

# Exhibit B

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

**In re:**

**PATRIOT COAL CORPORATION, *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 12-51502-659**

**(Jointly Administered)**

**DOCUMENT REQUESTS PURSUANT TO RULE 2004**

Pursuant to Federal Rule of Bankruptcy Procedure 2004 and the Order Granting in Part Motion of the Debtors and the Official Committee of Unsecured Creditors for Leave to Conduct Discovery of Peabody Energy Corporation Pursuant to Rule 2004 [D.I. 4114], Patriot Coal Corporation and its subsidiaries that are debtors and debtors in possession in these proceedings (collectively, the “**Debtors**”) and the Official Committee of Unsecured Creditors of Patriot Coal Corporation (the “**Committee**,” and together with the Debtors, the “**Estate Fiduciaries**”) propound the following request upon Peabody Energy Corporation for production of the documents described herein within 10 days to the offices of Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, NY 10017, and to the offices of Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036. Each of the following document requests is to be read and produced in accordance with the definitions and instructions set forth below.

---

<sup>1</sup> The Debtors are the entities listed on Schedule 1 attached to the Motion of the Debtors and the Official Committee of Unsecured Creditors for Leave to Conduct Discovery of Peabody Energy Corporation Pursuant to Rule 2004. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors’ chapter 11 petitions.

## **DEFINITIONS**

1. “Patriot” means Patriot Coal Corporation and each and any of its subsidiaries, including the Debtors in the above-captioned cases, and including any predecessor entities of Patriot Coal Corporation and/or any of its subsidiaries.
2. “Peabody” means each of Peabody Energy Corporation, its present and former parents, subsidiaries, predecessors, members, affiliated entities, joint ventures, agents, representatives, officers, executives, partners, directors, employees, advisors, accountants, attorneys, and all other persons acting, or who have acted, on its behalf or who are under its control.
3. “You” means “Peabody” and “your” means “Peabody’s.”
4. “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, 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), namely: contracts; agreements and understandings; communications, including intracompany communications; memos; statements; handwritten or other types of notes; correspondence;

telegrams; memoranda; notices; records; books; summaries, notes, or records of telephone conversations; summaries, notes or records of personal conversations or interviews; diaries; forecasts; statistical statements; accountants' work papers; graphs; charts; ledgers; journals; books or records of account; summaries of accounts; balance sheets; income statements; minutes or records of meetings or conferences; desk calendars; appointment books (including pocket appointment books); reports and/or summaries of interviews; reports and/or summaries of investigations; rough or scratch-pad notes; records, reports, or summaries of negotiations; studies; brochures; pamphlets; circulars; press releases; contracts; projections; drafts of any documents; working papers; marginal notations; doodlings; photographs; drawings; checks (front and back); invoices, bills of lading, and other commercial papers; tape or video recordings; computer printouts; data processing input and output; microfilms; check stubs or receipts; and any other document or writing of whatever description. As used herein, "document" means the original and any nonidentical copy. Handwritten notations of any kind on the original or any copy of a document render same nonidentical.

5. "Communication" means any transmittal of information (in the form of facts, ideas, inquiries, photographs, drawings, or otherwise), and a document request for "communications" includes 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.

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

7. “All,” “each,” and “any” shall be construed to mean all, each, every, and any, so as to be expansive as possible.

8. The connectives “and” and “or” shall be construed either disjunctively or conjunctively as necessary to bring within the scope of each document request all documents that might otherwise be construed to be outside of its scope.

9. The term “include,” or any derivative thereof, means including without limitation.

10. “1992 Benefit Fund” means the UMWA 1992 Benefit Fund.

11. “1993 Benefit Fund” means the UMWA 1993 Benefit Fund established under Section 9702(a) of the Coal Industry Retiree Health Benefit Act of 1992, 26 U.S.C. § 9702(a).

12. “American Electric Power Contract” means the contract or contracts referred to as “End Customer Contracts” in the Coal Supply Agreement between Coalsales II, LLC and Patriot Coal Sales LLC, dated October 22, 2007.

13. “Analysis” and “analyses” means any analysis whatsoever, including financial, economic, industry, investment, performance, risk, or other analyses whether in the form of narratives, models, or in any other form.

14. “Ancillary Agreement” means any “Ancillary Agreement” as defined in the Separation Agreement, and any capitalized Ancillary Agreement refers to the Ancillary Agreement so defined in the Separation Agreement.

