

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K/A

Current report filing [amend]

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FILER

PEABODY ENERGY CORP

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SIC: **1221** Bituminous coal & lignite surface mining

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**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K/A

(Amendment No. 2)

CURRENT REPORT

**Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported) October 23, 2012

PEABODY ENERGY CORPORATION

(Exact name of registrant as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	1-16463 (Commission File Number)	13-4004153 (I.R.S. Employer Identification No.)
701 Market Street, St. Louis, Missouri (Address of principal executive offices)		63101-1826 (Zip Code)

Registrant's telephone number, including area code (314) 342-3400

N/A

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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EXPLANATORY NOTE

This amendment to the Current Report on Form 8-K filed by Peabody Energy Corporation on October 26, 2012 is being filed to provide disclosure regarding the employment agreement between Peabody Energy Corporation and Charles F. Meintjes that was entered into as of January 7, 2013.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(b) Information regarding changes in roles and responsibilities of Eric Ford and Charles L. Meintjes is incorporated herein by reference from Item 5.02(c) below.

(c) On October 23, 2012, Peabody Energy Corporation (“Peabody”) announced leadership changes within the business units to further strengthen Peabody’s global operating platform. Peabody has named Eric Ford as Chairman of Peabody’s Australia Business Unit, Charles F. Meintjes as President - Australia and Kemal Williamson as President - Americas. Mr. Ford currently serves as President - Australia and Mr. Meintjes currently serves as Acting President - Americas. All changes are effective November 15, 2012.

In his new role as Chairman of Peabody’s Australia Business Unit, Mr. Ford will oversee strategic direction, operational and commercial strategy and performance, and external stakeholder interaction. Mr. Ford, age 58, joined Peabody in March 2007 as Executive Vice President and Chief Operating Officer, and served in that position until he was named President - Australia in March 2012. He has over 40 years of extensive international management, operating and engineering experience. Mr. Ford serves on the board of directors of Compass Minerals International, Inc.

In his new role as President - Australia, Mr. Meintjes will lead business unit teams that manage all aspects of the Australia operating platform with responsibility for health and safety, operations, sales and marketing, product delivery and support functions. Mr. Meintjes, age 49, has extensive operational, strategy, continuous improvement and information technology experience with mining companies on three continents. He joined Peabody in 2007, and most recently served as Acting President - Americas and Group Executive of Operations for the Midwest and Colorado. Other past positions with Peabody include Senior Vice President of Operations Improvement and Senior Vice President Engineering and Continuous Improvement.

In his new role as President - Americas, Mr. Williamson will lead business unit teams that manage all aspects of the Americas operating platform with responsibility for health and safety, operations, sales and marketing, product delivery and support functions. Mr. Williamson, age 53, brings more than 30 years experience in mining engineering and operations roles across North America and Australia. He joined Peabody in 2000, and most recently was Group Executive Operations for the Peabody Energy Australia operations. Other past positions with Peabody include Group Executive - Powder River Basin Operations, Group Executive - Midwest Operations, and Director - Land Management.

Williamson Employment Agreement

On December 20, 2012, Peabody and Mr. Williamson entered into a restated employment agreement pursuant to which he accepted employment as President Americas. The employment agreement provides for an initial three-year term which automatically renews for a one-year period at the end of the initial term and, if applicable, any renewal period, unless written notice is given by either party at least 90 days before the end of the applicable period.

The employment agreement describes the compensation arrangements applicable to Mr. Williamson during his employment with Peabody, which includes:

a base salary at the initial rate of \$500,000;

an annual cash bonus in accordance with a program approved by the Board of Directors (his bonus opportunity for the 2012 fiscal year is 80% of his base salary); and

eligibility to receive equity-based compensation awards under Peabody's equity incentive plans (the grant date value for such awards is targeted at 200% of his base salary, but actual awards may range from 0% to 350% of base salary).

Following a termination of employment for any reason during the term of employment or any renewal period, Mr. Williamson will be entitled to receive: (1) base salary earned but not yet paid prior to such termination; (2) any reimbursable business expenses not yet reimbursed; (3) any vacation time accrued but unused as of the date of such termination; and (4) any benefits accrued and vested under any of Peabody's employee benefit programs, plans and practices on or prior to the date of termination. In addition:

If Mr. Williamson's employment terminates due to retirement (as defined in the applicable plan), he will be entitled to a one-time prorated annual cash bonus for the year of termination.

In the event of disability (as defined in the employment agreement), Peabody may terminate Mr. Williamson's employment, in which case, he will be entitled to a one-time prorated annual cash bonus for the year of termination.

In the event of Mr. Williamson's death during the term of employment, Peabody will pay to his beneficiaries or estate a one-time prorated annual cash bonus for the year of his death.

If Mr. Williamson's employment is terminated by Peabody other than for cause, disability or death or by Mr. Williamson for good reason (as defined in the employment agreement), Mr. Williamson will be entitled to the following benefits: (A) one times base salary; (B) one times the annual average of the actual cash bonuses paid to him for the three prior years; and (C) six percent of base salary (to compensate for Company contributions he otherwise might have received under Peabody's retirement plan). If such termination also constitutes a separation of service (as defined in the employment agreement), Mr. Williamson will also be entitled to (1) a one-time prorated annual cash bonus for the year of termination and (2) continuation of group health coverage (including medical, dental and vision benefits) for the 18 months following termination. Continuing benefit coverage will terminate to the extent he is offered or obtains comparable coverage from any other employer.

The employment agreement provides for confidentiality obligations during and following Mr. Williamson's employment and includes noncompetition provisions that are effective during, and for one year following, his employment, and nonsolicitation provisions that are effective during, and for two years following, his employment.

The foregoing description is only a summary of certain provisions of the employment agreement, and is qualified in its entirety by reference to the employment agreement itself, which is filed as Exhibit 10.1 hereto and which is incorporated by reference herein.

Meintjes Employment Agreement

On January 7, 2013, Peabody and Mr. Meintjes entered into a restated employment agreement pursuant to which he accepted employment as President Australia. The employment agreement provides for an initial three-year term which automatically renews for a one-year period at the end of the initial term and, if applicable, any renewal period, unless written notice is given by either party at least 90 days before the end of the applicable period.

The employment agreement describes the compensation arrangements applicable to Mr. Meintjes during his employment with Peabody, which includes:

a base salary at the initial rate of \$550,000;

an annual cash bonus in accordance with a program approved by the Board of Directors (his bonus opportunity for the 2012 fiscal year is 80% of his base salary); and

eligibility to receive equity-based compensation awards under Peabody's equity incentive plans (the grant date value for such awards is targeted at 200% of his base salary, but actual awards may range from 0% to 350% of base salary).

