

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)

Objection Deadline:
March 28, 2013 at 4:00 p.m.
(prevailing Central Time)

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

Hearing Location:
Courtroom 7 North

**REVISED SUMMARY OF EXHIBITS TO THE DECLARATION OF GREGORY B.
ROBERTSON IN SUPPORT OF THE DEBTORS' MOTION TO REJECT
COLLECTIVE BARGAINING AGREEMENTS AND TO MODIFY RETIREE
BENEFITS PURSUANT TO 11 U.S.C. §§ 1113, 1114**

Patriot Coal Corporation and its affiliated debtors (collectively, “**Patriot**” or the “**Debtors**”) respectfully submit that the following exhibits, referenced in the Declaration of Gregory B. Robertson in Support of the Debtors’ Motion to Reject Collective Bargaining Agreements and to Modify Retiree Benefits Pursuant to 11 U.S.C. §§ 1113, 1114, will be made available for inspection at the hearing on the Motion or upon request of parties in interest:

1. Fourth 1113/1114 Proposal, dated February 27, 2013
2. Third 1113/1114 Proposal, dated February 19, 2013
3. Second 1113/1114 Proposal, dated January 17, 2013
4. Original 1113 Proposal, dated November 15, 2012
5. Original 1114 Proposal, dated November 15, 2012

6. Stipulated Protective Order, dated October 9, 2012
7. UMWA Information Request, dated October 31, 2012
8. Status Reports (with transmittal email), dated December 19, 2012
9. November 15 Presentation to the UMWA, dated November 15, 2012 (*filed under seal*)
10. Letter from B. Hatfield to C. Roberts, dated November 15, 2012
11. Original Savings Summary, dated November 15, 2012 (*filed under seal*)
12. Original Savings Summary - Revised, dated December 6, 2012 (*filed under seal*)
13. UMWA Information Request, dated November 19, 2012
14. Letter from C. Roberts to B. Hatfield, dated November 20, 2012
15. Letter from B. Hatfield to C. Roberts, dated November 21, 2012
16. Patriot Status Report (with transmittal email), dated November 21, 2012
17. Email from A. Rosen to K. Hiltz, dated November 26, 2012
18. Email from E. Moskowitz to A. Rosen, dated December 3, 2012
19. Patriot Status Report (with transmittal email), dated November 28, 2012
20. UMWA Information Request, dated November 30, 2012
21. Letter from C. Roberts to B. Hatfield, dated November 30, 2012
22. Email from J. Mazzotti to A. Rosen, dated December 3, 2012
23. Email from K. Hiltz to A. Rosen, dated December 4, 2012
24. Email from A. Rosen to J. Mazzotti, dated December 4, 2012
25. Email from E. Moskowitz to A. Rosen, dated December 4, 2012
26. Email from A. Traynor to E. Moskowitz, dated December 4, 2012
27. Email from E. Moskowitz to A. Traynor, dated December 4, 2012
28. Email from E. Moskowitz to A. Traynor, dated December 5, 2012 (*redacted*)
29. PwC Status Reports (with transmittal email), dated December 6, 2012
30. Patriot Status Reports (with transmittal email), dated December 7, 2012
31. Letter from B. Hatfield to C. Roberts, dated December 7, 2012
32. UMWA Information Request, dated December 10, 2012

33. Email from F. Perillo to E. Moskowitz, dated December 10, 2012 (*redacted*)
34. Letter from C. Roberts to B. Hatfield, dated December 11, 2012
35. Patriot Status Report (with transmittal email), dated December 11, 2012
36. Email from E. Moskowitz to F. Perillo, dated December 12, 2012 (*redacted*)
37. UMWA Information Request, dated December 12, 2012
38. Email from F. Perillo to E. Moskowitz, dated December 13, 2012 (*redacted*)
39. UMWA Information Request, dated December 14, 2012
40. Email from E. Moskowitz to F. Perillo, dated December 16, 2012
41. Email from F. Perillo to E. Moskowitz, dated December 17, 2012
42. Email from E. Moskowitz to F. Perillo, dated December 17, 2012
43. Letter from B. Hatfield to C. Roberts, dated December 17, 2012
44. Email from A. Rosen to J. Mazzotti, dated December 21, 2012
45. Letter from C. Roberts to B. Hatfield, dated December 21, 2012 (*redacted*)
46. Letter from B. Hatfield to C. Roberts, dated December 28, 2012 (*redacted*)
47. PwC Status Reports (with transmittal email), dated January 2, 2013
48. First UMWA Counterproposal, dated January 8, 2013
49. Patriot Data Request, dated January 11, 2013
50. UMWA Information Request, dated January 15, 2013
51. Patriot Status Report, dated March 1, 2013
52. Patriot Status Report (with transmittal email), dated January 16, 2013 (*redacted*)
53. Letter from B. Hatfield to C. Roberts, dated January 17, 2013 (*redacted*)
54. Patriot Status Report (with transmittal email), dated January 30, 2013 (*redacted*)
55. Letter from C. Roberts to B. Hatfield, dated January 30, 2013 (*redacted*)
56. Patriot Status Report, dated February 27, 2013 (*redacted*)
57. Status Report (with transmittal email), dated February 4, 2013 (*redacted*)
58. Second UMWA Counterproposal, dated February 5, 2013
59. Patriot Status Report (with transmittal email), dated February 8, 2013

60. Letter from B. Hatfield to C. Roberts, dated February 8, 2013 (*redacted*)
61. Patriot Status Report (with transmittal email), dated February 14, 2013
62. UMWA Information Request, dated February 14, 2013
63. Letter from B. Hatfield to C. Roberts, dated February 19, 2013
64. PwC Status Reports (with transmittal email), dated February 26, 2013
65. Letter from B. Hatfield to C. Roberts, dated February 27, 2013 (*redacted*)
66. UMWA Information Request, dated February 27, 2013
67. Patriot Status Report, dated March 8, 2013 (*redacted*)
68. Letter from C. Roberts to B. Hatfield, dated February 28, 2013
69. Patriot Status Report (with transmittal email), dated March 1, 2013
70. PwC Status Report (with transmittal email), dated March 8, 2013 (*redacted*)
71. Letter from B. Hatfield to C. Roberts, dated March 13, 2013

Dated: March 18, 2013
New York, New York

Respectfully submitted,

/s/ Elliot Moskowitz

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EXHIBIT 1

FOURTH SECTION 1114 PROPOSAL

As you know, on July 9, 2012, Patriot Coal Corporation and substantially all of its subsidiaries (collectively, “Patriot” or the “Debtors”) each filed a petition under Chapter 11 of the Bankruptcy Code. Patriot took this step only after exhausting all other available options to increase efficiency, reduce costs, and seek additional sources of financing in response to the drop in coal demand and prices, increasingly adverse regulatory compliance requirements, and unsustainable wage, benefit, and retiree healthcare costs. Reorganization under Chapter 11, if successful, will allow us to avoid liquidation and maintain jobs and benefits for our thousands of employees and their families, as well as provide meaningful contributions toward the healthcare costs of retirees and their dependents. If implemented, the proposed modifications below, in combination with other restructuring initiatives, will give us the opportunity to successfully reorganize and emerge from bankruptcy.

On November 15, 2012, Patriot delivered a proposal pursuant to section 1114 of the Bankruptcy Code to the UMWA (the “Original Proposal”). Following delivery of the Original Proposal, Patriot and the UMWA engaged in negotiations and on January 17, 2013, Patriot amended the Original Proposal (the “Second Proposal”) to respond to certain of the UMWA’s concerns. Since then, Patriot and the UMWA have continued to negotiate, and Patriot delivered a third proposal on February 19, 2013 (the “Third Proposal”) in an attempt to reach a compromise. Under the Third Proposal, and as set out in detail below, Patriot intends to continue providing healthcare coverage for Coal Act retirees, and in addition would contribute \$15 million to a trust, structured as a VEBA, to fund healthcare coverage for non-Coal Act retirees. The VEBA would also be funded by additional sources described below, including the prompt monetization of an unsecured claim granted to the UMWA that would be designed to yield a substantial contribution to the VEBA within 90 days. The VEBA would provide meaningful, long-term healthcare coverage for retirees and their families, while Patriot’s retiree healthcare obligations would be restructured to a level the Company can afford. If market conditions improve in the future, the VEBA would benefit further from significant profit-sharing contributions. On February 26, 2013, Patriot delivered a further revised proposal (the “Fourth Proposal”) to respond to certain concerns expressed by the UMWA with respect to coverage for the Peabody-Assumed Group (as defined below).

Unfortunately, Patriot simply does not have the financial resources to support its current benefit levels and will not survive without substantial changes across its cost structure. While we very much regret that these changes are necessary, we hope and trust that the UMWA will work with us on a collaborative basis to achieve a successful reorganization. Failure to reorganize will almost surely lead to a devastating loss of jobs and healthcare coverage for more than 21,000 active workers, retirees and their dependents.

PROPOSED MODIFICATIONS

This Section 1114 Proposal is submitted by those Debtors listed on *Exhibit 1* (hereinafter, the “Obligor Companies”) with responsibility for providing healthcare benefit programs to non-Coal Act UMWA represented retirees and their eligible dependents, including surviving spouses

(collectively, “UMWA Retirees”) pursuant to the Welfare Benefit Plans For UMWA Represented Employees Of Certain Patriot Subsidiaries Pursuant to Me Too Labor Agreements (the “NBCWA Plan”).

1. As a threshold matter, Patriot’s applicable subsidiaries currently expect to honor their obligations with respect to Coal Act retirees and beneficiaries. In 2012 alone, these subsidiaries spent approximately \$14 million for healthcare for this group of retirees.
2. The NBCWA Plan shall be amended effective July 1, 2013 (the “Plan Transition Date”) to delete the existing provisions related to health benefit programs for the UMWA Retirees and to replace such provisions with language reflecting the transition of healthcare coverage for the UMWA Retirees as set forth below. The Obligor Companies will continue to honor valid healthcare charges for UMWA Retirees for services and treatment provided prior to the Plan Transition Date in accordance with their terms (“Unreported Charges”). It is estimated that the Obligor Companies’ cash spend for Unreported Charges will exceed \$16 million dollars.
3. Effective as of the Plan Transition Date, a “UMWA Retiree Healthcare Trust” (the “Trust”) would be created. The Trust would be structured as a voluntary employees’ beneficiary association (“VEBA”). The Trust would be established and administered by the UMWA Funds, and all decisions regarding the use of the funds in the VEBA as well as eligibility, administration, participation, program designs and benefit levels would be made by the UMWA Funds. If the UMWA Funds will not or cannot as a matter of law serve as the administrator of the Trust, the UMWA would perform this function. The Debtors shall not be responsible for administration of the Trust or any costs, claims, decisions, actions or omissions related thereto. The Debtors will cooperate with the administrator of the Trust to facilitate the transition of retiree healthcare to the VEBA.
4. On the Plan Transition Date and subject to Court approval, the Obligor Companies would contribute a total of \$15 million in cash to the Trust to provide initial funding to the VEBA (the “Initial Funding Contribution”). The Trust would be the exclusive vehicle to fund all healthcare costs incurred by UMWA Retirees on or after the Plan Transition Date. Except for the Initial Funding Contribution and any Profit Sharing Contributions payable as provided in paragraph 8 below, or as otherwise specifically provided in paragraph 2 with respect to Unreported Charges, the Debtors shall have no liabilities with respect to the UMWA Retirees and/or the Trust, including, but not limited to, liabilities associated with the Peabody-Assumed Group (as defined below).
5. An additional source of funding for the Trust would include a future distribution in the form of an allowed unsecured claim against Patriot’s estate in an amount to be calculated and negotiated, which could potentially take the form of equity in an emerging enterprise pursuant to a court-approved plan of reorganization. VEBA trusts have been used successfully in a number of prior reorganizations, with unions choosing to monetize their equity stakes to provide a significant and secure source of funds to pay for future retiree health benefits. Patriot understands that the UMWA wishes to procure additional funding

for the VEBA as quickly as possible. Accordingly, Patriot proposes the following framework for achieving this goal.

- a. Patriot agrees to cooperate with the UMWA to pursue monetization opportunities for the UMWA's unsecured claim so that a substantial cash contribution can be made to the VEBA within 90 days of the execution of an agreement between Patriot and the UMWA to resolve the 1113/1114 proceeding (the "Agreement").
 - b. Such monetization opportunities might consist of a variety of forms, ranging from the sale of the entire claim, the sale of part of the claim or an interim borrowing against the claim followed by a subsequent sale.
 - c. Patriot and its advisors will assist the UMWA in a monetization process. Patriot is aware of at least one prior bankruptcy case in which a union's claim was monetized in a three-way transaction with a group of buyers, with the debtor effectively acting as middleman and selling the union's claim to a third party prior to emergence. In that case, the debtor then remitted the proceeds of the sale to the union for distribution to its members. Patriot would be willing to serve in an analogous role here as well as provide diligence and other information to prospective claims purchasers. If the UMWA were to determine that a partial sale of its claim was the best alternative for its members, the company would be open to granting the UMWA registration rights (subject to Patriot being a public company following emergence) in order to facilitate the later monetization of the UMWA's remaining equityholdings after such partial sale.
 - d. Assuming the parties are able to reach a consensual agreement that resolves the 1113/1114 proceeding, the following is the timetable for completion of this process. Following execution of the Agreement, the company and the UMWA would work in good faith to resolve the amount and proposed treatment of the UMWA's unsecured claim within 30 days, including the extent to which in the context of a consensual agreement such claim should reflect the company's proposed modifications pursuant to section 1113. If the parties are unable to reach agreement with respect to the amount and/or proposed treatment of the UMWA's unsecured claim within that time, the parties may extend the timetable by mutual agreement or, at either party's election, return to the Bankruptcy Court to continue the 1113/1114 proceeding, in which case the Agreement would be null and void. Following agreement on the amount and proposed treatment of the UMWA's unsecured claim, Patriot anticipates that the sales process, in any of the forms noted above, could be concluded within 60 days. To summarize, if the company and the UMWA execute an Agreement by March 1, 2013, Patriot believes that the UMWA's unsecured claim can be monetized and a substantial contribution to the VEBA can be made as soon as June 1, 2013.
6. Patriot recognizes that Peabody Holding Company, LLC ("Peabody") may take the position that implementation of the 1114 Proposal would relieve Peabody of its

obligations (or reduce such obligations) to pay for the healthcare of those UMWA Retirees whose healthcare liabilities Peabody assumed in connection with Patriot's spin-off (the "Peabody-Assumed Group"). To prevent Peabody from evading its obligations to these retirees and benefiting from Patriot's bankruptcy, Patriot will seek a judicial determination (the "Judicial Determination") that the obligations of Peabody with respect to the Peabody-Assumed Group would not be relieved or reduced in the event that benefits are reduced pursuant to the 1114 process for any of the Obligor Companies. Patriot will seek the Judicial Determination at the same time it presents to the Bankruptcy Court either a consensual resolution of the 1114 process or an application for rejection pursuant to section 1114 (the "1114 Application"). Since the Obligor Companies cannot afford to pay for the healthcare of the Peabody-Assumed Group if Peabody's obligations are relieved or reduced, the 1114 Proposal shall apply to all non-Coal Act retirees of the Obligor Companies, including the Peabody-Assumed Group, unless the Bankruptcy Court rules in Patriot's favor on the Judicial Determination, in which case (a) if such ruling is issued before the Court rules on the 1114 Application, the 1114 Proposal shall not apply to the Peabody-Assumed Group; and (b) if such ruling is issued after the Court rules on the 1114 Application, the 1114 Proposal shall be modified *nunc pro tunc* to the date of the 1114 Application and shall not apply to the Peabody-Assumed Group. In each case, Peabody would continue to fulfill its obligations with respect to the Peabody-Assumed Group in the manner provided under the NBCWA Individual Employer Plan Liabilities Assumption Agreement, as it does today. For the avoidance of doubt, this Proposal is not conditioned on Peabody's consent or to any commitment by Peabody to continue to provide funding with respect to the Peabody-Assumed Group or otherwise.

7. We also believe additional steps can be taken by the UMWA to achieve substantial savings that will assist the UMWA Funds in managing the finances of the Trust. These steps include the following:
 - a. Restructure existing benefit plan designs to align more closely with healthcare coverage offered by many U. S. companies. While we recognize many in this group have become accustomed to the level of benefits they currently receive, the existing plan provides an unsustainable high-cost level of coverage that does not promote the efficient and reasonable use of healthcare benefits. To that point, the NBCWA Plan is projected to qualify as a "Cadillac Plan" under the Patient Protection and Affordable Care Act ("PPACA"), which would be subject to federal government excise taxes beginning in 2018. Institution of mainstream cost containment solutions similar to those we unsuccessfully attempted to introduce in prior discussions with the UMWA and those contained in the PPACA, will help achieve necessary and reasonable savings while still providing a very good healthcare benefit.
 - b. Utilization of the UMWA Funds' buying power to obtain greater healthcare cost discounts. As you are aware, we previously explored opportunities to have the Funds administer the UMWA retiree healthcare benefits for the Obligor Companies' UMWA retirees, which were projected to generate annual savings of

\$12-15 million. Unfortunately, those cooperative efforts between the UMWA and the Obligor Companies were rejected by one of the settlors, the Bituminous Coal Operators' Association.

- c. Medicare eligible UMWA Retirees are eligible for cost efficient programs, such as Medicare Advantage, that exist to supplement the benefits these individuals are eligible to receive through government sponsored healthcare programs.
 - d. Effective January 1, 2014, as a result of PPACA, there will be a host of additional healthcare options available for Pre-Medicare UMWA Retirees, including healthcare exchanges that are expected to enable the Trust to provide high quality healthcare benefits at lower costs.
8. The Obligor Companies would agree to create a profit sharing mechanism as an additional funding source for the VEBA. Under this arrangement, the Obligor Companies would agree to contribute to the VEBA an amount equal to 15% of net income earned by Patriot above \$75 million in each of 2014 and 2015 and an amount equal to 15% of net income earned by Patriot above \$150 million in 2016 and subsequent years (hereinafter, "Profit Sharing Contributions"). Any such contribution would not exceed \$75 million annually – the approximate amount of the current annual liability of the Obligor Companies with respect to non-Coal Act retiree healthcare – and the total of all such Profit Sharing Contributions would be capped at \$300 million in the aggregate. In addition, any such payment by the Obligor Companies would only be due and payable if Patriot's liquidity exceeds the greater of \$125 million or 125% of its then applicable minimum liquidity requirements in its debt covenants (after taking the amount of any such payment into account). For purposes of this computation, net income would exclude any non-cash, non-recurring, or extraordinary gains. Any Profit Sharing Contributions made with respect to a calendar year shall be calculated and paid to the VEBA within 120 days following the end of such calendar year.
9. Any and all disputes concerning the UMWA Retirees and/or the Trust, including, but not limited to, the establishment, meaning, interpretation and application of the Trust and related agreements shall be decided by the Bankruptcy Court so long as the Bankruptcy Court maintains jurisdiction over such matters. In the event a dispute arises after the Debtors emerge from Chapter 11, and the Bankruptcy Court no longer retains jurisdiction over the dispute, the United States District Court for the Eastern District of Missouri shall be the sole and exclusive jurisdiction for the filing of any such matter. All disputes concerning administration of the UMWA Retiree Healthcare Trust, including, but not limited to, issues of eligibility, plan design, benefit levels, coverage, payment or denial of benefits, and rules and requirements established by the Trustees or the Plan Administrator regarding any aspect of the Trust's operation shall be resolved in accordance with the resolution of disputes process established by the trustees of the Trust.
10. In response to the UMWA's proposal for the establishment of a litigation trust, while it is premature to determine whether a litigation trust mechanism is necessary or appropriate

to pursue estate causes of action, the Debtors will accept the economic terms set forth in the UMWA's proposal as to the distribution of any recoveries on account of any such claims against Peabody Energy Corporation, Arch Coal, Inc. or other third-parties in connection with either the 2007 spin-off transaction or the 2008 purchase of Magnum Coal Co. (including Magnum Coal Co.'s earlier acquisition of assets from Arch Coal, Inc. in 2005), subject to the terms below. Specifically, the Debtors agree that any recoveries from and after the effective date of a confirmed plan of reorganization on account of such estate causes of action would be distributed as follows: 20% to Reorganized Patriot; and 80% to unsecured creditors, until such creditors receive 100% recovery on account of their allowed claims, with any net residual proceeds after unsecured creditors have been paid 100% to be distributed to Reorganized Patriot. The Debtors likewise agree that any such estate recoveries are without prejudice to any non-estate causes of action the UMWA or the UMWA Funds may have against any third-parties, provided that, with respect to any such non-estate causes of action, any recoveries by the UMWA or the UMWA Funds on account of the same injury alleged in an estate cause of action shall be offset on a dollar for dollar basis with respect to the entitlement of the UMWA or UMWA Funds to an unsecured claim with respect to such injury. For the avoidance of doubt, the Debtors do not agree that creditor recoveries would include payment of post-petition interest or that the UMWA would receive a disproportionate recovery on account of any estate claims involving the obligation to provide UMWA retiree healthcare.

EXHIBIT 1

List all Obligor Companies

Apogee Coal Company, LLC

Colony Bay Coal Company

Dakota LLC

Eastern Associated Coal, LLC

Heritage Coal Company, LLC

Highland Mining Company, LLC

Hobet Mining, LLC

Martinka Coal Company, LLC

Mountain View Coal Company, LLC

Pine Ridge Coal Company, LLC

Rivers Edge Mining, Inc.

Yankeetown Dock, LLC

EXHIBIT 2

THIRD SECTION 1113 PROPOSAL

February 19, 2013

CONTENTS

| | |
|-------|---|
| TAB A | HERITAGE COAL COMPANY, LLC EASTERN ASSOCIATED COAL, LLC APOGEE COAL COMPANY, LLC HOBET MINING, LLC |
| TAB B | HIGHLAND MINING COMPANY, LLC |
| TAB C | GATEWAY EAGLE COAL COMPANY, LLC <ul style="list-style-type: none">• Gateway Eagle Mine• Farley Eagle Mine• Campbells Creek No. 10 Mine• Sugar Maple Mine |
| TAB D | COLONY BAY COAL COMPANY MOUNTAIN VIEW COAL COMPANY, LLC PINE RIDGE COAL COMPANY, LLC RIVERS EDGE MINING, INC. |

TAB A

PROPOSED CHANGES TO LABOR AGREEMENTS*
BETWEEN THE
UNITED MINE WORKERS OF AMERICA
AND
HERITAGE COAL COMPANY, LLC
EASTERN ASSOCIATED COAL, LLC
APOGEE COAL COMPANY, LLC
HOBET MINING, LLC

Revised February 19, 2013

* Subject to certain Memoranda of Understanding, each of these companies is signatory to a "me-too" agreement which adopts the provisions of the National Bituminous Coal Wage Agreement of 2011.

2011 COAL WAGE AGREEMENT PROPOSALS

Apogee Coal Company, LLC
Eastern Associated Coal, LLC
Heritage Coal Company, LLC
Hobet Mining, LLC

Revised February 19, 2013

The provisions of each company's current Coal Wage Agreement would continue unchanged, except as provided below.

Article I. Enabling Clause

1. Modify to limit application of the contract to the geographic boundaries of the operation, as provided in the Gateway Agreements. Include a description of the boundaries of the mine and related reserves that are covered by the Agreement.
2. The language in the current 2011 Coal Wage Agreement which states "...operations covered by this Agreement shall not be sold, conveyed, or otherwise transferred or assigned to any successor without first securing the agreement of the successor to assume the Employer's obligations under this Agreement" will continue unchanged, and is included as part of this Proposal. It is not the intent of this 1113 Proposal to eliminate successorship as currently provided in these contracts.

Article IA. Scope and Coverage

1. Modify Section (c), which limits supervisors from performing classified work, to provide that supervisors may perform work of a classified nature so long as it does not exceed one hour during a shift.
2. Modify Section (f) to provide that the Employer agrees to apply this Proposed Agreement to any mine or coal producing facility operated by the Employer upon the UMWA's recognition, certification, or otherwise properly obtaining bargaining rights, and the Union agrees that it will offer to sign this Agreement with any Article IIB Lessee-Licensee of the Employer upon the UMWA's recognition, certification, or otherwise properly having obtained bargaining rights for the Lessee-Licensee's employees. Notwithstanding the forgoing, the terms of the Agreement shall be applied without evidence of the Union's representation of the Employees involved to any relocation of an operation already covered by the terms of the Agreement
3. Further modify Section (f) to provide that, upon the UMWA's properly obtaining bargaining rights, the Employer agrees to recognize the union at the Flying Eagle mine, the Buck Fork mine, the Huff Creek Surface mine, and the Buffalo Mountain mine, if and when such mines begin the production of coal, subject to all provisions contained in this 1113 Proposal. The Employer and the UMWA will mutually agree upon an expedited and streamlined process for the Union to seek such bargaining rights. Upon recognition of the union, the union agrees that it will offer to sign this 1113 Proposal at any of the above listed mines

4. Modify Section (g) (contracting and subcontracting), which limits the use of virtually any contractors on the jobsite, to provide that non-bargaining unit workers can be used to (i) provide fill-ins for temporary vacancies, (ii) perform short term projects, (iii) perform repair and maintenance work, and (iv) perform any and all work at closed operations.
5. Modify Section (g) to also eliminate requirements that the employer must not have available equipment or regular Employees (including laid-off Employees) with necessary skills available to perform the work before non-bargaining unit workers may be utilized (i.e., eliminate any "Double Back" requirement).
6. Modify Section (i) (construction work) to clarify that all construction work can be contracted out, without regard to whether it may have been performed by classified Employees in the past.

Article II. Job Opportunity and Benefit Security

1. Modify Article II by deleting all sections of Article II except the sections entitled "A. Non-Signatory Operations of the Signatory Employer," "B. Lessee-Licensee" and D-2. Exhaustion of Employer Panel, subject to the following amendments.
2. Modify A. Non-Signatory Operations of the Signatory Employer, Paragraph 2 to provide that selection of the 3 of 5 Employees to receive job offers shall be based on demonstrated ability to perform the work of the job at the time it is awarded (including possession of required certifications and required training), and satisfaction of such other hiring standards, qualifications, and tests as the Employer applies uniformly in its normal staffing practices. Seniority shall be considered, but need not be the determining factor in the Employer's decision to offer employment to any classified laid-off Employee on the Employer's panels of the Employer's operations covered by this Agreement.
3. Modify A. Non-Signatory Operations of the Signatory Employer, Paragraph 6, to provide that any disputes that arise under this Section shall be resolved through the normal UMWA grievance procedure, as set forth elsewhere in this 1113 Proposal.
4. Modify B. Lessee-Licensee, Paragraph 2 to provide that leasing, subleasing, or licensing out of such lands or operations shall be permitted where the lessee-licensee agrees in writing that 3 of every 5 offers of employment by such lessee-licensee shall first be made to the Employer's classified laid-off Employees on the Employer's panels of the Employer's operations covered by this Agreement, if such employment at the leased, subleased or licensed out location is for a job of the nature covered by the Agreement.
5. Modify B. Lessee-Licensee, Paragraph 3 to include that selections of the 3 out of 5 Employees to receive job offers may be based on demonstrated ability to perform the work of the job at the time it is awarded (including possession of required certifications and required training), and satisfaction of such other hiring standards, qualifications, and tests as the Employer applies uniformly in its normal staffing practices. Seniority shall be considered, but need not be the determining factor in the Lessee-Licensee's decision to offer employment to any classified laid-off Employee on the Employer's panels of the Employer's operations covered by this Agreement.

6. Modify B. Lessee-Licensee, Paragraph 5 to provide that any disputes that arise under this Article shall be resolved through the normal UMWA grievance procedure, as set forth elsewhere in this 1113 Proposal.

Article III. Health and Safety

1. Modify Section (m) (safety equipment and protective clothing allowance) to provide that the employer may provide uniforms in lieu of paying the annual clothing allowance required under the current Agreement.

Article IV. Wages and Hours

1. Section (a) requires overtime be paid after 8 hours in a day, and in some cases after 7¼ hours. Section (e) requires double time rates for overtime on Saturday, and Sunday work and triple time rates for work on holidays. Modify this Article as necessary to provide that all overtime will be paid at time and one half, and only for hours actually worked beyond 40 hours during a week, including work beyond 40 hours in the week which occurs on Saturdays, Sundays and holidays (i.e., eliminate all references to premium pay). Amend all provisions of the Agreement to conform to this change.
2. Adjust current 2013 Underground and Deep Mine Standard Hourly Wage Rates to the wage rates in effect as of December 31, 2012
3. Modify current Hourly Wage Rates at Strip and Auger Mines (Surface Mines) and for Preparation Plants and Other Surface Facilities for Deep and Surface Mines as provided in Attachment 1.
4. Provide the Company with the ability to increase (or subsequently decrease) hourly wage rates for any job classification during the term of the Agreement, provided that hourly wage rates may not be decreased below the base hourly wage rates established by the Agreement.
5. Subject to Paragraph IV (4) above, modify this Article to provide that if hourly wage rate increases are provided to hourly employees of non-union subsidiaries of Patriot operating in Central Appalachia (or Western Kentucky in the case of Heritage Coal Company, LLC), and such increases raise the non-union hourly employee wage rate to a rate higher than the then current UMWA job classification hourly wage rate for similarly situated employees, then those UMWA represented employees will be provided a wage rate increase that will make them equal with the similarly situated non-union hourly employees. The intent of this proposal is to ensure that future increases to non-union hourly employees will not result in similarly situated UMWA represented employees having a lower hourly wage rate than the non-union employees.
6. Section (c) authorizes the Employer to introduce alternate work schedules only if agreed to by the local union. Revise to provide that the employer may, with seven (7) days notice, implement an alternate work schedule for the entire operation, for a particular wage classification, or for individual employees. Absent seven (7) days notice, the current schedule at the operation will remain in place. Delete the requirement that the local union must agree before the employer may implement an alternate work schedule.

Article V. Helpers on Face Equipment in Underground Mines

1. Delete this Article, which mandates the assignment of a full time helper on continuous mining machines and roof bolters. Helpers are not required in the Gateway Agreements. Helpers will be assigned as needed, at management's discretion.

Article VI. Shifts and Shift Differentials

1. Delete this Article, which requires that Employees working on the afternoon shift be paid an extra \$0.50 per hour, and that Employees on the midnight shift be paid an extra \$0.60 per hour.

Article VIII. Starting Time

1. Section (b) requires the starting time be in accordance with prior practice and custom. Modify to permit management to implement staggered starting times if necessary.
2. Section (e) permits management to change crews at the face. Clarify to provide that any and all crews may be changed out at the location where work is being performed.

Article IX. Allowances

1. Modify Section (e), which currently provides for six (6) personal or sick days per year, to provide for three (3) personal or sick days per year. Personal or sick days not used will be paid out at the end of the year; the current language that permits an employee to carry personal or sick days into the next calendar year will be discontinued.

Article X. Wage Increase

1. Eliminate the \$1.00 per hour wage increase scheduled for January 1, 2014.
2. Reduce the currently scheduled wage increases effective on January 1, 2015 and January 1, 2016 from \$1.00 per hour to \$0.50 per hour.
3. Provide \$0.50 per hour wage increase on January 1, 2017 and provide \$0.50 per hour wage increase on January 1, 2018

Article XII. Holidays

1. Modify Section (a) to provide for eight (8) holidays, instead of the eleven (11) that are currently provided by eliminating the April 1, Veteran's Day and Employee's Birthday holidays.
2. Modify Section (b) (Sunday Holidays) to provide that a holiday shall be observed on the calendar day it falls.
3. Modify Section (c) (Monday Holidays) to provide that scheduled work on Saturday prior to a Monday holiday is mandatory.

4. Modify Section (d) to provide that the employee shall be paid at his regular hourly rate, not triple time, for all hours worked if he or she works on a holiday. He or she will also receive Holiday Pay, if eligible.
5. Modify Section (e) to provide that all underground employees shall receive eight (8) hours pay at the regular straight time rate as Holiday Pay and that all outside employees shall receive seven and one-quarter (7 ¼) hours of pay at the regular straight time rate as Holiday Pay, provided the employee was not absent, unexcused, on the last scheduled shift prior to or the first scheduled shift after the holiday.
6. Modify Section (f) to eliminate the Employee's option to designate another day to take off if the holiday falls during a vacation period or on a day when he is not scheduled to work.

Article XIII. Regular Vacation

1. Modify Section (a) and Section (d) to eliminate the requirement for fourteen (14) consecutive days of regular vacation with twelve (12) days pay. Provide instead for ten (10) days of regular vacation per year with ten (10) days pay, earned on a pro rata basis from January 1 through December 21, and further provide that days must be used in coordination with vacation shut down periods as provided in the Gateway contracts.
2. Modify Sections (b) and (d) to provide for three vacation shut down periods: (1) week of July 4th; (2) week of Thanksgiving; and (3) week of Christmas as provided in the Gateway contracts.
3. Modify Section (e), which provides for four (4) floating vacation days, to provide for two (2) floating vacation days. Revise this Section to provide that days not used will be paid after the end of the year, and may not be carried over into a subsequent year.

Article XIV. Graduated Vacation

1. Revise Section (a), which currently provides Employees with at least five (5) years of employment with the Employer receive additional (graduated) days of vacation on a sliding scale of 1 to 14 days, to establish that after five (5) years of continuous employment with the Employer each Employee shall be entitled to five (5) graduated vacation days. Additional years of service will not result in additional graduated vacation days. If an Employee's hire date is before July 1, the Employee will receive five (5) graduated vacation days at the beginning of the year in which the fifth anniversary of employment begins. If hire date is after June 30, the Employee will receive five (5) graduated vacation days at the beginning of the year which follows the fifth anniversary of employment. Days not used will be paid after the end of the year.

Article XX. Health, Retirement and Other Benefits

1. Consistent with the Gateway contracts, delete Article XX in its entirety, including, among other things:

- (i) the obligation to contribute \$5.50 per hour worked to, and to participate in, the UMWA 1974 Pension Plan
 - (ii) the obligation to contribute \$1.10 per hour worked to, and to participate in, the UMWA 1993 Benefit Plan
 - (iii) the obligation to contribute \$1.50 per hour worked to, and to participate in, the UMWA 2012 Retiree Bonus Account Trust
 - (iv) the obligation to provide retiree health benefits to any former, current or future employee.
2. Modify and amend the current health benefit plan for active employees as set forth in Attachment 2. Among other things, the revised health plan will provide for:
- (i) 90/10 coverage (same coverage as the health care plan to be provided for Patriot's subsidiaries' salaried and non-union hourly employees), and
 - (ii) a monthly pre-tax employee contribution toward the cost of health care, and
 - (iii) non-coverage of spouses who do not enroll in available health care plans provided by their employer, and
 - (iv) coordination of benefits for covered spouses who do enroll in available health care coverage provided by their employer, and
 - (v) monthly contribution (premium) reductions for employees with covered spouses who enroll in available health care coverage provided by their employer
3. Modify and amend the current health benefit plan to specify employer-provided medical coverage will continue for sixty (60) calendar days after the date of an employee's lay off, rather than for the balance of the month plus up twelve additional months of continuing coverage.
4. Eliminate the requirement that the Company maintain a retiree health care plan and eliminate the requirement that the Company provide health care benefits for current or future retirees.
5. Modify the current Agreement to add a new provision that requires the Employer to make a contribution into each working miner's personal account in a company sponsored 401(k) plan, or, in the alternative, make such contributions to the UMWA Cash Deferred Savings Plan. The contribution shall be 6% of each dollar earned in wages for hours actually worked by the miner.

Article XXB. UMWA Cash Deferred Savings Plan of 1988

1. Modify Section (d) and other sections in this Article as appropriate to:
 - (i) terminate the obligation to contribute to the UMWA Cash Deferred Savings Plan (CDSP) on behalf of new inexperienced miners hired after January 1, 2007, including the current requirement to contribute \$1.00 per hour worked by such Employees
 - (ii) terminate the obligation to make contributions to the CDSP on behalf of new inexperienced miners hired after January 1, 2012 who are not eligible to

participate in the UMWA 1974 Pension Plan, including the current requirement to contribute \$1.00 per hour worked by such Employees

- (iii) terminate the obligation to make contributions to the CDSP on behalf of participants in the UMWA 1974 Pension Plan who opt out of continued participation in the UMWA Pension Plan, including the current requirement to contribute \$1.00 per hour worked by such Employees
- (iv) terminate the obligation to make contributions to the CDSP on behalf of employees who have 20 years of credited service under the UMWA Pension Plan, including the current requirement to contribute \$1.00 per hour worked by such Employees

Article XXII. Miscellaneous

1. Modify Section (i) Attendance Control Program to provide that (a) two unexcused absences in 30 calendar days, or three unexcused absences in 180 calendar days or four unexcused absences in 360 calendar days is just cause for discharge; and (b) that the employer may implement or revise a Chronic & Excessive Absentee Program.
2. Section (s) Bonus Plans restricts an Employer's right to implement bonus plans unless approved by a majority vote of the local union. Modify this Section to provide that the employer may initiate, modify and terminate bonus plans unilaterally, as provided in the Gateway Agreements.
3. Delete Section (j) Memorial Periods which grants the Union a right to designate Memorial Periods which effectively shut down operations for up to ten (10) days during the term of the Agreement.
4. Add a new section that establishes a forty-five (45) day probationary period for newly employed personnel, as provided in the Gateway Agreements.

Article XXIII. Settlement of Disputes

1. Modify Section (h) Finality of Settlements to provide that the provisions of this Agreement supersede and make void any settlements, arbitration decisions or other agreements that are in any manner inconsistent with or in conflict with concepts, intentions and changes of this Agreement. Such settlements, arbitration decisions and/or agreements include, but are not limited to:
 - a) Double Back Policy and 10% Chronic and Excessive Absenteeism threshold at Eastern's Federal #2 Mine
 - b) Requirement to maintain a specific number of employees to perform work at closed operations
 - c) Restrictions against use of contractors for periodic sump and pond cleaning

Article XXVI. District Agreements

1. Clarify Section (b) to provide that this Agreement supersedes any prior practice or custom or local, district or international agreement that is in any manner inconsistent with or in conflict with the concepts or intentions of this Agreement.

Article XXIX. Ratification and Termination of This Agreement

1. Make the termination date of the Agreement December 31, 2018.

Other Matters

1. Modify all contract language as necessary and appropriate to be consistent with the concepts, intentions and changes set forth herein.
2. All unresolved grievances that assert violation of contractual provisions made void, modified or eliminated are withdrawn.
3. No grievances may be filed that claim violation of contractual provisions made void, modified or eliminated by this proposal.

MOU REGARDING JOB OPPORTUNITIES

1. Terminate this MOU, which requires certain non-union subsidiaries of Patriot Coal to offer jobs to the employees of the signatory companies before hiring employees of their own choosing.

**ATTACHMENT 1
 TO TAB A**

Wage Rates

1. Adjust current 2013 Underground and Deep Mine Standard Hourly Wage Rates to the wage rates in effect as of December 31, 2012
2. Reduce Strip and Auger Mines rates to conform generally to rates paid at Strip and Auger Mines operated by non-union subsidiaries of Patriot.

| Current NBCWA Pay Grade | 2013 NBCWA Standard Hourly Wage Rate | Proposed Pay Grade | Proposed Job Titles within Proposed Pay Grade | Proposed Standard Hourly Wage Rate |
|--------------------------------|---|---------------------------|--|---|
| Grade 5 | \$28.178 | Grade 5 | Master Electrician | \$30.00 |
| Grade 4 | \$27.527 | Grade 4 | Dragline Operator, Electrician, Mechanic | \$26.00 |
| Grade 3 | \$27.162 | Grade 3 | Loader (Production or Coal), Excavator (Production), Dozer (Production), Shovel Operator | \$24.00 |
| Grade 2 | \$26.877 | Grade 2 | Welder, Shovel or Dragline Oiler, Blaster/Shooter | \$22.00 |
| Grade 1 | \$26.796 | Grade 1 | Driller, Grader, Serviceman, Groundman, Truck (Rock, Coal, Water), Heavy Equipment Operator, Loader or Dozer (Non-Production), Steam Jenny | \$20.00 |

3. Reduce Preparation Plant and Other Surface Facilities For Deep or Surface Mines rates to conform generally with rates paid at Preparation Plant and Other Surface Facilities for Deep or Surface Mine operated by non-union subsidiaries of Patriot.

| Current NBCWA Pay Grade | 2013 NBCWA Standard Hourly Wage Rate | Proposed Pay Grade | Proposed Job Titles within Proposed Pay Grade | Proposed Standard Hourly Wage Rate |
|--------------------------------|---|---------------------------|---|---|
| Grade 4 | \$27.364 | Grade 4 | Diesel Mechanic, Mechanic, Electrician/Mechanic, Electrician, Electrician Lineman | \$26.364 |
| Grade 3 | \$27.120 | Grade 3 | Plant Operator, Welder 1 st Class, Welder Pipefitter, Repairman- Radio | \$24.00 |
| Grade 2 | \$26.837 | Grade 2 | Beltline Mechanic, Dozer Operator, Loader Operator, Heavy Equipment Operator, Heavy Media Operator, Loadout Operator, Stationary Equipment Operator, Truck Driver, Wet Plant Operator | \$23.00 |
| Grade 1 | \$26.757 | Grade 1 | Bathhouse Attendant, General Laborer, Utility Person, Sampler | \$20.00 |

**ATTACHMENT 2
TO TAB A**

Healthcare Benefits for Active Employees

- 1) Article XX (Health, Retirement and Other Benefits) of the 2011 NBCWA is deleted in its entirety.
- 2) The signatory employers will provide health benefits to all active employees as follows:
 - a) Health benefits for employees at the signatory mines will be in accordance with the plan design summarized on Exhibit A of this Attachment which shows a comparison of the existing plan design to the modified plan design.
 - b) Employees will be responsible for paying a portion of the cost of health care in the form of monthly premiums equal to 10 % of the predicted average cost of health care under the plan. Separate premiums will be developed for the following coverage classifications: Employee Only; Employee + One; Employee + Family. Such premium amounts will be withheld through direct pre-tax payroll deductions. The premiums will be determined through actuarial analysis and will be subject to change annually, increasing or decreasing, depending upon the actual plan experience as compared to the prior year's actuarial projections. The monthly premiums for 2013 are as follows:
 - i) Employee Only: \$68.58
 - ii) Employee + One: \$140.48
 - iii) Employee +Family: \$213.00

Employees with covered spouses who are enrolled in a medical insurance plan provided by their employer will receive a \$50 per month premium discount

Working spouses who do not enroll in a medical insurance plan available to them from their employer are not covered under this health care plan.

The employer will provide a prescription drug benefit that includes availability to a large and sufficient enough range of medications to allow health care practitioners to prescribe appropriate medical treatment.

- 3) The Employer reserves the exclusive right to change or modify its health plan as follows:
 - a) To adopt, change or modify managed care programs and/or cost containment programs that do not impose material additional costs or benefit reductions on plan participants, provided participants are provided thirty (30) days advance notice of such changes
 - b) To change carriers or plan administrators or otherwise make changes to plan administration that do not impose material additional costs or benefit reductions on plan participants without prior notice

- c) To require participants to enroll in or otherwise receive benefits from plans or programs currently available or that may become available during the term of this Agreement from the government or other public sources, provided participants are provided thirty (30) days advance notice of such changes
 - d) To amend or modify the level of benefits provided by the Plan, and/or to increase the cost participants are required to pay to receive benefits from the Plan on each anniversary date of the Agreement, if the per-beneficiary cost to the Employer of providing benefits under the Plan exceeds five (5) percent of the per-beneficiary cost to provide benefits under the Plan as of the effective date of the Agreement, provided however, that such changes shall not be greater than reasonably required to maintain the cost to the Employer at the per-beneficiary cost as of the effective date of the Agreement.
- 4) At least thirty (30) days prior to implementing changes to the Plan pursuant to paragraph 3(d) the Employer shall meet with representatives of the Union to review the Plan's experience, to share claims and cost data, and to discuss the changes proposed by the Employer. The Employer shall consider any proposals and recommendations offered by the Union to attain the cost reductions necessary to maintain the per-beneficiary cost at the level in effect on the effective date of the Agreement. After considering such proposals and recommendations, the Employer may, at its sole discretion, implement such changes as it deems necessary to maintain the per-beneficiary cost to the Employer of providing benefits under the Plan at the level in effect on the effective date of the Agreement.
- 5) If local, state or federal government, or any governmental agency, implements any program or law or regulation which makes available to any or all of the Employees of the Company any service, procedure or benefit (including health care coverage under Nation Health Care Reform Exchanges) that is also covered or provided under this health care plan, or any amended health care plan, then such Employee or beneficiaries or dependents may be required by the company to obtain such service, procedure or benefit from the government or agency and not from the Company, provided that any additional cost incurred by the Employee as a result of the difference in cost charged for service or procedure or benefit itself (relative to the cost under this Plan) is reimbursed to Employee by the company. Prior to any such requirement, the Employer and the UMWA agree to meet and discuss implementation of any such requirement.
- 6) Active represented employees will not be eligible for any type of employer provided retiree health care program.
- 7) Should a dispute arise during the term of this Agreement concerning the interpretation or implementation of this Reservation of Rights clause, or any Employer action taken pursuant to this clause, such dispute shall be resolved by the U. S. District Court for the Eastern District of Virginia, and shall not be subject to arbitration or any dispute resolution process under the Agreement or the Plan.

Exhibit A

| Medical Plan Design Summary | | |
|--|--|---|
| | Current UMWA Represented Active Employee Plan Design | Proposed UMWA Represented Active Employee Plan Design |
| Coinsurance | | |
| In-Network | 0% | 10% |
| Out-of-Network | 10% | 30% |
| Deductible | | |
| Individual In Network | \$0 | \$250 |
| Family In Network | \$0 | \$250 per person |
| Individual Out of Network | \$0 | \$250 |
| Family Out of Network | \$0 | \$250 per person |
| Co-Pay | | |
| Primary Care Physician In Network | \$12 | \$20 |
| Specialist In Network | \$12 | \$35 |
| Primary Care Physician Out of Network | \$20 | \$20 |
| Specialist Out of Network | \$20 | \$50 |
| Inpatient/Outpatient Services | | |
| In-Network | 0% | 10% |
| Out-of-Network | 10% | 30% |
| Maximum Out-of-Pocket | | |
| Individual In Network | \$240 | \$2,000 |
| Family In Network | \$240 | \$4,000 |
| Individual Out of Network | \$1,600 | \$2,000 |
| Family Out of Network | \$1,600 | \$4,000 |
| Other | | |
| Hospital Pre-Cert Penalty | \$300 | \$0 |
| Hearing Care | One hearing aid per ear every 2 years if Medically Necessary | In-Network - 80% after deductible satisfied - 1 hearing aid per ear every 2 years |
| Prescription Drugs Retail (30 Day Supply) | | |
| Generic | Employee Co-Pay \$5 | Employee Co-Pay \$5.00 |
| Preferred Brand | \$5 | 30% (\$25, \$50) |
| Non-preferred Brand | \$5 | 50% (\$75, \$200) |
| Prescription Drugs Mail (90 Day Supply) | | |
| Generic | Employee Co-Pay Free | Employee Co-Pay \$10.00 |
| Preferred Brand | Free | 30% (\$50, \$100) |
| Non-preferred Brand | Free | 50% (\$150, \$400) |

TAB B

PROPOSED CHANGES TO COAL WAGE
AGREEMENT
BETWEEN THE
UNITED MINE WORKERS OF AMERICA
AND
HIGHLAND MINING COMPANY, LLC

Revised February 19, 2013

HIGHLAND MINING COMPANY, LLC PROPOSAL

Revised February 19, 2013

The provisions of the current Coal Wage Agreement and amending agreements would continue unchanged, except as provided below.

Article I. Enabling Clause

1. Modify to limit application of the contract to the geographic boundaries of the operation, as currently provided in the Gateway Agreements. Include a description of the boundaries of the mine and related reserves that are covered by the Agreement.
2. The language in the current 2011 Coal Wage Agreement which states "...operations covered by this Agreement shall not be sold, conveyed, or otherwise transferred or assigned to any successor without first securing the agreement of the successor to assume the Employer's obligations under this Agreement" is included as part of this Proposal. It is not the intent of this 1113 Proposal to eliminate successorship from the Highland contract.

Article IA. Scope and Coverage

1. Modify Section (e), which limits supervisors from performing any classified work, to provide that supervisors may perform work of a classified nature so long as it does not exceed one hour during a shift.
2. Modify Section (f) to provide that the Employer agrees to apply this Agreement to any mine or coal producing facility operated by the Employer upon the UMWA's recognition, certification, or otherwise properly obtaining bargaining rights, and the Union agrees that this Agreement will be offered to any Article II –B Lessee-Licensee of the Employer upon the UMWA's recognition, certification, or otherwise properly obtained bargaining rights. Notwithstanding the forgoing, the terms of the Agreement shall be applied without evidence of the Union's representation of the Employees involved to any relocation of an operation already covered by the terms of the Agreement.
3. Further modify Section (f) to provide that, upon the UMWA's properly obtaining bargaining rights, the Employer agrees to recognize the union at the Flying Eagle mine, the Buck Fork mine, the Huff Creek Surface mine, and the Buffalo Mountain mine, if and when such mines begin the production of coal, subject to all provisions contained in this 1113 Proposal. The Employer and the UMWA will mutually agree upon an expedited and streamlined process for the Union to seek such bargaining rights. Upon recognition of the union, the union agrees that it will offer to sign this 1113 Proposal at any of the above listed mines

4. Modify Section (g) (contracting and subcontracting), which limits the use of virtually any contractors on the jobsite, to provide that non-bargaining unit workers can be used to (i) provide fill-ins for temporary vacancies, (ii) perform short term projects, (iii) perform repair and maintenance work, and (iv) perform any and all work at closed operations
5. Modify Section (g) to also eliminate requirements that the employer must not have available equipment or regular Employees (including laid-off Employees) with necessary skills available to perform the work before non-bargaining unit workers may be utilized (i.e., eliminate any "Double Back" requirement).
6. Modify Section (i) (construction work) to clarify that all construction work can be contracted out, without regard to whether it may have been performed by classified Employees in the past.

Article II. Job Opportunity and Benefit Security

1. Modify Article II by deleting all sections of Article II except the sections entitled "A. Non-Signatory Operations of the Signatory Employer," "B. Lessee-Licensee" and D-2. Exhaustion of Employer Panel, subject to the following amendments.
2. Modify A. Non-Signatory Operations of the Signatory Employer, Paragraph 2 to provide that selection of the 3 of 5 Employees to receive job offers shall be based on demonstrated ability to perform the work of the job at the time it is awarded (including possession of required certifications and required training), and satisfaction of such other hiring standards, qualifications, and tests as the Employer applies uniformly in its normal staffing practices. Seniority shall be considered, but need not be the determining factor in the Employer's decision to offer employment to any classified laid-off Employee on the Employer's panels of the Employer's operations covered by this Agreement.
3. Modify A. Non-Signatory Operations of the Signatory Employer, Paragraph 6, to provide that any disputes that arise under this Section shall be resolved through the normal UMWA grievance procedure, as set forth elsewhere in this 1113 Proposal.
4. Modify B. Lessee-Licensee, Paragraph 2 to provide that leasing, subleasing, or licensing out of such lands or operations shall be permitted where the lessee-licensee agrees in writing that 3 of every 5 offers of employment by such lessee-licensee shall first be made to the Employer's classified laid-off Employees on the Employer's panels of the Employer's operations covered by this Agreement, if such employment at the leased, subleased or licensed out location is for a job of the nature covered by the Agreement.
5. Modify B. Lessee-Licensee, Paragraph 3 to include that selections of the 3 out of 5 Employees to receive job offers may be based on demonstrated ability to perform the work of the job at the time it is awarded (including possession of required certifications and required training), and satisfaction of such other hiring standards, qualifications, and tests as the Employer applies uniformly in its normal staffing practices. Seniority shall be considered, but need not be the determining factor in the Lessee-Licensee's decision to offer employment to any classified laid-off Employee on the Employer's panels of the Employer's operations covered by this Agreement.

6. Modify B. Lessee-Licensee, Paragraph 5 to provide that any disputes that arise under this Article shall be resolved through the normal UMWA grievance procedure, as set forth elsewhere in this 1113 Proposal

Article III. Health and Safety

1. Modify Section (m) (safety equipment and protective clothing allowance) to provide that the employer may provide uniforms in lieu of paying the annual \$290 clothing allowance required under the current Agreement.

Article IV. Wages and Hours

1. Section (b) requires overtime be paid after 8 hours in a day, and in some cases after 7¼ hours. Section (e) requires double time rates for Saturday overtime and Sunday work and triple time rates for work on holidays. Modify in this Article as necessary to provide that all overtime will be paid at time and one half, and only for hours actually worked beyond 40 hours during a week, including work on Saturdays, Sundays and holidays (i.e., eliminate all references to premium pay). Amend all provisions of the Agreement to conform to this change.
2. Maintain Highland's December 31, 2012 hourly wage rates.
3. Provide Company with the ability to increase (and subsequently decrease) hourly wage rates for any job classification during the term of the Agreement, provided that hourly wage rates may not be decreased below the base hourly wage rates established by the Agreement.
4. Subject to Paragraph IV (3) above, modify this Article to provide that if hourly wage rate increases are provided to hourly employees of non-union subsidiaries of Patriot operating in Western Kentucky, and such increases raise the non-union hourly employee wage rate to a rate higher than the then current UMWA job classification hourly wage rate for similarly situated employees, then those UMWA represented employees will be provided a wage rate increase that will make them equal with the similarly situated non-union hourly employees. The intent of this proposal is to ensure that future increases to non-union hourly employees will not result in similarly situated UMWA represented employees having a lower hourly wage rate than the non-union employees
5. Maintain current Local Agreement regarding sharing of Idle Day and Overtime work
6. Section (c) authorizes the employer to introduce alternate work schedules only if agreed to by the local union. Revise to provide that the employer may, with seven (7) days notice, implement an alternative work schedule for the entire operation, a particular wage classification or individual employees. Absent seven (7) days notice, the current schedule at the operation will remain in place. Delete the requirement that the local union must agree before the employer may implement an alternate work schedule.

Article V. Helpers on Face Equipment in Underground Mines

1. Delete this Article, not contained in the Gateway Agreements, which mandates the assignment of a full time helper on continuous mining machines and roof bolters. Helpers will be assigned as needed, at management's discretion.

Article VI. Shifts and Shift Differentials

1. Delete this Article, which requires that Employees working on the afternoon shift be paid an extra \$0.40 per hour, and that Employees on the midnight shift be paid an extra \$0.50 per hour.

Article VIII. Starting Time

1. Section (e) permits management to change crews at the face. Clarify to provide that any and all crews may be changed out at the location where work is being performed.

Article IX. Allowances

1. Modify Section (e), which currently provides for five (5) personal or sick days per year to provide for three (3) personal or sick days per year. Days not used will be paid after the end of the year; the current language that permits an employee to carry over personal or sick days into the next calendar year will be discontinued.

Article X. Wage Increase

1. Eliminate the \$1.25 per hour wage increase scheduled for July 1, 2013 and eliminate the \$1.25 per hour wage increase scheduled for July 1, 2014.
2. Maintain wages through June 30, 2015 at Highland's December 31, 2012, rates.
3. Provide an increase of \$0.50 per hour on July 1, 2015; provide an increase of \$0.50 per hour on July 1, 2016; provide an increase of \$0.50 per hour on July 1, 2017; and provide an increase of \$0.50 per hour on July 1, 2018.

Article XII. Holidays

1. Modify Section (a) to provide for eight (8) holidays instead of the eleven (11) that are now provided by eliminating the April 1, Veteran's Day and Employee's Birthday holidays.
2. Modify Section (b) (Sunday holidays) to provide that a holiday shall be observed on the calendar day it falls.
3. Modify Section (c) (Monday holidays) to provide that scheduled work on Saturday prior to a holiday is mandatory
4. Modify Section (d) to provide that the employee shall be paid at his regular hourly rate, not triple time, for all hours worked if he or she works on a holiday. He or she will also receive Holiday Pay, if eligible.

5. Modify Section (e) to provide that all underground employees shall receive eight (8) hours pay at the regular straight time rate as Holiday Pay and that all outside employees shall receive seven and one-quarter (7 ¼) hours of pay at the regular straight time rate as Holiday Pay, provided the employee was not absent, unexcused, on the last scheduled shift prior to or the first scheduled shift after the holiday.
6. Modify Section (f) eliminate the Employee's option to designate another day to take off if the holiday falls during a vacation period or on a day when he is not scheduled to work.

Article XIII. Regular Vacation

1. Modify Section (a) and Section (d) to eliminate the requirement for fourteen (14) consecutive days of regular vacation with twelve (12) days pay. Provide instead for ten (10) days of regular vacation per year with ten (10) days pay, earned on a pro rata basis from January 1 through December 21, and further provide that days must be used in coordination with vacation shut down periods, as provided in the Gateway contracts.
2. Modify Sections (b) and (d) to provide for three vacation shut down periods: (1) week of July 4th; (2) week of Thanksgiving; and (3) week of Christmas, as provided in the Gateway contracts.
3. Modify Section (e), which currently provides for four (4) floating vacation days, to provide for two (2) floating vacation days. Revise to provide that days not used will be paid after the end of the year, and may not be carried over into a subsequent year.

Article XIV. Graduated Vacation

1. Revise Section (a), which currently provides Employees with at least five (5) years of employment with the Employer receive additional (graduated) days of vacation on a sliding scale of 1 to 14 days, to establish that after five (5) years of continuous employment with the Employer each Employee shall be entitled to five (5) graduated vacation days. Additional years of service will not result in additional graduated vacation days. If an Employee's hire date is before July 1, the Employee will receive five (5) graduated vacation days at the beginning of the year in which the fifth anniversary of employment begins. If hire date is after June 30, the Employee will receive five (5) graduated vacation days at the beginning of the year which follows the fifth anniversary of employment. Days not used will be paid after the end of the year.

Article XX. Health, Retirement and Other Benefits

1. Consistent with the Gateway contracts, delete Article XX in its entirety, including, among all other things:
 - (i) the obligation to contribute \$5.50 per hour worked to, and participate in, the UMWA 1974 Pension Plan
 - (ii) the obligation to contribute \$0.50 per hour worked to, and participate in, the UMWA 1993 Benefit Plan
 - (iii) the obligation to provide retiree health benefits to any former, current or future employee.

2. Modify and amend the current health benefit plan as set forth in Attachment 1. Among other things, the revised health plan will provide for:
 - (i) 90/10 coverage (same coverage as the health care plan to be provided for Patriot's subsidiaries' salary and non-union hourly employees), and
 - (ii) a monthly pre-tax employee contributions toward the cost of health care, and
 - (iii) non-coverage of spouses who do not enroll in available health care plans provided by their employer, and
 - (iv) coordination of benefits for covered spouses who do enroll in available health care coverage provided by their employer, and
 - (v) monthly contribution (premium) reductions for employees with covered spouses who enroll in available health care coverage provided by their employer
3. Modify and amend the current health benefit plan to specify employer-provided medical coverage will continue for sixty (60) calendar days after the date of an employee's lay off, rather than the balance of the month plus up to twelve (12) additional months of continuing coverage.
4. Eliminate the requirement that the Company maintain a retiree health care plan and eliminate the requirement that the Company provide health care benefits for retirees.
5. Modify current Agreement to add a new provision that requires the Employer to make a contribution into each working miner's personal account in a company sponsored 401(k) plan, or, in the alternative, make such contributions to the UMWA Cash Deferred Savings Plan. The contribution shall be 6% of each dollar earned in wages for hours actually worked by the miner.

Article XXB. UMWA Cash Deferred Savings Plan of 1988

1. Modify Section (d) and other sections in this Article as appropriate to terminate the obligation to make contributions to the UMWA Cash Deferred Savings Plan (CDSP) on behalf of new inexperienced miners hired after January 1, 2007.

Article XXII. Miscellaneous

1. Modify Section (i) Attendance Control Program to provide that (a) two unexcused absences in 30 calendar days or three unexcused absences in 180 calendar days or four unexcused absences in 360 calendar days is just cause for discharge; and (b) that the employer may implement or revise a Chronic & Excessive Absentee Program.
2. Section (s) Bonus Plans restricts an Employer's right to implement bonus plans unless approved by a majority vote of the local union. Modify this Section to provide that the employer may initiate, modify and terminate safety, attendance, environmental compliance, production or other bonus plans unilaterally, as provided in the Gateway Agreements.
3. Delete Section (j) Memorial Periods which grants the Union a right to effectively shut down operations up to ten (10) days during the term of the Agreement.

4. Add a new section that establishes a forty-five (45) day probationary period for newly employed personnel.

Article XXIII. Settlement of Disputes

1. Modify Section (h) Finality of Settlements to provide that the provisions of this Agreement supersede any settlements, arbitration decisions or other agreements that are in any manner inconsistent with or in conflict with the changes, concepts or intentions of this Agreement.

Article XXVI. District Agreements

1. Clarify Section (b) to provide that this Agreement supersedes any prior practice or custom or local or district agreement that is in any manner inconsistent with or in conflict with the changes, concepts or intentions of this Agreement.

Article XXIX. Ratification and Termination of This Agreement

1. Make the termination date of the Agreement December 31, 2018.

Other

1. Maintain current Letter Agreement in Highland Agreement regarding Skills Enhancement
2. Maintain Appendix F of current Highland Agreement — Consolidated Classifications
3. Modify all contract provisions and language as necessary and appropriate to be consistent with the changes, concepts or intentions of set forth herein.
4. All unresolved grievances that assert violation of contractual provisions made void, modified or eliminated are withdrawn.
5. No grievances may be filed that claim violation of contractual provisions made void, modified or eliminated by this proposal.

MOU REGARDING JOB OPPORTUNITIES.

Terminate this MOU, which requires certain non-union subsidiaries of Patriot Coal to offer jobs to employees of the signatory companies before hiring employees of their own choosing.

**ATTACHMENT 1
TO TAB B**

Healthcare Benefits for Active Employees

- 1) Article XX (Health, Retirement and Other Benefits) of the 2007 Highland Agreement extension is deleted in its entirety.
- 2) The signatory employers will provide health benefits to all active employees as follows:
 - a) Health benefits for employees at the signatory mines will be in accordance with the plan design summarized on Exhibit A of this Attachment which shows a comparison of the existing plan design to the modified plan design.
 - b) Employees will be responsible for paying a portion of the cost of health care in the form of monthly premiums equal to 10% of the predicted average cost of health care under the plan. Separate premiums will be developed for the following coverage classifications: Employee Only; Employee + Spouse; Employee + Family. Such premium amounts will be withheld through direct pre-tax payroll deductions. The premiums will be determined through actuarial analysis and will be subject to change annually, increasing or decreasing, depending upon the actual plan experience as compared to the prior year's actuarial projections. The premiums for 2013 are as follows:

| | |
|------------------------|----------|
| i. Employee Only: | \$68.58 |
| ii. Employee + One: | \$140.48 |
| iii. Employee +Family: | \$213.00 |

Employees with covered spouses who are enrolled in a medical insurance plan provided by their employer will receive a \$50 per month premium discount

Working spouses who do not enroll in a medical insurance plan available to them from their employer are not covered under this health care plan.

The employer will provide a prescription drug benefit that includes availability to a large and sufficient enough range of medications to allow health care practitioners to prescribe appropriate medical treatment.

- 3) The Employer reserves the exclusive right to change or modify its health plan as follows:
 - a) To adopt, change or modify managed care programs and/or cost containment programs that do not impose material additional costs or benefit reductions on plan participants, provided participants are provided thirty (30) days advance notice of such changes
 - b) To change carriers or plan administrators or otherwise make changes to plan administration that do not impose material additional costs or benefit reductions on plan participants without prior notice

- c) To require participants to enroll in or otherwise receive benefits from plans or programs currently available or that may become available during the term of this Agreement from the government or other public sources, provided participants are provided thirty (30) days advance notice of such changes
 - d) To amend or modify the level of benefits provided by the Plan, and/or to increase the cost participants are required to pay to receive benefits from the Plan on each anniversary date of the Agreement, if the per-beneficiary cost to the Employer of providing benefits under the Plan exceeds five (5) percent of the per-beneficiary cost to provide benefits under the Plan as of the effective date of the Agreement, provided however, that such changes shall not be greater than reasonably required to maintain the cost to the Employer at the per-beneficiary cost as of the effective date of the Agreement.
- 4) At least thirty (30) days prior to implementing changes to the Plan pursuant to paragraph 3(d) the Employer shall meet with representatives of the Union to review the Plan's experience, to share claims and cost data, and to discuss the changes proposed by the Employer. The Employer shall consider any proposals and recommendations offered by the Union to attain the cost reductions necessary to maintain the per-beneficiary cost at the level in effect on the effective date of the Agreement. After considering such proposals and recommendations, the Employer may, at its sole discretion, implement such changes as it deems necessary to maintain the per-beneficiary cost to the Employer of providing benefits under the Plan at the level in effect on the effective date of the Agreement.
- 5) If local, state or federal government, or any governmental agency, implements any program or law or regulation which makes available to any or all of the Employees of the Company any service, procedure or benefit (including health care coverage under Nation Health Care Reform Exchanges) that is also covered or provided under this health care plan, or any amended health care plan, then such Employee or beneficiaries or dependents may be required by the company to obtain such service, procedure or benefit from the government or agency and not from the Company, provided that the any additional cost incurred by the Employee as a result of the difference in cost charged for service or procedure or benefit itself (relative to the cost under this Plan) is reimbursed to Employee by the company. Prior to any such requirement, the Employer and the UMWA agree to meet and discuss implementation of any such requirement.
- 6) Active represented employees will not be eligible for any type of employer provided retiree health care program.
- 7) Should a dispute arise during the term of this Agreement concerning the interpretation or implementation of this Reservation of Rights clause, or any Employer action taken pursuant to this clause, such dispute shall be resolved by the U. S. District Court for the Eastern District of Virginia, and shall not be subject to arbitration or any dispute resolution process under the Agreement or the Plan.

Exhibit A

| Medical Plan Design Summary | | |
|--|--|---|
| | Current UMWA Represented Active Employee Plan Design | Proposed UMWA Represented Active Employee Plan Design |
| Coinsurance | | |
| In-Network | 0% | 10% |
| Out-of-Network | 10% | 30% |
| Deductible | | |
| Individual In Network | \$0 | \$250 |
| Family In Network | \$0 | \$250 per person |
| Individual Out of Network | \$0 | \$250 |
| Family Out of Network | \$0 | \$250 per person |
| Co-Pay | | |
| Primary Care Physician In Network | \$12 | \$20 |
| Specialist In Network | \$12 | \$35 |
| Primary Care Physician Out of Network | \$20 | \$20 |
| Specialist Out of Network | \$20 | \$50 |
| Inpatient/Outpatient Services | | |
| In-Network | 0% | 10% |
| Out-of-Network | 10% | 30% |
| Maximum Out-of-Pocket | | |
| Individual In Network | \$240 | \$2,000 |
| Family In Network | \$240 | \$4,000 |
| Individual Out of Network | \$1,600 | \$2,000 |
| Family Out of Network | \$1,600 | \$4,000 |
| Other | | |
| Hospital Pre-Cert Penalty | \$300 | \$0 |
| Hearing Care | One hearing aid per ear every 2 years if Medically Necessary | In-Network - 80% after deductible satisfied - 1 hearing aid per ear every 2 years |
| Prescription Drugs Retail (30 Day Supply) | | |
| Generic | Employee Co-Pay \$5 | Employee Co-Pay \$5.00 |
| Preferred Brand | \$5 | 30% (\$25, \$50) |
| Non-preferred Brand | \$5 | 50% (\$75, \$200) |
| Prescription Drugs Mail (90 Day Supply) | | |
| Generic | Employee Co-Pay Free | Employee Co-Pay \$10.00 |
| Preferred Brand | Free | 30% (\$50, \$100) |
| Non-preferred Brand | Free | 50% (\$150, \$400) |

TAB C

PROPOSED CHANGES TO COLLECTIVE
BARGAINING AGREEMENTS
BETWEEN THE
UNITED MINE WORKERS OF AMERICA
AND
GATEWAY EAGLE COAL COMPANY, LLC
FOR
GATEWAY EAGLE MINE
FARLEY EAGLE MINE
CAMPBELLS CREEK NO. 10 MINE
SUGAR MAPLE MINE

Revised February 19, 2013

GATEWAY EAGLE COAL COMPANY PROPOSALS
Gateway Eagle Mine Collective Bargaining Agreement
Farley Eagle Mine Collective Bargaining Agreement
Campbells Creek No.10 Mine Collective Bargaining Agreement
Sugar Maple Mine Collective Bargaining Agreement

Revised February 19, 2013

The provisions of Gateway Eagle Coal Company's current Collective Bargaining Agreements would continue unchanged, except as provided below.

Article IA. Scope and Coverage

1. Modify Section (g) (contracting and subcontracting) to provide that non-bargaining unit workers can be used to perform any and all work at closed operations.
2. The obligation in the current 2011 Coal Wage Agreement which states "...operations covered by this Agreement shall not be sold, conveyed, or otherwise transferred or assigned to any successor without first securing the agreement of the successor to assume the Employer's obligations under this Agreement" is included as part of this Proposal. It is not the intent of this 1113 Proposal to eliminate successorship from these Gateway Eagle Coal Company contracts.

Article III. Health and Safety

1. Modify Section (m) (safety equipment and protective clothing allowance) of the Gateway Eagle Agreement to provide that the employer may provide uniforms in lieu of an annual \$290 clothing allowance.

Article IV. Wages and Hours

1. Eliminate all requirements for premium pay on Saturday, Sunday and holidays. Amend provision in this Article and elsewhere in the Agreement to conform to this change.
2. Modify current wage rates for the Gateway Eagle Mine, to the rates in effect on December 31, 2012 under the 2011 National Bituminous Coal Wage Agreement, as listed in Attachment 1. Modify Sugar Maple, Campbells Creek No. 10 ("CC10"), and Farley Eagle wage rates to conform with the rates in effect at those mines on December 31, 2012.
3. Subject to the provision in the current Gateway contracts that provides the Employer the right to unilaterally raise and lower hourly wage rates, provided rates are no lower than the negotiated rates listed in Attachment 1 to Tab C , modify this Article to provide that if hourly wage rate increases are provided to hourly employees of non-union subsidiaries of Patriot operating in Central Appalachia, and such increases raise the non-union hourly employee wage rate to a rate higher than the then current UMWA job classification hourly wage rate for similarly situated employees, then those UMWA represented employees will be provided a wage rate increase that will make them equal with the similarly situated

non-union hourly employees. The intent of this proposal is to ensure that future increases to non-union hourly employees will not result in similarly situated UMWA represented employees having a lower hourly wage rate than the non-union employees

4. Section (c) authorizes the employer to introduce alternate work schedules only if agreed to by the local union. Revise to provide that the employer may, with seven (7) days notice, implement an alternative work schedule for the entire operation, a particular wage classification or individual employees. Absent seven (7) day notice, the current schedule at the operation will remain in place. Delete the requirement that local union must agree before the employer may implement an alternate work schedule.

Article VI. Shifts and Shift Differentials

1. Delete this Article, which requires Gateway Eagle mine Employees working on the afternoon shift be paid an extra \$0.40 per hour, and that Employees on the midnight shift be paid an extra \$0.50 per hour, and that Employees at the other Gateway mines be paid \$0.50 and \$0.60 in shift differentials.

Article VIII. Starting Time

1. Modify Section (a) to permit management to establish staggered starting times.
2. Clarify that Section (e) permits management to change any and all crews at the location where work is being performed.

