

# Exhibit A

Issued by the  
UNITED STATES DISTRICT COURT

EASTERN

DISTRICT OF

MISSOURI

Lowe et al.,

V.

Peabody Holding Company, LLC et al.

SUBPOENA IN A CIVIL CASE

Case Number:<sup>1</sup> 2:12-cv-06925

Matter Pending in USDC, Southern  
District of West Virginia (Charleston)

TO: Patriot Coal Corporation  
C/O CT Corporation System  
120 S. Central Ave., Suite 400  
St. Louis, MO 63105

YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY

COURTROOM

DATE AND TIME

YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION

DATE AND TIME

YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

Documents and electronically stored information described in Attachment A.

PLACE

Armstrong Teasdale LLP, Attention Steven Cousins, 7700 Forsyth Blvd.,  
Suite 1800, St. Louis, MO 63105

DATE AND TIME

9/6/2013 10:00 am

YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES

DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)

DATE



Attorney for Peabody Holding Company, LLC

8/7/13

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER

Steven Cousins, Armstrong Teasdale LLP, 7700 Forsyth Blvd., Suite 1800, St. Louis, MO 63105  
314-621-5070

(See Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), on next page)

<sup>1</sup> If action is pending in district other than district of issuance, state district under case number.

**PROOF OF SERVICE**

DATE	PLACE
<b>SERVED</b>	
SERVED ON (PRINT NAME)	MANNER OF SERVICE
SERVED BY (PRINT NAME)	TITLE

**DECLARATION OF SERVER**

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on	DATE	SIGNATURE OF SERVER
		ADDRESS OF SERVER

**Rule 45, Federal Rules of Civil Procedure, Subdivisions (c), (d), and (e), as amended on December 1, 2006:**

**(c) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.**

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection, copying, testing, or sampling of designated electronically stored information, books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d)(2) of this rule, a person commanded to produce and permit inspection, copying, testing, or sampling may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to producing any or all of the designated materials or inspection of the premises — or to producing electronically stored information in the form or forms requested. If objection is made, the party serving the subpoena shall not be entitled to inspect, copy, test, or sample the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production, inspection, copying, testing, or sampling. Such an order to compel shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection, copying, testing, or sampling commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

- (i) fails to allow reasonable time for compliance;
  - (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held;
  - (iii) requires disclosure of privileged or other protected matter and no exception or waiver applies; or
  - (iv) subjects a person to undue burden.
- (B) If a subpoena
- (i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
  - (ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
  - (iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject

to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

**(d) DUTIES IN RESPONDING TO SUBPOENA.**

(1) (A) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(B) If a subpoena does not specify the form or forms for producing electronically stored information, a person responding to a subpoena must produce the information in a form or forms in which the person ordinarily maintains it or in a form or forms that are reasonably usable.

(C) A person responding to a subpoena need not produce the same electronically stored information in more than one form.

(D) A person responding to a subpoena need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or to quash, the person from whom discovery is sought must show that the information sought is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) (A) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial-preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

(B) If information is produced in response to a subpoena that is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has and may not use or disclose the information until the claim is resolved. A receiving party may promptly present the information to the court under seal for a determination of the claim. If the receiving party disclosed the information before being notified, it must take reasonable steps to retrieve it. The person who produced the information must preserve the information until the claim is resolved.

(e) **CONTEMPT.** Failure of any person without adequate excuse to obey a subpoena served upon that person may be deemed a contempt of the court from which the subpoena issued. An adequate cause for failure to obey exists when a subpoena purports to require a nonparty to attend or produce at a place not within the limits provided by clause (ii) of subparagraph (c)(3)(A).

## **ATTACHMENT A**

Defendants Peabody Holding Company, LLC and Peabody Energy Corporation (together "Peabody") submit the following document requests pursuant to Rule 45 of the Federal Rules of Civil Procedure. Unless otherwise specified, the time period for all requests is January 1, 2007 to the present.

### **DEFINITIONS**

1. "Peabody Defendants" means Peabody.
2. "Communication" means any transmittal of information (in the form of facts, ideas, inquiries, photographs, drawings, or otherwise), and a document request for "communications" includes, but is not limited to, correspondence, telexes, facsimile transmissions, telecopies, electronic mail ("email"), all attachments and enclosures thereto, recordings in any medium of oral communications, telephone logs, message logs, and notes and memoranda concerning written or oral communications, and any translations thereof.
3. "Document" shall be used in the broadest sense and includes, but is not limited to, the following items, whether printed or recorded or reproduced by any other mechanical process, or written or produced by hand, and whether sent or received or neither, and further includes any and every manner of information recordation, storage, transmission, or retrieval, including, but not limited to (a) typing, handwriting, printing, or any other form of writing or marking on paper or other material; (b) tape recordings, microfilms, microfiche, and photocopies; and (c) any electronic, magnetic, or electromagnetic means of information storage and/or retrieval, including, but not limited to, electronic mail and responsive attachments, optical storage media, computer memory chips, computer tapes, hard disks, compact discs, floppy disks, and any other storage medium used in connection with electronic data processing (together with the programming

instructions and all other material necessary to understand or to use such tapes, disks, or other storage materials).

4. "Patriot" means Patriot Coal Corporation and any of its current and former subsidiaries.

5. "All," "each," and "any" shall be construed to mean all, each, every, and any, so as to be expansive as possible.

6. "Concerning" and "Relating to" mean concerning, relating to, referring to, reflecting, describing, involving, evidencing, constituting, or touching upon in any way, in whole or in part.

7. "2007 NBCWA" means the National Bituminous Coal Wage Agreement of 2007, as may have been amended.

8. "2011 NBCWA" means the National Bituminous Coal Wage Agreement of 2011, as may have been amended.

9. "Magnum" means Magnum Coal Company LLC, any of its current or former subsidiaries, and any predecessor entity or entities.

10. "Spinoff" or "Patriot Spinoff" means the transaction in October 2007 whereby Patriot was spun off from Peabody.

11. "UMWA" means the United Mine Workers of America, including all affiliates and locals.

#### **INSTRUCTIONS**

1. These requests for documents or communications are intended to encompass each and every nonidentical copy and draft of the documents or communications requested, as well as

all documents or communications which are in your actual or constructive possession, custody or control.

2. In producing documents or communications, all documents or communications that are physically attached to each other shall be produced in that form.

3. If a document or communication responsive to any request cannot be produced in full, it shall be produced to the extent possible with an explanation stating why production of the remainder is not possible.

4. Documents or communications that are segregated or separated from other documents or communications, whether by inclusion in binders, files, or sub-files or by the use of dividers, tabs, or any other method, shall be produced in that form.

5. Documents or communications shall be produced either in the manner and order in which they are maintained in the ordinary and usual course of business, or segregated and identified by the request to which they are primarily responsive.

6. For documents and communications kept in paper format, the following specifications should be used for their production:

a. Scanned images should be produced as single-page black-and-white TIFF files in group IV format imaged at 300 dpi except that any documents or communications containing color charts, pivot tables, maps or plats should be produced in JPG format.

b. Each filename must be unique and match the Bates number of the page. The filename should not contain any blank spaces and should be zero padded (for example ABC00000001).

c. Media may be delivered on CDs, DVDs, USB drives, or External USB hard drives. Each media volume should have its own unique name and a consistent naming convention (for example ZZZ001 or SMITH001).

d. Each delivery should be accompanied by an Opticon image link file (.OPT).

e. A delimited text file (.DAT) that contains available fielded data should also be included, and at a minimum include Beginning Bates Number, Ending Bates Number, and Number of Pages. The delimiters for that file should be the standard Concordance delimiters.

f. To the extent that documents or communications have been run through an Optical Character Recognition (OCR) software in the course of reviewing the documents or communications for production, full text should also be delivered for each document or communication. Text should be delivered on a document level and may be included in an appropriately formatted text file (.TXT) that is named to match the first Bates number of the document or communication.

7. For documents or communications that originated in electronic format, the following specifications should be used for their production:

a. Insofar as reasonably available, electronic documents or communications should be produced in such fashion as to identify the location (i.e., the network file folder, hard drive, backup tape, or other location) where the documents or communications are stored and, where applicable, the natural person in whose possession they were found, or on whose hardware device they reside or are stored. If the storage location was a file share or work group folder, that should be specified as well.

b. Attachments, enclosures, and/or exhibits to any parent documents or communications should also be produced and proximately referenced to the respective parent documents or communications containing the attachments, enclosures, and/or exhibits.

c. For standard documents, emails, and presentations originating in electronic form, documents should be produced as TIFF or JPG images, using the same specifications as set forth in Instruction 6 above, with the following additional terms: Provide a delimited text file (using the delimiters detailed in Instruction 10 below) containing the following extracted metadata fields if available: (i) Beginning Production Number; (ii) Ending Production Number; (iii) Beginning Attachment Range; (iv) Ending Attachment Range; (v) Custodian; (vi) Original Location Path; (vii) Email Folder Path; (viii) Document Type; (ix) Author; (x) File Name; (xi) File Size; (xii) MD5 Hash; (xiii) Date Last Modified; (xiv) Date Created; (xv) Date Last Accessed; (xvi) Date Sent; (xvii) Date Received; (xviii) Recipients; (xix) Copyees; (xx) Blind Copyees; (xxi) Email Subject; (xxii) Path to Native File. Extracted Text (not OCR Text) should be produced as separate .TXT files.

