

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

In re:

PATRIOT COAL CORPORATION, *et al.*,

Debtors.¹

Chapter 11

Case No. 12-12900 (SCC)

(Jointly Administered)

**APPLICATION OF THE DEBTORS FOR AUTHORITY TO
EMPLOY AND RETAIN CURTIS, MALLET-PREVOST, COLT & MOSLE LLP
AS CONFLICTS COUNSEL FOR THE DEBTORS
NUNC PRO TUNC TO THE PETITION DATE**

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

Relief Requested

1. By this application (the “**Application**”), the Debtors seek an order in the form attached hereto as **Exhibit A** (the “**Order**”) authorizing the Debtors, pursuant to section 327(a) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), to retain and employ Curtis, Mallet-Prevost, Colt & Mosle LLP (“**Curtis**”), *nunc pro tunc* to the Petition Date (as defined below), as conflicts counsel for the Debtors. The Debtors request that the Court approve the employment of Curtis under the terms and conditions set forth in this Application, as more fully described in the Declaration of Steven J. Reisman, a member of Curtis, annexed hereto as **Exhibit B** (the “**Reisman Declaration**”).

¹ The Debtors are the entities listed in 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.

Background And Jurisdiction

2. On July 9, 2012 (the “**Petition Date**”), each Debtor commenced with this Court a voluntary case under chapter 11 of 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.

3. 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 [ECF No. 4], which is incorporated herein by reference.

4. 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.

Discussion

5. Contemporaneously with the Application, the Debtors are filing an application to retain and employ Davis Polk & Wardwell LLP (“**Davis Polk**”) as their lead attorneys in the chapter 11 cases. Davis Polk, as discussed herein, is or may become aware of certain conflicts of interest. Accordingly, the Debtors seek to employ and retain Curtis to handle matters that are not appropriately handled by Davis Polk or other counsel to the Debtors because of actual or potential conflict of interest issues and other matters that the Debtors, Davis Polk, or other counsel to the Debtors request be handled by Curtis.

6. The Debtors have been informed that Steven J. Reisman and Michael A. Cohen, members of Curtis, as well as other members of, counsel to, and associates of Curtis who will be employed in the chapter 11 cases, are members in good standing of the Bar of the

State of New York and the United States District Court for the Southern District of New York, among other courts.

7. The Debtors have selected Curtis as conflicts counsel because the retention of Curtis will enhance the ability of Davis Polk to represent the Debtors generally and will assist them in efficiently carrying out their duties in the chapter 11 cases. The Debtors believe that rather than resulting in any extra expense to the Debtors' estates, the retention of Curtis as conflicts counsel will promote the effective and economical representation of the Debtors in the chapter 11 cases. Davis Polk and Curtis will coordinate their efforts and function cohesively to ensure that the legal services provided to the Debtors by each firm are not duplicative. Pursuant to sections 327(a), 329, and 330 of the Bankruptcy Code, the Debtors request that this Court approve the retention of Curtis as their conflicts counsel to perform legal services that will be necessary during these cases in accordance with Curtis' normal hourly rates and policies in effect when Curtis renders such services or incurs related expenses.

8. Curtis has been involved in other significant chapter 11 cases where it served as conflicts counsel in this District. Curtis expects that the Debtors or their counsel will promptly inform Curtis of any matter in which there is involvement of another client of the relevant counsel's firm, even if the Debtors' counsel would not be directly adverse to that client. It is anticipated that as soon as Curtis is notified of a transaction, motion or litigation affecting a client of Davis Polk, or such other counsel to the Debtors where such counsel is adverse to their client and an appropriate waiver is not in place with such client, Curtis would be responsible for advising the Debtors on such transaction, motion or litigation as it affects such other counsel's client. This best serves the Debtors' fiduciary obligation to all creditors.

For those matters in which the Debtors' other counsel are clearly adverse to any client of such other counsel and an appropriate waiver is not in place with such client, Curtis will be responsible for advising the Debtors.

9. In preparing for its representation of the Debtors in the chapter 11 cases, Curtis has become familiar with the Debtors' business and many of the potential legal issues that may arise in the context of the chapter 11 cases. The Debtors believe that Curtis is both well qualified and uniquely able to represent them in the chapter 11 cases in an efficient and timely manner.

10. The employment of Curtis is appropriate and necessary to enable the Debtors to faithfully execute their duties in the chapter 11 cases and to implement the restructuring and/or reorganization of the Debtors.

Scope Of Services

11. Subject to this Court's approval, Curtis will render professional services to the Debtors for certain discrete matters, which may include, but are not limited to, the following services, in connection with matters where Davis Polk or other counsel for the Debtors may not be able to act as a result of an actual or potential conflict of interest:

- (a) prepare and file on behalf of the Debtors, as debtors in possession, all necessary or appropriate motions, applications, answers, orders, reports and other papers in connection with the administration of the Debtors' estates;
- (b) counsel the Debtors with regard to their rights and obligations as debtors in possession, and their powers and duties in the continued management and operations of their businesses and properties;
- (c) provide advice, representation and preparation of necessary documentation and pleadings and take all necessary or appropriate actions in connection with debt restructuring, statutory bankruptcy issues, postpetition financing, securities laws, real estate, employee benefits, environmental, business and commercial litigation, corporate and tax matters and, as applicable, asset dispositions;

(d) take all necessary or appropriate actions to protect and preserve the Debtors' estates, including the prosecution of actions on the Debtors' behalf, the defense of any actions commenced against the Debtors, the negotiation of disputes in which the Debtors are involved, and the preparation of objections to claims filed against the Debtors' estates;

(e) take all necessary or appropriate actions in connection with any chapter 11 plan, all related disclosure statements and all related documents, and such further actions as may be required in connection with the administration of the Debtors' estates; and

(f) act as conflicts counsel for the Debtors and perform all other necessary or appropriate legal services in connection with these chapter 11 cases.

12. Should the Debtors prior to confirmation of a plan of reorganization seek to expand the role of Curtis beyond conflicts matters (for example, matters where the Debtors, Davis Polk, or other counsel to the Debtors may determine that the use of Curtis is more cost effective to the Debtors' estates or where the Debtors, Davis Polk or other counsel to the Debtors otherwise specifically ask Curtis to act), Curtis will file with this Court a notice of expanded role, including a description of such expanded services, and serve such notice and description, on (a) the Office of the United States Trustee for the Southern District of New York (the "**U.S. Trustee**") and (b) any official Committee(s) appointed in these chapter 11 cases. All parties shall have seven (7) days from the date of such notice to object to such expanded role.

13. The Debtors seek to retain Curtis as their conflicts counsel because Curtis has extensive expertise, experience, and knowledge in the field of debtors' and creditors' rights and business reorganization under chapter 11 of the Bankruptcy Code as well as other areas of the law in which the Debtors may need legal advice. Curtis also possesses extensive experience in practicing before this Court and other bankruptcy courts throughout the United States.

14. Curtis has been actively involved in major bankruptcy cases throughout the United States, including some of the largest cases before this Court. For example, Curtis has been involved as conflicts/special counsel in *In re Hawker Beechcraft, Inc.*, Case No. 12-11873 (SMB) (Bankr. S.D.N.Y. May 30, 2012); *In re General Maritime Corp.*, Case No. 11-15285 (MG) (Bankr. S.D.N.Y. Dec. 12, 2011); *In re Sbarro, Inc.*, Case No. 11-11527 (SCC) (Bankr. S.D.N.Y. May 3, 2011); *In re FGIC Corp.*, Case No. 10-14215 (SMB) (Bankr. S.D.N.Y. Oct. 19, 2010); *In re The Reader's Digest Association, Inc.*, Case No. 09-23529 (RDD) (Bankr. S.D.N.Y. Sept. 17, 2009); *In re Lear Corp.*, Case No. 09-14326 (ALG) (Bankr. S.D.N.Y. July 31, 2009); *In re Charter Communications, Inc.*, Case No. 09-11435 (JMP) (Bankr. S.D.N.Y. Apr. 15, 2009); *In re Star Tribune Holdings Corp.*, Case No. 09-10244 (RDD) (Bankr. S.D.N.Y. Feb. 6, 2009); *In re Bally Total Fitness of Greater NY, Inc.*, Case No. 08-14818 (BRL) (Bankr. S.D.N.Y. Dec. 22, 2008); *In re Lehman Bros. Holdings, Inc.*, Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. Nov. 21, 2008); *In re Silicon Graphics, Inc.*, Case No. 06-10977 (BRL) (Bankr. S.D.N.Y. May 31, 2006); *In re Musicland Holding Corp.*, Case No. 06-10064 (SMB) (Bankr. S.D.N.Y. Feb. 21, 2006); *In re Calpine Corp.*, Case No. 05-60200 (BRL) (Bankr. S.D.N.Y. Jan. 25, 2006); and *In re Northwest Airlines Corp.*, Case No. 05-17930 (ALG) (Bankr. S.D.N.Y. Oct. 19, 2005).²

15. Subject to the terms of the Application and the Reisman Declaration, Curtis will represent the Debtors in matters with respect to which the Debtors' other counsel are precluded from representing the Debtors due to unwaived conflicts. At present, the Debtors are seeking to reject various agreements and equipment leases with two counterparties – RBS

² Because of the voluminous nature of the orders cited herein, they are not attached to the Application. Copies of these orders are available upon request of Curtis.

Asset Finance, Inc. and Dayton Power & Light Company. Curtis is representing the Debtors with respect to this motion.

Compensation

16. The Debtors understand that Curtis intends to apply for compensation for professional services rendered in connection with the chapter 11 cases, subject to this Court's approval and in compliance with applicable provisions of the Bankruptcy Code, Bankruptcy Rules, the Local Bankruptcy Rules for the Southern District of New York (the "**Local Bankruptcy Rules**"), the guidelines established by the Office of the U.S. Trustee (the "**U.S. Trustee Guidelines**"), the Standing Order Establishing Procedures For Monthly Compensation and Reimbursement of Expenses of Professionals [M-412] (Dec. 21, 2010), the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases [M-389] (Nov. 25, 2009), any order entered in the chapter 11 cases establishing procedures for interim monthly compensation and reimbursement of expenses of professionals, and further orders of this Court, on an hourly basis, plus reimbursement of actual, necessary expenses and other charges that Curtis incurs on the Debtors' behalf.

17. Pursuant to the Bankruptcy Code, the Debtors may retain Curtis on any reasonable terms and conditions. The Debtors submit that the most reasonable terms and conditions are those on which Curtis is retained by clients on a regular basis in a competitive market for legal services. Therefore, the Debtors and Curtis have agreed that Curtis shall be paid its reduced hourly rates for services rendered, as set forth below and in the Reisman Declaration, and shall be reimbursed according to Curtis' customary reimbursement policies consistent with the Bankruptcy Code, Bankruptcy Rules, Local Bankruptcy Rules, the U.S. Trustee Guidelines, and such other procedures as may be fixed by order of this Court. Curtis'

hourly rates are based on, among other things, the individual professional's level of expertise and experience.

18. The current standard hourly rates, prior to any discounts, charged by Curtis for each of the above-referenced services to be provided, subject to change from time to time on notice, are \$730 to \$830 for partners, \$510 to \$625 for counsel, \$300 to \$590 for associates, \$190 to \$230 for paraprofessionals, \$450 for managing clerks, and \$55 to \$325 for other support personnel. As an accommodation to the Debtors, Curtis has agreed to apply a 10% discount to its customary hourly rates, which discount will be reflected in Curtis' monthly billing statements.

