

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

**In re:**

**PATRIOT COAL CORPORATION, *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 12-51502-659  
(Jointly Administered)**

**ECF No. 3537**

**ORDER APPROVING THE REJECTION OF LEASE AGREEMENT  
AND THE ABANDONMENT OF EXPENDABLE PROPERTY**

Upon the notice of rejection of Patriot Coal Corporation (“**Patriot**”) and its subsidiaries that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”) filed on April 5, 2013 [ECF No. 3537] (the “**Notice**”)<sup>2</sup> pursuant to the Order entered on August 16, 2012 Establishing Procedures for the Rejection of Executory Contracts and Unexpired Leases and for the Abandonment of Personal Property [ECF No. 370] (the “**Procedures Order**”); and the Court having jurisdiction to consider the Notice and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and Rule 9.01(B)(1) of the Local Rules of the United States District Court for the Eastern District of Missouri (the “**Local Rules**”); and consideration of the Notice and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to

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<sup>1</sup> The Debtors are the entities listed on Schedule 1 attached to the Debtors’ Motion for Approval of Procedures for the Rejection of Executory Contracts and Unexpired Leases and for the Abandonment of Personal Property [ECF No. 136]. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors’ chapter 11 petitions.

<sup>2</sup> Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to such term in the Notice.

28 U.S.C. § 157(b); and due and proper notice of the Notice having been provided in accordance with the Procedures Order; and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that no other or further notice need be provided; and the relief requested in the Notice being in the best interests of the Debtors and their respective estates and creditors; and rejecting the Lease Agreement (as defined below) to the extent set forth herein representing a prudent exercise of the Debtors' business judgment; and the Court having reviewed the Notice; and there being no objections to rejection of the contract set forth on Schedule A hereto (the "**Lease Agreement**") and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED that pursuant to Section 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, Patriot's rejection of the Lease Agreement is hereby approved and shall be effective as of the applicable date set forth on Schedule 1 hereto; and it is further

ORDERED that pursuant to Section 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, Patriot's abandonment of the Expendable Property related to the Lease Agreement is hereby approved and shall be effective as of the applicable date set forth in Schedule A hereto; and it is further

ORDERED that claims arising out of the rejection and/or abandonment effected pursuant to this Order must timely be filed in accordance with the Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof [ECF No. 1388] and Local Rule 3002 on or before the date that is 30 days

after the date hereof, and that absent a timely filing such claim shall be irrevocably barred; and it is further

ORDERED that, without further order of this Court, the counterparty to the Lease Agreement is prohibited from setting off or otherwise utilizing any monies deposited by the Debtors with such counterparty as a security deposit or pursuant to another similar arrangement; and it is further


ORDERED that if a counterparty to the Lease Agreement does not retrieve or otherwise take control of the relevant Expendable Property within ten days of the entry of this Order or such later date as agreed with Patriot in writing, then the counterparty shall be responsible to Patriot for the subsequent costs of, and all risks attendant to, storing such equipment and for other attendant costs as determined by Patriot, including the cost of insuring the relevant Expendable Property. If the counterparty does not remove its Expendable Property or make timely payments for storage and other costs, Patriot may file a motion to compel removal of the Expendable Property and/or payment to Patriot of storage and other attendant costs, including, without limitation, all legal fees; and it is further

ORDERED that notice of the Notice and the relief requested therein with respect to the Lease Agreement satisfies Bankruptcy Rules 6006 and 6007; and it is further

ORDERED that the notice procedures set forth in the Notice with respect to the Lease Agreement are good and sufficient notice and satisfy Bankruptcy Rule 9014 by providing the counterparty to the Lease Agreement with notice and an opportunity to object and be heard at a hearing; and it is further

ORDERED that proper, timely, adequate and sufficient notice of the Notice has been provided in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules, and no other or further notice of the Notice or the entry of this Order shall be required; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

  
KATHY A. SURRATT-STATES  
Chief United States Bankruptcy Judge

DATED: April 22, 2013  
St. Louis, Missouri  
jjh

**Order prepared by:**  
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**Schedule A<sup>1</sup>**

<b>Title of Agreement</b>	<b>Contract Type</b>	<b>Debtor Party to the Contract to be Rejected</b>	<b>Debtors' Contract ID</b>	<b>Counterparty to the Contract to be Rejected</b>	<b>Date of Contract</b>	<b>Description and Location of Expendable Property</b>	<b>Rejection Effective Date</b>
Lease Agreement	Copier Lease	Patriot Coal Corporation	OFSV007	Gibbs Technology Leasing, LLC	3/17/2011	Grand Eagle 19060 Highway 1078 Henderson, KY 42420  Sharp Copier Model No. MX283 Serial No. 05008349  Sharp Copier Model No. MX283 Serial No. 05008399	4/5/2013

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<sup>1</sup> The Contract listed herein includes any modifications, amendments, addenda and/or supplements thereto and/or restatements thereof and/or any ancillary documents or agreements related thereto.