

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In re:

PATRIOT COAL CORPORATION, *et al.*,

Debtors.*

Chapter 11

**Case No. 12-51502-659
(Jointly Administered)**

Hearing Date: Jan. 29, 2013

Hearing Time: 10:00 a.m.

Location: Ctrm. 7N, St. Louis

**APPLICATION FOR AUTHORITY TO EMPLOY
BRYAN CAVE LLP AS LOCAL RESTRUCTURING COUNSEL
AND CORPORATE COUNSEL FOR THE DEBTORS**

NOW COME Patriot Coal Corporation and its subsidiaries that are debtors in these jointly-administered cases (the “Debtors”) and apply to this Court for authority to employ the firm of Bryan Cave LLP (“Bryan Cave”) as its local restructuring counsel and corporate counsel. In support of this Application, the Debtors show the Court as follows:

Relief Requested

1. By this Application, the Debtor respectfully requests the entry of an order, pursuant to Section 327(a) of the Bankruptcy Code, authorizing the Debtor to retain Bryan Cave as its local restructuring counsel in these Chapter 11 cases, effective as of November 27, 2012, as well as to provide advice and counsel regarding general corporate, employee benefits, securities, and other matters.

* The Debtors are the entities listed on Schedule 1 attached hereto. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors’ Chapter 11 petitions.

Jurisdiction

2. This Court has jurisdiction over this Motion under 28 U.S.C. § 1334. Venue of this proceeding is proper pursuant to 28 U.S.C. § 1409. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

Background

3. The Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the “New York Court”) on July 9, 2012 (the “Petition Date”).

4. The Debtors are authorized to operate their business and manage their properties as debtors in possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

5. Additional information about the Debtors’ businesses and the events leading up to the Petition Date can be found in the Declaration of Mark N. Schroeder, Patriot Coal Corporation’s Senior Vice President and Chief Financial Officer, filed July 9, 2012 (Docket No. 4), which is incorporated herein by reference.

6. By order dated November 27, 2012, the New York Court ordered that venue of the Debtors’ Chapter 11 cases be transferred to this Court.

Basis for Relief

7. The Debtors have selected Bryan Cave as their local restructuring counsel and corporate counsel because the firm is qualified to provide the services necessary to prosecute these Chapter 11 cases, as well as to advise the Debtors in the other areas of law described

above. Bryan Cave has extensive experience and knowledge in Chapter 11 restructurings, as well as bankruptcy litigation, corporate governance, financing transactions, and other complementary areas of law.

8. Bryan Cave also has represented the Debtors for more than five years on corporate, benefits, and securities matters and thus is familiar with the Debtors' business. While these cases were pending in the New York Court, Bryan Cave was retained to provide these services pursuant to the Order Authorizing the Debtors To Retain Ordinary Course Professionals, *Nunc Pro Tunc* to the Petition Date (Docket No. 263) and filed a Declaration and Disclosure Statement as required by that order (Docket No. 344). As to non-restructuring matters, the Debtors propose that Bryan Cave's retention be modified from an ordinary-course professional to a professional retained under Section 327(a) of the Bankruptcy Code effective as of December 1, 2012.

9. The Debtors believe that the employment of Bryan Cave is necessary and in the best interests of the Debtors' estates. The Debtor must be represented in this case by Missouri counsel who have not only restructuring experience, but also expertise in various other specialties. The legal services to be provided by Bryan Cave include the following:

- (a) advising the Debtor with respect to its rights and obligations as a debtor-in-possession and regarding other matters of bankruptcy law;
- (b) preparation and filing of any petitions, motions, applications, schedules, statements of financial affairs, plans of reorganization, disclosure statements, and other pleadings and documents that may be required in this case;

(c) representation of the Debtor at hearings to consider plans of reorganization, disclosure statements, confirmation and related hearings, and any adjourned hearings thereof;

(d) representation of the Debtor in adversary proceedings and other contested matters;

(e) representation of the Debtor in connection with debtor-in-possession financing arrangements;

(f) compliance with securities laws and corporate governance issues; and

(g) any other matter that may arise in connection with the Debtor's reorganization proceedings and its business operations.

10. The Debtors have retained Davis Polk & Wardwell LLP ("Davis Polk") as their lead restructuring counsel and Curtis, Mallet-Prevost, Colt & Mosle LLP ("Curtis") as their conflicts counsel. Bryan Cave will work closely with the Debtors, Davis Polk, Curtis, and the Debtors' other retained professionals to clearly delineate each professional's respective duties and to prevent unnecessary duplication of services whenever possible. Either Davis Polk or Curtis will represent the Debtors in connection with any matter in which Bryan Cave cannot represent the Debtors because of an actual or potential conflict of interest.

11. To the best of the Debtors' knowledge, based on the accompanying declaration of Lloyd A. Palans (the "Palans Declaration"), which is attached hereto as Exhibit A, Bryan Cave does not hold or represent any interest adverse to the Debtors' estates; Bryan Cave is a "disinterested person" as that phrase is defined in Section 101(14) of the Bankruptcy Code, as modified by Section 1107(b) of the Bankruptcy Code; and Bryan Cave's employment is necessary and in the best interests of the Debtors' estates. As disclosed in the Palans

Declaration, Bryan Cave has agreed to waive its claim of \$1,628.75 against the Debtors for attorneys' fees and expenses that were incurred and unpaid as of the Petition Date.

12. To the best of the Debtors' knowledge, Bryan Cave does not have any connection with the Debtors, their creditors, other parties in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States Trustee, other than as set forth in the Palans Declaration. As disclosed in the Palans Declaration, Bryan Cave represents certain of the Debtor's creditors, equityholders, and other parties in interest in matters unrelated to this case. Bryan Cave has informed the Debtors of its ongoing representation of these entities, and the Debtors have consented to Bryan Cave's continued representation of these entities in matters unrelated to this case. The Debtors submit that the information disclosed in the Palans Declaration does not preclude Bryan Cave from representing the Debtors under applicable law and ethics rules.

13. Bryan Cave does not and will not represent in this case any other entity that has an interest adverse to the Debtors' estates.

