

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:

PATRIOT COAL CORPORATION, *et al.*,

Debtors.¹

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

NOTICE OF CLAIMS SETTLEMENT AGREEMENT

PLEASE TAKE NOTICE that, pursuant to the Order Authorizing and Approving Procedures for Compromise and Settlement of Certain Claims, Litigations and Causes of Action [ECF No. 2821] (the “**Claims Settlement Order**”), the Debtors hereby file this notice (the “**Settlement Notice**”) of a proposed settlement and release agreement between the Debtors and Kentucky Utilities Company² (“**KU**”) pursuant to “Tier III” of the Claims Settlement Order (the “**Proposed Settlement Agreement**”), attached hereto as Annex A. Among other things, the Proposed Settlement Agreement settles the prepetition claims asserted by KU against certain Debtors as set forth in the Proposed Settlement Agreement (together, the “**Claims**”). In exchange for (i) the allowed administrative claim and (ii) the allowed unsecured claim, as each is set forth in the Proposed Settlement Agreement, KU will fully, finally and forever waive, release and/or discharge the Debtors from the Claims.

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 Kentucky Utilities Company is neither an insider nor an affiliate of Peabody Energy Corporation or Arch Coal, Inc, as those terms are defined under section 101 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that, in accordance with the Claims Settlement Order, this Settlement Notice and Proposed Settlement Agreement shall be served on (i) the Core Parties (as defined in the Order Establishing Certain Notice, Case Management and Administrative Procedures [ECF No. 3361]) and (ii) KU.

PLEASE TAKE FURTHER NOTICE that any objections (“**Objections**”) will be considered properly filed and served only if they are filed with the Court and actually received by the following parties before the effective date of the Debtors’ Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code [ECF No. 4927], as may be amended: (i) counsel to the Debtors, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Brian M. Resnick and Michelle M. McGreal, (ii) attorneys for the administrative agents for the Debtors’ postpetition lenders, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Marcia Goldstein and Joseph Smolinsky and Wilkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, New York 10019, Attn: Margot B. Schonholtz and Ana Alfonso and (iii) attorneys for 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 and Gregory G. Plotko.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Claims Settlement Order, if no Objections are timely filed, the Proposed Settlement Agreement shall immediately become final and effective without any further action by the Court.

Dated: December 13, 2013
New York, New York

Respectfully submitted,

DAVIS POLK & WARDWELL LLP

/s/ Michelle M. McGreal

Marshall S. Huebner
Brian M. Resnick
Michelle M. McGreal
450 Lexington Avenue
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*Counsel to the Debtors
and Debtors in Possession*

-and-

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*Local Counsel to the Debtors
and Debtors in Possession*

