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**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

In Re:	**Case No.: 25-70001-JAD**
WILSON CREEK ENERGY, LLC, *et al.*,[1]	**Chapter 11**
Debtors.	***Jointly Administered***
	Doc. No.: 424
WILSON CREEK ENERGY, LLC, *et al.*,	**Related to Document No.: 116**
Movant,	**Hearing Date: March 27, 2025**
v.	**Hearing Time: 11:00 A.M. (EST)**
NO RESPONDENT.	**Response Deadline: March 26, 2027**

ORDER (I) APPROVING THE SALE OF CERTAIN OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, (II) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND (III) GRANTING RELATED RELIEF

Upon consideration of the *Debtors' Motion for Entry of Orders (A) Approving Sale of All or Substantially All of the Debtors' Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (B) Approving Bidding Procedures for the Sale of All or Substantially All of the Debtors' Assets, (C) Authorizing the Debtors to Designate Stalking Horse Bidder and Approving Proposed Stalking Horse Bid Protections, (D) Scheduling Auction for and Hearing to Approve Sale of the Debtors' Assets, (E) Approving Form and Manner of Notice of Sale, Auction, and Sale Order Hearing, (F) Approving Assumption and Assignment Procedures, (G) Authorizing*

[1] The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor's federal tax identification number are: Wilson Creek Energy, LLC (6202); Wilson Creek Holdings, Inc. (7733); Maryland Energy Resources, LLC (5299); Mincorp Acquisition Corp. (4858); Mincorp Inc. (5688); PBS Coals, Inc. (2413); Roxcoal, Inc. (3768); Quecreek Mining, Inc. (1745), Croner, Inc. (0529); Elk Lick Energy, Inc. (8551); and Corsa Coal Corp. (0027). The Debtors' address is 1576 Stoystown Road, Friedens, Pennsylvania 15541.

Assumption and Assignment of Executory Contracts and Unexpired Leases, and (H) Granting Related Relief [Doc. No. 116] (the "Sale Motion")[2] and the Court having (i) reviewed the Sale Motion and any supporting documents, (ii) considered the following objections to the Sale Motion filed by Penn Coal Land, Inc. [Doc. No. 237], Somerset Internation, Inc. [Doc. No. 280], the Commonwealth of Pennsylvania Department of Environmental Protection [Doc. No. 284] and Rockwood Casualty Insurance Co. [Doc. Nos. 282 & 287] and reservations of rights filed by the United States Trustee [Doc. No. 281], Cleveland Brothers Equipment Co., Inc. and CB Mining Inc. [Doc. No. 283] and Keybank National Association [Doc. No. 285], (iii) previously entered the *Order (A) Approving Bidding Procedures for the Sale of All or Substantially All of the Debtors' Assets, (B) Authorizing the Debtors to Designate Stalking Horse Bidder and Approving Proposed Stalking Horse Bid Protections, (C) Scheduling Auction for and Hearing to Approve Sale of the Debtors' Assets, (D) Approving Form and Manner of Notice of Sale, Auction, and Sale Order Hearing, (E) Approving Assumption and Assignment Procedures, (F) Authorizing Assumption and Assignment of Executory Contracts and Unexpired Leases, and (G) Granting Related Relief* [Doc. No. 193] (the "Bidding Procedures Order"), which among other things, approved bid procedures (the "Bidding Procedures") and related procedures for soliciting bids, conducting an auction, and assuming and assigning contracts and leases in connection with the Debtors' sale process (the "Sale Process"); (iv) commenced a hearing on March 12, 2025 (the "Sale Hearing") to consider granting the relief requested in the Sale Motion, which Sale Hearing was at that time adjourned and thereafter concluded on March 27, 2025, and (v) being otherwise fully advised of the premises; and all timely objections to the Sale Motion having been withdrawn, resolved, or

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[2] Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Sale Motion or the Sale Agreement (as defined below), as applicable.

overruled; and the Debtors having conducted the Sale Process in an appropriate and efficient manner in accordance with the Bidding Procedures and having determined in their reasonable business judgment, in consultation with the Consultation Parties (as defined in the Bidding Procedures), that the bid (the "Successful Bid") received from Rosebud Mining Company (the "Buyer") as set forth in the Asset Purchase Agreement attached hereto as **Exhibit A** (along with all related agreements, documents or instruments and all exhibits, schedules and addenda, the "Sale Agreement") represents the highest and best offer for the Purchased Assets and will maximize value for such Purchased Assets; and adequate notice of the Sale Motion, the Sale Process and the Sale Hearing having been given the circumstances; and it appearing that the relief requested in the Sale Motion is in the best interests of the Debtors, their estates and creditors, and all other parties-in-interest in these chapter 11 cases; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY FOUND AND DETERMINED THAT:

A. Jurisdiction and Venue. This Court has jurisdiction to consider the Sale Motion and the sale of the Purchased Assets, including the Transaction contemplated by the Sale Agreement (the "Sale Transaction"), pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N), and (O). Venue of these chapter 11 cases and the Sale Motion in this District and before this Court is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

B. Statutory Predicates. The statutory and other legal predicates for the relief sought in the Sale Motion are sections 105, 363, 364, 365, 503 and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 4001, 6004, 6006, 9007 and 9014, and Local Rule 6004-1. The consummation of the Sale Transaction contemplated by the Sale Motion, Sale Agreement and this Order is legal, valid and properly authorized under all applicable provisions of the Bankruptcy

Code, the Bankruptcy Rules and the Local Rules, and all of the applicable requirements of such sections and rules have been complied within respect of such Sale Transaction.

C. Final Order. This Order constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), the Court expressly finds that there is no just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

D. Notice. Good and sufficient notice of the Sale Process, the Sale Motion, the Bidding Procedures Order, the Auction, the potential assumption and assignment of contracts and leases, and the Sale Transaction was provided to all parties entitled to receive notice and any other interested parties, including those whose identities are unknown to the Debtors, and no other or further notice is necessary or appropriate.

E. Opportunity to Object. A reasonable opportunity to object or be heard with respect to the Sale Motion and the relief requested therein has been afforded to all parties in interest.

F. Reasonable Postpetition Marketing Efforts by the Debtors. The Sale Transaction represents the highest and best bid for the Purchased Assets, as determined by the Debtors in their reasonable business judgment, and is the product of reasonable efforts by the Debtors and their advisors to market and maximize the value of the Debtors' Assets and to identify all available reasonable alternatives. The Sale Process has been led by the Debtors' and their financial advisor BDO Consulting Group, LLC ("BDO"). In particular, the Debtors and BDO contacted numerous parties to solicit interest and bids, consisting of both strategic purchasers and financial investors. The Debtors provided non-disclosure agreements to interested parties and received 18 executed agreements. The Debtors also provided the parties that signed a non-disclosure agreement access to the Debtors' virtual data room. Thereafter, a number of parties conducted site visits. Ultimately, the Debtors received three qualifying bids for certain subsets of their Assets, including the Buyer's bid for the Purchased Assets. The Debtors likewise extended the Auction for two weeks to afford equipment liquidators and other potential bidders with the opportunity to provide bids, which extension ultimately did not result in a qualifying bid.

G. The Auction. The Debtors conducted an auction (the "Auction") on March 10, 2025, for the Purchased Assets in accordance with the Bidding Procedures. At the commencement of the Auction, the Debtors provided all bidders with an Acknowledgement and Agreement for Participation in Auction (the "Auction Acknowledgement"), which each bidder was required to sign, prior to the commencement of the Auction. Among other things, the Auction Acknowledgement provided that the Qualified Bidder (i) understood the Bidding Procedures, (ii) had the financial wherewithal to consummate the transactions set forth in any bid submitted, (iii) has acted in good faith throughout the Debtors' sale process and has not colluded with any Potential Bidder, and (iv) would keep the prevailing bid open, valid, enforceable and irrevocable until the conclusion of the Auction and the determination by the Bankruptcy Court that such prevailing bid was approved or not approved.

H. Each party that submitted a qualifying bid prior to the March 7, 2025 bid deadline (the "Bid Deadline") attended the Auction and participated. Counsel and other advisors to the Official Committee of Unsecured Creditors (the "Committee") and Keybank National Association ("Keybank", together with the Committee are referred to as the "Consultation Parties") were also present at the Auction. There were three lots of assets sold during the Auction, including, the lot purchased by the Buyer. During the Auction, the Buyer confirmed on the record that the Purchased Assets did not overlap in any way with the assets of any other lot already auctioned off by the Debtors. At the Auction, the Debtors designated the Buyer's bid as the Opening Bid (as defined in the Bidding Procedures) for the lot of Purchased Assets. No other bid was made on the Purchased Assets, and, after consulting with the Consultation Parties, the Buyer was declared the Successful Bidder for the Purchased Assets. Before the Auction was closed, the Consultation Parties verbally requested on the record that the Debtors keep the Auction open to allow certain other potential bidders to evaluate the Debtors' Assets. The Debtors agreed to keep the Auction open for a two-week period, over which period the Sale Hearing was commenced on March 12, 2025 and then adjourned to March 27, 2025. During the extended two-week period the Debtors did not receive a qualified bid. The Auction officially concluded and was declared closed by the Debtors on **Monday, March 24, 2025** at approximately 2:00 p.m. (prevailing Eastern Time).

I. Summary of the Successful Bids. The Successful Bid for the Purchased Assets (including in summary, but subject to and as described more fully in the Sale Agreement, (i) the owned and leased property and related facilities related to the mines known as the Acosta deep mine and Keyser deep mine located in Somerset County, Pennsylvania and the Casselman deep mine, located in Garrett County, Maryland, (ii) the owned real property and facilities related to the Cambria Preparation Plan, excluding any adjacent surface mines or any disposal area for coal refuse, (iii) the tangible personal property, including equipment, related to the foregoing acquired properties and associated businesses, (iv) the assumption of certain (a) leases and (b) contracts with (1) United States Steel Corporation, (2) Cleveland-Cliffs Steel LLC and (3) Middletown Coke Company, LLC, and assumption of related cure costs, and (v) other assets primarily related to the mines, real property or business) was for (i) cash consideration of $15,000,000.00 and (ii) additional consideration, including the assumption of certain Cure Costs and certain other Assumed Liabilities, as described in the Sale Agreement.

J. Sale Transaction Is Appropriate. The Sale Transaction pursuant to the Sale Agreement meets the standards for sales outside the ordinary course of business under section 363(b)(1) of the Bankruptcy Code. The Sale Transaction represents the sound business judgment of the Debtors and is appropriate in light of the facts and circumstances surrounding the Sale Transaction and these chapter 11 cases because (i) the Sale Transaction was selected as the highest and best offer for the Purchased Assets after reasonable marketing and bidding at the Auction and based on the record before the Court maximized the value of the Purchased Assets, and (ii) the terms of the sale are fair and reasonable and were negotiated in good faith and at arm's length between the Debtors and the Buyer.

K. Corporate Authority. Subject to the entry of this Order, the Debtors have full corporate power and authority to execute the Sale Agreement and all other documents contemplated thereby, and to consummate the Sale Transaction contemplated in connection therewith.

L. Business Justification. Based on the facts and circumstances surrounding these chapter 11 cases, the Debtors have (i) articulated and demonstrated good, sufficient and sound business reasons to enter into the Sale Agreement, and consummate the sale of the Purchased Assets and the Sale Transaction; (ii) appropriately exercised their business judgment, in consultation with the Consultation Parties, by entering into the Sale Transaction; and (iii) demonstrated compelling circumstances for entry into the Sale Transaction pursuant to section 363(b)(1) of the Bankruptcy Code, in that, among other things, the immediate approval by the Court of the Sale Transaction with the Buyer is necessary and appropriate to maximize the value of the Debtors' estates.

M. Best Interests. Approval of the Sale Agreement and the consummation of the Sale Transaction is in the best interests of the Debtors, their estates, their creditors and other parties in interest.

N. Highest or Otherwise Best. As demonstrated by (i) the testimony and/or other evidence proffered or adduced at the Sale Hearing; (ii) the Auction Transcript; and (iii) the representations of counsel made on the record at the Sale Hearing, the Buyer's offer for the purchase of the Purchased Assets and assumption of certain liabilities as set forth in the Sale Agreement is fair and reasonable and constitutes the highest or otherwise best offer possible for the Purchased Assets and provides for consideration which exceeds the total consideration that the Debtors could have received by any other party for the Purchased Assets. The consideration for the Purchased Assets is fair and reasonable and constitutes reasonably equivalent value under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, the Uniform Voidable Transactions Act and other laws of the United States, any state, territory, possession thereof or the District of Columbia. The Sale Transaction will provide a greater recovery for the Debtors' creditors with respect to the Purchased Assets than would be provided by any other practically available alternative. Taking into consideration all relevant factors and circumstances, no other entity has offered to purchase the Purchased Assets for greater total economic value to the Debtors or their estates.

O. Arm's Length Transaction and Buyer's Good Faith. The Sale Agreement was negotiated, proposed and entered into by the Debtors and the Buyer from arm's-length bargaining positions, without collusion, in good faith within the meaning of section 363(m) of the Bankruptcy Code. The Buyer is not an "insider" of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code. The Sale Agreement was not entered into for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia. Neither the Debtors nor the Buyer have entered into the Sale Agreement or is consummating the Sale Transaction with any fraudulent or improper purpose.

P. No Sub Rosa Plan. The consummation of the Sale Transaction outside of a chapter 11 plan pursuant to the Sale Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a plan of reorganization or liquidation for the Debtors. The Sale Transaction does not constitute a sub rosa plan.

Q. No Liability Under Section 363(n). Neither the Debtors nor the Buyer has engaged in any conduct that would cause or permit the Sale Agreement to be avoided under section 363(n) of the Bankruptcy Code. Specifically, the Buyer has not acted in a collusive manner with any person and the purchase price was not controlled by any agreement with unrelated third parties.

R. Free and Clear Findings Required by the Buyer. The Purchased Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Buyer would not have entered into the Sale Agreement and would not consummate the Sale Transaction if the Purchased Assets were not being sold pursuant to section 363(f) of the Bankruptcy Code, free and clear, except for Assumed Liabilities expressly provided for by the Sale Agreement, of all liens, claims, encumbrances and interests to the fullest extent permitted by section 363(f) of the Bankruptcy Code and any other applicable law, including, without limitation, (i) all liens (statutory or otherwise), claims, mortgages, deeds of trust, pledges, charges, security interests, charges, rights of first refusal, hypothecations, encumbrances, royalties, easements, leases or subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of offset or recoupment, subleases, leases or conditional sale arrangements (collectively, the "Liens"), (ii) all claims as defined in section 101(5) of the Bankruptcy Code, including all rights or causes of action (whether in law or in equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands, fines or penalties (including, without limitation, any fines, penalties or other regulatory action brought or asserted by any Governmental Unit (as defined in sections 101(27) and 101(41) of the Bankruptcy Code)), restrictions, indemnification claims or liabilities relating to any act or omission of the Debtors or any other person prior to the closing, consent rights, options, contract rights, covenants and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise (collectively the "Claims"), and (iii) all debts, liabilities, obligations, covenants running with the land, including, with respect to executory leases, royalty agreements or other encumbrances the existence of which would be deemed to be a default under the applicable lease or otherwise in violation of applicable law, contractual rights and claims and labor, employment and pension claims, in each case, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or un-matured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise (collectively the "Interests"). Except for Assumed Liabilities expressly provided for by the Sale Agreement, the Sale Transaction shall be free and clear of, and no Buyer shall be responsible for, any Liens, Claims or Interests, including, without limitation, in respect of the following: (i) any rights or Claims based on any successor or transferee liability, (ii) any Liens, Claims or Interests that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Debtors' or the Buyer's interest in the Purchased Assets, or any similar rights; (iii) any labor or employment agreements; (iv) mortgages, deeds of trust and security interests; (v) intercompany loans and receivables between the Debtors or non-Debtor affiliates; (vi) any pension, multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of ERISA), health or welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (vii) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code and of any similar state law (collectively, "COBRA"), (i) the Worker Adjustment and Retraining Notification Act of 1988 and any state-law analogues, (j) state discrimination laws, (k) state unemployment compensation laws or any other similar state laws, or (l) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors; (viii) the Federal Mine Safety and Health Act of

1977 or its associated regulations; (ix) penalties of any kind whatsoever assessed against the Debtors by the United States Department of Labor's Mine Safety and Health Administration, the Pennsylvania Department of Environmental Protection and the United States Environmental Protection Agency; (x) any bulk sales or similar law; (xi) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the Purchased Assets prior to the closing; (xii) any executory contract or unexpired lease that will not be assumed and assigned pursuant to this Order and the Sale Agreement; and (xiii) any other liabilities not expressly assumed as provided in the Sale Agreement. A sale of the Purchased Assets other than one free and clear of all Liens, Claims, and Interests would yield substantially less value for the Debtors' estates, with less certainty, than the Sale Transaction as contemplated. Therefore, the Sale Transaction contemplated by the Sale Agreement free and clear of all Liens, Claims and Interests, except for Assumed Liabilities, is in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

S. Satisfaction of 363(f) Standards. The Debtors may sell the Purchased Assets free and clear of all Liens, Claims and Interests of any kind or nature whatsoever, because, in each case, one or more of the standards set forth in sections 363(f)(1)-(5) of the Bankruptcy Code have been satisfied. Those holders of Liens, Claims and Interests who did not object (or who withdrew their objections) to the Sale Motion or the Sale Transaction are deemed to have consented to the Sale Motion and the Sale Transaction pursuant to section 363(f)(2) of the Bankruptcy Code. Except as specifically provided in the Sale Agreement or this Order, all persons and entities asserting or holding any Liens, Claims and Interests in or with respect to the Purchased Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinated), however arising, shall be forever barred, estopped, and permanently enjoined from asserting, prosecuting or otherwise pursuing such Liens, Claims, or Interests against the Buyer or the Purchased Assets.

T. Executory Contracts. Upon compliance with the assumption and assignment procedures set forth in the Bidding Procedures Order, as detailed more specifically in the *Second Amended Notice of Executory Contracts and Unexpired Leases that May be Assumed and Assigned in Connection with the Sale Transactions* [Doc. No. 303] (as may be supplemented from time to time, the "Cure Notice"), the Debtors have demonstrated that it is an exercise of their sound business judgment to sell, assume and assign Executory Contracts to the Buyer in connection with the consummation of the Sale Transaction, and the assumption and assignment of Executory Contracts is in the best interests of the Debtors, their estates and creditors, and other parties in interest. The Executory Contracts assigned to the Buyer are an integral part of the Purchased Assets being purchased by the Buyer, and, accordingly, such assumption and assignment of the Executory Contracts and the liabilities associated therewith are reasonable and enhance the value of the Debtors' bankruptcy estates.

U. Cure and Adequate Assurance. Upon compliance with the assumption and assignment procedures set forth in the Bidding Procedures Order and Cure Notice, including the resolution of any Assumption/Assignment Objections, the Buyer will have cured or demonstrated their ability to cure any default with respect to any act or omission that occurred prior to the closing under any of the Executory Contracts, within the meaning of Section 365(b)(l)(A) of the Bankruptcy Code. Upon expiration of the applicable objection deadline, the proposed Cure Costs set forth in the Cure Notice or any other cure amount reached by agreement after an Assumption/Assignment Objection are deemed the amounts necessary to "cure" within the meaning of section 365(b)(l) of the Bankruptcy Code all "defaults" within the meaning of Section 365(b) of the Bankruptcy Code under such Executory Contracts. The final amount of all Cure Costs will be determined and paid pursuant to the terms of the Bidding Procedures Order, Cure Notice and the Sale Agreement. The Buyer's promise to perform the obligations under the relevant Executory Contracts arising after the closing shall constitute adequate assurance of its future performance of and under the relevant Executory Contracts, within the meaning of sections 365(b)(l) and 365(f)(2) of the Bankruptcy Code. All counterparties to the Executory Contracts who do not file an Assumption/Assignment Objection consistent with the Bidding Procedures Order and Cure Notice are deemed to consent to the assumption by the Debtors of their respective Executory Contract and the assignment thereof to the Buyer. This Court finds that, with respect to all Executory Contracts, the payment of the Cure Costs (subject to compliance with the Bidding Procedures Order and Cure Notice, including the right to object) is appropriate and is deemed to fully satisfy the Debtors' obligations under section 365(b) of the Bankruptcy Code. This Court further finds that the Assumption/Assignment Procedures set forth in the Bidding Procedures Order and Cure Notice are reasonable and give contract counterparties adequate notice of and opportunity to respond to the proposed assumption and assignment of the Executory Contracts. Accordingly, upon compliance with the procedures set forth in the Bidding Procedures Order and Cure Notice, all of the requirements of section 365(b) of the Bankruptcy Code will be satisfied for the assumption and the assignment by the Debtors to the Buyer of each of the Executory Contracts under the Sale Agreement. To the extent any Executory Contract is not an executory contract within the meaning of section 365 of the Bankruptcy Code, it shall be transferred to the Buyer in accordance with the terms of this Order that are applicable to the Purchased Assets.

V. No Successor or Other Derivative Liability. By consummating the Sale Transaction pursuant to the Sale Agreement, the Buyer is not a mere continuation of any of the Debtors or any Debtor's estate, and there is no continuity of enterprise or otherwise or common identity between the Buyer and any Debtor. The Buyer is not holding itself out as a continuation of any Debtor. The Buyer is not a successor to any Debtor or any Debtor's estate by reason of any theory of law or equity, and the Sale Transaction does not amount to a consolidation, merger or de facto merger of the Buyer and the Debtors or any of the Debtors' estates. Neither the Buyer nor any of its affiliates or their respective successors, assigns, members, partners, principals or shareholders (or the equivalent thereof) shall assume or in any way be responsible for any obligation or liability of any Debtor (or any affiliate of any Debtor) or any Debtor's estate, except as expressly provided in the Sale Agreement. The sale and transfer of the Purchased Assets to the Buyer, including the assumption by the Debtors and assignment, transfer and/or sale to the Buyer of any of the Assumed Agreements, will not subject the Buyer to any liability with respect to the operation of the Debtors' businesses prior to the Closing or by reason of such transfer, except that, upon the Closing, the Purchaser shall remain liable for the applicable Assumed Liabilities.

W. Legal and Factual Bases. The legal and factual bases set forth in the Sale Motion and at the Sale Hearing establish just cause for the relief granted herein.

X. Validity of Transfer. As of the closing, the transfer of the Purchased Assets to the Buyer will be a legal, valid and effective transfer of the Purchased Assets, and will vest the Buyer with all right, title and interest of the Debtors in and to the Purchased Assets, free and clear of all Liens, Claims and Interests, except to the extent provided in the Sale Agreement and this Order.

Y. Incorporation of Sale Hearing. All findings of fact and conclusions of law made or announced by the Court at the Sale Hearing are expressly adopted by, and incorporated in, this Order as if they had been fully set forth herein.

NOW, THEREFORE, IT IS ORDERED THAT:

1. Sale Motion Granted. The Sale Motion is hereby **GRANTED** as set forth herein.

2. Findings of Fact and Conclusions of Law. The findings of fact set forth above and conclusions of law stated herein shall constitute this Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any finding of fact later shall be determined to be a conclusion of law, it shall be so deemed and deemed so ordered, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed and deemed so ordered. In the event that the terms of this Order and the Bidding Procedures Order are in conflict, this Order will control.

3. Objections. All objections and responses, if any, to the sale of the Purchased Assets to the Buyer or related relief requested in Sale Motion that have not been withdrawn, waived or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court or pursuant to the terms of this Order, and all reservations of rights included therein, are hereby overruled on the merits, with prejudice. All persons and entities given notice of the Sale Motion that failed to timely object thereto are deemed to consent to the relief sought therein.

4. Approval of the Sale Agreement. The Sale Transaction and specific terms of the Sale Agreement are hereby authorized and approved pursuant to, *inter alia*, sections 105(a), 363(b) and 365(a) of the Bankruptcy Code. Pursuant to section 363(b) of the Bankruptcy Code, the Debtors are authorized to consummate the Sale Transaction pursuant to and in accordance with the terms and conditions set forth in the Sale Agreement and this Order. The Debtors, and their

affiliates, officers, employees and agents, are authorized to execute, deliver and perform under, and otherwise consummate and implement, the Sale Agreement together with all additional instruments and documents that may be reasonably necessary or desirable to implement the Sale Agreement, and to take all further actions as may be (a) reasonably requested by the Buyer for the purpose of assigning, transferring, granting, conveying and conferring to the Buyer, or reducing to possession, the Purchased Assets, or (b) necessary or appropriate to the performance of the obligations contemplated by the Sale Agreement, including, without limitation, executing any necessary or appropriate document or instrument, all without further order of the Court.

5. Good Faith. The Sale Transaction has been undertaken by the Buyer in good faith. The Buyer satisfies the good faith requirement of section 363(m) of the Bankruptcy Code and, accordingly, the Buyer and the Sale Transaction is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of this Court or any other court, such reversal, modification, or vacatur shall not affect the validity and enforceability of any sale, transfer or assignment under the Sale Agreement or obligation or right granted pursuant to the terms of this Order, and notwithstanding any reversal, modification or vacatur shall be governed in all respects by the original provisions of this Order or the Sale Agreement, as the case may be.

6. Transfer of Assets Free and Clear.

A. Pursuant to sections 105(a), 363(b), 363(f) and 365 of the Bankruptcy Code, the Debtors are authorized and directed to transfer the Purchased Assets in accordance with the terms of the Sale Agreement free and clear of all Liens, Claims, and Interests (except for Assumed Liabilities) to the fullest extent permitted by section 363(f) of the Bankruptcy Code and any other applicable law. The Purchased Assets shall be transferred to the Buyer, and upon consummation of the Sale Transaction, such transfer shall (1) be valid, legal, binding and effective; (2) vest the Buyer with all right, title and interest of the Debtors in the Purchased Assets; and (3) be free and clear of all Liens, Claims and Interests (except for Assumed Liabilities). All Liens, Claims and Interests shall attach to the net proceeds of the Sale Transaction, in the order of their priority and with the same validity, force and effect that they now have against the Purchased Assets, subject to any rights, claims and defenses the Debtors or their estates, as applicable, may possess with respect thereto and applied in accordance with such priority and pursuant to any other Orders of this Court. Nothing herein is intended or shall be deemed to be an adjudication of the extent, validity, enforceability and/or priority of any conflicting or competing Liens, Claims or Interests with respect to the net proceeds of the Purchased Assets, and all rights are reserved with respect to the same. Upon the occurrence of the closing, this Order shall be considered and constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Purchased Assets acquired by the Buyer under the Sale Agreement transferring good, marketable and indefeasible title and interest in the Purchased Assets to the Buyer free and clear of all Liens, Claims and Interests (except for Assumed Liabilities). Each and every federal, state, and local governmental agency, quasi-agency, or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale Transaction. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the Purchased Assets to the Buyer in accordance with the Sale Agreement and this Order.

B. Except as otherwise provided in the Sale Agreement or this Order, all Governmental Units and all persons and entities (and their respective successors and assigns), including, without limitation, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, current and former employees, pension plans, multiemployer pension plans, labor unions, trade creditors and any other creditors holding Liens, Claims or Interests (whether legal or equitable, secured or unsecured, known or unknown, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinated) arising under or out of, in connection with, or in any way relating to, the Debtors, the Purchased Assets, or the transfer of the Purchased Assets to the Buyer, are hereby forever barred, estopped and permanently enjoined from asserting or pursuing any Liens, Claims or Interests (except for Permitted Encumbrances and Assumed Liabilities) against the Buyer, its affiliates, successors or assigns, its property or the Purchased Assets, including, without limitation, taking any of the following actions with respect to a Claim: (1) commencing or continuing, in any manner, any action or other proceeding against the Buyer, its affiliates, successors or assigns, assets (including the Purchased Assets) or properties; (2) enforcing, attaching, collecting or recovering, in any manner, any judgment, award, decree, or order against the Buyer, its affiliates, successors or assigns, assets, or properties; (3) creating, perfecting, or enforcing any liens, claims, encumbrances or other interests against the Debtors as against the Buyer, or its affiliates, successors, assigns, assets (including the Purchased Assets) or properties; (4) asserting any setoff, right of subrogation or recoupment of any kind for any obligation of any of the Debtors as against any obligation due to the Buyer, or its affiliates, successors or assigns or their respective assets, including the Purchased Assets; (5) commencing or continuing any action, in any manner or place, that does not comply, or is inconsistent with, the provisions of this Order or the agreements or actions contemplated or taken in respect thereof; or (6) denying, refusing, delaying or otherwise frustrating the transfer or assignment of any permits, licenses, or other approvals previously held by the Debtors that were necessary for the Purchased Assets.

C. This Order: (1) shall be effective as a determination that, as of the closing, all Liens, Claims and Interests (except for Assumed Liabilities), have been unconditionally released, discharged and terminated as to the Buyer and the Purchased Assets, and that the conveyances and transfers described herein have been effected; and (2) is and shall be binding upon and govern the acts of all persons and entities, including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the Sale Transaction.

D. Upon the closing, each of the Debtors' creditors and any other holder of a Lien, Claim or Interest is authorized and directed to execute such documents and take all other actions as may be necessary to release its Lien, Claim or Interest in the Purchased Assets (other than Assumed Liabilities), if any, as such Lien, Claim or Interest may have been recorded or may otherwise exist. If any person or entity that has filed financing statements, mortgages, deeds of trust, mechanic's liens, lis pendens or other documents or agreements evidencing Liens, Claims or Interests against the Debtors or the Purchased Assets has not delivered to the Debtors prior to the closing of the Sale Transaction, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of all interests which the person or entity has with respect to the Debtors or the Purchased Assets or otherwise, then with regard to the Purchased Assets that are purchased by the Buyer pursuant to the Sale Agreement and this Order: (1) the Debtors are hereby authorized, and the Buyer is hereby authorized, to execute and file such statements, instruments, releases and other documents on behalf of the person or entity with respect to the Purchased Assets; and (2) the Buyer is hereby authorized to file, register or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens, Claims and Interests (except for Permitted Encumbrances and Assumed Liabilities) against the Purchased Assets. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the Sale Transaction, including, without limitation, recordation of this Order. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state or local government agency, department or office. This Order shall be binding upon and shall govern the acts of all persons including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal, state, and local officials, and all other persons who may be required by operation of law, the duties of their office, or contract, to accept, file, register, or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any of such assets or other property interests. Notwithstanding and without limiting the foregoing, the provisions of this Order authorizing the sale and assignment of the Purchased Assets free and clear of Liens, Claims and Interests (except for Permitted Encumbrances and Assumed Liabilities), shall be self-executing, and neither the Debtors nor the Buyer shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate and implement the provisions of this Order.

E. Following the closing of the Sale Transaction, no holder of any Claim shall interfere with the Buyer's title to or use and enjoyment of the Purchased Assets based on or related to any such Claim or based on any actions the Debtors may take in their chapter 11 cases.

7. Surrender of Possession. All entities that are currently, or on the closing may be, in possession of some or all of the Purchased Assets are hereby directed to surrender possession of the Purchased Assets to the Buyer on the closing under its Sale Agreement, unless the Buyer otherwise agrees.

8. Environmental Matters. Nothing in this Order or the Sale Agreement releases, nullifies, precludes, or enjoins the enforcement of any valid police or regulatory liability to a Governmental Unit that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Order. Nothing in this Order or the Sale Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order. Notwithstanding the foregoing, nothing in this Order shall: (i) be interpreted to deem the Buyer as the successor to the Debtors under any successor liability doctrine with respect to any liabilities under environmental statutes or regulations for penalties for days of violation prior to the closing or for liabilities relating to off-site disposal of waste by the Debtors prior to the closing; (ii) create for any Governmental Unit any substantive right that does not already exist under law; (iii) be deemed

or construed to be an admission of liability by the Debtors; or (iv) create or trigger any liability on behalf of Buyer on account of or in any way relating to the Excluded Permits. Buyer shall assume all environmental compliance obligations associated with the water supply loss claim filed by Bruce and Sarah Hay, Water Loss Claim No. WL2421, relating to the Acosta Deep Mine Coal Mining Activity Permit No. 56111302.

9. Assumption and Assignment of Executory Contracts.

A. Upon compliance with the procedures set forth in the Bidding Procedures Order and the Cure Notice regarding the assumption and assignment of Executory Contracts (including the resolution of any objections thereto), without further order of the Court, the Debtors are authorized to assume and assign the Executory Contracts designated for assignment to the Buyer pursuant to the Sale Agreement; *provided*, *however*, that there shall be no assumption of any such contract or lease absent simultaneous assignment thereof to the Buyer. Upon assumption and assignment, the Buyer shall be deemed to be substituted for the Debtors as a party to each of the Executory Contracts and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved from any liability for any post-closing breach of any such Executory Contract after assignment of such Executory Contract to the Buyer. In accordance with sections 365(b)(2) and (f) of the Bankruptcy Code, upon transfer of the Executory Contracts to the Buyer, (i) the Buyer shall have all of the rights of the Debtors thereunder, free and clear of all Liens, Claims and Interests, (except for Permitted Encumbrances and Assumed Liabilities), and each provision of such Executory Contracts shall remain in full force and effect for the benefit of the Buyer, notwithstanding any provision in such contract, lease or in applicable law that prohibits, restricts or limits in any way such assignment or transfer; and (ii) none of the Executory Contracts may be terminated, or the rights of any party modified in any respect, including pursuant to any "change of control" clause, by any other party thereto as a result of the consummation of the Sale Transaction.

B. Subject to applicable provisions of section 365 of the Bankruptcy Code, compliance with the procedures set forth in the Bidding Procedures Order, Cure Notice governing the assumption and assignment of Executory Contracts (including resolution of any objections), the Sale Agreement and the respective terms thereof with respect to Cure Costs, without further order of the Court, all defaults or other obligations of the Debtors under the Executory Contracts arising or accruing prior to the closing will be deemed cured or shall be promptly cured in accordance with the terms hereof as a condition precedent to the assumption and assignment of the respective Executory Contracts (and without such a cure the Buyer shall have no rights in or to the respective Executory Contracts).

C. Upon transfer of the applicable Executory Contracts to the Buyer, without further order of the Court, there shall be no rent accelerations, assignment fees, increases or any other fees charged or chargeable to the Buyer as a result of the assumption, assignment and sale of the Executory Contracts. Any provision in any Executory Contract that prohibits or conditions the assignment of such contract or lease, or allows the counterparty to such contract or lease to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such contract or lease, constitutes an unenforceable anti-assignment provision, and is void and of no force and effect. The validity of the assumption, assignment and sale of the Executory Contracts to the Buyer shall not be affected by any existing dispute between the Debtors and any counterparty to an Executory Contract.

10. Permanent Injunction. All persons and entities are prohibited and enjoined from taking any action to adversely affect or interfere with the ability of the Debtors to transfer the

Purchased Assets to the Buyer in accordance with the Sale Agreement and this Order. Following the closing, except for persons entitled to enforce Assumed Liabilities, or otherwise permitted by the Sale Agreement or this Order, all persons (including, but not limited to, (i) the Debtors and/or their respective successors (including any trustee), (ii) creditors, (iii) investors, (iv) current and former employees and shareholders, (v) administrative agencies, (vi) Governmental Units, (vii) secretaries of state, (viii) federal, state, and local officials, including those maintaining any authority relating to any environmental, health and safety laws, and (ix) the successors and assigns of each of the foregoing) holding Liens, Claims or Interests in the Purchased Assets or against the Debtors with respect to the Purchased Assets of any kind or nature whatsoever shall be, and hereby are, forever barred, estopped, and permanently enjoined from asserting, prosecuting, or otherwise pursuing any Liens, Claims or Interests of any kind or nature whatsoever against the Buyer or any affiliate of the Buyer or any of its respective property, successors and assigns, or the Purchased Assets, as an alleged successor or on any other grounds. No person shall assert, and the Buyer and the Purchased Assets shall not be subject to, any defaults, breaches, counterclaims, offsets, defenses (whether contractual or otherwise, including, without limitation, any right of recoupment), liabilities, claims and interests, or basis of any kind or nature whatsoever to delay, defer, or impair any right of the Buyer or the Debtors, or any obligation of any other party, under or with respect to, any Purchased Assets, with respect to any act or omission that occurred prior to the closing or with respect to any other agreement or any obligation of the Debtors that is not an Assumed Liability.

11. No Interference. Following the closing, no holder of any Lien, Claim or Interest in the Purchased Assets (except holders of Permitted Encumbrances and Assumed Liabilities solely in accordance with applicable law) shall interfere with the Buyer's title to, or use and enjoyment

of, the Purchased Assets based on, or related to, any such Lien, Claim or Interest, or based on any actions the Debtors may take in these cases.

12. Post-Closing Actions and Transactions. The Debtors and the Buyer, and each of their respective officers, employees, and agents, will be authorized and empowered to take all actions and execute and deliver any and all documents and instruments that either the Debtors or the Buyer deems necessary or appropriate to implement and effectuate the terms of the Sale Agreement and this Order. Further, effective as of the closing, the Buyer and its respective successors and assigns shall be designated and appointed the Debtors' true and lawful attorney and attorneys, with full power of substitution, in the Debtors' name and stead, its successors and assigns, to demand and receive any and all of the Purchased Assets, and from time to time institute and prosecute in the name of the Buyer, for the benefit of such Buyer, its successors and assigns, any and all proceedings at law, in equity, or otherwise, that such Buyer, its successors or assigns, may deem proper for the collection or reduction to possession of any of the Purchased Assets, and to do all acts and things with respect to the Purchased Assets that the Buyer, its successors and assigns, shall deem desirable. All of the foregoing powers granted to the Buyer are coupled with an interest and are irrevocable by the Debtors.

13. Operation by Buyer. To the maximum extent available under applicable law: (a) the Buyer shall be authorized, as of the closing, to operate under any license, permit, registration, and any other governmental authorization or approval of the Debtors with respect to the Purchased Assets and the Executory Contracts; (b) all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyer as of the closing; and (c) to the extent provided by section 525 of the Bankruptcy Code, no Governmental Unit may deny, revoke, suspend or refuse to renew any

permit, license, or similar grant relating to the operation of the Purchased Assets sold, transferred or conveyed to the Buyer on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale Transaction contemplated by the Sale Agreement. Notwithstanding the foregoing, nothing herein is intended or shall be deemed to relieve the Buyer from having to comply with any requirements or approval process under applicable non-bankruptcy law with respect to the transfer of any governmental license or permit.

14. Enforcement. The terms and provisions of the Sale Agreement and this Order, and the Sale Transaction contemplated thereby and hereby, shall, as applicable, be specifically enforceable against and be binding in all respects upon, or shall inure to the benefit of, the Debtors, their estates, their creditors (known and unknown), counterparties to Executory Contracts, any Governmental Unit which regulates the Debtors' business, the Buyer, and their respective affiliates, successors and assigns, and any affected third parties, including all entities asserting any Liens, Claims or Interests, notwithstanding any subsequent appointment of any trustee, examiner or receiver of the Debtors under any chapter of the Bankruptcy Code or any other law, and all such terms and provisions likewise shall be binding on and specifically enforceable against such trustee, examiner or receiver, and shall not be subject to rejection or avoidance by the Debtors, their estates, their creditors, any other representatives of their estates, or any trustee, examiner or receiver.

15. No Successor Liability.

A. Except for the Assumed Liabilities and Cure Costs, to be paid solely to the extent provided for in the Sale Agreement and this Order, neither the Buyer, nor any of its respective successors, assigns, agents, employees, managers, members, officers, directors, attorneys, or affiliates shall have any liability for any Lien, Claim or Interest that (i) arose or occurred prior to the closing, (ii) could have otherwise been asserted against the Debtors prior to the closing, or (iii) is related to the Purchased Assets prior to the closing. The Buyer is not and shall not be deemed a "successor" to the Debtors or their estates, have, de facto or otherwise, merged with or into the Debtors or be a mere continuation or substantial continuation of the Debtors or the enterprise of the Debtors under any theory of law or equity as a result of any action taken in connection with the Sale Agreement or the Sale Transaction or documents ancillary thereto or contemplated thereby or in connection with the acquisition of the Purchased Assets.

B. Without limiting the foregoing, and except to the extent of the Assumed Liabilities, or as otherwise set forth in the Sale Agreement or this Order, the Buyer shall not have any successor, transferee, derivative, or vicarious liabilities of any kind or character for any Liens, Claims or Interests, including under any theory of successor or transferee liability, de facto merger or continuity, whether known or unknown as of the closing, now existing or hereafter arising, whether fixed or contingent, asserted or unasserted, liquidated or unliquidated, with respect to of any of the following: (i) any foreign, federal, state, or local revenue, pension, ERISA, tax, labor, employment, antirust, environmental, or other law, rule, or regulation (including without limitation filing requirements under any such laws, rules or regulations); (ii) any products liability law, rule, regulation, or doctrine with respect to the Debtors' liability under such law, rule or regulation, or doctrine, or under any product warranty liability law or doctrine; (iii) any employment or labor agreements, consulting agreements, severance arrangements, change-in-control agreements, or other similar agreement to which the Debtors are a party; (iv) any pension, welfare, compensation, or other employee benefit plans, agreements, practices, and programs, including, without limitation, any pension plan of the Debtors; (v) the cessation of the Debtors' operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation, or other employee benefit plans, agreements, practices and programs, or obligations that might otherwise arise from or pursuant to any statute or regulation including but not limited to the (a) Employee Retirement Income Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967, (g) the Americans with Disabilities Act of 1990, (h) the Worker Adjustment and Retraining Notification Act of 1988 and any state-law analogues, (i) COBRA, (j) the Federal Mine Safety and Health Act of 1977 or (k) the Black Lung Benefits Act of 1972; (vi) environmental liabilities, debts, Claims, or obligations arising from conditions first existing on or prior to the closing (including, without limitation, the presence of hazardous, toxic, polluting, or contamination substances or wastes), which may be asserted on any basis by any person, entity or Governmental Unit, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.; (vii) any liabilities, debts, or obligations of or required to be paid by the Debtors for any taxes of any kind for any period; (viii) any liabilities, debts, commitments, or obligations for any taxes relating to the operation of the Purchased Assets prior to the closing; (ix) any bulk sale law; and (x) any litigation.

16. Bulk Sales. No bulk sales law, bulk transfer law or similar law of any state or other jurisdiction shall apply in any way to the Sale Transaction.

17. Fair Consideration. The consideration provided by the Buyer for the Purchased Assets under the Sale Agreement shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the United States, any state, territory, possession, or the District of Columbia. The Sale Transaction may not be avoided under section 363(n) of the Bankruptcy Code. The Sale Agreement was not entered into, and the Sale Transaction is not being consummated, for the purpose of hindering, delaying, or defrauding creditors of the

Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. Neither the Debtors nor the Buyer have entered into the Sale Agreement or any agreement contemplated thereby or is consummating the Sale Transaction with any fraudulent or otherwise improper purpose, including, without limitation, to evade any pension liabilities. No other person or entity or group of persons or entities has offered to purchase the Purchased Assets for an amount or on terms that would provide greater value to the Debtors and their estates than the value provided by the Buyer. The Court's approval of the Sale Motion and the Sale Agreement is in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

18. Retention of Jurisdiction. This Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement, and enforce the terms and provisions of this Order, all amendments thereto, and any waivers and consents thereunder, including, but not limited to, retaining jurisdiction to (i) compel delivery of the Purchased Assets to the Buyer; (ii) interpret, implement, and enforce the provisions of this Order; (iii) protect the Buyer, any of the Buyer's affiliates, or any agent of the foregoing, against any Liens, Claims or Interests against the Debtors or the Purchased Assets of any kind or nature whatsoever, except for Assumed Liabilities and (iv) enter any order under sections 363 and 365 of the Bankruptcy Code.

19. Subsequent Plan Provisions. Nothing contained in any chapter 11 plan confirmed in any Debtor's bankruptcy case or any order confirming any such plan or in any other order in these chapter 11 cases shall alter, conflict with, or derogate from, the provisions of the Sale Agreement or this Order.

20. Modification. The Sale Agreement may be modified, amended or supplemented by the Buyer and the Debtors in a writing signed by both parties without further order of the Court; provided that any such modification, amendment or supplement does not materially change the terms of the Sale Agreement or modify the express terms of this Order.

21. Survival. Nothing contained in any subsequent order of this Court or any court of competent jurisdiction in these chapter 11 cases (or any order entered after any conversion of a chapter 11 case of the Debtors to a case under chapter 7 of the Bankruptcy Code) or any chapter 11 plan confirmed in any Debtors' bankruptcy cases or any order confirming any such plan, or any order dismissing any cases of the Debtors shall nullify, alter, conflict with, or in any manner derogate from the provisions of this Order, and the provisions of this Order shall survive and remain in full force and effect. For the avoidance of doubt, if the Debtors' chapter 11 cases are converted to cases under chapter 7 of the Bankruptcy Code, the Order shall be binding on the chapter 7 trustee in such chapter 7 cases.

22. Failure to Specify. The failure to specifically include any particular provision of the Sale Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court, the Debtors and the Buyer that the Sale Agreement be authorized and approved in its entirety with such amendments thereto (subject to Paragraph 20) as may be made by the parties in accordance with the Sale Transaction and the terms of the Sale Agreement.

23. Automatic Stay. The automatic stay pursuant to section 362 of the Bankruptcy Code is hereby lifted with respect to the Debtors to the extent necessary, without further order of this Court, to allow: (a) Buyer to give the Debtors any notice provided for in the Sale Agreement, and (b) Buyer to take any and all actions provided under or contemplated by the Sale Agreement in accordance with the terms and conditions thereof.

24. Appointment of Trustee. The provisions of the Sale Agreement and this Order may be specifically enforced in accordance with the Sale Agreement notwithstanding the appointment of any chapter 7 or chapter 11 trustee after the closing of the Sale Transaction.

25. Sureties Reservation of Rights. Certain commercial surety companies (collectively, the "Sureties" and each, individually, a "Surety"), including without limitation Indemnity National Insurance Company ("INIC"), have issued commercial surety bonds on behalf of the Debtors that relate to the Purchased Assets (collectively, the "Existing Surety Bonds" and, each individually, an "Existing Surety Bond"). These Existing Surety Bonds were issued pursuant to certain existing indemnity agreements and/or related agreements by and between the Sureties, on the one hand, and the Debtors on the other hand and relate to the Purchased Assets (collectively, the "Existing Indemnity Agreements" and, each, an "Existing Indemnity Agreement").

26. Debtor, Wilson Creek Energy, LLC, granted to INIC, pursuant to that certain Security Agreement (Account) and Control Agreement (collectively, the "INIC Collateral Documents"), a lien and security interest in that certain Securities Account No. XXX-XX2017 maintained at Morgan Stanley Smith Barney, LLC (the "INIC Collateral Account") to secure the Debtors' obligations to INIC under the INIC Collateral Documents, the Existing Indemnity Agreement with INIC, and the Existing Surety Bonds issued by INIC (collectively, the "INIC Obligations"). Notwithstanding anything else in this Order or the Sale Agreement to the contrary, the INIC Collateral Account is not a Purchased Asset under the Sale Agreement and has not been acquired by any Buyer.

27. If the closing of the Sale Transaction occurs prior to (i) the Buyer's procurement of new operating permits, either replaced or transferred (the "Replacement Permits") with respect to the existing permits that constitute Purchased Assets (the "Existing Permits"), and (ii) the

replacement of all Existing Surety Bonds with new surety bonds in connection with the Existing Permits (collectively, the "Replacement Surety Bonds"), the Buyer shall enter into a permit transfer operating agreement or other comparable agreement with the Debtors (an "Interim Agreement"), that allows the Buyer to operate the Purchased Assets under the Debtors' existing mining permits (collectively, the "Existing Permits"), Existing Indemnity Agreements and Existing Surety Bonds until the Buyer obtains Replacement Permits, Replacement Indemnity Agreements and Replacement Surety Bonds. Such Interim Agreement shall provide, unless otherwise agreed to by the applicable Surety, that the Buyer (a) assumes all obligations under the Existing Permits, Existing Indemnity Agreements and the Existing Surety Bonds for the mining and other activities the Buyer conducts on the Purchased Assets during the term of the Interim Agreement and (b) indemnifies the Debtors and the Sureties from and against any and all claims, liability, loss or default that occur prior to issuance of the Replacement Permits and the Replacement Surety Bonds as a result of Buyer's operation of, or failure to operate, the Existing Permits, including without limitation, for any claims actions, or premiums due on account of, any Existing Surety Bond. Surety shall be made a party to, or third-party beneficiary of, such Interim Agreement. For the avoidance of doubt, the Buyer shall not be liable for any premiums owed by the Debtors on account of the Existing Surety Bonds for any period prior to the closing of the Sale Transaction.

28. With respect to each Surety, upon the (a) issuance of the Replacement Permits, (b) execution of the Replacement Indemnity Agreements, (c) termination and/or release of all Existing Surety Bonds, (d) satisfaction of all payment and performance obligations under the Existing Indemnity Agreements in accordance with Paragraph 27, the Debtors shall have no further obligations to the Sureties under the Existing Indemnity Agreements on account of the Purchased

Assets or any obligations related thereto; provided, however, that nothing in this Paragraph or this Order shall be deemed to alter, limit or affect any rights or claims of the Sureties or any applicable state or regulatory authority, in respect of any asset, permit or other obligation not transferred or assumed by the Buyer.

29. Nothing herein or in the Sale Agreement shall be deemed to provide a Surety's consent to the involuntary substitution of any principal under any Existing Surety Bond or Existing Indemnity Agreement, nor shall it be deemed to provide for the non-consensual assumption or assignment of any Existing Surety Bond or Existing Indemnity Agreement.

30. Except as set forth in Paragraph 27 above, the Buyer shall not be (a) liable for any Existing Surety Bonds and/or obligations arising under the Existing Indemnity Agreements to the extent they relate to any assets that are not transferred to the Buyer or (b) deemed a substitute principal under any Existing Surety Bond or an indemnitor under any Existing Indemnity Agreement.

31. Except with respect to Existing Permits and corresponding Existing Surety Bonds subject to an Interim Agreement, INIC is hereby granted relief from the automatic stay, pursuant to section 362 of the Bankruptcy Code, as to the INIC Collateral Account, and is hereby authorized to exercise control over the INIC Collateral Account, to liquidate the securities and other collateral contained therein (the "INIC Collateral"), and to utilize the INIC Collateral for all purposes provided for in the INIC Collateral Documents and the Existing Indemnity Agreement with INIC. In the event that any INIC Collateral remains after full satisfaction of the INIC Obligations, INIC shall return such excess INIC Collateral to the Debtors or such other party entitled to the Debtors' assets as set forth in an order of this Court.

32. For the avoidance of doubt, nothing in this Order, the Sale Agreement, or otherwise shall be deemed to: (a) alter, limit, expand, modify, release, waive or prejudice any rights, remedies and/or defenses of any Surety under any Existing Surety Bond relating to any assets, obligations or liabilities to be transferred to Buyer, including, without limitation, mining permits, surface and coal leases and mine-related facilities and other contractual obligations; (b) alter, limit, expand, modify, prejudice, release or waive any rights of such Sureties under any Existing Surety Bond or Existing Indemnity Agreement; (c) alter, limit, expand, modify, prejudice, waive or release any rights of such sureties in any and all collateral of such Surety or Sureties that secures any and all obligations of the Debtors or any non-Debtor under any Existing Surety Bonds or Existing Indemnity Agreements; or (d) alter, limit, expand, modify, prejudice, waive or release any rights of the Sureties in connection with any of the Debtors' chapter 11 cases or any case under Title 11 of the United States Code.

33. Nothing in the Order, the Sale Agreement, or any other document or agreement executed in connection with or contemplated under the Sale Agreement, including, without limitation, any releases included therein, shall be deemed to alter, limit, modify or release any right, claim or interest of the Sureties under any Existing Surety Bond or Existing Indemnity Agreement, its indemnity agreements or in its collateral, and all such rights and claims are expressly reserved and preserved in all respects.

34. Notwithstanding the Sureties Reservation of Rights, nothing herein shall reduce, limit, or otherwise modify the rights of the Debtors under any agreement with the Sureties, including, without limitation, to INIC.

35. Order Immediately Enforceable. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d) or any provisions of the Local Rules, this Order shall not be stayed for

fourteen (14) days after its entry, and shall be effective immediately upon entry, and the Debtors and the Buyer are authorized to close the Sale Transaction immediately upon entry of this Order. Time is of the essence in closing the Sale Transaction referenced herein, and the Debtors and the Buyer intend to close the Sale Transaction as soon as practicable. This Order is a final order and the period in which an appeal must be filed shall commence upon the entry of this Order.

36. Conflicts. Except as otherwise set forth herein, in the event of a direct conflict between the terms of this Order and the terms of (a) the Sale Agreement, or (b) any other order of this Court, the terms of this Order shall govern and control.

37. No Waiver. Except as otherwise expressly set forth herein, nothing in this Order shall modify or waive any closing conditions or termination rights in the Sale Agreement, and all such conditions and rights shall remain in full force and effect in accordance with their terms.

38. Time Periods. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

39. Non-severability. The provisions of this Order are non-severable and mutually dependent.

Prepared by:
/s/ Michael J. Roeschenthaler
Michael J. Roeschenthaler, Counsel to the Debtors

BY THE COURT:

Date: March 28, 2025

sjk
The Honorable Jeffery A. Deller
United States Bankruptcy Judge

Exhibit A

APA

ASSET PURCHASE AGREEMENT

BY AND AMONG

ROSEBUD MINING COMPANY, AS PURCHASER,

AND

WILSON CREEK ENERGY, LLC

AND

CERTAIN AFFILIATES OF WILSON CREEK ENERGY, LLC,

AS SELLER

DATED: March 26, 2025

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SCHEDULES

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of March 26, 2025, by and among Rosebud Mining Company, a Pennsylvania corporation ("Purchaser"), and Wilson Creek Energy, LLC, a Delaware limited liability company ("Wilson Creek"), and its affiliates (the "Additional Sellers" (as defined below), and collectively with Wilson Creek, the "Seller").[1]

RECITALS

A. Seller is engaged in the business of, inter alia, mining and selling coal through certain mining complexes;

B. On January 6, 2025, Seller commenced a bankruptcy cases (the "Bankruptcy Cases") by filing voluntary petitions under chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Western District of Pennsylvania (the "Bankruptcy Court"), where the Bankruptcy Cases are jointly administered at Case No. 25-70001;

C. Whereas Seller moved to establish bidding procedures and for the sale of its assets pursuant to Section 363 of the Bankruptcy Code by the Sale Motion filed with the Court on January 16, 2025 at Docket No. 116, and the Court entered the Bidding Procedures Order on January 28, 2025 at Docket No. 193.

D. On March 7, 2025, Purchaser provided to Seller a cash deposit in the amount of $1,500,000.00 U.S. Dollars (the "Purchase Deposit"), which has been deposited into a trust account established by Seller for such purpose;

E. Subject to the terms and conditions set forth in this Agreement[2] and applicable sections of the Bankruptcy Code, Seller desires to sell to Purchaser all of the Purchased Assets and to assign to Purchaser all of the Assumed Liabilities, and Purchaser desires to purchase, or cause one or more of the Purchaser Designees to purchase, from Seller all of the Purchased Assets and assume, or cause one or more of the Purchaser Designees to assume, all of the Assumed Liabilities, and the parties intend to effectuate the transactions contemplated hereby, upon the terms and conditions hereinafter set forth; and

F. Seller has determined that it is advisable and in the best interests of such Seller and its constituencies to enter into this Agreement and to consummate the transactions provided for herein, subject to sections 105, 363, and 365 of the Bankruptcy Code, and Rules 4001, 6004, and 6006 Federal Rules of Bankruptcy Procedure.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency

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[1] References to "Seller" herein shall, as the context requires, be deemed to be references to all entities comprising Seller collectively or to a given entity comprising Seller individually.

[2] Capitalized terms used herein and not otherwise defined herein have the meanings set forth in Article I, below.

of which hereby are acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. The following defined terms shall have the following meanings:

"Additional Sellers" means Wilson Creek Holdings, Inc., a Delaware corporation; Corsa Coal Corp., a Canadian corporation; Maryland Energy Resources, LLC, a Delaware limited liability company; Mincorp Inc., a Delaware corporation; Mincorp Acquisition Corp., a Delaware corporation; PBS Coals, Inc., a Delaware corporation; RoxCoal Inc., a Pennsylvania corporation; Quecreek Mining, Inc., a Pennsylvania corporation; Croner, Inc., a Pennsylvania corporation; and Elk Lick Energy, Inc. a Pennsylvania corporation.

"Affiliate" of, or a Person "affiliated with," a specified Person, is a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, "control" means the power through equity ownership, contract or otherwise, to direct or cause the direction of the affairs of a Person.

"Agreement" means this Agreement including any Exhibits and all Schedules hereto.

"Agreed Allocation Statement" has the meaning set forth in Section 3.2(a).

"Allocation Statement" has the meaning set forth in Section 3.2(a).

"Alternative Transaction" means the consummation of any transaction (regardless of the form thereof) involving a sale of all or any substantial portion of the Purchased Assets by Seller to a purchaser or purchasers other than Purchaser.

"Ancillary Agreements" means the Bill of Sale, the Liabilities Assignment and Assumption Agreement, the Deed(s), the Lease Assignments, the Contract Assignments, the Permit Assignment and Assumption Agreements and each other agreement, document, instrument or certificate contemplated by this Agreement or to be executed by any of the parties in connection with the consummation of the transactions contemplated by this Agreement, in each case only as applicable to the relevant party or parties to such Ancillary Agreement, as indicated by the context in which such term is used.

"Applicant Violator System" has the meaning set forth in Section 8.2(c).

"Assumed Agreements" has the meaning set forth in Section 2.5(a).

"Assumed Cure Costs" has the meaning set forth in Section 2.3(b).

"Assumed Liabilities" has the meaning set forth in Section 2.3.

"Available Agreements" has the meaning set forth in Section 2.5(a).

"Avoidance Action" means any avoidance, preference, recovery, claim, right or cause of action of Seller arising under Chapter 5 of the Bankruptcy Code or under any analogous state or federal laws relating to the Purchased Assets, Assumed Liabilities, the Mines or the Business.

"Backup Bidder" has the meaning set forth in the Bidding Procedures.

"Bankruptcy Cases" has the meaning set forth in the preamble hereto.

"Bankruptcy Code" has the meaning set forth in the preamble hereto.

"Bankruptcy Court" has the meaning set forth in the preamble hereto.

"Bidding Procedures" means the processes and procedures required by the Bidding Procedures Order, with such amendments, modifications or supplements as approved by Purchaser and Seller.

"Bidding Procedures Order" means an Order (A) Approving Bidding Procedures, (B) Scheduling an Auction, Sale Hearing and Other Dates and Deadlines, (C) Approving Stalking Horse Purchaser, (D) Approving the Assumption and Assignment of Contracts and Leases and Related Cure Procedures and (E) Granting Related Relief, approval of which is to be pursued by Seller in the Bankruptcy Cases.

"Bill of Sale" has the meaning set forth in Section 4.3(a).

"Black Lung Act" means the Federal Coal Mine Safety and Health Act of 1969, the Black Lung Benefits Act of 1972, the MSHA, the Black Lung Benefits Reform Act of 1977, or and the Black Lung Benefits Amendments of 1981.

"Bond Amount" has the meaning set forth in Section 8.2(e).

"Business" means the business of (a) the exploration, permitting, extraction, mining, processing, sale, storage and transportation of coal and non-coal minerals and interests (including by way of example, Rare Earth minerals, oil and gas and coalbed methane gas) from the Mines, the Cambria Preparation Plant and the Real Property by Seller and the Reclamation of lands used for such activities by the Seller, and (b) Seller's ownership of the Owned Real Property, maintenance of the Leases and performance of the obligations of the Seller thereunder, maintenance of the assets related thereto and Reclamation of the Mines, including Seller's interest (if any) in the natural gas/coalbed methane gas wells and/or facilities on the Real Property and any precious metals.

"Business Day" means a day, other than a Saturday or a Sunday, on which commercial banks are not required or authorized to close within the Commonwealth of Pennsylvania.

"Cambria Closing Parcels" has the meaning set forth in Section 8.7.

"Cambria License" has the meaning set forth in Section 8.7.

"Cambria Preparation Plant" means the facilities commonly known as the Cambria Preparation Plant and associated rail spur and loadout facilities located in Somerset County, Pennsylvania; provided that "Cambria Preparation Plant" shall not include the adjacent surface mines or any disposal area for coal refuse, including any refuse disposal, slate dumps, waste piles or refuse.

"Cambria Subdivision Parcels" has the meaning set forth in Section 8.7.

"Cash Collateral" has the meaning set forth in Section 2.2(h).

"Cash Consideration" shall mean $15,000,000.00 US Dollars, inclusive of the Purchase Deposit.

"Causes of Action" shall mean any claims, interests, obligations, rights, liabilities, actions, causes of actions, choses in action, suits, debts, demands, damages, expenses and/or losses of whatever kind or nature, in each case held as an asset by Seller or its estate relating to the Purchased Assets, the Mines or the Business.

"Closing" has the meaning set forth in Section 4.2.

"Closing Date" has the meaning set forth in Section 4.2.

"Coal Act" means the Coal Industry Retiree Health Benefit Act of 1992, 26 U.S.C. §§ 9701, et seq.

"COBRA" means Section 4980B of the Code and Sections 601 to 608, inclusive, of ERISA.

"Code" means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

"Confidential Information" has the meaning set forth in Section 10.2.

"Confidentiality Agreement" means that certain Confidentiality and Non-Disclosure Agreement, dated as of [●], 2025, by and among Seller and Purchaser.

"Consent" means any consent, novation, approval, authorization, qualification, notice, waiver or registration required to be obtained from, filed with or delivered to any Person in connection with the consummation of the transactions contemplated hereby.

"Contamination" means the presence or existence of any Hazardous Substance, wherever located, as a result of an emission, discharge or release of any Hazardous Substance to, on, onto or into the Environment or requiring investigation, remediation or other response or corrective action under Environmental Law.

"Contract Assignments" has the meaning set forth in Section 4.3(d).

"Contracts" means all of the agreements or other contracts to which Seller is a party related primarily to the Real Property, Mines or the Business, but excluding the Leases.

"Cure Costs" means all monetary liabilities, including pre-petition monetary liabilities, of Seller that must be paid or otherwise satisfied to cure all of Seller's monetary defaults under the Assumed Agreements pursuant to Section 365 of the Bankruptcy Code at the time of Closing as such amounts are determined by the Bankruptcy Court or approved pursuant to the assignment and assumption procedures provided for in the Bidding Procedures Order or herein.

"Cure Notice" means, with respect to each Assumed Agreement, the notice submitted by Seller to the counterparty or counterparties thereto pursuant to the Bidding Procedures Order setting forth, among other things, the Cure Costs amount with respect thereto as calculated by Seller.

"Data" has the meaning set forth in Section 2.1(h).

"Deeds" means the special warranty deeds, dated as of the Closing Date, conveying the Owned Real Property from each applicable Seller to the Purchaser or a Purchaser Designee.

"Employee Plans" means (i) all "employee benefit plans," as defined in Section 3(3) of ERISA, (ii) all other compensation, employment, consulting, severance pay, salary continuation, bonus, incentive, equity or equity-based compensation, change in control, transaction bonus, retirement, vacation, pension, profit sharing, deferred compensation, insurance, medical, dental, vision, supplemental unemployment benefits or post-employment or retirement benefits plans, Contracts, programs, funds, or arrangements of any kind, and (iii) all other employee benefit plans, Contracts, programs, funds, or arrangements (whether written or oral, qualified or nonqualified, funded or unfunded, foreign or domestic) and any trust, escrow, or similar agreement related thereto, whether or not funded, sponsored, maintained or contributed to by Seller for the benefit of any of their respective current or former employees.

"Employees" are those employees of Seller identified on the list it provided by Seller to Purchaser, which list is current as of the date hereof and, to the Seller's Knowledge, includes the respective names, job titles, hire dates, annual or hourly rate of base compensation and annual bonuses payable to each such employee.

"Encumbrances" means all and any Liabilities, Liens, levies, claims, charges, assessments, mortgages, security interests, pledges, conditional sales agreements, title retention contracts, leases, subleases, rights of first refusal, options to purchase, restrictions and other encumbrances, and agreements or commitments to create or suffer any of the foregoing.

"Environment" or "Environmental" means relating to navigable waters, waters of the contiguous zone, ocean waters, surface waters, groundwater, drinking water supply, land surface, soil, vapor, surface and subsurface strata, sediments, natural resources, indoor surfaces or outdoor or indoor air.

"Environmental Law" means, collectively, any and all Legal Requirements of any nature (including common law) relating in any way to any Hazardous Substance, Contamination, protection of the Environment, protection of natural resources, or human health and safety, including, without limitation, those relating to environmental claims, reclamation or restoration, to emissions, discharges, releases or threatened emissions, discharges or releases to, on, onto or into the Environment of, or exposures or threatened exposures to, any Hazardous Substance.

"Environmental Liability" shall mean any Liabilities arising under any Environmental Law, including any response, remedial or investigation costs, and any other expenses (including reasonable attorney and consultant fees, laboratory costs and litigation costs) required under, arising from, or necessary to attain or maintain compliance with, Environmental Laws or relating to or arising from Contamination or Hazardous Substances.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" with respect to an entity means any other entity that, together with such first entity, would be treated as a single employer under Section 414 of the Code.

"Excluded Agreements" has the meaning set forth in Section 2.5(a).

"Excluded Permits" means any U.S. Bureau of Alcohol, Tobacco, Firearms and Explosives licenses or permits.

"Exhibits" means, collectively, any Exhibits referred to in this Agreement.

"FASB 410" has the meaning set forth in Section 5.5.

"Final Order" means a judgment or Order of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the clerk of the Bankruptcy Court (or such other court) on the docket in the Bankruptcy Cases (or the docket of such other court), which has not been modified, amended, reversed, vacated or stayed (other than such modifications or amendments that are consented to by Purchaser) and as to which (A) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument or rehearing shall have expired and as to which no appeal, petition for certiorari or motion for new trial, stay, reargument or rehearing shall then be pending or (B) if an appeal, writ of certiorari, new trial, stay, reargument or rehearing thereof has been sought, such Order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have been affirmed by the highest court to which such Order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument or rehearing shall have expired, as a result of which such Proceeding or Order shall have become final in accordance with Bankruptcy Rule 8002; provided, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedures, or any analogous rule under the Bankruptcy Rules, may be filed relating to such Order and shall not cause such Order not to be a Final Order.

"GAAP" means accounting principles generally accepted in the United States of America as in effect on the Closing Date.

"Governmental Agency" means any government or political subdivision or regulatory authority, whether federal, state, local, provincial, municipal, special purpose, administrative or other governmental or quasi-governmental authority or regulatory body, or any agency, commission, bureau, taxing authority, department, authority, court, arbitration tribunal or instrumentality of any such government or political subdivision or regulatory authority, as well as any other instrumentality or entity designated to act for or on behalf of any of the foregoing.

"Hazardous Substances" shall mean any element, substance, compound, pollutant, contaminant, dangerous or potentially harmful mixture or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous substance, waste or material, whether solid, liquid or gaseous, that: (a) is subject to regulation of any kind by any Governmental Agency with regard to protection of the Environment, natural resources or human health and safety; (b) the presence or existence of which shall at any time give rise, under any theory of law or equity, to Environmental Liability; or (c) includes any asbestos or asbestos-containing materials, petroleum or petroleum-containing or petroleum-derived materials, radiation or radioactive materials, harmful biological agents, polychlorinated biphenyls or per- and polyfluoroalkyl substances.

"Imaged Document" has the meaning set forth in Section 10.16.

"Inventory" means the raw materials; work-in-process; coal in raw, clean, or partially processed states; and other inventories (including parts and components for equipment, supplies associated with mining and chemicals for water treatment) of Seller related primarily to the Real Property, Mines or the Business. For avoidance of doubt, Inventory does not include assets relating to other properties or mines of the Seller, including, without limitation assets contained in the Kimberly Run warehouse and deep mine shop located on the real property with tax parcel ID S42-013-001-03.

"Lease Assignments" has the meaning set forth in Section 4.3(c).

"Lease Bonds" means all bonds related to the Leases that are Assumed Agreements, including the bonds listed on Schedule 1.1(a).

"Leased Real Property" means the real property leased, subleased, licensed or otherwise occupied by the Seller, in each case, primarily in connection with the Business, including the real property that is described on Schedule 1.1(b).

"Leases" means the agreements or other contracts pursuant to which the Seller leases, subleases, licenses or otherwise occupies or possesses the Leased Real Property (for the avoidance of doubt, not including any agreements under which Seller has granted an interest in the Leased Real Property to any other Person).

"Legal Requirement" means any federal, state or local statute, law, code, rule, regulation, constitutions, ordinance, common law, treaty, injunction, judgment, decree, ruling, reporting or licensing requirement or other similar requirement enacted, adopted, promulgated or applied by any Governmental Agency, including but not limited to the Bankruptcy Code. For avoidance of doubt, Legal Requirements include all requirements to conduct business in the United States as established by the US Department of the Treasury, Office of Foreign Assets Control relating to, among other things, sanctioned entities and/or persons.

"Liability" or "Liabilities" means any and all liabilities, obligations, debts, duties or adverse claims of Seller of every kind and description whatsoever, whether such liabilities or obligations are known or unknown, disclosed or undisclosed, matured or unmatured, accrued, absolute, liquidated or unliquidated, direct or indirect, contingent or otherwise in respect of any and all matters or events, including those arising under Legal Requirements, or imposed by any court or arbitrator of any kind, and those arising in connection with coal or other products sold, Contracts, Leases, commitments or undertakings, and whether existing or occurring on, prior to or after the Closing.

"Liabilities Assignment and Assumption Agreement" has the meaning set forth in Section 4.3(b).

"Lien" means any mortgage, deed of trust, pledge, hypothecation, title retention agreement, voting trust agreement, equitable interest, lien, security interest, bailment (in the nature of a pledge or for purposes of security), grant of a power to confess judgment, conditional sales and title retention agreement (including any lease or license in the nature thereof), adverse claim, easement, encroachment, right of way, charge, equitable interest, restriction or other similar encumbrance on real or personal property.

"Map" has the meaning set forth in Section 8.7.

"Mines" means the mines and related facilities commonly known as the Acosta deep mine and Keyser deep mine located in Somerset County, Pennsylvania and the Casselman deep mine, located in Garrett County, Maryland.

"Mining" has the meaning set forth in the definition of Mining Law.

"Mining Financial Assurances" has the meaning set forth in Section 5.5.

"Mining Law" means all present Legal Requirements relating to the exploration, permitting, extraction, processing, storage and transportation of coal and non-coal minerals and to the reclamation or restoration of lands used for such activities (collectively referred to as "Mining"), including with respect to the prevention or mitigation of, or otherwise relating to the effects of, Mining activities, including with respect to the prevention or mitigation of, or otherwise relating to the effects of, Mining activities.

"Mining Permits" means all applicable Permits related to Mining or otherwise required by Mining Law.

"MSHA" means the United States Department of Labor, Mine Safety and Health Administration and the Legal Requirements administered thereby.

"Non-Assignable Assets" has the meaning set forth in Section 8.1(a).

"Order" means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency or other Governmental Agency or by any arbitrator.

"Ordinary Course of Business" means the ordinary course of business consistent in all material respects with the Seller's past custom and practice.

"Owned Real Property" means the real property described on Schedule 1.1(c) (and with respect to the Cambria Preparation Plant taking into account Section 8.7), together with all of Seller's right, title and interest in and to the following, as it relates to the Owned Real Property, including (i) all buildings, structures and improvements located on such real property owned by Seller; (ii) all improvements, fixtures, mine infrastructure, preparation plant structures and improvements, loadout structures and improvements, rail sidings, ties, wyes, bridges, machinery, apparatus or equipment affixed to such real property owned by Seller; (iii) all rights of way, easements, if any, in or upon such real property owned by Seller and all right-of-way and other rights and appurtenances belonging or in any way pertaining to such real property interests owned by Seller (including the right, title and interest of Seller in and to any coal and non-coal reserves and interests, mineral rights (including, but not limited to, Rare Earth Minerals, oil and gas and coalbed methane gas), underground and surface coal and mining rights, royalty rights, support rights and waivers, subsidence rights or water rights relating or appurtenant to such real property owned by Seller); (iv) all strips and gores and any land lying in the bed of any public road, highway or other access way, upon or proposed, adjoining such real property owned by Seller; (v) any leases out to third parties affecting the real property owned by Seller; and (vi) any other right, title and interest related to the Owned Real Property; in each case of the foregoing (i)-(vi), whether or not such rights or instruments creating or evidencing such rights are specifically identified on Schedule 1.1(c).

"Payables" means trade liabilities and accounts payable incurred in connection with the Business. For purposes of this Agreement, a Payable is deemed "incurred" when the corresponding performance or delivery occurs, regardless of when any purchase order or commitment was entered into and regardless of when any bill is delivered and when any payment is due.

"Permit" means all of the permits, licenses, consents, authorizations, permit applications or other approvals, in each case, related primarily to the Real Property or Mines and/or the operation thereof.

"Permit Assignment and Assumption Agreements" has the meaning set forth in Section 4.3(i).

"Permitted Liens" means: (a) Liens for Taxes that are Assumed Liabilities not yet due and payable and for which adequate reserves have been established in accordance with GAAP; (b) carrier's, warehousemen's, mechanic's, materialmen's, repairer's statutory liens in each case incurred in the Ordinary Course of Business; and (c) easements, rights of way, covenants, restrictions, and other similar Liens on real property.

"Person" means any individual, sole proprietorship, partnership, limited partnership, corporation, limited liability company, unincorporated society, association, trust, joint venture, cooperative association, Governmental Agency or other legal entity.

"Post-Closing Tax Period" means any Tax period or year, or portion thereof, that begins after the Closing Date.

"Pre-Closing Tax Period" means any Tax period or year, or portion thereof, that ends on or before the Closing Date.

"Prepaid Royalties" has the meaning set forth in Section 2.1(i).

"Proceeding" means any claim, demand, charge, complaint, action, suit, proceeding, hearing, audit, investigation, interference, opposition, reexamination, concurrent use, cancellation or other dispute resolution or proceeding, whether judicial, administrative or arbitrative, commenced, brought, conducted or heard by or before any Governmental Agency or arbitrator.

"Purchase Deposit" has the meaning set forth in the preamble hereto.

"Purchased Assets" has the meaning set forth in Section 2.1.

"Purchaser" has the meaning set forth in the preamble hereto.

"Purchaser Bonds" has the meaning set forth in Section 8.2(e).

"Purchaser Designee" has the meaning set forth in Section 4.5.

"Real Property" means the Owned Real Property and the Leased Real Property.

"Reclamation" means all activities required under any Mining Law or Environmental Law, or under any Mining Permit or Environmental Permit, to prevent, mitigate or otherwise address the effects of mining activities (including the exploration, permitting, extraction, processing, storage and transportation of coal, non-coal minerals, natural gas and coalbed methane gas), including the reclamation or restoration of lands used for such activities.

"Reclamation Performance Bonds" means all reclamation performance bonds and collateral bonds related to the Permits, including the Reclamation Performance Bonds listed on Schedule 1.1(a).

"Release" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, disposing or dumping into or through the Environment (including the abandonment or discarding of barrels, containers or other closed receptacles containing any Hazardous Substances).

"Retained Assets" has the meaning set forth in Section 2.2.

"Retained Liabilities" has the meaning set forth in Section 2.4.

"Sale Motion" has the meaning set forth in Section 4.1.

"Sale Order" means the order of the Bankruptcy Court approving the consummation of the transactions contemplated hereby outside of a Chapter 11 plan and pursuant to Sections 363 and 365 of the Bankruptcy Code, in a form acceptable to Purchaser.

"Schedules" means, collectively, the various Schedules referred to in this Agreement.

"Seller" has the meaning set forth in the preamble hereto.

"Seller Bonds" has the meaning set forth in Section 8.2(e).

"Seller Permits" has the meaning set forth in Section 2.1(e).

"Seller's Knowledge" or any other similar knowledge qualification, means the actual knowledge, after reasonable inquiry, of Kevin Harrigan, President and Chief Executive Officer of Seller.

"SMCRA" means the Surface Mining Control and Reclamation Act of 1977, as amended.

"Software" means the software set forth on Schedule 1.1(g) and any other software that is used or held for use primarily in the conduct of the Business; provided that the Software will not include any Contract.

"Subdivision" has the meaning set forth in Section 8.7(a).

"Successful Bidder" shall have the meaning set forth in the Bidding Procedures.

"Tangible Personal Property" means all tangible personal property that is (i) on Schedule 2.1(d); or (ii) used, or held for use, by the Seller primarily in the Business, including equipment, plants, materials, trucks, automobiles and other vehicles, parts, supplies, liquid fuels and chemicals.

"Tax" means (i) any tax, charge, levy, governmental fee or other like assessment or charge of any kind whatsoever, including income, gross receipts, ad valorem, premium, value-added, net worth, capital stock, capital gains, documentary, recapture, alternative or add-on minimum, disability, registration, recording, excise, real property, personal property, extraction, unmined mineral, sales, use, license, lease, service, service use, transfer, withholding, employment, unemployment, insurance, social security, business license, business organization, environmental, workers compensation, payroll, employer health, profits, severance, stamp, occupation, windfall profits, customs, duties, gift, estate, franchise, production, inventory, unclaimed property, escheat and other taxes of any kind whatsoever (including withholding on amounts paid to or by any Person), together with any interest, penalty, addition to tax or additional amount imposed by any Governmental Agency (a "Taxing Authority") responsible for the imposition of any such tax (domestic or foreign), or (ii) liability for the payment of any amounts of the type described in (i) as a result of being party to any agreement or any express or implied obligation to indemnify any other Person.

"Transfer Applications" has the meaning set forth in Section 8.2(a).

"Transfer Period" has the meaning set forth in Section 8.2(a).

"Transfer Taxes" has the meaning set forth in Section 7.2(c).

"Treatment Trusts" means any trust established prior to the commencement of the Bankruptcy Cases by, between and/or among the Seller, any Additional Seller and any Governmental Agency relating to obligations and liabilities of such Seller and any Additional Seller, including, without limitation, the Global Treatment Trust Fund dated March 22, 2022, the Clear Run Trust and the Trent and Acosta 2 Treatment Trust.

"WARN Act" means the Worker Adjustment and Retraining Notification Act of 1988, as amended, or any similar local, state or federal law.

ARTICLE II

PURCHASED ASSETS; ASSUMED LIABILITIES

2.1. Assets to be Transferred. Upon the terms and subject to the conditions of this Agreement, on the Closing Date, Seller shall unconditionally sell, transfer, assign, convey and deliver, or cause to be sold, transferred, assigned, conveyed and delivered, to Purchaser and/or to one or more Purchaser Designees, and Purchaser (and/or such Purchaser Designees) shall purchase, acquire and accept from Seller and/or its Additional Seller(s), free and clear of all Liens, claims and Encumbrances, all of Seller's and its Additional Sellers' right, title and interest in, to or under all properties, rights, claims and assets, wherever situated or located, whether real, personal or mixed, whether tangible or intangible, whether identifiable or contingent, whether owned, leased, licensed, in each case primarily used or held for use, in or primarily relating to, the Business, and whether or not reflected on the books and records of Seller, as the same shall exist on the Closing Date other than the Retained Assets (collectively, the "Purchased Assets"), including the following:

(a) the Owned Real Property;

(b) subject to Section 2.5, the Leases that are also Assumed Agreements, and any amounts prepaid thereunder, including, without limitation, any recoupable advance minimum royalties;

(c) subject to Section 2.5, the Contracts that are also Assumed Agreements;

(d) the Tangible Personal Property, including the Tangible Personal Property listed on Schedule 2.1(d), and all of Seller's rights under warranties, indemnities, licenses and all similar rights against third parties with respect to the Tangible Personal Property (to the extent such rights are assignable at no cost, expense or penalty to Seller, or at Purchaser's election if Purchaser agrees to pay for such cost, expense or penalty);

(e) the Permits held by Seller and/or its Additional Sellers, including the Permits listed on Schedule 2.1(e), (the "Seller Permits") but excluding any Excluded Permits;

(f) the Inventory;

(g) the Software;

(h) all engineering and operational data, charts, surveys, geologic information cores, maps, plans, including safety and environmental regulatory plans and support files, drawings, computer files, land and leasing records and files, permit applications, environmental compliance historical data, books, records, data, title and other reports, tax tickets, tax appraisals, documents, papers, instruments and all other materials of all kinds to the extent related to the Real Property, Mines or the Business and, in each case, regardless of the form (e.g., paper, electronic or otherwise) in which it is maintained (collectively, the "Data");

(i) prepaid royalties or similar amounts related to the Business, the Purchased Assets or Assumed Agreements ("Prepaid Royalties");

(j) all insurance proceeds in respect of any Purchased Assets or the Business (including, for the avoidance of doubt, any third party and casualty proceeds);

(k) the Cambria License; and

(l) all non-cash collateral and other non-cash security posted in connection with any obligation of Seller relating to the Business, including any non-cash collateral or other non-cash security posted in respect to any bond or other arrangement securing any such obligation, including non-cash collateral or other non-cash security posted in respect to the Reclamation Performance Bonds and the Lease Bonds; excluding however, cash that is part of Cash Collateral being used for purposes authorized by the Bankruptcy Code or Bankruptcy Court.

Subject to Sections 8.1(a) and 8.2, if after the Closing, it is discovered that any assets, properties or rights, including rights under Assumed Agreements and fractional real property interests, owned, leased or subleased by Seller and constituting Purchased Assets were not transferred to Purchaser at the Closing, then Seller and its Additional Sellers shall assign, convey, transfer, deliver, lease or sublease, as applicable, such assets, properties or rights to Purchaser, in each case upon the reasonable request of Purchaser, at no additional cost or expense to Purchaser (other than any cost or expense that Purchaser would have borne had such assets, properties or rights been transferred to Purchaser at the Closing).

2.2. Retained Assets. Notwithstanding anything in this Agreement to the contrary, the Seller shall retain all right, title and interest in, to and under the Retained Assets. Specifically, the Purchased Assets will not include, and the Purchaser will in no way be construed to have purchased or acquired (or to have the right to purchase or to acquire) any interest whatsoever in any of the Retained Assets. For all purposes of and under this Agreement, the term "Retained Assets" shall consist of all assets of the Seller that are not Purchased Assets, including each of the following assets (notwithstanding that if an asset is referenced below and also in any of clauses (a) to (j) of Section 2.1, such asset will be a Retained Asset):

(a) all cash and cash equivalents owned by Seller;

(b) other than Prepaid Royalties, all accounts, payments or notes receivable held by Seller and/or any of its Additional Sellers as of the Closing and relating to the Business (whether or not then due, and whether billed or unbilled), and any security, claim, remedy or other right related to any of the foregoing and all pre-payments in respect of the Business, whether or not the same constitutes Cash Collateral;

(c) the rights that accrue or may accrue to Seller under this Agreement and/or the Ancillary Agreements;

(d) all contracts and agreements other than the Assumed Agreements;

(e) the Excluded Permits;

(f) (i) any personnel files or records relating to the current and former employees of the Seller to the extent that the transfer of such files or records to Purchaser is prohibited by applicable law (and in such event, Purchaser and Seller will cooperate to enter into an arrangement for Purchaser or its representative to have access to such data in a manner that is compliant with applicable law) and (ii) any and all Employee Plans, and all rights in connection with, and any assets, trust agreements, insurance policies, administrative service agreements and other contracts, files and records in respect of, the Employee Plans;

(g) any bonds of Seller or its Affiliates posted with respect to any Permits or Leases as well as any interests of Seller or its Affiliates have in Treatment Trusts or Treatment Trust funds created and/or funded in connection with any obligation of Seller or its Affiliates to a Governmental Agency;

(h) all cash collateral posted in connection with any obligation of Seller relating to the Business, including any cash collateral posted in respect to any bond or other arrangement securing any such obligation, including the cash collateral posted in connection with the Reclamation Performance Bonds and the Lease Bonds and the Treatment Trusts (the "Cash Collateral");

(i) the property and assets set forth on Schedule 2.2(i), including, without limitation, any and all tax refunds, attributes, or other benefits arising under the Code and/or any other applicable laws, rules, and regulations of other taxing jurisdictions arising from or relating to the Pre-Closing Tax Period;

(j) all insurance proceeds from any insurance policy of the Seller or any applicable Additional Seller arising from or relating to any claim that predates the Closing and is a Retained Liability;

(k) any disposal area for coal refuse associated with the Cambria Preparation Plant, including any refuse disposal, slate dumps, waste piles or refuse;

(l) Avoidance Actions; and

(m) Causes of Action.

2.3. Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Purchaser shall assume the following Liabilities of the Seller (other than any Retained Liabilities), and no other Liabilities (collectively, the "Assumed Liabilities"):

(a) all Liabilities under the Assumed Agreements (other than Cure Costs) solely to the extent such Liabilities arise from facts, circumstances, events or obligations first existing and to be performed after the Closing;

(b) the Cure Costs for each Assumed Agreement up to the amount for such Assumed Agreement set forth in Schedule 2.3(b) (the amount of Cure Costs for any given Assumed Agreement up to the amount set forth on such Schedule, or as otherwise agreed upon by, among the Purchaser, the Seller and any applicable Additional Seller, and the counterparty to any Assumed Agreement, the "Assumed Cure Costs");

(c) all Reclamation obligations to the extent related to the Purchased Assets;

(d) all Liabilities in respect of the Seller Permits (other than the Excluded Permits); and

(e) all Liabilities in respect of administrative claims designated by the Purchaser and described on Schedule 2.3(e).

Purchaser shall pay, perform and otherwise discharge in accordance with their terms and when due all of the Assumed Liabilities.

2.4. Retained Liabilities. Seller shall retain all Liabilities of Seller other than the Assumed Liabilities (the Liabilities so retained by the Seller and not assumed by the Purchaser are hereinafter referred to as the "Retained Liabilities"). For all purposes of and under this Agreement, the term "Retained Liabilities" shall consist of all Liabilities of the Seller that are not Assumed Liabilities, including, without limitation, each of the following Liabilities:

(a) all Liabilities of Seller to the extent related to the Retained Assets;

(b) any Liabilities with respect to Excluded Agreements;

(c) any Liabilities with respect to Payables or accrued and unpaid expenses except as set forth in Section 2.3(a) or (b);

(d) all workers' compensation claims and occupational health claims related to the Retained Assets, including and with respect to any current and former employees of the Seller;

(e) any Liability or other obligations of the Seller or any of its or their ERISA Affiliates (or any predecessor of any of the foregoing) arising under, relating to or with respect to any Employee Plan;

(f) all Liabilities or other obligations with respect to current or former employees of the Seller (or their representatives, dependents, spouses or beneficiaries), contractors or consultants of the Seller or any of its ERISA Affiliates, including with respect to the Coal Act or FLSA or under the Pennsylvania Wage and Hour Law;

(g) all Liabilities arising under the WARN Act on or prior to Closing;

(h) all Liabilities arising under the Black Lung Act related to the Retained Assets, including with respect to any current or former employee of the Seller, and further including, but not limited to, any such Liabilities arising under the Black Lung Act with respect to any of Seller's predecessors;

(i) any Liabilities arising from or relating to any violation of applicable law, or breach of any contract or agreement (other than Assumed Cure Cost), on or prior to the Closing;

(j) all Liabilities with respect to current or former employees (or their representatives, dependent, spouses or beneficiaries) of the Seller arising under COBRA;

(k) all utility and other charges to the extent related to the period prior to the Closing;

(l) all unpaid claims and obligations from severance taxes, production taxes and other similar Liabilities;

(m) any Liabilities with respect to (i) any Taxes imposed on or with respect to the Purchased Assets that are attributable to any Pre-Closing Tax Period, (ii) any Taxes related to the Retained Assets, (iii) all Liabilities for Taxes of Seller or its stockholders or members (including any Liability of any Seller for the Taxes of any other Person under Section 1.1502-6 of the U.S. Treasury regulations (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise) or (iv) any Taxes that are not expressly assumed by Purchaser; and

(n) except for the Assumed Liabilities, any and all Liabilities, including Liabilities arising from or relating to the ownership or operation of the Real Property, Mines, the Business or the Purchased Assets on or before Closing.

2.5. Assignment and Assumption of Contracts.

(a) Schedule 2.5(a) sets forth, to the Seller's Knowledge, a list of all executory Contracts and Leases as provided by Seller (the "Available Agreements") and the related estimates of Cure Costs (which shall be used to calculate the related amounts of Assumed Cure Costs). Schedule 2.5(b) sets forth a list of all executory Contracts and Leases Purchaser seeks to have Seller "Assume" and "Assign" (the "Assumed Agreements"). Any Contracts and Leases of the Seller that are not listed on Schedule 2.5(b) and which Purchaser does not designate in writing for assumption prior to Closing shall not be considered an Assumed Agreement or Purchased Asset and shall automatically be deemed "Excluded Agreements" and, for the avoidance of doubt, Purchaser shall not be responsible for any related Cure Costs of or other Liabilities with respect to any Excluded Agreements.

(b) Notwithstanding anything in this Agreement to the contrary, Purchaser may, from time to time in its discretion, at any time prior to Closing, amend or revise, in writing, its designations of Assumed Agreements or Excluded Agreements pursuant to Section 2.5(a), provided that any such designation be made consistent with any Bidding Procedures Order.

(c) If an objection is timely filed by a non-Seller counterparty to an Assumed Agreement with respect to a Cure Notice for such Assumed Agreement, such objection shall be resolved by the Bankruptcy Court; provided that Purchaser with Seller may determine (prior to or after the resolution of such objection) that such Assumed Agreement should be rejected and not assigned, in which case the Assumed Agreement shall be deemed an Excluded Agreement, and Purchaser shall not be responsible for any Cure Costs or other Liabilities with respect thereto. For the avoidance of doubt, Purchaser shall not assume or otherwise have any Liability with respect to any Excluded Agreement.

(d) In addition to the payment of Assumed Cure Costs by Purchaser, Seller and Purchaser, as applicable, shall use commercially reasonable efforts to assign, or cause to be assigned, the Assumed Agreements to Purchaser, or to the applicable Purchaser Designee, including taking all actions required by the Bankruptcy Court to obtain an Order containing a finding that the proposed assumption and assignment of the Assumed Agreements to Purchaser satisfies all applicable requirements of Section 365 of the Bankruptcy Code. Purchaser shall use commercially reasonable efforts to comply with all of the requirements of Section 365 of the Bankruptcy Code necessary to permit such assumption and assignment.

(e) (i) Seller shall assign, or cause to be assigned, to Purchaser or the applicable Purchaser Designee (the consideration for which is included in the consideration set forth in Section 3.1) each of the Assumed Agreements that is capable of being assigned, as promptly as practicable after the Purchaser designates it as an Assumed Agreement pursuant to Section 2.5(a) and (ii) Purchaser shall pay promptly all Assumed Cure Costs (if any) in respect of such Assumed Agreements in connection with such assignment (as agreed to among Purchaser and the counterparties to such Assumed Agreements or as determined by the Bankruptcy Court) and assume and perform and discharge the Assumed Liabilities (if any) under the Assumed Agreements, pursuant to the Sale Order and, as applicable, the Lease Assignments or Contract Assignments.

2.6. Reserved.

ARTICLE III

PURCHASE AND SALE

3.1. Purchase and Sale of Purchased Assets. In full consideration for the purchase of the Purchased Assets, at the Closing, the Purchaser shall (i) pay to Seller the Cash Consideration (less any applicable Purchase Deposit, which shall be applied to the Cash Consideration at Closing) by wire transfer of immediately available funds to an account or accounts designated by Seller; and (ii) assume the Assumed Liabilities.

3.2. Allocation.

(a) The Purchaser, following consultation with the Seller, shall prepare, and provide to the Seller for its review and comment, a statement allocating the amount treated for U.S. federal income tax purposes as paid for the Purchased Assets among the Purchased Assets in accordance with Section 1060 of the Code within 60 days of the Closing Date (the "Allocation Statement"). Seller shall have the right to raise reasonable objections to such Allocation Statement within 30 days of receipt of such Allocation Statement, in which event, the Purchaser and the Seller shall negotiate in good faith to resolve their differences within 20 days of the Purchaser having received the Seller's good faith objections (any Allocation Statement agreed to by the parties, an "Agreed Allocation Statement"). If Seller and Purchaser cannot mutually agree upon such allocation, Seller and Purchaser shall be free to file their own asset allocation statement.

(b) Seller and Purchaser agree to (i) be bound by an Agreed Allocation Statement and (ii) act in accordance with any such Agreed Allocation Statement in the preparation, filing and audit of any Tax return (including filing Form 8594 with its federal income Tax return for the taxable year that includes the date of the Closing).

ARTICLE IV

CLOSING AND DELIVERABLES

4.1. Bankruptcy Court Approval. The obligation of the Seller to convey the Purchased Assets as set forth herein, and the obligation of the Purchaser to acquire the same, is contingent upon this Agreement receiving approval from the Bankruptcy Court in the Seller's Bankruptcy Case. Purchaser is aware that (a) Seller will seek approval of this Agreement by filing a motion seeking approval of such sale (the "Sale Motion"), (b) that the Sale Motion will be subject to objections and a public hearing scheduled at the convenience of the Bankruptcy Court, (c) that third parties will be permitted to bid and that this Agreement is subject to higher and/or better offers, and (d) that by entering into this Agreement, the Purchaser agrees to be a Successful Bidder and/or a Backup Bidder as may be determined pursuant to the Bid Procedures Nothing herein shall constitute of a waiver of the Seller's duty to select the highest and/or best offer for the Seller's assets.

4.2. Closing. Subject to the satisfaction of the conditions set forth in Section 4.6, the consummation of the transactions contemplated by this Agreement (the "Closing") will take place remotely via the electronic exchange of documents and signatures immediately after the execution hereof, on the date of this Agreement, or on such other date or in such other manner as the parties mutually agree in writing (such date, the "Closing Date"). Title, equitable title and risk of loss with respect to the Purchased Assets (and expressly excluding any Non-Assignable Assets, but subject to Section 8.1(a)) will be deemed transferred to or vested in the Purchaser, and the transactions contemplated by this Agreement will be deemed effective for Tax, accounting and other computational purposes, and the parties will treat the Closing as if it had occurred as of 11:59 p.m. (Eastern Time) on the Closing Date.

4.3. Deliveries by the Seller. At the Closing or thereafter as specified below, the Seller, at the Seller's sole cost, shall deliver or cause to be delivered to the Purchaser the following items:

(a) one or more bills of sale as may be required to convey the Purchased Assets hereunder (each a "Bill of Sale"), in each case prepared by Purchaser and duly executed by each applicable Seller;

(b) an Assumed Liabilities assignment and assumption agreement as may be required hereunder (the "Liabilities Assignment and Assumption Agreement"), to be prepared by Seller, in a form reasonably acceptable to Purchaser, and duly executed by each applicable Seller;

(c) one or more assignment and assumption of Leases with respect to the Leases that are also Assumed Agreements (the "Lease Assignments"), to be prepared by Purchaser and duly executed and notarized by each applicable Seller, in proper form for recording, and which in the case of federal and state leases (if any), shall also include certain transfer and assignment instruments to be executed by Seller and Purchaser as required under applicable Legal Requirements;

(d) one or more assignment and assumption agreements with respect to Contracts that are also Assumed Agreements (the "Contract Assignments"), to be prepared by Purchaser and duly executed duly executed by each applicable Seller;

(e) Deeds with respect to each parcel of Owned Real Property to be transferred hereunder, to be prepared by Purchaser and duly executed and notarized by each applicable Seller, in proper form for recording, along with any documents (including transfer tax forms) required by the applicable city, county, or state to effectuate the recording of the Deed(s);

(f) all certificates of title necessary to transfer to the Purchaser any vehicles or other Purchased Assets the ownership of which is evidenced by a certificate of title, duly executed by each applicable Seller;

(g) a certification, signed under penalties of perjury and dated not more than 30 days prior to the Closing Date, that satisfies the requirements of Treasury Regulation Section 1.1445-2(b)(2) and confirms that Seller is not a "foreign person" as defined in Section 1445 of the Code;

(h) a certified copy of the Sale Order;

(i) one or more Permit assignment and assumption agreements with respect to the Permits to be transferred hereunder (the "Permit Assignment and Assumption Agreements"), prepared by Purchaser and duly executed by each applicable Seller;

(j) one or more powers of attorney as may be necessary to achieve the purposes of this Agreement, to be prepared by Purchaser and duly executed by Seller (the "Powers of Attorney");

(k) the officer's certificate required to be delivered pursuant to Section 4.6(a)(ii) and Section 4.6(a)(iii); and

(l) any other documents, agreements, certifications that Purchaser in good faith deems necessary to effectuate the terms of this Agreement.

4.4. Deliveries by the Purchaser. At the Closing, the Purchaser, at the Purchaser's sole cost, shall deliver or cause to be delivered to the Seller the following items:

(a) the Cash Consideration (less any applicable Purchase Deposit, which shall be applied to the Cash Consideration at Closing) to an account or accounts designated by Seller;

(b) the Bill(s) of Sale, prepared by Purchaser and duly executed by the Purchaser;

(c) the Liabilities Assignment and Assumption Agreement, duly executed by the Purchaser;

(d) the Lease Assignments, prepared by Purchaser and duly executed and notarized by the Purchaser;

(e) the Contract Assignments, prepared by Purchaser and duly executed by the Purchaser;

(f) the officer's certificate required to be delivered pursuant to Section 4.6(b)(ii) and Section 4.6(b)(iii); and

(g) the Permit Assignment and Assumption Agreements, prepared by Purchaser and duly executed by the Purchaser.

4.5. Purchaser Designees. Prior to and following the Closing Date, Purchaser shall be entitled to designate, in accordance with the terms and subject to the limitations set forth in this Section 4.5, one or more Affiliates of Purchaser to (i) purchase specified Purchased Assets; (ii) assume specified Assumed Liabilities; and/or (iii) perform any other obligations of Purchaser under this Agreement and, as applicable, any other transaction agreement to which Purchaser is party (any Person that shall be properly designated by Purchaser in accordance with this clause, a "Purchaser Designee"); it being understood and agreed that no such designation shall relieve Purchaser of any of its obligations hereunder and any breach hereof by a Purchaser Designee shall be deemed a breach by Purchaser. References to Purchaser hereunder shall be construed to include any such Purchaser Designee as applicable.

4.6. Conditions to Closing.

(a) Conditions Precedent to Obligations of Purchaser. The obligation of Purchaser to consummate the transactions contemplated hereby is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived by Purchaser in whole or in part to the extent permitted by applicable law):

(i) The Seller shall have delivered, or caused to be delivered, to Purchaser all of the items set forth in Section 4.3;

(ii) the representations and warranties of the Seller contained in this Agreement shall be true and correct in all respects as of the Closing (except such representations and warranties that expressly address an earlier date, which such representations and warranties shall be true and correct as of such earlier date), except where the failure to be so true and correct has not had, and would not reasonably be expected to have, a material adverse effect, and Purchaser shall have received a certificate signed by an authorized officer of the Seller, dated the Closing Date, to the foregoing effect; and

(iii) the Seller shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by them prior to or on the Closing Date, and Purchaser shall have received a certificate signed by an authorized officer of the Seller, dated the Closing Date, to the forgoing effect.

(b) Conditions Precedent to Obligations of the Seller. The obligations of the Seller to consummate the transactions contemplated hereby are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived by the Seller in whole or in part to the extent permitted by applicable law):

(i) Purchaser shall have delivered, or caused to be delivered, to the Seller all of the items set forth in Section 4.4;

(ii) the representations and warranties of Purchaser contained in this Agreement shall be true and correct in all respects as of the Closing (except such representations and warranties that expressly address an earlier date, which such representations and warranties shall be true and correct as of such earlier date), except where the failure to be so true and correct has not had, and would not reasonably be expected to have, a material adverse effect, and the Seller shall have received a certificate signed by an authorized officer of Purchaser, dated the Closing Date, to the foregoing effect; and

(iii) Purchaser shall have performed and complied in all material respects with all obligations and agreements required in this Agreement to be performed or complied with by Purchaser prior to or on the Closing Date, and the Seller shall have received a certificate signed by an authorized officer of Purchaser on behalf of Purchaser, dated the Closing Date, to the foregoing effect.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE SELLER

Except as set forth on the Schedules hereto, each entity comprising Seller, jointly and severally, represents and warrants to Purchaser as follows:

5.1. Organization of the Seller and Authority of Seller. Each Seller is duly formed, validly existing, and in good standing under the Legal Requirements of its respective place of formation. Further, Seller is authorized, qualified or licensed to do business as a foreign corporation in each other jurisdiction where it does business or where such authorization, qualification or license is otherwise required, except where the failure to be so authorized, qualified or licensed would not be material to the Business. Seller has full power and authority to (a) own, operate and lease its properties and assets as and where currently owned, operated and leased, and (b) carry on its business as currently conducted. Subject to entry of the Sale Order, as applicable, the execution, delivery and performance of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary limited liability company or other organizational action on the part of the Seller, and this Agreement constitutes, and the Ancillary Agreements (to which it is a party) when executed, will constitute, the legal, valid and binding obligation of the Seller, enforceable in accordance with their respective terms.

5.2. Title to Purchased Assets. Except as set forth on Schedule 5.2, Seller has good and marketable title or good and transferrable title, as applicable, to all of the Purchased Assets, subject only to Permitted Liens, and upon the consummation of the transactions contemplated hereby (including the receipt of any required consents as contemplated by Section 8.1), including the transfer of the Seller Permits, the Purchaser will have acquired good and marketable title in and to, or a valid leasehold interest in, each of the Purchased Assets, free and clear of all Liens. The Purchased Assets include on the Closing Date all of the tangible assets, rights and properties used, or held for use, by the Seller in the Business, other than any Retained Asset set forth on Schedule 2.2(i). To Seller's Knowledge, the Purchased Assets constitute all the properties, assets, interests in properties and rights necessary to permit Purchaser to carry on the Business and Real Property related to the Purchaser's Assets after the Closing in the Ordinary Course of Business of the Seller prior to Closing.

5.3. Litigation. To the Seller's Knowledge, except as set forth on Schedule 5.3 and the Bankruptcy Cases (and proceedings related thereto), (a) there are no material proceedings pending or threatened in any court or by or before any Governmental Agency by or against Seller, in each case, relating to the Business or the Purchased Assets or which would prevent the performance by Seller of this Agreement or the Ancillary Agreements or any of the transactions contemplated hereby or thereby or which declare or would be reasonably expected to declare the same unlawful or cause the rescission thereof, and (b) there are no outstanding material proceedings or Orders pending or threatened in writing that will materially affect the Business or the Purchased Assets.

5.4. <u>Compliance with Laws</u>. To Seller's Knowledge, the Seller Permits are all of the material Permits held by the Seller with respect to the current operation and conduct of the Business, the Purchased Assets or the Assumed Liabilities. To Seller's Knowledge, neither the Seller nor any officer or director of any Seller is "permit blocked" on the Applicant Violator System.

5.5. <u>Environmental Matters</u>. To Seller's Knowledge, the Seller has provided Purchaser with copies of all material documents in Seller's possession or reasonable control concerning actual or potential material Environmental Liability relating to the Business, the Real Property or the Purchased Assets.

5.6. <u>Mining</u>. To Seller's Knowledge, the Seller has, in the amounts and forms required pursuant to applicable laws, obtained all performance bonds and surety bonds, or otherwise provided any financial assurance as (a) required under the applicable Permits or Mining Laws for Reclamation of land, water or other natural resources at any property included in the Purchased Assets, or (b) required pursuant to any applicable Permit or Mining Law (collectively, "<u>Mining Financial Assurances</u>"), subject to any and all pending requests, claims or demands of any Governmental Unit for additional or supplemental Mining Financial Assurances. The liability for mine closing and Reclamation obligations recorded on the December 31, 2024 balance sheet of Sellers provided to Purchaser has been properly accrued in accordance with the requirements of applicable International Financial Reporting Standards.

5.7. <u>Brokers</u>. Except as set forth on Schedule 5.7 (and the fees and expenses of each Person set forth on such Schedule or otherwise retained by or on behalf of Seller shall be paid for by Seller and shall be Retained Liabilities), no Person has acted, directly or indirectly, as a broker, finder, investment banker or financial advisor for the Seller or its equity-holders in connection with the transactions contemplated hereby, and no Person has, or immediately following the consummation of the transactions contemplated hereby will have, as a result of any arrangement by Seller or its equity-holders, any right, interest or valid claim against the Purchaser for any commission, fee or other compensation as a broker, finder or financial advisor in connection with the execution of this Agreement or the Ancillary Agreements or the transactions contemplated hereby or thereby.

5.8. <u>No Other Representations and Warranties</u>. Except for the representations and warranties contained in this Article V (including the related portions of the disclosure schedules provided by Seller), neither Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller, including any representation or warranty as to the accuracy or completeness of any information regarding the Business and the Purchased Assets furnished or made available to Purchaser and its representatives (including any information, documents or material delivered to Purchaser, management presentations or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of the Business, or any representation or warranty arising from statute or otherwise in law.

<u>ARTICLE VI</u>

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Except as set forth on the Schedules hereto, Purchaser represents and warrants to Seller as follows:

6.1. <u>Organization and Authority of Purchaser</u>. The Purchaser is a corporation duly formed, validly existing and in good standing under the Legal Requirements of the State of Pennsylvania. Further, the Purchaser is authorized, qualified or licensed to do business as a foreign corporation in each state where such authorization, qualification or license is otherwise required, except where the failure to be so authorized, qualified or licensed would not reasonably be expected to be material to the Purchaser. The Purchaser has full power and authority to (a) own, operate and lease its properties and assets as and where currently owned, operated and leased, and (b) carry on its business as currently conducted. The execution, delivery and performance of this Agreement and the Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all necessary limited liability company or other organizational action on the part of the Purchaser, and this Agreement constitutes, and the Ancillary Agreements (to which it is a party) when executed, will constitute, the legal, valid and binding obligation of the Purchaser, enforceable in accordance with their respective terms.

6.2. <u>No Conflict or Violation</u>. The execution and delivery by Purchaser of this Agreement and the Ancillary Agreements (to which it is a party), the performance of its obligations under this Agreement and the Ancillary Agreements (to which it is a party) and, after giving effect to the Sale Order and the Bidding Procedures Order, the consummation of the transactions contemplated hereby and thereby do not and shall not, in any such case, violate or conflict with, and do not and shall not result in a breach of, or require any consent under, or give rise to a right of termination, cancellation or acceleration of any obligation or loss of benefit under (a) Purchaser's organizational documents; (b) any Legal Requirement, Order or Permit applicable to Purchaser; or (c) any contract, agreement, arrangement, undertaking or license to which Purchaser is a party or by which Purchaser's assets or properties are bound, except in the case of clauses (b) and (c), as would not be material to the Purchaser.

6.3. <u>Litigation</u>. There are no material proceedings pending or, to the knowledge of the Purchaser, threatened in any court or before any Governmental Agency by or against Purchaser, in each case, which would prevent the performance by Purchaser of this Agreement or the Ancillary Agreements or any of the transactions contemplated hereby or thereby or which declare or would be reasonably expected to declare the same unlawful or cause the rescission thereof.

6.4. <u>Brokers</u>. Except as set forth on Schedule 6.4 (and the fees and expenses of each Person set forth on such Schedule shall be paid for by Purchaser), no Person has acted, directly or indirectly, as a broker, finder, investment banker or financial advisor for the Purchaser or its equity-holders in connection with the transactions contemplated hereby, and no Person has, or immediately following the consummation of the transactions contemplated hereby will have, as a result of any arrangement by Purchaser or its equity-holders, any right, interest or valid claim against Seller for any brokerage commission, fee or other compensation as a broker, finder or financial advisor in connection with the execution of this Agreement or the Ancillary Agreements or the transactions contemplated hereby or thereby.

6.5. <u>Sufficiency of Funds; Solvency</u>. Purchaser has sufficient cash on hand or other sources of immediately available funds to enable it to consummate the transactions contemplated by and perform its obligations under this Agreement and the Ancillary Agreements. Immediately after giving effect to the transactions contemplated by this Agreement and the Ancillary Agreements, Purchaser shall be solvent and shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all contingent liabilities); and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated by this Agreement and the Ancillary Agreements with the intent to hinder, delay or defraud either present or future creditors of Purchaser or Seller. In connection with the transactions contemplated hereby, Purchaser has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

6.6. Permitting. To the knowledge of the Purchaser, neither Purchaser nor any Person that, together with any Affiliates of Purchaser, owns ten percent (10%) or more of the equity interests of Purchaser has been subject to any bond forfeiture, permit suspension or revocation or similar effort or any Proceeding instituted by any Governmental Agency that would prohibit or materially adversely affect the transfer of the Seller Permits to Purchaser. To the knowledge of the Purchaser, neither Purchaser nor any Persons "owned or controlled" by Purchaser or any of their respective Affiliates is currently (a) ineligible to receive additional surface mining permits or (b) under investigation to determine whether its eligibility to receive additional surface mining permits should be revoked, i.e., "permit blocked." As used in this Section 6.6, "owned or controlled" shall be defined as set forth in 30 C.F.R. Section 773.5 (1991); and "Proceeding" shall mean any action, suit, proceeding, arbitration, investigation or audit, whether or not by any Governmental Agency.

6.7. "AS IS" Transaction. Purchaser hereby acknowledges and agrees that, except only as provided in Section 5 above, Seller makes no representations or warranties whatsoever, express or implied, with respect to any matter relating to the Purchased Assets (including, without limitation, income to be derived or expenses to be incurred in connection with the Purchased Assets, the physical condition of any tangible Purchased Assets, the environmental condition or other matter relating to the physical condition of any real property or improvements which are the subject of any lease, the zoning of any real property or improvements which are the subject of any lease, the value of the Purchased Assets (or any portion thereof), the transferability of the Purchased Assets or any portion thereof, the terms, amount, validity, collectability or enforceability of any Assumed Liabilities or Seller's Contract, the merchantability or fitness of the machinery and equipment, the inventory or any other portion of the Purchased Assets for any particular purpose, or any other matter or thing relating to the Purchased Assets or any portion thereof). Without in any way limiting the foregoing, Seller hereby disclaims any warranty (express or implied) of merchantability or fitness for any particular purpose as to any portion of the Purchased Assets. Purchaser further acknowledges that Purchaser has conducted an independent inspection and investigation, review and analysis of the physical condition of all portions of the Purchased Assets and all such other matters relating to or affecting or comprising the Purchased Assets and/or the Assumed Liabilities as Purchaser deemed necessary or appropriate and that in proceeding with the contemplated transactions, Purchaser is doing so based solely upon such independent inspections and investigations. Accordingly, Purchaser will accept the Purchased Assets at the Closing **"AS IS," "WHERE IS," and "WITH ALL FAULTS."**

6.8. No Other Representations and Warranties. Except for the representations and warranties contained in this Article VI, neither Purchaser nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Purchaser, and Purchaser disclaims any other representations or warranties, whether made by Purchaser or any of its Affiliates or any of Purchaser's or its Affiliates' respective representatives.

ARTICLE VII

TAX MATTERS

7.1. Withholding. Purchaser shall be entitled to deduct and withhold from the Cash Consideration otherwise payable pursuant to this Agreement to the Seller such amounts as Purchaser is required to deduct and withhold under applicable Legal Requirements. To the extent that amounts are so deducted and withheld, such amounts shall be treated for all purposes of this Agreement as having been paid to the Seller.

7.2. Tax Cooperation; Allocation of Taxes.

(a) Purchaser and Seller agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Business and the Purchased Assets (including access to books and records) as is reasonably necessary for the filing of all Tax returns, the making of any election relating to Taxes, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any claim, suit or proceeding relating to any Tax. Purchaser and Seller shall retain all books and records with respect to Taxes pertaining to the Purchased Assets for a period of at least six years following the Closing Date. Seller and Purchaser shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets or the Business.

(b) For purposes of determining Assumed Liabilities and Retained Liabilities under Section 2.3 and Section 2.4, (i) in the case of any ad valorem Taxes (including, for the avoidance of doubt, real or personal property Taxes) for a taxable period that begins on or before and ends after the Closing Date (a "Straddle Period"), (A) the portion of such ad valorem Taxes allocable to the Post-Closing Tax Period shall be the product of (x) the amount of such Taxes for the entirety of such Straddle Period, multiplied by (y) a fraction, the numerator of which is the number of days for such Straddle Period included in the Post-Closing Tax Period and the denominator of which is the total number of days in such Straddle Period and (B) the balance of such ad valorem Taxes shall be allocable to the Pre-Closing Tax Period, and (ii) any other Taxes imposed with respect to a Straddle Period will be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period using the interim closing of the books method.

(c) All transfer, excise, franchise, property, documentary, sales, use, stamp, registration, recording, value added and other such similar non-income Taxes and fees (including any penalties and interest) imposed on Purchaser or Seller in connection with this Agreement and the Ancillary Agreements ("Transfer Taxes") shall be paid by the Purchaser. Purchaser and the Seller will cooperate to timely make all Tax returns, reports, forms and other filings as may be required to comply with the Legal Requirements relating to such Transfer Taxes and the Seller will cooperate with Purchaser in making such filings.

(d) Seller shall cause all Taxes imposed on or with respect to the Purchased Assets for a Pre-Closing Tax Period to be timely paid, and all applicable filings, reports and returns relating to such Taxes to be filed, as provided by applicable law.

ARTICLE VIII

CERTAIN COVENANTS AND AGREEMENTS

8.1. Certain Provisions Relating to Consents.

(a) Nothing in this Agreement nor the Ancillary Agreements shall be construed as an attempt or agreement to assign any Purchased Asset, including any Assumed Agreement or other right, which, after giving effect to the provisions of Sections 363 and 365 of the Bankruptcy Code, is not assignable without the Consent of a third party or absent Consent would in any way materially (in relation to such Contract) adversely affect any rights of Purchaser with respect to such Contract, as the assignee or transferee, or constitute a violation of a Legal Requirement or a breach of such Contract (as the case may be) in the event of an assignment ("Non-Assignable Assets"), unless and until such Consent shall have been obtained and upon such Consent being obtained the relevant Purchased Asset will automatically be transferred and assigned pursuant to the Ancillary Agreement that would have effected such transfer and assignment at Closing had such Consent not been required. Each party shall, and shall cause its Affiliates to, use commercially reasonable efforts in endeavoring to obtain such Consents for such Non-Assignable Assets as promptly as practicable after Closing, including the negotiation and execution of any transfer or consent documentation required by the counterparty so long as such documentation does not create any material obligations of any party not otherwise set forth herein for a period of six months following the Closing. Following the Closing, to the extent permitted by applicable Legal Requirements and any applicable Contract, prior to the obtainment of such Consents or, in the event Consents to the assignment thereof cannot be obtained, Seller and Purchaser will cooperate in a mutually agreeable arrangement under which the Purchaser would obtain, to the extent possible, the benefits and assume the obligations thereunder in accordance with this Agreement, including sub-contracting, sub-licensing, sub-leasing or contract mining, provided that Seller and Purchaser will continue to use commercially reasonable efforts in endeavoring to obtain such Consents for a period of six months following the Closing (or for such longer period as reasonably required if related to the actions contemplated by Section 8.7). Nothing in this Agreement shall obligate or require either party or its respective Affiliates to pay any consent or approval fee or other compensation to secure any such approval or consent.

(b) This Section 8.1 shall not apply to the Permits, which are governed by Section 8.2.

8.2. Permitting.

(a) Documents; Filings. After the Closing, Purchaser (with Seller's full cooperation) shall use commercially reasonable efforts to prepare and deliver all applications (the "Transfer Applications") necessary to transfer the Seller Permits, other than the Excluded Permits to Purchaser or any Purchaser Designees. Purchaser (with Seller's full cooperation) shall prepare said Transfer Applications and submit the same to the respective Governmental Agencies' offices as soon as reasonably practicable following Closing. Seller and Purchaser shall diligently pursue obtaining the approval from all Governmental Agencies of the full transfer of the Seller Permits (other than the Excluded Permits) to Purchaser or Purchaser Designee (such period following Closing through the full transfer of the Seller Permits (other than the Excluded Permits) to Purchaser or Purchaser Designee shall herein be referred to as the "Transfer Period"), provided that in no event shall Purchaser or any Purchaser Designee be obligated to accept any material amendment to the terms of any Seller Permits or any additional conditions with respect to any Seller Permits. At Closing, Seller and Purchaser shall execute one or more Permit Assignment and Assumption Agreements in order to transfer the Seller Permits (other than Excluded Permits). Notwithstanding anything stated herein to the contrary, to the extent that transfers of certain Seller Permits to Purchaser or a Purchaser Designee are required to be approved by the applicable Governmental Agencies under the applicable Legal Requirements, then (i) at the Closing, Purchaser will obtain the benefits and assume the obligations under such Seller Permits and be permitted to operate under such Seller Permits as the designated operator, subject to all Legal Requirements, and (ii) in accordance with the foregoing, the transfers shall, to the fullest extent permitted by law, for all purposes be effective as of the Closing Date (and to the extent any such transfer is not fully effective as of the Closing Date as a result of any limitation under applicable law, such transfer will automatically be completed upon the elimination of such limitation). At Closing, each holder of a Seller Permit will grant to Purchaser a limited Power of Attorney granting Purchaser authority to execute documents in connection with the transfer of the Seller Permits. With respect to any Seller Permit that is expired, Seller will, at the request of Purchaser, use its best efforts to have any such Seller Permit reissued as promptly as possible and will permit Purchaser to coordinate the reissuance process if Purchaser so requests, in which case Seller will fully cooperate with Purchaser, including by providing access to such Seller Permit on any related e-permitting platforms.

(b) Operations on Permits During the Transfer Period. During the Transfer Period with respect to any Seller Permit, Seller shall grant Purchaser or Purchaser Designee the right to enter upon the property covered by such Seller Permit and immediately commence and continue mining and reclamation operations, under the terms and conditions of such Seller Permits and subject to all Legal Requirements, and Purchaser will obtain the benefits and assume the obligations under such Seller Permits, including, with respect to the transfer of the Mining Permits relating to the Mines. The foregoing right of entry includes the right of entry on, over and across the property covered by such Seller Permit, together with the right of ingress and egress to and from such property, as necessary to maintain and comply with the terms of the Seller Permits and to perform reclamation obligations related thereto or to achieve compliance with any applicable law or regulation. The Seller will likewise allow Purchaser to operate under its mining license for the State of Maryland to extent necessary and permissible under applicable law. Purchaser shall indemnify Seller for any action taken by it during the Transfer Period under this section and primarily related to the Business or Purchased Assets; provided that, for the avoidance of doubt, Purchaser shall not be liable for or assume any Retained Liabilities.

(c) Applicant Violator System. During the Transfer Period with respect to any Seller Permit, the Seller shall ensure that the Seller will not have been denied, or be made subject to denial of, any application for any mining license, permit or other governmental authorization by any Governmental Agency (or renewal or amendment thereof) due to application of the Applicant Violator System established pursuant to the SMCRA (or any applicable equivalent state system) (the "Applicant Violator System").

(d) Notices of Violation. In the event that either Purchaser or Seller receives a notice of any non-compliance with respect to any Seller Permit arising from events occurring during the Transfer Period, then it shall immediately give written notice of the noncompliance to other party and in any event within two (2) Business Days of receipt of such notice.

(e) Reclamation Performance Bonds and Lease Bonds. Schedule 1.1(a) sets forth a list of certain Reclamation Performance Bonds and Lease Bonds of Seller (the "Seller Bonds") and the amount of such Seller Bonds (the "Bond Amount"). As promptly as reasonably practicable after the date hereof, Purchaser shall use commercially reasonable efforts to cause substitute reclamation performance bonds and collateral bonds relating to the Seller Permits (other than Excluded Permits) and bonds relating to the Leases that are Assumed Agreements, each in the applicable Bond Amount, to be issued with Purchaser or Purchaser Designee as the principal (the "Purchaser Bonds") to replace in their entirety all Seller Bonds.

8.3. Further Assurances.

(a) As of or following the Closing Date, upon the terms and subject to the conditions set forth in this Agreement, the Bankruptcy Code and any orders of the Bankruptcy Court, each of Seller and Purchaser agrees to use their commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other party in doing, in the most expeditious manner practicable, all things necessary, proper or advisable to confirm and assure the rights and obligations provided for in this Agreement and the Ancillary Agreements and render effective the consummation of the transactions contemplated hereby and thereby, or otherwise to carry out the intent and purposes of this Agreement, including (i) the making of all necessary registrations and filings as promptly as reasonably practicable and the taking of all steps as may be necessary to obtain a Consent from a counterparty to a Contract, (ii) the obtaining of all permits, licenses, consents, authorizations, permit applications or other approvals necessary for Purchaser to take possession of the Purchased Assets and operate the Business; provided, nothing in this Agreement shall obligate or require either Seller or Purchaser to pay any consent or approval fee or other compensation to secure any such permits, licenses, consents, authorizations, permit applications or other approvals (other than customary filing and similar fees related to the transfer of the Seller Permits and the Leases with the U.S. federal government, the Commonwealth of Pennsylvania, and the State of Maryland, which, if paid by Seller, shall be promptly reimbursed by Purchaser), (iii) the defending of any proceedings challenging this Agreement or the Ancillary Agreements or the consummation of the transactions contemplated hereby or thereby, and (iv) the execution and delivery of any additional instruments necessary to consummate the transactions contemplated by, and to fully carry out the purposes of, this Agreement and the Ancillary Agreements, in each case, after giving effect to the Sale Order.

(b) The Seller and the Purchaser shall use their commercially reasonable efforts to furnish to each other all information required for any application or other filing to be made pursuant to any Legal Requirement in connection with the transactions contemplated by this Agreement, after giving effect to the Sale Order.

8.4. Correspondence. Until the 12-month anniversary of the Closing Date or, with respect to electronic communications, until 90 days after the Closing Date, Seller shall use its commercially reasonable efforts to promptly forward to Purchaser any mail (including electronic mail) that the Seller receives after the Closing Date to the extent relating to the applicable Purchased Assets or the Business. During such periods, Purchaser likewise shall use its commercially reasonable efforts to promptly forward to Seller any mail (including electronic mail for such 90 days) that the Purchaser receives after the Closing Date to the extent relating to the Retained Assets, the Retained Liabilities or the employment of Employees during the period prior to the Closing Date.

8.5. Employees.

(a) At or following the Closing, the Purchaser may make offers of employment to those Employees as the Purchaser may determine in its sole discretion. Any such offers of employment shall be on such terms and conditions as the Purchaser may determine in its sole discretion. No provision in this Section 8.5, whether express or implied, shall (i) create any third-party beneficiary or other rights in any Employee or any other current or former employee of the Seller (including any beneficiary or dependent thereof), any other participant in any Employee Plan or any other Person; (ii) create any rights to continued employment with the Seller, the Purchaser or any of their Affiliates; or (iii) constitute or be deemed to constitute an amendment to any Employee Plan or any other plan, program, policy, agreement or arrangement providing for compensation or benefits sponsored or maintained by the Seller, the Purchaser or any of their respective Affiliates. Seller will cooperate with and use their commercially reasonable efforts to assist Purchaser and its Affiliates in their efforts to secure the transition of such Employees (if any) to Purchaser. Without limiting the generality of the foregoing, the Seller will provide all relevant information in their possession necessary to the hiring and transfer of such Employees, including all relevant payroll, compensation, benefits participation and withholding tax information with respect to such Employees; provided that Purchaser will not have access to personnel records of the Seller the disclosure of which is prohibited by applicable law.

(b) Seller understands and agrees that it is Seller's sole responsibility to terminate the employment of any of Seller's employees that Seller does not wish to retain as its employee as of the Closing. Seller acknowledges that it is within Purchaser's sole discretion to offer employment or not offer employment to any of the Employees.

(c) Purchaser shall be solely responsible for, and agrees to hold harmless Seller from and against, any liability arising under the WARN Act with respect to any Employee who becomes an employee of Purchaser after the Closing Date and who is found to have suffered an "employment loss" under the WARN Act as a result of being terminated by Purchaser on or after the Closing Date.

(d) Seller shall be solely responsible for, and agrees to hold harmless the Purchaser from and against, any liability arising under the WARN Act with respect to any current or former employee, whether or not such employee becomes an employee of Purchaser, who is found to have suffered an "employment loss" under the WARN Act as a result of being terminated by Seller on or before the Closing Date.

8.6. <u>Bulk-Sales Laws</u>. The Purchaser hereby waives compliance by the Seller with the requirements and provisions of any "bulk-transfer" Legal Requirements of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to the Purchaser, to the extent applicable. Pursuant to Section 363(f) of the Bankruptcy Code, other than as provided herein or otherwise provided in the Sale Order, the transfer of the Purchased Assets shall be free and clear of any Liens, claims, and interests, including any Liens, claims, and interests arising out of any bulk transfer or similar laws, and the parties shall use their respective reasonable best efforts to so provide in the Sale Order.

8.7. <u>Subdivision of Cambria Preparation Plant</u>.[3] The right, title and interest to the Owned Real Property parcels set forth in green shading and identified as S44-010-057-00 and S44-010-012-00 on the map attached to Schedule 8.7 (the "<u>Map</u>") shall transfer by special warranty deed to Purchaser at Closing ("<u>Cambria Closing Parcels</u>"). The right, title and interest in and to the Owned Real Property parcels set forth in blue shading and identified as S44-010-010-00; S44-010-011-00; and S44-010-014-00 on the Map shall not transfer unless and until a subdivision (the "<u>Subdivision</u>") of the parcels occurs in the manner set forth on the Map (the "<u>Cambria Subdivision</u>

[3] Prior to Closing, the parties will coordinate on approach to effect the subdivision of the real property related to the Cambria Preparation Plant.

Parcels"). After the Closing, the Seller (with Purchaser's commercially reasonable cooperation) shall, at Purchaser's expense and direction, use commercially reasonable efforts to subdivide the Cambria Subdivision Parcels as promptly as practicable. Following the Closing, Purchaser and its affiliates shall have an irrevocable, royalty-free license (the "Cambria License") to use and operate on the Cambria Subdivision Parcels. The Cambria License shall run with the land and bind and inure to the benefit of Purchaser and Seller and their respective successors and assigns. Following the Subdivision, the Seller shall promptly deliver to the Purchaser a special warranty deed for the Cambria Subdivision Parcels, to be prepared by Purchaser and duly executed and notarized by each applicable Seller. For the avoidance of doubt, Purchaser shall not assume any Liabilities for any property on the Map not shaded in green or blue, including any and all adjacent surface mines or any refuse disposal, slate dumps, waste piles or refuse areas with the exception of any Permits that are not Excluded Permits.

8.8. Post-Closing Books and Records. From and after the Closing Date for a period of one (1) year, each party shall provide the other parties (and their respective agents and representatives) with access, upon reasonable notice, at reasonable times, during business hours and in a manner so as not to unreasonably interfere with their normal business, to the assets, books, records, systems and other property and any management-level employees of the other parties so as to enable Purchaser and Seller to prepare Tax, financial or court filings or reports, to respond to court orders, subpoenas or inquiries, investigations, audits or other proceedings of Governmental Agencies, to prosecute and defend legal proceedings or for other like purposes, to enable Seller to wind down Retained Assets and Retained Liabilities and to enable the Purchaser to conduct and operate the Business. During such one (1) year period, each party (and their respective agents and representatives) shall be permitted to make copies of any books and records described in this Section 8.7, subject to Section 10.2. If any party desires to dispose of any such books and records, such party shall, thirty (30) days prior to such disposal, provide the other party with a reasonable opportunity to remove or copy such records to be disposed of at the removing party's expense. Purchaser and Seller shall retain such books and records for a period of six (6) years following the Closing.

8.9. Actions Pending the Closing. Except (a) as required by applicable law or by Order of the Bankruptcy Court, (b) as otherwise expressly contemplated by this Agreement, or (c) with the prior written consent of Purchaser, during the period from the date hereof to and through the Closing Date, the Seller will: (i) use commercially reasonable efforts to carry on the Business in the Ordinary Course of Business of the Seller and use commercially reasonable efforts to maintain, preserve and protect the Purchased Assets in their current condition, ordinary wear and tear excepted, but including reasonable replacements, modifications or maintenance in the Ordinary Course of Business of the Seller and normal inventories of coal and operating materials and supplies in the Ordinary Course of Business of the Seller; (ii) maintain books, accounts and records in the Ordinary Course of Business; (iii) not materially amend, modify, terminate, waive any rights under or create any Lien (other than a Lien that will not be transferred to Purchaser at the Closing) with respect to any of the Assumed Agreements; (iv) use commercially reasonable efforts to defend and protect the Purchased Assets from infringement or deterioration; (v) comply in all material respects with applicable laws with respect to the Business or any Purchased Assets; (vi) use commercially reasonable efforts to maintain in full force and effect all Seller Permits and comply with the terms of each such Seller Permit and (vii) not enter into any agreement or commitment to take any action prohibited by this Section 8.9.

8.10. **No Successor Liability.** Pursuant to the Sale Order and in accordance with Section 363(f) of the Bankruptcy Code, upon the Closing, Purchaser shall not be deemed to: (a) be the successor of or successor employer (as described under any applicable Legal Requirement) to the Seller, including, with respect to any Employee Plans, or under the Coal Act, and any common law successor liability (b) have, de facto, or otherwise, merged with or into the Seller, (c) be a mere continuation or substantial continuation of Seller or the enterprise(s) of the Seller, or (d) other than as expressly set forth in this Agreement, be liable for any acts or omissions of Seller in the current or former conduct of the Business or arising under or related to the Purchased Assets or any other assets. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, Purchaser shall not be liable for any Liens, Encumbrances or Liabilities (other than Assumed Liabilities) against or of Seller or any of its predecessors or Affiliates or any of its or their assets (including any of the Purchased Assets), and Purchaser shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, or whether fixed or contingent, whether now existing or hereafter arising, with respect to the Business, the Purchased Assets or any Liabilities of Seller arising prior to or after the Closing Date.

ARTICLE IX
TERMINATION AND EFFECT

9.1 **Termination.** This Agreement may be terminated at any time before the Closing as follows:

(a) By Seller, by written notice to Purchaser if the Closing has not occurred as promptly as reasonably practicable following the date as set forth in the Sale Order confirming and approving the transactions contemplated hereby; provided that the right to terminate shall not be available to the Seller if its breach or failure to perform or comply with any obligations under this Agreement was the primary cause of, or primary factor that resulted in, the Closing not occurring as promptly as reasonably practicable following the date as set forth in the Sale Order confirming and approving the transactions contemplated hereby.

(b) By mutual written consent of Seller and Purchaser.

(c) Automatically, upon the occurrence of the consummation of any transaction (regardless of the form thereof) involving a sale of all or any substantial portion of the Purchased Assets by Seller to a purchaser or purchasers other than Purchaser via an Alternative Transaction.

(d) By Purchaser, if the Seller materially breaches any representation or warranty or any covenant or agreement contained in this Agreement, such breach would reasonably be expected to result in a failure of a condition set forth in Sections 4.6(a)(ii) or Section 4.6(a)(iii) and such breach has not been cured within 30 days after the giving of written notice by Purchaser to the Seller of such breach; provided that Purchaser is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

(e) By Seller, if the Purchaser materially breaches any representation or warranty or any covenant or agreement contained in this Agreement, such breach would reasonably be expected to result in a failure of a condition set forth in Sections 4.6(b)(ii) or Section 4.6(b)(iii) and such breach has not been cured within 30 days after the giving of written notice by Seller to the Purchaser of such breach or earlier if the Seller determines doing so is consistent with its fiduciary duties as a debtor-in-possession (provided that Seller has provided reasonable advance written notice to Purchaser and Purchaser has a reasonable opportunity to cure such breach); provided that Seller is not then in material breach of any representation, warranty, covenant or agreement contained in this Agreement.

9.2 Effect of Termination; Liquidated Damages.

(a) If this Agreement is terminated by Seller pursuant to Section 9.1(a) or Section 9.1(e), then notwithstanding anything to the contrary in this Agreement, Purchaser shall forfeit the Purchase Deposit as liquidated damages which, the parties agree, shall be Seller's sole and exclusive (legal or equitable) remedy against Purchaser.

(b) If this Agreement is terminated pursuant to Section 9.1(b) or Section 9.1(d), or terminated automatically pursuant to Section 9.1(c), then Seller will promptly return the Purchase Deposit to Purchaser.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 Survival. None of the representations or warranties contained in this Agreement or in any instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations or warranties shall survive the Closing. The parties agree that the covenants contained in this Agreement to be performed at or after the Closing will survive the Closing.

10.2 Confidentiality. Following the Closing, Seller agrees not to, and to cause its agents and representatives not to, use or disclose any confidential or non-public information concerning the Purchased Assets or the Business, or the business affairs of Purchaser and its Affiliates or the Assumed Liabilities ("Confidential Information") except disclosure of Confidential Information that (a) is lawfully obtained after Closing from a source that, to the knowledge of Seller, was not under an obligation of confidentiality to Purchaser with respect to such information, (b) is independently developed by Seller without violating any of its obligations under this Agreement, (c) is or becomes available to the public without any breach by Seller of the terms of this Agreement, (d) is or may be necessary to wind down any of Seller's estates, or in connection with the enforcement of the rights of, or the defense of any Proceeding against or involving, Seller provided that, in each case, the Confidential Information is afforded confidential treatment, (e) to the extent it exclusively relates to any Retained Assets and/or Retained Liabilities, or (f) is or may be necessary in connection with the Bankruptcy Cases provided that the Confidential Information is afforded confidential treatment. Notwithstanding the foregoing, Seller may disclose Confidential Information if Seller believes (after consultation with counsel) it is legally required to make such disclosure in order to comply with Legal Requirements, regulation, rule or legal, judicial or administrative process (including any rule, regulation or policy statement of (i) any self-regulatory organization of which a party is a member) or (ii) in connection with the Bankruptcy Cases. If Seller or any of its agents or representatives becomes required (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) or it becomes necessary in connection with the Bankruptcy Cases to disclose any of the Confidential Information, Seller or such agents or representatives shall use reasonable efforts to provide Purchaser with prompt notice, to the extent allowed by law, rule and regulation, of such requirement, and, to the extent reasonably practicable, cooperate with Purchaser, at the Purchaser's expense, to obtain a protective order or similar remedy to cause such information not to be disclosed, including interposing all available objections thereto, such as objections based on settlement privilege; provided, that, in the event that such protective order or other similar remedy is not obtained, Seller shall, or shall cause such agents or representatives to, furnish only that portion of such information that has been legally compelled, and shall, or shall cause its agents or representatives (as applicable) to, exercise its commercially reasonable efforts, at the Purchaser's expense, to obtain assurance that confidential treatment will be accorded such disclosed information.

10.3 Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given: (a) when delivered personally to the recipient; (b) when sent by email (with written confirmation of transmission); (c) three (3) Business Days after being sent by certified United States Mail, postage prepaid, return receipt requested; or (d) one (1) Business Day after being sent to the recipient by reputable overnight courier service (charges prepaid). Such notices, demands and other communications shall be sent to the Seller and to the Purchaser at the addresses indicated below:

If to Seller:

Corsa Coal Corp./Wilson Creek Energy, LLC
Attn: Kevin Harrigan, Chief Executive Officer
Email: kharrigan@corsacoal.com

with a copy (which shall not constitute notice) to:

Raines Feldman Littrell LLP
11 Stanwix Street, Suite 1100
Pittsburgh, PA 15222
Attn: Michael J. Roeschenthaler and
Mark A. Lindsay
Email: mroeschenthaler@raineslaw.com
mlindsay@raineslaw.com

If to Purchaser:

Rosebud Mining Company
301 Market Street, Kittanning, PA 16201
Attn: Jim Barker
Matt Mazefsky
Email: Jim.Barker@rosebudmining.com
Matt.Mazefsky@rosebudmining.com

with a copy (which shall not constitute notice) to:

Jones Day
901 Lakeside Ave.
Cleveland, Ohio 44114
Attn: Carl E. Black

Email: ceblack@jonesday.com

or to such other address as any party hereto may, from time to time, designate in writing delivered pursuant to the terms of this Section 10.3.

10.4 Waivers and Amendments. No amendment, modification or discharge of this Agreement (including any Schedule or Exhibit), and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. Neither the waiver by any party hereto of a breach or of a default under any provisions of this Agreement, nor the failure by any party on one or more occasions to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, shall be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

10.5 Fees and Expenses. Except to the extent expressly provided otherwise in this Agreement, each party will bear its own costs, fees and expenses (including attorneys', consultants', and advisors' fees and expenses) incurred in connection with this Agreement, the Ancillary Agreements and the transactions contemplated hereby and thereby.

10.6 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of its rights, interests or obligations may be assigned by any party hereto, including by operation of law, without the prior written consent of the other party; provided that Purchaser or any Purchaser Designee may assign this Agreement and/or any Ancillary Agreement without such approval to an assignee that agrees to be bound by the terms and conditions of the applicable agreement and assume all obligations of the assigning party hereunder or thereunder, as applicable and provided that no such assignment will relieve the assigning party of any of its duties under the relevant agreement.

10.7 Consent to Jurisdiction. Without limitation of any party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Proceeding; provided, however, that, if the Bankruptcy Cases have been closed pursuant to Section 350(a) of the Bankruptcy Code, each party irrevocably submits to the jurisdiction of the U.S. District Court for the Western District of Pennsylvania and the Court of Common Pleas of Allegheny County, for the purposes of any Proceeding arising out of this Agreement or any transaction contemplated hereby. Each party agrees to commence any such Proceeding either in the U.S. District Court for the Western District of Pennsylvania, or if such Proceeding may not be brought in such court for jurisdictional reasons, in the Court of Common Pleas of Allegheny County, Pennsylvania. Each party further agrees that service of any process, summons, notice or document by U.S. registered mail to such party's respective address set forth above shall be effective service of process for any Proceeding in the said courts with respect to any matters to which it has submitted to jurisdiction in this Section 10.7. Each party irrevocably and unconditionally waives any objection to the laying of venue of any Proceeding arising out of this Agreement or the transactions contemplated hereby in said courts, and hereby and thereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such Proceeding brought in any such court has been brought in an inconvenient forum.

10.8 Governing Law. Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement will be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflicts of laws.

10.9 Specific Performance. Each party's obligation under this Agreement is unique. If any party should breach its covenants under this Agreement, the parties each acknowledge that it would be extremely impracticable to measure the resulting losses; accordingly, the non-breaching party or parties, in addition to any other available rights or remedies they may have under the terms of this Agreement, shall be entitled to specific performance and/or to obtain an injunction or injunctions to prevent breaches of this Agreement, and each party expressly waives the defense that a remedy in damages will be adequate and waives any obligation that that a bond be posted.

10.10 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (i) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, and (ii) IT MAKES SUCH WAIVER VOLUNTARILY.

10.11 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability (a) of the offending term or provision in any other situation or in any other jurisdiction or (b) of any other term or provision of this Agreement.

10.12 Entire Agreement. This Agreement (including the Schedules and Exhibits hereto), the Sale Order and the Ancillary Agreements constitute the entire agreement among the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous understandings, agreements, statements, representations, documents, instruments, communications and correspondence, whether written or oral, express or implied, by or among the parties hereto and their respective Affiliates, representatives and agents with respect to the subject matter hereof and thereof. Upon Closing, the rights and obligations under the Confidentiality Agreement will terminate.

10.13 Construction. The parties and their respective counsel have participated jointly in the negotiation and drafting of this Agreement and the Ancillary Agreements. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement or the Ancillary Agreements. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived. The word "including" or any variation thereof means "including, without limitation" and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it. The word "or" is used in the inclusive sense of "and/or."

10.14 Incorporation of Exhibits and Schedules. The Exhibits and Schedules identified in this Agreement are incorporated herein by reference and made a part hereof. There may be included in the Schedules and elsewhere in this Agreement items and information that are not "material," and such inclusion shall not be deemed to be an acknowledgment or agreement that any such item or information (or any nondisclosed item or information of comparable or greater significance) is "material," or to affect the interpretation of such term for purposes of this Agreement. Matters reflected in the Schedules are not necessarily limited to matters required by this Agreement to be disclosed in the Schedules. The representations and warranties of Seller set forth in Article V are hereby qualified to the extent disclosed in the disclosure schedules provided by Seller. Such disclosure schedules shall be arranged in sections corresponding to the numbered and lettered paragraphs contained in this Agreement. Any information disclosed on one schedule hereunder shall also be considered to be disclosed on any other schedule hereunder corresponding to a representation or warranty to the extent applicability of such information is reasonably apparent on the face of such disclosure. No disclosure in the Schedules relating to a possible breach or violation of any Contract, Legal Requirement or Order shall be construed as an admission or indication that such breach or violation exists or has occurred. Any capitalized term used in the Schedules and not otherwise defined therein shall have the meaning given to such term in this Agreement. Any headings set forth in the Schedules are for convenience of reference only and shall not affect the meaning or interpretation of any of the disclosures set forth in the Schedules.

10.15 Headings. The headings contained in this Agreement are included for convenience only, and will not affect in any way the meaning or interpretation of this Agreement.

10.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The electronic transmission of any signed original counterpart of this Agreement shall be deemed to be the delivery of an original counterpart of this Agreement. The executed Agreement together with any attachments hereto may be photocopied and stored on computer tapes, disks and similar electronic storage media ("Imaged Document"). If an Imaged Document is introduced as evidence in any judicial, arbitration, mediation or administrative proceeding, it shall be considered as admissible evidence, provided that such Imaged Document bears the signatures of the parties and further provided that there is no evidence that such Imaged Document has been manipulated or otherwise altered in any way. Neither party shall object to the admissibility of the Imaged Document on the basis that such was not originated or maintained in documentary form under either the hearsay rule, the best evidence rule, or other rule of evidence.

10.17 Announcements. Except as required in the Bankruptcy Cases or as otherwise required by applicable Legal Requirement, each party shall consult with the other party before issuing any press release or otherwise making any public statement with respect to this Agreement, the transactions contemplated hereby and shall not issue any such release or make any such statement prior to such consultation.

10.18 Third Parties. Except as otherwise expressly provided for in this Agreement, nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Persons other than the parties to this Agreement and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first set forth above.

Wilson Creek Energy, LLC

By: ______________________________
Name: Kevin M. Harrigan
Title: President and CEO

Wilson Creek Holdings, Inc.

By: ______________________________
Name: Kevin M. Harrigan
Title: President and CEO

Corsa Coal Corp.

By: ______________________________
Name: Kevin M. Harrigan
Title: President and CEO

Maryland Energy Resources, LLC

By: ______________________________
Name: Kevin M. Harrigan
Title: President and CEO

Mincorp Inc.

By: ______________________________
Name: Kevin M. Harrigan
Title: President and CEO

Mincorp Acquisition Corp.

By: ______________________________
Name: Kevin M. Harrigan
Title: President and CEO

PBS Coals, Inc.

By: ______________________________
Name: Kevin M. Harrigan
Title: President and CEO

RoxCoal Inc.

By: ______________________________
Name: Kevin M. Harrigan
Title: President and CEO

Quecreek Mining, Inc.

By: ______________________________
Name: Kevin M. Harrigan
Title: President and CEO

[*Signature Page to Asset Purchase Agreement*]

Croner, Inc.

By: ______________________________
Name: Kevin M. Harrigan
Title: President and CEO

Elk Lick Energy, Inc.

By: ______________________________
Name: Kevin M. Harrigan
Title: President and CEO

Rosebud Mining Company

By: ________________________________
Name: JAMES R BARKER
Title: PRESIDENT

Schedule 1.1(a)

Lease Bonds and Reclamation Performance Bonds

1. See Annex 1.1(a) attached hereto.

Schedule 1.1A

Operation	Current Operator	Bond Type	Bond Number	Amount	Authorizing Agency
Acosta Deep Mine	Wilson Creek Energy, LLC	Subsidence Bond	N-4000068	$ 10,000.00	PA Department of Environmental Protection
Acosta Deep Mine	Wilson Creek Energy, LLC	Reclamation Bond	N-4000082	$ 386,431.00	PA Department of Environmental Protection
Acosta Deep Mine	Wilson Creek Energy, LLC	Water Supply Replacement Bond	N-4000245	$ 33,112.29	PA Department of Environmental Protection
Acosta Deep Mine	Wilson Creek Energy, LLC	Reclamation Bond	N-H000041	$ 1,780,430.32	PA Department of Environmental Protection
Acosta Deep Mine	Wilson Creek Energy, LLC	Water Supply Replacement Bond	N-H000044	$ 40,695.36	PA Department of Environmental Protection
Cambria Fuel Prep Plant	PBS Coals, Inc.	Reclamation Bond	11-71-14	$ 248,923.00	PA Department of Environmental Protection
Cambria Fuel Prep Plant	PBS Coals, Inc.	Reclamation Bond	17-13-06	$ 141,318.00	PA Department of Environmental Protection
Cambria Fuel Prep Plant	PBS Coals, Inc.	Reclamation Bond	N-4000002	$ 630,901.54	PA Department of Environmental Protection
Cambria Fuel Prep Plant	PBS Coals, Inc.	Reclamation Bond	N-4000022	$ 133,066.28	PA Department of Environmental Protection
Cambria Fuel Prep Plant	PBS Coals, Inc.	Reclamation Bond	N-4000141	$ 13,122.00	PA Department of Environmental Protection
Cambria Fuel Prep Plant	PBS Coals, Inc.	Reclamation Bond	N-4000268	$ 138,318.00	PA Department of Environmental Protection
Casselman Deep Mine	Maryland Energy Resources, LLC	Subsidence Bond	N-4000099	$ 25,000.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Subsidence Bond	N-4000100	$ 25,000.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000101	$ 33,694.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000102	$ 33,780.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000103	$ 34,678.75	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000104	$ 36,348.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000105	$ 37,599.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000106	$ 40,278.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000107	$ 41,226.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000108	$ 41,652.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Subsidence Bond	N-4000109	$ 50,000.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000110	$ 55,440.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000111	$ 51,334.75	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000112	$ 52,586.50	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000113	$ 52,633.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000114	$ 61,650.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000115	$ 61,931.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000116	$ 62,848.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Subsidence Bond	N-4000117	$ 75,000.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Subsidence Bond	N-4000118	$ 75,000.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000119	$ 78,366.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000120	$ 80,910.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000121	$ 85,987.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000122	$ 91,911.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000123	$ 97,365.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Subsidence Bond	N-4000124	$ 100,000.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Subsidence Bond	N-4000125	$ 100,000.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000126	$ 109,542.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000127	$ 113,042.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000128	$ 118,452.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000129	$ 130,708.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000130	$ 133,228.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Subsidence Bond	N-4000131	$ 150,000.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Subsidence Bond	N-4000132	$ 150,000.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Subsidence Bond	N-4000133	$ 150,000.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Subsidence Bond	N-4000134	$ 200,000.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Subsidence Bond	N-4000135	$ 275,000.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Reclamation Bond	N-4000136	$ 306,000.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Subsidence Bond	N-4000137	$ 350,000.00	Maryland - Department of Environment

Schedule 1.1A

Operation	Current Operator	Bond Type	Bond Number	Amount	Authorizing Agency
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000138	$ 350,972.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Reclamation Bond	N-4000139	$ 800,000.00	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000140	$ 44,264.10	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000147	$ 31,412.40	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000231	$ 21,604.07	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000244	$ 18,470.59	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000250	$ 28,934.10	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000256	$ 21,115.67	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000257	$ 20,765.34	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000266	$ 20,498.29	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000267	$ 22,131.64	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-4000269	$ 19,311.52	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-H000002	$ 18,422.43	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-H000020	$ 18,865.70	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Water Treatment Bond	N-H000023	$ 22,097.70	Maryland - Department of Environment
Casselman North Deep Mine	Maryland Energy Resources, LLC	Reclamation Bond	N-H000061	$ 500,000.00	Maryland - Department of Environment
Casselman North Deep Mine	Maryland Energy Resources, LLC	Reclamation Bond	N-4000185	$ 10,000.00	Maryland - Department of Environment
Keyser Deep Mine	Wilson Creek Energy, LLC	Reclamation Bond	N-H000032	$ 10,000.00	PA Department of Environmental Protection
Keyser Deep Mine	Wilson Creek Energy, LLC	Road Bond	N-4000073	$ 25,000.00	Jenner Township

Schedule 1.1(b)

Leased Real Property

1. See Annex 1.1(b) attached hereto.

Casselman Mine					
Lessor Last Name	**Lessor First Name**	**Original Lessee**	**Date of Lease**	**Advance Royalty Balance 12/31/24**	**Cure Amounts**
Leases					
Baker	Floyd (Minnie E. Baker Estate)	MER	3/22/2011		$ 22,758.78
Beiler	Lamar D. & Marcie L.	MER	12/13/2011		$ 6,200.00
Beiler	Lamar D. & Marcie L.	MER	8/7/2018		
Birkby	Alta	MER	4/27/2012		
Bittinger	Betty F. & Michael	MER	8/2/2018		
Bittinger	Kermit L & Betty F.	Joe Peles Coal Co.	12/16/2008		$ 15,363.17
Bittinger	Kermit L & Betty F.	Joe Peles Coal Co.	12/16/2008		$ 6,974.62
Bittinger	Kermit L & Betty F.	Joe Peles Coal Co.	5/28/2008		
Bittinger	Lois J.	MER	6/29/2022		
Board of Commissioners		MER	2/20/2018		
Buckel	William & Tina	MER	10/1/2012		
Buckel	William & Tina	MER			
Casselman Coal Poolee Association		Joe Peles Coal Co.	10/14/2006		$ 88,652.48
Casselman Valley Mennonite Cemetery Fund		MER	1/13/2020		
Chambers (Folk Est.)/ Ingram	Lynda/Craig	MER	10/3/2011		
Clayburn, Inc.	c/o I.XL Ltd.	MER	8/10/2020		
Collier, etal	Wayne	MER	4/2/2012		
Custer	Melvin R & Eileen M.	Joe Peles Coal Co.	5/11/2009		
Dipaula	Karen S.	Joe Peles Coal Co.	8/8/2009		
Felker	Barbara F.	Joe Peles Coal Co.	9/2/2008		
Frazee Estate	Eleanor E.	Joe Peles Coal Co.	9/2/2008		
Gunfield Coal Co.		MER	1/31/2019		
Holliday	Gary A.	Joe Peles Coal Co.	4/25/2009		
Holliday	Kenneth P. & Catherine	MER	9/25/2018		
Hurley	Patrick J.	MER	8/18/2016		
Kamp	Brian W. & Jamie R.	MER	7/29/2022	$ 400.00	
Keating	Delores	Joe Peles Coal Co.	9/2/2008		
Keefe Minerals I, LLC		MER	12/6/2012		
Lawson	Carol	PBS	11/7/2022		
Lehman	Anthony	MER			
Lowery	Craig & Anita	MER	4/12/2022		
McKenzie	Ruth L. & Angela J.	Joe Peles Coal Co.	4/20/2009		
Mockley	Katherine, Robert & Ryan	MER	5/30/2013		
Mockley/Frazee		MER	6/11/2013		
Oakley	Nancy J.	MER	10/25/2013		
Pepper	Donald J.	MER	7/21/2017		
Reese	Mark	MER	8/29/2019		$ 1,752.77
Shives	Robert	Joe Peles Coal Co.	5/4/2009		
Wiley	James F., Virginia J. & James F. Jr.	MER	6/16/2022		
Wilt	Ray J. & Beverly J.	MER	4/28/2017		
Yoder	Ezra & Mary	MER	4/12/2022	$ 6,500.00	
Yommer	Joseph	MER	12/29/2017		
				$ 6,900.00	$ 141,701.82

Together with any and all other leases, right-of-ways, easements or any other agreements controlled by Seller and necessary or convenient for the operation of the Casselman Mine including possible future expansions.

North Mine

Lessor Last Name	Lessor First Name	Original Lessee	Date of Lease	Advance Royalty Balance 12/31/24	Cure Amounts
Leases					
Ailey **Now Lapp & Reisinger**	Rose Louise	MER	2/12/2018	$ 18,000.00	
Arnold	Kenneth W. & Linda S.	MER	7/15/2013		
Booher	Ashley	MER	8/16/2018		$ 70,920.66
Brenneman	Eli & Salina	MER	6/10/2019	$ 36,000.00	$ 1,000.00
Brenneman	Marla F.	MER	3/7/2019	$ 151,000.00	$ 6,000.00
Brenneman	Mervin P. & Teresa F.	MER	3/7/2019	$ 58,500.00	$ 2,000.00
Broadwater	Ronald L.	MER	9/1/2017	$ 14,000.00	$ 147,360.94
Brown	Kristina L.	MER	1/17/2020		
Butler, AIF John Butler	Sarah R.	MER	4/26/2023		$ 852.74
Cornucopia Farm Trust		MER	1/28/2019	$ 56,700.00	$ 1,400.00
Edminston/Hawkins/Festerman/Coleman	Deanna & Murray/Cynthia & Murphy/John/Garrett	MER	9/26/2018	$ 46,200.00	$ 2,905.49
Fratz	James W. & Lena M.	MER	1/18/2018		$ 75,758.44
Hershberger	John D. & Colleen M.	MER	9/1/2017	$ 12,000.00	$ 2,000.00
Hershberger	John D., Sandra Crossland, Nancy (	MER	10/3/2017	$ 24,000.00	
Hetrick	Matthew & Michelle	MER	11/11/2021		$ 4,534.10
Keim/Keim/Hillegass/Speicher	Vaughn/Gregory/Gloria/Karolyn	MER	9/28/2014		
Kling	Ronald M & Linda S	MER	7/3/2019	$ 12,000.00	
Lapp **Now Broadwater & Altman**	Aaron	MER	3/19/2018	$ 9,000.00	
Livengood/Wilson (50%) - don't know who owns other 50%	Bradley/Julia	MER	9/20/2017	$ 12,000.00	
Mazer	Dorla	MER	4/5/2022	$ 2,400.00	$ 1,200.00
Miller	J. Mark & Sharon	MER	11/13/2018	$ 40,500.00	$ 1,000.00
Sebold	Gary, Ricky, Jeffery	MER	12/28/2017		$ 7,693.30
Stanton	Guy & Mary	MER	3/30/2024		
Windy Ridge LLC		MER	3/7/2019	$ 219,000.00	$ 8,000.00
Yoder	Albert R. & Sadie E.	MER	5/15/2019	$ 37,000.00	$ 1,000.00
Yoder	Jacob M. & Anna H.Trusttes	MER	12/3/2018	$ 40,000.00	$ 1,000.00
Yoder	Joseph M.	MER	2/8/2019	$ 38,000.00	$ 1,000.00
Yoder	Noah E. & Annie S.	MER	3/29/2019	$ 37,500.00	$ 1,000.00
Yoder	Norman Y. & Nancy P.	MER	10/10/2018	$ 40,500.00	$ 1,000.00
				$ 904,300.00	$ 337,625.67
Together with any and all other leases, right-of-ways, easements or any other agreements controlled by Seller and necessary or convenient for the operation of the North Mine including possible future expansions.					

Somerset County, Pennsylvania

Acosta

Lessor Last Name	Lessor First Name	Original Lessee	Date of Lease	Advance Royalty Balance 12/31/24	Cure Amounts
Leases					
Berwind Corp.		ICS Energy	6/2/2010	$ 246,500.00	$ 80,266.31
Byers	John J. & Arlene	Wilson Creek	2/5/2021		
Byers	John J. & Arlene G.	Wilson Creek		$ 6,000.00	$ 2,872.46
Byers	John J. & Arlene G.	Wilson Creek			
Cramer	Lewis & Mary Ann	Wilson Creek	1/18/2013		
EME Homer City Generation		Miljohn	9/13/2005		
Godin	David	Riggs Enterprises			
Godin	David	WJM Coal			
Godin	David	Alpha Land			
Godin	David	Dwight Lloyd			
Godin	David	William McIntire			
Godin	David	William McIntire			
Godin	David	Rose Haven Assoc.			
Godin	David	Debra Buchleitner			
Godin	David		2/16/2023		
Jenner Twp Sewage Agreement		Wilson Creek	7/31/2013		
Kimmel	Carey, Marsha & Jacky	Wilson Creek			
Matkoskey	Nick Lee & Annie/George	Godin Bros.	1/4/2002		
McIntire	William & Donna V.	Godin Bros.	4/13/1995	$ 7,700.00	$ 29,350.15
McIntire	William J. & Donna V.	Godin Bros.	5/13/2010		
Miljohn Capital Partners		PBS Coals	10/11/2010	$ 718,000.00	$ 4,000.00
Miljohn Capital Partners LP	c/o John Hardesty	Wilson Creek	12/10/2010		
Riggs Enterprises		Godin Bros.	10/1/1994		
Rose Haven Assoc.		Godin Bros.	5/13/2010		
Rose Haven Assoc.		Wilson Creek	1/20/2018		$ 11,944.26
Rosebud Mining		Miljohn	12/28/2010		
Walker	Ray & Anna	Wilson Creek			
WJM Coal Co.		Godin Bros.	4/13/1995		
				$ 978,200.00	$ 128,433.18

Together with any and all other leases, right-of-ways, easements or any other agreements controlled by Seller and necessary or convenient for the operation of the Acosta Mine including possible future expansions.

Somerset County, Pennsylvania					
Keyser					
Lessor Last Name	**Lessor First Name**	**Original Lessee**	**Date of Lease**	**Advance Royalty Balance 12/31/24**	**Cure Amounts**
Leases					
Godin	David	strip mine $0.50 per ton; deep mine $.10 per ton	5/20/2011		
Godin	David & Kimberly	Wilson Creek	11/14/2011	$ 624,500.00	$ 13,678.53
Knupp	Greg L. & Sharon M.	Wilson Creek			
Speigle	Samuel	Wilson Creek			
Speigle	Timothy & Donna				
Trevorrow	Emma J.	Wilson Creek			
				$ 624,500.00	$ 13,678.53
Together with any and all other leases, right-of-ways, easements or any other agreements controlled by Seller and necessary or convenient for the operation of the Keyser Mine including possible future expansions.					

				$ 2,513,900.00	$ 621,439.20

Schedule 1.1(c)

Owned Real Property

1. See Annex 1.1(c) attached hereto.

Casselman

Wilson Creek Energy
Garrett County, Maryland

Property ID	Grantor	Map Number	Desc. 1	Desc. 2	Desc. 3	Deed Book/Page
	Winner Bros. Coal Co., Inc.		105 acres coal & mining rights			1655/384

Together with any and all surface and/or mineral properties owned by Seller and necessary or convenient for the operation of the Casselman Mine including possible future expansions.

Acosta

Wilson Creek Energy

Property ID	Grantor	Map Number	Desc. 1	Desc. 2	Desc. 3	Deed Book/Page
Lincoln Township						
240000270	MILJOHN CAPITAL PARNTERS LP	M24-206-001-29	78 A ALL COAL	SHAULIS MICHAEL J TR		2242 /605
240000220	MILJOHN CAPITAL PARTNERS LP	M24-206-002-29	51 A ALL COAL	OGLINE JOSIAH TR		2242 /605
240000090	MILJOHN CAPITAL PARTNERS LP	M24-206-003-29	24.9375 A ALL COAL	BARNETT HENRY F TR		2242 /605
240000100	MILJOHN CAPITAL PARTNERS LP	M24-206-004-29	152 A ALL COAL	UHL JOHN H TR		2242 /605
240000240	MILJOHN CAPITAL PARTNERS LP	M24-206-006-29	25.25 A ALL COAL	SCHMUCKER JONATHAN J TR		2242 /605
240000150	MILJOHN CAPITAL PARNERS LP	M24-206-016-29	100.025 A ALL COAL EXCEPT PT	OF UPPER FREEPORT	TR	2242 /605
240000170	MILJOHN CAPITAL PARTNERS LP	M24-206-018-29	48.25 A ALL COAL	GRIFFITH MICHAEL A TR		2242 /605
240000310	MILJOHN CAPITAL PARTNERS LP	M24-206-019-29	19.65 A ALL COAL	THIEMER CHARLES TR		2242 /605
240000290	MILJOHN CAPITAL PARTNERS LP	M24-206-020-29	56 A ALL COAL	STERN JACOB J TR		2242 /605
240000300	MILJOHN CAPITAL PARTNERS LP	M24-206-021-29	17 A ALL COAL	STERN MOSES TR		2242 /605
240000120	MILJOHN CAPITAL PARTNERS LP	M24-206-022-29	8.5 A MIN ALL COAL	CRAMER ADELINE TR		2242 /605
240000210	MILJOHN CAPITAL PARTNERS LP	M24-206-023-29	36.575 A ALL COAL	OGLINE HIRAM TR		2242 /605
240000190	MILJOHN CAPITAL PARTNERS LP	M24-206-024-29	20 A ALL COAL	LOHR LINCOLN A TR		2242 /605
240000180	MILJOHN CAPITAL PARTNERS LP	M24-206-025-29	50.2875 A ALL COAL	LOHR AMANDA TR		2242 /605
240000110	MILJOHN CAPITAL PARTNERS LP	M24-206-026-29	62 A ALL COAL	BRANT JOHN E TR		2242 /605
240000140	MILJOHN CAPITAL PARTNERS LP	M24-206-027-29	58 A ALL COAL	CARR JOHN J TR		2242 /605
240000280	MILJOHN CAPITAL PARTNERS LP	M24-206-028-29	39.24375 A ALL COAL	SIPE PETER TR		2242 /605
240000130	MILJOHN CAPITAL PARTNERS LP	M24-206-029-29	44 A ALL COAL	CRAMER JERMIAH J TR		2242 /605
240000260	MILJOHN CAPITAL ENERGY LLC	M24-206-030-29	37 A ALL COAL	SHAULIS JOSIAH TR		2242 /605
240000250	MILJOHN CAPITAL PARTNERS LP	M24-206-031-29	79.74375 A ALL COAL	SHAFFER EDMUND R TR		2242 /605
240000160	MILJOHN CAPITAL PARTNERS LP	M24-209-002-29	45 A ALL COAL EXCEPT COAL	OVERLYING UPPER FREEPORT	EMERT ED W TR	2242 /605
240000200	MILJOHN CAPITAL PARTNERS LP	M24-209-003-29	53 A ALL COAL	OBER SARAH J TR		2242 /605
240000230	MILJOHN CAPITAL PARTNERS LP	M24-209-004-29	20 A ALL COAL	SCHMUCKER FRANKLIN W TR		2242 /605
Quemahoning Township						
350000150	MILJOHN CAPITAL PARTNERS LP	M35-208-013-29	117.3 A MIN ALL COAL EXCEPT C'	& ABOVE UPPER FREEPORT	BOWMAN SAMUEL TR	2242/605
350000160	MILJOHN CAPITAL PARTNERS LP	M35-208-015-29	172.131 A MIN ALL COAL	BOYTS JOSIAH TR		2242 /605
350000180	MILJOHN CAPITAL PARTNERS LLC	M35-208-016-29	187 A MIN ALL COAL EXCEPT PT	OF UPPER FREEPORT	45 A RES 142 A EXH	2242 /605
350000220	MILJOHN CAPITAL PARTNERS LLC	M35-209-001-29	129 A MIN 4 A EXH ALL COAL	EXCEPT C' & COAL OVERLAYING	UPPER FREEPORT	2242/605
350000200	MILJOHN CAPITAL PARTNERS LLC	M35-211-001-29	165.825 A MIN ALL COAL EXCEPT	COAL OVERLYING UPPER FREEPORT		2242/605
350000190	MILJOHN CAPITAL PARTNERS LLC	M35-211-002-29	100 A MIN ALL COAL EXCEPT PT	OF UPPER FREEPORT		2242/605
350000170	MILJOHN CAPITAL PARTNERS LLC	M35-212-001-29	70.237 A MIN ALL COAL EXCEPT	C'4 A EXH PT DICKEY MICHAEL TR		2242/605
350000210	MILJOHN CAPITAL PARTNERS LLC	M35-212-022-29	12.5 A MIN ALL COAL EXCEPT	COAL OVERLYING UPPER FREEPORT		2242/605
Jenner Township						
210061700	WILSON CREEK ENERGY LLC	S21-015-011-01	93.186 A			2704 /559
210061880	WILSON CREEK ENERGY LLC	L21-015-010-00		MCINTIRE LEASE DATED 05/13/2010		
Somerset Township						
420000450	MILJOHN CAPITAL PARTNERS LP	M42-201-001-29	64.29375 A ALL COAL	SIMPSON NELSON TR		2242 /605
420000350	MILJOHN CAPITAL PARTNERS LP	M42-204-002-29	168 A ALL COAL EXCEPT COAL	ABOVE UPPER FREEPORT SEAM	LICHTY JACOB C TR	2242 /605
420000510	MILJOHN CAPITAL PARTNERS LP	M42-204-003-29	101.0375 A ALL COAL EXCEPT	COAL ABOVE UPPER FREEPORT	WALKER VALERIA A TR	2242 /605
420000490	MILJOHN CAPITAL PARTNERS LP	M42-204-004-29	271.775 A ALL COAL	WALKER HARRY W TR		2242 /605
420000390	MILJOHN CAPITAL PARTNERS LP	M42-204-005-29	75.0 A ALL COAL	PILE FREDERICK TR		2242 /605
420000500	MILJOHN CAPITAL PARTNERS LP	M42-204-007-29	37.58125 A ALL COAL	WALKER HENRY TR		2242 /605
420000290	MILJOHN CAPITAL PARTNERS LP	M42-204-008-29	232.9375 A ALL COAL EXCEPT	FREEPORT	EMERT ED W TR	2242 /605
420000380	MILJOHN CAPITAL PARTNERS LP	M42-204-009-29	10 A ALL COAL	OBER SARAH J TR		2242 /605
420000420	MILJOHN CAPITAL PARTNERS LP	M42-204-010-29	96.46875 A ALL COAL	SCHMUCKER FRANKLIN W TR		2242 /605
420000320	MILJOHN CAPITAL PARTNERS LP	M42-204-011-29	152.85625 A ALL COAL	GOOD MICHAEL TR		2242 /605
420000480	MILJOHN CAPITAL PARTNERS LP	M42-204-012-29	84.65625 A ALL COAL	VOGEL LEONARD TR		2242 /605
420000310	MILJOHN CAPITAL PARTNERS LP	M42-204-013-29	108.84375 A ALL COAL	GOOD GABRIEL TR		2242 /605
420000300	MILJOHN CAPITAL PARTNERS LP	M42-204-014-29	100.40625 A ALL COAL EXCEPT C'	& MINERALS GILES SAMANTHA TR		2242 /605
420000240	MILJOHN CAPITAL PARTNERS LP	M42-204-016-29	191 A MIN ALL COAL EXCEPT C'	BARNHART FRANKLIN TR		2242 /605
420000440	MILJOHN CAPITAL PARTNERS LP	M42-204-017-29	80 A MIN ALL COAL EXCEPT C' &	FIRE CLAY SHAFFER JOHN W TR		2242 /605
420000270	MILJOHN CAPITAL PARTNERS LP	M42-204-021-29	25.16875 A ALL COAL EXCEPT C'	BRUBAKER GEORGE J TR		2242 /605
420000360	MILJOHN CAPITAL PARTNERS LP	M42-204-030-29	63 A ALL COAL EXCEPT C'	MILLER ABRAHAM M TR		2242 /605
420000340	MILJOHN CAPITAL PARTNERS LP	M42-204-034-29	31 A ALL COAL RESTRICTS MIN	FREEPORT	KIMMEL SOLOMON TR	2242 /605
420000280	MILJOHN CAPITAL PARTNERS LP	M42-204-035-29	plot	COLEMAN EDMUND TR		2242 /605
420000430	MILJOHN CAPITAL PARTNERS LP	M42-204-036-29	102.25 A ALL COAL EXCEPT COAL	ABOVE UPPER FREEPORT	SCHROCK CYRUS TR	2242 /605
420000470	MILJOHN CAPITAL PARTNERS LP	M42-204-037-29	130.61875 A ALL COAL	TOSPON TOSPAN AUGUST TR		2242 /605
420000330	MILJOHN CAPITAL PARTNERS LP	M42-204-038-29	276.1375 A ALL COAL	KELLER EDWARD TR		2242 /605
420000230	MILJOHN CAPITAL PARTNERS LP	M42-204-039-29	168.875 A ALL COAL EXCEPT C'	BAER JACOB TR		2242 /605
420000260	MILJOHN CAPITAL PARTNERS LP	M42-204-040-29	199.1375 A ALL COAL EXCEPT C'&	FREEPORT	BRUBAKER AUGUSTUS ET AL TR	2242 /605
420000410	MILJOHN CAPITAL PARTNERS LP	M42-204-041-29	158.26875 A ALL COAL EXCEPT C'	TR		2242 /605
420000400	MILJOHN CAPITAL PARTNERS LP	M42-204-042-29	60.3 A ALL COAL EXCEPT C'	RHODES RHOADS H J ET AL TR		2242 /605
420000460	MILJOHN CAPITAL PARTNERS LP	M42-204-043-29	191.10625 A ALL COAL EXCEPT C'	STAHL F A TR		2242 /605
420000250	MILJOHN CAPITAL PARTNERS LP	M42-204-044-29	135.04375 A ALL COAL EXCEPT C'	BARRON BARRONE SAMUEL H TR		2242 /605
420000370	MILJOHN CAPITAL PARTNERS LP	M42-204-045-29	97.00625 A ALL COAL EXCEPT C'	MILLER J WESLEY TR		2242 /605

PBS Coals, Inc.

Property ID	Grantor	Map Number	Desc. 1	Desc. 2	Desc. 3	Deed Book/Page
420022380C	POLLOCK EDWARD P/TCB	M42-204-001-29	80 A MIN 1/4 INT	T S 12448	920/10 920/13	/1083
420014670	PENN SOMERSET CORP/TCB	M42-204-024-29	50 A E & B MIN 5 A EXH	SPANGLER GEO TR	T S 12261	2279 /863
420014660	CORPORATION/TCB	M42-204-024-30	50 A B & E MIN 5 A EXH	SPANGLER GEO TR	T S 12275	2279 /860
420014620	CORPORATION/TCB	M42-204-025-29	37 A E & B MIN 14 A EXH	SMITH FRED TR	T S 12271	2279 /857
420014610	CORPORATION/TCB	M42-204-025-30	37 A C & B MIN	SMITH FRED TR	T S 12270	2279 /854
420029340	SVONAVEC INC	M42-204-026-29	114 A MIN 29 A EXH	SMITH F F TRACT	879/281	2071 /474
420029000	SVONAVEC INC	M42-204-027-29	10 A MIN 8 A EXH BARRON DORSEY	& W W TRACT 879/281		0
420056110	JOHNSON ALICE KIDD/TCB	M42-204-028-29	0.689 A LIMESTONE	& OTHER MINERALS T S 13209		2279 /891
420035910	M F LAND CO INC/TCB	M42-205-001-29	92 A B & E MIN 68 A EXH	SAYLOR GEORGE L TR	T S 12012	2279 /913
420014580	CORPORATION/TCB	M42-205-001-30	92 A C & B MIN 51 A EXH	SAYLOR GEORGE L TR	T S 12268	2279 /916
420010330	FSS COAL HOLDINGS INC	M42-205-014-29	294.5512 A MIN 294.5512 A E	ALL COAL PILE EMANUEL TR	748/351 TRACT NO 127	1728 /173
420014560	PENN SOMERSET CORP/TCB	M42-205-018-29	35 A C & B MIN	REITZ GEORGE E TR	T S 12267	2150 /759
420035930	M F LAND CO/TCB	M42-205-018-30	35 A E & B MIN 20 A EXH	REITZ GEORGE TR	T S 12014	2150 /762
420029410	SVONAVEC INC	M42-205-019-03	2 A MIN ALL COAL	WELCH E C TRACT	879/281	2071 /474
420029350	SVONAVEC INC	M42-205-019-31	5 A MIN SPANGLER ED TRACT	879/281		2071 /474
420007120	FSS COAL HOLDINGS INC	M42-207-001-00	7 A MIN	D-1 (C) PARCEL NO 4	A.F.GILBERT TRACT	1728 /173
420007140	FSS COAL HOLDINGS INC	M42-207-002-00	34 A MIN	TRACT D-1 (C)PARCEL NO 12	GEORGE KIMMEL TRACT	1728 /173
420027770	SPEICHER JANE EST/TCB	M42-207-017-29	154 A MIN	T S 12015		/1019
420028450	KIRK JEAN STEWART/TCB	M42-207-025-30	10.1562 A ALL COAL	EST 206 1976 T S 13924 TS14112		/1022
420008710	ELDORA LAND CORP/TCB	M42-207-035-30	29.95 A ALL COAL TS 12801	ROY C F EST TR		/1044
420057160	FSS COAL HOLDINGS INC	M42-207-038-00	5.204 A MIN	TRACT NO D-34 IN 1430/755		1728 /173
420057130	FSS COAL HOLDINGS INC	M42-208-001-00	101.30 A MIN	TRACTS D30 & D31 T S 13071		1728 /173
420057150	FSS COAL HOLDINGS INC	M42-208-002-00	116.40 A MIN	TS 13073		1728 /173
420057120	FSS COAL HOLDINGS INC	M42-208-003-00	28.73 A MIN			1728 /173
420013110	FSS COAL HOLDINGS INC	M42-208-004-00	33.5187 A MIN			1728 /173
420057140	FSS COAL HOLDINGS INC	M42-208-005-00	223.854 A MIN	T S 13072		1728 /173
420033380	SVONAVEC INC	M42-208-010-30	11 A ALL COAL	BITTNER SAMUEL J TR	1275/696	2071 /474
420033390	SVONAVEC INC	M42-208-011-30	27 A ALL COAL	CUPP ELI TR	1275/696	2071 /474
420033440	SVONAVEC INC	M42-208-012-30	4 A ALL COAL	GLESSNER JOSEPH J TR 2	1275/696	2071 /474
420029020	SVONAVEC INC	M42-208-013-29	14 A MIN 10 A EXH CUPP ELI	TRACT 879/281		2071 /474
420028990	SVONAVEC INC	M42-208-014-29	18 A MIN 18 A EXH BAER MARY	TRACT 879/281		2071 /474
420029040	SVONAVEC INC	M42-208-015-29	18.83 A MIN 18.83 A EXH	CUPP PHIL TRACT 879/281		2071 /474
420029170	SVONAVEC INC	M42-208-019-29	98 A MIN 98 A EXH	MILLER JOSEPH TRACT	879/281	2071 /474
420029010	SVOANVEC INC	M42-208-021-30	30 A MIN 30 A EXH	BARRON JACOB TRACT	879/281	2071 /474
420029130	SVONAVEC INC	M42-208-022-29	37 A MIN 37 A EXH KISTER WM	TRACT 879/281		2071 /474
420035800	FSS COAL HOLDINGS INC	M42-208-023-00	116 A C & B MIN	LONG LEVI TR		1728 /173
420029200	SVONAVEC INC	M42-208-023-31	3 A MIN 1 A EXH PILE GEO W	TRACT 879/281		2071 /474
420007310	FSS COAL HOLDINGS INC	M42-208-024-00	173 A MIN 173 A EXH ALL COAL	T S 13064		1728 /173
420007420	FSS COAL HOLDINGS INC	M42-208-025-00	17 A MIN 17 A EXH ALL COAL	EXCEPT ABOVE C PR		1728 /173
420057070	FSS COAL HOLDINGS INC	M42-208-025-00	17.575 A MIN			1728 /173
420007560	DENISE COAL CO INC	M42-208-025-32	16 A MIN			832 /836
420007470	FSS COAL HOLDINGS INC	M42-208-026-00	3 A MIN 3 A EXH ALL COAL	EXCEPT D	GEORGE H TRENT TRACT 78/461	1728 /173
420007540	FSS COAL HOLDINGS INC	M42-208-027-00	9 A MIN 9 A EXH	ALL EXCEPT C PR		1728 /173
420007510	FSS COAL HOLDINGS INC	M42-208-028-00	1 A MIN 1 A EXH ALL COAL			1728 /173
420007430	DENISE COAL CO INC	M42-208-029-29	156 A MIN 156 A EXH ALL COAL	EXCEPT ABOVE C PR T S 13060		832 /836
420007090	FSS COAL HOLDINGS INC	M42-208-030-00	17 A D MIN 4 A EXH	SHAVER C M TR		1728 /173
420007390	FSS COAL HOLDINGS INC	M42-208-030-00	17 A MIN 17 A EXH ALL EXCEPT D			1728 /173
420089160	SVONAVEC INC	M42-208-030-29	21.682 A ALL COAL	RESERVED 1345/283		2071 /474
420056990	FSS COAL HOLDINGS INC	M42-208-031-00	48.0 A MIN			1728 /173
420007530	FSS COAL HOLDINGS INC	M42-208-031-00	48 A MIN 48 A EXH	ALL EXCEPT D		1728 /173
420029290	SVONAVEC INC	M42-208-031-29	121 A MIN 121 A EXH	SEIBERT JOHN H TRACT	879/281	2071 /474
420007080	FSS COAL HOLDINGS INC	M42-208-032-00	64 A D MIN 51 A EXH	PLETCHER NELSON TR		1728 /173
420007260	FSS COAL HOLDINGS INC	M42-208-033-00	5 A MIN 5 A EXH ALL COAL			1728 /173
420089150	SVONAVEC INC	M42-208-034-29	87.908 A ALL COAL	RESERVED 986/504		2071 /474
420089170	SVONAVEC INC	M42-208-036-29	47.661 A ALL COAL	RESERVED 1345/278		2071 /474
420028870		M42-208-037-29	12.25 A MIN	879/281		2071 /474
420029280	SVONAVEC INC	M42-208-038-29	4 A MIN SEIBERT JOHN H TRACT	879/281		2071 /474
420029100	SVONAVEC INC	M42-208-039-29	3 A MIN FOX LAVINA TRACT	879/281		2071 /474
420029260	SVONAVEC INC	M42-208-040-29	23 A MIN SAYLOR FRANK P TRACT	879/281		2071 /474
420029230	SVONAVEC INC	M42-208-041-29	4 A MIN SAYLOR A J TRACT	879/281		2071 /474
420029310	SVONAVEC INC	M42-208-042-29	52 A MIN SHAFFER JOSEPH TRACT	879/281		2071 /474
420029300	SVONAVEC INC	M42-208-043-29	35 A MIN SHAFFER DAN TRACT	879/281		2071 /474
420029470	SVONAVEC INC	M42-208-044-29	22 A MIN 8 A EXH	ZIMMERMAN D B TRACT	879/281	2071 /474
420029050	SVONAVEC INC	M42-208-045-29	96 A MIN 10 A EXH	CUSTER JONAS TRACT 879/281		2071 /474
420029150	SVONAVEC INC	M42-208-046-29	4 A MIN MEYERS ROSS W TRACT	879/281		2071 /474
420057190	FSS COAL HOLDINGS INC	M42-208-049-00	9.7812 A MIN			1728 /173
420057180	FSS COAL HOLDINGS INC	M42-208-052-00	4.03 A MIN	TRACT NO D-37 ALL COAL		1728 /173
420033420	SVONAVEC INC	M42-208-054-30	77 A ALL COAL	FIKE JACOB M TR	1275/696	2071 /474
420033430	SVONAVEC INC	M42-208-055-30	143 A ALL COAL	GLESSNER JOSEPH J TR 1	1275/474	2071 /474
420033410	SVONAVEC INC	M42-208-056-30	101 A ALL COAL	DIETZ SAMUEL A TR	1275/696	2071 /474
420033400	SVONAVEC INC	M42-208-057-30	40 A ALL COAL	CUPP PHILIP F TR 2	1275/696	2071 /474
420029140	SVONAVEC INC	M42-208-058-29	15 A MIN 15 A EXH	MC ALLISTER D P TRACT	879/281	2071 /474
420029440	SVONAVEC INC	M42-208-059-29	27 A MIN 27 A EXH	YINKEY MARY TRACT	897/281	2071 /474

420029210	SVONAVEC INC	M42-208-060-29	25 A MIN 25 A EXH PUGH CHRS	TRACT 879/281		2071 /474
420029430	SVONAVEC INC	M42-208-061-29	41 A WOY JOHN A TRACT	1465/447		2071 /474
420007400	FSS COAL HOLDINGS INC	M42-208-062-00	7 A MIN 7 A EXH ALL COAL	GASHAW TRACT 125/220 PARCEL 2		1728 /173
420029420	SVONAVEC INC	M42-208-063-29	8 A MIN 4 A EXH	WINTERS WENDELL TRACT	879/281	2071 /474
420007450	FSS COAL HOLDINGS INC	M42-208-064-00	4 A MIN 4 A EXH	ALL EXCEPT C PR		1728 /173
420029330	SVONAVEC INC	M42-208-064-29	58 A MIN 58 A EXH	SHAVER C M TRACT	879/281	2071 /474
420029450	SVONAVEC INC	M42-208-065-29	22 A MIN 12 A EXH	ZERFOSS PETER TRACT	879/281	2071 /474
420029390	SVONAVEC INC	M42-208-066-29	26 A MIN 26 A EXH	TRENT GEORGE H TRACT	879/281	2071 /474
420029240	SVONAVEC INC	M42-208-067-29	30 A MIN SAYLOR DAN W TRACT	879/281		2071 /474
420029060	SVONAVEC INC	M42-208-068-29	110 A MIN DAVIS JOSEPH TRACT	879/281		2071 /474
420029250	SVONAVEC INC	M42-208-069-29	23 A MIN 13 A EXH	SAYLOR FRANK P TRACT	879/281	2071 /474
420029220	SVONAVEC INC	M42-208-070-29	10 A MIN PUGH MARGARET TRACT	879/281		2071 /474
420029480	SVONAVEC INC	M42-208-071-29	62 A MIN 7 A EXH	ZIMMERMAN D B TRACT	2071/474	2071 /474
420029190	SVONAVEC INC	M42-208-072-29	42 A MIN 22 A EXH	PERSHUN AUGUST TRACT	879/281	2071 /474
420029400	SVONAVEC INC	M42-208-073-29	56 A MIN 56 A EXH	TRENT SAM TRACT	879/281	2071 /474
420029160	SVONAVEC INC	M42-208-074-29	139 A MIN MILLER JOHN C TRACT	879/281		2071 /474
420029070	SVONAVEC INC	M42-208-075-29	81 A MIN 31 A EXH DEITZ SAM	TRACT 879/281		2071 /474
420029270	SVONAVEC INC	M42-208-076-29	48 A MIN SECHLAR RICHARD TRACT	879/281		2071 /474
420029180	SVONAVEC INC	M42-208-077-29	14 A MIN MILLER ROBERT P TRACT	879/281		2071 /474
420029110	SVONAVEC INC	M42-208-079-01	2 A MIN 1 A EXH	FRANKENSTEIN JACK TRACT	879/281	2071 /474
420029090	SVONAVEC INC	M42-208-079-29	33 A MIN 33 A EXH	DUGAN MARY TRACT 879/281		2071 /474
420029370	SVONAVEC INC	M42-208-080-29	13 A MIN STUTZMAN SIMON TRACT	879/281		2071 /474
420029030	SVONAVEC INC	M42-208-081-29	24 A MIN 24 A EXH CUPP PHIL	TRACT 879/281		2071 /474
420007410	FSS COAL HOLDINGS INC	M42-208-082-00	6 A MIN 6 A EXH ALL COAL			1728 /173
420056930	FSS COAL HOLDINGS INC	M42-208-083-00	2.0 A MIN			1728 /173
420089230		M42-208-085-29	2 A ALL COAL	879/281		2071 /474
420089250	SVONAVEC INC	M42-208-086-29	6 A ALL COAL 2 A EXH	FRIEDLINE J P TRACT 879/281		2071 /474
420007060	FSS COAL HOLDINGS INC	M42-209-002-00	139 A D MIN 70 A EXH	13063	2223/1023	1728 /173
420007460	FSS COAL HOLDINGS INC	M42-209-002-00	139 A MIN 139 A EXH	ALL EXCEPT D T S 13067		1728 /173
420007100	FSS COAL HOLDINGS INC	M42-209-003-00	48 A D MIN 48 A EXH	WALKER LEVI TR		1728 /173
420007380	FSS COAL HOLDINGS INC	M42-209-003-00	43 A MIN 43 A EXH ALL EXCEPT	D & 5.29 A C PR		1728 /173
420007330	FSS COAL HOLDINGS INC	M42-209-009-00	245 A D MIN 245 A EXH	245 A C MIN 245 A EXH		1728 /173
420007350	FSS COAL HOLDINGS INC	M42-209-010-00	38 A D MIN			1728 /173
420007340	FSS COAL HOLDINGS INC	M42-209-013-00	228 A D MIN 228 A EXH	228 A C MIN 135 A EXH 2227/763	T S 13065	1728 /173
420007360	FSS COAL HOLDINGS INC	M42-209-014-00	50 A D MIN	L A REITZ HAS SURFACE		1728 /173
420032390	FSS COAL HOLDINGS INC	M42-209-016-00	81.42 A MIN EXCEPT D & E	IN 3.02 A 81.42 A EXH	TRACT NO B-41 D B ZIMMERMAN	1728 /173
420032410	FSS COAL HOLDINGS INC	M42-209-017-00	33 A MIN ALL COAL 33 A EXH	ALL COAL TRACT NO B-40	NATHAN E MOSTOLLER TRACT	1728 /173
420032360	FSS COAL HOLDINGS INC	M42-209-018-00	3.74 A MIN ALL 3.74 A EXH	EPHRAIM COLEMAN TRACT	TRACT B-43	1728 /173
420007050	FSS COAL HOLDINGS INC	M42-209-021-00	163 A D MIN 163 A EXH	FRITZ WILLIAM TR T S 13062	2223/1019	1728 /173
420007480	FSS COAL HOLDINGS INC	M42-209-021-00	152 A MIN 152 A EXH ALL EXCEPT	D&E & 11A C PR TS13068 JSARVER	TR BERWIND TR 1027 THRU 1031	1728 /173
420057000	FRIEDENS PA 15541	M42-209-022-00	32 A MIN	D-24 PARCEL NO 2 OF 1430/755		1728 /173
420007500	FSS COAL HOLDINGS INC	M42-209-022-00	52 A MIN 52 A EXH ALL COAL	EXCEPT D		1728 /173
420007040	FSS COAL HOLDINGS INC	M42-209-023-00	89 A D MIN 89 A EXH	FRITZ JEROME TR T S 13061		2426 /759
420007490	FSS COAL HOLDINGS INC	M42-209-023-00	89 A MIN 89 A EXH ALL COAL	EXCEPT D & E T S 13069		1728 /173
420033370	SVONAVEC INC	M42-210-012-30	93.45 A ALL COAL	L MARTEENY TR	1275/696 PARCEL 2	2071 /474
420007160	FSS COAL HOLDINGS INC	M42-211-004-00	32 A MIN	TRACT D-1 (C)PARCEL NO 10	ANNA LINT TR	1728 /173
420007150	FSS COAL HOLDINGS INC	M42-211-005-00	34 A MIN	TRACT D-1 (C)PARCEL NO 11B	URIAS LANDIS TR	1728 /173
420007220	FSS COAL HOLDINGS INC	M42-211-006-00	96 A MIN 86 A RES 10 A EXH	D-1 (C) PARCEL NO 1	JONATHAN STAHL TR	1728 /173
420007130	FSS COAL HOLDINGS INC	M42-211-007-00	95 A MIN	&13B	JACOB HEMMINGER TRACT	1728 /173
420007170	FSS COAL HOLDINGS INC	M42-211-009-00	85 A MIN	D-1 (C)PARCEL NO 2	A C LIVENGOOD TR	1728 /173
420007180	FSS COAL HOLDINGS INC	M42-211-010-00	48 A MIN	D-1 (C)PARCEL NO 6	JAMES LIVENGOOD TR	1728 /173
420007240	FSS COAL HOLDINGS INC	M42-211-012-00	49 A MIN	D-1(C) PARCEL 11B	F C YORTY TR	1728 /173
420007190	FSS COAL HOLDINGS INC	M42-211-013-00	49 A MIN	D-1 (C) PARCEL NO 5	JOHN C MILLER TR	1728 /173
420007230	FSS COAL HOLDINGS INC	M42-211-014-00	101 A MIN	D-1 (C) PARCEL NO 7 & NO 8	JOHN WEIGLE TR	1728 /173
420007200	FSS COAL HOLDINGS INC	M42-211-051-00	45 A MIN	D-1 (C) PARCEL NO 14	WM H SHAFFER TR	1728 /173
420007270	FSS COAL HOLDINGS INC	M42-212-008-00	1 A MIN			1728 /173
420007280	FSS COAL HOLDINGS INC	M42-212-009-00	10 A MIN 10 A EXH			1728 /173
420056960	FSS COAL HOLDINGS INC	M42-213-035-00	109.0 A MIN			1728 /173
420056980	FSS COAL HOLDINGS INC	M42-213-036-00	90.217 A COAL			1728 /173
420014360	FSS COAL HOLDINGS INC	M42-214-002-00	102 A MIN	T S 13070 2227/759		1728 /173
420035780	FSS COAL HOLDINGS INC	M42-000-000-00	38 A MIN 27 A EXH			1728 /173
420089190	SVONAVEC INC	M42-000-000-00	0.3 A ALL COAL	879/281		2071 /474
420089240	SVONAVEC INC	M42-000-000-00	1 A ALL COAL	DILL W H TRACT 879/281		2071 /474
420089220	SVONAVEC INC	M42-000-000-00	1 A ALL COAL	879/281		2071 /474

420089200	SVONAVEC INC	M42-000-000-00	0.3 A ALL COAL	879/281		2071 /474
420089180	SVONAVEC INC	M42-000-000-00	0.6 A ALL COAL	879/281		2071 /474
420089210	SVONAVEC INC	M42-000-000-00	1 A ALL COAL	879/281		2071 /474
420029360	SVONAVEC INC	M42-000-000-00	2 A MIN 1 A EXH	STUMBAUGH MARGARET TRACT	879/281	2071 /474

Together with any and all surface and/or mineral properties owned by Seller and necessary or convenient for the operation of the Acosta Mine

Keyser

Wilson Creek Energy

Property ID	Grantor	Map Number	Desc. 1	Desc. 2	Desc. 3	Deed Book/Page
Conemaugh Township						
120067800	D L F LAND CO	M12-209-002-06	19 A MIN B	LINT HIRAM W TR	1056/571	2362 /623
120067790	D L F LAND CO	M12-209-003-06	81 A MIN B	RUMMEL HERMAN TR	1056/571	2362 /623
120067810	D L F LAND CO	M12-209-004-06	19 A MIN B	SNABLY ISRAEL TR	1056/571	2362 /623
120067780	D L F LAND CO	M12-209-005-06	25 A MIN B	BLOUGH WILLIAM G TR	1056/571	2362 /623
120067850	D L F LAND CO	M12-209-035-06	27.62 A B MIN	LOHR ELIZA TR	1056/571	2362 /623
120067820	D L F LAND CO	M12-209-036-06	74.23 A MIN B	1056/571	BLOUGH HIRAM TR	2362 /623
120067840	D L F LAND CO	M12-209-036-06	17.1450 A MIN B	BLOUGH HIRAM TR	1056/571	2362 /623
120067830	D L F LAND CO	M12-209-052-06	49.12 A MIN B	1056/571	HOSTETLER ISAAC TR	2362 /623
Jenner Township						
210042700	FORGAN TAMRA W	S21-009-081-01	1.840 A			2456/381
210060630	D L F LAND CO	M21-205-019-06	110.98 A MIN B	BLOUGH JOHN A TR	1056/571	2362 /623
210060590	D L F LAND CO	M21-205-020-06	175.342 A MIN B	1056/571	SHAFFER MORGAN W TR	2362 /623
210060490	D L F LAND CO	M21-205-021-06	165.262 A MIN B	BOWMAN JACOB K TR	1056/571	2362 /623
210015450	M F LAND CO INC/TCB	M21-205-025-29	160.15 A MIN ALL COAL EXCEPT C	PR E & ALL COAL ABOVE E	SHAFFER ADAM TR	2290 /135
210015500	M F LAND CO INC/TCB	M21-205-043-29	165.7 A MIN ALL COAL EXCEPT C	PR & E ALL COAL ABOVE E	SPEIGLE JOHN TR	2243 /214
210015200	M F LAND CO INC/TCB	M21-205-044-29	57 A MIN ALL COAL EXCEPT C PR	& E & ALL COAL ABOVE E	HORNER EDMUND TR	2343 /211
210060480	D L F LAND CO	M21-205-061-06	11.811 A A MIN B	GRIFFITH LYDIA TR	1056/571	2362 /623
210060580	D L F LAND CO	M21-205-062-06	5.402 A MIN B	1056/571	GRIFFITH JONATHAN N TR	2362 /623
210060540	D L F LAND CO	M21-206-001-06	110.181 A MIN B	SCHMUCKER JOS TR	1056/571	2362 /623
210060610	D L F LAND CO	M21-206-002-06	60.431 A MIN B	KEIM JOS J TR 1056/571	KEIM MAHLON TR	2362 /623
210060600	D L F LAND CO	M21-206-003-06	142.25 A MIN B		1056/571	2362 /623
210060650	D L F LAND CO	M21-206-004-06	99.606 A MIN B	1056/571	GRIFFITH WM TR	2362 /623
210060500	D L F LAND CO	M21-206-005-06	80.362 A MIN B	BLOUGH WM G TR	T S 12195 1056/571	2362 /623
210060530	D L F LAND CO	M21-206-007-06	53.187 A MIN B	SNABLEY ISRAEL TR	1056/571	2362 /623
210060510	D L F LAND CO	M21-206-008-06	8.946 A B MIN	RUMMEL HERMAN TR	1056/571 TS 12208	2362 /623
210060520	D L F LAND CO	M21-206-009-06	29.025 A MIN B	LINT HIRAM W TR	1056/571	2362 /623
210060640	D L F LAND CO	M21-206-011-06	179.731 A MIN B	WALTERS ELIZABETH TR	1056/571	2362 /623
210060570	D L F LAND CO	M21-206-012-06	67.762 A MIN B	1056/571	LAPE WILLIAM J TR	2362 /623
210060620	D L F LAND CO	M21-206-014-06	2.19 A MIN B	LOHR ELIZABETH TR	1056/571 TS 12205	2362 /623
210015600	M F LAND CO INC/TCB	M21-209-015-91	27.73 A MIN ALL COAL EXCEPT	C PR & E THOMAS JAMES TR	T S 12218	2290 /138
210060680	D L F LAND CO	M21-209-022-06	41.14 A MIN B	MULLER GEORGE C TR	1056/571	2362 /623
210060670	D L F LAND CO	M21-209-023-06	79.16 A B COAL	1056/571		2362 /623
210060660	D L F LAND CO	M21-210-003-06	130.34 A MIN B	REIMAN GEORGE TR	1056/571	2362 /623
210060550	D L F LAND CO	M21-210-004-06	69.831 A MIN B	RAY WILLIAM A TR	1056/571	2362 /623
210060560	D L F LAND CO	M21-210-005-06	96.6 A MIN B	SCHMUCKER GEO C TR	1056/571	2362 /623
210015390	D L F LAND CO	M21-210-007-06	58.3375 A B MIN	REIMAN JOSEPH TR	1056/571	2362 /623
210015360	D L F LAND CO	M21-210-007-06	15.0375 A B MIN	MILLER LEONARD B TR	1056/571	2362 /623
210015680	D L F LAND CO	M21-210-008-06	104.125 A MIN B	ZIMMERMAN HENRY N TR	1056/571	2362 /623
210014850	D L F LAND CO	M21-210-009-06	100.13 A MIN B	BAER FRANKLIN TR	1056/571	2362 /623

Together with any and all surface and/or mineral properties owned by Seller and necessary or convenient for the operation of the Keyser Mine

Other

PBS Coals Inc.

Property ID	Grantor	Map Number	Desc. 1	Desc. 2	Desc. 3	Deed Book/Page
Stoncyreek Township						
440004330	FSS COAL HOLDINGS INC/TCB	M44-208-010-29	10.05 A ALL COAL & 117.269 A	ALL COAL EXCEPT BRUSHCREEK	VEIN & 5 A D & E VEIN	2239 /1069
440004320	FSS COAL HOLDINGS INC	M44-208-011-00	64.9937 A MIN ALL COAL	WALKER J M TR 57 T S 13952		2239 /1065
440003930	FSS COAL HOLDINGS INC/TCB	M44-208-012-00	39.75 A MIN 39.75 A EXH ALL	COAL LING MARGARET 3 TR 212	T S 13946	2239 /1061
440003730	FSS COAL HOLDINGS INC	M44-208-027-00	1.2 A ALL COAL EXCEPT E &	39.48A ALL COAL EXC E & C PR	GLESSNER SOPHIA TR 63	1728 /173
440007160	FSS COAL HOLDINGS INC	M44-208-024-00	20.525 A MIN 20 A EXH ALL COAL	ISAACS P C TR T S 13956	2227/802	1728 /173
440003670	FSS COAL HOLDINGS INC	M44-208-024-00	124.612 A MIN EXCEPT D &	64.45 A MIN EXCEPT D & C PR	GLESSNER A E 2 TR 213	1728/173
440003970	FSS COAL HOLDINGS INC	M44-208-025-00	79.97 A MIN EXCEPT 5.3 A C PR	MILLER CATHERINE 3 TR 51	T S 13948	1728 /173
440004160	FSS COAL HOLDINGS INC	M44-208-026-00	60.362 A MIN 60.362 A EXH ALL	COAL PT SCOTT SARAH A TR 53	T S 13949	1728 /173

N S M Mining Inc.

StonyCreek Township

190003450	INDIAN LAKE PROPERTIES INC	M44-208-033 renumbered to M19-208-033-29	114.4 ACRES	renumbered to M19-208-033-29	177.35 A ALL COAL EXC BC	901/398
190003460	INDIAN LAKE PROPERTIES INC	M44-208-008 renumbered to M19-208-008-30	14.5 ACRES	renumbered to M19-208-008-30	15.238 A ALL COAL	901/398
190003500	INDIAN LAKE PROPERTIES INC	M44-208-030 renumbered to M19-208-030-29	145.3 ACRES	renumbered to M19-208-030-29	118.5 A ALL COAL EXCEPT BC	901/398
190003430	INDIAN LAKE PROPERTIES INC	M19-208-030-10	118.5 A BRUSH CREEK VEIN COAL	PT WALKER WM TR 2 T S 12989		901/298
190003420	INDIAN LAKE PROPERTIES INC	M19-208-033-10	71.1 A BRUSHCREEK VEIN COAL	PT LING MARGARET TR 2 TS 13862		901/398

Together with the Seller's interest in the Option and Lease Agreement to LCT Energy, LP dated October 24, 2014.

Cambria Plant

PBS Coals Inc.

Property ID	Grantor	Map Number	Desc. 1	Desc. 2	Desc. 3	Deed Book/Page
Stoneycreek Township						
440001450	44 - STONYCREEK TOWNSHIP	S44-010-010-00	121.10 A TR 1042	TRACT 4E	subdivision needed	738 /215
440001410	44 - STONYCREEK TOWNSHIP	S44-010-011-00	18 A TR 1039	TRACT 4A	subdivision needed	738 /215
440001390	44 - STONYCREEK TOWNSHIP	S44-010-012-00	2.558 A	TRACT 3		738 /215
440001430	44 - STONYCREEK TOWNSHIP	S44-010-014-00	166.63 A TR 1041	TRACT 4C	subdivision needed	738 /215
440020680	44 - STONYCREEK TOWNSHIP	S44-010-057-00	117.40 A	Railroad track		1168 /179

Together with any and all surface properties owned by Seller and necessary or convenient for the operation of the Cambria Plant.

Property ID	Grantor	Map Number	Desc. 1	Desc. 2	Desc. 3
440004320	FSS COAL HOLDINGS INC	M44-208-011-00	64.9937 A MIN ALL COAL	WALKER J M TR 57 T S 13952	
440003930	FSS COAL HOLDINGS INC/TCB	M44-208-012-00	39.75 A MIN 39.75 A EXH ALL	COAL LING MARGARET 3 TR 212	T S 13946
440004330	FSS COAL HOLDINGS INC/TCB	M44-208-010-29	10.05 A ALL COAL & 117.269 A	ALL COAL EXCEPT BRUSHCREEK	VEIN & 5 A D & E VEIN
440003730	FSS COAL HOLDINGS INC	M44-208-027-00	1.2 A ALL COAL EXCEPT E &	39.48A ALL COAL EXC E & C PR	GLESSNER SOPHIA TR 63
440007160	FSS COAL HOLDINGS INC	M44-208-024-00	20.525 A MIN 20 A EXH ALL COAL	ISAACS P C TR T S 13956	2227/802
440003970	FSS COAL HOLDINGS INC	M44-208-025-00	79.97 A MIN EXCEPT 5.3 A C PR	MILLER CATHERINE 3 TR 51	T S 13948
440004160	FSS COAL HOLDINGS INC	M44-208-026-00	60.362 A MIN 60.362 A EXH ALL	COAL PT SCOTT SARAH A TR 53	T S 13949

Desc. 4	Deed Book/Page
	2239 /1065
	2239 /1061
WALKER WM TRS 2 & 3 ALSO TRS	2239 /1069
T S 13943 2311/1074	1728 /173
	1728 /173
	1728 /173
	1728 /173

Schedule 1.1(g)

Software

[To Be Filed]

Schedule 2.1(d)

Tangible Personal Property

1. See Annex 2.1(d) attached hereto.

Schedule 2.1(d) Tangible Personal Property

Acosta Deep Mine Asset Listing

This list is meant to be inclusive and not exclusive of any and all assets located at the Acosta Deep Mine and/or used in the operation of the mine and is to include buildings, structures, installations, conveyors, power lines, water or discharge lines, roads, ditches, ponds, etc.

#	Location	Asset Class	Asset #	Description	Mfg Serial No	Manufacturer	Model - Year
1	Acosta Deep	Mantrips/Carts	M1703	Non Permissible Mantrip 72V	SCM-098	N/A	SCM-098
2	Acosta Deep	Miners	No Tag	Miner Rebuild - Scrubber Assembly	JM7108A	Joy	9A
3	Acosta Deep	Safety Equipment	No Tag	Self Rescuers (40)	Self Rescuer	Ocenco	Self Rescuer
4	Acosta Deep	Scoops	S242	Scoop	28031943	Various	28031943
5	Acosta Deep	Scoops	S205	Scoop	4882571	DBT	488
6	Acosta Deep	Scoops	S204	Scoop	488-2564	OBT	488
7	Acosta Deep	Safety Equipment	No Tag	Self Rescuers (48)	Self Rescuer	Self Rescuer	Self Rescuer
8	Acosta Deep	Power Box/Distrib Center	S601	Dual Switch House Rebuild	AC2005-163	AC Power Tech	7200V
9	Acosta Deep	Miners	No Tag	Miner-Scrubber Assembly	JM5163B	Joy	14CM-10AA
10	Acosta Deep	Substat/Trnsfr mr/Pwr Line	No Tag	Transformer	N/A	N/A	N/A
11	Acosta Deep	Mantrips/Carts	No Tag	96V	ACM-031	Johnson	96V
12	Acosta Deep	Mantrips/Carts	M306	Mantrip	ACM-023	Johnson	96V AC 12 person
13	Acosta Deep	Safety Equipment	No Tag	Personal Dust Monitors (2)	Various	Various	PDM 3700
14	Acosta Deep	Mantrips/Carts	M339	#5 Mantrip	ACM041	N/A	96V Non- Permissible
15	Acosta Deep	Mantrips/Carts	M340	#6 Mantrip	SCM042	Johnson	96V Non- Permissible
16	Acosta Deep	Substat/Trnsfr mr/Pwr Line	No Tag	Electrical Substation and Installation Extras not incl in orig bid	N/A	GE	N/A
17	Acosta Deep	Forklifts	W503	2004 Sky Trak 10054 RCH Forklift	016008418	SkyTrak	N/A
18	Acosta Deep	Mine Fans	M705/R1106	Mine Fan	4192	Paul's	6'200HP,7200 V
19	Acosta Deep	Power Box/Distrib Center	P119	500 KVA Load/Power Center	AC2017-712	AC Power Tech	AC2017-712
20	Acosta Deep	Safety Equipment	No Tag	Self Rescuers	SCSR	Ocenco	EBA 6.5
21	Acosta Deep	Safety Equipment	Safety	60 SCSRs	SCSR	N/A	EBA6.5
22	Acosta Deep	Safety Equipment	No Tag	Self Rescuers (60)	Various	Ocenco	EBA 6.5
23	Acosta Deep	Safety Equipment	No Tag	Sentinel Mine Mesh Handset w/ charger combo (30 handsets)	Mine Mesh Handset	IWT	Mine Mesh Handset
24	Acosta Deep	Mine Fans	No Tag	Mine Fan 84"	4294-84	Howden Buf.	D9S-400 480V
25	Acosta Deep	Safety Equipment	Safety Equipment	2 PDMs	37023033195,37 023033197	Various	PDM3700 120V
26	Acosta Deep	Power Box/Distrib Center	P103	300 KVA Load Center	AC2018-745	AC Power Tech	7.2kV-480V
27	Acosta Deep	Safety Equipment	No Tag	SCSR's (60)	SCSR	Ocenco	EBA6.5
28	Acosta Deep	Loaders	L252	Loader	0KTG01951	CAT	930M
29	Acosta Deep	Safety Equipment	No Tag	Locators, chargers, and tester for Proximity Detection	Prox	Matrix	Prox
30	Acosta Deep	Coal Feeders	F211	Coal Feeder	12295	Stamler	BF-17
31	Acosta Deep	Safety Equipment	No Tag	SCSR's (70)	SCSR	Ocenco	EBA 6.5
32	Acosta Deep	Safety Equipment	No Tag	80 SCSR's	SCSR	SCSR	SCSR
33	Acosta Deep	Miners	No Tag	Miner-Cutter Drums	JM5163B	Joy	14CM-10AA
34	Acosta Deep	Structure/Belt	No Tag	(3) 48" 600 PIW Conveyor Belting (1000 ft)	N/A	PIW	48"
35	Acosta Deep	Structure/Belt	No Tag	Wind Screen	N/A	N/A	Screen
36	Acosta Deep	Substat/Trnsfr mr/Pwr Line	No Tag	Sub-Station	1408-9	Various	7200/480V
37	Acosta Deep	Safety Equipment	No Tag	Locators, chargers and tester for proximity System	N/A	Various	MX3-IZ
38	Acosta Deep	Power Box/Distrib Center	P100	2000 KVA Power Center (Conversion from 1500 KVA)	AC2017-695 (oldAC2011-410	AC Power Tech	2000PC794- 5858
39	Acosta Deep	Power Box/Distrib Center	P101	Power Center	2008-292	AC Power Tech	2000 KVA
40	Acosta Deep	Belt Drives	B501	Belt Drive 42"	1293D	N/A	42Bw Single 150HP
41	Acosta Deep	Safety Equipment	No Tag	Personal Dust Monitors (4)	37017072478,47 9,481,482	Various	PDM 3700
42	Acosta Deep	Roof Bolters	B203	Roof Bolter	95307	Fletcher	13BCW-RRII
43	Acosta Deep	Roof Bolters	B218	Roof Bolter	2008-118	Fletcher	2008 RRII
44	Acosta Deep	Scoops	S221	Recondition Scoop	488-2795	N/A	488L
45	Acosta Deep	Power Box/Distrib Center	P111	Upgrade 1500KVA to 2000KVA Power Center	AC2018-739	AC Power Tech	2000 KVA
46	Acosta Deep	Structure/Belt	No Tag	Low Belt Structure 36" (1000 ft), 36" low tail, 36" dolly	N/A	N/A	36"
47	Acosta Deep	Structure/Belt	No Tag	1000' 36" Low Belt Structure, 1 36" Dolly, 1 36" Low Tail w/roller	N/A	N/A	36"
48	Acosta Deep	Safety Equipment	No Tag	Personal Dust Monitors w/ 5 yr Protection Plan (5)	37017032407 see add'l des	Various	PDM 3700
49	Acosta Deep	Safety Equipment	R511	Refuge Chamber	N/A	Strata	2018 M1020- 3.0T
50	Acosta Deep	Belt Drives	No Tag	Surplus 48" Bw Alignment Free Drive Assembly	CORSACOAL124 3D	Mepco	48"
51	Acosta Deep	Miners	No Tag	Miner-Tail Assembly	JM5163B	Joy	14CM-10AA
52	Acosta Deep	Safety Equipment	R514	Refuge Chamber	2018 Comp 454152-01-18	Strata	2018
53	Acosta Deep	Safety Equipment	R507	Refuge Chamber	454657-01-18	Strata	454657-01-18
54	Acosta Deep	Safety Equipment	R506	Refuge Chamber-30 Man	454657-03-18	Strata	2018-M2630- 3.0
55	Acosta Deep	Safety Equipment	R505	Refuge Chamber-30 Man	454657-04-18	Strata	2018-M2630- 3.0
56	Acosta Deep	Miners	No Tag	Miner-Tram Assembly	JM5163B	Joy	14CM-10AA
57	Acosta Deep	Safety Equipment	R515	Refuge Chamber	452210-03-18	Strata	2018 M2630- 3.0T
58	Acosta Deep	Mantrips/Carts	M344	PA Supersteer Mantrip	PASS063	N/A	D70
59	Acosta Deep	Haulage	B420	Continuous Haulage System Bridge	441661	CAT	441661
60	Acosta Deep	Haulage	B417	Continuous Haulage System Bridge	441658	DBT/CAT	441658
61	Acosta Deep	Haulage	B418	Continuous Haulage System Bridge	441659	DBT/CAT	441659
62	Acosta Deep	Loaders	M2401	2000 CAT 980G	2KR03534	CAT	2000 980G
63	Acosta Deep	Safety Equipment	No Tag	Self Rescuers (200) From Quecreek	Self Rescuer	Ocenco	Self Rescuer
64	Acosta Deep	Safety Equipment	No Tag	Self Rescuers (200)	Self Rescuer	Ocenco EBA 6.5	Self Rescuer
65	Acosta Deep	Scoops	S212	Scoop Rebuild	339-412	N/A	S280
66	Acosta Deep	Miners	No Tag	Miner Rebuild - Tram Assembly	JM7108A	Joy	9A
67	Acosta Deep	Scoops	S220	Scoop Tractor Rebuild	2794	Bucyrus	488

Schedule 2.1(d) Tangible Personal Property

Acosta Deep Mine Asset Listing

This list is meant to be inclusive and not exclusive of any and all assets located at the Acosta Deep Mine and/or used in the operation of the mine and is to include buildings, structures, installations, conveyors, power lines, water or discharge lines, roads, ditches, ponds, etc.

#	Location	Asset Class	Asset #	Description	Mfg Serial No	Manufacturer	Model - Year
68	**Acosta Deep**	Scoops	S223	Scoop Tractor	488-2799	Bucyrus	488XL
69	**Acosta Deep**	Scoops	S216	Scoop Rebuild	488-2756	Bucyrus	488
70	**Acosta Deep**	Scoops	S219	Scoop	488-2797	Bucyrus	488
71	**Acosta Deep**	Haulage	B423	Continuous Haulage Bridge	FHY44-1700	CAT	FHY44-1700
72	**Acosta Deep**	Haulage	B422	Continuous Haulage Bridge	FHY1699	CAT	PBC-30CL
73	**Acosta Deep**	Haulage	B431	Piggyback Bridge Conveyor	44-1674	Piggyback Bridge Conveyor	Piggyback Bridge Conveyor
74	**Acosta Deep**	Haulage	No Tag	CAT	FHY01706	CAT	FHY01706
75	**Acosta Deep**	Haulage	No Tag	CAT	FHY01708	CAT	FHY01708
76	**Acosta Deep**	Haulage	H101	Continuous Haulage System Bridge	FHY01705	CAT	FH330
77	**Acosta Deep**	Scoops	No Tag	Scoop Rebuild	488-2795	Bucyrus	488-2795
78	**Acosta Deep**	Haulage	B432	Piggyback Bridge Conveyor	44-1675	Piggyback Bridge Conveyor	Piggyback Bridge Conveyo
79	**Acosta Deep**	Miners	No Tag	Miner-Conveyor Pan Assembly	JM5163B	Joy	14CM-10AA
80	**Acosta Deep**	Haulage	M418	Continuous Haulage System MBC	531378	CAT	531378
81	**Acosta Deep**	Haulage	M417	Continuous Haulage System MBC	531377	DBT/CAT	531377
82	**Acosta Deep**	Miners	M1005	Miner Rebuild - Conveyor Pan Assembly	JM7108A	Joy	9A
83	**Acosta Deep**	Substat/Trnsfr mr/Pwr Line	Substation	Electrical Substation and Installation	N/A	GE	N/A
84	**Acosta Deep**	Roof Bolters	B225	Roof Bolter Rebuild	2017329	Fletcher	RRII-13
85	**Acosta Deep**	Roof Bolters	B235	Roof Bolter Rebuild	2016321	Fletcher	RRII-13-2G- 3715A-1
86	**Acosta Deep**	Safety Equipment	No Tag	IWT Sentinel Wireless Communication Tracking System	Tracking System	IWT	Tracking System
87	**Acosta Deep**	Haulage	M413	Continuous Haulage MBC#1	53-1406	MBC	53-1406
88	**Acosta Deep**	Roof Bolters	B212	Roof Bolter Rebuild	2016326 (old 2004136)	Fletcher	RRII-13-BC-F
89	**Acosta Deep**	Scoops	S240	Scoop	S280D-1076	Simmons	S280D
90	**Acosta Deep**	Roof Bolters	B201	Roof Bolter Rebuild	2016327 (old 99025)	Fletcher	RRII-13-B-C-F
91	**Acosta Deep**	Roof Bolters	B237	Roof Bolter	2019-24	N/A	N/A
92	**Acosta Deep**	Land/Land Imp	Water Line	Install 6" /waterline/booster pump station	N/A	N/A	N/A
93	**Acosta Deep**	Loaders	L251	Wheel Loader	KRS03177	CAT	980M 2017
94	**Acosta Deep**	Haulage	No Tag	Continuous Haulage System MBC	FHZ01418	CAT	FH330
95	**Acosta Deep**	Haulage	M426	Continuous Haulage System MBC	FHZ01419	CAT	FH330
96	**Acosta Deep**	Haulage	No Tag	CAT	FHZ01420	CAT	FH330
97	**Acosta Deep**	Miners	No Tag	Miner-Cutterhead Gearcase	JM5163B	Joy	14CM-10AA
98	**Acosta Deep**	Miners	No Tag	Miner Rebuild - Cutter Boom Assembly	JM7108A	Joy	9A
99	**Acosta Deep**	Structure/Belt	Screen and Raw Coal Syst	Screen and Raw Coal System	N/A	N/A	Screen
100	**Acosta Deep**	Miners	No Tag	Miner Rebuild - Main Frame	JM7108A	Joy	9A
101	**Acosta Deep**	Miners	M1002	Continuous Miner-Main Frame	JM5163B	Joy	14CM10- 11AAX

Schedule 2.1(d) Tangible Personal Property

Casselman Deep Mine Asset Listing

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#	Location	Asset Class	Asset #	Description	Mfg Serial No	Manufacturer	Model - Year
236	Casselman	Mantrips/Carts	M1705	Non Permissible Mantrip #2 72V	5CM099	Johnson	N/A
237	Casselman	Power Box/Distrib Center	M2008	150HP Dual Starter Box, 500 KVA Power Center	120312-3611-1,	N/A	N/A
238	Casselman	Mantrips/Carts	M1710	Non Permissible mantrip 3 72V	JI216CSCM115	Johnson	N/A
239	Casselman	Shuttle Cars	No Tag	21SC 643A OFF/STD "S" Model Shuttle Car # 4 - Tram Motors	12-1-6158	Shuttle Car	S Model
240	Casselman	Substat/Trnsfr mr/Pwr Line	M1106	Substation	N/A	N/A	N/A
241	Casselman	Mantrips/Carts	M309	Stinger Permissible Mantrip	ACXP007	Johnson	96V
242	Casselman	Structure/Belt	M2111	1,038' of 48" Belting	N/A	Structure/Belt	N/A
243	Casselman	Structure/Belt	M2110	1,044' of 48" Belting	N/A	Structure/Belt	N/A
244	Casselman	Structure/Belt	M2107	1,055' of 48" Belting	N/A	Structure/Belt	N/A
245	Casselman	Belt Drives	M2012	48" BW 20/40 hydraulic Takeup & power pack (sn# WILCRK1182TU)	WILCRK1182TU	Belt Drives	N/A
246	Casselman	Scoops	M2304	Scoop Tractor #8 Diesel Scoop	11648068	N/A	N/A
247	Casselman	Structure/Belt	M2112	Belting - GMS # 130937	N/A	Structure/Belt	N/A
248	Casselman	Structure/Belt	M2113	Belting - GMS # 131438	N/A	Structure/Belt	N/A
249	Casselman	Loaders	No Tag	2009 Komatsu WA 500-6 Wheel Loader #3 - Final drives	A092648	N/A	N/A
250	Casselman	Loaders	No Tag	2009 Komatsu WA 500-6 Wheel Loader #3 -Transmission	A092648	N/A	N/A
251	Casselman	Structure/Belt	M2201	1,000' of 48" Belt Structure	N/A	Structure/Belt	N/A
252	Casselman	Structure/Belt	M2010	42" Belt Structure (#2 Butt) (Pioneer Conveyorinv#7348)	N/A	Structure/Belt	N/A
253	Casselman	Structure/Belt	No Tag	Belt Structure (#2 Butt) (Pioneer Conveyer invoice #7261)	N/A	Structure/Belt	N/A
254	Casselman	Belt Drives	M2004	Belt Drive 480v	N/A	Belt Drives	N/A
255	Casselman	Power Box/Distrib Center	M1112	1200 KVAR 12470V Underground Capacitor Bank	15UTM30331,30328,30329,	N/A	N/A
256	Casselman	Shuttle Cars	No Tag	10/21K 64 Shuttle Car - Tram Motors	14-11-7150	Shuttle Car	10-21K 64
257	Casselman	Shuttle Cars	No Tag	10/21K 64 Shuttle Car - Wheel Units	14-11-7150	Shuttle Car	10-21K 64
258	Casselman	Shuttle Cars	No Tag	10/21K 64 Shuttle Car - Wheel Units	14-11-7151	Shuttle Car	10-21K 64
259	Casselman	Mantrips/Carts	M2639	MAC-XP-AC Permissible Transporter, 15hpVFD	N/A	Johnson	N/A
260	Casselman	Scoops	No Tag	Fairchild Model 35C-LV-AC Scoop # 1 - SpeedReducer	T335-123	FairChild	35C-LV-AC
261	Casselman	Loaders	L241	Loader	A31241	Komatsu	WA450
262	Casselman	Scoops	No Tag	Caterpillar SU488D Scoop - Speed Reducer	LA304211	Caterpillar	SU488D
263	Casselman	Scoops	No Tag	Fairchild Model 35-C WHLPR-AC Scoop - Speed Reducer #2 scoop	T339-629	Fairchild	35-C WHLPR- AC
264	Casselman	Loaders	M2601	John Deere 328D Skid Loader	IT0328DKTB019 995	John Deere	328D
265	Casselman	Structure/Belt	M2104	1,000" Pioneer Locking Rail Structure	N/A	Structure/Belt	N/A
266	Casselman	Loaders	L238	Int. Tool Carrier	8CR00452	CAT	1997 IT28G
267	Casselman	Scoops	No Tag	Fairchild Model 35C-LV-AC Scoop # 3 - SpeedReducer	T335-121	Fairchild	35C-LV-AC
268	Casselman	Scoops	No Tag	Caterpillar Scoop Model SU488 DN (sn# LA304203)-Transmission	LA304203	Caterpillar	SU488D
269	Casselman	Misc Equip	M2640	Portable Belt Heater (for the radial stacker)	N/A	Misc Equip	N/A
270	Casselman	Haulage	B427	Continuous Haulage Bridge System	44-1660	CAT	N/A
271	Casselman	Power Box/Distrib Center	M2636	500 KVA Power Center	N/A	N/A	N/A
272	Casselman	Misc Equip	G925	Fusion Machine	C156607	Misc Equip	412
273	Casselman	Scoops	S246	Scoop	488-4059	Bucyrus	488D
274	Casselman	Structure/Belt	M2121	2000 Belt 3 ply, 3/16x1/16x42	N/A	Structure/Belt	N/A
275	Casselman	Scoops	No Tag	Fairchild Model 35C-LV-AC Scoop # 1 - Axles	T335-123	FairChild	35C-LV-AC
276	Casselman	SafetyEquipment	Safety	60 SCSR's	N/A	Ocenco	N/A
277	Casselman	Structure/Belt	No Tag	42" Belting (#2 Butt) (GMS inv #136673,136818, 136675, 136670)	N/A	Structure/Belt	N/A
278	Casselman	Coal Feeders	M2604	Highland Feeder/Breaker CM56 # 1 - Coal Chain and Reducer	11-7-5948	Highland	CM56
279	Casselman	Scoops	No Tag	Fairchild Model 35-C WHLPR-AC Scoop - Axles #2 scoop	T339-629	Fairchild	35-C WHLPR- AC
280	Casselman	Scoops	No Tag	Caterpillar SU488D Scoop - Axles	LA304211	Caterpillar	SU488D
281	Casselman	Scoops	No Tag	Fairchild Model 35C-LV-AC Scoop # 3 - Axles	T335-121	Fairchild	35C-LV-AC
282	Casselman	Misc Equip	M2602	48" x 100' Radial Stacker	N/A	Misc Equip	N/A
283	Casselman	SafetyEquipment	M2626	Self Rescuers - Lee supply # 13835 & 13899	N/A	N/A	N/A
284	Casselman	SafetyEquipment	No Tag	SCSR's (60)	N/A	Ocenco	EBA 6.5
285	Casselman	Coal Feeders	M2622	Highland Feeder/Breaker CM56 # 2 - Coal Chain and Reducer	12-6-6206	Highland	N/A
286	Casselman	Miners	No Tag	Miner-Scrubber Assembly	JM5620A	Joy	14CM-9A
287	Casselman	Misc Equip	M2613	Rebuilt Detroit Generator	N/A	Misc Equip	N/A
288	Casselman	Roof Bolters	No Tag	Fletcher Roof Bolter Model RRII-13-C-F # 2 - Drilling Stations - boom	95060	Fletcher	N/A
289	Casselman	Structure/Belt	M2013	1,994' 48" 3-ply 600 3/16x1/16 MSHA Belt	N/A	Structure/Belt	N/A
290	Casselman	SafetyEquipment	No Tag	SCSRs (60)	N/A	Ocenco	EBA 6.5
291	Casselman	Belt Drives	M2008	150HP Belt Head/150HP soft starter box	N/A	Belt Drives	N/A
292	Casselman	Coal Feeders	No Tag	Highland Feeder/Breaker CM56 # 1 - Pick Breaker and Reducer	11-7-5948	Highland	CM56
293	Casselman	Safety Equipment	No Tag	Self Rescuers (70) From Quecreek	N/A	Ocenco	N/A
294	Casselman	Safety Equipment	M2619	Self Rescuers	N/A	N/A	N/A
295	Casselman	Structure/Belt	M2014	2,090' 48" 3-ply 600 3/16x1/16 MSHA Belt	N/A	Structure/Belt	N/A
296	Casselman	Safety Equipment	M1603	RFP Response for Communications & Tracking System-Dispatch Station	N/A	N/A	N/A
297	Casselman	Coal Feeders	No Tag	Highland Feeder/Breaker CM56 # 2 - Pick Breaker and Reducer	12-6-6206	Highland	N/A
298	Casselman	Miners	No Tag	Scrubber Assembly	14CM-9A11-CX	Joy Global	JM4855B

Schedule 2.1(d) Tangible Personal Property

Casselman Deep Mine Asset Listing

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#	Location	Asset Class	Asset #	Description	Mfg Serial No	Manufacturer	Model - Year
299	Casselman	Shuttle Cars	No Tag	Joy 21 SC Reconditioned Shuttle Car # 1 -Main Frame	ET17320	Shuttle Car	S Model
300	Casselman	Scoops	M2307	Caterpillar Scoop Model SU488 DN (sn#LA304203)-Axles (2)	LA304203	Caterpillar	SU488D
301	Casselman	Scoops	M2303	Fairchild Model 35C-LV-AC Scoop # 1 - ACTram Motors	T335-123	FairChild	35C-LV-AC
302	Casselman	Shuttle Cars	No Tag	Joy 21 SC Reconditioned Shuttle Car # 2 - Main Frame	ET17417	Joy	N/A
303	Casselman	Scoops	M2302	Fairchild Model 35-C WHLPR-AC Scoop - AC Tram Motors #2 scoop	T339-629	Fairchild	35-C WHLPR- AC
304	Casselman	Shuttle Cars	No Tag	Joy 21 SC Reconditioned Shuttle Car # 1 - Variable Frequency Drives	ET17320	Joy	N/A
305	Casselman	Shuttle Cars	No Tag	Joy 21 SC Reconditioned Shuttle Car # 2 - Variable Frequency Drives	ET17417	Joy	N/A
306	Casselman	Belt Drives	No Tag	48" In Line Belt Drive from Haulage (inv# 13-2839)	N/A	Belt Drives	N/A
307	Casselman	Mine Fans	M2631	6' Fan with 200HP Motor sn#5970 (tfr fromKopper Glo)	5970	Johnson	N/A
308	Casselman	Power Box/DistribCenter	M1109	Power Center	N/A	N/A	N/A
309	Casselman	Power Box/DistribCenter	M1104	500 KVA 7200/480 KVA Power Center	AC2011-448	AC Power Tech	N/A
310	Casselman	Roof Bolters	B202	Roof Bolter	94110	Fletcher	1994 RRll
311	Casselman	Scoops	No Tag	Fairchild Model 35C-LV-AC Scoop # 3 - AC Tram Motors	T335-121	Fairchild	35C-LV-AC
312	Casselman	Structure/Belt	M2114	Belting GMS # 131946	N/A	Structure/Belt	N/A
313	Casselman	Power Box/Distrib Center	M2628	500 KVA 7200/480 KVA Power Center (AC Power Tech inv#3275)	N/A	N/A	N/A
314	Casselman	Scoops	S233	Caterpillar SU488D Scoop - AC Tram Motors	LA304211	Caterpillar	SU488D
315	Casselman	Belt Drives	M2120	42" 200HP Belt Drive (low profile) (sn#4397)/200HP Solid State (soft start) star	4397	Belt Drives	N/A
316	Casselman	Scoops	No Tag	Fairchild Model 35C-LV-AC Scoop # 1 - Drive Assembly	T335-123	FairChild	35C-LV-AC
317	Casselman	Haulage	M2614	94 Bridges	N/A	N/A	N/A
318	Casselman	Belt Drives	M2005	Arrison Belt Drives # 1271	N/A	Belt Drives	N/A
319	Casselman	Scoops	No Tag	Fairchild Model 35-C WHLPR-AC Scoop -Drive Assembly #2 scoop	T339-629	Fairchild	35-C WHLPR-AC
320	Casselman	Loaders	No Tag	2009 Komatsu WA 500-6 Wheel Loader #3 - Engine	A092648	N/A	N/A
321	Casselman	Mantrips/Carts	M305	Mantrip Supersteer Diesel	SS133D	Johnson Industries	N/A
322	Casselman	Scoops	M2305	Fairchild Model 35C-LV-AC Scoop # 2 - Drive Assembly	T335-121	Fairchild	35C-LV-AC
323	Casselman	Scoops	No Tag	Caterpillar SU488D Scoop - Drive Assembly	LA304211	Caterpillar	SU488D
324	Casselman	Mine Fans	M2616	Rebulit Fairchild 60" Vortex Fan	N/A	Johnson	N/A
325	Casselman	Mantrips/Carts	M312	Supersteer Diesel Mantrip	SS134D	Johnson	N/A
326	Casselman	Power Box/Distrib Center	P112	Power Center Upgrade/Rebuild	AC2008-268	AC Power Tech	2000KVA
327	Casselman	Belt Drives	M2009	48" Belt Drives (#2 Butt) (Master Machine inv#13-1895)	N/A	Belt Drives	N/A
328	Casselman	Haulage	PPA - Feb 15	Lolo and Belt Guides	N/A	Haulage	N/A
329	Casselman	Structure/Belt	M2603	JCI Model 8202-32SI Single Shaft Incline Screen	S112620	JCI	8202-32SI
330	Casselman	Safety Equipment	No Tag	AMS System	N/A	Safety Equipment	N/A
331	Casselman	Miners	No Tag	Miner-Cutter Drums	JM5620A	Joy	14CM-9A
332	Casselman	Haulage	No Tag	Lolo Belt Stucture for Haulage	N/A	Haulage	N/A
333	Casselman	Mantrips/Carts	M303	Diesel Mantrip MAC-10D-WVA	MAC-10D-PA-368	Johnson	N/A
334	Casselman	Mantrips/Carts	M304	Diesel Mantrip MAC-10D-WVA	MAC-10D-PA- 369	Johnson	N/A
335	Casselman	Miners	No Tag	Cutter Drums	14CM-9A11-CX	Joy Global	JM4855B
336	Casselman	Shuttle Cars	No Tag	21SC 643A OFF/STD "S" Model Shuttle Car # 4 - Main Frame	12-1-6158	Shuttle Car	S Model
337	Casselman	Structure/Belt	M2609	Slope Conveyor System #1 Belt	N/A	Structure/Belt	N/A
338	Casselman	Roof Bolters	B215	Roof Bolter	2006-035	Fletcher	2006 13BCF-RR ll
339	Casselman	SafetyEquipment	No Tag	SCSR's (120)	N/A	N/A	EBA6.5
340	Casselman	Mantrips/Carts	M336	Diesel Mantrip	SS139D	Johnson	N/A
341	Casselman	Mantrips/Carts	M335	Diesel Mantrip	SS138D	Johnson	N/A
342	Casselman	Haulage	No Tag	40' Bridge Convyeor Rebuild (DMS)	44-1661	Haulage	N/A
343	Casselman	Roof Bolters	B221	Roof Bolter	2009-125	Fletcher	2009 CRRll
344	Casselman	Roof Bolters	No Tag	Fletcher Roof Bolter Model RRII-13-C-F # 2 - Crawler	95060	Fletcher	N/A
345	Casselman	Safety Equipment	No Tag	Self Rescuers (130) From Quecreek	N/A	Ocenco	N/A
346	Casselman	Scoops	No Tag	Caterpillar Scoop Model SU488 DN (sn# LA304203)-Diesel Engine	LA304203	Caterpillar	SU488D
347	Casselman	Safety Equipment	No Tag	MX3-IZ IntelliZone Locator w/ Matrix Logo (78)	N/A	Safety Equipment	N/A
348	Casselman	Development	M1201	Canopies	N/A	Haulage	N/A
349	Casselman	SafetyEquipment	No Tag	SCSR's (130)	N/A	Ocenco	EBA 6.5
350	Casselman	Land/Land Imp	Waterline	Water Line - 6' HDPE	N/A	N/A	N/A
351	Casselman	Shuttle Cars	No Tag	10/21K 64 Shuttle Car - Main Frame	14-11-7150	Shuttle Car	10-21K 64
352	Casselman	Shuttle Cars	No Tag	10/21K 64 Shuttle Car - Main Frame	14-11-7151	Shuttle Car	10-21K 64
353	Casselman	Shuttle Cars	No Tag	New shuttle car #5- Main Frame	12-1-6159	Highland	N/A
354	Casselman	Safety Equipment	R500	Refuge Chamber - 30 man	453088-01-18	Strata	2018- M2630FAB30- 3.0
355	Casselman	Safety Equipment	R504	Refuge Chamber-30 Man	454191-01-18	Strata	2018M26FAB30-3.0
356	Casselman	Safety Equipment	R502	Refuge Chamber-30 Man	453088-02-18	Strata	2018M26FAB30-3.0CC
357	Casselman	SafetyEquipment	R503	Refuge Chamber-30 Man	454191-02-18	Strata	2018M26FAB30-3.0CC
358	Casselman	SafetyEquipment	No Tag	Safety Equipment	454554-01-18	Strata	2018M26FAB30-3.0CC
359	Casselman	Haulage	No Tag	Continuous Haulage RFM Structure	FH330 & FH336	CAT	N/A
360	Casselman	Mantrips/Carts	M343	Supersteer Diesel Mantrip	SS140D	Johnson	N/A
361	Casselman	Safety Equipment	M1604	New Tracking System	N/A	Safety Equipment	N/A

Schedule 2.1(d) Tangible Personal Property

Casselman Deep Mine Asset Listing

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#	Location	Asset Class	Asset #	Description	Mfg Serial No	Manufacturer	Model - Year
362	Casselman	Pollution Control	M2642	3 treatment ponds	N/A	N/A	N/A
363	Casselman	Safety Equipment	R509	Refuge Chamber (30 person)	452010-02-18	Strata	2018
364	Casselman	Miners	No Tag	Tail Assembly	14CM-9A11-CX	Joy Global	JM4855B
365	Casselman	PowerBox/Distrib Center	M1107	2000 KVA 7200/995/480V Power Center	AC2011-445	N/A	N/A
366	Casselman	SafetyEquipment	No Tag	Self Rescuers	Various	Ocenco	EBA 6.5
367	Casselman	Belt Drives	M2007	2nd Belt Drive for Main Entry	N/A	Belt Drives	N/A
368	Casselman	Haulage	M2500	6-Unit 30" Detached Continuous Haulage-2 Belt Guides/Dollies)	N/A	CAT	N/A
369	Casselman	Haulage	M2615	506 C5 Bridge Carriers	N/A	N/A	N/A
370	Casselman	Belt Drives	M2002	48" Belt Drive #1	N/A	Belt Drives	N/A
371	Casselman	Miners	No Tag	Tram Assemblies	14CM-9A11-CX	Joy Global	JM4855B
372	Casselman	PollutionControl	M1501	Water Monitoring & Treatment System	N/A	N/A	N/A
373	Casselman	Scoops	S214?	Scoop Rebuild	488-2758	Highland	488L
374	Casselman	SafetyEquipment	No Tag	Self Rescuers (200)	Various	Ocenco	EBA 6.5
375	Casselman	Belt Drives	No Tag	48" Terminal Belt Drive Group- Drive #2 belt	N/A	Belt Drives	N/A
376	Casselman	Structure/Belt	M2007	2nd Belt Structure for Main Entry	N/A	Structure/Belt	N/A
377	Casselman	Haulage	B415	Continuous Haulage Bridge 2	44-1693	Haulage	N/A
378	Casselman	Haulage	B416	Continuous Haulage Bridge 3	44-1694	Haulage	N/A
379	Casselman	SafetyEquipment	No Tag	RFP Response for Communications &Tracking System-Trackers & Radios	N/A	N/A	N/A
380	Casselman	Miners	No Tag	Miner-Tail Assembly	JM5620A	Joy	14CM-9A
381	Casselman	Coal Feeders	No Tag	Highland Feeder/Breaker CM56 # 2 - MainFrame	12-6-6206	Highland	N/A
382	Casselman	Coal Feeders	No Tag	Highland Feeder/Breaker CM56 # 1 - Main Frame	11-7-5948	Highland	CM56
383	Casselman	Scoops	S222	Scoop Rebuild	488-2798	Bucyrus	488
384	Casselman	Substat/Trnsfr mr/Pwr Line	M1110-2	5 MVA Substation	N/A	N/A	N/A
385	Casselman	Miners	No Tag	Miner-Tram Assembly	JM5620A	Joy	14CM-9A
386	Casselman	Haulage	B421	Continuous Haulage Bridge	44-1698	Haulage	N/A
387	Casselman	Haulage	B430	Piggyback Bridge Conveyor	44-1665	Haulage	N/A
388	Casselman	Scoops	No Tag	Fairchild Model 35C-LV-AC Scoop # 1 - MainFrame	T335-123	FairChild	35C-LV-AC
389	Casselman	Roof Bolters	No Tag	Fletcher Roof Bolter Model RRII-13-C-F # 2 - Main Frame	95060	Fletcher	N/A
390	Casselman	Miners	No Tag	Miners	N/A	Joy Global	JM4855B
391	Casselman	Scoops	No Tag	Caterpillar SU488D Scoop - Main Frame	LA304211	Caterpillar	SU488D
392	Casselman	Shuttle Cars	M1305	New shuttle car #5 - Variable Frequency Drives	12-1-6159	Highland	N/A
393	Casselman	Scoops	No Tag	Fairchild Model 35C-LV-AC Scoop # 3 - Main Frame	T335-121	Fairchild	35C-LV-AC
394	Casselman	Scoops	No Tag	Fairchild Model 35-C WHLPR-AC Scoop - Main Frame #2 scoop	T339-629	Fairchild	35-C WHLPR- AC
395	Casselman	Shuttle Cars	No Tag	21SC 643A OFF/STD "S" Model Shuttle Car # 4 - Variable Frequency Drives	12-1-6158	Shuttle Car	S Model
396	Casselman	Scoops	M2306	Fairchild Model 35C-LV-AC Single Tram Workhorse Scoop #4 scoop	T335-114	Fairchild	35C-LV-AC
397	Casselman	Scoops	No Tag	Caterpillar Scoop Model SU488 DN (sn#LA304203)-Main Frame	LA304203	Caterpillar	SU488D
398	Casselman	Scoops	No Tag	Scoops	N/A	N/A	N/A
399	Casselman	Haulage	B413	Continuous Haulage Attach Bridge	44-1633	Haulage	N/A
400	Casselman	Shuttle Cars	No Tag	10/21K 64 Shuttle Car - Variable Frequency Drives	14-11-7150	Shuttle Car	10-21K 64
401	Casselman	Shuttle Cars	No Tag	10/21K 64 Shuttle Car - Variable Frequency Drives	14-11-7151	Shuttle Car	10-21K 64
402	Casselman	Miners	No Tag	Conveyor Pan Assembly	14CM-9A11-CX	Joy Global	JM4855B
403	Casselman	Scoops	No Tag	Reconditioned Diesel Scoop	482-2276	N/A	482D
404	Casselman	SafetyEquipment	No Tag	RFP Response for Communications &Tracking Sys-Undergrnd components	N/A	N/A	N/A
405	Casselman	Miners	No Tag	Miner-Conveyor Pan Assembly	JM5620A	Joy	14CM-9A
406	Casselman	Haulage	M415	Continuous Haulage MBC#3	53-1407	Haulage	N/A
407	Casselman	Haulage	M420	Continuous Haulage MBC	FHZ01413	Haulage	N/A
408	Casselman	Haulage	M414	Continuous Haulage MBC#2	53-1405	Haulage	N/A
409	Casselman	Haulage	M421	Continuous Haulage MBC	53-1379 (old FHZ01411)	Haulage	N/A
410	Casselman	Roof Bolters	B240	Roof Bolter	2020301	Fletcher	N/A
411	Casselman	Roof Bolters	B236	Roof Bolter	2017331	Fletcher	CRRII
412	Casselman	Roof Bolters	B223	Roof Bolter	2018359 (old2004072)	Fletcher	CRRII-13
413	Casselman	Haulage	No Tag	6-Unit 30" Detached Continuous Haulage-24RFM (Low Structure)	N/A	CAT	N/A
414	Casselman	Haulage	M430	Continuous Haulage MBC	53-1373	Haulage	N/A
415	Casselman	Haulage	M429	Continuous Haulage MBC	53-1372	Haulage	N/A
416	Casselman	Substat/Trnsfr mr/Pwr Line	Power Drop Substation	Casselman Power Drop Substation	N/A	N/A	N/A
417	Casselman	Miners	No Tag	Main Frame	14CM-9A11-CX	Joy Global	JM4855B
418	Casselman	Structure/Belt	No Tag	Overland Screen Tower	N/A	Structure/Belt	N/A
419	Casselman	Miners	No Tag	Miner-Cutterhead Gear Case	JM5620A	Joy	14CM-9A
420	Casselman	Miners	M220	Boom Gearcase	14CM-9A11-CX	Joy	JM4855B
421	Casselman	Miners	M221	Miner Main Frame	JM5620A	Joy	14CM09-10AX
422	Casselman	Miners	M219	Continuous Miner 14/15CM	JM7142	Johnson	N/A

Schedule 2.1(d) Tangible Personal Property

Cambria Plant, Rail Siding, & Storage Area Asset Listing

This list is meant to be inclusive and not exclusive of any and all assets located at the Acosta Deep Mine and/or used in the operation of the mine and is to include buildings, structures, installations, conveyors, power lines, water or discharge lines, roads, ditches, ponds, etc.

#	Location	Asset Class	Asset #	Description	Mfg Serial No	Manufacturer	Model - Year
128	Cambria Plant	Plant Equipment	No Tag	Loading Ramp Reinforcement	N/A	Plant Equipment	N/A
129	Cambria Plant	Loaders	L212	Wheel Loader	50W10239	CAT	1990 988B
130	Cambria Plant	Plant Equipment	No Tag	Fluidized Bed Dryer	N/A	Plant Equipment	N/A
131	Cambria Plant	Plant Equipment	No Tag	Refurbished 33" Heavy Media Cyclone (HMC)	N/A	Plant Equipment	N/A
132	Cambria Plant	Structure/Belt	No Tag	Spreader Conveyor, 36" W x 122' L	N/A	Structure/Belt	N/A
133	Cambria Plant	Structure/Belt	No Tag	#3 Conveyor on Hill,36" W 123' L	N/A	Structure/Belt	N/A
134	Cambria Plant	Land/Land Imp	No Tag	Cambria Branch Rail Line	N/A	N/A	N/A
135	Cambria Plant	Structure/Belt	No Tag	Scalper Feed Convevor, 48" W x 115' L	N/A	Structure/Belt	N/A
136	Cambria Plant	Structure/Belt	No Tag	Product Belt Conveyor, 48" W x 115' L	N/A	Structure/Belt	N/A
137	Cambria Plant	Excavators	E107	EX330	1H1P020836	Hitachi	LC-5 1999
138	Cambria Plant	Structure/Belt	No Tag	Clean Coal Collecting Conveyor, 32" W x 145' L	N/A	Structure/Belt	N/A
139	Cambria Plant	Structure/Belt	No Tag	Spreader Conveyor, 32" W x 145' L	N/A	Structure/Belt	N/A
140	Cambria Plant	Structure/Belt	No Tag	E-Line Conveyor, 36" W x 143' L	N/A	Structure/Belt	N/A
141	Cambria Plant	Vehicles	VD10	Service Truck	1FVACWDC76HV51981	Freightliner	2006 M2
142	Cambria Plant	Structure/Belt	No Tag	Hill Stacker Conveyor, 36" W x 150' L	N/A	Structure/Belt	N/A
143	Cambria Plant	Structure/Belt	No Tag	Plant Stacker Conveyor, 36" W x 150' L	N/A	Structure/Belt	N/A
144	Cambria Plant	Structure/Belt	No Tag	Short Reject Conveyor, 30" W x 177' L	N/A	Structure/Belt	N/A
145	Cambria Plant	Loaders	L213	Motor Rebuild	50W10367	CAT	988B
146	Cambria Plant	Loaders	No Tag	Wheel Loader	7MJ00238	CAT	1999 992D
147	Cambria Plant	Structure/Belt	No Tag	Screen Building Feed Conveyor, 36" W x 162' L	N/A	Structure/Belt	N/A
148	Cambria Plant	Structure/Belt	No Tag	Plant Feed Conveyor, 36" W x 165' L	N/A	Structure/Belt	N/A
149	Cambria Plant	Structure/Belt	No Tag	F-Line Conveyor 30"W x 197'L	N/A	Structure/Belt	N/A
150	Cambria Plant	Structure/Belt	No Tag	Open Air Conveyor, 36" W x 173' L	N/A	Structure/Belt	N/A
151	Cambria Plant	Vehicles	V441	Water Truck (used)	9X0LD280847	Peterbilt	Water Truck
152	Cambria Plant	Excavators	W101	Excavator CAT 330BL	6DR2706	CAT	330B 1998
153	Cambria Plant	Vehicles	VH14	Sample Truck	1FDUF5HT1FED21208	Ford	F-550 2015
154	Cambria Plant	Substat/Trnsfr mr/Pw	No Tag	Sub-Station	N/A	Structure/Belt	N/A
155	Cambria Plant	Plant Equipment	No Tag	Screen 8'x20' Screen	B-08101116	Plant Equipment	N/A
156	Cambria Plant	Loaders	No Tag	Wheel Loader	4FR00308	CAT	1997 99011
157	Cambria Plant	Loaders	No Tag	2011 Komatsu WA 600-6 Wheel Loader #1 -Torque	60813	Komatsu	WA600
158	Cambria Plant	PlantEquipment	No Tag	Vacuum Filter Center Shaft	N/A	Plant Equipment	N/A
159	Cambria Plant	PlantEquipment	No Tag	Deslime Screen Feed Box, Head & BypassChute	N/A	Plant Equipment	N/A
160	Cambria Plant	Loaders	W408	2011 Komatsu WA 600-6 Wheel Loader #1 - Cylinders	60813	Komatsu	WA600
161	Cambria Plant	Structure/Belt	No Tag	Filter Stack ing Conveyor, 32" W x 235' L	N/A	Structure/Belt	N/A
162	Cambria Plant	Plant Equipment	P605	Peterson Filter Barrel	N/A	Plant Equipment	N/A
163	Cambria Plant	Water Pumps	Plant	Millmax Pump, Motor, Pipe, and Fittings	N/A	N/A	N/A
164	Cambria Plant	Substat/Trnsfrmr/Pwr	Plant	Refurbished Sub-Station	N/A	Structure/Belt	N/A
165	Cambria Plant	Misc Equip	P603	84" Diesel Vibratory Roller	10000111HOA006211	Dynapac	CA260D-11
166	Cambria Plant	Loaders	L222	Loader Engine Rebuild	2ZR1683	CAT	988F
167	Cambria Plant	Plant Equipment	No Tag	Refuse Bin (200 Ton)	N/A	Plant Equipment	N/A
168	Cambria Plant	Structure/Belt	No Tag	Trolley Conveyor, 30" W x 260' L	N/A	Structure/Belt	N/A
169	Cambria Plant	Structure/Belt	No Tag	Hill Conveyor, 48" W x 205' L	N/A	Structure/Belt	N/A
170	Cambria Plant	Loaders	L230	Wheel Loader	8YG00538	CAT	1994 988F
171	Cambria Plant	Plant Equipment	No Tag	Fire Suppression	N/A	Plant Equipment	N/A
172	Cambria Plant	Structure/Belt	No Tag	K-Line Conveyor, 36" W x 235' L	N/A	Structure/Belt	N/A
173	Cambria Plant	Loaders	No Tag	Transmission	7MJ00238	CAT	992D
174	Cambria Plant	Structure/Belt	No Tag	Middle Reject Conveyor, 30" W x 289' L	N/A	Structure/Belt	N/A
175	Cambria Plant	PlantEquipment	No Tag	Refuse Bin Liner	N/A	Plant Equipment	N/A
176	Cambria Plant	Structure/Belt	No Tag	Long Clena Coal Conveyor, 30" W x 284' l	N/A	Structure/Belt	N/A
177	Cambria Plant	Rock Trucks	R202	Off Highway Truck	4YC01069	CAT	1993 777B
178	Cambria Plant	Structure/Belt	No Tag	Lump Conveyor, 32" W x 315' L	N/A	Structure/Belt	N/A
179	Cambria Plant	Plant Equipment	No Tag	HMC gravelMAX 12x10 pump	N/A	Plant Equipment	GS300- C32U05018
180	Cambria Plant	Loaders	L225	Wheel Loader	TWR02217	CAT	2006 930G
181	Cambria Plant	Structure/Belt	No Tag	Stacking Conveyor, 32" W x 305' L	N/A	Structure/Belt	N/A
182	Cambria Plant	Loaders	No Tag	Wheel Loader	2ZR1683	CAT	1999 988F II
183	Cambria Plant	PlantEquipment	G932	Outbound Truck Scale	N/A	Plant Equipment	N/A
184	Cambria Plant	Loaders	L229	Wheel Loader	2ZR75003	CAT	1997 988F II
185	Cambria Plant	Plant Equipment	G926	Inbound Truck Scale	OTR70X11	Rice Lake	N/A
186	Cambria Plant	Plant Equipment	No Tag	Two Stage Coal Spiral	N/A	Plant Equipment	N/A
187	Cambria Plant	Structure/Belt	No Tag	Loadout Structure, Controls	N/A	Structure/Belt	N/A
188	Cambria Plant	Plant Equipment	No Tag	Centrifuge Screenbowl Feed Exchange Rotor	N/A	Plant Equipment	N/A
189	Cambria Plant	Structure/Belt	No Tag	C-Line Conveyor, 36" W x 335' L	N/A	Structure/Belt	N/A
190	Cambria Plant	Loaders	No Tag	2011 Komatsu WA 600-6 Wheel Loader #1 -Final drives	60813	Komatsu	WA600
191	Cambria Plant	Loaders	No Tag	2011 Komatsu WA 600-6 Wheel Loader #1 -Transmission	60813	Komatsu	WA600
192	Cambria Plant	Structure/Belt	No Tag	Bypass Conveyor, 36" W x 342' L	N/A	Structure/Belt	N/A
193	Cambria Plant	Structure/Belt	No Tag	B-Line Conveyor, 36" W x 360' L	N/A	Structure/Belt	N/A
194	Cambria Plant	Structure/Belt	No Tag	TunnelConveyor, 52" W x 407' L	N/A	Structure/Belt	N/A
195	Cambria Plant	Structure/Belt	No Tag	Refuse Conveyor, 32" W x 400' L	N/A	Structure/Belt	N/A
196	Cambria Plant	Rock Trucks	R206	Off Highway Truck	4XJ00282	CAT	1994 777C
197	Cambria Plant	Loaders	L244	990 Engine	4FR00308	CAT	N/A

Schedule 2.1(d) Tangible Personal Property

Cambria Plant, Rail Siding, & Storage Area Asset Listing

This list is meant to be inclusive and not exclusive of any and all assets located at the Acosta Deep Mine and/or used in the operation of the mine and is to include buildings, structures, installations, conveyors, power lines, water or discharge lines, roads, ditches, ponds, etc.

#	Location	Asset Class	Asset #	Description	Mfg Serial No	Manufacturer	Model - Year
198	Cambria Plant	Plant Equipment	No Tag	Cambria Spirals	N/A	Plant Equipment	N/A
199	Cambria Plant	Structure/Belt	No Tag	Silo Feed Conveyor, 33" W x 465' L	N/A	Structure/Belt	N/A
200	Cambria Plant	Structure/Belt	No Tag	Hill Conveyor, 48" W x 410' L	N/A	Structure/Belt	N/A
201	Cambria Plant	PlantEquipment	P600	Clean Coal Drain and Rinse Screen	N/A	Plant Equipment	900RPM
202	Cambria Plant	PlantEquipment	No Tag	HSS 2-Stage Multi Bucket Sampling Systems(4)	N/A	Plant Equipment	N/A
203	Cambria Plant	Rock Trucks	R207	Off Highway Truck	4XJ00774	CAT	1995 777C
204	Cambria Plant	Structure/Belt	No Tag	Silo Loadout Conveyor, 48" W x 429' L	N/A	Structure/Belt	N/A
205	Cambria Plant	Loaders	L227	Engine	7MJ00238	CAT	992D
206	Cambria Plant	Plant Equipment	No Tag	Refurbished Raw Coal Bins	N/A	Plant Equipment	N/A
207	Cambria Plant	PlantEquipment	Plant	8W x 20L Banana Screen Body Unit SC3020(Reject)	N/A	Conn-Weld	N/A
208	Cambria Plant	PlantEquipment	W001	Cleaning Plant- 6000 Gallon Heavy Duty SkidTank	N/A	Plant Equipment	N/A
209	Cambria Plant	Structure/Belt	No Tag	Long Reject Conveyor, 36" W x 679' L	N/A	Structure/Belt	N/A
210	Cambria Plant	Plant Equipment	No Tag	Loadout Bin (150 Ton)	N/A	Plant Equipment	N/A
211	Cambria Plant	Loaders	No Tag	2011 Komatsu WA 600-6 Wheel Loader #1 - Engine	60813	Komatsu	WA600
212	Cambria Plant	Structure/Belt	No Tag	Plant Feed Conveyor, 32" W x 790' L	N/A	Structure/Belt	N/A
213	Cambria Plant	Structure/Belt	No Tag	A-Line Conveyor, 36" W x 750' L	N/A	Structure/Belt	N/A
214	Cambria Plant	PlantEquipment	No Tag	Cleaning Plant- Cyclones	N/A	Plant Equipment	N/A
215	Cambria Plant	PlantEquipment	No Tag	Cambria Wind Fence 800' x 40'	N/A	Plant Equipment	N/A
216	Cambria Plant	PlantEquipment	No Tag	Cleaning Plant- Pumps	N/A	Plant Equipment	N/A
217	Cambria Plant	Plant Equipment	No Tag	Cleaning Plant- EBR-48	N/A	Plant Equipment	N/A
218	Cambria Plant	Plant Equipment	No Tag	Clean Coal Silos (2,200 Ton) (3)	N/A	Plant Equipment	N/A
219	Cambria Plant	Plant Equipment	No Tag	Cleaning Plant- Screening	N/A	Plant Equipment	N/A
220	Cambria Plant	Plant Equipment	No Tag	Cleaning Plant- Vacuum Filter	N/A	Plant Equipment	N/A
221	Cambria Plant	Land/Land Imp	No Tag	Rail siding	N/A	N/A	N/A
222	Cambria Plant	Buildings	No Tag	Plant	N/A	N/A	N/A
223	Cambria Plant Storage Are	Plant Equipment	No Tag	Cleaning Plant- Cross Belt Sampler	N/A	Plant Equipment	N/A
224	Cambria Plant Storage Are	Plant Equipment	W013	High Frequency Caking Screen	N/A	Plant Equipment	N/A
225	Cambria PlantStorage Are	PlantEquipment	W001	Cleaning Plant- Belt scales - unit 2110, 5015,7110 (moved 1	N/A	Plant Equipment	N/A
226	Cambria PlantStorage Are	PlantEquipment	W004	Lime Silo	N/A	Plant Equipment	N/A
227	Cambria PlantStorage Are	PlantEquipment	No Tag	Cleaning Plant- Feeders	N/A	Plant Equipment	N/A
228	Cambria Plant Storage Are	Plant Equipment	No Tag	Cleaning Plant- Magnetic Seperator	N/A	Plant Equipment	N/A
229	Cambria Plant Storage Are	Plant Equipment	No Tag	Cleaning Plant- Unit 3020, 3050, 3060, 3080,3300, 4020, 30	N/A	Plant Equipment	N/A
230	Cambria Plant Storage Are	Plant Equipment	No Tag	Cleaning Plant- Radial Stacker #1	N/A	Plant Equipment	N/A
231	Cambria Plant Storage Are	Plant Equipment	No Tag	Cleaning Plant- Radial Stacker #2	N/A	Plant Equipment	N/A
232	Cambria PlantStorage Are	Structure/Belt	No Tag	Cleaning Plant- Unit 2090 New TransferStructure	N/A	Structure/Belt	N/A
233	Cambria PlantStorage Are	PlantEquipment	No Tag	Cleaning Plant- Screenbowls	N/A	Plant Equipment	N/A
234	Cambria PlantStorage Are	PlantEquipment	No Tag	Cleaning Plant- Rotary Breaker	N/A	Plant Equipment	N/A
235	Cambria Plant Storage Are	Structure/Belt	W001	Cleaning Plant- Conveyors	N/A	Structure/Belt	N/A
	Cambria Plant 9 mile Rail Right of way, Rail, Bridges, Wyes, Track, ties, rail supplies and all items necessary to use the rail siding and rail loadout at Cambria Plant						

Schedule 2.1(e)

Seller Permits

1. See Annex 2.1(e) attached hereto.

Schedule 2.1E

Operation	Current Operator	Authorization Type	Permit Number	Authorizing Agency
Acosta Deep Mine	Wilson Creek Energy, LLC	Bituminous Coal Mining Activity Permit	56111302	PA Department of Environmental Protection
Acosta Deep Mine	Wilson Creek Energy, LLC	NPDES Permit	PA0236101	PA Department of Environmental Protection
Acosta Deep Mine	Wilson Creek Energy, LLC	PAG-04 General Permit and WQM Permit	PAG046443/831379	PA Department of Environmental Protection
Acosta Deep Mine	Wilson Creek Energy, LLC	General Permit Air Quality	GP-12-56111302-R12	PA Department of Environmental Protection
Cambria Fuel Prep Plant	PBS Coals, Inc.	NPDES Permit	PA0213721	PA Department of Environmental Protection
Cambria Fuel Prep Plant	PBS Coals, Inc.	Bituminous Coal Mining Activity Permit	56841608	PA Department of Environmental Protection
Cambria Fuel Prep Plant	PBS Coals, Inc.	General Permit Air Quality	GP-12-56841608-R15	PA Department of Environmental Protection
Cambria Fuel Prep Plant	PBS Coals, Inc.	Sewage Permit	PA0253715	PA Department of Environmental Protection
Casselman Deep Mine	Maryland Energy Resources, LLC	State Water Appropriation and Use Permit	GA2008G005	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	State Water Appropriation and Use Permit	GA2014G001	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Coal Mining Operations Permit	DM-09-113	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	NPDES Permit	MD0070629 - State # 22-DP-3667	Maryland - Department of Environment
Casselman Deep Mine	Maryland Energy Resources, LLC	Air Quality Permit	023-0156	Maryland - Department of Environment
Casselman North Deep Mine	Maryland Energy Resources, LLC	Coal Mining Operations Permit	DM-20-115	Maryland - Department of Environment
Casselman North Deep Mine	Maryland Energy Resources, LLC	NPDES Permit	MD0072117 - State # 18-DP-3860	Maryland - Department of Environment
Casselman North Deep Mine	Maryland Energy Resources, LLC	State Water Appropriation and Use Permit	GA2018G003	Maryland - Department of Environment
Keyser Deep Mine	Wilson Creek Energy, LLC	Bituminous Coal Mining Activity Permit	56131301	PA Department of Environmental Protection
Keyser Deep Mine	Wilson Creek Energy, LLC	NPDES Permit	PA0236209	PA Department of Environmental Protection
Keyser Deep Mine	Wilson Creek Energy, LLC	General Permit Air Quality	GP-12-56131301	PA Department of Environmental Protection

Schedule 2.2(i)

Retained Assets

[To Be Filed]

Schedule 2.3(b)

Assumed Cure Costs

1. The cure costs set forth on Annex 1.1(b).

Schedule 2.3(e)

Assumed Liabilities (Administrative Costs)

1. None.

Schedule 2.5(a)

Available Agreements

[To Be Filed]

Schedule 2.5(b)

Assumed Agreements

1. Schedule 1.1(b) is hereby incorporated by reference.
2. Confirmation – Coal Supply Agreement, dated November 27, 2024, by and between United States Steel Corporation and Wilson Creek Energy, LLC.
3. Coal Supply Agreement, dated September 30, 2024, by and between Cleveland-Cliffs Steel LLC and Wilson Creek Energy, LLC.
4. Purchase Order No.: 2024-1003, dated October 3, 2024, by and between Middletown Coke Company, LLC and Wilson Creek Energy, LLC.

Schedule 5.2

Title to Purchased Assets

[To Be Filed]

Schedule 5.3

Litigation Actions

[To Be Filed]

Schedule 5.7

<u>Seller's Brokers</u>

[To Be Filed]

Schedule 6.4

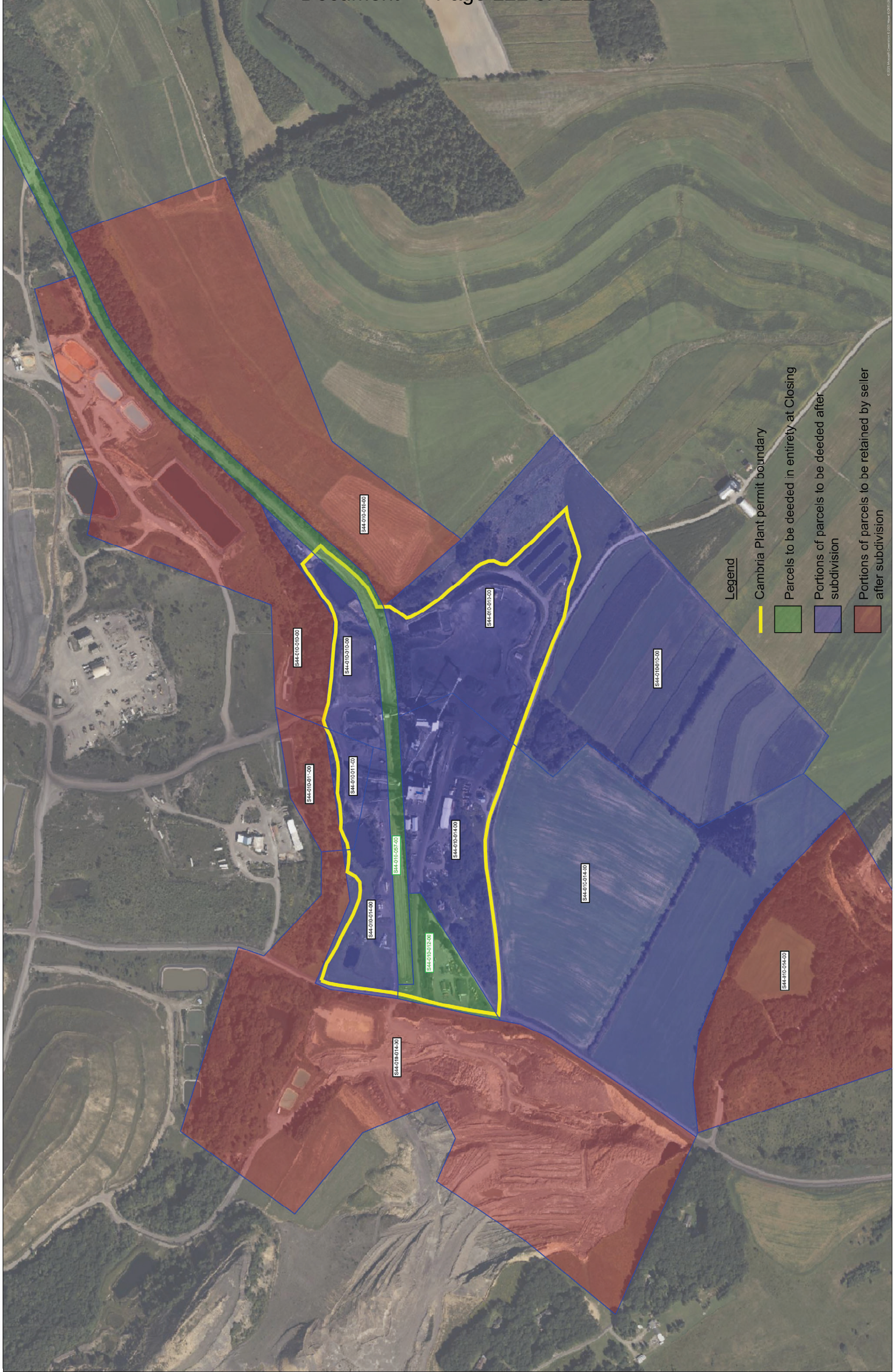
<u>Purchaser's Brokers</u>

1. None.

Schedule 8.7

Subdivision of Cambria Preparation Plant

1. See Annex 8.7 attached hereto.


Legend
Cambria Plant permit boundary
Parcels to be deeded in entirety at Closing
Portions of parcels to be deeded after subdivision
Portions of parcels to be retained by seller after subdivision

Notice Recipients

District/Off: 0315−7	User: auto	Date Created: 3/28/2025
Case: 25−70001−JAD	Form ID: pdf900	Total: 6

Recipients of Notice of Electronic Filing:

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TOTAL: 5

Recipients submitted to the BNC (Bankruptcy Noticing Center):

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TOTAL: 1