15. “Combined Fund” means the UMWA Combined Benefit Fund established under Section 9702(a) of the Coal Industry Retiree Health Benefit Act of 1992, 26 U.S.C. 9702(a).

16. “Credit Agreement” means the Credit Agreement dated October 31, 2007 among Patriot, as borrower, the lenders party thereto, and Bank of America, N.A., as Administrative Agent, as amended, restated, supplemented, or otherwise modified from time to time.

17. “Duff & Phelps” means Duff & Phelps Corp. and its affiliates.
18. “Eastern Operations” refers to (i) any operations, reserves, or assets of Peabody or Patriot in either Appalachia or the Illinois Basin, or (ii) any asset of Peabody or any Peabody subsidiary that was actually distributed, or considered for distribution, as part of Patriot in the Spin-Off.
19. “Magnum” means Magnum Coal Company LLC, any of its current or former subsidiaries, and any predecessor entity.
20. “NBCWA” refers to the National Bituminous Coal Wage Agreement of 2007 and any successor agreement.
21. “Offering Materials” refers to registration statements, preliminary and final prospectuses, prospectus supplements, information statements, teasers, term sheets, presentations, summaries, reports, offering memoranda, and any other preliminary or final document used to market, solicit interest in or consent to, or otherwise describe the Spin-Off, the securities of Patriot, or any sale or other disposition of the Eastern Operations or any material portion of the entities, assets and liabilities ultimately included in the Spin-Off. The term shall include all drafts or preliminary versions of any of the foregoing.
22. “Petition Date” means July 9, 2012.
23. “Pledge and Security Agreement” means the Pledge and Security Agreement dated October 31, 2007, between Patriot, the grantors thereto, and Bank of America N.A. as Administrative Agent.
24. “Potential Eastern Spin-Off” means any potential transaction studied, analyzed, proposed, or considered by any person at Peabody involving the spinoff, divestiture, or other disposition of subsidiaries or assets of Peabody that included some or all of the Eastern

Operations. The term shall include, but shall not be limited to, the potential transactions referred to as “Project Gemini,” “Project Indian,” “Project Big East,” and “Project Little East.”

25. “Rating Agency” means Moody’s Investors Service, Inc. and its affiliates, Standard & Poor’s Ratings Services and its affiliates, Fitch Ratings and its affiliates, or any other nationally recognized statistical rating organizations.

26. “Revolving Credit Facility” means the revolving credit facility provided under the Credit Agreement.

27. “Separation Agreement” means the Separation Agreement, Plan of Reorganization and Distribution by and between Peabody Energy Corporation and Patriot Coal Corporation dated October 22, 2007.

28. “Spin-Off” refers to the Spin-Off Preparation and the transaction or series of transactions implemented through the Separation Agreement, the Ancillary Agreements, and other agreements, whereby Patriot was spun off from Peabody.

29. “Spin-Off Preparation” refers to the reorganization steps contemplated by Section 2.01 of the Separation Agreement and other transactions taken by Peabody for the purpose of preparing to spin-off or sell material assets.

30. “Tennessee Valley Authority Contract” means the “End Customer Contract” referred to in the Coal Supply Agreement between Coalsales, LLC and Patriot Coal Sales LLC, dated October 22, 2007.

31. “UMWA” means the United Mine Workers of America, including its locals, districts, and other affiliated entities.

## **INSTRUCTIONS**

1. Each request shall be construed independently and not with reference to any other request for documents or communications.

2. Each document or communication is to be produced in its entirety, without abbreviation, redaction, or limitation.

3. These requests for documents or communications are intended to encompass each and every nonidentical copy and draft of the documents requested, as well as all documents which are in your actual or constructive possession, custody, or control, or are available upon your request.

4. These requests for production shall be deemed to be continuing in character. If, after making an initial response to these requests, you obtain or discover any further information, documents, or communications responsive to these requests, or become aware that a response is inaccurate, incomplete, or misleading, you are required to seasonably supplement or amend your response.

5. In producing documents, all documents that are physically attached to each other shall be produced in that form. If a document 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. Documents that are segregated or separated from other documents, 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. Documents 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. You should produce documents or communications not otherwise responsive to this request if such documents or communications refer to, relate to, reflect, concern, or explain the documents or communications called for by the document request, or if such documents or communications are attached to documents or communications called for by the request.

