

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

In Re:)	BK No.: 12-49219
EDISON MISSION ENERGY, et al.,)	(Jointly Administered)
)	Chapter: 11
)	Honorable Jacqueline Cox
)	
Debtor(s))	

Re: Docket No. _____

**ORDER (A) SETTING BAR DATES FOR FILING
PROOFS OF CLAIM, INCLUDING SECTION 503(B)(9) PROOFS OF
CLAIM, AGAINST EME HOMER CITY GENERATION, L.P., EDISON
MISSION FINANCE CO., AND HOMER CITY PROPERTY HOLDINGS,
INC. AND (B) APPROVING THE FORM AND MANNER OF NOTICE THEREOF**

Upon the motion (the "Motion") of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") (a) establishing bar dates for filing proofs of claim (collectively, the "Homer City Bar Dates") against EME Homer City Generation, L.P., Edison Mission Finance Co., and Homer City Property Holdings, Inc. (the "Homer City Debtors") and (b) approving the form and manner of notice thereof, all as more fully set forth in the Motion; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and the Court having found that the Debtors provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the "Hearing"); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

2. Except as otherwise set forth herein, all Claimants (other than governmental units) holding or wishing to assert a Claim that arose before May 2, 2013 (the "Homer City Petition Date") against the Homer City Debtors in these chapter 11 cases are required to file a Proof of Claim by October 29, 2013, the Homer City General Bar Date.

3. Except as otherwise set forth herein, the Homer City Governmental Bar Date for all governmental units to file a Proof of Claim in these chapter 11 cases against the Homer City Debtors is October 29, 2013.

4. In the event that the Debtors amend the Homer City Schedules to reduce, delete, or change the status of a Claim in the Homer City Schedules, the bar date for filing a Proof of Claim with respect to

such Claim shall be the later of (a) the Homer City General Bar Date and (b) 30 days after the applicable Claimant is served with notice that the Debtors have amended the Homer City Schedules reducing, deleting, or changing the status of such Claim.

5. The bar date by which a Proof of Claim relating to the Homer City Debtors' rejection of a contract or lease must be filed is the latest of: (a) the Homer City General Bar Date; (b) 30 days after the date of the entry of any order authorizing the Homer City Debtors' rejection of an executory contract or unexpired lease; and (c) 30 days after the effective date of the Homer City Debtors' rejection of such executory contract or unexpired lease.

6. The Homer City Bar Dates apply to all Claims held or to be asserted against the Homer City Debtors, including the following:

a. any Claim that is listed in the Homer City Schedules as "contingent," "unliquidated," or "disputed" (or any combination thereof) if the applicable Claimant desires to participate in these chapter 11 cases or share in any distribution in these chapter 11 cases on account of such Claim;

b. any Claim that is listed in the Homer City Schedules that the applicable Claimant believes should be listed or classified other than as set forth in the Homer City Schedules;

c. any Claim against the Homer City Debtors that is not listed in the applicable Homer City Schedules; and

d. any Claim under section 503(b)(9) of the Bankruptcy Code for goods received by the Homer City Debtors within 20 days before the Homer City Petition Date.

7. A Proof of Claim need not be filed by any Claimant holding or wishing to assert Claims against the Homer City Debtors of the types set forth in clauses (a) through (e) below:

a. any Claims listed in the Homer City Schedules or any amendments thereto, which are not listed as "contingent," "unliquidated," or "disputed" (or any combination thereof), and are not disputed by the Claimant holding such Claim as to nature, amount, or classification;

b. any Claims for which a Proof of Claim has already been filed with the Court;

c. any Claims of or on behalf of Debtor Edison Mission Energy or its direct or indirect subsidiaries;

d. any Claims previously allowed by, or paid pursuant to, an order of the Court; and

e. any Claims allowable under section 503(b) and 507(a)(1) of the Bankruptcy Code as administrative expenses of the Debtors' chapter 11 cases, with the exception of Claims allowable under section 503(b)(9) of the Bankruptcy Code, which shall be filed as provided above.

8. The Committee and the ad hoc group of certain holders of Edison Mission Energy's senior unsecured notes (the "Noteholder Group") may request of the Debtors reasonable information (including, without limitation, supporting documentation sufficient for a validly and properly filed Proof of Claim) regarding any Claim against any Homer City Debtor held by any Debtor or non-debtor direct or indirect subsidiary of Debtor Edison Mission Energy (each an "Intercompany Claim"), and the Debtors shall make commercially reasonable efforts to provide such information within a reasonable

time period after receipt of such request. Without limiting any other rights that they may have, the Committee and the Noteholder Group shall have and maintain the rights to object to any Intercompany Claim in accordance with applicable Bankruptcy Code provisions and Bankruptcy Rules.

9. For the avoidance of doubt, any affiliate of the Homer City Debtors that holds a Claim and is not a Debtor or not a non-debtor direct or indirect subsidiary of Debtor Edison Mission Energy, including, without limitation, Edison International and Southern California Edison, shall be required to file a Proof of Claim in accordance with this Order.

10. The Debtors retain the right to: (a) dispute and assert offsets or defenses against any filed Claim or any Claim whether or not listed or reflected in the Homer City Schedules as to the nature, amount, liability, classification, or otherwise of such Claim; and (b) subsequently designate any Claim as contingent, unliquidated, or disputed.

11. Unless otherwise ordered by the Court, pursuant to Bankruptcy Rule 3003(c)(2), any Claimant, including any Claimant holding a Claim arising under section 503(b)(9) of the Bankruptcy Code, who is required, but fails, to file a Proof of Claim in accordance with this Order on or before the applicable Homer City Bar Date, or by other order of the Court, shall be forever barred, stopped, and enjoined from asserting such Claim against the Debtors (or filing a Proof of Claim with respect thereto), and the Debtors and their property shall be forever discharged from any and all indebtedness or liability with respect to such Claim, and such holder shall not (a) be treated as a creditor with respect to such Claim; (b) be permitted to vote to accept or reject any chapter 11 plan filed in these chapter 11 cases; (c) participate in any distribution in these chapter 11 cases on account of such Claim; or (d) be permitted to receive further notices regarding such Claim.

12. For any Proof of Claim to be validly and properly filed, a signed original of the completed Proof of Claim, together with accompanying documentation, must be delivered to the Claims Agent at the address set forth on the Homer City Bar Date Notice, attached hereto as Exhibit 1, so as to be received no later than 4:00 p.m. (prevailing Central Time) on the respective Homer City Bar Date.

13. Each Proof of Claim must: (a) be written in English; (b) include a Claim amount denominated in United States dollars; (c) conform substantially with the applicable Proof of Claim form included with the Homer City Bar Date Notice or Official Form 10; and (d) be signed by the Claimant or if the Claimant is not an individual, by an authorized agent of the Claimant.

14. Each Proof of Claim must include supporting documentation (or, if such documentation is voluminous, include a summary of such documentation) or an explanation as to why such documentation is not available; provided, that a Proof of Claim may be submitted without supporting documentation upon the prior written consent of the Debtors and any other party in interest.

15. Claimants are permitted to submit Proofs of Claim in person, by courier service, overnight delivery, or first class U.S. mail only. Facsimile and electronic mail submissions are not acceptable. Proofs of Claim are deemed filed when actually received by the Claims Agent (not the date of the postmark). If a Claimant wishes to receive acknowledgment of receipt of such Claimant's Proof of Claim, such Claimant must submit a copy of the Proof of Claim and a self-addressed, stamped envelope to the Claims Agent along with the original Proof of Claim.

16. The form of the Homer City Bar Date Notice attached hereto as Exhibit 1 is approved and shall be deemed adequate and sufficient. The Homer City Bar Date Notice shall be mailed by the Claims

Agent by first class U.S. mail, postage prepaid, to the address of the Claimant as it appears in the Homer City Debtors' books and records no later than five days after the entry of the Order, but in no event later than 30 days before the earliest Homer City Bar Date, to all known Claimants holding potential Claims.

17. The Debtors are directed to give notice of the Homer City Bar Dates by publishing the Homer City Bar Date Notice once in the national edition of The New York Times. Additionally, the Debtors are hereby authorized, but not required, to publish the Homer City Bar Date Notice at such times and in such trade or other publications as the Debtors shall determine. Such notices, if published, shall be published on or before 30 days before the earliest Homer City Bar Date.

18. The Debtors are authorized to enter into such transactions to cause such publication to be made and to make reasonable payments required for such publication.

19. Provision of notice of the Homer City Bar Dates as set forth in this Order, in the manner set forth herein, constitutes adequate and sufficient notice of each of the Homer City Bar Dates and is deemed to satisfy all applicable notice requirements.

20. All Claimants that rely on the Homer City Schedules with respect to filing a Proof of Claim in these chapter 11 cases are responsible for determining that their Claims are accurately listed therein.

21. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

22. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

23. Notwithstanding the possible applicability of Bankruptcy Rules 6004(h), 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

Enter:

J.C.X. Jacqueline P. Cox

Dated:

8/21/13

United States Bankruptcy Judge

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