

# **EXHIBIT A**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re: :  
 :  
 : Chapter 11  
PATRIOT COAL CORPORATION, *et al.*, :  
 : Case No. 12-12900 (SCC)  
 :  
 : (Jointly Administered)  
Debtors. :  
 :  
 :  
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**CONFIDENTIALITY STIPULATION**

Pursuant to Fed. R. Civ. P. 26(c), as incorporated by Fed. R. Bankr. P. 7026, IT IS  
HEREBY STIPULATED AND AGREED by and between CompassPoint Partners, L.P., Frank  
Williams, and Eric Wagoner (collectively, the “Interested Shareholders”) and the Debtors  
(collectively, the “Parties”, and individually, each a “Party”) in the above-captioned chapter 11  
proceeding, that:

1. This Confidentiality Stipulation (the “Stipulation”) shall govern the handling of  
all documents, testimony, exhibits, interrogatory answers, responses to requests to admit and any  
other materials and information, including all copies, excerpts and summaries thereof  
(collectively “Materials”) produced, exchanged or provided by the Interested Shareholders or the  
Debtors in connection with the Interested Shareholders’ Motion for the Entry of an Order  
Directing the Appointment of an Official Committee of Equity Security Holders Pursuant to  
Bankruptcy Code § 1102(a)(2), filed on August 27, 2012 (the “Equity Committee Motion”).

2. The Parties agree to produce confidential documents to each other subject to the Parties' agreement to treat these documents pursuant to the terms of this Stipulation. The Parties further agree that documents produced by either of them in response to discovery requests issued in the above captioned jointly administered Chapter 11 proceedings (the "Bankruptcy Cases") shall be treated in accordance with the terms of this stipulation.

3. All Materials, including Confidential Material (as defined below) produced or disclosed shall be used solely in connection with the Equity Committee Motion and any other contested matter in the Bankruptcy Cases, and/or in any other action which the Court has directed, or the Parties hereto have agreed, and shall not be used for any other purpose. Any person or entity in possession of Materials shall maintain those Materials in a reasonably secure manner so that they are not further disclosed or used in any manner inconsistent with this Stipulation and Order.

4. Material which contains or discloses information believed to be deemed a trade secret or other confidential research, development, commercial non-public business or financial information or other confidential information of either Party or its employees, officers, directors or clients, or is otherwise entitled to protective treatment under Federal Rule of Civil Procedure 26(c) or under any other applicable law, rule or regulation, may be designated by the producing Party as confidential ("Confidential Material").

5. All Confidential Material produced by any Party shall:

- (a) bear the legend, "Confidential" on each page in addition to an appropriate bates-stamp designation indicating the source of the document;
- (b) in the case of documents, data or other information produced in any medium that cannot be designated as set forth in subparagraph (a) above,

be designated in writing and by affixing a confidentiality designation of "Confidential" and an appropriate bates-stamp designation indicating the source of the information, on the medium containing such documents, data or information.

6. Any copies, photographs, depictions, excerpts, notes concerning, or other information generated from an inspection of the matters designated Confidential shall be treated in the same manner as Material marked Confidential.

7. Each person who has access to Confidential Material must take all due precautions to prevent the unauthorized and inadvertent disclosure of such material.

8. The Interested Shareholders acknowledge and agree that they are aware (and that their representatives are aware or, upon providing any Confidential Material to such representatives, will be advised by the Interested Shareholders) that Confidential Material being furnished to them contains material, non-public information regarding the Debtors and that the United States securities laws prohibit any persons who have such material, non-public information from purchasing or selling securities of the Debtors on the basis of such information or from communicating such information to any person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities on the basis of such information.

9. To the extent that a receiving Party intends to use or disclose Confidential Material in a manner not permitted under this Stipulation, the receiving Party agrees to provide reasonable notice of such intention to the producing Party so that such Party can take all steps necessary to protect the confidentiality of such Confidential Material. The receiving Party seeking to use or disclose the Confidential Material further agrees to meet and confer in good

faith with the producing Party about appropriate steps that may be taken to protect the confidentiality of such Confidential Material, including, as may be appropriate, agreeing to the application for a protective order from the Court, sealing pleadings pursuant to such order, and/or agreeing to redact such Confidential Material.

10. Documents excluded from this Stipulation are those that (i) are or become generally known or available to the public other than as a result of disclosure by the receiving Party or a third person who received the documents from the receiving Party; or (ii) are or become available to the receiving Party on a non-confidential basis from a source other than the producing Party, provided that such source is not known by either Party to be bound by this Stipulation.

11. The Parties agree that the designation of any Material as Confidential is not intended to be, and shall not be construed as, an admission that the Material is relevant, admissible in any actions, reasonably calculated to lead to the discovery of admissible evidence or not subject to an applicable privilege or protection.

