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

In re: Chapter 11

PATRIOT COAL CORPORATION, et al., Case No. 12-12900 (SCC)

Debtors. (Jointly Administered)

NOTICE OF STIPULATION REGARDING FINAL ORDER
(I) AUTHORIZING DEBTORS (A) TO OBTAIN POST-PETITION
FINANCING PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 364(C)(1),
364(C)(2), 364(C)(3), 364(D)(1) AND 364(E), AND (B) TO UTILIZE
CASH COLLATERAL PURSUANT TO 11 U.S.C. § 363 AND
(II) GRANTING ADEQUATE PROTECTION TO PRE-PETITION
SECURED LENDERS PURSUANT TO 11 U.S.C. §§ 361, 362, 363 AND
364 BETWEEN THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS AND THE PRE-PETITION AGENT

#### PLEASE TAKE NOTICE OF THE FOLLOWING:

- 1. On August 3, 2012, the Court entered the Final Order (I) Authorizing Debtors (A) to Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e), and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (II) Granting Adequate Protection to Pre-Petition Secured Lenders Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364 [Docket No. 275] (the "Final DIP Order").
- 2. As set forth in paragraph 19 of the Final DIP Order, the "Challenge Deadline" was fixed as the date that was ninety days from the entry of the Final DIP Order, or November 1, 2012.

<sup>&</sup>lt;sup>1</sup> Capitalized terms not otherwise defined herein shall be given the meanings ascribed to them in the Final DIP Order.

- 3. On October 16, 2012, the Official Committee of Unsecured Creditors (the "Committee") of the above-captioned debtors and debtors-in-possession in these Chapter 11 cases and Bank of America, N.A. as administrative agent for the Pre-Petition Credit Agreement Lenders (the "Pre-Petition Agent") entered into that certain Stipulation Between the Official Committee of Unsecured Creditors and the Pre-Petition Agent Extending the Challenge Period (the "First Extension Stipulation"), which First Extension Stipulation was filed on October 16, 2012 [Docket No. 1365]. Subject to and qualified by the terms of the First Extension Stipulation, the Pre-Petition Agent agreed to an extension of the Challenge Deadline for the Committee only, to and through December 3, 2012.
- 4. On November 20, 2012, the Committee and the Pre-Petition Agent entered into that certain *Second Stipulation Between the Official Committee of Unsecured Creditors and the Pre-Petition Agent Extending the Challenge Period* (the "Second Extension Stipulation"), which First Extension Stipulation was filed on November 20, 2012 [Docket No. 1614]. Subject to and qualified by the terms of the Second Extension Stipulation, the Pre-Petition Agent agreed to an extension of the Challenge Deadline for the Committee only, to and through December 14, 2012.
- 5. On December 13, 2012, the Committee and the Pre-Petition Agent entered into that certain Stipulation Regarding Final Order (I) Authorizing Debtors (A) to Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e), and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (II) Granting Adequate Protection to Pre-Petition Secured Lenders Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364 (the "Third Extension Stipulation"), a copy of which is attached hereto as Exhibit "A".
- 6. Subject to and qualified by the terms of the Third Extension Stipulation, the Pre-Petition Agent has agreed to an extension of the Challenge Deadline for the Committee only, solely with respect to the Remaining Issues (as defined in the Third Extension Stipulation), to and through February 12, 2013.

Dated: December 14, 2012 New York, New York

COLE, SCHOTZ, MEISEL, FORMAN & LEONARD, P.A., Conflicts Counsel to the Official Committee of Unsecured Creditors of Patriot Coal Corporation, et al.

#### /s/Stuart Komrower

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# **EXHIBIT A**

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

	)	
In re:	)	Chapter 11
	)	
PATRIOT COAL CORPORATION, et al.,	)	Case No. 12-12900 (SCC)
	)	
Debtors.	)	Jointly Administered
	)	

STIPULATION REGARDING FINAL ORDER (I) AUTHORIZING DEBTORS (A) TO OBTAIN POST-PETITION FINANCING PURSUANT TO 11 U.S.C. §§ 105, 361, 362, 364(C)(1), 364(C)(2), 364(C)(3), 364(D)(1) AND 364(E), AND (B) TO UTILIZE CASH COLLATERAL PURSUANT TO 11 U.S.C. § 363 AND (II) GRANTING ADEQUATE PROTECTION TO PRE-PETITION SECURED LENDERS PURSUANT TO 11 U.S.C. §§ 361, 362, 363 AND 364

#### **WHEREAS:**

- A. On July 9, 2012, (the "Petition Date"), Patriot Coal Corporation and certain of its affiliates (the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Bankruptcy Code (the "Bankruptcy Code"). The Debtors' cases are being jointly administered pursuant to Rule 1005(b) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"). Each Debtor is continuing to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.
- B. On August 3, 2012, this Court entered the Final Order (I) Authorizing Debtors (A) to Obtain Post-Petition Financing Pursuant to 11 U.S.C. §§ 105, 361, 362, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1) and 364(e), and (B) to Utilize Cash Collateral Pursuant to 11 U.S.C. § 363 and (II) Granting Adequate Protection to Pre-Petition Secured Lenders Pursuant to 11 U.S.C. §§ 361, 362, 363 and 364 [Docket No. 275] (as modified by that certain (i) Stipulation Between the Official Committee of Unsecured Creditors and the Pre-

Petition Agent Extending the Challenge Period, dated October 16, 2012 [Docket No. 1365], and (ii) Second Stipulation Between The Official Committee of Unsecured Creditors and the Pre-Petition Agent Extending the Challenge Period, dated November 20, 2012 [Docket No. 1614], the "Final DIP Order"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Final DIP Order.

- C. Pursuant to the Final DIP Order, the stipulations and admissions contained in the Final DIP Order, including, without limitation, Paragraph 4 of the Final DIP Order, became binding on (i) the Debtors and any successor thereto as of the date of entry of the Final DIP Order, and (ii) all parties in interest (other than the Committee (as defined below)), under all circumstances and for all purposes as of November 1, 2012.
- D. Pursuant to Paragraph 19 of the Final DIP Order, the Official Committee of Unsecured Creditors (the "Committee") has the right to properly commence an adversary proceeding or contested matter by no later than December 14, 2012 (x) challenging the validity, enforceability, priority, or extent of the Pre-Petition Debt or the Pre-Petition Agent's or the Pre-Petition Credit Agreement Lenders' liens on the Pre-Petition Collateral or (y) otherwise asserting or prosecuting any action for preferences, fraudulent conveyances, other avoidance power claims, or any other claims, counterclaims or causes of action, objections, contests, or defenses against the Pre-Petition Agent, any of the Pre-Petition Credit Agreement Lenders, or their affiliates, representatives, attorneys or advisors on behalf of the Debtors' estates.
- E. Pursuant to the *Order Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof* [Docket No. 1388], on December 11, 2012, the Pre-Petition Agent filed a single, master proof of claim against each of the Debtors (the "<u>Master Proof of Claim</u>"), on behalf of itself and the other Pre-Petition Credit Agreement

Lenders, which sets forth, among other matters, in paragraph 6, all of the Pre-Petition Obligations under the Pre-Petition Credit Agreement as of the Petition Date.

F. The Committee has requested and the Pre-Petition Agent has agreed to a sixty (60) day extension of the Challenge Deadline solely with respect to the specific matters enumerated in Paragraph 1 below (collectively, the "Remaining Issues"). The Committee has agreed that except with respect to the Remaining Issues, it will not (x) challenge the validity, enforceability, priority, or extent of the Pre-Petition Debt or the Pre-Petition Agent's or the Pre-Petition Credit Agreement Lenders' liens on the Pre-Petition Collateral or (y) otherwise assert or prosecute any action for preferences, fraudulent conveyances, other avoidance power claims, or any other claims, counterclaims or causes of action, objections, contests, or defenses against the Pre-Petition Agent, any of the Pre-Petition Credit Agreement Lenders, or their affiliates, representatives, attorneys or advisors on behalf of the Debtors' estates.

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the parties hereto, that:

- 1. The Challenge Deadline is hereby extended to February 12, 2013 solely with respect to the Committee's time to properly file an adversary proceeding or contested matter seeking a determination of the following Remaining Issues as to each of which all of the Committee's rights are fully preserved through and including the February 12, 2013 Challenge Deadline:
  - (a) whether the Pre-Petition Agent's or Pre-Petition Credit Agreement Lenders' security interests are properly perfected and not subject to avoidance solely with respect to the specific real property and related interests owned or leased by the Debtors as of the Petition Date

and identified on Exhibit A to this Stipulation, including coal reserves, asextracted collateral and identifiable proceeds of the foregoing which are traceable to such real property and related interests;

