

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’ Application to Employ and Retain Perella Weinberg Partners as Investment Banker and Financial Advisor for the Debtors and Debtors in Possession 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.

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UNITED STATES BANKRUPTCY COURT
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EASTERN DIVISION

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In re:)	Chapter 11
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EDISON MISSION ENERGY, <i>et al.</i> , ¹)	Case No. 12-[_____] (____)
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**DEBTORS’ APPLICATION TO EMPLOY AND RETAIN
PERELLA WEINBERG PARTNERS AS INVESTMENT
BANKER AND FINANCIAL ADVISOR FOR THE DEBTORS AND
DEBTORS IN POSSESSION *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 application (the “Application”):²

Relief Requested

1. By this Application, the Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A**, authorizing the employment and retention of Perella Weinberg Partners LP (“PWP”) as investment banker and financial advisor for the Debtors *nunc pro tunc* to the Petition Date, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016, in accordance with the terms and conditions set forth in that

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 on the Petition Date.

certain engagement letter dated as of December 14, 2012 (including the exhibits thereto, the “Engagement Letter”), a copy of which is annexed as **Exhibit 1** to **Exhibit A** attached hereto and incorporated by reference herein. In support of this Application, the Debtors submit the Declaration of Kevin Cofsky, a Managing Director of PWP (the “Cofsky Declaration”), which is attached hereto as **Exhibit B**.

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 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2014(a) and 2016 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.

PWP's Qualifications

7. The Debtors seek to retain PWP as their investment banker and financial advisor because, among other things, PWP has extensive experience and an excellent reputation in providing high quality investment banking services to debtors, creditors and other parties in interest in bankruptcy reorganizations and other restructurings.

8. PWP is well-suited to provide the services that the Debtors require. Established in 2006, PWP, together with its affiliates, is an international asset manager, investment banking, and financial advisory firm with offices worldwide and more than 400 employees. In addition to PWP's understanding of the Debtors' financial history, business operations, and the industry in which they operate, PWP and its senior professionals have extensive experience in the reorganization and restructuring of troubled companies, in both out-of-court matters and chapter 11 cases. PWP's employees have advised debtors, creditors, equity constituencies, and government agencies in many complex financial reorganizations. In particular, PWP has provided services to debtors and other constituencies in numerous chapter 11 cases, including, among others, In re Hawker Beechcraft, Inc., No. 12-11873 (SMB) (Bankr. S.D.N.Y. May 30, 2012); In re AMR Corp., No. 11-15463 (SHL) (Bankr. S.D.N.Y. Mar. 26, 2012); In re Hostess Brands, Inc., No. 12-22052 (RDD) (Bankr. S.D.N.Y. Jan. 27, 2012); In re Loehmann's Holdings, Inc., No. 10-16077 (REG) (Bankr. S.D.N.Y. Dec. 15, 2010); In re Boston Generating, LLC, No. 10-14419 (SCC) (Bankr. S.D.N.Y. Oct. 20, 2010); In re Panolam Holdings Co., No. 09-13889 (MFW) (Bankr. D. Del. Dec. 9, 2009); In re Accuride Corp., No. 09-13449 (BLS) (Bankr. D. Del. Nov. 2, 2009); and In re Masonite Corp., No. 09-10844 (PJW) (Bankr. D. Del. Apr. 14, 2009).

9. PWP has become familiar with the Debtors' business operations, capital structure, financing documents, and other material information, and is able to assist the Debtors in their restructuring efforts. The Debtors believe that PWP is well-qualified to provide its services to the Debtors in a cost-effective, efficient, and timely manner. The Debtors have been advised by PWP that PWP will coordinate with the other retained professionals in the chapter 11 cases to eliminate unnecessary duplication or overlap of work.

10. The Debtors submit that the employment and retention of PWP would be in the best interest of the Debtors, their estates, and creditors.

Services to Be Provided

11. As further set forth in the Engagement Letter, the Debtors have requested that PWP serve as investment banker and financial advisor during the chapter 11 cases to perform a broad range of services (the "Restructuring Services") on behalf of the Debtors, which include, to the extent requested by the Debtors, each of the following:³

- a. ***General Advisory and Investment Banking Services.*** PWP may perform a variety of general advisory and investment banking services including: (i) familiarizing themselves with the Debtors' business operations, properties, financial condition, and prospects; (ii) reviewing the Debtors' financial condition, and outlook; (iii) assisting in the development of financial data and presentations to the Debtors' Board of Directors, various creditors, and other parties; (iv) analyzing the Debtors' financial liquidity and evaluating alternatives to improve such liquidity; (v) evaluating the Debtors' debt capacity and alternative capital structures; (vi) participating in negotiations among the Debtors and their creditors, suppliers, lessors, and other interested parties with respect to any of the transactions contemplated by the Engagement Letter; (vii) advising the Debtors and negotiating with lenders with respect to potential waivers or amendments of various credit facilities and other debt obligations; and (viii) providing such other advisory services as are customarily provided

³ Capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Engagement Letter.

in connection with the analysis and negotiation of any of the transactions contemplated by the Engagement Letter; and

- b. ***Restructuring Services.*** PWP may perform a variety of restructuring services including: (i) analyzing various Restructuring⁴ scenarios and the potential impact of such scenarios on the value of the Debtors and the recoveries of stakeholders impacted by a Restructuring; (ii) providing strategic advice with respect to restructuring or refinancing some or all of the Debtors' obligations; (iii) providing financial advice and assistance to the Debtors in developing a Restructuring; (iv) providing financial advice and assistance to the Debtors in structuring any new securities to be issued under a Restructuring; (v) assisting the Debtors and/or participating in negotiations with entities or groups affected by a Restructuring and (vi) assisting the Company in negotiations with the 8.56% holders of the Pass Through Certificates, Series B (the "Pass Through Certificates") issued pursuant to the Pass Through Trust Agreement B, dated as of August 17, 2000, by and between Midwest Generation, LLC ("MWG") and United States Trust Company of New York as pass-through trustee and PSEG Resources Inc. and Associates Capital Investments L.L.C. (the "Owner Lessors") with respect to a potential amendment or overall restructuring of the Pass Through Certificates or the Facility Lease or other operative documents of the Powerton and Joliet Facilities (any such amendment or restructuring, a "PoJo Amendment/Restructuring"); and
- c. ***Financing Services.*** PWP may perform certain financing services including: (i) providing financial advice to the Debtors in structuring and effecting a Financing,⁵ identifying potential Investors, and contacting and soliciting such Investors; and (ii) assisting in the arranging of a Financing, including identifying potential sources of capital, assisting in the due diligence process, and negotiating the terms of any proposed Financing; and
- d. ***Sale Services.*** PWP may perform certain sale services including: (i) providing financial advice to the Debtors in structuring, evaluating, and effecting a Sale,⁶ identifying potential acquirers, and contacting and

⁴ For purposes of the Engagement Letter, the term "Restructuring" means any recapitalization, modification or restructuring of the Company's equity and/or debt securities and/or other indebtedness, obligations or liabilities (including partnership interests, lease obligations, trade credit facilities and/or contract or tort obligations), including pursuant to any Sale, or any repurchase, exchange, conversion, cancellation, forgiveness, retirement, plan, solicitation of consents, waivers, acceptances, authorizations and/or a modification or amendment to the terms, conditions or covenants thereof. A "Restructuring" shall not include a PoJo Amendment in and of itself.

⁵ For purposes of the Engagement Letter the term "Financing" means a private issuance, sale or placement of the equity, equity-linked or debt securities, instruments or obligations of the Debtors with one or more lenders and/or investors, or any loan or other financing, or a rights offering.

⁶ For purposes of the Engagement Letter, the term "Sale" shall mean the disposition in one or a series of related transactions (i) of equity securities of the Debtors by the security holders of the Debtors or (ii) of assets or

soliciting potential acquirers; and (ii) assisting in the arranging and executing a Sale, including identifying potential buyers or parties in interests, assisting in the due diligence process, and negotiating the terms of any proposed Sale.

12. To the extent the Debtors request PWP to perform additional services not contemplated by the Engagement Letter, such services and the fees for such services will be mutually agreed upon by PWP and the Debtors, in writing, in advance. In the event such amendment to the Engagement Letter occurs, the revisions will be subject to the Court's review upon proper application by the Debtors.

No Duplication of Services

13. It is necessary that the Debtors employ PWP to render the foregoing professional services. The Debtors believe that the services will not duplicate the services that other professionals will be providing the Debtors in the chapter 11 cases. Specifically, PWP will carry out unique functions and will use reasonable efforts to coordinate the Debtors and their professionals retained in the chapter 11 cases to avoid the unnecessary duplication of services.

Professional Compensation

14. Investment bankers such as PWP do not typically charge for their services on an hourly basis. Instead, they customarily charge a monthly advisory fee plus an additional fee that is contingent upon the occurrence of a specified type of transaction. The Engagement Letter follows this custom in the investment banking industry, and sets forth the monthly and transaction-based fees that are to be payable to PWP.

15. PWP intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases, subject to

businesses of the Debtors or its subsidiaries, in either case, including through a sale or exchange of capital stock, options or assets, a lease of assets with or without a purchase option, a merger, consolidation or other business combination, a tender offer, the formation of a joint venture, partnership or similar entity, or any similar transaction (other than a Restructuring).

the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of the United States Bankruptcy Court for the Northern District of Illinois (the "Local Rules"), guidelines established by the Office of the United States Trustee for the Northern District of Illinois (the "U.S. Trustee"), and any other applicable procedures and orders of the Court and consistent with the proposed compensation set forth in the Engagement Letter.

16. As set forth more fully in the Engagement Letter, and subject in its entirety to the terms set forth in the Engagement Letter, PWP will be compensated for their services, subject to Court approval, in the following manner (the "Fee Structure"):

- a. **Monthly Fee** — Beginning on the day of the Engagement Letter's execution, and continuing on each monthly anniversary of that date for every month thereafter during the term of PWP's engagement, an advance monthly fee of \$200,000 per month (the "Monthly Fee").
- b. **Financing Fee** — A fee equal to 1% of all of (i) the gross proceeds of securities of the Debtors sold to any third party, which third party is not a material existing stakeholder of the Company as of the Engagement Date, and/or (ii) the principal amount of each new loan, debt instrument, letter of commitment, revolver, or similar obligation, in each case sold to or entered into by a third party that is not a material existing stakeholder of the Debtors as of the Engagement Date, and in each case sold or entered into during the pendency of a Restructuring (a "Debtor-in-Possession Financing"), upon the exit of a Restructuring (an "Exit Financing") or thereafter and payable upon the closing of each such Financing (and for the avoidance of doubt, PWP shall be entitled to a Financing Fee for a Debtor-in-Possession Financing and any Exit Financing); provided that 50% of any such Financing Fees received by PWP shall be credited against the Restructuring Fee (if any). For the avoidance of doubt, if the same party consummates a Debtor-in-Possession Financing and an Exit Financing, PWP shall receive a fee for both such transactions.
- c. **PoJo Amendment/Restructuring Fee** — In the event of a PoJo Amendment/Restructuring, PWP will be paid a PoJo Amendment/Restructuring Fee of \$2,500,000 (payable upon consummation of such restructuring); provided if the restructuring constitutes solely an amendment to the documents underlying the Pass Through Certificates, the PoJo Restructuring Fee will only be \$1,500,000 (and such fee shall be payable upon the effective date of such

amendment(s)); and provided, further that 50% of the PoJo Amendment/Restructuring Fee actually paid to PWP will be credited against the Restructuring Fee.

- d. ***Restructuring/Sale Fee*** — In the case of a Restructuring or a Sale, a Restructuring Fee of \$8,000,000, payable upon (i) the confirmation of a plan of reorganization with respect to a Restructuring or (ii) the consummation of a Sale, as applicable.
- e. ***Asset Sale Fee*** — In the case of any Asset Sale, fees to be mutually determined by the Debtors and PWP, which fees would be based on the nature of PWP's services with respect to such Asset Sale, the results obtained and the custom and practice among investment bankers acting in similar circumstances.⁷

17. The Engagement Letter also states that the Debtors shall reimburse PWP for all customary, reasonable, out-of-pocket, and documented expenses, which are incurred in connection with the performance of its services hereunder (the "Expense Structure"), including (a) the fees and expenses of PWP's legal counsel, (b) any sales, use, or similar taxes (including additions to such taxes, if any) arising in connection with any matter referred to in the Engagement Letter, and (c) reasonable disbursements of PWP's travel and hotel expenses, printing costs, data processing and communication charges, research expenses, and courier and postage services (collectively, the "Expenses").

18. The Debtors believe that the Fee Structure is comparable to those generally charged by financial advisory and investment banking firms of similar stature to PWP for comparable engagements, both in and out of bankruptcy proceedings, and reflects a balance between a fixed, monthly fee, and a contingency amount which are tied to the consummation and closing of the transactions and services contemplated by the Debtors and PWP in the Engagement Letter.

⁷ For purposes of the Engagement Letter, the term "Asset Sale" shall mean the sale of one or more assets or other property of the Debtors in one or more transactions. Multiple Asset Sales may occur.

19. The hours worked, the results achieved, and the ultimate benefit to the Debtors of the work performed by PWP in connection with this engagement may vary and the Debtors have taken this into account in setting the above fees.

20. PWP's restructuring capabilities, as well as its capital markets knowledge and financing skills, some or all of which may be required by the Debtors during the time of PWP's engagement hereunder, were important factors to the Debtors in determining the Fee Structure, and the Debtors believe that the ultimate benefit to the Debtors of PWP's services hereunder cannot be measured merely by reference to the number of hours to be expended by PWP's professionals in the performance of such services.

21. The Debtors also acknowledge that the Fee Structure has been agreed upon by the parties in anticipation that a substantial commitment of professional time and effort will be required of PWP and its professionals hereunder and in light of the fact that (a) such commitment may foreclose other opportunities for PWP and (b) the actual time and commitment required of PWP and its professionals to perform its services hereunder may vary substantially from week to week and month to month, creating "peak load" issues for PWP.

22. In light of the foregoing, and given the numerous issues that PWP may be required to address in the performance of its services hereunder, PWP's commitment to the variable level of time and effort necessary to address all such issues as they arise and the market prices for PWP's services for engagements of this nature both out-of-court and in a chapter 11 context, the Debtors believe that the Fee Structure is market-based, fair, and reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

23. Furthermore, all compensation will be sought in accordance with the applicable provisions the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules, pursuant to the

U.S. Trustee Chapter 11 Guidelines for the Northern District of Illinois and orders of the Court. PWP's compensation should be subject to the standard of review of section 328(a) of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and orders, and not subject to any additional standard of review under section 330 of the Bankruptcy Code.

Record Keeping

24. It is not the general practice of investment banking firms, including PWP, to keep detailed time records similar to those customarily kept by attorneys. Notwithstanding the foregoing, PWP intends to file interim and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court. Because PWP does not ordinarily maintain contemporaneous time records in one-tenth hour (0.1) increments or provide or conform to a schedule of hourly rates for its professionals, PWP should, pursuant to Local Rule 5082-1(C), be excused from compliance with such requirements and should be required only to maintain time records in one-hour (1) increments setting forth, in a summary format, a description of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors.

Indemnification and Contribution Provisions

25. The Debtors also agreed to certain indemnification and contribution provisions described in the Engagement Letter and Annex A thereto (the "Indemnification Provisions"). The Indemnification Provisions provide that the Debtors will (a) indemnify and hold harmless PWP and its affiliates, and their respective officers, directors, partners, members, employees, consultants, agents, and controlling persons (collectively the "Indemnified Persons"), to the fullest extent lawful, from and against any

and all losses, claims, damages, or liabilities, related to, arising out of or in connection with, PWP's engagement under the agreement, or any matter referred to in the Engagement Letter and (b) to reimburse each Indemnified Person for reasonable, documented, and out-of-pocket expenses (including fees, charges, and disbursements of outside counsel) as they are incurred, in connection with investigating, preparing, pursuing, or defending any action, claims, suit, investigation, or proceeding, related to, arising out of, or in connection with this engagement, whether or not pending or threatened and whether or not any Indemnified Person is a party. However, the Debtors shall not be liable under such foregoing indemnity and reimbursement agreement to the extent of any loss, claim, damage, or liability which is finally judicially determined by a court of competent jurisdiction to have primarily resulted from the willful misconduct, bad faith, or gross negligence of an Indemnified Person.

26. In addition, if the Indemnification Provisions are held to be unavailable (other than in accordance with the terms of the Engagement Letter) by any court, the Engagement Letter allocates contribution obligations based on the relative benefits and faults of PWP and Debtors, subject to a limitation on PWP's aggregate liability in the amount of its fees received under the Engagement Letter.

27. The indemnity, reimbursement, and other obligations and agreements of the Debtors set forth in the Engagement Letter: (a) shall apply to any services provided by PWP in connection with this engagement prior to the date of the Engagement Letter and to any modifications of the Engagement Letter; (b) shall be in addition to any obligation or liability which the Debtors may otherwise have to any Indemnified Person; (c) shall remain operative and in full force and effect regardless of any investigation made by or on behalf of

the Debtors or any Indemnified Person or any person controlling any of them; and (d) shall survive the completion of the services described in, and any expiration or termination of the relationship established by the Engagement Letter.

28. The Debtors believe the Indemnification Provisions reflected in the Engagement Letter are customary and reasonable terms of consideration for investment bankers such as PWP for proceedings both out of court and in chapter 11. The terms of the Engagement Letter were fully negotiated between the Debtors and PWP at arm's-length and the Debtors respectfully submit that the Engagement Letter is reasonable and in the best interests of the Debtors, their estates, and creditors.

PWP's Disinterestedness

29. To the best of the Debtors' knowledge, information, and belief, and except to the extent disclosed herein and in the Cofsky Declaration, PWP: (a) is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code; (b) does not hold or represent an interest materially adverse to the Debtors, their creditors, and shareholders for the matters for which PWP is to be employed; and (c) has no connection to the Debtors, their creditors, shareholders, or related parties herein except as disclosed in the Cofsky Declaration. Moreover, the retention and employment of PWP is necessary and in the best interests of the Debtors, their estates, creditors, and equity interest holders.

30. Prior to the Petition Date, the Debtors paid PWP \$1,200,000 for fees and \$98,782 for reimbursement of expenses. As of the Petition Date, PWP did not hold a prepetition claim against the Debtors for services rendered.

31. To the extent that any new relevant facts or relationships bearing on the matters described herein during the period of PWP's retention are discovered or arise, PWP will use

reasonable efforts to file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Basis for Relief

32. The Debtors seek approval of the Fee Structure and Engagement Letter pursuant to section 328(a) of the Bankruptcy Code, which provides, in relevant part, that the Debtors “with the court’s approval, may employ or authorize the employment of a professional person under section 327 . . . on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis. . . .” 11 U.S.C. § 328(a). Accordingly, section 328 permits the compensation of professionals, including investment bankers, on more flexible terms that reflect the nature of their services and market conditions, which is a significant departure from prior bankruptcy practice relating to the compensation of professionals. As the United States Court of Appeals for the Fifth Circuit recognized in In re Nat’l Gypsum Co., 123 F.3d 861 (5th Cir. 1997):

Prior to 1978 the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. That uncertainty continues under the present section 330 of the Bankruptcy Code, which provides that the court award to professional consultants “reasonable compensation” based on relevant factors of time and comparable costs, etc. Under present section 328 the professional may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or committee).

Id. at 862 (citations omitted). Owing to this inherent uncertainty, courts have approved similar arrangements that contain reasonable terms and conditions under section 328. See, e.g., In re Conseco, Inc., No. 02-49672 (Bankr. N.D. Ill. Jan. 14, 2003); In re UAL Corp., No. 02-48191 (Bankr. N.D. Ill. Feb. 27, 2003); In re Kmart Corp., No. 02-02474 (Bankr. N.D. Ill. Sept. 24, 2002); see also In re AMR Corp., No. 11-15463 (Bankr. S.D.N.Y. Mar. 26, 2012); In re United

Retail Group, Inc., No. 12-10405 (Bankr. S.D.N.Y. Feb. 23, 2012); In re Hostess Brands, Inc., No. 12-22052 (Bankr. S.D.N.Y. Jan. 27, 2012); In re Sbarro, No. 11-11527 (Bankr. S.D.N.Y. May 4, 2011); In re Chemtura Corp., No. 09-11233 (Bankr. S.D.N.Y. May 15, 2009); In re Charter Commc'ns, Inc., No. 09-11435 (Bankr. S.D.N.Y. April 15, 2009); In re Lyondell Chem. Co., No. 09-10023 (Bankr. S.D.N.Y. Feb. 25, 2009).⁸

33. Furthermore, the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 amended section 328(a) as follows:

The trustee, or a committee appointed under section 1102 of this title, with the court's approval, may employ or authorize the employment of a professional person under section 327 or 1103 of this title, as the case may be, on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis.

11 U.S.C. § 328(a) (emphasis added). This change makes clear that debtors are able to retain a professional on a fixed fee basis with bankruptcy court approval, such as the Fee Structure for PWP.

34. The Debtors are seeking to retain PWP under section 328(a) of the Bankruptcy Code. Notwithstanding the foregoing, the U.S. Trustee (and only the U.S. Trustee) retains all rights to object to PWP's interim and final fee applications (including expense reimbursement) on all grounds, including but not limited to the reasonableness standard provided for in section 330 of the Bankruptcy Code.

35. The Debtors believe the Fee Structure, Expense Structure, and Indemnification Provisions set forth in the Engagement Letter represent reasonable terms and conditions of employment and should be approved under section 328(a) of the Bankruptcy Code. The Fee

⁸ Because of the voluminous nature of the orders cited herein, such orders have not been attached to the Application. Copies of these orders are available upon request of the Debtors' proposed counsel.

Structure adequately reflects (a) the nature of the services to be provided by PWP and (b) fee structures and indemnification provisions typically utilized by PWP and other leading financial advisory firms, which do not bill their time on an hourly basis and generally are compensated on a transactional basis.

36. The Indemnification Provisions are reasonable under the circumstances and reflect market conditions, and accordingly should be approved. See, e.g., In re Comdisco, Inc., No. 02-01174, 2002 WL 31109431 (Bankr. N.D. Ill. Sept. 23, 2002) (approving indemnification for investment banker and financial advisor where the indemnity clause contained a carve-out for gross negligence and willful misconduct). Further, courts in this jurisdiction have approved similar indemnification provisions that are reasonable under the circumstances and reflect market conditions. See, e.g., In re Ryan Int'l Airlines, Inc., No. 12-80802 (MB) (Bankr. N.D. Ill. June 27, 2012); In re Corus Bankshares, Inc., No. 10-26881 (Bankr. N.D. Ill. July 9, 2010); In re Hartmarx Corp., No. 09-02046 (Bankr. N.D. Ill. Mar. 4, 2009); In re Kimball Hill Inc., No. 08-10095 (Bankr. N.D. Ill. May 28, 2008); In re Enesco Grp., Inc., No. 07-00565 (Bankr. N.D. Ill. Jan. 29, 2007).

37. Finally, *nunc pro tunc* relief is warranted and within the power of the Court. In re Singson, 41 F.3d 316 (7th Cir. 1994); In re Atkins, 69 F.3d 970 (9th Cir. 1995); In re Jarvis, 53 F.3d 416 (1st Cir. 1995). Courts routinely grant *nunc pro tunc* relief in this and other jurisdictions. See, e.g., In re Ryan Int'l Airlines, Inc., No. 12-80802 (MB) (Bankr. N.D. Ill. June 27, 2012); In re Hartford Computer Hardware, Inc., No. 11-49744 (PSH) (Bankr. N.D. Ill. Apr. 17, 2012); In re The Clare at Water Tower, No. 11-46151 (SPS) (Bankr. N.D. Ill. Jan. 20, 2012); In re Clare Oaks, No. 11-48903 (PSH) (Bankr. N.D. Ill. Jan. 20, 2012); In re Corus Bankshares, Inc., No. 10-26881 (Bankr. N.D. Ill. July 9, 2010); In re Hartmarx Corp., No. 09-02046 (Bankr.

N.D. Ill. Mar. 4, 2009); In re Enesco Grp., Inc., No. 07-00565 (Bankr. N.D. Ill. Jan. 29, 2007).

As a result, it is appropriate to authorize the retention of PWP on the terms set forth in the Engagement Letter.

38. The Debtors also seek authority to employ and retain PWP under section 327 of the Bankruptcy Code, which provides that a debtor is authorized to employ professional persons “that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [Debtors] in carrying out their duties under this title.” 11 U.S.C. § 327(a). Section 1107(b) of the Bankruptcy Code elaborates upon sections 101(14) and 327(a) of the Bankruptcy Code in cases under chapter 11 of the Bankruptcy Code and provides that “a person is not disqualified for employment under section 327 of [the Bankruptcy Code] by a debtor in possession solely because of such person’s employment by or representation of the debtor before the commencement of the case.” 11 U.S.C. § 1107(b).

Notice

39. 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, 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

40. No prior request for the relief sought in this Application has been made to this or any other court.

[Remainder of page intentionally left blank.]

WHEREFORE, for the reasons set forth herein and in the Cofsky Declaration, 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
Chicago, Illinois

By: /s/ Maria Rigatti
Maria Rigatti
Chief Financial Officer
Edison Mission Energy

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 EMPLOYMENT AND RETENTION
OF PERELLA WEINBERG PARTNERS AS INVESTMENT
BANKER AND FINANCIAL ADVISOR FOR THE DEBTORS AND
DEBTORS IN POSSESSION NUNC PRO TUNC TO THE PETITION DATE**

Upon the application (the “Application”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) authorizing the Debtors to employ and retain Perella Weinberg Partners (“PWP”) as their investment banker and financial advisor effective as of the date the Debtors filed their chapter 11 petitions, all as more fully set forth in the Application; and upon the Declaration of Kevin Cofsky in support of the Application; 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 Application 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 Application 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 Application and the opportunity for a hearing on the Application under the circumstances; and the Court having reviewed the Application 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 Application 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 Application is granted as set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Application.
2. The Debtors are authorized pursuant to sections 327(a) and 328(a) of the Bankruptcy Code to employ and retain PWP as their investment banker and financial advisor in accordance with the terms and conditions set forth in the Application, the engagement letter attached hereto as Exhibit 1 (including the exhibits thereto, the “Engagement Letter”), as modified pursuant to the terms of this Order.
3. The terms of PWP’s Engagement Letter are approved and PWP shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of the Engagement Letter, subject to the procedures set forth in the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules, guidelines established by the Office of the United States Trustee for the Northern District of Illinois (the “U.S. Trustee”), and any other applicable orders of this court; provided, however, that PWP shall only be required to maintain time records for services rendered post-petition, and shall not be required to provide or conform to any schedule of hourly rates.
4. PWP’s fees shall not be subject to challenge except under the standard of review set forth in

section 328(a) of the Bankruptcy Code.

5. That notwithstanding the preceding paragraph of this Order and any provision to the contrary in the Application or the Engagement Letter, the U.S. Trustee shall have the right to object to PWP's request(s) for interim and final compensation and reimbursement based on the reasonableness standard provided in section 330 of the Bankruptcy Code, not section 328(a) of the Bankruptcy Code; provided, however, that "reasonableness" shall be evaluated by comparing (among other things) the fees payable in these cases to fees paid to comparable investment banking firms with similar experience and reputation offering comparable services in other chapter 11 cases and shall not be evaluated primarily on an hourly or length-of-case-based criteria.

6. PWP and its Indemnified Persons shall not be entitled to any indemnification pursuant to the terms of the Engagement Letter for any claims, liabilities, losses, expenses, and damages incurred by the Indemnified Persons resulting from the bad faith, willful misconduct, or gross negligence of an Indemnified Person.

7. Notwithstanding anything contained in the Engagement Letter, any claims by PWP under the Indemnification Provisions of the Engagement Letter based on acts or omissions occurring before the Petition Date shall be prepetition non-priority claims.

8. That to the extent requested in the Application, PWP is granted a waiver of the information requirements relating to compensation requests set forth in Local Rule 5082-1(C).

9. That in addition to compensation for professional services rendered by PWP, pursuant to the terms of the Engagement Letter, PWP is entitled to reimbursement by the Debtors for reasonable expenses incurred in connection with the performance of its engagement under the Engagement Letter, including, without limitation, the fees, disbursements and other charges of PWP's counsel (which counsel shall not be required to be retained pursuant to section 327 of the Bankruptcy Code or otherwise).

10. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules of the United States Bankruptcy Court for the Northern District of Illinois are satisfied by such notice.

11. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

12. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

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

Enter:

Dated:

United States Bankruptcy Judge

Prepared by:

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

- and -

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

EXHIBIT 1

Engagement Letter

PERELLA
WEINBERG
PARTNERS

PERELLA WEINBERG PARTNERS
767 FIFTH AVENUE
PHONE: 212-287-3200
FAX: 212-287-3201

December 14, 2012

PERSONAL AND CONFIDENTIAL

Edison Mission Energy
3 MacArthur Place
Suite 100
Santa Ana, CA 92707
Attention: Maria Rigatti, Chief Financial Officer

Dear Ms. Rigatti

This letter agreement ("Agreement") confirms the terms under which Edison Mission Energy and each of its affiliates and subsidiaries (collectively, the "Company") has engaged Perella Weinberg Partners LP (together with its affiliates, "Perella Weinberg Partners," "we" or "us") as its financial advisor. For purposes hereof, the term "Company" includes affiliates and subsidiaries of the Company and any entity that the Company or its affiliates or subsidiaries may form or invest in and shall also include any successor to or assignee of all or a portion of the assets and/or businesses of the Company. The matters referred to in this letter constitute our "Engagement." This Agreement shall be effective as of the date hereto (the "Engagement Date").

1. Services to be Rendered. The financial advisory services provided by Perella Weinberg Partners shall include the following:

General Financial Advisory and Investment Banking Services. To the extent requested by the Company, we shall:

- (a) Familiarize ourselves with the business, operations, properties, financial condition and prospects of the Company;
- (b) Review the Company's financial condition and outlook;
- (c) Assist in the development of financial data and presentations to the Company's Board of Directors, various creditors, and other parties;

(d) Analyze the Company's financial liquidity and evaluate alternatives to improve such liquidity;

(e) Evaluate the Company's debt capacity and alternative capital structures;

(f) Participate in negotiations among the Company and its creditors, suppliers, lessors and other interested parties, including Edison International, with respect to any of the transactions contemplated by this Agreement;

(g) Advise the Company and negotiate with lenders with respect to potential waivers, consents, or amendments of various credit facilities and other debt obligations; and

(h) Provide such other advisory services as are customarily provided in connection with the analysis and negotiation of any of the transactions contemplated by this Agreement, as requested and mutually agreed.

Restructuring Services. To the extent requested by the Company, we shall:

(a) Analyze various Restructuring (as defined below) scenarios and the potential impact of these scenarios on the value of the Company and the recoveries of those stakeholders impacted by the Restructuring;

(b) Provide strategic advice with regard to restructuring or refinancing the Company's obligations;

(c) Provide financial advice and assistance to the Company in developing a Restructuring;

(d) In connection therewith, provide financial advice and assistance to the Company in structuring any new securities to be issued under a Restructuring;

(e) Assist the Company and/or participate in negotiations with entities or groups affected by the Restructuring; and

(f) Assist the Company in negotiations with the 8.56% holders of the Pass Through Certificates, Series B (the "Pass Through Certificates") issued pursuant to the Pass Through Trust Agreement B, dated as of August 17, 2000, by and between Midwest Generation, LLC ("MWG") and United States Trust Company of New York as pass-through trustee and PSEG Resources Inc. and Associates Capital Investments L.L.C. (the "Owner Lessors") with respect to a potential amendment or

overall restructuring of the Pass Through Certificates or the Facility Lease or other operative documents of the Powerton and Joliet facilities (any such amendment or restructuring, a “PoJo Amendment/Restructuring”).

For purposes of this Agreement, the term “Restructuring” means any recapitalization, modification or restructuring of the Company’s equity and/or debt securities and/or other indebtedness, obligations or liabilities (including partnership interests, lease obligations, trade credit facilities and/or contract or tort obligations), including pursuant to any Sale, or any repurchase, exchange, conversion, cancellation, forgiveness, retirement, plan, solicitation of consents, waivers, acceptances, authorizations and/or a modification or amendment to the terms, conditions or covenants thereof. For purposes of clarification, a “Restructuring” shall not include a PoJo Amendment/Restructuring, in and of itself (for which we shall receive a separate fee as set forth in Section 2(c)).

Financing Services. To the extent requested by the Company, we shall:

(a) Provide financial advice to the Company in structuring and effecting a Financing (as defined below), identify potential Investors (as defined below) and, at the Company’s request, contact and solicit such Investors; and

(b) Assist in the arranging of a Financing, including identifying potential sources of capital, assisting in the due diligence process, and negotiating the terms of any proposed Financing, as requested.

For purposes of this Agreement, the term “Financing” shall mean a private issuance, sale or placement of the equity, equity-linked or debt securities, instruments or obligations of the Company with one or more lenders and/or investors, or any loan or other financing, or a rights offering.

It is understood that nothing contained herein shall constitute an express or implied commitment by us to act in any capacity or to underwrite, place or purchase any financing or securities, which commitment shall only be set forth in a separate underwriting, placement agency or other appropriate agreement relating to the Financing.

Sale Services. To the extent requested by the Company, we shall:

(a) Provide financial advice to the Company in structuring, evaluating and effecting a Sale (as defined below), identify potential acquirers and, at the Company’s request, contact and solicit potential acquirers; and

(b) Assist in arranging and executing a Sale, including identifying potential buyers or parties in interest, assisting in the due

diligence process, and negotiating the terms of any proposed Sale, as requested.

For purposes of this Agreement, (x) the term “Sale” shall mean the disposition in one or a series of related transactions (i) of all or substantially all of the equity securities of the Company by the security holders of the Company or (ii) of all or substantially all of the assets or businesses of the Company or its subsidiaries, in either case, including through a sale or exchange of capital stock, options or assets, a lease of assets with or without a purchase option, a merger, consolidation or other business combination, a tender offer, the formation of a joint venture, partnership or similar entity, or any similar transaction (other than a Restructuring) and (y) the term “Asset Sale” shall mean the sale of one or more assets or other property of the Company in one or more transactions. The parties agree that multiple Asset Sales may occur.

Generally. Notwithstanding anything contained in this Agreement to the contrary, we shall have no responsibility for designing or implementing any initiatives to improve the Company’s operations, profitability, cash management or liquidity or to provide any fairness, valuation or solvency opinions or to make any independent evaluation or appraisal of any assets or liabilities of the Company or any other party. We make no representations or warranties about the Company’s ability to (i) successfully improve its operations, (ii) maintain or secure sufficient liquidity to operate its business, or (iii) successfully complete a Restructuring, Financing or Sale. We are retained under this Agreement solely to provide advice and services regarding the transactions contemplated by this Agreement. Our Engagement does not encompass providing “crisis management.”

The advisory services and compensation arrangements set forth in this Agreement do not encompass other investment banking services or transactions that may be undertaken by us at the request of the Company, or any other specific services not set forth in this Agreement. The terms and conditions of such investment banking services, including compensation and arrangements, would be set forth in a separate written agreement between us and the Company.

2. Compensation. As compensation for our services, the Company agrees to pay us in cash, by wire transfer of immediately available funds when due, the following fees (individually or collectively, “Fees”):

(a) a monthly financial advisory fee of \$200,000 (the “Monthly Fee”), commencing on the Engagement Date and payable in advance on the first day of each month; plus

(b) a Financing Fee equal to 1% of all of (i) the gross proceeds of securities of the Company sold to any third party, which third party is not a material existing stakeholder of the Company as of the Engagement Date, and/or (ii) the principal amount of each new loan, debt instrument, letter of credit commitment, revolver, or similar obligation, in each case

sold to or entered into by a third party that is not a material existing stakeholder of the Company as of the Engagement Date, and in each case sold or entered into during the pendency of a Restructuring (a “Debtor-in-Possession Financing”), upon the exit of a Restructuring (an “Exit Financing”) or thereafter and payable upon the closing of each such Financing (and for the avoidance of doubt, we shall be entitled to a Financing Fee for a Debtor-in-Possession Financing and any Exit Financing); provided that 50% of any such Financing Fees received by us shall be credited against the Restructuring Fee (if any). For the avoidance of doubt, if the same party consummates a Debtor-in-Possession Financing and an Exit Financing, we shall receive a fee for both such transactions; plus

(c) in the event of a PoJo Amendment/Restructuring, a PoJo Amendment/Restructuring Fee of \$2,500,000 (payable upon consummation of such restructuring); provided if the restructuring constitutes solely an amendment to the documents underlying the Pass Through Certificates, the PoJo Restructuring Fee will only be \$1,500,000 (and such fee shall be payable upon the effective date of such amendment(s)); and provided, further that 50% of the PoJo Amendment/Restructuring Fee actually paid to Perella Weinberg Partners will be credited against the Restructuring Fee; plus

(d) in the case of a Restructuring or a Sale, a Restructuring Fee of \$8,000,000, payable upon (i) the confirmation of a plan of reorganization with respect to a Restructuring or (ii) the consummation of a Sale, as applicable; plus

(e) in the case of any Asset Sale, fees to be mutually determined by the parties hereto which fees would be based on the nature of our services with respect to such Asset Sale, the results obtained and the custom and practice among investment bankers acting in similar circumstances.

3. Expenses. In addition to our fees for professional services, the Company agrees that it will promptly reimburse us for all of our customary, reasonable, out-of-pocket and documented expenses (“Expenses”), (including, but not limited to, professional and legal fees, charges and disbursements of our legal counsel, any sales, use or similar taxes (including additions to such taxes, if any) arising in connection with any matter referred to in this letter, travel and hotel expenses, printing costs, data processing and communication charges, research expenses and courier and postage services). The Company’s obligation to reimburse expenses incurred by us in connection with the Engagement will survive the completion or termination of the Engagement.

4. Indemnification. The Company acknowledges that we have been retained hereunder solely as an independent contractor and that nothing in this Agreement

or the nature of our services shall be deemed to create a fiduciary or agency relationship between us and the Company or its equity holder(s), employees or creditors. In order to induce us to accept the Engagement, the Company agrees to the indemnity, exculpation provisions and other matters set forth in Annex A, which forms a part of and is incorporated by reference into the Agreement. Prior to entering into any agreement or arrangement with respect to, or effecting, any proposed sale, exchange, dividend or other distribution or liquidation of all or a significant portion of its assets in one or a series of transactions or any significant recapitalization or reclassification of its outstanding securities that does not directly or indirectly provide for the assumption of the obligations of the Company set forth in Annex A, the Company will notify us in writing thereof (if not previously so notified) and, if requested by us, shall use its commercially reasonable efforts to arrange in connection therewith alternative means of providing for the obligations of the Company set forth in Annex A, including the assumption of such obligations by another party, insurance, surety bonds or the creation of an escrow, in each case, in an amount and upon terms and conditions reasonably satisfactory to us and the Company. The terms and provisions of this Section 4 and of Annex A shall survive the completion or termination of the Engagement.

