference in the ages of the Participant and Alternate Payee. The Alternate Payee hereby expressly waives any right to any ERISA-mandated Qualified Pre-Retirement Survivor Annuity ("QPSA") and/or Qualified Joint and Survivor Annuity ("QJSA") which may be available under the terms of the Plan.

6. The Alternate Payee shall have the right to elect to receive benefit payments on or after the date on which the Participant attains or would have attained the "earliest retirement age" as that term is defined by the Code section 414(p)(4). Alternate Payee may elect distribution of his/her awarded interest in any form available to Participant under the terms of the Plan as of the date such distribution commences, other than in the form of a joint and survivor annuity payable to the Alternate Payee and Alternate Payee's spouse, but only if the form complies with the minimum distribution requirements of section 401(a)(9) of the Internal Revenue Code. Payments will be calculated using appropriate actuarial adjustments, if any, to provide for a benefit based on the Alternate Payee's lifetime. If the Alternate Payee's Annuity Starting Date is before the Participant's normal retirement date, the Alternate Payee's benefit calculation shall include adjustments for actuarial factors related to such earlier commencement in accord with the terms of the Plan. The Alternate Payee shall provide the Plan with satisfactory proof of his/her birth date (an original or certified copy of his/her birth certificate or other document satisfactory to the Plan) before any distribution of his/her awarded interest may commence. Absent an earlier Alternate Payee request, distribution of Alternate Payee's awarded interest shall commence no later than as of the date on which distribution of Participant's Plan benefits commence. Provided that distribution of Alternate Payee's awarded interest has not yet commenced, the Plan shall notify Alternate Payee in writing at the last address in its files should the Plan commence payment of any Plan benefits to the Participant. Absent termination or modification of the Plan, once distribution of any benefits awarded to the Alternate Payee begins, no further adjustment shall be made to the amount of Alternate Payee's awarded benefit interest except as provided by the terms of the Plan.
7. In the event of the Alternate Payee's death prior to the Alternate Payee's commencement of benefits, fifty percent (50%) of the present value of the

Alternate Payee's interest awarded herein (including supplemental benefits awarded) shall be distributed in a lump sum payment to the beneficiary designated by the Alternate Payee in accordance with the terms of the Plan. If no beneficiary is designated at the time of the Alternate Payee's death, such distribution shall be made to the Alternate Payee's estate. The remainder of the present value of the Alternate Payee's interest (including supplemental benefits awarded) will no longer be payable from the Plan (i.e., they will not be payable to the participant or to the Alternate Payee's designated beneficiary or estate).

8. If, after entry of the Order but prior to distribution of the awarded interest awarded herein, Participant predeceases Alternate Payee, the above awarded interest shall nonetheless be paid to the Alternate Payee, pursuant to the terms of this Order and the terms of the Plan, regardless of any subsequent surviving spouse or other death beneficiary designation that may have been made by the Participant. The Alternate Payee shall not be entitled to any survivor benefits attributable to the Participant's benefits unless the Participant designates the Alternate Payee as a beneficiary in accordance with the terms of the Plan.
9. All Plan benefits other than those benefit interests specifically awarded to Alternate Payee in this Order (or awarded to any other alternate payee by one or more orders which meet the requirements of a QDRO) shall be the sole and separate property of the Participant.
10. 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.
11. 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.
12. 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 to be a QDRO, or

- c. To require the Plan to provide increased benefits (determined on the basis of actuarial value).
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. A certified copy of this Order shall be served upon the Plan Administrator.

Dated this ____ day of _____, 20__.

Signature of Judge