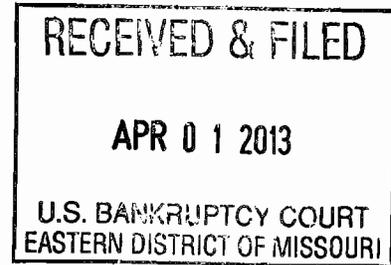


Lillian Clay
4820 Cicerone Rd.
Charleston, WV 25320
March 26, 2013



The Honorable Kathy A. Surratt-States
Re: Case No. 12-51502
Thomas F. Eagleton U.S. Courthouse
111 South 10th Street, 4th Floor
St. Louis, MO 63102

Honorable Judge Surratt-States

Webster defines **promise** as "One's pledge to another to do or not to do something specified; narrowly, a declaration which gives to the person to whom it is made, a right to expect or to claim the performance or forbearance of a specified act." He defines a **contract** as "An agreement, esp. one legally enforceable, between two or more persons to do or forbear something; a bargain; covenant." Your decision as to whether Patriot Coal can break its promise and break its contract to me and my husband and thousands like us should be NO, they can not. My husband was told that he would always have good healthcare coverage. This was **promised** by way of a **contract** between his union and Arch Coal of WV.

Why is Patriot filing for bankruptcy? Are we to believe that they did not know that there were outstanding financial obligations with the coal companies they absorbed? I do not believe they were that naive. I believe that this was a plan to break a promise. You have the opportunity, and in my opinion the legal and moral responsibility, to tell Patriot that they are responsible to maintain their financial obligation as defined in the contracts they inherited or signed themselves.

My husband's decision to retire was based on the provisions of his contract and health concerns. My decision to drop my insurance and assume his insurance was based upon the provisions of that contract. I, also, retired from teaching partially due to health concerns. It is too late for me to resume my former insurance. He has had two heart attacks and I am diabetic. Insurance for me was **promised** through Arch Coal. To envision life without our promised health coverage is unthinkable. Please, please do not let this happen.

Earnestly,

A handwritten signature in cursive script that reads "Lillian Clay".

Lillian Clay
BS, Math Education
MA, Education-Math
MS, Environmental Studies
National Board Certified, Education
(My mother's family was Sarrett, another spelling of Surratt)

RECEIVED + FILED

2013 APR -1 AM 10: 34

CLERK, US BANKRUPTCY COURT
EASTERN DISTRICT
ST. LOUIS, MISSOURI - MR

Lillian Clay
4820 Cicero Rd.
Charleston, WV 25320

CHARLESTON WV 253
26 MAR 2013 PM 11



The Honorable Kathy A. Surraff - Stater
Re: Case # 12-51502
Thomas F. Eagleton U.S. Courthouse
111 South 10th Street, 4th Floor
St. Louis, MO 63102

63102112599

