

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

**In re:**

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

**Debtors.<sup>1</sup>**

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

**NOTICE OF FILING OF PLAN SUPPLEMENT**

PLEASE TAKE NOTICE that on December 13, 2013, Patriot Coal Corporation and those of its subsidiaries that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”), in accordance with and pursuant to the Debtors’ Third Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code (the “**Plan**”),<sup>2</sup> caused to be filed with the United States Bankruptcy Court for the Eastern District of Missouri an initial draft version of a form of the Voting Trust Agreement (attached hereto as Exhibit 10).

PLEASE TAKE FURTHER NOTICE that, the Debtors reserve the right to alter, amend, modify, or supplement any Plan Supplement as provided by the Plan; provided that if any Plan Supplement is altered, amended, modified, or supplemented in any

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<sup>1</sup> The Debtors are the entities listed on Schedule 1 attached hereto. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors’ chapter 11 petitions.

<sup>2</sup> Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to it in the Plan.

material respect, the Debtors will file a blackline of such Plan Supplement with the  
Bankruptcy Court.

Dated: December 13, 2013  
New York, New York

Respectfully submitted,

DAVIS POLK & WARDWELL LLP

/s/ Michelle M. McGreal

Marshall S. Huebner  
Brian M. Resnick  
Michelle M. McGreal  
450 Lexington Avenue  
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*Counsel to the Debtors  
and Debtors in Possession*

-and-

BRYAN CAVE LLP  
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One Metropolitan Square  
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*Local Counsel to the Debtors  
and Debtors in Possession*

**SCHEDULE 1**  
(Debtor Entities)

1. Affinity Mining Company
2. Apogee Coal Company, LLC
3. Appalachia Mine Services, LLC
4. Beaver Dam Coal Company, LLC
5. Big Eagle, LLC
6. Big Eagle Rail, LLC
7. Black Stallion Coal Company, LLC
8. Black Walnut Coal Company
9. Bluegrass Mine Services, LLC
10. Brody Mining, LLC
11. Brook Trout Coal, LLC
12. Catenary Coal Company, LLC
13. Central States Coal Reserves of Kentucky, LLC
14. Charles Coal Company, LLC
15. Cleaton Coal Company
16. Coal Clean LLC
17. Coal Properties, LLC
18. Coal Reserve Holding Limited Liability Company No. 2
19. Colony Bay Coal Company
20. Cook Mountain Coal Company, LLC
21. Corydon Resources LLC
22. Coventry Mining Services, LLC
23. Coyote Coal Company LLC
24. Cub Branch Coal Company LLC
25. Dakota LLC
26. Day LLC
27. Dixon Mining Company, LLC
28. Dodge Hill Holding JV, LLC
29. Dodge Hill Mining Company, LLC
30. Dodge Hill of Kentucky, LLC
31. EACC Camps, Inc.
32. Eastern Associated Coal, LLC
33. Eastern Coal Company, LLC
34. Eastern Royalty, LLC
35. Emerald Processing, L.L.C.
36. Gateway Eagle Coal Company, LLC
37. Grand Eagle Mining, LLC
38. Heritage Coal Company LLC
39. Highland Mining Company, LLC
40. Hillside Mining Company
41. Hobet Mining, LLC
42. Indian Hill Company LLC
43. Infinity Coal Sales, LLC
44. Interior Holdings, LLC
45. IO Coal LLC
46. Jarrell's Branch Coal Company
47. Jupiter Holdings LLC
48. Kanawha Eagle Coal, LLC
49. Kanawha River Ventures I, LLC
50. Kanawha River Ventures II, LLC
51. Kanawha River Ventures III, LLC
52. KE Ventures LLC
53. Little Creek LLC
54. Logan Fork Coal Company
55. Magnum Coal Company LLC
56. Magnum Coal Sales LLC
57. Martinka Coal Company, LLC
58. Midland Trail Energy LLC
59. Midwest Coal Resources II, LLC
60. Mountain View Coal Company, LLC
61. New Trout Coal Holdings II, LLC
62. Newtown Energy, Inc.
63. North Page Coal Corp.
64. Ohio County Coal Company, LLC
65. Panther LLC
66. Patriot Beaver Dam Holdings, LLC
67. Patriot Coal Company, L.P.
68. Patriot Coal Corporation
69. Patriot Coal Sales LLC
70. Patriot Coal Services LLC
71. Patriot Leasing Company LLC
72. Patriot Midwest Holdings, LLC
73. Patriot Reserve Holdings, LLC
74. Patriot Trading LLC
75. Patriot Ventures LLC
76. PCX Enterprises, Inc.
77. Pine Ridge Coal Company, LLC
78. Pond Creek Land Resources, LLC
79. Pond Fork Processing LLC
80. Remington Holdings LLC
81. Remington II LLC
82. Remington LLC
83. Rivers Edge Mining, Inc.
84. Robin Land Company, LLC
85. Sentry Mining, LLC
86. Snowberry Land Company
87. Speed Mining LLC
88. Sterling Smokeless Coal Company, LLC
89. TC Sales Company, LLC
90. The Presidents Energy Company LLC
91. Thunderhill Coal LLC
92. Trout Coal Holdings, LLC
93. Union County Coal Co., LLC
94. Viper LLC
95. Weatherby Processing LLC
96. Wildcat Energy LLC
97. Wildcat, LLC
98. Will Scarlet Properties LLC
99. Winchester LLC
100. Winifrede Dock Limited Liability Company
101. Yankeetown Dock, LLC

# **Exhibit 10**

## **VOTING TRUST AGREEMENT**

This VOTING TRUST AGREEMENT (as amended, supplemented or otherwise modified from time to time, the “Agreement”) is made as of December [ ], 2013, by and between Patriot Coal Corporation, a Delaware corporation (the “Company”) and Torque Point PCX LLC (the “Trustee”). Certain capitalized terms used herein are defined in Section 5.1.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual agreements contained herein, the parties hereto agree as follows:

### **ARTICLE I VOTING TRUST**

1.1 Creation of Voting Trust. Subject to the terms and conditions of this Agreement, a voting trust (this “Trust” or “Voting Trust”) is hereby created and established in accordance with Section 218 of the Delaware General Corporation Law. The Trustee accepts the trust created by this Agreement and agrees to its appointment as trustee (with all attendant rights and duties expressly provided hereunder). Upon the execution of this Agreement by the parties hereto, the Company shall file a copy of this Agreement in the Company’s registered office in the State of Delaware, which copy shall be open to the inspection of any stockholder of the Company or any holder of a beneficial interest in this Voting Trust, in person or by agent or attorney, daily during business hours, as provided in Section 218 of the Delaware General Corporation Law.

1.2 Deposit of Shares.

(a) Pursuant to that certain Third Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code (as amended, supplemented or otherwise modified from time to time, the “Plan”) of the Company and its subsidiaries, as confirmed by the United States Bankruptcy Court for the Eastern District of Missouri Eastern Division having jurisdiction over the Plan on December [ ], 2013, [\_\_\_\_\_] shares of New Class B Common Stock of the Company shall be deposited with the Trustee for the purposes herein stated. Accordingly, upon execution and delivery of this Agreement by the parties hereto and after the filing of a copy of this Agreement in the Company’s registered office in the State of Delaware as required by Section 1.1, the Company shall issue to the Trustee, as trustee of this Voting Trust, [\_\_\_\_\_] shares of New Class B Common Stock of the Company (the “Shares”).

(b) If the Shares are certificated, each new certificate for Shares issued to the Trustee shall bear a legend in substantially the following form:

THE SECURITIES REPRESENTED BY THIS  
CERTIFICATE WERE ORIGINALLY ISSUED ON  
DECEMBER [ ], 2013 AND HAVE NOT BEEN  
REGISTERED UNDER THE SECURITIES ACT OF  
1933, AS AMENDED. THE SECURITIES  
REPRESENTED BY THIS CERTIFICATE, AMONG

OTHER ITEMS, ARE SUBJECT TO A VOTING TRUST AGREEMENT DATED AS OF DECEMBER [ ], 2013 BETWEEN THE ISSUER OF SUCH SECURITIES (THE "COMPANY") AND TORQUE POINT PCX LLC, AS TRUSTEE, AND THE CERTIFICATE OF INCORPORATION OF THE COMPANY. THESE SECURITIES MAY BE NOT TRANSFERRED EXCEPT IN COMPLIANCE WITH THE TERMS OF THE VOTING TRUST AGREEMENT, A COPY OF WHICH IS ON FILE IN THE COMPANY'S REGISTERED OFFICE IN THE STATE OF DELAWARE, AND THE COMPANY'S CERTIFICATE OF INCORPORATION. A COPY OF SUCH VOTING TRUST AGREEMENT OR SUCH CERTIFICATE OF INCORPORATION WILL BE FURNISHED WITHOUT CHARGE BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST.

(c) A like notation shall be made in the Company's stock ledger with respect to such Shares.

(d) Upon receipt of the Shares, the Trustee shall retain and hold the Shares only in accordance with, and subject to the terms and conditions set forth in, this Agreement. The Trustee shall have no authority to, and shall not transfer the Shares, except to the extent otherwise specifically permitted or required by this Agreement. All Shares and all cash, securities or other property distributed in respect of the Shares that is held by the Trustee shall be held in trust for the economic benefit of the Patriot Retirees VEBA (the "VEBA") solely as expressly provided herein, and no creditors of the Trustee shall have any right to or claim against any of the assets of this Voting Trust. For the avoidance of doubt, the VEBA shall have no rights or benefits hereunder other than to receive the economic value of the Shares solely in accordance with Sections 2.2, 2.3, and 3.1(c) of this Agreement, and shall not be entitled to direct the Trustee on any matter or issue, including, without limitation, with respect to voting, transferring the Shares, or taking any action or inaction related to the timing or substance of realizing the economic value of the Shares.

1.3 Limited Liability of the Company. Except as otherwise expressly set forth herein, upon the transfer of the Shares to the Trustee, the Company and its subsidiaries shall have no further liability or obligation relating to the Voting Trust. In no event shall the Company or any of its subsidiaries have or be deemed to have any fiduciary or other duty to the Voting Trust, nor any responsibilities for administering the Voting Trust.

## **ARTICLE II THE TRUSTEE**

2.1 Voting of Shares. During the term of this Agreement and for so long as the Trustee shall hold the Shares pursuant to this Agreement, the Trustee shall, in its sole discretion, in person or by its nominees or proxies, possess the sole voting rights and voting powers in

respect of the Shares, and have the duty to vote the Shares in a manner that maximizes the enterprise value of the Company that accretes to the holders of the debt and equity of the Company, and to take part in any stockholders' meetings, including the right to vote the Shares for the election of directors of the Company and on all other matters upon which the holders of Shares are entitled to vote (subject to any limitations imposed by law, the Company's certificate of incorporation or bylaws, or this Agreement).

2.2 Transfer of Shares. During the term of this Agreement and for so long as the Trustee shall hold the Shares pursuant to this Agreement, the Trustee may not transfer any Shares to a party other than a successor Trustee hereunder (in accordance with Section 2.6 or by operation of law) except as required by Section 3.1(c). Any proceeds of sale received by the Trustee upon a transfer of Shares shall be held in trust for the benefit of the VEBA and shall be paid over to the VEBA by the Trustee promptly upon the Trustee's receipt of such proceeds.

2.3 Dividends and Distributions.

(a) Subject to Section 2.3(b), the VEBA shall be entitled to receive all dividends or distributions of money, securities, or other property, if any, collected or received by the Trustee with respect to the Shares. Any such dividends or distributions received by the Trustee shall be held in trust for the economic benefit of the VEBA solely as expressly provided herein and shall be paid over to the VEBA by the Trustee promptly upon the Trustee's receipt of such dividends or distributions. Notwithstanding the foregoing, in lieu of the Trustee receiving dividends or distributions and paying them to the VEBA, the Company shall pay the dividends or distributions (other than dividends or distributions consisting of shares of stock of the Company) directly to the VEBA, and all liability of the Trustee with regard to the payment of such dividends or distributions shall cease.

