

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

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

These Schedules of Assets and Liabilities Apply To:

| | |
|----------|---|
| | Edison Mission Energy (12-49219) |
| | Midwest Generation, LLC (12-49218) |
| X | Chestnut Ridge Energy Company (12-49220) |
| | Edison Mission Energy Fuel Services, LLC (12-49221) |
| | Camino Energy Company (12-49222) |
| | Edison Mission Fuel Resources, Inc. (12-49223) |
| | Edison Mission Fuel Transportation, Inc. (12-49224) |
| | Edison Mission Holdings Co. (12-49225) |
| | Edison Mission Midwest Holdings Co. (12-49226) |
| | Midwest Finance Corp. (12-49227) |
| | Midwest Generation EME, LLC (12-49228) |
| | Midwest Generation Procurement Services, LLC (12-49229) |
| | Midwest Peaker Holdings, Inc. (12-49230) |
| | Mission Energy Westside, Inc. (12-49231) |
| | San Joaquin Energy Company (12-49232) |
| | Southern Sierra Energy Company (12-49233) |
| | Western Sierra Energy Company (12-49234) |

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

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

**GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGIES,
AND DISCLAIMERS REGARDING THE DEBTORS’ SCHEDULES OF ASSETS
AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

The Schedules of Assets and Liabilities (collectively, the “Schedules”) and the Statements of Financial Affairs (collectively, the “Statements,” and together with the Schedules, the “Schedules and Statements”) filed by the above-captioned debtors and debtors in possession (collectively, the “Debtors”) were prepared pursuant to section 521 of title 11 of the United States Code (the “Bankruptcy Code”) and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) by management of the Debtors, with the assistance of the Debtors’ advisors, and are unaudited.

These Global Notes and Statement of Limitations, Methodologies, and Disclaimers Regarding the Debtors’ Schedules of Assets and Liabilities and Statements of Financial Affairs (the “Global Notes”) are incorporated by reference in, and comprise an integral part of, each Debtor’s Schedules and Statements, and should be referred to and considered in connection with any review of the Schedules and Statements.

While the Debtors have made reasonable efforts to ensure that the Schedules and Statements are as accurate and complete as possible under the circumstances, based on information that was available at the time of preparation, inadvertent errors, inaccuracies, or omissions may have occurred or the Debtors may discover subsequent information that requires material changes to the Schedules and Statements. Because the Schedules and Statements

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.

contain unaudited information, which is subject to further review, verification, and potential adjustment, there can be no assurance that the Schedules and Statements are complete.

The Schedules and Statements have been signed by Maria Rigatti, a Senior Vice President and the Chief Financial Officer of Debtor Edison Mission Energy and authorized officer of each other Debtor. In reviewing and signing the Schedules and Statements, Ms. Rigatti necessarily relied upon the efforts, statements, and representations of the Debtors' other personnel and advisors. Ms. Rigatti has not (and could not have) personally verified the accuracy of each such statement and representation, including statements and representations concerning amounts owed to creditors, classification of such amounts, and creditor addresses.

The Global Notes are in addition to any specific notes contained in any Debtor's Schedules or Statements. Furthermore, the fact that the Debtors have prepared Global Notes or specific notes with respect to any information in the Schedules and Statements and not to other information in the Schedules and Statements should not be interpreted as a decision by the Debtors to exclude the applicability of such Global Notes or specific notes to the rest of the Debtors' Schedules and Statements, as appropriate.

Disclosure of information in one or more Schedules, one or more Statements, or one or more exhibits or attachments to the Schedules or Statements, even if incorrectly placed, shall be deemed to be disclosed in the correct Schedules, Statements, exhibits, or attachments.

1. **Description of Cases.** On December 17, 2012 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the United Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court"). The Debtors' chapter 11 cases are jointly administered for procedural purposes only under *In re Edison Mission Energy, et al.*, Case No. 12-49219 (JPC) (Bankr. N.D. Ill.). On December 21, 2012, the Bankruptcy Court entered an amended order directing procedural consolidation and joint administration of the Debtors' chapter 11 cases [Docket No. 154]. On January 7, 2013, the United States Trustee for the Northern District of Illinois appointed a statutory committee of unsecured creditors pursuant to section 1102(a)(1) of the Bankruptcy Code [Docket No. 202]. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.
2. **"As Of" Information Date.** It would be prohibitively expensive, unduly burdensome, and an inefficient use of resources of the Debtors for the Debtors to obtain current market valuations of all of their assets. Accordingly, the asset information provided herein, except as otherwise noted, represents the asset data of the Debtors as of November 30, 2012. Amounts ultimately realized may vary from net book value (or whatever value was ascribed) and such variance may be material. Accordingly, the Debtors reserve all of their rights to amend or adjust the value of each asset set forth herein. In addition, the amounts shown for total liabilities exclude items identified as "unknown," "disputed," "contingent," "unliquidated," or "undetermined," and, thus, ultimate liabilities may differ materially from those stated in the Schedules and Statements.

3. **General Reservation of Rights.** Reasonable efforts have been made to prepare and file complete and accurate Schedules and Statements; however, inadvertent errors or omissions may exist. The Debtors reserve all rights to amend or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including the right to amend the Schedules and Statements with respect to any claim (“Claim”) description, designation, or Debtor against which the Claim is asserted; dispute or otherwise assert offsets or defenses to any Claim reflected in the Schedules and Statements as to amount, liability, priority, status, or classification; subsequently designate any Claim as “disputed,” “contingent,” or “unliquidated;” or object to the extent, validity, enforceability, priority, or avoidability of any Claim. Any failure to designate a Claim in the Schedules and Statements as “disputed,” “contingent,” or “unliquidated” does not constitute an admission by the Debtors that such Claim or amount is not “disputed,” “contingent,” or “unliquidated.” Listing a Claim does not constitute an admission of liability by the Debtor against which the Claim is listed or against any of the Debtors. Furthermore, nothing contained in the Schedules and Statements shall constitute a waiver of rights with respect to these chapter 11 cases, including issues involving Claims, substantive consolidation, defenses, equitable subordination, or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant nonbankruptcy laws to recover assets or avoid transfers. Any specific reservation of rights contained elsewhere in the Global Notes does not limit in any respect the general reservation of rights contained in this paragraph.
4. **Basis of Presentation.** For financial reporting purposes, before the Petition Date, the Debtors prepared financial statements on a consolidated basis, which were audited annually before 2012. Combining the assets and liabilities set forth in the Schedules and Statements of the Debtors would result in amounts that would be substantially different from financial information that would be prepared on a consolidated basis under Generally Accepted Accounting Principles (“GAAP”). Therefore, the Schedules and Statements do not purport to represent financial statements prepared in accordance with GAAP nor are they intended to reconcile fully with the consolidated financial statements prepared by the Debtors. Unlike the consolidated financial statements, the Schedules and Statements reflect the assets and liabilities of each separate Debtor, except where otherwise indicated. Information contained in the Schedules and Statements has been derived from the Debtors’ books and records and historical financial statements. Moreover, given, among other things, the uncertainty surrounding the collection and ownership of certain assets and the valuation and nature of certain liabilities, to the extent that a Debtor shows more assets than liabilities, this is not an admission that the Debtor was solvent as of the Petition Date or at any time before the Petition Date. Likewise, to the extent a Debtor shows more liabilities than assets, this is not an admission that the Debtor was insolvent at the Petition Date or any time before the Petition Date.
5. **Comprehensive Enterprise.** The Debtors operate their business as a comprehensive enterprise and their financial affairs are complex. Before the Petition Date, the Debtors maintained a cash management and disbursement system in the ordinary course of their business (the “Cash Management System”). Disbursements under the Cash Management System were controlled primarily by personnel located at the Debtors’ headquarters. As described in further detail in the *Motion to Authorize Debtors to (A) Continue Using Cash*

Management System; (B) Maintain Existing Bank Accounts and Business Forms; (C) Maintain Existing Investment Practices; (D) Continue Intercompany Transactions; and (E) Grant Superpriority Administrative Expense Status to Postpetition Intercompany Payments (the “Cash Management Motion”) [Docket No. 8], certain payments in the Schedules and Statements may have been made by one legal entity on behalf of another legal entity through the operation of the Cash Management System or otherwise as a result of the Debtors’ operations. Further, due to the nature of the Debtors’ operations, certain Claims set forth in one legal entity’s Schedules and Statements may more appropriately be an obligation of another legal entity. Although diligent efforts have been made to set forth open payable amounts and Claims on the Schedules and Statements of the correct legal entity, the Debtors reserve the right to modify or amend the Schedules and Statements to attribute open payable amounts and Claims to a different legal entity, if necessary or appropriate.

6. ***Confidential or Sensitive Information.*** There may be instances in which certain information in the Schedules and Statements intentionally has been redacted due to the nature of an agreement between a Debtor and a third-party, concerns about the confidential or commercially sensitive nature of certain information, or concerns for the privacy of an individual. In addition, the very existence of certain agreements is (by the terms of such agreements) confidential. These agreements have been noted, however, as “Confidential” in the Schedules and Statements, where applicable. The alterations or redactions are limited only to what the Debtors believe is necessary.
7. ***Causes of Action.*** Despite their reasonable efforts to identify all known assets, the Debtors may not have listed all of their causes of action or potential causes of action against third-parties as assets in the Schedules and Statements, including causes of actions arising under the provisions of chapter 5 of the Bankruptcy Code and any other relevant nonbankruptcy laws to recover assets or avoid transfers. The Debtors reserve all of their rights with respect to any cause of action (including avoidance actions), controversy, right of setoff, cross claim, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law (collectively, “Causes of Action”) they may have, and neither the Global Notes nor the Schedules and Statements shall be deemed a waiver of any Claims or Causes of Action or in any way prejudice or impair the assertion of such Claims or Causes of Action.
8. ***Recharacterization.*** The Debtors have made reasonable efforts to characterize, classify, categorize, and designate correctly the Claims, assets, executory contracts, unexpired leases, interests, and other items reported in the Schedules and Statements. Nevertheless, due to the complexity and size of the Debtors’ business enterprise, the Debtors may have improperly characterized, classified, categorized, or designated certain items. The Debtors reserve all of their rights to recharacterize, reclassify, recategorize, or redesignate

items reported in the Schedules and Statements at a later time as necessary or appropriate as additional information becomes available, including as to existence of any Claim and the executory or unexpired nature (or non-executory or expired nature) of contracts or leases identified herein.

9. **Court Orders.** Pursuant to certain orders of the Bankruptcy Court entered in these chapter 11 cases (the “First and Second Day Orders”), the Debtors were authorized but not directed to pay, among other things, certain prepetition Claims of critical trade vendors, suppliers, and taxing authorities. Accordingly, these liabilities may have been or may be satisfied in accordance with such orders and, therefore, generally are not listed in the Schedules and Statements. Regardless of whether such Claims are listed in the Schedules and Statements, to the extent such Claims are paid pursuant to an order of the Bankruptcy Court (including the First and Second Day Orders), the Debtors reserve all rights to amend or supplement the Schedules and Statements as is necessary or appropriate.
10. **Liabilities.** The Debtors have sought to allocate liabilities between the prepetition and postpetition periods based on the information and research that was conducted in connection with the preparation of the Schedules and Statements. As additional information becomes available and further research is conducted, the allocation of liabilities between prepetition and postpetition periods may change. The Debtors reserve the right to amend the Schedules and Statements as they deem appropriate in this regard.
11. **Excluded Assets and Liabilities.** The Debtors have excluded certain categories of assets and liabilities from the Schedules and Statements, including certain deferred tax assets, accrued tax liabilities, and certain accrued expenses. The Debtors also have excluded rejection damage Claims of counterparties to executory contracts and unexpired leases that may be rejected, to the extent such damage Claims exist. In addition, certain immaterial or de minimis assets and liabilities may have been excluded.
12. **Intellectual Property Rights.** Exclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have been abandoned, have been terminated, otherwise have expired by their terms, or have been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Conversely, inclusion of certain intellectual property shall not be construed to be an admission that such intellectual property rights have not been abandoned, have not been terminated, otherwise have not expired by their terms, or have not been assigned or otherwise transferred pursuant to a sale, acquisition, or other transaction. Accordingly, the Debtors reserve all of their rights with respect to the legal status of any and all intellectual property rights.
13. **Property and Equipment.** Unless otherwise indicated, owned property (including real property) and equipment are stated at net book value. The Debtors may lease furniture, fixtures, and equipment from certain third-party lessors. Any such leases are set forth in the Schedules and Statements. Nothing in the Schedules and Statements is or shall be construed as an admission as to the determination as to the legal status of any lease

(including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all of their rights with respect thereto.

14. **Estimates.** To prepare and file the Schedules in accordance with the deadline established in these chapter 11 cases, management was required to make certain estimates and assumptions that affected the reported amounts of these assets and liabilities. The Debtors reserve all rights to amend the reported amounts of assets and liabilities to reflect changes in those estimates or assumptions.
15. **Fiscal Year.** Each Debtor's fiscal year ends on December 31.
16. **Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.
17. **Umbrella or Master Agreements.** Contracts and leases listed in the Schedules and Statements may be umbrella or master agreements that cover relationships with some or all of the Debtors. Where relevant, such agreements have been listed in the Schedules and Statements only of the Debtor that signed the original umbrella or master agreement. Other Debtors, however, may be liable instead of, or together with, such Debtor on account of such agreements and the Debtors reserve all rights to amend the Schedules and Statements to reflect changes regarding the liability of the Debtors with respect to such agreements, if appropriate.
18. **Executory Contracts.** Although the Debtors have made diligent attempts to attribute an executory contract to its rightful Debtor, in certain instances, the Debtors may have inadvertently failed to do so due to the complexity and size of the Debtors' businesses. Accordingly, the Debtors reserve all of their rights with respect to the named parties of any and all executory contracts, including the right to amend Schedule G. In addition, although the Debtors have made diligence attempts to properly identify executory contracts and unexpired leases, the inclusion of a contract or lease on Schedule G does not constitute an admission as to the executory or unexpired nature (or non-executory or expired nature) of the contract or lease, or an admission as to the existence or validity of any Claims held by the counterparty to such contract or lease.
19. **Insiders.** The Debtors have attempted to include all payments made on or within 12 months before the Petition Date to any individual or entity deemed an "insider." As to each Debtor, an individual is designated as an "insider" if such individual, based on the totality of the circumstances, has at least a controlling interest in, or exercises sufficient authority over, the Debtor so as to unqualifiably dictate corporate policy and the disposition of corporate assets.

As to parent Debtor Edison Mission Energy, the following individuals are insiders who have received compensation from Edison Mission Energy within one year before the Petition Date: (a) the President (who also serves as a director); (b) the Senior Vice President and Chief Financial Officer; and (c) each of the two independent directors. In addition, the Senior Vice President and General Counsel of Edison Mission Energy is an insider with respect to Debtor Edison Mission Energy. This individual is compensated by

Debtor Midwest Generation EME, LLC, of which he serves as Vice President and director.

The listing of a party as an “insider” is not intended to be nor should be construed as a legal characterization of such party as an insider and does not act as an admission of any fact, Claim, right, or defense, and all such rights, Claims, and defenses are hereby expressly reserved.

20. ***Intercompany Transactions.*** As described in the *Motion to Authorize Continued Performance of Obligations under Intercompany and Shared Services Arrangements* [Docket No. 12] (the “Shared Services Motion”), Edison Mission Energy holds direct or indirect interests in approximately 282 subsidiaries, the vast majority of which are not debtors in these chapter 11 cases. The Schedules and Statements include certain intercompany transactions between the Debtors and the respective intercompany accounts payable and intercompany accounts receivable, if any, are set forth in the Schedules and Statements. Although diligent efforts have been made to set forth all, or all material, intercompany transactions, on the Schedules and Statements of the correct legal entity, the Debtors reserve the right to modify or amend the Schedules and Statements to include additional intercompany transactions or to attribute intercompany transactions to a different legal entity, if necessary or appropriate.
21. ***Totals.*** All totals that are included in the Schedules and Statements represent totals of all known amounts included in the Schedules and Statements. To the extent there are unknown, disputed, contingent, unliquidated, or otherwise undetermined amounts, the actual total may be different than the listed total. The description of an amount as “unknown,” “disputed,” “contingent,” “unliquidated,” or “undetermined” is not intended to reflect upon the materiality of such amount.
22. ***Setoffs.*** The Debtors incur certain offsets and other similar rights during the ordinary course of business. Offsets in the ordinary course can result from various items, including intercompany transactions, pricing discrepancies, returns, warranties, and other disputes between the Debtors and their suppliers. These offsets and other similar rights are consistent with the ordinary course of business in the Debtors’ industry and are not tracked separately. Therefore, although such offsets and other similar rights may have been accounted for when certain amounts were included in the Schedules, offsets are not independently accounted for, and as such, are excluded from the Debtors’ Schedules and Statements.
23. ***Guaranties and Other Secondary Liability Claims.*** The Debtors have used their best efforts to locate and identify guaranties and other secondary liability claims (collectively, the “Guaranties”) in their executory contracts, unexpired leases, debt instruments, and other such agreements; however, a review of these agreements, specifically the Debtors’ leases and contracts, is ongoing. Where such Guaranties have been identified, they have been included in the relevant Schedule for the Debtor or Debtors affected by such Guaranties. The Debtors have reflected the Guaranty obligations for both the primary obligor and the guarantors with respect to their secured financings and debt instruments on Schedule G. Guaranties with respect to the Debtors’

contracts and leases are not included on Schedule G and the Debtors believe that certain Guaranties embedded in the Debtors' executory contracts, unexpired leases, other secured financing, debt instruments, and similar agreements may exist and, to the extent they do, will be identified upon further review. Therefore, the Debtors reserve their rights to amend the Schedules to the extent additional Guaranties are identified.

24. ***Consolidated Identification of Interests.*** As set forth above, the Schedules and Statements, in various instances, call for information that, if provided, would disclose the identities and personal contact information of certain individuals. The Debtors elected to present such sensitive information as consolidated line items of similar interests. The Debtors believe that producing information in this manner is necessary to both maintain valuable customer and vendor relationships and to protect the Debtors' propriety information.
25. ***Global Notes Control.*** In the event that the Schedules and Statements differ from the Global Notes, *the Global Notes shall control.*

Specific Disclosures with Respect to the Debtors' Schedules

26. ***Schedule A.*** For those Debtors that own real property, such owned real estate is reported at book value, net of accumulated depreciation. The Debtors may have listed certain assets as real property when such assets are in fact personal property, or the Debtors may have listed certain assets as personal property when such assets are in fact real property. The Debtors reserve all of their rights to recategorize or recharacterize such asset holdings to the extent the Debtors determine that such holdings were listed incorrectly.
27. ***Schedule B.*** Despite their reasonable efforts to identify all known assets, the Debtors may not have listed all of their causes of action or potential causes of action against third parties as assets in the Schedules and Statements, including, but not limited to, avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant nonbankruptcy laws to recover assets. The Debtors reserve all of their rights with respect to any claims, causes of action, or avoidance actions that they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any such claims, causes of actions, or avoidance actions or in any way prejudice or impair the assertion of such claims
28. ***Schedules B(13) and B(14).*** Ownership interests in subsidiaries, partnerships, and joint ventures have been listed in Schedules B(13) and B(14) as an undetermined amount on account of the fact that the fair market value of such ownership is dependent on numerous variables and factors and may differ significantly from their net book value.
29. ***Schedule B(16).*** The Debtors have disclosed the net book value with respect to accounts receivable listed on Schedule B(16), which represents the amount of the accounts receivable netted by any "doubtful accounts." For purposes of Schedule B(16), "doubtful accounts" are those accounts that the Debtors have identified as unlikely to be paid given the amount of time such accounts have been outstanding and/or other factors.

30. **Schedule D.** Except as otherwise agreed pursuant to a stipulation, agreed order, or general order entered by the Bankruptcy Court that is or becomes final, the Debtors and their estates reserve their right to dispute or challenge the validity, perfection, or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a creditor listed on Schedule D of any Debtor. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims for informational purposes, no current valuation of the Debtors' assets in which such creditors may have a lien has been undertaken. Further, while the Debtors have included the results of Uniform Commercial Code searches, the listing of such results is not nor shall it be deemed an admission as to the validity of any such lien. The Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument related to such creditor's claim. The descriptions provided in Schedule D are intended to be a summary only. The Debtors have not included on Schedule D parties that may believe their claims are secured through setoff rights or inchoate statutory lien rights or real property lessors, utility companies, and other parties which may hold security deposits.
31. **Schedule E.** The listing of any claim on Schedule E does not constitute an admission by the Debtors that such claim is entitled to priority treatment under section 507 of the Bankruptcy Code. The Debtors reserve all of their rights to dispute the amount and the priority status of any claim on any basis at any time. All claims listed on the Debtors' Schedule E are claims owing to various taxing authorities to which the Debtors may potentially be liable. Certain of such claims, however, may be subject to ongoing audits and the Debtors are otherwise unable to determine with certainty the amount of many, if not all, of the remaining claims listed on Schedule E. Accordingly, the Debtors have listed all such claims as unknown in amount, pending final resolution of ongoing audits or other outstanding issues. The Debtors have not listed on Schedule E any tax, wage, or wage-related obligations which the Debtors have been granted authority to pay pursuant to a First Day or Second Day Order. The Debtors believe that all such claims have been or will be satisfied in the ordinary course during these chapter 11 cases pursuant to the authority granted in the relevant order.
32. **Schedule F.** The Debtors have attempted to relate all liabilities to each particular Debtor. Certain creditors listed on Schedule F may owe amounts to the Debtors and, as such, the Debtors may have valid setoff or recoupment rights with respect to such amounts. The amounts listed on Schedule F do not reflect any such right of setoff or recoupment and the Debtors reserve all rights to assert any such setoff or recoupment rights. Additionally, certain creditors may assert mechanics', materialman's, or other similar liens against the Debtors for amounts listed on Schedule F. The Debtors reserve their right to dispute or challenge the validity, perfection or immunity from avoidance of any lien purported to be perfected by a creditor listed on Schedule F of any Debtor.

In addition, certain claims listed on Schedule F may be entitled to priority under section 503(b)(9) of the Bankruptcy Code.

Schedule F contains information regarding pending litigation involving the Debtors. In certain instances, the Debtor that is the subject of the litigation is unclear or undetermined. To the extent that litigation involving a particular Debtor has been identified, such information is contained in the Schedule for that Debtor. The amounts for these potential claims are listed as undetermined and marked as contingent, unliquidated, and disputed in the Schedules.

33. **Schedule G.** While the Debtors' existing books, records, and financial systems have been relied upon to identify and schedule executory contracts at each of the Debtors, and although reasonable efforts have been made to ensure the accuracy of Schedule G, inadvertent errors, omissions, or inclusions may have occurred. The Debtors do not make, and specifically disclaim, any representation or warranty as to the completeness or accuracy of the information set forth on Schedule G. The Debtors hereby reserve all of their rights to dispute the validity, status, or enforceability of any contract, agreement, or lease set forth in Schedule G and to amend or supplement Schedule G as necessary. The contracts, agreements, and leases listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letters, memoranda, and other documents, instruments, and agreements that may not be listed therein despite the Debtors' use of reasonable efforts to identify such documents. Further, unless otherwise specified on Schedule G, each executory contract or unexpired lease listed thereon shall include all exhibits, schedules, riders, modifications, declarations, amendments, supplements, attachments, restatements, or other agreements made directly or indirectly by any agreement, instrument, or other document that in any manner affects such executory contract or unexpired lease, without respect to whether such agreement, instrument, or other document is listed thereon.

In some cases, the same supplier or provider appears multiple times in Schedule G. This multiple listing is intended to reflect distinct agreements between the applicable Debtor and such supplier or provider.

In the ordinary course of business, the Debtors may have issued numerous purchase orders for goods, supplies, product, services, and related items which, to the extent that such purchase orders constitute executory contracts, are not listed individually on Schedule G. To the extent that goods, supplies, or product were delivered or services performed under purchase orders before the Petition Date, vendors' claims with respect to such delivered goods, supplies, or product and performed services are included on Schedule F.

As a general matter, certain of the Debtors' executory contracts and unexpired leases could be included in more than one category. In those instances, one category has been chosen to avoid duplication. Further, the designation of a category is not meant to be wholly inclusive or descriptive of the entirety of the rights or obligations represented by such contract.

The Debtors hereby reserve all of their rights, claims, and causes of action with respect to the contracts and agreements listed on Schedule G, including the right to dispute or

challenge the characterization or the structure of any transaction, document, or instrument related to a creditor's claim, to dispute the validity, status, or enforceability of any contract, agreement, or lease set forth in Schedule G, and to amend or supplement Schedule G as necessary. The inclusion of a contract or lease on Schedule G does not constitute an admission as to the executory or unexpired nature (or non-executory or expired nature) of the contract or lease, or an admission as to the existence or validity of any Claims held by the counterparty to such contract or lease, and the Debtors reserve all rights in that regard, including that any agreement is not executory, has expired pursuant to its terms, or was terminated prepetition. Certain of the executory contracts and unexpired leases listed in Schedule G may have been assigned to, assumed by, or otherwise transferred to certain of the Debtors in connection with, among other things, acquisitions by the Debtors. The Debtors have attempted to list the appropriate Debtor parties to each contract, agreement, and lease on Schedule G, however, there may be instances in which other Debtor entities that are not parties to the contracts, agreements, and leases have been the primary entities conducting business in connection with these contracts, agreements, and leases. Accordingly, the Debtors have listed certain contracts, agreements, and leases on Schedule G of the Debtor entity corresponding to the applicable contracting entity on which may, upon further review, differ from the primary entity conducting business with the counterparty to that particular contract, agreement, or lease.

