

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

)	
In re:)	Chapter 11
)	
EDISON MISSION ENERGY, <i>et al.</i> , ¹)	Case No. 12-[_____] (____)
)	
Debtors.)	(Joint Administration Requested)
)	

NOTICE OF MOTION

PLEASE TAKE NOTICE that on December 17, 2012, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Application for Entry of an Order Authorizing Debtors to Employ and Retain GCG, Inc. as Notice, Claims, and Solicitation Agent* (the “Motion”).

PLEASE TAKE FURTHER NOTICE that the Debtors have requested a hearing on the Motion on Monday, December 17, 2012, at a time to be determined before the Honorable [_____] or any other judge who may be sitting in [**his/her**] place and stead, in Courtroom [_____] in the United States Courthouse, 219 South Dearborn Street, Chicago, Illinois, at which time you may appear if you deem fit.

PLEASE TAKE FURTHER NOTICE that the hearing date and time once determined as well as copies of all documents are available free of charge by visiting the case website maintained by GCG, Inc. proposed notice and claims agent for these chapter 11 cases, available at www.edisonmissionrestructuring.com or by calling (866) 241-6491. You may also obtain copies of any pleadings by visiting the Court’s website at www.ilnb.uscourts.gov in accordance with the procedures and fees set forth therein.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Edison Mission Energy (1807); Camino Energy Company (2601); Chestnut Ridge Energy Company (6590); Edison Mission Energy Fuel Services, LLC (4630); Edison Mission Fuel Resources, Inc. (3014); Edison Mission Fuel Transportation, Inc. (3012); Edison Mission Holdings Co. (6940); Edison Mission Midwest Holdings Co. (6553); Midwest Finance Corp. (9350); Midwest Generation EME, LLC (1760); Midwest Generation, LLC (8558); Midwest Generation Procurement Services, LLC (2634); Midwest Peaker Holdings, Inc. (5282); Mission Energy Westside, Inc. (0657); San Joaquin Energy Company (1346); Southern Sierra Energy Company (6754); and Western Sierra Energy Company (1447). The location of parent Debtor Edison Mission Energy’s corporate headquarters and the Debtors’ service address is: 3 MacArthur Place, Suite 100, Santa Ana, California 92707.

Dated: December 17, 2012

/s/ David R. Seligman, P.C.

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

)	
In re:)	Chapter 11
)	
EDISON MISSION ENERGY, <u>et al.</u> , ¹)	Case No. 12-[_____] (____)
)	
Debtors.)	(Joint Administration Requested)
)	

**DEBTORS' APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING DEBTORS TO EMPLOY AND RETAIN
GCG, INC. AS NOTICE, CLAIMS, AND SOLICITATION AGENT**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state as follows in support of this application (this “Application”):²

Relief Requested

1. By this Application, the Debtors request entry of an order, substantially in the form attached hereto as **Exhibit A**, authorizing them to (i) employ GCG as notice, claims, and solicitation agent in connection with the Debtors’ chapter 11 cases, (ii) prepare a consolidated list of creditors in the format or formats currently maintained in the ordinary course of business in lieu of submitting any required Mailing Matrix (defined below), (iii) mail with the assistance

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, include: Edison Mission Energy (1807); Camino Energy Company (2601); Chestnut Ridge Energy Company (6590); Edison Mission Energy Fuel Services, LLC (4630); Edison Mission Fuel Resources, Inc. (3014); Edison Mission Fuel Transportation, Inc. (3012); Edison Mission Holdings Co. (6940); Edison Mission Midwest Holdings Co. (6553); Midwest Finance Corp. (9350); Midwest Generation EME, LLC (1760); Midwest Generation, LLC (8558); Midwest Generation Procurement Services, LLC (2634); Midwest Peaker Holdings, Inc. (5282); Mission Energy Westside, Inc. (0657); San Joaquin Energy Company (1346); Southern Sierra Energy Company (6754); and Western Sierra Energy Company (1447). The location of parent Debtor Edison Mission Energy’s corporate headquarters and the Debtors’ service address is: 3 MacArthur Place, Suite 100, Santa Ana, California 92707.

² The facts and circumstances supporting this Application are set forth in the *Declaration of Maria Rigatti, Senior Vice President and Chief Financial Officer of Edison Mission Energy, in Support of Chapter 11 Petitions and First Day Motions* (the “First Day Declaration”), filed contemporaneously herewith.

of GCG, Inc. (“GCG”), the initial notices and all subsequent notices to all creditors listed in the Mailing Matrix, and (iv) file a consolidated list of the Debtors’ 30 largest unsecured creditors. In support of this Application, the Debtors submit the Declaration of Emily S. Gottlieb, Assistant Vice President of Midwest Operations of GCG, Inc. (the “Gottlieb Declaration”), which is attached hereto as **Exhibit B** and incorporated by reference herein.

2. Pursuant to Rule 1007(a)(1) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and rule 1007-1 of the Local Rules of the United States Bankruptcy Court for the Northern District of Illinois (the “Local Rules”), a chapter 11 petition for relief is to be accompanied by a list of parties in interest (the “Mailing Matrix”) in a computer readable format designed and published from time to time by the clerk of the Court (the “Clerk’s Office”). In addition, pursuant to Bankruptcy Rule 2002 the Clerk, or some other person as the Court may direct, is required to provide various notices to creditors, equity security holders, the United States and the United States Trustee for the Northern District of Illinois (the “U.S. Trustee”).

3. By this Application, the Debtors hereby request that the Court enter an order authorizing (i) the Debtors to employ GCG as the authorized claims, noticing and solicitation agent of the Bankruptcy Court to, among other things, undertake mailings as directed by the Debtors or the Court or the U.S. Trustee as required by the Bankruptcy Code, the Bankruptcy Rules or the Local Rules, subject to that certain Bankruptcy Administration Agreement, by and between GCG and the Debtors, dated August 23, 2012 (such agreement together with all amendments, modifications, renewals thereof and all documents ancillary thereto or otherwise entered into in connection therewith, are collectively referred to herein as the “Services Agreement”), a copy of which is attached hereto as **Exhibit C**, (ii) the Debtors to prepare a consolidated list of creditors in the format or formats currently maintained in the ordinary course

of business in lieu of submitting any required Mailing Matrix (defined below) (iii) the Debtors to make available the Mailing Matrix to any party in interest who so requests, at such requesting party's sole cost and expense; (iv) the Debtors to mail directly to the parties on the Mailing Matrix initial notices, including notice of the filing of the bankruptcy cases; (v) the Debtors to undertake all subsequent mailings directed by the Court or the U.S. Trustee, or required by the Bankruptcy Code, the Bankruptcy Rules or the Local Rules; (vi) that satisfaction of the mailings described in (iv) and (v) above shall satisfy Bankruptcy Rule 2002; and (vii) the Debtors to file a consolidated list of the Debtors' 30 largest unsecured creditors.

Jurisdiction

4. The United States Bankruptcy Court for the Northern District of Illinois (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

5. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

6. The statutory bases for the relief requested herein are sections 156(c) of title 28 of the United States Code, section 503(b) of title 11 of the United States Code (the "Bankruptcy Code"), and Local Rule 1007-2(B).

Background

7. Edison Mission Energy, together with its Debtor and non-Debtor affiliates, is a leading independent power producing enterprise specializing in developing, operating, and selling energy and capacity from over 40 generating facilities in 12 states and the Republic of Turkey. The Debtors have approximately 950 employees and maintain headquarters in Chicago, Illinois and Santa Ana, California.

8. On the date hereof (the "Petition Date"), each of the Debtors filed a petition with this Court under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their

businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Application, the Debtors requested procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b). No party has requested the appointment of a trustee or examiner in these chapter 11 cases, and no committees have been appointed or designated.

GCG's Qualifications

9. As described in the First Day Declaration, there may be thousands of creditors and other parties in interest in the Debtors' chapter 11 cases. In any case of this size, Local Rule 1007-2(B) requires the Debtors to file a motion to employ a notice or claims agent.

