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)

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' Motion to Authorize Continued Performance of Obligations Under Renewable Energy Tax Credit Agreements and Payment of Prepetition Obligations Related Thereto*** (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

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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)

DEBTORS' MOTION TO AUTHORIZE CONTINUED PERFORMANCE OF OBLIGATIONS UNDER RENEWABLE ENERGY TAX CREDIT AGREEMENTS AND PAYMENT OF PREPETITION OBLIGATIONS RELATED THERETO

The above-captioned debtors and debtors in possession (collectively, the "Debtors") state as follows in support of this motion (this "Motion"):[2]

Introduction

1. Debtor Edison Mission Energy ("EME") derives a significant amount of revenue from its interests in subsidiaries that generate power from renewable energy sources, such as wind. EME's power-generating project subsidiaries earn revenue by selling energy through valuable power purchase contracts or into the market on a merchant basis. Some of these subsidiaries also generate value in the form of federal and state renewable energy tax credits. These credits are valuable to the extent they reduce a taxpayer's tax obligations and, in the case

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[2] The facts and circumstances supporting this Motion 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 Pleadings*, filed contemporaneously herewith.

of New Mexico state tax credits, may provide for cash payments to a taxpayer because the New Mexico state tax credits are "refundable" by the New Mexico Taxation and Revenue Department.

2. EME owns a portfolio of non-Debtor wind power projects, known as Viento II, and a non-Debtor wind power project, known as High Lonesome. EME pays both Viento II and High Lonesome on account of renewable energy production tax credits. These payments, combined with the revenues generated from the sale of power, allow Viento II and High Lonesome to service funded debt obligations and continue operations. Viento II and High Lonesome are valuable EME assets, but their respective finance agreements include cross-default provisions that are triggered upon an EME bankruptcy filing.

3. Accordingly, to protect these valuable assets, the Debtors took action to insulate Viento II and High Lonesome from the bankruptcy filing. In consultation with their advisors, the Debtors engaged in intensive negotiations with lenders, investors, and business counterparties and sought waivers, amendments, and/or forbearances to avoid the inclusion of Viento II and High Lonesome in these chapter 11 cases. In most cases, these prepetition steps were successful—the vast majority of the lenders, investors, and business counterparties to Viento II and High Lonesome recognized the benefits of keeping these entities out of bankruptcy and cooperated in efforts to insulate Viento II and High Lonesome from the Debtors' chapter 11 cases.

4. These efforts culminated in forbearance agreements that addressed the Viento II and High Lonesome cross-defaults that otherwise would have been triggered by the filing of these chapter 11 cases. These forbearance agreements ensure that Viento II and High Lonesome can continue to operate outside of chapter 11. The terms of the forbearance agreements require

Viento II and High Lonesome to, among other things, continue the production tax credit arrangements and use the payments from EME to service funded debt obligations.

5. Thus, pursuant to this Motion, EME seeks authority to continue to perform its obligations under the applicable tax credit agreements for Viento II and High Lonesome. Ensuring EME's continued performance under the tax credit agreements will maximize the value of Viento II and High Lonesome and, therefore, is in the best interests of all of EME's stakeholders.

Relief Requested

6. By this Motion, the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A**, authorizing but not directing EME to continue performing (a) under the Second Amended and Restated Production Tax Credit Allocation Agreement, dated as of February 28, 2011, by and between EME and Viento Funding II, Inc. (the "Viento II PTC Allocation Agreement"), including payment of prepetition amounts due thereunder, if any; and (b) under the High Lonesome Mesa Intercompany Tax Credit Agreement, dated as of November 1, 2010, by and between EME and High Lonesome Mesa, LLC (the "High Lonesome Tax Credit Agreement, and, together with the Viento II PTC Allocation Agreement, the "Agreements"), including payment of prepetition amounts due thereunder.

Jurisdiction

7. 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).

