

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

In re:

PATRIOT COAL CORPORATION, *et al.*,

Debtors.

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

Related to Docket No. 4752

**ORDER APPROVING THE REJECTION OF CERTAIN CONTRACTS
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 October 8, 2013 [ECF No. 4752] (the “**Notice**”)¹ 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 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

¹ Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to such term in the Notice.

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 Contracts (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 upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED as follows:

1. Pursuant to Section 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Debtors' rejection of the contracts set forth on Schedule 1 hereto (the "**Contracts**") is hereby approved and shall be effective as of the applicable date set forth on Schedule 1 hereto. The Debtors shall have no obligation to perform under any of the Contracts following such applicable date.

2. Pursuant to Section 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, the applicable Debtor's abandonment of the Expendable Property related to the Contracts, as applicable, is hereby approved and shall be effective as of the applicable date set forth in Schedule 1 hereto.

3. Claims arising out of the rejections and/or abandonments 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 absent a timely filing such claim shall be irrevocably barred.

4. Without further order of this Court, all counterparties to the Contracts are 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.

5. If a counterparty to any of the Contracts, as applicable, 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 the applicable Debtor in writing, then such counterparty shall be responsible to such applicable Debtor for the subsequent costs of, and all risks attendant to, storing such equipment and for other attendant costs as determined by the applicable Debtor, 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, the applicable Debtor may file a motion to compel removal of the Expendable Property and/or payment to the applicable Debtor of storage and other attendant costs, including, without limitation, all legal fees.

6. Notice of the Notice and the relief requested therein with respect to the Contracts satisfies Bankruptcy Rules 6006 and 6007.

7. The notice procedures set forth in the Notice with respect to the Contracts are good and sufficient notice and satisfy Bankruptcy Rule 9014 by providing the counterparties to the Contracts with notice and an opportunity to object and be heard at a hearing.

8. The relief granted herein is without prejudice to the Debtors' rights to reject any Contracts set forth on Schedule A to the Notice that are not set forth on Schedule 1 hereto.

9. 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.

10. 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: November 8, 2013
St. Louis, Missouri
jjh

Order prepared by:

Lloyd A. Palans
Brian C. Walsh
Laura Uberti Hughes
Bryan Cave LLP
One Metropolitan Square
211 N. Broadway, Suite 3600
St. Louis, MO 63102

Schedule 1¹

Counterparty to the Contract to be Rejected	Title of Agreement/Contract Type	Debtors' Contract ID	Debtor Party to the Contract to be Rejected	Date of Contract or Lease	Description and Location of Expendable Property	Rejection Effective Date
Robert B. Burr, Jr., Mason Walsh, Jr., Gerald T. Ellermeyer, Arthur D. Miltenberger, and Mellon Bank, N.A., as Trustees of the Richard P. Mellon Separate Trust	Real Estate Purchase Agreement	LMS7000	Patriot Reserve Holdings, LLC, as successor in interest to Peabody Development Company	12/27/2000	N/A	10/8/2013
Robert B. Burr, Jr., Mason Walsh, Jr., Gerald T. Ellermeyer, Arthur D. Miltenberger, and Mellon Bank, N.A., as Trustees of the Cassandra M. Milbury Separate Trust	Real Estate Purchase Agreement	LMS7000	Patriot Reserve Holdings, LLC, as successor in interest to Peabody Development Company	12/27/2000	N/A	10/8/2013
Robert B. Burr, Jr., Mason Walsh, Jr., Gerald T. Ellermeyer, Arthur D. Miltenberger, and Mellon Bank, N.A., as Trustees of the W. Russell G. Byers, Jr. Separate Trust No. 1	Real Estate Purchase Agreement	LMS7000	Patriot Reserve Holdings, LLC, as successor in interest to Peabody Development Company	12/27/2000	N/A	10/8/2013

¹ The Contracts listed herein include any modifications, amendments, addenda and/or supplements thereto and/or restatements thereof and/or any ancillary documents or agreements related thereto.

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Robert B. Burr, Jr., Mason Walsh, Jr., Gerald T. Ellermeyer, Arthur D. Miltenberger, and Mellon Bank, N.A., as Trustees of the Alison M. Byers Separate Trust No. 1	Real Estate Purchase Agreement	LMS7000	Patriot Reserve Holdings, LLC, as successor in interest to Peabody Development Company	12/27/2000	N/A	10/8/2013
Robert B. Burr, Jr., Mason Walsh, Jr., Gerald T. Ellermeyer, Arthur D. Miltenberger, and Mellon Bank, N.A., as Trustees of the Seward Prosser Mellon Separate Trust	Real Estate Purchase Agreement	LMS7000	Patriot Reserve Holdings, LLC, as successor in interest to Peabody Development Company	12/27/2000	N/A	10/8/2013
Sarah Scaife Foundation, Incorporated	Real Estate Purchase Agreement	LMS3262	Patriot Reserve Holdings, LLC, as successor in interest to Peabody Development Company	12/27/2000	N/A	10/8/2013