

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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

NOTICE OF FILING OF REVISED CONTRACT REJECTION ORDER

PLEASE TAKE NOTICE that on December 17, 2012, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion to Reject Certain Executory Contracts Nunc Pro Tunc to the Petition Date* [Docket No. 28] (the “Motion”).² A proposed order granting the Motion (the “Proposed Order”) was attached to the Motion.

PLEASE TAKE FURTHER NOTICE that the Debtors have made certain revisions to the Proposed Order and hereby file the revised proposed order approving the Motion incorporating such revisions (the “Revised Order”). A copy of the Revised Order is attached hereto as **Exhibit 1**.

PLEASE TAKE FURTHER NOTICE that a blackline reflecting the changes made to the Proposed Order and set forth in the Revised Order is attached hereto as **Exhibit 2**.

PLEASE TAKE FURTHER NOTICE that on January 16, 2013, at 11:00 a.m. (prevailing Central Time) or as soon thereafter as counsel may be heard, we shall appear before the Honorable Jacqueline P. Cox in the Ceremonial Courtroom (Room 2525) of the United States Courthouse, 219 South Dearborn Street, Chicago, Illinois, for a hearing on the Motion and the Revised Order, at which time and place you may appear.

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

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

PLEASE TAKE FURTHER NOTICE that copies of the Revised Order may be obtained 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 procedures and fees set forth therein.

Dated: January 15, 2013

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

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*Proposed Counsel to the Debtors
and Debtors in Possession
Other than Camino Energy Company*

- and -

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

EXHIBIT 1

Revised Order

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 AUTHORIZING THE
DEBTORS TO REJECT CERTAIN EXECUTORY
CONTRACTS EFFECTIVE NUNC PRO TUNC TO THE PETITION DATE**

Upon the motion (the “Motion”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) authorizing but not directing the Debtors to reject certain executory contracts, including any amendments or modifications thereto (collectively, the “Contracts”), effective nunc pro tunc to the Petition Date, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and the Court having found that the Debtors provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Motion is granted as set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

2. The Contracts listed on Exhibit 1 attached hereto are each rejected, effective nunc pro tunc to the Petition Date.

3. Notwithstanding the relief granted in this Order or any actions taken pursuant to such relief, (a) ComEd and the Debtors reserve all rights with respect to the issue of the date of the effectiveness of the rejection of the Agency Agreement referenced in Exhibit 1, and (b) ComEd reserves all rights (and nothing in this Order shall impair in any way ComEd’s rights) to assert any and all claims arising under or related to the Agency Agreement, including with respect to the rejection thereof or for an administrative expense under section 503(b) of the Bankruptcy Code or otherwise, and the Debtors reserve all rights to object to any such claims.

4. 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.

5. The Debtors are authorized but not directed to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

6. 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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David R. Seligman, P.C.
Sarah Hiltz Seewer
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Proposed Counsel to the Debtors
and Debtors in Possession
Other than Camino Energy Company

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

EXHIBIT 1

Rejected Contracts

Counterparty	Debtor	Description of Contract(s)¹
Cargill, Inc. 15407 McGinty Rd. West Wayzata, Minnesota 55391	Midwest Generation, LLC	Barge Charter Party Agreement, dated as of April 24, 2003, as amended by that certain Fifteenth Amendment to Barge Charter Party Agreement, dated as of April 1, 2010 (replacing the First through Fourteenth Amendments to Barge Charter Party Agreement), as further partially amended by that certain Amendment to Schedule A of Barge Charter Party Agreement, dated as of July 5, 2011 (as may have been further amended, modified, or supplemented)
Commonwealth Edison Company Bank One Plaza, 37th Floor 10 South Dearborn Street Chicago, Illinois 60603	Edison Mission Energy - and - Edison Mission Midwest Holdings, Co.	Agency Agreement, dated as of December 15, 1999, as partially amended by that certain First Amendment to Agency Agreement, dated as of January 1, 2003 (as may have been amended, modified, or supplemented)
Albemarle Sorbent Technologies 1664 E. Highland Rd. Twinsburg, Ohio 44087	Midwest Generation Procurement Services, LLC	Materials Supply Agreement for Procurement of Carbon, dated as of May 28, 2008 (as may have been amended, modified, or supplemented)

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the Contract counterparty.