Following a termination of employment for any reason during the term of employment or any renewal period, Mr. Meintjes will be entitled to receive: (1) base salary earned but not yet paid prior to such termination; (2) any reimbursable business expenses not yet reimbursed; (3) any vacation time accrued but unused as of the date of such termination; and (4) any benefits accrued and vested under any of Peabody's employee benefit programs, plans and practices on or prior to the date of termination. In addition:

If Mr. Meintjes' employment terminates due to retirement (as defined in the applicable plan), he will be entitled to a one-time prorated annual cash bonus for the year of termination.

In the event of disability (as defined in the employment agreement), Peabody may terminate Mr. Meintjes' employment, in which case, he will be entitled to a one-time prorated annual cash bonus for the year of termination.

In the event of Mr. Meintjes' death during the term of employment, Peabody will pay to his beneficiaries or estate a one-time prorated annual cash bonus for the year of his death.

If Mr. Meintjes' employment is terminated by Peabody other than for cause, disability or death or by Mr. Meintjes for good reason (as defined in the employment agreement), Mr. Meintjes will be entitled to the following benefits: (A) one times base salary; (B) one times the annual average of the actual cash bonuses paid to him for the three prior years; and (C) six percent of base salary (to compensate for Company contributions he otherwise might have received under Peabody's retirement plan). If such termination also constitutes a separation of service (as defined in the employment agreement), Mr. Meintjes will also be entitled to (1) a one-time prorated annual cash bonus for the year of termination and (2) continuation of group health coverage (including medical, dental and vision benefits) for the 18 months following termination. Continuing benefit coverage will terminate to the extent he is offered or obtains comparable coverage from any other employer.

The employment agreement provides for confidentiality obligations during and following Mr. Meintjes' employment and includes noncompetition provisions that are effective during, and for one year following, his employment, and nonsolicitation provisions that are effective during, and for two years following, his employment.

The foregoing description is only a summary of certain provisions of the employment agreement, and is qualified in its entirety by reference to the employment agreement itself, which is filed as Exhibit 10.2 hereto and which is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
10.1	Restated Employment Agreement entered into as of December 20, 2012, by and between Peabody Energy Corporation and Kemal Williamson.*
10.2	Restated Employment Agreement entered into as of January 7, 2013, by and between Peabody Energy Corporation and Charles F. Meintjes.

* Previously filed.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PEABODY ENERGY CORPORATION

January 10, 2013

By: */s/ Kenneth L. Wagner*

Name: *Kenneth L. Wagner*

Title: *Vice President, Assistant General
Counsel and Assistant Secretary*

EXHIBIT INDEX

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* Previously filed.

RESTATED EMPLOYMENT AGREEMENT

This AGREEMENT (the “Agreement”) is entered into as of January 7, 2013 (the “Restatement Date”) by and between Peabody Energy Corporation, a Delaware corporation (the “Company”), and Charles Meintjes (“Executive”). This Agreement is a continuation, in the form of a complete restatement to incorporate updated provisions, of the most recent restated employment agreement between the Company and Executive dated April 1, 2011 (the “Prior Agreement”).

RECITALS

To induce Executive to serve as the Company’s President Australia effective as of the Restatement Date, the Company desires to amend and restate the Prior Agreement provide Executive with compensation and other benefits on the terms and subject to the conditions set forth in this Agreement.

Executive is willing to accept such continued employment and perform continued services for the Company, on the terms and subject to the conditions hereinafter set forth.

It is therefore hereby agreed by and between the parties as follows:

1. Employment.

1.1 Subject to the terms and conditions of this Agreement, the Company agrees to employ Executive during the term hereof as President Australia. In such capacity, Executive shall have the powers, responsibilities and authority as are assigned by the Company to this position.

1.2 Subject to the terms and conditions of this Agreement, Executive hereby accepts continued employment as President Australia commencing as of the Restatement Date and agrees, subject to any period of vacation or other approved leave, to devote his or her full business time and efforts to the performance of services, duties and responsibilities in connection therewith, subject at all times to the terms and conditions of this Agreement.

1.3 Subject to Executive’s compliance with all of the provisions of the Company’s code of conduct and other policies, nothing in this Agreement shall preclude Executive from engaging in charitable work and community affairs, from delivering lectures, fulfilling speaking engagements or teaching at educational institutions, from managing any investment made by him or her or his or her immediate family with respect to which Executive is not substantially involved with the management or operation of the entity in which Executive has invested (provided that no such investment in publicly traded equity securities may exceed five percent (5%) of the equity of any entity without the prior written approval of the Chairman and Chief Executive Officer (“Chairman and CEO”)) or from serving, subject to the prior written approval of the Chairman and CEO, as a member of boards of directors or as a trustee of any other corporation, association or entity, to the extent that any of the above activities do not materially interfere with the performance of his or her duties hereunder. For purposes of the preceding sentence, any approval by the Chairman and CEO required therein shall not be unreasonably withheld.

2. Term of Employment. Executive' s term of employment under this Agreement shall commence on the Restatement Date and continue for three (3) years, subject to earlier termination as provided in the Agreement (the "Term of Employment"). The Agreement automatically will renew for a one (1)-year period at the end of the initial Term of Employment and, if applicable, any renewal period, unless either the Company or Executive notifies the other party of the intention not to renew the Agreement in writing at least ninety (90) days before the end of the applicable period.

3. Compensation.

3.1 Salary. During the Term of Employment, the Company shall pay Executive a base salary ("Base Salary") at the initial rate of \$550,000. Such Base Salary shall be payable in accordance with the ordinary payroll practices of the Company. During the Term of Employment, the Compensation Committee of the Company' s Board of Directors (the "Compensation Committee") and/or the Chairman and CEO shall review Executive' s Base Salary in good faith, at least annually, in accordance with the Company' s customary procedures and practices regarding the salaries of senior executives, and may adjust Executive' s Base Salary following such review. "Base Salary" for all purposes herein shall be deemed to be a reference to the Base Salary in effect as of any date that requires the determination of Executive' s Base Salary hereunder.

