

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:

PATRIOT COAL CORPORATION, *et al.*,

Debtors.¹

**Chapter 11
Case No. 12-51502-659
(Jointly Administered)**

**Hearing: March 19, 2013
#1995 (re: Obj #2180)**

**STIPULATION AND ORDER PURSUANT TO SECTIONS 105(a),
363(b) AND 365(a) OF THE BANKRUPTCY CODE AUTHORIZING
AND APPROVING THE ASSUMPTION OF CERTAIN LEASES**

WHEREAS, on July 9, 2012 (the “**Petition Date**”), each Debtor commenced with this Court a voluntary Chapter 11 case under Title 11 of the United States Code (the “**Bankruptcy Code**”) and the Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, prior to the Petition Date, Debtors Patriot Reserve Holdings, LLC, Kanawha Eagle Coal, LLC, Kanawha River Ventures II, LLC, Kanawha River Ventures III, LLC, Remington II LLC, Remington LLC, and Robin Land Company, LLC (each, an “**Applicable Debtor**”) and certain lessors (collectively, the “**LRPB Group**”) entered into that certain Restatement of Leases and Other Documents dated September 28, 1984 among LaFollette, Robson, Prichard & Broun, *et al.* and Cedar Coal Co. and The Charleston Bank,

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

N.A., as Trustee (as amended, assigned, and subleased from time to time, and as set forth on Schedule A² attached hereto, collectively the “**LRPB Lease**”);

WHEREAS, on January 15, 2013 the Debtors filed a Motion For Authorization to (i) Assume or (ii) Reject Unexpired Leases Of Nonresidential Real Property [ECF No. 1995] (the “**Motion**”);

WHEREAS, the LRPB Group filed *LRPB’s Limited Objection to Debtors’ Motion for Authorization to Assume or Reject Unexpired Leases of Nonresidential Real Property* [ECF No. 2180] (the “**Objection**”);

WHEREAS, this Stipulation and Order will resolve the Objection and avoid any need for further litigation among the parties regarding the LRPB Lease;

WHEREAS, the Applicable Debtors seek the entry of this Stipulation and Order pursuant to sections 105(a), 363 and 365(a) of the Bankruptcy Code and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure authorizing the assumption of the LRPB Lease; and

WHEREAS, each Applicable Debtor has determined in the exercise of its business judgment that entering into this Stipulation and Order is in the best interests of such Applicable Debtor, its estates and all creditors and parties in interest.

NOW, THEREFORE, IT IS HEREBY STIPULATED, ORDERED, AND AGREED, by and between the parties through their undersigned counsel, that:

1. The above recitals are incorporated herein as agreed and so-ordered.

² The descriptions of the LRPB Lease included in Schedule A (including its various amendments, assignments and subleases) are provided for convenience only and are not intended to modify, or to represent the Debtors’ interpretation of or a Court determination regarding, the terms of the LRPB Lease.

2. The LRPB Group agrees to withdraw the Objection, and agrees not to object to the Motion or any order authorizing the relief requested in the Motion, provided that the Applicable Debtors comply with the terms of this Stipulation and Order.

3. Subject to the reservations of rights set forth in this Stipulation and Order, each Applicable Debtor is authorized to assume the LRPB Lease and the LRPB Lease is deemed assumed, pursuant to section 365 of the Bankruptcy Code, effective as of the applicable date set forth on the attached Schedule A.

4. The assumption of the LRPB Lease is an exercise of each Applicable Debtor's sound business judgment and is in the best interests of each Applicable Debtor and its estates.

5. It is hereby agreed between each Applicable Debtor and the LRPB Group that the amount to be paid to cure all prepetition defaults under the LRPB Lease pursuant to 365(b) of the Bankruptcy Code shall be the applicable cure amount set forth on the attached Schedule A (the "**Cure Amounts**"),³ or such other amount as may be agreed by the parties; *provided, however*, that the Applicable Debtor will obtain the consent of the official committee of unsecured creditors and the administrative agents for the Debtors' postpetition lenders (which consent, in each case, shall not be unreasonably withheld) or further order of the Court prior to agreeing to a Cure Amount that differs from the amount set forth in Schedule A.

³ The Cure Amounts include those prepetition defaults that are required to be cured under section 365(b) of the Bankruptcy Code, but, for purposes of this Stipulation and Order, the parties agree that the Cure Amounts do not include, and each Applicable Debtor shall not be deemed to have satisfied, (i) any defaults that are not yet in existence or (ii) any amount or obligation on account of any presently contingent or unliquidated claims arising from or relating to any environmental condition, claim, or obligation (if any), in each case to the extent provided for under the LRPB Lease, and any such claims are expressly preserved by this Stipulation and Order. Nothing herein shall be construed as an admission by any Applicable Debtor or the LRPB Group that any such claims exist, and all parties' rights are reserved with respect to any such potential claims and defenses thereto. Nothing herein shall supersede or modify the requirements under (a) the Order Authorizing and Approving Procedures for Compromise and Settlement of Certain Claims, Litigations and Causes of Action [ECF No. 2821] and (ii) Rule 9019 of the Federal Rules of Bankruptcy Procedure.

6. Upon payment of the Cure Amounts, there shall be no defaults under the LRPB Lease that preclude its assumption, and each Applicable Debtor shall be deemed to have satisfied all of its obligations under section 365(b)(1) of the Bankruptcy Code with respect to the LRPB Lease; *provided, however*, that payment of the Cure Amounts shall not (i) preclude the LRPB Group from asserting a default arising after assumption of the LRPB Lease, or (ii) bar a party to the LRPB Lease from seeking to exercise any right it may have under the LRPB Lease on account of a default arising after assumption of the LRPB Lease.

7. Upon payment of the Cure Amounts, the LRPB Group shall be forever barred and enjoined from asserting against each Applicable Debtor any claims for additional cure costs or adequate assurance in respect of the assumption of the LRPB Lease under 11 U.S.C. § 365 other than the Cure Amounts set forth on Schedule A attached hereto.

8. Except as set forth in this Stipulation and Order, upon entry of this Stipulation and Order, all of the LRPB Group's claims relating to the LRPB Lease, whether or not evidenced by one or more proofs of claim filed by the LRPB Group, are hereby disallowed and expunged in their entirety without further need for any action by the Debtors or further Court approval.

9. For the avoidance of doubt, the Applicable Debtors do not waive their statutory right to later reject the LRPB Lease. If an Applicable Debtor later rejects the LRPB Lease, the resulting damages shall be determined by applicable provisions of the Bankruptcy Code and any other applicable law.

10. The Applicable Debtor's rights to assign the LRPB Lease, pursuant to section 365(f) of the Bankruptcy Code is expressly preserved, and the Applicable Debtor may assign the LRPB Lease in the future notwithstanding any provision the LRPB Lease that prohibits, restricts

or conditions the assignment of the LRPB Lease, provided that the conditions of section 365(f)(2) of the Bankruptcy Code are satisfied.

11. Except as set forth in this Stipulation and Order, the assumption of the LRPB Lease does not represent a waiver by any party in interest, including the Debtors and the LRPB Group, of any rights, claims or defenses in connection with or arising from the LRPB Lease.

12. Each Debtor's estate shall only be obligated under this Stipulation and Order to the extent that such Debtor entity was a party to the LRPB Lease prior to the Petition Date and nothing in this Stipulation and Order and/or the assumption of the LRPB Lease shall obligate any Debtor entity that was not an existing party to the LRPB Lease.

13. Each Applicable Debtor is hereby authorized to execute all documentation reasonably necessary to assume the LRPB Lease.

14. This Stipulation and Order shall govern renewals or modifications of the Assumed Leases that are done during the pendency of these Chapter 11 cases, in the ordinary course of each Applicable Debtor's businesses and consistent with their past practices.

15. Each Applicable Debtor is hereby authorized to pay its obligations under the LRPB Lease in accordance with the relevant terms of the LRPB Lease, without further order of this Court.

16. This Stipulation and Order shall inure to the benefit of and shall be binding on the LRPB Group, each Applicable Debtor, and their respective successors in interest and assigns.


17. This Stipulation and Order shall only relate to the matters specifically referenced herein.

18. Notwithstanding the possible applicability of any Bankruptcy Rule, the terms and conditions of this Stipulation and Order shall be immediately effective and enforceable upon its entry.

19. This Stipulation and Order may be signed in counterparts and by facsimile, with each signed counterpart being deemed a part of the original document.

20. This Stipulation and Order may not be modified, altered or amended except by a writing signed by the parties hereto, subject to approval of the Court.

21. The Debtors, the Debtors' claims and noticing agent, GCG, Inc., and the Clerk of this Court are authorized to take all such actions as are necessary or appropriate to implement the terms of this Stipulation and Order.


KATHY A. SURRETT-STATES
Chief United States Bankruptcy Judge

DATED: March 20, 2013
St. Louis, Missouri
jjh

Dated: St. Louis Missouri
March 12, 2013

By: /s/ Michael J. Roeschenthaler
Michael J. Roeschenthaler

By: /s/ Michelle M. McGreal
Marshall S. Huebner
Damian S. Schaible
Brian M. Resnick
Michelle M. McGreal

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*Counsel to the Debtors
and Debtors in Possession*

Schedule A

Debtors' Contract ID	Debtor Parties to the Contracts and Leases to be Assumed	Counterparties to the Contracts and Leases to be Assumed	Date of Contract or Lease	Location and Description of Real Property that is the Subject of a Lease to be Assumed	Assumption Effective Date	Cure Amount
LND 069	PATRIOT RESERVE HOLDINGS, LLC	A.M. PRITCHARD TRUST ¹	8/1/2001	MOUNTAINEER AREA; 1576-000007-00 : COAL LEASE	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	ALICE ANN WRIGHT	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$10,869.12
LND7092	KANAWHA EAGLE COAL, LLC KANAWHA RIVER VENTURES II, LLC;	ALICE ANN WRIGHT	9/28/1984	2951-000007-04 - LRPB TRACT 8; 2951-000007-04 - LRPB TRACT 8	TBD	\$863.62
LND 3161	ROBIN LAND COMPANY, LLC	ALICE ANN WRIGHT	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	BEVERLY DUNLAP BODKIN	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$0.00
LND 3161	ROBIN LAND COMPANY, LLC	BEVERLY DUNLAP BODKIN	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	BOARD OF TRUSTEES OF PRICHARD SCHOOL	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$133,499.17
LND7093	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC	BOARD OF TRUSTEES OF PRICHARD SCHOOL	9/28/1984	2951-000007-05 - LRPB TRACT 9; 2951-000007-05 - LRPB TRACT 9	TBD	\$30,733.00
LND 1256	KANAWHA EAGLE COAL, LLC	BOARD OF TRUSTEES OF PRICHARD SCHOOL	12/31/1999	EAGLE JOINT; 2951-000007-02 : COAL LEASE; COAL LEASE - TRACT 6	TBD	\$4,362.62
LND7092	KANAWHA EAGLE COAL, LLC	BOARD OF TRUSTEES OF PRICHARD SCHOOL	9/28/1984	2951-000007-04 - LRPB TRACT 8; 2951-000007-04 - LRPB TRACT 8	TBD	\$633.27
LND 469	REMINGTON LLC	BOARD OF TRUSTEES OF PRICHARD SCHOOL	5/15/1999	REMINGTON AREA; 2355-000004-00 : COAL LEASE, AS AMENDED; TRACT 6 COALBURG LEASE	TBD	\$104.85
LMS3170	REMINGTON II LLC	BOARD OF TRUSTEES OF PRICHARD SCHOOL	9/28/1984	2365-017 : COAL LEASE, AS AMENDED - TRACT 7; REM2-002 - LRPB TRACT 7, 64 ACRES EAGLE	TBD	\$0.00
LMS3182	REMINGTON II LLC	BOARD OF TRUSTEES OF PRICHARD SCHOOL	9/28/1984	2355-006 : COAL LEASE, AS AMENDED - TRACT 7; 464 ACRES COALBURG SEAM - TRACT 7	TBD	\$0.00

¹ This counterparty was inadvertently included as an Assumed Lease on Schedule A of the Order Authorizing Debtors to (i) Assume or (ii) Reject Unexpired Leases of Nonresidential Real Property [Docket No. 2822] (the "Assumption Order") whereas it should have been included as an adjourned matter on Schedule E of the Assumption Order. This counterparty and its interests are included in this Stipulation and Order as being assumed and, to the extent that this Stipulation and Order conflicts with the Assumption Order (as it applies to the interests of this member of the LRPB Group), this Stipulation and Order supersedes the Assumption Order and the terms included herein are controlling.

