

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Settlement Agreement”) is entered into as of December 30, 2015, by and among: (i) Peabody Energy Corporation (“PEC”), on behalf of itself and its affiliates (collectively, “Peabody”); (ii) the United Mine Workers of America (the “UMWA”), on behalf of itself and the UMWA Employees and the UMWA Retirees¹; (iii) with respect to only sections 1, 2.2, 2.3, 3.5, 6, 7.2, 9-15, and 17-26, Patriot Coal Corporation (“Patriot”), on behalf of itself and the other reorganized debtors (collectively, the “Second Patriot Debtors”) in the jointly administered chapter 11 cases captioned *In re Patriot Coal Corporation, et al.*, Case No. 15-32450 (Bankr. E.D. Va.) (the “Second Bankruptcy”) pending in the United States Bankruptcy Court for the Eastern District of Virginia (the “Virginia Bankruptcy Court”); and (iv) with respect to only sections 1, 2.3, 3.5, 9-15, and 17-26, the Liquidating Trust (the “Liquidating Trust”) created under Article IV.Q of the *Debtors’ Fourth Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (the “Second Plan”) confirmed in the Second Bankruptcy. The Second Patriot Debtors, the Liquidating Trust, Peabody, the UMWA, the UMWA Employees, and the UMWA Retirees are referred to in this Settlement Agreement collectively, as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, on July 9, 2012, Patriot and the other reorganized debtors (collectively, the “First Patriot Debtors”) in the jointly administered chapter 11 cases captioned *In re Patriot Coal Corporation, et al.*, Case No. 12-51502-659 (Bankr. E.D. Mo.) (the “First Bankruptcy”) commenced cases under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Southern District of New York, which case was transferred to the United States Bankruptcy Court for the Eastern District of Missouri (the “Missouri Bankruptcy Court”); and

WHEREAS, during the First Bankruptcy, in order to resolve various disputes, Patriot and its Affiliates (including the First Patriot Debtors), PEC and its Affiliates,² the UMWA, the UMWA Employees, and the UMWA Retirees entered into that certain settlement agreement (the “2013 Settlement Agreement”) dated October 24, 2013; and

WHEREAS, on November 7, 2013, the Missouri Bankruptcy Court entered its *Order Authorizing and Approving Pursuant to 11 U.S.C. §§ 105(a), 363(b), 1113, and 1114(e) and Fed. R. Bankr. P. 9019(a) The Settlement with Peabody Energy Corporation, and the UMWA, on Behalf of Itself and in Its Capacity as Authorized Representative of the UMWA Employees and UMWA Retirees* [Mo. Bankr. 4963] approving the 2013 Settlement Agreement; and

WHEREAS, on December 18, 2013, the Missouri Bankruptcy Court entered its *Amended Order Confirming Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* [Mo. Bankr. 5169] (the “First Confirmation Order”) confirming the First

¹ “UMWA Employees” and “UMWA Retirees” have the meanings ascribed to them in the 2013 Settlement Agreement (as defined below).

² “Affiliates” has the meaning ascribed to it in the 2013 Settlement Agreement.

Debtors' *Fourth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code* (the "First Plan"); and

WHEREAS, on December 18, 2013, the First Plan went effective; and

WHEREAS, on or around January 2, 2014, Peabody paid \$90 million into the Patriot Retirees Voluntary Employee Benefit Association (the "VEBA") in accordance with section 2.1 of the 2013 Settlement Agreement; and

WHEREAS, the Missouri Bankruptcy Court closed the last of the cases pending in the First Bankruptcy on September 30, 2014; and

WHEREAS, on or about January 2, 2015, Peabody paid \$75 million into the VEBA in accordance with section 3.1(a) of the 2013 Settlement Agreement; and

WHEREAS, on May 12, 2015, the Second Patriot Debtors commenced the Second Bankruptcy in the Virginia Bankruptcy Court; and

WHEREAS, Peabody contends that (i) after May 12, 2015, the Second Patriot Debtors materially breached the 2013 Settlement Agreement and (ii) those material breaches excuse Peabody from its obligation to pay \$75 million into the VEBA on January 4, 2016 and \$70 million into the VEBA on January 2, 2017 under sections 3.1(b) and (c) of the 2013 Settlement Agreement (collectively, the "Future VEBA Payments"); and

WHEREAS, the UMWA and the Second Patriot Debtors dispute (the "Dispute") the contentions in the foregoing paragraph; and

WHEREAS, on October 9, 2015, the Virginia Bankruptcy Court entered an order confirming the Second Plan and, on the same day, the Virginia Bankruptcy Court entered the *Agreed Order Between the Debtors and the United Mine Workers of America Authorizing, But Not Directing, the Debtors to Modify Certain Retiree Benefits* [Va. Bankr. 1620] (the "1114 Stipulation and Order"); and

WHEREAS, on October 9, 2015, the Missouri Bankruptcy Court entered its *Order* [Mo. Bankr. 5648] reopening the First Bankruptcy for the limited purpose of allowing Peabody to file an adversary proceeding against the UMWA to resolve the Dispute; and

WHEREAS, on October 9, 2015, Peabody filed against only the UMWA its *Complaint for Declaratory Relief* in the Missouri Bankruptcy Court, commencing the adversary proceeding captioned *Peabody Energy Corp. v. United Mine Workers of Am.*, Adversary No. 15-04194 (Bankr. E.D. Mo.) (the "Missouri Adversary Proceeding"); and

WHEREAS, on October 19, 2015, the UMWA and Second Patriot Debtors filed their *Adversary Complaint and Cross-claim of Patriot Coal Corporation for Declaratory, Injunctive and Other Relief* commencing the adversary proceeding captioned *Patriot Coal Corp., et al. v. Peabody Energy Corp., et al.*, Adversary No. 15-03443 (Bankr. E.D. Va.) (the "Virginia Adversary Proceeding"); and

WHEREAS, on or around October 26, 2015, the Second Plan went effective and the Second Patriot Debtors transferred their rights under the 2013 Settlement Agreement to the Liquidating Trust under Article IV.Q of the Second Plan; and