5. Bankruptcy Court Approval. The Company shall use its reasonable efforts to seek an order authorizing our employment pursuant to the terms of this Agreement, as a professional person pursuant to, and subject to the standard of review of, Section 328(a) of title 11 of the United States Code (the "Bankruptcy Code"), the applicable Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and applicable local rules and orders and not subject to any other standard of review under Section 330 of the Bankruptcy Code. In so agreeing to seek our retention under Section 328(a) of the Bankruptcy Code, the Company acknowledges that it believes that our general restructuring experience and expertise, its knowledge of the capital markets and its merger and acquisition capabilities will inure to the benefit of the Company in pursuing any Transaction, that the value to the Company of our services derives in substantial part from that expertise and experience and that, accordingly, the structure and amount of the contingent Fees are reasonable regardless of the number of hours to be expended by our professionals in the performance of the services to be provided hereunder. The Company shall submit our employment application as soon as practicable following the Company's filing of a voluntary Chapter 11 case, or the entry of an order for relief in any involuntary case filed against the Company, and use its reasonable efforts to cause such application to be considered as soon as practicable consistent with the Bankruptcy Code, the Bankruptcy Rules and the applicable local rules and orders on the most expedited basis. The employment application and the proposed order authorizing our employment shall be provided to us as much in advance of any Chapter 11 filing as is practicable, and must be acceptable to us in our sole discretion. Following entry of the order authorizing our employment, the Company shall pay all Fees and Expenses due pursuant to this Agreement, as approved by the court having jurisdiction of the bankruptcy case involving the Company (the "Bankruptcy Court"), as promptly as possible in accordance with the terms of this Agreement and the order of such Bankruptcy Court, the Bankruptcy Code, the Bankruptcy Rules and applicable local

rules and orders, and will work with us to promptly file any and all necessary applications regarding such fees and expenses with the Bankruptcy Court. We shall have no obligation to provide services under this Agreement in the event that the Company becomes a debtor under the Bankruptcy Code unless our retention under this Agreement is approved under Section 328(a) of the Bankruptcy Code by final order of the Bankruptcy Court which is acceptable to us and which approves this Agreement in all material respects. If the order authorizing our employment is not obtained, or is later reversed, modified or set aside for any reason, we may terminate this Agreement, and the Company shall promptly reimburse us for all Fees and Expenses due hereunder, including any Fees due or to become due under the Tail Period (as defined below). Prior to commencing a Chapter 11 case, the Company shall pay all amounts then due and payable to us in cash. The terms of this Section are solely for our benefit, and may be waived, in whole or in part, only by us.

6. Expertise. The Company acknowledges and agrees that Perella Weinberg Partners' restructuring expertise as well as its capital markets knowledge, financing skills and mergers and acquisitions capabilities, some or all of which may be required by the Company during the term of our Engagement hereunder, were important factors in determining the amount of the various fees set forth herein, and that the ultimate benefit to the Company of our services hereunder could not be measured merely by reference to the number of hours to be expended by our professionals in the performance of such services. The Company also acknowledges and agrees that the various fees set forth herein have been agreed upon by the parties in anticipation that a substantial commitment of professional time and effort will be required of us and our professionals hereunder over the life of the Engagement, and in light of the fact that such commitment may foreclose other opportunities for us and that the actual time and commitment required of us and our professionals to perform their services hereunder may vary substantially from week to week or month to month, creating "peak load" issues for the firm. In addition, given the numerous issues which we may be required to address in the performance of our services hereunder, our commitment to the variable level of time and effort necessary to address all such issues as they arise, and the market prices for our services for engagements of this nature in an out-of-court context, the Company agrees that all of the fee arrangements specified herein are commercially reasonable.

7. Information; Cooperation. In connection with the Engagement, the Company will provide us with access to the Company's officers, directors, employees, accountants, legal advisors, and other representatives (collectively, "Representatives"), and will furnish us and cause its Representatives to furnish us with such information as we believe appropriate for the Engagement (all such information so furnished being the "Information"). The Company recognizes and confirms that we (i) will use and rely primarily on the Information and on information available from generally recognized public sources in performing its services without having independently verified the same and (ii) do not assume responsibility for the accuracy or completeness of the Information and such other information. The information to be furnished by the Company and its Representatives, when delivered, will be true and correct in all material respects and will

not contain any material misstatement of fact or omit to state any material fact necessary to make the statements contained therein not misleading. The Company will promptly notify us if it learns of any material inaccuracy or misstatement in, or material omission from, any Information theretofore delivered to us.

The Company agrees to cooperate with us in the performance of its services under this Agreement and shall provide us with timely access to and use of personnel, facilities, equipment, data and information to the extent necessary to permit us to perform services under this Agreement. In order to coordinate effectively the Company's and our activities to effect a Restructuring, PoJo Amendment/Restructuring, Financing, Asset Sale and/or Sale, or other transaction, the Company will promptly inform us of any pending or future discussions, negotiations or inquiries regarding a possible Restructuring, PoJo Amendment/Restructuring, Financing, Asset Sale and/or Sale (including any such discussions, negotiations or inquiries that have occurred in the six-month period prior to the date of this Agreement).

8. Work Product. All documents, materials or information of any kind created by us in connection with this engagement, including, without limitation, any written reports, memoranda, analyses, work papers or status summaries, whether or not delivered to the Company, are work product (collectively, "Work Product"). All Work Product shall be owned and maintained by us. You agree not to use any Work Product except in connection with any transaction contemplated by this Agreement or otherwise within the scope of the Engagement, and not for any other purpose. Our Work Product may not be relied upon by any other person including, but not limited to, any security holder, or employee or creditor of the Company, and may not be used or relied upon for any other purpose. You may not publicly disclose, summarize, excerpt from or otherwise refer to any Work Product rendered by us, whether formal or informal, without our prior written consent. For the avoidance of doubt, you may disclose to your Representatives any Work Product rendered by us without restriction; provided that the confidentiality obligations with respect to such information shall apply to any such Representative and you agree to be responsible for any breaches of such obligations by your Representatives.

9. Confidentiality. The Company may not publicly disclose, summarize, excerpt from or otherwise refer to any advice rendered by us, whether formal or informal, without our prior written consent; provided, however, that, if the Company is required, based on the advice of counsel, to disclose any advice rendered by us pursuant to Applicable Law (as defined in the confidentiality agreement entered into by Perella Weinberg Partners and the Company), the Company may disclose to the applicable authority or tribunal only that portion of such advice which such counsel advises is legally required to be disclosed, provided that the Company exercises reasonable efforts to preserve the confidentiality of such advice, including, without limitation, by cooperating with us to obtain a protective order or other reliable assurance that confidential treatment will be accorded such advice so disclosed. For the avoidance of doubt, you may disclose to your Representatives any advice rendered by us without restriction. In addition, the Company may not refer to our name or the terms of our

Engagement without our prior written consent (subject to compliance with Applicable Law as set forth in the proviso to the first sentence of this paragraph). The Company's obligations under this section will survive the completion or termination of the Engagement.

We will not be providing the Company with, and the Company will not look to us for, tax, legal, accounting or other similar advice and we agree that nothing in this Agreement is intended to impose any conditions of confidentiality within the meaning of Section 6111 of the Internal Revenue Code of 1986, as amended, or US Treasury Regulation Section 1.6011-4. The Company may disclose to any and all persons, without limitation of any kind, the United States tax treatment (federal, state and local) and tax structure of any transaction and all materials of any kind relating to such tax treatment and tax structure.

10. Termination. Our services hereunder may be terminated upon 30 days written notice with or without cause by you or by us at any time and without liability or continuing obligation to you or to us. Our services hereunder are deemed to terminate upon the payment of a Restructuring Fee or a Sale Fee, and no other fees will be due or payable after such termination. No termination of our Engagement or this Agreement shall modify or affect (i) the Company's obligation to pay our Fees and to pay or reimburse Expenses through the effective date of termination under Sections 2 and 3 of this Agreement, respectively, and (ii) the Company's obligations under Sections 4, 5, 8, 9, 10, 13, 14, 15, 16 and 17, all of which shall survive the termination of our Engagement; provided, however, that in the case of termination by you before the payment of a Restructuring Fee or Sale Fee, we shall be entitled to be paid the full amount of our Fees if, within one year of such termination (the "Tail Period"), (x) any Restructuring, PoJo Amendment/Restructuring, Financing, one or more Asset Sales or Sale is (or are) effected, or (y) the Company agrees to a Restructuring, PoJo Amendment/Restructuring, Financing, one or more Asset Sales or Sale is (or are) subsequently effected, at any time.

11. Other Perella Weinberg Partners Activities. Perella Weinberg Partners is a financial services firm engaged directly and through its affiliates in investment banking, financial advisory services, investment management, asset management and other advisory services and sponsors special purpose acquisition vehicles. The Company understands and acknowledges that in performing the Engagement we will not be under any duty to disclose to the Company, or use for the benefit of the Company, any confidential or non-public information obtained by us or our affiliates in the course of providing services to any other person or engaging in any other transaction (including as principal) or business activities.

12. Governing Law. All aspects of the relationship created by this Agreement (including Annex A) shall be governed by and construed in accordance with the laws of the State of New York, applicable to agreements made and to be performed entirely in such State. All actions and proceedings arising out of or relating to this Agreement shall be heard and determined exclusively in any New York state or federal

court sitting in the Borough of Manhattan of the City of New York, to whose jurisdiction the Company hereby irrevocably submits. The Company hereby irrevocably waives any defense or objection to the New York forum designated above. Perella Weinberg Partners and the Company (on its own behalf and, to the extent permitted by law, on behalf of its equity holders) waives all right to trial by jury in any action, suit, proceeding or counterclaim (whether based upon contract, tort or otherwise) related to or arising out of the Engagement or the performance by us of the services contemplated by this Agreement.

13. Assignment; Severability. No party hereto may assign, transfer or delegate any of its rights or obligations without the prior written consent of the other parties, such consent not to be unreasonably withheld. In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable by a court of competent jurisdiction (not subject to further appeal), then the remainder of this Agreement shall not be affected, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14. Public Announcements. The Company acknowledges that we may, after prior written notice to the Company, at our option and expense, and after public announcement of a Restructuring, PoJo Amendment/Restructuring, Financing, Asset Sale and/or Sale, place announcements and advertisements or otherwise publicize such Restructuring, Financing, Asset Sale and/or Sale and our role in it (which may include the reproduction of the Company's logo and a hyperlink to the Company's website) on our internet website and in such financial and other newspapers and journals as we may choose, stating that we acted as financial advisor to the Company in connection with the Restructuring, PoJo Amendment/Restructuring, Financing, Asset Sale and/or Sale.

15. Regulation Relating to Client Identification. Federal law and regulations require financial institutions to obtain, verify and record information that identifies each person with whom they do business prior to doing such business and to provide reasonable notice to such persons that the financial institution is verifying such person's identity. Accordingly, the Company will provide us, as necessary and upon request, certain identifying information, including, but not limited to, a government-issued identification number (e.g., a U.S. taxpayer identification number) and certain other information or documents necessary to verify the Company's identity, such as certified corporate documentation, partnership agreement or trust instrument.

16. Co-Advisors. It is understood that no Indemnified Person, as defined herein in Annex A, shall have any responsibility or liability to the Company or its affiliates or any other party in connection with the advice, opinions or actions of any other advisors engaged by the Company, and further, no Indemnified Person or any such other advisor shall have any responsibility or liability to each other in connection with the advice or opinions rendered by such party in connection with the Engagement.

17. Limitation on Actions. No action, regardless of form, arising out of or relating to the Engagement, may be brought by you more than one year after discovery of a potential cause of action.

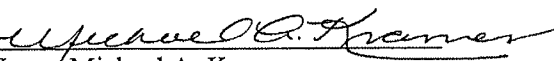
18. Entire Agreement; Amendments. This Agreement, including Annex A, constitutes the entire agreement between us and the Company with respect to the Engagement and supersedes all other oral and written representations, understandings or agreements relating to this Engagement. No alteration, waiver, amendment, change or supplement hereto shall be binding or effective unless the same is set forth in writing signed by a duly authorized representative of each party.

You acknowledge the Company's agreement with the terms stated herein, and acknowledge that you have reviewed and agreed to be bound by the terms of this Agreement, and that you have all requisite power and authority to enter into this Agreement on behalf of the Company, and have been duly and validly authorized to do so, as evidenced by your signature below. Facsimile signatures shall be deemed original, binding signatures.

We are delighted to accept the Engagement and look forward to working with you on this assignment. Please confirm your agreement to the foregoing by signing and returning to us the enclosed duplicate of this letter.


Very truly yours,

PERELLA WEINBERG PARTNERS LP

By: 
Name: Michael A. Kramer
Title: Partner

Agreed and accepted as of
the date set forth above:

EDISON MISSION ENERGY

By: 
Name: Maxine J. Davis
Title: SVP, CFO

Annex A

The Company agrees to indemnify and hold harmless Perella Weinberg Partners and its affiliates and its and their respective officers, directors, partners, members, employees, consultants and agents and each other person, if any, controlling Perella Weinberg Partners or any of its affiliates (Perella Weinberg Partners and each such other person being an “Indemnified Person”) from and against any losses, claims, damages or liabilities (“Liabilities”) related to, or arising out of or in connection with our engagement or any matter referred to in the Agreement to which this indemnity is annexed (the “Engagement”), and will reimburse each Indemnified Person for all reasonable, documented, and out-of-pocket expenses (including fees, charges and disbursements of outside counsel) as they are incurred in connection with investigating, preparing, pursuing or defending any action, claim, suit, investigation or proceeding related to, arising out of or in connection with the Engagement, whether or not pending or threatened and whether or not any Indemnified Person is a party; provided, however, that the Company will not be responsible for any Liabilities (or expenses relating thereto) that are finally judicially determined to have resulted primarily from the bad faith, gross negligence or willful misconduct of any Indemnified Person. The Company also agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with the Engagement, except for any Liabilities incurred by the Company that are finally judicially determined to have resulted primarily from the gross negligence or willful misconduct of such Indemnified Person and Perella Weinberg Partners agrees to promptly reimburse the Company for any expenses advanced by the Company to an Indemnified Person to the extent such expenses are attributable to Liabilities with respect to which the Indemnified Person is not entitled to indemnification under the terms hereof as a result of a final judicial determination as to its bad faith, willful misconduct or gross negligence.

If any action, claim, suit, litigation, proceeding or investigation (collectively, a “Claim”) is instituted or threatened against Perella Weinberg Partners or another Indemnified Person in respect of which indemnity may be sought against the Company hereunder, Perella Weinberg Partners shall promptly notify the Company thereof in writing. Perella Weinberg Partners’ failure to so notify the Company, however, shall relieve the Company from the obligation to indemnify any Indemnified Person hereunder only to the extent that the Company is actually materially prejudiced thereby. The Company shall be entitled to assume and direct the defense of all Indemnified Persons in connection with the Claim, using counsel chosen by the Company and consented to by Perella Weinberg Partners, which consent shall not be unreasonably withheld or delayed so long as the Company acknowledges that the Claim is a claim against which the applicable Indemnified Persons are entitled to indemnification as described hereunder; provided, however, that the Company shall not be entitled to assume the defense of any Claim that (i) relates to, or arises out of, any criminal proceeding against an Indemnified Person; provided that if the Company or any of its Affiliates is also the subject of such criminal proceeding, the Company shall be allowed to participate in the defense of the claim, or (ii) involves a Claim seeking injunctive or equitable relief against any Indemnified Person or its affiliates; provided that if the Claim also seeks injunctive or equitable relief against the Company or any of its Affiliates, the Company shall be entitled to participate in, and the Company and the Indemnified Persons shall jointly control, the defense of such Claim. Notwithstanding the Company’s decision to assume and direct the defense of any Claim, (x) its right to enter into any settlement of the Claim shall be limited as set forth below in this paragraph of this Annex A, and (y) the Indemnified Person shall have the right to employ separate counsel at its own expense and to participate in the defense of the Claim; provided that if the defendants in or targets of any such action or proceeding include both an Indemnified Person and the Company and such Indemnified Person is advised in writing by counsel that there are legal defenses available to it or other Indemnified Persons that are different from or in addition to those available to the Company, then Perella Weinberg Partners shall have the right to select separate counsel consented to by the Company, which consent shall not be unreasonably withheld or delayed, to participate in the defense of such Claim and the Company shall reimburse Perella Weinberg Partners or any other Indemnified Person, as applicable, the reasonable expense of such separate counsel; provided that the Company shall only be required to reimburse the expense of one such separate counsel (in addition to local counsel) for all Indemnified Persons. The Company, or any of its affiliates, will not, without Perella Weinberg Partners’ prior written consent, settle, compromise, consent to the entry of any

judgment in or otherwise seek to terminate any Claim in respect of which indemnification, reimbursement or contribution may be sought hereunder (whether or not any Indemnified Person is a party thereto) without the consent of each Indemnified Person, such consent not to be unreasonably withheld, conditioned or delayed, unless such settlement, compromise, consent or termination includes a full release of each Indemnified Person from any and all liabilities arising out of such Claim. No Indemnified Person seeking indemnification, reimbursement or contribution under this Annex A will, without the Company's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Claim referred to in the preceding paragraph.

If the indemnification provided for in the first paragraph of this Annex A is judicially determined to be unavailable (other than in accordance with the terms hereof, including, for the avoidance of doubt, in respect of Liabilities (or expenses related thereto) that are finally judicially determined to have resulted primarily from the bad faith, willful misconduct, or gross negligence of an Indemnified Party) to an Indemnified Person in respect of any Liabilities referred to herein, then, in lieu of indemnifying such Indemnified Person hereunder, the Company shall contribute to the amount paid or payable by such Indemnified Person as a result of such losses, claims, damages or liabilities (and expenses relating thereto) (a) in such proportion as is appropriate to reflect the relative benefits to Perella Weinberg Partners, on the one hand, and the Company, on the other hand, of the Engagement or (b) if the allocation provided by clause (a) above is not available, in such proportion as is appropriate to reflect not only the relative benefits referred to in such clause (a) but also the relative fault of each of Perella Weinberg Partners and the Company, as well as any other relevant equitable considerations; provided, however, to the extent permitted by law, in no event shall Perella Weinberg Partners' aggregate contribution to the amount paid or payable exceed the aggregate amount of fees actually received by Perella Weinberg Partners under this letter. For the purposes of this Annex A, the relative benefits to Perella Weinberg Partners and the Company of the Engagement shall be deemed to be in the same proportion as (i) the fees paid or to be paid to Perella Weinberg Partners under this letter, bears to (ii) the total value paid or contemplated to be paid to or received or contemplated to be received by the Company or its stockholders, as the case may be, in the transaction or transactions that are the subject of the Engagement, whether or not any such transaction is consummated.

