

Objection Deadline: July 20, 2012 at 4:00 p.m. (prevailing Eastern Time)  
Hearing Date (if necessary) : July 26, 2012 at 2:00 p.m. (prevailing Eastern Time)

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*Proposed Counsel to the Debtors  
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In re:**

**PATRIOT COAL CORPORATION, *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 12-12900 (SCC)**

**(Jointly Administered)**

**DEBTORS' MOTION FOR AN ORDER (i) PROHIBITING UTILITIES FROM  
ALTERING, REFUSING OR DISCONTINUING SERVICE, (ii) DEEMING UTILITY  
COMPANIES ADEQUATELY ASSURED OF FUTURE PERFORMANCE AND  
(iii) ESTABLISHING PROCEDURES FOR DETERMINING REQUESTS FOR  
ADDITIONAL ADEQUATE ASSURANCE**

Patriot Coal Corporation and its subsidiaries that are debtors and debtors in  
possession in these proceedings (collectively, the "**Debtors**") respectfully represent:

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<sup>1</sup> 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.

### **Relief Requested**

1. Section 366 of the Bankruptcy Code prevents utility companies from discontinuing, altering or refusing service to a debtor during the first 30 days of a chapter 11 case. However, after such thirty-day period, a utility company has the option of terminating its services pursuant to section 366(c)(2) of the Bankruptcy Code if a debtor has not furnished adequate assurance of payment.

2. By this motion (the “**Motion**”), the Debtors seek entry of an order in the form attached hereto as Exhibit A (the “**Order**”) (a) determining that the Utilities (as defined below) have “adequate assurance of payment” within the meaning of section 366 of the Bankruptcy Code, (b) approving the Debtors’ proposed offer of adequate assurance and the procedures set forth below for resolving requests by Utilities for additional or different assurances beyond those set forth in this Motion, (c) prohibiting the Utilities from altering, refusing or discontinuing any Utility Services on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Debtors’ proposed adequate assurance and (d) establishing procedures for the Utilities to seek to opt out of the Debtors’ proposed adequate assurance procedures.

### **Background and Jurisdiction**

3. On July 9, 2012 (the “**Petition Date**”), each Debtor commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

4. These chapter 11 cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and the Court’s Joint Administration Order entered on July 10, 2012 [ECF No. 30].

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 on July 9, 2012 [ECF No. 4], which is incorporated herein by reference.

6. The Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and may be determined by the Bankruptcy Court. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

### **The Utilities**

7. In connection with the operation of their businesses and management of their properties, the Debtors obtain utility services (collectively, the “**Utility Services**”) from dozens of utilities, as that term is used in section 366 of the Bankruptcy Code (the “**Utilities**”). Annexed hereto as Exhibit B is a list of Utilities that provide Utility Services to the Debtors as of the Petition Date. The relief requested herein is for all Utilities providing Utility Services to the Debtors, and is not limited to those listed on Exhibit B.<sup>2</sup> The Debtors have made an extensive and good faith effort to identify all of the Utilities that provide them Utility Services and to include them in Exhibit B. Nonetheless, the Debtors reserve the right to supplement Exhibit B by filing a notice (a

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<sup>2</sup> The inclusion of any entity on, as well as any omission of any entity from, Exhibit B is not an admission by the Debtors that such entity is, or is not, a utility within the meaning of section 366 of the Bankruptcy Code, and the Debtors reserve all rights with respect thereto.

“**Supplemental Notice**,” and, together with Exhibit B, as may be so supplemented, the “**Utilities List**”) at a later date with the Court.

8. During the past 12 months, the Debtors paid an average of approximately \$5.2 million per month on account of Utility Services. To the best of the Debtors’ knowledge, there are few, if any, material defaults or arrearages with respect to the Debtors’ undisputed Utility Services invoices, other than payment interruptions that may be caused by the commencement of these chapter 11 cases.

9. Uninterrupted Utility Services are essential to the Debtors’ ongoing operations, and, therefore, to the success of the Debtors’ reorganization. The Debtors operate thermal and metallurgical coal mines, preparation plants and loadout facilities that depend on the reliable delivery of power and other Utility Services, and because of the nature of the Debtors’ operations, it is essential that the Utility Services continue uninterrupted. Should any Utility refuse or discontinue service, even for a brief period, the Debtors’ operations could be severely disrupted. The impact of this disruption on the Debtors’ business operations and revenue would be extremely harmful and could jeopardize the Debtors’ reorganization efforts.

#### **Adequate Assurance**

10. The Debtors intend to pay all post-petition obligations owed to the Utilities in a timely manner. The Debtors’ \$802 million postpetition lending facility (the “**DIP Facility**”) has been approved on an interim basis, and the Debtors currently more than \$250 million in cash and cash equivalents.

11. The Debtors propose to provide a deposit<sup>3</sup> (the “**Adequate Assurance Deposit**”) equal to two weeks of Utility Service (less any deposit already held by such Utility), calculated as a historical average over the past 12 months, to any Utility that requests such a deposit in writing as set forth below; *provided* that such requesting Utility does not already hold a deposit equal to or greater than two weeks of Utility Services; *provided further* that such Utility is not currently paid in advance for its Utility Services. As a condition of requesting or accepting an Adequate Assurance Deposit or any portion thereof, the Debtors propose that the requesting Utility shall be deemed to have stipulated that the Adequate Assurance Deposit constitutes adequate assurance of payment to such Utility within the meaning of section 366 of the Bankruptcy Code, and shall be prohibited from challenging or opting out of the Adequate Assurance Procedures (as defined below), filing an Additional Assurance Request (as defined below) or requesting any additional adequate assurance of payment of any kind at any time, notwithstanding any attempt by such Utility to reserve a right to seek any such relief.

12. The Debtors request an order confirming that they are authorized to pay on a timely basis, in accordance with their prepetition practices, all undisputed invoices for Utility Services rendered by the Utilities to the Debtors after the Petition Date.

13. Given their current cash reserves and the amounts available under the DIP Facility, the Debtors submit that each Adequate Assurance Deposit, in conjunction with the Debtors’ ability to pay for future Utility Services in the ordinary course of business (collectively, the “**Proposed Adequate Assurance**”), constitutes sufficient adequate

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<sup>3</sup> Section 366(c)(1)(A) of the Bankruptcy Code defines “assurance of payment” to mean, among other things, a cash deposit.

assurance to each of the Utilities. If any Utility believes additional assurance is required, they may request such assurance pursuant to the following procedures.

**The Proposed Adequate Assurance Procedures**

14. In light of the severe consequences to the Debtors of any interruption in services by the Utilities, but recognizing the right of each of the Utilities to evaluate the Proposed Adequate Assurance on a case-by-case basis, the Debtors propose that the Court approve the following procedures (the “**Adequate Assurance Procedures**”):

(a) The Debtors will fax, e-mail, serve by overnight mail or otherwise expeditiously send a copy of the Order, which contains the proposed Adequate Assurance Procedures, to each of the Utilities listed in Exhibit B within three business days after entry of the Order by the Court.

(b) Any Utility requesting payment of an Adequate Assurance Deposit must send to (i) the Debtor, Patriot Coal Corporation, 12312 Olive Boulevard, Suite 400; St. Louis, Missouri 63141, Attn: Robert L. Mead, Vice President and Treasurer and (ii) proposed counsel to the Debtors, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York, 10017, Attn: Michelle M. McGreal (together, the “**Request Parties**”) a written request (a “**Deposit Request**”) that names the Utility and includes payment instructions for the Adequate Assurance Deposit, on or before 4:00 p.m. (prevailing Eastern time) on the date that is 21 days from the entry of the Order (the “**Adequate Assurance Deposit Request Deadline**”).

(c) Upon the receipt of a Deposit Request, the Debtors shall provide the requesting Utility with the corresponding Adequate Assurance Deposit;

*provided, however*, that such requesting Utility does not already hold a deposit equal to or greater than two weeks of Utility Services; *provided further* that such Utility is not currently paid in advance for its Utility Services. Any Utility that submits a Deposit Request and already holds a deposit of less than two weeks of Utility Service shall receive an amount equal to the difference between the deposit held and the Adequate Assurance Deposit. Any Utility that is currently paid in advance for its Utility Services shall continue to be so paid in the ordinary course of business.

(d) Any Utility desiring additional adequate assurance in the form of a deposit, prepayment or mechanic otherwise different from the Proposed Adequate Assurance must, on or prior to the Adequate Assurance Deposit Request Deadline, file with the Court and serve on the Request Parties a request (an “**Additional Assurance Request**”), which must be in writing and set forth (i) the amount and form of additional adequate assurance payment requested, (ii) the locations for which the Utility Services are provided and the relevant account numbers, (iii) the Debtors’ payment history for the most recent 12 months, (iv) a list of any deposits, prepayments or other security currently held by the Utility on account of the Debtors, (v) a description of any prior material payment delinquency or irregularity and (vi) an explanation of why the Utility believes the Proposed Adequate Assurance is not sufficient adequate assurance of payment.

(e) The Debtors may, in their discretion, resolve and settle any Additional Assurance Request by mutual agreement with the Utility and without further order of the Court. The Debtors shall not be required to provide a Utility

that files an Additional Assurance Request with an Adequate Assurance Deposit until such Additional Assurance Request is resolved.

(f) For any Utility that timely files an Additional Adequate Assurance Request for which the Debtors are not able to reach a consensual resolution, the Debtors will file a motion (which may address the Additional Assurance Requests of multiple Utilities) and request a hearing before this Court to determine the adequacy of assurance of payment with respect to such Utility (the “**Determination Hearing**”), pursuant to section 366(c)(3) of the Bankruptcy Code.

(g) Pending resolution of a Utility’s Additional Assurance Request by the Court, such Utility shall be prohibited from discontinuing, altering, or refusing service to the Debtors.

(h) Any Utility that does not submit a Deposit Request or file an Additional Assurance Request shall be deemed to have been provided with adequate assurance of payment as required by section 366 of the Bankruptcy Code and shall be prohibited from discontinuing, altering or refusing to provide Utility Services, including on account of unpaid charges for prepetition Utility Services, during the pendency of these proceedings.

15. A Utility shall be deemed to have adequate assurance of payment unless and until (a) the Debtors, in their sole discretion, agree to a Deposit Request or an Additional Assurance Request or agree to alternative adequate assurance of payment with the Utility or (b) this Court enters an order requiring that additional adequate assurance of payment be provided.

16. Any period of time prescribed or allowed by the Order will be computed in accordance with Bankruptcy Rule 9006.

**Subsequent Modifications of Utility List**

17. Although the Debtors have made a good faith effort to identify all of the Utilities that currently provide Utility Services to the Debtors, it is possible that some Utilities may not be listed on Exhibit B. For any additional Utilities that the Debtors identify, the Debtors will file a Supplemental Notice, and will (a) serve the Supplemental Notice by e-mail or fax (or, where the Debtors do not have the e-mail address or fax number for a Utility, by first-class mail) on all Utilities listed in such Supplemental Notice and (b) post the Supplemental Notice on the Debtors' case information website ([www.PatriotCaseInfo.com](http://www.PatriotCaseInfo.com)). The Debtors request that the Order be binding on all Utilities, regardless of whether or when such Utility was added by Supplemental Notice; *provided, however*, that the Adequate Assurance Deposit Request Deadline shall be extended for any Utility first listed in such Supplemental Notice to the date that is 21 days from the date that such Supplemental Notice is filed.

**Applicable Authority**

18. The relief requested herein will ensure that the Debtors' operations will not be disrupted. If a disruption occurred, the negative impact on the Debtors' business operations and revenue could be severe. Furthermore, the relief requested provides the Utilities with a fair and orderly procedure for addressing requests for additional or different adequate assurance. Without the Adequate Assurance Procedures, the Debtors could be forced to address numerous requests by Utilities in a disorganized manner at a critical period in these chapter 11 cases and during a time when the Debtors' efforts could

be more productively focused on the continuation of the Debtors' operations for the benefit of all parties in interest.

