

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:

Peabody Energy Corporation, et al.,

Reorganized Debtors.

Case No. 16-42529-399
CHAPTER 11

Jointly Administered

**NOTICE OF (I) ENTRY OF ORDER CONFIRMING SECOND AMENDED
JOINT PLAN OF REORGANIZATION OF DEBTORS AND DEBTORS
IN POSSESSION AS REVISED MARCH 15, 2017 AND (II) OCCURRENCE
OF EFFECTIVE DATE AND BAR DATES FOR FILING CERTAIN CLAIMS**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. **Confirmation of the Plan.** 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"), a true and correct copy of which (without exhibits) is attached to the Confirmation Order as Appendix I in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the "Debtors"). Unless otherwise defined in this Notice, capitalized terms and phrases used herein have the meanings given to them in the Plan and the Confirmation Order.

2. **Effective Date.** At 4:01 p.m. (Eastern Time), on April 3, 2017, the Effective Date of the Plan occurred.

3. **Plan Injunction.** Confirmation of the Plan operates as an injunction against: (a) the commencement, conducting or continuation in any manner, directly or indirectly, of any suit, act, action or other proceeding of any kind against the Debtors, their Estates or Assets or the Reorganized Debtors, or the respective assets or property thereof; (b) enforcement, levying, attachment, collection or other recovery by any manner or means, directly or indirectly, any judgment, award, decree or order against the Debtors, their Estates or Assets or the Reorganized Debtors, or the respective assets or property thereof; (c) creation, perfection or other enforcement in any manner, directly or indirectly, of any Lien against the Debtors, their Estates or Assets or the Reorganized Debtors, or the respective assets or property thereof, other than as contemplated by the Plan; (d) except as provided for in the Plan, assertion of any setoff, right of subrogation or recoupment of any kind, directly or indirectly, against any obligation due



a Debtor or Reorganized Debtor, or the respective assets or property thereof; and (e) proceeding in any manner in any place whatsoever that does not conform to or comply with the provisions of the Plan or the settlements set forth in the Plan to the extent such settlements have been approved by the Bankruptcy Court in connection with Confirmation. The Bankruptcy Court shall have jurisdiction to determine and award damages and/or other appropriate relief at law or in equity for any violation of such injunction, including compensatory damages, professional fees and expenses, and exemplary damages for any willful violation of said injunction.

4. **Discharge of Claims.** Except as provided in the Plan or in the Confirmation Order, the rights afforded under the Plan will be in exchange for and in complete satisfaction, discharge and release of all Claims (other than Intercompany Claims, except to the extent provided in the Restructuring Transactions) and termination of all Interests (other than Subsidiary Debtor Interests) arising on or before the Effective Date, including any interest accrued on Claims from and after the Petition Date. Except as provided in the Plan or in the Confirmation Order, Confirmation will, as of the Effective Date, and consistent with Exhibit IV.F.1 of the Plan: (a) discharge the Debtors from all Claims or other Liabilities that arose on or before the Effective Date and all debts of the kind specified in sections 502(g), 502(h) or 502(i) of the Bankruptcy Code, whether or not (i) a proof of Claim based on such debt is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code, (ii) a Claim based on such debt is allowed pursuant to section 502 of the Bankruptcy Code or (iii) the holder of a Claim based on such debt has accepted the Plan; and (b) terminate all Interests and other rights of holders of Interests in the Debtors other than Subsidiary Debtor Interests.

In accordance with the foregoing, except as provided in the Plan or the Confirmation Order, the Confirmation Order will be a judicial determination, as of the Effective Date and consistent with Exhibit IV.F1 to the Plan, of a discharge of all Claims and other debts and Liabilities against the Debtors and a termination of all Interests and other rights of the holders of Interests in the Debtors (other than Subsidiary Debtor Interests), pursuant to, and solely to the full extent provided by, sections 524(a)(1), 524(a)(2) and 1141(d) of the Bankruptcy Code, and such discharge will void any judgment obtained against the Debtors or Reorganized Debtors at any time, to the extent that such judgment relates to a discharged Claim or terminated Interest. For the avoidance of doubt, pursuant to section 1141(d)(3) of the Bankruptcy Code, the confirmation of the Plan does not discharge the Gold Fields Debtors.

5. **Exculpation.** Pursuant to the Plan, and except as otherwise specifically provided in the Plan or the Confirmation Order, to the fullest extent permitted by applicable law, the Released Parties shall neither have nor incur any liability to any Person or entity with respect to any and all Claims and Causes of Action in connection with, relating to or arising out of the Chapter 11 Cases, including, without limitation, Claims and Causes of Actions relating to or arising out of acts or omissions occurring after the Confirmation Date in connection with Distributions made consistent with the terms of the Plan by any Disbursing Agent or Third Party Disbursing Agent, the restructuring of the Debtors, the formulation, negotiation, preparation, dissemination, implementation, administration, solicitation, Confirmation or consummation of the Plan, the Restructuring Term Sheet, the Disclosure Statement, the PSA, the settlements set forth in the Plan or any contract, instrument, release or other agreement or document created or entered into in connection with the Plan or in relation to the Plan, including, without limitation, the Confirmation Exhibits, the Exit Facility, the Replacement Secured First Lien Term Loan (if

