

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

In re:

PATRIOT COAL CORPORATION, *et al.*,

Debtors.¹

Chapter 11

Case No. 12-51502-659

(Jointly Administered)

Objection Deadline:

November 12, 2013 at 4:00 p.m.

(prevailing Central Time)

Hearing Date:

November 19, 2013 at 10:00 a.m.

(prevailing Central Time)

Hearing Location:

Courtroom 7 North

**NOTICE OF THE DEBTORS' RENEWED MOTION FOR AUTHORIZATION
TO ASSUME UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

PLEASE TAKE NOTICE that this motion is scheduled for hearing on November 19, 2013, at 10:00 a.m. (prevailing Central Time), in Bankruptcy Courtroom Seventh Floor North, in the Thomas F. Eagleton U.S. Courthouse, 111 South Tenth Street, St. Louis, Missouri 63102.

WARNING: ANY RESPONSE OR OBJECTION TO THIS MOTION MUST BE FILED WITH THIS COURT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON NOVEMBER 12, 2013. A COPY MUST BE PROMPTLY SERVED UPON THE UNDERSIGNED. FAILURE TO FILE A TIMELY RESPONSE MAY RESULT IN THIS COURT GRANTING THE RELIEF REQUESTED PRIOR TO THE HEARING DATE.

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.

**DEBTORS' RENEWED MOTION FOR AUTHORIZATION TO ASSUME
UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

Patriot Coal Corporation and its affiliated debtors, pursuant to 11 U.S.C. § 365 and Fed. R. Bankr. P. 6006, respectfully file this Motion for Authorization to Assume Unexpired Leases of Nonresidential Real Property (this “**Motion**”). In support of this Motion, the Debtors state as follows:

Relief Requested

1. Pursuant to section 365 of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the Debtors hereby seek the entry of an order²:

(a) authorizing the assumption of certain of the Debtors’ unexpired leases of nonresidential real property (in some cases, as modified) and (b) granting related relief.

Jurisdiction

2. The Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

3. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

4. On July 9, 2012 (the “**Petition Date**”), each Debtor other than Brody Mining, LLC and Patriot Ventures LLC (collectively, the “**Initial Debtors**”) commenced with the United States Bankruptcy Court for the Southern District of New York (the “**SDNY Bankruptcy Court**”) a voluntary case under chapter 11 of the Bankruptcy Code.

² A copy of the proposed order granting the relief requested in this Motion (the “**Proposed Order**”) will be provided to the Core Parties (as defined below) and Alpha Natural Resources, Inc. A copy of the Proposed Order will also be available at: www.patriotcaseinfo.com.

On December 19, 2012, the SDNY Bankruptcy Court entered an order transferring the Initial Debtors' chapter 11 cases to this Court (the "**Transfer Order**") [ECF. No. 1789].³ Subsequently, Brody Mining, LLC and Patriot Ventures LLC (together, the "**New Debtors**") each commenced its chapter 11 case by filing a petition for voluntary relief with this Court on September 23, 2013. The Debtors are authorized to operate their businesses and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. The Initial Debtors' cases are being jointly administered pursuant to Bankruptcy Rule 1015(b) and the Joint Administration Order entered on July 10, 2012 [ECF No. 30], and the New Debtors' cases are being jointly administered with the Initial Debtors' cases pursuant to Bankruptcy Rule 1015(b) and the Order Directing Joint Administration of Chapter 11 Cases entered by this Court on September 27, 2013 in each of the New Debtors' chapter 11 cases.

5. Additional information about the Debtors' businesses and the events leading up to the Petition Date can be found in the Declaration of Mark N. Schroeder pursuant to Local Bankruptcy Rule 1007-2, filed on July 9, 2012 [ECF No. 4], which is incorporated herein by reference.

The Unexpired Leases

6. In connection with the conduct of their businesses, the Debtors are lessees or sublessees under various unexpired leases and subleases of nonresidential real property (collectively, the "**Unexpired Leases**") leased and subleased by Alpha Natural Resources, Inc. and certain of its affiliates (collectively, "**Alpha**").

³ Pursuant to the Transfer Order, all orders previously entered in these chapter 11 cases remain in full force and effect in accordance with their terms notwithstanding the transfer of venue.

7. As of the date hereof, each of the Unexpired Leases are prepetition leases that remain subject to assumption or rejection pursuant to section 365 of the Bankruptcy Code.

8. The Unexpired Leases primarily consist of leases and subleases of coal reserves, but also relate to, among other things, surface property and other rights related to the mining of coal.