34. **Schedule H.** In the ordinary course of their businesses, the Debtors are involved in pending or threatened litigation and claims arising out of the conduct of their businesses. Certain "codebtors" identified in the Debtors' Schedules have not filed voluntary petitions for relief in these chapter 11 cases. Furthermore, some of these matters may involve multiple plaintiffs and defendants, some or all of whom may assert cross-claims and counter-claims against other parties. Because such claims are listed elsewhere in the Statement or Schedules, they have not been set forth individually on Schedule H. Further, the Debtors may not have identified certain guarantees that are embedded in the Debtors' executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements.

Specific Disclosures with Respect to the Debtors' Statements

35. **Statement 2.** The response to Statement 2 represents the sum of all non-operating income items. These items include, among other things, interest income and net equity income from unconsolidated affiliates. Amounts listed on Statement 2 may vary from amounts listed as "other income" in the Debtors' previously-filed public filings as a result of such public filings including consolidated "other income" from non-debtor subsidiaries and such amounts listed on Statement 2 excluding net non-operating expenses or losses, and interest expense.
36. **Statement 3(b).** The response to Statement 3(b) does not include checks that were either voided or not presented before the Petition Date. Due to the Debtors' Cash Management System, certain payments reflected in certain Debtors' responses to Statement 3(b) and Statement 3(c) may relate to payments made to affiliates who, in turn, remitted such payments to vendors or other creditors providing services to the Debtor entity making

such payment. Furthermore, the response to Statement 3(b) does not include payments made to employees in the ordinary course of business such as payroll or expense reimbursements.

37. **Statement 3(c).** Unless otherwise indicated in a Debtor's response to Statement 3(c), the Debtors have included a comprehensive response to Statement 3(c) in Statement 23.
38. **Statement 4(a).** The Debtors reserve all of their rights and defenses with respect to any and all listed lawsuits and administrative proceedings. The listing of any such suits and proceedings shall not constitute an admission by the Debtors of any liabilities or that the actions or proceedings were correctly filed against the Debtors or any affiliates of the Debtors. The Debtors also reserve their rights to assert that neither any Debtor nor any non-Debtor affiliate is an appropriate party to such actions or proceedings. Furthermore, Debtor Edison Mission Energy, together with its Debtor and non-Debtor affiliates operates its business enterprise on a consolidated basis. As a result, from time to time, the Debtors and their personnel or advisors provide assistance to non-Debtor affiliates in connection with litigation and administrative proceedings. Certain of these proceedings have been identified in Statement 4(a). The inclusion of such proceedings shall not constitute an admission by the Debtors of any liabilities or that the actions or proceedings were correctly filed against the Debtors or any affiliates of the Debtors. Finally, to the extent the Debtors (formally or informally) dispute property valuations or tax assessments, such disputes are not listed on Statement 4(a).
39. **Statement 8.** The Debtors occasionally incur losses for a variety of reasons, including theft and property damage. The Debtors, however, may not have records of all such losses to the extent such losses do not have a material impact on the Debtors' businesses or are not reported for insurance purposes.
40. **Statement 9.** Debtor Edison Mission Energy made payments to certain professionals on behalf of the Debtors. The Debtors cross-reference the Edison Mission Energy Statement in response to Statement 9 for the other Debtor Statements.
41. **Statement 14.** Debtor Midwest Generation, LLC operates certain leased units that have been included in their responses to Schedule G, and are not included in response to Statement 14.
42. **Statement 17.** The Debtors have operated over a substantial period of time and, as a result, may no longer possess the relevant records, or the records may no longer be complete or reasonably accessible (including, for example, records concerning gifts provided by certain Debtors to local charitable organizations during the 12-month period before the Petition Date). In addition, certain statutory document retention periods may have lapsed. Furthermore, certain individuals who once possessed responsive information may no longer be employed by the Debtors. As a result, it may not be reasonably possible to identify and supply the requested information for every "notice" responsive to Statement 17(a) and Statement 17(b), or every "proceeding" responsive to Statement 17(c). Nonetheless, the Debtors have devoted substantial internal and external resources to identify and provide the requested information for as many responsive

notices as reasonably possible. The Debtors reserve the right to supplement or amend its response in the future if additional information becomes available.

Furthermore, the responses to Statements 17(a), 17(b), and 17(c) identify the primary applicable Environmental Law or Environmental Laws and do not necessarily reflect all applicable Environmental Laws, such as occupational safety, health, or transportation laws.

43. **Schedule 17(b).** This response does not list routine reports and submissions concerning permitted discharges resulting from normal operations where such reports and submissions were made in compliance with regulatory requirements, such as monthly discharge monitoring reports, quarterly and annual air emissions reports, quarterly and annual groundwater monitoring reports, and annual toxic release inventory reports
44. **Statement 19(b).** During the two years preceding the Petition Date, PricewaterhouseCoopers audited the books of account and records of Edison Mission Energy, Midwest Generation, LLC, and the Debtors' consolidated business enterprise. PricewaterhouseCoopers did not audit the books of account and records of any Debtor other than Edison Mission Energy and Midwest Generation, LLC.
45. **Statement 19(d).** Debtors Edison Mission Energy and Midwest Generation, LLC have, from time to time, filed periodic reports with the Securities and Exchange Commission. As a result, in the ordinary course, consolidated financial information with respect to these Debtors, as well as other Debtors, may have been provided to banks, customers, suppliers, rating agencies, and other various interested parties.
46. **Statement 23.** Unless otherwise indicated in a Debtor's response to Statement 3(c), the Debtors have included a comprehensive response to Statement 3(c) in Statement 23.

As described in the Shared Services Motion and the Cash Management Motion, in the ordinary course of business, certain Debtors maintain business relationships with their Debtor and non-Debtor affiliates, including Edison International ("EIX") and Southern California Edison ("SCE"), resulting in intercompany receivables and payables (collectively, the "Intercompany Claims"). The Bankruptcy Court authorized the Debtors to engage in the transactions that give rise to the Intercompany Claims under the First and Second Day Orders. Requiring the Debtors to list each Intercompany Claim that arose during the 12-month period before the Petition Date in the Statements would impose unreasonable administrative burdens on the Debtors. Accordingly, the response to Statement 3c/23 only sets forth the Intercompany Claims among the Debtors and EIX, SCE, and other structurally senior entities that hold direct or indirect equity interests in Edison Mission Energy.

Statement 23 also discloses compensation provided to "insider" employees. Further information regarding compensation provided to insider employees is set forth in paragraph 19 above. As discussed above, the inclusion of a party as an "insider" is not intended to be nor should be construed as a legal characterization of such party as an

insider and does not act as an admission of any fact, Claim, right, or defense, and all such rights, Claims, and defenses are hereby expressly reserved.

47. **Statement 25.** A non-Debtor affiliate of Edison Mission Energy, Southern California Edison, sponsors the Edison 401(k) Savings Plan and the Southern California Edison Retirement Plan. In accordance with certain intercompany arrangements, Southern California Edison funds payments on behalf of the Debtors' employees that participate in the Edison 401(k) Savings Plan and the Southern California Edison Retirement Plan, which payments are charged back to the applicable Debtors that employ such employees in accordance with certain intercompany billing arrangements. The Debtors reserve all of their rights with respect to their responses to Statement 25.

**United States Bankruptcy Court
Northern District of Illinois**

In re **Chestnut Ridge Energy Company**, Case No. **12-49220 (JPC)**
Debtor Chapter **11**

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors must also complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

| NAME OF SCHEDULE | ATTACHED (YES/NO) | NO. OF SHEETS | ASSETS | LIABILITIES | OTHER |
|---|-------------------|---------------|-------------------------|-------------------------|--------------------|
| A - Real Property | Yes | 1 | \$0.00 | | |
| B - Personal Property | Yes | 4 | \$317,094,445.84 | | |
| C - Property Claimed as Exempt | No | 0 | | | |
| D - Creditors Holding Secured Claims | Yes | 1 | | \$0.00 | |
| E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E) | Yes | 2 | | \$0.00 | |
| F - Creditors Holding Unsecured Nonpriority Claims | Yes | 1 | | \$22,354.75 | |
| G - Executory Contracts and Unexpired Leases | Yes | 3 | | | |
| H - Codebtors | Yes | 2 | | | |
| I - Current Income of Individual Debtor(s) | No | 0 | | | N/A |
| J - Current Expenditures of Individual Debtor(s) | No | 0 | | | N/A |
| Total Number of Sheets of ALL Schedules | | 14 | | | |
| | | | Total Assets | \$317,094,445.84 | |
| | | | | Total Liabilities | \$22,354.75 |

In re Chestnut Ridge Energy Company, Case No. 12-49220 (JPC)
 Debtor

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

| Description and Location of Property | Nature of Debtor's Interest in Property | Husband, Wife, Joint, or Community | Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption | Amount of Secured Claim |
|--------------------------------------|---|------------------------------------|--|-------------------------|
|--------------------------------------|---|------------------------------------|--|-------------------------|

None

In re Chestnut Ridge Energy Company, Case No. 12-49220 (JPC)
Debtor

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petitioner is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property."

If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. § 112 and Fed. R. Bankr. P. 1007(m).

| Type of Property | N O N E | Description and Location of Property | Husband, Wife, Joint, or Community | Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption |
|---|------------------|--------------------------------------|---|---|
| 1. Cash on Hand | X | | | |
| 2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives. | X | | | |
| 3. Security deposits with public utilities, telephone companies, landlords, and others. | X | | | |
| 4. Household goods and furnishings, including audio, video, and computer equipment. | X | | | |
| 5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles. | X | | | |
| 6. Wearing apparel. | X | | | |
| 7. Furs and jewelry. | X | | | |
| 8. Firearms and sports, photographic, and other hobby equipment. | X | | | |
| 9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each. | X | | | |
| 10. Annuities. Itemize and name each issuer. | X | | | |
| 11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).) | X | | | |
| 12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars. | X | | | |

In re Chestnut Ridge Energy Company, Case No. 12-49220 (JPC)

Debtor

SCHEDULE B - PERSONAL PROPERTY

(Continuation Sheet)

| Type of Property | NONE | Description and Location of Property | Husband, Wife, Joint, or Community | Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption |
|---|------|--|------------------------------------|--|
| 13. Stock and interests in incorporated and unincorporated businesses. Itemize. | | 99.9% partnership interest in EME Homer City Generation, L.P. (non-Debtor) | | \$80,105,413.43 |
| 14. Interests in partnerships or joint ventures. Itemize. | X | | | |
| 15. Government and corporate bonds and other negotiable and nonnegotiable instruments. | X | | | |
| 16. Accounts receivable. | | See Attachment B16 | | \$236,989,032.41 |
| 17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars. | X | | | |
| 18. Other liquidated debts owed to debtor including tax refunds. Give particulars. | X | | | |
| 19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property. | X | | | |
| 20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust. | X | | | |
| 21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each. | X | | | |
| 22. Patents, copyrights, and other intellectual property. Give particulars. | X | | | |
| 23. Licenses, franchises, and other general intangibles. Give particulars. | X | | | |
| 24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes. | X | | | |
| 25. Automobiles, trucks, trailers, and other vehicles and accessories. | X | | | |
| 26. Boats, motors, and accessories. | X | | | |
| 27. Aircraft and accessories. | X | | | |
| 28. Office equipment, furnishings, and supplies. | X | | | |

In re Chestnut Ridge Energy Company, Case No. 12-49220 (JPC)
 Debtor

SCHEDULE B - PERSONAL PROPERTY
 (Continuation Sheet)

| Type of Property | N O N E | Description and Location of Property | Husband, Wife, Joint, or Community | Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption |
|--|------------------|--------------------------------------|---|---|
| 29. Machinery, fixtures, equipment, and supplies used in business. | X | | | |
| 30. Inventory. | X | | | |
| 31. Animals. | X | | | |
| 32. Crops - growing or harvested. Give particulars. | X | | | |
| 33. Farming equipment and implements. | X | | | |
| 34. Farm supplies, chemicals, and feed. | X | | | |
| 35. Other personal property of any kind not already listed. Itemize. | X | | | |

Case No. 12-49220 (JPC)

**Chestnut Ridge Energy Company
SCHEDULES OF ASSETS AND LIABILITIES
ATTACHMENT B16**

(B16) Accounts Receivable

| DESCRIPTION AND LOCATION OF PROPERTY | CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY |
|--|---|
| Intercompany Accounts Receivable (Debtor Entities) | \$100.00 |
| Intercompany Taxes Receivable (Debtor Entities) | \$236,988,932.41 |
| | <u>\$236,989,032.41</u> |

In re **Chestnut Ridge Energy Company**, Case No. **12-49220 (JPC)**

Debtor

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns).

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

| Creditor's Name and Mailing Address Including Zip Code and an Account Number (See Instructions Above) | C O D E B T O R | H U S B A N D W I F E J O I N T C O M M U N I T Y | D A T E C L A I M W A S I N C U R R E D | N A T U R E O F L I E N | V A L U E | C O N T I N G E N T | U N L I Q U I D A T E D | D I S P U T E D | Amount of Claim Without Deducting Value of Collateral | Unsecured Portion, if Any |
|--|-----------------|---|---|---|-----------|---------------------|-------------------------|-----------------|---|---------------------------|
| | | | | | | | | | | |
| ACCOUNT NO: UNITED STATES TRUST COMPANY OF NEW YORK AS COLLATERAL AGENT 114 WEST 47TH STREET, 25TH FLOOR NEW YORK, NY 10036 | | | Date Incurred: Various | Bank Debt UCC # 0136160644, 01365C0178, 06-70755401 and 1172936678 Collateral: Blanket lien | | X | X | X | \$0.00 | \$0.00 |
| | | | VALUE: | \$0.00 | | | | | | |

0 continuation sheets attached

Total >
(Use only on last page)

| | |
|---------------|---------------|
| \$0.00 | \$0.00 |
|---------------|---------------|

(Report also on Summary of Schedules)

(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data)

In re Chestnut Ridge Energy Company, Case No. 12-49220 (JPC)
Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts **not** entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

Domestic support obligations

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

Certain farmers and fishermen

Claims of certain farmers and fishermen, up to \$5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

Deposits by individuals

Claims of individuals up to \$2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

Taxes and certain other debts owed to governmental units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

Commitments to maintain the capital of an insured depository institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

Claims for death or personal injury while debtor was intoxicated

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

* Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

In re Chestnut Ridge Energy Company, Case No. 12-49220 (JPC)
Debtor

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet)

Taxes and certain other debts owed to governmental units

Type Of Priority

| C O D E B T O R | H U S B A N D W I F E J O I N T O R | Husband, Wife, Joint, or Community | C O N T I N G E N T | U N L I Q U I D A T E D | D I S P U T E D | Amount of Claim | Amount not Entitled to Priority, if Any |
|--------------------------------------|--|------------------------------------|--|--|--------------------------------------|-----------------|---|
| | | | | | | | Amount Entitled to Priority |
| 1 | | | | | | | |
| | ACCOUNT NO: COMMONWEALTH OF PENNSYLVANIA PENNSYLVANIA DEPT OF REVENUE BANKRUPTCY DIVISION PO BOX 280946 HARRISBURG, PA 17128-0946 | | Taxes - Income/Franchise | X | X | X | Undetermined |
| | | | | | | Undetermined | Undetermined |
| 2 | | | | | | | |
| | ACCOUNT NO: PENNSYLVANIA DEPT OF REVENUE PO BOX 280420 HARRISBURG, PA 17128-0420 | | Taxes - Other | X | X | X | Undetermined |
| | | | | | | Undetermined | Undetermined |

Total >

(Report on Summary of Schedules)

| | |
|--------------|--------------|
| Undetermined | Undetermined |
| | Undetermined |

In re Chestnut Ridge Energy Company, Case No. 12-49220 (JPC)
Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

| C O D E B T O R | Husband, Wife, Joint, or Community | | C O N T I N G E N T | U N L I Q U I D A T E D | D I S P U T E D | Amount of Claim |
|--------------------------------------|------------------------------------|--|--|--|--------------------------------------|-----------------|
| | H W J C | Date Claim was Incurred and Consideration for Claim. If claim is subject to Setoff, so state. | | | | |
| 1 | | | | | | |
| | | Intercompany Cash | | | | \$20,182.00 |
| 2 | | | | | | |
| | | Intercompany Cash - Interest | | | | \$2,172.75 |
| 3 | | | | | | |
| | | Litigation- Threatened | X | X | X | \$0.00 |

In re **Chestnut Ridge Energy Company**, Case No. **12-49220 (JPC)**

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

| Name and Address of Contract Party | Description of Contract or Lease and Nature of Debtor's Interest |
|--|---|
| 1 Edison International and certain senior unsecured noteholders of Edison Mission Energy | Miscellaneous Contract (ID: 19469) Transaction Support Agreement dated December 16, 2012 Nature of Debtor's Interest: Participant |
| 2 Edison Mission Energy | Tax Sharing Agreement (ID: 01294) Tax Allocation Agreement, as amended Nature of Debtor's Interest: Participant |
| 3 Edison Mission Energy Fuel Services, LLC | Tax Sharing Agreement (ID: 01294) Tax Allocation Agreement, as amended Nature of Debtor's Interest: Participant |
| 4 Edison Mission Finance Co. | Tax Sharing Agreement (ID: 01294) Tax Allocation Agreement, as amended Nature of Debtor's Interest: Participant |
| 5 Edison Mission Finance Co. | Tax Sharing Agreement (ID: 01318) Tax Allocation Agreement Nature of Debtor's Interest: Participant |
| 6 Edison Mission Finance Co. | Miscellaneous Contract (ID: 16264) Intercompany Loan Subordination Agreement, as amended Nature of Debtor's Interest: Participant |
| 7 Edison Mission Finance Co. | Tax Sharing Agreement (ID: 01296) Tax Allocation Agreement Nature of Debtor's Interest: Participant |
| 8 Edison Mission Holdings Co. | Tax Sharing Agreement (ID: 01318) Tax Allocation Agreement Nature of Debtor's Interest: Participant |
| 9 Edison Mission Holdings Co. | Tax Sharing Agreement (ID: 01296) Tax Allocation Agreement Nature of Debtor's Interest: Participant |
| 10 Edison Mission Holdings Co. | Miscellaneous Contract (ID: 16264) Intercompany Loan Subordination Agreement, as amended Nature of Debtor's Interest: Participant |

