

**BEFORE THE  
SURFACE TRANSPORTATION BOARD**

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**SURFACE TRANSPORTATION BOARD FINANCE DOCKET NO. 30186**

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**TONGUE RIVER RAILROAD COMPANY, INC. – RAIL CONSTRUCTION  
AND OPERATION – IN CUSTER, POWDER RIVER  
AND ROSEBUD COUNTIES, MT**

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**NORTHERN PLAINS RESOURCE COUNCIL AND ROCKER SIX CATTLE  
CO.'S NOTICE OF OTTER CREEK COAL LEASE TERMINATION**

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Attorneys for Northern Plains Resource  
Council and Rocker Six Cattle Co.

April 15, 2016

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SURFACE TRANSPORTATION BOARD**

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TRRC has repeatedly relied on misleading half-truths in its filings to support what has been at best a speculative project for more than three decades. Most recently, TRRC again asked the Board to hold this proceeding in abeyance indefinitely by arguing the Otter Creek mine is still viable. TRRC stated that “Arch still holds a valuable lease *from the State of Montana* for the Otter Creek tracts, for which it paid millions of dollars” and that “an economic case for mining at Otter Creek” is reflected in the record of this proceeding and in the Office of Environmental Analysis’ (“OEA”) April 15, 2015 Draft Environmental Impact Statement (“DEIS”).<sup>1</sup> However, TRRC omitted an astoundingly important fact that did not surface publicly until recently—that Arch Coal’s lease for more than half of the Otter Creek coal tracts was terminated months ago by Great Northern Properties Limited Partnership (“Great Northern Properties”).<sup>2</sup> TRRC likely

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<sup>1</sup> Reply of Tongue River Railroad Company, Inc. to Response of Northern Plains Resource Council to Supplement to Petition of Tongue River Railroad Company, Inc. to Hold Proceeding in Abeyance (Apr. 5, 2016) at 1–2 (emphasis added).

<sup>2</sup> A copy of Great Northern Properties’ filing and the lease termination notice is attached as Exhibit A. Northern Plains only became aware of this information on April 11, 2016 when Great Northern Properties filed the lease termination letter in the Arch bankruptcy proceeding.

withheld this material fact because the lease termination is fatal to the very existence of the Otter Creek mine project. As the extensive record in this proceeding shows, the existence of the Otter Creek mine under virtually any conceivable market conditions depends on Arch's consolidation of lease rights to the entire "checkerboard" of Otter Creek coal tracts.

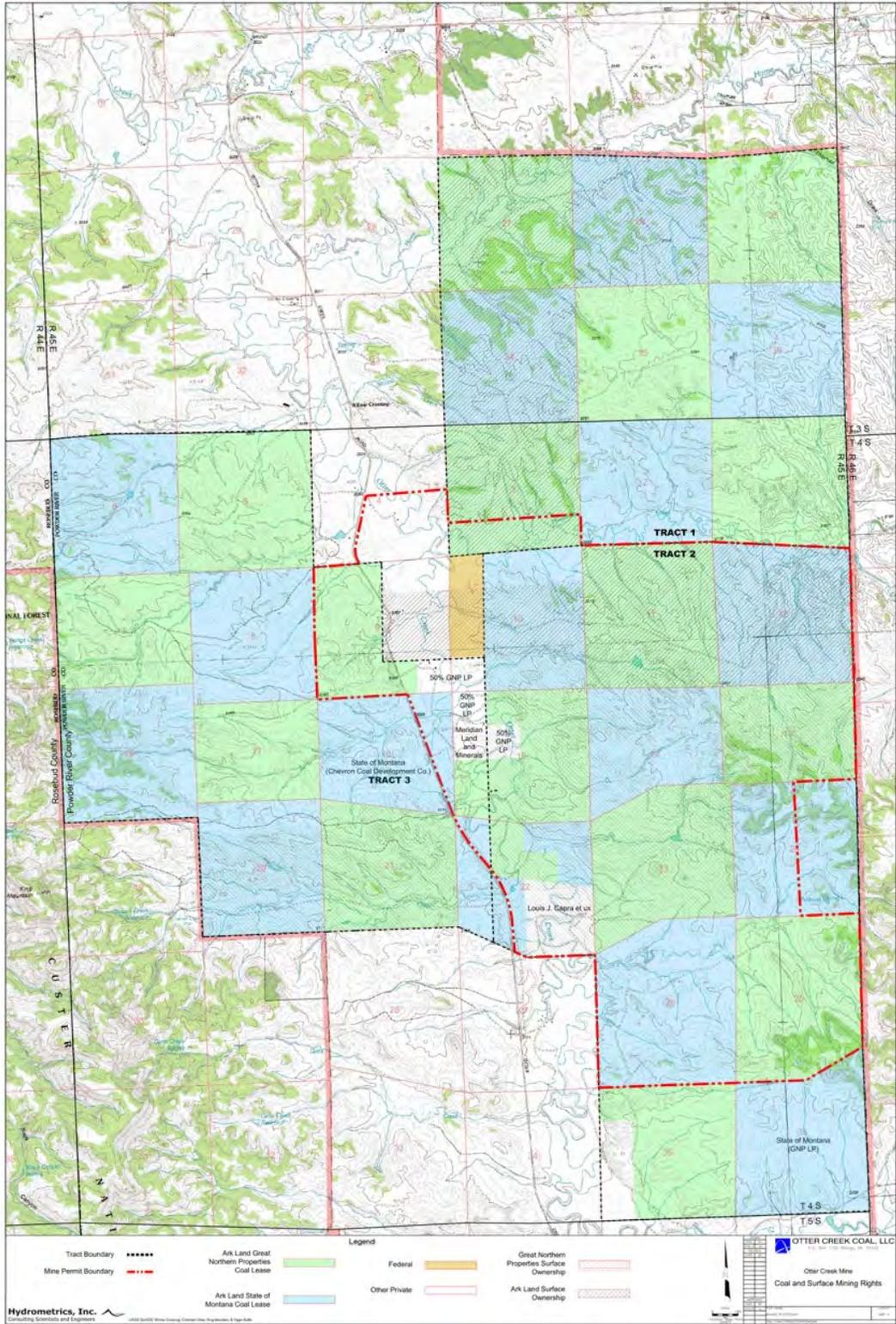
Figure 1 below is a map of ownership interests in the Otter Creek coal tracts from the Otter Creek mine permit application with the Montana Department of Environmental Quality. The map shows that Otter Creek coal tracts are owned in a "checkerboard" configuration such that contiguous tracts are under separate ownership. The green tracts are owned by Great Northern Properties and the purple tracts are owned by the State of Montana. In 2009, Arch Coal, through its wholly owned subsidiary Ark Land Company, leased Great Northern Properties' coal reserves at Otter Creek. Arch consolidated its lease interests in 2010 when the State of Montana leased the remaining Otter Creek reserves to Ark.

As TRRC stated in earlier filings, "[t]he lease of the Otter creek tracts by the State of Montana to Arch has facilitated the aggregation of the substantial coal resource in the Otter Creek area *so as to allow for the development of that resource.*"<sup>4</sup> TRRC's expert witness confirmed as much, stating that "[b]y purchasing the mining rights to [both] these

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<sup>4</sup> Tongue River Railroad Company's Reply Comments in Support of its Supplemental Application for Construction and Operation Authority (Jun. 7, 2013) at 31 (emphasis added).

Figure 1



properties, which divide the reserves in a ‘checkerboard’ manner, Arch *created the ability to economically mine the Otter Creek tract as a contiguous property.*”<sup>5</sup> Without lease rights to both sets of properties, Arch is no longer able to economically mine the Otter Creek tracts.

This is illustrated further by comparing the Otter Creek mine plan map, Figure 2 below, with the ownership map in Figure 1.<sup>6</sup> The mine plan map, on which both the Otter Creek mine and Tongue River Railroad depend, shows that Arch needs access to tracts owned by both the State of Montana *and* Great Northern Properties. Figure 2 shows that the actual area to be mined, represented by the solid red line, includes huge swaths of Great Northern Properties tracts to which Arch no longer holds any legal claim. TRRC’s claim that the extensive record in this proceeding, including the DEIS, supports an economic case for Otter Creek and the Tongue River Railroad is incredibly misleading. Even assuming the record did support such a conclusion, which it most certainly does not, the record presumes Arch has lease rights to the entire checkerboard of Otter Creek coal tracts, and that is no longer true. Any favorable inferences for the Otter Creek mine and Tongue River Railroad that could possibly be drawn from the record are no longer valid.