applicable), the New Second Lien Notes (if applicable), the Additional First Lien Debt (if applicable), the Rights Offering and the Rights Offering Documents, the Private Placement and the Private Placement Documents, the Rights Offering Backstop Commitment Agreement, the Private Placement Agreement, the Gold Fields Liquidating Trust Agreement, the issuance of the Reorganized PEC Common Stock, Rights Offering Equity Rights, Penny Warrants, Preferred Equity, LTIP Shares, the Amended Securitization Facility or any act taken or omitted to be taken in connection with or relating to any of the foregoing; provided, however, that the foregoing shall not affect the liability of any Released Party that otherwise would result from any act or omission to the extent that act or omission subsequently is determined in a Final Order to have constituted gross negligence or willful misconduct. Any of the foregoing parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan.

6. **Enforcement of the Bar Date Order.** Except as specifically set forth in the Plan, the Confirmation Order and this Notice, the Bar Date Order remains in full force and effect, including, without limitation, the establishment of August 19, 2016 as the Bar Date for the Filing of General Unsecured Claims and Claims arising under section 503(b)(9) of the Bankruptcy Code and October 11, 2016 as the Bar Date for the Filing of Governmental Claims.

7. **Administrative Claims Bar Date.** Pursuant to Section II.A.1.h of the Plan, except as otherwise provided in Section II.A.1.h.11 of the Plan or in a Bar Date Order or other order of the Bankruptcy Court, unless previously Filed, requests for payment of Administrative Expense Claims must be Filed and served on the Notice Parties pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order, no later than 30 days after the Effective Date, which is May 3, 2017 (the "Administrative Claims Bar Date"). Holders of Administrative Expense Claims that are required to File and serve a request for payment of such Administrative Expense Claims and that do not File and serve such a request by the applicable Bar Date will be forever barred from asserting such Administrative Expense Claims against the Debtors, the Reorganized Debtors, the Gold Fields Liquidating Trust or their respective property and such Administrative Expense Claims will be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the Notice Parties and the requesting party by the Claims Objection Bar Date.

8. **Professional Fee Claims.** Professionals or other entities asserting a Fee Claim for services rendered before the Effective Date must File and serve on the Notice Parties and such other entities who are designated by the Bankruptcy Rules, the Confirmation Order or other order of the Bankruptcy Court an application for final allowance of such Fee Claim no later than 60 days after the Effective Date, or June 2, 2017; provided, however, that any professional who may receive compensation or reimbursement of expenses pursuant to the Ordinary Course Professionals Order may continue to receive such compensation and reimbursement of expenses for services rendered before the Effective Date pursuant to the Ordinary Course Professionals Order without further Bankruptcy Court review or approval (except as provided in the Ordinary Course Professionals Order). Objections to any Fee Claim must be Filed and served on the Notice Parties and the requesting party by the later of: (a) 90 days after the Effective Date, which is July 2, 2017; (b) 30 days after the Filing of the applicable request for payment of the Fee Claim; or (c) such other period of limitation as may be specifically fixed by a Final Order for objecting to such Fee Claims. To the extent necessary, the Confirmation Order will amend and supersede any previously entered order of the Bankruptcy

Court regarding the payment of Fee Claims. For the avoidance of doubt, professionals for (i) the Noteholder Co-Proponents, (ii) the Indenture Trustees, (iv) the First Lien Agent and (v) the First Lien Lenders shall not be required to submit fee applications.

9. **Rejection Damages Claims.** In accordance with Section III.B.2 of the Plan, unless otherwise provided in a Final Order of the Bankruptcy Court approving the rejection of an Executory Contract or Unexpired Lease, Claims arising out of the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan must be Filed with the Bankruptcy Court and served upon counsel to the Debtors and Designated Co-Administrator and, if concerning the Gold Fields Debtors, the Gold Fields Liquidating Trustee, on or before the later of: (a) 30 days after the Effective Date, which is May 3, 2017; or (b) for Executory Contracts identified on Exhibit III.B.1 of the Plan, 30 days after (i) a notice of such rejection is served under the *Order, Pursuant to Sections 105, 365 and 1123 of the Bankruptcy Code, (I) Establishing Procedures with Respect to the Proposed Assumption, Assumption and Assignment, and Rejection of Executory Contracts and Unexpired Leases and the Treatment of Other Agreements Pursuant to the Amended Joint Plan of Reorganization of Debtors and Debtors in Possession and Applicable Law and (II) Approving the Form and Manner of Notice Thereof* (Docket No. 2420) (the "Contract Procedures Order"), if the contract counterparty does not timely file an objection to the rejection in accordance with the Contract Procedures Order or (ii) if such an objection to rejection is timely filed with the Bankruptcy Court in accordance with the Contract Procedures Order, the date that an order is entered approving the rejection of the applicable contract or lease or the date that the objection to rejection is withdrawn. Any Claims not Filed within such applicable time periods will be forever barred from receiving a Distribution from the Debtors, the Reorganized Debtors or the Estates.