Article IX. Allowances

1. Modify Section (e), which currently provides for five (5) personal or sick days per year at Gateway Eagle mine, and six (6) personal or sick days per year at the other Gateway mines, to provide for three (3) personal or sick days per year. Current language in the Gateway Eagle Mine Agreement that permits an employee to carry over personal or sick days into the next calendar year will be discontinued; days not used will be paid after the end of the year.

Article X. Wage Increase

1. Establish wage rates at all Gateway Eagle Coal Company mines, including the Gateway Eagle mine, that conform to the wage rates in effect on December 31, 2012 under the 2011 National Bituminous Coal Wage Agreement
2. Eliminate Gateway Eagle mine wage reopener in 2013 to set wages for 2014-2016.
3. Provide a \$0.50 per hour wage increase to employees of the Gateway Eagle mine effective on each of the following dates: January 1, 2015, January 1, 2016, January 1, 2017, and January 1, 2018.
4. Eliminate the Farley Eagle, Sugar Maple, and CC10 \$1.00 per hour wage increase scheduled for January 1, 2013 and eliminate the Farley Eagle, Sugar Maple and CC10 \$1.00 per hour wage increase scheduled for January 1, 2014

5. Decrease the Farley Eagle, Sugar Maple, and CC10 \$1.00 per hour wage increase scheduled for January 1, 2015 to \$0.50 per hour, and decrease the Farley Eagle, Sugar Maple, and CC10 \$1.00 per hour wage increase scheduled for January 1, 2016 to \$0.50 per hour.
6. Provide a \$0.50 per hour wage increase to employees of Farley Eagle, Sugar Maple, and CC10 on January 1, 2017, and provide a \$0.50 per hour wage increase to employees of Farley Eagle, Sugar Maple, and CC10 on January 1, 2018.

Article XII. Holidays

1. Modify Section (a) to provide for eight (8) holidays instead of the eleven (11) that are currently provided by eliminating the April 1, Veteran's Day and Employee's Birthday holidays.
2. Modify Sections (b) and (c) to provide that scheduled work on Saturday before a holiday is mandatory.
3. Modify Section (d) to provide that the employee shall be paid at his regular hourly rate, not triple time, for all hours worked if he or she works on a holiday. He or she will also receive Holiday Pay, if eligible.
4. Clarify Section (e) to provide that employee shall receive eight (8) hours pay at the regular straight time rate as Holiday Pay, provide the employee was not absent, unexcused, on the last scheduled shift prior to and the first scheduled shift following the holiday.

Article XIII. Regular Vacation

1. This Article provides for twelve (12) days of paid regular vacation. Modify to provide for ten (10) days of regular vacation per year with ten (10) days pay, earned on a pro rata basis from January 1 through December 31. Regular vacation days continue to be used during vacation shut down periods as provided in the Gateway contracts.
2. The Agreements currently provide for four (4) floating vacation days. Modify to provide for two (2) floating vacation days.

Article XIV. Graduated Vacation

1. Revise Section (a), which currently provides Employees with at least five (5) years of employment with the Employer additional (graduated) days of vacation on a sliding scale of 1 to 14 days, to establish that after five (5) years of continuous employment with the Employer each Employee shall be entitled to five (5) graduated vacation days. Additional years of service will not result in additional graduated vacation days. If an Employee's hire date is before July 1, the Employee will receive five (5) graduated vacation days at the beginning of the year in which the fifth anniversary of employment begins. If hire date is after June 30, the Employee will receive five (5) graduated vacation days at the beginning of the year which follows the fifth anniversary of employment. Days not used will be paid after the end of the year.

Article XIX. Health and Other Benefits

1. Modify Section (b) to amend the current health benefit plan as set forth in Attachment 2. Among other things, the revised plan will provide for:
 - (i) 90/10 coverage (same coverage as the health care plan to be provided for Patriot's subsidiaries' salaried and non-union hourly employees), and
 - (ii) a monthly pre-tax employee contributions toward the cost of health care, and
 - (iii) non-coverage of spouses who do not enroll in available health care plans provided by their employer, and
 - (iv) coordination of benefits for covered spouses who do enroll in available health care coverage provided by their employer, and
 - (v) monthly premium reductions for employees with covered spouses who enroll in available health care coverage provided by their employer
2. Modify and amend the current health benefit plan to specify employer-provided coverage will continue for 60 calendar days after the date of an employee's lay off, rather than balance of the month plus twelve months of continuing coverage.
3. Modify Section (c) 401(k) plan in all Gateway Agreements to eliminate per hour contributions into the 401(k) plan, and require that the Employer make a contribution into each working miner's personal account in a company sponsored 401(k) plan, or, in the alternative, make such contributions to the UMWA Cash Deferred Savings Plan. The contribution shall be 6% of each dollar earned in wages for hours actually worked

Miscellaneous

1. Modify Section (i) Attendance Control Program in Article XXII of the Gateway Eagle Agreement and Article XX of the other Agreements to provide that two unexcused absences in 30 calendar days, or three unexcused absences in 180 calendar days or 4 unexcused in 360 calendar days is just cause for discharge.
2. Delete the Memorial Periods provision in Article XXII of the Gateway Eagle Agreement and Article XX of the other Gateway Agreements, which grants the Union a right to effectively shut down operations for up to ten (10) days during the term of the Agreement.
3. Modify Section (h) Finality of Settlements in Article XXIII of the Gateway Eagle Mine Agreement and Article XXI of the other Agreements to provide that the provisions of this Agreement supersede any settlements, arbitration decisions or other agreements that are in any manner inconsistent with or in conflict with the concepts, intentions and changes of this Agreement.
4. Clarify Section (b) Prior Practice and Custom in Article XXVI of the Gateway Eagle Mine Agreement and Article XXIV of the other Agreements to provide that this Agreement supersedes any prior practice or custom or local or district agreement that is in any manner inconsistent with or in conflict with the concepts, intentions and changes of this Agreement.
5. Make the termination date of the Agreement December 31, 2018.

Other

1. Modify all contract language as necessary and appropriate to be consistent with the concepts, intentions and changes set forth herein.
2. All unresolved grievances that assert violation of contractual provisions made void, modified or eliminated are withdrawn.
3. No grievances may be filed that claim violation of contractual provisions made void, modified or eliminated by this proposal.

**ATTACHMENT 1
TO TAB C**

Wage Rates

Reduce Underground at Deep Mine Standard Hourly Wage Rates at all Gateway Eagle Coal Company Mines, including the Gateway Eagle mine, to conform Standard Hourly Wage Rates in effect on December 31, 2012 under the 2011 National Bituminous Coal Wage Agreement.

| | | Proposed Gateway Eagle Coal Company Standard Hourly Wage Rate* |
|---------------|--|--|
| Grade 5 | | \$26.415 |
| Grade 4 | | \$26.010 |
| Grade 3 | | \$25.643 |
| Grade 2 | | \$25.420 |
| Grade 1 | | \$25.348 |
| Training Rate | | \$24.774 |

** Proposed Gateway Eagle Standard Hourly Wage Rates are the same as the December 31, 2012 NBCWA Standard Hourly Wage Rates*

**ATTACHMENT 2
TO TAB C**

Healthcare Benefits for Active Employees

Health Care Plans under the 2011 and 2012 Gateway Agreements are modified to provide as follows:

- 1) Health benefits for employees at the signatory mines will be in accordance with the plan design summarized on Exhibit A of this Attachment which shows a comparison of the existing plan design to the modified plan design.
- 2) Employees will be responsible for paying a portion of the cost of health care in the form of monthly premiums equal to 10% of the predicted average cost of health care under the plan. Separate premiums will be developed for the following coverage classifications: Employee Only; Employee + One; Employee + Family. Such premium amounts will be withheld through direct pre-tax payroll deductions. The premiums will be determined through actuarial analysis and will be subject to change annually, increasing or decreasing, depending upon the actual plan experience as compared to the prior year's actuarial projections. The premiums for 2013 are as follows:

| | |
|-------------------------|----------|
| i) Employee Only: | \$68.58 |
| ii) Employee + Spouse: | \$140.48 |
| iii) Employee + Family: | \$213.00 |

Employees with covered spouses who are enrolled in a medical insurance plan provided by their employer will receive a \$50 per month premium discount

Working spouses who do not enroll in a medical insurance plan available to them from their employer are not covered under this health care plan.

The employer will provide a prescription drug benefit that includes availability to a large and sufficient enough range of medications to allow health care practitioners to prescribe appropriate medical treatment

- 3) The Employer reserves the exclusive right to change or modify its health plan as follows:
 - a) To adopt, change or modify managed care programs and/or cost containment programs that do not impose material additional costs or benefit reductions on plan participants, provided participants are provided thirty (30) days advance notice of such changes
 - b) To change carriers or plan administrators or otherwise make changes to plan administration that do not impose material additional costs or benefit reductions on plan participants without prior notice

- c) To require participants to enroll in or otherwise receive benefits from plans or programs currently available or that may become available during the term of this Agreement from the government or other public sources, provided participants are provided thirty (30) days advance notice of such changes
 - d) To amend or modify the level of benefits provided by the Plan, and/or to increase the cost participants are required to pay to receive benefits from the Plan on each anniversary date of the Agreement, if the per-beneficiary cost to the Employer of providing benefits under the Plan exceeds five (5) percent of the per-beneficiary cost to provide benefits under the Plan as of the effective date of the Agreement, provided however, that such changes shall not be greater than reasonably required to maintain the cost to the Employer at the per-beneficiary cost as of the effective date of the Agreement.
- 4) At least thirty (30) days prior to implementing changes to the Plan pursuant to paragraph 3(d) the Employer shall meet with representatives of the Union to review the Plan's experience, to share claims and cost data, and to discuss the changes proposed by the Employer. The Employer shall consider any proposals and recommendations offered by the Union to attain the cost reductions necessary to maintain the per-beneficiary cost at the level in effect on the effective date of the Agreement. After considering such proposals and recommendations, the Employer may, at its sole discretion, implement such changes as it deems necessary to maintain the per-beneficiary cost to the Employer of providing benefits under the Plan at the level in effect on the effective date of the Agreement.
- 5) If local, state or federal Government, or any governmental agency, implements any program or law or regulation which makes available to any or all of the Employees of the Company any service, procedure or benefit (including health care coverage under Nation Health Care Reform Exchanges) that is also covered or provided under this health care plan, or any amended health care plan, then such Employee or beneficiaries or dependents may be required by the company to obtain such service, procedure or benefit from the government or agency and not from the Company, provided that the any additional cost incurred by the Employee as a result of the difference in cost charged for service or procedure or benefit itself (relative to the cost under this Plan) is reimbursed to Employee by the company. Prior to any such requirement, the Employer and the UMWA agree to meet and discuss implementation of any such requirement.
- 6) Active represented employees will not be eligible for any type of employer provided retiree health care program.
- 7) Should a dispute arise during the term of this Agreement concerning the interpretation or implementation of this Reservation of Rights clause, or any Employer action taken pursuant to this clause, such dispute shall be resolved by the U. S. District Court for the Eastern District of Virginia, and shall not be subject to arbitration or any dispute resolution process under the Agreement or the Plan.

Exhibit A

| Medical Plan Design Summary | | |
|--|--|---|
| | Current UMWA Represented Active Employee Plan Design | Proposed UMWA Represented Active Employee Plan Design |
| Coinsurance | | |
| In-Network | 0% | 10% |
| Out-of-Network | 10% | 30% |
| Deductible | | |
| Individual In Network | \$0 | \$250 |
| Family In Network | \$0 | \$250 per person |
| Individual Out of Network | \$0 | \$250 |
| Family Out of Network | \$0 | \$250 per person |
| Co-Pay | | |
| Primary Care Physician In Network | \$12 | \$20 |
| Specialist In Network | \$12 | \$35 |
| Primary Care Physician Out of Network | \$20 | \$20 |
| Specialist Out of Network | \$20 | \$50 |
| Inpatient/Outpatient Services | | |
| In-Network | 0% | 10% |
| Out-of-Network | 10% | 30% |
| Maximum Out-of-Pocket | | |
| Individual In Network | \$240 | \$2,000 |
| Family In Network | \$240 | \$4,000 |
| Individual Out of Network | \$1,600 | \$2,000 |
| Family Out of Network | \$1,600 | \$4,000 |
| Other | | |
| Hospital Pre-Cert Penalty | \$300 | \$0 |
| Hearing Care | One hearing aid per ear every 2 years if Medically Necessary | In-Network - 80% after deductible satisfied - 1 hearing aid per ear every 2 years |
| Prescription Drugs Retail (30 Day Supply) | | |
| Generic | Employee Co-Pay \$5 | Employee Co-Pay \$5.00 |
| Preferred Brand | \$5 | 30% (\$25, \$50) |
| Non-preferred Brand | \$5 | 50% (\$75, \$200) |
| Prescription Drugs Mail (90 Day Supply) | | |
| Generic | Employee Co-Pay Free | Employee Co-Pay \$10.00 |
| Preferred Brand | Free | 30% (\$50, \$100) |
| Non-preferred Brand | Free | 50% (\$150, \$400) |

TAB D

PROPOSED CHANGES TO COAL WAGE AGREEMENTS
BETWEEN THE
UNITED MINE WORKERS OF AMERICA
AND
Colony Bay Coal Company
Mountain View Coal Company, LLC
Pine Ridge Coal Company, LLC
Rivers Edge Mining, Inc.

These companies have no employees. Accordingly, we propose that these coal wage agreements be terminated and that any pending or unsettled grievance is withdrawn and no future grievance may be filed that claims violation of a contractual provision that existed under these coal wage agreements.

To the extent any of these companies are subject to post-termination obligations, including, but not limited to, continuing health care obligations for laid off or retired employees, we propose those obligations be subject to the same modifications as set forth in the proposals under Tab A.

THIRD SECTION 1114 PROPOSAL

February 19, 2013

As you know, on July 9, 2012, Patriot Coal Corporation and substantially all of its subsidiaries (collectively, “Patriot” or the “Debtors”) each filed a petition under Chapter 11 of the Bankruptcy Code. Patriot took this step only after exhausting all other available options to increase efficiency, reduce costs, and seek additional sources of financing in response to the drop in coal demand and prices, increasingly adverse regulatory compliance requirements, and unsustainable wage, benefit, and retiree healthcare costs. Reorganization under Chapter 11, if successful, will allow us to avoid liquidation and maintain jobs and benefits for our thousands of employees and their families, as well as provide meaningful contributions toward the healthcare costs of retirees and their dependents. If implemented, the proposed modifications below, in combination with other restructuring initiatives, will give us the opportunity to successfully reorganize and emerge from bankruptcy.

On November 15, 2012, Patriot delivered a proposal pursuant to section 1114 of the Bankruptcy Code to the UMWA (the “Original Proposal”). Following delivery of the Original Proposal, Patriot and the UMWA engaged in negotiations and on January 17, 2013, Patriot amended the Original Proposal (the “Second Proposal”) to respond to certain of the UMWA’s concerns. Since then, Patriot and the UMWA have continued to negotiate, and Patriot has prepared the following third proposal (the “Third Proposal”) in an attempt to reach a compromise. Under the Third Proposal, and as set out in detail below, Patriot intends to continue providing healthcare coverage for Coal Act retirees, and in addition would contribute \$15 million to a trust, structured as a VEBA, to fund healthcare coverage for non-Coal Act retirees. The VEBA would also be funded by additional sources described below, including the prompt monetization of an unsecured claim granted to the UMWA that would be designed to yield a substantial contribution to the VEBA within 90 days. The VEBA would provide meaningful, long-term healthcare coverage for retirees and their families, while Patriot’s retiree healthcare obligations would be restructured to a level the Company can afford. If market conditions improve in the future, the VEBA would benefit further from significant profit-sharing contributions.

Unfortunately, Patriot simply does not have the financial resources to support its current benefit levels and will not survive without substantial changes across its cost structure. While we very much regret that these changes are necessary, we hope and trust that the UMWA will work with us on a collaborative basis to achieve a successful reorganization. Failure to reorganize will almost surely lead to a devastating loss of jobs and healthcare coverage for more than 21,000 active workers, retirees and their dependents.

PROPOSED MODIFICATIONS

This Section 1114 Proposal is submitted by those Debtors listed on *Exhibit 1* (hereinafter, the “Obligor Companies”) with responsibility for providing healthcare benefit programs to non-Coal Act UMWA represented retirees and their eligible dependents, including surviving spouses (collectively, “UMWA Retirees”) pursuant to the Welfare Benefit Plans For UMWA.

Represented Employees Of Certain Patriot Subsidiaries Pursuant to Me Too Labor Agreements (the "NBCWA Plan").

1. As a threshold matter, Patriot's applicable subsidiaries currently expect to honor their obligations with respect to Coal Act retirees and beneficiaries. In 2012 alone, these subsidiaries spent approximately \$14 million for healthcare for this group of retirees.
2. The NBCWA Plan shall be amended effective July 1, 2013 (the "Plan Transition Date") to delete the existing provisions related to health benefit programs for the UMWA Retirees and to replace such provisions with language reflecting the transition of healthcare coverage for the UMWA Retirees as set forth below. The Obligor Companies will continue to honor valid healthcare charges for UMWA Retirees for services and treatment provided prior to the Plan Transition Date in accordance with their terms ("Unreported Charges"). It is estimated that the Obligor Companies' cash spend for Unreported Charges will exceed \$16 million dollars.
3. Effective as of the Plan Transition Date, a "UMWA Retiree Healthcare Trust" (the "Trust") would be created. The Trust would be structured as a voluntary employees' beneficiary association ("VEBA"). The Trust would be established and administered by the UMWA Funds, and all decisions regarding the use of the funds in the VEBA as well as eligibility, administration, participation, program designs and benefit levels would be made by the UMWA Funds. If the UMWA Funds will not or cannot as a matter of law serve as the administrator of the Trust, the UMWA would perform this function. The Debtors shall not be responsible for administration of the Trust or any costs, claims, decisions, actions or omissions related thereto. The Debtors will cooperate with the administrator of the Trust to facilitate the transition of retiree healthcare to the VEBA.
4. On the Plan Transition Date and subject to Court approval, the Obligor Companies would contribute a total of \$15 million in cash to the Trust to provide initial funding to the VEBA (the "Initial Funding Contribution"). The Trust would be the exclusive vehicle to fund all healthcare costs incurred by UMWA Retirees on or after the Plan Transition Date. Except for the Initial Funding Contribution and any Profit Sharing Contributions payable as provided in paragraph 8 below, or as otherwise specifically provided in paragraph 2 with respect to Unreported Charges, the Debtors shall have no liabilities with respect to the UMWA Retirees and/or the Trust, including, but not limited to, liabilities associated with the Peabody-Assumed Group (as defined below).
5. An additional source of funding for the Trust would include a future distribution in the form of an allowed unsecured claim against Patriot's estate in an amount to be calculated and negotiated, which could potentially take the form of equity in an emerging enterprise pursuant to a court-approved plan of reorganization. VEBA trusts have been used successfully in a number of prior reorganizations, with unions choosing to monetize their equity stakes to provide a significant and secure source of funds to pay for future retiree health benefits. Patriot understands that the UMWA wishes to procure additional funding for the VEBA as quickly as possible. Accordingly, Patriot proposes the following framework for achieving this goal.

- a. Patriot agrees to cooperate with the UMWA to pursue monetization opportunities for the UMWA's unsecured claim so that a substantial cash contribution can be made to the VEBA within 90 days of the execution of an agreement between Patriot and the UMWA to resolve the 1113/1114 proceeding (the "Agreement").
 - b. Such monetization opportunities might consist of a variety of forms, ranging from the sale of the entire claim, the sale of part of the claim or an interim borrowing against the claim followed by a subsequent sale.
 - c. Patriot and its advisors will assist the UMWA in a monetization process. Patriot is aware of at least one prior bankruptcy case in which a union's claim was monetized in a three-way transaction with a group of buyers, with the debtor effectively acting as middleman and selling the union's claim to a third party prior to emergence. In that case, the debtor then remitted the proceeds of the sale to the union for distribution to its members. Patriot would be willing to serve in an analogous role here as well as provide diligence and other information to prospective claims purchasers. If the UMWA were to determine that a partial sale of its claim was the best alternative for its members, the company would be open to granting the UMWA registration rights (subject to Patriot being a public company following emergence) in order to facilitate the later monetization of the UMWA's remaining equityholdings after such partial sale.
 - d. Assuming the parties are able to reach a consensual agreement that resolves the 1113/1114 proceeding, the following is the timetable for completion of this process. Following execution of the Agreement, the company and the UMWA would work in good faith to resolve the amount and proposed treatment of the UMWA's unsecured claim within 30 days, including the extent to which in the context of a consensual agreement such claim should reflect the company's proposed modifications pursuant to section 1113. If the parties are unable to reach agreement with respect to the amount and/or proposed treatment of the UMWA's unsecured claim within that time, the parties may extend the timetable by mutual agreement or, at either party's election, return to the Bankruptcy Court to continue the 1113/1114 proceeding, in which case the Agreement would be null and void. Following agreement on the amount and proposed treatment of the UMWA's unsecured claim, Patriot anticipates that the sales process, in any of the forms noted above, could be concluded within 60 days. To summarize, if the company and the UMWA execute an Agreement by March 1, 2013, Patriot believes that the UMWA's unsecured claim can be monetized and a substantial contribution to the VEBA can be made as soon as June 1, 2013.
6. Patriot recognizes that Peabody Holding Company, LLC ("Peabody") may take the position that implementation of the 1114 Proposal would relieve Peabody of its obligations (or reduce such obligations) to pay for the healthcare of those UMWA Retirees whose healthcare liabilities Peabody assumed in connection with Patriot's spin-

off (the “Peabody-Assumed Group”). To prevent Peabody from evading its obligations to these retirees and benefiting from Patriot’s bankruptcy, Patriot will seek a judicial determination (the “Judicial Determination”) that the obligations of Peabody with respect to the Peabody-Assumed Group would not be relieved or reduced in the event that benefits are reduced pursuant to the 1114 process for any of the Obligor Companies. Patriot will seek the Judicial Determination at the same time it presents to the Bankruptcy Court either a consensual resolution of the 1114 process or an application for rejection pursuant to section 1114 (the “1114 Application”). Since the Obligor Companies cannot afford to pay for the healthcare of the Peabody-Assumed Group if Peabody’s obligations are relieved or reduced, the 1114 Proposal shall apply to all non-Coal Act retirees of the Obligor Companies, including the Peabody-Assumed Group, unless the Bankruptcy Court rules in Patriot’s favor on the Judicial Determination prior to ruling on the 1114 Application, in which case the 1114 Proposal shall not apply to the Peabody-Assumed Group, except that in either case responsibility for the administration of healthcare benefits to the Peabody-Assumed Group would be transferred to the VEBA. If the Bankruptcy Court rules in Patriot’s favor on the Judicial Determination, the contributions Peabody makes with respect to the Peabody-Assumed Group would be made directly to the Trust. The Trust would decide how to allocate funds, if any, received from Peabody. For the avoidance of doubt, this Proposal is not conditioned on Peabody’s consent or to any commitment by Peabody to continue to provide funding with respect to the Peabody-Assumed Group or otherwise.

7. We also believe additional steps can be taken by the UMWA to achieve substantial savings that will assist the UMWA Funds in managing the finances of the Trust. These steps include the following:
 - a. Restructure existing benefit plan designs to align more closely with healthcare coverage offered by many U. S. companies. While we recognize many in this group have become accustomed to the level of benefits they currently receive, the existing plan provides an unsustainable high-cost level of coverage that does not promote the efficient and reasonable use of healthcare benefits. To that point, the NBCWA Plan is projected to qualify as a “Cadillac Plan” under the Patient Protection and Affordable Care Act (“PPACA”), which would be subject to federal government excise taxes beginning in 2018. Institution of mainstream cost containment solutions similar to those we unsuccessfully attempted to introduce in prior discussions with the UMWA and those contained in the PPACA, will help achieve necessary and reasonable savings while still providing a very good healthcare benefit.
 - b. Utilization of the UMWA Funds’ buying power to obtain greater healthcare cost discounts. As you are aware, we previously explored opportunities to have the Funds administer the UMWA retiree healthcare benefits for the Obligor Companies’ UMWA retirees, which were projected to generate annual savings of \$12-15 million. Unfortunately, those cooperative efforts between the UMWA and

the Obligor Companies were rejected by one of the settlors, the Bituminous Coal Operators' Association.

- c. Medicare eligible UMWA Retirees are eligible for cost efficient programs, such as Medicare Advantage, that exist to supplement the benefits these individuals are eligible to receive through government sponsored healthcare programs.
 - d. Effective January 1, 2014, as a result of PPACA, there will be a host of additional healthcare options available for Pre-Medicare UMWA Retirees, including healthcare exchanges that are expected to enable the Trust to provide high quality healthcare benefits at lower costs.
8. The Obligor Companies would agree to create a profit sharing mechanism as an additional funding source for the VEBA. Under this arrangement, the Obligor Companies would agree to contribute to the VEBA an amount equal to 15% of net income earned by Patriot above \$75 million in each of 2014 and 2015 and an amount equal to 15% of net income earned by Patriot above \$150 million in 2016 and subsequent years (hereinafter, "Profit Sharing Contributions"). Any such contribution would not exceed \$75 million annually – the approximate amount of the current annual liability of the Obligor Companies with respect to non-Coal Act retiree healthcare – and the total of all such Profit Sharing Contributions would be capped at \$300 million in the aggregate. In addition, any such payment by the Obligor Companies would only be due and payable if Patriot's liquidity exceeds the greater of \$125 million or 125% of its then applicable minimum liquidity requirements in its debt covenants (after taking the amount of any such payment into account). For purposes of this computation, net income would exclude any non-cash, non-recurring, or extraordinary gains. Any Profit Sharing Contributions made with respect to a calendar year shall be calculated and paid to the VEBA within 120 days following the end of such calendar year.
 9. Any and all disputes concerning the UMWA Retirees and/or the Trust, including, but not limited to, the establishment, meaning, interpretation and application of the Trust and related agreements shall be decided by the Bankruptcy Court so long as the Bankruptcy Court maintains jurisdiction over such matters. In the event a dispute arises after the Debtors emerge from Chapter 11, and the Bankruptcy Court no longer retains jurisdiction over the dispute, the United States District Court for the Eastern District of Missouri shall be the sole and exclusive jurisdiction for the filing of any such matter. All disputes concerning administration of the UMWA Retiree Healthcare Trust, including, but not limited to, issues of eligibility, plan design, benefit levels, coverage, payment or denial of benefits, and rules and requirements established by the Trustees or the Plan Administrator regarding any aspect of the Trust's operation shall be resolved in accordance with the resolution of disputes process established by the trustees of the Trust.
 10. In response to the UMWA's proposal for the establishment of a litigation trust, while it is premature to determine whether a litigation trust mechanism is necessary or appropriate to pursue estate causes of action, the Debtors will accept the economic terms set forth in

the UMWA's proposal as to the distribution of any recoveries on account of any such claims against Peabody Energy Corporation, Arch Coal, Inc. or other third-parties in connection with either the 2007 spin-off transaction or the 2008 purchase of Magnum Coal Co. (including Magnum Coal Co.'s earlier acquisition of assets from Arch Coal, Inc. in 2005), subject to the terms below. Specifically, the Debtors agree that any recoveries from and after the effective date of a confirmed plan of reorganization on account of such estate causes of action would be distributed as follows: 20% to Reorganized Patriot; and 80% to unsecured creditors, until such creditors receive 100% recovery on account of their allowed claims, with any net residual proceeds after unsecured creditors have been paid 100% to be distributed to Reorganized Patriot. The Debtors likewise agree that any such estate recoveries are without prejudice to any non-estate causes of action the UMWA or the UMWA Funds may have against any third-parties, provided that, with respect to any such non-estate causes of action, any recoveries by the UMWA or the UMWA Funds on account of the same injury alleged in an estate cause of action shall be offset on a dollar for dollar basis with respect to the entitlement of the UMWA or UMWA Funds to an unsecured claim with respect to such injury. For the avoidance of doubt, the Debtors do not agree that creditor recoveries would include payment of post-petition interest or that the UMWA would receive a disproportionate recovery on account of any estate claims involving the obligation to provide UMWA retiree healthcare.

EXHIBIT 1

List all Obligor Companies

Apogee Coal Company, LLC

Colony Bay Coal Company

Dakota LLC

Eastern Associated Coal, LLC

Heritage Coal Company, LLC

Highland Mining Company, LLC

Hobet Mining, LLC

Martinka Coal Company, LLC

Mountain View Coal Company, LLC

Pine Ridge Coal Company, LLC

Rivers Edge Mining, Inc.

Yankeetown Dock, LLC

EXHIBIT 3

**Patriot's Revised Proposal dated January 17, 2013 in Response to
UMWA Counterproposal dated January 8, 2013**

On November 15, 2012, Patriot delivered to the UMWA proposals pursuant to Section 1113 and Section 1114 (the "Initial Proposals") on behalf of the Obligor Companies. On January 8, 2013, the UMWA delivered a counterproposal (the "UMWA Counterproposal") to the Debtors. The Debtors have carefully reviewed the UMWA Counterproposal and offer the following amendments to the Initial Proposals in response to the UMWA Counterproposal.

I. Amendments to 1113 Proposal

- a. In addition to the modifications set forth in Tabs A, B and C of the 1113 Proposal, Article IA, Section (f) would be modified as follows:
 - i. As part of the consideration for this Agreement, the Employer agrees that this Agreement will be applied to any mine or coal producing facility operated by the Employer upon the UMWA's recognition, certification, or otherwise properly obtained bargaining rights, and the Union agrees that this Agreement will be offered to any Article II - B. Lessee-Licensee of the Employer upon the UMWA's recognition, certification, or otherwise properly obtained bargaining rights.
 - ii. Notwithstanding the foregoing, the terms of this Agreement shall be applied without evidence of the Union's representation of the Employees involved to any relocation of an operation already covered by the terms of this Agreement.
- b. The Obligor Companies¹ withdraw the proposal to delete Article II, Job Opportunity and Benefit Security, in its entirety. Instead, the Obligor Companies would delete all sections of Article II but preserve the sections entitled "A. Non-Signatory Operations of the Signatory Employer," "B. Lessee-Licensee" and "D-2. Exhaustion of Employer Panel,"² subject to the following amendments:
 - i. Modify A, Paragraph 2 to provide that selection of the 3 out of 5 Employees to receive job offers shall be based on demonstrated ability to perform the work of the job at the time it is awarded (including possession of required certifications and required training), and satisfaction of such other hiring

¹ The amendments set forth in this sub-section (b) are applicable to each Obligor Company except for Gateway Eagle Coal Company LLC ("Gateway") because Article II does not appear in the Gateway collective bargaining agreement.

² Section D-2 would be re-designated as Section C.

standards, qualifications, and tests as the Employer applies uniformly in its normal staffing practices. Seniority shall be considered, but need not be the determining factor in the Employer's decision to offer employment to any classified laid-off Employee on the Employer's panels of the Employer's operations covered by this Agreement.

- ii. Modify A, Paragraph 6, to provide that any disputes that arise under this Section shall be resolved through the normal UMWA grievance procedure, as set forth elsewhere in the 1113 Proposal.
- iii. Modify B, Paragraph 2 to provide that Leasing, subleasing, or licensing out of such lands or operations shall be permitted where the lessee-licensee agrees in writing that 3 of every 5 offers of employment by such lessee-licensee shall first be made to the Employer's classified laid-off Employees on the Employer's panels of the Employer's operations covered by this Agreement, if such employment at the leased, subleased or licensed out location is for job of the nature covered by the Agreement.
- iv. Modify B, Paragraph 3 to include that selection of the 3 out of 5 Employees to receive job offers may be based on demonstrated ability to perform the work of the job at the time it is awarded (including possession of required certifications and required training), and satisfaction of such other hiring standards, qualifications, and tests as the Employer applies uniformly in its normal staffing practices. Seniority shall be considered, but need not be the determining factor in the Lessee-Licensee's decision to offer employment to any classified laid-off Employee on the Employer's panels of the Employer's operations covered by this Agreement.
- v. Modify B, Paragraph 5 to provide that any disputes that arise under this Article shall be resolved through the normal UMWA grievance procedure, as set forth elsewhere in the 1113 Proposal.

II. Amendments to 1114 Proposal

- a. The Plan Transition Date would be changed from April 1, 2013 to June 1, 2013 to provide additional lead time for the Trust to be established and administered.
- b. The Initial Funding Contributions to be provided by the Obligor Companies would be increased from \$10 million to \$15 million. In

addition, the Initial Funding Contributions would be made in a lump sum on the Plan Transition Date (instead of installments pursuant to Exhibit 2 to the Initial 1114 Proposal).

- c. The Profit Sharing Contributions to be provided by the Obligor Companies would be (1) increased from an amount equal to 10% of net income earned by Patriot above \$75 million in 2015, to an amount equal to 15% of net income above \$75 million in both 2014 and 2015; and (2) increased from an amount equal to 10% of net income earned by Patriot above \$150 million in 2016 and subsequent years; to an amount equal to 15% of net income above \$150 million in 2016 and subsequent years. In addition, the annual cap with respect to such contributions would be increased from \$20 million to \$40 million. All other terms of the 1114 Proposal with respect to the Profit Sharing Contributions would remain the same.
- d. In response to the UMWA's proposal for the establishment of a litigation trust (see UMWA Counterproposal, IV.F), while it is premature to determine whether a litigation trust mechanism is necessary or appropriate to pursue estate causes of action, the Debtors will accept the economic terms set forth in the UMWA's Counterproposal as to the distribution of any recoveries on account of any such claims against Peabody Energy Corporation, Arch Coal, Inc. or other third-parties in connection with either the 2007 spin-off transaction or the 2008 purchase of Magnum Coal Co. (including Magnum Coal Co.'s earlier acquisition of assets from Arch Coal, Inc. in 2005), subject to the terms below. Specifically, the Debtors agree that any recoveries from and after the effective date of a confirmed plan of reorganization on account of such estate causes of action would be distributed as follows: 20% to Reorganized Patriot; and 80% to unsecured creditors, until such creditors receive 100% recovery on account of their allowed claims, with any net residual proceeds after unsecured creditors have been paid 100% to be distributed to Reorganized Patriot. The Debtors likewise agree that any such estate recoveries are without prejudice to any non-estate causes of action the UMWA or the UMWA Funds may have against any third-parties, provided that, with respect to any such non-estate causes of action, any recoveries by the UMWA or the UMWA Funds on account of the same injury alleged in an estate cause of action shall be offset on a dollar for dollar basis with respect to the entitlement of the UMWA or UMWA Funds to an unsecured claim with respect to such injury. For the avoidance of doubt, the Debtors do not agree that creditor recoveries would include payment of post-petition interest or that the UMWA would receive a disproportionate recovery on account of any estate claims involving the obligation to provide UMWA retiree healthcare.

EXHIBIT 4

SECTION 1113 PROPOSAL

NOVEMBER 15, 2012

CONTENTS

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|--------------|--|
| TAB A | HERITAGE COAL COMPANY, LLC EASTERN ASSOCIATED COAL, LLC APOGEE COAL COMPANY, LLC HOBET MINING, LLC |
| TAB B | HIGHLAND MINING COMPANY, LLC |
| TAB C | GATEWAY EAGLE COAL COMPANY, LLC <ul style="list-style-type: none">• Gateway Eagle Mine• Farley Eagle Mine• Campbells Creek No. 10 Mine• Sugar Maple Mine |
| TAB D | COLONY BAY COAL COMPANY MOUNTAIN VIEW COAL COMPANY, LLC PINE RIDGE COAL COMPANY, LLC RIVERS EDGE MINING, INC. |

TAB A

PROPOSED CHANGES TO LABOR AGREEMENTS*
BETWEEN THE
UNITED MINE WORKERS OF AMERICA
AND
HERITAGE COAL COMPANY, LLC
EASTERN ASSOCIATED COAL, LLC
APOGEE COAL COMPANY, LLC
HOBET MINING, LLC

* Subject to certain Memoranda of Understanding, each of these companies is signatory to a “me-too” agreement which adopts the provisions of the National Bituminous Coal Wage Agreement of 2011.

2011 COAL WAGE AGREEMENT PROPOSALS

Apogee Coal Company, LLC
Eastern Associated Coal, LLC
Heritage Coal Company, LLC
Hobet Mining, LLC

The provisions of each company's current Coal Wage Agreement would continue unchanged, except as provided below.

Article I. Enabling Clause

1. Modify to limit application of the contract to the geographic boundaries of the operation, as provided in the Gateway Agreements. Include a description of the boundaries of the mine and related reserves that are covered by the Agreement.

Article IA. Scope and Coverage

1. Modify Section (c), which limits supervisors from performing classified work, to provide that supervisors may perform work of a classified nature so long as it does not exceed one hour during a shift.
2. Modify Section (g) (contracting and subcontracting), which limits the use of virtually any contractors on the jobsite, to provide that non-bargaining unit workers can be used to (i) provide fill-ins for temporary vacancies, (ii) perform short term projects, (iii) perform repair and maintenance work, and (iv) perform any and all work at closed operations.
3. Modify Section (g) to also eliminate requirements that the employer must not have available equipment or regular Employees (including laid-off Employees) with necessary skills available to perform the work before non-bargaining unit workers may be utilized (i.e., eliminate any "Double Back" requirement).
4. Modify Section (i) (construction work) to clarify that all construction work can be contracted out, without regard to whether it may have been performed by classified Employees in the past.

Article II. Job Opportunity and Benefit Security

1. Delete this Article which is not included in the Gateway Agreements, which among other things, provides for (i) job rights at the signatory company's non-union operations and at signatory operations leased or licensed out to another company, and (ii) requires contributions to several industry-wide trust funds.

Article III. Health and Safety

1. Modify Section (m) (safety equipment and protective clothing allowance) to provide that the employer may provide uniforms in lieu of paying the annual clothing allowance required under the current Agreement.

Section 1113 Proposal
November 15, 2012

Article IV. Wages and Hours

1. Section (a) requires overtime be paid after 8 hours in a day, and in some cases after 7¼ hours. Section (e) requires double time rates for overtime on Saturday, and Sunday work and triple time rates for work on holidays. Modify this Article as necessary to provide that all overtime will be paid at time and one half, and only for hours actually worked beyond 40 hours during a week, including work beyond 40 hours in the week which occurs on Saturdays, Sundays and holidays (i.e., eliminate all references to premium pay). Amend all provisions of the Agreement to conform to this change.
2. Modify current wage rates as provided in Attachment 1, and provide the Company with the ability to increase (or subsequently decrease) hourly wage rates for any job classification during the term of the Agreement, provided that hourly wage rates may not be decreased below the base hourly wage rates established by the Agreement.
3. Section (c) authorizes the Employer to introduce alternate work schedules only if agreed to by the local union. Revise to provide that the employer may, with seven (7) days notice, implement an alternate work schedule for the entire operation, for a particular wage classification, or for individual employees. Absent seven (7) days notice, the current schedule at the operation will remain in place. Delete the requirement that the local union must agree before the employer may implement an alternate work schedule.

Article V. Helpers on Face Equipment in Underground Mines

1. Delete this Article, which mandates the assignment of a full time helper on continuous mining machines and roof bolters. Helpers are not required in the Gateway Agreements. Helpers will be assigned as needed, at management's discretion.

Article VI. Shifts and Shift Differentials

1. Delete this Article, which requires that Employees working on the afternoon shift be paid an extra \$0.50 per hour, and that Employees on the midnight shift be paid an extra \$0.60 per hour.

Article VIII. Starting Time

1. Section (b) requires the starting time be in accordance with prior practice and custom. Modify to permit management to implement staggered starting times if necessary.
2. Section (e) permits management to change crews at the face. Clarify to provide that any and all crews may be changed out at the location where work is being performed.

Article IX. Allowances

1. Modify Section (e), which currently provides for six (6) personal or sick days per year, to provide for three (3) personal or sick days per year. Personal or sick days not used will be paid out at the end of the year; the current language that permits an employee to carry personal or sick days into the next calendar year will be discontinued.

Section 1113 Proposal
November 15, 2012

Article X. Wage Increase

1. Eliminate the \$1.00 per hour wage increase scheduled for January 1, 2013 and eliminate the \$1.00 per hour wage increase scheduled for January 1, 2014. Reduce the currently scheduled wage increases effective on January 1, 2015 and January 1, 2016 from \$1.00 per hour to \$0.50 per hour. Provide \$0.50 per hour wage increase on January 1, 2017 and provide \$0.50 per hour wage increase on January 1, 2018

Article XII. Holidays

1. Modify Section (a) to provide for eight (8) holidays, instead of the eleven (11) that are currently provided by eliminating the April 1, Veteran's Day and Employee's Birthday holidays.
2. Modify Section (b) (Sunday Holidays) to provide that a holiday shall be observed on the calendar day it falls.
3. Modify Section (c) (Monday Holidays) to provide that scheduled work on Saturday prior to a Monday holiday is mandatory.
4. Modify Section (d) to provide that the employee shall be paid at his regular hourly rate, not triple time, for all hours worked if he or she works on a holiday. He or she will also receive Holiday Pay, if eligible.
5. Modify Section (e) to provide that all underground employees shall receive eight (8) hours pay at the regular straight time rate as Holiday Pay and that all outside employees shall receive seven and one-quarter (7 ¼) hours of pay at the regular straight time rate as Holiday Pay, provided the employee was not absent, unexcused, on the last scheduled shift prior to or the first scheduled shift after the holiday.
6. Modify Section (f) to eliminate the Employee's option to designate another day to take off if the holiday falls during a vacation period or on a day when he is not scheduled to work.

Article XIII. Regular Vacation

1. Modify Section (a) and Section (d) to eliminate the requirement for fourteen (14) consecutive days of regular vacation with twelve (12) days pay. Provide instead for ten (10) days of regular vacation per year with ten (10) days pay, earned on a pro rata basis from January 1 through December 21, and further provide that days must be used in coordination with vacation shut down periods as provided in the Gateway contracts.
2. Modify Sections (b) and (d) to provide for three vacation shut down periods: (1) week of July 4th; (2) week of Thanksgiving; and (3) week of Christmas as provided in the Gateway contracts.
3. Modify Section (e), which provides for four (4) floating vacation days, to provide for two (2) floating vacation days. Revise this Section to provide that days not used will be paid after the end of the year, and may not be carried over into a subsequent year.

Article XIV. Graduated Vacation

1. Revise Section (a), which currently provides Employees with at least five (5) years of employment with the Employer receive additional (graduated) days of vacation on a

Section 1113 Proposal
November 15, 2012

sliding scale of 1 to 14 days, to establish that after five (5) years of continuous employment with the Employer each Employee shall be entitled to five (5) graduated vacation days. Additional years of service will not result in additional graduated vacation days. If an Employee's hire date is before July 1, the Employee will receive five (5) graduated vacation days at the beginning of the year in which the fifth anniversary of employment begins. If hire date is after June 30, the Employee will receive five (5) graduated vacation days at the beginning of the year which follows the fifth anniversary of employment. Days not used will be paid after the end of the year.

Article XX. Health, Retirement and Other Benefits

1. Consistent with the Gateway contracts, delete Article XX in its entirety, including, among other things:
 - (i) the obligation to contribute \$5.50 per hour worked to, and to participate in, the UMWA 1974 Pension Plan
 - (ii) the obligation to contribute \$1.10 per hour worked to, and to participate in, the UMWA 1993 Benefit Plan
 - (iii) the obligation to contribute \$1.50 per hour worked to, and to participate in, the UMWA 2012 Retiree Bonus Account Trust
 - (iv) the obligation to provide retiree health benefits to any former, current or future employee.
2. Modify and amend the current health benefit plan for active employees as set forth in Attachment 2. Among other things, the revised health plan will provide for:
 - (i) 90/10 coverage (same coverage as the health care plan to be provided for Patriot's subsidiaries' salaried and non-union hourly employees), and
 - (ii) a monthly pre-tax employee contribution toward the cost of health care, and
 - (iii) non-coverage of spouses who do not enroll in available health care plans provided by their employer, and
 - (iv) coordination of benefits for covered spouses who do enroll in available health care coverage provided by their employer, and
 - (v) monthly contribution (premium) reductions for employees with covered spouses who enroll in available health care coverage provided by their employer
3. Modify and amend the current health benefit plan to specify employer-provided medical coverage will continue for sixty (60) calendar days after the date an employee is laid off, rather than for the balance of the current month plus up twelve additional months of continuing coverage.
4. Eliminate the requirement that the Company maintain a retiree health care plan and eliminate the requirement that the Company provide health care benefits for retirees.
5. Modify the current Agreement to add a new provision that requires the Employer to make a contribution into each working miner's personal account in a company sponsored 401(k) plan, or, in the alternative, make such contributions to the UMWA Cash Deferred Savings Plan. The contribution shall be 6% of each dollar earned in wages for hours actually worked by the miner.

Article XXB. UMWA Cash Deferred Savings Plan of 1988

1. Modify Section (d) and other sections in this Article as appropriate to:

Section 1113 Proposal
November 15, 2012

- (i) terminate the obligation to contribute to the UMWA Cash Deferred Savings Plan (CDSP) on behalf of new inexperienced miners hired after January 1, 2007, including the current requirement to contribute \$1.00 per hour worked by such Employees
- (ii) terminate the obligation to make contributions to the CDSP on behalf of new inexperienced miners hired after January 1, 2012 who are not eligible to participate in the UMWA 1974 Pension Plan, including the current requirement to contribute \$1.00 per hour worked by such Employees
- (iii) terminate the obligation to make contributions to the CDSP on behalf of participants in the UMWA 1974 Pension Plan who opt out of continued participation in the UMWA Pension Plan, including the current requirement to contribute \$1.00 per hour worked by such Employees
- (iv) terminate the obligation to make contributions to the CDSP on behalf of employees who have 20 years of credited service under the UMWA Pension Plan, including the current requirement to contribute \$1.00 per hour worked by such Employees

Article XXII. Miscellaneous

1. Modify Section (i) Attendance Control Program to provide that (a) two unexcused absences in 30 calendar days, or three unexcused absences in 180 calendar days or four unexcused absences in 360 calendar days is just cause for discharge; and (b) that the employer may implement or revise a Chronic & Excessive Absentee Program.
2. Section (s) Bonus Plans restricts an Employer's right to implement bonus plans unless approved by a majority vote of the local union. Modify this Section to provide that the employer may initiate, modify and terminate bonus plans unilaterally, as provided in the Gateway Agreements.
3. Delete Section (j) Memorial Periods which grants the Union a right to designate Memorial Periods which effectively shut down operations for up to ten (10) days during the term of the Agreement.
4. Add a new section that establishes a forty-five (45) day probationary period for newly employed personnel, as provided in the Gateway Agreements.

Article XXIII. Settlement of Disputes

1. Modify Section (h) Finality of Settlements to provide that the provisions of this Agreement supersede and make void any settlements, arbitration decisions or other agreements that are in any manner inconsistent with or in conflict with concepts, intentions and changes of this Agreement. Such settlements, arbitration decisions and/or agreements include, but are not limited to:
 - a) Double Back Policy and 10% Chronic and Excessive Absenteeism threshold at Eastern's Federal #2 Mine
 - b) Requirement to maintain a specific number of employees to perform work at closed operations
 - c) Restrictions against use of contractors for periodic sump and pond cleaning

Article XXVI. District Agreements

1. Clarify Section (b) to provide that this Agreement supersedes any prior practice or custom or local, district or international agreement that is in any manner inconsistent with or in conflict with the concepts or intentions of this Agreement.

Article XXIX. Ratification and Termination of This Agreement

1. Make the termination date of the Agreement December 31, 2018.

Other Matters

1. Modify all contract language as necessary and appropriate to be consistent with the concepts, intentions and changes set forth herein.
2. All unresolved grievances that assert violation of contractual provisions made void, modified or eliminated are withdrawn.
3. No grievances may be filed that claim violation of contractual provisions made void, modified or eliminated by this proposal.

MOU REGARDING JOB OPPORTUNITIES

1. Terminate this MOU, which requires certain non-union subsidiaries of Patriot Coal to offer jobs to the employees of the signatory companies before hiring employees of their own choosing.

**ATTACHMENT 1
 TO TAB A**

Wage Rates

1. No proposed reduction to 2012 Underground at Deep Mine Standard Hourly Wage Rate.

2. Reduce Strip and Auger Mines rates to conform generally to rates paid at Strip and Auger Mines operated by non-union subsidiaries of Patriot.

| Current NBCWA Pay Grade | Current 2012 NBCWA Standard Hourly Wage Rate | Proposed Pay Grade | Proposed Job Titles within Proposed Pay Grade | Proposed Standard Hourly Wage Rate |
|--------------------------------|---|---------------------------|--|---|
| Grade 5 | \$27.178 | Grade 5 | Master Electrician | \$30.00 |
| Grade 4 | \$26.527 | Grade 4 | Dragline Operator, Electrician, Mechanic | \$26.00 |
| Grade 3 | \$26.162 | Grade 3 | Loader (Production or Coal), Excavator (Production), Dozer (Production), Shovel Operator | \$24.00 |
| Grade 2 | \$25.877 | Grade 2 | Welder, Shovel or Dragline Oiler, Blaster/Shooter | \$22.00 |
| Grade 1 | \$25.796 | Grade 1 | Driller, Grader, Serviceman, Groundman, Truck (Rock, Coal, Water), Heavy Equipment Operator, Loader or Dozer (Non-Production), Steam Jenny | \$20.00 |

Section 1113 Proposal

November 15, 2012

3. Reduce Preparation Plant and Other Surface Facilities For Deep or Surface Mines rates to conform generally with rates paid at Preparation Plant and Other Surface Facilities for Deep or Surface Mine operated by non-union subsidiaries of Patriot, with the exception that current NBCWA rates for Grade 4 Job Titles for Electrician, Mechanic and Machinist are not reduced below 2012 rates

| Current NBCWA Pay Grade | Current 2012 NBCWA Standard Hourly Wage Rate | Proposed Pay Grade | Proposed Job Titles within Proposed Pay Grade | Proposed Standard Hourly Wage Rate |
|--------------------------------|---|---------------------------|---|---|
| Grade 4 | \$26.364 | Grade 4 | Diesel Mechanic, Mechanic, Electrician/Mechanic, Electrician, Electrician Lineman | \$26.364 |
| Grade 3 | \$26.120 | Grade 3 | Plant Operator, Welder 1 st Class, Welder Pipefitter, Repairman- Radio | \$24.00 |
| Grade 2 | \$25.837 | Grade 2 | Beltline Mechanic, Dozer Operator, Loader Operator, Heavy Equipment Operator, Heavy Media Operator, Loadout Operator, Stationary Equipment Operator, Truck Driver, Wet Plant Operator | \$23.00 |
| Grade 1 | \$25.757 | Grade 1 | Bathhouse Attendant, General Laborer, Utility Person, Sampler | \$20.00 |

**ATTACHMENT 2
TO TAB A**

Healthcare Benefits for Active Employees

- 1) Article XX (Health, Retirement and Other Benefits) of the 2011 NBCWA is deleted in its entirety.
- 2) The signatory employers will provide health benefits to all active employees as follows:
 - a) Health benefits for employees at the signatory mines will be in accordance with the plan design summarized on Exhibit A of this Attachment which shows a comparison of the existing plan design to the modified plan design.
 - b) Employees will be responsible for paying a portion of the cost of health care in the form of monthly premiums equal to 10 % of the predicted average cost of health care under the plan. Separate premiums will be developed for the following coverage classifications: Employee Only; Employee + One; Employee + Family. Such premium amounts will be withheld through direct pre-tax payroll deductions. The premiums will be determined through actuarial analysis and will be subject to change annually, increasing or decreasing, depending upon the actual plan experience as compared to the prior year's actuarial projections. The monthly premiums for 2013 are as follows:
 - i) Employee Only: \$68.58
 - ii) Employee + One: \$140.48
 - iii) Employee +Family: \$213.00

Employees with covered spouses who are enrolled in a medical insurance plan provided by their employer will receive a \$50 per month premium discount

Working spouses who do not enroll in a medical insurance plan available to them from their employer are not covered under this health care plan.

The employer will provide a prescription drug benefit that includes availability to a large and sufficient enough range of medications to allow health care practitioners to prescribe appropriate medical treatment.

- 3) The Employer reserves the exclusive right to change or modify its health plan as follows:
 - a) To adopt, change or modify managed care programs and/or cost containment programs that do not impose material additional costs or benefit reductions on plan participants, provided participants are provided thirty (30) days advance notice of such changes
 - b) To change carriers or plan administrators or otherwise make changes to plan administration that do not impose material additional costs or benefit reductions on plan participants without prior notice

- c) To require participants to enroll in or otherwise receive benefits from plans or programs currently available or that may become available during the term of this Agreement from the government or other public sources, provided participants are provided thirty (30) days advance notice of such changes
 - d) To amend or modify the level of benefits provided by the Plan, and/or to increase the cost participants are required to pay to receive benefits from the Plan on each anniversary date of the Agreement, if the per-beneficiary cost to the Employer of providing benefits under the Plan exceeds five (5) percent of the per-beneficiary cost to provide benefits under the Plan as of the effective date of the Agreement, provided however, that such changes shall not be greater than reasonably required to maintain the cost to the Employer at the per-beneficiary cost as of the effective date of the Agreement.
- 4) At least thirty (30) days prior to implementing changes to the Plan pursuant to paragraph 3(d) the Employer shall meet with representatives of the Union to review the Plan's experience, to share claims and cost data, and to discuss the changes proposed by the Employer. The Employer shall consider any proposals and recommendations offered by the Union to attain the cost reductions necessary to maintain the per-beneficiary cost at the level in effect on the effective date of the Agreement. After considering such proposals and recommendations, the Employer may, at its sole discretion, implement such changes as it deems necessary to maintain the per-beneficiary cost to the Employer of providing benefits under the Plan at the level in effect on the effective date of the Agreement.
- 5) If local, state or federal government, or any governmental agency, implements any program or law or regulation which makes available to any or all of the Employees of the Company any service, procedure or benefit (including health care coverage under Nation Health Care Reform Exchanges) that is also covered or provided under this health care plan, or any amended health care plan, then such Employee or beneficiaries or dependents may be required by the company to obtain such service, procedure or benefit from the government or agency and not from the Company, provided that any additional cost incurred by the Employee as a result of the difference in cost charged for service or procedure or benefit itself (relative to the cost under this Plan) is reimbursed to Employee by the company. Prior to any such requirement, the Employer and the UMWA agree to meet and discuss implementation of any such requirement.
- 6) Active represented employees will not be eligible for any type of employer provided retiree health care program.
- 7) Should a dispute arise during the term of this Agreement concerning the interpretation or implementation of this Reservation of Rights clause, or any Employer action taken pursuant to this clause, such dispute shall be resolved by the U. S. District Court for the Eastern District of Virginia, and shall not be subject to arbitration or any dispute resolution process under the Agreement or the Plan.

November 15, 2012

Exhibit A

| Medical Plan Design Summary | | |
|--|--|---|
| | Current UMWA Represented Active Employee Plan Design | Proposed UMWA Represented Active Employee Plan Design |
| Coinsurance | | |
| In-Network | 0% | 10% |
| Out-of-Network | 10% | 30% |
| Deductible | | |
| Individual In Network | \$0 | \$250 |
| Family In Network | \$0 | \$250 per person |
| Individual Out of Network | \$0 | \$250 |
| Family Out of Network | \$0 | \$250 per person |
| Co-Pay | | |
| Primary Care Physician In Network | \$12 | \$20 |
| Specialist In Network | \$12 | \$35 |
| Primary Care Physician Out of Network | \$20 | \$20 |
| Specialist Out of Network | \$20 | \$50 |
| Inpatient/Outpatient Services | | |
| In-Network | 0% | 10% |
| Out-of-Network | 10% | 30% |
| Maximum Out-of-Pocket | | |
| Individual In Network | \$240 | \$2,000 |
| Family In Network | \$240 | \$4,000 |
| Individual Out of Network | \$1,600 | \$2,000 |
| Family Out of Network | \$1,600 | \$4,000 |
| Other | | |
| Hospital Pre-Cert Penalty | \$300 | \$0 |
| Hearing Care | One hearing aid per ear every 2 years if Medically Necessary | In-Network - 80% after deductible satisfied - 1 hearing aid per ear every 2 years |
| Prescription Drugs Retail (30 Day Supply) | | |
| Generic | \$5 | \$5.00 |
| Preferred Brand | \$5 | 30% (\$25, \$50) |
| Non-preferred Brand | \$5 | 50% (\$75, \$200) |
| Prescription Drugs Mail (90 Day Supply) | | |
| Generic | Free | \$10.00 |
| Preferred Brand | Free | 30% (\$50, \$100) |
| Non-preferred Brand | Free | 50% (\$150, \$400) |

TAB B

PROPOSED CHANGES TO COAL WAGE
AGREEMENT
BETWEEN THE
UNITED MINE WORKERS OF AMERICA
AND
HIGHLAND MINING COMPANY, LLC

HIGHLAND MINING COMPANY, LLC PROPOSAL

The provisions of the current Coal Wage Agreement and amending agreements would continue unchanged, except as provided below.

Article I. Enabling Clause

1. Modify to limit application of the contract to the geographic boundaries of the operation, as currently provided in the Gateway Agreements. Include a description of the boundaries of the mine and related reserves that are covered by the Agreement.

Article IA. Scope and Coverage

1. Modify Section (e), which limits supervisors from performing any classified work, to provide that supervisors may perform work of a classified nature so long as it does not exceed one hour during a shift.
2. Modify Section (g) (contracting and subcontracting), which limits the use of virtually any contractors on the jobsite, to provide that non-bargaining unit workers can be used to (i) provide fill-ins for temporary vacancies, (ii) perform short term projects, (iii) perform repair and maintenance work, and (iv) perform any and all work at closed operations
3. Modify Section (g) to also eliminate requirements that the employer must not have available equipment or regular Employees (including laid-off Employees) with necessary skills available to perform the work before non-bargaining unit workers may be utilized (i.e., eliminate any "Double Back" requirement).
4. Modify Section (i) (construction work) to clarify that all construction work can be contracted out, without regard to whether it may have been performed by classified Employees in the past.

Article II. Job Opportunity and Benefit Security

1. Delete this Article which is not included in the Gateway Agreements, which among other things, provides for (i) job rights at the signatory company's non-union operations and at signatory operations leased or licensed out to another company, and (ii) requires contributions to several industry-wide trust funds.

Article III. Health and Safety

1. Modify Section (m) (safety equipment and protective clothing allowance) to provide that the employer may provide uniforms in lieu of paying the annual \$290 clothing allowance required under the current Agreement.

Article IV. Wages and Hours

1. Section (b) requires overtime be paid after 8 hours in a day, and in some cases after 7¼ hours. Section (e) requires double time rates for Saturday overtime and Sunday work and triple time rates for work on holidays. Modify in this Article as necessary to provide that all

Section 1113 Proposal
November 15, 2012

overtime will be paid at time and one half, and only for hours actually worked beyond 40 hours during a week, including work on Saturdays, Sundays and holidays (i.e., eliminate all references to premium pay). Amend all provisions of the Agreement to conform to this change.

2. Maintain Highland's current 2012 wage rates and provide Company with the ability to increase (and subsequently decrease) hourly wage rates for any job classification during the term of the Agreement, provided that hourly wage rates may not be decreased below the base hourly wage rates established by the Agreement.
3. Maintain current Local Agreement regarding sharing of Idle Day and Overtime work
4. Section (c) authorizes the employer to introduce alternate work schedules only if agreed to by the local union. Revise to provide that the employer may, with seven (7) days notice, implement an alternative work schedule for the entire operation, a particular wage classification or individual employees. Absent seven (7) days notice, the current schedule at the operation will remain in place. Delete the requirement that the local union must agree before the employer may implement an alternate work schedule.

Article V. Helpers on Face Equipment in Underground Mines

1. Delete this Article, not contained in the Gateway Agreements, which mandates the assignment of a full time helper on continuous mining machines and roof bolters. Helpers will be assigned as needed, at management's discretion.

Article VI. Shifts and Shift Differentials

1. Delete this Article, which requires that Employees working on the afternoon shift be paid an extra \$0.40 per hour, and that Employees on the midnight shift be paid an extra \$0.50 per hour.

Article VIII. Starting Time

1. Section (e) permits management to change crews at the face. Clarify to provide that any and all crews may be changed out at the location where work is being performed.

Article IX. Allowances

1. Modify Section (e), which currently provides for five (5) personal or sick days per year to provide for three (3) personal or sick days per year. Days not used will be paid after the end of the year; the current language that permits an employee to carry over personal or sick days into the next calendar year will be discontinued.

Article X. Wage Increase

1. Eliminate the \$1.25 per hour wage increase scheduled for July 1, 2013. Eliminate the \$1.25 per hour wage increase scheduled for July 1, 2014. Maintain wages through June 30, 2015 at Highland's current 2012 rates.

Section 1113 Proposal
November 15, 2012

2. Provide an increase of \$0.50 per hour on July 1, 2015; provide an increase of \$0.50 per hour on July 1, 2016; provide an increase of \$0.50 per hour on July 1, 2017; and provide an increase of \$0.50 per hour on July 1, 2018.

Article XII. Holidays

1. Modify Section (a) to provide for eight (8) holidays instead of the eleven (11) that are now provided by eliminating the April 1, Veteran's Day and Employee's Birthday holidays.
2. Modify Section (b) (Sunday holidays) to provide that a holiday shall be observed on the calendar day it falls.
3. Modify Section (c) (Monday holidays) to provide that scheduled work on Saturday prior to a holiday is mandatory
4. Modify Section (d) to provide that the employee shall be paid at his regular hourly rate, not triple time, for all hours worked if he or she works on a holiday. He or she will also receive Holiday Pay, if eligible.
5. Modify Section (e) to provide that all underground employees shall receive eight (8) hours pay at the regular straight time rate as Holiday Pay and that all outside employees shall receive seven and one-quarter (7 ¼) hours of pay at the regular straight time rate as Holiday Pay, provided the employee was not absent, unexcused, on the last scheduled shift prior to or the first scheduled shift after the holiday.
6. Modify Section (f) eliminate the Employee's option to designate another day to take off if the holiday falls during a vacation period or on a day when he is not scheduled to work.

Article XIII. Regular Vacation

1. Modify Section (a) and Section (d) to eliminate the requirement for fourteen (14) consecutive days of regular vacation with twelve (12) days pay. Provide instead for ten (10) days of regular vacation per year with ten (10) days pay, earned on a pro rata basis from January 1 through December 31, and further provide that days must be used in coordination with vacation shut down periods, as provided in the Gateway contracts.
2. Modify Sections (b) and (d) to provide for three vacation shut down periods: (1) week of July 4th; (2) week of Thanksgiving; and (3) week of Christmas, as provided in the Gateway contracts.
3. Modify Section (e), which currently provides for four (4) floating vacation days, to provide for two (2) floating vacation days. Revise to provide that days not used will be paid after the end of the year, and may not be carried over into a subsequent year.

Article XIV. Graduated Vacation

1. Revise Section (a), which currently provides Employees with at least five (5) years of employment with the Employer receive additional (graduated) days of vacation on a sliding scale of 1 to 14 days, to establish that after five (5) years of continuous employment with the Employer each Employee shall be entitled to five (5) graduated vacation days. Additional years of service will not result in additional graduated vacation days. If an Employee's hire date is before July 1, the Employee will receive five (5) graduated vacation days at the beginning of the year in which the fifth anniversary of employment begins. If hire date is after June 30, the Employee will receive five (5)

Section 1113 Proposal
November 15, 2012

graduated vacation days at the beginning of the year which follows the fifth anniversary of employment. Days not used will be paid after the end of the year.

Article XX. Health, Retirement and Other Benefits

1. Consistent with the Gateway contracts, delete Article XX in its entirety, including, among all other things:
 - (i) the obligation to contribute \$5.50 per hour worked to, and participate in, the UMWA 1974 Pension Plan
 - (ii) the obligation to contribute \$0.50 per hour worked to, and participate in, the UMWA 1993 Benefit Plan
 - (iii) the obligation to provide retiree health benefits to any former, current or future employee.
2. Modify and amend the current health benefit plan as set forth in Attachment 1. Among other things, the revised health plan will provide for:
 - (i) 90/10 coverage (same coverage as the health care plan to be provided for Patriot's subsidiaries' salary and non-union hourly employees), and
 - (ii) a monthly pre-tax employee contributions toward the cost of health care, and
 - (iii) non-coverage of spouses who do not enroll in available health care plans provided by their employer, and
 - (iv) coordination of benefits for covered spouses who do enroll in available health care coverage provided by their employer, and
 - (v) monthly contribution (premium) reductions for employees with covered spouses who enroll in available health care coverage provided by their employer
3. Modify and amend the current health benefit plan to specify employer-provided medical coverage will continue for sixty (60) calendar days after the date an employee is laid off, rather than the balance of the current month plus up to twelve (12) additional months of continuing coverage.
4. Eliminate the requirement that the Company maintain a retiree health care plan and eliminate the requirement that the Company provide health care benefits for retirees.
5. Modify current Agreement to add a new provision that requires the Employer to make a contribution into each working miner's personal account in a company sponsored 401(k) plan, or, in the alternative, make such contributions to the UMWA Cash Deferred Savings Plan. The contribution shall be 6% of each dollar earned in wages for hours actually worked by the miner.

Article XXB. UMWA Cash Deferred Savings Plan of 1988

1. Modify Section (d) and other sections in this Article as appropriate to terminate the obligation to make contributions to the UMWA Cash Deferred Savings Plan (CDSP) on behalf of new inexperienced miners hired after January 1, 2007.

Article XXII. Miscellaneous

1. Modify Section (i) Attendance Control Program to provide that (a) two unexcused absences in 30 calendar days or three unexcused absences in 180 calendar days or four

Section 1113 Proposal
November 15, 2012

unexcused absences in 360 calendar days is just cause for discharge; and (b) that the employer may implement or revise a Chronic & Excessive Absentee Program.

2. Section (s) Bonus Plans restricts an Employer's right to implement bonus plans unless approved by a majority vote of the local union. Modify this Section to provide that the employer may initiate, modify and terminate bonus plans unilaterally.
3. Delete Section (j) Memorial Periods which grants the Union a right to effectively shut down operations up to ten (10) days during the term of the Agreement.
4. Add a new section that establishes a forty-five (45) day probationary period for newly employed personnel.

Article XXIII. Settlement of Disputes

1. Modify Section (h) Finality of Settlements to provide that the provisions of this Agreement supersede any settlements, arbitration decisions or other agreements that are in any manner inconsistent with or in conflict with the changes, concepts or intentions of this Agreement.

Article XXVI. District Agreements

1. Clarify Section (b) to provide that this Agreement supersedes any prior practice or custom or local or district agreement that is in any manner inconsistent with or in conflict with the changes, concepts or intentions of this Agreement.

Article XXIX. Ratification and Termination of This Agreement

1. Make the termination date of the Agreement December 31, 2018.

Other

1. Maintain current Letter Agreement in Highland Agreement regarding Skills Enhancement
2. Maintain Appendix F of current Highland Agreement — Consolidated Classifications
3. Modify all contract provisions and language as necessary and appropriate to be consistent with the changes, concepts or intentions of set forth herein.
4. All unresolved grievances that assert violation of contractual provisions made void, modified or eliminated are withdrawn.
5. No grievances may be filed that claim violation of contractual provisions made void, modified or eliminated by this proposal.

MOU REGARDING JOB OPPORTUNITIES.

Terminate this MOU, which requires certain non-union subsidiaries of Patriot Coal to offer jobs to employees of the signatory companies before hiring employees of their own choosing.

**ATTACHMENT 1
TO TAB B**

Healthcare Benefits for Active Employees

- 1) Article XX (Health, Retirement and Other Benefits) of the 2007 Highland Agreement extension is deleted in its entirety.
- 2) The signatory employers will provide health benefits to all active employees as follows:
 - a) Health benefits for employees at the signatory mines will be in accordance with the plan design summarized on Exhibit A of this Attachment which shows a comparison of the existing plan design to the modified plan design.
 - b) Employees will be responsible for paying a portion of the cost of health care in the form of monthly premiums equal to 10% of the predicted average cost of health care under the plan. Separate premiums will be developed for the following coverage classifications: Employee Only; Employee + Spouse; Employee + Family. Such premium amounts will be withheld through direct pre-tax payroll deductions. The premiums will be determined through actuarial analysis and will be subject to change annually, increasing or decreasing, depending upon the actual plan experience as compared to the prior year's actuarial projections. The premiums for 2013 are as follows:

| | |
|------------------------|----------|
| i. Employee Only: | \$68.58 |
| ii. Employee + One: | \$140.48 |
| iii. Employee +Family: | \$213.00 |

Employees with covered spouses who are enrolled in a medical insurance plan provided by their employer will receive a \$50 per month premium discount

Working spouses who do not enroll in a medical insurance plan available to them from their employer are not covered under this health care plan.

The employer will provide a prescription drug benefit that includes availability to a large and sufficient enough range of medications to allow health care practitioners to prescribe appropriate medical treatment.

- 3) The Employer reserves the exclusive right to change or modify its health plan as follows:
 - a) To adopt, change or modify managed care programs and/or cost containment programs that do not impose material additional costs or benefit reductions on plan participants, provided participants are provided thirty (30) days advance notice of such changes
 - b) To change carriers or plan administrators or otherwise make changes to plan administration that do not impose material additional costs or benefit reductions on plan participants without prior notice

Section 1113 Proposal
November 15, 2012

- c) To require participants to enroll in or otherwise receive benefits from plans or programs currently available or that may become available during the term of this Agreement from the government or other public sources, provided participants are provided thirty (30) days advance notice of such changes
 - d) To amend or modify the level of benefits provided by the Plan, and/or to increase the cost participants are required to pay to receive benefits from the Plan on each anniversary date of the Agreement, if the per-beneficiary cost to the Employer of providing benefits under the Plan exceeds five (5) percent of the per-beneficiary cost to provide benefits under the Plan as of the effective date of the Agreement, provided however, that such changes shall not be greater than reasonably required to maintain the cost to the Employer at the per-beneficiary cost as of the effective date of the Agreement.
- 4) At least thirty (30) days prior to implementing changes to the Plan pursuant to paragraph 3(d) the Employer shall meet with representatives of the Union to review the Plan's experience, to share claims and cost data, and to discuss the changes proposed by the Employer. The Employer shall consider any proposals and recommendations offered by the Union to attain the cost reductions necessary to maintain the per-beneficiary cost at the level in effect on the effective date of the Agreement. After considering such proposals and recommendations, the Employer may, at its sole discretion, implement such changes as it deems necessary to maintain the per-beneficiary cost to the Employer of providing benefits under the Plan at the level in effect on the effective date of the Agreement.
- 5) If local, state or federal government, or any governmental agency, implements any program or law or regulation which makes available to any or all of the Employees of the Company any service, procedure or benefit (including health care coverage under Nation Health Care Reform Exchanges) that is also covered or provided under this health care plan, or any amended health care plan, then such Employee or beneficiaries or dependents may be required by the company to obtain such service, procedure or benefit from the government or agency and not from the Company, provided that the any additional cost incurred by the Employee as a result of the difference in cost charged for service or procedure or benefit itself (relative to the cost under this Plan) is reimbursed to Employee by the company. Prior to any such requirement, the Employer and the UMWA agree to meet and discuss implementation of any such requirement.
- 6) Active represented employees will not be eligible for any type of employer provided retiree health care program.
- 7) Should a dispute arise during the term of this Agreement concerning the interpretation or implementation of this Reservation of Rights clause, or any Employer action taken pursuant to this clause, such dispute shall be resolved by the U. S. District Court for the Eastern District of Virginia, and shall not be subject to arbitration or any dispute resolution process under the Agreement or the Plan.

Section 1113 Proposal

November 15, 2012

Exhibit A

| Medical Plan Design Summary | | |
|--|--|---|
| | Current UMWA Represented Active Employee Plan Design | Proposed UMWA Represented Active Employee Plan Design |
| Coinsurance | | |
| In-Network | 0% | 10% |
| Out-of-Network | 10% | 30% |
| Deductible | | |
| Individual In Network | \$0 | \$250 |
| Family In Network | \$0 | \$250 per person |
| Individual Out of Network | \$0 | \$250 |
| Family Out of Network | \$0 | \$250 per person |
| Co-Pay | | |
| Primary Care Physician In Network | \$12 | \$20 |
| Specialist In Network | \$12 | \$35 |
| Primary Care Physician Out of Network | \$20 | \$20 |
| Specialist Out of Network | \$20 | \$50 |
| Inpatient/Outpatient Services | | |
| In-Network | 0% | 10% |
| Out-of-Network | 10% | 30% |
| Maximum Out-of-Pocket | | |
| Individual In Network | \$240 | \$2,000 |
| Family In Network | \$240 | \$4,000 |
| Individual Out of Network | \$1,600 | \$2,000 |
| Family Out of Network | \$1,600 | \$4,000 |
| Other | | |
| Hospital Pre-Cert Penalty | \$300 | \$0 |
| Hearing Care | One hearing aid per ear every 2 years if Medically Necessary | In-Network - 80% after deductible satisfied - 1 hearing aid per ear every 2 years |
| Prescription Drugs Retail (30 Day Supply) | | |
| Generic | Employee Co-Pay \$5 | Employee Co-Pay \$5.00 |
| Preferred Brand | Employee Co-Pay \$5 | Employee Co-Pay 30% (\$25, \$50) |
| Non-preferred Brand | Employee Co-Pay \$5 | Employee Co-Pay 50% (\$75, \$200) |
| Prescription Drugs Mail (90 Day Supply) | | |
| Generic | Employee Co-Pay Free | Employee Co-Pay \$10.00 |
| Preferred Brand | Employee Co-Pay Free | Employee Co-Pay 30% (\$50, \$100) |
| Non-preferred Brand | Employee Co-Pay Free | Employee Co-Pay 50% (\$150, \$400) |

TAB C

PROPOSED CHANGES TO COLLECTIVE
BARGAINING AGREEMENTS
BETWEEN THE
UNITED MINE WORKERS OF AMERICA
AND
GATEWAY EAGLE COAL COMPANY, LLC
FOR
GATEWAY EAGLE MINE
FARLEY EAGLE MINE
CAMPBELLS CREEK NO. 10 MINE
SUGAR MAPLE MINE

Section 1113 Proposal
November 15, 2012

GATEWAY EAGLE COAL COMPANY PROPOSALS
Gateway Eagle Mine Collective Bargaining Agreement
Farley Eagle Mine Collective Bargaining Agreement
Campbells Creek No.10 Mine Collective Bargaining Agreement
Sugar Maple Mine Collective Bargaining Agreement

The provisions of Gateway Eagle Coal Company's current Collective Bargaining Agreements would continue unchanged, except as provided below.

Article IA. Scope and Coverage

1. Modify Section (g) (contracting and subcontracting) to provide that non-bargaining unit workers can be used to perform any and all work at closed operations.

Article III. Health and Safety

1. Modify Section (m) (safety equipment and protective clothing allowance) of the Gateway Eagle Agreement to provide that the employer may provide uniforms in lieu of an annual \$290 clothing allowance.

Article IV. Wages and Hours

1. Eliminate all requirements for premium pay on Saturday, Sunday and holidays. Amend provision in this Article and elsewhere in the Agreement to conform to this change.
2. Modify current wage rates for the Gateway Eagle Mine only, as provided in Attachment 1. Sugar Maple, Campbells Creek No. 10 ("CC10"), and Farley Eagle wages maintain 2012 rates.
3. Section (c) authorizes the employer to introduce alternate work schedules only if agreed to by the local union. Revise to provide that the employer may, with seven (7) days notice, implement an alternative work schedule for the entire operation, a particular wage classification or individual employees. Absent seven (7) day notice, the current schedule at the operation will remain in place. Delete the requirement that local union must agree before the employer may implement an alternate work schedule.

Article VI. Shifts and Shift Differentials

1. Delete this Article, which requires Gateway Eagle mine Employees working on the afternoon shift be paid an extra \$0.40 per hour, and that Employees on the midnight shift be paid an extra \$0.50 per hour, and that Employees at the other Gateway mines be paid \$0.50 and \$0.60 in shift differentials.

Article VIII. Starting Time

1. Modify Section (a) to permit management to establish staggered starting times.
2. Clarify that Section (e) permits management to change any and all crews at the location where work is being performed.

Section 1113 Proposal
November 15, 2012

Article IX. Allowances

1. Modify Section (e), which currently provides for five (5) personal or sick days per year at Gateway Eagle mine, and six (6) personal or sick days per year at the other Gateway mines, to provide for three (3) personal or sick days per year. Current language in the Gateway Eagle Mine Agreement that permits an employee to carry over personal or sick days into the next calendar year will be discontinued; days not used will be paid after the end of the year.

Article X. Wage Increase

1. Eliminate the January 1, 2013, Gateway Eagle mine \$0.25 per hour wage increase.
2. Eliminate Gateway Eagle mine wage reopener in 2013 to set wages for 2014-2016.
3. Provide a \$0.50 per hour wage increase to employees of Gateway Eagle mine effective on each of the following dates: January 1, 2015, January 1, 2016, January 1, 2017, and January 1, 2018.
4. Eliminate the Farley Eagle, Sugar Maple, and CC10 \$1.00 per hour wage increase scheduled for January 1, 2013 and eliminate the Farley Eagle, Sugar Maple and CC10 \$1.00 per hour wage increase scheduled for January 1, 2014
5. Decrease the Farley Eagle, Sugar Maple, and CC10 \$1.00 per hour wage increase scheduled for January 1, 2015 to \$0.50 per hour, and decrease the Farley Eagle, Sugar Maple, and CC10 \$1.00 per hour wage increase scheduled for January 1, 2016 to \$0.50 per hour.
6. Provide a \$0.50 per hour wage increase to employees of Farley Eagle, Sugar Maple, and CC10 on January 1, 2017, and provide a \$0.50 per hour wage increase to employees of Farley Eagle, Sugar Maple, and CC10 on January 1, 2018.

Article XII. Holidays

1. Modify Section (a) to provide for eight (8) holidays instead of the eleven (11) that are currently provided by eliminating the April 1, Veteran's Day and Employee's Birthday holidays.
2. Modify Sections (b) and (c) to provide that scheduled work on Saturday before a holiday is mandatory.
3. Modify Section (d) to provide that the employee shall be paid at his regular hourly rate, not triple time, for all hours worked if he or she works on a holiday. He or she will also receive Holiday Pay, if eligible.
4. Clarify Section (e) to provide that employee shall receive eight (8) hours pay at the regular straight time rate as Holiday Pay, provide the employee was not absent, unexcused, on the last scheduled shift prior to and the first scheduled shift following the holiday.

Article XIII. Regular Vacation

1. This Article provides for twelve (12) days of paid regular vacation. Modify to provide for ten (10) days of regular vacation per year with ten (10) days pay, earned on a pro rata basis from January 1 through December 21. Regular vacation days continue to be used during

Section 1113 Proposal
November 15, 2012

- vacation shut down periods as provided in the Gateway contracts.
2. The Agreements currently provide for four (4) floating vacation days. Modify to provide for two (2) floating vacation days.

Article XIV. Graduated Vacation

1. Revise Section (a), which currently provides Employees with at least five (5) years of employment with the Employer additional (graduated) days of vacation on a sliding scale of 1 to 14 days, to establish that after five (5) years of continuous employment with the Employer each Employee shall be entitled to five (5) graduated vacation days. Additional years of service will not result in additional graduated vacation days. If an Employee's hire date is before July 1, the Employee will receive five (5) graduated vacation days at the beginning of the year in which the fifth anniversary of employment begins. If hire date is after June 30, the Employee will receive five (5) graduated vacation days at the beginning of the year which follows the fifth anniversary of employment. Days not used will be paid after the end of the year.

Article XIX. Health and Other Benefits

1. Modify Section (b) to amend the current health benefit plan as set forth in Attachment 2. Among other things, the revised plan will provide for:
 - (i) 90/10 coverage (same coverage as the health care plan to be provided for Patriot's subsidiaries' salaried and non-union hourly employees), and
 - (ii) a monthly pre-tax employee contributions toward the cost of health care, and
 - (iii) non-coverage of spouses who do not enroll in available health care plans provided by their employer, and
 - (iv) coordination of benefits for covered spouses who do enroll in available health care coverage provided by their employer, and
 - (v) monthly premium reductions for employees with covered spouses who enroll in available health care coverage provided by their employer
2. Modify and amend the current health benefit plan to specify employer-provided coverage will continue for 30 calendar days after the date an employee is laid off, rather than the current twelve months of continuing coverage.
3. Modify Section (c) 401(k) plan in all Gateway Agreements to eliminate per hour contributions into the 401(k) plan, and require that the Employer make a contribution into each working miner's personal account in a company sponsored 401(k) plan, or, in the alternative, make such contributions to the UMWA Cash Deferred Savings Plan. The contribution shall be 6% of each dollar earned in wages for hours actually worked.

Miscellaneous

1. Modify Section (i) Attendance Control Program in Article XXII of the Gateway Eagle Agreement and Article XX of the other Agreements to provide that two unexcused absences in 30 calendar days, or three unexcused absences in 180 calendar days or 4 unexcused in 360 calendar days is just cause for discharge.
2. Delete the Memorial Periods provision in Article XXII of the Gateway Eagle Agreement and Article XX of the other Gateway Agreements, which grants the Union a right to

Section 1113 Proposal

November 15, 2012

- effectively shut down operations for up to ten (10) days during the term of the Agreement.
3. Modify Section (h) Finality of Settlements in Article XXIII of the Gateway Eagle Mine Agreement and Article XXI of the other Agreements to provide that the provisions of this Agreement supersede any settlements, arbitration decisions or other agreements that are in any manner inconsistent with or in conflict with the concepts, intentions and changes of this Agreement.
 4. Clarify Section (b) Prior Practice and Custom in Article XXVI of the Gateway Eagle Mine Agreement and Article XXIV of the other Agreements to provide that this Agreement supersedes any prior practice or custom or local or district agreement that is in any manner inconsistent with or in conflict with the concepts, intentions and changes of this Agreement.
 5. Make the termination date of the Agreement December 31, 2018.

Other

1. Modify all contract language as necessary and appropriate to be consistent with the concepts, intentions and changes set forth herein.
2. All unresolved grievances that assert violation of contractual provisions made void, modified or eliminated are withdrawn.
3. No grievances may be filed that claim violation of contractual provisions made void, modified or eliminated by this proposal.

Section 1113 Proposal

November 15, 2012

**ATTACHMENT 1
TO TAB C**Wage Rates

Reduce Underground at Deep Mine Standard Hourly Wage Rates at Gateway Eagle Mine to conform to 2012 Standard Hourly Wage Rates under the NBCWA. Standard Hourly Wage Rates at Farley Eagle, Campbells Creek No. 10, and Sugar Maple not be reduced and will remain at 2012 rates.

| | Current Gateway Eagle 2012 Standard Hourly Wage Rate | Proposed Gateway Eagle 2012 Standard Hourly Wage Rate* |
|---------------|---|---|
| Grade 5 | \$28.165 | \$26.415 |
| Grade 4 | \$27.760 | \$26.010 |
| Grade 3 | \$27.393 | \$25.643 |
| Grade 2 | \$27.170 | \$25.420 |
| Grade 1 | \$27.098 | \$25.348 |
| Training Rate | \$26.524 | \$24.774 |

** Proposed 2012 Gateway Eagle Standard Hourly Wage Rate is the same as the current 2012 NBCWA Standard Hourly Wage Rate*

**ATTACHMENT 2
TO TAB C**

Healthcare Benefits for Active Employees

Health Care Plans under the 2011 and 2012 Gateway Agreements are modified to provide as follows:

- 1) Health benefits for employees at the signatory mines will be in accordance with the plan design summarized on Exhibit A of this Attachment which shows a comparison of the existing plan design to the modified plan design.
- 2) Employees will be responsible for paying a portion of the cost of health care in the form of monthly premiums equal to 10% of the predicted average cost of health care under the plan. Separate premiums will be developed for the following coverage classifications: Employee Only; Employee + One; Employee + Family. Such premium amounts will be withheld through direct pre-tax payroll deductions. The premiums will be determined through actuarial analysis and will be subject to change annually, increasing or decreasing, depending upon the actual plan experience as compared to the prior year's actuarial projections. The premiums for 2013 are as follows:

| | |
|-------------------------|----------|
| i) Employee Only: | \$68.58 |
| ii) Employee + Spouse: | \$140.48 |
| iii) Employee + Family: | \$213.00 |

Employees with covered spouses who are enrolled in a medical insurance plan provided by their employer will receive a \$50 per month premium discount

Working spouses who do not enroll in a medical insurance plan available to them from their employer are not covered under this health care plan.

The employer will provide a prescription drug benefit that includes availability to a large and sufficient enough range of medications to allow health care practitioners to prescribe appropriate medical treatment

- 3) The Employer reserves the exclusive right to change or modify its health plan as follows:
 - a) To adopt, change or modify managed care programs and/or cost containment programs that do not impose material additional costs or benefit reductions on plan participants, provided participants are provided thirty (30) days advance notice of such changes
 - b) To change carriers or plan administrators or otherwise make changes to plan administration that do not impose material additional costs or benefit reductions on plan participants without prior notice

Section 1113 Proposal
November 15, 2012

- c) To require participants to enroll in or otherwise receive benefits from plans or programs currently available or that may become available during the term of this Agreement from the government or other public sources, provided participants are provided thirty (30) days advance notice of such changes
 - d) To amend or modify the level of benefits provided by the Plan, and/or to increase the cost participants are required to pay to receive benefits from the Plan on each anniversary date of the Agreement, if the per-beneficiary cost to the Employer of providing benefits under the Plan exceeds five (5) percent of the per-beneficiary cost to provide benefits under the Plan as of the effective date of the Agreement, provided however, that such changes shall not be greater than reasonably required to maintain the cost to the Employer at the per-beneficiary cost as of the effective date of the Agreement.
- 4) At least thirty (30) days prior to implementing changes to the Plan pursuant to paragraph 3(d) the Employer shall meet with representatives of the Union to review the Plan's experience, to share claims and cost data, and to discuss the changes proposed by the Employer. The Employer shall consider any proposals and recommendations offered by the Union to attain the cost reductions necessary to maintain the per-beneficiary cost at the level in effect on the effective date of the Agreement. After considering such proposals and recommendations, the Employer may, at its sole discretion, implement such changes as it deems necessary to maintain the per-beneficiary cost to the Employer of providing benefits under the Plan at the level in effect on the effective date of the Agreement.
 - 5) If local, state or federal Government, or any governmental agency, implements any program or law or regulation which makes available to any or all of the Employees of the Company any service, procedure or benefit (including health care coverage under Nation Health Care Reform Exchanges) that is also covered or provided under this health care plan, or any amended health care plan, then such Employee or beneficiaries or dependents may be required by the company to obtain such service, procedure or benefit from the government or agency and not from the Company, provided that the any additional cost incurred by the Employee as a result of the difference in cost charged for service or procedure or benefit itself (relative to the cost under this Plan) is reimbursed to Employee by the company. Prior to any such requirement, the Employer and the UMWA agree to meet and discuss implementation of any such requirement.
 - 6) Active represented employees will not be eligible for any type of employer provided retiree health care program.
 - 7) Should a dispute arise during the term of this Agreement concerning the interpretation or implementation of this Reservation of Rights clause, or any Employer action taken pursuant to this clause, such dispute shall be resolved by the U. S. District Court for the Eastern District of Virginia, and shall not be subject to arbitration or any dispute resolution process under the Agreement or the Plan.

November 15, 2012

Exhibit A

| Medical Plan Design Summary | | |
|--|--|---|
| | Current UMWA Represented Active Employee Plan Design | Proposed UMWA Represented Active Employee Plan Design |
| Coinsurance | | |
| In-Network | 0% | 10% |
| Out-of-Network | 10% | 30% |
| Deductible | | |
| Individual In Network | \$0 | \$250 |
| Family In Network | \$0 | \$250 per person |
| Individual Out of Network | \$0 | \$250 |
| Family Out of Network | \$0 | \$250 per person |
| Co-Pay | | |
| Primary Care Physician In Network | \$12 | \$20 |
| Specialist In Network | \$12 | \$35 |
| Primary Care Physician Out of Network | \$20 | \$20 |
| Specialist Out of Network | \$20 | \$50 |
| Inpatient/Outpatient Services | | |
| In-Network | 0% | 10% |
| Out-of-Network | 10% | 30% |
| Maximum Out-of-Pocket | | |
| Individual In Network | \$240 | \$2,000 |
| Family In Network | \$240 | \$4,000 |
| Individual Out of Network | \$1,600 | \$2,000 |
| Family Out of Network | \$1,600 | \$4,000 |
| Other | | |
| Hospital Pre-Cert Penalty | \$300 | \$0 |
| Hearing Care | One hearing aid per ear every 2 years if Medically Necessary | In-Network - 80% after deductible satisfied - 1 hearing aid per ear every 2 years |
| Prescription Drugs Retail (30 Day Supply) | | |
| Generic | Employee Co-Pay \$5 | Employee Co-Pay \$5.00 |
| Preferred Brand | Employee Co-Pay \$5 | Employee Co-Pay 30% (\$25, \$50) |
| Non-preferred Brand | Employee Co-Pay \$5 | Employee Co-Pay 50% (\$75, \$200) |
| Prescription Drugs Mail (90 Day Supply) | | |
| Generic | Employee Co-Pay Free | Employee Co-Pay \$10.00 |
| Preferred Brand | Employee Co-Pay Free | Employee Co-Pay 30% (\$50, \$100) |
| Non-preferred Brand | Employee Co-Pay Free | Employee Co-Pay 50% (\$150, \$400) |

TAB D

PROPOSED CHANGES TO COAL WAGE AGREEMENTS
BETWEEN THE
UNITED MINE WORKERS OF AMERICA
AND
Colony Bay Coal Company
Mountain View Coal Company, LLC
Pine Ridge Coal Company, LLC
Rivers Edge Mining, Inc.

These companies have no employees. Accordingly, we propose that these coal wage agreements be terminated and that any pending or unsettled grievance is withdrawn and no future grievance may be filed that claims violation of a contractual provision that existed under these coal wage agreements.

To the extent any of these companies are subject to post-termination obligations, including, but not limited to, continuing health care obligations for laid off or retired employees, we propose those obligations be subject to the same modifications as set forth in the proposals under Tab A.

EXHIBIT 5

SECTION 1114 PROPOSAL
November 15, 2012

As you know, on July 9, 2012, Patriot Coal Corporation and substantially all of its subsidiaries (collectively, “Patriot” or the “Debtors”) each filed a petition under Chapter 11 of the Bankruptcy Code. As set forth in the attached letter, which provides important context for this proposal, Patriot took this step only after exhausting all other available options to increase efficiency, reduce costs, and seek additional sources of financing in response to the drop in coal demand and prices, increasingly adverse regulatory compliance requirements, and unsustainable wage, benefit, and retiree healthcare costs. Reorganization under Chapter 11, if successful, will allow us to avoid liquidation and maintain jobs and benefits for our thousands of employees and their families, as well as provide meaningful contributions toward the healthcare costs of retirees and their dependents. If implemented, the proposed modifications below, in combination with other restructuring initiatives, will give us the opportunity to successfully reorganize and emerge from bankruptcy.

As set out in detail below, Patriot intends to continue providing healthcare coverage for Coal Act retirees, and in addition would contribute \$10 million to a trust, structured as a VEBA, to fund healthcare coverage for non-Coal Act retirees. The VEBA, which would also be funded by additional sources described below, could provide meaningful, long-term healthcare coverage for retirees and their families, while Patriot’s retiree healthcare obligations would be restructured to a level the Company can afford. If market conditions improve in the future, the VEBA would benefit further from significant profit-sharing contributions.

Unfortunately, Patriot simply does not have the financial resources to support its current benefit levels and will not survive without substantial changes across its cost structure. While we very much regret that these changes are necessary, we hope and trust that the UMWA will work with us on a collaborative basis to achieve a successful reorganization. Failure to reorganize will almost surely lead to a devastating loss of jobs and healthcare coverage for more than 21,000 active workers, retirees and their dependents.

PROPOSED MODIFICATIONS

This Section 1114 Proposal is submitted by those Debtors listed on *Exhibit 1* (hereinafter, the “Obligor Companies”) with responsibility for providing healthcare benefit programs to non-Coal Act UMWA represented retirees and their eligible dependents, including surviving spouses (collectively, “UMWA Retirees”) pursuant to the Welfare Benefit Plans For UMWA Represented Employees Of Certain Patriot Subsidiaries Pursuant to Me Too Labor Agreements (the “NBCWA Plan”).

1. As a threshold matter, Patriot’s applicable subsidiaries currently expect to honor their obligations with respect to Coal Act retirees and beneficiaries. In 2012 alone, these

Section 1114 Proposal
November 15, 2012

subsidiaries are projected to spend approximately \$15 million for healthcare for this group of retirees.

2. The NBCWA Plan shall be amended effective April 1, 2013 (the “Plan Transition Date”) to delete the existing provisions related to health benefit programs for the UMWA Retirees and to replace such provisions with language reflecting the transition of healthcare coverage for the UMWA Retirees as set forth below. The Obligor Companies will continue to honor valid healthcare charges for UMWA Retirees for services and treatment provided prior to the Plan Transition Date in accordance with their terms (“Unreported Charges”). It is estimated that the Obligor Companies’ cash spend for Unreported Charges will exceed \$16 million dollars.
3. Effective as of the Plan Transition Date, a “UMWA Retiree Healthcare Trust” (the “Trust”) would be created. The Trust would be structured as a voluntary employees’ beneficiary association (“VEBA”). The Trust would be established and administered by the UMWA Funds, and all decisions regarding the use of the funds in the VEBA as well as eligibility, administration, participation, program designs and benefit levels would be made by the UMWA Funds. If the UMWA Funds will not or cannot as a matter of law serve as the administrator of the Trust, the UMWA would perform this function. The Debtors shall not be responsible for administration of the Trust or any costs, claims, decisions, actions or omissions related thereto.
4. On and after the Plan Transition Date and subject to Court approval, the Obligor Companies would contribute a total of \$10 million in cash to the Trust in such amounts and on such dates as are specified in *Exhibit 2* (collectively, the “Initial Funding Contributions”) to provide funding to the Trust. The Trust would be the exclusive vehicle to fund all healthcare costs incurred by UMWA Retirees on or after the Plan Transition Date. The proposed Initial Funding Contributions will be reduced if the Plan Transition Date is delayed. Except for the Initial Funding Contributions and any Profit Sharing Contributions payable as provided in paragraph 8 below, or as otherwise specifically provided in paragraph 2 with respect to Unreported Charges, the Debtors shall have no liabilities with respect to the UMWA Retirees and/or the Trust, including, but not limited to, liabilities associated with the Peabody-Assumed Group (as defined below).
5. An additional source of funding for the Trust would include a future distribution in the form of an allowed unsecured claim against Patriot’s estate in an amount to be calculated and negotiated, which could potentially take the form of equity in an emerging enterprise pursuant to a court-approved plan of reorganization. VEBA trusts have been used successfully in a number of prior reorganizations, with unions choosing to monetize their equity stakes to provide a significant and secure source of funds to pay for future retiree health benefits.

Section 1114 Proposal
November 15, 2012

6. To the extent that at any time Peabody Energy Corporation or its affiliates (collectively, “Peabody”) takes the position that it is no longer obligated to continue to make healthcare payments for those UMWA Retirees whose healthcare liabilities Peabody assumed in connection with Patriot’s spin-off (the “Peabody-Assumed Group”), the Obligor Companies would work with the Union to pursue contributions to the Trust on account of the Peabody-Assumed Group. Such payments would be made directly to the Trust in an amount commensurate with current contribution levels and expected increases. Peabody’s payments on behalf of the Peabody-Assumed Group in 2012 are projected to be approximately \$20 million. The Trust would decide how to allocate funds, if any, received from Peabody. For the avoidance of doubt, this Proposal is not conditioned on Peabody’s consent or to any commitment by Peabody to continue to provide funding with respect to the Peabody-Assumed Group or otherwise.
7. We also believe additional steps can be taken by the UMWA to achieve substantial savings that will assist the UMWA Funds in managing the finances of the Trust. These steps include the following:
 - a. Restructure existing benefit plan designs to align more closely with healthcare coverage offered by many U. S. companies. While we recognize many in this group have become accustomed to the level of benefits they currently receive, the existing plan provides an unsustainable high-cost level of coverage that does not promote the efficient and reasonable use of healthcare benefits. To that point, the NBCWA Plan is projected to qualify as a “Cadillac Plan” under the Patient Protection and Affordable Care Act (“PPACA”), which would be subject to federal government excise taxes beginning in 2018. Institution of mainstream cost containment solutions similar to those we unsuccessfully attempted to introduce in prior discussions with the UMWA and those contained in the PPACA, will help achieve necessary and reasonable savings while still providing a very good healthcare benefit.
 - b. Utilization of the UMWA Funds’ buying power to obtain greater healthcare cost discounts. As you are aware, we previously explored opportunities to have the Funds administer the UMWA retiree healthcare benefits for the Obligor Companies’ UMWA retirees, which were projected to generate annual savings of \$12-15 million. Unfortunately, those cooperative efforts between the UMWA and the Obligor Companies were rejected by one of the settlors, the Bituminous Coal Operators’ Association.
 - c. Medicare eligible UMWA Retirees are eligible for cost efficient programs, such as Medicare Advantage, that exist to supplement the benefits these individuals are eligible to receive through government sponsored healthcare programs.

Section 1114 Proposal
November 15, 2012

- d. Effective January 1, 2014, as a result of PPACA, there will be a host of additional healthcare options available for Pre-Medicare UMWA Retirees, including healthcare exchanges that are expected to enable the Trust to provide high quality healthcare benefits at lower costs.
8. The Obligor Companies would agree to create a profit sharing mechanism as an additional funding source for the VEBA. Under this arrangement, the Obligor Companies would agree to contribute to the VEBA an amount equal to 10% of net income earned by Patriot above \$75 million in 2015 and an amount equal to 10% of net income earned by Patriot above \$150 million in 2016 and subsequent years (hereinafter, "Profit Sharing Contributions"). Any such contribution would not exceed \$20 million annually, and the total of all such Profit Sharing Contributions would be capped at \$200 million in the aggregate. In addition, any such payment by the Obligor Companies would only be due and payable if Patriot's liquidity exceeds the greater of \$125 million or 125% of its then applicable minimum liquidity requirements in its debt covenants (after taking the amount of any such payment into account). For purposes of this computation, net income would exclude any non-cash, non-recurring, or extraordinary gains. Any Profit Sharing Contributions made with respect to a calendar year shall be calculated and paid to the VEBA within 120 days following the end of such calendar year.
9. Any and all disputes concerning the UMWA Retirees and/or the Trust, including, but not limited to, the establishment, meaning, interpretation and application of the Trust and related agreements shall be decided by the Bankruptcy Court so long as the Bankruptcy Court maintains jurisdiction over such matters. In the event a dispute arises after the Debtors emerge from Chapter 11, and the Bankruptcy Court no longer retains jurisdiction over the dispute, the United States District Court for the Eastern District of Missouri shall be the sole and exclusive jurisdiction for the filing of any such matter. All disputes concerning administration of the UMWA Retiree Healthcare Trust, including, but not limited to, issues of eligibility, plan design, benefit levels, coverage, payment or denial of benefits, and rules and requirements established by the Trustees or the Plan Administrator regarding any aspect of the Trust's operation shall be resolved in accordance with the resolution of disputes process established by the trustees of the Trust.

Section 1114 Proposal
November 15, 2012

EXHIBIT 1

List all Obligor Companies

Apogee Coal Company, LLC

Colony Bay Coal Company

Dakota LLC

Eastern Associated Coal, LLC

Heritage Coal Company, LLC

Highland Mining Company, LLC

Hobet Mining, LLC

Martinka Coal Company, LLC

Mountain View Coal Company, LLC

Pine Ridge Coal Company, LLC

Rivers Edge Mining, Inc.

Yankeetown Dock, LLC

Section 1114 Proposal
November 15, 2012

EXHIBIT 2

Initial Funding Contributions

| | |
|---------------|-------------|
| April 1, 2013 | \$1,000,000 |
| May 1, 2013 | \$2,000,000 |
| June 1, 2013 | \$3,000,000 |
| July 1, 2013 | \$4,000,000 |

EXHIBIT 6

UNITED STATES BANKRUPTCY COURT
 SOUTHERN DISTRICT OF NEW YORK

----- x
 :
 In re: : Chapter 11
 :
 PATRIOT COAL CORPORATION, *et al.*, : Case No. 12-12900 (SCC)
 :
 Debtors. : (Jointly Administered)
 :
 :
 ----- x

STIPULATED PROTECTIVE ORDER
 UNDER 11 U.S.C. §§ 1113(d)(3) AND 1114(k)(3)

This STIPULATED PROTECTIVE ORDER (the “**Order**”) is made as of October 3, 2012 (the “**Effective Date**”) between Patriot Coal Corporation and its subsidiaries that are Debtors in Possession (referred to herein as the “**Debtors**”), and the United Mine Workers of America (“**Recipient**”). The parties acknowledge that Patriot Coal Corporation is a public company and the disclosure of non-public information could result in severe harm to Debtors’ business. In order to facilitate the disclosure of Confidential Information (as defined below) to the Recipient while protecting the Debtors from the risk of public dissemination of such information, the parties hereby agree that the disclosure of Confidential Information by the Debtors to the Recipient shall be governed by the following terms and conditions.

1. **Confidential Information.** For purposes of this Order, “Confidential Information” means all non-public information the Debtors disclose to Recipient on or after the date of this Order in accordance with the terms of this Order, whether written, oral, photographic, electronic, magnetic, or otherwise, whether in the form of slides, handouts, letters, memoranda, agreements, facsimile transmissions, meetings, conference and other telephone calls, diskettes, files, tapes, and/or any other mode, that, if disclosed, could compromise the position of the Debtors relative to their competitors in the coal industry. Confidential Information includes, without limitation, information relating to the Debtors’ financial and/or business operations, business ventures, strategic plans, pricing, marketing strategies and programs, ideas, concepts, business plans, financial condition and projections, identifying information about employees and retirees, distribution arrangements, trade secrets, and/or ideas. However, Confidential Information does not include information as identified below in Section 8 (Exclusions).

2. **Highly Confidential Information.** In addition, the Debtors may in good faith designate certain Confidential Information as “Highly Confidential” if it constitutes or contains non-public information pertaining to wages, benefits, work rules, or other compensation of employees of third parties, and if the Debtors reasonably believe that such designation is necessary to ensure compliance with restrictions on the Debtors’ use

of such information imposed by one or more third parties. Recipient agrees that it will not print, copy, or otherwise reproduce in any way information designated as Highly Confidential, and that it will otherwise treat Highly Confidential information as governed by the restrictions applicable to Confidential Information under this Order. Recipient may object to the Debtors' designation of material as "Highly Confidential" according to the procedures set forth in Section 4, which will apply to materials designated as "Highly Confidential" in the same manner as it applies to materials designated "Confidential." The parties agree to meet and confer to discuss the method and manner of use of Highly Confidential information in any court filing or proceeding.

3. **Purpose for Disclosure.** Subject to the Limitations of Use contained in Section 5, Recipient may use Confidential Information only for the purpose of conducting its necessary due diligence and analysis of proposals, preparing counterproposals, preparing for bargaining and bargaining under 11 U.S.C. §§ 1113 and 1114 and, if necessary, in preparing for and litigating a motion by the Debtors for judicial relief under 11 U.S.C. §§ 1113 and 1114 (the "**Business Purpose**"). Nothing herein shall restrict the Recipient's ability to keep union members informed of the status of the negotiations and/or any 1113 and 1114 process, provided however that such information shall not contain, disclose, refer to, or divulge Confidential Information unless (i) the Debtors consent in writing to such disclosure, or (ii) the Recipient receives an Order of the Court pursuant to the procedures provided in Section 4 herein authorizing such disclosure.

4. **Procedure.** If the Debtors believe in good faith that information to be disclosed is Confidential Information, it may so designate that material by stamping or otherwise marking that material with the legend "CONFIDENTIAL," or "HIGHLY CONFIDENTIAL" as appropriate, or by sending a letter designating the material as such. If the Recipient objects to such designation, counsel for the Debtors and the Recipient shall meet and confer. If the Recipient's objection is not resolved following the meet and confer, the Debtors shall provide a written explanation to the Recipient's counsel of the rationale supporting the designation and the Recipient may apply to the Court for an order, to be made after notice to the Debtors and a hearing, that the material sought to be protected is not entitled to such status and protection. In the event of a dispute concerning the designation of confidential material, the material designated as "Confidential" or "Highly Confidential" shall be treated as such until the Court orders to the contrary. The Recipient's acquiescence to a designation of confidentiality shall not prejudice the Recipient's right to, at a later date, object to the designation. Further, neither the Recipient's acquiescence to a designation of confidentiality nor this Order shall prejudice the Recipient's right to seek an order of this Court that would allow employees or retirees of the Debtors who are represented by the Recipient to review Confidential Information subject to the right of the Debtors to appear and object to such request.

5. **Limitations of Use.** Recipient shall use the Confidential Information only for the Business Purpose and shall use reasonable best efforts to hold and maintain the Confidential Information in strict confidence using the same degree of care that the

Recipient uses with respect to its own comparable, highly confidential, or proprietary information. Recipient hereby agrees that Recipient, its Affiliates (as defined below), its Advisors (as defined below), and any Participating Employees or Retirees (as defined below) will use the Confidential Information exclusively for the purpose of the Business Purpose and, without limiting the generality of the foregoing, neither Recipient nor its Affiliates nor its Advisors nor any Participating Employees or Retirees shall use any of the Confidential Information in furtherance of the business of any person or entity other than the Debtors, irrespective of whether such business competes with the Debtors, or for any other purpose whatsoever, other than as contemplated by the Business Purpose. Recipient hereby further agrees that it shall not disclose any Confidential Information to any person or entity and shall safeguard and keep secret the Confidential Information; *provided, however*, that Recipient shall be permitted to disclose Confidential Information to Recipient's officers, employees, subcontractors, and agents (collectively "**Affiliates**"), Recipient's accountants, attorneys, and other confidential advisors (collectively "**Advisors**"), and employees or retirees of the Debtors represented by Recipient who are actively participating in negotiations or preparation for court proceedings under 11 U.S.C. §§ 1113 or 1114 ("**Participating Employees or Retirees**"), but only to the extent that the Recipient reasonably determines that such Affiliates, Advisors, and Participating Employees or Retirees need to know such Confidential Information for the purpose of assisting Recipient in connection with the Business Purpose. For avoidance of doubt, nothing in this Order shall permit Recipient to disclose any Confidential Information to the Bituminous Coal Operators' Association, Inc. ("BCOA") or any of the BCOA's affiliates, trustees, employees, and/or members. Furthermore, to the extent that the United Mine Workers of America Health and Retirement Funds (i.e., any of the plans that provide health and pension benefits to retired coal miners and their eligible dependents, including United Mine Workers of America 1992 Benefit Plan, United Mine Workers of America 1993 Benefit Plan and Trust, United Mine Workers of America 1974 Pension Plan and Trust, and United Mine Workers of America Combined Fund) (collectively "UMWA Funds") participate in negotiations or preparation for court proceedings under 11 U.S.C. §§ 1113 or 1114, the UMWA Funds will enter into separate agreements, substantially in the form of this Order, with the Debtors prior to receiving any Confidential Information. Recipient agrees to be responsible for each reasonably foreseeable breach of this Order by its Affiliates, its Advisors, or by any Participating Employees or Retirees, and Recipient agrees that its Affiliates, its Advisors, and any Participating Employees or Retirees will be advised, prior to any disclosure, by Recipient of the confidential nature of such information. Any person receiving Confidential Information pursuant to this Order shall, prior to any disclosure, execute the statement contained in Appendix A agreeing to be bound by this Order. Except as provided in Section 10, neither the Recipient nor any person receiving Confidential Information pursuant to this Order will disclose to any person or entity the existence, terms, or conditions of the Confidential Information, or any facts to the extent that such disclosure would reveal or compromise the Confidential Information.

6. **Court Filings.** If a party wishes to file with the Court any Confidential Information or any information derived therefrom, such material or information shall be filed with the Court under seal. Upon consultation, this requirement may be waived by

the Debtors, which shall be reasonable in granting such waivers as necessary to avoid needlessly burdening the record with materials and papers filed under seal.

7. **Ownership of Information.** Recipient acknowledges and agrees that any Confidential Information of the Debtors, in whatever form, is the sole property of the Debtors. Neither Recipient nor its Affiliates nor its Advisors nor any Participating Employees or Retirees shall use any of the Confidential Information now or hereafter received or obtained from the Debtors in furtherance of the business of anyone else whether or not in competition with the Debtors, or for any other purpose whatsoever, other than as contemplated by the Business Purpose. Recipient agrees that upon the written request of, and as directed by, the Debtors it shall either return such Confidential Information to the Debtors or shall destroy such Confidential Information as so directed; *provided*, documents prepared by Recipient using Confidential Information will be destroyed and not provided to the Debtors; *provided further* however, that if Recipient has presented or provided materials derived from the Confidential Information of the Debtors to its executive board or any committee thereof, then Recipient may retain a copy of such materials for its corporate records or other legitimate internal corporate governance purposes, provided that Recipient shall continue to treat such materials as Confidential Information in accordance with the terms of this Order, notwithstanding any termination thereof.

8. **Exclusions.** Recipient shall have no obligation under this Order as to Confidential Information which: (a) is known to Recipient at the time of disclosure, without obligation of confidentiality; (b) is independently developed by Recipient without reference to or use of the Debtors' Confidential Information (or the confidential information of another party); (c) becomes known to Recipient from another source, unless the Recipient knows or reasonably believes that such other source was subject to a confidentiality restriction at the time of disclosure to Recipient; (d) is or becomes part of the public domain through no wrongful act of Recipient; (e) is disclosed in connection with collective bargaining and is not among the items of Confidential Information specifically identified by category in Section 1 above; or (f) is disclosed publicly pursuant to any judicial or governmental request or order; provided that, unless requested not to do so by the judicial or governmental entity, Recipient takes reasonable steps to give the Debtors sufficient prior written notice so that the Debtors may seek (with the reasonable cooperation of Recipient and at the Debtors' expense) a protective order to contest or limit the scope of such request or order as much as possible.

9. **Injunctive Relief.** Money damages would not be a sufficient remedy for any breach or threatened breach of this Order and the Debtors shall be entitled to specific performance and injunctive or other equitable relief for any such breach or threatened breach by appropriate action in the Bankruptcy Court.

10. **Compelled Disclosure.** If Recipient or any of its Affiliates, its Advisors, or Participating Employees or Retirees is legally compelled (whether by regulatory request, deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any Confidential Information, Recipient shall

immediately notify the Debtors in writing of such requirement so that the Debtors may seek a protective order or other appropriate remedy and/or waive compliance with the provisions hereof. Recipient will use its best efforts, at the Debtors' expense, to assist the Debtors in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, Recipient may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that Recipient has been advised by written opinion of counsel reasonably acceptable to the Debtors that it is legally compelled to disclose; *provided, however*, that Recipient agrees to use its best efforts to obtain assurance, at no cost to Recipient, that confidential treatment will be accorded such Confidential Information by the person or persons to whom it is disclosed.

11. **Securities Law Compliance.** Recipient acknowledges and is aware that federal and many state securities laws prohibit any person who has received from an issuer material, nonpublic information from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

12. **General.** No waiver of any breach or default shall be deemed or construed to constitute a waiver of any other violation or other breach of any of the terms, provisions, and covenants contained in this Order, and forbearance to enforce one or more of the remedies provided on an event of default will not be deemed or construed to constitute a waiver of the default or of any other remedy provided for in this Order.

IN WITNESS WHEREOF, a duly authorized representative of each party hereby stipulates to entry of this Order as of the date first written above.

PATRIOT COAL CORPORATION

UNITED MINE WORKERS OF AMERICA

By: /s/ Joseph W. Bean
Joseph W. Bean

By: /s/ Grant Crandall
Grant Crandall

Senior Vice President & General Counsel,
Patriot Coal Corporation

General Counsel,
United Mine Workers of America

IT IS SO-ORDERED:

October 9, 2012
New York, New York

/s/ Shelley C. Chapman
HONORABLE SHELLEY C. CHAPMAN
UNITED STATES BANKRUPTCY JUDGE

APPENDIX A

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

----- X
: Chapter 11
In re: :
: Case No. 12-12900 (SCC)
PATRIOT COAL CORPORATION, *et al.*, :
: (Jointly Administered)
Debtors. :
: STIPULATED PROTECTIVE
: ORDER
----- X

CERTIFICATION

1. My name is _____.
2. My business address is _____.
3. I am employed as (state position) _____.
4. by (state name and address of employer) _____
_____.

5. I have read the Stipulated Protective Order executed by the Debtors in the above-captioned matter and the United Mine Workers of America (the "Order"). I understand the Order and agree to be bound by its terms.

6. I further understand that federal and many state securities laws prohibit any person who has received from an issuer material, nonpublic information from purchasing or selling securities of such issuer or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

7. I declare under penalty of perjury that the foregoing is true and correct.

Executed this ____ day of _____, _____
by _____

Signed: _____

EXHIBIT 7

**PATRIOT COAL CORP.
INFORMATION REQUEST
OCTOBER 31, 2012**

1. Complex-level quarterly financial statements for FY 2009, 2010, 2011.
 - o Format similar to "Bottom line package by complex" file 1.2.5.5.1
2. Entity-level quarterly financial statements for FY 2009, 2010, 2011 and 2012 YTD (through September) -
 - o Format similar to "Consolidating Income Statement Drillable (May 2012).CONFIDENTIAL" file 1.2.6.33
3. Additional detail regarding labor and labor-related expenses for each legal entity broken out by union, non-union and contractor for the period 1Q'10-3Q'12, including:
 - o Wages
 - o Regular
 - o Overtime
 - o 1974 Pension Contribution
 - o 401(k) contribution
 - o Other remuneration (provide detailed description of each type, in addition to amount.)
4. Complete list of all SG&A/corporate overhead expenses for FY'10,11 and YTD'12, including the detail and explanation of how corporate overhead expenses were allocated to each legal entity for FY'10,11 and YTD'12
5. All restructuring initiatives undertaken since 2010 at both the corporate and legal entity level, including:
 - o Targeted savings
 - o Savings realized
 - o Date /period implemented
 - o Cost to implement
6. In excel, a full and complete census showing each individual union employee, please indicate employee indicator, DOB, DOH, base salary, other compensation (incentive, bonus, etc), hours worked, overtime hours/double time/ triple time, wage rate, job grade, 401(k) deferral, 401(k) employer match, paid time off eligibility, extended healthcare participation, clothing allowance, current severance eligibility, any other benefits. Within this census also include indicator for OPEB plan participation/active medical plan participation, eligibility to participate in OPEB, compensation used to calculate OPEB benefit, status (Terminated vested, retiree, fully eligible actives, not fully eligible actives), separate APBO and service cost for Health and life insurance, health plan enrollment (medical, dental, life, etc), for each health plan coverage elected (single, employee +1, etc). For the excel showing APBO benefits, please provide the version used by the actuaries.
7. In Excel, the complete seven (7) mortality tables listed on page 24 of the 2012 OPEB report (5 for Healthy Mortality and 2 for Disabled Mortality). While we can probably reconstruct the tables from the descriptions provided, we want to ensure that we have the correct qx's.
8. The complete withdrawal tables for the four(4) groups shown on page 25 of the 2012 OPEB report.
9. The complete disability tables for the two(2) groups shown on page 25 of the 2012 OPEB report.

EXHIBIT 8

From: Mazzotti, Joseph <jmazzotti@alixpartners.com>
Sent: Wednesday, December 19, 2012 8:41 PM
To: adam.rosen@us.pwc.com
Cc: 'Art Traynor'; 'Hatfield, Ben'; bruce.m.buchanan@us.pwc.com; 'Buschmann, Mark'; 'Lucha, Dale'; 'Hartsog, Kent'; Moskowitz, Elliot; 'Grant Crandall'; 'Huffard, Flip'; 'Bean, Joe'; 'Lushefski, Jack'; 'Judy Rivlin'; Huebner, Marshall S.; 'Luna, Michael'; perry.mandarino@us.pwc.com; fp@previant.com; Hiltz, Ken
Subject: Status Update of PWC Data Requests
Attachments: 12-19-12 Status Report in Response to PWC data request of 10-31-12.pdf; 12-19-12 Status Report in Response to PWC data request of 11-30-12.pdf; 12-19-12 Status Report in Response to PWC data request of 11-19-12.pdf; 12-19-12 Status Report in Response to PWC data request of 12-10-12.pdf; 12-19-12 Status Report in Response to PWC data request of 12-12-12.pdf; 12-19-12 Status Report in Response to PWC data request of 12-14-12.pdf

Adam,

Attached please find six status update documents in response to your data requests. With respect to your data requests dated 10/31/12, 11/19/12, 11/30/12, and 12/10/12; we regard all of the items on each of these data requests as complete, with the sole exception of one element from item 9 of the 11/19/12 request - the SPD for the 90/10 plan (which does not yet exist, but will be provided as soon as available).

As you know, you and the UMWA continue to make requests orally at meetings and on conference calls, to which we continue to be responsive and have posted additional documents to the data room. To be clear, such oral requests are not reflected in the attached status reports. As we noted earlier, it would be helpful if you would set forth any such oral requests in writing and indicate whether any remain outstanding at this time.

Regards,

Ken Hiltz and Joe Mazzotti

Joe Mazzotti

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12/19/12 Status Report in Response to PWC Information Request dated 10/31/12

Pg 3 of 16

| PWC Request: | Status: |
|---|--|
| 1. Complex-level quarterly financial statements for FY 2009, 2010, 2011. Format similar to "Bottom line package by complex" file 1.2.5.5.1 | Posted to data room on 11/15 as 1.2.11.1 Complete |
| 2. Entity-level quarterly financial statements for FY 2009, 2010, 2011 and 2012 YTD (through September) - Format similar to "Consolidating Income Statement Drillable (May 2012).CONFIDENTIAL" file 1.2.6.33 | Posted to data room on 11/15 as 1.2.11.2 and 1.2.11.3 Complete |
| 3. Additional detail regarding labor and labor-related expenses for each legal entity broken out by union, non-union and contractor for the period 1Q'10-3Q'12, including: - Wages - Regular - Overtime - 1974 Pension Contribution - 401(k) contribution - Other remuneration (provide detailed description of each type, in addition to amount) | This items is very similar to item 7 of the 11/19 data request; having requested confirmation that the response to item 7 of the 11/19 data request satisfies this request, and having received no response, we regard this item as Complete |
| | FY '10 and '11 posted to data room on 11/6 as 1.2.11.4; FY '12 posted on 11/9 as 1.2.11.5 Complete |
| 5. All restructuring initiatives undertaken since 2010 at both the corporate and legal entity level, including: - Targeted savings - Savings realized Date /period implemented - Cost to implement | Presentation accompanying 1113/1114 proposals provided descriptions of initiatives – posted 11/15 as 1.2.13 and 1.2.15; additional detail requested 11/19 – see item 3 under response 11/19 request Complete |

12/19/12 Status Report in Response to PWC Information Request dated 10/31/12

| PWC Request: | Status: |
|---|--|
| 6. In excel, a full and complete census showing each individual union employee, please indicate employee indicator, DOB, DOH, base salary, other compensation (incentive, bonus, etc), hours worked, overtime hours/double time/ triple time, wage rate, job grade, 401(k) deferral, 401(k) employer match, paid time off eligibility, extended healthcare participation, clothing allowance, current severance eligibility, any other benefits. Within this census also include indicator for OPEB plan participation/active medical plan participation, eligibility to participate in OPEB, compensation used to calculate OPEB benefit, status (Terminated vested, retiree, fully eligible actives, not fully eligible actives), separate APBO and service cost for Health and life insurance, health plan enrollment (medical, dental, life, etc), for each health plan coverage elected (single, employee +1, etc). For the excel showing APBO benefits, please provide the version used by the actuaries. | Most of this data was posted to the data room on 11/15 as 1.2.11.6; an additional file containing union benefit elections was posted on 11/20 as 1.2.11.7; an updated report with individual liability has been prepared by Mercer and was posted to the data room as 1.2.12.34 on 12/10/12. Complete |
| 7. In Excel, the complete seven (7) mortality tables listed on page 24 of the 2012 OPEB report (5 for Healthy Mortality and 2 for Disabled Mortality). While we can probably reconstruct the tables from the descriptions provided, we want to ensure that we have the correct qx's. | Posted to the data room on 11/15 as 1.2.11.8 Complete |
| 8. The complete withdrawal tables for the four (4) groups shown on page 25 of the 2012 OPEB report. | Posted to the data room on 11/15 as 1.2.11.8 Complete |
| 9. The complete disability tables for the two(2) groups shown on page 25 of the 2012 OPEB report. | Posted to the data room on 11/15 as 1.2.11.8 Complete |

12/19/12 Status Report in Response to PWC Information Request dated 11/19/12

| PWC Request: | Status: |
|--|--|
| <p>1. Excel version of business plan reflected in the §1113/1114 proposal presentation</p> <p>Supplemental request made via email on 11/26/12 for “functioning version of the business plan model”</p> | <p>Posted to the data room on 11/20 as 1.2.2.1; with respect to the supplemental request, the model was posted to the data room on 12/3/12</p> <p>Complete</p> |
| <p>2. Excel version of the business plan that does not contemplate §1113/1114 savings – e.g. model the "Cash Without 1113/1114 Savings" from page 32 of the presentation is based on</p> | <p>Posted to the data room on 11/20 as 1.2.2.2</p> <p>Complete</p> |
| <p>3. List of all actions already taken to conserve cash, including date implemented, cash savings by year and cost to implement – e.g. support and detail behind the 2nd bullet on page 9, 3rd bullet of page 27 and page 28 of the 1113/1114 proposal presentation</p> | <p>The company has assembled and posted a variety of support documents addressing this request; item 1.2.12.1 was posted 11/21/12; 1.2.12.2 – 1.2.12.5 and 1.2.12.17 were posted 11/27/12; item 1.2.12.21 was posted on 11/28/12</p> <p>Complete</p> |
| <p>4. Further detail of all post-filing cash savings initiatives referenced on page 29 of the § 1113/1114 proposal presentation</p> | <p>The company has assembled and posted a variety of support documents addressing each line item on page 29; item 1.2.12.22 was posted to the data room on 11/28/12</p> <p>Complete</p> |
| <p>5. Detail of all proposed savings related to corporate positions and non-unionized mines assumed in the business plan</p> | <p>Certain of the documents being assembled for items 3 and 4 will address this</p> <p>Complete</p> |
| <p>6. Copies of any diligence reports or solvency opinions prepared in connection with the Peabody and Arch transactions</p> | <p>Items 1.2.12.36 and 1.2.12.37 were posted on 12/12/12</p> <p>Complete</p> |

12/19/12 Status Report in Response to PWC Information Request dated 11/19/12

| PWC Request: | Status: |
|--|--|
| <p>7. For each mine, please provide: By category, for each quarter beginning 1Q'09, through present and projections through 2016.</p> <p>A. # of union employees</p> <ul style="list-style-type: none"> -Wages - Regular - Overtime - 1974 Pension Contribution - 401(k) contribution - Other remuneration (provide detailed description of each type, in addition to amount.) <p>B. Non-union employee</p> <ul style="list-style-type: none"> -Wages - Regular - Overtime - Pension or other defined benefit retirement plan contribution - 401(k) contribution - Other remuneration (provide detailed description of each type, in addition to amount.) <p>C. # of contractor employees</p> <ul style="list-style-type: none"> - Total cost of contractors at operation - Wages - Regular - Overtime | <p>Items 1.2.12.22 and 1.2.12.23, which address the 1974 Pension Contribution information requested in 7A, were posted on 11/30/12; items 1.2.12.31 and 1.2.12.32, which address the remaining parts of 7A and 7B, were posted on 12/3/12</p> <p>With regard to item 7 C, we do not have access to the requested staffing details or wage information for our contract miners, since they are independently owned and operated by unaffiliated third parties</p> <p>Complete</p> |

12/19/12 Status Report in Response to PWC Information Request dated 11/19/12

| PWC Request: | Status: |
|---|---|
| <p>8. For each mine, a summary of total labor costs for each of the past two full years and YTD (2010, 2011, and YTD 2012), broken out as follows:</p> <ul style="list-style-type: none"> - Total straight time wages and total number of straight time hours worked - Total overtime wages and total number of overtime hours worked - Total of all other wage payments (e.g., shift differentials) and supporting details of hours worked for such payments - Total paid time off payments, broken out by vacation, holiday, sick time, personal time, or other pertinent categories - Total hours worked for which contributions into the various UMWA multiemployer pension and health & welfare funds were required, and total amounts paid into each such fund - Total contributions into the UMWA multiemployer pension or H&W funds that were dependent on coal purchases, as stipulated in the relevant CBAs, and the basis for such payments (e.g., units of coal and applicable contribution amount) - Total P&L expense incurred for retiree medical obligations (e.g., FAS 106 expense - not cash benefit costs) - Payroll taxes paid for FICA, Medicare, and state and federal unemployment taxes - Any bonus, profit sharing, or other similar payments - Workers compensation expense - Another other compensation expense not otherwise specified above | <p>Regarding bullet 6, Patriot has no UMWA plan contributions based on coal purchases</p> <p>Regarding bullet 7, the company posted items 1.2.12.24 and 1.2.12.25 on 11/30/12</p> <p>Regarding other parts of this request, the company developed an extract from our payroll system in order to assemble most of the data needed. The data was posted as item 1.2.12.33 on 12/4/12</p> <p>Complete</p> |
| <p>9. Per the section 1113/1114 proposal, please provide summary plan descriptions (SPDs) for current active employee benefits (both union and non-union) and for proposed 90/10 plan.</p> | <p>A portion of non-union employee benefit summary plan descriptions were posted to the data room on 10/12/12. They can be found in folder 1.4 MEPP & Healthcare Documents, sub-folder 1.4.1 Active & Non-Represented Hourly.</p> <p>The current UMWA welfare benefit plan summary plan description was also</p> |

12/19/12 Status Report in Response to PWC Information Request dated 11/19/12

| PWC Request: | Status: |
|--|--|
| | <p>posted to the data room on 10/10/12. This can be found in sub-folder 1.4.3 UMWA</p> <p>Additional SPDs were posted as items 1.2.12.6 – 1.2.12.16 on 11/27/12</p> <p>On 11/27/12, we posted items 1.2.12.18 – 1.2.12.20, the 2013 open enrollment guides, describing the 2013 non-union employee benefits program and changes from 2012.</p> <p>Complete with the exception of the summary plan description (SPD) for the new 90/10 plan, which has not yet been prepared – it will be provided when available</p> |
| <p>10. In excel, a full and complete census showing each individual union employee, please indicate employee indicator, DOB, DOH, base salary, other compensation (incentive, bonus, etc), hours worked, overtime hours/double time/ triple time, wage rate, job grade, 401(k) deferral, 401(k) employer match, paid time off eligibility, extended healthcare participation, clothing allowance, current severance eligibility, any other benefits. Within this census also include indicator for OPEB plan participation/active medical plan participation, eligibility to participate in OPEB, compensation used to calculate OPEB benefit, status (Terminated vested, retiree, fully eligible actives, not fully eligible actives), separate APBO and service cost for Health and life insurance , health plan enrollment (medical, dental, life, etc), for each health plan coverage elected (single, employee +1, etc) - or the excel showing APBO benefits, please provide the version used by the actuaries</p> <p>Supplemental request made via email on 11/26/12 to “include on file 1.2.11.6: 1) Union indicator (i.e., Apogee, Hobet, Fairley Eagle, etc) 2) Medical coverage by tier (employee, employee + 1, family, etc)”</p> | <p>Most of the data was posted to the data room the week of 11/12/12. This information can be found in documents 1.2.11.6. An additional file was posted as 1.2.11.7 on 11/20/12. We do not currently possess an individual liability breakdown for the 2012 Actuarial Valuation Report. An updated report with individual liability has been prepared by Mercer and was posted to the data room as 1.2.12.34 on 12/10/12.</p> |

12/19/12 Status Report in Response to PWC Information Request dated 11/19/12

| PWC Request: | Status: |
|--|--|
| <p>Additionally, a request was made for a conference call with Mercer to discuss the census file provided with document 1.2.11.8</p> <p>During the conference call with Mercer, an additional request was made for listings of company and mine codes to facilitate interpretation of the reports previously provided</p> | <p>With regard to the supplemental request, the company posted the additional requested information as 1.2.11.9 on 12/5/12</p> <p>With regard to the request for a conference call with Mercer, the call was conducted on 11/29/12; the company and mine codes listings requested during the call were added to the data room on 12/1/12 as document 1.2.12.27 and 1.2.12.28</p> <p>Complete</p> |
| <p>11. Per the section 1113/1114 proposal, please provide employee benefit and compensation plans/policies Fringe/ P&L costs (e.g., retirement, health and welfare, other incentive compensation, deferred compensation, paid time off, etc.) for non-union employees. Please also provide costs as a percentage of pay.</p> <p>Clarification made via email on 11/26/12 to “please provide current non-union employee fringe cost (as a percentage of base pay) for each of the benefit plans (i.e., retirement, health and welfare, paid time off, etc)”</p> | <p>The company has supplemented the documents provided in response to item 9 with additional incentive compensation materials, posted as 1.2.12.29 and 1.2.12.30 on 12/1/12.</p> <p>The company also requested clarification on 11/21/12 with respect to the percentage of pay question. Based on the clarification provided, the company posted item 1.2.12.35 on 12/12/12</p> <p>Complete</p> |

12/19/12 Status Report in Response to PWC Information Request dated 11/30/12

| PWC Request: | Status: |
|---|--|
| 1. Please provide an indicator separating employees into the 4 bargaining unit buckets in file #1.2.14 (i.e., 2011 Gateway Eagle CBA, Other Gateway arrangements, Highland labor agreement, 2011 Apogee, Eastern Heritage and Hobet CBA). | Item 1.2.18.1 was posted on 12/3/12 Complete |
| 2. Please provide hours worked for the 1974 pension contributions, 1993 benefit trust contributions, service payment, retiree bonus contribution, inexperienced miner payment, etc in the census file #1.2.11.6 (if different than regular hours worked). | Items 1.2.18.14-16 posted on 12/15/12 Complete |
| 3. Please provide an indicator for pension opt-out in the census file (#1.2.11.6). | No employees have opted out Complete |
| 4. For 2013-2016, please break out budgeted headcount and hours into the 4 bargaining units described above (i.e., 2011 Gateway, other Gateway, etc). These figures should reflect the projected savings over the same period in file #1.2.14. For budgeted hours, please separate hours into regular/overtime/Saturday/Sunday/Holiday and 1st shift/2nd shift/3rd shift. | Items 1.2.18.11 and 1.2.18.12 were posted on 12/5/12 Complete |
| 5. Per the 1113 proposal, please provide wages for employees with job grades of S6 or U6 (found in census file #1.2.11.6) | We sent an email to PWC on 12/3/12 explaining our confusion by the wording of request # 5, and indicating that S6 and U6 are not contract pay grades, but are utilized to avoid technical limitations in our payroll system. Per PWC's status of 12/6/12, we regard this as completed. Complete |
| 6. Please provide the wage rates for non-union surface mines, preparation plants, and surface facilities for deep mines. What rates were used to calculate the savings in items 2 and 3 in #1.2.14? | Item 1.2.18.3 was posted on 12/3/12; additionally, item 1.2.18.11 posted in response to item 4 contains the rates requested Complete |
| 7. Please provide support for projected savings during 2013-2016 for item 11 "Retiree Bonus Contributions" in file #1.2.14. | Item 1.2.18.2 was posted on 12/3/12 Complete |

12/19/12 Status Report in Response to PWC Information Request dated 11/30/12

| PWC Request: | Status: |
|--|---|
| 8. Please provide support for projected savings during 2013-2016 for items 20 and 21 ("Health Care" and "Extended Health Care") in file #1.2.14, including layoff rates and projected COBRA premiums. | Item 1.2.18.5, relating to projected COBRA premiums, was posted on 12/3/12; Item 1.2.18.6, related to Extended Health Care savings, was posted on 12/4/12; item 1.2.18.13, related to Health Care was posted on 12/6/12 Complete |
| 9. Please provide support for projected savings during 2013-2016 for items 22 through 25 ("Work Rules") in file #1.2.14, including backup of the savings calculation. | Items 1.2.18.7 – 1.2.18.10 were posted on 12/4/12 Complete |
| 10. Please provide the name and date of birth of retirees, disabled retirees and surviving spouses who were acquired by Patriot as part of the Peabody transaction (those who were medical eligible). The date of the data can be as of the date of separation or as of date of the valuation data | Item 1.2.18.4 was posted on 12/3/12 Complete |

12/19/12 Status Report in Response to PWC Information Request dated 12/10/12

| PWC Request: | Status: |
|--|---|
| <p>1. Any analysis or schedule prepared by the Debtors and/or their advisors that detail creditor recoveries and Plan of Reorganization structures</p> | <p>At this time, neither the Company nor its advisors have prepared any analyses that are responsive to requests 1-3. Due to the complexity and uncertainty around a number of key factors in the Chapter 11 cases that are expected to have a considerable impact on any such analyses, the timing of any such analyses still remains uncertain. We would be happy to explain these issues in greater detail</p> <p>Complete</p> |
| <p>2. To the extent not explicitly covered above, any analysis quantifying the value of the "allowed unsecured claims against Patriot's estate", as referenced in the Section 1114 proposal and further discussed at the November 29th meeting</p> | |
| <p>3. Any valuation materials prepared by the Debtors and/or their advisors in support of the abovementioned analyses</p> | |
| <p>4. A copy of the "Bank Plan", including all financial statements and assumptions, as reflected in the December 5th report to the UCC</p> | <p>We emailed a copy of the model, and posted as item 1.2.22.1 on 12/12/12</p> <p>Complete</p> |
| <p>5. Copies of alternative Section 1113 and 1114 proposals developed and evaluated by the Debtors prior to November 15th</p> | <p>Neither the Company nor its advisors have prepared "alternative Section 1113 and 1114 proposals." To the extent the UMWA is requesting prior, non-final drafts of the proposals delivered to the UMWA on November 15, 2012, any such materials are protected from disclosure by the attorney-client privilege and attorney work-product doctrine.</p> <p>Complete</p> |

12/19/12 Status Report in Response to PWC Information Request dated 12/12/12

| PWC Request: | Status: | | | | | | | | | | | | | | | | | | | | |
|--|---|-------------|-------------|-------------|-------------|-------------|------|------|------|------|-------------|-------|-------|-------|-------|----------------|------|------|------|------|---|
| <p>1. Please run a scenario of the business plan and provide the model output based on the following increases over the Company's forecast at each respective complex:</p> <table data-bbox="191 467 756 613"> <thead> <tr> <th></th> <th><u>2013</u></th> <th><u>2014</u></th> <th><u>2015</u></th> <th><u>2016</u></th> </tr> </thead> <tbody> <tr> <td>CAP Thermal</td> <td>3.5%</td> <td>5.5%</td> <td>7.9%</td> <td>2.5%</td> </tr> <tr> <td>NAP Thermal</td> <td>14.1%</td> <td>18.2%</td> <td>15.0%</td> <td>12.0%</td> </tr> <tr> <td>Illinois Basin</td> <td>4.7%</td> <td>9.0%</td> <td>7.5%</td> <td>6.8%</td> </tr> </tbody> </table> <p>Please note that the sensitivity should be run for uncontracted tonnage in these periods.</p> <p>Can you also run a scenario and provide the model output based on the Seth Schwartz/EVA prices, as shown on page 10 of the December 5th UCC presentation?</p> | | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> | CAP Thermal | 3.5% | 5.5% | 7.9% | 2.5% | NAP Thermal | 14.1% | 18.2% | 15.0% | 12.0% | Illinois Basin | 4.7% | 9.0% | 7.5% | 6.8% | <p>In progress; will be posted when available</p> |
| | <u>2013</u> | <u>2014</u> | <u>2015</u> | <u>2016</u> | | | | | | | | | | | | | | | | | |
| CAP Thermal | 3.5% | 5.5% | 7.9% | 2.5% | | | | | | | | | | | | | | | | | |
| NAP Thermal | 14.1% | 18.2% | 15.0% | 12.0% | | | | | | | | | | | | | | | | | |
| Illinois Basin | 4.7% | 9.0% | 7.5% | 6.8% | | | | | | | | | | | | | | | | | |
| <p>2. Please provide identifying information for each of individuals referenced in DR Doc. 1.3.6.26 and 1.3.6.27, and in addition, for any individual employed by Peabody Coal Company (PCC) who was disabled in a mine accident prior to 12/31/2006.</p> <ul style="list-style-type: none"> • Name • Social security number or employee ID • Date of birth • Dates of employment with PCC • To the extent known, prior dates of employment with any other signatory to the NBCWA and name of such company • Last day worked with PCC in coal mine employment • Total credited service • Medical Coverage tier (employee only, employee +1, family) • If applicable, date of disability • If applicable, date the individual applied for benefits under the Individual Employer Plan • Name and location of last employer and coal mine employment. | <p>In progress; will be posted when available</p> | | | | | | | | | | | | | | | | | | | | |

12/19/12 Status Report in Response to PWC Information Request dated 12/12/12

| PWC Request: | Status: |
|--|---|
| <p>If the data requested is already included in the Mercer census files, please provide sufficient identifying information (e.g., names and employee ids) in Excel so that we can match up the files. Otherwise, please provide the data requested in Excel format.</p> | |
| <p>3. Please identify the source of information used by the Company in preparing its responses contained in DR 1.3.6.26 and DR 1.3.6.27, and please identify the Company employee familiar with this process so that we may speak with him/her for further details. In particular, please confirm whether the Company has at its disposal sufficient sources of information to identify the following individuals (many of whom were identified by the Company in group 1 of DR 1.3.6.27), and whether any of the following individuals are not identified in DR documents 1.3.6.26 and 1.3.6.27. If this request results in the identification of any additional individuals not already identified above, please provide the same census data requested above.</p> <p>Any Individual who:</p> <ul style="list-style-type: none"> • Was employed by Peabody Coal Company (PCC) immediately prior to his last day of coal mine employment; • Had a vested right to receive retiree health benefits under the NBCWA Individual Employer Plan as of December 31, 2006 by virtue of either (a) having 20 years of signatory service; (b) having attained age 55 with 10 years of service; or (c) becoming disabled due to a mine accident; and • Retired from coal mine employment as of December 31, 2006 and did not thereafter return to employment with any company signatory to a labor agreement that requires the employer to provide health benefits to its MUWA retirees. | <p>In progress; will be posted when available</p> |

12/19/12 Status Report in Response to PWC Information Request dated 12/14/12

| PWC Request: | Status: |
|---|---|
| 1. The narrative regarding intercompany allocation (the different methodologies and rationale behind differences at multiple locations) discussed on the 12/13 call | Posted items 1.2.25.7 and 1.2.25.8 to the data room on 12/19/12 Complete |
| 2. Examples of intercompany allocation at the mine and complex level | Posted items 1.2.25.1-1.2.25.3 to the data room on 12/19/12 Complete |
| 3. Contract level detail that supports the 2013 revenue forecast | Posted item 1.2.25.4 to the data room on 12/19/12 Complete |
| 4. Mine-by-mine forecasts, analysis and schedules that support the complex level projections | Posted items 1.2.25.5 and 1.2.25.6 to the data room on 12/19/12 Complete |
| 5. Employee break-out of the below items for each year of the forecast – SGA - Salaries – SGA - Stock Options – SGA - Incentive Comp-Salaried | In item 1.2.2.3 (PCX_Model_FINAL_LIVE_121105.xls), please refer to rows 538 & 541-543 on the “Raw IS Drive” tab |

12/19/12 Status Report in Response to PWC Information Request dated 12/14/12

| PWC Request: | Status: |
|--|--|
| 6. A break-out of "Outside Services" for each complex | In item 1.2.2.3 (PCX_Model_FINAL_LIVE_121105.xls), please refer to rows 236-268 on the "Raw IS Drive" tab Complete |
| 7. Is the Management Annual Incentive Compensation Plan still active? If so, please provide: – The performance goals and target for FY'11 - FY'13 – Payments made under the plan for FY'11 and FY'12 | In progress; will be posted when available |
| 8. Explanation of the 'Other' complex-level worksheet included in the business plan | The "Other" complex level worksheet is incorrectly labeled in item 1.2.2.3 as "Dodge Hill Business Unit;" it actually includes all the costs not at a complex level (i.e. closed mines, regional costs, SG&A, etc.). This worksheet bridges the complex worksheets to the consolidated worksheet Complete |

EXHIBIT 9
FILED UNDER SEAL

EXHIBIT 10



BENNETT K. HATFIELD
President and Chief Executive Officer
(314) 275-3638 Direct (Corporate)
(304) 380-0264 Direct (Charleston)
(304) 380-0384 Fax
bhatfield@patriotcoal.com

November 15, 2012

Mr. Cecil E. Roberts
President
United Mine Workers of America
18354 Quantico Gateway Drive, Suite 200
Triangle, Virginia 22172

RE: Proposed Modifications to Collective Bargaining Agreements and Retiree
Healthcare Benefits Pursuant to Sections 1113 and 1114 of the Bankruptcy Code

Dear Mr. Roberts:

As you know, on July 9, 2012, Patriot Coal Corporation and substantially all of its subsidiaries (collectively, "Patriot" or the "Debtors") each filed a petition in the Bankruptcy Court for the Southern District of New York pursuant to Chapter 11 of the Bankruptcy Code. Patriot made the difficult decision to take this step only after exhausting all other available options to increase efficiency and reduce costs, and after seeking additional sources of financing in response to an unprecedented drop in coal demand and prices. Our industry is confronted with a daunting market challenge from the combined effects of low natural gas prices, an extremely mild winter, overstocked utilities, increasingly adverse regulatory compliance requirements, and the depressed national and global economies. These developments have created demand shifts and downward price pressures that are changing the competitive landscape in the eastern coal fields and pose severe and immediate threats to Patriot's viability. At the same time, Patriot's labor and retiree healthcare obligations have risen to levels that simply cannot be sustained amid the challenges facing the company and our industry. Patriot's unionized workforce receives a compensation and benefits package that is well above the level of employees at its non-union subsidiaries and competitors, and Patriot's retiree healthcare obligations now exceed \$1.3 billion.

These obligations threaten the very survival of the company. The Debtors lost \$139 million in 2011 and \$645 million for the nine months ended September 30, 2012. Given the magnitude of our post-retirement obligations and their tremendous impact on Patriot's ability to continue operations as a financially viable entity, we are proposing modifications pursuant to Sections 1113 and 1114 of the Bankruptcy Code.

Patriot is keenly aware that these proposed modifications may result in significant changes for its employees, retirees and their families. But the survival of the company – and its ability to provide jobs, benefits and healthcare – is at stake. Reorganization under Chapter 11, if successful, will allow us to avoid liquidation and maintain jobs and benefits for thousands of employees and their families, as well as provide meaningful contributions toward the healthcare

November 15, 2012

costs of retirees and their dependents. If we are unable to achieve the changes necessary to reorganize, all of our union and non-union jobs will be lost, and thousands of retirees and their family members will be without healthcare.

