

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re:

ARCH COAL, INC., *et al.*,

Debtors.<sup>1</sup>

**Chapter 11  
Case No. 16-40120-705**

**(Jointly Administered)**

**Related to Docket No. 601**

**ORDER ESTABLISHING DEADLINES FOR FILING PROOFS OF  
CLAIM AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF**

On March 22, 2016, Arch Coal, Inc. and its subsidiaries that are debtors and debtors in possession in these cases (collectively, the “**Debtors**”) filed a motion (the “**Motion**”)<sup>2</sup> for an order, pursuant to sections 105(a), 501, 502, 503(b)(9) and 1111(a) of the Bankruptcy Code, Bankruptcy Rules 3003(c)(3) and 9007 and Local Rules 3001 and 3003, establishing deadlines for the filing of proofs of claim and approving the form and manner of notice thereof. This Court having jurisdiction to consider the matters raised in the Motion pursuant to 28 U.S.C. § 1334; and it having authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and it having venue pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having represented that they provided proper and sufficient notice; and the Court having reviewed the Motion; and the relief requested in the Motion being in the best interests of the Debtors, their estates and their creditors; and the Court having determined that there exists the required basis

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

<sup>2</sup> Each capitalized term used herein but not otherwise defined herein shall have the meaning ascribed to it in the Motion.

for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation; the Court ORDERS that:

1. The relief requested in the Motion is hereby **GRANTED** as set forth herein.
2. Except as otherwise provided herein, all persons and entities (including, without limitation, individuals, partnerships, joint ventures, corporations, estates, and trusts), other than any Governmental Units, that assert a claim, as defined in section 101(5) of the Bankruptcy Code, against any Debtor that arose prior to the Petition Date (including, without limitation, claims entitled to priority under section 503(b)(9) of the Bankruptcy Code) shall file a proof of such claim in writing so that it is actually received at the Arch Coal Claims Processing Center or the web interface on or prior to **May 27, 2016 at 11:59 p.m.** (prevailing Central Time) (the **“General Bar Date”**).
3. Except as otherwise provided herein, each Governmental Unit that asserts a claim, as defined in section 101(5) of the Bankruptcy Code, against any Debtor that arose prior to the Petition Date shall file a proof of such claim in writing so that it is actually received at the Arch Coal Claims Processing Center or the web interface on or prior to **July 11, 2016 at 11:59 p.m.** (prevailing Central Time) (the **“Governmental Bar Date,”** the General Bar Date and the Governmental Bar Date each a **“Bar Date”** and collectively the **“Bar Dates”**).
4. The following procedures for filing proofs of claim are approved:
  - (a) proofs of claim must conform substantially to the proof of claim form attached as Exhibit A to the Motion (the **“Proof of Claim Form”**);
  - (b) proofs of claim must be filed either (i) electronically using the interface available on Prime Clerk’s website at <https://cases.primeclerk.com/ArchCoal/EPOC-Index> or (ii) by U.S. Mail, overnight courier or other hand-delivery system, which Proof of Claim must include an original signature, to the following address: Arch Coal, Inc. Claims Processing Center, c/o Prime Clerk, LLC., 830 Third Avenue, 3rd Floor, New York, New York 10022 (the **“Arch Coal Claims Processing Center”**);

- (c) proofs of claim sent by facsimile, telecopy or email shall not be accepted;
- (d) proofs of claim shall be deemed timely filed only if *actually received* at the Arch Coal Claims Processing Center or the web interface on or prior to 11:59 p.m. (prevailing Central Time) on the applicable Bar Date;
- (e) proofs of claim must (i) be signed by the claimant or, if the claimant is not an individual, by an authorized agent of the claimant; (ii) include supporting documentation (if voluminous, attach a summary) or an explanation as to why such documentation is not available; (iii) be written in the English language; and (iv) be denominated in lawful currency of the United States; *provided, however*, that the Debtors shall have the right to convert a claim denominated in non-U.S. currency into U.S. currency using the applicable exchange rate as of the Petition Date;
- (f) proofs of claim must specify by name the Debtor against which the claim is filed; unless otherwise provided herein, if the holder asserts a claim against more than one Debtor or has claims against different Debtors, a separate proof of claim form must be filed with respect to each Debtor, *provided*, that if any proof of claim does not clearly specify the name of the Debtor against which the claim is filed, Prime Clerk and the Debtors shall administer such Claim as though it was filed against Arch Coal, Inc, unless a different case number is clearly specified; and
- (g) with respect to any 503(b)(9) Claim, the proof of claim must (a) set forth (i) the particular goods on which the 503(b)(9) Claim is based, (ii) the quantity or dollar value of the 503(b)(9) Goods, (iii) the date the 503(b)(9) Goods were delivered to the Debtors and (iv) the invoice numbers and/or purchase order numbers applicable to the 503(b)(9) Goods and (b) be accompanied by the applicable invoice(s) and bill(s) of lading or other documentation establishing proof of delivery and proof of the date of delivery of the 503(b)(9) goods.