10. Accordingly, the Debtors propose to engage GCG to act as the Debtors' notice, claims, and solicitation agent. This retention is the most effective and efficient manner of noticing the thousands of creditors and parties in interest of the filing of these chapter 11 cases and other developments in these chapter 11 cases. In that capacity, GCG will transmit, receive, docket, and maintain proofs of claim filed in connection with these chapter 11 cases.

11. GCG is a bankruptcy administrator that specializes in providing comprehensive chapter 11 administrative services including noticing, claims processing, balloting, and other related services critical to the effective administration of chapter 11 cases. Indeed, GCG has developed efficient and cost-effective methods to properly handle the voluminous mailings associated with the noticing, claims processing, and balloting portions of chapter 11 cases to ensure the orderly and fair treatment of creditors, equity security holders, and all parties in interest. Further, GCG will work with the Clerk's Office to ensure that such methodology conforms with all of the Court's procedures, the Local Rules, and the provisions of any orders entered by this Court. GCG has substantial experience in matters of this size and complexity and has acted as the official notice, claims, and solicitation agent in many large bankruptcy cases in

this District and other districts nationwide. See, e.g., In re The ShoreBank Corp., No. 12-00581 (ABG) (Bankr. N.D. Ill. Jan. 9, 2012); In re Chicagoland Conservative Jewish High School Found., No. 11-19342 (SPS) (Bankr. N.D. Ill. May 5, 2011); In re Clare Oaks, No. 11-48903 (PSH) (Bankr. N.D. Ill. Dec. 5, 2011); In re Fairview Ministries, Inc., No. 11-04386 (TAB) (Bankr. N.D. Ill. Feb. 4, 2011); In re Life Fund 5.1, LLC, No. 09-32672 (ABG) (Bankr. N.D. Ill. Sept. 2, 2009); In re Holding Liquidating II LLC (f/k/a SP Newsprint Holdings LLC), No. 11-13649 (CSS) (Bankr. D. Del. Nov. 15, 2011); In re Security National Props. Funding III, LLC, No. 11-13277 (KG) (Bankr. D. Del. Oct. 13, 2011); In re DS Liquidation L.P. (f/k/a Dallas Stars, L.P.), No. 11-12935 (PJW) (Bankr. D. Del. Sept. 19, 2011); In re Harry & David Holdings, Inc., No. 11-10884 (MFW) (Bankr. D. Del. Mar. 28, 2011).

Services to be Provided

12. Specifically, the Debtors seek to engage GCG to provide certain noticing, claims processing, and balloting administration services including, without limitation:

- a. Preparing and serving required notices in these chapter 11 cases, including:
 - i. notice of the commencement of these chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - ii. a notice of the claims bar date;
 - iii. notices of objections to claims and objections to transfers of claims;
 - iv. notices of hearings on motions filed by the Office of the U.S. Trustee;
 - v. notices of transfers of claims;
 - vi. notices of any hearings on a disclosure statement and confirmation of the Debtors' plan or plans of reorganization; and

- vii. such other miscellaneous notices as the Debtors or Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases.
- b. Within seven days after the mailing of a particular notice, filing with the Court a copy of the notice served with a certificate of service attached indicating the name and complete address of each party served.
- c. Receiving, examining, and maintaining copies of all proofs of claim and proofs of interest filed in these chapter 11 cases.
- d. Maintaining official claims registers in these chapter 11 cases by docketing all proofs of claim and proofs of interest in a claims database that includes the following information for each such claim or interest asserted:
 - i. the name and address of the claimant or interest holder and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - ii. the date the proof of claim or proof of interest was received by GCG and/or the Court;
 - iii. the claim number assigned to the proof of claim or proof of interest;
 - iv. the asserted amount and classification of the claim; and
 - v. the applicable Debtor against which the claim or interest is asserted.
- e. Recording all transfers of claims pursuant to Bankruptcy Rule 3001(e).
- f. Revising the creditor matrix after the objection period expires.
- g. Recording any order entered by the Court which may affect a claim by making a notation on the claims register.
- h. Monitoring the Court's docket for any claims-related pleading filed and making necessary notations on the claims register.

- i. Maintaining a separate claims register for each debtor if these chapter 11 cases are jointly administered.
- j. Filing a quarterly updated claims register with the Court in alphabetical and numerical order. If there was no claims activity, a certification of no claim activity may be filed.
- k. Maintaining an up-to-date mailing list of all creditors and all entities who have filed proofs of claim or proofs of interest and/or request for notices in the case and providing such list to the Court or any interested party upon request (within 48 hours).
- l. Providing access to the public for examination of claims and the claims register at no charge.
- m. Forwarding all claims, an updated claims register, and an updated mailing list to the Court within ten days of entry of an order converting a case or within 30 days of entry of a final decree. The claims register and mailing list will be provided in both paper and on disc and in alphabetical and numerical order. The mailing list disc will be in .txt format.
- n. Implementing necessary security measures to ensure the completeness and integrity of the claims registers.
- o. Complying with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements.
- p. Providing temporary employees to process claims as necessary.
- q. Promptly complying with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe.
- r. Providing such other claims processing, noticing, and related administrative services as may be requested from time to time by the Debtors.

13. In addition to the foregoing, GCG will assist with, among other things:
(a) maintaining and updating the master mailing lists of creditors; (b) to the extent necessary, gathering data in conjunction with the preparation of the Debtors' schedules of assets and

liabilities and statements of financial affairs; (c) tracking and administration of claims; (d) assisting in the dissemination of information to the public, and responding to requests for administrative information regarding the case as directed by the Debtors or the Court, including through the use of a case website and/or call center; and (e) performing other administrative tasks pertaining to the administration of these chapter 11 cases, as may be requested by the Debtors or the Clerk's Office. GCG will follow the notice and claim procedures that conform to the guidelines promulgated by the Clerk of the Court and the Judicial Conference of the United States and as may be entered by the Court's order.

Professional Compensation

14. The fees to be charged by GCG in connection with these chapter 11 cases are set forth in the Services Agreement. The Debtors propose that the cost of GCG's services be paid from the Debtors' estates pursuant to section 156(c) of title 28 of the United States Code and section 503(b)(1)(A) of the Bankruptcy Code. The Debtors respectfully submit that GCG's rates for its services in connection with the notice, claims processing, and solicitation services are competitive and comparable to the rates charged by their competitors for similar services. Indeed, the Debtors conducted a review and competitive comparison of other firms prior to selecting GCG as claims agent and, following arms' length negotiations, determined GCG's rates to be more than reasonable given the quality of GCG's services and GCG's prior bankruptcy expertise.

15. Furthermore, the Debtors respectfully submit that the fees and expenses incurred by GCG are administrative in nature and, therefore, should not be subject to the standard fee application procedures for professionals. Specifically, the Debtors request authorization to compensate GCG in accordance with the terms and conditions set forth in the Services Agreement, upon GCG's submission to the Debtors of invoices summarizing in reasonable detail

the services rendered and expenses incurred in connection with services provided by GCG to the Debtors.

16. The Debtors paid GCG a retainer of \$750,000 which was replenished as appropriate, and will apply those funds first against all pre-petition fees and expenses and then against the last invoice for fees and expenses that GCG will incur in these chapter 11 cases.

GCG's Disinterestedness

17. The Debtors have many creditors, and accordingly, GCG may have rendered and may continue to render services to certain of these creditors. GCG has not and will not represent the separate interests of any such creditor in these cases. Additionally, GCG employees may, in the ordinary course of their personal affairs, have relationships with certain creditors of the Debtors. For example, one or more of GCG's employees may have obligations outstanding with financial institutions that are creditors of the Debtors or may have used the Debtors' services.

18. Although the Debtors do not propose to employ GCG under section 327 of the Bankruptcy Code, to the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Gottlieb Declaration, GCG has represented that it neither holds nor represents any interest adverse to the Debtors' estate in connection with any matter on which it would be employed and that it is a "disinterested person," as referenced in section 327(a) of the Bankruptcy Code and as defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code. GCG will supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure.

