

DAVIS POLK & WARDWELL LLP
450 Lexington Avenue
New York, New York 10017
Telephone: (212) 450-4000
Facsimile: (212) 607-7983
Marshall S. Huebner
Brian M. Resnick
Antonio J. Perez-Marques
Jonathan D. Martin

*Counsel to Plaintiff/Debtor
and Debtor in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re: PATRIOT COAL CORPORATION, <i>et al.</i> Debtors,	Chapter 11 Case No. 12-12900 (SCC) (Jointly Administered)
ROBIN LAND COMPANY, LLC, Plaintiff, v. STB VENTURES, INC., Defendant.	Adv. Pro. No. 12-01793 (SCC)

**DEBTOR ROBIN LAND COMPANY, LLC'S RESPONSE TO
THE MOTION OF ARCH COAL, INC., ARK LAND COMPANY
AND ARK LAND KH, INC. TO INTERVENE AS DEFENDANTS**

Plaintiff Robin Land Company, LLC (“**RLC**”), one of the affiliated debtor entities in the above-captioned chapter 11 case, by and through its undersigned attorneys, respectfully submits this response (“**Response**”) to the Motion of Arch Coal, Inc., Ark Land Company and Ark Land

KH, Inc. (collectively, “**Arch**”) to Intervene as Defendants (the “**Motion**”). In support of this Response, RLC respectfully represents as follows:

RESPONSE

1. As an initial matter, the Motion includes numerous assertions that have no basis in fact or law and that RLC does not concede. That said, RLC does not oppose permitting Arch to intervene as a defendant in this action, primarily because that intervention should not – and should not be permitted to – delay a prompt resolution of RLC’s request for a declaratory judgment that the STB Override Agreement (as defined in RLC’s Complaint) is a standalone, non-executory contract.

2. As Arch concedes (Mot. ¶ 20), the Motion necessarily moots the pending Motion to Dismiss filed by STB. Upon the filing of answers by STB and Arch, RLC’s declaratory judgment claim can and should be resolved promptly as a matter of law.

3. Indeed, on an appropriate motion, RLC will demonstrate that Arch’s contention in the Motion that the STB Override Agreement is somehow integrated with other contracts is unfounded. That contention – which comes more than three months after RLC filed its Complaint – appears to be nothing more than an eleventh-hour attempt by Arch to forestall separate claims by STB that Arch is obligated under a prior guaranty to pay any amounts owing under the STB Override Agreement. (See, e.g., Mot. ¶ 13.) Accordingly, while Arch’s motive to contrive an argument that the STB Override Agreement is not a standalone, non-executory contract is perfectly clear, so too is the baselessness of that argument.

4. While RLC does not oppose permitting Arch to intervene as a defendant in this action, RLC reserves its rights in all other respects.

CONCLUSION

As stated above, RLC does not oppose permitting Arch to intervene in this action but reserves all of its rights in all other respects.

Dated: New York, New York
December 10, 2012

ROBIN LAND COMPANY, LLC

By: /s/ Jonathan D. Martin
Marshall S. Huebner
Brian M. Resnick
Antonio J. Perez-Marques
Jonathan D. Martin

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