

UNITED STATES BANKRUPTCY COURT District of Delaware

PROOF OF CLAIM

Name of Debtor:
Energy Future Competitive Holdings Company LLC

Case Number:
14-11005 (CSS)

FILED / RECEIVED

MAY 01 2015

Epiq Bankruptcy Solutions, LLC

NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):
United States of America on behalf of the U.S. Environmental Protection Agency

COURT USE ONLY

Name and address where notices should be sent:
**c/o Anna Grace, U.S. Department of Justice, ENRD, Environmental Enforcement Section
Regular Mail: P.O. Box 7611 Washington, DC 20044-7611
Overnight Mail: 601 D Street N.W., Washington, DC 20004**

Telephone number: (202) 514-4091 email: Anna.E.Grace@usdoj.gov

Check this box if this claim amends a previously filed claim.

Court Claim Number: _____
(If known)

Filed on: _____

Name and address where payment should be sent (if different from above):
Megan Fahey, Financial Litigation Unit, Office of the United States Attorney for the Northern District of Texas, 1100 Commerce Street, Suite 300, Dallas, TX 75242

Telephone number: _____ email: _____

Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.

Filed: USBC - District of Delaware
Energy Future Holdings Corp., et al., Et Al.
14-10979 (CSS) 0000010059

1. Amount of Claim as of Date Case Filed: \$ 23,153,204.00

If all or part of the claim is secured, complete item 4.

If all or part of the claim is entitled to priority, complete item 5.

 Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.



2. Basis for Claim: See attached.
(See instruction #2)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
(See instruction #3a)

3b. Uniform Claim Identifier (optional): _____
(See instruction #3b)

4. Secured Claim (See instruction #4)
Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.

Nature of property or right of setoff: Real Estate Motor Vehicle Other
Describe: _____

Value of Property: \$ _____

Annual Interest Rate _____ % Fixed or Variable
(when case was filed)

Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____

Basis for perfection: _____

Amount of Secured Claim: \$ _____

Amount Unsecured: \$ _____

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.

<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	Amount entitled to priority: \$ _____
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).	

**Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.*

6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:


8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Carl E. Edlund, P.E.
Title: Director, Superfund Division
Company: U.S. EPA Region 6
Address and telephone number (if different from notice address above):


(Signature) 4/22/15
(Date)

1445 Ross Avenue, Dallas TX 75202

Telephone number: (214) 665-8124 email: edlund.carl@epa.gov

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:
Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:
Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:
State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:
State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:
State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:
Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:
If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:
Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).
If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:
An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:
Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:
The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

**IN THE UNITED STATES BANRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
ENERGY FUTURE COMPETITIVE HOLDINGS)	
COMPANY LLC,)	Case No. 14-11005 (CSS)
)	
Debtor.)	(Jointly Administered)
)	
)	

**AMENDED PROOF OF CLAIM OF THE UNITED STATES ON BEHALF OF
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

I. Introduction

1. In accordance with this Court’s Order issued on April 20, 2015 [D.I. 4222], allowing the United States until May 1, 2015, to amend proof of claim number 9904, and at the request of the United States Environmental Protection Agency (“EPA”), the United States hereby files this Amended Proof of Claim concerning contaminated property located in McKinley County in the State of New Mexico.¹

2. The claim arises from Energy Future Competitive Holdings Company LLC’s (“EFCH” or “Debtor”) liability under Section 107(a)(2) of the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA” or the “Act”), 42 U.S.C. § 9607(a)(2),

¹ On November 17, 2014, upon stipulation of the Debtors and the United States (the “Parties”), this Court ordered that EPA would have until December 8, 2014, to file a proof of claim in the above-captioned chapter 11 cases [D.I. 2782; related document: D.I. 2599]. On December 8, 2014, the United States filed a proof of claim on behalf of EPA [Claim Number 9904]. On April 20, 2015, upon stipulation of the Parties, the Court further ordered that the United States would have until May 1, 2015, to amend Claim Number 9904 [D.I. 4222; related document: D.I. 3976]. This Amended Proof of Claim amends and supersedes EPA’s Claim Number 9904. In addition, the United States filed Claim Numbers 7904 and 7905 in *In re Big Brown Power Company LLC*, Case Number 14-10988, and *In re Luminant Generation Company LLC*, Case Number 14-11032. This Amended Proof of Claim does not alter or amend Claim Numbers 7904 and 7905.

for costs of assessment and response action, and other costs not inconsistent with the National Contingency Plan (“NCP”), that EPA incurred and expects to incur at uranium mine sites located in the Grants Uranium Mining District in McKinley County, New Mexico.

II. Background

a. The EFCH Predecessors’ Uranium Mining Venture

3. Texas Utilities Fuel Company, later named TXU Fuel Company (“TUFECO”), was incorporated in the State of Texas on November 23, 1970, and until its dissolution on October 8, 2007, was a wholly-owned subsidiary of EFCH. EFCH has also used the name TXU US Holdings Company.

