

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

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

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.

GROUND 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.

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

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

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

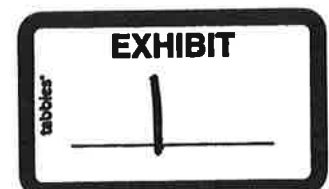


Exhibit B - Books & Records Claims

Omnibus Objection to Claims

**Patriot Coal Corporation
12-51502 (KSS)**

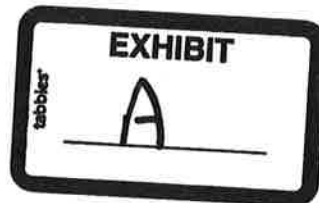
Note: Claims on the exhibit are sorted in alphabetical order based on the creditor name as listed on proof of claim form.

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

* Denotes an unliquidated component.

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

Type	Date	Num	P. O. #	Name	Terms	Due Date	Class	Aging	Open Balance
Invoice	05/28/2012	20120111	566748-0755-0002	Eastern Associated Coal Corp.	Net 30 days	06/27/2012		481	8,671.47
Invoice	06/26/2012	20120130	566748-0755-0002	Eastern Associated Coal Corp.	Net 30 days	07/26/2012		452	4,500.20
									13,171.67
									Total for Federal 2
Invoice	02/27/2012	20120032		Kanawha Eagle	Net 30 days	03/28/2012		572	8,609.54
Invoice	02/27/2012	20120033		Kanawha Eagle	Net 30 days	03/28/2012		572	29,303.97
Invoice	02/27/2012	20120034		Kanawha Eagle	Net 30 days	03/28/2012		572	18,266.24
Invoice	02/27/2012	20120035		Kanawha Eagle	Net 30 days	03/28/2012		572	43,841.42
Invoice	02/27/2012	20120036		Kanawha Eagle	Net 30 days	03/28/2012		572	2,741.55
Invoice	02/27/2012	20120037		Kanawha Eagle	Net 30 days	03/28/2012		572	2,351.83
Invoice	02/27/2012	20120038		Kanawha Eagle	Net 30 days	03/28/2012		572	7,012.80
Invoice	02/27/2012	20120039		Kanawha Eagle	Net 30 days	03/28/2012		572	2,483.72
Invoice	02/27/2012	20120040		Kanawha Eagle	Net 30 days	03/28/2012		572	9,587.37
Invoice	05/28/2012	20120115		Kanawha Eagle	Net 30 days	06/27/2012		481	347.50
Invoice	05/28/2012	20120116		Kanawha Eagle	Net 30 days	06/27/2012		481	13,181.15
Invoice	05/28/2012	20120117		Kanawha Eagle	Net 30 days	06/27/2012		481	2,958.68
Invoice	05/28/2012	20120118		Kanawha Eagle	Net 30 days	06/27/2012		481	2,782.95
Invoice	05/28/2012	20120119		Kanawha Eagle	Net 30 days	06/27/2012		481	35,241.27
Invoice	05/28/2012	20120120		Kanawha Eagle	Net 30 days	06/27/2012		481	1,689.21
Invoice	05/28/2012	20120121		Kanawha Eagle	Net 30 days	06/27/2012		481	210.00
Invoice	05/28/2012	20120122		Kanawha Eagle	Net 30 days	06/27/2012		481	2,959.61
Invoice	06/26/2012	20120140		Kanawha Eagle	Net 30 days	07/26/2012		452	15,217.70
Invoice	06/26/2012	20120141		Kanawha Eagle	Net 30 days	07/26/2012		452	5,115.97
Invoice	06/26/2012	20120142		Kanawha Eagle	Net 30 days	07/26/2012		452	5,975.49
Invoice	06/26/2012	20120143		Kanawha Eagle	Net 30 days	07/26/2012		452	3,319.29
Invoice	07/08/2012	20120161		Kanawha Eagle	Net 30 days	08/07/2012		440	551.46
Invoice	07/08/2012	20120162		Kanawha Eagle	Net 30 days	08/07/2012		440	261.56
Invoice	07/08/2012	20120160		Kanawha Eagle	Net 30 days	08/07/2012		440	1,311.25
									214,010.28
									215,321.53
									Recently added due to AES Audit
									total for KE w/o 20120160
									total for KE w/ 20120160
Invoice	05/27/2011	20110083	425652	Speed Mining	Net 30 days	06/26/2011		848	7,142.66
Invoice	05/27/2011	20110084	545683	Speed Mining	Net 30 days	06/26/2011		848	7,107.18
Invoice	06/27/2011	20110110	425652	Speed Mining	Net 30 days	07/27/2011		817	1,426.50
Invoice	04/28/2012	20120088	60736422-10	Speed Mining	Net 30 days	05/28/2012		511	9,791.37
Invoice	06/26/2012	20120129	60736422-10	Speed Mining	Net 30 days	07/26/2012		452	9,247.41
									34,715.12
									Total Claim for AES w/o Invoice
									261,897.07
									No. 20120160
									Total Claim for AES w/ Invoice No.
									263,208.32
									20120160



TOTAL
TOTAL

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, WV
Deed Tax 0.00
Recording Fee 14.00
TOTAL 14.00

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.



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.

MECHLN 61 387

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

Alpha Engineering Services, Inc.

By: [Signature]
Its President

State of West Virginia,
County of Raleigh;

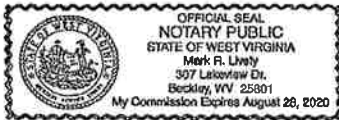
Gary Hartsog, being first duly sworn and under oath says that he is the
President of Alpha Engineering Services, Inc. and that the statements in the foregoing Notice
are true as he verily believes.

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

My commissioner expires: 8-28-20

seal:

[Signature]
Notary



Instrument prepared by:

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

RECHLN 51 398


EXHIBIT A

REC'D 61 310

EXHIBIT B

NOTICE OF MECHANIC'S LIEN

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


Doc ID: 001688400008 Type: LIE
Recorded: 10/12/2012 at 12:37:28 PM
Fee Amt: \$14.00 Page 1 of 8
Boone County Clerk
Gary W. Williams County Clerk
BK 6 Pg 736-743

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.

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

Alpha Engineering Services, Inc.

By: [Signature]
Its President

State of West Virginia,
County of Raleigh;

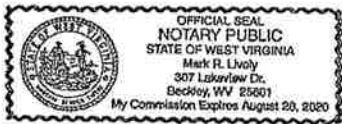
Gary Hartsog, being first duly sworn and under oath says that he is the President of Alpha Engineering Services, Inc. and that the statements in the foregoing Notice are true as he verily believes.

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

My commissioner expires: 8-28-20

seal:

[Signature]
Notary



Instrument prepared by:

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

EXHIBIT A

EXHIBIT B

PATRIOT COAL CORPORATION

MASTER PERFORMANCE AGREEMENT

MPA NO. - 5757

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

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

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

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

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

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

REQUIRED DOCUMENTS	OPERATING COMPANIES
Exhibit A - Certificate of Insurance	All Operating Companies listed on the MPA Supplier Checklist
Exhibit B - MSHA ID No.; Certificate of Compliance and Safety Laws and Regulations	All Operating Companies listed on the MPA Supplier Checklist, With Health and Safety Laws and Regulations
Exhibit C - Contractor's License; Certificate of Approval	The following Operating Companies with operations located in West Virginia: Colony Bay Coal Company; Seaton Coal Co.; Marlike 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; Parula 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: [Signature]
 Director Purchasing

ALPHA ENGINEERING SERVICES, INC. ("CONTRACTOR")
 By: [Signature]
 President

West Virginia Secretary of State — Online Data Services

Business & Licensing

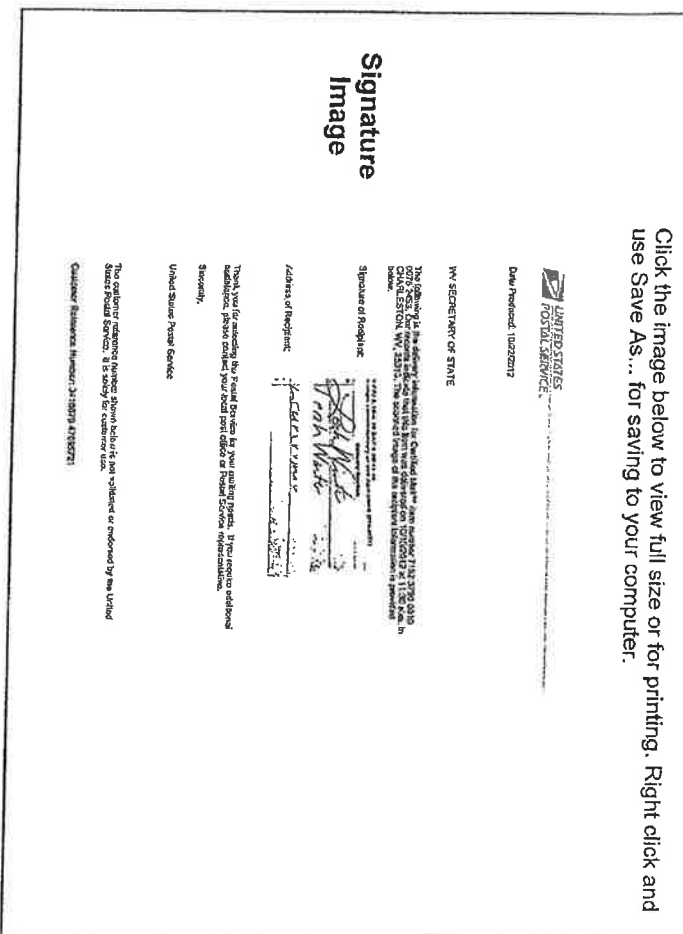
Online Data Services Help

Service Of Process Search Item Detail

[Back To Results](#) | [New Search](#)

Service Information	
Civil Action	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)
<p>USPS Notice</p> <p><i>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.</i></p>	

Click the image below to view full size or for printing. Right click and use Save As... for saving to your computer.