12. A Party may not disclose Confidential Material except to (a) counsel representing the Debtors or the Interested Shareholders as well as their support staff, (b) the Bankruptcy Court, Bankruptcy Court personnel, stenographers, and videographers, (c) witnesses at depositions and/or fact hearings, (d) experts and consultants hired to assist in the pending Bankruptcy Case, and (e) outside photocopying, data processing or graphic production services employed by the Debtors, the Interested Shareholders or their counsel to assist in the Bankruptcy Case. Prior to disclosure, the Party shall inform persons that the Confidential Material should not be used or disclosed for any purpose other than in connection with the pending Bankruptcy Case. Persons listed in categories (a) and (d) may only be given access to Confidential Materials after counsel

has provided a copy of this Stipulation and causes each such person to execute a Certificate in the form attached as Exhibit A hereto. Counsel disclosing Confidential Material to persons under categories (a) and (d) shall be responsible for holding executed certificates.

13. Information or testimony disclosed at a deposition may be designated as Confidential Material by the person providing such testimony, or his or her counsel, or by either Party, if such person, counsel or Party (i) identifies on the record at the deposition those portions of the testimony that are designated as Confidential Material, or (ii) provides written notification to all Parties within thirty (30) days after the production of the deposition transcript to all Parties as to the portions of the transcript that are designated as Confidential Material. The entire transcript of any deposition shall be treated as Confidential Material until thirty (30) days after the production of the deposition transcript to all Parties, and thereafter such testimony shall be treated in accordance with its designation, if any. Each page of a deposition transcript designated as Confidential Material shall be marked as "Confidential" by the court reporter or counsel.

14. In the event that a receiving Party or such Party's representatives is required (by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) in a judicial, administrative or other similar proceeding to disclose a producing Party's Confidential Material, the receiving Party shall give the producing Party prompt written notice of such requirement. In the event of such a required disclosure, the receiving Party will use its reasonable efforts to obtain reliable assurances that confidential treatment will be accorded to the disclosed Confidential Material of the producing Party.

15. In the event that a Party objects to the designation of any materials as Confidential, the objecting Party shall meet and confer with the producing Party to attempt to resolve its

differences. If the Parties are unable to reach an accord as to the confidentiality of any particular materials, the objecting Party may move the Bankruptcy Court, in camera, to designate particular documents as non-confidential and excluded under the Stipulation.

16. Within thirty (30) days following a final order by the Court concluding these Bankruptcy Cases, or as otherwise agreed by the Parties, all Confidential Material provided by the Producing Parties in connection with the Bankruptcy Case, including all copies, summaries and excerpts thereof, shall be returned to the producing Party or destroyed, at the discretion of the producing Party. However, counsel for the Parties shall be entitled to retain court papers, deposition and trial transcripts and attorney work product, provided that such counsel (and employees of such counsel) shall not disclose the court papers, deposition and trial transcripts or attorney work product to any person except pursuant to a court order or agreement with the producing Party. If the Confidential Material is destroyed, counsel for the receiving Party shall certify in writing to the producing Party that all such Confidential Material within its possession or control has been destroyed.

17. In the event that counsel for any Party decides to file with or submit to the Court any Confidential Material, the following procedures shall be used:

(a) All Information subject to confidential treatment in accordance with the terms of this Stipulation that is filed with a Court and any pretrial pleading, motions, or other papers filed with a Court or used at a hearing disclosing any Confidential Material shall be accompanied by an appropriate motion to file under seal or motion to impound and kept under seal until further order of the appropriate Court. The producing Party shall provide the receiving Party with a redacted version of a document containing Confidential Material upon request from

the receiving Party so that the receiving Party can file a redacted version with the Court if such a filing is required by Court rule or order.

(b) The Parties agree to refrain from including Confidential Material in the titles of the documents filed with the Court so that, in all instances, the titles of the documents—and the Court's docket sheet reflecting those titles—may remain public.

(c) All filings to be filed under seal, in whole or in part, must be so designated by the Party making the filing. Filings containing Confidential Material may be filed under seal in their entirety. If a filing containing such Confidential Material is not placed under seal in its entirety, those portions containing Confidential Material must be separated from the pleading and placed in an envelope bearing the caption of this case, the name of the filing, and the legend Filed Under Seal.

18. A Party who claims to have inadvertently produced information that it considers to be protected by the attorney-client privilege, the work product doctrine, the joint defense privilege, the common interest doctrine, or any other privilege or protection from disclosure (“Privileged Information”) and who does not intend to waive such privilege or protection in whole or in part, or a Party who learns of the production of such Privileged Information by a non-party, may take the following action with regard to such Privileged Information:

(a) Within ten (10) days of the date of discovery by a Party of the inadvertent production by it or a non-party, the disclosing Party shall notify the Party or Parties to whom the document was produced in writing of the fact of inadvertent disclosure, the date inadvertent disclosure was first discovered and the circumstances surrounding that discovery.