Indemnification

19. As part of the overall compensation payable to GCG under the terms of the Services Agreement, the Debtors have agreed to certain indemnification and contribution obligations. The Services Agreement provides that the Debtors will indemnify, defend and hold

harmless GCG, its directors, officers, employees, affiliates, and agents under certain circumstances specified in the Services Agreement, but not in circumstances of losses resulting from GCG's gross negligence or willful misconduct. Both the Debtors and GCG believe that the indemnification obligations are customary and reasonable for notice, claims processing, and balloting agents retained in chapter 11 cases.

Basis for Relief

20. Section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of a bankruptcy court, authorizes the Court to use "facilities" or "services" other than the Clerk's Office for administration of bankruptcy cases. It states:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

21. In addition, Local Rule 1007-2(B) provides, in relevant part, as follows:

Claims Agent. On motion of the debtor or trustee, the court may authorize retention of a claims agent under 28 U.S.C. § 156(c) to prepare and maintain the claims register. In all cases with more than 500 creditors, the debtor must file a motion to employ a notice or claims agent approved by the clerk to perform this function.

N.D. ILL. BANKR. L.R. 1007-2(B).

22. Accordingly, section 156(c) of title 28 of the United States Code empowers the Court to utilize outside agents and facilities for notice and claims purposes, provided the Debtors' estates pay the cost of such services. Additionally, Local Rule 1007-2(B) provides that in all cases with over 500 creditors (such as these chapter 11 cases), a debtor is required to file a

motion to retain a claims agent. Therefore, for all of the foregoing reasons, the Debtors believe that the retention of GCG as the notice and claims agent in these chapter 11 cases is necessary and in the best interests of the Debtors, their estates, and their creditors. Furthermore, the Debtors respectfully submit that the fees and expenses that would be incurred by GCG under the proposed engagement would be administrative in nature and, therefore, should not be subject to standard fee application procedures of professionals.

23. Courts in this jurisdiction have approved similar relief in other chapter 11 cases. See, e.g., In re The Shorebank Corp., No. 12-00581 (ABG) (Bankr. N.D. Ill. Jan. 11, 2012); In re Clare Oaks, No. 11-48903 (PSH) (Bankr. N.D. Ill. Dec. 5, 2011); In re Chicagoland Conservative Jewish High School Found., No. 11-19342 (SPS) (Bankr. N.D. Ill. May 5, 2011); In re Fairview Ministries, Inc., No. 11-04386 (TAB) (Bankr. N.D. Ill. Feb. 15, 2011); In re Amcore Fin., Inc., No. 10-37144 (SPS) (Bankr. N.D. Ill. Aug. 19, 2010); In re XMH Corp. 1 (f/k/a Hartmarx Corp.), No. 09-02046 (BWB) (Bankr. N.D. Ill. Jan. 23, 2009); In re Life Fund 5.1, LLC, No. 09-32672 (ABG) (Bankr. N.D. Ill. Sept. 2, 2009); In re IFC Credit Corp., No. 09-27094 (JPC) (Bankr. N.D. Ill. July 27, 2009); In re Commercial Mortg. & Fin. Co., No. 08-73242 (MB) (Bankr. N.D. Ill. Oct. 8, 2008); In re Printers Row, LLC, No. 08-17301 (ERW) (Bankr. N.D. Ill. July 3, 2008); In re Millcreek Broad., L.L.C., Case No. 07-03121 (JPC) (Bankr. N.D. Ill. May 15, 2007); In re Neumann Homes, Inc., No. 07-20412 (ERW) (Bankr. N.D. Ill. Nov. 1, 2007); In re McLeodUSA, Inc., No. 05-63230 (JHS) (Bankr. N.D. Ill. Oct. 31, 2005).³

³ Because of the voluminous nature of the orders cited herein, such orders have not been attached to the Application. Copies of these orders are available upon request of the Debtors' proposed counsel.

Waiver for Filing Formatted Mailing Matrix

24. Pursuant to Bankruptcy Rule 1007(a)(1) and Local Rule 1007-1, a chapter 11 petition for relief is to be accompanied by a Mailing Matrix in a computer readable format designed and published from time to time by the Clerk's Office. Permitting the Debtors to maintain a consolidated list of their creditors in electronic format only, in lieu of filing a creditor matrix, is warranted under the circumstances of these cases. Indeed, because the Debtors have many thousands of potential creditors and other parties in interest, converting the Debtors' computerized information to a format compatible with the matrix requirements would be a burdensome task and would greatly increase the risk and recurrence of error with respect to information already intact on computer systems maintained by the Debtors or their agents.

25. The Debtors, working together with GCG, already have prepared a single, consolidated list of the Debtors' creditors in electronic format. The Debtors are prepared to make that list available in electronic form to any party in interest who so requests (or in non-electronic form at such requesting party's sole cost and expense) in lieu of submitting a mailing matrix to the clerk of the Court.

Single Consolidated List of the 30 Largest General Unsecured Creditors

26. Bankruptcy Rule 1007(d) requires the Debtors to file "a list containing the name, address, and claim of the creditors that hold the twenty (20) largest unsecured claims, excluding insiders." Fed. R. Bankr. P. 1007(d). This list is primarily used by the U.S. Trustee to evaluate the types and amounts of unsecured claims against the Debtors and thus to identify potential candidates to serve on an official committee of unsecured creditors appointed in the case

pursuant to section 1102 of the Bankruptcy Code.⁴ The Debtors submit that a single consolidated list of their combined thirty (30) largest non-insider unsecured creditors (the “Top 30 List”) in these cases would be more reflective of the body of unsecured creditors that have the greatest stake in these cases than separate lists for each of the Debtors.

27. In light of the foregoing, the Debtors submit that authority to file a Top 30 List of the largest unsecured creditors in the chapter 11 cases is in the best interests of the estates and will facilitate the efficient and orderly administration of these cases. The Debtors have prepared the Top 30 List, which to the best of the Debtors’ information, knowledge, and belief consists of the top unsecured creditors of the Debtors, excluding insiders and the Debtors believe a single, consolidated list of the Debtors’ 30 largest general unsecured, non-insider creditors will aid the U.S. Trustee in its efforts to communicate with these creditors.

Notice

28. The Debtors have provided notice of this Application to: (a) the Office of the U.S. Trustee for the Northern District of Illinois; (b) the entities listed on the Consolidated List of Creditors Holding the 30 Largest Unsecured Claims; (c) the indenture trustee for the Debtors’ senior unsecured notes; (d) counsel to the ad hoc committee of certain holders of the Debtors’ senior unsecured notes; (e) the indenture trustee for the lessor notes related to the Debtors’ Powerton generating station in Pekin, Illinois, and units 7 and 8 of the Debtors’ Joliet, Illinois, generating station and the pass-through trustee for the related pass-through certificates;

⁴ “The purpose of the separate list of 30 largest creditors required by this provision in the rules is to enable the clerk to identify members and the court to appoint immediately an unsecured creditors’ committee in compliance with II U.S.C. §1102(a)(1).” In re Dandy Doughboy Donuts, Inc., 66 B.R. 457, 458 (Bankr. S.D. Fla. 1986); see also 9 COLLIER ON BANKRUPTCY ¶ 1007.5 (Lawrence P. King, *et al.*, eds., 15th ed. 2001) (“[T]he larger [unsecured creditor] list and information about the claims of the creditors on the list enables the United States Trustee to determine the different types of claims existing in order to assure that a fully representative committee is appointed.”).

(f) counsel to the ad hoc committee of certain holders of pass-through certificates related to the Debtors' Powerton and Joliet generating stations; (g) the owner trusts and the equity investors for the Debtors' Powerton and Joliet generating stations (and their respective counsel, if known); (h) the lender under Debtor Edison Mission Energy's letter-of-credit facility (i) the state attorneys general for states in which the Debtors conduct business; (j) United States Attorney for the Northern District of Illinois; (k) the Internal Revenue Service; (l) the Securities and Exchange Commission; and (m) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business. In light of the nature of the relief requested herein, the Debtors respectfully submit that no further notice is necessary.

No Prior Request

29. No prior request for the relief sought in this Application has been made to this or any other court.

[Remainder of page intentionally left blank.]