EXHIBIT B

Cofsky Declaration

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)
)	

**DECLARATION OF KEVIN COFSKY IN
SUPPORT OF THE APPLICATION OF THE DEBTORS FOR
ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT
AND RETENTION OF PERELLA WEINBERG PARTNERS AS
INVESTMENT BANKER AND FINANCIAL ADVISOR FOR THE DEBTORS
AND DEBTORS IN POSSESSION NUNC PRO TUNC TO THE PETITION DATE**

I, Kevin Cofsky, being duly sworn, state the following under penalty of perjury.

1. I am a Managing Director of Perella Weinberg Partners LP (“PWP”). I am duly authorized to make this declaration (the “Declaration”) on behalf of PWP and submit this Declaration in accordance with sections 327(a) and 328(a) of title 11 of the United States Code (the “Bankruptcy Code”) and Rules 2014(a) and 5002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) in connection with the application (the “Application”) of the above-captioned debtors and debtors-in-possession (the “Debtors”), seeking an order approving the retention of PWP as investment banker and financial advisor pursuant to 11 U.S.C. §§ 327(a) and 328(a) and effective as of the Petition Date. Unless otherwise stated in this Declaration, I

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.

have personal knowledge of the facts set forth herein and, if called as a witness, I would testify thereto. To the extent that any information disclosed herein requires subsequent amendment or modification upon PWP's completion of further analysis or as additional creditor information becomes available to it, one or more supplemental declarations will be submitted to the court reflecting the same.

PWP's Qualifications

2. I believe that PWP and the professionals it employs are uniquely qualified to advise the Debtors in the matters for which PWP is proposed to be employed.

3. PWP, together with its affiliates (the "Firm") is a global financial services firm that provides corporate advisory and asset management services. The Firm is headquartered at 767 Fifth Avenue, New York, New York 10153, and has offices located in London, Austin, Abu Dhabi, Beijing, San Francisco, Denver, and New York.

4. The Firm is a financial services firm providing corporate advisory and asset management services to clients around the world. Today, in its London, Austin, Abu Dhabi, Beijing, San Francisco, Denver, and New York offices, PWP and its affiliates comprises over 400 employees recruited from a wide variety of leading financial institutions.

5. PWP has agreed to provide investment banking and financial advisory services to the Debtors in the above-captioned chapter 11 cases pursuant to the terms and conditions of that certain engagement letter, dated December 14, 2012, annexed as **Exhibit 1** to **Exhibit A** attached to the Application, (including the exhibits thereto, the "Engagement Letter"), including the indemnification and contribution provisions set forth therein. PWP has been working closely with the Debtors since July 2011, and PWP has become intimately familiar with the Debtors' business, affairs, assets, and contractual arrangements. In this capacity, members of PWP have worked closely with the Debtors in analyzing the Debtors' financial positions and assisting the

Debtors in evaluating various restructuring alternatives. Accordingly, PWP has the necessary background to deal effectively and efficiently with many financial issues and problems that may arise in the context of the chapter 11 cases.

6. In addition to PWP's understanding of the Debtors' financial history, business operations, and the industry in which they operate, PWP and its senior professionals have extensive experience in the reorganization and restructuring of troubled companies, both out-of-court and in chapter 11 cases. PWP's employees have advised debtors, creditors, equity constituencies, and government agencies in many complex financial reorganizations. In particular, PWP has provided services to debtors and other constituencies in numerous chapter 11 cases, including, among others, In re Hawker Beechcraft, Inc., No. 12-11873 (SMB) (Bankr. S.D.N.Y. May 30, 2012); In re AMR Corp., No. 11-15463 (SHL) (Bankr. S.D.N.Y. Mar. 26, 2012); In re Hostess Brands, Inc., No. 12-22052 (RDD) (Bankr. S.D.N.Y. Jan. 27, 2012); In re Loehmann's Holdings, Inc., No. 10-16077 (REG) (Bankr. S.D.N.Y. Dec. 15, 2010); In re Boston Generating, LLC, No. 10-14419 (SCC) (Bankr. S.D.N.Y. Oct. 20, 2010); In re Panolam Holdings Co., No. 09-13889 (MFW) (Bankr. D. Del. Dec. 9, 2009); In re Accuride Corp., No. 09-13449 (BLS) (Bankr. D. Del. Nov. 2, 2009); In re Masonite Corp., No. 09-10844 (PJW) (Bankr. D. Del. Apr. 14, 2009).

Services to be Provided

7. As further set forth in the Engagement Letter, the Debtors have requested that PWP serve as investment banker and financial advisor during the chapter 11 cases to perform a broad range of services (the "Restructuring Services") on behalf of the Debtors, which include, to the extent requested by the Debtors, each of the following:²

² Capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Engagement Letter.

- a. **General Advisory and Investment Banking Services.** PWP may perform a variety of general advisory and investment banking services including: (i) familiarizing themselves with the Debtors' business operations, properties, financial condition, and prospects; (ii) reviewing the Debtors' financial condition, and outlook; (iii) assisting in the development of financial data and presentations to the Debtors' Board of Directors, various creditors, and other parties; (iv) analyzing the Debtors' financial liquidity and evaluating alternatives to improve such liquidity; (v) evaluating the Debtors' debt capacity and alternative capital structures; (vi) participating in negotiations among the Debtors and their creditors, suppliers, lessors, and other interested parties with respect to any of the transactions contemplated by the Engagement Letter; (vii) advising the Debtors and negotiating with lenders with respect to potential waivers or amendments of various credit facilities and other debt obligations; and (viii) providing such other advisory services as are customarily provided in connection with the analysis and negotiation of any of the transactions contemplated by the Engagement Letter; and
- b. **Restructuring Services.** PWP may perform a variety of restructuring services including: (i) analyzing various Restructuring³ scenarios and the potential impact of such scenarios on the value of the Debtors and the recoveries of stakeholders impacted by a Restructuring; (ii) providing strategic advice with respect to restructuring or refinancing some or all of the Debtors' obligations; (iii) providing financial advice and assistance to the Debtors in developing a Restructuring; (iv) providing financial advice and assistance to the Debtors in structuring any new securities to be issued under a Restructuring; (v) assisting the Debtors and/or participating in negotiations with entities or groups affected by a Restructuring and (vi) assisting the Company in negotiations with the 8.56% holders of the Pass Through Certificates, Series B (the "Pass Through Certificates") issued pursuant to the Pass Through Trust Agreement B, dated as of August 17, 2000, by and between Midwest Generation, LLC ("MWG") and United States Trust Company of New York as pass-through trustee and PSEG Resources Inc. and Associates Capital Investments L.L.C. (the "Owner Lessors") with respect to a potential amendment or overall restructuring of the Pass Through Certificates or the Facility Lease or other operative documents of the Powerton and Joliet Facilities (any such amendment or restructuring, a "PoJo Amendment/Restructuring"); and

³ For purposes of the Engagement Letter, the term "Restructuring" means any recapitalization, modification or restructuring of the Company's equity and/or debt securities and/or other indebtedness, obligations or liabilities (including partnership interests, lease obligations, trade credit facilities and/or contract or tort obligations), including pursuant to any Sale, or any repurchase, exchange, conversion, cancellation, forgiveness, retirement, plan, solicitation of consents, waivers, acceptances, authorizations and/or a modification or amendment to the terms, conditions or covenants thereof. For the avoidance of doubt, a PoJo Amendment/Restructuring will not, in and of itself constitute a Restructuring.

- c. **Financing Services.** PWP may perform certain financing services including: (i) providing financial advice to the Debtors in structuring and effecting a Financing,⁴ identifying potential investors, and contacting and soliciting such Investors; and (ii) assisting in the arranging of a Financing, including identifying potential sources of capital, assisting in the due diligence process, and negotiating the terms of any proposed Financing; and
- d. **Sale Services.** PWP may perform certain sale services including: (i) providing financial advice to the Debtors in structuring, evaluating, and effecting a Sale,⁵ identifying potential acquirers, and contacting and soliciting potential acquirers; and (ii) assisting in the arranging and executing a Sale, including identifying potential buyers or parties in interests, assisting in the due diligence process, and negotiating the terms of any proposed Sale.

8. To the extent the Debtors request PWP to perform additional services not contemplated by the Engagement Letter, such services and the fees for such services will be mutually agreed upon by PWP and the Debtors, in writing, in advance. In the event such amendment to the Engagement Letter occurs, the revisions will be subject to the Court's review upon proper application by the Debtors.

No Duplication of Services

9. It is necessary that the Debtors employ PWP to render the foregoing professional services. PWP believes that the services will not duplicate the services that other professionals will be providing the Debtors in the chapter 11 cases. Specifically, PWP will carry out unique functions and will use reasonable efforts to coordinate the Debtors and their professionals retained in the chapter 11 cases to avoid the unnecessary duplication of services.

⁴ For purposes of the Engagement Letter the term "Financing" means a private issuance, sale or placement of the equity, equity-linked or debt securities, instruments or obligations of the Debtors with one or more lenders and/or investors, or any loan or other financing, or a rights offering.

⁵ For purposes of the Engagement Letter, the term "Sale" means the disposition in one or a series of related transactions (i) of equity securities of the Debtors by the security holders of the Debtors or (ii) of assets or businesses of the Debtors or its subsidiaries, in either case, including through a sale or exchange of capital stock, options or assets, a lease of assets with or without a purchase option, a merger, consolidation or other business combination, a tender offer, the formation of a joint venture, partnership or similar entity, or any similar transaction (other than a Restructuring).

Professional Compensation

10. Investment bankers such as PWP do not typically charge for their services on an hourly basis. Instead, they customarily charge a monthly advisory fee plus an additional fee that is contingent upon the occurrence of a specified type of transaction. The Engagement Letter follows this custom in the investment banking industry, and sets forth the monthly and transaction-based fees that are to be payable to PWP.

11. PWP intends to apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtors' chapter 11 cases, subject to the Court's approval and in compliance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules of the United States Bankruptcy Court for the Northern District of Illinois (the "Local Rules"), guidelines established by the Office of the United States Trustee for the Northern District of Illinois (the "U.S. Trustee") and any other applicable procedures and orders of the Court and consistent with the proposed compensation set forth in the Engagement Letter.

12. As set forth more fully in the Engagement Letter, and subject in its entirety to the terms set forth in the Engagement Letter, PWP will be compensated for their services, subject to Court approval, in the following manner (the "Fee Structure"):

- a. **Monthly Fee** — Beginning on the day of the Engagement Letter's execution, and continuing on each monthly anniversary of that date for every month thereafter during the term of PWP's engagement, an advance monthly fee of \$200,000 per month (the "Monthly Fee").
- b. **Financing Fee** — A fee equal to 1% of all of (i) the gross proceeds of securities of the Debtors sold to any third party, which third party is not a material existing stakeholder of the Company as of the Engagement Date, and/or (ii) the principal amount of each new loan, debt instrument, letter of commitment, revolver, or similar obligation, in each case sold to or entered into by a third party that is not a material existing stakeholder of the Debtors as of the Engagement Date, and in each case sold or entered into during the pendency of a Restructuring (a "Debtor-in-Possession").

Financing”), upon the exit of a Restructuring (an “Exit Financing”) or thereafter and payable upon the closing of each such Financing (and for the avoidance of doubt, PWP shall be entitled to a Financing Fee for a Debtor-in-Possession Financing and any Exit Financing); provided that 50% of any such Financing Fees received by PWP shall be credited against the Restructuring Fee (if any).

- c. **PoJo Amendment/Restructuring Fee** — In the event of a PoJo Amendment/Restructuring, PWP will be paid a PoJo Amendment/Restructuring Fee of \$2,500,000 (payable upon consummation of such restructuring); provided if the restructuring constitutes solely an amendment to the documents underlying the Pass Through Certificates, the PoJo Restructuring Fee will only be \$1,500,000 (and such fee shall be payable upon the effective date of such amendment(s)); and provided, further that 50% of the PoJo Amendment/Restructuring Fee actually paid to PWP will be credited against the Restructuring Fee.
- d. **Restructuring/Sale Fee** — In the case of a Restructuring or a Sale, a Restructuring Fee of \$8,000,000, payable upon (i) the confirmation of a plan of reorganization with respect to a Restructuring or (ii) the consummation of a Sale, as applicable
- e. **Asset Sale Fee** — In the case of any Asset Sale, fees to be mutually determined by the Debtors and PWP, which fees would be based on the nature of PWP’s services with respect to such Asset Sale, the results obtained and the custom and practice among investment bankers acting in similar circumstances.⁶

13. The Engagement Letter also states that the Debtors shall reimburse PWP for all customary, reasonable, out-of-pocket, and documented expenses, which are incurred in connection with the performance of its services hereunder (the “Expense Structure”), including (a) the fees and expenses of PWP’s legal counsel, (b) any sales, use, or similar taxes (including additions to such taxes, if any) arising in connection with any matter referred to in the Engagement Letter, and (c) reasonable disbursements of PWP’s travel and hotel expenses, printing costs, data processing and communication charges, research expenses, and courier and postage services (collectively, the “Expenses”).

⁶ For purposes of the Engagement Letter, the term “Asset Sale” shall mean the sale of one or more assets or other property of the Debtors in one or more transactions. Multiple Asset Sales may occur.

14. PWP does not have any prepetition claim against the Debtors.

15. PWP believes that the Fee Structure is comparable to those generally charged by financial advisory and investment banking firms of similar stature to PWP for comparable engagements, both in and out of bankruptcy proceedings, and reflects a balance between a fixed, monthly fee, and a contingency amount which are tied to the consummation and closing of the transactions and services contemplated by the Debtors and PWP in the Engagement Letter.

16. The hours worked, the results achieved, and the ultimate benefit to the Debtors of the work performed by PWP in connection with this engagement may vary and PWP has taken this into account in setting the above fees.

17. PWP's restructuring capabilities, as well as its capital markets knowledge and financing skills, some or all of which may be required by the Debtors during the time of PWP's engagement hereunder, were important factors to PWP in determining the Fee Structure, and PWP believes that the ultimate benefit to the Debtors of PWP's services hereunder cannot be measured merely by reference to the number of hours to be expended by PWP's professionals in the performance of such services.

18. PWP also acknowledges that the Fee Structure has been agreed upon by the parties in anticipation that a substantial commitment of professional time and effort will be required of PWP and its professionals hereunder and in light of the fact that (a) such commitment may foreclose other opportunities for PWP and (b) the actual time and commitment required of PWP and its professionals to perform its services hereunder may vary substantially from week to week and month to month, creating "peak load" issues for PWP.

19. In light of the foregoing, and given the numerous issues that PWP may be required to address in the performance of its services hereunder, PWP's commitment to the

variable level of time and effort necessary to address all such issues as they arise and the market prices for PWP's services for engagements of this nature both out-of-court and in a chapter 11 context, PWP believes that the Fee Structure is market-based, fair, and reasonable under the standards set forth in section 328(a) of the Bankruptcy Code.

20. Furthermore, PWP will seek all compensation in accordance with the applicable provisions the Bankruptcy Code, the Bankruptcy Rules, pursuant to the U.S. Trustee Chapter 11 Guidelines for the Northern District of Illinois, and orders of the Court, and shall not be subject to the standard of review under section 330 of the Bankruptcy Code other than as set forth in the proposed form of order filed herewith.

Record Keeping

21. It is not the general practice of investment banking firms, including PWP, to keep detailed time records similar to those customarily kept by attorneys. Notwithstanding the foregoing, PWP intends to file interim and final fee applications for the allowance of compensation for services rendered and reimbursement of expenses incurred in accordance with applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any applicable orders of the Court. Because PWP does not ordinarily maintain contemporaneous time records in one-tenth hour (0.1) increments or provide or conform to a schedule of hourly rates for its professionals, PWP should, pursuant to Local Rule 5082-1(C), be excused from compliance with such requirements and should be required only to maintain time records in one-hour (1) increments setting forth, in a summary format, a description of the services rendered by each professional and the amount of time spent on each date by each such individual in rendering services on behalf of the Debtors.

Indemnification and Contribution Provisions

22. The Debtors also agreed to certain indemnification and contribution provisions described in the Engagement Letter and Annex A thereto (the “Indemnification Provisions”). The Indemnification Provisions provide that the Debtors will (a) indemnify and hold harmless PWP and its affiliates, and their respective officers, directors, partners, members, employees, consultants, agents, and controlling persons (collectively the “Indemnified Persons”), to the fullest extent lawful, from and against any and all losses, claims, damages, or liabilities, related to, arising out of or in connection with, PWP’s engagement under the agreement, or any matter referred to in the Engagement Letter and (b) to reimburse each Indemnified Person for reasonable, documented, and out-of-pocket expenses (including fees, charges, and disbursements of outside counsel) as they are incurred, in connection with investigating, preparing, pursuing, or defending any action, claims, suit, investigation, or proceeding, related to, arising out of, or in connection with this engagement, whether or not pending or threatened and whether or not any Indemnified Person is a party. However, the Debtors shall not be liable under such foregoing indemnity and reimbursement agreement to the extent of any loss, claim, damage, or liability which is finally judicially determined by a court of competent jurisdiction to have primarily resulted from the willful misconduct, bad faith, or gross negligence of an Indemnified Person.

23. In addition, if the Indemnification Provisions are held to be unavailable (other than in accordance with the terms of the Engagement Letter) by any court, the Engagement Letter allocates contribution obligations based on the relative benefits and faults of PWP and Debtors, subject to a limitation on PWP’s aggregate liability in the amount of its fees received under the Engagement Letter.

24. The indemnity, reimbursement, and other obligations and agreements of the Debtors set forth in the Engagement Letter: (a) shall apply to any services provided by PWP in connection with this engagement prior to the date of the Engagement Letter and to any modifications of the Engagement Letter; (b) shall be in addition to any obligation or liability which the Debtors may otherwise have to any Indemnified Person; (c) shall remain operative and in full force and effect regardless of any investigation made by or on behalf of the Debtors or any Indemnified Person or any person controlling any of them; and (d) shall survive the completion of the services described in, and any expiration or termination of the relationship established by the Engagement Letter.

25. PWP believes the Indemnification Provisions reflected in the Engagement Letter are customary and reasonable terms of consideration for investment bankers such as PWP for proceedings both out of court and in chapter 11. The terms of the Engagement Letter were fully negotiated between the Debtors and PWP at arm's-length and PWP respectfully submits that the Engagement Letter is reasonable and in the best interests of the Debtors, their estates, and creditors.

PWP's Disinterestedness

26. In connection with the preparation of this Declaration, Perella conducted a review of its conflicts check systems of the list of potential parties in interest (the "Interested Parties") that Perella received from the Debtors' master conflicts list, a copy of which is attached hereto as **Exhibit 1**.

27. In connection with the preparation of this Declaration, PWP conducted a review, employing the procedures and methodology described more fully below (such review, the "Conflicts Search"), of relationships between PWP and the list of potential parties in interest (the "Parties in Interest") that Perella received from the Debtors' master conflicts list, a copy of

which is attached hereto as **Exhibit 1**. Based on the results of the Conflicts Search conducted to date, to the best of my knowledge, neither myself, PWP nor any of its principals, partners, members, or professionals (collectively, the “Professionals”), insofar as I have been able to ascertain based on the procedures employed in the Conflicts Search (a) have any connection with the Debtors, any of the Parties in Interest, or the U.S. Trustee, or any person employed in the Office of the U.S. Trustee or (b) represents an interest that is materially adverse to the interest of the Debtors’ estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in, the Debtors or for any other reason of which I know or about which I have been informed, with respect to the services to be performed pursuant to the Engagement Letter, except as disclosed or otherwise described herein.

28. To the best of my knowledge, and based on the results of the Conflicts Search, PWP is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, in that, except as otherwise set forth herein, its Professionals:

- a. are not creditors, equity security holders or insiders of the Debtors;
- b. are not and were not, within two years before the date of the filing of the Debtors’ chapter 11 petitions, a director, officer or employee of the Debtors; and
- c. do not have an interest materially adverse to the interest of the estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in the Debtors, or for any other reason.

29. Some of PWP’s Professionals, in connection with their employment before joining PWP, appeared or were engaged in cases, proceedings, and transactions involving attorneys, accountants, investment bankers, and financial consultants, some of which may represent claimants and Parties in Interest.

30. As part of PWP's diverse business, PWP appears or may appear in cases, proceedings, and transactions involving attorneys, accountants, investment bankers, and financial consultants, some of which may represent claimants and Parties in Interest. Further, PWP (including its Professionals through their prior employment) has in the past, and may in the future, be represented by several attorneys and law firms in the legal community, some of whom may be involved in the chapter 11 cases. In addition, PWP (including its Professionals through their prior employment) has in the past and will likely in the future be working with or against other professionals involved in the chapter 11 cases in matters unrelated to the chapter 11 cases. To the best of my knowledge, none of these business relations constitute interests materially adverse to the Debtors in matters upon which PWP is to be engaged in the chapter 11 cases.

31. PWP (including its Professionals through their prior employment) may have in the past represented, may currently represent, and likely in the future will represent, Parties in Interest of the Debtors in connection with matters unrelated to the Debtors and the chapter 11 cases (except as described below). In addition, PWP makes the following specific disclosures.

- a. As noted above, prior to commencement of the chapter 11 cases, PWP was engaged by Debtors to provide financial advisory services to Debtors described above.
- b. The Firm raised funds from twelve strategic investors (collectively, the "Investors") to establish its operations and to invest in the various investment vehicles established by the Firm in its asset management business. Some of the Investors may be Parties in Interest. None of the Investors participate in the management of, and such Investors have no control over, PWP. To the best of my knowledge, none of these business relations constitutes interests materially adverse to the Debtors in matters upon which PWP is to be engaged in the chapter 11 cases.
- c. Some of the Firm's Professionals have assets managed by financial advisors or hold mutual funds which are managed by third party fund managers. Neither the Firm nor its Professionals have any control over the investments in such funds, including investment purchases, sales, and the timing of such activities. Securities of the Debtors or Parties in Interest may be held through the foregoing investments. In addition,

certain Professionals may hold securities of Parties in Interest or their affiliates in the ordinary course.

- d. The Firm provides corporate advisory, private placement, and asset management services to clients and investors around the world (collectively, the “Clients”). The corporate advisory practice (the “Advisory Practice”) provides Clients with strategic advice, including advice related to mergers and acquisitions and financial restructurings. The private placement practice (“Private Placement Practice”) assists Clients with the private placement of equity, equity-linked, or debt securities. The Advisory Practice and Private Placement Practice are collectively referred to herein as the “Advisory Services.” The Firm does not underwrite securities, engage in proprietary or customer-related sales and trading activities, or sell other financial products. As described more fully below, the Firm has an asset management business that offers multiple investment vehicles (the “Investment Services”) to Clients. Some Advisory Services and Investment Services Clients and Professionals may be Parties in Interest or have a business relationship or potential business relationship with Parties in Interest or their affiliates.
- e. The Firm maintains internal procedures designed to preclude the dissemination of material non-public, confidential, and proprietary information from Professionals who are providing Advisory Services on the one hand, to Professionals providing Investment Services on the other hand (the “Confidentiality Procedures”). The Confidentiality Procedures include the following protections. The Investment Services business units engaging in the investment activities referred to herein (the “Investment Practice”) are separate legal entities from the Advisory Services business unit that will be providing services to the Debtors in the chapter 11 cases. None of the PWP professionals who will directly provide services to the Debtors in the chapter 11 cases will be involved in any of the investment activities of the Investment Practices. Perella Weinberg Partners Group LP (the “PWP Group”) is the parent company of PWP, and PWP Group’s Global Policies on Use of Confidential Information (the “Information Barrier Policies”) apply equally to each subsidiary of PWP Group, including PWP. Pursuant to the Information Barrier Policies, PWP has established and maintains internal information barrier policies and procedures between its Advisory Practice and Investment Practice. PWP professionals, including those advising the Debtors (i) receive training with respect to the Information Barrier Policies and are required to certify annually that they have read, understood, and complied with the Information Barrier Policies; (ii) may not directly or indirectly share any material, non-public information generated by, received from or relating to the Debtors or the chapter 11 cases with any employees, representatives or agents solely involved in the Investment Practice, except if such employees, representatives, or agents need to know such information for purposes of advising or assisting the Debtors, and (iii) work in offices that

are physically separated from the Investment Practice, and access to each practice's location is restricted by key card access. Furthermore, PWP Group's Law and Compliance Department regularly reviews the Investment Practice's investment transactions in monitoring the Information Barrier Policies and maintains records of such reviews; and periodically monitors a sampling of emails (including those of PWP professionals advising the Debtors in the chapter 11 cases) for, among other things, compliance with the Information Barrier Policies. Accordingly, pursuant to U.S. securities law, no material non-public, confidential, and proprietary information concerning the Debtors will be used by the Firm in trading securities.

- f. Notwithstanding the foregoing, the PWP professionals advising the Debtors in the chapter 11 cases may share information with (i) senior management of the Firm who, due to their duties and responsibilities, have a legitimate need to know such information, provided that such individuals (a) otherwise comply with the Information Barrier Policies described in the previous paragraph of this Declaration and (b) use such information solely in connection with their managerial responsibilities; (ii) regulatory and other similar authorities; and (iii) Legal, Compliance, Finance, Accounting and other shared internal control functions within PWP Group that need to know such information for purposes of carrying out their functions.
- g. In connection with its Investment Services, affiliates of PWP may in the future serve as general partners for and manage a number of investment vehicles (collectively, the "PWP Funds"). The investors in the PWP Funds will be some or all of the Investors and principally unrelated third parties (and may include Parties in Interest), but also may include affiliates of PWP and various of its Professionals, potentially including Professionals working on the chapter 11 cases. Some of these Professionals, including Professionals working on the chapter 11 cases, may be limited partners in the PWP Funds. In their capacity as limited partners, these Professionals may have personal investments in the PWP Funds, but Professionals working on the chapter 11 cases shall have no control over investment decisions made by the PWP Funds, nor will they have day-to-day knowledge of investment decisions in the PWP Funds.
- h. Among other things, the PWP Funds may directly or indirectly, be (i) passive investors in other investment vehicles (the "Investment Funds"), or (ii) active, direct investors in various securities, financial instruments (including options, derivatives and debt instruments) and businesses or assets (including real estate) (collectively, the "Equity Funds"). As would be the case with respect to a mutual fund investment, none of PWP, its affiliates, the PWP Funds, or the Professionals will have any control over the investments made by the Investment Funds in which the PWP Funds are invested, including

investment purchases, sales, and the timing of such activities. The Firm will maintain investment control over the Equity Funds that could (x) have Parties in Interest as investors, (y) purchase the securities or assets of Parties in Interest or (z) conduct business with Parties in Interest in the ordinary course of operation. As described above, the Firm maintains Confidentiality Procedures to preclude the dissemination of material non-public, confidential, and proprietary information from its Professionals assigned to the chapter 11 cases to the Professionals assigned to the PWP Funds. It is possible that companies in which the PWP Funds may, directly or indirectly, own securities, or which the PWP Funds may, directly or indirectly, engage in discussions regarding a possible investment or transaction in connection with the PWP Funds, may have a relationship with the Debtors or otherwise be a Party in Interest. These relationships are unrelated to the services PWP intends to provide in the chapter 11 cases.

- i. The Firm has a large and diverse Advisory Practice. Accordingly, PWP and its Professionals may have in the past represented, may currently represent, and likely in the future will represent, in matters unrelated to the chapter 11 cases, numerous entities, some of whom may be Parties in Interest and which may, from time to time, invest in securities of the Debtors. PWP is unable to disclose the identities of Clients who may be Parties in Interest or have connections to the Debtors due to confidentiality obligations to such Clients. In addition, PWP believes it would adversely affect the interests of certain Clients if PWP were to publicly disclose their names. To the best of my knowledge, none of these business relations constitute interests materially adverse to the Debtors' estates in matters upon which PWP is to be engaged in the chapter 11 cases. PWP has not represented, does not represent, and, if PWP's retention is approved by the Court, will not represent any entity's separate interest in the chapter 11 cases. Accordingly, PWP does not believe that any relationship it may have with any Party in Interest will interfere with or impair our representation of the Debtor in the chapter 11 cases.
- j. The Debtors may supply services to and be a creditor of one or more companies that may be Clients or in which the PWP Funds may invest. The Debtors may also purchase goods or services from and be an obligor to one or more companies that may be Clients or in which the PWP Funds may invest. To the best of my knowledge, none of these business relations constitute interests materially adverse to the Debtors' estates in matters upon which PWP is to be engaged in the chapter 11 cases.
- k. One or more financial institutions that have, or may in the future have, an independent financial relationship with an affiliate of PWP may also be a creditor or Professional of the Debtors. To the best of my knowledge, none of these business relations constitute interests materially adverse to

the Debtors' estates in matters upon which PWP is to be engaged in the chapter 11 cases.

1. Of the possible conflicts described herein, PWP is subject to confidentiality agreements with respect to many of the entities involved, some of which may be publicly traded or owned by companies that may be publicly traded. In accordance with these confidentiality obligations, PWP is not in a position to disclose the names of these companies for the reasons stated herein. To the best of my knowledge, none of these business relations constitutes interests materially adverse to the Debtors' estates in matters upon which PWP is to be engaged in the chapter 11 cases.

32. PWP has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, the chapter 11 cases. If the Court approves the proposed employment of PWP by the Debtors, PWP will not accept any engagement or perform any services in relation to the chapter 11 cases for any entity or person other than the Debtors. PWP will, however, continue to provide professional services to entities or persons that may be creditors of the Debtors or Parties in Interest in the chapter 11 cases or their affiliates; *provided, however*, that such services do not directly relate to, or have any direct connection with, the chapter 11 cases.

33. In connection with its retention by the Debtors, PWP performed the following searches and inquiries to determine whether it, or any of its Professionals, had any present or former connections with the Parties in Interest:

- a. **Database.** PWP searched its database (consisting of entities for which it is currently performing Advisory Services) against the Parties in Interest. To the best of my knowledge, no business relationships constitute interests materially adverse to the Debtors in matters upon which PWP is to be engaged in the chapter 11 cases.
- b. **Employee Database.** PWP searched its database of current directorships held by its Professionals against the list of Parties in Interest. PWP's search of directorships indicated no relationship between any such directorships when compared to the Parties in Interest.

- c. **Confidentiality Agreements.** PWP searched its database of executed confidentiality agreements with third parties (other than confidentiality agreements with vendors executed in the ordinary course of business). To the best of my knowledge, no confidentiality agreement business relationship constitutes an interest materially adverse to the Debtors' estates in matters upon which PWP is to be engaged in the chapter 11 cases.
- d. **Firm Inquiry.** PWP inquired among its partners whether any actual conflict would arise in the engagement by the Debtors. To the best of my knowledge, no partner responded with any information regarding any such conflict.

34. Except as is otherwise set forth herein, to the best of my knowledge based on the Conflicts Search, neither PWP nor its Professionals that are to perform the services set forth in the Engagement Letter (a) have any connections with any Parties in Interest or (b) represent an interest that is materially adverse to the interest of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason of which I know or about which I have been informed, with respect to the services to be performed pursuant to the Engagement Letter.

35. In light of the extensive number of the Debtors' creditors, Parties in Interest, and potential additional parties in interest, neither I nor PWP are able conclusively to identify all potential relationships at this time, and we reserve the right to supplement this disclosure as additional relationships come to our attention. In particular, among other things, the Firm may have relationships with persons who are beneficial owners of Parties in Interest and persons whose beneficial owners include Parties in Interest or persons who otherwise have relationships with Parties in Interest. Moreover, PWP employees may have relationships with Parties in Interest, persons that may be come parties in interest in these cases, and/or persons that have business relationships with the Debtors, are competitors of the Debtors, or that are customers of the Debtors. If any new relevant facts or relationships are discovered or arise, PWP will use

reasonable efforts to identify such further developments and will file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

Affirmative Statement of Disinterestedness

36. Based on the Conflicts Search conducted to date and described herein, to the best of my knowledge and insofar as I have been able to ascertain, (a) PWP is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to the Debtors’ estates and (b) PWP has no connection to the Debtors, their creditors, or their related parties, except as may be disclosed herein.

[Remainder of page intentionally left blank.]

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true
and correct.

Executed on December 17, 2012

By: /s/ Kevin Cofsky
Kevin Cofsky
Managing Director
Perella Weinberg Partners LP

Exhibit 1 to the Declaration

Potential Parties in Interest

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/14/2012	Noteholder Committee Member	AEGON USA Investment Management, LLC		
9/14/2012	Noteholder Committee Member	AllianceBernstein L.P.		
9/14/2012	Noteholder Committee Member	Arrowgrass Capital Partners LLP		
9/14/2012	Noteholder Committee Member	Avenue Capital Group LLC		
9/14/2012	Noteholder Committee Member	Brigade Capital Management, LLC		
9/14/2012	Noteholder Committee Member	Canyon Capital Advisors, LLC		
9/14/2012	Noteholder Committee Member	Capital Research and Management Company		
9/14/2012	Noteholder Committee Member	JP Morgan Asset Management		
9/14/2012	Noteholder Committee Member	Litespeed Partners, L.P.		
9/14/2012	Noteholder Committee Member	Loomis, Sayles & Company, L.P.		
9/14/2012	Noteholder Committee Member	Neuberger Berman, LLC		
9/14/2012	Noteholder Committee Member	Nomura Corporate Research and Asset Management		
9/14/2012	Noteholder Committee Member	Oaktree Capital Management, L.P.		
9/14/2012	Noteholder Committee Member	P. Schoenfeld Asset Management LP		
9/14/2012	Noteholder Committee Member	Principal Global Investors		
9/14/2012	Noteholder Committee Member	Strategic Value Partners, LLC		
9/14/2012	Noteholder Committee Member	TCW Asset Management Co Inc.		
9/14/2012	Noteholder Committee Member	Western Asset Management Company		
9/14/2012	Noteholder Committee Member	York Capital Management LP		
9/24/2012	Subsidiary/Affiliate	Aguila Energy Company		
9/24/2012	Subsidiary/Affiliate	ALP Wind, LLC		
9/24/2012	Subsidiary/Affiliate	American Bituminous Power Partners, L.P.		
9/24/2012	Subsidiary/Affiliate	Anacapa Energy Company		
9/24/2012	Subsidiary/Affiliate	Aurora Starlight Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Beheer-en Beleggingsmaatschappij Plogema B.V.		
9/24/2012	Subsidiary/Affiliate	Bendwind, LLC *MBR		
9/24/2012	Subsidiary/Affiliate	Big Sky Wind, LLC *MBR		
9/24/2012	Subsidiary/Affiliate	Bisson Windfarm, LLC*QF		
9/24/2012	Subsidiary/Affiliate	Black Rock Wind Force, LLC		
9/24/2012	Subsidiary/Affiliate	Blue Ridge Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Boeve Windfarm, LLC		
9/24/2012	Subsidiary/Affiliate	Boquillas Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Broken Bow Wind II, LLC		
9/24/2012	Subsidiary/Affiliate	Broken Bow Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Buffalo Bear, LLC		
9/24/2012	Subsidiary/Affiliate	Burr Ridge Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Camino Energy Company		
9/24/2012	Subsidiary/Affiliate	Capistrano Wind Holdings, Inc.		
9/24/2012	Subsidiary/Affiliate	Capistrano Wind II, LLC		

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/24/2012	Subsidiary/Affiliate	Capistrano Wind Partners, LLC		
9/24/2012	Subsidiary/Affiliate	Capistrano Wind, Inc.		
9/24/2012	Subsidiary/Affiliate	Capistrano Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Caresale Services Limited		
9/24/2012	Subsidiary/Affiliate	Carstensen Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Cedro Hill Wind LLC		
9/24/2012	Subsidiary/Affiliate	CG Windfarm, LLC		
9/24/2012	Subsidiary/Affiliate	Chester Energy Company		
9/24/2012	Subsidiary/Affiliate	Chestnut Ridge Energy Company		
9/24/2012	Subsidiary/Affiliate	Citizens Power Holdings One, LLC		
9/24/2012	Subsidiary/Affiliate	CL Power Sales Eight, L.L.C.		
9/24/2012	Subsidiary/Affiliate	CL Power Sales Ten, L.L.C.		
9/24/2012	Subsidiary/Affiliate	Clear View Acres Wind Farm, LLC		
9/24/2012	Subsidiary/Affiliate	Coalinga Cogeneration Company		
9/24/2012	Subsidiary/Affiliate	Community Wind North 1 LLC		
9/24/2012	Subsidiary/Affiliate	Community Wind North 10 LLC		
9/24/2012	Subsidiary/Affiliate	Community Wind North 11 LLC		
9/24/2012	Subsidiary/Affiliate	Community Wind North 12 LLC		
9/24/2012	Subsidiary/Affiliate	Community Wind North 13 LLC		
9/24/2012	Subsidiary/Affiliate	Community Wind North 14 LLC		
9/24/2012	Subsidiary/Affiliate	Community Wind North 15 LLC		
9/24/2012	Subsidiary/Affiliate	Community Wind North 2 LLC		
9/24/2012	Subsidiary/Affiliate	Community Wind North 3 LLC		
9/24/2012	Subsidiary/Affiliate	Community Wind North 4 LLC		
9/24/2012	Subsidiary/Affiliate	Community Wind North 5 LLC		
9/24/2012	Subsidiary/Affiliate	Community Wind North 6 LLC		
9/24/2012	Subsidiary/Affiliate	Community Wind North 7 LLC		
9/24/2012	Subsidiary/Affiliate	Community Wind North 8 LLC		
9/24/2012	Subsidiary/Affiliate	Community Wind North 9 LLC		
9/24/2012	Subsidiary/Affiliate	Community Wind North, LLC		
9/24/2012	Subsidiary/Affiliate	Conestoga Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Covanta Huntington Limited Partnership		
9/24/2012	Subsidiary/Affiliate	CP Power Sales Nineteen, L.L.C.		
9/24/2012	Subsidiary/Affiliate	CP Power Sales Seventeen, L.L.C.		
9/24/2012	Subsidiary/Affiliate	CP Power Sales Twenty, L.L.C.		
9/24/2012	Subsidiary/Affiliate	Crofton Bluffs Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Crosswind Transmission, LLC		
9/24/2012	Subsidiary/Affiliate	Cy-Hawk Wind Energy, LLC		
9/24/2012	Subsidiary/Affiliate	DanMar Transmission, LLC		

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/24/2012	Subsidiary/Affiliate	Dan's Mountain Wind Force, LLC		
9/24/2012	Subsidiary/Affiliate	DeGreeff DP, LLC		
9/24/2012	Subsidiary/Affiliate	DeGreeffpa, LLC		
9/24/2012	Subsidiary/Affiliate	Del Mar Energy Company		
9/24/2012	Subsidiary/Affiliate	Doga Enerji Uretim Sanayi ve Ticaret L.S.		
9/24/2012	Subsidiary/Affiliate	Doga Isi Satis Hizmetleri ve Ticaret L.S.		
9/24/2012	Subsidiary/Affiliate	Doga Isletme ve Bakim Ticaret L.S.		
9/24/2012	Subsidiary/Affiliate	Eagle View Acres Wind Farm, LLC;		
9/24/2012	Subsidiary/Affiliate	East Ridge Transmission, LLC		
9/24/2012	Subsidiary/Affiliate	Edison First Power Holdings I		
9/24/2012	Subsidiary/Affiliate	Edison First Power Holdings II		
9/24/2012	Subsidiary/Affiliate	Edison First Power Limited		
9/24/2012	Subsidiary/Affiliate	Edison Mission Arroyo Nogales, Inc.		
9/24/2012	Subsidiary/Affiliate	Edison Mission Development, Inc.		
9/24/2012	Subsidiary/Affiliate	Edison Mission Energy		
9/24/2012	Subsidiary/Affiliate	Edison Mission Energy Fuel		
9/24/2012	Subsidiary/Affiliate	Edison Mission Energy Fuel Services, LLC		
9/24/2012	Subsidiary/Affiliate	Edison Mission Energy Petroleum		
9/24/2012	Subsidiary/Affiliate	Edison Mission Energy Services, Inc.		
9/24/2012	Subsidiary/Affiliate	Edison Mission Finance Co.		
9/24/2012	Subsidiary/Affiliate	Edison Mission Fuel Resources, Inc.		
9/24/2012	Subsidiary/Affiliate	Edison Mission Fuel Transportation, Inc.		
9/24/2012	Subsidiary/Affiliate	Edison Mission Group Inc.		
9/24/2012	Subsidiary/Affiliate	Edison Mission Holdings Co.		
9/24/2012	Subsidiary/Affiliate	Edison Mission Huntington Beach, LLC		
9/24/2012	Subsidiary/Affiliate	Edison Mission Marketing & Trading, Inc.		
9/24/2012	Subsidiary/Affiliate	Edison Mission Mid-Atlantic, Inc.		
9/24/2012	Subsidiary/Affiliate	Edison Mission Midwest Holdings Co.		
9/24/2012	Subsidiary/Affiliate	Edison Mission Midwest II, Inc.		
9/24/2012	Subsidiary/Affiliate	Edison Mission Midwest, Inc.		
9/24/2012	Subsidiary/Affiliate	Edison Mission Operation & Maintenance, Inc.		
9/24/2012	Subsidiary/Affiliate	Edison Mission Project Co.		
9/24/2012	Subsidiary/Affiliate	Edison Mission Renewable Energy CDE, LLC;		
9/24/2012	Subsidiary/Affiliate	Edison Mission Solar, Inc.;		
9/24/2012	Subsidiary/Affiliate	Edison Mission Solutions, LLC		
9/24/2012	Subsidiary/Affiliate	Edison Mission Walnut Creek II, LLC		
9/24/2012	Subsidiary/Affiliate	Edison Mission Walnut Creek, LLC		
9/24/2012	Subsidiary/Affiliate	Edison Mission Wind, Inc.		
9/24/2012	Subsidiary/Affiliate	Edison Source		

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/24/2012	Subsidiary/Affiliate	EHI Development Fund		
9/24/2012	Subsidiary/Affiliate	Elk Lake Wind Farm, LLC;		
9/24/2012	Subsidiary/Affiliate	Elkhorn Ridge Wind II, LLC		
9/24/2012	Subsidiary/Affiliate	Elkhorn Ridge Wind, LLC		
9/24/2012	Subsidiary/Affiliate	EME CP Holdings Co.		
9/24/2012	Subsidiary/Affiliate	EME Eastern Holdings Co.		
9/24/2012	Subsidiary/Affiliate	EME Finance UK Limited;		
9/24/2012	Subsidiary/Affiliate	EME Homer City Generation L.P.		
9/24/2012	Subsidiary/Affiliate	EME Investments II, LLC		
9/24/2012	Subsidiary/Affiliate	EME Investments, LLC		
9/24/2012	Subsidiary/Affiliate	EME Service Co.		
9/24/2012	Subsidiary/Affiliate	EME Southwest Power Corporation		
9/24/2012	Subsidiary/Affiliate	EME UK International LLC		
9/24/2012	Subsidiary/Affiliate	Fey Windfarm, LLC		
9/24/2012	Subsidiary/Affiliate	First Hydro Renewables Limited		
9/24/2012	Subsidiary/Affiliate	Foresight Flying M, LLC		
9/24/2012	Subsidiary/Affiliate	Forward WindPower LLC		
9/24/2012	Subsidiary/Affiliate	Global Power Investors, Inc.		
9/24/2012	Subsidiary/Affiliate	Goat Wind, LP		
9/24/2012	Subsidiary/Affiliate	Grande Prairie Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Green Prairie Energy, LLC		
9/24/2012	Subsidiary/Affiliate	Greenback Energy, LLC		
9/24/2012	Subsidiary/Affiliate	Greene Wind Energy, LLC		
9/24/2012	Subsidiary/Affiliate	Groen Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Guadalupe Mountains Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Hardin Hilltop Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Hardin Wind Energy, LLC		
9/24/2012	Subsidiary/Affiliate	High Lonesome Mesa Investments, LLC		
9/24/2012	Subsidiary/Affiliate	High Lonesome Mesa, LLC		
9/24/2012	Subsidiary/Affiliate	Highland Township Wind Farm, LLC		
9/24/2012	Subsidiary/Affiliate	Hillcrest Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Homer City Funding, LLC		
9/24/2012	Subsidiary/Affiliate	Homer City OL1, LLC		
9/24/2012	Subsidiary/Affiliate	Homer City OL2, LLC		
9/24/2012	Subsidiary/Affiliate	Homer City OL3, LLC		
9/24/2012	Subsidiary/Affiliate	Homer City OL4, LLC		
9/24/2012	Subsidiary/Affiliate	Homer City OL5, LLC		
9/24/2012	Subsidiary/Affiliate	Homer City OL6, LLC		
9/24/2012	Subsidiary/Affiliate	Homer City OL7, LLC		

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/24/2012	Subsidiary/Affiliate	Homer City OL8, LLC		
9/24/2012	Subsidiary/Affiliate	Homer City Property Holdings, Inc.		
9/24/2012	Subsidiary/Affiliate	HyperGen, LLC		
9/24/2012	Subsidiary/Affiliate	Jeffers Wind 20, LLC		
9/24/2012	Subsidiary/Affiliate	JMC Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Joliet Generation I, LLC		
9/24/2012	Subsidiary/Affiliate	K-Brink Windfarm, LLC		
9/24/2012	Subsidiary/Affiliate	Kern River Cogeneration Company		
9/24/2012	Subsidiary/Affiliate	Lakota Ridge LLC		
9/24/2012	Subsidiary/Affiliate	Laredo Ridge Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Larswind, LLC		
9/24/2012	Subsidiary/Affiliate	Liberty Gap Wind Force, LLC		
9/24/2012	Subsidiary/Affiliate	LimiEnergy, LLC		
9/24/2012	Subsidiary/Affiliate	Lookout WindPower LLC		
9/24/2012	Subsidiary/Affiliate	Lucky Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Maiden Winds, LLC		
9/24/2012	Subsidiary/Affiliate	Maine Mountain Power, LLC		
9/24/2012	Subsidiary/Affiliate	Maplekey Holdings Limited		
9/24/2012	Subsidiary/Affiliate	Maplekey UK Finance Limited		
9/24/2012	Subsidiary/Affiliate	Maplekey UK Limited		
9/24/2012	Subsidiary/Affiliate	MD & E Wind, LLC		
9/24/2012	Subsidiary/Affiliate	MEC Esenyurt B.V.		
9/24/2012	Subsidiary/Affiliate	MEC San Pascual B.V.		
9/24/2012	Subsidiary/Affiliate	Mid-Set Cogeneration Company		
9/24/2012	Subsidiary/Affiliate	Midway-Sunset Cogeneration Company		
9/24/2012	Subsidiary/Affiliate	Midwest Finance Corp.		
9/24/2012	Subsidiary/Affiliate	Midwest Generation EME, LLC		
9/24/2012	Subsidiary/Affiliate	Midwest Generation Procurement Services, LLC		
9/24/2012	Subsidiary/Affiliate	Midwest Generation, LLC; *MBR		
9/24/2012	Subsidiary/Affiliate	Midwest Peaker Holdings, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Bingham Lake Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Mission Community Wind North, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission CWN Holdings, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission de las Estrellas LLC		
9/24/2012	Subsidiary/Affiliate	Mission Del Cielo Inc.		
9/24/2012	Subsidiary/Affiliate	Mission del Sol, LLC		
9/24/2012	Subsidiary/Affiliate	Mission Energy Construction Services, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Energy Holding Company		
9/24/2012	Subsidiary/Affiliate	Mission Energy Holdings International, Inc.		

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/24/2012	Subsidiary/Affiliate	Mission Energy Wales Company		
9/24/2012	Subsidiary/Affiliate	Mission Energy Westside, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Funding Zeta		
9/24/2012	Subsidiary/Affiliate	Mission Iowa Wind Company		
9/24/2012	Subsidiary/Affiliate	Mission Minnesota Wind II, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Minnesota Wind III, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Minnesota Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Mission Mountain Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Mission Procurement, LLC		
9/24/2012	Subsidiary/Affiliate	Mission Wind Aurora Starlight, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Wind Boquillas, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Wind Broken Bow, LLC		
9/24/2012	Subsidiary/Affiliate	Mission Wind Cedro, LLC		
9/24/2012	Subsidiary/Affiliate	Mission Wind Crofton Bluffs, LLC		
9/24/2012	Subsidiary/Affiliate	Mission Wind Goat Mountain, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Wind Laredo, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Wind Maine, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Wind New Mexico II, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Wind New Mexico, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Wind Oklahoma, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Wind Owaissa, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Wind PA One, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Wind PA Three, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Wind PA Two, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Wind Pennsylvania, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Wind Pinnacle, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Wind Southwest, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Wind Terra Investments, LLC		
9/24/2012	Subsidiary/Affiliate	Mission Wind Texas II, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Wind Texas III, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Wind Texas, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Wind Utah, LLC		
9/24/2012	Subsidiary/Affiliate	Mission Wind Wildorado, Inc.		
9/24/2012	Subsidiary/Affiliate	Mission Wind Wyoming, LLC		
9/24/2012	Subsidiary/Affiliate	Mountain Wind Power II LLC		
9/24/2012	Subsidiary/Affiliate	Mountain Wind Power, LLC		
9/24/2012	Subsidiary/Affiliate	Mt. Storm Wind Force, LLC		
9/24/2012	Subsidiary/Affiliate	Niobrara Wind, LLC		
9/24/2012	Subsidiary/Affiliate	North Community Turbines, LLC		

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/24/2012	Subsidiary/Affiliate	North Wind Turbines, LLC		
9/24/2012	Subsidiary/Affiliate	Northern Lights Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Odin Wind Farm LLC		
9/24/2012	Subsidiary/Affiliate	Owaissa Wind, LLC		
9/24/2012	Subsidiary/Affiliate	OWF Eight, LLC		
9/24/2012	Subsidiary/Affiliate	OWF Five, LLC		
9/24/2012	Subsidiary/Affiliate	OWF Four, LLC		
9/24/2012	Subsidiary/Affiliate	OWF One, LLC; *QF		
9/24/2012	Subsidiary/Affiliate	OWF Seven, LLC		
9/24/2012	Subsidiary/Affiliate	OWF Six, LLC		
9/24/2012	Subsidiary/Affiliate	OWF Three, LLC; *QF		
9/24/2012	Subsidiary/Affiliate	OWF Two, LLC; *QF		
9/24/2012	Subsidiary/Affiliate	Palo Alto County Wind Farm, LLC		
9/24/2012	Subsidiary/Affiliate	Pinnacle Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Pioneer Ridge, LLC		
9/24/2012	Subsidiary/Affiliate	Pioneer Trail Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Pleasant Valley Energy Company		
9/24/2012	Subsidiary/Affiliate	Poverty Ridge Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Power Beyond, LLC		
9/24/2012	Subsidiary/Affiliate	Power Blades Windfarm, LLC		
9/24/2012	Subsidiary/Affiliate	Powerton Generation I, LLC		
9/24/2012	Subsidiary/Affiliate	Rich Mtn. Wind Force, LLC		
9/24/2012	Subsidiary/Affiliate	Salinas River Cogeneration Company		
9/24/2012	Subsidiary/Affiliate	San Gabriel Energy Company		
9/24/2012	Subsidiary/Affiliate	San Joaquin Energy Company		
9/24/2012	Subsidiary/Affiliate	San Juan Energy Company		
9/24/2012	Subsidiary/Affiliate	San Juan Mesa Investments, LLC		
9/24/2012	Subsidiary/Affiliate	San Juan Mesa Wind Project, LLC		
9/24/2012	Subsidiary/Affiliate	San Pascual Cogeneration Company (Philippines) Limited		
9/24/2012	Subsidiary/Affiliate	San Pascual Cogeneration Company International B.V.		
9/24/2012	Subsidiary/Affiliate	Sargent Canyon Cogeneration Company		
9/24/2012	Subsidiary/Affiliate	Shaokatan Hills LLC;		
9/24/2012	Subsidiary/Affiliate	Sierra Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Silver Lake Acres Wind Farm, LLC;		
9/24/2012	Subsidiary/Affiliate	Silverado Energy Company		
9/24/2012	Subsidiary/Affiliate	Sleeping Bear, LLC		
9/24/2012	Subsidiary/Affiliate	South Avenue Wind Force, LLC		
9/24/2012	Subsidiary/Affiliate	South Texas Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Southern Sierra Energy Company		

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/24/2012	Subsidiary/Affiliate	Spanish Fork Wind Park 2, LLC		
9/24/2012	Subsidiary/Affiliate	Stahl Wind Energy, LLC		
9/24/2012	Subsidiary/Affiliate	Stony Brook Wind, LLC;		
9/24/2012	Subsidiary/Affiliate	Stony Hills Wind Farm, LLC; *QF		
9/24/2012	Subsidiary/Affiliate	Storm Lake Power Partners I LLC		
9/24/2012	Subsidiary/Affiliate	Sunrise Power Company, LLC		
9/24/2012	Subsidiary/Affiliate	Sunrise View Wind Farm, LLC		
9/24/2012	Subsidiary/Affiliate	Sunset View Wind Farm, LLC		
9/24/2012	Subsidiary/Affiliate	Sunshine Arizona Wind Energy, LLC		
9/24/2012	Subsidiary/Affiliate	Sutton Wind Energy, LLC		
9/24/2012	Subsidiary/Affiliate	Sycamore Cogeneration Company		
9/24/2012	Subsidiary/Affiliate	TAIR Windfarm, LLC		
9/24/2012	Subsidiary/Affiliate	Taloga Wind II, LLC		
9/24/2012	Subsidiary/Affiliate	Taloga Wind, L.L.C.		
9/24/2012	Subsidiary/Affiliate	Tapestry Wind, LLC		
9/24/2012	Subsidiary/Affiliate	TG Windfarm, LLC		
9/24/2012	Subsidiary/Affiliate	Tofteland Windfarm LLC		
9/24/2012	Subsidiary/Affiliate	Tower of Power, LLC		
9/24/2012	Subsidiary/Affiliate	Valle Del Sol Energy, LLC		
9/24/2012	Subsidiary/Affiliate	Viejo Energy Company		
9/24/2012	Subsidiary/Affiliate	Viento Funding II, Inc.		
9/24/2012	Subsidiary/Affiliate	Viento Funding, Inc.		
9/24/2012	Subsidiary/Affiliate	Virgin Lake Wind Farm, LLC		
9/24/2012	Subsidiary/Affiliate	Vista Energy Company		
9/24/2012	Subsidiary/Affiliate	Walnut Creek Energy, LLC		
9/24/2012	Subsidiary/Affiliate	Walnut Ridge Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Watson Cogeneration Company		
9/24/2012	Subsidiary/Affiliate	WCEP Holdings, LLC		
9/24/2012	Subsidiary/Affiliate	West Pipestone Transmission, LLC		
9/24/2012	Subsidiary/Affiliate	West Transmission One, LLC		
9/24/2012	Subsidiary/Affiliate	Western Sierra Energy Company		
9/24/2012	Subsidiary/Affiliate	Westridge Windfarm, LLC		
9/24/2012	Subsidiary/Affiliate	Whispering Wind Acres, LLC		
9/24/2012	Subsidiary/Affiliate	White Caps Windfarm, LLC		
9/24/2012	Subsidiary/Affiliate	Wildorado Interconnect, LLC		
9/24/2012	Subsidiary/Affiliate	Wildorado Wind, LLC		
9/24/2012	Subsidiary/Affiliate	Wilson Creek Power Partners, LLC		
9/24/2012	Subsidiary/Affiliate	Wind Family Turbine, LLC		
9/24/2012	Subsidiary/Affiliate	Windcurrent Farms, LLC		

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/24/2012	Subsidiary/Affiliate	Windom Transmission, LLC		
9/24/2012	Subsidiary/Affiliate	Zontos Wind, LLC		
9/25/2012	American Bituminous Lender	Bank of New York		
9/25/2012	American Bituminous Lender	BNP Paribas		
9/25/2012	American Bituminous Lender	Calyon (Credit Lyonnais)		
9/25/2012	American Bituminous Lender	DeutscheBank		
9/25/2012	American Bituminous Lender	Merrill Lynch		
9/25/2012	American Bituminous Lender	Monarch Master Funding Ltd.		
9/25/2012	Big Sky Lender	Suzlon Wind Energy Corp.		
9/25/2012	Broken Bow Lender	BBVA		
9/25/2012	Broken Bow Lender	KeyBank		
9/25/2012	Cedro Hill Lender	Banco de Sabadell		
9/25/2012	Cedro Hill Lender	BBVA Securities		
9/25/2012	Cedro Hill Lender	Credit Industriel et Commercial		
9/25/2012	Cedro Hill Lender	Dexia Credit Local		
9/25/2012	Cedro Hill Lender	Siemens Financial Services		
9/25/2012	Cedro Hill Lender	Sovereign Bank (Banco Santander)		
9/25/2012	Cedro Hill Lender	Union Bank		
9/25/2012	Crofton Lender	BBVA		
9/25/2012	Crofton Lender	BBVA Securities		
9/25/2012	Crofton Lender	KeyBank		
9/25/2012	Edison Mission Energy Lender/LC Issuer	DNB Bank		
9/25/2012	EME Indenture Trustee	Wells Fargo Bank, N.A.		
9/25/2012	High Lonesome Lender	Macquarie Bank Limited		
9/25/2012	High Lonesome Lender	Wells Fargo Bank		
9/25/2012	Indemnified Party	Commonwealth Edison Company		
9/25/2012	Indemnified Party	General Electric Capital Corp.		
9/25/2012	Indemnified Party	MetLife Insurance Company		
9/25/2012	Laredo Ridge Lender	BBVA Securities		
9/25/2012	Laredo Ridge Lender	Dexia Credit Local		
9/25/2012	Laredo Ridge Lender	KeyBank		
9/25/2012	Laredo Ridge Lender	Siemens Financial Services		
9/25/2012	Laredo Ridge Lender	Sovereign Bank (Banco Santander)		
9/25/2012	Laredo Ridge Lender	Union Bank		
9/25/2012	Midwest Generation EME, LLC Lender/LC Issuer	Citibank		
9/25/2012	Midwest Generation EME, LLC Vendors	Business Office Systems		
9/25/2012	Midwest Generation EME, LLC Vendors	Chicago Bears Football Club		
9/25/2012	Midwest Generation EME, LLC Vendors	Citibank		
9/25/2012	Midwest Generation EME, LLC Vendors	Dupont Safety Resources		

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/25/2012	Midwest Generation EME, LLC Vendors	Edison International		
9/25/2012	Midwest Generation EME, LLC Vendors	Electric Power Generation Assoc		
9/25/2012	Midwest Generation EME, LLC Vendors	Foley & Lardner LLP		
9/25/2012	Midwest Generation EME, LLC Vendors	Jasculca/Terman		
9/25/2012	Midwest Generation EME, LLC Vendors	Latisys-Irvine, LLC		
9/25/2012	Midwest Generation EME, LLC Vendors	Morgan Samuels Company, LLC		
9/25/2012	Midwest Generation EME, LLC Vendors	Nichols Construction Group, Inc		
9/25/2012	Midwest Generation EME, LLC Vendors	NTT DATA Enterprise Application		
9/25/2012	Midwest Generation EME, LLC Vendors	One Financial Place Property		
9/25/2012	Midwest Generation EME, LLC Vendors	PER SE GROUP, INC.		
9/25/2012	Midwest Generation EME, LLC Vendors	POWER ADVOCATE, INC.		
9/25/2012	Midwest Generation EME, LLC Vendors	Remquad Office Company, LLC		
9/25/2012	Midwest Generation EME, LLC Vendors	Sallerson-Troob LLC		
9/25/2012	Midwest Generation EME, LLC Vendors	Southern California Edison		
9/25/2012	Midwest Generation EME, LLC Vendors	Taylor Uhe LLC		
9/25/2012	Midwest Generation EME, LLC Vendors	TEKsystems		
9/25/2012	Midwest Generation EME, LLC Vendors	THE SCOFIELD COMPANY		
9/25/2012	Midwest Generation, LLC Vendors	ABB, INC.		
9/25/2012	Midwest Generation, LLC Vendors	Able Technology & Field Services		
9/25/2012	Midwest Generation, LLC Vendors	ABM JANITORIAL SERVICES		
9/25/2012	Midwest Generation, LLC Vendors	ACCESS INDUSTRIAL MAINTENANCE, INC.		
9/25/2012	Midwest Generation, LLC Vendors	ACTION AUTOMATION		
9/25/2012	Midwest Generation, LLC Vendors	ADVANCED WASTE SERVICES		
9/25/2012	Midwest Generation, LLC Vendors	ADVERTISING SOLUTIONS		
9/25/2012	Midwest Generation, LLC Vendors	AIR MONITOR CORPORATION		
9/25/2012	Midwest Generation, LLC Vendors	ALBEMARLE CORPORATION		
9/25/2012	Midwest Generation, LLC Vendors	ALISON CONTROL, INC (ACI)		
9/25/2012	Midwest Generation, LLC Vendors	ALLIED LANDSCAPING CORP		
9/25/2012	Midwest Generation, LLC Vendors	ALLIED VALVE, INC.		
9/25/2012	Midwest Generation, LLC Vendors	ALLOY SLING CHAIN INDUSTRIES LTD		
9/25/2012	Midwest Generation, LLC Vendors	AllTranstek, LLC		
9/25/2012	Midwest Generation, LLC Vendors	Alpha Coal Sales Co., LLC		
9/25/2012	Midwest Generation, LLC Vendors	ALSTOM POWER		
9/25/2012	Midwest Generation, LLC Vendors	ALSTOM POWER, INC.		
9/25/2012	Midwest Generation, LLC Vendors	Alter Barge Line, Inc.		
9/25/2012	Midwest Generation, LLC Vendors	ALTERNATIVE REPAIR SYSTEMS, INC.		
9/25/2012	Midwest Generation, LLC Vendors	ALTORFER INC		
9/25/2012	Midwest Generation, LLC Vendors	AMBITECH ENGINEERING		
9/25/2012	Midwest Generation, LLC Vendors	AMERICAN INDUSTRIAL MOTOR		

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/25/2012	Midwest Generation, LLC Vendors	AMERICAN MECHANICAL SERVICES INC.		
9/25/2012	Midwest Generation, LLC Vendors	AMERISAFE SAFETY & INSULATION		
9/25/2012	Midwest Generation, LLC Vendors	AMERITEMP, LTD.		
9/25/2012	Midwest Generation, LLC Vendors	ANDERSON & SHAH ROOFING, INC.		
9/25/2012	Midwest Generation, LLC Vendors	APCOMPOWER INC.		
9/25/2012	Midwest Generation, LLC Vendors	APP Engineering		
9/25/2012	Midwest Generation, LLC Vendors	ARAMARK UNIFORM SERVICES		
9/25/2012	Midwest Generation, LLC Vendors	Arch Coal Sales Company, Inc.		
9/25/2012	Midwest Generation, LLC Vendors	AREA SHEET METAL, INC.		
9/25/2012	Midwest Generation, LLC Vendors	ARTCO Fleeting Services		
9/25/2012	Midwest Generation, LLC Vendors	Associated Underwater Services		
9/25/2012	Midwest Generation, LLC Vendors	ATLANTIC PLANT SERVICES		
9/25/2012	Midwest Generation, LLC Vendors	Atlas Companies		
9/25/2012	Midwest Generation, LLC Vendors	ATLAS COPCO COMPRESSORS INC.		
9/25/2012	Midwest Generation, LLC Vendors	ATLAS COPCO RENTAL		
9/25/2012	Midwest Generation, LLC Vendors	B & W SERVICE COMPANY		
9/25/2012	Midwest Generation, LLC Vendors	BABBITTING SERVICE, INC		
9/25/2012	Midwest Generation, LLC Vendors	BABCOCK & WILCOX CO INC		
9/25/2012	Midwest Generation, LLC Vendors	Barnhart Crane and Rigging Co. Inc		
9/25/2012	Midwest Generation, LLC Vendors	BEEEMSTERBOER, INC.		
9/25/2012	Midwest Generation, LLC Vendors	BENETECH INC		
9/25/2012	Midwest Generation, LLC Vendors	BERTHOLD ELECTRIC POWER SERVICES, L		
9/25/2012	Midwest Generation, LLC Vendors	BMW CONSTRUCTORS, INC.		
9/25/2012	Midwest Generation, LLC Vendors	BOSTON SAFE DEPOSIT & TRUST		
9/25/2012	Midwest Generation, LLC Vendors	BP Canada Energy		
9/25/2012	Midwest Generation, LLC Vendors	BRAND SCAFFOLD RENTAL & ERECTION		
9/25/2012	Midwest Generation, LLC Vendors	BRAND SERVICES		
9/25/2012	Midwest Generation, LLC Vendors	BRANDENBURG INDUSTRIAL SERVICE		
9/25/2012	Midwest Generation, LLC Vendors	BRIESER CONSTRUCTION COMPANY		
9/25/2012	Midwest Generation, LLC Vendors	BROOK ELECTRIC		
9/25/2012	Midwest Generation, LLC Vendors	BUCKMAN LABORATORIES, INC.		
9/25/2012	Midwest Generation, LLC Vendors	Calgon Carbon Corporation		
9/25/2012	Midwest Generation, LLC Vendors	CANADIAN NATIONAL		
9/25/2012	Midwest Generation, LLC Vendors	Capitol Sales, LLC		
9/25/2012	Midwest Generation, LLC Vendors	Cardinal Pumps & Exchangers, a		
9/25/2012	Midwest Generation, LLC Vendors	CATERPILLAR FINANCIAL SERVICES		
9/25/2012	Midwest Generation, LLC Vendors	CETEK LTD.		
9/25/2012	Midwest Generation, LLC Vendors	CFM/VR-TESCO INC		
9/25/2012	Midwest Generation, LLC Vendors	CHICAGO POWER GENERATION, LLC		

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9/25/2012	Midwest Generation, LLC Vendors	CHICAGO SIGNAL & ENGINEERING CO.		
9/25/2012	Midwest Generation, LLC Vendors	CHICAGO TUBE & IRON COMPANY		
9/25/2012	Midwest Generation, LLC Vendors	Citibank		
9/25/2012	Midwest Generation, LLC Vendors	CITY OF CHICAGO DEPT. OF WATER		
9/25/2012	Midwest Generation, LLC Vendors	CL COATINGS LLC		
9/25/2012	Midwest Generation, LLC Vendors	CLENNON ELECTRIC		
9/25/2012	Midwest Generation, LLC Vendors	COLUMBIA PIPE & SUPPLY		
9/25/2012	Midwest Generation, LLC Vendors	COMMONWEALTH EDISON COMPANY		
9/25/2012	Midwest Generation, LLC Vendors	COMPLETE SAFETY INC.		
9/25/2012	Midwest Generation, LLC Vendors	CONTRACTORS POWER & LIGHT CO.		
9/25/2012	Midwest Generation, LLC Vendors	CONTROL COMPONENTS INC.		
9/25/2012	Midwest Generation, LLC Vendors	COOK COUNTY TREASURER		
9/25/2012	Midwest Generation, LLC Vendors	CORROSION FLUID PRODUCTS		
9/25/2012	Midwest Generation, LLC Vendors	DEGROATE PETROLEUM SERVICE, INC.		
9/25/2012	Midwest Generation, LLC Vendors	DELL		
9/25/2012	Midwest Generation, LLC Vendors	Diamond Power International		
9/25/2012	Midwest Generation, LLC Vendors	DIAMOND TECHNICAL SERVICES		
9/25/2012	Midwest Generation, LLC Vendors	DL POWER TECHNOLOGY CORP.		
9/25/2012	Midwest Generation, LLC Vendors	DMS ELECTRICAL APPARATUS		
9/25/2012	Midwest Generation, LLC Vendors	DOOR SYSTEMS INC.		
9/25/2012	Midwest Generation, LLC Vendors	Draxton-Karlen Group, LLC		
9/25/2012	Midwest Generation, LLC Vendors	DU-MONT CO.		
9/25/2012	Midwest Generation, LLC Vendors	DUPAGE COUNTY COLLECTOR		
9/25/2012	Midwest Generation, LLC Vendors	DYNAMIC ELECTRIC, INC.		
9/25/2012	Midwest Generation, LLC Vendors	Dyntek Services, Inc.		
9/25/2012	Midwest Generation, LLC Vendors	E M SMITH & COMPANY		
9/25/2012	Midwest Generation, LLC Vendors	EA Engineering, Science and Tech		
9/25/2012	Midwest Generation, LLC Vendors	Edison International		
9/25/2012	Midwest Generation, LLC Vendors	EDISON MISSION ENERGY		
9/25/2012	Midwest Generation, LLC Vendors	ELECTRICAL BUILDERS INC.		
9/25/2012	Midwest Generation, LLC Vendors	Elite Heavy Equipment Services		
9/25/2012	Midwest Generation, LLC Vendors	EMERSON PROCESS MANAGEMENT		
9/25/2012	Midwest Generation, LLC Vendors	ENGINEERED PUMP SERVICES		
9/25/2012	Midwest Generation, LLC Vendors	ENGLEWOOD ELECTRICAL SUPPLY CO		
9/25/2012	Midwest Generation, LLC Vendors	Enpro Inc.		
9/25/2012	Midwest Generation, LLC Vendors	ENTEC SERVICES, INC.		
9/25/2012	Midwest Generation, LLC Vendors	ENVIRONMENTAL SYSTEMS CORP		
9/25/2012	Midwest Generation, LLC Vendors	ENVIRONTECH / ALLIED WASTE		
9/25/2012	Midwest Generation, LLC Vendors	Enviroplan Consulting		

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/25/2012	Midwest Generation, LLC Vendors	EPRI		
9/25/2012	Midwest Generation, LLC Vendors	E-SQUARED TECHNICAL SOLUTIONS		
9/25/2012	Midwest Generation, LLC Vendors	EXAMINETICS, INC.		
9/25/2012	Midwest Generation, LLC Vendors	EXCITATION SYSTEM SERVICES, INC.		
9/25/2012	Midwest Generation, LLC Vendors	Exelon Generation		
9/25/2012	Midwest Generation, LLC Vendors	EXPRO SPECIALIZED SERVICES		
9/25/2012	Midwest Generation, LLC Vendors	FCC Equipment Financing, Inc.		
9/25/2012	Midwest Generation, LLC Vendors	FCX PERFORMANCE, INC.		
9/25/2012	Midwest Generation, LLC Vendors	FESSCO		
9/25/2012	Midwest Generation, LLC Vendors	FIELD SYSTEMS MACHINING INC		
9/25/2012	Midwest Generation, LLC Vendors	FLOWSERVE PUMP CORP.		
9/25/2012	Midwest Generation, LLC Vendors	FORCE VECTOR INC		
9/25/2012	Midwest Generation, LLC Vendors	FOREMOST INDUSTRIAL TECHNOLOGIES		
9/25/2012	Midwest Generation, LLC Vendors	FreightCar Rail Services LLC		
9/25/2012	Midwest Generation, LLC Vendors	Fuel Tech, Inc.		
9/25/2012	Midwest Generation, LLC Vendors	G&K Services Inc.		
9/25/2012	Midwest Generation, LLC Vendors	GE ENERGY MANAGEMENT SERVICES INC.		
9/25/2012	Midwest Generation, LLC Vendors	GE ENERGY SERVICES		
9/25/2012	Midwest Generation, LLC Vendors	GE International Inc.		
9/25/2012	Midwest Generation, LLC Vendors	GE Mobile Water, Inc.		
9/25/2012	Midwest Generation, LLC Vendors	GE Railcar Services Corp.		
9/25/2012	Midwest Generation, LLC Vendors	GENERAL ELECTRIC CO		
9/25/2012	Midwest Generation, LLC Vendors	GENERAL MACHINE & TOOL INC.		
9/25/2012	Midwest Generation, LLC Vendors	GEORGE YOUNG & SONS, INC		
9/25/2012	Midwest Generation, LLC Vendors	GEXPRO		
9/25/2012	Midwest Generation, LLC Vendors	GIBSON, DUNN & CRUTCHER LLP		
9/25/2012	Midwest Generation, LLC Vendors	GORDON FLESCH COMPANY		
9/25/2012	Midwest Generation, LLC Vendors	GP Strategies Corporation		
9/25/2012	Midwest Generation, LLC Vendors	GRAINGER		
9/25/2012	Midwest Generation, LLC Vendors	GRAYCOR BLASTING COMPANY		
9/25/2012	Midwest Generation, LLC Vendors	GRAYCOR INDUSTRIAL CONSTRUCTORS		
9/25/2012	Midwest Generation, LLC Vendors	GREENBRIER RAIL SERVICES LLC		
9/25/2012	Midwest Generation, LLC Vendors	Grindex		
9/25/2012	Midwest Generation, LLC Vendors	GRUNDY COUNTY COLLECTOR		
9/25/2012	Midwest Generation, LLC Vendors	GSL		
9/25/2012	Midwest Generation, LLC Vendors	HAROLD BECK & SONS		
9/25/2012	Midwest Generation, LLC Vendors	HAYES MECHANICAL INC.		
9/25/2012	Midwest Generation, LLC Vendors	HENRY PRATT COMPANY		
9/25/2012	Midwest Generation, LLC Vendors	HERITAGE ENVIRONMENTAL SERVICES, LL		

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/25/2012	Midwest Generation, LLC Vendors	Hicksgas Morton		
9/25/2012	Midwest Generation, LLC Vendors	HOWDEN NORTH AMERICA, INC.		
9/25/2012	Midwest Generation, LLC Vendors	HOWELL TRACTOR & EQUIPMENT, LLC		
9/25/2012	Midwest Generation, LLC Vendors	HYDROAIRE SERVICE INC.		
9/25/2012	Midwest Generation, LLC Vendors	IHS		
9/25/2012	Midwest Generation, LLC Vendors	Illinois & Midland Railroad Inc		
9/25/2012	Midwest Generation, LLC Vendors	Illinois Central Railroad		
9/25/2012	Midwest Generation, LLC Vendors	Illinois Department of Revenue		
9/25/2012	Midwest Generation, LLC Vendors	ILLINOIS E.P.A.		
9/25/2012	Midwest Generation, LLC Vendors	INDEPENDENT MECHANICAL IND., INC		
9/25/2012	Midwest Generation, LLC Vendors	INDUSTRIAL TOOL PRODUCTS, INC		
9/25/2012	Midwest Generation, LLC Vendors	INSTRUMENT ASSOCIATES INC.		
9/25/2012	Midwest Generation, LLC Vendors	INTER-CON SECURITY SYSTEMS		
9/25/2012	Midwest Generation, LLC Vendors	INTERNATIONAL CHIMNEY CORPORATION		
9/25/2012	Midwest Generation, LLC Vendors	International Power GDF Suez		
9/25/2012	Midwest Generation, LLC Vendors	Interstate Equipment Corporation		
9/25/2012	Midwest Generation, LLC Vendors	IRIS POWER LP		
9/25/2012	Midwest Generation, LLC Vendors	IRON HUSTLER EXCAVATING, INC		
9/25/2012	Midwest Generation, LLC Vendors	ITT GOULDS PUMPS, INC.		
9/25/2012	Midwest Generation, LLC Vendors	J.C. Dillon, Inc.		
9/25/2012	Midwest Generation, LLC Vendors	J.V. CRANE & ENGINEERING INC.		
9/25/2012	Midwest Generation, LLC Vendors	JEFFREY BLASS		
9/25/2012	Midwest Generation, LLC Vendors	JMI INSTRUMENT COMPANY		
9/25/2012	Midwest Generation, LLC Vendors	JOLIET EQUIP CORP		
9/25/2012	Midwest Generation, LLC Vendors	Jones Day		
9/25/2012	Midwest Generation, LLC Vendors	K.M. HOLLY CONSTRUCTION COMPANY		
9/25/2012	Midwest Generation, LLC Vendors	KENNAMETAL CONFORMA CLAD		
9/25/2012	Midwest Generation, LLC Vendors	KM PLANT SERVICES, INC.		
9/25/2012	Midwest Generation, LLC Vendors	KONE, INC.		
9/25/2012	Midwest Generation, LLC Vendors	Konecrane,Inc.		
9/25/2012	Midwest Generation, LLC Vendors	KPRG and Associates, INC.		
9/25/2012	Midwest Generation, LLC Vendors	Kruse Control Engineering, Ltd.		
9/25/2012	Midwest Generation, LLC Vendors	KVAERNER NORTH AMERICAN		
9/25/2012	Midwest Generation, LLC Vendors	L & S ELECTRIC INC.		
9/25/2012	Midwest Generation, LLC Vendors	LAFARGE NORTH AMERICA		
9/25/2012	Midwest Generation, LLC Vendors	LAKE COUNTY COLLECTOR		
9/25/2012	Midwest Generation, LLC Vendors	LAKELAND/LARSEN ELEVATOR CORP		
9/25/2012	Midwest Generation, LLC Vendors	Latham & Watkins LLP		
9/25/2012	Midwest Generation, LLC Vendors	Lauer, Rebecca J.		