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<sup>5</sup> Rebuttal Verified Statement of Seth Schwartz in Support of the Tongue River Company’s Reply to Northern Plains Resource Council and Rocker Six Cattle Co.’s Surreply (Aug. 9, 2013) at 17.

<sup>6</sup> The mine plan map is from the Otter Creek mine permit application to the Montana Department of Environmental Quality.

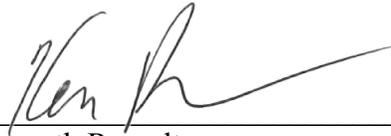


## CONCLUSION

The termination of Arch's lease with Great Northern Properties is fatal to the Otter Creek mine and Tongue River Railroad. TRRC should have disclosed this critical fact to the Board long ago and its intentional omission of that fact is telling. That TRRC has kept this critical information from the Board demands now more than ever that the Board dismiss TRRC's application with prejudice.<sup>11</sup>

April 15, 2016

Respectfully submitted,



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P.O. Box 96 – 164 Chelsea St.  
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Attorneys for Northern Plains Resources Council  
and Rocker Six Cattle Co.

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<sup>11</sup> See also Northern Plains Resource Council and Rocker Six Cattle Co.'s Motion to Dismiss and Reply to Tongue River Railroad Company, Inc.'s Petition to Hold Proceeding in Abeyance (Dec. 11, 2015).

**CERTIFICATE OF SERVICE**

I certify that the foregoing has been served by U.S. mail on all parties of record this 15<sup>th</sup> day of April 2016.

A handwritten signature in black ink, appearing to read "Ken Rumelt", written over a horizontal line.

Ken Rumelt  
Attorney for Northern Plains Resources Council

# **Exhibit A**

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

_____ )	Chapter 11
In re: )	
ARCH COAL, INC., <i>et al.</i> , )	Case No. 16-40120-705
Debtors. )	(Jointly Administered)
_____ )	[Related Doc. Nos. 397 and 649]

**OBJECTION OF GREAT NORTHERN PROPERTIES LIMITED  
PARTNERSHIP TO DEBTORS' NOTICE OF REJECTION OF  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND THE  
ABANDONMENT OF PERSONAL PROPERTY FILED ON APRIL 2, 2016**

Comes now Great Northern Properties Limited Partnership ("Great Northern"), by counsel, and objects to the Debtors' *Notice of Rejection of Executory Contracts and Unexpired Leases and Abandonment of Personal Property* filed herein on April 2, 2016 (Docket No. 649) (the "Notice") pursuant to the *Order Approving Procedures for the Rejection of Executory Contracts and Unexpired Leases and the Abandonment of Personal Property* (Docket No. 397), which approved procedures for the rejection of Contracts and Leases and the abandonment of Expendable Property (the "Rejection Procedures Order").<sup>1</sup> In support of its objection, Great Northern states the following:

**Preliminary Statement**

Great Northern objects to the Debtors' purported rejection of a certain Coal Mining Lease dated as of November 12, 2009 on the grounds that Great Northern terminated the Lease pre-emption by letter dated November 30, 2015. Therefore, there is no lease agreement for the Debtors to assume or reject. In addition, Great Northern objects to the Debtors' stated intention

<sup>1</sup> Capitalized terms not defined herein shall have the meaning ascribed to them in the Notice and Rejection Procedures Order.

to abandon certain drill core samples on the grounds that the Debtors have not complied with the Rejection Procedures Order.

**Relevant Procedural History**

1. The Debtors each filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code on January 11, 2016 (the “Petition Date”) in this Court.

2. The Debtors continue in possession of their property and continue to operate and manage their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner.