- (b) whether the Pre-Petition Agent's or Pre-Petition Credit Agreement Lenders' security interests are properly perfected and not subject to avoidance solely with respect to the specific bank accounts and the funds therein owned by the Debtors as of the Petition Date which are identified on Exhibit B to this Stipulation;
- (c) whether the Pre-Petition Agent's or Pre-Petition Credit Agreement Lenders' security interests are properly perfected and not subject to avoidance with respect to (i) the equity interests or other assets, if any, owned by Cub Branch Coal Company, LLC and (ii) any motor vehicles, rolling stock and other vehicles or equipment that are subject to a certificate of title statute of the applicable jurisdiction owned by any of the Debtors as of the Petition Date; and
- (d) whether, as of the Petition Date, the amount of accrued and unpaid (i) interest in respect of the Outstanding Swing Line Loan as described in paragraph 6(B) of the Master Proof of Claim was properly calculated as \$32,986.10, and (ii) fees arising under the Pre-Petition Credit Agreement as described in paragraphs 6(C), 6(E) and 6(F) of the Master Proof of Claim were properly calculated as a total of \$523,704.16.
- 2. Subject only to the full preservation of the Committee's rights set forth in Paragraph 1 above which may arise from the lack of proper perfection and/or avoidability with

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respect to the Remaining Issues, effective immediately upon execution of this Stipulation by counsel to the Committee and counsel to the Pre-Petition Agent: (i) the stipulations and admissions contained in the Final DIP Order, including, without limitation, in Paragraph 4 of the Final DIP Order, are binding upon the Committee, any successor thereto and any other person or entity acting on behalf of, by or through the Committee, for all purposes including, without limitation, any chapter 7 or 11 trustee appointed or elected for any of the Debtors; (ii) the Pre-Petition Agent's and Pre-Petition Credit Agreement Lenders' liens on the Pre-Petition Collateral shall be deemed to have been, as of the Petition Date, legal, valid, binding and perfected, not subject to counterclaim, setoff, subordination, recharacterization, defenses, or avoidance; (iii) the Pre-Petition Obligations arising under the Pre-Petition Credit Agreement, the Pre-Petition Agent's and the Pre-Petition Credit Agreement Lenders' liens on the Pre-Petition Collateral and the Pre-Petition Agent and the Pre-Petition Credit Agreement Lenders shall not be subject to any other or further challenge by the Committee, any successor thereto and any other person or entity acting on behalf of, by or through the Committee, including, without limitation, any chapter 7 or 11 trustee appointed or elected for any of the Debtors; and (iv) the refinancing of the Pre-Petition Debt arising under the Pre-Petition Credit Agreement (including the L/C Roll Up and the repayment of the Outstanding Swing Line Loans) shall be irrevocable and shall not be subject to restitution, disgorgement, or any other challenge under any circumstances, including, without limitation, pursuant to any Claims and Defenses.

3. The terms of the Final DIP Order shall remain in full force and effect, subject only to the preservation of the Committee's rights as set forth herein. Solely with respect to the Remaining Issues, this Stipulation shall be without prejudice to any and all remedies

available as a result of a timely successful challenge pursuant to, and in accordance with, the terms of the Final DIP Order.

- 4. Notwithstanding anything to the contrary herein, this Stipulation shall be without prejudice to the rights of setoff, if any, held by the Pre-Petition Agent or Pre-Petition Credit Agreement Lenders.
- 5. The agreement with respect to the Remaining Issues set forth in this Stipulation shall not be deemed an admission or concession by the Pre-Petition Agent or any Pre-Petition Credit Agreement Lender.
- 6. This Stipulation may be executed in one or more counterparts, by facsimile or electronic mail, all of which shall be considered one and the same agreement, and shall become effective immediately upon execution by counsel for the Committee and counsel for the Pre-Petition Agent.
- 7. This Stipulation may not be changed, amended, modified, or altered except by written agreement signed by each of the parties to this Stipulation.
- 8. This Court shall retain jurisdiction to hear any matters or disputes arising from or related to this Stipulation and Order.

[Signature page follows.]

Dated: December **13**, 2012 New York, NY

WILLKIE FARR & GALLAGHER LLP

Margot S. Schonholtz Ana M. Alfonso 787 Seventh Avenue New York, NY 10019 (212) 728-8000 (212) 728-8111 (Facsimile)

Counsel to Bank of America, N.A., as Pre-Petition Agent Dated: December 13, 2012 New York, NY

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Conflicts Counsel to the Official Committee of Unsecured Creditors

