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

In re: PATRIOT COAL CORPORATION, <i>et al.</i> Debtors,	Chapter 11 Case No. 12-12900 (SCC) (Jointly Administered)
HIGHLAND MINING COMPANY, LLC, Plaintiff, v. TAMPA ELECTRIC COMPANY, Defendant.	Adv. Pro. No. 12-01792 (SCC)

STIPULATION AND ORDER OF VOLUNTARY DISMISSAL

Plaintiff Highland Mining Company, LLC (“**Highland**” or “**Plaintiff**”), one of the affiliated debtor entities in the above-captioned chapter 11 case, by and through its counsel Davis Polk & Wardwell LLP, and Defendant Tampa Electric Company (“**Tampa**”), by and through its counsel Holland & Knight, hereby stipulate and agree:

WHEREAS, on July 9, 2012, the Plaintiff commenced a voluntary case under chapter 11

of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York;

WHEREAS, the Plaintiff commenced the above-captioned adversary proceeding by filing a Complaint for Declaratory Relief dated August 10, 2012 (“**Complaint**”);

WHEREAS, pursuant to a Notice of Adjournment dated September 17, 2012, the time for Tampa to file a motion or answer in response to the Complaint was extended to October 3, 2012;

WHEREAS, pursuant to a Notice of Adjournment dated October 3, 2012, the time for Tampa to file a motion or answer in response to the Complaint was further extended to October 10, 2012;

WHEREAS, the parties have conferred and have agreed that there is no dispute between them regarding the declaratory relief that Plaintiff requests in the Complaint;

IT IS HEREBY STIPULATED AND AGREED that the Henderson Conveyance¹ is not an executory contract for purposes of Section 365 of the Bankruptcy Code, and that the Henderson Conveyance is not integrated with any other contract, agreement or understanding, whether written or oral, by and between the parties and/or any other person.

IT IS HEREBY STIPULATED AND AGREED that the provisions of this Stipulation shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, affiliates, and assigns.

IT IS HEREBY STIPULATED AND AGREED that pursuant to Rule 7041 of the Federal Rules of Bankruptcy Procedure and Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, the Complaint is hereby dismissed as moot and without costs, fees, or expenses to any party. Notwithstanding the foregoing, the agreements and acknowledgments contained in this

¹ All capitalized terms not defined herein have the meaning ascribed to them in the Complaint. A true, correct, and complete copy of the Henderson Conveyance is attached as Exhibit A to the Complaint.

Stipulation shall survive the dismissal of this adversary proceeding.

Dated: October 10, 2012
New York, New York

HOLLAND & KNIGHT

DAVIS POLK & WARDWELL LLP

By: /s/ Barbra R. Parlin

By: /s/ Jonathan D. Martin

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- and -

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*Attorneys for Defendant Tampa Electric
Company*

SO ORDERED: October 11, 2012

/S/ Shelley C. Chapman
HON. SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE