

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 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 Contract 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 anything to the contrary contained herein or in the Contract Procedures, in the event that the Debtors seek to reject any lease or executory contract (any such lease or contract a “GE Railcar Lease”) pertaining to railcars owned by General Electric Railcar Services Corporation and/or its affiliates (collectively, the “GE Entities”), the Debtors shall not seek to reject such GE Railcar Lease pursuant to this Order or the Contract Procedures and shall instead move to reject or assume such GE Railcar Lease by filing a motion with the Court. The provisions of this order are without prejudice to

the GE Entities' rights to object to any proposed rejection of the GE Railcar Leases and/or other executory contracts between the Debtors and the GE Entities.

5. 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.

6. 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.

7. 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:

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

Contract Procedures

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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

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

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

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the 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: Kathryn Gleason (Kathryn.M.Gleason@usdoj.gov); (b) counsel to the official committee of unsecured creditors (the “Committee”), Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Arik Preis; (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, (1) Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036, Attn: Keith Wofford (keith.wofford@ropesgray.com), and (2) Ropes & Gray LLP, Prudential Tower, 800 Boylston Street, Boston, Massachusetts 02199, Attn: Stephen Moeller-Sally (ssally@ropesgray.com); (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: Kathryn Gleason (Kathryn.M.Gleason@usdoj.gov); (c) counsel to the Committee, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Arik Preis; and (d) counsel to the ad hoc committee of certain holders of the Debtors’ senior unsecured notes, (1) Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036, Attn: Keith Wofford (keith.wofford@ropesgray.com), and (2) Ropes & Gray LLP, Prudential Tower, 800 Boylston Street, Boston, Massachusetts 02199, Attn: Stephen Moeller-Sally (ssally@ropesgray.com).
- 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: Kathryn Gleason (Kathryn.M.Gleason@usdoj.gov); (b) counsel to the Committee, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Arik Preis; (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, (1) Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036, Attn: Keith Wofford (keith.wofford@ropesgray.com), and (2) Ropes & Gray LLP, Prudential Tower, 800 Boylston Street, Boston, Massachusetts 02199, Attn: Stephen Moeller-Sally (ssally@ropesgray.com); (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, however, that, for any Contract with a proposed cure amount greater than or equal to \$1 million, which amount shall be determined by the greater of (i) the cure amount listed in the relevant Assumption Notice and (ii) the amount listed for such contract in the Debtors' schedules and statements of financial affairs, 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:	)	Chapter 11
)	
EDISON MISSION ENERGY, <u>et al.</u> , ¹	)	Case No. 12-49219 (JPC)
)	
Debtors.	)	(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: Kathryn Gleason (Kathryn.M.Gleason@usdoj.gov); (c) counsel to the Committee, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Arik Preis; and (d) counsel to the ad hoc committee of certain holders of the Debtors' senior unsecured notes, (1) Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036, Attn: Keith Wofford (keith.wofford@ropesgray.com), and (2) Ropes & Gray LLP, Prudential Tower, 800 Boylston Street, Boston, Massachusetts 02199, Attn: Stephen Moeller-Sally (ssally@ropesgray.com). 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

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

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 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.]

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.

Dated: _____, 2013

/s/

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

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:	)	Chapter 11
EDISON MISSION ENERGY, <u>et al.</u> , ¹	)	Case No. 12-49219 (JPC)
Debtors.	)	(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: Kathryn Gleason (Kathryn.M.Gleason@usdoj.gov); (c) counsel to the Committee, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, Attn: Arik Preis; and (d) counsel to the ad hoc committee of certain holders of the Debtors' senior unsecured notes, (1) Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036, Attn: Keith Wofford (keith.wofford@ropesgray.com), and (2) Ropes & Gray LLP, Prudential Tower, 800 Boylston Street, Boston, Massachusetts 02199, Attn: Stephen Moeller-Sally (ssally@ropesgray.com). 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

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.

[Remainder of Page Intentionally Left Blank]

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.

Dated: _____, 2013

/s/

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

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.