

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)

STIPULATION BETWEEN SIEMENS FINANCIAL SERVICES, INC.,
PATRIOT COAL CORPORATION, PATRIOT LEASING COMPANY LLC
AND CATENARY COAL COMPANY, LLC REGARDING THE ASSUMPTION
OF CERTAIN EQUIPMENT LEASES PURSUANT TO 11 U.S.C. § 365
AND TREATMENT OF PREPETITION CLAIMS

This Stipulation and Order (“Stipulation and Order”) dated as of August 7, 2013 is by and among Siemens Financial Services, Inc. (“Siemens”), and Debtors Patriot Coal Corporation (“Patriot”), Patriot Leasing Company LLC (“PLC”) and Catenary Coal Company, LLC (“Catenary”; and together with PLC, the “Lessees”; Siemens, Patriot, PLC and Catenary are sometimes collectively referred to as the “Parties”) regarding the amendment and assumption of certain unexpired personal property leases pursuant to 11 U.S.C. § 365 and the treatment of Siemens’ prepetition claims.

FACTUAL BACKGROUND

The Chapter 11 Cases

1. On July 9, 2012 (the “Petition Date”), Patriot and substantially all of its affiliates and subsidiaries, including PLC and Catenary (collectively, the “Debtors”), filed their respective voluntary petitions for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of New York (collectively, the “Bankruptcy”

¹ The Debtors are the entities listed on Schedule 1 to the Motion (as defined below).

Cases”). The Debtors are continuing in possession of their property and are operating and managing their businesses as debtors-in-possession, pursuant to Sections 1107 and 1108 of the Bankruptcy Code.

2. The Bankruptcy Cases are being jointly administered by the Court pursuant to the Joint Administration Order dated July 10, 2012 entered by the United States Bankruptcy Court for the Southern District of New York (the “Court”). [ECF No. 30.]

3. On December 19, 2012, the Bankruptcy Cases were transferred to this Court pursuant to that certain Order Transferring Venue of the Cases to the United States Bankruptcy Court for the Eastern District of Missouri. [ECF No. 1789.]

Leases between Siemens and PLC and Siemens and Catenary

4. Siemens and PLC are parties to a certain Master Equipment Lease Agreement dated November 10, 2009 together with thirty (30) individual Leasing Schedules that were entered into at different times (collectively, the “PLC Leases”), pursuant to which Siemens leases to PLC certain equipment described in the PLC Leases (the “PLC Equipment”). Since the Petition Date, PLC rejected two (2) of the PLC Leases pursuant to an order of the Court entered on November 27, 2012 [ECF No. 1628] (the “Rejected Leases”), but has not yet assumed or rejected the remaining twenty-eight (28) PLC Leases (the “Remaining PLC Leases”), each of which is identified on Exhibit A to this Stipulation and Order. Siemens filed a proof of claim in the Bankruptcy Cases regarding its rejection damages under the Rejected Leases (the “Rejection Damages Claim”) as well as a proof of claim for amounts that became due to Siemens prior to the Petition Date. Siemens believes that postpetition defaults exist under certain of the Remaining PLC Leases and PLC disputes that view. A summary of certain material provisions contained in the Remaining PLC Leases is attached hereto as Exhibit A. The attached Exhibit A

is only a summary of material provisions of the Remaining PLC Leases and does not purport to contain all of the salient provisions thereof. All obligations of PLC under the PLC Leases were guaranteed by Patriot pursuant to forms of guaranty attached to each PLC Lease.

5. Siemens and Catenary are parties to a certain Master Equipment Lease Agreement dated April 30, 2004 along with a Leasing Schedule (together, the "Catenary Lease" and, together with the Remaining PLC Leases, the "Leases"), pursuant to which Siemens leases to Catenary certain equipment described in the Catenary Lease (the "Catenary Equipment" and, together with the PLC Equipment, the "Equipment"). Catenary has not yet assumed or rejected the Catenary Lease. Siemens believes that certain postpetition defaults exist under the Catenary Lease and Catenary disputes that view. A summary of the material provisions of the Catenary Lease is attached hereto as Exhibit B. The attached Exhibit B is only a summary of material provisions of the Catenary Lease and does not purport to contain all of the salient provisions thereof.

