

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

**In re:**  
  
**PATRIOT COAL CORPORATION, *et al.*,**  
  
**Debtors.<sup>1</sup>**

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

**Objection Deadline:  
March 11, 2013 at 4:00 p.m.  
(prevailing Central Time)**

**Hearing Date (if necessary):  
To Be Determined**

**Hearing Location:  
Courtroom 7 North**

**NOTICE OF REJECTION OF EXECUTORY CONTRACT  
AS SET FORTH ON SCHEDULE “A” ATTACHED HERETO**

PLEASE TAKE NOTICE, that on August 16, 2012, the United States Bankruptcy Court for the Southern District of New York (the “**SDNY Bankruptcy Court**”) entered the order attached hereto as Exhibit 1 (the “**Order**”)<sup>2</sup> approving Procedures for the rejection of Contracts and Leases and for the abandonment of Expendable Property. The Procedures enable Patriot Coal Corporation and those of its subsidiaries that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”) in the chapter 11 cases that are jointly administered under Case No.

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<sup>1</sup> The Debtors are the entities listed on Schedule 1 attached to the Debtors’ Motion for Approval of Procedures for the Rejection of Executory Contracts and Unexpired Leases and for the Abandonment of Personal Property [ECF No. 136]. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors’ chapter 11 petitions.

<sup>2</sup> Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to it in the Order.

12-51502-659 to reject Contracts and Leases and abandon Expendable Property without further notice. On December 19, 2012, the SDNY Bankruptcy Court entered an order (the “**Transfer Order**”) transferring these chapter 11 cases to the Bankruptcy Court for the Eastern District of Missouri (the “**Court**”).<sup>3</sup>

PLEASE TAKE FURTHER NOTICE, that pursuant to the terms of the Order, unless a written Objection is filed with the Court and served by **March 11, 2013 at 4:00 p.m. (prevailing Central Time)** in accordance with the terms of the Order, the Contract set forth on the attached Schedule A (the “**Electric Service Agreement**”) shall be rejected pursuant to section 365(a) of the Bankruptcy Code, effective as of the date set forth on the attached Schedule A.<sup>4</sup>

PLEASE TAKE FURTHER NOTICE, that pursuant to the terms of the Order, (a) no counterparties to any Contract may set off or otherwise use any monies deposited by the Debtors with such counterparty as a security deposit or pursuant to another similar arrangement without prior order of the Court, and (b) the holder of any claim for damages arising from the rejection of any Contract is required to file a proof of claim on account of such claim against the Debtors in accordance with the Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof [ECF No. 1388] and Local Rule 3002 of the Local Rules of the Bankruptcy Court for the Eastern District of Missouri on or before the date that is 30 days after the entry of an order

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<sup>3</sup> Pursuant to the Transfer Order, all orders previously entered in these chapter 11 cases remain in full force and effect in accordance with their terms notwithstanding the transfer of venue.

<sup>4</sup> The Debtors will provide to the Core Parties (as defined in the Order Establishing Certain Notice, Case Management and Administrative Procedures entered on October 18, 2012 [ECF No. 1386]) a proposed order authorizing the rejection of the Electric Service Agreement (the “**Proposed Order**”). A copy of the Proposed Order will be available at [www.patriotcaseinfo.com/orders.php](http://www.patriotcaseinfo.com/orders.php).

authorizing the rejection to which the claim relates, and that absent a timely filing, such claim shall be irrevocably barred.

PLEASE TAKE FURTHER NOTICE, that if an Objection is timely filed and served in accordance with the Order, and such Objection has not been resolved by the parties, the Debtors may schedule the matter for an omnibus hearing. If, after a hearing, the disputed rejection is approved by the Court, the Electric Service Agreement will be deemed rejected as of the date set forth on the attached Schedule A.

Dated: February 28, 2013  
New York, New York

Respectfully submitted,

DAVIS POLK & WARDWELL LLP

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**Schedule A**<sup>1</sup>

<b>Title of Agreement</b>	<b>Contract Type</b>	<b>Debtor Party to the Contract to be Rejected</b>	<b>Debtors' Contract ID</b>	<b>Counterparty to the Contract to be Rejected</b>	<b>Date of Contract</b>	<b>Location of Real Property that is the Subject of a Lease to be Rejected</b>	<b>Description and Location of Expendable Property</b>	<b>Rejection Effective Date</b>
Agreement for Electric Service	Utility Contract	Patriot Coal Company, L.P.	UA7017	Kenergy Corp.	1/18/2008	N/A	N/A	2/28/2013

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<sup>1</sup> The Contract listed herein includes any modifications, amendments, addenda and/or supplements thereto and/or restatements thereof and/or any ancillary documents or agreements related thereto.