EXHIBIT 2

Blackline

**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)

**ORDER AUTHORIZING THE
DEBTORS TO REJECT CERTAIN EXECUTORY
CONTRACTS EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the motion (the “Motion”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) authorizing but not directing the Debtors to reject certain executory contracts, including any amendments or modifications thereto (collectively, the “Contracts”), effective *nunc pro tunc* to the Petition Date, 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

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

on the Motion under the circumstances; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

2. The Contracts listed on **Exhibit 1** attached hereto are each rejected, effective *nunc pro tunc* to the Petition Date.

3. Notwithstanding the relief granted in this Order or any actions taken pursuant to such relief, (a) ComEd and the Debtors reserve all rights with respect to the issue of the date of the effectiveness of the rejection of the Agency Agreement referenced in Exhibit 1, and (b) ComEd reserves all rights (and nothing in this Order shall impair in any way ComEd’s rights) to assert any and all claims arising under or related to the Agency Agreement, including with respect to the rejection thereof or for an administrative expense under section 503(b) of the Bankruptcy Code or otherwise, and the Debtors reserve all rights to object to any such claims.

4. ~~3.~~ 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

Energy’s corporate headquarters and the Debtors’ service address is: 3 MacArthur Place, Suite 100, Santa Ana, California 92707.

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.

5. ~~4.~~The Debtors are authorized but not directed to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

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

Dated: _____, 2013
Chicago, Illinois

Jacqueline P. Cox
United States Bankruptcy Judge

EXHIBIT 1

Rejected Contracts

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Commonwealth Edison Company Bank One Plaza, 37th Floor 10 South Dearborn Street Chicago, Illinois 60603	Edison Mission Energy - and - Edison Mission Midwest Holdings, Co.	Agency Agreement, dated as of December 15, 1999, as partially amended by that certain First Amendment to Agency Agreement, dated as of January 1, 2003 (as may have been amended, modified, or supplemented)
Albemarle Sorbent Technologies 1664 E. Highland Rd. Twinsburg, Ohio 44087	Midwest Generation Procurement Services, LLC	Materials Supply Agreement for Procurement of Carbon, dated as of May 28, 2008 (as may have been amended, modified, or supplemented)
Arch Coal Sales Company, Inc. CityPlace One Suite 300 St. Louis, Missouri 63141	Midwest Generation, LLC	Coal Supply Agreement, dated as of December 9, 2011 (as may have been amended, modified, or supplemented)
Cloud Peak Energy Resources LLC (f/k/a/ Kennecott Coal Sales Company) 383 Interlocken Crescent Suite 400 Broomfield, Colorado 80021	Midwest Generation, LLC	Master Coal Purchase and Sale Agreement, dated as of March 15, 2001, as amended by that certain First Amendment to the Master Coal Purchase and Sale Agreement, dated as of September 3, 2003, as further amended by that certain Second Amendment to the Master Coal Purchase and Sale Agreement, dated as of October 29, 2003, and that certain Third Amendment to the Master Coal Purchase and Sale Agreement, dated as of December 10, 2007, and that certain Fourth Amendment to the Master Coal Purchase and Sale Agreement, dated as of October 13, 2008, and that certain Fifth Amendment to the Master Coal Purchase and Sale Agreement, dated as of June 30, 2009 (as may have been further amended, modified, or supplemented) Confirmation Letter, dated as of November 11, 2012, as amended by that certain Amended and Restated Confirmation Letter, dated as of March 9, 2012 (as may have been further amended, modified, or supplemented)
Cloud Peak Energy Resources LLC (f/k/a/ Kennecott Coal Sales Company) 383 Interlocken Crescent	Midwest Generation, LLC	Safekeeping Agreement, dated on or around September 3, 2003 (as may have been amended, modified, or supplemented)

Counterparty	Debtor	Description of Contract(s) ¹
Suite 400 Broomfield, Colorado 80021 —and— Wilmington Trust Company 1100 N Market St Wilmington, Delaware 19890		

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the Contract counterparty.