IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: White Forest Resources, Inc., *et al.*, Debtors.[1]	Chapter 11 Case No. 25-10195 (TMH) (*Jointly Administered*) **Hearing Date: July 18, 2025 @ 10:00 a.m. (ET)** **Objection Deadline: July 11, 2025 at 4:00 p.m. (ET)** **Competing Bid Deadline: July 11, 2025 at 4:00 p.m. (ET)** **Auction Date (if necessary): July 15, 2025 at 10:00 a.m. (ET)**

DEBTORS' MOTION SEEKING ENTRY OF AN ORDER (I) APPROVING THE SALE OF THE SOUTH FORK ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES, (II) APPROVING ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF

The above-captioned debtors and debtors in possession (collectively, the "Debtors") file this motion (this "Motion"),[2] pursuant to sections 105(a), 363, and 365 of title 11 of the United States Code, 11 U.S.C. §§ 101–1532 (the "Bankruptcy Code"), and rules 2002, 6004, and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for entry of an order(the "Sale Order"), substantially in the form attached hereto as **Exhibit A:**

(a) authorizing South Fork Coal Company, LLC ("South Fork") to sell (the "Sale") the Acquired Assets (as defined below), free and clear of all liens, claims, interests, and encumbrances, the Acquired to: (i) WFR Acquisition, LLC ("WFR") pursuant an Asset Purchase Agreement a form of which is attached hereto as **Exhibit B** (the "WFR Purchase Agreement") or (i) or, in the event the WFR is not selected as the winning bidder at the conclusion of the auction, to the winning bidder (the "Winning Bidder"). The Debtors and WFR are continuing to negotiate and finalize

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: White Forest Resources, Inc. (3764); Xinergy Corp. (3865); Xinergy of West Virginia, Inc. (2401); Shenandoah Energy, LLC (6770); South Fork Coal Company, LLC (3113); Bull Creek Processing Company, LLC (0894); Raven Crest Mining, LLC (0122); Brier Creek Coal Company, LLC (9999); Raven Crest Contracting, LLC (7796); Raven Crest Leasing, LLC (7844); and Raven Crest Minerals, LLC (7746). The Debtors' service address is 1295 Ashford Hill Rd., Ashford, WV 25009.

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration or the Final DIP Order (each as defined below), as applicable

the terms of the WFR Purchase Agreement, and the WFR Purchase Agreement remains subject to change in all respects.

(b) authorizing the assumption and assignment of the Assigned Contracts (as defined below); and

(c) granting related relief.

In support of this Motion, the Debtors submit the *Declaration of Brian Ryniker in Support of Debtors' Chapter 11 Petitions and First Day Pleadings* [Dkt. No. 2] (the "First Day Declaration"),[3] which is incorporated herein by reference. In further support of this Motion, the Debtors respectfully state as follows:

Preliminary Statement

1. As set forth in the First Day Declaration, the Debtors filed these bankruptcy cases with the intent of selling the Debtors' Raven Crest mine and thereafter consummating a value maximizing transaction for the Debtors' South Fork mine. The Debtors successfully closed on the sale of the Raven Crest mine on April 18, 2025. The Debtors have been continuing to explore the potential for a value maximizing transaction related to the South Fork mine and the balance of the Debtors' operations. To that end, the Debtors have engaged in discussions with various constituencies, including the DIP Lenders, including Spectrum Origination LLC, the DIP Term Loan Agent, regarding potential transaction structures, including a balance sheet restructuring and a section 363 sale process.

2. Unfortunately, due to, among other things, unforeseen production delays and other operational issues at the South Fork mine, the Debtors have faced significant liquidity issues which recently necessitated additional DIP Financing to provide cash necessary to allow the Debtors to continue to operate and administer these chapter 11 cases in the near term. However, the additional

[3] The First Day Declaration and other relevant case information are available on the following website maintained by the Debtors' claims and noticing agent Stretto: **https://cases.stretto.com/WhiteForestResources**.

DIP Financing creates only a short-term solution. Given the unforeseen liquidity crunch, and limited remaining resources (even with additional DIP Financing) the Debtors determined confirmation of a plan of reorganization was not feasible and, instead that it was in the best interest of the estates to conduct an expedited 363 sale process for the South Fork mine assets in an effort to keep the mine operating as a going concern, and, critically, retain jobs for the Debtors remaining employees. A sale will also ensure that vendors and creditors have an ongoing counterparty with which they can conduct future business.

3. To move forward expeditiously, the Debtors have been negotiating the WFR Purchase Agreement with WFR. The WFR Purchase Agreement contemplates the provision of valuable consideration which, as described more fully below, consists of a credit bid and the assumption of significant liabilities. The WFR Purchase Agreement also contemplates that certain cash will be left with the Debtors and that certain pre-closing operational liabilities will be assumed by WFR and/or reimbursed by WFR through the Transition Services Agreement, in order to facilitate a wind-down of these cases.

4. As set forth below, the Debtors' investment bankers have been actively running a marketing process for the South Fork assets since May 21, 2025, while the Debtors' explored their options for a path forward in these cases.[4] The Debtors believe that the market for the South Fork assets has been adequately tested under the circumstances, and, to date, no other bids have been received that are higher or better than the transactions contemplated by the WFR Purchase Agreement. However, as set forth below, potential competing bidders have been informed that the Debtors will consider competing bids through July 11, 2025 (the "Bid Deadline"). In the event

[4] While the active marketing process for the South Fork mine began in May, back in March, as part of the marketing process for the sale of the Raven Crest mine, the Debtors' investment bankers also indicated to potential bidders for the Raven Crest assets, that there may be an opportunity to participate in a transaction for the South Fork mine.

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that the Debtors receive one or more competing bid by the Bid Deadline, the Debtors will hold an auction for the South Fork assets on July 15, 2025 (the "Auction").

5. The Debtors submit that, given their current liquidity constraints, an expedited sale of the South Fork mine assets is in the best interests of the Debtors and their estates.

Jurisdiction and Venue

6. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. The Debtors confirm their consent, pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

7. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

8. The bases for the relief requested herein are sections 105(a), 363, 365, 503, and 507 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9007, and 9014, and Local Rule 6004-1.

General Background

9. On February 7, 2025 (the "Petition Date"), the Debtors commenced with the Court voluntary cases (the "Chapter 11 Cases") under chapter 11 of the Bankruptcy Code. The Chapter 11 Cases are jointly administered for procedural purposes only pursuant to Bankruptcy Rule 1015(b).

10. The Debtors are authorized to continue operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

11. On February 26, 2025, the Office of the United States Trustee appointed the Official Committee of Unsecured Creditors [Dkt. No. 84] (the "Committee"). No trustee or examiner has been appointed in these Chapter 11 Cases.

12. The Debtors are privately-held producers of premium metallurgical and thermal coal in the Central Appalachian coal basin. As of the Petition Date, the Debtors operated two mining operations in West Virginia. The South Fork mining operations (the "South Fork Mine") are located in Greenbrier County, West Virginia. The South Fork Mine produces primarily premium mid-volatile metallurgical coal. The Raven Crest mining operations (the "Raven Crest Mine") are located in Boone and Kanawha Counties of West Virginia. The Raven Crest Mine produces primarily thermal coal. Additional factual background regarding the Debtors, including their business operations, their capital and debt structures, and the circumstances leading to the commencement of the Chapter 11 Cases, is set forth in greater detail in the First Day Declaration.

13. On February 7, 2025, the Debtors filed the *Debtors' Motion for Entry of Interim and Final Orders Pursuant to Sections 105, 361, 362, 363, And 364 of the Bankruptcy Code and Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (I) Authorizing the Debtors to (A) Use Cash Collateral, (B) Obtain Senior Secured Superpriority Postpetition Financing and Grant Liens and Superpriority Administrative Claims, and (C) Provide Adequate Protection, (II) Scheduling a Final Hearing, and (III) Granting Related Relief* [Dkt. No. 17] (the "DIP Motion"). On March 12, 2025, this Court entered an order granting the final relief requested in the DIP Motion [Dkt. No. 148] (the "Final DIP Order").

14. On April 11, 2025, the Court entered the *Order (I) Authorizing (A)Sale of the Raven Crest Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances, (B) the Debtors' Assumption and Assignment of Certain Executory Contracts and Unexpired Leases; And (II) Granting Related Relief* [Dkt. No. 227] (the "Raven Crest Sale Order"). As authorized by the Raven Crest Sale Order, the Debtors transferred and conveyed their assets related to the Raven Crest Mine to the Eagle Horizon Resources, LLC. The sale of the Raven Crest Mine assets closed on April 18, 2025.

15. As set forth above and described below, the Debtors have been continuing to explore the potential for a value maximizing transaction related to the South Fork Mine and the balance of the Debtors' operations. Unfortunately, due to, among other things, unforeseen production delays and other operational issues at the South Fork Mine, the Debtors are facing unexpected liquidity constraints. The Debtors were able to negotiate an agreement with the DIP Lenders to provide additional DIP Financing. To that end, on July 20, 2025, the Debtors filed *Notice of Material DIP Loan Amendment Pursuant to the Final DIP Order Pursuant to Sections 105, 361, 362, 363, and 364 of the Bankruptcy Code and Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (I) Authorizing the Debtors to (A) Use Cash Collateral, (B) Obtain Senior Secured Superpriority Postpetition Financing and Grant Liens And Superpriority Administrative Claims, and (C) Provide Adequate Protection, and (II) Granting Related Relief* [Dkt. No. 360] (the "DIP Loan Amendment Notice"). The DIP Loan Amendment Notice sets forth the terms of the additional DIP Financing, which, if funded, is designed to provide the Debtors with additional funding to complete the sale of the South Fork Mine assets. Absent additional DIP Financing, the Debtors likely would be faced with no other option than to convert their chapter 11 cases to chapter 7 cases.

The South Fork Mine Assets and the Marketing Process

16. The Debtors' South Fork Mine operations are located in Greenbrier County, West Virginia. The South Fork Mine controls 36,000+ acres under lease. The Debtors mine premium mid-volatile metallurgical coal at the South Fork Mine, primarily through countour/area mining, along with highwall mining. For the year 2024, through November, the South Fork Mine produced 304,094 tons of coal. Mined coal from the South Fork mine is trucked to the Clearco Preparation Plant and loadout. Coal is then shipped via CSX out of the New River Freight District. In connection with the South Fork Mine, South Fork holds ten (10) active Article III Mining Permits issued by the West Virginia Department of Environmental Protection (the "WVDEP"), along with accompanying water discharge and other permits. In connection with the operation of the South Fork Mine, South Fork is a counterparty to certain material leases, which allow the Debtors to conduct their mining operations at the South Fork Mine, including: (i) a Coal Load-Out and Coal Lease and Easement; (ii) two Coal Mining Leases; and (iii) various other agreements.

17. Since filing these Chapter 11 Cases, the Debtors have been exploring how best to maximize the value of the South Fork Mine and its related assets. In connection with that process, the Debtors retained Sonoran Capital Advisors, LLC ("Sonoran") as the Debtors' investment bankers. Sonoran's immediate focus upon engagement was the sale process for the Raven Crest Mine and Sonoran started sending teasers potential buyers on March 14, 2025. During that process, Sonoran also indicated to potential buyers that the South Fork Mine would consider a transaction in the near future. After the sale of the Raven Crest Mine, the Debtors, in consultation with their professionals and advisors, explored a potential plan of reorganization for South Fork as well as a sale process. Ultimately, the Debtors determined, after analyzing, among other things, cash flow, liquidity constraints, and the feasibility of a chapter 11 plan process, that it was in the best interest

of the Debtors and their estates to commence an expedited section 363 sale process for the South Fork Mine assets.

18. While the Debtors explored their options and negotiated with various constituencies about a path forward in these cases, Sonoran commenced a formal marketing process for the South Fork Mine assets. That formal marketing process commenced on May 21, 2025, with Sonoran sending sale teasers out to various potential interested parties. Sonoran has established a virtual data room and, to date, has contacted 66 potential buyers, including both financial and strategic parties. To date, nine (9) parties have requested non-disclosure agreements and, to date, seven (7) parties have executed non-disclosure agreements. Those parties executing non-disclosure agreements have been provided with access to the virtual data room maintained by Sonoran.

19. Sonoran reached out to potential buyers who expressed interest in the South Fork Mine assets and requested that they provide the Debtors with written indications of interest for such assets by June 13, 2025. Other than the bid from WFR, the Debtors received one non-binding written indication of interest from one party. The Debtors analyzed the indication of interest and determined that it was not superior to the bid from WFR. Sonoran has remained in contact with potential buyers and has advised those parties of the Bid Deadline and the Auction date.

The WFR Purchase Agreement

20. As set forth more fully below, the consideration contemplated by the WFR bid includes (i) assumption of all Obligations (as defined in the DIP Term Loan Facility) due and owing on the DIP Term Loan Facility and (ii) a credit bid in the amount of $1,000,000 in connection with the 2020 Prepetition Obligations. In addition, the WFR bid contemplates assuming substantial other liabilities, including material reclamation liabilities and obligations associated with the South Fork Mine. Moreover, and importantly, the WFR bid also contemplates that certain cash will be left with the Debtors and certain pre-closing operational expenses will be

assumed by WFR or reimbursed by the WFR through the Transition Services Agreement in order to facilitate a wind-down of these cases.

21. As set forth above, a form of the WFR Purchase Agreement is attached hereto as **Exhibit B**. The Debtors and WFR are continuing to negotiate and finalize the terms of the WFR Purchase Agreement, and the WFR Purchase Agreement remains subject to change in all respects. The following chart summarizes the current terms of the WFR Purchase Agreement (which remain subject to continuing negotiation and change):[5]

MATERIAL TERMS OF THE WFR PURCHASE AGREEMENT	
Acquired Assets	Assets to be Acquired. Upon the terms and subject to the conditions set forth in this WFR Purchase Agreement, at the Closing, Buyer shall purchase and acquire from Seller, and Seller shall irrevocably sell, convey, assign, transfer and deliver to Buyer, free and clear of all Encumbrances and Liabilities, other than Permitted Encumbrances and Assumed Liabilities, all of Seller's right, title and interest in and to the following assets and properties, in each case that are owned, leased, or otherwise controlled by Seller and used in conjunction with the Mining Activities (collectively, the "Acquired Assets"): (a) the Assumed Contracts identified on Schedule 2.1(a), subject to Buyer's satisfaction of the Cure Amounts, which will be assumed/assigned in the Chapter 11 Cases by Seller pursuant to section 365 of the Bankruptcy Code, and transferred pursuant to an Assignment and Assumption of Contracts in form and substance reasonably agreeable to the Parties; (b) all Equipment (including, but not limited to, all mobile mining equipment, parts, supplies, tires and components) used in the Mining Activities, in each case as set forth on Schedule 2.1(b), which will be transferred pursuant to a Bill of Sale substantially in form and substance reasonably agreeable to the Parties, regardless of location, and all of Seller's rights under warranties, indemnities, licenses and all similar rights against third parties with respect to the machinery, equipment and other tangible personal property assets referenced in this clause (b) to the extent such rights are assignable at no cost, expense or penalty to Seller, or at Buyer's election if Buyer agrees to pay for such cost, expense or penalty;

[5] The summary of the WFR Purchase Agreement provided herein is qualified in its entirety by the term of the WFR Purchase Agreement. In the event of any inconsistencies between the provisions of the WFR Purchase Agreement and the summary set forth herein, the terms of the WFR Purchase Agreement shall govern. Capitalized terms that are used but not defined in the following summary shall have the meanings ascribed to such terms in the WFR Purchase Agreement.

MATERIAL TERMS OF THE WFR PURCHASE AGREEMENT	
	(c) all coal reserves, whether leased (to the extent the underlying lease is an Assumed Contract) or owned; (d) all Coal Inventory whether located at the South Fork Mine or elsewhere in commerce; (e) all Real Property Leases, used or held for use in connection with Seller's Mining Activities at the South Fork Mine and identified in Section 6.1(b) of the Disclosure Schedule, which will be transferred, subject to Buyer's satisfaction of the Cure Amounts, pursuant to Lease Assignments substantially in the form and substance reasonably agreeable to the Parties, together with, in each case to the extent let, leased, used or occupied by the Seller, any and all underground and surface coal reserves, mineral rights, oil and gas rights and interests, mining rights, surface rights, water rights, rights of way, unrecouped minimum, advance or pre-paid production royalties, all buildings and other structures, facilities or tenant or leasehold improvements located on the real property that is the subject of the Leases, all fixtures, systems, equipment and items of personal property of the Seller attached or appurtenant thereto, and all easements, licenses, rights and appurtenances relating to the foregoing (and any present or future rights, title and interests arising from or related to the foregoing); (f) all Permits used by Seller in connection with Seller's Mining Activities, including, without limitation, those identified in Section 6.4(a)(i) of the Disclosure Schedule and Pending Permits identified in Section 6.4(a)(ii) of the Disclosure Schedule, which will be transferred, subject to the consent of all applicable Governmental Bodies, pursuant to a Permit Transfer Agreement in form and substance reasonably acceptable to the Parties, in each case, to the extent transferable; (g) subject to any required approval by the appropriate Governmental Body or third party, if required, all cash or other escrowed property securing, or any other financial assurance posted with a Governmental Body to secure General Reclamation Obligations under the Permits if and when released by such Governmental Body or third party, with respect to or securing the reclamation or bonding obligations arising from the Permits if and when released following transfer of the Permits; (h) all Intellectual Property identified in Section 2.1(h) of the Disclosure Schedule; (i) all rights of Seller to use haul roads, utility easements and other rights of way and easements used or held for use in connection with the Mining Activities that are identified on Section 2.1(i) of the Disclosure Schedules; (j) all prepaid expenses, credits, advance payments, rights of recovery, rights of set off, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes incurred by

MATERIAL TERMS OF THE WFR PURCHASE AGREEMENT	
	Seller due to Seller conducting the Mining Activities), to the extent relating to the Acquired Assets; (k) all warranties, guarantees and similar rights related to the Acquired Assets, including warranties and guarantees made by suppliers, manufacturers and contractors under the Acquired Assets, and claims against suppliers and other third parties in connection with the Assumed Contracts; (l) all accounts or notes receivable of Seller; (m) the Owned Real Property identified in Section 6.1(a) of the Disclosure Schedule (other than any Retained Assets), which will be transferred pursuant to Deeds in form and substance reasonably agreeable to the Parties; (n) subject to Section 2.2(f) of the Purchase Agreement, all casualty insurance proceeds, reserves, benefits or claims of Seller under the applicable insurance policies to the extent relating to the Acquired Assets; (o) all goodwill associated with the Acquired Assets; (p) all claims of any nature available to or being pursued by Seller relating to the Acquired Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise; (q) all demands, reimbursements and rights of whatever nature, to the extent related to the Acquired Assets or any Assumed Liability, including rights under and pursuant to all warranties, representations, indemnities, licenses and guarantees made by suppliers of products, materials or equipment or components thereof; (r) all rights of Seller under non-disclosure, or confidentiality, non-compete or non-solicitation agreements; (s) all Books and Records which will be transferred pursuant to the Bill of Sale provided that Seller shall be entitled retain a copy of all such Books and Records; (t) cash and cash equivalents, bank accounts and securities of Seller other than the Wind-Down Amount; (u) all Employee Benefit Plans and assets attributable thereto to the extent transferrable to the Buyer;

MATERIAL TERMS OF THE WFR PURCHASE AGREEMENT	
	(v) the assets that relate to Seller's corporate overhead function, including with respect to all tangible personal property and interests therein; (w) all other assets of Seller primarily related to the Mining Activities, except for assets that are specifically listed as a Retained Asset; (x) all of Seller's rights to commence and pursue any and all claims and causes of action related to the Mining Activities, including any claims and causes of action arising under the sections 502(d), 544, 545, 547, 548, and 550 of the Bankruptcy Code, or any other avoidance action under the Bankruptcy Code or applicable non-bankruptcy law, to the extent permitted pursuant to the Final DIP Order and the terms provided for therein; (y) all prepaid accounts and deposits to the extent unrelated to the Mining Activities, but excluding any escrow accounts established to hold funds pursuant to professional escrows as set forth in the Final DIP Order; (z) any other assets set forth on Schedule 2.1(z).
Retained Assets	Retained Assets. Any assets not specifically identified in section 2.1 of the Purchase Agreement as an Acquired Assets, shall not be included as Acquired Assets and shall be retained by Seller (collectively, the "Retained Assets"). The Retained Assets shall include, but not be limited to, Seller's right, title and interest in the following: (a) all assets of Seller that are not Acquired Assets; (b) cash in an amount acceptable to Buyer and Seller to fund costs for the wind down of the Debtor's estate; (c) contractual obligations under the Transition Services Agreement obligating Buyer to reimburse the Seller for certain post-petition, pre-closing operational liabilities; (d) Other than the Books and Records, the corporate or limited liability company seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate or limited liability company organization of Seller, and any other books and records not related to the Acquired Assets or which Seller is prohibited from disclosing or transferring to Buyer under applicable Law and is required by applicable Law to retain; (e) all contracts that are not Assumed Contracts or Real Property Leases; (f) except as set forth in Section 2.1(n) of the Purchase Agreement, all insurance policies of Seller and all rights to applicable

MATERIAL TERMS OF THE WFR PURCHASE AGREEMENT	
	claims and proceeds thereunder including, without limitation, all director and officer insurance policies and claims thereunder; (g) all Tax returns and other Tax records for Seller (other than such Tax returns and Tax records primarily related to the Mining Activities or Acquired Assets); and (h) any other assets set forth on Schedule 2.2(j).
Assumed Liabilities	Assumed Liabilities. On the Closing Date, Buyer shall assume and agree to pay, perform and discharge when due the following liabilities and obligations of Seller (collectively, the "Assumed Liabilities"): (a) all Liabilities arising under, relating to, or in respect of the Assumed Contracts on or after the Closing Date (including all Cure Amounts for each Assumed Contract); (b) all Liabilities resulting from or arising out of or in connection with Buyer's use, operation, possession or ownership of or interest in the Acquired Assets on or after the Closing; (c) all General Reclamation Liabilities of Seller (whether arising before, on or after the date hereof) (except for and specifically excluding Excluded Pre-Closing Fines); (d) all Liabilities arising from or related to fees and costs associated with the transfer of the Permits from Seller to Buyer; (e) all Taxes with respect to the Acquired Assets attributable to any Tax period or portion thereof that begins after the Closing Date, but for the avoidance of doubt, such amount shall not include any taxes that accrued pre-petition; (f) all Accrued Payroll; (g) all trade payables relating to the Mining Activities or Acquired Assets arising after the Closing; (h) any other Liability of Seller described on Schedule 2.3(h); (i) all Liabilities assumed by Buyer under the Transition Services Agreement; and (j) all Obligations (as defined in the DIP Term Loan Facility) due and owing on the DIP Term Loan Facility;

MATERIAL TERMS OF THE WFR PURCHASE AGREEMENT	
Purchase Price	Consideration for Acquired Assets. The aggregate purchase price for the Acquired Assets (the "**Purchase Price**") shall be (i) the sum of credit bid in the amount of $1,000,000.00 in connection with the 2020 Prepetition Obligations to be paid to Seller in consideration for the Acquired Assets (the "**Credit Bid**") and (ii) the assumption of Assumed Liabilities.
Provisions Providing Bid Protections to "Stalking Horse" or Initial Bidder	The WFR Purchase Agreement does not include any bid protections. No other bidder will be entitled to any bid protections.
Sale to Insider Local Rule 6004-1(b)(iv)(A)	WFR is an affiliate of Spectrum Origination LLC and Spectrum Credit Opportunities Fund II, LP (collectively, "Spectrum"), which are, respectively, the administrative and collateral agent, and a lender, under the DIP Term Loan Credit Agreement and the 2020 Prepetition Credit Agreement. Other Spectrum affiliates, in turn, collectively own a majority of the equity in the Debtor White Forest Resources, Inc. ("White Forest") and have the right to designate two eligible members of White Forest's board of directors. No current director or officer of the Debtors will be a director or officer of WFR.
Agreements with Management Local Rule 6004-1(b)(iv)(B)	The WFR Purchase Agreement does not provide for any agreements with management. The WFR Purchase Agreement provides that Buyer shall employ all employees (other than the Excluded Employees) who are engaged in Mining Activities and actively at work on the Closing Date, on an "at will" basis.
Releases Local Rule 6004-1(b)(iv)(C)	The WFR Purchase Agreement does not contain a release of any entity or claims against any entity.
Private Sale / No Competitive Bidding Local Rule 6004-1(b)(iv)(D)	The WFR Purchase Agreement does not contemplate a private sale or limit competitive bidding. Instead, the WFR Purchase Agreement provides that the WFR Purchase Agreement is subject to higher and better offers. As set forth in this Motion, if the Debtors receive at least one competing bid (in addition to WFR's bid) by the Bid Deadline, the Debtors will conduct an Auction.

MATERIAL TERMS OF THE WFR PURCHASE AGREEMENT	
Closing and Other Deadlines Local Rule 6004-1(b)(iv)(E)	The closing of the purchase and sale provided for in the WFR Purchase Agreement (the "Closing") will take place upon the earlier of July 22, 2025 and within five (5) business days of entry of the Sale Order.
Good Faith Deposit Local Rule 6004-1(b)(iv)(F)	Because the Purchase is primarily a Credit Bid and assumption of liabilities, WFR is not providing a good faith deposit.
Interim Arrangements with Proposed Buyer Local Rule 6004-1(b)(iv)(G)	The WFR Purchase Agreement provides that the Parties will enter into a Transition Services Agreement with respect to (i) certain post-Closing services to be provided to Seller (or its applicable Affiliate) by Buyer and (ii) reimbursement by Buyer to Seller for certain post-petition, pre-Closing operational liabilities.
Use of Proceeds Local Rule 6004-1(b)(iv)(H)	The Purchase Price consists of the Credit Bid and assumption of the Assumed Liabilities. There are no cash proceeds. The Retained Assets include the Wind-Down Amount, which will be used to wind-down the Debtors' estates.
Tax Exemption Local Rule 6004-1(b)(iv)(I)	The Sale Motion and the WFR Purchase Agreement do not seek to have any taxes declared exempt under section 1146(a) of the Bankruptcy Code.
Record Retention Local Rule 6004-1(b)(iv)(J)	Sellers are entitled retain a copy of the Books and Records for all Pre-Closing Tax Periods.
Sale of Avoidance Actions Local Rule 6004-1(b)(iv)(H)	The Acquired Assets include all of Seller's rights to commence and pursue any and all claims and causes of action related to the Mining Activities, including any claims and causes of action arising under the sections 502(d), 544, 545, 547, 548, and 550 of the Bankruptcy Code, or any other avoidance action under the Bankruptcy Code or applicable non-bankruptcy law, to the extent permitted pursuant to the Final DIP Order and the terms provided for therein
Requested Findings as to Successor Liability Local Rule 6004-1(b)(iv)(L)	The WFR Purchase Agreement provides that, except as included in the Assumed Liabilities, upon the Closing, Buyer shall not be deemed to: (a) be the successor of or successor employer to Seller, including with respect to any employee benefit plans, under the Coal Act, and any common law successor liability; (b) have, de facto, or otherwise, merged with or into Seller; (c) be a mere continuation or substantial continuation of Seller or the enterprise(s) of Seller; or (d) be liable for any acts or omissions of Seller in the conduct of the Mining Activities or arising

MATERIAL TERMS OF THE WFR PURCHASE AGREEMENT	
	under or related to the Acquired Assets other than as set forth in this Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, the Parties intend that Buyer shall not be liable for any Liens (other than Permitted Encumbrances), including any tax liens, against Seller or any of its predecessors or Affiliates, and that Buyer 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, existing or hereafter arising, with respect to the Mining Activities, the Acquired Assets or any Liabilities of Seller arising prior to the Closing Date. The proposed Sale Order contains findings as to successor liability.
Sale Free and Clear of Unexpired Leases Local Rule 6004-1(b)(iv)(M)	The WFR Purchase Agreement provides that the Acquired will conveyed to WFR free and clear of all Encumbrances and Liabilities, other than Permitted Encumbrances. The WFR Purchase Agreement defines (a) “Encumbrances” to include any “interest”, as that term is used in section 363(f) of the Bankruptcy Code, charge, claim, right, demand, mortgage, pledge, lien, charge, restriction on transfer, other security or equity interest, or right of possession and (b) “Liabilities” to include any liability, whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due, including any liability for Taxes. In addition, the proposed Sale Order contains customary provisions regarding the sale of the Acquired Assets free and clear of liens, claims, interests and encumbrances and similar provisions regarding no successor liability.
Credit Bidding Local Rule 6004-1(b)(iv)(N)	As set forth above, the Purchase Price contains a Credit Bid. Nothing in the WFR Purchase Agreement, the Bidding Procedures or the Bidding Procedures Order limits credit bidding rights of any party.
Relief from Bankruptcy Rule 6004(h) Local Rule 6004-1(b)(iv)(O)	The Debtors believe that any Sale needs to be consummated as soon as practicable to preserve and maximize value. Accordingly, the Debtors request that any Sale Order approving the sale of the Acquired Assets and the assumption and assignment of the Assigned Contracts be effective immediately upon entry of such order and that the fourteen-day stay under Bankruptcy Rules 6004(h) and 6006(d) be waived.

<u>The Bid Deadline, Auction and Noticing</u>

22. As set forth above, the Debtors, through Sonoran, have already marketed the Acquired Assets and solicited indications of interest from potential bidders. However, in an

ongoing effort to obtain the highest and best offer for the Acquired Assets, the Debtors will continue to accept competing bids for the Acquired Assets through and including the Bid Deadline of July 11, 2025. In the event that the Debtors receive one or more competing bids by the Bid Deadline, the Debtors will hold an Auction on July 15, 2025. Sonoran has advised potentially interested bidders of the Bid Deadline and Auction date. In addition, as set forth below, a copy of this Motion will be served on potentially interested bidders.

23. The Debtors submit that these deadlines, coupled with the marketing process that has occurred to date, will allow the Debtors to solicit and identify bids from potential buyers that constitute the highest or otherwise best offer for the Acquired Assets on a schedule reflecting the Debtors' limited resources and cash availability. The Debtors further submit that time periods set forth herein are reasonable under the circumstances and will provide parties with sufficient time and information necessary to formulate a bid to purchase the Acquired Assets. In addition, the proposed sale timeline is informed, among other things, by (i) the fact that the universe of potential bidders for the Acquired Assets are finite (ii) the Debtors' marketing efforts to date, and (iii) the Debtors have limited liquidity to continue operating and administering these Chapter 11 Cases.

24. Maintaining the Sale timeline as currently proposed is necessary to the success of the Sale process and these Chapter 11 Cases. The Debtors have limited liquidity to run a sale process and continue administering these Chapter 11 Cases. The Debtors have designed the proposed Sale timeline to address these liquidity concerns, while also allowing the Debtors to conclude their Sale process for the Acquired Assets in an orderly, efficient, and value-maximizing way. Moreover, any extension of the Sale process beyond the timeline proposed, without the consent of the DIP Lenders, will result in the Debtors' breach of the DIP Facility, thereby jeopardizing the Debtors' ability to operate and continue administering these Chapter 11 Cases.

25. The Debtors will serve this Motion upon: (a) the U.S. Trustee; (b) counsel to Committee; (c) counsel to the DIP Term Loan Agent and certain DIP Term Loan Lenders; (d) counsel to certain DIP Term Loan participants; (e) counsel to the DIP Revolving Lender and the Prepetition Revolving Lender; (f) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002; (g) the Securities and Exchange Commission; (h) the Internal Revenue Service; (i) all other applicable government agencies to the extent required by the Bankruptcy Rules or the Local Rules; (j) all parties known to the Debtors to have asserted a lien or security interest against any of the Acquired Assets; (k) the West Virginia Department of Environmental Protection; (l) all state attorneys general in states where the Acquired Assets are located; (m) the West Virginia State Tax Department; (n) the Office of Surface Mining Reclamation and Enforcement; (o) the Sheriff of Greenbrier County; (p) all known creditors of South Fork; and (q) all parties who have indicated an interest in potentially submitting a bid for the Acquired Assets.

26. In addition The Debtors will post this Motion on the website of the Debtors' claims and noticing agent.

27. The Debtors submit that notice of this Motion as provided for herein (together the "Notice"), constitutes good and adequate notice of the Auction and Sale and the proceedings with respect thereto in compliance with, and satisfaction of, the applicable requirements of Bankruptcy Rule 2002. The Debtors propose that no other or further notice of the Auction and Sale shall be required and submit that the Notice is reasonably calculated to provide all interested parties with timely and proper notice of the proposed Sale, the Bid Deadline, and the Auction (if one is held).

<u>Assumption and Assignment Procedures</u>

28. The Debtors will comply with the following Assumption and Assignment Procedures for notifying the counterparties (each, a "<u>Counterparty</u>" and, collectively, the "<u>Counterparties</u>") with respect to the assumption and assignment of executory contracts or unexpired leases to which a Seller is a party (the "<u>Executory Contracts</u>"):

a. On or before the date that is three (3) business days after the filing of this Motion, the Debtors shall file the Cure Notice with the Court and serve the Cure Notice on each Counterparty to an Executory Contract which may be assumed and assigned in connection with the Sale.

b. The Cure Notice shall include, without limitation, the cure amount, if any, that the Debtors believe is required to be paid to the applicable Counterparty under section 365(b)(1)(A) and (B) of the Bankruptcy Code for each of the Executory Contracts in the event such Executory Contracts are assumed and assigned by the Debtors (the "<u>Cure Amount</u>"). If a Counterparty objects to (i) the assumption and assignment of the Counterparty's Executory Contract (including, without limitation, on the basis of lack of adequate assurance of future performance) or (ii) the Cure Amount for any of its Executory Contracts, the Counterparty must file with the Court and serve on the Objection Notice Parties (as defined herein) a written objection (a "<u>Contract Objection</u>") on or before the applicable objection deadline set forth in the Assumption and Assignment Procedures.

c. Any Contract Objection shall: (i) be in writing; (ii) comply with the Bankruptcy Rules and the Local Rules; (iii) be filed with the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 **<u>on or before 4:00 p.m. (prevailing Eastern Time) on July 11, 2025</u>** (the "<u>Contract Objection Deadline</u>"), and proof of service of such Contract Objection upon the Objection Notice Parties shall be filed with the Court as and when required by the Local Rules; (iv) be served upon the Objection Notice Parties; and (v) state with specificity the grounds for such objection, including, without limitation, the fully liquidated Cure Amount and the legal and factual bases for any unliquidated Cure Amount that the Counterparty believes is required to be paid under section 365(b)(1)(A) & (B) of the Bankruptcy Code for the Assigned Contract, along with the specific nature and dates of any alleged defaults, the pecuniary losses, if any, resulting therefrom, and the conditions giving rise thereto and any objection to the provision of adequate assurance of future performance by the WFR.

d. The "<u>Objection Notice Parties</u>" are as follows: (i) counsel to the Debtors, Chipman Brown Cicero & Cole LLP, 1313 N. Market Street, Suite 5400, Wilmington, DE 19801 (Attn: William E. Chipman, Jr.; email: chipman@chipmanbrown.com; and Alan M. Root; email: root@chipmanbrown.com); (ii) counsel to the DIP Term Loan Agent and the DIP Term Loan Lenders, Faegre Drinker Biddle & Reath LLP, 1177 Avenue of the Americas, 41st Floor, New York, NY 10036 (Attn: Laura E. Appleby; email: laura.appleby@faegredrinker.com); counsel to certain DIP Term Loan participants, Katten Muchin Rosenman LLP, 525 West Monroe Street, Chicago, Illinois 60661 (Attn: Peter P. Knight (peter.knight@katten.com); (iv) counsel to the DIP Revolving Lender and the Prepetition Revolving Lender, Bowen Law Group, PO Box 173442, Tampa, FL 33672 (Attn: Chad S. Bowen; email: chad@bowenlg.com); and Gellert Seitz Busenkell & Brown, LLC, 1201 N. Orange Street, Suite 300, Wilmington, DE 19801 (Attn: Michael Busenkell; email: mbusenkell@gsbblaw.com); (v) counsel to the Committee, Raines Feldman Littrell LLP, 824 N. Market Street, Suite 805, Wilmington, Delaware 19801 (Attn: Thomas J. Francella, Jr.; email: tfrancella@raineslaw.com); and (vi) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lock Box 35, Wilmington, Delaware 19801 (Attn: Joseph Cudia; email: joseph.cudia@usdoj.gov).

e. By the earlier of (a) 5 business hours after the close of the auction or (b) noon the day after the close of the auction, the Debtors shall file with the Court a notice identifying the Winning Bidder (a "Notice of Winning Bidder"), which shall set forth, among other things, (i) the Winning Bidder and Back-Up Bidder (if any) and the amount of each of the Winning Bid and the Back-Up Bid (if any), (ii) the Assigned Contracts (as defined herein), as determined at such time and subject to the provisions of subsection (j) of the Assumption and Assignment Procedures, and (iii) the proposed assignee(s) of such Assigned Contracts, and serve the Notice of Winning Bidder by overnight mail and, if available, electronic mail, upon each affected Counterparty and its counsel (if known).

f. At the Sale Hearing, the Debtors will seek Court approval of the assumption and assignment to the Winning Bidder of only those Executory Contracts, that have been selected by the Winning Bidder to be assumed and assigned (each, an "Assigned Contract," and collectively, the "Assigned Contracts").

g. If no Contract Objection is timely received with respect to an Assigned Contract: (i) the Counterparty to such Assigned Contract shall be deemed to have consented to the assumption by the Debtors and assignment to the Winning Bidder of the Assigned Contract, and be forever barred from asserting any objection with regard to such assumption and assignment (including, without limitation, with respect to adequate assurance of future performance by the Winning Bidder); (ii) any and all defaults under the Assigned Contract and any and all pecuniary losses related thereto shall be deemed cured and compensated pursuant to section 365(b)(1)(A) and (B) of the Bankruptcy Code; and (iii) the Cure Amount for such Assigned Contract shall be controlling, notwithstanding anything to the contrary in such Assigned Contract, or any other related document, and the Counterparty shall be deemed to have consented to the Cure Amount and shall be forever barred from asserting any other claims related to such Assigned Contract against the Debtors and their estates or the Winning Bidder, or the property of any of them, that existed prior to the entry of the Sale Order.

h. To the extent that the Debtors and a Counterparty are unable to consensually resolve any such Contract Objection prior to the commencement of the Sale Hearing, such Contract Objection will be adjudicated at the Sale Hearing or at such other date and time as may be determined by the Debtors, in consultation with the Winning Bidder, or otherwise fixed by the Court. To the extent that (i) the Debtors settle a Contract Objection or (ii) the Court enters an order resolving the Contract, and such settlement or order is not acceptable to the Winning Bidder, the Winning Bidder shall have the option to designate the relevant Executory Contract as no longer an Assigned Contract, in which case such Executory Contract shall not be assumed by the Debtors or assigned to the Winning Bidder, and neither the Debtors nor the Winning Bidder shall be responsible for any Cure Amounts related to such Contract.

i. Notwithstanding anything to the contrary herein, if, after the Sale Hearing or the entry of the Sale Order, additional executory contracts or unexpired leases of the Debtors are determined to be Assigned Contracts, as soon as practicable thereafter, the Debtors shall file with the Court and serve, by regular mail, on the Counterparties a Cure Notice, and such Counterparties shall file any Contract Objections (including, without limitation, with respect to adequate assurance of future performance of the Winning Bidder and the Cure Amount) not later than seven (7) days thereafter. If no Contract Objection is timely received, the Debtors shall be authorized to assume and assign such Assigned Contracts to the Winning Bidder, without further notice to creditors or other parties in interest and without the need for further order of the Court, and such assumption and assignment shall be subject to the terms of the Sale Order.

Basis for Relief

I. The Sale is Appropriate Under Section 363(b)(1) of the Bankruptcy Code, is in the Best Interests of the Debtors' Estates, and Should Be Approved

29. Section 363(b) of the Bankruptcy Code provides, in relevant part, that after notice and a hearing, a trustee may sell property of the estate outside the ordinary course of business. 11 U.S.C. § 363(b)(1). This Court's power under section 363 of the Bankruptcy Code is supplemented by section 105(a) of the Bankruptcy Code, which provides in relevant part: "[t]he

Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Pursuant to Bankruptcy Rule 6004(f)(1), sales of property may be by private sale or public auction. The paramount goal of either process is to maximize value under the circumstances. *See In re Mushroom Transp. Co.*, 382 F.3d 325, 339 (3d Cir. 2004); *see also CFTC v. Weintraub*, 471 U.S. 343, 352 (1985) (same); *Cadle Co. v. Mims* (*In re Moore*), 608 F.3d 253, 263 (5th Cir. 2010) (same).

30. Courts review a debtor's decision to use, sell, or lease property out of the ordinary course under the business judgment rule and courts have made clear that a debtor's business judgment is entitled to substantial deference with respect to the procedures to be used in selling assets from its estate. *See*, *e.g.*, *In re Culp*, 550 B.R. 683, 697 (D. Del. 2015) ("In evaluating whether a sound business purpose justifies sale of property under Section 363, courts consider a variety of factors, which essentially represent a 'business judgment' test."); *In re Montgomery Ward Holding Corp.*, 242 B.R. 147, 153 (D. Del. 1999); *In re Phx. Steel Corp.*, 82 B.R. 334, 335–36 (Bankr. D. Del. 1987). This standard prohibits other parties from second-guessing the debtor's business judgment if the debtor has shown that the proposed use will benefit the debtor's estate. *See In re Johns-Manville Corp.*, 60 B.R. 612, 616 (Bankr. S.D.N.Y. 1986) ("Where the debtor articulates a reasonable basis for its business decisions (as distinct from a decision made arbitrarily or capriciously), courts will generally not entertain objections to the debtor's conduct."); *see also In re Tower Air, Inc.*, 416 F.3d 229, 238 (3d Cir. 2005) ("Overcoming the presumptions of the business judgment rule on the merits is a near Herculean task.").

31. The Debtors, in their business judgment, believe that the sale of the Acquired Assets to WFR, or such other Winning Bidder after an Auction, maximizes value under the circumstances. The Debtors' decision to move forward with a sale at this time is supported by, among other things,

the value that WFR (or another Winning Bidder) will provide, the marketing process run to-date, and the Debtors' limited remaining resources to run a sale process and administer these chapter 11 cases. By completing a sale, the Debtors will ensure that the South Fork Mine can continue to operate as a going concern, and, critically, retain jobs for the Debtors remaining employees. A sale will also ensure that vendors and creditors have an ongoing counterparty with which they can conduct future business. Absent a sale at this time, the Debtors likely will face continuing liquidity issues and will likely be required to convert these cases to chapter 7.

II. The Form and Manner of Notice of the Bid Deadline, the Auction and Sale Hearring Are Adequate

32. Pursuant to Bankruptcy Rule 2002(a), the Debtors are required to provide creditors with 21 calendar days' notice of a hearing where the Debtors will seek to use, lease, or sell property of the estate outside the ordinary course of business. Bankruptcy Rule 2002(c) requires any such notice to include the date of the Auction and the hearing and the deadline for filing any objections to the relief requested therein.

33. The Debtors submit that the Notice described above constitutes good and adequate notice of the Bid Deadline, the Auction and Sale and the proceedings with respect thereto in compliance with, and satisfaction of, the applicable requirements of Bankruptcy Rule 2002. Accordingly, no further notice is necessary.

III. The Sale of the Acquired Assets Free and Clear of Liens, Claims, Interests and Encumbrances is Appropriate under Section 363(f) of the Bankruptcy Code

34. The Debtors further submit that it is appropriate to sell the Acquired Assets free and clear of any liens, claims, encumbrances or interests in such property pursuant to section 363(f) of the Bankruptcy Code, with any such liens attaching to the net sale proceeds of the Acquired Assets to the same extent and with the same priority as such liens held against the Acquired Assets immediately prior to the Sale. Section 363(f) of the Bankruptcy Code authorizes a debtor to sell

assets free and clear of an entity's liens if: (i) such a sale is permitted under applicable non-bankruptcy law; (ii) the party asserting such a lien, claim, or interest consents to such sale; (iii) the interest is a lien and the purchase price for the property is greater than the aggregate amount of all liens on the property; (iv) the interest is the subject of a *bona fide* dispute; or (v) the party asserting the lien, claim, or interest could be compelled, in a legal or equitable proceeding, to accept a money satisfaction for such interest.

35. Section 363(f) of the Bankruptcy Code is drafted in the disjunctive, therefore, satisfaction of any one of its five requirements will suffice to permit the sale of the Assets "free and clear" of liens. *In re Decora Indus., Inc.*, No. 00-4459 (JJF), 2002 WL 32332749, at *7 (D. Del. May 20, 2002) ("Because §363(f) is drafted in the disjunctive, the satisfaction of any of the requirements outlined is sufficient to warrant Debtors' sale of the Assets free and clear of all Liens."); *Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (Bankr. E.D. Pa. 1988) (same). Furthermore, courts have held that they have the equitable power to authorize sales free and clear of interests that are not specifically covered by section 363(f). *See, e.g., In re Trans World Airlines, Inc.*, 2001 WL 1820325 at *3, 6 (Bankr. D. Del. March 27, 2001); *Volvo White Truck Corp. v. Chambersburg Beverage, Inc. (In re White Motor Credit Corp.)*, 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987). Accordingly, section 363(f) of the Bankruptcy Code authorizes the sale of the Acquired Assets free and clear of any such liens, claims, interests, and encumbrances

36. The Debtors believe that one or more of the tests of section 363(f) of the Bankruptcy Code are satisfied with respect to the transfer of the Acquired Assets. The Debtors will provide notice of, and an opportunity to object to, the sale to all parties known to the Debtor to hold a lien on all, or a portion of, the Acquired Assets. Absent objection, each such party will be deemed to

have consented to the sale of the Acquired Assets. The Debtors submit, and to the extent necessary will demonstrate at the Sale Hearing, that the sale of the Acquired Assets free and clear of all liens, claims, interests, and encumbrances will satisfy one or more of the requirements under section 363(f) of the Bankruptcy Code.

37. It is also appropriate to sell the Acquired Assets free and clear of successor liability relating to the Debtors' business. Such limitations on successor liability ensure that the Winning Bidder is protected from any claims or lawsuits premised on the theory that the Winning Bidder is the successor in interest to one or more of the Debtors. Courts have held that a buyer of a debtor's assets pursuant to a section 363 sale takes free and clear from successor liability relating to the debtor's business. *See, e.g., In re Trans World Airlines, Inc.*, 322 F.3d 283, 288-90 (3d Cir. 2003) (sale of assets pursuant to section 363(f) barred successor liability claims for employment discrimination and rights under travel voucher program); *In re Leckie Smokeless Coal Co.*, 99 F.3d 573, 585 (4th Cir. 1996) (affirming the sale of debtors' assets free and clear of certain taxes); *In re Ormet*, 2014 WL 3542133 (Bankr. D. Del. July 17, 2014) (permitting a sale free and clear of successor liability claims relating to an under-funded pension plan); *In re Insilco Techs., Inc.*, 351 B.R. 313, 322 (Bankr. D. Del. 2006) (stating that a 363 sale permits a buyer to take ownership of property without concern that a creditor will file suit based on a successor liability theory).

IV. The Winning Bidder Should Be Entitled to the Protections of Section 363(m) of the Bankruptcy Code.

38. Pursuant to section 363(m) of the Bankruptcy Code, a good faith purchaser is one who purchases assets for value, in good faith, and without notice of adverse claims. *See, e.g.*, *In re Mark Bell Furniture Warehouse, Inc.*, 992 F.2d 7, 8 (1st Cir. 1993); *In re Willemain v. Kivitz*, 764 F.2d 1019, 1023 (4th Cir. 1985); *In re Congoleum Corp.*, No. 03-51524, 2007 WL 1428477, *2 (Bankr. D. N.J. May 11, 2007); *Abbotts Dairies of Pa.*, 788 F.2d 143, 147 (3d Cir. 1986).

39. Any agreement consummating a Sale will be negotiated at arm's length by sophisticated parties, each represented by their own advisors. Accordingly, the Debtors request that the Sale Order include a provision that the Winning Bidder for the South Fork Assets is a "good faith" purchaser within the meaning of Bankruptcy Code section 363(m). The Debtors believe that providing any Winning Bidder with such protection will ensure that the maximum price will be received by the Debtors for the South Fork Assets and closing of the same will occur promptly.

V. Assumption and Assignment of Executory Contracts and Unexpired Leases Should Be Authorized.

40. Section 365(a) of the Bankruptcy Code provides that a debtor in possession "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." Courts employ the business judgment standard in determining whether to approve a debtor's decision to assume or reject an executory contract or unexpired lease. *See, e.g.*, *In re HQ Glob. Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003) (finding that debtor's decision to assume or reject an executory contract is governed by a business judgment standard and may only be overturned if the decision is a product of bad faith, whim, or caprice); *In re Market Square Inn, Inc.*, 978 F.2d 116, 121 (3d Cir. 1992) (stating that assumption or rejection of lease "will be a matter of business judgment by the bankruptcy court").

41. The "business judgment" test in this context "requires only that the trustee [or debtor in possession] demonstrate that [assumption] or rejection of the contract will benefit the estate." *In re Wheeling-Pittsburgh Steel Corp*, 72 B.R. 845, 846 (Bankr. W.D. Pa. 1987); *see also Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989). Any further requirement would slow the administration of the debtor's estate, increase costs, and interfere with the Bankruptcy Code's provision for private control of administration of the estate. Prior to

assuming an executory contract, however, section 365(b)(1) of the Bankruptcy Code requires that any outstanding defaults under the contracts to be assumed be cured or that the Debtors provide adequate assurance that such defaults will be promptly cured.

42. The Debtors respectfully submit that, prior to any assumption of an Assigned Contract, the Debtors and/or a Winning Bidder will cure any amounts necessary to assume the Assigned Contract. Indeed, as required by the Bankruptcy Code, the Debtors' assumption and assignment of the Assigned Contracts will be contingent upon payment or reserve of Cure Amount in connection with the Sale.

43. Once an executory contract is assumed, the Bankruptcy Code provides that the Debtors may elect to assign such contract. *See In re Rickel Home Center, Inc.*, 209 F.3d 291, 299 (3d Cir. 2000) ("The Code generally favors free assignability as a means to maximize the value of the debtor's estate."). Pursuant to section 365(f)(2) of the Bankruptcy Code, a debtor may assign an executory contract or unexpired lease of nonresidential real property if "adequate assurance of future performance by the assignee of such contract or lease is provided."

44. Each affected Counterparty will have an opportunity to object to the ability of the Winning Bidder to provide adequate assurance as provided above. To the extent necessary, the Debtors will present facts at the Sale Hearing to show the financial wherewithal, willingness and ability of the Winning Bidder to perform under the Executory Contracts that it wishes for the Debtors to assume and assign.

45. Accordingly, the Debtors request approval under section 365 of the Bankruptcy Code of the Debtors' assumption and assignment of the Assigned Contracts in connection with the Sale. The Debtors further request that the Sale Order provide that the Assigned Contracts will be transferred to, and remain in full force and effect for the benefit of, the Winning Bidder

notwithstanding any provisions in the Assigned Contracts, including those described in sections 365(b)(2) and (f)(1) and (f)(3) of the Bankruptcy Code that prohibit such assignment.

Waiver of the Automatic Fourteen-Day Stay Under Bankruptcy Rules

46. Pursuant to Bankruptcy Rule 6004(h), unless the Court orders otherwise, all orders authorizing the sale of property pursuant to section 363 of the Bankruptcy Code are automatically stayed for fourteen days after entry of the order. *See* Fed. R. Bankr. P. 6004(h). Similarly, under Bankruptcy Rule 6006(d), unless the Court orders otherwise, all orders authorizing the assignment of executory contracts or unexpired leases are automatically stayed for fourteen days after entry of the order.

47. Although Bankruptcy Rule 6004(h) and 6006(d) and the Advisory Committee Notes thereto are silent as to when a court should "order otherwise" and eliminate or reduce the 14-day stay period, Collier on Bankruptcy suggests that the stay period should be eliminated to allow a sale or other transaction to close immediately where there has been no objection to the procedure. 10 *Collier on Bankruptcy* ¶ 6004.09 (15th ed. 1999). Furthermore, Collier on Bankruptcy provides that if an objection is filed and overruled, and the objecting party informs the court of its intent to appeal, the stay may be reduced to the amount of time necessary to file such appeal. *Id.*

48. To preserve and maximize the value of the Acquired Assets, and to avoid ongoing administrative expenses, the Debtors need to close the Sale as quickly as possible. To that end, the WFR Purchase Agreement contemplates a Closing by July 22, 2025. Accordingly, waiver of any applicable stays afforded by the Bankruptcy Rules is appropriate under the facts and circumstances of these cases.

Notice

49. As stated above, the Debtors will provide notice of this Motion to (a) the U.S. Trustee; (b) counsel to the Committee (c) counsel to the DIP Term Loan Agent and certain DIP Term Loan Lenders; (d) counsel to certain DIP Term Loan participants; (e) counsel to the DIP Revolving Lender and the Prepetition Revolving Lender; (f) those persons who have formally appeared in these Chapter 11 Cases and requested service pursuant to Bankruptcy Rule 2002; (g) the Securities and Exchange Commission; (h) the Internal Revenue Service; (i) all other applicable government agencies to the extent required by the Bankruptcy Rules or the Local Rules; (j) all parties known to the Debtors to have asserted a lien or security interest against any of the Acquired Assets; (k) the West Virginia Department of Environmental Protection; (*l*) all state attorneys general in states where the Acquired Assets are located; (m) the West Virginia State Tax Department; (n) the Office of Surface Mining Reclamation and Enforcement; (o) the Sheriff of Greenbrier County; (p) all known creditors of South Fork; and (q) all parties who have indicated an interest in potentially submitting a bid for the Acquired Assets. .

50. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[*Remainder of Page Intentionally Left Blank*]

WHEREFORE, the Debtors respectfully request (i) entry of the Sale Order, substantially in the form attached hereto as **Exhibit A**, and (iii) such other and further relief as is just and proper.

Dated: June 27, 2025
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Alan M. Root

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Counsel to the Debtors and Debtors in Possession

EXHIBIT A

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: White Forest Resources, Inc., *et al.*, Debtors.[1]	Chapter 11 Case No. 25-10195 (TMH) (*Jointly Administered*) **Related Docket No.**

ORDER (I) AUTHORIZING (A) SALE OF SOUTH FORK ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES AND INTERESTS AND (B) THE DEBTORS' ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (II) GRANTING RELATED RELIEF

Upon the *Debtors' Motion Seeking Entry of an Order (I) Approving the Sale of the Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances, (II) Approving Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* [Docket No. ___] (the "Motion")[2] of the above-captioned debtors and debtors in possession (collectively, the "Debtors")[3] for entry of an order (this "Order"), among other things, (a) authorizing the sale (the "Sale") of the Acquired Assets (as defined and described in the Purchase Agreement (as defined below)) to ______, the "Buyer"), pursuant to the Asset Purchase Agreement dated _______, 2025 (as amended), attached hereto as **Exhibit 1** and incorporated

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: White Forest Resources, Inc. (3764); Xinergy Corp. (3865); Xinergy of West Virginia, Inc. (2401); Shenandoah Energy, LLC (6770); South Fork Coal Company, LLC (3113); Bull Creek Processing Company, LLC (0894); Raven Crest Mining, LLC (0122); Brier Creek Coal Company, LLC (9999); Raven Crest Contracting, LLC (7796); Raven Crest Leasing, LLC (7844); and Raven Crest Minerals, LLC (7746). The Debtors' service address is 1295 Ashford Hill Rd., Ashford, WV 25009.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Purchase Agreement (as defined herein), as applicable; *provided* that in the event of any conflict with respect to the meaning of a capitalized term between the Motion and the Purchase Agreement, the meaning ascribed to such term in the Purchase Agreement shall control.

[3] All references to the "Debtors" shall include the debtors and their estates.

herein by reference as if set forth herein (together with all other documents contemplated thereby, as such agreement has been or may be amended, restated or supplemented, the "Purchase Agreement"), free and clear of all Liens, Claims, and Interests (each as defined below) with the exceptions of the Assumed Liabilities and Permitted Encumbrances (each as defined in the Purchase Agreement); (b) authorizing the assumption and assignment of certain executory contracts and unexpired leases to the Buyer; and (c) granting related relief, all as more fully set forth in the Motion; and [the auction (the "Auction") for the Acquired Assets, if any, having been held on July 15, 2025]; and the Buyer's bid having been declared the Winning Bid; and the Debtors having filed the *Notice of Winning Bidder* [Docket No. ____] identifying the Buyer as the Winning Bidder for the Acquired Assets; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors and their estates, their creditors, and all other parties in interest; and the Court having jurisdiction to consider the matters raised in the Motion pursuant to 28 U.S.C. § 1334; and the Court having authority to hear the matters raised in the Motion pursuant to 28 U.S.C. § 157; and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and consideration of the Motions and the requested relief being a core proceeding that the Court can determine pursuant to 28 U.S.C. § 157(b)(2)(A), (M), (N) and (O); and due and proper notice of the Motion and the hearing to consider the Motion having been given, and it appearing that no other or further notice need be provided; and the Court having reviewed and considered the Motion and the *Declaration of Matthew Foster in Support of the Sale of the South Fork Assets* [Docket No. ____] (the "Sale Declaration"); and the Court having held a hearing to consider the Motion (the "Sale Hearing") at which time all interested parties were offered an opportunity to be heard regarding the Motion, the Purchase Agreement and the transactions contemplated by the Purchase Agreement (the "Transactions"); and the Court having found that the relief requested in the Motion is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest; and the Court having reviewed and considered the objections, if any, to the Motion (collectively, the "Objections"); and based upon and as demonstrated by the Sale Declaration, the evidence proffered or adduced at the Sale Hearing, and the arguments of counsel made on the record at the Sale Hearing; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, **IT IS HEREBY FOUND AND DETERMINED THAT**:

Findings of Fact and Conclusions of Law

A. The findings of fact and conclusions of law herein constitute the Court's findings of fact and conclusions of law for the purposes of Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent any findings of facts are conclusions of law, they are adopted as such. To the extent any conclusions of law are findings of fact, they are adopted as such.

Jurisdiction and Venue

B. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. Without limiting the generality of the foregoing, this Court has exclusive *in rem* jurisdiction over the Acquired Assets pursuant to 28 U.S.C. § 1334(e), as such Acquired Assets are property of the Debtors' chapter 11 estates, and, as a result of such jurisdiction, this Court has all necessary power and authority to grant the relief contained herein. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (N). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

Statutory Predicates

C. The statutory and other legal bases for the relief requested in the Motion are sections 105(a), 363, and 365 of the Bankruptcy Code, as supplemented by Bankruptcy Rules 2002, 6004, 6006, 9007, 9008 and 9014. The consummation of the Transactions contemplated by the Purchase 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 the Debtors and the Buyer and their affiliates have complied with all of the applicable requirements of such sections and rules in respect of the Transactions.

Notice

D. As evidenced by the affidavits and/or certificates of service filed with the Court, proper, timely, adequate, and sufficient notice of the Motion, the Bid Deadline, the Auction, the Sale (and the Transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the executory contracts and unexpired leases specified as of the date hereof pursuant to the Purchase Agreement (collectively, the "Assigned Contracts"), the Cure Costs (as defined below), the Sale Hearing, and all deadlines related thereto, has been provided, as relevant, in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9007, 9008, and 9014, and in compliance with the Bidding Procedures Order, to all interested persons and entities.

E. The Debtors served notices the *Notice of (I) Potential Assumption and Assignment of Contracts and (II) Cure Amounts and Adequate Assurance in Connection Therewith* [Docket No. ___] (the "Notice of Assumption and Assignment"), identifying, among other things, the Cure Costs (as defined below). The Debtors served the Notice of Assumption and Assignment on each of the non-Debtor counterparties to the Assigned Contracts. The service of the Notice of Assumption and Assignment was sufficient under the circumstances, and no further notice need be provided in respect of the Debtors' assumption and assignment to the Buyer of the Assigned Contracts or the Cure Costs. All non-Debtor counterparties to the Assigned Contracts have had an adequate opportunity to object to the assumption and assignment of the Assigned Contracts and the Cure Costs.

F. The notice described in the foregoing paragraphs is good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Bid Deadline Procedures, the Auction, the Sale (and the Transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts, the Cure Costs, the Sale Hearing, and all deadlines related thereto is or shall be required.

Marketing and Sale Process

G. The Sale of the Acquired Assets to the Buyer is duly authorized pursuant to sections 363(b)(1) and 363(f) of the Bankruptcy Code and Bankruptcy Rule 6004(f). As demonstrated by (i) evidence proffered or adduced at the Sale Hearing or submitted by declaration in advance of the Sale Hearing and (ii) the representations of counsel made on the record at the Sale Hearing, the Debtors and their professionals, agents, and other representatives have conducted all aspects of the sale process, including the solicitation of bids for an Auction, in good faith. The Bid Deadline and the Auction were duly noticed. [The Auction was conducted in good faith and without collusion.]

H. The Debtors' determinations that the offer reflected in the Purchase Agreement constitutes the highest or otherwise best offer for the Acquired Assets and that the Sale Transaction and the Purchase Agreement maximize value for the benefit of the Debtors' estates under the circumstances are valid and sound exercises of the Debtors' business judgment.

I. The Debtors have demonstrated good, sufficient, and sound business purposes and justifications for consummation of the Sale and Transactions contemplated by the Purchase Agreement in accordance with the requirements of section 363(b) of the Bankruptcy Code.

J. The Purchase Agreement provides fair and reasonable terms for the purchase and sale of the Acquired Assets, and reasonable opportunity has been given to any interested party to make a higher or otherwise better offer for the Acquired Assets.

K. Approval of the Purchase Agreement pursuant to sections 105(a) and 363 of the Bankruptcy Code is necessary to maximize the value of the Acquired Assets under the circumstances.

L. Neither the Purchase Agreement nor the Transactions contemplated thereunder constitute a *sub rosa* chapter 11 plan. The Purchase Agreement does not specify the terms of, or any distributions under, any subsequent chapter 11 plan by the Debtors (other than provisions that are consistent with the sale of the Acquired Assets under the Purchase Agreement and the relief granted hereunder).

M. Approval of the Motion and the Purchase Agreement, and the prompt consummation of the Transactions contemplated thereby, will maximize the value of the Acquired Assets under the circumstances and are in the best interests of the Debtors, their chapter 11 estates, their creditors, and other parties in interest.

N. (i) The Purchase Agreement and total consideration to be provided by the Buyer thereunder constitutes the highest or otherwise best offer received by the Debtors for the Acquired Assets, (ii) the Purchase Agreement and the completion of the Transactions will present the best opportunity to realize the value of the Acquired Assets and avoid further decline and devaluation of the Acquired Assets; (iii) there is risk of deterioration of the value of the Acquired Assets if the Sale is not consummated promptly; and (iv) the Purchase Agreement and the consummation of the Transactions will provide greater value to the Debtors' estates than would be provided by any other presently available alternative.

O. The total consideration to be provided by the Buyer under the Purchase Agreement constitutes (i) fair value, (ii) fair, full, and adequate consideration, (iii) reasonably equivalent value, and (iv) reasonable market value for the Acquired Assets for purposes of the Bankruptcy

Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, and any other applicable laws of the United States, any state, territory, or possession thereof or the District of Columbia.

P. The terms of the Purchase Agreement and the Transactions contemplated therein are fair and reasonable under the circumstances of the Debtors' businesses and these Chapter 11 Cases.

Corporate and Organizational Authority

Q. The Debtors (i) have full corporate and other organizational power and authority to execute the Purchase Agreement and all other documents contemplated thereby, and the Sale to the Buyer has been duly and validly authorized by all necessary corporate and other organizational action, (ii) have all of the corporate and other organizational power and authority necessary to consummate the Sale and the Transactions contemplated by the Purchase Agreement, (iii) have taken all corporate and other organizational action necessary to authorize and approve the Purchase Agreement and the consummation by the Debtors of the Sale and the Transactions contemplated thereby, and (iv) require no consents or approvals, other than those expressly provided for in the Purchase Agreement, to consummate the Transactions.

Highest and Best Offer; Business Judgment

R. The Debtors have demonstrated a sufficient basis to enter into the Purchase Agreement, sell the Acquired Assets on the terms outlined therein, and assume and assign the Assigned Contracts to the Buyer under sections 363 and 365 of the Bankruptcy Code. All such actions are appropriate exercises of the Debtors' business judgment and in the best interests of the Debtors, their creditors, their estates and other parties in interest. Approval of the Sale pursuant to the Purchase Agreement at this time is in the best interests of the Debtors, their creditors, their estates, and all other parties in interest.

S. The offer of the Buyer, upon the terms and conditions set forth in the Purchase Agreement, including the total consideration to be realized by the Debtors thereunder, (i) is the highest and best offer received by the Debtors, (ii) is in the best interests of the Debtors, their creditors, their estates and other parties in interest and (iii) constitutes full and adequate consideration, is fair and reasonable and constitutes reasonably equivalent value, fair consideration, and fair value for the Acquired Assets under the Bankruptcy Code, the Uniform Fraudulent Transfer Act, and under the laws of the United States, any state, territory, possession, or the District of Columbia. Taking into consideration all relevant factors and circumstances, no other entity has offered to purchase the Acquired Assets for greater economic value to the Debtors or their estates.

T. There has been no showing that any of the Debtors or Buyer (i) has entered into the Purchase Agreement or proposes to consummate the Transactions for the purposes of hindering, delaying, or defrauding the Debtors' present or future creditors or (ii) is entering into the Purchase Agreement or proposing to consummate the Transactions fraudulently, for the purpose of statutory or common law fraudulent conveyance and fraudulent transfer claims, whether 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 jurisdiction with laws substantially similar to the foregoing.

U. The sale of the Acquired Assets outside a chapter 11 plan pursuant to the Purchase Agreement neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates the terms of a chapter 11 plan of the Debtors.

Opportunity to Object

V. A reasonable opportunity to object or be heard with respect to the Motion, the Sale (and the Transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts, the Cure Costs, the Sale Hearing, and all deadlines related thereto has been afforded to all interested persons and entities.

Good Faith Purchaser; Arm's Length Sale

W. The Purchase Agreement was negotiated, proposed, and entered into by the Debtors and the Buyer without collusion, in good faith, and from arm's length bargaining positions. Neither the Debtors, the Buyer, nor any parent or affiliate of the Buyer has engaged in any conduct that would cause or permit the Purchase Agreement or the Sale to be avoided under section 363(n) of the Bankruptcy Code.

X. The Buyer is a good-faith purchaser under section 363(m) of the Bankruptcy Code and, as such, is entitled to all of the protections afforded thereby.

Free and Clear Transfer Required by Buyer

Y. The Buyer would not have entered into the Purchase Agreement and would not consummate the Sale, if each of the Sale and the assumption and assignment of the Acquired Assets and Assigned Contracts to the Buyer were not free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (except as otherwise set forth in the Purchase Agreement).

Z. As of the Closing, pursuant and subject to the terms of the Purchase Agreement and this Order, the transfer of the Acquired Assets and of the Assumed Liabilities and the Sale will effect a legal, valid, enforceable, and effective transfer of the Acquired Assets and will vest the Buyer with all of the Debtors' rights, title, and interests in the Acquired Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (except as set forth in the Purchase Agreement).

AA. The Buyer is not a mere continuation of the Debtors or their estates, and there is no continuity of enterprise between the Buyer and the Debtors. The Buyer is not holding itself out to the public as a continuation of any of the Debtors or their respective estates. The Buyer is not a successor to any of the Debtors or their estates, and the Sale does not amount to a consolidation, merger, or *de facto* merger of the Buyer and any of the Debtors.

Satisfaction of Section 363(f)

BB. The Debtors may sell the Acquired Assets free and clear of any and all Liens, Claims, and Interests of any kind or nature whatsoever (except as set forth in the Purchase Agreement), including any rights or claims based on any putative successor or transferee liability, as set forth herein, because, in each case, one or more of the standards set forth in section 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. All parties in interest, including, without limitation, any holders of Liens, Claims, and/or Interests, and any non-Debtor counterparties to the Assigned Contracts, that did not object, or who withdrew their objection, to the Sale, the Motion, the assumption and assignment of the applicable Assigned Contract, or the associated Cure Cost are deemed to have consented to the relief granted herein pursuant to section 363(f)(2) of the Bankruptcy Code.

Assigned Contracts

CC. The Debtors have demonstrated (i) that it is an exercise of their sound business judgment to assume and assign the Assigned Contracts to the Buyer in each case in connection with the consummation of the Sale and (ii) that the assumption and assignment of the Assigned Contracts to the Buyer is in the best interests of the Debtors, their estates, and creditors, and other parties in interest. The Assigned Contracts being assigned to the Buyer are an integral part of the Acquired Assets being purchased by the Buyer and, accordingly, such assumption, assignment, and cure of any defaults under the Assigned Contracts are reasonable and enhance the value of the Debtors' estates. Any non-Debtor counterparty to an Assigned Contract that has not actually filed with the Court an objection to such assumption and assignment in accordance with the terms of the Motion is deemed to have consented to such assumption and assignment.

Cure Costs and Adequate Assurance

DD. The Debtors and the Buyer, as applicable, have, including by way of entering into the Purchase Agreement, and agreeing to the provisions therein relating to the Assigned Contracts, (i) cured, or provided adequate assurance of cure, of any default existing prior to the date hereof under any of the Assigned Contracts within the meaning of section 365(b)(1)(A) of the Bankruptcy Code and (ii) provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof under any of the Assigned Contracts within the meaning of section 365(b)(1)(B) of the Bankruptcy Code and the Buyer has, based upon the record of these proceedings, including the evidence adduced at the Sale Hearing or submitted in advance by declaration, provided adequate assurance of its future performance of and under the Assigned Contracts pursuant to sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code. The Buyer's agreement under the Purchase Agreement to perform the obligations under the Assigned Contracts after the Closing shall constitute adequate assurance of future performance under the Assigned Contracts being assigned to the Buyer within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. The Cure Costs are hereby found to be the sole amounts necessary to cure any and all defaults under the Assigned Contracts under section 365(b) of the Bankruptcy Code.

Time Is of the Essence; Waiver of Stay

EE. Time is of the essence in consummating the Sale. In order to maximize the value of the Acquired Assets, it is essential that the sale and assignment of the Acquired Assets occur within the time constraints set forth in the Purchase Agreement. Accordingly, there is cause to waive the stays contemplated by Bankruptcy Rules 6004 and 6006.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

Motion is Granted

1. The relief requested by the Motion is granted as set forth herein.

Objections Overruled

2. All objections to the entry of this Order or to the relief granted herein, whether filed, stated on the record before this Court or otherwise, which have not been withdrawn, waived, or settled, and all reservations of rights included therein, are denied and overruled on the merits.

3. Notice of the Motion, the Bid Deadline, the Auction, the Sale (and the Transactions contemplated in connection therewith), the assumption and assignment to the Buyer of the Assigned Contracts, the Cure Costs, the Sale Hearing, and all deadlines related thereto was fair and equitable under the circumstances and complied in all respects with section 102(1) of the Bankruptcy Code and Bankruptcy Rules 2002, 6004 and 6006.

Approval of the Purchase Agreement

4. The Purchase Agreement, including all of the terms and conditions thereof, is hereby approved. Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Debtors are authorized to take any and all actions necessary to fulfill their obligations under, and comply with the terms of, the Purchase Agreement and to consummate the Sale pursuant to and in accordance with the terms and conditions of the Purchase Agreement and this Order, without further leave of the Court. The Debtors are further authorized to pay, without further order of this Court, whether before, at, or after the Closing, any expenses or costs, if any, that are required to be paid to consummate the Transactions contemplated by the Purchase Agreement, as set forth in the Purchase Agreement and this Order, or otherwise perform their obligations under the Purchase Agreement and this Order.

5. The Debtors are authorized, in accordance with the Purchase Agreement, to execute and deliver, and empowered to perform under, consummate, and implement, the Purchase Agreement, together with all additional instruments, documents, and other agreements contemplated by the Purchase Agreement (including any Transition Services Agreement) or that may otherwise be reasonably necessary or desirable to implement the Purchase Agreement, and to take all further actions as may be reasonably requested by the Buyer for the purpose of assigning, transferring, granting, conveying, and conferring to the Buyer or reducing to possession, the Acquired Assets, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the Purchase Agreement.

Binding Effect of Order

6. This Order and the Purchase Agreement shall be binding upon all creditors of, and equity holders in, the Debtors and any and all other parties in interest, including, without limitation, any and all holders of Liens, Claims, and Interests (including holders of any rights or claims based on any putative successor or transferee liability) of any kind or nature whatsoever, all non-Debtor parties to the Assigned Contracts, the Buyer, the Debtors and their affiliates and subsidiaries, and any trustee or successor trustee appointed in the Debtors' Chapter 11 Cases or upon a conversion to cases under chapter 7 under the Bankruptcy Code.

Amendments to the Purchase Agreement

7. The Purchase Agreement and any related agreements, documents, or other instruments may be modified, amended, supplemented, or restated by the parties thereto in a writing signed by such parties and in accordance with the terms thereof, without further order of this Court, provided that any such modification, amendment, supplement, or restatement does not have a material adverse effect on the Debtors' estates. The Purchase Agreement and this Order and the Debtors' and Buyer's obligations therein and herein shall not be altered, amended, rejected,

discharged, or otherwise affected by any chapter 11 plan proposed or confirmed in these bankruptcy cases or any other relief sought from or granted by the Court without the prior written consent of the Buyer.

Transfer of the Acquired Assets Free and Clear

8. The Buyer shall assume and be liable for only those liabilities assumed pursuant to the Purchase Agreement. Except as expressly permitted or otherwise specifically provided for in the Purchase Agreement or this Order, pursuant to sections 105(a), 363(b), 363(f), and 365(b) of the Bankruptcy Code, upon the Closing, all of the Debtors' right, title and interest in and to the Acquired Assets shall be transferred to the Buyer free and clear of any and all Liens, Claims, and Interests of any kind or nature whatsoever, with such Liens, Claims and Interests to attach to the proceeds of such transfer to the same extent and with the same priority as such Liens, Claims and Interests had in the Acquired Assets, subject to any claims and defenses the Debtors' estates may possess with respect thereto. For purposes of this Order, "Liens," "Claims," and "Interests" shall mean, respectively:

a. any and all Encumbrances, charges, liens (statutory or otherwise), claims, mortgages, leases, subleases, hypothecations, deeds of trust, pledges, security interests, options, hypothecations, rights of use or possession, rights of first offer or first refusal (or any other type of preferential arrangement), rights of consent, rights of offset and setoff (but only to the extent not actually taken pre-petition), successor or transferee liability, easements, servitudes, restrictive covenants, interests or rights under any operating agreement, encroachments, encumbrances, restrictions on transferability of any type, any dedication under any gathering, transportation, treating, purchasing or similar agreement that is not assumed by or assigned to the Buyer, any rights that purport to give any party a right or option to effect any forfeiture, modification, right of first offer or first refusal, or consents, or termination of the Debtors' or the Buyer's interest in the Acquired Assets, any similar rights, and third-party interests or any other restrictions or limitations of any kind with respect to the Acquired Assets (collectively, "<u>Liens</u>");

b. any and all claims as defined in section 101(5) of the Bankruptcy Code and jurisprudence interpreting the Bankruptcy Code, including, without limitation, (i) any and all claims or causes of action based on or arising under any labor, employment or pension laws, labor or employment agreements, including any employee claims related to worker's compensation, occupational disease, or unemployment or temporary disability, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA (as defined below), (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 Internal Revenue Code and of any similar state law (collectively, "COBRA"), (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors, or (l) the WARN Act (29 U.S.C. §§2101 et seq.), (ii) any rights under any pension or multiemployer plan (as such term is defined in Section 3(37) or

c. Section 4001(a)(3) of the Employee Retirement Income Security Act of 1974 (as amended, "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, (iii) any and all claims and causes of action based on or arising under any state or federal environmental laws, including the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), (iv) any and all claims or causes of action based upon or relating to any environmental liabilities, debts, claims, or obligations arising from conditions first existing on or prior to Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis, (v) any and all claims or causes of action based upon or relating to any putative successor or transferee liability, (vi) any rights related to intercompany loans and receivables between the Debtors and any non-Debtor subsidiary or affiliate, (vii) any Retained Liabilities, (viii) any and all claims or causes of action based upon or relating to any unexpired and executory contract or unexpired lease to which a Debtor is a party that is not an Assigned Contract that will be assumed and assigned pursuant to this Order and the Purchase Agreement, (ix) any and all claims or causes of action based upon or relating to any bulk sales or similar law, (x) any and all claims or causes of action based upon or relating to 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 Acquired Assets prior to the Closing, including, without limitation, any ad valorem taxes assessed by any applicable taxing authority (notwithstanding the foregoing, the Sale is not tax exempt under Section 1146(a) of the Bankruptcy Code, and nothing herein releases, waives, or enjoins enforcement of the Buyer's obligation to pay any transfer taxes that may be due and owing as a result of the Sale), and (xi) any and all other claims, causes of action, proceedings, warranties, guaranties, rights of recovery, setoff (but only to the extent not actually taken pre-petition), rights, remedies, obligations, liabilities, counterclaims, cross-claims, third party claims, demands, restrictions, responsibilities, or contribution, reimbursement, subrogation, or indemnification claims or liabilities based on or relating to any act or omission of any kind or nature whatsoever asserted against any of the Debtors or any of their respective affiliates, subsidiaries, directors, officers, agents, successors or assigns in connection with or relating to the Debtors, their operations, their business, their liabilities, the Debtors' marketing and bidding process with respect to the Acquired Assets, the Assigned Contracts, or the Transactions contemplated by the Purchase Agreement (collectively, "Claims"); and

d. any and all equity or other interests of any kind or nature whatsoever in or with respect to (x) any of the Debtors or their respective affiliates, subsidiaries, successors or assigns, (y) the Acquired Assets, or (z) the Assigned Contracts (collectively, "Interests");

whether in law or in equity, known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, oticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or unmatured, material or non-material, disputed or undisputed, direct or indirect, and whether arising by agreement, understanding, law, equity or otherwise, and whether occurring or arising before, on or after the Petition Date, or occurring or arising prior to the Closing. On the Closing, the Buyer shall take title to and possession of the Acquired Assets, subject only to the Assumed Liabilities.

No Successor or Transferee Liability

9. The Buyer shall not be deemed, as a result of any action taken in connection with the Purchase Agreement, the consummation of the Transaction contemplated by the Purchase Agreement, or the transfer of the Acquired Assets to: (i) be a legal successor, or otherwise be deemed a successor to the Debtors; (ii) have, de facto or otherwise, merged with or into the Debtors; (iii) be an alter ego or a mere continuation or substantial continuation of the Debtors

including, without limitation, within the meaning of any foreign, federal, state, or local revenue law, pension law, ERISA, COBRA, WARN, CERCLA, the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National Labor Relations Act, 29 U.S.C. § 151, et seq. (the "NLRA"); or (iv) except as otherwise set forth in the Purchase Agreement, be liable for any environmental liabilities, debts, claims, or obligations arising from conditions first existing on or prior to Closing (including, without limitation, the presence of hazardous, toxic, polluting, or contaminating substances or wastes), which may be asserted on any basis.

Vesting of Acquired Assets in the Buyer

10. The transfer of the Acquired Assets to the Buyer pursuant to the Purchase Agreement shall constitute a legal, valid, effective and final transfer of the Debtors' right, title and interest in and to the Acquired Assets on the Closing, and shall vest the Buyer with all of the Debtors' rights, title and interests in and to the Acquired Assets free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (except as set forth in the Purchase Agreement), with such Liens, Claims and Interests to attach to the proceeds of such transfer to the same extent and with the same priority as such Liens, Claims and Interests had in the Acquired Assets, subject to any claims and defenses the Debtors' estates may possess with respect thereto

Assumption and Assignment of Assigned Contracts

11. Pursuant to sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the Closing, the Debtors' assumption and assignment to the Buyer of the Assigned Contracts is hereby approved, and the requirements of section 365(b)(1) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. To the extent any Assigned Contract is determined to not be an executory contract or unexpired lease under section 365 of the

Bankruptcy Code, the Debtors are authorized to transfer such Assigned Contract, and all rights thereunder to the Buyer, pursuant to section 363 of the Bankruptcy Code, except as otherwise set forth in the Purchase Agreement, free and clear of all Liens, Claims and Interests.

12. The Debtors are hereby authorized, in accordance with the Purchase Agreement, and in accordance with sections 105(a), 363 and 365 of the Bankruptcy Code, to (i) assume and assign and transfer to the Buyer the Assigned Contracts, effective upon and subject to the occurrence of the Closing, free and clear of all Liens, Claims, and Interests of any kind or nature whatsoever (except as set forth in the Purchase Agreement), which Assigned Contracts, by operation of this Order, shall be deemed assumed and assigned and transferred to the Buyer effective as of the Closing, and (ii) execute and deliver to the Buyer such documents or other instruments as the Buyer may deem necessary to assign and transfer the Assigned Contracts to the Buyer.

13. The Debtors are authorized to assign each Assigned Contract to the Buyer in accordance with sections 363 and 365 of the Bankruptcy Code, and any provisions in any Assigned Contract that prohibit or condition the assignment or transfer of such Assigned Contract to the Buyer on the consent of the counterparty thereto or allow the non-Debtor party to such Assigned Contract to terminate, recapture, impose any penalty, condition, renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, shall constitute unenforceable anti-assignment provisions which are expressly preempted under section 365 of the Bankruptcy Code.

14. All requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption and assignment of the Assigned Contracts by the Debtors to the Buyer have been satisfied. Upon the Closing, the Assigned Contracts shall be transferred and assigned

to, and remain in full force and effect for the benefit of, the Buyer in accordance with their respective terms, notwithstanding any provision in any such Assigned Contract (including those of the type described in sections 365(b)(2), 365(e)(1) and 365(f) of the Bankruptcy Code) that prohibits, restricts, limits, or conditions such assignment or transfer.

15. After the Debtors' transfer and assignment of the Assigned Contracts to the Buyer, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested in all of the Debtors' right, title, and interest in and to each Assigned Contract free and clear of Liens, Claims, and Interests (except as set forth in the Purchase Agreement), with such Liens, Claims and Interests to attach to the proceeds of such transfer and assignment to the same extent and with the same priority as such Liens, Claims and Interests had in the Assigned Contracts, subject to any claims and defenses the Debtors' estates may possess with respect thereto.

16. Any portion of any Assigned Contract which purports to permit a lessor thereunder to cancel the remaining term of such Assigned Contract if the lessee discontinues its use or operation of the leased premises is void and of no force and effect, and shall not be enforceable against the Buyer, or its assignees and sublessees; and the lessors under any such Assigned Contract shall not have the right to cancel or otherwise modify the Assigned Contract or increase or modify the rent, royalties or other obligations payable to lessor thereunder, assert any claim, or impose any penalty by reason of such discontinuation, the Debtors having suspended or ceased operations in, on, or about the leased premises prior to the transfer and assignment of such Assigned Contract to the Buyer, the assignment of such Assigned Contract to the Buyer, or the interruption of business activities at any of the leased premises.

17. The failure of the Debtors to enforce, at any time prior to the Closing Date, one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of the Buyer's rights to enforce every term and condition of the Assigned Contracts.

18. There shall be no rent accelerations, assignment fees, increases, or any other fees charged to the Buyer as a result of the assumption, assignment, and sale of the Assigned Contracts.

19. All defaults and all other obligations of the Debtors under the Assigned Contracts occurring, arising or accruing prior to the assignment thereof to the Buyer at Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code) are deemed to have been cured or satisfied by the payment of the proposed amount necessary, if any, to cure all monetary defaults, if any, under each Assigned Contract solely in the amounts set forth in the Notice of Assumption and Assignment or any supplemental Notice of Assumption and Assignment (or any other cure cost reached by agreement after an objection to the proposed cure cost by a counterparty to an Assigned Contract), which was served in compliance with the Bidding Procedures Order (the "Cure Costs"), and which Cure Costs were satisfied, or shall be satisfied as soon as practicable, by the Debtors or the Buyer, as the case may be, as provided in the Purchase Agreement. Except as expressly otherwise provided in the Purchase Agreement with respect to payment of any Cure Costs, the Debtors and their estates shall be relieved from any further liability with respect to all Assigned Contracts and the associated Acquired Assets following assignment.

20. For all Assigned Contracts for which a Notice of Assumption and Assignment was served, the Debtors or the Buyer, as applicable under the Purchase Agreement, is authorized to pay the Cure Costs required to be paid by such parties in accordance with the Purchase Agreement upon the Closing. For any Assigned Contract that is designated by Buyer to be an Assigned

Contract after the date of this Order in accordance with the Purchase Agreement, the Debtors shall file a Notice of Assumption and Assignment on the counterparties thereto that identifies the Cure Costs, and, to the extent no objection is received to such notice within seven (7) days of the date of mailing, such Assigned Contract shall be deemed assumed and assigned to Buyer as an Assigned Contract with the Cure Costs set forth in such notice and subject to all relief set forth herein that applies to Assigned Contracts effective as of the Closing. To the extent a timely objection to such notice is received and a is not resolved between the Debtors and such counterparty in accordance with the procedures governing the assumption and assignment of executory contracts and leases approved in the Bidding Procedures Order, such objection will be adjudicated by this Court.

21. Pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved from any liability for any breach for any Assigned Contract that occurs after the effectiveness of such assumption and assignment to the Buyer.

22. Notwithstanding any provision in this Order, any and all agreements and obligations of Buyer shall be and are subject to Closing in accordance with the Purchase Agreement.

Modification of the Automatic Stay

23. The automatic stay provisions of section 362 of the Bankruptcy Code are lifted and modified to the extent necessary to implement the terms and conditions of the Purchase Agreement and the provisions of this Order.

Release of Liens by Creditors; Collection of Acquired Assets

24. Except as expressly provided to the contrary in this Order or in the Purchase Agreement, the holder of any valid Lien, Claim, or Interest in the Acquired Assets shall, as of the Closing, without regard to whether such holder has executed or filed any applicable release, and such Liens, Claims and Interests shall be deemed to attach to the proceeds of such transfer to the

same extent and with the same priority as such Liens, Claims and Interests had in the Acquired Assets. Notwithstanding the foregoing and except as expressly provided in this Order or the Purchase Agreement, any such holder of such a Lien, Claim, or Interest is authorized to execute and deliver any waivers, releases, or other related documentation reasonably requested by the Debtors to evidence the release of their Liens, Claims, or Interests in the Acquired Assets. Any person or entity that has filed any financing statements, mortgages, mechanic's liens, lis pendens, or any other documents or agreements evidencing a Lien on any of the Acquired Assets conveyed pursuant to the Purchase Agreement and this Order is directed to deliver to the Debtors prior to the Closing, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all Liens which the person or entity has with respect to the Acquired Assets or otherwise.

25. In the event that such termination statements, instruments of satisfaction, or releases of all Liens are not filed in accordance with the foregoing paragraph, the Debtors and the Buyer are 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 in the Acquired Assets of any kind or nature whatsoever except as expressly provided in this Order or the Purchase Agreement.

Effect of Recordation of Order

26. This Order, once filed, registered, or otherwise recorded, (a) shall be effective as a conclusive determination that, upon the Closing, all Liens, Claims, and Interests of any kind or nature whatsoever (with the exceptions of the Assumed Liabilities or as otherwise set forth in this Order or the Purchase Agreement) existing as to the Acquired Assets prior to the Closing have been unconditionally released, discharged, and terminated and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all persons

and entities 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, local officials, notaries, protonotaries, 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, the Acquired Assets. Each and every federal, state, and local governmental agency or department is hereby authorized to accept any and all documents and instruments necessary and appropriate to consummate the Transactions contemplated by the Purchase Agreement and this Order, including, without limitation, recordation of this Order.

Prohibition of Actions Against the Buyer

27. Except for the Assumed Liabilities or as expressly permitted or otherwise specifically provided for in the Purchase Agreement or this Order, the Buyer and its affiliates shall have no liability or responsibility for any pre-closing liability or other obligation of the Debtors or any of their affiliates arising under or related to the Acquired Assets. Without limiting the generality of the foregoing, and except as otherwise specifically provided in this Order or in the Purchase Agreement, the Buyer and its affiliates shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and the Buyer and its affiliates shall have no successor or vicarious liabilities of any kind or character including, without limitation, any theory of antitrust, warranty, product liability, environmental, successor or transferee liability, labor law, ERISA, *de facto* merger, mere continuation, or substantial continuity, whether known or unknown as of the Closing, now existing or hereafter arising, whether fixed or contingent, with respect to the Debtors or any obligations of the Debtors, including, without limitation, liabilities on account of any taxes arising, accruing, or payable under, out of, in connection with, or in any way relating

to the operation of the Debtors' business prior to the Closing or any claims under the WARN Act or any claims related to wages, benefits, severance, or vacation pay owed to employees or former employees of the Debtors.

28. EFFECTIVE UPON THE CLOSING, WITH THE SOLE EXCEPTIONS OF ANY ENFORCEMENT OF RIGHTS RELATED TO THE ASSUMED LIABILITIES, AND EXCEPT AS EXPRESSLY PROVIDED BY THIS ORDER OR THE PURCHASE AGREEMENT, ALL PERSONS AND ENTITIES HAVING LIENS, CLAIMS, ENCUMBRANCES, CAUSES OF ACTION OR INTERESTS OF ANY KIND OR NATURE WHATSOEVER AGAINST OR IN THE DEBTORS OR THE ACQUIRED ASSETS OR ASSIGNED CONTRACTS SHALL BE, AND HEREBY ARE, FOREVER BARRED AND ENJOINED FROM (A) TAKING ANY ACTION THAT WOULD ADVERSELY AFFECT OR INTERFERE WITH THE ABILITY OF THE DEBTORS TO TRANSFER THE ACQUIRED ASSETS TO THE BUYER IN ACCORDANCE WITH THE TERMS OF THIS ORDER AND THE PURCHASE AGREEMENT OR BUYER'S RIGHTS, USE, AND ENJOYMENT OF THE ACQUIRED ASSETS AND ASSIGNED CONTRACTS IN ACCORDANCE WITH THE TERMS OF AND AS AUTHORIZED BY THIS ORDER TO THE EXTENT SUCH ACTION RELATED TO A LIEN, CLAIM, ENCUMBRANCE, INTEREST, OR CAUSE OF ACTION ARISING ON OR PRIOR TO THE CLOSING DATE AND (B) ASSERTING, PROSECUTING, OR OTHERWISE PURSUING, WHETHER IN LAW OR IN EQUITY, IN ANY JUDICIAL, ADMINISTRATIVE, ARBITRAL, OR OTHER PROCEEDING, ANY LIENS, CLAIMS, ENCUMBRANCES, CAUSES OF ACTION, OR INTERESTS OF ANY KIND OR NATURE WHATSOEVER ARISING ON OR PRIOR TO THE CLOSING DATE AND RELATING TO (i) ANY LIEN, CLAIM, ENCUMBRANCE, CAUSE OF ACTION, OR INTEREST RELEASED PURSUANT

TO THIS ORDER, (ii) THE PURCHASE AGREEMENT, (iii) THE SALE, (iv) THE TRANSACTIONS, (v) THE ACQUIRED ASSETS, OR (vi) THE ASSIGNED CONTRACTS AGAINST THE BUYER AND ITS AFFILIATES, SUCCESSORS, DESIGNEES, ASSIGNS, OR PROPERTY, OR THE ACQUIRED ASSETS OR ASSIGNED CONTRACTS CONVEYED UNDER THE AUTHORIZATION OF THIS ORDER IN ACCORDANCE WITH THE PURCHASE AGREEMENT.

Retention of Jurisdiction

29. This Court retains jurisdiction prior to, on, and after Closing to, among other things, interpret, enforce, and implement the terms and provisions of the this Order and the Purchase Agreement, all amendments thereto, any waivers and consents thereunder, and each of the agreements executed in connection therewith in all respects, including, without limitation, retaining jurisdiction to: (a) compel delivery of the Acquired Assets or performance of other obligations owed to the Buyer; (b) compel performance of obligations owed to the Debtors; (c) resolve any disputes arising under or related to the Purchase Agreement; (d) interpret, implement, and enforce the provisions of this Order; (e) determine any claim, cause, cause of action, or controversy brought by the Buyer relating to the Purchase Agreement or the Acquired Assets or that constitute Acquired Assets, and (f) protect the Buyer and its affiliates against (i) any Liens, Claims, and Interests in or against the Debtors or the Acquired Assets of any kind or nature whatsoever and (ii) any creditors or other parties in interest regarding the turnover of the Acquired Assets that may be in their possession.

No Stay of Order

30. Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. In the

absence of any person or entity obtaining a stay pending appeal, the Debtors and the Buyer are free to close the Sale under the Purchase Agreement at any time pursuant to the terms thereof.

Good Faith Purchaser

31. The Sale contemplated by the Purchase Agreement is undertaken by the Buyer in good faith, as that term is used in section 363(m) of the Bankruptcy Code, and Buyer has acted without collusion in undertaking and consummating the Sale and Transactions contemplated by the Purchase Agreement. Accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale to the Buyer (including the assumption and assignment by the Debtors of any of the Assigned Contracts), unless such authorization is duly stayed pending such appeal. The Buyer is a buyer in good faith of the Acquired Assets, and is entitled to all of the protections afforded by section 363(m) of the Bankruptcy Code.

32. There has been no showing that the Debtors or Buyer or its affiliates engaged in any action or inaction that would cause or permit the Transactions to be avoided or costs or damages to be imposed under section 363(n) of the Bankruptcy Code.

