

**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 (KSS)
Jointly administered**

**ALPHA ENGINEERING SERVICES, INC.'S NOTICE OF PERFECTION
UNDER SECTION 546(b) OF THE BANKRUPTCY CODE**

PLEASE TAKE NOTICE that, pursuant to Section 546(b)(2) of the United States Bankruptcy Code, Alpha Engineering Services, Inc. ("Alpha Engineering") has recorded its Notice of Mechanic's Lien in accordance with the laws of the State of West Virginia asserting a lien for mine engineering work performed by Alpha Engineering on the real property and improvements for that certain underground mining complex in Kanawha County and Boone County, West Virginia, on the property interests of Patriot Coal Corporation and Panther LLC, all as described in the Notice of Mechanic's Lien pursuant to West Virginia Code 38-2-1 *et seq.*, in the amount of \$34,715.12. A copy of the Notice of Mechanic's lien is attached hereto as Exhibit A. The Notice of Mechanic's Lien was recorded in the office of the Clerk of the County Commission of Kanawha County, West Virginia on October 11, 2012, in Mechanic's Lien Book 61, page 313, and in the office of the Clerk of the County Commission of Boone County, West Virginia on October 12, 2012 in Mechanic's Lien Book 6, page 728.

Under West Virginia law, Alpha Engineering is required to commence a suit within six months after recording the notice of its mechanic's lien to maintain or continue the perfected status of its mechanic's lien. Pursuant to Section 546(b) of the Bankruptcy Code, Alpha Engineering gives notice, in lieu of commencement of an action to maintain or continue perfection of its

mechanic's lien interest in all of the property that is subject to the lien, within the time fixed by West Virginia law for the commencement of such an action.

Dated: February 25, 2013.

Alpha Engineering Services, Inc.

By Counsel

/s/ James W. Lane, Jr.

James W. Lane, Jr.

Law Offices of James W. Lane, Jr.

Woolworth Building

205 Capitol Street, Suite 400

P. O. Box 11806

Charleston, WV 25339

Telephone number: (304) 342-0081


Telecopier number: (304) 342-3364

E: jim.lane@jimlaneattorneyatlaw.com

Counsel for Alpha Engineering Services,
Inc.

NOTICE OF MECHANIC'S LIEN

TO: PANTHER LLC
Care of:
CT CORPORATION SYSTEM
5400 D BIG TYLER ROAD
CHARLESTON, WV, 25313


Doc ID: 001588390008 Type: LIE
Recorded: 10/12/2012 at 12:34:05 PM
Fee Amt: \$14.00 Page 1 of 8
Boone County Clerk
Gary W. Williams County Clerk
BK **6** PG **728-735**

PATRIOT COAL CORPORATION
Care of:
CT CORPORATION SYSTEM
5400 D BIG TYLER ROAD
CHARLESTON, WV, 25313

NOTICE IS HEREBY GIVEN, in accordance with the laws of the State of West Virginia, that the undersigned claims a lien to secure the payment of the sum of \$34,715.12 upon your interest in and to that certain underground mining complex in Kanawha County and Boone County, West Virginia. The mine and improvements are located on Panther LLC's real property interests consisting of all leasehold interests, fee simple surface interests and mineral interests that comprise the underground coal mine known as the Speed Mining Mine, which mine site covers a large tract of property beneath and upon property located at at Slaughters Creek and Kanawha County Route 7/2 and Boone County Route 14/2. The mine is depicted on the plat attached hereto at Exhibit A as "Speed Mining Inc.", and exists west of Ohley, WV, east of Seth, WV, and south of Chelyan, WV. The lien is asserted against all improvements to the mine, and all maps and studies and plans associated with the mine. /

The lien is pursuant to a contract directly with Patriot Coal Corporation and its affiliates

and subsidiaries pursuant to the Master Performance Agreement, attached hereto at Exhibit B. The contract between Patriot Coal Corporation and Alpha Engineering Services designates Patriot Coal Corporation and its subsidiaries, affiliates and related companies as the "Owner". In the event Alpha Engineering Services could be considered a subcontractor, and thus to satisfy the notice requirements of W.Va. Code §38-2-9, Alpha states that its contract price was not capped, but instead was on a time and expense basis, and that it has submitted invoices pursuant to the agreed upon rates for its time and expenses amounting to \$ 34,715.12, which invoices have not been paid.

Lien claimant is aware that Patriot Coal Corporation and Panther LLC have filed bankruptcy in the United States Bankruptcy Court for the Southern District of New York. The filing of this Notice of Mechanic's Lien on the real property and any subsequent filing of a Notice of Lis Pendens is merely intended as a measure to protect and perfect the lien claimant's rights pursuant to W.Va. Code ' 38-2-1, et seq., which rights arose prior to the bankruptcy and which rights are allowed by 11 U.S.C. ' 362(b)(3) and 546(b). Alpha Engineering's ability and deadline to file suit to enforce its mechanic's lien is both stayed and tolled by the United States Bankruptcy Code, at ' 362 and ' 108 respectively. NEVERTHELESS, Alpha Engineering Services, Inc. continues to claim and assert a valid and perfected mechanic's lien against the subject property, which shall be enforced within the bankruptcy case, or upon termination of the automatic stay of bankruptcy or upon the dismissal of the bankruptcy case, if it is not sooner resolved. All parties dealing with the subject property are hereby notified that Alpha Engineering Services, Inc.'s Mechanic's Lien is continuing, valid and enforceable, even though Alpha Engineering Services has not and cannot commence suit for the enforcement of the lien within six (6) months of the recording of the Notice of Mechanic's Lien in the aforesaid Clerk's office.

