

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 Reject Certain Executory Contracts Nunc Pro Tunc to the Petition Date* (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

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

James H.M. Sprayregen, P.C.
David R. Seligman, P.C.
Sarah Hiltz Seewer
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

- and -

Joshua A. Sussberg
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022-4611
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

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

- and -

David A. Agay
Joshua Gadharf
MCDONALD HOPKINS LLC
300 North LaSalle
Suite 2100
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*

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-[_____] (____)
)	
Debtors.)	(Joint Administration Requested)
)	

**DEBTORS’ MOTION TO REJECT CERTAIN
EXECUTORY CONTRACTS NUNC PRO TUNC TO THE PETITION DATE**

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**, 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 (as defined herein).

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.

Jurisdiction

2. 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).

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

4. 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

5. 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.

6. 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.

The Contracts

7. In the face of their current financial circumstances, the Debtors are evaluating the necessity and cost efficiency of all of their executory contracts and unexpired leases.³ As part of this process, the Debtors determined that certain Contracts and related agreements, which are listed on Exhibit 1 to Exhibit A, are unnecessary and burdensome to the Debtors' estates and should be rejected immediately:

- a. ***Barge Leases.*** Debtor MWG entered a barge lease agreement with Alter Barge Line, Inc. ("Alter") on April 24, 2003 (the "Barge Charter Party Agreement"), which was subsequently acquired by affiliates of Cargill, Inc. (collectively, "Cargill"). Upon acquisition, Cargill succeeded to the rights of Alter under the Barge Charter Party Agreement. The Debtors have determined that the Barge Charter Party Agreement is no longer necessary given that the Debtors no longer require the use of barges or similar forms of transportation to transport coal or other raw materials to their remaining facilities.
- b. ***Railcar Contract and Leases.*** In March 1999, Debtor Edison Mission Energy ("EME") and its subsidiaries purchased and acquired from Commonwealth Edison Company ("ComEd") fossil-fired generating facilities. In connection with the sale, EME, Debtor Edison Mission Midwest Holdings Co. ("MH"), and ComEd entered an agency agreement (the "Agency Agreement"), which obligates ComEd to secure for and provide to MH certain benefits under an unassigned railcar lease agreement between ComEd and the Bank of New York Trust Company, N.A. (owner trustee to General Electric Capital Corporation ("GECC")), dated July 15, 1993 (the "ComEd Lease"), in order that MH may use "coalporter" railcars to transport raw materials to its facilities. The Debtors have determined that it is no longer necessary to maintain the Agency Agreement given that they no longer require the use of the railcars owned by GECC to transport raw materials to their operating facilities.
- c. ***Coal Supply Agreements.*** Debtor MWG is party to coal supply agreements with Arch Coal Sales Company, Inc. and Cloud Peak Energy Resources LLC (collectively, the "Coal Supply Agreements"). The Debtors have determined that the Coal Supply Agreements provide unfavorable pricing and are not needed to support MWG's operations.

³ In addition, contemporaneously herewith, the Debtors have filed the *Debtors' Motion to Approve Expedited Procedures to Reject or Assume Executory Contracts and Unexpired Leases*, pursuant to which the Debtors request approval of procedures that will permit the Debtors to reject or assume additional contracts or leases during the pendency of these chapter 11 cases.

- d. ***Materials Supply Agreement.*** Debtor Midwest Generation Procurement Services, LLC (“MWGP”) is party to a supply agreement with Albemarle Sorbent Technologies for other raw materials, including carbon (the “Materials Supply Agreement”). The Debtors have determined that the Materials Supply Agreement provides for minimum shipping volumes that are greater than the Debtors require. The Materials Supply Agreement is not required to support operations and could impose significant buyout or other obligations on MWGP were it to continue to maintain the contract.

Basis for Relief

I. Rejection of the Contracts is Justified by the Debtors’ Sounds Business Judgment.

8. Section 365(a) of the Bankruptcy Code allows the debtor to assume or reject any executory contract or unexpired lease. 11 U.S.C. § 365(a); see In re StarNet Inc., 355 F.3d 634, 635 (7th Cir. 2004) (“Bankruptcy law allows debtors to reject the executory portions of their contracts.”); Sharon Steel Corp. v. Nat’l Fuel Gas Dist. Corp., 872 F.2d 36, 40 (3d Cir. 1989) (“The language of [section 365] is clear: the trustee may assume or reject any executory contract of the debtor.”); see also 11 U.S.C. § 1107(a).

9. A debtor may assume or reject an executory contract or unexpired lease if the assumption or rejection represents a reasonable exercise of business judgment. See In re Orion Pictures Corp., 4 F.3d 1095, 1099 (2d Cir. 1993); In re Bullet Jet Charter, Inc., 177 B.R. 593, 601 (Bankr. N.D. Ill. 1995); In re Del Grosso, 115 B.R. 136, 138 (Bankr. N.D. Ill. 1990); Johnson v. Fairco Corp., 61 B.R. 317, 319-20 (N.D. Ill. 1986). Under the business judgment test, the debtor need demonstrate only that the assumption or rejection of the executory contract or unexpired lease will benefit the estate. See In re G Survivor Corp., 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994) (“Generally, absent a showing of bad faith, or an abuse of discretion, the debtor’s business judgment will not be altered.”) (citing, inter alia, In re Bildisco, 682 F.2d 72, 79 (3d Cir. 1982), aff’d sub nom. N.L.R.B. v. Bildisco & Bildisco, 465 U.S. 513 (1984)); In re Mkt. Square Inn, Inc., 978 F.2d 116, 118 n.3 (3d Cir. 1992) (“A consideration in determining to

assume or reject such a contract or lease would be whether or not assumption or rejection would be beneficial to an effective reorganization.”).

10. In this case, the Debtors, in their sound business judgment, have determined that the Contracts are no longer a source of potential value for the Debtors’ future operations, creditors, or other parties in interest. Absent rejection, the Contracts impose ongoing obligations on the Debtors and their estates that constitute an unnecessary drain on the Debtors’ resources compared to the benefits associated with the Contracts. Further, the Debtors have determined that certain of the Contracts do not have any realizable value in the marketplace and/or are above market in terms of pricing. Accordingly, to avoid incurring unnecessary administrative expense claims with respect to the Contracts, the Debtors seek to reject the Contracts effective *nunc pro tunc* to the Petition Date. The Debtors, specifically MWG and MWGP as parties to the Contracts, respectfully represent that rejecting the Contracts is appropriate under the circumstances and reflects the Debtors’ sound business judgment.

11. Courts in this District and in others routinely authorize relief similar to the relief requested herein. See, e.g., In re Hostess Brands, Inc., No. 12-22052 (RDD) (Bankr. S.D.N.Y. Feb. 22, 2012) (authorizing rejection of certain executory contracts and unexpired leases); In re Gas City, Ltd., No. 10-47879 (ERW) (Bankr. N.D. Ill. May 3, 2011) (same); In re Kirk Corp., No. 09-17236 (CAD) (Bankr. N.D. Ill. July 22, 2009) (same); In re XMH Corp. (f/k/a Hartmarx Corp.), No. 09-02046 (BWB) (Bankr. N.D. Ill. July 16, 2009) (authorizing rejection of certain unexpired leases); In re Neumann Homes, Inc., No. 07-20412 (ERW) (Bankr. N.D. Ill. Feb. 20, 2008) (authorizing rejection of certain executory contracts and unexpired leases); In re Select Snacks, Inc., No. 07-18769 (PSH) (Bankr. N.D. Ill. Dec. 4, 2007) (same).⁴

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.

II. The Court Should Authorize but not Direct the Rejection of the Contracts Effective *Nunc Pro Tunc* to the Petition Date.

12. The Debtors respectfully request that the Petition Date be deemed the effective date of rejection for the Contracts. Bankruptcy courts are empowered to authorize retroactive rejection of an executory contract or unexpired lease under section 365(a) of the Bankruptcy Code when the balance of the equities favors retroactive rejection. See, e.g., *Thinking Machs. Corp. v. Mellon Fin. Servs. Corp. (In re Thinking Machs. Corp.)*, 67 F.3d 1021, 1028–29 (1st Cir. 1995) (holding that when principles of equity dictate, bankruptcy court may approve rejection of lease retroactive to motion filing date); *BP Energy Co. v. Bethlehem Steel Corp.*, No. 02-6419, 2002 WL 31548723, at *3 (S.D.N.Y. Nov. 15, 2002) (concluding that a bankruptcy court may assign a retroactive rejection date when “the principles of equity so dictate”); *In re Jamesway Corp.*, 179 B.R. 33, 36–37 (S.D.N.Y. 1995) (stating that section 365 does not include “restrictions as to the manner in which the court can approve rejection”).

13. The balance of equities favors the relief requested herein. Without a retroactive date of rejection, the Debtors will be forced to incur unnecessary administrative expenses for the Contracts—agreements that provide no equivalent benefit to the Debtors’ estates. See 11 U.S.C. § 365(d)(3). Moreover, the non-debtor parties under the Contracts (collectively, the “Contract Parties”) will not be unduly prejudiced if the rejection is deemed effective as of the Petition Date. Contemporaneously with the filing of this Motion, which has been filed on the Petition Date, the Debtors will cause notice of this Motion to be served on the Contract Parties, thereby allowing each Contract Party sufficient opportunity to respond accordingly. Thus, the Debtors have sought the relief requested at the earliest possible moment in these chapter 11 cases and do not seek to reject the Contracts effective *nunc pro tunc* to the Petition Date due to any delay on their own part. Rather, the Debtors seek retroactive rejection because they recognize that a

contract rejection motion is not the type of motion for which “first day relief” is necessary or always appropriate.

14. Courts in the Seventh Circuit and in other districts have authorized similar relief on a retroactive basis. See, e.g., In re NR Liquidation III Co. (f/k/a Neff Corp.), No. 10-12610 (SCC) (Bankr. S.D.N.Y. June 8, 2010) (authorizing rejection of contracts retroactive to petition date); In re Critical Access Health Servs. Corp., No. 92085 (BHL) (S.D. Ind. Oct. 21, 2009) (authorizing rejection of a contract retroactive to petition date); In re Grede Foundries, Inc., No. 09-14337 (RDM) (Bankr. W.D. Wis. Aug. 10, 2009) (authorizing rejection of lease retroactive to petition date); In re Old Carco LLC (f/k/a Chrysler LLC), No. 09-50002 (AJG) (Bankr. S.D.N.Y. May 20, 2009) (same); In re DJK Residential LLC, No. 08-10375 (JMP) (Bankr. S.D.N.Y. Feb. 26, 2008) (same); and In re Southwest Women Working Together, No. 07-11659 (PSH) (Bankr. N.D. Ill. Aug. 23, 2007) (same).⁵

15. Accordingly, the Debtors respectfully submit that it is fair and equitable for the Court to authorize but not direct rejection of the Contracts effective *nunc pro tunc* to the Petition Date.

Notice

16. The Debtors have provided notice of this Motion to: (a) the Office of the U.S. Trustee for the Northern District of Illinois; (b) the entities listed on the Consolidated List of Creditors Holding the 30 Largest Unsecured Claims; (c) the indenture trustee for the Debtors’ senior unsecured notes; (d) counsel to the ad hoc committee of certain holders of the Debtors’ senior unsecured notes; (e) the indenture trustee for the lessor notes related to the Debtors’ Powerton generating station in Pekin, Illinois, and units 7 and 8 of the Debtors’ Joliet, Illinois,

⁵ 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.

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

17. 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.

James H.M. Sprayregen, P.C.
David R. Seligman, P.C.
Sarah Hiltz Seewer
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

- and -

Joshua A. Sussberg
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022-4611
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

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

- and -

David A. Agay
Joshua Gadharf
MCDONALD HOPKINS LLC
300 North LaSalle
Suite 2100
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

Proposed Order

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

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

**ORDER AUTHORIZING 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 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.

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.

