

**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)

**OMNIBUS ORDER APPROVING THE REJECTION OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND THE
ABANDONMENT OF CERTAIN EXPENDABLE PROPERTY**

Upon the Amended Fifth Omnibus Notice of Rejection of Certain Executory Contracts and Unexpired Leases and the Abandonment of Expendable Property as Listed on Schedule “A” Attached Hereto [Docket No. 1513] (the “**Notice**”)² of Patriot Coal Corporation and its subsidiaries that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”) filed on November 2, 2012, which amended the notice of rejection previously filed on October 12, 2012 [Docket No. 1213], pursuant to the Court’s Order dated August 16, 2012 Establishing Procedures for the Rejection of Executory Contracts and Unexpired Leases and for the Abandonment of Personal Property [Docket No. 370] (the “**Rejection Procedures Order**”); and the Court having jurisdiction to consider the Notice 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 Notice 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

¹ The Debtors are the entities listed on Schedule 1 attached to the Motion [Docket No. 136]. 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 Notice.

of the Notice having been provided in accordance with the Rejection Procedures Order; and it appearing that no other or further notice need be provided; and the relief requested in the Notice being in the best interests of the Debtors and their respective estates and creditors; and rejecting the Contracts and Leases and abandoning the Expendable Property to the extent set forth herein representing a prudent exercise of the Debtors' business judgment; and the Court having reviewed the Notice; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED that the relief requested in the Notice is hereby granted solely with respect to the Lease Agreements (as defined below) and as set forth herein; and it is further

ORDERED that pursuant to section 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006 and Local Rule 6006-1, the Debtors' rejection of the Contracts and Leases set forth in Schedule 1 hereto (the "**Lease Agreements**") is hereby approved and shall be effective as of the applicable date set forth on Schedule A to the Notice; and it is further

ORDERED that pursuant to section 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007 and Local Rule 6007-1, the Debtors' abandonment of the Expendable Property related to the Lease Agreements is hereby approved and shall be effective as of the applicable date set forth on Schedule A to the Notice; and it is further

ORDERED that claims arising out of any rejections or abandonments effected pursuant to this Order must timely be filed in accordance with the Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof [Docket No. 1388] on or before the later of (i) December 14, 2012 at 5:00 p.m. and (ii) 30 days after the date hereof, and that absent a timely filing, such claim will be irrevocably barred; and it is further

ORDERED that if a counterparty to the Lease Agreements does not retrieve or otherwise take control of the relevant Expendable Property within ten days of the entry of this Order or such later date as agreed with the Debtors in writing, then the counterparty shall be responsible to the Debtors for the subsequent costs of, and all risks attendant to, storing such equipment and for other attendant costs as determined by the Debtors, including the cost of insuring the relevant Expendable Property. If the counterparty does not remove its Expendable Property or make timely payments for storage and other costs, the Debtors may file a motion to compel removal of the Expendable Property and/or payment to the Debtors of storage and other attendant costs, including, without limitation, all legal fees; and it is further

ORDERED that notice of the Notice and the relief requested therein with respect to the Lease Agreements satisfy Bankruptcy Rules 6006 and 6007 and Local Bankruptcy Rule 6006-1; and it is further

ORDERED that the description of Expendable Property related to the Lease Agreements contained in the Notice, coupled with the information contained in Schedule A to the Notice and the notice provisions contained therein satisfy Local Bankruptcy Rule 6007-1; and it is further

ORDERED that the notice procedures set forth in the Notice with respect to the Lease Agreements are good and sufficient notice and satisfy Bankruptcy Rule 9014 by providing the counterparties to the Lease Agreements with notice and an opportunity to object and be heard at a hearing; and it is further

ORDERED that the relief granted herein is without prejudice to the Debtors' rights to reject any Contracts or Leases set forth in Schedule A to the Notice that are not set forth in Schedule 1 hereto; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: November 6, 2012
New York, New York

/s/ Shelley C. Chapman
HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Schedule 1¹