8. Venue is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

9. The statutory bases for the relief requested herein are sections 363(b) and 363(c) of title 11 of the United States Code (the "Bankruptcy Code") and rule 6003 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

Background

10. EME, 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.

11. 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 Motion, 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.

Viento II Portfolio, the High Lonesome Project, and the Forbearance Agreements

I. Viento II Wind Portfolio

12. EME's non-Debtor subsidiary Viento Funding II, Inc. ("Viento II") indirectly holds interests in three joint-venture wind power projects (collectively, the "Viento II Projects"), including:

- San Juan Mesa Wind Energy Project (the "San Juan Mesa Project"), a 120-MW capacity project located in Elida, New Mexico, which is 75-percent owned by Viento II subsidiary Mission Wind New Mexico, Inc. ("Mission Wind New Mexico") and 25-percent owned by Citi Renewable Investments 1, LLC (an affiliate of Citibank, N.A.);

- Elkhorn Ridge Wind Farm (the "Elkhorn Ridge Project"), an 80-MW capacity project located in Bloomfield, Nebraska, which is 66.7-percent owned by Viento II subsidiary Edison Mission Midwest, Inc. ("Edison Mission Midwest") and 33.3-percent owned by Tenaska Elkhorn Ridge I, LLC; and

- Wildorado Wind Ranch (the "Wildorado Project"), a 161-MW capacity project located in Vega, Texas, which is 99.9-percent owned by Viento II subsidiaries Mission Wind Texas, Inc. ("Mission Wind Texas") and Mission Wind Wildorado, Inc. ("Mission Wind Wildorado") and 0.1-percent owned by Cielo Capital, L.P.

13. Viento II is the borrower under a credit agreement (the "Viento II Credit Agreement"), dated as of February 28, 2011, by and among Viento II, the Subsidiary Guarantors (as defined below), and Portigon AG, New York Branch (formerly known as WestLB, New York Branch), as administrative agent for certain other banks and financial institutions (collectively, the "Viento II Lenders"). Viento II's obligations are secured by guarantees from Viento II Project parent companies Mission Wind New Mexico, Edison Mission Midwest, Mission Wind Texas, and Mission Wind Wildorado (collectively, the "Subsidiary Guarantors"). Approximately $228 million is outstanding under the Viento II Credit Agreement. The bankruptcy or insolvency of EME is an event of default under the Viento II Credit Agreement.

II. Viento II PTC Allocation Agreement

14. The Viento II Projects each generate federal production tax credits available to producers of energy from renewable sources, such as wind. Pursuant to the Viento II PTC Allocation Agreement, EME pays Viento II for production tax credits generated by the Viento II Projects. Because it is part of a consolidated group for federal tax purposes, EME may be able to use the production tax credits to offset its own tax liability as well as that of its affiliates in the consolidated group.

15. Pursuant to the Viento II PTC Allocation Agreement, EME makes quarterly estimated payments to Viento II for the production tax credits. Each quarterly payment is equivalent to the aggregate amount of federal renewable electricity production credits (as defined

in 26 U.S.C. § 45) attributable to electricity produced and sold by the Viento II Projects. Because the Viento II Projects are each joint ventures with third parties, the amount of the payment is adjusted to reflect the ownership interests that Viento II may claim in the Viento II Projects for tax purposes. At the beginning of each calendar year, EME and Viento II agree on the actual amount of production tax credits for the prior year and then reconcile that amount with EME's quarterly estimated payments. Any additional amounts due (or overpayments) are then added to (or deducted from) the next quarterly payment. In 2011, Viento II earned approximately $26.5 million from the sale of the production tax credits to EME. As of the Petition Date, the Debtors estimate that approximately $7.61 million has accrued and remains outstanding under the Viento II PTC Allocation Agreement.

16. Viento II uses cash flow from operations and income from the Viento II PTC Allocation Agreement to make payments under the Viento II Credit Agreement. A default by EME under the Viento II PTC Allocation Agreement is an event of default under the Viento II Credit Agreement.

III. Viento II Prepetition Negotiations and Forbearance Agreement

17. Before the Petition Date, EME entered into negotiations with the Viento II Lenders to avoid cross-defaults under the Viento II Credit Agreement associated with EME's chapter 11 filing and to insulate Viento II from these chapter 11 cases (such events of default, collectively, the "Viento II Potential Defaults").

18. During these negotiations, the Viento II Lenders were unwilling to forbear from exercising their remedies and rights under the Viento II Credit Agreement absent continuation of the stream of payments from EME to Viento II under the Viento II PTC Allocation Agreement.

19. On December 14, 2012, Viento II, the Subsidiary Guarantors, and the required Viento II Lenders entered into a forbearance agreement (the "Viento II Forbearance

Agreement"), which required EME's continued performance under the Viento II PTC Allocation Agreement, including making any payments that may have accrued before the Petition Date. Pursuant to the Viento II Forbearance Agreement, the Viento II Lenders agreed to forbear from exercising remedies under the Viento II Credit Agreement with respect to the Viento II Potential Defaults until March 17, 2013 (and until July 15, 2013 upon Viento II's payment of a fee). The Viento II Forbearance Agreement terminates if, among other things, EME fails to timely perform under the Viento II PTC Allocation Agreement in accordance with the terms set forth in the Viento II Forbearance Agreement. Furthermore, the Viento II Forbearance Agreement provides that upon assumption of the Viento II PTC Allocation Agreement, any default caused by the EME chapter 11 filing will be permanently waived and Viento II will be permitted to make dividends. The Debtors intend to use the forbearance period to analyze all of their options with regard to the Viento II Projects and decide whether to assume the Viento II PTC Allocation Agreement.

20. EME's continued performance under the Viento II PTC Allocation Agreement and payment of all amounts due thereunder are conditions to the Viento II Lenders' forbearance. EME's continued performance is therefore essential to ensure that the Debtors are not forced to include the Subsidiary Guarantors and the Viento II Project companies as debtors in these chapter 11 cases.

IV. High Lonesome Wind Project

21. EME's indirect, non-Debtor subsidiary High Lonesome Mesa, LLC ("High Lonesome") owns a 100-MW capacity wind project (the "High Lonesome Project" and, together with the Viento II Projects, the "Projects") located in Torrance County, New Mexico. The High Lonesome Project is financed by:

- a $50 million term loan (the "Term Loan") from the New Mexico Renewable Energy Transmission Authority (the "New Mexico RETA"), which was funded from the issuance of Renewable Energy Transmission Revenue Series 2010A Bonds (the "Series 2010A Bonds") by the New Mexico RETA to Macquarie Bank Limited ("Macquarie");[3]

- approximately $25.3 million in proceeds from the issuance of Renewable Energy Transmission Revenue Series 2010B Bonds (the "Series 2010B Bonds," and, together with the Series 2010A Bonds, the "Bonds") issued by High Lonesome to Macquarie;[4]

- approximately $195 million in taxable industrial revenue bonds issued by Torrance County, New Mexico to finance a sale-leaseback of the High Lonesome Project property between Torrance County, as lessor, and High Lonesome, as lessee; and

- approximately $12.6 million under three irrevocable standby letters of credit issued by Macquarie and Union Bank, N.A.

22. High Lonesome subsidiary High Lonesome Mesa Investments, LLC ("High Lonesome Investments") guarantees High Lonesome's obligations under the Loan Agreement, the Indentures, and related transaction documents. Approximately $44 million remains outstanding under the Term Loan, $25.3 million under the Series 2010B Bonds, and $11.39 million under the letters of credit.