3.2 Annual Bonus.

(a) In addition to Base Salary, Executive shall, commencing in 2012 and continuing for each calendar year thereafter during the Term of Employment, be eligible to receive an annual cash bonus (the "Bonus") in accordance with a program developed by the Compensation Committee and/or the Chairman and CEO, based on achievement of performance targets established by the Compensation Committee and/or the Chairman and CEO as soon as practicable at or after the beginning of the calendar year to which the performance targets relate. The performance targets for the 2012 Bonus shall be determined before or as soon as practicable after the Restatement Date. Executive' s Bonus opportunity for the 2012 is 80% of his or her Base Salary. The Compensation Committee and/or the Chairman and CEO shall review Executive' s Bonus opportunity in good faith from time to time in accordance with the Company' s customary procedures and practices regarding the bonus opportunities of senior executives, and may adjust Executive' s Bonus opportunity following such review. "Bonus" for all purposes herein, except as otherwise specifically stated, shall be deemed to be a reference to the Bonus opportunity in effect as of any date that requires the determination of Executive' s Bonus hereunder.

(b) A Bonus award for any calendar year shall be payable to Executive at the time bonuses are paid to executive officers for such calendar year in accordance with the Company' s policies and practices, but in no event later than March 15 of the calendar year following the later of (i) the calendar year in which the Bonus is earned or (ii) the calendar year in which the Bonus is no longer subject to a substantial risk of forfeiture within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury regulations and other guidance in effect thereunder (collectively, "Section 409A").

3.3 Equity-Based Compensation. Executive shall be eligible to receive, from time to time during the Term of Employment, equity-based compensation awards under the Company' s equity incentive plan(s) (the "Long-Term Incentive Awards"). Any such Long-Term Incentive Awards shall be governed by separate written grant agreements. Executive' s Long-Term Incentive Award is targeted at 200% of Executive' s Base Salary, but actual awards may range from 0% of Executive' s Base Salary to 350% of Executive' s Base Salary. The Compensation Committee and/or the Chairman and CEO shall review the grant date value of Executive' s Long-Term Incentive Awards in good faith from time to time in accordance with the Company' s customary procedures and practices regarding the long-term incentive awards of senior executives, and may adjust the grant date value of future Long-Term Incentive Awards to Executive following such review. "Long-Term Incentive Award" for all purposes herein, except as otherwise specifically stated, shall be deemed to be a reference to the grant date Long-Term Incentive Award value in effect as of any date that requires the determination of Executive' s Long-Term Incentive Award value hereunder or under any grant agreement.

4. Employee Benefits.

4.1 Employee Benefit Programs, Plans and Practices; Perquisites. The Company shall provide Executive with employee benefits and perquisites at a level (a) commensurate with his or her position in the Company and (b) at least as favorable to Executive as the arrangements the Company provides to its other senior executives that are in effect and open to new participants on the Restatement Date, including retirement benefits, health and welfare benefits, the Continuation Benefits (as defined in Section 6.2(b)(ii)(B)(II)), directors and officers insurance and/or an indemnification agreement that covers claims arising out of actions or inactions occurring during the Term of Employment, and other employee benefits and perquisites which the Company may make available to its senior executives from time to time in its discretion on and after the Restatement Date. Executive' s rights, if any, under any employee benefit plans or programs of the Company as of the Restatement Date shall continue in accordance with plan or program terms as in effect at any given time.

4.2 Vacation. Executive shall be entitled to the number of business days paid vacation in each calendar year as determined in accordance with the Company' s applicable vacation policies, which shall be taken at such times as are consistent with Executive' s responsibilities hereunder.

5. Expenses. Subject to prevailing Company policy or guidelines, the Company will reimburse Executive for all reasonable expenses incurred by Executive in carrying out his or her duties on behalf of the Company, provided that payment or reimbursement of expenses shall be made promptly and in no event later than December 31 of the year following the year in which such expenses were incurred, the amount of such expenses eligible for payment or reimbursement in any year shall not affect the amount of such expenses eligible for payment or reimbursement in any other year and no such right to payment or reimbursement shall be subject to liquidation or exchange for another benefit.

6. Termination of Employment.

6.1 Termination of Employment for Any Reason. Except as otherwise specifically provided in this Agreement, the Company or Executive may terminate Executive's Term of Employment at any time for any reason by written notice to the other party at least thirty (30) days in advance of the date of termination of Executive's employment. In the event of a termination of Executive's employment for any reason during the Term of Employment, the Company shall pay to Executive:

(a) within five (5) business days following the date of termination of Executive's employment, a lump sum that includes:

(i) Executive's Base Salary earned on or prior to the date of such termination but not yet paid to Executive in accordance with the Company's customary procedures and practices for the payment of executive salaries; (ii) any business expenses incurred by Executive and properly submitted for reimbursement, but not yet reimbursed by the Company under Section 5 above as of the date of such termination; and (iii) any vacation time accrued but unused as of the date of such termination;

(b) any benefits accrued and vested under any of the Company's employee benefit programs, plans and practices on or prior to the date of termination of Executive's employment; and

(c) if Executive's employment terminates due to retirement (as defined in the applicable plan) a prorated bonus for the calendar year of termination of Executive's employment, calculated as the Bonus Executive would have received in such year based on actual performance multiplied by a fraction, the numerator of which is the number of business days during the calendar year of termination that Executive was employed and the denominator of which is the total number of business days during the calendar year of termination. Such bonus shall be payable when annual Bonuses are paid to other senior executives of the Company, but in no event later than March 15 of the calendar year following the later of (i) the calendar year in which the Bonus is earned or (ii) the calendar year in which the bonus is no longer subject to a substantial risk of forfeiture within the meaning of Section 409A.

The amounts described in (a) and (b) above are collectively referred to herein as the "Accrued Obligations" and shall be paid in accordance with the terms of such Company programs, plans and practices. The Accrued Obligations shall be paid in addition to any amounts payable under any other provision of this Section 6 due to the termination of Executive's employment. Any business expenses incurred by Executive before his or her employment termination date and properly submitted for reimbursement before or within ninety (90) days after the employment termination date shall be processed and paid in accordance with Section 5.

6.2 Termination by the Company without Cause or Termination by Executive for Good Reason.

(a) Notice Requirements.

(i) General. Except as otherwise provided in paragraph (ii) below with respect to a Good Reason termination, the Company or Executive may terminate Executive' s Term of Employment at any time for any reason by written notice to the other party at least thirty (30) days in advance of the date of termination of Executive' s employment.

(ii) Good Reason Notice Requirements and Cure Period. If Executive terminates his or her employment during the Term of Employment for Good Reason (as defined in Section 6.2(d) hereof), Executive shall provide written notice to the Company at least forty-five (45) days in advance of the date of termination, such notice shall describe the conduct Executive believes to constitute Good Reason and the Company shall have the opportunity to cure the Good Reason within thirty (30) days after receiving such notice. If the Company cures the conduct that is the basis for the potential termination for Good Reason within such thirty (30)-day period, Executive' s notice of termination shall be deemed withdrawn. If Executive does not give notice to the Company as described in this Section 6.2(a)(ii) within ninety (90) days after an event giving rise to Good Reason, Executive' s right to claim Good Reason termination on the basis of such event shall be deemed waived.

