

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)**

**ORDER CONFIRMING DEBTORS' JOINT PLAN OF REORGANIZATION  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

The Debtors' Fourth Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code, dated December 15, 2013 (attached hereto as Appendix A, the "**Plan**"),<sup>2</sup> having been filed with this Court (the "**Court**") by Patriot Coal Corporation ("**Patriot Coal**") and its subsidiaries that are Debtors and Debtors In Possession in these cases (collectively, the "**Debtors**"); and the Court having entered, after due notice and a hearing, pursuant to Sections 1125 and 1126 of Title 11 of the United States Code (the "**Bankruptcy Code**"), Rules 2002 and 3017 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Rule 3017(D) of the Local Rules of the Bankruptcy Court for the Eastern District of Missouri, an order dated November 7, 2013 (the "**Approval Order**") (i) approving the Debtors' Disclosure Statement, including all Appendices attached thereto (as amended, the "**Disclosure Statement**"), (ii) approving solicitation and notice materials, (iii) approving forms of ballots, (iv) establishing solicitation and voting procedures, (v) establishing procedures for allowing and estimating

---

<sup>1</sup>The Debtors are the entities listed on Schedule 1 attached to the Confirmation Brief. 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, capitalized terms used herein shall have the meanings ascribed to such terms in the Plan.

certain claims for voting purposes, (vi) scheduling a confirmation hearing (the “**Confirmation Hearing**”) and (vii) establishing notice and objection procedures; and the Debtors having provided a copy of the Disclosure Statement to all holders of Claims in Class 1C (Senior Notes Parent Claims), Classes 2C-100C (Senior Notes Guarantee Claims), Class 1D (Convertible Notes Claims), Classes 1E and 2D-101D (General Unsecured Claims) and Classes 1F and 2E-101E (Convenience Class Claims) (collectively, the “**Voting Classes**”) as provided for by the Approval Order; and the various schedules to the Plan and Plan Supplements having been filed and served as required by the Plan; and the Confirmation Hearing having been held before the Court on December 17, 2013 after due notice to holders of Claims and Interests and other parties in interest in accordance with the Approval Order, the Bankruptcy Code and the Bankruptcy Rules; and upon all of the proceedings had before the Court and after full consideration of: (i) each of the objections to confirmation of the Plan (the “**Objections**”); (ii) the Memorandum of Law in Support of Confirmation of the Plan filed by the Debtors, dated December 15, 2013 (the “**Confirmation Brief**”); (iii) the declarations filed in connection with confirmation of the Plan, including (a) the *Declaration of John E. Lushefski in Support of Confirmation of the Debtors’ Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* (the “**Lushefski Declaration**”), (b) the *Declaration of Paul P. Huffard in Support of Confirmation of the Debtors’ Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* (the “**Huffard Declaration**”) and (c) the *Declaration of Craig E. Johnson of GCG, Inc. Certifying the Methodology for the Tabulation of Votes on and Results of Voting with Respect to the Debtors’ Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [ECF No. 5136] (the “**Vote Certification**” and, collectively with the Lushefski Declaration and the Huffard Declaration, the “**Declarations**”) and the testimony contained therein and (iv) all

other evidence proffered or adduced during, memoranda and objections filed in connection with and arguments of counsel made at the Confirmation Hearing; and after due deliberation and sufficient cause appearing therefor,

IT HEREBY IS DETERMINED, FOUND, ADJUDGED, DECREED AND ORDERED  
THAT:

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

1. Exclusive Jurisdiction; Venue; Core Proceeding (28 U.S.C. §§ 157(b)(2) and 1334(a)). The Court has jurisdiction over the Chapter 11 Cases pursuant to Sections 157 and 1334 of Title 28 of the United States Code. Venue is proper pursuant to Sections 1408 and 1409 of Title 28 of the United States Code. Confirmation of the Plan is a core proceeding pursuant to Section 157(b)(2)(L) of Title 28 of the United States Code, and this Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and should be confirmed.

2. Commencement and Joint Administration of the Chapter 11 Cases. On the Petition Date, each Debtor (other than Brody Mining, LLC and Patriot Ventures LLC) (collectively, the “**Initial Debtors**”) commenced with the United States Bankruptcy Court for the Southern District of New York a case under Chapter 11 of the Bankruptcy Code. On December 19, 2012, the Southern District of New York Bankruptcy Court entered an order transferring the Initial Debtors’ Chapter 11 Cases to this Court [ECF No. 1789]. Subsequently, Brody Mining, LLC and Patriot Ventures LLC (together, the “**New Debtors**”) each commenced its Chapter 11 Case by filing a petition for voluntary relief with this Court on September 23, 2013. The Initial Debtors’ Cases are being jointly administered pursuant to Bankruptcy Rule 1015(b) and the Joint Administration Order entered on July 10, 2012 [ECF No. 30], and the New Debtors’ Cases are

being jointly administered with the Initial Debtors' cases pursuant to Bankruptcy Rule 1015(b) and the Order Directing Joint Administration of Chapter 11 Cases entered by this Court on September 27, 2013 in each of the New Debtors' Chapter 11 Cases. The Debtors have operated their businesses and managed their properties as Debtors In Possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

3. Judicial Notice. The Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk of the Court and/or its duly appointed agent, including, without limitation, all pleadings and other documents filed and orders entered thereon. The Court also takes judicial notice of all evidence proffered or adduced and all arguments made at the hearings held before the Court during the pendency of these Chapter 11 Cases.

4. Burden of Proof. The Debtors, as the Plan proponents, have the burden of proving the elements of Section 1129 of the Bankruptcy Code by a preponderance of the evidence, and they have met that burden as further found and determined herein.

5. Notice; Transmittal and Mailing of Materials.

(a) Due, adequate and sufficient notice of the Disclosure Statement, the Plan and the Confirmation Hearing, along with adequate notice of the respective deadlines for voting on and filing objections to the Plan, has been given to all known holders of Claims and Interests substantially in accordance with the procedures set forth in the Approval Order, and no other or further notice is or shall be required;

(b) The Debtors have transmitted to members of the Voting Classes solicitation packages (the "**Solicitation Packages**"), each containing (i) a cover letter

describing the contents of the Solicitation Package and the contents of the enclosed CD-ROM, (ii) a CD-ROM containing (x) the Disclosure Statement (with the Plan annexed thereto and other exhibits) and (y) the Approval Order (without exhibits), (iii) the Confirmation Hearing Notice, (iv) a Ballot or Beneficial Ballot, as appropriate, together with a pre-addressed postage paid envelope and (v) a letter from the Creditors' Committee regarding acceptance of the Plan substantially in accordance with the procedures set forth in the Approval Order. All procedures used to distribute the Solicitation Packages to the Voting Classes were fair and were conducted in accordance with the Bankruptcy Code and the Bankruptcy Rules and all other applicable rules, laws and regulations;

(c) The Debtors have transmitted to members of the (i) non-voting unimpaired classes — Claims in Classes 1A-101A (Other Priority Claims) and Classes 1B-101B (Other Secured Claims) — and (ii) the non-voting impaired classes — Claims in Classes 1G and 2F-101F (Section 510(b) Claims) and Class 1H (Interests in Patriot Coal) — to the extent knowable, a notice describing such recipient's non-voting status and the deadline for filing objections to the Plan (the "**Non-Voting Notices**") substantially in accordance with the procedures set forth in the Approval Order;

(d) The Debtors have served all parties in interest with, at a minimum, the Confirmation Hearing Notice;

(e) Adequate and sufficient notice of the Confirmation Hearing and all other bar dates described in the Approval Order and the Plan has been given in accordance with the Bankruptcy Rules and the Approval Order, and no other or further notice is or shall be required; and

(f) The filing with the Court and service of the version of the Plan attached as Appendix A to the Disclosure Statement, the filing of the Plan on December 15, 2013 and the disclosure of any further modifications to the Plan on the record at the Confirmation Hearing constitute due and sufficient notice of the Plan and all modifications thereto.

6. Voting. Votes on the Plan were solicited after disclosure of “adequate information” as defined in Section 1125 of the Bankruptcy Code. As evidenced by the Vote Certification, votes to accept the Plan have been solicited and tabulated fairly, in good faith and in a manner consistent with the Approval Order, the Bankruptcy Code and the Bankruptcy Rules.

7. Plan Supplements and Schedules. On December 5, 2013, the Debtors filed a Plan Supplement, as described in Section 15.6 of the Plan. In addition, the Debtors filed Schedules 9.2(a) and 9.2(b) on November 27, 2013 and revised Schedules 9.2(a) and 9.2(b) on December 13, 2013. All such Plan Supplements and schedules to the Plan comply with the terms of the Plan, and the filing and notice of such documents was good and proper in accordance with the Bankruptcy Code, the Bankruptcy Rules and the Approval Order, and no other or further notice is or shall be required.

8. Plan Modifications (11 U.S.C. § 1127). Subsequent to solicitation, the Debtors made certain non-material modifications to the Plan (the “**Plan Modifications**”). Prior notice regarding the substance of the Plan Modifications, coupled with the filing with the Court of the Plan as modified by the Plan Modifications and, the disclosure of the Plan Modifications on the record at the Confirmation Hearing, constitute due and sufficient notice thereof.

9. Deemed Acceptance of Plan as Modified. All Plan Modifications are consistent with all of the provisions of the Bankruptcy Code, including, without limitation, Sections 1122,

1123, 1125 and 1127 and Bankruptcy Rule 3019, and all holders of Claims who voted to accept the Plan and who are conclusively presumed to have accepted the Plan are deemed to have accepted the Plan as modified by the Plan Modifications. No holder of a Claim or Interest shall be permitted to change its vote as a consequence of the Plan Modifications.

10. Bankruptcy Rule 3016(a). The Plan reflects the date it was filed with the Court and identifies the entities submitting it, thereby satisfying Bankruptcy Rule 3016(a).

11. Plan Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying Section 1129(a)(1) of the Bankruptcy Code.

(a) Proper Classification (11 U.S.C. §§ 1122 and 1123(a)(1)). In addition to DIP Facility Claims, Administrative Claims and Priority Tax Claims that need not be classified, the Plan classifies 707 Classes of Claims and Interests. The Claims and Interests placed in each Class are substantially similar to other Claims or Interests, as the case may be, in each such Class. Valid business, factual and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, the classifications were not done for any improper purpose and such Classes do not unfairly discriminate between or among holders of Claims or Interests. The Plan satisfies Sections 1122 and 1123(a)(1) of the Bankruptcy Code.

(b) Specified Unimpaired Classes (11 U.S.C. § 1123(a)(2)). Section 3.1 of the Plan specifies that Classes 1A-101A (Other Priority Claims) and Classes 1B-101B (Other Secured Claims) are Unimpaired by the Plan, thereby satisfying Section 1123(a)(2) of the Bankruptcy Code.

(c) Specified Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)).

Section 3.1 of the Plan designates Class 1C (Senior Notes Parent Claims), Classes 2C-100C (Senior Notes Guarantee Claims), Class 1D (Convertible Notes Claims), Classes 1E and 2D-101D (General Unsecured Claims), Classes 1F and 2E-101E (Convenience Class Claims), Classes 1G and 2F-101F (Section 510(b) Claims) and Class 1H (Interests in Patriot Coal) as Impaired, and Article 3 of the Plan specifies the treatment of each of these Classes of Claims and Interests under the Plan, thereby satisfying Section 1123(a)(3) of the Bankruptcy Code.

(d) No Discrimination (11 U.S.C. § 1123(a)(4)). The Plan provides for the same treatment by the Debtors for each Claim or Interest in each respective Class, unless the holder of a Claim or Interest has agreed to a less favorable treatment, thereby satisfying Section 1123(a)(4) of the Bankruptcy Code.

(e) Implementation of Plan (11 U.S.C. § 1123(a)(5)). The Plan and the various documents and agreements set forth in the Plan Supplements and schedules and described in the Plan provide adequate and proper means for the Plan's implementation, thereby satisfying Section 1123(a)(5) of the Bankruptcy Code.

(f) Nonvoting Equity Securities (11 U.S.C. § 1123(a)(6)). The certificate of incorporation of Reorganized Patriot Coal, the form of which was filed as a Plan Supplement on December 5, 2013 (the "**New Certificate of Incorporation**"), prohibits the issuance of non-voting equity securities to the extent required by the Bankruptcy Code. Thus, the requirements of Section 1123(a)(6) of the Bankruptcy Code are satisfied.

(g) Designation of Directors and Officers (11 U.S.C. § 1123(a)(7)). Section 10.3 of the Plan contains provisions on the manner of appointment of the directors and officers of the Reorganized Debtors that are consistent with the interests of creditors, equity security holders and public policy in accordance with Section 1123(a)(7) of the Bankruptcy Code.

(h) Additional Plan Provisions (11 U.S.C. § 1123(b)(6)). The Plan's provisions are appropriate and consistent with the applicable provisions of the Bankruptcy Code.

12. Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)). The Debtors, as the proponents of the Plan, have complied with the applicable provisions of the Bankruptcy Code, thereby satisfying Section 1129(a)(2) of the Bankruptcy Code. Specifically, *inter alia*:

(a) The Debtors are proper debtors under Section 109(d) of the Bankruptcy Code;

(b) The Debtors have complied with applicable provisions of the Bankruptcy Code, except as otherwise provided or permitted by order of the Court; and

(c) The Debtors have complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Approval Order in transmitting the Disclosure Statement, the Plan and related documents and notices in soliciting and tabulating votes on the Plan.

(d) Good Faith Solicitation (11 U.S.C. § 1125(e)). Based on the record before this Court in these Chapter 11 Cases, the Debtors, the DIP Agents, the DIP Lenders, the L/C Issuers, the arrangers, bookrunners and any syndication agent under the DIP Facilities, the Prepetition Credit Agreement Agent, the Prepetition Credit Agreement

Lenders, the arrangers under the Prepetition Credit Agreement, the Creditors' Committee and its current and former members, the Exit Credit Facilities Parties, the Backstop Parties, the Senior Notes Trustee, the Convertible Notes Trustee, Arch, Peabody, the UMWA and the other Exculpated Parties referred to in Section 11.6 of the Plan have acted in "good faith" within the meaning of Section 1125(e) of the Bankruptcy Code and in compliance with the applicable provisions of the Bankruptcy Code and Bankruptcy Rules in connection with all of their respective activities relating to the solicitation of acceptances to the Plan and their participation in the activities described in Section 1125 of the Bankruptcy Code and the Exculpated Parties referred to in Section 11.6 of the Plan are entitled to the protections afforded by Section 1125(e) of the Bankruptcy Code and the exculpation provisions set forth in Section 11.6 of the Plan.

13. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). The Debtors have proposed the Plan in good faith and not by any means forbidden by law, thereby satisfying Section 1129(a)(3) of the Bankruptcy Code. The Debtors' good faith is evident from the facts and records of these Chapter 11 Cases, the Disclosure Statement and the hearing thereon, and the record of the Confirmation Hearing and other proceedings held in these Chapter 11 Cases. The Plan was proposed with the legitimate and honest purpose of maximizing the value of the Debtors' Estates and effectuating a successful reorganization of the Debtors.

14. Payment for Services or Costs and Expenses (11 U.S.C. § 1129(a)(4)). Subject to the provisions of Section 7.1(a) of the Plan, any payment made or to be made by any of the Debtors for services or for costs and expenses in or in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been approved by, or is

subject to the approval of, the Court as reasonable, thereby satisfying Section 1129(a)(4) of the Bankruptcy Code.

15. Directors, Officers and Insiders (11 U.S.C. § 1129(a)(5)). The Debtors have complied with Section 1129(a)(5) of the Bankruptcy Code. The identity and affiliations of the persons proposed to serve as members of the New Board were disclosed in a Plan Supplement filed on December 5, 2013, and the appointment to, or continuance in, such positions of such persons is consistent with the interests of holders of Claims against, and Interests in, the Debtors and with public policy.

16. No Rate Changes (11 U.S.C. § 1129(a)(6)). The Plan does not contain any rate changes subject to the jurisdiction of any governmental regulatory commission and does not require approval by any governmental regulator. Therefore, the Plan satisfies Section 1129(a)(6) of the Bankruptcy Code.

17. Best Interests of Creditors (11 U.S.C. § 1129(a)(7)). The Plan satisfies Section 1129(a)(7) of the Bankruptcy Code. The Liquidation Analysis set forth in Appendix B to the Disclosure Statement and supported in the Lushefski Declaration and the Huffard Declaration (a) is persuasive and credible, (b) has not been controverted by other evidence, (c) is based on sound methodology and (d) establishes that each holder of an Impaired Claim or Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code on such date.

18. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Classes 1A-101A (Other Priority Claims) and Classes 1B-101B (Other Secured Claims) are all Classes of Unimpaired Claims or Interests that are conclusively presumed to have accepted the Plan under Section 1126(f) of the Bankruptcy Code. The Voting to Accept Classes (as defined in the Confirmation Brief) have voted to accept the Plan in accordance with Section 1126(c) of the Bankruptcy Code.

19. Treatment of DIP Facility, Administrative, Priority Tax and Priority Non-Tax Claims (11 U.S.C. § 1129(a)(9)). The treatment of DIP Facility Claims, Administrative Claims and Other Priority Claims pursuant to Section 2.1, Section 2.2 and Section 3.2 of the Plan, respectively, satisfies the requirements of Sections 1129(a)(9)(A) and (B) of the Bankruptcy Code, and the treatment of Priority Tax Claims pursuant to Section 2.3 of the Plan satisfies the requirements of Section 1129(a)(9)(C) of the Bankruptcy Code.

20. Acceptance by Impaired Classes (11 U.S.C. § 1129(a)(10)). The Voting to Reject Classes (as defined in the Confirmation Brief) have voted against the Plan; and the Deemed to Reject Classes (as defined in the Confirmation Brief) are not entitled to receive or retain any property under the Plan and, therefore, are deemed to have rejected the Plan pursuant to Section 1126(g) of the Bankruptcy Code. Although Section 1129(a)(8) of the Bankruptcy Code has not been satisfied with respect to the Rejecting Classes (as defined in the Confirmation Brief), the Plan is confirmable because the Plan does not discriminate unfairly and is fair and equitable with respect to the Rejecting Classes and thus satisfies Section 1129(b) of the Bankruptcy Code with respect to such Classes. With respect to each Debtor, without including any acceptance of the Plan by any insider, there is at least one Class of Claims against the Debtors that is Impaired

under the Plan and has accepted the Plan. Thus, the Plan satisfies the requirements of Section 1129(a)(10) of the Bankruptcy Code.

21. Feasibility (11 U.S.C. § 1129(a)(11)). The evidence submitted regarding feasibility through the Declarations together with all evidence proffered or advanced at or prior to the Confirmation Hearing (a) is persuasive and credible, (b) has not been controverted by other evidence and (c) establishes that confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Reorganized Debtors, thus satisfying the requirements of Section 1129(a)(11) of the Bankruptcy Code.

22. Payment of Fees (11 U.S.C. § 1129(a)(12)). As provided in Section 15.4 of the Plan, all fees payable pursuant to Section 1930(a) of Title 28 of the United States Code, as determined by the Court, have been paid or shall be paid for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed or closed, whichever occurs first, thus satisfying the requirements of Section 1129(a)(12) of the Bankruptcy Code.

23. Continuation of Retiree Benefits (11 U.S.C. § 1129(a)(13)). As required by Section 1129(a)(13) of the Bankruptcy Code, following the Effective Date of the Plan, as set forth in Section 9.4 of the Plan, the payment of all retiree benefits (as defined in Section 1114 of the Bankruptcy Code) will continue at the levels established pursuant to subsections (e)(1)(B) of Section 1114 of the Bankruptcy Code or as otherwise addressed by orders of the Bankruptcy Court, at any time prior to the entry of this Confirmation Order, for the duration of the periods the Debtors have obligated themselves to provide such benefits, thereby satisfying Section 1129(a)(13) of the Bankruptcy Code; *provided, however*, that nothing in this Confirmation Order

will be construed to restrict or enlarge the Reorganized Debtors' rights to modify any such retiree benefits (including health and welfare benefits) under applicable non-bankruptcy law.

24. No Unfair Discrimination; Fair and Equitable (11 U.S.C. § 1129(b)). Based upon the Declarations and all other evidence before the Court, the Plan does not discriminate unfairly and is fair and equitable with respect to all of the Rejecting Classes, as required by Sections 1129(b)(1) and (2) of the Bankruptcy Code. Thus, the Plan may be confirmed notwithstanding certain of the Debtors' failure to satisfy Section 1129(a)(8) of the Bankruptcy Code. Upon confirmation and the occurrence of the Effective Date, the Plan shall be binding upon the members of the Rejecting Classes.

(a) The Plan Does Not Unfairly Discriminate Against the Rejecting Classes.

The Plan does not unfairly discriminate against the Rejecting Classes. With respect to the difference in treatment under the Plan between the Rejecting Classes and the Accepting Classes, (a) a reasonable basis exists for any discrimination; (b) the Plan cannot be consummated without the discrimination; (c) the discrimination was proposed in good faith; and (d) the degree of discrimination is in proportion to its rationale. As a result, there is a reasonable basis for any disparate treatment between and among Classes. Therefore, the Plan satisfies Section 1129(b)(1) of the Bankruptcy Code.

(b) The Plan is Fair and Equitable. The Plan is fair and equitable, in that, other than as provided with respect to Classes 2G-101G (Interests in Subsidiary Debtors), which serves to preserve the corporate structure for the benefit of all creditors, no holder that is junior to the Claims and Interests classified in the Rejecting Classes will receive or retain under the Plan any property on account of such junior interest. Therefore, the Plan satisfies Section 1129(b)(2)(C)(ii) of the Bankruptcy Code.

25. Only One Plan (11 U.S.C. § 1129(c)). The Plan is the only plan of reorganization filed in these Chapter 11 Cases. Accordingly, Section 1129(c) of the Bankruptcy Code is inapplicable in these Chapter 11 Cases.

26. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). The principal purpose of the Plan, as evidenced by its terms, is not the avoidance of taxes or the avoidance of the application of Section 5 of the Securities Act.

27. Satisfaction of Confirmation Requirements. Based upon the foregoing, the Plan satisfies the requirements for confirmation set forth in Section 1129 of the Bankruptcy Code.

28. Implementation. All documents and agreements necessary to implement the Plan, including, without limitation, those contained in the Plan Supplements and schedules to the Plan, and all other relevant and necessary documents have been negotiated in good faith at arm's-length and are in the best interests of the Debtors and the Reorganized Debtors and shall, upon completion of such documentation and execution, be valid, binding and enforceable documents and agreements not in conflict with any federal or state law.

29. Good Faith. The Debtors, the DIP Agents, the DIP Lenders, the L/C Issuers, the arrangers, bookrunners and any syndication agent under the DIP Facilities, the Prepetition Credit Agreement Agent, the Prepetition Credit Agreement Lenders, the arrangers under the Prepetition Credit Agreement, the Creditors' Committee and its current and former members, the Exit Credit Facilities Parties, the Backstop Parties, the Senior Notes Trustee, the Convertible Notes Trustee, Arch, Peabody, the UMWA and the other Released Parties will be acting in good faith if they proceed to (i) consummate the Plan and the agreements, settlements, transactions and transfers contemplated thereby in accordance with the Plan and this Confirmation Order (including,

without limitation, the Restructuring Transactions set forth in Section 5.6 of the Plan and the Plan Supplements) and (ii) take the actions authorized and directed by this Confirmation Order.

30. Assumption or Rejection of Executory Contracts and Unexpired Leases. The Debtors have exercised their reasonable business judgment prior to the Confirmation Hearing in determining whether to assume or reject each of their executory contracts and unexpired leases as set forth in Article 9 of the Plan, the schedules to the Plan, the Plan Supplements, this Confirmation Order or otherwise. Each assumption or rejection of an executory contract or unexpired lease pursuant to this Confirmation Order and in accordance with Article 9 of the Plan, or otherwise by prior order of this Court, shall be legal, valid and binding upon the applicable Reorganized Debtor and all non-Debtor entities party to such executory contract or unexpired lease (subject to the rights of the non-debtor entities party to such agreements to object to such assumption or rejection and the rights of the applicable Reorganized Debtor in response to any such objection); *provided, however*, that nothing in this Confirmation Order shall be construed as an Order of this Court compelling performance under any assumed contract or lease; *provided, further*, that no unexpired lease listed on Schedule 9.2(a) shall include or be deemed to include any (i) payment agreements; (ii) royalty agreements, including overriding royalty agreements; (iii) assignment and assumption agreements; (iv) purchase and other acquisition agreements; (v) sale agreements; or (vi) purchase option agreements.

31. Adequate Assurance. The Debtors have provided adequate assurance of future performance for each of the executory contracts and unexpired leases that are being assumed by the Debtors pursuant to the Plan. The Debtors have cured or provided adequate assurance that the Reorganized Debtors will cure defaults (if any) under or relating to each of the executory contracts and unexpired leases that are being assumed by the Debtors pursuant to the Plan. The

Plan and such assumptions, therefore, satisfy the requirements of Section 365 of the Bankruptcy Code.

32. Valuation. In accordance with the estimated recoveries set forth in the Disclosure Statement, the enterprise value of the Debtors is insufficient to support a distribution to holders of Interests in Patriot Coal (Class 1H) or Section 510(b) Claims (Classes 1G, 2F-101F).

33. Transfers by Debtors; Vesting of Assets. All transfers of property of the Debtors' Estates, including, without limitation, the transfer of the New Common Stock, the Rights Offering Notes and the Rights Offering Warrants, shall be free and clear of all mortgages, deeds of trust, Liens, charges, Claims, encumbrances, pledges and other interests, except as expressly provided in the Plan, this Confirmation Order or the Exit Credit Facilities Documents. Pursuant to Sections 1141(b) and (c) of the Bankruptcy Code, all property of each of the Debtors (excluding property that has been abandoned pursuant to the Plan or an order of the Bankruptcy Court) shall vest in each of the respective Reorganized Debtors or their successors or assigns, as the case may be, free and clear of all mortgages, deeds of trust, Liens, pledges, charges, Claims, encumbrances and other interests, except as expressly provided in the Plan, this Confirmation Order or the Exit Credit Facilities Documents. Such vesting does not constitute a voidable transfer under the Bankruptcy Code or applicable nonbankruptcy law.

34. Releases and Discharges. The releases and discharges of Claims and Causes of Action described in the Plan, including releases by the Debtors and by holders of Claims, constitute good faith compromises and settlements of the matters covered thereby and are consensual. Such compromises and settlements are made in exchange for consideration and are in the best interest of holders of Claims, are fair, equitable, reasonable and are integral elements

of the resolution of the Chapter 11 Cases in accordance with the Plan. Each of the discharge, release, indemnification and exculpation provisions set forth in the Plan, including, without limitation, those set forth in the UMWA Settlement, the UMWA Settlement Order, the Non-Union Retiree Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement and the Peabody Settlement Order, each of which are incorporated herein by reference, (a) is within the jurisdiction of the Bankruptcy Court under Sections 1334(a), 1334(b) and 1334(e) of Title 28 of the United States Code, (b) is an essential means of implementing the Plan, (c) is an integral and non-severable element of the Plan and the transactions incorporated therein, (d) confers a material benefit on, and is in the best interests of, the Debtors, their Estates and their Creditors, (e) is important to the overall objectives of the Plan to finally resolve all Claims among or against the parties-in-interest in the Chapter 11 Cases with respect to the Debtors, (f) is fair, equitable and reasonable and in exchange for good and valuable consideration and (g) is consistent with Sections 105, 1123, 1129 and other applicable provisions of the Bankruptcy Code.

35. Exit Credit Facilities. The incurrence of indebtedness, provision of guarantees and granting of collateral under the Exit Credit Facilities and the Exit Credit Facilities Documents are in the best interests of the Reorganized Debtors, and are necessary and appropriate for the consummation of the Plan and the operations of the Reorganized Debtors. The Exit Credit Facilities Documents were negotiated at arm's length, and in good faith, without the intent to hinder, delay or defraud any creditor of the Debtors. The Exit L/C Credit Agreement has been approved by the requisite Second Out DIP Lenders pursuant to paragraph 23 of the DIP Order. The Debtors have provided sufficient and adequate notice of the Exit Credit Facilities and the Exit Credit Facilities Documents to all parties in interest in these

Chapter 11 Cases. The terms and conditions of the Exit Credit Facilities, as set forth in the Exit Credit Facilities Documents, are fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and are approved.

36. Rights Offerings. The incurrence of indebtedness, provision of guarantees and granting of collateral under the Rights Offering Notes, the Rights Offering Notes Indenture and the Collateral Documents (as defined in the Rights Offering Notes Indenture) (the "**Rights Offering Notes Collateral Documents**," and together with the Rights Offering Notes Indenture, the "**Rights Offering Notes Documents**"), are, in each case, in the best interests of the Reorganized Debtors, and are necessary and appropriate for the consummation of the Plan and the operations of the Reorganized Debtors. The Debtors have provided sufficient and adequate notice of the Rights Offering Notes and the Rights Offering Notes Documents to all parties in interest in these Chapter 11 Cases. The terms and conditions of the Rights Offering Notes, as set forth in the Rights Offering Notes Documents are, in each case, fair and reasonable, reflect the Debtors' exercise of prudent business judgment consistent with their fiduciary duties and are approved.

37. Backstop Parties. Pursuant to, *inter alia*, the Plan, the Backstop Rights Purchase Agreement, and the Rights Offerings Procedures, upon the Effective Date, as a result of the transactions effectuated by the Plan, the Rights Offerings, and the Backstop Rights Purchase Agreement, the Backstop Parties will not own, directly or indirectly, any of the New Common Stock, by vote or value of such New Common Stock, and the Backstop Parties shall only be passive investors in the Reorganized Debtors with respect to and by virtue of their receipt and holding of the Rights Offering Warrants and the Rights Offering Notes obtained in connection with the Rights Offerings. Pursuant to, *inter alia*, the Plan, the Backstop Rights Purchase

Agreement, and the Rights Offerings Procedures, the Backstop Parties have acted individually in making their respective passive investments in the Reorganized Debtors, and, upon the Effective Date, the Backstop Parties' investment interests in the Reorganized Debtors shall not provide for any right or ability (and the Backstop Parties and their respective affiliates expressly disclaim any intention) to participate in or control the management, business, or operations of the Reorganized Debtors.

38. The Debtors have made an overwhelming and uncontroverted showing of the very substantial cost, harm, risk and prejudice to these Estates and their Creditors that would result if the Plan is not consummated.

### **DECREES**

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED  
THAT:

39. Confirmation. The Plan is approved and confirmed under Section 1129 of the Bankruptcy Code. The schedules to the Plan and the terms of the Plan Supplements are incorporated by reference into and are an integral part of the Plan.

40. Objections. All objections that have not been withdrawn, waived or settled, and all reservations of rights pertaining to Confirmation of the Plan, are overruled on the merits.

41. Plan Supplements. The documents contained or referred to in the Plan or the Plan Supplements, including, *inter alia*, the Voting Trust Agreement, the Rights Offering Notes Indenture, the New Stockholders' Agreement, the Rights Offering Warrant Agreement, the Exit Credit Facilities Documents, the Registration Rights Agreement, the documents underlying the Restructuring Transactions, and any amendments, modifications, and supplements thereto, and

all documents and agreements related thereto (including all exhibits and attachments thereto and documents referred to therein), and the execution, delivery and performance thereof by the Reorganized Debtors, are authorized and approved. Unless the provisions of the documents contained or referred to in the Plan or the Plan Supplements provide otherwise, until such documents are finalized and executed, without further order or authorization of this Court, the Debtors, the Reorganized Debtors and their successors are authorized and empowered to make any and all modifications to all documents included as part of the Plan Supplements or otherwise contemplated by the Plan in accordance with Article 13 of the Plan. Once finalized and executed, and upon the Effective Date, the documents comprising the Plan Supplements and all other documents contemplated by the Plan shall constitute legal, valid, binding and authorized obligations of the respective parties thereto, enforceable in accordance with their terms subject to any amendments, modifications and supplements thereto without approval of this Court and, to the extent applicable, shall create, as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests purported to be created thereby.

42. Provisions of Plan and Confirmation Order Non-Severable and Mutually Dependent. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are each non-severable and mutually dependent.

43. Preparation, Delivery and Execution of Additional Documents by Third Parties. Each holder of a Claim receiving a distribution pursuant to the Plan and all other parties in interest shall, from time to time, take any reasonable actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

44. Solicitation and Notice. Notice of the Confirmation Hearing complied with the terms of the Approval Order, was appropriate and satisfactory based on the circumstances of the Chapter 11 Cases and was in compliance with the provisions of the Bankruptcy Code and the Bankruptcy Rules. The solicitation of votes on the Plan complied with the solicitation procedures in the Approval Order, was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases and was in compliance with the provisions of the Bankruptcy Code and the Bankruptcy Rules. Notice of the Plan Supplements and all related documents was appropriate and satisfactory based upon the circumstances of the Chapter 11 Cases and was in compliance with the provisions of the Plan, the Bankruptcy Code and the Bankruptcy Rules.

45. Plan Classifications Controlling. The classification of Claims and Interests for purposes of distributions made under the Plan shall be governed solely by the terms of the Plan. The classifications set forth on the Ballots tendered to or returned by the Creditors in connection with voting on the Plan (a) were set forth on the Ballots solely for purposes of voting to accept or reject the Plan, (b) do not necessarily represent, and in no event shall be deemed to modify or otherwise affect, the actual classification of such Claims under the Plan for distribution purposes and (c) shall not be binding on the Debtors or Reorganized Debtors.

46. Treatment in Full Satisfaction. The treatment of Claims and Interests set forth in the Plan is in full and complete satisfaction of the legal, contractual and equitable rights that each holder of a Claim or Interest may have against the Debtors, the Debtors' Estates or their respective property, on account of such Claim or Interest.

47. Releases of Liens. Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan (including, but not limited to, the Exit Credit Facilities Documents and the Rights Offering Notes Documents) on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released, settled, discharged and compromised and all rights, titles, and interests of any holder of such mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall revert to the Reorganized Debtors and their successors and assigns. Each DIP Agent, DIP Lender and holder of a Secured Claim shall take all actions to effectuate and confirm such termination, release and discharge as reasonably requested by the Debtors or the Reorganized Debtors; *provided, however,* that with respect to the First Out DIP Facility, the foregoing shall be conditioned upon satisfaction of, and consistent with, the terms and provisions of that certain payoff letter, dated prior to or as of the Effective Date, by and between the First Out DIP Agent and the Debtors. The Reorganized Debtors are authorized to file any necessary or desirable documents to evidence such release in the name of the party secured by such pre-Effective Date mortgages, deeds of trust, Liens, pledges or other security interests.

48. Continued Corporate Existence. Except as otherwise provided in the Plan and subject to any Restructuring Transactions consummated as permitted by Section 5.6 of the Plan or described in the Plan Supplements, each Debtor shall, as a Reorganized Debtor, continue to exist after the Effective Date as a separate legal entity, each with all of the powers of a

corporation, under the laws of its jurisdiction of organization and without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) under applicable state law.

49. Cancellation of Old Stock and Debtors' Obligations under Indenture Documents.

On the Effective Date, all rights of any holder of Claims against, or Interest in, the Debtors, including options or warrants to purchase Interests, obligating the Debtors to issue, transfer or sell Interests or any other capital stock of the Debtors, shall be cancelled; *provided, however*, that Interests in Subsidiary Debtors shall be Reinstated. Regarding the Convertible Notes Indenture and the Senior Notes Indenture, and any related note, guaranty, bond, certificate or similar instrument (other than, for the avoidance of doubt, the Rights Offering Notes Indenture) (together the "**Indenture Documents**"), the obligations of the Debtors thereunder and in any way related thereto shall be fully satisfied, released and discharged in exchange for the treatment provided under the Plan for Allowed Senior Notes Claims and Allowed Convertible Notes Claims, as applicable; *provided* that the satisfaction, release and discharge of the Debtors' obligations with respect to the Indenture Documents shall not alter the obligations or rights of any non-Debtor third parties vis-à-vis one another with respect to such Indenture Documents.

50. Authorization of New Common Stock; Rights Offering Warrants; Rights Offering Notes. Without further act or action under applicable law, regulation, order or rule, Reorganized Patriot Coal is authorized to issue the New Common Stock, Rights Offering Notes and Rights Offering Warrants on the Effective Date pursuant to the terms of the Plan, free and clear of all Liens, Claims and other Interests. Each share of the New Common Stock, Rights Offering Note and Rights Offering Warrant issued and distributed pursuant to the Plan shall be duly authorized, validly issued, and fully paid and non-assessable. The Debtors or the Reorganized Debtors, as the case may be, are authorized to execute and deliver all documentation relating to the issuance

of the aforementioned New Securities and the Restructuring Transactions, and are authorized to engage in such further transactions as are determined by the Debtors (or the Reorganized Debtors) to be necessary in the furtherance of the Plan or the Rights Offerings.

51. Exit Credit Facilities; Rights Offering Notes; Incurrence of New Indebtedness.

(a) The Reorganized Debtors' entry on the Effective Date into (i) the Exit Credit Facilities and the Exit Credit Facilities Documents and (ii) the Rights Offering Notes Documents in connection with the issuance of the Rights Offering Notes, and, in each case of (i) and (ii), the incurrence of the indebtedness thereunder, the provision of guarantees, the granting of collateral and other security interests in accordance therewith, and all other actions to be taken, undertakings to be made and obligations to be incurred by the Reorganized Debtors (including, without limitation, the payment of all fees, expenses, losses, damages, indemnities and other amounts provided for in the Exit Credit Facilities Documents and the Rights Offering Notes Documents) shall be authorized and approved in all respects by virtue of entry of this Confirmation Order, in accordance with the Bankruptcy Code and applicable state law (including, but not limited to, Section 303 of the Delaware General Corporations Law, to the extent applicable, and any analogous provision of the applicable business organizations law or code of each other state in which the Reorganized Debtors are incorporated or organized) and without the need for any further corporate action or any further action by holders of Claims or Interests in the Debtors or the Reorganized Debtors or stockholders, directors, members or partners of the Debtors or the Reorganized Debtors, and with like effect as if such actions had been taken by unanimous actions thereof.

(b) Each of the Reorganized Debtors, without any further action by the Court or each respective Reorganized Debtors' officers, directors or stockholders, is hereby authorized and directed to enter into, and take such actions as necessary to perform under, or otherwise effectuate, the Exit Credit Facilities, the Exit Credit Facilities Documents, the Notes Rights Offering and the Rights Offering Notes Documents, as well as any notes, documents or agreements in connection therewith, including, without limitation, any documents required in connection with the creation or perfection of Liens or other security interests in connection therewith.

(c) Upon consummation of the Exit Credit Facilities and the Notes Rights Offering, the lenders or trustees thereunder, as applicable, shall have legal, valid, binding and enforceable Liens and other security interests on the collateral specified in the Exit Credit Facilities Documents and the Rights Offering Notes Documents. The guarantees, mortgages, deeds of trust, pledges, Liens and other security interests granted pursuant to or in connection with the Exit Credit Facilities and Rights Offering Notes Documents are granted in good faith, for good and valuable consideration and for legitimate business purposes as an inducement to lenders to extend credit thereunder and are reasonable and shall be, and hereby are, deemed not to constitute a preferential transfer, fraudulent conveyance, fraudulent transfer or other voidable transfer and shall not otherwise be subject to avoidance, recharacterization or subordination. The priorities of such Liens and other security interests shall be as set forth in and subject to the Intercreditor Agreements (as defined in the Exit Credit Facility Documents), the other Exit Credit Facility Documents or Rights Offering Notes Documents and applicable law.

(d) The Reorganized Debtors and the secured parties (and their designees and agents) under the Exit Credit Facilities Documents are hereby authorized to make all filings and recordings, and to obtain all governmental approvals and consents to evidence, establish and perfect such Liens and other security interests under the provisions of the applicable state, provincial, federal or other law that would be applicable in the absence of the Plan and this Confirmation Order (it being understood that perfection of the Liens and other security interests granted under the Exit Credit Facilities Documents shall occur automatically by virtue of the entry of this Confirmation Order and consummation of the Exit Credit Facilities, and any such filings, recordings, approvals and consents shall not be necessary or required as a matter of law to perfect such Liens and other security interests), and shall thereafter cooperate to make all other filings and recordings that otherwise would be necessary under applicable law to give notice of such Liens and other security interests to third parties.