WHEREFORE, for the reasons set forth herein and in the First Day Declaration, the Debtors respectfully request that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, granting the relief requested herein and such other and further relief as the Court deems appropriate.

Dated: December 17, 2012
Chicago, Illinois

By: /s/ Maria Rigatti
Maria Rigatti
Senior Vice President and Chief Financial
Officer
Edison Mission Energy

EXHIBIT A

Proposed Order

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

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

**ORDER AUTHORIZING EMPLOYMENT
AND RETENTION OF GCG, INC. AS NOTICE,
CLAIMS, AND SOLICITATION AGENT FOR DEBTORS**

Upon the application (the “Application”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) authorizing them to (i) employ GCG as the notice, claims, and solicitation agent for the Debtors, (ii) to prepare a consolidated list of creditors in the format or formats currently maintained in the ordinary course of business in lieu of submitting any required Mailing Matrix (defined below), (iii) to mail, with the assistance of GCG, Inc. (“GCG”), the initial notices and all subsequent notices to all creditors listed in the Mailing Matrix, and (iv) to file a single, consolidated list of their combined thirty largest unsecured creditors, all as more fully set forth in the Application; pursuant to 28 U.S.C. § 156(c); upon consideration of the Gottlieb Declaration and 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 Application 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 Application 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 Application and the opportunity for a hearing on the Application under the circumstances; and the Court having reviewed the Application 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 Application 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 Application is granted as set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.
2. In lieu of submitting a Mailing Matrix, the Debtors shall make available a single, consolidated list of all of the Debtors’ creditors in electronic form to any entity who so requests and in non-electronic form at such requesting entity’s sole cost and expense.
3. The Debtors are authorized to employ and retain GCG as their notice, claims, and solicitation agent in accordance with the terms and conditions set forth in the Application and the Services Agreement.
4. The Debtors and/or GCG are authorized to mail directly to the parties on such Mailing Matrix initial notices, including notice of filing of the bankruptcy cases.

5. The Debtors and/or GCG are authorized to mail directly to parties in interest various additional notices, motions and order in these chapter 11 cases.
6. The Debtors and/or GCG are authorized to undertake all subsequent mailings directed by the Court or the United States Trustee, or required by the Bankruptcy Code, the Bankruptcy Rules or the Local Rules.
7. The mailings authorized above satisfy the requirements of Bankruptcy Rule 2002.
8. GCG is also authorized to provide noticing and claims processing services as set forth in the Application and the Services Agreement.
9. In addition to the services set forth in the Application and the Services Agreement, GCG is authorized to provide other noticing, claims processing, solicitation, and administrative services as the Debtors and Clerk of the Court may request from time to time.
10. GCG is appointed as agent for the office of the Clerk of this Court (the “Clerk’s Office”) and, as such, is designated as the authorized repository for all proofs of claims filed in these chapter 11 cases and is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk’s Office with a certified duplicate thereof as the Clerk’s Office may direct.
11. If these cases convert to cases under chapter 7 of the Bankruptcy Code, GCG will continue to be paid for its services until the claims filed in the chapter 11 cases have been completely processed, at which time GCG will cooperate with the Clerk’s Office to turn over any reasonably requested materials to the Clerk’s Office or a new claims agent; if claims agent representation is necessary in the converted chapter 7 cases, GCG will continue to be paid in accordance with section 156(c) of title 28 of the United States Code under the terms set out in the Services Agreement and this Order.
12. Without further order of the Court, the Debtors are authorized to compensate GCG in accordance with the terms and conditions of the Services Agreement, upon GCG’s submission to the Debtors of invoices summarizing in reasonable detail the services rendered and expenses incurred in connection therewith and without the necessity for GCG to file an application for compensation or reimbursement with the Court.
13. The Debtors shall not be authorized to terminate GCG’s services, nor shall GCG withdraw from the engagement, absent further court order (which may be sought by GCG on expedited notice by filing a request with the Court with notice of such request to be provided by overnight or facsimile delivery to the Debtors, the Office of United States Trustee and counsel to any official committee of creditors appointed in these cases); provided, however, that GCG shall be compensated in accordance with the terms of the Services Agreement and this Order; provided further, that the foregoing does not obligate a successor trustee to utilize GCG’s services.
14. The indemnification provisions in Section 7 of the Services Agreement are approved, subject to the following clarifications:
 - a. GCG shall not be entitled to indemnification, contribution, or reimbursement for services other than the services to be provided under the Services Agreement, the Application, and this Order, unless such additional services and the indemnification, contribution, or reimbursement therefore are approved by the Court;

b. Notwithstanding anything to the contrary in the Services Agreement, the Debtors shall have no obligation to indemnify any person, or provide contribution or reimbursement to any person, for any claim or expense that is either (i) judicially determined (the determination having become final and no longer subject to appeal) to have arisen from GCG's gross negligence or willful misconduct; (ii) for a contractual dispute in which the Debtors allege breach of GCG's contractual obligations under the Services Agreement unless the Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Services Agreement as modified by the Application and Order; and

c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing these chapter 11 cases, GCG believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution, and/or reimbursement obligations under the Services Agreement (as modified by this Order), including without limitation the advancement of defense costs, GCG must file an application before this Court, and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Court shall have jurisdiction over any request for payment related to indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify GCG.

15. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of GCG incurred pursuant to the Services Agreement are to be treated as an administrative expense of the Debtors' estates.

16. GCG may apply the retainer first against all pre-petition fees and expenses and then against the last invoice for fees and expenses that GCG will incur in these chapter 11 cases.

17. Except as ordered by the Court pursuant to section 107(b) of the Bankruptcy Code, all papers, dockets, or other material filed in this case with GCG shall be deemed public records open to examination by any entity at reasonable times without charge. GCG may charge a fee for copying requested material, but the fee shall not exceed that charged pursuant to the Bankruptcy Court Fee Schedule issued by the Judicial Conference of the United States in accordance with section 1930(b) of title 28 of the United States Code.

18. The Debtors may file a single, consolidated list of their combined thirty (30) largest non-insider unsecured creditors in compliance with Bankruptcy Rule 1007(d) in these chapter 11 cases.

19. The Debtors and GCG are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

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

Enter:

Dated:

United States Bankruptcy Judge

Prepared by:

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and Debtors in Possession
Other than Camino Energy Company

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Proposed Counsel to Debtor Camino Energy Company
and Conflicts Counsel to the other Debtors
and Debtors in Possession

EXHIBIT B

Gottlieb Declaration

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)
EDISON MISSION ENERGY, et al.,¹) Chapter 11
Debtors.) Case No. 12-[_____] (____)
) (Joint Administration Requested)
)

**DECLARATION OF EMILY S. GOTTLIEB IN
SUPPORT OF DEBTORS' APPLICATION FOR ENTRY OF
AN ORDER AUTHORIZING EMPLOYMENT AND RETENTION
OF GCG, INC. AS NOTICE, CLAIMS, AND SOLICITATION AGENT**

I, Emily S. Gottlieb, being duly sworn, state the following under penalty of perjury:

1. I am the Assistant Vice President of Midwest Operations of GCG, Inc. ("GCG"), a company specializing in the administration of large bankruptcy cases.

2. I submit this Declaration in support of the application (the "Application") of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for authorization pursuant to section 156(c) of the Bankruptcy Code to employ and retain GCG as notice, claims, and solicitation agent in connection with these chapter 11 cases. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Edison Mission Energy (1807); Camino Energy Company (2601); Chestnut Ridge Energy Company (6590); Edison Mission Energy Fuel Services, LLC (4630); Edison Mission Fuel Resources, Inc. (3014); Edison Mission Fuel Transportation, Inc. (3012); Edison Mission Holdings Co. (6940); Edison Mission Midwest Holdings Co. (6553); Midwest Finance Corp. (9350); Midwest Generation EME, LLC (1760); Midwest Generation, LLC (8558); Midwest Generation Procurement Services, LLC (2634); Midwest Peaker Holdings, Inc. (5282); Mission Energy Westside, Inc. (0657); San Joaquin Energy Company (1346); Southern Sierra Energy Company (6754); and Western Sierra Energy Company (1447). The location of parent Debtor Edison Mission Energy's corporate headquarters and the Debtors' service address is: 3 MacArthur Place, Suite 100, Santa Ana, California 92707.