8. When converting electronically stored information from its native format into its production format: (a) all tracked changes shall be retained in the manner in which they existed when the file was collected; (b) OLE Embedded files shall not be extracted as separate documents; (c) author comments shall be retained in the manner in which they existed when the file was collected; (d) hidden columns and rows shall be retained in the manner in which they existed when the file was collected; (e) presenter notes shall be retained in the manner in which they existed when the file was collected; (f) auto-populated fields, with the exception of autopopulating "page number" fields, shall be replaced with text indicating the field name. For



example, auto-populating “date” fields shall be replaced with the text “DATE,” and autopopulating “file path” fields shall be replaced with the text “Path” (or other similar text).

9. With respect to documents or communications containing redacted text, no text will be provided for the redacted portion of the documents. OCR will be provided for the unredacted portions of the documents or communications.

10. Additional special processing of certain electronic documents will be as follows: Microsoft Excel spreadsheet files will not be converted to TIFF files and will be produced in native format and in the order that they were stored in the ordinary course of business. A placeholder TIFF image will be created bearing the legend, “DOCUMENT PRODUCED IN NATIVE FORMAT,” Bates numbered, and the produced Excel file will be renamed to match the Bates number on its corresponding placeholder page. The exception will be for redacted spreadsheets which will be produced in TIFF format as specified above. Images for the redacted spreadsheets will display the content in the same manner as if it were printed. The extractable metadata and text should be produced in the same manner as other documents that originated in electronic form.

11. Each request shall be interpreted independently without reference to any other request, unless a request specifically references a separate request.

12. Each document or communication shall be produced in its entirety.

13. Each of these requests is ongoing and if after an initial response, you discover additional responsive documents or communications, you must supplement your response with such documents or communications.

14. Unless otherwise specified, the time period for all requests is January 1, 2007 to the present.

15. To the extent that any documents or communications otherwise responsive to the requests below are deemed by Patriot to be protected by either attorney-client privilege or the work product doctrine, you must submit to the Peabody Defendants a privilege log identifying such documents or communications, including, but not limited to, identifying the sender, recipients, date and subject matter of the document or communication, as well as the basis for withholding the document.

### **REQUESTS FOR PRODUCTION**

1. All documents and communications related to the solvency of Patriot, including, but not limited to, any and all analysis conducted by Blackstone Advisors or any other financial advisor, bank, accounting firm or other professional advisor at any time after January 1, 2007.

2. All documents and communications related to Patriot's 2008 acquisition of Magnum, including, but not limited to any and all documents and communications regarding financial projections for Patriot subsequent to the Magnum acquisition or financial projections comparing Patriot's performance with and without the Magnum acquisition.

3. All valuations, fairness opinions, and documents reflecting financial projections or financial forecasting for Patriot.

4. All documents and communications related to any and all due diligence related to the Spinoff conducted on behalf of Patriot prior to the Spinoff.

5. All documents and communications related to coal pricing, including both actual and estimated prices per ton for all types of thermal and metallurgical coal mined and sold by Patriot at all times from October 22, 2007 to the present.

6. All documents and communications related to retiree health benefits provided by Patriot pursuant to the 2007 NBCWA, the 2011 NBCWA or any "me too" agreement generally

adopting the terms of either the 2007 NBCWA or the 2011 NBCWA, including, but not limited to, documents relating to the administration of retiree health benefits and to the costs of retiree health benefits.

7. All documents and communications related to the cost of Magnum's retiree health liabilities at any time from January 1, 2006 until its acquisition by Patriot.

8. All documents and communications related to any credit facility Patriot obtained in connection with the Spinoff, including, but not limited to, any financial information or financial projections relating thereto required from Patriot.

9. All documents and communications related to any credit facility Patriot obtained or amended subsequent to the Spinoff, including, but not limited to, any financial information or financial projections relating thereto required from Patriot.

10. All documents and communications regarding the actual, anticipated, planned, or projected uses of any funds obtained through any credit facility Patriot obtained in connection with the Spinoff or at any time subsequent to the Spinoff.

11. All documents and communications reflecting Patriot's liabilities and costs associated with selenium water treatment.

12. All documents and communications reflecting Patriot's liabilities and costs associated with complying with any Environmental Protection Agency regulations promulgated since October 22, 2007, including, but not limited to, regulations limiting air emissions of sulfur dioxide, nitrogen oxide, mercury and other pollutants.

