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

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| In re:<br><br>White Forest Resources, Inc., *et al.*,<br><br>Debtors.[1] | Chapter 11<br><br>Case No. 25-10195 (TMH)<br><br>**Related Doc. Nos.: 17, 44, 124, 133, 144, 147, 148, 364 & 408** |

**ORDER APPROVING SECOND DIP AMENDMENT TERM SHEET TO AMEND TERMS OF DIP CREDIT AGREEMENTS**

Upon consideration of the *Notice of Second Material DIP Loan Amendment Pursuant to the Final DIP Order Pursuant to Sections 105, 361, 362, 363, and 364 of the Bankruptcy Code and Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (I) Authorizing the Debtors to (A) Use Cash Collateral, (B) Obtain Senior Secured Superpriority Postpetition Financing and Grant Liens and Superpriority Administrative Claims, and (C) Provide Adequate Protection, and (II) Granting Related Relief* (the "Second Notice of Material DIP Amendment")[2], providing notice to the Court and parties-in-interest of the Second DIP Amendment Term Sheet, a copy of which is attached hereto as **Exhibit 1**, entered into by and among the Debtors, the DIP Term Loan Agent, the DIP Term Loan Lenders, and the DIP Revolving Loan Lender,

**IT IS HEREBY ORDERED THAT**:

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

[2] Each capitalized term used in this Order that is not defined herein has the meaning assigned thereto in the Second DIP Amendment Term Sheet, the Second Notice of Material DIP Amendment, or the Final DIP Order.

1. The Second DIP Amendment Term Sheet is **APPROVED** and the DIP Credit Agreements are amended as set forth in the DIP Amendment Term Sheet.

2. The Debtors, the DIP Term Loan Agent, the DIP Term Loan Lenders, and the DIP Revolving Loan Lender are hereby authorized to take any and all actions reasonably necessary to effectuate the terms of the Second DIP Amendment Term Sheet.

3. Except as expressly set forth in this Order, the terms, provisions and conditions of, and relief granted by, the Final DIP Order [D.I. 148] and the First DIP Amendment Order [D.I. 364] are not altered and shall remain in full force and effect.

4. The provisions and conditions of, and relief granted by, this Order shall not be stayed and shall be valid and fully effective immediately and enforceable upon its entry, notwithstanding the possible application of Bankruptcy Rules 6004(h), 7062, and 9014, or otherwise.

5. This Court retains jurisdiction over any and all matters from or related to the implementation or interpretation of the Second DIP Amendment Term Sheet and this Order.

**Dated: July 28th, 2025**
**Wilmington, Delaware**

Thomas M. Horan

**THOMAS M. HORAN**
**UNITED STATES BANKRUPTCY JUDGE**

# **Exhibit 1**

## DIP Amendment Term Sheet

| **Second Amended Senior Secured Debtor-In-Possession Loan Facilities** | |
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| **Summary of Terms and Conditions** | |
| Set forth below is a summary of the principal terms and conditions for certain amendments to the DIP Term Loan Facility and the DIP Revolving Loan Facility.[1] | |
| **Second Amendment to the DIP Term Loan Facility**<br>The parties to that certain Senior Secured Superpriority Debtor-in-Possession Term Loan Credit Agreement, dated February 12, 2025 and subsequently amended by the Amended And Restated Senior Secured Superpriority Debtor-In-Possession Term Loan Credit Agreement dated June 24, 2025 (the "**DIP Term Loan Credit Agreement**"), hereby intend to amend the terms of the DIP Term Loan Credit Agreement accordingly: | |
| **Borrower**: | The same as provided in the DIP Term Loan Credit Agreement. |
| **Guarantors**: | The same as provided in the DIP Term Loan Credit Agreement. |
| **DIP Term Loan Agent**: | The same as provided in the DIP Term Loan Credit Agreement. |
| **DIP Term Loan Lenders**: | The same as provided in the DIP Term Loan Credit Agreement. |
| **Amended DIP Term Loan Facility**: | A second amended DIP Term Loan Credit Agreement shall be executed by the parties to the DIP Term Loan Credit Agreement on or about July 28, 2025 (the "**Second Amended DIP Term Loan Credit Agreement**"). |
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[1] Capitalized terms not otherwise defined herein are ascribed the same definition provided in the *Final Order Pursuant to Sections 105, 361, 362, 363, and 364 of the Bankruptcy Code and Rules 2002, 4001, 6004 and 9014 of the Federal Rules of Bankruptcy Procedure (I) Authorizing the Debtors to (A) Use Cash Collateral, (B) Obtain Senior Secured Superpriority Postpetition Financing and Grant Liens and Superpriority Administrative Claims, and (C) Provide Adequate Protection, and (II) Granting Related Relief* [D.I. 148] (the "**Final DIP Order**"), the DIP Term Loan Credit Agreement, or the DIP Revolving Loan Credit Agreement.