5. 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:

James H.M. Sprayregen, P.C.
David R. Seligman, P.C.
Sarah Hiltz Seewer
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200

- and -

Joshua A. Sussberg
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, New York 10022-4611
Telephone: (212) 446-4800
Facsimile: (212) 446-4900

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

- and -

David A. Agay
Joshua Gadharf
MCDONALD HOPKINS LLC
300 North LaSalle
Suite 2100
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 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)
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 Suite 400 Broomfield, Colorado 80021 - and - Wilmington Trust Company 1100 N Market St Wilmington, Delaware 19890	Midwest Generation, LLC	Safekeeping Agreement, dated on or around September 3, 2003 (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.

**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

Facsimile: (312) 862-2200

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 DELIVER

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

ALBEMARLE SORBENT TECHNOLOGIES
1664 E. HIGHLAND RD.
TWINSBURG OH 44087

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

ARCH COAL SALES COMPANY, INC.
CITYPLACE ONE
SUITE 300
ST. LOUIS MO 63141

ARKANSAS DEPT ENVIRONMENTAL QUALITY
ATTN DIRECTOR OF CHIEF OF LEGAL DIVISION
5301 NORTHSHORE 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
CHICAGO IL 60677

CADWALADER, WICKERSHAM & TAFT LLP
ATTN GEORGE A. DAVIS
ONE WORLD FINANCIAL CENTER
NEW YORK NY 10281

CALIFORNIA ENERGY COMMISSION
ATTN ROBERT OGLESBY, EXECUTIVE DIRECTOR
1516 NINTH ST
MS-29
SACRAMENTO CA 95814-5512

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
ATTN SECRETARYFOR ENVIRONMENTAL PROTECTION
OR GENERAL COUNSEL
1416 9TH ST
SACRAMENTO CA 95814

CALIFORNIA PUBLIC UTILITY COMMISSION
ATTN MICHAEL PEEVEY, COMMISSIONER-PRESIDENT
505 VAN NESS AVE
SAN FRANCISCO CA 94102

CARGILL MARINE AND TERMINAL, INC.
12800 WHITEWATER DRIVE
MINNETONKA MN 55343

CARGO CARRIERS, INC.
(BUSINESS DIV OF CARGILL MARINE & TERMINAL, INC.)
3701 S RIVER ROAD
PORT ALLEN LA 70767

CITICORP
ATTN KEVIN DAVENPORT
390 GREENWICH ST
1SH FLOOR
NEW YORK NY 10013

CLENNON ELECTRIC
ATTN LARRY CLENNON OWNER
210 NORTH MAIN ST., PO BOX 368
WILMINGTON IL 60481

CLOUD PEAK ENERGY RESOURCES LLC
(F/K/A/ KENNECOTT COAL SALES COMPANY)
383 INTERLOCKEN CRESCENT
BROOMFIELD CO 80021

COMMONWEALTH EDISON COMPANY
ATTN ALISON HAVENS
THREE LINCOLN CENTER
OAKBROOK TERRACE IL 60181-4260

COMMONWEALTH EDISON COMPANY
BANK ONE PLAZA, 37TH FLOOR
10 SOUTH DEARBORN STREET
CHICAGO IL 60603

COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL
ATTN JACK CONWAY
700 CAPITOL AVENUE
CAPITOL SUITE 118
FRANKFORT KY 40601

COMMONWEALTH OF PENNSYLVANIA
OFFICE OF THE ATTORNEY GENERAL
ATTN WILLIAM H. RYAN, JR.
1600 STRAWBERRY SQUARE
HARRISBURG PA 17120

DNB BANK A.S.A.
ATTN MARYBELLE ORTIZ
200 PARK AVE
31ST FLR
NEW YORK NY 10166-0396

ENVIRONMENTAL PROTECTION AGENCY
ATTN RICHARD L. NAGLE
BANKRUPTCY CONTACT
USEPA REGION 5
MAIL CODE: C-14J
CHICAGO IL 60604

ENVIRONMENTAL PROTECTION AGENCY
OFFICE OF GENERAL COUNSEL
1300 PENNSYLVANIA AVE, NW
U.S. EPA MAILCODE 2377R
WASHINGTON DC 20004

