



UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

)	
In re:)	Case No. 16-42529-399
)	
PEABODY ENERGY CORPORATION, <i>et al.</i> ,)	Chapter 11
)	
Reorganized Debtors.)	Jointly Administered
)	

**ORDER GRANTING UNITED STATES’
MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT**

This matter coming before the Court on the United States’ *Motion for Approval of Settlement Agreement* [Docket No. 3342] (the “Motion”)¹ pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §§ 9601-9675, Section 105 of Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”), 11 U.S.C. § 105, and Bankruptcy Rule 9019, Fed. R. Bankr. P. 9019, seeking entry of an order (this “Order”) approving the relief requested in the Motion; and this Court having received notice of the Proposed Settlement Agreement on July 14, 2017; and this Court having found that the United States published notice of the Proposed Settlement Agreement in the Federal Register on July 20, 2017; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the parties-in-interest; and this Court having found that the notice of the Motion and opportunity for a hearing on the Motion were

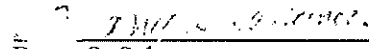
¹ Capitalized terms used but not otherwise defined herein shall bear their respective meanings in the Motion.



appropriate under the circumstances; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the Proposed Settlement Agreement is procedurally and substantively fair and reasonable, and consistent with the purposes of CERCLA; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court, after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED:**

1. The Motion is GRANTED as set forth herein;
2. The Proposed Settlement Agreement (a copy of which is attached hereto) is APPROVED and entered as a final judgment;
3. The Governments' Environmental Proofs of Claim, as listed in Paragraph 20 of the Proposed Settlement Agreement, are hereby resolved as provided in the Proposed Settlement Agreement;
4. The Proposed Settlement Agreement shall be implemented in accordance with its terms; AND
5. No later than two (2) business days after the date of the entry of this Order, the Claims and Noticing Agent shall serve a copy of the Order and shall file a certificate of service no later than 24 hours after service.

DATED: September 5, 2017
St. Louis, Missouri



Barry S. Schermer
United States Bankruptcy Judge



Order Submitted by:

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

In re:)	Case No. 16-42529-399
PEABODY ENERGY CORPORATION, <i>et al.</i> ,)	Chapter 11
Debtors.)	Jointly Administered

**SETTLEMENT AGREEMENT OF THE DEBTORS, GOLD FIELDS LIQUIDATING
TRUST, AND THE GOVERNMENTS**

I. RECITALS

WHEREAS, on March 17, 2017, the United States Bankruptcy Court for the Eastern District of Missouri Eastern Division (the “Bankruptcy Court”) entered an order (Docket No. 2763) (the “Confirmation Order”) confirming the Second Amended Joint Plan of Reorganization of Debtors and Debtors in Possession as Revised March 15, 2017 (in the form dated as of January 27, 2017 and included in the solicitation packages distributed to the creditors that were entitled to vote thereon, the “January 27 Plan”), as modified by the Modifications (as defined in the Confirmation Order) (together with the January 27 Plan and including the exhibits thereto, the “Plan”);

WHEREAS, the Confirmation Order (Order at 6) reflects the resolution of the Governments’ Plan Objection as described on the record of the Confirmation Hearing and in a Stipulation and Agreed Order (Docket No. 2761) (the “Agreed Order”);

WHEREAS, on March 17, 2017, this Court entered the Agreed Order (Docket No. 2761) by and among (i) Peabody Energy Corporation (“PEC”), on behalf of itself and its 152 debtor-affiliates, (collectively with PEC, the “Debtors,” or, when used in reference to such Debtors on or after the Effective Date, the “Reorganized Debtors”), (ii) the United States of America (the



“United States”), on behalf of (a) the Environmental Protection Agency (the “EPA”), and (b) the United States Department of the Interior (the “DOI”), (iii) the States of Illinois, Kansas, Missouri, Montana and Oklahoma (the “States”), (iv) the Eastern Shawnee Tribe of Oklahoma, (v) the Ottawa Tribe of Oklahoma, (vi) the Peoria Tribe of Indians of Oklahoma, (vii) the Seneca-Cayuga Nation, (viii) the Wyandotte Nation, (ix) the Miami Tribe of Oklahoma and (x) the Cherokee Nation ((iv) through (x), collectively, the “Seven Tribes,” and collectively with EPA, DOI and the States, the “Governments”) (Debtors, Gold Fields Liquidating Trust, and the Governments collectively, the “Parties”);

WHEREAS, the Agreed Order provides, inter alia, that a future settlement agreement or settlement agreements will provide for an allocation by site of various consideration including an Insurer Payment of \$12,000,000, a Tax Payment setoff of up to \$11,192,942, and a Debtor Payment of \$20,000,000;

WHEREAS, the Agreed Order further provides that the Insurer Payment and Debtor Payment shall initially be made to the Gold Fields Liquidating Trust and shall be held in trust exclusively for the benefit of the Governments and allocated and paid in accordance with the Agreed Order and future settlement agreement;

WHEREAS, the Agreed Order further provides that \$2 million of the Debtor Payment shall be paid to the Gold Fields Liquidating Trust for the American Zinc, Lead and Smelting Company Site (also referred to as the Caney Parcel or Caney Repository (“Caney Repository”)) in Kansas that is owned by the Gold Fields Liquidating Trust to be held in trust and used exclusively for response actions and operations and maintenance activities (“O&M”) at the Caney Parcel and used for no other purpose;



WHEREAS, in consideration of, and in exchange for, the promises and covenants herein, including, without limitation, the covenants set forth in Paragraphs 20 and 26, and subject to the provisions of Paragraphs 21-25, intending to be legally bound hereby, the Parties hereby agree to the terms and provisions of this Settlement Agreement;

WHEREAS, this Settlement Agreement is in the public interest and is an appropriate means of resolving these matters;

NOW, THEREFORE, upon the consent and agreement of the Parties to this Settlement Agreement by their attorneys, authorized officials and/or signatories, it is hereby agreed as follows:

