

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF KENTUCKY
ASHLAND, LONDON AND LEXINGTON DIVISIONS

IN RE:	CHAPTER 11
LICKING RIVER MINING, LLC, <i>et al.</i> , ¹	CASE NO. 14-10201
DEBTORS IN POSSESSION	JOINTLY ADMINISTERED

**SECOND AMENDED AGREED ORDER AND JOINT STIPULATION
BETWEEN THE DEBTORS AND THE JAD LENDERS
REGARDING ADEQUATE PROTECTION**

This matter is before the Court on the agreement of the estate of Aubra Paul Dean (“Dean”), Carl E. McAfee and Julia McAfee (together, the “McAfees”), Dean McAfee Holdings, LLC (“McAfee Holdings,” and together with Dean, and the McAfees, the “JAD Lenders”), and the debtors and debtors in possession (the “Debtors”), including Fox Knob Coal Co., Inc. (“Fox Knob”) and J.A.D. Coal Company, Inc. (“JAD”, and with Fox Knob, the “JAD Debtors”), in the above-captioned Chapter 11 cases (collectively the “Chapter 11 Cases”). The JAD Lenders and the Debtors hereby agree and stipulate as follows and jointly request that the Court approve this second amended agreed order (the “Agreed Order”).

STIPULATIONS

A. On August 20, 2014, the Court entered that certain Agreed Order and Joint Stipulation Between the Debtors and the JAD Lenders Regarding Adequate Protection (Doc. No. 402) (the “Adequate Protection Order”). The Adequate Protection Order provided the JAD

¹ The debtors in these chapter 11 cases, along with the last four digits of each debtor’s federal tax identification number, are: Licking River Mining, LLC (6847), Licking River Resources, Inc. (3837), S. M. & J., Inc. (8437), Fox Knob Coal Co., Inc. (9910), J.A.D. Coal Company, Inc. (0145), U.S. Coal Corporation (5761), Harlan County Mining, LLC (9031), Oak Hill Coal, Inc. (9035), Sandlick Coal Company, LLC (9939), and U.S. Coal Marketing, LLC (6694). The location of the debtors’ corporate headquarters is 101 Helm Street, Suite 150, Lexington, Kentucky 40505.

Lenders would receive adequate protection payments of \$25,000 per month beginning July 15, 2014 through the October 31, 2014.

B. On November 3, 2014, the court entered that certain First Amended Agreed Order and Joint Stipulation Between the Debtors and the JAD Lenders Regarding Adequate Protection (Doc. No. 596) (the “First Amended Order”). The First Amended Order authorizes the debtors to continue making adequate protection payments to the JAD Lenders through January 31, 2015.

C. The JAD Debtors continue to utilize the Collateral² and will continue to do so beyond January 31, 2015.

D. Due to the upcoming expiration of the adequate protection payments under the First Amended Order, the Debtors and the JAD Lenders agree to an extension of the adequate protection payments from February 1, 2015 through and including March 27, 2015.

E. The stipulations contained in the Adequate Protection Order are incorporated by reference as if fully set forth herein.

WHEREFORE, based on the foregoing stipulations and the court being otherwise sufficiently advised and good cause appearing therefor,

IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. This Court has jurisdiction over this proceeding, the parties, and the property affected by this Agreed Order pursuant to 28 U.S.C. §§ 157 and 1334.

2. Venue of this proceeding and the Chapter 11 Cases in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

3. As adequate protection of the JAD Lenders’ asserted security interests in the Collateral, the Debtors are authorized to make monthly payments of \$25,000.00 on the 15th of

² Any capitalized term(s) not specifically defined herein shall have the same meaning attributed to it in the Adequate Protection Order.

each month to the JAD Lenders for each month from and including February 1, 2015 through and including March 27, 2015 (the “Payment Period”).

4. In all other respects, and except as amended herein, the Adequate Protection Order entered on August 20, 2014 shall remain in full force and effect.

5. Any party in interest may file an objection to this Agreed Order within fourteen days of the entry hereof. If no objection is filed within fourteen days, this Agreed Order shall become final.

Tendered and Agreed to by:

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COUNSEL FOR OFFICIAL COMMITTEE
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Pursuant to KYEB LBR 9022-1(b), Debtors' counsel shall cause a copy of this Order to be served on all non-ECF parties entitled to notice and shall file a certificate of service stating the names, manner and date of service within 7 days of the entry hereof.

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The affixing of this Court's electronic seal below is proof this document has been signed by the Judge and electronically entered by the Clerk in the official record of this case.



Signed By:
Tracey N. Wise
Bankruptcy Judge
Dated: Tuesday, January 27, 2015
(tnw)