

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:
October 30, 2013 at 4:00 p.m.
(prevailing Central Time)

Hearing Date:
November 6, 2013 at 10:00 a.m.
(prevailing Central Time)

Hearing Location:
Courtroom 7 North

Re: ECF No. 4511

**NOTICE AND DEBTORS' MOTION FOR SUPPLEMENTAL ORDER
APPROVING, PURSUANT TO 11 U.S.C §§ 363(b), 1114(e) AND 105(a) AND
FED R. BANKR. P. 9019(a), (I) AN AMENDMENT TO THE VEBA FUNDING
AGREEMENT WITH THE UNITED MINE WORKERS OF AMERICA,
(II) AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
WITH THE UNITED MINE WORKERS OF AMERICA AND (III) WAIVER OF
FED. R. BANKR. P. 6004(h) STAY**

PLEASE TAKE NOTICE THAT this motion is scheduled for hearing on November 6, 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 OCTOBER 30, 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 FOR SUPPLEMENTAL ORDER APPROVING, PURSUANT TO 11 U.S.C §§ 363(b), 1114(e) AND 105(a) AND FED. R. BANKR. P. 9019(a), (I) AN AMENDMENT TO THE VEBA FUNDING AGREEMENT WITH THE UNITED MINE WORKERS OF AMERICA, (II) AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE UNITED MINE WORKERS OF AMERICA AND (III) WAIVER OF BANKRUPTCY RULE 6004(h) STAY

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**”) and pursuant to §§ 363 (b), 1114(e) and 105(a) of title 11 of the United States Code (the “**Bankruptcy Code**”) and Rule 9019(a) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), the Debtors seek entry of an order (the “**Proposed Supplemental UMWA Settlement Order**”) ¹ (a) supplementing the *Order Pursuant to 11 U.S.C. §§ 1113, 1114(e) and 105(a) and Fed. R. Bankr. P. 9019(a) Authorizing Entry into New Collective Bargaining Agreement and Memorandum of Understanding with the United Mine Workers of America* [ECF No. 4511] (the “**UMWA Settlement Order**”) by authorizing the Debtors’ entry into the VFA Amendment (as defined below) and the MOU Amendment (as defined below) and (b) waiving, to the extent applicable, the fourteen-day stay otherwise imposed by Bankruptcy Rule 6004(h) on the immediate effectiveness of the Proposed Supplemental UMWA Settlement Order.

Background and Jurisdiction

2. 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

¹ A copy of the Proposed Supplemental UMWA Settlement Order granting the relief requested in this Motion will be provided to the Core Parties (as defined below), the UMWA, Arch Coal, Inc., Peabody Energy Corporation and Knighthead Capital Management, LLC. A copy of the Proposed Supplemental UMWA Settlement Order will be made available at www.patriotcaseinfo.com/orders.php.

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. 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]. 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.

3. This Court has subject matter jurisdiction to consider and determine this matter pursuant to 28 U.S.C. § 1334. The Motion constitutes a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

The UMWA Settlement

4. As of the Petition Date, ten of the ninety-nine Debtors (the “**Obligor Debtors**”) were signatories to collective bargaining agreements with the UMWA and had costly and unsustainable obligations to their UMWA-represented employees and retirees. The Debtors began formal negotiations with the UMWA in November 2012 with the goal of securing consensual modifications to their existing collective bargaining agreements (the “**CBAs**”) and to the Obligor Debtors’ retiree healthcare obligations under the CBAs (the “**Retiree Benefits**”).