Debtors' Contract ID	Debtor Parties to the Contracts and Leases to be Assumed	Counterparties to the Contracts and Leases to be Assumed	Date of Contract or Lease	Location and Description of Real Property that is the Subject of a Lease to be Assumed	Assumption Effective Date	Cure Amount
LMS3237	KANAWHA RIVER VENTURES III, LLC	BOARD OF TRUSTEES OF PRICHARD SCHOOL	9/28/1984	2367-002 : COAL LEASE, AS AMENDED - TRACT 7; REMAINING RESERVES - TRACT 7	TBD	\$0.00
LND 3161	ROBIN LAND COMPANY, LLC	BOARD OF TRUSTEES OF PRICHARD SCHOOL	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LND7095	KANAWHA RIVER VENTURES II, LLC	BOARD OF TRUSTEES OF PRICHARD SCHOOL	9/28/1984	2365-000020-02 - LRPB TRACT 8 (EAGLE SEAM); 2365-000020-02 - LRPB TRACT 8 (EAGLE SEAM)KRV II	TBD	\$0.00
LND7096	KANAWHA RIVER VENTURES II, LLC	BOARD OF TRUSTEES OF PRICHARD SCHOOL	9/28/1984	2365-000020-03 - LRPB TRACT 9 (EAGLE SEAM); 2365-000020-03 - LRPB TRACT 9 (EAGLE SEAM) KRV II	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	BRANCH BANKING & TRUST CO	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$3,123.85
LND 3161	ROBIN LAND COMPANY, LLC	BRANCH BANKING & TRUST CO	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	BROUN PROPERTIES LLC	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$167,574.49
LND7092	KANAWHA EAGLE COAL, LLC	BROUN PROPERTIES LLC	9/28/1984	2951-000007-04 - LRPB TRACT 8; 2951-000007-04 - LRPB TRACT 8	TBD	\$844.37
LND 3161	ROBIN LAND COMPANY, LLC	BROUN PROPERTIES LLC	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	CITY NATIONAL BANK AMP III	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$44,483.04
LND7093	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC	CITY NATIONAL BANK AMP III	9/28/1984	2951-000007-05 - LRPB TRACT 9; 2951-000007-05 - LRPB TRACT 9	TBD	\$10,243.67
LND 1256	KANAWHA EAGLE COAL, LLC	CITY NATIONAL BANK AMP III	12/31/1999	EAGLE JOINT; 2951-000007-02 : COAL LEASE; COAL LEASE - TRACT 6	TBD	\$1,454.23
LND7092	KANAWHA EAGLE COAL, LLC	CITY NATIONAL BANK AMP III	9/28/1984	2951-000007-04 - LRPB TRACT 8; 2951-000007-04 - LRPB TRACT 8	TBD	\$211.09
LND 469	REMINGTON LLC	CITY NATIONAL BANK AMP III	5/15/1999	REMINGTON AREA; 2355-000004-00 : COAL LEASE, AS AMENDED; TRACT 6 COALBURG LEASE	TBD	\$34.95
LND 3161	ROBIN LAND COMPANY, LLC	CITY NATIONAL BANK AMP III	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	DEARMOND LAFOLLETTE ARBOGAST	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$0.00

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LND7092	KANAWHA EAGLE COAL, LLC	DEARMOND LAFOLLETTE ARBOGAST	9/28/1984	2951-000007-04 - LRPB TRACT 8; 2951-000007-04 - LRPB TRACT 8	TBD	\$0.00
LND 3161	ROBIN LAND COMPANY, LLC	DEARMOND LAFOLLETTE ARBOGAST	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	FRANCIS J. WINTERS	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$6.41
LND 3161	ROBIN LAND COMPANY, LLC	FRANCIS J. WINTERS	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	JAMES CALVERT LAFOLLETTE	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$0.00
LND7092	KANAWHA EAGLE COAL, LLC	JAMES CALVERT LAFOLLETTE	9/28/1984	2951-000007-04 - LRPB TRACT 8; 2951-000007-04 - LRPB TRACT 8	TBD	\$0.00
LND 3161	ROBIN LAND COMPANY, LLC	JAMES CALVERT LAFOLLETTE	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	JANE ANN RICE	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$0.00
LND 3161	ROBIN LAND COMPANY, LLC	JANE ANN RICE	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	JANET M. MAHARG	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$0.00
LND 3161	ROBIN LAND COMPANY, LLC	JANET M. MAHARG	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	JULIA M. BAKER	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$0.00
LND 3161	ROBIN LAND COMPANY, LLC	JULIA M. BAKER	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00