14. Bryan Cave's requested compensation for professional services rendered to the Debtors will be based on the hours actually expended by each assigned professional at that professional's hourly billing rate, as well as reimbursement for reasonable and necessary expenses that Bryan Cave customarily bills to its clients. The Debtors have agreed to compensate Bryan Cave for professional services at its normal and customary hourly rates, except that Lloyd Palans has agreed that for purposes of these Chapter 11 cases, his hourly rate in 2013 will be \$675, rather than his customary hourly rate of \$895. As is the case with respect to rates charged in non-bankruptcy matters of this type, Bryan Cave's rates are subject to

periodic adjustment to reflect economic and other conditions. Further details regarding professional fees and expenses are set forth in the Palans Declaration.

WHEREFORE, the Debtors respectfully request that this Court:

- (a) enter an order authorizing the Debtors to employ Bryan Cave as their attorneys for the purposes described above, effective as of November 27, 2012; and
- (b) grant the Debtors such other and further relief as is just and proper.

Dated: January 15, 2013.
St. Louis, Missouri

Respectfully submitted,

PATRIOT COAL CORPORATION

/s/ Joseph W. Bean
Joseph W. Bean
Senior Vice President – Law and Administration

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SCHEDULE 1

Debtors

1. Affinity Mining Company
2. Apogee Coal Company, LLC
3. Appalachia Mine Services, LLC
4. Beaver Dam Coal Company, LLC
5. Big Eagle, LLC
6. Big Eagle Rail, LLC
7. Black Stallion Coal Company, LLC
8. Black Walnut Coal Company
9. Bluegrass Mine Services, LLC
10. Brook Trout Coal, LLC
11. Catenary Coal Company, LLC
12. Central States Coal Reserves of Kentucky, LLC
13. Charles Coal Company, LLC
14. Cleaton Coal Company
15. Coal Clean LLC
16. Coal Properties, LLC
17. Coal Reserve Holding Limited Liability Company No. 2
18. Colony Bay Coal Company
19. Cook Mountain Coal Company, LLC
20. Corydon Resources LLC
21. Coventry Mining Services, LLC
22. Coyote Coal Company LLC
23. Cub Branch Coal Company LLC
24. Dakota LLC
25. Day LLC
26. Dixon Mining Company, LLC
27. Dodge Hill Holding JV, LLC
28. Dodge Hill Mining Company, LLC
29. Dodge Hill of Kentucky, LLC
30. EACC Camps, Inc.
31. Eastern Associated Coal, LLC
32. Eastern Coal Company, LLC
33. Eastern Royalty, LLC
34. Emerald Processing, L.L.C.
35. Gateway Eagle Coal Company, LLC
36. Grand Eagle Mining, LLC
37. Heritage Coal Company LLC
38. Highland Mining Company, LLC
39. Hillside Mining Company
40. Hobet Mining, LLC
41. Indian Hill Company LLC
42. Infinity Coal Sales, LLC
43. Interior Holdings, LLC
44. IO Coal LLC
45. Jarrell's Branch Coal Company
46. Jupiter Holdings LLC
47. Kanawha Eagle Coal, LLC
48. Kanawha River Ventures I, LLC
49. Kanawha River Ventures II, LLC
50. Kanawha River Ventures III, LLC
51. KE Ventures, LLC
52. Little Creek LLC
53. Logan Fork Coal Company
54. Magnum Coal Company LLC
55. Magnum Coal Sales LLC
56. Martinka Coal Company, LLC
57. Midland Trail Energy LLC
58. Midwest Coal Resources II, LLC
59. Mountain View Coal Company, LLC
60. New Trout Coal Holdings II, LLC
61. Newtown Energy, Inc.
62. North Page Coal Corp.
63. Ohio County Coal Company, LLC
64. Panther LLC
65. Patriot Beaver Dam Holdings, LLC
66. Patriot Coal Company, L.P.
67. Patriot Coal Corporation
68. Patriot Coal Sales LLC
69. Patriot Coal Services LLC
70. Patriot Leasing Company LLC
71. Patriot Midwest Holdings, LLC
72. Patriot Reserve Holdings, LLC
73. Patriot Trading LLC
74. PCX Enterprises, Inc.
75. Pine Ridge Coal Company, LLC
76. Pond Creek Land Resources, LLC
77. Pond Fork Processing LLC
78. Remington Holdings LLC
79. Remington II LLC
80. Remington LLC
81. Rivers Edge Mining, Inc.
82. Robin Land Company, LLC
83. Sentry Mining, LLC
84. Snowberry Land Company
85. Speed Mining LLC
86. Sterling Smokeless Coal Company, LLC
87. TC Sales Company, LLC
88. The Presidents Energy Company LLC
89. Thunderhill Coal LLC
90. Trout Coal Holdings, LLC
91. Union County Coal Co., LLC
92. Viper LLC
93. Weatherby Processing LLC
94. Wildcat Energy LLC
95. Wildcat, LLC
96. Will Scarlet Properties LLC
97. Winchester LLC
98. Winifrede Dock Limited Liability Company
99. Yankeetown Dock, LLC

EXHIBIT A

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In re:

PATRIOT COAL CORPORATION, *et al.*,

Debtors.

**Chapter 11
Case No. 12-51502-659
(Jointly Administered)**

DECLARATION OF LLOYD A. PALANS

I, Lloyd A. Palans, hereby state and declare as follows:

1. I am an attorney and partner in the law firm of Bryan Cave LLP (“Bryan Cave”). Our firm maintains offices for the practice of law at One Metropolitan Square, 211 N. Broadway, St. Louis, Missouri and in more than 20 other locations in the United States, Europe, and Asia. I am familiar with the matters set forth herein and make this Declaration pursuant to Section 329(a) of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2014(a) and 2016(b) in support of the Application for Authority to Employ Bryan Cave LLP as Local Restructuring Counsel and Corporate Counsel for the Debtors (the “Application”).

2. Bryan Cave was engaged by Patriot Coal Corporation and its subsidiaries that are debtors in these jointly-administered cases (the “Debtors”) as their local restructuring counsel on or about November 27, 2012.