#### **Real Property and As-Extracted Collateral**

Debtor	Type of Property	Property Description/Lease Number <sup>1</sup>	
Apogee Coal Company, LLC	Surface/Coal Leases	2341-00001-00	
Beaver Dam Coal Company,			
LLC	Owned Surface	Ohio County Property, Ohio County, KY	
Beaver Dam Coal Company, LLC	Owned Coal Reserves	Reserve 1544 – Ohio County Area, Ohio County, KY	
Big Eagle, LLC	Owned Surface	Fields Creek & Route 61, Kanawha County, WV	
Big Eagle Rail, LLC	Surface/Coal Leases	ADD006	
Black Stallion Coal Company, LLC	Owned Surface	Pond Fork Property, Boone County, WV	
Black Stallion Coal Company, LLC	Surface/Coal Leases	0794-000002-00 and 0794-000004-00	
Black Walnut Coal Company	Owned Surface	Spruce Laurel Property, Boone County, WV	
Black Walnut Coal Company	Surface/Coal Leases	0884-000004-00 (As-Extracted Collateral only)	
Catenary Coal Company, LLC	Owned Surface	Kayford Property, Kanawha County, WV	
Catenary Coal Company, LLC	Surface/Coal Leases	LH-097, LH-114 and LH-076	
Central States Coal Reserves of Kentucky, LLC	Owned Surface	Reserve 1542 & 1544, Ohio & Muhlenberg Counties, KY	
		Reserve 1540 & 1546 Panama Mine (1284-Panama Mine), Webster County, KY	
Central States Coal Reserves of	Owned Coal	Reserve 1540, Freedom Underground Property (2450 Freedom	
Kentucky	Reserves	Underground), Henderson County, KY	
	Reserves	Reserve 1542, Muhlenberg (1542 Muhlenberg County Area),	
		Muhlenberg County, KY	
		Reserve 1544, Ohio (1544 Ohio County Area), Ohio County, KY	
		1540-000002-00 and 1540-000015-00	
		1540-000020-00 through 1540-000025-00	
		1540-000029-00 and 1540-000030-00a	
		1540-000031-00 through 1540-000033-00	
Central States Coal Reserves of	Surface/Coal Leases	1540-0019ZZ-01 (As-Extracted Collateral only)	
Kentucky	Surface, Cour Leases	1540-0019ZZ-02 (As-Extracted Collateral only)	
		1540-019AAA-00 through1540-019CCC-00	
		1542-000007-00 and 1542-000008-00	
		1542-000020-00 and 1542-000024-00	
		1544-00007-00	
Cleaton Coal Company	Owned Surface	Vogue Area Property, Muhlenberg County, KY	
Cleaton Coal Company	Surface/Coal Leases	2739-00012-00	
Coal Reserve Holding Limited Liability Company No. 2	Owned Coal Reserves	Reserve 274, River Kind U.G. #1 Property, St. Clair County, IL	
		0630-000002-00	
Colony Bay Coal Company	Surface/Coal Leases	0630-000004-00 (Lease only)	
		0630-000005-00	
Coyote Coal Company, LLC	Surface/Coal Leases	ξ	
Dodge Hill Mining Company,	Owned Surface	Airshaft Property, Union County, KY	
LLC	5 Surface	Portal & Refuse Area Property, Union County, KY	
Dodge Hill Mining Company	Owned Coal Reserves	Reserve 1136 Sturgis U.G. – Union County Property, Union County, KY	
		Reserve 2741 Dodge Hill Mine #1 Property, Union County, KY	
		2741-000005-02	
Dodge Hill Mining Company	Surface/Coal Leases	2741-000008-00	
Douge Inn Minning Company		2741-000022-00 through 2741-000031-00	
		2741-000031-01	

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<sup>&</sup>lt;sup>1</sup> Unless otherwise noted, includes real property and as-extracted collateral.

