

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

)		
In re:	)	Chapter 11	
)		
EDISON MISSION ENERGY, <i>et al.</i> , ¹	)	Case No. 12-[_____] (____)	
)		
Debtors.	)	(Joint Administration Requested)	
)		

NOTICE OF MOTION

PLEASE TAKE NOTICE that on December 17, 2012, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion to Determine Adequate Assurance of Utility Payment and to Authorize Procedures Relating Thereto* (the “Motion”).

PLEASE TAKE FURTHER NOTICE that the Debtors have requested a hearing on the Motion on Monday, December 17, 2012, at a time to be determined before the Honorable [_____] or any other judge who may be sitting in [his/her] place and stead, in Courtroom [___] in the United States Courthouse, 219 South Dearborn Street, Chicago, Illinois, at which time you may appear if you deem fit.

PLEASE TAKE FURTHER NOTICE that the hearing date and time once determined as well as copies of all documents are available free of charge by visiting the case website maintained by GCG, Inc. proposed notice and claims agent for these chapter 11 cases, available at www.edisonmissionrestructuring.com or by calling (866) 241-6491. You may also obtain copies of any pleadings by visiting the Court’s website at www.ilnb.uscourts.gov in accordance with the procedures and fees set forth therein.

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

Dated: December 17, 2012

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UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

)	
In re:	)	Chapter 11
)	
EDISON MISSION ENERGY, et al., ¹	)	Case No. 12-[_____] (____)
)	
Debtors.	)	(Joint Administration Requested)
)	

**DEBTORS’ MOTION TO DETERMINE ADEQUATE
ASSURANCE OF UTILITY PAYMENT AND
TO AUTHORIZE PROCEDURES RELATING THERETO**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) state as follows in support of this motion (this “Motion”):²

Relief Requested

1. By this Motion, the Debtors request entry of interim and final orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B** (respectively, the “Interim Order” and the “Final Order”): (a) determining that the Proposed Adequate Assurance (as defined and described herein) provides the Utility Providers (as defined herein) with adequate assurance of payment within the meaning of section 366 of the Bankruptcy Code; (b) approving procedures for resolving any disputes concerning adequate assurance in the event that a Utility Provider is

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

² The facts and circumstances supporting this Motion are set forth in the *Declaration of Maria Rigatti, Senior Vice President and Chief Financial Officer of Edison Mission Energy, in Support of Chapter 11 Petitions and First Day Pleadings* (the “First Day Declaration”), filed contemporaneously herewith.

not satisfied with the Proposed Adequate Assurance (the “Adequate Assurance Procedures”); (c) prohibiting the Utility Providers from altering, refusing, or discontinuing services on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Proposed Adequate Assurance; and (d) determining that the Debtors are not required to furnish any additional adequate assurance to Utility Providers other than as set forth herein.

Jurisdiction

2. The United States Bankruptcy Court for the Northern District of Illinois (the “Court”) has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory bases for the relief requested herein are sections 105(a) and 366 of title 11 of the United States Code (the “Bankruptcy Code”).

Background

5. Edison Mission Energy, together with its Debtor and non-Debtor affiliates, is a leading independent power producing enterprise specializing in developing, operating, and selling energy and capacity from over 40 generating facilities in 12 states and the Republic of Turkey. The Debtors have approximately 950 employees and maintain headquarters in Chicago, Illinois and Santa Ana, California.

6. On the date hereof (the “Petition Date”), each of the Debtors filed a petition with this Court under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Motion, the Debtors requested procedural consolidation and joint administration of these chapter 11 cases pursuant to

Bankruptcy Rule 1015(b). No party has requested the appointment of a trustee or examiner in these chapter 11 cases, and no committees have been appointed or designated.

The Utility Providers and Adequate Assurance

7. The Debtors incur utility expenses for water, sewer service, electricity, gas, telephone service, data service, waste management, and other similar utility services. These utility services are provided by approximately seventeen utilities (as such term is used in section 366 of the Bankruptcy Code, collectively, the “Utility Providers”), including those listed on Exhibit 1 to each of Exhibit A and Exhibit B attached hereto (the “Utility Service List”).³ On average, the Debtors spend approximately \$635,000 each month on utility costs. As of the Petition Date, the Debtors believe they are substantially current on utility payments. Additionally, the Debtors have existing one-month prepayment arrangements with certain Utility Providers totaling approximately \$600.

8. The Utility Providers service the Debtors’ corporate and divisional headquarters, as well as their power generation facilities. Preserving utility services on an uninterrupted basis is essential to the Debtors’ ongoing operations and, therefore, to the success of their reorganization. Any interruption of utility services, even for a brief period of time, would disrupt the Debtors’ businesses’ operations, thereby impairing the Debtors’ reorganization efforts. Therefore, it is critical that utility services continue uninterrupted during these chapter 11 cases.

³ Although the Debtors believe that the Utility Service List includes all of their Utility Providers, the Debtors reserve the right to supplement the Utility Service List, without the need for further order of the Court, if any Utility Provider has been omitted. Additionally, the listing of an entity on the Utility Service List is not an admission that such entity is a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve the right to contest any such characterization in the future.

