

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

Mar 07, 2013

*Kathy A. Surratt - States*  
KATHY A. SURRATT-STATES  
Chief United States Bankruptcy Judge

In re:	)	
	)	
PATRIOT COAL CORPORATION, et al.	)	
	)	
Debtors.	)	Chapter 11
	)	
	)	Cause No. 12-51502-659
	)	
ROBIN LAND COMPANY, LLC,	)	Hon. Kathy A. Surratt-States
	)	
Plaintiff,	)	
	)	
v.	)	Adv. Proc. 12-04355-659
	)	
STB VENTURES, INC., et al.	)	
	)	
Defendants.	)	

**STB VENTURES, INC.’S MOTION FOR LEAVE TO EXCEED PAGE LIMITATIONS IN ITS MOTION (I) UNDER BANKRUPTCY CODE § 365(D)(3) TO COMPEL ROBIN LAND COMPANY TO PAY PART OR ALL OF THE POST-PETITION AMOUNTS DUE UNDER THE STB OVERRIDE AGREEMENT, OR (II) IN THE ALTERNATIVE UNDER BANKRUPTCY CODE § 363 FOR ADEQUATE PROTECTION**

Defendant STB Ventures, Inc. (“STB”) hereby moves the Court pursuant to Local Rule 9004C for an order granting it leave to exceed the page limitation in its Motion (I) Under Bankruptcy Code § 365(d)(3) to Compel Robin Land Company to Pay Part or All of the Post-Petition Amounts Due Under the STB Override Agreement Because (A) Payment of the STB Override Is a Condition of At Least One Unexpired Nonresidential Real Property Lease, and/or (B) The STB Override Agreement Is Integrated With Two Unexpired Nonresidential Real Property Leases, Or (II) In the Alternative, Under Bankruptcy Code § 363 to Provide STB Ventures Adequate Protection of Its Interests Under the STB Override Agreement. In support of its Motion, STB states as follows:

1. STB has filed concurrently herewith (Doc. 38) a Motion (I) Under Bankruptcy Code § 365(d)(3) to Compel Robin Land Company to Pay Part or All of the Post-Petition Amounts Due Under the STB Override Agreement Because (A) Payment of the STB Override Is a Condition of At Least One Unexpired Nonresidential Real Property Lease, and/or (B) The STB Override Agreement Is Integrated With Two Unexpired Nonresidential Real Property Leases, Or (II) In the Alternative, Under Bankruptcy Code § 363 to Provide STB Ventures Adequate Protection of Its Interests Under the STB Override Agreement (the “Motion”).

2. STB’s Motion necessarily contains a detailed factual background section, and argues alternative grounds for granting the requested relief. As a consequence, the Motion exceeds the Court’s 15 page limitations by approximately 12 pages.

3. STB has endeavored to be concise in its Motion, but believes that the additional pages are necessary to adequately set forth the relevant facts and argue its theories.

4. Thus, STB requests leave to exceed the Court’s 15 page limitation by approximately 12 pages in its Motion.

WHEREFORE, for the foregoing reasons, STB Ventures, Inc. respectfully requests leave to exceed the Court’s 15 page limitation by approximately 12 pages in its Motion (I) Under Bankruptcy Code § 365(d)(3) to Compel Robin Land Company to Pay Part or All of the Post-Petition Amounts Due Under the STB Override Agreement Because (A) Payment of the STB Override Is a Condition of At Least One Unexpired Nonresidential Real Property Lease, and/or (B) The STB Override Agreement Is Integrated With Two Unexpired Nonresidential Real Property Leases, Or (II) In the Alternative, Under Bankruptcy Code § 363 to Provide STB

Ventures Adequate Protection of Its Interests Under the STB Override Agreement, and for such other relief as the Court deems just and proper.

DATED: March 5, 2013

SHOOK, HARDY & BACON L.L.P.

By: /s/ Mark Moedritzer

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ATTORNEYS FOR DEFENDANT  
STB VENTURES, INC.

**CERTIFICATE OF SERVICE**

I hereby certify that on March 5, 2013, I electronically filed the foregoing with the Court by using the CM/ECF system which sent notification of such filing to all counsel of record.

/s/ Mark Moedritzer

Attorney for Defendant

STB Ventures, Inc.