(b) Severance Benefits.

(i) Severance Payment. If Executive' s employment is terminated during the Term of Employment (for the avoidance of doubt, the term "terminated" does not include non-renewal of this Agreement):

(A) by the Company for a reason other than Cause (as defined in Section 6.3(b) hereof), Disability (as defined in Section 6.4 hereof) or death, or

(B) by Executive for Good Reason (as defined in Section 6.2(d) hereof),

and such termination constitutes a Separation from Service (as defined in Section 6.2(c) hereof), the Company, as severance, shall pay to Executive an amount (the "Severance Payment") equal to the total of:

(I) one (1) times Executive' s Base Salary; plus

(II) an additional amount equal to one (1) times the annual average of the actual Bonus awards paid to Executive by the Company for the three (3) calendar years preceding the date of Executive' s employment termination (or, if Executive has not been employed by the Company for three (3) full calendar years as of the date his or her employment is terminated for the two (2) calendar years or one (1) calendar year, as applicable, for which he or she has been so employed and eligible to receive a Bonus); plus

(III) six percent (6%) of Executive' s Base Salary (to compensate Executive for Company contributions he or she otherwise might have received under the Company' s retirement plan).

The Company shall pay to Executive (x) one-half ($\frac{1}{2}$) of such Severance Payment in a lump sum payment on the earlier to occur of Executive' s death or the first business day immediately following the six (6)-month anniversary of Executive' s Separation from Service and (y) the remaining one-half ($\frac{1}{2}$) of the Severance Payment in six (6) substantially equal monthly payments beginning on the first day of the month next following the initial lump sum payment. Notwithstanding the foregoing, Executive shall only be entitled to receive the Severance Payment to the extent that he or she shall execute (and, if applicable, not revoke) a release of claims against the Company (and its officers, directors, employees, affiliates, stockholders, etc.) in a form substantially similar to that attached as Exhibit A to this Agreement (the "Release").

(ii) Prorated Bonus and Continuation Benefits. In addition, if Executive' s employment is terminated:

(A) by the Company for a reason other than Cause (as defined in Section 6.3(b) hereof), Disability (as defined in Section 6.4 hereof) or death, or

(B) by Executive for Good Reason (as defined in Section 6.2(d) hereof),

and such termination constitutes a Separation from Service, the following provisions shall apply:

(I) Prorated Bonus. The Company shall pay to Executive a prorated bonus (the "Prorated Bonus") for the calendar year of termination of Executive' s employment, calculated as the Bonus Executive would have received in such year based on actual performance multiplied by a fraction, the numerator of which is the number of business days during the calendar year of termination that Executive was employed and the denominator of which is the total number of business days during the calendar year of termination. The Prorated Bonus shall be payable when annual bonuses are paid to other senior executives of the Company, but in no event later than March 15 of the calendar year following the later of (aa) the calendar year in which the Bonus is earned or

(bb) the calendar year in which the Bonus is no longer subject to a substantial risk of forfeiture within the meaning of Section 409A.

(II) Continuation Benefits. Executive shall be entitled to continuation of group health coverage (including medical, dental, and vision benefits, to the extent permitted under the applicable plan), and the health care flexible spending account (to the extent required to comply with COBRA continuation coverage requirements) (collectively, the "Continuation Benefits") in accordance with the applicable plan terms for a period of up to eighteen (18) months following the date of Executive's Separation from Service (the "Benefit Continuation Period"); provided, however, that Executive pays the full cost of his or her coverage under such plans, except that Executive shall pay only the required contributions for any health care continuation coverage required to be provided to or on behalf of Executive under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA"), on the same basis as any other plan participant electing similar COBRA continuation coverage under the Company health plan; and provided, further, that any such coverage shall terminate to the extent that Executive is offered or obtains comparable benefits from any other employer during the Benefit Continuation Period. Executive shall be reimbursed by the Company, on an after-tax basis, for his or her cost of the Continuation Benefits (except that the reimbursement for his or her required contributions for COBRA health care continuation coverage shall be reduced by an amount equal to the cost paid by an active employee for similar coverage under the Company health plan). The amount of expenses eligible for reimbursement or Continuation Benefits provided during one calendar year shall not affect the expenses eligible for reimbursement or amount of Continuation Benefits provided during a subsequent calendar year (except with respect to health plan maximums imposed on the reimbursement of expenses referred to in Code Section 105(b)), the right to reimbursement or Continuation Benefits may not be exchanged or substituted for other forms of compensation to Executive, and any reimbursement or payment under the Continuation Benefits arrangements will be paid in accordance with applicable plan terms and no later than the last day of the calendar year following the calendar year in which Executive incurred the expense giving rise to such reimbursement or payment.

(iii) Forfeiture. Notwithstanding the foregoing, if Executive breaches any provision of Section 12 hereof, the remaining balances of the Severance Payment, the Prorated Bonus, and any Continuation Benefits shall be forfeited.

(c) “Separation from Service.” For purposes of this Agreement, the term “Separation from Service” means a “separation from service” as such term is defined under Section 409A. The terms “terminate,” “termination,” “termination of employment,” and variations thereof, when used in this Agreement in connection with Executive’s employment, are intended to mean a termination of employment that constitutes a Separation from Service. For purposes of the determination of whether Executive has had a “separation from service” as described under Section 409A, the terms “Company,” “employer” and “service recipient” mean Peabody Energy Corporation and any affiliate with which Peabody Energy Corporation would be considered a single employer under Code Section 414(b) or (c), provided that, in applying Code Section 1563(a)(1), (2), and (3) for purposes of determining a controlled group of corporations under Code Section 414(b), the language “at least 50 percent” is used instead of “at least 80 percent” each place it appears in Code Section 1563(a)(1), (2), and (3), and in applying Treasury Regulation Section 1.414(c)-2 for purposes of determining trades or businesses (whether or not incorporated) that are under common control for purposes of Code Section 414(c), “at least 50 percent” is used instead of “at least 80 percent” each place it appears in Treasury Regulation Section 1.414(c)-2. In addition, where the use of a definition of “Company,” “employer” or “service recipient” for purposes of determining a “separation from service” is based upon legitimate business criteria, in applying Code Section 1563(a)(1), (2), and (3) for purposes of determining a controlled group of corporations under Code Section 414(b), the language “at least 20 percent” is used instead of “at least 80 percent” each place it appears in Code Section 1563(a)(1), (2), and (3), and in applying Treasury Regulation Section 1.414(c)-2 for purposes of determining trades or businesses (whether or not incorporated) that are under common control for purposes of Code Section 414(c), the language “at least 20 percent” is used instead of “at least 80 percent” each place it appears in Treasury Regulation Section 1.414(c)-2.

