

Objection Deadline: September 4, 2012 at 4:00 p.m. (prevailing Eastern Time)  
Hearing Date (if necessary): September 11, 2012 at 1:30 p.m. (prevailing Eastern Time)

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

**In re:**

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

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

**Chapter 11**

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

**(Jointly Administered)**

**APPLICATION OF THE DEBTORS FOR AUTHORITY TO  
EMPLOY AND RETAIN THOMPSON COBURN LLC  
AS SPECIAL 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 sections 327(e) and 330 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the Southern District of New York (the “**Local Bankruptcy Rules**”) to retain and employ Thompson Coburn LLC (“**Thompson Coburn**”), *nunc pro tunc* to the Petition Date (as defined below), as their special counsel to perform legal

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<sup>1</sup> The Debtors are the entities listed on Schedule 1 attached hereto. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors’ chapter 11 petitions.

services that will be required during these chapter 11 cases. The Debtors request that the Court approve the employment of Thompson Coburn under the terms and conditions set forth in this Application, as more fully described in the Declaration of Roman Wuller, a partner of Thompson Coburn, annexed hereto as Exhibit B (the “**Wuller Declaration**”).

### **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. The Debtors have selected Thompson Coburn as their special counsel because Thompson Coburn has expertise representing coal suppliers, including the Debtors, in contractual disputes with customers. The Debtors currently have two lawsuits pending against customers who breached their purchase obligations to the Debtors under the applicable coal supply agreements. Thompson Coburn currently represents the Debtors

in each of these actions. Furthermore, it is possible that other contractual disputes with customers will arise during the pendency of these Chapter 11 cases, and the Debtors may wish to retain Thompson Coburn to represent them in such disputes.

6. The Debtors retained Thompson Coburn to represent them in the pending breach of contract actions and seek to have Thompson Coburn appointed special counsel for the purpose of prosecuting those two actions because Thompson Coburn, and specifically Mr. Wuller, possess considerable experience in litigating such disputes and are intimately familiar with the Debtors' businesses and financial affairs. Thompson Coburn is thus well qualified to provide the services required by the Debtors in their chapter 11 cases. Thompson Coburn and Mr. Wuller have represented coal suppliers in numerous contractual disputes. Mr. Wuller has over 25 years of experience litigating coal contract disputes on behalf of the Debtors and other coal suppliers. Thompson Coburn and Mr. Wuller have represented the Debtors in such disputes since the formation of Patriot in 2007. Accordingly, Thompson Coburn has significant relevant experience with the Debtors to deal effectively and efficiently with the primary legal issues and problems likely to arise in the context of the Debtors' chapter 11 cases with respect to the matter on which Thompson Coburn is to be employed.

7. The Debtors submit that the employment of Thompson Coburn is necessary, appropriate and in the best interests of the Debtors, their estates and their creditors under Bankruptcy Code sections 327(e) and 1107 and should therefore be approved.

#### **Scope of Services**

8. The services of Thompson Coburn are appropriate and necessary to enable the Debtors to execute their duties as debtors and debtors in possession faithfully and to

implement the restructuring and reorganization of the Debtors. Subject to further order of this Court, it is proposed that Thompson Coburn be employed to render legal advice and representation as may be requested by the Debtors and able to be performed by Thompson Coburn, including:

(a) Take all necessary or appropriate actions, on behalf of the Debtors, as debtors in possession, to prosecute the two pending lawsuits against customers for breach of their contractual obligations to purchase coal styled as *Patriot Coal Sales, LLC v. Keystone Industries, LLC*, case no. 2:12-cv-01808, pending in the United States District Court for the Southern District of West Virginia; and *Patriot Coal Sales, LLC v. Bridgehouse Commodities Trading Limited, et al.*, case no. 12-C-578, initially filed in the Circuit Court of Kanawha County, West Virginia, but now pending after removal in the United States District Court for the Southern District of West Virginia, case no. 2:12-cv-03653;

(b) Advise the Debtors and represent them, as needed, in any other disputes relating to any customer's failure to meet its obligations set forth in the parties' coal supply contracts, including but not limited to representing the Debtors in negotiations, alternative dispute resolution and/or litigation against customers that are or are likely to be in breach of their contractual obligations to the Debtors; and

(c) Review and analyze coal sale contracts to identify issues, if any, arising from the filing of these Chapter 11 cases and advise the Debtors as to the same.

9. To minimize costs, Thompson Coburn has been working and will continue to work closely with the Debtors and each of the Debtors' other retained professionals to clearly delineate each professional's respective duties and to prevent unnecessary duplication of services whenever possible.

### **Compensation**

10. For the services rendered by Thompson Coburn, the Debtors propose to pay Thompson Coburn at rates that reflect a negotiated discount from the rates that Thompson Coburn customarily charges other clients for work of this type, and to reimburse Thompson Coburn according to its customary reimbursement policies (subject to the limitations of the Fee Guidelines (as defined below)), and respectfully submit that such rates and policies are reasonable. The applicable rates for timekeepers on this matter are set forth in the Wuller Declaration.

11. The Debtors understand that, in connection with the reimbursement of reasonable and necessary expenses, it is Thompson Coburn's policy to charge its clients for certain expenses incurred in connection with providing certain client services, including travel, lodging, photocopying, postage, vendor charges, delivery service and other expenses incurred in providing professional services. Thompson Coburn intends to seek reimbursement for expenses incurred in connection with the representation of the Debtors in accordance with Thompson Coburn's policy, subject to modification as may be required by 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 these chapter 11 cases establishing procedures for interim monthly compensation and reimbursement of expenses of professionals, and the United States Trustee Guidelines (collectively, the “**Fee Guidelines**”) and any applicable orders of the Court.

12. All of Thompson Coburn’s fees and expenses incurred during these chapter 11 cases will, except as may otherwise be ordered by the Court, be subject to approval of the Court upon proper application by Thompson Coburn in accordance with the Fee Guidelines.<sup>2</sup>

#### **Thompson Coburn’s Connections**

13. To the best of the Debtors’ knowledge, Thompson Coburn and its professionals neither represent nor hold any interest adverse to the Debtors or their estates with respect to the matter on which Thompson Coburn is to be employed as required by section 327(e) of the Bankruptcy Code, except for amounts owed by the Debtors for prepetition services rendered by Thompson Coburn totaling \$13,991.94. Neither Debtors nor Thompson Coburn believe that the amounts owed would in any way affect Thompson Coburn’s ability to effectively represent the Debtors in performing its services as special counsel.

14. Additionally, to the best of the Debtors’ knowledge, none of Thompson Coburn’s professionals (i) is a relative of the bankruptcy judge approving this Application or any trustee for the Office of the United States Trustee for the Southern District of New

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<sup>2</sup> On July 19, 2012, the Debtors, by motion, requested an Order Establishing Procedures for Interim Monthly Compensation and Reimbursement of Expenses of Professionals, by which professionals would be compensated on an interim basis, which the Court entered on August 2, 2012 [Dkt. No. 262].

York (the “**U.S. Trustee**”) or (ii) is connected with the bankruptcy judge approving this Application or the U.S. Trustee.

15. The Debtors have been informed that Thompson Coburn will conduct an ongoing review to ensure that no disqualifying circumstances have arisen, and, if any new facts or relationships that Thompson Coburn believes should be disclosed to this Court and the parties in interest in these cases are discovered, Thompson Coburn will file a supplemental disclosure with the Court and serve such supplemental disclosure on the U.S. Trustee. If any new material, relevant facts or relationships are discovered between review periods, Thompson Coburn will promptly file a supplemental disclosure with the Court and serve such supplemental disclosure on the U.S. Trustee. If the Debtors request that Thompson Coburn undertake any additional representation as described in paragraph 8(b) above, Thompson Coburn shall file a supplemental affidavit with the Court within five business days of: (1) the mailing of a demand letter stating that the Debtors will seek relief via alternative dispute resolution or litigation if certain action is not taken; or (2) the filing or service of any document initiating any form of alternative dispute resolution or litigation; or (3) the filing or service of any pleading or other document in response to the initiation of any form of alternative dispute resolution or litigation.

16. Accordingly, the Debtors believe that Thompson Coburn satisfies the requirements for employment as special counsel pursuant to section 327(e) of the Bankruptcy Code.

**Notice**

17. 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](http://www.PatriotCaseInfo.com)). In light of the relief requested, the Debtors submit that no further notice is necessary. Pursuant to paragraph 21 of the Case Management Order, if no objections are timely filed and served in accordance therewith, an order granting the relief requested herein may be entered without a hearing.

**No Previous Request**

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

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

Dated: New York, New York  
August 27, 2012

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**

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

**In re:**

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

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

**Chapter 11**

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

**(Jointly Administered)**

**ORDER AUTHORIZING THE EMPLOYMENT AND  
RETENTION OF THOMPSON COBURN LLC  
AS SPECIAL COUNSEL FOR THE DEBTORS  
NUNC PRO TUNC TO THE PETITION DATE**

Upon the application (the “**Application**”)<sup>2</sup> of Patriot Coal Corporation and its subsidiaries that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”), pursuant to section 327(e) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the Southern District of New York (the “**Local Bankruptcy Rules**”), for authorization to employ and retain Thompson Coburn LLC (“**Thompson Coburn**”) as special counsel for the Debtors *nunc pro tunc* to the Petition Date and to compensate Thompson Coburn, pursuant to the terms set forth in the Application; and upon the Declaration of Roman Wuller, a Partner of Thompson Coburn, filed in support of the Application, annexed to the Application as Exhibit B (the “**Wuller**

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<sup>1</sup> The Debtors are the entities listed on Schedule 1 attached to the Application. 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 Application.

**Declaration**”); and the Court being satisfied, based on the representations made in the Application and the Wuller Declaration, that, as required by section 327(e) of the Bankruptcy Code and section 5002 of the Bankruptcy Rules, Thompson Coburn and its professionals neither hold nor represent any interest adverse to the Debtors or their estates with respect to the matter on which Thompson Coburn is to be employed; and 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 in accordance with the Order Establishing Certain Notice, Case Management and Administrative Procedures entered by the Court on July 16, 2012 [ECF No. 84] 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 to employ and retain Thompson Coburn as their special counsel in the Debtors' chapter 11 cases, all as contemplated by the Application and on the terms provided in the Application and the Wuller Declaration, as modified herein; and it is further

ORDERED that Thompson Coburn is authorized to render the following professional services:

- a. Take all necessary or appropriate actions, on behalf of the Debtors, as debtors in possession, to prosecute the two pending lawsuits against customers for breach of their contractual obligations to purchase coal styled as *Patriot Coal Sales, LLC v. Keystone Industries, LLC*, case no. 2:12-cv-01808, pending in the United States District Court for the Southern District of West Virginia; and *Patriot Coal Sales, LLC v. Bridgehouse Commodities Trading Limited, et al.*, case no. 12-C-578, initially filed in the Circuit Court of Kanawha County, West Virginia, but now pending after removal in the United States District Court for the Southern District of West Virginia, case no. 2:12-cv-03653;
- b. Advise the Debtors and represent them, as needed, in any other disputes relating to any customer's failure to meet its obligations set forth in the parties' coal supply contracts, including but not limited to representing the Debtors in negotiations, alternative dispute resolution and/or litigation against customers

that are or are likely to be in breach of their contractual obligations to the Debtors;

c. Review and analyze coal sale contracts to identify issues, if any, arising from the filing of these Chapter 11 cases and advise the Debtors as to the same; and it is further

ORDERED that, if the Debtors request that Thompson Coburn undertake any additional representation as described in subparagraph b. above, Thompson Coburn shall file a supplemental affidavit with the Court within five business days of: (1) the mailing of a demand letter stating that the Debtors will seek relief via alternative dispute resolution or litigation if certain action is not taken; or (2) the filing or service of any document initiating any form of alternative dispute resolution or litigation; or (3) the filing or service of any pleading or other document in response to the initiation of any form of alternative dispute resolution or litigation; and it is further

ORDERED that Thompson Coburn shall be compensated for its services and reimbursed for any reasonable and necessary expenses and disbursements in accordance with the rates and disbursement policies as set forth in the Application, the Wuller 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 these chapter 11 cases establishing procedures for interim monthly compensation and reimbursement of expenses of professionals, and the United

States Trustee Guidelines (collectively, the “**Fee Guidelines**”) and any other applicable orders of this Court; and it is further

