

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)**

**STIPULATION BETWEEN DEBTOR APOGEE COAL
COMPANY, LLC AND CLAIMANTS KENNETH BEVINS
AND VICTORIA BEVINS MODIFYING AUTOMATIC STAY**

Debtor Apogee Coal Company, LLC (“**Apogee**” or “**Debtor**”) respectfully
represent:

Background and Jurisdiction

1. On July 9, 2012 (the “**Petition Date**”), Debtor commenced a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtor is 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 Debtor’s case (the “**Chapter 11 Case**”) is being administered, jointly with the cases of the other Debtors,¹ pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and the Court’s Joint Administration Order entered on July 10, 2012 [ECF No. 30].

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.

2. 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, Patriot Coal Corporation's Senior Vice President and Chief Financial Officer, filed on July 9, 2012 [ECF No. 4], which is incorporated herein by reference.

3. The Court has subject matter jurisdiction to consider this matter pursuant to 28 U.S.C. § 1334. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and may be determined by the Bankruptcy Court.

Movants' State Court Action

4. On April 12, 2013, Movants Kenneth Bevins and Victoria Bevins (the "**Movants**") filed a complaint in the Kanawha County Court against Debtor alleging that Kenneth Bevins sustained serious injuries while working as a rock truck driver for Debtor (the "**State Court Action**"). (Mot. ¶ 3.) The case was assigned docket number 13-C-708 by the Kanawha County Court.

5. On the Petition Date, 11 U.S.C. § 362(a) (the "**Automatic Stay**") automatically stayed any act to obtain possession of property of the estate or of property from the estate.

6. On June 4, 2013, Movants filed a motion (the "**Motion to Lift Stay**") seeking a modification of and/or relief from the Automatic Stay in these chapter 11 cases.

7. Pursuant to this stipulation, Debtor agrees that the State Court Action may proceed, and that the Chapter 11 Case does not prevent Movants from pursuing claims for the injuries alleged in the State Court Action, or Debtor from defending itself against such claims.

8. Movants agree that the Automatic Stay prohibits Movants from attempting to enforce against the Debtor any settlement or judgment that they may obtain in the State Court Action unless and until the Automatic Stay is lifted pursuant to 11 U.S.C. § 362(c) or by order of the Court.

9. The parties to the Stipulation have agreed to modify the Automatic Stay solely on the terms and conditions set forth herein.

It is hereby stipulated and agreed by and among the parties to this Stipulation, as follows:

11. The Automatic Stay is hereby modified solely to the limited extent necessary to enable the State Court Action to proceed to settlement or final judgment.

12. It is expressly understood by the Movants that (i) the automatic stay is hereby modified solely with respect to the specific State Court Action identified herein, (ii) the Claimant may not seek to enforce any settlement or judgment obtained in the State Court Action unless and until the Automatic Stay is lifted pursuant to 11 U.S.C. § 362(c) or by order of this Court, and (iii) the automatic stay is not modified for the purposes of allowing Movants to recover any costs of defending the Action, including attorneys' fees, during the pendency of the Automatic Stay.

13. The Motion is hereby deemed to be withdrawn without further order of Court.

14. The agreement by the Debtors to the modification of the Automatic Stay on the terms and conditions set forth herein shall not be deemed an agreement by the Debtors to provide assistance to or to cooperate with the Movants in any way in the efforts of the Movants to prosecute the State Court Action.

15. Nothing contained herein shall be deemed an admission of liability or otherwise on the part of the Debtors with respect to the State Court Action.

16. The modification of the Automatic Stay as set forth herein shall have no effect as to parties that are not a party to this Stipulation, and the Automatic Stay shall remain in full force and effect with respect to such parties and their claims or causes of action, if any, against the Debtors and their estates.

17. Neither this Stipulation, nor any terms contained herein shall be offered or received in evidence or in any way referred to in any legal action or administrative proceeding among or between the parties hereto, other than as may be necessary: (a) to obtain approval of and to enforce this Stipulation, (b) to seek damages or injunctive relief in connection therewith, or (c) to prove that the Automatic Stay has been modified to allow prosecution of the State Court Action in accordance with the terms hereof.

18. This Stipulation may be signed in counterpart originals and delivered by facsimile, which, when fully executed, shall constitute a single original.

19. This Stipulation constitutes the entire agreement and understanding of the parties regarding the Stipulation and the subject matter thereof. The terms set forth in this Stipulation are part of a comprehensive compromise and each element is an integral aspect of the agreed settlement and is non-severable.

20. Each of the undersigned counsel represents that he/she is authorized to execute this Stipulation on behalf of his/her respective client.

21. This Stipulation is effective upon submission to the Court without further order of Court and shall not be modified, altered, amended or vacated without written consent of all parties hereto, subject to Court approval.


KATHY A. SURRATT-STATES
Chief United States Bankruptcy Judge

DATED: September 16, 2013
St. Louis, Missouri
jjh

Dated: August 13, 2013

Dated: August 13, 2013

/s/ J. Michael Ranson
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/s/ Amelia T.R. Starr
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SCHEDULE 1
(Debtor Entities)

1. 1 Affinity Mining Company
2. 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