WHEREAS, on October 29, 2015, the United Mine Workers of American 1974 Pension Plan sent to Peabody an Employer Withdrawal Liability Notice and Demand, and Request for Information, under 29 U.S.C. § 1399 (the “1974 Pension Plan Default Notice”); and

WHEREAS, on November 3, 2015, the Second Patriot Debtors and the UMWA filed the *Debtors’ Motion and Memorandum of Law for Injunctive Relief Against Peabody* [Va. Bankr. 1775] in the Virginia Bankruptcy Court and on November 5, 2015, filed *Plaintiffs’ Motion and Memorandum of Law for Injunctive Relief Against Defendants* [Va. Adv. 8] in the Virginia Adversary Proceeding (collectively, the “Injunction Motions”); and

WHEREAS, on December 9, 2015, the Virginia Bankruptcy Court entered its *Order Denying Motions for Injunctive Relief* [Va. Bankr. 1939; Va. Adv. 29]; and

WHEREAS, on December 10, 2015, the Missouri Bankruptcy Court entered the *Stipulation Resolving Peabody Energy Corporation’s Motion for Leave to Deposit Funds with the Court* [Mo. Adv. 31] (the “Escrow Stipulation”); and

WHEREAS, the Parties now desire to settle and resolve all potential or existing claims and disputes between them relating to the Future VEBA Payments including, but not limited to, the Missouri Adversary Proceeding, the Virginia Adversary Proceeding and the Injunction Motions.

NOW THEREFORE, for and in sufficient consideration of the promises and mutual covenants contained herein, and subject to approval by both the Missouri Bankruptcy Court and the Virginia Bankruptcy Court (collectively, the “Bankruptcy Courts”) on or before January 7, 2016, (i) Peabody, the UMWA, the UMWA Employees, and the UMWA Retirees agree as follows, (ii) the Second Patriot Debtors agree with respect to only sections 1, 2.2, 2.3, 3.5, 6, 7.2, 9-15, and 17-26 and (iii) the Liquidating Trust agrees with respect to only sections 1, 2.3, 3.5, 9-15, and 17-26:

AGREEMENT

1. **Effectiveness of Agreement.** This Settlement Agreement shall be binding on all Parties on the date the Settlement Agreement is fully executed (the “Execution Date”), subject to approval by the Bankruptcy Courts and receipt of the Letter of Credit (as defined below) by the VEBA, which, if such approval or Letter of Credit is not received, releases all Parties from the terms of this Settlement Agreement. This Settlement Agreement shall be effective (the “Effective Date”) upon approval by the Bankruptcy Courts and receipt of the Letter of Credit by the VEBA.

2. **Court Approval.**

2.1 Simultaneously with the execution of this Settlement Agreement, Peabody and the UMWA will cause their respective counsel to provide authority

to file the Stipulation and Agreed Order between Peabody and the UMWA in the form attached hereto as Exhibit A (the “Missouri Stipulation and Agreed Order”). On or before three (3) days after the Execution Date, Peabody shall file the Missouri Stipulation and Agreed Order in the Missouri Adversary Proceeding.

2.2 Simultaneously with the execution of this Settlement Agreement, the Second Patriot Debtors, Peabody, and the UMWA will cause their respective counsel to provide authority to file the Stipulation and Agreed Order between the Parties in the form attached hereto as Exhibit B (the “Virginia Stipulation and Agreed Order”). On or before three (3) days after the Execution Date, Peabody shall file the Virginia Stipulation and Agreed Order in the Virginia Adversary Proceeding.

2.3 This Settlement Agreement shall automatically terminate, and shall have no force or effect, in the event that either the Missouri Stipulation and Agreed Order or the Virginia Stipulation and Agreed Order is (i) denied or (ii) not entered on or before January 7, 2016.

3. **VEBA Contribution and Amendment to 2013 Settlement Agreement.**

3.1 Subject to section 3.3 of this Settlement Agreement, Peabody shall pay or cause to be paid the sum of Seventy-Five Million Dollars and zero cents (\$75,000,000.00) into the VEBA in ten installments (collectively, the “Maximum 2016 VEBA Contribution”) according to the following schedule:

Payment Date (or first business day thereafter)	Amount
January 4, 2016	\$7,500,000.00
February 1, 2016	\$7,500,000.00
March 1, 2016	\$7,500,000.00
April 1, 2016	\$7,500,000.00
May 2, 2016	\$7,500,000.00
June 1, 2016	\$7,500,000.00
July 1, 2016	\$7,500,000.00
August 1, 2016	\$7,500,000.00
September 1, 2016	\$7,500,000.00
October 3, 2016	\$7,500,000.00

3.2 Subject to section 3.3 of this Settlement Agreement, the Maximum 2016 VEBA Contribution installment payments shall be made to the VEBA by wire transfer in accordance with instructions provided to Peabody by the UMWA on UMWA letterhead.

3.3 Peabody shall have no obligation to make any further installment payments of the Maximum 2016 VEBA Contribution scheduled to be paid on or after the date on which the UMWA VEBA participants can begin to receive healthcare benefits as a result of legislation enacted after December 14, 2015 that: (i) provides VEBA participants an alternative form of healthcare benefits that are reasonably similar to or greater than the healthcare benefits provided under the VEBA; or (ii) the UMWA supported. Any obligation Peabody had to make such further installment payments shall be eliminated.

3.4 Notwithstanding any other provision of this Settlement Agreement or the 2013 Settlement Agreement, any breach by Patriot or the Liquidating Trust of this Settlement Agreement or the 2013 Settlement Agreement will not affect or excuse either Peabody's or the UMWA's rights or obligations under Section 3 of this Settlement Agreement.

3.5 Pursuant to Section 16.10 of the 2013 Settlement Agreement, Section 3 of the 2013 Settlement Agreement is deleted in its entirety. Any remaining obligations (if any) of Peabody to make payments to the VEBA pursuant to sections 3.1 and 3.2 of the 2013 Settlement Agreement are deemed waived, released and satisfied as of the Effective Date of this Settlement Agreement, and Peabody's sole remaining obligations to make contribution payments to the VEBA are exclusively as set forth in sections 3.1, 3.2, and 3.3 of this Settlement Agreement.

