

**Objection Deadline: July 31, 2012 at 4:00 p.m. (prevailing Eastern Time)**  
**Hearing Date (if necessary): August 2, 2012 at 2:00 p.m. (prevailing Eastern Time)**

**DAVIS POLK & WARDWELL LLP**

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Amelia T.R. Starr  
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*Proposed 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)**

**NOTICE OF PRESENTMENT OF STIPULATION, AGREEMENT,  
AND ORDER BETWEEN PATRIOT COAL SALES LLC AND  
EDF TRADING NORTH AMERICA, LLC**

PLEASE TAKE NOTICE that the Stipulation, Agreement, and Order Between Patriot Coal Sales LLC and EDF Trading North America, LLC (the “**Stipulation**”)<sup>2</sup> attached hereto as Exhibit A shall be presented to the Honorable Shelley C. Chapman,

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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.

<sup>2</sup> Due to confidentiality concerns, the Debtors have not attached copies of the Agreements (as defined in the Stipulation) or the amendments thereto. However, upon request, the Debtors will provide copies of the Agreements on a confidential basis to the Court, the U.S. Trustee and the advisors to the official committee of unsecured creditors appointed in these chapter 11 cases.

United States Bankruptcy Judge at the United States Bankruptcy Court for the Southern District of New York, Courtroom 610, One Bowling Green, New York, New York 10004 for signature as soon as reasonably practicable after the Objection Deadline (as defined below).

PLEASE TAKE FURTHER NOTICE that this Court's Order Establishing Certain Notice, Case Management and Administrative Procedures entered by the Court on July 16, 2012 (the "**Case Management Order**") sets forth the procedures for setting hearing dates and objection deadlines for motions filed in these chapter 11 cases (the "**Cases**"). The Debtors respectfully request expedited relief regarding the otherwise applicable timing set forth in the Case Management Order. The Debtors filed this Stipulation as soon as feasible after it was finalized, so that the maximum amount of notice could be provided to the parties in interest in these Cases. Moreover, the Debtors are only seeking to shorten the filing deadline, but the objection deadline will not be shortened and will be seven days. It is critical that the relief requested herein be granted as soon as possible as the counterparty to the Stipulation has conditioned its agreement to enter into the Stipulation upon it being heard at the August 2, 2012 hearing. Accordingly, cause exists to grant expedited relief.

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Stipulation and the relief requested therein must be served, in accordance with the Case Management Order, so as to be actually received by (a) the chambers of the Honorable Shelley C. Chapman, Courtroom 610, One Bowling Green, New York, NY 10004, (b) proposed counsel to the Debtors, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, Attn: Marshall S. Huebner and Brian M. Resnick, (c) proposed conflicts

counsel to the Debtors, Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York, NY 10178, Attn: Steven J. Reisman and Michael A. Cohen, (d) the Office of the United States Trustee for the Southern District of New York, 33 Whitehall Street, Suite 2100, New York, NY 10004, Attn: Elisabetta G. Gasparini and Paul K. Schwartzberg, (e) proposed counsel to the official committee of unsecured creditors, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036, Attn: Thomas Moers Mayer, Adam C. Rogoff, Gregory G. Plotko, (f) Patriot Coal Corporation, c/o GCG, Inc., P.O. Box 9898, Dublin, OH 43017-5798, (g) the attorneys for the administrative agents for the Debtors' proposed postpetition lenders, (i) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153, Attn: Marcia Goldstein and Joseph Smolinsky and (ii) Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY 10019, Attn: Margot B. Schonholtz and Ana Alfonso, (h) counsel for EDF Trading North America, Cadwalader, Wickersham & Taft LLP, 700 Sixth Street, N.W., Washington, DC 20001, Attn: Mark C. Ellenberg and Kenneth W. Irvin no later than 4:00 p.m. (prevailing Eastern Time) on July 31, 2012 (the "**Objection Deadline**").

PLEASE TAKE FURTHER NOTICE that if no objection has been properly filed, served and received by the Objection Deadline, the Court may enter the Stipulation without further notice, submission or hearing. In the event one or more objections to the Stipulation are timely served and filed, and such objection(s) are not withdrawn or otherwise resolved, a hearing shall be held on August 2, 2012 at 2:00 p.m. (prevailing Eastern Time) to consider such timely objections to the Stipulation.

Dated: New York, New York  
July 24, 2012

By: /s/ Damian S. Schaible

Amelia T.R. Starr  
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*Proposed Counsel to the Debtors  
and Debtors in Possession*

**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**

DAVIS POLK & WARDWELL LLP  
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Proposed Attorneys for Debtors  
and Debtors in Possession

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

-----X  
: **Chapter 11**  
: **Case No. 12-12900 (SCC)**  
: **(Jointly Administered)**  
: **(Jointly Administered)**  
-----X

**STIPULATION, AGREEMENT, AND ORDER BETWEEN  
PATRIOT COAL SALES LLC AND EDF TRADING NORTH AMERICA, LLC**

This Stipulation, Agreement, and Order (this “**Stipulation**”) is entered into  
between Patriot Coal Sales LLC (“**Patriot**”) and EDF Trading North America, LLC (“**EDF**”)  
(each a “**Party**” and together the “**Parties**”).