GCG's Qualifications

3. GCG is a bankruptcy administrator that specializes in providing comprehensive chapter 11 administrative services including noticing, claims processing, balloting and other related services critical to the effective administration of chapter 11 cases. Indeed, GCG has developed efficient and cost-effective methods to handle properly the voluminous mailings associated with the noticing, claims processing and balloting portions of chapter 11 cases to ensure the orderly and fair treatment of creditors, equity security holders, and all parties in interest. Further, GCG will work with the Clerk's Office to ensure that such methodology conforms with all of the Court's procedures, the Local Rules, and the provisions of any orders entered by this Court.

4. GCG has substantial experience in matters of this size and complexity and has acted as the official notice, claims, and solicitation agent in many large bankruptcy cases in this District and other districts nationwide. See, e.g., In re The ShoreBank Corp., No. 12-00581 (ABG) (Bankr. N.D. Ill. Jan. 9, 2012); In re Clare Oaks, No. 11-48903 (PSH) (Bankr. N.D. Ill. Dec. 5, 2011); In re Fairview Ministries, Inc., No. 11-04386 (TAB) (Bankr. N.D. Ill. Feb. 4, 2011); In re Life Fund 5.1, LLC, No. 09-32672 (ABG) (Bankr. N.D. Ill. Sept. 2, 2009); In re Holding Liquidating II LLC (f/k/a SP Newsprint Holdings LLC), No. 11-13649 (CSS) (Bankr. D. Del. Nov. 15, 2011); In re Security National Props. Funding III, LLC, No. 11-13277 (KG) (Bankr. D. Del Oct. 13, 2011); In re DS Liquidation L.P. (f/k/a Dallas Stars, L.P.), No. 11-12935 (PJW) (Bankr. D. Del. Sept. 19, 2011); In re Harry & David Holdings, Inc., No. 11-10884 (MFW) (Bankr. D. Del. Mar. 28, 2011); In re AMR Corp., No. 11-15463 (SHL) (Bankr. S.D.N.Y. Jan. 6, 2012); In re Borders Grp., Inc., No. 11-10614 (MG) (Bankr. S.D.N.Y. Feb. 16, 2011); In re Motors Liquidation Co. (f/k/a Gen. Motors Corp.), No. 09-50026 (REG) (Bankr. S.D.N.Y. June 25, 2009).

Services to be Provided

5. Specifically, the Debtors seek to engage GCG to provide certain noticing, claims processing and balloting administration services including, without limitation:

- a. Preparing and serving required notices in these chapter 11 cases, including:
 - i. notice of the commencement of these chapter 11 cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - ii. a notice of the claims bar date;
 - iii. notices of objections to claims and objections to transfers of claims;
 - iv. notices of hearings on motions filed by the Office of the United States Trustee for the Northern District of Illinois (the "U.S. Trustee");
 - v. notices of transfers of claims;
 - vi. notices of any hearings on a disclosure statement and confirmation of the Debtors' plan or plans of reorganization; and
 - vii. such other miscellaneous notices as the Debtors or Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases.
- b. Within seven days after the mailing of a particular notice, filing with the Court a copy of the notice served with a certificate of service attached indicating the name and complete address of each party served.
- c. Receiving, examining, and maintaining copies of all proofs of claim and proofs of interest filed in these chapter 11 cases.
- d. Maintaining official claims registers in these chapter 11 cases by docketing all proofs of claim and proofs of interest in a claims database that includes the following information for each such claim or interest asserted:

- i. the name and address of the claimant or interest holder and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - ii. the date the proof of claim or proof of interest was received by GCG and/or the Court;
 - iii. the claim number assigned to the proof of claim or proof of interest;
 - iv. the asserted amount and classification of the claim; and
 - v. the applicable Debtor against which the claim or interest is asserted.
- e. Recording all transfers of claims pursuant to Bankruptcy Rule 3001(e).
 - f. Revising the creditor matrix after the objection period expires.
 - g. Recording any order entered by the Court which may affect a claim by making a notation on the claims register.
 - h. Monitoring the Court's docket for any claims-related pleading filed and making necessary notations on the claims register.
 - i. Maintaining a separate claims register for each debtor if these chapter 11 cases are jointly administered.
 - j. Filing a quarterly updated claims register with the Court in alphabetical and numerical order. If there was no claims activity, a certification of no claim activity may be filed.
 - k. Maintaining an up-to-date mailing list of all creditors and all entities who have filed proofs of claim or proofs of interest and/or request for notices in the case and providing such list to the Court or any interested party upon request (within 48 hours).
 - l. Providing access to the public for examination of claims and the claims register at no charge.
 - m. Forwarding all claims, an updated claims register, and an updated mailing list to the Court within ten days of entry of an order converting a case or within 30 days of entry of a

final decree. The claims register and mailing list will be provided in both paper and on disc and in alphabetical and numerical order. The mailing list disc will be in .txt format.

- n. Implementing necessary security measures to ensure the completeness and integrity of the claims registers.
- o. Complying with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements.
- p. Providing temporary employees to process claims as necessary.
- q. Promptly complying with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe.
- r. Providing such other claims processing, noticing, and related administrative services as may be requested from time to time by the Debtors.

6. In addition to the foregoing, GCG will assist with, among other things: (a) maintaining and updating the master mailing lists of creditors; (b) to the extent necessary, gathering data in conjunction with the preparation of the Debtors' schedules of assets and liabilities and statements of financial affairs; (c) tracking and administration of claims; (d) assisting in the dissemination of information to the public, and responding to requests for administrative information regarding the case as directed by the Debtors or the Court, including through the use of a case website and/or call center; and (e) performing other administrative tasks pertaining to the administration of these chapter 11 cases, as may be requested by the Debtors or the Clerk's Office. GCG will follow the notice and claim procedures that conform to the guidelines promulgated by the Clerk of the Court and the Judicial Conference of the United States and as may be entered by the Court's order.

Professional Compensation

7. The Services Agreement, attached as **Exhibit C** to the Application, sets forth the fees GCG charges for the services it will provide to the Debtors. The proposed compensation arrangement is consistent with, and typical of, arrangements of GCG and its competitor firms to provide claims and noticing agent services in chapter 11 cases.

8. GCG requests that the Debtors pay their fees and expenses in accordance with the terms of the Services Agreement. GCG will submit invoices summarizing, in reasonable detail, the services and expenses for which compensation is sought.

9. The Debtors paid GCG a retainer of \$750,000 which was replenished as appropriate, and will apply those funds first against all pre-petition fees and expenses and then against the last invoice for fees and expenses that GCG will incur in these chapter 11 cases.

Indemnification

10. As part of the overall compensation payable to GCG under the terms of the Services Agreement, the Debtors have agreed to certain indemnification and contribution obligations. The Services Agreement provides that the Debtors will indemnify, defend and hold harmless GCG, its directors, officers, employees, affiliates, and agents under certain circumstances specified in the Services Agreement, but not in circumstances of losses resulting from GCG's gross negligence or willful misconduct. Both the Debtors and GCG believe that the indemnification obligations are customary and reasonable for notice, claims processing, and balloting agents retained in chapter 11 cases.

GCG's Disinterestedness

11. The Debtors selected GCG to serve as the notice, claims, and solicitation agent for the Debtors' estate, as set forth in more detail in the Application filed contemporaneously herewith. I acknowledge and respectfully represent that the elements of section 327 of the

Bankruptcy Code and Rule 2014 of the Bankruptcy Rules are not necessary or relevant in connection with GCG's employment and retention, which is being sought under section 156(c) of title 28 of the United States Code. Nevertheless, in connection with the proposed employment and retention of GCG by the Debtors, GCG undertook a lengthy conflicts analysis process to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors' estate.