V. High Lonesome Tax Credit Agreement

23. High Lonesome is a party to the Renewable Energy Purchase and Sale Agreement, dated as of February 28, 2008 (as amended, the "Energy Purchase Agreement"), with Arizona Public Service Company ("APS"), pursuant to which High Lonesome agreed to sell, and APS to buy, the renewable energy (and related credits) generated by the High

[3] The obligations of High Lonesome with respect to the proceeds of the Term Loan are governed by, among other agreements, (a) the Term Loan Agreement dated as of November 1, 2010 (the "Loan Agreement") between New Mexico RETA, as issuer, and High Lonesome, as borrower, and (b) the Trust Indenture dated as of November 1, 2010 (the "2010A Indenture") between New Mexico RETA, as issuer, and Wells Fargo Bank, N.A., as trustee (the "2010A Indenture Trustee").

[4] The obligations of High Lonesome with respect to the proceeds of the Series 2010B Bonds are governed by, among other agreements, the Trust Indenture dated as of November 1, 2010 (the "2010B Indenture" and, together with the 2010A Indenture, the "Indentures") between High Lonesome, as issuer, and Wells Fargo Bank, N.A., as trustee (the "2010B Indenture Trustee" and, together with the 2010A Indenture Trustee, the "Bond Trustee").

Lonesome Project. The original pricing was negotiated based upon, among other things, an assumption that High Lonesome would receive certain New Mexico state tax credits.

24. Subsequent to entering into the original Energy Purchase Agreement, High Lonesome became concerned that it would not be eligible to receive the New Mexico tax credits based on the timing of its then-projected commercial operation date.[5] As a result, High Lonesome negotiated a price increase with APS proportionate to the value of the tax credits High Lonesome believed that it would not receive.

25. The intent of the price increase negotiations was to keep High Lonesome's revenue under the Energy Purchase Agreement neutral with respect to the availability of the New Mexico tax credits. Accordingly, in the event that High Lonesome is awarded tax credits (the "Additional Tax Credits"), High Lonesome is required by the Energy Purchase Agreement to pay APS on a dollar-for-dollar basis for the amount of the Additional Tax Credits up to $2.15 million per year.

26. Payments from High Lonesome to APS on account of the Additional Tax Credits are to be made through offsets to APS' energy purchase payments. Because High Lonesome and EME are part of a consolidated group for tax purposes, EME would use the Additional Tax Credits. Accordingly, under the High Lonesome Tax Credit Agreement, EME agreed to compensate High Lonesome for any Additional Tax Credits actually obtained by High Lonesome (and thus offset from APS' energy purchase price payments to High Lonesome). The following graphic depicts the operation of the High Lonesome Tax Credit Agreement:

