

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In re:

PATRIOT COAL CORPORATION, et al.,

**Chapter 11
Case No. 12-51502-659
(Jointly Administered)**

Debtors.

RESPONSE OF BULLDOG EXCAVATING, LLC TO OBJECTION

This day comes Bulldog Excavating, LLC, by counsel, Joseph W. Caldwell, Caldwell & Riffie, and states that in response to the Objection filed by Patriot Coal Corporation, et al. to previously filed proofs of claim, Bulldog Excavating, LLC, will accept a claim in the sum of \$164,587.50 against Midland Trail Energy, LLC and a claim in the amount of \$86,300.00 against Panther, LLC. These are the sums as allowed on the proposed Settlement and Release Agreement dated May 24, 2013, which has now been executed by the claimant.

BULLDOG EXCAVATING, LLC

By Counsel

/s/ Joseph W. Caldwell
Joseph W. Caldwell, Esquire
WV Bar No. 586
CALDWELL & RIFFEE
P.O. Box 4427
Charleston, WV 25364
(304) 925-2100

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In re:

PATRIOT COAL CORPORATION, et al.,

**Chapter 11
Case No. 12-51502-659
(Jointly Administered)**

Debtors.

CERTIFICATE OF SERVICE

The undersigned attorney hereby certifies that the attached **RESPONSE OF BULLDOG EXCAVATING, LLC TO OBJECTION** was served upon the following by United States mail, postage prepaid, on this 5th day of July, 2013:

BRYAN CAVE LLP
211 N. Broadway, Suite 3600
St. Louis, MO 63102
Attention: Brian C. Walsh
Lloyd A. Palans

DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, NY 10017
Attention: Michelle McGreal
Marshall S. Huebner
Brian M. Resnick

CURTIS, MALLET-PREVOST, COLT & MOSLE LLP
101 Park Avenue
New York, NY 10178
Attention: Steven J. Reisman
Michael A. Cohen

OFFICE OF THE U.S. TRUSTEE
Eastern District of Missouri
111 South 10th Street, Suite 6.353
St. Louis, MO 63102
Attention: Leonora S. Long
Paul A. Randolph

KRAMER, LEVIN, NAFTALIS & FRANKEL LLP

1177 Avenue of the Americas

New York, NY 10036

Attention: Thomas Moers Mayers

Adam C. Rogoff

Gregory G. Plotko

CARMODY MACDONALD P.C.

120 South Central Avenue

St. Louis, MO 63105-1705

Attention: Gregory D. Willard

Angela L. Schisler

PATRIOT COAL CORPORATION

c/o GCG, Inc.

P. O. Box 9898

Dublin, OH 43017-5798

WEIL, GOTSHAL & MANGES LLP

767 Fifth Avenue

New York, NY 10153

Attention: Marcia Goldstein

Joseph Smolinsky

WILLKIE FARR & GALLAGHER LLP

787 Seventh Avenue

New York, NY 10019

Attention: Margot B. Schonholtz

Ana Alfonso

/s/ Joseph W. Caldwell

Joseph W. Caldwell

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement"), entered into as of May 24, 2013 (the "Effective Date"), is by and between BULLDOG EXCAVATING LLC (the "Claimant"), the Asserted Debtor(s) (as set forth in Exhibit A attached hereto), and the Settled Debtor(s) (as set forth in Exhibit B attached hereto). The Claimant, the Asserted Debtor(s), and the Settled Debtor(s) are referred to herein as a "Party" and collectively as the "Parties."

I. RECITALS

WHEREAS, on July 9, 2012 (the "Petition Date"), Patriot Coal Corporation ("Patriot") and certain of its affiliates (collectively, the "Debtors"), including the Asserted Debtor(s) and the Settled Debtor(s), filed voluntary petitions for relief (the "Chapter 11 Cases") pursuant to title 11 of the United States Code (the "Bankruptcy Code"), in the United States Bankruptcy Court for the Southern District of New York (the "SDNY Bankruptcy Court"). On December 19, 2012, the SDNY Bankruptcy Court entered an order transferring the Debtors' Chapter 11 Cases to the Bankruptcy Court for the Eastern District of Missouri (the "Bankruptcy Court"). The Debtors have continued to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

WHEREAS, the Claimant allegedly has certain claims against certain Debtors (the "Claim") and has filed the proof of claim against the Asserted Debtor(s) as listed in Exhibit A attached hereto (the "Proof of Claim").

WHEREAS, on February 13, 2013, the Bankruptcy Court entered the Order Authorizing and Approving Procedures For Compromise and Settlement of Certain Claims, Litigations and Causes Of Action Docket No. 2821 (the "Claims Settlement Procedures Order"). The Settled Debtor(s) are authorized to enter into this Agreement pursuant to the Claims Settlement Procedures Order.

