

## **Exhibit 2**

**SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION  
OF  
PATRIOT COAL CORPORATION**

PATRIOT COAL CORPORATION (the “Corporation”), a corporation organized and existing under the laws of the State of Delaware, DOES HEREBY CERTIFY:

1. The name of the corporation is Patriot Coal Corporation. The date of the filing of its original Certificate of Incorporation with the Secretary of State of the State of Delaware was September 25, 2006 under the name of Eastern Coal Holding Company, Inc.; the date of the filing of its Certificate of Amendment with the Secretary of State of the State of Delaware, changing the Corporation’s name to Patriot Coal Corporation, was May 10, 2007; and the date of the filing of its first Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware was October 19, 2007.

2. A petition for reorganization under Chapter 11 of 11 U.S.C. §§ 101 et seq. (the “**Bankruptcy Code**”) for the Corporation having been filed on July 9, 2012 in the United States Bankruptcy Court for the Southern District of New York, In re: Patriot Coal Corporation, et al., Case No. 12-51502-659, and under the Debtors’ [Third Amended] Joint Plan of Reorganization dated [November 4,] 2013, as the same may be amended or modified, from time to time (the “**Plan**”), and inter alia, Sections 1123 and 1129 of the Bankruptcy Code, 11 U.S.C. §§ 1123 and 1129, pursuant to the order of the United States Bankruptcy Court for the Eastern District of Missouri dated [●], 2013, the text of the Corporation’s Certificate of Incorporation, as amended, is amended and restated to read as set forth in EXHIBIT A (the “Amended and Restated Certificate of Incorporation”) attached hereto.

3. This Amended and Restated Certificate of Incorporation has been duly adopted in accordance with Sections 245 and 303 of the General Corporation Law of the State of Delaware.

4. This Amended and Restated Certificate of Incorporation will become effective at [●]:00 a.m., Eastern Time, on [●], 2013.

EXHIBIT A

FIRST: The name of the corporation is Patriot Coal Corporation.

SECOND: The registered office and registered agent of the Corporation in the State of Delaware is The Corporation Trust Company, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

THIRD: The purposes of the Corporation are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: (1) The total number of shares of all classes of stock that the Corporation shall have the authority to issue is [●] shares, consisting of (i) [●] shares of Class A Common Stock, par value \$0.00001 per share (the “**Class A Common Stock**”) and (ii) [●] shares of Class B Common Stock, par value \$0.00001 per share (the “**Class B Common Stock**” and together with the Class A Common Stock, the “**Common Stock**”). The number of authorized shares of any of the Common Stock may be increased or decreased (but not below (y) the number of shares thereof then outstanding, plus (z) the number of shares of Common Stock issuable upon the exercise of outstanding options, warrants, exchange rights, conversion rights or similar rights for Common Stock) by the affirmative vote of the holders of a majority in voting power of the stock of the Corporation entitled to vote thereon irrespective of the provisions of Section 242(b)(2) of the General Corporation Law of the State of Delaware (or any successor provision thereto), and no vote of the holders of any of the Common Stock voting separately as a class shall be required therefor.

(2) Holders of Class A Common Stock or Class B Common Stock, as the case may be, shall be entitled to vote as a separate class on any amendment or modification of any rights or privileges (by merger, reclassification or otherwise) of the Class A Common Stock or Class B Common Stock, as the case may be, that does not equally affect the Class B Common Stock or Class A Common Stock, as the case may be.

(3) (a) Each holder of Class A Common Stock, as such, shall be entitled to one (1) vote for each share of Class A Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote, and each holder of Class B Common Stock, as such, shall be entitled to one hundred (100) votes for each share of Class B Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote.

(b) Subject to applicable law, dividends may be declared and paid on the Common Stock at such times and in such amounts as the board of directors of the Corporation (the “Board of Directors”) in its discretion shall determine.

(c) Upon the dissolution, liquidation or winding up of the Corporation, the holders of the Common Stock, as such, shall be entitled to receive, after payment or provision for payment of the debts and other liabilities of the Corporation, the remaining assets and funds of the Corporation available for distribution to its stockholders ratably in proportion to the number of shares held by them.

(d) Except in relation to voting and conversion as set forth in this Article FOURTH, the rights of holders of Class A Common Stock and the rights of holders of Class B Common Stock shall be identical in all respects, including, without limitation, with respect to dividends and rights with respect to any Distribution; *provided, however*, that in the event a Distribution is paid in the form of Class A Common Stock or Class B Common Stock (or such Common Stock Equivalents), then holders of Class A Common Stock shall receive Class A Common Stock (or such Common Stock Equivalents, as the case may be) and holders of Class B Common Stock shall receive Class B Common Stock (or such Common Stock Equivalents, as the case may be).

(e) If the Corporation in any manner subdivides or combines the outstanding shares of Class A Common Stock or Class B Common Stock, the outstanding shares of the other such class will be subdivided or combined in the same proportion and manner.

(f) Each one (1) share of Class B Common Stock shall automatically, without any further action, convert into one (1) fully paid and non-assessable share of Class A Common Stock (i) upon the Transfer of such share from the Qualified Voting Trust to a Person that is not a Qualified Voting Trust, (ii) upon the consummation of an IPO, (iii) immediately prior to any consolidation, merger, combination, recapitalization, reorganization, reclassification or other event as a result of which the shares of Class A Common Stock are exchanged for or converted into other stock or securities, cash and/or any other property, and the holders of Class A Common Stock and Class B Common Stock shall as a result of such conversion receive the same kind and amount of stock, security, cash and/or other property distributed in such transaction, or (iv) if Warrants representing [two-third or more] of the total number of shares of Class A Common Stock underlying the Warrants have been exercised in accordance with their terms. The Corporation may, from time to time, establish such policies and procedures relating to the conversion of the Class B Common Stock to Class A Common Stock and the general administration of this dual class stock structure, solely in accordance with the provisions of this Amended and Restated Certificate of Incorporation, and may from time to time request that holders of shares of Class B Common Stock furnish such certifications, affidavits or other proof to the Corporation as it deems necessary to verify the ownership of Class B Common Stock and to confirm that a conversion to Class A Common Stock has not occurred. A determination by the Secretary of the Corporation that a Transfer results in a conversion to Class A Common Stock shall be conclusive and binding. Upon conversion of Class B Common Stock to Class A Common Stock, such converted shares of Class B Common Stock shall be deemed to be no longer outstanding and shall resume the status of authorized and unissued shares in accordance with Section 243(b) of the General Corporation Law of the State of Delaware.

(g) [At any time on or after the earlier of (i) the dissolution, liquidation or winding up of the Qualified Voting Trust, including, but not limited to, any termination thereof pursuant to Section 3.1(c) of the Voting Trust Agreement, or (ii) [●], 2018, a majority of the disinterested members of the Board of Directors shall have the right, subject to, to cause each share of Class B Common Stock held by any holder to automatically convert into one (1) fully paid and non-assessable share of Class A Common Stock.]

(h) The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Class A Common Stock, solely for the purpose of effecting the conversion of the shares of Class B Common Stock, such number of its shares of Class A

Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Class B Common Stock into shares of Class A Common Stock.

(4) Notwithstanding any other provision contained herein to the contrary, no Transfer of Common Stock or Common Stock Equivalents to a Third Party shall be permitted, and any such Transfer shall be null and void ab initio, if, after giving effect to such Transfer, the Corporation would be required to become a reporting company under the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”); provided, however, that such restriction shall no longer be applicable upon the earlier of (i) the Corporation’s registration of any class of its equity securities within the meaning of the Exchange Act and (ii) the Corporation’s listing of any class of its securities on a national securities exchange.