Section 1113 Proposals

As you know, a number of Patriot's subsidiaries, such as Apogee, Eastern, Heritage, Highland and Hobet, are covered by collective bargaining agreements and schedule agreements with the United Mine Workers of America with labor costs that are substantially greater than those at Patriot's non-represented subsidiaries and competitors. In order to survive, Patriot's UMWA-represented companies will need to secure long-term market-level wage stability, work rule modifications and significant reductions in benefit costs.

The enclosed Section 1113 proposals seek to accomplish the necessary cost reductions through work rule modifications, wage adjustments and changes to benefit programs. These proposals are designed to make Patriot's unionized subsidiaries competitive with other coal producers who operate under more flexible work rules and a significantly lower labor cost structure.

- Tab A sets forth the changes proposed for the labor agreement currently in effect at Heritage Coal Company, Eastern Associated Coal Company, Apogee Coal Company and Hobet Mining Company. With the exceptions of the Schedule Agreements for the Guyan Mine (Apogee) and the Hill Fork Mine (Hobet), the agreements for these companies are essentially identical to the National Bituminous Coal Wage Agreement of 2011.
- Tab B sets forth the proposed changes to the agreement currently in effect at Highland Coal Company.
- Tab C sets forth the proposed changes to the agreements currently in effect at Gateway Coal Company's Gateway Eagle, Gateway Sugar Maple, Campbell's Creek No. 10 and Farley Eagle Mines.
- Tab D sets forth proposals for the agreements currently in effect at Colony Bay, Mountain View, Pine Ridge and Rivers Edge – all of which are signatory subsidiaries that currently have no coal production and no UMWA-represented employees.

Mr. Cecil E. Roberts
November 15, 2012

Section 1114 Proposal

Among the most significant impediments to our ability to successfully reorganize are substantial and unsustainable healthcare costs to UMWA-represented workers and retirees. As of January 1, 2012, the actuarial liability for providing NBCWA retiree healthcare for Patriot's signatory companies exceeded \$1.3 billion, and these subsidiaries are projected to spend more than \$71 million in 2012 alone for such obligations. In addition, certain Patriot subsidiaries are also obligated to provide benefits to approximately 2,240 retirees and beneficiaries covered by the Coal Industry Retiree Health Benefit Act of 1992 ("Coal Act"). As of January 1, 2012, the actuarial liability for providing these Coal Act benefits is estimated at \$140 million, and Patriot subsidiaries are expected to spend approximately \$15 million in 2012 alone to fulfill their Coal Act obligations. To be clear, these amounts do not include approximately \$700 million of additional retiree health care obligations assumed by Peabody Energy in connection with our October 2007 spin-off, although certain of our subsidiaries retain either secondary or joint and several liability for those obligations.

The enclosed Section 1114 proposal seeks to modify Patriot's contribution to healthcare benefits for UMWA-represented retirees to a level the company can afford. We very much recognize and appreciate the lifetime of efforts and commitment that Patriot's retirees have given to our company and this nation. Given Patriot's extremely challenged financial condition, we believe the enclosed proposal provides the most sustainable and realistic opportunity for continued quality retiree healthcare coverage for those retirees that would supplement benefits available through Medicare and other funding sources. It is important to note that the proposal does not contemplate an elimination of retiree healthcare coverage. Rather, Patriot is proposing to modify and restructure retiree healthcare to a level and structure it can sustain. Nor is Patriot proposing to modify benefits for Coal Act retirees – those benefits would remain unchanged by this proposal.

* * *

As you know, we have assembled and opened a data room to make available to you the appropriate financial information and other materials to assist you in evaluating these proposals.

We welcome the opportunity to continue to discuss the troubling state of our industry, the competitive challenges facing Patriot, and these proposed changes in our labor contracts and retiree healthcare benefits.

Sincerely,



Bennett K. Hatfield

Enclosures

cc: Dale Lucha

EXHIBIT 11
FILED UNDER SEAL

EXHIBIT 12
FILED UNDER SEAL

EXHIBIT 13

| # | Requested Item |
|---|---|
| 1 | Excel version of business plan reflected in the §1113/1114 proposal presentation |
| 2 | Excel version of the business plan that does not contemplate §1113/1114 savings <ul style="list-style-type: none"> - e.g. model the "Cash Without 1113/1114 Savings" from page 32 of the presentation is based on |
| 3 | List of all actions already taken to conserve cash, including date implemented, cash savings by year and cost to implement <ul style="list-style-type: none"> - e.g. support and detail behind the 2nd bullet on page 9, 3rd bullet of page 27 and page 28 of the 1113/1114 proposal presentation |
| 4 | Further detail of all post-filing cash savings initiatives referenced on page 29 of the § 1113/1114 proposal presentation |
| 5 | Detail of all proposed savings related to corporate positions and non-unionized mines assumed in the business plan |
| 6 | Copies of any diligence reports or solvency opinions prepared in connection with the Peabody and Arch transactions |
| 7 | For each mine, please provide: By category, for each quarter beginning 1Q'09, through present and projections through 2016. <ul style="list-style-type: none"> A. # of union employees <ul style="list-style-type: none"> - Wages - Regular - Overtime - 1974 Pension Contribution - 401(k) contribution - Other remuneration (provide detailed description of each type, in addition to amount.) B. Non-union employee <ul style="list-style-type: none"> - Wages - Regular - Overtime - Pension or other defined benefit retirement plan contribution. - 401(k) contribution. - Other remuneration (provide detailed description of each type, in addition to amount.) C. # of contractor employees <ul style="list-style-type: none"> - Total cost of contractors at operation - Wages - Regular - Overtime |
| 8 | For each mine, a summary of total labor costs for each of the past two full years and YTD (2010, 2011, and YTD 2012), broken out as follows: <ul style="list-style-type: none"> - Total straight time wages and total number of straight time hours worked - Total overtime wages and total number of overtime hours worked - Total of all other wage payments (e.g., shift differentials) and supporting details of hours worked for such payments - Total paid time off payments, broken out by vacation, holiday, sick time, personal time, or other pertinent categories - Total hours worked for which contributions into the various UMWA multiemployer pension and health & welfare funds were required, and total amounts paid into each such fund - Total contributions into the UMWA multiemployer pension or H&W funds that were dependent on coal purchases, as stipulated in the relevant CBAs, and the basis for such payments (e.g., units of coal and applicable contribution amount) - Total P&L expense incurred for retiree medical obligations (e.g., FAS 106 expense - not cash benefit costs) - Payroll taxes paid for FICA, Medicare, and state and federal unemployment taxes |

- Any bonus, profit sharing, or other similar payments
- Workers compensation expense
- Another other compensation expense not otherwise specified above

9 Per the section 1113/1114 proposal, please provide summary plan descriptions (SPDs) for current active employee benefits (both union and non-union) and for proposed 90/10 plan.

- 10
- In excel, a full and complete census showing each individual union employee, please indicate employee indicator, DOB, DOH, base salary, other compensation (incentive, bonus, etc), hours worked, overtime hours/double time/ triple time, wage rate, job grade, 401(k) deferral, 401(k) employer match, paid time off eligibility, extended healthcare participation, clothing allowance, current severance eligibility, any other benefits. Within this census also include indicator for OPEB plan participation/active medical plan participation, eligibility to participate in OPEB, compensation used to calculate OPEB benefit, status (Terminated vested, retiree, fully eligible actives, not fully eligible actives), separate APBO and service cost for Health and life insurance , health plan enrollment (medical, dental, life, etc), for each health plan coverage elected (single, employee +1, etc)
 - For the excel showing APBO benefits, please provide the version used by the actuaries

11 Per the section 1113/1114 proposal, please provide employee benefit and compensation plans/policies Fringe/ P&L costs (e.g., retirement, health and welfare, other incentive compensation, deferred compensation, paid time off, etc.) for non-union employees. Please also provide costs as a percentage of pay.

EXHIBIT 14

United Mine Workers of America

CECIL E. ROBERTS
INTERNATIONAL PRESIDENT



TELEPHONE
(703) 291-2420
FAX (703) 291-2451

UNITED MINE WORKERS' HEADQUARTERS
18354 QUANTICO GATEWAY DRIVE, SUITE 200

Triangle, VA

22172-1779

November 20, 2012

Bennett K. Hatfield
President and CEO
Patriot Coal Corporation
12312 Olive Boulevard
St. Louis, MO 63141

Via Fax (304-380-0389) and First Class Mail

Dear Mr. Hatfield:

On November 15, 2012, you presented us with your proposed modifications pursuant to Sections 1113 and 1114 of the Bankruptcy Code. The proposed modifications contemplate enormous changes for Patriot's employees, retirees and their families. Please encourage your advisors to ensure that all information and diligence requests are provided to PricewaterhouseCoopers in the most timely manner possible. Thank you.

Sincerely,

Cecil E. Roberts

EXHIBIT 15



BENNETT K. HATFIELD
President & Chief Executive Officer
(314) 275-3638 Direct (Corporate)
(304) 380-0264 Direct (Charleston)
(304) 380-0384 Fax
bhatfield@patriotcoal.com

November 21, 2012

Mr. Cecil E. Roberts
President
United Mine Workers of America
18354 Quantico Gateway Drive, Suite 200
Triangle, Virginia 22172

Via Fax (703) 291-2451 and First Class Mail

RE: Your Letter of November 20 on Information Requests

Dear Mr. Roberts:

Thank you for your letter. Rest assured that Patriot understands the implications of its Section 1113 and 1114 proposals, and I have long ago instructed our advisors to share information with the UMWA's advisors as expeditiously as possible. As you know, Patriot opened a data room for the UMWA a month before delivering the proposals, more than 11,000 pages of data have already been produced, and we have been working cooperatively with your advisors at Pricewaterhouse Coopers (PwC) and your attorneys for some time. Indeed, we received new information requests from PwC shortly before receiving your letter; the data room already contains certain information responsive to PwC's requests and we immediately began working to gather and produce the remainder.

Please do not hesitate to contact me if you have any concerns about the flow of information from Patriot to the UMWA. I look forward to continuing to work together on a consensual resolution.

Sincerely,

A handwritten signature in blue ink that reads "Bennett K. Hatfield". The signature is written in a cursive style and is positioned above a horizontal line.

Bennett K. Hatfield

EXHIBIT 16

From: Hiltz, Ken [<mailto:KHiltz@alixpartners.com>]
Sent: Wednesday, November 21, 2012 2:43 PM
To: 'adam.rosen@us.pwc.com'; Susan Jennik; Grant Crandall; Art Traynor; Judy Rivlin; perry.mandarino@us.pwc.com; bruce.m.buchanan@us.pwc.com
Cc: Moskowitz, Elliot; Mazzotti, Joseph; Bean, Joe; Huebner, Marshall S.; Hatfield, Ben; Lushefski, Jack; Buschmann, Mark; Huffard, Flip; 'Hartsog, Kent'; Luna, Michael; Lucha, Dale
Subject: Due Diligence matters

Adam,

Attached please find two status reports in response to PwC's information requests dated 10/31/12 and 11/19/12. As you will see, we have nearly completed posting data in response to the 10/31/12 requests, and the data room already contains information responsive to several of the 11/19/12 requests. Please note that we have questions with respect to a few of the requests; we have embedded those questions in the status reports and are available at your convenience to discuss them further. Please do not hesitate to contact us with any questions, and we will continue to post data on a rolling basis. With respect to a possible meeting next week, please provide us with a brief agenda and a list of attendees from your side and I will try to organize to have the right people available. I am available by cell and email throughout the weekend. Happy Thanksgiving to all.

Ken

Kenneth A. Hiltz

Managing Director

AlixPartners | 300 N. LaSalle St. Suite 1900 | Chicago, IL 60654

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11/21/12 Status Report in Response to PWC First Information Request dated 10/31/12

| PWC Request: | Patriot Response: |
|---|---|
| 1. Complex-level quarterly financial statements for FY 2009, 2010, 2011. Format similar to "Bottom line package by complex" file 1.2.5.5.1 | Posted to data room on 11/15 as 1.2.11.1 |
| 2. Entity-level quarterly financial statements for FY 2009, 2010, 2011 and 2012 YTD (through September) - Format similar to "Consolidating Income Statement Drillable (May 2012).CONFIDENTIAL" file 1.2.6.33 | Posted to data room on 11/15 as 1.2.11.2 and 1.2.11.3 |
| 3. Additional detail regarding labor and labor-related expenses for each legal entity broken out by union, non-union and contractor for the period 1Q'10-3Q'12, including: - Wages - Regular - Overtime - 1974 Pension Contribution - 401(k) contribution - Other remuneration (provide detailed description of each type, in addition to amount) | Requires report development to extract requested data by legal entity; still in progress; will be provided when available <i>As this is very similar to item 7 of the 11/19 request (which requests data by mine), is the data needed by legal entity?</i> |
| 4. Complete list of all SG&A/corporate overhead expenses for FY'10,11 and YTD'12, including the detail and explanation of how corporate overhead expenses were allocated to each legal entity for FY'10,11 and YTD'12 | FY '10 and '11 posted to data room on 11/6 as 1.2.11.4; FY '12 posted on 11/9 as 1.2.11.5 |
| 5. All restructuring initiatives undertaken since 2010 at both the corporate and legal entity level, including: - Targeted savings - Savings realized Date /period implemented - Cost to implement | Presentation accompanying 1113/1114 proposals provided descriptions of initiatives – posted 11/15 as 1.2.13 and 1.2.15; additional detail requested 11/19 – see item 3 under response 11/19 request |

11/21/12 Status Report in Response to PWC First Information Request dated 10/31/12

| PWC Request: | Patriot Response: |
|--|---|
| <p>6. In excel, a full and complete census showing each individual union employee, please indicate employee indicator, DOB, DOH, base salary, other compensation (incentive, bonus, etc), hours worked, overtime hours/double time/ triple time, wage rate, job grade, 401(k) deferral, 401(k) employer match, paid time off eligibility, extended healthcare participation, clothing allowance, current severance eligibility, any other benefits. Within this census also include indicator for OPEB plan participation/active medical plan participation, eligibility to participate in OPEB, compensation used to calculate OPEB benefit, status (Terminated vested, retiree, fully eligible actives, not fully eligible actives), separate APBO and service cost for Health and life insurance, health plan enrollment (medical, dental, life, etc), for each health plan coverage elected (single, employee +1, etc). For the excel showing APBO benefits, please provide the version used by the actuaries.</p> | <p>Most of this data was posted to the data room on 11/15 as 1.2.11.6; an additional file containing union benefit elections was posted on 11/20 as 1.2.11.7; the remaining portion, Individual Actuarial Liability, is not available for the time period requested – the company’s actuarial advisor is completing an update which will include individual liability – this updated report will be provided when available</p> |
| <p>7. In Excel, the complete seven (7) mortality tables listed on page 24 of the 2012 OPEB report (5 for Healthy Mortality and 2 for Disabled Mortality). While we can probably reconstruct the tables from the descriptions provided, we want to ensure that we have the correct qx's.</p> | <p>Posted to the data room on 11/15 as 1.2.11.8</p> |
| <p>8. The complete withdrawal tables for the four(4) groups shown on page 25 of the 2012 OPEB report.</p> | <p>Posted to the data room on 11/15 as 1.2.11.8</p> |
| <p>9. The complete disability tables for the two(2) groups shown on page 25 of the 2012 OPEB report.</p> | <p>Posted to the data room on 11/15 as 1.2.11.8</p> |

11/21/12 Status Report in Response to PWC Second Information Request dated 11/19/12

| PWC Request: | Patriot Response: |
|--|--|
| 1 Excel version of business plan reflected in the §1113/1114 proposal presentation | Posted to the data room on 11/20 as 1.2.2.1 |
| 2 Excel version of the business plan that does not contemplate §1113/1114 savings – e.g. model the "Cash Without 1113/1114 Savings" from page 32 of the presentation is based on | Posted to the data room on 11/20 as 1.2.2.2 |
| 3 List of all actions already taken to conserve cash, including date implemented, cash savings by year and cost to implement – e.g. support and detail behind the 2nd bullet on page 9, 3rd bullet of page 27 and page 28 of the 1113/1114 proposal presentation | The company is in the process of assembling and posting a variety of support documents as requested; will be posted as each becomes available; the first of these will be posted this afternoon (11/21/12) |
| 4 Further detail of all post-filing cash savings initiatives referenced on page 29 of the § 1113/1114 proposal presentation | The company is in the process of assembling and posting a variety of support documents as requested; will be posted as each becomes available |
| 5 Detail of all proposed savings related to corporate positions and non-unionized mines assumed in the business plan | Certain of the documents being assembled for items 3 and 4 will address this |
| 6 Copies of any diligence reports or solvency opinions prepared in connection with the Peabody and Arch transactions | Please clarify the relevance of this request to the Union's ability to evaluate the 1113/1114 proposals; counsel should discuss |

11/21/12 Status Report in Response to PWC Second Information Request dated 11/19/12

| PWC Request: | Patriot Response: |
|---|---|
| <p>7 For each mine, please provide: By category, for each quarter beginning 1Q'09, through present and projections through 2016.</p> <p>A. # of union employees</p> <ul style="list-style-type: none"> -Wages - Regular - Overtime - 1974 Pension Contribution - 401(k) contribution - Other remuneration (provide detailed description of each type, in addition to amount.) <p>B. Non-union employee</p> <ul style="list-style-type: none"> -Wages - Regular - Overtime - Pension or other defined benefit retirement plan contribution - 401(k) contribution - Other remuneration (provide detailed description of each type, in addition to amount.) <p>C. # of contractor employees</p> <ul style="list-style-type: none"> - Total cost of contractors at operation - Wages - Regular - Overtime | <p>The company is working to pull together in response to this request from multiple sources; the information will be posted as each segment becomes available</p> <p>With regard to item 7 C, we do not have access to the requested staffing details or wage information for our contract miners, since they are independently owned and operated by unaffiliated third parties</p> |

11/21/12 Status Report in Response to PWC Second Information Request dated 11/19/12

| PWC Request: | Patriot Response: |
|--|--|
| <p>8 For each mine, a summary of total labor costs for each of the past two full years and YTD (2010, 2011, and YTD 2012), broken out as follows:</p> <ul style="list-style-type: none"> - Total straight time wages and total number of straight time hours worked - Total overtime wages and total number of overtime hours worked - Total of all other wage payments (e.g., shift differentials) and supporting details of hours worked for such payments - Total paid time off payments, broken out by vacation, holiday, sick time, personal time, or other pertinent categories - Total hours worked for which contributions into the various UMWA multiemployer pension and health & welfare funds were required, and total amounts paid into each such fund - Total contributions into the UMWA multiemployer pension or H&W funds that were dependent on coal purchases, as stipulated in the relevant CBAs, and the basis for such payments (e.g., units of coal and applicable contribution amount) - Total P&L expense incurred for retiree medical obligations (e.g., FAS 106 expense - not cash benefit costs) - Payroll taxes paid for FICA, Medicare, and state and federal unemployment taxes - Any bonus, profit sharing, or other similar payments - Workers compensation expense - Another other compensation expense not otherwise specified above | <p>This request will require the development of an extract from our payroll system in order to assemble most of the data needed. The company has begun this process and will post information when it becomes available</p> |
| <p>9 Per the section 1113/1114 proposal, please provide summary plan descriptions (SPDs) for current active employee benefits (both union and non-union) and for proposed 90/10 plan.</p> | <p>A portion of non-union employee benefit summary plan descriptions were posted to the data room on 10/12/12. They can be found in folder 1.4 MEPP & Healthcare Documents, sub-folder 1.4.1 Active & Non-Represented Hourly. Remaining items will be posted</p> <p>The current UMWA welfare benefit</p> |

11/21/12 Status Report in Response to PWC Second Information Request dated 11/19/12

| PWC Request: | Patriot Response: |
|--|--|
| | <p>plan summary plan description was also posted to the data room on 10/10/12. This can be found in sub-folder 1.4.3 UMWA</p> <p>A formal summary plan description (SPD) has not yet been prepared for the new 90/10 plan – it will be provided when available. However, we will post to the data room the 2013 benefits open enrollment guide, which describes the 2013 non-union employee benefits program and changes from 2012</p> |
| <p>10 In excel, a full and complete census showing each individual union employee, please indicate employee indicator, DOB, DOH, base salary, other compensation (incentive, bonus, etc), hours worked, overtime hours/double time/ triple time, wage rate, job grade, 401(k) deferral, 401(k) employer match, paid time off eligibility, extended healthcare participation, clothing allowance, current severance eligibility, any other benefits. Within this census also include indicator for OPEB plan participation/active medical plan participation, eligibility to participate in OPEB, compensation used to calculate OPEB benefit, status (Terminated vested, retiree, fully eligible actives, not fully eligible actives), separate APBO and service cost for Health and life insurance , health plan enrollment (medical, dental, life, etc), for each health plan coverage elected (single, employee +1, etc) - or the excel showing APBO benefits, please provide the version used by the actuaries</p> | <p>With the exception of the request for APBO and service cost per eligible individual, the requested information has already been provided in two parts. Most of the data was posted to the data room the week of 11/12/12. This information can be found in documents 1.2.11.6. An additional file was posted as 1.2.11.7 on 11/20/12. We do not currently possess an individual liability breakdown for the 2012 Actuarial Valuation Report. An updated report with individual liability analysis is being prepared by Mercer. We estimate receiving that information from Mercer in early December and will promptly include the file in the data room</p> |

11/21/12 Status Report in Response to PWC Second Information Request dated 11/19/12

| PWC Request: | Patriot Response: |
|--|---|
| 11 Per the section 1113/1114 proposal, please provide employee benefit and compensation plans/policies Fringe/ P&L costs (e.g., retirement, health and welfare, other incentive compensation, deferred compensation, paid time off, etc.) for non-union employees. Please also provide costs as a percentage of pay. | This request appears to overlap with item 9, and is not date- or base-specific with regard to the percentage of pay question. Can you please provide clarification? |

EXHIBIT 17

From: adam.rosen@us.pwc.com [mailto:adam.rosen@us.pwc.com]
Sent: Monday, November 26, 2012 6:44 PM
To: KHiltz@alixpartners.com
Cc: Art Traynor; Hatfield, Ben; bruce.m.buchanan@us.pwc.com; Buschmann, Mark; Lucha, Dale; 'Hartsog, Kent'; Moskowitz, Elliot; Grant Crandall; Huffard, Flip; Bean, Joe; Lusheski, Jack; Mazzotti, Joseph; Judy Rivlin; Huebner, Marshall S.; Luna, Michael; perry.mandarino@us.pwc.com; Susan Jennik
Subject: Re: Due Diligence matters

Thank Ken.

Please see below in response to your questions on our information request.

- Regarding request 10, please include on file 1.2.11.6 : 1) Union indicator (i.e., Apogee, Hobet, Fairley Eagle, etc) 2) Medical coverage by tier (employee, employee + 1, family, etc).
- Regarding request 11, please provide current non-union employee fringe cost (as a percentage of base pay) for each of the benefit plans (i.e., retirement, health and welfare, paid time off, etc).

Also, we would like to schedule a call with Mercer to discuss the census file provided. Can you help coordinate a call for either Wednesday or Thursday?

Mark and Flip,

Can you please provide a functioning version of the business plan model posted to the dataroom, including any additional supporting schedules, analyses or calculations?

Thanks.

From: "Hiltz, Ken" <KHiltz@alixpartners.com>
To: Adam Rosen/US/FAS/PwC@Americas-US, Susan Jennik <sjennik@kjmLabor.com>, Grant Crandall <grandall@umwa.org>, Art Traynor <atraynor@umwa.org>, Judy Rivlin <jrivlin@umwa.org>, Perry Mandarino/US/FAS/PwC@Americas-US, Bruce M Buchanan/US/FAS/PwC@Americas-US
Cc: "Moskowitz, Elliot" <elliott.moskowitz@davispolk.com>, "Mazzotti, Joseph" <jmazzotti@alixpartners.com>, "Bean, Joe" <JBean@patriotcoal.com>, "Huebner, Marshall S." <marshall.huebner@davispolk.com>, "Hatfield, Ben" <BHatfield@patriotcoal.com>, "Lusheski, Jack" <JLusheski@patriotcoal.com>, "Buschmann, Mark" <Buschmann@Blackstone.com>, "Huffard, Flip" <Huffard@Blackstone.com>, "Hartsog, Kent" <ehartsog@patriotcoal.com>, "Luna, Michael" <MLuna@patriotcoal.com>, "Lucha, Dale" <DLucha@patriotcoal.com>
Date: 11/21/2012 02:43 PM
Subject: Due Diligence matters

Adam,

Attached please find two status reports in response to PwC's information requests dated 10/31/12 and 11/19/12. As you will see, we have nearly completed posting data in response to the 10/31/12 requests, and the data room already contains information responsive to several of the 11/19/12 requests. Please note that we have questions with respect to a few of the requests; we have embedded those questions in the status reports and are available at your convenience to discuss them further. Please do not hesitate to contact us with any questions, and we will continue to post data on a rolling basis.

With respect to a possible meeting next week, please provide us with a brief agenda and a list of attendees from your side and I will try to organize to have the right people available. I am available by cell and email throughout the weekend.

Happy Thanksgiving to all.

Ken

Kenneth A. Hiltz

Managing Director

AlixPartners | 300 N. LaSalle St. Suite 1900 | Chicago, IL 60654

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EXHIBIT 18

From: Moskowitz, Elliot
Sent: Monday, December 03, 2012 1:35 PM
To: 'adam.rosen@us.pwc.com'; KHiltz@alixpartners.com
Cc: Art Traynor; Hatfield, Ben; bruce.m.buchanan@us.pwc.com; Buschmann, Mark; Lucha, Dale; 'Hartsog, Kent'; Grant Crandall; Huffard, Flip; Bean, Joe; Lushefski, Jack; Mazzotti, Joseph; Judy Rivlin; Huebner, Marshall S.; Luna, Michael; perry.mandarino@us.pwc.com; Susan Jennik
Subject: RE: Due Diligence matters
Attachments: PCX_Model_FINAL_LIVE_121105.xlsx.xlsx

Adam,

In response to your request below regarding the functioning version of the business plan, attached please find the Debtors' model (we will also post it to the data room today). The attached model is the full financial model that Blackstone has created for Patriot and contains all the functionality that we have built to date (i.e., this is the "live" or "dynamic" model, which we have not shared with any party other than the Union). The model has been designed to present Patriot's five-year financial forecast to third-parties and allow for the Company and its advisors to see the impact of making adjustments to the Company's capital structure. It has not been designed to sensitize operational drivers because, among other things, responses to operational and market changes require the exercise of judgment by Patriot's management team. We would be happy to answer any questions about the model or arrange a meeting to demonstrate the model in person.

Best,
Elliot

From: adam.rosen@us.pwc.com [mailto:adam.rosen@us.pwc.com]
Sent: Monday, November 26, 2012 6:44 PM
To: KHiltz@alixpartners.com
Cc: Art Traynor; Hatfield, Ben; bruce.m.buchanan@us.pwc.com; Buschmann, Mark; Lucha, Dale; 'Hartsog, Kent'; Moskowitz, Elliot; Grant Crandall; Huffard, Flip; Bean, Joe; Lushefski, Jack; Mazzotti, Joseph; Judy Rivlin; Huebner, Marshall S.; Luna, Michael; perry.mandarino@us.pwc.com; Susan Jennik
Subject: Re: Due Diligence matters

Thank Ken.

Please see below in response to your questions on our information request.

- Regarding request 10, please include on file 1.2.11.6 : 1) Union indicator (i.e., Apogee, Hobet, Fairley Eagle, etc) 2) Medical coverage by tier (employee, employee + 1, family, etc).
- Regarding request 11, please provide current non-union employee fringe cost (as a percentage of base pay) for each of the benefit plans (i.e., retirement, health and welfare, paid time off, etc).

Also, we would like to schedule a call with Mercer to discuss the census file provided. Can you help coordinate a call for either Wednesday or Thursday?

Mark and Flip,

Can you please provide a functioning version of the business plan model posted to the dataroom, including any additional supporting schedules, analyses or calculations?

Thanks.

From: "Hiltz, Ken" <KHiltz@alixpartners.com>
To: Adam Rosen/US/FAS/PwC@Americas-US, Susan Jenn k <sjennik@kimlabor.com>, Grant Crandall <gcrandall@umwa.org>, Art Traynor <atraynor@umwa.org>, Judy Rivlin <jrivlin@umwa.org>, Perry Mandarino/US/FAS/PwC@Americas-US, Bruce M Buchanan/US/FAS/PwC@Americas-US
Cc: "Moskowitz, Elliot" <elliott.moskowitz@davispolk.com>, "Mazzotti, Joseph" <jmazzotti@alixpartners.com>, "Bean, Joe" <JBean@patriotcoal.com>, "Huebner, Marshall S." <marshall.huebner@davispolk.com>, "Hatfield, Ben" <BHatfield@patriotcoal.com>, "Lushefski, Jack" <JLushefski@patriotcoal.com>, "Buschmann, Mark" <Buschmann@Blackstone.com>, "Huffard, Flip" <Huffard@Blackstone.com>, "Hartsog, Kent" <ehartsog@patriotcoal.com>, "Luna, Michael" <MLuna@patriotcoal.com>, "Lucha, Dale" <DLucha@patriotcoal.com>
Date: 11/21/2012 02:43 PM
Subject: Due Diligence matters

Adam,

Attached please find two status reports in response to PwC's information requests dated 10/31/12 and 11/19/12. As you will see, we have nearly completed posting data in response to the 10/31/12 requests, and the data room already contains information responsive to several of the 11/19/12 requests. Please note that we have questions with respect to a few of the requests; we have embedded those questions in the status reports and are available at your convenience to discuss them further. Please do not hesitate to contact us with any questions, and we will continue to post data on a rolling basis.

With respect to a possible meeting next week, please provide us with a brief agenda and a list of attendees from your side and I will try to organize to have the right people available. I am available by cell and email throughout the weekend.

Happy Thanksgiving to all.

Ken

Kenneth A. Hiltz

Managing Director

AlixPartners | 300 N. LaSalle St. Suite 1900 | Chicago, IL 60654

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EXHIBIT 19

From: Hiltz, Ken <KHiltz@alixpartners.com>
Sent: Wednesday, November 28, 2012 7:42 PM
To: 'adam.rosen@us.pwc.com'; 'Susan Jennik'; 'Grant Crandall'; 'Art Traynor'; 'Judy Rivlin';
'perry.mandarino@us.pwc.com'; 'bruce.m.buchanan@us.pwc.com'
Cc: Moskowitz, Elliot; 'Bean, Joe'; Huebner, Marshall S.; 'Hatfield, Ben'; 'Lushefski, Jack';
'Buschmann, Mark'; 'Huffard, Flip'; 'Hartsog, Kent'; 'Luna, Michael'; 'Lucha, Dale';
Mazzotti, Joseph
Subject: Due Diligence requests update
Attachments: 11-28-12 Status Report in Response to PWC data request of 11-19-12.pdf; 11-28-12
Status Report in Response to PWC data request of 10-31-12.pdf

In advance of the meeting tomorrow, attached please find an updated status report on the outstanding due diligence items requested to date. Please advise if there are any discrepancies.

Ken

Kenneth A. Hiltz
Managing Director
AlixPartners | 300 N. LaSalle St. Suite 1900 | Chicago, IL 60654
+1.312.762.3377 (o) | +1.248.760.4321 (m) | +1.312.346.2500 (main)

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11/28/12 Status Report in Response to PWC First Information Request dated 10/31/12

| PWC Request: | Status: |
|---|---|
| 1. Complex-level quarterly financial statements for FY 2009, 2010, 2011. Format similar to "Bottom line package by complex" file 1.2.5.5.1 | Posted to data room on 11/15 as 1.2.11.1 |
| 2. Entity-level quarterly financial statements for FY 2009, 2010, 2011 and 2012 YTD (through September) - Format similar to "Consolidating Income Statement Drillable (May 2012).CONFIDENTIAL" file 1.2.6.33 | Posted to data room on 11/15 as 1.2.11.2 and 1.2.11.3 |
| 3. Additional detail regarding labor and labor-related expenses for each legal entity broken out by union, non-union and contractor for the period 1Q'10-3Q'12, including: - Wages - Regular - Overtime - 1974 Pension Contribution - 401(k) contribution - Other remuneration (provide detailed description of each type, in addition to amount) | Requires report development to extract requested data by legal entity; still in progress; will be provided when available <i>As this is very similar to item 7 of the 11/19 request (which requests data by mine), is the data needed by legal entity?</i> |
| 4. Complete list of all SG&A/corporate overhead expenses for FY'10,11 and YTD'12, including the detail and explanation of how corporate overhead expenses were allocated to each legal entity for FY'10,11 and YTD'12 | FY '10 and '11 posted to data room on 11/6 as 1.2.11.4; FY '12 posted on 11/9 as 1.2.11.5 |
| 5. All restructuring initiatives undertaken since 2010 at both the corporate and legal entity level, including: - Targeted savings - Savings realized Date /period implemented - Cost to implement | Presentation accompanying 1113/1114 proposals provided descriptions of initiatives – posted 11/15 as 1.2.13 and 1.2.15; additional detail requested 11/19 – see item 3 under response 11/19 request |

11/28/12 Status Report in Response to PWC First Information Request dated 10/31/12

Pg 4 of 9

| PWC Request: | Status: |
|--|---|
| <p>6. In excel, a full and complete census showing each individual union employee, please indicate employee indicator, DOB, DOH, base salary, other compensation (incentive, bonus, etc), hours worked, overtime hours/double time/ triple time, wage rate, job grade, 401(k) deferral, 401(k) employer match, paid time off eligibility, extended healthcare participation, clothing allowance, current severance eligibility, any other benefits. Within this census also include indicator for OPEB plan participation/active medical plan participation, eligibility to participate in OPEB, compensation used to calculate OPEB benefit, status (Terminated vested, retiree, fully eligible actives, not fully eligible actives), separate APBO and service cost for Health and life insurance, health plan enrollment (medical, dental, life, etc), for each health plan coverage elected (single, employee +1, etc). For the excel showing APBO benefits, please provide the version used by the actuaries.</p> | <p>Most of this data was posted to the data room on 11/15 as 1.2.11.6; an additional file containing union benefit elections was posted on 11/20 as 1.2.11.7; the remaining portion, Individual Actuarial Liability, is not available for the time period requested – the company’s actuarial advisor is completing an update which will include individual liability – this updated report will be provided when available</p> |
| <p>7. In Excel, the complete seven (7) mortality tables listed on page 24 of the 2012 OPEB report (5 for Healthy Mortality and 2 for Disabled Mortality). While we can probably reconstruct the tables from the descriptions provided, we want to ensure that we have the correct qx's.</p> | <p>Posted to the data room on 11/15 as 1.2.11.8</p> |
| <p>8. The complete withdrawal tables for the four(4) groups shown on page 25 of the 2012 OPEB report.</p> | <p>Posted to the data room on 11/15 as 1.2.11.8</p> |
| <p>9. The complete disability tables for the two(2) groups shown on page 25 of the 2012 OPEB report.</p> | <p>Posted to the data room on 11/15 as 1.2.11.8</p> |

11/28/12 Status Report in Response to PWC Second Information Request dated 11/19/12

| PWC Request: | Status: |
|---|---|
| <p>1 Excel version of business plan reflected in the §1113/1114 proposal presentation</p> <p>Supplemental request made via email on 11/26/12 for “functioning version of the business plan model”</p> | <p>Posted to the data room on 11/20 as 1.2.2.1; with respect to the supplemental request, the company is in the process of providing the requested version of the model</p> |
| <p>2 Excel version of the business plan that does not contemplate §1113/1114 savings – e.g. model the "Cash Without 1113/1114 Savings" from page 32 of the presentation is based on</p> | <p>Posted to the data room on 11/20 as 1.2.2.2</p> |
| <p>3 List of all actions already taken to conserve cash, including date implemented, cash savings by year and cost to implement – e.g. support and detail behind the 2nd bullet on page 9, 3rd bullet of page 27 and page 28 of the 1113/1114 proposal presentation</p> | <p>The company has assembled and posted a variety of support documents addressing this request; item 1.2.12.1 was posted 11/21/12; 1.2.12.2 – 1.2.12.5 and 1.2.12.17 posted 11/27/12; one additional item is in process and will be posted to the data room on 11/28/12</p> |
| <p>4 Further detail of all post-filing cash savings initiatives referenced on page 29 of the § 1113/1114 proposal presentation</p> | <p>The company is in the process of assembling support documents for each line item on page 29, as requested; these support documents will be posted to the data room on 11/28/12</p> |
| <p>5 Detail of all proposed savings related to corporate positions and non-unionized mines assumed in the business plan</p> | <p>Certain of the documents being assembled for items 3 and 4 will address this</p> |
| <p>6 Copies of any diligence reports or solvency opinions prepared in connection with the Peabody and Arch transactions</p> | <p>Please clarify the relevance of this request to the Union’s ability to evaluate the 1113/1114 proposals; counsel should discuss</p> |

11/28/12 Status Report in Response to PWC Second Information Request dated 11/19/12

| PWC Request: | Status: |
|---|--|
| <p>7 For each mine, please provide: By category, for each quarter beginning 1Q'09, through present and projections through 2016.</p> <p>A. # of union employees</p> <ul style="list-style-type: none"> -Wages - Regular - Overtime - 1974 Pension Contribution - 401(k) contribution - Other remuneration (provide detailed description of each type, in addition to amount.) <p>B. Non-union employee</p> <ul style="list-style-type: none"> -Wages - Regular - Overtime - Pension or other defined benefit retirement plan contribution - 401(k) contribution - Other remuneration (provide detailed description of each type, in addition to amount.) <p>C. # of contractor employees</p> <ul style="list-style-type: none"> - Total cost of contractors at operation - Wages - Regular - Overtime | <p>The company is working to pull together in response to this request from multiple sources; the information will be posted as each segment becomes available; it is currently expected to be available by 12/4/12</p> <p>With regard to item 7 C, we do not have access to the requested staffing details or wage information for our contract miners, since they are independently owned and operated by unaffiliated third parties</p> |

11/28/12 Status Report in Response to PWC Second Information Request dated 11/19/12

| PWC Request: | Status: |
|--|--|
| <p>8 For each mine, a summary of total labor costs for each of the past two full years and YTD (2010, 2011, and YTD 2012), broken out as follows:</p> <ul style="list-style-type: none"> - Total straight time wages and total number of straight time hours worked - Total overtime wages and total number of overtime hours worked - Total of all other wage payments (e.g., shift differentials) and supporting details of hours worked for such payments - Total paid time off payments, broken out by vacation, holiday, sick time, personal time, or other pertinent categories - Total hours worked for which contributions into the various UMWA multiemployer pension and health & welfare funds were required, and total amounts paid into each such fund - Total contributions into the UMWA multiemployer pension or H&W funds that were dependent on coal purchases, as stipulated in the relevant CBAs, and the basis for such payments (e.g., units of coal and applicable contribution amount) - Total P&L expense incurred for retiree medical obligations (e.g., FAS 106 expense - not cash benefit costs) - Payroll taxes paid for FICA, Medicare, and state and federal unemployment taxes - Any bonus, profit sharing, or other similar payments - Workers compensation expense - Another other compensation expense not otherwise specified above | <p>This request requires the development of an extract from our payroll system in order to assemble most of the data needed. The company has begun this process and will post information when it becomes available, currently anticipated to be during the week of 12/3/12</p> |
| <p>9 Per the section 1113/1114 proposal, please provide summary plan descriptions (SPDs) for current active employee benefits (both union and non-union) and for proposed 90/10 plan.</p> | <p>A portion of non-union employee benefit summary plan descriptions were posted to the data room on 10/12/12. They can be found in folder 1.4 MEPP & Healthcare Documents, sub-folder 1.4.1 Active & Non-Represented Hourly.</p> <p>The current UMWA welfare benefit plan summary plan description was also</p> |

11/28/12 Status Report in Response to PWC Second Information Request dated 11/19/12

| PWC Request: | Status: |
|--|--|
| | <p>posted to the data room on 10/10/12. This can be found in sub-folder 1.4.3 UMWA</p> <p>Additional SPDs were posted as items 1.2.12.6 – 1.2.12.16 on 11/27/12</p> <p>On 11/27/12, we posted items 1.2.12.18 – 1.2.12.20, the 2013 open enrollment guides, describing the 2013 non-union employee benefits program and changes from 2012. A formal summary plan description (SPD) has not yet been prepared for the new 90/10 plan – it will be provided when available</p> |
| <p>10 In excel, a full and complete census showing each individual union employee, please indicate employee indicator, DOB, DOH, base salary, other compensation (incentive, bonus, etc), hours worked, overtime hours/double time/ triple time, wage rate, job grade, 401(k) deferral, 401(k) employer match, paid time off eligibility, extended healthcare participation, clothing allowance, current severance eligibility, any other benefits. Within this census also include indicator for OPEB plan participation/active medical plan participation, eligibility to participate in OPEB, compensation used to calculate OPEB benefit, status (Terminated vested, retiree, fully eligible actives, not fully eligible actives), separate APBO and service cost for Health and life insurance , health plan enrollment (medical, dental, life, etc), for each health plan coverage elected (single, employee +1, etc) - or the excel showing APBO benefits, please provide the version used by the actuaries</p> <p>Supplemental request made via email on 11/26/12 to “include on file 1.2.11.6: 1) Union indicator (i.e., Apogee, Hobet, Fairley Eagle, etc) 2) Medical coverage by tier (employee, employee + 1, family, etc)”</p> <p>Additionally, a request was made for a conference call with Mercer to discuss the census file provided with document 1.2.11.8</p> | <p>With the exception of the request for APBO and service cost per eligible individual, the requested information has already been provided in two parts. Most of the data was posted to the data room the week of 11/12/12. This information can be found in documents 1.2.11.6. An additional file was posted as 1.2.11.7 on 11/20/12. We do not currently possess an individual liability breakdown for the 2012 Actuarial Valuation Report. An updated report with individual liability analysis is being prepared by Mercer. We estimate receiving that information from Mercer in early December and will promptly include the file in the data room</p> |

11/28/12 Status Report in Response to PWC Second Information Request dated 11/19/12

| PWC Request: | Status: |
|---|---|
| | <p>With regard to the supplemental request, the company is working to add those data to the file and will provide when available</p> <p>With regard to the request for a conference call with Mercer, the company has scheduled this call for 11/29/12</p> |
| <p>11 Per the section 1113/1114 proposal, please provide employee benefit and compensation plans/policies Fringe/ P&L costs (e.g., retirement, health and welfare, other incentive compensation, deferred compensation, paid time off, etc.) for non-union employees. Please also provide costs as a percentage of pay.</p> <p>Clarification made via email on 11/26/12 to “please provide current non-union employee fringe cost (as a percentage of base pay) for each of the benefit plans (i.e., retirement, health and welfare, paid time off, etc)”</p> | <p>The company is in the process of supplementing the documents provided in response to item 9 with additional incentive compensation materials. The company also requested clarification on 11/21/12 with respect to the percentage of pay question. Based on the clarification provided, the company is working to complete the request and will provide when available</p> |

EXHIBIT 20

| # | Requested Item |
|----|--|
| 1 | Please provide an indicator separating employees into the 4 bargaining unit buckets in file #1.2.14 (i.e., 2011 Gateway Eagle CBA, Other Gateway arrangements, Highland labor agreement, 2011 Apogee, Eastern Heritage and Hobet CBA). |
| 2 | Please provide hours worked for the 1974 pension contributions, 1993 benefit trust contributions, service payment, retiree bonus contribution, inexperienced miner payment, etc in the census file #1.2.11.6 (if different than regular hours worked). |
| 3 | Please provide an indicator for pension opt-out in the census file (#1.2.11.6). |
| 4 | For 2013-2016, please break out budgeted headcount and hours into the 4 bargaining units described above (i.e., 2011 Gateway, other Gateway, etc). These figures should reflect the projected savings over the same period in file #1.2.14. For budgeted hours, please separate hours into regular/overtime/Saturday/Sunday/Holiday and 1st shift/2nd shift/3rd shift. |
| 5 | Per the 1113 proposal, please provide wages for employees with job grades of S6 or U6 (found in census file #1.2.11.6) |
| 6 | Please provide the wage rates for non-union surface mines, preparation plants, and surface facilities for deep mines. What rates were used to calculate the savings in items 2 and 3 in #1.2.14? |
| 7 | Please provide support for projected savings during 2013-2016 for item 11 "Retiree Bonus Contributions" in file #1.2.14. |
| 8 | Please provide support for projected savings during 2013-2016 for items 20 and 21 ("Health Care" and "Extended Health Care") in file #1.2.14, including layoff rates and projected COBRA premiums. |
| 9 | Please provide support for projected savings during 2013-2016 for items 22 through 25 ("Work Rules") in file #1.2.14, including backup of the savings calculation. |
| 10 | Please provide the name and date of birth of retirees, disabled retirees and surviving spouses who were acquired by Patriot as part of the Peabody transaction (those who were medical eligible). The date of the data can be as of the date of separation or as of date of the valuation data |

EXHIBIT 21

**LEGAL DEPARTMENT
UNITED MINE WORKERS OF AMERICA
18354 Quantico Gateway Drive, Suite 200
Triangle, Virginia 22172
Telephone (703) 291 2429
Fax (703) 291-2448**

FAX COVER SHEET

TO: Bennett K. Natfield
President & Chief Executive Officer Patriot Coal

FAX #: 304-380-0384

FROM: Cecil Roberts, President

DATE: November 30, 2012

RE: Response to 11/21/12 Letter

PAGES: 3 including this cover sheet.

MESSAGE:

NOTE: PERSONAL AND CONFIDENTIAL

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United Mine Workers of America

CECIL E. ROBERTS
INTERNATIONAL PRESIDENT



TELEPHONE
(703) 291-2420
FAX (703) 291-2451

UNITED MINE WORKERS' HEADQUARTERS
18354 QUANTICO GATEWAY DRIVE, SUITE 200

Triangle, VA

22172-1779

November 30, 2012

BY FACSIMILE 304-380-0384

Bennett K. Hatfield
President & Chief Executive Officer
Patriot Coal
12312 Olive Boulevard, Suite 400
St. Louis, MO 63141

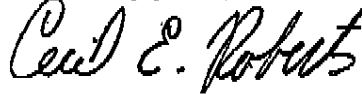
Dear Mr. Hatfield:

This responds to your letter of November 21, 2012, about information Patriot has provided. Despite your representations about the number of pages of data provided over the last few weeks, the Union is unable to fully analyze, much less respond meaningfully, to Patriot's initial bargaining proposal unless and until your team shares the critical analytical materials we have requested, such as, but not limited to: the dynamic business model that contains all supporting schedules and underlying assumptions; a break-out of historical employee costs by mine; details regarding administration of the retiree medical liability assumption agreements associated with the 2007 Peabody-Patriot spinoff; and, diligence reports and solvency opinions addressing the Peabody spinoff and subsequent acquisition of the Magnum operations.

In our discussions yesterday about the process for exchanging such information you affirmed your commitment to ensuring that your analysts will work diligently to provide our team at Pricewaterhouse Coopers everything necessary to flesh-out the particulars of your proposals, business plan and present financial condition. You also reiterated your commitment to fully investigate the Peabody spinoff and Magnum acquisition so as to determine the value of any potential claim against these entities, which we agree is vital to ascertaining the necessity of any modifications to retiree healthcare and other commitments your company renewed most recently in the 2011 NBCWA and our other agreements. These were productive steps. However, I was surprised and unhappy to receive this morning a copy of your company's ill-advised retention and incentive plan proposals. These proposals were unquestionably worthy of mention at yesterday's meeting and I expect that going forward you will keep us fully apprised of all matters with significant bearing one way or the other on the likelihood of successful reorganization.

Of course, the Union will continue to consider your proposals, but our negotiations will not be as constructive as possible and necessary until we receive and analyze these more meaningful data, much of which was requested well before the submission of your proposals and business plan. In the same vein, the prospects for a mutually beneficial agreement are not enhanced by a failure or refusal to candidly disclose to us in a timely fashion the particulars of your proposed route to reorganization. We await receipt of the requested materials and look forward to continuing our discussions on Monday.

Sincerely yours,



Cecil E. Roberts

EXHIBIT 22

From: Mazzotti, Joseph [mailto:jmazzotti@alixpartners.com]
Sent: Monday, December 03, 2012 1:30 PM
To: adam.rosen@us.pwc.com; Hiltz, Ken
Cc: 'Art Traynor'; 'Hatfield, Ben'; bruce.m.buchanan@us.pwc.com; 'Buschmann, Mark'; 'Lucha, Dale'; 'Hartsog, Kent'; Moskowitz, Elliot; 'Grant Crandall'; 'Huffard, Flip'; 'Bean, Joe'; 'Lushefski, Jack'; 'Judy Rivlin'; Huebner, Marshall S.; 'Luna, Michael'; perry.mandarino@us.pwc.com; 'Susan Jennik'; jay.nandwana@us.pwc.com; michael.w.sculnick@us.pwc.com
Subject: RE: Due Diligence requests update

Adam,

With regard to Friday's request, we are confused by the wording of request # 5, as the wage rates for employees with job grades listed as S6 and U6 in the census file 1.2.11.6 are included in a field in that file. By way of clarification, and possibly resolving your question, S6 and U6 are not contract pay grades. The Gateway contract allows the company the ability to pay wages outside the pay grade amounts. In certain cases, market conditions necessitated payment of above-pay-grade wages to attract skilled labor such as electricians. Due to technical limitations in our payroll system, job grades S6 and U6 were created to accommodate these situations for employees who, other than for purposes of the payroll system, would be pay grade 5 employees. Please let us know if this explanation resolves your question.

Regards,

Joe Mazzotti

AlixPartners | 2000 Town Center, Suite 2400 | Southfield, MI 48075
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From: adam.rosen@us.pwc.com [mailto:adam.rosen@us.pwc.com]
Sent: Friday, November 30, 2012 2:12 PM
To: Hiltz, Ken
Cc: 'Art Traynor'; 'Hatfield, Ben'; bruce.m.buchanan@us.pwc.com; 'Buschmann, Mark'; 'Lucha, Dale'; 'Hartsog, Kent'; 'Moskowitz, Elliot'; 'Grant Crandall'; 'Huffard, Flip'; 'Bean, Joe'; 'Lushefski, Jack'; Mazzotti, Joseph; 'Judy Rivlin'; 'Huebner, Marshall S.'; 'Luna, Michael'; perry.mandarino@us.pwc.com; 'Susan Jennik'; jay.nandwana@us.pwc.com; michael.w.sculnick@us.pwc.com
Subject: Re: Due Diligence requests update

Ken,

Attached please find a list of additional due diligence items.

Please let me know if any items needs further clarification.

Thanks.

Adam M. Rosen
Director

PricewaterhouseCoopers LLP (pwc.com)
300 Madison Avenue
New York, NY 10017
Telephone: +1 646 471 7763
Facsimile: +1 813 329 9769
Mobile: +1 973 768 8177
adam.rosen@us.pwc.com

From: "Hiltz, Ken" <KHiltz@alixpartners.com>
To: Adam Rosen/US/FAS/PwC@Americas-US, "Susan Jenn k" <sjennik@kimplabor.com>, "Grant Crandall" <gcrandall@umwa.org>, "Art Traynor" <atraynor@umwa.org>, "Judy Rivlin" <jrivlin@umwa.org>, Perry Mandarino/US/FAS/PwC@Americas-US, Bruce M Buchanan/US/FAS/PwC@Americas-US
Cc: "Moskowitz, Elliot" <elliott.moskowitz@davispolk.com>, "Bean, Joe" <JBean@patriotcoal.com>, "Huebner, Marshall S." <marshall.huebner@davispolk.com>, "Hatfield, Ben" <BHatfield@patriotcoal.com>, "Lushefski, Jack" <JLushefski@patriotcoal.com>, "Buschmann, Mark" <Buschmann@Blackstone.com>, "Huffard, Flip" <Huffard@Blackstone.com>, "Hartsog, Kent" <ehartsog@patriotcoal.com>, "Luna, Michael" <MLuna@patriotcoal.com>, "Lucha, Dale" <DLucha@patriotcoal.com>, "Mazzotti, Joseph" <jmazzotti@alixpartners.com>
Date: 11/28/2012 07:42 PM
Subject: Due Diligence requests update

In advance of the meeting tomorrow, attached please find an updated status report on the outstanding due diligence items requested to date. Please advise if there are any discrepancies.

Ken

Kenneth A. Hiltz

Managing Director

AlixPartners | 300 N. LaSalle St. Suite 1900 | Chicago, IL 60654

+1.312.762.3377 (o) | +1.248.760.4321 (m) | +1.312.346.2500 (main)

KHiltz@AlixPartners.com | www.AlixPartners.com

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EXHIBIT 23

From: "Hiltz, Ken" <KHiltz@alixpartners.com>
To: Adam Rosen/US/FAS/PwC@Americas-US, "Susan Jenn k" <sienn.k@kimlabor.com>, "Grant Crandall" <gcrandall@umwa.org>, "Art Traynor" <atraynor@umwa.org>, "Judy Rivlin" <jrivlin@umwa.org>, Perry Mandarino/US/FAS/PwC@Americas-US, Bruce M Buchanan/US/FAS/PwC@Americas-US
Cc: "Moskowitz, Elliot" <elliott.moskowitz@davispolk.com>, "Bean, Joe" <JBean@patriotcoal.com>, "Huebner, Marshall S." <marshall.huebner@davispolk.com>, "Hatfield, Ben" <BHatfield@patriotcoal.com>, "Lusheski, Jack" <JLusheski@patriotcoal.com>, "Buschmann, Mark" <Buschmann@Blackstone.com>, "Huffard, Flip" <Huffard@Blackstone.com>, "Hartsog, Kent" <ehartsog@patriotcoal.com>, "Luna, Michael" <MLuna@patriotcoal.com>, "Lucha, Dale" <DLucha@patriotcoal.com>, "Mazzotti, Joseph" <imazzotti@alixpartners.com>
Date: 12/04/2012 12:53 PM
Subject: Open Data Requests and Model Follow-up

Dear Adam,

Over the past several weeks, we have made significant additions to the data room in response to PwC's information requests. I anticipate that by Wednesday evening, we will have completed our responses to your October 31 and November 19 data requests. I understand that in addition to the written requests that I have received from you, there have been oral indications of interest in various pieces of information that have been discussed at the negotiating sessions but not reduced to writing or any formal process. I want to make sure that we are not missing any of these requests as we work to complete our information response. Would you please have someone review the information loaded to the data room against your data needs and revert with any outstanding items?

Also, now that you are in possession of the working model for the business plan, please let us know what, if any, assistance you require to test scenarios, etc. It is important that we have some advance notice of your needs and timing so we can ensure that the proper resources are available to support the effort efficiently. To the extent there is interest in a meeting, we would like to schedule that session as soon as possible so that we can continue to move the overall process forward.

Ken

Kenneth A. Hiltz

Managing Director

AlixPartners | 300 N. LaSalle St. Suite 1900 | Chicago, IL 60654

+1.312.762.3377 (o) | +1.248.760.4321 (m) | +1.312.346.2500 (main)

KHiltz@AlixPartners.com | www.AlixPartners.com

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EXHIBIT 24

From: adam.rosen@us.pwc.com [<mailto:adam.rosen@us.pwc.com>]

Sent: Tuesday, December 04, 2012 2:34 PM

To: KHiltz@alixpartners.com

Cc: 'Art Traynor'; 'Hatfield, Ben'; bruce.m.buchanan@us.pwc.com; 'Buschmann, Mark'; 'Lucha, Dale'; 'Hartsog, Kent'; Moskowitz, Elliot; 'Grant Crandall'; 'Huffard, Flip'; 'Bean, Joe'; 'Lushefski, Jack'; Mazzotti, Joseph; 'Judy Rivlin'; Huebner, Marshall S.; 'Luna, Michael'; perry.mandarino@us.pwc.com; 'Susan Jennik'

Subject: Re: Open Data Requests and Model Follow-up

Thanks Ken.

With respect to item #6 on our 11/19 information request list (solvency opinions prepared in connection with each transaction), it is my understanding the need for that item was discussed with Ben Hatfield in meetings over the past week and he agreed those reports are relevant to the union for purposes of evaluating the 1113/1114 proposal. However, Mr. Hatfield indicated the reports are protected by confidentiality agreements and/or attorney-client privilege. The company was asked to provide a complete description of all solvency reports and specific references to any confidentiality agreement that prohibits disclosure, which I do not believe has been provided yet.

We are going through the documents recently posted and will let you know if any additional items remain outstanding from our diligence requests.

Lastly, we would like to schedule a call to discuss the business plan and model that was provided yesterday. Please let me know if Thursday morning at 11am EST works for you.

Thanks.

EXHIBIT 25

From: Moskowitz, Elliot
Sent: Tuesday, December 04, 2012 2:45 PM
To: 'adam.rosen@us.pwc.com'; KHiltz@alixpartners.com
Cc: 'Art Traynor'; 'Hatfield, Ben'; bruce.m.buchanan@us.pwc.com; 'Buschmann, Mark'; 'Lucha, Dale'; 'Hartsog, Kent'; 'Grant Crandall'; 'Huffard, Flip'; 'Bean, Joe'; 'Lushefski, Jack'; Mazzotti, Joseph; 'Judy Rivlin'; Huebner, Marshall S.; 'Luna, Michael'; perry.mandarino@us.pwc.com; 'Susan Jennik'; fp@previant.com
Subject: RE: Open Data Requests and Model Follow-up

Adam, I don't believe that accurately reflects Ben's response with respect to the relevance of any spin-related solvency opinions to the necessity of the 1113/1114 proposal, which is the subject of the current exercise between the Debtors and the Union. Given the legal issues concerning this request, it is best discussed further among counsel, which we would like to do promptly. We have reached out to the Union's new counsel (also cc-d here) to open that line of communication and will discuss on our call.

Best regards,
Elliot

From: adam.rosen@us.pwc.com [<mailto:adam.rosen@us.pwc.com>]
Sent: Tuesday, December 04, 2012 2:34 PM
To: KHiltz@alixpartners.com
Cc: 'Art Traynor'; 'Hatfield, Ben'; bruce.m.buchanan@us.pwc.com; 'Buschmann, Mark'; 'Lucha, Dale'; 'Hartsog, Kent'; Moskowitz, Elliot; 'Grant Crandall'; 'Huffard, Flip'; 'Bean, Joe'; 'Lushefski, Jack'; Mazzotti, Joseph; 'Judy Rivlin'; Huebner, Marshall S.; 'Luna, Michael'; perry.mandarino@us.pwc.com; 'Susan Jennik'
Subject: Re: Open Data Requests and Model Follow-up

Thanks Ken.

With respect to item #6 on our 11/19 information request list (solvency opinions prepared in connection with each transaction), it is my understanding the need for that item was discussed with Ben Hatfield in meetings over the past week and he agreed those reports are relevant to the union for purposes of evaluating the 1113/1114 proposal. However, Mr. Hatfield indicated the reports are protected by confidentiality agreements and/or attorney-client privilege. The company was asked to provide a complete description of all solvency reports and specific references to any confidentiality agreement that prohibits disclosure, which I do not believe has been provided yet.

We are going through the documents recently posted and will let you know if any additional items remain outstanding from our diligence requests.

Lastly, we would like to schedule a call to discuss the business plan and model that was provided yesterday. Please let me know if Thursday morning at 11am EST works for you.

Thanks.

EXHIBIT 26

From: Art Traynor [<mailto:atraynor@umwa.org>]

Sent: Tuesday, December 04, 2012 3:38 PM

To: Moskowitz, Elliot; adam.rosen@us.pwc.com; KHiltz@alixpartners.com

Cc: Hatfield, Ben; bruce.m.buchanan@us.pwc.com; Buschmann, Mark; Lucha, Dale; Hartsog, Kent; Grant Crandall; Huffard, Flip; Bean, Joe; Lushefski, Jack; Mazzotti, Joseph; Judy Rivlin; Huebner, Marshall S.; Luna, Michael; perry.mandarino@us.pwc.com; Susan Jennik; fp@previant.com

Subject: Re[2]: Open Data Requests and Model Follow-up

Elliot,

Counsel have already discussed the issue of PWC's request for solvency opinions and diligence reports related to the spin-off, Magnum acquisition and related transactions. As you know, Patriot has been represented at the 1113/14 negotiating sessions by Greg Robertson. I have represented the Union at these sessions, where Mr. Hatfield has repeatedly acknowledged the obvious fact that any potential claim against Peabody or Arch may be considered an asset of the estate. Mr. Hatfield stated further that valuation of this potential asset is one goal of the company's ongoing investigation into the spin-off and related transactions, which he reports is being conducted by your firm in consultation with Patriot's in-house counsel, Joe Bean. The value of such an asset is self-evidently relevant to the necessity of Patriot's proposals, which I can assume is the reason Mr. Hatfield and Mr. Robertson each stated that Patriot's objection to our request for the solvency opinions does not concern their relevance, but only confidentiality and privilege concerns. We concluded our discussion on this topic with Mr. Robertson's agreement to provide us a list of all documents responsive to PWC's request that identifies the specific source for any claim of confidentiality or privilege.

Sincerely,

Art Traynor

-----Original Message-----

Subject: RE: Open Data Requests and Model Follow-up

From: "Moskowitz, Elliot"

To: "adam.rosen@us.pwc.com" , KHiltz@alixpartners.com

Date: 12/04/12 20:45:48

Adam, I don't believe that accurately reflects Ben's response with respect to the relevance of any spin-related solvency opinions to the necessity of the 1113/1114 proposal, which is the subject of the current exercise between the Debtors and the Union. Given the legal issues concerning this request, it is best discussed further among counsel, which we would like to do promptly. We have reached out to the Union's new counsel (also cc-d here) to open that line of communication and will discuss on our call.

Best regards,
Elliot

EXHIBIT 27

From: Moskowitz, Elliot

Sent: Tuesday, December 04, 2012 11:38 PM

To: 'Art Traynor'; adam.rosen@us.pwc.com; KHiltz@alixpartners.com

Cc: Hatfield, Ben; bruce.m.buchanan@us.pwc.com; Buschmann, Mark; Lucha, Dale; Hartsog, Kent; Grant Crandall; Huffard, Flip; Bean, Joe; Lusheski, Jack; Mazzotti, Joseph; Judy Rivlin; Huebner, Marshall S.; Luna, Michael; perry.mandarino@us.pwc.com; Susan Jennik; fp@previant.com

Subject: RE: Re[2]: Open Data Requests and Model Follow-up

Art,

Thanks for your message. Leaving aside for the moment that your summary below is not consistent with our records of the meeting, please understand that Greg Robertson is at the bargaining table as negotiating counsel for the Debtors, given the depth of his experience in collective bargaining negotiations for the Company. Davis Polk represents the Debtors with respect to all aspects of the bankruptcy, as I believe you know. For the avoidance of doubt, the Debtors do not concede the legal point that five-year-old solvency opinions constitute information that the Union must receive in order to evaluate whether the Debtors' proposals are necessary to the reorganization today. In fact, Ben Hatfield expressed the Debtors' position that the requested information did not appear to be relevant to the bargaining process when the request was discussed after the 11:15 AM break at the November 29th session. In addition, while you asked for something akin to a privilege log regarding the documents, Ben and Greg indicated that the Debtors would take the request under advisement but did not agree to prepare a log. That said, the Debtors may be prepared to produce the requested materials in the event confidentiality and privilege issues can be addressed, which is why we would like to discuss the matter further with counsel; we are happy to have that discussion with you directly or with Fred Perillo.

As for your comments about potential claims against Peabody or Arch, you are correct in noting that such potential claims belong to the estate. But speculation about the eventual value of such potential claims cannot be a factor in the information sharing that is required under 1113/1114. In accordance with the Bankruptcy Code, the Debtors' proposals set forth the modifications that are necessary based on the Debtors' financial condition today. I trust that you are not suggesting the Union must make an assessment of potential claims the Debtors' may have against third-parties (or await the outcome of any lawsuits asserting such claims, which may take years to resolve) before it can respond to the Debtors' proposals. If that is your position, however, please advise me so that the Debtors can consider how this impacts the negotiations. Indeed, the Debtors are concerned that much of the Union's questioning at the bargaining table has revolved around Peabody, and there have been relatively few questions concerning the terms of the Debtors' proposals.

If what you are suggesting instead is that the Union's counterproposal may include reference to such potential estate causes of action, we will review your position in the context of that counterproposal, which we hope is forthcoming soon.

The Debtors are mindful that the Union has a lawsuit pending against Peabody, and that the Union is interested in the Debtors' investigation into potential estate claims against Peabody. But the 1113/1114 process should not be used as a vehicle for the Union to seek discovery that it should properly seek in the context of its own lawsuit against Peabody, or through a motion pursuant to Rule 2004 in the bankruptcy court.

I am happy to discuss these issues further with you and/or Fred on a telephone call that need not burden the many people copied on this email correspondence. I am confident that we can reach a resolution.

Best,
Elliot

EXHIBIT 28

From: Moskowitz, Elliot
Sent: Wednesday, December 05, 2012 2:52 PM
To: 'Art Traynor'
Cc: Grant Crandall; fp@previant.com
Subject: RE: Patriot

Art, I will discuss the privilege log request with my clients. For efficiency, though, let me convey my thoughts on a compromise for you to consider (and I do hope you can return my call when you are ready). I think it would be helpful if you could simply send us a (focused) subpoena for the information you seek. The subpoena would be a third-party subpoena in connection with the Union's lawsuit against Peabody. Pursuant to the subpoena, we would produce whatever spin-era solvency materials we have in our files (something I am still assessing). Pursuant to our Separation Agreement with Peabody, we would advise Peabody that we are producing this material and if they had any issue they could try to object as set forth in that agreement.

confirm this with my clients but please consider if this pathway gets us to a conclusion.

I want to

Thanks,
Elliot

From: Art Traynor [<mailto:atraynor@umwa.org>]
Sent: Wednesday, December 05, 2012 12:38 PM
To: Moskowitz, Elliot
Cc: Grant Crandall; fp@previant.com
Subject: Re: Patriot

Elliot,

I will be in touch once I have reviewed with our team the points made in your most recent correspondence. In the meantime, I do not see the harm in Debtors following up on delivery of the privilege log.

Art

EXHIBIT 29

From: adam.rosen@us.pwc.com [<mailto:adam.rosen@us.pwc.com>]

Sent: Thursday, December 06, 2012 7:40 PM

To: Ken Hiltz

Cc: 'Art Traynor'; 'Hatfield, Ben'; bruce.m.buchanan@us.pwc.com; 'Buschmann, Mark'; 'Lucha, Dale'; 'Hartsog, Kent'; Moskowitz, Elliot; 'Grant Crandall'; 'Huffard, Flip'; 'Bean, Joe'; 'Lushefski, Jack'; Mazzotti, Joseph; 'Judy Rivlin'; Huebner, Marshall S.; 'Luna, Michael'; perry.mandarino@us.pwc.com; fp@previant.com

Subject: Status of Due Diligence Items

Ken,

Attached please find an updated status report on our due diligence items. Please let me know if there are any discrepancies.

Thanks

Adam M. Rosen
Director

PricewaterhouseCoopers LLP (pwc.com)
300 Madison Avenue
New York, NY 10017
Telephone: +1 646 471 7763
Facsimile: +1 813 329 9769
Mobile: +1 973 768 8177
adam.rosen@us.pwc.com

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| # | Requested Item | Status |
|---|--|-----------------------------------|
| 1 | Excel version of business plan reflected in the §1113/1114 proposal presentation | Complete |
| 2 | Excel version of the business plan that does not contemplate §1113/1114 savings – e.g. model the "Cash Without 1113/1114 Savings" from page 32 of the presentation is based on | Complete |
| 3 | List of all actions already taken to conserve cash, including date implemented, cash savings by year and cost to implement – e.g. support and detail behind the 2nd bullet on page 9, 3rd bullet of page 27 and page 28 of the 1113/1114 proposal presentation | Complete |
| 4 | Further detail of all post-filing cash savings initiatives referenced on page 29 of the § 1113/1114 proposal presentation | Complete |
| 5 | Detail of all proposed savings related to corporate positions and non-unionized mines assumed in the business plan | Complete |
| 6 | Copies of any diligence reports or solvency opinions prepared in connection with the Peabody and Arch transactions | Open - To be discussed by counsel |
| 7 | For each mine, please provide: By category, for each quarter beginning 1Q'09, through present and projections through 2016. A. # of union employees – Wages – Regular – Overtime – 1974 Pension Contribution – 401(k) contribution – Other remuneration (provide detailed description of each type, in addition to amount.) B. Non-union employee – Wages – Regular – Overtime – Pension or other defined benefit retirement plan contribution. – 401(k) contribution. – Other remuneration (provide detailed description of each type, in addition to amount.) C. # of contractor employees – Total cost of contractors at operation – Wages – Regular – Overtime | Complete |
| 8 | For each mine, a summary of total labor costs for each of the past two full years and YTD (2010, 2011, and YTD 2012), broken out as follows: – Total straight time wages and total number of straight time hours worked – Total overtime wages and total number of overtime hours worked – Total of all other wage payments (e.g., shift differentials) and supporting details of hours worked for such payments – Total paid time off payments, broken out by vacation, holiday, sick time, personal time, or other pertinent categories – Total hours worked for which contributions into the various UMWA multiemployer pension and health & welfare funds were required, and total amounts paid into each such fund – Total contributions into the UMWA multiemployer pension or H&W | Complete |

| | | |
|----|---|--|
| | <p>funds that were dependent on coal purchases, as stipulated in the relevant CBAs, and the basis for such payments (e.g., units of coal and applicable contribution amount)</p> <ul style="list-style-type: none"> - Total P&L expense incurred for retiree medical obligations (e.g., FAS 106 expense - not cash benefit costs) - Payroll taxes paid for FICA, Medicare, and state and federal unemployment taxes - Any bonus, profit sharing, or other similar payments - Workers compensation expense - Another other compensation expense not otherwise specified above | |
| 9 | <p>Per the section 1113/1114 proposal, please provide summary plan descriptions (SPDs) for current active employee benefits (both union and non-union) and for proposed 90/10 plan.</p> | <p>Partially Complete Key Missing Information: 90/10 plan summary when available</p> |
| 10 | <ul style="list-style-type: none"> • In excel, a full and complete census showing each individual union employee, please indicate employee indicator, DOB, DOH, base salary, other compensation (incentive, bonus, etc), hours worked, overtime hours/double time/ triple time, wage rate, job grade, 401(k) deferral, 401(k) employer match, paid time off eligibility, extended healthcare participation, clothing allowance, current severance eligibility, any other benefits. Within this census also include indicator for OPEB plan participation/active medical plan participation, eligibility to participate in OPEB, compensation used to calculate OPEB benefit, status (Terminated vested, retiree, fully eligible actives, not fully eligible actives), separate APBO and service cost for Health and life insurance , health plan enrollment (medical, dental, life, etc), for each health plan coverage elected (single, employee + 1, etc) • For the excel showing APBO benefits, please provide the version used by the actuaries | <p>Complete</p> |
| 11 | <p>Per the section 1113/1114 proposal, please provide employee benefit and compensation plans/policies Fringe/ P&L costs (e.g., retirement, health and welfare, other incentive compensation, deferred compensation, paid time off, etc.) for non-union employees. Please also provide costs as a percentage of pay.</p> | <p>Partially Complete Key Missing Information: Current non-union employee fringe cost (as a percentage of base pay) for each of the benefit plans (i.e., retirement, H&W, etc)</p> |

| # | Requested Item | Status |
|----|--|---|
| 1 | Please provide an indicator separating employees into the 4 bargaining unit buckets in file #1.2.14 (i.e., 2011 Gateway Eagle CBA, Other Gateway arrangements, Highland labor agreement, 2011 Apogee, Eastern Heritage and Hobet CBA). | Complete |
| 2 | Please provide hours worked for the 1974 pension contributions, 1993 benefit trust contributions, service payment, retiree bonus contribution, inexperienced miner payment, etc in the census file #1.2.11.6 (if different than regular hours worked). | Partially Complete. Please provide hours worked for 1993 benefit trust contribution, service payment, retiree bonus contribution, etc |
| 3 | Please provide an indicator for pension opt-out in the census file (#1.2.11.6). | Open |
| 4 | For 2013-2016, please break out budgeted headcount and hours into the 4 bargaining units described above (i.e., 2011 Gateway, other Gateway, etc). These figures should reflect the projected savings over the same period in file #1.2.14. For budgeted hours, please separate hours into regular/overtime/Saturday/Sunday/Holiday and 1st shift/2nd shift/3rd shift. | Complete |
| 5 | Per the 1113 proposal, please provide wages for employees with job grades of S6 or U6 (found in census file #1.2.11.6) | Complete |
| 6 | Please provide the wage rates for non-union surface mines, preparation plants, and surface facilities for deep mines. What rates were used to calculate the savings in items 2 and 3 in #1.2.14? | Partially Complete. Please provide what rates were used in to calculate the savings in items 2 and 3 in #1.2.14. |
| 7 | Please provide support for projected savings during 2013-2016 for item 11 "Retiree Bonus Contributions" in file #1.2.14. | Open |
| 8 | Please provide support for projected savings during 2013-2016 for items 20 and 21 ("Health Care" and "Extended Health Care") in file #1.2.14, including layoff rates and projected COBRA premiums. | Complete |
| 9 | Please provide support for projected savings during 2013-2016 for items 22 through 25 ("Work Rules") in file #1.2.14, including backup of the savings calculation. | Open |
| 10 | Please provide the name and date of birth of retirees, disabled retirees and surviving spouses who were acquired by Patriot as part of the Peabody transaction (those who were medical eligible). The date of the data can be as of the date of separation or as of date of the valuation data | Complete |

EXHIBIT 30

From: Mazzotti, Joseph <jmazzotti@alixpartners.com>
Sent: Friday, December 07, 2012 8:37 PM
To: 'adam.rosen@us.pwc.com'; 'Susan Jennik'; 'Grant Crandall'; 'Art Traynor'; 'Judy Rivlin';
'perry.mandarino@us.pwc.com'; 'bruce.m.buchanan@us.pwc.com'
Cc: Moskowitz, Elliot; 'Bean, Joe'; Huebner, Marshall S.; 'Hatfield, Ben'; 'Lushefski, Jack';
'Buschmann, Mark'; 'Huffard, Flip'; 'Hartsog, Kent'; 'Luna, Michael'; 'Lucha, Dale'; Hiltz,
Ken
Subject: Data Request Status
Attachments: Draft 12-6-12 Status Report in Response to PWC data request of 11-30-12.pdf; Draft
12-6-12 Status Report in Response to PWC data request of 11-19-12.pdf; Draft 12-6-12
Status Report in Response to PWC data request of 10-31-12.pdf

Adam,

Thank you for providing your status updates last night. Attached please find our current status updates. Note with respect to item 3 of the 11/30 information request that our response is incorporated in the status report. Additionally, as indicated in our status reports, we have posted files in response to items 6, 7, and 9. Please let us know if the information we posted is not responsive to your intent, or if you require additional information for those items.

