

Objection Deadline: August 9, 2012 at 4:00 p.m. (prevailing Eastern Time)
Hearing Date (if necessary): August 15, 2012 at 11:00 a.m. (prevailing Eastern Time)

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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.¹

Chapter 11

Case No. 12-12900 (SCC)

(Jointly Administered)

**NOTICE OF PRESENTMENT OF STIPULATION
AND AGREED ORDER BETWEEN
PATRIOT COAL SALES LLC AND RWE TRADING AMERICAS INC.**

PLEASE TAKE NOTICE that the Stipulation and Agreed Order Between Patriot Coal Sales LLC and RWE Trading Americas Inc. (the “**Stipulation**”)² attached hereto as Exhibit A shall be presented to the Honorable Shelley C. Chapman, United States Bankruptcy Judge at the United States Bankruptcy Court for the Southern District of New

¹ 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.

² Due to confidentiality concerns, the Debtors have not attached copies of the Agreement (as defined in the Stipulation). However, upon request, the Debtors will provide copies of the Agreement 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.

York, Courtroom 610, One Bowling Green, New York, New York 10004 for signature as soon as a 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 (Docket No. 84) (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. However, 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 15, 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, New York 10004, (b) proposed counsel to the Debtors, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 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, New York 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, New York 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, New York 10036, Attn: Thomas Moers Mayer, Adam C. Rogoff,

Gregory G. Plotko, (f) Patriot Coal Corporation, c/o GCG, Inc., P.O. Box 9898, Dublin, Ohio 43017-5798, the attorneys for the administrative agents for the Debtors' proposed

postpetition lenders, (g) Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York,

New York 10153, Attn: Marcia Goldstein and Joseph Smolinsky and (h) Willkie Farr &

Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Margot B.

Schonholtz and Ana Alfonso, (i) counsel for RWE Trading Americas Inc., Jones Day,

222 East 41st Street, New York, New York 10017, Attn: Veerle Roovers and Aviva

Warter Sisitsky, no later than 4:00 p.m. (prevailing Eastern Time) on August 9, 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 15, 2012 at 11:00 a.m. (prevailing Eastern Time) to consider such timely objections to the Stipulation.

Dated: New York, New York
August 2, 2012

By: /s/ Amelia T.R. Starr

Amelia T.R. Starr
Marshall S. Huebner
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Brian M. Resnick

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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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**UNITED STATES BANKRUPTCY COURT
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In re:

PATRIOT COAL CORPORATION, et al.,

Debtors.

Chapter 11

Case No. 12-12900 (SCC)

(Jointly Administered)

**STIPULATION AND AGREED ORDER BETWEEN
PATRIOT COAL SALES LLC AND RWE TRADING AMERICAS INC.**

This Stipulation and Agreed Order (this “**Stipulation**”) is entered into by and between Patriot Coal Sales LLC (“**Patriot**”) and RWE Trading Americas Inc. (“**RWE**”) (Patriot and RWE being each a “**Party**,” and together the “**Parties**”) with respect to the following:

RECITALS:

A. 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.

B. 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**").

C. The Parties submit this stipulation seeking Court approval of their Letter Agreement, dated July 27, 2012 (the "**Agreement**") with respect to the sale and delivery of a specified net tonnage of CSX rail coal for a total amount of less than \$125 million as an agreement entered into in the ordinary course of the Debtors' business. The term of the Agreement is from July 24, 2012 through December 31, 2012 and provides for a delivery schedule of a specified amount of net tons per month as mutually agreed. The Agreement replaces and supersedes the prior agreement dated June 14, 2011 between the Parties, with a transaction date of June 9, 2011 (the "**Prior Agreement**"). The effectiveness of the Agreement is subject to and conditioned upon approval by the Court by August 15, 2012. If the Court enters an order denying approval of the Agreement or if Patriot fails to obtain an order from the Court approving the Agreement by August 15, 2012, then, among other things, the Agreement and the terms thereof shall be rendered null and void *ab initio*.

D. The Debtors believe that (a) the Agreement is a Tier 1 Coal Sale Contract as such term is used in the Interim Order Authorizing the Debtors to (i) Enter Into and Perform Under Coal Sale Contracts in the Ordinary Course of Business and (ii) Establish Certain Procedures with Respect Thereto, dated July 16, 2012 (Docket No. 89) (the "**Order**"), and (b) the Debtors may enter into the Agreement in their sole discretion and in the ordinary course of business. However, the Parties, in accordance with the terms of the Agreement and out of an abundance of caution, submit this Stipulation to the Court for approval.

STIPULATION:

NOW, THEREFORE, it is hereby stipulated and agreed by and between the Parties, through their undersigned counsel:

1. The Debtors are authorized to enter into the Agreement pursuant to the Order and in the ordinary course of business.
2. The Agreement replaces and supersedes the Prior Agreement. The Agreement shall govern the rights and obligations of the parties thereto.
3. This Stipulation may not be modified other than by both (a) a signed writing executed by the Parties hereto and (b) order of the Court.
4. 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.
5. 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.
6. The Court shall retain exclusive jurisdiction to interpret, implement and enforce the provisions of this Stipulation (but not the Agreement).
7. 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 31, 2012

By: /s/ Amelia T.R. Starr

By: /s/ Veerle Roovers

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*Attorneys for RWE Trading Americas
Inc.*

*Proposed Attorneys for the
Debtors and Debtors in Possession*

SO ORDERED, this
___ day of _____, 2012

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE