

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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

NOTICE OF MOTION

PLEASE TAKE NOTICE that on December 17, 2012, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion to Approve Expedited Procedures to Reject or Assume Executory Contracts and Unexpired Leases* (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
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EDISON MISSION ENERGY, <i>et al.</i> , ¹)	Case No. 12-[_____] (____)
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Debtors.)	(Joint Administration Requested)
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DEBTORS’ MOTION TO APPROVE EXPEDITED PROCEDURES TO REJECT OR ASSUME EXECUTORY CONTRACTS AND UNEXPIRED LEASES

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

Relief Requested

1. By this Motion, the Debtors request entry of an order, substantially in the form attached hereto as **Exhibit A**, approving expedited procedures for rejecting or assuming unexpired leases and executory contracts, including any amendments or modifications thereto (collectively, the “Contracts”). Specifically, the Debtors propose the assumption and rejection procedures attached hereto as **Exhibit 1** to **Exhibit A** (the “Contract Procedures”).

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

² The facts and circumstances supporting this 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* (the “First Day Declaration”), filed contemporaneously herewith.

2. The Debtors also request authority but not direction to remove or abandon personal property of the Debtors, including, without limitation, equipment, fixtures, furniture, and other personal property that may be located on, or have been installed in or about, leased premises that is subject to a rejected Contract after the effective date of any proposed rejection.

Jurisdiction

3. 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).

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

5. The statutory bases for the relief requested herein are sections 105(a) and 365(a) of title 11 of the United States Code (the "Bankruptcy Code") and rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

Background

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

7. 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.

Proposed Procedures

8. As the Debtors formulate their restructuring during these chapter 11 cases, the Debtors are evaluating the necessity and cost efficiency of all of their Contracts. As part of this process, the Debtors may determine to shed unnecessary and burdensome Contracts or assume Contracts that will benefit the Debtors' restructuring efforts. The Debtors are parties to hundreds of contracts, including contracts for raw materials, transportation, maintenance, supplies, and various other aspects of their energy generating and sales businesses. The Debtors may determine to assume or reject Contracts at various stages of the cases as they deem consistent with their overall restructuring and business needs.

9. Absent the relief requested herein, filing motions for the rejection or assumption of each individual Contract will impose substantial increased costs and administrative burdens on the Debtors' estates, and will prevent the Debtors from acting quickly to reject burdensome Contracts (and avoid incurring incremental contract obligations) or assume critical Contracts. Thus, the Debtors have developed the Contract Procedures to minimize the costs and administrative burden on the Debtors' estates and to allow the Debtors to act quickly based on the exigencies of their business, while minimizing the demands on the Court.

Basis for Relief

10. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). The decision to assume or reject an executory contract or unexpired lease is a matter within the "business judgment" of the debtor. See Nat'l Labor Relations Bd. v. Bildisco and Bildisco (In re Bildisco), 682 F.2d 72, 79 (3d Cir. 1982) ("The

usual test for rejection of an executory contract is simply whether rejection would benefit the estate, the ‘business judgment’ test.” (citation omitted)); see also In re Kmart Corp., No. 02-02474, 2007 WL 4556991, at *7 (Bankr. N.D. Ill. Nov. 20, 2007); Johnson v. Fairco Corp., 61 B.R. 317, 319-20 (N.D. Ill. 1986) (“The debtor in possession’s decision to assume or reject an unexpired lease is subject to court approval after notice and hearing”). The business judgment standard mandates that a court approve a debtor’s business decision unless the decision is the product of bad faith, whim, or caprice. See Lubrizol Enters., Inc. v. Richmond Metal Finishes, 756 F.2d 1043, 1047 (4th Cir. 1985), cert. denied, 475 U.S. 1057 (1986); see also In re Bullet Jet Charter, Inc., 177 B.R. 593, 601 (Bankr. N.D. Ill. 1995) (a debtor may assume or reject an executory contract or unexpired lease if the assumption or rejection represents a reasonable exercise of business judgment); In re Del Grosso, 115 B.R. 136, 138 (Bankr. N.D. Ill. 1990) (same). Further, “[t]his provision allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed.” Stewart Title Guar. Co. v. Old Republic Nat’l Title Ins. Co., 83 F.3d 735, 741 (5th Cir. 1996) (citation omitted).³