6. The unpaid prepetition lease payments under the Remaining PLC Leases, as of the Petition Date, collectively amount to \$73,754.09, exclusive of certain applicable fees, costs and expenses incurred by Siemens, which Siemens is entitled to charge to PLC under the Remaining PLC Leases. The unpaid prepetition lease payments under the Catenary Lease as of the Petition Date amount to \$21,875.70, exclusive of certain applicable fees, costs and expenses incurred by Siemens, which Siemens is entitled to charge to Catenary under the Catenary Lease. The unpaid postpetition lease payments under the Remaining PLC Leases amount to \$446,154.26, which amount does not include certain applicable fees, personal property taxes or

certain other expenses, such as certain legal expenses incurred by Siemens, which Siemens is entitled to charge under the Remaining PLC Leases.²

7. A detailed description of the unpaid prepetition and postpetition amounts under each Lease (exclusive of certain applicable fees, cost and expenses incurred by Siemens) is set forth in Exhibits A and B, respectively. Exhibit A and Exhibit B also contain the amounts payable under certain of the Leases by PLC or Catenary, as the case may be, in connection with their intended exercise of Option A (the “Buyout Option”), if applicable. The Buyout Option amounts are only included on Exhibits A and B for those Leases that PLC and Catenary have elected, at this time, to exercise the Buyout Option (the “Buyout Leases”).

8. Pursuant to the terms of the Leases, title to the Equipment remains with Siemens at all times during the applicable Lease term. See id. at ¶ 4. At the conclusion of the applicable Lease term, the Lessee has the right, but not the obligation, to exercise the Buyout Option by purchasing the Equipment subject to the applicable Lease for the fair market value of the Equipment at that time. Id. at ¶ 14.³ The Lessee is required to notify Siemens regarding whether it intends to return the Equipment, exercise the Buyout Option, or extend the term of the Lease and such notification must be made between one hundred twenty (120) and one hundred eighty (180) days prior to the conclusion of the applicable Lease term. If the Lessee fails to so notify Siemens, the term of the applicable Lease is automatically extended for successive one hundred and twenty (120) day periods until the Lessee provides proper notification to Siemens of its

² Siemens believes that, in addition to the amount of \$446,154.26 in unpaid postpetition amounts due under the Remaining PLC Leases, there are also unpaid amounts that became due following the exercise of the Buyout Option by certain Lessees under certain of the Buyout Leases. The Lessee under each such Buyout Lease disputes that any lease payments (other than the Buyout Option) became due under such Buyout Lease following the exercise of such Buyout Option.

³ In each of the Leases, at the inception of the Lease term, the applicable Lessee was required to select whether the purchase price for the Equipment at the conclusion of the Lease term was to be based upon the fair market value of the Equipment or upon some other calculation for purposes of calculating the Buyout Option. For each Lease, the Lessee chose the “fair market value” option.

intentions. During any such extended lease period, the payment terms applicable to the original lease term remain extant. Id. at ¶ 11.

9. The Lessees are currently in possession of and are using the Equipment.

10. The Leases are agreements that fall within the scope of and are covered by Section 365(a) of the Bankruptcy Code.

11. The Lessees continue to require the use of the Equipment. After reviewing potential alternatives regarding the acquisition or leasing of replacement equipment similar to the Equipment, the Lessees have determined, in an exercise of their business judgment, that it would be in their best interest to retain the Equipment and assume the Remaining Leases. As to the Buyout Leases, the Lessees have decided to exercise the Buyout Option as of the Effective Date (hereinafter defined).

12. The Parties desire to resolve all outstanding disputes regarding the Leases and the continued use by PLC or Catenary, as the case may be, of the Equipment and to resolve and settle all claims relating to the Leases. The Debtors have filed a motion to approve this Stipulation and Order (the "Motion").

NOW THEREFORE, incorporating the Background herein and for good and valuable consideration, and intending to be legally bound hereby, the Parties hereto agree and it is ORDERED that:

1. **Siemens Prepetition Claim under the Leases.** Within five (5) calendar days of the date that this Stipulation and Order is approved by the Bankruptcy Court (following the execution hereof by the Parties), which date shall be deemed the "**Effective Date**," PLC and Catenary shall pay to Siemens the amount of \$57,377.87 as set forth on Exhibits A and B, which amount is 60% of Siemens' aggregate prepetition claim under the Leases, exclusive of certain

applicable personal property taxes, and which amount is exclusive of the Buyout Option amounts under each Buyout Lease. Within five (5) calendar days of the Effective Date, PLC shall pay to Siemens \$8,132.88, for property taxes in connection with the PLC Equipment subject to Contract No. 769-0002265-015. PLC and Catenary shall submit this Stipulation and Order to the Bankruptcy Court for approval within three (3) business days of it being executed by the Parties. Provided that all other payments with respect to each Lease are made in accordance with the terms of the Leases as modified by this Stipulation and Order, and the Lessees are in compliance with the terms of this Stipulation and Order, the remaining claim of Siemens arising solely from prepetition arrearages under the Leases shall be waived by Siemens (other than the Rejection Damages Claim under the Rejected Leases, which is not waived).

2. **Payment of Postpetition amounts due under the Leases.** All amounts that became due under the Leases following the Petition Date through the Effective Date shall be paid by each Lessee, as applicable, to Siemens within five (5) calendar days of the Effective Date. Following the Effective Date, the Lessees shall remain current in the payment of all amounts that come due under the Leases and shall pay such amounts in accordance with the Leases. Exhibits A and B set forth the amount of the postpetition arrearages (inclusive of fees, if any, and applicable personal property taxes) to be paid to Siemens by the Lessees under each Lease within five (5) calendar days of the Effective Date. Provided such amounts are paid as and when due, Siemens shall waive any right to payment of its legal expenses and other fees arising as a result of the postpetition arrearages and shall waive its right to seek payment of those postpetition arrearages exceeding \$446,154.26 that it believes remain unpaid as of August 1, 2013 under certain of the Buyout Leases. Failure to make any payment when due hereunder shall

constitute an Event of Default hereunder and under the Leases and shall entitle Siemens to exercise its remedies under the Leases.

3. **Exercise of Buyout Option.** Notwithstanding the terms of each Buyout Lease, including the deadline for the Lessees to exercise the Buyout Option, the Lessees hereby exercise the Buyout Option under each Buyout Lease. Payment of the Buyout Option amount for each Buyout Lease shall be due within five (5) calendar days of the Effective Date except that with respect to Lease Numbers 769-0001764-000, 769-0002265-001, 769-0002265-002 and 769-0002265-029 (the "Deferred Buyout Leases"), the applicable Buyout Option under each such Deferred Buyout Lease shall be paid as follows: (i) with respect to Lease No. 769-0001764-000, Catenary shall make three (3) payments to Siemens as follows: \$331,555.70 within five (5) calendar days of the Effective Date, \$165,777.85 on or before the first anniversary of the Effective Date and \$165,777.85 on or before the second anniversary of the Effective Date; (ii) with respect to Lease No. 769-0002265-001, PLC shall make three (3) payments to Siemens as follows: \$229,904.50 and \$259,503.42 (postpetition arrearage) within five (5) calendar days of the Effective Date, \$114,952.25 on or before the first anniversary of the Effective Date and \$114,952.25 on or before the second anniversary of the Effective Date; (iii) with respect to Lease No. 769-0002265-002, PLC shall pay all amounts due under the Lease from the Effective Date until November 25, 2013 as and when due, and then shall make one payment to Siemens on or before November 25, 2013 in the amount of \$53,543.21; and (iv) with respect to Lease No. 769-0002265-029, PLC shall make three (3) payments to Siemens as follows: \$366,419.00 and \$186,650.84 (postpetition arrearage) within five (5) calendar days of the Effective Date, \$183,209.50 on or before the first anniversary of the Effective Date and \$183,209.50 on the second anniversary of the Effective Date. Title to Equipment covered by a Buyout Lease shall

pass to the applicable Lessee under such Buyout Lease immediately after Lessee has made all payments (including the entire Buyout Option amount) to Siemens in respect of such Buyout Lease in accordance with this Stipulation and Order. Exhibits A and B attached hereto set forth the Buyout Option amount to be paid to Siemens by the Lessees under each Buyout Lease. Failure by the applicable Lessee to pay any portion of the Buyout Option amount as set forth in this Stipulation and Order shall constitute an Event of Default under such Lease and shall entitle Siemens to exercise any remedies thereunder.

4. **Assumption of Leases.** The Lessees are authorized to assume and do hereby assume the Leases (as amended by this Stipulation and Order) in their entirety in accordance with section 365 of the Bankruptcy Code. The assumption of the Leases is an exercise of the Lessees' sound business judgment and is in the best interest of the Lessees and their estates. The Lessees have advised the Committee (as defined below) of their decision to assume the Leases and the Committee is not opposed to such assumption upon the terms stated herein as evidenced by its counsel's acknowledgement of and statement of no objection to this Stipulation and Order. On the date that is five (5) calendar days after the Effective Date, so long as (i) the Lessees have complied with the terms of this Stipulation and Order (including, without limitation, making all payments to Siemens that are due as of such date) and (ii) there shall be no defaults under the Leases that preclude their assumption, then the Lessees shall be deemed to have satisfied all of their obligations under section 365(b)(1) of the Bankruptcy Code with respect to the Leases, the Leases shall be deemed assumed, and Siemens shall not seek any cure payments or adequate assurance in respect of the assumption of the Leases other than as set forth in this Stipulation and Order. The Lessees are hereby authorized to execute all documentation reasonably necessary to assume the Leases.

5. **Release by Patriot, PLC and Catenary.** On the Effective Date, the following release (the “**Release**”) shall be enforceable against Patriot, PLC, Catenary and the other Releasing Parties (as defined below):

On and as of the Effective Date, Patriot, PLC and Catenary together with their respective affiliates, subsidiaries, employees, officers, and trustees and all of those that could bring claims by, through or under them (collectively, the “Releasing Parties”) do hereby fully, finally and forever release Siemens, its employees, directors, subsidiaries, affiliated corporations, agents, representatives, parent corporations, and advisors, and all of those claiming by, through or under any of them (herein, a “Releasee”) of and from any and all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action and liabilities whatsoever, whether arising from tort, fraud, breach of contract, federal or state securities laws, and any claims that could be asserted under the Bankruptcy Code (including, without limitation, causes of action under Chapter 5 of the Bankruptcy Code) or under applicable state or federal law or otherwise, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, now existing or hereafter arising, in law, equity or otherwise, that are based in whole or in part on any act, omission, transaction, event or other occurrence that occurred from the beginning of the world to the Effective Date arising from or related to the Leases, and including, without limitation, any Releasing Party’s right to object to a claim asserted by Siemens in the Bankruptcy Cases; *provided, however,* that nothing in this Stipulation and Order shall affect the Parties’ or the Releasing Parties’ rights and defenses with respect to the Rejection Damages Claim, which rights and defenses are hereby expressly preserved. This Release is binding upon all parties that could bring claims by, through or under the Releasing Parties, including, without limitation, the official committee of unsecured creditors appointed in the Bankruptcy Cases (the “Committee”). Claims against a Releasee arising from events that occur after the Effective Date are excluded from this Release.

6. **Beneficiaries.** This Stipulation and Order shall inure to the benefit of and shall be binding upon Siemens, Patriot, PLC and Catenary and their respective successors in interest and assigns, provided that the obligations of PLC and Catenary hereunder and under the Leases may not be assigned without the prior written consent of Siemens.

7. **Effective Date.** Notwithstanding the possible applicability of any Bankruptcy Rule, the terms and conditions of this Stipulation and Order shall be immediately effective upon the Effective Date.

8. **Computation of Time.** If any deadline in this Stipulation and Order occurs on a day that is not a business day, such deadline shall be automatically extended to the next business day.

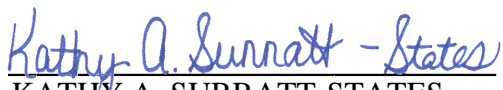
9. **Counterparts.** This Stipulation and Order may be signed in counterparts and by facsimile, with each signed counterpart being deemed a part of the original document.

10. **Amendment to Leases.** Except as specifically amended hereby, the terms of the Leases shall remain extant and binding upon the parties thereto.

11. **Further Amendments to this Stipulation and Order.** This Stipulation and Order may not be modified, altered or amended except by a writing signed by the Parties hereto.

12. **Further Amendments to the Leases.** This Stipulation and Order shall govern renewals or modifications of the Leases that are done in the ordinary course of the Debtors' business and consistent with their past practices. The Lessees are hereby authorized to pay their post-assumption obligations under the Leases in accordance with the relevant terms of the Leases, without further order of this Court.

13. **Jurisdiction.** This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Stipulation and Order.


KATHY A. SURRATT-STATES
Chief United States Bankruptcy Judge

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

Dated: New York, New York
August 7, 2013

By: /s/ Claudia Z. Springer
Claudia Z. Springer

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*Counsel to the Debtors
and Debtors in Possession*

The Committee, through its authorized counsel, has reviewed the Stipulation and Order and has no objection to its terms, including, without limitation, the Release in favor of Siemens and other released parties.

Kramer Levin Naftalis & Frankel LLP, as counsel to the Committee

By: /s/ Gregory G. Plotko
Gregory G. Plotko

Exhibit A

Summary of Leases Between Siemens and PLC

Contract Number	Prepetition Arrearage	Postpetition Arrearage	EBO Amount	Payment Due Dates
769-2265-001	\$11,009.24	\$259,503.42	\$459,809.00	(i) Within five (5) calendar days after Effective Date – \$229,904.50 (EBO), \$259,503.40 (postpetition arrearage) and \$6,605.54 (60% prepetition arrearage); (ii) On or before First anniversary of Effective Date - \$114,952.25 (EBO); and (iii) On or before Second anniversary of Effective Date - \$114,952.25 (EBO)
769-2265-002	\$1,283.42	\$0	\$53,543.21	(i) Within five (5) calendar days after Effective Date – \$770.05 (60% prepetition arrearage); and (ii) On or before November 11/25/2013 - \$53,543.21 (EBO)
769-2265-004	\$3,769.25	\$0	N/A ⁴	Within five (5) calendar days after Effective Date – \$2,261.55 (60% prepetition arrearage)
769-2265-005	\$721.55	\$0	N/A	Within five (5) calendar days after Effective Date – \$432.93 (60% prepetition arrearage)
769-2265-006	\$2,240.72	\$0	N/A	Within five (5) calendar days after Effective Date – \$1,344.43 (60% prepetition arrearage)
769-2265-007	\$2,251.74	\$0	N/A	Within five (5) calendar days after Effective Date – \$1,351.04 (60% prepetition arrearage)
769-2265-008	\$1,638.08	\$0	\$23,003.14	Within five (5) calendar days after Effective Date: (i) \$23,003.14 (EBO); and (ii) \$982.85 (60% prepetition arrearage)
769-2265-009	\$8,980.72	\$0	N/A	Within five (5) calendar days after Effective Date – \$5,388.43 (60% prepetition arrearage)
769-2265-010	\$1,596.86	\$0	N/A	Within five (5) calendar days after Effective Date – \$958.12 (60% prepetition arrearage)

⁴ “N/A” connotes that no EBO terms have been agreed to by the Parties as of the Effective Date.

Contract Number	Prepetition Arrearage	Postpetition Arrearage	EBO Amount	Payment Due Dates
769-2265-011	\$1,187.01	\$0	\$16,105.44	Within five (5) calendar days after Effective Date – \$16,105.44 (EBO) and \$712.21 (60% prepetition arrearage)
769-2265-012	\$832.61	\$0	\$11,453.48	Within five (5) calendar days after Effective Date – \$11,453.48 (EBO) and \$499.57 (60% prepetition arrearage)
769-2265-013	\$344.52	\$0	N/A	Within five (5) calendar days after Effective Date – \$206.71 (60% prepetition arrearage)
769-2265-014	\$599.63	\$0	N/A	Within five (5) calendar days after Effective Date – \$359.78 (60% prepetition arrearage)
769-2265-016	\$395.06	\$0	N/A	Within five (5) calendar days after Effective Date – \$237.04 (60% prepetition arrearage)
769-2265-017	\$216.91	\$0	N/A	Within five (5) calendar days after Effective Date – \$130.15 (60% prepetition arrearage)
769-2265-018	\$1,687.45	\$0	N/A	Within five (5) calendar days after Effective Date – \$1,012.47 (60% prepetition arrearage)
769-2265-019	\$839.16	\$0	N/A	Within five (5) calendar days after Effective Date – \$503.50 (60% prepetition arrearage)
769-2265-020	\$463.29	\$0	\$16,087.81	Within five (5) calendar days after Effective Date: (i) \$16,087.81 (EBO); and (ii) \$277.97 (60% prepetition arrearage)
769-2265-021	\$316.21	\$0	N/A	Within five (5) calendar days after Effective Date – \$189.73 (60% prepetition arrearage)
769-2265-022	\$1,512.21	\$0	N/A	Within five (5) calendar days after Effective Date – \$907.33 (60% prepetition arrearage)
769-2265-023	\$2,250.20	\$0	N/A	Within five (5) calendar days after Effective Date – \$1,350.12 (60% prepetition arrearage)
769-2265-024	\$1,453.53	\$0	N/A	Within five (5) calendar days after Effective Date – \$872.12 (60% prepetition arrearage)
769-2265-025	\$2,116.73	\$0	N/A	Within five (5) calendar days after Effective Date – \$ 1,270.04 (60% prepetition arrearage)
769-2265-027	\$5,147.99	\$0	N/A	Within five (5) calendar days after Effective Date – \$3,088.79 (60% prepetition arrearage)

Contract Number	Prepetition Arrearage	Postpetition Arrearage	EBO Amount	Payment Due Dates
769-2265-028	\$1,493.68	\$0	\$21,874.11	Within five (5) calendar days after Effective Date: (i) \$21,874.11 (EBO); and (ii) \$896.21 (60% prepetition arrearage)
769-2265-029	\$15,554.24	\$186,650.84	\$732,838.00	(i) Within five (5) calendar days after Effective Date – \$366,419.00 (EBO), \$186,650.84 (postpetition arrearage) and \$9,332.54 (60% prepetition arrearage); (ii) On or before First anniversary of Effective Date - \$183,209.50; and (iii) On or before Second anniversary of Effective Date - \$183,209.50
769-2265-030	\$3,658.92	\$0	N/A	Within five (5) calendar days after Effective Date – \$2,195.35 (60% prepetition arrearage) ⁵
769-2265-031	\$193.16	\$0	N/A	Within five (5) calendar days after Effective Date – \$115.90 (60% prepetition arrearage)
TOTAL	\$73,754.09	\$446,154.26	\$1,334,714.19	(i) Within five (5) calendar days after Effective Date - \$684,847.48 (EBO), \$446,154.26 (postpetition arrearage) and \$44,252.45 (60% prepetition arrearage); (ii) On or before First anniversary of Effective Date - \$298,161.75; (iii) On or before Second anniversary of Effective Date - \$298,161.75; and (iv) On or before 11/25/2013 - \$53,543.21

⁵ For any Lease where the Buyout Option is not being exercised as of the Effective Date in accordance with the Stipulation and Order, PLC shall continue to make payments thereunder as and when such payments become due.

Exhibit B

Summary of Lease Between Siemens And Catenary

Contract Number	Prepetition Arrearage	Postpetition Arrearage	EBO Amount	Payment Due Dates
769-1764-000	\$21,875.70	\$0	\$663,111.40	(i) Within five (5) calendar days after Effective Date – \$331,555.70 (EBO) and \$13,125.42 (60% prepetition arrearage); (ii) On or before First anniversary of Effective Date - \$165,777.85 (EBO); and (iii) On or before Second anniversary of Effective Date - \$165,777.85 (EBO)
TOTAL	\$21,875.70	\$0	\$663,111.40	(i) Within five (5) calendar days after Effective Date - \$331,555.70 (EBO) and \$13,125.42 (60% prepetition arrearage); (ii) On or before First anniversary of Effective Date - \$165,777.85 (EBO); and (iii) On or before Second anniversary of Effective Date - \$165,777.85 (EBO)

TOTALS EXHIBITS A & B	\$95,629.79	\$446,154.26	\$1,997,825.59	(i) Within five (5) calendar days after Effective Date - \$1,016,403.18 (EBO), \$446,154.26 (postpetition arrearage), and \$57,377.87 (60% prepetition arrearage); (ii) On or before First anniversary of Effective Date - \$463,939.60; (iii) On or before Second anniversary of Effective Date - \$463,939.60; and (iv) On or before 11/25/2013 - \$53,543.21 ⁶
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⁶ PLC will also make a payment to Siemens in the amount of \$8,132.88 within five (5) calendar days of the Effective Date for the property taxes owed in connection with Lease Number 769-0002265-015.