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and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

PATRIOT COAL CORPORATION, *et al.*,

Debtors.¹

Chapter 11

Case No. 12-12900 (SCC)

(Jointly Administered)

**NOTICE OF FILING OF REVISED PROPOSED ORDER
APPROVING PATRIOT'S ASSUMPTION AND
EXECUTION OF CERTAIN AGREEMENTS WITH PEABODY**

PLEASE TAKE NOTICE that in connection with the Debtors' *Motion for Approval of Patriot's Assumption and Execution of Certain Agreements with Peabody* [Docket No. 443] (the "**Peabody Motion**"), the Debtors request entry of a revised *Order Approving Patriot's Assumption and Execution of Certain Agreements with Peabody* (the "**Proposed Peabody Order**"). The Debtors will present the Proposed Peabody Order, or a revised version thereof, to the Honorable Shelley C. Chapman, in Room 621 of the

¹ The Debtors are the entities listed on Schedule 1 attached hereto. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors' chapter 11 petitions.

United States Bankruptcy Court for the Southern District of New York (the “**Bankruptcy Court**”), One Bowling Green , New York, New York, 10004, at a hearing to be held on **September 11, 2012 at 1:30 p.m. (prevailing Eastern Time)**.

The Proposed Peabody Order is attached hereto as **Exhibit A**. A comparison of the Proposed Peabody Order against the proposed order attached to the Peabody Motion as Exhibit A, is attached hereto as **Exhibit B**.

New York, New York
Dated: September 10,
2012

By: /s/ Michelle M. McGreal

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SCHEDULE 1
(Debtor Entities)

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

EXHIBIT A

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

PATRIOT COAL CORPORATION, *et al.*,

Debtors.¹

Chapter 11

Case No. 12-12900 (SCC)

(Jointly Administered)

**ORDER APPROVING PATRIOT'S ASSUMPTION
AND EXECUTION OF CERTAIN AGREEMENTS WITH PEABODY**

Upon the motion (the "**Motion**")² of Patriot Coal Corporation ("**Patriot**") and its subsidiaries, that are debtors and debtors in possession (collectively, the "**Debtors**"), pursuant to sections 363(b) and 365(a) of the Bankruptcy Code, seeking approval of the Agreement, including approval of (a) the assumption of the Assumed Agreements, (b) the Coal Supply Agreement, which will replace and supersede the Prior Agreements, and (c) the Cure Payment, as more fully set forth in the Motion; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and Standing Order M-61 Referring to Bankruptcy Judges for the Southern District of New York Any and All Proceedings Under Title 11, dated July 10, 1984 (Ward, Acting C.J.) as amended by Standing Order M-431, dated February 1, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b); and due and proper notice of the Motion having

¹ The Debtors are the entities listed on Schedule 1 attached to the Motion. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors' chapter 11 petitions.

² Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to such term in the Motion.

been provided in accordance with the Case Management Order, and it appearing that no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion [and having held a hearing with appearances of parties in interest noted in the transcript thereof (the “**Hearing**”)]; and the Court having determined that the legal and factual bases set forth in the Motion [and at the Hearing] establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that, pursuant to sections 363(b) and 365(a) of the Bankruptcy Code, the relief requested in the Motion is hereby granted to the extent set forth herein; and it is further

ORDERED that the Agreement between certain of the Debtors and Peabody is hereby approved; and it is further

ORDERED that the assumption by the Debtors of the Assumed Agreements and the execution by Patriot Coal Sales LLC of the Coal Supply Agreement, on the terms and subject to the conditions set forth in the Motion, is hereby approved; and it is further

ORDERED that payment of the Cure Payment is hereby approved; and it is further

ORDERED that each Debtor’s estate or Peabody entity (respectively) shall only be obligated under this Order to the extent that such applicable Debtor or Peabody entity (respectively) was a party to (i) the Assumed Agreements prior to the petition date or (ii) the Coal Supply Agreement after the petition date and nothing in this Order and/or the assumptions and/or the transactions contemplated hereby shall obligate any Debtor’s estate

for such Debtor or any Peabody entity (respectively) that was not an existing party to the Assumed Agreements or is not a party to the Coal Supply Agreement, as applicable; and it is further

ORDERED that the failure to specifically describe or include any particular provision of the Agreement, the Assumed Agreements, the Prior Agreements or the Coal Supply Agreement in the Motion or this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Debtors are authorized to assume the Assumed Agreements and enter into the Coal Supply Agreement in their entirety; and it is further

ORDERED that, without limiting the relief granted by the Order, neither the entry of this Order nor any statement contained in the Agreement is intended to be, and none should be construed as, a waiver or compromise of any rights and defenses and the parties in interest, including the Parties, expressly reserve: (i) any rights, claims or defenses that any party in interest, including any Party, has or may have under the Agreement, the Assumed Agreements, the Coal Supply Agreement or the Prior Agreements; (ii) any rights, claims or defenses that any party in interest, including any Party, has or may have in connection with the above captioned chapter 11 case, including but not limited to any Bankruptcy Code Chapter 5 causes of action or related claims and any defenses thereto; and (iii) any rights, claims or defenses that any party in interest, including any Party, may have with respect to or under any other contracts or agreements between Peabody and/or any of its insiders and/or affiliates and any of the Debtors, including, but not limited to, the Separation Agreement, Plan of Reorganization and Distribution, dated October 22, 2007; and it is further

ORDERED that, upon payment of the Cure Payment pursuant to the terms of the Agreement and the Assumed Agreements, there shall be no defaults that preclude assumption under the Assumed Agreements, and the Debtors shall have been deemed to have satisfied all of their obligations under section 365(b)(1) of the Bankruptcy Code with respect to the Assumed Agreements; and it is further

ORDERED that, upon payment of the Cure Payment pursuant to the terms of the Agreement, the Motion, and this Order, the relief granted to Peabody pursuant to this Order shall constitute adequate assurance for all purposes under the Bankruptcy Code for the goods and services to be provided to Peabody by the Debtors pursuant to the Assumed Agreements, and Peabody shall neither be entitled to additional or different assurance thereunder, nor shall Peabody rely on any provision of the Assumed Agreements or the Coal Supply Agreement, except as otherwise provided in the Agreement or the Coal Supply Agreement, to terminate or seek to terminate the Assumed Agreements or the Coal Supply Agreement based on the financial condition of any of the Debtors at any time during the pendency of these chapter 11 cases or upon the Debtors' emergence from chapter 11 protection; and it is further

ORDERED that, notwithstanding the possible applicability of any Bankruptcy Rule that might otherwise delay the effectiveness of this order, including, but not limited to, Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that this Court retains jurisdiction to hear and determine all matters arising from or related to the implementation and/or interpretation of this Order.

Dated: New York, New York

_____, 2012

THE HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

PATRIOT COAL CORPORATION, *et al.*,

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proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b); and due and proper notice of the Motion having been provided in accordance with the Case Management Order, and it appearing that no other or further notice need be provided; and the relief requested in the Motion being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Motion [and having held a hearing with appearances of parties in interest noted in the transcript thereof (the “**Hearing**”)]; and the Court having determined that the legal and factual bases set forth in the Motion [and at the Hearing] establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is

ORDERED that, pursuant to sections 363(b) and 365(a) of the Bankruptcy Code, the relief requested in the Motion is hereby granted to the extent set forth herein; and it is further

ORDERED that the Agreement between certain of the Debtors and Peabody is hereby approved; and it is further

ORDERED that the assumption by the Debtors of the Assumed Agreements and the execution by Patriot Coal Sales LLC of the Coal Supply Agreement, on the terms and subject to the conditions set forth in the Motion, is hereby approved; and it is further

ORDERED that payment of the Cure Payment is hereby approved; and it is further

ORDERED that each Debtor’s estate or Peabody entity (respectively) shall only be obligated under this Order to the extent that such applicable Debtor or Peabody

entity (respectively) was a party to (i) the Assumed Agreements prior to the petition date or (ii) the Coal Supply Agreement after the petition date and nothing in this Order and/or the assumptions and/or the transactions contemplated hereby shall obligate any Debtor's estate for such Debtor or any Peabody entity (respectively) that was not an existing party to the Assumed Agreements or is not a party to the Coal Supply Agreement, as applicable; and it is further

ORDERED that the failure to specifically describe or include any particular provision of the Agreement, the Assumed Agreements, the Prior Agreements or the Coal Supply Agreement in the Motion or this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Debtors are authorized to assume the Assumed Agreements and enter into the Coal Supply Agreement in their entirety; and it is further

ORDERED that, without limiting the relief granted by the Order, neither the entry of this Order nor any statement contained in the Agreement is intended to be, and none should be construed as, a waiver or compromise of any rights, ~~other than as expressly set forth in the Agreement; and that, to the contrary, all~~ and defenses and the parties in interest, including, ~~without limitation,~~ the Parties, expressly reserve ~~all of their other respective rights, and preserve all of their other respective claims, against one another, including, without limitation, (i) any right, claim or defense;~~ (i) any rights, claims or defenses that any party in interest, including any Party, has or may have under the Agreement, the Assumed Agreements, the Coal Supply Agreement or the Prior Agreements; (ii) any rights, claims or defenses that any party in interest, including any

Party, has or may have in connection with the above captioned chapter 11 case, including but not limited to any Bankruptcy Code Chapter 5 causes of action or related claims and any defenses thereto; and (iii) any rights, claims or defenses that any party in interest, including ~~the Parties~~ any Party, may have with respect to or under any other contracts or agreements between Peabody and/or any of its insiders and/or affiliates and any of the Debtors, including, but not limited to, the Separation Agreement, Plan of Reorganization and Distribution, dated October 22, 2007; and it is further

ORDERED that, upon payment of the Cure Payment pursuant to the terms of the Agreement and the Assumed Agreements, there shall be no defaults that preclude assumption under the Assumed Agreements, and the Debtors shall have been deemed to have satisfied all of their obligations under section 365(b)(1) of the Bankruptcy Code with respect to the Assumed Agreements; and it is further

ORDERED that, upon payment of the Cure Payment pursuant to the terms of the Agreement, the Motion, and this Order, the relief granted to Peabody pursuant to this Order shall constitute adequate assurance for all purposes under the Bankruptcy Code for the goods and services to be provided to Peabody by the Debtors pursuant to the Assumed Agreements, and Peabody shall neither be entitled to additional or different assurance thereunder, nor shall Peabody rely on any provision of the Assumed Agreements or the Coal Supply Agreement, except as otherwise provided in the Agreement or the Coal Supply Agreement, to terminate or seek to terminate the Assumed Agreements or the Coal Supply Agreement based on the financial condition of any of the Debtors at any time

during the pendency of these chapter 11 cases or upon the Debtors' emergence from chapter 11 protection; and it is further

ORDERED that, notwithstanding the possible applicability of any Bankruptcy Rule that might otherwise delay the effectiveness of this order, including, but not limited to, Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

ORDERED that this Court retains jurisdiction to hear and determine all matters arising from or related to the implementation and/or interpretation of this Order.

Dated: New York, New York

2012 _____,

THE HONORABLE SHELLEY C.
CHAPMAN
UNITED STATES BANKRUPTCY JUDGE