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

In re:)
PATRIOT COAL CORPORATION, et al.,)) Chapter 11
Debtors.) Case No. 12-51502-659) Jointly Administered
	 Hearing Date: May 20, 2014 Hearing Time: 10:00 a.m. Central Location: Courtroom 7-N, St. Louis

RESPONSE TO REORGANIZED DEBTORS' OBJECTION TO CLAIMS OF ALPHA ENGINEERING SERVICES, INC. DATED MARCH 21, 2014

Alpha Engineering Services, Inc. ("Alpha") offers this response to the reorganized Debtors' Objection to Claims filed by Alpha Engineering Services, Inc. dated March 21, 2014 (Doc. 5425) (the "Objection"):

INTRODUCTION

1. This Response addresses the Debtors' objections to the claims listed on Exhibit 1 hereto. Those objections appear to break down into two types: (a) objections to claims on the basis that the claims were filed in the wrong priority or classification or for the wrong amount, summarized on Exhibit A to Exhibit 1 and (b) duplicative claims, summarized on Exhibit B to Exhibit 1.

2. In summary, the claims that are the subject of the Objection and this response arise from work performed by Alpha pursuant to a Master Performance Agreement effective as of October 5, 2007 by and between Alpha and Patriot Coal Corporation on behalf of itself and its subsidiaries, affiliates, and related companies (the "Master Performance Agreement"). Alpha performed work under the Master Performance Agreement for Kanawha Eagle Coal, LLC, Eastern Associated Coal, LLC, and Panther, LLC prior to the petition date in these jointly

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administered Chapter 11 cases and was owed amounts for that work as of that time. Alpha filed mechanic's liens with regard to claimed amounts due and owing; the coordinate claims thus should be allowed as secured claims. In the event that Alpha receives allowed secured claims for the amounts due it, those claims are to be paid in full under the terms and provisions of the Debtors' confirmed Chapter 11 Plan.

3. However, if Alpha does not receive allowed secured claims as filed, then the Master Performance Agreement entitles Alpha to recover – and thus to receive allowed general unsecured claims against -- not only Kanawha Eagle Coal, LLC, Eastern Associated Coal, LLC, and Panther, LLC, but also Patriot Coal Corporation. In that event, the allegedly duplicative claims on Exhibit B to Exhibit 1 should be allowed.

GROUNDS TO DENY THE OBJECTION

4. In response to the initial allegations contained in the Objection, Alpha admits that this Court has jurisdiction over the Objection, that venue of this proceeding is proper and that this is a core proceeding as alleged in Paragraphs 3 and 4 of the Objection.

5. With respect to the merits of the Objection, Alpha's records show that it performed work for Kanawha Eagle Coal, LLC and Panther, LLC, between July 5 and July 9, 2012, such that the Notices of Mechanic's Lien recorded in Kanawha County and Boone County, West Virginia on or before October 12, 2012, were recorded within 100 days of completion as required by W.Va. Code §§ 38-2-1, 6a and 7.¹

6. Specifically, with respect to (i) E.D. Mo. Claim No. 460-2, GCG Claim No. 4064, asserted in the secured amount of \$214,010.28 against Debtor Kanawha Eagle Coal, LLC (the "Kanawha Eagle Claim"), and (ii) E.D. Mo. Claim No. 459-1, GCG Claim No. 524, asserted in

¹ Indeed, the work done for Kanawha Eagle Coal, LLC was ongoing.

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the secured amount of \$34,715.12 against Debtor Panther LLC (the "Panther Claim"), engineering services were performed by Alpha during the time period between July 5, 2012 and 5:15 p.m. on July 9, 2012, such that all of the recorded Notices of Mechanics Lien filed in Kanawha County on October 10, 11 and October 12, were timely filed. W.Va. Code §§ 38-2-1, 6a and 7.

7. Attached hereto as Exhibit A is an Accounts Receivable Aging Detail summarizing the outstanding prepetition invoices owed by Kanawha Eagle and Panther (a/k/a Speed Mining).

8. Collectively attached hereto as Exhibit B are documents which demonstrate that Alpha's claim against Kanawha Eagle is properly secured, including: (i) Notices of Mechanic's Lien filed in Kanawha County, WV on October 10, 2012, and in Boone County, WV, on October 12, 2012: (ii) Amended Notices of Mechanic's Lien filed in Kanawha County, WV, on February 7, 2013, and in Boone County, WV on February 8, 2013; (iii) a copy of the Master Performance Agreement between Patriot Coal Corporation and Alpha Engineering Services, Inc., effective as of October 5, 2007; (iv) copies of the Invoices which are summarized on Exhibit A; (v) copies of Alpha's Activity/Time Reporting Sheets, reflecting the hours worked between the dates of July 5, 2012, and July 9, 2012, before 5:15 p.m.; and (vi) copies of emails from Alpha to Kanawha Eagle, and from Kanawha Eagle to Alpha, relating to the services performed by Alpha between July 5, 2012 and July 9, 2012, before 5:15 p.m.

9. Collectively attached hereto as Exhibit C are documents which demonstrate that Alpha's claim against Panther is properly secured, including: (i) Notices of Mechanic's Lien filed in Kanawha County, WV on October 11, 2012, and in Boone County on October 12, 2012; (ii) copies of the Invoices which are summarized on Exhibit A; (iii) copies of Alpha's

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Activity/Time Reporting Sheets, reflecting the hours worked between the dates of July 5, 2012, and July 9, 2012, before 5:15 p.m.; and (iv) copies of an email from Alpha to Panther relating to the services performed by Alpha between July 5, 2012 and July 9, 2012, before 5:15 p.m.

10. In contrast to the records produced by Alpha, the Objection contains an affidavit of John F. Ewell, Jr., reciting that he has reviewed records kept in the ordinary course of business, but does not attach copies of such records. Thus, Alpha has no idea what Patriot is referring to, in suggesting that no work was performed by Alpha between July 5, 2012 and July 9, 2012 at 5:15 p.m.

11. With respect to E.D. Mo. Claim No. 458-1, GCG Claim No. 523, asserted in the secured amount of \$13,846.67 against Debtor Eastern Associated Coal, LLC, the Notice of Lien supporting this claim was not filed until October 15, 2012. As Alpha was required to record its Notice of Lien within 100 days of the last work performed pre-petition, and the last work performed with respect to the Eastern/Federal No. 2 mine was on July 6, 2012, it appears that the Notice of Lien was not timely. However, this claim still should be allowed as a general unsecured claim against Eastern Associated Coal, LLC and Patriot Coal Corporation. Alpha does acknowledge the receipt of \$675.00 as described in paragraph 14 of the Objection with regard to the amounts due on this Claim, which would reduce the amount of those allowed claims to \$13,171.67.

12. West Virginia counsel listed below has the authority, upon client approval, to reconcile, settle, or otherwise resolve the claims that are the subject of the Objection and this Response.

WHEREFORE, Alpha Engineering Services, Inc. requests this Court (a) overrule the Objection to the secured classification of E.D. MO. Claim No. 460-2, GCG Claim No. 4064, in

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the amount of \$214,010.28 against Debtor Kanawha Eagle Coal, LLC and allow that claim as secured as filed, (b) overrule the Objection to the secured classification of E.D. Mo. Claim No. 459-1, GCG Claim No. 524, in the amount of \$24,715.12 against Debtor Panther LLC and allow that claim as secured as filed, (c) allow E.D. Mo. Claim No. 458-1, GCG Claim No. 523, in the amount of \$13,171.67 against Eastern Associated Coal and E.D. Mo. Claim No. 949-1, GCG Claim No. 1496 against Patriot Coal Corporation, in the amount of \$13,171.67 as general unsecured in both cases, and (d) grant such other and further relief as justice and equity require.

Respectfully Submitted,

Date: May 2, 2014

By:_/s/ Bonnie L. Clair_____

Bonnie L. Clair (#41696MO) Summers Compton Wells LLC 8909 Ladue Road St. Louis, MO 63124 (314) 991-4999/(314) 991-2413 Fax Email: blcattymo@summerscomptonwells.com

and

Steven L. Thomas (WVBar #3738; admitted phv) Kay Casto & Chaney PLLC PO Box 2031 Charleston, West Virginia 25327-2031 (304) 345-8900; Fax: (304)345-8909 sthomas@kaycasto.com

Counsel for Alpha Engineering Services, Inc.

1454946.2

Exhibit A - Books & Records/Wrong Priority/Wrong Amount Claims

Omnibus Objection to Claims

Patriot Coal Corporation 12-51502 (KSS)

Note: Claims on the exhibit are sorted in alphabetical order based on the creditor name as listed on proof of claim form.

SEQ	CLAIM(S) TO BE M	ODIFIED		MODIFIED AMOUNT AND
NO.	NAME	GCG CLAIM NO.	ED MO CLAIM NO.	CLAIMED AMOUNT AND CLASSIFICATION	CLASSIFICATION
	ALPHA ENGINEERING SERVICES INC 216 BUSINESS ST BECKLEY, WV 25801	523	458-1	Secured: \$13,846.67	Unsecured: \$13,171.67
1	Date Filed: 11/13/12 ED MO Date Filed: 02/25/13 Debtor: EASTERN ASSOCIATED COAL, LLC				
2	ALPHA ENGINEERING SERVICES INC 216 BUSINESS ST BECKLEY, WV 25801 Date Filed: 11/13/12 ED MO Date Filed: 02/25/13	524	459-1	Secured: \$34,715.12	Unsecured: \$19,038.78
3	Debtor: PANTHER LLC ALPHA ENGINEERING SERVICES INC 216 BUSINESS STREET BECKLEY, WV 25801 Date Filed: 05/31/13 ED MO Date Filed: 02/27/13 Debtor: KANAWHA EAGLE COAL, LLC	4064	460-2	Secured: \$214,010.28	Unsecured: \$214,010.28

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Exhibit B - Books & Records Claims

Omnibus Objection to Claims

Patriot Coal Corporation

12-51502 (KSS)

Note: Claims on the exhibit are sorted in alphabetical order based on the creditor name as listed on proof of claim form.

SEQ	CLA	IM(S) TO BE D	ISALLOWED	
NO.	NAME	GCG CLAIM		CLAIM AMOUNT
		NO. 525	460-1	Secured: \$214,010.28
	ALPHA ENGINEERING SERVICES INC	525	400-1	Securea: 4214,010.20
	216 BUSINESS ST			
1	BECKLEY, WV 25801			
1	Date Filed: 11/13/12			
	ED MO Date Filed: 02/25/13	1 1		
	Debtor: KANAWHA EAGLE COAL, LLC			
	ALPHA ENGINEERING SERVICES INC	1494	947-1	Secured: \$34,715.12
	216 BUSINESS ST			
	BECKLEY, WV 25801			
2				
-	Date Filed: 12/11/12			
	ED MO Date Filed: 02/25/13			
	Debtor: PATRIOT COAL CORPORATION			
	ALPHA ENGINEERING SERVICES INC	1495	948-1	Secured: \$214,010.28
	216 BUSINESS ST			
	BECKLEY, WV 25801			
3				
	Date Filed: 12/11/12			
	ED MO Date Filed: 02/25/13			
_	Debtor: PATRIOT COAL CORPORATION			
	ALPHA ENGINEERING SERVICES INC	1496	949-1	Secured: \$13,846.67
	216 BUSINESS ST			
	BECKLEY, WV 25801			
4				
	Date Filed: 12/11/12			
	ED MO Date Filed: 02/25/13			
	Debtor: PATRIOT COAL CORPORATION	4045	040.0	Unsecured: \$215,321.53
	ALPHA ENGINEERING SERVICES INC	4215	948-3	Unsecurea: \$215,521.55
	216 BUSINESS ST			
F	BECKLEY, WV 25801			
5	Deta Filadi 10/20/12			
	Date Filed: 10/29/13 ED MO Date Filed: 11/08/13			
	Debtor: PATRIOT COAL CORPORATION			
	ALPHA ENGINEERING SERVICES INC	4219	948-4	Unsecured: \$0.00
	216 BUSINESS ST	4215	546 4	
	BECKLEY, WV 25801			
6				
U	Date Filed: 11/07/13			
	ED MO Date Filed: 11/13/13			
	Debtor: PATRIOT COAL CORPORATION			
	ALPHA ENGINEERING SERVICES INC	4065	948-2	Secured: \$214,010.28
	216 BUSINESS STREET		_	
	BECKLEY, WV 25801			
7				
	Date Filed: 05/31/13			
	ED MO Date Filed: 02/27/13			
	Debtor: PATRIOT COAL CORPORATION			

* Denotes an unliquidated component.

11:16 AM 10/21/13

Alpha Engineering Services A/R Aging Detail As of October 21, 2013

			Total for Federal 2			and the second	An one distant from the monotonic of a local data was the state of the		the second s							and the second sec	and the second se				and the second sec	the second se		a second s			1,311.25 Recently added due to AES Audit	214,010.28 total for KE w/o 20120160	215,321.53 total for KE w/ 20120160						al for Panther	otal Claim for AES w/o Invoice	0. 20120160	Total Claim for AES w/ Invoice No. 20120160
Open Balance	8,671.47	4,500.20	13,171.67 To	8,609.54	29,303.97	18,265.24	43,841.42	2.741.55	2,351.83	7,012.80	2.483.72	9,587.37	347.50	13,181.15	2,958.68	2,782.95	35,241.27	1,689.21	210.00	2,959.61	15,217.70	5,115.97	5,975.49	3,319.29	551.46	261.56	1,311.25 Rec	214,010.28 tot	215,321.53 tot	7,142.66	7,107,18	1,426.50	9,791.37	9,247.41	34,715.12 Total for Panther	To	261,897.07 No. 20120160	263.208.32 20120160
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Class																																						
Due Date	06/27/2012	07/26/2012		03/28/2012	03/28/2012	03/28/2012	03/28/2012	03/28/2012	03/28/2012	03/28/2012	03/28/2012	03/28/2012	06/27/2012	06/27/2012	06/27/2012	06/27/2012	06/27/2012	06/27/2012	06/27/2012	06/27/2012	07/26/2012	07/26/2012	07/26/2012	07/26/2012	08/07/2012	08/07/2012	08/07/2012			06/26/2011	06/26/2011	07/27/2011	05/28/2012	07/26/2012				
Terms	Net 30 days	Net 30 days		Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days	Net 30 days			Net 30 days								
Name	Eastern Associated Coal Corp.	Eastern Associated Coal Corp.		Kanawha Eagle	Kanawha Eagle	Kanawha Eagle	Kanawha Eagle	Kanawha Eagle	Kanawha Eagle	Kanawha Eagle	Kanawha Eagle	Kanawha Eagle	Kanawha Eagle	Kanawha Eagle	Kanawha Eagle	Kanawha Eagle	Kanawha Eagle	Kanawha Eagle	Kanawha Eagle	Kanawha Eagle	Kanawha Eagle	Kanawha Eagle	Kanawha Eagle	Kanawha Eagle	Kanawha Eagte	Kanawha Eagle	Kanawha Eagle	and the second se		Speed Mining								
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Uate	05/28/2012 20120111	06/26/2012 20120130		02/27/2012 20120032	02/27/2012 20120033	02/27/2012 20120034	02/27/2012 20120035	02/27/2012 20120036	02/27/2012 20120037	02/27/2012 20120038	02/27/2012 20120039	02/27/2012 20120040	05/28/2012 20120115	05/28/2012 20120116	05/28/2012 20120117	05/28/2012 20120118	05/28/2012 20120119	05/28/2012 20120120	05/28/2012 20120121	05/28/2012 20120122	06/26/2012 20120140	06/26/2012 20120141	06/26/2012 20120142	06/26/2012 20120143	07/08/2012 20120161	07/08/2012 20120162	07/08/2012 20120160			U5/2//2011 20110083	05/27/2011 20110084	06/27/2011 20110110	04/28/2012 20120088	06/26/2012 20120129				
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EXHIBIT

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TOTAL

Exhibit A

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NOTICE OF MECHANIC'S LIEN

TO:

KANAWHA EAGLE COAL LLC Care of: CT CORPORATION SYSTEM 5400 D BIG TYLER ROAD CHARLESTON, WV, 25313 MECHLN 61 305 Recorded In Above Book and Page 10/10/2012 04:13:54 PM Vera J. McCormick County Clerk Kanawha County, W Deed Tax Recording Fee 14.0 T014L 14.0

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 \$ 214,010.28 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 Kanawha Eagle Coal 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 Eagle Mine, which mine site covers a large tract of property beneath and upon property located at Fields Creek and Kanawha County Route 77/1, south of Winifrede and Chelyan, WV, and to the west of Slaughters Creek and County Route 7/2. The mine is depicted on the plat attached hereto at Exhibit A as "Eagle Mine". 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.



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Exhibit

MECHLN 61 366

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 \$ 214,010.28, which invoices have not been paid.

Lien claimant is aware that Patriot Coal Corporation and Kanawha Eagle Coal 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.

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MECHLN 61 307

Given under my hand this _____

day of October, 2012.

Alpha Engineering Services, Inc.

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 $\underline{944}$ day of October, 2012.

My commissioner expires: 8-28-20

seal:

Mul A Jaf Notary

OFFICIAL SEAL NOTARY PUBLIC STATE OF WEST VIRONA Meth R. Uway 397 Listewaw Dr. Becklay, WY 25301 My Commission Expires August 28, 2020

Instrument prepared by:

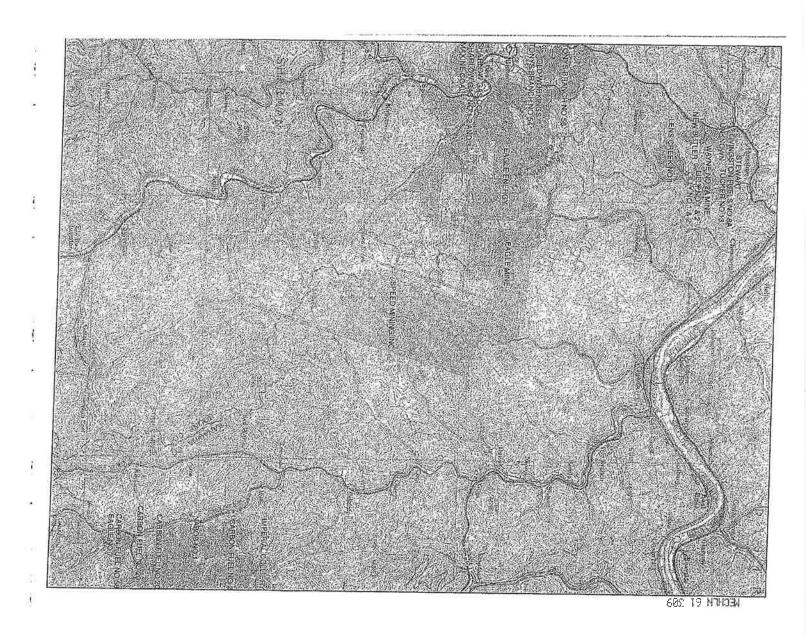
James W. Lane, Jr. (#6483)
 P.O. Box 11806
 Charleston, WV 25339
 (304) 342-0081

Exhibit

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EXHIBIT A

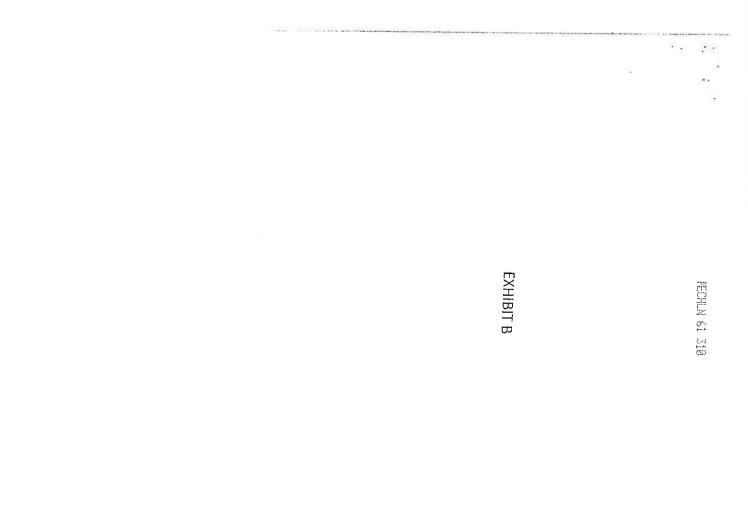


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Its	PA con By:	5	1	<u>01</u>	m	mr	81-	1 02500	(0.27)			1.12.20			22.0
Director Pur	PATRIOT COAL CORPORATION, on behalf of itself and its subsidiaries, affiliates and related companies By:	WITNESS the following signatures executed in duplicate		hbh D - Cartificale of Assurance attaches	Exhibit C - Contractor's License: Carlthosile of Approxim	Exhibit B - MSHA LD, No.; Certificate of Compliance	REQUIRED DOCUMENTS	 <u>Kequired Documents</u>. As of the date first written above hall provide PATRIOT with copies of the documents id lentified on the MPA Supplier Checklist for whom Contra squired documents are hereby incorporated in this MPA ontract. 	ursuant to the Contract Contractor desires to use a subcon ursuant to the Contract. Contractor must first obtain the faterials Management Department by executing and re- ubcontract that is attached hereto as Exhibit E.	Periormed by Contractor when, and It, requested by Owner during the Contractor will be assigned any work. Each assignment of work to Contract and conditions that will supplement the general terms and conditions that will supplement the general terms and conditions set if and completion dates; (b) price and payment terms; and (c) scope of work.	inits MPA shall have an initial term of one (1) year, effective as of the date first writte automatically renew on a year-to-year basis thereafter; provided, however, either party shall have it his MPA upon thirty (30) days' prior written notice to the other party. Provided further, that the term shall not terminate any existing Contract under which work is currently being performed by Contractor, a <u>Assignment of Work</u> . This MPA sets forth the concert theorem.	work and/or services for Owner in accordance with the a starting and completion dates; pricing and payment term that are set forth on the front side of the P.O. (hereinalth or the set of the issued P.O. shall be referred to as the "C. D. is issued by Owner, in case any of the terms and co be backside of the P.O. or any conditions contained in contract shall prevail.	(Inis Master Performance Agreement ("MPA") effective CORPORATION ("PATRIOT") on behalf of Itself and PATRIOT and its subsidiaries, affiliates and related co address at 12312 Olive Bivd., St. Louis, Missouri 63141, a PO Box 2121, Beckley WV 25602 (hereinafter referred to 1. Binding Contract Linco is in the second	MASTER PERFOR	PATRIOT COAL CORPORATION
Its: 12 Maridan	ALPHA ENGINEERING SERVICES, INC.	uplicate.	The following Operating Companies: Ohio Coal Company: Patriot Coal Company and Peabody Coal Company:	The following Operating Companies with operations located in West Mighte: Colony Bay Coal Company: Eastern Coal Co.; Martina Coal Company, Mountain View Coal Company; Prine Ridge Coal Company; and Rivera Edge Mithing: Accalandha Afine Science Ridge Coal Company; and	All Operating Companies fisted on the MPA Supplier Checklist With Health and Safety Laws and Regulations	All Operating Companies listed on the MPA Supplier CheckIst		5. <u>Keauled Documents</u> . 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 documents are hereby incorporated in this MPA and made a part hereof and shall also become a part of the Contract.	Subcontract" that is attached hereto as Exhibit E.	Perivariad by Contractor when, and it, requested by Owner during the term hereof, but in no way guarantees that be Contractor will be assigned any work. Each assignment of work to Contractor will be made by the issuance of and conditions that will supplement the general terms and conditions set for a the following terms and conditions set for a the following terms and conditions set for a minimum, the following terms and conditions set for a minimum, the following terms and completion dates; (b) price and payment terms; and (c) scope of work.		work and/or services for Owner in accordance with the attached "General Terms and Conditions" and the bound to perform starting and completion dates; pricing and payment terms; and any additional terms and Conditions" and the scope of work; that are set forth on the front side of the P.O. (hereinafter such terms and conditions terms agreed to by Owner and Contractor 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 the backside of the P.O. or any conditions contained in any document turnished by Contractor, the provisions of the Contract shall prevail.	Inis 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 PO Box 2121, Beckley WV 25802 (hereinafter referred to as "Contractor"). 1. Binding Contract theorem.	MASTER PERFORMANCE AGREEMENT	

Page 1

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PATRIOT COAL CORPORATION

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CONTRACTOR TO PRO ownpiete the work GENERAL TERMS AND CONDITIONS

Exhibit

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B-Part 1

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Province unique value of the Contract warrant that of goods delivered and services performed uncer the Contract shall comply with all Federal, shall can delivered and rectameting and powerine control laws, and with tabling codes. The Contract shall comply with all Federal, shall can delivere outcome they, and the Contract shall comply with all Federal shall control to state of the Contract shall comply with all Federal shall comply with all Federal shall control to state of the Contract shall comply with all Federal shall control to state of the Contract shall comply with all Federal shall control to state of the Contract shall control to the work of the Contract shall control to the work of the control to be powered with all the control to be powered with all control to be powered to the control t

Case 12-51502

Page 2

This instrument was presented to the Clerk of the County Commission of Kahawha County, West Virginia, on

and the safné is admitted to record.

Teste: There & Me Cornine Clerk Kanawha County Commission

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H. CLEARING LIP CONSTRUMENT and the BOO Control operations for the non-scattarial and control operations of the New Action Control operation operat

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NOTICE OF MECHANIC'S LIEN

TO:

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

Doo ID: 001686400008 Type: LIE Recorded: 10/12/2012 at 12:37:29 PM Fee Amt: \$14.00 Page 1 of 8 Boone County Clerk Gary W. Williams County Clerk BK 6 Pg736-743

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 \$ 214,010.28 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 Kanawha Eagle Coal 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 Eagle Mine, which mine site covers a large tract of property beneath and upon property located at Fields Creek and Kanawha County Route 77/1, south of Winifrede and Chelyan, WV, and to the west of Slaughters Creek and County Route 7/2. The mine is depicted on the plat attached hereto at Exhibit_A as "Eagle Mine". 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 \$ 214,010.28, which

invoices have not been paid.

Lien claimant is aware that Patriot Coal Corporation and Kanawha Eagle Coal 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.

Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 1 Pg 11 of 29

Given under my hand this $\underline{94}$ day of October, 2012.

Alpha Engineering Services, Inc.

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.

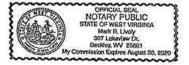
Taken, subscribed and sworn to before me this $\underline{-q_{+}}_{-}$ day of October, 2012.

8-28-20

My commissioner expires: ____

seal:

Mal A frig Notary



Instrument prepared by:

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

Case 12-51502 Doc 5482-3 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 1 Pg 12 of 29

EXHIBIT A

Case 12-51502 Doc 5482-3 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 1 Pg 13 of 29





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EXHIBIT B

											4. 9.19			
Page 1	Its: Director Purchasing Its:	PATRIOT COAL CORPORATION, on behalf of itself and lts subsidiartes, affiliates and related companies By:	WITNESS the following signatures executed in duplicate	Annual of Non-Segregated Facilities		Exhibit C - Contractor's License; Cartificate of Annoven an	53	o. required <u>Documents</u> . 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 contractor the documents are hereby incorporated in this MPA and made a part hereof and shall also become a part of the contract.	- suscentracting. 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.	performed by Contractor when, and II, requested by Owner during the term hereof, but in no way guarantees that be Contractor will be assigned any work. Each assignment of work to Contractor hereunder shall be made by furnantees that 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.	2. <u>Lerm</u> : This MPA shall have an initial term of one (1) year, effective as of the date first written above, and shall this MPA upon thirty (30) days prior written notice to the other party. Provided further, that the terminate any existing Contract under which work is currently being performed by Confractor. 3. Assignment of Work: This MPA contract under which work is currently being performed by Confractor.	work and/or services for Owner in accordance with the attached "General Terms and Conditions" and the bound to perform starting and completion dates; pricing and payment terms; and any additional terms and Conditions" and the scope of work; 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 the backside of the P.O. or any conditions contained in any document furnished by Contractor, the provisions of the Contract shall prevail.	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 (retreinafter PATRIOT and its subsidiaries, affiliates and related companies shall be individually referred to as "Owner"), with its address at 12312 Olive BNd", St. Louis, Missouri 63141, and ALPHA ENGINEERING SERVICES, INC. with its address at PO Box 2121, Beckley WV 25802 (hereinafter referred to as "Contractor").	MASTER PERFORM
	: Dresiden	ALPHA ENGINEERING SERVICES, INC.	cate.	The folioving Counting Companies: Ohlo Coal Company; Patriot Coal Company and Peabody Coal Company.	The following Operating Companies with operations located in West Virginia: Coonry Bay Coal Company: Eestern Coal Co.; Martinke Coal Company, Mountain View Cool Company: Prine Ridge Coal Company; and Sivers Edge Mainloy, Appalabate Kine Service Ridge Coal Company; and	All Opending Comparises leade on the MPA Suppliar Chacking and Safety Laws and Regulation on the MPA Suppliar Chacking Was Health	OPERATING COMPANIES	nd upon the subsequent request of PATRIOT, Contractor fed in the exhibits below for those Operating Companies might be selected to perform work and/or services for. The finade a part hereof and shall also become a part of the	for in the performance of work and/or services for Owner r written approval of Owner's representative in PATRIOT's ing for PATRIOT's approval a copy of the "Permission to	s and conditions under which work and/or sarvices shall be if during the term hereof, but in no way guarantees that it to Contractor hereunder shall be made by the issuance of umber and shall provide, at a minimum, the following terms utilions set forth on the attachment to this MPA: (a) starting ope of work.	ear, effective as of the date first written above, and shall ded, however, either party shall have the right to terminate ler party. Provided further: that the termination of this MPA surrently being performed by Contractor.	rr ("P.O.") by Owner, Contractor shall be bound to perform led "General Terms and Conditions" and the scope of work; uf any additional terms agreed to by Owner and Contractor uch terms and conditions contained in this MPA and on the act"). The effective date of the Contract shall be the date the ons of the Contract conflict with the terms and conditions on y document furnished by Contractor, the provisions of the	f the Cocober 05, 2007 by and between PATRIOT COAL subsidiaries, affiliates and related companies (hereinafter nites shall be individually referred to as "Owner"), with its ALPHA ENGINEERING SERVICES, INC. with its address at Contractor").	MPA NO 5757

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M. Caravara II. N. Caravara and P. Caravara and P. Sandara and P. Sa

acknowledgment, was this day prese in said office and admitted to record.

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	Service Information
Civil Action	NML0008R
Defendant	Kanawha Eagle Coal, LLC
Agent	C. T. Corporation System
City/State/Zip	Charleston , WV 25313
Country	US - United States of America
County	Kanawha
Service Date	10/10/2012
	Delivery Information
Certified Number	9171923790001000762453
Delivered Date	10/15/2012 11:30:00 AM
Delivered	YES
Status Details	DELIVERED (Complete list of USPS status descriptions)
USPS Notice	USPS requires a signature whenever certified mail is returned to sender. When mail from the Secretary of State is returned, it is processed and signed by the state's central mailing office. If your mail was intended for a private entity (that is, anyone other than a state officer or agency) and the signature below is that of Kathy Thomas, Deanna Karlen, State of West Virginia, or Central Mailing Office, then your mail was NOT DELIVERED and will be returned to the clerk of the appropriate court.

Filed 05/02/14 Entered 05/02/14 11:59:53 B-Part 1 Pg 17 of 29 Case 12-51502 Doc 5482-3 Exhibit

WV SOS - Business & Licensing - Service Of Process Search

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Service Of Process Search Item Detail

Page 1 of 2



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Tuesday, October 30, 2012 - 9:18 AM

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	Service Information
Civil Action	NML000BT DIG OID DIG
Defendant	
Agent	C. T. Corporation System
City/State/Zip	Charleston , WV 25313
Country	US - United States of America
County	Kanawha
	Delivery information
Certified Number	9171923790001000762477
Delivered Date	10/15/2012 11:30:00 AM
Delivered	YES
Status Details	DELIVERED (Complete list of USPS status descriptions)
USPS Notice	USPS requires a signature whenever certified mail is returned to sender. When mail from the Secretary of State is returned, it is processed and signed by the state's central mailing office. If your mail was intended for a private entity (that is, anyone other than a state officer or agency) and the signature below is that of Kathy Thomas, Deanna Karlen, State of West Virginia, or Central Mailing Office, then your mail was NOT DELIVERED and will be returned to the clerk of the appropriate court.

Filed 05/02/14 Entered 05/02/14 11:59:53 B-Part 1 Pg 19 of 29 Exhibit Doc 5482-3 Case 12-51502

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West Virginia Secretary of State — Online Data Services

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Tuesday, October 30, 2012 --- 9:20 AM

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AMENDED NOTICE OF MECHANIC'S LIEN

TO:

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KANAWHA EAGLE COAL 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 MECHLH 61 433 Recorded in Above Book and Page 02/07/2013 04:02:31 PM Vera J. HcCormick County Clerk Kanawha County, HV 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 \$213,197.26 upon your interest in and to that certain underground mining complex in Kanawha County and Boone County, West Virginia. The real property subject to the lien consists of a large tract of property located at Fields Creek and Kanawha County Route 77/1, south of Winifrede and Chelvan, WV, and to the west of Slaughters Creek and County Route 7/2. The real property is depicted on the plat attached hereto at Exhibit A as "Eagle Mine". The real property consists of all Kanawha Eagle Coal LLC and Patriot Coal Corporation leasehold interests, fee simple surface interests and mineral interests within the area depicted on Exhibit A as "Eagle Mine". The lien is asserted against the underground coal mines known as the Eagle mine, the Coalburg #1 seam mine, Coalburg #2 seam mine, the Peerless seam mine, the Eagle 2 seam mine, and all other mines, all of which are located within the area depicted on the attached Exhibit A as "Eagle Mine". The lien is further asserted against all underground structures, facings, fixtures, maps and studies and plans associated with the mines, and improvements of every kind related to the operation of the underground coal mines, together with above-ground structures associated with the mines, including the Emerald processing plant.

The Ilen is pursuant to a contract directly with Patriot Coal Corporation and its affiliates and subsidiaries pursuant to the Master Performance Agreement, attached hereto at <u>Exhibit B</u>. 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 \$213,197.26, which invoices have not been paid.

Alpha contends that the mines and improvements are located within one fully integrated tract of real property as shown on <u>Exhibit A</u>, and accordingly that unpaid Invoices for work performed for any one of the mines is secured by a mechanic's lien against the entire tract and improvements. However, in the event that each mine location is considered as a distinct property and the subject of an independent lien for the work to that property, Alpha states that its total claim of \$213,197.26 would be

	MECHLN 61 434
apportioned as follows:	
\$25,349.71	For engineering services common to and in the service
	of all of the mines on the property
\$7,222.80	Engineering services for the Emerald coal processing
	plant, which services all of the mines on the property
\$8,957.04	Engineering services for the Coalburg No. 1 seam
	mine
\$48,460.61	Engineering services for the Eagle seam mine
\$26,165.16	Engineering services for the Coalburg No. 2 seam
	mine
\$94,300.39	Engineering services for the Peerless seam mine
\$2,741.55	Engineering services for the Eagle 2 seam mine

Lien claimant is aware that Patriot Coal Corporation and Kanawha Eagle Coal 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.

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Case 12-51502 Doc 5482-3 Filed 05/02/14 Entered 05/02/14 11:59:53 B-Part 1 Pg 23 of 29 Exhibit

NECHLN 61 435

Given under my hand this $4 \frac{1}{2}$ day of February, 2013.

Alpha Engineering Services, Inc.

State of West Virginia, County of Raleigh;

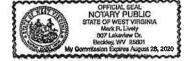
Gary Hartsog, being first duly sworn and under oath says that he is the President of Alpha Engineering Services, Inc. and that the statements in the foregoing Notice are true as he verily believes.

Taken, subscribed and sworn to before me this _____ day of February, 2013.

My commissioner expires: ____August 28, 2020

seal:

Med K Shift Notary



Instrument prepared by:

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

Case 12-51502 Doc 5482-3 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 1 Pg 24 of 29

MECHLN 61 437



2-3 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 1 Pg 25 of 29

PATRIOT COAL CORPORATION

MECHLN 61 439

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. <u>Binding Contract.</u> 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. <u>Term;</u> This MPA shall have an initial term of one (1) yeer, 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. <u>Assignment of Work:</u> 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 set forth on the attachment to this MPA: (a) starting and completion dates; (b) price and payment ferms; and (c) scope of work.

4. <u>Subcontracting</u>. 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. <u>Required Documents</u>. 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 Suppiler 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 Approvel	The following Operating Companies with operations located in Weat Virghnia: 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 Peebody Coal Company.

WITNESS the following signatures executed in duplicate.

 PATRIOT COAL CORPORATION, on behalf of Itself and its subsidiaries, affiliates and related companies By:
 ALPHA ENGINEERING SERVICES, INC. ("CONTRACTOR")

 By:
 August and related ("CONTRACTOR")

 By:
 August and related ("CONTRACTOR")

 Its:
 Director Purchasing

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PATRIOT COAL CORPORATION 的形式

MECHER 61 440

GENERAL TERMS AND CONDITIONS

CENERAL TERMS 1, CONTRACTOR TO PROVIDE, Except as otharwise exprasely stated herein, Contractor shall provide and pay for af melanital, labor, tools, where, power and othar items necessary to complete the work. Unless otherwise specified, sill instantise shall be new and workum qualified in their respective trades. 2, ROYALTES AND PATTINS', Contractor shall app all travailles and license face, and shall defend all suits or cleans for infragment of any patient, frademark or copyright rights arking out of purchase of any tem hereunder and shall save Owner harmises from loss on ecceunt libered. 3, SURVEY, PERMITS, NON ERGULATIONS, For work on its pramises, Owner shall furnise all surveys. Parmits and licenses necessary for such work shall be secured and paid for by Contractor. Easemonts is to permanent structures or permanent changes in acking facilities shall be accured and poid for by Owner. Contractor shall comply with all lawe and regulations bearing on the conduct of the therewith. 4. PROTICCTION OF WORK, PROPERTY, AND PERSONS;NO CLOTH RAGS. If

Contractor shall comply with all laws and regulations bearing on the conduct of the work and wall notify Owner If any drawings and specifications are at variance therewith. 4. PROTECTION OF WORK, PROPERTY, AND PERSONSING CLOTH RACS. If work is to be done on Owner's premises, Contractor shall adquately protect the work and assent property and the public and shall be insponsible for any damage or linking date to its asi or neglect. Contractor shall and use any cloth rage on Owner's premises, Contractor shall not use any cloth rage on Owner's premises. Contractor shall not use any cloth rage on Owner's premises, Contractor shall not use any cloth rage on Owner's mine premises in connections with the work to be provided under this Contract. S. INSPECTION, Owner shall have the right at all links to inspect the work or preparation of goods and inticks to be diversed. 5. CHANGES IN WORK OR PRICE, Owner may order changes in the work or dates of completion; the contract price shall be adjusted abcordingly. All such ardres and equilativities attal be in writing Claims by Contractor Completion; the contract price shall be adjusted abcordingly. All such ardres and equilativities and be also if or owner componetion. 7. WARRANTY OF GOODS AND WORK: CORRECTION OF WORK. Compared on workers and subcontractors and the stalls and work correct hereit to be of quantity, quality, slob, description and dimension peoples introdued, and that all workers and subcontractors shall be skilled in their tracker. Such warranty shall not be deemed what with a black meditor to path of contract of the deelest, owner will be contract for the work. Contractor is allower contend to the previous and a the contract of the contract of all purchase orders and subcontractors under the provisions of the contract or shall be work and a subcontractor and the states and work. The provisions of the scale to barder the deelest. Contractor for its rescanded and purchase orders and subcontractors under with the contract of rate contract. Owner, after eaver da

Beckes shall be pro to Contractor, where not owner, and Owner may withhold at payments due. Rentacles harsounder are in addition to other legal and equilable remedies.
LIENS. Payment shall not be due until Contractor has delivered to Owner a compton to these schedules and the contractor schedules.
LIENS. Payment shall not be due until Contractor has delivered to Owner a compton to these schedules of the contract, or receives in UII covering at labor and maturials for which a tien could be filed, or a bond satisfactory to Owner indemntyling against any tien.
SEPARATE CONTRACTS, Owner may do other work or 1st other contracts involving the work and Contractor schall coopstate with Owner and other contractors. Contractor schell contractor with out owner indemntyling against any tien.
SEPARATE CONTRACTS, Owner may do other work or 1st other contracts from the work of any other contractor. Contractor schell coopstate with Owner and other contractor, without consent of Owner.
SECONARY BRAKES, OROSS VEHICLE WEIGHT RATING. Any vehicle driven by an employee, agent to subcontractor of Contractor onto the Promises chall be equipped with a secondary brake relatering system that will provide in the owner the vehicle within an additional method of allowing the vehicle in the uvent be vehicles of theker, manual transmissions (low geest, subconting to relate the work of a high engine RPM), converter retardase and ground engegement implements. All whildre owned or operated by Contractor or Contractor's preserve base of the whildre from the twelf is the state of the schedule is not properly equipped with a secondary brake network. Owner shall have the right to prohibit any wolkied from entering the Promises that not exceed the manufacture's gross vehicle weight of the test of the ther took the remains and ground engegement in by an indiverse provided by Contractor or Contractor's gross vehicle weight rating.
CONFLANCE WITH LAWS. Contractor warants that ad outhide is a

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samengion as follows: A Contractor shell check all materials and labor entering into the work, and shall keep such full and detailed accounts as necessary to proper timencial management and

- solidifactory to Ownor. 8, Owner shell have eccess to all of Contractor's books, records, correspondence, and other papers rolating to the Contract, as necessary to verify billings and to auxill all payments. Contractor sheat preserve all such records for three years after final
- payments. Contractor shap preserve all such records for livee years linker timal payment under the Contract. C. If Owner's audit shall establish thal Contractor has been paid any sums which were improper or in excess of any balance dius, 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 considered.

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 date with respect to the Contract. Contractor shall not, without and consent, use or allow the use, whether in writing or in oral form, by its employees, signite or subcontractors, of Owner's name, indomarks, logor, publications, photographs of Owner's facilities or any employee contract. Contractor and Owner's business article. acilvily.

Page 2

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

FEB 07 2013

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Teste: Dava f. Me Council Clerk

Kanawha County Commission

3 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 1 Pg 27 of 29

AMENDED NOTICE OF MECHANIC'S LIEN

TO:

8

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

Doc 1D: 001615360008 Type: LIE Recorded: 02/08/2013 at 01:10:56 PM Fee Amt: \$14.00 Page 1 of 8 Boone County Clerk Gary W. Williams County Clerk BK 6 Pa768-775

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 \$213,197.26 upon your interest in and to that certain underground mining complex in Kanawha County and Boone County, West Virginia. The real property subject to the llen consists of a large tract of property located at Fields Creek and Kanawha County Route 77/1, south of Winifrede and Chelyan, WV, and to the west of Slaughters Creek and County Route 7/2. The real property is depicted on the plat attached hereto at Exhibit A as "Eagle Mine". The real property consists of all Kanawha Eagle Coal LLC and Patriot Coal Corporation leasehold interests, fee simple surface interests and mineral interests within the area depicted on Exhibit A as "Eagle Mine". The lien is asserted against the underground coal mines known as the Eagle mine, the Coalburg #1 seam mine, Coalburg #2 seam mine, the Peerless seam mine, the Eagle 2 seam mine, and all other mines, all of which are located within the area depicted on the attached Exhibit A as "Eagle Mine". The lien is further asserted against all underground structures, facings, fixtures, maps and studies and plans associated with the mines, and improvements of every kind related to the operation of the underground coal mines, together with above-ground structures associated with the mines, including the Emerald processing plant.

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 <u>Exhibit B</u>. 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 \$213,197.26, which invoices have not been paid.

Alpha contends that the mines and improvements are located within one fully integrated tract of real property as shown on <u>Exhibit A</u>, and accordingly that unpaid invoices for work performed for any one of the mines is secured by a mechanic's lien against the entire tract and improvements. However, in the event that each mine location is considered as a distinct property and the subject of an independent lien for the work to that property, Alpha states that its total claim of \$213,197.26 would be

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apportioned	as follows:		*
×	\$25,349.71	For engineering services common to and in the service of all of the mines on the property	
	\$7,222.80	Engineering services for the Emerald coal processing plant, which services all of the mines on the property	
	\$8,957.04	Engineering services for the Coalburg No. 1 seam mine	
	\$48,460.61	Engineering services for the Eagle seam mine	
	\$26,165.16	Engineering services for the Coalburg No. 2 seam mine	
	\$94,300.39	Engineering services for the Peerless seam mine	
	\$2,741.55	Engineering services for the Eagle 2 seam mine	

Lien claimant is aware that Patriot Coal Corporation and Kanawha Eagle Coal 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.

482-3 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 1 Pg 29 of 29

Given under my hand this 4th day of February, 2013.

Alpha Engineering Services, Inc.

*

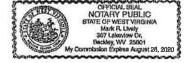
State of West Virginia, County of Raleigh;

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 _____ day of February, 2013.

My commissioner expires: ____August 28, 2020

Notary



seal:

Instrument prepared by:

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

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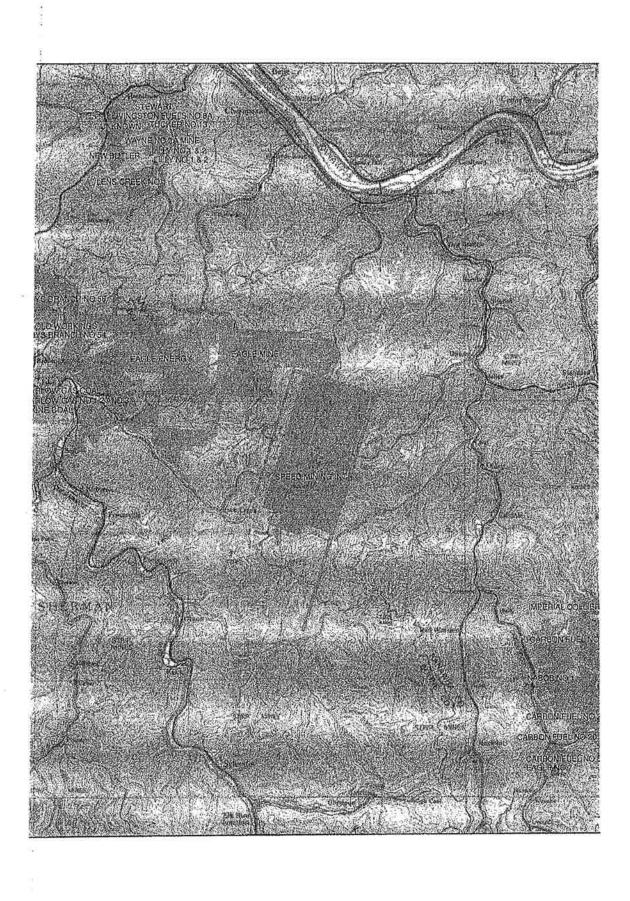
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EXHIBIT A

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EXHIBIT B

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PATRIOT COAL CORPORATION

MPA NO. - <u>5757</u>

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 Bivd., 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. <u>Binding Contract</u>: 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 prevall.

2. <u>Term:</u> 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. <u>Assignment of Work:</u> 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. <u>Subcontracting</u> 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 représentative 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. <u>Required Documents</u>. 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
Edribit C - Contractor's License; Certificate of Approval	The following Operating Companies with operations located in West Virginia: Colony Bay Coel Company; Eastart Coal Co.; Martinka Coal Company, Mountain View Coal Company; Pine Ridge Coal Company; and Rivere Edge Mainig: 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.

ALPH A ENGINEERING SERVICES, INC. PATRIOT COAL CORPORATION, on behalf of Itself and its subsidiaries, affiliates and related ("CONTRACTOR") companies By: a By: Director Purchasing Its: Its:

Page 1

PATRIOT COAL CORPORATION

GENERAL TERMS AND CONDITIONS

GENERAL TERMI. 1. CONTRACTOR TO PROVIDE. Except as otherwise expressly slated herein, Contractor shall provide and pay for all materials, tabor, tools, water, power and other Homa necessary to complete the work, Unless otherwise opecation, all materials similar have seen workser qualified in their respective inrades. 2. ROYALTRE3 AND PATENTS, Contractor shall pay all royalites and beens face, and shall defand at suits or claims for intergent. In department, interdemak or common hermites from less on account thereof. 3. SURVEYS, PERMITS, AND RISGULATIONS, For work on its promises, Owner secured and paid for by Contractor. Resemants for permanent structures or permanent heanges in existing facilities shall be nearly for such work shall burst secured and paid for by Contractor. Resemants for permanent structures or contractor shall contract on and shall be accurated and paid for by Worker. Contractor shall only Owner I any drawings and specifications are at variance therweigh.

Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify Owner I any drawings and specifications are at variance therweith. 4. PROTECTION OF WORK, PROPERTY, AND PERSONS/NO CLOTH RACS, II work is to be done on Owner's pramites. Contractor shall adequately pretect the work, rulateoni property and the public and shall be responsible for any drawings and specifications are at variance injury due to fa act or neglect. Contractor shall not use any colin rage on Owner's pramites. Contractor shall adequately pretect the work, adjacent property and the public and shall be responsible for any damaged. Contractor shall not use any colin rage on Owner's promites in the work to be provided under this Contract. S. INSPECTION, Owner and the work to be provided under this Contract. S. INSPECTION, Owner and the work to be provided under this Contract. Or propartition of goods and unicles to be delivered. 5. CHANGES IN WORK OR PRICE. Owner may order changes in the work or produces and adjutatomet shall be in writing Calms by Contractor for extra cost must be made in writing balore executing the work or opposing pools invived. or within the deput shall be adjuted a costrollary. All such to days of any occurrence advanced as bales for extrample promition. 7. WARRANTY OF GOODS AND WORK: CORRECTION OF WORK. Contractor expressly warrants all maintail and work covered herein to be a quantity, quality, take, description and dimension specified. of good marked and without by either receiver prompting contractor for its action to the desmed any endocription conting on the work. Contractor for its more contractor shall be deviced. Such warranty shall not be desmed and endocription and the shall have work of programs and marked by the delocit. Owner, prompting response to quantity, quality, take, description and the anytomenance of the proton of Owner, for the same of the work. Contractor for its marked and worked by endocription and the sequent marke and the start and the same start and

belance, Contractor shall pay the difference to Owner, and Owner may withhold at paynents due. Remackes harmunder are in addition to other legal and equilable romadias.
c. LIENS, Paynent shall not be due until Contractor has delivered to Owner a complete robusts of all liers arising out of the Contract, or receipte in Ut& covering all labor and mutation in the due until Contractor has delivered to Owner theorem of the contractor shall not be due to the Sed, or a bond satisfactory to Owner theorem of the contractor shall cooperate work or fat other contractor shall not be due to the Sed, or a bond satisfactory to Owner theorem of the Owner may do other work or fat other contractor shall not be due to the sed, or a bond satisfactory to Contractors. Contractor shall not end and the contractor work or fat other contractor and other contractors. Contractor shall not end and the the work of any other contractor work, and shall not out an atter the work of any other contractor shall not other atter the work of any other contractor otherwise alloybod with a secondary brains entaring ayean matrix with the vehicle in the event the white of parts of the vehicle with an additional method of skowing the vehicle in the event he whites, parkes, parkes, parking ayetems include, but are not finited to, drive shall hold a higher garant a high angle attema transmissions (low gear - provided that they are not equipped with a signation or due, to charactor and grang suggestion that with the right to provide the the row to be the remains shall not be whited as owned or operated by Contractor of contractor shall appendix and any subcontractor that oner cont the Premises shall not contractor and subcontractor and the stoce of the granges white a secondary brains and they contractor or contractors as subcontractor that oner cont the Premises shall not exceed the granges white a subcontractor is any to be the premises of the vehicle. Owner shall have the right to provide the secondary vehicles for compliance horework o

equipped with a secondary brake relating system or it exceeds the manufacturer's gross vehicle weight ratio. Convector warrants: that all goods delivered and services performed under the Contract shall comply with all Federal, state and other spplicable laws and regulations, including, but not Britled to safely, reclamation and petitions, oncluding, but not Britled to safely, reclamation and petitions on the state of the second second

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- such full and detinited eccounts 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 papars relating to the Contract, an necessary to verify billings and to audit all psymenia. Contractor shall proserve all such records for thres years stiter final payments. Contractor shall proserve all such records for thres years stiter final payments. Contractor shall proserve all such records for thres years stiter final payments under the Contract, and the state of the second state of the secon

remedies... 21. UNAUTHORIZED DISCLOSURE. Contractor shall not without Owner's prior written content, publish or communicate to others any information or data with respect to the Contract. Contractor shall not, without said conteani, use or allow the use, whethar in withing or in oral form, by its employees, egenis or subcontractors, of Owner's name, redomarks, logos, publications, photographs of Owner's facilities or equipment, or contractor's and Owner's business relationship, in connection with marketing or business activity.

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Page 2

Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 6 of 48



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ALPHA ENGINEERING SERVICES, INC. 216 BUSINESS STREET BECKLEY, WV 25801 PHONE (304) 255-4131 FAX (304) 255-4166 FEI# 55-0710736

Invoice

Date Involce # 2/27/2012 20120032

Bill To

Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

		P,O, No,	Terms	Project		
		Net 30 days				
Quantity	Description		Rate	Amount		
	Coalburg No. 1					
	5 Project Manager/Senior Enginee	er	105.00	525.00		

64.5 Senior Analyst	105.00	6,772.50
13.25 Drafter/CADD Operator II	65.00	861.25
2.25 Survey Crew (2 person)	95.00	213,75
0.5 Clerical	30.00	15.00
87.84 Expenses - at cost	1.00	87.84
Expenses at cost plus 12.5%	12.50%	10.98
202 Mileage	0.61	123.22

Total

\$8,609.54

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-4 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 7 of 48

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ALPHA ENGINEERING SERVICES, INC. 218 BUSINESS STREET BECKLEY, WV 26801 PHONE (304) 255-4131 FAX (304) 255-4156 FEI# 55-0710736

Invoice

Date Invoice # 2/27/2012 20120033

Bill To

Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

		P.O. No.	Terms	Project	
		Net 30 days			
Quantity	Description		Rate	Amount	
	Eagle				
2	Principal/PE		130.00	260,00	
34	Project Manager/Senior Engineer	•	105.00	3,570.00	
24	Senior Analyst		105.00	2,520.00	
	Project Engr/Field Engr III		80,00	240.00	
80.75	Drafter/CADD Operator II		65.00	5,248.75	
150.25	Survey Crew (2 person)		95.00	14,273.75	
9.75	Survey Crew (3 person)		120.00	1,170.00	
4.25	Clerical		30,00	127.50	
515.04	Expenses - at cost		1.00	515.04	
	Expenses at cost plus 12.5%		12.50%	64.38	
2,155	Mileage		0.61	1,314.55	

Total \$

\$29,303.97

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Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 8 of 48

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ALPHA ENGINEERING SERVICES, INC. 218 BUSINESS STREET BECKLEY, WV 25501 PHONE (304) 255-4131 FAX (304) 255-4156 FEI# 55-0710736

Invoice

Date Invoice # 2/27/2012 20120034

BIII To

Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

	[P.O. No,	Terms	Project	
	Net 30 days				
Quantity	Description		Rate	Amount	
	Coalburg No. 2				
	Principal/PE		130.00	260.00	
39.25	Project Manager/Senior Engineer		105.00	4,121.25	
28.5	Senior Analyst		105.00	2,992.50	
	Project Engr/Field Engr III		80.00	480.00	
	Drafter/CADD Operator II		65.00	3,412.50	
44	Survey Crew (2 person)		95.00	4,180.00	
14	Survey Crew (3 person)		120.00	1,680.00	
7.5	Clerical		30.00	225.00	
316,65	Expenses - at cost		1.00	316.65	
	Expenses at cost plus 12.5%		12.50%	39,58	
	Mileage		0.61	558.76	

\$18,266.24

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ALPHA ENGINEERING SERVICES, INC. 216 BUGINESS STREET BECKLEY, WV 25601 PHONE (304) 255-4131 FAX (304) 265-4156 FEI# 56-0710736

Invoice

Date Invoice # 2/27/2012 20120035

Bill To

Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

	Γ	P.O. No.	Terms	Project
			Net 30 days	
Quantity	Description		Rate	Amount
	Peerless			
61	Principal/PE		130.00	7,930.00
132.75	Project Manager/Senior Engineer		105.00	13,938.75
20.25	Project Engr/Field Engr III		80.00	1,620.00
105.25	Drafter/CADD Operator II		65.00	6,841.25
69.75	Survey Crew (2 person)		95.00	6,626.25
15	Field Technician		50.00	750,00
4	Clerical		30.00	120,00
3,896.37	Expenses - at cost		1.00	3,896.37
·	Expenses at cost plus 12.5%		12.50%	487.05
2,675	Mileage		0.61	1,631.75

Total \$

\$43,841.42

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ALPHA ENGINEERING SERVICES, INC. 216 BUBINESS STREET BECKLEY, WV 28601 PHONE (304) 256-4131 FAX (304) 256-4156 FEW 55-0710736

Invoice

Date Invoice # 2/27/2012 20120036

Bill To

Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

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	Γ	P.O. No.	Terms	Project	
		Net 30 days			
Quantity	Description		Rate	Amount	
	Eagle 2				
	Project Manager/Senior Engineer		105.00	2,677.50	
105	Mileage		0.6	1 64.05	

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Total

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\$2,741.55

Case 12-51502 Doc 5482-4 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 11 of 48

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ALPHA ENGINEERING SERVICES, INC. 216 BUSINESS STREET BECKLEY, WV 25801 PHONE (304) 255-4131 FAX (304) 265-4166 FEIN 56-0710736

Invoice

Date Invoice # 2/27/2012 20120037

Bill To Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

		P.O. No.	Terms	Project
			Net 30 days	
Quantity	Description		Rate	Amount
	Patriot Directed Work			
10.75	Project Manager/Senior Engineer		105.00	1,128.75
11	Project Engr/Field Engr III		80.00	880.00
1.5	Drafter/CADD Operator II		65.00	97.50
1.75	Clerical		30.00	52.50
36.07	Expenses - at cost		1.00	36.07
	Expenses at cost plus 12.5%		12.50%	4.51
250	Mileage		0.61	152.50

Total \$2,351.83

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ALPHA ENGINEERING SERVICES, INC. 218 BUSINESS STREET BECKLEY, WV 26801 PHONE (304) 255-4131 FAX (304) 255-4156 FEW 55-0710736

Invoice

Date Invoice # 2/27/2012 20120038

Bill To

Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

		P.O. No.	Terms	Project
Net 30 days				
Quantity	Description		Rate	Amount
	Emerald Processing			
6.75	Project Manager/Senior Engineer		105.00	708.75
	Senior Analyst		105.00	1,575.00
0.25	Project Engr/Field Engr III		80.00	20.00
4,185.82	Expenses - at cost		1,00	4,185,82
	Expenses at cost plus 12.5%		12.50%	523.23

Total

\$7,012.80

Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 13 of 48



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ALPHA ENGINEERING SERVICES, INC. 216 BUSINESS STREEY BECKLEY, WV 25801 PHONE (304) 255-4131 FAX (304) 255-4156 FEI# 55-0710739

Invoice

Date Invoice# 2/27/2012 20120039

Bill To

Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

	Γ	P.O. No.	Terms	Project		
	Net 30 days					
Quantity	Description		Rate	Amount		
	Common Items					
	Principal/PE		130.00	780.00		
	Project Manager/Senior Engineer		105.00	761.25		
	Senior Analyst		105.00	577.50		
5.75	Field Technician		50.00	287.50		
127 /	Mileage		0.61	77.47		

Total

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\$2,483.72

-4 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 14 of 48

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ALPHA ENGINEERING SERVICES, INC. 216 BUSINESS STREET BECKLEY, WV 25801 PHONE (304) 255-4131 FAX (304) 255-4156 FEW 55-0710736

Invoice

Date Invoice# 2/27/2012 20120040

Bill To Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

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	ſ	P.O. No.	Terms	Project	
	Net 30 days				
Quantity	Description		Rate	Amount	
	Re Training				
27	Principal/PE		130.00	3,510.00	
3	Project Manager/Senior Engineer		105,00	315.00	
19	Senior Analyst		105.00	1,995.00	
93.75	Clerical		30.00	2,812.50	
729.48	Expenses - at cost		1.00	729.48	
	Expenses at cost plus 12.5%		12.50%	91.19	
220	Mileage		0.61	134.20	

Total

\$9,587.37

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-4 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 15 of 48

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ALPHA ENGINEERING SERVICES, INC. 216 BUBINESS STREET BECKLEY, WY 25801 PHONE (504) 255-4131 FAX (504) 255-4156 FEI# 55-0710736

Invoice

Date Invoice # 5/28/2012 20120115

Bill To Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

		P.O. No.	Terms	Project		
		Net 30 days				
Quantity	Description		Rate	Amount		
	Coalburg No. 1		25			
	Senior Analyst Drafter/CADD Operator II		105.(65.(

Total

\$347.50

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-4 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 16 of 48



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ALPHA ENGINEERING SERVICES, INC. 216 BUSINESS STREET BECKLEY, WV 25801 PHONE (304) 255-4191 FAX (304) 255-4156 FEI# 55-0710736

Invoice

Date Invoice # 5/28/2012 20120116

BIII To

Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

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		P.O. No.	Terms	Project
		Net 30 days		
Quantity	Description		Rate	Amount
	Eagle Mine			
8.5	Principal/PE		130.	.00 1,105.00
	Project Manager/Senior Engineer	•	105.	.00 5,827.50
	Senior Analyst		105.	.00 997.50
	Project Engr/Field Engr II		70.	.00 805.00
	Drafter/CADD Operator II		65.	.00 2,421.25
	Survey Crew (2 person)		95.	.00 926.25
	Field Technician		50.	.00 350.00
-	Clerical		30.	00 225.00
	Expenses - at cost		1.	.00 294.67
274.07	Expenses at cost plus 12.5%		12.5	0% 36.83
315	Mileage		0.	.61 192.15

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Case 12-51502 Doc 5482-4 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 17 of 48

ALPHA ENGINEERING SERVICES, INC. 216 BUSINESS STREET BECKLEY, WV 25801 PHONE (304) 255-4131 FAX (304) 255-4156 FEI# 55-0710736

Invoice

Date Invoice # 5/28/2012 20120117

BIII To Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

		P.O. No.	Terms	Project	
			Net 30 days		
Quantity	Description		Rate	Amount	
	WV Mineral & Property Taxes				
13.75	Project Manager/Senior Engineer		105.00	1,443.75	
5.25	Project Engr/Field Engr III		80.00	420.00	
8	Drafter/CADD Operator II		65.00	520.00	
2.25	Clerical		30.00	67.50	
451.05	Expenses - at cost		1.00	451.05	
	Expenses at cost plus 12.5%		12.50%	56.38	

Total

\$2,958.68

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ALPHA ENGINEERING SERVICES, INC. 216 BUSINESS STREET BECKLEY, WV 25801 PHONE (304) 255-4131 FAX (304) 255-4156 FEI# 55-0710736

Invoice

Date Invoice # 5/28/2012 20120118

Bill To

Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

	Ľ	P.O. No.	Terms	Project	
		Net 30 days			
Quantity	Description		Rate	Amount	
	Coalburg No. 2				
	Project Manager/Senior Engineer		105.00	813.75	
	Drafter/CADD Operator II		65.00	260.00	
16.5	Survey Crew (2 person)		95.00	1,567.50	
0.25	Clerical		30.00	7.50	
220	Mileage		0.61	134.20	

Total

\$2,782.95

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Case 12-51502 Doc 5482-4 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 19 of 48

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ALPHA ENGINEERING SERVICES, INC. 216 BUSINESS STREET BECKLEY, WV 25801 PHONE (304) 255-4131 FAX (304) 255-4156 FEI# 55-0710736

Invoice

Date Invoice # 5/28/2012 20120119

Bill To

Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

	[P.O. No.	Terms	Project	
			Net 30 days		
Quantity	Description		Rate	Amount	
	Peerless				
33.5	Principal/PE		130.0	00 4,355.00	
41.75	Project Manager/Senior Engineer		105.0	4,383.75	
	Project Engr/Field Engr III		80.0	0 3,180.00	
21.75	Project Engr/Field Engr II		70.0	0 1,522.50	
74.75	Drafter/CADD Operator II		65.0	0 4,858.75	
99.75	Survey Crew (2 person)		95.0	9,476.25	
33	Survey Crew (3 person)		120.0	0 3,960.00	
8.5	Professional Surveyor		90.0	0 765.00	
9.5	Field Technician		50.0	475.00	
1.5	Clerical		30.0	0 45.00	
997.35	Expenses - at cost		1.0	997.35	
]	Expenses at cost plus 12.5%		12.50	% 124.67	
1,800 /	Mileage		0,6	1 1,098.00	

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ALPHA ENGINEERING SERVICES, INC. 216 BUSINESS STREET BECKLEY, WV 25801 PHONE (304) 255-4131 FAX (304) 255-4156 FEI# 55-0710736

Invoice

Date Invoice # 5/28/2012 20120120

Bill To

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Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

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	Γ	P.O. No.	Tern	ns	Project	
			Net 30 days			
Quantity	Description			Rate	Amount	
	Reserve Work		- 294			
10.5	Project Manager/Senior Engineer			105.00	1,102.50	
4.25	Project Engr/Field Engr III			80.00	340.00	
1.5	Drafter/CADD Operator II			65.00	97.50	
3	Clerical			30.00	90.00	
52,63	Expenses - at cost			1.00	52.63	
	Expenses at cost plus 12.5%			12.50%	6.58	

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Total

\$1,689.21

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Case 12-	51502	Doc 5482-4	Filed 05/0 B-Part 2			05/02/14	4 11:59:53	Exhibit
200 201								
O	N BECK	PHA ENGINEERING USINESS STREET LEY, WW 26801 EC (304) 2559-4131 FAX (304 35-0710736		с.			Dat 5/28/2	
Kar P. (). Box '	Eagle Ltd Liabi 189 VV 25049	lity Compa	ny				
				F	.O. No.	Tei	rms	Project
			\$ 0	6		Net 3	0 days	
Quantity	Τ	*****	Description			· · · · · · · · · · · · · · · · · · ·	Rate	Amount
	Eme	rald Processin	g					
2	Senior	Analyst					105.0	0 210.00

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Total

\$210.00

Case 12-51502 Doc 5482-4 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 22 of 48



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ALPHA ENGINEERING SERVICES, INC. 216 BUSINESS STREET BECKLEY, WV 25801 PHONE (304) 255-4131 FAX (804) 255-4156 FEW 55-0710735

Invoice

Date Invoice # 5/28/2012 20120122

Bill To

Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

		P.O. No.	Terms	Project
			Net 30 days	
Quantity	Description		Rate	Amount
	Common Items			
9	Principal/PE		130.00	1,170.00
9.25	Project Manager/Senior Engineer	•	105,00	971.25
5.5	Project Engr/Field Engr III		80.00	440,00
4.5	Drafter/CADD Operator II		65.00	292.50
8	Expenses - at cost		1.00	8.00
	Expenses at cost plus 12.5%		12.50%	1.00
126	Mileage		0.61	76.86

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Total

\$2,959.61

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Case 12-51502 Doc 5482-4 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 23 of 48

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ALPHA ENGINEERING SERVICES, INC. 216 BUSINESS STREET BECKLEY, WV 25801 PHONE (304) 255-4131 FAX (304) 255-4156 FEI# 55-0710795

Invoice

Invoice # Date 6/26/2012 20120140

Bill To Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

		P.O. No.	Terms	Project	
			Net 30 days		
Quantity	Description		Rate	Amount	
	Peerless				
5.5	Principal/PE		130.00	715.00	
	Project Manager/Senior Engineer		105.00	2,231.25	
	Senior Analyst		105.00	1,680.00	
66.25	Project Engr/Field Engr III		80,00	5,300.00	
23.25	Project Engr/Field Engr II		70.00	1,627.50	
	Drafter/CADD Operator II		65.00	2,860.00	
	Drafter/CADD Operator I		52.00	26.00	
	Clerical		30.00	15.00	
664.08	Expenses - at cost		1.00	664.08	
	Expenses at cost plus 12.5%		12.50%	83.01	
26	Mileage		0.61	15.86	

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Case 12-51502 Doc 5482-4 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 24 of 48

ALPHA ENGINEERING SERVICES, INC. 216 BUSINESS STREET BECKLEY, WV 25801 PHONE (304) 255-4131 FAX (304) 258-4156 FEI# 53-0710738

Invoice

Invoice # Date 6/26/2012 20120141

Bill To Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

	Ε	P.O. No,	Terms	Project	
			Net 30 days		
Quantity	Description		Rate	Amount	
	Coalburg No. 2				
29.5	Project Manager/Senior Engineer		105.00	3,097.50	
	Senior Analyst		105.00	735.00	
5	Project Engr/Field Engr III		80.00	400.00	
	Project Engr/Field Engr II		70.00	17.50	
10.25	Drafter/CADD Operator II		65.00	666,25	
1.5	Clerical		30,00	45.00	
52.4	Expenses - at cost		1,00	52.40	
	Expenses at cost plus 12.5%		12,50%	6.55	
157	Mileage		0.61	95.77	

Total

\$5,115.97

Case 12-51502 Doc 5482-4 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 25 of 48

ALPHA ENGINEERING SERVICES, INC. 216 BUSINESS STREET BECKLEY, WV 25801 PHONE (304) 255-4131 FAX (304) 255-4156 FEI# 55-0710736

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Invoice

Date Invoice # 6/26/2012 20120142

Bill To Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

	Γ	P.O. No.	Terms	Project
			Net 30 days	
Quantity	Description	***************************************	Rate	Amount
	Eagle Mines			
24.75	Project Manager/Senior Engineer		105.00	2,598.75
	Senior Analyst		105.00	1,391.25
	Project Engr/Field Engr II		70,00	420.00
	Drafter/CADD Operator II		65.00	1,186.25
	Clerical		30,00	52.50
156.51	Expenses - at cost		1.00	156.51
	Expenses at cost plus 12.5%		12.50%	19.56
247	Mileage		0,61	150.67

Total

\$5,975.49

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ALPHA ENGINEERING SERVICES, INC. 218 BUSINESS STREET BECKLEY, WV 25801 PHONE (804) 255-4131 FAX (304) 255-4155 FEI# 55-0710736

Invoice

Date Invoice # 6/26/2012 20120143

Bill To

Kanawha Eagle Ltd Liability Company P. O. Box 189 Comfort, WV 25049

		P.O. No.	Terms	Project
			Net 30 days	
Quantity	Description		Rate	Amount
	Common Items			
11	Principal/PE		130.00	1,430.00
12	Project Manager/Senior Engineer		105.00	1,260.00
2	Drafter/CADD Operator II		65,00	130.00
5.5	Field Technician		50.00	275.00
2	Clerical		30.00	60.00
8.85	Expenses - at cost		1,00	8.85
	Expenses at cost plus 12.5%		12.50%	1.11
253	Mileage		0.61	154.33

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ALPHA ENGINEERING SERVICES, INC. 216 BUSINESS STREET DECKLEY, WY 26801 PHONE (204) 255-4131 FAX (304) 255-4156 FEI8 65-0710736

Invoice

Date Involce # 7/8/2012 20120161

Bill To

Kanawha Eagle Coal, LLC Patriot Coal Corporation P. O. Box 66823 St Louis, MO 63166-6823

Quantity Description Peerless 1.25 Project Manager/Senior Engineer 3.5 Project Engr/Field Engr III 1 Senior Analyst 40 Mileage 9.61 Expenses - at cost Expenses at cost plus 12.5% 12.5%	N	et 30 days Rate 105.00 80:00 105.00	
Peerless 1.25 Project Manager/Senior Engineer 3.5 Project Engr/Field Engr III 1 Senior Analyst 40 Mileage 9.61 Expenses - at cost		105.00 80:00 105.00	0 131,25
 1.25 Project Manager/Senior Engineer 3.5 Project Engr/Field Engr III 1 Senior Analyst 40 Mileage 9.61 Expenses - at cost 		80:00 105.00	
3.5 Project Engr/Field Engr III 1 Senior Analyst 40 Mileage 9.61 Expenses - at cost		80:00 105.00	
1 Senior Analyst 40 Mileage 9.61 Expenses - at cost		105.00	280.00
40 Mileage 9.61 Expenses - at cost			
9.61 Expenses - at cost		1.000	
Expenses at cost plus 12.5%		0.61 1.00	
		12.50%	
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		Total	\$551,46
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Case 12-51502 Doc 5482-4 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 28 of 48

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Invoice

Date Invoice.# 7/8/2012 20120162

Bill To

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Kanawha Eagle Coal, LLC Patriot Coal Corporation P. O. Box 66823 St Louis, MO 63166-6823

		P.O. No.	Terms	Project
			Net 30 days	
Quantity	Description		Rate	Amount
Eagle Mines				3
2 25 Drojact Man	and the second		•3	
0.5 Clerical	ager/Senior Enginee	r	105.0	
9.16 Expenses - at	: cost		1.00	
Expenses at a	cost plus 12.5%	* * *	12.50%	1.15
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geler, gelf Maria	an tha Sta	n an		
			Total	\$261.56
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ALPHA ENGINEERING SERVICES, INC. 216 BUSINEGS STREET BECKLEY, WV 25801 PHONE (304) 255-4131 FAX (304) 255-4165 FEI# 55-0710736

Invoice

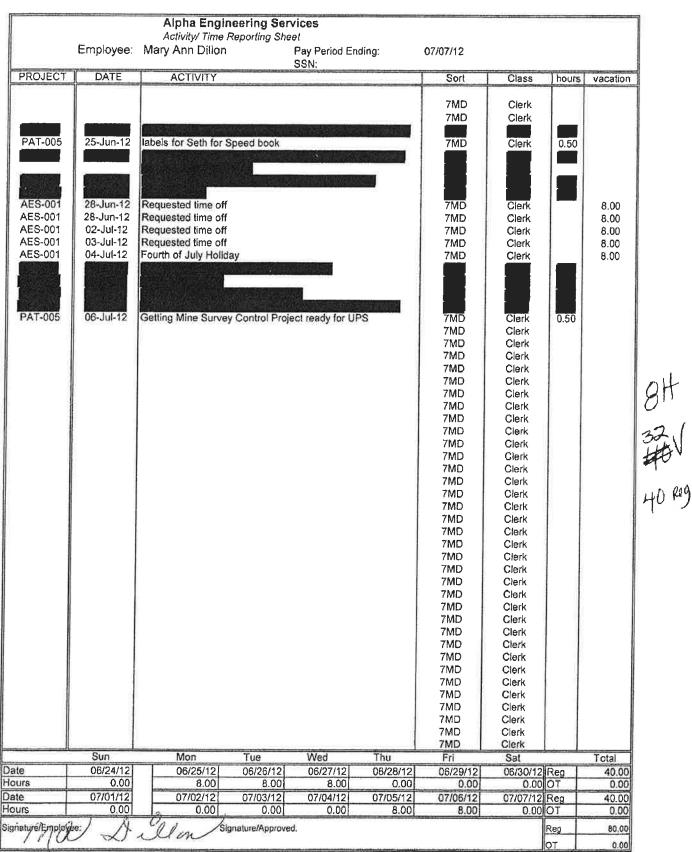
Date	Invoice #				
7/8/2012	20120160 _A				

Bill To

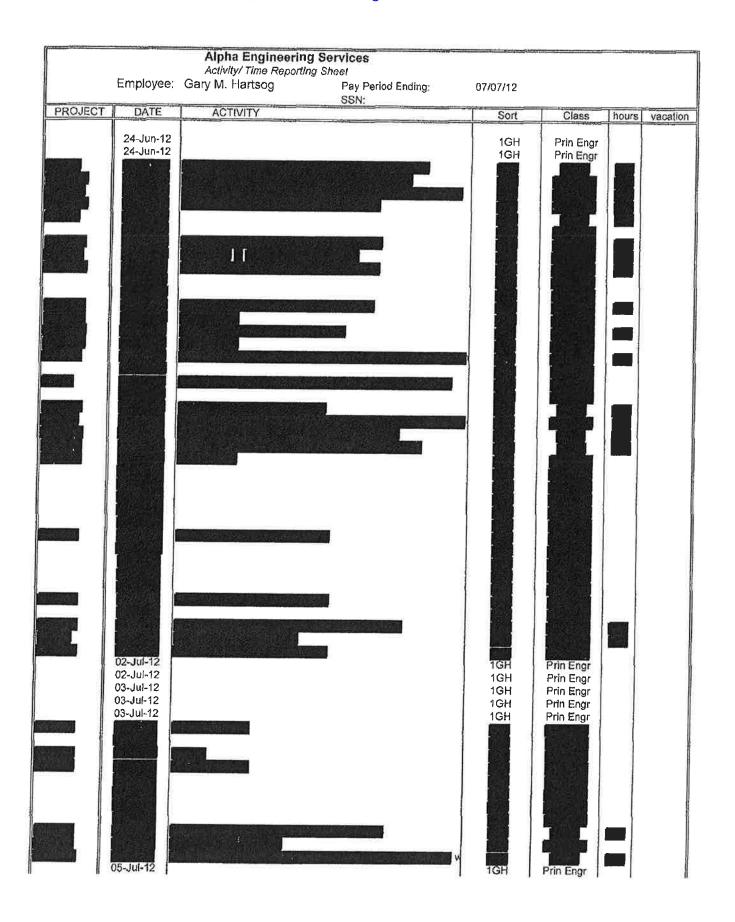
Kanawha Eagle Coal, LLC Patriot Coal Corporation P. O. Box 66823 St Louis, MO 63166-6823

		P.O. No.	Terms	Project
* •			Net 30 days	
Quantity	Description		Rate	Amount
1	Pre Pet	ition		
1.5	Principal/PE		130.00	195.00
5.5	Project Manager/Senior Engineer		105.00	
7	Project Engr/Field Engr II		70.00	
0.75 1	Drafter/CADD Operator II		65.00	48.75
Bafogrand univer			Totál	\$1,311.25

Case 12-51502 Doc 5482-4 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 30 of 48



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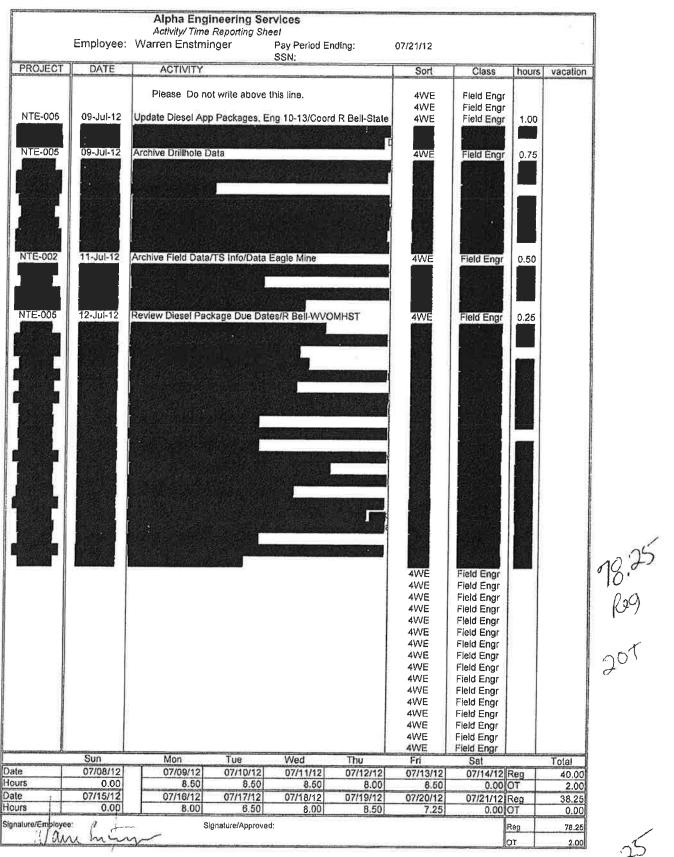
Case 12-51502 Doc 5482-4 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 32 of 48

01 PAT-007 LIB-001 PAT-005 NTE-002	06-Jul-12 06-Jul-12 07-Jul-12 07-Jul-12 07-Jul-12 07-Jul-12	Review and check v Period and check v Review file; e-mail o Go through Eagle V	on delivery to M	Allaman	12.136	1GH 1GH 1GH 1GH 1GH 1GH 1GH 1GH 1GH	Prin Engr Prin Engr Prin Engr Prin Engr Prin Engr Prin Engr Prin Engr Prin Engr Prin Engr Prin Engr	1.50 1.50 2.60	
contest instant of the course	Sun	Mon	Tue	Wed	Thu	Fri	Sat		Total
Date	06/24/12	06/25/12	06/26/12	06/27/12	06/28/12	06/29/12	06/30/12	Reg	40.00
Hours	2.50	11.00	14.00	19.50	5.00	13.00	0.00	- Manana	25.00
Date	07/01/12	07/02/12	07/03/12	07/04/12	07/05/12	07/06/12	07/07/12	Reg	34.50
Hours	0.00	8.00	0.00	0.00	8.50	10.00	8.00	the second s	0.00
Signature/Empl	loyee;	ş	ignature/Approved	i:				Reg	74.50
010100/0000000000000000000000000000000								от	26.00

Case 12-51502 Doc 5482-4 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 33 of 48

PROJECT	Employee:	Alpha Engir Activity/ Time I Frank Canterbur ACTIVITY	Reporting Shee	lices et Pay Period Er	nding:	07/21/12	Class	hours	vacation	
NTE-005	09-Jui-12	Diesel applications,	took to WVON	MHS&T,Oak H		Son 7EH 7EH	Class Clerk	2.50	Vacation	829
Date	Sun 07/08/12	Mon 07/09/12	Tue 07/10/12	Wed 07/11/12	Thu 07/12/12	Fri 07/13/12	Sat 07/14/12	Real	Total 40.00	
Hours	0.00	8.25	8.25	8.00	8.25	8.25	0.00	OT	1.00	
Date	07/15/12	07/16/12	07/17/12	07/18/12	07/19/12	07/20/12	07/21/12	Reg	40.00	
lours	0.00	8.00	8.25	8.00	8.00	8.25	0.00	OT	0.50	
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Case 12-51502 Doc 5482-4 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 35 of 48

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Gary Hartsog

From:	Gary Hartsog <ghartsog@alphaengineer.com></ghartsog@alphaengineer.com>
Sent:	Saturday, July 07, 2012 4:36 PM
То:	Mark Allaman (mallaman@patriotcoal.com)
Subject:	Completion of Survey Project

Mark:

On Monday you should receive the survey report and data from the entire survey project. It was shipped UPS Ground to your attention. The tracking number is 1Z5A7E260394176504. You can track it on http://www.ups.com/

We are processing the last invoice now. It will be split into two invoice with one for June and one for July to get them into two different quarters. The first one is about \$8.3k and the other about \$9.2k. I know the power outage has hit you pretty hard so if you want me to hold the invoice another month I can, I would like to get it into the 3rd quarter for our purposes.

We appreciate the opportunity to work with you and Joe on this project. If you would please, keep us in mind for surveying and other work in the future, especially if you need help with any special projects. As they say, the difficult we do immediately and the impossible takes a little time.

Also, the next time you do any holes from the surface to the UG let us know how they hit.

Gary M. Hartsog, PE & PS Alpha Engineering Services, Inc. 216 Business Street Beckley, WV 25801 304-255-4131

Case 12-51502 Doc 5482-4 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 36 of 48



PERSONAL PROPERTY AND A COMPANY



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ALPHA ENGINEERING SERVICES OFFICE MANAGER 216 BUSINESS ST BECKLEY, WV 25801-5904

Account Status Summary Weekly Payment Plan

Amount Due This Period	\$ 25.40
Amount Outstanding (prior involces)	\$ 8.13
Total Amount Outstanding	\$ 33.53
Please include the Return Portion of each outsi	anding involce with
your payment. See Account Status for deta	ails.

Questions about your charges?

To get a better understanding of the charges on your invoice, visit our invoice guide and glossary of billing charges at ups.com/invoiceguide.

Delivery Service Invoice July 14, 2012 Invoice date Invoice number 00005A7E26282 Control ID 531T

Page 1 of 3

Sign up for electronic billing today! Visit ups.com/billing

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For questions about your invoice, call: (800) 811-1648 Monday - Friday 8:00 a.m. - 9:00 p.m. E.T.

or write: UPS P.O. Box 7247-0244 Philadelphia, PA 19170-0001

Thank you for using UPS. **Summary of Charges**

Page		Charge
	Outbound	
3	UPS Internet Shipping	\$ 25,40
Amour	it due this period	\$ 25.40

UPS payment terms require payment of this involce by July 23, 2012.

Payments not received by August 6, 2012 are subject to a late fee of 6% of the Amount Due This Period. (Details in UPS Tariff, available at ups.com)

Note: This invoice may contain a fuel surcharge as described at ups.com. The published fuel surcharge is 8.0% for UPS Ground Services and 12.0% for UPS Air Services, UPS 3 Day Select, and International services. For more information, visit ups.com.

μÂ ALPHA ENGINEERING SE BECKLEY, WV 25802-212" United Pa 7/14/2012 Date

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Case 12-51502	2 Doc 5482-4	Filed 05/02/14 B-Part 2 Pg 3	Entered 05/02/14 11:59:53 7 of 48	Exhibit
			Delivery Service Involce Invoice date July 14, 2012 Invoice number 00005A7E26282 Shipper number 5A7E26	2
Outbound			Page 3 of 3	
UPS Internet Shippir				
Pickup Date	Tracking Number	Service	ZIP Code Zone Weight	Billed Charge
07/08	1Z5A7E260394176504	Ground Commercial Delivery Area Surcharge Fuel Surcharge	25035 2 12	7.83 2.00 0.79
	UserID : 3042554131	Total		10.62
	Sender : E Hartsog	eering Services s Streel 25801	Receiver: Mark Allaman Speed Mine 200 Remington Goal (Jun) GABIN CREEK WV 2503:	P ×1005

Total for Internet-ID: 3042554131		25,40
Total UPS Internet Shipping 3 Package(s)		25,40
Total Outbound	3 Package(s)	26,40

Case 12-51502 Doc 5482-4 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 38 of 48

Kanawha Eagle

Gary Hartsog

From:	Warren Entsminger <wentsminger@alphaengineer.com></wentsminger@alphaengineer.com>
Sent:	Monday, July 09, 2012 8:55 AM
То:	'Cox, Christopher'
Cc:	Alpha Engineering
Subject:	Peerless Rachel Diesel Equipment Applications

Chris,

The diesel application packages for Newtown Energy for the remaining four engines (4 each man trips) will not be reviewed at the July Diesel Commission meeting but will instead be reviewed at the August meeting. All application packages were submitted to the state with adequate time for review prior to the July commission meeting but Randy Bell was apparently unable to schedule his review prior to taking vacation time off.

I understand that two of the four engines are prepped and are to be stored at the Brookville facilities indefinitely.

We will be speaking with Randy today to discuss his August personal schedule and deadlines.

Additionally, in previous packages we have only submitted the names of a Brookville Equip and a Mountaineer Mine Safety and Training instructor for a total of two diesel instructors. Can you provide the names of additional instructors you have on file for the mine and forward me a copy of their QDI cards as well to include in these diesel applications.

Thanks.

Warren Entsminger, AES

From: Cox, Christopher [mailto:CCox@patriotcoal.com]
Sent: Wednesday, June 27, 2012 11:58 AM
To: Warren Entsminger
Cc: Alpha Engineering
Subject: RE: Peerless Rachel Diesel Equipment Serial Numbers

That is all I have on file for any of the permits, would you check with Randy to make sure that is what he is looking for. If we need to make changes we will.

Christopher S. Cox



Kanawha Eagle Coal, LLC. Manager of Safety and Training P.O. Box 189 Comfort, WV 25049 Office: (304) 513-0659 Cell: (304) 993-7179 Fax: (304) 734-2035

From: Warren Entsminger [mailto:wentsminger@alphaengineer.com] **Sent:** Wednesday, June 27, 2012 11:55 AM **To:** Cox, Christopher

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Cc: Alpha Engineering Subject: RE: Peerless Rachel Diesel Equipment Serial Numbers

Chris,

Thanks for getting the letters and maintenance plan to us. We are turning in the applications today @ WVOMHST in Oak Hill and they should be reviewed during the Jul 10th Diesel Commission meeting.

These should be the last four Brookville engines for which we will be seeking approval.

Just to confirm – It was my understanding at the last Commission meeting that the members wanted to see a copy of the maintenance plan included in the application package. We have spoken about this and I know that you have additionally communicated with Terry Hudson regarding the plan. Terry Hudson is a member and would be the expert on this, but the Diesel Maintenance plan we are submitting with our applications is in the same format as our previous ones which we submitted. Randy Bell will also be reviewing the applications and he will have some expertise with this. Just don't want this thing kicked back at us if possible.

Thanks,

Warren

From: Cox, Christopher [mailto:CCox@patriotcoal.com] Sent: Wednesday, June 27, 2012 10:29 AM To: Warren Entsminger Subject: RE: Peerless Rachel Diesel Equipment Serial Numbers

Warren,

I have attached the Maintenance Plan for the Peerless Mine.

Christopher S. Cox



Kanawha Eagle Coal, LLC. Manager of Safety and Training P.O. Box 189 Comfort, WV 25049 Office: (304) 513-0659 Cell: (304) 993-7179 Fax: (304) 734-2035

From: Warren Entsminger [mailto:wentsminger@alphaengineer.com]
Sent: Tuesday, June 26, 2012 5:58 PM
To: Cox, Christopher
Cc: Alpha Engineering
Subject: Peerless Rachel Diesel Equipment Serial Numbers

Chris,

Per your request I am forwarding a listing of serial numbers we have received from Brookville for the Peerless Rachel diesel equipment.

Please call with questions.

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Thanks,

Warren Entsminger Alpha Engineering Services

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Dave Prelaz

From: Sent: To: Cc: Subject:	Dave Prelaz <dprelaz@alphaengineer.com> Tuesday, July 09, 2013 4:39 PM 'Houston, Kevin' 'Gary M Hartsog' RE: Controled Cut Thru</dprelaz@alphaengineer.com>	Kanawha Eagle
--	---	---------------

Kevin,

I just received the plan from Chris. I should have waited another minute.

Dave Prelaz Alpha Engineering Phone (304) 255-4131 Fax (304) 255-4156 dprelaz@alphaengineer.com

-----Original Message----From: Cox, Christopher [mailto:CCox@patriotcoal.com] Sent: Tuesday, July 09, 2013 4:02 PM To: Dave Prelaz Cc: Houston, Kevin; Curry, Logan Subject: FW: Controled Cut Thru

This is the controlled cut thru typical we talked about including into the plan.

Christopher S. Cox

Kanawha Eagle Coal, LLC. Manager of Safety and Training P.O. Box 189 Comfort, WV 25049 Office: (304) 513-0659 Cell: (304) 993-7179 Fax: (304) 734-2035

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-----Original Message-----From: Chris Cox [mailto:ccox@patriotcoal.com] Sent: Tuesday, July 09, 2013 4:03 PM To: Cox, Christopher Subject:

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This E-mail was sent from "RNPB25876" (MP C3000/LD430c).

Scan Date: 07.09.2013 16:03:17 (-0400) Queries to: copler@patriotcoal.com

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Dave Prelaz

Fuence		
From:	Dave Prelaz <dprelaz@alphaengineer.com></dprelaz@alphaengineer.com>	
Sent:	Tuesday, July 09, 2013 6:56 PM	
То:	'Houston, Kevin'	
Cc:	'Cox, Christopher'; 'Curry, Logan'; 'Gary M Hartsog'	
Subject:	Revised/Revised/Revised/Revised/Revised	e Ventilation Plan for the Eagle
Attachments:	SUBMITTED_2013-07-09_Base Vent Plan.pdf	Kanawha Eagle

Kevin,

Attached for your review is the revised Base Ventilation Plan for the Eagle Mine. All the changes have been incorporated into this document and the pages re-numbered where appropriate.

In particular, you may want to review the verbiage change to the 2nd statement on page 11 to see if it is adequate. Also, the Safety Precautions supplied by Chris did not have any heading on the first page (see page 22). I inserted it in the plan as received. If you wish for me to title it I can do so with very little difficulty and would just take a couple of minutes. Just let me know.

I will wait to hear back from you regarding submittal to MSHA and any further changes.

Dave Prelaz Alpha Engineering Phone (304) 255-4131 Fax (304) 255-4156 dprelaz@alphaengineer.com

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Dave Prelaz

From: Sent:	Dave Prelaz <dprelaz@alphaengineer.com> Wednesday, July 10, 2013 9:37 AM</dprelaz@alphaengineer.com>	Kanawha Eagle
То: Сс:	'Houston, Kevin'	
Subject:	'Cox, Christopher'; 'Curry, Logan'; 'Gary M Hartsog' FW: Revised/Revised/Revised/Revised/Revised	se Ventilation Plan for the Eagle
Attachments:	Mine SUBMITTED_2013-07-09_Base Vent Plan.pdf	

Kevin,

Attached for your review is the revised Base Ventilation Plan for the Eagle Mine. All the changes have been incorporated into this document and the pages re-numbered where appropriate.

In particular, you may want to review the verbiage change to the 2nd statement on page 11 to see if it is adequate. Also, the Safety Precautions supplied by Chris did not have any heading on the first page (see page 22). I inserted it in the plan as received. If you wish for me to title it I can do so with very little difficulty and would just take a couple of minutes. Just let me know.

I will wait to hear back from you regarding submittal to MSHA and any further changes.

Dave Prelaz Alpha Engineering Phone (304) 255-4131 Fax (304) 255-4156 dprelaz@alphaengineer.com

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Kanawha Eagle

Dave Prelaz

From:	Dave Prelaz <dprelaz@alphaengineer.com></dprelaz@alphaengineer.com>
Sent:	Wednesday, July 10, 2013 10:46 AM
To:	'Houston, Kevin'
Subject:	RE: Revised/Revised/Revised/Revised/RevisedBase Ventilation Plan for the Eagle Mine

Kevin,

I received the changes you requested and will proceed with them. However, page 8 references Drawing C in the plan which does not have any slab cuts since it is the initial panel for an internal bleeder system. The statement referencing the limiting of slab cuts does not apply to this drawing.

I will make the remaining changes a forward the revised plan to you. Please note that the copy you receive does not have page 1 signed.

Dave Prelaz Alpha Engineering Phone (304) 255-4131 Fax (304) 255-4156 dprelaz@alphaengineer.com

Dave,

Please make the attached changes. Thanks,

Kevin Houston, PE Manager of Engineering Kanawha Eagle Coal LLC P.O. Box 189 Comfort, WV 25049 Office: (304) 513-0653 Cell: (304) 550-9592 Fax: (304) 734-2035 khouston@patriotcoal.com

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Kevin,

Attached for your review is the revised Base Ventilation Plan for the Eagle Mine. All the changes have been incorporated into this document and the pages re-numbered where appropriate.

In particular, you may want to review the verbiage change to the 2nd statement on page 11 to see if it is adequate. Also, the Safety Precautions supplied by Chris did not have any heading on the first page (see page 22). I inserted it in the plan as received. If you wish for me to title it I can do so with very little difficulty and would just take a couple of minutes. Just let me know.

I will wait to hear back from you regarding submittal to MSHA and any further changes.

Dave Prelaz Alpha Engineering Phone (304) 255-4131 Fax (304) 255-4156 dprelaz@alphaengineer.com

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Kanawha Eagle

Dave Prelaz

From:	Dave Prelaz <dprelaz@alphaengineer.com></dprelaz@alphaengineer.com>
Sent:	Wednesday, July 10, 2013 11:09 AM
To:	'Houston, Kevin'
Cc:	'Gary M Hartsog'; 'Cox, Christopher'; 'Curry, Logan'
Subject:	RE: Revised/Revised/Revised/Revised
Attachments:	Mine SUBMITTED_2013-07-10_Base Vent Plan.pdf

Kevin,

Attached is the complete revised Base Vent Plan for the Eagle Mine with the changes you requested.

As noted in a prior email, I left the reference to 20 foot slab cuts off of page 8 since Drawing C (initial panel for an internal bleeder) does not propose slab cuts.

Let me know if you need any further changes.

Dave Prelaz Alpha Engineering Phone (304) 255-4131 Fax (304) 255-4156 dprelaz@alphaengineer.com

Dave,

Please make the attached changes. Thanks,

Kevin Houston, PE Manager of Engineering Kanawha Eagle Coal LLC P.O. Box 189 Comfort, WV 25049 Office: (304) 513-0653 Cell: (304) 550-9592 Fax: (304) 734-2035 khouston@patriotcoal.com

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Case 12-51502 Doc 5482-4 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit B-Part 2 Pg 48 of 48

Kevin,

Attached for your review is the revised Base Ventilation Plan for the Eagle Mine. All the changes have been incorporated into this document and the pages re-numbered where appropriate.

In particular, you may want to review the verbiage change to the 2nd statement on page 11 to see if it is adequate. Also, the Safety Precautions supplied by Chris did not have any heading on the first page (see page 22). I inserted it in the plan as received. If you wish for me to title it I can do so with very little difficulty and would just take a couple of minutes. Just let me know.

I will wait to hear back from you regarding submittal to MSHA and any further changes.

Dave Prelaz Alpha Engineering Phone (304) 255-4131 Fax (304) 255-4156 dprelaz@alphaengineer.com

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MECHLN 61 313 Recorded In Above Buck and Page 10/11/2012 10:23:30 AM Vera J. McConnick County Clerk Kanawha County, WV Deed Tax 0,

ed Tax cording Fee

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

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



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MECHLN 61 314

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, valld 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.

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х,

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MECHLN 61 315

Given under my hand this

2th day of October, 2012.

Alphar Engineering Services, Inc.

State of West Virginia,

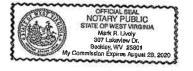
County of Raleigh;

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 ______ day of October, 2012.

seal:

My commissioner expires: _ 8-28-20 Notary



Instrument prepared by:

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

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MECHLN 61 316

EXHIBIT A

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MecH LN 61-318

EXHIBIT B

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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 subsidiarles, 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. <u>Binding Contract.</u> 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

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

REQUIRED DOCUMENTS Exhibit A - Certificate of Insurance	OPERATING COMPANIES
Exhibit B - MSHA I.D. No.; Certificate of Compliance	All Operating Companies listed on the MPA Supplier Checklist
Exhibit C - Contractor's License; Certificate of Approval	All Operating Companies listed on the MPA Supplier Checklist With Health and Safety Laws and Regulations
	The following Operating Companies with operations located in West Virginia: Colony Bay Coal Company; Eastern Coal Co.; Marlinka 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: Gan By: Its: Director Purchasing Its:

ALPHA ENGINEERING SERVICES, INC. ("CONTRACTOR")

Page 1

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PATRIOT COAL CORPORATION

HECHLN 320 61

GENERAL TERMS AND CONDITIONS

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GENERAL TERMS 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, nil materials shall be new and workers qualified in their respective trades. 2. ROYALTIES AND PATENTS. Contractor shall pay all royatiles and license fees, and shall defend all suits or claims for infringement of any patent, trademurk or copyright rights nishing out of purchase of any liten heraunder 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. Parmits 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 therawith.

Contractor shell 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 prenises, 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 uncier this Contract. 5. INSPECTION. Owner shall have the right at all times to inspect the work or preparation of goods and atticles 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 provided uncier this Contract. 7. WARRANTY OF GOODS AND WORK' CORRECTION OF WORK. Contractor dates of any occurrence claimed as a basis for extra compensation. 7. WARRANTY OF GOODS AND WORK': CORRECTION OF WORK. Contractor expression and dijustments shall be in willing. Claims by Contractor of usentials, justify, size, description and dimension specified, of good material and workmanship, merchantable or fit and sufficient for the purpose intended, and that all workmanship, merchantable or fit and sufficient for the purpose intended, and that all workmanship, merchantable or fit and sufficient for the contract except where defects are due entirely to negligence on the part of Owner, in which case, if Owner elects to have Contractor shall be skilled in their trades. Such warranty shall not be deened waived by either receipt or acceptance of, nor payment for the work. Contractor shall be available or fits and subcontractors and goods supplied by vendots and all purchase orders and subcontractors and goods supplied by vendots and all purchase orders and subcontractors and goods and pill pay contractor fails to progress, or io make limbly performance or to perform any provision of the contract organs and all purchase

balance, Contractor snall pay line difference to Dwner, and Owner may withhold all payments due. Remedies hereunder are in addition to other legal and equilable remadies.
J. LIENS. Payment shall not be due until Contractor has delivared to Owner a complate release of all liens erising out of the Contract, or receipts in full covering ell tabor and materials for which a lion could be filed, or a bond satisfactory to Owner Indomnifying against any lien.
LIENS. Payment shall not be due until Contractor has delivared to Owner a complate release of all liens erising out of the Contract, or receipts in full covering ell tabor and materials for which a lion could be filed, or a bond satisfactory to Owner Indomnifying against any lien.
SEPARATE CONTRACTS. Owner may do other work or let other contracts Involving the work and Contractor shall not cut or alter the work of any other contractors. Contractor shall not extending excavating or otherwise altering such work, and shall not cut or alter the work of any other contractor, without consent of Owner.
SECONDARY BRAKES; GROSS VEHICLE WEIGHT RATING. Any vehicle driven by an emplyce, 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 mafunctions. Examples of acceptable secondary trateding systems include, but are not limited to, drive shalt brakes, exhaust brakes, "Jake" brakes, manual transmissions (low geor), automatic transmissions (low gear - provided that they are on brakes or Contractor or Contractor's subcontractor's or Contractor's or Contractor's or Contractor's subcontractor's or Contractor's or Contractor's subcontractor's or Contractor's or Contractor's or Contractor's or Contractor's or Contractor's or

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AND CONDITIONS 14. CLEANING UP, Contractor shall keep Owner's premises free from accumulation of waste material end rubbish and at completion of any work shall remove all rubbish, imploments 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 defacts. Such approval may be endorsed on the final bill. Contractor's final billing upon completion shall include statement of amounts withiteid and any unsettled claims of Contractor which payment is requested. 16. PERFORMANCE AND PAYMENT BOND. Contractor may be required to furnish bond covering the feithful 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 shell be paid by Contractor; if thereafter, it shall be paid by Owner.

bios or ine award of the Contract, the president stear of president states of the second states and 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.

Assigns, but the Contract or any part may not be assigned by Contractor without the willion consent of Owner.
I8. INDEMNITY AND INSURANCE:
A. Contractor agrees to indemnity, defend, and hold harmless Owner, its parent, subsidiaries, affiliates and related companies and the officera, directors, shareholdors and employees of such companies (collectively "Owner") against any and all claims, damages, losses and expenses, including attornay's lees and other legal expenses, by reason of liability imposed or claimed to be imposed by law for damage because of bodily injury (including dentih) or on account of damage to properly, sustained by any person or persons, erising out of or In consequence of the work called for by the Contract Whether or not such bodily injuries, death, or damage to properly arise or are claimed to have arisen in whole or in part out of the negligence or any other grounds of legal liability, including whole the subcontractor, the subcontractors, and the employees or agents of Contractor and the subcontractor (but excluding however, any liability caused by the sole negligence or willing inscreance active of the Contractor shell obtain and continue in force, during the term of the Contract, at its own expense, the following insurance coverages:
Workers' Componsation and Occupational Disease Disability insurance as required by the laws of the state wherein the work is to be performed.
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 actions by an employee against an employer under common law.
Comprehensive Automobile Liability insurance with limits of \$1,000,000 Bodily injury and Property Damage combined single limit.
Comprehensive General Liability insurance with limits of \$1,000,000 Bodily injury and Property Damage combined single limit.
Comprehensive General Liability overages with limits of \$1,000,000

CAN insurance poncies much contain an uniquence potential of any cancellation, change or carrier will give Owner 30 days prior nolice in writing of any cancellation, change or lapse of such policy(s).
D.All Insurance policies shall name Owner, its parent, subsidiaries, atfillates and related companies, as additional insurads with respect to lesses or claims arising out of, or directly or indirectly related to. Inte 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 be the primary coverage under the Paragraph 17 have been satisfied.
10. EQUAL EMPLOYMENT OPPORTUNITY. The non-discrimination clauses contained in Section 202 of Executive Order 11246, as anended by Executive Order 11375, religion, sex or national origin, and the implementing rules and regulations prescribed by the Sectionary of Lobor are incorporated herein. If the price for any purchase order respecting EEO, as authorized by John L. Wilks, Director, Office of Federal Contract Compliance by later dated June 1, 1970.
A. Contractor shall be table at 1, 1970.
A. Contractor shall be work all tables and regords which shall be aubject to examination as follows:

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.

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 varily billings and to audit all payments. Contractor shall preserve all such records for three years after final

payments, Contractor shall preserve all such records for three years after that payment under the Contract. C. If Owner's audit shall databilish that Contractor has been paid any sums which were improper or in excess of any balance due, Contractor will refund any such amounts immédiately upon demand. If not refunded, Owner may recover such amounts by withholding any other payment due to Contractor in addition to all other tegal

21. UNAUTHORIZED DISCLOSURE. Contractor shall not without Owner's prior written consent, publish or communicate to others any information or dota with respect to the Contract. Contractor shall not, without sold consent, use or allow the use, whether in writing or in orsi form, by its employees, sgents or subcontractors, of Owner's name, radomarks, 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

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Page 2 Commission of Kanawha County, West Virginia, on and the same is admitted to record.

CHILD OF TRANSPORTER STRATEGY (SCHOOL)

Teste: Denne for ME Comminte Cleri

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Kanawha County Commission

SC REPERSIONS AND ADDRESS

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Case 12-51502 Doc 5482-5 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit C Pg 9 of 31

NOTICE OF MECHANIC'S LIEN

TO:

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

County Clerk PG728-735 вк 6

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. 1

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.

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Case 12-51502 Doc 5482-5 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit C Pg 11 of 31

Given under my hand this $\underline{\mathcal{T}}$

day of October, 2012.

Alpha Engineering Services, Inc.

State of West Virginia,

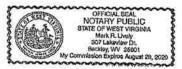
County of Raleigh;

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 _____4h day of October, 2012.

seal:

My commissioner expires: 8.28.20 Notary



Instrument prepared by:

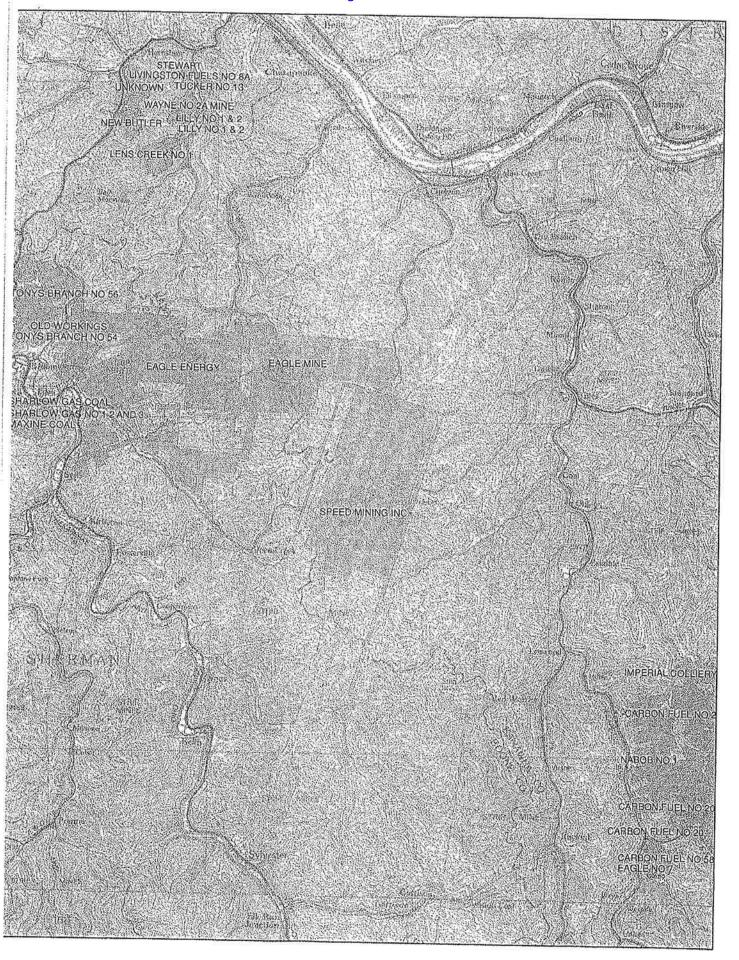
James W. Lane, Jr. (#6483) P.O. Box 11806 Charleston, WV 25339 (304) 342-0081

 c_{i}

EXHIBIT A

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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. <u>Binding Contract</u>, 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 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. <u>Term:</u> 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. <u>Assignment of Work:</u> 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. <u>Subcontracting</u>, 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. <u>Required Documents</u>. 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 Coel 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: 4 By: Its: Director Purchasing Its:

ALPHA ENGINEERING SERVICES, INC. ("CONTRACTOR")

Pago 1

PATRIOT COAL CORPORATION

GENERAL TERMS AND CONDITIONS

GENERAL TERM. 1. CONTRACTOR TO PROVIDE. Except as otherwise expressly stated herein, Confractor shall provide and pay for all materials, labor, tools, waiter, power and other items necessary to complete the work. Unless otherwise specified, all other items necessary to complete the work. Unless otherwise specified, all 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. S. SURVEYS, PERMITS, AND REGULATIONS, For work on its promises, 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 contractor shall only owner if any drawings and specifications are at variance.

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 adquately 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 uso any cloth rags on Owner's mino 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 dates of complation; the contract price shall be adjusted accordingly. All such orders and adjustments shall he in writing. Claims by Contractor for extra cost must be made 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 exprassly warrants all material and work covered herein to be of quantity, quelity, size, description and dimension specified, of good material and worknowship, morchantable or fit and sufficient for the purpose intended, and that all works and subcontractors shall be basiled 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-executes or replace any part of the work that faits to conform to the part of Owner, in which case, il Owner delocts are and subcontractor set and subcontractors and goods supplied by vendors and all purchase orders and subcontractors under the Contract stall contain provisions of this article apply to work done by subcontractors and goods supplied by vendors and all purchase of the set start repair of the work. The provisions of this article sophase to comparing the pay ment.

balance, Contractor shall pay the difference to Owner, and Owner may withhold all payments due. Remedies hereunder are in addition to other legal and equilable remedies.
9. LIENS. Paymant 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 materiats 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 not eutor aller the work of any other contractors. Contractor shall not endonger 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 diven 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 vchicle with an additional method of slowing the vehicle in the event the vehicle's primary braking system mailunctions. Examples of acceptable secondary reterding system for an use of the vchicle on the relative secondary reterding system they are not equipped to shill into a higher gaar at a high engine RPM, converter retarders and ground engagement implements. All vehicles owned or operated by Contractor's or Contractor's shall have the right to the orbiter retarding system or the remises in shell be requipped with a secondary brake retarding system of the vehicle. Owner shall have the right rating specified by the original menufacturer of that vehicle. Owner shall have the right to the obligation or duty, to inspect Contractor's or Contractor's shall have the right to properly be original menufacture of that vehicle is not properly equipped with a secondary brake retarding system or it exceed the right to properly equipped with a secondary brake retarding s

AD CONDITIONS 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, implemente and surplus materials from the site and leave any building broom-coan. 15. COMPLETION AND FINAL BILLING. Completion of all work under the Contract shall be evidenced by written expressed on the final bill, Contractor's final billing upon completion shall include statement of amounts withheld and any unsettled claims of 16. PERFORMANCE AND PAYMENT BOND. Contractor may be required to furnish bond covaring 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 reprove. 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.

shall be paid by Owner. 17. ASSIGNMENT. The Contract, and premium shall be paid by Contractor; if thereafter, it 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 willout the willon consent of Owner.

Investigative the two contract on any part may not be assigned by Contractor without the sasigned but the Contract or any part may not be assigned by Contractor without the willon consent of Owner.
INDEMNITY AND INSURANCE.
A. Contractor agrees to indomnify, 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 at claims, domages, losses and expenses, including atterney's fees and other legit expenses, by reason of liability imposed or claimed to be imposed by inv for dnnage because of bodily injury (including death) or on account of damage to proprietly, sustained by any person or parsons, arising out of or in consequence of the performance of the work colled for by the Contract whether or not such bodily injuries, death, or damage to property arise or are claimed to be averaging violation of any duty imposed by a statute, or ordinance or regulation, on the part of contractor alter and the antiperce or any other grounds of legal liability, including violation of any duty imposed by a statute, or ordinance or regulation, and the subcontractor (but excluding however, any liability caused by the sole negligence or willing the ison duties the law of the state wherein the work is to be performed.
Contractor shall behave of the state wherein the work is to be performed.
Employers' Liability Insurance with limits of \$1,000,000 Bodily liquiry and externed by any end state and expense during the state and proced programe and independent inght of action by an employee against an employer under common law.
Comprehensive Automobile Liability Insurance with limits of \$1,000,000 Bodily liquiry and Property Damage combined single limit.
C. Alt Insurance policies must contain an unqualified provision that the insurance rearge steps of such comparises.
D. All insurance policies shall name Owner, its parent, s

C. All insurance policies must contain an unqualities previous 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, affiliales and related companies, as additional insureds with respect to lesses or claims arising out of, or directly 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 further the primary coverage under the Contract.
F. Prior to commencement of any work hereunder, Contractor shall further to commencement of any work hereunder, Contractor shall further that the requirements of this Pergraph 17 have been satisfied.
19. EQUAL EMPLOYMENT OIPPORTUNITY. The non-discrimination clauses contained in Section 202 of Executive Order 11246, as amended by Executive Order 11375, religion, sex or national origin, and the implementing rules and regulations prescribed by the Sectionary of Labor are incorporated herein. If the price for any nuclease order (Contract bertander exceeds \$60,000 there must be in affect a special Addendum respecting EEO, as authorized by John L. Wilks, Director, Office of Federel Contract Compliance by letter dated June 1, 1970.
A. Contractor shall check all unaterials and labor entering into the shall be subject to examination as follows:

- 20. ACCOUNTS AND AUDIT. Contractor shall keep records which shall be subject to exemination 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 subject to Quines.
- successfully to open and a successfully to proper interface interregentiate and satisfactory to Owner. B. Owner shall have access to all of Contractor's books, records, correspondence, and othor papers relating to the Contract, as necessary to verify billings and to audit all payments. Contractor shall proscrive all such records for three years after final
- payments. Contractor shall proserve as such received an such received an approximation of 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 remarks.

remedies.. 21. UNAUTHORIZED DISCLOSURE, Contractor shall not without Owner's prior written 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 solid 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.

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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,

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Page 2

WV SOS - Business & Licensing - Service Of Process Search 44

Page 1 of 2

West Virginia Secretary of State - Online Data Services

Business & Licensing

Online Data Services Help

Service Of Process Search Item Detail

Back To Results | New Search

	Service Information
Civil Action	NML0008S
Defendant	Panther LLC
Agent	C. T. Corporation System
City/State/Zip	Charleston , WV 25313
Country	US - United States of America
County	Kanawha
Service Date	10/10/2012
	Delivery Information
Certified Number	9171923790001000762460
Delivered Date	10/15/2012 11:30:00 AM
Delivered	YES
Status Details	DELIVERED (Complete list of USPS status descriptions)
USPS Notice	USPS requires a signature whenever certified mail is returned to sender. When mail from the Secretary of State is returned, it is processed and signed by the state's central mailing office. If your mail was intended for a private entity (that is, anyone other than a state officer or agency) and the signature below is that of Kathy Thomas, Deanna Karlen, State of West Virginia, or Central Mailing Office, then your mail was NOT DELIVERED and will be returned to the clerk of the appropriate court.

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Back To Results | New Search

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Tuesday, October 30, 2012 - 9:24 AM

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WV SOS - Business & Licensing - Service Of Process Search

Page 1 of 2

West Virginia Secretary of State — Online Data Services

Business & Licensing

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Online Data Services Help

Service Of Process Search Item Detail

Back To Results | New Search

	Service Information	
Civil Action	NML0008V \$ 34,715.12	
Defendant	Patriot Coal Corporation	
Agent	C. T. Corporation System	
City/State/Zip	Charleston , WV 25313	
Country	US - United States of America	
County	Kanawha	
Service Date	10/10/2012	
	Delivery Information	
Certified Number	9171923790001000762491	
Delivered Date	10/15/2012 11:30:00 AM	
Delivered	YES	
Status Details	DELIVERED (Complete list of USPS status descriptions)	
USPS Notice	USPS requires a signature whenever certified mail is returned to sender. When mail from the Secretary of State is returned, it is processed and signed by the state's central mailing office. If your mail was intended for a private entity (that is, anyone other than a state officer or agency) and the signature below is that of Kathy Thomas, Deanna Karlen, State of West Virginia, or Central Mailing Office, then your mail was NOT DELIVERED and will be returned to the clerk of the appropriate court.	

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10/30/2012

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Case 12-51502	Doc 5482-5 Filed 05/02/14 Entered 05/02/14 11:59:53 Pg 20 of 31	Exhibit C
WV SOS - Busines	ss & Licensing - Service Of Process Search	Page 2 of 2
	Click the image below to view full size or for printing. Right c use Save As for saving to your computer.	lick and
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Signature Image	WV SECREYARY OF STATE The following Is the delivery information for Continue Main wave delivered on 10/16/2012 at 12:00 pm. In CHARLESTON, WV, 25313. The scanned image of the respects information is to evident below. Signoluro of Rucipiont:	
	Address of Recipions	
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Tuesday, October 30, 2012 - 9:22 AM

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Case 12-51502 Doc 5482-5 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit C Pg 21 of 31



ALPHA ENGINEERING SERVICES, INC. 216 BUSINESS STREET BECKLEY, WV 25801 PHONE (304) 255-4131 FAX (304) 255-4156 FEI# 55-0710736

Invoice

Date	Invoice #	
5/27/2011	20110083	

Bill To

Panther LLC Speed Mine Attn: Accounts Payable P.O. Box 66823 St Louis, MO 63166-6823

		P.O. No.	Terms	Project
			Net 30 days	
Quantity	Description	- Barbara	Rate	Amount
	Liberation Study Purcha	se Order		
2.5	Principal/PE		130.00	325.00
0.5	Project Manager/Senior Engine	er	105.00	52.50
46.5	Project Engr/Field Engr III		80.00	3,720.00
0.75	Drafter/CADD Operator II		65.00	48.75
12.75	Drafter/CADD Operator I		52.00	663.00
0.5	Clerical		30.00	15.00
1,800	Expenses - at cost		1.00	1,800.00
	Expenses at cost plus 12.5%		12.50%	225.00
481	Mileage		0.61	293.41

\$7,142.66

Case 12-51502 Doc 5482-5 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit C Pg 22 of 31

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ALPHA ENGINEERING SERVICES, INC. 216 BUSINESS STREET BECKLEY, WV 25801 PHONE (304) 255-4131 FAX (304) 255-4156 FEI# 55-0710736

Invoice

Date	Invoice #
5/27/2011	20110084

Bill To

Panther LLC Speed Mine Attn: Accounts Payable P.O. Box 66823 St Louis, MO 63166-6823

		P.O. No.	Terms	Project
		545683-	Net 30 days	100
Quantity		Description	Rate	Amount
	Plumbing Shaft	Purchase Order 54568	3-	
3	Principal/PE		130.0	0 390.00
	Project Manager/Ser	nior Engineer	105.0	0 3,176.25
	Project Engr/Field E	-	80.0	0 740.00
	Drafter/CADD Opera	-	65.0	0 585.00
	Survey Crew (2 perso		95.0	0 688.75
	Field Technician	,	50.0	0 62.50
1.200	Expenses - at cost		1.0	0 1,200.00
.,	Expenses at cost plu	s 12.5%	12.50	% 150.00
188	Mileage		0.6	1 114.68

Total

\$7,107.18

Case 12-51502 Doc 5482-5 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit C Pg 23 of 31



ALPHA ENGINEERING SERVICES, INC. 216 BUSINESS STREET BECKLEY, WV 25801 PHONE (304) 255-4131 FAX (304) 255-4156 FEI# 55-0710736

Invoice

Date	Invoice #
6/27/2011	20110110

Bill To

Panther LLC Speed Mine Attn: Accounts Payable P.O. Box 66823 St Louis, MO 63166-6823

		P.O. No.	Terms	Project
			Net 30 days	
Quantity	Description		Rate	Amount
* '	Methane Liberation Study PC	425852		
1,268	Methane Liberation Study PC Expenses - at cost	425852		1.00 1,268.00 .50% 158.50

Total

\$1,426.50

Case 12-51502 Doc 5482-5 Filed 05/02/14 Entered 05/02/14 11:59:53 Exhibit C Pg 24 of 31



F 9 ALPHA ENGINEERING SERVICES, INC. 216 BUSINESS STREET BECKLEY, WV 25801 PHONE (304) 255-4131 FAX (304) 255-4156 FEI# 55-0710736

Invoice

Invoice # Date 4/28/2012 20120088

Bill To

Panther LLC Speed Mine Attn: Accounts Payable P.O. Box 66823 St Louis, MO 63166-6823

			P.O. No.	Terms	Project
		S. S. And	6073642210	Net 30 days	
Quantity		Description		Rate	Amount
	Survey Project	Purchase Order	6073642210		
15.5	Project Manager	/Senior Engineer		105.0	0 1,627.50
3.5	Project Engr/Fie	ld Engr II		70.0	0 245.00
3.75	Drafter/CADD Op	perator II		65.0	0 243.75
59.75	Survey Crew (3 p	erson)		120.0	0 7,170.00
89.5	Expenses - at cos	st		1.0	0 89.50
	Expenses at cost	plus 12.5%		12.50	% 11.19
442	Mileage			0.6	1 404.43

Total

\$9,791.37

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ALPHA ENGINEERING SERVICES, INC. 216 BUSINESS STREET BECKLEY, WV 25801 PHONE (304) 255-4131 FAX (304) 255-4156 FEI# 55-0710736

Invoice

Date	Invoice #
6/26/2012	20120129

Bill To

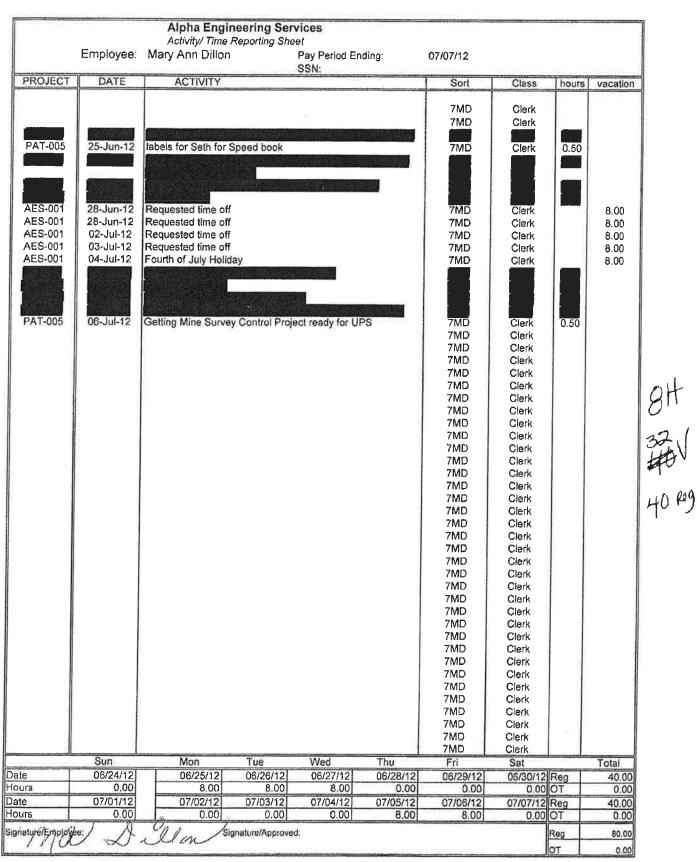
Panther LLC Speed Mine Attn: Accounts Payable P.O. Box 66823 St Louis, MO 63166-6823

		P.O. No.	Terms	Project
		6073642210	Net 30 days	
Quantity	Description		Rate	Amount
	Survey Project Purchase 607364-2210	Order		
	Project Engr/Field Engr III		80.	00 2,940.00
1	Project Engineer/Field Enginee	rl	65.	00 65.00
14.25	Survey Crew (2 person)		95.	00 1,353.75
	Professional Surveyor		90.	00 4,275.00
1,006	Mileage		0.	61 613.66

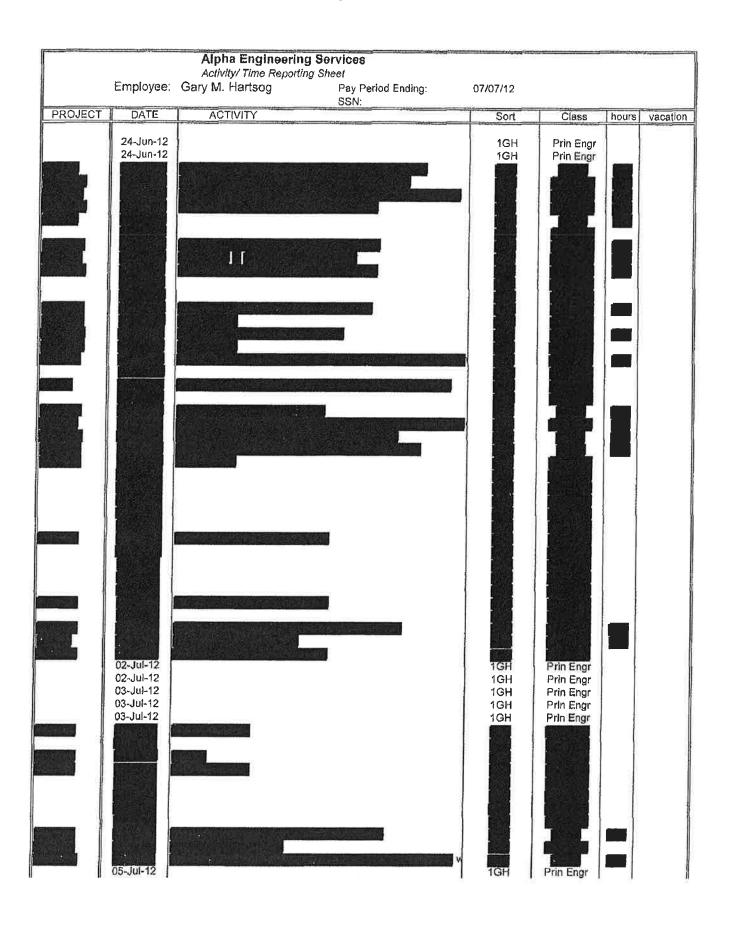
Total

\$9,247.41

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01 PAT-007 LIB-001 PAT-005 NTE-002		Review and check w PReview file; e-mail o Go through Eagle W	n delivery to M	Allaman		1GH 1GH 1GH 1GH 1GH 1GH 1GH 1GH	Prin Engr Prin Engr Prin Engr Prin Engr Prin Engr Prin Engr Prin Engr Prin Engr Prin Engr	1.50 1.50 2.60	
	Sun	Mon	Tue	Wed	Thu	1GH	Prin Engr Sat		Total
Date	06/24/12	06/25/12	06/26/12	06/27/12	06/28/12	06/29/12	06/30/12	Pog	40.00
Hours	2.50	11.00	14.00	19.60	5.00	13.00	0.00		25.00
Date	07/01/12	07/02/12	07/03/12	07/04/12	07/05/12	07/06/12	07/07/12	ananone reaction of the	34.50
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Signature/Emplo	oyee;	Sig	ature/Approved	j:	and the second	diam'r a san a	ofestation in the second	Reg	74.50
Chick Deckmanning of	1							от	25.00

Gary Hartsog

From:	Gary Hartsog <ghartsog@alphaengineer.com></ghartsog@alphaengineer.com>
Sent:	Saturday, July 07, 2012 4:36 PM
То:	Mark Allaman (mallaman@patriotcoal.com)
Subject:	Completion of Survey Project

Mark:

On Monday you should receive the survey report and data from the entire survey project. It was shipped UPS Ground to your attention. The tracking number is 1Z5A7E260394176504. You can track it on http://www.ups.com/

We are processing the last invoice now. It will be split into two invoice with one for June and one for July to get them into two different quarters. The first one is about \$8.3k and the other about \$9.2k. I know the power outage has hit you pretty hard so if you want me to hold the invoice another month I can, I would like to get it into the 3rd quarter for our purposes.

We appreciate the opportunity to work with you and Joe on this project. If you would please, keep us in mind for surveying and other work in the future, especially if you need help with any special projects. As they say, the difficult we do immediately and the impossible takes a little time.

Also, the next time you do any holes from the surface to the UG let us know how they hit.

Gary M. Hartsog, PE & PS Alpha Engineering Services, Inc. 216 Business Street Beckley, WV 25801 304-255-4131

ase 12-51502			Entered 05/02/14 11 31	L:59:53 Exhibit C
			Delivery Service IrInvoice dateJuly 14Invoice number00005/Shipper number5A7E20	4, 2012 N7E26282
Outbound			Page 3 of 3	
UPS Internet Shipping	9			
Pickup Date	Tracking Number	Service	ZIP Code Zone Weight	Billed Charge

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Date	Tracking Number	Service	Code Zone	Weight	Charge
07/06	1Z5A7E260394176504	Ground Commercial	25035 2	12	7,83
		Delivery Area Surcharge	- Extended		2.00
		Fuel Surcharge			0.79
		Total			10.62
	UserID: 3042554131				
	Sender : E Hartsog Alpha Engine 216 Business Beckley WV	ering Services Street 25801	Receiv	er: Mark Allaman Speed Mine 200 Remington Goal Lon o CABIN CRETER WV 39635	PA1005
					in the subscription
	ternet-ID: 3042554131				25,40
Total UPS Internet	t Shipping		3 Packag	ge(s)	25.40
otal Outbound			3 Packag		26.40

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ALPHA ENGINEERING SERVICES OFFICE MANAGER 216 BUSINESS ST BECKLEY, WV 25801-5904

Account Status Summary

Weekly Payment Plan

Amount Due This Period	\$ 25.40	
Amount Outstanding (prior invoices)	\$ 8.13	
Total Amount Outstanding	\$ 33.53	
Please include the Return Portion of each outstanding invoice with		
your payment. See Account Status for detail	lls.	

Questions about your charges?

To get a better understanding of the charges on your invoice, visit our invoice guide and glossary of billing charges at ups.com/involceguide.

Delivery Service Invoice Invoice date July 14, 2012

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Invoice number	00005A7E26282
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Control ID 531T Page 1 of 3

> Sign up for electronic billing todayl Visit ups.com/billing

For questions about your involce, call: (800) 811-1648 Monday - Friday 8:00 a.m. - 9:00 p.m. E.T.

or write: UPS P.O. Box 7247-0244 Philadelphia, PA 19170-0001

Thank you for using UPS. Summary of Charges

Page		Charge
	Outbound	-
3	UPS Internet Shipping	\$ 25.40
Amoun	t due this period	\$ 25.40

UPS payment terms require payment of this invoice by July 23, 2012.

Payments not received by August 6, 2012 are subject to a late fee of 6% of the Amount Due This Period. (Details in UPS Tariff, available at ups.com)

Note: This invoice may contain a fuel surcharge as described at ups.com. The published fuel surcharge is 8.0% for UPS Ground Services and 12.0% for UPS Air Services, UPS 3 Day Select, and International services. For more information, visit ups.com.

Pa SE	ц, щ
ALPHA ENGINEERING BECKLEY, WV 25802 United	Date 7/14/2012

BoRChecking

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