The Payment Agreement

9. On the Petition Date, the Debtors filed the Debtors' Motion for an Order (i) Confirming the Massey Payment Agreement Is Not an Executory Contract or, Alternatively, (ii) Approving Rejection of the Massey Payment Agreement (the "**Payment Agreement Motion**") [ECF No. 24]. Pursuant to the Payment Agreement Motion, the Debtors sought a court order (i) confirming that certain payment agreement, dated August 31, 2005, by and between certain subsidiaries of Alpha Natural Resources, Inc. and Debtor Eastern Royalty LLC (the "**Payment Agreement**"), is not an executory contract for purposes of section 365 of the Bankruptcy Code and (ii) approving the Debtors' rejection of the Payment Agreement, to the extent the Payment Agreement was deemed an executory contract.

10. On August 6, 2012, Debtor Eastern Royalty LLC ("**ERC**") filed a Complaint for Declaratory Relief (the "**Complaint**") [ECF No. 281] and commenced an adversary proceeding (the "**Adversary Proceeding**") styled *Eastern Royalty LLC f/k/a Eastern Royalty Corp. v. Boone East Development Co.*, Adv. Pro. No. 12-04353-659, seeking, *inter alia*, a judicial determination that the Payment Agreement (i) is not an

executory contract for purposes of section 365 of the Bankruptcy Code and (ii) is a standalone contract and not integrated with or into any other agreement.

11. On September 7, 2012, Alpha filed an answer to the Complaint in the Adversary Proceeding [Adv. Pro. ECF No. 14], pursuant to which Alpha requested, *inter alia*, dismissal of the Complaint in its entirety.

12. On September 21, 2012, ERC filed the Notice of Motion for Judgment on the Pleadings [Adv. Pro. ECF. No. 16] (the “**Summary Judgment Motion**”), pursuant to which ERC sought an order pursuant to Rule 12(c) of the Federal Rules of Civil Procedure, *inter alia*, granting judgment on the pleadings.

13. On February 26, 2013, the Court heard oral argument on the Summary Judgment Motion.

The Deadline to Assume the Unexpired Leases

14. Section 365(d)(4) of the Bankruptcy Code provides debtors with an initial 120-day period to assume or reject unexpired leases of nonresidential real property. The court may extend the initial 120-day period for 90 days and may grant any subsequent extensions upon prior written consent of the lessor. 11 U.S.C. § 365(d)(4)(B).

15. In these chapter 11 cases, the initial 120-day period ended on November 6, 2012. On October 10, 2012, the Debtors filed the Debtors’ Motion for an Extension of the Time to Assume or Reject Unexpired Leases of Nonresidential Real Property (the “**Motion to Extend**”) [ECF No. 1185]. Pursuant to the Motion to Extend, the Debtors sought a 90-day extension—through and until February 4, 2013 (as extended from time to time, the “**Assumption Deadline**”)—to determine whether to assume or reject various leases, including the Unexpired Leases. The Motion to Extend was approved by the

SDNY Bankruptcy Court by order dated October 23, 2012 (the “**Extension Order**”)
[ECF No. 1465].

16. On January 15, 2013, the Debtors filed the Debtors’ Motion for Authorization to (i) Assume or (ii) Reject Unexpired Leases of Nonresidential Real Property [ECF No. 1995] (the “**Motion to Assume or Reject**”), by which the Debtors sought, *inter alia*, to assume the Unexpired Leases and exclude certain other agreements with certain Alpha subsidiaries, including the Payment Agreement, as well as certain agreements with other counterparties, because such agreements are not subject to section 365(d)(4) of the Bankruptcy Code.

17. On February 8, 2013, this Court entered the Stipulation and Order Extending Time Under 11 U.S.C. § 365(d)(4) for Lease of Non-Residential Real Property with Alpha Natural Resources, Inc. [ECF No. 2781] (the “**Stipulation and Order**”). Pursuant to the Stipulation and Order, the Debtors withdrew the Motion to Assume or Reject as to the Unexpired Leases and this Court extended the Assumption Deadline through and including April 6, 2013. The Stipulation and Order was entered without prejudice to an agreement in writing between the Debtors and Alpha regarding additional extensions beyond April 6, 2013.

18. On March 29, 2013, the Debtors and Alpha agreed in writing to extend the Assumption Deadline through and including June 17, 2013.

19. On June 13, 2013, the Debtors and Alpha agreed in writing to extend the Assumption Deadline through and including August 16, 2013.

20. On August 15, 2013, the Debtors and Alpha agreed in writing to extend the Assumption Deadline to October 18, 2013.

21. On October 18, 2013, the Debtors and Alpha agreed in writing to extend the Assumption Deadline to October 25, 2013.

22. On October 23, 2013, the Debtors and Alpha agreed in writing to extend the Assumption Deadline to October 28, 2013. The Debtors' request for an additional extension was denied by Alpha, which necessitated the filing of this Motion to preserve the Debtors' right to assume the Unexpired Leases.

The Assumed Leases

23. The Debtors have reviewed the Unexpired Leases to determine whether the Unexpired Leases should be assumed or rejected. Among other things, this process has involved reviewing the terms of each of the Unexpired Leases, assessing the market value of the Unexpired Leases, evaluating the potential economic impact of assumption or rejection and evaluating the Unexpired Leases in the context of the Debtors' coal mining operations and overall business plan.

24. In connection with the Debtors' review of the Unexpired Leases, the Debtors have determined to assume the Unexpired Leases identified on Appendix A (Assumed Alpha Leases) and Appendix B (Assumed Boone Lease) attached hereto (collectively, the "**Assumed Leases**"), effective as of November 19, 2013 (the "**Effective Date**").

25. Each Assumed Lease includes any modifications, amendments, addenda and/or supplements thereto and/or restatements thereof; notwithstanding the foregoing, the Assumed Leases shall not include any (i) payments agreements, including the Payment Agreement; (ii) royalty agreements, including overriding royalty agreements; (iii) assignment and assumption agreements; (iv) purchase and other acquisition

agreements; (v) sale agreements; and (vi) purchase option agreements, including, but not limited to, the agreements set forth on Appendix C (Excluded Agreements) attached hereto (collectively, the “**Excluded Agreements**”), in each case which are not unexpired leases of nonresidential real property as that term is used in section 365(d)(4) of the Bankruptcy Code.

26. In addition, pursuant to section 365(b)(1)(A) of the Bankruptcy Code, the Debtors propose to pay to each lessor the applicable amount identified on Appendix A (each, a “**Cure Amount**”) to cure any and all defaults under each Assumed Lease, as required by section 365(b) of the Bankruptcy Code.⁴

27. The Debtors have determined, in their business judgment and to the best of their ability based on the information currently available, that the assumption of the Assumed Leases is appropriate. The premises subject to the Assumed Leases are necessary to the Debtors’ business operations and essential to the Debtors’ restructuring efforts. Although the Debtors currently do not intend to assign the Assumed Leases, the Debtors expressly reserve the right to sell and assign each Assumed Lease at a future date pursuant to sections 363 and 365(f) of the Bankruptcy Code.

28. In addition, the Debtors reserve the right to later seek to reject any Assumed Lease by separate motion if they determine that such a result is appropriate at the time based on their business judgment. The damages for any such later rejection

⁴ For each Assumed Lease, Appendix A and Appendix B include: (a) the name of the lessor for the Assumed Lease; (b) the location and a description of the Assumed Lease; and (c) the proposed Cure Amount to be paid in connection with the assumption of such lease. Due to their voluminous nature, copies of the Assumed Leases are not attached hereto. The descriptions of the Assumed Leases included in Appendix A and Appendix B are provided for convenience only and are not intended to modify, or to represent the Debtors’ interpretation of, the terms of any Assumed Lease.

would be limited by the provisions of applicable law, including section 503(b)(7) of the Bankruptcy Code.

Basis for Relief Requested

A. Applicable Legal Standards

Assumption Is Appropriate When Based on the Proper Exercise of the Debtors' Business Judgment

29. Section 365(a) of the Bankruptcy Code provides that a debtor, “subject to the court’s approval, may assume or reject any executory contract or unexpired lease.” 11 U.S.C. § 365(a). Courts routinely approve motions to assume or reject executory contracts or unexpired leases upon a showing that the debtor’s decision to take such action will benefit the debtor’s estate and is an exercise of sound business judgment. *See Crystalin, L.L.C. v. Selma Prop., Inc. (In re Crystalin, L.L.C.)*, 293 B.R. 455, 463-64 (B.A.P. 8th Cir. 2003) (citing *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1099 (2d Cir. 1993)) (stating that section 365 of the Bankruptcy Code “permits the trustee or debtor-in-possession, subject to the approval of the bankruptcy court, to go through the inventory of executory contracts of the debtor and decide which ones it would be beneficial to adhere to and which ones it would be beneficial to reject”); *see also NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984) (stating that the traditional standard applied by courts under section 365 is that of “business judgment”); *In re Gucci*, 193 B.R. 411, 415 (S.D.N.Y. 1996) (“A bankruptcy court reviewing a trustee’s decision to assume or reject an executory contract should apply its ‘business judgment’ to determine if it would be beneficial or burdensome to the estate to assume it.”).