Inconsistencies with Prior Orders, Pleadings or Agreements

33. To the extent of any conflict between the Purchase Agreement and this Order, the terms of this Order shall govern. To the extent this Order is inconsistent or conflicts with any prior order or pleading in these Chapter 11 Cases, the terms of this Order shall govern to the extent required to permit consummation of the Sale.

Failure to Specify Provisions

34. The failure to specifically reference any particular provisions of the Purchase Agreement or other related documents in this Order shall not diminish or impair the effectiveness

of such provisions, it being the intent of the Court that the Purchase Agreement and other related documents be authorized and approved in their entirety.

Exhibit 1

Purchase Agreement

EXHIBIT B

DRAFT

ASSET PURCHASE AGREEMENT

BY AND BETWEEN

SOUTH FORK COAL COMPANY, LLC,

AND

WFR ACQUISITION, LLC

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is dated as of [●], 2025, by and among WFR Acquisition, LLC, a Delaware limited liability company ("**Buyer**") and South Fork Coal Company, LLC, a West Virginia limited liability company ("**South Fork**" or "**Seller**"). Seller and Buyer are referred to individually in this Agreement as a "**Party**" and collectively as "**Parties**". Capitalized terms not otherwise defined in this Agreement have the meaning given such terms in **ARTICLE I**.

WHEREAS, on February 7, 2025 (the "**Petition Date**"), Seller and its affiliated debtors (together, the "**Debtors**") each filed a voluntary petition for relief commencing Chapter 11 Cases under chapter 11 of title 11 of the United States Code (the "**Bankruptcy Code**") in the United States Bankruptcy Court for the District of Delaware (the "**Bankruptcy Court**"), jointly administered under Case No. 25-10195 (the "**Chapter 11 Cases**").

B. Seller owns, controls and/or is conducting Mining Activities (as defined below) in, on and under certain mining assets and properties located in Greenbrier and Pocahontas Counties, West Virginia known as the South Fork Mine (as defined below).

C. Upon the terms and subject to the conditions contained in this Agreement, and as authorized under sections 105, 363 and 365 of the Bankruptcy Code, Seller wishes to sell to Buyer, and Buyer wishes to purchase from Seller, all of the right, title and interest of Seller in the Acquired Assets (as defined below) and Seller wishes to assign to Buyer, and Buyer wishes to assume from Seller, the Assumed Liabilities (as defined below).

NOW THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements herein contained, the Parties hereto, intending to be legally bound, agree as follows:

ARTICLE I
DEFINITIONS

Unless otherwise expressly provided in this Agreement, the following terms, as used in this Agreement, have the following meanings:

"**2020 Prepetition Obligations**" has the meaning set forth in the Final DIP Order (as defined below).

"**Accrued Payroll**" means all wages and other related wage and benefit obligations to employees of the Seller that have accrued since the end of the last payroll period immediately prior to the Closing Date.

"**Acquired Assets**" has the meaning set forth in Section 2.1.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with such Person. For purposes of this definition, the term "controls," "is controlled by," or "is under common control with" means the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the Preamble.

"**Ancillary Documents**" means the Bill of Sale, the Assignment and Assumption of Contracts, the Lease Assignments, the Deeds, the Permit Transfer Agreement, and any other document or agreement required to be delivered by or on behalf of Buyer or Seller in connection with this Agreement.

"**Assignment and Assumption of Contracts**" has the meaning set forth in Section 2.1(a).

"**Assumed Contracts**" means the executory contracts, unexpired leases and other agreements set forth on Schedule 2.1(a).

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

"**Bankruptcy Code**" has the meaning set forth in the recitals.

"**Bankruptcy Court**" has the meaning set forth in the recitals.

"**Bankruptcy Rules**" means the Federal Rules of Bankruptcy Procedure, as in effect from time to time.

"**Bill of Sale**" has the meaning set forth in Section 2.1(b).

"**Bonding Commitment**" means a commitment, in form reasonably acceptable to Seller, effective prior to or at Closing, obtained by Buyer from a reputable bonding company committing to furnish to WVDEP the requisite Replacement Bonds at the appropriate time.

"**Bonds**" means all bonds, including guaranties, indemnities, letters of credit and other forms of surety or financial assurance, posted by and/or for the benefit of Seller to secure the performance of its reclamation or other Liabilities pursuant to, in connection with or as a condition of, the Permits.

"**Books and Records**" means the original or true and complete copies of all of the books and records of Seller to the extent primarily pertaining to the Acquired Assets or the Mining Activities, including, but not limited to: plats, drawings and specifications; environmental and mining reports and studies; correspondence and miscellaneous records with respect to lessors and lessees; maps; core logs; engineering data; production reports; Real Property records including deeds, leases, lessor and lessee correspondence files, abstracts, title reports and opinions and title insurance policies; any records required by any Laws, including, without limitation, any mining Laws; all other general correspondence, records, books and files, in each case to the extent owned by and in the possession of Seller. "Books and Records" shall not include (a) any financial and accounting records of Seller or its Affiliates, (b) books and records to the extent relating to the Retained Assets, (c) corporate or limited liability company records of Seller, (d) any entity-level Tax Returns or other Tax information, and (e) any information to which Seller (or Seller's counsel) determines in good faith is protected under the attorney-client privilege, work product doctrine, or other doctrine or privilege at law or in equity.

"**Business Day**" means any day other than (a) a Saturday or a Sunday and (b) any day on which banks located in Charleston, West Virginia or New York, New York are closed for business.

"**Buyer**" has the meaning set forth in the Preamble.

"**Buyer Disclosure Schedule**" means the disclosure schedule delivered by Buyer to Seller concurrently with the execution and delivery of this Agreement. The Buyer Disclosure Schedule shall be arranged in paragraphs corresponding to the lettered and numbered Sections contained in this Agreement and statements in the Buyer Disclosure Schedule.

"**CERCLA**" has the meaning set forth in the definition of "Environmental Laws."

"**Chapter 11 Cases**" has the meaning set forth in the recitals.

"**Closing**" has the meaning set forth in Section 3.1.

"**Closing Date**" has the meaning set forth in Section 3.1.

"**Closing Statement**" has the meaning set forth in Section 3.2(xiii).

"**Coal Act**" means the Coal Industry Retiree Health Benefit Act of 1992, as amended (codified as Subtitle J of the Code).

"**Coal Inventory**" means both raw and/or clean coal inventory of Seller at the Closing Date.

"**COBRA Coverage**" means the health continuation coverage requirements under Section 4980B of the Code and Part 6 of Title I of ERISA or any similar provision under applicable state Law.

"**Code**" means the Internal Revenue Code of 1986, and the rules and regulations promulgated thereunder, as amended.

"**Competing Transaction**" means a transaction with a higher or better bidder for Seller to sell the Acquired Assets, or any part thereof, that is approved by the Bankruptcy Court, and which shall include, without limitation, a cash bid.

"**Confidential Information**" means any information primarily related to the Acquired Assets or the Mining Activities that is not already generally available to the public or that becomes generally available to the public other than as a result of a disclosure by Seller or any Affiliate or Representative of Seller in violation of this Agreement.

"**Contaminated**" means the presence of one or more Hazardous Substances in such quantity or concentration as to: (a) violate any Environmental Law in any material way; (b) require disclosure to any Governmental Authority; (c) require remediation or removal pursuant to any

Environmental Law; or (d) create any Liability pursuant to Environmental Laws to fund the clean-up of real property.

"**Credit Bid**" has the meaning set forth in Section 2.5.

"**Cure Amounts**" means the amounts which must be paid to a counterparty to cure any monetary default, pursuant to Section 365 of the Bankruptcy Code, in connection with the assumption and/or assignment of the Assumed Contracts to Buyer as provided herein as those amounts are allowed by the Bankruptcy Court, unless such amounts are otherwise agreed upon by Buyer and the counterparty to the applicable Assumed Contract. For the avoidance of doubt, in no event shall Seller be responsible for paying any Cure Amounts.

"**Debtors**" has the meaning set forth in the recitals.

"**Decree**" means any injunction, judgment, order, decree, charge or ruling of any applicable Governmental Authority.

"**Deeds**" has the meaning set forth in Section 2.1(m).

"**DIP Obligations**" has the meaning set forth in the Final DIP Order.

"**Disclosure Schedule**" means the disclosure schedule delivered by Seller to Buyer concurrently with the execution and delivery of this Agreement. The Disclosure Schedule shall be arranged in paragraphs corresponding to the lettered and numbered Sections contained in this Agreement and statements in the Disclosure Schedule.

"**Employee Benefit Plan**" means each plan (as defined in Section 3(3) of ERISA) and any employee benefit plan, program or arrangement of any kind (including any stock option or ownership plan, stock appreciation rights plan, stock purchase plan, bonus, incentive compensation, pension, deferred compensation or profit-sharing plan, welfare, severance, or any arrangement regarding any vacation, holiday, sick leave, fringe benefit, pre-Tax premium or flexible spending account plan or any plan providing benefits on or in anticipation of retirement or death) that is sponsored, maintained or contributed to by Seller.

"**Encumbrance**" means any "interest", as that term is used in section 363(f) of the Bankruptcy Code, charge, claim, right, demand, mortgage, pledge, lien, charge, restriction on transfer, other security or equity interest, or right of possession.

"**Environment**" means surface or ground water, soil or subsurface strata, the ambient air, or plant life, animal life or other natural resources.

"Environmental Claims" means any Legal Proceeding brought pursuant to any Environmental Law, as a result of the Mining Activities or otherwise asserting liability or responsibility for losses arising in connection with pollution or protection of the environment or compliance with Environmental Laws, including any Legal Proceeding relating to the occurrence or continuation of any Release (or threat thereof), the migration of or exposure to any Hazardous Material, the violation, or alleged violation, of any Environmental Law or any Environmental Permit.

"**Environmental Laws**" means, collectively, all Laws that relate to (a) requiring notification to any Governmental Authority, employees or the public of intended or actual releases of Hazardous Substances, violations of discharge limits or other prohibitions, and of the commencements of activities, such as resource extraction or construction, that could have a significant impact on the Environment, (b) protecting or restoring the Environment, (c) the prevention, abatement or elimination of pollution, (d) the generation, handling, treatment, storage, disposal or transportation of solid or hazardous waste, or (e) the regulation of or exposure to Hazardous Substances, including, the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§9601 et. Seq. ("**CERCLA**"), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§6901 et. seq. ("**RCRA**"), SMCRA, the Clean Air Act, 42 U.S.C. §§7401 et. seq., the Clean Water Act, 33 U.S.C. §§1251 et. seq., the Toxic Substances Control Act, 15 U.S.C. §§2601 et. seq., the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§11001 et. seq., the Federal Mine Safety and Health Act of 1977, 30 U.S.C §§ 801 et seq., the Atomic Energy Act, 42 U.S.C §§ 2011 et seq., the Endangered Species Act, 16 U.S.C. §§1501 et seq., the Safe Drinking Water Act, 42 U.S.C. §§300g, et seq., and any other similar Laws relating to the matters set forth in (a) - (e) above.

"**Environmental Permit**" means any Permit or any other permit, license, authorization, approval, registration or entitlement required by or issued pursuant to any Environmental Law or related to the Mining Activities.

"**Equipment**" means the infrastructure, tangible machinery, vehicles, furnishings, equipment, rail cars, fixed assets, computer hardware imbedded in mining or processing machinery, supplies, materials, fixtures, trailers, tools, parts and other personal property or tangible asset of every kind owned or leased by Seller and used primarily in connection with the Mining Activities, wherever located, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto to the extent transferrable.

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

"**Excluded Employees**" means Gregory Whirley, Jr.

"**Excluded Employee Liabilities**" means the following Liabilities of Seller: (i) any payments or entitlements owed on behalf of or to any employee who has provided services to or on behalf of any Seller, including wages, other remuneration, holiday or vacation pay, bonus, severance pay (statutory or otherwise), commissions, post-employment medical or life obligations, pension contributions, insurance premiums or employment or payroll Taxes; (ii) any Liability, payment or obligations related to any employee who has provided services to or on behalf of any Seller, including under, or with respect to, the Worker Adjustment and Retraining Notification Act (or any similar provision of any applicable federal, state, regional, foreign or local Law), COBRA Coverage, actions under any labor or similar Laws, including any such Liabilities arising under a Seller Benefit Plan, in each case, that is incurred, accrued or arising prior to the Closing; (iii) any Liability or expense of any Seller or any of their respective ERISA Affiliates which arises under or relates to any Seller Benefit Plan, including Liability to any such plan that is subject to Title IV of ERISA, Section 302 of ERISA, Section 412 of the Code, or Liability under any other statute or regulation that imposes Liability on a "controlled group" basis with or without reference to any provision of Section 414 of the Code or Section 4001 of ERISA, including by reason of Buyer being deemed an ERISA successor to any Seller or any of its ERISA Affiliates; (iv) any Liabilities, payments, costs and disbursements incurred in connection with the termination of the employment with Sellers of any employee who has provided services to or on behalf of any Seller, regardless.

"Excluded Pre-Closing Fines" means, collectively, any monetary fines and penalties imposed by any Governmental Body for which Seller has received a written notice of violation or notice of claim (or other written notice of similar legal intent or meaning) on or prior to the Closing Date to the extent relating to periods prior to the Closing Date.

"**Final DIP Order**" means that certain *Final Order Pursuant to Sections 105, 361, 362, 363, and 364 of the Bankruptcy Code and Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (I) Authorizing the Debtors to (A) Use Cash Collateral, (B) Obtain Senior Secured Superpriority Postpetition Financing and Grant Liens and Superpriority Administrative Claims, and (C) Provide Adequate Protection, and (II) Granting Related Relief* [D.I. 148] as may have been amended by the Notice of Material DIP Loan Amendment [D.I. 360] approved by the Bankruptcy Court [D.I. 364].

"**Fraud**" means Delaware common law fraud in connection with any representation or warranty, or the performance of any covenant, set forth in this Agreement. For the avoidance of doubt, "Fraud" shall not include any claim for equitable fraud, constructive fraud, or promissory fraud.

"**General Reclamation Liabilities**" means reclamation obligations with respect to the Permits and the Mining Activities under applicable Law.

"**Governmental Authority**" means any agency, authority, board, bureau, commission, court, tribunal, department, office or instrumentality of any federal, state, county, district, city, or other political subdivision, or taxing district, foreign or otherwise, and whether now or hereafter in existence, or any officer or official thereof acting in an official capacity.

"**Hazardous Substances**" means any substance, chemical, waste, material, pollutant or contaminant that is defined or listed as hazardous or toxic or as is defined as harmful to public health and/or the environment under any applicable Environmental Laws. Without limiting the generality of the foregoing, Hazardous Substances shall include any radioactive material, including any naturally-occurring radioactive material, and any source, special or by-product material as defined in 42 U.S.C. 2011, et seq. (and any amendments or authorizations thereof); any asbestos-containing materials in any form or condition; any polychlorinated biphenyls in any form or condition; radioactive waste, condensate, or derivatives or byproducts thereof; or oil and petroleum products or by products and constituents thereof.

"**Initial Filings**" has the meaning set forth in Section 8.4(a).

"**Insurance Proceeds and Claims**" has the meaning set forth in Section 2.1(n).

"**Intellectual Property**" means the trademarks, service marks, patents, copyrights (including any registrations, applications, licenses or rights relating to any of the foregoing) technology, logos, trade secrets, confidential information, inventions, know-how, designs, technical data, drawings, customer and supplier lists, pricing and cost information, or computer programs, software and processes (excluding off-the-shelf computer software) and all goodwill associated therewith and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the Law of all jurisdictions, owned or licensed, leased or created by Seller to the extent used in connection with the Mining Activities.

"**Interim Period**" means the period between the execution of this Agreement and the Closing.

"**IRS**" means the United States Internal Revenue Service.

"**Knowledge of Seller**" or "**Seller's Knowledge**" or "**Knowledge**" means the actual knowledge of the individuals listed in Section 1.1(a) of the Disclosure Schedule following reasonable inquiry of the fact or other matter at issue.

"**Law**" means any applicable constitution, statute, code, ordinance, order, judgment, rule or regulation of any applicable Governmental Authority.

"**Leases**" means the Real Property Leases and the Personal Property Leases.

"**Lease Assignments**" has the meaning set forth in <u>Section 2.1(e)</u>.

"**Leased Real Property**" has the meaning set forth in <u>Section 6.1(b)</u>.

"**Legal Proceeding**" means claims, notices of violations, judicial, administrative or arbitral actions, orders, decrees, suits, proceedings (public or private) or any proceedings by or before a Governmental Body.

"**Liability**" means any liability, whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due, including any liability for Taxes.

"**Material Adverse Change**" or "**Material Adverse Effect**" means any event, change or occurrence that individually, or together with any other event, change or occurrence, has had or would be reasonably expected to have a material adverse impact on (a) the Acquired Assets, taken as a whole, or (b) the right or ability of Seller to consummate the transactions contemplated hereby; <u>provided</u>, <u>however</u>, that any such event, change or occurrence resulting or arising from or related to, directly or indirectly, any of the following matters shall not be considered when determining whether a Material Adverse Change or a Material Adverse Effect has occurred or is reasonably expected to occur: (i) any change with respect to the coal mining industry generally or the coal mining industry in Central Appalachia, including, in each case, changes in market prices for coal and costs of coal production and transportation that do not disproportionately affect the Acquired Assets or the Mining Activities; (ii) any change in interest rates, commodities prices, or economic, business or financial market conditions that do not disproportionately affect the Acquired Assets or the Mining Activities; (iii) changes in applicable Laws or any accounting rules or standards; (iv) any natural disaster, act of terrorism, war (whether declared or undeclared), or the outbreak of hostilities or the escalation or worsening thereof, or any other international or domestic calamity or crisis (including any epidemics, pandemics, disease outbreaks, or other public health emergencies) that do not disproportionately affect the Acquired Assets or the Mining Activities; (v) changes in general economic, political, or business conditions that do not disproportionately affect the Acquired Assets or the Mining Activities; (vi) any action required or permitted by this Agreement or any action taken with the prior written consent of Buyer; (vii) the announcement, pendency or completion of the transactions contemplated by this Agreement; or (vii) all current and other potential tariffs issued pursuant to U.S. presidential proclamation or Act of Congress.

"**Material Contracts**" means the Assumed Contracts set forth on Section 2.1(a) of the Disclosure Schedule which are material to the Acquired Assets or Mining Operations conducted by Seller.

"**Mining Activities**" means those activities of Seller at the South Fork Mine that involve or are related in any way to mining, preparation or processing, disposal, loading, sale or transporting of coal and coal by-products, disposal of wastes from coal preparation or processing, and reclamation and related environmental restoration activities. For the purpose of this definition, "Mining Activities" shall include, without limitation, any activities defined under and subject to SMCRA and analogous state or local Laws as "surface coal mining operations."

"**Mining Title**" means special warranty title to surface and/or coal, together with no less than those easements, licenses, privileges, rights, and appurtenances as are generally necessary (i) to conduct the Mining Activities in the manner presently contemplated by the Permits in a reasonably prudent manner consistent with past practice in the Central Appalachian coal mining industry; and (ii) to operate the South Fork Mine in the manner presently operated.

"**Ordinary Course of Business**" means, with respect to any Person, the ordinary course of business consistent with past custom and practice (including with respect to quantity and frequency) of such Person.

"**Organizational Documents**" means the articles or certificate of incorporation, charter, bylaws, articles or certificate of formation or organization, operating agreement or limited liability company agreement, certificate of limited partnership, partnership agreement, and all other similar documents, instruments or certificates executed, adopted, or filed in connection with the creation, formation, or organization of a Person, including any amendments thereto.

"**Outside Date**" means July 22, 2025.

"**Owned Real Property**" has the meaning set forth in Section 6.1(a).

"**Party**" has the meaning set forth in the Preamble.

"**Pending Permits**" means all pending applications for permits issued by a Governmental Authority pursuant to Law, including Environmental Laws, and identified in Section 6.4(a) of the Disclosure Schedule.

"Performance Covenants" has the meaning set forth in Section 7.6.

"**Permit Transfer Agreement**" has the meaning set forth in Section 2.1(f).

"**Permits**" means those written permits, consents, licenses, orders, certificates, registrations, approvals and similar rights issued by a Governmental Authority pursuant to Law, including Environmental Laws, and held by Seller related to the Acquired Assets or the Mining Activities, and renewals thereof, including, without limitation, those identified in Section 6.4(a) of the Disclosure Schedule.

"**Permitted Encumbrances**" means any of the following: (a) any liens for Taxes and assessments of Governmental Authorities (i) not yet delinquent or, (ii) if delinquent, that are being contested in good faith and by appropriate Proceedings; (b) liens of mechanics, materialmen, carriers, warehousemen or processors of labor, materials or supplies incurred in the Ordinary Course of Business of Seller, (i) which are not overdue for a period of more than 30 days or (ii) which are being contested in good faith and by appropriate Proceedings; (c) all instruments of record in the offices of the Clerk of the County Court for each county where the Real Property is located which are not liens or judgments arising from unpaid labor or services, debt, taxes or financial obligations of Seller, (d) encumbrances that would be disclosed by an accurate survey of the Real Property or which are visible upon the ground, (e) easements, rights of way, zoning ordinances and other similar encumbrances affecting the Real Property which are not, individually or in the aggregate, material to the Acquired Assets or the Mining Activities, which do not prohibit or interfere with the current operation of any Real Property and which do not render title to any Real Property unmarketable; (f) liens securing obligations relating to surety bonds or reclamation obligations incurred in the Ordinary Course of Business of Seller and which will be released in connection with the transfer of the Permits to Buyer; (g) in the case of Acquired Assets, other than Owned Real Property, liens arising under original purchase price sales contracts and equipment leases with third parties entered into in the Ordinary Course of Business of Seller and set forth on Section 1.1(g) of the Disclosure Schedule; (h) all rights and liens reserved to the lessor in the [●] Leases or by statute; (i) any Permitted Prior Liens under the Final DIP Order; and (j) liens set forth on Section 1.1(h) of the Disclosure Schedule.

"**Person**" means any individual, general partnership, limited partnership, limited liability company, corporation, joint venture, trust, business trust, Governmental Authority, cooperative, association or any foreign trust or foreign business organization or any other entity of any kind whatsoever, as well as the heirs, executors, administrators, legal representatives, successors and assigns of such Person where the context so requires.

"**Personal Property Leases**" has the meaning set forth in Section 6.1(b) in the Disclosure Schedule.

"**Petition Date**" has the meaning set forth in the recitals.

"**Pre-Closing Taxes**" means any federal, state, local, or foreign income, gross receipts, consumption, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), custom duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the Liability for Taxes of any other Person arising before the Closing Date.

"**Pre-Closing Tax Period**" means any taxable period (or portion thereof) ending before the Closing Date.

"**Prepetition Obligations**" has the meaning set forth in the Final DIP Order.

"**Proceeding**" means any action, litigation, suit, claim, dispute, demand, investigation, review, hearing, charge, complaint or other judicial or administrative proceeding, at law or in equity, before or by any Governmental Authority or arbitration or other dispute resolution proceeding.

"**Purchase Price**" has the meaning set forth in Section 2.5.

"**RCRA**" has the meaning set forth in the definition of "Environmental Laws."

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

"**Real Property Leases**" has the meaning set forth in Section 6.1(b).

"**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, dumping or disposing of Hazardous Substances into the Environment.

"**Representatives**" means, with respect to any Person, such Person's officers, managers, directors, employees, agents, advisors, attorneys or other representatives.