4. **No Further Obligations To The VEBA.** The payment obligations set forth in section 3.1 of this Settlement Agreement are all the payments Peabody will be required to make to the VEBA for all time, including, but not limited to, any obligations Peabody may have had to make payments into the VEBA under the Escrow Stipulation. Under no circumstances shall Peabody be required to pay to the VEBA after December 31, 2015 more than the Maximum 2016 VEBA Contribution of \$75,000,000.00.

5. **Security for 2016 VEBA Payment.**

5.1 On or prior to the Effective Date, Peabody shall cause to be issued by U.S. Bank (or another money center financial institution formed under the federal laws of the United States which is acceptable to the UMWA, any such financial institution, the "Issuing Bank") an irrevocable standby letter of credit (the "Letter of Credit") substantially in the form attached hereto as Exhibit C

naming as beneficiary the VEBA in the amount of the Maximum 2016 VEBA Contribution that is due but unpaid.

5.2 The amount of the Letter of Credit shall be reduced:

- i. Ten (10) business days after the due date for each Maximum 2016 VEBA Contribution installment payment set forth above in section 3.1 of this Settlement Agreement (each an “LC Installment Reduction Date”), by the amount of such installment payment so long as [the VEBA] has not presented a sight draft under the Letter of Credit to the Issuing Bank respecting such installment payment on or before the LC Installment Reduction Date; and
- ii. The amount of any payments made under the Letter of Credit by or on behalf of the Issuing Bank to or for the benefit of the VEBA.

5.3 If the amount of each Maximum 2016 VEBA Contribution installment payment (or portion thereof) is not paid when due on the date set forth in the “Payment Date” column of the chart in section 3.1 to this Settlement Agreement, the VEBA may at any time thereafter initiate a draw under the Letter of Credit in the amount of such installment payment (or portion thereof).

5.4 The Letter of Credit shall be cancelled on the earlier of (i) the VEBA receiving Maximum 2016 VEBA Contribution (whether from Peabody, from the Issuing Bank under the Letter of Credit, or a combination of both); (ii) the occurrence of all of the events described in section 3.3 of this Settlement Agreement; and (iii) October 31, 2016. The UMWA will cause the VEBA to cancel the Letter of Credit on the occurrence of the events described either in subsections (i) or (ii) of this Section 5.4.

6. **Coal Act Surety Bond.** On the Execution Date, the UMWA and the Second Patriot Debtors will (i) cease their efforts to have the Coal Act Surety Bond, Bond No. 022046823 (the “Surety Bond”) issued at the request of Peabody in the name of Patriot by Liberty Mutual Insurance Company in favor of the Trustees of the United Mine Workers of America 1992 Benefit Plan, as amended, drawn or otherwise modified, (ii) abandon and release any efforts to assert any interest in the Surety Bond, and (iii) assist Peabody in its efforts to replace the Surety Bond with a similar surety bond in the name of Peabody or any Peabody affiliate.

7. **Stipulations of Dismissal.**

7.1 Simultaneously with the execution of this Settlement Agreement, Peabody and the UMWA will cause their counsel to provide authority to file a stipulation of dismissal substantially in the form attached hereto as Exhibit D (the “Missouri Stipulation”). On or before three (3) business days after the Effective

Date, Peabody shall file the Missouri Stipulation in the Missouri Adversary Proceeding.

7.2 Simultaneously with the execution of this Settlement Agreement, the Second Patriot Debtors, Peabody, and the UMWA will cause their counsel to provide authority to file a stipulation of dismissal substantially in the form attached hereto as Exhibit E (the “Virginia Stipulation”). On or before three (3) business days after Effective Date, Patriot and the UMWA shall file the Virginia Stipulation in the Virginia Adversary Proceeding.

8. **No Collective Bargaining Agreement.** Peabody’s entry into this Settlement Agreement shall not make Peabody a party to any collective bargaining agreement with the UMWA, the UMWA Employees, the UMWA Retirees, the VEBA or any UMWA represented employee or create any collective bargaining relationship between Peabody and the UMWA, the UMWA Employees, the UMWA Retirees, the VEBA or any employees represented by the UMWA for any purpose under the National Labor Relations Act, the Labor Management Relations Act or any other labor and employment laws.

9. **Releases.**

9.1 **Patriot Release.** Except for the rights and obligations either arising from or expressly reserved in this Settlement Agreement, the Second Patriot Debtors, the Liquidating Trust, on behalf of themselves and their respective representatives, successors, and assigns (the “Patriot Releasers”) hereby discharge and release Peabody, the UMWA, the UMWA Employees, the UMWA Retirees and their affiliates, parents and subsidiaries, and each of their respective principals, shareholders, directors, officers, members, employees, professionals, insurers, representatives and agents, from any and all claims, damages, causes of actions, judgments, obligations, attorneys’ fees, indemnities, subrogations, duties, contracts, liens, demands, controversies and liabilities of any and every nature at law or in equity, liquidated or unliquidated, known or unknown, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, foreseeable or unforeseeable that the Patriot Releasers now have or may have had, or thereafter claim to have, from the beginning of time through the date of this Settlement Agreement related to the Future VEBA Payments, the Surety Bond, paragraph 2 on page 4 of the 1114 Stipulation and Order, and the Virginia Adversary Proceeding.

9.2 **UMWA Release.** Except for the rights and obligations either arising from or expressly reserved in this Settlement Agreement, the UMWA, the UMWA Employees, the UMWA Retirees, on behalf of themselves and their respective representatives, successors, and assigns (the “UMWA Releasers”) hereby discharge and release Peabody, the Second Patriot Debtors, the Liquidating Trust and their respective affiliates, parents and subsidiaries, and each of their principals, shareholders, directors, officers, members, employees, professionals, insurers, representatives and agents, from any and all claims, damages, causes of actions, judgments, obligations, attorneys’ fees, indemnities,

subrogations, duties, contracts, liens, demands, controversies and liabilities of any and every nature at law or in equity, liquidated or unliquidated, known or unknown, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, foreseeable or unforeseeable that the UMWA Releasors now have or may have had, or thereafter claim to have, from the beginning of time through the date of this Settlement Agreement related to the Future VEBA Payments, the Surety Bond, paragraph 2 of 1114 Stipulation and Order, and the Virginia Adversary Proceeding; provided, however, that nothing herein shall be deemed to release, withdraw, waive, dismiss or otherwise affect the proofs of claim (whether secured, unsecured, administrative, or otherwise) filed by the UMWA (on behalf of itself, the UMWA Employees, and the UMWA Retirees) against the Second Patriot Debtors.