(d) “Good Reason.” For purposes of this Agreement, the term “Good Reason” means:

(i) a reduction, other than a reduction that generally affects all similarly-situated executives and does not exceed ten percent (10%) in one year or fifteen percent (15%) in the aggregate over three (3) consecutive years, by the Company in Executive’s Base Salary from that in effect immediately prior to the reduction (in which event the Severance Payment shall be calculated based on Executive’s Base Salary in effect immediately prior to any such reduction);

(ii) a reduction, other than a reduction that generally affects all similarly-situated executives, by the Company in Executive’s Bonus opportunity from those in effect immediately prior to any such reduction (in which event any portion of the Severance Payment that relates to Bonus shall be calculated based on the Bonus in effect immediately prior to any such reduction);

(iii) a material reduction in the aggregate program of employee benefits and perquisites to which Executive is entitled (other than a reduction that generally affects all executives);

(iv) relocation of Executive' s primary office by more than 50 miles from the location of Executive' s primary office as of the date of this Agreement (other than a relocation to or from Australia in connection with Executive' s assumption of the duties hereunder);

(v) any material diminution or material adverse change in Executive' s duties or responsibilities from the time immediately prior to the alleged diminution;

(vi) a breach by the Company of a material provision of this Agreement; or

(vii) a failure on the part of the Company to obtain a written assumption of its obligations under this Agreement by a successor owner of substantially all of the Company' s assets in connection with a merger, consolidation, asset sale, liquidation, combination or other similar transaction.

Any amounts due to Executive in connection with a termination of employment shall be computed without giving effect to any changes that give rise to Good Reason.

6.3 Voluntary Termination by Executive; Discharge for Cause.

(a) In the event that Executive' s employment is terminated (i) by the Company for Cause, as hereinafter defined, in which event no advance written notice is required, or (ii) by Executive for a reason other than Good Reason, Disability or death, the Company shall pay to Executive only the Accrued Obligations.

(b) As used herein, the term "Cause" means:

(i) any material and uncorrected breach by Executive of the terms of this Agreement, including, but not limited to, engaging in action in violation of Section 12 hereof;

(ii) any willful fraud or dishonesty of Executive that has a detrimental effect on (A) the reputation or business of the Company or any of its subsidiaries or affiliates or (B) Executive' s reputation or performance of his or her duties to the Company or any of its subsidiaries or affiliates;

(iii) a deliberate or willful refusal or failure of Executive to comply with any major corporate policy of the Company or the lawful instructions of Executive' s supervisor, which in either case is communicated to Executive in writing; or

(iv) Executive' s conviction of, or plea of *nolo contendere* to, any felony if such conviction results in his or her imprisonment or has a material detrimental effect on the reputation or business of the Company or any of its subsidiaries or affiliates;

provided that with respect to clause (i) or (iii) above, Executive shall have ten (10) days following written notice of the conduct which is the basis for the potential termination for Cause within which to cure such conduct to prevent termination for Cause by the Company. If Executive cures the conduct that is the basis for the potential termination for Cause within such ten (10)-day period, the Company's notice of termination shall be deemed withdrawn. Except for violations of Section 12 hereof or termination under Section 6.3(b)(iv) above, only actions, conduct and events occurring during the Term of Employment with the Company shall be the subject of a termination for Cause. In the event that Executive is terminated for failure to meet performance goals, such termination shall be considered a termination without Cause for purposes of his or her right to receive the Severance Payment, the Prorated Bonus and the Continuation Benefits.

6.4 Disability.

(a) In the event of the Disability (as defined in (b) below) of Executive during the Term of Employment, the Company may terminate Executive's Term of Employment upon written notice to Executive (or Executive's personal representative, if applicable) effective upon the date of receipt thereof (the "Disability Commencement Date"). The Company shall pay to Executive the Accrued Obligations as provided in Section 6.1 hereof and the Prorated Bonus when such bonuses are paid to other senior executives of the Company, but in no event later than March 15 of the calendar year following the calendar year in which Executive's employment terminated.

(b) The term "Disability," for purposes of this Agreement, generally shall mean Executive's absence from the full-time performance of Executive's duties pursuant to a reasonable determination made in accordance with the Company's long-term disability plan that Executive is disabled and entitled to long-term disability benefits as a result of incapacity due to physical or mental illness that lasts, or is reasonably expected to last, for at least six (6) months.

6.5 Death. In the event of Executive's death during the Term of Employment or at any time thereafter while payments are still owing to Executive under the terms of this Agreement, the Company shall pay to Executive's beneficiary(ies) (to the extent so designated by Executive) or his or her estate (to the extent that no such beneficiary has been designated) the Accrued Obligations as provided in Section 6.1 hereof and the Prorated Bonus when such bonuses are paid to other senior executives of the Company, but in no event later than March 15 of the calendar year following the calendar year in which Executive's employment terminated.

6.6 No Further Notice or Compensation or Damages. Executive understands and agrees that he or she shall not be entitled to any further notice, compensation or damages upon termination of employment under this Agreement, other than amounts specified in Section 4, this Section 6, any ancillary documents or any plan, program or arrangement of the Company.

6.7 Executive's Duty to Provide Materials. Upon the termination of Executive's employment for any reason, Executive or his or her estate shall surrender to the Company all correspondence, letters, files, contracts, mailing lists, customer lists, advertising

materials, ledgers, supplies, equipment, checks, and all other materials and records of any kind that are the property of the Company or any of its subsidiaries or affiliates, that may be in Executive' s possession or under his or her control, including, without limitation, any "soft" copies or computerized or electronic versions thereof.

7. Notices. All notices or communications hereunder shall be in writing, addressed as follows:

To the Company:

Chief Administrative Officer
Peabody Energy Corporation
701 Market Street
St. Louis, Missouri 63101-1826

To Executive at the most recent address set forth in the Company' s personnel records.

Any such notice or communication shall be delivered by hand or by courier or sent certified or registered mail, return receipt requested, postage prepaid, addressed as above (or to such other address as such party may designate in a notice duly delivered as described above), and the third business day after the actual date of sending shall constitute the time at which notice was given.