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| **Second Amendment to the DIP Revolving Loan Facility**<br>The parties to that certain Senior Secured Superpriority Debtor-in-Possession Revolving Loan Credit Agreement, dated February 12, 2025 as subsequently amended by that Amended And Restated Senior Secured Superpriority Debtor-In-Possession Revolving Loan Credit Agreement dated June 24, 2025 (the "**DIP Revolving Loan Credit Agreement**," and together with the DIP Term Loan Credit Agreement, the "**DIP Credit Agreements**"), hereby intend to amend the terms of the DIP Revolving Loan Credit Agreement accordingly: | |
| **DIP Revolving Loan Lender**: | The same as provided in the DIP Revolving Loan Credit Agreement. |
| **Borrower**: | The same as provided in the DIP Revolving Loan Credit Agreement. |
| **Guarantors**: | The same as provided in the DIP Revolving Loan Credit Agreement. |
| **Amended DIP Revolving Loan Facility**: | The same as provided in the DIP Revolving Loan Credit Agreement. |
| **Conditions Precedent to Each DIP Revolving Loan and Each Advance**: | The same as provided in the DIP Revolving Loan Credit Agreement. |
| **Equipment** | Upon the earlier of the closing of the sale of the South Fork assets or the a DIP Revolving Loan Facility Termination Date, the remaining balance owed to the DIP Revolving Lender with respect to the Equipment shall become immediately due and payable and shall thereupon be paid in full. |
| **Amended DIP Revolving Loan Facility** | A second amended DIP Revolving Loan Credit Agreement shall be executed by the parties to the DIP Revolving Credit Agreement on or about July 28, 2025 (the "**Second Amended DIP Revolving Loan Credit Agreement**"). |
| **Amendments to DIP Credit Agreements** | |
| **Amended DIP Order**: | "**Second Amended DIP Order**" means an order of the Bankruptcy Court approving the amendments to the DIP Credit Agreements on a final basis, which shall be consistent with the Final DIP Order (subject to the amended provisions provided in the Amended DIP Term Loan Credit Agreement and Amended DIP Revolving Loan Credit Agreement) and otherwise reasonably acceptable to the Debtors, the DIP Term Loan Secured Parties, and the DIP Revolving Loan Lender. |
| **Termination Date**: | The "**DIP Term Loan Facility Termination Date**" and the "**DIP Revolving Loan Facility Termination Date**" shall be amended to mean the earliest to occur of: (a) 195 days after the Petition Date (the "**Scheduled Termination Date**"); (b) the substantial consummation (as defined in section 1101 of the Bankruptcy Code and which for purposes hereof shall be no later than the |

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| | "effective date" thereof) of a plan filed in the Chapter 11 Cases that is confirmed pursuant to an order entered by the Bankruptcy Court in form and substance that is not acceptable to the DIP Term Loan Agent (at the direction of the Required Lenders) or the DIP Revolving Loan Lender; (c) the acceleration of either (i) loans and/or the termination of the commitments with respect to the DIP Term Loan Facility in accordance with the "Loan Documents" as defined in the DIP Term Loan Credit Agreement or (ii) the loans and/or the termination of commitments with respect to the DIP Revolving Loan Facility in accordance with the "Loan Documents" as defined in the DIP Revolving Loan Credit Agreement; (d) unless otherwise agreed in writing by the DIP Term Loan Agent (at the direction of the Required Lenders) or the DIP Revolving Loan Lender, the proposal of a Chapter 11 Plan by the Debtors that does not repay in full, in cash, all DIP Obligations; (e) the date of dismissal of any Debtor's case, conversion of any of the Chapter 11 cases to a Chapter 7 case, or the appointment of a trustee or examiner in any of the Chapter 11 Cases, unless consented to by the DIP Term Loan Agent (at the direction of the Required Lenders) or the DIP Revolving Loan Lender; (f) the filing of a motion seeking the a sale of all or substantially all of the assets of the Debtors pursuant to section 363 of the Bankruptcy Code to which the DIP Term Loan Agent (at the direction of the Required Lenders) does not consent with respect to the DIP Term Loan Collateral to which it has priority under the Lien Priorities Chart (as defined in the Final DIP Order), or to which DIP Revolving Loan Lender does not consent with respect to the DIP Revolving Loan Facility Collateral to which it has priority under the Lien Priorities Chart (as defined in the Final DIP Order); and (g) pursuant to such other provisions as are contained in the DIP Loan Facilities.<br><br>Upon the DIP Term Loan Facility Termination Date or a DIP Revolving Loan Facility Termination Date, the Debtors shall repay all obligations arising under the DIP Term Loan Facility and the DIP Revolving Loan Facility in full in cash. |
| **Purpose**: | The same as provided in the DIP Credit Agreements. |
| **Interest Rate and Fees**: | The same as provided in the DIP Credit Agreements. |
| **Optional Prepayments for DIP Term Loans**: | The same as provided in the DIP Credit Agreements. |
| **Mandatory Prepayments for DIP Term Loan Facility and DIP Revolving Loan Facility**: | The same as provided in the DIP Credit Agreements. |

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| **Security and Priority**: | The same as provided in the DIP Credit Agreements, subject to clarifications regarding "as extracted coal" as may be mutually agreed by the DIP Term Loan Lender and the DIP Revolving Loan Lender. |
| **DIP Term Loan Facility and DIP Revolving Loan Facility Intercreditor Issues**: | The same as provided in the DIP Credit Agreements. |
| **Carve-Out**: | The same as provided in the DIP Credit Agreements and Final DIP Order. |
| **Adequate Protection**: | The same as provided in the DIP Credit Agreements and Final DIP Order. |
| **Termination of Consent to Use Cash Collateral**: | The same as provided in the DIP Credit Agreements and Final DIP Order. |
| **Representations and Warranties**: | The same as provided in the DIP Credit Agreements. |
| **Affirmative Covenants**: | The same as provided in the DIP Credit Agreements. |
| **Milestones**: | The same as provided in the DIP Credit Agreements. |
| **Negative Covenants**: | The same as provided in the DIP Credit Agreements. |
| **Events of Default**: | The same as provided in the DIP Credit Agreements. |
| **Credit Bidding**: | The same as provided in the DIP Credit Agreements. |
| **Fees:** | The same as provided in the DIP Credit Agreements. |
| **Expense and Indemnification**: | The same as provided in the DIP Credit Agreements. |