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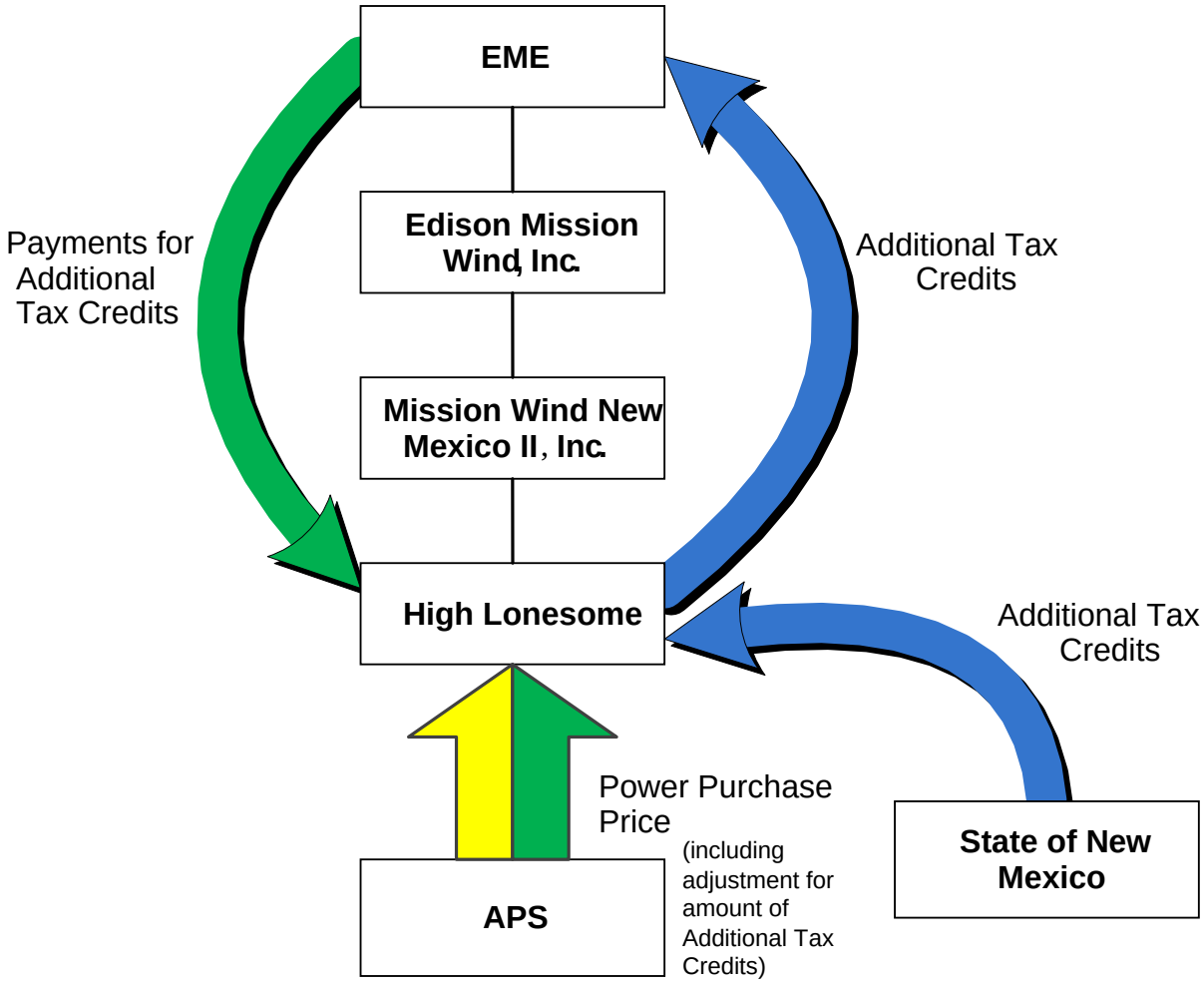
[5] New Mexico offers "refundable" tax credits to producers of energy from renewable sources such as wind. This renewable energy production tax credit is capped at an aggregate amount of $20 million per year and is available on a first-come, first-served basis. See N.M. STAT. ANN. § 7-2A-19(G). The tax credit is "refundable," meaning that, to the extent the amount of the credit exceeds the taxpayer's New Mexico state tax liability, the taxpayer may carry the credit forward or the state will pay cash to the taxpayer in the amount of the credit. See id. § 7-2A-19(K). High Lonesome projected that the tax credits would be awarded to other projects before the High Lonesome Project's commercial operation date.



27. Between 2009 and 2012, High Lonesome has received an average of $1.79 million per year on account of the Additional Tax Credits. Accordingly, High Lonesome is obligated to accept offsets from APS' energy purchase price for the Additional Tax Credits, and EME is making payments to High Lonesome for the Additional Tax Credits. High Lonesome relies on the income from the High Lonesome Tax Credit Agreement and the Energy Purchase Agreement to service its debt obligations. As of the Petition Date, the Debtors estimate that approximately $2.15 million has accrued and remains outstanding under the High Lonesome Tax Credit Agreement.

28. An EME bankruptcy filing triggers a default under the Loan Agreement and the Indentures. Specifically, EME is a party to certain "Project Documents" (as defined in the

Indentures), including the High Lonesome Tax Credit Agreement. Under both the Loan Agreement and the 2010B Indenture, a bankruptcy filing by any counterparty to a Project Document constitutes an event of default. A default under the Loan Agreement and/or the 2010B Indenture triggers a cross-default under the 2010A Indenture.