[Back To Results | New Search](#)

Printed from West Virginia Secretary of State Online Data Services web site:
<http://apps.sos.wv.gov>

Tuesday, October 30, 2012 — 9:18 AM
© 2012 State of West Virginia

West Virginia Secretary of State — Online Data Services

Business & Licensing

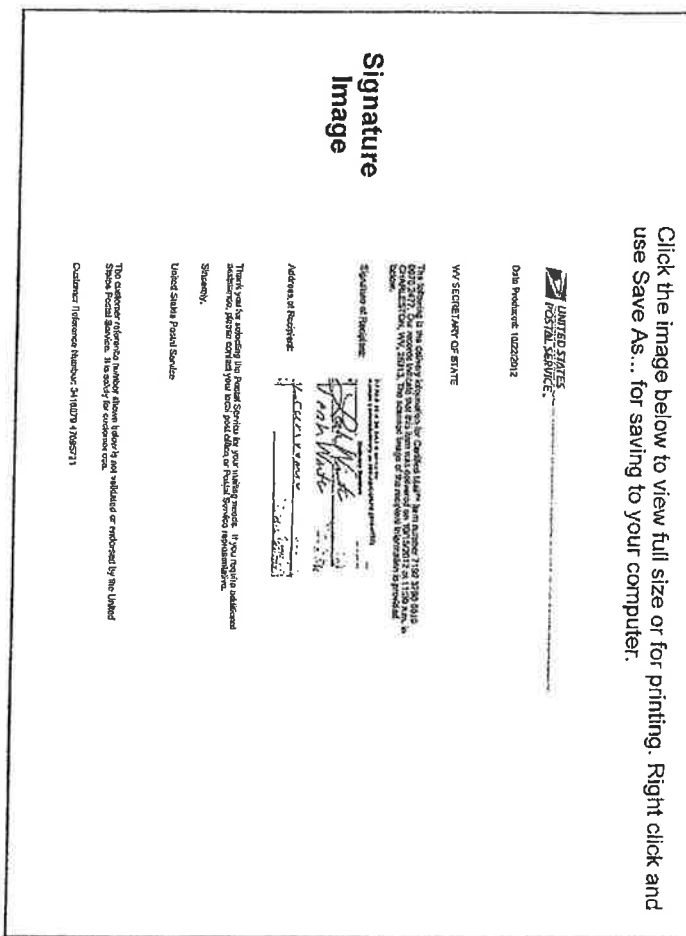
Online Data Services Help

Service Of Process Search Item Detail

[Back To Results](#) | [New Search](#)

Service Information	
Civil Action	NMI.0008T 214,010 58
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	9171923790001000762477
Delivered Date	10/15/2012 11:30:00 AM
Delivered	YES
Status Details	DELIVERED (Complete list of USPS status descriptions)
USPS Notice	
<p><i>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.</i></p>	

Click the image below to view full size or for printing. Right click and use Save As... for saving to your computer.



[Back To Results](#) | [New Search](#)

Printed from West Virginia Secretary of State Online Data Services web site:
<http://apps.sos.wv.gov>

Tuesday, October 30, 2012 — 9:20 AM
© 2012 State of West Virginia

AMENDED NOTICE OF MECHANIC'S LIEN

TO: 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

MECHLN 61 433
Recorded In Above Book and Page
02/07/2013 04:02:31 PM
Vera J. McCormick
County Clerk
Kanawha County, WV
Deed Tax 0.00
Recording Fee 14.00
TOTAL 14.00

NOTICE IS HEREBY GIVEN, in accordance with the laws of the State of West Virginia, that the undersigned claims a lien to secure the payment of the sum of \$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 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 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 \$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 Exhibit A, 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

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.*

NECHLN 61 435

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

Alpha Engineering Services, Inc.

By Gary M. Hartsog
Its President

State of West Virginia,
County of Raleigh;

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

Taken, subscribed and sworn to before me this 4th day of February, 2013.

My commissioner expires: August 28, 2020

seal:

Mark R. Lively
Notary



Instrument prepared by:

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

MECHLN 61 437



PATRIOT COAL CORPORATION

MPA NO. - 5757

MASTER PERFORMANCE AGREEMENT

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

1. **Binding Contract.** Upon the issuance of a Purchase Order ("P.O.") by Owner, Contractor shall be bound to perform work and/or services for Owner in accordance with the attached "General Terms and Conditions" and the scope of work; starting and completion dates; pricing and payment terms; and any additional terms agreed to by Owner and Contractor that are set forth on the front side of the P.O. (hereinafter such terms and conditions contained in this MPA and on the front side of the issued P.O. shall be referred to as the "Contract"). The effective date of the Contract shall be the date the P.O. is issued by Owner. In case any of the terms and conditions of the Contract conflict with the terms and conditions on the backside of the P.O. or any conditions contained in any document furnished by Contractor, the provisions of the Contract shall prevail.
2. **Term:** This MPA shall have an initial term of one (1) year, effective as of the date first written above, and shall automatically renew on a year-to-year basis thereafter; provided, however, either party shall have the right to terminate this MPA upon thirty (30) days' prior written notice to the other party. Provided further, that the termination of this MPA shall not terminate any existing Contract under which work is currently being performed by Contractor.
3. **Assignment of Work:** This MPA sets forth the general terms and conditions under which work and/or services shall be performed by Contractor when, and if, requested by Owner during the term hereof, but in no way guarantees that Contractor will be assigned any work. Each assignment of work to Contractor hereunder shall be made by the issuance of a P.O. by Owner. Each such P.O. shall identify this MPA by number and shall provide, at a minimum, the following terms and conditions that will supplement the general terms and conditions set forth on the attachment to this MPA: (a) starting and completion dates; (b) price and payment terms; and (c) scope of work.
4. **Subcontracting.** If Contractor desires to use a subcontractor in the performance of work and/or services for Owner pursuant to the Contract, Contractor must first obtain the prior written approval of Owner's representative in PATRIOT's Materials Management Department by executing and returning for PATRIOT's approval a copy of the "Permission to Subcontract" that is attached hereto as Exhibit E.
5. **Required Documents.** As of the date first written above, and upon the subsequent request of PATRIOT, Contractor shall provide PATRIOT with copies of the documents identified in the exhibits below for those Operating Companies identified on the MPA Supplier Checklist for whom Contractor might be selected to perform work and/or services for. The required documents are hereby incorporated in this MPA and made a part hereof and shall also become a part of the Contract.

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

WITNESS the following signatures executed in duplicate.

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

By: Larry Yoder
Its: Director Purchasing

ALPHA ENGINEERING SERVICES, INC.
("CONTRACTOR")