Except for the rights and obligations either arising from or expressly reserved in this Settlement Agreement, the UMWA Releasors further discharge and release Peabody and each of its respective affiliates, parents and subsidiaries, and each of their principals, shareholders, directors, officers, members, employees, professionals, insurers, representatives and agents, from any and all claims, damages, causes of actions, judgments, obligations, attorneys' fees, indemnities, subrogations, duties, contracts, liens, demands, controversies and liabilities of any and every nature at law or in equity, liquidated or unliquidated, known or unknown, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, foreseeable or unforeseeable that the UMWA Releasors now have or may have had, or thereafter claim to have, from the beginning of time through the date of this Settlement Agreement related to the Missouri Adversary Proceeding.

9.3 **Peabody Release.** Except for the rights and obligations either arising from or expressly reserved in this Settlement Agreement, Peabody, on behalf of itself, its representatives, successors and assigns (the "Peabody Releasors") hereby discharges and releases the Second Patriot Debtors, the Liquidating Trust, the UMWA, the UMWA Employees, the UMWA Retirees and each of their respective affiliates, parents and subsidiaries, and each of their principals, shareholders, directors, officers, members, employees, professionals, insurers, representatives and agents, from any and all claims, damages, causes of actions, judgments, obligations, attorneys' fees, indemnities, subrogations, duties, contracts, liens, demands, controversies and liabilities of any and every nature at law or in equity, liquidated or unliquidated, known or unknown, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, foreseeable or unforeseeable that the Peabody Releasors now have or may have had, or thereafter claim to have, from the beginning of time through the date of this Settlement Agreement related to the Future VEBA Payments and the Virginia Adversary Proceeding; provided, however, that nothing herein shall be deemed to release, withdraw, waive, dismiss or otherwise affect the proofs of claim (whether secured, unsecured, administrative, or otherwise) filed by the Peabody or any of its affiliates against the Second Patriot Debtors.

Except for the rights and obligations either arising from or expressly reserved in this Settlement Agreement, the Peabody Releasors further discharges and releases the UMWA, the UMWA Employees, the UMWA Retirees and each of their respective affiliates, parents and subsidiaries, and each of their principals, shareholders, directors, officers, members, employees, professionals, insurers, representatives and agents, from any and all claims, damages, causes of actions, judgments, obligations, attorneys' fees, indemnities, subrogations, duties, contracts, liens, demands, controversies and liabilities of any and every nature at law or in equity, liquidated or unliquidated, known or unknown, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, foreseeable or unforeseeable that the Peabody Releasors now have or may have had, or thereafter claim to have, from the beginning of time through the date of this Settlement Agreement related to the Missouri Adversary Proceeding.

9.4 **Reserved Causes of Action.** Notwithstanding anything to the contrary herein, the UMWA Releasors and the Peabody Releasors do not release, and expressly preserve, any claims, causes of action or defenses arising out of or related to the following:

(a) the Western Surface Agreement of 2013, by and among Peabody Western Coal Company, Seneca Coal Company, LLC, and the UMWA;

(b) the certain memorandum of understanding, dated September 16, 2013, by and between Big Sky Coal Company and the UMWA;

(c) litigation pending in the United States Court of Appeals for the Seventh Circuit captioned *Big Ridge, Inc. v. National Labor Relations Board*, Nos. 15-1046 & 15-1103 (and related underlying litigation before the National Labor Relations Board); or

(d) the pending dispute between the UMWA (including but not limited to United Mine Workers of America, District 12), Peabody Holding Company, LLC and Black Beauty Coal Company (n/k/a Peabody Midwest Mining, LLC) relating to the Memorandum of Understanding Regarding Job Opportunities effective January 1, 2007 (the "Jobs MOU") between the UMWA and Peabody Coal Company, LLC, n/k/a Heritage Coal Company LLC, including but not limited to that certain January 18, 2013 arbitration award (the "Arbitration Award") issued by the Jobs Monitor (as defined in the Jobs MOU) and the challenge to the Arbitration Award in litigation pending in the United States Court of Appeals for the Fourth Circuit captioned *Peabody Holding Company, LLC, et al. v. United Mine Workers of America, International Union*, No. 14-2032 (and related underlying litigation in the United States District Court for the Eastern District of Virginia, Case No. 1:13-cv-458 (LMB/IDD)).

10. **Assignment of Surety Bond Claims.** The Second Patriot Debtors, the Liquidating Trust, and the UMWA, on behalf of themselves and their respective representatives, successors, and assigns (the "Assignors") hereby assign to Peabody any and all claims, damages,

causes of actions, judgments, obligations, attorneys' fees, indemnities, subrogations, duties, contracts, liens, demands, controversies and liabilities of any and every nature at law or in equity, liquidated or unliquidated, known or unknown, suspected or unsuspected, disclosed or undisclosed, matured or unmatured, foreseeable or unforeseeable that the Assignors now have or may have had, or thereafter claim to have, from the beginning of time through the end of time against (i) the United Mine Workers of America 1992 Benefit Plan related to the Surety Bond; and (ii) the Trustee of the United Mine Workers of America 1992 Benefit Plan related to the Surety Bond.