30. In the Eighth Circuit, the business judgment test for the assumption or rejection of a lease consists of two parts. *In re Crystalin*, 293 B.R. at 464. First, the debtor must carry its burden to prove that assumption benefits the estate. *Id.* Once that initial test is met, “the bankruptcy court should not interfere with the trustee or debtor-in-possession’s business judgment except upon a finding of bad faith or gross abuse of their business discretion.” *Id.* (internal citations and quotations omitted). The debtor need not show, however, that continued performance of a given contract would result in a loss of value for the estate. *In re Audra-John Corp.*, 140 B.R. 752, 755-56 (Bankr. D. Minn. 1992).

31. Courts generally will not second-guess a debtor’s business judgment concerning the assumption, assumption and assignment, or rejection of an executory contract or unexpired lease. *See In re Audra-John Corp.*, 140 B.R. at 756 (“[T]he [business judgment] test embodies considerable deference to the proponent of the rejection, so long as it can articulate sound business reasons for repudiating the contract”) (internal citations omitted); *accord In re Riodizio, Inc.*, 204 B.R. 417, 424 (Bankr. S.D.N.Y. 1997) (“[A] court will ordinarily defer to the business judgment of the debtor’s management”); *Phar-Mor, Inc. v. Strouss Bldg. Assocs.*, 204 B.R. 948, 951–52 (Bankr. N.D. Ohio 1997) (“Whether an executory contract is ‘favorable’ or ‘unfavorable’ is left to the sound business judgment of the debtor Courts should generally defer to a debtor’s decision whether to reject an executory contract.”).

32. The “business judgment” test is not a strict standard: it merely requires a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor’s estate. *See, e.g., Four B. Corporation v. Food Barn Stores, Inc.*

(*In re Food Barn Stores, Inc.*), 107 F.3d 558, 567 n.16 (8th Cir. 1997) (“Where the trustee’s request is not manifestly unreasonable or made in bad faith, the court should normally grant approval ‘[a]s long as [the proposed action] appears to enhance [the] debtor’s estate.’”) (alterations in original) (citation omitted); *Westbury Real Estate Ventures, Inc. v. Bradlees, Inc. (In re Bradlees Stores, Inc.)*, 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996) (“In reviewing a debtor’s decision to assume or reject an executory contract, the court must examine the contract and circumstances and apply its best ‘business judgment’ to determine if the assumption or rejection would be beneficial or burdensome to the estate.”). Further, nothing prevents the parties to a contract from agreeing to postpetition modifications to the contract prior to its assumption. *See City of Covington v. Covington Landing Ltd. P’ship*, 71 F.3d 1221, 1227 (6th Cir. 1995) (“Nothing in the Code suggests that the debtor may not modify its contracts when all parties to the contract consent.”).

33. As set forth above, the Debtors are seeking to assume each of the Assumed Leases and, although they currently have no intention of doing so, the Debtors reserve their right to assign the Assumed Leases to a third party at a later time pursuant to section 365(f) of the Bankruptcy Code.⁵

⁵ Courts have recognized the right of a debtor to assume a lease while maintaining the right to later assign the lease pursuant to the provisions of section 365 of the Bankruptcy Code, which permits assignment notwithstanding an otherwise applicable nonassignability restriction. *See In re Bricker Sys., Inc.*, 44 B.R. 952 (Bankr. E.D. Wis. 1984); *see also In re Federated Dep’t Stores*, 135 B.R. 941, 945 (Bankr. S.D. Ohio 1991) (allowing a one-year lapse of time between assumption and assignment pursuant to section 365(f) of the Bankruptcy Code and stating that *Bricker Systems* “lends clear support to the proposition that an assumed contract may be assigned at a later date”). *Accord L.R.S.C. Co. v. Rickel Home Ctrs., Inc. (In re Rickel Home Ctrs., Inc.)*, 209 F.3d 291, 295 (3d Cir. 2000) (allowing an eight month lapse of time between assumption and assignment); *In re Serv. Merchandise Co., Inc.*, 297 B.R. 675, 690-93 (Bankr. M.D. Tenn. 2002) (in a case where the debtor assumed a lease of nonresidential real property and sought to assign the lease 14 months later, the lessor’s objections to assignment based on certain lease provisions granting a right of first refusal were overruled as violations of section 365(f) of the Bankruptcy Code).