Given under my hand this 9th day of October, 2012.

Alpha Engineering Services, Inc.

By:

Its

President

State of West Virginia,
County of Raleigh;

Gary Hartsog, being first duly sworn and under oath says that he is the President of Alpha Engineering Services, Inc. and that the statements in the foregoing Notice are true as he verily believes.

Taken, subscribed and sworn to before me this 9th day of October, 2012.

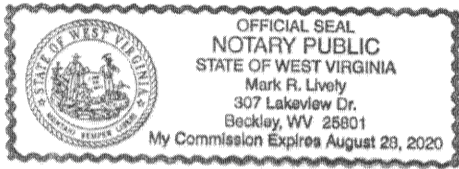
My commissioner expires:

8-28-20

seal:

Mark R. Lively

Notary



Instrument prepared by:

James W. Lane, Jr. (#6483)
P.O. Box 11806
Charleston, WV 25339
(304) 342-0081

EXHIBIT A



EXHIBIT B

PATRIOT COAL CORPORATION

MPA NO. - 5757

MASTER PERFORMANCE AGREEMENT

This Master Performance Agreement ("MPA") effective as of the October 05, 2007 by and between PATRIOT COAL CORPORATION ("PATRIOT") on behalf of itself and its subsidiaries, affiliates and related companies (hereinafter PATRIOT and its subsidiaries, affiliates and related companies shall be individually referred to as "Owner"), with its address at 12312 Olive Blvd., St. Louis, Missouri 63141, and ALPHA ENGINEERING SERVICES, INC. with its address at PO Box 2121, Beckley WV 25802 (hereinafter referred to as "Contractor").

1. Binding Contract. Upon the issuance of a Purchase Order ("P.O.") by Owner, Contractor shall be bound to perform work and/or services for Owner in accordance with the attached "General Terms and Conditions" and the scope of work; starting and completion dates; pricing and payment terms; and any additional terms agreed to by Owner and Contractor that are set forth on the front side of the P.O. (hereinafter such terms and conditions contained in this MPA and on the front side of the issued P.O. shall be referred to as the "Contract"). The effective date of the Contract shall be the date the P.O. is issued by Owner. In case any of the terms and conditions of the Contract conflict with the terms and conditions on the backside of the P.O. or any conditions contained in any document furnished by Contractor, the provisions of the Contract shall prevail.

2. Term: This MPA shall have an initial term of one (1) year, effective as of the date first written above, and shall automatically renew on a year-to-year basis thereafter; provided, however, either party shall have the right to terminate this MPA upon thirty (30) days' prior written notice to the other party. Provided further, that the termination of this MPA shall not terminate any existing Contract under which work is currently being performed by Contractor.

3. Assignment of Work: This MPA sets forth the general terms and conditions under which work and/or services shall be performed by Contractor when, and if, requested by Owner during the term hereof, but in no way guarantees that Contractor will be assigned any work. Each assignment of work to Contractor hereunder shall be made by the issuance of a P.O. by Owner. Each such P.O. shall identify this MPA by number and shall provide, at a minimum, the following terms and conditions that will supplement the general terms and conditions set forth on the attachment to this MPA: (a) starting and completion dates; (b) price and payment terms; and (c) scope of work.

4. Subcontracting. If Contractor desires to use a subcontractor in the performance of work and/or services for Owner pursuant to the Contract, Contractor must first obtain the prior written approval of Owner's representative in PATRIOT's Materials Management Department by executing and returning for PATRIOT's approval a copy of the "Permission to Subcontract" that is attached hereto as Exhibit E.

5. Required Documents. As of the date first written above, and upon the subsequent request of PATRIOT, Contractor shall provide PATRIOT with copies of the documents identified in the exhibits below for those Operating Companies identified on the MPA Supplier Checklist for whom Contractor might be selected to perform work and/or services for. The required documents are hereby incorporated in this MPA and made a part hereof and shall also become a part of the Contract.

REQUIRED DOCUMENTS	OPERATING COMPANIES
Exhibit A - Certificate of Insurance	All Operating Companies listed on the MPA Supplier Checklist
Exhibit B - MSHA I.D. No.; Certificate of Compliance	All Operating Companies listed on the MPA Supplier Checklist With Health and Safety Laws and Regulations
Exhibit C - Contractor's License; Certificate of Approval	The following Operating Companies with operations located in West Virginia: Colony Bay Coal Company; Eastern Coal Co.; Martinka Coal Company, Mountain View Coal Company; Pine Ridge Coal Company; and Rivers Edge Mining; Appalachia Mine Services
Exhibit D - Certificate of Assurance of Non-Segregated Facilities	The following Operating Companies: Ohio Coal Company; Patriot Coal Company and Peabody Coal Company.

WITNESS the following signatures executed in duplicate.