13. All documents and communications related to Patriot idling mines, laying off workers or otherwise reducing production.

14. All documents and communications related to any financial impact on Patriot of standards implemented by state governments that mandate a specified percentage of electricity be attributable to renewable energy sources.

15. All documents and communications related to liabilities and costs to Patriot for environmental reclamation between October 22, 2007 and the present.

16. All documents and communications related to the coal supply agreements Patriot was a party to that were for terms greater than one year, including, but not limited to, all documents and communications reflecting whether or not those supply agreements were below market price.

17. All documents and communications regarding any of Patriot's customers who attempted to cancel or delay coal contracted for delivery under coal supply agreements in the first half of 2012.

18. All documents and communications relating to the default by Bridgehouse Commodities Trading Limited on its contractual obligations to purchase coal from Patriot, including, but not limited to, all documents that reflect the financial cost to Patriot of this default.

19. All documents and communications relating to the default by Keystone Industries LLC on its contractual obligations to purchase coal from Patriot, including, but not limited to, all documents that reflect the financial cost to Patriot of this default.

20. All documents and communications relating to Patriot's increased operating costs as a result of the increased staffing required as a result of government regulations.

21. All documents and communications relating to Patriot's increased operating costs as a result of the depletion of low-cost reserves.

22. All documents and communications relating to Patriot's increased operating costs as a result of increasingly stringent permitting requirements.

23. All documents and communications relating to Patriot's \$125 million accounts receivable securitization program.

24. All documents and communications concerning the book value, market value, or fair value of the assets or liabilities of Patriot and the calculation thereof, including as calculated under GAAP.

25. All consolidated or consolidating financial statements and unconsolidated financial statements, in each case including balance sheets and cash and income statements, concerning Patriot from October 31, 2007 to the present. This includes, but is not limited to, financial statements by entity and mine.

26. All documents and communications regarding any analysis, estimate, evaluation, appraisal, or projection concerning the entities that were to become Patriot as a result of the Spinoff. This includes but is not limited to analyses of revenue by coal type, revenue streams from coal and non-coal sources, intercompany revenue versus customer revenue, and breakdown of labor and operating costs; analyses of liabilities associated with each facility and each mine's permitted operating period and useful life; analyses or estimates of the value of proven and probable coal reserves and the commercial viability of mining such reserves; engineering reports for mining plans; environmental assessments; analyses of selenium-related issues; analyses of fixed assets or equipment; reports of leases and royalties; analyses or estimates of asset retirement obligations, recorded and unrecorded contingent liabilities, off balance sheet items, and impairments to or disposal of long-lived assets; and communications with auditors regarding the entities that were to become Patriot as a result of the Spinoff.

27. All documents and communications reflecting any projections, forecasts, or analyses, prepared or consulted in connection with the Spinoff, of the price of, supply of, or demand for coal produced in Northern Appalachia, Central Appalachia, Southern Appalachia, or the Illinois Basin (thermal or metallurgical), including, without limitation, any such analyses or projections of the impact of the price of natural gas, the percentage of U.S. electrical generation using coal, the volume of steel production, the volume of coke production, shipping prices or shipping price indices (such as the Baltic Dry Index), production capacity, exports, coal customer inventories, and environmental regulation on the price of, supply of, or demand for such coal.

28. All documents and communications, from October 22, 2007 through the present, containing information, analysis, or quantification regarding agreements by Patriot to supply coal to former Peabody customers.

29. All documents and communications concerning or relating to any solvency or capital adequacy analysis regarding Patriot or the Spinoff, including financial statements, balance sheets, financial projections, or other financial information referenced in or underlying any solvency opinion.

30. All communications with, documents prepared by or for, opinion letters of, or records reflecting due diligence performed by, any financial advisor, investment bank, auditor, lender, broker, consultant, or other professional retained by the entities that became Patriot as a result of the Spinoff in connection with the Spinoff.

31. All documents and communications, relating to the Road Show conducted by Patriot personnel in October 2007 in order to encourage new investors in anticipation of the Spinoff.

32. All documents and communications relating to any investor presentations after October 31, 2007.

33. All documents and communications reflecting the evaluation, negotiation, drafting, preparation, execution, or post-Spinoff interpretation of the agreements listed below:

- a. the Separation Agreement;
- b. the Coal Act Liability Assumption Agreement;
- c. the NBCWA Liability Assumption Agreement;
- d. the Administrative Services Agreement;
- e. the Transition Services Agreement;
- f. the Employee Matters Agreement;
- g. the Coal Supply Agreements;
- h. the Credit Agreement; and
- i. the Pledge and Security Agreement.