**RECITALS:**

1. On July 9, 2012 (the “**Commencement Date**”), Patriot and certain of its affiliates (collectively, the “**Debtors**”) each commenced with this Court a voluntary case under chapter 11 of title 11, United States Code (the “**Bankruptcy Code**”). The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. The Debtors’ chapter 11 cases have been consolidated for procedural purposes only and are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

3. EDF and Patriot are parties to four agreements (collectively, the “**Agreements**”), pursuant to which Patriot sells coal to EDF.

4. EDF and Patriot have had numerous discussions regarding the terms of the Agreements. As a result of those discussions, the Parties have agreed as follows.

**AGREEMENT:**

5. Effective upon entry of this Stipulation by the Court, pursuant to section 365 of the Bankruptcy Code, the Parties will (a) amend and assume the Agreements, to allow the Parties to continue their existing relationship, and (b) enter into a new agreement for coal purchases in 2013 and 2014. The material amendments to the Agreements are as follows:<sup>1</sup>

- Revisions to certain economic terms;
- Elimination of the filing of Patriot’s chapter 11 case as an event of default;

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<sup>1</sup> This summary is for summary purposes only. In the event of any conflict between this summary and the Agreements, the terms of the Agreements shall govern.

- Addition of certain events of default relating to conversion or dismissal of Patriot's chapter 11 case, appointment of a chapter 11 trustee or an examiner with expanded powers, and certain other actions taken by Patriot or a third party during the chapter 11 case;
- Addition of certain representations and warranties relating to the chapter 11 case; and
- Addition of certain acknowledgments regarding waiver of the automatic stay.

6. No cure amount is owed by either Party to the other Party with respect to the Agreements.

7. The Seller is authorized to enter into the coal supply contract with Buyer pursuant to section 363 of the Bankruptcy Code.

8. The Parties will execute, deliver, implement and fully perform any and all obligations, instruments, documents and papers and take any and all actions that may be reasonably necessary or appropriate to implement the Agreements and perform all obligations contemplated thereunder, including, without limitation, the payment of any fees, charges and expenses required thereby.

9. Pursuant to sections 105 and 362(d)(1) of the Bankruptcy Code, the automatic stay of section 362 of the Bankruptcy Code, to the extent applicable, is hereby modified to enable the Parties to amend the Agreements.

10. Pursuant to sections 105 and 362(d)(1) of the Bankruptcy Code, the automatic stay of section 362 of the Bankruptcy Code, to the extent applicable, is hereby modified to enable EDF and Patriot to exercise any and all of their respective contractual rights under the Agreements, including, without limitation, all rights and remedies provided for in the Agreements that are related to events of default and similar events, without requesting further

relief from the automatic stay, and neither Party nor any other party in interest may enforce the automatic stay against EDF or Patriot with respect to these rights.

11. Each Party's right to liquidate, terminate or accelerate the Agreements and its rights to net and setoff against amounts due it, including its right to apply any collateral, all in accordance with the Agreements, shall not be stayed, avoided or otherwise limited by any provision of the Bankruptcy Code, including, without limitation, sections 362(a) or 549 thereof.

12. To the extent set forth in the Agreements, no obligation, payment, transfer or grant of security or other property by Patriot to EDF under, pursuant to, and consistent with the Agreement shall be stayed, restrained, voidable or recoverable under Chapter 5 of the Bankruptcy Code.

13. Patriot's liabilities and any amounts due and owing from Patriot pursuant to the Agreements constitute administrative expenses under section 503(b) of the Bankruptcy Code, and are entitled to priority pursuant to section 507(a)(2) of the Bankruptcy Code.

14. This Stipulation may not be modified other than by a signed writing executed by the Parties hereto or by order of the Court.

15. Each person who executes this Stipulation on behalf of a Party hereto represents that he or she is duly authorized to execute this Stipulation on behalf of such Party.

16. This Stipulation shall be governed by, and construed and enforced in accordance with the laws of the State of New York, without giving effect to the principles of conflict of laws thereof.

17. The Parties hereby irrevocably and unconditionally agree that the Court shall retain exclusive jurisdiction (i) to interpret, implement and enforce the provisions of this Stipulation, and (ii) for so long as Patriot remains a debtor in a case under the Bankruptcy Code,

enforce and implement the terms and provisions of the Agreement and to resolve any disputes arising under or related to the Agreement. Should the Court abstain from exercising its jurisdiction or be found not to have jurisdiction over a matter relating to this Stipulation or the Agreement, such matter shall be adjudicated in accordance with the Agreement.

18. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Evidence of execution of this Stipulation may be exchanged by fax or by electronic transmission of a scanned copy of the signature pages or by exchange of an originally signed document, each of which shall be as fully binding on the party as a signed original.

Dated: New York, New York  
July 20, 2012

By: /s/ Amelia T.R. Starr

By: /s/ Mark C. Ellenberg

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Attorneys for EDF Trading North  
America

Proposed Attorneys for the  
Debtors and Debtors in Possession

SO ORDERED, this  
\_\_\_ day of \_\_\_\_\_, 2012

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UNITED STATES BANKRUPTCY JUDGE