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

"**Sale Order**" means an Order or Orders of the Bankruptcy Court, in form and substance reasonably acceptable to both Seller and Buyer, entered pursuant to sections 105, 363, and 365 of the Bankruptcy Code, authorizing and approving, among other things, (a) the sale, transfer and assignment of the Acquired Assets to Buyer in accordance with the terms and conditions of this Agreement, free and clear of all Liabilities and Encumbrances (except for Permitted Encumbrances), (b) the assumption and assignment of the Assumed Contracts in connection therewith and (c) that Buyer is a "good faith" purchaser entitled to the protections of section 363(m) of the Bankruptcy Code. Unless otherwise agreed by the Parties or ordered by the Bankruptcy Court, the Sale Order shall also waive the stay of the Sale Order, under Bankruptcy Rule 6004 and 6006.

"**Seller**" has the meaning set forth in the Preamble.

"**SMCRA**" means the Surface Mining Control and Reclamation Act of 1977, 30 U.S.C. § 1201 et seq., as amended.

"**South Fork Mine**" means Seller's personal and real property interests (including all fixtures, improvements and appurtenances related thereto), combined with the skill, experience, and effort of the Seller's Employees in Greenbrier and Pocahontas Counties, West Virginia and subject to Permits and identified on the map attached hereto as **Exhibit A-1**.

"**Tax**" or "**Taxes**" means any federal, state, local, or foreign income, gross receipts, consumption, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code §59A), custom duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, whether computed on a separate or consolidated, unitary or combined basis or in any other manner, including any interest, penalty, or addition thereto, whether disputed or not and including any obligation to indemnify or otherwise assume or succeed to the Liability for Taxes of any other Person.

"**Tax Return**" means any return, declaration, report, claim for refund, or information return or statement relating to Taxes, including any schedule or attachment thereto, and any amendment thereof.

"**Third Party**" means all Persons other than a Party and its Affiliates.

"**Third Party Claim**" means any Proceeding made or brought by any Person who is not a Party or an Affiliate of a Party.

"**Transfer Taxes"** means all documentary, stamp, transfer, motor vehicle registration, sales, use, value added, excise and other similar non-income Taxes and all filing and recording fees (and any penalties and interest associated with such Taxes and fees) arising from or relating to the consummation of the Transactions.

"**Transferred Employees**" has the meaning set forth in Section 8.6(a).

"**Transition Services Agreement**" means a transition services agreement, in form and substance agreeable to the Parties, with respect to (i) certain post-Closing services to be provided to Seller (or its applicable Affiliate) by Buyer and (ii) reimbursement by Buyer to Seller for certain post-petition, pre-closing operational liabilities.

"**Union**" has the meaning set forth in Section 6.8(b).

"**WARN Act**" means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign Laws related to plant closings, relocations, mass layoffs and employment losses.

"**Permit Transfer**" has the meaning set forth in Section 8.4(e).

"**Wind-Down Amount**" collectively means cash on hand at Closing as set forth Section 2.2(b) and amounts to be reimbursed under the Transition Services Agreement as set forth in Section 2.2(c).

"**WVDEP**" has the meaning set forth in Section 8.4(d).

ARTICLE II
PURCHASE AND SALE OF ACQUIRED ASSETS

2.1 Assets to be Acquired. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, Buyer shall purchase and acquire from Seller, and Seller shall irrevocably sell, convey, assign, transfer and deliver to Buyer, free and clear of all Encumbrances and Liabilities, other than Permitted Encumbrances and Assumed Liabilities, all of Seller's right, title and interest in and to the following assets and properties, in each case that are owned, leased, or otherwise controlled by Seller and used in conjunction with the Mining Activities (collectively, the "**Acquired Assets**"):the Assumed Contracts identified on Schedule 2.1(a), subject to Buyer's satisfaction of the Cure Amounts, which will be assumed/assigned in the Chapter 11 Cases by Seller pursuant to section 365 of the Bankruptcy Code, and transferred pursuant to an Assignment and Assumption of Contracts in form and substance reasonably agreeable to the Parties (the "**Assignment and Assumption of Contracts**");

(b) all Equipment (including, but not limited to, all mobile mining equipment, parts, supplies, tires and components) used in the Mining Activities, in each case as set forth on Schedule 2.1(b), which will be transferred pursuant to a Bill of Sale substantially in form and substance reasonably agreeable to the Parties (the "**Bill of Sale**"), regardless of location, and all of Seller's rights under warranties, indemnities, licenses and all similar rights against third parties with respect to the machinery, equipment and other tangible personal property assets referenced in this clause (b) to the extent such rights are assignable at no cost, expense or penalty to Seller, or at Buyer's election if Buyer agrees to pay for such cost, expense or penalty;

(c) all coal reserves, whether leased (to the extent the underlying lease is an Assumed Contract) or owned;

(d) all Coal Inventory whether located at the South Fork Mine or elsewhere in commerce;

(e) all Real Property Leases, used or held for use in connection with Seller's Mining Activities at the South Fork Mine and identified in Section 6.1(b) of the Disclosure Schedule, which will be transferred, subject to Buyer's satisfaction of the Cure Amounts, pursuant to Lease Assignments substantially in the form and substance reasonably agreeable to the Parties (the "**Lease Assignments**"), together with, in each case to the extent let, leased, used or occupied by the Seller, any and all underground and surface coal reserves, mineral rights, oil and gas rights and interests, mining rights, surface rights, water rights, rights of way, unrecouped minimum, advance or pre-paid production royalties, all buildings and other structures, facilities or tenant or leasehold improvements located on the real property that is the subject of the Leases, all fixtures, systems, equipment and items of personal property of the Seller attached or appurtenant thereto, and all easements, licenses, rights and appurtenances relating to the foregoing (and any present or future rights, title and interests arising from or related to the foregoing);

(f) all Permits used by Seller in connection with Seller's Mining Activities, including, without limitation, those identified in Section 6.4(a)(i) of the Disclosure Schedule and Pending Permits identified in Section 6.4(a)(ii) of the Disclosure Schedule, which will be transferred, subject to the consent of all applicable Governmental Bodies, pursuant to a Permit

Transfer Agreement in form and substance reasonably agreeable to the Parties (the "**Permit Transfer Agreement**"), in each case, to the extent transferable;

(g) subject to any required approval by the appropriate Governmental Body or third party, if required, all cash or other escrowed property securing, or any other financial assurance posted with a Governmental Body to secure General Reclamation Obligations under the Permits if and when released by such Governmental Body or third party, with respect to or securing the reclamation or bonding obligations arising from the Permits if and when released following transfer of the Permits;

(h) all Intellectual Property identified in Section 2.1(h) of the Disclosure Schedule, which will be transferred pursuant to the Bill of Sale;

(i) all rights of Seller to use haul roads, utility easements and other rights of way and easements used or held for use in connection with the Mining Activities that are identified on Section 2.1(i) of the Disclosure Schedule;

(j) all prepaid expenses, credits, advance payments, rights of recovery, rights of set off, rights of recoupment, deposits, charges, sums and fees (including any such item relating to the payment of Taxes incurred by Seller due to Seller conducting the Mining Activities), to the extent relating to the Acquired Assets;

(k) all warranties, guarantees and similar rights related to the Acquired Assets, including warranties and guarantees made by suppliers, manufacturers and contractors under the Acquired Assets, and claims against suppliers and other third parties in connection with the Assumed Contracts;

(l) all accounts or notes receivable of Seller;

(m) the Owned Real Property identified in Section 6.1(a) of the Disclosure Schedule (other than any Retained Assets), which will be transferred pursuant to Deeds in form and substance reasonably agreeable to the Parties (the "**Deeds**");

(n) subject to Section 2.2(f), all casualty insurance proceeds, reserves, benefits or claims of Seller under the applicable insurance policies to the extent relating to the Acquired Assets (collectively, the "**Insurance Proceeds and Claims**");

(o) all goodwill associated with the Acquired Assets;

(p) all claims of any nature available to or being pursued by Seller relating to the Acquired Assets or the Assumed Liabilities, whether arising by way of counterclaim or otherwise, pursuant to the Bill of Sale;

(q) all demands, reimbursements and rights of whatever nature, to the extent related to the Acquired Assets or any Assumed Liability, including rights under and pursuant to all warranties, representations, indemnities, licenses and guarantees made by suppliers of products, materials or equipment or components thereof, or arising from the breach by third parties of their obligations under the Assumed Contracts;

(r) all rights of Seller under non-disclosure, or confidentiality, non-compete or non-solicitation agreements;

(s) all Books and Records which will be transferred pursuant to the Bill of Sale; provided that Seller shall be entitled retain a copy of all such Books and Records;

(t) cash and cash equivalents, bank accounts and securities of Seller other than the Wind-Down Amount;

(u) all Employee Benefit Plans and assets attributable thereto to the extent transferrable to the Buyer;

(v) the assets that relate to Seller's corporate overhead function, including with respect to all tangible personal property and interests therein;

(w) all other assets of Seller primarily related to the Mining Activities, except for assets that are specifically listed as a Retained Asset;

(x) all of Seller's rights to commence and pursue any and all claims and causes of action related to the Mining Activities, including any claims and causes of action arising under the sections 502(d), 544, 545, 547, 548, and 550 of the Bankruptcy Code, or any other avoidance action under the Bankruptcy Code or applicable non-bankruptcy law, to the extent permitted pursuant to the Final DIP Order and the terms provided for therein;

(y) all prepaid accounts and deposits to the extent unrelated to the Mining Activities, but excluding any escrow accounts established to hold funds pursuant to professional escrows as set forth in the Final DIP Order;

(z) any other assets set forth on Schedule 2.1(z).

The transfer of the Acquired Assets pursuant to this Agreement shall not include the assumption of any Liability related to the Acquired Assets or the Mining Activities, unless Buyer expressly assumes that Liability pursuant to Section 2.3 or such Liability is to be reimbursed pursuant to the Transition Services Agreement.

2.2 Retained Assets. Notwithstanding anything to the contrary herein, any assets not specifically identified in Section 2.1 hereof, shall not be included as Acquired Assets and shall be retained by Seller (collectively, the "**Retained Assets**"). The Retained Assets shall include, but not be limited to, Seller's right, title and interest in the following:

(a) all assets of Seller that are not Acquired Assets;

(b) cash in an amount acceptable to Buyer and Seller to fund costs for the wind down of the Debtor's estate;

(c) contractual obligations under the Transition Services Agreement obligating Buyer to reimburse the Seller for certain post-petition, pre-closing operational liabilities;

(d) Other than the Books and Records, the corporate or limited liability company seals, organizational documents, minute books, stock books, Tax Returns, books of account or other records having to do with the corporate or limited liability company organization of Seller, and any other books and records not related to the Acquired Assets or which Seller is prohibited from disclosing or transferring to Buyer under applicable Law and is required by applicable Law to retain;

(e) all contracts that are not Assumed Contracts or Real Property Leases;

(f) except as set forth in Section 2.1(n), all insurance policies of Seller and all rights to applicable claims and proceeds thereunder including, without limitation, all director and officer insurance policies and claims thereunder;

(g) [intentionally omitted];

(h) [intentionally omitted];

(i) all Tax returns and other Tax records for Seller (other than such Tax returns and Tax records primarily related to the Mining Activities or Acquired Assets); and

(j) [intentionally omitted]

(k) any other assets set forth on Schedule 2.2(j).

2.3 Assumed Liabilities. On the Closing Date, Buyer shall assume and agree to pay, perform and discharge, when due, the following liabilities and obligations of Seller (collectively, the "**Assumed Liabilities**"):

(a) all Liabilities arising under, relating to, or in respect of the Assumed Contracts on or after the Closing Date (including all Cure Amounts for each Assumed Contract), other than (i) General Reclamation Liabilities which are addressed in Section 2.3(c), and (ii) Taxes which are addressed in Section 2.3(e);

(b) all Liabilities resulting from or arising out of or in connection with Buyer's use, operation, possession or ownership of or interest in the Acquired Assets, in each case, only to the extent such Liability first arises on or after the Closing;

(c) all General Reclamation Liabilities of Seller (whether arising before, on or after the date hereof) (except for and specifically excluding Excluded Pre-Closing Fines);

(d) all Liabilities arising from or related to fees and costs associated with the transfer of the Permits from Seller to Buyer;

(e) all Taxes with respect to the Acquired Assets attributable to any Tax period or portion thereof that begins after the Closing Date, but for the avoidance of doubt, such amount shall not include any taxes that accrued pre-petition;

(f) all Accrued Payroll;

(g) all trade payables relating to the Mining Activities or Acquired Assets arising after the Closing;

(h) any other Liability of Seller described on Schedule 2.3(h);

(i) all Liabilities assumed by Buyer under the Transition Services Agreement; and

(j) all Obligations (as defined in the DIP Term Loan Facility) due and owing on the DIP Term Loan Facility.

Notwithstanding the provisions of this Section 2.3 or any other provision in this Agreement to the contrary, Buyer shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities.

2.4 Excluded Liabilities. Notwithstanding anything to the contrary set forth herein, Buyer will not assume and will be deemed not to have assumed, and Seller will remain liable with respect to, the Excluded Liabilities. "**Excluded Liabilities**" means any and all Liabilities of Seller other than the Assumed Liabilities. including, without limitation, such Liabilities arising out of, resulting from, relating to or otherwise in respect of the following: (i) Seller's use, operation, possession or ownership of the Acquired Assets prior to the Closing, other than General Reclamation Liabilities which shall be assumed in full by Buyer at Closing, (ii) Seller's use, operation, possession or ownership of Retained Assets, other than General Reclamation Liabilities which shall be assumed in full by Buyer at Closing (iii) all Liabilities of Seller arising from the Transaction, (iv) Excluded Employee Liabilities, (v) Excluded Pre-Closing Fines, (vi) Liabilities of Seller for Pre-Closing Taxes, and (vii) all Liabilities arising out of any Environmental Claim, the presence or Release of Hazardous Materials, or any actual or alleged violations of Environmental Laws or Environmental Permits, in each case occurring prior to the Petition Date, other than General Reclamation Liabilities which shall be assumed in full by Buyer at Closing.

2.5 Consideration for Acquired Assets. The aggregate purchase price for the Acquired Assets (the "**Purchase Price**") shall be (i) the sum of credit bid in the amount of $1,000,000.00 in connection with the 2020 Prepetition Obligations to be paid to Seller in consideration for the Acquired Assets (the "**Credit Bid**") and (ii) the assumption of Assumed Liabilities.

2.6 [intentionally omitted.]

2.7 Amendment to Acquired Assets.

(a) From the date hereof until the Closing (as defined below) of the transaction contemplated hereby, Buyer shall have the right, upon written notice to Seller and for any reason to exclude any Acquired Asset other than the Permits and the [●] Leases (which shall not be excluded); provided, that no exclusions pursuant to this Section 2.7 shall result in a reduction of the Purchase Price. Any Acquired Asset so excluded by Buyer shall be deemed to no longer be an Acquired Asset and shall be deemed a Retained Asset.

(b) From the date hereof until five (5) Business Days before the Closing, Buyer, subject to the requirements of sections 365(a) and 365(f) of the Bankruptcy Code, shall have the right upon written notice to Seller to supplement the list of Assumed Contracts to include any Contract that is related solely to the Mining Operations that should have been listed as an Assumed Contract (each a "**Supplemental Assumed Contract**"); provided, however, that Buyer shall be obligated to pay Cure Amounts for any Supplemental Assumed Contract. Buyer acknowledges that the Bankruptcy Court may not approve assumption and assignment of all Supplemental Assumed Contracts designated by the Buyer hereunder and agrees to close on the sale when and if required by this Agreement notwithstanding such risk; provided, however, Seller agrees to use commercially reasonable efforts to provide notice to any counterparty of any such Supplemental Assumed Contract in sufficient time to permit such Supplemental Assumed Contract to be assumed and assigned at Closing.

(c) Any Schedules hereto shall be amended to reflect any changes made pursuant to this Section 2.7.

ARTICLE III
CLOSING

3.1 Closing. The closing of the purchase and sale provided for in this Agreement (the "**Closing**") will take place upon the earlier of July 22, 2025 and within five (5) business days of entry of the Sale Order (the **"Closing Date**") remotely by electronic exchange of documents and signatures, or at such other date or place as Seller and Buyer may mutually agree upon in writing.Closing Deliverables

3.2 Closing Deliverables.

(a) At the Closing, Seller shall deliver or cause to be delivered to Buyer the following:

(i) A true and correct copy the Sale Order;

(ii) the Bill of Sale, duly executed by Seller (or its applicable Affiliate);

(iii) the Assignment and Assumption of Contracts, duly executed by Seller (or its applicable Affiliate);

(iv) the Lease Assignments, each duly executed by Seller (or its applicable Affiliate);

(v) the Permit Transfer Agreement, duly executed by Seller;

(vi) the Deeds, to extent applicable, each duly executed by Seller (or its applicable Affiliate);

(vii) (A) a properly completed and duly executed IRS Form W-9 and (B) a certificate pursuant to Treasury Regulations Section 1.1445-2(b) providing that Seller (or its applicable Affiliate) is not a foreign person within the meaning of Section 1445 of the Code, duly executed by Seller (or its applicable Affiliate);

(viii) the certificate of the Secretary of Seller required by Section 9.2(f);

(ix) [intentionally omitted];

(x) the Transition Services Agreement, duly executed by Seller;

(xi) [intentionally omitted];

(xii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to this Agreement; and

(xiii) a closing statement setting forth the payments to be made by and received by the Parties at Closing (the "**Closing Statement**").

(b) At the Closing, Buyer shall deliver or cause to be delivered to Seller the following:

(i) the Assignment and Assumption of Contracts, duly executed by Buyer;

(ii) the Lease Assignments, duly executed by Buyer;

(iii) the Permit Transfer Agreement, duly executed by Buyer;

(iv) the Deeds, to the extent applicable, duly executed by Buyer;

(v) the certificates of the Secretary of Buyer required by Sections 9.3(d) and 9.3(e);

(vi) each applicable Bonding Commitment; and

(vii) the Transition Services Agreement, duly executed by Buyer.

3.3 Taxes Related to Closing. All federal, state and local sales, transfer, gains, excise, value-added or other similar Taxes, if any, including, without limitation, all state and local Taxes in connection with the transfer of the Acquired Assets, and all recording and filing fees, that may be imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets shall be paid by Buyer. All payments of Purchase Price will be made free and clear of, and without any reduction in respect of, any Transfer Taxes.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER REGARDING THE TRANSACTION

For the purpose of inducing Buyer to enter into and perform this Agreement, Seller represents and warrants to Buyer that the statements contained in this **ARTICLE IV** are true and correct as of the date of this Agreement, and will be true, correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this **ARTICLE IV**) (except to the extent any such representation or warranty is made as of a specified date, in which case such representation and warranty is made only as of such specified date) except as set forth in the Disclosure Schedule.

4.1 Organization of Seller. Seller is duly organized and validly existing under the Laws of the state of its incorporation or organization. Seller has the requisite limited liability company power and authority to own or use the Acquired Assets and other properties Seller owns and to conduct its business in the manner such business is conducted. Except as would not reasonably be expected to have a Material Adverse Effect, Seller is duly qualified to do business under the Laws of each state or other jurisdiction in which either the ownership or use of the Acquired Assets and other properties owned or used by it, or the nature of the activities conducted by it, requires such qualification.

4.2 Authorization of Transaction. Subject only to entry of the Sale Order, Seller has the requisite power and authority to execute and deliver this Agreement and the Ancillary Documents to which it is a party, and to perform its obligations hereunder and thereunder. Seller's execution, delivery and performance of this Agreement and the Ancillary Documents to which it is a party and the transactions contemplated hereby and thereby have been duly authorized by all requisite limited liability company action on its part. This Agreement and the Ancillary Documents to which Seller is a party have been duly executed and delivered by Seller. Subject only to entry of the Sale Order, this Agreement and the Ancillary Documents executed and delivered by Seller constitute the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with their respective terms and conditions, subject to bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditor's rights generally and general principles of equity.

4.3 No Conflicts; Consents. Subject only to entry of the Sale Order, to all consents of applicable Governmental Bodies, and to bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditor's rights generally and general principles of equity, the execution, delivery and performance by Seller of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of any Order issued by any Governmental Authority applicable to Seller; or (b) require consent, approval, Permit, Order, declaration or filing with, or notice to, any Governmental Authority or other Person.

4.4 Brokers' Fees. Other than any fees that may be payable by Seller to [Sonoran], no Seller has any Liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Buyer or any of its Affiliates could become liable or obligated.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER REGARDING THE TRANSACTION

For the purpose of inducing Seller to enter into and perform this Agreement, Buyer represents and warrants to Seller that the statements contained in this **ARTICLE V** are true and correct as of the date of this Agreement, and will be true, correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this **ARTICLE V**) (except to the extent any such representation or warranty is made as of a specified date, in which case such representation and warranty is made only as of such specified date) except as set forth in the Buyer Disclosure Schedule.

5.1 Organization. Buyer is a limited liability company that is duly organized, validly existing, and in good standing under the Laws of the State of its organization.

5.2 Authorization of Transaction. Buyer has the requisite limited liability company power and authority to execute and deliver this Agreement and the Ancillary Documents to which it is a party and to perform its obligations hereunder and thereunder. Buyer's execution, delivery and performance of this Agreement and the Ancillary Documents to which it is a party and the transactions contemplated hereby and thereby have been duly authorized by all requisite limited liability company action on the part of Buyer. This Agreement and the Ancillary Documents executed and delivered by Buyer have been duly executed and delivered by Buyer. This Agreement and the Ancillary Documents executed and delivered by Buyer constitute the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with their respective terms and conditions, subject to bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditor's rights generally and general principles of equity.

5.3 No Conflicts; Consents. Subject only to entry of the Sale Order, to all consents of applicable Governmental Bodies, and to bankruptcy, insolvency, reorganization, moratorium and similar Laws affecting creditor's rights generally and general principles of equity, the execution, delivery and performance by Buyer of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (a) conflict with or result in a violation or breach of any Order issued by any Governmental Authority applicable to Buyer; or (b) require consent, approval, Permit, Order, declaration or filing with, or notice to, any Governmental Authority or other Person.

5.4 Brokers' Fees. Buyer has no Liability or obligation to pay any fees or commissions to any broker, finder, or agent with respect to the transactions contemplated by this Agreement for which Seller or any of its Affiliates could become liable or obligated.

5.5 Permit Blocking. Except as set forth in Section 5.5 of the Disclosure Schedule, neither Buyer, any Person "owned or controlled" by Buyer nor any Person which "owns or controls" Buyer is ineligible to receive additional surface mining permits because (i) OSM, WVDEP, or any other applicable Governmental Body has identified such Person as "permit-blocked" due to past violations, and (ii) there are no known facts which could cause Buyer, any Person "owned or controlled" by Buyer nor any Person which "owns or controls" Buyer to become ineligible to accept and receive additional mining permits due to permit-blocking. As used in this

Agreement, the terms "owns or controls" or "owned or controlled" shall be defined as set forth in 30 C.F.R. §773.5 and in W.Va C.S.R. 38-2-2.83.

5.6 Financial Ability. At the Closing, Buyer will have sufficient holdings of DIP Obligations and Prepetition Obligations, cash on hand, or sources of immediately available credit to permit it to consummate the transactions contemplated by this Agreement and the Purchase Price. The Closing will not be subject to any financing contingency.

5.7 Solvency. Buyer is not entering into the transactions contemplated by this Agreement with the actual intent to hinder, delay or defraud either present or future creditors of Buyer. At and immediately after the Closing, and after giving effect to the transactions contemplated by this Agreement, Buyer: (a) will be solvent (in that both the fair value of its assets will not be less than the sum of its debts and that the present fair saleable value of its assets will not be less than the amount required to pay its probable Liabilities on its debts as they become absolute and matured); (b) will have adequate capital and liquidity with which to engage in its business; and (c) will not have incurred and will not incur debts beyond its ability to pay as they become absolute and matured.