Title of Agreement / Contract Type	Contract Number	Debtor Parties to the Contracts and Leases to be Rejected	Counterparties to the Contracts and Leases to be Rejected	Date of Contract or Lease	Location of Real Property that is the Subject of a Lease to be Rejected	Description and Location of Expendable Property*	Rejection Effective Date	If Applicable:	
								Affected Mining or Related Permit(s) and License(s) (and Surety Provider(s), if applicable)	Description of Known Environmental Contamination Requiring Reporting to Governmental Unit
Equipment Lease	EQUI1346	Patriot Leasing Company LLC	Macquarie Corporate & Asset Funding, Inc.	8/1/2011	N/A	Joy 14CM15-11CX Continuous Miner Serial No. JM6793 1100 Workmans Branch Road Wharton, WV 25208	10/12/2012	N/A	N/A
Equipment Lease	EQUI1346.8	Patriot Leasing Company LLC	Macquarie Corporate & Asset Funding, Inc.	1/1/2012	N/A	Brookville Diesel Tractor 15 Ton/20 Man Serial No. 9665 4449 Left Hand Fork Joe's Creek Comfort, WV 25049	10/12/2012	N/A	N/A

* Expendable Property will be abandoned to the lessor or sublessor party to the Lease associated with such Expendable Property unless otherwise specified here.

¹ The Leases are being rejected pursuant to this Notice only to the extent of the lease of Expendable Property specified in this Schedule 1, and any Leases between the Debtors and any Counterparty or Lessor are otherwise unaffected by this Notice.

Title of Agreement / Contract Type	Contract Number	Debtor Parties to the Contracts and Leases to be Rejected	Counter-parties to the Contracts and Leases to be Rejected	Date of Contract or Lease	Location of Real Property that is the Subject of a Lease to be Rejected	Description and Location of Expendable Property*	Rejection Effective Date	If Applicable:	
								Affected Mining or Related Permit(s) and License(s) (and Surety Provider(s), if applicable)	Description of Known Environmental Contamination Requiring Reporting to Governmental Unit
Equipment Lease	EQUI1346.8	Patriot Leasing Company LLC	Macquarie Corporate & Asset Funding, Inc.	1/1/2012	N/A	Fletcher CHDDR-13 Roof Bolter Serial No. 2011059 4449 Left Hand Fork Joe's Creek Comfort, WV 25049	10/12/2012	N/A	N/A
Equipment Lease	EQUI1410.18	Patriot Leasing Company LLC	RBS Asset Finance, Inc.	1/1/2009	N/A	Joy Miner 14CM15 Serial No. JM 6124 4449 Left Hand Fork Joe's Creek Comfort, WV 25049	10/12/2012	N/A	N/A

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								Affected Mining or Related Permit(s) and License(s) (and Surety Provider(s), if applicable)	Description of Known Environmental Contamination Requiring Reporting to Governmental Unit
Equipment Lease	EQUI1137.8	Patriot Leasing Company LLC	SG Equipment Finance	6/3/2011	N/A	Fletcher CHDDR-13 Roof Bolter Serial No. 2010168 1100 Workmans Branch Road Wharton, WV 25208	10/12/2012	N/A	N/A
Equipment Lease	EQUI1137.8	Patriot Leasing Company LLC	SG Equipment Finance	6/3/2011	N/A	Fletcher CHDDR-13 Roof Bolter Serial No. 2010169 1100 Workmans Branch Road Wharton, WV 25208	10/12/2012	N/A	N/A

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								Affected Mining or Related Permit(s) and License(s) (and Surety Provider(s), if applicable)	Description of Known Environmental Contamination Requiring Reporting to Governmental Unit
Equipment Lease	EQUI1137.12	Patriot Leasing Company LLC	SG Equipment Finance	2/28/2012	N/A	Shuttle Car 2064-A, Serial No. 2064-0033 4449 Left Hand Fork Joe's Creek Comfort, WV 25049	10/12/2012	N/A	N/A

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								Affected Mining or Related Permit(s) and License(s) (and Surety Provider(s), if applicable)	Description of Known Environmental Contamination Requiring Reporting to Governmental Unit
Equipment Lease	EQUI1137.12	Patriot Leasing Company LLC	SG Equipment Finance	2/28/2012	N/A	Brookville Diesel Tractor 15 Ton/20 Man Serial No. 9666 4449 Left Hand Fork Joe's Creek Comfort, WV 25049	10/12/2012	N/A	N/A
Equipment Lease	EQUI1470.36	Patriot Leasing Company LLC	Siemens Financial Services	8/24/2010	N/A	Joy 14CM15-11CX Continuous Miner, Serial No. JM6395 4449 Left Hand Fork Joe's Creek Comfort, WV 25049	10/12/2012	N/A	N/A

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