11. The Debtors may decide from time to time during these chapter 11 cases to assume or reject Contracts, after thorough consideration and in their best judgment. The Contract Procedures will provide the Debtors with flexibility to reject burdensome Contracts (and avoid incurring incremental contract obligations) and assume critical Contracts without a hearing, which will save the Debtors substantial legal expense and minimize the demands on the Court. To the extent parties in interest believe that assumption or rejection of a Contract is a

³ The Court may also authorize but not direct the Contract Procedures under section 105(a) of the Bankruptcy Code. Section 105(a) codifies a bankruptcy court’s inherent equitable powers, and allows the Court to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). Accordingly, a bankruptcy court’s exercise of its authority under sections 105(a) of the Bankruptcy Code is appropriately used to carry out one of the central policies underlying chapter 11—i.e., to preserve value and maximize property available to satisfy the Debtor’s stakeholders.

proper exercise of the Debtors' business judgment, the Contract Procedures afford such parties in interest an opportunity to appear and be heard.

12. It is appropriate to limit hearings with respect to assumption and rejection of the Debtors' Contracts to situations where a party in interest has objected to the proposed assumption or rejection. "A proceeding to assume, reject, or assign an executory contract or unexpired lease . . . is governed by Rule 9014." FED. R. BANKR. P. 6006(a). Bankruptcy Rule 9014 provides that: "In a contested matter . . . , not otherwise governed by these rules, relief shall be requested by motion, and reasonable notice and opportunity for hearing shall be afforded the party against whom relief is sought." FED. R. BANKR. P. 9014(a). The notice and hearing requirements for contested matters under Bankruptcy Rule 9014 are satisfied if appropriate notice and an opportunity for hearing are given *in light of the particular circumstances*. See 11 U.S.C. § 102(1)(A) (defining "after notice and a hearing" or a similar phrase to mean such notice and an opportunity for hearing "as [are] appropriate in the particular circumstances").

13. Under the circumstances, the usual process of obtaining Court approval of each assumption or rejection would impose unnecessary administrative burdens on the Debtors and the Court, especially where, as here, the Debtors are providing all of the information necessary to evaluate the Debtors' proposed assumption or rejection. Therefore, the Debtors propose to streamline the process and shorten the applicable notice periods as set forth in the Contract Procedures, consistent with applicable law.

14. Finally, the Contract Procedures comply with the Bankruptcy Rules' requirements for motions to assume or reject executory contracts. Under Bankruptcy Rule 6006(e), a debtor may join requests for authority to assume or reject multiple executory contracts or unexpired leases in one motion, subject to Bankruptcy Rule 6006(f). See FED. R. BANKR. P. 6006(e).

Bankruptcy Rule 6006(f) sets forth six requirements that motions to assume or reject multiple contracts must meet. These requirements are procedural in nature. A motion to assume or reject multiple executory contracts or unexpired leases that are not between the same parties shall:

- a. state in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in this Motion;
- b. list parties alphabetically and identify the corresponding contract or lease;
- c. specify the terms, including the curing of defaults, for each requested assumption or assignment;
- d. specify the terms, including the identity of each assignee and the adequate assurance of future performance by each assignee, for each requested assignment;
- e. be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases; and
- f. be limited to no more than 100 executory contracts or unexpired leases.

FED. R. BANKR. P. 6006(f).

15. The Contract Procedures satisfy Bankruptcy Rule 6006(f). The clear purpose of amended Bankruptcy Rule 6006(f) is to protect the due process rights of counterparties to Contracts. Counterparties must be able to locate their Contracts and readily determine whether their Contracts are being assumed or rejected. The Contract Procedures comply with all applicable procedural requirements of Bankruptcy Rule 6006(f) and will provide counterparties with all the protections contemplated by the Bankruptcy Rules.

16. In sum, the Contract Procedures that the Debtors seek to implement will streamline the process of rejection and assumption of the Contracts, minimize costs to the Debtors' estates, and reduce the burden on the Court's docket while protecting creditors with an

interest in the Contracts by providing such creditors with notice, as well as the opportunity to object and be heard. Moreover, the Debtors have determined that the Contract Procedures are an appropriate means to protect and maximize the value of the Debtors' estates. Accordingly, the Debtors believe approval of the Contract Procedures is in the best interests of their estates.

