

**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)
)	

NOTICE OF EME REORGANIZATION TRUST’S MOTION FOR AUTHORITY TO COMPLETE SETTLEMENT PAYMENTS TO RETIREE GROUP

PLEASE TAKE NOTICE that on the **21st day of October, 2015, at 9:30 a.m. (Central Time)** or as soon thereafter as counsel may be heard, the EME Reorganization Trust (the “Reorganization Trust”) will appear before the Honorable Jacqueline P. Cox or any other judge who may be sitting in her place and stead, in Courtroom 680 in the United States Courthouse, 219 South Dearborn Street, Chicago, Illinois, and present the attached *EME Reorganization Trust’s Motion for Authority to Complete Settlement Payments to Retiree Group* (the “Motion”).

PLEASE TAKE FURTHER NOTICE that any objection to the Motion must be filed with the Court, and served so as to be actually received by each of the following entities, by **October 14, 2015, at 4:00 p.m. (Central Time)**: (a) counsel to the Reorganization Trust; (b) the Office of the U.S. Trustee for the Northern District of Illinois; (c) the United States Attorney for the Northern District of Illinois; (d) the Internal Revenue Service; and (e) those parties who have requested service of papers in this case pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure and the *Order Approving Case Management Procedures* [Docket No. 128].

PLEASE TAKE FURTHER NOTICE that copies of all documents filed in these chapter 11 cases are available free of charge by visiting the case website maintained by GCG, Inc., the 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

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.

procedures and fees set forth therein.

Dated: September 29, 2015
Chicago, IL

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Co-Counsel to the EME Reorganization Trust

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
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In re:)	Chapter 11
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EDISON MISSION ENERGY, <u>et al.</u> , ¹)	Case No. 12-49219 (JPC)
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Debtors.)	(Jointly Administered)
)	

EME REORGANIZATION TRUST’S MOTION FOR AUTHORITY TO COMPLETE SETTLEMENT PAYMENTS TO RETIREE GROUP

The EME Reorganization Trust (the “Reorganization Trust”), as successor in interest to Edison Mission Energy (“EME”), one of the above-captioned debtors (together with its debtor affiliates, the “Debtors”), submits the *EME Reorganization Trust’s Motion for Authority to Complete Settlement Payments to Retiree Group* (the “Motion”)² and respectfully represents and sets forth as follows:

JURISDICTION

1. This 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).
2. Venue in this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

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.

² Capitalized terms used but not otherwise defined in this Motion will have the meanings ascribed to them in the Plan, the Motion to Terminate (as defined herein), or the Settlement Agreement (as defined herein), as applicable.

3. The statutory predicates for the relief requested herein are sections 105(a) and 1142(a) of title 11 of the United States Code (the “Bankruptcy Code”), and Rule 3021 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

BACKGROUND

A. Filing of These Chapter 11 Cases

4. On December 17, 2012 (the “Petition Date”), seventeen of the Debtors filed petitions with the Court under chapter 11 of the Bankruptcy Code.³ The Debtors operated their businesses and managed their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Court approved procedural consolidation and joint administration of these chapter 11 cases pursuant to Bankruptcy Rule 1015(b) [Docket Nos. 115, 154, 780].

B. Confirmation of the Plan of Reorganization

5. On March 11, 2014, the Court entered an order (the “Confirmation Order”) [Docket No. 2206] confirming the *Debtors’ Third Amended Joint Chapter 11 Plan of Reorganization (with Technical Modifications)* (as may be amended, modified, or supplemented from time to time, the “Plan”). On April 1, 2014, the effective date under the Plan occurred and, among other things, Edison Mission Energy (“EME”) consummated the sale of substantially all of its assets to NRG Energy Holdings Inc. and NRG Energy, Inc. (together, “NRG”).

6. Pursuant to Article IV.E of the Plan, the Reorganization Trust was established as the successor in interest to EME. The primary purpose of the Reorganization Trust is the liquidation, settlement, compromise, or resolution of all assets, liabilities, and claims excluded

³ The remaining three Debtors filed petitions with the Court under chapter 11 of the Bankruptcy Code on May 2, 2013.

from the sale by EME of substantially all of its assets to NRG as well as other obligations described in the Plan.

C. Settlement with the Retiree Benefits Beneficiaries

7. On May 20, 2014, the Reorganization Trust filed the *Motion of EME Reorganization Trust for Entry of Orders Approving (I) Debtors' Motion to Terminate Retiree Benefits and Related Relief; and (II) Settlement Among EME Reorganization Trust Reorganization Trust and the Retiree Group and Related Relief* (the "Motion to Terminate") [Docket No. 2352] which sought, among other things, approval of that certain settlement agreement (the "Settlement Agreement") among the Reorganization Trust, certain retirees (the "Retiree Group") and counsel to the Retiree Group.⁴ Attached hereto as **Exhibit B** is a true copy of the Settlement Agreement. On June 25, 2014, the *Order Approving Settlement Among EME Reorganization Trust and Retiree Group* (the "Settlement Order") [Docket No. 2438] was entered approving the Settlement Agreement.

8. The Motion to Terminate also sought permission from the Court to terminate post-employment medical and other welfare benefits, excluding pension benefits, provided to certain retirees and retirement-eligible employees, as well as their dependents, spouses, and surviving spouses (collectively, the "Retiree Benefits Beneficiaries"). On June 25, 2014, the *Order Approving (I) Debtors' Motion to Terminate Retiree Benefits and (II) Related Relief* (the "Termination Order") [Docket No. 2439] was entered approving the Motion to Terminate. Although the Retiree Group did not represent any Retiree Benefits Beneficiaries other than themselves individually, the relief granted in the Settlement Order and the Termination Order

⁴ On June 14, 2014, the Reorganization Trust filed amended exhibits to the Motion to Terminate in the *Notice of Filing Amended Exhibits to Motion of EME Reorganization Trust for Entry of Orders Approving (I) Debtors' Motion to Terminate Retiree Benefits and Related Relief; and (II) Settlement Among EME Reorganization Trust Reorganization Trust and the Retiree Group and Related Relief* [Docket No. 2391].

applied to any other Retiree Benefits Beneficiaries “similarly situated” to the Retiree Group on a *pari passu* basis. Exhibit B to the Settlement Agreement contains a list of all the Retiree Benefits Beneficiaries, including the Retiree Group.

9. Pursuant to the terms of the Settlement Agreement, the Settlement Order, and the Termination Order, the Reorganization Trust was authorized and directed to pay certain Settlement Payments to the Retiree Benefits Beneficiaries and in full and final satisfaction of all Retiree Benefits and Retiree Benefits Claims.⁵ In compliance with applicable tax requirements and Section VI.H of the Plan, the Reorganization Trust was required to reduce the Settlement Payments by any applicable tax or other withholding. In order to allow the Reorganization Trust to comply, the Settlement Agreement, the Settlement Order, and the Termination Order each required the Retiree Benefits Beneficiaries to provide certain identification and tax information to the Reorganization Trust (such as IRS Forms W-4 and W-9) no later than 180 days after entry of both the Termination Order and the Settlement Order, or December 22, 2014.