(e) The Exit L/C Credit Agreement, having been approved by the affirmative vote of the requisite holders of Second Out DIP Facility Claims pursuant to paragraph 23 of the DIP Order, is an Approved Second Out DIP L/C Arrangement, and, upon consummation of the Exit L/C Credit Agreement, each Outstanding L/C under the Second Out DIP Facility shall be deemed to be Paid in Full. From and after the Effective Date, the Second Out DIP Agent and each lender and L/C Issuer under the Second Out DIP Facility shall be deemed to be bound by the Exit L/C Credit Agreement. Without limiting the foregoing, upon the consummation date of the Exit L/C Credit Agreement, the Debtors are authorized to and shall pay the consent fee payable under that certain Agreement, dated as of November 5, 2013, to the Second Out DIP Facility Lenders

entitled thereto. Neither Barclays Bank PLC nor Deutsche Bank Securities Inc. shall have any obligations or liability to the Second Out DIP Agent or any lender or any L/C Issuer under the Second Out DIP Facility in connection with or related to the Exit L/C Credit Agreement, except to the extent of the obligations expressly provided for in the Exit L/C Credit Agreement.

(f) Notwithstanding anything to the contrary in this Confirmation Order or the Plan, the Court's retention of jurisdiction shall not govern any disputes arising or asserted under, or any enforcement action or rights or remedies taken or exercised in connection with any documentation executed in connection with the Exit Credit Facilities, the Rights Offering Notes or any Liens or other security interests related thereto.

52. Restructuring Transactions.

(a) On or after the Effective Date, including after the cancellation and discharge of all Claims pursuant to the Plan and before the issuance of the New Common Stock, the Reorganized Debtors may engage in or take such actions as may be necessary or appropriate to effect the Restructuring Transactions. The actions to effect the Restructuring Transactions may include (a) dissolving companies or creating new companies (including limited liability companies), (b) merging, dissolving, transferring assets or otherwise consolidating any of the Debtors in furtherance of the Plan, or engaging in any other transaction in furtherance of the Plan, (c) executing and delivering appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, liquidation, domestication, continuation or reorganization containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law; (d) executing and delivering appropriate

instruments of transfer, assignment, assumption or delegation of any property, right, liability, debt or obligation on terms consistent with the terms of the Plan; (e) filing appropriate certificates or articles of merger, consolidation or dissolution or other filings or recordings pursuant to applicable state law; and (f) taking any other action reasonably necessary or appropriate in connection with the Restructuring Transactions. In each case in which the surviving, resulting or acquiring Entity in any of these transactions is a successor to a Reorganized Debtor, such surviving, resulting or acquiring Entity will perform the obligations of the applicable Reorganized Debtor pursuant to the Plan, including with respect to the DIP Agents and the DIP Lenders and including paying or otherwise satisfying the Allowed Claims to be paid by such Reorganized Debtor.

Implementation of any Restructuring Transaction shall not affect any performance obligations, distributions, discharges, exculpations, releases or injunctions set forth in the Plan. Nothing in the Plan or this Confirmation Order authorizes the transfer or assignment of any governmental (i) license, (ii) permit, (iii) registration, (iv) authorization or (v) approval without compliance with all applicable legal requirements under non-bankruptcy laws and regulations governing such transfers or assignments.

(b) The Debtors or the Reorganized Debtors, as the case may be, are hereby authorized to execute and deliver such contracts, instruments, certificates, agreements and documents (collectively, the “**Restructuring Documents**”) to make such filings under state law or applicable law and to take such other actions as any appropriate officer may determine to be necessary, appropriate or desirable to effect the transactions contemplated by Section 5.6(c) of the Plan. Each appropriate officer of each Debtor or Reorganized Debtor is authorized to execute, deliver, file and have recorded any of the

Restructuring Documents and to take such other actions on behalf of such Debtor or Reorganized Debtor as such person may determine to be required, appropriate or desirable under state law or any other applicable law in connection with the Restructuring Transactions, and the appropriate officers of each Debtor or Reorganized Debtor are authorized to certify or attest to any of the foregoing actions. The execution and delivery or filing of any such Restructuring Document or the taking of any such action shall be deemed conclusive evidence of the authority of such person so to act. Each federal, state and local governmental agency or department is authorized and directed to accept the filing of any Restructuring Document. This Confirmation Order is declared to be in recordable form and shall be accepted by any filing or recording officer or authority of any applicable governmental authority or department without any further orders, certificates or other supporting documents.

53. Voting Trust.

(a) Entry into the Voting Trust Agreement, the establishment of the Voting Trust, the selection of the Voting Trustee and the form of the proposed Voting Trust Agreement is appropriate and in the best interests of the Debtors.

(b) On or before the Effective Date, the parties to the Voting Trust Agreement are authorized to enter into and perform under the Voting Trust Agreement. The Voting Trust Agreement shall, upon execution, be valid, binding and enforceable in accordance with its terms.

(c) On the Effective Date, the shares of New Class B Common Stock designated to be transferred to a Voting Trust(s) shall be issued and transferred by the Debtors directly to the Voting Trust(s) without the need for any person or Entity to take

any further action or obtain any approval. Such transfers shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. Upon the foregoing transfers to the Voting Trust, except as specifically set forth in the Voting Trust Agreement, the Debtors and the Reorganized Debtors shall have no further liability or obligation relating to the Voting Trust. Except as specifically set forth in the Voting Trust Agreement, in no event shall the Debtors or the Reorganized Debtors have or be deemed to have any fiduciary or other duty to the Voting Trust, nor any responsibilities for administering the Voting Trust.

(d) The appointment of the Voting Trustee(s) in accordance with the terms of the Plan and the Voting Trust Agreement is hereby approved. The duty of the Voting Trustee(s) shall be to vote the shares of the New Class B Common Stock held in trust so as to maximize the enterprise value of Reorganized Patriot Coal that accretes to the holders of the debt and equity of Reorganized Patriot Coal. The Voting Trustee(s) shall govern the Voting Trust(s) in accordance with the Voting Trust Agreement(s). The Backstop Parties shall have no interest in the Voting Trust or the shares subject thereto, and shall have no right to designate, direct, remove or reappoint any Voting Trustee(s).

(e) From and after the date of the Effective Date, the Voting Trustee, the Voting Trust, and each of their respective members, attorneys, advisors or agents, shall (a) not have or incur any liability to any Person (including the Patriot Retirees VEBA and any holder of the Reorganized Debtors' loans or securities) for any act or omission in connection with, or arising out of, the administration of the Voting Trust or any other actions taken or not taken in connection with the Voting Trust Agreement, including with respect to any votes cast or not cast, and any transfer of New Common Stock pursuant to

Section 2.2 of the Voting Trust Agreement (including, without limitation, with respect to the timing thereof, the amount of consideration received therefore and the process pursuant to which the Voting Trustee determined the fair market value of such New Common Stock), unless such act or omission constitutes fraud, gross negligence or willful misconduct on its part as determined by a final, non-appealable order of a court of competent jurisdiction, (b) be entitled to rely in good faith upon the advice of counsel with respect to their duties and responsibilities under the Voting Trust and the Voting Trust Agreement, and (c) be fully protected in, and shall not have or incur any liability to any Person (including the Patriot Retirees VEBA and any holder of the Reorganized Debtors' loans or securities) for, acting or in refraining from acting, in accordance with such advice.

54. Corporate Action.

(a) On and after the Effective Date, the adoption, filing, approval and ratification, as necessary, of all corporate or related actions contemplated hereby with respect to each of the Reorganized Debtors shall be deemed authorized and approved in all respects. Without limiting the foregoing, such actions may include: (i) the adoption and filing of the New Certificate of Incorporation, (ii) the adoption and filing of certificates of incorporation and other organizational documents of the Reorganized Debtors and (iii) the Restructuring Transactions authorized by Section 5.6 of the Plan, including those described in the Plan Supplements.

(b) All matters provided for in the Plan involving the corporate structure of any Debtor or any Reorganized Debtor, or any corporate action required by any Debtor or any Reorganized Debtor in connection with the Plan, shall be deemed to have occurred

and shall be in effect, without any requirement of further action by the security holders or directors of such Debtor or Reorganized Debtor or by any other stakeholder.

(c) On or after the Effective Date, the appropriate officers of each Reorganized Debtor and members of the board of directors, board of managers or equivalent body of each Reorganized Debtor are authorized and directed to issue, execute, deliver, file and record any and all agreements, documents, securities, deeds, bills of sale, conveyances, releases and instruments contemplated by the Plan or the transactions contemplated thereby in the name of and on behalf of such Reorganized Debtor and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan and the transactions contemplated thereby.

55. New Board. Upon the occurrence of the Effective Date, the Persons proposed to serve as members of the New Board, as identified in the Plan Supplement filed on December 5, 2013, shall be the members of the New Board.

56. Securities Laws Exemption. To the maximum extent provided by Section 1145 of the Bankruptcy Code and applicable non-bankruptcy law, the offering, issuance and distribution of the New Common Stock shall be exempt from, among other things, the registration and prospectus delivery requirements of Section 5 of the Securities Act and any other applicable state and federal law requiring registration and/or delivery of a prospectus prior to the offering, issuance, distribution or sale of securities, subject to the provisions of Section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in Section 2(a)(11) of the Securities Act. The offering, issuance and distribution of the Rights Offering Notes and the Rights Offering Warrants will be made pursuant to the exemption set forth in Section 4(2) of the Securities Act or another exemption thereunder. In addition, any securities contemplated by the

Plan and any and all agreements incorporated therein, including the New Securities, shall be subject to (i) compliance with any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments; (ii) the restrictions, if any, on the transferability of such securities and instruments, including those set forth in the New Certificate of Incorporation, the New Stockholders' Agreement, the Rights Offering Warrant Agreement and the Rights Offering Notes Indenture; and (iii) applicable regulatory approval, if any.

57. Distributions Under the Plan. All distributions under the Plan shall be made in accordance with Article 6 of the Plan.

58. Unclaimed Distributions. All distributions under the Plan that remain unclaimed for one year after distribution shall indefeasibly revert to Reorganized Patriot Coal. Upon such reversion, the relevant Allowed Claim (and any Claim on account of missed distributions) shall be automatically discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary.

59. Disputed Claims. On and after the Effective Date, the Reorganized Debtors shall have the sole authority to litigate, compromise, settle, otherwise resolve or withdraw any objections to all Claims and to compromise and settle any Claims without notice to or approval by the Bankruptcy Court or any other party. Notwithstanding any other provision in the Plan, no payments or distributions shall be made with respect to a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Final Order, and the Disputed Claim has become an Allowed Claim.

60. Other Administrative Claim Bar Date. All requests for payment of Other Administrative Claims that accrued on or before the Effective Date (other than Professional Fee Claims, which are subject to the provisions of Section 7.1 of the Plan) must be filed with the Claims Agent and served on counsel for the Debtors and Reorganized Debtors by the Other Administrative Claim Bar Date. Any requests for payment of Other Administrative Claims pursuant to Section 7.2 of the Plan that are not properly filed and served by the Other Administrative Claim Bar Date shall be disallowed automatically without the need for any objection from the Debtors or the Reorganized Debtors or any action by the Bankruptcy Court. Notwithstanding the foregoing, requests for payment of Other Administrative Claims need not be filed with respect to Other Administrative Claims that (i) are for goods or services provided to the Debtors in the ordinary course of business, (ii) previously have been Allowed by Final Order of the Bankruptcy Court, including the DIP Orders, (iii) are for Cure amounts, (iv) are on account of post-petition taxes (including any related penalties or interest) owed by the Debtors or the Reorganized Debtors to any governmental unit (as defined in Section 101(27) of the Bankruptcy Code), (v) are held by Peabody and preserved under the terms of the Peabody Settlement, or (vi) the Debtors or the Reorganized Debtors have otherwise agreed in writing do not require such a filing.

61. Approval of Assumption or Rejection of Executory Contracts. Entry of this Confirmation Order shall, subject to the occurrence of the Effective Date, constitute approval, to the extent applicable, (a) pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption of the executory contracts and unexpired leases assumed pursuant to Article 9 of the Plan, (b) pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the assumption and assignment of the executory contracts and unexpired leases assumed and

assigned pursuant to Article 9 of the Plan, and (c) pursuant to Sections 365(a) and 1123(b)(2) of the Bankruptcy Code, of the rejection of the executory contracts and unexpired leases rejected pursuant to Article 9 of the Plan; *provided, however*, that nothing in this Confirmation Order shall be construed as an Order of this Court compelling performance under any assumed contract or lease. In the event that the mergers of some or all of the Debtors—as contemplated in Section 5.6 of the Plan, including as described in the Plan Supplements—are consummated, any executory contracts or unexpired leases assumed by the Debtors hereunder, under the Plan or by prior order of the Court, shall be assumed and assigned (and be deemed to be assumed and assigned) to the surviving entity of the applicable merger, and, to the extent applicable, any provision in any executory contract or unexpired lease so assumed and assigned that purports to declare a breach or default as a result of a change of control, an assignment of such contract, the Debtors' or the Reorganized Debtors' financial condition, bankruptcy, or failure to perform any of its obligations under such contract is unenforceable, and no counterparty to any such executory contract or unexpired lease so assumed and assigned shall be permitted to declare a default by or against the Debtors or the Reorganized Debtors under such contract or otherwise take any action against the Debtors or the Reorganized Debtors in connection with any of the foregoing.

62. Inclusiveness. Unless otherwise specified on a schedule to the Plan or a notice sent to a given party, each executory contract and unexpired lease listed or to be listed thereon shall include any and all modifications, amendments, supplements and restatements of such executory contract or unexpired lease; *provided, however*, that no unexpired lease listed on Schedule 9.2(a) shall include or be deemed to include any (i) payment agreements; (ii) royalty agreements, including overriding royalty agreements; (iii) assignment and assumption

agreements; (iv) purchase and other acquisition agreements; (v) sale agreements; or (vi) purchase option agreements.

63. Notice of Assumption and Rejection of Executory Contracts and Unexpired Leases Assumed Under the Plan. The filing of the Plan and the schedules thereto and the publication of notice of the entry of this Confirmation Order provide adequate notice of the assumption, assumption and assignment and rejection of executory contracts and unexpired leases pursuant to Article 9 of the Plan (both for contracts and leases that appear on any of those schedules and for contracts and leases assumed or rejected by category or default).

64. Cure of Defaults. The parties to each executory contract and unexpired lease to be assumed or assumed and assigned pursuant to the Plan were afforded good and sufficient notice of such assumption or assumption and assignment and an opportunity to object and be heard. Treatment Objections shall be resolved in accordance with Section 9.5(c) of the Plan. In accordance with Section 9.5(d) of the Plan, if a Treatment Objection is filed with respect to any executory contract or unexpired lease sought to be assumed or rejected by any of the Debtors or Reorganized Debtors, the Reorganized Debtors reserve the right (a) to seek to assume or reject such agreement at any time before the assumption, rejection, assignment or Cure with respect to such agreement is determined by Final Order and (b) to the extent a Final Order is entered resolving a dispute as to Cure or the permissibility of assignment (but not approving the assumption of the executory contract or unexpired lease sought to be assumed), to seek to reject such agreement within 14 calendar days after the date of such Final Order, in each case by filing with the Bankruptcy Court and serving upon the applicable Assumption Party or Rejection Party, as the case may be, a Notice of Intent to Assume or Reject.

65. Treatment Objection Deadline. With respect to an executory contract or unexpired lease sought to be assumed, rejected or deferred pursuant to the Plan, the Treatment Objection Deadline shall be the deadline for filing and serving a Treatment Objection, which deadline shall be 4:00 p.m. (prevailing Central Time) on, (a) with respect to an executory contract or unexpired lease listed on Schedule 9.2(a) or 9.2(b), the 15th calendar day after the relevant schedule is filed and notice thereof is mailed, (b) with respect to an executory contract or unexpired lease the proposed treatment of which has been altered by an amended or supplemental Schedule 9.2(a) or 9.2(b), the 15th calendar day after such amended or supplemental schedule is filed and notice thereof is mailed, (c) with respect to an executory contract or unexpired lease for which a Notice of Intent to Assume or Reject is filed, the 15th calendar day after such notice is filed and notice thereof is mailed and (d) with respect to any other executory contract or unexpired lease, including any to be assumed or rejected by category pursuant to Sections 9.1, 9.3 or 9.4 of the Plan (without being listed on Schedule 9.2(a) or 9.2(b)), the deadline for objections to Confirmation of the Plan established pursuant to the Approval Order or other order of the Bankruptcy Court.

66. Rejection Claims and Rejection Bar Date. Any Rejection Claim must be filed with the Claims Agent by the earlier of the Rejection Bar Date and 30 days after the entry of this Confirmation Order (the “**Confirmation Bar Date**”). Any Rejection Claim for which a Proof of Claim is not properly filed and served by the Confirmation Bar Date shall be forever barred and shall not be enforceable against the Debtors, the Reorganized Debtors or their respective Estates or properties. The Debtors or the Reorganized Debtors, as applicable, may contest any Rejection Claim in accordance with, and to the extent provided by, Section 8.1 of the Plan.

67. Adequate Assurance for Counterparties to Executory Contracts Assumed Under the Plan. Subject only to the occurrence of the Effective Date, to the extent applicable, all counterparties to all executory contracts and unexpired leases of the Debtors assumed and assigned in accordance with Article 9 of the Plan are deemed to have been provided with adequate assurance of future performance pursuant to Section 365(f) of the Bankruptcy Code.

68. Operation as of the Effective Date. As of the Effective Date, unless otherwise provided in the Plan or this Confirmation Order, the Reorganized Debtors may operate their businesses and may use, acquire and dispose of property and settle and compromise Claims and Interests without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if there were no pending cases under any chapter or provision of the Bankruptcy Code.

69. Discharge of Claims and Termination of Interests. Except as otherwise specifically provided in the Plan, this Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, the rights afforded in the Plan and the payments and distributions to be made thereunder shall discharge all existing debts and Claims, and shall terminate all Interests of any kind, nature or description whatsoever against or in the Debtors or any of their assets or properties to the fullest extent permitted by Section 1141 of the Bankruptcy Code. Except as otherwise specifically provided in the Plan, this Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, upon the Effective Date, all existing Claims against the Debtors and Interests in the Debtors shall be, and shall be deemed to be, discharged and terminated, and all holders of Claims and Interests (and all representatives, trustees or agents on

behalf of each holder) shall be precluded and enjoined from asserting against the Reorganized Debtors, their successors or assignees, or any of their assets or properties, any other or further Claim or Interest based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder has filed a Proof of Claim and whether or not the facts or legal bases therefore were known or existed prior to the Effective Date. Except as otherwise specifically provided in the Plan, this Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, this Confirmation Order shall be a judicial determination of the discharge of all Claims against, liabilities of and Interests in the Debtors, subject to the occurrence of the Effective Date.

70. Discharge of Debtors. Upon the Effective Date and in consideration of the distributions to be made under the Plan, except as otherwise specifically provided in the Plan, this Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, each holder (as well as any representatives, trustees or agents on behalf of each holder) of a Claim or Interest and any Affiliate of such holder shall be deemed to have forever waived, released and discharged the Debtors, to the fullest extent permitted by Section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights and liabilities that arose prior to the Effective Date. Upon the Effective Date, all such persons shall be forever precluded and enjoined, pursuant to Section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against, or terminated Interest in, the Debtors.

71. Governmental Units. Nothing in the Plan or this Confirmation Order releases, discharges, precludes, exculpates, or enjoins the enforcement of: (i) any liability or obligation to,

or any Claim or cause of action by, a Governmental Unit under any applicable Environmental Law to which any Entity is subject as and to the extent that they are the owner, lessee, controller, or operator of real property or a mining operation after the Effective Date (whether or not such liability, obligation, Claim or cause of action is based in whole or part on acts or omission prior to the Confirmation Date); (ii) any liability to a Governmental Unit under any applicable Police or Regulatory Law that is not a Claim; (iii) the Debtors' and Reorganized Debtors' obligations under (1) the Consent Decree in *United States v. Patriot Coal et al.*, 2:09cv0099 (S.D. W.Va.), (2) the settlement and consent order (including subsequent modifications) entered in *Mandirola v. Hobet Mining, LLC and Catenary Coal Co., LLC*, Case Nos. 07-C-03 & 10-C-96 (W. Va. Cir. Ct. Boone County), (3) the settlement and consent order (including subsequent modifications) entered in *Mandirola v. Apogee Coal Co., LLC*, Case No. 10-C-144 (W. Va. Cir. Ct. Logan County), (4) the consent decree and court orders in *Ohio Valley Environmental Coalition, Inc. v. Hobet Mining, LLC, et al.*, Case Nos. 3:07-cv-00413, 3:08-cv-00088, and 3:09-cv-01167 (S.D. W.Va.), and (5) the consent decree in *Ohio Valley Environmental Coalition, Inc. v. Patriot Coal Corp., et al.*, Case No. 3:11-cv-00115 (S.D. W. Va.); (iv) any Claim of a Governmental Unit under any applicable Police or Regulatory Law arising on or after the Confirmation Date; (v) any liability to a Governmental Unit on the part of any Person or Entity other than the Debtors or Reorganized Debtors; (vi) any liability to a Governmental Unit under the Mine Act, any state mine safety law or the Federal Black Lung Benefit Act (the "BLBA"); or (vii) any valid right of setoff or recoupment by any Governmental Unit. Nothing in the Plan or this Confirmation Order shall enjoin or otherwise bar any Governmental Unit from asserting or enforcing, outside this Court, any liability described in the preceding sentence.

72. Nothing in the Plan or this Confirmation Order, or any documents incorporated by reference herein, including, without limitation, the Peabody Settlement and the Peabody Settlement Order, limits or in any way affects (i) the liability of the Debtors, the Reorganized Debtors, or any third party to successful claimants or the Department of Labor (the “**DOL**”) under the BLBA, (ii) the DOL’s power to administer the Mine Act or the BLBA, including, without limitation, the authority to determine whether and under what conditions the Debtors, the Reorganized Debtors, or any third party shall be authorized to self-insure their BLBA liabilities and the form and amount of security necessary to secure those liabilities, or (iii) the liability of, or right of action against, any non-Debtor for any Claim under ERISA by a Governmental Unit.

73. UMWA Plans, Other UMWA Plans. For the avoidance of doubt, nothing in the Plan or this Confirmation Order, or any documents incorporated by reference herein, including, without limitation, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, is to be construed as (i) (a) releasing, discharging, precluding, waiving or enjoining the liability of the Reorganized Debtors or any third party to the UMWA 1974 Pension Plan, the UMWA 1992 Benefit Plan or the UMWA Combined Benefit Fund (collectively, the “**UMWA Plans**”), if any, on account of any claim by or on behalf of the UMWA Plans, if any, (b) releasing, discharging, precluding, waiving or enjoining the liability of any third party to the UMWA 2012 Retiree Bonus Account Trust or the UMWA 1993 Benefit Plan (collectively, the “**Other UMWA Plans**”), if any, on account of any claim by or on behalf of the Other UMWA Plans, or (c) releasing, discharging, precluding, waiving or enjoining the liability of the Reorganized Debtors to the Other UMWA Plans, if any, on account of any claim by or on behalf of the Other UMWA Plans, solely, in the case of this subclause (c), to the extent arising on or after the Effective Date;

or (ii) affecting the rights and defenses of any party with respect to any such Claim. This provision shall not apply with respect to any Causes of Action of the Debtors or the Reorganized Debtors against Arch or Peabody that are released under the Arch Settlement Order or the Peabody Settlement Order, as applicable, or the Arch Settlement or the Peabody Settlement, as applicable.

74. Potential LRPB Claims. Nothing in the Plan (including, without limitation, Section 11.4 thereof) or this Confirmation Order, shall (i) release, waive, or discharge the Potential LRPB Claims or (ii) preclude the LRPB Lessors from prosecuting the Potential LRPB Claims against the Reorganized Debtors and/or any other person or entity to the fullest extent permitted by applicable law from and after the Effective Date. Nothing in the Plan or this Confirmation Order or any other order or decree entered into after November 1, 2013 shall be deemed to impair, bar or estop the LRPB Lessors from exercising their rights (i) available pursuant to applicable law or (ii) set forth in the LRPB Lease, in each case from and after the Effective Date.

75. Term of Injunction or Stay. Unless otherwise provided in the Plan or this Confirmation Order, any injunction or stay arising under or entered during the Chapter 11 Cases under Section 105 or 362 of the Bankruptcy Code or otherwise that is in existence on the Confirmation Date shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

76. Exculpation. As provided for in Section 11.6 of the Plan, and except as otherwise specifically provided in the Plan, this Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the

Peabody Settlement Order, to the maximum extent permitted by applicable law, none of the Exculpated Parties shall have or incur any liability to any holder of a Claim, Cause of Action or Interest for any act or omission in connection with, related to or arising out of, the Chapter 11 Cases, the negotiation of any settlement or, agreement, contract, instrument, release or document created or entered into in connection with the Plan or in the Chapter 11 Cases (including the Plan Supplements, the Rights Offerings, the Backstop Rights Purchase Agreement, the Rights Offerings Procedures, the DIP Facilities, the UMWA Settlement, the Non-Union Retiree Settlement Order (including the termination of life insurance benefits in accordance with paragraph 10 thereof), the Arch Settlement, the Peabody Settlement and, in each case, any documents related thereto), the Exit Credit Facilities (and, in each case, any documents related thereto), the pursuit of confirmation of the Plan, the consummation of the Plan, the preparation and distribution of the Disclosure Statement, the offer, issuance and distribution of any securities issued or to be issued under or in connection with the Plan, including pursuant to the Rights Offerings and the Backstop Rights Purchase Agreement, the Backstop Fees, the Backstop Expense Reimbursement, any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors or the administration of the Plan or the property to be distributed under the Plan, except for any act or omission that is determined in a Final Order to have constituted willful misconduct (including, without limitation, actual fraud) or gross negligence. Each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan.

77. Release by the Debtors. As provided for in Section 11.7 of the Plan, pursuant to Section 1123(b) of the Bankruptcy Code, to the maximum extent permitted by applicable law, and except as otherwise specifically provided in the Plan (including Section 11.12 of the Plan),

this Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, on and after the Effective Date, in exchange for good and valuable consideration, including their cooperation and contributions to these Chapter 11 Cases, the Released Parties shall be deemed released and discharged by the Debtors, the Reorganized Debtors and their Estates from any and all Claims, obligations, debts, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted on behalf of the Debtors, their Estates and/or the Reorganized Debtors, whether known or unknown, foreseen or unforeseen, asserted or unasserted, existing or hereinafter arising, in law, equity or otherwise, whether for tort, fraud, contract, violations of federal or state laws, or otherwise, including those Causes of Action based on avoidance liability under federal or state laws, veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability or otherwise that the Debtors, the Reorganized Debtors, their estates or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other entity or that any holder of a Claim or Interest or other entity would have been legally entitled to assert for or on behalf of the Debtors, their estates or the Reorganized Debtors, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party (excluding any assumed executory contract or lease), the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan

Supplements, the DIP Facilities, the Loan Documents (as defined in the Prepetition Credit Agreement), the Exit Credit Facilities (and, in each case, any documents related thereto), the Rights Offerings, the Backstop Rights Purchase Agreement, the Rights Offerings Procedures, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement, the Peabody Settlement Order or, in each case, related agreements, instruments or other documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a Final Order to have constituted willful misconduct (including, without limitation, actual fraud) or gross negligence; *provided, however*, that if any Released Party directly or indirectly brings or asserts any Claim or Cause of Action that has been released or is contemplated to be released pursuant to the Plan in any way arising out of or related to any document or transaction that was in existence prior to the Effective Date against the Debtors or the Reorganized Debtors, or any of their respective Affiliates, officers, directors, members, employees, advisors, actuaries, attorneys, financial advisors, investment bankers, professionals or agents, in each case, solely in their capacity as such, then the release set forth in Section 11.7 of the Plan shall automatically and retroactively be null and void *ab initio* with respect to such Released Party bringing or asserting such Claim or Cause of Action; *provided further* that the immediately preceding proviso shall not apply to (i) any action by a Released Party in the Bankruptcy Court (or any other court determined to have competent jurisdiction), including any appeal therefrom, to prosecute the amount, priority or secured status of any prepetition or ordinary course administrative Claim against the Debtors, (ii) any release or indemnification provided for in any settlement or granted under any other court order, including, without

limitation, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, (iii) any action by a Released Party to enforce such Released Party's rights against the Debtors and/or the Reorganized Debtors under the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, or (iv) any action by the DIP Agents or DIP Lenders to enforce their rights under the DIP Facilities relating to Contingent DIP Obligations or any Approved Second Out DIP L/C Arrangement, in which case of (i) through (iv), however, the Debtors shall retain all defenses related to any such action.

78. Voluntary Releases by the Holders of Claims and Interests. As provided for in Section 11.8 of the Plan, except as otherwise specifically provided in this Confirmation Order or in the Plan (including Section 11.12(c) thereof), for good and valuable consideration, on and after the Effective Date, to the maximum extent permitted by applicable law, holders of Claims that (i) are deemed to have accepted the Plan or (ii) (a) voted to accept or reject the Plan and (b) did not elect (as permitted on the Ballots) to opt out of the releases contained in Section 11.8 of the Plan shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Released Parties from any and all claims, equity interests, obligations, debts, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted on behalf of the Debtors, the Debtors' Estates and/or the Reorganized Debtors, whether known or unknown, foreseen or unforeseen, asserted or unasserted, existing or hereinafter arising, in law, equity or otherwise, whether for tort, fraud, contract, violations of federal or state laws, or otherwise, including those Causes of Action based on avoidance liability under federal or state laws, veil piercing or alter-ego theories of liability,

contribution, indemnification, joint liability or otherwise that such entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the restructuring, the Chapter 11 Cases, the DIP Facilities, the Loan Documents (as defined in the Prepetition Credit Agreement), the UMWA Settlement, the UMWA Settlement Order, the Non-Union Retiree Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement, the Peabody Settlement Order, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party (excluding any assumed executory contract or lease), the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplements, the Rights Offerings, the Exit Credit Facilities Documents, the Backstop Rights Purchase Agreement, the Rights Offerings Procedures, or, in each case, related agreements, instruments or other documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a Final Order to have constituted willful misconduct (including, without limitation, actual fraud) or gross negligence; provided that any holder of a Claim that elects to opt out of the releases contained in Section 11.8 of the Plan shall not receive the benefit of the releases set forth in Section 11.8 of the Plan (even if for any reason otherwise entitled); *provided, further*, that no Governmental Unit shall be deemed to have given the foregoing release.

79. Injunction. Except as otherwise specifically provided in the Plan, this Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, all Entities who have held, hold or may hold claims, interests, Causes of Action or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to Section 11.7 of the Plan; (3) have been released pursuant to Section 11.8 of the Plan; (4) have been released or are contemplated to be released pursuant to the UMWA Settlement, the UMWA Settlement Order, the Non-Union Retiree Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, (5) are subject to exculpation pursuant to Section 11.6 of the Plan, including exculpated claims (but only to the extent of the exculpation provided in Section 11.6 of the Plan); or (6) are otherwise stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind, whether directly, derivatively or otherwise, including on account of any claims, interests, Causes of Action or liabilities that have been compromised or settled against the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of or in connection with or with respect to any released, settled, compromised, or exculpated claims, interests, Causes of Action or liabilities; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property of the Debtors or the Estates, the Reorganized Debtors, or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims, interests,

Causes of Action, or liabilities; (c) creating, perfecting or enforcing any lien, claim, or encumbrance of any kind against the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property of the Debtors or the Estates, the Reorganized Debtors, or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims, interests, Causes of Action, or liabilities; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property of the Debtors or the Estates, the Reorganized Debtors, or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims, interests, Causes of Action or liabilities unless such holder has filed a timely proof of claim with the Bankruptcy Court preserving such right of setoff pursuant to Section 553 of the Bankruptcy Code or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property of the Debtors or the Estates, the Reorganized Debtors, or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims, interests, Causes of Action, or liabilities released, settled or compromised pursuant to the Plan; provided that nothing contained herein shall preclude an Entity from obtaining benefits directly and expressly provided to such Entity pursuant to the terms of the Plan; provided, further, that nothing contained herein shall be construed to prevent any Entity from defending against claims objections or collection actions whether by asserting a right of setoff or otherwise to the extent permitted by law.

80. For the avoidance of doubt, Barclays Bank PLC, Deutsche Bank Securities Inc., and issuers of letters of credit under the Exit L/C Credit Agreement are “Exit Credit Facilities Parties,” “Exculpated Parties” and “Released Parties,” as used in this Confirmation Order and in the Plan.

81. Bankruptcy Court Jurisdiction to Evaluate Scope of Release and Exculpation and Related Injunction. Following entry of this Confirmation Order, this Court shall retain exclusive jurisdiction to consider any and all Claims or Causes of Action subject to the exculpations and releases in Article 11 of the Plan for the purpose of determining whether such claims belong to the Debtors’ Estates or third parties and all parties shall be enjoined from pursuing any such Claims or Causes of Action prior to this Court making such determination. In the event it is determined that any such Claims or Causes of Action belong to third parties, then, subject to any applicable subject matter jurisdiction or other statutory limitations, this Court shall have exclusive jurisdiction with respect to any such litigation, subject to any determination by this Court to abstain and consider whether such litigation should more appropriately proceed in another forum.

82. Except as otherwise provided in this Confirmation Order or in the Plan, and to the maximum extent permitted by law, all entities who have held, hold or may hold Claims, Interests, Causes of Action or liabilities that (1) have been released pursuant to Article 11 of the Plan or (2) are subject to exculpation pursuant to Article 11 of the Plan (such Claims, Interests, Causes of Action or liabilities, the “**Enjoined Causes of Action**”) are permanently enjoined and precluded, from and after the Effective Date, from commencing or continuing in any manner any such Enjoined Causes of Action against, as applicable, any Released Party or Exculpated Party, including, with respect thereto, (i) the enforcement, attachment, collection or recovery by any

manner or means of any judgment, award, decree or order against the Exculpated Parties or the Released Parties (or property of any Exculpated Party or Released Party), (ii) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Exculpated Parties or the Released Parties or against the property or interests in property of the Exculpated Parties or the Released Parties, or (iii) asserting any right of setoff, subrogation or recoupment of any kind against any obligation due from the Exculpated Parties or the Released Parties or against the property or interests in property of the Exculpated Parties or the Released Parties, with respect to any such Claim, Cause of Action or Interest. Such injunction of the Enjoined Causes of Action shall, to the maximum extent permitted by law, extend to any successors or assignees of the Exculpated Parties or the Released Parties and their respective properties and interest in properties.

83. Preservations of Causes of Action.

(a) Except as expressly provided in Article 11 of the Plan, nothing contained in the Plan or this Confirmation Order shall be deemed to be a waiver or relinquishment of any rights or Causes of Action that the Debtors or the Reorganized Debtors may have or that the Reorganized Debtors may choose to assert on behalf of their respective Estates under any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including, without limitation, (i) any and all Causes of Action or Claims against any person or entity, to the extent such person or entity asserts a crossclaim, counterclaim and/or claim for setoff that seeks affirmative relief against the Debtors, the Reorganized Debtors, their officers, directors or representatives or (ii) the turnover of any property of the Debtors' Estates.

(b) Except as set forth in Article 11 of the Plan, nothing contained in the Plan or this Confirmation Order shall be deemed to be a waiver or relinquishment of any rights

or Causes of Action that the Debtors had immediately prior to the Petition Date or the Effective Date against or with respect to any Claim left Unimpaired by the Plan. The Reorganized Debtors shall have, retain, reserve and be entitled to assert all such rights and Causes of Action as fully as if the Chapter 11 Cases had not been commenced, and all of the Reorganized Debtors' legal and equitable rights respecting any Claim left Unimpaired by the Plan may be asserted after the Confirmation Date to the same extent as if the Chapter 11 Cases had not been commenced.

(c) Except as set forth in Article 11 of the Plan, nothing contained in the Plan or this Confirmation Order shall be deemed to release any post-Effective Date obligations of any party under the Plan, or any document, instrument or agreement (including those set forth in a Plan Supplement) executed in connection with implementation of the Plan.

84. Retention of Jurisdiction. In accordance with (and as limited by) Article 14 of the Plan and Section 1142 of the Bankruptcy Code, and except as provided in the Plan and this Confirmation Order, this Court shall have exclusive jurisdiction of all matters arising out of and related to the Chapter 11 Cases and the Plan pursuant to, and for the purposes of, Sections 105(a) and 1142 of the Bankruptcy Code and for, among other things, the following purposes:

(a) To hear and determine all matters relating to the assumption or rejection of executory contracts or unexpired leases and the allowance of Cure amounts and Claims resulting therefrom;

(b) To hear and determine any motion, adversary proceeding, application, contested matter or other litigated matter pending on or commenced after the Confirmation Date;

- (c) To hear and determine all matters relating to the allowance, disallowance, liquidation, classification, priority or estimation of any Claim;
- (d) To hear and determine matters relating to the DIP Facilities and the DIP Order;
- (e) To ensure that distributions to holders of Allowed Claims are accomplished as provided in the Plan;
- (f) To hear and determine all applications for compensation and reimbursement of Professional Fee Claims;
- (g) To hear and determine any application to modify the Plan in accordance with Section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the Plan, the Disclosure Statement or any order of the Bankruptcy Court, including this Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;
- (h) To hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan, this Confirmation Order, any transactions or payments contemplated hereby or any agreement, instrument or other document governing or relating to any of the foregoing;
- (i) To issue injunctions, enter and implement other orders and take such other actions as may be necessary or appropriate to restrain interference by any person with the consummation, implementation or enforcement of the Plan, this Confirmation Order or any other order of this Court;
- (j) To issue such orders as may be necessary to construe, enforce, implement, execute and consummate the Plan;

(k) To enter, implement or enforce such orders as may be appropriate in the event this Confirmation Order is for any reason stayed, reversed, revoked, modified or vacated;

(l) To hear and determine matters concerning state, local and federal taxes in accordance with Sections 346, 505 and 1146 of the Bankruptcy Code (including the expedited determination of tax under Section 505(b) of the Bankruptcy Code);

(m) To hear and determine any other matters related to the Plan and not inconsistent with the Bankruptcy Code;

(n) To determine any other matters that may arise in connection with or are related to the Plan, the Disclosure Statement, the Approval Order, this Confirmation Order, any of the Plan Documents or any other contract, instrument, release or other agreement or document related to the Plan, the Disclosure Statement or the Plan Supplements;

(o) To recover all assets of the Debtors and property of the Debtors' Estates, which shall be for the benefit of the Reorganized Debtors, wherever located;

(p) To hear and determine all disputes involving the existence, nature or scope of the Debtors' discharge;

(q) To hear and determine any rights, Claims or Causes of Action held by or accruing to the Debtors or the Reorganized Debtors pursuant to the Bankruptcy Code or pursuant to any federal or state statute or legal theory;

(r) To enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Chapter 11 Cases with respect to any Person;

(s) To hear and resolve any disputes relating to the Rights Offerings (and the conduct thereof) and the issuances of Rights;

(t) To hear and resolve any disputes relating to the Backstop Rights Purchase Agreement;

(u) To hear and resolve any disputes relating to the UMWA Settlement, the UMWA Settlement Order, the Non-Union Retiree Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order; *provided, however,* that nothing in the Plan or this Confirmation Order shall alter the alternative dispute resolution provisions of the New CBAs or the MOU;

(v) To hear any other matter not inconsistent with the Bankruptcy Code; and

(w) To enter a final decree closing the Chapter 11 Cases.