11. **Notice.** Any notice given hereunder shall be in writing and delivered by United States Certified Mail, return receipt requested, or by Federal Express (or other overnight carrier) with recipient signature required to:

In the case of Peabody:

Chief Legal Officer
Peabody Energy Corporation
701 Market Street
St. Louis, Missouri 63101

With a copy to:

Heather Lennox
JONES DAY
222 East 41st Street
New York, New York 10017

In the case of the UMWA:

General Counsel
International Union, United Mine Workers
of America
18354 Quantico Gateway Drive, Suite 200
Triangle, Virginia 22172

With a copy to:

Sharon Levine
LOWENSTEIN SANDLER LLP
65 Livingston Avenue
Roseland, New Jersey 07068

In the case of the Liquidating Trust:

Eugene I. Davis
The Liquidating Trustee
PCC Liquidating Trust
c/o Mannon Consulting LLC
PO Box 1564
West Chester, OH 45071

With a copy to:

Ross M. Kwasteniet
Justin R. Bernbrock
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654

In the case of the Second Patriot Debtors:

Eugene I. Davis
The Liquidating Trustee
PCC Liquidating Trust
c/o Mannon Consulting LLC
PO Box 1564
West Chester, OH 45071

With a copy to:

Ross M. Kwasteniet
Justin R. Bernbrock
KIRKLAND & ELLIS LLP
300 North LaSalle
Chicago, Illinois 60654

12. **Authority.** Each of Peabody, the Second Patriot Debtors, and the Liquidating Trust represents to all other Parties that the person executing this Settlement Agreement on its behalf has the full authority and power to execute for and bind such Party. The UMWA represents to all other Parties that it is authorized to execute and deliver this Settlement Agreement and perform its obligations hereunder, on behalf of itself and on behalf of the UMWA Employees and the UMWA Retirees as their authorized representative to the fullest extent permitted by law.

13. **Entire Agreement, Modification, Amendment, or Supplement.** This Settlement Agreement and the exhibits attached hereto shall constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understandings and negotiations whether written or oral. No modification, amendment, supplement to or waiver of this Settlement Agreement shall be binding upon the Parties hereto unless made in writing and duly signed by the Parties to this Settlement Agreement. Each Party represents that they have reviewed the terms of the Settlement Agreement and the exhibits and hereby acknowledge their intent to be bound by the terms of each of the same.

14. **Binding Agreement.** This Settlement Agreement shall inure to the benefit of and be binding upon the signatories hereto and their respective legal representatives, successors and assigns.

15. **No Third Party Beneficiaries.** Nothing contained in this Settlement Agreement, including Peabody's payment obligations under Section 3 of this Settlement Agreement, shall create any third party beneficiary rights in any other person, it being understood that the VEBA, the UMWA Retirees and any employees or former employees represented by the UMWA as parties to this Settlement Agreement shall not be considered third party beneficiaries of this Settlement Agreement.

16. **Public Relations.** With respect to any press releases regarding this Settlement Agreement issued prior to or immediately following the Effective Date, Peabody and the UMWA shall coordinate and have an opportunity to review each other's press releases (if any), and any such press releases shall be released on a coordinated basis; provided, however, that this provision shall not apply to any disclosures that Peabody or the UMWA may be obligated to make under applicable securities laws.

17. **Non-Disparagement.** As of the Execution Date, the Parties, including their respective officers, employees, agents, and representatives, hereby agree to the following:

17.1 That other than what is necessary and appropriate for inclusion in formal court submissions in conjunction with seeking court approval of this Settlement Agreement, they will not make or cause or encourage others to make statements, written or oral, (i) concerning this Settlement Agreement or any of the disputed claims resolved by this Settlement Agreement except to say that this Settlement Agreement resolves all the matters encompassed by this Settlement Agreement, or (ii) defaming, disparaging or criticizing the reputation, practices or conduct of the other Parties or its present or former directors, officers, employees

or agents in relation to the matters encompassed by this Settlement Agreement or any matter, transaction or activity related thereto.

17.2 That they will not materially encourage or materially assist any other person or entity in developing, commencing, maintaining or prosecuting any claims or causes of action against the other Parties or such other Parties' present or former directors, officers, employees or agents relating in any way to the matters encompassed by this Settlement Agreement or any matter, transaction or activity related thereto.

17.3 That Section 17 of this Settlement Agreement shall not apply to circumstances in which the Parties are compelled to provide information in response to legal process that it has not solicited, in the form of regulatory request or demand, deposition, subpoena or similar process, provided such Party shall provide the other Parties with prompt written notice of any such event so that the other Parties shall have the opportunity to oppose or otherwise contest any such process, at no cost to the Party receiving such process.

18. **Governing Law.** This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to choice of law rules.

19. **Counterparts.** This Settlement Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument.

20. **Voluntary Execution.** The signatories hereto hereby acknowledge that they are executing this Settlement Agreement voluntarily and of their own free will and that they fully understand the terms of this Settlement Agreement. The signatories hereto further acknowledge that they have had an opportunity to review all of the terms of this Settlement Agreement fully and to discuss its terms with their legal counsel prior to its execution.

21. **No Admission of Fault or Liability.** This Settlement Agreement shall not be construed or deemed to be an admission or concession by any signatory hereto of any claim, fault, liability or damages whatsoever.

22. **No Assignment of Claims.** The signatories hereto represent and warrant that they have not previously assigned or purported to assign or to transfer to any person or entity any of the claims herein released or waived.

23. **Fees and Expenses.** Each signatory hereto shall be responsible for their own fees and expenses in connection with this Settlement Agreement.

24. **No Waiver.** No failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Settlement Agreement shall impair such right or remedy or be construed as a waiver or variation of it or preclude its exercise at any subsequent time, and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

25. **Remedy for Breach.** The Parties acknowledge and agree that a breach of the provisions of this Settlement Agreement by any Party would cause irreparable damage to the others and that such others would not have an adequate remedy at law for such damage. Therefore, the obligations set forth in this Settlement Agreement shall be enforceable by a decree of specific performance issued by any court of competent jurisdiction, and appropriate injunctive relief may be applied for and granted in connection therewith. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedies that the signatories hereto may have under this Settlement Agreement or otherwise.

26. **Drafting.** This Settlement Agreement has been drafted by all signatories hereto and shall not be construed against one or in favor of any other by reason of any presumption concerning the drafting of the Settlement Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Settlement Agreement as of the date and day set forth above.