17. Courts in this District have approved procedures similar to the Contract Procedures in these chapter 11 cases. See, e.g., In re Kimball Hill, Inc., No. 08-10095 (SPS) (Bankr. N.D. Ill. Oct. 14, 2008; June 18, 2008) (authorizing assumption and rejection procedures of executory contracts and unexpired leases); In re XMH Corp. 1 (f/k/a Hartmarx Corp.), No. 09-02046 (BWB) (Bankr. N.D. Ill. Aug. 20, 2009) (authorizing rejection of certain unexpired leases and approving rejection procedures for other unexpired leases); In re Neumann Homes, Inc., No. 07-20412 (ERW) (Bankr. N.D. Ill. Jan. 16, 2008) (authorizing rejection of executory contracts and establishing procedures for rejection of another executory contract); In re Conseco, Inc., No. 02-49672 (CAD) (Bankr. N.D. Ill. Mar. 20, 2003) (authorizing rejection procedures of executory contracts and unexpired leases); In re UAL Corp., No. 02-48191 (ERW) (Bankr. N.D. Ill. Mar. 24, 2003) (same); In re Kmart Corp., No. 02-02474 (SPS) (Bankr. N.D. Ill. Jan. 25, 2002) (authorizing rejection of certain unexpired leases and approving rejection procedures for other unexpired leases).⁴

Notice

18. 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'

⁴ Because of the voluminous nature of the orders cited herein, such orders have not been attached to the Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

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; and (m) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business. In light of the nature of the relief requested herein, the Debtors respectfully submit that no further notice is necessary.

No Prior Request

19. 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

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

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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 APPROVING EXPEDITED PROCEDURES TO
REJECT OR ASSUME EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Upon the motion (the “Motion”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) approving expedited procedures for the Debtors to reject or assume their unexpired leases and executory contracts, including any amendments or modifications thereto (collectively, the “Contracts”), 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 Compensation Procedures attached hereto as Exhibit 1 and incorporated by reference herein are hereby approved.
3. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, the Debtors shall reserve the right to move to reject or assume any Contract by filing a motion with the Court in accordance with the governing provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of the United States Bankruptcy Court for the Northern District of Illinois, and the notice, case management, and administrative procedures for these chapter 11 cases.
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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and Debtors in Possession

EXHIBIT 1

Proposed Contract Procedures

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

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

CONTRACT ASSUMPTION AND REJECTION PROCEDURES

Pursuant to the *Order Approving Expedited Procedures to Reject or Assume Executory Contracts and Unexpired Leases* (the “Order”),² the expedited procedures provided herein (the “Contract Procedures”) with respect to the rejection and assumption of unexpired leases and executory contracts, including any amendments or modifications thereto (collectively, the “Contracts”) shall apply in these chapter 11 cases:

I. Rejection Procedures

- a. ***Rejection Notice.*** The Debtors shall file a notice in the form of **Exhibit 2** to the Order (the “Rejection Notice”) to reject a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which Rejection Notice shall set forth, among other things: (i) the Contract(s) to be rejected; (ii) the names and addresses of the counterparties to such Contract(s); (iii) the effective date of the rejection for each such Contract(s) (the “Rejection Date”), which date may not be before the date of receipt of the Rejection Notice; and (iv) the deadlines and procedures for filing objections to the Rejection Notice (as set forth below). The Rejection

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

Notice may list multiple Contracts; provided that the number of counterparties to Contracts listed on the Rejection Notice shall be limited to no more than 100.