PATRIOT COAL CORPORATION, on behalf of itself and its subsidiaries, affiliates and related companies

By: Larry Yates
 Its: Director Purchasing

ALPHA ENGINEERING SERVICES, INC. ("CONTRACTOR")

By: [Signature]
 Its: President

PATRIOT COAL CORPORATION

GENERAL TERMS AND CONDITIONS

1. **CONTRACTOR TO PROVIDE.** Except as otherwise expressly stated herein, Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work. Unless otherwise specified, all materials shall be new and workers qualified in their respective trades.
2. **ROYALTIES AND PATENTS.** Contractor shall pay all royalties and license fees, and shall defend all suits or claims for infringement of any patent, trademark or copyright rights arising out of purchase of any item hereunder and shall save Owner harmless from loss on account thereof.
3. **SURVEYS, PERMITS, AND REGULATIONS.** For work on its premises, Owner shall furnish all surveys. Permits and licenses necessary for such work shall be secured and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by Owner. Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify Owner if any drawings and specifications are at variance therewith.
4. **PROTECTION OF WORK, PROPERTY, AND PERSONS; NO CLOTH RAGS.** If work is to be done on Owner's premises, Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to its act or neglect. Contractor shall not use any cloth rags on Owner's mine premises in connection with the work to be provided under this Contract.
5. **INSPECTION.** Owner shall have the right at all times to inspect the work or preparation of goods and articles to be delivered.
6. **CHANGES IN WORK OR PRICE.** Owner may order changes in the work or dates of completion; the contract price shall be adjusted accordingly. All such orders and adjustments shall be in writing. Claims by Contractor for extra cost must be made in writing before executing the work or preparing goods involved, or within 10 days of any occurrence claimed as a basis for extra compensation.
7. **WARRANTY OF GOODS AND WORK; CORRECTION OF WORK.** Contractor expressly warrants all material and work covered herein to be of quantity, quality, size, description and dimension specified, of good material and workmanship, merchantable or fit and sufficient for the purpose intended, and that all workers and subcontractors shall be skilled in their trades. Such warranty shall not be deemed waived by either receipt or acceptance of, nor payment for the work. Contractor shall, if requested by Owner, promptly re-execute or replace any part of the work that fails to conform to the requirements of the Contract except where defects are due entirely to negligence on the part of Owner, in which case, if Owner elects to have Contractor remedy the defects, Owner will pay Contractor for its reasonable and necessary expenses for such repair of the work. The provisions of this article apply to work done by subcontractors and goods supplied by vendors and all purchase orders and subcontractors under the Contract shall contain provisions necessary to carry out these requirements.
8. **OWNER'S RIGHT TO TERMINATE CONTRACT.** If Contractor fails to progress, or to make timely performance or to perform any provision of the Contract, Owner, after seven day's written notice to Contractor and its surety, if any, may without prejudice to any other remedy it may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor or, at its option, may terminate the Contract and take possession of all materials, tools, and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to Contractor, but, if such expense exceeds such unpaid balance, Contractor shall pay the difference to Owner, and Owner may withhold all payments due. Remedies hereunder are in addition to other legal and equitable remedies.
9. **LIENS.** Payment shall not be due until Contractor has delivered to Owner a complete release of all liens arising out of the Contract, or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to Owner indemnifying against any lien.
10. **SEPARATE CONTRACTS.** Owner may do other work or let other contracts involving the work and Contractor shall cooperate with Owner and other contractors. Contractor shall not endanger any work by cutting, excavating or otherwise altering such work, and shall not cut or alter the work of any other contractor, without consent of Owner.
11. **SECONDARY BRAKES; GROSS VEHICLE WEIGHT RATING.** Any vehicle driven by an employee, agent or subcontractor of Contractor onto the Premises shall be equipped with a secondary brake retarding system that will provide the operator of the vehicle with an additional method of slowing the vehicle in the event the vehicle's primary braking system malfunctions. Examples of acceptable secondary retarding systems include, but are not limited to, drive shaft brakes, exhaust brakes, "Jake" brakes, manual transmissions (low gear), automatic transmissions (low gear - provided that they are not equipped to shift into a higher gear at a high engine RPM), converter retarders and ground engagement implements. All vehicles owned or operated by Contractor or Contractor's subcontractor that enter onto the Premises shall not exceed the gross vehicle weight rating specified by the original manufacturer of that vehicle. Owner shall have the right, but no obligation or duty, to inspect Contractor's or Contractor's subcontractor's vehicles for compliance hereunder. Owner shall have the right to prohibit any vehicle from entering the Premises if said vehicle is not properly equipped with a secondary brake retarding system or if it exceeds the manufacturer's gross vehicle weight rating.
12. **COMPLIANCE WITH LAWS.** Contractor warrants that all goods delivered and services performed under the Contract shall comply with all Federal, state and other applicable laws and regulations, including, but not limited to safety, reclamation and pollution control laws, and with building codes.
13. **OWNER'S REPRESENTATIVE.** Owner's Mine Superintendent (or other representative designated by Owner) shall represent Owner during the work, or preparation of goods and articles under the Contract. He has authority to stop the work if necessary to insure its proper execution. He shall certify on behalf of Owner when payments under the Contract are due and the amounts to be paid. He shall make decisions on all claims of Contractor.
14. **CLEANING UP.** Contractor shall keep Owner's premises free from accumulation of waste material and rubbish and at completion of any work shall remove all rubbish, implements and surplus materials from the site and leave any building broom-clean.
15. **COMPLETION AND FINAL BILLING.** Completion of all work under the Contract shall be evidenced by written approval of Owner's Representative as to completion without defects. Such approval may be endorsed on the final bill. Contractor's final billing upon completion shall include statement of amounts withheld and any unsettled claims of Contractor for which payment is requested.
16. **PERFORMANCE AND PAYMENT BOND.** Contractor may be required to furnish bond covering the faithful performance of the Contract, and the payment of all Contractor's obligations arising under the Contract, in the form and with the sureties as Owner may approve. If the bond is required by instruction given before submission of bids or the award of the Contract, the premium shall be paid by Contractor; if thereafter, it shall be paid by Owner.
17. **ASSIGNMENT.** The Contract shall be binding upon the parties, their successors and assigns, but the Contract or any part may not be assigned by Contractor without the written consent of Owner.
18. **INDEMNITY AND INSURANCE.**
 - A. Contractor agrees to indemnify, defend, and hold harmless Owner, its parent, subsidiaries, affiliates and related companies and the officers, directors, shareholders and employees of such companies (collectively "Owner") against any and all claims, damages, losses and expenses, including attorney's fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law for damage because of bodily injury (including death) or on account of damage to property, sustained by any person or persons, arising out of or in consequence of the performance of the work called for by the Contract whether or not such bodily injuries, death, or damage to property arise or are claimed to have arisen in whole or in part out of the negligence or any other grounds of legal liability, including violation of any duty imposed by a statute, or ordinance or regulation, on the part of Contractor, the subcontractors, and the employees or agents of Contractor and the subcontractor (but excluding however, any liability caused by the sole negligence or willful misconduct of employees or agents of Owner).
 - B. Contractor shall obtain and continue in force, during the term of the Contract, at its own expense, the following insurance coverages:
 1. Workers' Compensation and Occupational Disease Disability insurance as required by the laws of the state wherein the work is to be performed.
 2. Employers' Liability Insurance with limits of \$500,000 each occurrence, unless the laws of the state in which the work is to be performed precludes an independent right of action by an employee against an employer under common law.
 3. Comprehensive Automobile Liability Insurance with limits of \$1,000,000 Bodily Injury and Property Damage combined single limit.
 4. Comprehensive General Liability and Property Damage Insurance including Operations, Protective, Products/Completed Operations, Broad Form Property Damage, and Contractual Liability coverages with limits of \$1,000,000 Bodily Injury and Property Damage combined single limit.
 - C. All insurance policies must contain an unqualified provision that the insurance carrier will give Owner 30 days prior notice in writing of any cancellation, change or lapse of such policy(s).
 - D. All insurance policies shall name Owner, its parent, subsidiaries, affiliates and related companies, as additional insureds with respect to losses or claims arising out of, or directly or indirectly related to, the performance of this Contract.
 - E. The parties hereto acknowledge that Contractor's insurance shall be the primary coverage under the Contract.
 - F. Prior to commencement of any work hereunder, Contractor shall furnish to Owner (in form satisfactory to Owner) a Certificate of Insurance showing that the requirements of this Paragraph 17 have been satisfied.
19. **EQUAL EMPLOYMENT OPPORTUNITY.** The non-discrimination clauses contained in Section 202 of Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated herein. If the price for any purchase order generated hereunder exceeds \$50,000 there must be in effect a special Addendum respecting EEO, as authorized by John L. Wilks, Director, Office of Federal Contract Compliance by letter dated June 1, 1970.
20. **ACCOUNTS AND AUDIT.** Contractor shall keep records which shall be subject to examination as follows:
 - A. Contractor shall check all materials and labor entering into the work, and shall keep such full and detailed accounts as necessary to proper financial management and satisfactory to Owner.
 - B. Owner shall have access to all of Contractor's books, records, correspondence, and other papers relating to the Contract, as necessary to verify billings and to audit all payments. Contractor shall preserve all such records for three years after final payment under the Contract.
 - C. If Owner's audit shall establish that Contractor has been paid any sums which were improper or in excess of any balance due, Contractor will refund any such amounts immediately upon demand. If not refunded, Owner may recover such amounts by withholding any other payment due to Contractor in addition to all other legal remedies.
21. **UNAUTHORIZED DISCLOSURE.** Contractor shall not without Owner's prior written consent, publish or communicate to others any information or data with respect to the Contract. Contractor shall not, without said consent, use or allow the use, whether in writing or in oral form, by its employees, agents or subcontractors, of Owner's name, trademarks, logos, publications, photographs of Owner's facilities or equipment, or Contractor's and Owner's business relationship, in connection with marketing or business activity.

