

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

In re:)	Chapter 11
)	
PATRIOT COAL CORPORATION, <i>et al.</i>)	Case No. 15-32450 (KLP)
)	
Debtors.)	(Jointly Administered)
)	
)	

**STIPULATION AND CONSENT ORDER DEFINING CERTAIN
EXCLUDED COLLATERAL UNDER THE
DEBTORS' PREPETITION FINANCING DOCUMENTS**

Patriot Coal Corporation and certain of its affiliates that are debtors and debtors-in-possession in the above-captioned cases (collectively, the “Debtors”),¹ the Official Committee of Unsecured Creditors of Patriot Coal Corporation, *et al.* (the “Committee”), Deutsche Bank AG New York Branch, in its capacity as administrative agent for the Prepetition ABL Lenders and collateral agent under the Prepetition ABL Facility (the “Prepetition ABL Agent”), Barclays Bank PLC, in its capacity as L/C Administrative Agent under the Prepetition LC/Term Loan Agreement (the “Prepetition LC Agent”), Cortland Capital Market Services LLC, in its capacity as successor Term Administrative Agent under the Prepetition LC/Term Loan Agreement (the “Prepetition Term Agent”), and U.S. Bank National Association in its capacity as trustee under the Prepetition Indenture (the “Prepetition Notes Trustee”),² hereby stipulate and agree as follows:

¹ Capitalized terms used but not otherwise defined herein shall have meaning ascribed to such terms in the Final DIP Order (defined herein).

² “Parties” shall mean the Debtors, the Committee, the Prepetition ABL Agent, the Prepetition LC Agent, the Prepetition Term Agent, and the Prepetition Notes Trustee. Any reference herein to any of the foregoing Prepetition Secured Parties (including any reference to any “Party” or the “Parties”) shall only be a reference to such Prepetition Secured Party in its capacity as such.

A. On May 12, 2015, the Debtors filed voluntary petitions under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Eastern District of Virginia (this “Court”) commencing these chapter 11 cases. These cases are jointly administered and have been consolidated for procedural purposes only.

B. The Debtors continue to manage and operate their businesses and properties as debtors in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in these cases.

C. On May 21, 2015, the Office of the United States Trustee appointed the Official Committee of Unsecured Creditors in these cases pursuant to section 1102 of the Bankruptcy Code.

D. On June 4, 2015, the Court entered the *Final Order (A) Authorizing The Debtors To Obtain Postpetition Financing, (B) Authorizing Use Of Cash Collateral, (C) Granting Liens And Superpriority Claims, (D) Granting Adequate Protection, (E) Modifying The Automatic Stay, And (F) Granting Related Relief* (the “Final DIP Order”) [Docket No. 230].

E. The Final DIP Order contemplates that the Committee may commence a Challenge no later than forty-five (45) days after the appointment of the Committee (the “Challenge Deadline”), subject to extensions as provide therein.

F. On July 6, 2015, the Court entered the *Stipulation And Consent Order Extending The Challenge Deadline In The Final Order (A) Authorizing The Debtors To Obtain Postpetition Financing, (B) Authorizing Use Of Cash Collateral, (C) Granting Liens And Superpriority Claims, (D) Granting Adequate*

Protection, (E) Modifying The Automatic Stay, And (F) Granting Related Relief, which extended the Challenge Deadline from July 6, 2015 to July 27, 2015 [D.E. 458].³

G. In the Final DIP Order, the Debtors acknowledge that they granted the following liens and security interests: (i) to the Prepetition ABL Lenders, to secure the Prepetition ABL Obligations (including any amounts by which letters of credit issued under the Prepetition ABL Agreement increase after the Petition Date by their terms), a security interest in and continuing lien on all of the “Collateral” (as defined in the Prepetition ABL Agreement), subject to certain exclusions as set forth in the Prepetition ABL Financing Documents only to the extent such lien did not attach to the property purported to be subject to such exclusions; (ii) to the Prepetition LC/Term Collateral Agent, for its benefit and the benefit of the Prepetition Term Agent, the Prepetition LC Agent, the Prepetition Term Lenders and the Prepetition LC Lenders, to secure the Prepetition Term Loan Obligations and the Prepetition LC Obligations (including any amounts by which letters of credit issued under the Prepetition LC/Term Loan Agreement increase after the Petition Date by their terms), a security interest in and continuing lien on all of the “Collateral” (as defined in the Prepetition LC/Term Loan Agreement), subject to certain exclusions as set forth in the Prepetition LC/Term Loan Financing Documents only to the extent such lien did not attach to the property purported to be subject to such exclusions; and (iii) to the Prepetition Notes Trustee, for its benefit and the benefit of the Prepetition Noteholders, to secure the Prepetition Notes Obligations, a security interest in