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/25/2012	Midwest Generation, LLC Vendors	LINDAHL MARINE CONTRACTORS, INC.		
9/25/2012	Midwest Generation, LLC Vendors	LINDBLAD CONSTRUCTION OF JOLIET		
9/25/2012	Midwest Generation, LLC Vendors	LINDE, INC.		
9/25/2012	Midwest Generation, LLC Vendors	Logistics Planning Services		
9/25/2012	Midwest Generation, LLC Vendors	LOZIER OIL COMPANY		
9/25/2012	Midwest Generation, LLC Vendors	LUBE OILS INC		
9/25/2012	Midwest Generation, LLC Vendors	M&O Insulation Company		
9/25/2012	Midwest Generation, LLC Vendors	M. J. ELECTRIC, LLC		
9/25/2012	Midwest Generation, LLC Vendors	M. R. TUDOR CALIFORNIA,		
9/25/2012	Midwest Generation, LLC Vendors	M+W Automation Inc.		
9/25/2012	Midwest Generation, LLC Vendors	MABCO INC		
9/25/2012	Midwest Generation, LLC Vendors	MARCHIO FENCE, INC		
9/25/2012	Midwest Generation, LLC Vendors	MARTIN PETERSEN COMPANY, INC.		
9/25/2012	Midwest Generation, LLC Vendors	MCJUNKIN CORPORATION		
9/25/2012	Midwest Generation, LLC Vendors	MDI TRAFFIC CONTROL PRODUCTS		
9/25/2012	Midwest Generation, LLC Vendors	Meade Industries, Inc.		
9/25/2012	Midwest Generation, LLC Vendors	Mechanical Plumbing and Heating, In		
9/25/2012	Midwest Generation, LLC Vendors	METALOCK CORPORATION		
9/25/2012	Midwest Generation, LLC Vendors	MID-AMERICA DYNAMICS		
9/25/2012	Midwest Generation, LLC Vendors	MIDCO INC.		
9/25/2012	Midwest Generation, LLC Vendors	MIDWEST SERVICE CENTER, L.L.C.		
9/25/2012	Midwest Generation, LLC Vendors	MIDWEST VALVE & FITTING INC		
9/25/2012	Midwest Generation, LLC Vendors	MIKON CORPORATION		
9/25/2012	Midwest Generation, LLC Vendors	MINE AND PROCESS SERVICES INC.		
9/25/2012	Midwest Generation, LLC Vendors	MISTRAS Group Inc.		
9/25/2012	Midwest Generation, LLC Vendors	MORGAN DISTRIBUTING, INC.		
9/25/2012	Midwest Generation, LLC Vendors	Mostardi Platt		
9/25/2012	Midwest Generation, LLC Vendors	MOSTARDI PLATT ENVIRONMENTAL		
9/25/2012	Midwest Generation, LLC Vendors	MOTION INDUSTRIES INC.		
9/25/2012	Midwest Generation, LLC Vendors	MPW WATER MANAGEMENT GROUP		
9/25/2012	Midwest Generation, LLC Vendors	MUNTERS CORP. - CARGOCAIRE DIV.		
9/25/2012	Midwest Generation, LLC Vendors	National Economic Research		
9/25/2012	Midwest Generation, LLC Vendors	NATIONAL PUMP & COMPRESSOR		
9/25/2012	Midwest Generation, LLC Vendors	National Railway Equipment Co.		
9/25/2012	Midwest Generation, LLC Vendors	NAVIGANT CONSULTING INC.		
9/25/2012	Midwest Generation, LLC Vendors	NEWPORT NEWS INDUSTRIAL CORP		
9/25/2012	Midwest Generation, LLC Vendors	NICOR GAS		
9/25/2012	Midwest Generation, LLC Vendors	NIJMAN FRANZETTI LLP		
9/25/2012	Midwest Generation, LLC Vendors	NILES INDUSTRIAL SERVICES, LLC		

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/25/2012	Midwest Generation, LLC Vendors	NORIT AMERICAS INC		
9/25/2012	Midwest Generation, LLC Vendors	NORTH AMERICAN CORPORATION OF IL		
9/25/2012	Midwest Generation, LLC Vendors	NORTHERN ILL STEEL SUPPLY CO		
9/25/2012	Midwest Generation, LLC Vendors	NORTHWEST CONTRACTORS INC		
9/25/2012	Midwest Generation, LLC Vendors	NOVA MACHINE PRODUCTS CORP		
9/25/2012	Midwest Generation, LLC Vendors	NOVASPECT, INC.		
9/25/2012	Midwest Generation, LLC Vendors	OBERLANDER ELECTRIC CO.		
9/25/2012	Midwest Generation, LLC Vendors	OLSON OIL COMPANY, INC		
9/25/2012	Midwest Generation, LLC Vendors	OMAHA PUBLIC POWER DISTRICT		
9/25/2012	Midwest Generation, LLC Vendors	ONE SOURCE EQUIPMENT RENTALS		
9/25/2012	Midwest Generation, LLC Vendors	Onsite Communications USA, Inc		
9/25/2012	Midwest Generation, LLC Vendors	OSI SOFT, LLC		
9/25/2012	Midwest Generation, LLC Vendors	OTTO BAUM COMPANY		
9/25/2012	Midwest Generation, LLC Vendors	PARAGON AIR HEATER		
9/25/2012	Midwest Generation, LLC Vendors	PATRICK ENGINEERING,INC		
9/25/2012	Midwest Generation, LLC Vendors	PATTEN INDUSTRIES, INC.		
9/25/2012	Midwest Generation, LLC Vendors	PATTEN TRACTOR & EQUIPMENT CO		
9/25/2012	Midwest Generation, LLC Vendors	Peabody Coal Sales		
9/25/2012	Midwest Generation, LLC Vendors	PEERLESS ENTERPRISES INC		
9/25/2012	Midwest Generation, LLC Vendors	PENNSYLVANIA CRUSHER CORPORATION		
9/25/2012	Midwest Generation, LLC Vendors	Peoples Gas		
9/25/2012	Midwest Generation, LLC Vendors	Peoples Gas Light & Coke Company		
9/25/2012	Midwest Generation, LLC Vendors	PER SE GROUP, INC.		
9/25/2012	Midwest Generation, LLC Vendors	PERFORMANCE POWER SERVICE P.C.		
9/25/2012	Midwest Generation, LLC Vendors	Petroleum Traders Corporation		
9/25/2012	Midwest Generation, LLC Vendors	PETROLIANCE LLC		
9/25/2012	Midwest Generation, LLC Vendors	PHILIP SERVICE'S CORP		
9/25/2012	Midwest Generation, LLC Vendors	PINNACLE SALES		
9/25/2012	Midwest Generation, LLC Vendors	PIONEER INDUSTRIAL CORPORATION		
9/25/2012	Midwest Generation, LLC Vendors	PIONEER MECHANICAL, INC.		
9/25/2012	Midwest Generation, LLC Vendors	Planet Forward, LLC		
9/25/2012	Midwest Generation, LLC Vendors	PLASTOCOR, INC.		
9/25/2012	Midwest Generation, LLC Vendors	POMP'S TIRE		
9/25/2012	Midwest Generation, LLC Vendors	POWER PLANT SERVICES, INC.		
9/25/2012	Midwest Generation, LLC Vendors	POWER TECHNICAL SERVICES		
9/25/2012	Midwest Generation, LLC Vendors	POWERTECH FIRE PROTECTION DIST.		
9/25/2012	Midwest Generation, LLC Vendors	PPM Project Mgt Services, LLC		
9/25/2012	Midwest Generation, LLC Vendors	PRECISION LUBRICANTS		
9/25/2012	Midwest Generation, LLC Vendors	Previs Inc.		

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/25/2012	Midwest Generation, LLC Vendors	PROCESS SALES, INC		
9/25/2012	Midwest Generation, LLC Vendors	PROCESS SEAL & PACKING INC.		
9/25/2012	Midwest Generation, LLC Vendors	PROFESSIONAL LOCOMOTIVE		
9/25/2012	Midwest Generation, LLC Vendors	PROGRESS PUMP & MACHINE SERVICES		
9/25/2012	Midwest Generation, LLC Vendors	Progress Rail Services		
9/25/2012	Midwest Generation, LLC Vendors	Protective Coatings, Inc.		
9/25/2012	Midwest Generation, LLC Vendors	PSI		
9/25/2012	Midwest Generation, LLC Vendors	PUMPING SOLUTIONS, INC.		
9/25/2012	Midwest Generation, LLC Vendors	PYRO INDUSTRIAL SERVICES, INC.		
9/25/2012	Midwest Generation, LLC Vendors	QUINTEL INC		
9/25/2012	Midwest Generation, LLC Vendors	R. A. CULLINAN & SON, INC		
9/25/2012	Midwest Generation, LLC Vendors	Rachke Piping & Mechanical Inc.		
9/25/2012	Midwest Generation, LLC Vendors	RAILWORKS TRACK SERVICES, INC.		
9/25/2012	Midwest Generation, LLC Vendors	RELCO LOCOMOTIVES		
9/25/2012	Midwest Generation, LLC Vendors	RICHMOND ENGINEERING WORKS LLC		
9/25/2012	Midwest Generation, LLC Vendors	RIVER CITY CONSTRUCTION		
9/25/2012	Midwest Generation, LLC Vendors	RMT, INC.		
9/25/2012	Midwest Generation, LLC Vendors	ROBERTS AND SCHAEFER		
9/25/2012	Midwest Generation, LLC Vendors	ROLAND MACHINERY CO		
9/25/2012	Midwest Generation, LLC Vendors	Rotating Equipment Services, Inc.		
9/25/2012	Midwest Generation, LLC Vendors	ROWELL CHEMICAL CORP		
9/25/2012	Midwest Generation, LLC Vendors	SAFWAY SERVICES, LLC		
9/25/2012	Midwest Generation, LLC Vendors	Sargent & Lundy LLC		
9/25/2012	Midwest Generation, LLC Vendors	SCC CLEANING CO., INC.		
9/25/2012	Midwest Generation, LLC Vendors	SCHIFF HARDIN LLP		
9/25/2012	Midwest Generation, LLC Vendors	SCI CORPORATION		
9/25/2012	Midwest Generation, LLC Vendors	Senior Flexonics Pathway, Inc.		
9/25/2012	Midwest Generation, LLC Vendors	SET ENVIRONMENTAL INC.		
9/25/2012	Midwest Generation, LLC Vendors	SGS NORTH AMERICA		
9/25/2012	Midwest Generation, LLC Vendors	SICK MAIHAK, INC.		
9/25/2012	Midwest Generation, LLC Vendors	SIEMENS ENERGY, INC.		
9/25/2012	Midwest Generation, LLC Vendors	Siemens Industry Inc		
9/25/2012	Midwest Generation, LLC Vendors	SIEMENS INDUSTRY, INC.		
9/25/2012	Midwest Generation, LLC Vendors	SIGMA INC.		
9/25/2012	Midwest Generation, LLC Vendors	Six Flags Great America		
9/25/2012	Midwest Generation, LLC Vendors	SKADDEN, ARPS, SLATE,		
9/25/2012	Midwest Generation, LLC Vendors	SmartBurn, LLC		
9/25/2012	Midwest Generation, LLC Vendors	Smit Transformer Sales, Inc.		
9/25/2012	Midwest Generation, LLC Vendors	SNOOK EQUIPMENT RENTAL INC.		

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/25/2012	Midwest Generation, LLC Vendors	Southern California Edison		
9/25/2012	Midwest Generation, LLC Vendors	SOUTHWEST TOWN MECHANICAL		
9/25/2012	Midwest Generation, LLC Vendors	STANDBY POWER SYSTEM		
9/25/2012	Midwest Generation, LLC Vendors	STEEL BUILDING SYSTEMS COMPANY		
9/25/2012	Midwest Generation, LLC Vendors	STEINER ELECTRIC CO		
9/25/2012	Midwest Generation, LLC Vendors	STOCK EQUIPMENT COMPANY		
9/25/2012	Midwest Generation, LLC Vendors	Structural Integrity Associates,		
9/25/2012	Midwest Generation, LLC Vendors	SUNBELT RENTALS		
9/25/2012	Midwest Generation, LLC Vendors	SUPERIOR PETROLEUM PRODUCTS, INC.		
9/25/2012	Midwest Generation, LLC Vendors	Swanson Contracting Co., Inc		
9/25/2012	Midwest Generation, LLC Vendors	TAZEWELL COUNTY ASPHALT		
9/25/2012	Midwest Generation, LLC Vendors	Tazewell County Collector		
9/25/2012	Midwest Generation, LLC Vendors	TEKsystems		
9/25/2012	Midwest Generation, LLC Vendors	TELEDYNE MONITOR LABS		
9/25/2012	Midwest Generation, LLC Vendors	TENCON, INC.		
9/25/2012	Midwest Generation, LLC Vendors	Test America, Inc		
9/25/2012	Midwest Generation, LLC Vendors	TESTA STEEL CONSTRUCTORS		
9/25/2012	Midwest Generation, LLC Vendors	TESTEX, INC		
9/25/2012	Midwest Generation, LLC Vendors	Thatcher Foundations, Inc.		
9/25/2012	Midwest Generation, LLC Vendors	THE AMERICAN GROUP OF		
9/25/2012	Midwest Generation, LLC Vendors	The Bank of New York		
9/25/2012	Midwest Generation, LLC Vendors	The CIT Group		
9/25/2012	Midwest Generation, LLC Vendors	THERMAL ENGINEERING INT.		
9/25/2012	Midwest Generation, LLC Vendors	THERMO ENVIRONMENTAL		
9/25/2012	Midwest Generation, LLC Vendors	THERMO FISHER SCIENTIFIC		
9/25/2012	Midwest Generation, LLC Vendors	TRACK SERVICES, INC		
9/25/2012	Midwest Generation, LLC Vendors	TRANSFORMER ASSOCIATES LIMITED		
9/25/2012	Midwest Generation, LLC Vendors	TRI-CITY ELECTRIC SERVICE, INC.		
9/25/2012	Midwest Generation, LLC Vendors	TTX Company		
9/25/2012	Midwest Generation, LLC Vendors	TURBO PARTS, LLC		
9/25/2012	Midwest Generation, LLC Vendors	TURBOCARE		
9/25/2012	Midwest Generation, LLC Vendors	Twisted Pair Technology		
9/25/2012	Midwest Generation, LLC Vendors	TYPE K DAMPER DRIVES		
9/25/2012	Midwest Generation, LLC Vendors	UHY Advisors FLVS, Inc.		
9/25/2012	Midwest Generation, LLC Vendors	UNICCO SERVICE COMPANY		
9/25/2012	Midwest Generation, LLC Vendors	Union Pacific Railroad		
9/25/2012	Midwest Generation, LLC Vendors	UNITED CONVEYOR CORPORATION		
9/25/2012	Midwest Generation, LLC Vendors	UNITED CONVEYOR SUPPLY COMPANY		
9/25/2012	Midwest Generation, LLC Vendors	UNITED SERVO HYDRAULICS INC		

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/25/2012	Midwest Generation, LLC Vendors	UNITED STATES CORROSION ENG.		
9/25/2012	Midwest Generation, LLC Vendors	UPS		
9/25/2012	Midwest Generation, LLC Vendors	URBAN ELEVATOR		
9/25/2012	Midwest Generation, LLC Vendors	USA Connect		
9/25/2012	Midwest Generation, LLC Vendors	VACTOR MANUFACTURING INC./GUZZ.		
9/25/2012	Midwest Generation, LLC Vendors	Vadakin, Inc.		
9/25/2012	Midwest Generation, LLC Vendors	VALDES ENGINEERING COMPANY		
9/25/2012	Midwest Generation, LLC Vendors	VALUE ENGINEERED WORKS, LTD		
9/25/2012	Midwest Generation, LLC Vendors	Veolia ES Industrial Services, Inc		
9/25/2012	Midwest Generation, LLC Vendors	W W GRAINGER		
9/25/2012	Midwest Generation, LLC Vendors	Wabtec Global Services		
9/25/2012	Midwest Generation, LLC Vendors	WASTE MANAGEMENT ILLINOIS		
9/25/2012	Midwest Generation, LLC Vendors	WELDSTAR COMPANY		
9/25/2012	Midwest Generation, LLC Vendors	Wesco Distribution Corp.		
9/25/2012	Midwest Generation, LLC Vendors	WILL COUNTY TREASURER		
9/25/2012	Midwest Generation, LLC Vendors	WOLCOTT WATER SYSTEMS, INC.		
9/25/2012	Midwest Generation, LLC Vendors	WORLDWIDE TURBINES LLC		
9/25/2012	Midwest Generation, LLC Vendors	WSA ENGINEERED SYSTEMS, INC.		
9/25/2012	Midwest Generation, LLC Vendors	WUNDERLICH DOOR CO		
9/25/2012	Midwest Generation, LLC Vendors	Yara North America, Inc		
9/25/2012	Midwest Generation, LLC Vendors	Zones, Inc.		
9/25/2012	Po-Jo Equity Investor	Associates Capital Investment, LLC		
9/25/2012	Po-Jo Equity Investor	PSEG Resources, Inc.		
9/25/2012	Po-Jo Indenture Trustee	United States Trust Company of New York		
9/25/2012	Po-Jo Owner Trustee	Wilmington Trust Company		
9/25/2012	Restructuring Professionals	Kirkland & Ellis LLP		
9/25/2012	Restructuring Professionals	McKinsey Recovery & Transformation Services U.S.		
9/25/2012	Restructuring Professionals	Perella Weinberg Partners		
9/25/2012	Restructuring Professionals	The Garden City Group, Inc.		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Alamosa Solar Array, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Archbald Power, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Arrowhead Energy Company		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Bandana Point Wind, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Cady Solar Array, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Carson Hydrogen Power, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Cibola Wind, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Clear Creek Wind, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Corum Solar Array, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Crown Energy, L.P.		

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Cuyama Solar, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Desert Sunrise Energy Company		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	East Guymon Wind, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Edison Mission Carson Corp.		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	EME Wind Service Co.		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	EMP, Inc.		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	First Hydro Renewables Number 2 Limited		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Gordonsville Energy, L.P.		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Gray Butte Solar, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Hampshire Highlands Wind, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Happy Whiteface Wind, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Hurricane Cliffs Wind, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Kenyon Wind, LP		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Lakeland Power Limited		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Madison Energy Company		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	March Point Cogeneration Company		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Meadow Mountain Wind Force, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Mission Capital, L.P.		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Mission Energy Generation, Inc.		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Mission Energy Holdings, Inc.		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Mission Energy Singapore Pte. Ltd.		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Mission Kenyon, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Mission Taylorville Energy Center LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Mission Wind New York, Inc.		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Mission Wind Taloga, Inc.		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Mission Wind Wildorado II, Inc.		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Mission/Eagle Energy Company		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Monte Vista Solar, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Morningstar Holdings B.V.		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Mustang Wind, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	North Shore Energy, L.P.		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	North Wind Cooperative		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Northville Energy Corporation		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Paradise Energy Company		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Pine Hill Wind, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Pine Nut Wind, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Rabbit Springs Solar, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Rapidan Energy Company		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Redbill Contracts Limited		

Date Refreshed	Type	Conflicts Party	Immediate Parent	Ultimate Parent
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Reeves Bay Energy Company		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Rosamond Solar, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Santa Clara Energy Company		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Savage Mtn. Wind Force, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Southwest Solar Land Company, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Stonycreek WindPower, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Strawberry Peak Solar, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Thorofare Energy Company		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Vernon Switch Wind, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Vista Energy, L.P.		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Wallula Energy Resource Company, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Wildcat Ridge Wind, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Willow Springs Solar, LLC		
9/25/2012	Subsidiary/Affiliate (Dissolved/Merged Out/Dead Projects)	Woodstock Hills LLC		
9/25/2012	Tapestry Lender	Banco de Sabadell		