

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

)	
In re:)	Chapter 11
)	
EDISON MISSION ENERGY, <u>et al.</u> , ¹)	Case No. 12-49219 (JPC)
)	
Debtors.)	(Jointly Administered)
)	

**STIPULATION RESOLVING CLAIM ASSERTED
BY CHICAGO BEARS FOOTBALL CLUB, INC.**

This stipulation (the “Stipulation”) is made by and among (i) the EME Reorganization Trust (the “Reorganization Trust”), as successor in interest to Midwest Generation EME, LLC (“Midwest Gen”) and Edison Mission Energy Inc. (“EME”), two of the above-captioned debtors (together with their debtor affiliates, the “Debtors”) and (ii) Chicago Bears Football Club, Inc. (“CBFC” and, together with the Reorganization Trust, the “Parties”).

RECITALS

A. The Chapter 11 Cases

WHEREAS, on December 17, 2012 (the “Petition Date”), Midwest Gen, EME and fifteen of their direct and indirect subsidiaries each filed voluntary petitions with the United States Bankruptcy Court for the Northern District of Illinois (the “Court”) under chapter 11 of

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 Finance Co. (9202); Edison Mission Fuel Resources, Inc. (3014); Edison Mission Fuel Transportation, Inc. (3012); Edison Mission Holdings Co. (6940); Edison Mission Midwest Holdings Co. (6553); EME Homer City Generation L.P. (6938); Homer City Property Holdings, Inc. (1685); 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 service address of the Reorganization Trust is: EME Reorganization Trust, c/o Akin Gump Strauss Hauer & Feld LLP, Attn: James Savin, 1333 New Hampshire Avenue NW, Washington, DC 20036.

title 11 of the United States Code (the “Bankruptcy Code”), and on May 2, 2013, three additional Debtors each filed voluntary petitions with the Court;

WHEREAS, on March 11, 2014, the Court entered an order confirming the *Debtors’ Third Amended Joint Chapter 11 Plan of Reorganization (with Technical Modifications)* [Docket No. 2206] (as may be amended, modified, or supplemented from time to time, the “Plan”). On April 1, 2014, the effective date (the “Effective Date”) under the Plan occurred, and pursuant to Article IV.E of the Plan, the Reorganization Trust was established as the successor in interest to EME.

B. Rejection Of The License Agreement

WHEREAS, in March 2004, Midwest Gen executed an executive license agreement for an executive suite (the “Suite”) at the football stadium owned and/or operated by CBFC. In connection with that agreement, Midwest Gen provided CBFC with a \$14,300 security deposit (the “Security Deposit”).

WHEREAS, on or about October 28, 2008, Midwest Gen and CBFC executed a new Executive Suite License Agreement (the “License Agreement”) for the Suite.

WHEREAS, on April 24, 2013, Midwest Gen terminated the License Agreement and vacated the Suite.

C. CBFC’s Claim And EME’s Objection

WHEREAS, on June 17, 2013, CBFC filed a \$114,240 unsecured proof of claim (Claim No. 1723) against EME’s bankruptcy estate, Case No. 12-49219 (the “Claim”).

WHEREAS, on August 18, 2014, the Reorganization Trust filed *EME Reorganization Trust’s Objection to Claim No. 1723 Filed by Chicago Bears Football Club, Inc.* (the “Objection”), pursuant to which the Reorganization Trust: (a) objected to the amount of the

Claim, stating that CBFC failed to mitigate its damages and failed to credit the Security Deposit against the Claim; and (b) stated that the Claim was filed in error against EME and should have been filed against Midwest Gen.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Parties, as follows:

1. In full and final satisfaction of the Claim, the Claim shall be reclassified and deemed an Allowed Class B-3 Claim (as defined in the Plan) in the amount of \$65,000, which shall be satisfied solely by the Reorganization Trust in accordance with the terms of the Plan. The Reorganization Trust shall remit the stipulated amount by wire transfer to CBFC no later than thirty (30) days from the date of entry of an order approving this Stipulation, using the wire instructions to be provided by CBFC to the Reorganization Trust no later than one (1) day from the date of entry of an order approving this Stipulation. Upon payment of \$65,000 to CBFC, the Reorganization Trust shall not have any further liability to CBFC on account of the Claim or any other basis.

2. CBFC shall retain the Security Deposit.

3. Upon entry of an order approving this Stipulation, the Objection shall be deemed resolved.

4. Upon entry of an order approving this Stipulation, except as provided herein and except with respect to the rights and obligations under this Stipulation, the Parties shall be deemed to have forever waived, released, acquitted and discharged one another, including each Party's current, former or future officers, directors, employees, stockholders, beneficiaries, agents, servants, assigns, successors, predecessors, representatives, members, financial advisors, industry experts/advisors, attorneys, trustees, partners, subsidiaries, parent entities and affiliates

(including, in the case of the Reorganization Trust, Midwest Gen and EME), each in their capacity as such and in no other capacity, from any and all claims, demands, debts, objections to claims, obligations, damages, losses or liabilities whatsoever of any nature, type or description, whether known or unknown, suspected or unsuspected, concealed or hidden, direct or indirect, patent or latent, fixed or contingent, arising out of or relating to any cause, matter or thing from the beginning of time through the date of this Stipulation, including but not limited to those arising out of or relating to the License Agreement and the Claim.

5. This Stipulation shall not become effective unless and until it is approved by the Court. In the event that this Stipulation is not approved by the Court, nothing contained herein shall be deemed to be a waiver of any claims or objections of, or an admission of liability by, any Party hereto and, in such event, all rights of the Parties shall be preserved.

6. This Stipulation may not be modified other than by a signed writing executed by the Parties hereto or by further order of the Court.

7. This Stipulation comprises the entire agreement between the Parties in respect of the subject matter hereof.

8. Each person who executes this Stipulation on behalf of a Party hereto represents that he or she is duly authorized to execute this Stipulation on behalf of such Party.

9. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

10. The Parties shall bear their own attorneys' fees and costs relating to and arising from the License Agreement, the Claim, the Objection and this Stipulation.

11. This Stipulation shall be binding upon and shall inure to the benefit of the successors, heirs, assigns, agents, employees and representatives of the Parties hereto.

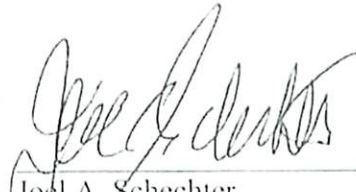
12. The Court shall retain jurisdiction over the Parties hereto with respect to this Stipulation, including, without limitation, for purposes of interpreting and implementing and enforcing its terms and conditions.

Dated: May 11, 2015



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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

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

**AGREED ORDER APPROVING STIPULATION RESOLVING
CLAIM NO. 1723 ASSERTED BY CHICAGO BEARS FOOTBALL CLUB, INC.**

THIS CAUSE COMING TO BE HEARD as to the Stipulation Resolving Claim Asserted by Chicago Bears Football Club, Inc. (the "Stipulation"), the related Claim No. 1723 and the related Objection to Claim No. 1723 filed by Debtors [Docket No. 2472], the Court having found that it has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334; the Court having found that this is a core proceeding under 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Stipulation in this district is proper under 28 U.S.C. §§ 1408 and 1409; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Stipulation is approved. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Stipulation.
2. In full and final satisfaction of Claim No. 1723, Claim No. 1723 shall be reclassified and deemed an Allowed Class B-3 Claim in the amount of \$65,000, which shall be satisfied solely by the Reorganization Trust in accordance with the terms of the Plan. Upon payment of \$65,000 to CBFC, the Reorganization Trust shall not have any further liability to CBFC on account of the Claim or any other basis.
3. The Objection is deemed resolved with respect to Claim No. 1723.
4. GCG, Inc. is directed to update the claims register to reflect the terms of the Stipulation and this Order.
5. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of the Stipulation and this Order.
6. All other terms of the Stipulation are approved.

Enter:

Dated:

United States Bankruptcy Judge

Prepared by:

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