19. Curtis' hourly rates are subject to periodic adjustments to reflect economic and other conditions. The rates are at a level designed to fairly compensate Curtis for the work of its attorneys, paraprofessionals and other staff and to cover fixed and routine overhead expenses. The hourly rates and corresponding rate structure to be utilized by Curtis in these cases are equivalent to or lower than the hourly rate structure predominantly used by Curtis for bankruptcy, restructuring, insolvency and comparable matters as well as similarly complex corporate, securities, and litigation matters whether in court or otherwise and regardless of whether a fee application is required.

20. The Debtors understand that, in connection with the reimbursement of reasonable and necessary expenses, it is Curtis' policy to charge its clients for certain expenses incurred in connection with the client's account, including travel, lodging, photocopying, postage, vendor charges, delivery service and other expenses incurred in providing professional legal services. Curtis believes that it is more equitable to charge these expenses to the clients incurring such expenses, as opposed to increasing hourly rates and

spreading the expenses among all clients. Curtis will charge the Debtors for these expenses in a manner and at rates consistent with charges made generally to Curtis' other clients but reduced and limited as necessary to comply with the Bankruptcy Code, Bankruptcy Rules, Local Bankruptcy Rules, the Standing Order Establishing Procedures For Monthly Compensation and Reimbursement of Expenses of Professionals [M-412] (Dec. 21, 2010), the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases [M-389] (Nov. 25, 2009), any order entered in the chapter 11 cases establishing procedures for interim monthly compensation and reimbursement of expenses of professionals, the U.S. Trustee Guidelines, and further orders of this Court.

21. Subject to this Court's approval, and in accordance with sections 330(a) and 331 of the Bankruptcy Code, the applicable provisions of the Bankruptcy Rules and the Local Bankruptcy Rules, the Guidelines, and further orders of this Court, Curtis intends to apply to this Court for payment of compensation and reimbursement of expenses. Curtis shall submit with each of its fee applications detailed daily time entries for each individual in one-tenth (.10) of an hour increments explaining the services provided, as well as a categorized summary of all disbursements and expenses for which Curtis is seeking reimbursement.

22. Prior to the Petition Date, Curtis received a retainer as disclosed in the Reisman Declaration for its prepetition and postpetition services rendered and expenses incurred on behalf of the Debtors. The Debtors have agreed that the retainer was earned upon receipt and will be adjusted according to the terms of the engagement letter, a copy of which is attached hereto as **Exhibit 1** to **Exhibit A**. Curtis has offset prepetition fees and expenses incurred during the period of June 28, 2012 through the filing of the Debtors' petitions on July

9, 2012 against the \$250,000 retainer and shall apply the balance of the retainer to postpetition fees and expenses, as permitted by the Bankruptcy Code and further orders of the Court.

23. In the one year period immediately prior to the Petition Date, Curtis received payments aggregating \$250,000 (the amount of the retainer) in connection with its representation of the Debtors. The balance of the retainer remaining will not be held by Curtis, but will be applied against the first billing statement(s) for postpetition fees and expenses approved pursuant to procedures established by the Court for awarding fees and expenses to Curtis.

24. As of the Petition Date, the Debtors do not owe Curtis any amounts for legal services rendered or expenses incurred before the Petition Date. Thus, as of the Petition Date, Curtis was not a creditor of the Debtors.

Curtis' Disinterestedness

25. To the best of the Debtors' knowledge, and except as disclosed in the Reisman Declaration, Curtis does not hold or represent any interests adverse to the Debtors, their creditors, or any other party in interest, or their respective attorneys and accountants. Curtis 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 does not hold or represent an interest adverse to the Debtors' estates. Curtis' employment is necessary and in the best interests of the Debtors and the Debtors' estates. The Debtors have been informed that Curtis will conduct an ongoing review of its files to ensure that no disqualifying circumstances arise and, if any new relevant facts or relationships are discovered, Curtis will supplement its disclosure to this Court, as required by Bankruptcy Rule 2014(a).

Notice

26. Consistent with the procedures described in the Order Establishing Certain Notice, Case Management and Administrative Procedures entered by the Court on July 16, 2012 [ECF No. 84] (the “**Case Management Order**”), the Debtors will serve notice of this Motion on (a) the Core Parties and (b) the Non-ECF Service parties (as those terms are defined in the Case Management Order). All parties who have requested electronic notice of filings in these cases through the Court’s ECF system will automatically receive notice of this motion through the ECF system no later than the day after its filing with the Court. A copy of this motion and any order approving it will also be made available on the Debtors’ Case Information Website (located at www.PatriotCaseInfo.com). In light of the relief requested, the Debtors submit that no further notice is necessary. Pursuant to the Case Management Order, if no objections are timely filed and served in accordance therewith, the relief requested herein may be entered without a hearing.

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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: July 19, 2012
New York, New York

By: /s/ Mark N. Schroeder

Mark N. Schroeder
Senior Vice President and
Chief Financial Officer
Patriot Coal Corporation

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

Proposed Order

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

In re:

PATRIOT COAL CORPORATION, *et al.*,

Debtors.¹

Chapter 11

Case No. 12-12900 (SCC)

(Jointly Administered)

**ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF
CURTIS, MALLET-PREVOST, COLT & MOSLE LLP AS CONFLICTS COUNSEL
FOR THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the application (the “**Application**”)² of Patriot Coal Corporation and its subsidiaries that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”), pursuant to section 327(a) of the Bankruptcy Code and Bankruptcy Rule 2014(a), for authorization to employ and retain Curtis, Mallet-Prevost, Colt & Mosle LLP (“**Curtis**”) as conflicts counsel for the Debtors, pursuant to the terms set forth in the Application; and upon the Declaration of Steven J. Reisman, a member of Curtis, filed in support of the Application, annexed to the Application as **Exhibit B** (the “**Reisman Declaration**”); and the Court being satisfied, based on the representations made in the Application and the Reisman Declaration, that Curtis and its professionals are “disinterested” as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and, as required by section 327(a) and referenced by section 328(c) of the Bankruptcy Code, neither hold nor represent any interest adverse to the Debtors and their estates; and

¹ 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.

² Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to such term in the Application.

upon consideration of the Declaration of Mark N. Schroeder, Patriot Coal Corporation's Senior Vice President and Chief Financial Officer, filed in support of the Debtors' first-day pleadings on July 9, 2012 [ECF No. 4]; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334 and the 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 Application and the requested relief being a core proceeding that the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b); and due and proper notice of the Application having been provided and it appearing that no other or further notice need be provided; and the relief requested in the Application being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Application 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 Application [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 Application is approved, to the extent provided herein, *nunc pro tunc* to the Petition Date; and it is further

ORDERED that the Debtors are hereby authorized pursuant to section 327(a) of the Bankruptcy Code to employ and retain Curtis as their conflicts counsel in the Debtors' chapter 11 cases all as contemplated by the Application and on the terms provided in the Application and the Reisman Declaration; and it is further

ORDERED that Curtis is authorized to render the following professional services in connection with matters where Davis Polk has an actual or potential conflict of interest:

(a) prepare and file on behalf of the Debtors, as debtors in possession, all necessary or appropriate motions, applications, answers, orders, reports and other papers in connection with the administration of the Debtors' estates;

(b) counsel the Debtors with regard to their rights and obligations as debtors in possession, and their powers and duties in the continued management and operations of their businesses and properties;

(c) provide advice, representation and preparation of necessary documentation and pleadings and take all necessary or appropriate actions in connection with debt restructuring, statutory bankruptcy issues, postpetition financing, securities laws, real estate, employee benefits, environmental, business and commercial litigation, corporate and tax matters and, as applicable, asset dispositions;

(d) take all necessary or appropriate actions to protect and preserve the Debtors' estates, including the prosecution of actions on the Debtors' behalf, the defense of any actions commenced against the Debtors, the negotiation of disputes in which the Debtors are involved, and the preparation of objections to claims filed against the Debtors' estates;

(e) take all necessary or appropriate actions in connection with any chapter 11 plan, all related disclosure statements and all related documents, and such further actions as may be required in connection with the administration of the Debtors' estates; and

(f) act as conflicts counsel for the Debtors and perform all other necessary or appropriate legal services in connection with these chapter 11 cases;

and it is further

ORDERED that Curtis shall provide timely disclosures identifying any matters where Davis Polk or the Debtors' other counsel determines that an actual or potential conflict of interest exists, and that such matters should appropriately be handled by Curtis. The timeliness of a disclosure pursuant to the foregoing will be assessed based on the facts and circumstances of each particular matter, including whether disclosure would reveal privileged information or hinder or compromise Curtis' ability to discharge its duties and perform its

responsibilities with respect to representing the Debtors in these chapter 11 cases; and it is further

ORDERED that should the Debtors prior to confirmation of a plan of reorganization seek to expand the role of Curtis beyond conflicts matters (for example matters where the Debtors, Davis Polk, or other counsel to the Debtors may determine that the use of Curtis is more cost effective to the Debtors' estates or where the Debtors, Davis Polk or other counsel to the Debtors otherwise specifically ask Curtis to act), Curtis shall file with this Court a notice of expanded role, including a description of such expanded services, and serve such notice and description, on (a) the U.S. Trustee and (b) any official committee(s) appointed in these chapter 11 cases. All parties shall have seven (7) days from the date of such notice to object to such expanded role; and it is further

ORDERED that Curtis shall be compensated for its services and reimbursed for any reasonable and necessary expenses and disbursements in accordance with the rates (as adjusted from time to time) and disbursement policies as set forth in the Application, the Reisman Declaration and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Standing Order Establishing Procedures For Monthly Compensation and Reimbursement of Expenses of Professionals [M-412] (Dec. 21, 2010), the Amended Guidelines for Fees and Disbursements for Professionals in Southern District of New York Bankruptcy Cases [M-389] (Nov. 25, 2009), any order entered in the chapter 11 cases establishing procedures for interim monthly compensation and reimbursement of expenses of professionals, and the U.S. Trustee Guidelines (collectively, the "**Fee Guidelines**") and any applicable orders of this Court; and it is further

ORDERED that Curtis shall apply any amounts of its prepetition retainer remaining, after applying such retainer to any remaining, unpaid prepetition amounts, as a credit toward postpetition fees and expenses, after such postpetition fees and expenses are approved pursuant to the first order of the Court awarding fees and expenses to Curtis; and it is further

ORDERED that Curtis shall file fee applications for interim and final allowance of compensation and reimbursement of expenses pursuant to the Fee Guidelines; and it is further

ORDERED that prior to any increase in Curtis' rates, as set forth in the Application and the Reisman Declaration, Curtis shall file a supplemental affidavit with the Court and provide ten (10) business days' notice to the Debtors, the U.S. Trustee and any official committee appointed in these chapter 11 cases. The supplemental affidavit shall explain the basis for the requested increase in accordance with section 330(a)(3)(F) of the Bankruptcy Code and state whether the Debtors have consented to the rate increase. The U.S. Trustee retains all rights to object to any rate increase on all grounds, including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code, and the Court retains all right to review any rate increase pursuant to section 330 of the Bankruptcy Code; and it is further

ORDERED that Curtis shall use its best efforts to avoid any inappropriate duplication of services provided by any of the Debtors' other retained professionals in these chapter 11 cases; and it is further

ORDERED that the relief granted herein shall be binding upon any chapter 11 trustee appointed in any of these chapter 11 cases, or upon any chapter 7 trustee appointed in the event of a subsequent conversion of any of these chapter 11 cases to cases under chapter 7; and it is further

ORDERED that Curtis shall not withdraw as the Debtors' conflicts counsel prior to the effective date of any chapter 11 plan confirmed in these chapter 11 cases without prior approval of this Court in accordance with Local Bankruptcy Rule 2090-1(e); and it is further

ORDERED that to the extent that there may be any inconsistency between the terms of the Application or the Reisman Declaration and this Order, the terms of this Order shall govern; 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 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 this Order shall be immediately effective and enforceable upon its entry; 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.

Dated: _____, 2012
New York, New York

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Engagement Letter

CURTIS, MALLET-PREVOST, COLT & MOSLE LLP

ALMATY
ASHGABAT
ASTANA
BUENOS AIRES
DUBAI
FRANKFURT
HOUSTON
ISTANBUL

KUWAIT CITY
LONDON
MEXICO CITY
MILAN
MUSCAT
PARIS
WASHINGTON, D.C.

ATTORNEYS AND COUNSELLORS AT LAW
101 PARK AVENUE
NEW YORK, NEW YORK 10178-0061

TELEPHONE 212-696-6000
FACSIMILE 212-697-1559
WWW.CURTIS.COM

WRITER'S DIRECT:
TEL.: 212-696-6065
E-MAIL SREISMAN@CURTIS.COM

June 28, 2012

VIA EMAIL: jbean@patriotcoal.com

Patriot Coal Corporation
12312 Olive Boulevard
St. Louis, MO 63141
Attention: Joseph W. Bean, Esq.

Re: Engagement Agreement

Dear Mr. Bean:

We are pleased that Patriot Coal Corporation, and its subsidiaries (collectively, the "Client") have requested Curtis, Mallet-Prevost, Colt & Mosle LLP (the "Firm") to act as conflicts counsel in connection with the Client's restructuring and, to the extent necessary, any related Chapter 11 case or cases concerning the Client (collectively, the "Chapter 11 Cases") in the United States Bankruptcy Court (the "Bankruptcy Court").

This engagement letter confirms the Firm's understanding concerning the Client's engagement of this Firm and the basis upon which the Firm will represent the Client in its restructuring, in the Chapter 11 Cases and such other matters as are assigned to the Firm in the future and that the Firm agrees to undertake (the "Engagement"). This engagement letter sets forth the terms of the Firm's arrangements for all matters (whether pending or prospective), including staffing, fees and waivers, the scope of its engagement, the basis on which the Firm will present its bills for fees, services, related charges and disbursements, and certain limitations on the Firm's services arising from potential conflicts of interests. As usual, our Engagement is to represent the Client and not its individual directors, officers, employees or shareholders. However, the Firm anticipates that in the course of that Engagement, it may provide information or advice to directors, officers or employees in their corporate capacities or as otherwise consented to by the Firm including as described below.

I will be the principal member of the Firm who will be responsible for representing the Client in the Engagement. I will be assisted by my partner, Michael Cohen, and such other partner(s), associate(s) and other members of the Firm as appropriate.

We understand that the Client has retained Davis Polk & Wardwell LLP ("Davis Polk") as its lead restructuring counsel. The Firm will represent the Client as conflicts counsel in its efforts to work out its present financial circumstances, which may include restructuring its financial affairs and capital structure and providing legal advice to the Client with respect to proposals from one or more third-party investors or potential purchasers. The services to be provided by the Firm in connection with this Engagement will encompass all services normally and reasonably associated with this type of engagement which the Firm is requested and is able to provide and which are consistent with its ethical obligations.

As legal counsel, the Firm is not in a position to, and the Client has not retained the Firm to, provide financial advice. With respect to this Engagement, we will closely coordinate with the Client and Davis Polk as to the nature of the services to be rendered by the Firm and the scope of its Engagement.

This Engagement may involve advice as to corporate transactions and corporate governance, negotiations, out-of-court agreements with creditors, equity holders, prospective acquirers and investors, review of documents, preparation of agreements, review and preparation of pleadings, court appearances and such other activities that are deemed necessary and desirable. While the Client is pursuing diverse corporate strategies to address its current financial concerns, the Firm agrees that this Engagement also will include advice to, and representation of, the Client as debtors and debtors-in-possession, should the Client seek relief pursuant to the provisions of the Bankruptcy Code, subject to approval of the Firm's retention by the Bankruptcy Court.

If the Client determines that the filing of reorganization case(s) under Chapter 11 of the Bankruptcy Code is appropriate, the Firm, in conjunction with Davis Polk, will prepare for the filing of the Chapter 11 petition, including to the extent necessary, review and preparation of the applicable documents. During the Chapter 11 Cases and subject to the Firm's ethical obligations discussed below, the Firm, in conjunction with Davis Polk, will advise and consult on the conduct of the cases, including all of the legal and administrative requirements of operating in Chapter 11; prepare such administrative and procedural applications as may be required for the sound conduct of the Chapter 11 Cases; consult with the Client and Davis Polk concerning and participate in the formulation, negotiation, preparation and filing of a plan or plans of reorganization or liquidation and disclosure statement or statements to accompany the plan or plans; review and object to claims; analyze, recommend, prepare and bring any causes of action created under the Bankruptcy Code; take all steps necessary and appropriate to bring the Chapter 11 Cases to a conclusion; and perform the full range of services normally associated with matters such as this which the Firm is in a position to provide. Specifically, the Firm, as conflicts counsel, will perform services on the matters which Davis Polk cannot handle as a result of an actual or potential conflict of interest and other discrete duties as are assigned by Davis Polk to the Firm. Subject to ethical constraints regarding conflicts of interest, and such

Bankruptcy Court approvals as may be necessary, the Firm believes that it will be available to represent the Client in any litigation which may arise in the Chapter 11 Cases. In order to avoid duplication of effort, the Firm will work closely with both Davis Polk and the Client to arrive at an appropriate division of labor with respect to the legal tasks involved with particular attentiveness to efficiency and cost savings. In addition, the Client and the Firm understand that the United States Trustee retains all rights to object to the Firm's fee applications (including expense reimbursement) in connection with the Chapter 11 Cases on all grounds, including, but not limited to, the reasonableness standard provided for in Section 330 of the Bankruptcy Code.

The Client and the Firm understand that to the extent this engagement letter is inconsistent with the terms of any order entered by the Bankruptcy Court in any Chapter 11 Cases regarding the Client's retention of the Firm for the Engagement, the terms of such order shall govern.

The enclosed Terms of Engagement contain the Firm's practices and policies on fees, billing, collection, conflicts and other material terms of our Engagement. Although it is not the Firm's intention to be unduly formal in its dealings with the Client, the rules covering the Firm's professional obligations require that the Firm establish a common understanding as to the terms and conditions of its engagement. Please let me know if you have any questions concerning these matters.

If the contents of this letter and the attached Terms of Engagement meet with your approval and accurately reflect your understanding of your agreement with the Firm, please sign one copy of this agreement and return it to my attention by fax at (212) 697-1559 or by e-mail in PDF format at sreisman@curtis.com with an original signature to follow by mail. By signing on behalf of the Client in the space provided below, you hereby represent that you are duly authorized to enter into this engagement agreement on behalf of the Client.

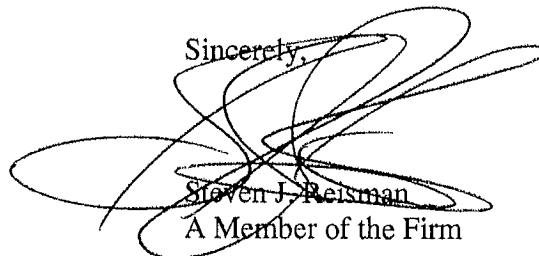
CURTIS, MALLET-PREVOST, COLT & MOSLE LLP
ATTORNEYS AND COUNSELLORS AT LAW

Page 4

Joseph W. Bean, Esq.
June 28, 2012

We look forward to working with you on this matter.

Sincerely,



Steven J. Reisman
A Member of the Firm

Attachment

AGREED AND ACKNOWLEDGED
this 28th day of June 2012:

Patriot Coal Corporation and its subsidiaries

By:  _____

Name: Joseph W. Bean, Esq.

Title: Senior Vice President, General Counsel and Assistant Secretary

CURTIS, MALLET-PREVOST, COLT & MOSLE LLP

TERMS OF ENGAGEMENT

We appreciate your decision to retain Curtis, Mallet-Prevost, Colt & Mosle LLP (the "Firm") as your legal counsel. This document explains the policies and practices that apply to our Engagement. In addition to our professional obligation, experience has shown that an understanding of these matters will contribute to a better relationship between us, which in turn will make our efforts more productive.

1. *Scope of Engagement*

You understand that the Firm is not your general counsel, and that our representation is limited to the matter identified as the "Engagement" in the accompanying letter. We would be pleased to consider representing you in other matters designated by you. For any new matters, however, we must first confirm that we will be able to expand the scope of the Engagement as you request, and then provide you with written confirmation as to our agreement. Unless otherwise agreed in writing, the terms set forth in these Terms of Engagement and the accompanying letter shall apply to the new matter.

In all matters in which we represent you, we will provide services of a strictly legal nature. You will not rely on us for business, investment or accounting decisions, nor to assess the character or creditworthiness of persons with whom you may deal. You will provide us with the factual information and materials we require to perform the services identified in the letter.

2. *Fees for Legal Services*

Our fees for professional services are based on hourly rates for the attorneys or paralegals who render services. In determining a reasonable fee for the time and effort required for a particular matter, we consider the ability, experience and reputation of the lawyer or lawyers in our Firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors. Our internal hourly rates are adjusted periodically, usually September 1 of each year for associates, to account for increases in our cost of delivering legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Attached as Exhibit A is a schedule of our current billing rates. If we provide any estimate of fees and expenses, it will be based on our best professional judgment, but it is always subject to the clear understanding that it is not a maximum or fixed fee quotation.

3. *Chargeable Costs and Disbursements*

We are committed to serving you with the most effective and cost efficient support systems and to this end we allocate charges for such systems in accordance with the extent of use by individual clients. Consequently, in addition to our fees for legal services, we will separately charge you for certain services reasonably required for the performance of legal services on your behalf. A description of some of these disbursements and internal charges

can be found on Exhibit A. When required to do so by applicable law, the Firm will also charge applicable value and similar taxes. All payments will be made free and clear of any withholding tax or deduction of any nature (and you will indemnify and reimburse the Firm in respect thereof).

4. *Outside Experts*

In the course of this engagement it may be appropriate to retain persons of special training or expertise to assist in our provision of legal services. Because there are privileges that may apply to services that an attorney requests from a third party, it may be advisable for the Firm to assume responsibility for hiring such experts, with your prior consent. You will be obligated to pay the invoices for the fees and expenses of such experts, whether they are retained by the Firm or by you directly.

5. *Billing*

We want our clients to be satisfied with both the quality of our services and the reasonableness of our invoices and we invite questions or comments you may have about any of our fees and disbursement or the format of our invoices. Our practice is to bill every two weeks for the fees and chargeable costs and disbursements incurred in the two week period. Please notify us promptly as to any amount in such invoices that you question. Our invoices are due upon receipt. The Client agrees to promptly remit the amount due to the Firm within five (5) days of receipt of our statement.

In connection with our engagement, we are requesting a retainer in the amount of \$100,000.

6. *Confidentiality*

For our relationship with you to succeed, it is essential for you to provide us with all factual information reasonably relevant and material to the subject matter of our engagement. A lawyer has an ethical obligation to preserve the confidences and secrets of a client. That duty is one we regard with the utmost seriousness. In instances in which we represent a corporation, partnership, or other legal entity, our relationship is with, and hence this duty of confidentiality is owed to, the entity and not to the entity's parent or subsidiary corporations, or its shareholders, members, officers, directors or partners.

7. *Conflicts of Interest*

We wish to avoid any circumstances in which you would regard our representation of another client to be inconsistent with our duties to you. Because we represent a large number of clients in a wide variety of legal matters around the world, it is possible that, while you are a client, we will be asked to represent an existing or prospective client whose interests are actually or potentially adverse to your interests, including in negotiations, workouts and litigation. In addition, our practice includes representing debtors, official and unofficial committees of creditors and equity holders, as well as affiliates of the foregoing parties in interest (collectively, "Bankruptcy Parties"), in bankruptcy cases and foreign insolvency proceedings that are pending now, or that may be filed in the future, in the

United States or foreign jurisdictions. In connection with such cases and proceedings, it is possible that we may be called upon to represent one or more Bankruptcy Parties in connection with matters that are, or become, adverse to your interests, including litigated matters.