(b) Notwithstanding Section 2.3(a), in the event that the Trustee receives any shares of stock of the Company through a stock dividend, stock split or other distribution with respect to any Shares or upon the exercise of any outstanding options, warrants, exchange rights, conversion rights or similar rights for any Shares, or any Shares are converted into other types or classes of stock in connection with a recapitalization, merger, consolidation or other reorganization of the Company or otherwise, the Trustee shall hold such stock subject to this Agreement for the economic benefit of the VEBA solely as expressly provided herein, and such stock shall be deemed to be Shares subject to all of the terms and conditions of this Agreement to the same extent as if it were originally transferred to the Trustee as Shares hereunder.

2.4 Compensation and Expenses. The Trustee shall be entitled to receive (i) annual compensation of \$75,000.00, which shall be paid by the Company in advance to the Trustee or its designee; and (ii) reimbursement of all reasonable out-of-pocket costs and expenses (including for services provided by any vendors required to provide services to assist the Trustee to perform its duties as required in the Voting Trust Agreement) that the Trustee deems necessary and proper incurred by the Trustee in administering the Trust, in carrying out its responsibilities under this Agreement, or in any manner related thereto to be paid promptly by the Company, in each case, upon receipt by the Company of evidence of same; *provided, however,* that the Trustee shall be entitled to reimbursement of (x) reasonable fees and expenses of only one legal counsel and (y) reimbursement of reasonable fees and expenses of non-legal

professional advisors or experts engaged by the Trustee in connection with this Agreement, in the case of this clause (y), only with the prior written consent of the Company.

2.5 Exculpation; etc. The Trustee need only perform such duties as are specifically set forth in this Agreement and no covenants or obligations to any Person shall be implied in this Agreement that are adverse to the Trustee. The Trustee, the Trust, and each of their respective members, attorneys, advisors or agents, shall (a) not have or incur any liability to any Person (including the VEBA and any holder of the Company's loans or securities) for any act or omission in connection with, or arising out of, the administration of the Trust or any other actions taken or not taken in connection with this Agreement, including with respect to any votes cast or not cast, and any transfer of Shares pursuant to Section 3.1(c) of this Agreement (including, without limitation, with respect to the timing thereof, the amount of consideration received therefore and the process pursuant to which the Trustee determined the fair market value of the Shares), unless such act or omission constitutes fraud, gross negligence or willful misconduct on its part as determined by a final, non-appealable order of a court of competent jurisdiction, (b) be entitled to rely in good faith upon the advice of counsel with respect to their duties and responsibilities under the Trust and this Agreement, and (c) be fully protected in, and shall not have or incur any liability for, acting or in refraining from acting, in accordance with such advice. The Trustee shall be exempt from obtaining or giving any bond or other security for the discharge of its duties under this Agreement. No amendment or repeal of this section shall adversely affect any right or protection of the Trustee, the Trust, or any of their respective members, attorneys, advisors or agents that exists at the time of such amendment or repeal without the written consent of such adversely affected person or entity.

2.6 Successor Trustee.

(a) Any Person acting as Trustee hereunder may resign at any time for any reason (or no reason) by written notice to the VEBA and to the Company, and judicial approval shall not be required. If any Person acting as Trustee becomes Incapacitated, then said Person shall be deemed to have resigned as Trustee. A resigning Trustee shall be entitled to compensation and reimbursement of expenses and indemnification under this Agreement with respect to the period during which such resigning Trustee served as Trustee hereunder.

(b) The Company's board of directors may remove the acting Trustee, but only for adequate cause, by a duly acknowledged instrument delivered to the Trustee being removed and to the VEBA. For purposes of this paragraph, adequate cause shall mean the gross negligence, willful misconduct or fraud by the Trustee, as determined in good faith by a majority of the Company's board of directors. The Company's board of directors shall have no duty to monitor the Trustee in order to determine whether to exercise the power conferred under this paragraph, and the Company's board of directors is not required to exercise the power granted under this paragraph even if adequate cause exists.

(c) The successor Trustee shall be such Person as shall be designated by a resigning Trustee; provided, however, that if (i) the Trustee is being removed pursuant to paragraph (b) of this Section 2.6 or (ii) a resigning Trustee fails to designate a successor Trustee, then the successor Trustee shall be such Person as shall be designated by the Company's board of directors. Any successor Trustee appointed as herein provided shall indicate his/her/its



acceptance of such appointment by executing a counterpart of this Agreement and thereupon such successor shall be vested with all the rights, powers, duties and immunities herein conferred upon the Trustee as though such successor had been originally a party to this Agreement as Trustee.