Please also confirm that you regard the 10/31 information request as completed.

Additionally, note that we have posted our capital expenditures by category and the price mapping document as you requested on our call yesterday.

Regards,

Ken Hiltz & Joe Mazzotti

Joe Mazzotti

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12/6/12 Status Report in Response to PWC First Information Request dated 10/31/12

| PWC Request: | Status: |
|---|---|
| 1. Complex-level quarterly financial statements for FY 2009, 2010, 2011. Format similar to "Bottom line package by complex" file 1.2.5.5.1 | Posted to data room on 11/15 as 1.2.11.1 Complete |
| 2. Entity-level quarterly financial statements for FY 2009, 2010, 2011 and 2012 YTD (through September) - Format similar to "Consolidating Income Statement Drillable (May 2012).CONFIDENTIAL" file 1.2.6.33 | Posted to data room on 11/15 as 1.2.11.2 and 1.2.11.3 Complete |
| 3. Additional detail regarding labor and labor-related expenses for each legal entity broken out by union, non-union and contractor for the period 1Q'10-3Q'12, including: - Wages - Regular - Overtime - 1974 Pension Contribution - 401(k) contribution - Other remuneration (provide detailed description of each type, in addition to amount) | Requires report development to extract requested data by legal entity; still in progress; will be provided when available <i>As this is very similar to item 7 of the 11/19 request (which requests data by mine), is the data needed by legal entity?</i> |
| 4. Complete list of all SG&A/corporate overhead expenses for FY'10,11 and YTD'12, including the detail and explanation of how corporate overhead expenses were allocated to each legal entity for FY'10,11 and YTD'12 | FY '10 and '11 posted to data room on 11/6 as 1.2.11.4; FY '12 posted on 11/9 as 1.2.11.5 Complete |
| 5. All restructuring initiatives undertaken since 2010 at both the corporate and legal entity level, including: - Targeted savings - Savings realized Date /period implemented - Cost to implement | Presentation accompanying 1113/1114 proposals provided descriptions of initiatives – posted 11/15 as 1.2.13 and 1.2.15; additional detail requested 11/19 – see item 3 under response 11/19 request Complete |

12/6/12 Status Report in Response to PWC First Information Request dated 10/31/12

Pg 4 of 11

| PWC Request: | Status: |
|--|---|
| <p>6. In excel, a full and complete census showing each individual union employee, please indicate employee indicator, DOB, DOH, base salary, other compensation (incentive, bonus, etc), hours worked, overtime hours/double time/ triple time, wage rate, job grade, 401(k) deferral, 401(k) employer match, paid time off eligibility, extended healthcare participation, clothing allowance, current severance eligibility, any other benefits. Within this census also include indicator for OPEB plan participation/active medical plan participation, eligibility to participate in OPEB, compensation used to calculate OPEB benefit, status (Terminated vested, retiree, fully eligible actives, not fully eligible actives), separate APBO and service cost for Health and life insurance, health plan enrollment (medical, dental, life, etc), for each health plan coverage elected (single, employee +1, etc). For the excel showing APBO benefits, please provide the version used by the actuaries.</p> | <p>Most of this data was posted to the data room on 11/15 as 1.2.11.6; an additional file containing union benefit elections was posted on 11/20 as 1.2.11.7; the remaining portion, Individual Actuarial Liability, is not available for the time period requested – the company’s actuarial advisor is completing an update which will include individual liability – this updated report will be provided when available</p> |
| <p>7. In Excel, the complete seven (7) mortality tables listed on page 24 of the 2012 OPEB report (5 for Healthy Mortality and 2 for Disabled Mortality). While we can probably reconstruct the tables from the descriptions provided, we want to ensure that we have the correct qx's.</p> | <p>Posted to the data room on 11/15 as 1.2.11.8 Complete</p> |
| <p>8. The complete withdrawal tables for the four (4) groups shown on page 25 of the 2012 OPEB report.</p> | <p>Posted to the data room on 11/15 as 1.2.11.8 Complete</p> |
| <p>9. The complete disability tables for the two(2) groups shown on page 25 of the 2012 OPEB report.</p> | <p>Posted to the data room on 11/15 as 1.2.11.8 Complete</p> |

12/6/12 Status Report in Response to PWC Second Information Request dated 11/19/12

| PWC Request: | Status: |
|---|--|
| <p>1 Excel version of business plan reflected in the §1113/1114 proposal presentation</p> <p>Supplemental request made via email on 11/26/12 for “functioning version of the business plan model”</p> | <p>Posted to the data room on 11/20 as 1.2.2.1; with respect to the supplemental request, the model was posted to the data room on 12/3/12</p> <p>Complete</p> |
| <p>2 Excel version of the business plan that does not contemplate §1113/1114 savings – e.g. model the "Cash Without 1113/1114 Savings" from page 32 of the presentation is based on</p> | <p>Posted to the data room on 11/20 as 1.2.2.2</p> <p>Complete</p> |
| <p>3 List of all actions already taken to conserve cash, including date implemented, cash savings by year and cost to implement – e.g. support and detail behind the 2nd bullet on page 9, 3rd bullet of page 27 and page 28 of the 1113/1114 proposal presentation</p> | <p>The company has assembled and posted a variety of support documents addressing this request; item 1.2.12.1 was posted 11/21/12; 1.2.12.2 – 1.2.12.5 and 1.2.12.17 were posted 11/27/12; item 1.2.12.21 was posted on 11/28/12</p> <p>Complete</p> |
| <p>4 Further detail of all post-filing cash savings initiatives referenced on page 29 of the § 1113/1114 proposal presentation</p> | <p>The company has assembled and posted a variety of support documents addressing each line item on page 29; item 1.2.12.22 was posted to the data room on 11/28/12</p> |
| <p>5 Detail of all proposed savings related to corporate positions and non-unionized mines assumed in the business plan</p> | <p>Certain of the documents being assembled for items 3 and 4 will address this</p> <p>Complete</p> |
| <p>6 Copies of any diligence reports or solvency opinions prepared in connection with the Peabody and Arch transactions</p> | <p>Please clarify the relevance of this request to the Union’s ability to evaluate the 1113/1114 proposals; counsel should discuss</p> |

12/6/12 Status Report in Response to PWC Second Information Request dated 11/19/12

| PWC Request: | Status: |
|---|--|
| <p>7 For each mine, please provide: By category, for each quarter beginning 1Q'09, through present and projections through 2016.</p> <p>A. # of union employees</p> <ul style="list-style-type: none"> -Wages - Regular - Overtime - 1974 Pension Contribution - 401(k) contribution - Other remuneration (provide detailed description of each type, in addition to amount.) <p>B. Non-union employee</p> <ul style="list-style-type: none"> -Wages - Regular - Overtime - Pension or other defined benefit retirement plan contribution - 401(k) contribution - Other remuneration (provide detailed description of each type, in addition to amount.) <p>C. # of contractor employees</p> <ul style="list-style-type: none"> - Total cost of contractors at operation - Wages - Regular - Overtime | <p>Items 1.2.12.22 and 1.2.12.23, which address the 1974 Pension Contribution information requested in 7A, were posted on 11/30/12; items 1.2.12.31 and 1.2.12.32, which address the remaining parts of 7A and 7B, were posted on 12/3/12</p> <p>With regard to item 7 C, we do not have access to the requested staffing details or wage information for our contract miners, since they are independently owned and operated by unaffiliated third parties</p> <p>Complete</p> |

12/6/12 Status Report in Response to PWC Second Information Request dated 11/19/12

| PWC Request: | Status: |
|--|---|
| <p>8 For each mine, a summary of total labor costs for each of the past two full years and YTD (2010, 2011, and YTD 2012), broken out as follows:</p> <ul style="list-style-type: none"> - Total straight time wages and total number of straight time hours worked - Total overtime wages and total number of overtime hours worked - Total of all other wage payments (e.g., shift differentials) and supporting details of hours worked for such payments - Total paid time off payments, broken out by vacation, holiday, sick time, personal time, or other pertinent categories - Total hours worked for which contributions into the various UMWA multiemployer pension and health & welfare funds were required, and total amounts paid into each such fund - Total contributions into the UMWA multiemployer pension or H&W funds that were dependent on coal purchases, as stipulated in the relevant CBAs, and the basis for such payments (e.g., units of coal and applicable contribution amount) - Total P&L expense incurred for retiree medical obligations (e.g., FAS 106 expense - not cash benefit costs) - Payroll taxes paid for FICA, Medicare, and state and federal unemployment taxes - Any bonus, profit sharing, or other similar payments - Workers compensation expense - Another other compensation expense not otherwise specified above | <p>Regarding bullet 6, Patriot has no UMWA plan contributions based on coal purchases</p> <p>Regarding bullet 7, the company posted items 1.2.12.24 and 1.2.12.25 on 11/30/12</p> <p>Regarding other parts of this request, the company developed an extract from our payroll system in order to assemble most of the data needed. The data was posted as item 1.2.12.33 on 12/4/12</p> <p>Complete</p> |
| <p>9 Per the section 1113/1114 proposal, please provide summary plan descriptions (SPDs) for current active employee benefits (both union and non-union) and for proposed 90/10 plan.</p> | <p>A portion of non-union employee benefit summary plan descriptions were posted to the data room on 10/12/12. They can be found in folder 1.4 MEPP & Healthcare Documents, sub-folder 1.4.1 Active & Non-Represented Hourly.</p> <p>The current UMWA welfare benefit plan summary plan description was also</p> |

12/6/12 Status Report in Response to PWC Second Information Request dated 11/19/12

| PWC Request: | Status: |
|--|--|
| | <p>posted to the data room on 10/10/12. This can be found in sub-folder 1.4.3 UMWA</p> <p>Additional SPDs were posted as items 1.2.12.6 – 1.2.12.16 on 11/27/12</p> <p>On 11/27/12, we posted items 1.2.12.18 – 1.2.12.20, the 2013 open enrollment guides, describing the 2013 non-union employee benefits program and changes from 2012. A formal summary plan description (SPD) has not yet been prepared for the new 90/10 plan – it will be provided when available</p> |
| <p>10 In excel, a full and complete census showing each individual union employee, please indicate employee indicator, DOB, DOH, base salary, other compensation (incentive, bonus, etc), hours worked, overtime hours/double time/ triple time, wage rate, job grade, 401(k) deferral, 401(k) employer match, paid time off eligibility, extended healthcare participation, clothing allowance, current severance eligibility, any other benefits. Within this census also include indicator for OPEB plan participation/active medical plan participation, eligibility to participate in OPEB, compensation used to calculate OPEB benefit, status (Terminated vested, retiree, fully eligible actives, not fully eligible actives), separate APBO and service cost for Health and life insurance , health plan enrollment (medical, dental, life, etc), for each health plan coverage elected (single, employee +1, etc) - or the excel showing APBO benefits, please provide the version used by the actuaries</p> <p>Supplemental request made via email on 11/26/12 to “include on file 1.2.11.6: 1) Union indicator (i.e., Apogee, Hobet, Fairley Eagle, etc) 2) Medical coverage by tier (employee, employee + 1, family, etc)”</p> <p>Additionally, a request was made for a conference call with Mercer to discuss the census file provided with document 1.2.11.8</p> | <p>With the exception of the request for APBO and service cost per eligible individual, the requested information has already been provided in two parts. Most of the data was posted to the data room the week of 11/12/12. This information can be found in documents 1.2.11.6. An additional file was posted as 1.2.11.7 on 11/20/12. We do not currently possess an individual liability breakdown for the 2012 Actuarial Valuation Report. An updated report with individual liability analysis is being prepared by Mercer. We estimate receiving that information from Mercer in early December and will promptly include the file in the data room</p> |

12/6/12 Status Report in Response to PWC Second Information Request dated 11/19/12

| PWC Request: | Status: |
|---|--|
| <p>During the conference call with Mercer, an additional request was made for listings of company and mine codes to facilitate interpretation of the reports previously provided</p> | <p>With regard to the supplemental request, the company posted the additional requested information as 1.2.11.9 on 12/5/12</p> <p>With regard to the request for a conference call with Mercer, the call was conducted on 11/29/12; the company and mine codes listings requested during the call were added to the data room on 12/1/12 as document 1.2.12.27 and 1.2.12.28</p> <p>Complete</p> |
| <p>11 Per the section 1113/1114 proposal, please provide employee benefit and compensation plans/policies Fringe/ P&L costs (e.g., retirement, health and welfare, other incentive compensation, deferred compensation, paid time off, etc.) for non-union employees. Please also provide costs as a percentage of pay.</p> <p>Clarification made via email on 11/26/12 to “please provide current non-union employee fringe cost (as a percentage of base pay) for each of the benefit plans (i.e., retirement, health and welfare, paid time off, etc)”</p> | <p>The company has supplemented the documents provided in response to item 9 with additional incentive compensation materials, posted as 1.2.12.29 and 1.2.12.30 on 12/1/12.</p> <p>The company also requested clarification on 11/21/12 with respect to the percentage of pay question. Based on the clarification provided, the company is working to complete the request and will provide when available</p> |

12/6/12 Status Report in Response to PWC Second Information Request dated 11/30/12

| PWC Request: | Status: |
|---|--|
| 1. Please provide an indicator separating employees into the 4 bargaining unit buckets in file #1.2.14 (i.e., 2011 Gateway Eagle CBA, Other Gateway arrangements, Highland labor agreement, 2011 Apogee, Eastern Heritage and Hobet CBA). | Item 1.2.18.1 was posted on 12/3/12 Complete |
| 2. Please provide hours worked for the 1974 pension contributions, 1993 benefit trust contributions, service payment, retiree bonus contribution, inexperienced miner payment, etc in the census file #1.2.11.6 (if different than regular hours worked). | In progress, will provide when available |
| 3. Please provide an indicator for pension opt-out in the census file (#1.2.11.6). | No employees have opted out Complete |
| 4. For 2013-2016, please break out budgeted headcount and hours into the 4 bargaining units described above (i.e., 2011 Gateway, other Gateway, etc). These figures should reflect the projected savings over the same period in file #1.2.14. For budgeted hours, please separate hours into regular/overtime/Saturday/Sunday/Holiday and 1st shift/2nd shift/3rd shift. | Items 1.2.18.11 and 1.2.18.12 were posted on 12/5/12 Complete |
| 5. Per the 1113 proposal, please provide wages for employees with job grades of S6 or U6 (found in census file #1.2.11.6) | We sent an email to PWC on 12/3/12 explaining our confusion by the wording of request # 5, and indicating that S6 and U6 are not contract pay grades, but are utilized to avoid technical limitations in our payroll system. Per PWC's status of 12/6/12, we regard this as completed. Complete |
| 6. Please provide the wage rates for non-union surface mines, preparation plants, and surface facilities for deep mines. What rates were used to calculate the savings in items 2 and 3 in #1.2.14? | Item 1.2.18.3 was posted on 12/3/12; additionally, item 1.2.18.11 posted in response to item 4 contains the rates requested Complete |
| 7. Please provide support for projected savings during 2013-2016 for item 11 "Retiree Bonus Contributions" in file #1.2.14. | Item 1.2.18.2 was posted on 12/3/12 Complete |

12/6/12 Status Report in Response to PWC Second Information Request dated 11/30/12

| PWC Request: | Status: |
|---|---|
| <p>8. Please provide support for projected savings during 2013-2016 for items 20 and 21 ("Health Care" and "Extended Health Care") in file #1.2.14, including layoff rates and projected COBRA premiums.</p> | <p>Item 1.2.18.5, relating to projected COBRA premiums, was posted on 12/3/12; Item 1.2.18.6, related to Extended Health Care savings, was posted on 12/4/12; item 1.2.18.13, related to Health Care was posted on 12/6/12 Complete</p> |
| <p>9. Please provide support for projected savings during 2013-2016 for items 22 through 25 ("Work Rules") in file #1.2.14, including backup of the savings calculation.</p> | <p>Items 1.2.18.7 – 1.2.18.10 were posted on 12/4/12 Complete</p> |
| <p>10. Please provide the name and date of birth of retirees, disabled retirees and surviving spouses who were acquired by Patriot as part of the Peabody transaction (those who were medical eligible). The date of the data can be as of the date of separation or as of date of the valuation data</p> | <p>Item 1.2.18.4 was posted on 12/3/12 Complete</p> |

EXHIBIT 31



BENNETT K. HATFIELD
President and Chief Executive Officer
(314) 275-3638 Direct (Corporate)
(304) 380-0264 Direct (Charleston)
(304) 380-0384 Fax
bhatfield@patriotcoal.com

December 7, 2012

Mr. Cecil Roberts
President
United Mine Workers of America
18354 Quantico Gateway Drive
Suite 200
Triangle, VA 22172

Dear Mr. Roberts:

This responds to your letter dated November 30, 2012. You raised several points in your letter, and there have been developments over the last few days that I wish to address as well.

I. Information Sharing

As you know, and as you and your advisors have repeatedly affirmed to us in our negotiating sessions, Patriot has been extremely cooperative in responding to the UMWA's broad information requests. Among the more than 13,500 pages of material Patriot has already produced to the UMWA, Patriot has shared each of the items identified in your letter that are arguably relevant to the 1113/1114 process. Specifically, Patriot has shared (1) the dynamic version of their business model (and have already participated in discussions with your advisors about the model), *see* data room at 1.2.2.3; (2) a break-out of historical costs by mine complex and entity, *see* data room at 1.2.11.1 and 1.2.11.3; and (3) details regarding administration of the retiree medical assumption agreements associated with the 2007 spin-off, *see* data room at 1.3.6.25-27 and 1.3.6.5-10.

As for your request for "diligence reports and solvency opinions addressing the Peabody spinoff and subsequent acquisition of the Magnum acquisitions," I have suggested that our attorneys discuss this request with one another, and I understand those discussions have begun. As I advised you during our most recent negotiating session, requests for documents concerning the 2007 spin-off may be relevant to the UMWA's lawsuit against Peabody, but such materials do not constitute information that the UMWA requires in order to evaluate whether the modifications proposed by Patriot are necessary to the reorganization. While Patriot intends to carefully examine the spin-off and related transactions for potential causes of action, that investigation cannot be allowed to delay or affect the 1113/1114 process, through which Patriot must obtain critical savings immediately in order to survive. Indeed, Patriot is concerned that the focus of the UMWA's questions during our negotiating sessions has been around Peabody and

the 2007 spin-off, and there have been relatively few questions concerning the terms of Patriot's proposals which are at issue in this process.

In any event, although Patriot believes these materials are not relevant to the 1113/1114 process, Patriot has proposed, through our attorneys, a compromise wherein Patriot would agree to produce such materials to the UMWA, provided that the UMWA send a subpoena to Patriot in advance. This procedure would allow Patriot to properly address confidentiality and privilege obligations that may apply to such materials.

Aside from the issue concerning the spin-off documents, I understand that nearly all requests posed by the UMWA's advisors have been satisfied, and all will soon be. I am hopeful this remaining issue can be resolved as well.

II. The Need for a Counterproposal

As you know, Patriot delivered their 1113 and 1114 proposals on November 15, 2012, some three weeks ago, and the data room containing relevant information was opened a month before that. While Patriot understands and appreciates that the proposals were thorough and complex, we are at the point where it would be appropriate for the UMWA to make a counterproposal if our negotiations are to advance.

In our discussion on Wednesday, December 5, you advised me that the UMWA would be unable to make a counterproposal until at least 10 days after PwC received the dynamic version of Patriot's business plan and made a presentation to the UMWA. Based on discussions with PwC, we do not even know if that timetable is achievable for the UMWA. Indeed, when we raised this issue with PwC today, they were unaware that the timing of a counterproposal was contingent on their review of the model, or that a 10 day timetable – or any timetable – had been discussed. In any event, please treat this letter as a request for a counterproposal from the UMWA as soon as possible and in any event by next week, which would mark a month since Patriot delivered its proposals.¹

III. Additional Negotiation Sessions

As discussed briefly during our December 5 call, I was disappointed by the limited number of near-term dates you have offered for the 1113/1114 negotiating sessions. While our attorney has a scheduling conflict that precludes meeting on December 11, we remain available to meet – anywhere, anytime – on numerous other days between now and December 18, including December 10, 13 and 14, as well as December 18 itself. The risk of waiting until December 18 to continue our negotiations is that it will leave very little room before the holidays for progress to be made. As I have confirmed in several meetings, Patriot is currently burning through borrowed money at an unsustainable pace. The need for relief through these 1113/1114 negotiations is extremely time critical as we struggle to preserve our nearly 4,000 jobs through the toughest coal industry downturn seen in several decades. I urge you to make your team

¹ Your counsel appears to have suggested that the investigation into potential claims against Peabody must progress before the UMWA can evaluate Patriot's proposals. Needless to say, if that is the UMWA's position, Patriot does not agree.

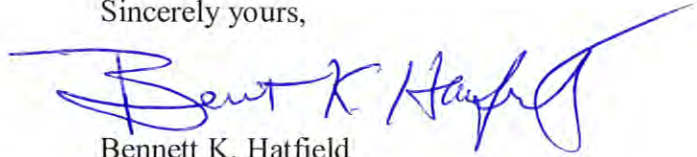
available for additional negotiating sessions on the dates indicated above. I understand you will call me on Monday to report the UMWA's position in this regard.

IV. Patriot's Retention and Incentive Plans

In your letter, you express surprise that I did not mention Patriot's proposed retention and incentive plans during our most recent negotiating session on November 29. Patriot provided the proposals to the Committee that same day, and the UMWA received the proposals as a member of the Committee. While I appreciate that these plans are a subject of interest to the UMWA, we did provide the plans to the UMWA in a timely fashion and the UMWA is being afforded the same access and information as its fellow members of the Committee. And as you know, we discussed the plans at the December 5 Committee meeting, at which time the UMWA expressed its views. Patriot plans to continue to be open and transparent with the UMWA regarding matters that are critical to a successful reorganization, as we have been to this point.

I look forward to working productively together to achieve a negotiated resolution to the difficult issues we have been discussing.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Bennett K. Hatfield", with a long, sweeping flourish extending to the right.

Bennett K. Hatfield

EXHIBIT 32

| # | Requested Item |
|---|--|
| 1 | Any analysis or schedule prepared by the Debtors and/or their advisors that detail creditor recoveries and Plan of Reorganization structures |
| 2 | To the extent not explicitly covered above, any analysis quantifying the value of the "allowed unsecured claims against Patriot's estate", as referenced in the Section 1114 proposal and further discussed at the November 29th meeting |
| 3 | Any valuation materials prepared by the Debtors and/or their advisors in support of the above-mentioned analyses |
| 4 | A copy of the "Bank Plan", including all financial statements and assumptions, as reflected in the December 5th report to the UCC |
| 5 | Copies of alternative Section 1113 and 1114 proposals developed and evaluated by the Debtors prior to November 15th |

EXHIBIT 33

From: Fred Perillo [mailto:fp@previant.com]
Sent: Monday, December 10, 2012 5:39 PM
To: Moskowitz, Elliot
Cc: Grant Crandall; Art Traynor
Subject: RE: Patriot

Dear Elliot,

I am responding to your message below to Art Traynor.

First, thank you for your call of this morning.

Second, we believe that the potential recovery in the Peabody litigation is a major asset of the estate and that the insolvency opinions are relevant to understanding how that potential recovery may have an impact on the proposals made pursuant to secs. 1113 and 1114. We therefore think the union has a right to the information as a matter of the secs. 1113 and 1114. Like any other asset of the estate, this asset must be taken into account in determining both the necessity and the equities of the proposals. I understand Patriot may disagree with the union over the valuation of the asset; hence the need for the opinions. The questions whether asset recovery is too difficult or too lengthy are of course arguments about the weight that should be given to opinions by the parties, or perhaps by the court, but we don't believe there is a serious question that the union is entitled to the opinions.

Third, while I appreciate your suggestion of a subpoena in different litigation, I think it would not be prudent to confuse the issues here with that other litigation, and we do not believe that Peabody has a right to object to our receipt of information in a sec. 1113 or 1114 matter, as it might if the information were requested in a roundabout way. We don't wish to muddy the issue by seeking the information through the back door in a subpoena in other litigation.

It is therefore our position that we are entitled to this information and that the debtors have an obligation to provide it pursuant to sec. 1113(b)(1)(A) and (B) and sec. 1114(f)(1)(A) and (B). Whether or not these potential recoveries exist of

course affects the size of concession amount, and the related question of how to spread the concessions fairly and equitably. Without this information, we do not believe we can fully evaluate your requests.

Please let us know about the privilege log at your earliest convenience.

Very truly yours,

Fred Perillo
Frederick Perillo
The Previant Law Firm, s.c.
1555 North Rivercenter Drive, Suite 202
Milwaukee, WI 53212
Phone: 414-271-4500
Facsimile: 414-271-6308
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From: Moskowitz, Elliot [<mailto:elliot.moskowitz@davispolk.com>]
Sent: Wednesday, December 05, 2012 1:52 PM
To: 'Art Traynor'
Cc: Grant Crandall; Fred Perillo
Subject: RE: Patriot

Art, I will discuss the privilege log request with my clients. For efficiency, though, let me convey my thoughts on a compromise for you to consider (and I do hope you can return my call when you are ready). I think it would be helpful if you could simply send us a (focused) subpoena for the information you seek. The subpoena would be a third-party subpoena in connection with the Union's lawsuit against Peabody. Pursuant to the subpoena, we would produce whatever spin-era solvency materials we have in our files (something I am still assessing). Pursuant to our Separation Agreement with Peabody, we would advise Peabody that we are producing this material and if they had any issue they could try to object as set forth in that agreement.

I want to confirm this with my clients but please consider if this pathway gets us to a conclusion.

Thanks,
Elliot

EXHIBIT 34



FAX



Name: Mr. Bennet Hatfield
Fax: 314-275-3660
Date: December 11, 2012
Pages: 3, including cover page

Presidents Office
United Mine Workers of America
18354 Quantico Gateway Drive, Suite 200
Triangle, VA 22172
703-291-2420
703-291-2451 (FAX)

United Mine Workers of America

CECIL E. ROBERTS
INTERNATIONAL PRESIDENT



TELEPHONE
(703) 291-2420
FAX (703) 291-2451

UNITED MINE WORKERS' HEADQUARTERS
18354 QUANTICO GATEWAY DRIVE, SUITE 200

Triangle, VA

22172-1779

December 11, 2012

Mr. Bennett K. Hatfield
President and Chief Executive Officer
Patriot Coal
12312 Olive Boulevard, Suite 400
St. Louis, MI 63141

Dear Mr. Hatfield:

You will recall that shortly after your company filed for bankruptcy on July 9, 2012 we had a conversation in which you stated that you would submit for our consideration your proposals for modification of your collective bargaining and retiree healthcare obligations by the week of Labor Day. You widely missed that mark. But this is understandable, given the complexity of the issues raised in your proposals and the gravity of their potential impact on the future of Patriot and the well-being of the active and retired workforce to whom the company and its predecessors have made commitments. Our careful consideration of your proposals will not take nearly as long as you took to provide them, but this process cannot be unreasonably rushed.

When you finally provided to us on November 15, 2012 the extremely broad overview of your business plan along with your proposals, very little meaningful data had been provided to us in the data room or otherwise. The records generated when material is posted to the data room and the correspondence between our analysts reflect that the bulk of the information necessary to analyze your business plan and proposals has only been provided in the several weeks since our first meeting. Indeed, critical data regarding the pricing, production and other assumptions underlying your plan – to take only a few of many examples of absolutely essential data - have only been provided in the last few days. And critical information requested by our analysts at Pricewaterhouse Coopers (“PWC”) and by our negotiating team at the bargaining table has yet to be provided, including but not limited to: documents and information about your analyses of the unsecured claim you propose as the primary funding source for the proposed VEBA; a

comprehensible and sufficiently specific explanation of the content of your proposal to make profit-sharing contributions to the VEBA; information about the value of any claim against Peabody or Arch and supporting documents, including but not limited to a log of the solvency opinions and diligence reports you claim are confidential; information about implementation of your company's Medicare Part C program, including the cost of its implementation; an explanation of the financial impact of your company's failure to pursue discussions of savings to be realized in adoption of a prescription drug formulary; and, documents and information about alternative 1114 proposals that you referenced at our first meeting.

Please do not misconstrue our affirmation of your cooperation with necessary information exchange as a suggestion that your obligation to provide full and complete information has been satisfied. It has not. And each instance in which we've expressed gratitude for each others' cooperation, we have mutually affirmed that the process takes time and is moving forward. This is especially true where many of the questions we have asked at negotiation sessions are initially met with the response, "I don't know, we'll look into it." At every meeting and in follow-up correspondence we have let you know that your provision of full and complete information will be essential to our ability to fully digest and respond to your proposals. Indeed, this is precisely what the statute we are operating under contemplates. Where it took over four months from the filing of your bankruptcy petitions to the time you made your proposals, your suggestion that our counterproposals are delinquent less than four weeks later is unreasonable and, frankly, offensive.

Our analysts at PWC have requested and followed-up on information you have provided. Once they receive the information requested, they begin the analyses we ask them to perform. PWC does not determine the content or timing of our counterproposals and it is therefore unsurprising that you have been unable to accurately divine from your analysts' interactions with their staff the timing of our counterproposals.

We are encouraged that you acknowledge in your letter that our requests "will soon be" satisfied. Please ensure this happens promptly, so that we are able to have a productive session when next we meet. Our team is prepared to meet with you on the 18th, but we do not anticipate that we will have received a final analysis from PWC by that time. We do expect that you will have responded to all outstanding information requests.

Sincerely,



Cecil E. Roberts

EXHIBIT 35

From: Mazzotti, Joseph <jmazzotti@alixpartners.com>
Sent: Tuesday, December 11, 2012 7:21 PM
To: adam.rosen@us.pwc.com
Cc: 'Art Traynor'; 'Hatfield, Ben'; bruce.m.buchanan@us.pwc.com; 'Buschmann, Mark'; 'Lucha, Dale'; 'Hartsog, Kent'; Moskowitz, Elliot; 'Grant Crandall'; 'Huffard, Flip'; 'Bean, Joe'; 'Lushefski, Jack'; 'Judy Rivlin'; Huebner, Marshall S.; 'Luna, Michael'; perry.mandarino@us.pwc.com; fp@previant.com; Hiltz, Ken
Subject: RE: Patriot - Data Request
Attachments: 12-11-12 Status Report in Response to PWC data request of 12-10-12.pdf; PWC 12-10 item 4 - Modelv280 PV - for Data Room.xlsx

Adam,

Attached please find two documents: 1) a status update in response to your data request of last evening, and 2) a copy of the "Bank Plan" model referred to in item 4 of that request.

In addition to the requests reflected in all of the written information requests submitted by PwC, there have been several requests made orally at meetings and on conference calls. We have made every effort to be responsive to these additional requests, and have posted files to the data room in response. For clarity, it would be helpful if you would set forth any such additional requests in writing and indicate whether any remain outstanding at this time.

Regards,

Joe Mazzotti

AlixPartners | 2000 Town Center, Suite 2400 | Southfield, MI 48075
+1.248.204.0663 (o) | +1.248.633.4582 (m) | +1.248.263.8179 (fax)

jmazzotti@alixpartners.com | www.AlixPartners.com

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From: adam.rosen@us.pwc.com [<mailto:adam.rosen@us.pwc.com>]

Sent: Monday, December 10, 2012 6:33 PM

To: Hiltz, Ken

Cc: 'Art Traynor'; 'Hatfield, Ben'; bruce.m.buchanan@us.pwc.com; 'Buschmann, Mark'; 'Lucha, Dale'; 'Hartsog, Kent'; 'Moskowitz, Elliot'; 'Grant Crandall'; 'Huffard, Flip'; 'Bean, Joe'; 'Lushefski, Jack'; 'Judy Rivlin'; 'Huebner, Marshall S.'; 'Luna, Michael'; perry.mandarino@us.pwc.com; fp@previant.com; Mazzotti, Joseph

Subject: Patriot - Data Request

Ken,

Attached please find a list of additional diligence items. Please let me know if you have any questions or if any of the items need further clarification.

Best regards,

Adam

300 Madison Avenue
New York, NY 10017
Telephone: +1 646 471 7763
Facsimile: +1 813 329 9769
Mobile: +1 973 768 8177
adam.rosen@us.pwc.com

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12/11/12 Status Report in Response to PWC Information Request dated 12/10/12

Pg 4 of 4

| PWC Request: | Status: |
|--|--|
| 1 Any analysis or schedule prepared by the Debtors and/or their advisors that detail creditor recoveries and Plan of Reorganization structures | At this time, neither the Company nor its advisors have prepared any analyses that are responsive to requests 1-3. Due to the complexity and uncertainty around a number of key factors in the Chapter 11 cases that are expected to have a considerable impact on any such analyses, the timing of any such analyses still remains uncertain. We would be happy to explain these issues in greater detail |
| 2 To the extent not explicitly covered above, any analysis quantifying the value of the "allowed unsecured claims against Patriot's estate", as referenced in the Section 1114 proposal and further discussed at the November 29th meeting | |
| 3 Any valuation materials prepared by the Debtors and/or their advisors in support of the abovementioned analyses | |
| 4 A copy of the "Bank Plan", including all financial statements and assumptions, as reflected in the December 5th report to the UCC | We will post the model to the data room, and are also attaching a copy to the email transmitting this status report to expedite your access to the model |
| 5 Copies of alternative Section 1113 and 1114 proposals developed and evaluated by the Debtors prior to November 15th | Neither the Company nor its advisors have prepared "alternative Section 1113 and 1114 proposals." To the extent the UMWA is requesting prior, non-final drafts of the proposals delivered to the UMWA on November 15, 2012, any such materials are protected from disclosure by the attorney-client privilege and attorney work-product doctrine. |

EXHIBIT 36

From: Moskowitz, Elliot
Sent: Wednesday, December 12, 2012 4:04 PM
To: 'Fred Perillo'
Cc: Grant Crandall; Art Traynor; Huebner, Marshall S.
Subject: RE: Patriot

Fred,

Thanks for your message. It was nice speaking with you the other day, and we hope to keep the lines of communication open.

As I noted to Art, we appreciate that the Union is interested in the viability of potential claims against Peabody, as are the Debtors. However, the Debtors simply do not agree that speculation about the value of potential claims against Peabody – claims that will take months to investigate, and years to litigate if they are brought – “must be taken into account” when determining whether the Debtors’ proposals are necessary to the reorganization pursuant to Sections 1113 and 1114. This is not merely a disagreement over the “valuation of the asset,” as you suggest below. Neither the Debtors nor the Union are in a position to determine the value of those potential claims today, let alone disagree over their value or reduce the savings amount contemplated in the Debtors’ proposals on this basis. The Union may well be entitled to the solvency opinions in the context of its own claims against Peabody, and the opinions are likewise relevant to the Debtors’ investigation of potential claims. The solvency opinions are not, however, relevant to the 1113/1114 process, and particularly so where the Debtors are consuming cash at an alarming rate and need to implement the proposals soon in order to stave off liquidation.

I believe you are also mistaken as a matter of law. Most large debtors have potential claims against third-parties. Please let me know if you are aware of any 1113/1114 case law in which a court has incorporated the potential value of such claims in determining the necessity of a debtor’s proposal.

Needless to say, here again, the Debtors do not agree that these materials are relevant to the 1113/1114 process, but are taking these steps as an accommodation to the Union.

To be clear, the Debtors believe the Union is already well-positioned to “evaluate” the Debtors’ proposals, and that it is improper for the Union to await the production of these materials, or any other developments in the Debtors’ investigation of Peabody, before advancing a counterproposal. The Debtors again request that the Union advance a counterproposal as soon as possible so that the negotiations can continue.

Very truly yours,
Elliot

Elliot Moskowitz

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212 450 4241 tel
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elliott.moskowitz@davispolk.com



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From: Fred Perillo [mailto:fp@previant.com]
Sent: Monday, December 10, 2012 5:39 PM
To: Moskowitz, Elliot
Cc: Grant Crandall; Art Traynor
Subject: RE: Patriot

Dear Elliot,

I am responding to your message below to Art Traynor.

First, thank you for your call of this morning.

Second, we believe that the potential recovery in the Peabody litigation is a major asset of the estate and that the insolvency opinions are relevant to understanding how that potential recovery may have an impact on the proposals made pursuant to secs. 1113 and 1114. We therefore think the union has a right to the information as a matter of the secs. 1113 and 1114. Like any other asset of the estate, this asset must be taken into account in determining both the necessity and the equities of the proposals. I understand Patriot may disagree with the union over the valuation of the asset; hence the need for the opinions. The questions whether asset recovery is too difficult or too lengthy are of course arguments about the weight that should be given to opinions by the parties, or perhaps by the court, but we don't believe there is a serious question that the union is entitled to the opinions.

Third, while I appreciate your suggestion of a subpoena in different litigation, I think it would not be prudent to confuse the issues here with that other litigation, and we do not believe that Peabody has a right to object to our receipt of information in a sec. 1113 or 1114 matter, as it might if the information were requested in a roundabout way. We don't wish to muddy the issue by seeking the information through the back door in a subpoena in other litigation.

It is therefore our position that we are entitled to this information and that the debtors have an obligation to provide it pursuant to sec. 1113(b)(1)(A) and (B) and sec. 1114(f)(1)(A) and (B). Whether or not these potential recoveries exist of course affects the size of concession amount, and the related question of how to spread the concessions fairly and equitably. Without this information, we do not believe we can fully evaluate your requests.

Please let us know about the privilege log at your earliest convenience.

Very truly yours,

Fred Perillo
Frederick Perillo
The Previant Law Firm, s.c.
1555 North Rivercenter Drive, Suite 202
Milwaukee, WI 53212
Phone: 414-271-4500
Facsimile: 414-271-6308
fp@previant.com

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EXHIBIT 37

Requested Item

1 Please run a scenario of the business plan and provide the model output based on the following increases over the Company's forecast at each respective complex:

| | 2013 | 2014 | 2015 | 2016 |
|----------------|-------|-------|-------|-------|
| CAP Thermal | 3.5% | 5.5% | 7.9% | 2.5% |
| NAP Thermal | 14.1% | 18.2% | 15.0% | 12.0% |
| Illinois Basin | 4.7% | 9.0% | 7.5% | 6.8% |

Please note that the sensitivity should be run for uncontracted tonnage in these periods
 Can you also run a scenario and provide the model output based on the Seth Schwartz/EVA prices, as shown on page 10 of the December 5th UCC presentation?

2 Please provide identifying information for each of individuals referenced in DR Doc. 1.3.6.26 and 1.3.6.27, and in addition, for any individual employed by Peabody Coal Company (PCC) who was disabled in a mine accident prior to 12/31/2006.

- Name
- Social security number or employee ID
- Date of birth
- Dates of employment with PCC
- To the extent known, prior dates of employment with any other signatory to the NBCWA and name of such company
- Last day worked with PCC in coal mine employment
- Total credited service
- Medical Coverage tier (employee only, employee + 1, family)
- If applicable, date of disability
- If applicable, date the individual applied for benefits under the Individual Employer Plan
- Name and location of last employer and coal mine employment.

If the data requested is already included in the Mercer census files, please provide sufficient identifying information (e.g., names and employee ids) in Excel so that we can match up the files. Otherwise, please provide the data requested in Excel format.

3 Please identify the source of information used by the Company in preparing its responses contained in DR 1.3.6.26 and DR 1.3.6.27, and please identify the Company employee familiar with this process so that we may speak with him/her for further details.

In particular, please confirm whether the Company has at its disposal sufficient sources of information to identify the following individuals (many of whom were identified by the Company in group 1 of DR 1.3.6.27), and whether any of the following individuals are not identified in DR documents 1.3.6.26 and 1.3.6.27. If this request results in the identification of any additional individuals not already identified above, please provide the same census data requested above.

Any Individual who:

- Was employed by Peabody Coal Company (PCC) immediately prior to his last day of coal mine employment;
- Had a vested right to receive retiree health benefits under the NBCWA Individual Employer Plan as of December 31, 2006 by virtue of either (a) having 20 years of signatory service; (b) having attained age 55 with 10 years of service; or (c) becoming disabled due to a mine accident; and
- Retired from coal mine employment as of December 31, 2006 and did not thereafter return to employment with any company signatory to a labor agreement that requires the employer to provide health benefits to its MUWA retirees.

EXHIBIT 38

From: Fred Perillo [mailto:fp@previant.com]
Sent: Thursday, December 13, 2012 5:22 PM
To: Moskowitz, Elliot
Cc: Grant Crandall; Art Traynor; Huebner, Marshall S.
Subject: RE: Patriot

Dear Elliot,

I wanted to approach you on a couple of topics.

First, thank you for making the bringdown opinion and the Duff & Phelps materials available.

I want to clarify what appear to be inconsistent positions taken by Patriot on the issue of the value of the claims against Peabody. I note that below you have stated that neither of us is in a position to determine the value of the potential claims today, and that the claims will take months to investigate. On December 3, however, Mr. Hatfield advised the union bargainers that Patriot's investigation into the value of the fraudulent conveyance claims would be concluded prior to the completion of the sec. 1113 proceedings. My clients interpreted this statement to mean that the information would be available to both of us (to UMWA and to Patriot) during these proceedings. This conclusion makes

sense to us. Your proposals have long term components to them, if we understand you correctly. Was Mr. Hatfield mistaken? Will you in fact complete the investigation of these claims soon?

Second, I note that our economic consultants requested from their counterparts on your team to provide any analysis or document prepared related to potential plans of reorganization, creditor recoveries, and the usual related data. They received the response that nothing of this sort exists. See for example the attached reply from Mr. Mazzotti of Alix Partners to the effect that neither Patriot nor its advisors have prepared anything in this regard.

The recent requests for professional fees filed by Blackstone (also attached) however indicates that the estate has been charged for 70 hours of work on these items as long ago as September, including specifically preparation of materials and analysis of reorganization scenarios. None of these materials have been made available. I think it reasonable to assume that your advisors did not stop working on these projects in the middle of September, so more must be available as well.

Given that sec. 1113 contemplates some forward looking analysis, and that Patriot's requests include more than temporary relief, it seems that we are entitled to see these analyses. May we do so?

Thank you for your consideration here.

Fred
Frederick Perillo
The Previant Law Firm, s.c.
1555 North Rivercenter Drive, Suite 202
Milwaukee, WI 53212
Phone: 414-271-4500
Facsimile: 414-271-6308
fp@previant.com

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From: Moskowitz, Elliot [mailto:elliot.moskowitz@davispolk.com]
Sent: Wednesday, December 12, 2012 3:04 PM
To: Fred Perillo
Cc: Grant Crandall; Art Traynor; Huebner, Marshall S.
Subject: RE: Patriot

Fred,

Thanks for your message. It was nice speaking with you the other day, and we hope to keep the lines of communication open.

As I noted to Art, we appreciate that the Union is interested in the viability of potential claims against Peabody, as are the Debtors. However, the Debtors simply do not agree that speculation about the value of potential claims against Peabody – claims that will take months to investigate, and years to litigate if they are brought – “must be taken into account” when

determining whether the Debtors' proposals are necessary to the reorganization pursuant to Sections 1113 and 1114. This is not merely a disagreement over the "valuation of the asset," as you suggest below. Neither the Debtors nor the Union are in a position to determine the value of those potential claims today, let alone disagree over their value or reduce the savings amount contemplated in the Debtors' proposals on this basis. The Union may well be entitled to the solvency opinions in the context of its own claims against Peabody, and the opinions are likewise relevant to the Debtors' investigation of potential claims. The solvency opinions are not, however, relevant to the 1113/1114 process, and particularly so where the Debtors are consuming cash at an alarming rate and need to implement the proposals soon in order to stave off liquidation.

I believe you are also mistaken as a matter of law. Most large debtors have potential claims against third-parties. Please let me know if you are aware of any 1113/1114 case law in which a court has incorporated the potential value of such claims in determining the necessity of a debtor's proposal.

Needless to say, here again, the Debtors do not agree that these materials are relevant to the 1113/1114 process, but are taking these steps as an accommodation to the Union.

To be clear, the Debtors believe the Union is already well-positioned to "evaluate" the Debtors' proposals, and that it is improper for the Union to await the production of these materials, or any other developments in the Debtors' investigation of Peabody, before advancing a counterproposal. The Debtors again request that the Union advance a counterproposal as soon as possible so that the negotiations can continue.

Very truly yours,
Elliot

Elliot Moskowitz

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017

212 450 4241 tel
212 701 5241 fax
elliot.moskowitz@davispolk.com

EXHIBIT 39

| # | Requested Item |
|---|--|
| 1 | The narrative regarding intercompany allocation (the different methodologies and rationale behind differences at multiple locations) discussed on the 12/13 call |
| 2 | Examples of intercompany allocation at the mine and complex level |
| 3 | Contract level detail that supports the 2013 revenue forecast |
| 4 | Mine-by-mine forecasts, analysis and schedules that support the complex level projections |
| | Employee break-out of the below items for each year of the forecast |
| 5 | <ul style="list-style-type: none">- SGA - Salaries- SGA - Stock Options- SGA - Incentive Comp-Salaried |
| 6 | A break-out of "Outside Services" for each complex |
| | Is the Management Annual Incentive Compensation Plan still active? If so, please provide: |
| 7 | <ul style="list-style-type: none">- The performance goals and target for FY'11 - FY'13- Payments made under the plan for FY'11 and FY'12 |
| 8 | Explanation of the 'Other' complex-level worksheet included in the business plan |

EXHIBIT 40

From: Moskowitz, Elliot
Sent: Sunday, December 16, 2012 12:49 PM
To: 'Fred Perillo'
Cc: Grant Crandall; Art Traynor; Huebner, Marshall S.; Martin, Jonathan D.
Subject: RE: Patriot

Fred,

Thanks for your message. I am glad we were able to work through the solvency opinion issues.

Regarding your other points, first, your account of the December 3 meeting is inaccurate (nor would your version of the meeting make sense), and the Debtors have not taken any "inconsistent positions." More fundamentally, you are confusing the timing and pace of the investigation on the one hand, with the question of whether to ascribe a "value" to potential claims against Peabody for purposes of reducing the savings amount reflected in the 1113/1114 proposals, on the other hand. As is typical in bankruptcy mega-cases, an investigation into fraudulent conveyance and other claims must be done carefully and thoroughly, and will take months to complete. Timing aside, I have previously made the Debtors' position on the relevance of potential claims against Peabody to the 1113/1114 process crystal clear. I await a response to my question below regarding whether you have any legal authority to support your position that the parties must ascribe a "value" to potential future litigation outcomes against Peabody to reduce the savings target sought by the Debtors. And the Debtors once again request that the Union deliver a counterproposal so the negotiations can advance.

Your second point is likewise mistaken. As Mr. Mazzotti noted in response to PwC's requests (which did not include "the usual related data," whatever that means), the Debtors have not prepared schedules or analyses that "detail creditor recoveries and Plan of Reorganization structures," nor have they prepared materials "quantifying the value of the allowed unsecured claims against the Patriot's estate." The Blackstone time entries to which you refer do not involve any such materials. Allow me to repeat the offer Mr. Mazzotti advanced in his response -- the Debtors would be happy to arrange a meeting with the Union and its advisors to discuss whatever information about these topics is known at this point, and to discuss the many contingencies that would have an impact on any such analyses. I think such a discussion would be informative and productive, so let us work together to arrange it.

As for your reference to a "forward looking analysis," the Debtors of course have provided an extraordinary amount of forward looking analysis to the Union, including the dynamic version of the Debtors' forward looking business plan.

Finally, as I noted to Committee counsel in a separate communication, the Debtors are concerned about the UMWA's commitment to confidentiality. At the November 29 meeting during which Mr. Roberts disclosed details about the Debtors' proposed incentive compensation plans, the Debtors understand that Mr. Roberts likewise disclosed extensive details regarding the 1113/1114 proposals. While disclosure of the proposals does not violate a confidentiality agreement, such disclosure would be at odds with Mr. Roberts' prior assurance to Mr. Hatfield that he intended to keep the specific details of the negotiations confidential for now, for the benefit of all parties. To the extent the Union is changing course and is disclosing the proposals, please let me know so that the Debtors can consider the impact on the negotiations and also whether it continues to be appropriate to limit disclosure of the proposals to the Committee's professionals, and to not share them with individual Committee members.

I do hope that at some point we can cease the letter-writing campaign and discuss constructive and creative ways to foster agreement among our clients. The Company continues to burn cash at an alarming rate and its ability to survive, and maintain jobs and benefits for thousands of families, depends on a successful outcome to this process. Please feel free to call at any time to discuss any issues of concern, and I will do the same.

Best,
Elliot

From: Fred Perillo [mailto:fp@previant.com]
Sent: Thursday, December 13, 2012 5:22 PM
To: Moskowitz, Elliot

Cc: Grant Crandall; Art Traynor; Huebner, Marshall S.

Subject: RE: Patriot

Dear Elliot,

I wanted to approach you on a couple of topics.

First, thank you for making the bringdown opinion and the Duff & Phelps materials available.

I want to clarify what appear to be inconsistent positions taken by Patriot on the issue of the value of the claims against Peabody. I note that below you have stated that neither of us is in a position to determine the value of the potential claims today, and that the claims will take months to investigate. On December 3, however, Mr. Hatfield advised the union bargainers that Patriot's investigation into the value of the fraudulent conveyance claims would be concluded prior to the completion of the sec. 1113 proceedings. My clients interpreted this statement to mean that the information would be available to both of us (to UMWA and to Patriot) during these proceedings. This conclusion makes sense to us. Your proposals have long term components to them, if we understand you correctly. Was Mr. Hatfield mistaken? Will you in fact complete the investigation of these claims soon?

Second, I note that our economic consultants requested from their counterparts on your team to provide any analysis or document prepared related to potential plans of reorganization, creditor recoveries, and the usual related data. They received the response that nothing of this sort exists. See for example the attached reply from Mr. Mazzotti of Alix Partners to the effect that neither Patriot nor its advisors have prepared anything in this regard.

The recent requests for professional fees filed by Blackstone (also attached) however indicates that the estate has been charged for 70 hours of work on these items as long ago as September, including specifically preparation of materials and analysis of reorganization scenarios. None of these materials have been made available. I think it reasonable to assume that your advisors did not stop working on these projects in the middle of September, so more must be available as well.

Given that sec. 1113 contemplates some forward looking analysis, and that Patriot's requests include more than temporary relief, it seems that we are entitled to see these analyses. May we do so?

Thank you for your consideration here.

Fred
Frederick Perillo
The Previant Law Firm, s.c.
1555 North Rivercenter Drive, Suite 202
Milwaukee, WI 53212
Phone: 414-271-4500
Facsimile: 414-271-6308
fp@previant.com

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EXHIBIT 41

From: Fred Perillo [mailto:fp@previant.com]
Sent: Monday, December 17, 2012 12:44 PM
To: Moskowitz, Elliot
Cc: Grant Crandall; Art Traynor; Huebner, Marshall S.; Martin, Jonathan D.
Subject: RE: Patriot

Dear Elliot,

Thank you for your reply. I must deny the allegation that I am engaging in a letter-writing campaign. Since December 4, you have sent me a total of 7 messages and have phoned twice. I have sent you two messages, one of which was a reply that you requested. I do not believe anyone can seriously contend that I have engaged in a letter-writing campaign.

The union is confident that it understood what was said at the December 3 meeting, and we understand you are simply back-tracking on some commitments. Regarding your other accusations, suffice it to say that our negotiators have already explained to you the projected timing of our responses given the amount of material that needs to be studied and the magnitude and import of the issues under discussion. Regrettably, your unwillingness to come forward on the two issues I mentioned in my message of Thursday hampers this effort. I understand your response however, and the consequences of your response will be decided at another time by the court. I imagine that each party will do its own legal research and make its own arguments at that time.

I also disagree with your assertion that the union is in breach of any confidentiality obligation. Because you have directed that charge to the counsel for the committee, I think it makes the most sense for me to reply to that earlier message, to reduce the number of repetitive or duplicate messages being sent. I will do so later today.

Fred
Frederick Perillo
The Previant Law Firm, s.c.
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Milwaukee, WI 53212
Phone: 414-271-4500
Facsimile: 414-271-6308
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EXHIBIT 42

From: Moskowitz, Elliot
Sent: Monday, December 17, 2012 8:20 PM
To: 'Fred Perillo'
Cc: Grant Crandall; Art Traynor; Huebner, Marshall S.; Martin, Jonathan D.
Subject: RE: Patriot

Fred,

Thanks for your additional message. Not to belabor a minor point, but the reference to a letter-writing campaign was to the self-serving "building the record" type letters the Debtors have received from Cecil Roberts, Art Traynor, your predecessor Susan Jennik and now from you. (And I have not sent you 7 messages, unless you are counting the "hello" email I sent when you joined the case and my efforts to forward you emails that were mistakenly sent to Ms. Jennik before people became aware you took over). As I said in my email below, I do hope we can work productively to forge a compromise among our clients.

On that subject, I am concerned about your statement below: "the consequences of your response will be decided another time by the court." This suggests that you believe litigation is inevitable and certain. To be clear, the Debtors do not believe litigation among our clients is certain and we remain hopeful that the two sides will reach a consensual deal to save the company. I hope the Union shares this view, though your statements and those of Mr. Roberts suggest otherwise.

I am not sure what you mean by "unwillingness to come forward" on the issues raised in your email. We told you that we do not have the information you asked for, and we offered to set up a meeting among our advisors to discuss the contingencies related to these topics and whatever is known at this stage. The Debtors are ready, willing and able to have such a meeting, or a phone call if that is easier. Please let me know – either way – whether this is of interest, but please do not suggest that the Debtors have been unwilling to turn over any relevant information, because that is not true.

The Debtors again request that the Union deliver a counterproposal so that the negotiations may advance. And I remain hopeful that our interactions with one another can become more productive in helping to foster trust and agreement among our clients.

Elliot

From: Fred Perillo [mailto:fp@previant.com]
Sent: Monday, December 17, 2012 12:44 PM
To: Moskowitz, Elliot
Cc: Grant Crandall; Art Traynor; Huebner, Marshall S.; Martin, Jonathan D.
Subject: RE: Patriot

Dear Elliot,

Thank you for your reply. I must deny the allegation that I am engaging in a letter-writing campaign. Since December 4, you have sent me a total of 7 messages and have phoned twice. I have sent you two messages, one of which was a reply that you requested. I do not believe anyone can seriously contend that I have engaged in a letter-writing campaign.

The union is confident that it understood what was said at the December 3 meeting, and we understand you are simply back-tracking on some commitments. Regarding your other accusations, suffice it to say that our negotiators have already explained to you the projected timing of our responses given the amount of material that needs to be studied and the magnitude and import of the issues under discussion. Regrettably, your unwillingness to come forward on the two issues I mentioned in my message of Thursday hampers this effort. I understand your response however, and the

consequences of your response will be decided at another time by the court. I imagine that each party will do its own legal research and make its own arguments at that time.

I also disagree with your assertion that the union is in breach of any confidentiality obligation. Because you have directed that charge to the counsel for the committee, I think it makes the most sense for me to reply to that earlier message, to reduce the number of repetitive or duplicate messages being sent. I will do so later today.

Fred
Frederick Perillo
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EXHIBIT 43



BENNETT K. HATFIELD
Chief Executive Officer
(304) 275-3638 (St. Louis)
(304) 380-0264 (Charleston)
(304) 380-0384 Fax
bhatfield@patriotcoal.com

December 17, 2012

Mr. Cecil Roberts
President
United Mine Workers of America
18354 Quantico Gateway Drive, Suite 200
Triangle, VA 22172

Via: First Class Mail and Fax @ (703) 291-2451

Dear Mr. Roberts:

I write in response to your letter dated December 11, 2012. As an initial matter, there should be no mistake that the circumstances facing both Patriot and the Union are urgent and dire. Without immediate savings from the 1113/1114 process, Patriot will run out of cash and be forced to liquidate, which would eliminate thousands of jobs and all retiree healthcare. To avoid that result, Patriot and the Union need to negotiate – promptly – a viable solution for dealing with Patriot’s labor and retiree costs, which are dangerously and unsustainably high.

Patriot delivered its proposals over four weeks ago, yet we are still awaiting any meaningful response from the Union. It is no answer to claim that the Union does not have sufficient information to begin substantively engaging with Patriot’s proposals. As you and your advisors have acknowledged, Patriot has been responsive to your information requests, and we will continue to be.

Your own letter exemplifies how difficult it is to identify information that is supposedly “yet to be provided.” With respect to the categories referenced in your letter:

- As Patriot has explained to PwC, there are no “analyses of the unsecured claim” that could be used as a funding source for the VEBA, because any such analysis would be impossible at this early date in the Chapter 11 proceedings.
- If you have specific questions concerning the profit-sharing component in Patriot’s 1114 proposal, we are happy to answer them. We do not understand what you mean when you request “a comprehensible and sufficiently specific

explanation" of the profit-sharing component, which is already in Patriot's proposal.

- Patriot has provided the solvency opinions related to the spin-off transaction, and has undertaken to search for other related materials, even though it remains our position that such information has no conceivable relevance to the 1113/1114 process. We hope and expect that this will take the issue off the table and prevent it from being a further distraction in our negotiations.
- We have not received a request from PwC concerning Patriot's Medicare Part C program, but we do recall your requesting information on both Medicare Part C and Medicare Part D during the November 29 meeting. Subsequent communications with the UMWA's Brian Sanson led us to believe that the specific information need related to Medicare Part D (only). That Medicare Part D information was posted to the Data Room on December 14 (DR 1.2.23). If you still need information on Medicare Part C, please describe the information needed (either directly or via PwC) and we will respond accordingly.
- We do not understand what you mean when you refer to Patriot's "failure to pursue discussions of savings to be realized in adoption of a prescription drug formulary." If you can be more specific, we will be happy to consider your request.
- As we have also explained to PwC, Patriot did not prepare any "alternative 1114 proposals." As I have previously explained, the struggle for Patriot was not in choosing between alternative retiree healthcare options, but rather in finding a proposal that would avoid Patriot having to eliminate retiree healthcare altogether given the severe contractions in the coal market. Patriot's 1114 proposal reflects its best effort to avoid that undesirable alternative.

For some time now, therefore, the Union has had the information necessary to respond meaningfully to Patriot's proposals. Attempting to justify further delay by suggesting that Patriot was dilatory in preparing its proposals is both unproductive and inaccurate. Patriot in fact acted promptly in delivering its proposals to the Union just four months after the bankruptcy filing in light of the enormous restructuring tasks facing the Company and its advisors in that period. Indeed, as you well know, the downturn in the coal markets worsened severely after Patriot filed for bankruptcy, which materially altered our business plan and required substantial reconsideration of, among other things, what Patriot could actually afford in active labor and retiree healthcare costs.

It is time for us to get to work. Patriot and the Union have a shared responsibility to make the painful changes that are immediately necessary to keep Patriot alive and to save thousands of jobs. We cannot afford to spend time speculating about potential litigation against Peabody, Arch or other third parties. We must jointly tackle the issue

that is immediately confronting Patriot and the Union: finding a solution to the unsustainably high labor and retiree costs burdening the Company. Patriot has proposed a solution to that problem, and we have provided – and will continue to provide – the information that the Union reasonably needs to evaluate that proposal. But this process cannot be successful unless the Union engages Patriot’s proposals on a substantive and timely basis. I am hopeful that the Union will be prepared to do so at our meeting on December 18, 2012. Once again, Patriot requests that the Union deliver a counterproposal as soon as possible.

In conclusion, I must note that I was surprised, and frankly discouraged, to learn that the Union recently disclosed to individual members certain information that was provided to the Union solely in its capacity as a member of the Unsecured Creditors Committee – in violation of the Confidentiality and Nondisclosure Agreement between the Debtors and the Committee members. I have asked our attorneys to discuss this improper disclosure with counsel for the Union and the Committee, because such breaches of confidentiality can cause serious harm to Patriot. I trust it will not happen again.

Sincerely yours,



Bennett K. Hatfield

EXHIBIT 44

From: "adam.rosen@us.pwc.com" <adam.rosen@us.pwc.com>
Date: December 21, 2012 12:00:54 PM EST
To: "jmazzotti@alixpartners.com" <jmazzotti@alixpartners.com>
Cc: 'Art Traynor' <atraynor@umwa.org>, "Hatfield, Ben" <BHatfield@patriotcoal.com>, "bruce.m.buchanan@us.pwc.com" <bruce.m.buchanan@us.pwc.com>, "Buschmann, Mark" <Buschmann@Blackstone.com>, "Lucha, Dale" <DLucha@patriotcoal.com>, "Hartsog, Kent" <ehartsog@patriotcoal.com>, "Moskowitz, Elliot" <elliott.moskowitz@davispolk.com>, "fp@previant.com" <fp@previant.com>, 'Grant Crandall' <gcrandall@umwa.org>, "Huffard, Flip" <Huffard@Blackstone.com>, "Bean, Joe" <JBean@patriotcoal.com>, "Lushefski, Jack" <JLushefski@patriotcoal.com>, 'Judy Rivlin' <jrivlin@umwa.org>, "Hiltz, Ken" <KHiltz@alixpartners.com>, "Huebner, Marshall S." <marshall.huebner@davispolk.com>, "Luna, Michael" <MLuna@patriotcoal.com>, "perry.mandarino@us.pwc.com" <perry.mandarino@us.pwc.com>
Subject: Re: Status Update of PWC Data Requests

Thanks Joe. We will go through the documents you have posted over the past 2 days and let you know if we have any follow-up questions or clarifications.

With respect to #5 on the 12/14 request we are looking for the "employee-level detail" that support the amount for the cells you referenced. My understanding is the line items and cells you reference ultimately trace back to hard coded #s on the 'Raw IS Base' tab. We are looking for how those hard coded amounts are broken out by employee. I do not believe that data is provided anywhere in the model. To the extent the hard coded amounts are detailed somewhere else in the model or in the data room, please let me know and my apologies for any oversight.

Thanks.

From: "Mazzotti, Joseph" <jmazzotti@alixpartners.com>
To: Adam Rosen/US/FAS/PwC@Americas-US
Cc: "Art Traynor" <atraynor@umwa.org>, "Hatfield, Ben" <BHatfield@patriotcoal.com>, Bruce M Buchanan/US/FAS/PwC@Americas-US, "Buschmann, Mark" <Buschmann@Blackstone.com>, "Lucha, Dale" <DLucha@patriotcoal.com>, "Hartsog, Kent" <ehartsog@patriotcoal.com>, "Moskowitz, Elliot" <elliott.moskowitz@davispolk.com>, "Grant Crandall" <gcrandall@umwa.org>, "Huffard, Flip" <Huffard@Blackstone.com>, "Bean, Joe" <JBean@patriotcoal.com>, "Lushefski, Jack" <JLushefski@patriotcoal.com>, "Judy Rivlin" <jrivlin@umwa.org>, "Huebner, Marshall S." <marshall.huebner@davispolk.com>, "Luna, Michael" <MLuna@patriotcoal.com>, Perry

Mandarino/US/FAS/PwC@Americas-US, "fp@previant.com" <fp@previant.com>, "Hiltz, Ken" <KHiltz@alixpartners.com>
Date: 12/19/2012 08:42 PM
Subject: Status Update of PWC Data Requests

Adam,

Attached please find six status update documents in response to your data requests. With respect to your data requests dated 10/31/12, 11/19/12, 11/30/12, and 12/10/12; we regard all of the items on each of these data requests as complete, with the sole exception of one element from item 9 of the 11/19/12 request - the SPD for the 90/10 plan (which does not yet exist, but will be provided as soon as available).

As you know, you and the UMWA continue to make requests orally at meetings and on conference calls, to which we continue to be responsive and have posted additional documents to the data room. To be clear, such oral requests are not reflected in the attached status reports. As we noted earlier, it would be helpful if you would set forth any such oral requests in writing and indicate whether any remain outstanding at this time.

Regards,

Ken Hiltz and Joe Mazzotti

Joe Mazzotti

AlixPartners | 2000 Town Center, Suite 2400 | Southfield, MI 48075
+1.248.204.0663 (o) | +1.248.633.4582 (m) | +1.248.263.8179 (fax)

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EXHIBIT 45

United Mine Workers of America

CECIL E. ROBERTS
INTERNATIONAL PRESIDENT



TELEPHONE
(703) 291-2420
FAX (703) 291-2451

UNITED MINE WORKERS' HEADQUARTERS
18354 QUANTICO GATEWAY DRIVE, SUITE 200

Triangle, VA

22172-1779

December 21, 2012

BY FACSIMILE 304-380-0384

Bennett K. Hatfield
President & Chief Executive Officer
Patriot Coal
12312 Olive Boulevard, Suite 400
St. Louis, MO 63141

Dear Mr. Hatfield:

This is in response to your December 17 letter, which I was provided at the beginning of our December 18, 2012 negotiation meeting and have since had the opportunity to review. You will recall that we brought to your attention at that meeting significant problems with the ongoing and essential process for information exchange. These concerns were unfortunately only amplified by your statements suggesting that we may not be entitled to certain critical information, including mine-by-mine data and additional materials relating to the Peabody spinoff and Magnum acquisition. Below, I have provided for your convenience a summary of outstanding information requests. I trust you will provide timely responses to these requests so that PWC can complete its analyses and recommendations, enabling us to craft meaningful responses to your 1113 & 1114 proposals.

Requests Made at the Table To Which We Have Not Received A Response

- Fully Dynamic Business Plan Model
 - o In prior correspondence, you have erroneously stated that we have been provided a fully dynamic business plan. This is plainly not the case. We repeat herein a request we have made multiple times for a fully dynamic model. Our advisors will be coordinating the technical arrangements necessary for the transfer of Hyperion data that would allow us to work with a fully dynamic model. This is especially critical in light of your analysts' inexcusable delay in providing PWC the output of two sensitivity analyses that were requested a week ago.

- Mine By Mine Data
 - o At our most recent meeting, we discussed our need to obtain mine-level financial data and projections. We promised a response to your request of us that we explain the need for this information. Your business plan was prepared on a mine-by-mine basis and it is therefore plainly obvious why such data is necessary to our analysis. As we stated at the table, this information is indisputably relevant to your business plan. We understand that some responsive materials have since been posted to the data room, which our advisors are presently reviewing.

- Solvency Opinions
 - o Your most recent letter claims that you have “provided solvency opinions” related to the spin-off transaction. As you know, only one such opinion has been provided. Please respond fully to our request, made multiple times now, for all solvency opinions and diligence materials related to the Peabody spin-off of Patriot and Patriot’s subsequent acquisition of Magnum. In addition, please provide copies of correspondence including direction to the entities that performed these analyses, including engagement letters and fee agreements.

- Retiree Medical Care:
 - o We have more than once now requested all internal memoranda and external correspondence with Peabody entities or providers addressing the allocation of retiree medical obligations between Peabody, Patriot and Alcoa. Such documents would include, but are not limited to, internal memoranda and correspondence with Peabody about communications referenced at the bargaining table between Patriot and Peabody addressing administration of the Coal Act & NBCWA Liability Assumption Agreements and internal memoranda and/or external correspondence with Peabody and Alcoa regarding the issue addressed in the December 2011 “settlement” letter provided in the data room.
 - In addition to providing such documents, please confirm that no formal disputes have been presented by any party regarding administration of these agreements (NBCWA Assumption; Coal Act Assumption; Alcoa agreement).
 - In addition to providing such documents, please inform us when the “Attachment A” documents associated with the NBCWA Liability Assumption Agreement and the Coal Act Liability Assumption Agreements were compiled. Who compiled these documents and precisely what methodology was used? On what date were these “Attachment A” documents first provided to Patriot? Provide all documents related to the creation and transmission to Patriot of these Attachment A lists, including but not limited to a copy of the memo or correspondence that accompanied these documents on the date they were first provided to Patriot.

- You will recall that we discussed at our most meeting Patriot's position with regard to a windfall Peabody would purportedly obtain should the level of benefits provided to the Eastern Associated retirees be reduced in any agreement with us. We asked you to provide an explanation of your legal position, as well as any and all documents or other evidence relevant to the parties' intent in drafting Section 1(d) of the NBCWA Liability Assumption Agreement.
- We agreed that you would provide a narrative explanation breaking down retiree medical costs for the years 2012 and 2013 in a manner that would allow us to identify the yearly expense by group – e.g., Arch Coal Act, Peabody Coal Act, Arch NBCWA, Peabody NBCWA, Patriot NBCWA.
- We have repeatedly explained that the profit-sharing component of your 1114 proposal is unacceptably vague, which has made analysis of the proposal unnecessarily difficult. We need clarification as to what will constitute "net income" for the purpose of computing the profit-sharing contribution, especially in light of language in your proposal stating that "[f]or purposes of this computation, net income would exclude any non-cash, non-recurring, or extraordinary gains." Please provide, as requested, a more precise formula that would allow us to accurately project the potential value of this proposal. An appropriate level of precision would be at least equivalent to the explanation of similar thresholds used in your proposed employee retention incentive program.
- Medical and Prescription Drug Formularies
 - We have discussed on multiple occasions the potential for significant savings that may be realized through adoption of new formularies. Please respond to our requests for information about the formularies currently in place and alternatives available through your providers.
- Medicare Part C
 - We have discussed your enrollment of retirees in a Medicare Part C plan. You will recall that we specifically requested 1) a listing of networks and providers in the new Part C plans, 2) information verifying that the process for adoption of the Part C plan has been completed in accordance with required Coal Act procedures and, 3) a detail of the savings that will be realized through your implementation of these changes.
- DIP Financing

- Non bargaining-unit staffing
 - o At our most recent meeting, you indicated that the headcount data was misleading to the extent it reflects salary/hourly ratios of approximately 1 to 3. You also confirmed that there has been no significant hiring of non-bargaining unit employees over the last six months and that the overall number of non-bargaining unit personnel has actually decreased in that time frame. We agreed you would provide clarification of the headcount data now in the data room, identifying salaried employees by job classification and mine so as to permit us to arrive at an accurate understanding of staffing levels.

In addition to the aforementioned items, PWC will continue to follow-up directly with your advisors at Blackstone and Alix for additional information necessary to our full understanding of your plan and proposals.

You will recall that at our last meeting, I shared with you several concepts we suggested might be included in a framework for agreement, including that: any negotiated relief be temporary in nature to help Patriot survive its current liquidity challenge (also known as "snapback"); we obtain meaningful employment security for current UMWA employees in exchange for contractual relief; eliminating management bonuses while there would be reductions to the contractual terms and conditions; continuing retiree healthcare benefits as a bridge until the Affordable Care Act would be available; and higher funding levels for the VEBA you have proposed in lieu of retiree health care. I was discouraged by your immediate and seemingly reflexive rejection of each and every one of our suggestions, which came without a caucus or any time for their meaningful consideration. Despite this inauspicious beginning, we plan to continue our efforts to work towards a viable future by providing you further ideas once we have complete and accurate financial information. The sooner you and your advisors provide complete information responsive to our requests, the sooner we can have a substantive conversation about the steps necessary to helping your company emerge from bankruptcy in order to preserve our members' jobs and retirees' medical benefits.

Sincerely,



Cecil E. Roberts

EXHIBIT 46



BENNETT K. HATFIELD
President and Chief Executive Officer
(314) 275-3638 Direct (Corporate)
(304) 380-0264 Direct (Charleston)
(304) 380-0384 Fax
bhatfield@patriotcoal.com

December 28, 2012

VIA USPS AND FAX (703) 291-2451

Mr. Cecil Roberts
United Mine Workers of America
18354 Quantico Gateway Drive
Suite 200
Triangle, VA 22172

Dear Mr. Roberts:

I write in response to your December 21, 2012 letter. While I will address each of your specific points below, I want to begin by expressing my disappointment as to the tone and content of your letter, which is markedly different from our in-person discussions. Such letters seem intended only to "build a record" for litigation but do nothing to advance the efforts you and I need to make immediately to try to reach agreement to keep thousands of people working.

As a threshold matter, I want to correct several erroneous statements that appear in your letter. You write that I have suggested the UMWA "may not be entitled to certain critical information." That characterization of my statements is simply wrong. As you know, Patriot has responded to every one of the scores of formal and informal information requests submitted by the UMWA. While I have (accurately) noted that a number of the UMWA's requests seek *irrelevant* information, Patriot has been extremely cooperative in providing data to the UMWA. Moreover, you write that various requests have been "repeatedly made," that you have presented requests "multiple times," and that there has been "inexcusable delay" in the Company's response. This is also not true. As detailed below, several of your "repeated" requests were made for the first time in your letter. And as your advisors have forthrightly acknowledged, the Company has responded promptly to the UMWA's requests, often posting data within hours of receiving an email or call from PwC seeking information. Finally, your assertion that the "concepts" you finally shared at our December 18 meeting were met with "immediate and seemingly reflexive rejection" is also incorrect. As I and others on our team explained at the meeting – and I am noting here again – Patriot will carefully review and consider any counterproposal offered by the UMWA. But rather than

providing the requested counterproposal, you elected to respond with “concepts” – and in that process made statements that incorrectly described several business issues underlying Patriot’s proposal. I provided feedback on those points only for benefit of helping the UMWA understand that the referenced positions were not arbitrary and indeed provide financial relief that is critically needed for Patriot to become viable.

You have said that the UMWA is not trying to “play out the negotiation clock” but rather intends to make serious counterproposals. I accept that and hope that the UMWA does not abandon that intention and instead argue to the Bankruptcy Court that the UMWA could not respond to the proposals because Patriot failed to share enough information. That may well be a litigation strategy, but it is surely not a recipe for successfully addressing the problems which face Patriot, its employees and retirees.

Specific responses to each of your information-related points, proceeding in the order in which they are addressed in your letter, are below.

- Dynamic business plan model. Patriot has provided the UMWA with the only fully-functioning model that exists – *nothing has been withheld*. While Patriot is responding to PwC’s questions about the model and requests for additional data, there can be no doubt that Patriot has satisfied any obligation to share its “live” business plan with the UMWA. (Please do not suggest that Patriot has failed to respond to this request “multiple times” because that is not true.) As for the sensitivity analyses about which you complain, those are already in the data room at 1.2.24.1.
- Mine by mine data. As your letter appears to acknowledge, we have already posted to the data room all of the mine-by-mine data that supports Patriot’s business plan (*see* 1.2.25.6). Our advisors are available to respond to any questions or follow-up requests with respect to this data.
- Solvency opinions. As I have previously noted, we have located and produced the final Duff & Phelps solvency opinion and supporting materials. We have done so even though this material is irrelevant to the 1113/1114 process and is only relevant to the UMWA’s separate ERISA-based lawsuit against Peabody and Arch. We are searching for any additional solvency opinions and related diligence materials, but that process involves a review of electronic records which will take time. As for your new request for “correspondence including direction to the entities that performed these analyses, including engagement letters and fee agreements,” we will agree to search for engagement letters or fee agreements with entities that performed any solvency analyses for Peabody. I note, of course, that any such materials would have originated with Peabody, and you are inexplicably seeking these materials from Patriot and not the party which almost surely has ready access to them. Moreover, we believe such correspondence lies far outside the boundaries of information that is even arguably relevant to this time-critical 1113/1114 process, and we remain

concerned about the UMWA's efforts to use this process as a vehicle to obtain discovery to support its separate lawsuit.

- Retiree medical care. We have posted to the data room correspondence between Patriot and Peabody regarding the allocation of retiree medical obligations (*see* 1.3.2.5-6). We are searching electronic files for any additional responsive materials. As with other Peabody-related requests, Peabody would likewise possess responsive documents which can be obtained through discovery of Peabody.
- "Formal" disputes regarding retiree healthcare. With regard to your request for confirmation that Patriot has not presented a "formal" dispute with respect to the allocation of retiree healthcare obligations, I believe you are asking whether Patriot has instituted any kind of legal proceeding concerning these issues. If so, I can confirm that Patriot has not.

- Narrative explanation breaking down retiree medical costs for 2012-2013. Patriot does not have this information available in the manner requested, but we are preparing materials to satisfy the request. We are posting to the data room information for 2013 shortly, and data for 2012 will soon follow.

- Profit-sharing component. We do not understand your suggestion that the profit-sharing component of the 1114 proposal is “unacceptably vague” (and you certainly have not “repeatedly explained” this to me). For example, use of the term “net income” should not be confusing as that is a term of art under GAAP. Here again, the most sensible approach would be to arrange a conference call among our advisors where all of your questions can be answered at once.
- Medical and prescription drug formularies. We are not familiar with any outstanding “requests for information about the formularies currently in place and alternatives available through your providers.” On December 20, 2012, the day before you sent your letter to me, Patriot sent an email to the UMWA offering to schedule a conference call to discuss the UMWA's questions regarding Patriot's 2013 prescription drug formulary certification. As of the date of this letter, Patriot has not received a response. As you know, the 1113 proposal contains a prescription drug proposal that is in line with Patriot's non-union workforce. To the extent you have any questions about that aspect of the proposal or additional ideas for potential savings in this area, we welcome such a discussion or a counterproposal.
- Medicare Part C. We are posting information to the data room today that is responsive to the questions you raised during the December 18 bargaining session about the enrollment of Coal Act retirees in the United Healthcare Medicare Advantage PPO program.
- DIP financing. As you may know from your service on the Creditors' Committee, Patriot has maintained good relations with its DIP agent banks and has had several discussions with them regarding the potential need for DIP covenant relief. Those discussions will continue in January when the forecast for 2013 becomes clearer, though we cannot be assured of any particular result.
- Non-bargaining unit staffing. While Patriot will provide additional headcount data in response to your new request, I did not agree at our most recent meeting that the headcount data we have provided to this point is “misleading.” As you should recall, Mr. Sanson made statements to the effect that the ratio of supervisors to hourly employees at some mines were unusually high. Upon review of the data he referenced, we responded that the information was being misinterpreted. (As an example, Mr. Sanson thought “Joint Facilities” staffing and costs at the Rocklick Complex were related to a Patriot joint venture mining entity, and we explained that joint facility staffing includes employees at the

Rocklick preparation plant, overland conveyors, and rail loadout that service several different mines.) In the near term, Patriot will provide a spreadsheet for all operations, UMWA represented and non-represented, that will show job titles and the number of employees in the job title. The sheet will include hourly and salary positions and will show the ratio of hourly workers to hourly supervision and the ratio of general and administrative employees to total headcount at the location. The spreadsheet will contain a summary tab and individual tabs for each operation. I am confident this data will satisfy your request.

* * * *

I appreciate that at our most recent meeting, you provided for the first time high-level "concepts" that "might be included in a framework for agreement." Some of the concepts were realistic, others less so – but as we discussed, "concepts" cannot substitute for written counterproposals, which is what Patriot needs if our negotiations are to advance. If the UMWA decides not to deliver counterproposals seriously addressing the issues before us on or before our next meeting on January 8th, especially while escalating the rhetoric with inflammatory messages urging members to "battle" against Patriot, then I have grave concerns about the UMWA's commitment to a successful outcome. If Patriot cannot obtain relief through the 1113/1114 process, its prospects for survival can be measured in months, not years.

I again express the hope that this letter-writing campaign can cease and that we work productively together to prevent litigation and potentially disastrous consequences for the thousands of families who hold the greatest stake in these negotiations.

Sincerely yours,



Bennett K. Hatfield

EXHIBIT 47

From: adam.rosen@us.pwc.com [mailto:adam.rosen@us.pwc.com]

Sent: Wednesday, January 02, 2013 11:46 AM

To: jmazzotti@alixpartners.com

Cc: 'Art Traynor'; 'Hatfield, Ben'; bruce.m.buchanan@us.pwc.com; 'Buschmann, Mark'; 'Lucha, Dale'; 'Hartsog, Kent'; Moskowitz, Elliot; fp@previant.com; 'Grant Crandall'; 'Huffard, Flip'; 'Bean, Joe'; 'Lushefski, Jack'; 'Judy Rivlin'; Hiltz, Ken; Huebner, Marshall S.; 'Luna, Michael'; perry.mandarino@us.pwc.com; Zach.Mitschrich@Blackstone.com; Adam.Schlesinger@Blackstone.com

Subject: Re: Status Update of PWC Data Requests

Joe,

Attached please find our status updates and comments related to the information posted in response to our December 12th and 14th diligence requests. Please let me know if you have any questions or if any items need further clarification.

Thanks.

Adam M. Rosen

PwC
Office: 646.471.7763 | Mobile: 973.768.8177
Email: adam.rosen@us.pwc.com
PricewaterhouseCoopers LLP
300 Madison Avenue, New York, NY 10021
<http://www.pwc.com/us>

| # | Requested Item | Status | | | | | | | | | | | | | | | | | | | | |
|----------------|--|---|-------|-------|------|------|-------------|------|------|------|------|-------------|-------|-------|-------|-------|----------------|------|------|------|------|--|
| 1 | <p>Please run a scenario of the business plan and provide the model output based on the following increases over the Company's forecast at each respective complex:</p> <table border="1"> <thead> <tr> <th></th> <th>2013</th> <th>2014</th> <th>2015</th> <th>2016</th> </tr> </thead> <tbody> <tr> <td>CAP Thermal</td> <td>3.5%</td> <td>5.5%</td> <td>7.9%</td> <td>2.5%</td> </tr> <tr> <td>NAP Thermal</td> <td>14.1%</td> <td>18.2%</td> <td>15.0%</td> <td>12.0%</td> </tr> <tr> <td>Illinois Basin</td> <td>4.7%</td> <td>9.0%</td> <td>7.5%</td> <td>6.8%</td> </tr> </tbody> </table> <p>Please note that the sensitivity should be run for uncontracted tonnage in these periods</p> <p>Can you also run a scenario and provide the model output based on the Seth Schwartz/EVA prices, as shown on page 10 of the December 5th UCC presentation?</p> | | 2013 | 2014 | 2015 | 2016 | CAP Thermal | 3.5% | 5.5% | 7.9% | 2.5% | NAP Thermal | 14.1% | 18.2% | 15.0% | 12.0% | Illinois Basin | 4.7% | 9.0% | 7.5% | 6.8% | Open; Item 1.2.24.1 is not the model output requested. Please provide the entire model for each scenario |
| | 2013 | 2014 | 2015 | 2016 | | | | | | | | | | | | | | | | | | |
| CAP Thermal | 3.5% | 5.5% | 7.9% | 2.5% | | | | | | | | | | | | | | | | | | |
| NAP Thermal | 14.1% | 18.2% | 15.0% | 12.0% | | | | | | | | | | | | | | | | | | |
| Illinois Basin | 4.7% | 9.0% | 7.5% | 6.8% | | | | | | | | | | | | | | | | | | |
| 2 | <p>Please provide identifying information for each of individuals referenced in DR Doc. 1.3.6.26 and 1.3.6.27, and in addition, for any individual employed by Peabody Coal Company (PCC) who was disabled in a mine accident prior to 12/31/2006.</p> <ul style="list-style-type: none"> Name Social security number or employee ID Date of birth Dates of employment with PCC To the extent known, prior dates of employment with any other signatory to the NBCWA and name of such company Last day worked with PCC in coal mine employment Total credited service Medical Coverage tier (employee only, employee + 1, family) If applicable, date of disability If applicable, date the individual applied for benefits under the Individual Employer Plan Name and location of last employer and coal mine employment. <p>If the data requested is already included in the Mercer census files, please provide sufficient identifying information (e.g., names and employee ids) in Excel so that we can match up the files. Otherwise, please provide the data requested in Excel format.</p> | We are currently reviewing and will let you know if there are any remaining questions or follow-ups regarding this item | | | | | | | | | | | | | | | | | | | | |
| 3 | <p>Please identify the source of information used by the Company in preparing its responses contained in DR 1.3.6.26 and DR 1.3.6.27, and please identify the Company employee familiar with this process so that we may speak with him/her for further details.</p> <p>In particular, please confirm whether the Company has at its disposal sufficient sources of information to identify the following individuals (many of whom were identified by the Company in group 1 of DR 1.3.6.27), and whether any of the following individuals are not identified in DR documents 1.3.6.26 and 1.3.6.27. If this request results in the identification of any additional individuals not already identified above, please provide the same census data requested above.</p> <p>Any Individual who:</p> <ul style="list-style-type: none"> Was employed by Peabody Coal Company (PCC) immediately prior to his last day of coal mine employment; | Open | | | | | | | | | | | | | | | | | | | | |

- Had a vested right to receive retiree health benefits under the NBCWA Individual Employer Plan as of December 31, 2006 by virtue of either (a) having 20 years of signatory service; (b) having attained age 55 with 10 years of service; or (c) becoming disabled due to a mine accident; and
 - Retired from coal mine employment as of December 31, 2006 and did not thereafter return to employment with any company signatory to a labor agreement that requires the employer to provide health benefits to its MUWA retirees.
-

| # | Requested Item | Status |
|---|--|--|
| 1 | The narrative regarding intercompany allocation (the different methodologies and rationale behind differences at multiple locations) discussed on the 12/13 call | Complete |
| 2 | Examples of intercompany allocation at the mine and complex level | Complete |
| 3 | Contract level detail that supports the 2013 revenue forecast | Item 1.2.25.4 is not "contract level". Please provide further detail |
| 4 | Mine-by-mine forecasts, analysis and schedules that support the complex level projections | Complete |
| 5 | Employee break-out of the below items for each year of the forecast <ul style="list-style-type: none"> - SGA - Salaries - SGA - Stock Options - SGA - Incentive Comp-Salaried | Open; Please provide an explanation and more supporting detail re: how those line items are calculated and forecasted |
| 6 | A break-out of "Outside Services" for each complex | Open; The reference to PCX_Model_FINAL_LIVE_121105.xls - rows 538 & 541-543 on the "Raw IS Drive" only provides consolidated. Please provide by mine and complex |
| 7 | Is the Management Annual Incentive Compensation Plan still active? If so, please provide: <ul style="list-style-type: none"> - The performance goals and target for FY'11 - FY'13 - Payments made under the plan for FY'11 and FY'12 | Only 2011 provided |
| 8 | Explanation of the 'Other' complex-level worksheet included in the business plan | Complete |

EXHIBIT 48

UMWA Counterproposals -- January 8, 2013

The UMWA presents the following Counterproposals for an agreement enabling Patriot Coal Corp. and its subsidiaries to successfully reorganize and emerge from bankruptcy in a manner that honors the commitments the company and its predecessors have repeatedly made to active and retired employees over the course of a longstanding collective bargaining relationship:

I. Nature of Counterproposals and Requirements for Agreement

A. Entirety. All Counterproposals from the UMWA are presented as part of an entire package and can be accepted or rejected only as such. Rejection of the proposals in whole or part shall constitute a withdrawal of the entire set of proposals such that they cannot later be accepted.

B. Meaning of "Patriot." "Patriot" shall mean the signatory Patriot Coal Corp. and its 98 subsidiaries included in this bankruptcy.

C. No Impairment of the NBCWA. Except where otherwise noted, all terms and conditions of the NBCWA and other labor agreements to which Patriot is signatory shall continue to apply. In addition, all prior practices and customs, local, district and international agreements remain in effect, except to the extent they are specifically superseded by explicit language herein.

D. Modification of the Counterproposals. The UMWA has the unqualified right to modify these and any additional proposals at any time.

E. Valuation. All dollar figures associated with Counterproposals set forth herein are preliminary estimates of their monetary value intended to convey the magnitude of each proposal and should not be considered or relied upon as precise or final. Such figures will be updated as the parties progress through an ongoing process of information exchange and professional analysis.

F. Agreement for Exit from Bankruptcy. "Agreement" herein means an agreement resulting from the acceptance and subsequent approval and ratification of these Counterproposals. Any Agreement shall be subject to the following conditions subsequent. Any Agreement shall terminate and cease to be effective if Patriot seeks and fails to obtain court approval of the Agreement, or if no Plan of Reorganization of which the UMWA is a co-proponent, is confirmed in the jointly administered matters in Cases Nos. 4:12-bk-51502 et seq. pending in the United States Bankruptcy Court, Eastern District of Missouri. Such reorganization plan must be acceptable to the UMWA or the Agreement will terminate upon the confirmation of an unacceptable plan or the failure to confirm any plan. In the event the Agreement terminates because of any condition in this paragraph, the pre-existing NBCWA or other labor agreement in effect prior to the ratification of this Agreement shall continue in full force and in effect. The parties further agree that they will mutually work to achieve the exit of Patriot from bankruptcy on or before June 30, 2012.

G. Equality of Sacrifice.

1. No Bonuses. During any period while any concession contained in the Counterproposal is in effect, including any period subsequent to the expiration of the collective bargaining agreements where these Counterproposals establish a status quo under the National Labor Relations Act, no employee of any other bargaining unit, no other employee not included in a bargaining unit, no supervisory or managerial employee or executive, and no person the equivalent of an employee however denominated (for example, as an "independent contractor," "consultant" or otherwise), or any of them singly or in groups, shall receive any (a) increase in compensation; (b) enhancement or other bonus; (c) increase in beneficial interest; (d) increase or enhancement to retirement, health care or other benefits of employment; or (e) any other emolument or incentive of any kind. This paragraph shall not apply to wage adjustments necessary to bring any Patriot entity into compliance with federal or state law with respect to the minimum legal compensation to any employee. This paragraph shall apply to all bonuses regardless whether such bonuses are deemed to be part of the normal compensation of any person. In the event a person covered in this paragraph receives a bona fide job offer that includes an increase forbidden by this paragraph, and Patriot desires to match the offer or to increase compensation as an inducement to prevent the resignation of said person, Patriot may request the consent of the UMWA, which will not unreasonably be withheld. Disputes concerning the preceding sentence are subject exclusively to the grievance and arbitration provisions of the parties' collective bargaining agreements. Patriot will not implement any increase or other enhancement forbidden by this paragraph pending such arbitration. This paragraph will cease to apply if the concessions contained in these Counterproposals are restored in full to all affected members of the respective bargaining units represented by the UMWA.

2. Equitable Return of Concessions. Paragraph I.G.1, above, shall also apply fully to return of concessions (that is, Patriot will not return concessions made by any other person or group to that person or group during any period while the concessions in these Counterproposals remain in effect or establish the status quo post expiration of the collective bargaining agreements).

3. Prevention of Subterfuge. For a period of three years subsequent to the expiration of concessions in these Counterproposals, Patriot will not grant any increase, enhancement, benefit or return that would have been forbidden by paragraphs I.G.1 or I.G.2 to any person or group without extending a like increase, enhancement, benefit or return to affected members of the UMWA. The purpose of this paragraph is to prevent Patriot from returning concessions or making up the losses incurred as a result of concessions to other groups after the technical expiration of the concessions, thereby achieving the result that members of the UMWA share a disproportionate burden of the sacrifice necessary to reorganize the debtor.

4. Construction. The parties agree that the foregoing paragraphs will be construed to ensure that the UMWA does not in any circumstance share a disproportionate burden in the sacrifices made to reorganize the debtor.

5. Remedies. In the event this section is violated in any way, the full unreduced terms and conditions of the collective bargaining agreement shall be restored to every affected member retroactively to the date of the violation; or in the case of a breach of I.G.1 or I.G.2, in the same proportion as other persons or groups have benefitted, whichever is greater.

6. Commitment. Patriot is committed to the principle that all employee and retiree groups, as well as all creditors and other parties in interest should sacrifice equally in achieving cost savings and increased revenues necessary to allow Patriot to restructure and exit from bankruptcy. Patriot therefore will make a good faith effort to seek concessions comparable in degree to those contained in this Agreement from all such entities.

II. Snap-Back.

A. Necessary Relief Is Temporary. The parties recognize that modifications to the collective bargaining agreements and retiree medical care obligations made pursuant to an Agreement between the parties are intended to restore Patriot to performance that will no longer necessitate or justify continued wage reductions or changes to working conditions, and that none of the concessions herein are intended as permanent changes to the collective bargaining agreements. They therefore agree that the wages, working conditions and benefits of members of the UMWA reduced herein shall "snap-back" to the full terms and conditions of the then-current collective bargaining agreements (or terms and conditions of employment) as described below in this section:

1. Definition of Net Operating Profit. In this section, Net Operating Profit shall mean Earnings Before Interest, Taxes, Depreciation and Amortization, and exclusive of Discretionary Spending. Discretionary Spending shall include any item in the debtor's business plan for Professional expenses, Capitalization, or other contingencies in the plan, not directly related to immediate expenses of operation. The parties exclude discretionary items to ensure that Net Operating Profit reflects accurately the actual performance of operations of the debtor's businesses and is not susceptible to manipulation by the artificial inflation of expenses.

The term "Net Operating Profit" in percentage terms means the number 1 less the ratio of all expenses including other non-recurring expenses normally incurred by a coal operator, but excluding interest expense, income taxes and extraordinary losses, divided by total revenues excluding extraordinary gains, as defined under generally accepted accounting principles. Example: If revenues as defined herein are \$500,000,000 and expenses as defined herein are \$485,000,000, the Net Operating Profit is 3%. The term "Net Operating Profit" in dollar terms means the positive arithmetical difference between expenses and revenues as defined herein.

The Net Operating Profit shall be calculated on the date of the ratification of this Agreement, and quarterly thereafter on or about June 1, September 1, December 1, and March 1 of each calendar year.

2. Automatic Snap-Back; Return of Concessions. When Net Operating Profit reaches 1% or greater, for two consecutive calendar quarters, the concessions made pursuant to the parties' Agreement shall be reduced by 25% for the next two consecutive calendar quarters.

When the Net Operating Profit reaches 2% or greater, for two consecutive calendar quarters, the concessions made pursuant to the parties' Agreement shall be reduced by 50% for the next two consecutive calendar quarters.

3. Automatic Snap-Back; Cancellation of Concessions. When the Net Operating Profit reaches 3% or greater, for any calendar quarter, the concessions made pursuant to the parties' Agreement shall be eliminated, and all changes to working conditions and benefits shall revert to the full terms of the collective bargaining agreements (or terms and conditions) as they then exist, and this Agreement concerning concessions shall terminate except for the durable provisions in §1, above, concerning equality of sacrifice and the provisions concerning resolution of disputes.

4. Automatic Snap-Back Not Subject to Dispute. The parties agree that the above thresholds constitute cause per se for the return or cancellation of concessions, and the return or cancellation under the schedules above shall not be subject to arbitration, except as the parties may dispute the actual amount of Net Operating Profit.

5. Equitable Snap-Back. In addition to the foregoing automatic snap-back provisions, once per calendar year, the UMWA, if it deems that circumstances have changed sufficiently to warrant an adjustment of concessions on an equitable basis, shall have the right to demand arbitration over the question whether all or a part of the concessions made in the Agreement should be altered in favor of the represented miners. Prior to invoking such right, the parties will meet to confer whether the concessions in the Agreement are still necessary and still fair and equitable. After such conference, the UMWA may withdraw the request and such matter shall not constitute its annual right to proceed; in the alternative, the UMWA may choose to proceed to arbitration, in which case, it shall count as the annual use of the right to question the concessions on equitable grounds. This right shall not be used before January 1, 2014.

6. Disputes. Any dispute under this paragraph, whether over the amount of the Net Operating Profit, or Equitable Snap-Back, or any other aspect of the operation of this paragraph, shall be settled by reference of the question to a neutral mutually agreeable to the parties; or failing that, selected from the panel of District Arbitrators contained in the collective bargaining agreement. Patriot shall strike first; the parties shall alternate, and the UMWA shall select the arbitrator when only two remain.

7. Special rules pertaining to disputes over the Net Operating Profit. Patriot shall bear the burden of going forward and ultimate persuasion on all questions pertaining to calculation of Net Operating Profit.

8. Access to Financial Records. Patriot shall submit a quarterly financial report to the UMWA, or more frequently if it supplies such a report to its lenders more frequently, which includes at least an income statement, balance sheet and statement of cash flow with accompanying notes, and an explanation of the calculation of the Net Operating Profit for that quarter in a level of detail satisfactory to the UMWA. The UMWA reserves the right on an annual basis to examine the books of Patriot or utilize an independent auditor of its choice. In the event an independent auditing firm is utilized by UMWA, Patriot shall pay such independent auditor for such annual audit up to a maximum of fifty thousand dollars (\$50,000). Patriot will not change accounting assumptions or practices, except as required to conform to governmental regulation, generally accepted accounting practices or for legitimate business reasons; and in no event will such assumptions or practices be changed artificially to inflate or deflate the operating performance of the company. As a condition of being provided such reports, statements and audit, the UMWA (and any accountant or auditor engaged on its behalf) must agree to maintain the confidentiality of any Patriot financial statements and reports for the protection of Patriot, and to execute a reasonable confidentiality agreement if requested by Patriot in such form as is mutually agreeable, but such information will be usable by the UMWA in any dispute under this paragraph.

Patriot will provide each employee with an annual report including a basic profit and loss statement, indicating the overall results of the Patriot's operations, but such report will be limited to such information as is otherwise public.

III. Disputes Generally

A. Non-Recourse to Courts. No provision of an Agreement resulting from the acceptance of these Counterproposals shall be subject to order of any court of the United States, and both parties expressly waive resort to any court or agency except to compel arbitration or to obtain compliance with the grievance-processing provisions of the NBCWA or other collective bargaining agreement, or as otherwise may be explicitly permitted by the NBCWA or other collective bargaining agreement. In consideration of the foregoing, Patriot forever waives recourse to Sections 1113 and 1114 of the United States Bankruptcy Code upon acceptance of the terms of these Counterproposals.

B. Disputes. All provisions of these Counterproposals are subject to the grievance procedures contained in the NBCWA or other collective bargaining agreement except that no provision of any Agreement resulting from acceptance of these Counterproposals shall be subject to the no-strike obligation in the NBCWA or other applicable collective bargaining agreement. The UMWA and local union parties hereto may resort to all lawful economic recourse to enforce any provisions herein notwithstanding anything else in these Counterproposals.

C. Bargaining for Successor Agreements. Nothing herein precludes either party from negotiation of any lawful terms for future collective bargaining agreements to commence on or after the expiration date of the current agreements.

IV. Primary Counterproposals

A. Wage Freeze. The UMWA proposes that its active members' wages remain frozen at their present rates until the company emerges from its temporary liquidity crisis and begins to generate revenues sufficient to trigger application of the snapback provision described above.

Preliminary estimates indicate this proposal, if implemented on April 1, 2013, should result in a cost savings of approximately \$680,000 in 2013, \$4,990,000 in 2014, \$8,020,000 in 2015 and \$10,720,000 in 2016.

B. Scheduling Flexibility To Allow Increased Production.

1. The UMWA proposes modification of Articles IV and VI, as necessary, to allow for implementation of work schedules resulting in significantly increased production (e.g. 7 day per week, 365 days per year, 10 hour shifts, etc.). We estimate this could result in approximately 60 extra production days per year at UMWA-represented operations, resulting in approximate increased incremental revenues as reflected in the following chart:

| <i>(amounts in thousands)</i> | 2013 | 2014 | 2015 | 2016 | Total |
|-------------------------------|-----------|-----------|-----------|-----------|-----------|
| Additional Tons Produced | 1,840 | 3,270 | 3,200 | 3,160 | 11,470 |
| Total Incremental Revenue | \$114,100 | \$216,900 | \$220,500 | \$226,500 | \$778,000 |

2. **Wages and Hours.** The UMWA proposes modification of Article IV, as necessary, to provide that overtime shall not be paid until the employee works beyond 40 hours per week. This proviso shall not apply to Saturday work past 8 hours or any work on Sunday for which double time is required. This proviso shall not apply to holidays, which shall continue forward as set forth in the 2011 NBCWA. The UMWA proposes modification of Article IV and VI, as necessary, to allow 10 hour shifts.

3. **Starting Time.** The UMWA proposes modification of Article VIII, Section (e), as necessary, to allow employees to be changed out at the face and allow that other crews may be changed out at other locations within the mine where the employer can demonstrate a substantial economic need for such change.

C. Supervisors Performing Bargaining Unit Work. To permit a measure of flexibility until Patriot returns to viability, the UMWA proposes that Article IA, Section C, which limits supervisors from performing classified work, be temporarily modified, as necessary, to provide that supervisors may perform work of a classified nature as long as such work does not exceed one hour and is agreed to in advance by the local union.

D. Retiree Medical Cost Savings. No provision in this section shall modify benefits for Coal Act retirees, surviving spouses or eligible dependents, with the sole exception of H.E.4, below. No provision in this section shall modify benefits for non-Coal Act retirees, surviving spouses or eligible dependents whose medical care is ultimately paid for or reimbursed by another entity (e.g. Peabody or Alcoa).

1. The UMWA proposes implementation of a generic formulary, providing an exception in limited cases of medical necessity. Medical necessity shall require an additional \$10 surcharge on brand-name drugs not included in the formulary.

2. The UMWA proposes a mandatory mail order program for maintenance drugs and to impose a \$5 co-payment for each mail order refill. In the case of a beneficiary who fills a prescription for a maintenance drug at a retail pharmacy, the beneficiary shall pay, in addition to the normal co-payment, a surcharge of \$10 per prescription.

3. The UMWA proposes that co-payments and deductibles shall be temporarily increased to \$200 per visit for emergency room care.

4. The UMWA proposes that Patriot adopt the UMWA Funds durable equipment network.

5. The UMWA proposes to work with Patriot to adopt a PPL network to be applied to Coal Act beneficiaries.

6. The UMWA proposes that Patriot's health plan will be secondary to any plan sponsored by the employer of a spouse of an active employee or retiree, or a surviving spouse (collectively "beneficiary" for the purposes of this paragraph), so long as the beneficiary is eligible to receive coverage by that plan. Patriot shall reimburse the employee, retiree or surviving spouse the premium costs of such coverage. Patriot will not be responsible for any benefits that a beneficiary could have received from his or her other employer's plan. Patriot shall remain responsible for the benefits of all current beneficiaries until they are eligible to receive benefits from the other employer's plan. Patriot shall remain responsible for reimbursement to the beneficiary of documented costs incurred by the beneficiary for benefits that are not covered under the new employer's plan but that are covered by Patriot's plan. No Patriot beneficiary shall be required to pay out of pocket in any calendar year more in premiums, deductibles, co-payments or other out of pocket costs than the beneficiary would have been required to pay had he or she been covered under the Patriot plan.

E. Work Opportunities. The UMWA rejects Patriot's proposal to limit application of the contract to the current geographic boundaries of the Apogee, Eastern, Heritage, Hobet and Highland operations, to eliminate the present successorship provisions of Article I and to eliminate the Jobs MOU. As admitted in Patriot's summary of its proposal and subsequently at the bargaining table, these proposals have no quantifiable economic value. They are completely unnecessary. Successorship language and language that applies the contract terms more broadly than just the existing geographic boundaries and related reserves offers a material (albeit intangible) value to the employees we represent. If bargaining unit employees are expected to shoulder significant reductions in their pay and benefits to help the company achieve successful reorganization, they should receive enhanced job security, not less. Accordingly, we propose enhancement of work jurisdiction and job security provisions for represented employees in exchange for any changes that would limit or reduce their current or future compensation.

Successorship and other work preservation language in Article I have long been an integral part of our standard coal industry wage agreements, and have been included in every National Bituminous Coal Wage Agreement for nearly 40 years; since 1974, when our membership engaged in lawful strikes to secure successorship language. Not only did Patriot recognize the value of retaining this language when it signed the Apogee, Eastern, Heritage, Hobet and Highland agreements, but Patriot's predecessor, Peabody and its related entities, signed contract after contract containing the successorship language, first as part of the BCOA multiemployer bargaining association (in 1974, 1978, 1981, 1984, 1988, 1993, 1998 and 2003), and then through independent me-too negotiations in 2007.

Keeping intact the experienced workforce that has allowed the unionized sites, such as Federal 2 and Hobet 21 to consistently outperform the nonunion operations such as Freedom and Patriot Surface Mine is critical to achievement of our shared goal of ensuring Patriot's profitability during and after the Chapter 11 bankruptcy. To ensure Patriot's long-term profitability, the UMWA proposes the following enhancements of work jurisdiction and job security for UMWA represented employees:

1. Patriot shall hire UMWA 5 out of 5 panel members for newly opened operations, whether contractor-operated or company-operated. This shall provide the employer with an experienced workforce and ensure full employment for laid off UMWA employees of the employer.

2. Patriot shall make every effort to supply employment to laid off UMWA employees at its current operations and operations run by another entity that Patriot has exercised economic control or influence over in the past or future.

3. Patriot shall hire 5 out of 5 UMWA employees for new operations and the UMWA will seek to negotiate collective bargaining agreements built upon a framework of "Gateway" concepts at new operations.

4. Patriot shall avoid the use of joint ventures in the future. If Patriot enters into a joint venture then Patriot shall hire 5 out of 5 panel employees to fill such jobs. Regardless of their percentage of ownership, Patriot shall notify and secure agreements related to these hiring provisions from any potential joint venture business partners before entering into any agreements.

F. Litigation Trust. On the date an Agreement is executed, a Litigation Trust will be established (the "Litigation Trust") to pursue any and all causes of action for, or on behalf of Patriot. All rights to commence and pursue, as appropriate, any and all claims and causes of action for, or on behalf of Patriot, whether arising before or after the Petition Date shall vest in a Litigation Trust and be pursued by the Litigation Trustee. In addition, any and all causes of action in which Patriot is a plaintiff commenced on or before the date an Agreement is executed, whether commenced before or after the Petition Date, shall vest in the Litigation Trust. Creation of the Litigation Trust will not prohibit the UMWA, the UMWA 1974 Pension Plan and Trust or any other party-in-interest from separately pursuing claims against third parties.

A five person Oversight Committee (the "Litigation Trust Committee") will be established to oversee the Litigation Trust and serve as or appoint the Litigation Trustee. The Litigation Trust Committee will consist of two members appointed by the UMWA, two members appointed by the UMWA 1974 Pension Plan and Trust, and one member appointed by the Committee of Unsecured Creditors. Net proceeds of any judgment, settlement or other recovery obtained in an action brought by the Litigation Trust shall be distributed as follows: 20% to Reorganized Patriot; and, 80% to unsecured creditors, until such creditors receive 100% recovery plus interest, with any net residual proceeds after unsecured creditors have been paid 100% plus interest to be distributed to Patriot shareholders. Provided, however, that 100% of the net proceeds of any judgment, settlement or other recovery obtained in an action involving the obligation to provide UMWA retiree healthcare shall be distributed entirely to the UMWA for healthcare.

EXHIBIT 49

1/11/13

Patriot Information and Data Request List

| # | Request |
|---|---|
| 1 | <p>Please provide any support for the following statements contained in Cecil E. Roberts' letter dated January 8, 2013:</p> <ul style="list-style-type: none">a) Patriot has "overstated the severity of [its] temporary liquidity problem";b) Patriot's "model uses coal pricing projections that [its] own analysts have admitted are overly conservative, overestimates certain expenses and fails to account for recoveries in existing and anticipated litigation";c) Patriot has "a management to hourly employee ratio out of line with other unionized coal companies operating in similar conditions"; andd) Emergence from bankruptcy in June of 2013 would "save \$50 million in otherwise needlessly wasted professionals' fees and other costs." |
| 2 | <p>Please provide estimates of the savings Patriot would realize if the UMWA's January 8, 2013 counterproposals were implemented from 2013 to 2016, accompanied by supporting assumptions, calculations, and documentation..</p> |
| 3 | <p>By mining complex, please provide the assumptions, calculations, and documentation used to support the savings estimates in Section IV.A of the counterproposals.</p> |
| 4 | <p>By mining complex, please provide the assumptions, calculations, and documentation used to support the projections in Section IV.B.1 of the counterproposals for Additional Tons Produced and Total Incremental Revenue for the years 2013 to 2016.</p> |
| 5 | <p>Please explain how the scheduling flexibility proposed in Section IV.B of the counterproposals differs from the current scheduling flexibility provided in Appendix C – Alternative Schedules of the existing Coal Wage Agreements.</p> |
| 6 | <p>Please explain the proposal in Section IV.D.1.</p> <ul style="list-style-type: none">a) Is the UMWA proposing to replace the current benefit plan with a generic-only formulary and to eliminate the brand-name formulary?b) If so, please provide details about how the benefit plan will work, including answers to the following questions:<ul style="list-style-type: none">i) Will all generic drugs be included in the formulary, or will some generic drugs be considered non-formulary?ii) If some generic drugs will be excluded from the formulary, please provide a list of specific drugs that will be excluded.iii) What copays will apply (PPL, non-PPL)?iv) If a brand-name drug is not approved for medical necessity, will the member pay the full cost of the drug?v) Will traditional Step Therapy (where a member is required to try a generic first before the brand is approved) still apply?c) If the UMWA is not proposing to replace the current benefit plan with a generic-only formulary, how does the proposal coordinate with the current plan, which provides that, for formulary brands, members pay the copay plus the cost difference between the brand and the generic, and that, for non-formulary alternatives, members pay the copay plus the cost difference between the alternative and the generic plus an additional surcharge (\$7.50 for the second fill and \$15 for all additional fills)? Please provide specific claim examples. |

- 7 Regarding the proposal in Section IV.D.4:
 - a) Please provide information, including all supporting documentation, regarding the cost savings the UMWA Funds have achieved through the adoption of their durable equipment network.
 - b) Please provide a list of durable equipment providers included in the UMWA Funds durable equipment network.
 - c) For pre-Medicare benefits, please provide details about the expected savings the UMWA Funds network will provide. Specifically, please provide the network discount percentage to be applied to submitted charges.
 - d) For Medicare beneficiaries, please provide network discounts for hearing aids.
- 8 Please clarify the apparent conflict between the introductory language in Section IV.D that “[n]o provision in this section shall modify benefits for Coal Act retirees, surviving spouses or eligible dependents, with the sole exception of II.E.4, below” and the proposal in Section IV.D.5 to “adopt a PPL network to be applied to Coal Act beneficiaries.”
- 9 Does the UMWA intend the sixth proposal in Section IV.D (captioned “Retiree Medical Cost Savings”) to apply to active employees as well as retirees? It refers to “any plan sponsored by the employer of a spouse of an active employee or retiree.”
- 10
 - a) Please provide any support for the statement in Section IV.E of the counterproposals that “the unionized sites[] such as Federal 2 and Hobet 21 [have] consistently outperform[ed] the non operations such as Freedom and Patriot Surface Mine.”
 - b) Please explain the meaning of “outperform” as used in this context.

EXHIBIT 50

From: Brian Sanson [bsanson@umwa.org]
Sent: Tuesday, January 15, 2013 5:22 PM
To: Lucha, Dale
Cc: Art Traynor-UMWA; Judy Rivlin; gcrandall@umwa.org; Cecil Roberts-UMWA
Subject: Re: Request

Dale,
The utilization data we requested was not for 2013, but should be an experience period over the last five years (2007-2012). If I recall you said you could turn that kind of data around in a few days. It would be data that at a minimum will show the following information:

DRUGS

Reviews of health plan by claim administration, reviews of drug utilization and formulary management.
Mail-Order usage and costs
Chain Pharmacy Usage and costs
Independent Pharmacy usage and costs
Non-Retail Provider e.g. Hospitals usage and costs Top single source generics Top 50 brand drugs by cost and number of scripts Top 50 generic drugs by cost and number of scripts Top single source brand drugs and their closest competitors- price paid at pharmacy and price paid at mail-order.
Top 50 prescription drugs by savings (rebate \$) Top 15 Therapeutic Classes ranked by payments Network or retail pharmacy payment rates negotiated by Patriot or provider and savings associated.
Cost of Part B drugs
Dispensing Fees
Brand drug inflation
Generic drug inflation
Cost sharing savings associated with plan Average day supply Total number of Rx's Total Ingredient Costs Total contract fees Total Pharmacy Reimbursement Average Co-Pay per Rx Total Co-Pay Amount Total Rx's Per Member Per Year (PMPY) Total Rx's Per Member Per Month (PMPM) Pharmacy Reimbursement per Rx Pharmacy Reimbursement PMPY Pharmacy Reimbursement PMPM Amount paid per Rx Amount paid per days supply Amount paid PMPY Amount paid PMPM Ingredient cost per Rx Ingredient cost per 30 days Ingredient Cost PMPY Ingredient Cost PMPM Utilizing members % utilizing members % DAW % Generic Dispensed When Available Generic percentage Amount paid/Generic Days Supply Mail-Order % Mail-Order % Days Supply Specialty Amount Paid Specialty % of amount paid Number of member education programs Prescriber education programs Demographics by Married and Single All administrative costs PMPY All administrative costs PMPM
Date Last RFP was sent to providers
Number of Providers RFP was sent to
Cost comparison studies per provider
Any stop loss premiums, if applicable

HEALTH CARE

All outreach programs and savings associated with them.
Total Emergency Room Visits Per Year
ER Visits PMPY
ER Visits PMPM
Provide number of covered employees and total participants and the average monthly costs for the following benefits
Hospital Benefits Hospital benefits PMPM Hospital benefits PMPY Physician Services Physician Services PMPM Physician Services PMPY Physician Visits Physician Visits PMPM Physician Visits PMPY Average cost per service Co-Pays Co-Insurance Deductibles Medicare Savings Total service payments Admin fees for physician and hospital services Admin fees for physician and hospital services (% of Claims) lab tests PMPY and PMPM x-ray costs PMPY and PMPM Inpatient Facility- Visits, Services, Charges, payments, Average Length of Stay Outpatient Facility- Visits, Services, Charges, payments, Average Length of Stay
Vision Care Services
Vision Cost PMPM
Vision Cost PMPY
Admin fees for vision care

Admin fees for vision care (% of Claims)

Dental Care Services

Dental Cost PMPM

Dental Cost PMPY

Admin fees for Dental care

Admin fees for Dental care (% of claims)

Life and AD&D Insurance

Cost PMPM

Cost PMPY

Ambulance Services

All health care transportation services

DME contracts and savings

DME Costs PMPY

DME Costs PMPM

DME broken out by charges, payments, savings, average payment, average charge, average day supply.

Census of age, gender, active, retired and cost relevant to health and prescription drugs.

Network Savings- Inpatient Facility, Outpatient Facility, Professional, Drug and Total.

Non-Participating Network Costs- Inpatient Facility, Outpatient Facility, Professional, Drug and Total.

Member payment range report- Payments, % of Payments, Cumulative % of Payments, members, % of Average Enrolled Members, Cumulative % of Averaged Enrolled Members

Inpatient Facility utilization by Diagnostic Category- Please sort by payments and other items such as days, admits severity index, etc.

Inpatient Facility- Please provide top 20 by payments, admits, days, services, % of payments.

Outpatient Facility Utilization by Type of Service- Please sort by payments and other items such as services, payment/member, etc.

Outpatient Facility- Please provide top 20 by payments, admits, days, services, % of payments.

Professional Utilization by type of service- Please sort by payment, services, etc Top Professional Providers Ranked by Payment- Please provide services, payment/member, etc.

High-Cost Report for Member Payments over \$75,000.

In short, and as I explicitly stated at the table after providing many of the aforementioned examples, we need all information showing health care utilization and costs.

Thanks,

Brian

EXHIBIT 51

January 15, 2013 E-Mail Request for Healthcare Utilization Data

| UMWA Request | To Date | Status |
|---|----------|--|
| PRESCRIPTION DRUG | | |
| Mail-Order usage and costs | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Chain Pharmacy Usage and costs | COMPLETE | Information provided on data posted to Data Room on January 22, 2013 for Actives, Medicare Eligible Retirees. Data reported under Total Retail (Rx, Day Supply and Gross Cost). Data posted on January 23, 2013 for Non-Medicare Retirees. Currently, Working with Caremark to provide Chain vs. Independent pharmacies (will include Non-Retail) for Actives and Non-Medicare Retirees. Information provided on data posted to Data Room on January 28, 2013. Caremark's system is not able to properly segregate them as requested for Medicare Eligible participants. |
| Independent Pharmacy usage and costs | COMPLETE | Information provided on data posted to Data Room on January 22, 2013 for Actives, Medicare Eligible Retirees. Data reported under Total Retail (Rx, Day Supply and Gross Cost). Data posted on January 23, 2013 for Non-Medicare Retirees. Currently, Working with Caremark to provide Chain vs. Independent pharmacies (will include Non-Retail) for Actives and Non-Medicare Retirees. Information provided on data posted to Data Room on January 28, 2013. Caremark's system is not able to properly segregate them as requested for Medicare Eligible participants. |
| Non-Retail Provider e.g. Hospitals usage and costs | COMPLETE | Information provided on data posted to Data Room on January 22, 2013 for Actives, Medicare Eligible Retirees. Data reported under Total Retail (Rx, Day Supply and Gross Cost). Data posted on January 23, 2013 for Non-Medicare Retirees. Currently, Working with Caremark to provide Chain vs. Independent pharmacies (will include Non-Retail) for Actives and Non-Medicare Retirees. Information provided on data posted to Data Room on January 28, 2013. Caremark's system is not able to properly segregate them as requested for Medicare Eligible participants. |
| Top single source generics | COMPLETE | Information posted to Data Room on January 17, 2013. |
| Top 50 brand drugs by cost and number of scripts | COMPLETE | Information posted to Data Room on January 22, 2013. Information posted to Data Room on January 23, 2013 for Non-Medicare Retirees |
| Top 50 generic drugs by cost and number of scripts | COMPLETE | Information posted to Data Room on January 22, 2013. Information posted to Data Room on January 23, 2013 for Non-Medicare Retirees |
| Top single source brand drugs and their closest competitors- price paid at pharmacy and price paid at mail-order. | COMPLETE | Information posted to Data Room on January 22, 2013. Information posted to Data Room on January 23, 2013 for Non-Medicare Retirees |
| Top 50 prescription drugs by savings (rebate \$) | COMPLETE | Information posted to Data Room on January 22, 2013. Information posted to Data Room on January 23, 2013 for Non-Medicare Retirees. Information provided by Gross Cost |
| Top 15 Therapeutic Classes ranked by payments | COMPLETE | Information posted to Data Room on January 22, 2013. Information posted to Data Room on January 23, 2013 for Non-Medicare Retirees |
| Network or retail pharmacy payment rates negotiated by Patriot or provider and savings associated. | COMPLETE | Caremark confidentiality agreement has been signed. Contract between Patriot and Caremark has been provided to address this request. Information posted to Data Room on February 20, 2013. SilverScript confidentiality agreement has been signed. Information posted to Data Room on March 1, 2013. |
| Cost of Part B drugs | COMPLETE | Data not in Patriot's possession. To be provided by UMR. Awaiting report. Estimated delivery date TBD. |
| Dispensing Fees | COMPLETE | Caremark confidentiality agreement has been signed. Contract between Patriot and Caremark has been provided to address this request. Information posted to Data Room on February 20, 2013. SilverScript confidentiality agreement has been signed. Information posted to Data Room on March 1, 2013. |
| Brand drug inflation | COMPLETE | Information posted to Data Room on January 22, 2013. |
| Generic drug inflation | COMPLETE | Information posted to Data Room on January 22, 2013. |
| Cost sharing savings associated with plan | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Average day supply | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Total number of Rx's | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Total Ingredient Costs | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Total contract fees | COMPLETE | Caremark confidentiality agreement has been signed. Contract between Patriot and Caremark has been provided to address this request. Information posted to Data Room on February 20, 2013. SilverScript confidentiality agreement has been signed. Information posted to Data Room on March 1, 2013. |

January 15, 2013 E-Mail Request for Healthcare Utilization Data

| UMWA Request | To Date | Status |
|---|-------------------|---|
| PRESCRIPTION DRUG <i>(continued)</i> | | |
| Total Pharmacy Reimbursement | UNABLE TO PROVIDE | This information is subject to conditions of confidentiality with the contracted pharmacy. The re-release of negotiated pharmacy reimbursement terms is prohibited. Based on the foregoing, Caremark will not release the requested information |
| Average Co-Pay per Rx | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Total Co-Pay Amount | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Total Rx's Per Member Per Year (PMPY) | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Total Rx's Per Member Per Month (PMPM) | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Pharmacy Reimbursement per Rx | UNABLE TO PROVIDE | This information is subject to conditions of confidentiality with the contracted pharmacy. The re-release of negotiated pharmacy reimbursement terms is prohibited. Based on the foregoing, Caremark will not release the requested information |
| Pharmacy Reimbursement PMPY | UNABLE TO PROVIDE | This information is subject to conditions of confidentiality with the contracted pharmacy. The re-release of negotiated pharmacy reimbursement terms is prohibited. Based on the foregoing, Caremark will not release the requested information |
| Pharmacy Reimbursement PMPM | UNABLE TO PROVIDE | This information is subject to conditions of confidentiality with the contracted pharmacy. The re-release of negotiated pharmacy reimbursement terms is prohibited. Based on the foregoing, Caremark will not release the requested information |
| Amount paid per Rx | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Amount paid per days supply | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Amount paid PMPY | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Amount paid PMPM | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Ingredient cost per Rx | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Ingredient cost per 30 days | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Ingredient Cost PMPY | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Ingredient Cost PMPM | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Utilizing members | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| % utilizing members | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| % DAW | COMPLETE | Information posted to Data Room on January 22, 2013. |
| % Generic Dispensed When Available | COMPLETE | Information posted to Data Room on January 22, 2013. |
| Generic percentage | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Amount paid/Generic Days Supply | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Mail-Order % | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Mail-Order % Days Supply | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Specialty Amount Paid | COMPLETE | Information posted to Data Room on January 22, 2013. |

January 15, 2013 E-Mail Request for Healthcare Utilization Data

| UMWA Request | To Date | Status |
|---|----------|--|
| PRESCRIPTION DRUG <i>(continued)</i> | | |
| Specialty % of amount paid | COMPLETE | Information posted to Data Room on January 22, 2013. |
| Number of member education programs | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Prescriber education programs | COMPLETE | Information posted to Data Room on January 17, 2013. Caremark data broken out by Active vs. Retiree and Medicare D - Information posted to Data Room on January 22, 2013. |
| Demographics by Married and Single | COMPLETE | Information posted to Data Room on January 22, 2013. |
| All administrative costs PMPY | COMPLETE | Caremark confidentiality agreement has been signed. Contract between Patriot and Caremark has been provided to address this request. Information posted to Data Room on February 20, 2013. SilverScript confidentiality agreement has been signed. Information posted to Data Room on March 1, 2013. |
| All administrative costs PMPM | COMPLETE | Caremark confidentiality agreement has been signed. Contract between Patriot and Caremark has been provided to address this request. Information posted to Data Room on February 20, 2013. SilverScript confidentiality agreement has been signed. Information posted to Data Room on March 1, 2013. |
| Date Last RFP was sent to providers | COMPLETE | Answer: October 2010. |
| Number of Providers RFP was sent to | COMPLETE | Answer: Ten that were then narrowed to two finalists. |
| Cost comparison studies per provider | COMPLETE | Information posted to Data Room on February 12, 2013. |
| Any stop loss premiums, if applicable | COMPLETE | Not applicable. |
| MEDICAL | | |
| All outreach programs and savings associated with them. | COMPLETE | BCBSIL programs posted to Data Room on January 23, 2013. This is a yearly report. Last report Patriot has in possession is 2011 results for the entire population under BCBSIL. BCBSIL provided report for union members only posted to Data Room on February 4, 2013. |
| Total Emergency Room Visits Per Year | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| ER Visits PMPY | COMPLETE | Information provided on PMPM basis and posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| ER Visits PMPM | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Provide number of covered employees and total participants and the average monthly costs for the following benefits | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. |
| Hospital Benefits | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Hospital benefits PMPM | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Hospital benefits PMPY | COMPLETE | Information provided on PMPM basis and posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Physician Services | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Physician Services PMPM | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Physician Services PMPY | COMPLETE | Information provided on PMPM basis and posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Physician Visits | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Physician Visits PMPM | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |

January 15, 2013 E-Mail Request for Healthcare Utilization Data

| UMWA Request | To Date | Status |
|--|----------|---|
| MEDICAL (continued) | | |
| Physician Visits PMPY | COMPLETE | Information provided on PMPM basis and posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Average cost per service | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. |
| Co-Pays | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Co-Insurance | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Deductibles | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Medicare Savings | COMPLETE | Medicare data for UMWA represented individuals in BCBS IL program posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. |
| Total service payments | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Admin fees for physician and hospital services | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. |
| Admin fees for physician and hospital services (% of Claims) | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. |
| Lab tests PMPY and PMPM | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| X-ray costs PMPY and PMPM | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Inpatient Facility- Visits, Services, Charges, Payments, Average Length of Stay | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Outpatient Facility- Visits, Services, Charges, Payments, Average Length of Stay | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Vision Care Services | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Vision Cost PMPM | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Vision Cost PMPY | COMPLETE | Information provided on PMPM basis and posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. |
| Admin fees for vision care | COMPLETE | No individual administrative fee for vision care. |
| Admin fees for vision care (% of Claims) | COMPLETE | No individual administrative fee for vision care. |
| Ambulance Services | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| All health care transportation services | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| DME contracts and savings | COMPLETE | Not available. |
| DME Costs PMPY | COMPLETE | Information provided on PMPM basis and posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| DME Costs PMPM | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| DME broken out by charges, payments, savings, average payment, average charge, average day supply. | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |

January 15, 2013 E-Mail Request for Healthcare Utilization Data

| UMWA Request | To Date | Status |
|---|----------|--|
| MEDICAL <i>(continued)</i> | | |
| Census of age, gender, active, retired and cost relevant to health and prescription drugs. | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Network Savings- Inpatient Facility, Outpatient Facility, Professional, Drug and Total. | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Non-Participating Network Costs- Inpatient Facility, Outpatient Facility, Professional, Drug and Total. | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Member payment range report- Payments, % of Payments, Cumulative % of Payments, members, % of Average Enrolled Members, Cumulative % of Averaged Enrolled Members | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Inpatient Facility utilization by Diagnostic Category- Please sort by payments and other items such as days, admits severity index, etc. | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Inpatient Facility- Please provide top 20 by payments, admits, days, services, % of payments. | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Outpatient Facility Utilization by Type of Service- Please sort by payments and other items such as services, payment/member, etc. | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Outpatient Facility- Please provide top 20 by payments, admits, days, services, % of payments. | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| Professional Utilization by type of service- Please sort by payment, services, etc. | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. |
| Top Professional Providers Ranked by Payment- Please provide services, payment/member, etc. | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| High-Cost Report for Member Payments over \$75,000 | COMPLETE | 2012 data posted to Data Room on January 17, 2013. UMR data posted to Data Room on January 22, 2013. UMR data provided by UMR posted to Data Room on February 4, 2013. |
| DENTAL CARE SERVICES <i>(Active only)</i> | | |
| Dental Cost PMPM | COMPLETE | Information posted to Data Room on January 17, 2013. |
| Dental Cost PMPY | COMPLETE | Information posted to Data Room on January 17, 2013. |
| Admin fees for Dental care | COMPLETE | Information posted to Data Room on January 17, 2013. |
| Admin fees for Dental care (% of claims) | COMPLETE | Information posted to Data Room on January 17, 2013. |
| LIFE AND AD&D INSURANCE <i>(Active only)</i> | | |
| Cost PMPM | COMPLETE | Information posted to Data Room on January 17, 2013. |
| Cost PMPY | COMPLETE | Information posted to Data Room on January 17, 2013. |

January 15, 2013 E-Mail Request for Healthcare Utilization Data

Notes:

Prescription Drug data being provided on January 17, 2013:

The prescription data is provided for all Patriot UMWA Represented Retirees and Actives (Coal Act excluded).

Parameters for data

Source: Patriot's data warehouse.

Calendar Year = 2009,2010,2011,2012.

All UMWA members.

- Does not include employees in lay-off, S&A, WC, Disabled under age 55, or COBRA status.

Tape date used to pull data

Medical Benefits data being provided on January 17, 2013:

The healthcare data provided is for the UMWA Represented Actives and Retirees receiving medical services pursuant to Blue Cross Blue Shield of IL program.

Medical data for Medicare-eligible households receiving medical services pursuant to UMR program is not yet available and will be provided at a later date.

Parameters for data

Source: BCBS Blue Insight System.

Calendar Year = 2009 (November and December only),2010,2011,2012.

Active and Retiree Population covered under BCBS - ONLY.

Does not include employees in lay-off, S&A, WC, Disabled under age 55, or COBRA status.

Prescription Drug data being provided on January 22, 2013:

The prescription data is provided for all Patriot UMWA Represented Retirees and Actives. Medicare D reporting included.

Parameters for data

Source: Caremark's Reporting System

Calendar Year = 2009,2010,2011,2012.

All UMWA members.

- Does not include employees in lay-off, S&A, WC, Disabled under age 55, or COBRA status.

Fill date used to pull data

Medical Benefits data being provided on January 22, 2013:

The healthcare data provided is for the UMWA Represented Retirees receiving medical services pursuant to UMR program.

Medical data is for Medicare-Eligible members

Parameters for data

Source: Patriot's data warehouse

Calendar Year = 2009,2010,2011,2012.

Retiree Population covered under UMR - ONLY.

Does not include employees in lay-off, S&A, WC, Disabled under age 55, or COBRA status.

Medical Benefits data being provided on February 4, 2013:

The healthcare data provided is for the UMWA Represented Retirees receiving medical services pursuant to UMR program.

Medical data is for Medicare-Eligible members

Parameters for data

Source: UMR System

Calendar Year = 2010,2011,2012.

Retiree Population covered under UMR - ONLY.

Does not include employees in lay-off, S&A, WC, Disabled under age 55, or COBRA status.

Additional Medical and Prescription Drug Benefit Considerations:

Patriot was not able to provide data prior to 2009 for the following reasons:

- Magnum population was not added to Patriot's benefits until 1/1/2009.
- BCBS only maintains 36 rolling months of data.
- UMR reporting capabilities are less sophisticated and require more production time.
- CVS Caremark/Silverscript became Patriot's PBM January 1, 2009. Earlier data is not readily available.

EXHIBIT 52

From: Mazzotti, Joseph <jmazzotti@alixpartners.com>
Sent: Wednesday, January 16, 2013 2:22 PM
To: adam.rosen@us.pwc.com
Cc: 'Art Traynor'; 'Hatfield, Ben'; bruce.m.buchanan@us.pwc.com; 'Buschmann, Mark'; 'Lucha, Dale'; 'Hartsog, Kent'; Moskowitz, Elliot; 'Grant Crandall'; 'Huffard, Flip'; 'Bean, Joe'; 'Lushefski, Jack'; 'Judy Rivlin'; Huebner, Marshall S.; 'Luna, Michael'; perry.mandarino@us.pwc.com; fp@previant.com; Hiltz, Ken
Subject: Patriot - Oral Data Request Status
Attachments: 1-16-13 Status Report in Response to UMWA oral data requests of 1-8-13.pdf

Adam,

Attached is a status update for items requested orally at the 1/8/13 meeting between the UMWA and the company. Please let us know if you have any questions.

Regards,

Joe Mazzotti

Joe Mazzotti

AlixPartners | 2000 Town Center, Suite 2400 | Southfield, MI 48075
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1/16/13 Status Report in Response to UMWA Oral Information Requests Dated 1/8/13

Pg 3 of 6

| UMWA Request: | Status: |
|--|--|
| <p>1. Discussion among UMWA, Patriot, Blackstone, AlixPartners, and PwC regarding dynamic business plan model, which Patriot provided to the UMWA and PwC on December 3, 2012</p> | <p>This item was addressed via telephone call on 1/9/13 between PwC, Blackstone, and AlixPartners, with Art Traynor, Jack Lushefski, and Ben Hatfield.</p> <p>Complete</p> |
| <p>2. Documents relating to disputes with Peabody on retiree medical obligations</p> | <p>Counsel to Union and Patriot have reached agreement on scope of the request. Company has provided all relevant documents identified to date. DPW is reviewing additional documents provided in response to Peabody investigation and will identify any others; anticipate completion by end of January or early February 2013.</p> |
| <p>3. Additional information regarding retiree medical costs and prescription drug formulary – Mr. Sanson asked for a utilization breakdown for prescription drugs, including a current prescription drug cost per employee, cost breakdown by provider, cost breakdown by drug, and a breakdown of dispensing costs. He also asked for information on the top 25 price savings that Patriot receives through pharmacy networks, and information on any other programs that Patriot has implemented relating to cost containment. He also asked for utilization information by region based on the largest geographical region of retirees and active employees. He further asked for information concerning any rebates that Patriot currently receives, and information concerning the type of discounts that Patriot would receive by negotiating a new prescription drug formulary. In addition, he asked for the response to include utilization information for healthcare provided to employees, such as emergency room, ambulance, inpatient/outpatient costs, and DNE costs. In light of the broad nature of this request, Mr. Sanson stated that he will follow up with a written document request</p> | <p>We have been gathering the information as outlined at the meeting, in anticipation of a written request. We received a written request from Mr. Sanson on 1/15/13, which included an expanded list of utilization data compared to that discussed at the meeting. We will continue to gather the requested data and provide as soon as possible. We will endeavor to provide as much of this information as possible before our meeting on 1/18/13.</p> |

1/16/13 Status Report in Response to UMW Oral Information Requests Dated 1/8/13

| UMWA Request: | Status: |
|--|---|
| <p>4. Information regarding Huff Creek (general geographic and employment information) and Buffalo Mountain (proposed capital expenditures) complexes</p> | <p>General location of Huff Creek surface mine is the area behind the old Harris office (Skin Fork) and Oceana. Buffalo Mountain surface lies between Accoville and Man. CapEx forecasts are in the Data Room at document 1.2.25.5. Staffing information is in the Data Room at 1.2.12.5.</p> <p>Complete</p> |
| <p>5. Cub Branch mine costs currently factored into assumptions or models that are part of the bank plan</p> | <p>Proposed Cub Branch mine is not included in the Business Plan. The 2012 capital expenditures identified as Cub Branch mine are actually mining equipment in daily use at the Guyan mine.</p> <p>Complete</p> |
| <p>6. Clarification regarding capital expenditure documents, particularly the document "Forecast Expenditure by Complex 2012-2015," posted as 1.2.25.5, provided in support of the bank plan</p> | <p>We can confirm that the document 1.2.25.5 reflects the most current projections underlying the current 5-year business plan.</p> <p>Complete</p> |

1/16/13 Status Report in Response to UMWA Oral Information Requests Dated 1/8/13

| UMWA Request: | Status: |
|---|--|
| <p>7. Additional document listing any changes in the wage information previously provided to the UMWA, specifically changes concerning non-UMWA hourly wage adjustments</p> | <p>The Wage Rate Schedule for Brody posted in the Data Room is accurate. We will adjust Brody's hourly wage rates on March 1, 2013 to comport with Patriot's other non-union hourly wage rates on March 1, 2013. This adjustment at Brody entails hourly decreases in many classifications and hourly increases in two classifications, Electrician and Continuous Miner Operator.</p> <p>Complete</p> |
| <p>8. Information regarding steps to renegotiate DIP covenants or obtain alternate financing, including detail regarding lender contacts, and correspondence that may exist on the matter</p> | <p>There were no written communications on this topic.</p> <p>Complete</p> |

1/16/13 Status Report in Response to UMW Oral Information Requests Dated 1/8/13

Pg 6 of 6

| UMWA Request: | Status: |
|--|--|
| <p>9. Supplemental staffing ratio information broken down in same fashion as 2013 projection previously provided; information on which salaried employees are assigned to particular operations, and how they are allocated; and an explanation of what Mr. Sanson perceives has high staffing ratio projections for 2013 at Brody and Panther</p> | <p>The actual staffing and ratio data as of December 31, 2012, has been prepared and was posted to the Data Room as 1.1.11.4 on 1/16/13. Ratios vary widely based on mine size and infrastructure requirements. Additionally, fire-bosses at Panther and Brody are salaried positions, not classified positions, as is the case at many other mines.</p> <p>Complete</p> |
| <p>10. Explanation of training personnel costs assigned to Rocklick if the personnel provide training to other Patriot affiliates</p> | <p>The information listed on the Staffing Ratio sheet has been edited to no longer show the training group allocated to Rocklick. The group is now called AMS. The updated file was posted to the Data Room as 1.1.11.5 on 1/16/13.</p> <p>Complete</p> |

EXHIBIT 53



BENNETT K. HATFIELD
Chief Executive Officer
(304) 275-3638 (St. Louis)
(304) 380-0264 (Charleston)
(304) 380-0384 Fax
bhatfield@patriotcoal.com

January 17, 2013

Mr. Cecil E. Roberts
President
United Mine Workers of America
18354 Quantico Gateway Drive, Suite 200
Triangle, VA 22172

RE: Revised Proposal of Modifications to Collective Bargaining Agreements
and Retiree Healthcare Benefits Pursuant to Sections 1113 and 1114 of the
Bankruptcy Code

Dear Mr. Roberts:

Thank you for delivering a counterproposal (the "Counterproposal") in response to Patriot's initial proposals (the "Initial Proposals"), and for the work you and your team have done to prepare that document. Unfortunately, the Counterproposal does not reflect the magnitude of relief Patriot will require to survive, and rejects nearly all of the elements of Patriot's Initial Proposals. Indeed, while the Initial Proposals contemplated changes that would save Patriot approximately \$150 million on an annual basis, it was disappointing to see a Counterproposal that, according to our calculations, would save Patriot about \$5 million in 2013, approximately \$11 million in 2014 and \$14 million in 2015.¹ The Counterproposal was also laden with demands for significant concessions from Patriot that we believe would damage our business and make Patriot's operations less competitive.

Nonetheless, Patriot has prepared revised proposals (the "Revised Proposals") for the UMWA to consider in advance of our next bargaining session on January 18, 2013. The enclosed Revised Proposals represent substantial movement on the part of Patriot in an effort to bridge our differences.

While these changes will make it even more difficult for Patriot to successfully reorganize, we believe that a consensual resolution with the UMWA offers great value to the Debtors and all of our stakeholders.

¹ For purposes of this savings calculation, we have not incorporated the "Scheduling Flexibility" (or 7-days per week production) aspect of the Counterproposal, which would result in a net loss to Patriot – and offset the benefit associated with the wage freeze and overtime changes. Due to the broad contraction in market demand for Appalachian coals, the projected pricing for such additional production would fall below the production cost, at least for the next two to three years.

While I look forward to discussing the particulars of the Counterproposal and the Revised Proposals at our meeting later this week, I offer the following observations in the meanwhile:

- Although in prior correspondence and at the negotiating table you have raised understandable concerns relating to a potential “gap” in retiree healthcare coverage between the Plan Transition Date and the point in time when the VEBA will be in a position to provide healthcare, your Counterproposal simply rejects the VEBA concept entirely. If we are to make meaningful progress, I suggest we focus our discussions on ways to improve on this aspect of the 1114 Proposal. To this end, the Revised 1114 Proposal delays the Plan Transition Date and substantially increases up-front funding for the VEBA.
- Similarly, we have responded to the UMWA's continued focus on potential claims against Peabody, Arch and other third-parties by agreeing to the UMWA's proposal with respect to the distribution of any recoveries on account of such estate claims. We believe it is premature to determine today whether a litigation trust mechanism is necessary to pursue these estate causes of action.
- As for the UMWA's own retiree healthcare proposal, the Mercer Health & Benefits group has reviewed the Counterproposal and calculated the value of the retiree healthcare savings to be less than \$3 million per year. In fact, Section IV.D.6 of the Counterproposal, which would require spouses of retirees to obtain healthcare from their employer if possible – but which would require Patriot to provide reimbursement for any costs associated with such alternative healthcare – would impose a modest *net cost* on Patriot each year.
- The majority of the Counterproposal consists of concessions that Patriot would have to make in favor of the UMWA. As we will discuss during our meeting, several of these elements would severely constrain Patriot's ability to operate its business, and would make Patriot wholly unattractive to potential investors. For example, the blanket restriction on Patriot raising the compensation of any employee under almost any circumstance is unworkable for Patriot, as it would be for most businesses. Likewise, we have considered the pages of “snap back” provisions contained in the Counterproposal, which would result in large-scale cancellation of any UMWA concessions in the event of even modest improvement in Patriot's future performance. Such provisions would render any labor cost-savings illusory and unstable, and would be unacceptable to potential exit financiers. Patriot is mindful of the need to share with the UMWA the potential upside of future improvements to its financial condition. To that end, the Revised Proposals reflect a more generous Profit-Sharing component.

- While Patriot appreciates the UMWA's willingness to provide schedule flexibility that would result in increased coal production, such production increases will not provide any meaningful benefit in the near term. As you know, Patriot has been forced to lay off hundreds of employees and close several mines over recent months because we are unable to sell current coal production at a profit.
- The Counterproposal asserts that we have proposed to eliminate "the present successorship provisions of Article 1." That assertion is inaccurate, as the Initial 1113 Proposal contains no such proposal. With regard to the UMWA's other concerns about geographic limitations and work opportunities (*see* UMWA Counterproposal, IV.E), the Revised 1113 Proposal provides that the agreement would apply to any mining complex that later becomes subject to collective bargaining rights, and accepts certain of the UMWA's proposals with respect to job security.
- As you know, Patriot delivered information requests to the UMWA last week to better understand certain aspects of the proposal and refine the savings estimates noted above.

I recognize that the Counterproposal is designed to be part of a negotiation, and that this may not be the UMWA's final offer. That said, because the Counterproposal falls more than \$130 million (annually) short of the cost savings necessary for Patriot to reorganize, I am concerned that the UMWA may not recognize the precariousness of Patriot's condition and the need for fundamental changes if Patriot is to survive. I am hopeful that we can work together to bridge our differences.

Sincerely,



Bennett K. Hatfield

Enclosures

cc: Dale Lucha
Greg Robertson

EXHIBIT 54

From: Mazzotti, Joseph [<mailto:jmazzotti@alixpartners.com>]
Sent: Wednesday, January 30, 2013 12:21 PM
To: adam.rosen@us.pwc.com
Cc: 'Art Traynor'; 'Hatfield, Ben'; bruce.m.buchanan@us.pwc.com; 'Buschmann, Mark'; 'Lucha, Dale'; 'Hartsog, Kent'; Moskowitz, Elliot; 'Grant Crandall'; 'Huffard, Flip'; 'Bean, Joe'; 'Lushefski, Jack'; 'Judy Rivlin'; Huebner, Marshall S.; Gehring, Andrew S.; 'Luna, Michael'; perry.mandarino@us.pwc.com; fp@previant.com; Waller, Eric; Hiltz, Ken
Subject: Status Update of UMWA Oral Data Requests from 1/18/13 Meeting

Adam,

Attached is a status update for items requested orally at the 1/18/13 meeting between the UMWA and the company. Please let us know if you have any questions.

Regards,

Joe Mazzotti

AlixPartners | 2000 Town Center, Suite 2400 | Southfield, MI 48075
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Pg 3 of 9
1/30/13 Status Report in Response to UMWA Oral Information Requests Dated 1/18/13

| UMWA Request: | Status: |
|---|---|
| <p>1. Mr. Hatfield offered to make available a room in St. Louis for PriceWaterhouseCoopers to meet with Patriot analyst to use the Hyperion/Dynamic Business Model, and will instruct Blackstone to contact PriceWaterhousCoopers to make arrangements.</p> | <p>Meeting held in St. Louis on 1/24/13 with PWC, company personnel, and advisors</p> <p>Complete</p> |
| <p>2. Value of UMWA's bankruptcy claim - Mr. Roberts suggested that the value of the UMWA's bankruptcy claim can be ascertained by calculating the cost of providing benefits to a mortality table, and projecting the cost forward. Mr. Hatfield stated that he will follow up to ascertain whether the value can be calculated.</p> | <p>During the January 18, 2013 meeting, Mr. Hatfield requested information from the UMWA to support PriceWaterhouse Coopers' calculation of the UMWA bankruptcy claim. We believe Mr. Roberts was agreeable to furnishing the supporting information, but we have not received the information to date.</p> <p>However, as additional information, the December 31, 2012 Postretirement Welfare Benefit Plan Actuarial Valuation reflects a current total OPEB liability of \$1.612 billion.</p> <p>Retiree medical for UMWA retirees (both Coal Act and non-Coal Act) accounts for \$1.549 billion of the total liability calculation. This liability amount includes liabilities for current retirees as well as the liability calculation for active employees upon their retirement. The total liability amount is further broken out as follows:</p> <p>UMWA Non-Coal Act Current Retirees- \$ 1.022 billion</p> <p>UMWA Non-Coal Act Active</p> |

1/30/13 Status Report in Response to UMW A Oral Information Requests Dated 1/18/13

| UMWA Request: | Status: |
|---|---|
| | Employees- \$ 0.431 billion UMWA Coal Act medical- \$ 0.095 billion Complete |
| 3. Contracting closed/idle operations – Mr. Roberts interpreted Patriot’s proposal to eliminate the successorship requirements in the collective bargaining agreement, and that a consequence of this elimination would be that Patriot could “close” a UMWA-represented operation and immediately re-open under a contract operator. After a discussion about the semantics of a closed mine versus an idled mine, Mr. Robertson stated that we would review the proposal and respond to Mr. Roberts’ concern. | As explained by letter dated January 17, 2013 and in person, Patriot’s proposal does not contemplate the elimination of successorship. While technically the elimination of a contract at a closed operation would eliminate successorship at that property, successorship as provided for in Article I is preserved for all other operations. To the extent the proposal permits contracting out at “closed” operations, it is intended to do so only with respect to work associated with closing and reclamation (for example, rough grading, removing of belt and infrastructure etc.), including long term reclamation and ground control maintenance and obligations (such as control of drainage, road maintenance, and vegetation growth) at operations that are legitimately closed, not temporarily idled. These requirements often extend years past primary mine closure and rough grading. Complete |

1/30/13 Status Report in Response to UMW A Oral Information Requests Dated 1/18/13

| UMWA Request: | Status: |
|---|---|
| | |
| 5. Mr. Sanson inquired if Patriot has received any proposals to dismantle the shovel at Hobet. He clarified that he is not referring to the dragline. | We have received no proposals to dismantle the shovel at Hobet. Complete |
| | Posted item 1.2.28.1 to the data room on 1/29/13 Complete |

1/30/13 Status Report in Response to UMW A Oral Information Requests Dated 1/18/13

| UMWA Request: | Status: |
|--|---|
| | |
| <p>7. Mr. Sanson inquired if Patriot has a permit for a “North Run” mine. He does not believe it is North Rum, which is affiliated with the Logan County complex.</p> | <p>Neither Patriot nor any of its affiliates have a permit for a “North Run” mine; however, the Guyan mine operates on a “North Rum” permit.</p> <p>Complete</p> |
| <p>8. Mr. Sanson inquired if Peabody has any ownership interest in a surface mine that produces coal through the Rocklick complex. Mr. Sanson requested the following information:</p> <ul style="list-style-type: none"> a) The termination date of the Peabody contract; b) The identity of the customer; c) The identity of the operator d) The percentage of Peabody ownership in the operation; and e) The scope of Patriot’s affiliation, if any. | <p>To clarify, we do not believe that there is a Peabody connection to a coal loading agreement at Rocklick complex; the loading agreement is serviced from the Wells complex, and the mine sourcing the coal is located near the Wells complex. The related contracts setting forth terms for the coal loading, coal processing and haul road use are items 1.3.5.1-2 and 1.3.5.5-8, and have been in the data room since it was made available. We cannot confirm with certainty the ownership or</p> |

1/30/13 Status Report in Response to UMW A Oral Information Requests Dated 1/18/13

Pg 7 of 9

| UMWA Request: | Status: |
|--|--|
| | <p>control of the related surface mining operation, but we can verify that the coal sales and shipment coordination activities are being handled by Peabody subsidiary personnel pursuant to the referenced coal loading contract.</p> <p>Complete</p> |
| <p>9. Mr. Sanson requested a breakdown of coal supply agreements between Patriot affiliates and Peabody affiliates that supply coal through Patriot loading facilities, including an explanation of the nature of the contract and the identity of the customers served by the Peabody affiliates.</p> | <p>See items 1.3.5.1 and 1.3.5.3, which have been in the data room since it was made available.</p> <p>Complete</p> |
| <p>10. Mr. Sanson requested information about any other equipment leasing agreements with Peabody that are not already produced in the data room.</p> | <p>There are no equipment lease agreements with Peabody affiliates at this time.</p> <p>Complete</p> |
| <p>11. Mr. Sanson inquired whether the proposed Buck Fork mine lies within the previously drawn map of the Hill Fork surface mine.</p> | <p>Buck Fork does not lie within the previously drawn map of Hill Fork. It is located on a separate permit.</p> <p>Complete</p> |

1/30/13 Status Report in Response to UMWA Oral Information Requests Dated 1/18/13

| UMWA Request: | Status: |
|---|---|
| <p>12. Mr. Sanson requested a list showing all equipment moves between mines during the period 2007 through 2012. Specifically, he requested the following information:</p> <ul style="list-style-type: none"> a) The identity of the mine from which the equipment originated and the mine that it was delivered; b) State whether the equipment was moved from a UMWA mine to a non-UMWA mine and vice versa, c) Identify any equipment moves from Patriot-affiliated operations to joint venture operations and vice versa. | <p>Posted item 1.2.28.2 to the data room on 1/29/13 with information for 2010-2012; 2007-2009 information was maintained in different fixed asset systems for both Patriot and Magnum assets, and not readily available</p> <p>Complete</p> |
| <p>13. Mr. Sanson inquired if the Huff Creek mine will be operated by Eastern or another operator.</p> | <p>Eastern applied for the Huff Creek permit, but the permit has not been issued; no final decision has been made regarding the operator at this time.</p> <p>Complete</p> |

1/30/13 Status Report in Response to UMWA Oral Information Requests Dated 1/18/13

| UMWA Request: | Status: |
|---|--|
| 14. Mr. Sanson stated that he previously requested utilization data from 2007, but believes that he has only received information back to 2009 or 2010. | <p>The UMWA's request sought data going back to 2007. We have provided data from 2009 to the present. We do not have the data for the Magnum population prior to 2009 in our system or available from our vendors. Additionally, the data that is available from that period was maintained by the previous PBM (Rx Solutions) in a manner that does not allow us to extract it with confidence. The data from the period prior to 2009 can therefore not be relied upon. The unavailability of this data prior to 2009 was partially addressed in the notes at the bottom of the utilization reports.</p> <p>Complete</p> |

EXHIBIT 55

2/27/13 Status Report in Response to UMWA/PwC Information Requests

| UMWA Request: | Status: |
|---|---|
| <p>1. The UMWA requested documents relating to disputes with Peabody on retiree medical obligations (1/8/2013)</p> <p><u>Related:</u></p> <p>Documents relating to retirees that the Union believes are Peabody's responsibility (1/31/13)</p> <p><u>Related:</u></p> <p>UMWA requested confirmation when the search for documents concerning which retirees Peabody has assumed responsibility for is complete and all responsive documents have been produced. (2/5/13)</p> | <p>Certain documents were posted to the data room, including 1.3.2.5 and 1.3.2.6 on 12/21/12, 1.3.6.27 on 11/30/12, and 1.3.6.28 on 12/10/12. As noted in the 2/14/13 updates for requests of 1/8/13 (item 2) and 1/31/13 (item 8), additional responsive documents have been posted as 1.3.2.7-1.3.2.61 on 2/7/13 and 1.3.2.62-1.3.2.74 on 2/21/13.</p> <p>The review for these documents is complete.</p> |
| <p>2. Additional information regarding retiree medical costs and prescription drug formulary (1/8/13).</p> <p><u>Related:</u></p> <p>A written request from Mr. Sanson, expanding on requests made orally at the 1/8/13 session, seeking retiree medical and prescription drug utilization data; approximately 100 items were on the request list (1/15/13)</p> <p><u>Related:</u></p> <p>Additional medical claims information from CareMark (1/31/13)</p> | <p>We have posted items 1.2.26.2-1.2.26.5, 1.2.29.4-1.2.29.6, and 1.4.9.1-1.4.9.17 on a rolling basis from 1/17/13 through 2/21/13, which have included frequent status updates of the information provided to enable tracking against Mr. Sanson's 1/15/13 email list.</p> <p>This request requires confidential information from CareMark, a third-party provider. We worked with CareMark to obtain its agreement to release to the company and the UMWA a substantial portion of the confidential information following the execution of acceptable confidentiality agreements. Data received to date from CareMark has been posted as 1.4.9.16. CareMark has agreed to provide additional information upon execution of a confidentiality agreement provided to the UMWA on February 14, 2013. However, some of the requested confidential</p> |

2/27/13 Status Report in Response to UMWA/PwC Information Requests

| UMWA Request: | Status: |
|---|--|
| | <p>information will not be released by CareMark, irrespective of the confidentiality agreements.</p> <p>Complete pending UMWA's execution and delivery of CareMark Confidentiality Agreement</p> |
| <p>3. The preferred pharmacy network information for the non-UMWA population and the medical utilization data for the active employees of the non-UMWA population. (2/5/13)</p> | <p>We have posted items 1.2.31.1-1.2.31.4 on 2/12/13, 1.2.26.5 and 1.2.31.5 on 2/13/13, and 1.2.31.6 on 2/21/13.</p> <p>As noted in the 2/14/13 updates for requests of 1/8/13 (item 3) and 1/31/13 (item 3), this request also requires confidential information from CareMark, a third-party provider. We worked with CareMark to obtain its agreement to release to the company and the UMWA a substantial portion of the confidential information following the execution of acceptable confidentiality agreements. Data received to date from CareMark has been posted as 1.4.9.16. However, some of the requested confidential information will not be released by CareMark, irrespective of the confidentiality agreements.</p> <p>Complete pending UMWA's execution and delivery of CareMark Confidentiality Agreement</p> |
| <p>4. Information concerning Patriot's current PPL discounts on average wholesale prices and average manufacturing prices. (2/5/13)</p> | <p>Caremark will not release Participating Provider List (PPL) discounts on average wholesale prices and average manufacturing prices. This information is considered proprietary and will not be provided to Patriot even pursuant to a confidentiality agreement.</p> <p>Complete</p> |

2/27/13 Status Report in Response to UMWA/PwC Information Requests

| UMWA Request: | Status: |
|---|--|
| 5. PwC requested updated mine-level income statement data through November 2012. (1/24/13) | Posted 1.2.27.1 on 1/26/13. Posted update as item 1.2.33 on 2/20/13 to provide results for all mines for 2010, 2011, and by month through December 2012 in response to PwC email of 2/18/13. Complete |
| 6. E-mail from Patriot authorizing PwC to provide a copy of the 2/15/13 presentation to the UCC advisors. (2/15/13) | Authorization provided on 2/15/13 via email by Mr. Huffard (Blackstone). Complete |
| 7. Mine plan analysis for Federal No. 2 with an anticipated 7-day work schedule. (2/15/13) | Analysis provided on 2/15/13 via email by Mr. Lucha, and subsequently posted in the data room as 1.2.34.1. Complete |
| 8. Mr. Lucha offered to set up a call between the UMWA and Federal No. 2 management, and a call between Mr. Sanson and Hobet management, to discuss mine plan information. (2/15/13) | Conference call was held with the UMWA, PwC, and Patriot personnel on 2/22/13. Potential dates for a call on Hobet were provided on 2/16/13 via email by Mr. Lucha. |
| 9. Updated Pine Ridge cost information in light of a cessation of extended healthcare benefits to former Big Mountain employees in February 2013. (2/19/13) | The extended healthcare coverage for Pine Ridge employees was calculated through February 2013 in the cost information that has been provided. Complete |
| 10. Mr. Sanson inquired whether the healthcare coverage rates contained on a document entitled "Patriot Coal Projected 2013 Rates Reflecting Plan Design Change" reflects the proposed healthcare plan changes. (2/19/13) | The healthcare coverage rates reflect the proposed changes to the healthcare plan. Complete |

2/27/13 Status Report in Response to UMWA/PwC Information Requests

| UMWA Request: | Status: |
|---|---|
| 11. Identify the assumptions referred to in Mr. Hatfield's 2/19/13 correspondence concerning the Third Revised Proposal as "unrealistic." (2/19/13) | Blackstone will address this issue at the March 4, 2013 meeting between Patriot and the UMWA. |
| 12. Additional detail on monetizing the UMWA's claim in a short period of time. (2/19/13) | Blackstone will address this issue at the March 4, 2013 meeting between Patriot and the UMWA. |
| 13. A redline version of Patriot's proposal that sets forth the revisions from Patriot's November 15, 2012 proposal, highlighting the changes from the January 8, 2013 proposal and February 19, 2013 proposal in different colors. (2/19/13) | We will provide a redline setting forth the differences between the November 15, 2012 and February 19, 2013 proposals. The January 8, 2013 proposal was structured as an amendment to the November 15, 2012 proposal and is therefore not amenable to being redlined. |
| 14. Detail on the amount of money expected to be generated by Patriot's VEBA funding proposal. (2/19/13) | Blackstone will address this issue at the March 4, 2013 meeting between Patriot and the UMWA. |
| 15. Additional information on the profit-sharing component of the VEBA funding proposal, in light of the Company's current liquidity obligations. (2/19/13) | Blackstone will address this issue at the March 4, 2013 meeting between Patriot and the UMWA. |
| 16. Hypothetical scenarios of the profit-sharing contribution to the VEBA under various coal price forecasts. (2/19/13) | Blackstone will address this issue at the March 4, 2013 meeting between Patriot and the UMWA. |
| 17. Operational questions relating to Hobet (2/21/13): <ol style="list-style-type: none"> 1) An updated production breakdown by mine and customers who receive coal from each Patriot-affiliated operation. 2) Explain why coal production has slowed at Hobet since filing the bankruptcy petition. | <ol style="list-style-type: none"> 1) Documents responsive to this request have been posted at 1.2.12.5, 1.1.11.4. and 1.2.25.4 2) Hobet uses a dragline and shovel in conjunction with various other equipment (loaders, dozers, etc.) to remove overburden from coal. Actual coal extraction is typically accomplished by using front end loaders to load the coal into |

2/27/13 Status Report in Response to UMWA/PwC Information Requests

| UMWA Request: | Status: |
|---|--|
| <p>3) A list of customers whose orders were filled by Hobet during each month of 2012 to date.</p> <p>4) Identify whether Hobet is experiencing any geological problems that that are slowing the mining process.</p> <ul style="list-style-type: none"> a. Provide the date that the company became aware of adverse conditions. b. Provide a list of contracts that have been sent to other operations for filling. Please identify the coal source by mine and operator for each of these orders deferred from Hobet. c. Please provide any alternative mining plans that have been discussed. (such as the Camp Creek South.) d. When does the company expect to work through any adverse mining conditions that currently exist? e. What year does Patriot plan to open underground operations in or around the Hobet property? <p>5) Any additional cost breakdown that the Hobet operation has incurred since filing for bankruptcy protection. The UMWA has been informed that the company has moved to a new corporate purchasing mechanism that increased the cost at Hobet by</p> <ul style="list-style-type: none"> a) Reason for change. b) Date of change. c) Name of new vendor d) Name of previous vendor e) Management's recorded cost increase for the Hobet operation. <p>6) Provide a breakdown of how an enhanced production schedule will adversely affect the company.</p> | <p>trucks. There are numerous factors that affect the rate of overburden and coal removal, but the most important of these is the stripping ratio. The stripping ratio represents the number of bank cubic yards that must be moved to uncover one ton of coal, and is generally a fixed feature for the seam being mined. For the first six months of 2012 (January-June), Hobet moved 20.63 million yards to uncover 1.38 million tons of coal for a stripping ratio of 14.9:1. In the last six months of 2012 (July-December), Hobet removed 19.10 million yards of overburden to uncover 1.12 million tons of coal, for a stripping ratio of 16.95:1. After accounting for a difference in work days in the first six months to the last six months (10 more work days in the first six months), there is essentially no difference in daily yards moved before and after the reorganization filing and the drop in tonnage is a function of stripping ratio, i.e., more rock must be moved to uncover a ton of coal. Year to date in 2013 production has been slowed by long uphill hauls from the pre-stripping spreads which results from lack of permitted valley fills in the current work area. Production has also been slowed year to date by high absenteeism. Through 2/24 a total of 429 personal and sick leave days have been used, representing 25% of all available PSL days for the year.</p> <p>3) In progress.</p> |

2/27/13 Status Report in Response to UMWA/PwC Information Requests

| UMWA Request: | Status: |
|---|--|
| <p>a) Provide an alternate assumption using the union’s latest 1113 proposal and assume the company may stop production at any time to perform repair and maintenance, reclamation, stream mitigation, drilling, surface clearing or other pre and post mining requirements.</p> <p>7) Employees at the operation have complained to the union of very little oversight by management and a lack of emphasis on production and other profit driven practices that management has been instructed to no longer engage in.</p> <p>a) Please provide any memos to the company’s mine managers or bosses from 2012 to date.</p> <p>b) Internal production reports from 2012 to date</p> <p>c) Management records of information such as:</p> <ul style="list-style-type: none"> i. How many haulage loads each rock truck driver gets per shift. ii. How many buckets of overburden does the dragline remove per shift. iii. How the drilling progress is monitored. Please provide results of monitoring system. iv. How the clearing progress is monitored. Please provide results of monitoring system. v. How environmental progress is monitored. (stream mitigation and court compliance). vi. How reclamation is monitored. Please provide results of monitoring system. vii. How prep plant efficiency is monitored. Please provide results of monitoring system. viii. How blasting progress is monitored. Please provide results of monitoring system. <p>8) In the company’s 1113 proposals it has requested flexible scheduling and the use</p> | <p>4) In progress</p> <p>5) We believe that the UMWA’s information is inaccurate concerning a cost increase. Please clarify with additional information about a specific vendor or product.</p> <p>6) Responsive documents have been produced in the data room at 1.2.37.1 - 1.2.37.3, and 1.2.36.1 - 1.2.36.2 on 2/27/13.</p> <p>a) We do not understand this request. Please clarify.</p> <p>7) Hobet denies that it has instructed its management personnel to no longer engage in profit-driven practices or to reduce emphasis on production or profit-driven practices at the mine.</p> <p>a) We believe this request is overbroad. Please clarify as to the requested subject matter.</p> <p>b) Production reports will be produced.</p> <p>c) We are compiling this information and will provide copies when it becomes available.</p> <p>8)</p> |

2/27/13 Status Report in Response to UMWA/PwC Information Requests

| UMWA Request: | Status: |
|--|--|
| <p>of contractors to ensure production is not slowed by repair and maintenance and other issues that may arise. However, the company is unable to fill its current orders and has notified the union of a need to have a layoff-realignment. Please explain how the company's 1113 proposals are in line with Hobet's mining plan.</p> <p>9) If the employer is unable to fill orders at Hobet due to adverse conditions why does the company not utilize the Hill Fork operation to supplement its contractual shortages?</p> <p>10) How many additional employees does Hobet assume would be required for seven day production? Please provide hourly and salary breakdown.</p> <p>11) How does seven day production differ from Patriot's bank plan in regard to productivity per worker hour?</p> <p style="padding-left: 20px;">a) What is Hobet's current production per employee hour?</p> <p style="padding-left: 20px;">b) What assumptions does Hobet management make based on seven day production in 2013, 2014, 2015 and 2016 for productivity per employee per hour?</p> <p>12) Please provide all calculations used in providing the numbers used in Patriot's response to the UMWA regarding additional production at Hobet.</p> | <p style="text-align: right;">The Company's recent challenges have been orders at pricing that exceeds costs. Therefore, the Company's 1113 proposal sets forth cost reductions to permit the Company to sell coal in the current market.</p> <p>9) As set forth in response to the previous item, Hobet is not experiencing an inability to fill orders. Hill Fork coal possesses lower quality characteristics, which makes it more difficult to sell in the current market.</p> <p>10) Responsive documents have been produced in the data room at 1.2.37.1 - 1.2.37.3, and 1.2.36.1 - 1.2.36.2 on 2/27/13.</p> <p>11) Responsive documents have been produced in the data room at 1.2.37.1 - 1.2.37.3, and 1.2.36.1 - 1.2.36.2 on 2/27/13.</p> <p>12) See document 1.2.30 and documents 1.2.37.1 - 1.2.37.3, and 1.2.36.1 - 1.2.36.2, which were produced on 2/27/13.</p> <p>In progress</p> |
| <p>18. Items relating to the 7-day per week production schedule at the Federal No. 2 mine (2/22/2013):</p> <p style="padding-left: 20px;">a) Provide an employment chart for the mine using the October bank plan forecast and the proposed 7-day workweek proposal, broken down by job title and shift.</p> | <p>Responsive documentation has been produced in the data room at 1.2.34.1 on 2/26/13.</p> <p>Complete</p> |

2/27/13 Status Report in Response to UMWA/PwC Information Requests

| UMWA Request: | Status: |
|---|----------------|
| <p>b) Provide a copy of the mine plan developed for a seven day workweek analysis, including tons produced and costs of production</p> <p>c) Identify whether the 7-day production schedule contemplates the wage freeze set forth in Patriot's 1113 proposal.</p> <p>d) Explain how joint facility costs are split between G&A and preparation costs.</p> <p>e) Provide the cost of fringe benefits provided to the hourly and salaried employees.</p> <p>f) Provide an explanation of the material and supply costs under the bank plan forecast and the 7-day production forecast.</p> | |

2/xx/13 Status Report in Response to UMW/PwC Information Requests

| PwC Request: | Status: |
|--|---|
| <p>1. A final version of the medical plan document posted at 1.4.2.5 (believed to be the plan covering the Peabody 12); a list of names, dates of employment and last position held for all employees currently receiving benefits under that plan (we were told at the table it is approximately 12 former Peabody employees); the total annual cost to Patriot of providing benefits under this plan from 2007 through present; any post-petition correspondence to employees covered by this plan about their coverage; any and all judgments, orders, opinions, arbitration awards or settlement documents concerning the provision of medical benefits under this plan. (2/14/13)</p> | <p>Posted items 1.2.32.2, 1.2.32.3, and 1.2.32.4 on 2/20/13.</p> <p>Patriot is not in possession of any judgments, orders, opinions, arbitration awards or settlement documents concerning the provision of medical benefits under this plan.</p> <p>Complete</p> |
| <p>2. Mine level prices and production for 2011 and 2012 including (originating mine, type of coal, quality adjustments, heat content, sulfur content, ash content). (2/14/13)</p> | <p>In a discussion during the meeting on 2/15/13, Mr. Roberts agreed, as request items 2 and 3 overlap, that responding to item 3 is sufficient.</p> <p>Complete</p> |
| <p>3. Sales data for 2011 and 2012 including: (2/14/13)</p> <ul style="list-style-type: none"> a. type of coal b. originating mine c. FOB price d. quality adjustment e. heat content f. sulphur content g. ash content h. end/customer market (i.e. utility plants, steel production, export etc.) | <p>Posted item 1.2.32.1 on 2/19/13.</p> <p>Complete</p> |
| <p>4. Actual / planned raw and clean tons produced by mine for 2011-2016. (2/22/13)</p> | <p>Posted item 1.2.35 on 2/25/13</p> <p>Complete</p> |

EXHIBIT 56

FAX



Name: Ben Hatfield, CEO
Patriot Coal

Fax: 304-380-0384

Date: January 30, 2013

Pages: 4, including cover page

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United Mine Workers of America
18354 Quantico Gateway Drive, Suite 200
Triangle, VA 22172
703-291-2420
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United Mine Workers of America

CECIL E. ROBERTS
INTERNATIONAL PRESIDENT



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UNITED MINE WORKERS' HEADQUARTERS
16354 QUANTICO GATEWAY DRIVE, SUITE 200

Triangle, VA

22172-1779

January 30, 2013

Mr. Bennett K. Hatfield
President and Chief Executive Officer
Patriot Coal
12312 Olive Boulevard, Suite 400
St. Louis, MO 63141

Dear Mr. Hatfield:

In anticipation of our next meeting tomorrow, I write to address certain subjects raised in prior correspondence and discussed at recent meetings.

1. UMWA Proposal for Increased Production Through Scheduling Flexibility

The UMWA proposed a major concession in its January 8 counterproposal to give Patriot the flexibility to increase coal production and thereby revenues. Companies signatory to our NBCWA agreement have pressed for such flexibility for thirty years. We hope you will acknowledge the value of this offer and reconsider the pessimistic outlook of your January 17 letter in light of the improving economy and anticipated increase in global demand for coal.

2. Dynamic Business Plan Model

Our consultants discovered on January 24, 2013 at a visit to your corporate headquarters in St. Louis that Patriot has made the unusual decision not to utilize a dynamic model for modeling of your business plan, proposals, pricing forecasts, and production forecasts. Instead, your Company has built a piecemeal model that is essentially an aggregate of several sources of information and analyses. As has been explained to our advisors, much of this information comes from your Hyperion accounting system. The Hyperion data is in various forms, with some values manually entered based on supporting analyses and calculations created using external spreadsheets. The static model built on the Hyperion system does not have the capability to run complete, accurate scenarios without having to rely on manual adjustments and

updates. For example, the model cannot make basic adjustments such as modifying working capital assumptions.

The absence of a dynamic model severely hampers our analysts' ability to evaluate your business plan and your proposals and to formulate our own counterproposals. It has already delayed our receipt of requested sensitivity scenarios. For these reasons, we need direct access to your Hyperion accounting system to run our own scenarios and to test yours. We have accepted your offer to provide our analysts access to your Hyperion system at your St. Louis office, but we are concerned that this arrangement will ultimately be inadequate. It also deprives our professionals of the ability to work in a confidential setting.

3. DIP Financing

4. Peabody Obligation for Retiree Healthcare

You continue to propose essentially to eliminate retiree healthcare for all Patriot retirees, including those whose healthcare expenses were assumed and are presently paid by Peabody Energy. We are disappointed by this decision as well as your acquiescence to Peabody's efforts to shed its obligations.

5. Outstanding Requests for Information

We await a complete response to our request for medical utilization data, which is necessary to the analysis of our proposal you have requested from us and further discussion on the important subject of medical costs savings. We have some but not all responsive documents, as reflected in the status reports you have posted in the data room.

In addition, we have requested but not yet received documents and information about the Peabody affiliated entity that supplies coal to your Wells prep plant, and additional information about your Hill Fork and Buck Fork surface operations.

As you know, we have requested internal documents and external correspondence with Peabody regarding the creation and administration of the liability assumption agreements described above and their attachments. Your letter of December 28, 2012 references documents posted in the data room responsive to this request, but these do not appear to be a complete set of documents addressing creation of the agreements and attachments, allocation of retirees, Peabody's discontinuance of payment for certain retirees and the other matters discussed on our January 25 teleconference.

I anticipate we will be able to make progress on these and other issues at our upcoming meetings and look forward to speaking with you.

Sincerely,

A handwritten signature in black ink that reads "Cecil E. Roberts". The signature is written in a cursive, slightly slanted style.

Cecil E. Roberts

EXHIBIT 57

From: Mazzotti, Joseph <jmazzotti@alixpartners.com>
Sent: Monday, February 04, 2013 10:06 PM
To: adam.rosen@us.pwc.com
Cc: 'Art Traynor'; 'Hatfield, Ben'; bruce.m.buchanan@us.pwc.com; 'Buschmann, Mark'; 'Lucha, Dale'; 'Hartsog, Kent'; Moskowitz, Elliot; 'Grant Crandall'; 'Huffard, Flip'; 'Bean, Joe'; 'Lusheski, Jack'; 'Judy Rivlin'; Huebner, Marshall S.; Gehring, Andrew S.; 'Luna, Michael'; perry.mandarino@us.pwc.com; fp@previant.com; Waller, Eric; Hiltz, Ken
Subject: Status Update of UMWA Oral Data Requests from 1/31/13 Meeting
Attachments: 2-4-13 Status Report in Response to UMWA oral data requests of 1-31-13.pdf

Adam,

Attached is a status update for items requested orally at the 1/31/13 meeting between the UMWA and the company. Please let us know if you have any questions.

Regards,

Joe Mazzotti

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2/4/13 Status Report in Response to UMWA Oral Information Requests Dated 1/31/13

| UMWA Request: | Status: |
|--|--|
| 1. Additional medical claims history information from CareMark. | In progress; working to resolve CareMark confidentiality concerns |
| 2. Complete medical claims data for Patriot beneficiaries, including Magnum employees, for 2009. | In progress; anticipated completion on 2/5/13 |
| 3. Medical claims data for 2007-2008 for Patriot beneficiaries, excluding Magnum employees. | In progress; anticipated completion on 2/5/13 |
| 4. Final business plan capital expenditure numbers for 2012 and latest, revised 2013 capital expenditure plan. | Posted items 1.2.29.1 and 1.2.29.2 to the data room on 2/4/13 Complete |
| 5. Mr. Sanson's various questions regarding the Company's capital expenditures. | Posted item 1.2.29.3 to the data room on 2/4/13 Complete |
| 6. Amount of the tonnage (a) sold to Peabody through coal supply agreements; and (b) loaded for Peabody at Wells annually? | Pursuant to the transloading agreement at the Wells Complex for Peabody's Cook Mountain operation, Patriot affiliates loaded 800,326.32 tons in 2012, and 900,645.99 tons in 2011. |

2/4/13 Status Report in Response to UMWA Oral Information Requests Dated 1/31/13

| UMWA Request: | Status: |
|---|---|
| | Complete |
| 7. Questions regarding coal reserves at Buck Fork and Hill Fork. | <p>The Hill Fork operation is currently idled due to market conditions. Therefore, there are no firm plans for the Hill Fork or Buck Fork mines until market conditions improve</p> <p>Complete</p> |
| 8. Documents relating to retirees that the Union believes are Peabody's responsibility. | <p>Certain documents have been posted to the data room [see 1.3.2.5, 1.3.2.6, 1.3.6.27, and 1.3.6.28]. The Company continues to search for additional responsive documents.</p> <p>In progress</p> |

EXHIBIT 58

UMWA Second Set of Counterproposals -- February 5, 2013

The UMWA presents the following Counterproposals for an agreement enabling Patriot Coal Corp. and its subsidiaries to successfully reorganize and emerge from bankruptcy in a manner that honors the commitments the company and its predecessors have repeatedly made to active and retired employees over the course of a longstanding collective bargaining relationship:

I. Nature of Counterproposals and Requirements for Agreement

A. Entirety. All Counterproposals from the UMWA are presented as part of an entire package and can be accepted or rejected only as such. Rejection of the proposals in whole or part shall constitute a withdrawal of the entire set of proposals such that they cannot later be accepted.

B. Meaning of "Patriot." "Patriot" shall mean the signatory Patriot Coal Corp. and its 98 subsidiaries included in this bankruptcy. In the past, Patriot has always administered and otherwise treated its UMWA retiree healthcare liabilities as a corporate-wide responsibility. As part of this Agreement you agree that these liabilities are and will continue to be treated as a corporate-wide responsibility.

C. No Impairment of the NBCWA. Except where otherwise noted, all terms and conditions of the NBCWA and other labor agreements to which Patriot is signatory shall continue to apply. In addition, all prior practices and customs, local, district and international agreements remain in effect, except to the extent they are specifically superseded by explicit language herein.

D. Modification of the Counterproposals. The UMWA has the unqualified right to modify these and any additional proposals at any time.

E. Valuation. All dollar figures associated with Counterproposals set forth herein are preliminary estimates of their monetary value intended to convey the magnitude of each proposal and should not be considered or relied upon as precise or final. Such figures will be updated as the parties progress through an ongoing process of information exchange and professional analysis.

F. Agreement for Exit from Bankruptcy. "Agreement" herein means an agreement resulting from the acceptance and subsequent approval and ratification of these Counterproposals. Any Agreement shall be subject to the following conditions subsequent. Any Agreement shall terminate and cease to be effective if Patriot seeks and fails to obtain court approval of the Agreement, or if no Plan of Reorganization of which the UMWA is a co-proponent, is confirmed in the jointly administered matters in Cases Nos. 4:12-bk-51502 et seq. pending in the United States Bankruptcy Court, Eastern District of Missouri. Such reorganization plan must be acceptable to the UMWA or the Agreement will terminate upon the confirmation of an unacceptable plan or the failure to confirm any plan. In the event the Agreement terminates because of any condition in this paragraph, the pre-existing NBCWA or other labor agreement in

effect prior to the ratification of this Agreement shall continue in full force and in effect. The parties further agree that they will mutually work to achieve the exit of Patriot from bankruptcy on or before June 30, 2012.

G. Equality of Sacrifice.

1. No Bonuses. During any period while any concession contained in the Counterproposal is in effect, including any period subsequent to the expiration of the collective bargaining agreements where these Counterproposals establish a status quo under the National Labor Relations Act, no employee of any other bargaining unit, no other employee not included in a bargaining unit, no supervisory or managerial employee or executive, and no person the equivalent of an employee however denominated (for example, as an "independent contractor," "consultant" or otherwise), or any of them singly or in groups, shall receive any (a) increase in compensation; (b) enhancement or other bonus; (c) increase in beneficial interest; (d) increase or enhancement to retirement, health care or other benefits of employment; or (e) any other emolument or incentive of any kind. This paragraph shall not apply to wage adjustments necessary to bring any Patriot entity into compliance with federal or state law with respect to the minimum legal compensation to any employee. This paragraph shall apply to all bonuses regardless whether such bonuses are deemed to be part of the normal compensation of any person. In the event a person covered in this paragraph receives a bona fide job offer that includes an increase forbidden by this paragraph, and Patriot desires to match the offer or to increase compensation as an inducement to prevent the resignation of said person, Patriot may request the consent of the UMWA, which will not unreasonably be withheld. Disputes concerning the preceding sentence are subject exclusively to the grievance and arbitration provisions of the parties' collective bargaining agreements. Patriot will not implement any increase or other enhancement forbidden by this paragraph pending such arbitration. This paragraph will cease to apply if the concessions contained in these Counterproposals are restored in full to all affected members of the respective bargaining units represented by the UMWA.

2. Equitable Return of Concessions. Paragraph I.G.1, above, shall also apply fully to return of concessions (that is, Patriot will not return concessions made by any other person or group to that person or group during any period while the concessions in these Counterproposals remain in effect or establish the status quo post expiration of the collective bargaining agreements).

3. Prevention of Subterfuge. For a period of three years subsequent to the expiration of concessions in these Counterproposals, Patriot will not grant any increase, enhancement, benefit or return that would have been forbidden by paragraphs I.G.1 or I.G.2 to any person or group without extending a like increase, enhancement, benefit or return to affected members of the UMWA. The purpose of this paragraph is to prevent Patriot from returning concessions or making up the losses incurred as a result of concessions to other groups after the technical expiration of the concessions, thereby achieving the result that members of the UMWA share a disproportionate burden of the sacrifice necessary to reorganize the debtor.

4. Construction. The parties agree that the foregoing paragraphs will be construed to ensure that the UMWA does not in any circumstance share a disproportionate burden in the sacrifices made to reorganize the debtor.

5. Remedies. In the event this section is violated in any way, the full unreduced terms and conditions of the collective bargaining agreement shall be restored to every affected member retroactively to the date of the violation; or in the case of a breach of I.G.1 or I.G.2, in the same proportion as other persons or groups have benefitted, whichever is greater.

6. Commitment. Patriot is committed to the principle that all employee and retiree groups, as well as all creditors and other parties in interest should sacrifice equally in achieving cost savings and increased revenues necessary to allow Patriot to restructure and exit from bankruptcy. Patriot therefore will make a good faith effort to seek concessions comparable in degree to those contained in this Agreement from all such entities.

II. Snap-Back.

A. Necessary Relief Is Temporary. The parties recognize that modifications to the collective bargaining agreements and retiree medical care obligations made pursuant to an Agreement between the parties are intended to restore Patriot to performance that will no longer necessitate or justify continued wage reductions or changes to working conditions, and that none of the concessions herein are intended as permanent changes to the collective bargaining agreements. They therefore agree that the wages, working conditions and benefits of members of the UMWA reduced herein shall “snap-back” to the full terms and conditions of the then-current collective bargaining agreements (or terms and conditions of employment) as described below in this section:

1. Automatic Snap-Back. Notwithstanding anything else herein, the parties agree that the wages and working conditions of members of the UMWA reduced herein shall "snap-back" to the full terms and conditions of the then-current collective bargaining agreements on December 1, 2016, unless all wages and working conditions have already fully snapped-back in accordance with II.A.3.

2. Automatic Snap-Back Not Subject to Dispute. The parties agree that the return or cancellation of concessions no later than December 1, 2016 shall not be subject to arbitration.

3. Equitable Snap-Back. In addition to the foregoing automatic snap-back provisions, once per calendar year, the UMWA, if it deems that circumstances have changed sufficiently to warrant an adjustment of concessions on an equitable basis, shall have the right to demand arbitration over the question whether all or a part of the concessions made in the Agreement should be altered in favor of the represented miners. Prior to invoking such right, the parties will meet to confer whether the concessions in the Agreement are still necessary and still fair and equitable. After such conference, the UMWA may withdraw the request and such matter shall

not constitute its annual right to proceed; in the alternative, the UMWA may choose to proceed to arbitration, in which case, it shall count as the annual use of the right to question the concessions on equitable grounds. This right shall not be used before January 1, 2014.

4. Disputes. Any dispute under this paragraph, whether over the Equitable Snap-Back or any other aspect of the operation of this section not specifically excluded from arbitration, shall be settled by reference of the question to a neutral mutually agreeable to the parties; or failing that, selected from the panel of District Arbitrators contained in the collective bargaining agreement. Patriot shall strike first; the parties shall alternate, and the UMWA shall select the arbitrator when only two remain.

5. Access to Financial Records. Beginning with the first quarter of 2014, Patriot shall submit a quarterly financial report to the UMWA, or more frequently if it supplies such a report to its lenders more frequently, which includes at least an income statement, balance sheet and statement of cash flow with accompanying notes. The UMWA reserves the right on an annual basis to examine the books of Patriot or utilize an independent auditor of its choice. In the event an independent auditing firm is utilized by UMWA, Patriot shall pay such independent auditor for such annual audit up to a maximum of fifty thousand dollars (\$50,000). Patriot will not change accounting assumptions or practices, except as required to conform to governmental regulation, generally accepted accounting practices or for legitimate business reasons; and in no event will such assumptions or practices be changed artificially to inflate or deflate the operating performance of the company. As a condition of being provided such reports, statements and audit, the UMWA (and any accountant or auditor engaged on its behalf) must agree to maintain the confidentiality of any Patriot financial statements and reports for the protection of Patriot, and to execute a reasonable confidentiality agreement if requested by Patriot in such form as is mutually agreeable, but such information will be usable by the UMWA in any dispute under this paragraph.

Patriot will provide each employee with an annual report including a basic profit and loss statement, indicating the overall results of the Patriot's operations, but such report will be limited to such information as is otherwise public.

III. Disputes Generally

A. Non-Recourse to Courts. No provision of an Agreement resulting from the acceptance of these Counterproposals shall be subject to an order of any court of the United States, and both parties expressly waive resort to any court or agency except to compel arbitration or to obtain compliance with the grievance-processing provisions of the NBCWA or other collective bargaining agreement, or as otherwise may be explicitly permitted by the NBCWA or other collective bargaining agreement. In consideration of the foregoing, Patriot forever waives recourse to Sections 1113 and 1114 of the United States Bankruptcy Code upon acceptance of the terms of these Counterproposals.

B. Disputes. All provisions of these Counterproposals are subject to the grievance procedures contained in the NBCWA or other collective bargaining agreement except that no provision of any Agreement resulting from acceptance of these Counterproposals shall be subject to the no-strike obligation in the NBCWA or other applicable collective bargaining agreement. The UMWA and local union parties hereto may resort to all lawful economic recourse to enforce any provisions herein notwithstanding anything else in these Counterproposals.

C. Bargaining for Successor Agreements. Nothing herein precludes either party from negotiation of any lawful terms for future collective bargaining agreements to commence on or after the expiration date of the current agreements.

IV. Primary Counterproposals

A. Wage Freeze. The UMWA proposes that its active members' wages remain frozen at their present rates until the company emerges from its temporary liquidity crisis and begins to generate revenues sufficient to trigger application of the snapback provision described above.

Preliminary estimates indicate this proposal, if implemented on April 1, 2013, should result in a cost savings of approximately \$700,000 in 2013, \$5,000,000 in 2014, \$8,000,000 in 2015 and \$10,700,000 in 2016.

B. Creation and Funding of a VEBA Trust Fund. The UMWA proposes the creation of a Voluntary Employee Beneficiary Association ("VEBA") Trust Fund, which would assume sole responsibility for providing healthcare benefit programs to Patriot's non-Coal Act UMWA represented retirees, surviving spouses and dependents, except those whose liabilities have been assumed by Peabody Energy, its affiliates or subsidiaries. The VEBA Trust Fund would be established and administered by the UMWA and funded by Patriot in accordance with the provisions below. Based on Patriot's financial projections, this proposal, if implemented, would result in estimated cost savings of approximately \$61,600,000 in 2013, \$125,400,000 in 2014, \$120,700,000 in 2015, and \$116,800,000 in 2016.

1. Initial Funding. Upon Patriot's emergence from bankruptcy, the VEBA Trust Fund will be funded with \$600,000,000 in cash proceeds from a rights offering of at least \$750,000,000 which shall be obtained from potential investors as referenced in your January 17th proposal; a \$400,000,000 secured note paying annual cash interest; and, the remaining balance of the UMWA's allowed unsecured claim in an amount and form of recovery to be determined by mutual agreement pursuant to a Plan of Reorganization that is acceptable to the UMWA.

2. Profit Sharing. Upon Patriot's emergence from bankruptcy, it will make an annual profit-sharing contribution to the VEBA in the form of an annual cash payment equal to 7.5% of EBITDA for each immediately preceding year, subject to a "collar" providing for a minimum and maximum contribution amount in accordance with the following table:

| | 2013 | 2014 | 2015 | 2016 |
|---------|--------------|--------------|--------------|--------------|
| Minimum | \$3,800,000 | \$7,500,000 | \$10,000,000 | \$15,000,000 |
| Maximum | \$10,000,000 | \$30,000,000 | \$40,000,000 | \$50,000,000 |

Definition and calculation of EBITDA will be determined based on subsequent discussions. The 2016 minimum and maximum profit sharing amounts would continue in subsequent years unless mutually amended by the UMWA and Patriot.

C. Scheduling Flexibility To Allow Increased Production. The UMWA makes the following proposals in this section to provide greater scheduling flexibility, enhanced production and increased revenues. These proposals, if implemented, are estimated to generate savings of approximately \$16,500,000 in 2013, \$48,800,000 in 2014, \$42,600,000 in 2015 and \$46,000,000 in 2016. These estimates do not include savings from our proposal to permit overtime after 40 hours, which we are still quantifying.

1. The UMWA proposes modification of Articles IV and VI, as necessary, to allow for implementation of work schedules resulting in significantly increased production (e.g. 7 day per week, 365 days per year, 10 hour shifts, etc.). We estimate this could result in approximately 60 extra production days per year at UMWA-represented operations, resulting in approximate increased incremental revenues as reflected in the following chart:

| <i>(amounts in thousands)</i> | 2013 | 2014 | 2015 | 2016 | Total |
|-------------------------------|-----------|-----------|-----------|-----------|-----------|
| Additional Tons Produced | 1,840 | 3,270 | 3,200 | 3,160 | 11,470 |
| Total Incremental Revenue | \$114,100 | \$216,900 | \$220,500 | \$226,500 | \$778,000 |
| Total Savings | \$11,600 | \$41,100 | \$34,800 | \$38,000 | \$125,500 |

2. **Wages and Hours.** The UMWA proposes modification of Article IV, as necessary, to provide that overtime shall not be paid until the employee works beyond 40 hours per week. This proviso shall not apply to Saturday work past 8 hours or any work on Sunday for which double time is required. This proviso shall not apply to holidays, which shall continue forward as set forth in the 2011 NBCWA. The UMWA proposes modification of Article IV and VI, as necessary, to allow 10 hour shifts.

3. **Starting Time.** The UMWA proposes modification of Article VIII, Section (e), as necessary, to allow employees to be changed out at the face and allow that other crews may be

changed out at other locations within the mine where the employer can demonstrate a substantial economic need for such change. This change is estimated to save \$2.3 million in 2013, \$2.5 million in 2014, \$2.6 million in 2015 and \$2.8 million in 2016.

4. Supervisors Performing Bargaining Unit Work. To permit a measure of flexibility until Patriot returns to viability, the UMWA proposes that Article IA, Section C, which limits supervisors from performing classified work, be temporarily modified, as necessary, to provide that supervisors may perform work of a classified nature as long as such work does not exceed one hour and is agreed to in advance by the local union. This change is estimated to save \$2.6 million in 2013, and \$5.2 million per year in 2014, 2015 and 2016.

D. Active Employee Medical Cost Savings. The following provisions in this section only modify benefits for active employees and are estimated to result in savings, if implemented, of approximately \$1,600,000 in 2013, and \$3,200,000 in each of the years 2014, 2015 and 2016.

1. The UMWA proposes implementation of a generic formulary, providing an exception in limited cases of medical necessity. Medical necessity shall require an additional \$10 surcharge on brand-name drugs not included in the formulary.

2. The UMWA proposes a mandatory mail order program for maintenance drugs and to impose a \$5 co-payment for each mail order refill. In the case of a beneficiary who fills a prescription for a maintenance drug at a retail pharmacy, the beneficiary shall pay, in addition to the normal co-payment, a surcharge of \$10 per prescription.

3. The UMWA proposes that co-payments and deductibles shall be temporarily increased to \$200 per visit for emergency room care.

4. The UMWA proposes that Patriot adopt the UMWA Funds durable equipment network.

5. The UMWA proposes that Patriot's health plan will be secondary to any plan sponsored by the employer of a spouse of an active employee ("beneficiary" for the purposes of this paragraph), so long as the beneficiary is eligible to receive coverage by that plan. Patriot shall reimburse the employee the premium costs of such coverage. Patriot will not be responsible for any benefits that a beneficiary could have received from his or her other employer's plan. Patriot shall remain responsible for the benefits of all current beneficiaries until they are eligible to receive benefits from the other employer's plan. Patriot shall remain responsible for reimbursement to the beneficiary of documented costs incurred by the beneficiary for benefits that are not covered under the new employer's plan but that are covered by Patriot's plan. No Patriot beneficiary shall be required to pay out of pocket in any calendar year more in premiums, deductibles, co-payments or other out of pocket costs than the beneficiary would have been required to pay had he or she been covered under the Patriot plan.

E. Work Opportunities. As admitted in Patriot's summary of its proposal and subsequently at the bargaining table, Patriot's proposal to limit application of the contract to the current geographic boundaries of the Apogee, Eastern, Heritage, Hobet and Highland operations, to eliminate the present successorship provisions of Article I, and to eliminate the Jobs MOU have no quantifiable economic value. Accordingly, we seek to retain this language. If bargaining unit employees are expected to shoulder significant reductions in their pay and benefits to help the company achieve successful reorganization, they should receive enhanced job security, not less. Accordingly, we propose enhancement of work jurisdiction and job security provisions for represented employees in exchange for any changes that would limit or reduce their current or future compensation.

Successorship and other work preservation language in Article I have long been an integral part of our standard coal industry wage agreements, and have been included in every National Bituminous Coal Wage Agreement for nearly 40 years; since 1974, when our membership engaged in lawful strikes to secure successorship language. Not only did Patriot recognize the value of retaining this language when it signed the Apogee, Eastern, Heritage, Hobet and Highland agreements, but Patriot's predecessor, Peabody and its related entities, signed contract after contract containing the successorship language, first as part of the BCOA multiemployer bargaining association (in 1974, 1978, 1981, 1984, 1988, 1993, 1998 and 2003), and then through independent me-too negotiations in 2007.

Keeping intact the experienced workforce that has allowed the unionized sites, such as Federal 2 and Hobet 21 to consistently outperform the nonunion operations such as Freedom and Patriot Surface Mine is critical to achievement of our shared goal of ensuring Patriot's profitability during and after the Chapter 11 bankruptcy. To ensure Patriot's long-term profitability, the UMWA proposes the following enhancements of work jurisdiction and job security for UMWA represented employees:

1. Patriot shall hire UMWA 5 out of 5 panel members for newly opened operations, whether contractor-operated or company-operated. This shall provide the employer with an experienced workforce and ensure full employment for laid off UMWA employees of the employer.

2. Patriot shall make every effort to supply employment to laid off UMWA employees at its current operations and operations run by another entity that Patriot has exercised economic control or influence over in the past or future.

3. Patriot shall hire 5 out of 5 UMWA employees for new operations and the UMWA will seek to negotiate collective bargaining agreements built upon a framework of "Gateway" concepts at new operations.

4. Patriot shall avoid the use of joint ventures in the future. If Patriot enters into a joint venture then Patriot shall hire 5 out of 5 panel employees to fill such jobs. Regardless of their

percentage of ownership, Patriot shall notify and secure agreements related to these hiring provisions from any potential joint venture business partners before entering into any agreements.

F. Litigation Trust. On the date an Agreement is executed, a Litigation Trust will be established (the "Litigation Trust") to pursue any and all causes of action for, or on behalf of Patriot. The trust shall be funded by a contribution of \$15 million to be made upon the Patriot's emergence from bankruptcy. All rights to commence and pursue, as appropriate, any and all claims and causes of action for, or on behalf of Patriot, whether arising before or after the Petition Date shall vest in a Litigation Trust and be pursued by the Litigation Trustee. In addition, any and all causes of action in which Patriot is a plaintiff commenced on or before the date an Agreement is executed, whether commenced before or after the Petition Date, shall vest in the Litigation Trust. Creation of the Litigation Trust will not prohibit the UMWA, the UMWA 1974 Pension Plan and Trust or any other party-in-interest from separately pursuing claims against third parties.

A five person Oversight Committee (the "Litigation Trust Committee") will be established to oversee the Litigation Trust and serve as or appoint the Litigation Trustee. The Litigation Trust Committee will consist of three members appointed by the UMWA and two members appointed by the Committee of Unsecured Creditors. Net proceeds of any judgment, settlement or other recovery obtained in an action brought by the Litigation Trust shall be distributed as follows: 20% to Reorganized Patriot; and, 80% to unsecured creditors, until such creditors receive 100% recovery plus interest, with any net residual proceeds after unsecured creditors have been paid 100% plus interest to be distributed to Patriot shareholders. Provided, however, that 100% of the net proceeds of any judgment, settlement or other recovery obtained in an action involving the obligation to provide UMWA retiree healthcare shall be distributed entirely to the UMWA for healthcare.

EXHIBIT 59

From: Mazzotti, Joseph <jmazzotti@alixpartners.com>
Sent: Friday, February 08, 2013 2:27 PM
To: adam.rosen@us.pwc.com
Cc: 'Art Traynor'; 'Hatfield, Ben'; bruce.m.buchanan@us.pwc.com; 'Buschmann, Mark'; 'Lucha, Dale'; 'Hartsog, Kent'; Moskowitz, Elliot; 'Grant Crandall'; 'Huffard, Flip'; 'Bean, Joe'; 'Lusheski, Jack'; 'Judy Rivlin'; Huebner, Marshall S.; Gehring, Andrew S.; 'Luna, Michael'; perry.mandarino@us.pwc.com; fp@previant.com; Waller, Eric; 'Robertson, Gregory'; Hiltz, Ken
Subject: Status Update of Patriot Data Requests
Attachments: 2-8-13 Status Report for Patriot data request of PWC dated 1-11-13.pdf; 2-8-13 Status Report for Patriot oral requests of UMWA at 1-31-13 and 2-5-13 meetings.pdf

Adam,

Attached are status updates for items requested of the UMWA by Patriot; they include one for our written request of 1/11/13, as well as one covering our oral requests at the meetings between the UMWA and the company held on 1/31/13 and 2/5/13. Please let us know if you have any questions.

Regards

Joe Mazzotti

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Pg 3 of 6
2/8/13 Status Report for Patriot Information Request of PwC dated 1/11/13

| Patriot Request: | Status: |
|---|---|
| <p>1 Please provide any support for the following statements contained in Cecil E. Roberts' letter dated January 8, 2013:</p> <ul style="list-style-type: none"> a) Patriot has "overstated the severity of [its] temporary liquidity problem"; b) Patriot's "model uses coal pricing projections that [its] own analysts have admitted are overly conservative, overestimates certain expenses and fails to account for recoveries in existing and anticipated litigation"; c) Patriot has "a management to hourly employee ratio out of line with other unionized coal companies operating in similar conditions"; and d) Emergence from bankruptcy in June of 2013 would "save \$50 million in otherwise needlessly wasted professionals' fees and other costs." | <p>Partially open</p> <p>Per PwC response on 1/18, response to 1c was to be sent the week of 1/21</p> |
| <p>2 Please provide estimates of the savings Patriot would realize if the UMWA's January 8, 2013 counterproposals were implemented from 2013 to 2016, accompanied by supporting assumptions, calculations, and documentation.</p> | <p>Open</p> <p>Per PwC response on 1/18, response was to be sent the week of 1/21</p> |
| <p>3 By mining complex, please provide the assumptions, calculations, and documentation used to support the savings estimates in Section IV.A of the counterproposals.</p> | <p>Complete</p> |
| <p>4 By mining complex, please provide the assumptions, calculations, and documentation used to support the projections in Section IV.B.1 of the counterproposals for Additional Tons Produced and Total Incremental Revenue for the years 2013 to 2016.</p> | <p>Complete</p> |

| Patriot Request: | Status: |
|--|--|
| <p>5 Please explain how the scheduling flexibility proposed in Section IV.B of the counterproposals differs from the current scheduling flexibility provided in Appendix C – Alternative Schedules of the existing Coal Wage Agreements.</p> | <p>Open Per PwC response on 1/18, response was to be sent the week of 1/21</p> |
| <p>6 Please explain the proposal in Section IV.D.1.</p> <p>a) Is the UMWA proposing to replace the current benefit plan with a generic-only formulary and to eliminate the brand-name formulary?</p> <p>b) If so, please provide details about how the benefit plan will work, including answers to the following questions:</p> <p>i) Will all generic drugs be included in the formulary, or will some generic drugs be considered non-formulary?</p> <p>ii) If some generic drugs will be excluded from the formulary, please provide a list of specific drugs that will be excluded.</p> <p>iii) What copays will apply (PPL, non-PPL)?</p> <p>iv) If a brand-name drug is not approved for medical necessity, will the member pay the full cost of the drug?</p> <p>v) Will traditional Step Therapy (where a member is required to try a generic first before the brand is approved) still apply?</p> <p>c) If the UMWA is not proposing to replace the current benefit plan with a generic-only formulary, how does the proposal coordinate with the current plan, which provides that, for formulary brands, members pay the copay plus the cost difference between the brand and the generic, and that, for non-formulary alternatives, members pay the copay plus the cost difference between the alternative and the generic plus an additional surcharge (\$7.50 for the second fill and \$15 for all additional fills)? Please provide specific claim examples.</p> | <p>Open</p> |

2/8/13 Status Report for Patriot Information Request of PwC dated 1/11/13

Pg 5 of 6

| Patriot Request: | Status: |
|--|--|
| <p>7 Regarding the proposal in Section IV.D.4:</p> <p>a) Please provide information, including all supporting documentation, regarding the cost savings the UMWA Funds have achieved through the adoption of their durable equipment network.</p> <p>b) Please provide a list of durable equipment providers included in the UMWA Funds durable equipment network.</p> <p>c) For pre-Medicare benefits, please provide details about the expected savings the UMWA Funds network will provide. Specifically, please provide the network discount percentage to be applied to submitted charges.</p> <p>d) For Medicare beneficiaries, please provide network discounts for hearing aids.</p> | Open |
| <p>8 Please clarify the apparent conflict between the introductory language in Section IV.D that “[n]o provision in this section shall modify benefits for Coal Act retirees, surviving spouses or eligible dependents, with the sole exception of II.E.4, below” and the proposal in Section IV.D.5 to “adopt a PPL network to be applied to Coal Act beneficiaries.”</p> | Complete [conflict resolved in the UMWA’s 2/5/13 counterproposal] |
| <p>9 Does the UMWA intend the sixth proposal in Section IV.D (captioned “Retiree Medical Cost Savings”) to apply to active employees as well as retirees? It refers to “any plan sponsored by the employer of a spouse of an active employee or retiree.</p> | Complete [discrepancy resolved in the UMWA’s 2/5/13 counterproposal] |
| <p>10 a) Please provide any support for the statement in Section IV.E of the counterproposals that “the unionized sites[] such as Federal 2 and Hobet 21 [have] consistently outperform[ed] the non operations such as Freedom and Patriot Surface Mine.”</p> <p>b) Please explain the meaning of “outperform” as used in this context.</p> | Open Per PwC response on 1/18, response was to be sent the week of 1/21 |

2/8/13 Status Report for Patriot Oral Information Request of UMWA

| Patriot Request: | Status: |
|---|---------------------------------------|
| 1 Patriot asked the UMWA to provide its market analysis regarding potential coal sales into the future. (1/31/13; 2/5/13) | Open; information now requested twice |
| 2 Patriot asked the UMWA to provide any information that the UMWA has obtained with respect to the value of additional tonnage produced by concessions offered by the Union (1/31/13) and to provide backup data for the total savings expectations set forth in the February 5, 2013 counterproposal, and in particular the supporting documentation for the savings expectations set forth in items 1 through 4 of subpart C "Scheduling Flexibility to Allow Increased Production" (2/5/13). | Partially complete |
| 3 Patriot asked the UMWA to coordinate with the Funds to form a view of the amount of Patriot's pension withdrawal liability. (1/31/13) | Open |
| 4 Patriot asked the UMWA to provide a copy of the court order from an NLRB case that requires the UMWA to give notice at least 60 days before calling a strike. (2/5/13) | Complete |
| 5 Patriot asked the UMWA to share information for medical cost savings for active employees set forth in subpart D of the UMWA's February 5, 2013 counterproposal. (2/5/13) | Open |
| 6 Patriot asked the UMWA to share PwC's estimate of the savings incurred by the requirement for an employee's spouse to use their own health insurance. (2/5/13) | Open |

EXHIBIT 60



BENNETT K. HATFIELD
President and Chief Executive Officer
(314) 275-3638 Direct (Corporate)
(304) 380-0264 Direct (Charleston)
(304) 380-0384 Fax
bhatfield@patriotcoal.com

February 8, 2013

Mr. Cecil Roberts
President
United Mine Workers of America
18354 Quantico Gateway Drive
Suite 200
Triangle, VA 22172

Dear Mr. Roberts:

I write in response to your letter dated January 30, 2013.

The topics you have raised will be addressed in the order in which they appear in your letter.

1. UMWA Proposal for Increased Production Through Scheduling Flexibility

As we have explained numerous times both in writing and at the bargaining table, the UMWA's proposal for scheduling flexibility would provide no cost savings to Patriot in the near-term because Patriot would be unable to sell that additional coal at a profit. Over recent months, we have been forced to idle a number of mines because prices being offered are well below the cost of production – which should be well known to the UMWA since a number of UMWA jobs have been impacted. During our February 6 meeting in Charleston, we presented you with a spreadsheet that details Patriot's calculations regarding the impact of the proposed scheduling flexibility. A review of that spreadsheet should clarify that projected market demand is not expected to allow any material value generation from such additional production for 2013 or 2014.

2. Business Plan Model

I note that your concerns about Patriot's business model have changed. Initially, you suggested Patriot was withholding a "dynamic" version of its business plan. In your January 30 letter, you now acknowledge that Patriot has not withheld anything from the UMWA, and instead note that Patriot's business model relies on data from its Hyperion accounting system. This is something we have explained to you and PwC repeatedly over the last several months. Moreover, your description of our business plan model as "not dynamic" is inaccurate.

For clarification, Patriot has provided the UMWA with three different alternatives for modeling changes in Patriot's business outlook:

- a) We have offered to run any revised assumptions on cost, pricing, or other factors that the UMWA would like to analyze through our business model and provide you with the resulting output. In fact, your advisors requested that we run two different coal pricing sensitivities for you in mid-December and those analyses were completed and delivered to you soon thereafter.
- b) In order to provide you with a modular version of our planning model that the UMWA and PwC could utilize from their home offices, we provided you with the “Blackstone” model several months ago. That is a live operating model (built off of Patriot’s Hyperion forecasting system) in which changes can be made to numerous inputs, although certain sensitivity analyses may require manual entry of select data.
- c) Then, in response to your request for direct access and utilization of Patriot’s primary business modeling system, we have provided the UMWA with full access to our St. Louis based Hyperion system. This access included a multi-hour meeting in St. Louis between our respective advisors where your team was given a tutorial on the model and the Hyperion system, and was offered the opportunity with our assistance to run scenarios in addition to those already provided. That offer remains open, of course (and we would be happy to provide a private room, a printer and anything else required to allow your advisors to work confidentially).

I hope that this addresses – and brings to a conclusion – the UMWA’s concerns about Patriot’s business plan model. Patriot has withheld nothing from the UMWA and provided it with the same “dynamic” model that we continue to use, as I have explained all along.

3. DIP Financing

4. Retiree Healthcare and Peabody

Your characterization of our discussions on this topic is not accurate. As I have previously stated, Patriot and the UMWA are aligned in seeking to hold Peabody responsible for providing retiree healthcare to the Peabody Assumed Group and to complete as soon as possible a thorough investigation of potential claims against Peabody. While Patriot’s proposal was designed to ensure that Patriot would no longer bear responsibility for retiree healthcare for any non-Coal Act retirees, whether Peabody is currently paying for their healthcare or not, Patriot intends to press Peabody to honor its obligations to continue to pay for retiree healthcare for the Peabody Assumed Group.

With regard to your suggestion that the spinoff agreements require Peabody to pay for retiree healthcare for certain retirees currently covered by Patriot, as you know, our respective advisors

have spent multiple hours discussing these issues, and we have made personnel available to you for interviews so that the facts may be clarified. We intend to reach a conclusion shortly regarding the viability of such claims, and we plan to discuss our options with the UMWA at that time. While your points on this topic are important, please understand that whatever the outcome, Peabody will contest any claims vigorously and Patriot's financial challenges will remain severe and in need of immediate redress.

5. Information Sharing

We have already provided all of the data requested in your January 30 letter, though we are continuing to search for additional materials relating to the Peabody issues identified in section 4 above. Please note that many of the information requests Patriot has submitted to the UMWA remain outstanding. In the spirit of good faith bargaining, I ask that you direct your advisors to comply with these requests as soon as possible. A detailed status report on our information requests was provided to your PwC advisors earlier today.

Nearly three months have passed since Patriot delivered its Initial Proposals. Given how much time we have spent at the negotiating table, and in light of Patriot's deteriorating financial condition, we need to make progress as rapidly as possible. As discussed, it may soon be necessary for Patriot to initiate the legal proceedings to resolve our differences while we continue our negotiations. While we are preparing for all contingencies, I remain hopeful that we can reach a consensual resolution to our differences and preserve jobs and benefits for the thousands of families who depend on Patriot.

Sincerely yours,

A handwritten signature in blue ink that reads "Bennett K. Hatfield". The signature is written in a cursive, slightly stylized font.

Bennett K. Hatfield

EXHIBIT 61

From: Mazzotti, Joseph [<mailto:jmazzotti@alixpartners.com>]
Sent: Thursday, February 14, 2013 2:30 PM
To: adam.rosen@us.pwc.com
Cc: 'Art Traynor'; 'Hatfield, Ben'; bruce.m.buchanan@us.pwc.com; 'Buschmann, Mark'; 'Lucha, Dale'; 'Hartsog, Kent'; Moskowitz, Elliot; 'Grant Crandall'; 'Huffard, Flip'; 'Bean, Joe'; 'Lushefski, Jack'; 'Judy Rivlin'; Huebner, Marshall S.; Gehring, Andrew S.; 'Luna, Michael'; perry.mandarino@us.pwc.com; fp@previant.com; Waller, Eric; 'grobertson@hunton.com'; Hiltz, Ken
Subject: Status Update of UMWA Oral Data Requests from 2/5-6/13 Meetings and Prior Requests

Adam,

Attached, please find two documents. One is a status update for items requested orally at the 2/5-6/13 meetings between the UMWA and the company. The other is a separate update which includes previously open items, as well as certain other updates.

Regards,

Joe Mazzotti

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2/14/13 Status Report of PwC/UMWA Requests – Open Items as of 2/4/13

| Request Date: | Request Description: ¹ | Status: |
|---------------|---|--|
| 11/19/12 | 6. Copies of any diligence reports or solvency opinions prepared in connection with the Peabody and Arch transactions | <p>Items 1.2.12.36 and 1.2.12.37 were posted on 12/12/12 and were reported as completed, subject to continuing review of electronic files.</p> <p>Through subsequent review, additional documents were identified and posted as 1.2.6.4.7.1-21 on 1/11/13.</p> <p>Complete</p> |
| 11/19/12 | 9. Per the section 1113/1114 proposal, please provide summary plan descriptions (SPDs) for current active employee benefits (both union and non-union) and for proposed 90/10 plan. | <p>Draft SPD for proposed 90/10 plan posted as 1.2.12.38 on 2/11/13.</p> <p>Complete</p> |
| 1/8/13 | <p>2. Documents relating to disputes with Peabody on retiree medical obligations</p> <p>Related:</p> | <p>Certain documents were posted to the data room, including 1.3.2.5 and 1.3.2.6 on 12/21/12, 1.3.6.27 on 11/30/12, and 1.3.6.28 on 12/10/12. Additional responsive documents were posted as 1.3.2.7-1.3.2.61 on 2/7/13.</p> |
| 1/31/13 | 8. Documents relating to retirees that the Union believes are Peabody's responsibility. | <p>The review remains ongoing, but we will confirm when it is complete.</p> |

¹ The number below follows the numbering in the original requests.

| UMWA Request: | Status: |
|---|--|
| <p>1. Confirmation when the search for documents concerning which retirees Peabody has assumed responsibility for is complete and all responsive documents have been produced. (2/5/13)</p> | <p>As noted in the 2/14/13 updates for requests of 1/8/13 (item 2) and 1/31/13 (item 8), additional responsive documents have been posted as 1.3.2.7-1.3.2.61 on 2/7/13.</p> <p>The review remains ongoing, but we will confirm when it is complete.</p> |
| <p>2. An unnamed sheet that asserts that 3,874 double-time hours were incurred at Speed during 2012. (2/5/13)</p> | <p>Speed does not have regularly scheduled double-time rates in its pay system. The only premiums paid above regular straight time rates are time and one-half rates for hours worked beyond 40 in a work week (Overtime After 40).</p> <p>Speed had a Longwall move in progress the week of Thanksgiving, 2012. Thanksgiving week is a scheduled vacation week at Speed. Management asked for volunteers to work during the scheduled vacation and to take their vacation at a later date, but there were not enough volunteers to do the work. In order to obtain enough volunteers, management provided an incentive of double-time rates for work through the vacation period. With that incentive, Speed was able to obtain sufficient volunteers to work during vacation and complete the required work.</p> <p>Complete</p> |

| UMWA Request: | Status: |
|---|---|
| <p>3. The preferred pharmacy network information for the non-UMWA population and the medical utilization data for the active employees of the non-UMWA population. (2/5/13)</p> | <p>We have posted items 1.2.31.1-1.2.31.4 on 2/12/13, and 1.2.26.5 and 1.2.31.5 on 2/13/13.</p> <p>As noted in the 2/14/13 updates for requests of 1/8/13 (item 3) and 1/31/13 (item 3), this request also requires confidential information from CareMark, a third-party provider. We worked with CareMark to obtain its agreement to release to the company and the UMWA a substantial portion of the confidential information following the execution of acceptable confidentiality agreements; some portion of the requested confidential information will not be released by CareMark, irrespective of the confidentiality agreements.</p> <p>The company has posted responsive documents for all requested data to which it has been able to obtain access, other than data to be provided by CareMark subject to the recently executed confidentiality agreements.</p> <p>We will post additional data when it becomes available to us, which we anticipate to be approximately 2/xx/13.</p> |
| <p>4. Information concerning Patriot's current PPL discounts on average wholesale prices and average manufacturing prices. (2/5/13)</p> | <p>Under review by CareMark to determine whether this information can be provided subject to the recently executed confidentiality agreement.</p> |

| UMWA Request: | Status: |
|--|--|
| 5. Summary savings quantification of UMWA counteroffer of 1/8/13. (2/6/13) | Posted item 1.2.30 on 2/7/13 Complete |

EXHIBIT 62

2/12/13

Patriot Information and Data Request List

| # | Request |
|---|--|
| 1 | A final version of the medical plan document posted at 1.4.2.5 (believed to be the plan covering the Peabody 12); a list of names, dates of employment and last position held for all employees currently receiving benefits under that plan (we were told at the table it is approximately 12 former Peabody employees); the total annual cost to Patriot of providing benefits under this plan from 2007 through present; any post-petition correspondence to employees covered by this plan about their coverage; any and all judgments, orders, opinions, arbitration awards or settlement documents concerning the provision of medical benefits under this plan. |
| 2 | Mine level prices and production for 2011 and 2012 including (originating mine, type of coal, quality adjustments, heat content, sulfur content, ash content) |
| 3 | Sales data for 2011 and 2012 including: <ul style="list-style-type: none">a. type of coalb. originating minec. FOB priced. quality adjustmente. heat contentf. sulphur contentg. ash contenth. end/customer market (i.e. utility plants, steel production, export etc.) |

EXHIBIT 63



BENNETT K. HATFIELD
Chief Executive Officer
(304) 275-3638 (St. Louis)
(304) 380-0264 (Charleston)
(304) 380-0384 Fax
bhatfield@patriotcoal.com

February 19, 2013

Mr. Cecil E. Roberts
President, United Mine Workers of America
18354 Quantico Gateway Drive, Suite 200
Triangle, VA 22172

Re: Third Revised Proposal of Modifications to Collective Bargaining Agreements and Retiree Healthcare Benefits Pursuant to Sections 1113 and 1114 of the Bankruptcy Code

Dear Mr. Roberts:

I am enclosing with this letter Patriot's third proposal pursuant to sections 1113 and 1114 of the Bankruptcy Code (the "Third Proposal"). Since our negotiations began in November of last year, we have made every effort to respond to the Union's concerns and have made significant changes to our proposals. The Third Proposal represents another attempt by Patriot to address issues that the Union has raised during our bargaining sessions as well as elements of the Union's counterproposal dated February 5, 2013 (the "Union's Second Counterproposal").