Notwithstanding the foregoing, nothing in the Plan or this Confirmation Order divests any tribunal of any jurisdiction it may have under applicable Environmental Law to adjudicate any defense asserted under the Plan or this Confirmation Order or grants the Bankruptcy Court any jurisdiction over the Non-Union Retiree VEBA or the Patriot Retirees VEBA.

85. Enforceability of Plan Documents. Pursuant to Sections 1123(a) and 1142(a) of the Bankruptcy Code and the provisions of this Confirmation Order, the Plan and all Plan-related documents shall apply and be enforceable notwithstanding any otherwise applicable nonbankruptcy law.

86. Ownership and Control. The consummation of the Plan shall not, unless the Debtors expressly agree in writing, constitute a change of ownership or change in control, as such terms are used in any statute, regulation, contract or agreement (including, but not limited to, any agreements assumed by the Debtors pursuant to the Plan or otherwise and any agreements

related to employment, severance or termination agreements or insurance agreements) in effect on the Effective Date and to which any of the Debtors is a party.

87. Exemption from Transfer Taxes and Recording Fees. Pursuant to Section 1146(a) of the Bankruptcy Code, none of the issuance, Transfer or exchange of notes or equity securities under the Plan, the creation, the granting, the filing or recording of any mortgage, deed of trust or other security interest, the making, assignment, filing or recording of any lease or sublease, the transfer of title to or ownership of any of the Debtors' interests in any property or the making or delivery of any deed, bill of sale or other instrument of transfer under, in furtherance of, or in connection with the Plan, including, without limitation, the Exit Credit Facilities, the New Common Stock, Rights Offering Notes, Rights Offering Warrants or agreements of consolidation, deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan, shall be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment in the United States. All sale transactions consummated by the Debtors and approved by the Court including, without limitation, the transfers effectuated under the Plan, the sale by the Debtors of owned property or assets pursuant to Section 363(b) of the Bankruptcy Code, and the assumption, assignment and sale by the Debtors of unexpired leases of non-residential real property pursuant to Section 365(a) of the Bankruptcy Code, are deemed to have been made under, in furtherance of, or in connection with the Plan and, therefore, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee or other similar tax or governmental assessment in the United States.

The appropriate federal, state and/or local governmental officials or agents are hereby directed to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

88. Effectiveness of All Actions. All actions authorized to be taken pursuant to the Plan shall be effective on, prior to or after the Effective Date pursuant to this Confirmation Order, without further application to, or order of the Court, or further action by the respective officers, directors, members or stockholders of Reorganized Patriot Coal or the other Reorganized Debtors and with the effect that such actions had been taken by unanimous action of such officers, directors, members or stockholders.

89. Approval of Consents. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules and regulations of all states and any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments, or agreements, and any amendments or modifications thereto, and any other acts and transactions referred to in or contemplated by the Plan, the schedules to the Plan, the Plan Supplements and the Disclosure Statement and any documents, instruments or agreements, and any amendments or modifications thereto.

90. Payment of Professionals. As of January 1, 2014, any requirement that Professionals comply with Sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors and Reorganized Debtors may employ and pay all Professionals and may pay the reasonable and documented fees and expenses of each of the DIP Agents' professionals in accordance with the

DIP Documents and the DIP Order in the ordinary course of business without any further notice to, action by or order or approval of the Bankruptcy Court or any other party.

91. Dissolution of Creditors' Committee. Upon the Effective Date, the Creditors' Committee shall dissolve automatically, except as provided for in the Plan, and their members shall be released and discharged from all rights, duties, responsibilities and liabilities arising from, or related to, the Chapter 11 Cases and under the Bankruptcy Code.

92. Disclosure: Agreements and Other Documents. The Debtors have disclosed all material facts regarding, to the extent applicable, (a) the New Certificate of Incorporation and similar constituent documents, (b) the selection of directors and officers for the Reorganized Debtors, (c) the Restructuring Transactions described in Section 5.6 of the Plan and the Plan Supplements, (d) the distribution of Cash, (e) the New Common Stock, (f) the Rights Offering Notes, (g) the Rights Offering Warrants, (h) the Exit Credit Facilities, (i) the other matters provided for under the Plan involving corporate action to be taken by or required of the Reorganized Debtors, and (j) all contracts, leases, instruments, releases, indentures and other agreements related to any of the foregoing.

93. AIG. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, the Debtors' assumption of any Insurance Plans pursuant to the *Stipulation and Order Pursuant to Sections 105(a), 363(b) and 365(a) of the Bankruptcy Code Authorizing and Approving (i) the Debtors' Assumption of Certain Insurance Programs, and (ii) the Debtors' Entry into Insurance Programs* entered on December 10, 2012 [ECF No. 1694] (the "**AIG Assumption Order**") shall be governed by the AIG Assumption Order.

94. Peabody Settlement. Nothing herein shall or shall be deemed to limit or impair any relief granted to, or rights of, Peabody pursuant to the Peabody Settlement or the Peabody Settlement Order.

95. Big Rivers. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, the assumption of contract CSA 053 between Patriot Coal Sales LLC and Big Rivers Electric Corporation and its related guaranty GUAR 001, each set forth on Schedule 9.2(a) to the Plan (together, the “**Big Rivers Contract**”), will have no effect upon the ability of any party to the Big Rivers Contract to declare a default under the Big Rivers Contract based upon a failure to perform under the Big Rivers Contract that (i) occurs prior to the Effective Date, (ii) continues to occur after the Effective Date and (iii) results in the occurrence of an event of default under the terms of the Big Rivers Contract after the Effective Date. Any time periods for performance under the Big Rivers Contract shall not be affected by the Plan or this Confirmation Order.

96. KU. Notwithstanding anything to the contrary in the Plan or this Confirmation Order, any contracts, instruments, releases or documents entered into by (i) the Debtors and (ii) Kentucky Utilities Company (“**KU**”) or Louisville Gas & Electric Company after the Petition Date in the ordinary course of the Debtors’ businesses, including, but not limited to, those certain coal supply agreements and corresponding guarantees and the Settlement and Release Agreement to which certain of the Debtors and KU are parties, shall remain in full force and effect and the parties thereto shall remain obligated to perform thereunder to the extent required therein, in each case after the occurrence of the Effective Date.

97. Alderson Group. Nothing in the Plan or this Confirmation Order shall preclude any lessor under any of the Debtors' real property leases with Alderson Heirs, LLC, Horse Creek Land and Mining, Lawson Heirs, LLC, Little Coal Land Company, Payne-Gallatin Company, Pocatanico Hills, and Southern Land Company L.P. that were assumed pursuant to an order entered during the Chapter 11 Cases or pursuant to the Plan (collectively, the "**Alderson Group Leases**") from asserting that nothing in the Plan or Confirmation Order releases, discharges, precludes, exculpates, or enjoins the enforcement of (a) any default under the applicable Alderson Group Lease that is not in existence as of the Effective Date or (b) any amount or obligation on account of any claim arising from or relating to any environmental condition, claim, or obligation (if any), in each case to the extent provided for under the applicable Alderson Group Lease, and which, as of the Effective Date is contingent or unliquidated, and, in each case of (i) and (ii), the Debtors shall retain all rights and defenses with respect to any such assertions.

98. Old Republic. Notwithstanding anything in the Plan or this Confirmation Order, the Cure in respect of the Claims Service Agreement between Patriot Coal and Old Republic Insurance Company ("**Old Republic**") dated as of February 9, 1988, Contract ID LIT003, as set forth on Schedule 9.2(a) of the Plan, shall not include any amounts asserted by Old Republic in the Patriot PA Litigation (as defined in the Objection of Old Republic Insurance Company to Proposed Cure Amount dated December 9, 2013 [ECF No. 5106]) that result in a default under the CSA (as defined in the Objection of Old Republic Insurance Company to Proposed Cure Amount dated December 9, 2013 [ECF No. 5106]), which amounts, if any, shall be paid by the Debtors upon either an agreement between the Debtors and Old Republic as to any amounts owed to Old Republic, or the entry of a final order in the PA Litigation determining any amounts

owed to Old Republic; *provided*, that such amounts, if any, shall be subject to any offsets agreed between the Debtors and Old Republic or determined pursuant to a final order in the PA Litigation.

99. Binding Effect. The Plan shall be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, all present and former holders of Claims or Interests and their respective heirs, executors, administrators, successors and assigns.

100. Governing Law. Except to the extent that the Bankruptcy Code, Bankruptcy Rules or other federal law is applicable, or to the extent an exhibit to the Plan or a schedule or Plan Document provides otherwise, the rights, duties and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Missouri, without giving effect to the principles of conflict of laws thereof.

101. Notice of Entry of Confirmation Order and Effective Date. Pursuant to Bankruptcy Rules 2002(f)(7), 2002(k) and 3020(c), the Reorganized Debtors shall file and serve notice of entry of this Confirmation Order and Effective Date in substantially the form annexed hereto as Appendix B (the “**Notice of Confirmation**”) on all holders of Claims and Interests, the United States Trustee for the Eastern District of Missouri, the attorneys for the Creditors’ Committee and other parties in interest by causing the Notice of Confirmation to be delivered to such parties by first-class mail, postage prepaid, within 10 Business Days after the Effective Date. The Notice of Confirmation shall also be published in *The Wall Street Journal, National Edition*, and posted on the Debtors’ case information website (located at <http://www.patriotcaseinfo.com>). Such notice is adequate under the particular circumstances and is approved and no other or further notice is necessary. Such Notice of Confirmation shall also

serve as the notice setting forth the Other Administrative Claim Bar Date required by Section 7.2 of the Plan and as the notice of the Effective Date.

102. Substantial Consummation. On the Effective Date, the Plan shall be deemed to be substantially consummated under Sections 1101 and 1127(b) of the Bankruptcy Code.

103. References to Plan Provisions. The failure to include or specifically describe or reference any particular provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Plan be approved and confirmed in its entirety.

104. Findings of Fact. The determinations, findings, judgments, decrees and orders set forth and incorporated herein constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. Each finding of fact set forth or incorporated herein, to the extent it is or may be deemed a conclusion of law, shall also constitute a conclusion of law. Each conclusion of law set forth or incorporated herein, to the extent it is or may be deemed a finding of fact, shall also constitute a finding of fact.

105. Conflicts Between Confirmation Order and Plan. The provisions of the Plan and of this Confirmation Order shall be construed in a manner consistent with each other so as to effect the purposes of each; *provided, however*, that if there is determined to be any inconsistency between any provision of the Plan and any provision of this Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of this Confirmation Order shall govern over the provisions of the Plan and any such provision of

this Confirmation Order shall be deemed a modification of the Plan and shall control and take precedence.

106. Final Order. This Confirmation Order is a final order and the period in which an appeal must be filed shall commence upon the entry hereof. Notwithstanding Bankruptcy Rule 3020(e) or any other Bankruptcy Rule, this Order shall be immediately effective and enforceable upon its entry.

  
KATHY A. SURRATT-STATES  
Chief United States Bankruptcy Judge

DATED: December 17, 2013  
St. Louis, Missouri  
jjh

**Order prepared by:**  
Marshall S. Huebner  
Brian M. Resnick  
Michelle M. McGreal  
DAVIS POLK & WARDWELL LLP  
450 Lexington Avenue  
New York, New York 10017

# **APPENDIX A**

**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)**

**DEBTORS' FOURTH AMENDED JOINT PLAN OF REORGANIZATION  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

DAVIS POLK & WARDWELL LLP  
450 Lexington Avenue  
New York, New York 10017  
Telephone: (212) 450-4000  
Facsimile: (212) 607-7983  
Marshall S. Huebner  
Elliot Moskowitz  
Brian M. Resnick  
Michelle M. McGreal

*Counsel to the Debtors  
and Debtors in Possession*

Dated: December 15, 2013

---

<sup>1</sup> The Debtors and their respective employer tax identification numbers are listed in Schedule A hereto.

## TABLE OF CONTENTS

---

	<u>PAGE</u>
<b>ARTICLE 1</b>	
DEFINITIONS AND RULES OF INTERPRETATION	
Section 1.1	Definitions.....1
Section 1.2	Rules of Interpretation .....28
Section 1.3	Computation of Time.....28
Section 1.4	References to Monetary Figures .....28
Section 1.5	Exhibits; Schedules; Plan Supplement.....29
<b>ARTICLE 2</b>	
TREATMENT OF DIP FACILITY CLAIMS, ADMINISTRATIVE CLAIMS AND	
PRIORITY TAX CLAIMS	
Section 2.1	Treatment of DIP Facility Claims.....29
Section 2.2	Treatment of Administrative Claims .....30
Section 2.3	Treatment of Priority Tax Claims .....30
Section 2.4	Backstop Fees; Breakup Fee; Backstop Expense Reimbursement .....31
<b>ARTICLE 3</b>	
CLASSIFICATION AND TREATMENT OF OTHER CLAIMS AND INTERESTS	
Section 3.1	Classes and Treatment of Claims Against and Interests in the Debtors (Debtors 1-101) .....32
Section 3.2	Treatment of Claims Against and Interests in the Debtors .....34
Section 3.3	Treatment of Intercompany Claims .....38
<b>ARTICLE 4</b>	
ACCEPTANCE OR REJECTION OF THE PLAN	
Section 4.1	Voting of Claims.....39
Section 4.2	Presumed Acceptance of Plan.....39
Section 4.3	Presumed Rejection of Plan .....39
Section 4.4	Acceptance by Impaired Classes .....39
Section 4.5	Elimination of Vacant Classes .....39
Section 4.6	Consensual Confirmation.....40
Section 4.7	Confirmation Pursuant to Sections 1129(a) and 1129(b) of the Bankruptcy Code .....40

Section 4.8 Severability; Reservation of Rights .....40

ARTICLE 5  
IMPLEMENTATION OF THE PLAN

Section 5.1 Continued Corporate Existence .....40  
Section 5.2 Section 1145 Exemption .....41  
Section 5.3 Authorization of New Common Stock .....41  
Section 5.4 Cancellation of Existing Securities and Related Agreements and the  
Indentures .....42  
Section 5.5 Settlements .....42  
Section 5.6 Financing and Restructuring Transactions .....43  
Section 5.7 Voting Trust(s) .....45

ARTICLE 6  
PROVISIONS GOVERNING DISTRIBUTIONS

Section 6.1 Disbursing Agent .....46  
Section 6.2 Timing and Delivery of Distributions .....47  
Section 6.3 Manner of Payment under Plan .....49  
Section 6.4 Undeliverable or Non-Negotiated Distributions .....50  
Section 6.5 Claims Paid or Payable by Third Parties .....51

ARTICLE 7  
FILING OF ADMINISTRATIVE CLAIMS

Section 7.1 Professional Fee Claims .....51  
Section 7.2 Other Administrative Claims .....52

ARTICLE 8  
DISPUTED CLAIMS

Section 8.1 Objections to Claims .....53  
Section 8.2 Resolution of Disputed Claims .....53  
Section 8.3 Estimation of Claims and Interests .....53  
Section 8.4 Payments and Distributions for Disputed Claims .....54  
Section 8.5 No Amendments to Claims .....56  
Section 8.6 No Interest .....56

ARTICLE 9  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Section 9.1 Rejection of Executory Contracts and Unexpired Leases .....57

Section 9.2	Schedules of Executory Contracts and Unexpired Leases.....	57
Section 9.3	Categories of Executory Contracts and Unexpired Leases to Be Assumed.....	58
Section 9.4	Other Categories of Agreements and Policies .....	61
Section 9.5	Assumption and Rejection Procedures and Resolution of Treatment Objections .....	62
Section 9.6	Rejection Claims .....	63
Section 9.7	Assignment .....	64
Section 9.8	Approval of Assumption, Rejection, Retention or Assignment of Executory Contracts and Unexpired Leases .....	64
Section 9.9	Modifications, Amendments, Supplements, Restatements or Other Agreements .....	65

## ARTICLE 10

### PROVISIONS REGARDING CORPORATE GOVERNANCE OF THE REORGANIZED DEBTORS

Section 10.1	Corporate Action.....	65
Section 10.2	Certificates of Incorporation and Bylaws .....	66
Section 10.3	Directors and Officers of the Reorganized Debtors.....	66

## ARTICLE 11

### EFFECT OF CONFIRMATION

Section 11.1	Vesting of Assets .....	67
Section 11.2	Release of Liens .....	68
Section 11.3	Releases and Discharges .....	68
Section 11.4	Discharge and Injunction .....	68
Section 11.5	Term of Injunction or Stays .....	71
Section 11.6	Exculpation .....	71
Section 11.7	Release by the Debtors.....	72
Section 11.8	Voluntary Releases by the Holders of Claims and Interests.....	73
Section 11.9	Injunction .....	74
Section 11.10	Set-off and Recoupment .....	75
Section 11.11	Avoidance Actions.....	76
Section 11.12	Preservation of Causes of Action.....	76
Section 11.13	Compromise and Settlement of Claims and Controversies .....	77

## ARTICLE 12

### CONDITIONS PRECEDENT TO CONFIRMATION AND EFFECTIVENESS OF THE PLAN

Section 12.1	Conditions to Confirmation .....	77
Section 12.2	Conditions to Effectiveness .....	77
Section 12.3	Satisfaction and Waiver of Conditions to Effectiveness.....	78

ARTICLE 13  
MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN

Section 13.1	Plan Modifications .....	79
Section 13.2	Revocation or Withdrawal of the Plan and Effects of Non-Occurrence of Confirmation or Effective Date.....	79

ARTICLE 14  
RETENTION OF JURISDICTION BY THE BANKRUPTCY COURT

ARTICLE 15  
MISCELLANEOUS

Section 15.1	Exemption from Transfer Taxes and Recording Fees .....	82
Section 15.2	Expedited Tax Determination .....	83
Section 15.3	Payment of Fees and Expenses of the Indenture Trustees .....	83
Section 15.4	Payment of Statutory Fees .....	83
Section 15.5	Dissolution of the Creditors' Committee and the Non-Union Retiree Committee.....	83
Section 15.6	Plan Supplement .....	84
Section 15.7	Claims Against Other Debtors .....	84
Section 15.8	Substantial Consummation .....	84
Section 15.9	Section 1125 of the Bankruptcy Code .....	84
Section 15.10	Severability .....	84
Section 15.11	Governing Law .....	85
Section 15.12	Binding Effect.....	85
Section 15.13	Notices .....	85
Section 15.14	Reservation of Rights.....	87
Section 15.15	Further Assurances.....	87
Section 15.16	Case Management Order.....	87

**Schedules**

Schedule A:	Debtor Entities
Schedule B:	Debtor Groups
Schedule 9.2(a):	Executory Contracts and Unexpired Leases to Be Assumed
Schedule 9.2(b):	Executory Contracts and Unexpired Leases to Be Rejected

## INTRODUCTION

Pursuant to section 1121(a) of the Bankruptcy Code,<sup>2</sup> the Debtors in the above-captioned jointly administered Chapter 11 Cases respectfully propose the Plan. The Debtors are the proponents of the Plan under section 1129 of the Bankruptcy Code.

A complete list of the Debtors is set forth in Schedule A to the Plan. The list identifies each Debtor by its case number in these Chapter 11 Cases and by its Employer Identification Number, and assigns a number and three-letter identifier to each Debtor for classification purposes.

The Plan contemplates the reorganization of the Debtors and the resolution of all outstanding Claims against, and Interests in, the Debtors.

Pursuant to section 1125(b) of the Bankruptcy Code, votes to accept or reject a plan of reorganization cannot be solicited from holders of Claims or Interests entitled to vote on a plan until a disclosure statement has been approved by a bankruptcy court and distributed to such holders. On November 7, 2013, the Bankruptcy Court entered the Approval Order that, among other things, approved the Disclosure Statement, set voting procedures and scheduled the Confirmation Hearing. The Disclosure Statement that accompanies the Plan contains, among other things, a discussion of the Debtors' history, businesses, properties and operations, projections for those operations, risk factors associated with the Debtors' businesses and the Plan, and a summary and analysis of the Plan and certain related matters.

## ARTICLE 1 DEFINITIONS AND RULES OF INTERPRETATION

### Section 1.1 Definitions

Unless the context requires otherwise, the following terms used in the Plan shall have the following meanings:

1. “**Additional Debtors**” means Brody Mining, LLC and Patriot Ventures LLC.
2. “**Adjustment Distribution**” has the meaning set forth in Section 8.4(b)(iii) of the Plan.
3. “**Administrative Claim**” means a Claim for payment of an administrative expense of a kind specified in section 503(b) of the Bankruptcy Code and entitled to priority pursuant to section 507(a)(2) of the Bankruptcy Code, including, but not limited to, the Backstop Fees, the Breakup Fee (if any), the Backstop Expense Reimbursement, Other Administrative Claims and Professional Fee Claims (excluding, for the avoidance of doubt, DIP Facility Claims).

---

<sup>2</sup> Capitalized terms shall have the meanings ascribed to them in Section 1.1 of the Plan.

4. “**Affiliate**” has the meaning set forth in section 101(2) of the Bankruptcy Code.
5. “**Allowed**” means, when used in reference to a Claim, all or that portion, as applicable, of any Claim against any Debtor (i) that has been listed by the Debtors in the Schedules, as such Schedules may be amended by the Debtors from time to time, as liquidated in amount and not disputed or contingent, and for which no contrary or superseding Proof of Claim has been filed, (ii) that has been expressly allowed by Final Order or under the Plan, (iii) that has been compromised, settled or otherwise resolved pursuant to the Claims Settlement Procedures Order, another Final Order of the Bankruptcy Court or Section 8.2 of the Plan or (iv) that the Debtors do not timely object to in accordance with Section 8.1 of the Plan; *provided, however*, that Claims allowed solely for the purpose of voting to accept or reject the Plan shall not be considered “Allowed” for any other purpose under the Plan or otherwise, except if and to the extent otherwise determined to be Allowed as provided herein. Unless otherwise specified under the Plan, under the Bankruptcy Code, by order of the Bankruptcy Court or as otherwise agreed by the Debtors, Allowed Claims shall not, for any purpose under the Plan, include any interest, costs, fees or charges on such Claims from and after the Petition Date.
6. “**Approval Order**” means the Order (i) Approving Disclosure Statement; (ii) Approving Solicitation and Notice Materials; (iii) Approving Forms of Ballots; (iv) Establishing Solicitation and Voting Procedures; (v) Establishing Procedures for Allowing and Estimating Certain Claims for Voting Purposes; (vi) Scheduling a Confirmation Hearing and (vii) Establishing Notice and Objection Procedures, entered by the Bankruptcy Court on November 7, 2013, together with any supplemental order(s) that may be entered by the Bankruptcy Court in connection therewith.
7. “**Approved Second Out DIP L/C Arrangement**” means the treatment of any Second Out DIP L/C consented to by the Second Out DIP Lenders as provided for in paragraph 23 of the DIP Order.
8. “**Arch**” means Arch Coal, Inc. and its subsidiaries and affiliates.
9. “**Arch Settlement**” means the settlement between the Debtors and Arch approved by the Bankruptcy Court on November 7, 2013, the terms of which are incorporated herein by reference.
10. “**Arch Settlement Order**” means the order of the Bankruptcy Court approving the Arch Settlement.
11. “**Assumption Effective Date**” means the date upon which the assumption of an executory contract or unexpired lease under the Plan is deemed effective, which in no case shall be later than the Effective Date unless otherwise agreed by the relevant Assumption Party.

12. “**Assumption Party**” means a counterparty to an executory contract or unexpired lease to be assumed and/or assigned by the Debtors under the Plan.
13. “**Avoidance Actions**” means any and all actual or potential claims and causes of action to avoid a transfer of property or an obligation incurred by any of the Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 544, 545, 547, 548, 549, 550, 551, 553(b) and 724(a) of the Bankruptcy Code, or under similar or related state or federal statutes and common law.
14. “**Backstop Approval Order**” means the Order Pursuant to 11 U.S.C. §§ 363(b)(1) and 105(a) (i) Authorizing Entry into a Backstop Purchase Agreement, (ii) Authorizing the Debtors to Conduct the Rights Offerings in Connection with the Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code and (iii) Approving Rights Offerings Procedures, entered by the Bankruptcy Court on November 7, 2013.
15. “**Backstop Commitment Percentage**” has the meaning set forth in the Backstop Rights Purchase Agreement.
16. “**Backstop Expense Reimbursement**” means the Debtors’ obligations (approved by the Bankruptcy Court under the Backstop Approval Order) to reimburse the Backstop Parties’ third-party fees and expenses in accordance with the terms of the Backstop Rights Purchase Agreement.
17. “**Backstop Fee**” means the backstop fee approved by the Bankruptcy Court under the Backstop Approval Order and required to be paid to the Backstop Parties in a form in accordance with the Backstop Rights Purchase Agreement.
18. “**Backstop Parties**” has the meaning set forth in the Backstop Rights Purchase Agreement.
19. “**Backstop Rights Purchase Agreement**” means the Backstop Rights Purchase Agreement by and among the Debtors and the Backstop Parties party thereto, and consented to by the Creditors’ Committee and the UMWA, dated as of November 4, 2013.
20. “**Ballot**” means the voting form distributed to each holder of an Impaired Claim entitled to vote, on which the holder is to indicate acceptance or rejection of the Plan in accordance with the Voting Instructions and make any other elections or representations required pursuant to the Plan or the Approval Order.
21. “**Bankruptcy Code**” means title 11 of the United States Code, as now in effect or hereafter amended, to the extent applicable to the Chapter 11 Cases.
22. “**Bankruptcy Court**” means the United States Bankruptcy Court with jurisdiction over the Chapter 11 Cases, and, with respect to withdrawal of any reference under section 157 of title 28 of the United States Code and/or order of a district court pursuant to section 157(a) of title 28 of the United States Code, the United States District Court for the

Eastern District of Missouri. The term “Bankruptcy Court” shall also refer to the Bankruptcy Court for the Southern District of New York, where applicable.

23. “**Bankruptcy Court’s Website**” means *www.moeb.uscourts.gov*.
24. “**Bankruptcy Rules**” means the Federal Rules of Bankruptcy Procedure and the local rules of the Bankruptcy Court, each as now in effect or as hereafter amended, to the extent applicable to the Chapter 11 Cases.
25. “**Bar Date Order**” means (a) with respect to the Initial Debtors, the *Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof*, entered by the Bankruptcy Court on October 18, 2012 [ECF No. 1388]; (b) with respect to Brody Mining, LLC, the *Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof*, entered by the Bankruptcy Court on September 27, 2013 [Case No. 13-48727, ECF No. 14]; and (c) with respect to Patriot Ventures LLC, the *Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof*, entered by the Bankruptcy Court on September 27, 2013 [Case No. 13-48728, ECF No. 14].
26. “**Beneficial Ballots**” means the ballots upon which Beneficial Holders shall indicate to Nominees their acceptance or rejection of the Plan in accordance with the Voting Instructions.
27. “**Beneficial Holder**” or “**Beneficial Ownership**” means, with respect to any security, having “beneficial ownership” of such security (as determined pursuant to Rule 13d-3 of the Exchange Act).
28. “**BLBA**” means the Federal Black Lung Benefit Act, 30 U.S.C. §§ 901-944.
29. “**Board**” means, as of any date prior to the Effective Date, Patriot Coal’s then-existing board of directors, including any duly formed committee thereof.
30. “**Breakup Fee**” has the meaning set forth in the Backstop Rights Purchase Agreement.
31. “**Business Day**” means any day other than a Saturday, a Sunday, a “legal holiday” (as defined in Bankruptcy Rule 9006(a)) or any other day on which banking institutions in either New York, New York or St. Louis, Missouri are required or authorized to close by law or executive order.
32. “**Case Management Order**” means, before the Effective Date, the *Order Establishing Notice, Case Management and Administrative Procedures*, entered by the Bankruptcy Court on March 22, 2013 [ECF No. 3361], and, on and after the Effective Date, such order as modified by Section 15.16 hereof.

33. “**Cash**” means legal tender of the United States of America or equivalents thereof, including, without limitation, payment in such tender by check, wire transfer or any other customary payment method.
34. “**Cause of Action**” means, without limitation, any and all actions, proceedings, causes of action, controversies, liabilities, obligations, rights, rights of set-off, recoupment rights, suits, damages, judgments, accounts, defenses, offsets, powers, privileges, licenses, franchises, Claims, and including alter-ego claims and claims under chapter 5 of the Bankruptcy Code as well as any claims or rights created pursuant to sections 301 and 541 of the Bankruptcy Code upon the commencement of the Petition Date, counterclaims, cross-claims, affirmative defenses and demands of any kind or character whatsoever, whether known or unknown, asserted or unasserted, reduced to judgment or otherwise, liquidated or unliquidated, fixed or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, assertable directly or derivatively, existing or hereafter arising, in contract or in tort, in law, in equity or otherwise in any court, tribunal, forum or proceeding, under any local, state, federal, foreign, statutory, regulatory or other law or rule, based in whole or in part upon any act or omission or other event occurring prior to the Petition Date or during the course of the Chapter 11 Cases, including through the Effective Date.
35. “**Certified Eligible Holder**” has the meaning set forth in the Rights Offerings Procedures.
36. “**Chapter 11 Cases**” means the cases under chapter 11 of the Bankruptcy Code commenced by the Debtors on the applicable Petition Date, pending in the Bankruptcy Court with the case numbers as set forth in Schedule A to the Plan, that are jointly administered in the case styled *In re: Patriot Coal Corporation*, Case No. 12-51502-659.
37. “**Charging Lien**” means, collectively, the Convertible Notes Charging Lien and the Senior Notes Charging Lien.
38. “**Claim**” means a “claim,” as defined in section 101(5) of the Bankruptcy Code.
39. “**Claims Agent**” means GCG, Inc., which is located at 1985 Marcus Ave., Suite 200, Lake Success, New York 11042.
40. “**Claims Objection Deadline**” means 11:59 p.m. (prevailing Central Time) on the 365th calendar day after the Effective Date, subject to further extensions and/or exceptions as may be ordered by the Bankruptcy Court.
41. “**Claims Objection Procedures Order**” means the *Order Establishing Procedures for Claims Objections*, entered by the Bankruptcy Court on March 1, 2013 [ECF No. 3021].
42. “**Claims Settlement Procedures Order**” means the *Order Authorizing and Approving Procedures for Compromise and Settlement of Certain Claims, Litigations and Causes of Action*, entered by the Bankruptcy Court on February 13, 2013 [ECF No. 2821].

43. “**Class**” means any group of Claims or Interests classified by the Plan pursuant to section 1122(a) of the Bankruptcy Code.
44. “**Collateral**” means any property or interest in property of the Debtors subject to a Lien to secure the payment or performance of a Claim, which Lien is not subject to avoidance and is not otherwise invalid under the Bankruptcy Code or other applicable law.
45. “**Confirmation**” means confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code.
46. “**Confirmation Date**” means the date on which the Confirmation Order is entered by the Bankruptcy Court on its docket.
47. “**Confirmation Hearing**” means the hearing held by the Bankruptcy Court to consider confirmation of the Plan pursuant to sections 1128 and 1129 of the Bankruptcy Code, as such hearing may be adjourned or continued from time to time.
48. “**Confirmation Order**” means the order of the Bankruptcy Court entered pursuant to section 1129 of the Bankruptcy Code confirming the Plan.
49. “**Contingent**” means, when used in reference to a Claim, any Claim, the liability for which attaches or is dependent upon the occurrence or happening of, or is triggered by, an event that has not yet occurred as of the date on which such Claim is sought to be estimated or on which an objection to such Claim is filed, whether or not such event is within the actual or presumed contemplation of the holder of such Claim and whether or not a relationship between the holder of such Claim and the applicable Debtor now or hereafter exists or previously existed.
50. “**Contingent DIP Obligations**” means all of the Debtors’ obligations under the DIP Documents and the DIP Order that are contingent and/or unliquidated (including, without limitation, those set forth in Section 12.04 of the First Out DIP Facility and Section 10.04 of the Second Out DIP Facility), other than DIP Obligations that are paid in full in Cash (or, in the case of any Outstanding L/C, Paid in Full) on or prior to the Effective Date.
51. “**Convenience Class Claim**” means (i) a Claim against any of the Debtors that would otherwise be a General Unsecured Claim and that is greater than \$0 and less than or equal to \$500,000 in Allowed amount or (ii) a Claim against any of the Debtors that would otherwise be a General Unsecured Claim in an amount greater than \$500,000 but which is reduced to \$500,000 by an irrevocable written election of the Holder of such Claim made on a properly executed and delivered Ballot; *provided, however*, that a General Unsecured Claim originally Allowed in an amount in excess of \$500,000 may not be subdivided into multiple Claims of \$500,000 or less for purposes of receiving treatment as a Convenience Class Claim.
52. “**Convenience Class Consideration**” means Cash in the amount of \$3 million.

53. “**Convertible Notes**” means those certain 3.25% Convertible Senior Notes due 2013 in the aggregate principal amount of \$200,000,000 issued pursuant to the Convertible Notes Indenture.
54. “**Convertible Notes Charging Lien**” means the lien of the Convertible Notes Trustee, arising under the Convertible Notes Indenture, upon any distributions relating to or on account of Convertible Notes, securing the payment of, including without limitation, the fees and expenses of the Convertible Notes Trustee, including fees and expenses of counsel and other professionals engaged by, on behalf of or for the benefit of the Convertible Notes Trustee, whether incurred prepetition, postpetition or before or after the Effective Date, in each case, solely as provided for in the Convertible Notes Indenture.
55. “**Convertible Notes Indenture**” means that certain Indenture, dated as of May 28, 2008, between Patriot Coal and the Convertible Notes Trustee.
56. “**Convertible Notes Trustee**” means U.S. Bank National Association, in its capacity as indenture trustee under the Convertible Notes Indenture.
57. “**Creditor**” means any holder of a Claim.
58. “**Creditors’ Committee**” means the statutory committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102 of the Bankruptcy Code, as constituted from time to time.
59. “**Cure**” means a distribution made in the ordinary course of business following the Effective Date pursuant to an executory contract or unexpired lease assumed under section 365 or 1123 of the Bankruptcy Code (i) in an amount equal to the Proposed Cure (including if such Proposed Cure is zero dollars) or (ii) if a Treatment Objection is filed with respect to the applicable Proposed Cure, then in an amount equal to the unpaid monetary obligations owing by the Debtors and required to be paid pursuant to section 365(b) of the Bankruptcy Code, as may be (x) determined by Final Order or (y) otherwise agreed upon by the parties, in consultation with the Creditors’ Committee (if prior to the Effective Date).
60. “**Customer Programs**” means the Debtors’ customer programs and practices, including, without limitation, prepayment, true-up, and invoice correction programs, as to which the Debtors were authorized to honor prepetition obligations and to otherwise continue in the ordinary course of business by the *Final Order Authorizing (i) Debtors to Honor Prepetition Obligations to Customers in the Ordinary Course of Business and (ii) Financial Institutions to Honor and Process Related Checks and Transfers*, entered by the Bankruptcy Court on August 2, 2012 [ECF No. 254].
61. “**D&O Liability Insurance Policies**” means all insurance policies for directors’, managers’ and officers’ liability (including employment practices liability and fiduciary

- liability) maintained by the Debtors issued prior to the Effective Date, including as such policies may extend to employees, and any such “tail” policies.
62. **“Debtor-Weighted”** means (i) with respect to a Convertible Notes Claim or a General Unsecured Claim or Convenience Class Claim against a Group 1 Debtor, the amount of such Claim, (ii) with respect to a General Unsecured Claim or Convenience Class Claim against a Group 2 Debtor, the amount of such Claim multiplied by two (2) and (iii) with respect to a General Unsecured Claim or Convenience Class Claim against a Group 3 Debtor, the amount of such Claim multiplied by three (3).
63. **“Debtors”** means each of the entities listed in Schedule A of the Plan. To the extent that the context requires any reference to the Debtors after the Effective Date, Debtors shall mean the Reorganized Debtors.
64. **“Debtors’ Case Information Website”** means *www.patriotcaseinfo.com*.
65. **“DIP Agents”** means, collectively, the First Out DIP Agent and the Second Out DIP Agent.
66. **“DIP Documents”** has the meaning set forth in the DIP Order.
67. **“DIP Facilities”** means, collectively, the First Out DIP Facility and the Second Out DIP Facility.
68. **“DIP Facility Claim”** means any Claim of any DIP Agent, DIP Lender or L/C Issuer against a Debtor arising out of or related to the DIP Facilities, including, without limitation, the Superpriority Claims and DIP Liens granted pursuant to, and each as defined in, the DIP Order.
69. **“DIP Lender”** means any lender under either of the DIP Facilities as of the Effective Date.
70. **“DIP Order”** means the *Final Order (i) Authorizing Debtors (a) to Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e), and (b) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (ii) Granting Adequate Protection to Pre-Petition Secured Lenders Pursuant to 11 U.S.C. §§ 361, 362, 363 And 364*, entered by the Bankruptcy Court on August 3, 2012 [ECF No. 275], as amended pursuant to the *Supplemental DIP Financing Order Authorizing, Pursuant to 11 U.S.C. §§ 363 and 364, (i) Amendment to the DIP Financing, (ii) Engagement of the First Out DIP Agent in Connection Therewith, (iii) Payment of Fees Related Thereto, and (iv) Waiver of Bankruptcy Rule 6004(h) Stay*, entered by the Bankruptcy Court on August 21, 2013 [ECF No. 4498], and as each of the foregoing has been or is hereafter modified, amended, supplemented or extended from time to time during the Chapter 11 Cases.

71. **“Disallowed”** means, when used in reference to a Claim, all or that portion, as applicable, of any Claim against any Debtor that (i) has been disallowed by a Final Order of the Bankruptcy Court, (ii) is listed in the Schedules as “\$0,” contingent, disputed or unliquidated and as to which a proof of claim bar date has been established but no Proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law, (iii) has been agreed to be equal to “\$0” or to be expunged pursuant to the Claims Settlement Procedures Order or otherwise or (iv) is not listed on the Schedules and as to which a proof of claim bar date has been established but no Proof of Claim has been timely filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law.
72. **“Disbursing Agent”** means Reorganized Patriot Coal or any Person or Entity designated or retained by the Reorganized Debtors, in their sole discretion and without the need for any further order of the Bankruptcy Court, to serve as disbursing agent for Claims.
73. **“Disclosure Statement”** means the disclosure statement relating to the Plan, including all exhibits, appendices and schedules thereto, as amended, supplemented or modified from time to time, in each case, as approved pursuant to section 1125 of the Bankruptcy Code by the Bankruptcy Court in the Approval Order.
74. **“Disputed”** means, when used in reference to a Claim, any Claim or any portion thereof that is neither an Allowed Claim nor a Disallowed Claim.
75. **“Disputed Claims Reserve”** has the meaning set forth in Section 8.4(b)(i) of the Plan.
76. **“Distribution Date”** means any of (i) the Initial Distribution Date, (ii) each Interim Distribution Date and (iii) the Final Distribution Date.
77. **“Distribution Record Date”** means the Confirmation Date.
78. **“DOL”** means the United States Department of Labor.
79. **“DTC”** means the Depository Trust Company.
80. **“Effective Date”** means the Business Day selected by the Debtors that is (i) on or after the Confirmation Date and on which date no stay of the Confirmation Order is in effect and (ii) on or after the date on which the conditions to effectiveness of the Plan specified in Section 12.1 of the Plan have been either satisfied or waived as set forth herein.
81. **“Eligibility Certificate Deadline”** means November 27, 2013 at 5:00 p.m. (prevailing Central Time) or such later time as determined by the Debtors in their sole discretion.
82. **“Eligible Affiliate”** means an affiliate of an Eligible Holder or Backstop Party that is also an Eligible Holder (or would be an Eligible Holder if such affiliate were a holder of an

Allowed Senior Notes Claim, Allowed Convertible Notes Claim or Allowed General Unsecured Claim).