Date: 12/30/15

Peabody Energy Corporation, on behalf of itself

By: A. Verona Dorch
A. Verona Dorch

Its: Chief Legal Officer

Date: _____

United Mine Workers of America, on behalf of itself and the UMWA Retirees and the UMWA Employees

By: _____

Its:

Date: _____

Patriot Coal Corporation, on behalf of itself, and the Second Patriot Debtors

By: _____

Its:

Date: _____

The Liquidating Trust

By: _____
Eugene I. Davis

Its: Trustee

IN WITNESS WHEREOF, the Parties have entered into this Settlement Agreement as of the date and day set forth above.

Peabody Energy Corporation, on behalf of itself

Date: _____

By: _____
A. Verona Dorch

Its: Chief Legal Officer

United Mine Workers of America, on behalf of itself and the UMWA Retirees and the UMWA Employees

Date: _____

By: _____

Its:

Patriot Coal Corporation, on behalf of itself, and the Second Patriot Debtors

Date: 12/31/2015

By: 
Eugene I. Davis

Its: Authorized Signatory

The Liquidating Trust

Date: 12/31/2015

By: 
Eugene I. Davis

Its: Trustee

IN WITNESS WHEREOF, the Parties have entered into this Settlement Agreement as of the date and day set forth above.

Date: _____

Peabody Energy Corporation, on behalf of itself

By: _____
A. Verona Dorch

Its: Chief Legal Officer

Date: 12/31/15

United Mine Workers of America, on behalf of itself and the UMWA Retirees and the UMWA Employees

By: 
Grant Crandall

Its: General Counsel

Date: _____

Patriot Coal Corporation, on behalf of itself, and the Second Patriot Debtors

By: _____
Eugene I. Davis

Its: Authorized Signatory

The Liquidating Trust

Date: _____

By: _____
Eugene I. Davis

Its: Trustee

EXHIBIT A

**(Stipulation Approving Settlement
Agreement - Missouri Bankruptcy Court)**

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

In re:

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

Chapter 11

Case No. 12-51502-659

(Jointly Administered)

PEABODY ENERGY CORPORATION,

Plaintiff,

v.

UNITED MINE WORKERS OF AMERICA,

Defendant.

Adversary Proceeding No. 15-04194

**STIPULATION AND AGREED ORDER BETWEEN PEABODY ENERGY
CORPORATION AND THE UNITED MINE WORKERS OF AMERICA**

Peabody Energy Corporation (“PEC”), on behalf of itself and its affiliates (collectively, “Peabody”), and the United Mine Workers of America, on behalf of itself and the employees and retirees it represents (collectively, the “UMWA” and, together with Peabody, the “Parties”), by and through their respective counsel, hereby stipulate (the “Stipulation and Agreed Order”) to the following:

RECITALS

WHEREAS, attached hereto as Exhibit 1 is a fully executed copy of that certain Settlement Agreement dated December __, 2015, by and among: (i) Peabody; (ii) the UMWA; (iii) with respect to only sections 1, 2.2, 2.3, 3.5, 6, 7.2, 9-15, and 17-26, Patriot Coal Corporation (“Patriot”), on behalf of itself and the other reorganized debtors (collectively, the “Second Patriot Debtors”) in the jointly administered chapter 11 cases captioned *In re Patriot Coal Corporation, et al.*, Case No. 15-32450 (Bankr. E.D. Va.) (the “Second Bankruptcy”) pending in the United States Bankruptcy Court for the Eastern District of Virginia (the “Virginia Bankruptcy Court”); and (iv) with respect to only sections 1, 2.3, 3.5, 9-15, and 17-26, the Liquidating Trust (the “Liquidating Trust”) created under Article IV.Q of the *Debtors’ Fourth Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (the “Second Plan”) confirmed in the Second Bankruptcy (the “Settlement Agreement”); and

WHEREAS, the Parties incorporate by reference the Recitals contained in the Settlement Agreement as though they are stated here in this Stipulation and Agreed Order in full.

NOW, THEREFORE, the Parties STIPULATE, and the Court Orders, as follows:

1. Pursuant to Bankruptcy Rule 9019, the Settlement Agreement is hereby approved in its entirety and all of its terms are incorporated herein by reference.

2. The undersigned Parties, by and through their respective counsel, hereby represent and warrant that: (a) they have full authority to execute the Settlement Agreement and this Stipulation and Agreed Order; (b) they have full knowledge of, and have consented to, this Stipulation and Agreed Order; and (c) they are fully authorized to bind themselves to all of the terms and conditions of the Settlement Agreement and this Stipulation and Agreed Order.

3. Any obligations Peabody had to make payments into the VEBA¹ under the *Stipulation Resolving Peabody Energy Corporation's Motion for Leave to Deposit Funds with the Court* [Adv. P. 15-04194, Docket No. 31] (the "Escrow Stipulation") entered in the adversary proceeding captioned *Peabody Energy Corp. v. United Mine Workers of Am.*, Adversary No. 15-04194 (Bankr. E.D. Mo.) are eliminated upon the occurrence of the Effective Date (as defined in the Settlement Agreement) of the Settlement Agreement. The elimination of Peabody's payment obligations under the Escrow Stipulation upon the occurrence of the Effective of the Settlement Agreement does not affect Peabody's payment obligations under the Settlement Agreement.

4. Peabody's entry into this Settlement Agreement shall not make Peabody a party to any collective bargaining agreement with the UMWA, the UMWA Employees, the UMWA Retirees, the VEBA or any UMWA represented employee or create any collective bargaining relationship between Peabody and the UMWA, the UMWA Employees, the UMWA Retirees, the VEBA or any employees represented by the UMWA for any purpose under the National Labor Relations Act, the Labor Management Relations Act or any other labor and employment laws.

5. The UMWA's answer and response deadline pursuant to Fed. R. of Bankr. P. 7012 is hereby extended without date, and all dates and deadlines set forth in the Court's Scheduling Order [Adv. P. 15-04194, Docket No. 23] are hereby extended without date.

6. The terms and conditions of this Stipulation and Agreed Order shall be immediately effective and enforceable upon its entry.

7. No further service of this Stipulation and Agreed Order shall be required as all necessary parties shall receive notice via ECF.