5. The following persons or entities need not file a proof of claim on or prior to the applicable Bar Date:

(a) any person or entity that has *already* properly filed a proof of claim against the applicable Debtor or Debtors with the Clerk of the Bankruptcy Court for the Eastern District of Missouri or the Arch Coal Claims Processing Center in a form substantially similar to the Proof of Claim Form (as defined below);

(b) any person or entity whose claim is listed on the Schedules; *provided* that (i) the claim is *not* scheduled as “disputed,” “contingent” or “unliquidated,” (ii) the claimant agrees with the amount, nature and priority of the claim as set forth in the Schedules *and* (iii) the claimant agrees that the claim is an obligation of the specific Debtor against which the claim is listed on the Schedules;

(c) any person or entity that holds a claim that has been allowed by an order of the Court entered on or prior to the applicable Bar Date;

(d) any person or entity whose claim has been paid in full by any of the Debtors;

(e) any current employee of the Debtors, solely with respect to any claim based on the payment of an obligation arising in the ordinary course of business and previously authorized to be paid by the *Order Authorizing (I) Debtors to (A) Pay Prepetition Wages, Salaries, Employee Benefits and Other Compensation and (B) Maintain Employee Benefits Programs and Pay Related Administrative Obligations, (II) Current and Former Employees to Proceed with Outstanding Workers' Compensation Claims and (III) Financial Institutions to Honor and Process Related Checks and Transfers* entered on January 13, 2016 [ECF No. 57]; *provided, however*, that if the Debtors provide written notice to any current employee stating that the Debtors do not intend to pay such claim, such employee shall have until the later of (i) the General Bar Date and (ii) thirty days from the date of service of such written notice to file a proof of claim in respect of such claim;

(f) any person or entity that holds a claim for which specific deadlines other than the Bar Dates have been fixed by an order of the Court entered on or prior to the applicable Bar Date;

(g) any person or entity that holds a claim allowable under sections 503(b) and 507(a) of the Bankruptcy Code as an expense of administration (other than any claim allowable under section 503(b)(9) of the Bankruptcy Code);

(h) any current officer, director or employee of the Debtors that holds a claim based on indemnification, contribution or reimbursement;

(i) any Debtor;

(j) any entity that is wholly-owned by a Debtor;

(k) any person or entity that holds an interest in any Debtor, which interest is based exclusively upon the ownership of common stock or warrants, rights or options to purchase, sell or subscribe to common stock; *provided, however*, that interest holders who wish to assert claims (as opposed to ownership interests) against any of the Debtors (including claims for damages, rescission, reimbursement or contribution) that arise out of or relate to the purchase or sale of an interest or otherwise in respect of such interest must file a proof of claim with respect to such claim on or prior to the applicable Bar Date;

(l) any person or entity that holds a claim under that certain Amended and Restated Credit Agreement, dated as of June 14, 2011, among Arch Coal, Inc., as Borrower, Wilmington Trust, N.A., as Administrative Agent and Collateral Agent, and the Lenders party thereto from time to time (as amended, restated, supplemented or modified from time to time) (the "**Prepetition Credit Agreement**") and the related