10. To ensure that each of the Retiree Benefits Beneficiaries received proper notice of the Settlement Agreement and their obligation to provide identification and tax information, the Reorganization Trust mailed a copy of the Motion to Terminate and an individualized Settlement Notice to each Retiree Benefits Beneficiary. *See* Docket Nos. 2364, 2371, and 2416 (affidavits of service with respect to the Motion to Terminate, the Settlement Motion, and the individual notices); *see also* Termination Order at 1–2 (itemizing the notice provided and finding that sufficient notice was provided). Further, the Reorganization Trust published a substantively similar form of the Settlement Notice in USA Today (National Edition), Los Angeles Times, and

⁵ The allocation of the Settlement Payments among the Retiree Benefits Beneficiaries is detailed in Exhibit C to the Settlement Agreement, which was filed under seal pursuant to the *Order Authorizing EME Reorganization Trust to File Sealed Document* [Docket No. 2437]. In order to continue to protect the privacy interests of the Retiree Benefits Beneficiaries, Exhibit C is redacted from the Settlement Agreement attached to this Motion. The Reorganization Trust includes by reference the sealed version of the Settlement Agreement for purposes of the relief requested in this Motion.

Chicago Tribune. *See* Docket No. 2435 (affidavit of publication with respect to the published notice). Finally, the Reorganization Trust provided notice in accordance with the *Order Approving Case Management Procedures* [Docket No. 128].

11. The Reorganization Trust had hoped to complete all Settlement Payments to the Retiree Benefits Beneficiaries shortly after the December 22, 2014 deadline for receipt of the necessary identification and tax information. Currently, the Reorganization Trust has successfully received valid identification and tax information and paid the corresponding Settlement Payments with respect to four hundred ninety-two (492) Retiree Benefits Beneficiaries, which is almost 99% of the total group.

12. However, notwithstanding the Reorganization Trust's best efforts to implement the agreed protocol under the Settlement Agreement to fully and properly pay the Settlement Benefits, the Reorganization Trust did not receive the necessary identification and tax forms from five (5) Retiree Benefits Beneficiaries prior to the December 22, 2014 deadline. Subsequently, the Reorganization Trust was contacted by one (1) of these retirees, Mr. Kenneth Edwards (the "Responding Retiree"), who had not previously received notice as a result of an error regarding his last known mailing address. The Reorganization Trust has not received any response from the remaining four (4) retirees, Mr. Paul Canales, Mr. Robert McFedries, Mr. Edgar Quino, and Ms. Jennifer Stamm (collectively, the "Non-Responding Retirees"), though it has confirmed that the last known address for each from such Non-Responding Retiree's employment records was used to provide notice.

13. The Settlement Agreement does not contain any provision with respect to either the failure of a Retiree Benefits Beneficiary to meet the applicable December 22, 2014 deadline or the disposition of unclaimed funds generally.

14. The Plan states in Article VI.G.4 that undeliverable distributions to Holders of Claims shall be held until the Reorganization Trust has determined the then current address of such Holder. Furthermore, under Article VI.G.4, such undeliverable distributions shall be deemed unclaimed property twelve (12) months following the Effective Date (April 1, 2014), at which point such unclaimed property shall revert to the Reorganization Trust.

RELIEF REQUESTED

15. By this Motion, the Reorganization Trust respectfully requests entry of an order pursuant to Bankruptcy Code sections 105(a) and 1142(a) and Bankruptcy Rule 3021 (i) authorizing the Reorganization Trust to make the corresponding Settlement Payment to the Responding Retiree under the Settlement Agreement and (ii) releasing to the Reorganization Trust the unclaimed Settlement Payments allocated to the Non-Responding Retirees under the Settlement Agreement.

BASIS FOR RELIEF

16. Pursuant to Fed. R. Bankr. P. 3021, distributions under the Plan are to be made to “creditors whose claims have been allowed” Fed. R. Bankr. P. 3021. The Settlement Agreement sets forth the amounts of the allowed claims of the retirees for purposes of the Settlement Payments to the Retiree Benefits Beneficiaries. These amounts and the protocol to make the Settlement Payments were agreed to by the Retiree Group and, under the Settlement Order and the Termination Order, applied to any other Retiree Benefits Beneficiaries “similarly situated” to the Retiree Group on a *pari passu* basis. Sufficient notice of the Motion to Terminate, the Settlement Motion, and the terms of the Settlement Agreement was provided to the individual Retiree Benefits Beneficiaries, including through the individualized notices and the publication notice. Except for the Responding Retiree and the Non-Responding Retirees, all Settlement Payments have been made.

17. The Reorganization Trust is prepared to make the Settlement Payment to the Responding Retiree, based on Schedule C to the Settlement Agreement.

18. The Reorganization Trust seeks finality with respect to the Non-Responding Retirees, as more than nine (9) months have passed since the December 22, 2014 deadline for the receipt by the Reorganization Trust of the required identification and tax information and the Non-Responding Retirees have failed to provide the required materials.

19. In addition, the Plan provides that any undeliverable distributions shall be held to allow the Reorganization Trust to determine the current address of the Claim Holder. The Reorganization Trust has used its best efforts to locate the Non-Responding Retirees, including by confirming the last known address for each from such Non-Responding Retiree's employment records, and to date has not received a response. Consequently, under the Plan, the Settlement Payments allocated to the Non-Responding Retirees should revert to the Reorganization Trust because more than a year has passed since the Effective Date and the Settlement Payments have become unclaimed property.

20. The Reorganization Trust is required to carry out the provisions of the Plan, the Settlement Order, the Termination Order, and any other orders of this Court. 11 U.S.C. §1142(a). The Court should therefore authorize the Reorganization Trust to make the corresponding Settlement Payment to the Responding Retiree pursuant to the Settlement Agreement and release the unclaimed Settlement Payments allocated to the Non-Responding Retirees back to the Reorganization Trust to be otherwise administered under the Plan.

NOTICE

21. Notice of this Motion shall be provided on the date hereof via U.S. first class mail to (i) the Office of the U.S. Trustee, (ii) counsel to the Retiree Group, (iii) the Retiree Benefits Beneficiaries and (iv) those parties who have requested service of papers in this case pursuant to

Rule 2002 of the Federal Rules of Bankruptcy Procedure and the *Order Approving Case Management Procedures* [Docket No. 128]. In light of the nature of the relief requested in this Motion and Bankruptcy Rule 3021, the Reorganization Trust respectfully submits that no further notice is necessary.

CONCLUSION

WHEREFORE, for the reasons set forth herein, the Reorganization Trust respectfully requests that this Court enter an order, substantially in the form annexed hereto as **Exhibit A**, (i) authorizing the Reorganization Trust to make the corresponding Settlement Payment to the Responding Retiree under Schedule C of the Settlement Agreement; (ii) releasing to the Reorganization Trust the unclaimed Settlement Payments allocated to the Non-Responding Retirees under Schedule C of the Settlement Agreement; and (iii) granting such other and further relief as this Court deems just and proper.