I. The Proposed Adequate Assurance

9. Section 366(a), in conjunction with section 366(b), of the Bankruptcy Code prevents utility companies from altering, refusing, or discontinuing service to a debtor during the first twenty days of a chapter 11 case. However, pursuant to section 366(c)(2) of the Bankruptcy Code, a utility provider may terminate its services to a chapter 11 debtor that has not provided adequate assurance of payment to the utility company within thirty days of the Petition Date. 11 U.S.C. § 366(c)(2). “Adequate assurance of payment” for postpetition utility services consists of “(i) a cash deposit, (ii) a letter of credit, (iii) a certificate of deposit, (iv) a surety bond, (v) a prepayment of utility consumption, or (vi) another form of security that is mutually agreed on between the utility and debtor or the trustee.” 11 U.S.C. § 366(c)(1)(A).

10. The Debtors intend to pay postpetition obligations owed to the Utility Providers in a timely manner. The Debtors expect that their cash flows from operations and cash on hand will be sufficient to pay postpetition obligations related to their utility services.

A. The Adequate Assurance Deposit

11. To provide additional assurance of payment for future services to the Utility Providers, the Debtors propose to deposit an amount equal to the estimated aggregate cost for two weeks of utility service, calculated as a historical average over the past twelve months (the “Adequate Assurance Deposit”), into a newly created, segregated, interest-bearing account (the “Adequate Assurance Deposit Account”). The Debtors incur on average approximately \$300,000 every two weeks for utility services, an amount that does not include the \$600 in outstanding one-month prepayments.

12. The Debtors propose that the Adequate Assurance Deposit be maintained until the earlier of (i) entry of an order of the Court authorizing the return of the Adequate Assurance

Deposit to the Debtors and (ii) the effective date of a chapter 11 plan, at which time the Adequate Assurance Deposit shall automatically be returned to the Debtors without further order of the Court.

13. The Debtors submit that the Adequate Assurance Deposit, in conjunction with the Debtors' demonstrated ability to pay for future utility services in the ordinary course of business (together, the "Proposed Adequate Assurance"), constitutes sufficient adequate assurance to the Utility Providers.

B. Procedures for Additional Adequate Assurance Requests

14. In light of the severe consequences to the Debtors of any interruption in services by the Utility Providers, but recognizing the right of the Utility Providers to evaluate the Proposed Adequate Assurance on a case-by-case basis, the Debtors propose that the Court approve and adopt the following Adequate Assurance Procedures:

- a. Within two (2) business days of the date of the Interim Order approving this Motion, the Debtors will fax, e-mail, serve by overnight mail, or otherwise expeditiously send a copy of this Motion, the Interim Order, and notice of the Final Hearing substantially in the form annexed to the Interim Order as **Exhibit 2** (the "Final Hearing Notice"), to each Utility Provider.
- b. If a Utility Provider is not satisfied with the assurance of future payment provided by the Debtors, the Utility Provider must serve a request (a "Request") upon (i) the Debtors at the following addresses: (a) Midwest Generation, LLC, 500 West Madison Street, Suite 2640, Chicago, Illinois, 60661, Attn: Daniel McDevitt; (b) Edison Mission Energy, 3 MacArthur Place, Suite 100, Santa Ana, California 92707, Attn: Maria Rigatti; and (c) Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Sarah Hiltz Seewer and Brad Weiland; and (ii) counsel to the ad hoc committee of certain holders of the Debtors' senior unsecured notes.
- c. Any Request must: (i) be made in writing; (ii) set forth the location for which utility services are provided; (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits; (iv) certify the amount that is equal to two weeks of

utility service it provides to the Debtors, calculated as a historical average over the past 12 months; (v) certify that it currently is not paid in advance for its services; and (vi) explain why the Utility Provider believes the Debtors' Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

- d. Upon the Debtors' receipt of a Request, the Debtors will have until the later of (i) fourteen (14) days from the receipt of such Request and (ii) thirty (30) days from the Petition Date (collectively, the "Resolution Period") to negotiate with such Utility Provider to resolve such Utility Provider's request for additional assurance; provided, however, that the Resolution Period may be extended by mutual consent of the Debtors and the Utility Provider.
- e. The Debtors may, in their sole discretion, resolve any Request by mutual agreement with the Utility Provider without further order of the Court, and may, in connection with any such agreement, in their sole discretion, provide a Utility Provider with additional adequate assurance of future payment, including, without limitation, cash deposits, prepayments, and other forms of security, without further order of the Court if the Debtors believe such additional assurance is reasonable.
- f. If the Debtors determine that a Request is unreasonable and are not able to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtors, during or immediately after the Resolution Period, will file a motion pursuant to section 366(c) of the Bankruptcy Code (a "Determination Motion") seeking a determination from the Court that the Adequate Assurance Deposit Account, together with any additional consideration the Debtors offer, constitutes adequate assurance of payment.
- g. Pending resolution of any such Determination Motion, the Utility Provider filing such Request shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services or on account of any objection to the Proposed Adequate Assurance.
- h. The Proposed Adequate Assurance shall be deemed adequate assurance of payment for any Utility Provider that does not make a Request.

15. Absent compliance with the Adequate Assurance Procedures, the Utility Providers should be forbidden to alter, refuse, or discontinue service on account of any prepetition charges, or require additional assurance of payment other than the Proposed Adequate Assurance, pending entry of the Final Order.

Subsequent Modifications

16. To the extent the Debtors identify additional Utility Providers that were not included on the Utility Service List, or Utility Providers that were erroneously included on the Utility Service List, the Debtors seek authority but not direction to amend the Utility Service List from time to time to add or remove such Utility Providers. If the Debtors add any Utility Providers to the Utility Service List, the Debtors will serve a copy of this Motion, along with the applicable portion of the amended Utility Service List and the order granting this Motion, on such Utility Provider within five (5) business days after the Debtors file the amended Utility Service List. Any subsequently added Utility Provider that objects to the Proposed Adequate Assurance will be subject to the Adequate Assurance Procedures.

17. The Debtors further request that all Utility Providers, including subsequently added Utility Providers, be prohibited from altering, refusing, or discontinuing utility services to the Debtors absent further order of the Court.

Basis for Relief

18. As noted above, section 366(c)(2) of the Bankruptcy Code provides that a Utility Provider may discontinue its services to a debtor if the debtor has not furnished adequate assurance of payment within 30 days after the petition date.

19. Congress enacted section 366 of the Bankruptcy Code to protect debtors from utility service cutoffs upon a bankruptcy filing while providing utility companies with adequate assurance that the debtors will pay for postpetition services. See H.R. REP. No. 95-595, at 350 (1978), reprinted in 1978 U.S.C.C.A.N. 5963, 6306. Under section 366(b), a debtor must provide “adequate assurance” of payment within twenty (20) days after the petition date—subject to modifications, up or down—by the Court after notice and a hearing. Notably, section

366(c) allows a utility to alter, refuse, or discontinue service if the debtor has not furnished “adequate assurance” of payment in a form “satisfactory” to the utility.

20. Section 366 does not define “adequate” assurance, but it does provide that the following factors do not bear on the adequacy of assurance: (a) the absence of a security deposit before a debtor’s petition date, (b) a debtor’s history of timely payments, or (c) the availability of an administrative expense priority when determining the amount of a deposit. 11 U.S.C. § 366(c)(3)(B).

21. Ultimately, section 366 of the Bankruptcy Code affords courts discretion to determine the amount of payment necessary for adequate assurance. Specifically, section 366(b) always has afforded courts discretion to determine the adequacy of assurance. See, e.g., In re Adelphia Bus. Solutions, Inc., 280 B.R. 63, 81 (Bankr. S.D.N.Y. 2002); Puget Sound Energy Co. v. Pac. Gas & Elec. Co. (In re Pac. Gas & Elec. Co.), 271 B.R. 626, 644-45 (Bankr. N.D. Cal. 2002); Marion Steel Co. v. Ohio Edison Co. (In re Marion Steel Co.), 35 B.R. 188, 195 (Bankr. N.D. Ohio 1983). Moreover, the relevant language of section 366(c) tracks that of section 366(b). Compare 11 U.S.C. § 366(b) (2005) (“On request of a party in interest and after notice and a hearing, the court may order reasonable modification of the amount of the deposit or other security necessary to provide adequate assurance of payment.”) with 11 U.S.C. § 366(c)(3)(A) (2005) (“On request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance of payment under paragraph (2).”).

22. Notably, section 366(c)(3)(A) allows a court to modify the amount of adequate assurance required, even if it is unsatisfactory to the utility. Moreover, case law interpreting section 366(b) indicates that courts may find that no adequate assurance payment at all is necessary to provide a utility with adequate assurance of payment. See Virginia Elec. & Power

Co. v. Caldor, Inc.-NY, 117 F.3d 646, 650 (2d Cir. 1997) (“Even assuming that ‘other security’ should be interpreted narrowly . . . a bankruptcy court’s authority to ‘modify’ the level of the ‘deposit or other security,’ provided for under § 366(b), includes the power to require no ‘deposit or other security’ where none is necessary to provide a utility supplier with ‘adequate assurance of payment.’”) (internal citation omitted). Indeed, prepetition deposits or prepayments for services that utilities will ultimately render postpetition may constitute full or partial adequate assurance of payment. See 11 U.S.C. § 366(c)(3)(B)(i) (although the *absence* of prepetition security may not be considered in evaluating adequacy of assurance, there is no such prohibition on the existence of postpetition security).

23. In evaluating the adequacy of assurance, courts recognize that adequate assurance of performance does not constitute an absolute guarantee of a debtor’s ability to pay. See, e.g., In re Steinebach, 303 B.R. 634, 641 (Bankr. D. Ariz. 2004) (“Adequate assurance of payment is not, however, absolute assurance. . . . a Bankruptcy Court is not required to give a [Utility Provider] the equivalent of a guarantee of payment, but must only determine that the utility is not subject to any unreasonable risk of non-payment for postpetition services.”) (internal citations omitted). Courts have also recognized that, in determining the requisite level of adequate assurance, bankruptcy courts should “focus upon the need of the utility for assurance, and to require that the debtor supply *no more than that*, since the debtor almost perforce has a conflicting need to conserve scarce financial resources.” Caldor Inc.-NY, 117 F.3d at 650 (emphasis in original, internal quotations and citations omitted); see also In re Penn. Cent. Transp. Co., 467 F.2d 100, 103-04 (3d Cir. 1972) (affirming bankruptcy court’s ruling that no utility deposits were necessary where such deposits would likely “jeopardize the continuing operation of the [debtor] merely to give further security to suppliers who already are reasonably

protected”). Accordingly, demands by a utility for a guarantee of payment should be refused when a debtor’s specific circumstances already afford adequate assurance of payment. Based upon the foregoing, the Debtors believe that most, if not all, of their Utility Providers have adequate assurance of payment even *without* the Adequate Assurance Deposit Account.

