

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:

PATRIOT COAL CORPORATION, *et al.*,

Debtors.¹

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

**NOTICE OF (I) ENTRY OF ORDER CONFIRMING DEBTORS'
FOURTH AMENDED JOINT PLAN OF REORGANIZATION UNDER
CHAPTER 11 OF THE BANKRUPTCY CODE; (II) OCCURRENCE OF
EFFECTIVE DATE AND (III) BAR DATES FOR FILING CERTAIN CLAIMS**

- 1. Confirmation of the Plan.** On December 17, 2013, the United States Bankruptcy Court for the Eastern District of Missouri entered an order (the “**Confirmation Order**”) in the Chapter 11 Cases of the above-captioned Debtors and Debtors In Possession (collectively, the “**Debtors**”) confirming the Debtors’ Fourth Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code (as confirmed, the “**Plan**”). Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Plan or the Confirmation Order, as applicable. The Plan and the Confirmation Order are available on the Debtors’ case information website (located at <http://www.patriotcaseinfo.com/>) or by written request to the Debtors’ Claims Agent, GCG, Inc., P.O Box 9898, Dublin, OH 43017, Attn: Patriot Team.
- 2. Effective Date.** On December 18, 2013, the Effective Date of the Plan occurred.
- 3. Discharge and Injunction.** Except as otherwise specifically provided in the Plan, the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, the rights afforded in the Plan and the payments and distributions to be made under the Plan shall discharge all existing debts and Claims, and shall terminate all Interests of any kind, nature or description whatsoever against or in the Debtors or any of their assets or properties to the fullest extent permitted by Section 1141 of the Bankruptcy Code. Except as otherwise specifically provided in the Plan, the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, upon the Effective Date, all existing Claims against the Debtors and Interests in the Debtors were, and were deemed to be, discharged and terminated, and all holders of Claims and Interests (and all representatives, trustees or agents on behalf of each holder) are precluded and enjoined from asserting against the Reorganized Debtors, their successors or assignees, or any of their assets or properties, any other or further Claim or Interest based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date, whether or not such holder has filed a Proof of Claim and whether or not the facts or legal bases therefore were known or existed prior to the

¹ The Debtors are the entities listed on Schedule 1 attached hereto. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors’ Chapter 11 Petitions.

Effective Date. As set forth therein, the Confirmation Order shall be a judicial determination of the discharge of all Claims against, liabilities of and Interests in the Debtors, subject to the occurrence of the Effective Date. The Confirmation Order is a judicial determination of the discharge of all Claims or Causes of Action against, liabilities of and Interests in the Debtors.

On the Effective Date and in consideration of the distributions to be made under the Plan, except as otherwise specifically provided in the Plan, the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, each holder (as well as any representatives, trustees or agents on behalf of each holder) of a Claim or Interest and any Affiliate of such holder was deemed to have forever waived, released and discharged the Debtors, to the fullest extent permitted by Section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights and liabilities that arose prior to the Effective Date. Upon the Effective Date, all such persons were forever precluded and enjoined, pursuant to Section 524 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against, or terminated Interest in, the Debtors.

4. Exculpation. Pursuant to the Plan and Confirmation Order, and except as otherwise specifically provided in the Plan, the Confirmation Order, the UMWA Settlement, the UMWA Settlement Order, the Arch Settlement, the Arch Settlement Order, the Peabody Settlement or the Peabody Settlement Order, to the maximum extent permitted by applicable law, none of the Exculpated Parties shall have or incur any liability to any holder of a Claim, Cause of Action or Interest for any act or omission in connection with, related to or arising out of, the Chapter 11 Cases, the negotiation of any settlement or, agreement, contract, instrument, release or document created or entered into in connection with the Plan or in the Chapter 11 Cases (including the Plan Supplements, the Rights Offerings, the Backstop Rights Purchase Agreement, the Rights Offerings Procedures, the DIP Facilities, the UMWA Settlement, the Non-Union Retiree Settlement Order (including the termination of life insurance benefits in accordance with paragraph 10 thereof), the Arch Settlement, the Peabody Settlement and, in each case, any documents related thereto), the Exit Credit Facilities (and, in each case, any documents related thereto), the pursuit of confirmation of the Plan, the consummation of the Plan, the preparation and distribution of the Disclosure Statement, the offer, issuance and distribution of any securities issued or to be issued under or in connection with the Plan, including pursuant to the Rights Offerings and the Backstop Rights Purchase Agreement, the Backstop Fees, the Backstop Expense Reimbursement, any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors or the administration of the Plan or the property to be distributed under the Plan, except for any act or omission that is determined in a Final Order to have constituted willful misconduct (including, without limitation, actual fraud) or gross negligence. Each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan.

