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

In Re:	**Case No.: 25-70001-JAD**
WILSON CREEK ENERGY, LLC, *et al.*,[1]	**Chapter 11**
Debtors.	***Jointly Administered***
	Doc. No.: 423
WILSON CREEK ENERGY, LLC, *et al.*,	**Related to Document No.: 116**
Movant,	**Hearing Date: March 27, 2025**
v.	**Hearing Time: 10:00 A.M. (EST)**
NO RESPONDENT.	**Response Deadline: March 26, 2027**

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

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

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

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

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

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

IT IS HEREBY FOUND AND DETERMINED THAT:

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

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

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

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

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

F. Reasonable Postpetition Marketing Efforts by the Debtors. The Sale Transaction represents the highest and best bids for the Purchased Assets, as determined by the Debtors in their reasonable business judgment, and is the product of reasonable efforts by the Debtors and their advisors to market and maximize the value of the Debtors' Assets and to identify all available reasonable alternatives. The Sale Process has been led by the Debtors and their financial advisor BDO Consulting Group, LLC ("BDO"). In particular, the Debtors and BDO contacted numerous parties to solicit interest and bids, consisting of both strategic purchasers and financial investors. The Debtors provided non-disclosure agreements to interested parties and received 15 executed agreements. The Debtors also provided the parties that signed a non-disclosure agreement access to the Debtors' virtual data room. Thereafter, a number of parties conducted site visits. Ultimately, the Debtors received three qualifying bids for certain subsets of their Assets, including the Buyer's bid for the Purchased Assets. The Debtors likewise extended the Auction for two weeks to afford equipment liquidators and other potential bidders with the opportunity to provide bids, which extension ultimately did not result in a qualifying bid.

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

H. Each party that submitted a qualifying bid prior to the March 7, 2025 bid deadline (the "Bid Deadline") attended the auction and participated. Counsel and other advisors to the Official Committee of Unsecured Creditors (the "Committee") and Keybank National Association ("Keybank", together with the Committee are referred to as the "Consultation Parties") were also present at the Auction. There were three lots of assets sold during the Auction, including, the lot purchased by the Buyer. During the Auction, the Buyer confirmed on the record that the Purchased Assets did not overlap in any way with the assets of any other lot already auctioned off by the

Debtors as stated on the record at the Auction. After consulting with the Consultation Parties, the Debtors designated the Buyer's bid as the Opening Bid (as defined in the Bidding Procedures) for the lot of the Purchased Assets. No other bid was made on the Purchased Assets, and, after consulting with the Consultation Parties, the Buyer was declared the Successful Bidder for the Purchased Assets. Before the Auction record was closed, the Consultation Parties verbally requested on the record that the Debtors keep the Auction open to allow certain other potential bidders to evaluate the Debtors' Assets. The Debtors agreed to keep the Auction open for a two-week period, over which period the Sale Hearing was commenced on March 12, 2025 and then adjourned to March 27, 2025. During the extended two-week period the Debtors did not receive a qualified bid. The Auction officially concluded and was declared closed by the Debtors on **Monday, March 24, 2025** at approximately 2:00 p.m. (prevailing Eastern Time).

I. Summary of the Successful Bids. The Successful Bid for the Purchased Assets (including in summary, but subject to and as described more fully in the Sale Agreement, (i) certain subsurface estates of certain parcels of real property located in Lincoln Township and Somerset Township, Somerset County, Pennsylvania and related leases; (ii) the real property known as the Shaffer Real Property and Reserves in Somerset County, Pennsylvania and related leases and permit; (iii) the real property known as the Will Farm Real Property and Reserves in Somerset County, Pennsylvania and related leases and permit; (iv) the real property known as the Somerset House Property and related personal property; (v) certain other subsurface estates and related mining rights; (vi) certain rights related to a lease known as the A Seam Shaffer Lease; (vii) the rail located at the real property known as the Shade Creek Preparation Plan in Somerset Count, Pennsylvania and (viii) the purchase of and an assignment of certain claims the Debtors may hold against the Buyer) was for the cash consideration of $1,500,000.00, all as more fully described in the Sale Agreement, which is attached hereto as Exhibit A.

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

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

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

Court of the Sale Transaction with the Buyer is necessary and appropriate to maximize the value of the Debtors' estates.

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

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

O. Arm's Length Transaction and Buyer's Good Faith. The Sale Agreement was negotiated, proposed and entered into by the Debtors and the Buyer from arm's-length bargaining positions, without collusion, in good faith within the meaning of section 363(m) of the Bankruptcy

Code. The Buyer is not an "insider" of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code. The Sale Agreement was not entered into for the purpose of hindering, delaying or defrauding creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia. Neither the Debtors nor the Buyer have entered into the Sale Agreement or is consummating the Sale Transaction with any fraudulent or improper purpose.

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

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

R. Free and Clear Findings Required by the Buyer. The Purchased Assets constitute property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Buyer would not have entered into the Sale Agreement and would not consummate the Sale Transaction if the Purchased Assets were not being sold pursuant to section 363(f) of the Bankruptcy Code, free and clear, except for Assumed Liabilities expressly provided for by the Sale Agreement, of all liens, claims, encumbrances and interests to the fullest extent permitted by section 363(f) of the Bankruptcy Code and any other applicable law, including, without limitation, (i) all liens (statutory or otherwise), claims, mortgages, deeds of trust, pledges, charges, security interests, charges, rights of first refusal, hypothecations, encumbrances, royalties, easements, leases or subleases, rights-of-way, encroachments, restrictive covenants, restrictions on transferability or other similar restrictions, rights of offset or recoupment, subleases, leases or conditional sale arrangements (collectively, the "Liens"), (ii) all claims as defined in section 101(5) of the Bankruptcy Code, including all rights or causes of action (whether in law or in equity), proceedings, warranties, guarantees, indemnities, rights of recovery, setoff, recoupment, indemnity or contribution, obligations, demands, fines or penalties (including, without limitation, any fines, penalties or other regulatory action brought or asserted by any Governmental Unit (as defined in sections 101(27) and 101(41) of the Bankruptcy Code)), restrictions, indemnification claims or liabilities relating to any act or omission of the Debtors or any other person prior to the closing, consent rights, options, contract rights, covenants and interests of any kind or nature whatsoever (known or unknown, matured or unmatured, accrued or contingent and regardless of whether currently exercisable), whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise (collectively the "Claims"), and (iii) all debts, liabilities, obligations, judgments, covenants running with the land, including, with respect to executory leases, royalty agreements or other encumbrances the existence of which would be deemed to be a default under the applicable lease or otherwise in violation of applicable law, contractual rights and claims and labor, employment and pension claims, in each case, whether known or unknown, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, perfected or unperfected, allowed or disallowed, contingent or non-contingent, liquidated or unliquidated, matured or un-matured, material or non-material, disputed or undisputed, whether arising prior to or subsequent to the commencement of these chapter 11 cases, and whether imposed by agreement, understanding, law, equity or otherwise (collectively the "Interests"). Except for Assumed Liabilities expressly provided for by the Sale Agreement, the Sale Transaction shall be free and clear of, and no Buyer shall be responsible for, any Liens, Claims or Interests, including, without limitation, in respect of the following: (i) any rights or Claims based on any successor or transferee liability, (ii) any Liens, Claims or Interests that purport to give to any party a right or option to effect any forfeiture, modification, right of first refusal, or termination of the Debtors' or the Buyer's interest in the Purchased Assets, or any similar rights; (iii) any labor or employment agreements; (iv) mortgages, deeds of trust and security interests; (v) intercompany loans and receivables between the Debtors or non-Debtor affiliates; (vi) any pension, multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of ERISA), health or welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plans of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (vii) any other employee, worker's compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) the Employee Retirement Income Security Act of 1974, as amended, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employment Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B of the Code and of any similar state law (collectively, "COBRA"), (i) the Worker Adjustment and Retraining Notification Act of 1988 and any state-law analogues, (j) state discrimination laws, (k) state unemployment compensation laws or any other similar state laws, or (l) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors; (viii) the Federal Mine Safety and Health Act of 1977 or its associated regulations; (ix) penalties of any kind whatsoever assessed against the Debtors by the United States Department of Labor's Mine Safety and Health Administration, the Pennsylvania Department of Environmental Protection and the United States Environmental Protection Agency; (x) any bulk sales or similar law; (xi) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended, and any taxes arising under or out of, in connection with, or in any way relating to the operation of the Purchased Assets prior to the closing; (xii) any executory contract or unexpired lease that will not be assumed and assigned pursuant to this Order and the Sale Agreement; and (xiii) any other liabilities not expressly assumed as provided in the Sale Agreement. A sale of the Purchased Assets other than one free and clear of all Liens, Claims, and Interests would yield substantially less value for the Debtors' estates, with less certainty, than the Sale Transaction as contemplated. Therefore, the Sale Transaction contemplated by the Sale Agreement free and clear of all Liens, Claims and Interests, except for Assumed Liabilities, is in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

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

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

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

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

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

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

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

NOW, THEREFORE, IT IS ORDERED THAT:

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

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

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

4. Approval of the Sale Agreement. The Sale Transaction and specific terms of the Sale Agreement are hereby authorized and approved pursuant to, *inter alia*, sections 105(a), 363(b) and 365(a) of the Bankruptcy Code. Pursuant to section 363(b) of the Bankruptcy Code, the

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

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

6. Transfer of Assets Free and Clear.

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

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

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

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

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

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

8. Environmental Matters. Nothing in this Order or the Sale Agreement releases, nullifies, precludes, or enjoins the enforcement of any valid police or regulatory liability to a Governmental Unit that any entity would be subject to as the post-sale owner or operator of property after the date of entry of this Order. Nothing in this Order or the Sale Agreement authorizes the transfer or assignment of any governmental (a) license, (b) permit, (c) registration, (d) authorization or (e) approval, or the discontinuation of any obligation thereunder, without compliance with all applicable legal requirements and approvals under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction it may have under police or regulatory law to interpret this Order or to adjudicate any defense asserted under this Order. Notwithstanding the foregoing, nothing in this Order shall: (i) be interpreted to deem the Buyer as the successor to the Debtors under any successor liability doctrine with respect to any liabilities under environmental statutes or regulations for penalties for days of violation prior to the closing or for

liabilities relating to off-site disposal of waste by the Debtors prior to the closing; (ii) create for any Governmental Unit any substantive right that does not already exist under law; (iii) be deemed or construed to be an admission of liability by the Debtors; or (iv) create or trigger any liability on behalf of Buyer on account of or in any way relating to the Excluded Permits.

9. Assumption and Assignment of Executory Contracts.

A. Upon compliance with the procedures set forth in the Bidding Procedures Order and the Cure Notice regarding the assumption and assignment of Executory Contracts (including the resolution of any objections thereto), without further order of the Court, the Debtors are authorized to assume and assign the Executory Contracts designated for assignment to the Buyer pursuant to the Sale Agreement; *provided*, *however*, that there shall be no assumption of any such contract or lease absent simultaneous assignment thereof to the Buyer. Buyer has the right and ability, in Buyer's sole discretion, to designate and/or remove any Executory Contract listed in the Sale Agreement prior to closing. Upon assumption and assignment, the Buyer shall be deemed to be substituted for the Debtors as a party to each of the Executory Contracts and, pursuant to section 365(k) of the Bankruptcy Code, the Debtors and their estates shall be relieved from any liability for any post-closing breach of any such Executory Contract after assignment of such Executory Contract to the Buyer, and (b) the Buyer shall be relieved from an otherwise not liable for any obligations or liability for any pre-closing breach of any such Executory Contract, inasmuch as any such pre-closing liability shall be deemed to have been cured pursuant to this Order. In accordance with sections 365(b)(2) and (f) of the Bankruptcy Code, upon transfer of the Executory Contracts to the Buyer, (i) the Buyer shall have all of the rights of the Debtors thereunder, free and clear of all Liens, Claims and Interests, (except for Permitted Encumbrances and Assumed Liabilities), and each provision of such Executory Contracts shall remain in full force and effect for the benefit of the Buyer, notwithstanding any provision in such contract, lease or in applicable law that prohibits, restricts or limits in any way such assignment or transfer; and (ii) none of the Executory Contracts may be terminated, or the rights of any party modified in any respect, including pursuant to any "change of control" clause, by any other party thereto as a result of the consummation of the Sale Transaction.

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

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

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

occurred prior to the closing or with respect to any other agreement or any obligation of the Debtors that is not an Assumed Liability.

11. No Interference. Following the closing, no holder of any Lien, Claim or Interest in the Purchased Assets (except holders of Permitted Encumbrances and Assumed Liabilities solely in accordance with applicable law) shall interfere with the Buyer's title to, or use and enjoyment of, the Purchased Assets based on, or related to, any such Lien, Claim or Interest, or based on any actions the Debtors may take or fail to take in these cases.

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

13. Operation by Buyer. To the maximum extent available under applicable law: (a) the Buyer shall be authorized, as of the closing, to operate under any license, permit,

registration, and any other governmental authorization or approval of the Debtors with respect to the Purchased Assets and the Executory Contracts; (b) all such licenses, permits, registrations, and governmental authorizations and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyer as of the closing; and (c) to the extent provided by section 525 of the Bankruptcy Code, no Governmental Unit may deny, revoke, suspend or refuse to renew any permit, license, or similar grant relating to the operation of the Purchased Assets sold, transferred or conveyed to the Buyer on account of the filing or pendency of these chapter 11 cases or the consummation of the Sale Transaction contemplated by the Sale Agreement. Notwithstanding the foregoing, nothing herein is intended or shall be deemed to relieve the Buyer from having to comply with any requirements or approval process under applicable non-bankruptcy law with respect to the transfer of any governmental license or permit.

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

15. No Successor Liability.

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

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

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

17. Fair Consideration. The consideration provided by the Buyer for the Purchased Assets under the Sale Agreement shall be deemed to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and the laws of the United States, any state, territory, possession, or the District of Columbia and was subject to active bidding at the Auction. The Sale Transaction may not be avoided under section 363(n) of the Bankruptcy Code. The Sale Agreement was not entered into, and the Sale Transaction is not being consummated, for the purpose of hindering, delaying, or defrauding creditors of the Debtors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession thereof, or the District of Columbia, or any other applicable law. Neither the Debtors nor the Buyer have entered into the Sale Agreement or any agreement contemplated thereby or is consummating the Sale Transaction with any fraudulent or otherwise improper purpose, including, without limitation, to evade any pension liabilities. No other person or entity or group of persons or entities has offered to purchase the Purchased Assets for an amount or on terms that would provide greater value to the Debtors and their estates than the value provided by the Buyer. The Court's approval of the Sale Motion and the Sale Agreement is in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

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

whatsoever, except for Assumed Liabilities and (iv) enter any order under sections 363 and 365 of the Bankruptcy Code.

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

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

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

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

made by the parties in accordance with the Sale Transaction and the terms of the Sale Agreement. Without limiting the generality of the preceding sentence, and for the avoidance of doubt, the Court hereby approves the purchase and assignment of the "Assigned Claims" (as defined in the LCT Sale Agreement) is a valid, legally enforceable and binding agreement between and among the parties thereto. Further, the Buyer is not obligated to close on the Sale Transaction until and unless the Buyer simultaneously purchases and takes an assignment of such Assigned Claims.

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

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

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

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

27. If the closing of the Sale Transaction occurs prior to (i) the Buyer's procurement of new operating permits, either replaced or transferred (the "Replacement Permits") with respect to the existing permits that constitute Purchased Assets (the "Existing Permits"), and (iii) the replacement of all Existing Surety Bonds with new surety bonds in connection with the Existing Permits (collectively, the "Replacement Surety Bonds"), the Buyer hereby indemnifies the Debtors and the Sureties from and against any and all claims, liability, loss or default that occur prior to issuance of the Replacement Permits and the Replacement Surety Bonds as a result of Buyer's operation of, or failure to operate, the Existing Permits, including without limitation, for any claims against, or premiums due on account of, any Existing Surety Bond..

28. With respect to each Surety, upon the (a) issuance of the Replacement Permits, (b) execution of the Replacement Indemnity Agreements and (c) termination and/or release of all Existing Surety Bonds, (d) satisfaction of all payment and performance obligations under the Existing Indemnity Agreements in accordance with Paragraph 26, the Debtors shall have no further obligations to the Sureties under the Existing Indemnity Agreements on account of the Purchased

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

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

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

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

32. For the avoidance of doubt, nothing in this Order, the Sale Agreement, or otherwise shall be deemed to: (a) alter, limit, expand, modify, release, waive or prejudice any rights, remedies

and/or defenses of any Surety under any Existing Surety Bond relating to any assets, obligations or liabilities to be transferred to Buyer, including, without limitation, mining permits, surface and coal leases and mine-related facilities and other contractual obligations; (b) alter, limit, expand, modify, prejudice, release or waive any rights of such Sureties under any Existing Surety Bond or Existing Indemnity Agreement; (c) alter, limit, expand, modify, prejudice, waive or release any rights of such sureties in any and all collateral of such Surety or Sureties that secures any and all obligations of the Debtors or any non-Debtor under any Existing Surety Bonds or Existing Indemnity Agreements; or (d) alter, limit, expand, modify, prejudice, waive or release any rights of the Sureties in connection with any of the Debtors' chapter 11 cases or any case under Title 11 of the United States Code.

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

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

35. Order Immediately Enforceable. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d) or any provisions of the Local Rules, this Order shall not be stayed for fourteen (14) days after its entry, and shall be effective immediately upon entry, and the Debtors and the Buyer are authorized to close the Sale Transaction immediately upon entry of this Order.

Time is of the essence in closing the Sale Transaction referenced herein, and the Debtors and the Buyer intend to close the Sale Transaction as soon as practicable. This Order is a final order and the period in which an appeal must be filed shall commence upon the entry of this Order.

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

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

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

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

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

BY THE COURT:

Date: March 28, 2025

sjk

The Honorable Jeffery A. Deller
United States Bankruptcy Judge

Exhibit A

APA

ASSET PURCHASE AGREEMENT

BY AND AMONG

LCT ENERGY LP, AS PURCHASER,

AND

WILSON CREEK ENERGY, LLC

AND

CERTAIN AFFILIATES OF WILSON CREEK ENERGY, LLC,

AS SELLER

DATED: March 26, 2025

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SCHEDULES

ASSET PURCHASE AGREEMENT

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

RECITALS

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

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

C. Whereas Seller moved to establish bidding procedures and for the sale of its assets pursuant to Section 363 of the Bankruptcy Code by the Sale Motion filed with the Court on January 15, 2025 at Docket No. 116, and the Court entered the Bidding Procedures Order on January 28, 2025 at Docket No 193.

D. On March 7, 2025, Purchaser provided to Seller a cash deposit in the amount of $150,000.00 U.S. Dollars (the "Purchase Deposit"), which has been deposited into a trust account established by Seller for such purpose;

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

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

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

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[1] References to "Seller" herein shall, as the context requires, be deemed to be references to all entities comprising Seller collectively or to a given entity comprising Seller individually.
[2] Capitalized terms used herein and not otherwise defined herein have the meanings set forth in Article I, below.

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

ARTICLE I

DEFINITIONS

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

"Accounts Receivable" has the meaning set forth in Section 2.2(b).

"Additional Sellers" means Wilson Creek Holdings, Inc., a Delaware corporation; Corsa Coal Corp., a Canadian corporation; Maryland Energy Resources, LLC, a Delaware limited liability company; Mincorp Inc., a Delaware corporation; Mincorp Acquisition Corp., a Delaware corporation; PBS Coals, Inc., a Delaware corporation; RoxCoal Inc., a Pennsylvania corporation; Quecreek Mining, Inc., a Pennsylvania corporation; Croner, Inc., a Pennsylvania corporation; and Elk Lick Energy, Inc. a Pennsylvania corporation, and to the extent not merged into one of the foregoing entities, FSS Coal Holdings Inc.

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

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

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

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

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

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

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

"Assigned Claims" has the meaning set forth in Purchased Asset Schedule 2.1(g).

"Assignment of Claims Agreement" has the meaning set forth in Purchased Asset Schedule 2.1(g).

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

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

"Assumed Liabilities" has the meaning set forth in Section 2.2(i).

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

"Auction" means the auction conducted by Seller on March 10, 2025, in accordance with the Bidding Procedures Order entered by the Bankruptcy Court on January 28, 2025 at Docket No. 193.

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

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

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

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

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

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

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

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

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

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

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

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

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

"Cash Consideration" shall mean $1,500,000.00 US Dollars, inclusive of the Purchase Deposit, as allocated on the Purchased Assets Schedules.

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

"Claims" means any dispute, controversy, action, Cause of Action, chose in action, petition, appeal, demand, demand letter, claim, lien, notice of noncompliance or violation, order, consent order or consent agreement of any kind.

"Closing" has the meaning set forth in Section 4.1.

"Closing Date" has the meaning set forth in Section 4.1.

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

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

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

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

"Confidentiality Agreement" means that certain Confidentiality and Non-Disclosure Agreement, dated as of January 15, 2025, by and among Seller and Purchaser.

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

"Contamination" means the presence or existence in surface water, groundwater, soil or subsurface strata of any Hazardous Substance as a result of an emission, discharge or release of any Hazardous Substance to, on, onto or into the Environment or requiring investigation, remediation or other response action under Environmental Law.

"Contract Assignments" has the meaning set forth in Section 4.2(d).

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

"Corsa Retained Real Property" has the meaning set forth in Purchased Asset Schedule 2.1(e).

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

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

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

"Deeds" means the special warranty deeds, dated as of the Closing Date, conveying good, marketable and fee simple title to the Owned Real Property free and clear of all Encumbrances other than Permitted Liens, from each applicable Seller to the Purchaser or a Purchaser Designee.

"DIP Lender" means KIA II, LLC.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Hazardous Substances" shall mean any element, substance, compound, pollutant, contaminant mixture or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous substance, waste or material, whether solid, liquid or gaseous, that: (a) is subject to regulation of any kind by any Governmental Agency with regard to protection of the Environment, natural resources or human health and safety; or (b) the presence or existence of which shall at any time give rise, under any theory of law or equity, to Environmental Liability.

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

"Inventory" means the raw materials; work-in-process; coal in raw, clean, or partially processed states; and other inventories of Seller related primarily to the Real Property or Mines.

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

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

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

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

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

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

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

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

"Lincoln/Somerset Reserves and Subsurface Estate" has the meaning set forth in Purchased Asset Schedule 2.1(a).

"Mines" means, collectively, all mines in which the Seller has any interest, including, without limitation, the three underground and three surface mines and related facilities commonly known as the Acosta mine, Casselman mine, Horning mine, Schrock Run Extension mine, Rhoads mine and Byers mine, all of which are located in Somerset County, Pennsylvania, except the Casselman mine which is located in Garrett County, Maryland.

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

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

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

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

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

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

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

"Owned Real Property" means all of the real property, and all right, title and interest therein, owned by Seller and used or held for use primarily in connection with the Business, including in any event the real property described on Schedule 1.1(c), together with all of Seller's right, title and interest in and to the following, as it relates to the Owned Real Property: (i) all buildings, structures and improvements located on such real property owned by Seller; (ii) all improvements, fixtures, mine infrastructure, preparation plant structures and improvements, loadout structures and improvements, rail sidings, machinery, apparatus or equipment affixed to such real property owned by Seller; (ii) all rights of way, easements, if any, in or upon such real property owned by Seller and all right-of-way and other rights and appurtenances belonging or in any way pertaining to such real property interests owned by Seller (including the right, title and interest of Seller in and to any coal reserves, mineral rights (including, but not limited to, Rare Earth Minerals),underground and surface coal and mining rights, royalty rights, support rights and waivers, subsidence rights or water rights relating or appurtenant to such real property owned by Seller); (iv) all strips and gores and any land lying in the bed of any public road, highway or other access way, upon or proposed, adjoining such real property owned by Seller; and (v) any leases out to third parties affecting the real property owned by Seller; in each case of the foregoing (i)-(v), whether or not such rights or instruments creating or evidencing such rights are specifically identified on Schedule 1.1(c).

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

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

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

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

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

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

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

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

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

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

"Purchased Asset Schedules" means the Purchased Assets Schedules prepared by Purchaser and delivered to Seller in connection with this Agreement and attached hereto as Schedules 2.1(a)-(h), setting forth the specific properties, rights, claims and assets of Seller and the Additional Sellers, as applicable, which such parties have agreed to sell and that Purchaser has agreed to purchase pursuant to the terms of this Agreement.

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

"Purchased Corsa Mineral and Subsurface Estate" has the meaning set forth in Purchased Asset Schedule 2.1(e).

"Purchased Somerset House Property" has the meaning set forth in Purchased Asset Schedule 2.1(d).

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

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

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

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

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

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

"Release" means any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, disposing or dumping into the Environment.

"Released Parties" has the meaning set forth in Section 8.9.

"Releasing Parties" has the meaning set forth in Section 8.9.

"RES Coal" means RES Coal LLC, a Pennsylvania limited liability company, an Affiliate of Purchaser.

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

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

"Retained Lincoln/Somerset Reserve Surface Estate" has the meaning set forth in Purchased Asset Schedule 2.1(a).

"Rosebud" means Rosebud Mining Company, a Pennsylvania corporation.

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

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

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

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

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

"Seller Permits" means the Permits held by Seller and/or its Additional Sellers.

"Seller's Knowledge" or any other similar knowledge qualification, means the actual knowledge of Kevin Harrigan, President and Chief Executive Officer of Seller, with no inquiry, investigation, or research of any kind.

"Shade Creek Prep Plant Purchased Assets" has the meaning set forth in Purchased Asset Schedule 2.1(h).

"Shaffer Lease" has the meaning set forth in Purchased Asset Schedule 2.1(f).

"Shaffer Real Property and Reserves" has the meaning set forth in Purchased Asset Schedule 2.1(b).

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

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

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

"Subsurface Estate" means all right, title and interest in and to the Real Property below the surface estate of the Real Property down to the center of the earth, including, but not limited to, all minerals, coal, coal seams, coal reserves, oil, gas, and all of the legal rights and privileges associated therewith.

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

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

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

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

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

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

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

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

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

"Will Farm Real Property and Reserves" has the meaning set forth in Schedule 2.1(c).

ARTICLE II

PURCHASED ASSETS; ASSUMED LIABILITIES

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

(a) the Inventory;

(b) the Software;

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

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

(e) all assignable manufacturer's or other assignable warranties relating to the Purchased Assets;

(f) all Claims and Causes of Action of Seller, Seller's estate, the Additional Sellers, the Affiliates of Seller and Additional Sellers, against Purchaser and its Affiliates, and each their respective officers, directors, members, stockholders or other equity holders, managers, employees, agents, advisers, and representatives, including any legal counsel, accountants, Tax and financial advisors; and

(g) all of the Seller's and any Additional Seller's right, title and interest at the Closing in, to and under all other assets, rights and claims of every kind and nature currently used or intended to be used in the operation of the Business to the extent primarily used or held for use, in or primarily relating to the Purchased Assets identified on the Purchased Assets Schedules, other than the Retained Assets.

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

Notwithstanding anything in this Section 2.1 and the Purchased Assets Schedules to the contrary and regardless if such properties, rights, claims and assets are described in this Section 2.1 and/or the Purchased Assets Schedules as Purchased Assets, the Purchased Assets shall be deemed to specifically not include and therefore not intended to be conveyed to Purchaser and shall be considered part of the Retained Assets of Seller any properties, rights, claims and assets conveyed or to be conveyed to Rosebud and/or the Dip Lender pursuant to each of their respective Successful Bids at the Auction, as each of their respective Successful Bids are to be more particularly described in the applicable Sale Order(s).

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

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

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

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

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

(e) the Excluded Permits;

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

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

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

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

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

(k) Avoidance Actions;

(l) Causes of Action, except any Cause of Action described in Section 2.1(f) hereof;

(m) any and all properties, rights, claims and assets conveyed or to be conveyed to Rosebud and/or the Dip Lender pursuant to each of their respective Successful Bids at the Auction, as each of their respective Successful Bids are to be more particularly described in the applicable Sale Order(s); and

(n) any properties, rights, claims and assets explicitly identified as a Retained Asset on any of the Purchased Assets Schedules and/or otherwise excluded from and not expressly set forth and identified in any of the Purchased Assets Schedules, regardless of whether any such properties, rights, claims and assets are primarily used or held for use, in or primarily relating to, the Business.

2.3. Assumed Liabilities. On the terms and subject to the conditions set forth in this Agreement, at the Closing, the Purchaser shall assume the following Liabilities of the Seller (other than any Retained Liabilities), and no other Liabilities (collectively, the "Assumed Liabilities"), provided that, for each of subsections (a)-(e) below, only to the extent such Liabilities do not arise from Retained Liabilities:

(a) all Liabilities under the Assumed Agreements, except as set forth in Section 2.4(b) and other than Cure Costs, but only to the extent that such Liabilities are required to be performed after the Closing, were incurred in the ordinary course of the Business, and do not arise from or otherwise relate to any failure to perform, improper performance, warranty or other breach, default or violation by the Seller or any Additional Seller under such Assumed Agreements;

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

(c) all Reclamation obligations, if any, and to the extent, but only to the extent, related to the Permits being acquired as Purchased Assets;

(d) all Liabilities in respect of the Permits included as Purchased Assets under this Agreement (and other than the Excluded Permits); and

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

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

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

(a) all Liabilities of Seller and any Additional Seller to the extent related to the Retained Assets or that are not otherwise related to the Business or the Purchased Assets;

(b) any Liabilities with respect to or under (i) Excluded Agreements, (ii) any Contract which is not validly and effectively assigned to or assumed by the Purchaser pursuant to this Agreement, and (iii) any Assumed Agreement, but only to the extent that the Liability arises out of or relates to any breach that occurred on or prior to the Closing Date and is not a Cure Cost;

(c) any Liabilities with respect to Payables or accrued and unpaid expenses, including any and all inter-company Payables or receivables between or among Seller and any Additional Seller or any Affiliates of Seller or Additional Sellers, except as set forth in Section 2.3(a) or (b);

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

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

(f) all Liabilities or other obligations with respect to current or former employees of the Seller or any of its Affiliates (or their respective representatives, dependents, spouses or beneficiaries), contractors or consultants of the Seller and any of its Affiliates or any their respective its ERISA Affiliates, including with respect to the (i) Coal Act, and (ii) any employment, severance, retention, or termination agreement with any employee of Seller or any Affiliates of

Seller or relating to payroll, sick leave, workers' compensation, unemployment benefits, or under any Employee Plans, including pension benefits, employee stock option or profit-sharing plans, health care plans or benefits or any other employee plans or benefits of any kind for employees or former employees of Seller or any of its Affiliates;

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

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

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

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

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

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

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

(n) any Liabilities of Seller or any Additional Seller for expenses incurred in connection with the sale of the Purchased Assets pursuant to this Agreement;

(o) any Liabilities of Seller or any Additional Seller arising out of or in connection with or related to the ownership or use of the Purchased Assets on or prior to Closing that do not constitute Assumed Liabilities;

(q) any Liabilities arising out of or relating to any employee grievance relating to events occurring on or prior to the Closing Date;

(r) any Liability arising out of any Cause of Action pending against Seller or any Additional Seller as of the Closing Date or commenced against Seller or Additional Seller after the Closing Date but arising out of or relating to any occurrence or event occurring on or prior to the Closing Date; and

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

2.5. <u>Assignment and Assumption of Contracts</u>.

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

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

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

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

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

2.6. Reserved.

ARTICLE III

PURCHASE AND SALE

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

3.2. Allocation.

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

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

ARTICLE IV

CLOSING AND DELIVERABLES

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

4.2. Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") will take place remotely via the electronic exchange of documents and signatures on such date as the parties mutually agree in writing (such date, the "Closing Date") which date shall be no later than the date which is 8 days from date of the Sale Order, unless extended by mutual written agreement of the parties and said extension is approved by the DIP Lender (following consultation with the Official Committee of Unsecured Creditors and KeyBank) or the Bankruptcy Court. Title, equitable title and risk of loss with respect to the Purchased Assets (and expressly excluding any Non-Assignable Assets, but subject to Section 8.1(a)) will be deemed transferred to or vested in the Purchaser, and the transactions contemplated by this Agreement will be deemed effective for Tax, accounting and other computational purposes, and the parties will treat the Closing as if it had occurred as of 11:59 p.m. (Eastern Time) on the Closing Date.

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

(a) one or more bills of sale as may be required to convey the Purchased Assets hereunder (each a "Bill of Sale"), together with such other separate instruments of sale, transfer or assignment as Purchaser reasonably requests in each case prepared by Purchaser and duly executed by each applicable Seller;

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

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

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

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

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

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

(h) a certified copy of the Sale Order;

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

(j) all executed third-party Consents as may be required for the valid and effective assignment to and assumption by Purchaser of: (i) the Leases that are intended to be Assumed Agreements, and (ii) the Contracts that are intended to be Assumed Agreements;

(k) a closing statement, prepared by Purchaser and duly executed by Seller, in a form mutually acceptable to Seller and Purchaser (the "Closing Statement"), setting forth the relevant information pertaining to the transactions consummated pursuant to this Agreement;

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

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

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

(a) the Cash Consideration, subject to any adjustments and prorations pursuant to the terms of this Agreement, (less any applicable Purchase Deposit, which shall be applied to the Cash Consideration at Closing) to an account or accounts designated by Seller;

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

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

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

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

(f) the Permit Assignment and Assumption Agreements, prepared by Purchaser and duly executed by the Purchaser; and

(g) the Closing Statement, duly executed by Purchaser.

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

4.6. **Prorations and Charges**. The following shall be prorated and adjusted between Seller and Purchaser as of 11:59 p.m. on the day preceding the Closing Date, except as otherwise specified: All non-delinquent real estate taxes and assessments (including water and sewer assessments, utilities (including electric and gas) and other municipal charges, if any) with respect to the Purchased Assets, as applicable, and such other items as are customarily adjusted in transactions of this nature, it being understood and agreed that real estate taxes for any Real Property shall be prorated based on the fiscal year of the applicable taxing body, and water, sewer, utilities and other municipal charges, if any, prorated based on the period for which such charges are assessed, and Seller shall be responsible for all delinquent real estate taxes and assessments. Seller, at its cost, shall pay for all governmental authorities' work and improvements for which an assessment or other municipal claim has been, or may be, filed against any of the Real Property prior to the Closing Date; and Purchaser, at its cost, shall pay for all work and improvements for which an assessment or municipal claim shall be, or may be, filed against the Real Property being acquired as a Purchased Asset on or after the Closing Date.

4.7. **Conditions Precedent to Obligations of Purchaser**. The obligation of Purchaser to consummate the transactions contemplated hereby is subject to the fulfillment by Seller, on or prior to the Closing Date, of the obligations of Seller set forth in the Purchased Assets Schedule 2.1(g), including delivering to Purchaser the executed Assignment of Claims Agreement and the Bankruptcy Court acknowledging and approving in the Sale Order (i) the assignment of the Assigned Claims to Purchaser and (ii) that the Assignment of Claims Agreement is a valid, legally enforceable and binding agreement between the parties.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE SELLER

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

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

5.2. Title to Purchased Assets; Binding Effect. To the Seller's Knowledge, except as set forth on Schedule 5.2, Seller has good and marketable title or good and transferrable title, as applicable, to all of the Purchased Assets, subject only to Permitted Liens, and upon the consummation of the transactions contemplated hereby (including the receipt of any required consents as contemplated by Section 8.1), including the transfer of the Seller Permits, the Purchaser will have acquired good and marketable title in and to, or a valid leasehold interest in, each of the Purchased Assets, free and clear of all Encumbrances, other than Permitted Liens and Assumed Liabilities. To the Seller's Knowledge, the Purchased Assets include on the Closing Date all of the tangible and intangible assets, rights and properties used, or held for use, by the Seller in the Business, other than any Retained Asset set forth on Schedule 2.2(h). Seller has duly executed and delivered this Agreement, and, subject to the approval of the Bankruptcy Court, this Agreement constitutes a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

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

5.4. Brokers. To the Seller's Knowledge and except as set forth on Schedule 5.4 (and the fees and expenses of each Person set forth on such Schedule or otherwise retained by or on behalf of Seller shall be paid for by Seller and shall be Retained Liabilities), no Person has acted, directly or indirectly, as a broker, finder or financial advisor for the Seller or its equity-holders in connection with the transactions contemplated hereby, and no Person has, or immediately following the consummation of the transactions contemplated hereby will have, as a result of any arrangement by Seller or its equity-holders, any right, interest or valid claim against the Purchaser for any commission, fee or other compensation as a broker, finder or financial advisor in connection with the execution of this Agreement or the Ancillary Agreements or the transactions contemplated hereby or thereby.

5.5. Governmental Consents and Approvals. To Seller's Knowledge, the execution, delivery and performance by the Seller and Additional Sellers of this Agreement and each of the Ancillary Agreements to which Seller and/or Additional Sellers is/are a party do not require any consent, approval, authorization or other order of, action by, filing with, or notification to any Governmental Agency that has not been obtained prior to the date hereof.

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

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

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

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

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

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

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

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

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

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

ARTICLE VII

TAX MATTERS

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

7.2. Tax Cooperation; Allocation of Taxes.

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

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

(c) All transfer, excise, franchise, property, documentary, sales, use, stamp, registration, recording, value added and other such Taxes and fees (including any penalties and interest) imposed on Purchaser or Seller in connection with the sale and conveyance of the Purchased Assets pursuant to this Agreement and the Ancillary Agreements ("Transfer Taxes") except that real estate Transfer Taxes shall be equally split between Purchaser and Seller with each party responsible for paying one-half (1/2) of the cost and expense associated with the real estate Transfer Taxes. Purchaser and the Seller will cooperate to timely make all Tax returns, reports, forms and other filings as may be required to comply with the Legal Requirements relating to such Transfer Taxes and the Seller will cooperate with Purchaser in making such filings.

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

ARTICLE VIII

CERTAIN COVENANTS AND AGREEMENTS

8.1. Certain Provisions Relating to Consents.

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

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

8.2. Permitting.

(a) Documents; Filings. After the Closing, Purchaser (with Seller's full cooperation) shall use commercially reasonable efforts to prepare and deliver all applications (the "Transfer Applications") necessary to transfer the Seller Permits, other than the Excluded Permits to Purchaser or any Purchaser Designees. Purchaser (with Seller's full cooperation) shall prepare said Transfer Applications and submit the same to the respective Governmental Agencies' offices as soon as reasonably practicable following Closing. Seller and Purchaser shall diligently pursue obtaining the approval from all Governmental Agencies of the full transfer the Seller Permits (other than the Excluded Permits) to Purchaser or Purchaser Designee (such period following Closing through the full transfer of the Seller Permits (other than the Excluded Permits) to Purchaser or

Purchaser Designee shall herein be referred to as the "Transfer Period"), provided that in no event shall Purchaser or any Purchaser Designee be obligated to accept any material amendment to the terms of any Seller Permits or any additional conditions with respect to any Seller Permits. At Closing, Seller and Purchaser shall execute one or more Permit Assignment and Assumption Agreements in order to transfer the Seller Permits (other than Excluded Permits). Notwithstanding anything stated herein to the contrary, to the extent that transfers of certain Seller Permits to Purchaser or a Purchaser Designee are required to be approved by the applicable Governmental Agencies under the applicable Legal Requirements, then (i) at the Closing, Purchaser will obtain the benefits and assume the obligations under such Seller Permits and (ii) in accordance with the forgoing, the transfers shall, to the fullest extent permitted by law, for all purposes be effective as of the Closing Date (and to the extent any such transfer is not fully effective as of the Closing Date as a result of any limitation under applicable law, such transfer will automatically be completed upon the elimination of such limitation). At Closing, each holder of a Seller Permit will grant to Purchaser a limited Power of Attorney granting Purchaser authority to execute documents in connection with the transfer of the Seller Permits. With respect to any Seller Permit that is expired, Seller will, at the request of Purchaser, use its best efforts to have any such Seller Permit reissued as promptly as possible and will permit Purchaser to coordinate the reissuance process if Purchaser so requests, in which case Seller will fully cooperate with Purchaser, including by providing access to such Seller Permit on any related e-permitting platforms.

(b) Operations on Permits During the Transfer Period. During the Transfer Period with respect to any Seller Permit, Seller shall grant Purchaser or Purchaser Designee the right to enter upon the property covered by such Seller Permit and immediately commence and continue mining and reclamation operations, under the terms and conditions of such Seller Permits and subject to all Legal Requirements, and Purchaser will obtain the benefits and assume the obligations under such Seller Permits, including, with respect to the transfer of the Mining Permits relating to the Mines. The foregoing right of entry includes the right of entry on, over and across the property covered by such Seller Permit, together with the right of ingress and egress to and from such property, as necessary to maintain and comply with the terms of the Seller Permits and to perform reclamation obligations related thereto or to achieve compliance with any applicable law or regulation. Purchaser shall indemnify Seller for any action taken by it during the Transfer Period under this section.

(c) Applicant Violator System. During the Transfer Period with respect to any Seller Permit, the Seller shall ensure that neither Seller will have been denied, or be made subject to denial of, any application for any mining license, permit or other governmental authorization by any Governmental Agency (or renewal or amendment thereof) due to application of the Applicant Violator System established pursuant to the SMCRA (or any applicable equivalent state system) (the "Applicant Violator System").

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

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

8.3. Further Assurances.

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

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

8.4. Correspondence. Until the 12-month anniversary of the Closing Date or, with respect to electronic communications, until 30 days after the Closing Date, Seller shall use its commercially reasonable efforts to promptly forward to Purchaser any mail (including electronic mail) that the Seller receives after the Closing Date to the extent relating to the applicable Purchased Assets or the Business. During such periods, Purchaser likewise shall use its commercially reasonable efforts to promptly forward to Seller any mail (including electronic mail for such 30 days) that the Purchaser receives after the Closing Date to the extent relating to the Retained Assets, the Retained Liabilities or the employment of Employees during the period prior to the Closing Date.

8.5. Employees.

(a) At or following the Closing, the Purchaser may make offers of employment to those Employees as the Purchaser may determine in its sole discretion. Any such offers of employment shall be on such terms and conditions as the Purchaser may determine in its sole discretion. No provision in this Section 8.5, whether express or implied, shall (i) create any third-party beneficiary or other rights in any Employee or any other current or former employee of the Seller (including any beneficiary or dependent thereof), any other participant in any Employee Plan or any other Person; (ii) create any rights to continued employment with the Seller, the Purchaser or any of their Affiliates; or (iii) constitute or be deemed to constitute an amendment to any Employee Plan or any other plan, program, policy, agreement or arrangement providing for compensation or benefits sponsored or maintained by the Seller, the Purchaser or any of their respective Affiliates.

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

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

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

8.6. Bulk-Sales Laws. The Purchaser hereby waives compliance by the Seller with the requirements and provisions of any "bulk-transfer" Legal Requirements of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to the Purchaser, to the extent applicable; it being understood and agreed, that any Liabilities arising out of the failure of Seller to comply with any "bulk-transfer" Legal Requirements of any jurisdiction Liabilities shall be treated as Excluded Liabilities.

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

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

8.9. Release. As further consideration hereunder, including the agreements and obligations under the Assignment of Claims Agreement, Purchaser, its Affiliates, and each of their respective successors, assigns, officers, directors, members, stockholders or other equity holders, managers, employees, agents, advisers, and representatives, and anyone claiming by, through or under any of the foregoing ("Releasing Parties"), upon Closing under this Agreement fully and irrevocably release Seller, its Affiliates, employees, officers, directors, representatives, agents, attorneys, parent, subsidiaries, successors and assigns, and all persons, firms, corporations and organizations in its behalf and their respective members, managers, affiliates, successors and assigns ("Released Parties") from any and all claims that Releasing Parties may now have or hereafter acquire against any of the Released Parties for any costs, loss, liability, damage, expenses, demand, claims, or causes of action arising on or before the Closing Date; provided, however, the foregoing release of Seller shall not apply to any claims, causes of action, liabilities, demands, injury and/or damages Purchaser may have against Seller arising from or related to (i) a breach of Seller's representations or warranties expressly made in this Agreement, (ii) Seller's breach or default under the terms of this Agreement, and/or (iii) ordinary business transactions and obligations under any contracts between the parties, other than this Agreement. For clarity and the avoidance of doubt, the foregoing release of Seller shall only be effective upon Closing.

ARTICLE IX
TERMINATION AND EFFECT

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

(a) By Seller, by written notice to Purchaser if the Closing has not occurred by the date as required by Sale Order confirming and approving the transactions contemplated hereby.

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

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

9.2 **Effect of Termination; Liquidated Damages.**

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 **Survival.** None of the representations or warranties contained in this Agreement or in any instrument delivered pursuant to this Agreement, including any rights arising out of any breach of such representations or warranties shall survive the Closing.

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

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

If to Seller:

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

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

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

If to Purchaser:

LCT Energy LP
1501 Ligonier Street
Latrobe, PA 15650
Attn: Judson L. Kroh,
Adam Patterson and
Christopher Anderson
Email: Jud.Kroh@robindale.com
Adam.Patterson@robindale.com
Chris.Anderson@robindale.com

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

Bernstein-Burkley, P.C.
601 Grant Street, 9th Floor
Pittsburgh, PA 15219
Attn: Kirk B. Burkley
Kit F. Pettit, and
Matthew J. McClelland

Email: kburkley@bernsteinlaw.com
kpettit@bernsteinlaw.com
mmcclelland@bernsteinlaw.com

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

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

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

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

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

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

10.9 Purchaser's Breach and Seller's Remedy. Each party's obligation under this Agreement is unique. If Purchaser shall fail to consummate the Closing under and in accordance with the terms of this Agreement, the sole and exclusive remedy of Seller and Additional Sellers shall be to terminate this Agreement and to retain the Purchase Deposit as liquidated damages in which event all parties shall be released from all duties and obligations contained herein except those expressly stated to survive any termination. It is hereby agreed that without resale, Seller's and Additional Sellers' damages will be difficult to ascertain and that the Purchase Deposit constitutes a reasonable remedy and liquidation thereof and not a penalty.

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

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

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

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

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

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

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

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

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

10.19 Purchaser Designee Joinder. Subject to the terms of Section 4.5 of this Agreement, RES Coal joins in this Agreement exclusively for the limited purpose as the Purchaser Designee for the Purchased Assets identified in Section I of the Purchased Assets Schedules 2.1(b) and 2.1(c), and for no other reason. RES Coal agrees to accept and acquire at Closing the Purchased Assets identified in Section I of Purchased Assets Schedules 2.1(b) and 2.1(c), and no other Purchased Assets.

[Signature page follows.]

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

SELLER:

WILSON CREEK ENERGY, LLC, a Delaware limited liability company

By:______________________________

Name: Kevin M. Harrigan

Title: President and CEO

PURCHASER:
LCT Energy LP, a Pennsylvania limited partnership

By: Its general partner, Tanoma Energy LLC, a Pennsylvania limited liability company,

By:______________________________
Name: Judson L. Kroh
Title: Manager

RES COAL LLC, a Pennsylvania limited liability company (for the limited purpose set forth in Section 10.19)

By:______________________________
Name: D. Scott Kroh
Title: Manager

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

SELLER:

WILSON CREEK ENERGY, LLC, a Delaware limited liability company

By:____________________________________

Name:__________________________________

Title:___________________________________

PURCHASER:

LCT ENERGY LP, a Pennsylvania limited partnership

By: Its general partner, Tanoma Energy LLC, a Pennsylvania limited liability company,

By:____________________________________
Name: Judson L. Kroh
Title: Manager

RES COAL LLC, a Pennsylvania limited liability company (for the limited purpose set forth in Section 10.19)

By:____________________________________
Name: D. Scott Kroh
Title: Manager

Schedule 1.1(a)

Lease Bonds and Reclamation Performance Bonds

[To Be Filed]

Schedule 1.1(b)

Leased Real Property

[To Be Filed]

Schedule 1.1(c)

Owned Real Property

[To Be Filed]

Schedule 1.1(d)

Software

[To Be Filed]

Schedule 2.1(a)

Lincoln Township and Somerset Township Reserves Purchased Assets

I. **Purchased Assets**. Under and subject to the applicable provisions of Article II of this Agreement, incorporated herein by reference as though fully set forth herein, the Purchased Assets shall specifically include all of Seller's, Additional Sellers' and their respective Affiliates, right, title and interest in, to or under the following:

a. **Real Property**. Fee simple title to the Subsurface Estate of the tracts or parcels of Real Property located in Lincoln Township and Somerset Township, Somerset County, Pennsylvania, and identified on Exhibit A attached to this Purchased Assets Schedule 2.1(a) (the "Lincoln/Somerset Reserves and Subsurface Estate"), specifically including, but not limited to, all coal, coal seams, coal reserves and the Mining rights and other privileges appurtenant thereto.

b. **Leases**. Subject to Section 2.5 of the Agreement, all Leases in any manner related to the Lincoln/Somerset Reserves and Subsurface Estate, and any amounts prepaid thereunder, including, without limitation, any recoupable advance minimum royalties.

II. **Retained Assets**. In addition to the Retained Assets described in Section 2.2 of the Agreement, specifically excluded from the Purchased Assets identified on this Purchased Assets Schedule 2.1(a), and therefore not intended to be conveyed to Purchaser and shall be considered part of the Retained Assets of Seller, are the following:

a. Seller's right, title and interest in and to the surface estate of identified on Exhibit A attached to this Purchased Assets Schedule 2.1(a) to the ("Retained Lincoln/Somerset Reserve Surface Estate").

b. All Contracts related to the (i) Retained Lincoln/Somerset Reserve Surface Estate, and (ii) Lincoln/Somerset Reserves and Subsurface Estate.

c. All Permits related to the (i) Retained Lincoln/Somerset Reserve Surface Estate, and (ii) Lincoln/Somerset Reserves and Subsurface Estate.

d. All Tangible Personal Property related to the Retained Lincoln/Somerset Reserve Surface Estate, and (ii) Lincoln/Somerset Reserves and Subsurface Estate.

III. **Cash Consideration Allocation**. $25,000.00 of the Cash Consideration is allocated to the Purchased Assets identified on this Purchased Assets Schedule 2.1(a).

**Exhibit A
of
Schedule 2.1(a)**

	Reference #	Map #	Current Owner	Description	DBV/PG #	Grantor	Tract Name
Lincoln Township							
1	24-0007110	M24-208-002-29	P B S Coals Inc.	1/2 Int 103.93 Ac. All Coal Except Above E	1979/942	Thomas Heister	W.A. Seibert Tract
2	24-0017300	M24-208-002-29	P B S Coals Inc.	1/2 Int 103.93 Ac. All Coal Except Above E	1979/945	Thomas Heister	W.A. Seibert Tract
3	24-0007140	M24-208-001-30	P B S Coals Inc.	1/2 Int 64.68 Ac. All Coal	1979/948	Lynn Heister	NA
4	24-0017330	M24-208-001-30	P B S Coals Inc.	1/2 Int 64.68 Ac. All Coal	1979/951	Thomas Heister	NA
Somerset Township							
1	42-0036100	M42-203-005	P B S Coals Inc	23 Ac. Min	1979/957	Pittsburgh Summit	J.A. Thomas et. al.
2	42-0036090	M42-203-006	P B S Coals Inc	15 Ac. Min	1979/954	Pittsburgh Summit	J.A. Thomas et. al.
3	42-0008650	M42-203-007	P B S Coals Inc	25 Ac. Min	1979/960	Eldora Land Corp.	J.A. Thomas et. al.

Schedule 2.1(b)

Shaffer Surface Reserves Purchased Assets

I. **Purchased Assets**. Under and subject to the applicable provisions of Article II of this Agreement, incorporated herein by reference as though fully set forth herein, the Purchased Assets shall specifically include all of Seller's, Additional Sellers' and their respective Affiliates, right, title and interest in, to or under the following:

a. **Real Property**. Fee simple title to the Real Property located in Somerset Township, Somerset County, Pennsylvania, specifically including, without limitation all coal, coal seams, coal reserves and the Mining rights and other privileges appurtenant thereto which are subject to Permit No. SMP# 56210103, including the Real Property identified on Exhibit A attached to this Purchased Assets Schedule 2.1(b) (the "Shaffer Real Property and Reserves").

b. **Leases**. Subject to Section 2.5 of the Agreement, all Leases in any manner related to the Shaffer Real Property and Reserves and its related Business operations, including the Leases identified on Exhibit B attached to this Purchased Assets Schedule 2.1(b), and any amounts prepaid thereunder, including, without limitation, any recoupable advance minimum royalties.

c. **Permits**. Permit No. SMP #56210103.

II. **Retained Assets**. In addition to the Retained Assets described in Section 2.2 of the Agreement, specifically excluded from the Purchased Assets identified in Section I of this Purchased Assets Schedule 2.1(b), and therefore not intended to be conveyed to Purchaser and shall be considered part of the Retained Assets of Seller, are the following:

a. All Contracts related to the Shaffer Real Property and Reserves.

b. All Tangible Personal Property related to the Shaffer Real Property and Reserves.

c. All Permits related to the Shaffer Real Property and Reserves other than Permit No. SMP #56210103.

III. **Purchaser Designee**. Pursuant to the terms of Section 4.5 of this Agreement, incorporated herein by reference as though fully set forth herein, Purchaser designates RES Coal as its Purchaser Designee for the Purchased Assets identified in Section I of this Purchased Assets Schedule 2.1(b).

IV. **Cash Consideration Allocation**. $755,000.00 of the Cash Consideration is allocated to the Purchased Assets identified on this Purchased Assets Schedule 2.1(b).

V. **Assumed Cure Costs**. Purchaser agrees to the following Assumed Cure Costs to the extent such Assumed Cure Costs are directly relate to the Shaffer Real Property and Reserves.

Debtor	Creditor	Contract Type	Cure Amount
PBS Coals, Inc.	Jay E & Eyvonne A Shaffer 2385 Stutzmantown Rd Somerset, PA 15501	Lease	$38,800.65
Wilson Creek Energy, LLC	Jay E & Eyvonne A Shaffer 2385 Stutzmantown Rd	Lease	$2,500.00

	Somerset, PA 15501		

Exhibit A
of
Schedule 2.1(b)

	Reference #	Map #	Current Owner	Description	DBV/PG #	Grantor	Tract Name
Somerset Township							
1	42-0057080	M42-209-001-00	P B S Coals Inc	78.6 A MIN	1728/173	FSS Coal Holdings, Inc.	
2	42-0007440	M42-209-001-00	P B S Coals Inc	106 A MIN 106 A EXH ALL COAL EXCEPT D T S 13066	1728/173	FSS Coal Holdings, Inc.	
3	42-0007070	M42-209-020-09	P B S Coals Inc	48 A D MIN 48 A EXH	832 /836	Denise Coal Co Inc	F-ALICE MOSTOLLER TRACT 10 BERWIND #1032
4	42-0007520	M42-209-020-30	P B S Coals Inc	48 A MIN 48 A EXH ALL EXCEPT D	832 /836	Denise Coal Co Inc	ALICE MOSTOLLER TR PARCEL NO10
5	42-0032460	M42-209-019-00	P B S Coals Inc	178.51 A D & E MIN 166 A EXH D & E MINERAL	1728/173	FSS Coal Holdings, Inc.	CLINTON K SHOBER TRA CT NO B-42

Exhibit B
of
Schedule 2.1(b)

	Date	Lessor	Lessee	Acres	Map #
1	8/31/2021	James C. Onstead & James A Onstead 183 Phillippi Road Somerset, PA 15501	Wilson Creek Energy, LLC	43 acres	S42-009-057-00
2	10/1/2021	Berwind Corporation	Wilson Creek Energy, LLC	150 acres	M42-209-020-29; M42-213-009
3	4/14/2021	Adam J. Shaffer (50%) Jay E. Shaffer (50%) 2385 Stutzmantown Road Somerset, PA 15501	Wilson Creek Energy, LLC	266 leased acres	S42-013-003
4	4/14/2021	Jay E. Shaffer & Eyvonne A. Shaffer 2385 Stutzmantown Road Somerset, PA 15501	Wilson Creek Energy, LLC	109 acres	S42-009-065

Schedule 2.1(c)

Will Farm Reserves Purchased Assets

I. **Purchased Assets**. Under and subject to the applicable provisions of Article II of this Agreement, incorporated herein by reference as though fully set forth herein, the Purchased Assets shall specifically include all of Seller's, Additional Sellers' and their respective Affiliates, right, title and interest in, to or under the following:

a. **Real Property**. Fee simple title to the Real Property located in Somerset Township, Somerset County, Pennsylvania, and identified on Exhibit A attached to this Purchased Assets Schedule 2.1(c) (the "Will Farm Real Property and Reserves"), specifically including, but not limited to, all coal, coal seams, coal reserves and the Mining rights and other privileges appurtenant thereto.

b. **Leases**. Subject to Section 2.5 of the Agreement, all Leases in any manner related to the Will Farm Real Property and Reserves and its related Business operations, including the Leases identified on Exhibit B attached to this Purchased Assets Schedule 2.1(c), and any amounts prepaid thereunder, including, without limitation, any recoupable advance minimum royalties.

c. **Permits**. Permit No. 56230102.

II. **Retained Assets**. In addition to the Retained Assets described in Section 2.2 of the Agreement, specifically excluded from the Purchased Assets identified in Section I of this Purchased Assets Schedule 2.1(c), and therefore not intended to be conveyed to Purchaser and shall be considered part of the Retained Assets of Seller, are the following:

a. All Contracts related to the Will Farm Real Property and Reserves.

b. All Tangible Personal Property related to the Will Farm Real Property and Reserves.

c. All Permits related to the Will Farm Real Property and Reserves other than Permit No. 56230102.

III. **Purchaser Designee**. Pursuant to the terms of Section 4.5 of this Agreement, incorporated herein by reference as though fully set forth herein, Purchaser designates RES Coal as its Purchaser Designee for the Purchased Assets identified in Section I of this Purchased Assets Schedule 2.1(c).

IV. **Cash Consideration Allocation**. $415,000.00 of the Cash Consideration is allocated to the Purchased Assets identified on this Purchased Assets Schedule 2.1(c).

V. **Assumed Cure Costs**. Purchaser agrees to the following Assumed Cure Costs to the extent such Assumed Cure Costs are directly relate to the Will Farm Real Property and Reserves.

Debtor	Creditor	Contract Type	Cure Amount
PBS Coals, Inc.	Daniel J & John C Will 1046 Beulah Rd Berlin, PA 15530	Lease	$66,817.24

PBS Coals, Inc.	Jay, Eyvonne & Adam Shaffer 2385 Stutzmantown Rd Berlin, PA 15530	Lease	$200.00
PBS Coals, Inc.	Erickson Family Trust 463 Roberts Rd Summerhill, PA 15958	Lease	$1,000.00

Exhibit A
of
Schedule 2.1(c)

	Reference #	Map #	Current Owner	Description	DBV/PG #	Grantor	Tract Name
Somerset Township							
1	42-0032350	M42-213-010-00	P B S Coals Inc	205.76 A Min all coal	1728/173	FSS Coal Holdings, Inc.	Will Philip & Henry TR B-53
2	42-0007290	M42-213-012-00	P B S Coals Inc	104 A D MIN 75 A EXH TRACT NO D-21 MINERAL	1728/173	FSS Coal Holdings, Inc.	TRACT NO D-21 MINERAL

Exhibit B
of
Schedule 2.1(c)

	Date	Lessor	Lessee	Acres	Map #
1	1/29/2010 (amended 9/26/2024)	Daniel J. Will & Kathleen M. Will (50%) 1046 Beulah Road Berlin, PA 15530 John C. Will & Connie Lee Will (50%) 180 Pike School Road Berlin, PA 15530	P B S Coals Inc	333.726 acres	As described in Lease.
2	7/8/2021	Erickson Family Trust 463 Roberts Road Summerhill, PA 15958	Wilson Creek Energy, LLC	165 acres	M42-213-011-30
3	11/29/2021	William J. Mcintire Estate P.O. Box 171 Shelocta, PA 15774	Wilson Creek Energy, LLC	234.642 acres	M42-213-012-29; M42-213-013-29
4	5/9/2022	Jay E. Shaffer & Eyvonne A. Shaffer (50%) 2385 Stutzmantown Road Somerset, PA 15501 Adam J. Shaffer (50%) 2385 Stutzmantown Road Somerset, PA 15501	P B S Coals Inc	28 acres	S42-013-003

Schedule 2.1(d)

Somerset House and Property Purchased Assets

I. **Purchased Assets**. Under and subject to the applicable provisions of Article II of the Agreement, incorporated herein by reference as though fully set forth herein, the Purchased Assets shall specifically include all of Seller's, Additional Sellers' and their respective Affiliates, right, title and interest in, to or under the following:

a. **Real Property**. Fee simple title to that certain tract or parcel of the Real Property owned by P B S Coals Inc., located at 406 Cranberry Road, in Somerset Township, Somerset County, Pennsylvania, consisting of approximately 3.037 acres, and identified as Somerset County Tax Parcel No. S42-013-013-00 and Somerset County Tax Reference No. 42-0-030700, together with all structures, fixtures, and improvements thereon, as more fully described in that certain deed recorded in the Office of the Recorder of Deeds of Somerset County, Pennsylvania in Deed Book 2156, at Page 668 (the "Purchased Somerset House Property").

b. **Tangible Personal Property**. All Tangible Personal Property located on, in, under or about the Purchased Somerset House Property, or related to or used in connection with Business operations at the Purchased Somerset House Property, other than such Tangible Personal Property that has been disposed of in the ordinary course of Seller's business.

II. **Retained Assets**. In addition to the Retained Assets described in Section 2.2 of the Agreement, specifically excluded from the Purchased Assets identified in Section I of this Purchased Assets Schedule 2.1(d), and therefore not intended to be conveyed to Purchaser and shall be considered part of the Retained Assets of Seller, are the following:

a. All Leases related to the Purchased Somerset House Property.

b. All Contracts related to the Purchased Somerset House Property.

c. All Permits related to the Purchased Somerset House Property.

d. All Inventory related to the Purchased Somerset House Property.

III. **Cash Consideration Allocation**. $200,000.00 of the Cash Consideration is allocated to the Purchased Assets identified on this Purchased Assets Schedule 2.1(d).

Schedule 2.1(e)

All Remaining Seller's and Additional Sellers' Owned Mineral Reserves Purchased Assets

I. **Purchased Assets**. Under and subject to the applicable provisions of Article II of the Agreement, incorporated herein by reference as though fully set forth herein, the Purchased Assets shall specifically include all of Seller's, Additional Sellers' and their respective Affiliates, right, title and interest in, to or under the following:

a. **Real Property**. Fee simple title to the Subsurface Estates all remaining tracts and parcels of the Real Property located in Somerset County, Pennsylvania, including the Real Property identified on Exhibit A attached to this Purchased Assets Schedule 2.1(e), specifically including, all coal, coal seams, coal reserves and the Mining rights and other privileges appurtenant thereto (collectively, the "Purchased Corsa Mineral and Subsurface Estate"), less and excluding the Corsa Retained Real Property (as defined in Section II of this Purchased Assets Schedule 2.1(e)).

II. **Retained Assets**. In addition to the Retained Assets described in Section 2.2 of the Agreement, specifically excluded from the Purchased Assets identified in Section I of this Purchased Assets Schedule 2.1(e), and therefore not intended to be conveyed to Purchaser and shall be considered part of the Retained Assets of Seller, are the following:

a. Any Real Property specifically identified and set forth in other Purchased Asset Schedules as a Purchased Asset, all Real Property located in Somerset County, Pennsylvania which is subject to any active Mining operations, any Reclamation obligations, Permits, and/or a part of Permitted projects, or were acquired or to be acquired by Rosebud or the Dip Lender pursuant to their respective Successful Bids (collectively, the "Corsa Retained Real Property").

b. All Leases related to the Corsa Retained Real Property and the Purchased Corsa Mineral and Subsurface Estate.

c. All Contracts related to the Corsa Retained Real Property and the Purchased Corsa Mineral and Subsurface Estate.

d. All Permits related to the Corsa Retained Real Property and Purchased Corsa Mineral and Subsurface Estate.

e. All Tangible Personal Property related to the Corsa Retained Real Property and Purchased Corsa Mineral and Subsurface Estate.

III. **Cash Consideration Allocation**. $24,000.00 of the Cash Consideration is allocated to the Purchased Assets identified on this Purchased Assets Schedule 2.1(e).

Exhibit A
of
Schedule 2.1(e)

[See Attached]

Exhibit A of Schedule 2.1(e)

	Property ID	Municipality	Owner	Grantor	Map Number	School	Desc. 1	Desc. 2	Desc. 3	Desc. 4	Deed Book/Page
1	120023470	12 - CONEMAUGH TOWNSHIP	P B S COALS INC	LAMBERSON HERBERT ET AL/TCB	M12-202-022-29	2 - CONEMAUGH TOWNSHIP AREA	96 A MIN 36 A EXH ALL COAL	T S 11208			2279 /880
2	120063260	12 - CONEMAUGH TOWNSHIP	P B S COALS INC	BURGESS ELWOOD JR	M12-209-027-06	2 - CONEMAUGH TOWNSHIP AREA	1 A MIN B COAL	T S 13776			2280 /305
3	120063270	12 - CONEMAUGH TOWNSHIP	P B S COALS INC	BURGESS ELWOOD JR ET AL	M12-209-027-08	2 - CONEMAUGH TOWNSHIP AREA	1 A MIN C COAL	T S 13777			2280 /300
4	160005230	16 - GARRETT BOROUGH	PBS COALS INC	FSS COAL HOLDINGS INC	M16-000-000-00	3 - MEYERSDALE AREA	20.0 A ALL COAL		PT TR 5-31		1728 /173
5	190010650	19 - INDIAN LAKE BOROUGH	FSS COAL HOLDINGS INC	PBS COALS INC	M19-204-021-08	8 - SHANKSVILLE - STONYCREEK AREA	76.91 A C PR MIN PT TR 981	T S 13860			936 /779
6	190010640	19 - INDIAN LAKE BOROUGH	FSS COAL HOLDINGS INC	PBS COALS INC	M19-204-011-08	8 - SHANKSVILLE - STONYCREEK AREA	54 A C PR MIN	STATLER ELIZ C Z TR T S 13859			936 /779
7	190003510	19 - INDIAN LAKE BOROUGH	N S M MINING INC	INDIAN LAKE PROPERTIES	M19-208-029-30	8 - SHANKSVILLE - STONYCREEK AREA	98.288 A ALL COAL T S 12994	BARNDT JOSEPH TR			901 /398
8	190003410	19 - INDIAN LAKE BOROUGH	N S M MINING INC	INDIAN LAKE PROPERTIES	M19-208-031-10	8 - SHANKSVILLE - STONYCREEK AREA	8.688 A BRUSHCREEK VEIN COAL	GROVE SUSANNA TR P-83	T S 13861		901 /398
9	190003440	19 - INDIAN LAKE BOROUGH	N S M MINING INC	INDIAN LAKE PROPERTIES INC	M19-208-031-29	8 - SHANKSVILLE - STONYCREEK AREA	8.688 A ALL COAL EXCEPT	BRUSHCREEK SEAM GROVE	SUSANNA TR T S 13863		901 /398
10	190003400	19 - INDIAN LAKE BOROUGH	N S M MINING INC	INDIAN LAKE PROPERTIES INC	M19-204-025-30	8 - SHANKSVILLE - STONYCREEK AREA	303.419 A ALL COAL & OTHER	MINERALS T S 12988			901 /398
11	190003470	19 - INDIAN LAKE BOROUGH	N S M MINING INC	INDIAN LAKE PROPERTIES	M19-208-032-30	8 - SHANKSVILLE - STONYCREEK AREA	18.219 A ALL COAL	STULL JOSEPH TR 1 T S 13865			901 /398
12	190003480	19 - INDIAN LAKE BOROUGH	N S M MINING INC	INDIAN LAKE PROPERTIES	M19-204-024-29	8 - SHANKSVILLE - STONYCREEK AREA	125.531 A ALL COAL	EXCEPT 5 A D & E COAL	T S 12991		901 /398
13	190003390	19 - INDIAN LAKE BOROUGH	N S M MINING INC	INDIAN LAKE PROPERTIES INC	M19-000-000-00	8 - SHANKSVILLE - STONYCREEK AREA	15.025 A ALL COAL	BRANT SARAH & WILSON TR			901 /398
14	190003520	19 - INDIAN LAKE BOROUGH	N S M MINING INC	INDIAN LAKE PROPERTIES INC	M19-204-022-29	8 - SHANKSVILLE - STONYCREEK AREA	12.39 A ALL COAL & 148.61 A	ALL COAL EXCEPT C PR WALKER WM	TR 1 T S 12995		901 /398
15	190003490	19 - INDIAN LAKE BOROUGH	N S M MINING INC	INDIAN LAKE PROPERTIES INC	M19-204-023-29	8 - SHANKSVILLE - STONYCREEK AREA	114.813 A ALL COAL EXCEPT E AS	OPENED & OPERATED BY JOSIAH J	WALKER TR 2 T S 12992		901 /398
16	210027020	21 - JENNER TOWNSHIP	P B S COALS INC	FRITZ NORMAN W/TCB	M21-212-017-02	4 - NORTH STAR AREA	102 A E MIN 80 A EXH	FEND JACOB TR TS 14386			2279 /851
17	210058570	21 - JENNER TOWNSHIP	PBS COALS INC	RHOADS ALLEN C	M21-213-004-29	4 - NORTH STAR AREA	49.47 A COAL	ALLEN & JUDITH RHOADS TRACT			1855 /212
18	210044450	21 - JENNER TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M21-000-000-00	4 - NORTH STAR AREA	140 A E MIN TRACT NO S-45				1430 /755
19	210023280	21 - JENNER TOWNSHIP	PBS COALS INC	FSS COALS INC	M21-212-018-01	4 - NORTH STAR AREA	140 A E MIN 138 A EXH	SIMPSON SOLOMON TR	TRACT S-45	928/223	1430 /755
20	210004420	21 - JENNER TOWNSHIP	PBS COALS INC	ROSE HAVEN ASSOCIATES	M21-213-047-29	4 - NORTH STAR AREA	130 A COAL EXCEPT 6.21 A E &	44 A C PR	BOWMAN DAVID L & SARAH S TR		1880 /180
21	240017020	24 - LINCOLN TOWNSHIP	PBS COALS INC	K M K INC	M24-205-059-08	9 - SOMERSET AREA	10.1 A C PRIME COAL	GROSS WM TR			1279 /747

22	240017010	24 - LINCOLN TOWNSHIP	PBS COALS INC	K M K INC	M24-205-060-08	9 - SOMERSET AREA	9.79 A C PRIME COAL	FRIEDLINE LYDIA TR			1279 /747
23	240017000	24 - LINCOLN TOWNSHIP	PBS COALS INC	K M K INC	M24-205-068-08	9 - SOMERSET AREA	66.75 A C PRIME COAL	BITTNER HENRY TR			1279 /747
24	240010110	24 - LINCOLN TOWNSHIP	PBS COALS INC	LIVINGSTON RANDALL J	M24-208-006-29	9 - SOMERSET AREA	10 A MIN				1555 /638
25	240007140C	24 - LINCOLN TOWNSHIP	PBS COALS INC	HIESTER LYNN M PER TCB	M24-208-001-30	9 - SOMERSET AREA	1/2 INT 64.68 A ALL COAL	TS 13173			1979 /948
26	240007110C	24 - LINCOLN TOWNSHIP	PBS COALS INC	HIESTER THOMAS L PER TCB	M24-208-002-29	9 - SOMERSET AREA	1/2 INT 103.93 A ALL COAL EXC	ABOVE E SEIBERT W A TR	TS 13170		1979 /942
27	240017040	24 - LINCOLN TOWNSHIP	PBS COALS INC	K M K INC	M24-205-062-08	9 - SOMERSET AREA	6 A C PRIME COAL	SHAULIS HARRISON TR			1279 /747
28	240017300C	24 - LINCOLN TOWNSHIP	PBS COALS INC	HIESTER THOMAS L PER TCB	M24-208-002-29	9 - SOMERSET AREA	1/2 INT 103.93 A ALL COAL EXC	ABOVE E SEIBERT W A TR	TS 13175		1979 /945
29	240017030	24 - LINCOLN TOWNSHIP	PBS COALS INC	K M K INC	M24-205-063-08	9 - SOMERSET AREA	6.16 A C PRIME COAL	SHAULIS HARRISON TR			1279 /747
30	240017330C	24 - LINCOLN TOWNSHIP	PBS COALS INC	HIESTER THOMAS L PER TCB	M24-208-001-30	9 - SOMERSET AREA	1/2 INT 64.68 A ALL COAL	TS 13178			1979 /951
31	270009280	27 - MIDDLECREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M27-207-005-00	5 - ROCKWOOD AREA	131 A MIN	T S 13028			1728 /173
32	280010580	28 - MILFORD TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M28-209-006-00	5 - ROCKWOOD AREA	167.35 A COAL TR S-32	T S 13031 2227/755			1728 /173
33	350012440	35 - QUEMAHONING TOWNSHIP	P B S COALS INC	LAMBERSON HERBERT ET AL/TCB	M35-207-001-29	4 - NORTH STAR AREA	366 A A MIN	KOONTZ JACOB EST TR	T S 11697		2279 /845
34	350003250	35 - QUEMAHONING TOWNSHIP	P B S COALS INC	ELDORA LAND CORP/TCB	M35-204-007-29	4 - NORTH STAR AREA	45 A MIN	T S 12780			2279 /848
35	390029500	39 - SHADE TOWNSHIP	F S S COAL HOLDINGS INC	P B S COALS INC	M39-214-011-08	7 - SHADE - CENTRAL CITY AREA	7.781 A C PR MIN TR 965				936 /779
36	390029490	39 - SHADE TOWNSHIP	F S S COAL HOLDINGS INC	P B S COALS INC	M39-214-015-08	7 - SHADE - CENTRAL CITY AREA	39.59 A C PR MIN	TRACT NO 2 ELIZABETH STATLER	BAL ASSESSED IN STONYCREEK TWP		936 /779
37	390005770	39 - SHADE TOWNSHIP	N S M COAL CO LIMITED	GAHAGEN ZELLA B	M39-215-006-29	7 - SHADE - CENTRAL CITY AREA	396 A MIN LING ELSWORTH TR	T S 13912			873 /372
38	390005760	39 - SHADE TOWNSHIP	N S M COAL CO LIMITED	GAHAGEN ZELLA B	M39-215-005-29	7 - SHADE - CENTRAL CITY AREA	630 A B MIN 630 A C PR MIN	630 A D & E MIN T S 13911	LING ELSWORTH TR		873 /372
39	390005780	39 - SHADE TOWNSHIP	N S M COAL CO LIMITED	GAHAGEN ZELLA B	M39-215-003-29	7 - SHADE - CENTRAL CITY AREA	187 A E D C PR AND B MIN AT	RESERVE SORBER CHAS TR			873 /372
40	390005790	39 - SHADE TOWNSHIP	N S M COAL CO LIMITED	GAHAGEN ZELLA B	M39-215-002-29	7 - SHADE - CENTRAL CITY AREA	81.20 A B MIN 81.20 A EXH	81.20 A C PR MIN 81.20 A EXH	="STATLER WM TRACT 5 "FIRST" "		873 /372
41	390005800	39 - SHADE TOWNSHIP	N S M COAL CO LIMITED	GAHAGEN ZELLA B	M39-215-001-29	7 - SHADE - CENTRAL CITY AREA	228 A E D C PR AND B MIN AT	RESERVE STOY CONRAD TR	T S 13913		873 /372
42	390002580	39 - SHADE TOWNSHIP	P B S COALS INC	CAMBRIA FUEL COMPANY	M39-209-020-29	7 - SHADE - CENTRAL CITY AREA	98.15 A MINERALS	PARCEL 3 CAMBRIA FUEL			738 /215
43	390032280	39 - SHADE TOWNSHIP	P B S COALS INC	STATLER FREDA H ET AL	M39-210-049-10	7 - SHADE - CENTRAL CITY AREA	190.05 A E OR UPPER FREEPORT	COAL RES 742/767	410-005 699/135 TRACT 936		699 /145
44	390029210	39 - SHADE TOWNSHIP	PBS COALS INC	TRIEBEL LAND INC	M39-210-028-29	7 - SHADE - CENTRAL CITY AREA	30 A B & C PR MIN	SEVENTH-JJ WAGNER TRACT			1379 /503
45	390035150	39 - SHADE TOWNSHIP	PBS COALS INC	PBS COALS INC	M39-215-004-29	7 - SHADE - CENTRAL CITY AREA	326.9 A MIN D & E	PARCEL C-3 TR 960			1728 /173
46	390035140	39 - SHADE TOWNSHIP	PBS COALS INC	PBS COALS INC	M39-211-012-29	7 - SHADE - CENTRAL CITY AREA	80.63 A MIN D & E TR 959	18.63 A RES 62 A EXH	PARCEL C-2		1728 /173
47	390029090	39 - SHADE TOWNSHIP	PBS COALS INC	TRIEBEL LAND INC	M39-214-002-29	7 - SHADE - CENTRAL CITY AREA	152.18 A THIRD B & C PRIME MIN	LORENZO D SORBER TRACT	43.58 A ASSD STONYCREEK TWP		1379 /503
48	390029200	39 - SHADE TOWNSHIP	PBS COALS INC	TRIEBEL LAND INC	M39-214-013-29	7 - SHADE - CENTRAL CITY AREA	133.11 A B & C PR MIN	SIXTH-WM STATLER TRACT			1379 /503
49	390029190	39 - SHADE TOWNSHIP	PBS COALS INC	TRIEBEL LAND INC	M39-214-012-29	7 - SHADE - CENTRAL CITY AREA	43.52 A B & C PRIME MINERAL	NINTH JOHN CUSTER TRACT			1379 /503

50	390029180	39 - SHADE TOWNSHIP	PBS COALS INC	TRIEBEL LAND INC	M39-214-010-29	7 - SHADE - CENTRAL CITY AREA	81.14 A B & C PRIME EIGHTH	J SPECHT TRACT			1379 /503
51	390029170	39 - SHADE TOWNSHIP	PBS COALS INC	TRIEBEL LAND INC	M39-214-009-06	7 - SHADE - CENTRAL CITY AREA	157.79 A B MINERAL	FIFTEENTH MARY UMBERGER TRACT			1379 /503
52	390029160	39 - SHADE TOWNSHIP	PBS COALS INC	TRIEBEL LAND INC	M39-210-027-29	7 - SHADE - CENTRAL CITY AREA	236.19 A B & C PR MIN SEVENTH	JJ WAGNER TRACT			1379 /503
53	390029150	39 - SHADE TOWNSHIP	PBS COALS INC	TRIEBEL LAND INC	M39-214-008-29	7 - SHADE - CENTRAL CITY AREA	102.19 A B AND C PRIME MINERAL	SIXTH-WM STALER TRACT			1379 /503
54	390029140	39 - SHADE TOWNSHIP	PBS COALS INC	TRIEBEL LAND INC	M39-210-029-06	7 - SHADE - CENTRAL CITY AREA	182.85 A FOURTEENTH B MINERAL	PEARSON LING TRACT			1379 /503
55	390029130	39 - SHADE TOWNSHIP	PBS COALS INC	TRIEBEL LAND INC	M39-210-048-06	7 - SHADE - CENTRAL CITY AREA	9.56 A B MIN DELLA J MANGES TR	THIRTEENTH			1379 /503
56	390029120	39 - SHADE TOWNSHIP	PBS COALS INC	TRIEBEL LAND INC	M39-210-031-29	7 - SHADE - CENTRAL CITY AREA	61.11 A B & C PR MIN	FIFTH -HARVEY LING TRACT			1379 /503
57	390029110	39 - SHADE TOWNSHIP	PBS COALS INC	TRIBEL LAND INC	M39-210-030-06	7 - SHADE - CENTRAL CITY AREA	171.42 A TWELFTH B MIN	PEARSON LING TRACT			1379 /503
58	390029100	39 - SHADE TOWNSHIP	PBS COALS INC	TRIBEL LAND INC	M39-214-003-29	7 - SHADE - CENTRAL CITY AREA	156.69 A FOURTH B & C PR MIN	C W WILLIAMSON TRACT 1	BAL 3.07 A ASSD STONYCREEK TWP		1379 /503
59	390029080	39 - SHADE TOWNSHIP	PBS COALS INC	TRIEBEL LAND INC	M39-210-001-29	7 - SHADE - CENTRAL CITY AREA	72.87 A SECOND B & C PR MIN	HENRY KANN TR BAL 27.46 A ASSD	STONYCREEK TWP		1379 /503
60	390027620	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-211-013-00	7 - SHADE - CENTRAL CITY AREA	124 A MIN C PR D & E	TRACT 958 BERWIND			1728 /173
61	390027640	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-215-004-08	7 - SHADE - CENTRAL CITY AREA	326.9 A MIN C PR	TRACT 960 C PRIME CHAS LAMBERT			1728 /173
62	390027500	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-210-007-00	7 - SHADE - CENTRAL CITY AREA	17.5 A D & E MIN TR 920 PARC 3	TRACT A-3			1728 /173
63	390027630	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-211-012-08	7 - SHADE - CENTRAL CITY AREA	80.63 A MIN D & E TRACT 959	18.63 A RES 62 A EXH	PARCEL 2		1728 /173
64	390027610	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-206-011-00	7 - SHADE - CENTRAL CITY AREA	37 A D & E MIN TR 1101 PARC 14	TRACT A-14			1728 /173
65	390027600	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-210-037-00	7 - SHADE - CENTRAL CITY AREA	28 A D & E MIN TR 1100 PARC 13	TRACT A-13			1728 /173
66	390027590	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-210-034-29	7 - SHADE - CENTRAL CITY AREA	10.25 A D & E COAL PARCEL 12	TR 928 TRACT A-12			1728 /173
67	390027580	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-210-033-00	7 - SHADE - CENTRAL CITY AREA	38 A D & E MIN TR 929 PARC 11	TRACT A-11			1728 /173
68	390027570	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-210-012-00	7 - SHADE - CENTRAL CITY AREA	15.2 A D & E MIN TR 923	PARCEL 10 TRACT A-10			1728 /173
69	390027560	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-210-036-00	7 - SHADE - CENTRAL CITY AREA	85.6 A D & E MIN TR 926 PARC 9	TRACT A-9			1728 /173
70	390027550	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-210-049-09	7 - SHADE - CENTRAL CITY AREA	36.5 A D SEAM TR 936 PARC 8	TRACT A-8			1728 /173
71	390027540	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-210-040-00	7 - SHADE - CENTRAL CITY AREA	24.6 A D & E MIN TR 924 PARC 7	TRACT A-7			1728 /173
72	390027530	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-210-032-29	7 - SHADE - CENTRAL CITY AREA	64 A D & E COAL TR 935	PARC 6 TRACT A-6			1728 /173
73	390027510	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-210-006-00	7 - SHADE - CENTRAL CITY AREA	21.7 A D & E MIN TR 921 PARC 4		TRACT A-4		1728 /173
74	390027490	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-206-017-00	7 - SHADE - CENTRAL CITY AREA	9 A D & E MIN TR 904 PARC 2	TRACT A-2			1728 /173
75	390027480	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-206-014-00	7 - SHADE - CENTRAL CITY AREA	6.261 A D & E MIN TR 903	PARCEL 1	TRACT A-1		1728 /173

76	390011970	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-000-000-00	7 - SHADE - CENTRAL CITY AREA	2 A B MIN 2 A EXH	MC GREGOR JACOB TR 108			1728 /173
77	390011960	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-206-006-06	7 - SHADE - CENTRAL CITY AREA	61.18 A B MIN 61.18 A EXH	LOYAL HANNA COAL & COKE TR 10	JACOB MC GREGOR TR		1725 /173
78	390011950	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-207-027-00	7 - SHADE - CENTRAL CITY AREA	1.38 A A MIN	PHILIP REITZ TRACT NO 883			1728 /173
79	390008910	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-206-010-29	7 - SHADE - CENTRAL CITY AREA	171.98 A B MIN 171.98 A EXH	T S 13049 2227/786			1728 /173
80	390008900	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-206-010-30	7 - SHADE - CENTRAL CITY AREA	27.145 A B MIN 27.145 A B EXH	153.82 A C PR MIN 153.82 A EXH	ZIMMERMAN D B 34 TR		1728 /173
81	390027520	39 - SHADE TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M39-210-009-00	7 - SHADE - CENTRAL CITY AREA	65.6 A D & E MIN TR 922 PARC 5	TRACT A-5			1728 /173
82	400000330	40 - SHANKSVILLE BOROUGH	PBS COALS INC	FSS COAL HOLDINGS INC	M40-000-000-00	8 - SHANKSVILLE - STONYCREEK AREA	6.625 A MIN 6.625 A EXH				1728 /173
83	440026010	44 - STONYCREEK TOWNSHIP	F S S COAL HOLDINGS INC	PBS COALS INC	M44-204-014-08	8 - SHANKSVILLE - STONYCREEK AREA	69 A C PR MIN PARCEL NO 2	ELIZABETH STATLER 1 TRACT	BAL ASSESSED IN SHADE TWP		936 /779
84	440004430	44 - STONYCREEK TOWNSHIP	N S M COAL CO LIMITED	GAHAGEN ZELLA B	M44-205-002-29	8 - SHANKSVILLE - STONYCREEK AREA	85 A MIN 85 A EXH	WILLIAM GAHAGEN EST TR			873 /372
85	440004440	44 - STONYCREEK TOWNSHIP	N S M COAL CO LIMITED	GAHAGEN ZELLA B	M44-209-005-29	8 - SHANKSVILLE - STONYCREEK AREA	401 1/2 A MIN 401 1/2 A EXH	WILLIAM GAHAGEN EST TR	PARCEL 4		873 /372
86	440004450	44 - STONYCREEK TOWNSHIP	N S M COAL CO LIMITED	GAHAGEN ZELLA B	M44-205-001-29	8 - SHANKSVILLE - STONYCREEK AREA	715 A MIN	ANNIE KEIM TRACT	NUMBER SECOND		873 /372
87	440025470	44 - STONYCREEK TOWNSHIP	P B S COALS INC	TRIEBEL LAND INC	M44-204-005-29	8 - SHANKSVILLE - STONYCREEK AREA	27.46 A B & C PR MIN KAHN	HENRY TR SECOND B & C	BAL 72.87 A ASS'D SHADE TP		1379 /503
88	440016100	44 - STONYCREEK TOWNSHIP	P B S COALS INC	BERKEY KEVIN L	M44-202-001-09	8 - SHANKSVILLE - STONYCREEK AREA	16.22 A D MIN 16.22 A EXH				2165 /904
89	440025450	44 - STONYCREEK TOWNSHIP	P B S COALS INC	TRIEBEL LAND INC	M44-204-006-29	8 - SHANKSVILLE - STONYCREEK AREA	43.58 A B & C PR MIN SORBER	LORENZO D TR 3.89 A ACT	39.69 A RES BAL ASSD SHADE TWP	THIRD B & C	1379 /503
90	440025440	44 - STONYCREEK TOWNSHIP	P B S COALS INC	TRIEBEL LAND INC	M44-204-007-29	8 - SHANKSVILLE - STONYCREEK AREA	3.07 A B & C PR MIN WILLIAMSON	C W TR 3.07 ACT FOURTH B & C	BAL 156.69 A ASS'D SHADE TWP		1379 /503
91	440003370	44 - STONYCREEK TOWNSHIP	P B S COALS INC	FRY LEONARD S	M44-208-019-00	8 - SHANKSVILLE - STONYCREEK AREA	176.2375 A COAL & ALL	MINERALS			748 /351
92	440002120	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-206-021-29	8 - SHANKSVILLE - STONYCREEK AREA	154.28 A ALL COAL EXCEPT D&E	F F CABLE T S 13084			1728 /173
93	440002090	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-016-00	8 - SHANKSVILLE - STONYCREEK AREA	204 A MIN 204 A EXH ALL COAL	EXCEPT 5 A E MOSTOLLER A F TR	TRACT D-27		1728 /173
94	440001380	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-007-00	8 - SHANKSVILLE - STONYCREEK AREA	2 A D MIN	TRACT CF-6 D MINERAL			1728 /173
95	440001370	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-206-030-00	8 - SHANKSVILLE - STONYCREEK AREA	6 A MIN	TRACT CF-5 ALL COAL			1728 /173
96	440000480	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-214-011-00	8 - SHANKSVILLE - STONYCREEK AREA	25 A MIN				1728 /173

97	440002130	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-020-00	8 - SHANKSVILLE - STONYCREEK AREA	151.44 AC ALL COAL	KNEPPER CHARLES W TR			1728 /173
98	440003940	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-202-004-00	8 - SHANKSVILLE - STONYCREEK AREA	572.575 A MIN 562 A EXH ALL	COAL EXCEPT 5 A E MIN	TRACT NO 106 MARY A LONG TRACT		1728 /173
99	440004080	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-202-002-00	8 - SHANKSVILLE - STONYCREEK AREA	46.4 A MIN 43 A EXH ALL COAL	EXCEPT 4 A E D C MIN	TRACT NO 126 JOHN W PILE		1728 /173
100	440004070	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-202-003-00	8 - SHANKSVILLE - STONYCREEK AREA	10 A MIN 10 A EXH ALL COAL	TRACT NO 127 EMANUEL PILE			1728 /173
101	440004050	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-212-017-00	8 - SHANKSVILLE - STONYCREEK AREA	488.53 A MIN 58 A EXH ALL COAL	MILLER PETER T 1 2 3 4 TRS 110	223 224 225 T S 13089 2493/519	211-20	1728 /173
102	440004020	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-203-013-00	8 - SHANKSVILLE - STONYCREEK AREA	91.25 A MIN 91.25 A EXH ALL	COAL EXCEPT E MIN	TRACT NO 43 A J MILLER TRACT		1728 /173
103	440004000	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-214-016-00	8 - SHANKSVILLE - STONYCREEK AREA	137.493 A MIN 137.493 A EXH	ALL COAL EXCEPT 5 A E MIN	TRACT NO 73 IRVIN E MILLER TR		1728 /173
104	440003990	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-203-014-00	8 - SHANKSVILLE - STONYCREEK AREA	95.625 A MIN 95.625 A EXH ALL	COAL EXCEPT E MIN	MILLER CHARLES L TR 23		1728 /173
105	440003980	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-212-007-00	8 - SHANKSVILLE - STONYCREEK AREA	90.23 A MIN 90.23 A EXH ALL	COAL EXCEPT BRUSH CREEK SEAM	CHARLES F MILLER TRACT NO 53		1728 /173
106	440002140	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COALS INC	M44-210-030-00	8 - SHANKSVILLE - STONYCREEK AREA	215.77 AC ALL COAL EXCEPT D&E	KNEPPER HOMER R TR	D-23 PARCEL B-46		1728 /173
107	440003950	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-212-005-00	8 - SHANKSVILLE - STONYCREEK AREA	8.675 A MIN ALL COAL	LOWRY GEORGE W TR 127			1728 /173
108	440004110	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-204-008-00	8 - SHANKSVILLE - STONYCREEK AREA	2.2 A MIN 1 A EXH ALL COAL	TRACT NO 52	MARY RICHARSON TRACT		1728 /173
109	440003920	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-211-014-00	8 - SHANKSVILLE - STONYCREEK AREA	8.5 A MIN 8.5 A EXH ALL COAL	LEHMAN VALENTINE TR 100	T S 13945 2223/1042		1728 /173
110	440003910	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-214-013-00	8 - SHANKSVILLE - STONYCREEK AREA	33.824 A MIN 17 A EXH ALL COAL	LEESE LEVI 1 2 TRS 115 & 226			1728 /173
111	440003900	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-211-034-00	8 - SHANKSVILLE - STONYCREEK AREA	176.875 A MIN 176.875 A EXH	ALL COAL TRACT NO 65	SAMUEL LANDIS TRACT		1728 /173
112	440003890	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-214-014-00	8 - SHANKSVILLE - STONYCREEK AREA	36.931 A MIN 20 A EXH ALL COAL	TRACT NO 96 JOHN A LANDIS TRAC			1728 /173
113	440003880	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-211-008-00	8 - SHANKSVILLE - STONYCREEK AREA	2.487 A MIN 1 A EXH ALL COAL	TRACT NO 102	JEFFERSON D LANDIS		1728 /173
114	440003870	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-212-008-00	8 - SHANKSVILLE - STONYCREEK AREA	14.375 A MIN 14.375 A EXH ALL	COAL EDMUND LANDIS TRACT	NO 56		1728 /173
115	440003860	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-212-019-00	8 - SHANKSVILLE - STONYCREEK AREA	4.256 A MIN ALL COAL	LANDIS DANIEL B TR 157	T S 13944 2493/522		1728 /173
116	440003960	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-212-018-00	8 - SHANKSVILLE - STONYCREEK AREA	16.087 A MIN 1 A EXH ALL COAL	LOWRY LEWIS TR 112	T S 13947 2493/528		1728 /173

117	440004210	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-211-026-00	8 - SHANKSVILLE - STONYCREEK AREA	25.662 A MIN 19 A EXH ALL COAL	TRACT NO 76	FRANKLIN STULL TRACT		1728 /173
118	440004310	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-207-022-00	8 - SHANKSVILLE - STONYCREEK AREA	81.918 A MIN MILLER J J 4 TR	216 T S 13951			1728 /173
119	440004300	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-206-019-00	8 - SHANKSVILLE - STONYCREEK AREA	7.106 A MIN 7.106 A EXH ALL	COAL TRACT NO 98	JOHANNA TRENT TRACT		1728 /173
120	440004290	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-206-007-00	8 - SHANKSVILLE - STONYCREEK AREA	191.881 A MIN 173 A EXH ALL	COAL EXCEPT 16 A D MIN	TRACT NO 128 ALEXANDER TRENT		1728 /173
121	440004280	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-206-010-00	8 - SHANKSVILLE - STONYCREEK AREA	97.26 A MIN 97.26 A EXH ALL	COAL TRACT NO 104 & 122	FRANCIS TAYLOR TRACT		1728 /173
122	440004270	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-214-002-00	8 - SHANKSVILLE - STONYCREEK AREA	176.887 A MIN 176.887 A EXH	ALL COAL EXCEPT 5 A D & E MIN	TRACT NO 124		1728 /173
123	440004260	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-212-006-00	8 - SHANKSVILLE - STONYCREEK AREA	197.35 A MIN 184 A EXH ALL	COAL EXCEPT BRUSHCREEK VEIN	J A STUTZMAN TRACT NO 46		1728 /173
124	440004250	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-207-023-00	8 - SHANKSVILLE - STONYCREEK AREA	26.175 A MIN 26.175 A EXH ALL	COAL STUTZMAN CHARLES G TR 70	T S 13950		1728 /173
125	440004240	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-214-021-00	8 - SHANKSVILLE - STONYCREEK AREA	5.331 A MIN 5.331 A EXH ALL	COAL TRACT NO 99	WILLIAM H STULL TRACT		1728 /173
126	440004090	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-014-00	8 - SHANKSVILLE - STONYCREEK AREA	36.868 A MIN 24 A EXH ALL COAL	EXCEPT D & E MIN TRACT NO 121	JOHN F REIMAN TRACT		1728/1/737
127	440004220	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-214-007-00	8 - SHANKSVILLE - STONYCREEK AREA	19.2 A MIN ALL COAL	TRACT NO 92	JOSEPH A STULL TRACT		1728 /173
128	440004100	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-214-018-00	8 - SHANKSVILLE - STONYCREEK AREA	43.931 A MIN 27 A EXH ALL COAL	EXCEPT 9 A E MIN	TRACT NO 85 JOSEPH REITZ TRACT		1728 /173
129	440004200	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-214-022-00	8 - SHANKSVILLE - STONYCREEK AREA	43.387 A MIN 43.387 A EXH ALL	COAL TRACT NO 100	ANANIAS STULL TRACT		1728 /173
130	440004180	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-207-053-00	8 - SHANKSVILLE - STONYCREEK AREA	34.375 A MIN 34.375 A EXH ALL	COAL EXCEPT 4 A E MIN TRACT	NO 58 CAROLINE SPANGLER TRACT		1728 /173
131	440004170	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-207-008-00	8 - SHANKSVILLE - STONYCREEK AREA	201.562 A MIN 201 A EXH ALL	COAL TRACT NO 86	SAMUEL SNYDER TRACT		1728 /173
132	440004150	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-211-207-33	8 - SHANKSVILLE - STONYCREEK AREA	31.68 A MIN 26 A EXH ALL COAL	TRACT NO 60	H H SCHROCK TRACT		1728 /173
133	440004140	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-211-024-00	8 - SHANKSVILLE - STONYCREEK AREA	35.537 A MIN ALL COAL	TRACT NO 107	GEORGE W SCHMUCKER TRACT		1728 /173
134	440004130	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-212-003-00	8 - SHANKSVILLE - STONYCREEK AREA	3.468 A MIN ALL COAL	SCHUMAKER CHARLES TR 172			1728 /173
135	440004120	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-211-001-00	8 - SHANKSVILLE - STONYCREEK AREA	184.575 A MIN 184.575 A EXH	ALL COAL EXCEPT 4 A C D E MIN	TRACT NO 66 WM RINGLER TRACT		1728 /173
136	440003830	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-214-003-00	8 - SHANKSVILLE - STONYCREEK AREA	157.125 A MIN 157.125 A EXH	ALL COAL TRACT NO 68	SAM KUHN TRACT		1728 /173

137	440004230	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-214-008-00	8 - SHANKSVILLE - STONYCREEK AREA	107.925 A MIN 39 A EXH ALL	COAL TRACT NO 94	JOSEPH A STULL TRACT		1728 /173
138	440003340	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-212-023-00	8 - SHANKSVILLE - STONYCREEK AREA	43.825 A MIN 43.825 A EXH ALL	COAL STUTZMAN GEORGE TR	T S 13935 2223/1038		1728 /173
139	440003850	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-207-012-00	8 - SHANKSVILLE - STONYCREEK AREA	125.981 A MIN 125.981 A EXH	ALL COAL CHARLES LANDIS TRACT	NO 45		1728 /173
140	440003590	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-211-029-00	8 - SHANKSVILLE - STONYCREEK AREA	41.38 A MIN 41.38 A EXH ALL	COAL EXCEPT 4 A E MIN	JOESPH S BOYER TRACT NUMBER 70		1728 /173
141	440003580	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-211-028-00	8 - SHANKSVILLE - STONYCREEK AREA	45.76 A MIN 13 A EXH ALL COAL	JOHN G BOYER TRACT TRACT 115			1728 /173
142	440003570	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-211-027-00	8 - SHANKSVILLE - STONYCREEK AREA	16.6 A MIN 3 A EXH ALL COAL	GEORGE BOYER TRACT	TRACT NO 84		1728 /173
143	440003560	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-202-008-00	8 - SHANKSVILLE - STONYCREEK AREA	32.07 A MIN 32.07 A EXH ALL	COAL BALDWIN MARY TR 177	MAP NO 202-008-29 TRACT NO 103		1728 /173
144	440003450	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-203-024-00	8 - SHANKSVILLE - STONYCREEK AREA	90 A MIN 90 A EXH ALL COAL	SPANGLER JONATHAN 1 TR	T S 13939		1728 /173
145	440003430	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-203-026-00	8 - SHANKSVILLE - STONYCREEK AREA	65 A MIN 56 A EXH ALL COAL	MILLER A D TR T S 13938			1728 /173
146	440003410	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-203-025-00	8 - SHANKSVILLE - STONYCREEK AREA	73 A MIN 73 A EXH ALL COAL	LAMBERT E J TR T S 13937			1728 /173
147	440003610	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-211-030-00	8 - SHANKSVILLE - STONYCREEK AREA	114.212 A MIN 114.212 A EXH	ALL COAL EXCEPT 5 A E MIN	IRVIN E BRANT TRACT NO 71		1728 /173
148	440003620	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-207-012-00	8 - SHANKSVILLE - STONYCREEK AREA	41.093 A MIN 41.093 A EXH A	TRACT NO 105 MARTIN BRANT TRAC			1728 /173
149	440003330	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-212-012-30	8 - SHANKSVILLE - STONYCREEK AREA	50.418 A ALL COAL EXCEPT 5 A	E COAL GEORGE STULL TR 2	T S 13934 2227/798		1728 /173
150	440002210	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-025-00	8 - SHANKSVILLE - STONYCREEK AREA	90.06 AC ALL COAL & 5 AC ALL	COAL EXCEPT E 2223/1034	YODER CAROLINE TR T S 13086	29.06 A RES 66 A EXH	1728 /173
151	440002200	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-032-00	8 - SHANKSVILLE - STONYCREEK AREA	47.81 A ALL COAL	SPANGLER E L TR	TRACT NO D-23 PARCEL NO 1		1728 /173
152	440002190	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-031-00	8 - SHANKSVILLE - STONYCREEK AREA	258.12 AC ALL COAL & 10 AC ALL	COAL EXCEPT D & E TRACT D-23	NO 6 SAMUEL SNYDER TS 13085		1728 /173
153	440002180	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-023-00	8 - SHANKSVILLE - STONYCREEK AREA	23.15 AC ALL COAL	SNYDER JOHN 2 TR	TRACT D-23 PARCEL NO 8		1728 /173
154	440002170	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-027-00	8 - SHANKSVILLE - STONYCREEK AREA	9.38 AC ALL COAL	SNYDER DAVIS TR	TRACT D-23 PARCEL NO 5		1728 /173
155	440002160	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-026-00	8 - SHANKSVILLE - STONYCREEK AREA	17.88 AC ALL COAL	SHAULIS SARAH E TR	TRACT D-23 PARCEL 2		1728 /173
156	440002150	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-018-00	8 - SHANKSVILLE - STONYCREEK AREA	54.81 AC ALL COAL	SCHROCK W G TR	TRACT D-23 PARCEL 10		1728 /173

157	440003380	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-208-022-00	8 - SHANKSVILLE - STONYCREEK AREA	141 A MIN	T S 13087			1728 /173
158	440004360	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-212-013-00	8 - SHANKSVILLE - STONYCREEK AREA	157 A MIN 24 A EXH ALL COAL	EXCEPT 5 A E & 10 A D	SPEICHER JACOB J TR T S 13090	2493/525	1728 /173
159	440003820	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-211-038-00	8 - SHANKSVILLE - STONYCREEK AREA	230.537 A MIN 230.537 A EXH	ALL COAL EXCEPT D & E MIN	TRACT NO 61 J M KNEPPER TRACT		1728 /173
160	440003810	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-211-042-00	8 - SHANKSVILLE - STONYCREEK AREA	199.275 A MIN 199.275 A EXH	ALL COAL EXCEPT 5 A E MIN	KIMMEL JOSIAH TR 102	106/141	1728 /173
161	440003800	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-211-036-00	8 - SHANKSVILLE - STONYCREEK AREA	14.01 A MIN 14.01 A EXH ALL	COAL JEFFERSON KIMMEL TRACT	TRACT NO 62		1728 /173
162	440003790	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-212-001-00	8 - SHANKSVILLE - STONYCREEK AREA	141.025 A MIN 12 A EXH ALL	COAL EXCEPT 79.5A C PR & BELOW	TRACT NO 90 JACOB G KIMMEL TRA		1728 /173
163	440003780	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-211-043-00	8 - SHANKSVILLE - STONYCREEK AREA	81.593 A MIN 81.593 A EXH ALL	COAL TRACT NO 69	EDMUND B KIMMEL TRACT		1728 /173
164	440003770	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-203-022-00	8 - SHANKSVILLE - STONYCREEK AREA	18.75 A MIN 18.75 A EXH ALL	COAL TRACT NO 87 NOAH KEEFER	TRACT		1728 /173
165	440003760	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-211-031-00	8 - SHANKSVILLE - STONYCREEK AREA	118.537 A MIN 118.537 A EXH	ALL COAL EXCEPT D & E & 5 A C	MIN L J HILLEGAS TRACT NO 78		1728 /173
166	440003600	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-214-006-00	8 - SHANKSVILLE - STONYCREEK AREA	163.935 A MIN 140 A EXH ALL	COAL EXCEPT 5 A E MIN	PETER BOYER TRACT NUMBER 67		1728 /173
167	440003740	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-211-032-00	8 - SHANKSVILLE - STONYCREEK AREA	229.893 A MIN 229.893 A EXH	ALL COAL GLESSNER TOBIAS TR 85			1728 /173
168	440003840	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-211-035-00	8 - SHANKSVILLE - STONYCREEK AREA	248.875 A MIN 248.875 A EXH	ALL COAL TRACT NO 64	WILLIAM KUHN TRACT		1728 /173
169	440003720	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-214-015-00	8 - SHANKSVILLE - STONYCREEK AREA	131.75 A MIN 111 A EXH ALL	COAL EXCEPT ABOVE LWR FREEPORT	TRACT NO 89 JEFF D GLESSNER TR		1728 /173
170	440003710	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-212-009-00	8 - SHANKSVILLE - STONYCREEK AREA	208.33 A MIN 190 A EXH ALL	COAL EXCEPT BRUSHCREEK VEIN	PT GLESSNER J M TR 44	T S 13942 2223/1052	1728 /173
171	440003700	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-212-002-00	8 - SHANKSVILLE - STONYCREEK AREA	144.262 A MIN 7 A EXH ALL COAL	EXCEPT 6 A D & E MIN GLESSNER	J L TRS 1 & 2 104 & 220 TR 114	EXCEPT 15.901 A C PR & BELOW	1728 /173
172	440003690	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-211-013-00	8 - SHANKSVILLE - STONYCREEK AREA	249.75 A MIN 249.75 A EXH A	COAL EXCEPT D & E MIN	GLESSNER HENRY M TR 187	T S 13940 T S 2223/1056	1728 /173
173	440003680	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-214-004-00	8 - SHANKSVILLE - STONYCREEK AREA	190.531 A MIN 190.531 A EXH	ALL COAL EXCEPT E & 5 A D MIN	TRACT NO 82 EDWARD D GLESSNER		1728 /173
174	440003660	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-214-005-00	8 - SHANKSVILLE - STONYCREEK AREA	34.706 A MIN 34.706 A EXH ALL	COAL TRACT NO 91 & 120	JOHN GINDLESPERGE R TRACT		1728 /173
175	440003650	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-212-021-00	8 - SHANKSVILLE - STONYCREEK AREA	41.262 A MIN 41.262 A EXH A	COAL TRACT NO 57	RACHEL GEISEL TRACT		1728 /173
176	440003630	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-206-022-29	8 - SHANKSVILLE - STONYCREEK AREA	240 A ALL COAL EXCEPT D & E	TRACT NO 93 WILLIAM N FIEG TR	ADAM ZERFOSS TRACT		1728 /173

177	440003750	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-214-017-00	8 - SHANKSVILLE - STONYCREEK AREA	146.287 A MIN 146.287 A EXH	ALL COAL URIAH GLESSNER TRACT	TRACT NO 77		1728 /173
178	440024300	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-204-017-00	8 - SHANKSVILLE - STONYCREEK AREA	196.77 A ALL COAL 0 A ACT	141.77 A EXH 55 A RES	T S 13970		1728 /173
179	440014560	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-206-026-00	8 - SHANKSVILLE - STONYCREEK AREA	145.99 A MIN ALL COAL	TRACT B-14			1728 /173
180	440034050	44 - STONYCREEK TOWNSHIP	PBS COALS INC	PBS COALS INC	M44-212-002-29	8 - SHANKSVILLE - STONYCREEK AREA	15.901 A C PR & BELOW TR 114	GLESSNER J L TRS 1 & 2 104 &	220		1728 /173
181	440034040	44 - STONYCREEK TOWNSHIP	PBS COALS INC	PBS COALS INC	M44-212-001-29	8 - SHANKSVILLE - STONYCREEK AREA	79.5 MIN C PRIME & BELOW TR 90	KIMMEL J G TR 130	D-23 PARCEL NO 4		1728 /173
182	440034030	44 - STONYCREEK TOWNSHIP	PBS COALS INC	PBS COALS INC	M44-212-006-00	8 - SHANKSVILLE - STONYCREEK AREA	10.022 A MIN ALL COAL EAST	OF RT 160	STUTZMAN J A TR 43 / TR 46	EXCEPT BRUSHCREEK VEIN	1728 /173
183	440024310	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-212-007-00	8 - SHANKSVILLE - STONYCREEK AREA	170.030 A ALL COAL	TRACT NO 53			1728 /173
184	440024290	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-208-016-00	8 - SHANKSVILLE - STONYCREEK AREA	21.9375 A MIN PARCEL 37	T S 13969			1728 /173
185	440024280	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-203-035-00	8 - SHANKSVILLE - STONYCREEK AREA	70.90 A MIN	T S 13968			1728 /173
186	440024270	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-033-00	8 - SHANKSVILLE - STONYCREEK AREA	5 PARCELS OF COAL BNG 12.93 A	TR D2			1728 /173
187	440024260	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-208-028-00	8 - SHANKSVILLE - STONYCREEK AREA	588.00 A ALL COAL 0 A ACT	291 A EXH 297 A RES TR 994	T S 13094		1728 /173
188	440022850	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-206-021-00	8 - SHANKSVILLE - STONYCREEK AREA	136.70 A D & E MIN	136.70 A EXH TRACT B-44			1728 /173
189	440022840	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-206-022-00	8 - SHANKSVILLE - STONYCREEK AREA	54.30 A D & E VEIN COAL	TRACT NO B-38			1728 /173
190	440022820	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-206-020-30	8 - SHANKSVILLE - STONYCREEK AREA	234.10 A ALL COAL EXCEPT	6 A C PRIME TRACT NO B-13			1728 /173
191	440014610	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-021-00	8 - SHANKSVILLE - STONYCREEK AREA	48.25 A MIN ALL COAL	48.25 A EXH	TRACT NO B-19		1728 /173
192	440014550	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDING SINC	M44-206-028-00	8 - SHANKSVILLE - STONYCREEK AREA	40 A MIN 40 A EXH	TRACT NO B-39			1728 /173
193	440014590	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-002-00	8 - SHANKSVILLE - STONYCREEK AREA	61.68 A MIN ALL COAL 12 A EXH	TRACT NO B-17			1728 /173
194	440013960	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-029-00	8 - SHANKSVILLE - STONYCREEK AREA	42.08 A MIN ALL COAL	TRACT NO B-52	A G WHIPPERMAN TRACT		1728 /173
195	440013950	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-004-00	8 - SHANKSVILLE - STONYCREEK AREA	2.31 A D MIN 2.31 A EXH	ALL COAL TRACT 1070 BERWIND			1728 /173
196	440013940	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-028-00	8 - SHANKSVILLE - STONYCREEK AREA	41.50 A D MIN 41 A EXH TR 1068	PARCEL 54 LEASE OLIVER TR			1728 /173

197	440013930	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-005-00	8 - SHANKSVILLE - STONYCREEK AREA	219.981 A MIN ALL COAL	219.981 A EXH TRACT NO B-50	HEILMAN & MILLER TR		1728 /173
198	440013910	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-208-021-00	8 - SHANKSVILLE - STONYCREEK AREA	108 A D MIN 108 A EXH TR 988	T S 13093			1728 /173
199	440013890	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-207-021-00	8 - SHANKSVILLE - STONYCREEK AREA	123.19 A MIN ALL COAL	123.19 A EXH TR 991 PARC 6	T S 13957		1728 /173
200	440013990	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-010-00	8 - SHANKSVILLE - STONYCREEK AREA	208.62 A MIN 208.62 A EXH	ALL COAL EXCEPT E MIN 6 A ACT	209.73 A E MIN 209.73 A EXH	TRACT NO B-47 US LEHMAN TRACT	1728 /173
201	440012570	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-208-023-00	8 - SHANKSVILLE - STONYCREEK AREA	141.918 A MIN 90 A EXH ALL	COAL 10 A RESERVED	T S 13092		1728 /173
202	440014000	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-008-00	8 - SHANKSVILLE - STONYCREEK AREA	23.26 A MIN 23.26 A EXH	ALL COAL TRACT NO B-49	CARTHERINE YODER TRACT		1728 /173
203	440009550	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-003-00	8 - SHANKSVILLE - STONYCREEK AREA	178 A MIN 178 A EXH EXCEPT 85	A E COAL	TRACT 1070 BERWIND		1728 /173
204	440009540	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-028-00	8 - SHANKSVILLE - STONYCREEK AREA	62 A MIN 62 A EXH	TRACT 1068 BERWIND			1728 /173
205	440007980	44 - STONYCREEK TOWNSHIP	PBS COALS INC	MC INTIRE WILLIAM J	M44-207-001-29	8 - SHANKSVILLE - STONYCREEK AREA	62.11 A MIN 62.11 A EXH ALL	COAL BOYER PETER 3 TR			1957 /164
206	440006760	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-214-010-00	8 - SHANKSVILLE - STONYCREEK AREA	30.206 A C PR MIN SHANK E F TR	4.357 A ACT 25.852 A EXH			1728 /173
207	440006750	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-214-019-00	8 - SHANKSVILLE - STONYCREEK AREA	100.9 A C PR MIN	28.303 A ACT 70.597 A RES	2 A EXH T S 13091		1728 /173
208	440004380	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-204-018-00	8 - SHANKSVILLE - STONYCREEK AREA	20 A MIN D COAL & 1/36 INT ALL	OTHER COAL TRACTS 27 & 39B	T S 13955		1728 /173
209	440004370	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-207-011-00	8 - SHANKSVILLE - STONYCREEK AREA	15 A MIN 15 A EXH ALL COAL	EXCEPT D & E MIN	TRACT NO 26 SARAH J TRENT TR		1728 /173
210	440014230	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-203-018-30	8 - SHANKSVILLE - STONYCREEK AREA	27.84 A ALL COAL	TRACT NO B-37 TRACT 978			1728 /173
211	440014520	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-203-021-00	8 - SHANKSVILLE - STONYCREEK AREA	48.61 A MIN ALL COAL	48.61 A EXH TR 996 PARC 10			1728 /173
212	440014440	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-208-015-00	8 - SHANKSVILLE - STONYCREEK AREA	130 A D MIN 115 A EXH 15 A	RES 0 A ACT TR 983 TS 13966			1728 /173
213	440014380	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-007-00	8 - SHANKSVILLE - STONYCREEK AREA	2 A ALL MIN 2 A EXH	TRACT NO B-45			1728 /173
214	440014370	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-011-00	8 - SHANKSVILLE - STONYCREEK AREA	209.56 A D MIN 209.56 A EXH	TR 1043 207.76 A E MIN	207.76 A EXH TRACT NO B-48		1728 /173
215	440014340	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-015-00	8 - SHANKSVILLE - STONYCREEK AREA	121.42 A MIN ALL COAL EXCEPT	COAL ABOVE MAHONING SANDSTONE	TR B-23		1728 /173
216	440014330	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-001-00	8 - SHANKSVILLE - STONYCREEK AREA	36.21 A MIN ALL COAL TR 1046	EXCEPT COAL ABOVE MAHONING	SANDSTONE TRACT NO B-16		1728 /173

217	440014310	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-203-037-30	8 - SHANKSVILLE - STONYCREEK AREA	38.25 A ALL COAL TRACT #B-9	TRACT 995			1728 /173
218	440014280	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-206-001-00	8 - SHANKSVILLE - STONYCREEK AREA	79 A MIN 79 A EXH	TRACT B-40			1728 /173
219	440013970	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-006-00	8 - SHANKSVILLE - STONYCREEK AREA	23.55 A MIN ALL COAL 23 A EXH	TRACT NO B-51	MICHAEL ZIMMERMAN TRACT		1728 /173
220	440014240	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-022-00	8 - SHANKSVILLE - STONYCREEK AREA	30.60 A MIN ALL COAL	TRACT B-20			1728 /173
221	440004340	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-207-027-00	8 - SHANKSVILLE - STONYCREEK AREA	34.687 A MIN 34.687 A EXH ALL	COAL WEIGLE HIRAM TR 64	T S 13954 2223/1030		1728 /173
222	440014200	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-208-014-00	8 - SHANKSVILLE - STONYCREEK AREA	44 A MIN TR 984 21A TR 987	23 A EXH T S 13962			1728 /173
223	440014190	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-208-020-00	8 - SHANKSVILLE - STONYCREEK AREA	31 A MIN 23 A EXH TR 986	T S 13961			1728 /173
224	440014180	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-208-016-00	8 - SHANKSVILLE - STONYCREEK AREA	136 A MIN 19 A RES 117 A EXH	TR 985 T S 13960			1728 /173
225	440014170	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-203-023-00	8 - SHANKSVILLE - STONYCREEK AREA	78.66 A MIN ALL COAL	78.66 A EXH TR 977 PARC 36	T S 13959		1728 /173
226	440014140	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-207-019-00	8 - SHANKSVILLE - STONYCREEK AREA	99.52 A MIN ALL COAL	99.52 A EXH	TRACT B-8		1728 /173
227	440014130	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-207-020-00	8 - SHANKSVILLE - STONYCREEK AREA	19.32 A MIN ALL COAL	19.32 A EXH EXCEPT COAL ABOVE	MAHONING SANDSTONE	TRACT NO B-7	1728 /173
228	440014110	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-030-00	8 - SHANKSVILLE - STONYCREEK AREA	12.28 A ALL COAL	217.8 A D & E MIN 217.8 A EXH	TRACT NO B-46		1728 /173
229	440014080	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-007-00	8 - SHANKSVILLE - STONYCREEK AREA	144.24 A MIN ALL COAL	TRACT NO B-45			1728 /173
230	440014010	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-207-014-00	8 - SHANKSVILLE - STONYCREEK AREA	261.44 A MIN ALL COAL	261.44 A EXH	TRACT NO B-12		1728 /173
231	440014250	44 - STONYCREEK TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M44-210-024-00	8 - SHANKSVILLE - STONYCREEK AREA	13.79 A MIN ALL COAL	TRACT B-18			1728 /173
232	460019630	46 - SUMMIT TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M46-202-006-29	3 - MEYERSDALE AREA	310.0 A ALL COAL PT TR S-31	T S 13097			1728 /173
233	460034040	46 - SUMMIT TOWNSHIP	PBS COALS INC	BEAHR THEODORE L ET AL	M46-206-007-29	3 - MEYERSDALE AREA	120 A ALL COAL ABOVE E SEAM	PT FORWARD ROSS TR EXHIBIT A3	TRACT 105		1731 /436
234	460034030	46 - SUMMIT TOWNSHIP	PBS COALS INC	BEAHR THEODORE L ET AL	M46-206-006-29	3 - MEYERSDALE AREA	18.93 A ALL COAL ABOVE E SEAM	PT FORWARD ROSS & FLUCK F B TR	EXHIBIT A-1 TRACT 106		1731 /436
235	470008330	47 - UPPER TURKEYFOOT TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M47-206-003-00	5 - ROCKWOOD AREA	204 A MIN	T S 13110			1728 /173
236	470008230	47 - UPPER TURKEYFOOT TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M47-211-003-24	5 - ROCKWOOD AREA	181 A MIN	T S 13110			1728 /173
237	60001360	6 - BLACK TOWNSHIP	P B S COALS INC	ELDORA LAND CORP/TCB	M06-206-016-29	5 - ROCKWOOD AREA	30 A MIN	TS 12708			2279 /866

238	60002800	6 - BLACK TOWNSHIP	P B S COALS INC	BITTNER DUANE/TCB	M06-209-002-29	5 - ROCKWOOD AREA	91 A MIN 21 A EXH TS S14347				2279 /888
239	60001290	6 - BLACK TOWNSHIP	PBS COALS INC	ELDORA LAND CORP	M06-203-003-29	5 - ROCKWOOD AREA	161 A MIN 81 A EXH	KOOSER P ZIMMERMAN TR TS 12701			1812 /327
240	60009200	6 - BLACK TOWNSHIP	WILSON CREEK ENERGY LLC	SVONAVEC INC	M06-202-001-00	5 - ROCKWOOD AREA	0.3 A MIN				2334 /65
241	80002390	8 - BROTHERSVALLEY TOWNSHIP	CRONER INC	REED MARGARET JANE	M08-203-021-09	1 - BERLIN BROTHERSVALLEY	17 A D MIN	D SEAM OF MARGARET J REED TRAC			439 /138
242	080038780C	8 - BROTHERSVALLEY TOWNSHIP	P B S COALS INC	HAY KARL H/TCB	M08-213-045-00	1 - BERLIN BROTHERSVALLEY	1/5 INT 134.166 A MIN	T S 14516			2279 /869
243	80038910	8 - BROTHERSVALLEY TOWNSHIP	P B S COALS INC	STONER PEARL K	M08-209-045-00	1 - BERLIN BROTHERSVALLEY	108 A COAL-PRICE SEAM				1428 /12
244	80051240	8 - BROTHERSVALLEY TOWNSHIP	P B S COALS INC	KELLY BARBARA ANN	M08-216-005-00	1 - BERLIN BROTHERSVALLEY	148.0125 A ALL COAL & 27.072 A	ALL SEAMS ABOVE E	MAP 213-001		1364 /489
245	80044950	8 - BROTHERSVALLEY TOWNSHIP	P B S COALS INC		M08-209-045-29	1 - BERLIN BROTHERSVALLEY	110 A ALL COAL	DONALD J MASON TRACT			1437 /147
246	080043210C	8 - BROTHERSVALLEY TOWNSHIP	P B S COALS INC	PENN POCAHONTAS COAL CO	M08-209-024-30	1 - BERLIN BROTHERSVALLEY	33.89% OF 113/126 INT	180.969 A ALL COAL	RBV 28/224		1283 /422
247	80014650	8 - BROTHERSVALLEY TOWNSHIP	PBS COAL INC	BERWIND CORP	M08-202-004-29	1 - BERLIN BROTHERSVALLEY	32.67 A MIN ALL COAL TR 1058	TRACT B-26			858 /322
248	80045110	8 - BROTHERSVALLEY TOWNSHIP	PBS COALS INC	BEAHR THEODORE L ET AL	M08-212-014-29	1 - BERLIN BROTHERSVALLEY	73.19 A ALL COAL ABOVE THE	E SEAM FRITZ SIMOND &	FLUCK F B TR 104		1731 /436
249	80045100	8 - BROTHERSVALLEY TOWNSHIP	PBS COALS INC	BEAHR THEODORE L ET AL	M08-215-001-29	1 - BERLIN BROTHERSVALLEY	80.18 A ALL COAL ABOVE THE	E SEAM PT FORWARD ROSS TR	PT TR 105		1731 /436
250	80021510	8 - BROTHERSVALLEY TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M08-203-002-00	1 - BERLIN BROTHERSVALLEY	187.354 A ALL COAL	ADA E COVER TRACT			1728 /173
251	80020240	8 - BROTHERSVALLEY TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M08-202-008-00	1 - BERLIN BROTHERSVALLEY	7.50 A MIN ALL COAL EXCEPT	COAL ABOVE MAHONING SANDSTONE	TR 1052 TRACT B-22		1728 /173
252	80014680	8 - BROTHERSVALLEY TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M08-204-015-29	1 - BERLIN BROTHERSVALLEY	136.40 A MIN ALL COAL	TR 1056 79.60 A TRACT B-24	TR 1061 56.80 A TRACT B-29		1728 /173
253	80014670	8 - BROTHERSVALLEY TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M08-204-042-29	1 - BERLIN BROTHERSVALLEY	5.53 A MIN ALL COAL TR 1060	TRACT B-28			1728 /173
254	80014630	8 - BROTHERSVALLEY TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M08-204-039-29	1 - BERLIN BROTHERSVALLEY	218.89 A MIN ALL COAL EXCEPT	COAL ABOVE MAHONING SANDSTONE	180.37 A MIN TR 1062 B-30	38.52 A MIN TR 1064 PAR B-32	1728 /173
255	80014620	8 - BROTHERSVALLEY TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M08-204-043-29	1 - BERLIN BROTHERSVALLEY	7 A MIN ALL COAL TR B-31				1728 /173
256	80014600	8 - BROTHERSVALLEY TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M08-202-005-29	1 - BERLIN BROTHERSVALLEY	140.40 A MIN ALL COAL EXCEPT	COAL ABOVE MAHONING SANDSTONE	SS TRACT NO B-25		1728 /173
257	80002810	8 - BROTHERSVALLEY TOWNSHIP	PBS COALS INC	FSS COAL HOLDINGS INC	M08-202-003-29	1 - BERLIN BROTHERSVALLEY	60 A MIN ALL COAL EXCEPT 5 A E	MIN RESERVED KNEPPER CHARLES W	TR		1728 /173
258	80014640	8 - BROTHERSVALLEY TOWNSHIP	PBS COALS INS	FSS COAL HOLDINGS INC	M08-202-006-29	1 - BERLIN BROTHERSVALLEY	43.93 A MIN ALL COAL TR 1059	B-27			1728 /173
259	80014660	8 - BROTHERSVALLEY TOWNSHIP	PBS COALS INS	FSS COAL HOLDINGS INC	M08-202-009-00	1 - BERLIN BROTHERSVALLEY	7.25 A MIN ALL COAL EXCEPT	COAL ABOVE MAHONING SANDSTONE	TR 1051 PAR 21 TRACT NO B-21		1728 /173

Schedule 2.1(f)

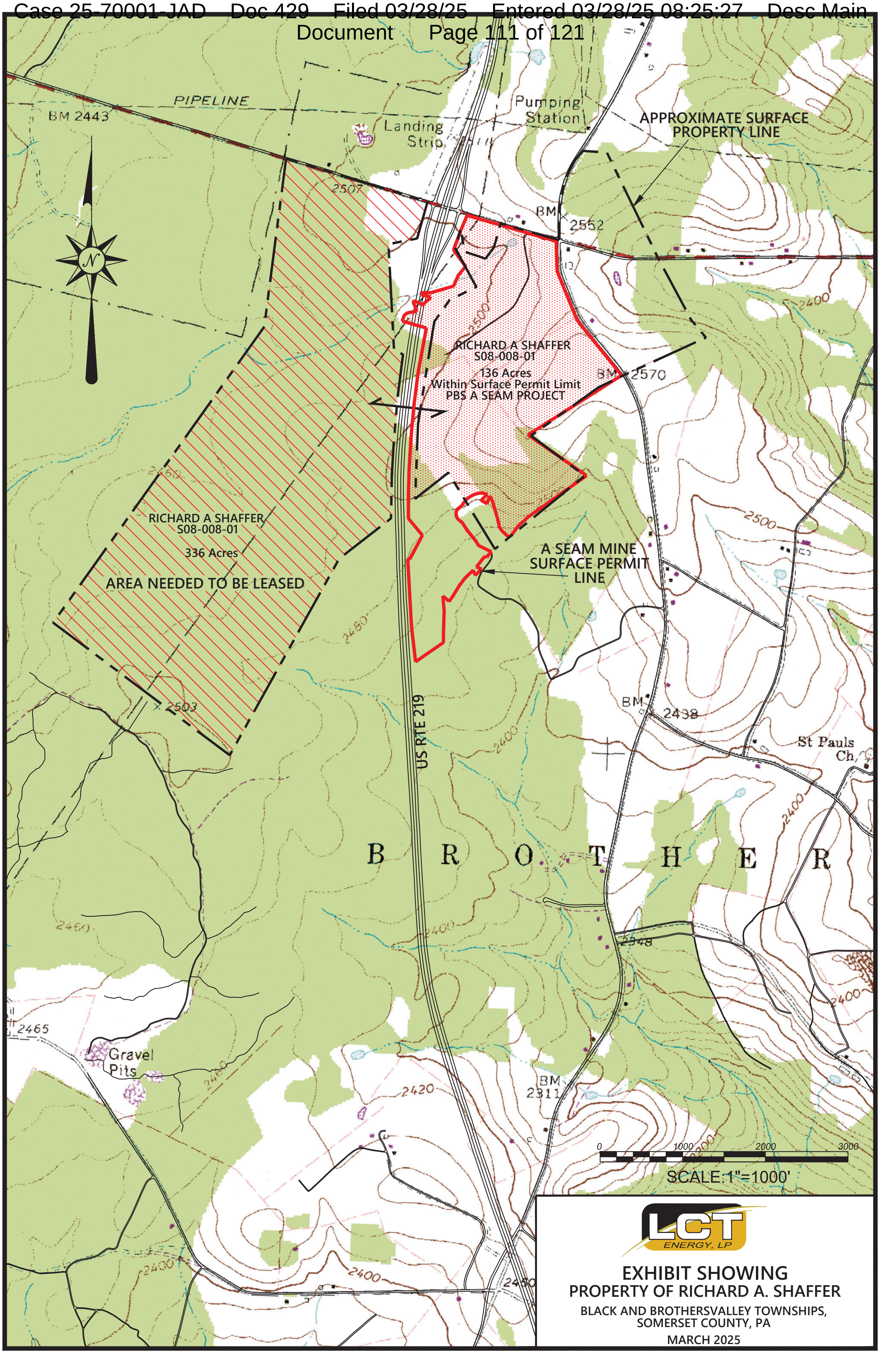
A Seam Shaffer Lease

I. **Release of Lease**. Seller currently holds a lease dated July 24, 2006, (the "Shaffer Lease") with Richard A. Shaffer successor to Jean C. Shaffer, covering approximately 300 acres of Somerset County Tax Parcel No. S08-008-001. In partial consideration of the Cash Consideration, Seller, Additional Sellers or their respective Affiliates, as the case may be, shall obtain either a full termination and release of the Shaffer Lease or an amendment to the Shaffer Lease resulting in the portion of the Shaffer Lease encumbering Tax Parcel No. S08-008-001 on the west side of U.S. Route 219, as described on Exhibit A attached to this Purchased Assets Schedule 2.1(f), being fully and absolutely released from the terms and conditions of the Shaffer Lease in either case in a form reasonably satisfactory to Purchaser.

II. **Cash Consideration Allocation**. $75,000.00 of the Cash Consideration is allocated to the Release of Lease identified on this Purchased Assets Schedule 2.1(f).

Exhibit A
of
Schedule 2.1(f)

[See Attached]


PIPELINE
BM 2443
Landing Strip
Pumping Station
APPROXIMATE SURFACE PROPERTY LINE
2507
BM 2552
RICHARD A SHAFFER
S08-008-01
136 Acres
Within Surface Permit Limit
PBS A SEAM PROJECT
BM 2570
RICHARD A SHAFFER
S08-008-01
336 Acres
AREA NEEDED TO BE LEASED
A SEAM MINE SURFACE PERMIT LINE
2503
US RTE 219
BM 2438
St Pauls Ch.
B R O T H E R
2465
Gravel Pits
BM 2311
2348
0 1000 2000 3000
SCALE:1"=1000'
LCT ENERGY, LP
EXHIBIT SHOWING
PROPERTY OF RICHARD A. SHAFFER
BLACK AND BROTHERSVALLEY TOWNSHIPS,
SOMERSET COUNTY, PA
MARCH 2025

Schedule 2.1(g)

Assignment of Claims Purchased Assets

I. **Assignment of Claims**. Seller shall deliver to Purchaser at Closing an executed assignment of claims agreement (the "Assignment of Claims Agreement") in a form prepared by Purchaser, in which Seller, Additional Sellers, their respective Affiliates, and anyone claiming through them, assign, convey and grant any and all claims, liabilities, demands, causes of action, injury, and/or damages of any kind or character whether known or unknown, fixed or contingent, at law or in equity, against Purchaser, its parents, subsidiaries, and Affiliates, and their respective members, partners, shareholders, joint venturers, equity owners, trustees, directors, officers, employees, contractors, insurers, lenders, investors, representatives, attorneys, agents, successors and assigns arising on or before the Closing Date, except any claims, causes of action, liabilities, demands, injury and/or damages of any kind arising from this Agreement (collectively the "Assigned Claims"). The Assignment of Claims Agreement shall include a representation and warranty by Seller that Seller has not assigned, conveyed and granted all or any portion of the Assigned Claims to any other Person. As more specifically set forth in Section 8.9 of the Agreement, the Assignment of Claims Agreement shall also include a full release of any and all claims or causes of action held by Purchaser and/or its Affiliates against the Debtors, their estates, their successors and assigns, and each of their respective officers, directors, members, stockholders or other equity holders, managers, employees, agents, advisers, and representatives, including any legal counsel, accountants, Tax and financial advisors, arising on or before the Closing Date, except for any claims, causes of action, liabilities, demands, injury and/or damages Purchaser may have against Seller arising from or related to (i) a breach of Seller's representations or warranties expressly made in this Agreement, (ii) Seller's breach or default under the terms of this Agreement, and/or (iii) ordinary business transactions and obligations under any contracts between the parties, other than this Agreement. For clarity and the avoidance of doubt, the foregoing release of Seller shall only be effective upon Closing.

II. **Bankruptcy Court Approval**. On or prior to the Closing Date the Bankruptcy Court shall acknowledge and approve in the Sale Order (i) the assignment of the Assigned Claims to Purchaser and (ii) that the Assignment of Claims Agreement is a valid, legally enforceable and binding agreement between the parties.

III. **Cash Consideration Allocation**. $5,000.00 of the Cash Consideration is allocated to the Purchased Assets identified on this Purchased Assets Schedule 2.1(g).

Schedule 2.1(h)

Shade Creek Prep Plant Purchased Assets

I. **Purchased Assets**. Under and subject to the applicable provisions of Article II of the Agreement, incorporated herein by reference as though fully set forth herein, the Purchased Assets shall specifically include all of Seller's, Additional Sellers' and their respective Affiliates, right, title and interest in, to or under the following:

a. **Tangible Personal Property**. Fee simple title to any and all rail, and only the rail, located at the Shade Creek Preparation Plant located in Central City, Somerset County, Pennsylvania, including rail for the rail line connecting with Norfolk Southern line (the "Shade Creek Prep Plant Purchased Assets"). For clarity and the avoidance of doubt, the Shade Creek Prep Plant Purchased Assets does not include the ties, fastenings, and ballasts.

II. **Retained Assets**. In addition to the Retained Assets described in Section 2.2 of the Agreement, specifically excluded from the Purchased Assets identified in Section I of this Purchased Assets Schedule 2.1(h), and therefore not intended to be conveyed to Purchaser and shall be considered part of the Retained Assets of Seller, are the following:

a. All Leases related to the Shade Creek Prep Plant Purchased Assets.

b. All Contracts related to the Shade Creek Prep Plant Purchased Assets.

c. All Permits related to the Shade Creek Prep Plant Purchased Assets.

III. **Cash Consideration Allocation**. $1,000.00 of the Cash Consideration is allocated to the Purchased Assets identified on this Purchased Assets Schedule 2.1(h).

Schedule 2.2(h)

Retained Assets

[To Be Filed]

Schedule 2.3(b)

Assumed Cure Costs

[To Be Filed]

Schedule 2.3(e)

Assumed Liabilities (Administrative Costs)

[To Be Filed]

Schedule 2.5(a)

Available Agreements

[To Be Filed]

Schedule 5.2

<u>Title to Purchased Assets</u>

[To Be Filed]

Schedule 5.3

<u>Litigation Actions</u>

[To Be Filed]

Schedule 5.4

<u>Seller's Brokers</u>

[To Be Filed]

Schedule 6.4

Purchaser's Brokers

1. None.

Notice Recipients

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

Recipients of Notice of Electronic Filing:

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