(d) If a Trustee resigns or is removed as Trustee pursuant to this Section 2.6, such Trustee's authority to vote or otherwise exercise any rights with respect to the Shares shall immediately terminate, and such Trustee shall immediately surrender all Shares to the Company. The Company shall cancel such Shares and shall issue new Shares to and in the name of the successor Trustee, as Trustee of this Voting Trust.

(e) The death, incapacity, resignation or removal of the Trustee shall not terminate the Trust, revoke any existing agency created pursuant to this Agreement or invalidate any action heretofore taken by the Trustee.

2.7 Indemnification. The Company shall indemnify and reimburse the Trustee, the Trust, and each of their respective members, attorneys, advisors or agents, from and against all loss, liability, expense (including counsel fees and expenses) or damage that such parties may incur or sustain arising out of, or resulting from, any act taken or omitted to be taken by such parties in connection with the exercise and performance of the powers and duties under the Trust and this Agreement, to the fullest extent permitted by applicable law, except if such loss, liability, expense or damage is determined by a final non-appealable order of a court of competent jurisdiction to result from the Trustee's fraud, willful misconduct or gross negligence. The amounts necessary for such indemnification and reimbursement shall be paid by the Company. With respect to any such expenses, the Company shall immediately pay such expenses as the indemnified parties incurs them. This section shall survive the dissolution, resignation or removal, as may be applicable, of the Trustee, or the termination of the Trust or this Agreement, and shall inure to the benefit of the Trustee's and other indemnified parties' successors and assigns.

2.8 Parties Dealing with the Trustee. In the absence of actual knowledge to the contrary, any Person dealing with the Trust or the Trustee shall be entitled to rely on the authority of the Trustee or any of the Trustee's agents to act in connection with the Trust. There is no obligation on the part of any Person dealing with the Trustee to inquire into the validity, expediency or propriety of any transaction by the Trustee or any agent of the Trustee.

2.9 Reliance on Documents or Advice of Counsel or Other Professional Advisors or Experts. The Trustee and the Trust shall rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent or other document reasonably believed by the Trustee to be genuine, and need not investigate any fact or matter stated in such document. Subject to Section 2.4, the Trustee may engage and consult with legal counsel or other professional advisors or experts of the Trustee's choosing and shall not be liable for any action taken or omitted to be taken, including, without limitation, any vote or failure to vote any of the Shares or any other securities held in Trust pursuant to this Agreement (whether in person, or by proxy, or by consent to corporate action or otherwise) in good faith reliance upon the advice of such counsel or other professional advisors

or experts chosen by the Trustee. The Trustee and the Trust may rely on any order of a court of competent jurisdiction.

2.10 Term of Service. The Trustee shall serve until the earlier to occur of (a) termination of the Trust in accordance with the terms of this Agreement, and (b) the Trustee's resignation or removal in accordance with the terms of this Agreement.

2.11 No Reporting Obligations. The Trustee shall have no obligation or duty to deliver any type of reports to the VEBA, the Company or any other Person. The Company shall promptly notify the Trustee if the Shares become registered (or deemed registered) pursuant to Section 12 of the Exchange Act or if the Company intends to file any registration statements with respect thereto.

2.12 Access to Information. The Trustee shall be entitled to receive, and the Company shall provide to the Trustee upon the Trustee's request thereof, for the purpose of exercising its duties hereunder, reasonable access to the management and advisors of the Company and such information, reports and analyses (including without limitation annual audited and quarterly unaudited income statements, balance sheets and cash flows of the Company, which shall be prepared in accordance with GAAP) as the Trustee may reasonably request from time to time.

### **ARTICLE III TERM OF VOTING TRUST; RELEASE OF SECURITIES**

#### 3.1 Term of Voting Trust.

(a) The Voting Trust created by this Agreement shall commence upon execution of this Agreement by the parties hereto and shall continue until terminated in accordance with Section 3.1(b).