3. The Debtors’ cases are being jointly administered pursuant to Bankruptcy Rule 1015(b) and the *Order Directing Joint Administration of Chapter 11 Cases* entered by this Court on January 13, 2016 in each of the Debtors’ cases.

4. On February 24, 2016, this Court entered the Rejection Procedures Order.

5. On April 1, 2016, the Debtors filed the Notice.

6. Great Northern and debtor Ark Land Company (“Ark”) were parties to a Coal Mining Lease dated as of November 12, 2009 (the “Lease”) regarding certain “Leased Premises,” as defined in the Lease.

7. Prior to the Petition Date, Great Northern terminated the Lease by letter dated November 30, 2016. A true and correct copy of the November 30, 2015 letter is attached hereto as Exhibit 1 and incorporated herein.

8. Thereafter, by letter dated March 24, 2016, the Debtors notified Great Northern of their intent to dispose of certain drill core samples consisting of “the pulverized remains of all coal core samples . . . and the pulverized remains of all rotary-drilled, overburden chip samples . . .” although the Debtors have not included this property on any notice pursuant to the

Rejection Procedures Notice. A true and correct copy of the March 24, 2016 letter is attached hereto as Exhibit 2 and incorporated herein.

**Facts in Support of Objection**

9. Pursuant to Section 4.5 of the Lease, Ark was required to pay Great Northern an Advance Minimum Royalty payment of \$3,500,000 on the November 12 anniversary of the Lease Date (the "Advance Minimum Royalty").

10. Pursuant to an April 16, 2015, letter agreement amending the Lease, Ark was required to pay Great Northern the Increased Execution Bonus of \$1,000,000 on or before November 18, 2015 ("Increased Execution Bonus").

11. Prior to the Petition Date, Ark failed to pay the Advance Minimum Royalty that was due to Great Northern on November 12, 2015.

12. In accordance with Section 7 of the Lease, by notice dated November 13, 2015, Great Northern notified Ark that it was in default under the terms of the Lease because of Ark's failure to pay the Advance Minimum Royalty when due on November 12, 2015.

13. Prior to the Petition Date, Ark failed to pay the Increased Execution Bonus on November 18, 2015.

14. In accordance with Section 7 of the Lease, by notice dated November 19, 2015, Great Northern notified Ark that it also was in default under the terms of the Lease because of Ark's failure to pay the Increased Execution Bonus when due on November 18, 2015.

15. Finally and in accordance with Section 7 of the Lease, by letter dated November 30, 2015, Great Northern notified Ark that because Ark had not timely cured the default regarding payment of the Advanced Minimum Royalty, Great Northern had terminated the Lease effective November 30, 2015.

**Argument**

16. Because the Lease was terminated on November 30, 2015, a date prior to the Petition Date, there is no lease for the Debtors to assume or reject. “If the contract has expired by its own terms or has been terminated prior to the commencement of the bankruptcy case, then there is nothing left to assume or reject.” *In re Interco, Inc.*, 135 B.R. 634, 635 (Bankr. E.D. Mo. 1992), (citing *2 Collier on Bankruptcy Procedure* ¶365.02 (15th Ed. 1991); see also *Phillips v. Huffman (In re Huffman)*, 171 B.R. 649 (Bankr. W.D. Mo. 1994).

17. Furthermore, although the Lease was terminated prior to the Petition Date and therefore is not a part of Ark’s bankruptcy estate, Ark still has post-termination obligations to Great Northern, including, without limitation,

- (a) the indemnity obligations contained in Section 5 of the Lease;
- (b) the compliance with laws provisions contained in Section 6.3 of the Lease;
- (c) the obligations identified in Section 6.4 of the Lease, entitled “Permits, Mine Plans, Mining Engineer; Duties; ”
- (d) the obligations identified in Section 6.5 of the Lease, entitled “Surface Damage;”
- (e) the obligations identified in Section 6.9 of the Lease, entitled “Records; Inspection of Premises;”
- (f) the obligations identified in Section 7 of the Lease, including specifically, but without limitation, Ark’s obligation pursuant to Section 7 to deliver to Great Northern

all data in Lessee’s possession or control, of every kind and description, which has not previously been delivered to the Lessor, relating to the Leased Premises including but not limited to geologic and hydrologic data, reports, maps, logs, coal reserve

information, title information, environmental studies and reports, mine maps, geotechnical data, isopach maps pertaining to overburden, sulfur, ash, sodium, heat content, and undamaged drill cores and other pertinent data relating to the Leased Premises and the coal underlying the Leased Premises;