5.8 [intentionally omitted.]

5.9 Independent Investigation. Buyer has conducted its own independent investigation, review, and analysis of the results of operations, prospects, or condition (financial or otherwise) of the Acquired Assets, the Assumed Liabilities, and the Mining Activities. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and the Ancillary Documents to which it is or will be a party and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own investigation and the express representations and warranties of Seller expressly set forth in this Agreement; and (b) neither Seller nor any other Person has made any representation or warranty as to Seller, regarding the Acquired Assets, the Mining Activities, or this Agreement, except as expressly set forth in this Agreement.

5.10 Acknowledgment. BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT SELLER MAKES NO REPRESENTATION OR WARRANTY, AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THE ACQUIRED ASSETS (INCLUDING, WITHOUT LIMITATION, ANY INTELLECTUAL PROPERTY AND THE ASSUMED CONTRACTS). BUYER HEREBY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE ACQUIRED ASSETS (INCLUDING ANY INTELLECTUAL PROPERTY OR ASSUMED CONTRACTS) ARE BEING CONVEYED AND TRANSFERRED TO BUYER ON AN "AS-IS, WHERE-IS" BASIS AND "WITH ALL FAULTS" IN SUCH CONDITION AT CLOSING

5.11 No Due Diligence Contingency. Buyer's obligations under this Agreement are not contingent upon Buyer's performance or completion of due diligence or satisfaction of the results therefrom.

ARTICLE VI
REPRESENTATIONS AND WARRANTIES OF SELLER REGARDING THE ACQUIRED ASSETS

For the purpose of inducing Buyer to enter into and perform this Agreement, Seller represents and warrants to Buyer that the statements contained in this **ARTICLE VI**, except as set forth in any schedule included in the Disclosure Schedule, are true and correct as of the date of this Agreement and will be true, correct and complete as of the Closing Date (as though made then and as though the Closing Date were substituted for the date of this Agreement throughout this **ARTICLE VI**) (except to the extent any such representation or warranty is made as of a specified date, in which case such representation and warranty is made only as of such specified date).

6.1 Real Property.

(a) Section 6.1(a) of the Disclosure Schedule contains a description of all real property interests, if any, owned by Seller (the "**Owned Real Property**"). Seller holds Mining Title to the Owned Real Property.

(b) Section 6.1(b)(i) of the Disclosure Schedule sets forth all material leases subleases, licenses, rights-of-way, easements, authorizations, surface use agreements, consents, wheelage agreements or haul road agreements (collectively, the **"Real Property Leases**") for the real property leased by Seller and used in, held for use, or necessary for the conduct of the Mining Activities (collectively, the "**Leased Real Property**"). Seller has good and valid title to the leasehold estate under such Leased Real Property. Except as set forth on Section 6.1(b)(ii) of the Disclosure Schedule, there are no defaults on Seller's part under the Real Property Leases and, to Seller's Knowledge, there are no defaults on the part of any other party under the Real Property Leases. To the Knowledge of Seller, there are no oral or unwritten amendments or modifications to the Real Property Leases.

(c) To the Knowledge of Seller, Seller has not mined any coal that it did not have the right to mine or mined any coal with respect to the Acquired Assets as to give rise to any valid claims for lost coal or trespass.

(d) Seller has made available to Buyer all requested geological data, reserve data, material existing mine maps, surveys, title insurance policies, title insurance, title opinions, abstracts, lease files, and other evidence of title, core hole logs and associated data, coal measurements, coal samples, lithologic data, coal reserve calculations or reports, washability analyses or reports, quality analyses, mine plans, mining permit applications and supporting data, engineering studies and all other Books and Records, information, maps, reports and data in the possession of Seller and relating to or affecting the Real Property, including the coal reserves, coal ownership, coal leases to Seller, coal leases from Seller to third parties, mining conditions, mines, and mining plans of Seller as prepared and utilized by Seller in its day-to-day Mining Activities.

(e) No condemnation or eminent domain Proceeding against any Owned Real Property is pending or, to the Knowledge of Seller, threatened. To the Knowledge of Seller, no condemnation or eminent domain Proceeding against any Leased Real Property is pending or threatened.

6.2 Title and Condition of Assets

(a) Subject to Permitted Encumbrances, Seller (i) has good and valid title to all of the Acquired Assets (other than Real Property, which is addressed in Section 6.1), or (ii) if applicable, has a valid leasehold interest in such Acquired Assets (other than Real Property, which is addressed in Section 6.1) under valid and enforceable leases, and each such lease is listed in Section 6.2 of the Disclosure Schedule (the "**Personal Property Leases**"). No rights of Seller under such Acquired Assets or Personal Property Leases have been sold, conveyed, leased, assigned or otherwise transferred to any other Person.

(b) Subject to Permitted Encumbrances, all Coal Inventory is owned by Seller and no Coal Inventory is held on a consignment basis.

(c) All Books and Records that are part of the Acquired Assets have been made available to Buyer.

6.3 Intellectual Property. To Seller's Knowledge, no Intellectual Property owned by Seller that is part of the Acquired Assets infringes upon, misappropriates, or otherwise conflicts with, any intellectual property rights of any Third Parties.

6.4 Permits and Environmental Compliance

(a) Section 6.4(a) of the Disclosure Schedule sets forth (i) all Permits necessary to conduct the Mining Activities as currently conducted; and (ii) all Pending Permits, or any amendments, modifications or revisions to Permits, related to the Acquired Assets and the Mining Activities.

(b) Seller has made available for inspection to Buyer true, correct and complete copies of (i) all Permits, the amount of any bond required for each such Permit, and the surety for each such bond or manner in which each such bond has otherwise been posted, and (ii) any and all applications for the Pending Permits that have been submitted to any Governmental Authority by Seller pertaining to the Permits, or drafts of such applications for Pending Permits in the possession of Seller that are in the process of development either in-house or through consultants.

(c) To Seller's Knowledge: (A) None of the Acquired Assets has been or is being used in any manner associated with the production, manufacture, processing, generation, storage, treatment, disposal, management, shipment or transportation of Hazardous Substances, except for such Hazardous Substances that are present in the Ordinary Course of Business and in compliance with Environmental Laws in all material respects, and, no such Acquired Assets are Contaminated by any Hazardous Substance; (B) [except as set forth in Section 6.4(c) of the Disclosure Schedule,] there are no underground storage tanks on, in or under the Acquired Assets, whether the tanks are in use, out of service or decommissioned, and whether or not regulated; (C) there is no asbestos-containing material in any hazardous form or condition located at, on, in or under the Acquired Assets; (D) there are no materials or equipment containing polychlorinated biphenyls located at, on, in or under the Acquired Assets; (E) there are no landfills or other areas on the Acquired Assets where Hazardous Substances have been disposed; (F) Seller has not disposed of any Hazardous Substances related to the Acquired Assets or the Mining Activities in violation of Environmental Laws; (G) [except as set forth in Section 6.4(c) of the Disclosure

Schedule,] there are no above-ground storage tanks located at or on the Acquired Assets; and (H) there are no outstanding Encumbrances or restrictions on use or development that have been placed on the Acquired Assets under any Environmental Law.

(d) [Except as set forth in Section 6.4(d) of the Disclosure Schedule,] To Seller's Knowledge, no conditions exist relating to the Acquired Assets or the Mining Activities that would reasonably be expected to (i) prevent Buyer's or its Affiliates' compliance with Environmental Laws in all material respects, including any Environmental Laws relating to any existing onsite or offsite Releases or threatened Releases of Hazardous Substances, or (ii) require Buyer or its Affiliates to assume any Liability or undertake any investigatory, remedial or corrective actions pursuant to Environmental Laws (except for (A) General Reclamation Obligations, which are assumed in full by Buyer at Closing, and (B) obligations under any Permit and associated Environmental Laws pursuant to which such Permits were issued), including any Environmental Laws relating to any existing onsite or offsite Releases or threatened Releases of Hazardous Substances or imposing Liability for personal injury, property damage or natural resource damage.

6.5 Reclamation Bonds. Section 6.5 of the Disclosure Schedule contains a list of all current Bonds. No Governmental Authority has made a claim against financial assurances posted by Seller as security for the Permits.

6.6 Material Contracts. Seller has made available to Buyer copies of all written Material Contracts and summaries of all oral Material Contracts, including all amendments, modifications, waivers and elections applicable thereto.

6.7 Litigation. Except for any enforcement actions with respect to the Permits and as set forth in Section 6.7 of the Disclosure Schedule, there are no Proceedings by or before any court or Governmental Authority now pending or, to Seller's Knowledge, threatened, and no Decrees are in effect, against Seller in connection with the Acquired Assets or the Mining Activities.

6.8 Employment Matters.

(a) Seller has provided Buyer with a list of all individuals who are employees, independent contractors or consultants of Seller and engaged in the Mining Activities as of the date hereof, including any employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (i) name; (ii) title or position (including whether full-time or part-time); (iii) hire or retention date; (iv) current annual base compensation rate or contract fee; (v) commission, bonus or other incentive-based compensation; (vi) employer, and (vii) work location. As of the date hereof, all compensation, including wages, commissions, bonuses, fees and other compensation, payable to all employees of Seller engaged in Mining Activities for services performed have been paid in full, and there are no outstanding and currently overdue agreements, understandings or commitments of Seller with respect to any compensation, commissions, bonuses or fees owed to such individuals.

(b) Seller is not or has not been for the past five (5) years, a party to, bound by, or has negotiated any collective bargaining agreement or other contract with a union, works council or labor organization (collectively, "**Union**") with regard to the Mining Activities, and there is not, and has not been for the past five (5) years, any Union representing or purporting to represent any employee of Seller engaged in Mining Activities, and to the Knowledge of Seller no Union or group of employees is seeking to organize employees engaged in the Mining Activities for the purpose of collective bargaining. Seller has no duty to bargain with any Union.

6.9 No Additional Representations. Except for the representations and warranties expressly set forth in this Agreement, neither Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, at law or in equity, on behalf of Seller, including any representation or warranty as to the accuracy or completeness of any information regarding Seller, the Acquired Assets (including any Intellectual Property), the Assumed Contracts, the Assumed Liabilities, or the Mining Activities furnished or made available to Buyer and its Representatives (including any information, documents or material made available to Buyer and its Representatives in any management presentations or in any other form in expectation of the transactions contemplated hereby), or any representation or warranty arising from statute or otherwise in law. **EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACQUIRED ASSETS (INCLUDING ANY INTELLECTUAL PROPERTY OR ASSUMED CONTRACTS), THE MINING ACTIVITIES, LIABILITIES, OR OPERATIONS, INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO CAPACITY, CONDITION, DESIGN, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OPERATION OR QUALITY. ALL SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED**

ARTICLE VII
INTERIM PERIOD COVENANTS OF THE PARTIES

The Parties agree as follows with respect to the Interim Period:

7.1 Bankruptcy Matters. Each of the Parties shall use commercially reasonable efforts to cooperate, assist and consult with each other to secure the entry of the Sale Order following the date hereof, and to consummate the transactions contemplated by this Agreement, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by Buyer under this Agreement and furnishing any testimony regarding the transactions contemplated hereby.

7.2 Notices. Seller will, at its sole cost and expense, (a) give all notices to Third Parties and (b) make all filings with, and use commercially reasonable efforts to obtain, all authorizations, consents, and approvals of Governmental Authorities in connection with the matters referred to in Section 4.3 (but excluding any matters associated with the transfer of the Permits and Pending Permits as set forth in Section 8.4).

7.3 Preservation of Acquired Assets. Seller shall use commercially reasonable efforts to maintain, repair and keep the assets and properties comprising the Acquired Assets in at least as good of a condition as their current condition (reasonable wear and tear excepted). With respect to the Acquired Assets and the Mining Activities, Seller will not engage in any practice, take any action or enter into any transaction, outside the Ordinary Course of Business without the prior written consent of Buyer, except as anticipated by or necessary for the performance of this Agreement or required by Law.

7.4 Access. Seller will permit Representatives of Buyer to have access at all reasonable times during normal business hours upon reasonable advance notice to Seller, and in a manner so as not to interfere in a material respect with the normal business operations of Seller, and under supervision of Seller's personnel, to all premises, properties, personnel, books, records, contracts and documents of or pertaining to the Acquired Assets and the Assumed Liabilities (and to the extent of Seller's control, Mining Activities). Without limiting the foregoing, Seller will (a) assemble and make available requested or relevant books, records and data, in each case to the extent relating to the Mining Activities, (b) permit Buyer and its Representatives to make physical inspections of the properties included in the Acquired Assets and Assumed Liabilities at all reasonable times, and (c) provide Buyer and its Representatives with access to management employees of Seller to review environmental matters, coal reserves, permits, and mine plans.

7.5 Permits. Within [ten (10) Business Days] of the execution of this Agreement, Buyer shall file with the WVDEP applications for Buyer to obtain issuance by WVDEP, as applicable, of "advance approval" of Buyer as an operator under each Permit.

7.6 Operational Covenants. Seller will, through the Closing, operate the business in a manner that enables it to fulfill the budget attached hereto as Exhibit 7.6. In particular, the Seller will satisfy the following conditions through the Closing (the "**Performance Covenants**"), the failure of which shall permit the Buyer to terminate this Agreement:

(a) Produce not less than 7,125 clean tons of coal through the wash plant per week, with each week beginning on Sunday and ending on Saturday.

(b) Pre-sell all forecasted tonnage of coal available for shipment in August and September is pre-sold prior to the auction date for such coal.

(c) Take all required actions to ensure that the SSAB July shipment occurs on or before July 11, 2025.

(d) Make no payments in the aggregate exceeding $120,000 to prepetition creditors of Debtors Raven Crest Mining, LLC, Raven Crest Contracting, LLC, and/or Raven Crest Leasing LLC for any prepetition claims of such creditors.

ARTICLE VIII
CLOSING AND POST-CLOSING COVENANTS OF THE PARTIES

The Parties agree as follows with respect to the period following the Closing:

8.1 Further Assurances. If at any time after the Closing any further action is necessary or desirable to carry out the intent and purposes of this Agreement, each of the Parties will take such further action (including the execution and delivery of such further instruments and documents) as any other Party reasonably may request, all at the sole cost and expense of the requesting Party.

8.2 Books and Records. Seller acknowledges and agrees that, from and after the Closing, Buyer will be entitled to possession of the Books and Records; provided, that, Seller may retain a copy of the Books and Records for all Pre-Closing Tax Periods (which shall be subject to the provisions of Section 8.3 to the extent the same constitutes Confidential Information).

8.3 Confidentiality. Except as may be required in connection with the bankruptcy proceedings of Seller or to comply with applicable Law, Seller will treat and hold as confidential all of the Confidential Information, and refrain from using any of the Confidential Information except in connection with performance of Seller's obligations or assertion of its rights under this Agreement.

8.4 Permits and Guarantees; Other Filings.

(a) Within [ten (10) Business Days] after the Closing Date, Buyer and Seller shall cause to be filed with each applicable Governmental Authority all filings necessary to cause such Governmental Authority to transfer the Permits (including the transfer of all applicable filings and materials related to Pending Permits), including but not limited to all filings with MSHA, the West Virginia Department of Environmental Protection, Division of Mining and Reclamation, the United States Forest Service and other applicable Governmental Authorities (the "**Initial Filings**") to Buyer in accordance with applicable Law. Seller will, prior to, at and after the Closing Date, at the cost and expense of Buyer, cooperate with Buyer including the execution of such documents and instruments as are reasonably required to cause Buyer to: (i) receive approval of the applicable Governmental Authority and obtain all rights sought under all Permits and Pending Permits; (ii) be designated as "operator" under the Permits and Pending Permits and to otherwise be allowed to operate on the Permits; and (iii) receive transfer of such Permit or Pending Permits or to become the successor thereto as the Governmental Authority may require.

(b) Through the application of commercially reasonable efforts until the actual transfer of the Permits and, to the extent transferrable, the Pending Permits, by the Governmental Authorities, Buyer shall cause (with Seller's cooperation) all filings to be made with the appropriate Governmental Authorities necessary to transfer the Permits to Buyer in accordance with Law.

(c) Following the Closing Date, Seller shall cause each Permit that is in its name to be retained in its name, until the applicable Governmental Authority transfers the Permits and, to the extent transferrable, the Pending Permits, to Buyer on the terms and conditions set forth in the applicable Permit Transfer Agreement. Seller shall not take any steps to amend or modify any Permit (or Pending Permit) nor, unless requested by Buyer, will Seller file any Permit amendment, waiver or modification. At the request of Buyer, Seller will file with the WVDEP (defined below) all amendments, waivers, modifications, revisions, or other modifications to any Permits.

(d) On or immediately after the Closing, Seller and Buyer shall file with the West Virginia Department of Environmental Protection ("**WVDEP**") and any other applicable Governmental Authority an application for the transfer of each required Permit from Seller to Buyer, in a format and manner acceptable to the WVDEP, along with all applicable fees to be paid by Buyer. As promptly as reasonably practicable after the Closing, Seller and Buyer shall take all actions and do, or cause to be done, all things necessary or desirable with WVDEP or other appropriate Governmental Authority to effect the transfer of the Permits from Seller to Buyer.

(e) In addition to the requirements set forth in Section 8.4(d) above, as soon as reasonably possible in the course of the permit transfer process with WVDEP, Buyer shall (i) procure and cause to be issued replacement surety bonds ("**Replacement Bonds**") or other financial assurances acceptable to WVDEP with respect to the Permits, in such amounts and by such issuers as are acceptable to WVDEP, and (ii) secure the release to Seller or its Affiliates of all surety bonds, certificates of deposit or cash collateral posted by or for the benefit of Seller with respect to the Permits. As soon as reasonably possible after Closing, Buyer shall put in place with WVDEP such financial assurances as are necessary to replace and release the financial assurances of Seller with respect to each Permit to obtain the release to Seller or its Affiliates any and all financial assurances previously placed by Seller or its Affiliates with respect thereto as soon as reasonably possible with the intent of the parties being that the financial assurances of Seller shall be released not later than [one hundred and fifty (150)] days after Closing, and, the transfer of the applicable Permit ("**Permit Transfer**") shall be completed not later than [one hundred fifty (150) days] after the Closing, both subject to any delays by WVDEP in the regulatory process beyond the control of Buyer. Further, all financial assurances given by Buyer to WVDEP with respect to any Permit in performance of this Section 8.4(e) shall remain in place on behalf of Seller after the filing thereof on or immediately after the Closing and shall continue in effect, modified or supplemented by Buyer as required by WVDEP, until the completion of the Permit Transfer for such Permit.

(f) After the Closing Date, with respect to each applicable Permit, Buyer covenants, agrees, and undertakes to fully and adequately conduct operations on such Permit, at its sole cost and expense, so as to perform all actions and perform all requirements that are necessary to maintain each Permit, in accordance with the terms, conditions, covenants and requirements of this Agreement and in material compliance with the terms and conditions of each Permit and all applicable Laws and Regulations (other than Excluded Pre-Closing Fines). Notwithstanding anything to the contrary contained herein, Buyer shall reimburse, indemnify and hold harmless Seller and/or its Affiliates from any and all Liabilities incurred by Seller and/or its Affiliates arising from, related to or in connection with Buyer's or its designee's mining operations as the designated operator under the Permits or in connection with any action taken by Seller at Buyer's or its Affiliates' request after Closing.

(g) Buyer shall, after such "advance approval" is granted but not before the Closing, operate under each Permit as the designated operator thereon until the Permit is formally transferred to Buyer; and, during such period, shall continue to diligently pursue the Permit Transfer for each such Permit as set forth in this Agreement as promptly as possible. To the fullest extent allowed by and in accordance with applicable Law, following the Closing, Seller grants Buyer and its designees the right to conduct mining operations, at the sole cost and expense of Buyer, following the Closing at the South Fork Mine subject to the Permit, as the designated operator under "advance approval" until such time as the Permit Transfer is formally completed by WVDEP.

(h) At all times from and after Closing, Buyer shall, and shall cause its designees to, at Buyer's sole cost and expense, comply with all of the applicable Laws and

Regulations and all conditions and requirements of, or pertaining to, the Permits. Buyer or its designee conducting operations on the Permits shall promptly deliver to Seller written notice of any incidents, violations or occurrences received by Buyer with respect to any Permit.

(i) Until such time as a Permit is transferred to Buyer, Buyer shall, and shall cause its designees to, take all reasonable and necessary actions such that Buyer will not have been denied, or be made subject to denial of, any application for transfer of such Permit or other required authorization from a Governmental Authority due to application of the Applicant Violator System or any similar applicable state system established pursuant to SMCRA or other applicable Law and Regulation.

(j) Buyer shall (i) perform such operations according to its own manner and methods consistent with this Agreement and without direction or control by Seller, and (ii) at all times shall have and exercise sole and exclusive control over its work force and labor relations. Buyer and any contractor employed by Buyer for the performance of Buyer's operations on any Permit shall be required to obtain any MSHA legal identification number or any other required governmental license for the conduct of their operations and shall prepare for filing by Seller any reports to any Governmental Authority required to be filed by the permittee under such Permit until final completion of the Permit Transfer for such Permit.

8.5 Items to Proper Party. After Closing, each Party will promptly deliver to the other Party any mail or other communications, monies, checks, drafts or other instruments of payment received by such Party that belong to such other Party or to which such other Party is entitled pursuant to the terms of this Agreement. In addition, if after Closing (a) Seller is in possession of any Acquired Asset, Seller will transfer possession of such Acquired Asset to Buyer and (b) Buyer is in possession of any Retained Asset, Buyer will transfer possession of such Retained Asset to the Seller.

8.6 Employees and Employee Benefits.

(a) Buyer shall employ all employees (other than the Excluded Employees) who are engaged in Mining Activities and actively at work on the Closing Date, on an "at will" basis (collectively "**Transferred Employees**"). Buyer shall comply with all applicable Laws in connection with the retention of the Transferred Employees. This Section 8.6(a) is not intended to confer upon any employees or consultants of Seller any rights or remedies hereunder. Buyer will not take any action with respect to any Transferred Employee that would cause, in whole or in part, Sellers to incur liability under the WARN Act.

(b) From and after the Closing Date, Buyer shall provide (or cause its applicable Affiliate to provide) to each Transferred Employee, for a period of at least twelve (12) months following the Closing or until the relevant Transferred Employee's termination of employment if sooner, (i) a base salary or base wages equal to or more than those provided to such Transferred Employee by Seller, (ii) other employee benefits, at the discretion of Buyer, that are substantially comparable in the aggregate to those provided to such Transferred Employees while employed by Seller, and (iii) any other additional benefits, terms and conditions of employment required by applicable Law.

(c) Seller shall be solely responsible, and Buyer shall have no obligations whatsoever for, any compensation or other amounts payable to any current or former employee, officer, director, independent contractor or consultant of Seller, including, without limitation, hourly pay, commission, bonus, salary, accrued vacation, fringe, pension or profit sharing benefits or severance pay for any period relating to the service with Seller at any time on or prior to the Closing Date. Buyer shall be solely responsible, and Seller shall have no obligations whatsoever, for any compensation or other amounts payable to any Transferred Employee for any period relating to the service with Buyer or any of its Affiliates, including, without limitation, hourly pay, commission, bonus, salary, accrued vacation, fringe, pension or profit-sharing benefits or severance pay.

(d) Except for such Liabilities that would not remain the responsibility of Seller under applicable Laws (e.g., black lung claims), Seller shall remain solely responsible for all claims for medical, dental, life insurance, health accident or disability benefits brought by or in respect of current or former employees, officers, directors, independent contractors or consultants of Seller or the spouses, dependents or beneficiaries thereof, which claims relate to events occurring on or prior to Closing. Seller also shall remain solely responsible for all worker's compensation claims of any current or former employees, officers, directors, independent contractors or consultants of Seller that are caused by events occurring on or prior to Closing.

8.7 WVDEP Reclamation Liabilities. From and after the Closing, Buyer shall perform the Sellers' obligations under the Permits pursuant to and in accordance with the Permit Transfer Agreement; provided, however, that nothing herein shall obligate Buyer to pay any Excluded Pre-Closing Fines.

8.8 Certificated Personal Property. Within 30 days from and following the Closing, Seller shall compile titles with respect to all personal property that title of which by law is vested in a certificate and such personal property constitutes an Acquired Asset (collectively, "Certificated Personal Property"), execute, and deliver same to Buyer. If any such certificate has been lost, misplaced, mutilated, or destroyed, Seller shall request and obtain replacement a certificate or certificates for such Certificated Personal Property.

ARTICLE IX
CONDITIONS PRECEDENT

9.1 Conditions to Obligation of the Parties. The obligations of each Party to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction, at or prior to the Closing, of the following condition (which conditions, other than the conditions set forth in Section 9.1(a) may be waived by the Parties):

(a) No Proceeding shall be pending or threatened in writing before any Governmental Authority other than any enforcement Proceeding with respect to the Permits (except for any enforcement action in which a Governmental Authority has asserted or threatened to fail to transfer the Permits to Buyer) that, if successful, would be reasonably likely to (i) prevent consummation of any of the transactions contemplated by this Agreement or (ii) cause any of the transactions contemplated by this Agreement to be illegal and rescinded following consummation.

(b) The Bankruptcy Court shall have entered the Sale Order, which shall be in form and substance reasonably acceptable to Buyer and Seller and no Order staying, reversing, modifying or amending the Sale Order shall be in effect on the Closing Date.

(c) The Sale Order shall be non-appealable and not otherwise subject to review, reversal, modification or amendment, by appeal or writ of certiorari. Notwithstanding anything herein to the contrary, the parties may, in their sole and absolute discretion, complete the transactions contemplated by this Agreement prior to the Sale Order becoming a final non appealable order of the Bankruptcy Court.

9.2 Conditions to Obligation of Buyer. The obligation of Buyer to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Seller expressly set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date as if made anew by Seller on and as of such date;

(b) Seller shall have performed and complied in all material respects with all of its covenants, including, without limitation, the Performance Covenants set forth in Section 7.6, required by this Agreement to be performed and complied with by it prior to or as of the Closing Date;

(c) Seller shall have delivered, at its sole expense, evidence satisfactory to Buyer that all consents, waivers, approvals, authorizations and orders required to be obtained from any Governmental Authorities or other Persons, and all filings required to be made with any Governmental Authorities or other Persons, by Seller for the consummation of the transactions contemplated by this Agreement (including without limitation all required consents or approvals needed by Seller to transfer the Permits to Buyer) have been obtained or made;

(d) During the Interim Period, no Material Adverse Change regarding the Acquired Assets or the Mining Activities shall have occurred;

(e) The leases governing the Leased Real Property shall be in full force and effect and shall not have been terminated or rejected;

(f) Seller shall have delivered to Buyer a certificate to the effect that each of the conditions specified above in clauses (a), (b), (c), (d), and (e) are satisfied in all respects;

(g) Buyer shall have reached an agreement with DIP Revolving Lender or such other lending source offering a comparable revolving lending facility on terms acceptable to Buyer to provide a revolving loan facility to the Buyer.

(h) Seller shall have delivered or caused to be delivered to Buyer all items set forth in Section 3.2(a).

Buyer may waive any condition specified in this Section 9.2 if it executes a writing so stating at or prior to the Closing.

9.3 Conditions to Obligation of Seller. The obligation of Seller to consummate the transactions to be performed by it in connection with the Closing is subject to satisfaction, at or prior to the Closing, of each of the following conditions:

(a) The representations and warranties of Buyer contained in **ARTICLE V** of this Agreement shall be accurate in all material respects on and as of the Closing Date as if made anew by Buyer on and as of such date;

(b) Buyer shall have performed and complied in all material respects with all of its covenants required by this Agreement to be performed and complied with by it prior to or as of the Closing Date;

(c) Buyer shall have delivered, at its sole expense, evidence satisfactory to Seller that all consents, waivers, approvals, authorizations and orders required to be obtained from any Governmental Authorities or other Persons, and all filings required to be made with any Governmental Authorities or other Persons, by Buyer for the consummation of the transactions contemplated by this Agreement (including without limitation all required consents or approvals referred to in Section 9.3(c) of the Buyer Disclosure Schedule) have been obtained or made;

(d) Buyer shall have delivered to Seller a certificate to the effect that each of the conditions specified above in clauses (a), (b) and (c) is satisfied in all respects;

(e) Buyer shall have delivered, or caused to be delivered, to Seller a certificate, in form and substance reasonably satisfactory to Seller, duly executed by the Secretary or other officer of Buyer, dated the Closing Date, annexing and certifying as true and complete: (i) copies of Buyer's Organizational Documents; (ii) a certificate of good standing of Buyer, issued by the Secretary of State of the jurisdiction in which Buyer was organized and dated within five Business Days of the Closing Date; and (iii) resolutions of the board of directors or applicable governing body of Buyer authorizing the execution, delivery and performance of this Agreement and the Ancillary Documents to which it is a party and the consummation of the transactions contemplated hereby and thereby;

(f) Buyer shall have delivered or caused to be delivered to Seller all items set forth in Section 3.2(b); and

(g) Neither Buyer, or any other Person "owned or controlled" by Buyer, or any Person which "owns or controls" Buyer is "permit blocked" or shall have received notice from the OSM or the agency of any state administering SMCRA or any comparable state Law, that it is: (i) ineligible to receive additional surface mining permits; or (ii) actively under investigation to determine whether its eligibility to receive such permits should be revoked, i.e. "permit blocked."

Seller may waive any condition specified in this Section 9.3 by executed a writing so stating at or prior to the Closing.

ARTICLE X
BANKRUPTCY

10.1 Sale Order. This Agreement and transactions contemplated hereby are conditioned upon and subject to entry of the Sale Order by the Bankruptcy Court approving the results of the sale process, any auction conducted in connection with such approved sale process, and the ultimate selection of this Agreement and the transactions contemplated hereby by the Debtors as the highest and best bid for the Acquired Assets following the completion of the sale process and auction.

10.2 363 Sale. Seller will seek approval and entry of the Sale Order pursuant to a motion to be filed by Seller under section 363 of the Bankruptcy Code (the "**Sale Motion**"). Seller shall serve the Sale Motion on (A) all entities known to assert any Encumbrance, Liability or interest in the Acquired Assets; (B) all parties to each Contract that is identified by the schedules to this Agreement as an Assumed Contract; (C) all governmental taxing authorities that have or as a result of the sale of the Acquired Assets may have claims contingent or otherwise, against Seller; (D) all state and local taxing authorities having jurisdiction over any of the Acquired Assets, including the Internal Revenue Service; (E) all state and local governmental agencies, environmental and health and safety agencies in any jurisdiction where Seller owns real property; (F) the WVDEP; (G) all parties that filed requests for notices under Bankruptcy Rule 9010(b) or were entitled to notice under Bankruptcy Rule 2002; (H) all known creditors (whether liquidated, contingent or unmatured) of Seller; (I) the Office of the Attorney General of West Virginia; (J) the United States Department of Justice; (K) counsel to the Official Committee of Unsecured Creditors appointed in the Chapter 11 Cases; (L) the Office of the United States Trustee for Region 3; and (M) counsel to Buyer and all other notice parties reasonably requested by Buyer in writing to Seller within two (2) Business Days after the execution of this Agreement.

10.3 Higher Offers. Buyer recognizes that Seller may accept a bid for a Competing Transaction that Seller reasonably concludes is a higher and/or better offer for the Acquired Assets. In the event Seller receives and accepts a bid for a Competing Transaction, Seller shall have no liability to Buyer.

10.4 Sale Order. This Agreement and the transactions contemplated hereby are conditioned upon and subject to (i) Buyer being selected as the highest and best bid for the Acquired Assets approval of the Bankruptcy Court through the entry of a Sale Order.

10.5 No Conflicts. Seller further covenants and agrees that the terms of any plan of reorganization or liquidation, or any order of dismissal, submitted to the Bankruptcy Court by Seller shall not conflict with, supersede, abrogate, nullify or restrict the terms of this Agreement, or in any way prevent or interfere with the consummation or performance of the transactions contemplated by this Agreement.

ARTICLE XI
TERMINATION

11.1 Termination of Agreement. This Agreement may be terminated at any time prior to Closing:

(a) by mutual written consent of the Parties;

(b) by either Seller or Buyer, if the Closing has not occurred by the Outside Date, and the party seeking to terminate this Agreement has not breached this Agreement in a manner that has been the principal cause of the Closing not occurring on or prior to the Outside Date; provided, however, that the Outside Date may be extended by Seller and Buyer upon mutual agreement;

(c) by either Seller or Buyer, upon the entry of an Order of the Bankruptcy Court authorizing the sale of the Acquired Assets in a Competing Transaction; provided, however, that Buyer shall not be permitted to terminate this Agreement upon entry of such Order if Buyer is determined to be the Backup Bidder for the Acquired Assets, in which case Buyer is required to remain bound by the terms of this Agreement until the closing of the Competing Transaction;

(d) by Seller, if Buyer shall have materially breached any of its obligations, representations, warranties, covenants or agreements contained in this Agreement, which breach cannot be or has not been cured within five (5) Business Days after the giving of written notice by Seller to Buyer specifying such breach;

(e) by Buyer, if Seller shall have materially breached any of its obligations, representations, warranties, covenants or agreements contained in this Agreement, which breach cannot be or has not been cured within five (5) Business Days after the giving of written notice by Buyer to Seller specifying such breach or the Seller fails to meet the Performance Covenant; and

(f) By Buyer, if the Bankruptcy Court enters an order dismissing the Chapter 11 Case of Seller or converting the Chapter 11 Case of Seller to a case under chapter 7 of the Bankruptcy Code, or appoints a trustee in Seller's Chapter 11 Case or an examiner with enlarged powers relating to the operation of Seller's businesses, and such dismissal, conversion or appointment is not reversed or vacated within [five (5) Business Days] after the entry thereof.

11.2 Effect of Termination.

(a) In the event of the termination of this Agreement as provided in Section 11.1, this Agreement shall forthwith become void and there shall be no liability on the part of either party. Notwithstanding the foregoing, nothing in this **ARTICLE XI** will be deemed to release any party from liability for any willful breach of this Agreement, willful misconduct, fraudulent, or criminal acts, the remedies for which shall not be limited by the provisions of this Agreement.

ARTICLE XII
MISCELLANEOUS

12.1 Entire Agreement. This Agreement, including the schedules and exhibits, and the Ancillary Documents constitute the entire agreement among the Parties pertaining to the subject matter of this Agreement, and supersede all prior agreements, understandings, negotiations and discussions of the Parties, whether oral or written, to the extent they related in any way to the subject matter of this Agreement.

12.2 No Successor Liability. The Parties intend that, except as included in the Assumed Liabilities, upon the Closing, Buyer shall not be deemed to: (a) be the successor of or successor employer to Seller, including with respect to any employee benefit plans, under the Coal Act, and any common law successor liability; (b) have, de facto, or otherwise, merged with or into Seller; (c) be a mere continuation or substantial continuation of Seller or the enterprise(s) of Seller; or (d) be liable for any acts or omissions of Seller in the conduct of the Mining Activities or arising under or related to the Acquired Assets other than as set forth in this Agreement. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, the Parties intend that Buyer shall not be liable for any Liens (other than Permitted Encumbrances), including any tax liens, against Seller or any of its predecessors or Affiliates, and that Buyer 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, existing or hereafter arising, with respect to the Mining Activities, the Acquired Assets or any Liabilities of Seller arising prior to the Closing Date.

12.3 Amendment. This Agreement may be amended only by an instrument in writing signed by all Parties to this Agreement.

12.4 Extension; Waiver. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12.5 Expenses. Except as otherwise provided in this Agreement, each of the Parties shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

12.6 Governing Law. This Agreement shall be construed and interpreted according to the Laws of the State of Delaware, without regard to any choice or conflict of law provision or rules (whether of the State of Delaware or any other jurisdiction), except in the case of the Permits and Real Property in which case this Agreement shall be construed and interpreted according to the Laws of the State of West Virginia.

12.7 Assignment. This Agreement and each Party's respective rights and obligations hereunder may not be assigned without the prior written consent of the other Parties, provided, however, that nothing in this Agreement shall prevent a successor-in-interest to any Party from enforcing the provisions of this Agreement.

12.8 Notices. All notices, requests, demands, claims and other communications under this Agreement shall be in writing and shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt) or by electronic transmission (with confirmation received by the sender), or (ii) one Business Day after sent by a nationally recognized overnight delivery service, in all cases addressed to the Person for whom it is intended at its address set forth below, or to such other address as a Party shall have designated by notice in writing to the other Parties in the manner provided by this Section 12.8:

If to Seller:	
	[c/o White Forest Resources, Inc.] 110 Professional Park Beckley, WV 25801 Attention: Gregory A. Whirley, Jr. Email: GWhirley@whiteforestresources.com
With copies (which shall not constitute notice) to:	
	Chipman Brown Cicero & Cole, LLP Hercules Plaza 1313 N. Market Street, Suite 5400 Wilmington, DE 19801 Attention: Alan M Root Email: root@chipmanbrown.com
If to Buyer:	[●] [● CITY, STATE ZIP] Attention: [●] Email: [●]
With copies (which shall not constitute notice) to:	Faegre Drinker Biddle & Reath LLP 1177 Avenue of the Americas, 41st Floor New York, NY 10036 Attention: Laura E. Appleby Email: laura.appleby@faegredrinker.com

12.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

12.10 Interpretation; Construction. Any reference to any federal, state, local, or foreign Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. The word "including" shall mean including without limitation. The singular shall mean the plural, the plural shall mean the singular, and the use of any gender shall include all genders. All references to "Section" shall be deemed to refer to the provisions of this Agreement unless otherwise expressly provided. All references to time shall mean Eastern Standard Time or Eastern Daylight Time, as then in effect. The words "this Agreement," "hereof," "hereunder," "herein," "hereby," or words of similar import shall refer to this Agreement as a whole and not to a particular section, subsection, clause or other subdivision of this Agreement, unless the context otherwise requires. The Parties intend that each representation, warranty, and covenant contained in this Agreement shall have independent significance. If any Party has breached any representation, warranty, or covenant contained in this Agreement in any respect, the fact that there exists another representation, warranty, or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the Party has not breached shall not detract from or mitigate the fact that the Party is in breach of the first representation, warranty, or covenant. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

12.11 Headings. Article and section headings contained in this Agreement are inserted for convenience of reference only and shall not constitute affect in any way the meaning or interpretation of this Agreement.

12.12 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

12.13 No Third Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any Person other than the Parties hereto, and their respective successors and permitted assigns.

12.14 Disputes. All claims, controversies or disputes concerning or arising out of this Agreement or the Parties' performance hereof shall be submitted in writing to the other Party. The Bankruptcy Court shall retain exclusive jurisdiction to interpret and enforce the terms of this Agreement and to decide any Claims or disputes that may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby. Any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and shall receive notices at such locations as indicated.Further Actions. The Parties will execute and deliver, from time to time at or after the Closing, for no additional consideration and at no additional cost to the requesting Party, such further assignments, certificates, instruments, records, or other documents, assurances or things as may be reasonably necessary to give full effect to this Agreement and to allow each Party fully to enjoy and exercise the rights accorded and acquired by it under this Agreement.

12.16 Certain Damages. Each Party hereby waives any right to assert punitive, lost profits, exemplary, special or consequential damages against any other Party in connection with the transactions contemplated in this Agreement (except to the extent any such remedies are awarded to a third party in connection with a Third Party Claim for which such is otherwise entitled to indemnification under this Agreement).

12.17 Press Releases and Public Announcements. No Party shall issue any press release or make any public announcement that relates to the subject matter of this Agreement or the existence of the subject matter of this Agreement without the consent of the other Parties. Provided however, Seller shall file the Sale Motion and such other filings with the Bankruptcy Court as may be necessary to seek approval of a sale of the Acquired Assets.

12.18 Incorporation of Exhibits and Schedules. The Exhibits, Disclosure Schedule and Buyer Disclosure Schedule identified in this Agreement are incorporated into this Agreement by reference and made a part of this Agreement.

* * * * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.

BUYER:

[●]

By: ________________________________

Name: ______________________________

Title: ______________________________

SELLER:

South Fork Coal Company, LLC

By: ________________________________

Name: ______________________________

Title: ______________________________

Exhibit A-1
South Fork Mine

[TO BE SUPPLIED]

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: White Forest Resources, Inc., *et al.*, Debtors.[1]	Chapter 11 Case No. 25-10195 (TMH) (*Jointly Administered*) **Hearing Date: July 18, 2025 @ 10:00 a.m. (ET)** **Objection Deadline: July 11, 2025 at 4:00 p.m. (ET)** **Competing Bid Deadline: July 11, 2025 at 4:00 p.m. (ET)** **Auction Date (if necessary): July 15, 2025 at 10:00 a.m. (ET)**

NOTICE OF DEBTORS' MOTION SEEKING ENTRY OF AN ORDER (I) APPROVING THE SALE OF THE SOUTH FORK ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, INTERESTS, AND ENCUMBRANCES, (II) APPROVING ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (III) GRANTING RELATED RELIEF

PLEASE TAKE NOTICE THAT the above-captioned debtors and debtors in possession (collectively, the "**Debtors**") have filed the *Debtors' Motion Seeking Entry of an Order (I) Approving the Sale of the South Fork Assets Free and Clear of All Liens, Claims, Interests, and Encumbrances, (II) Approving Assumption and Assignment of Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* (the "**Sale Motion**").[2]

PLEASE TAKE FURTHER NOTICE that, pursuant to the Sale Motion, the Debtors seek, among other things, to sell the Debtors' South Fork Assets[3] and assume and assign certain contracts and leases to WFR Acquisition, LLC ("**WFR**"), or such other successful bidder, free and clear of liens, claims, encumbrances and other interests pursuant to section 363 and 365 of the Bankruptcy Code. **A copy of a form Purchase Agreement with WFR is attached to the Sale Motion.[4] All parties should consult the Sale Motion for additional details regarding the proposed sale.**

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are: White Forest Resources, Inc. (3764); Xinergy Corp. (3865); Xinergy of West Virginia, Inc. (2401); Shenandoah Energy, LLC (6770); South Fork Coal Company, LLC (3113); Bull Creek Processing Company, LLC (0894); Raven Crest Mining, LLC (0122); Brier Creek Coal Company, LLC (9999); Raven Crest Contracting, LLC (7796); Raven Crest Leasing, LLC (7844); and Raven Crest Minerals, LLC (7746). The Debtors' service address is 1295 Ashford Hill Rd., Ashford, WV 25009.

[2] Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to them in the Sale Motion.

[3] The "South ForkAssets" are certain assets associated with the Debtors' South Fork mining operations in Greenbrier county of West Virginia.

[4] The Debtors and WFR are continuing to negotiate and finalize the terms of the WFR Purchase Agreement, and the WFR Purchase Agreement remains subject to change in all respects.

PLEASE TAKE FURTHER NOTICE that a hearing on the Sale Motion (the "**Sale Hearing**") will take place before the Honorable Thomas M. Horan, at the Bankruptcy Court, 824 Market Street, Fifth Floor, Court Room 5, Wilmington, Delaware 19801, on **July 18, 2025, at 10:00 a.m. (Eastern Time)**, or at such time thereafter as counsel may be heard or at such other time as the Court may determine. The Sale Hearing may be adjourned from time to time without further notice to creditors or parties in interest other than by filing a notice on the Court's docket for these chapter 11 cases.

PLEASE TAKE FURTHER NOTICE that objections to the sale, if any, must: (i) be in writing; (ii) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules for the Court; (iii) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (iv) be filed with the Clerk of the Court at 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 and served so as to be received no later than **July 11, 2025, at 4:00 p.m. (Eastern Time)** (the "**Objection Deadline**") by (i) counsel to the Debtors, Chipman Brown Cicero & Cole LLP, 1313 N. Market Street, Suite 5400, Wilmington, DE 19801 (Attn: William E. Chipman, Jr.; email: chipman@chipmanbrown.com; and Alan M. Root; email: root@chipmanbrown.com); (ii) counsel to the DIP Term Loan Agent and the DIP Term Loan Lenders, Faegre Drinker Biddle & Reath LLP, 1177 Avenue of the Americas, 41st Floor, New York, NY 10036 (Attn: Laura E. Appleby; email: laura.appleby@faegredrinker.com); counsel to certain DIP Term Loan participants, Katten Muchin Rosenman LLP, 525 West Monroe Street, Chicago, Illinois 60661 (Attn: Peter P. Knight (peter.knight@katten.com); (iv) counsel to the DIP Revolving Lender and the Prepetition Revolving Lender, Bowen Law Group, PO Box 173442, Tampa, FL 33672 (Attn: Chad S. Bowen; email: chad@bowenlg.com); and Gellert Seitz Busenkell & Brown, LLC, 1201 N. Orange Street, Suite 300, Wilmington, DE 19801 (Attn: Michael Busenkell; email: mbusenkell@gsbblaw.com); (v) counsel to the Committee; and (vi) the Office of the United States Trustee for the District of Delaware, 844 King Street, Suite 2207, Lock Box 35, Wilmington, Delaware 19801 (Attn: Joseph Cudia; email: joseph.cudia@usdoj.gov).

PLEASE TAKE FURTHER NOTICE that any party wishing to submit an offer for the South Fork Asset must submit such offer (an " **Offer**") on or before **July 11, 2025, at 4:00 p.m. (Eastern Time)** (the "**Bid Deadline**"). Any Offer must contain, at a minimum: (i) a signed Asset Purchase Agreement, (ii) a redline showing all changes made to the WFR Purchase Agreement, (iii) a 10% good faith deposit, and (v) proof of funding. If the Debtors receive one or more Offer by the Bid Deadline other than the bid from WFR, the Debtors may conduct an open call auction on **July 15, 2025**. **No Offers received after the Bid Deadline will be considered.**

PLEASE TAKE FURTHER NOTICE THAT ANY PARTY OR ENTITY WHO FAILS TO TIMELY FILE AND SERVE AN OBJECTION TO THE SALE ON OR BEFORE THE OBJECTION DEADLINE MAY BE FOREVER BARRED AND ESTOPPED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF SOUTH FORK ASSETS AND ASSUMPTIO NAND ASSIGNMENT OF THE ASSUMED CONTRACTS FREE AND CLEAR OF LIENS CLAIMS, ENCUMBRANCES AND OTHER INTERESTS AFFECTED THEREUNDER.

PLEASE TAKE FURTHER NOTICE that this Notice of Sale Hearing is subject to the full terms and conditions of the Sale Motion and Sale Order which shall control in the event of any conflict. The Debtors encourage parties in interest to review such documents in their entirety. A copy of such documents can be obtained from the undersigned counsel.

Dated: June 27, 2025
Wilmington, Delaware

CHIPMAN BROWN CICERO & COLE, LLP

/s/ Alan M. Root
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Counsel to the Debtors and Debtors in Possession