

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

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs. To indicate payments, transfers and the like to minor children, 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).

Questions 1 - 18 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 19 - 25. **If the answer to an applicable question is "None," mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

*"In business."* A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within six years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or owner of 5 percent or more of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed full-time or part-time. An individual debtor also may be "in business" for the purpose of this form if the debtor engages in a trade, business, or other activity, other than as an employee, to supplement income from the debtor's primary employment.

*"Insider."* The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any owner of 5 percent or more of the voting or equity securities of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

None **1. Income from employment or operation of business**



State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business, including part-time activities either as an employee or in independent trade or business, from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

None  **2. Income other than from employment or operation of business**

State the amount of income received by the debtor other than from employment, trade, profession, operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE
\$834.96	YTD 04/30/13 - Interest Income, Net
\$2,689.31	FYE 12/31/12 - Interest Income, Net
\$2,231.42	FYE 12/31/11 - Interest Income, Net
\$500.00	YTD 04/30/13 - Other Income, Net
\$5,000.00	FYE 12/31/12 - Other Income, Net
\$6,500.00	FYE 12/31/11 - Other Income, Net

None  **3. Payments to creditors**

*Complete a. or b., as appropriate, and c.*

a. *Individual or joint debtor(s) with primarily consumer debts:* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
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b. *Debtor whose debts are not primarily consumer debts:* List each payment or other transfer to any creditor made within **90 days** immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$6,225\*. If the debtor is an individual, indicate with an asterisk (\*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
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*\*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.*

c. *All debtors:* List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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None  **4. Suits and administrative proceedings, executions, garnishments and attachments**

a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
<b>See Attachment 4a</b>			

None  **b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)**

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATES OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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None  **5. Repossessions, foreclosures and returns**

List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
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None  **6. Assignments and receiverships**

a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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None  b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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None  **7. Gifts**  
 List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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None  **8. Losses**  
 List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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None  **9. Payments related to debt counseling or bankruptcy**  
 List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYER IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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None **10. Other transfers**

- a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **two years** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE	RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
<b>See Attachment 10a</b>			

- None  b. List all property transferred by the debtor within ten years immediately preceding the commencement of this case to a self-settled trust or similar device of which the debtor is a beneficiary.

NAME OF TRUST OR OTHER DEVICE	DATE(S) OF TRANSFER(S)	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY OR DEBTOR'S INTEREST IN PROPERTY
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None **11. Closed financial accounts**

- List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE OF ACCOUNT, LAST FOUR DIGITS OF ACCOUNT NUMBER, AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
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None **12. Safe deposit boxes**

- List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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None **13. Setoffs**



List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR DATE OF SETOFF AMOUNT OF SETOFF

None **14. Property held for another person**



List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER DESCRIPTION AND VALUE OF PROPERTY LOCATION OF PROPERTY

None **15. Prior address of debtor**



If debtor has moved within **three years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS NAME USED DATES OF OCCUPANCY  
**18101 Von Karman Avenue, Suite 1700** **Homer City Property Holdings,** **03/15/99 to 12/31/11**  
**Irvine, CA 92612** **Inc.**

None **16. Spouses and Former Spouses**



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 **eight years** 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.

NAME

None **17. Environmental Information.**



For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state, or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law.

a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law:

SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.



SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
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None c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.



NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
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None  **18. Nature, location and name of business**

a. *If the debtor is an individual*, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partner in a partnership, sole proprietor, or was self-employed in a trade, profession, or other activity either full- or part-time within **six years** immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

*If the debtor is a partnership*, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities, within **six years** immediately preceding the commencement of this case.

*If the debtor is a corporation*, list the names, addresses, taxpayer-identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within **six years** immediately preceding the commencement of this case.

NAME	LAST FOUR DIGITS OF SOCIAL- SECURITY OR OTHER INDIVIDUAL TAXPAYER-I.D. NO. (ITIN)/ COMPLETE EIN	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
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None  b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
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The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within **six years** immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting or equity securities of a corporation; a partner, other than a limited partner, of a partnership, a sole proprietor, or self-employed in a trade, profession, or other activity, either full- or part-time.

*(An individual or joint debtor should complete this portion of the statement **only** if the debtor is or has been in business, as defined above, within six years immediately preceding the commencement of this case. A debtor who has not been in business within those six years should go directly to the signature page.)*

None  **19. Books, records and financial statements**

a. List all bookkeepers and accountants who within **two years** immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
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**See Attachment 19a**

None  b. List all firms or individuals who within **two years** immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME ADDRESS DATES SERVICES RENDERED

None  c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME ADDRESS  
**Aaron Moss** **3 MacArthur Place**  
**Santa Ana, CA 92707**  
  
**Maria Rigatti** **3 MacArthur Place**  
**Santa Ana, CA 92707**

None  d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued by the debtor within **two years** immediately preceding the commencement of this case.