II. DEFINITIONS

1. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in the Agreed Order, Confirmation Order, Plan, Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675, (“CERCLA”), other environmental laws or regulations or in the Bankruptcy Code shall have the meaning assigned to them therein. In addition, terms defined in the recitals shall have the meaning set forth therein. Whenever terms listed below are used in this Settlement Agreement, the following definitions shall apply:

- a. “BIA” means the DOI Bureau of Indian Affairs.
- b. “Day” means a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or Federal or State holiday, the period shall run until the close of business of the next working day.
- c. “Debtors’ Payment” means the \$20 million payment as provided in Paragraph N of the Agreed Order (Docket No. 2761) and as provided in Paragraph 5.a. of this Settlement Agreement.



d. “DOI NRDAR Fund” means the Natural Resource Damage Assessment and Restoration Fund.

e. “Effective Date” means the date on which this Settlement Agreement is approved by order of the Bankruptcy Court.

f. “FWS” means the DOI Fish and Wildlife Service.

g. “Gold Fields Liquidating Trust” has the meaning as defined in the Plan.

h. “Hazardous Substance Superfund” means the Hazardous Substance Superfund established pursuant to 26 U.S.C. § 9507.

i. “Insurer Payment” means the \$12,000,000 payment as provided in Paragraph K of the Agreed Order (Docket No. 2761) and as provided in Paragraph 5.b. of this Settlement Agreement.

j. “NPL” means the National Priorities List, 40 C.F.R. Part 300, Subpart L, Appendix B.

k. “RCRA” means the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901-6992(k).

l. “RIM” means Restoration Planning, Implementation, and Monitoring.

m. “Site” or “Sites” means the following sites:

1) “American Zinc, Lead and Smelting Company” or “AZLS” means the 5-acre portion of the Former American Zinc, Lead and Smelting Company Site in Montgomery County, Kansas also referred to as the “Caney Parcel” or the “Caney Repository” that was previously owned by Gold Fields Mining, LLC.

2) “Anderson Calhoun Mine and Mill” means the Anderson-Calhoun Mine and Mill Superfund Site in Stevens County, Washington.



3) "ASARCO Taylor Springs" means the ASARCO Taylor Springs Superfund Site in Montgomery County, Illinois.

4) "Bautsch Gray Mine" means the Bautsch Gray Mine Superfund Site in Jo Daviess County, Illinois.

5) "Caney Residential Yards" means the Caney Residential Yards Site in Montgomery County, Kansas.

6) "Carpenter-Snow Creek Mining District" means the Carpenter-Snow Creek Mining District Superfund Site in Cascade County, Montana.

7) "Cherokee County" means the Cherokee County Superfund Site in Cherokee County, Kansas.

8) "East La Harpe Smelter" means the East La Harpe Smelter Site in Allen County, Kansas.

9) "Grandview Mine and Mill" means the Grandview Mine and Mill Superfund Site in Pend Oreille County, Washington.

10) "Jasper County" means the Jasper County Superfund Site in Jasper County, Missouri, also known as the Oronogo/Duenweg Mining Belt Site.

11) "Klondyke Tailings Removal" means the Klondyke Tailings Removal Site in Graham County, Arizona.

12) "Old American Zinc Plant" means the Old American Zinc Plant Superfund Site in St. Clair County, Illinois.

13) "Tar Creek" means the Tar Creek Superfund Site in Ottawa County, Oklahoma.



A “Site” listed above in Paragraph 1.m. shall be construed to include: (i) for those sites now or hereafter included on the NPL, all areas of a site as defined by EPA for purposes of the NPL, including any later expansion of such site as may be determined by EPA, and any natural resources affected or potentially affected by the release or threatened release of hazardous substances at or from such sites; or (ii) for those sites not included on the NPL, all areas and natural resources affected or potentially affected by the release or threatened release of hazardous substances at or from such sites.

n. “Trustee Council” means a group of representatives of Federal, State, and Tribal, if applicable, natural resource trustees that conduct the natural resource damage assessment and restoration (“NRDAR”) at a particular site. The Trustee Council is a formal decision-making body memorialized by a written agreement such as a Memorandum of Agreement.

o. “Tax Payment” means the refund of the tax overpayment sought by PEC—which overpayment PEC alleges results from its carryback of a 2015 loss to the 2010 tax year—to the extent that that overpayment is approved by the Internal Revenue Service, as further described in recital Paragraph M of the Agreed Order (Docket No. 2761), and which will be setoff against certain Federal claims against PEC, as provided in this Settlement Agreement.

p. “United States” means the United States of America and each department, agency, and instrumentality of the United States, including each of the Settling Federal Agencies and each successor department, agency, or instrumentality of the Settling Federal Agencies.

III. JURISDICTION

2. The Court has jurisdiction over the subject matter hereof pursuant to 28 U.S.C. §§ 157, 1331, and 1334.



IV. PARTIES BOUND; SUCCESSION AND ASSIGNMENT

3. This Settlement Agreement applies to, is binding upon, and shall inure to the benefit of the Governments, the Debtors, and the Debtors' legal successors and assigns, including the Gold Fields Liquidating Trust.

V. SUMMARY OF CLAIMS

4. A summary of the Governments' Environmental Claims is set forth in Paragraph B of the Agreed Order. (Docket No. 2761).