7. If there are no documents or communications responsive to a particular request, you shall so state in writing.

8. If you object to any particular portion of any request herein, you are nevertheless required to produce documents in response to all other portions of such request as to which there is no objection.

9. If you assert a claim of attorney-client privilege, work product doctrine, or any other privilege or immunity with respect to any document request or portion thereof, the objection shall identify the nature of the privilege or immunity being claimed, and describe the nature of the documents not produced in a manner that will enable the Estate Fiduciaries to assess the claim of privilege or immunity, including: (a) the type of document (e.g., letter, memorandum, report); (b) the general subject matter of the document; (c) the date of the document; (d) the author(s) or sender(s) of the document; (e) the addressee(s) of the document; (f) each person who received a copy of the document; and (g) such other information as is necessary to identify the document.

10. If you maintain that any document or communication or any portion thereof responsive to any request herein has been discarded or destroyed in whole or in part, you shall produce the following information: (a) the date the document was discarded or destroyed; (b) the reason(s) the document was discarded or destroyed; (c) the person(s) who discarded or destroyed

the documents; and (d) where the document was maintained prior to it being discarded or destroyed.

11. Whenever necessary to bring within the scope of any document request that which might otherwise be construed to be outside the scope: (a) the use of any verb in any tense shall be construed as the use of that verb in all other tenses, and (b) the use of a word in its singular form shall be deemed to include within its use the plural form and vice versa.

12. For documents 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.
- 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 have been run through an Optical Character Recognition (OCR) software in the course of reviewing the documents for production, full text should also be delivered for each document. 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.

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

- a. Electronic documents 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 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 should also be produced and proximately referenced to the respective parent documents containing the attachments, enclosures, and/or exhibits.
- c. For standard documents, emails, and presentations originating in electronic form, documents should be produced as TIFF images using the same specifications as set forth in Instruction 12 above, with the following additional terms: Provide a delimited text file (using the delimiters detailed in Instruction 12 above) containing the following extracted metadata fields: (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.

14. 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 auto-populating “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 auto-populating “file path” fields shall be replaced with the text “Path” (or other similar text).

15. To the extent documents in a foreign language are produced, processing of such documents shall be Unicode-compliant.

16. With respect to documents 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.

17. 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, 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.

18. Upon review, the Estate Fiduciaries may ask for certain other documents and/or databases that were initially produced in their petrified (TIFF or PDF) format to be produced in their native format in the event that the petrified version is not reasonably usable. The Estate Fiduciaries will identify any such documents by Bates numbers. The documents should be produced in their unaltered native format with an accompanying text delimited text file (using the delimiters described in Instruction 12 above) that contains the following fields: (a) Beginning Production Number; (b) Ending Production Number; (c) Beginning Attachment Range; (d) Ending Attachment Range; (e) Path to Native File; (f) MD5 Hash Value.

19. Unless otherwise indicated, these requests cover the time period from January 1, 2005 to May 1, 2008.

20. The Estate Fiduciaries hereby reserve all rights to expand or supplement all requests for information and the documents and communications set forth herein.

### **REQUESTS FOR PRODUCTION**

1. All documents and communications concerning the development, planning, design, or structure of Patriot or the Spin-Off, or concerning the objectives, purposes or reasons for the Spin-Off.

2. All documents and communications concerning any Potential Eastern Spin-Off.

3. All documents and communications regarding the creation of new corporate entities, dissolution of existing corporate entities, or conversion of existing corporate entities to other corporate forms, and the transfer of land or coal reserves, equity in entities holding land or coal reserves, or other assets included in the Eastern Operations, to or from any Peabody subsidiary that was distributed or considered for distribution as part of Patriot in the Spin-Off.

4. All documents and communications concerning the consideration or selection of assets and liabilities to be included in Patriot, including any such documents or communications concerning such assets or liabilities that were ultimately retained by Peabody.

5. 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.

6. All documents and communications regarding any analysis, estimate, evaluation, appraisal, or projection concerning the Eastern Operations (including, but not limited to, those transferred to Patriot). 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 Eastern Operations.

7. All consolidated or consolidating financial statements and unconsolidated financial statements, in each case including balance sheets and cash and income statements, concerning the Eastern Operations for any period after January 1, 2002. This includes but is not limited to financial statements by mine and entity.

8. Documents sufficient to identify the operational role(s), including but not limited to reserve owner or mine operator, for each Patriot legal entity, in relation to Patriot mines and mine complexes.

9. Documents and communications sufficient to show projections, forecasts, or analyses, prepared or consulted in connection with the Spin-Off or analysis of any Potential Eastern Spin-Off, 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 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.

10. Documents and communications sufficient to show the historical contracted and spot sales of metallurgical and thermal coal produced at Eastern Operations.
11. All documents and communications concerning any proposed or actual leases of coal reserves between Peabody and any of its affiliates and Patriot and any of its affiliates.
12. All documents and communications, from January 1, 2005 through the present, containing information, analysis, or quantification regarding agreements by Patriot to supply coal to former Peabody customers.
13. For the period from January 1, 2007 to the Petition Date, all documents exchanged between, or communications between, Peabody and American Electric Power (and any of its affiliates) concerning Peabody's obligations under the American Electric Power Contract, including documentation of or correspondence regarding any change in pricing or Peabody's right to additional revenue under such contract.
14. For the period from January 1, 2007 to the Petition Date, all documents exchanged between, or communications between, Peabody and the Tennessee Valley Authority (and any of its affiliates) concerning Peabody's obligations under the Tennessee Valley Authority Contract, including documentation of or correspondence regarding any change in pricing or Peabody's right to additional revenue under such contract.
15. All documents and communications regarding any costs of the Spin-Off that were paid, or that were anticipated to be paid, by Patriot.
16. All financial projections or forecasts concerning Patriot, the Spin-Off, or any Potential Eastern Spin-Off concerning any period after January 1, 2005, including, but not limited to, projections or forecasts concerning the actual or anticipated financial impact of the

Spin-Off, the Separation Agreement, or any of the Ancillary Agreements, on either Peabody or Patriot.

17. All financial projections or forecasts for Peabody prepared from January 1, 2005 to May 1, 2008 and, in the case of projections or forecasts related to, affected by, or dependent upon contracts or dealings with Patriot, from January 1, 2005 to the present.

18. All documents and communications concerning or relating to any solvency or capital adequacy analysis regarding Patriot, the Spin-Off, or any Potential Eastern Spin-Off, whether issued by Duff & Phelps or any other person, including financial statements, balance sheets, financial projections, or other financial information referenced in or underlying any solvency opinion. This includes but is not limited to the following documents referenced on page 12 of the solvency opinion prepared by Duff & Phelps:

- a. Management-prepared audited and unaudited historical financial statements from 2002–2006 that presents Patriot’s historical performance on a stand-alone basis;
- b. Management-prepared pro-forma historical income statements for December 31, 2006 and six months ended June 30, 2007 and a pro-forma balance sheet ended June 30, 2007;
- c. Management’s base case forecast for Patriot for 2007–2011 as of August 29, 2007;
- d. Pro-forma schedule of liabilities (including contingent liabilities) and projected expense and cash requirements for “Legacy Liabilities” of Patriot after the spin-off;
- e. Management’s assumptions regarding projected coal prices and summarized projected coal prices from several industry organizations; and
- f. Management’s presentations to Peabody’s board of directors dated January 23, 2007, February 19, 2007, April 13, 2007, and July 31, 2007.

19. All non-privileged 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 Peabody or Patriot in connection with the Spin-Off, any Potential Eastern Spin-Off, any attempt to market or sell the Eastern Operations or any material portion of the entities, assets, and liabilities that were considered in relation to the Spin-Off.

20. All communications with, or documents exchanged with, the Securities and Exchange Commission, the New York Stock Exchange, or the Pension Benefit Guaranty Corporation regarding Patriot or the Spin-Off.

21. All documents and communications concerning any credit facility to be provided to Patriot in connection with the Spin-Off, including, but not limited to, documents and communications regarding the actual, anticipated, planned, or projected uses of any funds borrowed under such facility.

22. All documents and communications concerning the Offering Materials, the preparation of the Offering Materials, and any presentation or roadshow conducted in connection with the Spin-Off or any effort to market or sell the Eastern Operations or any material portion of the entities, assets, and liabilities ultimately included in the Spin-Off.

23. All documents and communications relating to any evaluation or analysis of whether any of the transfers made or obligations incurred in connection with the Spin-Off could be challenged or avoided as fraudulent conveyances under the Bankruptcy Code or state fraudulent conveyance law, or could otherwise create liability on the part of Peabody.