¹ Capitalized terms used but not otherwise defined herein have the meanings ascribed thereto in the Settlement Agreement

Dated: December __, 2015
St. Louis, Missouri

KATHY A. Surratt-States
Chief United States Bankruptcy Judge

STIPULATED AND AGREED TO:

/s/ _____
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Susan K. Ehlers (MO 49855)
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pgross@lowenstein.com
nbrown@lowenstein.com

*Attorneys for the United Mine Workers
of America*

EXHIBIT B

**(Stipulation Approving Settlement
Agreement – Virginia Bankruptcy Court)**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:)	
)	Chapter 11
PATRIOT COAL CORPORATION, <i>et al.</i>)	Case No. 15-32450 (KLP)
)	
Debtors,)	Jointly Administered
<hr/>		
PATRIOT COAL CORPORATION, <i>et al.</i> ,)	
)	
Plaintiffs,)	
)	Adv. Pro. No.: 15-03443
v.)	
)	
PEABODY ENERGY CORPORATION, <i>et</i>)	
<i>al.</i> ,)	
)	
Defendants.)	
<hr/>		

**STIPULATION AND AGREED ORDER BETWEEN
THE DEBTORS, PEABODY, AND THE UMWA**

The above-captioned debtors (collectively, the “Debtors”), Peabody Energy Corporation (“PEC”), on behalf of itself and its affiliates (collectively, “Peabody”), the United Mine Workers of America, on behalf of itself and the employees and retirees it represents (collectively, the “UMWA” and, together with the Debtors and Peabody, the “Parties”), by and through their respective counsel, hereby stipulate (the “Stipulation and Agreed Order”) to the following:

RECITALS

WHEREAS, attached hereto as Exhibit 1 is a fully executed copy of that certain Settlement Agreement dated December __, 2015, by and among: (i) Peabody; (ii) the UMWA; (iii) with respect to only sections 1, 2.2, 2.3, 3.5, 6, 7.2, 9-15, and 17-26, the Debtors; and (iv) with respect to only sections 1, 2.3, 3, 9-15, and 17-26, the Liquidating Trust (the “Liquidating

Trust”) created under Article IV.Q of the *Debtors’ Fourth Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* confirmed in above-captioned case (the “Settlement Agreement”); and

WHEREAS, the Parties incorporate by reference the Recitals contained in the Settlement Agreement as though they are stated here in this Stipulation and Agreed Order in full.

NOW, THEREFORE, the Parties STIPULATE, and the Court Orders, as follows:

1. Pursuant to Bankruptcy Rule 9019, the Settlement Agreement is hereby approved in its entirety and all of its terms are incorporated herein by reference.

2. The undersigned Parties, by and through their respective counsel, hereby represent and warrant that: (a) they have full authority to execute the Settlement Agreement and this Stipulation and Agreed Order; (b) they have full knowledge of, and have consented to, this Stipulation and Agreed Order; and (c) they are fully authorized to bind themselves to all of the terms and conditions of the Settlement Agreement and this Stipulation and Agreed Order.

3. Peabody’s entry into this Settlement Agreement shall not make Peabody a party to any collective bargaining agreement with the UMWA, the UMWA Employees, the UMWA Retirees, the VEBA or any UMWA represented employee or create any collective bargaining relationship between Peabody and the UMWA, the UMWA Employees, the UMWA Retirees, the VEBA or any employees represented by the UMWA for any purpose under the National Labor Relations Act, the Labor Management Relations Act or any other labor and employment laws.

4. The terms and conditions of this Stipulation and Agreed Order shall be immediately effective and enforceable upon its entry.

5. No further service of this Stipulation and Agreed Order shall be required as all necessary parties shall receive notice via ECF.

ENTERED:

UNITED STATES BANKRUPTCY JUDGE

STIPULATED AND AGREED TO:

/s/_____
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- and -

Matthew C. Corcoran (admitted *pro hac vice*)
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*Counsel for Peabody Energy Corporation and
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*Counsel for the United Mine Workers of
America*

EXHIBIT C

(Form of Letter of Credit)

LETTERHEAD OF ISSUING BANK

[N.B. Form is Subject to Change Based on Review and Comment of Issuing Bank]

STANDBY IRREVOCABLE LC

BENEFICIARY:

VEBA Legal Name ("Beneficiary")

VEBA Address

APPLICANT:

_____ (the "Applicant")

Applicant's Address

ISSUING BANK:

_____ (the "Issuing Bank")

Issuing Bank's Address

Irrevocable Letter of Credit No.

By order of our client, Peabody Energy Corporation (the "Applicant"), we hereby establish this Irrevocable Letter of Credit No. _____ (the "Letter of Credit") in your favor for an amount up to but not exceeding the aggregate sum of sixty-seven million five hundred thousand and 00/100 U.S. Dollars (U.S. \$ 67,500,000), effective immediately, and expiring at 5:00 p.m. (New York time) on October 31, 2016 (the "Termination Date").

The term "Beneficiary" includes any successor by operation of law of the named Beneficiary including, without limitation, any liquidator, rehabilitator, receiver or conservator.

Demand for payment under this Letter of Credit may be made by the Beneficiary in a single, multiple or partial drawings but a Drawing cannot be for more than \$7,500,000.00 in any one calendar month (each a "Drawing"). A Drawing may be made by the Beneficiary on any Business Day (as defined below) prior to ___:___ p.m. (New York Time) by presentation to Issuing Bank at its office at _____, telephone no. _____ (or via facsimile at Telecopier No. _____) of a duly completed and signed draft in the form of Annex A-1 (a "Draft") drawn on the Issuing Bank.