VI. PAYMENTS AND SITE ALLOCATIONS

5. a. (i) Within 5 days of the Effective Date, the Reorganized Debtors shall pay to the Gold Fields Liquidating Trust, by wire transfer or such other appropriate means as the Gold Fields Liquidating Trust may request, the Debtors' Payment; and (ii) following the Gold Fields Liquidating Trust's receipt of the Debtors' Payment, but not later than 20 days after the Effective Date, the Gold Fields Liquidating Trust shall transfer the Debtors' Payment in the amounts indicated among the following identified accounts pursuant to the instructions in Section VII:

Site	State	Account Identification	Payee	Percentage	Amount
American Zinc, Lead and Smelting Company	KS	Gold Fields Liquidating Trust (AZLS Segregated Account for Response Actions and O&M)	Gold Fields Liquidating Trust	10.000%	\$2,000,000.00
ASARCO Taylor Springs	IL	EPA Special Account for ASARCO Taylor Springs (Acct #: B5AJ)	EPA	17.000%	\$3,400,000.00
Bautsch Gray Mine	IL	EPA Special Account for Bautsch Gray Mine (Acct #: B5TS)	EPA	5.000%	\$1,000,000.00
Caney Residential Yards	KS	EPA Special Account for Caney Residential Yards (SSID #: B7A3)	EPA	13.250%	\$2,650,000.00
Cherokee County	KS	EPA Special Account for Cherokee County (Acct #: 0737)	EPA	6.250%	\$1,250,000.00



Cherokee County	KS	Kansas Special Account for O&M at Cherokee County (Acct #: 7265-N119)	Kansas Department of Health & Environment ("KDHE")	1.250%	\$250,000.00
East La Harpe Smelter	KS	Kansas Special Account for East La Harpe Smelter (Acct #: 7265-N123)	KDHE	2.500%	\$500,000.00
Jasper County	MO	EPA Special Account for Jasper County (Acct #: 0736)	EPA	13.250%	\$2,650,000.00
Old American Zinc Plant	IL	EPA Special Account for Old American Zinc Plant (Acct #: B5A1)	EPA	17.000%	\$3,400,000.00
OU5 at Tar Creek	OK	EPA Special Account for the Seven Tribes'-Related Investigations within OU5 at Tar Creek (Acct #: 06TS05)	EPA	0.750%	\$150,000.00
Tar Creek	OK	EPA Special Account for Tar Creek (Acct #: 06JW04)	EPA	13.000%	\$2,600,000.00
Tar Creek	OK	Payment for Seven Tribes' Response Costs at Tar Creek payable to: "Ottawa Tribe of Oklahoma"	Ottawa Tribe	0.750%	\$150,000.00
Totals				100.000%	\$20,000,000.00

b. Not later than 20 days after the Effective Date, the Gold Fields Liquidating Trust shall transfer the Insurer Payment in the amounts indicated among the following identified accounts pursuant to the instructions in Section VII:

Site	State (s)	Account Identification	Payee	Percentage	Amount
Anderson-Calhoun Mine and Mill	WA	EPA Special Account for Anderson-Calhoun Mine and Mill (SSID #: 109H)	EPA	0.500%	\$60,000.00
ASARCO Taylor Springs	IL	EPA Special Account for ASARCO Taylor Springs (Acct #: B5AJ)	EPA	16.333%	\$1,960,000.00



Caney Residential Yards	KS	EPA Special Account for Caney Residential Yards (SSID #: B7A3)	EPA	3.000%	\$360,000.00
Carpenter-Snow Creek Mining District	MT	State of Montana (Acct: Carpenter-Snow Creek NRD)	Montana	3.000%	\$360,000.00
Cherokee County (Joint NRD)	KS	DOI NRDAR Fund Account (Acct #: 14X5198)	DOI	2.601%	\$312,088.63
Cherokee County	KS	EPA Special Account for Cherokee County (Acct #: 0737)	EPA	11.857%	\$1,422,840.00
Cherokee County	KS	KDHE Account for Cherokee County (Acct #: 7265-N121)	KDHE	3.643%	\$437,160.00
Cherokee County (Groundwater)	KS	Kansas State Account (Acct #: 7265-N120)	KDHE	0.225%	\$27,013.43
DOI (FWS/BIA) RIM Costs	KS, MO, OK	DOI NRDAR Fund Account (Acct #: 14X5198)	DOI	0.477%	\$57,281.04
DOI Past Assessment Costs	KS, MO, OK	DOI NRDAR Fund Account (Acct #: 14X5198)	DOI	0.938%	\$112,598.67
East La Harpe Smelter	KS	KDHE Account for East La Harpe Smelter (Acct #: 7265-N122)	KDHE	0.833%	\$100,000.00
Grandview Mine and Mill	WA	EPA Special Account for Grandview Mine and Mill (SSID #: 10FF)	EPA	0.500%	\$60,000.00
Jasper County (Joint NRD)	MO	DOI NRDAR Fund Account (Acct #: 14X5198)	DOI	6.918%	\$830,110.79
Jasper County	MO	EPA Special Account for Jasper County Site (Acct #: 0736)	EPA	8.900%	\$1,068,000.00
Jasper County	MO	State of Missouri	Missouri	1.100%	\$132,000.00
Jasper County (Groundwater)	MO	State of Missouri	Missouri	1.015%	\$121,841.19
Klondyke Tailings Removal	AZ	EPA Special Account for Klondyke Tailings Removal (Acct #: 09TU)	EPA	0.500%	\$60,000.00
Kansas RIM Costs	KS	Kansas State Account (Acct #: 7265-N124)	KDHE	0.040%	\$4,754.09
Missouri Past Assessment Costs (Joint NRD)	MO	State of Missouri	Missouri	0.009%	\$1,104.52



Missouri Past Assessment Costs (Groundwater)	MO	State of Missouri	Missouri	0.004%	\$436.84
Missouri RIM Costs	MO	State of Missouri	Missouri	0.101%	\$12,063.73
Oklahoma Past Assessment Costs (Joint NRD)	OK	State of Oklahoma	Oklahoma	0.002%	\$269.23
Oklahoma RIM Costs	OK	State of Oklahoma	Oklahoma	0.015%	\$1,835.25
Old American Zinc Plant	IL	EPA Special Account for Old American Zinc Plant (Acct #: B5A1)	EPA	16.333%	\$1,960,000.00
Old American Zinc Plant (NRD)	IL	Illinois Department of Natural Resources (Acct #: 831)	IL Dep't of Natural Resources	0.500%	\$60,000.00
Tar Creek (Joint NRD, Eco)	OK	DOI NRDAR Fund Account (Acct #: 14X5198)	DOI	6.579%	\$789,446.34
Tar Creek (Joint NRD, Tribal)	OK	DOI NRDAR Fund Account (Acct #: 14X5198)	DOI	2.644%	\$317,301.30
Tar Creek	OK	EPA Special Account for Tar Creek (Acct #: 06JW04)	EPA	8.180%	\$981,500.00
Tar Creek	OK	Oklahoma Department of Environmental Quality ("ODEQ") Account (Acct #: 7200292)	ODEQ	0.740%	\$88,500.00
Tar Creek (Groundwater)	OK	State of Oklahoma	Oklahoma	0.432%	\$51,854.92
Tar Creek	OK	Payment for Seven Tribes' Response Costs at Tar Creek payable to: "Ottawa Tribe of Oklahoma"	Ottawa Tribe	2.080%	\$250,000.00
Totals				100.000%	\$12,000,000.00

c. Pursuant to Paragraph M of the Agreed Order (Docket No. 2761), the United States shall retain and direct the following percentages of the Tax Payment to the identified accounts:

Site	State(s)	Account Identification	Percentage Allocated
Anderson-Calhoun Mine and Mill	WA	EPA Special Account for Anderson-Calhoun Mine and Mill (SSID #: 109H)	0.50%
ASARCO Taylor Springs	IL	EPA Special Account for Taylor Springs (Acct #: B5AJ)	15.84%



Bautsch Gray Mine	IL	EPA Special Account for Bautsch Gray Mine (Acct #: B5TS)	5.00%
Caney Residential Yards	KS	EPA Special Account for Caney Residential Yards (SSID #: B7A3)	4.00%
Cherokee County (Joint NRD)	KS	DOI NRDAR Fund Account (Acct #: 14X5198)	3.57%
Cherokee County	KS	EPA Special Account for Cherokee County (Acct #: 0737)	15.83%
DOI (FWS/BIA) RIM Costs	KS, MO, OK	DOI NRDAR Fund Account (Acct #: 14X5198)	0.35%
DOI Past Assessment Costs	KS, MO, OK	DOI NRDAR Fund Account (Acct #: 14X5198)	0.68%
Grandview Mine and Mill	WA	EPA Special Account for Grandview Mine and Mill (SSID #: 10FF)	0.50%
Jasper County (Joint NRD)	MO	DOI NRDAR Fund Account (Acct #: 14X5198)	6.04%
Jasper County	MO	EPA Special Account for Jasper County (Acct #: 0736)	9.50%
Klondyke Tailings Removal	AZ	EPA Special Account for Klondyke Tailings Removal (Acct #: 09TU)	0.50%
Old American Zinc Plant	IL	EPA Special Account for Old American Zinc (Acct #: B5A1)	15.83%
Tar Creek (Joint NRD, Eco)	OK	DOI NRDAR Fund Account (Acct #: 14X5198)	9.44%
Tar Creek (Joint NRD, Tribal)	OK	DOI NRDAR Fund Account (Acct #: 14X5198)	1.92%
Tar Creek	OK	EPA Special Account for Tar Creek (Acct #: 06JW04)	10.50%
Total			100.00%

VII. SITE ACCOUNTS/DISTRIBUTION/PAYMENT INSTRUCTIONS

6. EPA shall deposit any portion of any cash distributions it receives pursuant to Section VI of this Settlement Agreement for a specified Site into a special account established by EPA for such specified Site within the Hazardous Substance Superfund pursuant to Section 122(b)(3), 42 U.S.C. § 9622(b)(3), to be retained and used to conduct or finance response actions at or in connection with such specified Site, or to be transferred to the Hazardous Substance Superfund.



The distribution in Section VI to be deposited into “Special Account #06TS05 for the Seven Tribes’-Related Investigations within OU5 at Tar Creek” shall be used in coordination and consultation with the Seven Tribes.

7. The DOI Natural Resource Damage Assessment and Restoration Fund (“DOI NRDAR Fund”) shall deposit distributions received on behalf of the trustees for joint Natural Resource Damage (“NRD”) claims into separate, Site-specific numbered accounts for the Sites listed in Paragraphs 5.b. and 5.c. that have been or will be established within DOI’s NRDAR Fund (“Restoration Accounts”). The funds received by the DOI NRDAR Fund shall be assigned pursuant to Section VI, Paragraphs 5.b. and 5.c. to the Site-specific Restoration Accounts to allow the funds to be maintained as segregated accounts within the DOI NRDAR Fund. The trustees shall use the funds in the Restoration Accounts, including all interest earned on such funds, for restoration activities at or in connection with each Site as directed by the Trustee Council at that Site, but such funds shall not be used for assessment activities.

8. The funds received by the DOI NRDAR Fund on behalf of the joint DOI-Tribal NRD claim at the Tar Creek Site shall be deposited into a separate, Site-specific numbered account pursuant to Section VI, Paragraphs 5.b. and 5.c. The funds in the joint DOI-Tribal Restoration Account, including all interest earned on such funds, shall be used for restoration activities at or in connection with the tribal lost use claim at the Tar Creek Site as directed by the DOI and Tribal trustees, but such funds shall not be used for assessment activities.

9. Payments of the allocated amounts identified in Paragraphs 5.a. and 5.b. shall be made pursuant to the following payment instructions:

10. Cash distributions and payments to the United States shall be made at <https://www.pay.gov> or by FedWire Electronic Funds Transfer to the United States Department of



Justice account in accordance with instructions, including a Consolidated Debt Collection System (“CDCS”) number, to be provided to the Gold Fields Liquidating Trust by the Financial Litigation Unit of the United States Attorney’s Office for the Eastern District of Missouri.

11. Cash distributions and payments to the State of Illinois shall be made payable to “Natural Resources Restoration Trust Fund” and delivered to:

Illinois Department of Natural Resources
Attention: Deposit in Natural Resources Restoration Trust Fund (831)
c/o Tom Heavisides
One Natural Resources Way
Springfield, Illinois 62702

12. Cash distributions and payments to the State of Kansas shall be made payable to “Kansas Department of Health and Environment” and delivered to:

Kansas Department of Health and Environment
Bureau of Environmental Remediation
Attention: Leo G. Henning, Director
1000 SW Jackson, Suite 410
Topeka, Kansas 66612-1367

13. Cash distributions and payments to the State of Missouri shall be made payable to “State of Missouri” and delivered to:

Missouri Attorney General’s Office
Attention: Michael Morris, Assistant Attorney General
P.O. Box 899
Jefferson City, Missouri 65102

14. Cash distributions and payments to the State of Montana shall be made via wire transfer in accordance with instructions to be provided to the Gold Fields Liquidating Trust by the State of Montana. The Reorganized Debtors or Gold Fields Liquidating Trust shall contact the Fiscal Bureau Chief of the Central Services Division of the Montana Department of Justice at least 48 hours prior to initiating a transfer to provide notice of the date, time, and amount of the expected transfer and to confirm the wiring instructions, bank routing, and account numbers. The State of



Montana shall use the principal amount and any interest or investment return on the Carpenter-Snow Creek NRD Account solely for assessment and to restore, replace, rehabilitate, or acquire the equivalent of the natural resources the State of Montana contends were injured or lost at the Carpenter-Snow Creek Mining District. No portion of the amounts deposited in the Carpenter-Snow Creek NRD Account under this Settlement Agreement, or any interest or earnings thereon, is to be treated as State General Fund money, nor is any portion to be converted or transferred to the State General Fund.

15. Cash distributions and payments to the State of Oklahoma shall be made payable to “State of Oklahoma” and delivered to:

Oklahoma Office of the Attorney General
Attention: Clayton Eubanks, Deputy Solicitor General
313 NE 21st Street
Oklahoma City, Oklahoma 73105

Cash distributions and payments to the Oklahoma Department of Environmental Quality shall be made payable to “Oklahoma Department of Environmental Quality” and delivered to:

Oklahoma Department of Environmental Quality
Financial & Human Resources Management
Attention: Accounts Receivable
P.O. Box 2036
Oklahoma City, Oklahoma 73101-2036

16. Cash distributions and payments to the Seven Tribes shall be made payable to the “Ottawa Tribe of Oklahoma” and delivered to:

The Ottawa Tribe of Oklahoma
Attention: Tabitha Panvelle
P.O. Box 110
Miami, Oklahoma 74355

17. At the time of any distribution or payment pursuant to this Settlement Agreement, the Gold Fields Liquidating Trust shall transmit written, electronic confirmation of such distribution or payment to the Governments at the addresses specified in Paragraph 29, with a reference to *In*



re: Peabody Energy Corporation, Bankruptcy Case Number 16-42529-399, and identify the Site, State, Account, and Amount as provided in Section VI.

18. The Debtors and the Gold Fields Liquidating Trust agree that the Court's approval of this Settlement Agreement will also operate as an order permitting the United States to collect the Debtors' liability described in Paragraph 5.c. (the "Liability"), in an amount up to \$11,192,942 by offsetting the Tax Payment against the Liability. To effect this offset, the United States will refer the Liability to the Treasury Offset Program. (The offset process is authorized by a variety of laws, including the Debt Collection Act of 1982, as amended by the Debt Collection Improvement Act of 1996, the Internal Revenue Code, and 31 C.F.R. Part 285, Subpart A.) Debtors and the Gold Fields Liquidating Trust agree that (1) they have been notified that the United States will refer the Liability to the Department of the Treasury for the offset of pending Tax Payment payments; (2) the United States determined that the Debtors' Liability was past due and legally enforceable after providing the Debtors and the Gold Fields Liquidating Trust at least 60 days in which to present evidence to the contrary; (3) the United States made reasonable efforts to collect the Liability before referring the Liability to the Treasury Offset Program taking into account that Debtors have filed for bankruptcy; (4) there are no bars to collecting the Liability through offset; and (5) the United States has satisfied (or the Debtors and the Gold Fields Liquidating Trust have waived) all other prerequisites to collecting the Liability through offset, including the prerequisites listed in 31 C.F.R. Part 285.2(d). Debtors and the Gold Fields Liquidating Trust consent to the Liability being referred to the Treasury Offset Program for offset. Reorganized Debtors shall provide any reasonable cooperation requested by the United States to effectuate the Tax Payment setoff.



19. The \$2 million distribution to the Gold Fields Liquidating Trust in a segregated account for the American Zinc, Lead and Smelting Company Site, as provided in the Agreed Order, (i) shall be used by the Gold Fields Liquidating Trust or any other site owner exclusively for response actions and O&M at that site as approved by KDHE, and (ii) shall be used for no other purpose. The Gold Fields Liquidating Trust shall provide EPA and KDHE at least 45 days advance notice of any transfer of, or written intent to abandon, the American Zinc, Lead and Smelting Company Site. Any transfer of the American Zinc, Lead and Smelting Company Site by the Gold Fields Liquidating Trust to a third party is subject to the approval of the State of Kansas, which approval shall not be unreasonably withheld, conditioned, or delayed. In the event that the State of Kansas (or any Kansas state agency), or any local government or third party takes ownership of the American Zinc, Lead and Smelting Company Site, or the Gold Fields Liquidating Trust provides written notice of its intent to abandon the site, any remaining balance of the segregated account, shall be transferred by the Gold Fields Liquidating Trust to a Kansas special account maintained and controlled by the State of Kansas, with notice to EPA and the State of Kansas. The funds transferred to the Kansas special account shall be used exclusively for response actions and O&M at the American Zinc, Lead and Smelting Company Site.