12. To the best of my knowledge, neither GCG, nor any of its professional personnel, has any relationship with the Debtors that would impair GCG's ability to serve as notice, claims, and solicitation agent. GCG does have relationships with some of the Debtors' creditors, but they are in matters completely unrelated to these chapter 11 cases, either as vendors or in cases where GCG serves in a neutral capacity as a class action settlement claims administrator. GCG's assistance in the cases where GCG acts as a class action settlement claims administrator has been primarily related to the design and dissemination of legal notice and other administrative functions in class actions. GCG has working relationships with certain of the professionals retained by the Debtors and other parties herein, but such relationships are completely unrelated to these chapter 11 cases. In addition, GCG personnel may have relationships with some of the Debtors' creditors; however, such relationships are of a personal financial nature and completely unrelated to this chapter 11 case. GCG has represented and will continue to represent clients in matters unrelated to this chapter 11 case and has had and will continue to have relationships in the ordinary course of its business with certain vendors and professionals in connection with matters unrelated to these cases.

13. I have been advised that Paul Kinealy, a Director at GCG, Elizabeth Vrato, an Assistant Director at GCG, and Ryan Nadick, a Senior Project Manager at GCG, are attorneys

who were formerly associated with the Debtors' bankruptcy counsel, Kirkland & Ellis LLP ("Kirkland"). Additionally, Adam Gorman, a Senior Project Manager at GCG, is a paralegal who was formerly associated with Kirkland, and Jamie Strohl, a Senior Project Manager at GCG, was a legal assistant formerly associated with Kirkland. Mr. Kinealy and Ms. Vrato were engaged by Kirkland as contract attorneys from December 2002 through September 2004 and January 2003 through July 2004, respectively. Mr. Nadick was an attorney at Kirkland from April 2000 through September 2005, Mr. Gorman was a paralegal at Kirkland from June 2003 through January 2012, and Mr. Strohl was a legal assistant at Kirkland from January 2003 through July 2007. I have also been advised that while associated with Kirkland, Mr. Kinealy, Ms. Vrato, Mr. Gorman, Mr. Nadick and Mr. Strohl did not work on any matters involving the Debtors. In fact, Mr. Kinealy, Ms. Vrato, Mr. Gorman, Mr. Nadick and Mr. Strohl were no longer associated with Kirkland when these chapter 11 cases were filed.

14. I have been advised that Isabel Baumgarten, a Director at GCG, and Gregory Guarton, a Senior Project Manager at GCG, are attorneys who were formerly associated with the one of the Debtors' ordinary course professionals, Blank Rome LLP ("Blank Rome"). Ms. Baumgarten and Mr. Guarton were employed by Blank Rome from October 2006 through March 2009, and September 1997 through August 2004, respectively. I have also been advised that while employed at Blank Rome, neither Ms. Baumgarten nor Mr. Guarton worked on any matters involving the Debtors. In fact, Ms. Baumgarten and Mr. Guarton were no longer employed by Blank Rome when these chapter 11 cases were filed.

15. I have been advised that Joseph Hess, a Bankruptcy Consultant at GCG, and Eamon Mason, a Senior Project Manager at GCG, were formerly associated with one of the Debtors' ordinary course professionals, Hogan Lovells US LLP f/k/a Lovells LLP and Hogan &

Hartson LLP (“Lovells”). Mr. Hess and Mr. Mason were employed by Lovells from May 2000 through May 2001 and October 2004 through April 2009, respectively. I have also been advised that while employed at Lovells, neither Mr. Hess nor Mr. Mason worked on any matters involving the Debtors. In fact, Mr. Hess and Mr. Mason were no longer employed by Lovells when these Chapter 11 cases were filed.

16. I have been advised that Ryan Nadick, a Senior Project Manager at GCG, is an attorney who was formerly associated with the one of the Debtors’ ordinary course professionals, Latham & Watkins LLP (“Latham”). Mr. Nadick was employed by Latham from September 2006 through May 2009. I have also been advised that while employed at Latham, Mr. Nadick did not work on any matters involving the Debtors. In fact, Mr. Nadick was no longer employed by Latham when these Chapter 11 cases were filed.

17. I have been advised that Brian Karpuk, an Assistant Director at GCG, Denise Kaloudis, a Senior Consultant at GCG, and Mark Brown, a Bankruptcy Consultant at GCG, are attorneys who were formerly associated with one of the Debtors’ ordinary course professionals, Skadden, Arps, Slate, Meagher & Flom LLP (“Skadden”), and that Jeffrey Demma, a Project Manager at GCG, was also formerly associated with Skadden. Mr. Karpuk, Ms. Kaloudis, Mr. Brown and Mr. Demma were employed by Skadden from October 2000 through June 2006, October 2004 through April 2009, April 2001 through March 2004 and February 1998 through March 2009, respectively. I have also been advised that while associated with Skadden, Mr. Karpuk, Ms. Kaloudis, Mr. Brown and Mr. Demma did not work on any matters involving the Debtors. In fact, Mr. Karpuk, Ms. Kaloudis, Mr. Brown and Mr. Demma were no longer associated with Skadden when these Chapter 11 cases were filed.

18. I have been advised the Ronda Collum, a Senior Director at GCG, was formerly associated with one of the Debtors' ordinary course professionals, KPMG LLP ("KPMG"). Ms. Collum was employed by KPMG from October 1998 through October 2003. I have also been advised that while employed at KPMG, Ms. Collum did not work on any matters involving the Debtors. In fact, Ms. Collum was no longer employed by KPMG when these Chapter 11 cases were filed.

19. Since 1999, GCG has been a wholly owned subsidiary of Crawford & Company, an insurance risk-adjusting firm. I am advised that Crawford & Company has no material relationship with the Debtors and while it may have rendered services to certain creditors, or have a vendor relationship with some creditors, such relationships were (or are) in no way connected to GCG's representation of the Debtors in this chapter 11 case.

20. To the best of my knowledge, information, and belief, insofar as I have been able to ascertain after reasonable inquiry:

- a. neither GCG nor any of its employees has any materially adverse connection with the Debtors, their creditors, the Office of the United States Trustee or any employees thereof, or any party in interest herein;
- b. GCG and each of its employees are "disinterested persons," as that term is defined in section 101(14) of the Bankruptcy Code, except that GCG was employed by the Debtors prior to the Petition Date as allowed under section 1107(b) of the Bankruptcy Code; and
- c. neither GCG nor any of its employees hold or represent an interest materially adverse to the Debtors' estates in connection with any matter upon which GCG would be employed. Should GCG discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, GCG will use reasonable efforts to file promptly a supplemental declaration.

21. I am not related or connected to and, to the best of my knowledge, no other professional of GCG is related or connected to any United States Bankruptcy Judge or the United States Trustee for the Northern District of Illinois or to any employee in the offices thereof.

22. There is no agreement or understanding between GCG and any other person or entity (other than affiliates, employees and contractors) for sharing compensation received or to be received for services rendered by GCG in connection with these chapter 11 cases.

[Remainder of page intentionally left blank.]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
and correct.

Executed on December 17, 2012

By: /s/ Emily S. Gottlieb
Emily S. Gottlieb
Vice President, Midwest Operations
GCG, Inc.

EXHIBIT C

Services Agreement



BANKRUPTCY ADMINISTRATION AGREEMENT

This Bankruptcy Administration Agreement, dated as of August 23, 2012 is between GCG, Inc., a Delaware corporation (the "Company"), and Edison Mission Energy, a Delaware corporation ("EME").

EME desires to retain the Company to perform certain noticing, claims processing, solicitation and other administrative services for EME and subsidiaries identified by EME from time to time (collectively, the "Clients") in their Chapter 11 cases anticipated to be filed in a United States Bankruptcy Court (the "Bankruptcy Court"), and the Company desires to be so retained, in accordance with the terms and conditions of this Agreement.

In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Services. The Company agrees to provide the services necessary to perform the tasks specified in the pricing schedule that has been supplied to the Clients. Such services are hereinafter referred to as "Services." The Clients agree and understand that none of the Services constitute legal advice.