One threshold point that has stood in the way of progress is our difference of opinion with respect to the value of the Union's counterproposals. According to the presentation delivered by the Union's advisors on Friday, February 15, 2013, the Union appears to believe that its proposals would save Patriot even more than the approximately \$150 million in annual savings that Patriot is seeking through this process. While I appreciate the Union's implicit acknowledgment that this magnitude of savings is necessary for Patriot's reorganization and that the transition of healthcare to a VEBA is appropriate, the reality is that the Union's Second Counterproposal falls significantly short of Patriot's savings needs. We have already explained to you that the Union's scheduling flexibility proposal would not result in meaningful cost savings in the near term. Furthermore, the VEBA component of the Union's proposal cannot be implemented because it is connected to a rights-offering proposal that, as structured, is unworkable.

The Third Proposal includes the following important changes:

- The 1113 Proposal has been modified to provide that Union employees will receive a wage increase in the event that a similarly-situated non-Union employee receives a wage increase to a level that is higher than the Union employee.

Mr. Cecil E. Roberts
February 19, 2013

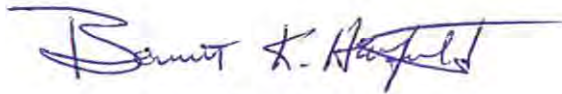
- With respect to the Union's concern that the 1113 Proposal eliminates successorship, the Third Proposal contains specific language that recognizes successorship in the modified collective bargaining agreements.
- In response to the Union's requests that the 1113 Proposal reflect future job opportunities for Union members, the Third Proposal provides that the Obligor Companies will work with the Union to develop methods that allow the Employer to recognize the Union at the future operations of Flying Eagle mine, Buck Fork mine, Huff Creek Surface mine and Buffalo Mountain mine.
- With respect the 1114 Proposal, the Plan Transition Date has been further extended to July 1, 2013. This modification will allow the Union additional time to establish the VEBA as well as time for the Union to monetize its unsecured claim (as further described below). While Patriot has repeatedly extended the Plan Transition Date during the negotiations, we have reached the point that additional extensions are not feasible given the company's financial condition and the immediate need for savings.
- Patriot understands that the Union wishes to monetize its unsecured claim as soon as possible so that substantial cash can be generated for the VEBA. Accordingly, the Third Proposal includes a detailed mechanism by which the Debtors would quickly reach agreement with the Union as to the amount and treatment of the Union's unsecured claim, followed by an accelerated process in which the parties cooperate to monetize the agreed claim. This process has proven successful in other bankruptcy cases and can be concluded in as little as 90 days. By contrast, the Union's rights-offering proposal contains unrealistic assumptions and features that will not be acceptable to other creditors or potential investors, as our advisors have explained.
- The Union has previously expressed the concern that the 1114 Proposal applies to all non-Coal Act retirees, including retirees whose healthcare liabilities Peabody assumed in connection with Patriot's spin-off (the "Peabody-Assumed Group"). Patriot structured the Proposal this way to address the possibility that Peabody will argue it has no further obligations with respect to this group based on the terms of the NBCWA Individual Employer Plan Liabilities Assumption Agreement, in which case such obligations would fall to Patriot. In response to the Union's concern, the 1114 Proposal has been restructured to carve out the Peabody-Assumed Group provided that Patriot is able to obtain a judicial determination that Peabody is not relieved of its obligations for this group. This structure will allow the parties to hold Peabody to its obligations while ensuring that these liabilities will not fall to Patriot, which cannot afford them.
- The Union has also expressed concerns with the annual cap associated with the Profit-Sharing component of the 1114 Proposal. To address these concerns, the Third Proposal further raises the cap from \$40 million to \$75 million per year. This amount is consistent with Patriot's current annual expenditure for retiree healthcare. The Third Proposal also raises the lifetime aggregate cap to \$300 million.

Mr. Cecil E. Roberts
February 19, 2013

Patriot believes that the changes reflected in the Third Proposal address the Union's central concerns. In fact, between the extended Plan Transition Date, Initial Funding Contribution and prompt monetization of the Union's claim, Union retirees should experience no disruption in their receipt of meaningful retiree healthcare, especially if the Union promptly implements the cost savings suggestions we have made and provides a benefit level that is consistent with the healthcare benefits provided by other large companies today.

I look forward to discussing the Third Proposal with you and your colleagues. As I have explained before, given the amount of time that Patriot has devoted to this process and the urgent need for immediate changes that address the company's deteriorating financial condition, Patriot may be forced to commence legal proceedings if we are unable to reach a resolution soon. If such a step proves necessary, Patriot would of course stand ready to continue discussions with the Union in an attempt to reach a consensual agreement. In any case, I remain hopeful that we can work together to achieve a result that saves thousands of jobs for the sake of the families that depend on Patriot's survival.

Sincerely,



Bennett K. Hatfield

Enclosures

cc: Dale Lucha
Gregory Robertson
Eric Waller

EXHIBIT 64

From: adam.rosen@us.pwc.com [<mailto:adam.rosen@us.pwc.com>]

Sent: Tuesday, February 26, 2013 10:29 AM

To: jmazzotti@alixpartners.com

Cc: Gehring, Andrew S.; 'Art Traynor'; 'Hatfield, Ben'; bruce.m.buchanan@us.pwc.com; 'Buschmann, Mark'; 'Lucha, Dale'; 'Hartsog, Kent'; Moskowitz, Elliot; Waller, Eric; fp@previant.com; 'Grant Crandall'; 'grobertson@hunton.com'; 'Huffard, Flip'; 'Bean, Joe'; 'Lushefski, Jack'; 'Judy Rivlin'; Hiltz, Ken; Huebner, Marshall S.; 'Luna, Michael';

perry.mandarino@us.pwc.com

Subject: Re: Status Update of Patriot Requests

Joe,

Attached are the status updates of the items requested by the Debtors of the UMWA.

Please let me know if you have any questions.

Best regards,
Adam

Adam M. Rosen

PwC
Office: 646.471.7763 | Mobile: 973.768.8177
Email: adam.rosen@us.pwc.com
PricewaterhouseCoopers LLP
300 Madison Avenue, New York, NY 10021
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1/11/13

Patriot Information and Data Request List

| # | Request | Status/Response |
|---|---|---|
| 1 | <p>Please provide any support for the following statements contained in Cecil E. Roberts' letter dated January 8, 2013:</p> <ul style="list-style-type: none"> a) Patriot has "overstated the severity of [its] temporary liquidity problem"; b) Patriot's "model uses coal pricing projections that [its] own analysts have admitted are overly conservative, overestimates certain expenses and fails to account for recoveries in existing and anticipated litigation"; c) Patriot has "a management to hourly employee ratio out of line with other unionized coal companies operating in similar conditions"; and d) Emergence from bankruptcy in June of 2013 would "save \$50 million in otherwise needlessly wasted professionals' fees and other costs." | <p>1A,B and D are complete 1C: The UMWA provided the primary source of this information in an e-mail to the Debtors on February 16th.</p> |
| 2 | Please provide estimates of the savings Patriot would realize if the UMWA's January 8, 2013 counterproposals were implemented from 2013 to 2016, accompanied by supporting assumptions, calculations, and documentation. | Complete |
| 3 | By mining complex, please provide the assumptions, calculations, and documentation used to support the savings estimates in Section IV.A of the counterproposals. | Complete |
| 4 | By mining complex, please provide the assumptions, calculations, and documentation used to support the projections in Section IV.B.1 of the counterproposals for Additional Tons Produced and Total Incremental Revenue for the years 2013 to 2016. | Complete |
| 5 | Please explain how the scheduling flexibility proposed in Section IV.B of the counterproposals differs from the current scheduling flexibility provided in Appendix C – Alternative Schedules of the existing Coal Wage Agreements. | Complete |
| 6 | <p>Please explain the proposal in Section IV.D.1.</p> <ul style="list-style-type: none"> a) Is the UMWA proposing to replace the current benefit plan with a generic-only formulary and to eliminate the brand-name formulary? b) If so, please provide details about how the benefit plan will work, including answers to the following questions: <ul style="list-style-type: none"> i) Will all generic drugs be included in the formulary, or will some generic drugs be considered non-formulary? ii) If some generic drugs will be excluded from the formulary, please provide a list of specific drugs that will be excluded. iii) What copays will apply (PPL, non-PPL)? iv) If a brand-name drug is not approved for medical necessity, will the member pay the full cost of the drug? v) Will traditional Step Therapy (where a member is required to try a generic first before the brand is approved) still apply? c) If the UMWA is not proposing to replace the current benefit plan with a generic-only formulary, how does the proposal coordinate with the current plan, which provides that, for formulary brands, members pay the copay plus the cost difference between the brand and the generic, and that, for non-formulary alternatives, members pay the copay plus the cost difference between the alternative and the generic plus an additional surcharge (\$7.50 for the second fill and \$15 for all additional | Complete |

| | | |
|----|---|----------|
| | fills)? Please provide specific claim examples. | |
| 7 | Regarding the proposal in Section IV.D.4: a) Please provide information, including all supporting documentation, regarding the cost savings the UMWA Funds have achieved through the adoption of their durable equipment network. b) Please provide a list of durable equipment providers included in the UMWA Funds durable equipment network. c) For pre-Medicare benefits, please provide details about the expected savings the UMWA Funds network will provide. Specifically, please provide the network discount percentage to be applied to submitted charges. d) For Medicare beneficiaries, please provide network discounts for hearing aids. | Complete |
| 8 | Please clarify the apparent conflict between the introductory language in Section IV.D that “[n]o provision in this section shall modify benefits for Coal Act retirees, surviving spouses or eligible dependents, with the sole exception of II.E.4, below” and the proposal in Section IV.D.5 to “adopt a PPL network to be applied to Coal Act beneficiaries.” | Complete |
| 9 | Does the UMWA intend the sixth proposal in Section IV.D (captioned “Retiree Medical Cost Savings”) to apply to active employees as well as retirees? It refers to “any plan sponsored by the employer of a spouse of an active employee or retiree.” | Complete |
| 10 | a) Please provide any support for the statement in Section IV.E of the counterproposals that “the unionized sites[] such as Federal 2 and Hobet 21 [have] consistently outperform[ed] the non operations such as Freedom and Patriot Surface Mine.” b) Please explain the meaning of “outperform” as used in this context. | Complete |

2/5/13

Patriot Information and Data Request List

| # | Request | Status |
|---|---|---|
| 1 | Patriot asked the UMWA to provide its market analysis regarding potential coal sales into the future. (1/31/13; 2/5/13) | PwC/UMWA is waiting for the Debtors to provide mine level production and quality figures from 2011 and 2012 to complete this request. |
| 2 | Patriot asked the UMWA to provide any information that the UMWA has obtained with respect to the value of additional tonnage produced by concessions offered by the Union (1/31/13) and to provide backup data for the total savings expectations set forth in the February 5, 2013 counterproposal, and in particular the supporting documentation for the savings expectations set forth in items 1 through 4 of subpart C "Scheduling Flexibility to Allow Increased Production" (2/5/13). | Complete |
| 3 | Patriot asked the UMWA to coordinate with the Funds to form a view of the amount of Patriot's pension withdrawal liability. (1/31/13) | Complete |
| 4 | Patriot asked the UMWA to provide a copy of the court order from an NLRB case that requires the UMWA to give notice at least 60 days before calling a strike. (2/5/13) | Complete |
| 5 | Patriot asked the UMWA to share information for medical cost savings for active employees set forth in subpart D of the UMWA's February 5, 2013 counterproposal. (2/5/13) | Complete |
| 6 | Patriot asked the UMWA to share PwC's estimate of the savings incurred by the requirement for an employee's spouse to use their own health insurance. (2/5/13) | Complete |

EXHIBIT 65



BENNETT K. HATFIELD
President and Chief Executive Officer
(314) 275-3638 Direct (Corporate)
(304) 380-0264 Direct (Charleston)
(304) 380-0384 Fax
bhatfield@patriotcoal.com

February 27, 2013

Mr. Cecil Roberts
President
United Mine Workers of America
18354 Quantico Gateway Drive
Suite 200
Triangle, VA 22172

Re: Fourth Revised Proposal of Modifications to Retiree Healthcare Benefits Pursuant to
Section 1114 of the Bankruptcy Code

Dear Mr. Roberts:

As you know, Patriot delivered a Third Proposal (pursuant to Section 1114 of the Bankruptcy Code) during our bargaining session on February 19, 2013. During that meeting and in subsequent discussions, the Union raised certain points concerning the Third Proposal's approach to the Peabody-Assumed Group.

Accordingly, I am enclosing a Fourth Proposal that makes clear that whatever changes Patriot is able to secure for itself in the 1114 process (either consensually or through the Bankruptcy Court), Patriot will ask the Bankruptcy Court to declare that Peabody's contributions for the Peabody-Assumed Group should continue to be made in exactly the manner they are made today.

I look forward to our meeting on March 4, 2013, and am available to answer any questions or have further discussions between now and then.

Sincerely yours,

A handwritten signature in blue ink that reads "Bennett K. Hatfield". The signature is written in a cursive style with a large initial "B".

Bennett K. Hatfield

EXHIBIT 66

| # | Requested Item |
|----|---|
| 1 | Access to life of mine plans for each mine |
| 2 | Process flow diagrams for all coal mines |
| 3 | Historical performance of each mine including yields |
| 4 | Current major equipment listing by mine (from the Operations & Maintenance Department) that includes asset serial no., manufacturer, model, and year of manufacture |
| 5 | Overview of current Maintenance Programs for all major equipment types – for example predictive/preventative, reactive/breakdown |
| 6 | Identify the type of Maintenance Software or method used for tracking/predicting maintenance work |
| 7 | Identify any equipment Maintenance Programs that are performed by outside companies |
| 8 | Listing of major equipment which will be retired and/or replaced in the next 5 years |
| 9 | Listing of major equipment which will be added to each mine over the next 5 years |
| 10 | Breakdown of 1113 and 1114 savings by legal entity, mine and complex, including any analysis prepared that "rolls up" the savings from the legal entity level to the mine/complex level |
| 11 | Forecasted balance sheets by legal entity, mine and complex for FY'13-'16 |
| 12 | Forecasted PMO cash costs and expenses by legal entity, mine and complex for FY'13-'16 |
| 13 | 5 Year History of major CAPEX, Repairs & Maintenance by location |
| 14 | Forecasted allocation of SG&A by legal entity, mine and complex for FY'13-'16 |
| 15 | Forecasted ARO cash spend by legal entity, mine and complex for FY'13-'16 |

EXHIBIT 67

From: Mazzotti, Joseph [<mailto:jmazzotti@alixpartners.com>]
Sent: Friday, March 08, 2013 07:34 PM
To: adam.rosen@us.pwc.com <adam.rosen@us.pwc.com>
Cc: 'Art Traynor' <atraynor@umwa.org>; 'Hatfield, Ben' <BHatfield@patriotcoal.com>; bruce.m.buchanan@us.pwc.com <bruce.m.buchanan@us.pwc.com>; 'Buschmann, Mark' <Buschmann@Blackstone.com>; 'Lucha, Dale' <DLucha@patriotcoal.com>; 'Hartsog, Kent' <ehartsog@patriotcoal.com>; Moskowitz, Elliot; 'Grant Crandall' <gcrandall@umwa.org>; 'Huffard, Flip' <Huffard@Blackstone.com>; 'Bean, Joe' <JBean@patriotcoal.com>; 'Lushefski, Jack' <JLushefski@patriotcoal.com>; 'Judy Rivlin' <jrivlin@umwa.org>; Huebner, Marshall S.; Gehring, Andrew S.; 'Luna, Michael' <MLuna@patriotcoal.com>; perry.mandarino@us.pwc.com <perry.mandarino@us.pwc.com>; fp@previant.com <fp@previant.com>; Waller, Eric <EWaller@patriotcoal.com>; 'grobertson@hunton.com' <grobertson@hunton.com>; Hiltz, Ken <KHiltz@alixpartners.com>
Subject: Status Update of UMWA and PwC Data Requests

Adam,

Attached, please find a current status update for UMWA and PwC data requests.

Regards,

Joe Mazzotti

AlixPartners | 2000 Town Center, Suite 2400 | Southfield, MI 48075
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3/8/13 Status Report in Response to UMWA/PwC Information Requests

| UMWA Request: | Status: |
|---|--|
| <p>1. The UMWA requested documents relating to disputes with Peabody on retiree medical obligations (1/8/2013)</p> <p><u>Related:</u></p> <p>Documents relating to retirees that the Union believes are Peabody's responsibility (1/31/13)</p> <p><u>Related:</u></p> <p>UMWA requested confirmation when the search for documents concerning which retirees Peabody has assumed responsibility for is complete and all responsive documents have been produced. (2/5/13)</p> | <p>Certain documents were posted to the data room, including 1.3.2.5 and 1.3.2.6 on 12/21/12, 1.3.6.27 on 11/30/12, and 1.3.6.28 on 12/10/12. As noted in previous status updates, additional responsive documents were posted as 1.3.2.7-1.3.2.61 on 2/7/13 and 1.3.2.62-1.3.2.74 on 2/21/13. The review for these documents is complete, and a privilege log was posted as 1.3.2.75 on 2/28/13.</p> <p>Complete</p> |
| <p>2. Additional information regarding retiree medical costs and prescription drug formulary (1/8/13).</p> <p><u>Related:</u></p> <p>A written request from Mr. Sanson, expanding on requests made orally at the 1/8/13 session, seeking retiree medical and prescription drug utilization data; approximately 100 items were on the request list (1/15/13)</p> <p><u>Related:</u></p> <p>Additional medical claims information from CareMark (1/31/13)</p> | <p>We have posted items 1.2.26.2-1.2.26.5, 1.2.29.4-1.2.29.6, and 1.4.9.1-1.4.9.20 on a rolling basis from 1/17/13 through 3/2/13, which include frequent status updates of the information provided to enable tracking against Mr. Sanson's 1/15/13 email list.</p> <p>The information posted includes all of the data provided by CareMark. As noted previously, some of the requested information is regarded by CareMark as proprietary and confidential, and will not be released by CareMark, irrespective of the confidentiality agreements executed by the company and the UMWA.</p> <p>Complete</p> |

3/8/13 Status Report in Response to UMWA/PwC Information Requests

| UMWA Request: | Status: |
|---|---|
| <p>3. The preferred pharmacy network information for the non-UMWA population and the medical utilization data for the active employees of the non-UMWA population. (2/5/13)</p> | <p>We posted items 1.2.31.1-1.2.31.4 on 2/12/13, 1.2.26.5 and 1.2.31.5 on 2/13/13, 1.2.31.6 and 1.4.9.16 on 2/21/13, and 1.4.19-20 on 3/2/13.</p> <p>The information posted includes all of the data provided by CareMark. As noted previously, some of the requested information is regarded by CareMark as proprietary and confidential, and will not be released by CareMark, irrespective of the confidentiality agreements executed by the company and the UMWA.</p> <p>Complete</p> |
| <p>4. Mr. Lucha offered to set up a call between the UMWA and Federal No. 2 management, and a call between Mr. Sanson and Hobet management, to discuss mine plan information. (2/15/13)</p> | <p>Conference call was held with the UMWA, PwC, and Patriot personnel regarding Federal No. 2 on 2/22/13. Potential dates for a call on Hobet were provided on 2/16/13 via email by Mr. Lucha.</p> |
| <p>5. Identify the assumptions referred to in Mr. Hatfield's 2/19/13 correspondence concerning the Third Revised Proposal as "unrealistic." (2/19/13)</p> | <p>Mr. Hatfield and Mr. Huffard (Blackstone) addressed this issue at the 3/4/13 meeting between Patriot and the UMWA.</p> <p>Complete</p> |
| <p>6. Additional detail on monetizing the UMWA's claim in a short period of time. (2/19/13)</p> | <p>Mr. Huffard (Blackstone) addressed this issue at the 3/4/13 meeting between Patriot and the UMWA.</p> <p>Complete</p> |

3/8/13 Status Report in Response to UMWA/PwC Information Requests

| UMWA Request: | Status: |
|---|--|
| <p>7. A redline version of Patriot’s proposal that sets forth the revisions from Patriot’s November 15, 2012 proposal, highlighting the changes from the January 8, 2013 proposal and February 19, 2013 proposal in different colors. (2/19/13)</p> | <p>We posted to the data room, as 1.5.4 on 3/6/13, a redline setting forth the differences between the November 15, 2012 and February 19, 2013 proposals. The January 8, 2013 proposal was structured as an amendment to the November 15, 2012 proposal and is therefore not amenable to being redlined.</p> <p>Complete</p> |
| <p>8. Detail on the amount of money expected to be generated by Patriot’s VEBA funding proposal. (2/19/13)</p> | <p>Mr. Huffard (Blackstone) provided the current views of the company and its advisors on this issue at the 3/4/13 meeting between Patriot and the UMWA.</p> <p>Complete</p> |
| <p>9. Additional information on the profit-sharing component of the VEBA funding proposal, in light of the Company’s current liquidity obligations. (2/19/13)</p> | <p>Mr. Huffard (Blackstone) addressed this issue at the 3/14/13 meeting between Patriot and the UMWA.</p> <p>Complete</p> |
| <p>10. Hypothetical scenarios of the profit-sharing contribution to the VEBA under various coal price forecasts. (2/19/13)</p> | <p>Mr. Huffard (Blackstone) addressed this issue at the 3/4/13 meeting between Patriot and the UMWA.</p> <p>Complete</p> |
| <p>11. Operational questions relating to Hobet (2/21/13):</p> <ol style="list-style-type: none"> 1) An updated production breakdown by mine and customers who receive coal from each Patriot-affiliated operation. 2) Explain why coal production has slowed at Hobet since filing the bankruptcy | <ol style="list-style-type: none"> 1) Documents responsive to this request have been posted at 1.2.12.5, 1.1.11.4, and 1.2.25.4. 2) Hobet uses a dragline and shovel in conjunction with various other equipment (loaders, dozers, etc.) to remove overburden from coal. Actual coal extraction is typically accomplished by |

3/8/13 Status Report in Response to UMWA/PwC Information Requests

| UMWA Request: | Status: |
|---|--|
| <p>petition.</p> <p>3) A list of customers whose orders were filled by Hobet during each month of 2012 to date.</p> <p>4) Identify whether Hobet is experiencing any geological problems that that are slowing the mining process.</p> <ul style="list-style-type: none"> a. Provide the date that the company became aware of adverse conditions. b. Provide a list of contracts that have been sent to other operations for filling. Please identify the coal source by mine and operator for each of these orders deferred from Hobet. c. Please provide any alternative mining plans that have been discussed (such as the Camp Creek South). d. When does the company expect to work through any adverse mining conditions that currently exist? e. What year does Patriot plan to open underground operations in or around the Hobet property? <p>5) Any additional cost breakdown that the Hobet operation has incurred since filing for bankruptcy protection. The UMWA has been informed that the company has moved to a new corporate purchasing mechanism that increased the cost at Hobet by</p> <ul style="list-style-type: none"> a) Reason for change. b) Date of change. c) Name of new vendor d) Name of previous vendor e) Management's recorded cost increase for the Hobet operation. <p>6) Provide a breakdown of how an enhanced production schedule will adversely affect the company.</p> <ul style="list-style-type: none"> a) Provide an alternate assumption using the union's latest 1113 proposal | <p>using front end loaders to load the coal into trucks. There are numerous factors that affect the rate of overburden and coal removal, but the most important of these is the stripping ratio. The stripping ratio represents the number of bank cubic yards that must be moved to uncover one ton of coal, and is generally a fixed feature for the seam being mined. For the first six months of 2012 (January-June), Hobet moved 20.63 million yards to uncover 1.38 million tons of coal for a stripping ratio of 14.9:1. In the last six months of 2012 (July-December), Hobet removed 19.10 million yards of overburden to uncover 1.12 million tons of coal, for a stripping ratio of 16.95:1. After accounting for a difference in work days in the first six months to the last six months (10 more work days in the first six months), there is essentially no difference in daily yards moved before and after the reorganization filing and the drop in tonnage is a function of stripping ratio, i.e., more rock must be moved to uncover a ton of coal. Year to date in 2013 production has been slowed by long uphill hauls from the pre-stripping spreads which results from lack of permitted valley fills in the current work area. Production has also been slowed year to date by high absenteeism. Through 2/24 a total of 429 personal and sick leave days have been used, representing 25% of all available PSL days for the year.</p> <p>3) Posted 1.2.36.3 on 3/1/13.</p> <p>4) In progress</p> |

3/8/13 Status Report in Response to UMWA/PwC Information Requests

| UMWA Request: | Status: |
|--|---|
| <p>and assume the company may stop production at any time to perform repair and maintenance, reclamation, stream mitigation, drilling, surface clearing or other pre and post mining requirements.</p> <p>7) Employees at the operation have complained to the union of very little oversight by management and a lack of emphasis on production and other profit driven practices that management has been instructed to no longer engage in.</p> <p>a) Please provide any memos to the company's mine managers or bosses from 2012 to date.</p> <p>b) Internal production reports from 2012 to date</p> <p>c) Management records of information such as:</p> <p>i. How many haulage loads each rock truck driver gets per shift.</p> <p>ii. How many buckets of overburden does the dragline remove per shift.</p> <p>iii. How the drilling progress is monitored. Please provide results of monitoring system.</p> <p>iv. How the clearing progress is monitored. Please provide results of monitoring system.</p> <p>v. How environmental progress is monitored (stream mitigation and court compliance).</p> <p>vi. How reclamation is monitored. Please provide results of monitoring system.</p> <p>vii. How prep plant efficiency is monitored. Please provide results of monitoring system.</p> <p>viii. How blasting progress is monitored. Please provide results of monitoring system.</p> <p>8) In the company's 1113 proposals it has requested flexible scheduling and the use of contractors to ensure production is not slowed by repair and maintenance and other issues that may arise. However, the company is unable to fill its current orders and has notified the union of a need to have a layoff-realignment. Please</p> | <p>5) We believe that the UMWA's information is inaccurate concerning a cost increase. Please clarify with additional information about a specific vendor or product.</p> <p>6) Responsive documents have been produced in the data room at 1.2.37.1 - 1.2.37.3, and 1.2.36.1 - 1.2.36.2 on 2/27/13.</p> <p>a) We do not understand this request. Please clarify.</p> <p>7) Hobet denies that it has instructed its management personnel to no longer engage in profit-driven practices or to reduce emphasis on production or profit-driven practices at the mine.</p> <p>a) We believe this request is overbroad. Please clarify as to the requested subject matter.</p> <p>b) Operational reports were posted as 1.2.36.4-7 on 3/3/13.</p> <p>8)</p> <p>The Company's recent</p> |

3/8/13 Status Report in Response to UMWA/PwC Information Requests

| UMWA Request: | Status: |
|---|--|
| <p>explain how the company's 1113 proposals are in line with Hobet's mining plan.</p> <p>9) If the employer is unable to fill orders at Hobet due to adverse conditions why does the company not utilize the Hill Fork operation to supplement its contractual shortages?</p> <p>10) How many additional employees does Hobet assume would be required for seven day production? Please provide hourly and salary breakdown.</p> <p>11) How does seven day production differ from Patriot's bank plan in regard to productivity per worker hour?</p> <p style="padding-left: 20px;">a) What is Hobet's current production per employee hour?</p> <p style="padding-left: 20px;">b) What assumptions does Hobet management make based on seven day production in 2013, 2014, 2015 and 2016 for productivity per employee per hour?</p> <p>12) Please provide all calculations used in providing the numbers used in Patriot's response to the UMWA regarding additional production at Hobet.</p> | <p>challenges have been orders at pricing that exceeds costs. Therefore, the Company's 1113 proposal sets forth cost reductions to permit the Company to sell coal in the current market.</p> <p>9) As set forth in response to the previous item, Hobet is not experiencing an inability to fill orders. Hill Fork coal possesses lower quality characteristics, which makes it more difficult to sell in the current market.</p> <p>10) Responsive documents have been produced in the data room at 1.2.37.1 - 1.2.37.3, and 1.2.36.1 - 1.2.36.2 on 2/27/13.</p> <p>11) Responsive documents have been produced in the data room at 1.2.37.1 - 1.2.37.3, and 1.2.36.1 - 1.2.36.2 on 2/27/13.</p> <p>12) See document 1.2.30 and documents 1.2.37.1 - 1.2.37.3, and 1.2.36.1 - 1.2.36.2, which were produced on 2/27/13.</p> <p>In progress</p> |
| <p>12. Patriot's position regarding Peabody's liability to the Funds if Patriot refrains from withdrawing from the Funds at a later date, and if Patriot is aware of something that prohibits the Funds from pursuing Peabody if Patriot withdraws at a later time. (3/4/13)</p> | <p>In progress</p> |
| <p>13. Confirm whether the cost savings detail for all operations has been placed in the data room. (3/4/13)</p> | <p>Posted 1.2.39.1 – 1.2.39.4 to the data room on 3/6/13.</p> <p>Complete</p> |
| <p>14. Conference call between Blackstone and PwC to reconcile the cost savings set forth in the UMWA's most recent counterproposal and PwC's savings forecast. (3/4/13)</p> | <p>Blackstone and PwC are working to schedule the call for 3/12/13.</p> |

3/8/13 Status Report in Response to UMWA/PwC Information Requests

| UMWA Request: | Status: |
|---|---|
| | In progress |
| 15. Analysis and scenarios, provided by Blackstone, for Patriot's pension fund withdrawal liability. (3/4/13) | In progress |
| 16. Confirm whether the most recent bank plan information has been placed in the data room showing the most recent capital expenditure forecast. (3/4/13) | The latest capital forecast for 2013 is posted at 1.2.29.1. The capital forecast for the October Bank Plan is located at 1.2.25.5 Complete |
| 17. Explanation of a statement in Patriot's most recent 10-K stating that the company plans additional surface coal mines that would not be subject to the recent settlement agreements with the environmental groups. (3/4/13) | The statement from the 10-K referenced Patriot's review of whether the Sierra Club Settlement would require a write-off of any coal reserves, not whether any surface mines have been carved out of the settlement. The Sierra Club Settlement applies to all of Patriot's surface mining. Pursuant to the settlement, Patriot cannot pursue any new permits for surface mining that require an individual Section 404 permit for a valley fill, but it can continue to mine at the sites with existing individual Section 404 permits and at sites that do not require valley fills with individual permits. Complete |
| 18. Total healthcare spend by state and county. | Posted 1.2.40 to data room on 3/6/13. Complete |

Pg 10 of 14
3/xx/13 Status Report in Response to UMWA/PwC Information Requests

| PwC Request: | Status: |
|--|--|
| 1. Access to life of mine plans for each mine. (2/27/13) | <p>Posted 1.2.38.1 to data room on 3/1/13, which includes current mine plan information consistent with five-year plan; additional mine plan maps were posted as 1.2.38.7 on 3/1/13.</p> <p>Company available to discuss further and answer questions during PwC site visit.</p> <p>Complete</p> |
| 2. Process flow diagrams for all coal mines. (2/27/13) | <p>Process flow diagrams are not created for each coal mine.</p> <p>Posted 1.2.38.1 to data room on 3/1/13, which includes mine and complex level operational information.</p> <p>Company available to discuss further and answer questions during PwC site visit.</p> <p>Complete</p> |
| 3. Historical performance of each mine including yields. (2/27/13) | <p>Previously provided historical P&L data by complex (1.2.6.5.8 – 12/21/12) and by mine (1.2.27.1 – 1/26/13; 1.2.33 – 2/20/13).</p> <p>Previously provided raw and clean tons production (1.2.35 – 2/25/13), from which yields can be calculated.</p> <p>Complete</p> |

Pg 11 of 14
3/xx/13 Status Report in Response to UMWA/PwC Information Requests

| PwC Request: | Status: |
|---|---|
| 4. Current major equipment listing by mine (from the Operations & Maintenance Department) that includes asset serial no., manufacturer, model, and year of manufacture. (2/27/13) | Previously provided fixed asset detail as of 5/31/12 (1.2.4.1 – 10/17/12), which provides the most readily available detail, including equipment listing, serial number, and other descriptive information. Complete |
| 5. Overview of current Maintenance Programs for all major equipment types – for example predictive/preventative, reactive/breakdown. (2/27/13) | To be discussed during PwC site visit. |
| 6. Identify the type of Maintenance Software or method used for tracking/predicting maintenance work. (2/27/13) | The system used is Maximo. Complete |
| 7. Identify any equipment Maintenance Programs that are performed by outside companies. (2/27/13) | To be discussed during PwC site visit. |
| 8. Listing of major equipment which will be retired and/or replaced in the next 5 years. (2/27/13) | Cap Ex plan detail (1.2.25.5 – 12/19/12) indicates whether planned Cap Ex is for necessary replacement. Complete |
| 9. Listing of major equipment which will be added to each mine over the next 5 years. (2/27/13) | Detail on Cap Ex planned was previously provided in 1.2.20 (12/6/12), 1.2.25.5 (12/19/12), 1.2.28.1 (1/29/13), 1.2.29.1-3 (2/4/12). Complete |

3/xx/13 Status Report in Response to UMWA/PwC Information Requests

| PwC Request: | Status: |
|--|--|
| 10. Breakdown of 1113 and 1114 savings by legal entity, mine and complex, including any analysis prepared that "rolls up" the savings from the legal entity level to the mine/complex level. (2/27/13) | 1113 savings by complex posted as 1.2.38.6 on 3/1/13. The other requested items do not exist at legal entity or mine/complex level. Complete |
| 11. Forecasted balance sheets by legal entity, mine and complex for FY'13-'16. (2/27/13) | Balance sheets forecast at consolidated level only. They are not available by legal entity, mine, or complex. Complete |
| 12. Forecasted PMO cash costs and expenses by legal entity, mine and complex for FY'13-'16. (2/27/13) | Balance sheets, which are required to get from expense item to cash cost, forecast at consolidated level only. They are not available by legal entity, mine, or complex. Previously provided P&L detail by mine/complex (1.2.25.6 – 12/19/12), which includes PMO expense detail at line 435. Complete |
| 13. 5 Year History of major CAPEX, Repairs & Maintenance by location. (2/27/13) | Posted 1.2.38.2 – 1.2.38.5 to data room on 3/1/13, which includes Capital Expenditure history from 2009-2012. Earlier Cap Ex history not readily available due to system conversion. Repair & Maintenance history by location is extremely voluminous. Scope of the request to be clarified during PwC site visit. |

Pg 13 of 14
3/xx/13 Status Report in Response to UMWA/PwC Information Requests

| PwC Request: | Status: |
|--|--|
| 14. Forecasted allocation of SG&A by legal entity, mine and complex for FY'13-'16. (2/27/13) | <p>Previously provided P&L detail by mine/complex (1.2.25.6 – 12/19/12), which includes SG&A expense detail at line 295.</p> <p>Complete</p> |
| 15. Forecasted ARO cash spend by legal entity, mine and complex for FY'13-'16. (2/27/13) | <p>Balance sheets, which are required to get from expense item to cash cost, forecast at consolidated level only. They are not available by legal entity, mine, or complex.</p> <p>Previously provided P&L detail by mine/complex (1.2.25.6 – 12/19/12), which includes ARO expense detail at line 284.</p> <p>Complete</p> |
| 16. PwC requested a site visit and provided a list of topics to be covered. (2/27/13) | <p>The company and AlixPartners had conference calls with PwC on 3/5/13 and 3/7/13 to discuss a site visit to the Charleston office for meeting and to two or three mines, and to discuss questions and topics provided by PwC.</p> <p>PwC agreed to provide additional questions in advance of scheduling dates for the visits to allow the company time to prepare responses and identify appropriate participants for the meetings.</p> |

3/xx/13 Status Report in Response to UMWA/PwC Information Requests

| PwC Request: | Status: |
|---|---|
| <p>17. Follow-up information from Mercer, including: (3/1/13)</p> <ul style="list-style-type: none"> • Prior retiree medical valuation reports for Patriot. Ideally, we would like the annual valuation reports since 1995. • Annual retiree medical claims per year since 1995 separately for pre-65 and ages 65+ (Medicare eligible). The paid claims should include claims for dependents categorized by their age during the year (under 65 versus 65+). • The number of retirees and dependents under age 65 and ages 65+ (dependents categorized by their own ages) for each year since 1995. • Actual Medicare Part D reimbursements during 2010, 2011, and 2012 and the number of Medicare Part D individuals who were in the data sent to CMS in the annual application for 2010, 2011, and 2012. • We understand that Patriot has an EGWP + Wrap plan for post-65 benefits. When was this first effective - 1/1/2012? • Are there any post-65 plans that were not Medicare advantage plans in 2012? 2013? | <p>Responsive documents provided via email from Mercer to PwC on 3/5/13; documents subsequently posted to the data room as 1.2.41.1 - 1.2.41.3 on 3/6/13.</p> <p>Complete</p> |

EXHIBIT 68

United Mine Workers of America

CECIL E. ROBERTS
INTERNATIONAL PRESIDENT



TELEPHONE
(703) 291-2420
FAX (703) 291-2451

UNITED MINE WORKERS' HEADQUARTERS
18354 QUANTICO GATEWAY DRIVE, SUITE 200

Triangle, VA

22172-1779

February 28, 2013

Mr. Bennett K. Hatfield
President and Chief Executive Officer
Patriot Coal
12312 Olive Boulevard, Suite 400
St. Louis, MO 63141

Dear Mr. Hatfield:

Your letter of February 19 and the documents enclosed therein do not provide the UMWA a meaningful counterproposal to our most recent offer of substantial wage and benefit concessions.

Our proposal of February 15 includes an historically unprecedented offer to relieve Patriot of its obligation to provide lifetime guaranteed healthcare to retirees--an obligation it and its predecessors have renewed for the nearly seventy years since the government and coal industry first promised our miners care for the serious health problems incurred from a lifetime of work in the mines. Our proposal is supported by a mechanism to fund the VEBA adequately while still allowing Patriot to emerge from bankruptcy. We included precise dollar amounts forecasted for adequate funding of the VEBA, a detailed explanation of the sources of such funding, and an in-depth description of a post-emergence capital structure and unsecured creditor recoveries consistent with a plan to provide such funding. Unfortunately, none of these elements are included in your February 19 counterproposal.¹

Your February 19 counterproposal appears to have reflexively rejected our proposal as "unworkable," but provides almost nothing of substance in response, save a few relatively minor

¹ The slightly revised 1114 proposal you submitted on February 27 does not cure any of these defects.

tweaks to primarily non-economic items. By way of example, it offers an increase in the annual cap included in your profit-sharing proposal from \$40 to \$75 million even though Patriot admits that this proposal results in no contribution to the VEBA in the years 2013, 2014 and 2015 followed by an approximately \$2.5 million contribution in 2016. This lack of funding for the VEBA is plainly inadequate. We expect from you a proposal that contains details on proposed funding for the VEBA expressed in specific dollar amounts and an explanation of the sources of such funding, as we have given you. If valuation of the company or any particular creditor's claim is necessary to that endeavor, we encourage you and your analysts to complete such analyses promptly.

The UMWA will not be able to agree to an unfunded or inadequately funded VEBA. Execution of a section 1113 and 1114 agreement is contingent upon a shared understanding of the value and sources of cash and other contributions to the VEBA. I have enclosed with this letter a list of questions for you and your analysts, the answers to which I hope will serve as a catalyst for productive negotiations going forward.

Sincerely,

A handwritten signature in black ink that reads "Cecil E. Roberts". The signature is written in a cursive, slightly slanted style.

Cecil E. Roberts

QUESTIONS FOR 1113/1114 NEGOTIATIONS

1. Besides the \$15 million initial contribution and the \$2.8 million profit sharing contribution in 2016, what other specific dollar amounts will fund the VEBA? Note, if you assert the provision of specific amounts are contingent on a valuation of the company, shares in the company, a concession or a particular creditors' claim please provide your best estimate as to any such valuation and detailed support for any such estimate.
2. You have expressed that you share the UMWA's interest in making sure the VEBA is adequately funded. Under your most recent 1114 proposal (of Feb. 27) providing for a non-specific mechanism through which the UMWA can monetize its unsecured claim, what is the maximum total annual benefit payout the VEBA will support in each of the next 15 years? Please include a detailed explanation of the assumptions underlying your answer.
3. Assuming you were given all of the concessions you have proposed in your 1113 and 1114 proposal, what is the form and amount of equity that you envision going into the VEBA pursuant to the language in paragraph 5 on page 2 of your 1114 proposal?
4. Based on the Debtors business plan put forth in November, if all concessions were agreed to, what does Blackstone estimate as the value of the reorganized entity?

EXHIBIT 69

From: Mazzotti, Joseph [<mailto:jmazzotti@alixpartners.com>]
Sent: Friday, March 01, 2013 10:06 PM
To: adam.rosen@us.pwc.com <adam.rosen@us.pwc.com>
Cc: 'Art Traynor' <atraynor@umwa.org>; 'Hatfield, Ben' <BHatfield@patriotcoal.com>; bruce.m.buchanan@us.pwc.com <bruce.m.buchanan@us.pwc.com>; 'Buschmann, Mark' <Buschmann@Blackstone.com>; 'Lucha, Dale' <DLucha@patriotcoal.com>; 'Hartsog, Kent' <ehartsog@patriotcoal.com>; Moskowitz, Elliot; 'Grant Crandall' <gcrandall@umwa.org>; 'Huffard, Flip' <Huffard@Blackstone.com>; 'Bean, Joe' <JBean@patriotcoal.com>; 'Lushefski, Jack' <JLushefski@patriotcoal.com>; 'Judy Rivlin' <jrivlin@umwa.org>; Huebner, Marshall S.; Gehring, Andrew S.; 'Luna, Michael' <MLuna@patriotcoal.com>; perry.mandarino@us.pwc.com <perry.mandarino@us.pwc.com>; fp@previant.com <fp@previant.com>; Waller, Eric <EWaller@patriotcoal.com>; 'grobertson@hunton.com' <grobertson@hunton.com>; Hiltz, Ken <KHiltz@alixpartners.com>
Subject: Status Update of PwC Data Request of 2/27/13

Adam,

Attached, please find a current status update for PwC's data request of 2/27/13.

Regards,

Joe Mazzotti

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Pg. 3 of 12
3/1/13 Status Report in Response to PwC 2/27/13 Data Request

| PwC Request: | Status: |
|--|--|
| 1. Access to life of mine plans for each mine | <ul style="list-style-type: none"> • Posted 1.2.38.1 to data room on 3/1/13, which includes current mine plan information consistent with five-year plan; additional mine plan maps have been posted as 1.2.38.7 on 3/1/13 • Company available to discuss further and answer questions during PwC site visit |
| 2. Process flow diagrams for all coal mines | <ul style="list-style-type: none"> • Process flow diagrams are not created for each coal mine • Posted 1.2.38.1 to data room on 3/1/13, which includes mine and complex level operational information • Company available to discuss further and answer questions during PwC site visit |
| 3. Historical performance of each mine including yields | <ul style="list-style-type: none"> • Historical P&L data previously provided by complex (1.2.6.5.8 – 12/21/12) and by mine (1.2.27.1 – 1/26/13; 1.2.33 – 2/20/13) • Raw and clean tons production previously provided (1.2.35 – 2/25/13); yields can be calculated from this data |
| 4. Current major equipment listing by mine (from the Operations & Maintenance Department) that includes asset serial no., manufacturer, model, and year of manufacture | <ul style="list-style-type: none"> • Fixed asset detail as of 5/31/12 (1.2.4.1 – 10/17/12) – includes equipment listing, serial number, and other descriptive information; this |

Pg 4 of 12
3/1/13 Status Report in Response to PwC 2/27/13 Data Request

| PwC Request: | Status: |
|---|--|
| | report provides the most readily available detail |
| 5. Overview of current Maintenance Programs for all major equipment types – for example predictive/preventative, reactive/breakdown | <ul style="list-style-type: none"> • Discuss during PwC site visit |
| 6. Identify the type of Maintenance Software or method used for tracking/predicting maintenance work | <ul style="list-style-type: none"> • System used is Maximo |
| 7. Identify any equipment Maintenance Programs that are performed by outside companies | <ul style="list-style-type: none"> • Discuss during PwC site visit |
| 8. Listing of major equipment which will be retired and/or replaced in the next 5 years | <ul style="list-style-type: none"> • Cap Ex plan detail (1.2.25.5 – 12/19/12) indicates whether planned Cap Ex is for necessary replacement |
| 9. Listing of major equipment which will be added to each mine over the next 5 years | <ul style="list-style-type: none"> • Detail on Cap Ex planned was previously provided in 1.2.20 (12/6/12), 1.2.25.5 (12/19/12), 1.2.28.1 (1/29/13), 1.2.29.1-3 (2/4/12) |
| 10. Breakdown of 1113 and 1114 savings by legal entity, mine and complex, including any analysis prepared that "rolls up" the savings from the legal entity level to the mine/complex level | <ul style="list-style-type: none"> • 1113 savings by complex posted as 1.2.38.6 on 3/1/13; other requested items do not exist at legal entity or mine/complex level |
| 11. Forecasted balance sheets by legal entity, mine and complex for FY'13-'16 | <ul style="list-style-type: none"> • Balance sheets forecast at consolidated level only; not available by legal entity, mine, or complex |
| 12. Forecasted PMO cash costs and expenses by legal entity, mine and complex for FY'13-'16 | <ul style="list-style-type: none"> • Balance sheets forecast (required to get from expense item to cash cost) at consolidated level only; not available by legal entity, mine, or |

| PwC Request: | Status: |
|---|---|
| | complex <ul style="list-style-type: none"> • P&L detail by mine/complex (1.2.25.6 - 12/19/12) includes PMO expense detail at line 435 |
| 13. 5 Year History of major CAPEX, Repairs & Maintenance by location | <ul style="list-style-type: none"> • Posted 1.2.38.2-5 to data room on 3/1/13, which includes Capital Expenditure history from 2009-2012 • Earlier Cap Ex history not readily available due to system conversion • Repair & Maintenance history by location is extremely voluminous; will discuss available data during site visit to clarify scope of request |
| 14. Forecasted allocation of SG&A by legal entity, mine and complex for FY'13-'16 | <ul style="list-style-type: none"> • P&L detail by mine/complex (1.2.25.6 - 12/19/12) includes SG&A expense detail at line 295 |
| 15. Forecasted ARO cash spend by legal entity, mine and complex for FY'13-'16 | <ul style="list-style-type: none"> • Balance sheets forecast (required to get from expense item to cash cost) at consolidated level only; not available by legal entity, mine, or complex • P&L detail by mine/complex (1.2.25.6 - 12/19/12) includes ARO expense detail at line 284 |

From: Mazzotti, Joseph <jmazzotti@alixpartners.com>
Sent: Friday, March 01, 2013 12:59 PM
To: adam.rosen@us.pwc.com
Cc: 'Art Traynor'; 'Hatfield, Ben'; bruce.m.buchanan@us.pwc.com; 'Buschmann, Mark'; 'Lucha, Dale'; 'Hartsog, Kent'; Moskowitz, Elliot; 'Grant Crandall'; 'Huffard, Flip'; 'Bean, Joe'; 'Lusheski, Jack'; 'Judy Rivlin'; Huebner, Marshall S.; Gehring, Andrew S.; 'Luna, Michael'; perry.mandarino@us.pwc.com; fp@previant.com; Waller, Eric; 'grobertson@hunton.com'; Hiltz, Ken
Subject: Status Update of Patriot Data Requests of the UMWA and PwC
Attachments: 3-1-13 Status Report for Patriot requests of UMWA and PwC.pdf

Adam,

Attached, please find a current status update for Patriot data requests of the UMWA and PwC.

Regards,

Joe Mazzotti

AlixPartners | 2000 Town Center, Suite 2400 | Southfield, MI 48075
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3/1/13 Status Report for Patriot Information Requests of the UMWA

| Patriot Request: | Status: |
|---|---|
| <p>1 Patriot asked the UMWA to provide its market analysis regarding potential coal sales into the future. (1/31/13; 2/5/13; 2/15/2013; 2/19/13)</p> | <p>Open</p> <p>The UMWA advised during the 2/19/2013 meeting that PwC is still working on this information but would provide the market forecast detail during the week of 2/18/13.</p> |
| <p>2 Patriot asked the UMWA to provide any information that the UMWA has obtained with respect to the value of additional tonnage produced by concessions offered by the Union (1/31/13) and to provide backup data for the total savings expectations set forth in the February 5, 2013 counterproposal, and in particular the supporting documentation for the savings expectations set forth in items 1 through 4 of subpart C "Scheduling Flexibility to Allow Increased Production." (2/5/13; 2/19/13)</p> <p><u>Related</u></p> <p>Detail on the underlying assumptions for the margin information in the UMWA's counterproposal. (2/15/13)</p> | <p>Partially Complete</p> <p>The UMWA agreed at the 2/19/13 meeting to provide additional documentation concerning the assumptions underlying PwC's estimated savings incurred through scheduling flexibility and other items set forth in the UMWA's 1113 proposal. Outstanding items include the following:</p> <ul style="list-style-type: none"> • Detail regarding the support, assumptions, and calculations underlying the wage freeze. • Detail regarding the support, assumptions, and calculations underlying the 10-hour shifts. • Explanation of where the provided quantification of the elimination of daily overtime is included in the counterproposal |

3/1/13 Status Report for Patriot Information Requests of the UMWA

| Patriot Request: | Status: |
|---|--|
| <p>3 Patriot asked the UMWA to coordinate with the Funds to form a view of the amount of Patriot's pension withdrawal liability. (1/31/13)</p> | <p>Partially Complete</p> <p>At the 2/15/13 meeting, the parties agreed that additional discussions should be held between the Funds, PwC, and Blackstone to ascertain whether the Fund withdrawal liability could be reduced by calculating the liability as the net present value of \$23 million over 30 years.</p> |
| <p>4 Patriot asked the UMWA to share information for medical cost savings for active employees set forth in subpart D of the UMWA's February 5, 2013 counterproposal. (2/5/13)</p> | <p>Incomplete</p> <p>Although the UMWA has provided some information, it has not provided specifics on the savings contemplated by the UMWA's proposal or details with respect to how it proposes to change the current plan.</p> |
| <p>5 Patriot asked the UMWA to share PwC's estimate of the savings incurred by the requirement for an employee's spouse to use their own health insurance. (2/5/13)</p> | <p>Incomplete</p> <p>The document provided by PwC on 2/21/13 does not set forth the detail of the proposed savings to the company by implementing this requirement.</p> |
| <p>6 A response from PwC to Mercer's analysis of the UMWA's claim using PwCs' assumptions. (2/19/13)</p> | <p>Open</p> |
| <p>7 Support for the assertion that employees will not obtain certain benefits from the healthcare exchanges that Patriot anticipates, such as a prohibition on employer premium reimbursement. (2/19/13)</p> | <p>Open</p> |

3/1/13 Status Report for Patriot Information Requests of the UMWA

| Patriot Request: | Status: |
|---|----------------|
| 8 True and accurate copies of all collective bargaining agreements, including agreements with non-bituminous coal operators, that were entered by the UMWA: a) during the effective period of the 2007 NBCWA, including, without limitation any agreement with Murray Energy Corporation and its subsidiaries and affiliates, and b) during the effective period of the 2011 NBCWA that were executed subsequent to the effective date of the 2011 NBCWA. (2/28/13) | Open |
| 9 All e-mails, draft documents, notes, and other documentation that are relevant to Peabody's assumption of responsibility for the benefits of retirees under the NBCWA Individual Employer Plan Liabilities Assumption Agreement dated October 22, 2007, including but not limited to all such documents pertaining to the Acknowledgement and Assent dated August 14, 2007. (2/29/13) | Open |

Pg. 10 of 12
3/1/13 Status Report for Patriot Information Requests of PwC

| Patriot Request: | Status: |
|--|---|
| <p>1 Please provide any support for the following statements contained in Cecil E. Roberts' letter dated January 8, 2013: (1/11/13)</p> <p>a) Patriot has "overstated the severity of [its] temporary liquidity problem";</p> <p>b) Patriot's "model uses coal pricing projections that [its] own analysts have admitted are overly conservative, overestimates certain expenses and fails to account for recoveries in existing and anticipated litigation";</p> <p>c) Patriot has "a management to hourly employee ratio out of line with other unionized coal companies operating in similar conditions"; and</p> <p>d) Emergence from bankruptcy in June of 2013 would "save \$50 million in otherwise needlessly wasted professionals' fees and other costs."</p> | <p>Partially Complete</p> <p>The UMWA agreed to provide additional coal market pricing information on item 1(b). The UMWA identified the study underlying its assertion on item 1(c), but will follow up to ascertain whether a copy of the study can be provided. Items 1(a). and 1(d) are complete.</p> |
| <p>2 Please provide estimates of the savings Patriot would realize if the UMWA's January 8, 2013 counterproposals were implemented from 2013 to 2016, accompanied by supporting assumptions, calculations, and documentation. (1/11/13; 2/19/13)</p> | <p>Open</p> <p>No information responsive to this request has been provided.</p> |
| <p>3 By mining complex, please provide the assumptions, calculations, and documentation used to support the savings estimates in Section IV.A of the counterproposals. (1/11/13; 2/19/13)</p> | <p>Open</p> <p>No information responsive to this request has been provided.</p> |
| <p>4 By mining complex, please provide the assumptions, calculations, and documentation used to support the projections in Section IV.B.1 of the counterproposals for Additional Tons Produced and Total Incremental Revenue for the years 2013 to 2016. (1/11/13; 2/19/13)</p> | <p>Open</p> <p>No information responsive to this request has been provided.</p> |

Pg. 11 of 12
3/1/13 Status Report for Patriot Information Requests of PwC

| Patriot Request: | Status: |
|--|---|
| 5 Please explain how the scheduling flexibility proposed in Section IV.B of the counterproposals differs from the current scheduling flexibility provided in Appendix C – Alternative Schedules of the existing Coal Wage Agreements. (1/11/13) | Complete |
| 6 Please explain the proposal in Section IV.D.1. (1/11/13) <ul style="list-style-type: none"> a) Is the UMWA proposing to replace the current benefit plan with a generic-only formulary and to eliminate the brand-name formulary? b) If so, please provide details about how the benefit plan will work, including answers to the following questions: <ul style="list-style-type: none"> i) Will all generic drugs be included in the formulary, or will some generic drugs be considered non-formulary? ii) If some generic drugs will be excluded from the formulary, please provide a list of specific drugs that will be excluded. iii) What copays will apply (PPL, non-PPL)? iv) If a brand-name drug is not approved for medical necessity, will the member pay the full cost of the drug? v) Will traditional Step Therapy (where a member is required to try a generic first before the brand is approved) still apply? c) If the UMWA is not proposing to replace the current benefit plan with a generic-only formulary, how does the proposal coordinate with the current plan, which provides that, for formulary brands, members pay the copay plus the cost difference between the brand and the generic, and that, for non-formulary alternatives, members pay the copay plus the cost difference between the alternative and the generic plus an additional surcharge (\$7.50 for the second fill and \$15 for all additional fills)? Please provide specific claim examples. | Partially complete <p>The UMWA responded on 2/14/13 that items 6(b)(i) and 6(b)(ii) are open to discussion pending review by a Pharmacy Expert; therefore no responsive information has been provided to 6(b)(i) and no list has been provided in response to 6(b)(ii).</p> <p>The offered response to item 6(b)(iv) is not complete. Under the UMWA's proposal, will the copays or the full cost of the drug be paid? Does the information reflect applicable copays, and do the copays apply to both PPL and non-PPL?</p> <p>Although the UMWA provided several examples in its 2/14/13 response to item 6(c), the response does not explain how the UMWA's proposal coordinates with the current plan.</p> |

Pg. 12 of 12
3/1/13 Status Report for Patriot Information Requests of PwC

| Patriot Request: | Status: |
|--|----------------|
| <p>7 Regarding the proposal in Section IV.D.4: (1/11/13)</p> <p>a) Please provide information, including all supporting documentation, regarding the cost savings the UMWA Funds have achieved through the adoption of their durable equipment network.</p> <p>b) Please provide a list of durable equipment providers included in the UMWA Funds durable equipment network.</p> <p>c) For pre-Medicare benefits, please provide details about the expected savings the UMWA Funds network will provide. Specifically, please provide the network discount percentage to be applied to submitted charges.</p> <p>d) For Medicare beneficiaries, please provide network discounts for hearing aids.</p> | Complete |
| <p>8 a) Please provide any support for the statement in Section IV.E of the counterproposals that “the unionized sites[] such as Federal 2 and Hobet 21 [have] consistently outperform[ed] the non operations such as Freedom and Patriot Surface Mine.”</p> <p>b) Please explain the meaning of “outperform” as used in this context. (1/11/13)</p> | Complete |
| <p>9 Please provide a detailed list of drugs that will be excluded from the UMWA’s proposed formulary that supports the \$1.6 million savings in 2013 as set forth in the UMWA’s counterproposal. (2/28/13)</p> | Open |
| <p>10 Please provide the UMWA’s DME network discount rate and any supporting documentation. (2/27/13)</p> | Open |

EXHIBIT 70

From: adam.rosen@us.pwc.com [<mailto:adam.rosen@us.pwc.com>]

Sent: Friday, March 08, 2013 2:59 PM

To: jmazzotti@alixpartners.com

Cc: Gehring, Andrew S.; 'Art Traynor'; 'Hatfield, Ben'; bruce.m.buchanan@us.pwc.com; 'Buschmann, Mark'; 'Lucha, Dale'; 'Hartsog, Kent'; Moskowitz, Elliot; Waller, Eric; fp@previant.com; 'Grant Crandall'; 'grobertson@hunton.com'; 'Huffard, Flip'; 'Bean, Joe'; 'Lushefski, Jack'; 'Judy Rivlin'; Hiltz, Ken; Huebner, Marshall S.; 'Luna, Michael'; perry.mandarino@us.pwc.com

Subject: Re: Status Update of PwC Data Request of 2/27/13

Joe,

Attached please find current status reports for the Debtors' diligence requests.

Please let me know if you have any questions.

Best,
Adam

Adam M. Rosen

PwC
Office: 646.471.7763 | Mobile: 973.768.8177
Email: adam.rosen@us.pwc.com
PricewaterhouseCoopers LLP
300 Madison Avenue, New York, NY 10021
<http://www.pwc.com/us>

Patriot Information and Data Request List

| # | Request | Status/Response |
|---|--|---|
| 1 | Patriot asked the UMWA to provide its market analysis regarding potential coal sales into the future | As discussed at the bargaining session on 3/4, the UMWA/PwC are working to prepare a market analysis. As soon as the analysis is complete and disclosure issues have been resolved, we will distribute the analysis. |
| 2 | Patriot asked the UMWA to provide any information that the UMWA has obtained with respect to the value of additional tonnage produced by concessions offered by the Union (1/31/13) and to provide backup data for the total savings expectations set forth in the February 5, 2013 counterproposal, and in particular the supporting documentation for the savings expectations set forth in items 1 through 4 of subpart C "Scheduling Flexibility to Allow Increased Production." | Complete. All schedules used in connection with this request have been provided to Blackstone and Alix pursuant to emails on 2/20, 2/21, 2/27 and 2/28. |
| 3 | | |
| 4 | Patriot asked the UMWA to share information for medical cost savings for active employees set forth in subpart D of the UMWA's February 5, 2013 counterproposal. | Explanation of the calculation was provided to Blackstone on 2/21. Additionally, PwC spoke with Blackstone on 2/27/13 to answer certain follow-up questions on medical cost savings included in the 2/5/13 counterproposal. |
| 5 | Patriot asked the UMWA to share PwC's estimate of the savings incurred by the requirement for an employee's spouse to use their own health insurance. | Explanation of the calculation was provided to Blackstone on 2/21. |
| 6 | A response from PwC to Mercer's analysis of the UMWA's claim using PwCs' assumptions | Part of the information needed for PwC to complete this analysis was provided by Mercer on 3/5/13. PwC is currently reviewing the Mercer response and corresponding information. |
| 7 | Support for the assertion that employees will not obtain certain benefits from the healthcare exchanges that Patriot anticipates, such as a prohibition on employer premium reimbursement. | <p>The UMWA has requested support for the assertion that employees will obtain benefits from healthcare exchanges, specifically as to what benefits will not be provided. This request of the Debtors is still outstanding.</p> <p>This item was first formally requested in your 3/1/13 status update. The UMWA is looking into and will be working to provide a response.</p> |
| 8 | <p>True and accurate copies of all collective bargaining agreements, including agreements with non-bituminous coal operators, that were entered by the UMWA:</p> <p>a) during the effective period of the 2007 NBCWA, including, without limitation any agreement with Murray Energy Corporation and its subsidiaries and</p> | This item was first formally requested in your 3/1/13 status update. The UMWA is looking into and will be working to provide a response. |

affiliates, and

b) during the effective period of the 2011 NBCWA that were executed subsequent to the effective date of the 2011 NBCWA.

- 9 All e-mails, draft documents, notes, and other documentation that are relevant to Peabody's assumption of responsibility for the benefits of retirees under the NBCWA Individual Employer Plan Liabilities Assumption Agreement dated October 22, 2007, including but not limited to all such documents pertaining to the Acknowledgement and Assent dated August 14, 2007. This item was first formally requested in your 3/1/13 status update. The UMWA is looking into and will be working to provide a response.

Patriot Information and Data Request List

| # | Request | Status/Response |
|---|---|--|
| 1 | <p>Please provide any support for the following statements contained in Cecil E. Roberts' letter dated January 8, 2013:</p> <ul style="list-style-type: none"> a) Patriot has "overstated the severity of [its] temporary liquidity problem"; b) Patriot's "model uses coal pricing projections that [its] own analysts have admitted are overly conservative, overestimates certain expenses and fails to account for recoveries in existing and anticipated litigation"; c) Patriot has "a management to hourly employee ratio out of line with other unionized coal companies operating in similar conditions"; and d) Emergence from bankruptcy in June of 2013 would "save \$50 million in otherwise needlessly wasted professionals' fees and other costs." | <p>1A and D are complete</p> <p>1B: Complete. Answer was provided in diligence status report to Alix on 1/18</p> <p>1C: The UMWA provided the primary source of this information in an e-mail to the Debtors on February 16th and provided the benchmarking analysis to Blackstone on 2/28</p> |
| 2 | <p>Please provide estimates of the savings Patriot would realize if the UMWA's January 8, 2013 counterproposals were implemented from 2013 to 2016, accompanied by supporting assumptions, calculations, and documentation.</p> | <p>Complete. Information was provided to Blackstone and Alix pursuant to emails on 2/20, 2/21, 2/27 and 2/28</p> |
| 3 | <p>By mining complex, please provide the assumptions, calculations, and documentation used to support the savings estimates in Section IV.A of the counterproposals.</p> | <p>Complete. Information was provided to Blackstone and Alix pursuant to emails on 2/20, 2/21, 2/27 and 2/28. Additional supporting schedule is attached</p> |
| 4 | <p>By mining complex, please provide the assumptions, calculations, and documentation used to support the projections in Section IV.B.1 of the counterproposals for Additional Tons Produced and Total Incremental Revenue for the years 2013 to 2016.</p> | <p>Complete. Information was provided to Blackstone on 2/20</p> |
| 5 | <p>Please explain how the scheduling flexibility proposed in Section IV.B of the counterproposals differs from the current scheduling flexibility provided in Appendix C – Alternative Schedules of the existing Coal Wage Agreements.</p> | <p>Complete</p> |
| 6 | <p>Please explain the proposal in Section IV.D.1.</p> <ul style="list-style-type: none"> a) Is the UMWA proposing to replace the current benefit plan with a generic-only formulary and to eliminate the brand-name formulary? b) If so, please provide details about how the benefit plan will work, including answers to the following questions: <ul style="list-style-type: none"> i) Will all generic drugs be included in the formulary, or will some generic drugs be considered non-formulary? ii) If some generic drugs will be excluded from the formulary, please provide a list of specific drugs that will be excluded. iii) What copays will apply (PPL, non-PPL)? iv) If a brand-name drug is not approved for medical necessity, will the member pay the full cost of the drug? v) Will traditional Step Therapy (where a member is required to try a generic first before the brand is approved) still apply? c) If the UMWA is not proposing to replace the current benefit plan with a generic-only formulary, how does the proposal coordinate with the current plan, which provides that, for formulary brands, members pay the copay plus the cost difference between the brand and the generic, and that, for non-formulary alternatives, members pay the copay plus the cost difference between the alternative and the generic plus an additional surcharge (\$7.50 for the second fill and \$15 for all additional fills)? Please provide specific claim examples. | <p>The UMWA is looking into and will be working to provide responses to the follow-up questions and clarification contained in the 3/1/13 status report</p> |

| | | |
|----|---|--|
| 7 | <p>Regarding the proposal in Section IV.D.4:</p> <ol style="list-style-type: none"> Please provide information, including all supporting documentation, regarding the cost savings the UMWA Funds have achieved through the adoption of their durable equipment network. Please provide a list of durable equipment providers included in the UMWA Funds durable equipment network. For pre-Medicare benefits, please provide details about the expected savings the UMWA Funds network will provide. Specifically, please provide the network discount percentage to be applied to submitted charges. For Medicare beneficiaries, please provide network discounts for hearing aids. | Complete |
| 8 | <p>Please clarify the apparent conflict between the introductory language in Section IV.D that “[n]o provision in this section shall modify benefits for Coal Act retirees, surviving spouses or eligible dependents, with the sole exception of II.E.4, below” and the proposal in Section IV.D.5 to “adopt a PPL network to be applied to Coal Act beneficiaries.”</p> | Complete |
| 9 | <p>Does the UMWA intend the sixth proposal in Section IV.D (captioned “Retiree Medical Cost Savings”) to apply to active employees as well as retirees? It refers to “any plan sponsored by the employer of a spouse of an active employee or retiree.”</p> | Complete |
| 10 | <ol style="list-style-type: none"> Please provide any support for the statement in Section IV.E of the counterproposals that “the unionized sites[] such as Federal 2 and Hobet 21 [have] consistently outperform[ed] the non operations such as Freedom and Patriot Surface Mine.” Please explain the meaning of “outperform” as used in this context. | Complete |
| 11 | <p>Please provide a detailed list of drugs that will be excluded from the UMWA’s proposed formulary that supports the \$1.6 million savings in 2013 as set forth in the UMWA’s counterproposal.</p> | <p>This has been discussed during bargaining sessions and was first formally requested in your 3/1/13 status update. The UMWA is looking into and will be working to provide a response, which will incorporate Patriot’s proposed 2011 formulary drug exclusions, which were not implemented due to benefit plan restrictions. Our preliminary estimate of the value of these savings is \$1.6 million.</p> |
| 12 | <p>Please provide the UMWA’s DME network discount rate and any supporting documentation.</p> | <p>The UMWA agreed at the 3/4/13 bargaining session to join a request by Patriot to the UMWA Funds for the DME network discount rate and related information.</p> |

EXHIBIT 71



BENNETT K. HATFIELD
Chief Executive Officer
(304) 275-3638 (St. Louis)
(304) 380-0264 (Charleston)
(304) 380-0384 Fax
bhatfield@patriotcoal.com

March 13, 2013

Mr. Cecil E. Roberts
President
United Mine Workers of America
18354 Quantico Gateway Drive, Suite 200
Triangle, VA 22172

Via Fax (703) 291-2451 and First Class Mail

RE: Your Letter of February 28, 2013

Dear Mr. Roberts:

This letter is written in response to your letter dated February 28, 2013.

You write that the UMWA's February 15 proposal includes a "historically unprecedented offer to relieve Patriot of its obligation to provide lifetime guaranteed healthcare to retirees" and to transition the provision of retiree healthcare to a VEBA. While I appreciate that the UMWA has implicitly recognized that Patriot is unable to sustain such benefits and that a VEBA structure is appropriate, the UMWA's proposal does not afford Patriot any relief if it relies upon unrealistic assumptions of funding availability.

As we have discussed, the UMWA's VEBA proposal was conditioned on Patriot funding it with \$1 billion, including \$600 million in cash and a \$400 million interest bearing promissory note. These conditions, as well as the corporate governance aspects of the UMWA's proposal, made the VEBA proposed by the UMWA impossible to achieve in its suggested form.

As for your comments about the profit-sharing component of Patriot's proposal, the UMWA has repeatedly stated that the coal prices forecast in Patriot's business plan were too low, and that your market analysis indicates an earlier market recovery and higher pricing. While the UMWA may be performing its profit-sharing calculations using Patriot's business plan forecast, the contribution would be substantially greater if the UMWA uses its own assumptions regarding future coal pricing, which presumably you believe is the more accurate measure. I also note that we have asked several times for the UMWA to share its coal market forecast and still have not received that data.

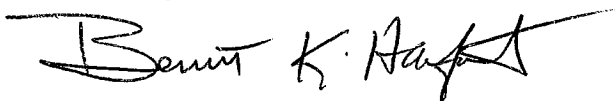
March 13, 2013

Page 2 of 2

With regard to the questions appended to your letter, as you know, on March 4, 2013, Patriot and its advisors from Blackstone made a multi-hour presentation to the UMWA regarding the UMWA's proposal and strategies for monetizing the UMWA's unsecured claim. The presentation included a discussion of illustrative recoveries with specific forecasts of dollar amounts that could be contributed to the VEBA based on various assumptions. This meeting, which was then followed with several informal discussions between our advisors, was directly responsive to the questions set forth in your letter.

As we have said at the bargaining table and in our other correspondence, Patriot needs to move forward in the absence of a negotiated resolution. We are burning cash at an unsustainable rate and require the changes set forth in our proposals to survive and preserve jobs. I look forward to our meeting on March 15, 2013 and I am hopeful we will be able to make progress even as Patriot proceeds in the Bankruptcy Court.

Sincerely,

A handwritten signature in black ink, appearing to read "Bennett K. Hatfield". The signature is stylized with a large, sweeping initial "B" and a long horizontal stroke extending to the right.

Bennett K. Hatfield