(5) Prior to issuing any equity securities of the Corporation or any of its subsidiaries (collectively, “**Additional Stock**”) to any Person or Persons, the Corporation shall first make an offering of such Additional Stock to [the Backstop Parties] in accordance with the following provisions:

(a) At least 20 calendar days prior to issuing any Additional Stock, the Corporation shall deliver a notice to each Backstop Party, which notice shall state that (i) the Corporation intends to make a proposal pursuant this Section (5) to each Qualified Holder and (ii) only Qualified Holders who return a written certification (in a form to be provided by the Corporation together with such notice) of their status as Qualified Holders to the Corporation, within 10 calendar days from the date such notice is sent, will be eligible to receive such proposal (each Qualified Holder of Common Stock that returns such written certification to the Corporation within the required time period, an “**Eligible Holder**”). At least 10 calendar days prior to selling any Additional Stock, the Corporation shall deliver a notice (a “**Notice of Preemptive Rights**”) to each Eligible Holder stating (i) its bona fide intention to offer such Additional Stock, (ii) the number of such shares or units of Additional Stock to be offered and (iii) the price and terms upon which it proposes to offer such Additional Stock.

(b) Within 10 calendar days after receipt of any Notice of Preemptive Rights, each Eligible Holder may elect to purchase or obtain (each such electing Eligible Holder, a “**Subscribing Holder**”), at the price and on the terms specified in the Notice of Preemptive Rights, up to that number of shares or units of such Additional Stock which is equal to (i) the total number of shares or units of such Additional Stock to be offered, as specified in the Notice of Preemptive Rights, multiplied by (ii) a fraction, the numerator of which is the number of shares of Common Stock, after giving effect to the exercise, conversion or exchange of Common Stock Equivalents, in each case, held by such Subscribing Holder and the denominator of which is the total number of shares of Common Stock then outstanding after giving effect to the exercise, conversion or exchange of all Common Stock Equivalents then outstanding (other than such Common Stock Equivalents issued pursuant to any management compensation, equity incentive or employee benefit plan approved by the Board of Directors) (a “**Pro Rata Share**”).

(c) If all shares of Additional Stock which an Eligible Holder is entitled to obtain pursuant to Section (5)(b) are not elected to be obtained as provided, then the Corporation may, during the 60 day period following the expiration of the period provided in Section (5)(b), offer the remaining unsubscribed portion of such Additional Stock to any Person or Persons (including any Subscribing Holder, whether or not such Subscribing Holder has previously elected to

purchase its entire Pro Rata Share) at a price not less than, and upon terms no more favorable to the offeree than those specified in the Notice of Preemptive Rights. If the Corporation does not enter into an agreement for the sale of the Additional Stock within such period, or if such agreement is not consummated within 30 days of the execution thereof, the right provided hereunder shall be deemed to be revived and such Additional Stock shall not be sold unless first reoffered to the holders of Common Stock in accordance herewith. Subject to Section (5)(e), the Corporation may not make any sale of Additional Stock unless, prior to or simultaneously therewith, all Subscribing Holders obtain their Pro Rata Share on the terms set forth in the applicable Notice of Preemptive Rights.

(d) The preemptive rights in this Section (5) shall not be transferrable and as to any Backstop Party, shall terminate and be of no further force and effect at such time as such Backstop Party and its affiliates no longer hold any Common Stock or Common Stock Equivalents.

(e) The preemptive rights in this Section (5) shall not apply to the offer or sale of Excluded Stock and shall terminate, such that this Section (5) shall have no further force or effect, immediately following an IPO.

(f) Notwithstanding any of the foregoing to the contrary, the Corporation shall have no obligation to comply with any provision of this Section (5) if, in the reasonable opinion of counsel to the Corporation, such compliance would violate the Securities Act of 1933, as amended (the “**Securities Act**”) or the Exchange Act, or the rules and regulations promulgated thereunder.

FIFTH: The Board of Directors shall be authorized to make, amend, alter, change, add to or repeal the By-Laws of the Corporation in any manner not inconsistent with the laws of the State of Delaware, subject to the power of the stockholders to amend, alter, change, add to or repeal the By-Laws made by the Board of Directors.

SIXTH: This Charter may not be altered, amended or repealed, in whole or in part, nor shall a new Charter be adopted by the stockholders without obtaining the approval of at least 66 2/3 percent of the voting power of all of the then issued and outstanding shares of the Corporation’s Common Stock, voting together as a single class.