34. All documents and communications concerning any analysis, discussion, investigation, or evaluation, including actuarial analyses, present-value analyses, cost estimates or projections (including the cost of future contributions or potential withdrawal liability), and estimates of the annual current portion of Patriot's liabilities relating to:

- a. postretirement healthcare obligations under the NBCWA, predecessor agreements, or "me-too" agreements;
- b. pension obligations under the NBCWA, predecessor agreements including the UMWA 1950 Pension Plan, the UMWA 1974 Pension Plan, or "me-too" agreements;

- c. other obligations under the NBCWA, predecessor agreements, or “me-too” agreements;
- d. the Coal Industry Retiree Health Benefit Act of 1992;
- e. retiree healthcare and other obligations relating to the Surface Mining Control and Reclamation Act Amendment of 2006, the Combined Fund, the 1992 Benefit Fund, or the 1993 Benefit Fund;
- f. the Federal Black Lung Benefits Act, the Black Lung Benefits Revenue Act of 1977, or the Black Lung Benefits Reform Act of 1977;
- g. workers’ compensation;
- h. employees transferred to Patriot;
- i. retirees not covered by the Coal Act;
- j. the UMWA Cash Deferred Savings Plan and the Retiree Bonus Account Plan;
- k. any other plan under which retiree medical, life insurance, or pension benefits were provided to retirees, or promised to employees, of Patriot; and
- l. asset retirement obligations, including reclamation obligations under the Surface Mining Control and Reclamation Act of 1977 or any state law.

35. All documents and communications concerning any consideration or evaluation of retiree health liabilities of Patriot to be funded by Peabody under contractual arrangement, including any analysis of the amount of such liabilities that Peabody would fund and any communications with the UMWA or Peabody regarding the funding of retiree health liabilities.



36. With respect to all plans under which retiree medical benefits were provided to retirees, or promised to employees of Patriot during the period from October 22, 2007 through the present, all of the following: plan documents, summary plan descriptions, trust agreements for any related trusts, insurance contracts, service contracts with third party administrators, accountants' reports, valuations for purposes of FAS 106, other cost estimates or projections, collective bargaining agreements covering the provision of such benefits, special communications related to early retirement incentive programs and reductions in force, and any complaints relating to elimination or attempted changes to any such benefits filed in any state or federal court.

37. All documents and communications concerning the development, purposes, objectives, or incentive targets of any incentive plan, grant of stock options, or grant of restricted stock units provided for directors, officers, or employees of Patriot in connection with the Spinoff.

38. All communications between, or documents exchanged between, Patriot's senior managers, directors, and officers and Peabody regarding their employment, compensation, benefits, or indemnification following their hiring by Patriot.

39. All communications between, or documents exchanged between, Patriot's senior managers, directors, and officers regarding their employment, compensation, benefits or indemnification following their hiring by Patriot.

40. All presentations to the board of directors of Patriot, or any committee of the board of directors of Patriot, in connection with the Spinoff or Patriot's solvency, and all documents and communications regarding the preparation or development of such presentations.

41. All minutes of meetings of the board of directors of Patriot.

42. All minutes of meetings of any committee of the board of directors of Patriot.

43. All presentations to and minutes of Patriot's Finance Committee.

44. All documents and communications related to the negotiation of the 2011

NBCWA or any "me too" agreements.

45. All communications and documents relating to any fairness opinion, or valuation report associated with the acquisition of Magnum by Patriot.

46. All documents and communications related to Patriot's strategic plans, multi-year projections or annual budgets, including, but not limited to, all documents projecting or estimating or forecasting coal pricing.

47. All documents and communications related to any open market purchases of Patriot common stock by any Section 16 officers or directors reported to the SEC on Form 4 or 5 since the Spinoff.

48. All documents and communications regarding the financing of the Magnum acquisition, including, but not limited to, any reports prepared by outside consultants.

49. All documents and communications regarding coal supply contracts assumed as a result of the Magnum acquisition that were at any time subsequent to the transaction either below market price or below cost.

50. All notes created during negotiations with Peabody regarding any aspect of the Spinoff.

51. All documents and communications related to below market coal supply agreements acquired by Patriot as a result of the Spinoff or as a result of Patriot's acquisition of Magnum.

52. All documents and communications related to below cost coal supply agreements acquired by Patriot as a result of the Spinoff or as a result of Patriot's acquisition of Magnum.

53. All documents and communications with the UMWA regarding the impact on Patriot's solvency of the 2011 NBCWA or any "me too" agreements Patriot entered into after October 31, 2007.