By March 14, 2013, the Debtors and the UMWA had not reached an agreement, and the Debtors—whose financial condition had continued to deteriorate during the period of negotiation with the UMWA—filed a motion for relief under sections 1113 and 1114 of the Bankruptcy Code (the “**1113/1114 Motion**”). Over the next six weeks, the Bankruptcy Court presided over comprehensive litigation, including a week-long trial involving more than a dozen fact and expert witnesses. On May 29, 2013, the Bankruptcy Court granted the 1113/1114 Motion authorizing the Obligor Debtors to implement their proposed changes to the CBAs and to the Retiree Benefits (the “**1113/1114 Decision**”). Pursuant to the 1113/1114 Decision, the Patriot Retirees Voluntary Employee Benefit Association (the “**VEBA**”), the trust established by the UMWA to provide healthcare benefits for thousands of retirees and their families, would receive an equity stake in the reorganized enterprise of 35%, as well as certain royalty payments and profit-sharing contributions. Shortly after the Bankruptcy Court issued its 1113/1114 Decision, the UMWA filed a notice of appeal (the “**1113/1114 Appeal**”). The Debtors and the UMWA continued to negotiate following the issuance of the 1113/1114 Decision and during the pendency of the 1113/1114 Appeal.

5. On August 9, 2013, the Debtors and the UMWA reached a settlement (the “**UMWA Settlement**”), which consensually resolved the 1113/1114 Appeal and resulted in a new collective bargaining agreement (the “**New CBA**”). On August 16, 2013, the UMWA Settlement was ratified by the members of the UMWA, and on August 22, 2013, the Bankruptcy Court entered the UMWA Settlement Order approving the UMWA Settlement. The UMWA Settlement provides for, among other things, modifications to the existing CBAs and the transition of provision and administration of the Retiree Benefits to the VEBA. The

UMWA Settlement is expected to provide the Debtors with labor stability and approximately \$130 million in annual savings.

6. In connection with the UMWA Settlement, Patriot and the Obligor Debtors entered into a VEBA Funding Agreement (the “**VFA**”), which set forth the terms upon which the VEBA would be funded. Pursuant to the VFA, the VEBA would receive an equity stake in the reorganized Debtors of between 35 and 38 percent, as well as the above-referenced royalty payments and profit-sharing contributions (the “**VEBA Funding Amount**”). However, the VFA contains a significant contingency in that it obligates the Debtors to use their best efforts to monetize some or all of the VEBA Funding Amount through a third party funding source in an amount and/or modification acceptable to the UMWA that provides for fixed dollars to be contributed to the VEBA.

7. Further, in connection with the UMWA Settlement, Patriot and the Obligor Debtors entered into a Memorandum of Understanding with the UMWA (the “**MOU**”) to reflect certain other understandings between the parties. Pursuant to the MOU, among other things, Patriot and the Obligor Debtors agreed to establish a litigation trust on or before the Debtors’ emergence from chapter 11 to pursue claims or causes of action for, or on behalf of, the Debtors against Arch Coal, Inc. (“**Arch**”) and Peabody Energy Corporation (“**Peabody**”), and any entities, predecessors, successors, affiliates, subsidiaries, joint ventures, owners, directors, managers, or advisors of Arch or Peabody. Patriot and the Obligor Debtors also agreed to contribute two million dollars to the Litigation Trust (as defined in the MOU) upon the Debtors’ emergence from bankruptcy.

The Amendments

8. After approval of the UMWA Settlement, the Debtors continued to engage in discussions with potential investors regarding a transaction that would provide emergence financing for the Debtors' estates. On October 9, 2013, these negotiations resulted in a commitment by certain funds and accounts managed and/or advised by Knighthead Capital Management, LLC (collectively, "**Knighthed**") to backstop two rights offerings on the terms set forth in the term sheet that was attached as Appendix D to the Disclosure Statement for Debtors' First Amended Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code (the "**Rights Offerings Term Sheet**"), which term sheet was consented to by the Official Committee of Unsecured Creditors and the UMWA. Moreover, Peabody, the Debtors and the UMWA agreed to a tri-party settlement in which Peabody will contribute a total of \$310 million to the VEBA (directly and through cash payments made to Patriot that Patriot will then pay to the VEBA). Among other things, the Rights Offerings (as defined in the Rights Offerings Term Sheet) will provide the Debtors with the liquidity necessary to fund the VEBA in a form and manner that, when coupled with the payments by Peabody to the VEBA, the UMWA has agreed is acceptable as required by Section 2(b) of the VFA. In order to reflect the agreed monetization of the VEBA Funding Amount, Patriot and the Obligor Debtors and the UMWA propose to enter into an amendment to the VFA with the following modifications to the VFA (the "**VFA Amendment**"):