transaction documents (collectively, the “**Prepetition Loan Documents**”). The term loan administrative agent, collateral agent and control agent (collectively, the “**Prepetition Agent**”) under the Prepetition Loan Documents is authorized to file in the Debtors’ lead chapter 11 case *In re Arch Coal, Inc., et al.*, (Case No. 16-40120) a single, master proof of claim on behalf of itself and the lenders party to the Prepetition Credit Agreement from time to time (together, the “**Prepetition Lender Parties**”) on account of any and all of their respective claims arising under the Prepetition Loan Documents and the *Final Order (I) Authorizing Debtors (A) To Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 363(b), 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e) and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (II) Granting Adequate Protection to Prepetition Agent and the Prepetition Lenders pursuant to 11 U.S.C. §§ 361, 362, 363, 364 and 507(b)*, entered by the Bankruptcy Court on February 25, 2016 [ECF No. 415] (the “**Master Proof of Claim**”) against each of the Debtors. Upon the filing of the Master Proof of Claim against each of the Debtors, the Prepetition Agent and each Prepetition Lender Party, and each of their respective successors and assigns, shall be deemed to have filed a proof of claim in the amount set forth opposite its name therein in respect of its claims against each of the Debtors of any type or nature whatsoever with respect to the Prepetition Loan Documents, and the claim of each Prepetition Lender Party (and each of its respective successors and assigns), named in the Master Proof of Claim shall be treated as if such entity had filed a separate proof of claim in each of these bankruptcy cases. The Prepetition Agent shall not be required in the Master Proof of Claim to identify whether any Prepetition Lender Party acquired its claim from another party and the identity of any such party or to amend the Master Proof of Claim to reflect a change in the holders of the claims set forth therein or a reallocation among such holders of the claims asserted therein resulting from the transfer of all or any portion of such claims. The Prepetition Agent shall not be required to file with the Master Proof of Claim any instruments, agreements or other documents evidencing the obligations owing by each of the Debtors to the Prepetition Lender Parties, which instruments, agreements or other documents will be provided upon written request to counsel to the Prepetition Agent;

(m) any person or entity that holds a claim under (i) that certain Second Amended and Restated Receivables Purchase Agreement (the “**RPA**”) among Arch Receivable Company, LLC (“**Arch Receivable**”), as seller, Arch Coal Sales Company, Inc. (“**Arch Sales**”), as initial servicer, PNC Bank, National Association (“**PNC Bank**”) as administrator (in such capacity, the “**Administrator**”) and issuer of letters of credit thereunder (in such capacity, the “**LC Bank**”) and the other parties party thereto from time to time, as securitization purchasers (collectively with the LC Bank, the “**Securitization Purchasers**”), (ii) that certain Amended and Restated Purchase and Sale Agreement (the “**PSA**”) among Arch Coal, Inc. (“**Arch Coal**”) and certain subsidiaries of Arch Coal as originators (collectively, the “**Subsidiary Originators**”), (iii) that certain Amended and Restated Sale and Contribution Agreement (the “**SCA**” and collectively with the RPA and the PSA, the “**Receivables Agreements**”) between Arch Coal and Arch Receivable, (iv) each of the other instruments and agreements related to the securitization facility contemplated by the Receivables Agreements (the “**Securitization Facility**”), including notably, but without limiting the generality of the foregoing: (1) that certain Second Amended and Restated Performance Guaranty by Arch Coal in favor of

PNC Bank, National Association for the benefit of the Securitization Purchasers, (2) that certain Originator Performance Guaranty by each Subsidiary Originator in favor of the Administrator for the benefit of the Securitization Purchasers, (3) that certain Blocked Account Agreement, dated as of February 3, 2006, among Arch Receivable, Arch Sales and the Administrator, (4) that certain Eighth Amended and Restated Purchaser Group Fee Letter among PNC Bank, in its capacities as Administrator, LC Bank and Securitization Purchaser, Arch Coal, Arch Sales and Arch Receivable, (5) that certain Amended and Restated Purchaser Group Fee Letter, among Regions Bank as Securitization Purchaser, Arch Coal, Arch Sales and Arch Receivable; and (6) that certain No Proceedings Letter Agreement, among Arch Coal, the Administrator and Wilmington Trust, National Association as term loan administrative agent and collateral agent (the “**Existing Agent**”) under Arch Coal’s Amended and Restated Credit Agreement, dated June 14, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time) among Arch Coal, as borrower, the guarantors from time to time party thereto and the Existing Agent; and

(n) any person or entity whose claim is limited exclusively to the repayment of principal, interest and other fees and expenses (“**Debt Claim**”) under the agreements governing any debt security issued by or for the benefit of the Debtors pursuant to an indenture (“**Indenture**”), to the extent that the relevant Indenture Trustee (as defined below) files a proof of claim authorized by clause (ii) below; *provided, however,* that (i) the foregoing exclusion in this subparagraph shall not apply to the indenture trustee under the applicable indenture (“**Indenture Trustee**”), (ii) each Indenture Trustee shall be authorized to file a single proof of claim against Debtor Arch Coal, Inc., on or before the applicable Bar Date, and the filing of such proof of claim by an Indenture Trustee will be deemed to constitute the filing of a proof of claim against all Debtors against whom a claim may be asserted under the applicable Indenture, (iii) each Indenture Trustee will be permitted, in lieu of attaching voluminous documentation, to file with its proof of claim a summary of the applicable Indenture and other operative documents, on the condition that such documents will be made available by the Indenture Trustee within ten (10) business days after receipt of a written request from a party in interest and (iv) any holder of a Debt Claim wishing to assert a claim against any or all Debtors, other than a Debt Claim arising out of or relating to an Indenture, shall be required to file a proof of claim with respect to such claim on or before the applicable Bar Date, unless another exception identified herein applies.

6. Each agency of the United States federal government is authorized to file a master proof of claim that shall have the same effect as if it had filed a proof of claim against each Debtor on account of the claim asserted in the master proof of claim notwithstanding paragraph 4(f) of this Order but subject to all other terms of this Order.

7. Any person or entity that holds a claim that arises from the rejection of an executory contract or unexpired lease must file a proof of claim based on such rejection by the

later of (a) the applicable Bar Date and (b) thirty days after notice by the Debtors of the entry of an order authorizing rejection to which the claim relates; *provided, however*, that a party to an executory contract or unexpired lease that asserts a claim on account of unpaid amounts accrued and outstanding as of the Petition Date pursuant to such executory contract or unexpired lease (other than a rejection damages claim) must file a proof of claim for such amounts on or prior to the applicable Bar Date unless an exception identified in the preceding paragraph applies.

8. Any submitted proof of claim shall be made publicly available on the Debtors' case information website (located at <https://cases.primeclerk.com/archcoal>).

9. With respect to those holders of claims listed on the Schedules, the Debtors shall mail one or more proof of claim forms (as appropriate) substantially similar to the Proof of Claim Form, indicating on each Proof of Claim Form how the Debtors have scheduled such creditor's claim in the Schedules (including the identity of the Debtor, the amount of the claim and whether the claim has been scheduled as contingent, unliquidated or disputed).

10. Pursuant to Bankruptcy Rule 3003(c), any holder of a claim against one or more of the Debtors who is required, but fails, to timely file a proof of such claim in appropriate form in accordance with the terms of this Order shall be forever barred, estopped and enjoined from asserting such claim against the Debtors (or filing a proof of claim with respect thereto), and the Debtors, their chapter 11 estates, their successors and their respective property will be forever discharged from any and all indebtedness or liability with respect to such claim, and such holder shall not be permitted to vote to accept or reject any plan of reorganization filed in these chapter 11 cases, or participate in any distribution in these chapter 11 cases on account of such claim or to receive further notices regarding such claim.



11. The Bar Date Notice is approved and shall be deemed adequate and sufficient if a copy is served by first-class mail within five business days of entry of this Order on:

- (a) the Office of the United States Trustee for the Eastern District of Missouri;
- (b) counsel to the official committee of unsecured creditors appointed in these chapter 11 cases (the “**Committee**”);
- (c) all persons or entities that have requested notice of the proceedings in these chapter 11 cases as of the date of the Bar Date Order;
- (d) all persons or entities that have filed claims in these chapter 11 cases as of the date of the Bar Date Order;
- (e) all known holders of prepetition claims listed on the Schedules at the addresses stated therein;
- (f) all counterparties to the Debtors’ executory contracts and unexpired leases listed on the Schedules at the addresses stated therein;
- (g) all parties to litigation with the Debtors as of the date of the Bar Date Order;
- (h) the Internal Revenue Service, the Securities and Exchange Commission, the United States Environmental Protection Agency, the United States Attorney’s Office for the Eastern District of Missouri and any other required governmental units;
- (i) the Core Parties (as defined in the Case Management Order); and
- (j) such additional persons and entities as deemed appropriate by the Debtors.

12. After the initial mailing of the Bar Date Notice, the Debtors may, in their discretion, make supplemental mailings of notices, including in the event that: (a) notices are returned by the post office with forwarding addresses;<sup>3</sup> (b) certain parties acting on behalf of parties in interest (*e.g.*, banks and brokers with respect to noteholders and equity or interest holders) decline to pass along notices to these parties and instead return their names and addresses to the Debtors for direct mailing; (c) additional potential claimants become known as

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<sup>3</sup> However, if notices are returned as “return to sender” without a forwarding address, the Debtors shall not be required to mail additional notices to such creditors.



the result of the Bar Date noticing process; and (d) any entity identified in the Schedules that was not served with the Bar Date Notice as part of the initial mailing. In this regard, the Debtors request that the Court permit them to make supplemental mailings of the Bar Date Package in these and similar circumstances at any time up to twenty-one days in advance of the Bar Date, with any such mailings deemed timely and the Bar Date being applicable to the recipient creditors.

