

**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)**

Objection Deadline:

**April 16 2013 at 4:00 p.m.
(prevailing Central Time)**

Hearing Date (if necessary):

**April 23, 2013 at 10:00 a.m.
(prevailing Central Time)**

Hearing Location:

Courtroom 7 North

**NOTICE AND DEBTORS' MOTION PURSUANT TO SECTION 362 OF THE
BANKRUPTCY CODE AND BANKRUPTCY RULE 4001 FOR AN
ORDER MODIFYING THE AUTOMATIC STAY TO PERMIT
PAYMENTS OF DEFENSE EXPENSES UNDER INSURANCE POLICY**

PLEASE TAKE NOTICE THAT this motion is scheduled for hearing on April 23, 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 THE COURT BY 4:00 P.M. (PREVAILING CENTRAL TIME) ON APRIL 16, 2013. A COPY MUST BE PROMPTLY SERVED UPON THE UNDERSIGNED. FAILURE TO FILE A TIMELY RESPONSE MAY RESULT IN THE 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' MOTION PURSUANT TO SECTION 362 OF THE
BANKRUPTCY CODE AND BANKRUPTCY RULE 4001 FOR AN
ORDER MODIFYING THE AUTOMATIC STAY TO PERMIT
PAYMENTS OF DEFENSE EXPENSES UNDER INSURANCE POLICY**

Patriot Coal Corporation (“**Patriot**”) and its subsidiaries that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”) respectfully represent:

Relief Requested

1. By this motion (the “**Motion**”), the Debtors respectfully move this Court, pursuant to section 362 of the Bankruptcy Code, Rule 4001 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rule 4001-1 of the Local Rules of the Bankruptcy Court for the Eastern District of Missouri (the “**Local Rules**”), for entry of an order (the “**Proposed Order**”) ² (i) granting relief from the automatic stay, to the extent it applies, to advance and/or pay under an insurance policy those defense expenses being incurred by the insured persons of the Debtors, and (ii) requiring notice to the Debtors and the official committee of unsecured creditors (the “**Creditors’ Committee**”) regarding the insurance coverage provided and the amounts paid. ³

Background and Jurisdiction

2. On July 9, 2012 (the “**Petition Date**”), each Debtor commenced with the United States Bankruptcy Court for the Southern District of New York (the “**SDNY**”

² The Proposed Order granting the relief requested in this Motion will be provided to (i) the Core Parties (as defined below) and XL Speciality Insurance Company. A copy of the Proposed Order will be made available at www.patriotcaseinfo.com/orders.php.

³ The Debtors are submitting this Motion without prejudice to any future motion to extend the automatic stay to apply to suits naming the Debtors’ officers, directors, and/or employees as Defendants.

Bankruptcy Court”) a voluntary case under chapter 11 of the Bankruptcy Code. On December 19, 2012, the SDNY Bankruptcy Court entered an order transferring these chapter 11 cases to this Court (the “**Transfer Order**”) [ECF No. 1789].⁴ 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. These chapter 11 cases are being jointly administered pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and the SDNY Bankruptcy Court’s Joint Administration Order entered on July 10, 2012 [ECF No. 30].

3. 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 of the SDNY Bankruptcy Court, filed on July 9, 2012 [ECF No. 4], which is incorporated herein by reference.

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

Factual Background

5. On February 25, 2013, Bridgehouse Capital Limited (“**Bridgehouse**”) filed suit in the Honorable Plenary Court of First Instance in Qatar (the “**Qatar Complaint**”) (Exhibit A). The Qatar Complaint named as defendants Robert W. Bennett, Beverly Parrish Reynolds, and Carol Damba, employees and/or officers of one of the Debtors (collectively, the “**Defendants**”). The Qatar Complaint alleges that in 2011 the

⁴ 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.

Defendants made fraudulent statements during negotiations with Bridgehouse which resulted in Bridgehouse and an affiliated entity providing a credit support agreement (the “**Support Agreement**”). Pursuant to the Support Agreement, Bridgehouse and an affiliated entity provided certain representations, warranties and covenants regarding the performance of another Bridgehouse affiliate that had entered into a coal supply agreement with Patriot Coal Sales LLC, one of the Debtors. In the Qatar Complaint, Bridgehouse seeks to invalidate its obligations under the Support Agreement and demands damages from the Defendants based on their negotiating for the provision of the Support Agreement.

The Insurance Policy

6. Before the Petition Date, on October 31, 2011, XL Specialty Insurance Company, a member of the XL Americas Company, initially issued the Management Liability and Company Reimbursement Insurance Policy No. ELU123382-11 (the “**Policy**”), subsequently endorsed on October 31, 2012, which is in effect for the period October 31, 2011 to October 31, 2013 (Exhibit B).⁵ Subject to all of its terms and

⁵ The Debtors maintain several directors and officers liability insurance policies providing excess coverage, including, Ace American Insurance Company, Patriot CODA Premier Directors and Officers Liability Excess DIC Policy No. DOX G23652936 005, National Union Fire Insurance Company of Pittsburgh, Pa Excess Edge Policy Number 01-301-28-80, The Hartford Universal Excess Policy Number 00 DA 0246241-11, Axis Excess Policy Number MLN735294/01/2011, Berkley Professional Liability Excess Directors, Officers and Corporate Liability Insurance Policy Number 18004351, Continental Casualty Company Excess Insurance Policy Number 287300168, U.S. Specialty Insurance Company Excess Indemnity Policy Number 14-MGU-11-A25136, Allied World National Assurance Company Excess Directors & Officers Liability Insurance Following Form Policy Number 0305-0514, Zurich Directors and Officers Liability and Reimbursement Excess Policy Number DOC 5940909 03, Chubb Excess Policy Number 8222-9122, RSUI Excess Liability Policy Number HS643735, Endurance American Insurance Company Follow Form Management Liability Insurance Number ADX100003441000, and Ironshore Excess Liability Insurance Policy Number IRH 001192400. The Debtors are moving for relief from the automatic stay, to the extent it applies, only as to the Policy, totaling \$15,000,000, but reserve all rights to move before this Court at a later time should the need arise to access additional insurance proceeds.

conditions, the Policy potentially affords coverage up to a maximum aggregate limit of liability of \$15,000,000, including Defense Expenses.⁶

7. The Policy contains three Insuring Agreements. First, under Insuring Agreement A, coverage is provided to Insured Persons for Loss resulting from a Claim if such Loss is not indemnified by Patriot. Insuring Agreement B provides coverage to Patriot to the extent it indemnifies the Insured Persons for covered Loss in connection with Claims made against Insured Persons. Insuring Agreement C provides coverage to Patriot for Company Loss resulting from any Securities Claim made against Patriot.

8. The Policy defines Insured Persons to include (i) “any past, present or future director or officer, or member of the Board of Managers, of the Company and those persons serving in a functionally equivalent role for the Parent Company or any Subsidiary” and (ii) any employee of the Company who is a defendant on a Claim “also made and continuously maintained against an Original Insured Person.”

9. The Policy defines “Loss” to mean “damages, judgments, settlements or other amounts,” and “Defense Expenses.” The Policy defines “Defense Expenses” to mean “reasonable legal fees and expenses incurred in the defense of any Claim.”

10. Section IV of the Policy, titled, “Limit of Liability, Indemnification and Retentions,” at Item D provides that “[i]n the event of financial insolvency, the Retention(s) applicable to Insuring Agreement A shall apply.”

11. Section V of the Policy, titled, “Defense, Settlement and Allocation of Loss,” at Item C provides that upon the written request of an Insured, Insurer will

⁶ Unless otherwise defined herein, each capitalized term shall have the meaning ascribed to such term in the Policy.

advance Defense Expenses on a current basis in excess of the applicable Retention, if any, before the disposition of the Claim for which the policy provides coverage.

12. Endorsement No. 16 of the Policy, titled "Priority of Payments," provides that Loss shall be paid as follows: "(1) first, the Insurer shall pay that Loss, if any, which the Insurer may be liable to pay on behalf of the Insured Persons under Insuring Agreement (A); (2) second, the Insurer shall pay that Loss, if any, which the Insurer may be liable to pay on behalf of [Patriot] under Insuring Agreement (B); and (3) third, the Insurer shall make such other payments which the Insurer may be liable to make under Insuring Agreement (C) or otherwise."

Basis for Relief

13. The Debtors seek the entry of an order granting relief from the automatic stay provided for in section 362(a) of the Bankruptcy Code, to the extent it applies, to allow the XL Specialty Insurance Company to advance Defense Expenses to the Defendants, and to any future covered individuals who might be named as defendants in related or similar actions, in each case as permitted under the Policy.

The Automatic Stay Should Be Modified, to the Extent it Applies, Because the Proceeds of the Policy May Not Be Property of the Estate, and Good Cause Exists to Modify the Stay

14. It is not clear whether the proceeds of the Policy are property of the Debtors' estate. To the extent they are deemed not to be property of the estate, the automatic stay would not apply, as described below.

15. Section 362(a)(3) of the Bankruptcy Code provides for an automatic stay of any action seeking to obtain possession or exercise control over property of the bankruptcy estate. As discussed in a recent decision of the Bankruptcy Court for the

Southern District of New York, *In re MF Global Holdings, Ltd., et al.*, the question of whether proceeds of an insurance policy are property of the bankruptcy estate is complex and somewhat unsettled. 469 B.R. 177, 190 (Bankr. S.D.N.Y. 2012). Although it is “well-settled that a debtor’s liability insurance is considered property of the estate . . . ‘the courts are in disagreement over whether the proceeds of a liability insurance policy are property of the estate.’” *Id.* (quoting *In re Downey Fin. Corp.*, 428 B.R. 595, 603 (Bankr. D. Del. 2010)) (emphasis added). Several courts have held that where a policy provides for payment only to a third party (such as payments to officers or directors), or where the debtor is insured by the policy, but its right of coverage or indemnification is merely speculative, the proceeds of such policy are not the property of the bankruptcy estate, and accordingly not subject to the automatic stay. *See, e.g., In re Adelphia Commc’ns Corp.*, 298 B.R. 49, 53 (S.D.N.Y. 2004) (holding that proceeds of a D&O insurance policy were not the property of the estate because “it has not been suggested that any of the Debtors has made any payments for which it would be entitled to indemnification coverage, or that any such payments are now contemplated,” rendering any property interest such debtors might have in the insurance proceeds hypothetical) (internal quotation omitted); *In re L.A. World Exposition, Inc.*, 832 F.2d 1391, 1401 (5th Cir. 1987) (holding that proceeds of a D&O policy belonged only to the officers and directors, and therefore were not property of the estate).

16. In determining whether proceeds are property of the estate, courts examine “the language and scope of the policy at issue.” *In re Allied Digital Tech. Corp.*, 306 B.R. 505, 509 (Bankr. D. Del. 2004).

17. Consistent with the purpose of D&O liability insurance policies, the Debtors purchased the Policy to provide insurance coverage to their officers, directors, and employees. *See In re First Cent. Fin. Corp.*, 238 B.R. 9, 16 (Bankr. E.D.N.Y. 1999) (“In essence and at its core, a D&O policy remains a safeguard of officer and director interests and not a vehicle for corporate protection.”). As described above, the Policy provides coverage to the Debtors only to the extent that (1) they indemnify the covered individuals, or (2) they suffer a loss as result of a Securities Claim. “Claiming the debtors now have a property interest in . . . proceeds [of D&O insurance] makes no sense” because Patriot has not made any payments for which it would be entitled to coverage under the Policy, nor does it contemplate doing so. *See In re Adelpia* 298 B.R. at 53. Indeed, to the extent the Debtors were to be named as defendants in the Qatar Complaint, they would not be entitled to entity coverage under the Policy because the Qatar Complaint does not allege a Securities Claim. Thus, the Debtors have no right to the proceeds of the Policy except to the extent that they provide indemnification for covered individuals.

18. Furthermore, as discussed above, the Policy contains a Priority of Payments provision that expressly subordinates any potential right of the Debtors to proceeds payable under the Policy to the rights of the Insured Persons. Courts have held that this type of provision is enforceable, and should be upheld for the benefit of the Insured Persons as intended. *See* Transcript of Record at 14, *In re Enron Corp.*, Case No. 01-16034 (Bankr. S.D.N.Y. Apr. 11, 2002) [Docket No. 3278] (Exhibit C) (“[T]he parties are bound by the contractual provisions of the policy. The Debtors’ interest in the policy is limited by its contractual provisions including a priority advancement and payment

obligations contained in those policies. The Court cannot rewrite the provisions of the contract.”). As a result, any putative property interest the Debtors may have in the proceeds of the Policy would be subordinate to the interest of the Insured Persons in the first instance.

19. Whether or not the insurance proceeds of the Policy are deemed to be property of the estate, good cause exists for this Court to grant relief from the automatic stay for the purpose of permitting XL Specialty Insurance Company to advance Defense Expenses to the Defendants, and to any covered individuals who might be named as defendants in future related actions, as permitted under the Policy. Under circumstances similar to those presented here, the court in *MF Global* declined to rule as to whether the proceeds of the insurance policy at issue in that case were property of the estate, but lifted the stay in any event for good cause shown. *In re MF Global Holdings Ltd.*, 469 B.R. at 191; *see also In re Global Crossing Sec. & ERISA Litig.*, 225 F.R.D. 436, 463-64 (S.D.N.Y. 2004).

20. Section 362(d) of the Bankruptcy Code provides that “the court shall grant relief from the stay . . . for cause.” 11 U.S.C. § 362(d)(1). “Because neither the Code nor the legislative history provides a specific definition of what constitutes ‘cause’ under § 362(d), courts must determine whether relief is appropriate on a case by case basis, taking into consideration the interests of the debtor, the claimants and the estate.” *See In re MacInnis*, 235 B.R. 255, 259 (S.D.N.Y. 1998).

21. In making the determination of whether to grant relief from the stay for cause, courts in the Eighth Circuit look to balance the potential prejudice to the debtor, to the bankruptcy estate, and to the other creditors against the hardship to the moving party

if relief is not granted. *See, e.g., Wiley v. Hartzler (in Re Wiley)*, 288 B.R. 818, 822 (B.A.P. 8th Cir. 2003). Courts consider several factors in weighing harm to these parties, including: (1) judicial economy; and (2) the cost of defense or other potential burden to the bankruptcy estate and the impact of the litigation on other creditors.⁷

22. As detailed above, the Policy provides coverage to Insured Persons who have a present need for payment of their Defense Expenses. This need is routinely held to justify modifying the automatic stay to prevent insured individuals from suffering irreparable harm. *See Adelpia Commc'ns Corp. v. Assoc. Ins. Serv., Ltd. (In re Adelpia Commc'ns Corp.)*, 285 B.R. 580, 598 (Bankr. S.D.N.Y. 2002) (granting relief from stay in order to permit primary insurer to advance defense costs) *vacated and remanded on other grounds*, 298 B.R. 49 (S.D.N.Y. 2003); *see also In re Downey Fin. Corp.*, 428 B.R. 595 (Bankr. D. Del. 2010) (same); *In re CyberMedica, Inc.*, 280 B.R. 18-19 (granting relief from stay because directors and officers would suffer irreparable harm if prevented from accessing defense payments under D&O policy).

23. The Insured Persons' need to access insurance coverage to pay Defense Expenses far outweighs any potential harm that could be suffered by the Debtors. "Lifting the automatic stay to permit [an insurance company] to advance defense costs on behalf of Individual Insureds would not severely prejudice Debtors' estates. But failure to do so would significantly injure the Individual Insureds, whose defense costs are covered by the [Policies]." *In re MF Global Holdings Ltd.*, 429 B.R. at 193. Although it is true that to the extent the aggregate coverage limit is reduced by the payment of

⁷ The other factors considered when applicable are: (1) trial readiness; (2) the resolution of preliminary bankruptcy issues; and (3) the creditor's chance of success on the merits. *Id.*

proceeds to the Defendants there is less coverage available for the Debtors, the Debtors have no current need to access that coverage, and any future need is wholly hypothetical. Similarly, the possibility that the aggregate coverage will be significantly diminished by the defense of the Defendants is entirely speculative at this point. *See Downey*, 428 B.R. at 609 (modifying the stay to permit the payment of insurance proceeds where “there is no chance that lifting the stay would allow the insureds to run up unlimited defense costs and ultimately exhaust the Policy coverage”).

24. Furthermore, as evidenced by the fact that the Debtors are bringing this Motion, modifying the automatic stay, to the extent it applies, to permit payment of the Defense Expenses out of insurance proceeds will benefit the Debtors as well as the Insured Persons. The Debtors have an obligation under their by-laws to “indemnify any current or former Director or officer of the Corporation and may, at the discretion of the Board of Directors, indemnify any current or former employee . . . to the fullest extent permitted by the Delaware General Corporation Law.” (By-Laws of Patriot Coal Corporation at Article IV) (Exhibit D). If the Insurers are barred from advancing Defense Expenses, the Insured Persons may assert indemnification claims against Debtors for such amounts. The harm caused by paying such indemnification claims from Debtors’ estates can be avoided by permitting payment of Defense Expenses from the proceeds of the Policy.

25. Equitable considerations further support a modification of the stay in this case, as they did in *MF Global*. 469 B.R. at 176-77 (“[T]he Individual Insureds would suffer significant hardships if the Policies were disabled . . . [B]ankruptcy courts should be wary of impairing the contractual rights of directors and officers even in cases where

the policies provide entity coverage.”) (internal citations omitted). As is the case with any company, Patriot’s directors, officers, and employees rely upon the protection of liability insurance while carrying out their duties. Patriot’s ability to hire and retain key executives would be hindered if the contract providing for this D&O coverage were impaired. *See Adelpia*, 285 B.R. at 598 (“The Court believes that if directors and officers are to serve, they need to have comfort in knowing that bankruptcy courts will be slow in depriving them of contractual rights under the D&O policies upon which they have relied in agreeing to serve.”). This Court should accordingly modify the automatic stay, to the extent it applies, to avoid conflict with the “usual claim submission, determination and payment processes dictated by the Policies.” *MF Global Holdings Ltd.*, 469 B.R. at 177.

Notice

26. Consistent with the 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 the (i) Core Parties (as defined in the Case Management Order) and (ii) XL Speciality Insurance Company (collectively, the “**Service Parties**”). 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 www.patriotcaseinfo.com). A copy of the Proposed Order will be provided to the Service Parties, and will be 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.

No Previous Request

27. No previous request for the relief sought herein has been made by the Debtors to this or any other court.

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as is just and proper.

Dated: April 2, 2013
New York, New York

Respectfully submitted,

DAVIS POLK & WARDWELL LLP

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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

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In re
PATRIOT COAL CORPORATION, et al.,
Debtors.

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

SUMMARY OF EXHIBITS

The following exhibits referenced in the Debtors' Motion for an Order Modifying the Automatic Stay to Permit Payments of Defense Costs Under Insurance Policy (the "**Exhibits**") will be served on the Court, the office of the U.S. Trustee, counsel to the official committee of unsecured creditors, counsel to the administrative agents for the Debtors' postpetition lenders, and XL Specialty Insurance Company (collectively, the "**Service Parties**"). Copies of the Exhibits will be made available at www.patriotcaseinformation/exhibits.php and will be made available for inspection at the hearing.

- Exhibit A: Qatar Complaint – Bridgehouse Capital Limited v. Bennett
- Exhibit B: XL Specialty Insurance Company Management Liability and Company Reimbursement Insurance Policy No. ELU123382-11 and Endorsement
- Exhibit C: Transcript of In re Enron Corp., Case No. 01-16034 (Bankr. S.D.N.Y. Apr. 11, 2002)
- Exhibit D: By-Laws of Patriot Coal Corporation

Dated: April 2, 2013
New York, New York

Respectfully submitted,

DAVIS POLK & WARDWELL LLP

/s/ Amelia T.R. Starr

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