³ On July 27, 2015, the Court entered the *Second Stipulation and Consent Order Extending the Challenge Deadline in the Final Order (A) Authorizing the Debtors to Obtain Postpetition Financing, (B) Authorizing Use of Cash Collateral, (C) Granting Liens and Superpriority Claims, (D) Granting Adequate Protection, (E) Modifying the Automatic Stay, and (F) Granting Related Relief* [Docket No. 637] pursuant to which the Court further extended the deadline established by the Final DIP Order for the Committee to commence a Challenge, if any, to August 3, 2015, subject to further extensions as provided therein; *see also* D.E. 727 (extending deadline to August 10, 2015); D.E. 792 (extending deadline to August 17, 2015); and D.E. 868 (extending deadline to August 20, 2015 at 5:00pm EST).

and continuing lien on all of the “Collateral” (as defined in the Indenture), subject to certain exclusions as set forth in the Prepetition Notes Documents only to the extent such lien did not attach to the property purported to be subject to such exclusions. *See, e.g.*, Final DIP Order, E(v) - E(viii).

H. Certain assets are excluded from the prepetition lenders’ security interests (the “Excluded Collateral”), including real property leased by a Debtor loan party with respect to which the applicable lease terms prohibit a mortgage of the Debtors’ interest in the applicable real property lease (with such exclusion being subject to the limitations set forth in the applicable Prepetition Financing Documents, and such exclusion does not include any such leases for which lessor or other applicable consent was obtained for such mortgage).⁴

NOW, THEREFORE, it is hereby ordered, agreed and stipulated that:

1. The Parties acknowledge that prior to the Petition Date, (i) each Debtor identified in Schedule A under the heading “Company” did not grant a mortgage or deed of trust in the real property subject to a lease and/or owned real property, as applicable, identified opposite such Debtor’s name on Schedule A-1 hereto (the “Unencumbered Real Property”), and each Debtor’s interests in the Unencumbered Real Property identified opposite such Debtor’s name on Schedule A-1 hereto were not encumbered by a mortgage or deed of trust of any Party, and (ii) with respect to the real property identified on Schedule A-2 hereto, the Debtors did grant mortgages or deeds of trust in Shelby County but not in Christian County notwithstanding requirements in the

⁴ *See, e.g.*, Prepetition ABL Agmt., §1.01 (definition of Excluded Property); Prepetition LC/Term Loan Agmt., §1.01 (definition of Excluded Property); Junior Lien Intercreditor Agreement (definition of Excluded Property, referencing the definitions set forth in the Prepetition ABL Agmt. and Prepetition LC/Term Loan Agmt.)

Prepetition Financing Documents to grant mortgages or deeds of trust in both counties. It is understood and agreed that this acknowledgement, stipulation and consent order does not extend to or otherwise address (i) any security interest of any Party in any Debtor's right, title or interest in or to any personal property located on or about any Unencumbered Real Property, or (ii) any adequate protection granted to any Party or any rights or protections that any Party may have pursuant to Paragraph 22 of the Final DIP Order.

2. The Parties further acknowledge that, prior to the Petition Date, none of the Parties has a valid, perfected lien against any commercial tort claims, except for commercial tort claims identified on Schedule B.

3. By this Stipulation, none of the Parties seeks to ascribe or fix the monetary value of the Debtors' interest in any Unencumbered Real Property on Schedule A-1 and Schedule A-2 or any commercial tort claim. For the avoidance of doubt, the Parties' rights to determine the monetary value of the Debtors' interest in each of the Unencumbered Real Property and any commercial tort claim are fully reserved.

4. Without limiting Paragraphs 1 and 2 of this Stipulation, the Parties acknowledge and agree that (i) the Challenge Deadline shall be deemed to have expired upon approval of this Stipulation by the Court and (ii) the Final DIP Order shall not be deemed amended or modified in any respect and shall remain in full force and effect in accordance with its terms.

SCHEDULE A-1

Company	State	Mine Complex	Land Area Name	Contract No.	Control Type	Lessor
Heritage Coal Company, LLC	WV	Big Mountain	Big Mountain	0862-001-00	LEASE	Federal Coal
Black Stallion Coal Company, LLC	WV	Big Mountain	Big Mountain	0895-001-00	LEASE	Federal Coal
Robin Land Company, LLC	WV	Blue Creek	Blue Creek	2345-001-00	LEASE	Blue Eagle
Robin Land Company, LLC	WV	Blue Creek	Blue Creek	2345-003-00	LEASE	Topolsky & Neal- 50% interest
Robin Land Company, LLC	WV	Blue Creek	Blue Creek	2345-003-01	LEASE	Repass- 50% interest
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-003-00	LEASE	Southern Land Co.
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-005-00	LEASE	Mohler Lumber
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-006-00	LEASE	Horse Creek Coal Land Co.
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-009-00	LEASE	Horse Creek Land and Mining
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-145-00	LEASE	Penn Virginia (formerly CC Lewis Heirs)
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-203-00	LEASE	SRIR (Pocahontas Land)
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-369-00	Sublease	Coal River Energy
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-370-00	Sub-sublease	Coal River Energy
Eastern Associated Coal, LLC	WV	Federal No. 2	Federal No. 2	0878-078-00	LEASE	Suncrest Resources (Penn Virginia)
Kanawha Eagle Coal, LLC	WV	Kanawha Eagle	Kanawha Eagle	2951-001-00	LEASE	Penn Virginia- Lens Creek lease
Kanawha Eagle Coal, LLC	WV	Kanawha Eagle	Kanawha Eagle	2951-002-00	LEASE	Penn Virginia Crimson Lease
Kanawha Eagle Coal, LLC	WV	Kanawha Eagle	Kanawha Eagle	2951-015-00	LEASE	Cabot Oil & Gas Corporation
Kanawha Eagle Coal, LLC	WV	Kanawha Eagle	Kanawha Eagle	2951-007-02	LEASE	LRPB KE- Tract 6
Kanawha Eagle Coal, LLC	WV	Kanawha Eagle/Wildcat	Kanawha Eagle	2951-007-04 (part of 2951-008)	LEASE	LRPB KE- Tract 8
Kanawha Eagle Coal, LLC	WV	Kanawha Eagle/Wildcat	Kanawha Eagle	2951-007-05 (part of 2951-008)	LEASE	LRPB KE- Tract 9
Kanawha Eagle Coal, LLC	WV	Kanawha Eagle/Wildcat	Kanawha Eagle	2951-007-03 (part of 2951-008)	LEASE	LRPB KE- Tract 7
Robin Land Company, LLC	WV	Logan County	Logan County	2340-002-01 (which replaced 2340-002-00 after its expiry date)	LEASE	Ark Land KH
Robin Land Company, LLC	WV	Logan County	Logan County	2340-003-00	LEASE	Lawson Heirs
Robin Land Company, LLC	WV	Logan County	Logan County	2340-008-00	LEASE	Allegheny Land
Robin Land Company, LLC	WV	Logan County	Logan County	2340-013-00	LEASE	Ruth Stafford
Patriot Reserve Holdings, LLC	WV	N/A	Kanawha River	1576-003-00	LEASE	Imperial Coal Company
Patriot Reserve Holdings, LLC	WV	N/A	Kanawha River	1576-004-00	LEASE	Chesapeake Mining
Patriot Reserve Holdings, LLC	WV	N/A	Kanawha River	1576-005-00	LEASE	Payne-Gallatin
Patriot Reserve Holdings, LLC	WV	N/A	Kanawha River	1576-006-00	LEASE	CC Dickinson Testamentary Trust