The Firm has acted and/or continues to act as counsel to Lehman Brothers Holdings Inc. and its affiliated debtors and debtors-in-possession, as well as non-debtor subsidiaries and affiliates ("Lehman"), FGIC Corporation and its affiliated debtors and debtors-in-possession, as well as non-debtor subsidiaries and affiliates ("FGIC"), General Maritime Corporation and its affiliated debtors and debtors-in-possession, as well as non-debtor subsidiaries and affiliates ("GenMar"), Sbarro Inc. and its affiliated debtors and debtors-in-possession, as well as non-debtor subsidiaries and affiliates ("Sbarro"), Hawker Beechcraft, Inc. and its affiliated debtors and debtors-in-possession ("Hawker"), and Residential Capital, LLC and its subsidiaries ("ResCap") as conflicts counsel for various matters in their respective Chapter 11 bankruptcy cases, which were each filed in the United States Bankruptcy Court for the Southern District of New York. The Firm has also acted and/or continues to act as counsel to Caribe Media Inc. and its affiliated debtors and debtors-in-possession, as well as non-debtor subsidiaries and affiliates ("Caribe", and together with Lehman, FGIC, GenMar, Sbarro, Hawker and ResCap the "Debtors") as conflicts counsel for various matters in Caribe's respective Chapter 11 bankruptcy case, which was filed in the United States Bankruptcy Court for the District of Delaware. In addition, the Firm also has acted and/or continues to act as counsel to the Official Committee of Unsecured Creditors of DBSD North America, Inc. ("DBSD"), and as conflicts counsel to the Official Committee of Unsecured Creditors of Hostess Brands Inc. ("Hostess") in their respective bankruptcy cases pending in the Bankruptcy Court for the Southern District of New York. The Firm also has acted and/or continues to act as counsel to the Official Committee of Equity Security Holders for North American Petroleum Corporation USA ("NAPCUS", and collectively with DBSD, and Hostess, the "Committees") in a bankruptcy case pending in the Bankruptcy Court for the District of Delaware (collectively, with the respective Chapter 11 bankruptcy cases of the Debtors and DBSD, the "Chapter 11 Cases"). The Firm's representation of the Debtors and the Committees in the Chapter 11 Cases may be adverse to your interests.

We understand that, by entering into this engagement letter, you are waiving any conflict of interest arising by reason of the Firm's representation of the Debtors or the Committees and agreeing not to make any motion or take any other action to disqualify the Firm as counsel to the Debtors or the Committees in the Chapter 11 Cases or any other litigation unrelated to the Engagement.

In addition, the Firm, from time to time, represents other debtors and debtors-in-possession in Chapter 11 cases or in out of court restructurings that are not affiliated with the Debtors as well as formal or informal creditor committees (collectively, the "Other Entities") which also may have interests that are adverse to your interests.

The foregoing waiver is subject to the continuing obligation of the Firm, in connection with its representation of the Debtors and the Other Entities, not to disclose to such parties any confidential information to which it is privy concerning your business or

affairs, or to utilize any such information in any matter or proceeding involving the Debtors or the Other Entities without your prior consent.

We wish to be able to consider the representation of the Other Entities, as well as other persons who may have interests that are potentially adverse to you, but only with respect to matters that are not substantially related to our representation of you in this Engagement. The ethics that govern us permit us to accept such multiple representations, assuming certain requirements are met. During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that, to our knowledge, are directly adverse to your interests unless the following criteria are met: (i) there is no substantial relationship between this Engagement and the matter for the other client; (ii) any confidential information that we have received from you will not be utilized by the lawyers and other Firm personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing to our undertaking the two representations.

If the foregoing conditions are satisfied, you agree to consider, in good faith, any request that the Firm may make for consent to representation of Other Entities or other clients, and for waiver of any associated conflicts.

8. *Retention of Records*

We are required by certain laws or regulations to retain records of our Engagement for minimum periods of time. Barring a legal duty or other obligation to retain records associated with an Engagement for a longer period, the Firm currently expects to discard those records (whether in paper or electronic form) when ten years have lapsed since the termination of the Engagement. However, we retain the discretion to shorten this period upon notice to you, and we will discuss alternative record retention arrangements with you if your own policies dictate longer retention periods. If we are required to maintain paper records in an offsite facility, we retain the right to charge you for the Firm's cost of continued storage and handling of those records.

We will retain the "work product" accumulated during the course of the Engagement, which will be owned by the Firm. "Work product" includes documents intended for internal law office review or otherwise reflecting preliminary or tentative conclusions of an attorney, and Firm administrative records such as client screening documents.

9. *No Representations*

You should know that we cannot make any promises or guarantees to you concerning the outcome of the matter for which you have retained us and nothing in the cover letter or terms of engagement will be construed as such a promise or guarantee. If the matter does not go forward or reach a successful conclusion for any reason, you are still directly responsible for all fees and disbursements charged by the Firm in the Engagement. Additionally, your obligation to pay our fees and disbursements will not be affected by any

agreement that you may have with another party to pay your legal fees and costs or any failure by that party to comply with such agreement.

10. *Termination*

We hope and trust that our relationship with you will be mutually satisfactory. Nevertheless, you are free to terminate our Engagement at any time, unless judicial approval is required for us to withdraw, in which event we agree not to oppose such withdrawal. Subject always to any applicable rule of court, we may terminate our Engagement to represent you if you fail to honor the terms of our Engagement or if, in our professional judgment, we are unable to continue the representation consistent with our ethical obligations. Notwithstanding any such termination, you will remain liable to pay all of our fees and charges incurred up to the date of termination.

Our attorney-client relationship will be terminated upon our completion of the specific services that you have retained us to perform. If you later retain us to perform further or additional services, our attorney-client relationship will be revived, subject to these and any supplemental terms of the new Engagement. The fact that we may inform you from time to time of developments which may be of interest to you, by newsletter or otherwise, should not be understood to be a renewal of an attorney-client relationship. Moreover, we have no obligation to inform you of such developments in the law unless we are specifically engaged in writing to do so.

11. *Renewal Notices of Security Interests and Liens*

If this or any subsequent Engagement involves the taking of a security interest or lien on the property of another, you are advised that applicable law may provide that public filings giving notice of security interests or liens must be preserved by further public filing prior to expiration of a prescribed period of time (e.g., five years in the case of renewal notices of security interests granted under the New York Commercial Code). Failure to make timely renewal filings could result in the loss of the security interest or lien. We do not undertake to schedule or make renewal filings in your behalf. However, if you need assistance in making renewal filings in the future, we will be pleased to assist you at that time.

12. *Applicable Law; Dispute Resolution*

This Engagement agreement, and any disputes arising out of or relating to the Engagement, will be governed by and construed in accordance with the laws of the State of New York. In the event there are any disputes regarding our invoices, you may be entitled to require arbitration under a procedure established in New York State for resolution of certain fee disputes pursuant to Part 137 of the Rules of the Chief Administrator, New York Unified Court System. We will provide copies of those rules to you at your request. Except to the extent required by such Rules, any dispute or claim arising out of or in any way relating to the Firm's representation of you in connection with this Engagement or otherwise (including, without limitation, any claim of malpractice or breach of contract) will be finally settled by arbitration administered by the American Arbitration Association under its Commercial

Arbitration Rules, and judgment on the award may be entered in any court having jurisdiction thereof. The place of arbitration will be New York City, New York. Submission of any dispute or claim to arbitration will not deprive either party of its right to seek a remedy or damages from the arbitration tribunal that would be available in a New York court.

The consent to arbitration before the American Arbitration Association in the above paragraph is included because the Firm believes that arbitration is a superior method of dispute resolution. However, there are material differences between arbitration and litigation in a New York court which you should understand in evaluating whether you wish to enter into this agreement. Chief among these differences is that an agreement to arbitrate amounts to a waiver of the right to a jury trial, which is not available in arbitration. Other differences may include, but may not be limited to, the extent of discovery rights, the right to compel production of witnesses and documents, the application of the rules of evidence, the access of the general public and the press to the hearings, the availability of relief, the availability of appellate review on the merits, the fees and costs payable to the arbitrator, the availability of a public forum, and the discretion of the arbitrator to award reasonable attorneys' fees to the prevailing party. Arbitration may be faster and less expensive, a factor that may benefit you in some respects yet also have adverse consequences for your freedom of choice in pursuit of any claim against the Firm. In addition, there is some dispute under New York law as to whether an arbitrator may award punitive damages whereas a New York court does have such power in appropriate cases. For that reason, the Firm agrees that the submission of any dispute to arbitration will not deprive a party of its right to seek a remedy or damages from the arbitration tribunal that would be available in a New York court.

13. *Consultation with Independent Counsel and Disclosures*

This Engagement agreement includes a waiver of possible future conflicts, which is set forth in paragraph 7, and a consent to arbitration set forth in paragraph 12. These are complex matters as to which you may wish to consult with independent counsel.

EXHIBIT B

Declaration of Steven J. Reisman

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

In re:

PATRIOT COAL CORPORATION, *et al.*,

Debtors.¹

Chapter 11

Case No. 12-12900 (SCC)

(Jointly Administered)

**DECLARATION OF STEVEN J. REISMAN AND DISCLOSURE STATEMENT OF
CURTIS, MALLET-PREVOST, COLT & MOSLE LLP IN SUPPORT OF THE
APPLICATION OF THE DEBTORS TO EMPLOY AND RETAIN
CURTIS, MALLET-PREVOST, COLT & MOSLE LLP
AS CONFLICTS COUNSEL FOR THE DEBTORS**

I, Steven J. Reisman, declare as follows under penalty of perjury under 28 U.S.C. § 1746:

1. I am an attorney duly admitted to practice before this Court. I am a member of the firm of Curtis, Mallet-Prevost, Colt & Mosle LLP (“**Curtis**” or the “**Firm**”). Curtis is a multi-national law firm with principal offices located at 101 Park Avenue, New York, New York 10178-0061. Curtis maintains regional offices in Washington, D.C.; Houston, Texas; Paris, France; London, England; Frankfurt, Germany; Milan, Italy; Mexico City, Mexico; Muscat, Sultanate of Oman; Istanbul, Turkey; Almaty, Kazakhstan; Astana, Kazakhstan; Dubai, United Arab Emirates; and Kuwait City, Kuwait.

2. I submit this declaration (the “**Declaration**”) in support of the application (the “**Application**”)² of the debtors and debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases, pursuant to sections 327, 329, 330, and 504 of title 11 of the

¹ 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.

² All capitalized terms used but otherwise not defined herein shall have the meanings set forth in the Application.

United States Code, as amended (the “**Bankruptcy Code**”), for the entry of an order authorizing the retention and employment of Curtis as conflicts counsel for the Debtors in the chapter 11 cases at Curtis’ normal hourly rates in effect in accordance with its normal reimbursement policies and to provide the disclosures required under rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

3. To the best of my knowledge, after due inquiry, and except as set forth herein, neither I, Curtis, nor any member of, counsel to, or associate of the Firm represents any creditor, party in interest, or entities other than the Debtors in connection with the chapter 11 cases.

4. Curtis is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that Curtis and its members, counsel and associates:

- (a) are not creditors, equity security holders, or insiders of the Debtors;
- (b) are not and were not, within two years before the Petition Date, directors, officers, or employees of the Debtors
- (c) do not have 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; and
- (d) have not represented any party in connection with the chapter 11 cases other than the Debtors, except as set forth herein, although Curtis has certain relationships with other parties in interest and other professionals involved in the chapter 11 cases in connection with matters wholly unrelated to the Debtors.