By: [Signature]
Its: President

PATRIOT COAL CORPORATION

GENERAL TERMS AND CONDITIONS

1. CONTRACTOR TO PROVIDE. Except as otherwise expressly stated herein, Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work. Unless otherwise specified, all materials shall be new and workers qualified in their respective trades.
2. ROYALTIES AND PATENTS. Contractor shall pay all royalties and license fees, and shall defend all suits or claims for infringement of any patent, trademark or copyright rights arising out of purchase of any item hereunder and shall save Owner harmless from loss on account thereof.
3. SURVEYS, PERMITS, AND REGULATIONS. For work on its premises, Owner shall furnish all surveys, permits and licenses necessary for such work shall be secured and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by Owner. Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify Owner if any drawings and specifications are at variance therewith.
4. PROTECTION OF WORK, PROPERTY, AND PERSONS; NO CLOTH RAGS. If work is to be done on Owner's premises, Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to its act or neglect. Contractor shall not use any cloth rags on Owner's mine premises in connection with the work to be provided under this Contract.
5. INSPECTION. Owner shall have the right at all times to inspect the work or preparation of goods and articles to be delivered.
6. CHANGES IN WORK OR PRICE. Owner may order changes in the work or dates of completion; the contract price shall be adjusted accordingly. All such orders and adjustments shall be in writing. Claims by Contractor for extra cost must be made in writing before executing the work or preparing goods involved, or within 10 days of any occurrence claimed as a basis for extra compensation.
7. WARRANTY OF GOODS AND WORK; CORRECTION OF WORK. Contractor expressly warrants all material and work covered herein to be of quantity, quality, size, description and dimension specified, of good material and workmanship, merchantable or fit and sufficient for the purpose intended, and that all workers and subcontractors shall be skilled in their trades. Such warranty shall not be deemed waived by either receipt or acceptance of, nor payment for the work. Contractor shall, if requested by Owner, promptly re-execute or replace any part of the work that fails to conform to the requirements of the Contract except where defects are due entirely to negligence on the part of Owner. In which case, if Owner elects to have Contractor remedy the defects, Owner will pay Contractor for its reasonable and necessary expenses for such repair of the work. The provisions of this article apply to work done by subcontractors and goods supplied by vendors and all purchase orders and subcontractors under the Contract shall contain provisions necessary to carry out these requirements.
8. OWNER'S RIGHT TO TERMINATE CONTRACT. If Contractor fails to progress, or to make timely performance or to perform any provision of the Contract, Owner, after seven days written notice to Contractor and its surety, if any, may without prejudice to any other remedy it may have, make good the deficiencies and may deduct the cost thereof from the payment then or hereafter due Contractor or, at its option, may terminate the Contract and take possession of all materials, tools, and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to Contractor, but, if such expense exceeds such unpaid balance, Contractor shall pay the difference to Owner, and Owner may withhold all payments due. Remedies hereunder are in addition to other legal and equitable remedies.
9. LIENS. Payment shall not be due until Contractor has delivered to Owner a complete release of all liens arising out of the Contract, or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to Owner indemnifying against any lien.
10. SEPARATE CONTRACTS. Owner may do other work or let other contracts involving the work and Contractor shall cooperate with Owner and other contractors. Contractor shall not endanger any work by cutting, excavating or otherwise altering such work, and shall not cut or alter the work of any other contractor, without consent of Owner.
11. SECONDARY BRAKES; GROSS VEHICLE WEIGHT RATING. Any vehicle driven by an employee, agent or subcontractor of Contractor onto the Premises shall be equipped with a secondary brake retarding system that will provide the operator of the vehicle with an additional method of slowing the vehicle in the event the vehicle's primary braking system malfunctions. Examples of acceptable secondary retarding systems include, but are not limited to, drive shaft brakes, exhaust brakes, "Jake" brakes, manual transmissions (low gear), automatic transmissions (low gear - provided that they are not equipped to shift into a higher gear at a high engine RPM), converter retarders and ground engagement implements. All vehicles owned or operated by Contractor or Contractor's subcontractor that enter onto the Premises shall not exceed the gross vehicle weight rating specified by the original manufacturer of that vehicle. Owner shall have the right, but no obligation or duty, to inspect Contractor's or Contractor's subcontractor's vehicles for compliance hereunder. Owner shall have the right to prohibit any vehicle from entering the Premises if said vehicle is not properly equipped with a secondary brake retarding system or it exceeds the manufacturer's gross vehicle weight rating.
12. COMPLIANCE WITH LAWS. Contractor warrants that all goods delivered and services performed under the Contract shall comply with all Federal, state and other applicable laws and regulations, including, but not limited to safety, retention and pollution control laws, and with building codes.
13. OWNER'S REPRESENTATIVE. Owner's Mine Superintendent (or other representative designated by Owner) shall represent Owner during the work, or preparation of goods and articles under the Contract. He has authority to stop the work if necessary to insure its proper execution. He shall certify on behalf of Owner when payments under the Contract are due and the amounts to be paid. He shall make decisions on all claims of Contractor.
14. CLEANING UP. Contractor shall keep Owner's premises free from accumulation of waste material and rubbish and at completion of any work shall remove all rubbish, implements and surplus materials from the site and leave any building broom-clean.
15. COMPLETION AND FINAL BILLING. Completion of all work under the Contract shall be evidenced by written approval of Owner's Representative as to completion without defects. Such approval may be endorsed on the final bill. Contractor's final billing upon completion shall include statement of amounts withheld and any unsettled claims of Contractor for which payment is requested.
16. PERFORMANCE AND PAYMENT BOND. Contractor may be required to furnish bond covering the faithful performance of the Contract, and the payment of all Contractor's obligations arising under the Contract, in the form and with the sureties as Owner may approve. If the bond is required by instruction given before submission of bid or the award of the Contract, the premium shall be paid by Contractor; if thereafter, it shall be paid by Owner.
17. ASSIGNMENT. The Contract shall be binding upon the parties, their successors and assigns, but the Contract or any part may not be assigned by Contractor without the written consent of Owner.
18. INDEMNITY AND INSURANCE.
 - A. Contractor agrees to indemnify, defend, and hold harmless Owner, its parent, subsidiaries, affiliates and related companies and the officers, directors, shareholders and employees of such companies (collectively "Owner") against any and all claims, damages, losses and expenses, including attorney's fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law for damage because of bodily injury (including death) or on account of damage to property, sustained by any person or persons, arising out of or in consequence of the performance of the work called for by the Contract whether or not such bodily injuries, death, or damage to property arise or are claimed to have arisen in whole or in part out of the negligence or any other grounds of legal liability, including violation of any duty imposed by a statute, or ordinance or regulation, on the part of Contractor, the subcontractors, and the employees or agents of Contractor and the subcontractor (but excluding however, any liability caused by the sole negligence or willful misconduct of employees or agents of Owner).
 - B. Contractor shall obtain and continue in force, during the term of the Contract, at its own expense, the following insurance coverages:
 1. Workers' Compensation and Occupational Disease Disability Insurance as required by the laws of the state wherein the work is to be performed.
 2. Employers' Liability Insurance with limits of \$500,000 each occurrence, unless the laws of the state in which the work is to be performed precludes an independent right of action by an employee against an employer under common law.
 3. Comprehensive Automobile Liability Insurance with limits of \$1,000,000 Bodily Injury and Property Damage combined single limit.
 4. Comprehensive General Liability and Property Damage Insurance including Operations, Protective, Products/Completed Operations, Broad Form Property Damage, and Contractual Liability coverages with limits of \$1,000,000 Bodily Injury and Property Damage combined single limit.
 - C. All insurance policies must contain an unqualified provision that the insurance carrier will give Owner 30 days prior notice in writing of any cancellation, change or lapse of such policy(s).
 - D. All insurance policies shall name Owner, its parent, subsidiaries, affiliates and related companies, as additional insureds with respect to losses or claims arising out of, or directly or indirectly related to, the performance of this Contract.
 - E. The parties hereto acknowledge that Contractor's insurance shall be the primary coverage under the Contract.
 - F. Prior to commencement of any work hereunder, Contractor shall furnish to Owner (in form satisfactory to Owner) a Certificate of Insurance showing that the requirements of this Paragraph 17 have been satisfied.
19. EQUAL EMPLOYMENT OPPORTUNITY. The non-discrimination clauses contained in Section 202 of Executive Order 11246, as amended by Executive Order 11376, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated herein. If the price for any purchase order generated hereunder exceeds \$50,000 there must be in effect a special Addendum respecting EEO, as authorized by John L. Wilks, Director, Office of Federal Contract Compliance by letter dated June 1, 1970.
20. ACCOUNTS AND AUDIT. Contractor shall keep records which shall be subject to examination as follows:
 - A. Contractor shall check all materials and labor entering into the work, and shall keep such full and detailed accounts as necessary to proper financial management and satisfactory to Owner.
 - B. Owner shall have access to all of Contractor's books, records, correspondence, and other papers relating to the Contract, as necessary to verify billings and to audit all payments. Contractor shall preserve all such records for three years after final payment under the Contract.
 - C. If Owner's audit shall establish that Contractor has been paid any sums which were improper or in excess of any balance due, Contractor will refund any such amounts immediately upon demand. If not refunded, Owner may recover such amounts by withholding any other payment due to Contractor in addition to all other legal remedies.
21. UNAUTHORIZED DISCLOSURE. Contractor shall not without Owner's prior written consent, publish or communicate to others any information or data with respect to the Contract. Contractor shall not, without said consent, use or allow the use, whether in writing or in oral form, by its employees, agents or subcontractors, of Owner's name, trademarks, logos, publications, photographs of Owner's facilities or equipment, or Contractor's and Owner's business relationship, in connection with marketing or business activity.

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

FEB 07 2013


Teste: *Debra J. McComick*, Clerk

Kanawha County Commission

AMENDED NOTICE OF MECHANIC'S LIEN

TO: 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


Doc ID: 001615380008 Type: LIE
Recorded: 02/08/2013 at 01:10:58 PM
Fee Amt: \$14.00 Page 1 of 8
Boone County Clerk
Gary W. Williams County Clerk
BK 6 Pg 768-775

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 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 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 \$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 Exhibit A, 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

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.*

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

Alpha Engineering Services, Inc.

By: Gary M. Hartsog
President

State of West Virginia,
County of Raleigh;

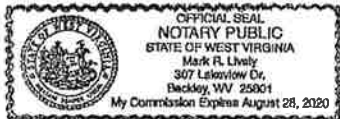
Gary Hartsog, being first duly sworn and under oath says that he is the President of Alpha Engineering Services, Inc. and that the statements in the foregoing Notice are true as he verily believes.

Taken, subscribed and sworn to before me this 4th day of February, 2013.

My commissioner expires: August 28, 2020

seal:

Mark R. Lively
Notary



Instrument prepared by:

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

EXHIBIT A

EXHIBIT B

PATRIOT COAL CORPORATION

MPA NO. - 5757

MASTER PERFORMANCE AGREEMENT

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

1. **Binding Contract:** Upon the issuance of a Purchase Order ("P.O.") by Owner, Contractor shall be bound to perform work and/or services for Owner in accordance with the attached "General Terms and Conditions" and the scope of work; starting and completion dates; pricing and payment terms; and any additional terms agreed to by Owner and Contractor that are set forth on the front side of the P.O. (hereinafter such terms and conditions contained in this MPA and on the front side of the issued P.O. shall be referred to as the "Contract"). The effective date of the Contract shall be the date the P.O. is issued by Owner. In case any of the terms and conditions of the Contract conflict with the terms and conditions on the backside of the P.O. or any conditions contained in any document furnished by Contractor, the provisions of the Contract shall prevail.
2. **Term:** This MPA shall have an initial term of one (1) year, effective as of the date first written above, and shall automatically renew on a year-to-year basis thereafter; provided, however, either party shall have the right to terminate this MPA upon thirty (30) days' prior written notice to the other party. Provided further, that the termination of this MPA shall not terminate any existing Contract under which work is currently being performed by Contractor.
3. **Assignment of Work:** This MPA sets forth the general terms and conditions under which work and/or services shall be performed by Contractor when, and if, requested by Owner during the term hereof, but in no way guarantees that Contractor will be assigned any work. Each assignment of work to Contractor hereunder shall be made by the issuance of a P.O. by Owner. Each such P.O. shall identify this MPA by number and shall provide, at a minimum, the following terms and conditions that will supplement the general terms and conditions set forth on the attachment to this MPA: (a) starting and completion dates; (b) price and payment terms; and (c) scope of work.
4. **Subcontracting:** If Contractor desires to use a subcontractor in the performance of work and/or services for Owner pursuant to the Contract, Contractor must first obtain the prior written approval of Owner's representative in PATRIOT's Materials Management Department by executing and returning for PATRIOT's approval a copy of the "Permission to Subcontract" that is attached hereto as Exhibit E.
5. **Required Documents:** As of the date first written above, and upon the subsequent request of PATRIOT, Contractor shall provide PATRIOT with copies of the documents identified in the exhibits below for those Operating Companies identified on the MPA Supplier Checklist for whom Contractor might be selected to perform work and/or services for. The required documents are hereby incorporated in this MPA and made a part hereof and shall also become a part of the Contract.

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

WITNESS the following signatures executed in duplicate.

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

By: Larry Yates
 Its: Director Purchasing

ALPHA ENGINEERING SERVICES, INC. ("CONTRACTOR")

By: [Signature]
 Its: President

PATRIOT COAL CORPORATION

GENERAL TERMS AND CONDITIONS

1. **CONTRACTOR TO PROVIDE.** Except as otherwise expressly stated herein, Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work. Unless otherwise specified, all materials shall be new and workers qualified in their respective trades.
2. **ROYALTIES AND PATENTS.** Contractor shall pay all royalties and license fees, and shall defend all suits or claims for infringement of any patent, trademark or copyright rights arising out of purchase of any item hereunder and shall save Owner harmless from loss on account thereof.
3. **SURVEYS, PERMITS, AND REGULATIONS.** For work on its premises, Owner shall furnish all surveys, permits and licenses necessary for such work shall be secured and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by Owner. Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify Owner if any drawings and specifications are in variance therewith.
4. **PROTECTION OF WORK, PROPERTY, AND PERSONS; NO CLOTH RAGS.** If work is to be done on Owner's premises, Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to its act or neglect. Contractor shall not use any cloth rags on Owner's mine premises in connection with the work to be provided under this Contract.
5. **INSPECTION.** Owner shall have the right at all times to inspect the work or preparation of goods and articles to be delivered.
6. **CHANGES IN WORK OR PRICE.** Owner may order changes in the work or dates of completion; the contract price shall be adjusted accordingly. All such orders and adjustments shall be in writing. Claims by Contractor for extra cost must be made in writing before executing the work or preparing goods involved, or within 10 days of any occurrence claimed as a basis for extra compensation.
7. **WARRANTY OF GOODS AND WORK; CORRECTION OF WORK.** Contractor expressly warrants all material and work covered herein to be of quantity, quality, size, description and dimension specified, of good material and workmanship, merchantable or fit and sufficient for the purpose intended, and that all workers and subcontractors shall be skilled in their trades. Such warranty shall not be deemed waived by either receipt or acceptance of, nor payment for the work. Contractor shall, if requested by Owner, promptly re-execute or replace any part of the work that fails to conform to the requirements of the Contract except where defects are due entirely to negligence on the part of Owner. In which case, if Owner elects to have Contractor remedy the defects, Owner will pay Contractor for its reasonable and necessary expenses for such repair of the work. The provisions of this article apply to work done by subcontractors and goods supplied by vendors and all purchase orders and subcontractors under the Contract shall contain provisions necessary to carry out these requirements.
8. **OWNER'S RIGHT TO TERMINATE CONTRACT.** If Contractor fails to progress, or to make timely performance or to perform any provision of the Contract, Owner, after seven days written notice to Contractor and its surety, if any, may without prejudice to any other remedy it may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor or, at its option, may terminate the Contract and take possession of all materials, tools, and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to Contractor, but, if such expense exceeds such unpaid balance, Contractor shall pay the difference to Owner, and Owner may withhold all payments due. Remedies hereunder are in addition to other legal and equitable remedies.
9. **LIENS.** Payment shall not be due until Contractor has delivered to Owner a complete release of all liens arising out of the Contract, or receipt in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to Owner indemnifying against any lien.
10. **SEPARATE CONTRACTS.** Owner may do other work or for other contracts involving the work and Contractor shall cooperate with Owner and other contractors. Contractor shall not endanger any work by cutting, excavating or otherwise altering such work, and shall not cut or alter the work of any other contractor, without consent of Owner.
11. **SECONDARY BRAKES; GROSS VEHICLE WEIGHT RATING.** Any vehicle driven by an employee, agent or subcontractor of Contractor onto the Premises shall be equipped with a secondary brake retarding system that will provide the operator of the vehicle with an additional method of slowing the vehicle in the event the vehicle's primary braking system malfunctions. Examples of acceptable secondary retarding systems include, but are not limited to, drive shaft brakes, exhaust brakes, "Jake" brakes, manual transmissions (low gear), automatic transmissions (low gear - provided that they are not equipped to shift into a higher gear at a high engine RPM), converter retarders and ground engagement implements. All vehicles owned or operated by Contractor or Contractor's subcontractor that enter onto the Premises shall not exceed the gross vehicle weight rating specified by the original manufacturer of that vehicle. Owner shall have the right, but no obligation or duty, to inspect Contractor's or Contractor's subcontractor's vehicles for compliance hereunder. Owner shall have the right to prohibit any vehicle from entering the Premises if said vehicle is not properly equipped with a secondary brake retarding system or it exceeds the manufacturer's gross vehicle weight rating.
12. **COMPLIANCE WITH LAWS.** Contractor warrants that all goods delivered and services performed under the Contract shall comply with all Federal, state and other applicable laws and regulations, including, but not limited to safety, reclamation and pollution control laws, and with building codes.
13. **OWNER'S REPRESENTATIVE.** Owner's Mine Superintendent (or other representative designated by Owner) shall represent Owner during the work, or preparation of goods and articles under the Contract. He has authority to stop the work if necessary to insure its proper execution. He shall certify on behalf of Owner when payments under the Contract are due and the amounts to be paid. He shall make decisions on all claims of Contractor.
14. **CLEANING UP.** Contractor shall keep Owner's premises free from accumulation of waste material and rubbish and at completion of any work shall remove all rubbish, implements and surplus materials from the site and leave any building broom-clean.
15. **COMPLETION AND FINAL BILLING.** Completion of all work under the Contract shall be evidenced by written approval of Owner's Representative as to completion without defects. Such approval may be endorsed on the final bill. Contractor's final billing upon completion shall include statement of amounts withheld and any unsettled claims of Contractor for which payment is requested.
16. **PERFORMANCE AND PAYMENT BOND.** Contractor may be required to furnish bond covering the faithful performance of the Contract, and the payment of all Contractor's obligations arising under the Contract, in the form and with the sureties as Owner may approve. If the bond is required by instruction given before submission of bids or the award of the Contract, the premium shall be paid by Contractor; if thereafter, it shall be paid by Owner.
17. **ASSIGNMENT.** The Contract shall be binding upon the parties, their successors and assigns, but the Contract or any part may not be assigned by Contractor without the written consent of Owner.
18. **INDEMNITY AND INSURANCE.**
 - A. Contractor agrees to indemnify, defend, and hold harmless Owner, its parent, subsidiaries, affiliates and related companies and the officers, directors, shareholders and employees of such companies (collectively "Owner") against any and all claims, damages, losses and expenses, including attorney's fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law for damage because of bodily injury (including death) or on account of damage to property, sustained by any person or persons, arising out of or in consequence of the performance of the work called for by the Contract whether or not such bodily injury or in part out of the negligence or any other grounds of legal liability, including violation of any duty imposed by a statute, or ordinance or regulation, on the part of Contractor, the subcontractors, and the employees or agents of Contractor and the subcontractor (but excluding however, any liability caused by the sole negligence or willful misconduct of employees or agents of Owner).
 - B. Contractor shall obtain and continue in force, during the term of the Contract, at its own expense, the following insurance coverages:
 1. Workers' Compensation and Occupational Disease Disability Insurance as required by the laws of the state wherein the work is to be performed.
 2. Employers' Liability Insurance with limits of \$500,000 each occurrence, unless the laws of the state in which the work is to be performed precludes an independent right of action by an employee against an employer under common law.
 3. Comprehensive Automobile Liability Insurance with limits of \$1,000,000 Bodily Injury and Property Damage combined single limit.
 4. Comprehensive General Liability and Property Damage Insurance including Operations, Protective, Products/Completed Operations, Broad Form Property Damage, and Contractual Liability coverages with limits of \$1,000,000 Bodily Injury and Property Damage combined single limit.
 - C. All insurance policies must contain an unqualified provision that the insurance carrier will give Owner 30 days prior notice in writing of any cancellation, change or lapse of such policy(s).
 - D. All insurance policies shall name Owner, its parent, subsidiaries, affiliates and related companies, as additional insureds with respect to losses or claims arising out of, or directly or indirectly related to, the performance of this Contract.
 - E. The parties hereto acknowledge that Contractor's insurance shall be the primary coverage under the Contract.
 - F. Prior to commencement of any work hereunder, Contractor shall furnish to Owner (in form satisfactory to Owner) a Certificate of Insurance showing that the requirements of this Paragraph 18 have been satisfied.
19. **EQUAL EMPLOYMENT OPPORTUNITY.** The non-discrimination clauses contained in Section 202 of Executive Order 11246, as amended by Executive Order 11076, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated herein. If the price for any purchase order generated hereunder exceeds \$50,000 there must be in effect a special Addendum respecting EEO, as authorized by John L. Wilks, Director, Office of Federal Contract Compliance by labor dated June 1, 1970.
20. **ACCOUNTS AND AUDIT.** Contractor shall keep records which shall be subject to examination as follows:
 - A. Contractor shall check all materials and labor entering into the work, and shall keep such full and detailed accounts as necessary to proper financial management and satisfactory to Owner.
 - B. Owner shall have access to all of Contractor's books, records, correspondence, and other papers relating to the Contract, as necessary to verify billings and to audit all payments. Contractor shall preserve all such records for three years after final payment under the Contract.
 - C. If Owner's audit shall establish that Contractor has been paid any sums which were improper or in excess of any balance due, Contractor will refund any such amounts immediately upon demand. If not refunded, Owner may recover such amounts by withholding any other payment due to Contractor in addition to all other legal remedies.
21. **UNAUTHORIZED DISCLOSURE.** Contractor shall not without Owner's prior written consent, publish or communicate to others any information or data with respect to the Contract. Contractor shall not, without said consent, use or allow the use, whether in writing or in oral form, by its employees, agents or subcontractors, of Owner's name, trademarks, logos, publications, photographs of Owner's facilities or equipment, or Contractor's and Owner's business relationship, in connection with marketing or business activity.



ALPHA ENGINEERING SERVICES, INC.
 216 BUSINESS STREET
 BECKLEY, WV 25801
 PHONE (304) 255-4131 FAX (304) 255-4168
 FEIN 55-0710736

Invoice

Date	Invoice #
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 Engineer	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



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
3	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



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

Invoice

Date	Invoice #
2/27/2012	20120034

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. 2

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
6	Project Engr/Field Engr III	80.00	480.00
52.5	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
916	Mileage	0.61	558.76

Total \$18,266.24

α ALPHA ENGINEERING SERVICES, INC.
 216 BUSINESS STREET
 BECKLEY, WV 25801
 PHONE (304) 255-4131 FAX (304) 255-4156
 FEIN 56-0710736

Invoice

Date	Invoice #
2/27/2012	20120035

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			
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



ALPHA ENGINEERING SERVICES, INC.
 216 BUSINESS STREET
 BECKLEY, WV 25801
 PHONE (304) 256-4131 FAX (304) 256-4156
 FEIN 55-0710738

Invoice

Date	Invoice #
2/27/2012	20120036

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		
25.5	Project Manager/Senior Engineer	105.00	2,677.50
	105 Mileage	0.61	64.05

Total \$2,741.55

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

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



ALPHA ENGINEERING SERVICES, INC.
 218 BUSINESS STREET
 BECKLEY, WV 26801
 PHONE (304) 255-4131 FAX (304) 255-4166
 FEIN 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
15	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



ALPHA ENGINEERING SERVICES, INC.
 216 BUSINESS STREET
 BECKLEY, WV 25801
 PHONE (304) 255-4131 FAX (304) 255-4168
 FEI# 59-0710738

Invoice

Date	Invoice #
2/27/2012	20120039

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

6	Principal/PE	130.00	780.00
7.25	Project Manager/Senior Engineer	105.00	761.25
5.5	Senior Analyst	105.00	577.50
5.75	Field Technician	50.00	287.50
127	Mileage	0.61	77.47

Total \$2,483.72



ALPHA ENGINEERING SERVICES, INC.
 216 BUSINESS STREET
 BECKLEY, WV 25801
 PHONE (304) 255-4181 FAX (304) 255-4186
 FEIN 55-0710736

Invoice

Date	Invoice #
2/27/2012	20120040

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
----------	-------------	------	--------

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



ALPHA ENGINEERING SERVICES, INC.
 218 BUSINESS STREET
 BECKLEY, WV 26801
 PHONE (304) 255-4131 FAX (304) 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		
3	Senior Analyst	105.00	315.00
0.5	Drafter/CADD Operator II	65.00	32.50

Total \$347.50



ALPHA ENGINEERING SERVICES, INC.
 216 BUSINESS STREET
 BECKLEY, WV 25801
 PHONE (304) 265-4191 FAX (304) 265-4150
 FEI# 65-0710736