ENVIRONMENTAL PROTECTION AGENCY
ATTN DIANA SAENZ
1200 PENNSYLVANIA AVE, NW
STE 4209
WASHINGTON DC 20004

ENVIRONMENTAL PROTECTION AGENCY
REGION 5
OFFICE OF THE REGIONAL ADMINISTRATOR
77 W JACKSON BLVD
CHICAGO IL 60604

FEDERAL ENERGY REGULATORY COMMISSION
ATTN KIMBERLY D. BOSE, SECRETARY
888 1ST ST NORTHEAST
WASHINGTON DC 20426

GENERAL ELECTRIC CAPITAL CORPORATION
161 NORTH CLARK STREET
CHICAGO IL 60601

GENERAL ELECTRIC RAILCAR SERVICES CORPORATION
161 NORTH CLARK STREET
CHICAGO IL 60601

ILLINOIS COMMERCE COMMISSION
ATTN DOUG SCOTT, CHAIRMAN
527 E CAPITOL AVE
SPRINGFIELD IL 62701

ILLINOIS DEPARTMENT OF REVENUE
ATTN BANKRUPTCY UNIT
100 W RANDOLPH ST
#7-400
CHICAGO IL 60601

ILLINOIS DEPARTMENT OF REVENUE
ATTN BANKRUPTCY SECTION
PO BOX 64338
CHICAGO IL 64338

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
ATTN DIRECTOR OR CHIEF LEGAL COUNSEL
1021 N GRAND AVE E
SPRINGFIELD IL 62794

ILLINOIS POLLUTION CONTROL BOARD
ATTN CHAIRMAN OR SENIOR ATTORNEY
1021 N GRAND AVE E
PO BOX 19274
SPRINGFIELD IL 62794

INDIANA DEPT OF ENVIRONMENTAL MGMT
ATTN COMMISSIONER OR LEGAL COUNSEL
100 N SENATE AVE
MAIL CODE 50-01
INDIANAPOLIS IN 46204

INTER-CON SECURITY SYSTEMS
ATTN GERARD NEVILLE
210 SOUTH DE LACEY AVE
PASADENA CA 91105-2048

INTERNAL REVENUE SERVICE
TERRITORY MANAGER, INSOLVENCY TERRITORY 7
230 S DEARBORN ST
MAIL STOP 5000 CHI
ROOM 3022
CHICAGO IL 60604

INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATION
11601 ROOSEVELT ROAD
MAIL DROP N781
PHILADELPHIA PA 10154

INTERNAL REVENUE SERVICE
CENTRALIZED INSOLVENCY OPERATION
PO BOX 7346
PHILADELPHIA PA 19101-7346

JOLIET TRUST II
C/O WILMINGTON TRUST COMPANY
ATTN ROBERT HINES, JR., CORPORATE TRUST ADMIN
RODNEY SQUARE NORTH
1100 NORTH MARKET STREET
WILMINGTON DE 19890

JOLIET TRUST II
C/O RICHARDS, LAYTON & FINGER, P.A.
ATTN: MICHAEL F. COLLINS
ONE RODNEY SQUARE
920 NORTH KING STREET
WILMINGTON DE 19801

KENTUCKY DEPT FOR ENVIRONMENTAL PROTECTION
ATTN COMMISSIONER OR LEGAL COUNSEL
300 FAIR OAKS LN
FRANKFORT KY 40601

KENTUCKY DEPT FOR NATURAL RESOURCES
ATTN COMMISSIONER OR LEGAL COUNSEL
#2 HUDSON HOLLOW
FRANKFORT KY 40601

KENTUCKY ENVIRONMENTAL QUALITY COMMISSION
ATTN EXECUTIVE DIRECTOR OR LEGAL COUNSEL
58 WILKINSON BLVD
FRANKFORT KY 40601

KERN RIVER GAS TRANSMISSION COMPANY
ATTN KRISTIN GILLETTE
2755 EAST COTTONWOOD PARKWAY
SALT LAKE CITY UT 84121

LAFARGE NORTH AMERICA
ATTN: DAVE DIEDRICK
30600 TELEGRAPH ROAD
BINGHAM FARMS MI 48025-4530

MISSOURI DEPT OF CONSERVATION
ATTN COMMISSIONER OR GENERAL COUNSEL
2901 W TRUMAN BLVD
JEFFERSON CITY MO 65109

MISSOURI DEPT OF NATURAL RESOURCES
ATTN DIRECTOR OR GENERALCOUNSEL
DIVISION OF ENVIRONMENTAL QUALITY
PO BOX 176
JEFFERSON CITY MO 65102

MITSUBISHI POWER SYSTEMS, INC
ATTN RICHARD D. SIDKOFF, ESQ.
NEW YORK BRANCH (USA)
100 BAYVIEW CIRCLE
NEWPORT BEACH CA 92660

MONTANA DEPT OF ENVIRONMENTAL QUALITY
ATTN DIRECTOR OR CHIEF LEGAL COUNSEL
1625 ELEVENTH AVE
HELENA MT 59620

NESBITT ASSET RECOVERY SERIES J-1
C/O WILMINGTON TRUST COMPANY
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
JENNER & BLOCK LLP
ATTN: DANIEL R. MURRAY & MELISSA M. HINDS
353 N. CLARK STREET
CHICAGO IL 60654

NESBITT ASSET RECOVERY SERIES P-1
C/O WILMINGTON TRUST COMPANY
ATTN ROBERT HINES, JR., CORPORATE TRUST ADMIN
RODNEY SQUARE NORTH
1100 NORTH MARKET STREET
WILMINGTON DE 19890

NESBITT ASSET RECOVERY SERIES P-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 P-1
C/O JENNER & BLOCK LLP
ATTN: DANIEL R. MURRAY & MELISSA M. HINDS
353 N. CLARK STREET
CHICAGO IL 60654

NORIT AMERICAS INC
ATTN ROB NEBERGALL, BUSINESS MANAGER
3200 UNIVERSITY AVENUE
MARSHALL TX 75670

NORTH AMERICAN ELECTRIC RELIABILITY CORPORATION
ATTN GENERAL COUNSEL
1325 G ST NW #600
WASHINGTON DC 20005

OFFICE OF THE UNITED STATES TRUSTEE
FOR THE NORTHERN DISTRICT OF ILLINOIS
ATTN
219 S DEARBORN ST
RM 873
CHICAGO IL 60604

PATTEN INDUSTRIES, INC.
ATTN CLYDE KESSEL
635 WEST LAKE STREET
ELMHURST IL 60126

PEABODY COAL SALES
ATTN MIKE SIEBERS
701 MARKET STREET
ST. LOUIS MO 63101-1826

PENNSYLVANIA DEPT OF CONSERVATION
AND NATURAL RESOURCES
ATTN SECRETARY OF CONSERVATION & NATURAL RESOURCES
400 MARKET ST
PO BOX 8767
HARRISBURG PA 17105

PENNSYLVANIA DEPT OF ENVIRONMENTAL PROTECTION
ATTN SECRETARY OF ENVIRONMENTAL PROTECTION
OR CHIEF COUNSEL
RACHEL CARSON STATE OFFICE BUILDING
400 MARKET ST
HARRISBURG PA 17101

PEOPLES GAS
ATTN JOSIE LEWIS
CHICAGO IL 60687-0001

POWERTRON TRUST II
C/O WILMINGTON TRUST COMPANY, AS OWNER TRUSTEE
ATTN: ROBERT HINES, CORPORATE TRUST ADMIN
RODNEY SQUARE NORTH
1100 NORTH MARKET STREET
WILMINGTON NY 10013

POWERTRON TRUST II
C/O RICHARDS, LAYTON & FINGER, P.A.
ATTN: MICHAEL F. COLLINS
ONE RODNEY SQUARE
920 NORTH KING STREET
WILMINGTON DE 19801

PSEG RESOURCE
ATTN JOAN MACDONALD
80 PARK PLZ
STE T-22
NEWARK NJ 07101

ROPES & GRAY LLP
ATTN KEITH H. WOFFORD
1211 AVENUE OF THE AMERICAS
NEW YORK NY 10036

ROWELL CHEMICAL CORP
ATTN KIP COCO, ACCT MGR
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
ATTN MICK CHAMBERS, DIRECTOR OF CONTRACTS
6690 WEST NINE MILE ROAD
PENSACOLA FL 32526

