

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

In re:

PATRIOT COAL CORPORATION, *et al.*,

Debtors.¹

Chapter 11

Case No. 12-12900 (SCC)

(Jointly Administered)

**OMNIBUS ORDER APPROVING THE REJECTION
OF CERTAIN LEASE AGREEMENTS AND THE
ABANDONMENT OF CERTAIN EXPENDABLE PROPERTY**

Upon (i) the fourth notice of rejection of Patriot Coal Corporation and its subsidiaries that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”) filed on October 12, 2012 [ECF No. 1212], as amended on October 16, 2012 [ECF No. 1366] and October 25, 2012 [ECF No. 1487] and (ii) the Debtors’ sixth notice of rejection filed on November 8, 2012 [ECF No. 1536] (together, the “**Notices**”)² pursuant to the Court’s Order entered August 16, 2012 Establishing Procedures for the Rejection of Executory Contracts and Unexpired Leases and for the Abandonment of Personal Property [ECF No. 370] (the “**Rejection Procedures Order**”); and the Court having jurisdiction to consider the Notices and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and Standing Order M-61 Referring to Bankruptcy Judges for the Southern District of New York Any and All Proceedings Under Title 11, dated July

¹ The Debtors are the entities listed on Schedule 1 attached to the Debtors’ Motion for Approval of Procedures for the Rejection of Executory Contracts and Unexpired Leases and for the Abandonment of Personal Property [ECF No. 136]. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors’ chapter 11 petitions.

² Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to such term in the applicable Notice.

10, 1984 (Ward, Acting C.J.) as amended by Standing Order M-431, dated February 1, 2012 (Preska, C.J.); and consideration of the Notices and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b); and due and proper notice of the Notices having been provided in accordance with the Rejection Procedures Order; and it appearing that no other or further notice need be provided; and the relief requested in the Notices being in the best interests of the Debtors and their respective estates and creditors; and rejecting the Lease Agreements (as defined below) and abandoning the Expendable Property to the extent set forth herein representing a prudent exercise of the Debtors' business judgment; and the Court having reviewed the Notices; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED that the relief requested in the Notices is hereby granted solely with respect to the Lease Agreements and as set forth herein; and it is further

ORDERED that pursuant to section 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006 and Local Rule 6006-1, the Debtors' rejection of the leases set forth on Schedule 1 hereto (the "**Lease Agreements**") is hereby approved and shall be effective as of the applicable date set forth on Schedule 1 hereto; and it is further

ORDERED that pursuant to section 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007 and Local Rule 6007-1, the Debtors' abandonment of the Expendable Property related to the Lease Agreements is hereby approved and shall be effective as of the applicable date set forth on Schedule 1 hereto; and it is further

ORDERED that claims arising out of any rejections or abandonments effected pursuant to this Order must timely be filed in accordance with the Order

Establishing Deadline for Filing Proofs of Claim and Approving the Form and Manner of Notice Thereof [ECF No. 1388] on or before the date that is 30 days after the date hereof, and that absent a timely filing such claim shall be irrevocably barred; and it is further

ORDERED that, without further order of this Court, all counterparties to the Lease Agreements are prohibited from setting off or otherwise utilizing any monies deposited by the Debtors with such counterparty as a security deposit or pursuant to another similar arrangement; and it is further

ORDERED that if a counterparty to the Lease Agreements does not retrieve or otherwise take control of the relevant Expendable Property within 10 days of the entry of this Order or such later date as agreed with the Debtors in writing, then the counterparty shall be responsible to the Debtors for the subsequent costs of, and all risks attendant to, storing such equipment and for other attendant costs as determined by the Debtors, including the cost of insuring the relevant Expendable Property. If the counterparty does not remove its Expendable Property or make timely payments for storage and other costs, the Debtors may file a motion to compel removal of the Expendable Property and/or payment to the Debtors of storage and other attendant costs, including, without limitation, all legal fees; and it is further

ORDERED that notice of the Notices and the relief requested therein with respect to the Lease Agreements satisfy Bankruptcy Rules 6006 and 6007 and Local Bankruptcy Rule 6006-1; and it is further

ORDERED that the description of Expendable Property related to the Lease Agreements contained in the Notices, coupled with the information contained on

Schedule A to each of the Notices and the notice provisions contained therein satisfy
Local Bankruptcy Rule 6007-1; and it is further

ORDERED that the notice procedures set forth in the Notices with respect
to the Lease Agreements are good and sufficient notice and satisfy Bankruptcy Rule 9014
by providing the counterparties to the Lease Agreements with notice and an opportunity
to object and be heard at a hearing; and it is further

ORDERED that the relief granted herein is without prejudice to the
Debtors' rights to reject any contracts or leases set forth in Schedule A to each of the
Notices that are not set forth in Schedule 1 hereto; and it is further

ORDERED that this Court shall retain jurisdiction to hear and determine
all matters arising from or related to this Order.

Dated: December 18, 2012
New York, New York

/s/ Shelley C. Chapman
HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

Schedule 1¹

Counterparties to the Contracts and Leases to be Rejected	Title of Agreement/ Contract Type	Debtors' Contract ID	Debtor Parties to the Contracts and Leases to be Rejected	Date of Contract or Lease	Location of Real Property that is the Subject of a Lease to be Rejected	Description and Location of Expendable Property²	Rejection Effective Date
People's Capital & Leasing Corp.	Equipment Lease	EQUI1397	Patriot Leasing Company LLC	4/2/12	N/A	Brookville Diesel Tractor 15 Ton/20 Man, Serial No. 97107 4449 Left Hand Fork Joe's Creek Comfort, WV 25049	11/13/12
People's Capital & Leasing Corp.	Equipment Lease	EQUI1397-003	Patriot Leasing Company LLC	4/2/12	N/A	Brookville Diesel Tractor 15 Ton/20 Man, Serial No. 97108 4449 Left Hand Fork Joe's Creek Comfort, WV 25049	11/13/12
People's Capital & Leasing Corp.	Equipment Lease	EQUI1397-011	Patriot Leasing Company LLC	4/2/12	N/A	Coal Age Shuttle Car 2064-A, Serial No. N2064-0035 4449 Left Hand Fork Joe's Creek Comfort, WV 25049	12/3/12

¹ The Lease Agreements are being rejected pursuant to this Order only to the extent of the lease of Expendable Property specified in this Schedule 1, and any Lease Agreements between the Debtors and any Counterparty or Lessor are otherwise unaffected by this Order.

² Expendable Property will be abandoned to the lessor or sublessor party to the Lease Agreements associated with such Expendable Property unless otherwise specified here.