

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:

*Jacqueline P. Cox*  
*J. Cox*

United States Bankruptcy Judge

Dated: **17 JAN 2013**

**Prepared by:**

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**EXHIBIT 1**

**Rejected Contracts**

<b>Counterparty</b>	<b>Debtor</b>	<b>Description of Contract(s)<sup>1</sup></b>
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)

<sup>1</sup> 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.