Invoice

Date	Invoice #
5/28/2012	20120116

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 Mine

8.5	Principal/PE	130.00	1,105.00
55.5	Project Manager/Senior Engineer	105.00	5,827.50
9.5	Senior Analyst	105.00	997.50
11.5	Project Engr/Field Engr II	70.00	805.00
37.25	Drafter/CADD Operator II	65.00	2,421.25
9.75	Survey Crew (2 person)	95.00	926.25
7	Field Technician	50.00	350.00
7.5	Clerical	30.00	225.00
294.67	Expenses - at cost	1.00	294.67
	Expenses at cost plus 12.5%	12.50%	36.83
315	Mileage	0.61	192.15

Total \$13,181.15

α ALPHA ENGINEERING SERVICES, INC.
 216 BUSINESS STREET
 BECKLEY, WV 25801
 PHONE (304) 255-4131 FAX (304) 255-4198
 FEIN 55-0710736

Invoice

Date	Invoice #
5/28/2012	20120117

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
----------	-------------	------	--------

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



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

Invoice

Date	Invoice #
5/28/2012	20120118

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. 2

7.75	Project Manager/Senior Engineer	105.00	813.75
4	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



ALPHA ENGINEERING SERVICES, INC.
 216 BUSINESS STREET
 BECKLEY, WV 26801
 PHONE (304) 255-4131 FAX (304) 255-4156
 PEIR 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	130.00	4,355.00
41.75	Project Manager/Senior Engineer	105.00	4,383.75
39.75	Project Engr/Field Engr III	80.00	3,180.00
21.75	Project Engr/Field Engr II	70.00	1,522.50
74.75	Drafter/CADD Operator II	65.00	4,858.75
99.75	Survey Crew (2 person)	95.00	9,476.25
33	Survey Crew (3 person)	120.00	3,960.00
8.5	Professional Surveyor	90.00	765.00
9.5	Field Technician	50.00	475.00
1.5	Clerical	30.00	45.00
997.35	Expenses - at cost	1.00	997.35
	Expenses at cost plus 12.5%	12.50%	124.67
1,800	Mileage	0.61	1,098.00

Total \$35,241.27



ALPHA ENGINEERING SERVICES, INC.
 218 BUSINESS STREET
 BECKLEY, WV 25801
 PHONE (304) 255-4131 FAX (304) 255-4155
 FEIN 65-0710736

Invoice

Date	Invoice #
5/28/2012	20120120

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
----------	-------------	------	--------

Reserve Work

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

Total \$1,689.21



ALPHA ENGINEERING SERVICES, INC.
 218 BUSINESS STREET
 BECKLEY, WV 26801
 PHONE (304) 255-4181 FAX (304) 255-4158
 FEIN 55-0710790

Invoice

Date	Invoice #
5/28/2012	20120121

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		
2	Senior Analyst	105.00	210.00

Total \$210.00



ALPHA ENGINEERING SERVICES, INC.
 216 BUSINESS STREET
 BECKLEY, WV 25801
 PHONE (304) 255-4131 FAX (304) 255-4150
 FEIN 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

Total \$2,959.61



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	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
21.25	Project Manager/Senior Engineer	105.00	2,231.25
16	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
44	Drafter/CADD Operator II	65.00	2,860.00
0.5	Drafter/CADD Operator I	52.00	26.00
0.5	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

Total \$15,217.70



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	20120141

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. 2

29.5	Project Manager/Senior Engineer	105.00	3,097.50
7	Senior Analyst	105.00	735.00
5	Project Engr/Field Engr III	80.00	400.00
0.25	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



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

Invoice

Date	Invoice #
6/26/2012	20120142

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 Mines

24.75	Project Manager/Senior Engineer	105.00	2,598.75
13.25	Senior Analyst	105.00	1,391.25
6	Project Engr/Field Engr II	70.00	420.00
18.25	Drafter/CADD Operator II	65.00	1,186.25
1.75	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



ALPHA ENGINEERING SERVICES, INC.
 216 BUSINESS STREET
 BECKLEY, WV 25801
 PHONE (304) 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

Total \$3,319.29



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

Invoice

Date	Invoice #
7/8/2012	20120161

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
----------	-------------	------	--------

Peerless

1.25	Project Manager/Senior Engineer	105.00	131.25
3.5	Project Engr/Field Engr III	80.00	280.00
1	Senior Analyst	105.00	105.00
40	Mileage	0.61	24.40
9.61	Expenses - at cost	1.00	9.61
	Expenses at cost plus 12.5%	12.50%	1.20

Total \$551.46



ALPHA ENGINEERING SERVICES, INC.
 216 BUSINESS STREET
 BECKLEY, WV 25801
 PHONE (304) 255-4191 FAX (304) 255-4155
 FEIN 55-0710738

Invoice

Date	Invoice #
7/8/2012	20120162

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
----------	-------------	------	--------

Eagle Mines

2.25	Project Manager/Senior Engineer	105.00	236.25
0.5	Clerical	30.00	15.00
9.16	Expenses - at cost	1.00	9.16
	Expenses at cost plus 12.5%	12.50%	1.15

Total \$261.56



ALPHA ENGINEERING SERVICES, INC.
 218 BUSINESS STREET
 BECKLEY, WV 26801
 PHONE (304) 255-4131 FAX (304) 255-4166
 FEI# 55-0710736

Invoice

Date	Invoice #
7/8/2012	20120160A

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
	Pre Petition		
1.5	Principal/PE	130.00	195.00
5.5	Project Manager/Senior Engineer	105.00	577.50
7	Project Engr/Field Engr II	70.00	490.00
0.75	Drafter/CADD Operator II	65.00	48.75

Total \$1,311.25

[Redacted] 01 PAT-007 LIB-001 PAT-005 NTE-002	06-Jul-12	[Redacted]	Review	1GH	Prin Engr	[Redacted]			
	06-Jul-12	[Redacted]	Review and check vent survey data and balance; problems	1GH	Prin Engr	[Redacted]	1.50		
	07-Jul-12	[Redacted]	Review file; e-mail on delivery to M Allaman	1GH	Prin Engr	[Redacted]	1.50		
	07-Jul-12	[Redacted]	Go through Eagle Workmap; slope bottom development/vent i	1GH	Prin Engr	[Redacted]	2.60		
	07-Jul-12	[Redacted]		1GH	Prin Engr	[Redacted]			
	07-Jul-12	[Redacted]		1GH	Prin Engr	[Redacted]			
	07-Jul-12	[Redacted]		1GH	Prin Engr	[Redacted]			
		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	OT	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	OT	0.00
Signature/Employee:		Signature/Approved:						Reg	74.50
								OT	26.00

Speed

Gary Hartsog

From: Gary Hartsog <ghartsog@alphaengineer.com>
Sent: Saturday, July 07, 2012 4:36 PM
To: 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



C
7-16-12
MRC

PAID 7/15/12

Delivery Service Invoice

Invoice date **July 14, 2012**
Invoice number 00005A7E26282

Control ID 531T
Page 1 of 3

0732A00005A7E263

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

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

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

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

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 details.

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.

Thank you for using UPS.
Summary of Charges

Page		Charge
3	Outbound UPS Internet Shipping	\$ 25.40
Amount 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.

ALPHA ENGINEERING SE
BECKLEY, WV 25802-2127
United Pa
Date 7/14/2012 Ty Bi

BoRChecking





Delivery Service Invoice

Invoice date **July 14, 2012**
 Invoice number 00005A7E26282
 Shipper number 5A7E26

Page 3 of 3

Outbound

UPS Internet Shipping

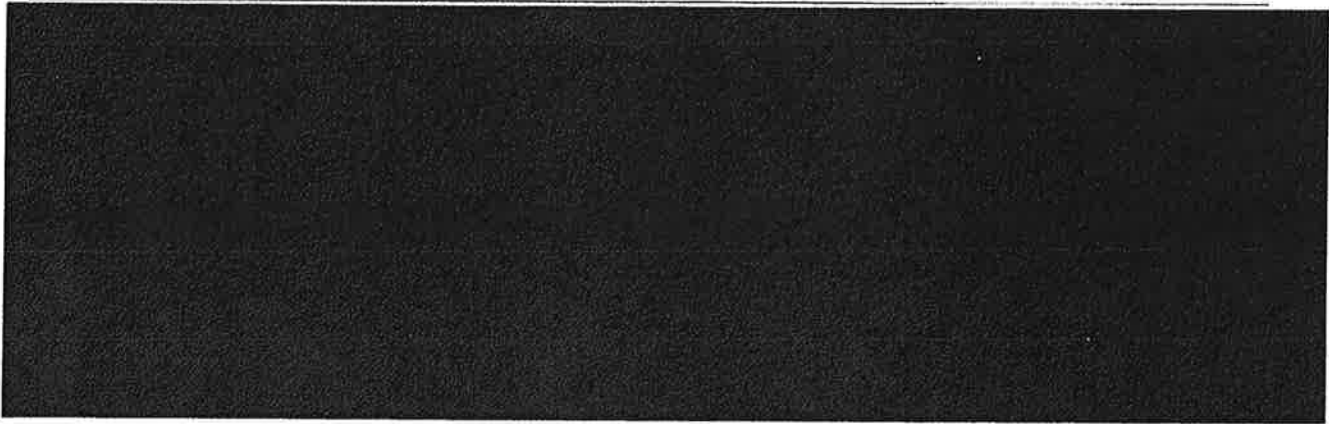
Pickup Date	Tracking Number	Service	ZIP Code	Zone	Weight	Billed Charge
07/06	1Z5A7E260394176504	Ground Commercial	25035	2	12	7.83
		Delivery Area Surcharge - Extended				2.00
		Fuel Surcharge				0.79
		Total				10.62

UserID : 3042554131

Sender : E Hartsog
 Alpha Engineering Services
 216 Business Street
 Beckley WV 25801

Receiver: Mark Allaman
 Speed Mtn
 200 Remington Coal Lane
 CABIN CREEK WV 26035

PAT 005



Total for Internet-ID: 3042554131		25.40
Total UPS Internet Shipping	3 Package(s)	25.40
Total Outbound	3 Package(s)	25.40

Gary Hartsog

From: Warren Entsminger <wentsminger@alphaengineer.com>
Sent: Monday, July 09, 2012 8:55 AM
To: '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

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.

Thanks,

Warren Entsminger
Alpha Engineering Services

Scanned by IBM Email Security Management Services powered by MessageLabs. For more information please visit <http://www-935.ibm.com/services/us/index.wss/offerfamily/iss/a1026954>

Scanned by IBM Email Security Management Services powered by MessageLabs. For more information please visit <http://www-935.ibm.com/services/us/index.wss/offerfamily/iss/a1026954>

Scanned by IBM Email Security Management Services powered by MessageLabs. For more information please visit <http://www-935.ibm.com/services/us/index.wss/offerfamily/iss/a1026954>

Scanned by IBM Email Security Management Services powered by MessageLabs. For more information please visit <http://www-935.ibm.com/services/us/index.wss/offerfamily/iss/a1026954>

Dave Prelaz

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

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

This e-mail and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this e-mail or any attachment is prohibited. If you have received this e-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system

-----Original Message-----

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

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

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

Scanned by IBM Email Security Management Services powered by MessageLabs. For more information please visit
<http://www-935.ibm.com/services/us/index.wss/offerfamily/iss/a1026954>

Dave Prelaz

From: Dave Prelaz <dprelaz@alphaengineer.com>
Sent: Tuesday, July 09, 2013 6:56 PM
To: 'Houston, Kevin'
Cc: 'Cox, Christopher'; 'Curry, Logan'; 'Gary M Hartsog'
Subject: Revised/Revised/Revised/Revised/Revised..... Base Ventilation Plan for the Eagle Mine
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

Dave Prelaz

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

Kanawha Eagle

From: Dave Prelaz [mailto:dprelaz@alphaengineer.com]
Sent: Tuesday, July 09, 2013 6:56 PM
To: 'Houston, Kevin'
Cc: 'Cox, Christopher'; 'Curry, Logan'; 'Gary M Hartsog'
Subject: Revised/Revised/Revised/Revised/Revised..... Base Ventilation Plan for the Eagle Mine

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

Kanawha Eagle

Dave Prelaz

From: Dave Prelaz <dprelaz@alphaengineer.com>
Sent: Wednesday, July 10, 2013 10:46 AM
To: 'Houston, Kevin'
Subject: RE: Revised/Revised/Revised/Revised/Revised..... Base 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 and 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

From: Houston, Kevin [mailto:KHouston@patriotcoal.com]
Sent: Wednesday, July 10, 2013 10:15 AM
To: Dave Prelaz
Subject: RE: Revised/Revised/Revised/Revised/Revised..... Base Ventilation Plan for the Eagle Mine

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

From: Dave Prelaz [mailto:dprelaz@alphaengineer.com]
Sent: Wednesday, July 10, 2013 9:37 AM
To: Houston, Kevin
Cc: Cox, Christopher; Curry, Logan; Gary M Hartsog
Subject: FW: Revised/Revised/Revised/Revised/Revised..... Base Ventilation Plan for the Eagle Mine

From: Dave Prelaz [mailto:dprelaz@alphaengineer.com]
Sent: Tuesday, July 09, 2013 6:56 PM
To: 'Houston, Kevin'
Cc: 'Cox, Christopher'; 'Curry, Logan'; 'Gary M Hartsog'
Subject: Revised/Revised/Revised/Revised/Revised..... Base Ventilation Plan for the Eagle Mine

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

Scanned by IBM Email Security Management Services powered by MessageLabs. For more information please visit <http://www-935.ibm.com/services/us/index.wss/offerfamily/iss/a1026954>

Scanned by IBM Email Security Management Services powered by MessageLabs. For more information please visit <http://www-935.ibm.com/services/us/index.wss/offerfamily/iss/a1026954>

Dave Prelaz

From: Dave Prelaz <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/Revised..... Base Ventilation Plan for the Eagle Mine
Attachments: 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

From: Houston, Kevin [mailto:KHouston@patriotcoal.com]
Sent: Wednesday, July 10, 2013 10:15 AM
To: Dave Prelaz
Subject: RE: Revised/Revised/Revised/Revised/Revised..... Base Ventilation Plan for the Eagle Mine

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

From: Dave Prelaz [mailto:dprelaz@alphaengineer.com]
Sent: Wednesday, July 10, 2013 9:37 AM
To: Houston, Kevin
Cc: Cox, Christopher; Curry, Logan; Gary M Hartsog
Subject: FW: Revised/Revised/Revised/Revised/Revised..... Base Ventilation Plan for the Eagle Mine

From: Dave Prelaz [<mailto:dprelaz@alphaengineer.com>]
Sent: Tuesday, July 09, 2013 6:56 PM
To: 'Houston, Kevin'
Cc: 'Cox, Christopher'; 'Curry, Logan'; 'Gary M Hartsog'
Subject: Revised/Revised/Revised/Revised/Revised..... Base Ventilation Plan for the Eagle Mine

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

Scanned by IBM Email Security Management Services powered by MessageLabs. For more information please visit <http://www-935.ibm.com/services/us/index.wss/offerfamily/iss/a1026954>

Scanned by IBM Email Security Management Services powered by MessageLabs. For more information please visit <http://www-935.ibm.com/services/us/index.wss/offerfamily/iss/a1026954>

NOTICE OF MECHANIC'S LIEN

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

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

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



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, 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.

MECHLN 61 315

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

Alpha Engineering Services, Inc.

By: [Signature]
Its President

State of West Virginia,
County of Raleigh;

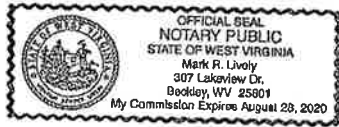
Gary Hartsog, being first duly sworn and under oath says that he is the
President of Alpha Engineering Services, Inc. and that the statements in the foregoing Notice
are true as he verily believes.

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

My commissioner expires: 8-28-20

seal:

[Signature]
Notary



Instrument prepared by:

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

MECHLN 61 316

EXHIBIT A



MECH LN 61-517

MEDIC LN 61-318

EXHIBIT B

NECHING1 319

PATRIOT COAL CORPORATION

MPA NO. - 5757

MASTER PERFORMANCE AGREEMENT

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

1. **Binding Contract.** Upon the issuance of a Purchase Order ("P.O.") by Owner, Contractor shall be bound to perform work and/or services for Owner in accordance with the attached "General Terms and Conditions" and the scope of work; starting and completion dates; pricing and payment terms; and any additional terms agreed to by Owner and Contractor that are set forth on the front side of the P.O. (hereinafter such terms and conditions contained in this MPA and on the front side of the issued P.O. shall be referred to as the "Contract"). The effective date of the Contract shall be the date the P.O. is issued by Owner. In case any of the terms and conditions of the Contract conflict with the terms and conditions on the backside of the P.O. or any conditions contained in any document furnished by Contractor, the provisions of the Contract shall prevail.
2. **Term:** This MPA shall have an initial term of one (1) year, effective as of the date first written above, and shall automatically renew on a year-to-year basis thereafter; provided, however, either party shall have the right to terminate this MPA upon thirty (30) days' prior written notice to the other party. Provided further, that the termination of this MPA shall not terminate any existing Contract under which work is currently being performed by Contractor.
3. **Assignment of Work:** This MPA sets forth the general terms and conditions under which work and/or services shall be performed by Contractor when, and if, requested by Owner during the term hereof, but in no way guarantees that Contractor will be assigned any work. Each assignment of work to Contractor hereunder shall be made by the issuance of a P.O. by Owner. Each such P.O. shall identify this MPA by number and shall provide, at a minimum, the following terms and conditions that will supplement the general terms and conditions set forth on the attachment to this MPA: (a) starting and completion dates; (b) price and payment terms; and (c) scope of work.
4. **Subcontracting.** If Contractor desires to use a subcontractor in the performance of work and/or services for Owner pursuant to the Contract, Contractor must first obtain the prior written approval of Owner's representative in PATRIOT's Materials Management Department by executing and returning for PATRIOT's approval a copy of the "Permission to Subcontract" that is attached hereto as Exhibit E.
5. **Required Documents.** As of the date first written above, and upon the subsequent request of PATRIOT, Contractor shall provide PATRIOT with copies of the documents identified in the exhibits below for those Operating Companies identified on the MPA Supplier Checklist for whom Contractor might be selected to perform work and/or services for. The required documents are hereby incorporated in this MPA and made a part hereof and shall also become a part of the Contract.

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

WITNESS the following signatures executed in duplicate.

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

By: Larry Yates
Its: Director Purchasing

ALPHA ENGINEERING SERVICES, INC. ("CONTRACTOR")

By: [Signature]
Its: President

PATRIOT COAL CORPORATION

HECKLN 61 320

GENERAL TERMS AND CONDITIONS

1. **CONTRACTOR TO PROVIDE.** Except as otherwise expressly stated herein, Contractor shall provide and pay for all materials, labor, tools, water, power and other items necessary to complete the work. Unless otherwise specified, all materials shall be new and workers qualified in their respective trades.

2. **ROYALTIES AND PATENTS.** Contractor shall pay all royalties and license fees, and shall defend all suits or claims for infringement of any patent, trademark or copyright rights arising out of purchase of any item hereunder and shall save Owner harmless from loss on account thereof.

3. **SURVEYS, PERMITS, AND REGULATIONS.** For work on its premises, Owner shall furnish all surveys, permits and licenses necessary for such work shall be secured and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by Owner. Contractor shall comply with all laws and regulations bearing on the conduct of the work and shall notify Owner if any drawings and specifications are at variance therewith.

4. **PROTECTION OF WORK, PROPERTY, AND PERSONS; NO CLOTH RAGS.** If work is to be done on Owner's premises, Contractor shall adequately protect the work, adjacent property and the public and shall be responsible for any damage or injury due to its act or neglect. Contractor shall not use any cloth rags on Owner's mine premises in connection with the work to be provided under this Contract.

5. **INSPECTION.** Owner shall have the right at all times to inspect the work or preparation of goods and articles to be delivered.

6. **CHANGES IN WORK OR PRICE.** Owner may order changes in the work or dates of completion; the contract price shall be adjusted accordingly. All such orders and adjustments shall be in writing. Claims by Contractor for extra cost must be made in writing before executing the work or preparing goods involved, or within 10 days of any occurrence claimed as a basis for extra compensation.

7. **WARRANTY OF GOODS AND WORK; CORRECTION OF WORK.** Contractor expressly warrants all material and work covered herein to be of quantity, quality, size, description and dimension specified, of good material and workmanship, merchantable or fit and sufficient for the purpose intended, and that all workers and subcontractors shall be skilled in their trades. Such warranty shall not be deemed waived by either receipt or acceptance of, nor payment for the work. Contractor shall, if requested by Owner, promptly re-execute or replace any part of the work that fails to conform to the requirements of the Contract except where defects are due entirely to negligence on the part of Owner, in which case, if Owner elects to have Contractor remedy the defects, Owner will pay Contractor for its reasonable and necessary expenses for such repair of the work. The provisions of this article apply to work done by subcontractors and goods supplied by vendors and all purchase orders and subcontractors under the Contract shall contain provisions necessary to carry out these requirements.

8. **OWNER'S RIGHT TO TERMINATE CONTRACT.** If Contractor fails to progress, or to make timely performance or to perform any provision of the Contract, Owner, after seven days' written notice to Contractor and its surety, if any, may without prejudice to any other remedy it may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due Contractor or, at its option, may terminate the Contract and take possession of all materials, tools, and appliances and finish the work by such means as it sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to Contractor, but, if such expense exceeds such unpaid balance, Contractor shall pay the difference to Owner, and Owner may withhold all payments due. Remedies hereunder are in addition to other legal and equitable remedies.

9. **LIENS.** Payment shall not be due until Contractor has delivered to Owner a complete release of all liens arising out of the Contract, or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to Owner indemnifying against any lien.

10. **SEPARATE CONTRACTS.** Owner may do other work or let other contracts involving the work and Contractor shall cooperate with Owner and other contractors. Contractor shall not endanger any work by cutting, excavating or otherwise altering such work, and shall not cut or alter the work of any other contractor, without consent of Owner.

11. **SECONDARY BRAKES; GROSS VEHICLE WEIGHT RATING.** Any vehicle driven by an employee, agent or subcontractor of Contractor onto the Premises shall be equipped with a secondary brake retarding system that will provide the operator of the vehicle with an additional method of slowing the vehicle in the event the vehicle's primary braking system malfunctions. Examples of acceptable secondary retarding systems include, but are not limited to, drive shaft brakes, exhaust brakes, "Jake" brakes, manual transmissions (low gear), automatic transmissions (low gear - provided that they are not equipped to shift into a higher gear at a high engine RPM), converter retarders and ground engagement implements. All vehicles owned or operated by Contractor or Contractor's subcontractor that enter onto the Premises shall not exceed the gross vehicle weight rating specified by the original manufacturer of that vehicle. Owner shall have the right, but no obligation or duty, to inspect Contractor's or Contractor's subcontractor's vehicles for compliance hereunder. Owner shall have the right to prohibit any vehicle from entering the Premises if said vehicle is not properly equipped with a secondary brake retarding system or it exceeds the manufacturer's gross vehicle weight rating.

12. **COMPLIANCE WITH LAWS.** Contractor warrants that all goods delivered and services performed under the Contract shall comply with all Federal, state and other applicable laws and regulations, including, but not limited to safety, reclamation and pollution control laws, and with building codes.

13. **OWNER'S REPRESENTATIVE.** Owner's Mine Superintendent (or other representative designated by Owner) shall represent Owner during the work, or preparation of goods and articles under the Contract. He has authority to stop the work if necessary to insure its proper execution. He shall certify on behalf of Owner when payments under the Contract are due and the amounts to be paid. He shall make decisions on all claims of Contractor.

14. **CLEANING UP.** Contractor shall keep Owner's premises free from accumulation of waste material and rubbish and at completion of any work shall remove all rubbish, implements and surplus materials from the site and leave any building broom-clean.

15. **COMPLETION AND FINAL BILLING.** Completion of all work under the Contract shall be evidenced by written approval of Owner's Representative as to completion without defects. Such approval may be endorsed on the final bill. Contractor's final billing upon completion shall include statement of amounts withheld and any unsettled claims of Contractor for which payment is requested.

16. **PERFORMANCE AND PAYMENT BOND.** Contractor may be required to furnish bond covering the faithful performance of the Contract, and the payment of all Contractor's obligations arising under the Contract, in the form and with the sureties as Owner may approve. If the bond is required by instruction given before submission of bids or the award of the Contract, the premium shall be paid by Contractor; if thereafter, it shall be paid by Owner.

17. **ASSIGNMENT.** The Contract shall be binding upon the parties, their successors and assigns, but the Contract or any part may not be assigned by Contractor without the written consent of Owner.

18. **INDEMNITY AND INSURANCE.**

A. Contractor agrees to indemnify, defend, and hold harmless Owner, its parent, subsidiaries, affiliates and related companies and the officers, directors, shareholders and employees of such companies (collectively "Owner") against any and all claims, damages, losses and expenses, including attorney's fees and other legal expenses, by reason of liability imposed or claimed to be imposed by law for damage because of bodily injury (including death) or on account of damage to property, sustained by any person or persons, arising out of or in consequence of the performance of the work called for by the Contract whether or not such bodily injuries, death, or damage to property arise or are claimed to have arisen in whole or in part out of the negligence or any other grounds of legal liability, including violation of any duty imposed by a statute, or ordinance or regulation, on the part of Contractor, the subcontractors, and the employees or agents of Contractor and the subcontractor (but excluding however, any liability caused by the sole negligence or willful misconduct of employees or agents of Owner).

B. Contractor shall obtain and continue in force, during the term of the Contract, at its own expense, the following insurance coverages:

1. Workers' Compensation and Occupational Disease Disability Insurance as required by the laws of the state wherein the work is to be performed.
2. Employers' Liability Insurance with limits of \$500,000 each occurrence, unless the laws of the state in which the work is to be performed precludes an independent right of action by an employee against an employer under common law.
3. Comprehensive Automobile Liability Insurance with limits of \$1,000,000 Bodily Injury and Property Damage combined single limit.
4. Comprehensive General Liability and Property Damage Insurance including Operations, Protective, Products/Completed Operations, Broad Form Property Damage, and Contractual Liability coverages with limits of \$1,000,000 Bodily Injury and Property Damage combined single limit.

C. All insurance policies must contain an unqualified provision that the insurance carrier will give Owner 30 days prior notice in writing of any cancellation, change or lapse of such policy(s).

D. All insurance policies shall name Owner, its parent, subsidiaries, affiliates and related companies, as additional insureds with respect to losses or claims arising out of, or directly or indirectly related to, the performance of this Contract.

E. The parties hereto acknowledge that Contractor's insurance shall be the primary coverage under the Contract.

F. Prior to commencement of any work hereunder, Contractor shall furnish to Owner (in form satisfactory to Owner) a Certificate of Insurance showing that the requirements of this Paragraph 17 have been satisfied.

19. **EQUAL EMPLOYMENT OPPORTUNITY.** The non-discrimination clauses contained in Section 202 of Executive Order 11246, as amended by Executive Order 11275, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor are incorporated herein. If the price for any purchase order generated hereunder exceeds \$50,000 there must be in effect a special Addendum respecting EEO, as authorized by John L. Wilks, Director, Office of Federal Contract Compliance by letter dated June 1, 1970.

20. **ACCOUNTS AND AUDIT.** Contractor shall keep records which shall be subject to examination as follows:

- A. Contractor shall check all materials and labor entering into the work, and shall keep such full and detailed accounts as necessary to proper financial management and satisfactory to Owner.
- B. Owner shall have access to all of Contractor's books, records, correspondence, and other papers relating to the Contract, as necessary to verify billings and to audit all payments. Contractor shall preserve all such records for three years after final payment under the Contract.
- C. If Owner's audit shall establish that Contractor has been paid any sums which were improper or in excess of any balance due, Contractor will refund any such amounts immediately upon demand. If not refunded, Owner may recover such amounts by withholding any other payment due to Contractor in addition to all other legal remedies.

21. **UNAUTHORIZED DISCLOSURE.** Contractor shall not without Owner's prior written consent, publish or communicate to others any information or data with respect to the Contract. Contractor shall not, without said consent, use or allow the use, whether in writing or in oral form, by its employees, agents or subcontractors, of Owner's name, trademarks, logos, publications, photographs of Owner's facilities or equipment, or Contractor's and Owner's business relationship, in connection with marketing or business activity.

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

Teste: *Deane J. McCombs* Clerk

Kanawha County Commission

OCT 11 2012

NOTICE OF MECHANIC'S LIEN

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


Doc ID: 001688380008 Type: LIE
Recorded: 10/12/2012 at 12:34:05 PM
Fee Amt: \$14.00 Page 1 of 8
Boone County Clerk
Gary W. Williams County Clerk
BK 6 PG 728-735

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

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

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

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

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

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

Alpha Engineering Services, Inc.

By: [Signature]
Its President

State of West Virginia,

County of Raleigh;

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

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

My commissioner expires: 8-28-20

seal:

[Signature]
Notary



Instrument prepared by:

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

EXHIBIT A

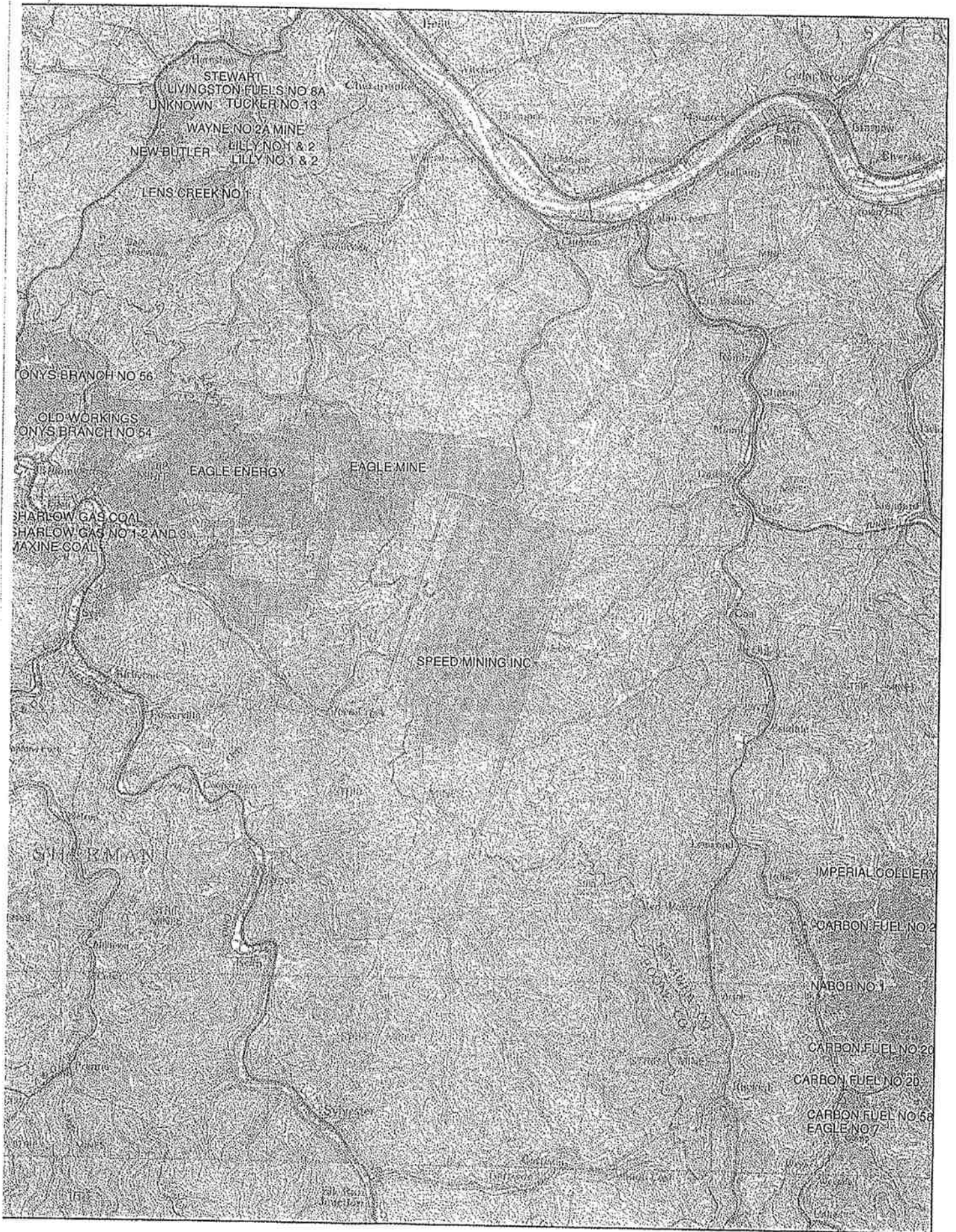


EXHIBIT B

PATRIOT COAL CORPORATION

MPA NO. - 5757

MASTER PERFORMANCE AGREEMENT

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

1. Binding Contract. Upon the issuance of a Purchase Order ("P.O.") by Owner, Contractor shall be bound to perform work and/or services for Owner in accordance with the attached "General Terms and Conditions" and the scope of work; starting and completion dates; pricing and payment terms; and any additional terms agreed to by Owner and Contractor that are set forth on the front side of the P.O. (hereinafter such terms and conditions contained in this MPA and on the front side of the issued P.O. shall be referred to as the "Contract"). The effective date of the Contract shall be the date the P.O. is issued by Owner. In case any of the terms and conditions of the Contract conflict with the terms and conditions on the backside of the P.O. or any conditions contained in any document furnished by Contractor, the provisions of the Contract shall prevail.
2. Term: This MPA shall have an initial term of one (1) year, effective as of the date first written above, and shall automatically renew on a year-to-year basis thereafter; provided, however, either party shall have the right to terminate this MPA upon thirty (30) days' prior written notice to the other party. Provided further, that the termination of this MPA shall not terminate any existing Contract under which work is currently being performed by Contractor.
3. Assignment of Work: This MPA sets forth the general terms and conditions under which work and/or services shall be performed by Contractor when, and if, requested by Owner during the term hereof, but in no way guarantees that Contractor will be assigned any work. Each assignment of work to Contractor hereunder shall be made by the issuance of a P.O. by Owner. Each such P.O. shall identify this MPA by number and shall provide, at a minimum, the following terms and conditions that will supplement the general terms and conditions set forth on the attachment to this MPA: (a) starting and completion dates; (b) price and payment terms; and (c) scope of work.
4. Subcontracting. If Contractor desires to use a subcontractor in the performance of work and/or services for Owner pursuant to the Contract, Contractor must first obtain the prior written approval of Owner's representative in PATRIOT's Materials Management Department by executing and returning for PATRIOT's approval a copy of the "Permission to Subcontract" that is attached hereto as Exhibit E.
5. Required Documents. As of the date first written above, and upon the subsequent request of PATRIOT, Contractor shall provide PATRIOT with copies of the documents identified in the exhibits below for those Operating Companies identified on the MPA Supplier Checklist for whom Contractor might be selected to perform work and/or services for. The required documents are hereby incorporated in this MPA and made a part hereof and shall also become a part of the Contract.

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

WITNESS the following signatures executed in duplicate.

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

By: Larry Yates
Its: Director Purchasing

ALPHA ENGINEERING SERVICES, INC. ("CONTRACTOR")

By: [Signature]
Its: President

PATRIOT COAL CORPORATION

GENERAL TERMS AND CONDITIONS

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

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

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	<i>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.</i>

Click the image below to view full size or for printing. Right click and use Save As... for saving to your computer.

**Signature
Image**



Date Produced: 10/27/2012

WV SECRETARY OF STATE

The following is the delivery information for Certified Mail™ Item number T102 3790 0010 0070 2489. Our records indicate that this item was delivered on 10/18/2012 at 11:30 a.m. in CHARLESTON, WV, 25313. The scanned image of the recipient information is provided below.

Signature of Recipient:

Address of Recipient:

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 3418079 47899721

[Back To Results](#) | [New Search](#)

Printed from West Virginia Secretary of State Online Data Services web site:
<http://apps.sos.wv.gov>

Tuesday, October 30, 2012 — 9:24 AM

© 2012 State of West Virginia

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	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	<i>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.</i>

Click the image below to view full size or for printing. Right click and use Save As... for saving to your computer.


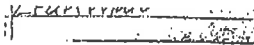
**Signature
Image**



Date Produced: 10/22/2012

WV SECRETARY OF STATE

The following is the delivery information for Certified Mail™ item number 7102 3700 0010 0070 2491. Our records indicate that this item was delivered on 10/16/2012 at 11:30 a.m. in CHARLESTON, WV, 25313. The scanned image of the recipient information is provided below.

Signature of Recipient: 
Address of Recipient: 

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post-office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 3110870 47095721

[Back To Results](#) | [New Search](#)

Printed from West Virginia Secretary of State Online Data Services web site:
<http://apps.sos.wv.gov>

Tuesday, October 30, 2012 — 9:22 AM

© 2012 State of West Virginia



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	Rate	Amount
----------	-------------	------	--------

Liberation Study Purchase Order

2.5	Principal/PE	130.00	325.00
0.5	Project Manager/Senior Engineer	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

Total \$7,142.66



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	

Quantity	Description	Rate	Amount
----------	-------------	------	--------

Plumbing Shaft Purchase Order 545683-

3	Principal/PE	130.00	390.00
30.25	Project Manager/Senior Engineer	105.00	3,176.25
9.25	Project Engr/Field Engr III	80.00	740.00
9	Drafter/CADD Operator II	65.00	585.00
7.25	Survey Crew (2 person)	95.00	688.75
1.25	Field Technician	50.00	62.50
1,200	Expenses - at cost	1.00	1,200.00
	Expenses at cost plus 12.5%	12.50%	150.00
188	Mileage	0.61	114.68

Total \$7,107.18



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 PO 425852

1,268	Expenses - at cost	1.00	1,268.00
	Expenses at cost plus 12.5%	12.50%	158.50

Total \$1,426.50



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

Invoice

Date	Invoice #
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
6073642210	Net 30 days	

Quantity	Description	Rate	Amount
----------	-------------	------	--------

Survey Project Purchase Order 6073642210

15.5	Project Manager/Senior Engineer	105.00	1,627.50
3.5	Project Engr/Field Engr II	70.00	245.00
3.75	Drafter/CADD Operator II	65.00	243.75
59.75	Survey Crew (3 person)	120.00	7,170.00
89.5	Expenses - at cost	1.00	89.50
	Expenses at cost plus 12.5%	12.50%	11.19
663	Mileage	0.61	404.43

Total \$9,791.37



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 Order
607364-2210

36.75	Project Engr/Field Engr III	80.00	2,940.00
1	Project Engineer/Field Engineer I	65.00	65.00
14.25	Survey Crew (2 person)	95.00	1,353.75
47.5	Professional Surveyor	90.00	4,275.00
1,006	Mileage	0.61	613.66

Total \$9,247.41

Gary Hartsog

From: Gary Hartsog <ghartsog@alphaengineer.com>
Sent: Saturday, July 07, 2012 4:36 PM
To: 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



Delivery Service Invoice

Invoice date **July 14, 2012**
 Invoice number **00005A7E26282**
 Shipper number **5A7E26**

Page 3 of 3

Outbound

UPS Internet Shipping

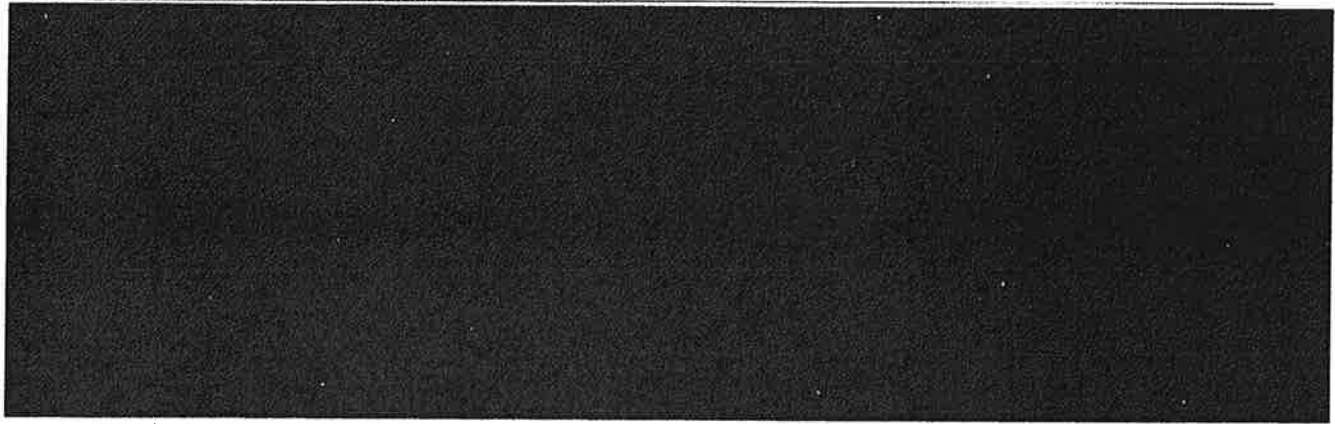
Pickup Date	Tracking Number	Service	ZIP Code	Zone	Weight	Billed Charge
07/06	1Z5A7E260394176504	Ground Commercial	25035	2	12	7.83
		Delivery Area Surcharge - Extended				2.00
		Fuel Surcharge				0.79
		Total				10.62

UserID : 3042554131

Sender : E Hartsog
 Alpha Engineering Services
 216 Business Street
 Beckley WV 25801

Receiver: Mark Allaman
 Speed Mine
 200 Remington Coal Lane
 CABIN CREEK WV 26035

PAT 005



Total for Internet-ID: 3042554131		25.40
Total UPS Internet Shipping	3 Package(s)	25.40
Total Outbound	3 Package(s)	25.40



C
7-16-12
MK

Delivery Service Invoice

Invoice date **July 14, 2012**
Invoice number 00005A7E26282

Control ID 531T
Page 1 of 3

0732A00005A7E263

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

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

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

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

**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 details.

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.

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

Page	Outbound	Charge
3	UPS Internet Shipping	\$ 25.40
Amount 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.

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

BoRChecking