- (g) the obligations as set forth in Section 12 of the Lease; and
- (h) the obligations set forth in Section 15 of the Lease regarding removal of property and regarding the Debtors' obligations "to assign, lease, sublease or otherwise transfer" the Debtors' surface or mineral rights or development rights with respect to "Other Property" (as defined therein).

18. Specifically, and without limiting in any way Ark's obligations after termination of the Lease, as set forth in the Lease and as referenced in the immediately preceding paragraph, Ark must surrender to Great Northern all laboratory archive samples from drilling conducted in 2011.

19. By letter dated March 24, 2016, Ark informed Great Northern that, notwithstanding this obligation, it intends to dispose of the core drilling samples by April 30, 2016. However, the Debtors have not provided notice of its intention to dispose of these samples in accordance with the Rejection Procedures Order. Accordingly, any abandonment or disposal of this property without first complying with the Rejection Procedures Order would be improper.

20. For the foregoing reasons, Great Northern objects to the Notice based on its inclusion of the Lease, which was terminated prior to the Petition Date, on the schedule of leases to be rejected. In addition, Great Northern objects to the Debtors' abandonment of certain personal property consisting of the core drilling samples without first complying with the Rejection Procedures Order.

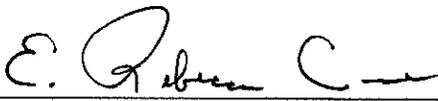
21. Michael D. Mueller, counsel for Great Northern, is authorized to settle or otherwise resolve this objection on Great Northern's behalf. His contact information is as follows:

**Michael D. Mueller, Esquire**  
**CHRISTIAN & BARTON, LLP**  
**909 East Main Street, Suite 1200**  
**Richmond, Virginia 23219-3095**  
**(804) 697-4147**  
**mmueller@cblaw.com**

WHEREFORE Great Northern Properties Limited Partnership prays that this Court (i) sustain its objection to the Notice, but solely to the extent that it purports to reject the Lease, which is not property of the estate and thus is not an unexpired lease subject to assumption or rejection; (ii) sustain its objection to the Debtors' purported intention to abandon certain property consisting of core drilling samples where the Debtors have not complied with the Rejection Procedures Order; (iii) expressly preserve all of Great Northern's rights arising from all terms contained in the Lease surviving lease termination; and (iv) grant such other and further relief as the Court shall deem just and proper.

Dated: April 11, 2016

**GREAT NORTHERN PROPERTIES LIMITED  
PARTNERSHIP**

By:   
\_\_\_\_\_  
E. Rebecca Case, Esquire (MSB No. 38010)  
STONE, LEYTON, & GERSHMAN  
7733 Forsyth Boulevard, Suite 500  
Clayton, MO 63105  
Telephone: (314) 721.7011  
Facsimile: (314) 721-8660  
Email: rcase@stoneleyton.com

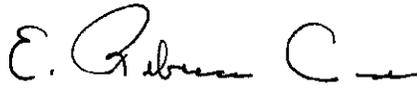
and

Augustus C. Epps, Jr., Esquire (VSB No. 13254)  
Michael D. Mueller, Esquire (VSB No. 38216)  
*(pro hac vice pending)*  
Jennifer M. McLemore, Esquire (VSB No. 47164)  
CHRISTIAN & BARTON, LLP  
909 East Main Street, Suite 1200  
Richmond, Virginia 23219-3095  
Telephone: (804) 697-4100  
Facsimile: (804) 697-6112  
Email: mmueller@cblaw.com

Counsel to Great Northern Properties Limited  
Partnership

**CERTIFICATE OF SERVICE**

I hereby certify that on April 11, 2016, a copy of the foregoing was served by electronic delivery or overnight delivery on the parties required by Court's Order Approving Procedures for the Rejection of Executory Contracts and Unexpired Leases and the Abandonment of Personal Property (Doc. No. 397) as indicated on Exhibit 3 which is attached hereto and incorporated herein.