NAME AND ADDRESS DATE ISSUED  
**See Attachment 19d**

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None  **20. Inventories**

a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY INVENTORY SUPERVISOR DOLLAR AMOUNT OF INVENTORY  
(Specify cost, market or other basis)

None  b. List the name and address of the person having possession of the records of each of the inventories reported in a., above.

DATE OF INVENTORY NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS

None  **21. Current Partners, Officers, Directors and Shareholders**

a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS NATURE OF INTEREST PERCENTAGE OF INTEREST

None  b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting or equity securities of the corporation.

NAME AND ADDRESS TITLE NATURE AND PERCENTAGE NAME AND OF STOCK OWNERSHIP  
**See Attachment 21b**

None  **22. Former partners, officers, directors and shareholders**

a. If the debtor is a partnership, list each member who withdrew from the partnership within **one year** immediately preceding the commencement of this case.

NAME ADDRESS DATE OF WITHDRAWAL

None  b. If the debtor is a corporation, list all officers or directors whose relationship with the corporation terminated within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS TITLE DATE OF TERMINATION

None  **23. Withdrawals from a partnership or distributions by a corporation**

If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during **one year** immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT	RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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None  **24. Tax Consolidation Group.**

If the debtor is a corporation, list the name and federal taxpayer-identification number of the parent corporation of any consolidated group for tax purposes of which the debtor has been a member at any time within **six years** immediately preceding the commencement of the case.

NAME OF PARENT CORPORATION	TAXPAYER-IDENTIFICATION NUMBER (EIN)
<b>Edison International</b>	<b>95-4137452</b>

None  **25. Pension Funds.**

If the debtor is not an individual, list the name and federal taxpayer-identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within **six years** immediately preceding the commencement of the case.

NAME OF PENSION FUND	TAXPAYER-IDENTIFICATION NUMBER (EIN)
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\* \* \* \* \*

[If completed by an individual or individual and spouse]

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date \_\_\_\_\_ Signature of Debtor \_\_\_\_\_  
Date \_\_\_\_\_ Signature of Joint Debtor (if any) \_\_\_\_\_

[If completed on behalf of a partnership or corporation]

I declare under penalty of perjury that I have read or directed the review of the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date **05/16/13** \_\_\_\_\_ Signature  \_\_\_\_\_  
Print Name and Title **Maria Rigatti**  
**Senior Vice President and Chief Financial Officer of Edison Mission Energy**

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

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

**DECLARATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)**

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required by that section.

Printed or Typed Name and Title, if any, of Bankruptcy Petition Preparer \_\_\_\_\_ Social-Security No. (Required by 11 U.S.C. § 110.) \_\_\_\_\_

If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social-security number of the officer, principal, responsible person, or partner who signs this document.

Address \_\_\_\_\_

Signature of Bankruptcy Petition Preparer \_\_\_\_\_ Date \_\_\_\_\_

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person

**A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 18 U.S.C. § 156.**

Case No. 13-18705 (JPC)

Homer City Property Holdings, Inc  
STATEMENT OF FINANCIAL AFFAIRS  
ATTACHMENT 4a

(4a) Suits and Administrative Proceedings Within One Year

<u>CAPTION OF SUIT</u>	<u>CASE NUMBER</u>	<u>NATURE OF PROCEEDING</u>	<u>COURT OR AGENCY AND LOCATION</u>	<u>STATUS OR DISPOSITION</u>
Richard Jr. and Renee Miller v. EME Homer City Generation, LP et al.	Case No. 2:13-cv- 00352-GLL-RCM	Personal Injury Claim	US District Court, Western District of Pennsylvania - Pittsburgh, PA	Pending