2. Payment for Services; Expenses.

2.1. Compensation. As full compensation for the Services to be provided by the Company, the Clients agree to pay the Company its fees as outlined in the pricing schedule that has been supplied to the Clients and is attached hereto as Exhibit A, after taking into account additional agreed upon discounts (subject to Bankruptcy Court approval in the event of an unresolved dispute). In some instances, these fees include commissions and/or markups. Billing rates shall not increase for the duration of this Agreement. Clients and the Company intend that all fees and expenses incurred in connection with Services rendered by the Company pre-petition be paid in advance of or contemporaneously with the rendering of such Services. Clients agree to pay the Company a retainer of \$75,000 (which may be replenished from time to time), to be applied as follows: (a) first against the contemporaneous and subsequent fees and expenses incurred by the Clients in connection with Services rendered by the Company pre-petition; and (b) with respect to the portion of the retainer that remains outstanding, if any, after the petitions are filed, first against any outstanding pre-petition fees and expenses incurred by the Clients in connection with the Services, and then against the first invoice rendered by the Company to the Clients for the post-petition fees and expenses incurred by the Clients in connection with the Services.

2.2. Expenses. In addition to the compensation set forth in Section 2.1, the Clients shall reimburse the Company for all out-of-pocket expenses reasonably incurred by the Company in connection with the performance of the Services (subject to Bankruptcy Court determination in the event of an unresolved dispute). The out-of-pocket expenses will be billed on the expense (non-fee) portion of the Company's invoice to the Clients and may include, but are not limited to, postage, banking fees, brokerage fees, costs of messenger and delivery service, travel, filing fees, staff overtime meal expenses and other similar expenses. The Company shall request authorization from the Clients before any airplane travel. In some cases, the Company may receive a rebate at the end of a year from a vendor. The Clients and the Company intend to satisfy all expenses incurred in connection with pre-petition Services from advance retainers or contemporaneous payments.

2.3. Billing and Payment. Except as provided in Section 2.2, or specifically set forth below in this Section 2.3, the Company shall bill the Clients for its fees and expenses for Services performed under 28 U.S.C. § 156(c) on a monthly basis, and the Clients shall pay the Company within thirty (30) days of its receipt of each such bill in the ordinary course of business (subject to Bankruptcy Court approval in the event of an unresolved dispute). With respect to pre-petition invoices, the same will show application of advance and contemporaneous payments against subsequent and contemporaneous fees and expenses and state an advance amount to replenish the retainer. With respect to post-petition invoices, for Services performed outside the scope of 28 U.S.C. § 156(c), the Company shall apply for compensation and reimbursement of expenses in accordance with the procedures set forth in 11 U.S.C. §§ 330 and 331, the applicable Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the District of the Bankruptcy Court, any applicable orders of the Bankruptcy Court, the guidelines established by the United States Trustee for the District of the Bankruptcy Court and such other procedures that have been, or may be, fixed by order of the Bankruptcy Court. Unless otherwise agreed to in writing, (i) postage expense and (ii) fees for print notice and media publication (including any markups and/or commissions charged by GCG and included in those fees) must be paid within fifteen (15) business days of GCG's invoice. Each of the Clients is jointly and severally liable for the Company's fees and expenses.

3. Term and Termination.

3.1. Term. The term of this Agreement shall commence on the date hereof and shall continue until performance in full of the Services, unless earlier terminated as set forth herein.

3.2. Termination.

(a) In the event of any material breach of this Agreement by either party hereto, either party may apply to the Bankruptcy Court for an order allowing termination of the Agreement. Grounds for termination include: (i) failure to cure a material breach within thirty (30) days after receipt of such written notice by the non-breaching party or (ii) in the case of any breach which requires more than thirty (30) days to effect a cure, failure to commence and continue, in good faith, efforts to cure such breach, provided that such cure shall be effected no later than ninety (90) days after receipt of written notice of such breach. Waiver of any such default or material breach by either party hereto shall not be construed as limiting any right of termination for a subsequent default or material breach. The Clients may terminate this Agreement for convenience.

(b) The Company shall be entitled to an administrative claim for all fees and expenses outstanding at the time of termination (subject to Bankruptcy Court approval in the event of an unresolved dispute).

(c) In accordance with the Bankruptcy Court's Local Rules, procedures and/or directives, or in the absence thereof, as soon as practicable (i) following the entry of a final decree closing the Chapter 11 cases, or (ii) following the conversion of the Chapter 11 cases to Chapter 7, the Company shall forward to the Bankruptcy Court all paper copies of documents required to be provided thereto. For all other documents, the Company shall retain paper copies and electronic copies for one (1) year (i) following the entry of a final decree closing the Chapter 11 cases, or (ii) following the conversion of the Chapter 11 cases to Chapter 7. Following the one (1) year retention period, the Company shall have the right to destroy all such documents. This provision shall not affect the Company's normal course business processes for archives and back-up tapes.

4. Independent Contractor. It is understood and agreed that the Company, through itself or any of its agents, shall perform the Services as an independent contractor. Neither the Company nor any of its employees shall be deemed to be an employee of the Clients. Neither the Company nor any of its employees shall be entitled to any benefits provided by the Clients to their employees, and the Clients will make no deductions from any of the payments due to the Company hereunder for state or federal tax purposes. The Company agrees that the Company shall be responsible for any and all taxes and other payments due on payments received hereunder by the Company from the Clients. Nothing in this Agreement requires the Clients to use the Company for any future work relating to the Services, and, in the event the Clients decide to use another party for such future work, the Company agrees to cooperate fully with the Clients to ensure a smooth transition to the new party.

5. Accuracy of Client Supplied Information. The Clients are responsible for the accuracy of all programs, data and other information they submit to the Company (including all information for the preparation of Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements")) and for the output of such information. The Company may undertake to place such data and information into certain systems and programs, including in connection with the generation of Schedules and Statements. The Company does not verify information provided by the Clients and, with respect to Schedules and Statements preparation, all decisions are at the sole discretion and direction of the Clients. All Schedules and Statements filed on behalf of, or by, the Clients are reviewed and ultimately approved by the Clients, and the Company bears no responsibility for the accuracy or contents therein.

6. Confidential Information.

6.1. Confidentiality. In connection with this Agreement, each of the Clients and the Company (each, as the case may be, the "Disclosing Party") may disclose to the Company or the Clients (each, as the case may be, the "Receiving Party") certain information (a) that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party ("Confidential Information") prior to or upon receipt by the Receiving Party; or (b) which the Receiving Party reasonably should recognize from the circumstances surrounding the disclosure to be Confidential Information. The Receiving Party (x) shall hold all Confidential Information in confidence and will use such information only for the purposes of fulfilling the Receiving Party's obligations hereunder, and for no other purpose, and (y) shall not disclose, provide, disseminate or otherwise make available any Confidential Information to any third party other than for the purposes of fulfilling the Receiving Party's obligations hereunder, in either case, without the express prior written permission of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information pursuant to a validly issued subpoena or order of a court of competent jurisdiction, provided, however, that the Receiving Party must provide the Disclosing Party with prompt written notice of such subpoena or court order so that the Disclosing Party may seek a protective order or other appropriate remedy, and the Receiving Party shall reasonably cooperate with the Disclosing Party's efforts to obtain same. Notwithstanding anything in the Agreement, Clients may file this Agreement with the Bankruptcy Court for the purpose of requesting that the Bankruptcy Court approve the retention of the Company.

6.2. Protection of Intellectual Property. The Clients acknowledge that the Company's intellectual property, including, without limitation, the Company's inventions (whether or not patentable), processes, trade secrets and know how are of ultimate importance to the Company. Accordingly, the Clients agree to use their best efforts to protect such intellectual property, and shall not, either during the term of this Agreement, or subsequent to its termination, utilize, reveal or disclose any of such intellectual property. The Clients understand that the software programs and other materials furnished by the Company pursuant to this Agreement, and/or developed during the course of this Agreement by the Company, are the sole property of the Company. The Clients have a license to use any intellectual

property provided by the Company during the course of the engagement of the Company by the Clients. The term "program" shall include, without limitation, data processing programs, check printing programs, specifications, applications, routines, sub-routines, procedural manuals and documentation. The Clients further agree that any ideas, concepts, know-how or techniques relating to the claims management software used or developed by the Company during the course of this Agreement shall be the exclusive property of the Company.