Payment against a Draft properly presented under this Letter of Credit prior to ___:___ p.m. (New York Time) on any Business Day on or prior to the Termination Date shall be made by the Issuing Bank, with its own funds in United States Dollars, by wire transfer in immediately available funds, to the account specified by the Beneficiary in its draft, on the same Business Day. Payment against a Draft properly presented under this Letter of Credit on or after ___:___ p.m. (New York Time) on any Business Day on or prior to the Termination Date shall be made by the Issuing Bank, with its own funds in United States Dollars, by wire transfer in immediately available funds, to the account specified by the Beneficiary in its draft, on the following Business Day. **[N.B. Times will be subject to Issuing Bank procedures.]** If a Draft presented in connection with the Drawing does not, in any instance, conform to the terms and conditions of this Letter of Credit, the Issuing Bank promptly (but in any event within two (2) Business Days) shall give the Beneficiary notice that the purported presentment was not effected in conformity with this Letter of Credit, stating in reasonable detail the reasons therefor and that the Issuing Bank is holding any documents so presented at the Beneficiary's disposal or is returning same to the Beneficiary, as the Beneficiary may elect. Upon being notified that the purported presentment was not effected in conformity with this Letter of Credit, the Beneficiary may, prior to the Termination Date, attempt to correct any such nonconforming demand for payment or document. For purposes hereof, "Business Day" means any day other than Saturday or Sunday or a day on which commercial banks are required or authorized to be closed in the State of New York. **[N.B. Procedures are subject to Issuing Bank review and approval,]**

On each of February 16, 2016, March 15, 2016, April 15, 2016, May 16, 2016, June 15, 2016, July 18, 2016, August 15, 2016, September 16, 2015 and October 18, 2016 (each such date, a "Reduction Date"), the aggregate amount of this Letter of Credit shall be reduced by the difference of (i) \$7,500,000 minus (ii) the amount, if any, of any Drawing (whether or not such Drawing has been paid by the Issuing Bank) made within ten (10) Business Days before such Reduction Date (it being understood that if such sum is equal to or less than zero, the aggregate amount of this Letter of Credit shall not be reduced pursuant to this sentence). In addition, the aggregate amount of this Letter of Credit will automatically reduce by the amount of any Drawing paid by Issuing Bank hereunder.

LETTERHEAD OF ISSUING BANK

[N.B. Form is Subject to Change Based on Review and Comment of Issuing Bank]

All other communications and notices to the Issuing Bank with respect to this Letter of Credit shall be in writing and delivered or sent by facsimile to the Issuing Bank at the address or the facsimile of the Issuing Bank set forth in the third paragraph of this Letter of Credit and shall specifically refer to the Issuing Bank by name and to this Letter of Credit by the Irrevocable Standby Letter of Credit No. _____.

The obligation of the Issuing Bank under this Letter of Credit is the independent and individual obligation of the Issuing Bank, and is in no way contingent upon reimbursement with respect thereto.

This Letter of Credit sets forth in full the Issuing Bank's undertaking and such undertaking shall not in any way be modified, amended, amplified or limited by any document, instrument or agreement referred to in this Letter of Credit or in any certificate presented by the Beneficiary under this Letter of Credit and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.

All inquiries regarding the Letter of Credit should be directed to the Issuing Bank at its phone number(s) [TELEPHONE NUMBER(S)].

All bank charges and commissions incurred in this transaction are for the Applicant's account.

Except as otherwise expressly stated herein, this credit is subject to and governed by the Laws of the State of New York and the 2007 revision of the Uniform Customs and Practice for Documentary Credits of the International Chamber of Commerce (Publication 600) and, in the event of any conflict, the Laws of the State of New York will control. If this credit expires during an interruption of business as described in Article 36 of said I.C.C. publication, we agree to effect payment if this Credit is drawn against within 30 days after the resumption of business.

LETTERHEAD OF ISSUING BANK

[N.B. Form is Subject to Change Based on Review and Comment of Issuing Bank]

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: _____

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____

ANNEX A-1

DRAFT

TO: [ISSUING BANK]

Pay at sight to the order of [Name of Beneficiary] ("Beneficiary") the sum of _____ United States Dollars (US\$ _____) (the "Drawing Amount"), drawn under Irrevocable Standby Letter of Credit No. _____ dated _____, 2016.

The Drawing Amount represents an amount which was not paid when due by Peabody Energy Corporation ("Peabody") under the Settlement Agreement dated (December 30, 2015) among Peabody, the United Mine Workers of America, Patriot Coal Corporation and the Liquidating Trust created under Article IV.Q of Patriot Coal Corporation's Fourth Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code.

The aforementioned payment shall be made to Beneficiary in accordance with the following wire transactions:

[Name of Beneficiary]
() ABA Number: _____
Account Name: _____
Account Number: _____
Attention: _____
Reference: _____

Dated: _____

[Name of Beneficiary]

By: _____

Title: _____

EXHIBIT D

**(Stipulation Dismissing Missouri
Adversary Proceeding)**

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

In re:

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

Chapter 11

Case No. 12-51502-659

(Jointly Administered)

**PEABODY ENERGY CORPORATION,
Plaintiff,**

v.

**UNITED MINE WORKERS OF AMERICA,
Defendant.**

Adversary Proceeding No. 15-04194

STIPULATION OF DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), applicable here under Federal Rule of Bankruptcy Procedure 7041, by and between the plaintiff Peabody Energy Corporation and defendant United Mine Workers of America that this adversary proceeding is dismissed with prejudice, and that each party shall bear its own costs, attorney's fees and expenses.

/s/

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Susan K. Ehlers (MO 49855)
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/s/

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*Attorneys for the United Mine Workers
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EXHIBIT E

**(Stipulation Dismissing Virginia
Adversary Proceeding)**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

_____)	
In re:)	Chapter 11
)	
PATRIOT COAL CORPORATION, <i>et al.</i>)	Case No. 15-32450 (KLP)
)	
Debtors,)	Jointly Administered
_____)	
PATRIOT COAL CORPORATION, <i>et al.</i> ,)	
)	
Plaintiffs,)	
)	Adv. Pro. No.: 15-03443
v.)	
)	
PEABODY ENERGY CORPORATION, <i>et</i>)	
<i>al.</i> ,)	
)	
Defendants.)	
_____)	

STIPULATION OF DISMISSAL WITH PREJUDICE

IT IS HEREBY STIPULATED AND AGREED, pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), applicable here under Federal Rule of Bankruptcy Procedure 7041, by and between the plaintiffs Patriot Coal Corporation and the United Mine Workers of America and the defendants Peabody Energy Corporation and Peabody Holding Company, LLC that this adversary proceeding is dismissed with prejudice, and that each party shall bear its own costs, attorney's fees and expenses.

/s/

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