**Homer City Property Holdings, Inc.  
STATEMENT OF FINANCIAL AFFAIRS  
ATTACHMENT 10a**

**(10a) Property Transferred Outside the Ordinary Course of Business Within Two Years**

<b>RECIPIENT NAME</b>	<b>RELATIONSHIP TO DEBTOR</b>	<b>DATE(S) OF TRANSFER(S)</b>	<b>DESCRIPTION OF PROPERTY</b>	<b>VALUE RECEIVED</b>
Homer City Generation, L.P. c/o General Electric Capital Corporation 800 Long Ridge Road Stamford, Connecticut 06927 Attention: Homer City Portfolio Manager	No affiliation	12/12/12	Transference of Homer City Property Holdings, Inc.'s rights, title and interest in land located in Indiana County, Pennsylvania and related assets.	Undetermined
Homer City Generation, L.P. c/o General Electric Capital Corporation 800 Long Ridge Road Stamford, Connecticut 06927 Attention: Homer City Portfolio Manager	No affiliation	12/13/12	Sale of Homer City Property Holdings, Inc.'s buildings, land and land improvements located in Indiana County, Pennsylvania, not including coal and right of support underneath surface land described herein	Undetermined

**Homer City Property Holdings, Inc.  
STATEMENT OF FINANCIAL AFFAIRS  
ATTACHMENT 19a**

**(19a) Bookkeepers and Accountants Who Within Two Years Immediately Preceding the Filing of the Bankruptcy Case Kept or Supervised the Keeping of Books of Account and Records of the Debtor.**

<b>NAME AND ADDRESS</b>	<b>TITLE</b>	<b>DATES SERVICES RENDERED</b>
Aaron Moss 3 MacArthur Place Santa Ana, CA 92707	Vice President and Controller of Edison Mission Energy	10/10/11 to Present
Joanne Collins 3 MacArthur Place Santa Ana, CA 92707	Former Vice President and Controller of Edison Mission Energy	Through 10/10/11
Maria Rigatti 3 MacArthur Place Santa Ana, CA 92707	Senior Vice President and Chief Financial Officer of Edison Mission Energy	12/20/10 to Present

**Homer City Property Holdings, Inc.  
STATEMENT OF FINANCIAL AFFAIRS  
ATTACHMENT 19d**

**(19d) Financial Institutions, Creditors and Other Parties to Whom a  
Financial Statement Was Issued Within Two Years**

**NAME AND ADDRESS**

**DATE ISSUED**

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Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, Edison Mission Energy has filed with the U.S. Securities and Exchange Commission (the "SEC") reports on Form 8-K, Form 10-Q, and Form 10-K. These SEC filings contain consolidated financial information relating to the Debtors. Additionally, consolidated financial information for the Debtors is posted on the company's website at [www.edisonmissionenergy.com](http://www.edisonmissionenergy.com). Because the SEC filings and the website are of public record, the Debtors do not maintain records of the parties that requested or obtained copies of any of the SEC filings from the SEC or the Debtors.

In addition, the Debtors provide certain parties, such as banks, auditors, potential investors, vendors and financial advisors financial statements that may not be part of a public filing. The Debtors do not maintain complete lists to track such disclosures.

As such, the Debtors have not provided lists of these parties in response to this question.

**Homer City Property Holdings, Inc.  
STATEMENT OF FINANCIAL AFFAIRS  
ATTACHMENT 21b**

**(21b) Current Partners, Officers, Directors and Shareholders**

<b>NAME</b>	<b>TITLE</b>	<b>ADDRESS</b>	<b>NATURE AND PERCENTAGE OF STOCK OWNERSHIP</b>
Edison Mission Holdings Co.		3 MacArthur Place, Suite 100 Santa Ana, CA 92707	100% of Ownership Interest
Donald Claybaugh	Vice President	235 Remington Blvd., Suite A Bolingbrook, IL 60440	
Karen House	Vice President	235 Remington Blvd., Suite A Bolingbrook, IL 60440	
John C. Kennedy	President and Director	235 Remington Blvd., Suite A Bolingbrook, IL 60440	
Fred W. McCluskey	Vice President	235 Remington Blvd., Suite A Bolingbrook, IL 60440	
Daniel D. McDevitt	Director	500 W. Madison St, Suite 2640 Chicago, IL 60661	
Douglas R. McFarlan	Vice President	500 W. Madison St, Suite 2640 Chicago, IL 60661	
Aaron Moss	Vice President and Controller	3 MacArthur Place, Suite 100 Santa Ana, CA 92707	
Crystal S. Needham	Vice President and Secretary	3 MacArthur Place, Suite 100 Santa Ana, CA 92707	
William (Tres) M. Petmecky III	Vice President and Treasurer	3 MacArthur Place, Suite 100 Santa Ana, CA 92707	
Maria Rigatti	Vice President, Chief Financial Officer and Director	3 MacArthur Place, Suite 100 Santa Ana, CA 92707	
Cindy VanDran	Assistant Secretary	3 MacArthur Place, Suite 100 Santa Ana, CA 92707	
Andrea Wood	Vice President	3 MacArthur Place, Suite 100 Santa Ana, CA 92707	