83. **“Eligible Holder”** means a holder of an Allowed Senior Notes Claim, Allowed Convertible Notes Claim and/or Allowed General Unsecured Claim that is (i) a “qualified institutional buyer” within the meaning of Rule 144A of the Securities Act or an entity in which all of the equity owners are such “qualified institutional buyers,” or (ii) an “accredited investor” within the meaning of Rule 501(a)(1), (2), (3), (5), (6) or (7) of the Securities Act, or an entity in which all of the equity owners are such “accredited investors.”
84. **“Employee Agreement”** means any agreement (other than a standard form acknowledgement or undertaking by newly-hired employees for the benefit of any of the Debtors) between, or any offer letter issued by, any of the Debtors and/to any current or former directors, officers or employees of any of the Debtors.
85. **“Entity”** or **“entity”** means an entity as defined in section 101(15) of the Bankruptcy Code.
86. **“Environmental Law”** means all federal, state and local statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders, agreements and determinations and all common law concerning pollution or protection of the environment, or environmental impacts on human health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act; the Clean Water Act; the Clean Air Act; the Emergency Planning and Community Right-to-Know Act; the Federal Insecticide, Fungicide, and Rodenticide Act; the Resource Conservation and Recovery Act; the Safe Drinking Water Act; the Surface Mining Control and Reclamation Act; the Toxic Substances Control Act; and any state or local equivalents.
87. **“ERISA”** means the Employee Retirement Income Security Act of 1974, 29, U.S.C. § 1001, et seq.
88. **“Estate”** means, individually, the estate of each of the Debtors and collectively, the estates of all of the Debtors created under section 541 of the Bankruptcy Code. These Estates were jointly administered for procedural purposes only pursuant to the *Order Directing Joint Administration of Chapter 11 Cases* [ECF No. 30], the *Order Directing Joint Administration of Chapter 11 Cases* [Case No. 13-48727, ECF No. 16], and the *Order Directing Joint Administration of Chapter 11 Cases* [Case No. 13-48728, ECF No. 16].
89. **“Exchange Act”** means the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder.
90. **“Exculpated Parties”** means the Released Parties.

91. “**Existing Notes**” means, collectively, the Senior Notes and the Convertible Notes.
92. “**Exit ABL Credit Agreement**” means a revolving facility to be entered into by the Reorganized Debtors, the material terms of which are set forth in the Plan Supplement.
93. “**Exit Credit Facilities**” means, collectively, the Exit ABL Credit Agreement, the Exit Term Loan Credit Agreement, the Exit L/C Credit Agreement and/or any additional or alternative sources of exit financing, which shall provide for sufficient financing to repay the DIP Facility Claims in Cash in full (or, in the case of any Outstanding L/C, Paid in Full) prior to or as of the Effective Date.
94. “**Exit Credit Facilities Documents**” means all loan and security documents, intercreditor agreements and other documents and filings, in each case related to the Exit Credit Facilities and as the same may be amended, restated, supplemented or otherwise modified from time to time.
95. “**Exit Credit Facilities Parties**” means the banks, financial institutions and other lenders party to the Exit Credit Facilities from time to time, each in their capacity as such.
96. “**Exit L/C Credit Agreement**” means a letter of credit facility to be entered into by the Reorganized Debtors, the material terms of which are set forth in the Plan Supplement.
97. “**Exit Term Loan Credit Agreement**” means a term loan credit facility to be entered into by the Reorganized Debtors, the material terms of which are set forth in the Plan Supplement.
98. “**Final Distribution Date**” means a date selected by the Reorganized Debtors in their sole discretion that is after the Initial Distribution Date and is no earlier than 20 calendar days after the date on which all Disputed General Unsecured Claims and Disputed Convenience Class Claims have become either Allowed Claims or Disallowed Claims.
99. “**Final Order**” means, as applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified or amended, and as to which the time to appeal, seek certiorari or move for a new trial, re-argument or rehearing has expired and no appeal, petition for certiorari or motion for a new trial, re-argument or rehearing has been timely filed, or as to which any appeal that has been taken, any petition for certiorari, or motion for a new trial, review, re-argument, or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought; *provided, however*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, as made applicable by Rule 9024 of the Federal Rules of Bankruptcy Procedure, may be filed relating to such order shall not cause such order to not be a Final Order.

100. “**First Out DIP Agent**” means Citibank, N.A. in its capacity as administrative agent under the First Out DIP Facility.
101. “**First Out DIP Facility**” means that certain Superpriority Secured Debtor-in-Possession Credit Agreement, dated as of July 9, 2012, among, *inter alios*, Patriot Coal as Borrower, the lenders party thereto from time to time and the First Out DIP Agent, as approved by the Bankruptcy Court pursuant to the DIP Order, including any amendments, restatements, modifications or extensions thereof.
102. “**Foreign Agreements**” means all executory contracts or unexpired leases as to which the Debtors were authorized to pay their prepetition debts in the ordinary course of business pursuant to the *Final Order Authorizing (i) Debtors to Pay Prepetition Obligations Owed to Foreign Creditors and (ii) Financial Institutions to Honor and Process Related Checks and Transfers*, entered by the Bankruptcy Court on August 2, 2012 [ECF No. 256].
103. “**General Unsecured Claim**” means any prepetition Claim against any of the Debtors that is not a DIP Facility Claim, Other Administrative Claim, Priority Tax Claim, Other Priority Claim, Other Secured Claim, Senior Notes Claim, Convertible Notes Claim, Convenience Class Claim, Section 510(b) Claim or Intercompany Claim, including any unsecured claims under section 506(a)(1) of the Bankruptcy Code.
104. “**Governmental Unit**” means a “governmental unit,” as defined in section 101(27) of the Bankruptcy Code.
105. “**Group 1 Debtors**” means each of the entities listed as a Group 1 Debtor in Schedule B of the Plan.
106. “**Group 2 Debtors**” means each of the entities listed as a Group 2 Debtor in Schedule B of the Plan.
107. “**Group 3 Debtors**” means each of the entities listed as a Group 3 Debtor in Schedule B of the Plan.
108. “**GUC Rights**” means Rights to purchase up to 4.62% of the Rights Offering Notes and up to 4.62% of the Rights Offering Warrants. The aggregate combined Subscription Purchase Price of the GUC Rights shall be \$11,551,155.
109. “**GUC Stock Allocation**” means New Class A Stock representing 5% of the New Common Stock, subject to any future dilution by shares of New Class A Common Stock issued in respect of the Rights Offering Warrants and management incentive packages.
110. “**Impaired**” means, when used in reference to a Claim, any Claim that is impaired within the meaning of section 1124 of the Bankruptcy Code.

111. “**Indemnification Obligation**” means any obligation of any Debtor to indemnify directors, officers or employees of any of the Debtors who served in such capacity, with respect to or based upon any act or omission taken or omitted in any of such capacities, or for or on behalf of any Debtor, whether pursuant to agreement, the Debtors’ respective articles or certificates of incorporation, corporate charters, bylaws, operating agreements or similar corporate documents or other applicable contract or law in effect as of the Effective Date.
112. “**Indemnity Agreements**” has the meaning set forth in Section 9.3(b) of the Plan.
113. “**Indentures**” means, collectively, the Convertible Notes Indenture and the Senior Notes Indenture.
114. “**Indenture Trustees**” means, collectively, the Convertible Notes Trustees and the Senior Notes Trustee.
115. “**Initial Debtors**” means Patriot Coal and the Subsidiary Debtors that filed chapter 11 petitions on July 9, 2012.
116. “**Initial Distribution Date**” means a day selected by the Reorganized Debtors in their sole discretion that is as soon as reasonably practicable after the Effective Date.
117. “**Insurance Plans**” means the Debtors’ insurance policies and any agreements, documents or instruments relating thereto entered into before the Petition Date; *provided, however*, that the Insurance Plans shall not include the D&O Liability Insurance Policies.
118. “**Intercompany Claim**” means any Claim by a Debtor against another Debtor.
119. “**Intercompany Contract**” means a contract solely between two or more Debtors entered into before the Petition Date.
120. “**Interest**” means any equity security within the meaning of section 101(16) of the Bankruptcy Code including, without limitation, all issued, unissued, authorized or outstanding shares of stock or other equity interests (including common and preferred), together with any warrants, options, convertible securities, liquidating preferred securities or contractual rights to purchase or acquire any such equity interests at any time and all rights arising with respect thereto.
121. “**Interim Compensation Order**” means the *Order to Establish Procedures for Interim Monthly Compensation and Reimbursement of Expenses of Professionals*, entered by the Bankruptcy Court on August 2, 2012 [ECF No. 262].
122. “**Interim Distribution Date**” means the date that is no later than 180 calendar days after the Initial Distribution Date or the most recent Interim Distribution Date thereafter, with such periodic Interim Distribution Dates occurring until the Final Distribution Date has

occurred, it being understood that the Reorganized Debtors may increase the frequency of Interim Distribution Dates in their sole discretion as circumstances warrant.

123. “**Internal Revenue Code**” means the Internal Revenue Code of 1986, as amended.
124. “**IRS**” means the Internal Revenue Service of the United States of America.
125. “**Knighthead**” means Knighthead Capital Management, LLC, solely on behalf of certain funds and accounts it manages and/or advises.
126. “**L/C**” means any letter of credit issued under either the First Out DIP Facility or the Second Out DIP Facility.
127. “**L/C Issuer**” means the issuer of an L/C under the First Out DIP Facility or the Second Out DIP Facility, as applicable.
128. “**Lien**” means a “lien,” as defined in section 101(37) of the Bankruptcy Code.
129. “**LRPB Lease**” means that certain lease dated September 28, 1984 among LaFollette, Robson, Prichard & Broun, et al., Cedar Coal Co. and The Charleston Bank, N.A., as Trustee (as amended, assigned (in part or in whole), transferred, extended, subleased or as the rights derived from that certain lease were conveyed or assumed by the Debtors from time to time).
130. “**LRPB Lessors**” means LML Properties, LLC; PRC Holdings, LLC; Wright Holdings, LLC; AAW Holdings, LLC; Kanawha Boone Holdings, LLC; Prichard School, LLC; The Board of Trustees of Prichard School; LML-AAW Holdings LLC; RBL-AAW Holdings LLC; LaFollette Holdings, LTD; Robert B. LaFollette Holdings, LLC; Broun Properties, LLC; City National Bank of West Virginia, as successor Trustee under a trust agreement dated December 30, 1983 with A.M. Prichard, Lewis Prichard III, and Sarah Ann Prichard and their respective spouses; Riverside Park, Inc.; H.A. Robson Trust; Riverside Park, Inc.; James A. LaFollette Holdings, LLC; Latelle M. LaFollette Trust for Alice A. Wright; Latelle M. LaFollette Trust for Marjorie J. Wright; Robert B. LaFollette Trust for Alice A. Wright; Robert B. LaFollette Trust for Marjorie J. Wright; and Alice Ann Wright.
131. “**LRPB Proofs of Claim**” means, collectively, in each case (i) with reference to the proof of claim number assigned by the Debtors’ claims and noticing agent and (ii) as filed on or prior to the date hereof, proof of claim numbers 2701, 2702, 2703, 2704, 2705, 2706, 2716, 2717, 2718, 2719, 2720, 2721, 2722, 2723, 2724, 2725, 2726, 2727, 2728, 2729, 2730, 2731, 2732, 2733, 2734, 2735, 2736, 2737, 2738, 2739, 2740, 2741, 2742, 2743, 2744, 2745, 2746, 2919, 2920, 2921, 2934, 2935, 2936, 2969, 2970, 2971, 2972, 2973, 2974, 2975, 2976, 2977, 2978, 2979, 2980, 2981, 2982, 2983, 2984, 2985, 2986, 2987, 2988, 2989, 2990, 2991, 2992, 2993, 2994, 2995, 2996, 2997, 2998, 2999, 3000, 3001, 3002, 3003, 3004, 3005, 3006, 3317, 3318 and 3319.

132. “**Master Ballots**” means the master ballots upon which the Nominees of Beneficial Holders shall indicate acceptances and rejections of the Plan in accordance with the Voting Instructions.
133. “**Mine Act**” means the Federal Mine Safety and Health Act of 1977, as amended by the Miner Act of 2006.
134. “**MOU**” means that Memorandum of Understanding between the UMWA and Patriot Coal, dated August 26, 2013, in the form approved by the UMWA Settlement Order, as has been or is hereafter modified, amended or supplemented.
135. “**New Board**” means the board of directors of Reorganized Patriot Coal on the Effective Date.
136. “**New Bylaws**” means the bylaws of Reorganized Patriot Coal, which shall be substantially in the form set forth in the Plan Supplement and in form and substance reasonably acceptable to the Backstop Parties.
137. “**New CBAs**” has the meaning set forth in the UMWA Settlement Order.
138. “**New Certificate of Incorporation**” means the certificate of incorporation of Reorganized Patriot Coal, which shall be substantially in the form set forth in the Plan Supplement and in form and substance reasonably acceptable to the Backstop Parties.
139. “**New Common Stock**” means, collectively, New Class A Common Stock and New Class B Common Stock.
140. “**New Class A Common Stock**” means the shares of common stock, par value \$.01 per share, of Reorganized Patriot Coal to be authorized and issued hereunder or for purposes specified herein, which shall be entitled to a single vote per share on all matters on which the New Common Stock is entitled to vote.
141. “**New Class B Common Stock**” means the shares of common stock, par value \$.01 per share, of Reorganized Patriot Coal to be authorized and issued hereunder or for purposes specified herein, which shall be entitled to 100 votes per share on all matters on which the New Common Stock is entitled to vote.
142. “**New Securities**” has the meaning set forth in Section 5.2 of the Plan.
143. “**New Stockholders’ Agreement**” means the stockholders’ agreement substantially in the form included in the Plan Supplement to be entered into by and among Reorganized Patriot Coal, the Backstop Parties and certain other holders of New Class A Common Stock or Rights Offering Warrants whose number of shares of New Class A Common Stock plus the number of shares of New Class A Common Stock into which their Rights Offering Warrants could be exercised for would, in the aggregate, be equal to or greater

- than five percent of the total number of outstanding shares of New Class A Common Stock (calculated on a fully diluted basis).
144. “**Nominee**” means any broker, dealer, commercial loans institution, financial institution or other nominee (or its mailing agent) in whose name securities are registered or held of record on behalf of a Beneficial Holder.
  145. “**Non-Union Retiree Committee**” means the Official Committee of Non-Represented Retirees appointed by the United States Trustee on March 7, 2013 pursuant to section 1114 of the Bankruptcy Code.
  146. “**Non-Union Retiree Settlement Order**” means the *Order Authorizing the Modification and Termination of Certain Non-Vested Benefits for Non-Union Retiree Benefit Participants Pursuant to 11 U.S.C. §§ 105(a) and 363(b)*, entered by the Bankruptcy Court on April 26, 2013 [ECF No. 3849], the terms of which are incorporated herein by reference.
  147. “**Non-Union Retiree VEBA**” means the voluntary employees’ beneficiary association within the meaning of section 501(c)(9) of the Internal Revenue Code, authorized by the Bankruptcy Court to be established by the Non-Union Retiree Committee.
  148. “**Notes Rights**” means the subscription rights to purchase the Rights Offering Notes.
  149. “**Notes Rights Offering**” means the rights offering for the Rights Offering Notes as described in Section 5.6 of the Plan.
  150. “**Notice of Intent to Assume or Reject**” means a notice delivered by the Debtors or by the Reorganized Debtors pursuant to Article 9 of the Plan stating an intent to assume or reject an executory contract or unexpired lease and including a proposed Assumption Effective Date or Rejection Effective Date, as applicable, and, if applicable, a Proposed Cure and/or a proposed assignment.
  151. “**Ordinary Course Professionals Order**” means the *Order Authorizing the Debtors to Employ Ordinary Course Professionals Nunc Pro Tunc to the Petition Date*, entered by the Bankruptcy Court on August 2, 2012 [ECF No. 263].
  152. “**Other Administrative Claim**” means an Administrative Claim, other than Professional Fee Claims, the Backstop Fees, the Breakup Fee (if any), the Backstop Expense Reimbursement or fees and charges assessed against the Estates pursuant to section 1930 of title 28 of the United States Code and/or section 3717 of title 31 of the United States Code (which shall be paid pursuant to Section 15.4 of the Plan).
  153. “**Other Administrative Claim Bar Date**” means the date that is 30 calendar days after the Effective Date.

154. **“Other Priority Claim”** means any Claim, other than an Administrative Claim or a Priority Tax Claim, entitled to priority in right of payment pursuant to section 507(a) of the Bankruptcy Code.
155. **“Other Secured Claim”** means any Secured Claim, and for the avoidance of doubt, excludes DIP Facility Claims.
156. **“Outstanding L/C”** means any L/C that is outstanding on the Effective Date.
157. **“Paid in Full”** means (a) in respect of any Outstanding L/C under the First Out DIP Facility, any of the following: (i) such L/C shall have been canceled (as evidenced by return of the original L/C to the applicable L/C Issuer for cancelation or, if no original was issued, written confirmation from the beneficiary of the L/C to the L/C Issuer, via swift or in the form of a release letter, that such Outstanding L/C is no longer in effect) or replaced with a letter of credit issued under the Exit Credit Facilities, (ii) such L/C shall have been collateralized in Cash in an amount equal to 103% of all L/C Obligations (as defined in the First Out DIP Facility) in respect of such L/C, pursuant to documentation in form and substance reasonably satisfactory to the First Out DIP Agent and the applicable L/C Issuer, (iii) a back-to-back letter of credit in an amount equal to 103% of all L/C Obligations (as defined in the First Out DIP Facility) in respect of such L/C shall have been provided to the applicable L/C Issuer on terms and from a financial institution acceptable to such L/C Issuer or (iv) such other treatment shall have been provided with respect to such L/C as the Debtors, the First Out DIP Agent, the Required Revolving Lenders (as defined in the First Out DIP Facility) and the applicable L/C Issuer shall agree; and (b) in respect of each Outstanding L/C under the Second Out DIP Facility, any of the following: (i) such L/C shall have been canceled (as evidenced by return of the original L/C to the applicable L/C Issuer for cancelation or, if no original was issued, written confirmation from the beneficiary of the L/C to the L/C Issuer, via swift or in the form of a release letter, that such Outstanding L/C is no longer in effect) or replaced with a letter of credit issued under the Exit Credit Facilities, (ii) such L/C shall have been collateralized in Cash in an amount equal to 103% of all L/C Obligations (as defined in the Second Out DIP Facility) in respect of such L/C, pursuant to documentation in form and substance reasonably satisfactory to the Second Out DIP Agent and the applicable L/C Issuer or (iii) any Approved Second Out DIP L/C Arrangement.
158. **“Patriot Coal”** means Patriot Coal Corporation, a Delaware corporation.
159. **“Patriot Retirees VEBA”** means the Patriot Retirees Voluntary Employee Benefit Association.
160. **“Peabody”** means Peabody Energy Corporation and its subsidiaries and affiliates.
161. **“Peabody Settlement”** means the settlement among the Debtors and Patriot Coal’s wholly-owned non-debtor subsidiaries and affiliates, the UMWA, on behalf of itself, and as the authorized representative of the UMWA Employees (as defined in the Peabody

Settlement) and the UMWA Retirees (as defined in the Peabody Settlement), and Peabody, approved by the Bankruptcy Court on November 7, 2013, the terms of which are incorporated herein by reference.

162. **“Peabody Settlement Order”** means the order of the Bankruptcy Court approving the Peabody Settlement.
163. **“Person”** or **“person”** means a person as defined in section 101(41) of the Bankruptcy Code.
164. **“Petition Date”** means, with respect to the Initial Debtors, July 9, 2012, the date on which the Initial Debtors commenced the Chapter 11 Cases, and, where relevant, the time of the filing of the Initial Debtors’ chapter 11 petitions on such date, and, with respect to the Additional Debtors, September 23, 2013, the date on which the Additional Debtors commenced the Chapter 11 Cases, and, where relevant, the time of the filing of the Additional Debtors’ chapter 11 petitions on such date.
165. **“Plan”** means this Fourth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, including the Plan Supplement and all exhibits, supplements, appendices and schedules to any of the foregoing, as any of them may be amended or modified from time to time hereunder or in accordance with applicable law.
166. **“Plan Documents”** means the agreements, instruments and documents to be executed, delivered, assumed and/or performed in conjunction with the consummation of the Plan on and after the Effective Date, including, without limitation, (i) the New Bylaws, (ii) the New Certificate of Incorporation, (iii) the Reorganized Subsidiary Debtors’ Certificates of Incorporation, (iv) the Reorganized Subsidiary Debtors’ Bylaws and (v) any other documents listed in the Plan Supplement.
167. **“Plan Supplement”** means, collectively, the documents, agreements, instruments, schedules and exhibits and forms thereof to be filed as specified in Section 15.6 of the Plan as the Plan Supplement, as each such document, agreement, instrument, schedule and exhibit and form thereof may be altered, restated, modified or replaced from time to time, including subsequent to the filing of any such documents, in each case, in form and substance reasonably acceptable to the Backstop Parties. Each such document, agreement, instrument, schedule or exhibit or form thereof is referred to herein as a “Plan Supplement.” For the avoidance of doubt, Schedules 9.2(a) and 9.2(b) hereto shall not be deemed to be included in the “Plan Supplement.”<sup>3</sup>

---

<sup>3</sup> The Plan Supplement may include, among other documents, the following: (a) the form of the New Certificate of Incorporation and other organizational documents of the Debtors; (b) the form or material terms of the Exit Credit Facilities Documents; (c) the identity and affiliations of each director and officer of the Reorganized Debtors; (d) a list of certain contractual indemnification obligations assumed by the Debtors pursuant to Section 9.3(d) of the Plan; (e) the form of Rights Offering Notes and related Rights Offering Notes Indenture; (f) the form of (...continued)

168. **“Police or Regulatory Law”** means any police or regulatory statute or regulation including, but not limited to, Environmental Law, the Mine Act, the BLBA, and ERISA.
169. **“Potential LRPB Claims”** means, collectively, (i) the claims set forth in the LRPB Proofs of Claim; (ii) any claims arising from the Global Settlement Agreement dated November 15, 2012 between Patriot Coal, the Ohio Valley Environmental Coalition, Inc., the Sierra Club, and the West Virginia Highlands Conservancy (the **“GSA”**) and/or the Order approving the GSA, and (iii) any and all claims arising from or related to the LRPB Lease.
170. **“Prepetition Credit Agreement”** means that certain Amended and Restated Credit Agreement, dated as of May 5, 2010 among Patriot Coal as Borrower, the Prepetition Credit Agreement Lenders and the Prepetition Credit Agreement Agent, as the same may have been amended, restated, supplemented or otherwise modified from time to time.
171. **“Prepetition Credit Agreement Agent”** means Bank of America, N.A., in its capacity as administrative agent under the Prepetition Credit Agreement.
172. **“Prepetition Credit Agreement Lenders”** means the lenders and issuers of letters of credit under the Prepetition Credit Agreement.
173. **“Priority Claims”** means, collectively, Priority Tax Claims and Other Priority Claims.
174. **“Priority Tax Claim”** means a Claim (whether secured or unsecured) of a Governmental Unit entitled to priority pursuant to section 507(a)(8) or specified under section 502(i) of the Bankruptcy Code.
175. **“Pro Rata Share”** has the meaning set forth in the Rights Offerings Procedures.
176. **“Professional”** means a person retained in the Chapter 11 Cases by separate Bankruptcy Court order pursuant to sections 327 and 1103 of the Bankruptcy Code or otherwise, but not including any person retained pursuant to the Ordinary Course Professionals Order.
177. **“Professional Fee Claims”** means an Administrative Claim of a Professional for compensation for services rendered or reimbursement of costs, expenses or other charges and disbursements incurred during the period from the Petition Date through and including the Confirmation Date.
178. **“Proof of Claim”** means a proof of claim filed by a holder of a Claim in accordance with the Bar Date Order.

---

(continued...)

Rights Offering Warrants and related Rights Offering Warrant Agreement and (g) the form of Registration Rights Agreement.

179. **“Proposed Cure”** means, for a particular executory contract or unexpired lease, the consideration that the Debtors propose (which may be zero or some amount greater than zero) on a Notice of Intent to Assume or Reject as full satisfaction of the Debtors’ obligations with respect to such executory contract or unexpired lease pursuant to section 365(b) of the Bankruptcy Code.
180. **“Ratable Share”** means, as of a date certain:
- (i) For an Allowed Senior Notes Parent Claim (other than an Allowed Senior Notes Parent Claim that has received or will receive Senior Notes Class Cash Consideration), the ratio of the Allowed Senior Notes Parent Claim to the aggregate amount of all Allowed Senior Notes Parent Claims as of such date.
  - (ii) For an Allowed Senior Notes Parent Claim that has received or will receive Senior Notes Class Cash Consideration, the ratio of the Allowed Senior Notes Parent Claim to the aggregate amount of all Allowed Senior Notes Parent Claims that have received or will receive Senior Notes Class Cash Consideration as of such date.
  - (iii) For an Allowed Convertible Notes Claim (other than an Allowed Convertible Notes Claim that has received or will receive Convenience Class Consideration in accordance with Article 3 of the Plan, if any), the ratio of the Debtor-Weighted Allowed Convertible Notes Claim to the Debtor-Weighted (a) aggregate amount of all Allowed Convertible Notes Claims and Allowed General Unsecured Claims as of such date plus (b) the estimated aggregate value of all Disputed General Unsecured Claims as of such date as reasonably determined by the Disbursing Agent (excluding in each of case (a) and (b) the aggregate amount of all Allowed Convertible Notes Claims and Allowed or Disputed General Unsecured Claims that have received or will or are expected to receive (as reasonably determined by the Disbursing Agent) Convenience Class Consideration in accordance with Article 3 of the Plan, if any), as such denominator may be adjusted in accordance with Article 3 of the Plan.
  - (iv) For an Allowed General Unsecured Claim (other than an Allowed General Unsecured Claim that has received or will receive Convenience Class Consideration in accordance with Article III of the Plan, if any), the ratio of the Debtor-Weighted Allowed General Unsecured Claim to the Debtor-Weighted (a) aggregate amount of all Allowed Convertible Notes Claims and Allowed General Unsecured Claims as of such date plus (b) the estimated aggregate value of all Disputed General Unsecured Claims as of such date, as reasonably determined by the Disbursing Agent (in each of case (a) and (b) excluding the aggregate amount of all Allowed Convertible Notes Claims and Allowed or Disputed General Unsecured Claims that have received or will or are estimated to receive (as reasonably determined by the Disbursing Agent) Convenience Class Consideration in accordance with Article III of the Plan, if any), as such denominator may be adjusted in accordance with Article III of the Plan.

(v) For an Allowed Convenience Class Claim (or an Allowed Convertible Notes Claim or Allowed General Unsecured Claim that has received or will receive Convenience Class Consideration in accordance with Article III of the Plan, if any), the ratio of the Debtor-Weighted Allowed Convenience Class Claim (or, in the case of a Convertible Notes Claim or a General Unsecured Claim that will receive Convenience Class Consideration in accordance with Article III of the Plan, if any, such Debtor-Weighted Convertible Notes Claim or Debtor-Weighted General Unsecured Claim, as applicable) to the Debtor-Weighted aggregate amount of (a) all Allowed Convenience Class Claims as of such date plus (b) the estimated aggregate value of all Disputed Convenience Class Claims as of such date, as reasonably determined by the Disbursing Agent plus (c) the estimated aggregate amount of all Convertible Notes Claims and Allowed or Disputed General Unsecured Claims as of such date, as reasonably determined by the Disbursing Agent, that will receive Convenience Class Consideration in accordance with Article III of the Plan.

181. **“Registration Rights Agreement”** means the registration rights agreement for Reorganized Patriot Coal, substantially in the form set forth in the Plan Supplement
182. **“Reinstated”** or **“Reinstatement”** means (i) leaving unaltered the legal, equitable and contractual rights to which a Claim or Interest entitles the holder thereof so as to leave such Claim or Interest Unimpaired in accordance with section 1124 of the Bankruptcy Code or (ii) notwithstanding and without giving effect to any contractual provision or applicable law that entitles a Creditor to demand or receive accelerated payment of a Claim after the occurrence of a default, (A) curing any such default that occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code, (B) reinstating the maturity of such Claim as such maturity existed before such default, (C) compensating the Creditor for any damages incurred as a result of any reasonable reliance by such Creditor on such contractual provision or such applicable law and (D) not otherwise altering the legal, equitable or contractual rights to which such Claim entitles the Creditor; *provided, however*, that any contractual right that does not pertain to the payment when due of principal and interest on the obligation on which such Claim is based, including, without limitation, financial covenant ratios, negative pledge covenants, covenants or restrictions on merger or consolidation, “going dark” provisions and affirmative covenants regarding corporate existence, prohibiting certain transactions or actions contemplated by the Plan or conditioning such transactions or actions on certain factors, shall not be required to be cured or reinstated to accomplish Reinstatement.
183. **“Rejection Bar Date”** means the deadline for filing Proofs of Claim arising from the rejection of an executory contract or unexpired lease, which deadline shall be 30 calendar days after the Debtors serve notice of the entry of an order (including, without limitation, the Confirmation Order) approving the rejection of such executory contract or unexpired lease.
184. **“Rejection Claim”** means a Claim under section 502(g) of the Bankruptcy Code.

185. **“Rejection Effective Date”** means the date upon which the rejection of an executory contract or unexpired lease under the Plan is deemed effective.
186. **“Rejection Party”** means a counterparty to an executory contract or unexpired lease to be rejected by the Debtors under the Plan.
187. **“Released Parties”** means (a) the Debtors; (b) the Reorganized Debtors; (c) the DIP Agents; (d) the DIP Lenders; (e) the L/C Issuers; (f) the arrangers, bookrunners and any syndication agent under the DIP Facilities; (g) the Prepetition Credit Agreement Agent; (h) the Prepetition Credit Agreement Lenders; (i) the arrangers under the Prepetition Credit Agreement; (j) the Creditors’ Committee and its current and former members; (k) the Exit Credit Facilities Parties; (l) the Backstop Parties; (m) the Senior Notes Trustee; (n) the Convertible Notes Trustee; (o) Arch; (p) Peabody; (q) the UMWA; and (r) as to each of the foregoing entities in clauses (a) through (q), such entities’ predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, and their current and former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors, and other Professionals (in each case, solely in their capacity as such); *provided* that “Released Parties” shall not include ArcLight Capital Partners, LLC, or any of its current or former owners, shareholders, directors, officers, managers, employees or advisors (in each case, solely in its capacity as such).
188. **“Reorganized Debtors”** means, collectively, each of the Debtors, and any successor thereto, whether by merger, consolidation or otherwise, on and after the Effective Date.
189. **“Reorganized Patriot Coal”** means Patriot Coal, and any successor thereto, whether by merger, consolidation or otherwise, on and after the Effective Date.
190. **“Reorganized Subsidiary Debtors”** means, collectively, each of the Reorganized Debtors other than Reorganized Patriot Coal.
191. **“Reorganized Subsidiary Debtors’ Bylaws”** means the bylaws of the Reorganized Subsidiary Debtors.
192. **“Reorganized Subsidiary Debtors’ Certificates of Incorporation”** means, collectively, the certificates of incorporation of each of the Reorganized Subsidiary Debtors or, if any Reorganized Subsidiary Debtor is merged into another entity pursuant to the Restructuring Transactions, then the surviving entity of such merger.
193. **“Restructuring Transactions”** means those transactions described in Section 5.6 of the Plan.
194. **“Rights”** means, collectively, the Notes Rights and the Warrants Rights.

195. **“Rights Offering Notes”** means the 15% senior secured second lien notes issued by the Reorganized Debtors in the aggregate principal amount of \$250 million.
196. **“Rights Offering Notes Indenture”** means the indenture governing the Rights Offering Notes, which indenture shall be in form and substance reasonably satisfactory to the Backstop Parties and otherwise in form and substance substantially similar to the form included in the Plan Supplement.
197. **“Rights Offering Warrant Agreement”** means the warrant agreement governing the Rights Offering Warrants, which agreement shall be in form and substance reasonably satisfactory to the Backstop Parties and otherwise in form and substance substantially similar to the form included in the Plan Supplement.
198. **“Rights Offering Warrants”** means the warrants to acquire New Class A Common Stock.
199. **“Rights Offerings”** means, collectively, the Notes Rights Offering and the Warrants Rights Offering described in Section 5.6(a) of the Plan.
200. **“Rights Offerings Procedures”** means the procedures with respect to the Rights Offerings authorized pursuant to the Backstop Approval Order.
201. **“Schedules”** means the schedules of assets and liabilities and the statements of financial affairs filed by the Debtors pursuant to section 521 of the Bankruptcy Code, as such schedules and statements have been or may be supplemented, modified or amended from time to time.
202. **“Second Out DIP Agent”** means Bank of America, N.A. in its capacity as administrative agent under the Second Out DIP Facility.
203. **“Second Out DIP Facility”** means that certain Amended and Restated Superpriority Secured Debtor-in-Possession Credit Agreement, dated as of July 11, 2012, among, *inter alios*, Patriot Coal as Borrower, the lenders party thereto from time to time and the Second Out DIP Agent, as approved by the Bankruptcy Court pursuant to the DIP Order, including any amendments, restatements, modifications and extensions thereof.
204. **“Second Out DIP Facility Claims”** means DIP Facility Claims arising under the Second Out DIP Facility.
205. **“Section 510(b) Claims”** means any Claim or Cause of Action against any of the Debtors (i) arising from rescission of a purchase or sale of shares, notes or any other securities of any of the Debtors or an Affiliate of any of the Debtors, (ii) for damages arising from the purchase or sale of any such security, (iii) for violations of the securities laws, misrepresentations or any similar Claims related to the foregoing or otherwise subject to subordination under section 510(b) of the Bankruptcy Code, (iv) for reimbursement, contribution or indemnification allowed under section 502 of the Bankruptcy Code on

account of any such Claim, including Claims based upon allegations that the Debtors made false and misleading statements or engaged in other deceptive acts in connection with the offer or sale of securities or (v) for attorneys' fees, other charges or costs incurred on account of any of the foregoing Claims or Causes of Action.

206. **"Secured Claim"** means any Claim or portion thereof other than a DIP Facility Claim or a Priority Tax Claim (i) that is reflected in the Schedules or a Proof of Claim as a secured claim and is secured by a Lien on Collateral, to the extent of the value of such Collateral, as determined in accordance with section 506(a) and, if applicable, section 1129(b) of the Bankruptcy Code or (ii) to the extent that the holder thereof has a valid right of set-off pursuant to section 553 of the Bankruptcy Code.
207. **"Securities Act"** means the Securities Act of 1933, as amended.
208. **"Senior Notes"** means those certain 8.25% Senior Notes due 2018 issued in the aggregate principal amount of \$250,000,000 pursuant to the Senior Notes Indenture.
209. **"Senior Notes Charging Lien"** means the lien of the Senior Notes Trustee, arising under the Senior Notes Indenture, upon any distributions relating to or on account of Senior Notes, securing the payment of, including, without limitation, the fees and expenses of the Senior Notes Trustee, including fees and expenses of counsel and other professionals engaged by, on behalf of or for the benefit of the Senior Notes Trustee, whether incurred prepetition, postpetition or before or after the Effective Date, in each case, solely as provided for in the Senior Notes Indenture.
210. **"Senior Notes Claims"** means, collectively, the Senior Notes Parent Claims and the Senior Notes Guarantee Claims.
211. **"Senior Notes Class Cash Consideration"** means Cash in the amount equal to the lesser of (i) ten percent (10%) of the principal amount of the Senior Notes underlying the Allowed Senior Notes Claims held by holders that are entitled to receive Senior Notes Class Cash Consideration pursuant to section 3.2(c) of the Plan and (ii) \$5 million.
212. **"Senior Notes Guarantee Claim"** means a Claim asserted against a Subsidiary Debtor by a holder of, and on account of, a Senior Note.
213. **"Senior Notes Indenture"** means that certain Indenture dated as of May 5, 2010 by and among Patriot Coal and the Senior Notes Trustee, and substantially all of the Subsidiary Debtors as guarantors (as amended and/or supplemented from time to time, including, without limitation, by that certain First Supplemental Indenture dated as of May 5, 2010 and that certain Second Supplemental Indenture dated as of May 5, 2010).
214. **"Senior Notes Parent Claim"** means a Claim asserted against Patriot Coal by a holder of, and on account of, a Senior Note.

215. “**Senior Notes Rights**” means Rights to purchase up to 55.38% of the Rights Offering Notes and up to 55.38% of the Rights Offering Warrants for an aggregate combined Subscription Purchase Price of \$138,463,845.
216. “**Senior Notes Stock Allocation**” means New Class A Common Stock that represents 60% of the New Common Stock, subject to any future dilution by shares of New Class A Common Stock issued in respect of the Rights Offering Warrants and management incentive packages.
217. “**Senior Notes Trustee**” means Wilmington Trust Company, in its capacity as indenture trustee under the Senior Notes Indenture.
218. “**Servicer**” means an indenture trustee, owner trustee, pass-through trustee, subordination agent, agent, servicer or any other authorized representative of Creditors recognized by the Debtors or the Reorganized Debtors.
219. “**Solicitation Agent**” means GCG, Inc., the Debtors’ solicitation agent.
220. “**Subscription Form**” means the form sent to each Certified Eligible Holder, in substantially the form attached as Annex B to the Rights Offerings Procedures.
221. “**Subscription Purchase Price**” has the meaning set forth in the Rights Offerings Procedures.
222. “**Subsidiary Debtors**” means, collectively, each of the Debtors except Patriot Coal.
223. “**Sureties**” means all sureties that have issued one or more of the Surety Bonds.
224. “**Surety Bonds**” means each of the surety bonds listed in Exhibit B to the *Debtors’ Motion for an Order Authorizing the Debtors to Continue and Renew Surety Bond Program* [ECF No. 18].
225. “**Transfer**” and words of like import mean, as to any security or the right to receive a security or to participate in any offering of any security (each, a “**security**” for purposes of this definition), the sale, transfer, pledge, hypothecation, encumbrance, assignment, constructive sale, participation in or other disposition of such security or the Beneficial Ownership thereof, the offer to make such a sale, transfer, constructive sale or other disposition, and each option, agreement, arrangement or understanding, whether or not in writing and whether or not directly or indirectly, to effect any of the foregoing. The term “**constructive sale**” for purposes of this definition means a short sale with respect to such security, entering into or acquiring an offsetting derivative contract with respect to such security, entering into or acquiring a futures or forward contract to deliver such security, or entering into any transaction that has substantially the same effect as any of the foregoing.

226. **“Treatment Objection”** means an objection to the Debtors’ proposed assumption or rejection of an executory contract or unexpired lease pursuant to the provisions of the Plan (including an objection to the proposed Assumption Effective Date or Rejection Effective Date, the Proposed Cure and/or any proposed assignment, but not including an objection to any Rejection Claim) that is properly filed with the Bankruptcy Court and served in accordance with the Case Management Order by the applicable Treatment Objection Deadline.
227. **“Treatment Objection Deadline”** means the deadline for filing and serving a Treatment Objection, which deadline shall be 4:00 p.m. (prevailing Central Time) on, (i) for an executory contract or unexpired lease listed on Schedule 9.2(a) or 9.2(b), the 15th calendar day after the relevant schedule is filed and notice thereof is mailed, (ii) for an executory contract or unexpired lease the proposed treatment of which has been altered by an amended or supplemental Schedule 9.2(a) or 9.2(b), the 15th calendar day after such amended or supplemental schedule is filed and notice thereof is mailed, (iii) for an executory contract or unexpired lease for which a Notice of Intent to Assume or Reject is filed, the 15th calendar day after such notice is filed and notice thereof is mailed and (iv) for any other executory contract or unexpired lease, including any to be assumed or rejected by category pursuant to Sections 9.1, 9.3 or 9.4 of the Plan (without being listed on Schedule 9.2(a) or 9.2(b)), the deadline for objections to Confirmation of the Plan established pursuant to the Approval Order or other applicable order of the Bankruptcy Court.
228. **“UMWA”** means the United Mine Workers of America.
229. **“UMWA Settlement”** means the “Settlements” as defined in and approved by the UMWA Settlement Order, including the New CBAs, the MOU and the VFA, the terms of each of which are incorporated herein by reference, as it may be supplemented or modified.
230. **“UMWA Settlement Order”** means the *Order Pursuant to 11 U.S.C. §§ 363(b), 1113, 1114(e) and 105(a) and Fed. R. Bankr. P. 9019(a) Authorizing Entry Into Collective Bargaining Agreements and Memorandum of Understanding with the United Mine Workers of America*, entered by the Bankruptcy Court on August 22, 2013 [ECF No. 4511], as it may be supplemented or modified.
231. **“UMWA Stock Allocation”** means New Class A Common Stock that represents 35% of the New Common Stock, subject to dilution by shares of New Class A Common Stock issued in respect of the Rights Offering Warrants.
232. **“Unimpaired”** means any Claim or Interest that is not Impaired.
233. **“United States of America”** or **“United States”** means the United States of America and its federal agencies.

234. “**United States Trustee**” means the United States Trustee for Region 13.
235. “**Unliquidated**” means, when used in reference to a Claim, any Claim, the amount of liability for which has not been fixed, whether pursuant to agreement, applicable law or otherwise, as of the date on which such Claim is sought to be estimated.
236. “**Unsubscribed Rights**” means any Rights that have not been duly subscribed for and fully paid in accordance with the Rights Offerings Procedures.
237. “**VFA**” means that Agreement to Fund the VEBA between Patriot Coal and the UMWA, dated as of August 26, 2013, in the form approved by the UMWA Settlement Order, as has been or is hereafter modified, amended or supplemented.
238. “**Voting Deadline**” means the date established by the Approval Order by which the Solicitation Agent must actually receive a valid Ballot properly voting on the Plan in order for such vote to count as a vote to accept or reject the Plan. Such deadline is 4:00 p.m. (prevailing Central Time) on December 10, 2013.
239. “**Voting Instructions**” means the instructions for voting on the Plan contained in the Approval Order, Article 7 of the Disclosure Statement and the Ballots, the Master Ballots and the Beneficial Ballots.
240. “**Voting Record Date**” means the record date for voting on the Plan, which shall be October 30, 2013.
241. “**Voting Trust**” means a trust established under Section 5.7 hereof to hold in trust certain shares of the New Class B Common Stock.
242. “**Voting Trust Agreement**” means the agreement governing one or more Voting Trusts substantially in the form included in the Plan Supplement.
243. “**Voting Trust Beneficiaries**” means the beneficiaries of a Voting Trust.
244. “**Voting Trustee**” means a trustee of a Voting Trust.
245. “**Warrants Rights**” means the subscription rights to purchase the Rights Offering Warrants.
246. “**Warrants Rights Offering**” means the rights offering for the Rights Offering Warrants as described in Section 5.6 of the Plan.
247. “**Workers’ Compensation Plan**” means each of the Debtors’ written contracts, agreements, agreements of indemnity and qualified self-insurance for workers’ compensation and/or black lung bonds, policies, programs and plans for workers’ compensation and/or black lung insurance entered into prior to the Petition Date.

## **Section 1.2 Rules of Interpretation**

Unless otherwise specified, all article, section, exhibit, schedule or Plan Supplement references in the Plan are to the respective article in, section in, exhibit to, schedule to or Plan Supplement to the Plan, as the same may be amended, waived or modified from time to time in accordance with the terms hereof or thereof. The words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to the Plan as a whole and not to any particular article, section, subsection or clause contained herein. Whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural and any pronoun stated in the masculine, feminine or neuter gender shall include the masculine, feminine and neuter gender. Captions and headings in the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof. Whenever the words “include,” “includes” or “including” are used in the Plan, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. Any references herein to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that such document will be substantially in such form or substantially on such terms and conditions. If a particular term of the Plan (including any exhibits, schedules or Plan Supplement hereto) conflicts with a particular term of the definitive documentation required to be implemented pursuant to the terms of the Plan or any settlement or other agreement contemplated hereunder, the definitive documentation, settlement or other agreement shall control and shall be binding on the parties thereto.

As to any reference in the Plan to a consent, approval or acceptance by any party, or to an issue, agreement, order or other document (or the terms thereof) that shall be reasonably acceptable to any such party, such consent, approval or acceptance shall not be unreasonably conditioned, delayed or withheld.

## **Section 1.3 Computation of Time**

In computing any period of time prescribed or allowed by the Plan, unless otherwise expressly provided, the provisions of Bankruptcy Rule 9006(a) shall apply. If any payment, distribution, act or deadline under the Plan is required to be made or performed or occurs on a day that is not a Business Day, then the making of such payment or distribution, the performance of such act or the occurrence of such deadline shall be deemed to be on the next succeeding Business Day, but shall be deemed to have been completed or to have occurred as of the required date.

## **Section 1.4 References to Monetary Figures**

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

### **Section 1.5 Exhibits; Schedules; Plan Supplement**

All exhibits and schedules to the Plan, including the Plan Supplement, are incorporated into and are a part of the Plan as if set forth in full herein. Copies of such exhibits, schedules and Plan Supplement can be obtained by downloading such documents from the Debtors' Case Information Website or the Bankruptcy Court's Website.

## **ARTICLE 2 TREATMENT OF DIP FACILITY CLAIMS, ADMINISTRATIVE CLAIMS AND PRIORITY TAX CLAIMS**

### **Section 2.1 Treatment of DIP Facility Claims**

Pursuant to the DIP Order, all DIP Facility Claims constitute Allowed Claims. Except to the extent that a holder of a DIP Facility Claim agrees in its sole discretion to less favorable treatment, on or before the Effective Date, each DIP Agent, for the benefit of the applicable DIP Lenders, L/C Issuers and itself, shall be paid in Cash 100% of the then-outstanding amount, if any, of the DIP Facility Claims relating to the applicable DIP Facility (or, in the case of any Outstanding L/C, Paid in Full), other than Contingent DIP Obligations. Contemporaneously with all amounts owing in respect of principal included in the DIP Facility Claims (other than Contingent DIP Obligations), interest accrued thereon to the date of payment and fees, expenses and non-contingent indemnification obligations as required by the DIP Facilities and arising prior to the Effective Date being paid in full in Cash (or, in the case of any Outstanding L/C, Paid in Full), (i) the commitments under the DIP Facilities shall automatically terminate, (ii) except with respect to Contingent DIP Obligations (which shall survive the Effective Date and shall continue to be governed by the DIP Facilities as provided below), the DIP Facilities and the "Loan Documents" referred to therein shall be deemed canceled, (iii) all Liens on property of the Debtors and the Reorganized Debtors arising out of or related to the DIP Facilities shall automatically terminate, and all Collateral subject to such Liens shall be automatically released, in each case without further action by the DIP Agents or DIP Lenders and (iv) all guarantees of the Debtors and Reorganized Debtors arising out of or related to the DIP Facility Claims shall be automatically discharged and released, in each case without further action by the DIP Agents or DIP Lenders.

Notwithstanding anything to the contrary in the Plan or the Confirmation Order, (a) the Contingent DIP Obligations shall survive the Effective Date on an unsecured basis and shall not be discharged or released pursuant to the Plan or the Confirmation Order and (b) the DIP Facilities and the Loan Documents referred to therein shall continue in full force and effect with respect to any obligations thereunder governing (i) the Contingent DIP Obligations and (ii) the relationships among the DIP Agents, the L/C Issuers and the DIP Lenders, as applicable, including but not limited to those provisions relating to the rights of the DIP Agents and the L/C Issuers to expense reimbursement, indemnification and other similar amounts (either from the Debtors or the DIP Lenders) and any provisions that may survive termination or maturity of the DIP Facilities in accordance with the terms thereof.

After the Effective Date, the Reorganized Debtors shall continue to reimburse the DIP Agents for the reasonable fees and expenses (including reasonable and documented legal fees and expenses) incurred by the DIP Agents in accordance with the DIP Documents and the DIP Order.

The DIP Agents and the DIP Lenders shall take all actions to effectuate and confirm such termination, release and discharge as reasonably requested by the Debtors or the Reorganized Debtors.

## **Section 2.2 Treatment of Administrative Claims**

### **(a) Other Administrative Claims**

Except to the extent that the applicable Creditor agrees to less favorable treatment with the Reorganized Debtors, each holder of an Allowed Other Administrative Claim against any of the Debtors shall be paid the full unpaid amount of such Allowed Other Administrative Claim in Cash (i) on or as soon as reasonably practicable after the Effective Date (for Claims Allowed as of the Effective Date), (ii) on or as soon as practicable after the date such Claims are Allowed (or upon such other terms as may be agreed upon by such holder and the applicable Reorganized Debtor) or (iii) as otherwise ordered by the Bankruptcy Court.

Allowed Other Administrative Claims regarding assumed agreements, liabilities incurred by the Debtors in the ordinary course of business during the Chapter 11 Cases and non-ordinary course liabilities approved by the Bankruptcy Court shall be paid in full and performed by the Reorganized Debtors in the ordinary course of business (or as otherwise approved by the Bankruptcy Court) in accordance with the terms and subject to the conditions of any agreements governing, instruments evidencing or other documents relating to such transactions.

### **(b) Professional Fee Claims**

Each holder of a Professional Fee Claim shall be paid in full in Cash pursuant to Section 7.1 hereof.

## **Section 2.3 Treatment of Priority Tax Claims**

Except to the extent that the applicable Creditor has been paid by the Debtors before the Effective Date, or the applicable Reorganized Debtor and such Creditor agree to less favorable treatment, each holder of an Allowed Priority Tax Claim against any of the Debtors shall receive, at the sole option of the Reorganized Debtors, (a) payment in full in Cash made on or as soon as reasonably practicable after the later of the Effective Date and the first Distribution Date occurring at least 20 calendar days after the date such Claim is Allowed, (b) regular installment payments in accordance with section 1129(a)(9)(C) of the Bankruptcy Code or (c) such other amounts and in such other manner as may be determined by the Bankruptcy Court to provide the

holder of such Allowed Priority Tax Claim deferred Cash payments having a value, as of the Effective Date, equal to such Allowed Priority Tax Claim.

The Reorganized Debtors shall have the right, in their sole discretion, to pay any Allowed Priority Tax Claim or any remaining balance of an Allowed Priority Tax Claim (together with accrued but unpaid interest) in full at any time on or after the Effective Date without premium or penalty.

Notwithstanding anything to the contrary herein, if the Reorganized Debtors fail to make a regular installment payment when due to a holder of a Priority Tax Claim pursuant to this Section 2.3, if applicable, and if the failure to make such payment is not cured within 35 days from the date a holder of a Priority Tax Claim sends notice of the default to the Reorganized Debtors, such holder may exercise all rights and remedies available under nonbankruptcy law to collect such payment without further notice to or action by the Bankruptcy Court.

#### **Section 2.4 Backstop Fees; Breakup Fee; Backstop Expense Reimbursement**

The Backstop Fees, the Breakup Fee, if any, and the Backstop Expense Reimbursement shall be Allowed Administrative Claims, without reduction or offset, in the full amount due and owing under the Backstop Rights Purchase Agreement. On the Effective Date, if not previously satisfied in full in accordance with the terms of the Backstop Rights Purchase Agreement, any outstanding Backstop Expense Reimbursement shall be paid in Cash and any outstanding Backstop Fee shall be paid in the form of additional Rights Offering Notes and additional Rights Offering Warrants in accordance with the Backstop Rights Purchase Agreement.

### **ARTICLE 3**

#### **CLASSIFICATION AND TREATMENT OF OTHER CLAIMS AND INTERESTS**

Pursuant to sections 1122 and 1123 of the Bankruptcy Code, Claims and Interests are classified for all purposes, including, without express or implied limitation, voting, confirmation and distribution pursuant to the Plan, as set forth herein. A Claim or Interest shall be deemed classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class, and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or Interest is in a particular Class only to the extent that such Claim or Interest is Allowed in that Class and has not been paid or otherwise satisfied prior to the Effective Date. Any Claim or Interest that has been paid or satisfied, or any Claim or Interest that has been amended or superseded, may be adjusted or expunged on the official claims register without a claims objection having to be filed and without any further notice to or action, order or approval of the Bankruptcy Court. Except as otherwise specifically provided for in the Plan, the Confirmation Order or other order of the Bankruptcy Court (including, without limitation, the DIP Order), or required by applicable non-bankruptcy law, in no event shall (i) any holder of an Allowed Claim be entitled to receive payments that in the aggregate exceed the Allowed amount of such holder's Claim or (ii) any holder of an Allowed Senior Notes Parent Claim and any Allowed Senior Notes

Guarantee Claim be entitled to receive distributions that, in the aggregate, exceed the Allowed amount of such holder's Allowed Senior Notes Parent Claim.

**Section 3.1 Classes and Treatment of Claims Against and Interests in the Debtors (Debtors 1-101)**

The Plan constitutes a separate chapter 11 plan of reorganization for each Debtor. For brevity and convenience, the classification and treatment of Claims and Interests has been arranged into one chart.

The following table designates the classes of Claims against and Interests in the Debtors and specifies which of those classes are (i) impaired or unimpaired by the Plan and (ii) entitled to vote to accept or reject the Plan in accordance with section 1126 of the Bankruptcy Code or deemed to accept or reject the Plan.

<b>Class</b>	<b>Designation</b>	<b>Plan Treatment of Allowed Claims</b>	<b>Status</b>	<b>Voting Rights</b>
1A-101A	Other Priority Claims	Payment in full in Cash; or other treatment that will render the Claim Unimpaired.	Unimpaired	Deemed to Accept
1B-101B	Other Secured Claims	Payment in full in Cash; Reinstatement of the legal, equitable and contractual rights of the holder of such Claim; payment of the proceeds of the sale or disposition of the Collateral securing such Claim, in each case, to the extent of the value of the holder's secured interest in such Collateral; return of Collateral securing such Claim; or other treatment that will render the Claim Unimpaired.	Unimpaired	Deemed to Accept

<b>Class</b>	<b>Designation</b>	<b>Plan Treatment of Allowed Claims</b>	<b>Status</b>	<b>Voting Rights</b>
1C; 2C- 100C	Senior Notes Parent Claims; Senior Notes Guarantee Claims	Subject to Section 3.2(c) hereof, each holder of an Allowed Senior Notes Parent Claim <sup>4</sup> shall be entitled to (i) if such holder is a Certified Eligible Holder, (1) its Pro Rata Share of the Senior Notes Rights as determined pursuant to the Rights Offerings Procedures and (2) its Ratable Share of the Senior Notes Stock Allocation or (ii) if such holder is not a Certified Eligible Holder, its Ratable Share of the Senior Notes Class Cash Consideration.	Impaired	Entitled to Vote
1D	Convertible Notes Claims	Subject to Section 3.2(d) hereof, each holder of an Allowed Convertible Notes Claim shall be entitled to (i) if such holder is a Certified Eligible Holder, (1) its Pro Rata Share of the GUC Rights as determined pursuant to the Rights Offerings Procedures and (2) its Ratable Share of the GUC Stock Allocation or (ii) if such holder is a not a Certified Eligible Holder, its Ratable Share of the Convenience Class Consideration.	Impaired	Entitled to Vote

---

<sup>4</sup> The amount of the distribution on account of Senior Notes Parent Claims has been determined by giving effect to the guarantees by the Subsidiary Debtors of the Senior Notes.

<b>Class</b>	<b>Designation</b>	<b>Plan Treatment of Allowed Claims</b>	<b>Status</b>	<b>Voting Rights</b>
1E; 2D- 101D	General Unsecured Claims	Subject to Section 3.2(e) hereof, each holder of an Allowed General Unsecured Claim shall be entitled to (i) if such holder is a Certified Eligible Holder, (1) its Pro Rata Share of the GUC Rights as determined pursuant to the Rights Offerings Procedures and (2) its Ratable Share of the GUC Stock Allocation or (ii) if such holder is not a Certified Eligible Holder, its Ratable Share of the Convenience Class Consideration.	Impaired	Entitled to Vote
1F; 2E- 101E	Convenience Class Claims	Subject to Section 3.2(f) hereof, each holder of a Convenience Class Claim shall be entitled to its Ratable Share of the Convenience Class Consideration.	Impaired	Entitled to Vote
1G; 2F- 101F	Section 510(b) Claims	No distribution.	Impaired	Deemed to Reject
1H	Interests in Patriot Coal	No distribution.	Impaired	Deemed to Reject
2G- 101G	Interests in Subsidiary Debtors	Reinstatement of Interests	Unimpaired	Deemed to Accept

### **Section 3.2 Treatment of Claims Against and Interests in the Debtors**

#### **(a) Other Priority Claims (Class 1-101A)**

Except to the extent that the applicable Creditor agrees to less favorable treatment (or as provided in Section 6.2 hereof) with the applicable Reorganized Debtor, each holder of an Allowed Other Priority Claim against any of the Debtors shall receive, in full satisfaction, settlement, release and discharge of and in exchange for such Claim, Cash in an amount equal to the Allowed amount of such Claim, or treatment in any other manner so that such Claim shall otherwise be rendered Unimpaired, on or as soon as reasonably practicable after the latest of (i) the Effective Date, (ii) 20 calendar days after the date such Claim becomes Allowed and (iii) the date for payment provided by any applicable agreement between the Reorganized Debtors and the holder of such Claim.

**(b) Other Secured Claims (Class 1-101B)**

Each holder of an Allowed Other Secured Claim against any of the Debtors shall receive, at the sole option of the applicable Reorganized Debtor, and in full satisfaction, settlement, release and discharge of and in exchange for such Allowed Other Secured Claim, one of the following treatments: (i) payment in Cash in the amount of such Allowed Other Secured Claim, (ii) Reinstatement of the legal, equitable and contractual rights of the holder relating to such Allowed Other Secured Claim, (iii) a distribution of the proceeds of the sale or disposition of the Collateral securing such Allowed Other Secured Claim to the extent of the value of the holder's secured interest in such Collateral, (iv) a distribution of the Collateral securing such Allowed Other Secured Claim without representation or warranty by or recourse against the Debtors or Reorganized Debtors or (v) such other distribution as necessary to satisfy the requirements of section 1124 of the Bankruptcy Code. If an Other Secured Claim is satisfied under clause (i), (iii), (iv) or (v), the Liens securing such Other Secured Claim shall be deemed released without further action by any party. Each holder of an Allowed Other Secured Claim shall take all actions to effectuate and confirm such termination, release and discharge as reasonably requested by the Debtors or the Reorganized Debtors.

Any distributions made pursuant to this Section 3.2 shall be made on or as soon as reasonably practicable after the latest of (i) the Effective Date, (ii) 20 calendar days after the date such Claim becomes Allowed and (iii) the date for payment provided by any agreement between the applicable Debtor and the holder of such Claim.

For convenience of identification, the Plan classifies the Allowed Claims in Classes 1B through 101B (Other Secured Claims) as a single Class as to each Debtor. However, these Classes are actually a group of subclasses, depending on the Collateral securing each such Allowed Claim.

**(c) Senior Notes Parent Claims and Senior Notes Guarantee Claims (Class 1C; 2-100C)**

Each holder of an Allowed Senior Notes Parent Claim<sup>5</sup> shall be entitled to (i) if such holder is a Certified Eligible Holder, (1) its Pro Rata Share of the Senior Notes Rights as determined pursuant to the Rights Offerings Procedures and (2) its Ratable Share of the Senior Notes Stock Allocation; *provided* that a holder may elect to cause its Ratable Share of the Senior Notes Stock Allocation to be issued directly to a Voting Trust in the form of New Class B Common Stock, or (ii) if such holder is not a Certified Eligible Holder, its Ratable Share of the Senior Notes Class Cash Consideration. Notwithstanding the foregoing, if the Debtors determine in their sole discretion that if New Common Stock were distributed to all of the holders of Claims as contemplated by the Plan, Reorganized Patriot Coal would potentially be required to be a reporting company under the Exchange Act or would potentially be required to be registered

---

<sup>5</sup> The amount of the distribution on account of Senior Notes Parent Claims has been determined by giving effect to the guarantees by the Subsidiary Debtors of the Senior Notes.

on any public exchange (assuming, for these purposes, that all of the Rights Offering Warrants were exercised, and including the Debtors' estimate of shares of New Common Stock to be issued in respect of management incentive packages and other issuances), then, with respect to any holder that would otherwise have received less than a threshold number of shares of New Common Stock on account of its claim and in respect of its Rights, as determined by the Debtors in consultation with the Creditors' Committee, such holder(s) shall instead receive its Ratable Share of the Senior Notes Class Cash Consideration, and the Debtors shall decline to permit the subscription for Rights by such holder.

**(d) Convertible Notes Claims (Class 1D)**

Each holder of an Allowed Convertible Notes Claim shall be entitled to (i) if such holder is a Certified Eligible Holder, (1) its Pro Rata Share of the GUC Rights as determined pursuant to the Rights Offerings Procedures and (2) its Ratable Share of the GUC Stock Allocation or (ii) if such holder is not a Certified Eligible Holder, its Ratable Share of the Convenience Class Consideration. Notwithstanding the foregoing, if the Debtors determine in their sole discretion that if New Common Stock were distributed to all of the holders of Claims as contemplated by the Plan, Reorganized Patriot Coal would potentially be required to be a reporting company under the Exchange Act or would potentially be required to be registered on any public exchange (assuming, for these purposes, that all of the Rights Offering Warrants were exercised, and including the Debtors' estimate of shares of New Common Stock to be issued in respect of management incentive packages and other issuances), then, with respect to any holder that would otherwise have received less than a threshold number of shares of New Common Stock on account of its claim and in respect of its Rights, as determined by the Debtors in consultation with the Creditors' Committee, such holder(s) shall instead receive its Ratable Share of the Convenience Class Consideration, and the Debtors shall decline to permit the subscription for Rights by such holder.

**(e) General Unsecured Claims (Class 1E; 2D-101D)**

(i) Except to the extent that the applicable Creditor agrees to less favorable treatment (or as provided in Section 6.2 hereof), in full satisfaction, release and discharge of and in exchange for each Allowed General Unsecured Claim, each holder of a General Unsecured Claim that is Allowed as of the Effective Date shall receive, on or as soon as reasonably practicable after the Effective Date, (i) if such holder is a Certified Eligible Holder, (1) its Pro Rata Share of the GUC Rights as determined pursuant to the Rights Offerings Procedures and (2) its Ratable Share of the GUC Stock Allocation or (ii) if such holder is not a Certified Eligible Holder, its Ratable Share of the Convenience Class Consideration. Notwithstanding the foregoing, if the Debtors determine in their sole discretion that if New Common Stock were distributed to all of the holders of Claims as contemplated by the Plan, Reorganized Patriot Coal would potentially be required to be a reporting company under the Exchange Act or would potentially be required to be registered on any public exchange (assuming, for these purposes, that all of the Rights Offering Warrants were exercised, and including the Debtors' estimate of shares of New Common Stock to be issued in respect of management incentive packages and other issuances), then, with respect to any holder that would otherwise have received less than a

threshold number of shares of New Common Stock on account of its claim and in respect of its Rights, as determined by the Debtors in consultation with the Creditors' Committee, such holder(s) shall instead receive its Ratable Share of the Convenience Class Consideration, and the Debtors shall decline to permit the subscription for Rights by such holder.

(ii) Except to the extent that the applicable Creditor agrees to less favorable treatment (or as provided in Section 6.2 hereof), each holder of a General Unsecured Claim that is Disputed as of the Effective Date and becomes an Allowed General Unsecured Claim after the Effective Date, shall receive, on or as soon as reasonably practicable after the Distribution Date that is at least 20 calendar days after such General Unsecured Claim becomes an Allowed General Unsecured Claim, its Ratable Share of the Convenience Class Consideration.

(iii) Except to the extent that the applicable Creditor agrees to less favorable treatment (or as provided in Section 6.2 hereof), on any Interim Distribution Date upon which an Adjustment Distribution of Cash is to be distributed, the Disbursing Agent shall effect a distribution, so that each holder of an Allowed Claim that has received Convenience Class Consideration under the Plan shall have received, after giving effect to all prior distributions made to such Allowed Claim under the Plan, its Ratable Share of the Convenience Class Consideration allocable to such Claim on or as soon as reasonably practicable after the Interim Distribution Date.

(iv) If any Cash remains in the Disputed Claims Reserve after all Disputed General Unsecured Claims have become either Allowed Claims or Disallowed Claims, and all distributions to holders of General Unsecured Claims required pursuant to Section 8.4(c) of the Plan have been made, the Disbursing Agent shall effect a final distribution, so that each Holder of an Allowed Claim that has received Convenience Class Consideration under the Plan shall have received, after giving effect to all prior distributions made to such Allowed Claim under the Plan, its Ratable Share of the Convenience Class Consideration allocable to such Claim on or as soon as reasonably practicable after the Final Distribution Date.

**(f) Convenience Class Claims (Class 1F; 2E-101E)**

(i) Except to the extent that the applicable Creditor agrees to less favorable treatment, each holder of an Allowed Convenience Class Claim shall receive, on or as soon as reasonably practicable after the later of (A) the Initial Distribution Date (for Claims Allowed as of the Effective Date) and (B) the Distribution Date that is at least 20 calendar days after such Convenience Class Claim becomes an Allowed Convenience Class Claim, in full satisfaction, release and discharge of and in exchange for such Claim, its Ratable Share of the Convenience Class Consideration.

(ii) Except to the extent that the applicable Creditor agrees to less favorable treatment (or as provided in Section 6.2 hereof), on any Interim Distribution Date upon which an Adjustment Distribution of Cash is to be distributed, the Disbursing Agent shall effect a distribution, so that each holder of an Allowed Claim that has received Convenience Class Consideration under the Plan shall have received, after giving effect to all prior distributions

made to such Allowed Claim under the Plan, its Ratable Share of the Convenience Class Consideration allocable to such Claim on or as soon as reasonably practicable after such Interim Distribution Date.

(iii) If any Cash remains in the Disputed Claims Reserve after all Disputed Convenience Class Claims (and all Disputed General Unsecured Claims that will or are expected to receive (as reasonably determined by the Disbursing Agent) Convenience Class Consideration in accordance with Article III of the Plan, if any) have become either Allowed Claims or Disallowed Claims and all distributions required pursuant to Section 8.4(c) of the Plan have been made, the Disbursing Agent shall effect a final distribution, so that each holder of an Allowed Claim that has received Convenience Class Consideration under the Plan shall have received, after giving effect to all prior distributions made to such Allowed Claims under the Plan, its Ratable Share of the Convenience Class Consideration allocable to such Claim on or as soon as reasonably practicable after the Final Distribution Date.

**(g) Section 510(b) Claims (Class 1G; 2F-101F)**

The holders of Section 510(b) Claims shall neither receive any distributions nor retain any property on account thereof pursuant to the Plan. All Section 510(b) Claims shall be cancelled and extinguished.

**(h) Interests in Patriot Coal (Class 1H)**

The holders of Interests in Patriot Coal shall neither receive any distributions nor retain any property on account thereof pursuant to the Plan. All Interests in Patriot Coal shall be cancelled and extinguished.

**(i) Interests in Subsidiary Debtors (Classes 2G through 101G)**

The Interests in the Subsidiary Debtors shall be, in Reorganized Patriot Coal's sole discretion in consultation with the Backstop Parties, Reinstated or canceled on the Effective Date or as soon thereafter as reasonably practicable.

**Section 3.3 Treatment of Intercompany Claims**

In accordance with and giving effect to the provisions of section 1124(1) of the Bankruptcy Code, Intercompany Claims are Unimpaired by the Plan. However, the Debtors retain the right to, in consultation with the Backstop Parties, eliminate or adjust any Intercompany Claims as of the Effective Date by offset, cancellation, contribution or otherwise. In no event shall Intercompany Claims be allowed as General Unsecured Claims or Convenience Class Claims or entitled to any distribution of Cash, New Common Stock or Rights under the Plan.

**ARTICLE 4**  
**ACCEPTANCE OR REJECTION OF THE PLAN**

**Section 4.1 Voting of Claims**

Each holder of a Claim in an Impaired Class as of the Voting Record Date that is entitled to vote on the Plan pursuant to Article 3 of the Plan shall be entitled to vote to accept or reject the Plan as provided in the Approval Order or any other order of the Bankruptcy Court.

**Section 4.2 Presumed Acceptance of Plan**

Other Priority Claims (Classes 1A through 101A), Other Secured Claims (Classes 1B through 101B) and Interests in Subsidiary Debtors (Classes 2G through 101G) are Unimpaired by the Plan. Pursuant to section 1126(f) of the Bankruptcy Code, the holders of Claims in such Classes are conclusively presumed to have accepted the Plan and the votes of such holders will not be solicited.

**Section 4.3 Presumed Rejection of Plan**

Section 510(b) Claims (Classes 1G and 2F through 101F) and Interests in Patriot Coal (Class 1F) shall not receive any distribution under the Plan on account of such Claims or Interests. Pursuant to section 1126(g) of the Bankruptcy Code, the holders of Claims and Interests in such Classes are conclusively presumed to have rejected the Plan and the votes of such holders will not be solicited.

**Section 4.4 Acceptance by Impaired Classes**

Pursuant to section 1126(c) of the Bankruptcy Code, and except as otherwise provided in section 1126(e) of the Bankruptcy Code, an Impaired Class of Claims shall have accepted the Plan if the holders of at least two-thirds in dollar amount and more than one-half in number of the Claims of such Class entitled to vote that actually vote on the Plan have voted to accept the Plan. Senior Notes Claims (Classes 1C and 2C through 100C), Convertible Notes Claims (Class 1D), General Unsecured Claims (Classes 1E and 2D through 101D) and Convenience Class Claims (Classes 1F and 2E through 101E) are Impaired, and the votes of holders of Claims in such Classes will be solicited. If holders of Claims in a particular Impaired Class of Claims were given the opportunity to vote to accept or reject the Plan, but no holders of Claims in such Impaired Class of Claims voted to accept or reject the Plan, then such Class of Claims shall be deemed to have accepted the Plan.

**Section 4.5 Elimination of Vacant Classes**

Any Class of Claims or Interests that does not have a holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court solely for voting purposes as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan solely for purposes of (i) voting to accept or reject the Plan and (ii) determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

**Section 4.6 Consensual Confirmation**

Notwithstanding the combination of the separate plans of reorganization of all Debtors in this joint plan of reorganization for purposes of, among other things, economy and efficiency, the Plan shall be deemed a separate chapter 11 plan for each such Debtor.

**Section 4.7 Confirmation Pursuant to Sections 1129(a) and 1129(b) of the Bankruptcy Code**

The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class or Classes of Claims. Subject to Article 13 of the Plan, the Debtors reserve the right to amend the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

**Section 4.8 Severability; Reservation of Rights**

Subject to Article 13 of the Plan, the Debtors reserve the right, after consultation with the Creditors' Committee, to modify or withdraw the Plan, in its entirety or in part, for any reason, including, without limitation, if the Plan as it applies to any particular Debtor is not confirmed. In addition, and also subject to Article 13 of the Plan, should the Plan fail to be accepted by the requisite number and amount of Claims and Interests voting, as required to satisfy section 1129 of the Bankruptcy Code, and notwithstanding any other provision of the Plan to the contrary, the Debtors reserve the right to reclassify Claims or Interests or otherwise amend, modify or withdraw the Plan in its entirety, in part or as to a particular Debtor. Without limiting the foregoing, if the Debtors withdraw the Plan as to any particular Debtor because the Plan as to such Debtor fails to be accepted by the requisite number and amount of Claims voting or due to the Bankruptcy Court, for any reason, denying Plan confirmation as to such Debtor, then at the option of such Debtor, after consultation with the Creditors' Committee, (a) the Chapter 11 Case for such Debtor may be dismissed or (b) such Debtor's assets may be sold to another Debtor, such sale to be effective at or before the Effective Date of the Plan for such other Debtor, and the sale price shall be paid to the seller in Cash and shall be in an amount equal to the fair value of such assets as proposed by the Debtors and approved by the Bankruptcy Court.

**ARTICLE 5  
IMPLEMENTATION OF THE PLAN**

**Section 5.1 Continued Corporate Existence**

Except as otherwise provided in the Plan and subject to the Restructuring Transactions, each Debtor shall, as a Reorganized Debtor, continue to exist after the Effective Date as a separate legal entity, each with all the powers of a corporation under the laws of its respective jurisdiction of organization and without prejudice to any right to alter or terminate such existence (whether by merger or otherwise) under applicable state law.

## **Section 5.2 Section 1145 Exemption**

To the maximum extent provided by section 1145 of the Bankruptcy Code and applicable non-bankruptcy law, the offering, issuance and distribution of the New Common Stock shall be exempt from, among other things, the registration and prospectus delivery requirements of Section 5 of the Securities Act and any other applicable state and federal law requiring registration and/or delivery of a prospectus prior to the offering, issuance, distribution or sale of securities, subject to the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act. The offering, issuance and distribution of the Rights Offering Notes and the Rights Offering Warrants will be made pursuant to the exemption set forth in Section 4(2) of the Securities Act or another exemption thereunder. In addition, any securities contemplated by the Plan and any and all agreements incorporated therein, including the New Common Stock, the Rights Offering Notes and the Rights Offering Warrants (collectively, the “**New Securities**”), shall be subject to (i) compliance with any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments; (ii) the restrictions, if any, on the transferability of such securities and instruments, including those set forth in the New Certificate of Incorporation and the New Stockholders’ Agreement; and (iii) applicable regulatory approval, if any. The New Securities will be offered, distributed and sold pursuant to the Plan.

## **Section 5.3 Authorization of New Common Stock**

On the Effective Date, the New Certificate of Incorporation shall have provided for sufficient shares of authorized New Common Stock to effectuate the issuances of New Common Stock contemplated by the Plan, and Reorganized Patriot Coal shall issue or reserve for issuance a sufficient number of shares of New Common Stock to effectuate such issuances. The shares of New Common Stock issued in connection with the Plan, including in connection with the consummation of the Rights Offerings, the Backstop Rights Purchase Agreement, or upon exercise of the Rights Offering Warrants, shall be authorized without the need for further corporate action or without any further action by any Person, and once issued, shall be duly authorized, validly issued, fully paid and non-assessable.

Any share of New Common Stock issued to a Creditor of any Subsidiary Debtor shall be treated as (a) a contribution of cash by Reorganized Patriot Coal to the applicable Debtor in the amount equal to the fair market value of such New Common Stock, followed by (b) the issuance of New Common Stock by Reorganized Patriot Coal to the applicable Debtor in return for such cash, followed by (c) the transfer of the New Common Stock by the applicable Debtor to the applicable Creditor.

The New Certificate of Incorporation and the New Stockholders’ Agreement will contain restrictions on holders’ ability to transfer New Class A Common Stock and other New Securities designed to ensure that the number of holders of such securities does not exceed the threshold at which Reorganized Patriot Coal would be required to become a reporting company under the Exchange Act. Among other things, the New Certificate of Incorporation will require notice to Reorganized Patriot Coal of any proposed transfer of New Class A Common Stock or other New

Securities and will restrict such transfer if Reorganized Patriot Coal determines that the transfer would, if effected, result in Reorganized Patriot Coal potentially having 2,000 or more holders of record of New Common Stock or 500 or more non-accredited holders of record of New Common Stock (in each case as determined under the Exchange Act).

#### **Section 5.4 Cancellation of Existing Securities and Related Agreements and the Indentures**

On the Effective Date, all rights of any holder of Claims against, or Interests in, the Debtors, including options or warrants to purchase Interests, obligating the Debtors to issue, transfer or sell Interests or any other capital stock of the Debtors shall be cancelled.

Each Indenture shall terminate as of the Effective Date except as necessary to administer the rights, Claims and interests of the applicable Indenture Trustee, and except that such Indenture shall continue in effect to the extent necessary to allow such Indenture Trustee to receive distributions under the Plan and to redistribute them under such Indenture. Each Indenture Trustee shall be relieved of all further duties and responsibilities related to the applicable Indenture, except with respect to the distributions required to be made to such Indenture Trustee under the Plan or with respect to such other rights of such Indenture Trustee that, pursuant to such Indenture, survive the termination of such Indenture. Termination of the Indentures shall not impair the rights of each Indenture Trustee to enforce its Charging Lien against property that would otherwise be distributed to holders of the Existing Notes. Subsequent to the performance by each Indenture Trustee of its obligations pursuant to the Plan, such Indenture Trustee and its agents shall be relieved of all further duties and responsibilities related to the applicable Indenture.

#### **Section 5.5 Settlements**

##### **(a) UMWA Settlement**

The Plan implements and incorporates by reference the UMWA Settlement, including, without limitation, the discharge, exculpation and release provisions contained therein, which provisions are integral to and not severable from the Plan. Upon the Effective Date, pursuant to the VFA, the Patriot Retirees VEBA shall receive the UMWA Stock Allocation and such other consideration that is contemplated by the VFA to be provided to the Patriot Retirees VEBA on the Effective Date.

##### **(b) Non-Union Retiree Settlement**

The Plan implements and incorporates by reference the Non-Union Retiree Settlement Order, including, without limitation, the discharge, exculpation and release provisions contained therein and approved by the UMWA Settlement Order, which provisions are integral to and not severable from the Plan. Upon the Effective Date, pursuant to the Non-Union Retiree Settlement Order, the Non-Union Retiree VEBA shall receive \$3.75 million in Cash.

**(c) Arch Settlement**

The Arch Settlement shall become effective on the Effective Date. The Plan implements and incorporates by reference the Arch Settlement, including, without limitation, the discharge, exculpation and release provisions contained therein and approved by the Arch Settlement Order, which provisions are integral to and not severable from the Plan. Notwithstanding anything to the contrary herein, nothing in the Plan or Confirmation Order shall limit or impair any relief granted to, or rights of, Arch pursuant to the Arch Settlement or the Arch Settlement Order.

**(d) Peabody Settlement**

The Peabody Settlement shall become effective in accordance with its terms. The Plan implements and incorporates by reference the Peabody Settlement, including, without limitation, the discharge, exculpation and release provisions contained therein and approved by the Peabody Settlement Order, which provisions are integral to and not severable from the Plan. Notwithstanding anything to the contrary herein, nothing in the Plan or Confirmation Order shall limit or impair any relief granted to, or rights of, Peabody pursuant to the Peabody Settlement or the Peabody Settlement Order.

**Section 5.6 Financing and Restructuring Transactions**

**(a) Rights Offerings**

The Debtors will implement the Rights Offerings in accordance with the Backstop Rights Purchase Agreement and the Rights Offerings Procedures. The Rights Offerings shall be open to Certified Eligible Holders as of the Eligibility Certificate Deadline (November 27, 2013 at 5:00 p.m. (prevailing Central Time)). The Rights Offerings shall consist of a distribution of the Rights in respect of the Rights Offering Notes and the Rights Offering Warrants in accordance with the Rights Offerings Procedures. The Rights Offerings will be conducted in accordance with the Rights Offerings Procedures.

If, after following the procedures for allocation of Unsubscribed Rights set forth in the Rights Offerings Procedures, there remain any Unsubscribed Rights, the Backstop Parties have agreed to purchase, with respect to Knighthead, on a joint and several basis, and, with respect to the other Backstop Parties, on a several but not joint basis, the number of Rights Offering Notes and Right Offering Warrants equal to its Backstop Commitment Percentage multiplied by the number of remaining Rights Offering Notes and Rights Offering Warrants in accordance with the terms and conditions of the Backstop Rights Purchase Agreement up to an aggregate principal amount of \$250,025,000; *provided, however*, that the Backstop Parties may direct the Reorganized Debtors to issue a portion of the Rights Offering Notes and the Rights Offering Warrants that are not purchased to one or more third parties who are Eligible Holders (or would be Eligible Holders if such third parties were holders of an Allowed Senior Notes Claim, Allowed Convertible Notes Claim or Allowed General Unsecured Claim) approved by the Backstop Parties. Any Rights Offering Notes to be issued to a Backstop Party shall be issued to such Backstop Party's respective funds designated by them; *provided, further*, that each such

fund certifies that it is an Eligible Holder (or would be an Eligible Holder if such fund were a holder of an Allowed Claim). Any Rights Offering Warrants to be issued to a Backstop Party shall be issued to one or more Eligible Affiliates of such Backstop Party.

