

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

**In re:**

**PATRIOT COAL CORPORATION, *et al.*,**

**Debtors.**

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

Related to Docket No. 3992

**STIPULATION AND AGREED ORDER REGARDING DISALLOWANCE  
OF CLAIMS OF POCAHONTAS LAND CORPORATION**

This Stipulation and Agreed Order (the “Stipulation and Order”) is made and entered into as of November 7, 2013 by and between Patriot Coal Corporation and its subsidiaries that are debtors in these jointly-administered cases (collectively, the “Debtors”) and Pocahontas Land Corporation (the “Creditor,” and with the Debtors, the “Parties”).

**RECITALS**

Whereas, on May 15, 2013, the Debtors filed their Third Omnibus Objection to Claims (Paid and Satisfied Claims) [Docket No. 3992] (the “Objection”). Capitalized terms not defined herein have the meanings set forth in the Objection.

Whereas, in the Objection, the Debtors proposed to disallow Claim Nos. 1367, 1368, and 1369 (GCG Claim Nos. 2095, 2096, and 2097), which were filed by the Creditor (the “Claims”), on the ground that the Debtors had satisfied the Claims in connection with the assumption of the underlying leases of real property and the payment of specified cure amounts approved by the Court.

Whereas, Claim No. 1367 (GCG Claim No. 2095) was filed against Debtor Patriot Coal Corporation, which is not a party to a lease with the Creditor or otherwise liable for the obligations of its affiliates to the Creditor.

Whereas, Claim Nos. 1368 and 1369 (GCG Claim Nos. 2096 and 2097) each include a liquidated component arising from the leasing arrangements between the Creditor and the applicable Debtors. These liquidated obligations have been satisfied in connection with the Debtors' assumption of the associated leases and payment of cure amounts.

Whereas, Claim Nos. 1368 and 1369 (GCG Claim Nos. 2096 and 2097) each also include a contingent and unliquidated component (the "Contingent Obligations") relating to certain indemnification provisions contained in the applicable leases. The parties disagree about whether and to what extent the Contingent Obligations may have been satisfied by the Debtors' assumption of the associated leases and payment of cure amounts.

Whereas, the Parties desire to postpone formal litigation over the effect of the Debtors' assumption of the leases on the Contingent Obligations until the time, if any, that such obligations are no longer contingent and unliquidated.

Whereas, the Parties seek Court approval of this Stipulation on the terms set forth below.

### **STIPULATION**

NOW, THEREFORE, in consideration of the covenants set forth herein and with the intent to be legally bound, and for good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed and stipulated that:

1. The recitals above are incorporated by reference.
2. The Objection is SUSTAINED as to Claim No. 1367 (GCG Claim No. 2095).

Such Claim is disallowed.

3. The Objection is SUSTAINED as to Claim Nos. 1368 and 1369 (GCG Claim Nos. 2096 and 2097). Such Claims are disallowed; *provided, however*, that nothing in this Stipulation and Order shall bar the Creditor from asserting against an appropriate Debtor any claim that was contingent and unliquidated as of February 13, 2013 (the “Reserved Claims”). The respective rights of the Creditor and the Debtors regarding the effect on the Reserved Claims of the assumption of the associated leases, the payment of cure amounts, and the entry of this Court’s Order Authorizing Debtors To (i) Assume or (ii) Reject Unexpired Leases of Nonresidential Real Property [Docket No. 2822] are expressly reserved. Any dispute regarding such matters or the merits of a Reserved Claim may be adjudicated by any court of competent jurisdiction.

4. This Stipulation and Order shall survive confirmation of any plan in the Debtors’ bankruptcy cases, including, without limitation, the *Debtors’ Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code* [D.I. 4606] as it may be amended or modified from time to time. Notwithstanding any provision of any plan or any order confirming a plan to the contrary, this Stipulation and Order shall remain in full force and effect following confirmation and neither the plan nor the confirmation order shall abrogate, limit or otherwise modify any provision of this Stipulation and Order.

5. This Stipulation shall be binding on, and shall inure to, the benefit of the Parties, and their successors in interest, assignees, trustees, examiners, agents and representatives, including specifically, and without limitation, any and all reorganized Debtors.

6. This Stipulation may be executed by facsimile or electronic signature in two or more counterparts, each of which shall be deemed to be an original, but all of which together


shall constitute one instrument. No term of this Stipulation may be waived, modified or amended except in writing signed by both Parties hereto and approved by the Court.

7. This Stipulation sets forth the entire agreement and understanding of the Parties hereto with respect to the subject matter herein and supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect thereto, and none of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein.

8. Each Party and/or counsel executing this Stipulation represents and warrants that he or she has the authority to execute this Stipulation on behalf of the Party he or she purports to bind and that when executed by the undersigned, the Parties will be bound hereunder.

9. Nothing in this Stipulation and Order affects any other claims referenced in the Objection.

10. The Clerk of the Court and the Debtors' claims agent are hereby directed to reflect the disallowance and/or modification of the Claims, as specified above, in their respective records.

  
KATHY A. SURRATT-STATES  
Chief United States Bankruptcy Judge

DATED: November 14, 2013  
St. Louis, Missouri  
jjh

STIPULATED AND AGREED TO  
THIS 7th DAY OF NOVEMBER, 2013:

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