

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
Eastern Division

In Re: ) BK No.: 12-49219, *et al.*  
EDISON MISSION ENERGY, et al., )  
)  
) Chapter: 11  
)  
)  
)  
Debtor(s) )

**ORDER AUTHORIZING BUT NOT DIRECTING  
THE DEBTORS' TO PERFORM OBLIGATIONS UNDER  
FORBEARANCE AGREEMENT RELATING TO THE POJO FACILITIES**

Upon the motion (the "Motion") of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for entry of an order (this "Order") authorizing but not directing the Debtors to perform obligations under the Forbearance Agreement, all as more fully set forth in the Motion; and upon the First Day Declaration; 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. The Forbearance Agreement is hereby approved to the extent provided herein and the Debtors are authorized to perform any and all obligations under the Forbearance Agreement.
3. The time for the Debtors to satisfy obligations on account of rent payments under the Lease shall be extended to February 15, 2013 (i.e., the date that is 60 days from the Petition Date); provided, however, that to the extent Signing Certificate Holders holding at least a majority of the Certificates, in value, deliver written notice that a termination event has occurred in accordance with the Forbearance Agreement, such 60-day extension shall be revoked without further action by or order from the Court.
4. It is hereby ordered that solely during the Forbearance Period, notwithstanding that the Notes have not been accelerated, the Notes shall be deemed to accrue, from the Petition Date, interest for all purposes under the Operative Documents at the Overdue Rate, calculated based on the entire amount of principal and accrued but unpaid interest outstanding under the Notes as of the Petition Date, in all cases as though the Notes had been declared due and payable as of the Petition Date.
5. Any notice given pursuant to section 3 of the Forbearance Agreement shall be deemed permissible

and shall not be a violation of the automatic stay imposed by section 362 of the Bankruptcy Code.

6. The rights of the parties to the Forbearance Agreement are hereby reserved with respect to the applicability of section 365(d) of the Bankruptcy Code.

7. In accordance with this Order and any other order of this Court, each of the financial institutions at which the Debtors maintain their accounts relating to the payment of the obligations described in the Motion is directed to honor checks presented for payment of obligations described in the Motion and all fund transfer requests made by the Debtors related thereto to the extent that sufficient funds are on deposit in such amounts.

8. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion.

9. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against a Debtor entity; (b) a waiver of the Debtors' right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law.

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

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

13. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Enter:

  
United States Bankruptcy Judge

Dated: **DEC 18 2012**

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