ORDERED that Thompson Coburn 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 ten business days’ notice must be provided by Thompson Coburn to the Debtors, the United States Trustee and any official committee prior to any increases in the hourly rates set forth in the Wuller Declaration, and such notice must be filed with the Court; and it is further

ORDERED that Thompson Coburn 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 Thompson Coburn shall not withdraw as the Debtors’ special 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 Wuller 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 Application are good and sufficient notice and satisfy Bankruptcy Rule 9014 by providing the parties 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: New York, New York

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

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THE HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE



## **EXHIBIT B**

Thompson Coburn LLP  
One US Bank Plaza, Suite 2700  
St. Louis, Missouri 63101  
Telephone: 314-552-6121  
Facsimile: 314-552-7121  
Roman P. Wuller

*Proposed Special Counsel to the Debtors  
and Debtors in Possession*

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

**In re:**

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

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

**Chapter 11**

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

**(Jointly Administered)**

**DECLARATION OF ROMAN P. WULLER AND DISCLOSURE STATEMENT  
OF THOMPSON COBURN LLC IN SUPPORT OF THE APPLICATION OF  
THE DEBTORS TO EMPLOY AND RETAIN THOMPSON COBURN LLC  
AS SPECIAL COUNSEL FOR THE DEBTORS**

Roman P. Wuller declares as follows:

1. I am a Partner of the Thompson Coburn LLP (“**Thompson Coburn**” or the “**Firm**”), a law firm with its principal office at St. Louis, Missouri, and other offices in Belleville, Illinois; Chicago, Illinois; and Washington D.C.

2. I submit this declaration (the “**Declaration**”) in connection with the application (the “**Application**”), dated August 24, 2012, of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for approval of the Debtors’

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<sup>1</sup> The Debtors are the entities listed on Schedule 1 attached to the Application. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors’ chapter 11 petitions.

retention of Thompson Coburn as their special counsel in the above-captioned chapter 11 cases at rates that reflect a negotiated discount from the rates that Thompson Coburn customarily charges to its other clients for work of this type, and in accordance with the Firm's normal reimbursement policies, in compliance with sections 329 and 504 of title 11 of the United States Code (the "**Bankruptcy Code**"), and to provide disclosure required under Rules 2014(a) and 2016(b) of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"). Unless otherwise stated in this Declaration, I have personal knowledge of the facts set forth herein.

3. To the extent it is brought to my attention that any information disclosed herein requires amendment or modification upon Thompson Coburn's completion of further review or as additional party in interest information becomes available to it, I intend to file a supplemental declaration reflecting such amended or modified information.

4. Subject to the qualifications herein and to the best of my knowledge, neither I, Christopher Hohn, or Mark Mattingly, nor any partner, counsel, or associate of the Firm represent or hold any interest adverse to the Debtors or their estates with respect to the matter on which Thompson Coburn is to be employed, except for amounts owed by the Debtors for prepetition services rendered by Thompson Coburn totaling \$13,991.94. I do not believe that the amounts owed would in any way affect Thompson Coburn's ability to effectively represent the Debtors in performing its services as special counsel.

5. Thompson Coburn has in the past represented, currently represents, and may in the future represent, the non-Debtor entities listed on Exhibit 1 (or their affiliates)

in matters unrelated to the matter on which Thompson Coburn is to be employed in the Debtors' pending chapter 11 cases. Some of those entities are, or may consider themselves to be, creditors or parties in interest in the Debtors' pending chapter 11 cases or to otherwise have interests in these cases. Thompson Coburn does not and will not represent any of the entities listed on Exhibit 1 in matters related to the Debtors' chapter 11 cases.

6. In preparing this Declaration, I relied on information brought to my attention pursuant to procedures Thompson Coburn has used to evaluate compliance with the requirements of the Bankruptcy Code and the Bankruptcy Rules regarding the retention of professionals by a debtor under the Bankruptcy Code (the "**Internal Review Procedures**"). Pursuant to the Internal Review Procedures, the Firm has taken the following actions to identify the parties relevant to this Declaration and to ascertain Thompson Coburn's connection to such parties: (1) Thompson Coburn has compared each of the entities identified in the list of Potential Parties In Interest provided by the Debtors (the "**Potential Parties In Interest**") against its conflicts database to ascertain the nature of Thompson Coburn's relationship, if any, with any of the Potential Parties In Interest; (2) each of the Potential Parties In Interest have been entered into Thompson Coburn's conflicts database so that, pursuant to and in accordance with established Thompson Coburn policies and procedures relating to the opening of new matters, any actual or potential relationships with any of the Potential Parties In Interest that may be created or changed by any future engagements may be identified and timely disclosed; and (3) Thompson Coburn has queried each partner, counsel and associate as to whether

they are related to, or have a connection with, the any of persons identified in the Potential Parties In Interest as being employed by the Office of the United States Trustee for the Districts of New York, Connecticut & Vermont or the Honorable Shelley C. Chapman or members of her chambers.

7. Disclosure with respect to any connections Thompson Coburn has or has had with the Debtors, their significant creditors, or any other significant Potential Parties In Interest, any of their respective accountants, this Court, or the Office of the United States Trustee for the Southern District of New York (the “**U.S. Trustee**”) or any employee of that office, insofar as I know or have been able to ascertain after reasonable inquiry, is set forth below:

(a) Of the Potential Parties In Interest, only U.S. Bank, N.A. and Union Pacific Railroad Company, together with their affiliates, accounted for more than 1% of Thompson Coburn’s revenues during the 12 months ended June 2012 (the “**1% Clients**”). Thompson Coburn represents U.S. Bank, N.A. and Union Pacific Railroad Company in certain discrete and unrelated matters. Thompson Coburn has not represented U.S. Bank, N.A. or Union Pacific Railroad Company in any matters related to the Debtors in the past two years. Thompson Coburn has considered the position of the 1% Clients in the Debtors’ cases and concluded that Thompson Coburn’s representation of the Debtors does not create any conflict of interest with the 1% Clients.

(b) Partners, counsel and associates of Thompson Coburn have previously been employed by various Potential Parties In Interest, or, when

previously employed by other professional services firms, may have performed services for various Potential Parties In Interest. However, I do not personally know of any such connections and do not believe any such connections would in any way affect Thompson Coburn's ability to effectively perform its services as special counsel.

(c) It is possible that former partners, counsel or associates are, or were, after leaving Thompson Coburn, affiliated with various Potential Parties In Interest. However, I do not believe any such connection would in any way affect Thompson Coburn's ability to effectively perform its services as special counsel.

(d) Thompson Coburn appears in cases, proceedings and transactions involving many different attorneys, accountants, financial consultants and investment bankers, some of which have represented in the past, represent now or may represent in the future claimants and other parties in interest in these cases. Thompson Coburn is not aware of any relationship it has with any such attorneys, accountants, financial consultants and investment bankers that would be adverse to the Debtors or their estates.

(e) It is possible that certain Potential Parties In Interest have provided, and in some cases continue to provide, services to Thompson Coburn. However, I do not believe any such services would in any way affect Thompson Coburn's ability to effectively perform its services as special counsel.

(f) In addition to the foregoing, after reasonable inquiry, I do not believe there is any connection between Thompson Coburn and the bankruptcy

judge approving the Application, the U.S. Trustee or any person known by me to be employed as an attorney with the U.S. Trustee.

8. The Debtors have been informed that Thompson Coburn will conduct an ongoing review of its files on each June 30 and December 31 that occurs during the Debtors' cases to ensure that no disqualifying circumstances have arisen, and, if any new facts or relationships that Thompson Coburn believes should be disclosed to this Court and the parties in interest in these cases are brought to my attention, Thompson Coburn will file a supplemental disclosure with the Court and serve such supplemental disclosure on the Office of the United States Trustee for the Southern District of New York. If any new material, relevant facts or relationships are discovered between the June 30 and December 31 review periods, Thompson Coburn will promptly file a supplemental disclosure with the Court and serve such supplemental disclosure on the U.S. Trustee.

9. Thompson Coburn will be compensated at rates that reflect a 10% discount from the rates that Thompson Coburn customarily charges other clients for work of this type. As of the Petition Date, the standard rates for timekeepers on this matter on an hourly basis were as follows:

<u>Timekeeper</u>	<u>Rate</u>
David Warfield, Partner	\$510
Roman Wuller, Partner	\$475
David Farrell, Partner	\$465
Christopher Hohn, Partner	\$430
Kathleen Kraft, Partner	\$350
Mark Mattingly, Partner	\$330
Matthew Guletz, Associate	\$300
David Mangian, Associate	\$240
Felicia Williams, Associate	\$220
Debra Loveless, Paralegal	\$170

Thompson Coburn will be compensated at rates that reflect a 10% discount from the aforementioned rates. Thompson Coburn may use other timekeepers, particularly those providing expertise in areas outside of litigation, in providing service to the Debtors.

10. It is Thompson Coburn's policy to charge its clients for certain expenses incurred in connection with providing certain client services, including, without limitation, travel, lodging, photocopying, postage, vendor charges, delivery service and other expenses incurred in providing professional services. Thompson Coburn intends to seek reimbursement for expenses and disbursements incurred in connection with the representation of the Debtors in accordance Thompson Coburn's policies 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 these chapter 11 cases establishing procedures for interim monthly compensation and reimbursement of expenses of professionals, and the United States Trustee Guidelines (collectively, the "**Fee Guidelines**") and any other applicable orders of this Court.

11. No promises have been received by Thompson Coburn, or, to the best of my knowledge after due inquiry, any partner, counsel, or associate thereof, as to payment or compensation in connection with these cases other than in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules



and the U.S. Trustee Guidelines. Thompson Coburn has no agreement with any other entity to share with such entity any compensation received by Thompson Coburn or by such entity.

12. Thompson Coburn intends to apply pursuant to section 330 of the Bankruptcy Code for allowances of compensation for professional services rendered in these chapter 11 cases and for reimbursement of actual and necessary expenses incurred in connection therewith in accordance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, the Fee Guidelines and any other applicable orders of the Court.

13. The foregoing constitutes the statement of Thompson Coburn pursuant to sections 327(e), 329 and 504 of the Bankruptcy Code and Bankruptcy Rules 2014(a) and 2016(b).

14. 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 is true and correct, and that this Declaration was executed on August 24, 2012.



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Roman P. Wuller  
Partner, Thompson Coburn LLP

**EXHIBIT 1**

**Exhibit 1 to Wuller Declaration<sup>1</sup>**

ACE American Insurance Company	Norfolk Southern Railway Company
ACE	Patriot Coal Company, L.P.
Affiliate of American Electric Power Co.	Patriot Coal Sales, LLC
Arch Coal, Inc.	Patriot Coal Services LLC
AT&T	Patriot Coal Receivables (SPV), Ltd.
AT&T Mobility	Peabody Coal
AT&T Teleconference Services	Peabody Energy Corp.
Banc of America Leasing & Capital, LLC	Peabody COALTRADE, LLC
Banc of America Securities LLC	Peabody Terminals, LLC
Bank of America (Corp., N.A., Leasing)	PEC Equipment Company, LLC (Peabody)
Bank of the West	PNC
Barclays Capital Inc.	PNC Bank
Barclays Bank PLC	PNC Capital Markets, LLC
Blue Cross Blue Shield	Private Bank, The
BMO Harris Equipment Finance	QuikTrip Corporation (QT)
BMO Harris Equipment Finance Company	RBS Asset Finance, Inc.
Bridgestone Americas Tire Operations, LLC	Scharf, Michael M.
Citibank, National Association	Siemens Financial Services (Inc.)
Constellation Energy Commodities	Sierra Club
CSX Transportation Inc.	Societe Generale (SocGen)
Duff & Phelps LLC	Suddenlink
Engelhardt, Irl. F.	Summitt Strategies Group
Fifth Third Bank	Tampa Electric Company
Fifth Third Leasing Company	ThyssenKrupp CSA Siderurgica
Fifth Third Securities, Inc.	Time Warner Cable
GE Capital TMS	US Bank National Association
GE Energy	UBS
GE Fleet Services	UBS Investment Bank
GE International	Union Pacific Railroad Company
GE Water	White Walnut Farms LLC
General Electric Capital Corporation	
Hartford	
HCC	
I.B.M. Corp.	
M&I Bank (Southwest Bank of St. Louis)	
Magnum Coal Co.	
Magnum Coal Company LLC	
Magnum Coal Sales LLC	
Merrill Lynch	
Merrill Lynch Capital	

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<sup>1</sup> Thompson Coburn currently represents, or has represented within the past two years, the entities listed on this Exhibit 1 or one or more of their affiliates.