19. Section 366 of the Bankruptcy Code protects a debtor against the immediate termination of utility services after commencing its case. Under that section, a utility company may not, during the first 30 days of a chapter 11 case, alter, refuse, or discontinue services to, or discriminate against, a debtor solely on the basis of the commencement of the case or the failure of the debtor to pay a prepetition debt. 11 U.S.C. § 366.<sup>4</sup> A utility company may, however, alter, refuse or discontinue service following such thirty-day period, if the debtor does not provide "adequate assurance" of payment for post-petition services in a form "satisfactory" to the utility, subject to the Court's review and approval. Pursuant to section 366(c)(3)(B), in determining whether an assurance of payment is adequate, the court may not consider (a) the absence of security before the petition date, (b) the debtor's history of timely payments or (c) the availability of an administrative expense priority.

20. While the Bankruptcy Code provides guidance as to the required nature of adequate protection, the Court retains the discretion to determine the amount of adequate

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<sup>4</sup> Section 366 of the Bankruptcy Code applies to entities that are traditionally viewed as utilities, such as those that provide electricity, telephone service or water, and to any entity that supplies services that cannot be readily obtained or replaced elsewhere, or which constitutes a monopoly with respect to the services that it provides to the debtor. *See, e.g., One Stop Realtour Place, Inc. v. Allegiance Telecom of Pennsylvania, Inc. (In re One Stop Realtour Place, Inc.)*, 268 B.R. 430, 436-37 (Bankr. E.D. Pa. 2001) (provider of telephone service is a utility regardless of whether telephone service may be available from another provider); *In re Coastal Dry Dock & Repair Corp.*, 62 B.R. 879, 883 (Bankr. E.D.N.Y. 1986) (landlord of the Brooklyn Navy Yard "occupies 'a special position with respect to the debtor' in its role as the [debtor's] utility supplier"). Despite the wide latitude afforded in determining those entities that constitute utilities under section 366, some of the companies listed in Exhibit B may also provide goods or services to the Debtors in a capacity other than that of a utility. With respect to any such goods or services, such companies are not entitled to adequate assurance under section 366. Moreover, the Debtors are not foreclosed from taking the position that any of the entities listed on Exhibit B are not utilities within the meaning of section 366.

assurance necessary or to change the fundamental requirement that assurance of payment must simply be adequate. *Compare* 11 U.S.C. § 366(b) (“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) (“On request of a party in interest and after notice and a hearing, the court may order modification of the amount of an assurance payment under paragraph (2) [which is governed by an adequacy standard].”). Courts construing section 366(b) have long recognized that in determining adequate assurance, the Court is not required to give the Utilities the equivalent of a guaranty of payment, but must only determine that the utility is not subject to an unreasonable risk of nonpayment for post-petition services. *See In re New Rochelle Telephone Corp.*, 397 B.R. 633, 639 (Bankr. E.D.N.Y. 2008) (“Adequate assurance, however, is not a guarantee of payment; rather, it is intended to guard against the utility assuming an unreasonable risk of non-payment.”); *accord Long Island Lighting Co. v. Great Atl. & Pac. Tea Co. (In re Great Atl. & Pac. Tea Co.)*, Lead Case 11-CV-1338 (CS), 2011 U.S. Dist. LEXIS 131621, at \*18 (Bankr. S.D.N.Y. Nov. 14, 2011); *S. Cal. Edison Co. v. Crystal Cathedral Ministries (In re Crystal Cathedral Ministries)*, 454 B.R. 124, 131 (Bankr. C.D. Cal. 2011); *Steinebach v. Tucson Electric Power Corp. (In re Steinebach)*, 303 B.R. 634, 641 (Bankr. D. Ariz. 2004); *In re Adelpia Bus. Solutions, Inc.*, 280 B.R. 63, 80 (Bankr. S.D.N.Y. 2002); *In re Caldor*, 199 B.R. 1, 3 (S.D.N.Y. 1996); *In re Santa Clara Circuits West, Inc.*, 27 B.R. 680, 685 (Bankr. D. Utah 1982); *In re George C. Frye Co.*, 7 B.R. 856, 858 (Bankr. D. Me. 1980). Historically, whether a utility is subject to an unreasonable risk of nonpayment must be determined from the facts and circumstances of each case. *See In re*

*Adelphia Bus. Solutions, Inc.*, 280 B.R. at 80; accord *Long Island Lighting Co.*, 2011 U.S. Dist. LEXIS 131621, at \*18; *Mass. Elec. Co. v. Keydata Corp. (In re Keydata Corp.)*, 12 B.R. 156, 158 (Bankr. D. Mass. 1981). While section 366(c) limits the factors a court may consider, determinations of adequate assurance remain within the Court's discretion. Cf. *Long Island Lighting Co.*, 2011 U.S. Dist. LEXIS 131621, at \*20; *Steinebach*, 303 B.R. at 642; *In re Adelphia Bus. Solutions, Inc.*, 280 B.R. at 80; *Marion Steel Co. v. Edison Co. (In re Marion Steel Co.)*, 35 B.R. 188, 195 (Bankr. D. Ohio 1983). The Debtors believe that the Proposed Adequate Assurance is sufficient and reasonable and constitutes adequate assurance of payment under section 366(c) of the Bankruptcy Code.