WHEREAS, the Asserted Debtor(s), the Settled Debtor(s) and the Claimant now desire to resolve the issues raised in the Claim pursuant to the terms of the Claims Settlement Procedures Order and the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the representations, acknowledgments, promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, each Party, by and through its representative, hereby voluntarily, intentionally, and upon the advice and guidance of counsel, executes this Agreement and agrees as follows:

II. SETTLEMENT TERMS

1. Allowed Claims. In full and final satisfaction of the Claim, the Parties agree that the Claimant is allowed certain claims (the "Allowed Claim") against the Settled Debtor(s) entity or entities and in the amount(s) and classification set forth in Exhibit B attached hereto. It is expressly understood by the Parties that the Claimant may seek satisfaction of the Claim only as set forth herein, and that in no event will the Debtors, their estates or any persons who are employed or otherwise associated with the Debtors be liable to the Claimant in any other way whatsoever with respect to the Claim or the debt, obligation, liability, account, suit, damages or cause of action giving rise to the Claim.

2. Disallowed Claims. All Proofs of Claim filed by the Claimant, except to the extent allowed as the Allowed Claim(s) as set forth in Exhibit B attached hereto, are disallowed and expunged from the Debtors' claims register.

3. Effectiveness. This Agreement is authorized by the Claims Settlement Procedures Order and each of the Parties shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary or appropriate in conjunction with the performance of their respective obligations hereunder. Notice of this Agreement, if any, shall be provided as required by the Claims Settlement Procedures Order. Subject to the procedures set forth in the Claims Settlement Procedures Order, the terms and conditions of this Agreement shall be immediately effective and enforceable.

4. Scope of Agreement and Release. This Agreement resolves all claims and demands asserted against the Asserted Debtor(s) and the Settled Debtor(s) by the Claimant, including, without limitation, those asserted in the Proof of Claim. Except as expressly agreed herein, the Claimant, on behalf of itself, its heirs, representatives and assigns, does hereby fully, finally and forever waive, release and/or discharge the Debtors, their estates and any heirs, successors, assigns, affiliates, officers, directors, shareholders, associates, parents, subsidiaries, predecessors, successors, employees, attorneys and agents from the Claim (whether prepetition unsecured, priority, administrative or postpetition/administrative) and from all actions, causes of action, suits, debts, obligations, liabilities, accounts, damages, defenses or demands whatsoever, known or unknown, giving rise to or otherwise relating to the Claim. The Claimant agrees to terminate any UCC-1 financing statements filed in connection with the Claim promptly after the effectiveness of this Agreement.

5. Entire Agreement and Confidentiality. This Agreement is the entire agreement between the Parties in respect of the subject matter hereof and shall not be modified, altered, amended, or vacated without the prior written consent of all Parties hereto. Neither this Agreement, nor any statement made or action taken in connection with the negotiation of this Agreement, shall be offered or received in evidence or in any way referred to in any legal action or administrative proceeding among or between the Parties hereto, other than as may be necessary (a) to obtain approval of and to enforce this Agreement or (b) to seek damages or injunctive relief in connection therewith. The Parties shall maintain the confidentiality of this Agreement except to the extent necessary to enforce this Agreement or to comply with the Settlement Procedures Order.

6. Bankruptcy Court Jurisdiction. The United States Bankruptcy Court for the Eastern District of Missouri shall retain jurisdiction (and the parties consent to such retention of jurisdiction) with respect to any disputes arising from or other actions to interpret, administer or enforce the terms and provisions of this Agreement. Any motion or application brought before the Bankruptcy Court to resolve a dispute arising from or related to this Agreement shall be brought on proper notice and in accordance with relevant Federal Rules of Bankruptcy Procedure and local rules of the Bankruptcy Court.

7. Representation and Warranties. Each Party specifically warrants and represents to the other Party that it has full authority to act for and to enter into this Agreement, which Agreement constitutes a legal, valid and binding obligation of such Party. The Claimant specifically warrants and represents to the Debtors that: (a) prior to the execution of this Agreement, it has not in any capacity assigned, pledged, or otherwise sold or transferred, either by instrument or otherwise, to any person or entity, all or any portion of the Claim; (b) the Claim is owned by the Claimant and is completely free of any encumbrances; and (c) subject to this Agreement becoming effective, it will not assert, jointly or severally, against any of the Debtors any of the Claim. Each of the Parties specifically warrants and represents that it has been fully informed of its terms, contents, conditions, and effects regarding the same, that it has had a full and complete opportunity to discuss this Agreement, including the settlement and the release, with its attorney or attorneys, that it is not relying in any respect on any statement or representation made by the other Party, and that no promise or representation of any kind has been made to such Party separate and apart from what is expressly contained in this Agreement.

8. No Admissions. The Parties agree that this is a compromise and settlement of disputed claims and causes of action, and nothing contained herein shall be construed as an admission of liability or damages by, on behalf of or against any of the Parties.

9. Further Assurances. Should any additional instruments be necessary or desirable to accomplish the purpose(s) of this Agreement or to establish the rights or discharge the obligations of either Party hereto, such additional instruments will be promptly executed and delivered upon the request of the other Party.

10. Construction of Agreement. This Agreement shall not be construed in favor of or against any Party on the basis that the Party did or did not authorize this Agreement or any attachment related to it.

11. Survival of Representations. The representations set forth herein shall survive the completion of all actions contemplated herein. Other provisions hereof which require action after execution hereof shall survive the execution hereof.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

13. Headings. The headings in this Agreement are for convenience only and shall not be considered a part of or affect the construction or interpretation of any provision of this Agreement.

14. Expenses. Each Party shall be solely responsible for the attorney's fees, costs and expenses, if any, incurred by that Party in connection with the Claim, the Proof of Claim, or this Agreement, as applicable.

15. Materiality. The statements, representations, and acknowledgments in this Agreement are not mere recitations; rather, they are understood and relied upon as part of this Agreement by the Parties and are material hereto.

16. No Oral Agreements. This Agreement represents the final agreement between the Parties with respect to the subject matter contained herein and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements between the Parties.

17. Counterparts. This Agreement may be signed in any number of counterparts and each counterpart shall represent a fully executed original as if signed by both Parties.

18. Claims Register. Immediately upon effectiveness of this Agreement, the Debtors' claims and noticing agent and the clerk of the Bankruptcy Court are authorized and directed to amend the claims register accordingly.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

By: _____

Robert L. Mead
Patriot Coal Corporation
12312 Olive Boulevard
St. Louis, MO 63141

Representative for the Debtors and
Debtors in Possession

Joseph W. Caldwell
By (Print):
Joseph W. Caldwell
By (Signature):

Attorney

BULLDOG EXCAVATING LLC
Telephone: 304-925-2100
Fax: 304-925-2193

Representative for Claimant

Exhibit A
Summary of Scheduled Claims and Filed Proofs of Claim

Creditor ID	Claims Agent Claim #	Clerk of the Court Claim #	Claimant	Claim Type	Debtor Entity	Asserted or Scheduled Amounts				
						Secured	Administrative	Priority	Unsecured	Total
1000755	1059608	N/A	BULLDOG EXCAVATING LLC	Scheduled	PANTHER LLC	\$0.00	\$0.00	\$0.00	\$86,300.00	\$86,300.00
1000755	1036209	N/A	BULLDOG EXCAVATING LLC	Scheduled	MIDLAND TRAIL ENERGY LLC	\$0.00	\$0.00	\$0.00	\$164,587.50	\$164,587.50
1000755	930	630	BULLDOG EXCAVATING LLC	Filed/Asserted	COYOTE COAL COMPANY LLC	\$0.00	\$326,851.90	\$0.00	\$0.00	\$326,851.90
1000755	929	629	BULLDOG EXCAVATING LLC	Filed/Asserted	PANTHER LLC	\$0.00	\$326,851.90	\$0.00	\$0.00	\$326,851.90
1000755	928	628	BULLDOG EXCAVATING LLC	Filed/Asserted	PATRIOT COAL CORPORATION	\$0.00	\$326,851.90	\$0.00	\$0.00	\$326,851.90

Exhibit B
Summary of Allowed Scheduled Claims and Filed Proofs of Claim

Creditor ID	Claims Agent Claim #	Clerk of the Court Claim #	Claimant	Claim Type	Debtor Entity	Allowed Amounts				Total
						Secured	Administrative*	Priority	Unsecured	
1000755	1036209	N/A	BULLDOG EXCAVATING LLC	Scheduled	MIDLAND TRAIL ENERGY LLC	\$0.00	\$0.00	\$0.00	\$164,587.50	\$164,587.50
1000755	929	629	BULLDOG EXCAVATING LLC	Filed	PANTHER LLC	\$0.00	\$0.00	\$0.00	\$86,300.00	\$86,300.00

* The Administrative portion(s) of the filed claim(s) listed on the exhibit above have already been deemed fixed and allowed at the indicated amounts pursuant to the 503(b)(9) Report filed on 2/27/2013 (Docket #3006). Therefore, these amounts are non-negotiable, and are included herein for the sole purpose of providing a comprehensive view of your claims.