SEVENTH: To the fullest extent permitted by the laws of the State of Delaware:

(1) The Corporation shall indemnify any person (and such person’s heirs, executors or administrators) who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding (brought in the right of the Corporation or otherwise), whether civil, criminal, administrative or investigative, and whether formal or informal, including appeals, by reason of the fact that such person is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was, serving at the request of the Corporation as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, limited liability company or other enterprise, for and against all expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person or such heirs, executors or administrators in connection with such action, suit or proceeding, including appeals. The

Corporation shall promptly pay expenses incurred by any person described in the first sentence of this Section (1) in defending any action, suit or proceeding in advance of the final disposition of such action, suit or proceeding, including appeals, upon presentation of appropriate documentation. Notwithstanding the preceding sentences, the Corporation shall be required to indemnify a person described in such sentences who was not a director or officer of the Corporation as of December [18], 2013, only to the extent that the events precipitating any action, suit or proceeding occurred after July 9, 2012, and the Corporation shall be required to indemnify a person described in such sentences in connection with any action, suit or proceeding (or part thereof) commenced by such person only if the commencement of such action, suit or proceeding (or part thereof) by such person was authorized by the Board of Directors of the Corporation.

(2) The Corporation may, by action of its Board of Directors, provide indemnification to such of the employees and agents, or with respect to an event occurring on or before July 9, 2012 to such of the former directors or officers, of the Corporation to such extent and to such effect as the Board of Directors shall determine to be appropriate and authorized by the laws of the State of Delaware; *provided that*, for each such former director or officer or current or former employee or agent, the Corporation may indemnify such persons only to the extent of available coverage under an applicable insurance policy (and payable from the proceeds of such insurance policy), unless otherwise required by the laws of the State of Delaware.

(3) The Corporation may purchase and maintain insurance on behalf of any person described in Section (1) or Section (2) of this Article SEVENTH against any liability asserted against such person, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article SEVENTH or otherwise.

(4) The provisions of this Article SEVENTH shall be applicable to all actions, claims, suits or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions to act occurring before or after its adoption. The provisions of this Article SEVENTH shall be deemed to be a contract between the Corporation and each director or officer who serves in such capacity at any time while this Article SEVENTH and the relevant provisions of the laws of the State of Delaware and other applicable law, if any, are in effect, and any repeal or modification hereof shall not affect any rights or obligations then existing with respect to any state of facts or any action, suit or proceeding then or theretofore existing, or any action, suit or proceeding thereafter brought or threatened based in whole or in part on any such state of facts. If any provision of this Article SEVENTH shall be found to be invalid or limited in application by reason of any law or regulation, it shall not affect the validity of the remaining provisions hereof. The rights of indemnification provided in this Article SEVENTH shall neither be exclusive of, nor be deemed in limitation of, any rights to which an officer, director, employee or agent may otherwise be entitled or permitted by contract, this Amended and Restated Certificate of Incorporation, vote of stockholders or directors or otherwise, or as a matter of law, both as to actions in such person's official capacity and actions in any other capacity while holding such office.

(5) For purposes of this Article SEVENTH, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the

Corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries.

(6) A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended. Any amendment, modification or repeal of the foregoing sentence shall not adversely affect any right or protection of a director of the Corporation hereunder in respect of any act or omission occurring prior to the time of such amendment, modification or repeal.

EIGHTH: (1) The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors.

(2) The number of directors which shall constitute the Board of Directors shall initially be five (5) and, thereafter, shall be fixed exclusively by one or more resolutions adopted from time to time by the affirmative vote of a majority of the Board of Directors in accordance with the By-Laws of the Corporation. [The following individuals are hereby appointed as the directors of the Corporation to hold office until the next annual meeting of stockholders or until their successors are elected and qualified: [●]].

(3) Unless and except to the extent that the By-Laws of the Corporation shall so require, the election of the directors of the Corporation need not be by written ballot. There shall be no cumulative voting in the election of directors.