(b) This Agreement and the Voting Trust created hereby shall terminate upon the earliest of (i) the Trustee's receipt of written notice from the Company of the consummation of an initial public offering of the Company, (ii) the Trustee's receipt of written notice from the Company immediately prior to the consummation of any consolidation, merger, combination, recapitalization, reorganization, reclassification or other event as a result of which the shares of New Class A Common Stock of the Company are exchanged for or converted into other stock or securities, cash and/or any other property, (iii) the Trustee's receipt of written notice from the Company that the Warrants representing fifty-five percent or more of the total number of shares of the New Class A Common Stock underlying the Warrants (excluding any Warrants or any other warrants issued in connection with any management compensation, equity incentive or employee benefit plan approved by the Company's Board of Directors) have been exercised in accordance with their terms, (iv) the Trustee's receipt of written notice from the Company of any other conversion or exchange of the New Class B Common Stock into other stock or securities, cash and/or any property, and (v) the consummation of the liquidation, dissolution or winding up of the Company.

(c) Upon the termination of this Agreement and the Voting Trust created hereby pursuant to Section 3.1(b), the Trustee shall (x) in the case of Section 3.1(b)(i), (ii) or

(iii), if directed in writing by the Company's Board of Directors, transfer the Shares to the VEBA or transfer the Shares to a third party for fair market value as determined by the Trustee in its sole and absolute discretion; *provided, however*, that, in the case of Section 3.1(b)(iii), the Trustee shall only be required to use its commercially reasonable efforts to transfer the Shares if directed to transfer the Shares to a third party; and (y) distribute any remaining property held in trust to the VEBA.

(d) Upon the transfer of any Share pursuant to Section 3.1(c), such Share shall automatically convert into one fully paid and non-assessable share of New Class A Common Stock.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE COMPANY**

The Company represents and warrants to the Trustee as follows:

4.1 Organization. The Company is duly formed and validly existing under the laws of its state of formation.

4.2 Due Authorization, Execution and Delivery; Enforceability. The Company has the requisite corporate power and authority to enter into, execute and deliver this Agreement and to perform its obligations hereunder, including the issuance of the Shares, and will take all necessary corporate action required for the due authorization, execution, delivery and performance by it of this Agreement, including the issuance of the Shares. This Agreement constitutes the legally valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws affecting creditors' rights and remedies generally and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

4.3 Consents. None of the execution, delivery or performance of this Agreement by the Company will require any consent of, authorization by, exemption from, filing with, or notice to any governmental entity having jurisdiction over the Company.

4.4 Due Issuance and Authorization of Securities. The securities issued and delivered pursuant to the terms of this Agreement will be, upon issuance, duly authorized, validly issued, fully-paid and non-assessable, and will be free from all taxes, liens, preemptive rights and charges with respect to the issue thereof.

4.5 No Registration. No registration of the Shares under any federal or state securities laws is required for the issuance of the Shares. The Shares are not registered (or deemed registered) under Section 12 of the Exchange Act.

**ARTICLE V  
MISCELLANEOUS**

5.1 Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

“Agreement” has the meaning given such term in the preamble to this Agreement.

“Company” has the meaning given such term in the preamble to this Agreement.

“Exchange Act” means the Securities Exchange Act of 1934.

“GAAP” means, with respect to a specified date or period, generally accepted accounting principles promulgated or adopted by the United States Financial Accounting Standards Board and its predecessors in effect for such date or period.

“Incapacitated” means (1) the Person is under a legal disability (under the laws of such Person’s domicile), (2) the Person has been certified in writing to be unable to manage his or her financial affairs by the principal physician attending to such Person’s care, and the parties hereto may rely upon written notice of that determination, or (3) the Person’s whereabouts are unknown and none of the parties hereto has been able to locate him or her for at least ninety (90) days.

“New Class A Common Stock” means the shares of common stock, par value \$.00001 per share, of the Company which are entitled to a single vote per share on all matters on which common stock of the Company is entitled to vote.

“New Class B Common Stock” means the shares of common stock, par value \$.00001 per share, of the Company which are entitled to 100 votes per share on all matters on which common stock of the Company is entitled to vote.

“Person” means an individual, a partnership, a joint venture, a corporation, an association, a joint stock company, a limited liability company, a trust, an unincorporated organization or a government or any department or agency or political subdivision thereof.