24. The Debtors anticipate having sufficient resources to pay, and intend to pay, all valid postpetition obligations for utility services in a timely manner. In addition, the Debtors have a powerful incentive to stay current on their utility obligations because of their reliance on utility services for the operation of their business. These factors justify a finding that no adequate assurance payment is required in these chapter 11 cases. Nonetheless, the Debtors have proposed the Adequate Assurance Deposit and respectfully submit that this Proposed Adequate Assurance is more than sufficient to assure the Utility Providers of future payment.

25. Moreover, if a Utility Provider disagrees with the Debtors’ analysis, the Adequate Assurance Procedures will enable the parties to negotiate and, if necessary, seek Court intervention without jeopardizing the Debtors’ continuing operations. If a Utility Provider fails to timely file a Request in accordance with the Adequate Assurance Procedures, however, such Utility Provider shall be deemed to consent to the Adequate Assurance Procedures and shall be bound by the Order. See In re Syroco, Inc., 374 B.R. 60, 62 (Bankr. D.P.R. 2007) (utility provider’s lack of objection, response, or counter-demand after receiving notice of hearing on utilities motion, notice of interim order, and notice of final hearing constituted tacit acceptance of the debtor’s proposed two-week cash deposit as adequate assurance of payment pursuant to section 366(c) of the Bankruptcy Code).

26. The proposed Adequate Assurance Procedures are necessary for the Debtors to carry out their reorganization efforts. Absent these Adequate Assurance Procedures, the Debtors

could be forced to address dozens of requests by their Utility Providers in a disorganized manner during the critical first weeks of their reorganization. Operating without the Adequate Assurance Procedures would impose an extraordinary burden on the Debtors' employees, during a time in which such resources are critical to the Debtors' restructuring efforts. Moreover, without the proposed Adequate Assurance Procedures, a Utility Provider could blindside the Debtors — on or after the twentieth day following the Petition Date — by unilaterally deciding that it is not adequately protected and either discontinuing service or making an exorbitant demand for payment to continue service. Discontinuation of utility service, particularly at the Debtors' power generation facilities, would shut down the Debtors' operations and severely impact their ability to maximize value for these chapter 11 estates.

27. Under the circumstances of these cases, the Debtors believe that the establishment of a cash reserve, in an amount that is substantial relative to the Debtors' estimated monthly utilities consumption, constitutes adequate assurance of payment under section 366(c) of the Bankruptcy Code. Importantly, several courts in this District have approved similar procedures in other chapter 11 cases. See In re Ryan Int'l Airlines, No. 12-80802 (Bankr. N.D. Ill. March 7, 2012) (deposit equal to two weeks of utility service constituted adequate assurance); In re Hartford Computer Hardware, No. 11-49744 (Bankr. N.D. Ill. Dec. 15, 2011) (deposit of approximately 50 percent of monthly utility service constituted adequate assurance); In re Gas City, Ltd., No. 10-47879 (Bankr. N.D. Ill. Nov. 19, 2010) (deposit equal to two weeks of utility service constituted adequate assurance); In re Rockford Prods. Corp., No. 07-71768 (Bankr. N.D. Ill. Sept. 7, 2007) (payment of 50 percent of monthly utility service constituted adequate assurance); In re Enesco Grp., Inc., No. 07-00565 (Bankr. N.D. Ill. Feb. 7, 2007) (deposit of amount roughly equal to monthly utility service into interest bearing account constituted

adequate assurance); see also In re UAL Corp., No. 02-48191 (Bankr. N.D. Ill. December 11, 2002) (no utility deposit required).⁴

28. For all of the foregoing reasons, the Debtors believe that the Proposed Adequate Assurance should be approved.

Satisfaction of Bankruptcy Rule 6004(a) and Waiver of Bankruptcy Rule 6004(h)

29. To implement the foregoing successfully, the Debtors request that the Court enter an order providing that notice of the relief requested herein satisfies Bankruptcy Rule 6004(a) and that the Debtors have established cause to exclude such relief from the 14-day stay period under Bankruptcy Rule 6004(h).