Company	State	Mine Complex	Land Area Name	Contract No.	Control Type	Lessor
Patriot Reserve Holdings, LLC	WV	N/A	Kanawha River	1576-007-00	LEASE	Robson Prichard, et. al.
Robin Land Company, LLC	WV	Paint Creek	Cabin Creek	2350-001-00	LEASE	Shonk
Robin Land Company, LLC	WV	Paint Creek	Cabin Creek	2350-004-00	LEASE	Kay-Ford-James
Robin Land Company, LLC	WV	Paint Creek	Cabin Creek	2350-005-00	LEASE	Southern Dickinson
Remington LLC	WV	Paint Creek	Remington	2355-003-00	LEASE	Hoover LaFollette (Coalburg seam only) Direct Lease
Panther LLC	WV	Panther	Panther	2365-002-00	LEASE	Shonk (eagle seam)
Panther LLC	WV	Panther	Panther	2365-003-00	LEASE	Penn Virginia sublease (Eagle seam- Shonk Tract 5)
Panther LLC	WV	Panther	Panther	2365-010-00	LEASE	Shonk (powellton seam)
Panther LLC	WV	Panther	Panther	2365-017-00	LEASE	LRPB Eagle Seam- 64 acres
Panther LLC	WV	Panther	Panther	2365-018-00	LEASE	LRPB Eagle & Powellton-eastern portion Tract 7
Panther LLC	WV	Panther	Panther	2365-020-01	LEASE	LRPB Eagle seam- western portion Tract 7
Panther LLC	WV	Panther	Panther	2365-020-02	LEASE	LRPB Eagle seam- Tract 8
Panther LLC	WV	Panther	Panther	2365-020-03	LEASE	LRPB Eagle seam - Tract 9
Remington LLC	WV	Remington	Remington	2355-001-00	LEASE	Penn Virginia Sublease- (Coalburg Seam- Shonk Tract 5)
Remington LLC	WV	Remington	Remington	2355-004-00	LEASE	LRPB (Coalburg seam only portion of Tract 6)- Direct Lease
Eastern Associated Coal, LLC	WV	Rocklick	Kopperston	0865-002-00	LEASE	Pocahontas Land
Eastern Associated Coal, LLC	WV	Rocklick	Kopperston	0865-005-00	LEASE	Rowland Land
Eastern Royalty, LLC	WV	Rocklick	Eastern Royalty	0883-021-00	Sublease	Toney Fork LLC
Eastern Royalty, LLC	WV	Rocklick	Eastern Royalty	0883-022-00	Sublease	Toney Fork LLC
Eastern Royalty, LLC	WV	Rocklick	Eastern Royalty	0883-023-00	LEASE	Pocahontas Land
Eastern Royalty, LLC	WV	Rocklick	Eastern Royalty	0883-024-00	LEASE	Pocahontas Land
Hillside Mining Company	WV	Rocklick	Hillside	0894-001-00	LEASE	Southern Dickinson (Chilton & Dorothy seams)
Hillside Mining Company	WV	Rocklick	Hillside	0894-002-00	LEASE	Shepard Boone (Chilton & Dorothy seams-)
Eastern Royalty, LLC	WV	Wells	Rivers Edge	0793-006-00	LEASE	Shepard Boone (portion of powellton seam)
Eastern Associated Coal, LLC	WV	Wells	Wharton	0866-001-00	LEASE	Southern Dickinson
Eastern Royalty, LLC	WV	Wells	Eastern Royalty	0883-005-00	LEASE	Penn Virginia (Cazy Creek)
Eastern Royalty, LLC	WV	Wells	Eastern Royalty	0883-008-00	LEASE	Shepard Boone (Eagle seam)
Eastern Royalty, LLC	WV	Wells	Eastern Royalty	0883-009-00	LEASE	Cole & Crane
Remington LLC	WV	Wildcat	Remington	2355-005-00	LEASE	LRPB (Coalburg seam only 67 acres)

Company	State	Mine Complex	Land Area Name	Contract No.	Control Type	Lessor
Panther LLC	WV	Wildcat	Remington	2355-006-00	LEASE	LRPB (Coalburg seam only 464 acres)
Wildcat LLC	WV	Wildcat	Wildcat	2360-001-00	LEASE	Penn Virginia Sublease- (Upper seams-Shonk Tract 5)
Wildcat LLC	WV	Wildcat	Wildcat	2360-002-00	LEASE	Shonk
Panther LLC	WV	Wildcat	Panther	2365-001-00	LEASE	Payne Gallatin
Kanawha River Ventures III, LLC	WV	Wildcat	KRV III	2367-001-00	LEASE	Hoover LaFollette (all except Coalburg and Eagle)
Kanawha River Ventures III, LLC	WV	Wildcat/Paint Creek	KRV III	2367-002-00	LEASE	LRPB All remaining- tract 7
Heritage Coal Company LLC	IL	Unassigned	Mine #10	Various*	OWNED	N/A
Heritage Coal Company LLC	IL	Unassigned	Baldwin	Various**	OWNED	N/A
Heritage Coal Company LLC	IL	Unassigned	River King	Various**	OWNED	N/A
Will Scarlet Properties, LLC	IL	Unassigned	Will Scarlet	Various***	OWNED	N/A
Panther LLC	WV	Panther	Panther	2365-004-00****	LEASE	Kanawha Eagle Coal, LLC
Eastern Associated Coal, LLC	WV	Rocklick	Kopperston	0865-004-00	LEASE	Pardee/Southern Dickinson

*Solely to the extent located in Christian and Sangamon Counties, Illinois.