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. Brody Mining, LLC
11. Brook Trout Coal, LLC
12. Catenary Coal Company, LLC
13. Central States Coal Reserves of Kentucky, LLC
14. Charles Coal Company, LLC
15. Cleaton Coal Company
16. Coal Clean LLC
17. Coal Properties, LLC
18. Coal Reserve Holding Limited Liability Company No. 2
19. Colony Bay Coal Company
20. Cook Mountain Coal Company, LLC
21. Corydon Resources LLC
22. Coventry Mining Services, LLC
23. Coyote Coal Company LLC
24. Cub Branch Coal Company LLC
25. Dakota LLC
26. Day LLC
27. Dixon Mining Company, LLC
28. Dodge Hill Holding JV, LLC
29. Dodge Hill Mining Company, LLC
30. Dodge Hill of Kentucky, LLC
31. EACC Camps, Inc.
32. Eastern Associated Coal, LLC
33. Eastern Coal Company, LLC
34. Eastern Royalty, LLC
35. Emerald Processing, L.L.C.
36. Gateway Eagle Coal Company, LLC
37. Grand Eagle Mining, LLC
38. Heritage Coal Company LLC
39. Highland Mining Company, LLC
40. Hillside Mining Company
41. Hobet Mining, LLC
42. Indian Hill Company LLC
43. Infinity Coal Sales, LLC
44. Interior Holdings, LLC
45. IO Coal LLC
46. Jarrell's Branch Coal Company
47. Jupiter Holdings LLC
48. Kanawha Eagle Coal, LLC
49. Kanawha River Ventures I, LLC
50. Kanawha River Ventures II, LLC
51. Kanawha River Ventures III, LLC
52. KE Ventures LLC
53. Little Creek LLC
54. Logan Fork Coal Company
55. Magnum Coal Company LLC
56. Magnum Coal Sales LLC
57. Martinka Coal Company, LLC
58. Midland Trail Energy LLC
59. Midwest Coal Resources II, LLC
60. Mountain View Coal Company, LLC
61. New Trout Coal Holdings II, LLC
62. Newtown Energy, Inc.
63. North Page Coal Corp.
64. Ohio County Coal Company, LLC
65. Panther LLC
66. Patriot Beaver Dam Holdings, LLC
67. Patriot Coal Company, L.P.
68. Patriot Coal Corporation
69. Patriot Coal Sales LLC
70. Patriot Coal Services LLC
71. Patriot Leasing Company LLC
72. Patriot Midwest Holdings, LLC
73. Patriot Reserve Holdings, LLC
74. Patriot Trading LLC
75. Patriot Ventures LLC
76. PCX Enterprises, Inc.
77. Pine Ridge Coal Company, LLC
78. Pond Creek Land Resources, LLC
79. Pond Fork Processing LLC
80. Remington Holdings LLC
81. Remington II LLC
82. Remington LLC
83. Rivers Edge Mining, Inc.
84. Robin Land Company, LLC
85. Sentry Mining, LLC
86. Snowberry Land Company
87. Speed Mining LLC
88. Sterling Smokeless Coal Company, LLC
89. TC Sales Company, LLC
90. The Presidents Energy Company LLC
91. Thunderhill Coal LLC
92. Trout Coal Holdings, LLC
93. Union County Coal Co., LLC
94. Viper LLC
95. Weatherby Processing LLC
96. Wildcat Energy LLC
97. Wildcat, LLC
98. Will Scarlet Properties LLC
99. Winchester LLC
100. Winifrede Dock Limited Liability Company
101. Yankeetown Dock, LLC

Annex A: Proposed Settlement Agreement

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”), entered into as of December 11, 2013 (the “Effective Date”), is by and between KENTUCKY UTILITIES COMPANY (the “Claimant”) and the Settled Debtors identified in Schedules 1, 2 and 3 and Exhibits A and B attached hereto. The Claimant and the Settled Debtors are each referred to herein as a “Party” and together 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 Settled Debtors, 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 and has filed a proof of claim against certain of the Settled Debtor(s) for amounts owing it as of the petition date as listed in Exhibit A attached hereto (the “Proofs of Claim”).

WHEREAS, subsequent to the filing of the Proofs of Claim, the Claimant transferred and assigned \$70,000 of the non-priority portion of its original unsecured claim against Highland Mining Company, LLC (variously identified as Claim No. 1582, 2685 and 1613) to Travelers Casualty & Surety Company of America (“Travelers” and the “Transferred Claim”). For the avoidance of doubt, Travelers is not a party to this Agreement and the Transferred Claim is expressly excluded from the terms of this Agreement.

WHEREAS, as of the Effective Date, the Claimant allegedly has the following claims against certain of the Settled Debtors which claims do not include the Transferred Claim and are hereafter referred to as the “Claim.”

Name of Settled Debtor:	503(b)(9) Claims	General Unsecured Claim
Highland Mining Company, LLC	\$112,784.88	\$145,299.17
Dodge Hill Mining Company, LLC	\$65,438.83	\$23,046.24
Heritage Coal Company, LLC	\$107,028.50	\$167,943.09
Totals:	\$285,252.21	\$336,288.50

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 on February 27, 2013, the Debtors filed their 503(b)(9) Report And Notice Of Objection Procedures (Docket No. 3006) (the "503(b)(9) Report") with the Court seeking to disallow priority status of the 503(b)(9) claims set forth above and to which the Claimant timely filed Kentucky Utilities Company's Objection To Debtors' 503(b)(9) Report on March 29, 2013 (Docket No. 3433).