B. Application of Relevant Standards

The Debtors Have Determined That the Proposed Treatment of the Assumed Leases Is Appropriate.

34. The proposed assumption by the Debtors of the Assumed Leases is an appropriate exercise of the Debtors' business judgment based upon the information available to the Debtors at this point in their chapter 11 cases. Specifically, for each of the Assumed Leases, the Debtors have assessed the relevant markets and their business operations in light of the current status of their reorganization efforts.

35. The Debtors have determined that the premises leased under the Assumed Leases are necessary to their current and future business operations and that the rejection of these leases and turnover of the underlying properties would be disruptive and costly. For example, the Debtors have evaluated the amount of coal at the premises leased under the Assumed Leases and the costs associated with maintaining the lease. The Debtors have determined in their business judgment that the costs associated with assuming and servicing the Assumed Leases are outweighed by the potential benefits at this time.

36. For all of these reasons, the Debtors believe that the assumption of the Assumed Leases is proper under the circumstances and should be approved. Moreover, the Debtors submit that the payment of the Cure Amounts will fully satisfy the Debtors' obligations to cure outstanding defaults under the Assumed Leases, pursuant to section 365(b) of the Bankruptcy Code, and should be approved.

Objections

37. Any objection to this Motion (an "**Assumption Objection**") must be filed in writing on or before 4:00 p.m. prevailing Central Time on November 12, 2013 (the "**Objection Deadline**") and served in accordance with the Case Management Order (as

defined below). Any such Assumption Objection must set forth with specificity the legal and factual basis for such objection.

38. Additionally, any counterparty to an Assumed Lease may object to a proposed Cure Amount by filing a written objection (a “**Cure Objection**” and, together with an Assumption Objection, each an “**Objection**”) on or before the Objection Deadline. Any Cure Objection must set forth with specificity (i) the Assumed Lease to which the Cure Objection pertains; (ii) the basis for the Cure Objection; (iii) the provision(s) of the Assumed Lease or any other agreement under which the objecting party contends any uncured default exists, if any; and (iv) the amount that the objecting party asserts as the Cure Amount.

39. Notwithstanding that an Objection may be resolved by the Debtors after the Assumption Deadline, any such Assumed Lease shall not be deemed rejected pursuant to section 365(d)(4) of the Bankruptcy Code.

40. The Debtors request that any assumption of an Assumed Lease approved by the Court notwithstanding an Objection (and regardless of the date of such approval) shall be effective as of the Effective Date.

Notice

41. Consistent with the Order Granting Debtors’ Motion for an Order Establishing Certain Notice, Case Management and Administrative Procedures entered on March 22, 2013 [ECF No. 3361] (the “**Case Management Order**”), the Debtors will serve notice of this Motion on (a) the Core Parties, (b) the Non-ECF Service Parties (as those terms are defined in the Case Management Order) and (c) Alpha. All parties who have requested electronic notice of filings in these cases through the Court’s ECF system

will automatically receive notice of this motion through the ECF system no later than the day after its filing with the Court. A copy of this Motion and any order approving it will also be made available on the Debtors' Case Information Website (located at <http://www.PatriotCaseInfo.com>). A copy of the Proposed Order is available at www.patriotcaseinfo.com/orders.php (the "**Patriot Orders Website**"). The Proposed Order may be modified or withdrawn at any time without further notice. If any significant modifications are made to the Proposed Order, an amended Proposed Order will be made available on the Patriot Orders Website, and no further notice will be provided. In light of the relief requested, the Debtors submit that no further notice is necessary. Pursuant to paragraph 14 of the Case Management Order, if no objections are timely filed and served in accordance therewith, the relief requested herein may be entered without a hearing.

WHEREFORE the Debtors respectfully request that the Court (a) enter the Proposed Order, granting the relief requested herein; and (b) grant such other and further relief to the Debtors as the Court may deem proper.

