

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In re:

PATRIOT COAL CORPORATION, *et al.*,

Debtors.

Chapter 11

Case No. 12-51502-659

(Jointly Administered)

Hearing Date: June 24, 2014

Hearing Time: 10:00 a.m. Central

Location: Courtroom 7-N, St. Louis

**REORGANIZED DEBTORS' MOTION TO ENFORCE SETTLEMENT
AGREEMENT WITH CATHY WRIGHT, ADMINISTRATRIX**

Patriot Coal Corporation and its affiliates (the “Debtors” or the “Reorganized Debtors”) respectfully file this Motion to Enforce Settlement with Cathy Wright, Administratrix (the “Motion”). In support of this Motion, the Reorganized Debtors show the Court as follows:

Relief Requested

1. By this Motion, the Reorganized Debtors request that the Court enforce the Settlement and Release Agreement attached hereto as Exhibit A, attached hereto (the “Agreement”), thereby allowing the claim of Cathy Wright, Administratrix of the Estate of Nina Virginia Wright (in such capacity, “Wright”) as a general unsecured claim in the amount of \$17,500 and resolving the Reorganized Debtors’ pending objection to that claim.

Jurisdiction

2. This Court has jurisdiction over this Motion under 28 U.S.C. § 1334. Venue of this proceeding is proper pursuant to 28 U.S.C. § 1409. This is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

3. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

4. Ninety-nine of the Debtors filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code on July 9, 2012 in the United States Bankruptcy Court for the Southern District of New York.

5. On December 19, 2012, these Debtors' cases were transferred to the United States Bankruptcy Court for the Eastern District of Missouri [Dkt. No. 1789].

6. The bar date for filing proofs of claim against these Debtors was December 14, 2012 [Dkt. No. 1388].

7. Debtors Brody Mining, LLC and Patriot Ventures LLC filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code on September 23, 2013 in this Court.

8. On December 17, 2013, the Court confirmed the Debtors' Fourth Amended Plan of Reorganization (the "Plan") [Dkt. No. 5169]. The Effective Date occurred on December 18, 2013.

Wright's Claim and the Settlement

9. Wright was one of several creditors involved in pre-petition litigation with Debtor Eastern Associated Coal, LLC ("Eastern") in the Circuit Court of Raleigh County, West Virginia, Civil Action No. 11-C-5410013 (the "State-Court Litigation"). Wright filed Claim No. 779-1 (GCG Claim No. 1406), in the amount of \$584,380 (the "Claim") on December 7, 2012.

10. The Reorganized Debtors filed an objection to the Claim on April 18, 2014 (the "Objection") [Dkt. No. 5467]. On Wright's motion, the hearing on the Objection was continued

from May 20, 2014 to June 24, 2014, and Wright was permitted to respond on or before June 6, 2014.

11. Wright filed a response to the Objection on June 6, 2014 [Dkt. No. 5524].

12. After the filing of Wright's response, Joseph Beeson, attorney of record for the Reorganized Debtors in the State-Court Litigation, and Kevin Thompson, one of the attorneys of record for Wright in the State-Court Litigation, engaged in settlement discussions. The Reorganized Debtors and Wright agreed that Wright would have an allowed general unsecured claim against Debtor Eastern Associated Coal, LLC in the amount of \$17,500. That settlement is generally consistent with settlements reached between the Reorganized Debtors and other plaintiffs in the State-Court Litigation, which also were negotiated by Beeson and Thompson.

13. Beeson transmitted the Agreement to Thompson's office by electronic mail on June 13, 2014. A true and correct copy of that communication is attached hereto as Exhibit B.

14. Thompson's office forwarded a fax transmission that included Wright's signature on the Agreement to Beeson by electronic mail on June 16, 2014. A true and correct copy of that communication is attached hereto as Exhibit C.

15. Notwithstanding the negotiation and execution of the Agreement, William Walsh, who also represents Wright, informed the Reorganized Debtors' counsel on June 20, 2014 that he had "a substantial problem with how this was handled."

Argument

16. The essential elements of a settlement agreement are "the involvement of parties who are competent to contract, a proper subject matter, legal consideration, mutuality of

obligation, and mutuality of agreement.” *Chaganti & Associates, P.C. v. Nowotny*, 470 F.3d 1215, 1221 (8th Cir. 2006).¹

17. None of these elements should be a matter of dispute. Thompson is counsel of record for Wright in the dispute that has been settled. Even if there were some question about his actual or apparent authority to agree to a settlement on Wright’s behalf, however, that question would be answered by Wright’s personal execution of the Agreement. There is no doubt as to the terms of the parties’ settlement, for they have been reduced to writing in the form of the Agreement. And the terms of the Agreement are substantially similar to the terms of other settlements, involving similarly situated claimants, negotiated by Beeson and Thompson.