5. Bar Dates.

a. **Other Administrative Claim Bar Date.** Pursuant to Section 7.2 of the Plan, all requests for payment of Other Administrative Claims that accrued on or before the Effective Date (other than Professional Fee Claims, which are subject to the provisions of Section 7.1 of the Plan) must be filed with the Claims Agent and served on counsel for the Debtors and the Reorganized Debtors by the Other Administrative Claim Bar Date. The Other Administrative Claim Bar Date is the date that is 30 calendar days after the Effective Date. Accordingly, any requests for payment of Other Administrative Claims pursuant to Section 7.2 of the Plan must be filed with the Claims Agent, GCG, Inc., P.O Box 9898, Dublin, OH 43017, Attn: Patriot Coal Corporation, and served on counsel for the Debtors, **so as to actually be received on or before 4:00 p.m. (prevailing Central Time) on January 17, 2014.** Any requests for payment of Other Administrative Claims pursuant to Section 7.2 of the Plan that are not properly filed and served by the Other Administrative Claim Bar Date shall not appear on the register of Claims maintained by the Claims Agent and shall be disallowed automatically without the need for any objection from the Debtors or the Reorganized Debtors or any action by the Bankruptcy Court. Any requests for payment of Other Administrative Claims pursuant to Section 7.2 of the Plan should include, at a minimum, (i) the name of the Debtor(s) that are purported to be liable for the Other Administrative Claim, (ii) the name of the

holder of the Other Administrative Claim, (iii) the amount of the Other Administrative Claim, (iv) the basis of the Other Administrative Claim and (v) supporting documentation for the Other Administrative Claim.

Notwithstanding the foregoing, requests for payment of Other Administrative Claims need **NOT** be filed with respect to the following types of Other Administrative Claims:

- Those that are for goods or services provided to a Debtor in the ordinary course of such Debtor's business
- Those that have previously been Allowed by Final Order of the Bankruptcy Court
- Those that are for Cure amounts
- Those that are on account of post-petition taxes (including any related penalties or interest) owed by the Debtors or the Reorganized Debtors to any governmental unit (as defined in Section 101(27) of the Bankruptcy Code)
- Those that are held by Peabody and preserved under the terms of the Peabody Settlement
- Those that the (a) Debtors or (b) Reorganized Debtors have otherwise agreed in writing do not require such a filing

b. Deadline for Submitting Final Fee Applications. All final requests for payment of Professional Fee Claims must be filed with the Bankruptcy Court and served in accordance with the Case Management Order **so as to actually be received on or before January 31, 2014.**

c. Rejection Bar Date. Pursuant to the Confirmation Order, any Rejection Claims must be filed by the date that is 30 days after the entry of the Confirmation Order (the "**Confirmation Bar Date**"). Accordingly, if you are a counterparty to an executory contract or unexpired lease that has been rejected pursuant to Article 9 of the Plan (whether pursuant to Section 9.2, by being listed on Schedule 9.2(b) or pursuant to Section 9.4 of the Plan), any Rejection Claims on account of such executory contracts or unexpired leases must be filed with the Claims Agent, GCG, Inc., P.O. Box 9898, Dublin, OH 43017, Attn: Patriot Team, **so as to actually be received on or before January 16, 2014.** Any Rejection Claim on account of an executory contract or unexpired lease listed on Schedule 9.2(b) or pursuant to Section 9.4 of the Plan for which a Proof of Claim is not properly filed by the Confirmation Bar Date shall be forever barred and shall not be enforceable against the Debtors, the Reorganized Debtors or their respective Estates or properties. The Debtors or the Reorganized Debtors may contest any Rejection Claim in accordance with Section 8.1 of the Plan.

Dated: December 18, 2013
New York, New York

Respectfully submitted,

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