Curtis’ Prepetition Relationship With The Debtors

5. Prior to the Petition Date, the Debtors retained Curtis to represent and advise them on matters that are not appropriately handled by Debtors’ lead bankruptcy counsel, Davis Polk & Wardwell LLP (“**Davis Polk**”), or other counsel to the Debtors, because of actual or potential

conflict of interest issues or, alternatively, that the Debtors, Davis Polk or other counsel to the Debtors request be handled by Curtis.

6. Curtis is not a creditor of the Debtors. Pursuant to the terms of the engagement letter, dated as of June 28, 2012, a copy of which is attached as Exhibit 1 to Exhibit A of the Application, on June 29, 2012, Curtis received a retainer in the amount of \$100,000 to provide for the payment of services rendered and expenses incurred, and to be rendered and incurred prior to the commencement of these chapter 11 cases. On July 3, 2012, Curtis received an additional \$150,000, which replenished the amount of the retainer, in connection with work Curtis was doing prior to the commencement of the chapter 11 cases. As Curtis performed services prepetition, it drew against the retainer to offset the fees and expenses incurred prior to the Petition Date. Curtis represents that the fees and expenses incurred prepetition are less than the retainer. Upon the updating of Curtis' billing system for fees and expenses incurred through the time of filing of the Debtors' petitions, Curtis will provide a credit to the Debtors for the unused portion of the retainer, to be applied against the first billing statement issued and allowed to be reimbursed pursuant to an order of this Court. Neither I nor Curtis will render any services nor accept any fee from any other party in interest in the chapter 11 cases relating to the chapter 11 cases.

Connections With Creditors Of The Debtors And Other Interested Parties

7. In preparing this Declaration, I have been provided with, and have examined the list of entities listed on **Exhibit 1** hereto (collectively, the "**Searched Parties**"). The information listed on **Exhibit 1** may have changed without my knowledge and may change during the pendency of the chapter 11 cases. Accordingly, Curtis will update this Declaration as necessary and when Curtis becomes aware of material information.

Curtis' Disclosure Procedures

8. Curtis employs over 300 attorneys worldwide and presently represents, and may in the future represent, entities that are claimants of, or interest holders in, the Debtors in matters unrelated to the chapter 11 cases. Some of these entities are, or may consider themselves to be, creditors or parties in interest in the chapter 11 cases although the Debtors are unaware of such claims or interests.

9. In that regard, I used a set of procedures developed by Curtis to comply with the requirements of the Bankruptcy Code and the Bankruptcy Rules and the Local Bankruptcy Rules regarding the retention of professionals by a debtor under the Bankruptcy Code (the "**Curtis Disclosure Procedures**"). Pursuant to the Curtis Disclosure Procedures, I caused a search to be performed of Curtis' computerized database consisting of all client, matter, cross-referenced, and related information from 1980 to present.

10. To the best of my knowledge after my review of the Firm's records, Curtis has no connections with the Searched Parties with respect to the chapter 11 cases. Curtis does have connections with certain Searched Parties in matters unrelated to the chapter 11 cases, as described below.

**Curtis' Connections With Parties In Interest
In Matters Unrelated To The Chapter 11 Cases**

11. After diligent efforts, Curtis has identified the client connections disclosed below.

The connections are categorized as follows:

- (a) clients for which Curtis has rendered services in the prior two (2) years and is presently rendering services ("**Current Clients**");
- (b) clients for which Curtis has rendered services in the prior two (2) years and which engagement was closed within the prior two (2) years ("**Former Clients**");

- (c) entities that are related to, or may be related to, a current client for which Curtis has rendered services in the prior two (2) years and is presently rendering services; and
- (d) entities that are related to, or may be related to, a former client for which Curtis has rendered services in the prior two (2) years and which engagement was closed within the prior two (2) years.

12. All client connections were diligently reviewed by an attorney working under my supervision.

13. From such review, I determined that, with respect to each connection between Curtis and such parties, Curtis does not hold or represent an interest that is adverse to the Debtors' estates, and Curtis is a "disinterested person" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, for the reasons discussed below.

Current Clients – Exhibit 2

14. Curtis has currently rendered services and may, in the future, render services to the Current Clients set forth on **Exhibit 2** hereto and their respective affiliates in matters unrelated to the Debtors.

15. To the best of my knowledge and information, with the exception of Wilmington Trust Company, the annual fees paid to Curtis by any of the Current Clients for either of the last two calendar years did not exceed 1% (one percent) of the annual gross revenue of Curtis for such year. For the calendar year 2010, the annual fees paid by Wilmington Trust Company constituted approximately 1% of the annual gross revenue of Curtis, but none of those fees were incurred in any matter related to the Debtors. For the calendar year 2011, the annual fees paid by Wilmington Trust Company constituted substantially less than 1% of the annual gross revenue of Curtis. Several of the Current Clients have either executed a waiver letter or indicated that they

will execute a waiver allowing Curtis to act adversely to their interests on all matters unrelated to the matter(s) on which we are acting for them.

16. Curtis has not, does not, and will not represent any of the Current Clients or their respective affiliates in the chapter 11 cases or in other matters adverse to the Debtors during the pendency of the chapter 11 cases.

Former Clients – Exhibit 3

17. Curtis has rendered services to the following Former Clients set forth on **Exhibit 3** hereto within the prior two (2) years and Curtis' engagement was formally concluded within such period. Curtis may, however, in the future, render services to the Former Clients or their affiliates or subsidiaries in matters unrelated to the Debtors and the chapter 11 cases. If any Former Client becomes a Current Client during the pendency of the chapter 11 cases, Curtis will make the appropriate supplemental disclosures to this Court.

Entities That Are Related Or May Be Related To Current Clients – Exhibit 4

18. In addition, the entities set forth on **Exhibit 4** hereto either (i) have a name similar to a client in the client database, or (ii) are or may be related to a current client (collectively, the "Potential Clients"). In certain instances, after a diligent effort, Curtis was unable to determine whether the similarity of names was, in fact, a coincidence or whether, and to what extent, the Potential Clients are related to a current client. However, out of an abundance of caution, Curtis has confirmed that, similar to the Current Clients and Former Clients identified above, Curtis does not represent any of the Potential Clients set forth on **Exhibit 4** in matters related to the chapter 11 cases.

Entities That Are Related Or May Be Related To Former Clients – Exhibit 5

19. Similarly, the entities set forth on **Exhibit 5** hereto either (i) have a name similar

to a former client in the client database or (ii) are or may be related to a former client. After a diligent effort, Curtis was unable to determine whether the similarity of names was, in fact, a coincidence or whether, and to what extent, such entity is related to a former client in the client database. However, out of an abundance of caution, Curtis has confirmed that, similar to the Current Clients, Former Clients and Potential Clients identified above, Curtis does not represent any of the entities set forth on **Exhibit 5** in matters related to the chapter 11 cases.

20. To the best of my knowledge, neither I, Curtis, nor any member or associate of Curtis has in the past represented the Searched Parties or any other party in interest in the chapter 11 cases in any matter that would conflict with Curtis' duties in the chapter 11 cases or create any interest adverse to the interests of the Debtors in respect of the matters on which Curtis is to be employed in the chapter 11 cases.

21. As the record in these proceedings reflects, the Debtors have a myriad of creditors and commercial relationships. As additional information concerning the Debtors' creditors and relationships that have material connections with the Debtors develops, Curtis will continue to apply the Curtis Disclosure Procedures and will file appropriate periodic supplemental disclosures with this Court. To the best of my knowledge, Curtis has not represented and will not represent any parties other than the Debtors in these cases or in connection with any matters that would be adverse to the Debtors related to these cases in respect of the matters on which Curtis is to be employed in the chapter 11 cases.

Connections With Professionals

22. As part of its practice, Curtis regularly appears in cases, proceedings, and transactions involving many different attorneys, accountants, financial consultants, real estate consultants, and investment bankers including other professionals representing the Debtors or

other parties in interest in the chapter 11 cases. Curtis may have worked with or presently works with the professionals involved or to be retained in the chapter 11 cases on cases, proceedings, or transactions in matters unrelated to the Debtors. From time to time, Curtis has referred work to other professionals involved or to be retained in the chapter 11 cases. Likewise, certain such professionals have referred work to Curtis. In certain instances, such professionals may be clients of Curtis. In addition, Curtis has in the past represented and currently appears in matters in which Curtis represents the same entity, a related entity, or an adverse entity to those represented by other professionals in this case.

23. Curtis has not and will not represent any such entities in relation to the Debtors in the chapter 11 cases and Curtis does not have any relationship with such entities that would be adverse to the Debtors or its estates in the matters upon which Curtis is to be employed in the chapter 11 cases.

Connections with U.S. Trustee And This Court

24. Insofar as I have been able to ascertain, Curtis has no connection with the U.S. Trustee in this Judicial Circuit or any person known to be employed by the Office of the U.S. Trustee in this Judicial Circuit (other than Curtis having formerly employed Greg M. Zipes in 1998 through 1999 immediately prior to his joining the Office of the U.S. Trustee), except as set forth in this Declaration.³

25. I am not related, and to the best of my knowledge, no attorney at the Firm is related, to any United States Bankruptcy Judge in this District or to the U.S. Trustee for this District, or any employee thereof.

³ Jerrold L. Bregman, partner at Curtis, and Andrew D. Velez-Rivera, of the U.S. Trustee's office, previously worked together first as summer associates and then as associates at the law firm of Sidley & Austin from approximately 1990 until 1994 and, in or about 1995, Mr. Velez-Rivera, on a contract basis, prepared a fee application on behalf of Mr. Bregman's former law firm in connection with a chapter 11 case. Messrs. Bregman and Velez-Rivera are professional acquaintances; they have not communicated regarding this case to date.

Curtis Rates And Billing Practices

26. All compensation for services rendered by Curtis and reimbursement of expenses incurred by Curtis in these cases shall be subject to the approval of this Court, and Curtis shall seek this Court's approval for the payment of such compensation pursuant to the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any applicable orders of this Court.

27. Subject to such provisions and orders, compensation will be payable to Curtis on an hourly basis at its customary hourly rates for professional services rendered, plus reimbursement of actual, necessary expenses incurred by Curtis. As an accommodation to the Debtors, Curtis has agreed to apply a 10% discount to its standard hourly rates, which discount will be reflected in Curtis' monthly billing statements. Curtis' normal and customary hourly rates for its New York office, subject to periodic firm-wide adjustment in the ordinary course of Curtis' practice, are \$730 to \$830 for partners, \$510 to \$625 for counsel, \$300 to \$590 for associates, \$190 to \$230 for paraprofessionals, \$450 for managing clerks, and \$55 to \$325 for other support personnel. For the purposes of clarification, Curtis employs one managing clerk, who is a licensed attorney, to assist in drafting and submitting complex legal filings with governmental and other regulatory agencies. Curtis uses its support personnel, who are specialists who provide specific documentary support, on evidentiary matters that would otherwise be handled by attorneys. The use of both the managing clerk and the support personnel is intended to reduce professional expense normally borne by the client through higher associate billing on these specific matters.

28. In connection with the reimbursement of actual, necessary expenses, it is Curtis' policy to charge its clients in all areas of practice for expenses incurred in connection with the client's cases. The expenses charged to Curtis' clients include, among other things, telephone

and telecopier toll and other charges, U.S. mail and overnight mail charges, special or hand delivery charges, photocopying charges, travel expenses, expenses for “working meals,” computerized research, transcription costs, court filing fees, as well as non-ordinary overhead expenses such as secretarial and other overtime directly attributable to the representation of a particular client.