VI. High Lonesome Prepetition Negotiations and Forbearance Agreement

29. Before the Petition Date, EME entered into negotiations with Macquarie, the indenture trustee for the Bonds (the "Bond Trustee"), and the New Mexico RETA (together, the "High Lonesome Lenders" and, collectively with the Viento II Lenders, the "Lenders") to avoid defaults under the Loan Agreement and Indentures associated with EME's chapter 11 filing and to insulate High Lonesome from these chapter 11 cases (such events of default, collectively, the "High Lonesome Potential Defaults").

30. During the negotiations, Macquarie was unwilling to forbear from exercising its rights and remedies unless EME continued to reimburse High Lonesome in accordance with the High Lonesome Tax Credit Agreement for any Additional Tax Credits received by EME.

31. On December 12, 2012, EME and the High Lonesome Lenders entered into a forbearance agreement (the "High Lonesome Forbearance Agreement" and, together with the Viento II Forbearance Agreement, the "Forbearance Agreements"), which required EME's continued performance under the High Lonesome Tax Credit Agreement. Pursuant to the High Lonesome Forbearance Agreement, Macquarie agreed to instruct the Bond Trustee to forbear from exercising remedies under the Loan Agreement and the Indentures with respect to the High Lonesome Potential Defaults until January 31, 2013. The High Lonesome Forbearance Agreement terminates if, among other things, EME fails to timely perform under, moves to reject, or otherwise terminates the High Lonesome Tax Credit Agreement. Further, the High Lonesome Forbearance Agreement contemplates that EME will establish and maintain a reserve

fund to compensate High Lonesome for any Additional Tax Credits in the event EME fails to make a payment when due and owing.

32. EME's continued performance under the High Lonesome Tax Credit Agreement and payment of all amounts due thereunder are conditions to the High Lonesome Lenders' forbearance. Thus, EME's continued performance is essential to ensure that the Debtors are not forced to include High Lonesome and High Lonesome Investments in these chapter 11 cases.

Basis for Relief

I. Section 363(c) of the Bankruptcy Code Authorizes the Debtors to Continue Performance under the Agreements.

33. By this Motion, the Debtors seek authority pursuant to sections 363(c) and 363(b) of the Bankruptcy Code to continue performing under the Agreements. Section 363(c)(1) of the Bankruptcy Code provides that a debtor in possession "may enter into transactions, including the sale or lease of property of the estate, in the ordinary course of business, without notice or a hearing, and may use property of the estate in the ordinary course of business without notice or a hearing." 11 U.S.C. § 363(c)(1). Pursuant to sections 1107 and 1108 of the Bankruptcy Code, the Debtors are operating as debtors in possession.

34. Section 363(c)(1)'s ordinary course of business standard was intended to allow a debtor in possession the flexibility to run its business. Moore v. Brewer (In re HMH Motor Servs., Inc.), 259 B.R. 440, 448–49 (Bankr. S.D. Ga. 2000). A debtor in possession may therefore use, sell, or lease property of the estate without the need for prior court approval if the transaction is in the ordinary course of business. Comm. of Asbestos-Related Litigants and/or Creditors v. Johns-Manville Corp. (In re Johns-Manville Corp.), 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) (holding that ordinary course of business use of estate property does not require a prior hearing); Armstrong World Indus. v. James A. Phillips, Inc. (In re James A. Phillips,

Inc.), 29 B.R. 391, 394 (S.D.N.Y. 1983) (holding that where a debtor in possession is merely exercising the privileges of its status, there is no general right to notice and a hearing concerning particular transactions conducted in the ordinary course of business).