(b) Within five (5) business days of receiving such written notice, the Party or Parties to whom the document was produced shall return all copies of such discovery material to

the undersigned counsel for the disclosing Party. If the Party to whom the document was produced (“Receiving Party”) has provided copies of Privileged Information to any other Party or non-party, the Receiving Party shall notify the disclosing Party of all individuals or entities to whom the Privileged Information was produced and promptly make reasonable efforts to obtain the return of the Privileged Information and preclude its further dissemination or use by the person to whom disclosure was made.

1. If, after good faith efforts to resolve a dispute regarding the return of Privileged Information have failed, any Party who has received the produced documents or material may move the Court for an order compelling production of the material, but such motion shall not assert as grounds for entering such an order that the producing Party waived any privilege because of the inadvertent production.

(c) If, at any time, a Party notifies counsel for a disclosing Party in writing of an objection to a claim of privilege with respect to a document that was inadvertently produced, then within seven (7) calendar days of the receipt of such notification, counsel for the disclosing Party and the objecting Party or Parties shall meet-and-confer in an effort to resolve any disagreement regarding the disclosing Party’s claim of privilege.

(d) The provisions of subparts (a) and (b) of this Paragraph are without prejudice to any other rights that a Party may have with respect to challenging or defending any claim of privilege; provided, however, that no claim of waiver, estoppel, laches, or the like based on alleged delay or alleged lack of timeliness can be asserted against the Party claiming inadvertent production if that Party has complied with subpart (a) of this Paragraph.

19. Inadvertent failure to designate material as Confidential at the time of production pursuant to this Stipulation may be remedied by supplemental written notice given by the

producing Party within thirty (30) days after such materials are made available for review by the receiving Party. Upon receipt of such notification, all documents, materials, or testimony so designated or re-designated shall be fully subject to this Stipulation as if they had been initially so designated; provided, however, that the receiving Party shall incur no liability for any previous treatment of such material in conformance with its original designation. The Party receiving such notice shall make a reasonable good-faith effort to ensure that any analyses, memoranda, or notes which were internally generated based upon such information shall immediately be treated in conformance with any such designation or re-designation.

20. In the event a Party produces two or more identical copies of a document and any such copy is designated as Confidential, all such identical copies shall be treated as Confidential once the inconsistent designation is known. The producing Party shall be responsible for informing the Party receiving the inconsistently designated information of the inconsistent designation; however, if any person subject to this Stipulation receives such inconsistently designated information, and has actual knowledge of the inconsistent designation, the person shall treat all copies in accordance with the more restrictive designation.

21. The Parties shall be entitled to equitable relief, injunctive relief and specific performance, in the event of any breach of the provisions of this Stipulation without the necessity for posting a bond. Such remedy may be in addition to and not in lieu of all other remedies available at law or equity. In the event any action is commenced relating to the provisions of this Stipulation, the Party prevailing therein by final award or judgment, including any appeals, shall be entitled to recover attorneys' fees from the losing Party in addition to any other relief awarded.

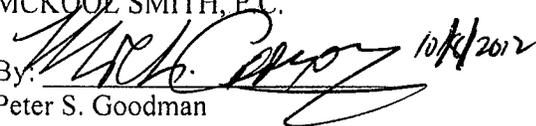
22. This Stipulation may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument. Any proceeding relating to this Stipulation may be brought in the court having jurisdiction over the Bankruptcy Cases. This Stipulation shall be governed by and construed in accordance with the laws of the State of New York and shall inure to the benefit of and be binding upon the Defendants and each of their successors and assigns, and the Debtors and each of their successors or assigns. This Stipulation may be amended only upon the written Stipulation of the Parties. IN WITNESS WHEREOF, the Defendants and the Debtors have caused this Stipulation to be executed as of the date below.

STIPULATED AND AGREED:

Dated: New York, NY  
September 24, 2012

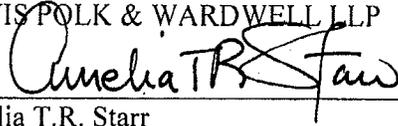
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*Attorneys for the Debtors*

SO ORDERED.

Date: September \_\_, 2012

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Honorable Shelley C. Chapman

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

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In re:	:
	:
	:
	: Chapter 11
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PATRIOT COAL CORPORATION, <i>et al.</i> ,	: Case No. 12-12900 (SCC)
	:
	: (Jointly Administered)
Debtors.	:
	:
	:
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**EXHIBIT A TO STIPULATION**

**ACKNOWLEDGMENT**

I hereby attest to my understanding that confidential documents, materials or information are being provided to me pursuant to the terms and conditions of the Stipulation executed by the Parties and entered by the Court in the above captioned litigation. I hereby attest that I have been given a copy of and have read the Stipulation and that I hereby agree to be bound by it and its terms. I agree that I shall not disclose to others, except in accordance with the terms of the Stipulation, such confidential documents, materials, or information. I further agree that the United States Bankruptcy Court for the Southern District of New York has jurisdiction to enforce the terms of the Stipulation, and I consent to jurisdiction of that Court over my person for that purpose.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_