29. Curtis believes it is more fair and equitable to charge these expenses to the clients incurring them than to increase the hourly rates and spread the expenses among all clients. Curtis will charge the Debtors for these expenses in a manner and at rates consistent with charges made to Curtis’ other clients but reduced and limited as necessary to comply with the Bankruptcy Code, the Bankruptcy Rules, Local Bankruptcy Rules, the U.S. Trustee Guidelines and by orders of this Court.

30. The Debtors’ Application requests approval of the retention of Curtis on rates, terms and conditions consistent with, or lower than, what Curtis charges non-chapter 11 debtors, namely, prompt payment of its hourly rates as adjusted from time to time and reimbursement of out-of-pocket disbursements at cost or based on formulae that approximate the actual cost where the actual cost is not easily ascertainable. Subject to these terms and conditions, Curtis intends to apply pursuant to section 330 of the Bankruptcy Code for allowances of compensation for professional services rendered in the chapter 11 cases and for reimbursement of actual and necessary expenses incurred in connection therewith.

Curtis Is Disinterested

31. Curtis is a “disinterested person” as such term is defined in section 101(14), as modified by section 1107(b) of the Bankruptcy Code, and, except as stated herein, does not hold any interest adverse to the Debtors, its estate or the Debtors’ creditors or equity holders. Thus, I

know of no reason why Curtis cannot properly act as conflicts counsel to the Debtors pursuant to the Application.

32. The Debtors have applied to retain Davis Polk as their lead bankruptcy counsel in the chapter 11 cases. Nonetheless, I understand the Debtors believe conflicts counsel is required because the Debtors may encounter matters that are not appropriately handled by Davis Polk or other counsel for the Debtors due to actual or potential conflict of interest issues or that the Debtors, Davis Polk or other counsel to the Debtors believe should be handled by Curtis. I believe the retention of Curtis as conflicts counsel will avoid unnecessary litigation and reduce the overall expense of administering the chapter 11 cases. Thus, the Debtors seek to engage Curtis as conflicts counsel.

33. Davis Polk and Curtis will carefully coordinate their efforts and clearly delineate their duties to prevent any duplication of effort. I concur with the Debtors' belief that, rather than resulting in any extra expense to the Debtors' estates, the efficient coordination of efforts of counsel will greatly add to the effective and efficient administration of the chapter 11 cases and will result in overall lower costs to the Debtors' estates.

Curtis Personnel Inquiry

34. As set forth above, Curtis has over 300 attorneys and many other employees. It is possible that certain Curtis attorneys or employees hold interests in mutual funds or other investment vehicles that own debt or equity securities of the Debtors or some of their creditors. No Curtis partner has filed a Schedule 13G or Schedule 13D with the Securities and Exchange Commission with respect to the Debtors. An e-mail was sent to all of Curtis' employees inquiring as to whether any Curtis employee or any member of their immediate family owned any debt or equity securities of the Debtors or their affiliates or is (or was) an officer, director or employee of the Debtors or their affiliates in the past two years. As of now, the responses I have

received, as set forth on **Exhibit 6**, indicate that one employee's spouse indirectly holds an interest in the Debtors debt and equity securities and that no employees of Curtis are (or were) officers, directors or employees of the Debtors or their affiliates in the past two years. As a result, Curtis has "walled-off" this employee from all access to information on the Debtors.

35. Curtis will continue to apply the Curtis Disclosure Procedures as additional information concerning entities having a connection with the Debtors is developed and will file appropriate supplemental disclosures with this Court.

36. No promises have been received by Curtis or any member, counsel or associate thereof as to compensation in connection with the chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and orders of this Court.

37. Curtis further states that, pursuant to Bankruptcy Rule 2016(b), it has not shared nor agreed to share (a) any compensation it has received or may receive in connection with the services rendered in the chapter 11 cases with another party or person, other than with the partners, counsel, associates, and contract attorneys associated with Curtis or (b) any compensation another person or party has received or may receive.

38. I am the partner at Curtis who will be primarily responsible for the representation of the Debtors as conflicts counsel in these cases. I have read, and am generally familiar with the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules.

39. The foregoing constitutes the statement of Curtis pursuant to sections 327(a) and 504 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016(b).

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing statements are true and correct.

Dated: July 19, 2012
New York, New York

By: /s/ Steven J. Reisman
Name: Steven J. Reisman
Title: A Member of the Firm

INDEX OF EXHIBITS TO DECLARATION OF STEVEN J. REISMAN

- | | |
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TO CURRENT CLIENTS OF CURTIS |
| EXHIBIT 5 | ENTITIES THAT ARE RELATED OR MAY BE RELATED
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THE DEBTORS OR THE DEBTORS' AFFILIATES |

EXHIBIT 1

LIST OF SEARCHED PARTIES

**Officers and Directors (2009 to Present)
(includes non-executive officers and general
managers of subsidiaries**

Adorjan, J. Joe
Bean, Joseph W.
Bennett, Robert W.
Brandt, Philip A.
Brown, B. R.
Day, Michael D.
Ebetino, Charles A.
Engelhardt, Irl F.
Hartsog, Kent E.
Hatfield, Bennett K.
Hudson, Terry G.
Johnson, Michael P.
Jones, Jacquelyn A.
Jones, John R.
Longoria, Janeice M.
Lucha, Dale F.
Lushefski, John E.
Magro, James N.
Mead, Robert L.
Millburg, Lawrence J.
Scharf, Michael M.
Schnapp, Paul A.
Schroeder, Mark N.
Viets, Robert O.

**Affiliations of Directors (Board
Memberships, Charitable Organizations,
etc.)**

Adven Capital
Bates Sales Company
Beaucoup Farms LLC
Buffalo Wild Wings, Inc.
CenterPoint Energy, Inc.
Delta Trust & Bank
Engelhardt Family Foundation
Foundation for Pinckneyville, Illinois
Freedom Group, Inc.
Friends of KWMU
Galveston Bay Foundation
Greater Houston Partnership
Gulf Coast Health Services Steering Committee
Healthcare Service Corporation
Heritage Society
The Hungary-Missouri Educational Partnership
Illinois Rural Heritage Museum

J&A Group
MD Anderson Services Corporation
Ogden, Gibson, Broocks, Longoria & Hall L.L.P.
Oklahoma Conference for Community & Justice
Phillips Theological Seminary
Port of Houston Authority
QuikTrip Corporation
Ranken Technical College
Remington Arms Company, Inc.
Renewable Energy Group, Inc.
The Rumson Country Day School
RLI Corp.
Saint Louis University
Texas Medical Center
Tiger Woods Foundation
UTIMCO
White Walnut Farms LLC

Subsidiaries

Affinity Mining Company
Apogee Coal Company, LLC
Appalachia Mine Services, LLC
Beaver Dam Coal Company, LLC
Big Eagle LLC
Big Eagle Rail, LLC
Black Stallion Coal Company, LLC
Black Walnut Coal Company
Bluegrass Mine Services, LLC
Brook Trout Coal, LLC
Catenary Coal Company, LLC
Central States Coal Reserves of Kentucky, LLC
Charles Coal Company, LLC
Cleaton Coal Company
Coal Clean LLC
Coal Properties, LLC
Coal Reserve Holding Limited Liability Company
No. 2
Colony Bay Coal Company
Cook Mountain Coal Company, LLC
Corydon Resources LLC
Coventry Mining Services, LLC
Coyote Coal Company LLC
Cub Branch Coal Company LLC
Dakota LLC
Day LLC
Dixon Mining Company, LLC
Dodge Hill Holding JV, LLC
Dodge Hill Mining Company, LLC
Dodge Hill of Kentucky, LLC
EACC Camps, Inc.

EXHIBIT 1: LIST OF SEARCHED PARTIES

Eastern Associated Coal, LLC
 Eastern Coal Company, LLC
 Eastern Royalty, LLC
 Emerald Processing, L.L.C.
 Gateway Eagle Coal Company, LLC
 Grand Eagle Mining, LLC
 Heritage Coal Company LLC
 Highland Mining Company, LLC
 Hillside Mining Company
 Hobet Mining, LLC
 Indian Hill Company LLC
 Infinity Coal Sales, LLC
 Interior Holdings, LLC
 IO Coal LLC
 Jarrell's Branch Coal Company
 Jupiter Holdings LLC
 Kanawha Eagle Coal, LLC
 Kanawha River Ventures I, LLC
 Kanawha River Ventures II, LLC
 Kanawha River Ventures III, LLC
 KE Ventures, LLC
 Little Creek LLC
 Logan Fork Coal Company
 Magnum Coal Company LLC
 Magnum Coal Sales LLC
 Martinka Coal Company, LLC
 Midland Trail Energy LLC
 Midwest Coal Resources II, LLC
 Mountain View Coal Company, LLC
 Newtown Energy, Inc.
 New Trout Coal Holdings II, LLC
 North Page Coal Corp.
 Ohio County Coal Company, LLC
 Panther LLC
 Patriot Beaver Dam Holdings, LLC
 Patriot Coal Company, L.P.
 Patriot Coal Receivables (SPV), Ltd.
 Patriot Coal Sales LLC
 Patriot Coal Services LLC
 Patriot Leasing Company LLC
 Patriot Midwest Holdings, LLC
 Patriot Reserve Holdings, LLC
 Patriot Trading LLC
 Patriot Ventures LLC
 PCX Enterprises, Inc.
 Pine Ridge Coal Company, LLC
 Pond Creek Land Resources, LLC
 Pond Fork Processing LLC
 Remington Holdings LLC
 Remington II LLC
 Remington LLC
 Rhino Eastern LLC
 Rivers Edge Mining, Inc.
 Robin Land Company, LLC
 Sentry Mining, LLC
 Snowberry Land Company

Speed Mining LLC
 Squaw Creek Coal Company
 Sterling Smokeless Coal Company, LLC
 TC Sales Company, LLC
 Tecumseh Coal Corporation
 The Presidents Energy Company LLC
 Thunderhill Coal LLC
 Trout Coal Holdings, LLC
 Union County Coal Co., LLC
 Viper LLC
 Weatherby Processing LLC
 White Stallion Coal, LLC
 Wildcat, LLC
 Wildcat Energy LLC
 Will Scarlet Properties LLC
 Winchester LLC
 Winifrede Dock Limited Liability Company
 WWMV, LLC
 Yankeetown Dock, LLC

**Five Percent and Greater Shareholders and
Beneficial Owners (as of March 15, 2012)**

BlackRock, Inc.
 State Street Corporation
 The Vanguard Group, Inc.