NINTH: Meetings of stockholders may be held within or without the State of Delaware, as the By-Laws of the Corporation may provide. The books of the Corporation may be kept outside the State of Delaware at such place or places as may be designated by the Board of Directors or in the By-Laws of the Corporation.

TENTH: The shares of the Corporation shall be uncertificated shares, provided that the Board of Directors may provide by resolution or resolutions that some or all classes or series of the Corporation's stock shall be certificated shares.

ELEVENTH: To the extent required by Section 1123(a)(6) of the Bankruptcy Code, the Corporation shall not issue nonvoting equity securities. This provision shall have no further force and effect beyond that required by Section 1123(a)(6) of the Bankruptcy Code and is applicable only for so long as such Section is in effect and applicable to the Corporation.

TWELFTH: The Corporation expressly elects not to be governed by Section 203 of the General Corporation Law of the State of Delaware.

THIRTEENTH: The following terms, where capitalized in this Amended and Restated Certificate, shall have the meanings ascribed to them in this Article THIRTEENTH:

“**Backstop Party**” means any of [List Backstop Parties] and any of their respective affiliates.

“**Distribution**” means (i) any dividend or distribution of cash, property or shares of the Corporation’s capital stock; and (ii) any distribution following or in connection with any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary.

“**Common Stock Equivalents**” means any warrants, rights call options or other securities exchangeable or exercisable for, or convertible into, Common Stock.

“**Effective Date**” means the Business Day selected by the Corporation that is (i) on or after the date that the Bankruptcy Court enters an order confirming the Plan and on which date no stay of such 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 therein.

“**Excluded Stock**” means (i) Additional Stock issued or issuable directly in consideration for the acquisition of another business from one or more unaffiliated third parties approved by the Board of Directors by the Corporation by merger, purchase of all or substantially all of the assets or other reorganization, (ii) Additional Stock sold by the Corporation in an IPO, (iii) Additional Stock issued or issuable in connection with any debt financing from or with one or more unaffiliated third parties approved by the Board of Directors, (iv) Additional Stock issued or issuable pursuant to any management compensation, equity incentive or employee benefit plan approved by the Board of Directors, (v) shares of Common Stock issued or issuable pursuant to Common Stock Equivalents outstanding as of the date hereof, (vi) shares of Common Stock issuable upon the conversion of shares of Class B Common Stock into Class A Common Stock, (vii) shares of Common Stock issued by the Corporation as a stock dividend payable in shares of Common Stock, or upon any subdivision or split of the outstanding shares of Common Stock or (viii) Additional Stock issued to the Corporation or one or more of its subsidiaries.

“**IPO**” means the Corporation’s bona fide initial public offering of any class of its equity securities pursuant to an effective registration statement filed with the Securities and Exchange Commission under the Securities Act.

“**Person**” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or any agency or political subdivision thereof.

“**Qualified Holder**” means a holder of Common Stock or Common Stock Equivalents who is a Backstop Party and is (i) a “qualified institutional buyer” as defined in Rule 144A under the Securities Act or (ii) an “accredited investor” as defined in Rule 501(a) of Regulation D under the Securities Act.

“**Qualified Voting Trust**” means that certain voting trust created by the Voting Trust Agreement.

“**Third Party**” means any Person which is not deemed to be an owner of record of Common Stock or Common Stock Equivalents pursuant to Rule 12g5-1 under the Exchange Act.

**“Transfer”** means to sell, hypothecate, give, convey, bequeath, transfer, assign, pledge or in any other way whatsoever encumber or dispose.

**“Voting Trust Agreement”** means the voting trust agreement, made as of [\_\_\_\_\_, 2013], by and among the Corporation and Torque Point Advisors, LLC.

**“Warrants”** means the warrants to acquire New Class A Common Stock issued on the Effective Date.

\* \* \*

IN WITNESS WHEREOF, the undersigned has executed this Second Amended and Restated Certificate of Incorporation this [●] day of [●], 2013.

PATRIOT COAL CORPORATION

By: \_\_\_\_\_  
Name:  
Title: