

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

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

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**GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGIES, AND DISCLAIMERS REGARDING THE HOMER CITY 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 EME Homer City Generation L.P. (“EMEHC”), Edison Mission Finance Co., and Homer City Property Holdings, Inc. (collectively, the “Homer City 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 Edison Mission Energy, the indirect corporate parent of the Homer City Debtors, with the assistance of the Homer City Debtors’ advisors, and are unaudited.

These Global Notes and Statement of Limitations, Methodologies, and Disclaimers Regarding the Homer City 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 Homer City Debtor’s Schedules and Statements, and should be referred to and considered in connection with any review of the Schedules and Statements and, in the event that the Schedules and Statements differ from the Global Notes, the Global Notes shall control.

While the Homer City Debtors have made reasonable efforts to ensure that the Schedules and Statements are as accurate and complete as possible under the circumstances, based on

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<sup>1</sup> 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 Finance Co. (9202); Edison Mission Fuel Resources, Inc. (3014); Edison Mission Fuel Transportation, Inc. (3012); Edison Mission Holdings Co. (6940); Edison Mission Midwest Holdings Co. (6553); EME Homer City Generation L.P. (6938); Homer City Property Holdings, Inc. (1685); 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.

information that was available at the time of preparation, inadvertent errors, inaccuracies, or omissions may have occurred or the Homer City Debtors may discover subsequent information that requires material changes to the Schedules and Statements. Because the Schedules and Statements 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 Edison Mission Energy, the indirect corporate parent of each Homer City Debtor, and an authorized officer of: (a) Mission Energy Westside, Inc., the general partner of EMEHC; (b) Homer City Property Holdings, Inc.; and (c) Edison Mission Finance Co. In reviewing and signing the Schedules and Statements, Ms. Rigatti necessarily relied upon the efforts, statements, and representations of Edison Mission Energy's other employees and the Homer City Debtors' 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 Homer City Debtor's Schedules or Statements. Furthermore, the fact that the Homer City 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 Homer City Debtors to exclude the applicability of such Global Notes or specific notes to the rest of the Homer City 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 "Original Petition Date"), Edison Mission Energy and sixteen of its domestic subsidiaries (collectively, the "Initial 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"). On May 2, 2013 (the "Homer City Petition Date"), the Homer City Debtors (together with the Initial Debtors, the "Debtors") filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code with the Bankruptcy Court. On May 15, 2013, the Bankruptcy Court ordered joint administration of the Initial Debtors' and Homer City Debtors' respective chapter 11 cases and the application of certain orders in the Initial Debtors' chapter 11 cases to the Homer City Debtors. The Debtors' chapter 11 cases are jointly administered for procedural purposes only under In re Edison Mission Energy, et al., No. 12-49219 (JPC) (Bankr. N.D. Ill.). The Debtors continue to 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 Homer City Debtors for the Homer City 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 Homer City Debtors as of April 30, 2013. Amounts ultimately realized may vary from the value ascribed to such amounts, and such variance may be material. Accordingly, the Homer City 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 Homer City 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 Homer City 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 Homer City Debtors that such Claim or amount is not “disputed,” “contingent,” or “unliquidated.” Listing a Claim does not constitute an admission of liability by the Homer City 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 Original 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 Homer City 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 Homer City Debtors. Unlike the consolidated financial statements, the Schedules and Statements reflect the assets and liabilities of each separate Homer City Debtor, except where otherwise indicated. Information contained in the Schedules and Statements has been derived from the Homer City 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 Homer City

Debtor shows more assets than liabilities, this is not an admission that the Homer City Debtor was solvent as of the Homer City Petition Date or at any time before the Homer City Petition Date. Likewise, to the extent a Homer City Debtor shows more liabilities than assets, this is not an admission that the Homer City Debtor was insolvent at the Homer City Petition Date or any time before the Homer City Petition Date.

5. ***Comprehensive Enterprise.*** The Debtors operate their business as a comprehensive enterprise and their financial affairs are complex. Before the Original 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* [Docket No. 8] (the “Cash Management Motion”), 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 Homer City 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. ***Causes of Action.*** Despite their reasonable efforts to identify all known assets, the Homer City 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 Homer City 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 Homer City 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.
7. ***Recharacterization.*** The Homer City 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 Homer City Debtors may have improperly characterized, classified, categorized, or designated certain items. The Homer City 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.

8. **Liabilities.** The Homer City 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 Homer City Debtors reserve the right to amend the Schedules and Statements as they deem appropriate in this regard.
9. **Excluded Assets and Liabilities.** The Homer City Debtors have excluded certain categories of assets and liabilities from the Schedules and Statements. The Homer City 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.
10. **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 Homer City Debtors reserve all of their rights with respect to the legal status of any and all intellectual property rights.
11. **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 Homer City Debtors reserve all rights to amend the reported amounts of assets and liabilities to reflect changes in those estimates or assumptions.
12. **Fiscal Year.** Each Homer City Debtor's fiscal year ends on December 31.
13. **Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.
14. **Executory Contracts.** Although the Homer City Debtors have made diligent attempts to attribute an executory contract to its rightful Homer City Debtor, in certain instances, the

Homer City Debtors may have inadvertently failed to do so due to the complexity and size of the Debtors' businesses. Accordingly, the Homer City 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 Homer City Debtors have made diligent 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.

15. **Insiders.** The Homer City Debtors have attempted to include all payments made on or within 12 months before the Homer City Petition Date to any individual or entity deemed an "insider." 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. Further details regarding payments to insiders are set forth herein in response to Statements 3(c) and 23.
16. **Intercompany Transactions.** The Schedules and Statements include certain intercompany transactions between the Homer City 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 Homer City 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.
17. **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.
18. **Setoffs.** The Homer City 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 Homer City Debtors and other entities. These offsets and other similar rights are consistent with the ordinary course of business in the Homer City 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 Schedules and Statements.

**Specific Disclosures with Respect to the Homer City Debtors' Schedules**

19. **Schedule B.** Despite their reasonable efforts to identify all known assets, the Homer City 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 avoidance actions arising under chapter 5 of the Bankruptcy Code and actions under other relevant nonbankruptcy laws to recover assets. The Homer City 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
20. **Schedule E.** The listing of any claim on Schedule E does not constitute an admission by the Homer City Debtors that such claim is entitled to priority treatment under section 507 of the Bankruptcy Code. The Homer City 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 Homer City Debtors' Schedule E are claims owing to various taxing authorities to which the Homer City Debtors may potentially be liable. Certain of such claims, however, may be subject to ongoing audits and the Homer City 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 Homer City Debtors have listed all such claims as unknown in amount, pending final resolution of ongoing audits or other outstanding issues.
21. **Schedule F.** The Homer City Debtors have attempted to relate all liabilities to each particular Homer City Debtor. Certain creditors listed on Schedule F may owe amounts to the Homer City Debtors and, as such, the Homer City 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 Homer City 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 Homer City Debtors for amounts listed on Schedule F. The Homer City 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 Homer City 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 Homer City Debtors. In certain instances, the Homer City Debtor that is the subject of the litigation is unclear or undetermined. To the extent that litigation involving a particular Homer City Debtor has been identified, such information is contained in the Schedule for that Homer City Debtor. The amounts for these potential claims are listed as undetermined and marked as contingent, unliquidated, and disputed in the Schedules.

22. **Schedule G.** While the Homer City Debtors' existing books, records, and financial systems have been relied upon to identify and schedule executory contracts at each of the

Homer City Debtors, and although reasonable efforts have been made to ensure the accuracy of Schedule G, inadvertent errors, omissions, or inclusions may have occurred. The Homer City 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 Homer City 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 Homer City 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.

As a general matter, certain of the Homer City 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 Homer City 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 Homer City 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 Homer City Debtors in connection with, among other things, acquisitions by the Homer City Debtors. The Homer City Debtors have attempted to list the appropriate Homer City Debtor parties to each contract, agreement, and lease on Schedule G, however, there may be instances in which other Homer City 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 Homer City Debtors have listed certain contracts, agreements, and leases on Schedule G of the Homer City 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.



23. **Schedule H.** The Homer City Debtors are involved in pending or threatened litigation and claims arising out of the conduct of their businesses. Certain “codebtors” identified in the Homer City 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 Homer City Debtors may not have identified certain guarantees that are embedded in the Homer City Debtors’ executory contracts, unexpired leases, secured financings, debt instruments, and other such agreements.

**Specific Disclosures with Respect to the Homer City Debtors’ Statements**

24. **Statement 2.** The response to Statement 2 includes, among other things, interest income, which amounts may vary from amounts listed as “other income” in the Homer City 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.
25. **Statement 3(b).** Certain payments reflected in certain Homer City 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 Homer City Debtor making such payment or on whose behalf such payment was made.
26. **Statement 3(c).** Unless otherwise indicated in a Homer City Debtor’s response to Statement 3(c), the Homer City Debtors have included a comprehensive response to Statement 3(c) in Statement 23.
27. **Statement 4(a).** The Homer City 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 Homer City Debtors of any liabilities or that the actions or proceedings were correctly filed against the Homer City Debtors or any affiliates of the Homer City Debtors. The Homer City Debtors also reserve their rights to assert that neither any Homer City Debtor nor any non-Debtor affiliate is an appropriate party to such actions or proceedings. Certain of these proceedings have been identified in Statement 4(a). The inclusion of such proceedings shall not constitute an admission by the Homer City Debtors of any liabilities or that the actions or proceedings were correctly filed against the Homer City Debtors or any affiliates of the Homer City Debtors.
28. **Statement 9.** With the exception of costs related to the payments to professionals of Midwest Generation, LLC, Edison Mission Energy has incurred the costs related to the Debtors’ jointly administered chapter 11 cases and has not segregated the costs incurred related to each individual Debtor, including any Homer City Debtor.
29. **Statement 17.** The Homer City 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. In addition, certain statutory document retention periods may have lapsed and certain individuals who once possessed responsive information may no longer be employed by the Homer City 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). Where requested categories of information were not reasonably available for a listed item, the applicable Homer City Debtor’s response provides as much information as was reasonably available.

For the avoidance of any doubt, 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 potentially applicable occupational safety, health, or transportation laws. Furthermore, 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.

The Homer City Debtors reserve the right to supplement or amend their response in the future if additional information becomes available.

30. **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
31. **Statement 19(b).** PricewaterhouseCoopers audited the books of account and records of EMEHC for the fiscal year ending December 31, 2011; EMEHC’s books of account and record were not audited for the fiscal year ending December 31, 2012. The books of account and record of the other Homer City Debtors were not audited during the two years before the Homer City Petition Date.
32. **Statement 19(d).** From time to time, EMEHC filed periodic reports with the Securities and Exchange Commission. As a result, in the ordinary course, consolidated financial information with respect to the Homer City Debtors may have been provided to banks, customers, suppliers, rating agencies, and other various interested parties.
33. **Statement 23.** Unless otherwise indicated in a Homer City Debtor’s response to Statement 3(c), the Homer City Debtors have included a comprehensive response to Statement 3(c) in Statement 23.

In the ordinary course of business, certain Debtors maintain business relationships with their Debtor and non-Debtor affiliates, including non-Debtors Edison International (“EIX”) and Southern California Edison (“SCE”), which transactions result in intercompany receivables and payables (collectively, the “Intercompany Claims”). Requiring the Homer City Debtors to list each Intercompany Claim that arose during the

12-month period before the Homer City Petition Date in the Statements would impose unreasonable administrative burdens on the Homer City Debtors. Accordingly, the response to Statement 3(c)/23 only sets forth the Intercompany Claims among the Homer City Debtors and EIX, SCE, and other structurally senior entities that hold direct or indirect equity interests in Edison Mission Energy. As discussed more fully 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 by the Homer City Debtors.

34. **Statement 25.** EMEHC participates in the Edison International Retirement Plan for Bargaining Unit Employees of EME Homer City Generation L.P. and the Southern California Edison Company Retirement Plan. The Homer City Debtors reserve all of their rights with respect to Statement 25.

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

In re **Homer City Property Holdings, Inc.**, Case No. **13-18705 (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	<b>Yes</b>	<b>1</b>	<b>\$0.00</b>		
B - Personal Property	<b>Yes</b>	<b>3</b>	<b>\$295,130.30</b>		
C - Property Claimed as Exempt	<b>No</b>	<b>0</b>			
D - Creditors Holding Secured Claims	<b>Yes</b>	<b>1</b>		<b>\$0.00</b>	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	<b>Yes</b>	<b>2</b>		<b>\$0.00</b>	
F - Creditors Holding Unsecured Nonpriority Claims	<b>Yes</b>	<b>1</b>		<b>\$0.00</b>	
G - Executory Contracts and Unexpired Leases	<b>Yes</b>	<b>2</b>			
H - Codebtors	<b>Yes</b>	<b>2</b>			
I - Current Income of Individual Debtor(s)	<b>No</b>	<b>0</b>			<b>N/A</b>
J - Current Expenditures of Individual Debtor(s)	<b>No</b>	<b>0</b>			<b>N/A</b>
Total Number of Sheets of ALL Schedules		<b>12</b>			
			Total Assets	<b>\$295,130.30</b>	
			Total Liabilities	<b>\$0.00</b>	

In re Homer City Property Holdings, Inc., Case No. 13-18705 (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
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None

In re Homer City Property Holdings, Inc., Case No. 13-18705 (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	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
	O N E			
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 Homer City Property Holdings, Inc., Case No. 13-18705 (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.	X			
14. Interests in partnerships or joint ventures. Itemize.	X			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			
16. Accounts receivable.		Intercompany Accounts Receivable - Debtor Entities		\$100.00
		Intercompany Cash - Non-Debtor Entities		\$90,201.04
		Intercompany Cash Interest - Non-Debtor Entities		\$11,212.74
		Intercompany Taxes Receivable - Debtor Entities		\$193,616.52
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			

In re Homer City Property Holdings, Inc., Case No. 13-18705 (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
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.	X			
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			



In re Homer City Property Holdings, Inc., Case No. 13-18705 (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 <i>(See Instructions Above)</i>	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 Without Deducting Value of Collateral	Unsecured Portion, if Any
		H	W					
None								

0 continuation sheets attached

Total >  
(Use only on last page)

<b>\$0.00</b>	<b>\$0.00</b>
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(Report also on Summary of Schedules)

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

In re Homer City Property Holdings, Inc., Case No. 13-18705 (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 \$12,475\* 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 \$6,150\* 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 \$2,775\* 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 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

In re Homer City Property Holdings, Inc., Case No. 13-18705 (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 W J C	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:	Taxes - Income/Franchise	X	X	X	Undetermined	Undetermined
	CALIFORNIA FRANCHISE TAX BOARD BANKRUPTCY SECTION MS A340 PO BOX 2952 SACRAMENTO, CA 95812-2952						Undetermined
2	ACCOUNT NO:	Taxes - Income/Franchise	X	X	X	Undetermined	Undetermined
	DEPT OF THE TREASURY INTERNAL REVENUE SERVICE (IRS) CENTRALIZED INSOLVENCY OPERATION PO BOX 7346 PHILADELPHIA, PA 19101-7346						Undetermined

Total >

(Report on Summary of Schedules)

Undetermined	Undetermined
	Undetermined



In re Homer City Property Holdings, Inc., Case No. 13-18705 (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 EME Homer City Generation L.P. Attn: President, Managing, or General Agent 3 MacArthur Place Suite 100 Santa Ana, CA 92707	Termination Agreement (ID: 19537) Termination of Memorandum of Facility Site Lease and Easement Agreement
2 EME Homer City Generation L.P. Attn: President, Managing, or General Agent 3 MacArthur Place Suite 100 Santa Ana, CA 92707	Termination Agreement (ID: 19562) Termination of Memorandum of Facility Site Lease and Easement Agreement
3 EME Homer City Generation L.P. Attn: President, Managing, or General Agent 3 MacArthur Place Suite 100 Santa Ana, CA 92707	Termination Agreement (ID: 19545) Termination of Memorandum of Facility Site Lease and Easement Agreement
4 EME Homer City Generation L.P. Attn: President, Managing, or General Agent 3 MacArthur Place Suite 100 Santa Ana, CA 92707	Termination Agreement (ID: 19552) Termination of Memorandum of Facility Site Lease and Easement Agreement
5 EME Homer City Generation L.P. Attn: President, Managing, or General Agent 3 MacArthur Place Suite 100 Santa Ana, CA 92707	Termination Agreement (ID: 19551) Termination of Memorandum of Facility Site Lease and Easement Agreement
6 EME Homer City Generation L.P. Attn: President, Managing, or General Agent 3 MacArthur Place Suite 100 Santa Ana, CA 92707	Termination Agreement (ID: 19549) Termination of Memorandum of Facility Site Lease and Easement Agreement
7 EME Homer City Generation L.P. Attn: President, Managing, or General Agent 3 MacArthur Place Suite 100 Santa Ana, CA 92707	Termination Agreement (ID: 19546) Termination of Memorandum of Facility Site Lease and Easement Agreement
8 EME Homer City Generation L.P. Attn: President, Managing, or General Agent 3 MacArthur Place Suite 100 Santa Ana, CA 92707	Termination Agreement (ID: 19547) Termination of Memorandum of Facility Site Lease and Easement Agreement
9 Homer City OL1 LLC c/o Wells Fargo Bank Minnesota, N.A. Corporate Trust Services MAC; N2691-090 213 Court Street Middletown, CT 6457	Termination Agreement (ID: 19552) Termination of Memorandum of Facility Site Lease and Easement Agreement

In re Homer City Property Holdings, Inc., Case No. 13-18705 (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
10 Homer City OL2 LLC c/o Wells Fargo Bank Minnesota, N.A. Corporate Trust Services MAC; N2691-090 213 Court Street Middletown, CT 6457	Termination Agreement (ID: 19551) Termination of Memorandum of Facility Site Lease and Easement Agreement
11 Homer City OL3 LLC c/o Wells Fargo Bank Minnesota, N.A. Corporate Trust Services MAC; N2691-090 213 Court Street Middletown, CT 6457	Termination Agreement (ID: 19537) Termination of Memorandum of Facility Site Lease and Easement Agreement
12 Homer City OL4 LLC c/o Wells Fargo Bank Minnesota, N.A. Corporate Trust Services MAC; N2691-090 213 Court Street Middletown, CT 6457	Termination Agreement (ID: 19549) Termination of Memorandum of Facility Site Lease and Easement Agreement
13 Homer City OL5 LLC c/o Wells Fargo Bank Minnesota, N.A. Corporate Trust Services MAC; N2691-090 213 Court Street Middletown, CT 6457	Termination Agreement (ID: 19562) Termination of Memorandum of Facility Site Lease and Easement Agreement
14 Homer City OL6 LLC c/o Wells Fargo Bank Minnesota, N.A. Corporate Trust Services MAC; N2691-090 213 Court Street Middletown, CT 6457	Termination Agreement (ID: 19547) Termination of Memorandum of Facility Site Lease and Easement Agreement
15 Homer City OL7 LLC c/o Wells Fargo Bank Minnesota, N.A. Corporate Trust Services MAC; N2691-090 213 Court Street Middletown, CT 6457	Termination Agreement (ID: 19546) Termination of Memorandum of Facility Site Lease and Easement Agreement
16 Homer City OL8 LLC c/o Wells Fargo Bank Minnesota, N.A. Corporate Trust Services MAC; N2691-090 213 Court Street Middletown, CT 6457	Termination Agreement (ID: 19545) Termination of Memorandum of Facility Site Lease and Easement Agreement

In re Homer City Property Holdings, Inc., Case No. 13-18705 (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
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**See Attachment H**

**Homer City Property Holdings, Inc.  
SCHEDULES OF ASSETS AND LIABILITIES  
ATTACHMENT H**

**NAME AND ADDRESS OF CODEBTORS AND CREDITORS**

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Homer City Property Holdings, Inc. is one of several Co-defendants in the following lawsuit, with the parties listed below:

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

Additional Co-defendants:

Chestnut Ridge Energy Company  
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  
Midwest Generation EME, LLC  
Midwest Generation, LLC  
Mission Energy Holding Co.  
Mission Energy Westside, Inc.



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

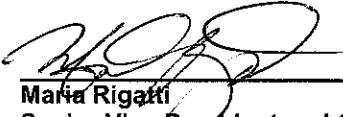
In re Homer City Property Holdings, Inc., Case No. 13-18705 (JPC)  
Debtor Chapter 11

**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 **13** sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date May 16, 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.*