4. Chaco Energy Company (“Chaco”) was incorporated in the State of New Mexico on August 5, 1976, and until its dissolution on October 11, 2005, was a wholly-owned subsidiary of TUFECO. (TUFECO and Chaco will be referred to collectively as the “EFCH Subsidiaries.”)

5. On or about October 1, 1974, TUFECO and Ranchers Exploration and Development Corporation (“Ranchers”) formed an agreement providing for a joint effort to explore for and mine uranium (the “Ranchers-TUFECO/Chaco Venture” or the “Joint Venture”).

6. Under the Joint Venture, TUFECO and Ranchers each held a fifty percent (50%) interest in the mineral estate and/or mining rights for land throughout the Grants Mining District in New Mexico, and additional locations.

7. On November 4, 1974, the State Corporation Commission of New Mexico granted to TUFECO a Certificate of Authority for the purpose of finding, developing, producing, and mining uranium and other fuels, among other purposes.

8. On or about July 11, 1975, Ranchers took assignment of a lease agreement with Santa Fe Pacific Railroad Company (the “Santa Fe Lease”) from KSN Company, Inc. Originally

executed on or about April 22, 1971, the Santa Fe Lease provided KSN, as lessee, the rights to explore and mine for uranium-bearing ore, and to conduct mining operations on approximately 1,928 acres in Sections 7, 21, and 29 of Township 13 North, Region 9 West, McKinley County, New Mexico.

9. The mining rights under the Santa Fe Lease assigned to Ranchers included the right to mine the Isabella Mine in Section 7, the Doris Mine in Section 21, and the Faith Mine in Section 29, all in Township 13 North, Region 9 West, McKinley County, New Mexico.

10. On or about July 12, 1975, Ranchers assigned an undivided fifty percent interest in the Santa Fe Lease to TUFACO, subject to the terms of the Ranchers-TUFACO/Chaco Venture.

11. A mining registration card dated March 22, 1977 lists TUFACO and Ranchers as owners of the "Doris Extension Mine," located in Township 13 North, Range 9 West, Section 21.

12. On or about October 17, 1975, Ranchers took assignment of a lease agreement with Santa Fe (the "Santa Fe Lease II") from Enerdyne Corporation ("Enerdyne"). Originally executed on or about June 4, 1971, the Santa Fe Lease II provided Enerdyne, as lessee, the right to mine for uranium-bearing ore on approximately 266.67 acres in the southerly 2,200 feet of Section 19, Township 13 North, Region 9 West, McKinley County, New Mexico.

13. The mining rights under the Santa Fe Lease II assigned to Ranchers included the right to mine the Hope Mine in Section 19, Township 13 North, Region 9 West, McKinley County, New Mexico.

14. On or about March 25, 1976, Ranchers transferred an undivided fifty percent interest in the Santa Fe Lease II to TUFACO, subject to the terms of the Ranchers-TUFACO/Chaco Venture.

15. TUFACO held a fifty percent interest in properties acquired under the terms of the Ranchers-TUFACO/Chaco Venture from October 1, 1974 until March 21, 1977, when it transferred this interest, including its fifty percent interest in the Santa Fe Lease and the Santa Fe Lease II, to its wholly-owned subsidiary, Chaco.

16. Chaco held a fifty percent interest in properties acquired under the terms of the Ranchers-TUFACO/Chaco Venture from March 21, 1977 until it terminated the Joint Venture on or about April 3, 1981.

b. The EFCH Subsidiaries Are Owners and/or Operators at the Time of Disposal of Uranium, a Hazardous Material, at the Isabella, Doris, Faith, and Hope Mines.

17. Uranium is a hazardous substance as defined at Section 101(14) of CERCLA, 42 U.S.C. § 9601(14) and listed at 40 C.F.R. 302.4, Appendix B.

18. Pursuant to the terms of the Ranchers-TUFACO/Chaco Venture, and the mining rights provided under the Santa Fe Lease, on September 14, 1979, Ranchers and Chaco contracted with Eckhardt Koppen to mine the Isabella Mine in Section 7, Township 13 North, Region 9 West. Koppen subsequently produced uranium from the Isabella Mine in his capacity as a contractor to Ranchers and Chaco.

19. Previously, on or about August 15, 1979, Ranchers and Chaco executed an agreement with United Nuclear Corporation ("UNC") to sell up to 42,000 tons of dry uranium ore produced from the Isabella Mine to UNC.

20. On or about August 21, 1979, UNC also contracted to purchase from Ranchers and Chaco approximately 9,000 tons of dry uranium ore stockpiled at the Isabella Mine.

21. UNC made payments for the purchase of uranium ore from the Isabella Mine from Ranchers and Chaco pursuant to these agreements.

22. Pursuant to the terms of the Ranchers-TUFCO/Chaco Venture, and the mining rights provided pursuant to the Santa Fe Lease, Ranchers and TUFCO began operating the Doris Mine in February, 1977. Ranchers and Chaco first produced uranium ore from the Doris Mine in May, 1977.