STATE OF WEST VIRGINIA, Boone
County Commission Clerk's Office
10/12/2012. The foregoing Mechanics Lien
together with the certificate of its
acknowledgment, was this day presented
in said office and admitted to record.

Teste: Gary Hillman Clerk

NOTICE OF MECHANIC'S LIEN

TO: PANTHER LLC
Care of:
CT CORPORATION SYSTEM
5400 D BIG TYLER ROAD
CHARLESTON, WV, 25313

PATRIOT COAL CORPORATION
Care of:
CT CORPORATION SYSTEM
5400 D BIG TYLER ROAD
CHARLESTON, WV, 25313

MECHLN 61 313
Recorded In Above Book and Page
10/11/2012 10:23:30 AM
Vera J. McCormick
County Clerk
Kanawha County, WV
Deed Tax 0.00
Recording Fee 14.00
TOTAL 14.00

NOTICE IS HEREBY GIVEN, in accordance with the laws of the State of West Virginia, that the undersigned claims a lien to secure the payment of the sum of \$34,715.12 upon your interest in and to that certain underground mining complex in Kanawha County and Boone County, West Virginia. The mine and improvements are located on Panther LLC's real property interests consisting of all leasehold interests, fee simple surface interests and mineral interests that comprise the underground coal mine known as the Speed Mining Mine, which mine site covers a large tract of property beneath and upon property located at at Slaughters Creek and Kanawha County Route 7/2 and Boone County Route 14/2. The mine is depicted on the plat attached hereto at Exhibit A as "Speed Mining Inc.", and exists west of Ohley, WV, east of Seth, WV, and south of Chelyan, WV. The lien is asserted against all improvements to the mine, and all maps and studies and plans associated with the mine.