Notwithstanding anything to the contrary in the Plan, in the event the amount of holders of Claims that subscribe to the Rights is such that, if the Rights Offering Warrants were exercised, Reorganized Patriot Coal would potentially be required to be a reporting company under the Exchange Act or would potentially be required to be registered on any public exchange, the Debtors shall decline to permit the subscription for Rights by holders of Claims subscribing for the lowest amount of Rights to the extent necessary to avoid Reorganized Patriot Coal being potentially required to be a reporting company under the Exchange Act or being potentially required to be registered on any public exchange (assuming, for these purposes, the exercise of the Rights Offering Warrants, and including the Debtors' estimate of shares of New Common Stock to be issued under the Plan and in respect of management incentive packages and other issuances).

As set forth in the Backstop Rights Purchase Agreement, the Backstop Parties shall have consent rights over, among other things, (i) the VFA (ii) the Exit Credit Facilities Documents, including the material financial terms of and definitive documentation for the Exit Credit Facilities; (iii) the Registration Rights Agreement; (iv) the organizational documents of the Reorganized Debtors, including the New Certificate of Incorporation, New Bylaws, and New Stockholders Agreement; (v) the Plan Documents; and (vi) the Rights Offerings Procedures, in each case, as set forth in the Backstop Rights Purchase Agreement.

The Rights, the Rights Offering Notes and the Rights Offering Warrants, in each case, whether issued pursuant to the Rights Offerings, in connection with the payment of the Backstop Commitment Fee and/or pursuant to the Backstop Rights Purchase Agreement, shall all be issued without registration in reliance upon the exemption set forth in section 4(2) of the Securities Act and will be "restricted securities."

**(b) Exit Credit Facilities**

On or before the Effective Date, Reorganized Patriot Coal shall enter into the Exit Credit Facilities, and, subject to the repayment of the DIP Facility Claims in accordance with Section 2.1 hereof, grant all liens and security interests provided for thereunder. The applicable Reorganized Debtors that are the guarantors under the Exit Credit Facilities shall issue the guarantees, Liens and security interests as provided thereunder. The Exit Credit Facilities shall be on terms and conditions substantially as set forth in the Plan Supplement.

**(c) Restructuring Transactions**

On or after the Effective Date, including after the cancellation and discharge of all Claims pursuant to the Plan and before the issuance of the New Common Stock, the Reorganized Debtors may engage in or take such actions as may be necessary or appropriate to effect corporate restructurings of their respective businesses, including actions necessary to simplify,

reorganize and rationalize the overall reorganized organizational structure of the Reorganized Debtors (together, the “**Restructuring Transactions**”). The Restructuring Transactions may include (a) dissolving companies or creating new companies (including limited liability companies), (b) merging, dissolving, transferring assets or otherwise consolidating any of the Debtors in furtherance of the Plan, or engaging in any other transaction in furtherance of the Plan, (c) executing and delivering appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, liquidation, domestication, continuation or reorganization containing terms that are consistent with the terms of the Plan and that satisfy the requirements of applicable law; (d) executing and delivering appropriate instruments of transfer, assignment, assumption or delegation of any property, right, liability, debt or obligation on terms consistent with the terms of the Plan; (e) filing appropriate certificates or articles of merger, consolidation or dissolution or other filings or recordings pursuant to applicable state law; and (f) taking any other action reasonably necessary or appropriate in connection with such organizational restructurings. In each case in which the surviving, resulting or acquiring Entity in any of these transactions is a successor to a Reorganized Debtor, such surviving, resulting or acquiring Entity will perform the obligations of the applicable Reorganized Debtor pursuant to the Plan, including with respect to the DIP Agents and the DIP Lenders, and paying or otherwise satisfying the Allowed Claims to be paid by such Reorganized Debtor. Implementation of any Restructuring Transactions shall not affect any performance obligations, distributions, discharges, exculpations, releases or injunctions set forth in the Plan.

Nothing in the Plan or the Confirmation Order authorizes the transfer or assignment of any governmental (i) license, (ii) permit, (iii) registration, (iv) authorization or (v) approval without compliance with all applicable legal requirements under non-bankruptcy laws and regulations governing such transfers or assignments.

#### **Section 5.7 Voting Trust(s)**

On or before the Effective Date, the Voting Trust Agreement(s) shall be executed, and all other necessary steps shall be taken to establish the Voting Trust(s).

On the Effective Date, (a) the shares of New Class B Common Stock designated to be transferred to a Voting Trust(s) shall be issued and transferred by the Debtors directly to the Voting Trust(s) without the need for any person or Entity to take any further action or obtain any approval. Such transfers shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use or other similar tax. Upon the foregoing transfers to the Voting Trust, except as specifically set forth in the Voting Trust Agreement, the Debtors and the Reorganized Debtors shall have no further liability or obligation relating to the Voting Trust. Except as specifically set forth in the Voting Trust Agreement, in no event shall the Debtors or the Reorganized Debtors have or be deemed to have any fiduciary or other duty to the Voting Trust, nor any responsibilities for administering the Voting Trust.

The Voting Trustee(s) shall govern the Voting Trust(s) in accordance with the Voting Trust Agreement(s). The duty of the Voting Trustee(s) shall be to vote the shares of the New

Class B Common Stock held in trust so as to maximize the enterprise value of Reorganized Patriot Coal that accretes to the holders of the debt and equity of Reorganized Patriot Coal.

The Voting Trust Beneficiaries shall be one or more parties to be determined; *provided* that Knighthead may not be a direct or indirect beneficiary of a Voting Trust; *provided, further*, that the Patriot Retirees VEBA will be the beneficiary of the economic value of any shares of New Class B Common Stock issued to the Voting Trust on the Effective Date in respect of any Senior Notes Stock Allocation otherwise issuable to Knighthead. Additionally, the holders of Allowed Senior Notes Claims and the Backstop Parties may elect to cause the shares of New Common Stock issued to such parties pursuant to the Plan to be issued to a Voting Trust, which New Common Stock shall be New Class B Common Stock in lieu of New Class A Common Stock otherwise issuable in respect of Allowed Senior Notes Claims.

## **ARTICLE 6**

### **PROVISIONS GOVERNING DISTRIBUTIONS**

#### **Section 6.1 Disbursing Agent**

The Debtors shall retain a Disbursing Agent to assist with the distributions to be made under the Plan as directed by the Debtors. The Disbursing Agent shall make and/or provide assistance with making all distributions required under the Plan; *provided* that the applicable DIP Agent will be considered a Servicer for the purpose of distributions pursuant to the DIP Facility Claims, as applicable.

Notwithstanding anything to the contrary herein, all distributions of New Common Stock, Rights Offering Warrants and Rights Offering Notes related to or on account of the Existing Notes shall be accomplished in accordance with the customary practices of the transfer agent for the New Common Stock and Rights Offering Warrants and the indenture trustee for the Rights Offering Notes, as applicable, and in accordance with any applicable procedures of DTC. Each Indenture Trustee shall cooperate in the administration of distributions in accordance with the Plan and the applicable Indenture. Neither Indenture Trustee shall be required to give any bond, surety, or other security for the performance of its duties with respect to the administration and implementation of distributions. Any and all distributions on account of the Existing Notes shall be subject to the terms and conditions of the applicable Indenture, including any Charging Lien.

The Reorganized Debtors shall be authorized, without further Bankruptcy Court approval, but not directed to, reimburse any Servicer for its reasonable, documented, actual and customary out-of-pocket expenses incurred in providing postpetition services directly related to distributions pursuant to the Plan. These reimbursements must be made, with respect to First Out DIP Facility Claims, in accordance with Section 12.04 of the First Out DIP Facility, with respect to Second Out DIP Facility Claims, in accordance with Section 10.04 of the Second Out DIP Facility, and otherwise on terms agreed to between the Reorganized Debtors and the applicable Servicer.

## **Section 6.2 Timing and Delivery of Distributions**

### **(a) Timing**

Subject to any reserves or holdbacks established pursuant to the Plan, and taking into account the matters discussed in Section 6.3 of the Plan, on the appropriate Distribution Date or as soon as practicable thereafter, holders of Allowed Claims against the Debtors shall receive the distributions provided for Allowed Claims in the applicable Classes as of such date.

If and to the extent there are Disputed Claims as of the Effective Date, distributions on account of such Disputed Claims (which will only be made if and when they become Allowed Claims) shall be made pursuant to the provisions set forth in the Plan on or as soon as reasonably practicable after the next Distribution Date that is at least 20 calendar days after each such Claim is Allowed; *provided, however*, that distributions on account of the Claims set forth in Article 3 of the Plan shall be made as set forth therein and Professional Fee Claims shall be made as soon as reasonably practicable after such Claims are Allowed or as provided in any other applicable Order. Because of the size and complexities of the Chapter 11 Cases, the Debtors at the present time cannot accurately predict the timing of the Final Distribution Date.

### **(b) De Minimis Distributions**

Notwithstanding any other provision of the Plan, none of the Reorganized Debtors, any Servicer nor the Disbursing Agent shall have any obligation to make any distributions under the Plan with a value of less than \$100, unless a written request therefor is received by the Disbursing Agent from the relevant recipient at the addresses set forth in Section 15.13 hereof within 120 days after the later of the (a) Effective Date and (b) the date such Claim becomes an Allowed Claim. *De minimis* distributions for which no such request is timely received shall revert to Reorganized Patriot Coal. Upon such reversion, the relevant Allowed Claim (and any Claim on account of missed distributions) shall be automatically discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary.

Notwithstanding any other provision of the Plan, none of the Reorganized Debtors, any Servicer nor any Disbursing Agent shall have any obligation to make a particular distribution to a specific holder of an Allowed Claim if such holder is also the holder of a Disputed Claim.

Notwithstanding any other provision of the Plan, none of the Reorganized Debtors, any Servicer nor any Disbursing Agent shall have any obligation to make any distributions on any Interim Distribution Date unless the sum of all distributions authorized to be made to all holders of Allowed Claims on such Interim Distribution Date exceeds \$100,000 in value.

### **(c) Fractional Shares**

Notwithstanding any other provision of the Plan, no fractional shares of New Common Stock shall be distributed; *provided, however*, that any fractional shares of New Common Stock

shall be rounded down to the next whole number or zero, as applicable, and no consideration shall be provided in lieu of fractional shares that are rounded down.

**(d) Delivery of Distributions – Allowed Claims**

As to all holders of Allowed Claims, distributions shall only be made to the record holders of such Allowed Claims as of the Distribution Record Date; *provided*, that any Eligible Holder who is otherwise entitled to receive Rights in accordance with the terms of the Plan may designate an Eligible Affiliate to receive such Rights and such Eligible Affiliate may exercise such Notes Rights or Warrant Rights in accordance with the Rights Offerings Procedures. On the Distribution Record Date, at the close of business for the relevant register, all registers maintained by the Debtors, Reorganized Debtors, Servicers, the Disbursing Agent, the Indenture Trustees and each of the foregoing's respective agents, successors and assigns shall be deemed closed for purposes of determining whether a holder of such a Claim is a record holder entitled to distributions under the Plan. The Debtors, Reorganized Debtors, Servicers, Disbursing Agent, Indenture Trustees and all of their respective agents, successors and assigns shall have no obligation to recognize, for purposes of distributions pursuant to or in any way arising from the Plan (or for any other purpose), any Claims that are transferred after the Distribution Record Date. Instead, they shall be entitled to recognize only those record holders set forth in the registers as of the Distribution Record Date, irrespective of the number of distributions made under the Plan or the date of such distributions. Furthermore, if a Claim is transferred 20 or fewer calendar days before the Distribution Record Date, the Disbursing Agent or Indenture Trustee, as applicable, shall make distributions to the transferee only if the transfer form contains an unconditional and explicit certification and waiver of any objection to the transfer by the transferor.

If any dispute arises as to the identity of a holder of an Allowed Claim that is entitled to receive a distribution pursuant to the Plan, the applicable Disbursing Agent, Servicer or Indenture Trustee may, in lieu of making such distribution to such person, make the distribution into an escrow account until the disposition thereof is determined by Final Order or by written agreement among the interested parties to such dispute.

Subject to Bankruptcy Rule 9010, a distribution to a holder of an Allowed Claim may be made by the applicable Disbursing Agent or Indenture Trustee, in each case, in its sole discretion: (i) to the address set forth on the first page of the Proof of Claim filed by such holder (or at the last known address of such holder if no Proof of Claim is filed or if the Debtors have been notified in writing of a change of address), (ii) to the address set forth in any written notice of an address change delivered to the Disbursing Agent after the date of any related Proof of Claim, (iii) to the address set forth on the Schedules filed with the Bankruptcy Court, if no Proof of Claim has been filed and the Disbursing Agent has not received a written notice of an address change, (iv) in the case of a holder whose Claim is governed by an agreement and administered by a Servicer, to the address contained in the official records of such Servicer or (v) to the address of any counsel that has appeared in the Chapter 11 Cases on such holder's behalf.

**(e) Delivery of Distributions – Allowed Claims Relating to Existing Notes; Surrender of Cancelled Instruments or Securities**

Subject to the provisions of Section 5.4 of the Plan, as to holders of Allowed Claims relating to the Existing Notes and as a condition to receive any distribution:

As to any holder of an Allowed Claim relating to an Existing Note that is held in the name of, or by a nominee of, DTC, the Debtors and the Reorganized Debtors shall seek the cooperation of DTC to provide appropriate instructions to the applicable Indenture Trustee and such distribution shall be made through a mandatory and/or voluntary exchange on or as soon as practicable after the Effective Date.

Any holder of an Allowed Claim relating to an Existing Note who fails to surrender such Existing Note in accordance with this Section 6.2(e) within one year after the Effective Date shall be deemed to have forfeited all rights and Claims in respect of such Existing Note and shall not participate in any distribution hereunder, and all property relating to such forfeited distribution, including any dividends or interest attributable thereto, shall revert to the Reorganized Debtors, notwithstanding any federal or state escheat laws to the contrary.

**Section 6.3 Manner of Payment under Plan**

(a) All Cash distributions to be made hereunder to the DIP Agents on account of the DIP Facility Claims shall be made by wire transfer. With respect to any other Cash payment to be made hereunder, at the Disbursing Agent's option, any such payment may be made by check, wire transfer or any other customary payment method.

(b) The Debtors shall distribute New Common Stock, Rights or Cash as required under the Plan. Where the applicable Reorganized Debtor is a Reorganized Subsidiary Debtor, Reorganized Patriot Coal shall be deemed to have made a direct capital contribution to the applicable Reorganized Subsidiary Debtor of an amount of Cash to be distributed to the Creditors of such Reorganized Debtor, but only at such time as, and to the extent that, such amounts are actually distributed to holders of Allowed Claims. Any distributions of New Common Stock, Rights or Cash that revert to Reorganized Patriot Coal or are otherwise cancelled (such as to the extent any distributions have not been claimed within one year) shall revert solely in Reorganized Patriot Coal and no other Reorganized Debtor shall have (nor shall it be considered to ever have had) any ownership interest in the amounts distributed.

**(c) Allocation of Plan Distributions Between Principal and Interest**

To the extent that any unsecured Claim entitled to a distribution under the Plan is based upon any obligation or instrument that is treated for U.S. federal income tax purposes as indebtedness of any Debtor and accrued but unpaid interest thereon, such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to accrued but unpaid interest.

**(d) Compliance Matters**

In connection with the Plan, each Debtor, each Reorganized Debtor and the Disbursing Agent shall comply with all tax withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions hereunder shall be subject to such withholding and reporting requirements. Notwithstanding any provision in the Plan to the contrary, each Debtor, each Reorganized Debtor and the Disbursing Agent shall be authorized to take all actions necessary or appropriate to comply with such withholding and reporting requirements, including, without limitation, liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes or establishing any other mechanisms the Debtors or the Reorganized Debtors, as applicable, believe are reasonable and appropriate. For tax purposes, distributions received with respect to Allowed Claims shall be allocated first to the principal amount of Allowed Claims, with any excess allocated to unpaid interest that accrued on such Claims.

The Debtors, the Reorganized Debtors and the Disbursing Agent, as applicable, reserve the right to allocate and distribute all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support and other spousal awards, Liens and similar encumbrances.

**(e) Foreign Currency Exchange Rate**

As of the Effective Date, any Claim asserted in a currency other than U.S. dollars shall be automatically deemed converted to the equivalent U.S. dollar value using the exchange rate on the Petition Date, as quoted at 4:00 p.m., mid-range spot rate of exchange for the applicable currency as published in *The Wall Street Journal*, National Edition, on the day after the Petition Date.

**Section 6.4 Undeliverable or Non-Negotiated Distributions**

If any distribution is returned as undeliverable, no further distributions to such Creditor shall be made unless and until the Disbursing Agent or appropriate Servicer is notified in writing of such holder's then-current address, at which time any undelivered distribution shall be made to such holder without interest or dividends. Undeliverable distributions shall be returned to Reorganized Patriot Coal until such distributions are claimed. All undeliverable distributions under the Plan that remain unclaimed for one year after attempted distribution shall indefeasibly revert to Reorganized Patriot Coal. Upon such reversion, the relevant Allowed Claim (and any Claim on account of missed distributions) shall be automatically discharged and forever barred, notwithstanding any federal or state escheat laws to the contrary.

Checks issued on account of Allowed Claims shall be null and void if not negotiated within 120 calendar days from and after the date of issuance thereof. Requests for reissuance of any check must be made directly and in writing to the Disbursing Agent by the holder of the relevant Allowed Claim within the 120-calendar-day period. After such date, the relevant Allowed Claim (and any Claim for reissuance of the original check) shall be automatically

discharged and forever barred, and such funds shall revert to Reorganized Patriot Coal, notwithstanding any federal or state escheat laws to the contrary.

## **Section 6.5 Claims Paid or Payable by Third Parties**

### **(a) Claims Paid by Third Parties**

To the extent a Creditor receives a distribution on account of a Claim and also receives payment from a party that is not a Debtor or a Reorganized Debtor on account of such Claim, such Creditor shall, within 30 calendar days of receipt thereof, repay and/or return the distribution to the applicable Reorganized Debtor, to the extent the Creditor's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of the Claim as of the date of any such distribution under the Plan.

A Claim may be adjusted or expunged on the official claims register, without a claims objection having to be filed and without any further notice to or action, order or approval of the Bankruptcy Court, to the extent that the Creditor receives payment in full or in part on account of such Claim; *provided, however*, that to the extent the non-Debtor party making the payment is subrogated to the Creditor's Claim, the non-Debtor party shall have a 30-calendar-day grace period following payment in full to notify the Claims Agent of such subrogation rights.

### **(b) Claims Payable by Third Parties**

To the extent that one or more of the Debtors' insurers agrees (or if and to the extent any such insurer is required by a court or other tribunal of competent jurisdiction) to satisfy any Claim, then immediately upon such court or other tribunal determination or insurers' agreement, such Claim may be expunged (to the extent of any agreed-upon or determined satisfaction) on the official claims register without a claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

## **ARTICLE 7 FILING OF ADMINISTRATIVE CLAIMS**

### **Section 7.1 Professional Fee Claims**

#### **(a) Final Fee Applications**

All final requests for payment of Professional Fee Claims must be filed with the Bankruptcy Court by the date that is 60 calendar days after the Confirmation Date. Such requests shall be filed with the Bankruptcy Court and served as required by the Case Management Order; *provided* that if any Professional is unable to file its own request with the Bankruptcy Court, such Professional may deliver an original, executed copy and an electronic copy to the Debtors' attorneys and the Reorganized Debtors at least three Business Days before the deadline, and the Debtors' attorneys shall file such request with the Bankruptcy Court. The objection deadline relating to the final requests shall be 4:00 p.m. (prevailing Central Time) on the date that is 15 calendar days after the filing deadline. If no objections are timely filed and

properly served in accordance with the Case Management Order as to a given request, or all timely objections are subsequently resolved, such Professional shall submit to the Bankruptcy Court for consideration a proposed order approving the Professional Fee Claim as an Allowed Administrative Claim in the amount requested (or otherwise agreed), and the order may be entered without a hearing or further notice to any party. The Allowed amounts of any Professional Fee Claims subject to unresolved timely objections shall be determined by the Bankruptcy Court at a hearing to be held no later than 30 calendar days after the objection deadline. Distributions on account of Allowed Professional Fee Claims shall be made as soon as reasonably practicable after such Claims become Allowed or in accordance with any other applicable Order.

**(b) Payment of Interim Amounts**

Professionals shall be paid pursuant to the “Monthly Statement” process set forth in the Interim Compensation Order with respect to all calendar months ending before the Confirmation Date and, for the month in which the Confirmation Date occurred, the Confirmation Date and the days prior to the Confirmation Date.

**(c) Post-Confirmation Date Fees**

Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors and Reorganized Debtors may employ and pay all Professionals and may pay the reasonable and documented fees and expenses of each of the DIP Agents’ professionals in accordance with the DIP Documents and the DIP Order in the ordinary course of business (including for the month in which the Confirmation Date occurred) without any further notice to, action by or order or approval of the Bankruptcy Court or any other party.

**Section 7.2 Other Administrative Claims**

**(a)** A notice setting forth the Other Administrative Claim Bar Date will be (i) filed on the Bankruptcy Court’s docket and (ii) posted on the Debtors’ Case Information Website. No other notice of the Other Administrative Claim Bar Date will be provided.

**(b)** All requests for payment of Other Administrative Claims that accrued on or before the Effective Date (other than Professional Fee Claims, which are subject to the provisions of Section 7.1 of the Plan) must be filed with the Claims Agent and served on counsel for the Debtors and Reorganized Debtors by the Other Administrative Claim Bar Date. Any requests for payment of Other Administrative Claims pursuant to this Section 7.2 that are not properly filed and served by the Other Administrative Claim Bar Date shall be disallowed automatically without the need for any objection from the Debtors or the Reorganized Debtors or any action by the Bankruptcy Court.

(c) The Reorganized Debtors, in their sole discretion, shall have exclusive authority to settle Other Administrative Claims without further Bankruptcy Court approval.

(d) Unless the Debtors or the Reorganized Debtors object to a timely filed and properly served Other Administrative Claim by the Claims Objection Deadline, such Other Administrative Claim shall be deemed allowed in the amount requested. If the Debtors or the Reorganized Debtors object to an Other Administrative Claim, the parties may confer to try to reach a settlement and, failing that, the Bankruptcy Court shall determine whether such Other Administrative Claim should be allowed and, if so, in what amount.

(e) Notwithstanding the foregoing, requests for payment of Other Administrative Claims need not be filed for Other Administrative Claims that (i) are for goods or services provided to the Debtors in the ordinary course of business, (ii) previously have been Allowed by Final Order of the Bankruptcy Court, (iii) are for Cure amounts, (iv) are on account of postpetition taxes (including any related penalties or interest) owed by the Debtors or the Reorganized Debtors to any Governmental Unit or (v) the Debtors or Reorganized Debtors have otherwise agreed in writing do not require such a filing.

## **ARTICLE 8 DISPUTED CLAIMS**

### **Section 8.1 Objections to Claims**

(a) After the Effective Date, the Reorganized Debtors shall have the sole authority to object to all Claims; *provided, however*, that the Reorganized Debtors shall not be entitled to object to any Claim that has been expressly allowed by Final Order or under the Plan. Any objections to Claims filed by the Reorganized Debtors shall be filed on the Bankruptcy Court's docket on or before the Claims Objection Deadline.

(b) Claims objections filed before, on or after the Effective Date shall be filed, served and administered in accordance with the Claims Objection Procedures Order, which shall remain in full force and effect; *provided, however*, that, on and after the Effective Date, filings and notices related to the Claims Objection Procedures Order need only be served on the relevant claimants and otherwise as required by the Case Management Order.

### **Section 8.2 Resolution of Disputed Claims**

On and after the Effective Date, the Reorganized Debtors shall have the sole authority to litigate, compromise, settle, otherwise resolve or withdraw any objections to all Claims and to compromise and settle any Claims without notice to or approval by the Bankruptcy Court or any other party.

### **Section 8.3 Estimation of Claims and Interests**

The Debtors or Reorganized Debtors may, in their sole discretion, after consultation with the Creditors' Committee (if prior to the Effective Date) determine, resolve and otherwise

adjudicate all Contingent Claims, Unliquidated Claims and Disputed Claims in the Bankruptcy Court or such other court of the Debtors' or Reorganized Debtors' choice having jurisdiction over the validity, nature or amount thereof. The Debtors or the Reorganized Debtors may at any time request that the Bankruptcy Court estimate any Contingent Claim, Unliquidated Claim or Disputed Claim pursuant to section 502(c) of the Bankruptcy Code for any reason or purpose, regardless of whether any of the Debtors or the Reorganized Debtors have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection. The Bankruptcy Court shall retain jurisdiction to estimate any Claim at any time during litigation concerning any objection to any Claim, including, without limitation, during the pendency of any appeal relating to any such objection. If the Bankruptcy Court estimates any Contingent Claim, Unliquidated Claim or Disputed Claim, that estimated amount shall constitute the maximum limitation on such Claim and the Debtors or the Reorganized Debtors may pursue supplementary proceedings to object to the ultimate allowance of such Claim; *provided, however*, that such limitation shall not apply to Claims requested by the Debtors to be estimated for voting purposes only.

All of the aforementioned objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such Claim unless the holder of such Claim has filed a motion requesting the right to seek such reconsideration on or before 20 calendar days after the date such Claim is estimated by the Bankruptcy Court.

#### **Section 8.4 Payments and Distributions for Disputed Claims**

##### **(a) No Distributions Pending Allowance**

Notwithstanding any other provision in the Plan, no payments or distributions shall be made for a Disputed Claim unless and until all objections to such Disputed Claim have been settled or withdrawn or have been determined by a Final Order, and the Disputed Claim has become an Allowed Claim.

##### **(b) Disputed Claims Reserve**

(i) On the Initial Distribution Date or as soon thereafter as is reasonably practicable, the Reorganized Debtors shall hold in reserve (the "**Disputed Claims Reserve**") the amount of Cash that the Reorganized Debtors determine, in consultation with the Creditors' Committee, would likely have been distributed to the Holders of all Disputed Claims as if such Disputed Claims had been Allowed on the Effective Date, with the amount of such Allowed Claims to be determined, solely for the purposes of establishing reserves and for maximum distribution purposes, to be the lesser of (a) the asserted amount of the Disputed Claim filed with the Bankruptcy Court as set forth in the non-duplicative Proof of Claim, or (if no proof of such Claim was filed) listed by the Debtors in the Schedules, (b) the amount, if any, estimated by the Bankruptcy Court pursuant to section 502(c) of the Bankruptcy Code or ordered by other order

of the Bankruptcy Court, or (c) the amount otherwise agreed to by the Debtors or the Reorganized Debtors, as applicable, in consultation with the Backstop Parties, and the Holder of such Disputed Claim for distribution purposes. With respect to all Disputed Claims that are General Unsecured Claims or Convenience Class Claims and are unliquidated or contingent and for which no dollar amount is asserted on a Proof of Claim, the Debtors will reserve Cash adjusted from time to time equal to the amount reasonably determined by the Reorganized Debtors.

(ii) The Disbursing Agent may, at the direction of the Debtors or the Reorganized Debtors, adjust the Disputed Claims Reserve to reflect all earnings thereon (net of any expenses relating thereto, such expenses including any taxes imposed thereon or otherwise payable by the reserve), to be distributed on the Distribution Dates, as required by the Plan. The Disbursing Agent shall hold in the Disputed Claims Reserve all dividends, payments and other distributions made on account of, as well as any obligations arising from, the property held in the Disputed Claims Reserve, to the extent that such property continues to be so held at the time such distributions are made or such obligations arise. The taxes imposed on the Disputed Claims Reserve (if any) shall be paid by the Disbursing Agent from the property held in the Disputed Claims Reserve, and the Reorganized Debtors shall have no liability for such taxes.

(iii) After any reasonable determination by the Reorganized Debtors that the Disputed Claims Reserve should be adjusted downward in accordance with Section 8.4(b)(i) of the Plan, the Disbursing Agent shall, at the direction of the Debtors or the Reorganized Debtors, effect a distribution in the amount of such adjustment as required by the Plan (an “**Adjustment Distribution**”), and any date of such distribution shall be an Interim Distribution Date.

(iv) After all Disputed Claims have become either Allowed Claims or Disallowed Claims and all distributions required pursuant to Section 8.4(c) of the Plan have been made, the Disbursing Agent shall, at the direction of the Reorganized Debtors, effect a final distribution of the Cash remaining in the Disputed Claims Reserve.

(v) It is expected that the Disbursing Agent will (A) make an election pursuant to United States Treasury Regulations section 1.468B-9 to treat the Disputed Claims Reserve as a “disputed ownership fund” within the meaning of that section and (B) allocate taxable income or loss to the Disputed Claims Reserve with respect to any taxable year that would have been allocated to the holders of Disputed Claims had such Claims been Allowed on the Effective Date (but only for the portion of the taxable year with respect to which such Claims are Disputed Claims). The affected holders of the Disputed Claims shall be bound by such election, if made by the Disbursing Agent. For federal income tax purposes, absent definitive guidance from the IRS or a contrary determination by a court of competent jurisdiction, the Disbursing Agent shall, to the extent permitted by applicable law, report consistently with the foregoing characterization for state and local income tax purposes. All affected holders of Disputed Claims shall report, for income tax purposes, consistently with the foregoing.

**(c) Distributions after Allowance**

(i) To the extent that a Disputed Claim, other than a Convenience Class Claim, becomes an Allowed Claim after the Effective Date, the Disbursing Agent will, out of the Disputed Claims Reserve, distribute to the holder thereof the distribution, if any, to which such holder is entitled under the Plan in accordance with Section 6.2(a) of the Plan. Subject to Section 8.6 of the Plan, all distributions made under this Section 8.4(c)(i) on account of Allowed Claims will be made together with any dividends, payments or other distributions made on account of, as well as any obligations arising from, the distributed property, then held in the Disputed Claims Reserve as if such Allowed Claim had been an Allowed Claim on the dates distributions were previously made to Allowed Claim holders included in the applicable class under the Plan.

(ii) To the extent that a Convenience Class Claim becomes an Allowed Claim after the Effective Date, the Disbursing Agent will distribute to the holder thereof the distribution, if any, to which such holder is entitled under the Plan in accordance with Section 6.2(a) and Section 8.6 of the Plan.

**Section 8.5 No Amendments to Claims**

A Claim may be amended before the Confirmation Date only as agreed upon by the Debtors and the holder of such Claim or as otherwise permitted by the Bankruptcy Court, the Bankruptcy Rules or applicable non-bankruptcy law. On or after the Confirmation Date, the holder of a Claim (other than an Other Administrative Claim or a Professional Fee Claim) must obtain prior authorization from the Bankruptcy Court or Reorganized Debtors to file or amend a Claim. Any new or amended Claim (other than Rejection Claims) filed after the Confirmation Date without such prior authorization will not appear on the official claims register and will be deemed disallowed in full and expunged without any action required of the Debtors or the Reorganized Debtors and without the need for any court order.

**Section 8.6 No Interest**

Other than as provided by section 506(b) of the Bankruptcy Code or as specifically provided for in the Plan, the Confirmation Order or with respect to the DIP Facilities, postpetition interest shall not accrue or be paid on Claims and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim or right. Additionally, and without limiting the foregoing, interest shall not accrue or be paid on any Claim or Disputed Claim for the period from and after the Effective Date; *provided, however*, that nothing in this Section 8.6 shall limit any rights of any Governmental Unit to interest under sections 503, 506(b), 1129(a)(9)(A) or 1129(a)(9)(C) of the Bankruptcy Code or as otherwise provided for under applicable law.

**ARTICLE 9**  
**EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**Section 9.1 Rejection of Executory Contracts and Unexpired Leases**

Pursuant to sections 365 and 1123 of the Bankruptcy Code, each executory contract and unexpired lease to which any Debtor is a party shall be deemed automatically rejected by the Debtors effective as of the Effective Date, except for any executory contract or unexpired lease that (i) has been assumed or rejected pursuant to an order of the Bankruptcy Court entered before the Effective Date, (ii) is the subject of a motion to assume or reject pending on the Effective Date, including the *Debtors' Motion for Authorization to (i) Assume or (ii) Reject Unexpired Leases of Nonresidential Real Property* filed on January 15, 2013 [ECF No. 1995], (iii) is assumed, rejected or otherwise treated pursuant to Section 9.3 or Section 9.4 of the Plan, (iv) is listed on Schedule 9.2(a) or 9.2(b) of the Plan or (v) as to which a Treatment Objection has been filed and properly served by the Treatment Objection Deadline. If an executory contract or unexpired lease either (x) has been assumed or rejected pursuant to an order of the Bankruptcy Court entered before the Effective Date or (y) is the subject of a motion to assume or reject pending on the Confirmation Date, then the listing of any such executory contract or unexpired lease on the aforementioned schedules shall be of no effect.

**Section 9.2 Schedules of Executory Contracts and Unexpired Leases**

(a) Schedules 9.2(a) and 9.2(b) of the Plan shall be filed by the Debtors as specified in Section 15.6 of the Plan and shall represent the Debtors' then-current good faith belief regarding the intended treatment of all executory contracts and unexpired leases listed thereon. The Debtors reserve the right, on or before 3:00 p.m. (prevailing Central Time) on the Business Day immediately before the Confirmation Hearing to (i) amend Schedules 9.2(a) and 9.2(b) to add, delete or reclassify any executory contract or unexpired lease or amend a proposed assignment and (ii) amend the Proposed Cure, in each case as to any executory contract or unexpired lease previously listed as to be assumed; *provided, however*, that if the Confirmation Hearing is adjourned, such amendment right shall be extended to 3:00 p.m. on the Business Day immediately before the rescheduled or continued Confirmation Hearing, and this proviso shall apply in the case of any and all subsequent adjournments of the Confirmation Hearing; *provided, further* that (a) for Intercompany Contracts and agreements proposed to be rejected as of the above deadline, the Debtors reserve the right to make amendments at any time before Confirmation and (b) the Debtors may amend Schedules 9.2(a) and 9.2(b) to add, delete or reclassify any executory contracts or unexpired leases or amend proposed assignments after such date to the extent agreed with the relevant counterparties. Pursuant to sections 365 and 1123 of the Bankruptcy Code, and except for executory contracts and unexpired leases as to which a Treatment Objection is properly filed and served by the Treatment Objection Deadline, (x) each of the executory contracts and unexpired leases listed on Schedule 9.2(a) shall be deemed assumed (and, if applicable, assigned) effective as of the Assumption Effective Date specified thereon and the Proposed Cure specified in the notice mailed to each Assumption Party shall be the Cure and shall be deemed to satisfy fully any obligations the Debtors might have regarding such executory contract or unexpired lease under section 365(b) of the Bankruptcy Code and

(y) each of the executory contracts and unexpired leases listed on Schedule 9.2(b) shall be deemed rejected effective as of the Rejection Effective Date specified thereon.

(b) The Debtors shall file initial versions of Schedules 9.2(a) and 9.2(b) and any amendments thereto with the Bankruptcy Court and shall serve all notices thereof only on the DIP Agents, the Creditors' Committee and the relevant Assumption Parties and Rejection Parties. For any executory contract or unexpired lease first listed on Schedule 9.2(b) later than the date that is 10 calendar days before the Voting Deadline, the Debtors shall use their best efforts to notify the DIP Agents, the Creditors' Committee and the applicable Rejection Party promptly of such proposed treatment via facsimile, email or telephone at any notice address or number included in the relevant executory contract or unexpired lease or as otherwise timely provided in writing to the Debtors by any such counterparty or its counsel.

(c) For any executory contracts or unexpired leases first listed on Schedule 9.2(b) later than the date that is 10 calendar days before the Voting Deadline, affected Rejection Parties shall have five calendar days from the date of such amendment to Schedule 9.2(b) to object to Confirmation of the Plan. For any executory contracts or unexpired leases first listed on Schedule 9.2(b) later than the date that is five calendar days before the Confirmation Hearing, affected Rejection Parties shall have until the Confirmation Hearing to object to Confirmation of the Plan.

(d) The listing of any contract or lease on Schedule 9.2(a) or 9.2(b) is not an admission that such contract or lease is an executory contract or unexpired lease or that any Debtor has any liability thereunder. The Debtors reserve the right to assert that any of the agreements listed on Schedule 9.2(a) or 9.2(b) are not executory contracts or unexpired leases.

### **Section 9.3 Categories of Executory Contracts and Unexpired Leases to Be Assumed**

Pursuant to sections 365 and 1123 of the Bankruptcy Code, each of the executory contracts and unexpired leases within the following categories shall be deemed assumed as of the Effective Date (and the Proposed Cure for each shall be zero dollars), except for any executory contract or unexpired lease (i) that has been previously assumed or rejected pursuant to an order of the Bankruptcy Court, (ii) that is the subject of a motion to assume or reject pending on the Confirmation Date, (iii) that is listed on Schedule 9.2(a) or 9.2(b), (iv) that is otherwise expressly assumed or rejected pursuant to the terms of the Plan or (v) as to which a Treatment Objection has been filed and properly served by the Treatment Objection Deadline.

#### **(a) Customer Programs, Foreign Agreements, Insurance Plans, Intercompany Contracts and Workers' Compensation Plans**

Subject to the terms of the first paragraph of this Section 9.3, each Customer Program, Foreign Agreement, Insurance Plan, Intercompany Contract and Workers' Compensation Plan shall be deemed assumed effective as of the Effective Date. Nothing contained in this Section 9.3(a) shall constitute or be deemed a waiver of any Cause of Action that the Debtors may hold

against any entity, including, without limitation, the insurer under any of the Insurance Plans. Except as provided in the previous sentence, all Proofs of Claim on account of or in respect of any agreement covered by this Section 9.3(a) shall be deemed withdrawn automatically and without any further notice to or action by the Bankruptcy Court.

**(b) Surety Bonds**

Subject to the terms of the first paragraph of this Section 9.3, each Surety Bond shall be deemed assumed effective as of the Effective Date and each Reorganized Debtor party thereto shall pay any and all premium and other obligations due or that may become due on or after the Effective Date. Additionally, as specified in Section 11.4(d), each obligation of a Debtor that is covered by the Surety Bonds, including, but not limited to, obligations of the Debtors to various Governmental Units for reclamation of mines, are not being released, discharged, precluded or enjoined by the Plan or the Confirmation Order and shall remain obligations of the applicable Reorganized Debtor as of the Effective Date. Nothing contained in this Section 9.3(b) shall constitute or be deemed a waiver of any Cause of Action that any Debtor may hold against any entity. All Proofs of Claim on account of or in respect of any agreement covered by this Section 9.3(b) shall be deemed withdrawn automatically and without further notice to or action by the Bankruptcy Court. Each Reorganized Debtor shall be deemed to have assumed as of the Effective Date, and shall continue to perform under, any of its indemnity agreements in place with each such Surety immediately prior to the Petition Date (the “**Indemnity Agreements**”). Failure to expressly identify any Indemnity Agreement in any schedule pursuant to Section 9.2 shall not imply the rejection or failure to assume that agreement. To the extent that Restructuring Transactions create new corporate entities or change the relative corporate position of Patriot Coal as parent, then each new corporate entity and/or the new corporate parent will execute an Indemnity Agreement. Notwithstanding any other provision of the Plan, all letters of credit issued to the Sureties as security for a Debtor’s obligations under the Surety Bonds or Indemnity Agreements shall remain in place to secure against any “loss” (as defined in the applicable Indemnity Agreement) incurred by the respective Surety. Notwithstanding any other provisions of the Plan, nothing in the injunction and release provisions of the Plan, including Sections 11.4, 11.8, and 11.9 shall be deemed to apply to the Sureties or the Sureties’ claims, nor shall these provisions be interpreted to bar, impair, prevent or otherwise limit the Sureties from exercising their rights under any of the Surety Bonds, letters of credit, Indemnity Agreements, Surface Mining Control and Reclamation Act, or the common law of suretyship.

**(c) Directors and Officers Insurance Policies and Agreements**

To the extent that the D&O Liability Insurance Policies issued to, or entered into by, the Debtors prior to the Petition Date constitute executory contracts, notwithstanding anything in the Plan to the contrary, the Reorganized Debtors shall be deemed to have assumed all of the Debtors’ unexpired D&O Liability Insurance Policies pursuant to section 365(a) of the Bankruptcy Code effective as of the Effective Date. Entry of the Confirmation Order will constitute the Bankruptcy Court’s approval of the Reorganized Debtors’ foregoing assumption of each of the D&O Liability Insurance Policies. Notwithstanding anything to the contrary

contained in the Plan, confirmation of the Plan shall not discharge, impair or otherwise modify any advancement, indemnity or other obligations of the D&O Liability Insurance Policies.

In addition, after the Effective Date, none of the Reorganized Debtors shall terminate or otherwise reduce the coverage under any of the D&O Liability Insurance Policies with respect to conduct occurring prior thereto, and all directors and officers of the Debtors who served in such capacity at any time prior to the Effective Date shall be entitled from the insurers to the full benefits of any such policy for the full term of such policy regardless of whether such directors and officers remain in such positions after the Effective Date.

**(d) Certain Indemnification Obligations**

Each Indemnification Obligation to a director, officer, manager or employee who was employed by any of the Debtors in such capacity on the Effective Date or immediately prior thereto shall be deemed assumed effective as of the Effective Date; *provided* that any Indemnification Obligation contained in an Employee Agreement that is rejected pursuant to Section 9.4 shall also be deemed rejected. Each Indemnification Obligation that is deemed assumed pursuant to the Plan shall (i) remain in full force and effect, (ii) not be modified, reduced, discharged, impaired or otherwise affected in any way, (iii) be deemed and treated as an executory contract pursuant to sections 365 and 1123 of the Bankruptcy Code regardless of whether or not Proofs of Claim have been filed with respect to such obligations and (iv) survive Unimpaired and unaffected irrespective of whether such indemnification is owed for an act or event occurring before or after the Petition Date.

Notwithstanding anything contained in the Plan, the Reorganized Debtors, in their sole discretion, may (but have no obligation to) honor each Indemnification Obligation to a director, officer, manager or employee that was no longer employed by any of the Debtors in such capacity on or immediately prior to the Effective Date, unless such obligation (i) shall have been previously rejected by the Debtors by Final Order of the Bankruptcy Court, (ii) is the subject of a motion to reject pending on or before the Confirmation Date, (iii) is listed on Schedule 9.2(b) or (iv) is otherwise expressly rejected pursuant to the terms of the Plan or any Notice of Intent to Assume or Reject; *provided* that, for each such director, officer, manager or employee, the Reorganized Debtors shall be permitted to honor Indemnification Obligations only to the extent of available coverage under the applicable D&O Liability Insurance Policy (and payable from the proceeds of such D&O Liability Insurance Policies).

**(e) Peabody Contracts**

Subject to the terms of the first paragraph of this Section 9.3, each contract and agreement entered into by and between the Debtors and Peabody prior to the Petition Date that the Debtors are obligated to assume pursuant to the Peabody Settlement, all of which contracts and agreements are deemed executory pursuant to the terms of the Peabody Settlement, shall be deemed assumed effective as of the Effective Date with a Cure of zero dollars.

## **Section 9.4 Other Categories of Agreements and Policies**

### **(a) Employee Agreements**

Pursuant to sections 365 and 1123 of the Bankruptcy Code, each Employee Agreement entered into before the Petition Date shall be deemed rejected effective as of the Effective Date, except for any Employee Agreement (i) that has been assumed or rejected pursuant to an order of the Bankruptcy Court entered prior to the Effective Date, (ii) that is the subject of a motion to assume or reject pending on the Confirmation Date, (iii) that is listed on Schedule 9.2(a) or 9.2(b) of the Plan, (iv) that is otherwise expressly assumed or rejected pursuant to the terms of the Plan or (v) as to which a Treatment Objection has been filed and properly served by the Treatment Objection Deadline. The assumption by the Debtors or the Reorganized Debtors or the agreement of the Debtors or the Reorganized Debtors to assume any Employee Agreement will not entitle any Person to any contractual right to any benefit or alleged entitlement under any of the Debtors' policies, programs or plans, except as to such individual and as expressly set forth in such Employee Agreement.

### **(b) Employee Benefits**

As of the Effective Date, except for Employee Agreements, and unless specifically listed on Schedule 9.2(a) or 9.2(b) or rejected or otherwise addressed by an order of the Bankruptcy Court (including, without limitation, by virtue of the Debtors having been granted the authority to terminate any such plan, policy, program or agreement or the Bankruptcy Court determining that the Debtors cannot successfully reorganize absent such termination), the Debtors and the Reorganized Debtors, in their sole discretion, may (but have no obligation to) honor, in the ordinary course of business, the Debtors' written contracts, agreements, policies, programs and plans for, among other things, compensation, reimbursement, health care benefits, disability benefits, deferred compensation benefits, travel benefits (including retiree travel benefits), vacation and sick leave benefits, savings, severance benefits, retirement benefits, welfare benefits, relocation programs, life insurance and accidental death and dismemberment insurance, including written contracts, agreements, policies, programs and plans for bonuses and other incentives or compensation for the directors, officers and employees of any of the Debtors who served in such capacity at any time. To the extent that the above-listed contracts, agreements, policies, programs and plans are executory contracts, pursuant to sections 365 and 1123 of the Bankruptcy Code, unless a Treatment Objection is timely filed and properly served, each of them will be deemed assumed (as modified or terminated) as of the Effective Date with a Cure of zero dollars. However, notwithstanding anything else herein, the assumed plans shall be subject to modification in accordance with the terms thereof at the discretion of the Reorganized Debtors.

## **Section 9.5 Assumption and Rejection Procedures and Resolution of Treatment Objections**

### **(a) Proposed Assumptions**

(i) As to any executory contract or unexpired lease to be assumed pursuant to any provision of the Plan or any Notice of Intent to Assume or Reject, unless an Assumption Party files and properly serves a Treatment Objection by the Treatment Objection Deadline, such executory contract or unexpired lease shall be deemed assumed and, if applicable, assigned as of the Assumption Effective Date proposed by the Debtors or Reorganized Debtors, without any further notice to or action by the Bankruptcy Court, and any obligation the Debtors or Reorganized Debtors may have to such Assumption Party with respect to such executory contract or unexpired lease under section 365(b) of the Bankruptcy Code shall be deemed fully satisfied by the Proposed Cure, if any, which shall be the Cure.

(ii) Any objection to the assumption or assignment of an executory contract or unexpired lease that is not timely filed and properly served shall be denied automatically and with prejudice (without the need for any objection by the Debtors or the Reorganized Debtors and without any further notice to or action, order or approval by the Bankruptcy Court), and any Claim relating to such assumption or assignment shall be forever barred from assertion and shall not be enforceable against any Debtor or Reorganized Debtor or their respective Estates or properties without the need for any objection by the Debtors or the Reorganized Debtors and without any further notice to or action, order or approval by the Bankruptcy Court, and any obligation the Debtors or the Reorganized Debtors may have under section 365(b) of the Bankruptcy Code (over and above any Proposed Cure) shall be deemed fully satisfied, released and discharged, notwithstanding any amount or information included in the Schedules or any Proof of Claim.

### **(b) Proposed Rejections**

(i) As to any executory contract or unexpired lease to be rejected pursuant to any provision of the Plan or any Notice of Intent to Assume or Reject, unless a Rejection Party files and properly serves a Treatment Objection by the Treatment Objection Deadline, such executory contract or unexpired lease shall be deemed rejected as of the Rejection Effective Date proposed by the Debtors or Reorganized Debtors without any further notice to or action by the Bankruptcy Court.

(ii) Any objection to the rejection of an executory contract or unexpired lease that is not timely filed and properly served shall be deemed denied automatically and with prejudice (without the need for any objection by the Debtors or the Reorganized Debtors and without any further notice to or action, order or approval by the Bankruptcy Court).

**(c) Resolution of Treatment Objections**

(i) On and after the Effective Date, the Reorganized Debtors may, in their sole discretion, settle Treatment Objections without any further notice to or action by the Bankruptcy Court or any other party (including by paying any agreed Cure amounts).

(ii) For each executory contract or unexpired lease as to which a Treatment Objection is timely filed and properly served and that is not otherwise resolved by the parties after a reasonable period of time, the Debtors, in consultation with the Bankruptcy Court, shall schedule a hearing on such Treatment Objection and provide at least 21 calendar days' notice of such hearing to the relevant Assumption Party or Rejection Party. Unless the Bankruptcy Court expressly orders or the parties agree otherwise, any assumption or rejection approved by the Bankruptcy Court notwithstanding a Treatment Objection shall be effective as of the Assumption Effective Date or Rejection Effective Date originally proposed by the Debtors or specified in the Plan.

(iii) Any Cure shall be paid as soon as reasonably practicable following the entry of a Final Order resolving an assumption dispute and/or approving an assumption (and, if applicable, assignment), unless the Debtors or Reorganized Debtors file a Notice of Intent to Assume or Reject under Section 9.5(d).

(iv) No Cure shall be allowed for a penalty rate or default rate of interest, each to the extent not proper under the Bankruptcy Code or applicable law.

**(d) Reservation of Rights**

If a Treatment Objection is filed regarding any executory contract or unexpired lease sought to be assumed or rejected by any of the Reorganized Debtors, the Reorganized Debtors reserve the right (i) to seek to assume or reject such agreement at any time before the assumption, rejection or assignment of, or Cure for, such agreement is determined by Final Order and (ii) to the extent a Final Order is entered resolving a dispute as to Cure or the permissibility of assignment (but not approving the assumption of the executory contract or unexpired lease sought to be assumed), to seek to reject such agreement within 14 calendar days after the date of such Final Order, in each case by filing with the Bankruptcy Court and serving upon the applicable Assumption Party or Rejection Party, as the case may be, a Notice of Intent to Assume or Reject.

**Section 9.6 Rejection Claims**

Any Rejection Claim must be filed with the Claims Agent by the Rejection Bar Date. Any Rejection Claim for which a Proof of Claim is not properly filed and served by the Rejection Bar Date shall be forever barred and shall not be enforceable against the Debtors, the Reorganized Debtors or their respective Estates or properties. The Debtors or the Reorganized Debtors may contest any Rejection Claim in accordance with Section 8.1 of the Plan.

### **Section 9.7 Assignment**

To the extent provided under the Bankruptcy Code or other applicable law, any executory contract or unexpired lease transferred and assigned pursuant to the Plan shall remain in full force and effect for the benefit of the transferee or assignee in accordance with its terms, notwithstanding any provision in such executory contract or unexpired lease (including those of the type described in section 365(b)(2) of the Bankruptcy Code) that prohibits, restricts or conditions such transfer or assignment. To the extent provided under the Bankruptcy Code or other applicable law, any provision that prohibits, restricts or conditions the assignment or transfer of any such executory contract or unexpired lease or that terminates or modifies such executory contract or unexpired lease or allows the counterparty to such executory contract or unexpired lease to terminate, modify, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon any such transfer and assignment constitutes an unenforceable anti-assignment provision and is void and of no force or effect. Any assignment by the Reorganized Debtors of an executory contract or unexpired lease after the Effective Date shall be governed by the terms of the executory contract or unexpired lease and applicable non-bankruptcy law.

### **Section 9.8 Approval of Assumption, Rejection, Retention or Assignment of Executory Contracts and Unexpired Leases**

(a) Entry of the Confirmation Order by the Bankruptcy Court shall, subject to the occurrence of the Effective Date, constitute approval of the rejections, retentions, assumptions and/or assignments contemplated by the Plan pursuant to sections 365 and 1123 of the Bankruptcy Code. Each executory contract and unexpired lease that is assumed (and/or assigned) pursuant to the Plan, shall vest in and be fully enforceable by the applicable Reorganized Debtor in accordance with its terms as of the applicable Assumption Effective Date, except as modified by the provisions of the Plan, any order of the Bankruptcy Court authorizing or providing for its assumption (and/or assignment), or applicable federal law.

(b) The provisions (if any) of each executory contract or unexpired lease assumed and/or assigned pursuant to the Plan that are or may be in default shall be deemed satisfied in full by the Cure, or by an agreed-upon waiver of the Cure. Upon payment in full of the Cure, any and all Proofs of Claim based upon an executory contract or unexpired lease that has been assumed in the Chapter 11 Cases or under the terms of the Plan shall be deemed disallowed and expunged with no further action required of any party or order of the Bankruptcy Court.

(c) Confirmation of the Plan and consummation of the Restructuring Transactions shall not constitute a change of control under any executory contract or unexpired lease assumed by the Debtors on or prior to the Effective Date.

### **Section 9.9 Modifications, Amendments, Supplements, Restatements or Other Agreements**

Unless otherwise provided by the Plan or by separate order of the Bankruptcy Court, each executory contract and unexpired lease that is assumed, whether or not such executory contract or unexpired lease relates to the use, acquisition or occupancy of real property, shall include (i) all modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such executory contract or unexpired lease and (ii) all executory contracts or unexpired leases appurtenant to the premises, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, powers, uses, reciprocal easement agreements and any other interests in real estate or rights in remedy related to such premises, unless any of the foregoing agreements has been or is rejected pursuant to an order of the Bankruptcy Court or is otherwise rejected as part of the Plan.

Modifications, amendments, supplements and restatements to prepetition executory contracts and unexpired leases that have been executed by the Debtors during the Chapter 11 Cases and actions taken in accordance therewith (i) do not alter in any way the prepetition nature of the executory contracts and unexpired leases, or the validity, priority or amount of any Claims against the Debtors that may arise under the same, (ii) are not and do not create postpetition contracts or leases, (iii) do not elevate to administrative expense priority any Claims of the counterparties to the executory contracts and unexpired leases against any of the Debtors and (iv) do not entitle any entity to a Claim under any section of the Bankruptcy Code on account of the difference between the terms of any prepetition executory contracts or unexpired leases and subsequent modifications, amendments, supplements or restatements.

## **ARTICLE 10**

### **PROVISIONS REGARDING CORPORATE GOVERNANCE OF THE REORGANIZED DEBTORS**

#### **Section 10.1 Corporate Action**

(a) On and after the Effective Date, the adoption, filing, approval and ratification, as necessary, of all corporate or related actions contemplated hereby for each of the Reorganized Debtors, including the Restructuring Transactions, shall be deemed authorized and approved in all respects. Without limiting the foregoing, such actions may include: (i) the adoption and filing of the New Certificate of Incorporation, (ii) the adoption and filing of the Reorganized Subsidiary Debtors' Certificates of Incorporation, (iii) the approval of the New Bylaws, (iv) the approval of the Reorganized Subsidiary Debtors' Bylaws, (v) the election or appointment, as the case may be, of directors and officers for the Reorganized Debtors, (vi) the issuance of the Rights Offering Notes, the Rights Offering Warrants and the New Common Stock, (vii) the Restructuring Transactions to be effectuated pursuant to the Plan and (viii) the qualification of any of the Reorganized Debtors as foreign corporations if and wherever the conduct of business by such entities requires such qualification.

(b) All matters provided for herein involving the corporate structure of any Debtor or any Reorganized Debtor, or any corporate action required by any Debtor or any Reorganized Debtor in connection with the Plan, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders or directors of such Debtor or Reorganized Debtor or by any other stakeholder.

(c) On or after the Effective Date, the appropriate officers of each Reorganized Debtor and members of the board of directors, board of managers or equivalent body of each Reorganized Debtor are authorized and directed to issue, execute, deliver, file and record any and all agreements, documents, securities, deeds, bills of sale, conveyances, releases and instruments contemplated by the Plan in the name of and on behalf of such Reorganized Debtor and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan.

### **Section 10.2 Certificates of Incorporation and Bylaws**

(a) The New Certificate of Incorporation and the New Bylaws shall be amended or deemed amended as may be required to be consistent with the provisions of the Plan and the Bankruptcy Code. The New Certificate of Incorporation will be amended or deemed amended to, among other purposes, (i) authorize the New Common Stock, (ii) pursuant to section 1123(a)(6) of the Bankruptcy Code, add a provision prohibiting the issuance of non-voting equity securities to the extent required by section 1123(a)(6) of the Bankruptcy Code and (iii) add restrictions on holders' ability to transfer New Common Stock and other New Securities designed to ensure that the number of holders of such securities does not exceed the threshold at which Reorganized Patriot Coal would be required to become a reporting company under the Exchange Act; *provided* that such restrictions shall no longer be applicable in the event that the Reorganized Patriot Coal makes a public offering of its securities within the meaning of the Securities Act or the Backstop Parties exercise their demand registration rights under the Registration Rights Agreement. After the Effective Date, the Reorganized Debtors may amend and restate their Certificates of Incorporation, organizational documents or other analogous documents as permitted by applicable law.

(b) Subject to the Restructuring Transactions, the Reorganized Subsidiary Debtors' Bylaws in effect before the Effective Date shall remain in effect after the Effective Date. After the Effective Date, any of the Reorganized Debtors may file amended and restated certificates of incorporation (or other formation documents, if applicable) with the Secretary of State in any appropriate jurisdiction.

### **Section 10.3 Directors and Officers of the Reorganized Debtors**

(a) Subject to the Restructuring Transactions, on the Effective Date, the management, control and operation of each Reorganized Debtor shall become the general responsibility of the board of directors of such Reorganized Debtor or other governing body as provided in the applicable governing documents.

(b) On the Effective Date, the term of the members of the Board shall expire and such members shall be replaced by the New Board. The classification and composition of the New Board shall be consistent with the New Certificate of Incorporation and the New Bylaws. In the Plan Supplement, to the extent known, the Debtors will disclose pursuant to section 1129(a)(5) of the Bankruptcy Code, the identity and affiliations of the Persons proposed to serve on the New Board. The New Board members shall serve from and after the Effective Date in accordance with applicable non-bankruptcy law and the terms of the New Certificate of Incorporation and the New Bylaws.

(c) Subject to the Restructuring Transactions, and except as specified in the Plan Supplement, the members of the boards of directors of the Subsidiary Debtors before the Effective Date shall continue to serve in their current capacities after the Effective Date. The classification and composition of the boards of directors of the Reorganized Subsidiary Debtors shall be consistent with the Reorganized Subsidiary Debtors' Certificates of Incorporation and Reorganized Subsidiary Debtors' Bylaws. Each such director shall serve from and after the Effective Date in accordance with applicable non-bankruptcy law and the terms of the relevant Reorganized Debtor's constituent documents.

(d) Subject to the Restructuring Transactions and any requirement of Bankruptcy Court approval pursuant to section 1129(a)(5) of the Bankruptcy Code, and except as otherwise specified in the Plan Supplement, the principal officers of each Debtor immediately before the Effective Date will be the officers of such Reorganized Debtor as of the Effective Date. Each such officer shall serve from and after the Effective Date in accordance with applicable non-bankruptcy law and the terms of such Reorganized Debtor's constituent documents.

## **ARTICLE 11**

### **EFFECT OF CONFIRMATION**

#### **Section 11.1 Vesting of Assets**

Except as otherwise provided herein or in the Confirmation Order, upon the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, all property (including all interests, rights and privileges related thereto) of each of the Debtors shall vest in each of the respective Reorganized Debtors free and clear of all Claims, Liens, encumbrances, charges and other interests. All Liens, Claims, encumbrances, charges and other interests shall be deemed fully released and discharged as of the Effective Date, except as otherwise provided in the Plan or the Confirmation Order. Except as otherwise provided in the Plan or the Confirmation Order, as of the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire and dispose of property and settle and compromise Claims and Interests without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules and in all respects as if there were no pending cases under any chapter or provision of the Bankruptcy Code.

### **Section 11.2 Release of Liens**

Except as otherwise provided herein or in any contract, instrument, release or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and, in the case of a Secured Claim, satisfaction in full of the portion of the Secured Claim that is Allowed as of the Effective Date, all mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall be fully released, settled, discharged and compromised and all rights, titles and interests of any holder of such mortgages, deeds of trust, Liens, pledges or other security interests against any property of the Estates shall revert to the Reorganized Debtors and their successors and assigns. The Reorganized Debtors shall be authorized to file any necessary or desirable documents to evidence such release in the name of the party secured by such pre-Effective Date mortgages, deeds of trust, Liens, pledges or other security interests.

### **Section 11.3 Releases and Discharges**

The releases and discharges of Claims and Causes of Action described in the Plan, including releases by the Debtors and by holders of Claims, constitute good faith compromises and settlements of the matters covered thereby and are consensual. Such compromises and settlements are made in exchange for consideration and are in the best interest of holders of Claims, are fair, equitable, reasonable and are integral elements of the resolution of the Chapter 11 Cases in accordance with the Plan. Each of the discharge, release, indemnification and exculpation provisions set forth in the Plan, including, without limitation, those set forth in the UMWA Settlement, the UMWA Settlement Order, the Non-Union Retiree Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement and the Peabody Settlement Order, each of which are incorporated herein by reference, (a) is within the jurisdiction of the Bankruptcy Court under sections 1334(a), 1334(b) and 1334(e) of title 28 of the United States Code, (b) is an essential means of implementing the Plan, (c) is an integral and non-severable element of the transactions incorporated into the Plan, (d) confers a material benefit on, and is in the best interests of, the Debtors, their Estates and their Creditors, (e) is important to the overall objectives of the Plan to finally resolve all Claims among or against the parties-in-interest in the Chapter 11 Cases with respect to the Debtors, (f) is fair, equitable and reasonable and in exchange for good and valuable consideration and (g) is consistent with sections 105, 1123, 1129 and other applicable provisions of the Bankruptcy Code. Nothing in the Plan shall be deemed to impair, extinguish or negatively impact any Charging Lien.

### **Section 11.4 Discharge and Injunction**

**(a) Except as otherwise specifically provided in the Plan, the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, the rights afforded in the Plan and the payments and distributions to be made hereunder shall discharge all existing debts and Claims, and shall terminate all Interests of any kind, nature or description whatsoever against or in the Debtors or any of their assets or properties to the fullest extent permitted by section 1141 of the Bankruptcy Code. Except**

as otherwise specifically provided in the Plan, the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, upon the Effective Date, all existing Claims against the Debtors and Interests in the Debtors shall be, and shall be deemed to be, discharged and terminated, and all holders of Claims and Interests (and all representatives, trustees or agents on behalf of each holder) shall be precluded and enjoined from asserting against the Reorganized Debtors, their successors or assignees, or any of their assets or properties, any other or further Claim or Interest based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder has filed a Proof of Claim and whether or not the facts or legal bases therefore were known or existed prior to the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims against, liabilities of and Interests in the Debtors, subject to the occurrence of the Effective Date.

(b) Upon the Effective Date and in consideration of the distributions to be made hereunder, except as otherwise specifically provided in the Plan, the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, each holder (as well as any representatives, trustees or agents on behalf of each holder) of a Claim or Interest and any Affiliate of such holder shall be deemed to have forever waived, released and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights and liabilities that arose prior to the Effective Date. Upon the Effective Date, all such persons shall be forever precluded and enjoined, pursuant to section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against, or terminated Interest in, the Debtors.

(c) Except as otherwise specifically provided in the Plan, the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, all persons or entities who have held, hold or may hold Claims or Interests and all other parties in interest, along with their respective present or former employees, agents, officers, directors, principals, representatives and Affiliates, are permanently enjoined, from and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind with respect to any such Claim (including, without limitation, a Section 510(b) Claim) or Interest against the Debtors, the Reorganized Debtors or property of any Debtors or Reorganized Debtors, other than to enforce any right to a distribution pursuant to the Plan, (ii) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Debtors, the Reorganized Debtors or property of any Debtors or Reorganized Debtors, other than to enforce any right to a distribution pursuant to the Plan, (iii) creating, perfecting or enforcing any Lien or encumbrance of any kind against the Debtors or Reorganized Debtors or against the property or interests in property of the Debtors or Reorganized Debtors other than to enforce any right to a distribution pursuant to the Plan or (iv) asserting any right of set-off, subrogation or recoupment of any kind against any obligation due from the Debtors or Reorganized Debtors or against the property or

interests in property of the Debtors or Reorganized Debtors, with respect to any such Claim or Interest. Such injunction shall extend to any successors or assignees of the Debtors and Reorganized Debtors and their respective properties and interest in properties.

(d) Nothing in the Plan or the Confirmation Order releases, discharges, precludes, exculpates, or enjoins the enforcement of: (i) any liability or obligation to, or any Claim or cause of action by, a Governmental Unit under any applicable Environmental Law to which any Entity is subject as and to the extent that they are the owner, lessee, controller, or operator of real property or a mining operation after the Effective Date (whether or not such liability, obligation, Claim or cause of action is based in whole or part on acts or omission prior to the Confirmation Date); (ii) any liability to a Governmental Unit under any applicable Police or Regulatory Law that is not a Claim; (iii) the Debtors' and Reorganized Debtors' obligations under (1) the Consent Decree in *United States v. Patriot Coal et al.*, 2:09cv0099 (S.D. W.Va.), (2) the settlement and consent order (including subsequent modifications) entered in *Mandirola v. Hobet Mining, LLC and Catenary Coal Co., LLC*, Case Nos. 07-C-03 & 10-C-96 (W. Va. Cir. Ct. Boone County), (3) the settlement and consent order (including subsequent modifications) entered in *Mandirola v. Apogee Coal Co., LLC*, Case No. 10-C-144 (W. Va. Cir. Ct. Logan County), (4) the consent decree and court orders in *Ohio Valley Environmental Coalition, Inc. v. Hobet Mining, LLC, et al.*, Case Nos. 3:07-cv-00413, 3:08-cv-00088, and 3:09-cv-01167 (S.D. W.Va.), and (5) the consent decree in *Ohio Valley Environmental Coalition, Inc. v. Patriot Coal Corp., et al.*, Case No. 3:11-cv-00115 (S.D. W. Va.); (iv) any Claim of a Governmental Unit under any applicable Police or Regulatory Law arising on or after the Confirmation Date; (v) any liability to a Governmental Unit on the part of any Person or Entity other than the Debtors or Reorganized Debtors; (vi) any liability to a Governmental Unit under the Mine Act, any state mine safety law or the BLBA; or (vii) any valid right of setoff or recoupment by any Governmental Unit. Nothing in this Plan or any Confirmation Order shall enjoin or otherwise bar any Governmental Unit from asserting or enforcing, outside this Court, any liability described in the preceding sentence.

(e) For the avoidance of doubt, nothing in the Plan or the Confirmation Order, or any documents incorporated by reference herein, including, without limitation, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, is to be construed as (i) (a) releasing, discharging, precluding, waiving or enjoining the liability of the Reorganized Debtors or any third party to the UMWA 1974 Pension Plan, the UMWA 1992 Benefit Plan or the UMWA Combined Benefit Fund (collectively, the "UMWA Plans"), if any, on account of any claim by or on behalf of the UMWA Plans, if any, (b) releasing, discharging, precluding, waiving or enjoining the liability of any third party to the UMWA 2012 Retiree Bonus Account Trust or the UMWA 1993 Benefit Plan (collectively, the "Other UMWA Plans"), if any, on account of any claim by or on behalf of the Other UMWA Plans, or (c) releasing, discharging, precluding, waiving or enjoining the liability of the Reorganized Debtors to the Other UMWA Plans, if any, on account of any claim by or on behalf of the Other UMWA Plans, solely, in the case of this subclause (c), to the extent arising on or after

the Effective Date; or (ii) affecting the rights and defenses of any party with respect to any such Claim. It being understood that this provision shall not apply with respect to any Causes of Action of the Debtors or the Reorganized Debtors against Arch or Peabody that are released under the Arch Settlement Order or the Peabody Settlement Order, as applicable, or the Arch Settlement or the Peabody Settlement, as applicable.

(f) Nothing in this Plan (including, without limitation, this Section 11.4) or the Confirmation Order, shall (i) release, waive, or discharge the Potential LRPB Claims or (ii) preclude the LRPB Lessors from prosecuting the Potential LRPB Claims against the Reorganized Debtors and/or any other person or entity to the fullest extent permitted by applicable law from and after the Effective Date. Nothing in this Plan or the Confirmation Order or any other order or decree entered into after November 1, 2013 shall be deemed to impair, bar or estop the LRPB Lessors from exercising their rights (i) available pursuant to applicable law or (ii) set forth in the LRPB Lease, in each case from and after the Effective Date.

(g) Nothing in the Plan or Confirmation Order, or any documents incorporated by reference herein, including, without limitation, the Peabody Settlement and the Peabody Settlement Order, limits or in any way affects (i) the liability of the Debtors, the Reorganized Debtors, or any third party to successful claimants or the DOL under the BLBA, (ii) the DOL's power to administer the Mine Act or the BLBA, including, without limitation, the authority to determine whether and under what conditions the Debtors, the Reorganized Debtors, or any third party shall be authorized to self-insure their BLBA liabilities and the form and amount of security necessary to secure those liabilities, or (iii) the liability of, or right of action against, any non-Debtor for any Claim under ERISA by a Governmental Unit.

#### **Section 11.5 Term of Injunction or Stays**

Unless otherwise provided herein, any injunction or stay arising under or entered during the Chapter 11 Cases under section 105 or 362 of the Bankruptcy Code or otherwise that is in existence on the Confirmation Date shall remain in full force and effect until the later of the Effective Date and the date indicated in the order providing for such injunction or stay.

#### **Section 11.6 Exculpation**

Pursuant to the Plan, and except as otherwise specifically provided in the Plan, the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, none of the Exculpated Parties shall have or incur any liability to any holder of a Claim, Cause of Action or Interest for any act or omission in connection with, related to or arising out of, the Chapter 11 Cases, the negotiation of any settlement or, agreement, contract, instrument, release or document created or entered into in connection with the Plan or in the Chapter 11 Cases (including the Plan Supplement, the Rights Offerings, the

**Backstop Rights Purchase Agreement, the Rights Offerings Procedures, the DIP Facilities, the UMWA Settlement, the Non-Union Retiree Settlement Order (including the termination of life insurance benefits in accordance with paragraph 10 thereof), the Arch Settlement, the Peabody Settlement and, in each case, any documents related thereto), the pursuit of confirmation of the Plan, the consummation of the Plan, the preparation and distribution of the Disclosure Statement, the offer, issuance and distribution of any securities issued or to be issued under or in connection with the Plan, including pursuant to the Rights Offerings and the Backstop Rights Purchase Agreement, the Backstop Fees, the Backstop Expense Reimbursement, any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors or the administration of the Plan or the property to be distributed under the Plan, except for any act or omission that is determined in a Final Order to have constituted willful misconduct (including, without limitation, actual fraud) or gross negligence. Each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan.**

#### **Section 11.7 Release by the Debtors**

**Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan (including Section 11.12 of the Plan), the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, on and after the Effective Date, for good and valuable consideration, including their cooperation and contributions to these Chapter 11 Cases, the Released Parties shall be deemed released and discharged by the Debtors, the Reorganized Debtors and their Estates from any and all Claims, obligations, debts, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted on behalf of the Debtors, their Estates and/or the Reorganized Debtors, whether known or unknown, foreseen or unforeseen, asserted or unasserted, existing or hereinafter arising, in law, equity or otherwise, whether for tort, fraud, contract, violations of federal or state laws, or otherwise, including those Causes of Action based on avoidance liability under federal or state laws, veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability or otherwise that the Debtors, the Reorganized Debtors, their estates or their affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim or Interest or other entity or that any holder of a Claim or Interest or other entity would have been legally entitled to assert for or on behalf of the Debtors, their estates or the Reorganized Debtors, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party excluding any assumed executory contract or lease, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement, the DIP Facilities, the Loan Documents (as defined in the**

Prepetition Credit Agreement), the Exit Credit Facilities Documents, the Rights Offerings, the Backstop Rights Purchase Agreement, the Rights Offerings Procedures, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement, the Peabody Settlement Order or, in each case, related agreements, instruments or other documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a Final Order to have constituted willful misconduct (including, without limitation, actual fraud) or gross negligence; *provided, however*, that if any Released Party directly or indirectly brings or asserts any Claim or Cause of Action that has been released or is contemplated to be released pursuant to the Plan in any way arising out of or related to any document or transaction that was in existence prior to the Effective Date against the Debtors or the Reorganized Debtors, or any of their respective Affiliates, officers, directors, members, employees, advisors, actuaries, attorneys, financial advisors, investment bankers, professionals or agents, in each case, solely in their capacity as such, then the release set forth in this Section 11.7 shall automatically and retroactively be null and void *ab initio* with respect to such Released Party bringing or asserting such Claim or Cause of Action; *provided further* that the immediately preceding proviso shall not apply to (i) any action by a Released Party in the Bankruptcy Court (or any other court determined to have competent jurisdiction), including any appeal therefrom, to prosecute the amount, priority or secured status of any prepetition or ordinary course administrative Claim against the Debtors, (ii) any release or indemnification provided for in any settlement or granted under any other court order, including, without limitation, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, (iii) any action by a Released Party to enforce such Released Party's rights against the Debtors and/or the Reorganized Debtors under the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, or (iv) any action by the DIP Agents or DIP Lenders to enforce their rights under the DIP Facilities relating to Contingent DIP Obligations or any Approved Second Out DIP L/C Arrangement, in which case of (i) through (iv), however, the Debtors shall retain all defenses related to any such action.

#### **Section 11.8 Voluntary Releases by the Holders of Claims and Interests**

Except as otherwise specifically provided in the Plan, the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, on and after the Effective Date, for good and valuable consideration, holders of Claims that (i) are deemed to have accepted the Plan or (ii) (a) vote to accept or reject the Plan and (b) do not elect (as permitted on the Ballots) to opt out of the releases contained in this paragraph shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever, released and discharged the Released Parties from any and all claims, equity interests, obligations, debts, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims asserted on behalf of the Debtors, the Debtors'

**Estates and/or the Reorganized Debtors, whether known or unknown, foreseen or unforeseen, asserted or unasserted, existing or hereinafter arising, in law, equity or otherwise, whether for tort, fraud, contract, violations of federal or state laws, or otherwise, including those Causes of Action based on avoidance liability under federal or state laws, veil piercing or alter-ego theories of liability, contribution, indemnification, joint liability or otherwise that such entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Reorganized Debtors, the restructuring, the Chapter 11 Cases, the DIP Facilities, the Loan Documents (as defined in the Prepetition Credit Agreement), the UMWA Settlement, the UMWA Settlement Order, the Non-Union Retiree Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement, the Peabody Settlement Order, the purchase, sale or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party excluding any assumed executory contract or lease, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation or preparation of the Plan, the Disclosure Statement, the Plan Supplement, the Rights Offerings, the Exit Credit Facilities Documents, the Backstop Rights Purchase Agreement, the Rights Offerings Procedures, or, in each case, related agreements, instruments or other documents, or upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that is determined in a Final Order to have constituted willful misconduct (including, without limitation, actual fraud) or gross negligence; *provided* that any holder of a Claim that elects to opt out of the releases contained in this paragraph shall not receive the benefit of the releases set forth in this paragraph (even if for any reason otherwise entitled); *provided, further*, that no Governmental Unit shall be deemed to have given the foregoing release.**

### **Section 11.9 Injunction**

**Except as otherwise specifically provided in the Plan, the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, all Entities who have held, hold or may hold claims, interests, Causes of Action or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to Section 11.7 hereof; (3) have been released pursuant to Section 11.8 hereof; (4) have been released or are contemplated to be released pursuant to the UMWA Settlement, the UMWA Settlement Order, the Non-Union Retiree Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, (5) are subject to exculpation pursuant to Section 11.6 hereof, including exculpated claims (but only to the extent of the exculpation provided in Section 11.6 hereof); or (6) are otherwise stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from: (a) commencing or continuing in any manner any action or other proceeding of any kind,**

whether directly, derivatively or otherwise, including on account of any claims, interests, Causes of Action or liabilities that have been compromised or settled against the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of or in connection with or with respect to any released, settled, compromised, or exculpated claims, interests, Causes of Action or liabilities; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property of the Debtors or the Estates, the Reorganized Debtors, or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims, interests, Causes of Action, or liabilities; (c) creating, perfecting or enforcing any lien, claim, or encumbrance of any kind against the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property of the Debtors or the Estates, the Reorganized Debtors, or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims, interests, Causes of Action, or liabilities; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property of the Debtors or the Estates, the Reorganized Debtors, or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims, interests, Causes of Action or liabilities unless such holder has filed a timely proof of claim with the Bankruptcy Court preserving such right of setoff pursuant to section 553 of the Bankruptcy Code or otherwise; and (e) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors, the Reorganized Debtors, or any Entity so released or exculpated (or the property of the Debtors or the Estates, the Reorganized Debtors, or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated claims, interests, Causes of Action, or liabilities released, settled or compromised pursuant to the Plan; *provided* that nothing contained herein shall preclude an Entity from obtaining benefits directly and expressly provided to such Entity pursuant to the terms of the Plan; *provided*, further, that nothing contained herein shall be construed to prevent any Entity from defending against claims objections or collection actions whether by asserting a right of setoff or otherwise to the extent permitted by law.

#### **Section 11.10 Set-off and Recoupment**

The Debtors and the Reorganized Debtors may, but shall not be required to, set off or recoup against any Claim and any distribution to be made on account of such Claim, any and all claims, rights and Causes of Action of any nature that the Debtors may have against the holder of such Claim pursuant to the Bankruptcy Code or applicable non-bankruptcy law; *provided, however*, that neither the failure to effect such a set-off or recoupment nor the allowance of any Claim hereunder shall constitute a waiver, abandonment or release by the Debtors or the Reorganized Debtors of any such claims,

**rights and Causes of Action that the Debtors or the Reorganized Debtors may have against the holder of such Claim.**

#### **Section 11.11 Avoidance Actions**

On the Effective Date, the Reorganized Debtors shall be deemed to waive and release all Avoidance Actions; *provided* that, except as expressly provided in this Article 11, the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, the Reorganized Debtors shall retain the right to assert any Avoidance Actions as defenses or counterclaims in any Cause of Action brought by any Creditor.

#### **Section 11.12 Preservation of Causes of Action**

(a) Except as expressly provided in this Article 11, the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights or Causes of Action that the Debtors, the Reorganized Debtors or the Estates may have or that the Reorganized Debtors may choose to assert on behalf of their respective Estates under any provision of the Bankruptcy Code or any applicable non-bankruptcy law, including, without limitation, (i) any and all Causes of Action or Claims against any person or entity, to the extent such person or entity asserts a crossclaim, counterclaim and/or claim for set-off that seeks affirmative relief against the Debtors, the Reorganized Debtors, their officers, directors or representatives or (ii) the turnover of any property of the Estates.

(b) Except as set forth in this Article 11, the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, nothing contained in the Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights or Causes of Action that the Debtors had immediately prior to the Petition Date or the Effective Date against or regarding any Claim left Unimpaired by the Plan. The Reorganized Debtors shall have, retain, reserve and be entitled to assert all such rights and Causes of Action as fully as if the Chapter 11 Cases had not been commenced, and all of the Reorganized Debtors' legal and equitable rights respecting any Claim left Unimpaired by the Plan may be asserted after the Confirmation Date to the same extent as if the Chapter 11 Cases had not been commenced.

(c) Except as set forth in this Article 11, the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, nothing contained in the Plan or the Confirmation Order shall be deemed to release any post-Effective Date obligations of any party under the Plan, or any document, instrument or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

### **Section 11.13 Compromise and Settlement of Claims and Controversies**

Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Causes of Action and controversies relating to the contractual, legal and subordination rights that a holder of a Claim may have relating to any Allowed Claim, or any distribution to be made on account of such an Allowed Claim. Pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the benefits provided under the Plan and as a mechanism to effect a fair distribution of value to the Debtors' constituencies, except as set forth in the Plan, the provisions of the Plan shall also constitute a good faith compromise of all Claims, Causes of Action and controversies by any Debtor against any other Debtor. In each case, the entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims or controversies and the Bankruptcy Court's finding that such compromise or settlement is in the best interests of the Debtors, their Estates and the holders of such Claims and is fair, equitable and reasonable. In accordance with the provisions of the Plan, pursuant to sections 363 and 1123 of the Bankruptcy Code and Bankruptcy Rule 9019(a), without any further notice or action, order or approval of the Bankruptcy Court, the Debtors may compromise and settle Claims against them and Causes of Action against other Entities, in their sole discretion, and after the Effective Date, such right shall pass to the Reorganized Debtors.

## **ARTICLE 12**

### **CONDITIONS PRECEDENT TO CONFIRMATION AND EFFECTIVENESS OF THE PLAN**

#### **Section 12.1 Conditions to Confirmation**

Confirmation of the Plan will not occur unless each of the following conditions has been satisfied or waived in accordance with Section 12.3 of the Plan:

- (a) The Confirmation Order shall be entered;
- (b) The Debtors shall have received a binding commitment for the Exit Credit Facilities; and
- (c) The Backstop Rights Purchase Agreement shall have been executed and the Backstop Approval Order shall have been entered.

#### **Section 12.2 Conditions to Effectiveness**

The following are conditions precedent to the occurrence of the Effective Date, each of which must be satisfied on or prior to the Effective Date, or waived in accordance with Section 12.3 of the Plan:

- (a) The Confirmation Order shall have been entered, and there shall not be a stay or injunction in effect with respect thereto;

(b) The Backstop Rights Purchase Agreement shall be in full force and effect and the transactions contemplated thereunder shall have been consummated and there shall not be a stay or injunction in effect with respect thereto;

(c) The Exit Credit Facilities Documents shall have been duly executed and delivered by the Reorganized Debtors parties thereto, and all conditions precedent to the consummation of the Exit Credit Facilities shall have been waived or satisfied in accordance with the terms thereof and the closing of the Exit Credit Facilities shall have occurred;

(d) The Voting Trust(s) shall have been formed;

(e) Each of the New CBAs, the MOU and the VFA shall be effective in accordance with the terms thereof;

(f) The Arch Settlement Order shall have been entered by the Bankruptcy Court;

(g) The Peabody Settlement Order shall have been entered by the Bankruptcy Court;

(h) All actions, documents and agreements necessary to implement the Plan shall have been effected or executed;

(i) The Debtors shall have received any authorizations, consents, regulatory approvals, rulings, letters, no-action letters, opinions or documents that are necessary to implement the Plan and that are required by law, regulation or order;

(j) Each of the New Certificate of Incorporation, the New Bylaws, the Reorganized Subsidiary Debtors' Certificates of Incorporation and the Reorganized Subsidiary Debtors' Bylaws, each in form and substance reasonably acceptable to the Backstop Parties, will be in full force and effect as of the Effective Date; and

(k) The Plan Documents shall have been executed and delivered by all of the parties thereto.

### **Section 12.3 Satisfaction and Waiver of Conditions to Effectiveness**

The Debtors may waive, at any time, (i) any of the conditions set forth in Section 12.2(a) through (c) hereof in consultation with the Creditors' Committee and with the consent of the DIP Agents and the Backstop Parties, (ii) the condition set forth in Section 12.2(d) hereof with the consent of the Backstop Parties and in consultation with the Creditors' Committee, (iii) any of the conditions set forth in Section 12.2(e) through (g) hereof with the consent of the Backstop Parties and in consultation with the DIP Agents and the Creditors' Committee and (iv) any of the conditions set forth in Section 12.2(h) through (k) in consultation with the DIP Agents, the Creditors' Committee and the Backstop Parties, in each case, without any notice to other parties-in-interest or the Bankruptcy Court and without any formal action other than proceeding to confirm and/or consummate the Plan. The failure to satisfy any condition before the Confirmation Date or the Effective Date may be asserted by the Debtors as a reason not to seek

Confirmation or declare an Effective Date, regardless of the circumstances giving rise to the failure of such condition to be satisfied (including any action or inaction by the Debtors, in their sole discretion). The failure of the Debtors, in their sole discretion, to exercise any of the foregoing rights shall not be deemed a waiver of any other rights and each such right shall be deemed an ongoing right, which may be asserted at any time.

**ARTICLE 13**  
**MODIFICATION, REVOCATION OR WITHDRAWAL OF THE PLAN**

**Section 13.1 Plan Modifications**

(a) Subject to certain restrictions and requirements set forth in section 1127(a) of the Bankruptcy Code and Bankruptcy Rule 3019, and those restrictions on modifications set forth in the Plan, the Debtors may alter, amend or modify the Plan, including the Plan Supplement, without additional disclosure pursuant to section 1125 of the Bankruptcy Code prior to the Confirmation Date; *provided, however*, that the Debtors shall consult with (i) the DIP Agents, the Creditors' Committee and the Backstop Parties with respect to any proposed alteration, amendment or modification of the Plan, (ii) Peabody, with respect to any proposed alteration, amendment or modification that relates to the Peabody Settlement or the Peabody Settlement Order, which may require Peabody's consent in accordance with the terms thereof and (iii) Arch, with respect to any proposed alteration, amendment or modification that relates to the Arch Settlement or the Arch Settlement Order, which may require Arch's consent in accordance with the terms thereof. After the Confirmation Date and before substantial consummation of the Plan, the Debtors may institute proceedings in the Bankruptcy Court pursuant to section 1127(b) of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistencies in the Plan, including the Plan Supplement, the Disclosure Statement or the Confirmation Order relating to such matters as may be necessary to carry out the purposes and effects of the Plan.

(b) Before the Effective Date, the Debtors may make appropriate adjustments and modifications to the Plan, including the Plan Supplement, without further order or approval of the Bankruptcy Court; *provided* that such adjustments and modifications do not materially and adversely affect the treatment of holders of Claims or Interests.

**Section 13.2 Revocation or Withdrawal of the Plan and Effects of Non-Occurrence of Confirmation or Effective Date**

The Debtors reserve the right to, after consulting with the Creditors' Committee, revoke, withdraw or delay consideration of the Plan before the Confirmation Date, either entirely or as to any one or more of the Debtors, and to file subsequent amended plans of reorganization. If the Plan is revoked, withdrawn or delayed as to fewer than all of the Debtors, such revocation, withdrawal or delay shall not affect the enforceability of the Plan as it relates to the Debtors for which the Plan is not revoked, withdrawn or delayed. If the Debtors revoke or withdraw the Plan in its entirety or if the Confirmation Date or the Effective Date does not occur, then, absent further order of the Bankruptcy Court, (a) the Plan shall be null and void in all respects, (b) any settlement or compromise not previously approved by Final Order of the Bankruptcy Court

embodied in the Plan (including the fixing or limiting to an amount certain any Claim or Interest or Class of Claims or Interests), assumption or rejection of executory contracts or leases effected by the Plan and any document or agreement executed pursuant hereto, shall be deemed null and void and (c) nothing contained in the Plan shall (1) constitute a waiver or release of any Claims by or against, or any Interests in, such Debtors or any other Person, (2) prejudice in any manner the rights of such Debtors or any other Person or (3) constitute an admission of any sort by the Debtors or any other Person.

If the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction over any request to extend the deadline for assuming or rejecting executory contracts or unexpired leases.

For the avoidance of doubt, nothing in the Plan or the Confirmation Order shall alter the rights and remedies of the DIP Agents or the DIP Lenders under the DIP Documents and the DIP Order, inclusive of, without limitation, the DIP Agents' rights to exercise remedies should an event of default occur at any time (including between Confirmation and the Effective Date).

#### **ARTICLE 14** **RETENTION OF JURISDICTION BY THE BANKRUPTCY COURT**

On and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, to the fullest extent permissible under law, over all matters arising out of and related to the Chapter 11 Cases for, among other things, the following purposes:

(a) To hear and determine all matters relating to the assumption or rejection of executory contracts or unexpired leases and the allowance of Cure amounts and Claims resulting therefrom;

(b) To hear and determine any motion, adversary proceeding, application, contested matter or other litigated matter pending on or commenced after the Confirmation Date;

(c) To hear and determine all matters relating to the allowance, disallowance, liquidation, classification, priority or estimation of any Claim;

(d) To hear and determine matters relating to the DIP Facilities and the DIP Order;

(e) To ensure that distributions to holders of Allowed Claims are accomplished as provided herein;

(f) To hear and determine all applications for compensation and reimbursement of Professional Fee Claims;

(g) To hear and determine any application to modify the Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in the Plan, the Disclosure Statement or any order of the Bankruptcy Court,

including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

**(h)** To hear and determine disputes arising in connection with the interpretation, implementation or enforcement of the Plan, the Confirmation Order, any transactions or payments contemplated hereby or any agreement, instrument or other document governing or relating to any of the foregoing;

**(i)** To issue injunctions, enter and implement other orders and take such other actions as may be necessary or appropriate to restrain interference by any person with the consummation, implementation or enforcement of the Plan, the Confirmation Order or any other order of the Bankruptcy Court;

**(j)** To issue such orders as may be necessary to construe, enforce, implement, execute and consummate the Plan;

**(k)** To enter, implement or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified or vacated;

**(l)** To hear and determine matters concerning state, local and federal taxes in accordance with sections 346, 505 and 1146 of the Bankruptcy Code (including the expedited determination of tax under section 505(b) of the Bankruptcy Code);

**(m)** To hear and determine any other matters related to the Plan and not inconsistent with the Bankruptcy Code;

**(n)** To determine any other matters that may arise in connection with or are related to the Plan, the Disclosure Statement, the Approval Order, the Confirmation Order, any of the Plan Documents or any other contract, instrument, release or other agreement or document related to the Plan, the Disclosure Statement or the Plan Supplement;

**(o)** To recover all assets of the Debtors and property of the Debtors' Estates, which shall be for the benefit of the Reorganized Debtors, wherever located;

**(p)** To hear and determine all disputes involving the existence, nature or scope of the Debtors' discharge;

**(q)** To hear and determine any rights, Claims or Causes of Action held by or accruing to the Debtors or the Reorganized Debtors pursuant to the Bankruptcy Code or pursuant to any federal or state statute or legal theory;

**(r)** To enforce all orders, judgments, injunctions, releases, exculpations, indemnifications and rulings entered in connection with the Chapter 11 Cases with respect to any Person;

(s) To hear and resolve any disputes relating to the Rights Offerings (and the conduct thereof) and the issuances of Rights;

(t) To hear and resolve any disputes relating to the Backstop Rights Purchase Agreement;

(u) To hear and resolve any disputes relating to the UMWA Settlement, the UMWA Settlement Order, the Non-Union Retiree Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order; *provided, however*, that nothing in the Plan or the Confirmation Order shall alter the alternative dispute resolution provisions of the New CBAs or the MOU;

(v) To hear any other matter not inconsistent with the Bankruptcy Code; and

(w) To enter a final decree closing the Chapter 11 Cases.

Unless otherwise specifically provided herein or in a prior order of the Bankruptcy Court, the Bankruptcy Court shall have exclusive jurisdiction to hear and determine disputes concerning Claims.

Notwithstanding the foregoing, nothing in the Plan or the Confirmation Order divests any tribunal of any jurisdiction it may have under applicable Environmental Law to adjudicate any defense asserted under the Plan or the Confirmation Order or grants the Bankruptcy Court any jurisdiction over the Non-Union Retiree VEBA or the Patriot Retirees VEBA.

## **ARTICLE 15 MISCELLANEOUS**

### **Section 15.1 Exemption from Transfer Taxes and Recording Fees**

Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, Transfer or exchange of notes or equity securities under the Plan, the creation, the filing or recording of any mortgage, deed of trust or other security interest, the making, assignment, filing or recording of any lease or sublease, the transfer of title to or ownership of any of the Debtors' interests in any property, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including, without limitation, the Plan Documents, the New Common Stock, and any agreements of consolidation, deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee or other similar tax or governmental assessment in the United States. The Confirmation Order shall direct the appropriate federal, state or local governmental officials or agents to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

### **Section 15.2 Expedited Tax Determination**

The Reorganized Debtors may request an expedited determination of taxes under section 505(b) of the Bankruptcy Code for all returns filed for or on behalf of such Debtors or Reorganized Debtors for all taxable periods ending on or before the Effective Date.

### **Section 15.3 Payment of Fees and Expenses of the Indenture Trustees**

On the Effective Date or as soon as reasonably practicable thereafter (or, if post-Effective Date, promptly upon receipt of invoice), the Reorganized Debtors shall pay in full in Cash all reasonable and documented fees and expenses of (i) the Convertible Notes Trustee and its counsel through the Effective Date and for services rendered post-Effective Date to implement the Plan; *provided, however*, that, in no event shall such fees and expenses for post-Effective Date services for counsel exceed \$25,000, and *provided, further* that, in no event shall the fees and expenses covered by this subclause (i) exceed \$1.35 million in the aggregate; and (ii) the Senior Notes Trustee and its counsel through the Effective Date and for services rendered post-Effective Date to implement the Plan; *provided, however*, that, in no event shall such fees and expenses for post-Effective Date services for counsel exceed \$25,000, and *provided, further* that, in no event shall the fees and expenses covered by this subclause (ii) exceed \$1.65 million in the aggregate.

### **Section 15.4 Payment of Statutory Fees**

All fees payable pursuant to section 1930(a) of title 28 of the United States Code and/or section 3717 of title 31 of the United States Code, as determined by the Bankruptcy Court, shall be paid for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed or closed, whichever occurs first.

### **Section 15.5 Dissolution of the Creditors' Committee and the Non-Union Retiree Committee**

After the entry of the Effective Date, the Creditors' Committee's and the Non-Union Retiree Committee's functions shall be restricted to and shall not be heard on any issue except applications filed pursuant to sections 330 and 331 of the Bankruptcy Code. Upon the resolution of all applications filed by the Creditors' Committee and the Non-Union Retiree Committee pursuant to sections 330 and 331 of the Bankruptcy Code, the Creditors' Committee or Retiree Committee, as applicable, shall dissolve, and the members thereof, in their capacities as such, shall be released and discharged from all rights, duties, responsibilities and liabilities arising from, or related to, the Chapter 11 Cases and under the Bankruptcy Code; *provided* that the Creditors' Committee shall have the right to be heard solely in connection with all Professional Fee Claims and shall be deemed to remain in existence solely with respect thereto.

### **Section 15.6 Plan Supplement**

Draft forms of certain Plan Documents and certain other documents, agreements, instruments, schedules and exhibits specified in the Plan shall, where expressly so provided for in the Plan, be contained in the Plan Supplement filed from time to time. Unless otherwise expressly provided in the Plan, the Debtors may file any Plan Supplement until five (5) days prior to the Voting Deadline and may alter, modify or amend any Plan Supplement in accordance with Section 13.1 of the Plan. Holders of Claims or Interests may obtain a copy of the Plan Supplement on the Debtors' Case Information Website or the Bankruptcy Court's Website.

### **Section 15.7 Claims Against Other Debtors**

Nothing in the Plan or the Disclosure Statement or any document or pleading filed in connection therewith shall constitute or be deemed to constitute an admission that any of the Debtors are subject to or liable for any Claim against any other Debtor.

### **Section 15.8 Substantial Consummation**

On the Effective Date, the Plan shall be deemed to be substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

### **Section 15.9 Section 1125 of the Bankruptcy Code**

As of and subject to the occurrence of the Confirmation Date: (a) the Debtors shall be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1125(a) and 1125(e) of the Bankruptcy Code, and any applicable non-bankruptcy law, rule or regulation governing the adequacy of disclosure in connection with such solicitation and (b) the Debtors and each of their respective Affiliates, agents, directors, officers, employees, advisors and attorneys shall be deemed to have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer and issuance of any securities under the Plan and, therefore, are not, and on account of such offer, issuance and solicitation will not be, liable at any time for any violation of any applicable law, rule or regulation governing the solicitation of acceptances or rejections of the Plan or the offer and issuance of any securities under the Plan.

### **Section 15.10 Severability**

If any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected,

impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms. Notwithstanding the foregoing, each of the Peabody Settlement and the Arch Settlement, each of which is incorporated herein by reference, including, without limitation, the respective release and injunction provisions contained therein, are integral to and not severable from the Plan and may not be altered or interpreted without the consent of the respective parties thereto.

#### **Section 15.11 Governing Law**

Except to the extent that the Bankruptcy Code, Bankruptcy Rules or other federal law is applicable, or to the extent the Plan, an exhibit or a schedule hereto, a Plan Document or any settlement incorporated herein provide otherwise, the rights, duties and obligations arising under the Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Missouri, without giving effect to the principles of conflict of laws thereof.

#### **Section 15.12 Binding Effect**

The Plan shall be binding upon and inure to the benefit of the Debtors, the Reorganized Debtors, all present and former holders of Claims or Interests and their respective heirs, executors, administrators, successors and assigns.

#### **Section 15.13 Notices**

To be effective, any notice, request or demand to or upon, as applicable, the Debtors, the Creditors' Committee or the United States Trustee must be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually received and confirmed by the relevant party as follows:

If to the Debtors:

Patriot Coal Corporation  
12312 Olive Boulevard  
St. Louis, Missouri 63141  
Attn: Joseph W. Bean  
Jacquelyn A. Jones  
Facsimile: (314) 275-3660

with a copy to:

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017  
Attn: Marshall S. Huebner  
Brian M. Resnick  
Telephone: (212) 450-4000  
Facsimile: (212) 607-7983

If to the Creditors' Committee:

Kramer Levin Naftalis & Frankel LLP  
1177 Avenue of the Americas  
New York, New York 10036  
Attn: Thomas Moers Mayer  
Adam C. Rogoff  
P. Bradley O'Neill  
Gregory G. Plotko  
Telephone: (212) 715-9100  
Facsimile: (212) 715-8000

If to the Backstop Parties:

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, New York 10022  
Attn: Stephen E. Hessler  
Telephone: (212) 446-4800  
Facsimile: (212) 446-4900

If to the United States Trustee:

Office of the United States Trustee  
111 S. 10th St., Suite 6.353  
St. Louis, Missouri 63102-1125  
Attn: Leonora S. Long  
Telephone: (314) 539-2976

If to the Reorganized Debtors:

Patriot Coal Corporation  
12312 Olive Boulevard  
St. Louis, Missouri 63141  
Attn: Joseph W. Bean  
Jacquelyn A. Jones  
Facsimile: (314) 275-3660

with a copy to:

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017  
Attn: Marshall S. Huebner  
Brian M. Resnick  
Telephone: (212) 450-4000  
Facsimile: (212) 607-7983

#### **Section 15.14 Reservation of Rights**

Except as expressly set forth herein, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. Before the Effective Date, none of the filing of the Plan, any statement or provision contained herein or the taking of any action by the Debtors related to the Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtors of any kind, including as to the holders of Claims or Interests or as to any treatment or classification of any contract or lease.

#### **Section 15.15 Further Assurances**

The Debtors, the Reorganized Debtors and all holders of Claims receiving distributions hereunder and all other parties in interest may and shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

#### **Section 15.16 Case Management Order**

Except as otherwise provided herein, the Case Management Order shall remain in full force and effect, and all Court Papers (as defined in the Case Management Order) shall be filed and served in accordance with the procedures set forth in the Case Management Order; *provided* that on and after the Effective Date, Court Papers (as defined in the Case Management Order) need only be served on (i) the chambers of the Honorable Kathy Surratt-States, United States

Bankruptcy Court for the Eastern District of Missouri, Thomas F. Eagleton US Courthouse, 110 S. 10th Street, 4th Floor, St. Louis, Missouri 63102 (by a hard copy, with all exhibits, unless the Bankruptcy Court otherwise directs), (ii) the attorneys for the Debtors, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017, Attn: Marshall S. Huebner and Brian M. Resnick and (iii) Kramer, Levin, Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10035, Attn: Thomas Moers Mayer, Adam C. Rogoff and Gregory G. Plotko, counsel to the Creditors' Committee; *provided further* that final requests for payment of Professional Fee Claims filed pursuant to Section 7.1(a) of the Plan (and all Court Papers related thereto) shall also be served on the Office of the United States Trustee for the Eastern District of Missouri, 111 S. 10th Street, Suite 6.353, St. Louis, Missouri 63102-1125, Attn: Leonora S. Long.

*[REMAINDER OF PAGE INTENTIONALLY BLANK]*

Dated: St. Louis, Missouri  
December 15, 2013

Respectfully submitted,

PATRIOT COAL CORPORATION (for itself and  
on behalf of all Debtors)

By: /s/ Bennett K. Hatfield

Name: Bennett K. Hatfield

Title: President and Chief Executive Officer

**Schedule A**  
**Debtor Entities**

<b>Debtor No.</b>	<b>Identifier</b>	<b>Debtor</b>	<b>Case No.</b>	<b>EIN</b>
1		Patriot Coal Corporation	12-51502	20-5622045
2	AMC	Affinity Mining Company	12-52020	25-1207512
3	ACC	Apogee Coal Company, LLC	12-52026	35-0672865
4	AMS	Appalachia Mine Services, LLC	12-52021	20-1680233
5	BDC	Beaver Dam Coal Company, LLC	12-52022	61-0129825
6	BEL	Big Eagle, LLC	12-52027	54-1985006
7	BER	Big Eagle Rail, LLC	12-52028	54-1988672
8	BSC	Black Stallion Coal Company, LLC	12-52030	20-0657792
9	BWC	Black Walnut Coal Company	12-52029	68-0541705
10	BMS	Bluegrass Mine Services, LLC	12-52031	43-1540253
11	BRO	Brody Mining, LLC	13-48727	27-0140610
12	BTC	Brook Trout Coal, LLC	12-52034	26-0004876
13	CAT	Catenary Coal Company, LLC	12-52036	43-1515836
14	CSC	Central States Coal Reserves of Kentucky, LLC	12-52038	20-3960681
15	CHA	Charles Coal Company, LLC	12-52037	04-2698757
16	CLE	Cleaton Coal Company	12-52039	43-1887526
17	CCL	Coal Clean LLC	12-52040	31-1488063
18	CPL	Coal Properties, LLC	12-52041	04-2702708
19	CR2	Coal Reserve Holding Limited Liability Company No. 2	12-52042	43-1922735
20	COL	Colony Bay Coal Company	12-52043	55-0604613
21	CMC	Cook Mountain Coal Company, LLC	12-52044	55-0732291
22	CRL	Corydon Resources LLC	12-52045	45-2463790
23	CMS	Coventry Mining Services, LLC	12-52046	45-0573119
24	COY	Coyote Coal Company LLC	12-52047	20-8226141
25	CUB	Cub Branch Coal Company LLC	12-52048	45-2977278

Debtor No.	Identifier	Debtor	Case No.	EIN
26	DAK	Dakota LLC	12-52050	55-0763723
27	DAL	Day LLC	12-52049	20-0041392
28	DMC	Dixon Mining Company, LLC	12-52051	62-1872287
29	DHH	Dodge Hill Holding JV, LLC	12-52053	05-0575436
30	DHM	Dodge Hill Mining Company, LLC	12-52055	61-1378899
31	DHK	Dodge Hill of Kentucky, LLC	12-52054	02-0697247
32	ECI	EACC Camps, Inc.	12-52056	25-0600150
33	EAC	Eastern Associated Coal, LLC	12-52057	25-1125516
34	ECC	Eastern Coal Company, LLC	12-52059	20-4099004
35	ERL	Eastern Royalty, LLC	12-52060	04-2698759
36	EPL	Emerald Processing, L.L.C.	12-52061	54-1766524
37	GEC	Gateway Eagle Coal Company, LLC	12-52062	27-4256908
38	GEM	Grand Eagle Mining, LLC	12-52064	61-1250622
39	HCC	Heritage Coal Company LLC	12-52063	13-2606920
40	HIG	Highland Mining Company, LLC	12-52065	43-1869675
41	HIL	Hillside Mining Company	12-52066	55-0695451
42	HML	Hobet Mining, LLC	12-52068	31-4446083
43	IHC	Indian Hill Company LLC	12-52069	20-0066123
44	ICS	Infinity Coal Sales, LLC	12-52070	26-0004884
45	IHL	Interior Holdings, LLC	12-52072	43-1700075
46	IOC	IO Coal LLC	12-52073	55-0769812
47	JBC	Jarrell's Branch Coal Company	12-52075	73-1625894
48	JHL	Jupiter Holdings LLC	12-52076	31-1688670
49	KEC	Kanawha Eagle Coal, LLC	12-52077	54-1969926
50	KR1	Kanawha River Ventures I, LLC	12-52078	20-0089445
51	KR2	Kanawha River Ventures II, LLC	12-52079	20-0506578

Debtor No.	Identifier	Debtor	Case No.	EIN
52	KR3	Kanawha River Ventures III, LLC	12-52080	20-0506617
53	KEV	KE Ventures, LLC	12-52081	54-1985007
54	LCL	Little Creek LLC	12-52082	20-0041764
55	LFC	Logan Fork Coal Company	12-52083	73-1625895
56	MAG	Magnum Coal Company LLC	12-52084	20-3678373
57	MCS	Magnum Coal Sales LLC	12-52085	20-4623056
58	MAR	Martinka Coal Company, LLC	12-52086	55-0716084
59	MTE	Midland Trail Energy LLC	12-52087	26-1629024
60	MCR	Midwest Coal Resources II, LLC	12-52088	20-8080003
61	MVC	Mountain View Coal Company, LLC	12-52089	25-1474206
62	NTC	New Trout Coal Holdings II, LLC	12-52090	20-5032361
63	NEI	Newtown Energy, Inc.	12-52091	55-0685209
64	NPC	North Page Coal Corp.	12-52092	31-1210133
65	OCC	Ohio County Coal Company, LLC	12-52094	20-8080158
66	PAN	Panther LLC	12-52095	55-0763722
67	PBD	Patriot Beaver Dam Holdings, LLC	12-52017	90-0858476
68	PCC	Patriot Coal Company, L.P.	12-52096	61-1258748
69	PCS	Patriot Coal Sales LLC	12-52097	26-0232530
70	PCR	Patriot Coal Services LLC	12-52102	27-3459485
71	PLC	Patriot Leasing Company LLC	12-52103	20-8819264
72	PMH	Patriot Midwest Holdings, LLC	12-52104	20-4370400
73	PRH	Patriot Reserve Holdings, LLC	12-52105	20-3405596
74	PTL	Patriot Trading LLC	12-52106	26-3247515
75	PVL	Patriot Ventures LLC	13-48728	80-0175661
76	PCX	PCX Enterprises, Inc.	12-52019	45-5405016
77	PRC	Pine Ridge Coal Company, LLC	12-52107	55-0737187

Debtor No.	Identifier	Debtor	Case No.	EIN
78	PCL	Pond Creek Land Resources, LLC	12-52108	75-3058253
79	PFP	Pond Fork Processing LLC	12-52110	55-0782677
80	RHL	Remington Holdings LLC	12-52117	20-0063793
81	RE2	Remington II LLC	12-52118	20-0046320
82	REM	Remington LLC	12-52119	55-0763721
83	RIV	Rivers Edge Mining, Inc.	12-52120	43-1898371
84	RLC	Robin Land Company, LLC	12-52121	20-4090125
85	SEN	Sentry Mining, LLC	12-52123	43-1540251
86	SLC	Snowberry Land Company	12-52124	43-1721980
87	SPE	Speed Mining LLC	12-52125	55-0742194
88	SSC	Sterling Smokeless Coal Company, LLC	12-52127	55-0463558
89	TCS	TC Sales Company, LLC	12-52128	20-4090162
90	TPE	The Presidents Energy Company LLC	12-52130	80-0256382
91	TCL	Thunderhill Coal LLC	12-52131	55-0769813
92	TCH	Trout Coal Holdings, LLC	12-52132	26-0004872
93	UCC	Union County Coal Co., LLC	12-52133	74-3096591
94	VIP	Viper LLC	12-52134	20-0041882
95	WPL	Weatherby Processing LLC	12-52135	55-0757147
96	WEL	Wildcat Energy LLC	12-52136	55-0779955
97	WIL	Wildcat, LLC	12-52137	55-0783526
98	WSP	Will Scarlet Properties LLC	12-52138	45-2233074
99	WIN	Winchester LLC	12-52139	20-0052628
100	WDL	Winifrede Dock Limited Liability Company	12-52140	55-0746752
101	YDL	Yankeetown Dock, LLC	12-52141	35-0923438

**Schedule B: Debtor Groups**

<b>Group 1 Debtors</b>	
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.	Cub Branch Coal Company LLC
24.	Dakota LLC
25.	Day LLC
26.	Dixon Mining Company, LLC
27.	Dodge Hill Holding JV, LLC
28.	Dodge Hill Mining Company, LLC
29.	Dodge Hill of Kentucky, LLC
30.	EACC Camps, Inc.
31.	Eastern Associated Coal, LLC
32.	Eastern Coal Company, LLC
33.	Eastern Royalty, LLC
34.	Gateway Eagle Coal Company, LLC
35.	Grand Eagle Mining, LLC
36.	Heritage Coal Company LLC
37.	Highland Mining Company, LLC
38.	Hillside Mining Company
39.	Hobet Mining, LLC
40.	Indian Hill Company LLC
41.	Infinity Coal Sales, LLC
42.	Interior Holdings, LLC
43.	IO Coal LLC
44.	Jarrell's Branch Coal Company
45.	Jupiter Holdings LLC
46.	Kanawha Eagle Coal, LLC
47.	Kanawha River Ventures I, LLC
48.	Kanawha River Ventures II, LLC
49.	Kanawha River Ventures III, LLC
50.	KE Ventures LLC
51.	Logan Fork Coal Company
52.	Magnum Coal Company LLC
53.	Magnum Coal Sales LLC
54.	Martinka Coal Company, LLC
55.	Midland Trail Energy LLC
56.	Midwest Coal Resources II, LLC
57.	Mountain View Coal Company, LLC
58.	New Trout Coal Holdings II, LLC
59.	North Page Coal Corp.
60.	Ohio County Coal Company, LLC
61.	Patriot Beaver Dam Holdings, LLC
62.	Patriot Coal Company, L.P.
63.	Patriot Coal Corporation
64.	Patriot Coal Sales LLC
65.	Patriot Coal Services LLC
66.	Patriot Leasing Company LLC
67.	Patriot Midwest Holdings, LLC
68.	Patriot Trading LLC
69.	Patriot Ventures LLC
70.	PCX Enterprises, Inc.
71.	Pine Ridge Coal Company, LLC
72.	Pond Creek Land Resources, LLC
73.	Pond Fork Processing LLC
74.	Remington Holdings LLC
75.	Remington II LLC
76.	Remington LLC
77.	Rivers Edge Mining, Inc.
78.	Sentry Mining, LLC
79.	Snowberry Land Company
80.	Speed Mining LLC
81.	Sterling Smokeless Coal Company, LLC
82.	TC Sales Company, LLC
83.	The Presidents Energy Company LLC
84.	Thunderhill Coal LLC
85.	Trout Coal Holdings, LLC
86.	Union County Coal Co., LLC
87.	Viper LLC
88.	Weatherby Processing LLC
89.	Wildcat, LLC
90.	Will Scarlet Properties LLC
91.	Winchester LLC
92.	Winifrede Dock Limited Liability Company
93.	Yankeetown Dock, LLC

<b>Group 2 Debtors</b>	
1.	Coyote Coal Company LLC
2.	Emerald Processing, L.L.C.
3.	Newtown Energy, Inc.
4.	Panther LLC
5.	Wildcat Energy LLC

<b>Group 3 Debtors</b>	
1.	Little Creek LLC
2.	Patriot Reserve Holdings, LLC
3.	Robin Land Company, LLC

**Schedule 9.2(a)**

Executory Contracts and Unexpired Leases to Be Assumed

*See* Notice of Filing of Amended Plan Schedules, filed December 13, 2013 [ECF No. 5138]

**Schedule 9.2(b)**

Executory Contracts and Unexpired Leases to Be Rejected

*See* Notice of Filing of Amended Plan Schedules, filed December 13, 2013 [ECF No. 5138]

## **APPENDIX B**

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)

**NOTICE OF (I) ENTRY OF ORDER CONFIRMING DEBTORS' FOURTH AMENDED JOINT PLAN OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE; (II) OCCURRENCE OF EFFECTIVE DATE AND (III) BAR DATES FOR FILING CERTAIN CLAIMS**

- 1. Confirmation of the Plan.** On December 17, 2013, the United States Bankruptcy Court for the Eastern District of Missouri entered an order (the "**Confirmation Order**") in the Chapter 11 Cases of the above-captioned Debtors and Debtors In Possession (collectively, the "**Debtors**") confirming the Debtors' Fourth Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code (as confirmed, the "**Plan**"). Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Plan or the Confirmation Order, as applicable. The Plan and the Confirmation Order are available on the Debtors' case information website (located at <http://www.patriotcaseinfo.com/>) or by written request to the Debtors' Claims Agent, GCG, Inc., P.O Box 9898, Dublin, OH 43017, Attn: Patriot Team.
- 2. Effective Date.** On [ • ], 2013, the Effective Date of the Plan occurred.
- 3. Discharge and Injunction.** Except as otherwise specifically provided in the Plan, the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, the rights afforded in the Plan and the payments and distributions to be made under the Plan shall discharge all existing debts and Claims, and shall terminate all Interests of any kind, nature or description whatsoever against or in the Debtors or any of their assets or properties to the fullest extent permitted by Section 1141 of the Bankruptcy Code. Except as otherwise specifically provided in the Plan, the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, upon the Effective Date, all existing Claims against the Debtors and Interests in the Debtors were, and were deemed to be, discharged and terminated, and all holders of Claims and Interests (and all representatives, trustees or agents on behalf of each holder) are precluded and enjoined from asserting against the Reorganized Debtors, their successors or assignees, or any of their assets or properties, any other or further Claim or Interest based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder has filed a Proof of Claim and whether or not the facts or legal bases therefore were known or existed prior to the Effective Date. As set forth therein, the Confirmation Order shall be a judicial determination of the discharge of all Claims against, liabilities of and Interests in the Debtors, subject to the occurrence of the

---

<sup>1</sup> 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.

Effective Date. The Confirmation Order is a judicial determination of the discharge of all Claims or Causes of Action against, liabilities of and Interests in the Debtors.

On the Effective Date and in consideration of the distributions to be made under the Plan, except as otherwise specifically provided in the Plan, the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, each holder (as well as any representatives, trustees or agents on behalf of each holder) of a Claim or Interest and any Affiliate of such holder was deemed to have forever waived, released and discharged the Debtors, to the fullest extent permitted by Section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights and liabilities that arose prior to the Effective Date. Upon the Effective Date, all such persons were forever precluded and enjoined, pursuant to Section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against, or terminated Interest in, the Debtors.

**4. Exculpation.** Pursuant to the Plan and Confirmation Order, and except as otherwise specifically provided in the Plan, the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, to the maximum extent permitted by applicable law, none of the Exculpated Parties shall have or incur any liability to any holder of a Claim, Cause of Action or Interest for any act or omission in connection with, related to or arising out of, the Chapter 11 Cases, the negotiation of any settlement or, agreement, contract, instrument, release or document created or entered into in connection with the Plan or in the Chapter 11 Cases (including the Plan Supplements, the Rights Offerings, the Backstop Rights Purchase Agreement, the Rights Offerings Procedures, the DIP Facilities, the UMWA Settlement, the Non-Union Retiree Settlement Order (including the termination of life insurance benefits in accordance with paragraph 10 thereof), the Arch Settlement, the Peabody Settlement and, in each case, any documents related thereto), the Exit Credit Facilities (and, in each case, any documents related thereto), the pursuit of confirmation of the Plan, the consummation of the Plan, the preparation and distribution of the Disclosure Statement, the offer, issuance and distribution of any securities issued or to be issued under or in connection with the Plan, including pursuant to the Rights Offerings and the Backstop Rights Purchase Agreement, the Backstop Fees, the Backstop Expense Reimbursement, any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors or the administration of the Plan or the property to be distributed under the Plan, except for any act or omission that is determined in a Final Order to have constituted willful misconduct (including, without limitation, actual fraud) or gross negligence. Each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan.

**5. Bar Dates.**

a. Other Administrative Claim Bar Date. Pursuant to Section 7.2 of the Plan, all requests for payment of Other Administrative Claims that accrued on or before the Effective Date (other than Professional Fee Claims, which are subject to the provisions of Section 7.1 of the Plan) must be filed with the Claims Agent and served on counsel for the Debtors and the Reorganized Debtors by the Other Administrative Claim Bar Date. The Other Administrative Claim Bar Date is the date that is 30 calendar days after the Effective Date. Accordingly, any requests for payment of Other Administrative Claims pursuant to Section 7.2 of the Plan must be filed with the Claims Agent, GCG, Inc., P.O Box 9898, Dublin, OH 43017, Attn: Patriot Coal Corporation, and served on counsel for the Debtors, **so as to actually be received on or before 4:00 p.m. (prevailing Central Time) on [ • ], 2014.** Any requests for payment of Other Administrative Claims pursuant to Section 7.2 of the Plan that are not properly filed and served by the Other Administrative Claim Bar Date shall not appear on the register of Claims maintained by the Claims Agent and shall be disallowed automatically without the need for any objection from the Debtors or the Reorganized Debtors or any action by the Bankruptcy Court. Any requests for payment of Other Administrative Claims pursuant to Section 7.2 of the Plan should include, at a minimum, (i) the name of the Debtor(s) that are purported to be liable for the Other Administrative Claim, (ii) the name of the holder of the Other Administrative Claim, (iii) the amount of the Other Administrative Claim, (iv) the basis of the Other Administrative Claim and (v) supporting documentation for the Other Administrative Claim.

Notwithstanding the foregoing, requests for payment of Other Administrative Claims need **NOT** be filed with respect to the following types of Other Administrative Claims:

- Those that are for goods or services provided to a Debtor in the ordinary course of such Debtor's business
- Those that have previously been Allowed by Final Order of the Bankruptcy Court
- Those that are for Cure amounts
- Those that are on account of post-petition taxes (including any related penalties or interest) owed by the Debtors or the Reorganized Debtors to any governmental unit (as defined in Section 101(27) of the Bankruptcy Code)
- Those that are held by Peabody and preserved under the terms of the Peabody Settlement
- Those that the (a) Debtors or (b) Reorganized Debtors have otherwise agreed in writing do not require such a filing

b. Deadline for Submitting Final Fee Applications. Pursuant to Section 7.1 of the Plan, all final requests for payment of Professional Fee Claims must be filed with the Bankruptcy Court and served in accordance with the Case Management Order by the date that is 60 calendar days after entry of the Confirmation Order. Accordingly, all Professional Fee Claims must be filed and served **so as to actually be received on or before February 17, 2014.**

c. Rejection Bar Date. Pursuant to the Confirmation Order, any Rejection Claims must be filed by the date that is 30 days after the entry of the Confirmation Order (the "**Confirmation Bar Date**"). Accordingly, if you are a counterparty to an executory contract or unexpired lease that has been rejected pursuant to Article 9 of the Plan (whether pursuant to Section 9.2, by being listed on Schedule 9.2(b) or pursuant to Section 9.4 of the Plan), any Rejection Claims on account of such executory contracts or unexpired leases must be filed with the Claims Agent, GCG, Inc., P.O. Box 9898, Dublin, OH 43017, Attn: Patriot Team, **so as to actually be received on or before January 16, 2014.** Any Rejection Claim on account of an executory contract or unexpired lease listed on Schedule 9.2(b) or pursuant to Section 9.4 of the Plan for which a Proof of Claim is not properly filed by the Confirmation Bar Date shall be forever barred and shall not be enforceable against the Debtors, the Reorganized Debtors or their respective Estates or properties. The Debtors or the Reorganized Debtors may contest any Rejection Claim in accordance with Section 8.1 of the Plan.

Dated: [ • ], 2013  
New York, New York

DAVIS POLK & WARDWELL LLP  
Counsel to the Debtors  
and Debtors In Possession  
450 Lexington Avenue  
New York, New York 10017

-and-

BRYAN CAVE LLP  
Local Counsel to the Debtors  
and Debtors In Possession  
One Metropolitan Square  
211 N. Broadway, Suite 3600  
St. Louis, Missouri 63102