- b. ***Service of Rejection Notice.*** The Debtors shall serve the Rejection Notice: (i) by overnight delivery service upon the Contract counterparties or landlords affected by the Rejection Notice; and (ii) by email (or if email is not available, by first class mail) upon (a) the Office of the United States Trustee for the Northern District of Illinois (the “U.S. Trustee”), 219 S. Dearborn Street, Suite 873, Chicago, Illinois 60604, Attn: [TO COME] [email address is: [TO COME]@usdoj.gov]; (b) counsel to any official statutory committee of unsecured creditors appointed in these chapter 11 cases (the “Committee”), and until such appointment, the entities listed on the Consolidated List of Creditors Holding the 30 Largest Unsecured Claims filed pursuant to Rule 1007(d) of the Bankruptcy Rules; (c) counsel to 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) counsel to the indenture trustee of the lessor notes related to the Debtors’ Powerton and Joliet leases 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 generating station in Pekin, Illinois, and units 7 and 8 of the Debtors’ Joliet, Illinois generating station; and (g) those parties requesting notice pursuant to Bankruptcy Rule 2002.
- c. ***Objection Procedures.*** Parties objecting to a proposed rejection must file and serve a written objection so that such objection is filed with the Court and is actually received by the following parties (collectively, the “Objection Service Parties”) no later than 14 calendar days after the date the Debtors serve the relevant Rejection Notice: (a) counsel to the Debtors, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Sarah Hiltz Seewer and Brad Weiland; (b) the U.S. Trustee, 219 S. Dearborn Street, Suite 873, Chicago, Illinois 60604, Attn: [TO COME] [email address is: [TO COME]@usdoj.gov]; (c) counsel to the Committee, if any; and (d) counsel to the ad hoc committee of certain holders of the Debtors’ senior unsecured notes.
- d. ***No Objection.*** If an objection to the rejection of any Contract(s) is not timely filed, such Contract(s) shall be rejected as of the Rejection Date set forth in the Rejection Notice or such other date to which the Debtors and the counterparty or counterparties to such Contract(s) agree.
- e. ***Unresolved Objections.*** If an objection to the rejection of any Contract(s) is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract(s) to which such objection relates. If such objection is overruled or withdrawn, such Contract(s) shall be rejected as of the Rejection Date set forth in the

Rejection Notice or such other date to which the Debtors and the counterparty to such Contract(s) agree.

- f. ***No Application of Security Deposits.*** If the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, such Contract counterparty shall not apply such monies as an offset to any claim for rejection or other damages or otherwise without further order of the Court, unless the Debtors and the Contract counterparty otherwise agree.
- g. ***Abandonment of Personal Property.*** The Debtors are authorized but not directed, at any time on or after the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that is subject to a rejected Contract. The Debtors shall generally describe the abandoned personal property in the Rejection Notice, and the property shall be deemed abandoned as of the Rejection Date set forth in the Rejection Notice.
- h. ***Rejection Damages.*** A counterparty to a Contract that is rejected pursuant to the Rejection Procedures shall file a proof of claim relating to the rejection of such Contract by the later of (a) the claims bar date established in these chapter 11 cases, if any, and (b) 30 days after the Rejection Date; failure to do so shall result in the claim being barred.

II. Assumption Procedures

- a. ***Assumption Notice.*** The Debtors shall file a notice in the form of Exhibit 3 to the Order (the "Assumption Notice") to assume a Contract or Contracts pursuant to section 365 of the Bankruptcy Code, which Assumption Notice shall set forth, among other things: (i) the Contract(s) to be assumed; (ii) the names and addresses of the counterparties to such Contract(s); (iii) the effective date of the assumption for each such Contract(s) (the "Assumption Date"), which date may not be before the date of receipt of the Assumption Notice; (iv) the proposed cured amount, if any; and (v) the deadlines and procedures for filing objections to the Assumption Notice (as set forth below). The Assumption Notice may list multiple Contracts; provided that the number of counterparties to Contracts listed on the Assumption Notice shall be limited to no more than 100.
- b. ***Service of Assumption Notice.*** The Debtors shall serve the Assumption Notice: (i) by an overnight delivery service upon the Contract counterparties or landlords affected by the Assumption Notice; and (ii) by email upon (a) the U.S. Trustee, 219 S. Dearborn Street, Suite 873, Chicago, Illinois 60604, Attn: [____] [email address is: [____]@usdoj.gov]; (b) counsel to the Committee, if any; (c) counsel to 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) counsel to the indenture trustee of the lessor notes related to the Debtors' Powerton and Joliet leases 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 generating station in Pekin, Illinois, and units 7 and 8 of the Debtors' Joliet, Illinois generating station; and (g) those parties requesting notice pursuant to Bankruptcy Rule 2002.