3. Bryan Cave also has been engaged to provide advice and counsel to the Debtors regarding general corporate, employee benefits, securities, and other matters as an “ordinary-course professional.” While these cases were pending in the United States Bankruptcy Court for the Southern District of New York (the “New York Court”), Bryan Cave was retained to provide

these services pursuant to the Order Authorizing the Debtors To Retain Ordinary Course Professionals, *Nunc Pro Tunc* to the Petition Date (Docket No. 263) and filed a Declaration and Disclosure Statement as required by that order (Docket No. 344). As to non-restructuring matters, the Debtors have proposed that Bryan Cave's retention be modified from an ordinary-course professional to a professional retained under Section 327(a) of the Bankruptcy Code effective as of December 1, 2012.

4. A true and correct copy of Bryan Cave's engagement letter with the Debtor is attached hereto as **Attachment 1**.

5. The Debtors have agreed to engage Bryan Cave under a general retainer arrangement. I expect that substantially all of Bryan Cave's services will be provided by persons in the firm's St. Louis office or by me. I currently practice in the firm's New York office, but I also reside and regularly practice in the firm's St. Louis office. I have agreed that my hourly rate for purposes of this engagement will be comparable to what would have been my normal and customary rate if I had remained a full-time resident of Bryan Cave's St. Louis office.

6. Hourly rates for Bryan Cave's professionals based in St. Louis, which are subject to adjustment from time to time, are as follows:

Partners and Counsel:	\$370 to \$820 per hour
Associates:	\$210 to \$465 per hour
Legal Assistants:	\$155 to \$260 per hour

7. It is the policy of Bryan Cave to charge its clients for expenses incurred in connection with performing services. Expenses charged to clients include, among other things, long-distance telephone charges, facsimile charges, bulk and express mail charges, messengers, photocopying, computerized research, travel expenses, filing fees, and other third-party

disbursements. Bryan Cave expects to charge for these expenses in a manner and at rates consistent with charges made generally to other clients or as allowed by this Court.

8. In the one-year period preceding July 9, 2012 (the “Petition Date”), Bryan Cave received \$98,098.29 in payment of professional fees and expenses for services provided by Bryan Cave to the Debtors. None of this amount was paid for services rendered or to be rendered in contemplation of or in connection with these Chapter 11 cases.

9. As of the Petition Date, Bryan Cave was owed \$1,628.75 by the Debtors for attorneys’ fees and expenses. Bryan Cave has waived this amount in connection with its retention as local restructuring counsel. Accordingly, Bryan Cave is not a creditor of the Debtor.

10. In support of the Application, I disclose the following:

(a) Unless otherwise stated, this Declaration is based upon facts of which I have personal knowledge.

(b) The facts stated in this Declaration as to the relationship between lawyers in our firm and the Debtors, the Debtors’ creditors, other parties in interest, the United States Trustee, and persons employed by the Office of the United States Trustee are stated to the best of my knowledge, information, and belief and are based on the results of the searches and inquiries described in the following paragraphs.

(c) In preparing this Declaration, I have caused to be conducted a search of our firm’s conflict-check system in respect of a list provided to me by the Debtors of the Debtors; their affiliates; their directors and officers; the directors’ affiliations; five percent and greater shareholders and beneficial owners; significant business partners; attorneys, professionals, and financial advisors; significant financial institutions (other than ordinary-course banking relationships); significant equipment lessors; significant landlords and lessors; unions; letter-of-credit and surety-bond providers and

beneficiaries; significant taxing authorities; regulatory agencies; parties to significant litigation; significant suppliers, shippers, warehousemen, customers, and vendors; the 50 largest unsecured creditors and the members of the Official Committee of Unsecured Creditors; utilities; indenture trustees; professionals representing any of the foregoing in relation to the Debtors' cases; and other parties that have entered their appearances in these cases.

(d) I also have caused to be disseminated a written request for information to all of the attorneys in our firm regarding connections to the Debtors, the Bankruptcy Judges in this District, the United States Trustee, and persons employed by the Office of the United States Trustee.

11. Bryan Cave's conflict-check system is comprised of records regularly maintained in the ordinary course of business of the firm, and it is the regular practice of the firm to make and maintain these records. It reflects entries that are noted in the system at the time the information becomes known by persons whose regular duties include recording and maintaining this information. I regularly use and rely upon the information contained in the system in the performance of my duties with the law firm and in my practice of law.

12. The searches and request for information described above revealed the following connections:

(a) American International Group, Inc. and its affiliate Chartis, Inc. provide insurance to the Debtors. Another affiliate, National Union Fire Insurance Company of Pittsburgh, Pennsylvania, is a beneficiary of a letter of credit issued for the Debtors' account. Bryan Cave represents insureds of American International Group, Inc. and its affiliates on matters unrelated to the Debtors. In connection with those representations, Bryan Cave has agreed that it will not bring suit against insureds of American

International Group, Inc. or its affiliates. In addition, in an engagement that concluded in February 2012, a former partner and a current partner of Bryan Cave each served as an independent consultant to American International Group, Inc. pursuant to settlements among American International Group, Inc., the Securities and Exchange Commission, the United States Department of Justice, the New York Attorney General, and the New York Superintendent of Insurance.

(b) Arch Coal, Inc. (“Arch”) sold certain of its assets to Magnum Coal Company in 2005. Bryan Cave represented Arch in connection with the 2005 transaction. The Debtors acquired Magnum Coal Company in 2008, and Magnum Coal Company LLC is one of the Debtors in these jointly-administered cases. Bryan Cave did not represent either Magnum Coal Company or the Debtors in the 2008 transaction. According to its public filings, Arch has provided letters of credit and surety bonds in the amount of approximately \$35 million for certain obligations of Magnum Coal Company, primarily reclamation, which obligations are partially offset by approximately \$17 million of letters of credit issued for the account of the Debtors in favor of Arch. Arch also has certain contingent liabilities relating to (i) supply contracts entered into before it sold assets to Magnum Coal Company in 2005, and (ii) retiree medical benefits under the Coal Industry Retiree Health Benefits Act of 1992 for certain individuals who retired prior to October 1, 1994 from units of Arch or its predecessors that were sold to Magnum Coal Company. Two affiliates of Arch, Allegheny Land Co. and Ark Land Company, are among the Debtors’ landlords. Bryan Cave represents Arch and certain of its affiliates on matters unrelated to the Debtors. Bryan Cave also represents Arch in a putative class-action suit filed in the Southern District of West Virginia in October 2012 by the United Mine Workers of America and certain former employees of Arch and Peabody Energy

Corporation, in which the plaintiffs assert claims alleging discriminatory treatment under the Employee Retirement Income Security Act of 1974 and seek declaratory, injunctive, and other equitable relief relating to certain employee benefit plans. Bryan Cave will not be involved with any dispute between the Debtors and Arch and will not receive confidential information from the Debtors regarding any such dispute. Appropriate safeguards have been implemented within Bryan Cave to assure that information will not be shared between Bryan Cave restructuring attorneys working for the Debtors and other Bryan Cave attorneys who may be requested to work for Arch.