8. Severability. If any provision of this Agreement is declared to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not affect the remaining provisions hereof, which shall remain in full force and effect.

9. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assignable or otherwise subject to hypothecation by Executive (except by will or by operation of the laws of intestate succession) or by the Company, except that the Company may assign this Agreement, in writing, to any successor (whether by merger, purchase, spin-off or otherwise) to all or substantially all of the stock, assets or businesses of the Company. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the heirs and representatives of Executive and the permitted assigns and successors of the Company.

10. Amendment. This Agreement may be amended only by written agreement of the parties hereto.

11. Code Section 409A Compliance.

11.1 This Agreement is intended to comply with Section 409A and shall, to the extent practicable, be construed in accordance therewith. Accordingly, notwithstanding anything in this Agreement to the contrary, if the Company determines that Executive is a "specified employee" (as defined in Code Section 409A(a)(2)(B)(i)) at the time of his or her Separation from Service and any amount payable to Executive under this Agreement is a deferral of compensation subject to the additional tax described in Code Section 409A(a)(1)(B) and would be considered a payment upon Executive' s Separation from Service, then such amount shall not be paid before the date that is the earlier of (a) six (6) months and one (1) day after Executive' s

Separation from Service or (b) Executive' s death (the "Delay Period"). Upon the expiration of the Delay Period, the initial payment following the Delay Period shall include a lump sum payment equal to those payments that otherwise would have been paid if the delay had not applied, and any remaining payments due shall be payable in accordance with their original payment schedule.

11.2 If either party to this Agreement reasonably determines that any amount payable pursuant to this Agreement would result in adverse tax consequences under Section 409A (including, but not limited to, the additional tax described in Code Section 409A(a)(1)(B)), then such party shall deliver written notice of such determination to the other party, and the parties hereby agree to work in good faith to amend this Agreement so it (a) is exempt from, or compliant with, the requirements of Section 409A and (b) preserves as nearly as possible the original intent and economic effect of the affected provisions.

12. Nondisclosure of Confidential Information; Non-Competition; Non-Solicitation.

12.1 Executive, during the Term of Employment and thereafter, will not, directly or indirectly, use for himself or herself or use for, or disclose to, any party other than the Company, or any subsidiary of the Company (other than in the ordinary course of Executive' s duties for the benefit of the Company or any subsidiary of the Company), any secret or confidential information regarding the business or property of the Company or its subsidiaries or regarding any secret or confidential apparatus, process, system, or other method at any time used, developed, acquired, discovered or investigated by or for the Company or its subsidiaries, whether or not developed, acquired, discovered or investigated by Executive. At the termination of Executive' s employment or at any other time the Company or any of its subsidiaries may request, Executive shall promptly deliver to the Company all memoranda, notes, records, plats, sketches, plans or other documents (including, without limitation, any "soft" copies or computerized or electronic versions thereof) made by, compiled by, delivered to, or otherwise acquired by Executive concerning the business or properties of the Company or its subsidiaries or any secret or confidential product, apparatus or process used developed, acquired or investigated by the Company or its subsidiaries.

12.2 In consideration of the Company' s obligations under this Agreement, Executive agrees that during his or her employment with the Company and (a) for a period of one (1) year thereafter, without the prior written consent of the Chairman and CEO, he or she shall not, directly or indirectly, as principal, manager, agent, consultant, officer, stockholder, partner, investor, lender or employee or in any other capacity, carry on, be engaged in or have any financial interest in, any entity which is in competition with the business of the Company or its subsidiaries; provided, however, that this clause (a) shall not apply if the Company does not renew this Agreement and terminates Executive' s employment and Executive does not receive severance benefits from the Company; and (b) for a period of two (2) years thereafter, without the prior written consent of the Chairman and CEO, he or she shall not, on his or her own behalf or on behalf of any person, firm or company, directly or indirectly, solicit or offer employment to any person who is or has been employed by the Company or its subsidiaries at any time during the twelve (12) months immediately preceding such solicitation.

12.3 For purposes of this Section 12, an entity shall be deemed to be in competition with the Company if it is principally involved in the purchase, sale or other dealing in any property or the rendering of any service purchased, sold, dealt in or rendered by the Company as a part of the business of the Company within the same geographic area in which the Company effects such sales or dealings or renders such services. Notwithstanding this Section 12.3 or Section 12.2, nothing herein shall be construed so as to preclude Executive from investing in any publicly or privately held company, provided that Executive's beneficial ownership of any class of securities of an entity in competition with the Company does not exceed five percent (5%) (or such higher percentage approved in writing by the Chairman and CEO) of the outstanding securities of such class.

12.4 Executive agrees that the covenant not to compete and the covenant not to solicit are reasonable under the circumstances and will not interfere with his or her ability to earn a living or otherwise to meet his or her financial obligations. Executive and the Company agree that if in the opinion of any court of competent jurisdiction such restraint is not reasonable in any respect, such court shall have the right, power and authority to excise or modify such provision or provisions of this covenant which appear unreasonable and to enforce the remainder of the covenant as so amended. Executive agrees that any breach of the covenants contained in this Section 12 would irreparably injure the Company. Accordingly, Executive agrees that, in the event that a court enjoins Executive from any activity prohibited by this Section 12, the Company may, in addition to pursuing any other remedies it may have in law or in equity, cease making any payments otherwise required by this Agreement and obtain an injunction against Executive from any court having jurisdiction over the matter restraining any further violation of this Agreement by Executive.

13. Beneficiaries; References. Executive shall be entitled to select (and change, to the extent permitted under any applicable law) a beneficiary or beneficiaries to receive any compensation or benefit payable hereunder following Executive's death, and may change such election, in either case by giving the Company written notice thereof. In the event of Executive's death or a judicial determination of his or her incompetence, reference in this Agreement to Executive shall be deemed, where appropriate, to refer to his or her beneficiary, estate or other legal representative. Any reference to the masculine gender in this Agreement shall include, where appropriate, the feminine.

14. Dispute Resolution. Any dispute or controversy arising under or in connection with this Agreement (other than an action to enforce the covenants in Section 12 hereof) or any ancillary documents shall be resolved by arbitration in St. Louis, Missouri. Three arbitrators shall be selected, and arbitration shall be conducted, in accordance with the rules of the American Arbitration Association. The arbitrators shall have the discretion to award the cost of arbitration, arbitrators' fees and the respective attorneys' fees of each party between the parties as they see fit. Notwithstanding anything in this Section 14 to the contrary, payments made under this Section 14 that are provided during one calendar year shall not affect the amount of such payments provided during a subsequent calendar year, payments under this Section 14 may not be exchanged or substituted for other forms of compensation to Executive, and any such payment will be paid within sixty (60) days after Executive prevails, but in no event later than the last day of Executive's taxable year following the taxable year in which he or she incurred the expense giving rise to such payment.