Dated: October 28, 2013
New York, New York

Respectfully submitted,
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SCHEDULE 1
(Debtor Entities)

1. Affinity Mining Company
2. Apogee Coal Company, LLC
3. Appalachia Mine Services, LLC
4. Beaver Dam Coal Company, LLC
5. Big Eagle, LLC
6. Big Eagle Rail, LLC
7. Black Stallion Coal Company, LLC
8. Black Walnut Coal Company
9. Bluegrass Mine Services, LLC
10. Brook Trout Coal, LLC
11. Catenary Coal Company, LLC
12. Central States Coal Reserves of Kentucky, LLC
13. Charles Coal Company, LLC
14. Cleaton Coal Company
15. Coal Clean LLC
16. Coal Properties, LLC
17. Coal Reserve Holding Limited Liability Company No. 2
18. Colony Bay Coal Company
19. Cook Mountain Coal Company, LLC
20. Corydon Resources LLC
21. Coventry Mining Services, LLC
22. Coyote Coal Company LLC
23. Cub Branch Coal Company LLC
24. Dakota LLC
25. Day LLC
26. Dixon Mining Company, LLC
27. Dodge Hill Holding JV, LLC
28. Dodge Hill Mining Company, LLC
29. Dodge Hill of Kentucky, LLC
30. EACC Camps, Inc.
31. Eastern Associated Coal, LLC
32. Eastern Coal Company, LLC
33. Eastern Royalty, LLC
34. Emerald Processing, L.L.C.
35. Gateway Eagle Coal Company, LLC
36. Grand Eagle Mining, LLC
37. Heritage Coal Company LLC
38. Highland Mining Company, LLC
39. Hillside Mining Company
40. Hobet Mining, LLC
41. Indian Hill Company LLC
42. Infinity Coal Sales, LLC
43. Interior Holdings, LLC
44. IO Coal LLC
45. Jarrell's Branch Coal Company
46. Jupiter Holdings LLC
47. Kanawha Eagle Coal, LLC
48. Kanawha River Ventures I, LLC
49. Kanawha River Ventures II, LLC
50. Kanawha River Ventures III, LLC
51. KE Ventures, LLC
52. Little Creek LLC
53. Logan Fork Coal Company
54. Magnum Coal Company LLC
55. Magnum Coal Sales LLC
56. Martinka Coal Company, LLC
57. Midland Trail Energy LLC
58. Midwest Coal Resources II, LLC
59. Mountain View Coal Company, LLC
60. New Trout Coal Holdings II, LLC
61. Newtown Energy, Inc.
62. North Page Coal Corp.
63. Ohio County Coal Company, LLC
64. Panther LLC
65. Patriot Beaver Dam Holdings, LLC
66. Patriot Coal Company, L.P.
67. Patriot Coal Corporation
68. Patriot Coal Sales LLC
69. Patriot Coal Services LLC
70. Patriot Leasing Company LLC
71. Patriot Midwest Holdings, LLC
72. Patriot Reserve Holdings, LLC
73. Patriot Trading LLC
74. PCX Enterprises, Inc.
75. Pine Ridge Coal Company, LLC
76. Pond Creek Land Resources, LLC
77. Pond Fork Processing LLC
78. Remington Holdings LLC
79. Remington II LLC
80. Remington LLC
81. Rivers Edge Mining, Inc.
82. Robin Land Company, LLC
83. Sentry Mining, LLC
84. Snowberry Land Company
85. Speed Mining LLC
86. Sterling Smokeless Coal Company, LLC
87. TC Sales Company, LLC
88. The Presidents Energy Company LLC
89. Thunderhill Coal LLC
90. Trout Coal Holdings, LLC
91. Union County Coal Co., LLC
92. Viper LLC
93. Weatherby Processing LLC
94. Wildcat Energy LLC
95. Wildcat, LLC
96. Will Scarlet Properties LLC
97. Winchester LLC
98. Winifrede Dock Limited Liability Company
99. Yankeetown Dock, LLC
100. Brody Mining, LLC
101. Patriot Ventures LLC