**Solely to the extent (A) located in Randolph and St. Clair Counties, Illinois, and (B) not subject to (i) that certain first priority mortgage recorded 3/26/2014 in Randolph County at Book-Page 521/56, instrument no. 2014010745, (ii) that certain second priority mortgage recorded 3/26/2014 in Randolph County at Book-Page 521/88, instrument no. 2014010746, (iii) that certain first priority mortgage recorded 3/19/2014 in St. Clair County, instrument no. A02405959, or (iv) that certain second priority mortgage recorded 3/19/2014 in St. Clair County, instrument no. A02405960.

***Solely to the extent (A) located in Saline and Williamson Counties, Illinois, and (B) not subject to (i) that certain first priority mortgage recorded 3/19/2014 in Saline County at BK 2071, PG 784-839, or (ii) that certain second priority mortgage recorded 3/19/2014 in Saline County at BK 2071, PG 840-895.

**** The Parties agree that, notwithstanding Contract 2365-004 being on Schedule A-1, the portion of the real property subject to Contract 2365-004 that consists of real property owned by Kanawha Eagle Coal, LLC with contract number 2951-006 is not an Unencumbered Real Property.

SCHEDULE A-2

Heritage Coal Company LLC	IL	Unassigned	Paragon (#17)	Various	OWNED	N/A
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SCHEDULE B

Patriot Coal Sales LLC vs. Bridgehouse Commodities Trading Limited, et al. (Case No. 2:12-cv03653, United States District Court for the Southern District of West Virginia (the “U.S. District Court”). Breach of Contract and Fraud. Complaint was filed on April 3, 2012 in the Circuit Court of Kanawha County, West Virginia, but the case was removed by the defendants to the U.S. District Court on July 25, 2012. Status: The parties negotiated a \$6.0 million settlement of this matter. The first \$3.0 million payment has been received. Per the settlement agreement, the second payment was to be received on or before November 30, 2013. Because this second \$3 million payment was not received in a timely manner, Patriot Coal Sales LLC filed a motion to enforce the settlement (the “Motion”) with the U.S. District Court on December 2, 2013. A hearing regarding the Motion was held on December 6, 2013. During this hearing, Judge Goodwin stated that if the second \$3 million payment was not received before December 13, 2013, he would issue a \$3 million judgment against the non-performing party in favor of Patriot Coal Sales LLC. Patriot Coal Sales LLC provided a form of the proposed judgment to counsel for the defendants on December 13, 2013 and is currently awaiting feedback but expects to file the judgment with the U.S. District Court on or about December 18, 2013.

Patriot Coal Sales LLC (“Patriot”) and United States Steel Canada Inc. (“USSC”) are party to a Confirmation – Coal Supply Agreement effective as of March 1, 2014 (executed on June 5, 2014) (the “Supply Agreement”). Pursuant to the terms of the Supply Agreement, Patriot properly delivered washed high volatile metallurgical coal to USSC and invoiced USSC for amounts owing to Patriot for coal supplied. USSC failed to pay the amount of US\$1,767,726.77 to Patriot under the invoices, which remained unpaid as of September 16, 2014 when USSC filed a voluntary petition in a Companies’ Creditors Arrangement (“CCAA”) proceeding in Canada. In late 2014, Patriot filed a Proof of Claim in accordance with the Claims Procedure Order in the CCAA proceeding.

Dated: Richmond, Virginia
August 20, 2015

/s/ Michael A. Condyles

Michael A. Condyles (VSB No. 27807)

Peter J. Barrett (VSB No. 46179)

Jeremy S. Williams (VSB No. 77469)

KUTAK ROCK LLP

Bank of America Center

1111 East Main Street, Suite 800

Richmond, VA 23219

Telephone:

(804) 644-

1700

Facsimile:

(804) 783-

6192

-and-

Stephen E. Hessler (admitted *pro hac vice*)

Patrick Evans (admitted *pro hac vice*)