15. Governing Law. This Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Missouri, without reference to rules relating to conflicts of law.

16. Effect on Prior Agreements. This Agreement and any ancillary documents contain the entire understanding between the parties hereto and this Agreement, except as provided in an ancillary document, supersedes in all respects any prior or other agreement or understanding, written or oral, between the Company, any affiliate of the Company or any predecessor of the Company or affiliate of the Company and Executive.

17. Withholding. The Company shall be entitled to withhold from payments to or on behalf of Executive any amount of tax withholding required by law.

18. Currency. All dollar amounts or references contained in this Agreement and any ancillary document refer to the United States dollar.

19. Survival. Notwithstanding the expiration of the term of this Agreement, the applicable provisions of this Agreement (such as Sections 5 through 20) shall remain in effect as long as is reasonably necessary to give effect thereto in accordance with the terms hereof.

20. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original.

[SIGNATURE PAGE FOLLOWS]

PEABODY ENERGY CORPORATION

By: /s/ Sharon D. Fiehler

Name: Sharon D. Fiehler

Title: Executive Vice President and Chief
Administrative Officer

EXECUTIVE

/s/ Charles Meintjes

Charles Meintjes

EXHIBIT A

FORM OF RELEASE

(attached)

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EXHIBIT A

FORM OF RELEASE

This Agreement (“Agreement”) will confirm your termination/resignation from Peabody Energy Corporation (the “Company”) on **DATE OF TERMINATION** (“Termination Date”).

For the consideration set forth in that certain Employment Agreement between you and the Company dated as of **[INSERT DATE OF EMPLOYMENT AGREEMENT]** (your “Employment Agreement”), which constitute monies and benefits to which you are not already entitled, you agree as follows:

1. You agree that, upon the request of the Company, you will cooperate in any pending or future litigation or governmental inquiry which involves any interests of the Company, its parent companies and their subsidiaries or affiliates (collectively the “Companies”), to which you are not a party adverse to the Companies and in relation to which you have knowledge or information. Upon the request of and at the expense of the Companies, and upon reasonable notice, you will testify truthfully in such proceedings, in any jurisdiction, whether or not such testimony can otherwise be compelled. The Companies will attempt to schedule such testimony in a manner that does not interfere with your professional obligations, but cannot guarantee such scheduling.
2. Subject to the provisions of paragraph 7, you agree to waive any and all claims, demands, causes of action, costs and expenses for damages (whether known or unknown) which you had, now have or may have against the Companies on any grounds whatsoever, whether known or not at the time of execution of this Agreement, including without limitation any claims arising out of your employment with or in connection with the separation of your employment with the Company, and to release and discharge forever the Companies and all of their predecessors, successors, assigns and their respective current and former employees, officers, directors, shareholders, insurers, agents and counsel (hereinafter, with the Companies, collectively referred to as the “Releasees”) from any such claims or demands. This release includes, but is not limited to, the following: (i) any claim under any contract, tort, or any other local, state, or federal statutory or common law, including, but not limited to, any claim that the Releasees, jointly or severally, breached any contract or promise, express or implied, or any term or condition of your employment, and any claim for promissory estoppel or wrongful discharge arising out of your employment with the Companies or any of the Releasees and/or the termination of such employment; (ii) any claim of unjust, wrongful, or tortious discharge (including any claim of fraud, negligence, retaliation for whistle blowing, or intentional infliction of emotional distress); (iii) any claim of defamation or other common-law action; (iv) any claims of discrimination on any basis, including, without limitation, age, appearance, color, disability, gender identification, marital status, military status, national origin, political affiliation, race, religion, sex, sexual orientation, veteran status, or any other characteristic (including, but not limited to, status as a “whistleblower”), under any federal, state, or local statute, ordinance, order, or law, including, but not limited to, the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, the Civil Rights Act of 1866, 42 U.S.C. § 1981, the Age Discrimination in Employment Act, 29 U.S.C. § 621 *et seq.*, (including but not limited to the Older Worker’s Benefit Protection Act), the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.*, the Fair Labor Standards Act of 1938, 29 U.S.C. § 201 *et seq.*, the Rehabilitation Act of 1973, 29 U.S.C. § 701 *et seq.*, the Family and Medical Leave Act, 29 U.S.C. § 2601, the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.*, the Lilly Ledbetter Fair Pay Act of 2009, the Pregnancy Discrimination Act of 1978, or the Worker Adjustment and Retraining Notification Act, 29 U.S.C. 2101, *et seq.*, all as amended; (v) any claim under any **[Missouri]** employment law; and/or (vi) any other claim relating to your employment, the termination of your employment or the Releasees’ failure to reemploy you under any federal, state or local statute, ordinance, order or law. Except as provided in paragraph 7 below, this release is intended to cover all possible legal and/or equitable relief, including, but not limited to, reinstatement, wages, back pay, front pay, benefits, perquisites, compensatory damages, punitive damages, liquidated damages, damages for pain or suffering, damages for emotional distress, damages for loss of consortium, and attorneys’ fees. You further agree not to file any claim, complaint, or cause of action or lawsuit

against the Releasees that you have released in this Agreement. **You understand and acknowledge that, except as provided in paragraph 7 and for claims arising after the date hereof, the provisions of this Paragraph mean that you cannot bring a lawsuit against the Releasees for any reason.**

3. You acknowledge that, as of the date you sign this Agreement: (a) you have properly disclosed to the Companies any work-related injury(s); (b) you have been paid in full all wages due and owing to you for any and all work performed for the Companies; and (c) you have properly disclosed to the Companies all facts or circumstances of which you are aware that may constitute a violation by the Companies of the Fair Labor Standards Act or a state law equivalent.
4. You understand that you are not waiving any rights or claims that may arise after this document has been signed by you. In exchange for signing this document, you will be given the rights and benefits provided herein and in your Employment Agreement, over and above anything of value, including benefits existing as of your termination date, to which you are already entitled. You further represent and agree that, except as enumerated herein and in your Employment Agreement, you are not entitled to any other payment or remuneration of any kind.
5. You hereby acknowledge that you have been advised to consult with an attorney before you sign this document and that, for a period of seven (7) days after the date on which you execute this Agreement, you may revoke this Agreement, but such revocation would only apply to claims arising under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., (including but not limited to the Older Worker's Benefit Protection Act); that this Agreement is not effective or enforceable with respect to the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., (including but not limited to the Older Worker's Benefit Protection Act) until such seven (7) day period has expired; that, if you exercise your right to revoke this Agreement within seven (7) days after signing this Agreement, all provisions contained in this Agreement relating to the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., (including but not limited to the Older Worker's Benefit Protection Act) shall be null and void and the contents of this Agreement may not be used by either party for any such purpose, but that it shall remain fully in effect and enforceable for all other purposes; that, should you decide to revoke this Agreement for the purposes set forth in this paragraph 5, such revocation must be in writing and delivered to Vice President of Corporate and International Human Resources, Peabody Energy, 701 Market Street, St. Louis, MO 63101, by personal delivery or by first class mail, postage prepaid, or certified mail within the same seven (7) day period (if mailed, the date of the postmark or certification will be used to determine the date of revocation); and that should any such revocation occur, you will forfeit your right to receive any and all benefits (including severance payments) that are to be paid or provided pursuant to this Agreement or your Employment Agreement to the extent such benefits are contingent upon execution and non-revocation of a release of claims against some or all of the Releasees.
6. You acknowledge that you have been informed that you have up to twenty-one (21) days **[45 days if the employee is over age 40 and being terminated in connection with a RIF; If this bracket, applies, an OWBPA disclosure will also be required]** within which to consider this Agreement prior to your execution of it.
7. It is specifically understood and agreed that this Agreement has no effect on your rights: (a) with regard to claims that cannot be waived by law; however, you acknowledge and agree that you waive any right to monetary recovery should any federal, state, or local administrative agency or commission pursue any claims on your behalf arising out of or related to your employment with and/or separation from the Company; (b) to receive retirement benefits from the Company's retirement plans accrued and vested on or prior to the Termination Date; (c) to continue participation in any Company health insurance plan pursuant to the provisions of COBRA following the Termination Date; (d) to continue participation in all other applicable Company benefit plans until the Termination Date, subject to the terms of such plans as they may exist from time to time; and (e) with regard to a workers' compensation claim, if applicable. You further

acknowledge and agree that your participation in any of the Company' s disability, life insurance, accidental death and dismemberment, and/or other related plans shall cease in accordance with the terms of the respective plan, and that you have been informed that the Company' s Long Term Disability plan requires as a condition of participation that the employee be "actively at work" and that you will not, therefore, be eligible to continue to participate in such plan after the Termination Date, except as a result of your exercising any conversion rights as contained in the plan. Furthermore, nothing in this Release modifies or affects any rights that you have (i) to be indemnified and held harmless for your acts and omissions to act as an employee of the Company under any insurance policy procured and maintained by the Company, any indemnification agreement with or indemnification policy of the Company or of any other party, as in effect at any time and from time to time (including, but not limited to, the Company' s Amended and Restated By-Laws, Article IV, Indemnification), or under applicable law, (ii) to be paid amounts due pursuant to, and to be provided benefits required to be provided by your Employment Agreement.

8. You agree not to disclose the terms of this Agreement to any person other than your spouse, legal advisor, or financial advisor, except as required by court order or other compulsory legal process and that, if you do so, you will require your agent to abide by your promise to keep the terms of this Agreement confidential. If you disclose the terms of this Agreement to any party, except as referenced in the prior sentence, the Companies shall have no further obligation under this Agreement and have the right to reimbursement for all severance amounts paid to you under your Employment Agreement.
9. You expressly represent that you have relied on no representations or statements other than those, which appear herein. There shall be no modifications or amendments to this Agreement unless they are in writing and signed by all of the parties.
10. You agree to relinquish any and all rights to reemployment or reinstatement as an employee with the Companies and you agree not to apply or otherwise seek employment or reemployment with the Companies in any capacity. The Companies shall have the right to reject without cause any application for future employment made by you.
11. You hereby reaffirm your obligations pursuant to your Employment Agreement to (a) not disclose the confidential information of the Companies, (b) not solicit the employees of the Companies, (c) not solicit customers of the Companies, (d) not compete with the Companies, each as described in your Employment Agreement. In addition, you hereby reaffirm all other post-employment obligations you have pursuant to your Employment Agreement.
12. You acknowledge that this Agreement and the release provided hereunder does not constitute and should not be construed as an admission of liability or wrongdoing by the Releasees with respect to any claim asserted by you or by any other employee. You also understand that, by signing this Agreement, you are giving up any rights to receive any remedial and/or monetary relief (for example, reinstatement, back pay, front pay, emotional distress damages and punitive damages) as a consequence of any charge or complaint filed with the EEOC or any other human rights commission.
13. You represent and warrant that you have returned all Company property and that you have not retained copies of any Company property, either electronically or in print.
14. You and the Companies agree that this Agreement shall be construed under the laws of the state of Missouri, except as otherwise preempted by the Employee Retirement Income Security Act of 1974.
15. You understand that, if any of the provisions of this Agreement are declared invalid, void or unenforceable, in whole or in part, all other provisions of this Agreement shall remain in full force and effect.

16. You understand that other than your Employment Agreement, this Agreement supersedes and replaces any other agreement, whether written or oral, and represents the entire agreement between the parties in respect of the subject matter hereof, and that other than your Employment Agreement, there are no other understandings or agreements between the parties regarding your employment, your benefits or termination from the Company. You further acknowledge: that you have read this Agreement; that you have been given an opportunity to review this Agreement with legal counsel of your own choosing, at your own expense; that you have apprised yourself of sufficient relevant information, through sources of your own selection, in order that you might intelligently exercise your own judgment in deciding whether to execute this Agreement; that this Agreement and your Employment Agreement fully and accurately reflect the content of any and all understandings and agreements between you and the Company; that you have freely executed this Agreement on the basis of your own judgment, belief, and knowledge, and not on the basis of any representation by the Companies, their attorneys, or anyone acting on their behalf; and that you are not relying on any promise or representation whatsoever not contained herein or in the Employment Agreement as an inducement to execute this Agreement.

You agree and recognize that, subject to the limited revocation provisions of paragraph 5 hereof, this Agreement is final and binding. You further agree that, if you breach any of the terms and conditions of this Agreement, you will not be entitled to receive the monies and benefits described in this Agreement and your Employment Agreement and that the Companies have the right to seek reimbursement for all amounts previously paid to you.

Sincerely,

Name _____

Title _____

cc: Steve Callahan; Vice President of Corporate and International Human Resources

ACCEPTED AND AGREED TO:

Name

Date