Significant Business Partners

American Patriot Mining, LLC
 RWMV, LLC
 Rhino Energy WV LLC

**Attorneys, Professionals and Financial
Advisors (Including Accountants and
Investment Banks)**

Allen Guthrie & Thomas
 AlixPartners
 Arnold & Porter, LLP
 American Stock Transfer & Trust Company, LLC
 AST Fund Solutions, LLC
 Banc of America Securities LLC
 Bank of America Corporation
 Barclays Capital Inc.
 Boehl, Stopher & Graves
 Bowen Engineering Corp.
 Bowles Rice McDavid Graff & Love LLP
 Broadridge Financial Solutions, Inc.
 Buchanan, Ingersoll & Rooney
 Bryan Cave, LLP
 CH2M Hill Engineers
 Citibank, National Association
 Citigroup CIB
 Citigroup Global Markets, Inc.
 Computershare
 Davis Polk & Wardwell LLP
 Depository Trust and Clearing Corporation

EXHIBIT 1: LIST OF SEARCHED PARTIES

Dinsmore & Shohl LLP
 Duff & Phelps Corporation
 Ernst & Young LLP
 Equity Methods
 FBR Capital Markets & Co.
 Ferreri & Fogle
 Fifth Third Securities, Inc.
 Flaherty, Sensabaugh & Bonasso
 GCG Inc.
 Georgeson Inc.
 Gordon Law Offices, PSC
 Greenberg & Traurig
 Greensfelder, Hemker & Gale, P.C.
 Husch Blackwell
 IBM
 Jackson Kelly PLLC
 Kohn, Shands, Elbert, Gianoulakis & Giljum, LLP
 KPMG LLP
 Lewis Glasser Casey & Rollins, PLLC
 Mercer
 Merrill Lynch
 Milliman
 Morris, Nichols, Arsht & Tunnell LLP
 Natixis Securities Americas LLC
 Neal, Gerber & Eisenberg LLP
 Ogletree Deakins
 Oliver Wyman
 PNC Capital Markets, LLC
 Protiviti
 Robinson & McElwee, PLLC
 RR Donnelly
 Sandberg Phoenix & Von Gontard P.C.
 Santander Investment Securities, Inc.
 SG Americas Securities, LLC
 Shuman, McCuskey & Slicer, PLLC
 Smith Moore Leatherwood LLP
 SNR Denton
 Sorling, Northrup, Hanna, Cullen & Cochran, Ltd.
 Steptoe & Johnson, PLLC
 Summit Strategies Group
 The Blackstone Group LP
 Thompson Coburn
 Towers Watson
 UBS Investment Bank
 Veritas Consulting/Richard Verheij
 WebFilings
 White & Risse
 Wilmington Trust Company
 Zenon Environmental Corp d/b/a GE Water
 Ziemer, Stayman, Weitzel & Shoulders, LLP

**Significant Financial Institutions (Including
 Administrative Agents, Lenders and
 Equipment Financing)**

Bank of America, N.A.

Bank of Oklahoma, N.A.
 Barclays Bank PLC
 Caterpillar Financial Services Corp.
 Citigroup Global Markets Inc.
 Comerica
 Fifth Third Bank
 M&I Bank (Southwest Bank of St Louis)
 Natixis, New York Branch
 PNC Bank
 Raymond James Bank
 RZB Bank
 Societe Generale (SocGen)
 Sovereign Bank
 The Private Bank
 UBS
 United Overseas Bank

Significant Equipment Lessors

AmerCable Incorporated
 BancorpSouth Equipment Finance
 Bank of America Leasing
 Bank of the West
 Black Equipment Co, Inc.
 BMO Harris Equipment Finance
 California First National Bank
 Capitalsource Bank
 Caterpillar Financial Services Corporation
 Cecil I. Walker Machinery Co.
 CitiCapital Commercial Leasing Corporation
 DBT America Inc.
 The Fifth Third Leasing Company
 First National Capital Corp.
 Fifth Third Bank
 First Utah Bank
 Flagstar Bank, FSBGelco Corporation DBA GE Fleet
 Services
 General Electric Capital Corporation
 Gibbs Technology Leasing
 Hawthorn Bank
 The Huntington National Bank
 ICON Investments
 ICON Magnum, LLC
 Joy Technologies Inc.
 Key Equipment Finance Inc.
 Komatsu Financial Limited Partnership
 Macquarie Corporate and Asset Funding, Inc.
 Mazuma Capital Corp
 Merrill Lynch Capital
 Mitel Leasing, Inc.
 Motion Industries, Inc.
 Nations Fund I, Inc.
 PEC Equipment Company, LLC (Peabody)
 People's Capital and Leasing Corp.
 Prime Alliance Bank
 RBS Asset Finance, Inc.
 Relco Finance, Inc.

EXHIBIT 1: LIST OF SEARCHED PARTIES

Renaissance Capital Alliance
 Republic Bank, Inc.
 Rish Equipment Company
 Ritchie Bros. Auctioneers (America) Inc.
 Rudd Equipment Company
 SG Equipment Finance USA Corp
 Siemens Financial Services, Inc.
 Somerset Capital Group, LTD
 United Leasing, Inc.
 Wire Rope Industries Ltd.

Penn Virginia f/k/a Penn Virginia Operating Co.,
 LLC
 Pocahontas Land
 Potter Family, LLC
 Potter Grandchildren, LLC
 Quincy Center
 Rowland Land
 Shepard Boone
 William H. Shields
 Shonk
 So. Appalachian
 Southern Dickinson
 Southern Land Co.
 SRIR (Pocahontas Land)
 Tennessee Valley Authority
 Tommy Long
 Ward Heirs
 Westvarendrag
 WPP LLC

Significant Landlords and Lessors

ACIN
 Alcoa Fuels, Inc.
 Alderson Heirs
 Allegheny Land
 Ark Land KH
 Berwind Land Company
 BGK –Integrated TIC Management, LLC
 Black King
 Blue Eagle
 Boone East
 Boone East Development
 CC Dickinson Testamentary Trust
 Central WV Energy
 Chesapeake Mining
 Cole & Crane
 Courtney Co.
 David Olliver, Agent
 Donald Greenwell
 Duke Realty
 Elk Run
 Federal Coal
 Gerald Greenwell
 Greenbrier Land Co.
 Hoover
 Hoover LaFollette
 Horse Creek Coal Land Co.
 Horse Creek Land and Mining
 Imperial Coal Company
 Jackson Vinson
 James M. Greenwell
 Johnny Royster
 Kay-Ford-JamesLawson Heirs
 Lewis Heirs
 Little Coal Land Co.
 LRPB
 LRPB KE
 Mariam Peak
 Midwest Coal Reserves of Ky., LLC
 Miller-Gilman
 Mohler Lumber
 Mounts & Dannheiser, LLC
 Pardee
 Payne Gallatin

Unions

United Mine Workers of America
 Bituminous Coal Operators' Association

**Letter of Credit and Surety Bond Providers
 and Beneficiaries**

Department of Labor
 Peabody Energy Corp.

Surety Issuers

ACE American Insurance Company
 American Casualty Company of Reading,
 Pennsylvania
 Aspen American Insurance Company
 Aspen Specialty Insurance Company
 Argonaut Insurance Company
 Chubb Group of Insurance Companies
 Chubb Surety
 CNA Surety
 Continental Casualty Company
 Bond Safeguard
 Federal Insurance Company
 Firemen's Insurance Company of Newark, New
 Jersey
 HCC Surety Group
 Indemnity Insurance Company of North America
 Indemnity National Insurance Company
 Insurance Company of North America
 Lexon
 Liberty
 National Fire Insurance Company of Hartford
 Pacific Employers Insurance Company
 Rockwood
 St. Paul/Seaboard
 St. Paul Fire & Marine

EXHIBIT 1: LIST OF SEARCHED PARTIES

Surety Bonding Company of America
The Continental Insurance Company
Travelers Casualty and Surety Company of America
US Specialty
Universal Surety Company of America
Westchester Fire Insurance Company
Western Surety Company

Surety Obligees

Henderson County, Kentucky
Illinois Department of Mines and Minerals
Indiana State Agency
Kentucky Dept. for Natural Resources: Division of
Mine Reclamation & Enforcement
Kentucky State Agency
Missouri State Agency
Ohio Department of Natural Resources; Reclamation
Division
West Virginia Department of Natural Resources
West Virginia, Department of Transportation
West Virginia Division of Environmental Protection
West Virginia State Agency
WV Hwy

Letters of Credit Providers

Bank of America
Fifth Third Bank
PNC

Letters of Credit Beneficiaries

Arch Coal, Inc.
Argonaut Insurance Co
Bond Safeguard/LEXON
CAT Financial Svcs
Clerk of Ct, US Dist Ct for WV
Commonwealth of KY
Commonwealth of PA
Federal Ins Co/CHUBB
First Surety Corp
ILL Workers Comp
Indemnity Natl Ins Co
Ins Commissioner of WV
Kenergy Corp
National Fire Insurance
National Union Fire Ins
Norfolk Southern
Old Republic Insurance
Travelers Casualty
UMWA 1992 Benefit Plan
US Surety Co
Western Surety C.N.A.

Significant Taxing Authorities

Internal Revenue Service
Boone County, WV
Clay County, WV

Commonwealth of Kentucky
Henderson County, KY
Lincoln County, WV
Logan County, WV
Kanawha County, WV
Monongalia County, WV
State of Illinois
State of Indiana
State of Missouri
State of Pennsylvania
State of West Virginia
Union County, KY

**Regulatory Agencies (e.g., Department of
Interior, Mine Safety Administration,
OSHA, and State and Local Regulators)**

Environmental Protection Agency
Illinois Department of Natural Resources
Illinois Environmental Protection Agency
Illinois Pollution Control Board
Kentucky Department for Environmental Protection
Kentucky Department for Natural Resources
Kentucky Office of Mine Safety and Licensing
Mine Safety and Health Administration
Occupational Safety and Health Administration
Office of Surface Mining Reclamation and
Enforcement
Ohio Department of Natural Resources
Pennsylvania Department of Environmental
Protection
U.S. Army Corps of Engineers
U.S. Bureau of Alcohol, Tobacco, and Firearms
U.S. Bureau of Land Management
U.S. Department of Interior
U.S. Department of Labor
West Virginia Department of Environmental
Protection
West Virginia Office of Miners' Health Safety &
Training

Parties to Significant Litigation

Bridgehouse Capital Limited
Bridgehouse Commodities Trading Limited
Environmental Protection Agency
Keystone Industries, LLC
Sierra Club
Sentrum Holdings Limited
State of Illinois; Illinois Attorney General's Office
State of West Virginia
Ohio Valley Environmental Coalition, Inc.
U.S. Attorney's Office
West Virginia Department of Environmental
Protection
West Virginia Highlands Conservancy, Inc.

EXHIBIT 1: LIST OF SEARCHED PARTIES**Significant Suppliers, Shippers,
Warehousemen, Customers and Vendors**

Alpha Coal Sales Co. LLC
 American Electric Power Co., Inc
 Anders Williams Resources, Inc.
 Appalachian Power Co.
 Bayer CropScience LP
 Big Rivers Electric Corp.
 Blue Cross Blue Shield
 Bridgehouse Commodities Trading Limited
 Brody Mining, LLC
 Carbofer Representacoes Ltda.
 Cardinal Operating Company
 Caremark
 Caterpillar Global Mining America
 Cecil I. Walker Machinery Co.
 Clay's Trucking
 Coal Network Inc.
 Constellation Energy Commodities
 CSX Transportation, Inc.
 Dan River Resources LLC
 Dekoven Dock, Incorporated
 Drummond Coal Sales, Inc.
 DTE Energy Company
 Duke Energy Carolinas LLC
 Duke Energy Commercial Asset Management
 Duke Energy Kentucky, Inc.
 E. On Ag
 Eagle Valley, Inc.
 East Kentucky Power Cooperative
 Eastman Kodak Co.
 EDF Trading North America, LLC/EDF Trading
 Limited
 Emerald International
 GenOn Energy Management, LLC
 Gerdau Acominas S.A.
 Gulf Power Company
 Home Oil & Gas
 Hunter Trucking
 IBM
 ILVA Spa
 Jennmar Corporation
 JMAC Leasing Inc.
 Joy Mining Machinery
 Kanawha River Terminals, LLC
 Kentucky Utilities Co.
 Keystone Industries
 Komsa Sarl
 Long Branch Energy
 Louisville Gas and Electric Comp
 Magnum Coal Co.
 Mercuria Energy Trading, Inc.
 Middletown Coke Company, LLC
 Mirant Energy Trading, LLC
 Monk Mining