23. On or about August 4, 1977, Ranchers and TUFCO and/or Chaco contracted with Robert H. Miles, d/b/a M&M Mining Company, to mine for uranium at the Doris Mine (the "Doris Mining Agreement"). Subsequently, Miles produced uranium ore from the Doris Mine in his capacity as a contractor for Ranchers and TUFCO and/or Chaco.

24. Under the Doris Mining Agreement, Miles produced between approximately 127 and 252 tons of uranium ore per month from the Doris Mine for Ranchers and TUFCO/Chaco at various times between 1977 and 1979.

25. Pursuant to the terms of the Ranchers-TUFCO/Chaco Venture, and under a milling agreement with Kerr McGee, between January 1978 and June 1979, Ranchers and TUFCO and/or Chaco shipped thousands of tons of uranium ore from the Doris Mine to the Kerr McGee Mill.

26. Pursuant to the terms of the Ranchers-TUFCO/Chaco Venture, and the Santa Fe Lease, Ranchers and TUFCO and/or Chaco drilled exploration holes at the Faith Mine at times between 1976 and 1978.

27. In 1978, Ranchers and Chaco concluded that there were sufficient reserves at the Faith Mine to warrant development of the mine, and produced uranium from the Faith Mine from time to time between 1978 and 1981.

28. Pursuant to the terms of the Ranchers-TUCFO/Chaco Venture, and the terms of the Santa Fe Lease II, for a period of years between 1977 and 1980, Ranchers and TUFCO

and/or Chaco produced thousands of tons of uranium ore from the Hope Mine in Section 19, Township 13 North, Region 9 West. Ranchers and TUFACO and/or Chaco sold large quantities of uranium ore from the Hope Mine to UNC during this same period.

29. As explained more fully below, releases of uranium, a hazardous substance under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), occurred at the Isabella, Faith, Doris, and Hope Mines during the period when the EFCH Subsidiaries owned and/or operated the mines under the Ranchers-TUFACO/Chaco Venture.

30. The EFCH Subsidiaries are owners and/or operators at the time of disposal of uranium, a hazardous substance under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), at the Isabella, Faith, Doris, and Hope Mines (the "TUFACO/Chaco Mines"), and are thus jointly and severally liable for EPA's costs of assessment and response action, and other costs not inconsistent with the NCP, for these mine sites, pursuant to Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

III. Preliminary Environmental Assessment of the TUFACO/Chaco Mines

31. In 2009, EPA requested the New Mexico Environment Department ("NMED") to conduct reviews of information concerning the TUFACO/Chaco Mines to determine whether the sites should be entered into EPA's Comprehensive Environmental Response, Compensation and Liability Information System (the "Pre-CERCLIS Screening Assessments").

32. Using funds provided by EPA, NMED conducted Pre-CERCLIS Screening Assessments at the TUFACO/Chaco Mines and concluded that a release of uranium had occurred at each of the sites.

33. NMED issued reports of its findings resulting from the Pre-CERCLIS Screenings of the TUFACO/Chaco Mines (the "NMED Reports"), including descriptions of scattered waste

piles at the sites, as well as radioactivity readings ranging from 578 counts per second (“cps”) at the Faith Mine to 823 cps at the Doris and the Hope Mines.

34. Sampling of water at nearby livestock wells demonstrated uranium levels of between 52.8 and 164 micrograms per liter. Under EPA’s National Primary Drinking Water Regulations, the Maximum Contaminant Level for uranium is 30 micrograms per liter. 40 C.F.R. § 141, *et seq.*

35. Residences are located between 1.0 and 3.0 air miles from the TUFCO/Chaco Mines.

36. In or about October 2011, EPA conducted an aerial radiological survey of the Ambrosia Lake sub-district of the Grants Mining District, including the Doris and Faith Mine Sites, using the Airborne Spectral Photometric Environmental Collection Technology. EPA’s aerial radiological survey demonstrated that the gamma radiation readings at the TUFCO/Chaco Mines are statistically greater than background readings in the area.

37. Based on NMED’s pre-CERCLIS Screenings, and the subsequent aerial radiological survey, EPA believes a release of uranium, a hazardous substance, occurred at the TUFCO/Chaco Mines, and has concluded that further assessment and response action is necessary to protect human health and the environment.

IV. EPA’s Claim for Past and Future Costs of Assessment and Response Action at the TUFCO/Chaco Mines

38. Paragraphs 1 through 37 are reincorporated herein by reference.

39. The Pre-CERCLIS Screenings conducted by NMED at the TUFCO/Chaco Mines were funded by EPA at a cost of \$5,000 per screening. EPA thus incurred a total of at least \$20,000 in past assessment costs.

40. EPA estimates that future cost of assessment and response action, and other costs not inconsistent with the NCP, at the TUFECO/Chaco Mines will be approximately \$23,133,204.00.

41. The EFCH Subsidiaries are owners and/or operators at the time of disposal within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2), and are thus jointly and severally liable for EPA's costs of assessment, removal and remedial actions, and other costs not inconsistent with the National Contingency Plan, at the TUFECO Mines, pursuant to 42 U.S.C. §§ 9607(a)(2) and 9607(a)(4)(A) and (B).

42. Chaco filed a certificate of dissolution on or about October 11, 2005. Subject to an opportunity for further investigation and discovery, TUFECO acquired its subsidiary corporation's remaining assets and assumed its liabilities upon Chaco's dissolution.

43. TUFECO filed articles of dissolution on October 8, 2007. According to the articles of dissolution, TUFECO's remaining properties and assets were distributed to its sole shareholder, EFCH. Subject to an opportunity for further investigation and discovery, EFCH acquired its subsidiary corporation's remaining assets and assumed its liabilities upon TUFECO's dissolution.

44. Subject to an opportunity for further investigation and discovery, EFCH is jointly and severally liable for EPA's CERCLA claims against TUFECO and Chaco. *See Smith Land & Improvement Corp. v. Celotex Corp.*, 851 F.2d 86 (3d Cir. 1988) (holding that normal principles of successor liability apply to CERCLA).

V. Protective Filing for Injunctive Relief Claims

45. This Amended Proof of Claim is also filed in a protective manner with respect to any and all compliance and injunctive obligations to comply with requirements arising under Orders of Courts, Administrative Orders, and other environmental regulatory requirements imposed by law that are not claims under 11 U.S.C. § 101(5). EFCH and any reorganized

Debtor or Debtors must comply with such requirements. The United States reserves the right to take future action to enforce any such obligations of Debtor. The United States files this protective claim in order to safeguard against the possibility that Debtor may contend that it does not need to comply with such obligations and requirements, or should this Court or any other court find that such obligations and requirements are dischargeable claims under 11 U.S.C. § 101(5), rather than obligations and requirements with which the Debtor and any reorganized debtor must comply. Nothing in this Amended Proof of Claim constitutes a waiver of any rights by the United States or election of remedies with respect to such rights and obligations.

VI. General Provisions

46. This Amended Proof of Claim reflects the known liabilities of EFCH to the United States on behalf of EPA. The United States reserves the right to amend this Amended Proof of Claim to assert subsequently discovered liabilities. This Amended Proof of Claim is without prejudice to any right under 11 U.S.C. § 553 to set off, against this claim, debts owed (if any) to Debtor by this or any other federal agency.

47. No judgments against Debtor have been rendered on this Amended Proof of Claim.

48. No payments have been made by Debtor on this Amended Proof of Claim.

49. The United States has not perfected any security interest on its claim against Debtor.

50. This Amended Proof of Claim is filed as a general unsecured claim except to the extent of any right of setoff or to the extent any administrative expense priority exists relating to property of the estate, post-petition violations of law, or otherwise. The United States will file any application for administrative expense priority at the appropriate time. The United States'

position with respect to injunctive, compliance, regulatory, and other obligations that are not claims under 11 U.S.C. § 101(5), is set forth above.

51. Additional documentation in support of this Amended Proof of Claim is too voluminous to attach and is available upon request.

NATHANIEL DOUGLAS
Deputy Chief
ALAN S. TENENBAUM
Senior Counsel
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611



ANNA GRACE
Trial Attorney
BBO # 686070
(as to legal issues only)
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice P.O. Box 7611
Washington, DC 20044-7611
Phone: (202) 514-4091
Fax: (202) 514-0097
Anna.E.Grace@usdoj.gov

UNITED STATES BANKRUPTCY COURT District of Delaware		PROOF OF CLAIM						
Name of Debtor: Energy Future Competitive Holdings Company LLC	Case Number: 14-11005 (CSS)	<p style="text-align: center;">COURT USE ONLY</p> <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____						
NOTE: <i>Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.</i>								
Name of Creditor (the person or other entity to whom the debtor owes money or property): United States of America on behalf of the U.S. Environmental Protection Agency								
Name and address where notices should be sent: c/o Anna Grace, U.S. Department of Justice, ENRD, Environmental Enforcement Section Regular Mail: P.O. Box 7611 Washington, DC 20044-7611 Overnight Mail: 601 D Street N.W., Washington, DC 20004 Telephone number: (202) 514-4091 email: Anna.E.Grace@usdoj.gov		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.						
Name and address where payment should be sent (if different from above): Megan Fahey, Financial Litigation Unit, Office of the United States Attorney for the Northern District of Texas, 1100 Commerce Street, Suite 300, Dallas, TX 75242 Telephone number: _____ email: _____								
1. Amount of Claim as of Date Case Filed: \$ <u>23,153,204.00</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.								
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3. Last four digits of any number by which creditor identifies debtor:	3a. Debtor may have scheduled account as: (See instruction #3a)	3b. Uniform Claim Identifier (optional): (See instruction #3b)						
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____ Value of Property: \$ _____ Annual Interest Rate _____ % <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____						
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount. <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top; padding: 5px;"><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).</td> <td style="width: 33%; vertical-align: top; padding: 5px;"><input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).</td> <td style="width: 33%; vertical-align: top; padding: 5px;"><input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).</td> </tr> <tr> <td style="width: 33%; vertical-align: top; padding: 5px;"><input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).</td> <td style="width: 33%; vertical-align: top; padding: 5px;"><input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).</td> <td style="width: 33%; vertical-align: top; padding: 5px;"><input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).</td> </tr> </table> <p style="text-align: right;">Amount entitled to priority: \$ _____</p>			<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).						
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).						
<p><i>*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i></p>								
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)								

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

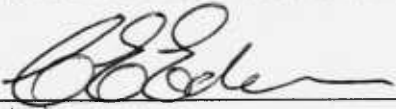
8. Signature: (See instruction #8)

Check the appropriate box.

- I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Carl E. Edlund, P.E.
Title: Director, Superfund Division
Company: U.S. EPA Region 6
Address and telephone number (if different from notice address above):

 4/22/15
(Signature) (Date)

1445 Ross Avenue, Dallas TX 75202

Telephone number: (214) 665-8124 email: edlund.carl@epa.gov

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

**IN THE UNITED STATES BANRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:)	
)	Chapter 11
ENERGY FUTURE COMPETITIVE HOLDINGS)	
COMPANY LLC,)	Case No. 14-11005 (CSS)
)	
Debtor.)	(Jointly Administered)
)	
)	

**AMENDED PROOF OF CLAIM OF THE UNITED STATES ON BEHALF OF
THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

I. Introduction

1. In accordance with this Court’s Order issued on April 20, 2015 [D.I. 4222], allowing the United States until May 1, 2015, to amend proof of claim number 9904, and at the request of the United States Environmental Protection Agency (“EPA”), the United States hereby files this Amended Proof of Claim concerning contaminated property located in McKinley County in the State of New Mexico.¹

2. The claim arises from Energy Future Competitive Holdings Company LLC’s (“EFCH” or “Debtor”) liability under Section 107(a)(2) of the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA” or the “Act”), 42 U.S.C. § 9607(a)(2),

¹ On November 17, 2014, upon stipulation of the Debtors and the United States (the “Parties”), this Court ordered that EPA would have until December 8, 2014, to file a proof of claim in the above-captioned chapter 11 cases [D.I. 2782; related document: D.I. 2599]. On December 8, 2014, the United States filed a proof of claim on behalf of EPA [Claim Number 9904]. On April 20, 2015, upon stipulation of the Parties, the Court further ordered that the United States would have until May 1, 2015, to amend Claim Number 9904 [D.I. 4222; related document: D.I. 3976]. This Amended Proof of Claim amends and supersedes EPA’s Claim Number 9904. In addition, the United States filed Claim Numbers 7904 and 7905 in *In re Big Brown Power Company LLC*, Case Number 14-10988, and *In re Luminant Generation Company LLC*, Case Number 14-11032. This Amended Proof of Claim does not alter or amend Claim Numbers 7904 and 7905.

for costs of assessment and response action, and other costs not inconsistent with the National Contingency Plan (“NCP”), that EPA incurred and expects to incur at uranium mine sites located in the Grants Uranium Mining District in McKinley County, New Mexico.

II. Background

a. The EFCH Predecessors’ Uranium Mining Venture

3. Texas Utilities Fuel Company, later named TXU Fuel Company (“TUFCO”), was incorporated in the State of Texas on November 23, 1970, and until its dissolution on October 8, 2007, was a wholly-owned subsidiary of EFCH. EFCH has also used the name TXU US Holdings Company.

4. Chaco Energy Company (“Chaco”) was incorporated in the State of New Mexico on August 5, 1976, and until its dissolution on October 11, 2005, was a wholly-owned subsidiary of TUFCO. (TUFCO and Chaco will be referred to collectively as the “EFCH Subsidiaries.”)

5. On or about October 1, 1974, TUFCO and Ranchers Exploration and Development Corporation (“Ranchers”) formed an agreement providing for a joint effort to explore for and mine uranium (the “Ranchers-TUFCO/Chaco Venture” or the “Joint Venture”).

6. Under the Joint Venture, TUFCO and Ranchers each held a fifty percent (50%) interest in the mineral estate and/or mining rights for land throughout the Grants Mining District in New Mexico, and additional locations.

7. On November 4, 1974, the State Corporation Commission of New Mexico granted to TUFCO a Certificate of Authority for the purpose of finding, developing, producing, and mining uranium and other fuels, among other purposes.

8. On or about July 11, 1975, Ranchers took assignment of a lease agreement with Santa Fe Pacific Railroad Company (the “Santa Fe Lease”) from KSN Company, Inc. Originally

executed on or about April 22, 1971, the Santa Fe Lease provided KSN, as lessee, the rights to explore and mine for uranium-bearing ore, and to conduct mining operations on approximately 1,928 acres in Sections 7, 21, and 29 of Township 13 North, Region 9 West, McKinley County, New Mexico.

9. The mining rights under the Santa Fe Lease assigned to Ranchers included the right to mine the Isabella Mine in Section 7, the Doris Mine in Section 21, and the Faith Mine in Section 29, all in Township 13 North, Region 9 West, McKinley County, New Mexico.

10. On or about July 12, 1975, Ranchers assigned an undivided fifty percent interest in the Santa Fe Lease to TUFACO, subject to the terms of the Ranchers-TUFACO/Chaco Venture.

11. A mining registration card dated March 22, 1977 lists TUFACO and Ranchers as owners of the "Doris Extension Mine," located in Township 13 North, Range 9 West, Section 21.

12. On or about October 17, 1975, Ranchers took assignment of a lease agreement with Santa Fe (the "Santa Fe Lease II") from Enerdyne Corporation ("Enerdyne"). Originally executed on or about June 4, 1971, the Santa Fe Lease II provided Enerdyne, as lessee, the right to mine for uranium-bearing ore on approximately 266.67 acres in the southerly 2,200 feet of Section 19, Township 13 North, Region 9 West, McKinley County, New Mexico.

13. The mining rights under the Santa Fe Lease II assigned to Ranchers included the right to mine the Hope Mine in Section 19, Township 13 North, Region 9 West, McKinley County, New Mexico.

14. On or about March 25, 1976, Ranchers transferred an undivided fifty percent interest in the Santa Fe Lease II to TUFACO, subject to the terms of the Ranchers-TUFACO/Chaco Venture.

15. TUFACO held a fifty percent interest in properties acquired under the terms of the Ranchers-TUFACO/Chaco Venture from October 1, 1974 until March 21, 1977, when it transferred this interest, including its fifty percent interest in the Santa Fe Lease and the Santa Fe Lease II, to its wholly-owned subsidiary, Chaco.

16. Chaco held a fifty percent interest in properties acquired under the terms of the Ranchers-TUFACO/Chaco Venture from March 21, 1977 until it terminated the Joint Venture on or about April 3, 1981.

b. The EFCH Subsidiaries Are Owners and/or Operators at the Time of Disposal of Uranium, a Hazardous Material, at the Isabella, Doris, Faith, and Hope Mines.

17. Uranium is a hazardous substance as defined at Section 101(14) of CERCLA, 42 U.S.C. § 9601(14) and listed at 40 C.F.R. 302.4, Appendix B.

18. Pursuant to the terms of the Ranchers-TUFACO/Chaco Venture, and the mining rights provided under the Santa Fe Lease, on September 14, 1979, Ranchers and Chaco contracted with Eckhardt Koppen to mine the Isabella Mine in Section 7, Township 13 North, Region 9 West. Koppen subsequently produced uranium from the Isabella Mine in his capacity as a contractor to Ranchers and Chaco.

19. Previously, on or about August 15, 1979, Ranchers and Chaco executed an agreement with United Nuclear Corporation ("UNC") to sell up to 42,000 tons of dry uranium ore produced from the Isabella Mine to UNC.

20. On or about August 21, 1979, UNC also contracted to purchase from Ranchers and Chaco approximately 9,000 tons of dry uranium ore stockpiled at the Isabella Mine.

21. UNC made payments for the purchase of uranium ore from the Isabella Mine from Ranchers and Chaco pursuant to these agreements.

22. Pursuant to the terms of the Ranchers-TUFACO/Chaco Venture, and the mining rights provided pursuant to the Santa Fe Lease, Ranchers and TUFACO began operating the Doris Mine in February, 1977. Ranchers and Chaco first produced uranium ore from the Doris Mine in May, 1977.

23. On or about August 4, 1977, Ranchers and TUFACO and/or Chaco contracted with Robert H. Miles, d/b/a M&M Mining Company, to mine for uranium at the Doris Mine (the "Doris Mining Agreement"). Subsequently, Miles produced uranium ore from the Doris Mine in his capacity as a contractor for Ranchers and TUFACO and/or Chaco.

24. Under the Doris Mining Agreement, Miles produced between approximately 127 and 252 tons of uranium ore per month from the Doris Mine for Ranchers and TUFACO/Chaco at various times between 1977 and 1979.

25. Pursuant to the terms of the Ranchers-TUFACO/Chaco Venture, and under a milling agreement with Kerr McGee, between January 1978 and June 1979, Ranchers and TUFACO and/or Chaco shipped thousands of tons of uranium ore from the Doris Mine to the Kerr McGee Mill.

26. Pursuant to the terms of the Ranchers-TUFACO/Chaco Venture, and the Santa Fe Lease, Ranchers and TUFACO and/or Chaco drilled exploration holes at the Faith Mine at times between 1976 and 1978.

27. In 1978, Ranchers and Chaco concluded that there were sufficient reserves at the Faith Mine to warrant development of the mine, and produced uranium from the Faith Mine from time to time between 1978 and 1981.

28. Pursuant to the terms of the Ranchers-TUCFO/Chaco Venture, and the terms of the Santa Fe Lease II, for a period of years between 1977 and 1980, Ranchers and TUFACO

and/or Chaco produced thousands of tons of uranium ore from the Hope Mine in Section 19, Township 13 North, Region 9 West. Ranchers and TUFACO and/or Chaco sold large quantities of uranium ore from the Hope Mine to UNC during this same period.

29. As explained more fully below, releases of uranium, a hazardous substance under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), occurred at the Isabella, Faith, Doris, and Hope Mines during the period when the EFCH Subsidiaries owned and/or operated the mines under the Ranchers-TUFACO/Chaco Venture.

30. The EFCH Subsidiaries are owners and/or operators at the time of disposal of uranium, a hazardous substance under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14), at the Isabella, Faith, Doris, and Hope Mines (the “TUFACO/Chaco Mines”), and are thus jointly and severally liable for EPA’s costs of assessment and response action, and other costs not inconsistent with the NCP, for these mine sites, pursuant to Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

III. Preliminary Environmental Assessment of the TUFACO/Chaco Mines

31. In 2009, EPA requested the New Mexico Environment Department (“NMED”) to conduct reviews of information concerning the TUFACO/Chaco Mines to determine whether the sites should be entered into EPA’s Comprehensive Environmental Response, Compensation and Liability Information System (the “Pre-CERCLIS Screening Assessments”).

32. Using funds provided by EPA, NMED conducted Pre-CERCLIS Screening Assessments at the TUFACO/Chaco Mines and concluded that a release of uranium had occurred at each of the sites.

33. NMED issued reports of its findings resulting from the Pre-CERCLIS Screenings of the TUFACO/Chaco Mines (the “NMED Reports”), including descriptions of scattered waste

piles at the sites, as well as radioactivity readings ranging from 578 counts per second (“cps”) at the Faith Mine to 823 cps at the Doris and the Hope Mines.

34. Sampling of water at nearby livestock wells demonstrated uranium levels of between 52.8 and 164 micrograms per liter. Under EPA’s National Primary Drinking Water Regulations, the Maximum Contaminant Level for uranium is 30 micrograms per liter. 40 C.F.R. § 141, *et seq.*

35. Residences are located between 1.0 and 3.0 air miles from the TUFCO/Chaco Mines.

36. In or about October 2011, EPA conducted an aerial radiological survey of the Ambrosia Lake sub-district of the Grants Mining District, including the Doris and Faith Mine Sites, using the Airborne Spectral Photometric Environmental Collection Technology. EPA’s aerial radiological survey demonstrated that the gamma radiation readings at the TUFCO/Chaco Mines are statistically greater than background readings in the area.

37. Based on NMED’s pre-CERCLIS Screenings, and the subsequent aerial radiological survey, EPA believes a release of uranium, a hazardous substance, occurred at the TUFCO/Chaco Mines, and has concluded that further assessment and response action is necessary to protect human health and the environment.

IV. EPA’s Claim for Past and Future Costs of Assessment and Response Action at the TUFCO/Chaco Mines

38. Paragraphs 1 through 37 are reincorporated herein by reference.

39. The Pre-CERCLIS Screenings conducted by NMED at the TUFCO/Chaco Mines were funded by EPA at a cost of \$5,000 per screening. EPA thus incurred a total of at least \$20,000 in past assessment costs.

40. EPA estimates that future cost of assessment and response action, and other costs not inconsistent with the NCP, at the TUFECO/Chaco Mines will be approximately \$23,133,204.00.

41. The EFCH Subsidiaries are owners and/or operators at the time of disposal within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2), and are thus jointly and severally liable for EPA's costs of assessment, removal and remedial actions, and other costs not inconsistent with the National Contingency Plan, at the TUFECO Mines, pursuant to 42 U.S.C. §§ 9607(a)(2) and 9607(a)(4)(A) and (B).

42. Chaco filed a certificate of dissolution on or about October 11, 2005. Subject to an opportunity for further investigation and discovery, TUFECO acquired its subsidiary corporation's remaining assets and assumed its liabilities upon Chaco's dissolution.

43. TUFECO filed articles of dissolution on October 8, 2007. According to the articles of dissolution, TUFECO's remaining properties and assets were distributed to its sole shareholder, EFCH. Subject to an opportunity for further investigation and discovery, EFCH acquired its subsidiary corporation's remaining assets and assumed its liabilities upon TUFECO's dissolution.

44. Subject to an opportunity for further investigation and discovery, EFCH is jointly and severally liable for EPA's CERCLA claims against TUFECO and Chaco. *See Smith Land & Improvement Corp. v. Celotex Corp.*, 851 F.2d 86 (3d Cir. 1988) (holding that normal principles of successor liability apply to CERCLA).

V. Protective Filing for Injunctive Relief Claims

45. This Amended Proof of Claim is also filed in a protective manner with respect to any and all compliance and injunctive obligations to comply with requirements arising under Orders of Courts, Administrative Orders, and other environmental regulatory requirements imposed by law that are not claims under 11 U.S.C. § 101(5). EFCH and any reorganized

Debtor or Debtors must comply with such requirements. The United States reserves the right to take future action to enforce any such obligations of Debtor. The United States files this protective claim in order to safeguard against the possibility that Debtor may contend that it does not need to comply with such obligations and requirements, or should this Court or any other court find that such obligations and requirements are dischargeable claims under 11 U.S.C. § 101(5), rather than obligations and requirements with which the Debtor and any reorganized debtor must comply. Nothing in this Amended Proof of Claim constitutes a waiver of any rights by the United States or election of remedies with respect to such rights and obligations.

VI. General Provisions

46. This Amended Proof of Claim reflects the known liabilities of EFCH to the United States on behalf of EPA. The United States reserves the right to amend this Amended Proof of Claim to assert subsequently discovered liabilities. This Amended Proof of Claim is without prejudice to any right under 11 U.S.C. § 553 to set off, against this claim, debts owed (if any) to Debtor by this or any other federal agency.

47. No judgments against Debtor have been rendered on this Amended Proof of Claim.

48. No payments have been made by Debtor on this Amended Proof of Claim.

49. The United States has not perfected any security interest on its claim against Debtor.

50. This Amended Proof of Claim is filed as a general unsecured claim except to the extent of any right of setoff or to the extent any administrative expense priority exists relating to property of the estate, post-petition violations of law, or otherwise. The United States will file any application for administrative expense priority at the appropriate time. The United States'

position with respect to injunctive, compliance, regulatory, and other obligations that are not claims under 11 U.S.C. § 101(5), is set forth above.

51. Additional documentation in support of this Amended Proof of Claim is too voluminous to attach and is available upon request.

NATHANIEL DOUGLAS
Deputy Chief
ALAN S. TENENBAUM
Senior Counsel
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611



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Trial Attorney
BBO # 686070
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U.S. Department of Justice

Environment and Natural Resources Division

90-5-2-1-0984/2

*Environmental Enforcement Section
P.O. Box 7611
Washington, DC 20044*

*Telephone (202) 514-4091
Facsimile (202) 514-8865
Email: Anna.E.Grace@usdoj.gov*

Via Federal Express

April 30, 2015

Energy Future Holdings Corp. Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
757 Third Avenue, 3rd Floor
New York, New York 10017

Re: Amended Proof of Claim against Debtor Energy Future Competitive Holdings Company LLC, 14-11005 (CSS)

To Whom It May Concern:

Enclosed, please find an original amended proof of claim filed by the United States of America on behalf of the United States Environmental Protection Agency ("EPA") against the Debtor, Energy Future Competitive Holdings Company LLC ("Debtor"), filed in accordance with United States Bankruptcy Court for the District of Delaware's Order approving the *Stipulation Allowing the United States on Behalf of the U.S. Environmental Protection Agency to Amend Claim Number 9904* [D.I. 4222; related document: D.I. 3976]. This amended proof of claim amends and supersedes Claim Number 9904. The claim arises from the Debtor's liability, pursuant to Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9607, for costs of assessment and response action that EPA incurred and expects to incur at certain uranium mine sites in New Mexico.

Sincerely,

Anna Grace
Trial Attorney

cc:

Pamela Travis, Esq., U.S. EPA Region 6
Jeanne Cohn-Connor, Esq., Kirkland & Ellis LLP

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601 D ST NW
WASHINGTON, DC 20004
UNITED STATES US

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TO
PROCESSING CENTER BANKRUPTCY'S
757 3RD AVE
FL 3RD
NEW YORK NY 10017
EPIQ SYSTEMS
MAY 01 2015
REF: DEPT:

FedEx Express Package US Airbill
Tracking Number 8075 7265 7737

1 From 4/30/15
Date
Sender's Name ANNA GRACE
Phone 202 616-8800

Company USDOJ/ENRD/ENVIR ENFORCEMENT
Address 601 D ST NW
City WASHINGTON State DC ZIP 20004

2 Your Internal Billing Reference

3 To Recipient Name
Energy Future Holdings Corp. Claims Processing Center
C/O Epiq Bankruptcy Solutions, LLC
757 Third Avenue, 3rd Floor
New York, NY 10017
877-580-9765

Address We cannot
City State ZIP

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4 Express Package S
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Next Business Day

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Earliest next business morning (with
localities). Friday shipments will be
Monday unless SATURDAY Delivery.
 FedEx Priority Overnight
Next business morning. Friday ships
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is selected.
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5 Packaging * Declares
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6 Special Handling as
 SATURDAY Delivery
NOT available for FedEx Standard
 No Signature Required
Package may be left without
obtaining a signature for delivery

Does this shipment contain
Dangerous goods (including dry ice) carried
or placed in a FedEx Express Drop Box.
Use box must be
Yes No
As per attached
Shipper's Declaration

7 Payment Bill to:
Enter FedEx Acct. No. or Credit Card No. below.
Bill to: Recipient Third Party Credit Card Cash/Check
Total Packages Total Weight Credit Card Auth.

(999) 999-9999
TRK# 8075 7265 7737
REF: DEPT:



TRK# 8075 7265 7737
0215

E1 OGSA



FRI - 01 MAY 8:00A
FIRST OVERNIGHT

10017
NY-US EWR



Part # 158297-025
J151215025201

*Our liability is limited to USD300 unless you declare a higher value. See the internet FedEx Customer Guide for details.