VIII. RESOLUTION OF PROOFS OF CLAIM, COVENANTS AND RESERVATIONS

20. The Agreed Order and this Settlement Agreement resolve, compromise, and settle all claims for the Sites against the Debtors asserted in and obligations underlying such claims against Debtors asserted in the Environmental Proofs of Claim listed in the Agreed Order, specifically the following:



Proof of Claim	Date Filed	Claimant	Debtor
5537	August 19, 2016	Ottawa Tribe of Oklahoma	PEC
5538	August 19, 2016	Eastern Shawnee Tribe of Oklahoma	PEC
5539	August 19, 2016	Seneca-Cayuga Nation	PEC
5540	August 19, 2016	Peoria Tribe of Indians of Oklahoma	PEC
5541	August 19, 2016	Wyandotte Nation	PEC
5542	August 19, 2016	Eastern Shawnee Tribe of Oklahoma	Gold Fields Mining, LLC
5543	August 19, 2016	Ottawa Tribe of Oklahoma	Gold Fields Mining, LLC
5544	August 19, 2016	Peoria Tribe of Indians of Oklahoma	Gold Fields Mining, LLC
5545	August 19, 2016	Seneca-Cayuga Nation	Gold Fields Mining, LLC
5546	August 19, 2016	Wyandotte Nation	Gold Fields Mining, LLC
5547	August 19, 2016	Miami Tribe of Oklahoma	Gold Fields Mining, LLC
5550	August 19, 2016	Miami Tribe of Oklahoma	PEC
5620	August 19, 2016	Cherokee Nation	PEC
5621	August 19, 2016	Peoria Tribe of Indians of Oklahoma	PEC
6120	August 19, 2016	Cherokee Nation	Gold Fields Mining, LLC
6145	August 19, 2016	Wyandotte Nation	PEC
6689	October 6, 2016	Missouri Department of Natural Resources	Gold Fields Mining, LLC
6690	October 6, 2016	Missouri Department of Natural Resources	PEC
6722	October 10, 2016	State of Oklahoma	Gold Fields Mining, LLC
6730	October 11, 2016	Illinois Department of Natural Resources	Gold Fields Mining, LLC
6731	October 11, 2016	Illinois Department of Natural Resources	PEC
6733	October 11, 2016	Missouri Department of Natural Resources	Gold Fields Mining, LLC
6735	October 11, 2016	ODEQ	PEC
6736	October 11, 2016	ODEQ	Gold Fields Mining, LLC
6738	October 11, 2016	Montana Natural Resource Damage Program	PEC
6760	October 11, 2016	State of Oklahoma	PEC
6766	October 11, 2016	KDHE	PEC
6768	October 11, 2016	United States, on behalf of DOI	PEC
6773	October 11, 2016	KDHE	Gold Fields Mining, LLC
6774	October 11, 2016	KDHE	Gold Fields Mining, LLC
6775	October 11, 2016	KDHE	PEC
6776	October 11, 2016	United States, on behalf of EPA	PEC



6776	October 11, 2016	United States, on behalf of EPA	Gold Fields Mining, LLC
6777	October 11, 2016	United States, on behalf of DOI	Gold Fields Mining, LLC
6921	February 16, 2017	Missouri Department of Natural Resources	PEC

In consideration of all of the foregoing, including, without limitation, the distributions and/or payments that will be made and authorized pursuant to the terms of this Settlement Agreement, and except as specifically provided in Paragraphs 21-25, the Governments covenant not to file a civil action or take administrative action against the Debtors or Gold Fields Liquidating Trust pursuant to Sections 106 or 107 of CERCLA, 42 U.S.C. §§ 9606 or 9607, Section 7003 of RCRA, 42 U.S.C. § 6973, or any similar state or local laws, with respect to the Sites. These covenants not to sue are conditioned upon receipt of all payments required by Section VI.

21. This Settlement Agreement in no way impairs the scope and effect of the Debtors' discharge under Section 1141 of the Bankruptcy Code as to any third parties or as to any claims that are not addressed by this Settlement Agreement.

22. Without in any way limiting the covenants set forth in Paragraph 20 (and the reservations thereto set forth in Paragraphs 21-25), and notwithstanding any other provision of this Settlement Agreement, such covenants shall also apply to the Debtors' and the Gold Fields Liquidating Trust's successors and assigns, officers, directors, employees, and trustees but only to the extent that the alleged liability of the successor or assign, officer, director, employee, or trustee of any Debtor or the Gold Fields Liquidating Trust is based solely on its status as and in its capacity as a successor or assign, officer, director, employee, or trustee of any Debtor or the Gold Fields Liquidating Trust. For the avoidance of doubt, notwithstanding anything in this Settlement Agreement, the covenants not to sue shall not apply to Blue Tee Corporation, Brown Strauss, Inc., BSI Holdings, Inc., Blue Tee Corporation Employee Stock Ownership Plan, and any affiliated entities or persons.



23. The covenants set forth in Paragraph 20 extend only to the Debtors, the Gold Fields Liquidating Trust, and the persons described as receiving covenants in Paragraph 22 and do not extend to any other person. Nothing in this Settlement Agreement is intended as a covenant for any person or entity other than the Debtors, the Gold Fields Liquidating Trust, the Governments and the persons described as receiving covenants in Paragraph 22. The Governments, the Debtors and the Gold Fields Liquidating Trust expressly reserve all claims, demands, and causes of action, either judicial or administrative, past, present, or future, in law or equity, which they may have against all other persons, firms, corporations, entities, or predecessors of the Debtors for any matter arising at or relating in any manner to the Sites or claims addressed herein. Further, nothing in this Settlement Agreement diminishes the right of the Governments, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2)-(3), to enter into any settlement that gives rise to contribution protection for any person not a Party to this Settlement Agreement.