6.3. Scope. The foregoing obligations in Sections 6.1 and 6.2 shall not apply to (a) information that is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (b) information that is known by the Receiving Party prior to the time of disclosure by the Disclosing Party to the Receiving Party; (c) information that is obtained from a third party who, to the Receiving Party's knowledge, has the right to make such disclosure without restriction; (d) any disclosure required by applicable law; or (e) information that is released for publication by the Disclosing Party in writing. The obligations set forth under Sections 6.1 and 6.2 shall survive the termination of this Agreement.

7. Indemnification. The Clients, jointly and severally, hereby indemnify and hold harmless the Company and its directors, officers, employees, affiliates and agents against any losses incurred by the Company arising out of, in connection with or related to (a) any bad faith, gross negligence or willful misconduct by the Clients, their employees, agents or representatives, or any misrepresentations made by such persons to third parties in connection with the Company's acts or omissions in connection with its rendering of the Services; (b) any breach of this Agreement by any of the Clients; or (c) any erroneous instructions or information provided to the Company by any of the Clients for use in providing the Services. Notwithstanding any provision in the Application (as defined herein) or the Agreement to the contrary, the Clients have no obligation to indemnify the Company or provide contribution or reimbursement to the Company for any claim or expense that is either (a) judicially determined (the determination having become final) to have arisen from the Company's gross negligence or willful misconduct or (b) settled prior to a judicial determination as to the Company's gross negligence or willful misconduct, but determined by the Bankruptcy Court, after notice and a hearing, to be a claim or expense for which the Company should not receive indemnity, contribution or reimbursement under the terms of the Application and this Agreement, as modified by Bankruptcy Court order (each, an "Order"). If, before the earlier of (a) the entry of an Order confirming a Chapter 11 plan in these Chapter 11 cases (that Order having become a final order no longer subject to appeal), and (b) the entry of an Order closing these Chapter 11 cases, the Company believes that it is entitled to the payment of any amounts by the Clients on account of the Clients' indemnification, contribution and/or reimbursement obligations under this Agreement (as modified by an Order), including without limitation the advancement of defense costs, the Company must file an application therefore in the Bankruptcy Court, and the Clients may not pay any such amounts to the Company before the entry of an Order approving the payment.

8. Jurisdiction. This Agreement is subject to the approval of the Bankruptcy Court, and the Bankruptcy Court shall retain jurisdiction over all matters regarding this Agreement.

9. Force Majeure. Whenever performance by the Company of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions or by reason of any other matter beyond the Company's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

10. Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five (5) days after the date of deposit in the United States mail, or, if sent by overnight courier, one (1) business day after delivery to such courier, as follows: if to the Company, to GCG, Inc., 1985 Marcus Avenue, Suite 200, Lake Success, New York 11042, Attention: David Isaac, Chief Executive Officer; and if to the Clients, to Edison Mission Energy, 3 MacArthur Place, Suite 100, Santa Ana, California 92707, Attention: Aaron Moss.

11. Governing Law. This contract will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

12. Severability. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court having competent jurisdiction, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

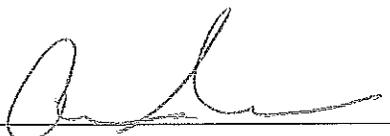
13. Assignment. This Agreement and the rights and obligations of the Company and the Clients hereunder shall bind and inure to the benefit of any successors or assigns thereto.

14. General. This Agreement supersedes and replaces any existing agreement entered into by the Company and the Clients relating generally to the same subject matter, and may be modified only in a writing signed by the Company and the Clients. The paragraph headings in this Agreement are included only for convenience, do not in any manner modify or limit any of the provisions of this Agreement and may not be used in the interpretation of this Agreement. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. The Clients shall file an application with the Bankruptcy Court seeking approval of this Agreement (the "Application"). If an Order is entered approving such Application (the "Retention Order"), any discrepancies between this Agreement, the Application and the Retention Order shall be controlled by the Application and the Retention Order.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

Edison Mission Energy

GCG, INC.

By: 

Name: Aaron Moss

Title: VP & Controller

By: 

Name: Karen Shaer

Title: Senior EVP & General Counsel

EXHIBIT A



GCG Pricing

Set-Up Creditor File

Set-up fee Waived
Electronic import of creditor data No per creditor charge
Assist with production of Schedules and Statements of Financial Affairs Discounted hourly rates

Noticing

Laser printing (includes folding, insertion, and envelopes) \$0.10 per page
(volume discounts apply)
Electronic noticing (e-mail) \$50 per 1,000
Facsimile noticing (domestic facsimile) \$0.10 per page
Personalization/labels \$0.05 each
Legal publication of notice Quote
Processing undeliverables \$0.25 each

Document Management

Sort and prep mail (including handling remains) Discounted hourly rates
Document scanning \$0.12 per image
Document monthly storage (paper) \$1.50 per box
(electronic) \$0.02 per creditor/image
(waived for first three months)

Claims Administration

Association of claimant name and address to database \$0.15 per claim
Processing of claims, including non-conforming claims,
supervisory review and application of message codes Discounted hourly rates

Public Securities / Balloting / Solicitation and Tabulation

Solicitation and Balloting (including coordination with nominees and Broadridge
and processing of master ballots, tabulation, verification and certification of vote) Discounted hourly rates

Web Site

Creating customized, interactive web site (including e-mail box for creditors) Discounted hourly rates
Monthly maintenance fee \$200 per month
Providing updates to website Discounted hourly rates

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:)
) Chapter 11
)
EDISON MISSION ENERGY, et al.,¹) Case No. 12-[_____] (____)
)
)
Debtors.) (Joint Administration Requested)
)

CERTIFICATE OF SERVICE

I, David R. Seligman, P.C., an attorney, certify that on the date hereof, I caused to be served by GCG, Inc. (the proposed notice and claims agent for these chapter 11 cases) on behalf of the above-captioned debtors and debtors in possession, in the manner and to the parties set forth on the attached service lists, a true and correct copy of the foregoing pleading.

Dated: December 17, 2012

/s/ David R. Seligman, P.C.

David R. Seligman, P.C.

KIRKLAND & ELLIS LLP

300 North LaSalle

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Edison Mission Energy (1807); Camino Energy Company (2601); Chestnut Ridge Energy Company (6590); Edison Mission Energy Fuel Services, LLC (4630); Edison Mission Fuel Resources, Inc. (3014); Edison Mission Fuel Transportation, Inc. (3012); Edison Mission Holdings Co. (6940); Edison Mission Midwest Holdings Co. (6553); Midwest Finance Corp. (9350); Midwest Generation EME, LLC (1760); Midwest Generation, LLC (8558); Midwest Generation Procurement Services, LLC (2634); Midwest Peaker Holdings, Inc. (5282); Mission Energy Westside, Inc. (0657); San Joaquin Energy Company (1346); Southern Sierra Energy Company (6754); and Western Sierra Energy Company (1447). The location of parent Debtor Edison Mission Energy's corporate headquarters and the Debtors' service address is: 3 MacArthur Place, Suite 100, Santa Ana, California 92707.

PARTIES SERVED VIA OVERNIGHT DELIVERY

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ALTORFER INC.
ATTN TIM KIRCHNER
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EAST PEORIA IL 61611

ARCH COAL SALES COMPANY, INC.
ATTN ROWDY SMITH
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BEEEMSTERBOER, INC.
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BP CANADA ENERGY
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CADWALADER, WICKERSHAM & TAFT LLP
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ILLINOIS DEPARTMENT OF REVENUE
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ILLINOIS POLLUTION CONTROL BOARD
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KENTUCKY DEPT FOR NATURAL RESOURCES
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FRANKFORT KY 40601

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ATTN RICHARD D. SIDKOFF, ESQ.
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100 BAYVIEW CIRCLE
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mitsubishi power systems, inc
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