18. Because the existence of a settlement in this case turns solely on communications between attorneys, an evidentiary hearing is unnecessary. *See Chaganti*, 470 F.3d at 1223.

19. In short, the Agreement is valid and binding on Wright. It should be enforced by this Court and should determine the treatment of Wright’s Claim in this case.

WHEREFORE, the Reorganized Debtors respectfully request that this Court:

- (a) enforce the settlement embodied in the Agreement;
- (b) allow the Claim as a general unsecured claim in the amount of \$17,500, thereby resolving the Objection; and
- (c) grant such other and further relief as is just and proper.

¹ *Chaganti* involved Missouri law. To the extent that the law of New York or West Virginia governs in this case, the law is not materially different. *See generally United States ex rel. McDermitt, Inc. v. Centex-Simpson Construction Co.*, 34 F. Supp. 2d 397, 399-400 (N.D. W. Va. 1999), *aff’d*, 203 F.3d 824 (4th Cir. 2000); *Powell v. Omnicom*, 497 F.3d 124, 128-30 (2d Cir. 2007).

Dated: June 20, 2014
St. Louis, Missouri

Respectfully submitted,
BRYAN CAVE LLP

/s/ Brian C. Walsh
Lloyd A. Palans, #22650MO
Brian C. Walsh, #58091MO
Laura Uberti Hughes, #60732MO
One Metropolitan Square
211 N. Broadway, Suite 3600
St. Louis, Missouri 63102
(314) 259-2000
Fax: (314) 259-2020

Local Counsel to the Reorganized Debtors

-and-

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

Counsel to the Reorganized Debtors

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”), entered into as of June 20, 2014 (the “Effective Date”), is by and between CATHY WRIGHT, ADMINISTRATRIX OF THE ESTATE OF NINA VIRGINIA WRIGHT (the “Claimant”), the Asserted Debtor(s) (as set forth in Exhibit A attached hereto), and the Settled Debtor(s) (as set forth in Exhibit B attached hereto). The Claimant, the Asserted Debtor(s), and the Settled Debtor(s) are referred to herein as a “Party” and collectively as the “Parties.”

I. RECITALS

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

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

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

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

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

II. SETTLEMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: _____

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

Representative for the Debtors and
Debtors in Possession

By (Print):

By (Signature):

CATHY WRIGHT

Telephone: _____

Fax: _____

Representative for Claimant

Exhibit A

Summary of Scheduled Claims and Filed Proofs of Claim

Creditor ID	Claims Agent Claim #	Clerk of the Court Claim #	Claimant	Claim Type	Debtor Entity	Asserted Amounts				Total
						Secured	Administrative	Priority	Unsecured	
1032563	1261	779-1	CATHY WRIGHT ADMINISTRATRIX OF ESTATE OF NINA VIRGINIA WRIGHT		EASTERN ASSOCIATED COAL, LLC	\$0.00	\$0.00	\$0.00	\$548,380.00	\$548,380.00
						\$0.00	\$0.00	\$0.00	\$548,380.00	\$548,380.00

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

Creditor ID	Claims Agent Claim #	Clerk of the Court Claim #	Claimant	Claim Type	Debtor Entity	Allowed Amounts				Total
						Secured	Administrative	Priority	Unsecured	
1032563	1261	779-1	CATHY WRIGHT ADMINISTRATRIX OF ESTATE OF NINA VIRGINIA WRIGHT		EASTERN ASSOCIATED COAL, LLC	\$0.00	\$0.00	\$0.00	\$17,500.00	\$17,500.00
TOTAL						\$0.00	\$0.00	\$0.00	\$17,500.00	\$17,500.00

Walsh, Brian

From: Beeson, Joseph S.
Sent: Friday, June 13, 2014 10:18 AM
To: 'pmpisin@aol.com'
Cc: 'Kevin Thompson'
Subject: FW: Cathy Wright Settlement
Attachments: Cathy Wright Exhibits.xlsx; Cathy Wright Letter.docx

Pam: As Kevin Thompson instructed, I am attaching the settlement documents for Mrs. Wright's signature. Upon obtaining her signature on the Settlement and Release document, please return to me as soon as possible. Thanks for your help. Joe Beeson



Joseph S. Beeson
Robinson & McElwee PLLC
700 Virginia Street East, Suite 400
Charleston, West Virginia 25301
office: 304.347.8326 | mobile: 304.415.5697
jsb@ramlaw.com | www.ramlaw.com | [bio](#)

From: Waller, Eric [<mailto:EWaller@patriotcoal.com>]
Sent: Friday, June 13, 2014 10:58 AM
To: Beeson, Joseph S.
Subject: RE: Cathy Wright Settlement

Yes, just received. Double check me on the settlement number of \$17,500 before sending on, but I think this is right from my notes.

Eric R. Waller
Assistant General Counsel
Patriot Coal Services, LLC
900 Laidley Tower
P. O. Box 1233
Charleston, WV 25324
Phone: 304-340-1716
Fax: 304-380-0371
Cell: 304-993-1980

From: Beeson, Joseph S. [<mailto:jsb@ramlaw.com>]
Sent: Friday, June 13, 2014 10:01 AM
To: Waller, Eric
Subject: Cathy Wright Settlement

Eric: I just received a call from plaintiff's counsel inquiring about the settlement documents. They want to have someone hand deliver them to Ms. Wright for signature. Will they be available today? Thanks. Joe



Joseph S. Beeson

Robinson & McElwee PLLC
700 Virginia Street East, Suite 400
Charleston, West Virginia 25301
office: 304.347.8326 | mobile: 304.415.5697
jsb@ramlaw.com | www.ramlaw.com | [bio](#)

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June 13, 2014

CATHY WRIGHT
ADMINISTRATRIX OF ESTATE OF NINA VIRGINIA WRIGHT
ATTN: WILLIAM A WALSH, ESQ
700 BROADWAY
NEW YORK NY 10003

Re: In re Patriot Coal Corporation, et al., Case No. 12-51502

Patriot Coal Corporation and its debtor affiliates (collectively, "Patriot") filed under Chapter 11 of the United States Code on July 9, 2012. As you may know, a creditor that has an allowed claim against Patriot may receive certain distributions pursuant to a chapter 11 plan of reorganization that is confirmed by the Bankruptcy Court. An allowed claim may be established in a variety of ways, including (1) by settlement between the parties, (2) through an order of the Bankruptcy Court resolving Patriot's objection to a claim, or (3) by Patriot's agreement that a proof of claim is not disputed.

Regardless of the method of determining the allowed claim, actual distribution amounts are typically based on a percentage of the allowed claim as defined in the court approved plan of reorganization, and such distributions will not be made any earlier than when Patriot emerges from bankruptcy.

Patriot proposes to agree upon the allowed value of the claim(s) you filed against Patriot pursuant to the settlement agreement attached hereto (the "Settlement Agreement"). Patriot has reviewed and compared your claim(s) with its books and records. Based upon this review, the proposed amount of your allowed claim is set forth in Exhibit B of the Settlement Agreement, which sets out the proposed allowed claim amount(s) against the appropriate Debtor(s) according to Patriot's books and records.

If the Settlement Agreement is acceptable to you, please return a signed copy to us at: Patriot Coal Corporation, Claims Settlement, 12312 Olive Boulevard, St. Louis, MO 63141, or send via email to claims@patriotcoal.com, or via FAX to 314-275-3626 so that it is received on or prior to **June 20, 2014**.

You are not required to sign the Settlement Agreement attached hereto, and we encourage you to consult an attorney if you desire legal advice regarding the Settlement Agreement. However, if you and Patriot are unable to agree upon the amount of your allowed claim(s) or Patriot does not receive your signed Settlement Agreement by September 25, 2013, Patriot will likely object to your claim(s) shortly thereafter by filing an objection with the Bankruptcy Court.

If you have any questions concerning the terms of the Settlement Agreement or the proposed amount of your allowed claim(s), please contact us at Ph: 314-275-1902. We appreciate your prompt attention to this matter and look forward to working with you to finalize the amount of your allowed claim(s).

Very Truly Yours,
Patriot Coal Corporation
Claims Settlement
12312 Olive Boulevard
St. Louis, MO 63141
Ph: 314-275-1902
Fax: 314-275-3626

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”), entered into as of June 20, 2014 (the “Effective Date”), is by and between CATHY WRIGHT, ADMINISTRATRIX OF THE ESTATE OF NINA VIRGINIA WRIGHT (the “Claimant”), the Asserted Debtor(s) (as set forth in Exhibit A attached hereto), and the Settled Debtor(s) (as set forth in Exhibit B attached hereto). The Claimant, the Asserted Debtor(s), and the Settled Debtor(s) are referred to herein as a “Party” and collectively as the “Parties.”