Notice

30. The Debtors have provided notice of this Motion to: (a) the Office of the U.S. Trustee for the Northern District of Illinois; (b) the entities listed on the Consolidated List of Creditors Holding the 30 Largest Unsecured Claims; (c) the indenture trustee for the Debtors' senior unsecured notes; (d) counsel to the ad hoc committee of certain holders of the Debtors' senior unsecured notes; (e) the indenture trustee for the lessor notes related to the Debtors' Powerton generating station in Pekin, Illinois, and units 7 and 8 of the Debtors' Joliet, Illinois, generating station and the pass-through trustee for the related pass-through certificates; (f) counsel to the ad hoc committee of certain holders of pass-through certificates related to the Debtors' Powerton and Joliet generating stations; (g) the owner trusts and the equity investors for the Debtors' Powerton and Joliet generating stations (and their respective counsel, if known); (h) the lender under Debtor Edison Mission Energy's letter-of-credit facility; (i) the state attorneys general for states in which the Debtors conduct business; (j) United States Attorney for

⁴ Because of the voluminous nature of the orders cited herein, such orders have not been attached to the Motion. Copies of these orders are available upon request to the Debtors' proposed counsel.

the Northern District of Illinois; (k) the Internal Revenue Service; (l) the Securities and Exchange Commission; and (m) the Environmental Protection Agency and similar state environmental agencies for states in which the Debtors conduct business. In light of the nature of the relief requested herein, the Debtors respectfully submit that no further notice is necessary.

No Prior Request

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

[Remainder of page intentionally left blank.]

WHEREFORE, the Debtors respectfully request that the Court enter orders, substantially in the forms attached hereto as **Exhibit A** and **Exhibit B**, granting the relief requested herein and such other and further relief as the Court deems appropriate.

Dated: December 17, 2012

/s/ David R. Seligman, P.C.

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

EXHIBIT A

Proposed Interim Order

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

In Re:) BK No.: 12-49219
EDISON MISSION ENERGY, et al.,)
)
) Chapter: 11
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Debtor(s))

**INTERIM ORDER DETERMINING ADEQUATE
ASSURANCE OF PAYMENT FOR FUTURE UTILITY
SERVICES AND AUTHORIZING PROCEDURES RELATED THERETO**

Upon the motion (the “Motion”) of the above captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) determining adequate assurance of payment for future utility services, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors and other parties in interest; and the Court having found that the Debtors provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.
2. The final hearing (the “Final Hearing”) on the Motion shall be held on _____, 2013 at __: __ .m. (Central Time). Any objections or responses to entry of a final order shall be filed and served on or before _____, 2013 at 4:00 p.m. (Central Time).
3. Until such time as the Final Order is entered, all Utility Providers, including, but not limited to, those Utility Providers listed on Exhibit 1 attached hereto, are prohibited from (a) altering, refusing, or discontinuing service to, or discriminating against, the Debtors solely on the basis of the commencement of these cases or on account of any unpaid invoice for services provided before the Petition Date, or (b) requiring the payment of a deposit or other security in connection with the Utility Providers’ continued provision of utility services, including the furnishing of gas, heat, electricity, water, telephone service, data service, waste removal, or any other utility of like kind, to the Debtors.
4. The form of the notice of the Final Hearing annexed hereto as Exhibit 2 (the “Final Hearing Notice”) is approved.
5. Within two business days of the entry of this Order, the Debtors shall fax, e-mail, serve by

overnight mail, or otherwise expeditiously send a copy of the Motion, the Order, and the Final Hearing Notice to each Utility Provider.

6. The following Adequate Assurance Procedures are approved on an interim basis:

a. If a Utility Provider is not satisfied with the assurance of future payment provided by the Debtors, the Utility Provider must serve a request (a "Request") upon (i) the Debtors at the following addresses: (a) Midwest Generation, LLC, 500 West Madison Street, Suite 2640, Chicago, Illinois, 60661, Attn: Daniel McDevitt; (b) Edison Mission Energy, 3 MacArthur Place, Suite 100, Santa Ana, California 92707, Attn: Maria Rigatti; and (c) Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Sarah Hiltz Seewer and Brad Weiland; and (ii) counsel to the ad hoc committee of certain holders of the Debtors' senior unsecured notes.

b. Any Request must: (i) be made in writing; (ii) set forth the location for which utility services are provided; (iii) include a summary of the Debtors' payment history relevant to the affected account(s), including any security deposits; (iv) certify the amount that is equal to two weeks of utility service it provides to the Debtors, calculated as a historical average over the past 12 months; (v) certify that it currently is not paid in advance for its services; and (vi) explain why the Utility Provider believes the Debtors' Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

c. Upon the Debtors' receipt of a Request, the Debtors will have until the later of (i) fourteen (14) days from the receipt of such Request and (ii) thirty (30) days from the Petition Date (collectively, the "Resolution Period") to negotiate with such Utility Provider to resolve such Utility Provider's request for additional assurance; provided, however, that the Resolution Period may be extended by mutual consent of the Debtors and the Utility Provider.

d. The Debtors may, in their sole discretion, resolve any Request by mutual agreement with the Utility Provider without further order of the Court, and may, in connection with any such agreement, in their sole discretion, provide a Utility Provider with additional adequate assurance of future payment, including, without limitation, cash deposits, prepayments, and other forms of security, without further order of the Court if the Debtors believe such additional assurance is reasonable.

e. If the Debtors determine that a Request is unreasonable and are not able to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtors, during or immediately after the Resolution Period, will file a motion pursuant to section 366(c) of the Bankruptcy Code (a "Determination Motion") seeking a determination from the Court that the Adequate Assurance Deposit Account, together with any additional consideration the Debtors offer, constitutes adequate assurance of payment.

f. Pending resolution of any such Determination Motion, the Utility Provider filing such Request shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services or on account of any objection to the Proposed Adequate Assurance.

g. The Proposed Adequate Assurance shall be deemed adequate assurance of payment for any Utility Provider that does not make a Request.