- c. **Objection Procedures.** Parties objecting to a proposed assumption must file and serve a written objection so that such objection is filed with the Court and is actually received by the Objection Service Parties no later than 14 calendar days after the date the Debtors serve the relevant Assumption Notice; provided that, for any Contract with a proposed cure amount greater than or equal to \$1 million, the Debtors shall provide a 21-day objection period.
- d. **No Objection.** If an objection to the assumption of any Contract(s) is not timely filed, such Contract(s) shall be assumed as of the Assumption Date set forth in the Assumption Notice or such other date to which the Debtors and the counterparty or counterparties to such Contract(s) agree.
- e. **Unresolved Objections.** If an objection to the assumption of any Contract(s) is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract(s) to which such objection relates. If such objection is overruled or withdrawn, such Contract(s) shall be assumed as of the Assumption Date set forth in the Assumption Notice or such other date to which the Debtors and the counterparty to such Contract(s) agree.

EXHIBIT 2

Rejection Notice

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

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

**NOTICE OF REJECTION OF CERTAIN
[EXECUTORY CONTRACTS] AND [UNEXPIRED LEASES]**

PLEASE TAKE NOTICE that, on December 17, 2012, the above-captioned debtors (collectively, the “Debtors”) filed the *Debtors’ Motion to Approve Expedited Procedures to Reject or Assume Executory Contracts and Unexpired Leases* [Docket No. ___] (the “Motion”) in the United States Bankruptcy Court for the Northern District of Illinois (the “Court”), seeking entry of an order approving expedited procedures to reject or assume unexpired leases and executory contracts, including any amendments or modifications thereto (collectively, the “Contracts”).

PLEASE TAKE FURTHER NOTICE that, on [_____] , 2012, the Court entered an Order [Docket No. ___] (the “Order,” a copy of which is attached hereto as **Exhibit A**) approving procedures for the rejection of executory contracts and unexpired leases (the “Rejection Procedures”). Pursuant to the Rejection Procedures and by this written notice

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.

(this “Rejection Notice”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that the Contracts set forth on **Exhibit B** attached hereto are hereby rejected effective as of the dates set forth in **Exhibit B** or such other dates to which the Debtors and the counterparties to such Contracts agree.

PLEASE TAKE FURTHER NOTICE THAT counterparties seeking to object to the proposed rejection of any of the Contracts must file and serve a written objection so that such objection is *actually received* by the following parties no later than 14 calendar days after the date the Debtors served this Rejection Notice: (a) counsel to the Debtors, Kirkland & Ellis LLP, North LaSalle, Chicago, Illinois 60654, Attn: Sarah Hiltz Seewer and Brad Weiland; (b) the Office of the U.S. Trustee, 219 S. Dearborn Street, Suite 873, Chicago, Illinois 60604, Attn: [TO COME] [email address is: [TO COME]@usdoj.gov]; (c) counsel to the Committee, if any; and (d) counsel to the ad hoc committee of certain holders of the Debtors’ senior unsecured notes. Only those responses that are timely filed, served, and received will be considered at the hearing.

PLEASE TAKE FURTHER NOTICE that, absent an objection being filed within no later than 14 calendar days after the date the Debtors serve this Rejection Notice, the rejection of the Contracts shall become effective on the dates set forth in **Exhibit B** (the “Rejection Date”) or such other dates to which the Debtors and the counterparties to such Contracts agree.²

PLEASE TAKE FURTHER NOTICE that, if an objection to the rejection of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract to which such objection relates. If such

² An objection to the rejection of any particular Contract listed in this Rejection Notice shall not constitute an objection to the rejection of any other contract or lease listed in this Rejection Notice. Any objection to the rejection of any particular Contract listed in this Rejection must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

objection is overruled or withdrawn, such Contract shall be rejected as of the Rejection Date set forth in **Exhibit B** or such other date to which the Debtors and the counterparty to such Contract agree.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Order, if the Debtors have deposited monies with a Contract counterparty as a security deposit or other arrangement, such Contract counterparty shall not apply such monies as an offset to any claim for rejection or other damages or otherwise without further order of the Court, unless the Debtors and the Contract counterparty otherwise agree.

PLEASE TAKE FURTHER NOTICE that, any personal property of the Debtors that is listed and described in **Exhibit B** is hereby deemed abandoned.

PLEASE TAKE FURTHER NOTICE that, to the extent you wish to assert a claim(s) with respect to rejection of your Contract(s), you must do so by the later of (a) the claims bar date established in these chapter 11 cases, if any, and (b) 30 days after the Rejection Date. **FAILURE TO ASSERT SUCH CLAIMS ON TIME WILL RESULT IN SUCH CLAIMS BEING FOREVER BARRED.**

[Remainder of page intentionally left blank.]

Dated: _____, 2013

/s/

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David R. Seligman, P.C.
Sarah Hiltz Seewer
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*Proposed Counsel to the Debtors
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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 A

Order

EXHIBIT B

Rejected Contracts or Leases

Counterparty	Debtor Counterparty	Description of Contract or Lease¹	Abandoned Personal Property	Rejection Date

¹ The inclusion of a contract or lease 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 3

Assumption Notice

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

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

**NOTICE OF ASSUMPTION OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE that, on December 17, 2012, the above-captioned debtors (collectively, the “Debtors”) filed the *Debtors’ Motion to Approve Expedited Procedures to Reject or Assume Executory Contracts and Unexpired Leases* [Docket No. ___] (the “Motion”) in the United States Bankruptcy Court for the Northern District of Illinois (the “Court”), seeking entry of an order approving expedited procedures to reject or assume unexpired leases and executory contracts, including any amendments or modifications thereto (collectively, the “Contracts”).

PLEASE TAKE FURTHER NOTICE that, on [_____] , 2012, the Court entered an Order [Docket No. ___] (the “Order,” a copy of which is attached hereto as **Exhibit A**) approving procedures for the assumption of executory contracts and unexpired leases (the “Assumption Procedures”). Pursuant to the Assumption Procedures and by this written notice

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.

(this “Assumption Notice”), the Debtors hereby notify you that the Contracts set forth in **Exhibit B** attached hereto are hereby assumed effective as of the dates set forth in, and subject to the Debtors’ paying the proposed cure amounts set forth on, **Exhibit B** or such other dates to which the Debtors and the counterparties to such Contracts agree.

PLEASE TAKE FURTHER NOTICE that, any counterparties seeking to object to the proposed assumption, including the proposed cure amount, must file and serve a written objection so that such objection is *actually received* by the following parties no later than 14 calendar days after the date the Debtors served this Assumption Notice: (a) counsel to the Debtors, Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Sarah H. Seewer and Brad Weiland; (b) the Office of the U.S. Trustee, 219 S. Dearborn Street, Suite 873, Chicago, Illinois 60604, Attn: [_____] [email address is: [_____]@usdoj.gov]; (c) counsel to the Committee, if any; and (d) counsel to the ad hoc committee of certain holders of the Debtors’ senior unsecured notes. Only those responses that are timely filed, served, and received will be considered at the hearing.

PLEASE TAKE FURTHER NOTICE that, absent an objection being filed within no later than 14 calendar days after the date the Debtors serve this Assumption Notice, or no later than 21 calendar days for those Contracts with a proposed cure amount greater than or equal to \$1 million, the assumption of the Contracts shall become effective on the dates set forth in **Exhibit B** (the “Assumption Date”) or such other dates to which the Debtors and the counterparties to such Contracts agree.²

² An objection to the assumption of any particular Contract or Lease listed in this Assumption Notice shall not constitute an objection to the assumption of any other contract or lease listed in this Assumption Notice. Any objection to the assumption of any particular Contract or Lease listed in this Assumption Notice must state with specificity the Contract or Lease to which it is directed. For each particular Contract or Lease whose assumption is not timely or properly objected to, such assumption will be effective in accordance with this Assumption Notice and the Order.

PLEASE TAKE FURTHER NOTICE that, if an objection to the assumption of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract to which such objection relates. If such objection is overruled or withdrawn, such Contract shall be assumed as of the Assumption Date set forth in **Exhibit B** or such other date to which the Debtors and the counterparty to such Contract agree.

Dated: _____, 2013

/s/

James H.M. Sprayregen, P.C.
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*

- and -

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Joshua Gadharf
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Chicago, Illinois 60654
Telephone: (312) 280-0111
Facsimile: (312) 280-8232

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

EXHIBIT A

Order

EXHIBIT B

Assumed Contracts or Leases

Counterparty	Debtor Counterparty	Description of Contract or Lease¹	Cure Amount	Assumption Date

¹ The inclusion of a contract or lease 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.

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

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

CERTIFICATE OF SERVICE

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

Dated: December 17, 2012

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

David R. Seligman, P.C.

KIRKLAND & ELLIS LLP

300 North LaSalle

Chicago, Illinois 60654

Telephone: (312) 862-2000

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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.

PARTIES SERVED VIA OVERNIGHT DELIVERY

ABB, INC.
ATTN JOHN JOHNSON
29801 EUCLID AVENUE
WICKLIFFE OH 44092

ALTORFER INC.
ATTN TIM KIRCHNER
1 CAPITAL DRIVE
EAST PEORIA IL 61611

ARCH COAL SALES COMPANY, INC.
ATTN ROWDY SMITH
PO BOX 96828
CHICAGO IL 60603

ARKANSAS DEPT ENVIRONMENTAL QUALITY
ATTN DIRECTOR OF CHIEF OF LEGAL DIVISION
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NORTH LITTLE ROCK AR 72118

BEEEMSTERBOER, INC.
ATTN SIMON BEEEMSTERBOER
22013 S. SCHOOLHOUSE RD
NEW LENOX IL 60451

BP CANADA ENERGY
ATTN SANDRA ONSTOTT
3464 SOLUTIONS CENTER
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CADWALADER, WICKERSHAM & TAFT LLP
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ONE WORLD FINANCIAL CENTER
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MS-29
SACRAMENTO CA 95814-5512

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CLENNON ELECTRIC
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KENTUCKY DEPT FOR NATURAL RESOURCES
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MITSUBISHI POWER SYSTEMS, INC
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ATTN ROBERT HINES, JR., CORPORATE TRUST ADMIN
RODNEY SQUARE NORTH
1100 NORTH MARKET STREET
WILMINGTON DE 19890

NESBITT ASSET RECOVERY SERIES J-1
C/O U.S. BANK NATIONAL ASSOCIATION, AS OWNER TRUST
ATTN: MILDRED SMITH, U.S. BANK CORPORATE TRUST
300 DELAWARE AVENUE, 9TH FLOOR
MAIL CODE: EX-DE-WDAW
WILMINGTON DE 19801

NESBITT ASSET RECOVERY SERIES J-1
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NESBITT ASSET RECOVERY SERIES P-1
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PSEG RESOURCE
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ROWELL CHEMICAL CORP
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15 SALT CREEK LANE SUITE 205
HINSDALE IL 60521

SAFWAY SERVICES, LLC
ATTN SCOTT METZ, ACCT MGR
OS 490 ROUTE 83
OAKBROOK TERRACE IL 60181

SOUTHERN ENVIRONMENTAL
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STOCK EQUIPMENT
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SOLVERA PARTICULATE CONTROLS INC
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CHAGRIN FALLS OH 44023-4398

THE BANK OF NEW YORK
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THE CALIFORNIA FRANCHISE TAX BOARD
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SACRAMENTO CA 95812-2952

U.S. BANK, N.A.
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122 W 25TH ST
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YARA NORTH AMERICA, INC
ATTN DAN HEFFERNAN
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PARTIES SERVED VIA OVERNIGHT DELIVERY

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ATTN JOHN JOHNSON
29801 EUCLID AVENUE
WICKLIFFE OH 44092

ALTORFER INC.
ATTN TIM KIRCHNER
1 CAPITAL DRIVE
EAST PEORIA IL 61611

ARCH COAL SALES COMPANY, INC.
ATTN ROWDY SMITH
PO BOX 96828
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ARKANSAS DEPT ENVIRONMENTAL QUALITY
ATTN DIRECTOR OF CHIEF OF LEGAL DIVISION
5301 NORTHSORE DR
NORTH LITTLE ROCK AR 72118

BEEEMSTERBOER, INC.
ATTN SIMON BEEEMSTERBOER
22013 S. SCHOOLHOUSE RD
NEW LENOX IL 60451

BP CANADA ENERGY
ATTN SANDRA ONSTOTT
3464 SOLUTIONS CENTER
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CADWALADER, WICKERSHAM & TAFT LLP
ATTN GEORGE A. DAVIS
ONE WORLD FINANCIAL CENTER
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CLENNON ELECTRIC
ATTN LARRY CLENNON OWNER
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