10. **Service Upon Claims Agent.** Administrative Expense Claims and Proofs of Claim that are required to be Filed in accordance with the bar dates set forth above must be served on the Debtors' claims, notice and balloting agent Kurtzman Carson Consultants, LLC so as to be **actually received** by the applicable deadline by delivering an applicable proof of claim by regular mail, overnight courier or hand delivery to the following address:

**Peabody Energy Corp Claims Processing Center
c/o Kurtzman Carson Consultants, LLC
2335 Alaska Avenue
El Segundo, California 90245**

11. **Proofs of claim may NOT be delivered by facsimile or electronic mail transmission.** Any facsimile or electronic mail submission will not be accepted and will not be deemed Filed until a proof of claim is submitted by one of the approved methods described above.

12. **Notice Parties' Service Addresses.** To be effective, any notices, requests and demands required or permitted to be provided under the Plan shall be in writing (including, without express or implied limitation, by facsimile transmission), and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, and addressed to: (a) counsel to the Reorganized Debtors, Jones Day, 901 Lakeside Avenue, Cleveland, Ohio 44114 (Attn: Heather Lennox), Jones Day, 51 Louisiana Avenue, N.W.,

Washington, D.C. 20001 (Attn: Amy Edgy and Daniel T. Moss) and Armstrong Teasdale LLP, 7700 Forsyth Boulevard, Suite 1800, St. Louis, Missouri 63105 (Attn: Steven N. Cousins and Susan K. Ehlers); (b) the Creditor Co-Proponents, (i) First Lien Lender Co-Proponents, Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York 10017 (Attn: Damian S. Schaible, Darren S. Klein and Angela M. Libby) and (ii) Noteholder Co-Proponents, (A) counsel to certain members of the *Ad Hoc* Group of Second Lien Noteholders, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, NY 10036 (Attn: Jay M. Goffman and Shana Elberg), Stinson Leonard Street LLP, 7700 Forsyth Boulevard, Suite 1100, St. Louis, MO 63105 (Attn: Johh G. Young, Jr.), and Woods, Fuller, Shultz & Smith, P.C., 300 South Phillips Avenue, Suite 300, Sioux Falls, SD 57104 (Attn: Jordan J. Feist), (B) counsel to certain members of the *Ad Hoc* Group of Senior Noteholders, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036 (Attn: Kenneth H Eckstein, P. Bradley O'Neill, Stephen Zide and Andy Dove), Doster, Ullom & Boyle, LLC, 16090 Swingley Ridge Road, Suite 620, St. Louis, Missouri 63017 (Attn: Gregory D. Willard, John G. Boyle and Alec L. Moen), Kirkland & Ellis LLP, 601 Lexington Avenue, New York, NY 10022 (Attn: Stephen E. Hessler) and Kirkland & Ellis LLP, 555 California Street, San Francisco, California 94104 (Attn: Brian Ford and Melissa N. Koss); (c) the Office of the United States Trustee, 400 East 9th Street, Room 3440, Kansas City, Missouri 64106 (Attn: Daniel J. Casamatta) and 111 S. 10th Street, Room 6353, St. Louis, Missouri 63102 (Attn: Paul A. Randolph and Leonora S. Long); (d) the Creditors' Committee with respect to matters set forth in Section V.E.8 of the Plan, Morrison & Forrester LLP, 250 55th Street, New York, NY 10019-9601 (Attn: Lorenzo Marinuzzi and Daniel J. Harris); (e) Cullen Drescher Speckhart, Esq., the Designated Co-Administrator, with respect to matters set forth in Article VII of the Plan, Wolcott Rivers Gates Attorneys at Law, 200 Bendix Road, Suite 300, Virginia Beach, VA 23452.

13. **Copies of the Plan and the Confirmation Order.** Copies of the Plan and the Confirmation Order may be obtained free of charge at www.kccllc.net/peabody.

Dated: April 3, 2017
St. Louis, Missouri

Respectfully submitted,

/s/ Steven N. Cousins

Steven N. Cousins, MO 30788
Susan K. Ehlers, MO 49855
Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, MO 63105
Telephone: (314) 621-5070
Facsimile: (314) 612-2239
Email: scousins@armstrongteasdale.com
Email: sehlers@armstrongteasdale.com

Heather Lennox (admitted *pro hac vice*)
Jones Day
North Point
901 Lakeside Avenue
Cleveland, OH 44114
Telephone: (216) 586-3939
Facsimile: (216) 579-0212

Amy Edgy (admitted *pro hac vice*)
Daniel T. Moss (admitted *pro hac vice*)
Jones Day
51 Louisiana Avenue, N.W.
Washington, D.C. 20001-2113
Telephone: (202) 879-3939
Facsimile: (202) 626-1700

Attorneys for Debtors and Debtors in Possession