13. If the Debtors amend or supplement the Schedules subsequent to the date hereof but prior to service of the Bar Date Notice, then service of the personalized Proof of Claim Form attached to the Bar Date Notice and posting such supplement and amended Schedules, marked to show the impact of the supplement or amendment, on the Debtors' case information website (located at <https://cases.primeclerk.com/archcoal>) shall be good and sufficient notice under Bankruptcy Rule 1009(a), and no other notice of amendment of the Schedules shall be required.

14. If the Debtors amend or supplement the Schedules subsequent to the service of the Bar Date Notice in a manner that would add a new claim, reduce the undisputed, non-contingent or liquidated amount of a claim, or change the nature or classification of a claim, then the Debtors shall (1) post the supplement and amended Schedules, marked to show the impact of the supplement or amendment, on the Debtors' case information website (located at <https://cases.primeclerk.com/archcoal>) and (2) give notice of any amendment or supplement to the holders of claims affected thereby, and such holders shall be required to file a proof of claim in respect of such claim by the later of (i) the applicable Bar Date and (ii) thirty days after such claimant is served with notice that the Debtors have amended their Schedules in a manner that affects such creditor as described in this paragraph, or be barred from doing so.

15. Pursuant to Bankruptcy Rule 2002(l), the Debtors shall publish notice of the Bar Dates substantially in the form of the Publication Notice once in each of *The Wall Street Journal, National Edition*; *St. Louis Post Dispatch*, a St. Louis, Missouri newspaper; *Charleston Gazette Mail*, a Charleston, West Virginia newspaper; *Morgantown Dominion Post*, a Morgantown, West Virginia newspaper; *Huntington Herald-Dispatch*, a Huntington, West Virginia newspaper; *Coalfield Progress*, a Wise County, Virginia newspaper; *The Dickenson Star*, a Clintwood, Virginia newspaper; *The Post*, a Big Stone Gap, Virginia newspaper; *Lexington Herald-Leader*, a Lexington, Kentucky newspaper; *Owensboro Messenger-Inquirer*, an Owensboro, Kentucky newspaper; *The State Journal-Register*, a Springfield, Illinois newspaper; *Grand Junction Sentinel*, a Grand Junction, Colorado newspaper; *Salt Lake City Tribune*, a Salt Lake City, Utah newspaper; *Rawlins Daily Times*, a Rawlins, Wyoming Newspaper; *Gillette News-Record*, a Gillette and Campbell County, Wyoming newspaper; and *Daily Mountain Eagle*, a Walker County, Alabama newspaper, in each case as soon as practicable after entry of this Order, and shall also post a copy of the Publication Notice and the Proof of Claim Form on the Debtors' Case Information Website (located at <https://cases.primeclerk.com/archcoal>), which Publication Notice is hereby approved and shall be deemed good, adequate and sufficient notice of the Bar Dates.

16. The Notice Procedures are hereby approved and shall be deemed good, adequate and sufficient notice for all relevant purposes.

17. Nothing in this Order shall prejudice the right of any party in interest to object to any proof of claim, whether filed or scheduled, on any grounds, or to dispute or assert offsets or defenses to any claim reflected on the Schedules or any amendments thereto, as to amount,

liability, classification or otherwise or to subsequently designate any claim as disputed, contingent, unliquidated or undetermined.

18. Entry of this Order is without prejudice to the right of the Debtors to seek a further order of the Court fixing a date by which holders of claims or interests not subject to the Bar Dates established herein must file such proofs of claim or interest or be barred from doing so.

19. Notwithstanding anything to the contrary herein, to the extent there is any inconsistency between this Order and the final order authorizing the Debtors to obtain postpetition financing and utilize cash collateral [ECF No. 415] (the “**DIP Order**”), the terms of the DIP Order shall control.


20. Notwithstanding any Bankruptcy Rule (including, but not limited to, Bankruptcy Rule 6004(h)) or Local Rule of the Bankruptcy Court for the Eastern District of Missouri that might otherwise delay the effectiveness of this Order, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

21. The Debtors and Prime Clerk are authorized to take all such actions as are necessary to implement the terms of this Order.

22. The Debtors have represented that proper, timely, adequate and sufficient notice of the Motion has been provided in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules of the Bankruptcy Court for the Eastern District of Missouri.

23. No later than 24 hours after the date of this Order, the Debtors shall serve a copy of this Order on the Notice Parties and, no later than 24 hours after such service, the Debtors shall file a certificate of service with the Court.

DATED: April 8, 2016  
St. Louis, Missouri 63102  
mtc

  
CHARLES E. RENDLEN, III  
U.S. Bankruptcy Judge

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