WHEREAS, the Settled Debtors 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 Claim (Exhibit B). In full and final satisfaction of the Claim, which excludes the Transferred Claim, the Parties agree that the Debtors are deemed to have withdrawn their objections to Claimant's 503(b)(9) Claims contained in the 503(b)(9) Report (Docket No. 3006) and that Claimant is allowed certain claims against the Settled Debtor(s) entity or entities and in the amounts and classifications set forth in Exhibit B attached hereto. The Claimant's aggregate administrative Allowed Claim against the Settled Debtors shall be \$142,626.10 (the "Allowed Administrative Claim") which shall be paid in full on the same terms as for other allowed 503(b)(9) claims in accordance with the terms contained in the Debtors' Third Amended Plan Of Reorganization Under Chapter 11 Of The Bankruptcy Code (Docket No. 4927) (the "Plan") which Plan shall not be modified or amended in a manner than would materially alter the treatment of the Allowed Claim (as defined below). The Claimant's aggregate unsecured non-priority claim against the Settled Debtors shall be \$478,914.61 (the "Allowed Unsecured Claim" and hereafter, together with the Allowed Administrative Claim, the "Allowed Claim") which shall be treated on the same terms as other general unsecured non-priority claims in accordance with the terms of the Debtors' proposed Plan. The terms in this Agreement shall control over the terms in any plan or confirmation order which order shall include language stating that this Agreement governs the terms of Claimant's treatment. It is expressly understood by the Parties that the Claimant may seek satisfaction of the Allowed 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 Settled Debtors be liable to the Claimant in any other way whatsoever with respect to the Allowed Claim or the debt, obligation, liability, account, suit, damages or cause of action giving rise to the Allowed Claim.

2. Disallowed Claims. All Proofs of Claim filed by the Claimant, except to the extent allowed as the Allowed Claims as set forth in Exhibit B attached hereto and excepting the Transferred Claim which is owned by Travelers and expressly excluded from the terms of this Agreement, are disallowed and expunged from the Debtors' claims register.

3. Contracts.

a. Rejected Contracts. The Debtors' Plan shall provide for the rejection of the contracts between the Settled Debtors and the Claimant set forth on Schedule 1 hereto (the "Rejected Contracts") as of the Effective Date of such Plan to the extent the Rejected Contracts are executory contracts. The Claimant shall have no claims against the Settled Debtors on account of or in connection with the Rejected Contracts and any such claims are expressly released by the Claimant pursuant to Section 5 of this Agreement.

b. New Post-Emergence Contracts. Simultaneous with the effectiveness of the rejection of the Rejected Contracts, the Reorganized Debtor(s) and the Claimant shall be deemed to have entered into new contracts in substantially the form attached at Exhibit C (the "Post-Emergence Contracts"). Notwithstanding any term to the contrary in any confirmed plan, the Parties agree that Claimant shall continue to hold \$617,932.68 (the "\$366 Deposit"), which represents the adequate assurance deposit and additional adequate assurance deposit paid to the Claimant by the Debtors and the Claimant shall credit the amount of the deposits required by the Post-Emergence Contracts -- \$1,212,181.01 (the "Total Deposit") -- by the amount of the \$366 Deposit. The Reorganized Debtors shall deliver to the Claimant the difference between the Total Deposit and the \$366 Deposit (\$594,248.33) (the "Additional Deposit") by the earlier of (i) 30 days after the Effective Date of the Debtors' Plan or (ii) January 31, 2014. As set forth in the Post-Emergence Contracts, the security deposits required by the Claimant, including the amount of the \$366 Deposit, may be in the form of cash, irrevocable bank letter of credit or surety bond. As soon as practicable following the eighteen month anniversary of the Effective Date, and every eighteen months thereafter, the Parties agree to confer in good faith regarding the Claimant's security deposit requirement set forth in the Post-Emergence Contracts.

c. Assumed Contracts And Ratification Of Post-Petition Contracts. The Debtors' Plan shall provide for the assumption of certain contracts set forth on Schedule 2 hereto (the "Assumed Contracts") and the Reorganized Debtors shall remain obligated to fully perform the terms of the Assumed Contracts and those contracts entered into by the Debtors post-petition and set forth on Schedule 3.

4. 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 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.

5. Scope of Agreement and Release. This Agreement resolves all claims and demands asserted against the Settled Debtors by the Claimant, including, without limitation, those asserted in the Proofs of Claim excepting the Transferred Claim which is expressly excluded from this Agreement. 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 Settled 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; *provided, however*, that the Claimant reserves the right to assert rejection damage claims based on the Debtors' rejection of executory contracts between the Debtors and the Claimant that are not the Rejected Contracts set forth on Schedule 1 hereto. The Claimant agrees to terminate any UCC-1 financing statements filed in connection with the Claim promptly after the effectiveness of this Agreement. The Settled Debtors, on behalf of themselves, their estates and any heirs, successors and assigns, hereby fully, finally and forever waive and release any and all avoidance action claims against the Claimant and its affiliates, officers, directors, shareholders, associates, parents, subsidiaries, predecessors, successors, employees, attorneys and agents pursuant to sections 544, 545, 547, 548 or 550 of the Bankruptcy Code and any and all claims relating to the Allowed Claim, the Transferred Claim, the Rejected Contracts and the §366 Deposit. The releases stated in this paragraph shall not be construed as a release of, and shall not release, any claim that any Party may have against any other Party to enforce, or as a result of a breach of, this Agreement. Further, notwithstanding the foregoing, Travelers is not a party to this Agreement and is not giving or receiving a release under this Agreement.

6. Entire Agreement. The recitals, set forth above constitute part of this Agreement. 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.

7. 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.

8. 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 Settled Debtors that: (a) prior to the execution of this Agreement with the exception of the Transferred Claim, 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

the Claim against any of the Settled Debtors, jointly or severally. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York provided that the Post-Emergency Contracts shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Kentucky (including applicable tariffs and other regulatory requirements).

14. 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.

15. 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 Proofs of Claim, or this Agreement, as applicable.

16. 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.

17. 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.

18. 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.

19. 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.

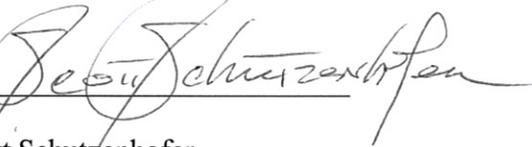
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

By: 

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

*Representative for the Debtors and
Debtors in Possession*

By: 

Scott Schutzenhofer
Patriot Coal Corporation
12312 Olive Boulevard
St. Louis, MO 63141

*Representative for the Debtors and
Debtors in Possession*

By (Print): _____
By (Signature): _____

KENTUCKY UTILITIES COMPANY
Telephone: _____
Fax: _____

Representative for Claimant

400001.143869/1049451.1

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*

By: _____

Scott Schutzenhofer
Patriot Coal Corporation
12312 Olive Boulevard
St. Louis, MO 63141

*Representative for the Debtors and
Debtors in Possession*

By (Print): STEVE E. WOODWORTH, DIRECTOR, REVENUE COLLECTION
By (Signature): 

KENTUCKY UTILITIES COMPANY

Telephone: (502) 627-3712

Fax: (502) 627-3367



Representative for Claimant

400001.143869/1049451.1

PLEASE NOTE PHONE AND FAX
NUMBERS ARE FOR CLAIMANT'S
IN-HOUSE COUNSEL.

Schedule 1 - Rejected Contracts

Contract ID	Debtor Entity	Contract Counterparty Name	Type of Agreement	Description of Agreement
UA 008-001	Highland Mining Company, LLC	Kentucky Utilities Company	Utility Contract	Electricity Purchase Agreement
UA 008-002	Highland Mining Company, LLC	Kentucky Utilities Company	Utility Contract	Electricity Purchase Agreement
UA 008-003	Highland Mining Company, LLC	Kentucky Utilities Company	Utility Contract	Electricity Purchase Agreement
UA 008-004	Dodge Hill Mining Company, LLC	Kentucky Utilities Company	Utility Contract	Electricity Purchase Agreement
UA 008-005	Highland Mining Company, LLC	Kentucky Utilities Company	Utility Contract	Electricity Purchase Agreement

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SCHEDULE 2: ASSUMED CONTRACTS

Debtor Contract ID	Debtor Entity	Counterparty(s) Name(s)	Counterparty Contract Reference No.	Contract Description	Cure Amount
CSA 050	Patriot Coal Sales LLC	Kentucky Utilities Company and Louisville Gas and Electric Company	J12001	Coal Sales Agreement effective January 1, 2012	\$0.00
CSA 050.1	Patriot Coal Sales LLC	Kentucky Utilities Company and Louisville Gas and Electric Company	J12001	First Amendment to Coal Sales Agreement with such amendment effective May 1, 2012	\$0.00
CSA 050.2	Patriot Coal Sales LLC	Kentucky Utilities Company and Louisville Gas and Electric Company	J12001	Second Amendment, effective November 26, 2013, to CSA 050	\$0.00
GUAR 010	Patriot Coal Corp.	Louisville Gas and Electric Company	J12001	Guaranty of Coal Sales Agreement	\$0.00
CSA 039	Patriot Coal Sales LLC	Kentucky Utilities Company	K11001	Coal Sales Agreement effective as of January 1, 2011	\$0.00
CSA 039.1	Patriot Coal Sales LLC	Kentucky Utilities Company	K11001	First Amendment, effective January 1, 2013, to CSA 039	\$0.00
CSA 039.2	Patriot Coal Sales LLC	Kentucky Utilities Company	K11001	Second Amendment, effective November 26, 2013, to CSA 039	\$0.00

GUAR 008	Patriot Coal Corp.	Kentucky Utilities Company	K11001	Guaranty dated August 24, 2010	\$0.00
GUAR031	Patriot Coal Corp.	Kentucky Utilities Company	K11001	Guaranty dated September 21, 2010	\$0.00

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SCHEDULE 3: RATIFIED CONTRACTS

Debtor Entity	Counterparty(s) Name(s)	Counterparty Contract Reference No.	Contract Description
Patriot Coal Sales LLC	Kentucky Utilities Company and Louisville Gas and Electric Company	J13004	Coal Supply Agreement dated as of February 1, 2013
Patriot Coal Corp.	Kentucky Utilities Company and Louisville Gas and Electric Company	J13004	Guaranty of Coal Supply Agreement dated as of February 1, 2013 (guaranty is dated January 30, 2013)
Patriot Coal Sales LLC	Kentucky Utilities Company and Louisville Gas and Electric Company	J14011	Coal Supply Agreement dated as of January 1, 2014
Patriot Coal Corp.	Kentucky Utilities Company and Louisville Gas and Electric Company	J14011	Guaranty of Coal Supply Agreement dated as of January 1, 2014 (guaranty is dated November 1, 2013)
Patriot Coal Sales LLC	Kentucky Utilities Company	K14012	Coal Supply Agreement dated as of January 1, 2014
Patriot Coal Corp.	Kentucky Utilities Company	K14012	Guaranty of Coal Supply Agreement dated as of January 1, 2014 (guaranty is dated November 1, 2013)

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Exhibit A - Scheduled Claims and Filed Proofs of Claim

Creditor ID	Claims Agent #	Claims Agent Claim #	Clerk of the Court Claim #	Claimant	Claim Type	Asserted Debtor	Secured	Administrative Priority	Other Priority	Unsecured	Total
1009701	1611	1580	979-1	Kentucky Utilities Company	Filed / Asserted	DODGE HILL MINING COMPANY, LLC	\$7,800.00	\$65,438.83	\$0.00	\$23,213.42	\$96,452.25
1009701	1612	1581	980-1	Kentucky Utilities Company	Filed / Asserted	HERITAGE COAL COMPANY LLC	\$0.00	\$107,028.50	\$0.00	\$167,943.09	\$274,971.59
1009701	1613	1582	981-1	Kentucky Utilities Company	Filed / Asserted	HIGHLAND MINING COMPANY, LLC	\$70,000.00*	\$112,784.88	\$0.00	\$145,299.17	\$328,084.05
1009701	2356	2683	1712-1	Kentucky Utilities Company	Filed / Asserted	DODGE HILL MINING COMPANY, LLC	\$7,800.00	\$65,438.83	\$0.00	\$23,213.42	\$96,452.25
1009701	2358	2684	1714-1	Kentucky Utilities Company	Filed / Asserted	HERITAGE COAL COMPANY LLC	\$0.00	\$107,028.50	\$0.00	\$167,943.09	\$274,971.59
1009701	2361	2685	1717-1	Kentucky Utilities Company	Filed / Asserted	HIGHLAND MINING COMPANY, LLC	\$70,000.00*	\$112,784.88	\$0.00	\$145,299.17	\$328,084.05

Note: Claimant Kentucky Utilities Company asserted a single claim against each of the Asserted Debtors. However, multiple claim numbers have been assigned to each of Claimant's claims. Claim numbers 1580 and 2683 against Dodge Hill Mining Company, LLC are identical. Claim numbers 1581 and 2684 against Heritage Coal Company, LLC are identical. Likewise, claim numbers 1582 and 2685 against Highland Mining Company, LLC are identical.

* This amount is as of the petition date and included the \$70,000 Transferred Claim which is owned by Travelers and is excluded from the terms of Agreement.

400001.143869/1045195.1

Exhibit B - Allowed Claims and Filed Proofs of Claim

Creditor ID	Claims Agent #	Claims Agent Claim #	Clerk of the Court Claim #	Claimant	Claim Type	Debtor Entity	Secured	Administrative Priority	Other Priority	Unsecured	Total
1009701	1611	1580	979-1	Kentucky Utilities Company	Filed	DODGE HILL MINING COMPANY, LLC	\$0.00	\$32,719.41	\$0.00	\$55,765.66	\$88,485.07
1009701	1612	1581	980-1	Kentucky Utilities Company	Filed	HERITAGE COAL COMPANY LLC	\$0.00	\$53,514.25	\$0.00	\$221,457.34	\$274,971.59
1009701	1613	1582	981-1	Kentucky Utilities Company	Filed	HIGHLAND MINING COMPANY, LLC	\$0.00	\$56,392.44	\$0.00	\$201,691.61	\$258,084.05

* This amount does not include the Transferred Claim which is owned by Travelers and expressly excluded from this Agreement.

400001.143869/1045215.1

EXHIBIT C

Contract Account 3000-2288-4476

CONTRACT FOR ELECTRIC SERVICE

This contract made and entered into this _____ day of _____, 20 13 by
and between Kentucky Utilities Company ("Company")
and Dodge Hill Mining, LLC ("Customer")

WITNESSETH:

Beginning upon execution, or as soon thereafter as connection is made,
Company will sell and deliver to Customer at 69 kV meter 995-6 near Sturgis, Kentucky
for the operation of a coal mining facility

All electric capacity and energy taken under this contract will be delivered as
three phase, 60 cycle, alternating current, at a nominal voltage at the point of
69,000 volts, metered and billed as transmission service.
Secondary/Primary/Transmission

This point of delivery requires an estimated system capacity of
6,500 kW, or kVA as is appropriate, of Contract Capacity.

Each month Customer will pay to Company for all capacity and energy delivered to Customer in the
preceding billing period an amount determined in accordance with
RTS Rate Schedule and, as is appropriate, the
_____ Rider, contract attached if required, the
_____ Rider, contract attached if required, and the
_____ Rider, contract attached if required.

Comments:

Original contract. A \$266,658.53 security deposit is required for this account. Security deposit may be
cash, Irrevocable Bank Letter of Credit or Surety Bond.

TARIFF PROVISIONS:

It is mutually agreed that Company's general terms and conditions and applicable rate schedule, as from
time to time approved by and on file with the Public Service Commission of Kentucky, are made a part of
this contract as fully as if written here.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly
authorized representatives this day and year shown above.

KENTUCKY UTILITIES COMPANY

Dodge Hill Mining, LLC

By _____

By _____

Account Manager
Official Capacity

Official Capacity

Attest

Attest

Contract Account 3000-2285-3190

CONTRACT FOR ELECTRIC SERVICE

This contract made and entered into this _____ day of _____, 20 13 by and between Kentucky Utilities Company ("Company") and Heritage Coal Co LLC ("Customer")

WITNESSETH:

Beginning upon execution, or as soon thereafter as connection is made, Company will sell and deliver to Customer at Uniontown, Kentucky for the operation of coal conveyor and barge loading.

All electric capacity and energy taken under this contract will be delivered as three phase, 60 cycle, alternating current, at a nominal voltage at the point of 4,160 volts, metered and billed as primary service.
Secondary/Primary/Transmission

This point of delivery requires an estimated system capacity of 3,200 kW, or kVA as is appropriate, of Contract Capacity.

Each month Customer will pay to Company for all capacity and energy delivered to Customer in the preceding billing period an amount determined in accordance with TODP Rate Schedule and, as is appropriate, the _____ Rider, contract attached if required, the _____ Rider, contract attached if required, and the _____ Rider, contract attached if required.

Comments:

Original contract. A \$89,415.58 security deposit is required for this account. Security deposit may be cash, Irrevocable Bank Letter of Credit or Surety Bond.

TARIFF PROVISIONS:

It is mutually agreed that Company's general terms and conditions and applicable rate schedule, as from time to time approved by and on file with the Public Service Commission of Kentucky, are made a part of this contract as fully as if written here.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives this day and year shown above.

KENTUCKY UTILITIES COMPANY

Heritage Coal Co LLC

By _____

By _____

Account Manager
Official Capacity

Official Capacity

Attest

Attest

Contract Account 3000-2285-3521

CONTRACT FOR ELECTRIC SERVICE

This contract made and entered into this _____ day of _____, 20 13 by
and between Kentucky Utilities Company ("Company")
and Heritage Coal Co LLC ("Customer")

WITNESSETH:

Beginning upon execution, or as soon thereafter as connection is made,
Company will sell and deliver to Customer at Overland Beltline - Uniontown, Kentucky
for the operation of a coal conveyor.

All electric capacity and energy taken under this contract will be delivered as
three phase, 60 cycle, alternating current, at a nominal voltage at the point of
277/480 volts, metered and billed as secondary service.
Secondary/Primary/Transmission

This point of delivery requires an estimated system capacity of
16 kW, or kVA as is appropriate, of Contract Capacity.

Each month Customer will pay to Company for all capacity and energy delivered to Customer in the
preceding billing period an amount determined in accordance with
GS - 3 Phase Rate Schedule and, as is appropriate, the
_____ Rider, contract attached if required, the
_____ Rider, contract attached if required, and the
_____ Rider, contract attached if required.

Comments:

Original contract. A \$668.71 security deposit is required for this account. Security deposit may be
cash, Irrevocable Bank Letter of Credit or Surety Bond.

TARIFF PROVISIONS:

It is mutually agreed that Company's general terms and conditions and applicable rate schedule, as from
time to time approved by and on file with the Public Service Commission of Kentucky, are made a part of
this contract as fully as if written here.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly
authorized representatives this day and year shown above.

KENTUCKY UTILITIES COMPANY

Heritage Coal Co LLC

By _____

By _____

Account Manager

Official Capacity

Official Capacity

Attest

Attest

Contract Account 3000-2283-9280

CONTRACT FOR ELECTRIC SERVICE

This contract made and entered into this _____ day of _____, 20 13 by and between Kentucky Utilities Company ("Company") and Heritage Coal Co LLC ("Customer")

WITNESSETH:

Beginning upon execution, or as soon thereafter as connection is made, Company will sell and deliver to Customer at 50 feet from Pole #23 - Overland South Tap. for the operation of a coal processing plant.

All electric capacity and energy taken under this contract will be delivered as three phase, 60 cycle, alternating current, at a nominal voltage at the point of 69,000 volts, metered and billed as transmission Secondary/Primary/Transmission service.

This point of delivery requires an estimated system capacity of 9,200 kW, or kVA as is appropriate, of Contract Capacity.

Each month Customer will pay to Company for all capacity and energy delivered to Customer in the preceding billing period an amount determined in accordance with RTS Rate Schedule and, as is appropriate, the _____ Rider, contract attached if required, the _____ Rider, contract attached if required, and the _____ Rider, contract attached if required.

Comments:

Original contract. A \$336,430.66 security deposit is required for this account. Security deposit may be cash, Irrevocable Bank Letter of Credit or Surety Bond.

TARIFF PROVISIONS:

It is mutually agreed that Company's general terms and conditions and applicable rate schedule, as from time to time approved by and on file with the Public Service Commission of Kentucky, are made a part of this contract as fully as if written here.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly authorized representatives this day and year shown above.

KENTUCKY UTILITIES COMPANY

Heritage Coal Co LLC

By _____

By _____

Account Manager
Official Capacity

Official Capacity

Attest

Attest

Contract Account 3000-2283-9520

CONTRACT FOR ELECTRIC SERVICE

This contract made and entered into this _____ day of _____, 20 13 by
and between Kentucky Utilities Company ("Company")
and Heritage Coal Co LLC ("Customer")

WITNESSETH:

Beginning upon execution, or as soon thereafter as connection is made,
Company will sell and deliver to Customer at Overland Coal T & R South
for the operation of a coal conveyor.

All electric capacity and energy taken under this contract will be delivered as
three phase, 60 cycle, alternating current, at a nominal voltage at the point of
4,160 volts, metered and billed as primary service.
Secondary/Primary/Transmission

This point of delivery requires an estimated system capacity of
700 kW, or kVA as is appropriate, of Contract Capacity.

Each month Customer will pay to Company for all capacity and energy delivered to Customer in the
preceding billing period an amount determined in accordance with
TODP Rate Schedule and, as is appropriate, the
_____ Rider, contract attached if required, the
_____ Rider, contract attached if required, and the
_____ Rider, contract attached if required.

Comments:

Original contract. A \$15,628.87 security deposit is required for this account. Security deposit may be
cash, Irrevocable Bank Letter of Credit or Surety Bond.

TARIFF PROVISIONS:

It is mutually agreed that Company's general terms and conditions and applicable rate schedule, as from
time to time approved by and on file with the Public Service Commission of Kentucky, are made a part of
this contract as fully as if written here.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly
authorized representatives this day and year shown above.

KENTUCKY UTILITIES COMPANY

Heritage Coal Co LLC

By _____

By _____

Account Manager
Official Capacity

Official Capacity

Attest

Attest

Contract Account 3000-2285-7175

CONTRACT FOR ELECTRIC SERVICE

This contract made and entered into this _____ day of _____, 20 13 by
and between Kentucky Utilities Company ("Company")
and Highland Mining #9 ("Customer")

WITNESSETH:

Beginning upon execution, or as soon thereafter as connection is made,
Company will sell and deliver to Customer at 69 kV meter 901-7 near Morganfield, Kentucky
for the operation of a coal mining facility.

All electric capacity and energy taken under this contract will be delivered as
three phase, 60 cycle, alternating current, at a nominal voltage at the point of
69,000 volts, metered and billed as transmission service.
Secondary/Primary/Transmission

This point of delivery requires an estimated system capacity of
13,300 kW, or kVA as is appropriate, of Contract Capacity.

Each month Customer will pay to Company for all capacity and energy delivered to Customer in the
preceding billing period an amount determined in accordance with
RTS Rate Schedule and, as is appropriate, the
_____ Rider, contract attached if required, the
_____ Rider, contract attached if required, and the
_____ Rider, contract attached if required.

Comments:

Original contract. A \$503,378.66 security deposit is required for this account. Security deposit may be
cash, Irrevocable Bank Letter of Credit or Surety Bond.

TARIFF PROVISIONS:

It is mutually agreed that Company's general terms and conditions and applicable rate schedule, as from
time to time approved by and on file with the Public Service Commission of Kentucky, are made a part of
this contract as fully as if written here.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their duly
authorized representatives this day and year shown above.

KENTUCKY UTILITIES COMPANY

Highland Mining #9

By _____

By _____

Account Manager
Official Capacity

Official Capacity

Attest

Attest