[Remainder of page intentionally left blank]

Dated: September 29, 2015
Chicago, IL

By: /s/ James Savin
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Co-Counsel to the EME Reorganization Trust

EXHIBIT A

Proposed Order

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

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

**ORDER GRANTING EME REORGANIZATION TRUST’S MOTION FOR
AUTHORITY TO COMPLETE SETTLEMENT PAYMENTS TO RETIREE GROUP**

Upon the Motion² of the EME Reorganization Trust (the “Reorganization Trust”) for Authority to Complete Settlement Payments to Retiree Group as further described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding in accordance with 28 U.S.C. § 157(b)(2); and venue being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the Reorganization Trust should be authorized to make the corresponding Settlement Payment to the Responding Retiree under Schedule C of the Settlement Agreement and that the unclaimed Settlement Payments allocated to the Non-Responding Retirees under Schedule C of the Settlement Agreement should be released to the Reorganization Trust; and due and sufficient

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² Capitalized terms not otherwise defined herein shall have the meanings ascribed in the Motion.

notice of the Motion having been given, and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED:

1. The Motion is granted as set forth herein.
2. The Reorganization Trust is authorized to make the corresponding Settlement Payment to the Responding Retiree under Schedule C of the Settlement Agreement.
3. The unclaimed Settlement Payments allocated to the Non-Responding Retirees under Schedule C of the Settlement Agreement are released to the Reorganization Trust.
4. Upon the payment of the corresponding Settlement Payment to the Responding Retiree pursuant to the claim amount set forth in Schedule C of the Settlement Agreement, the Reorganization Trust is deemed to have satisfied its obligations under the Settlement Agreement, including, without limitation, with respect to the Non-Responding Retirees.
5. The Reorganization Trust is authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.
6. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h), 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
7. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: _____, 2015
Chicago, Illinois

Jacqueline P. Cox
United States Bankruptcy Judge

EXHIBIT B

Settlement Agreement (redacted)

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this “Agreement”) is made and entered into as of May __, 2014, by and among (a) EME Reorganization Trust (the “Reorganization Trust”), as a successor in interest to Edison Mission Energy in its capacity as debtor in possession (“EME” and, collectively together with its affiliated debtors, each in its respective capacity as debtor in possession, the “Debtors”), (b) those individuals that have executed this Agreement (the “Retiree Group”), and (c) Pedersen & Hout, P.C. (“P&H”), counsel to the Retiree Group. The Debtors, the Retiree Group, and P&H shall collectively be referred to herein as the “Parties.”

WHEREAS, on December 17, 2012, EME and certain of its Debtor subsidiaries, including Midwest Generation, LLC and Midwest Generation EME, LLC, each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) with the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”). On May 2, 2013, three additional Debtors filed petitions with the Bankruptcy Court under chapter 11 of the Bankruptcy Code. The Debtors’ chapter 11 cases (collectively, the “Chapter 11 Cases”) have been jointly administered under caption In re Edison Mission Energy, Case No. 12-49219 (JPC);

WHEREAS, certain individuals historically participated in (or were eligible to participate in) the Edison International Welfare Benefit Plan (as amended and modified from time to time, and including any predecessor or successor plan thereto, the “EIX Plan”), which provided for, among other things, post-employment welfare benefits other than pensions (collectively, the “Retiree Benefits”), and EME’s non-Debtor parent Edison International (“EIX”) and its affiliate Southern California Edison (“SCE”) administered the Retiree Benefits;

WHEREAS, under the terms of the EIX Plan and any applicable collective bargaining agreement, the Retiree Benefits are not vested and can be modified or terminated at any time under Articles 26 and 27 of the EIX Plan by SCE at any time, and, inter alia, by the withdrawal of a Participating Employer (as defined in the EIX Plan) in conformity with the requirements set forth in the EIX Plan;

WHEREAS, by the *Debtors’ Motion for Entry of an Order (A) Authorizing Termination of Retiree Benefits and (B) Granting Related Relief* [Docket No. 1776] (the “Motion to Terminate”) and certain related pleadings, the Debtors sought Bankruptcy Court authorization to terminate the Retiree Benefits; and the Retiree Group opposed the Motion to Terminate and requested the appointment of an official retiree committee under section 1114(d) of the Bankruptcy Code;

WHEREAS, P&H represents only the Retiree Group, and does not represent any of the other Retiree Benefits Beneficiaries (as hereinafter defined). Likewise, the members of the Retiree Group represent only themselves, and do not represent any of the other Retiree Benefit Beneficiaries, individually or collectively. Pursuant to the Retiree Stipulation (as hereinafter defined), the Debtors agreed that if they reached an agreement or compromise with the Retiree Group, the Debtors would pay any Retiree Benefits Beneficiaries “similarly situated” to the members of the Retiree Group on a *pari passu* basis.

WHEREAS, on February 12, 2014, the Bankruptcy Court approved the *Stipulation and Agreed Order (I) Establishing Schedule Regarding Debtors' Motion for Entry of an Order (A) Authorizing Termination of Retiree Benefits and (B) Granting Related Relief (II) Resolving Motion to Appoint Official Retiree Committee Pursuant to 11 U.S.C. § 1114(d) and Retirees' Objection to Debtors' Second Amended Joint Chapter 11 Plan of Reorganization* [Docket No. 2034] (the "Retiree Stipulation") approving certain relief related to the Motion to Terminate including the scheduling of certain dates for Bankruptcy Court resolution of the Motion to Terminate;

WHEREAS, on February 20, 2014, the Debtors filed the *Notice of Filing Entry of Stipulation and Agreed Order (I) Establishing Schedule Regarding Debtors' Motion for Entry of an Order (A) Authorizing Termination of Retiree Benefits and (B) Granting Related Relief (II) Resolving Motion to Appoint Official Retiree Committee Pursuant to 11 U.S.C. § 1114(d) and Retirees' Objection to Debtors' Second Amended Joint Chapter 11 Plan of Reorganization* [Docket No. 2109] providing further notice to interested parties of the hearing on the Motion to Terminate and the Retiree Stipulation;

WHEREAS, on March 11, 2014, the Bankruptcy Court entered the order [Docket No. 2206] (the "Confirmation Order") confirming the *Debtors' Third Amended Joint Chapter 11 Plan of Reorganization (with Technical Modifications)* (as may be amended, modified, or supplemented from time to time, the "Plan"), and the Plan became effective on April 1, 2014; and

WHEREAS, by this Agreement, the Parties hereby wish to settle all outstanding disputes and claims that may exist among the Parties with respect to the Retiree Benefits and all related matters.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the Parties agree as follows:

1. **Defined Terms.**

- a. "Agreement" has the meaning ascribed to it in the preamble to this Agreement.
- b. "Approval Order" has the meaning ascribed to it in Section 6.a.
- c. "Bankruptcy Code" has the meaning ascribed to it in the recitals to this Agreement.
- d. "Bankruptcy Court" has the meaning ascribed to it in the recitals to this Agreement.
- e. "Chapter 11 Cases" has the meaning ascribed to it in the recitals to this Agreement.
- f. "Confirmation Order" has the meaning ascribed to it in the recitals to this Agreement.

- g. “Debtor Parties” means, collectively, (i) the Debtors, their estates, and their post-reorganization successors, (ii) the direct and indirect, current and former, non-Debtor affiliates of any Debtor (including subsidiaries and parents and their subsidiaries), (iii) the Reorganization Trust, (iv) Post-Reorganization EME (as defined in the Plan), (v) EIX, SCE, the EIX Plan; and (vi) with respect to the foregoing entities in clauses (i)–(v), their respective current and former parents, affiliates, subsidiaries, officers, directors, principals, members, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other professionals, in each case in their capacity as such.
- h. “Debtors” has the meaning ascribed to it in the preamble to this Agreement.
- i. “EME” has the meaning ascribed to it in the recitals to this Agreement.
- j. “EIX” has the meaning ascribed to it in the recitals to this Agreement.
- k. “EIX Plan” has the meaning ascribed to it in the recitals to this Agreement.
- l. “EIX Settlement Agreement” means that certain Settlement Agreement, dated as of February 18, 2014, by and among EME (on behalf of itself and its subsidiaries), EIX (on behalf of itself and the EME subsidiaries), and certain holders of EME’s senior unsecured notes [Docket No. 2071].
- m. “Final Order” means an order which has not been reversed, stayed, modified, or amended, as to which the time to appeal, petition for certiorari or move for reargument, reconsideration, or rehearing has expired and no appeal, petition for certiorari or motion for reargument, reconsideration, or rehearing has been timely filed, or as to which any appeal, petition for certiorari or motion for reargument, reconsideration or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, reargument, reconsideration, or rehearing was sought; provided that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules or the Local Bankruptcy Rules of the Bankruptcy Court, may be filed relating to such order shall not prevent such order from being a Final Order.
- n. “Motion to Terminate” has the meaning ascribed to it in the recitals to this Agreement.
- o. “Non-Union Retiree Benefits Beneficiaries” means, collectively, all non-union retirees and retirement-eligible employees of the Debtors (other than those retirees and employees of the Homer City Debtors (as defined in the Plan), Retiree Benefits with respect to which were validly terminated prior to the chapter 11 filing of certain of the Homer City Debtors on May 2, 2013) as well as their dependents, spouses, surviving spouses, and any other person or entity receiving, eligible for, or that may become eligible for Retiree Benefits from any Debtors, under, or otherwise participate in, the EIX Plan, whether or not such Non-Union Retiree Benefits Beneficiaries are or were members of the Retiree Group,

including, without limitation, those individuals listed on Exhibit B hereto.

- p. “Non-Union Participation End Date” has the meaning ascribed to it in Section 2.b.
- q. “Participating Employer” means any affiliate or subsidiary of EIX or SCE that is or was a participating employer of the EIX Plan in accordance with the terms of the EIX Plan then in effect.
- r. “Parties” has the meaning ascribed to it in the preamble to this Agreement.
- s. “Plan” has the meaning ascribed to it in the recitals to this Agreement.
- t. “Plan Supplement” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan.
- u. “Reorganization Trust” has the meaning ascribed to it in the preamble to this Agreement.
- v. “Retiree Benefits” has the meaning ascribed to it in the recitals to this Agreement.
- w. “Retiree Benefits Beneficiaries” means, collectively, all Non-Union Retiree Benefits Beneficiaries and Union Retiree Benefits Beneficiaries.
- x. “Retiree Benefits Claims” means any and all claims, obligations, rights, suits, damages, causes of action, remedies, and liabilities whatsoever related to the Retiree Benefits, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including without limitation any claims related to the Retiree Benefits under the Employee Retirement Income Security Act of 1974, as amended, or any statutory or common law claims related to the Retiree Benefits for breach of fiduciary duty, breach of contract, fraud, fraudulent inducement, promissory estoppel and/or equitable estoppel.
- y. “Retiree Group” has the meaning ascribed to it in the preamble to this Agreement.
- z. “Retiree Party” means any person or entity, including, without limitation, (i) each individual comprising the Retiree Group, (ii) P&H, (iii) any other Retiree Benefits Beneficiaries, and (iv) any person or entity who can or could assert Retiree Benefits Claims on behalf of the foregoing persons or entities in clauses (i)–(iii) or otherwise holds, has held, or may hold Retiree Benefits Claims.
- aa. “Retiree Stipulation” has the meaning ascribed to it in the recitals to this Agreement.
- bb. “SCE” has the meaning ascribed to it in the recitals to this Agreement.
- cc. “Settlement Payment” has the meaning ascribed to it in Section 3.
- dd. “Termination Order” means a Final Order granting the Motion to Terminate in

form and substance acceptable to the Reorganization Trust.

- ee. “Union Participation End Date” has the meaning ascribed to it in Section 2.c.
- ff. “Union Retiree Benefits Beneficiaries” means those retirees and retirement-eligible employees as well as their dependents, spouses, surviving spouses, and any other person or entity receiving, eligible for, or that may become eligible for Retiree Benefits under that certain Collective Bargaining Agreement, dated as of October 22, 2001, and that certain Collective Bargaining Agreement, dated as of March 6, 2006 (including any amendments or extensions thereof), between Midwest Generation, LLC and the International Brotherhood of Electrical Workers Local 15.

2. **Termination of Retiree Benefits.** Upon and as of the latter date of the entry of both the Termination Order and Approval Order (as hereinafter defined):

- a. EME shall be deemed to have withdrawn and ceased to be a Participating Employer under the terms of the EIX Plan, and the Debtor Parties shall have no obligation to pay for, and shall not be liable for, Retiree Benefits Claims to Retiree Benefits Beneficiaries under the EIX Plan or otherwise, except as expressly provided for in this Section 2.
- b. The Reorganization Trust shall continue to pay for Retiree Benefits for Non-Union Retiree Benefits Beneficiaries through and including the last day of the month following the month of entry of the Approval Order (the “Non-Union Participation End Date”). After the Non-Union Participation End Date, the Debtor Parties shall have no obligation to pay for, and shall not be liable for, Retiree Benefits and Retiree Benefits Claims to Non-Union Retiree Benefits Beneficiaries under the EIX Plan or otherwise.
- c. In accordance with the *Order Approving Entry Into Extension of Collecting Bargaining Agreement and Granting Related Relief* [Docket No. 1562], the Reorganization Trust shall continue to pay for Retiree Benefits to Union Retiree Benefits Beneficiaries through and including March 31, 2015 (the “Union Participation End Date”). After the Union Participation End Date, the Debtor Parties shall have no obligation to pay for, and shall not be liable for, Retiree Benefits and Retiree Benefits Claims to Union Retiree Benefits Beneficiaries under the EIX Plan or otherwise.
- d. The Parties acknowledge that the Reorganization Trust intends to satisfy its obligations to pay and provide for any Retiree Benefits under this Section 2 pursuant to that certain Retiree Health Benefits Administration Agreement dated as of March 31, 2014, by and between EIX and the Reorganization Trust.

3. **Settlement Payment.** The Reorganization Trust will pay to the Retiree Benefits Beneficiaries, in full and final satisfaction of all Retiree Benefits and Retiree Benefits Claims, the amounts set forth in Exhibit C to this Agreement (collectively, the “Settlement Payment”); *provided* that, consistent with Section VI.H of the Plan such

amounts shall be subject to, and reduced by, any applicable tax or other withholding as determined by the Reorganization Trust and, for purposes of this Agreement, any taxes (including, without limitation, employer's share of employment taxes) and withholdings (including, without limitation, income taxes and employees' share of employment taxes) the Reorganization Trust pays or withholds with respect to such amounts shall be treated as payments toward the Settlement Payment due to the Retiree Benefits Beneficiaries. The Reorganization Trust shall pay the Settlement Payment with respect to members of the Retiree Group within no more than thirty (30) days after each of the following are done: (1) the Court has entered the Termination Order, (2) the Court has entered the Approval Order, and (3) the Retiree Benefits Beneficiary entitled to payment has furnished to the Reorganization Trust identification and tax information as may be required, including, but not limited to, IRS Forms W-4 and W-9. The Reorganization Trust will provide individual notice to each of the Retiree Benefits Beneficiaries of the amounts set forth in Exhibit C. The Retiree Benefits Beneficiaries shall provide the identification and tax information, as may be required, to the Reorganization Trust no later than 180 days after entry of both the Termination Order and the Approval Order.

4. **Mutual Release and Discharge.** For good and valuable consideration in the form of the Settlement Payment and the continued payment of Retiree Benefits solely as provided in Section 2 by the Reorganization Trust on the one hand, and withdrawal of any objections to the Motion to Terminate by the Retiree Group or its members on the other hand, the sufficiency of which is hereby acknowledged, (i) the Retiree Group hereby releases each of the Debtor Parties from any and all Retiree Benefits Claims, and (ii) the Debtor Parties hereby release the Retiree Group and P&H from any and all Retiree Benefits Claims. This Agreement provides for and effectuates a discharge of the Debtor Parties to the full extent permitted by applicable law with respect to any and all Retiree Benefits and Retiree Benefits Claims. **Without limiting the generality of the foregoing, each party providing a release under this Section 4 shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights, and benefits conferred by law or statute, whether federal, state, municipal, local, tribal, foreign or other, or principle of common law, which is similar, comparable, or equivalent to California Civil Code Section 1542, which provides:**

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

It is the intention of the Retiree Group that, notwithstanding the provisions of California Civil Code Section 1542 or any similar provisions, rights, and benefits conferred by law, and notwithstanding the possibility that the members of the Retiree Group providing releases or their counsel may discover or gain a more complete understanding of the facts, events or law that, if presently known or fully understood, would have affected the decision to enter into this Agreement, any and

all release of claims, including unknown claims, shall be fully, finally, and forever settled. The members of the Retiree Group acknowledge that the inclusion of unknown claims herein was separately bargained for and was a key and material element of this Agreement.

5. **Covenant Prohibiting Pursuit of Retiree Benefits Claims.** Other than to enforce the terms of the Approval Order, each of the members of the Retiree Group agrees and submits that it is permanently barred, enjoined, and restrained from commencing, prosecuting, continuing, or asserting, either directly or derivatively, on behalf of itself or on behalf of or in assistance to another, in the Bankruptcy Court, in any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum in the United States or elsewhere, any Retiree Benefits Claim(s) against any of the Debtor Parties. P&H and each of the members of the Retiree Group agrees to seek payment under this Agreement and the Approval Order or otherwise to enforce this Agreement and the Approval Order exclusively against the Reorganization Trust.
6. **Approval Order and Effectiveness.**
 - a. The Reorganization Trust will file a motion to approve this Agreement in form and substance acceptable to the Reorganization Trust and the Retiree Group (the “Approval Order”), and will request that the Bankruptcy Court enter the Approval Order. The Debtors and the Reorganization Trust will request that the Bankruptcy Court enter the Termination Order. The Retiree Group agrees not to object to the Termination Order, so long as the entry of the Termination Order does not frustrate the purpose of this Agreement, or the agreements contemplated herein.
 - b. Entry of the Approval Order and entry of the Termination Order which shall include, without limitation, terms providing for the termination of all Retiree Benefits, the bar of Retiree Benefits Claims by any Retiree Party, and an injunction against any Retiree Party asserting any Retiree Benefits Claim, are each a necessary condition precedent to the effectiveness of this Agreement. The Reorganization Trust would not and does not agree that this Agreement is effective unless and until the Bankruptcy Court enters both the Approval Order in form and substance acceptable to the Retiree Group and Reorganization Trust and the Termination Order, including, without limitation, terms providing for the termination of all Retiree Benefits, the bar of Retiree Benefits Claims by any Retiree Party, and an injunction against any Retiree Party asserting any Retiree Benefits Claim. Following the Parties’ execution of this Agreement, and upon entry of the Approval Order in form and substance acceptable to the Retiree Group and Reorganization Trust and entry of the Termination Order in form and substance acceptable to the Reorganization Trust, the obligation of the Parties to perform their obligations under this Agreement shall become effective and binding upon each of the Parties.
7. **Effect on Retiree Stipulation.** Upon entry of the Approval Order and entry of the Termination Order, the Parties’ remaining obligations under the Retiree Stipulation, if

any, shall terminate.

8. **No Effect on Otherwise Applicable Court Orders.**

- a. Nothing herein shall affect the force, effect, or applicability as to any entity of: (1) the *Order (A) Setting Bar Dates for Filing Proofs of Claim, Including 503(b)(9) Proofs of Claim and (B) Approving the Form and Manner of Notice Thereof*, entered April 11, 2013 [Docket No. 669]; (2) the *Order (A) Setting Bar Dates for Filing Proofs of Claim, Including Section 503(b)(9) Proofs of Claim, Against EME Homer City Generation L.P., Edison Mission Finance Co., and Homer City Property Holdings, Inc., and (B) Approving the Form and Manner of Notice Thereof*, entered August 22, 2013 [Docket No. 1137]; (3) the Confirmation Order; or (4) any other Bankruptcy Court order establishing any deadline or setting any date by which a proof of claim must be or must have been filed in the Chapter 11 Cases.
- b. The releases and other covenants under this Agreement and the Approval Order are in addition to and not in substitution of any provision of the Plan. Nothing herein shall limit or reduce the force, effect, or applicability as to any entity of the Plan (including the EIX Settlement Agreement and other documents in the Plan Supplement) or the Confirmation Order, including the releases, injunctions, exculpations, and related provisions set forth in Article VIII of the Plan, which shall remain in full force and effect.

9. **Withdrawal of Objections.** Upon entry of the Approval Order, the Retiree Group's *Objection to Debtors' Motion for Entry of an Order (A) Authorizing Termination of Retiree Benefits and (B) Granting Related Relief* [Docket No. 1866] and *Affected Retirees' Objection to Debtors' Motion to Terminate Retiree Benefits* [Docket No. 2217], together with any informal responses or objections made by any members of the Retiree Group, shall be deemed withdrawn, and P&H shall promptly file a notice of such withdrawals.
10. **Successors and Assigns.** The provisions of this Agreement shall be binding on the Parties and their heirs, beneficiaries, executors, survivors, dependents, trustees, administrators, successors, and assigns and shall inure to the benefit of the Parties and their successors and assigns.
11. **Governing Law.** The enforcement, construction, and interpretation of this Agreement shall be governed by and construed under the laws of the State of Illinois, without regard to choice of law. The Bankruptcy Court shall retain exclusive jurisdiction (and the Parties consent to such retention of jurisdiction) to resolve any disputes or controversies arising from or related to this Agreement, the claims and transactions contemplated thereby, and the enforcement of the Termination Order and Approval Order. Any request for relief brought before the Bankruptcy Court to resolve a dispute arising from or related to this Agreement shall be brought on proper notice and in accordance with relevant Federal Rules of Bankruptcy Procedure, the Local Rules for the United States Bankruptcy Court for the Northern District of Illinois, and the *Order Approving Case Management Procedures* [Docket No. 128].

12. **Execution in Counterparts.** 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 and the same instrument. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature, and shall be binding on the Parties.
13. **Non-Severability.** The terms and provisions of this Agreement are non-severable and, unless otherwise agreed to by the Parties, this Agreement shall terminate if any term or provision in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, or otherwise unenforceable except the Release of Debtor Parties as set forth in Section 4 shall remain in full force and effect upon delivery of the Settlement Payment.
14. **Compliance with Applicable Law.** The Parties represent, warrant and covenant that each document, notice, instruction, or request provided by each respective Party shall comply with applicable laws and regulations. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the parties hereto to the fullest extent permitted by law, to the end that this Agreement shall be enforced as written.
15. **Third-Party Beneficiary Rights.** Nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than the Parties and the Debtor Parties any legal or equitable right, remedy, interest, or claim under or in respect of this Agreement.

[Remainder of page intentionally left blank.]

Exhibit B

Schedule of Retiree Benefits Beneficiaries

Schedule of Retiree Benefits Beneficiaries

First Name	Last Name
DAVID	ACKER
MICHAEL	ALBANO
FRED	ALBRIGHT JR
RALPH	ALLEGGRANZA
LARRY	ALLEN
CHARLES	ALLEN
JEANETTE	ALVIDRES
FARHAD	AMINPOUR
DONALD	ANDREWS
EDWARD	ANIBAL JR
GEORGE	ANTHONY JR
GEOFFREY	ANTILL
JAMES	ANTONAGLIA
THOMAS	ARRA
KARL	ASPINALL
WALTER	AULEN
KENNETH	AUSTIN
DANIEL	BAJIC
R MICHAEL	BALES
ROBERT	BALLA
LARRY	BANAS
RICHARD	BANISTER
KENNETH	BARANOWSKI
STEPHEN	BARRETT
THOMAS	BARRINGER
MARI	BAYERS
REX	BEACH
BILL	BECKHAM
WALTER	BEHREND
WAYNE	BENEDECK
DANIEL	BENETURSKI
JAMES	BENSON
JAMES	BERNAL
DAVID	BERNHARD
ROGER	BETTENHAUSEN
STEVEN	BILIK
MARK	BISTRY
RANDALL	BJURMAN
PHILLIP	BLACKBURN

Schedule of Retiree Benefits Beneficiaries

First Name	Last Name
LINDELL	BLAIR
KENNETH	BLOUNT
JOSEPH	BOCIAN
ANTHONY	BOWERS
RICK	BRADSHAW
JAMES	BRADY
KENNETH	BRANDT
DENNIS	BREWERTON
ELSIE	BRIETTE
RICHARD	BRILL
RONALD	BRITT
WILLIAM	BROOKS JR
MARIANNE	BROSNAN
TERRY	BROWN
JERRY	BROWN
MARIO	BRUNASSO
KENNETH	BRYLA
BARBARA	BUNTING
WILLIAM	BURKE
VIRGIL	BURNS
JAMES	BUSTER JR
STEVEN	CACKOVIC
KEITH	CAIN
GREGORY	CALVERT
JORGE	CAMARGO
ROBERT	CAMPBELL
DENNIS	CAMPBELL
PAUL	CANALES
ALAN	CARPER
WILLIAM	CARTER
FRANK	CARY
MICHAEL	CASEY
KEVIN	CASEY
TIMOTHY	CASEY
JOHN	CASH
PATRICK	CASSIDY
MICHAEL	CATTEAU
HELEN	CHAN
JESUS	CHAVEZ JR
JOHN	CHEMMA

Schedule of Retiree Benefits Beneficiaries

First Name	Last Name
BRADLEY	CHRISTOPHER
MELVIN	CIRULLO JR
ANTHONY	COATES
JOHN	COKE
RICKY	COLCLASURE
DANIEL	COLLINS
JAMES	COLLISI
BASIL	CONSTANTELOS
JAMES	CONTEREZ JR
CHARLES	COOK
EDWARD	COOK JR
RALPH	COON JR
ERNEST	COOPER
RICHARD	CORONEL
ANTHONY	COUNTS
DONNA	COURREGES
CYNTHIA	COX
STEVEN	CRAWFORD
DARYL	CROMPTON
DANIEL	DAMMER
JANICE	DANCA
ELLA	DAVIS
CHARLES	DAVIS
LETITIA	DAVIS
DELORES	DENTON
HARJINDER KAUR	DHANJAL
DAVID	DIBIASE
ROBERT	DIETCH
JOSEPH	DINNOCENZO
MELVIN	DIXON
DAVID MICHAEL	DONNELLY
THOMAS	DOUGHERTY
PATRICK	DREA
ROBERT	DRISCOLL
CYNTHIA	DUBIN
JAMES	DUGGINS
PAUL	DUMKE
MARK	EBLER
ROBERT	EDGELL
LOISE	EDWARDS

Schedule of Retiree Benefits Beneficiaries

First Name	Last Name
KENNETH	EDWARDS
HANDEL	ELCOCK
DANIEL	ELLIS
KENNETH	ELROD
ROBERT	ELWOOD
PETER	ERRICHELLO JR
WILLIAM	EUBANKS
ALAN	FARCUS
THOMAS	FELLOWS
JERI	FENDER
JAMES	FENSTERMAKER
WILLIAM	FESTA
DAVID	FETTINGER
DALE WILLIAM	FITCH JR
GERALD	FONK
THOMAS	FRAHER
STEVEN	FRAMPTON
DOUGLAS	FRANK
GARY	FRANKLIN
GARY	FRANKS
BRENDA	FRAZER
JAMES CURT	FREELING
TERRY	FREEMAN
NORMAN	FREY
FLOYD	FULK JR
WILLIAM	FULLEN
GEORGE	GALANES
GEORGE	GALOUNIS
MICHAEL	GAMBOA
KEVIN	GARBER
KYLE	GARDNER
WILLIAM	GAYNOR
ERNEST	GERLOFF
KIT P	GILLMAN
PETER	GOLDBRUNNER
GUY	GORNEY
HOOSHANG	GOWHARI
DALE EDWARD	GRACE
FRANK	GRACHAN JR
JOHN	GRAHAM

Schedule of Retiree Benefits Beneficiaries

First Name	Last Name
KAREN	GRAMZA
MICHAEL	GRANO
LOUIS	GREENE
PAMELA	GREENWELL
GARY	GRIFFIN
BARBARA	GROVER
BERNARD	GURA
THOMAS	HAAS
WALTER	HALANDER
RICHARD	HANCOCK
MICHAEL	HANRAHAN
CARMEL	HARMON
JOHN	HARRISON
ROBERT	HARTON
JAMES	HAYWOOD
STANLEY	HEARD
JOHN	HENDERSON
JAMES	HENNEFORTH
PAMELA	HENSLEY
THOMAS	HERNANDEZ
ANDREW	HERTNEKY
STEPHEN	HESS
WILLIAM	HIBLER
MARGARET	HIGGINS
CALVIN	HIGHTOWER
RONALD	HOFFARD
GREGORY	HOPPE
MARK	HORBACZEWSKI
KAREN	HOUSE
DARYL	HOWARD
KAY LYNN	HOWARD
RANDALL	HUBER
SUZANNE	IRZYK
WILLIAM	IZRAL
GREG	JANS
THOMAS	JASINSKI
JEFFRY	JAWORSKI
ANTON	JEZEK
JOSEPH	JIMENEZ JR
LEONARD	JOHNSON

Schedule of Retiree Benefits Beneficiaries

First Name	Last Name
RODNEY	JOHNSON
STEVEN	JOHNSON
STEVE	JOHNSON
ROSIE	JOHNSON
SUSAN	JOHNSON
RANDALL	JOHNSON
MELODY	JOHNSON
JOYCE	JOHNSTON
JEFFREY	JONES
MARJORIE	JONES
JOHN	JORDAN SR
GARY M	KEHOE
RICHARD	KELLY
KIMBERLY	KELLY-LIPPERT
JOHN	KENNEDY
STEPHEN	KEZERLE
DAVID	KINCAID
DENISE MARIE	KING
DAVID	KING
JIM	KING
JERRY	KING
ROBERT	KINGSBURY
THOMAS	KINSMAN
DAVID	KISNER
KRIS	KJELLMAN
DEAN	KLEINHENZ
RICHARD	KOCAL
RUSSELL	KOELSCH
ROBERT	KOHLER JR
DONALD	KOHLOFF
TERENCE	KOSICEK
TERRY	KOSMATKA
LAWRENCE	KOSTRZEWA
DALE	KRAGE
JEFFERY	KRUMLINDE
KEITH	KRUMWIEDE
LOUISE	KUBA
DONALD	KUIKEN
WILLIAM	KUNST
BRUCE	KWOKA

Schedule of Retiree Benefits Beneficiaries

First Name	Last Name
WILLIAM	LAGONI
RICHARD JAMES	LANE
KAREN	LARSON
DONALD	LARSON
RICHARD	LARSON JR
WILLIAM	LAWRENCE JR
JIMMY	LAY
VICKIE	LE BLANC
SABRINA	LEE
THOMAS	LEGRO
SHERYL	LENZ
MELVIN	LESCHEWSKI
NANCY	LEWIS
OZELL	LINCOLN
WAYNE	LINDSEY
GARY	LINDSTROM
BRUCE	LINSTEN
CONNIE	LOCKHART
JOHN	LONG
GERARD	LOUGHMAN
JOSEPH	LUDWIG
JULIE	MACK
JEAN	MACK
JEFFREY	MAKAR
CLIFFORD	MALTASE
MICHAEL	MARSDEN
JOE	MARSHALL
WILLIAM	MARTIN
DARRELL	MARTIN
BRYAN	MARTINEZ
BERTHA	MARTINEZ
ANTONIO	MARTINEZ
JOEL	MARTIS
LISA	MATTHYS
WALTER	MAY
KENNETH	MAZURE
LONNIE	MCBEE
DONALD	MCCABE
ROBIN	MCCLAIN
DANIEL	MCDANIELS

Schedule of Retiree Benefits Beneficiaries

First Name	Last Name
DOUGLAS	MCFARLAN
ROBERT	MCFEDRIES
MICHAEL	MCGARRY
WILLIAM	MCGEE
WALLACE	MCGEE
BARRY	MCGINNIS
DAVID	MCKEAN
TERRY	MCLAIN
RICHARD	MCQUEEN
JOHN	MEEKS
RUSSELL	MEIFERDT
S DANIEL	MELITA
VICTOR	MENDOZA
RICHARD	MESKIMEN
PETER	MICHALSKI
DENNIS	MIELKE
MARK	MIKULKA
JAMES	MILAN
MITCH	MILICH
CHRIS	MINIKIN
LAVERNA	MISER
JACK	MOORE
MICHAEL	MOOREHEAD
DALE	MORRIS
CYNTHIA	MORTENSEN
LARRY	MOUNT
RODNEY	MULLINS
JERRY	MUNTER
MARK B	MURRAY
SRINIVAS	MURTHY
RONALD	MUSE
JOHN	MYLANDER JR
MARK	NAGEL
WILLIAM	NAGLOSKY
WAYNE	NARODOWSKI
BERNADETTE	NAVAJA
GEORGIA RICCI	NELSON
WILLIAM	NELSON
RICK	NEUBIESER
WILLIAM	NEUFELD

Schedule of Retiree Benefits Beneficiaries

First Name	Last Name
TIMOTHY	NEWTON
WILLIAM	NIELSEN
ROBERTO	NIEVES
JOSEPH	NOLL JR
GORDON	NOON
MICHAEL	NORWOOD
PETER	NOWINSKI
WILLIAM	O'CROTTY
PETER	O'DAY
HUGH	O'HARA
GERALD	OLSZEWSKI
JAMES	OOSTERBAAN
JOHN	ORLAND JR
CHERYL	OSGOOD
GARY	OWENS
MICHAEL	PAINTER
MICHAEL	PANKOVICH
DAVID	PARKER
CHARLES	PARKER
GEORGE	PARSONS
CLYDE	PATTERSON
SUSAN	PEBLEY
JOSE	PEREZ
SCOTT	PERRY
JOHN	PETERSON
BRADLEY	PETRELLA
EUGENE	PETROVITS
MICHAEL	PHILIP JR
BERNARD	PIAZZA
BLAIR	PICKETT
JAMES	PIGNATELLI
SUSAN	PIKE
MARK	PILMAN
ROBERT	PIPPINGER
JOHN	PODOBA
TERESA	POHLMEIER
RONALD	POMYKALA
DAVID	PORTER
HAROLD	POTTER
BOYD	POWELL JR