(c) Bank of America, N.A. is the administrative agent and collateral agent for the Debtors' "second out" debtor-in-possession financing facility. Bank of America, N.A. also is the administrative agent for the Debtors' pre-petition financing facility and has issued letters of credit for the Debtors' account. Merrill, Lynch, Pierce, Fenner & Smith Incorporated is one of the joint lead arrangers of the Debtors' post-petition financing facilities. Banc of America Securities, Inc. has performed investment-banking services for the Debtors. Bank of America Leasing is one of the Debtors' equipment lessors. Bryan Cave represents Bank of America, N.A. and certain of its affiliates on matters unrelated to the Debtors. Bank of America, N.A. has executed a waiver of any conflict of interest relating to Bryan Cave's representation of the Debtors in these cases, except for the commencement or prosecution of claims, counterclaims, or cross-claims by Bryan Cave against Bank of America, N.A. or its affiliates.

(d) Citibank, N.A. is the administrative agent and collateral agent for the Debtors' "first out" debtor-in possession-financing facility. Citigroup Global Markets, Inc. is one of the joint lead arrangers of the Debtors' post-petition financing facilities, and Citicorp North America, Inc. is a lender and issuer of letters of credit under that facility.

Citibank, N.A. also has performed investment-banking services for the Debtors. CitiCapital Commercial Leasing Corporation is one of the Debtors' equipment lessors. Bryan Cave represents Citibank, N.A. and certain of its affiliates on matters unrelated to the Debtors. Citigroup Inc. has executed a waiver of any conflict of interest relating to Bryan Cave's representation of the Debtors in these cases, except for threatening or asserting proceedings by Bryan Cave adverse to Citibank, N.A. or its affiliates, and subject to the separation of Bryan Cave professionals representing the Debtors in these cases and Bryan Cave professionals representing Citibank, N.A. and its affiliates on other unrelated matters.

(e) Carmody MacDonald, P.C. has been retained as counsel to the Official Committee of Unsecured Creditors in connection with these cases. Several attorneys associated with Carmody MacDonald, P.C., including Gregory D. Willard, formerly practiced with Bryan Cave.

(f) Dowd Bennett LLP has been retained as counsel to several benefit funds associated with the United Mine Workers in connection with these cases. Several attorneys associated with Dowd Bennett LLP, including Edward L. Dowd, Jr. and James E. Crowe III, formerly practiced with Bryan Cave.

(g) Irl F. Engelhardt is the former Chairman and Chief Executive Officer of Patriot Coal Corporation. Bryan Cave represented Mr. Engelhardt in the past in connection with his employment contract with the Debtors.

(h) Peabody Energy Corporation ("Peabody") is the Debtors' former parent company. Its affiliate PEC Equipment Company, LLC is one of the Debtors' equipment lessors. Bryan Cave represents Peabody and certain of its affiliates on matters unrelated to the Debtors. Bryan Cave provided advice with respect to limited aspects of the

transaction in which Peabody spun off the Debtors, including issues relating to securities disclosures and trading and the establishment of the Debtors' employee-benefit plans, but Bryan Cave performed no services with respect to the design, formulation, or negotiation of the terms of the spin-off transaction. A member of Bryan Cave's restructuring practice is married to an employee who works in financial planning and analysis for Peabody. A member of Bryan Cave's tax practice is married to an employee who works in human resources for Peabody and who, in her capacity as a participant in Peabody's employee stock purchase plan, received a distribution of stock of Patriot Coal Corporation in connection with the spin-off transaction, which she holds in her own name and not jointly with her husband. Bryan Cave will not be involved with any dispute between the Debtors and Peabody and will not receive confidential information from the Debtors regarding any such dispute. Appropriate safeguards have been implemented within Bryan Cave to assure that information will not be shared between Bryan Cave restructuring attorneys working for the Debtors and other Bryan Cave attorneys who may be requested to work for Peabody.

(i) Jeffrey R. Tucker is Senior Counsel in the Debtors' legal department. Mr. Tucker practiced as an associate with Bryan Cave from 2006 to 2011.

(j) Other connections are summarized on **Attachment 2**. None of the current or past engagements reflected on that attachment is related to the Debtors.

(k) Attorneys associated with Bryan Cave or their family members (i) may have mortgages, consumer loans, or other banking relationships with the Debtors' creditors; and (ii) may own debt or equity securities issued by creditors of the Debtors in amounts that are not material from the issuer's perspective.

(l) As part of its practice, Bryan Cave appears in cases, proceedings, and transactions involving many different attorneys, accountants, financial consultants, and investment bankers, some of which now or may in the future represent the Debtors, creditors, or parties in interest in these cases.

13. Because of the size of this case and the possibility of trading in claims and equity interests, Bryan Cave may represent other entities that have a connection with the Debtors but were not disclosed to Bryan Cave or uncovered in my investigation. However, my review indicates that Bryan Cave does not represent any such entity in connection with this case.

14. If Bryan Cave is unable to represent the Debtors in an adversary proceeding or contested matter adverse to the interests of another client of the firm, Bryan Cave will so advise the Debtors, and that proceeding, or the relevant portion thereof, will be handled by other counsel for the Debtor whose retention has been approved by the Court.

15. Bryan Cave submits that none of the foregoing representations or connections constitutes Bryan Cave's holding or representing an interest adverse to the Debtors or their estates.

16. Neither I nor Bryan Cave will represent any entity in connection with this case, except the Debtors, unless otherwise authorized by the Court.

17. To the best of my knowledge, information, and belief, neither Bryan Cave nor any attorney associated with Bryan Cave:

- (a) is a creditor, an equity security holder, or an insider of the Debtors;
- (b) is or has been, within two years before the filing of these cases, a director, officer, or employee of the Debtors; or

(c) has an interest materially adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtors, or for any other reason.

18. Except with respect to services provided by Bryan Cave as an ordinary-course professional on or before November 30, 2012, the professional fees and costs incurred by Bryan Cave in the course of its representation of the Debtors in these cases will be subject in all respects to the application and notice requirements of Sections 327, 330, and 331 of the Bankruptcy Code and Federal Rules of Bankruptcy Procedure 2014 and 2016.

19. There is no agreement of any nature as to the sharing of any compensation to be paid to Bryan Cave, other than sharing among the partners and regular associates of Bryan Cave. No promises have been received by Bryan Cave nor any partner or regular associate thereof as to compensation in connection with these cases, other than in accordance with the provisions of the Bankruptcy Code.

20. I am not related to, and to the best of my knowledge no other attorney associated with Bryan Cave is a relative of, any Bankruptcy Judge in this District, the United States Trustee, or any person employed by the Office of the United States Trustee.

21. Except as disclosed above, I do not believe that there is any other connection (as such term is used in Federal Rule of Bankruptcy Procedure 2014(a)) between Bryan Cave and the Debtors, creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed by the Office of the United States Trustee.

I declare under penalty of perjury that the foregoing is true and correct. Executed on January 15, 2013.

/s/ Lloyd A. Palans
Lloyd A. Palans

ATTACHMENT 1

Engagement Letter



November 27, 2012

CONFIDENTIAL

Joseph W. Bean, Esq.
Patriot Coal Corporation
12312 Olive Blvd.
St. Louis, MO 63141

Re: Engagement of Bryan Cave LLP

Dear Joe:

We are pleased that you have chosen to engage Bryan Cave LLP to provide legal services to Patriot Coal Corporation and its debtor affiliates in connection with their Chapter 11 bankruptcy cases, as well as corporate, finance, securities, and employee benefits issues and such other matters that we mutually agree to undertake. Consistent with our normal practice, this letter and the attached Statement of Engagement Terms and Billing Practices (the "Statement") set forth the terms of our engagement. The Statement is important and is provided to our clients so that they understand in advance how various issues will be handled.

Our fees for legal services are based on the time we spend on the engagement. In the event the nature of the services requested justifies a departure from that approach, we welcome the opportunity to discuss alternative arrangements. We separately charge for expenses and other charges incurred in connection with rendering our services, all as described in the Statement.

Our billing statements are normally rendered on a monthly basis and are due and payable upon receipt. We endeavor to include expenses and other charges in the statement for the month in which they are incurred. On occasion, however, accounting for certain expenses and charges (i.e., late-posted items or international charges), may be delayed, in which case late-posted items will be billed on the next regular statement. The Firm reserves the right to charge a late payment penalty in the form of interest on any statements not paid within 30 days of the statement date at the legal rate of interest.

Our representation is conditioned upon receipt of the signed copy of this letter from you confirming your understanding and approval of these terms of our engagement.

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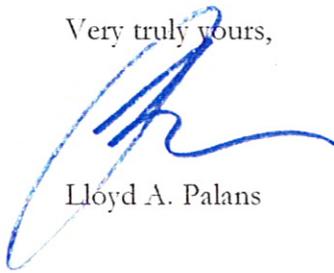
Joseph W. Bean, Esq.
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Bryan Cave LLP

Our attorney-client relationship is one of mutual trust and confidence. We do our best to see to it that our clients are satisfied not only with our services but also with the fees charged for those services. Whenever you have any questions or comments regarding our services or fees, you should contact me or any other attorney in the Firm with whom you are working. We also encourage you to inquire about any matters relating to our fee arrangements or monthly statements that are in any way unclear.

We appreciate the confidence you have placed in us and look forward to working with you. If this letter and the Statement correctly set forth our mutual understanding, please sign and date the enclosed copy of this letter and return it to us with the attached Statement.

Very truly yours,



Lloyd A. Palans

**THESE TERMS, INCLUDING THE ATTACHED
STATEMENT OF ENGAGEMENT TERMS AND
BILLING PRACTICES, ARE APPROVED.**

DATED:

Patriot Coal Corporation, on behalf of
itself and its debtor affiliates



By: Joseph W. Bean, Esq.
Their Authorized Representative

**STATEMENT OF ENGAGEMENT TERMS
AND BILLING PRACTICES**

(St. Louis)

Fees. Our general policy is to calculate fees for legal services on the basis of a rate for each lawyer and legal assistant engaged in providing such services, multiplied by the number of hours (or fractions thereof, in increments of one-tenth of one hour) devoted to the rendering of such services by each such lawyer or legal assistant.

In serving the client we attempt to utilize those lawyers and legal assistants having the lowest hourly billing rates commensurate with the legal knowledge and level of experience required in order to achieve the client's objective. The selection of those lawyers and legal assistants who will render services will be made by the lawyer having overall supervisory responsibility for each engagement, taking into consideration the nature of the engagement, the office in which most of those services are likely to be rendered, the degree of legal experience and knowledge required in order to achieve the client's objective, the availability of lawyers and legal assistants to work on the engagement, and their hourly billing rates.

A rate is determined for each of our lawyers and legal assistants on the basis of that person's seniority, experience or area of practice, and the geographic location of the office in which that person works. The hourly billing rates may be adjusted periodically, most typically effective with the start of each calendar year. The rates for our professionals likely to be involved in rendering services in connection with these matters are as follows:

Lloyd Palans	\$675
Brian Walsh	\$450
Laura Hughes	\$315
Erica Woods	\$210
Susan Reiss	\$225

When we provide services which are of special value or which require unusual sophistication we will discuss with you charging for those services an amount that exceeds the standard rate of the professionals involved multiplied times the number of hours devoted to the rendering of services.

Deposits. We have not requested a deposit at this time, but we reserve the right to request a deposit in the future.