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E. Rebecca Case

# **EXHIBIT 1**



## Great Northern Properties Limited Partnership

601 Jefferson Street, Suite 3600 • Houston, TX 77002  
(713) 751-7500 • Fax (713) 751-7591

Charles H. Kerr  
President & CEO

[ckerr@gnplp.com](mailto:ckerr@gnplp.com)  
Direct: (713) 751-7590

November 30, 2015

By Facsimile: (314) 994-2940 and Email: [dfinnerty@archcoal.com](mailto:dfinnerty@archcoal.com)

Ark Land Company  
David S. Finnerty, President  
One City Place Drive, Suite 300  
St. Louis, Missouri 63141

**Re: Lease Termination Notice Under Lease Agreement between Great Northern Properties Limited Partnership, a Delaware limited partnership, and Ark Land Company, a Delaware corporation, dated November 12, 2009, as amended on November 11, 2010, November 6, 2013, April 12, 2013, and April 16, 2015.**

Dear Dave:

Reference is made to that certain Coal Mining Lease by and between Great Northern Properties Limited Partnership, a Delaware limited partnership ("Lessor"), with Ark Land Company, a Delaware corporation ("Lessee"), dated November 12, 2009, as amended November 11, 2010, November 6, 2013, April 12, 2013, and April 16, 2015 (the "Lease"). Capitalized terms used herein without definition shall have the same meanings given to them in the Lease.

By letter dated November 13, 2015 from Lessor to Lessee, Lessor notified Lessee it was in default of Sections 4.5 and 7 of the Lease for Lessee's non-payment of the Advance Minimum Royalty payment of \$3,500,000, which was due on November 12, 2015. As of the date of this letter, Lessee's default has not been cured although the deadline to do so was November 28, 2015. In addition, by letter dated November 19, 2015 from Lessor to Lessee, Lessor notified Lessee it was in default of Sections 4.1 and 7 of the Lease for Lessee's non-payment of the Increased Execution Bonus in the amount of \$1,000,000, which was due on November 18, 2015. As of the date of this letter, such additional defaults have not been cured.

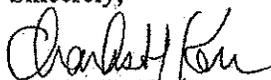
Lessor hereby notifies Lessee that Lessor hereby terminates the Lease, effective immediately, pursuant to Section 7 of the Lease for Lessee's failure to timely pay the Advance Minimum Royalty payment due on November 12, 2015 and Lessee's failure to timely cure the Advance Minimum Royalty Default within fifteen (15) days after written notice from Lessor to Lessee of such failure to timely pay the Advance Minimum Royalty. In addition, pursuant to Section 7 of the Lease, upon termination of the Lease, "all unpaid installments of the Execution Bonus shall be accelerated and become immediately due and payable."

Ark Land Company  
David S. Finnerty, President  
Page 2  
November 30, 2015

This notice is provided to Lessee without limitation or waiver of any remedies that Lessor may have at law, in equity or under the Lease. Nothing contained herein shall be deemed a waiver by Lessor of any past or future breach of or default under the Lease, all of which rights and remedies are hereby expressly reserved.

Please call me at the number listed above should you have any questions. Thank you for your immediate attention to this matter.

Sincerely,

  
Charles H. Kerr  
President

cc: Kathryn Wilson, General Counsel

Robert G. Jones, Senior Vice President-Law, General Counsel and Secretary  
Fax: (314) 994-2734; email: [bjones@archcoal.com](mailto:bjones@archcoal.com)

1850841

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# **EXHIBIT 2**



Michael J. Lincoln  
Manager Geology and Exploration - West  
mlincoln@archcoal.com

March 24, 2016

By Certified Mail No. 7013 3020 0001 3646 8307 and Email: ckerr@gnplp.com

Mr. Charles Kerr  
Great Northern Properties Limited Partnership  
601 Jefferson Street, Suite 3600  
Houston, TX 77002

**Re: Otter Creek Geologic Data**

Dear Mr. Kerr,

I am writing in response to your letter dated December 14, 2015 to Dave Finnerty, President -- Ark Land Company, specifically concerning your reference of the requirement to provide all geologic information not previously delivered.

Although Ark Land Company has not retained any "undamaged drill cores", all laboratory archive samples from drilling conducted in 2011 are still being kept at a storage unit in Billings, Montana. These samples consist of the pulverized remains of all coal core samples sent in for coal quality analyses and the pulverized remains of all rotary-drilled, overburden chip samples sent in for overburden quality analyses. Ark Land Company has previously provided you with a copy of the laboratory analyses for all samples that were on the Great Northern Properties lease area.

Ark Land Company has decided it no longer has a need to hold on to these samples and has plans to dispose of them by April 30, 2016. If Great Northern Properties has a desire to obtain and keep these samples please contact me by April 15, 2016. Arrangements can be made for the samples to be delivered locally, for the samples to be picked by Great Northern Properties, or for Great Northern Properties to assume responsibility for the storage unit.

Should you have any questions, I can be contacted at (307) 325-6581 ext. 4, or [mlincoln@archcoal.com](mailto:mlincoln@archcoal.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Lincoln".

Michael J. Lincoln

pc: D. Finnerty  
S.Stewart

Ark Land Company  
A subsidiary of Arch Coal, Inc.  
P.O. Box 460  
Hanna, WY 82327

office: 307.325.6581

archcoal.com

# **EXHIBIT 3**

In re ACOI Cash, Inc.  
Case No. 16-40120-705

DEBTOR	DESCRIPTION	NAME	ADDRESS	CITY	STATE	ZIP	COUNTRY	PHONE	FAX	EMAIL
Debtors			One Chrysler Drive Suite 300	St. Louis	MO	63141		314-994-2700		lspalms@bryantcove.com clabin@bryantcove.com
Counsel to Debtors		Attn: David A. Palms, Brian C. Walsh & Cullen K. John	One Metropolitan Square	St. Louis	MO	63102		314-259-2000 / 314-259-1020		michael.burns@lawbook.com brian.ernick@lawbook.com michelle.mcgarr@lawbook.com kevin.cook@lawbook.com aryeh.fish@lawbook.com douglas.keeton@lawbook.com jacob.welzer@lawbook.com bradley.scheele@lawbook.com lucy.hughes@lawbook.com lindsay@lawbook.com mrsanders@lawbook.com
Counsel to Debtors		Attn: Marshall S. Handmer, Brian M. Rimm, Michelle M. McGarr, Kevin M. Cook & Douglas K. Keeton	450 Leaning Avenue 830 3rd Ave., 3th Floor	New York	NY	10017		212-450-4000 / 212-407-7983 / 212-257-5950 / 908-328-1851		
Counsel to Debtors		Attn: John Kavathin	1610 Des Peres Road	St. Louis	MO	63133		314-873-3333		
Local Counsel to Kinder Morgan, Inc.		Attn: J. Tabot Sent, Jr., Ira M. Prosser, Mark A. Sanders	2500 Lou Merck Drive, ADS-3 Suite 1100	Fort Worth	TX	76131		817-352-7406 / 314-421-3100 / 314-421-3128		suzanne.wellen@hmf.com michael@hmf.com
Top 30 Creditor		Attn: Suzanne Wallin	General Attorney 800 Market Street	St. Louis	MO	63101		314-209-4800		lucce@bt.comauddick.com
Counsel to Kentucky Utilities Company		Attn: Matthew G. Zuber	Seven Times Square	New York	NY	10036		212-309-4800		
Washington Savings Fund Society, FSB ("WFS")		Attn: Robert E. Goffney, Esq., Howard S. Steel, Esq.	17th Floor	San Francisco	CA	94105-3493		415-227-4900 / 415-227-0770		schmawson@huchalter.com
Counsel to Omaha America, Inc.		Attn: Shawn M. Christenson, Esq.	55 Second Street P.O. Box 1835	Huntington	WV	25719-1834		304-529-2391 / 304-529-1832		clones@campbellwoods.com asph@tblaw.com