“Shares” means and includes (1) all shares of New Class B Common Stock of the Company, (2) any additional shares of stock of the Company issued or distributed by the Company to the Trustee (a) by way of a dividend, stock split or other distribution with respect to any Shares, (b) upon the exercise of outstanding options, warrants, exchange rights, conversion rights or similar rights for any Shares, or (c) upon a conversion of any Shares into other types or classes of stock in connection with a recapitalization, merger, consolidation or other reorganization of the Company or otherwise.

“Trust” has the meaning given such term in Section 1.1.

“Trustee” has the meaning given such term in the preamble to this Agreement.

“VEBA” has the meaning given such term in Section 1.2(c).

“Voting Trust” has the meaning given such term in Section 1.1.

“Warrants” means the warrants to acquire New Class A Common Stock issued on the effective date of the Plan.

5.2 Merger. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.

5.3 Binding Effect; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors and permitted assigns. The rights and duties of any party to this Agreement shall not be assigned or delegated except in connection with the resignation or removal of any Trustee and the appointment of a successor Trustee in accordance with Section 2.6 hereof; *provided, however*, that, subject to applicable law (including any applicable securities law), the VEBA (or any transferee of the right to receive the economic value of the Shares under this Agreement) may assign, delegate or transfer, in whole or in part, its right to receive the economic value of the Shares under this Agreement upon five days’ prior written notice to the Trustee and the Company, and all references in this Agreement to the VEBA shall thereafter be deemed to refer to such transferee (or any subsequent transferee); *provided further*, that any such assignee agrees in writing to be bound by the terms of the Voting Trust Agreement and certifies that the transfer is in compliance with the terms of the Voting Trust Agreement and applicable law. Any purported assignment, delegation or transfer in violation of the Voting Trust Agreement shall be void *ab initio*.

5.4 Notices. All notices and other communications given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person or mailed by first class, registered or certified mail, postage prepaid or telegram and addressed to the parties hereto as follows:

(i) If to the Company:

Patriot Coal Corporation  
12312 Olive Boulevard  
St. Louis, Missouri 63141  
Attn: Joseph W. Bean  
Facsimile: (314) 275-3660

With a copy to:

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10010  
Attn: Brian M. Resnick, Esq.  
Facsimile: (212) 450-5570

- (ii) If to the Trustee:  
Torque Point PCX LLC  
105 Duane Street, Apt. 37E  
New York, New York 10007  
Attn: Richard Katz

With a copy to:

Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, New York 10038  
Attn: Brett Lawrence, Esq.  
Facsimile: (212) 806-6006

- (iii) If to the VEBA:

Patriot Retirees Voluntary Employees' Beneficiary Association  
18354 Quantico Gateway Drive Suite 200  
Triangle, VA 22172

Each notice or other communication which shall be personally delivered or mailed or transmitted in a manner described above shall be deemed sufficiently received for all purposes at such time as it is delivered to the addressee (with any return receipt on delivery being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

5.5 Severability. If any provision or portion of a provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be found by a court of competent jurisdiction to be invalid or unenforceable under applicable law, then such provision shall be ineffective to the extent of such invalidity only, without in any way affecting the remainder of such provision or the remaining provisions of this Agreement.

5.6 Jurisdiction. Each of the parties hereto consent to the jurisdiction of the United States District Court for the District of Delaware and the state courts sitting in Wilmington, Delaware over all disputes related to this Agreement.

5.7 Specific Enforcement. The parties hereto shall be entitled to enforce their rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights existing in their favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any party hereto may in its/his sole discretion apply to any court of law or equity of competent jurisdiction for specific performance or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation of the provisions of this Agreement.

5.8 Headings. The headings of the Sections and paragraphs of this Agreement are inserted for convenience of reference only and do not form a part of or affect the meaning hereof.

5.9 Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims and disputes relating thereto, shall be governed by and construed in accordance with the local laws (and not the laws of conflicts) of the State of Delaware.

5.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall be deemed to be one and the same instrument.

5.11 Amendments. This Agreement may only be amended with the written consent of the Company and the Trustee.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

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TORQUE POINT PCX, LLC

By: Richard Katz  
Its: Managing Member

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PATRIOT COAL CORPORATION

By: Joseph W. Bean  
Its: Senior Vice President – Law &  
Administration & General Counsel