Any deposits that we receive from you will be placed in our client trust account on your behalf and are refundable to the extent not subject to disbursement. We expect that any deposit will be placed by us in our unsegregated trust account. Interest earned on that account, pursuant to Missouri Supreme Court Rule, is paid to the Missouri Lawyer Trust Account Foundation to be used for providing civil legal assistance to low-income individuals, improving the administration of justice and promoting such other programs for the benefit of the public approved by the Supreme Court.

Deposits are received with the understanding that we are expressly authorized to withdraw from the trust account the sums necessary to pay for services as they are performed and expenses as they are incurred. You will be notified in writing of the amounts applied or withdrawn, and you will also be provided with a statement explaining the services rendered and costs incurred. If the charges for services and costs exceed the balance on deposit, the statement will show the excess due and payable. We may also request additional deposits to cover further services and costs, if circumstances warrant. When our services are completed, you will receive a final invoice. Any remaining balance after payment of our final invoice will be returned to you.

Representation in Other Matters. We are a large law firm and we represent many other companies and individuals. To avoid any misunderstanding in connection with our current (and any future) engagement for you, we confirm that we have not been asked to act as counsel for any subsidiary, parent, affiliated entity or individual as a result of our acting as counsel to you. Any such relationship, if undertaken by us with any such other entity or individual, must be separately entered into.

It is possible that some of our present or future clients will have disputes with Patriot Coal Corporation during the time that we are representing you. In particular, you understand that we represent Bank of America, N.A. and its affiliates, Citibank, N.A. and its affiliates, Peabody Energy Corporation and its affiliates, Arch Coal, Inc. and its affiliates, and certain other entities that are or may be parties in interest in your Chapter 11 cases on an ongoing basis, on matters unrelated to your Chapter 11 cases. Any contested matter, adversary proceeding, or other litigation between you and any of our Firm's other clients will be handled by your other counsel at Davis Polk & Wardwell LLP or Curtis, Mallet-Prevost, Colt & Mosle LLP.

As a condition to our undertaking this engagement, you have agreed that our Firm may continue to represent or may undertake in the future to represent these or other existing or new clients in any matter on a position, other than a matter in which we represent you with respect to that position, that is adverse to you or in which your interests may be adversely affected. We agree, however, that (a) we will not represent any other client in connection with your Chapter 11 cases, and (b) your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where as the result of our representation of you we have obtained sensitive, proprietary or other confidential information of a non-public nature that, if known to any such other client of ours, could be used in any such other matter by such client to the disadvantage of you.

Litigation and Dispute Resolution Matters. The outcome, cost and the course of most litigation matters cannot be predicted. Should you ever have questions or concerns, we encourage you to contact us. Your timely and full cooperation and assistance will play a critical role in our efforts. You always retain the right to determine whether a compromise should be pursued and accepted, or, alternatively, whether the matter should be pursued to an adjudication on the merits at trial and thereafter to an appeal. While we cannot assure you that there will not be an adverse outcome, our efforts always are directed toward obtaining the most satisfactory resolution of this matter for you that is possible.

Termination of Engagement. You may terminate our engagement with or without cause at any time on written notice to us. Termination of our services will not affect your responsibility to pay for legal services rendered and all expenses and other charges incurred up to the date when we receive notice of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

We may terminate our engagement for any of the reasons permitted under the Missouri Rules of Professional Conduct, including your failure to promptly pay our bills, misrepresentation of (or failure to disclose) any material facts, action taken contrary to our advice, or any other conduct or situation that in our judgment impairs an effective attorney-client relationship between us or presents conflicts with our professional responsibilities. This letter constitutes reasonable warning that we will withdraw from representing you in this matter if you fail substantially to fulfill an obligation to us regarding our services. Other grounds for terminating our representation are set forth in Rule 1.16 of the Missouri Rules of Professional Conduct, a copy of which we will provide you on request. We may request a stipulation executed by you allowing us to withdraw as your attorney in any judicial, arbitration or similar proceedings, in which event you agree in advance to our withdrawal.

Our attorney-client relationship will also terminate when a matter for which our Firm was hired has been completed, whether or not our bill to you for services has been rendered or paid. Upon termination of our relationship, the Firm has no duty to accept new engagements or to continue representation in any matters unless mutually agreed in writing.

Future Representation. In the event our engagement necessitates that we prepare an agreement which provides for ongoing rights and obligations on your part, a dispute concerning the interpretation or enforceability of that agreement may subsequently arise after our engagement has been terminated. In the absence of our express written agreement, you may not assume that the Firm will continue to be free to represent you in a future dispute concerning such agreement.

Retention of Files. Generally, we keep each client's legal files for ten years after we close the file. After ten years, we destroy those files unless the client tells us otherwise. If you want us to keep your files for a longer period of time, please tell us.

Charges. Our statements to our clients are normally rendered on a monthly basis, and ordinarily include certain charges other than fees for legal services. These charges may include third-party expenses (such as filing fees, court reporters and travel) and internal expenses. Clients may be asked to pay larger third-party invoices directly. Other third-party expenses will be added to our bills with no markup. The Firm has elected to charge for certain support activities on the basis of each client's individual use instead of covering them in its hourly rates for fee earners. The internal charges will be billed in the following way:

Facsimile: Clients are charged \$1.00 per page plus the telephone expense for outgoing faxes. There is no charge for incoming faxes.

Mail: There is no charge for regular mail. Clients are charged the actual cost of express mail and bulk mailings, as well as air express couriers.

Messengers: Clients are charged the actual costs of outside messenger service. In some instances, Firm personnel may be used in lieu of an outside messenger service to reduce delivery time. In those cases, delivery charges are competitive with those of the outside messenger.

Reproduction Costs:

Copies - The Firm charges \$.20 per page for regular copies, \$.75 per page for color copies. Copying by outside vendors when required by size or time constraints of the specific project is charged at actual cost.

Binding - The Firm charges \$5.00 for each binding (velo, spiral, fastback, etc.) job.

Data Transfers - The Firm charges a fixed rate for burning CDs and DVDs at \$8 and \$12, respectively.

Computer Research: The Firm uses Lexis/Nexis and Westlaw computer-assisted research. The Firm contracts for these services in bulk and for several years in advance. The Firm will bill you at the bulk rate the Firm is charged for such research.

Long-Distance Telephone Calls: To ensure availability and quality of transmission of voice and data, the Firm contracts with long distance carriers for these services in bulk and for several years in advance. Long distance calls are billed at direct dial rates to third parties without discount.

Applicable Law. Even though our Firm has offices and transacts business in numerous locations, our attorney-client relationship will be governed by Missouri law, including the Missouri Rules of Professional Conduct.

ATTACHMENT 2

Other Connections

<u>Interested Party</u>	<u>Role</u>	<u>Current Client / Affiliate of Client</u>	<u>Former Client / Affiliate of Former Client</u>
ACE Group; ACE American Insurance Company	Insurer; Surety Issuer	X	
Adorjan, J. Joseph	Director	X	
Alpha Natural Resources, Inc.	Landlord; Litigation	X	
American Electric Power Co.	Creditors' Committee	X	
AT&T	Utility	X	
Bank of Oklahoma, N.A.	Financial Institution	X	
Bank of the West	Equipment Lessor	X	
Barclays Bank PLC	Financial Institution; Professional	X	
Big Rivers Electric Corp.	Customer	X	
BlackRock, Inc.	Shareholder	X	
Blackstone Group LP	Professional	X	
Blue Cross Blue Shield	Vendor	X	
Bridgestone Americas Tire Operations, Inc.	Notice of Appearance	X	
Broadbridge Financial Solutions, Inc.	Professional	X	
Buffalo Wild Wings, Inc.	Affiliate of Director	X	
CapitalSource Bank	Equipment Lessor	X	
CenturyTel/Tele-Max, Inc.	Utility	X	
CH2M Hill Engineers	Professional	X	
City of New York	Notice of Appearance	X	
Comerica Bank	Financial Institution	X	
Computershare	Professional	X	
Constellation Energy	Customer	X	

<u>Interested Party</u>	<u>Role</u>	<u>Current Client / Affiliate of Client</u>	<u>Former Client / Affiliate of Former Client</u>
CVS/Caremark	Vendor	X	
Deutsche Bank Securities, Inc.	Notice of Appearance	X	
DISH Network	Utility	X	
Duke Energy	Customer	X	
Duke Realty	Landlord	X	
Ernst & Young LLP	Professional	X	
Fiberlink Communications Corp.	Utility	X	
Fifth Third Bank	Financial Institution; Equipment Lessor; L/C Issuer; Professional	X	
Frontier Communications	Utility	X	
General Electric Capital Corporation	Equipment Lessor	X	
GenOn Energy Management, LLC	Customer	X	
Houlihan Lokey Capital, Inc.	Professional	X	
Huntington National Bank	Equipment Lessor	X	
IBM	Supplier; Professional	X	
Iron Mountain Information Management, Inc.	Notice of Appearance	X	
Ironshore Inc.	Insurer	X	
Jones Day	Professional for Interested Party	X	
Kentucky Utilities Co.	Utility	X	
Key Equipment Finance, Inc.	Equipment Lessor	X	
Komatsu Financial Limited Partnership	Equipment Lessor	X	

<u>Interested Party</u>	<u>Role</u>	<u>Current Client / Affiliate of Client</u>	<u>Former Client / Affiliate of Former Client</u>
KPMG LLP	Professional	X	
M&I Bank, a/k/a BMO Harris Bank	Financial Institution; Equipment Lessor	X	
Mercuria Energy Trading, Inc.	Customer	X	
Natixis, New York Branch	Financial Institution; Professional	X	
Oracle America, Inc.	Notice of Appearance	X	
PNC Bank	Financial Institution; L/C Issuer; Professional	X	
PPL EnergyPlus, LLC; PPL Generation, LLC	Customer	X	
Private Bank	Financial Institution	X	
Protiviti	Professional	X	
Ranken Technical College	Affiliate of Director	X ¹	
Raymond James Bank	Financial Institution	X	
RBS Asset Finance, Inc.	Equipment Lessor	X	
Republic Services	Utility	X	
Ritchie Brothers Auctioneers (America), Inc.	Equipment Lessor	X	
Rockwood Insurance	Surety Issuer	X	
Saint Louis University	Affiliate of Director	X ²	
Santander Investment Securities, Inc.	Professional	X	
Société Générale	Financial Institution	X	
Sovereign Bank	Financial Institution	X	

¹ A Bryan Cave attorney also is a member of the board of trustees of Ranken Technical College.

² The father of a Bryan Cave attorney also is a member of the board of trustees of Saint Louis University.

<u>Interested Party</u>	<u>Role</u>	<u>Current Client / Affiliate of Client</u>	<u>Former Client / Affiliate of Former Client</u>
State of Illinois	Taxing Authority; Regulatory Authority	X	
State of Missouri	Taxing Authority	X	
State Street Corporation	Shareholder	X	
Time Warner Cable	Utility	X	
Tire Centers LLC	Supplier	X	
U.S. Bank, National Association	Creditors' Committee; Indenture Trustee	X	
U.S. Steel Corp.	Customer	X	
UBS	Financial Institution; Professional	X	
Union Pacific Railroad Company	Notice of Appearance	X	
US Cellular Corporation	Utility	X	
Verizon	Utility	X	
Waste Management of WV, Inc.	Utility	X	
West Virginia American Water Co.	Utility	X	
Wilmington Trust Company	Creditors' Committee; Indenture Trustee; Professional	X	
Windstream Communications	Utility	X	
Workday, Inc.	Vendor	X	
Zenon Environmental Corp. d/b/a GE Water	Professional	X	
AFCO	Unsecured Creditor		X
Alcoa Fuels, Inc.	Landlord		X
Allegheny Power	Utility		X
AON Risk	Insurance Broker		X

<u>Interested Party</u>	<u>Role</u>	<u>Current Client / Affiliate of Client</u>	<u>Former Client / Affiliate of Former Client</u>
Argonaut Insurance Company	Surety Issuer; L/C Beneficiary		X
Arnold & Porter, LLP	Professional		X
BancorpSouth Equipment Finance	Equipment Lessor		X
Bayer CropScience LP	Customer		X
Berkley Insurance	Insurer		X
Black King	Landlord		X
Blue Eagle	Landlord		X
Brake Supply Company, Inc.	Supplier		X
Buchanan, Ingersoll & Rooney	Professional		X
Cadwalader, Wickersham & Taft LLP	Professional for Interested Party		X
Caterpillar Financial Services Corp.	Financial Institution; Equipment Lessor; Supplier		X
CenterPoint Energy, Inc.	Affiliate of Director		X
Cleary, Gottlieb, Steen & Hamilton LLP	Professional for Interested Party		X
Commonwealth of Kentucky	Taxing Authority; Regulatory Authority		X
Commonwealth of Pennsylvania	Taxing Authority; Regulatory Authority		X
Continental Casualty Company, a/k/a CNA	Insurer; Surety Issuer		X
Continental Insurance Company	Surety Issuer		X
CSX Transportation, Inc.	Shipper		X
Curtis, Mallet-Prevost, Colt & Mosle LLP	Professional		X

<u>Interested Party</u>	<u>Role</u>	<u>Current Client / Affiliate of Client</u>	<u>Former Client / Affiliate of Former Client</u>
Davis Polk & Wardwell LLP	Professional		X
Dinsmore & Shohl LLP	Professional		X
DTE Energy Company	Customer		X
Duff & Phelps Corporation	Professional		X
E.on AG	Customer		X
East Kentucky Power Cooperative	Customer		X
Eastman Kodak Co.	Customer		X
EDF Trading North America, LLC	Customer; Litigation		X
Emerald International	Customer		X
FBR Capital Markets & Co.	Professional		X
Firemen's Insurance Company of Newark, New Jersey	Surety Issuer		X
First Utah Bank	Equipment Lessor		X
Flagstar Bank	Equipment Lessor		X
Freedom Group, Inc.	Affiliate of Director		X
Gerdau Açominas S.A.	Customer		X
Greenberg Traurig LLP	Professional		X
Hanson Aggregates Davon, LLC	Notice of Appearance		X
Hartford Insurance	Insurer		X
HCC Insurance; HCC Surety	Insurer; Surety Issuer		X
Hiscox Insurance	Insurer		X
Insurance Company of North America	Surety Issuer		X
Island Creek Corporation	Litigation		X
Keystone Industries, LLC	Customer; Litigation		X

<u>Interested Party</u>	<u>Role</u>	<u>Current Client / Affiliate of Client</u>	<u>Former Client / Affiliate of Former Client</u>
Latham & Watkins LLP	Professional for Interested Party		X
Liberty Mutual Insurance; Liberty International	Insurer; Surety Issuer		X
Long Branch Energy	Customer		X
Long, Tommy	Landlord		X ³
Louisville Gas & Electric Company	Customer		X
Macquarie Corporate and Asset Funding, Inc	Equipment Lessor		X
Marsh USA	Insurance Broker		X
Massey Energy Company	Litigation		X
Mayer Brown LLP	Professional for Interested Party		X
Mercer LLC	Professional		X
Mesirow Financial Consulting, LLC	Professional		X
Microsoft Corporation	Notice of Appearance		X
Monongahela Power Company	Utility		X
Motion Industries, Inc.	Equipment Lessor		X
Norfolk Southern Railway Corporation	Shipper; L/C Beneficiary		X
Occidental Petroleum Corporation	Litigation		X
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.	Professional		X
Ohio Valley Environmental Coalition, Inc.	Litigation		X

³ Bryan Cave has represented several individuals named Thomas Long in matters unrelated to the Debtors. Bryan Cave does not have sufficient information about this interested party to determine if he is one of the firm's former clients.

<u>Interested Party</u>	<u>Role</u>	<u>Current Client / Affiliate of Client</u>	<u>Former Client / Affiliate of Former Client</u>
Old Republic Insurance	L/C Beneficiary		X
Oliver Wyman Group	Professional		X
Pension Benefit Guaranty Corporation	Notice of Appearance		X
Petroleum Products, Inc.	Vendor		X
Phillips 66 Receivable	Unsecured Creditor		X
Pocahontas Land	Landlord		X
Potter Family, LLC	Landlord		X
PRC Holdings, LLC	Notice of Appearance		X
QuikTrip Corporation	Affiliate of Director		X
R.R. Donnelley	Professional		X
Relco Finance, Inc.	Equipment Lessor		X
Remington Arms Company, Inc.	Affiliate of Director		X
Rhino Energy WV LLC	Business Partner		X
Sandvik Mining and Construction	Vendor		X
SG Equipment Finance USA Corp.	Equipment Lessor		X
SGS North America, Inc.	Unsecured Creditor		X
Shields, William H.	Landlord		X ⁴
Siemens Financial Services, Inc.	Equipment Lessor		X
Sierra Club	Litigation		X
SNR Denton	Professional		X
Southern Company	Customer		X
St. Paul Insurance	Surety Issuer		X

⁴ Bryan Cave has represented several individuals named William Shields in matters unrelated to the Debtors. Bryan Cave does not have sufficient information about this interested party to determine if he is one of the firm's former clients.

<u>Interested Party</u>	<u>Role</u>	<u>Current Client / Affiliate of Client</u>	<u>Former Client / Affiliate of Former Client</u>
State of Indiana	Taxing Authority		X
Steptoe & Johnson, PLLC	Professional		X
Suddenlink Communications	Utility		X
Tampa Electric Company	Litigation		X
Thompson Coburn LLP	Professional		X
Towers Watson	Professional		X
Travelers Casualty & Surety	Surety Issuer; L/C Beneficiary		X
United Leasing, Inc.	Equipment Lessor		X
United Mine Workers of America 1974 Pension Plan and Trust	Creditors' Committee		X
United States Army Corps of Engineers	Regulatory Authority		X
Universal Surety Company of America	Surety Issuer		X
Vanguard Group, Inc.	Shareholder; Vendor		X
Vitol, Inc.	Customer; Litigation		X
Weil Gotshal & Manges LLP	Professional for Interested Party		X
West Penn Power Company	Utility		X
Westchester Fire Insurance Company	Surety Issuer		X
Willis Group	Insurance Broker		X
Willkie Farr & Gallagher LLP	Professional for Interested Party		X
XL Insurance	Insurer		X
Zurich Insurance	Insurer		X