The lien is pursuant to a contract directly with Patriot Coal Corporation and its affiliates

and subsidiaries pursuant to the Master Performance Agreement, attached hereto at Exhibit B. The contract between Patriot Coal Corporation and Alpha Engineering Services designates Patriot Coal Corporation and its subsidiaries, affiliates and related companies as the "Owner". In the event Alpha Engineering Services could be considered a subcontractor, and thus to satisfy the notice requirements of W.Va. Code §38-2-9, Alpha states that its contract price was not capped, but instead was on a time and expense basis, and that it has submitted invoices pursuant to the agreed upon rates for its time and expenses amounting to \$ 34,715.12, which invoices have not been paid.

*Lien claimant is aware that Patriot Coal Corporation and Panther LLC have filed bankruptcy in the United States Bankruptcy Court for the Southern District of New York. The filing of this Notice of Mechanic's Lien on the real property and any subsequent filing of a Notice of Lis Pendens is merely intended as a measure to protect and perfect the lien claimant's rights pursuant to W.Va. Code ' 38-2-1, et seq., which rights arose prior to the bankruptcy and which rights are allowed by 11 U.S.C. ' 362(b)(3) and 546(b). Alpha Engineering's ability and deadline to file suit to enforce its mechanic's lien is both stayed and tolled by the United States Bankruptcy Code, at ' 362 and ' 108 respectively. **NEVERTHELESS**, Alpha Engineering Services, Inc. continues to claim and assert a valid and perfected mechanic's lien against the subject property, which shall be enforced within the bankruptcy case, or upon termination of the automatic stay of bankruptcy or upon the dismissal of the bankruptcy case, if it is not sooner resolved. All parties dealing with the subject property are hereby notified that Alpha Engineering Services, Inc.'s Mechanic's Lien is continuing, valid and enforceable, even though Alpha Engineering Services has not and cannot commence suit for the enforcement of the lien within six (6) months of the recording of the Notice of Mechanic's Lien in the aforesaid Clerk's office.*

Given under my hand this 9th day of October, 2012.

Alpha Engineering Services, Inc.

By: [Signature]
Its President

State of West Virginia,
County of Raleigh;

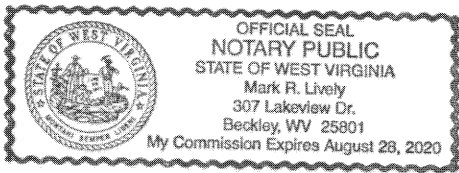
Gary Hartsog, being first duly sworn and under oath says that he is the President of Alpha Engineering Services, Inc. and that the statements in the foregoing Notice are true as he verily believes.

Taken, subscribed and sworn to before me this 9th day of October, 2012.

My commissioner expires: 8-28-20

seal:

[Signature]
Notary



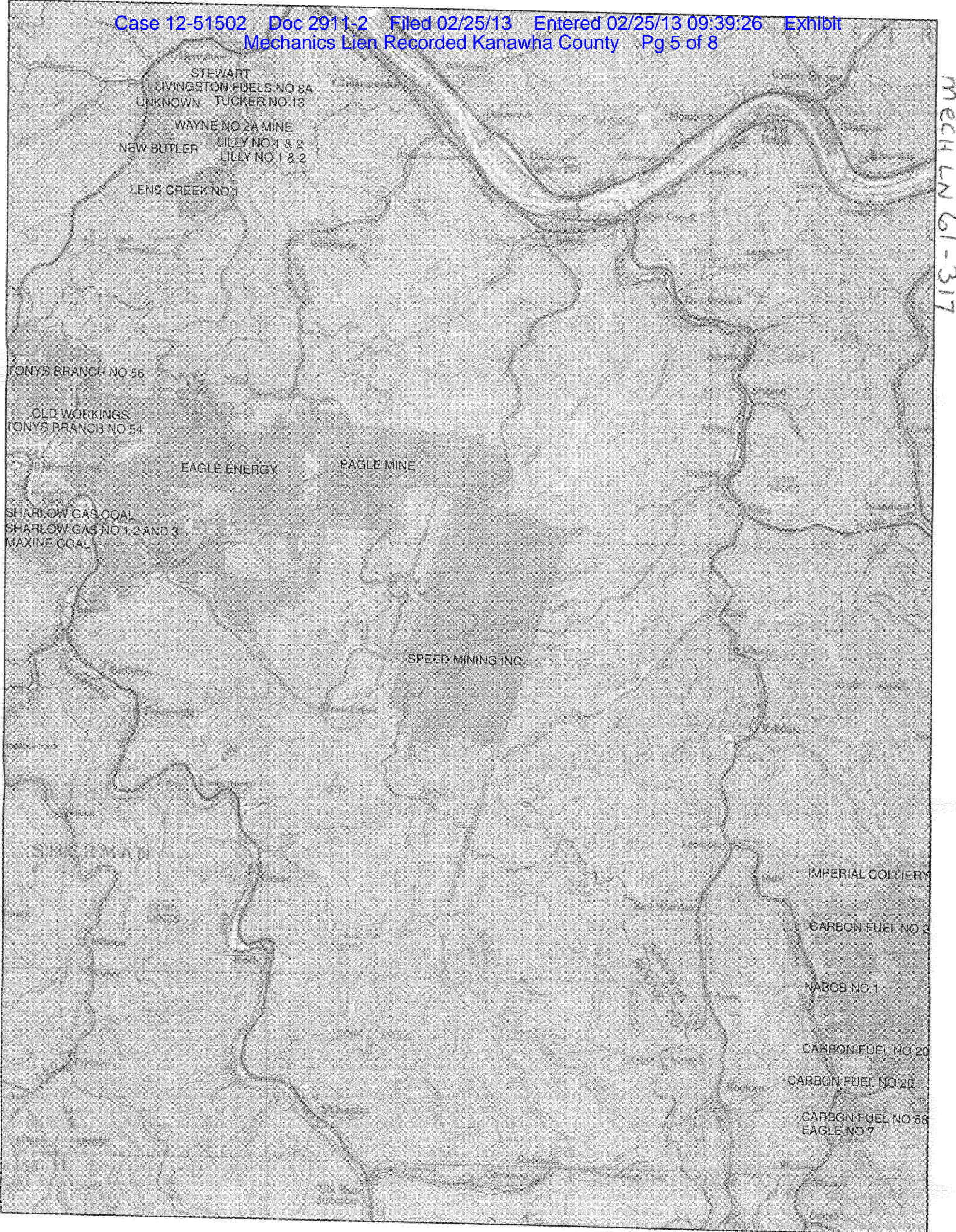
Instrument prepared by:

James W. Lane, Jr. (#6483)
P.O. Box 11806
Charleston, WV 25339
(304) 342-0081

MECHLN 61 316

EXHIBIT A

MECH LN 61-317



Mech LN 61-318

EXHIBIT B

PATRIOT COAL CORPORATION

MPA NO. - 5757

MASTER PERFORMANCE AGREEMENT

This Master Performance Agreement ("MPA") effective as of the October 05, 2007 by and between PATRIOT COAL CORPORATION ("PATRIOT") on behalf of itself and its subsidiaries, affiliates and related companies (hereinafter PATRIOT and its subsidiaries, affiliates and related companies shall be individually referred to as "Owner"), with its address at 12312 Olive Blvd., St. Louis, Missouri 63141, and ALPHA ENGINEERING SERVICES, INC. with its address at PO Box 2121, Beckley WV 25802 (hereinafter referred to as "Contractor").

1. **Binding Contract.** Upon the issuance of a Purchase Order ("P.O.") by Owner, Contractor shall be bound to perform work and/or services for Owner in accordance with the attached "General Terms and Conditions" and the scope of work; starting and completion dates; pricing and payment terms; and any additional terms agreed to by Owner and Contractor that are set forth on the front side of the P.O. (hereinafter such terms and conditions contained in this MPA and on the front side of the issued P.O. shall be referred to as the "Contract"). The effective date of the Contract shall be the date the P.O. is issued by Owner. In case any of the terms and conditions of the Contract conflict with the terms and conditions on the backside of the P.O. or any conditions contained in any document furnished by Contractor, the provisions of the Contract shall prevail.

2. **Term:** This MPA shall have an initial term of one (1) year, effective as of the date first written above, and shall automatically renew on a year-to-year basis thereafter; provided, however, either party shall have the right to terminate this MPA upon thirty (30) days' prior written notice to the other party. Provided further, that the termination of this MPA shall not terminate any existing Contract under which work is currently being performed by Contractor.

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4. **Subcontracting.** If Contractor desires to use a subcontractor in the performance of work and/or services for Owner pursuant to the Contract, Contractor must first obtain the prior written approval of Owner's representative in PATRIOT's Materials Management Department by executing and returning for PATRIOT's approval a copy of the "Permission to Subcontract" that is attached hereto as Exhibit E.

5. **Required Documents.** As of the date first written above, and upon the subsequent request of PATRIOT, Contractor shall provide PATRIOT with copies of the documents identified in the exhibits below for those Operating Companies identified on the MPA Supplier Checklist for whom Contractor might be selected to perform work and/or services for. The required documents are hereby incorporated in this MPA and made a part hereof and shall also become a part of the Contract.

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WITNESS the following signatures executed in duplicate.

PATRIOT COAL CORPORATION, on behalf of itself and its subsidiaries, affiliates and related companies

By: Larry Yates
 Its: Director Purchasing

ALPHA ENGINEERING SERVICES, INC.
 ("CONTRACTOR")