7. The Debtors are authorized but not directed to file amendments to the Utility Service List to add or delete any Utility Provider, and this Order shall apply to any such Utility Provider that is subsequently added to the Utility Service List.

8. All Utility Providers, including subsequently added Utility Providers, are prohibited from altering, refusing, or discontinuing utility services to the Debtors absent further order of the Court.

9. Nothing in this Order or the Motion shall be deemed to vacate or modify any other restrictions on the termination of service by a Utility Provider as provided by sections 362 and 366 of the Bankruptcy Code or other applicable law and nothing herein or in the Motion shall constitute postpetition assumption or adoption of any agreement pursuant to section 365 of the Bankruptcy Code. Nothing herein shall be deemed a waiver by the Debtors or any other party of any right with respect to the assumption or rejection of an executory contract.

10. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion.

11. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

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

14. All postpetition payments from a Debtor to another Debtor are hereby accorded superpriority administrative expense status and shall have priority over any administrative claims that arise under section 503(b) of the Bankruptcy Code in accordance with the Court's order approving continued use of the Debtors' cash management system.

15. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against a Debtor entity; (b) a waiver of the Debtors' right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law.

16. The Debtors are authorized but not directed to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

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

Enter:

Dated:

United States Bankruptcy Judge

Prepared by:

James H.M. Sprayregen, P.C.

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

- and -

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

EXHIBIT 1

Utility Service List

Utility Service List

Utility Provider	Address	Service Type	Estimated Deposit
Ameren Illinois	ATTN: Legal Officer/Bankruptcy Department PO Box 66884 St. Louis, MO 63166-6884	Electricity/Gas	\$29
AT&T	ATTN: Legal Officer/ Bankruptcy Department 1150 S. Olive St. Ste. 1400 Los Angeles, CA 90015	Telecom	\$12,642
Charter	ATTN: Legal Officer/ Bankruptcy Department 12405 Powerscourt Drive St. Louis, MO 63131	Telecom	\$24
City of Chicago Department of Water	ATTN: Legal Officer/ Bankruptcy Department PO Box 6330 Chicago, IL 60680-6330	Water	\$30,262
City of Waukegan	ATTN: Legal Officer/ Bankruptcy Department 100 N. Martin Luther King Jr. Ave Waukegan, IL 60085	Water	\$1,432
ComEd	ATTN: Legal Officer/ Bankruptcy Department Two Lincoln Center, 9th Floor Villa Park, IL 60181-4260	Electricity/Gas	\$142,009
COX	ATTN: Legal Officer/ Bankruptcy Department 29947 Avenida de las Banderas Rancho Santa Margarita, CA 92688	Telecom	\$48
DIRECTV	ATTN: Legal Officer/ Bankruptcy Department PO Box 60036 Los Angeles, CA 90060-0036	Telecom	\$37
Esker	ATTN: Legal Officer/ Bankruptcy Department 1212 Deming Way, Suite 350 Madison, WI 53717	Telecom	\$0 ¹
Latisys	ATTN: Legal Officer/ Bankruptcy Department 17222 Von Karman Ave. Irvine, CA 92614	Telecom	\$39,452
MCI	ATTN: Verizon Legal Compliance Custodian of Record TXD01613 P.O. Box 1001 San Angelo, TX 76902-1001	Telecom	\$74
North Shore Sanitary District	ATTN: Legal Officer/ Bankruptcy Department PO Box 2140 Bedford Park, IL 60499-2140	Sewer	\$346
Satworx	ATTN: Legal Officer/ Bankruptcy Department 7251 W. Lake Mead Blvd, Suite 300 Las Vegas, NV 89128	Telecom	\$277
Tachyon Networks, Inc.	ATTN: Legal Officer/ Bankruptcy Department 9339 Carroll Park Drive #150 San Diego, CA 92121	Telecom	\$7,846
T-Mobile	ATTN: Legal Officer/ Bankruptcy Department 3 MacArthur Pl 10th Fl Santa Ana, CA 92707	Telecom	\$323

¹ Payment for this service is made in advance.

Utility Provider	Address	Service Type	Estimated Deposit
Verizon	ATTN: Verizon Legal Compliance Custodian of Record TXD01613 P.O. Box 1001 San Angelo, TX 76902-1001	Telecom	\$58,900
XO Communications	ATTN: Legal Officer/ Bankruptcy Department 818 W, 7th Street Suite 980 Los Angeles, CA 90017	Telecom	\$138
Total			\$293,839

EXHIBIT 2

Notice of Final Hearing

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
EASTER DISTRICT**

In re:)	
	)	Chapter 11
)	
EDISON MISSION ENERGY, <i>et al.</i> , ¹	)	Case No. 12-[_____] (____)
)	
Debtors.	)	(Joint Administration Requested)
)	

**NOTICE OF FINAL HEARING OF DEBTORS’ MOTION TO DETERMINE
ADEQUATE ASSURANCE OF PAYMENT FOR FUTURE UTILITY
SERVICES AND TO IMPLEMENT PROCEDURES RELATING THERETO**

Commencement of Chapter 11 Cases. On [____], 2012, (the “Petition Date”), Edison Mission Energy and certain of its affiliates, as debtors and debtors in possession (collectively, the “Debtors”), filed voluntary petitions for relief under title 11 of the United States Code (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Northern District of Illinois (the “Bankruptcy Court”).

