

To: Holders of Walter Energy, Inc.'s 9.50% Senior Secured Notes due in 2019, and Lenders under that certain Credit Agreement, dated as of April 1, 2011, with Walter Energy Inc., as U.S. Borrower, and the other parties thereto

Re: Modification of Maturity Date under Walter Energy, Inc.'s \$50,000,000 Senior Secured Superpriority Debtor-in-Possession Credit Agreement (the "***DIP Credit Agreement***")¹

TIME SENSITIVE:

Reference is made to the *Debtor's Notice of Filing DIP Credit Agreement* [Docket No. 1751] and the *Amended Order (A) Authorizing the Debtors to Obtain Senior Secured Postpetition Financing, (B) Authorizing Continued Postpetition Use of Cash Collateral, (C) Granting Adequate Protection to Prepetition Secured Parties and (D) Granting Related Relief* [Docket No. 1772], pursuant to which the Debtors filed a substantially final form of the DIP Credit Agreement and the Bankruptcy Court approved entry into such DIP Credit Agreement.

The Commitment Parties and the Borrower have mutually agreed to make a modification to the DIP Credit Agreement that was filed with the Bankruptcy Court, by amending the reference to "March 30, 2016" in the definition of "Maturity Date" to "April 1, 2016." Set forth below is the modification:

"Maturity Date" shall mean the earliest to occur of (a) February 29, 2016, which date may be extended with the consent of the Required Lenders and shall be extended automatically to match the Outside Date (under and as defined in the Asset Purchase Agreement) if such Outside Date is extended beyond February 29, 2016; provided that in no event shall the Maturity Date be extended, either with the consent of the Required Lenders or automatically, to a date that is later than ~~March 30~~April 1, 2016, (b) the acceleration of the Loans and termination of the Commitments pursuant to Section 11, (c) the consummation of any sale or other disposition of all or substantially all of the assets of the Debtors (including the consummation of the transactions contemplated by the Asset Purchase Agreement), and (d) the effective date of any chapter 11 plan of the Borrower or any other Debtor.

Please contact Kurtzman Carson Consultants LLC at (917) 281-4800 or via email at WalterEnergyDIP@kccllc.com with any questions.

¹ Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the DIP Credit Agreement.