24. The covenants set forth in Paragraph 20 do not pertain to any matters other than those expressly specified therein. The Governments expressly reserve, and this Settlement Agreement is without prejudice to, all rights against the Debtors and Gold Fields Liquidating Trust and the persons described as receiving covenants in Paragraph 22 with respect to all matters not settled herein. The Governments also specifically reserve, and this Settlement Agreement is without prejudice to, any action based on: (i) a failure to meet a requirement of this Settlement Agreement, and/or (ii) matters addressed in the Agreed Order. (Docket No. 2761). In addition, the Governments reserve, and this Settlement Agreement is without prejudice to, all rights against the Debtors and the Gold Fields Liquidating Trust and the persons described as receiving covenants in Paragraph 22 with respect to the Sites for liability under Federal or State law for their future affirmative actions creating liability that occur after the date this Settlement Agreement is filed



with the Bankruptcy Court. As used in the preceding sentence, the phrase “future affirmative actions creating liability” does not include continuing releases related to Debtors’ conduct prior to the date this Settlement Agreement is filed with the Bankruptcy Court. Nothing in this Settlement Agreement releases or nullifies any liability of any entity as an owner or operator of property for their affirmative actions that occur from and after the Effective Date. This Settlement Agreement does not release claims and causes of action for criminal liability. The Governments reserve all rights with respect to criminal liability.

25. Nothing in this Settlement Agreement shall be deemed to limit the authority of the Governments to take any response action under Section 104 of CERCLA, 42 U.S.C. § 9604, or any other applicable statute or regulation, or to alter the applicable legal principles governing judicial review of any action taken by the Governments pursuant to such authority, provided, however, that nothing in this sentence affects the covenants set forth in Paragraph 20. Nothing in this Settlement Agreement shall be deemed to limit the access or information-gathering authority of the Governments under Sections 104 and 122 of CERCLA, 42 U.S.C. §§ 9604 and 9622, or any other applicable statute or regulation, or to excuse the Debtors or Gold Fields Liquidating Trust from any disclosure or notification requirements imposed by CERCLA or any other applicable statute or regulation.

26. The Debtors and the Gold Fields Liquidating Trust covenant not to sue and agree not to assert or pursue any claims or causes of action against the Governments with respect to the Sites, including, but not limited to: (i) any direct or indirect claim for reimbursement from the Hazardous Substance Superfund or any similar state fund; (ii) any claim under Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613, or Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or any similar state laws; or (iii) any claim arising out of response activities at the Sites. Nothing in this



Settlement Agreement shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d). The Debtors and the Gold Fields Liquidating Trust expressly reserve, and this Settlement Agreement is without prejudice to, all rights against the Governments with respect to all matters not settled herein.

IX. EFFECT OF SETTLEMENT; CONTRIBUTION

27. The Parties agree, and by entering this Settlement Agreement the Court finds, that this Settlement Agreement constitutes a judicially-approved settlement pursuant to which the Debtors and the Gold Fields Liquidating Trust have, as of the Effective Date, resolved liability to the Governments within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Settlement Agreement. The “matters addressed” in this Settlement Agreement, as that phrase is used in Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), are: (i) all response actions taken or to be taken, and all response costs incurred or to be incurred, at or in connection with the Sites by the Governments or any other person (except for the States of Arizona and Washington); (ii) claims by the Governments for natural resource damages for injury to natural resources and their services under the trusteeship jurisdiction of the Governments (including related natural resource damage assessment costs) at or in connection with the Sites.

28. Each of the Debtors and the Gold Fields Liquidating Trust agree that, with respect to any suit or claim brought against it after the Effective Date for contribution related to the Sites, it will notify the applicable Governments in writing within 30 days after service of the complaint or claim upon it. In addition, in connection with any such suit or claim, each of the Debtors agree that it will notify the applicable Governments in writing within 10 days after service or receipt of



any motion for summary judgment, and within 10 days after receipt of any order from a court setting a case for trial (provided, however, that the failure to notify the applicable Governments pursuant to this Paragraph 28 shall not in any way affect the protections afforded under Section VIII (Covenants and Reservations)).

X. NOTICES AND SUBMISSIONS

29. Whenever, under the terms of this Settlement Agreement, written notice is required to be given, or a report or other document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below via U.S. certified mail, return receipt requested, unless those individuals or their successors give notice of a change of address to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided. Except as otherwise provided in this Settlement Agreement, written notice as specified herein shall constitute complete satisfaction of any written notice requirement in the Settlement Agreement with respect to the Governments, the Debtors, and the Gold Fields Liquidating Trust, respectively.

As to the United States:

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044
EESCDCopy.ENRD@usdoj.gov
Attention: DJ# 90-11-3-11582

Patrick Casey, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044
Patrick.Casey@usdoj.gov
Attention: DJ# 90-11-3-11582



As to Illinois:

Illinois Department of Natural Resources
Attention: Tom Heavisides
One Natural Resources Way
Springfield, Illinois 62702
Tom.Heavisides@Illinois.gov

As to Kansas:

Kansas Department of Health and Environment
Bureau of Environmental Remediation
Attention: Leo G. Henning, Director
1000 SW Jackson, Suite 410
Topeka, Kansas 66612-1367
Leo.Henning@ks.gov

As to Missouri:

Missouri Attorney General's Office
Attention: Michael Morris, Assistant Attorney General
P.O. Box 899
Jefferson City, Missouri 65102
Michael.Morris@ago.mo.gov

Don Willoh
Deputy General Counsel
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, Missouri 65102
Don.Willoh@dnr.mo.gov

As to Oklahoma:

Oklahoma Office of the Attorney General
Attention: Clayton Eubanks, Deputy Solicitor General
313 NE 21st Street
Oklahoma City, Oklahoma 73105
Clayton.Eubanks@oag.ok.gov

As to Oklahoma Department of Environmental Quality:

Oklahoma Department of Environmental Quality
Attention: Office of the General Counsel
707 N. Robinson
Oklahoma City, Oklahoma 73102
Tad.Alford@deq.ok.gov



As to Montana:

Restoration Program Chief
Montana Natural Resource Damage Program
Montana Department of Justice
P.O. Box 201425
1720 Ninth Avenue
Helena, Montana 59620-1425
DougMartin@mt.gov

As to the Seven Tribes:

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Seven Tribes' Special Counsel
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As to the Debtors:

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Washington, D.C. 20001-2113
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As to the Gold Fields Liquidating Trust:

Steven N. Cousins
Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105
SCousins@ArmstrongTeasdale.com

XI. JUDICIAL APPROVAL AND PUBLIC COMMENT

30. This Settlement Agreement shall be subject to approval of the Bankruptcy Court.

31. This Settlement Agreement shall be filed with the Bankruptcy Court, and shall thereafter be subject to a period of public comment following publication of notice of the Settlement Agreement in the Federal Register.

32. After the conclusion of the public comment period, the United States shall file with the Bankruptcy Court any comments received, as well as the United States', and any other Governments taking public comment, responses to the comments, and at that time, if appropriate, the United States shall request the Bankruptcy Court's approval of the Settlement Agreement. The United States and any other Governments taking public comment reserve the right to withdraw or withhold their consent if the comments regarding the Settlement Agreement disclose facts or considerations which indicate that the Settlement Agreement is not in the public interest.

33. If for any reason (a) the Settlement Agreement is withdrawn by the United States or any of the Governments taking public comment as provided in Paragraph 32; or (b) the Settlement Agreement is not approved by the Bankruptcy Court, (i) this Settlement Agreement shall be null and void, and the Parties shall not be bound hereunder or under any documents executed in connection herewith, (ii) the Parties shall have no liability to one another arising out of or in connection with this Settlement Agreement or under any documents executed in connection herewith, and (iii) this Settlement Agreement and any documents prepared in connection herewith shall have no residual or probative effect or value.



XII. INTEGRATION, AMENDMENTS, AND COUNTERPARTS

34. This Settlement Agreement, the Agreed Order, and any other documents to be executed in connection herewith and referred to herein shall constitute the sole and complete agreement of the Parties with respect to the matters addressed herein.

35. This Settlement Agreement may not be amended except by a writing signed by all the Parties and approved by the Bankruptcy Court.

36. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

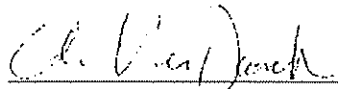
XIII. RETENTION OF JURISDICTION

37. The Court (or, upon withdrawal of the Court's reference, the United States District Court) shall retain jurisdiction over the subject matter of this Settlement Agreement and the Parties for the duration of the performance of the terms and provisions of this Settlement Agreement for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or interpretation of this Settlement Agreement or to effectuate or enforce compliance with its terms.



For the Debtors and Debtors in Possession:

Dated: July 13, 2017
St. Louis, Missouri



A. VERONA DORCH
Executive Vice President, Chief Legal Officer
Government Affairs and Corporate Secretary
Peabody Energy Corporation



For the Gold Fields Liquidating Trust:

Dated: July 13, 2017
St. Louis, Missouri

ANKURA CONSULTING GROUP, LLC
Solely in its capacity as the Gold Fields Liquidating Trustee
For the Gold Fields Liquidating Trust
1220 19th Street, NW
Washington, D.C. 20036



**For the United States, on behalf of
The Environmental Protection Agency and
The Department of the Interior;**

Dated: July 11, 2017
St. Louis, Missouri

JEFFREY H. WOOD
Acting Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Ben Franklin Station
P.O. Box 7611
Washington, D.C. 20044-7611

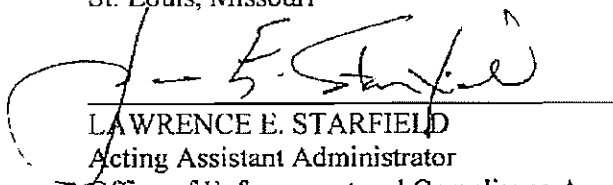
PATRICK M. CASEY (Bar No. 731048FL)
JOHN BRODERICK
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For the Environmental Protection Agency:

Dated: July 6, 2017
St. Louis, Missouri

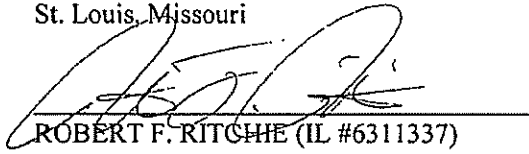


LAWRENCE E. STARFIELD
Acting Assistant Administrator
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Washington, D.C. 20460



For the State of Illinois:

Dated: July 10, 2017
St. Louis, Missouri



ROBERT F. RITCHIE (IL #6311337)

Supervising Attorney
Revenue Litigation Bureau
Office of the Illinois Attorney General
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Admitted Pro Hac Vice
Illinois Department of Natural Resources



For the State of Kansas:

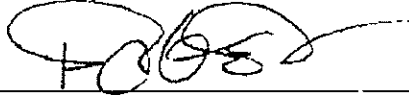
Dated: July 10, 2017
Leawood, Kansas

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The Franklin Law Firm
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E-mail: tom.franklin@tmflaw.com
Attorney for Kansas Department of Health
and Environment and its Secretary, as Trustee



For the State of Oklahoma:

Dated: July 11, 2017
St. Louis, Missouri



P. CLAYTON EUBANKS OBA #16648
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Oklahoma Attorney General's Office
313 N.E.21st Street
Oklahoma City, Oklahoma 73105
Telephone: (405) 522-8992
E-mail: Clayton.Eubanks@oag.ok.gov



For the State of Oklahoma:

Dated: July 12, 2017
St. Louis, Missouri

SCOTT THOMPSON
Executive Director
Oklahoma Department of Environmental Quality
707 N. Robinson, P.O. Box 1677
Oklahoma City, Oklahoma 73101
Telephone: (405) 702-7189
Facsimile: (405) 702-7199
E-mail: Scott.Thompson@deq.ok.gov



For the Seven Tribes:

Dated: July 13, 2017

St. Louis, Missouri



BRIAN J. CLEARY (Idaho Bar No. 5780)

Admitted Pro Hac Vice

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9030 N. Hess St., #362

Hayden, Idaho 83835

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Special Counsel to Seven Tribes