24. All documents and communications reflecting the evaluation, negotiation, drafting, preparation, execution, or post-Spin-Off interpretation of any agreement concerning any aspect of the Spin-Off, including, but not limited to, the agreements listed below, including a final, executed copy of each such agreement:

- a. the Separation Agreement;
- b. the Coal Act Liability Assumption Agreement;
- c. the NBCWA Liability Assumption Agreement;
- d. the Salaried Employee Liability Assumption agreement;
- e. the Administrative Services Agreement;
- f. the Transition Services Agreement;
- g. the Employee Matters Agreement;
- h. the Coal Supply Agreements
- i. the Real Property Agreements
- j. the Throughput and Storage Agreement;
- k. the Master Equipment Sublease Agreement;
- l. the Software License Agreement;
- m. the Common Interest Agreement;
- n. any other Ancillary Agreement relating to the Spin-Off;
- o. the Credit Agreement; and
- p. the Pledge and Security Agreement.

25. All documents and communications reflecting or relating to the accounting for, adjustments made on account of, or treatment of intercompany balances or intercompany liabilities in connection with the Spin-Off.

26. 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 Eastern Operations; and
- l. asset retirement obligations, including reclamation obligations under the Surface Mining Control and Reclamation Act of 1977 or any state law.

27. All documents and communications concerning any consideration or evaluation of liabilities of Patriot to be assumed by Peabody, including any analysis of the amount of such

liabilities that Peabody would assume and any communications with the UMWA or Patriot regarding the assumption of retirees' liabilities.

28. All documents and communications reflecting or relating to any guarantee by Peabody of any liability of Patriot.

29. With respect to all plans under which retiree medical or life insurance benefits were provided to retirees, or promised to employees, of Peabody or Patriot during the period from January 1, 1995 through December 31, 2007, 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.

30. 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 Spin-Off.

31. 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.

32. All tax returns of Peabody, private ruling requests, correspondence with or from the Internal Revenue Service, and any other draft or final documents and communications

relating to the tax impact of the Spin-Off on Patriot, including any tax liabilities that Patriot bore or was expected to bear in connection with the Spin-Off.

33. All documents and communications concerning any of Peabody's decisions pertaining to tax elections that had any effect on tax assets or liabilities of Patriot, including but not limited to Peabody's election decision regarding the installment sale method for eligible asset sales.

34. All documents and communications relating to any tax assets retained by Peabody that are related to Eastern Operations distributed as part of Patriot.

35. All documents and communications reflecting any analysis, investigation, or consideration by Peabody or Patriot, the board of directors of Peabody or Patriot, any committee of the board of directors of Peabody or Patriot, or any management committee of Patriot or Peabody of:

- a. the Spin-Off;
- b. any Potential Eastern Spin-Off;
- c. any sale of all or part of the Eastern Operations;
- d. any purchase of assets to be combined with the Eastern Operations;
- e. the Separation Agreement or the Ancillary Agreements;
- f. the financial condition of Patriot; and
- g. any solvency opinion rendered with respect to Patriot.

36. All presentations to the board of directors of Peabody or Patriot, or any committee of the board of directors of Peabody or Patriot, in connection with the Spin-Off or any Potential Eastern Spin-Off, including duplicate hard copies, and all documents and communications regarding the preparation or development of such presentations to either board.

37. All documents and communications relating to offers or potential offers for the acquisition, sale, or merger of any or all of the entities, assets, or liabilities comprising the Eastern Operations, including any communications with ArcLight Capital Partners or Magnum.

Dated: New York, New York  
June 10, 2013

DAVIS POLK & WARDWELL  
LLP

KRAMER LEVIN NAFTALIS &  
FRANKEL LLP

By: /s/ Michael J. Russano  
Marshall S. Huebner  
Elliot Moskowitz  
Brian M. Resnick  
Michael J. Russano  
450 Lexington Avenue  
New York, New York 10017  
Tel: (212) 450-4000  
Fax: (212) 607-7983

*Counsel to the Debtors  
and Debtors in Possession*

By: /s/ P. Bradley O'Neill  
Thomas Moers Mayer  
P. Bradley O'Neill  
1177 Avenue of the Americas  
New York, New York 10036  
Tel: (212) 715-9100  
Fax: (212) 715-8000

*Counsel for the Official Committee of  
Unsecured Creditors*