35. The Bankruptcy Code does not define the "ordinary course of business." In re Commercial Mortg. and Fin. Co., 414 B.R. 389, 393 (Bankr. N.D. Ill. 2009). Courts in this district apply the "reasonable expectations" test to determine whether a specific transaction is in the ordinary course of business. Id. (citing In re Garofalo's Finer Foods, Inc., 186 B.R. 414, 424 (Bankr. N.D. Ill. 1995)). Under the reasonable expectations test, the court must analyze a debtor's prepetition conduct as a means to inform and develop expectations of its postpetition conduct while considering the changing circumstances inherent in a debtor's efforts to operate its business under chapter 11. Id. The test seeks to discern "any significant alterations" in a debtor's prepetition and postpetition activities. Id. at 393–94. A fundamental characteristic of an "ordinary" postpetition business transaction is its similarity to a prepetition business practice. Id. at 394.

36. Here, the Debtors seek to continue performing under the Agreements in the ordinary course of business without alteration of their terms and conditions, in the exact same manner as performed prepetition. Thus, the Debtors submit that section 363(c)(1) provides sufficient authority for their continued performance under the Agreements.

II. Debtors' Continued Performance and Payment of Prepetition Amounts Under the Agreements Is a Sound Exercise of Debtors' Business Judgment.

37. The Debtors believe that continued performance under the Agreements, including the payment of prepetition amounts due thereunder, is a sound exercise of the Debtors' business judgment and authorized pursuant to section 363(b) of the Bankruptcy Code. More specifically, section 363(b) authorizes a bankruptcy court, after notice and a hearing, to authorize a debtor to

"use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1).

38. A debtor may use, sell, or lease property of the estate where a sound business purpose justifies such actions. Contrarian Funds LLC v. Aretex LLC (In re WestPoint Stevens, Inc.), 600 F.3d 231, 248 n.8 (2d Cir. 2010); Fulton State Bank v. Schipper (In re Schipper), 933 F.2d 513, 515 (7th Cir. 1991) (noting that the criteria for approval of a transaction under section 363(b) is whether the debtor has "an articulated business justification"); Comm. of Equity Sec. Holders v. Lionel Corp. (In re Lionel Corp.), 722 F.2d 1063, 1070 (2d Cir. 1983); In re Borders Grp., Inc., 453 B.R. 459, 473 (Bankr. S.D.N.Y. 2011). Specifically, once a debtor articulates a valid business justification for a particular form of relief, the court reviews the debtor's request under the business judgment rule. See Commercial Mortg. and Fin. Co., 414 B.R. at 394 (noting that a debtor in possession "has the discretionary authority to exercise his business judgment in operating the debtor's business similar to the discretionary authority to exercise business judgment given to an officer or director of a corporation").

39. The Seventh Circuit Court of Appeals has suggested that making payments on account of prepetition obligations under section 363(b)(1) may be appropriate if (a) but for immediate full payment, counterparties would cease doing business with the debtor and (b) the other classes of creditors would be no worse off than if the payments were not made. In re Kmart Corp., 359 F.3d 866, 873 (7th Cir. 2004). Analogizing to the "cram down" analysis, the Seventh Circuit indicated that courts should look to the benefit or enhancement of the estate that will result from the payment of a prepetition claim, stating that "if the impaired class does at least as well as it would have under a Chapter 7 liquidation, then it has no legitimate objection and cannot block the reorganization." Id. at 872–873. Thus, the authorization of payment of

prepetition obligations under section 363(b)(1) of the Bankruptcy Code should be granted where a sound business purpose exists for doing so. See id. at 872.

40. The business judgment rule is a presumption that in making a business decision, the directors of a corporation acted on an informed basis, in good faith, and in the honest belief that the action taken was in the best interests of the company. See In re Abbott Labs. Derivative S'holders Litig., 325 F.3d 795, 807 (7th Cir. 2003). Consequently, a debtor's business decision "should be approved by the court unless it is shown to be 'so manifestly unreasonable that it could not be based upon sound business judgment, but only on bad faith, whim, or caprice.'" In re Aerovox, Inc., 269 B.R. 74, 80 (Bankr. D. Mass. 2001) (quoting In re Logical Software, Inc., 66 B.R. 683, 686 (Bankr. D. Mass. 1986) (citations omitted)).