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LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	L.M. LAFOLLETTE TRUST	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$54,307.02
LND7093	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC	L.M. LAFOLLETTE TRUST	9/28/1984	2951-000007-05 - LRPB TRACT 9; 2951-000007-05 - LRPB TRACT 9	TBD	\$260.52
LND 1256	KANAWHA EAGLE COAL, LLC	L.M. LAFOLLETTE TRUST	12/31/1999	EAGLE JOINT; 2951-000007-02 : COAL LEASE; COAL LEASE - TRACT 6	TBD	\$1,249.04
LND 469	REMINGTON LLC	L.M. LAFOLLETTE TRUST	5/15/1999	REMINGTON AREA; 2355-000004-00 : COAL LEASE, AS AMENDED; TRACT 6 COALBURG LEASE	TBD	\$30.01
LND 3161	ROBIN LAND COMPANY, LLC	L.M. LAFOLLETTE TRUST	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	L.M. LAFOLLETTE, III	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$0.00
LND7092	KANAWHA EAGLE COAL, LLC	L.M. LAFOLLETTE, III	9/28/1984	2951-000007-04 - LRPB TRACT 8; 2951-000007-04 - LRPB TRACT 8	TBD	\$0.00
LND 469	REMINGTON LLC	L.M. LAFOLLETTE, III	5/15/1999	REMINGTON AREA; 2355-000004-00 : COAL LEASE, AS AMENDED; TRACT 6 COALBURG LEASE	TBD	\$0.00
LND 3161	ROBIN LAND COMPANY, LLC	L.M. LAFOLLETTE, III	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	LAFOLLETTE HOLDINGS LTD	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$50,680.15
LND7093	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC	LAFOLLETTE HOLDINGS LTD	9/28/1984	2951-000007-05 - LRPB TRACT 9; 2951-000007-05 - LRPB TRACT 9	TBD	\$157.35
LND 1256	KANAWHA EAGLE COAL, LLC	LAFOLLETTE HOLDINGS LTD	12/31/1999	EAGLE JOINT; 2951-000007-02 : COAL LEASE; COAL LEASE - TRACT 6	TBD	\$4,471.97
LND7092	KANAWHA EAGLE COAL, LLC	LAFOLLETTE HOLDINGS LTD	9/28/1984	2951-000007-04 - LRPB TRACT 8; 2951-000007-04 - LRPB TRACT 8	TBD	\$216.96
LND 469	REMINGTON LLC	LAFOLLETTE HOLDINGS LTD	5/15/1999	REMINGTON AREA; 2355-000004-00 : COAL LEASE, AS AMENDED; TRACT 6 COALBURG LEASE	TBD	\$107.48
LND 3161	ROBIN LAND COMPANY, LLC	LAFOLLETTE HOLDINGS LTD	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	LATELLE MCKEE LAFOLLETTE, IV	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$0.00