Debtors’ Adequate Assurance. On the Petition Date, the Debtors filed the Debtors’ Motion to Determine Adequate Assurance of Payment for Future Utility Services and to Implement Procedures Relating Thereto [Docket No. __] (the “Motion”). On ____, 2012, the Bankruptcy Court entered the Interim Order Determining Adequate Assurance of Payment for Future Utility Services [Docket No. __] (the “Interim Order”). A copy of the Interim Order is attached hereto.

You are receiving this notice because the Final Order may affect your rights. You have been identified by the Debtors as a Utility Provider, according to the information listed in the table below.

Utility Provider	Address	Service Type

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

The final hearing (the “Final Hearing”) on the relief requested in the Motion shall occur on _____, 2013 at __:__ a.m./pm. (Central Time).

Pursuant to the Interim Order, any objections to the Motion must be filed by _____, 2013 at 4:00 p.m. (Central Time).

Any Utility Provider who fails to file a timely objection to the Motion may be bound by the Proposed Adequate Assurance (as set forth in the Motion) and the Final Order approving the Motion.

[Remainder of page intentionally left blank.]

Dated: _____, 2012

/s/

James H.M. Sprayregen, P.C.
David R. Seligman, P.C.
Sarah Hiltz Seewer
KIRKLAND & ELLIS LLP
300 North LaSalle
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*Proposed Counsel to Debtor Camino Energy Company
and Conflicts Counsel to the other Debtors
and Debtors in Possession*

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
Eastern Division

In Re:	)	BK No.: 12-49219
EDISON MISSION ENERGY, et al.,)	
)	
	)	Chapter: 11
)	
)	
Debtor(s))	

**FINAL ORDER DETERMINING ADEQUATE
ASSURANCE OF PAYMENT FOR FUTURE UTILITY
SERVICES AND AUTHORIZING PROCEDURES RELATED THERETO**

Upon the motion (the “Motion”) of the above-captioned debtors and debtors in possession (collectively, the “Debtors”) for entry of an order (this “Order”) determining adequate assurance of payment for future utility services, all as more fully set forth in the Motion; and upon the First Day Declaration; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors’ estates, their creditors, and other parties in interest; and the Court having found that the Debtors provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances; and the Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before the Court (the “Hearing”); and the Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on a final basis as set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

2. The Debtors are authorized but not directed to establish the Adequate Assurance Deposit Account.

3. Except in accordance with the procedures set forth below, absent further order of the Court, the Utility Providers, including, but not limited to, those Utility Providers listed on Exhibit 1 attached hereto, are prohibited from (a) altering, refusing, or discontinuing service to, or discriminating against, the Debtors solely on the basis of the commencement of these cases or on account of any unpaid invoice for services provided before the Petition Date, or (b) requiring the payment of a deposit or other security in connection with the Utility Providers’ continued provision of utility services, including the furnishing of gas, heat, electricity, water, telephone service, data service, waste removal, or any other utility of like kind, to the Debtors.

4. The Debtors shall serve this Order upon each of the Utility Providers listed on Exhibit 1 attached hereto, at the addresses listed thereon, by first class mail, postage prepaid, within five (5) business days after the date of entry of this Order.

5. The following Adequate Assurance Procedures are approved in all respects:

a. If a Utility Provider is not satisfied with the assurance of future payment provided by the Debtors, the Utility Provider must serve a request (a “Request”) upon (i) the Debtors at the following addresses: (a) Midwest Generation, LLC, 500 West Madison Street, Suite 2640, Chicago, Illinois, 60661, Attn: Daniel McDevitt; (b) Edison Mission Energy, 3 MacArthur Place, Suite 100, Santa Ana, California 92707, Attn: Maria Rigatti; and (c) Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Sarah Hiltz Seewer and Brad Weiland; and (ii) counsel to the ad hoc committee of certain holders of the Debtors’ senior unsecured notes.

b. Any Request must: (i) be made in writing; (ii) set forth the location for which utility services are provided; (iii) include a summary of the Debtors’ payment history relevant to the affected account(s), including any security deposits; (iv) certify the amount that is equal to two weeks of utility service it provides to the Debtors, calculated as a historical average over the past 12 months; (v) certify that it currently is not paid in advance for its services; and (vi) explain why the Utility Provider believes the Debtors’ Proposed Adequate Assurance is not sufficient adequate assurance of future payment.

c. Upon the Debtors’ receipt of a Request, the Debtors will have until the later of (i) fourteen (14) days from the receipt of such Request and (ii) thirty (30) days from the Petition Date (collectively, the “Resolution Period”) to negotiate with such Utility Provider to resolve such Utility Provider’s request for additional assurance; provided, however, that the Resolution Period may be extended by mutual consent of the Debtors and the Utility Provider.

d. The Debtors may, in their sole discretion, resolve any Request by mutual agreement with the Utility Provider without further order of the Court, and may, in connection with any such agreement, in their sole discretion, provide a Utility Provider with additional adequate assurance of future payment, including, without limitation, cash deposits, prepayments, and other forms of security, without further order of the Court if the Debtors believe such additional assurance is reasonable.

e. If the Debtors determine that a Request is unreasonable and are not able to reach an alternative resolution with the Utility Provider during the Resolution Period, the Debtors, during or immediately after the Resolution Period, will file a motion pursuant to section 366(c) of the Bankruptcy Code (a “Determination Motion”) seeking a determination from the Court that the Adequate Assurance Deposit Account, together with any additional consideration the Debtors offer, constitutes adequate assurance of payment.

f. Pending resolution of any such Determination Motion, the Utility Provider filing such Request shall be prohibited from altering, refusing, or discontinuing service to the Debtors on account of unpaid charges for prepetition services or on account of any objection to the Proposed Adequate Assurance.

g. The Proposed Adequate Assurance shall be deemed adequate assurance of payment for any Utility Provider that does not make a Request.

6. The Debtors are authorized but not directed to file amendments to the Utility Service List to add or delete any Utility Provider, and this Order shall apply to any such Utility Provider that is subsequently added to the Utility Service List.

7. All Utility Providers, including subsequently added Utility Providers, are prohibited from altering, refusing, or discontinuing utility services to the Debtors absent further order of the Court.

8. Nothing in this Order or the Motion shall be deemed to vacate or modify any other restrictions on the termination of service by a Utility Provider as provided by sections 362 and 366 of the Bankruptcy Code or other applicable law and nothing herein or in the Motion shall constitute postpetition assumption or adoption of any agreement pursuant to section 365 of the Bankruptcy Code. Nothing herein shall be deemed a waiver by the Debtors or any other party of any right with respect to the assumption or rejection of an executory contract.

9. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied by the contents of the Motion.

10. Notice of the Motion as provided therein shall be deemed good and sufficient notice of such Motion and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

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

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

13. All postpetition payments from a Debtor to another Debtor are hereby accorded superpriority administrative expense status and shall have priority over any administrative claims that arise under section 503(b) of the Bankruptcy Code in accordance with the Court's order approving continued use of the Debtors' cash management system.

14. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against a Debtor entity; (b) a waiver of the Debtors' right to dispute any claim on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver of the Debtors' rights under the Bankruptcy Code or any other applicable law.

15. The Debtors are authorized but not directed to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

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

Enter:

Dated:

United States Bankruptcy Judge

Prepared by:

James H.M. Sprayregen, P.C.

David R. Seligman, P.C.

Sarah Hiltz Seewer

KIRKLAND & ELLIS LLP

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Chicago, Illinois 60654
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Utility Service List

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Charter	ATTN: Legal Officer/ Bankruptcy Department 12405 Powerscourt Drive St. Louis, MO 63131	Telecom	\$24
City of Chicago Department of Water	ATTN: Legal Officer/ Bankruptcy Department PO Box 6330 Chicago, IL 60680-6330	Water	\$30,262
City of Waukegan	ATTN: Legal Officer/ Bankruptcy Department 100 N. Martin Luther King Jr. Ave Waukegan, IL 60085	Water	\$1,432
ComEd	ATTN: Legal Officer/ Bankruptcy Department Two Lincoln Center, 9th Floor Villa Park, IL 60181-4260	Electricity/Gas	\$142,009
COX	ATTN: Legal Officer/ Bankruptcy Department 29947 Avenida de las Banderas Rancho Santa Margarita, CA 92688	Telecom	\$48
DIRECTV	ATTN: Legal Officer/ Bankruptcy Department PO Box 60036 Los Angeles, CA 90060-0036	Telecom	\$37
Esker	ATTN: Legal Officer/ Bankruptcy Department 1212 Deming Way, Suite 350 Madison, WI 53717	Telecom	\$0 ¹
Latisys	ATTN: Legal Officer/ Bankruptcy Department 17222 Von Karman Ave. Irvine, CA 92614	Telecom	\$39,452
MCI	ATTN: Verizon Legal Compliance Custodian of Record TXD01613 P.O. Box 1001 San Angelo, TX 76902-1001	Telecom	\$74
North Shore Sanitary District	ATTN: Legal Officer/ Bankruptcy Department PO Box 2140 Bedford Park, IL 60499-2140	Sewer	\$346
Satworx	ATTN: Legal Officer/ Bankruptcy Department 7251 W. Lake Mead Blvd, Suite 300 Las Vegas, NV 89128	Telecom	\$277
Tachyon Networks, Inc.	ATTN: Legal Officer/ Bankruptcy Department 9339 Carroll Park Drive #150 San Diego, CA 92121	Telecom	\$7,846
T-Mobile	ATTN: Legal Officer/ Bankruptcy Department 3 MacArthur Pl 10th Fl Santa Ana, CA 92707	Telecom	\$323

¹ Payment for this service is made in advance.

Utility Provider	Address	Service Type	Estimated Deposit
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XO Communications	ATTN: Legal Officer/ Bankruptcy Department 818 W, 7th Street Suite 980 Los Angeles, CA 90017	Telecom	\$138
Total			\$293,839