41. Because of the filing of these chapter 11 cases, defaults have occurred and are continuing under the Viento II Credit Agreement, the Loan Agreement, and the Indentures. The Lenders are therefore entitled to exercise remedies under the Viento II Credit Agreement, the Loan Agreement, and the Indentures. And because Viento II, the Subsidiary Guarantors, High Lonesome, and High Lonesome Investments have not commenced chapter 11 cases, the automatic stay does ***not*** prevent the Lenders from exercising these remedies. At the same time, the Lenders are interested in maintaining the stream of payments associated with the Agreements to ensure continued service of outstanding obligations. Thus, EME is in a position to control and ensure the status quo of the Projects by continuing to satisfy its obligations under the Agreements. Indeed, the Forbearance Agreements avoid the costs and risks associated with chapter 11 cases for the Projects, preserving value for EME and its stakeholders. In addition, compliance with the Viento II PTC Allocation Agreement ensures the continued flow of

production tax credits to EME, which may generate revenue for the Debtors to the extent the consolidated tax group uses the credits.

42. In light of the foregoing, the benefits of continuing performance under the Agreements clearly outweigh the costs. The Projects are valuable assets and maintaining the Agreements is critical to preserving value and providing EME with the breathing room necessary to evaluate all of its options. Moreover, the continued operation of the Projects with minimal disruption prevents possible operational breakdowns and avoids potentially costly disputes with the Lenders and the Viento II Projects' joint venture partners.

43. Therefore, the Debtors' continued performance under the Agreements and payment of prepetition obligations thereunder is a sound exercise of the Debtors' business judgment and should be approved.

Satisfaction of Bankruptcy Rule 6004(a) and Waiver of Bankruptcy Rule 6004(h)

44. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Notice

45. The Debtors have provided notice of this Motion 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;

(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; (m) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business; (n) counsel to the administrative agent pursuant to the Viento II Credit Agreement; (o) counsel to the Bond Trustee; (p) counsel to Macquarie; and (q) counsel to the New Mexico RETA. In light of the nature of the relief requested herein, the Debtors respectfully submit that no further notice is necessary.

No Prior Request

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

[Remainder of page intentionally left blank.]

WHEREFORE, 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

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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 DEBTORS' CONTINUED PERFORMANCE OF OBLIGATIONS UNDER TAX CREDIT AGREEMENTS AND PAYMENT OF PREPETITION OBLIGATIONS RELATED THERETO

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) authorizing, but not directing, the Debtors to continue performance of obligations under the Viento II PTC Allocation Agreement in the ordinary course of business, including payment of prepetition amounts due thereunder; (b) authorizing, but not directing, EME to continue performance of obligations under the High Lonesome Tax Credit Agreement in the ordinary course of business, including payment of prepetition amounts due thereunder; and (c) granting such other relief as is just and proper, 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 OR DERED 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 Debtors are authorized but not directed to continue performance of any and all obligations under the Agreements in the ordinary course of business.

3. The Debtors are authorized to use estate property and expend estate funds in the ordinary course of business to perform under the Agreements, including the payment of amounts that accrued prepetition.

4. 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 receive, process, honor, and pay any and all checks, drafts, wire transfers, and automated clearing house transfers issued, whether before or after the Petition Date, for payment of obligations described in the Motion to the extent that sufficient funds are on deposit in such amounts.

5. All postpetition payments from a Debtor to another Debtor are hereby accorded superpriority administrative expense status and shall have priority over any administrative claims that arise under section 503(b) of the Bankruptcy Code in accordance with the Court's order approving continued use of the Debtors' cash management system.

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

7. 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.

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

9. 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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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

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[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.

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