Schedule of Retiree Benefits Beneficiaries

First Name	Last Name
ARTHUR	PRIEBOY JR
MICHAEL	PROSECKY
HAROLD	PRYOR
WILLIAM	PUCILOWSKI
ELDON	PULFER
BRIAN	PUMALA
MARY	QUARLES
EDGAR	QUINO
DAVID	RADEMAKER
ROBERT	RAGLAND
ELIZABETH	RAMIREZ
DONNEY	RAMSEY
CARI	RANNEY
SATKUNANANDA	RAVINDRAN
THOMAS	REED
JOHN	REITER
WILLIAM	RENDALL
GEORGE	RIBIKAWSKIS
PHILIP	RICCA
MICHAEL	RILEY
MARK	ROBERTS
REX	ROEHL
MARK	ROMANOWSKI
KATI	ROMANOWSKI
JAMES	ROOD
KAREN	ROSE
FRANK	ROSTES
MICHAEL	ROWLAND
BARBARA	RURIS
LARRY	RYLANDER
LYNN	SADELI-YU
DAWAN	SADRUD-DIN
RAUL	SALAS
FERNANDO	SANCHEZ
LESLIE	SANDERS
AMY	SANDOVAL GILL
JAMES	SAULT
FREDDIE	SAUNDERS
SHIELA	SAUNDERS
WILLIAM	SCHLICHTING

Schedule of Retiree Benefits Beneficiaries

First Name	Last Name
RICHARD	SCHMIDT
DOUGLAS	SCHMIDT
ROBERT	SCHNEIDER
JAMES	SCHOONMAKER
STEVEN	SCHULER
PATRICK	SCHUMACHER
JAMES	SCHWARZ
BARRY	SEATON
MICHAEL	SEDLAK
MICHAEL	SEEMAN
JERRY	SELLERS
JAMES PETER	SELLERS
KEVIN	SHELTON
LAWRENCE	SHEPARD
WILLIAM	SHEVLIN
LARRY	SILER
BYNA	SIPOS
ESAU	SMITH
TIMOTHY	SMITH
BRYAN	SMOLJO
MICHAEL	SMOTHERS
SOBH	SOBH
ARAM	SOGOMONIAN
WILLIAM	SPELICH JR
RICHARD	SPENGLER
SCOTT	SPILIS
JENNIFER	STAMM
WILLIAM	STERCIC
JOHN	STERK SR
JOHNNY	STEVENS
KENNETH	STEWART
ROBERT	STOVEKEN
MATTHEW	STRAINIS
JOHN	STREET
JOHN	STUMM
JOSEPH	SUKLEY JR
WILLIE	SUTTON
JAMES	SWANKE
KENNETH	SWASAS
STEPHEN	SWINGLE

Schedule of Retiree Benefits Beneficiaries

First Name	Last Name
THOMAS	SYDNOR
PAUL	TAMAYO
GARY	TARPLEE
DEBBIE	TAYLOR
NATHANIEL	THOMAS
ARTHUR	THOMPSON
RICHARD	TOOPS
EVAN	TORRADO
KENNETH	TRZYNA
MICHAEL	TUTTLE
LONNIE	VANN
MARK	VANNAKEN
JOSEPH	VASIL
FREDRICK	VEENBAAS
JOSE	VELEZ
ROBERT	VIHNICKA
MARJORIE	VON KLEINSMID
ROBERT R	VONG
ROBERT	VOSS
RICHARD	WACTOR
MARK	WANG
TAYLOR C	WANG
KENT	WANNINGER
JOHN	WARD
KEITH	WARTZENLUFT
GEORGE	WEAVER
JAMES	WEDDING
GERALD	WEISKE
PAUL	WEISS
KEVIN	WERMELING
RAYMOND	WHALEN
JEAN	WHITESIDE
RANDALL	WICK
DAVID	WILLIAMS
DEBRA	WILLIAMS
ERIC	WILLIAMS
SCOTT	WILSON
JENENE	WILSON
CATHERINE	WILSON
DONALD	WINSTEAD

Schedule of Retiree Benefits Beneficiaries

First Name	Last Name
RAYMOND	WOLAN JR
SUZANNE	WOOD
DAVID	WORKMAN
ROBERT	WRIGHT
RONALD	WRIGHT
CHERYL	WYNNE
MICHAEL	YORK
MARK	YOUNG
RICHARD	ZAK
JOSEPH	ZEBELL
ROBERT	ZICCARELLI
KENNETH	ZIEGLER
LAWRENCE	ZIMON

Exhibit C

Allocation of Settlement Payment

[Exhibit is filed under seal.]

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))	

ORDER GRANTING EME REORGANIZATION TRUST’S MOTION FOR AUTHORITY TO COMPLETE SETTLEMENT PAYMENTS TO RETIREE GROUP

Upon the Motion* of the EME Reorganization Trust (the “Reorganization Trust”) for Authority to Complete Settlement Payments to Retiree Group as further described in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding in accordance with 28 U.S.C. § 157(b)(2); and venue being proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the Reorganization Trust should be authorized to make the corresponding Settlement Payment to the Responding Retiree under Schedule C of the Settlement Agreement and that the unclaimed Settlement Payments allocated to the Non-Responding Retirees under Schedule C of the Settlement Agreement should be released to the Reorganization Trust; and due and sufficient notice of the Motion having been given, and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED:

1. The Motion is granted as set forth herein.
2. The Reorganization Trust is authorized to make the corresponding Settlement Payment to the Responding Retiree under Schedule C of the Settlement Agreement.
3. The unclaimed Settlement Payments allocated to the Non-Responding Retirees under Schedule C of the Settlement Agreement are released to the Reorganization Trust.
4. Upon the payment of the corresponding Settlement Payment to the Responding Retiree pursuant to the claim amount set forth in Schedule C of the Settlement Agreement, the Reorganization Trust is deemed to have satisfied its obligations under the Settlement Agreement, including, without limitation, with respect to the Non-Responding Retirees.
5. The Reorganization Trust is authorized and empowered to take all actions necessary or appropriate to implement the relief granted in this Order.
6. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h), 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.
7. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

*Capitalized terms not otherwise defined herein shall have the meanings ascribed in the Motion.

Enter:

Dated:

United States Bankruptcy Judge

Prepared by:

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Kevin M. Eide (admitted pro hac vice)
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