Counsel to Cole & Crane Real Estate		Attn: Charles L. Jones, Jr., Esq.	Suite 1200	Richmond	VA	23219-3099		804-697-4100 / 804-697-6112		mmueller@tblaw.com jnickmore@tblaw.com
Counsel to Great Northern Properties Limited Partnership and Natural Resource Partners LP		Attn: Augustus C. Epps, Jr., Michael D. Mueller, Jennifer M. McLemore	508 North 20th Street	Birmingham	AL	35203		205-295-5588 / 205-238-7334		olopark@castorony.com
Counsel to Helen Brothers, LLC and Nelson Brothers Mining Services, LLC		Attn: Daniel D. Spahn	1800 Franklin Center	Huntington	WV	25701		304-692-2216 / 304-692-2217		colandrone@twcd.net
Top 50 Creditor		Attn: Phil G. Montague, Chief Engineer	400 Waterfront Drive	Pittsburgh	PA	15222-4742		412-442-4382 / 412-441-4725		bgabowski@pa.gov
Commonwealth of Pennsylvania, Department of Environmental Protection		Office of Chief Counsel	Attn: Barbara J. Grabowski	Pittsburgh	PA	15222-4742		314-881-0800 / 214-881-0820		regina@seabrook.com, sdean@seabrook.com, slubner@seabrook.com, trife@seabrook.com
Counsel to Alete, Inc., BNSF City Place Owner, LLC and Washington Savings Fund Society, FSB ("WFS")		Attn: Robert E. Goffney, Spencer P. Biele	7733 Eschsch Barabard 3338 Bonheur Road	Chester The Plains	VA	61105 61139		304-950-5811 / 304-950-5811		danning@costant.net
Investor Party		Attn: Geoffrey S. Goodman, Esq.	321 North Clark Street	Chicago	IL	60654-5313		312-482-4500 / 312-482-4700		ggoodman@olexy.com
Counsel to Fairmont Supply Company		Attn: Molly S. Cole	701 Market Street	St. Louis	MO	63101		314-773-0728 / 314-241-1410		
Counsel to Wyoming Machinery Company, Cecil Walker Machinery Co. and Whayne Supply Company		Attn: Les E. Winkler	333 Washington Street	Scranton	NY	13202		315-214-2010 / 315-423-9331		les@winkler.com
Counsel to Leona Insurance Company and Bond Surety Insurance Company ("The Bond")		Attn: Kelly J. Vorens	208 North Broadway, Suite 324	St. Louis	MO	63122		314-962-3273 / 314-962-2225		olone@tblaw.com
Counsel to Rocky Mountain Air & Lubrication		Attn: David M. O'Leary	429 S. Kirkwood Road	Charleston	WV	25301		304-344-9621 / 304-344-9519		ohis@hntaw.com
Counsel to Romasys Corporation		Attn: Christopher S. Smith	22 Capitol Street	Annas City	MO	64112		816-963-8000 / 816-963-8080		mark.benedict@hughblackwell.com
Counsel to Kinawa Stone Company, Inc.		Attn: Mark T. Benedict	4801 Main Street	St. Louis	MO	63105		314-480-1500 / 314-480-1505		marshall.turner@hughblackwell.com
Counsel to Farm Credit Lending Services Corporation ("FCL")		Attn: Michael C. Turner, Esq.	190 Cromwell Plaza	Philadelphia	PA	19104-5015		800-973-0924 / 855-235-6787		
Counsel to General Electric Capital Properties		Attn: Centralized Insolvency Operation	2970 Market St. P.O. Box 7346	Philadelphia	PA	19101-7346		800-973-0924 / 855-235-6787		Mark.Livock@lawyechler.com Scott.T.Mudge@lawyechler.com
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In re Arch Coal, Inc.  
Case 2012 Service List  
Case No. 14-4070-705

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In re JAO, Inc.  
Case/1007 Services DA  
Case No. 16-40120-205

DESCRIPTION	NAME	NOTICE NAME	ADDRESS 1	ADDRESS 2	DTY	STATE	ZIP	COUNTY	PHONE	FAX	EMAIL
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