Appendix A—Assumed Alpha Leases

Debtors' Contract ID	Debtor Parties to the Contracts and Leases to be Assumed	Counterparties to the Contracts and Leases to be Assumed	Date of Contract or Lease	Location and Description of Real Property that is the Subject of a Lease to be Assumed	Cure Amount
LND 843	ROBIN LAND COMPANY, LLC	BLACK KING MINE DEVELOPMENT CO.	4/29/1997	CABIN CREEK AREA; 2350-000003-00 : COAL LEASE, AS AMENDED	\$0.00
LMS0329	RIVERS EDGE MINING, INC.	BOONE EAST DEVELOPMENT CO.	10/22/2007	RIVERS EDGE; 0793-000013-00 : ROAD EASEMENT	\$0.00
LMS1538	ROBIN LAND COMPANY, LLC	BOONE EAST DEVELOPMENT CO.	12/30/1992	2330-000020-00 : ROAD EASEMENT	\$0.00
LND 808	ROBIN LAND COMPANY, LLC	BOONE WEST DEVELOPMENT CO.	12/11/2009	LINCOLN/BOONE AREA; 2335-000367-00 : COAL SUBLEASE	\$0.00
LND 020	PINE RIDGE COAL COMPANY, LLC	CENTRAL WEST VIRGINIA ENERGY CO.	1/1/1993	BIG MOUNTAIN LAND AREA; 0862-000011-00 : COAL SUBLEASE	\$0.00
LND 019	PINE RIDGE COAL COMPANY, LLC	ELK RUN COAL COMPANY	10/1/1990	BIG MOUNTAIN LAND AREA; 0862-000008-00 : COAL SUBLEASE	\$0.00
LMS0908	ROBIN LAND COMPANY, LLC	LOGAN COUNTY MINE SERVICES, INC.	11/12/1987	LOGAN COUNTY AREA; 2340-000286-00: SUBLEASE; SURFACE SUBLEASE FROM MASSEY	\$0.00

Appendix B—Assumed Boone Lease

Debtors' Contract ID	Debtor Parties to the Contracts and Leases to be Assumed	Counterparties to the Contracts and Leases to be Assumed	Date of Contract or Lease	Location and Description of Real Property that is the Subject of a Lease to be Assumed	Cure Amount
LND 057	EASTERN ROYALTY, LLC	BOONE EAST DEVELOPMENT CO.	8/1/2005	EASTERN ROYALTY LAND AREA; 0883-000010-00 : COAL LEASE; COAL LEASE- 8/1/05- BETWEEN BOONE EAST DEVELOPMENT AND EASTERN ROYALTY	\$0.00

Appendix C—Excluded Agreements

Debtors' Contract ID	Debtor Parties to the Contracts	Counterparties to the Contracts	Date of Contract	Location and Description
LMS2385	ROBIN LAND COMPANY, LLC	BLACK KING MINE DEVELOPMENT CO.	6/1/2007	CAMPB CREEK/SHREWSBURY AREA; 2330-000060-00 : AGREEMENT; JUNE 2007 AGREEMENT W/ MASSEY
LND 6167	ROBIN LAND COMPANY, LLC	BLACK KING MINE DEVELOPMENT CO.	7/31/1995	CABIN CREEK AREA; 2350-000018-00 : AGREEMENT OF PURCHASE AND SALE, PARTIAL ASSIGNMENT, AND DEED
LND 6170	ROBIN LAND COMPANY, LLC	BLACK KING MINE DEVELOPMENT CO.	4/29/1997	CABIN CREEK AREA; 2350-000022-00 : AGREEMENT
LND 6174	ROBIN LAND COMPANY, LLC	BLACK KING MINE DEVELOPMENT CO.	6/1/2007	CABIN CREEK AREA; 2350-000031-00 : AGREEMENT; JUNE 2007 EXCHANGE TRANSACTION
LMS0333	EASTERN ROYALTY, LLC	BOONE EAST DEVELOPMENT CO.	6/27/2008	EASTERN ROYALTY LAND AREA; 0883-000014-04 : AGREEMENT; 2008 PAYMENT AGREEMENT
LND 3628	EASTERN ROYALTY, LLC	BOONE EAST DEVELOPMENT CO.	6/27/2008	EASTERN ROYALTY LAND AREA; 0883-000010-03 : AGREEMENT; AGREEMENT - PAYMENT AGREEMENT EFFECTIVE 6/27/08 BETWEEN BOONE EAST DEVELOPMENT CO. AND EASTERN ROYALTY, LLC
LND 3319	EASTERN ASSOCIATED COAL, LLC	BOONE EAST DEVELOPMENT CO.	8/31/2005	KOPPERSTON RESERVE AREA; 0865-000001-02 : AGREEMENT; PAYMENT AGREEMENT- MASSEY TO PATRIOT (8-31-05)
LMS0332	EASTERN ROYALTY, LLC	BOONE EAST DEVELOPMENT CO.	6/27/2008	EASTERN ROYALTY LAND AREA; 0883-000014-03 : 2008 AGREEMENT
LND 3627	EASTERN ROYALTY, LLC	BOONE EAST DEVELOPMENT CO.	6/27/2008	EASTERN ROYALTY LAND AREA; 0883-000010-02 : AGREEMENT DATED 6/27/2008 AMONG BOONE EAST DEVELOPMENT CO. AND ELK RUN COAL COMPANY INC. AND HERITAGE COAL COMPANY LLC AND EASTERN ROYALTY, LLC CONTAINING LEASE SURRENDERS, LEASE AMENDMENTS, PAYMENTS, AND PAYMENT AGRE
LND 6174	ROBIN LAND COMPANY, LLC	BOONE EAST DEVELOPMENT CO.	6/1/2007	CABIN CREEK AREA; 2350-000031-00 : AGREEMENT; JUNE 2007 EXCHANGE TRANSACTION
LND 7019	PINE RIDGE COAL COMPANY, LLC; EASTERN ASSOCIATED COAL, LLC	BOONE EAST DEVELOPMENT CO.	9/10/1999	862-015 - MASSEY AGREEMENT
LMS0336	ROBIN LAND COMPANY, LLC	BOONE EAST DEVELOPMENT CO.	9/30/2011	2330-000001-01 : ASSIGNMENT; PARTIAL ASSIGNMENT OF WARD HEIRS LEASE
CRAL7	EASTERN ROYALTY, LLC	BOONE EAST DEVELOPMENT CO.	8/31/2005	8-31-2005 PAYMENT AGREEMENT
LMS3082-001	EASTERN ROYALTY, LLC	BOONE EAST DEVELOPMENT CO.	8/31/2005	PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (WPP RESERVES)
LND 3674	ROBIN LAND COMPANY, LLC	BOONE WEST DEVELOPMENT CO.	3/31/2008	LINCOLN/BOONE AREA; 2335-000206-00 : COAL LEASE; AGREEMENT - AGREEMENT DATED 3/31/08 BETWEEN ROBIN LAND COMPANY, LLC AND BOONE WEST DEVELOPMENT CO.
LMS0448	PINE RIDGE COAL COMPANY, LLC	CERES LAND COMPANY	8/31/2005	WALHONDE LAND AREA; 0860-000003-02 : AGREEMENT; PAYMENT AGREEMENT 8-31-05- MASSEY TO PATRIOT
LND 3310	PINE RIDGE COAL COMPANY, LLC	ELK RUN COAL COMPANY, INC.	8/31/2005	BIG MOUNTAIN LAND AREA; 0862-000001-01 : AGREEMENT; PAYMENT AGREEMENT - ELK RUN TO PATRIOT (8-31-05)
LND 7020	PINE RIDGE COAL COMPANY, LLC	INDEPENDENCE COAL COMPANY INC	9/1/1991	862-017 - ASSIGNMENT AND ASSUMPTION AGREEMENT
LND 7016	PINE RIDGE COAL COMPANY, LLC	INDEPENDENCE COAL COMPANY INC	3/1/2003	862-017 - PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT
LMS1841	ROBIN LAND COMPANY, LLC	MARFORK COAL CO. INC.	4/29/1997	CABIN CREEK AREA; 2350-000002-00 : OVERRIDING ROYALTY
CRAL7	EASTERN ROYALTY, LLC	NEW RIVER ENERGY CORPORATION	8/31/2005	8-31-2005 PAYMENT AGREEMENT
LND 058-001	EASTERN ROYALTY, LLC	NEW RIVER ENERGY CORPORATION	8/31/2005	PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (BERWIND NO. 2 GAS RESERVES)
LND 7017	PINE RIDGE COAL COMPANY, LLC	OMAR MINING COMPANY	1/1/1993	862-014 - PARTIAL ASSIGNMENT, LEASE AMENDMENT AND CONSENT TO ASSIGN
CRAL7	EASTERN ROYALTY, LLC	PERFORMANCE COAL COMPANY	8/31/2005	8-31-2005 PAYMENT AGREEMENT
LMS0237-001	EASTERN ROYALTY, LLC	PERFORMANCE COAL COMPANY	8/31/2005	PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (BERWIND NO. 2 GAS RESERVES)
LND 059-001	EASTERN ROYALTY, LLC	PERFORMANCE COAL COMPANY	8/31/2005	PARTIAL ASSIGNMENT AND ASSUMPTION AGREEMENT (WPP RESERVES)
LND3674-1	ROBIN LAND COMPANY, LLC	BOONE WEST DEVELOPMENT CO.	3/31/2008	LINCOLN/BOONE AREA; 2335-000205-00