In re **Chestnut Ridge Energy Company**, Case No. **12-49220 (JPC)**

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

| Name and Address of Contract Party | Description of Contract or Lease and Nature of Debtor's Interest |
|--|---|
| 11 Edison Mission Holdings Co. | Tax Sharing Agreement (ID: 01294) Tax Allocation Agreement, as amended Nature of Debtor's Interest: Participant |
| 12 Edison Mission Midwest Holdings Co. | Tax Sharing Agreement (ID: 01294) Tax Allocation Agreement, as amended Nature of Debtor's Interest: Participant |
| 13 Edison Mission Midwest, Inc. | Tax Sharing Agreement (ID: 01294) Tax Allocation Agreement, as amended Nature of Debtor's Interest: Participant |
| 14 EME Homer City Generation, L.P. | Tax Sharing Agreement (ID: 01294) Tax Allocation Agreement, as amended Nature of Debtor's Interest: Participant |
| 15 EME Homer City Generation, L.P. | Tax Sharing Agreement (ID: 01318) Tax Allocation Agreement Nature of Debtor's Interest: Participant |
| 16 EME Homer City Generation, L.P. | Miscellaneous Contract (ID: 16264) Intercompany Loan Subordination Agreement, as amended Nature of Debtor's Interest: Participant |
| 17 EME Homer City Generation, L.P. | Tax Sharing Agreement (ID: 01296) Tax Allocation Agreement Nature of Debtor's Interest: Participant |
| 18 EME Services Co. | Service Contract (ID: 03046) Master Service Agreement Nature of Debtor's Interest: Customer |
| 19 Homer City Property Holdings, Inc. | Tax Sharing Agreement (ID: 01296) Tax Allocation Agreement Nature of Debtor's Interest: Participant |
| 20 Homer City Property Holdings, Inc. | Miscellaneous Contract (ID: 16264) Intercompany Loan Subordination Agreement, as amended Nature of Debtor's Interest: Participant |
| 21 Homer City Property Holdings, Inc. | Tax Sharing Agreement (ID: 01318) Tax Allocation Agreement Nature of Debtor's Interest: Participant |
| 22 Homer City Property Holdings, Inc. | Tax Sharing Agreement (ID: 01294) Tax Allocation Agreement, as amended Nature of Debtor's Interest: Participant |

In re Chestnut Ridge Energy Company, Case No. 12-49220 (JPC)

Debtor

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

(Continuation Sheet)

| Name and Address of Contract Party | Description of Contract or Lease and Nature of Debtor's Interest |
|---|---|
| 23 Midwest Finance Corp. | Tax Sharing Agreement (ID: 01294) Tax Allocation Agreement, as amended Nature of Debtor's Interest: Participant |
| 24 Midwest Generation EME LLC | Tax Sharing Agreement (ID: 01294) Tax Allocation Agreement, as amended Nature of Debtor's Interest: Participant |
| 25 Midwest Generation LLC | Tax Sharing Agreement (ID: 01294) Tax Allocation Agreement, as amended Nature of Debtor's Interest: Participant |
| 26 Mission Energy Westside, Inc. | Tax Sharing Agreement (ID: 01296) Tax Allocation Agreement Nature of Debtor's Interest: Participant |
| 27 Mission Energy Westside, Inc. | Miscellaneous Contract (ID: 16264) Intercompany Loan Subordination Agreement, as amended Nature of Debtor's Interest: Participant |
| 28 Mission Energy Westside, Inc. | Tax Sharing Agreement (ID: 01294) Tax Allocation Agreement, as amended Nature of Debtor's Interest: Participant |
| 29 Mission Energy Westside, Inc. | Tax Sharing Agreement (ID: 01318) Tax Allocation Agreement Nature of Debtor's Interest: Participant |
| 30 Mission Wind New Mexico, Inc. | Tax Sharing Agreement (ID: 01294) Tax Allocation Agreement, as amended Nature of Debtor's Interest: Participant |
| 31 Mission Wind Texas, Inc. | Tax Sharing Agreement (ID: 01294) Tax Allocation Agreement, as amended Nature of Debtor's Interest: Participant |
| 32 Mission Wind Wildorado, Inc. | Tax Sharing Agreement (ID: 01294) Tax Allocation Agreement, as amended Nature of Debtor's Interest: Participant |
| 33 The Bank of New York Attn: Christopher J. Grell 114 West 47th Street 25th Floor New York, NY 10036 | Miscellaneous Contract (ID: 16264) Intercompany Loan Subordination Agreement, as amended Nature of Debtor's Interest: Participant |

In re Chestnut Ridge Energy Company, Case No. 12-49220 (JPC)
Debtor

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no codebtors

| NAME AND ADDRESS OF CODEBTOR | NAME AND ADDRESS OF CREDITOR |
|------------------------------|------------------------------|
|------------------------------|------------------------------|

See Attachment H

**Chestnut Ridge Energy Company
SCHEDULES OF ASSETS AND LIABILITIES
ATTACHMENT H**

NAME AND ADDRESS OF CODEBTORS AND CREDITORS

Chestnut Ridge Energy Company is one of several Co-defendants in the following lawsuit, with the parties listed below:

Richard J. and Renee Miller vs. EME Homer City Generation, LP, *et al.*
Court of Common Pleas of Indiana County, Pennsylvania

Additional Co-defendants:

Edison International, Inc.
Edison Mission Energy
Edison Mission Energy Fuel Services, Inc.
Edison Mission Group, Inc.
Edison Mission Holdings Company
Edison Mission Marketing & Trading, Inc.
Edison Mission Operation & Maintenance, Inc.
EME Homer City Generation, LP
Homer City Property Holdings, Inc.
Midwest Generation EME, LLC
Midwest Generation, LLC
Mission Energy Holding Co.
Mission Energy Westside, Inc.

**United States Bankruptcy Court
Northern District of Illinois**


In re Chestnut Ridge Energy Company, Debtor, Case No. 12-49220 (JPC)
Chapter 11

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the Senior Vice President and Chief Financial Officer of Edison Mission Energy, the parent company of the Debtor in this Chapter 11 case, declare under penalty of perjury that I have read or have directed the review of the foregoing summary and schedules, consisting of **15** sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date February 14, 2013

Signature 
Maria Rigatti
Senior Vice President and Chief Financial Officer
of Edison Mission Energy

*Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.*