21. The relief requested in this Motion and the Adequate Assurance Procedures proposed herein are similar to the relief granted in other recent chapter 11 cases filed after the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005, Pub. L. No. 109-8, § 102, 119 Stat. 23, 25 (codified at 15 U.S.C.A. § 301 (2005 & Supp. 2006)) became effective. See, e.g., *In re Pinnacle Airlines Corp.*, Case No. 12-11343 (REG) (Bankr. S.D.N.Y. April 13, 2012) (approving deposit equal to two weeks of utility service, calculated as a historical average over the previous twelve months to any utility provider that (a) requested such a deposit in writing, (b) did not already hold a deposit equal to or greater than two weeks of utility service and (c) was not already paid at least two weeks in advance); *In re AMR Corp.*, Case No. 11-15463 (SHL) (Bankr. S.D.N.Y. Dec. 23, 2011) (same); *In re Star Tribune Holdings Corp.*, Case No. 09-10244 (RDD) (Bankr. S.D.N.Y. Feb. 6, 2009) (same); *In re Lehman Brothers Holding Inc.*, Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. Oct. 16, 2008) (same); *In re Frontier Airlines Holdings, Inc.*, Case No. 08-11298 (RDD) (Bankr. S.D.N.Y. May 2, 2008) (same); *In re*

*Dana Corp.*, Case No. 06-10354 (Bankr. S.D.N.Y. Nov. 20, 2006) (same); *In re Silicon Graphics, Inc.*, Case No. 06-10977 (Bankr. S.D.N.Y. May 25, 2006) (same); *In re Calpine Corp.*, Case No. 05-60200 (Bankr. S.D.N.Y. Jan. 18, 2006) (same); *In re Eastman Kodak Co.*, Case No. 12-10202 (ALG) (Bankr. S.D.N.Y. Feb. 16, 2012) (approving a deposit equal to two weeks of utility service); *In re PLVTZ, Inc.*, Case No. 07-13532 (Bankr. S.D.N.Y. Nov. 9, 2007) (Interim Order) (approving deposit of two weeks of utility service to any provider that (a) requested such a deposit in writing no later than 30 days after the petition date and (b) did not already hold a deposit equal to or greater than two weeks of utility service); *In re Dura Auto. Sys., Inc.*, Case No. 06-11202 (Bankr. Del. Oct. 31, 2006 (Interim Order), Nov. 20, 2006 Final Order)) (approving deposit equal to two weeks of utility service, calculated as a historical average over the previous twelve months to any utility provider that was not already paid in advance for its services); *In re Refco, Inc.*, Case No. 05-60006 (RDD) (Bankr. S.D.N.Y. Dec. 9, 2005) (approving deposit of a sum equal to 50% of the estimated costs of monthly utility consumption).

22. Further, the Court has the power, under section 105(a) of the Bankruptcy Code to “issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title.” 11 U.S.C. § 105(a). The proposed procedures will ensure the Debtors’ continued Utility Services without unduly prejudicing the Utilities.

23. Based on the foregoing, the Debtors submit that the relief requested herein is necessary and in keeping with the spirit and intent of section 366 of the Bankruptcy Code, is not prejudicial to the rights of any Utility, is in the best interests of the Debtors’

estates and creditors and, therefore, that it is appropriate for the Court to grant this Motion.

#### Notice

24. No trustee, examiner or creditors' committee has been appointed in these chapter 11 cases. The Debtors have served notice of this Motion on (a) the Office of the United States Trustee for the Southern District of New York, (b) those creditors holding the five largest secured claims against the Debtors' estates on a consolidated basis, (c) those creditors holding the 50 largest unsecured claims against the Debtors' estates on a consolidated basis, (d) attorneys for the administrative agents for the Debtors' postpetition lenders, (e) the Internal Revenue Service, (f) the Securities and Exchange Commission, (g) the United States Environmental Protection Agency, (h) the United States Attorney's Office for the Southern District of New York and (i) those Utilities listed on Exhibit B to the Motion.

#### Objections

25. An Objection shall be considered timely only if, on or prior to July 20, 2012 at 4:00 p.m. (the "**Objection Deadline**"), it is (a) filed with the Court and (b) served upon and actually received by (i) the U.S. Trustee, 33 Whitehall Street, 21st Floor, New York, New York 10004, Attn: Elisabetta G. Gasparini and Paul K. Schwartzberg, (ii) proposed counsel to the Debtors, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Marshall S. Huebner and Brian M. Resnick, (iii) attorneys for the administrative agents for the Debtors' postpetition lenders, Weil, Gotshal & Manges LLP, 767 fifth Avenue, New York, NY 10153, Attn: Marcia Goldstein and Joseph Smolinsky, and Willkie Farr & Gallagher LLP, 787 Seventh

Avenue, New York, NY 10019, Attn: Margot B. Schonholtz and Ana Alfonso and  
(iv) attorneys for any official committee of unsecured creditors then appointed in these  
cases.

26. Unless otherwise ordered by the Court, a reply to any Objection may be  
filed with the Court and served on or before July 24, 2012 at 12:00 p.m. (prevailing  
Eastern Time). If no Objections are timely filed and served as set forth herein, the  
Debtors request that the relief requested herein may be entered without a hearing. A  
hearing has been scheduled on July 26, 2012 at 2:00 p.m. (prevailing Eastern Time) to  
consider any timely Objections.

**No Previous Request**

27. No previous request for the relief sought herein has been made by the  
Debtors to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court grant the relief  
requested herein and such other and further relief as is just and proper.

Dated: New York, New York  
July 13, 2012

By: /s/ Damian S. Schaible

Marshall S. Huebner

Damian S. Schaible

Brian M. Resnick

Michelle M. McGreal

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*Proposed Counsel to the Debtors  
and Debtors in Possession*

**SCHEDULE 1**  
(Debtor Entities)

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**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

**In re:**

**PATRIOT COAL CORPORATION, *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 12-12900 (SCC)**

**(Jointly Administered)**

**ORDER (i) PROHIBITING UTILITIES FROM ALTERING, REFUSING OR  
DISCONTINUING SERVICE, (ii) DEEMING UTILITY COMPANIES  
ADEQUATELY ASSURED OF FUTURE PERFORMANCE AND  
(iii) ESTABLISHING PROCEDURES FOR DETERMINING REQUESTS FOR  
ADDITIONAL ADEQUATE ASSURANCE**

Upon the motion (the “**Motion**”)<sup>2</sup> of Patriot Coal Corporation and its subsidiaries that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”) for an order (a) determining that the Utilities (as defined below) have “adequate assurance of payment” within the meaning of section 366 of the Bankruptcy Code, (b) approving the Debtors’ proposed offer of adequate assurance and procedures set forth below for resolving requests by Utilities for additional or different assurances beyond those set forth in this Motion, (c) prohibiting the Utilities from altering, refusing, or discontinuing any Utility Services on account of prepetition amounts outstanding or on account of any perceived inadequacy of the Debtors’ proposed adequate assurance and (d) establishing procedures for the Utilities to seek to opt out of the Debtors’ proposed

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<sup>1</sup> The Debtors are the entities listed on Schedule 1 attached to the Motion. 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 such term in the Motion.

adequate assurance procedures; as more fully described in the Motion; and upon consideration of the Declaration of Mark N. Schroeder, Patriot Coal Corporation's Senior Vice President and Chief Information Officer, filed in support of the Debtors' first-day pleadings; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and Standing Order M-61 Referring to Bankruptcy Judges for the Southern District of New York Any and All Proceedings Under Title 11, dated July 10, 1984 (Ward, Acting C.J.) as amended by Standing Order M-431, dated February 1, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b); and due and proper notice of the Motion having been provided to (a) the Office of the United States Trustee for the Southern District of New York, (b) those creditors holding the five largest secured claims against the Debtors' estates on a consolidated basis, (c) those creditors holding the 50 largest unsecured claims against the Debtors' estates on a consolidated basis, (d) attorneys for the administrative agents for the Debtors' postpetition lenders, (e) the Internal Revenue Service, (f) the Securities and Exchange Commission, (g) the United States Environmental Protection Agency, (h) the United States Attorney's Office for the Southern District of New York and (i) those Utilities listed on Exhibit B to the Motion; and it appearing that no other or further notice need be provided; and the relief requested in the Motion being essential to the continued operation of the Debtors' businesses and in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion [and having held a hearing with appearances of parties in interest

noted in the transcript thereof (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

ORDERED that the Debtors are authorized to pay on a timely basis, in accordance with their prepetition practices, all undisputed invoices for utility services (collectively, the “**Utility Services**”) rendered by utilities (as that term is used in section 366 of the Bankruptcy Code, the “**Utilities**”) to the Debtors after the Petition Date; and it is further

ORDERED that the Debtors shall provide a deposit in an amount equal to two weeks of Utility Service (the “**Adequate Assurance Deposit**”) less any deposit then held by such Utility, calculated as a historical average over the past 12 months, to each Utility that requests such a deposit in writing as set forth below; *provided* that such requesting Utility does not already hold a deposit equal to or greater than two weeks of Utility Service; *provided further* that such Utility is not currently paid in advance for its services; and it is further

ORDERED that the Utilities, whether under direct relationship with the Debtors or through the Debtors’ landlords or service agencies, including but not limited to the Utilities identified on Exhibit B to the Motion, as may be supplemented by the Debtors from time to time by the filing of a notice with the Court (a “**Supplemental Notice**” and, together with Exhibit B to the Motion, as may be so supplemented from time to time, the “**Utilities List**”), are prohibited from discontinuing, altering, or refusing service to, or

discriminating against, the Debtors, or requiring additional adequate assurance of payment other than the Adequate Assurance Deposit (and, in conjunction with the Debtors' ability to pay for Utility Services in the ordinary course of business, the **"Proposed Adequate Assurance"**), except in compliance with the following procedures (the **"Adequate Assurance Procedures"**):

(a) Any Utility requesting payment of an Adequate Assurance Deposit must send to (i) the Debtor, Patriot Coal Corporation, 12312 Olive Boulevard, Suite 400; St. Louis, Missouri 63141 Attn: Robert L. Mead, Vice President and Treasurer and (ii) proposed counsel to the Debtors, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York, 10017, Attn: Michelle M. McGreal (together, the **"Request Parties"**) a written request (a **"Deposit Request"**) that names the Utility and includes payment instructions for the Adequate Assurance Deposit, on or before the date that is 21 days from the entry of this Order (the **"Adequate Assurance Deposit Request Deadline"**).

(b) Upon the receipt of a Deposit Request, the Debtors shall provide the requesting Utility with the corresponding Adequate Assurance Deposit; *provided, however*, that such requesting Utility does not already hold a deposit equal to or greater than two weeks of Utility Services; *provided further* that such Utility is not currently paid in advance for its Utility Services. Any Utility that submits a Deposit Request and already holds a deposit of less than two weeks of Utility Service shall receive an amount equal to the difference between the deposit held by such Utility and the Adequate Assurance Deposit. Any Utility that is

currently paid in advance for its Utility Services shall continue to be so paid in the ordinary course of business.

(c) Any Utility desiring additional adequate assurance in the form of a deposit, prepayment or mechanic otherwise different from the Proposed Adequate Assurance must, on or prior to the Adequate Assurance Deposit Deadline, file with the Court and serve on the Request Parties a request (an “**Additional Assurance Request**”), which must be in writing and set forth (i) the amount and form of additional assurance payment requested, (ii) the location for which the Utility Services are provided and the relevant account numbers, (iii) the Debtors’ payment history for the most recent 12 months, (iv) a list of any deposits, prepayments or other security currently held by the Utility on account of the Debtors, (v) a description of any prior material payment delinquency or irregularity and (vi) an explanation of why the Utility believes the Proposed Adequate Assurance is not sufficient adequate assurance of payment. Any request for additional adequate assurance filed before entry of this Order shall be deemed to be an Additional Assurance Request.

(d) The Debtors may, in their discretion, resolve and settle any Additional Assurance Request by mutual agreement with the Utility and without further order of the Court. The Debtors shall not be required to provide a Utility that files an Additional Assurance Request with an Adequate Assurance Deposit until such Additional Assurance Request is resolved.

(e) For any other Utility for which the Debtors are not able to reach a consensual resolution, the Debtors will file a motion (which may address the Additional Assurance Requests of multiple Utilities) and request a hearing before this Court to determine the adequacy of assurance of payment with respect to a particular Utility (the “**Determination Hearing**”) pursuant to section 366(c)(3) of the Bankruptcy Code.

(f) Pending resolution of a Utility’s Additional Assurance Request by the Court, such Utility shall be prohibited from discontinuing, altering, or refusing service to the Debtors.

(g) Any Utility that does not submit a Deposit Request or does not file an Additional Assurance Request shall be deemed to have been provided with adequate assurance of payment as required by section 366 of the Bankruptcy Code and shall be prohibited from discontinuing, altering or refusing to provide Utility Services, including on account of unpaid charges for prepetition Utility Services, during the pendency of these proceedings; and it is further

ORDERED that this Order shall be binding on all Utilities, regardless of whether or when such Utility was added by Supplemental Notice; *provided, however*, that the Adequate Assurance Deposit Request Deadline shall be extended for any Utility first listed in such Supplemental Notice to the date that is 21 days from the date that such Supplemental Notice is filed; and it is further

ORDERED that each Utility shall be deemed to have adequate assurance of payment unless and until (a) the Debtors, in their sole discretion, agree to a Deposit

Request or an Additional Assurance Request or agree to alternative adequate assurance of payment with the Utility or (b) this Court enters an order requiring that additional adequate assurance of payment be provided; and it is further

ORDERED that nothing herein constitutes a finding that any entity is or is not a Utility hereunder or under section 366 of the Bankruptcy Code, whether or not such entity is included in the Utilities List; and it is further

ORDERED that the Debtors shall (a) serve a copy of this Order upon each of the Utilities identified on Exhibit B to the Motion by e-mail or fax or (where the Debtors do not have the e-mail address or fax number for a Utility) by first-class mail and (b) post the Order on the Debtors' case information website (located at [www.PatriotCaseInfo.com](http://www.PatriotCaseInfo.com)); and it is further

ORDERED that the Debtors shall (a) serve a copy of any Supplemental Notice upon each of the Utilities identified in such Supplemental Notice by e-mail or fax or (where the Debtors do not have the e-mail address or fax number for a Utility) by first-class mail and (b) post any Supplemental Notice on the Debtors' case information website (located at [www.PatriotCaseInfo.com](http://www.PatriotCaseInfo.com)); and it is further

ORDERED that the notice procedures set forth in the Motion are good and sufficient notice and satisfy Bankruptcy Rule 9014 by providing the counterparties with a notice and an opportunity to object and be heard at a hearing; and it is further

ORDERED that the terms and conditions of this Order shall be effective and enforceable immediately upon its entry. This Order shall be deemed to be a final order

with respect to any Utility that does not file a timely objection as described herein; and it is further

ORDERED that the Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order; and it is further

ORDERED that to the extent that there may be any inconsistency between the terms of the interim or final order approving the DIP Facility, if and when entered, and this Order, the terms of the interim or final order approving the DIP Facility, as applicable, shall govern; and it is further

ORDERED that this Court retains jurisdiction to hear and determine all matters arising from or related to the implementation and/or interpretation of this Order; and it is further

ORDERED that nothing in this Order or the Motion shall be deemed to constitute the post-petition assumption, reaffirmation or adoption of any agreement pursuant to section 365 of the Bankruptcy Code; and it is further

ORDERED that any period of time prescribed or allowed by this Order shall be computed in accordance with Bankruptcy Rule 9006.

Dated: New York, New York

\_\_\_\_\_, 2012

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THE HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT B**

TYPE OF UTILITY	UTILITY/PROVIDER ADDRESS	ACCOUNT NUMBER(S)	DEBTOR(S)
Energy Provider	ALLEGHENY POWER 800 CABIN HILL DRIVE GREENSBURG, PA 15601-0001	34022915942711 37820888000051 33022920934212	Eastern Associated Coal, LLC Eastern Associated Coal, LLC Martinka Coal Company, LLC
Energy Provider	AMEREN UE PO BOX 66893 ST. LOUIS, MO 63166-6893	7692007359	Patriot Coal Corporation Will Scarlet Properties LLC
Energy Provider	AMERICAN ELECTRIC POWER APPALACHIAN POWER PO BOX 24413 CANTON, OH 44701-4413	2601880822 2235383508 2029159601 2170819318 2428650218	Appalachia Mine Services, LLC Hobet Mining, LLC Hobet Mining, LLC Midland Trail Energy LLC Patriot Coal Company, L.P.
Energy Provider	AMERICAN ELECTRIC POWER APPALACHIAN POWER PO BOX 24415 CANTON, OH 44701-4415	2126055710 2189287705 2316502703 2823225301 2376887705 2836001426 2554414603 2940746213	Hobet Mining, LLC Hobet Mining, LLC Hobet Mining, LLC Hobet Mining, LLC Kanawha Eagle Coal, LLC Little Creek LLC Midland Trail Energy LLC Patriot Coal <i>et. al</i>
Energy Provider	AMERICAN ELECTRIC POWER PO BOX 24404 CANTON, OH 44701-4404	7589156475	Heritage Coal Company LLC
Telephone	AQUIS COMMUNICATIONS FORMERLY UNITY COMMUNICATIONS PO BOX 64010 BALTIMORE, MD 21264-4010	73019105	Kanawha Eagle Coal, LLC Patriot Coal Services LLC Pine Ridge Coal Company, LLC
Telephone	AT&T PO BOX 105068 ATLANTA, GA 30348-5068	0207609743001 0304246295001 3043695417402	Catenary Coal Company, LLC Catenary Coal Company, LLC Hobet Mining LLC

TYPE OF UTILITY	UTILITY/PROVIDER ADDRESS	ACCOUNT NUMBER(S)	DEBTOR(S)
Telephone	AT&T PO BOX 105262 ATLANTA, GA 30348-5262	27033398000010486 27054628990010481 27054631040030482 27054678901620489 27083165840010488 27038923163910488 27038923323900484 270M4838308300488 27082760010010489	Dodge Hill Mining Company LLC Grand Eagle Mining, LLC Grand Eagle Mining, LLC Grand Eagle Mining, LLC Grand Eagle Mining, LLC Highland Mining Company, LLC Highland Mining Company, LLC Patriot Coal Company, L.P. Patriot Coal Services LLC
Telephone	AT&T PO BOX 105503 ATLANTA, GA 30348-5503	270M3290961470488 2703891009001486	Patriot Coal Corporation Patriot Coal Corporation
Telephone	AT&T PO BOX 5001 CAROL STREAM, IL 60197-5001	31427536005679	Patriot Coal Services LLC
Telephone	AT&T PO BOX 5019 CAROL STREAM, IL 60197	1717919037875 80026464893	Patriot Coal Corporation Patriot Coal Corporation
Telephone	AT&T PO BOX 5091 CAROL STREAM, IL 60197-5092	EVPCNC NBFPC	Patriot Coal Corporation Patriot Coal Corporation
Telephone	AT&T PO BOX 8100 AURORA, IL 60507-8100	74045024201889	Eastern Associated Coal, LLC
Telephone	AT&T MOBILITY PO BOX 6463 CAROL STREAM, IL 60197-6463	822356465 838370911 287246454750 836833111 836838321 836838832 287234702436 287234711598 823259710 821657014	Dodge Hill Mining Company, LLC Kanawha Eagle Coal, LLC Kanawha Eagle Coal, LLC Patriot Coal <i>et. al</i> Patriot Coal Corporation Patriot Coal Company, L.P. Patriot Coal Company, L.P. Patriot Coal Company, L.P. Patriot Coal Company, L.P.

<b>TYPE OF UTILITY</b>	<b>UTILITY/PROVIDER ADDRESS</b>	<b>ACCOUNT NUMBER(S)</b>	<b>DEBTOR(S)</b>
Telephone	AT&T TELECONFERENCE SERVICES PO BOX 2840 OMAHA, NE 68103-2840	9443460100001	Patriot Coal Corporation
Telephone	AVAYA INC PO BOX 93000 CHICAGO, IL 60673-0001	7536635023001	Hobet Mining, LLC
Water/Sewage	BUFFALO CREEK PSD PO BOX 209 AMHERSTDALE, WV 25607	100583 100584	Apogee Coal Company, LLC Apogee Coal Company, LLC
Water/Sewage	CITY OF MORGANFIELD PO BOX 420 MORGANFIELD, KY 42437	001069050001 001099000001	Heritage Coal Company LLC Heritage Coal Company LLC
Water/Sewage	CITY OF UNIONTOWN PO BOX 548 UNIONTOWN, KY 42461	1010024 2074011	Heritage Coal Company LLC Heritage Coal Company LLC
Internet/Technology	CITYNET, LLC PO BOX 873 BRIDGEPORT, WV 26330-4688	120239	Kanawha Eagle Coal, LLC
Energy Provider	CLAY-BATTELLE PUBLIC SERVICE PO BOX 4678 MORGANTOWN, WV 26504-4678	757 1061	Eastern Associated Coal, LLC Eastern Associated Coal, LLC
Telephone	COMPLETE DEZIGN PO BOX 2055 CHARLESTON, WV 25327	Unknown	Patriot Coal Corporation
Cable/Satellite	DISH NETWORK PO BOX 105169 ATLANTA, GA 30348-5169	8255707081255171	Patriot Coal Corporation
Energy Provider	DOMINION HOPE PO BOX 26783 RICHMOND, VA 23261-6783	6100000026027 9100000050510 3100000062485	Eastern Associated Coal, LLC Martinka Coal Company, LLC Pine Ridge Coal Company, LLC
Energy Provider	DOMINION HOPE PO BOX 26828 RICHMOND, VA 23261-6783	52839	Eastern Associated Coal, LLC

TYPE OF UTILITY	UTILITY/PROVIDER ADDRESS	ACCOUNT NUMBER(S)	DEBTOR(S)
Internet/Technology	FIBERLINK COMMUNICATIONS CORP PO BOX 123012 DALLAS, TX 75312-3012	1003194	Patriot Coal Corporation
Telephone	FRONTIER A CITIZENS COMMUNICATIONS CO PO BOX 20550 ROCHESTER, NY 14602-0550	30424766810420074 30494912240206124 30418934471001924 30418939441208884 30492513340118074 30418915130317934 30418925630609034 30444912740420074 30492561051026114 61826931860101655 30418911240601704 30452494221122114 30418903830723974 30483739500416084 30459564630601104 30459564710601104 30483777001118114 30483772480711114 30483784810320084 30483739360420074 30459519461027064 30459540610418014	Appalachia Mine Services, LLC Appalachia Mine Services, LLC Catenary Coal Company, LLC Catenary Coal Company, LLC Catenary Coal Company, LLC Eastern Associated Coal, LLC Heritage Coal Company LLC Hobet Mining, LLC Hobet Mining, LLC Jupiter Holdings LLC Kanawha Eagle Coal, LLC Little Creek LLC Little Creek LLC Newtown Energy, Inc. Patriot Coal Corporation Patriot Coal Corporation Pine Ridge Coal Company, LLC Speed Mining LLC/Panther LLC Speed Mining LLC/Panther LLC
Telephone	FRONTIER PO BOX 20567 ROCHESTER, NY 14602-0567	10921804	Winifrede Dock Limited Liability Company
Telephone	FRONTIER PO BOX 2951 PHOENIX, AZ 85062-2951	125819275807448604	Heritage Coal Company LLC

TYPE OF UTILITY	UTILITY/PROVIDER ADDRESS	ACCOUNT NUMBER(S)	DEBTOR(S)
Water/Sewage	HENDERSON COUNTY WATER DISTRICT PO BOX 655 HENDERSON, KY 42419	0506000001 0511130001 0511690002 0815850001 0816350001 0838620001 0816300001 0816400001	Grand Eagle Mining, LLC Grand Eagle Mining, LLC Grand Eagle Mining, LLC Grand Eagle Mining, LLC Ohio County Coal Company, LLC Ohio County Coal Company, LLC Ohio County Coal Company, LLC Patriot Coal Company, L.P.
Energy Provider	KENERGY CORP. PO BOX 1389 OWENSBORO, KY 42302	740776002012 741328002013 12 741067014005 741067028021 741067030035 741067031033 741077054033 741078052002 741087002006 741087014019 741087041038 741087042028 741087043000 741088047000 741097020030 741614033003 741618008019 741625031004	Heritage Coal Company LLC Heritage Coal Company LLC Patriot Coal Company, L.P. Patriot Coal Company, L.P.
Energy Provider	KENTUCKY UTILITIES CO PO BOX 9001954 LOUISVILLE, KY 40290-9013	300019011133 300003949793 300001635535 300002508301 300002928558 300005042589 300005536994	Dodge Hill Mining Company, LLC Dodge Hill Mining Company, LLC Heritage Coal Company LLC Heritage Coal Company LLC Heritage Coal Company LLC Heritage Coal Company LLC Highland Mining Company, LLC

TYPE OF UTILITY	UTILITY/PROVIDER ADDRESS	ACCOUNT NUMBER(S)	DEBTOR(S)
Telephone	LUMOS NETWORKS INC FKA NTELOS NETWORKS PO BOX 11171 CHARLESTON, WV 25339-1171	169102112	Patriot Coal
Telephone	LUMOS NETWORKS INC PO BOX 580062 CHARLOTTE, NC 28258-0062	170991982 170992253 170912144 170934636 170947649 170977637 170991443 170909992 170948459 171034124 170868986 170838858 170868986 171049695 171042151 170904524 171028345 171021693 170912152 170906993 170912136	Apogee Coal Company, LLC Apogee Coal Company, LLC Apogee Coal Company, LLC Catenary Coal Company, LLC Coyote Coal Company LLC/Winchester LLC Coyote Coal Company, LLC Dakota LLC Hobet Mining, LLC Hobet Mining, LLC Jarrell's Branch Coal Company Kanawha Eagle Coal, LLC Kanawha Eagle Coal, LLC Kanawha Eagle Coal, LLC Kanawha Eagle Coal, LLC Little Creek LLC Magnum Coal Martinka Coal Company, LLC Midland Trail Energy, LLC Midland Trail Energy LLC Patriot Coal Company, L.P. <i>et. al</i> Patriot Coal



<b>TYPE OF UTILITY</b>	<b>UTILITY/PROVIDER ADDRESS</b>	<b>ACCOUNT NUMBER(S)</b>	<b>DEBTOR(S)</b>
Energy Provider	SOUTHEASTERN ILLINOIS ELECTRIC COOPERATIVE, INC. PO BOX 371 ELDORADO, IL 62930-0371	1052490	Heritage Coal Company LLC
Internet/Technology	SUDDENLINK PO BOX 660365 DALLAS, TX 75266-0365	100001-2020-706658201 100001-2020-715069601 10001-2020-715348301 100001-2020-706768401 100001-2020-706769201	Kanawha Eagle Coal, LLC Kanawha Eagle Coal, LLC Kanawha Eagle Coal, LLC Patriot Coal Services LLC Patriot Coal Services LLC
Internet/Technology	TANGOE INC ATTN: ACCOUNTS RECEIVABLE PO BOX 731352 DALLAS, TX 75373-1352	PATR001	Patriot Coal Corporation
Telephone	TIME WARNER CABLE PO BOX 0916 CAROL STREAM, IL 60132-0916	102024728294011001	Patriot Coal Corporation
Water/Sewage	UNION COUNTY WATER DISTRICT PO BOX 146 MORGANFIELD, KY 42437	37600000 5810000 15100001 18101000	Dodge Hill Mining Company, LLC Dodge Hill Mining Company, LLC Highland Mining Company, LLC Highland Mining Company, LLC
Telephone	US CELLULAR PO BOX 371345 PITTSBURGH, PA 15250-7345	156783386	Eastern Associated Coal, LLC
Water/Sewage	VALLEY FALLS PUBLIC SERVICE DIST PO BOX 477 FAIRMONT, WV 26555	0226 0653	Martinka Coal Company, LLC Martinka Coal Company, LLC
Telephone	VERIZON PO BOX 15026 ALBANY, NY 12212-5026	724925790074614Y 814749847355540Y	Eastern Associated Coal, LLC Eastern Associated Coal, LLC
Telephone	VERIZON PO BOX 25505 LEHIGH VALLEY, PA 18002-5505	38306678100001 48301093500001	Kanawha Eagle Coal, LLC Patriot Coal <i>et. al</i>



TYPE OF UTILITY	UTILITY/PROVIDER ADDRESS	ACCOUNT NUMBER(S)	DEBTOR(S)
Telephone	WEST SIDE TELECOMMUNICATIONS 1451 FAIRMONT RD MORGANTOWN, WV 26501-9729	0005989 0007489	Eastern Associated Coal, LLC, LLC Eastern Associated Coal, LLC, LLC
Water/Sewage	WEST VIRGINIA AMERICAN WATER CO PO BOX 371880 PITTSBURGH, PA 15250-7880	2803551262 2803398094 2803100383 2803102934 2803830252 2805644610 2805731714 2805915317 2805915325 2805915416 2805915432 2805915457 2806886327 2807533357 2807752098 2806801888 2804076798 2804264980 2804265037 2804466528 28042664980 2804354419 2806219503 2800718369	Catenary Coal Company, LLC Catenary Coal Company, LLC Eastern Associated Coal, LLC Kanawha Eagle Coal, LLC Little Creek LLC Pine Ridge Coal Company, LLC Winifrede Dock Limited Liability Company
Telephone	WINDSTREAM PO BOX 9001908 LOUISVILLE, KY 40290-1908	160062866 160062867 160192794 160192883	Heritage Coal Company LLC Heritage Coal Company LLC Heritage Coal Company LLC Heritage Coal Company LLC

TYPE OF UTLITY	UTILITY/PROVIDER ADDRESS	ACCOUNT NUMBER(S)	DEBTOR(S)
Water/Sewage	WEST VIRGINIA AMERICAN WATER CO PO BOX 371880 PITTSBURGH, PA 15250-7880	2803551262 2803398094 2803100383 2803102934 2803830252 2805644610 2805731714 2805915317 2805915325 2805915416 2805915432 2805915457 2806886327 2807533357 2807752098 2806801888 2804076798 2804264980 2804265037 2804466528 28042664980 2804354419 2806219503 2800718369	Catenary Coal Company, LLC Catenary Coal Company, LLC Eastern Associated Coal, LLC Kanawha Eagle Coal, LLC Little Creek LLC Pine Ridge Coal Company, LLC Winifrede Dock Limited Liability Company