Section 2 of the VFA will be amended and replaced in its entirety with the following:

2. **VEBA Funding Amount.** Patriot and the Obligor Companies shall contribute the following to the VEBA (collectively, the "**VEBA Funding Amount**"):

a. Upon the effective date of the Debtors' plan of reorganization (the "**Plan Effective Date**"), 35 percent of the common stock of the reorganized Debtors as contemplated by the Debtors' plan of reorganization;

b. (i) the cash payment received by Patriot from Peabody Energy Corporation for the VEBA in connection with the settlement between such parties on the later of (x) January 2, 2014 or (y) the first business day that is seven business days after the effective date of such settlement, as contemplated by the settlement, plus \$10 million in cash on the Plan Effective Date, (ii) an additional cash payment of \$5 million at the end of the first quarter of 2014, (iii) \$15 million in cash as of the anniversary of the Plan Effective Date falling in 2015, payable semi-annually in equal portions during such anniversary year, (iv) \$20 million in cash as of the anniversary of the Plan Effective Date falling in 2016, payable semi-annually in equal portions during such anniversary year, (v) \$25 million in cash as of the anniversary of the Plan Effective Date falling in 2017, payable semi-annually in equal portions during such anniversary year (each such semi-annual payment date in clauses (iii) through (v), a "**Semi-Annual Payment Date**"), *provided, however*, that the obligation of Patriot and the Obligor Debtors to fund the cash payments on each of the Semi-Annual Payment Dates shall be subject to the occurrence of each of the following conditions:

1. Patriot having a minimum trailing twelve (12) month EBITDA (defined as GAAP net income plus interest, taxes, depreciation, amortization and any non-recurring non-cash items) of \$200 million, calculated as of March 31 and September 30, as the case may be, immediately preceding a Semi-Annual Payment Date;² and

2. Patriot having unrestricted cash in an amount no less than \$75 million (net of any outstanding revolver borrowings), tested as of the date immediately prior to the respective Semi-Annual Payment Date and calculated without giving effect to such semi-annual cash payment;

provided, further, that each semi-annual cash payment made on any Semi-Annual Payment Date will be reduced dollar for dollar by the Profit Sharing

² Should Patriot determine that this condition has not been satisfied with respect to any Semi-Annual Payment that otherwise would have been made to the VEBA (and that such payment therefore shall not be made), Patriot shall, within five business days of such determination, notify the UMWA and provide the UMWA with a detailed calculation of the applicable trailing twelve month EBITDA (the "**Notice**"). Any reasonable requests for explanation, detail or additional information requested by the UMWA within five business days of the receipt of, and related to, the Notice shall not be unreasonably withheld by Patriot, and shall be provided to the UMWA in a timely manner. The UMWA shall have ten calendar days following the later of receipt of (i) the Notice and (ii) any other supporting documentation reasonably requested by the UMWA related to the Notice to provide written notice to Patriot either accepting Patriot's calculation or notifying Patriot of any objection.

Payments (as defined below) made during the 12-month period ending on the March 31 or September 30 immediately preceding such Semi-Annual Payment Date.

c. to the extent that in any calendar period Patriot's liquidity exceeds the greater of \$125 million or 125 percent of the then applicable minimum liquidity requirements in the debt covenants contained in the agreements governing Patriot's first lien exit facilities (after taking the amount of any such payment into account), 15 percent of net income over \$75 million for 2014 and 2015, and 15 percent of net income over \$150 million for 2016 and beyond, subject to an annual cap of \$75 million and a lifetime cap of \$300 million (the "**Profit Sharing Payments**"); *provided* that, for purposes of the computation of net income, net income shall exclude any non-cash, non-recurring, or extraordinary gains; and

d. per-ton royalty payments (to be paid quarterly in arrears beginning in March 31, 2014) on all tons produced from all mining complexes owned or operated by Patriot or any of its subsidiaries as of the Plan Effective Date of (a) \$0.20 per ton on annual production up to the levels set forth in Patriot's October 2012 five-year business plan and (b) \$1.00 per ton on production in excess of the levels set forth in Patriot's October 2012 five-year business plan.

Section 3 of the VFA will be amended and replaced in its entirety with the following:

3. **Termination.** The UMWA may terminate this Agreement if (x) the amounts required to be contributed under Section 2(b)(i) hereof (the "**Initial Investor Payment**") are not contributed in accordance with the terms thereof or (y) an order of the Bankruptcy Court modifies or alters in any way the preceding Section 2 absent the consent of the UMWA.

9. After the UMWA Settlement, the Debtors also continued their negotiations with Peabody and Arch in an attempt to reach global settlements with these parties and resolve the risks and uncertainties created by the parties' ongoing litigation, provide necessary liquidity and credit support to the Debtors and provide funding to the VEBA. After extensive negotiations, on October 4, 2013, the Debtors, Peabody, the UMWA, the UMWA Employees (as defined in the UMWA Settlement Order), by and through the UMWA as their authorized representative, and the UMWA Retirees (as defined in the UMWA Settlement Order), by and through the

UMWA as their authorized representative to the full extent permitted under section 1114, entered into a term sheet that sets forth the principle terms of a global settlement that resolves multiple, complex disputes between the parties. On that same date, the Debtors and Arch entered into a term sheet, which sets forth the principle terms of a settlement that resolves all disputes between the Debtors and Arch. Because the Debtors granted broad releases of causes of actions against these settling parties, the Debtors do not have any causes of action, at present, to transfer to the Litigation Trust.³ Patriot and the Obligor Debtors and the UMWA therefore propose to amend the MOU by deleting paragraph 6 thereof, which paragraph provides for the establishment of the Litigation Trust (the “**MOU Amendment**”).

Basis for Relief

10. The Bankruptcy Court previously approved the UMWA Settlement as appropriate under sections 1113, 1114(e) and 105(a) of the Bankruptcy Code. Moreover, section 363(b) of the Bankruptcy Code empowers the Court to allow the debtor to “use, sell, or lease, other than in the ordinary course of business, property of the estate” so long as the debtor’s decisions are based upon its sound business judgment. *In re Farmland Indus., Inc.*, 294 B.R. 855, 881 (Bankr. W.D. Mo. 2003). “Under the ‘business judgment’ rule, the management of a corporation’s affairs is placed in the hands of its board of directors and officers, and the Court should interfere with their decisions only if it is made clear that those decisions are, *inter alia*, clearly erroneous, made arbitrarily, are in breach of the officers’ and directors’ fiduciary duty to the corporation, are made on the basis of inadequate information or study, are made in bad faith, or are in violation of the Bankruptcy Code.” *Id. See also In re Interco, Inc.*, 128 B.R. 229, 234

³ The Debtors have not reached a settlement with ArcLight Capital Partners, LLC. Any causes of action against ArcLight Capital Partners, LLC would be pursued by the Debtors directly.

(Bankr. E.D. Mo. 1991); *In re Food Barn Stores, Inc.*, 107 F.3d 558, 567 n. 16 (8th Cir. 1997) (“[w]here the [debtor’s] request is not manifestly unreasonable or made in bad faith, the court should normally grant approval ‘as long as the proposed action appears to enhance the debtor’s estate.’”) (quoting *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985)); *In re Farmland Indus. Inc.*, 294 B.R. 903, 913 (Bankr. W.D. Mo. 2003) (approving the rejection of employment agreements and noting that “[u]nder the business judgment standard, the question is whether the [proposed action] is in the Debtors’ best economic interests, based on the Debtors’ best business judgment in those circumstances.” (citations omitted)); *see also In re Channel One Comm.*, 117 B.R. 493, 496 (Bankr. E.D. Mo. 1990) (holding that a judge determining a section 363(b) application must find from the evidence presented before him a good business reason to grant such application).

11. Here, the Debtors easily satisfy the standard under section 363(b) and *Farmland Industries*. The Debtors have exercised sound business judgment in determining that amending the VFA and MOU is appropriate. In the exercise of their business judgment, the Debtors believe that the terms of the VFA Amendment and the MOU Amendment are reasonable and warranted. Had the Debtors and the UMWA been unable to agree on an amendment to the VFA acceptable to the UMWA to monetize the VEBA Funding Amount, the UMWA would have had the right to terminate the VFA and the New CBA, possibly forcing the Debtors into liquidation. Further, given the contingency in the VFA, Knighthead has required, as a condition precedent to the consummation of the Rights Offerings, that Patriot and the UMWA execute an amended VFA to reflect the terms set forth in the Rights Offerings Term Sheet with respect to funding the VEBA, and, provided that the Initial Investor Payment is made as set forth in the VFA Amendment, the UMWA shall have waived any rights or ability to terminate the VFA, the New

CBA and all related agreements on the basis that the Initial Investor Payment was not received. Accordingly, in order to obtain the \$250 million of capital contemplated by the Rights Offerings, the Debtors must enter into the VFA Amendment. In addition, the settlements with Arch and Peabody are contingent on, among other things, releases of causes of action by the Debtors. In order to effectuate these settlements, both of which are integral to the Debtors' reorganization, the Debtors must amend the MOU to reflect that none of the Debtors' potential causes of action against Peabody or Arch that have been released pursuant to the settlements with such parties will be transferred to another party.

12. Importantly, as indicated above, the VFA Amendment and the MOU Amendment preserve the structure of the UMWA Settlement and do not alter the previously approved settlements and compromises contained therein. Moreover, the amendments have been negotiated in good faith, at arms' length and will not prejudice any party in interest. Indeed, without these amendments, the Debtors' entire efforts to reorganize—and the interests of all stakeholders—will be jeopardized.

13. Based on the foregoing, the Debtors submit that entry into the VFA Amendment and the MOU Amendment is an appropriate exercise of the Debtors' business judgment under section 363(b) of the Bankruptcy Code. Therefore, the Debtors respectfully request that the Court enter the Proposed Supplemental UMWA Settlement Order approving the VFA Amendment and the MOU Amendment.

Request for Waiver of Bankruptcy Rule 6004(h) Stay

14. Pursuant to Bankruptcy Rule 6004(h), unless the Court orders otherwise, any order authorizing the use, sale or lease of property pursuant to section 363 of the Bankruptcy Code is automatically stayed for fourteen days after entry of such order. FED. R. BANKR. P.

6004(h). Bankruptcy Rule 6004(h) is designed to provide sufficient time for an objecting party to appeal before an order is implemented. *See* FED. R. BANKR. P. 6004(h) advisory committee's note. The Debtors seek a waiver of Bankruptcy Rule 6004(h) so that the VFA Amendment and the MOU Amendment, once approved by this Court, can become effective immediately.

Notice

15. 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 Core Parties (as defined in the Case Management Order). 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 Supplemental UMWA Settlement Order will be provided to the Core Parties, and will be available at www.patriotcaseinfo.com/orders.php (the “**Patriot Orders Website**”). The Proposed Supplemental UMWA Settlement Order may be modified or withdrawn at any time without further notice. If any significant modifications are made to the Proposed Supplemental UMWA Settlement Order or the proposed VFA Amendment or MOU Amendment, an amended Proposed Supplemental UMWA Settlement Order, VFA Amendment and/or MOU Amendment 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

16. 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 Debtors
the relief requested herein and such other and further relief as the Court deems just and proper.

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