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Debtor	Type of Property	Pg 12 of 18 Property Description/Lease Number <sup>1</sup>
Bestor	Type of Froperty	Central Midland Property, Gilmer County, WA
Eastern Associated Coal, LLC		Colver Property, Cambria County, PA
		Delmont Property, Westmoreland County, PA
		Federal 1 Property, Marion County, WV
	Owned Surface	Federal 2 Property, Manon County, WV
	Owned Surface	JoAnne Property, Marion County, WV
		Kopperston Property, Boone, Logan & Wyoming Counties, WV
		Odd Property, Raleigh County, WV
		Wharton Property, Boone County, WV
		Reserve #2597, Workmans Branch 2Gas Property, Boone County,
		WV
		Reserve #755, Federal No. 2 Monongalia Property, Monongalia &
Eastern Associated Coal, LLC	Owned Coal	Greene Counties, WV
Eastern Associated Coar, EEC	Reserves	Reserve #794, Black Stallion Mine Property, Boone County, WV
		Reserve #875, Guffy Reserve Area, Barbour, Marion, Taylor &
		Tucker Counties, WV
		NCC 104 and NCC 105
		NCC 108
		NCC 112
		NCC 176
		0865-000001-00 and 0865-000002-00 (Leases only)
		0865-000002-02
		0865-000003-00
		0865-000004-00 (Pardee Minerals)
		0865-00004-00 (Southern Land Company)
		0865-000005-00 (Lease only)
		0865-000005-01
		0865-000007-00
		0865-000019-00 (Lease only)
		0866-00001-00 (Lease only)
		0866-000002-00 (Cole & Crane Real Estate Trust – contracting party)
		(Lease only)
		0866-00002-00 (Southern Land Company – contracting party)
		0866-00003-01
Eastern Associated Coal, LLC	Surface/Coal Leases	0866-000015-00 and 0866-000016-00
Lastern Associated Coar, LLC	Surface/Coar Leases	0866-000032-00 and 0866-000033-00
		0866-000038-00
		0866-000040-00
		0866-000043-00 and 0866-000044-00
		0866-000056-00
		0866-000063-00
		0878-00001-00
		0878-000021-00
		0878-000045-00
		0878-000062-00 and 0878-000063-00
		0878-000068-00
		0878-000076-00
		0878-000088-00 through 0878-000090-00
		0878-000124-00
		0878-000124-00
		0878-000127-00
		0878-000139-00
		ADD008
Eastern Royalty, LLC	Owned Surface	Huff Creek Property, Logan County, WV
Lustern Royalty, LLC		Reserve 755, Federal No. 2 Property, Monongalia County, WV
Eastern Royalty, LLC	Owned Coal	Reserve 796, Tygart River Property, Marion & Taylor County, WV
Eastern Royalty, LLC	Reserves	Reserve 799, Tygart River II Property, Marion & Taylor County, WV
		Reserve 199, Tygari Kiver II Property, Marion & Taylor County, WV

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Debtor	Type of Property	Property Description/Lease Number <sup>1</sup>		
		0883-000005-00 (Lease only)		
Eastern Royalty, LLC		0883-000009-00 (Cole & Crane Trust – contracting party) (Lease		
		only)		
	Surface/Coal Leases	0883-000009-00 (Southern Land Company – contracting party)		
	Surface/Coar Leases	0883-000010-00 (Lease only)		
		0883-000011-00 through 0883-000013-00		
		0883-000014-00 (As-Extracted Collateral only)		
		630-001 and 630-002		
Grand Eagle Mining, LLC	Owned Surface	Spottsville & Surface Office Property, Henderson County, KY		
Grand Eagle Mining, LLC	Surface/Coal Leases	2440-000007-00 and 2440-000008-00		
5		Old Glory Area Property, Vigo County, IL		
Heritage Coal Company LLC	Owned Surface	Chieftain Area Property, Greene County, IL		
Tremage company 222	o wheat surface	Kaskaskia Property, Randolph County, IL		
		Reserve 17, Paragon #17 – Pana Property, Christian and Shelby		
		Counties, IL		
		Reserve 1109, Rileyville Area II, Saline County, IL		
		Reserve 148, Camp Ug #11, Union County, KY		
Heritage Coal Company LLC	Owned Coal	Reserve 2079, Highland Mine Property, Henderson and Union		
Heritage Coar Company LLC	Reserves	Counties, KY		
		·		
		Reserve 1137, Henderson County, KY		
		Reserve 290, Sunnyhill U.G., Perry and Morgan Counties, OH		
		2080 Highland #11, Union County, KY		
		CRAL 002		
		0087-000023-00		
		0087-000026-00and 0087-000027-00		
		0087-000029-00 through 0087-000031-00		
		0087-000033-00		
		0087-000035-00		
		0087-000037-00		
Heritage Coal Company LLC	Surface/Coal Leases	0087-000042-00		
Heritage Coar Company LLC	Surface/Coar Leases	0087-000055-00		
		0087-000063-00		
		0140-000001-00		
		0141-000001-00		
		0148-000003-00		
		0211-000245-02		
		862-001		
		862-002		
		Reserve 2079, Camp Ug #11 Property (0148 Camp UG #11), Union		
		County, KY		
	Owned Coal Reserves	Reserve 2079, Henderson County (1137 Henderson Area), Henderson		
Highland Mining Company LLC		County, KY		
		Reserve 2079, Highland Mine Property, Henderson & Union		
		Counties, KY		
		2079-000002-00		
		2079-000003-00 (Lease only)		
		2079-000008-00 through 2079-000010-00 (Leases only)		
		2079-000012-00 through 2079-000012-02		
		2079-000012-00 through 2079-000012-02 2079-000013-00 through 2079-000013-04		
	Surface/Coal Leases	2079-000013-00 tillotigli 2079-000013-04 2079-000014-00		
Highland Mining Company LLC				
Highland Mining Company LLC		2079-000015-00 through 2079-000015-02 (Leases only)		
		2079-000016-00 through 2079-000016-02 (Leases only)		
		2079-000018-00 through 2079-000020-00		
		2079-000027-00		
		1 2079 000033 00 and 2070 000034 00		
		2079-000033-00 and 2079-000034-00		
		2079-000033-00 and 2079-000034-00 2079-000034-02 2079-000034-04 and 2079-000034-05		

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Debtor	Type of Property	Property Description/Lease Number <sup>1</sup>
	-JF: 02220porty	2079-00045-00
		2079-000049-00 and 2079-000050-00 (Leases only)
		2079-000054-00 (Lease only)
		2079-000056-00
		2079-000057-00 and 2079-000058-00 (Leases only)
		2079-000059-00 and 2079-000060-00
		2079-00061-00 (Lease only)
		2079-000065-00 and 2079-000066-00 (Leases only)
		2079-000068-00 and 2079-000069-00 (Leases only)
		2079-000077-00
		2079-000080-00 through 2079-000082-00 (Leases only)
		2079-000084-00 (Lease only)
		2079-000086-00 and 2079-000087-00 (Leases only)
		2079-000092-00 (Lease only)
		2079-000094-00 (Lease only)
		2079-000095-00
		2079-000096-00 (Lease only)
		2079-000098-00
		2079-000102-00 through 2079-000104-00 (Leases only)
		2079-000105-00
		2079-000107-00 through 2079-000109-00 (Leases only)
		2079-000112-00 (Lease only)
		2079-000114-00 through 2079-000117-00 (Leases only)
		2079-000120-00 through 2079-000126-00 (Leases only)
		2079-000127-00
		2079-000128-00 through 2079-000134-00 (Leases only)
		2079-000135-00
		2079-000136-00 and 2079-000137-00 (Leases only)
		2079-000139-00 (Lease only)
		2079-000140-00
		2079-000141-00 (Lease only)
		2079-000142-00
		2079-000143-00 through 2079-000145-00 (Leases only)
		2079-000148-00 through 2079-000151-00 (Leases only)
		2079-000153-00 through 2079-000161-00 (Leases only)
		2079-000163-00
		2079-000168-00 through 2079-000189-00
		2079-000191-00 through 2079-000199-00
		2079-000199-01
		2079-00019X-00 through 2079-00019Z-00 2079-000202-00 and 2079-000203-00
		2079-000202-00 and 2079-000203-00 2079-000205-00 and 2079-000206-00
		2079-000203-00 and 2079-000206-00 2079-000208-00 through 2079-000210-00
		2079-000208-00 through 2079-000210-00 2079-000212-00 and 2079-000213-00
		2079-000212-00 and 2079-000213-00 2079-000215-00 through 2079-000223-00
		2079-000215-00 through 2079-000225-00 2079-000225-00 through 2079-000229-00
		2079-000223-00 through 2079-000229-00 2079-000231-00 through 2079-000235-00
		2079-000251-00 tillough 2079-000255-00 2079-000240-00
		2079-000240-00
		2079-000242-00
		2079-000243-00 2079-000247-00 through 2079-000249-00
		2079-000247-00 through 2079-000249-00 2079-000254-00 through 2079-000260-00
		2079-000254-00 tillough 2077-000200-00
		2079-000264-00
		2079-000269-00 through 2079-000271-00
		2079-000273-00 and 2079-000274-00
		2079-0019AA-00 and 2079-0019BB-00
	l .	2017 0017/111 00 and 2017-0017DD-00

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	- 0=	Pg 15 of 18 Property Description/Lease Number <sup>1</sup>
Debtor	Type of Property	
		2079-0019FF-00 and 2079-0019FF-07
		2079-0019GG-00 through 2079-0019MM-00
		2079-0019QQ-00 through 2079-0019TT-00
		2079-0019VV-00 and 2079-0019WW-00
		2079-0019XX-01 through 2079-0019XX-10
		2079-0019YY-01 through 2079-0019YY-14
Hillside Mining Commons	Conform/Cont Lancas	0894-000001-00
Hillside Mining Company	Surface/Coal Leases	ADD002
Hobet Mining LLC	Owned Surface	Mullins Branch Property, Lincoln County, WV
Jarell's Branch Coal Company	Surface/Coal Leases	0895-000001-00 (Lease only)
Jupiter Holdings LLC	Owned Surface	Jupiter Property, Boone County, WV
	G 6 (G 17	2325-000001-00
Jupiter Holdings LLC	Surface/Coal Leases	2325-000004-00 and 2325-000005-00
Kanawha Eagle Coal LLC	Owned Surface	Slaughters Creek (Kanawha Eagle Land Area), Kanawha County, WV
Tamawa Bugie Com BBC		Reserve 2360, Wildcat Property, Boone & Kanawha Counties, WV
Kanawha Eagle Coal LLC	Owned Coal	Reserve 2951, Eagle Joint Properties, Boone & Kanawha Counties,
Trana wha Eagle Cour EEC	Reserves	WV
		2951-000003-00 through 2951-000005-00
Kanawha Eagle Coal LLC	Surface/Coal Leases	2951-000005-00 till dugil 2951-000005-00 2951-000007-02 and 2951-000007-03
Kallawila Eagle Coal LLC	Surface/Coar Leases	2951-000007-02 and 2951-000007-05 2951-000009-00
Kanawha River Ventures II,		2931-000009-00
LLC	Surface/Coal Leases	2380-000001-0 (Tracts 7 through 9)
		2367-000001-00
Kanawha River Ventures III,	Conform/Confidence	2367-000002-01
LLC	Surface/Coal Leases	2367-000003-00
		2367-002
	0 10 1	Little Creek Dock, Campbells Creeks/Shrewsbury, Kanawha County,
Little Creek LLC	Owned Surface	WV (Real Property only)
Little Creek LLC	Surface/Coal Leases	2375-00004
Logan Fork Coal Company	Surface/Coal Leases	0848-000003-00 (Lease only)
Panther LLC	Owned Surface	Panther Property, Kanawha County, WV
	Owned Coal	Reserve 2210-Speed Mine Property, Boone and Kanawha Counties,
Panther LLC	Reserves	WV
		2365-000001-00 through 2365-000004-00 (Leases only)
		2365-000010-00
Panther LLC	Surface/Coal Leases	2365-000011-00 (Lease only)
	Surface/Coar Leases	2365-000013-00
		2951-000007-07
	Owned Coal	Reserve 2440, Patriot Surface Property, Henderson County KY
Patriot Coal Company, L.P.	Reserves	Reserve 2450, Freedom Underground, Henderson County, KY
	Reserves	2430-000001-00
		2430-000001-03
		2430-000007-00
		2430-000007-04
	Surface/Coal Leases	2430-000017-00 and 2430-000018-00
Patriot Coal Company, L.P.		2430-000023-00 and 2430-000024-00
		2430-000027-00
		2430-000035-00
		2430-000042-00 through 2430-000053-00
		2430-000056-00 through 2430-000060-00
		2430-000064-00 and 2430-000068-00
	0 15 1	Reserve 0875- Guffy Reserve Area - Barbour, Marion, Taylor, and
Patriot Reserve Holdings LLC	Owned Coal	Tucker Counties, WV
ov record to Holdings DDC	Reserves	Reserve 1109 - Rileyville Area, Saline County, IL
		1576-000003-00 through 1576-000005-00
Patriot Reserve Holdings LLC	Surface/Coal Leases	1576-000005-00 tillough 1570-00005-00
autua isemelye tionulliya tak.	Surface/Coar Leases	1370 000007-00
Tumber reger ve riorumge 220		1576-007

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Dobton	T of D	Pg 16 of 18 Property Description/Lease Number <sup>1</sup>
Debtor	Type of Property	
		1578-000011-00
		ADD011
		NCC 099 through NCC 102
		0862-000001-0C (Lease only)
		0862-000008-00
		0862-000011-00 (Lease only)
Pine Ridge Coal Company, LLC	Surface/Coal Leases	0862-000012-01
		0862-000013-00 and 0862-000014-00 (Leases only)
		0862-000016-00
		0862-000019-00
		2355-006 (Tract 7)
Daminatan H.I.C	Comfort/Cont Lancas	2365-017 (Tract 7)
Remington II LLC	Surface/Coal Leases	2365-018 (Tract 7)
		2365-019 (Lease only)
		2355-000001-00
Remington LLC	Surface/Coal Leases	2355-000003-00 through 2355-000005-00
8		2355-005
Rivers Edge Mining, Inc.	Owned Surface	Pond Fork Property, Boone County, WV
Tavers Lage Willing, Inc.	O Whea Bullace	0793-000001-00 through 0793-000003-00
Rivers Edge Mining, Inc.	Surface/Coal Leases	0793-000006-00 (As-Extracted Collateral only)
ravers bage winning, me.	Surface, Cour Leases	0793-000010-00 and 0793-000011-00
		Campbells Creek/Shrewsbury – Main Properties, Kanawha County,
		WV
		Garland Fork Lots Property, Logan County, WV
		Leewood Property, Kanawha County, WV
		Lincoln-Boone – Main Properties, Boone & Lincoln Counties, WV
Robin Land Company, Inc.	Owned Surface	
		Little Creek Dock Property, Kanawha County, WV
		Logan – Main Property, Logan County, WV
		Plant Area Property, Boone County, WV
		Quikrete Lot Property, Kanawha County, WV
		Seng Creek Tunnel Property, Boone & Kanawha County, WV
		Reserve 2185, Campbells Creek 6 Property, Kanawha County, WV
	Owned Coal	Reserve 2198, Washington Mine Property, Logan County, WV
Robin Land Company, Inc.	Reserves	Reserve 2330, Campbells Creek – Shrewsbury Property, Kanawha
	IXCSCI VCS	County, WV
		Reserve 2335, Boone & Lincoln Counties, WV
		2330-000012-00
		2330-000057-01
		2335-000172-00 (As-Extracted Collateral only)
		2335-000175-00
		2335-000182-00 (As-Extracted Collateral only)
Robin Land Company, Inc.	Surface/Coal Leases	2335-000206-00
		2335-000209-00
		2335-000367-00
		2340-00001-00 (Lease only)
		2340-000002-00 and 2350-000001-00
Sterling Smokeless Coal		
Company, LLC	Owned Surface	Whitby Property, Raleigh County, WV
Sterling Smokeless Coal	Surface/Coal Leases	0871-000009-00 and 0871-000010-00
Company, LLC	Sarrace, Cour Leases	
Wildcat, LLC	Surface/Coal Leases	2360-000001-00 and 2360-000002-00 (Leases only)
Wildcat, LLC		2360-000002-01

### Exhibit B

### **Bank Accounts**

Debtor	Bank	Account Number (last four digits)	Account Balance on Petition Date
Apogee Coal Company, LLC	Logan Bank & Trust Company	3013 (Deposit)	\$4,520.83
Appalachia Mine Services, LLC	Boone County Bank	9760 (Deposit)	\$2,459
Catenary Coal Company, LLC	City National Bank of West Virginia	6124 (Deposit)	\$8,367.46
Dodge Hill Mining Company, LLC	Old National Bank	4618 (Deposit)	\$6,259.89
Eastern Associated Coal, LLC	Boone County Bank	2203 (Deposit)	\$1,500
Eastern Associated Coar, LLC	Clear Mountain Bank	3650 (Deposit)	\$6,062.50
Emerald Processing L.L.C.	TruPoint Bank	7076 (Deposit)	\$0
Emerald Processing, L.L.C.	TruPoint Bank	4393 (Deposit)	\$0
Heritage Coal Company, LLC	Old National Bank	9523 (Deposit)	\$2,404
	US Bank	6000 (Escrow)	\$0
Highland Mining Company, LLC	Old National Bank	3346 (Deposit)	\$1,811.20
Hobet Mining, LLC	United Bank	5973 (Deposit)	\$4,346.75
	BB&T	0365 (Escrow)	\$0
Kanawha Eagle Coal, LLC	Whitesville State Bank	9116 (Deposit)	\$0
Midland Trail Energy LLC	City National Bank of West Virginia	7457 (Deposit)	\$3,000
N / D I	TruPoint Bank	7068 (Deposit)	\$0
Newton Energy, Inc.	TruPoint Bank	4628 (Deposit)	\$0
Panthar I I C	City National Bank of West Virginia	1670 (Deposit)	\$2,620.44
Panther LLC	City National Bank of West Virginia	0773 (Deposit)	\$2,456.14
Patriot Coal Company, L.P.	Ohio Valley National Bank	9129 (Deposit)	\$6,528.06

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Patriot Coal Corporation	PNC Bank	0808 (Concentration)	\$83,040.78
	PNC Bank	0744 (Accounts Payable)	\$124,500.08
	PNC Bank	0736 (Payroll)	\$1,002,287.59
	The PrivateBank and Trust	0847 (Deposit)	\$0
	BB&T	0285 (Escrow)	\$0
	Old National Bank	5798 (Deposit)	\$0
Patriot Coal Services LLC	United Bank	9778 (Deposit)	\$5,000
PCX Enterprises, Inc.	ises, Inc. Capital One		\$98,000
Pine Ridge Coal Company, LLC	Whitesville State Bank	6286 (Deposit)	\$1,440
Robin Land Company, LLC	The Huntington National Bank	1897 (Deposit)	\$3,500