Mountain State Carbon, LLC
 Neville Island Fuels Company, LLC
 Nelson Brothers LLC
 Norfolk Southern Railway Company
 Owensboro Municipal Utilities
 Peabody COALTRADE, LLC
 Peabody Energy Corp.
 Peabody Terminals, LLC
 Penn Virginia Resource Partners, L.P.
 Petroleum Products Inc.
 Phillips Machine Service Inc.
 PPL EnergyPlus, LLC
 PPL Generation, LLC
 PowerSouth Energy Cooperative
 Production Adjustment
 Progress Energy Carolinas, Inc.
 Raleigh Mine & Industrial Supply
 Reiss Viking Division
 Relco Finance, Inc.
 Rish Equipment
 River Trading Company
 RWE Trading Americas Inc.
 Sandvik Mining and Construction
 Selah Corp.
 Shenango Inc.
 Shinewarm Resources (HK) Group Limited
 Southern Company
 SunCoke Energy
 Tata Steel UK Limited
 ThyssenKrupp CSA Siderurgica
 Trafigura AG
 United Central Industrial Supply
 USIMINAS
 U.S. Steel Corp.
 The Vanguard Group
 Vanomet International AG
 Veyance Industrial Services
 Vitol, Inc.
 Webster Trucking
 White River Coal Sales, Inc.
 Xcoal Energy & Resources
 Zug Island Fuels, LLC

Insurers**Brokers**

Aon Risk
 Marsh USA
 Willis of Tennessee

Underwriters

ACE
 AIG
 Allied World Assurance Company
 Allied World National Assurance Company
 Arch Specialty
 Argo QS

EXHIBIT 1: LIST OF SEARCHED PARTIES

ARISE Inc.
 Aspen Bermuda Ltd
 Aspen Specialty Insurance Company
 Aspen Insurance UK Limited
 Axis Insurance (Bermuda) Ltd
 Axis Insurance Company
 Axis Surplus Insurance Company
 Berkley
 Chartis
 Chubb
 CNA
 Endurance American Insurance Company
 Hartford
 Hiscox
 Ironshore
 Iron-Starr
 HCC
 Liberty International Underwriters
 Liberty Mutual Insurance Europe Limited
 MJB Consulting
 RSUI
 XL
 XL UK
 XL Specialty
 Zurich

U.S. Trustee's Office

Office of the United States Trustee for the Districts of
 New York, Connecticut & Vermont
 Abriano, Victor
 Brooks, Catletha
 Catapano, Maria
 Choy, Danny A.
 Crowder, Stephanie B.
 Davis, Tracy Hope
 Driscoll, Michael
 Dub, Elizabeth C.
 Felton, Marilyn
 Fields, Myrna R.
 Gasparini, Elisabetta
 Golden, Susan
 Khodorovsky, Nazar
 Martin, Marylou
 Martinez, Anna M.
 Masumoto, Brian S.
 Mendoza, Ercilia A.
 Moroney, Mary V.
 Morrissey, Richard C.
 Nadkarni, Joseph
 Nakano, Serene
 Nguyen, Savitri
 Porter, Carol A.
 Riffkin, Linda A.
 Schwartz, Andrea B.
 Schwartzberg, Paul K.
 Segreto, John

Sharp, Sylvester
 Velez-Rivera, Andy
 Weston, Jennifer L.
 Zipes, Greg M.

Top Five Secured Creditors

BancorpSouth Equipment Finance
 Bank of America
 Bank of America Leasing
 Bank of the West
 BMO Harris Equipment Finance Company
 Caterpillar Financial Services Corp.
 Fifth Third Bank
 Fifth Third Leasing Company
 General Electric Capital Corp.
 Key Equipment Finance Inc.
 Komatsu Financial Limited Partnership.
 People's Capital & Leasing Corp.
 SG Equipment Finance
 Siemens Financial Services
 Somerset Capital Group, Ltd.
 United Leasing, Inc.

Top 50 Unsecured Creditors

AFCO
 Allegheny Power
 Alley Trucking LLC
 Alpha Natural Resources, Inc.
 Americable Incorporated
 American Electric Power
 American Freedom Innovations LLC
 Bank of the West
 Bentley Badgett II and Linda Badgett
 CapitalSource Bank
 Caterpillar Global Mining
 Cecil I. Walker Machinery Co.
 Chisler Brothers Contracting LLC
 Chisler Inc.
 Coalfield Services Inc.
 Cogar Manufacturing Inc.
 CSX Transportation Inc.
 Dayton Power & Light
 Environmine Inc
 Fifth Third Leasing Company
 Flomin Coal Inc.
 GE Capital TMS
 I.B.M. Corp.
 Industrial Supply Solutions Inc.
 J. H. Fletcher & Co.
 Jabo Supply Corp
 Jenmar Corporation
 JMAC Leasing Inc
 Joy Mining Machinery
 Komatsu Financial Limited Partnership
 Logan Corp.

EXHIBIT 1: LIST OF SEARCHED PARTIES

Longwall Associates, Inc.
Mine Equipment & Mill Supply Co.
Monk Mining Supply, Inc.
Nelson Brothers LLC
Penn Virginia Operating Co LLC
Phillips 66 Receivable
Powell Construction Co., Inc.
Raleigh Mine & Industrial
RBS Asset Finance, Inc.
Richard Whiting
Rish Equipment Co.
SGS North America Inc.
Shonk Land Company LLC
Somerset Capital Group, Ltd.
Suncrest Resources LC
United Central Industrial Supply
United Leasing, Inc.
U.S. Bank National Association
Wilmington Trust Company

Utilities

Allegheny Power
American Electric Power
Aquis Communications
AT&T
AT&T Mobility
AT&T Teleconference Services
Buffalo Creek PSD
City of Morganfield
City of Uniontown
Citynet, LLC
Clay-Battelle Public Service District
Dish Network
Dominion Hope
Eldon Gas Company
Fiberlink Communications Corp.

Frontier
Henderson County Water District
Huntington Technology Group Inc.
Kanawha Public Service District
Kenergy Corp.
Kentucky Utilities Co
Lumos Networks Inc
Monongahela Power Company
Mountaineer Gas
Ohio Valley Answering Service
Q Wireless LLC
Rea Energy Cooperative Inc
Republic Services
SouthEastern Illinois Electric
Suddenlink
Tangoe Inc
Telemax Services
Time Warner Cable
Union County Water District
US Cellular
Valley Falls Public Service Dist
Verizon
Verizon North
Waste Management of WV, Inc.
West Penn Power Company
West Side Telecommunications
West Virginia American Water Co
Windstream

**Professionals Representing Any of the
Foregoing in Relation to Patriot**

Cleary, Gottlieb, Steen & Hamilton LLP
Latham & Watkins LLP
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Weil, Gotshal & Manges

EXHIBIT 2

CURRENT CLIENTS OF CURTIS¹

Name of Entity Searched	Relationship to Debtors	Relationship to Curtis
PNC Bank ²	Attorney, Professional and/or Financial Advisor; Significant Financial Institution; Letter of Credit Provider	Current client in matters unrelated to Debtors.
Ernst & Young	Attorney, Professional and/or Financial Advisor	Current client in matter unrelated to Debtors.
U.S. Bank National Association ³	Top 50 Unsecured Creditor	Current client in matters unrelated to Debtors.
Wilmington Trust Company ⁴	Attorney, Professional and/or Financial Advisor; Top 50 Unsecured Creditor	Current client in matters unrelated to Debtors.

¹ Certain Current Clients have either executed a waiver letter or indicated that they will execute a waiver allowing Curtis to act adversely on their interests on all matters unrelated to the matter(s) on which Curtis is acting for them. Unless otherwise indicated, Curtis does not act for any Current Client on any matter related to the Debtors.

² PNC Bank (“PNC”) is a Current Client with respect to limited matters in Mexico unrelated to the Debtors. Curtis has obtained a waiver from PNC that allows Curtis to act adversely to PNC on all matters outside of Mexico.

³ U.S. Bank National Association is a Current Client with respect to limited matters unrelated to the Debtors.

⁴ Wilmington Trust Company (“Wilmington Trust”) is a Current Client with respect to a limited matter unrelated to the Debtors. Curtis has obtained a waiver from Wilmington Trust that allows Curtis to act adversely to Wilmington Trust so long as any adverse matter is not substantially related to the limited matter on which Curtis is engaged.

EXHIBIT 3

FORMER CLIENTS OF CURTIS

Name of Entity Searched	Relationship to Debtors	Relationship to Curtis
USIMINAS	Significant Supplier, Shipper, Warehousemen, Customer and/or Vendor	Former client in matters unrelated to Debtors.

EXHIBIT 4

**ENTITIES THAT ARE RELATED OR MAY BE
RELATED TO CURRENT CLIENTS OF CURTIS**

Name of Entity Searched	Relationship to Debtors	Relationship to Curtis
Merrill Lynch	Attorney, Professional and/or Financial Advisor	Affiliates of current client in matters unrelated to Debtors.
Merrill Lynch Capital	Significant Equipment Lessor	
RBS Asset Finance, Inc.	Significant Equipment Lessor; Top 50 Unsecured Creditor	Affiliate of current clients in matters unrelated to Debtors. ¹
AIG	Insurer—Underwriter	Affiliate of current clients in matters unrelated to Debtors.
XL	Insurer—Underwriter	Affiliate of current client in matters unrelated to Debtors.
ACE	Insurer—Underwriter	Affiliate of current client in matter unrelated to Debtors.
Barclays Capital Inc.	Attorney, Professional and/or Financial Advisor	Affiliates of current client in matter unrelated to Debtors. ²
Barclays Bank PLC	Significant Financial Institution	
Reiss Viking Division	Significant Supplier, Shipper, Warehousemen, Customer and/or Vendor	Affiliate of current clients in matters unrelated to Debtors.
Bank of America, N.A.	Attorney, Professional and/or Financial Advisor	Affiliates of current client in matter unrelated to Debtors. ³
Bank of America Corporation		
Bank of America Leasing	Significant Equipment Lessor; Top 5 Secured Creditor	
Bank of America	Letter of Credit Provider	

¹ Curtis has confirmed that it may act adversely to RBS Asset Finance, Inc.

² Curtis represents an officer of Barclays Capital Inc. in a matter unrelated to the Debtors.

³ Curtis has confirmed that it may act adversely to Bank of America, N.A.; Bank of America Corporation; Bank of America Leasing; and Bank of America.

EXHIBIT 5

**ENTITIES THAT ARE RELATED OR MAY BE
RELATED TO FORMER CLIENTS OF CURTIS**

Name of Entity Searched	Relationship to Debtors	Relationship to Curtis
AFCO	Top 50 Unsecured Creditor	Affiliate of former client in matter unrelated to Debtors.
Logan Corp.	Top 50 Unsecured Creditor	Affiliate of former client in matter unrelated to Debtors.
Verizon	Utility	Affiliate of former client in matters unrelated to Debtors.
General Electric Capital Corporation	Significant Equipment Lessor; Top 5 Secured Creditor	Affiliate of former client in matters unrelated to Debtors.
Macquarie Corporate and Asset Funding, Inc.	Significant Equipment Lessor	Affiliate of former client in matter unrelated to Debtors.

EXHIBIT 6

**CURTIS PERSONNEL AND THEIR CONNECTION TO THE DEBTORS
OR THE DEBTORS' AFFILIATES¹**

Name	Position	Connection to the Debtors or the Debtors' Affiliates
Cindi Giglio ²	Associate	Spouse holds an interest in Blue Crescent, a hedge fund which holds some debt and equity securities of the Debtors.

¹ Curtis has over 300 attorneys and many other employees. It is possible that certain additional Curtis attorneys or employees hold interests in mutual funds or other investment vehicles that own the Debtors' securities. No Curtis partner has filed a Schedule 13G or Schedule 13D with the Securities and Exchange Commission with respect to the Debtors.

² Curtis will take the appropriate internal measures to ensure that Ms. Giglio is screened from working on matters related to the Debtors' cases.