KIRKLAND & ELLIS LLP

601 Lexington Avenue

New York, New York 10022

Telephone:
(212) 446-
4800

Facsimile:
(212) 446-
4900

-and-

James H.M. Sprayregen, P.C.
Ross M. Kwasteniet (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone:
(312) 862-
2000

Facsimile:
(312) 862-
2200

Counsel for the Debtors and Debtors in Possessions

MORRISON & FOERSTER LLP

Lorenzo Marinuzzi (admitted *pro hac vice*)

Jennifer L. Marines (admitted *pro hac vice*)

Jordan A. Wishnew (admitted *pro hac vice*)

250 West 55th Street
New York, New York 10019-9601
Telephone: (212) 468-8000
Facsimile: (212) 468-7900

-and-

/s/ Lynn L. Tavenner

Lynn L. Tavenner (Va. Bar No. 30083)

Paula Beran (Va. Bar No. 34679)

TAVENNER & BERAN, PLC

20 North Eighth Street
Richmond, Virginia 23219
Telephone: (804) 783-8300
Facsimile: (804) 783-0178

*Counsel for The Official
Committee of Unsecured Creditors of
Patriot Coal Corporation, et al.*

/s/ Henry P. (Toby) Long, III

Tyler P. Brown (VSB No. 28027)

Henry P. (Toby) Long, III (VSB No. 75134)

Justin F. Paget (VSB No. 77949)

HUNTON & WILLIAMS LLP

Riverfront Plaza, East Tower

951 East Byrd Street

Richmond, VA 23219

Telephone: (804) 788-8200

Facsimile: (804) 788-8218

-and-

Sandeep Qusba (admitted *pro hac vice*)

William T. Russell, Jr. (admitted *pro hac vice*)

Nicholas Baker (admitted *pro hac vice*)

SIMPSON THACHER & BARTLETT LLP

425 Lexington Avenue

New York, NY 10017

Telephone: (212) 455-2000

Facsimile: (212) 455-2502

*Counsel for the Administrative Agent under the
Prepetition ABL Facility*

/s/ Henry P. (Toby) Long, III

Tyler P. Brown (VSB No. 28027)

Henry P. (Toby) Long, III (VSB No. 75134)

Justin F. Paget (VSB No. 77949)

HUNTON & WILLIAMS LLP

Riverfront Plaza, East Tower

951 East Byrd Street

Richmond, VA 23219

Telephone: (804) 788-8200

Facsimile: (804) 788-8218

-and-

Kenneth S. Ziman (admitted *pro hac vice*)

Shana A. Elberg (admitted *pro hac vice*)

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

4 Times Square

New York, NY 10036

Telephone: (212) 735-3000

Facsimile: (212) 735-2000

-and-

Albert L. Hogan III (admitted *pro hac vice*)

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

155 N. Wacker Drive

Chicago, IL 60606

Telephone: (312) 407-0700

Facsimile: (312) 407-0411

Counsel to Barclays Bank PLC in its capacity as the

L/C Administrative Agent under the Prepetition

LC/Term Loan Agreement

William H. Schwarzschild, III (VSB No. 15274)
W. Alexander Burnett (VSB No. 68000)
WILLIAMS, MULLEN
Post Office Box 1320
Richmond, VA 23218
Telephone: (804) 420-6489
Facsimile: (804) 420-6507

-and-

/s/ Jonathan D. Marshall

Jeffrey L. Jonas (admitted *pro hac vice*)
Jonathan D. Marshall (admitted *pro hac vice*)
BROWN RUDNICK LLP
One Financial Center
Boston, MA 02111
Telephone: (617) 856-8200
Facsimile: (617) 856-8201

Counsel to Cortland Capital Market Services LLC

/s/ Eric Lopez Schnabel

Eric Lopez Schnabel
Alessandra Glorioso
DORSEY & WHITNEY LLP
51 W. 52nd Street
New York, NY 10019
Telephone: (212) 415-9200
Facsimile: (212) 953-7201

-and-

Steven J. Heim
Darryn C. Beckstrom
DORSEY & WHITNEY LLP
50 South Sixth Street, Suite 1500
Minneapolis, MN 55402
Telephone: (612) 340-8792
Facsimile: (612) 340-2643

*Counsel to U.S. Bank National
Association, as trustee*

Aug 20 2015

SO ORDERED this ___ day of August, 2015:

/s/ Keith L. Phillips

The Honorable Keith L. Phillips
United States Bankruptcy Judge

Entered on Docket: Aug 20 2015