

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

**In re:**

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

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

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

**RE: Docket #3012**

**ORDER APPROVING THE REJECTION  
OF EXECUTORY CONTRACT**

Upon the notice of rejection of Patriot Coal Corporation and its subsidiaries that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”) filed on February 28, 2013 [ECF No. 3012] (the “**Notice**”)<sup>2</sup> pursuant to the Order entered August 16, 2012 Establishing Procedures for the Rejection of Executory Contracts and Unexpired Leases and for the Abandonment of Personal Property [ECF No. 370] (the “**Rejection Procedures Order**”); and the Court having jurisdiction to consider the Notice and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and Rule 81-9.01(B)(1) of the Local Rules of the United States District Court for the Eastern District of Missouri; and consideration of the Notice and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b); and due

---

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

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

and proper notice of the Notice having been provided in accordance with the Rejection Procedures Order; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that no other or further notice need be provided; and the relief requested in the Notice being in the best interests of the Debtors and their respective estates and creditors; and rejecting the Electric Service Agreement (as defined below) to the extent set forth herein representing a prudent exercise of the Debtors' business judgment; and the Court having reviewed the Notice; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby

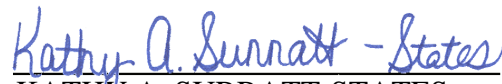
ORDERED that pursuant to Section 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Debtors' rejection of the Contract set forth on Schedule 1 hereto (the "**Electric Service Agreement**") is hereby approved and shall be effective as of the applicable date set forth on Schedule 1 hereto; and it is further

ORDERED that claims arising out of the rejection effected pursuant to this Order must timely be filed in accordance with the Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof [ECF No. 1388] and Local Rule 3002 of the Local Rules of the Bankruptcy Court for the Eastern District of Missouri on or before the date that is 30 days after the date hereof, and that absent a timely filing such claim shall be irrevocably barred; and it is further

ORDERED that, without further order of this Court, the counterparty to the Electric Service Agreement is prohibited from setting off or otherwise utilizing any monies deposited by the Debtors with such counterparty as a security deposit or pursuant to another similar arrangement; and it is further

ORDERED that notice of the Notice and the relief requested therein with respect to the Electric Service Agreement satisfies Bankruptcy Rule 6006; and it is further

ORDERED that the notice procedures set forth in the Notice with respect to the Electric Service Agreement are good and sufficient notice and satisfy Bankruptcy Rule 9014 by providing the counterparty to the Electric Service Agreement with notice and an opportunity to object and be heard at a hearing.

  
KATHY A. SURRATT-STATES  
Chief United States Bankruptcy Judge

DATED: March 15, 2013  
St. Louis, Missouri  
jjh

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

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

---

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