I. RECITALS

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

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

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

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

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

II. SETTLEMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

By: _____

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

Representative for the Debtors and
Debtors in Possession

By (Print):

By (Signature):

CATHY WRIGHT

Telephone: _____

Fax: _____

Representative for Claimant

Exhibit A
Summary of Scheduled Claims and Filed Proofs of Claim

Creditor ID	Claims Agent Claim #	Clerk of the Court Claim #	Claimant	Claim Type	Debtor Entity	Asserted Amounts				
						Secured	Administrative	Priority	Unsecured	Total
1032563	1261	779-1	CATHY WRIGHT ADMINISTRATRIX OF ESTATE OF NINA VIRGINIA WRIGHT		EASTERN ASSOCIATED COAL, LLC	\$0.00	\$0.00	\$0.00	\$548,380.00	\$548,380.00
						\$0.00	\$0.00	\$0.00	\$548,380.00	\$548,380.00

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

Creditor ID	Claims Agent Claim #	Clerk of the Court Claim #	Claimant	Claim Type	Debtor Entity	Allowed Amounts				Total
						Secured	Administrative	Priority	Unsecured	
1032563	1261	779-1	CATHY WRIGHT ADMINISTRATRIX OF ESTATE OF NINA VIRGINIA WRIGHT		EASTERN ASSOCIATED COAL, LLC	\$0.00	\$0.00	\$0.00	\$17,500.00	\$17,500.00
TOTAL						\$0.00	\$0.00	\$0.00	\$17,500.00	\$17,500.00

To: Pam Pata

From: Cathy Wright

Fax: 304-343-4405

Re: Nina Wright, Patriot

5 pages including cover

Cathy Wright
304-877-7394
304-573-6655



June 13, 2014

CATHY WRIGHT
ADMINISTRATRIX OF ESTATE OF NINA VIRGINIA WRIGHT
ATTN: WILLIAM A WALSH, ESQ
700 BROADWAY
NEW YORK NY 10003

Re: In re Patriot Coal Corporation, et al., Case No. 12-51502

Patriot Coal Corporation and its debtor affiliates (collectively, "Patriot") filed under Chapter 11 of the United States Code on July 9, 2012. As you may know, a creditor that has an allowed claim against Patriot may receive certain distributions pursuant to a chapter 11 plan of reorganization that is confirmed by the Bankruptcy Court. An allowed claim may be established in a variety of ways, including (1) by settlement between the parties, (2) through an order of the Bankruptcy Court resolving Patriot's objection to a claim, or (3) by Patriot's agreement that a proof of claim is not disputed.

Regardless of the method of determining the allowed claim, actual distribution amounts are typically based on a percentage of the allowed claim as defined in the court approved plan of reorganization, and such distributions will not be made any earlier than when Patriot emerges from bankruptcy.

Patriot proposes to agree upon the allowed value of the claim(s) you filed against Patriot pursuant to the settlement agreement attached hereto (the "Settlement Agreement"). Patriot has reviewed and compared your claim(s) with its books and records. Based upon this review, the proposed amount of your allowed claim is set forth in Exhibit B of the Settlement Agreement, which sets out the proposed allowed claim amount(s) against the appropriate Debtor(s) according to Patriot's books and records.

If the Settlement Agreement is acceptable to you, please return a signed copy to us at: Patriot Coal Corporation, Claims Settlement, 12312 Olive Boulevard, St. Louis, MO 63141, or send via email to claims@patriotcoal.com, or via FAX to 314-275-3626 so that it is received on or prior to **June 20, 2014**.

You are not required to sign the Settlement Agreement attached hereto, and we encourage you to consult an attorney if you desire legal advice regarding the Settlement Agreement. However, if you and Patriot are unable to agree upon the amount of your allowed claim(s) or Patriot does not receive your signed Settlement Agreement by September 25, 2013, Patriot will likely object to your claim(s) shortly thereafter by filing an objection with the Bankruptcy Court.

If you have any questions concerning the terms of the Settlement Agreement or the proposed amount of your allowed claim(s), please contact us at Ph: 314-275-1902. We appreciate your prompt attention to this matter and look forward to working with you to finalize the amount of your allowed claim(s).

Very Truly Yours,
Patriot Coal Corporation
Claims Settlement
12312 Olive Boulevard
St. Louis, MO 63141
Ph: 314-275-1902
Fax: 314-275-3626

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the "Agreement"), entered into as of June 13, 2014 (the "Effective Date"), is by and between CATHY WRIGHT, ADMINISTRATRIX OF THE ESTATE OF NINA VIRGINIA WRIGHT (the "Claimant"), the Asserted Debtor(s) (as set forth in Exhibit A attached hereto), and the Settled Debtor(s) (as set forth in Exhibit B attached hereto). The Claimant, the Asserted Debtor(s), and the Settled Debtor(s) are referred to herein as a "Party" and collectively as the "Parties."

I. RECITALS

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

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

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

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

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

II. SETTLEMENT TERMS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: Nina Virginia Wright
Cathy Wright Adm.
Scott Schutzenhofer
Patriot Coal Corporation
12312 Olive Boulevard
St. Louis, MO 63141

Representative for the Debtors and
Debtors in Possession

By (Print): NINA VIRGINIA WRIGHT
By (Signature): Cathy E Wright Adm of
estate of Nina V Wright
CATHY WRIGHT
Telephone: 304-877-7394
Fax: 307-573-6655
mobile
Representative for Claimant