By: [Signature]
 Its: President

PATRIOT COAL CORPORATION

MECHLN 61 320

GENERAL TERMS AND CONDITIONS

1. **CONTRACTOR TO PROVIDE.** Except as otherwise expressly stated herein, Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work. Unless otherwise specified, all materials shall be new and workers qualified in their respective trades.
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4. **PROTECTION OF WORK, PROPERTY, AND PERSONS; NO CLOTH RAGS.** If work is to be done on Owner's premises, Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to its act or neglect. Contractor shall not use any cloth rags on Owner's mine premises in connection with the work to be provided under this Contract.
5. **INSPECTION.** Owner shall have the right at all times to inspect the work or preparation of goods and articles to be delivered.
6. **CHANGES IN WORK OR PRICE.** Owner may order changes in the work or dates of completion; the contract price shall be adjusted accordingly. All such orders and adjustments shall be in writing. Claims by Contractor for extra cost must be made in writing before executing the work or preparing goods involved, or within 10 days of any occurrence claimed as a basis for extra compensation.
7. **WARRANTY OF GOODS AND WORK; CORRECTION OF WORK.** Contractor expressly warrants all material and work covered herein to be of quantity, quality, size, description and dimension specified, of good material and workmanship, merchantable or fit and sufficient for the purpose intended, and that all workers and subcontractors shall be skilled in their trades. Such warranty shall not be deemed waived by either receipt or acceptance of, nor payment for the work. Contractor shall, if requested by Owner, promptly re-execute or replace any part of the work that fails to conform to the requirements of the Contract except where defects are due entirely to negligence on the part of Owner, in which case, if Owner elects to have Contractor remedy the defects, Owner will pay Contractor for its reasonable and necessary expenses for such repair of the work. The provisions of this article apply to work done by subcontractors and goods supplied by vendors and all purchase orders and subcontractors under the Contract shall contain provisions necessary to carry out these requirements.
8. **OWNER'S RIGHT TO TERMINATE CONTRACT.** If Contractor fails to progress, or to make timely performance or to perform any provision of the Contract, Owner, after seven day's written notice to Contractor and its surety, if any, may without prejudice to any other remedy it may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor or, at its option, may terminate the Contract and take possession of all materials, tools, and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to Contractor, but, if such expense exceeds such unpaid balance, Contractor shall pay the difference to Owner, and Owner may withhold all payments due. Remedies hereunder are in addition to other legal and equitable remedies.
9. **LIENS.** Payment shall not be due until Contractor has delivered to Owner a complete release of all liens arising out of the Contract, or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to Owner indemnifying against any lien.
10. **SEPARATE CONTRACTS.** Owner may do other work or let other contracts involving the work and Contractor shall cooperate with Owner and other contractors. Contractor shall not endanger any work by cutting, excavating or otherwise altering such work, and shall not cut or alter the work of any other contractor, without consent of Owner.
11. **SECONDARY BRAKES; GROSS VEHICLE WEIGHT RATING.** Any vehicle driven by an employee, agent or subcontractor of Contractor onto the Premises shall be equipped with a secondary brake retarding system that will provide the operator of the vehicle with an additional method of slowing the vehicle in the event the vehicle's primary braking system malfunctions. Examples of acceptable secondary retarding systems include, but are not limited to, drive shaft brakes, exhaust brakes, "Jake" brakes, manual transmissions (low gear), automatic transmissions (low gear - provided that they are not equipped to shift into a higher gear at a high engine RPM), converter retarders and ground engagement implements. All vehicles owned or operated by Contractor or Contractor's subcontractor that enter onto the Premises shall not exceed the gross vehicle weight rating specified by the original manufacturer of that vehicle. Owner shall have the right, but no obligation or duty, to inspect Contractor's or Contractor's subcontractor's vehicles for compliance hereunder. Owner shall have the right to prohibit any vehicle from entering the Premises if said vehicle is not properly equipped with a secondary brake retarding system or it exceeds the manufacturer's gross vehicle weight rating.
12. **COMPLIANCE WITH LAWS.** Contractor warrants that all goods delivered and services performed under the Contract shall comply with all Federal, state and other applicable laws and regulations, including, but not limited to safety, reclamation and pollution control laws, and with building codes.
13. **OWNER'S REPRESENTATIVE.** Owner's Mine Superintendent (or other representative designated by Owner) shall represent Owner during the work, or preparation of goods and articles under the Contract. He has authority to stop the work if necessary to insure its proper execution. He shall certify on behalf of Owner when payments under the Contract are due and the amounts to be paid. He shall make decisions on all claims of Contractor.
14. **CLEANING UP.** Contractor shall keep Owner's premises free from accumulation of waste material and rubbish and at completion of any work shall remove all rubbish, implements and surplus materials from the site and leave any building broom-clean.
15. **COMPLETION AND FINAL BILLING.** Completion of all work under the Contract shall be evidenced by written approval of Owner's Representative as to completion without defects. Such approval may be endorsed on the final bill. Contractor's final billing upon completion shall include statement of amounts withheld and any unsettled claims of Contractor for which payment is requested.
16. **PERFORMANCE AND PAYMENT BOND.** Contractor may be required to furnish bond covering the faithful performance of the Contract, and the payment of all Contractor's obligations arising under the Contract, in the form and with the sureties as Owner may approve. If the bond is required by instruction given before submission of bids or the award of the Contract, the premium shall be paid by Contractor; if thereafter, it shall be paid by Owner.
17. **ASSIGNMENT.** The Contract shall be binding upon the parties, their successors and assigns, but the Contract or any part may not be assigned by Contractor without the written consent of Owner.
18. **INDEMNITY AND INSURANCE.**
 - A. Contractor agrees to indemnify, defend, and hold harmless Owner, its parent, subsidiaries, affiliates and related companies and the officers, directors, shareholders and employees of such companies (collectively "Owner") against any and all claims, damages, losses and expenses, including attorney's fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law for damage because of bodily injury (including death) or on account of damage to property, sustained by any person or persons, arising out of or in consequence of the performance of the work called for by the Contract whether or not such bodily injuries, death, or damage to property arise or are claimed to have arisen in whole or in part out of the negligence or any other grounds of legal liability, including violation of any duty imposed by a statute, or ordinance or regulation, on the part of Contractor, the subcontractors, and the employees or agents of Contractor and the subcontractor (but excluding however, any liability caused by the sole negligence or willful misconduct of employees or agents of Owner).
 - B. Contractor shall obtain and continue in force, during the term of the Contract, at its own expense, the following insurance coverages:
 1. Workers' Compensation and Occupational Disease Disability insurance as required by the laws of the state wherein the work is to be performed.
 2. Employers' Liability Insurance with limits of \$500,000 each occurrence, unless the laws of the state in which the work is to be performed precludes an independent right of action by an employee against an employer under common law.
 3. Comprehensive Automobile Liability Insurance with limits of \$1,000,000 Bodily Injury and Property Damage combined single limit.
 4. Comprehensive General Liability and Property Damage Insurance including Operations, Protective, Products/Completed Operations, Broad Form Property Damage, and Contractual Liability coverages with limits of \$1,000,000 Bodily Injury and Property Damage combined single limit.
 - C. All insurance policies must contain an unqualified provision that the insurance carrier will give Owner 30 days prior notice in writing of any cancellation, change or lapse of such policy(s).
 - D. All insurance policies shall name Owner, its parent, subsidiaries, affiliates and related companies, as additional insureds with respect to losses or claims arising out of, or directly or indirectly related to, the performance of this Contract.
 - E. The parties hereto acknowledge that Contractor's insurance shall be the primary coverage under the Contract.
 - F. Prior to commencement of any work hereunder, Contractor shall furnish to Owner (in form satisfactory to Owner) a Certificate of Insurance showing that the requirements of this Paragraph 17 have been satisfied.
19. **EQUAL EMPLOYMENT OPPORTUNITY.** The non-discrimination clauses contained in Section 202 of Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated herein. If the price for any purchase order generated hereunder exceeds \$50,000 there must be in effect a special Addendum respecting EEO, as authorized by John L. Wilks, Director, Office of Federal Contract Compliance by letter dated June 1, 1970.
20. **ACCOUNTS AND AUDIT.** Contractor shall keep records which shall be subject to examination as follows:
 - A. Contractor shall check all materials and labor entering into the work, and shall keep such full and detailed accounts as necessary to proper financial management and satisfactory to Owner.
 - B. Owner shall have access to all of Contractor's books, records, correspondence, and other papers relating to the Contract, as necessary to verify billings and to audit all payments. Contractor shall preserve all such records for three years after final payment under the Contract.
 - C. If Owner's audit shall establish that Contractor has been paid any sums which were improper or in excess of any balance due, Contractor will refund any such amounts immediately upon demand. If not refunded, Owner may recover such amounts by withholding any other payment due to Contractor in addition to all other legal remedies.
21. **UNAUTHORIZED DISCLOSURE.** Contractor shall not without Owner's prior written consent, publish or communicate to others any information or data with respect to the Contract. Contractor shall not, without said consent, use or allow the use, whether in writing or in oral form, by its employees, agents or subcontractors, of Owner's name, trademarks, logos, publications, photographs of Owner's facilities or equipment, or Contractor's and Owner's business relationship, in connection with marketing or business activity.

This instrument was presented to the Clerk of the County
Commission of Kanawha County, West Virginia, on
Page 2 and the same is admitted to record.

Teste: Donna M. Coan Clerk

Kanawha County Commission

OCT 11 2012

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re: Chapter 11
PATRIOT COAL CORPORATION, et al., Case No.: 12-51502-659 (KSS)
Debtors. Jointly Administered

CERTIFICATE OF SERVICE

On February 25, 2013, I served a true and correct copy of the Notice of Perfection Under Section 546(b) of the Bankruptcy Code by causing the same to be electronically served in accordance with the method established under this Court's CM/ECF Administrative Procedures, and was also served in accordance with the Order Establishing Certain Notice, Case Management And Administrative Procedures [Docket No. 1386] by causing true and correct copies to be enclosed securely in separate postage pre-paid envelopes and delivered by United States mail to those parties and/or counsel listed below:

- (a) Counsel to the Debtors:

Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY
10017, Attn: Marshall S. Huebner and Brian M. Resnick, and
- (b) Conflicts counsel to the Debtors:

Curtis, Mallet-Prevost, Colt & Mosle LLP, 101 Park Avenue, New York,
NY 10178, Attn: Steven J. Reisman and Michael A. Cohen
- (c) The Office of the United States Trustee for the Eastern District of Missouri,
USBC Eastern District of Missouri, Thomas F. Eagleton US Courthouse,
111 S. 10th Street, Suite 6-353, St. Louis, MO 63102
Attn: Leonora S. Long, Esq.
- (d) Counsel for the Official Committee of Unsecured Creditors:

Kramer Levin Naftalis & Frankel LLC, 1177 Avenue of the Americas,
New York, NY 10036, Attn: Adam C. Rogoff, Esq.

Kramer Levin Naftalis & Frankel LLC, 1177 Avenue of the Americas,
New York, NY 10036, Attn: Thomas Moers Mayer, Esq.

Kramer Levin Naftalis & Frankel LLC, 1177 Avenue of the Americas,
New York, NY 10036, Attn: Bradley O'Neil, Esq.

Kramer Levin Naftalis & Frankel LLC, 1177 Avenue of the Americas,
New York, NY 10036, Attn: Robert T. Schmidt, Esq.

- (e) The Debtors' authorized claims and noticing agent:

GCG, Inc.
Claims and Noticing Agent for Patriot Coal Corporation
190 S LaSalle St, Suite 1520
Chicago, IL 60603
Attn: Elizabeth Vrato

- (f) Counsel for the administrative agents for the Debtors' proposed
postpetition lenders:

Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153,
Attn: Marcia Goldstein

Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, NY 10153,
Attn: Joseph Smolinsky

Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY
10019
Attn: Margot B. Schonholtz

Willkie Farr & Gallagher LLP, 787 Seventh Avenue, New York, NY
10019
Attn: Ana Alfonso

/s/ James W. Lane, Jr.
James W. Lane, Jr.
Law Offices of James W. Lane, Jr.
Woolworth Building
205 Capitol Street, Suite 400
P. O. Box 11806
Charleston, WV 25339
Telephone number: (304) 342-0081
Telecopier number: (304) 342-3364
E: jim.lane@jimlaneattorneyatlaw.com
Counsel for Alpha Engineering Services,
Inc.