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LND7092	KANAWHA EAGLE COAL, LLC	LATELLE MCKEE LAFOLLETTE, IV	9/28/1984	2951-000007-04 - LRPB TRACT 8; 2951-000007-04 - LRPB TRACT 8	TBD	\$0.00
LND 3161	ROBIN LAND COMPANY, LLC	LATELLE MCKEE LAFOLLETTE, IV	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	LML PROPERTIES LLC	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$433,156.12
LND7093	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC	LML PROPERTIES LLC	9/28/1984	2951-000007-05 - LRPB TRACT 9; 2951-000007-05 - LRPB TRACT 9	TBD	\$1,625.34
LND 1256	KANAWHA EAGLE COAL, LLC	LML PROPERTIES LLC	12/31/1999	EAGLE JOINT; 2951-000007-02 : COAL LEASE; COAL LEASE - TRACT 6	TBD	\$15,320.27
LND7092	KANAWHA EAGLE COAL, LLC	LML PROPERTIES LLC	9/28/1984	2951-000007-04 - LRPB TRACT 8; 2951-000007-04 - LRPB TRACT 8	TBD	\$2,104.43
LND 469	REMINGTON LLC	LML PROPERTIES LLC	5/15/1999	REMINGTON AREA; 2355-000004-00 : COAL LEASE, AS AMENDED; TRACT 6 COALBURG LEASE	TBD	\$368.21
LMS3250	REMINGTON LLC	LML PROPERTIES LLC	9/28/1984	2355-005 : COAL LEASE; COAL LEASE - LRPB TRACT 7 (64 ACRES COALBURG)	TBD	\$0.00
LND 3161	ROBIN LAND COMPANY, LLC	LML PROPERTIES LLC	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LND7093	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC	MAGNUM COAL COMPANY ²	9/28/1984	2951-000007-05 - LRPB TRACT 9; 2951-000007-05 - LRPB TRACT 9	TBD	\$0.00
LMS3194	REMINGTON II LLC	MAGNUM COAL COMPANY ³	9/28/1984	2365-018 : COAL LEASE, AS AMENDED - TRACT 7; REM2-003 - LRPB TRACT 7 - EAST	TBD	\$0.00
LND7094	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC	MAGNUM COAL COMPANY ³	9/28/1984	2365-000020-01 - LRPB TRACT 7 (WEST, EAGLE SEAM); 2365-000020-01 - LRPB TRACT 7 (WEST, EAGLE SEAM)KRV II	TBD	\$0.00

² Magnum Coal Company is listed as counterparty to the Debtors' Contract ID LND7093. In addition, the following parties have interests in this agreement: Board of Trustees of Prichard School; City National Bank AMP III; L.M. Lafollette Trust; Lafollette Holdings LTD; LML Properties LLC; PRC Holdings, LLC; R B Lafollette Trust; Riverside Park, Inc.; Thomas W. Pettit, David H. Daugherty and Edwin N. Vinson, as Trustees of the H.A. Hobson Trust.

³ Magnum Coal Company is listed as counterparty to the Debtors' Contract IDs LMS3194 and LND7094. In addition, the following parties have interests in these agreements: Alice Ann Wright; Board of Trustees of Prichard School; Broun Properties LLC; City National Bank AMP III; L.M. Lafollette Trust; Lafollette Holdings LTD; LML Properties LLC; PRC Holdings, LLC; R B Lafollette Trust; Riverside Park, Inc.; Thomas W. Pettit, David H. Daugherty and Edwin N. Vinson, as Trustees of the H.A. Hobson Trust; Wright Holdings LLC.

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LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	MARJORIE JANE WRIGHT	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$0.00
LND7092	KANAWHA EAGLE COAL, LLC	MARJORIE JANE WRIGHT	9/28/1984	2951-000007-04 - LRPB TRACT 8; 2951-000007-04 - LRPB TRACT 8	TBD	\$0.00
LND 469	REMINGTON LLC	MARJORIE JANE WRIGHT	5/15/1999	REMINGTON AREA; 2355-000004-00 : COAL LEASE, AS AMENDED; TRACT 6 COALBURG LEASE	TBD	\$0.00
LND 3161	ROBIN LAND COMPANY, LLC	MARJORIE JANE WRIGHT	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	PRC HOLDINGS, LLC	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$202,166.86
LND7093	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC	PRC HOLDINGS, LLC	9/28/1984	2951-000007-05 - LRPB TRACT 9; 2951-000007-05 - LRPB TRACT 9	TBD	\$46,091.55
LND 1256	KANAWHA EAGLE COAL, LLC	PRC HOLDINGS, LLC	12/31/1999	EAGLE JOINT; 2951-000007-02 : COAL LEASE; COAL LEASE - TRACT 6	TBD	\$6,543.98
LND7092	KANAWHA EAGLE COAL, LLC	PRC HOLDINGS, LLC	9/28/1984	2951-000007-04 - LRPB TRACT 8; 2951-000007-04 - LRPB TRACT 8	TBD	\$949.90
LND 069	PATRIOT RESERVE HOLDINGS, LLC	PRC HOLDINGS, LLC ⁴ BOARD OF TRUSTEES OF PRICHARD SCHOOL POCATANICO HILL, INC.	8/1/2001	MOUNTAINEER AREA; 1576-000007-00 : COAL LEASE	1/29/2013	\$0.00
LND 469	REMINGTON LLC	PRC HOLDINGS, LLC	5/15/1999	REMINGTON AREA; 2355-000004-00 : COAL LEASE, AS AMENDED; TRACT 6 COALBURG LEASE	TBD	\$279.17
LND 3161	ROBIN LAND COMPANY, LLC	PRC HOLDINGS, LLC	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	R B LAFOLLETTE TRUST	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$189,991.15
LND7093	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC	R B LAFOLLETTE TRUST	9/28/1984	2951-000007-05 - LRPB TRACT 9; 2951-000007-05 - LRPB TRACT 9	TBD	\$675.93

⁴ This counterparty was inadvertently included as an Assumed Lease on Schedule A of the Order Authorizing Debtors to (i) Assume or (ii) Reject Unexpired Leases of Nonresidential Real Property [Docket No. 2822] (the "Assumption Order") whereas it should have been included as an adjourned matter on Schedule E of the Assumption Order. This counterparty and its interests are included in this Stipulation and Order as being assumed and, to the extent that this Stipulation and Order conflicts with the Assumption Order (as it applies to the interests of this member of the LRPB Group), this Stipulation and Order supersedes the Assumption Order and the terms included herein are controlling.

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LND 1256	KANAWHA EAGLE COAL, LLC	R B LAFOLLETTE TRUST	12/31/1999	EAGLE JOINT; 2951-000007-02 : COAL LEASE; COAL LEASE - TRACT 6	TBD	\$7,050.77
LND7092	KANAWHA EAGLE COAL, LLC	R B LAFOLLETTE TRUST	9/28/1984	2951-000007-04 - LRPB TRACT 8; 2951-000007-04 - LRPB TRACT 8	TBD	\$976.34
LND 469	REMINGTON LLC	R B LAFOLLETTE TRUST	5/15/1999	REMINGTON AREA; 2355-000004-00 : COAL LEASE, AS AMENDED; TRACT 6 COALBURG LEASE	TBD	\$169.47
LND 3161	ROBIN LAND COMPANY, LLC	R B LAFOLLETTE TRUST	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	RIVERSIDE PARK, INC.	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$1,050.78
LND7093	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC	RIVERSIDE PARK, INC.	9/28/1984	2951-000007-05 - LRPB TRACT 9; 2951-000007-05 - LRPB TRACT 9	TBD	\$4,877.01
LND 1256	KANAWHA EAGLE COAL, LLC	RIVERSIDE PARK, INC.	12/31/1999	EAGLE JOINT; 2951-000007-02 : COAL LEASE; COAL LEASE - TRACT 6	TBD	\$147.25
LND 469	REMINGTON LLC	RIVERSIDE PARK, INC.	5/15/1999	REMINGTON AREA; 2355-000004-00 : COAL LEASE, AS AMENDED; TRACT 6 COALBURG LEASE	TBD	\$3.53
LND 3161	ROBIN LAND COMPANY, LLC	RIVERSIDE PARK, INC.	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	ROSEMARY K YINGLING	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$14.95
LND 3161	ROBIN LAND COMPANY, LLC	ROSEMARY K YINGLING	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	SHERIFF OF KANAWHA COUNTY ⁵	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$0.00
LND 3161	ROBIN LAND COMPANY, LLC	SHERIFF OF KANAWHA COUNTY	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00

⁵ The LRPB Group has authorized the Debtors to send the cure amount payments directly to the Sheriff of Kanawha County and/or the Sheriff of Boone County rather than the LRPB Group to pay outstanding real property taxes owed to Kanawha County and/or Boone County in connection with the LRPB Lease. The designation of the Sheriff of Kanawha County or the Sheriff of Boone County as the lease counterparty on these schedules is for payment purposes only.

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LND 069	PATRIOT RESERVE HOLDINGS, LLC	SHERIFF OF KANAWHA COUNTY ⁶	8/1/2001	MOUNTAINEER AREA; 1576-000007-00 : COAL LEASE	1/29/2013	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	SHERIFF-TREASURER BOONE COUNTY ⁵	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$0.00
LND7093	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC	SHERIFF-TREASURER BOONE COUNTY ⁵	9/28/1984	2951-000007-05 - LRPB TRACT 9; 2951-000007-05 - LRPB TRACT 9	TBD	\$0.00
LND 1256	KANAWHA EAGLE COAL, LLC	SHERIFF-TREASURER BOONE COUNTY ⁵	12/31/1999	EAGLE JOINT; 2951-000007-02 : COAL LEASE; COAL LEASE - TRACT 6	TBD	\$0.00
LND7092	KANAWHA EAGLE COAL, LLC	SHERIFF-TREASURER BOONE COUNTY ⁵	9/28/1984	2951-000007-04 - LRPB TRACT 8; 2951-000007-04 - LRPB TRACT 8	TBD	\$0.00
LND 3161	ROBIN LAND COMPANY, LLC	SHERIFF-TREASURER BOONE COUNTY	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LND 069	PATRIOT RESERVE HOLDINGS, LLC	THE HA ROBSON TRUST ⁷	8/1/2001	MOUNTAINEER AREA; 1576-000007-00 : COAL LEASE	1/29/2013	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	THOMAS W. PETTIT, DAVID H.	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$371,409.25
LND7093	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC	THOMAS W. PETTIT, DAVID H.	9/28/1984	2951-000007-05 - LRPB TRACT 9; 2951-000007-05 - LRPB TRACT 9	TBD	\$3,425.09
LND 1256	KANAWHA EAGLE COAL, LLC	THOMAS W. PETTIT, DAVID H.	12/31/1999	EAGLE JOINT; 2951-000007-02 : COAL LEASE; COAL LEASE - TRACT 6	TBD	\$13,087.99
LND7092	KANAWHA EAGLE COAL, LLC	THOMAS W. PETTIT, DAVID H.	9/28/1984	2951-000007-04 - LRPB TRACT 8; 2951-000007-04 - LRPB TRACT 8	TBD	\$1,899.80

⁶ This counterparty was inadvertently included as an Assumed Lease on Schedule A of the Order Authorizing Debtors to (i) Assume or (ii) Reject Unexpired Leases of Nonresidential Real Property [Docket No. 2822] (the "Assumption Order") whereas it should have been included as an adjourned matter on Schedule E of the Assumption Order. This counterparty and its interests are included in this Stipulation and Order as being assumed and, to the extent that this Stipulation and Order conflicts with the Assumption Order (as it applies to the interests of this member of the LRPB Group), this Stipulation and Order supersedes the Assumption Order and the terms included herein are controlling.

⁷ This counterparty was inadvertently included as an Assumed Lease on Schedule A of the Order Authorizing Debtors to (i) Assume or (ii) Reject Unexpired Leases of Nonresidential Real Property [Docket No. 2822] (the "Assumption Order") whereas it should have been included as an adjourned matter on Schedule E of the Assumption Order. This counterparty and its interests are included in this Stipulation and Order as being assumed and, to the extent that this Stipulation and Order conflicts with the Assumption Order (as it applies to the interests of this member of the LRPB Group), this Stipulation and Order supersedes the Assumption Order and the terms included herein are controlling.

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LND 469	REMINGTON LLC	THOMAS W. PETTIT, DAVID H.	5/15/1999	REMINGTON AREA; 2355-000004-00 : COAL LEASE, AS AMENDED; TRACT 6 COALBURG LEASE	TBD	\$314.56
LND 3161	ROBIN LAND COMPANY, LLC	THOMAS W. PETTIT, DAVID H.	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	WILLIAM S. WINTERS	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$0.00
LND 3161	ROBIN LAND COMPANY, LLC	WILLIAM S. WINTERS	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00
LMS3155	KANAWHA EAGLE COAL, LLC; KANAWHA RIVER VENTURES II, LLC; KANAWHA RIVER VENTURES III, LLC; REMINGTON II LLC; REMINGTON LLC	WRIGHT HOLDINGS LLC	9/28/1984	EAGLE JOINT; 2951-000007-03 : COAL LEASE; COAL LEASE - TRACT 7	TBD	\$9,790.60
LND7092	KANAWHA EAGLE COAL, LLC	WRIGHT HOLDINGS LLC	9/28/1984	2951-000007-04 - LRPB TRACT 8; 2951-000007-04 - LRPB TRACT 8	TBD	\$303.72
LND 3161	ROBIN LAND COMPANY, LLC	WRIGHT HOLDINGS LLC	9/28/1984	CABIN CREEK AREA; 2350-000009-00 : COAL LEASE; COAL LEASE - TRACT 7 (COALBURG & ABOVE- WHITE OAK POINTS)	TBD	\$0.00