STATE OF ARKANSAS
OFFICE OF THE ATTORNEY GENERAL
ATTN: DUSTIN MCDANIEL
323 CENTER STREET, SUITE 200
LITTLE ROCK AR 72201

STATE OF CALIFORNIA
OFFICE OF THE ATTORNEY GENERAL
ATTN KAMALA HARRIS
1300 I ST
STE 1740
SACRAMENTO CA 95814

STATE OF ILLINOIS
OFFICE OF THE ATTORNEY GENERAL
ATTN LISA MADISON
500 S 2ND ST
SPRINGFIELD IL 62706

STATE OF INDIANA
OFFICE OF THE ATTORNEY GENERAL
ATTN GREG ZOELLER
INDIANA GOVERNMENT CENTER SOUTH
302 W. WASHINGTON ST.
INDIANAPOLIS IN 46204

STATE OF MISSOURI
OFFICE OF THE ATTORNEY GENERAL
ATTN CHRIS KOSTER
SUPREME COURT BUILDING
207 W HIGH ST
JEFFERSON CITY MO 65102

STATE OF MONTANA
OFFICE OF THE ATTORNEY GENERAL
ATTN STEVE BULLOCK
215 N SANDERS
JUSTICE BUILDING
HELENA MT 59620

STATE OF WYOMING
OFFICE OF THE ATTORNEY GENERAL
ATTN GREGORY PHILLIPS
123 CAPITOL
200 W 24TH ST
CHEYENNE WY 82002

STOCK EQUIPMENT
ATTN TONY LEGAN
SOLVERA PARTICULATE CONTROLS INC
16490 CHILLICOTHE ROAD
CHAGRIN FALLS OH 44023-4398

THE BANK OF NEW YORK
ATTN CHRIS GRELL
385 RIFLE CAMP RD
WEST PATERSON NJ 07424

THE CALIFORNIA FRANCHISE TAX BOARD
BANKRUPTCY SECTION MS A340
PO BOX 2952
SACRAMENTO CA 95812-2952

U.S. BANK, N.A.
ATTN ANNETTE MORGAN
300 DELAWARE AV
9TH FLR
MAIL CODE: EX-DE-WDAW
WILMINGTON DE 19801

U.S. SECURITIES AND EXCHANGE COMMISSION
CHICAGO REGIONAL OFFICE
ATTN REGIONAL DIRECTOR
175 W JACKSON BLVD
STE 900
CHICAGO IL 60604

U.S. SECURITIES AND EXCHANGE COMMISSION
SEC HEADQUARTERS
ATTN CHAIRMAN OR GENERAL COUNSEL
100 F ST, NE
WASHINGTON DC 20549

UNION PACIFIC RAILROAD
ATTN BILL STAHLHEBER
PO BOX 502453
ST. LOUIS MO 63150-2453

UNITED STATES ATTORNEY
FOR THE NORTHERN DISTRICT OF ILLINOIS
ATTN JOEL R. NATHAN, ESQ.
219 S DEARBORN ST
5TH FLR
CHICAGO IL 60604

WELLS FARGO BANK NATIONAL ASSOCIATION
707 WILSHIRE BIVD
17TH FLR
LOS ANGELES CA 90017

WELLS FARGO BANK, NA,, AS INDENTURE TRUSTEE
ATTN: MADDY HALL
CORPORATE TRUST ADMINISTRATION
707 WILSHIRE BLVD, 17TH FLOOR
LOS ANGELES CA 90017

WILMINGTON TRUST COMPANY
ATTN ROBERT HINES
RODNEY SQUARE N
1100 N MARKET STREET
WILMINGTON DE 19890

WILMINGTON TRUST COMPANY
1100 N MARKET ST
WILMINGTON DE 19890

WYOMING DEPT OF ENVIRONMENTAL QUALITY
ATTN DIRECTOR OR LEGAL COUNSEL
HERSCHLER BUILDING, 4TH FLR W
122 W 25TH ST
CHEYENNE WY 82002

YARA NORTH AMERICA, INC
ATTN DAN HEFFERNAN
100 NORTH TAMPA ST. SUITE 3200
TAMPA FL 33602