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Debtors in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

	)	
In re:	)	Chapter 11
	)	
PATRIOT COAL CORPORATION, <u>et al.</u> ,	)	Case No. 15-32450 (KLP)
	)	
Debtors.	)	Jointly Administered
	)	

**NOTICE OF FILING OF FOURTH AMENDED DISCLOSURE STATEMENT  
FOR DEBTORS' FOURTH AMENDED JOINT PLAN OF REORGANIZATION  
PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**PLEASE TAKE NOTICE THAT** on July 13, 2015, the Debtors filed the *Disclosure Statement for Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 498] (the "Disclosure Statement").

**PLEASE TAKE FURTHER NOTICE THAT** on August 18, 2015, the Debtors filed that certain *Amended Disclosure Statement for Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (the "Amended Disclosure Statement") [Docket No. 858].

**PLEASE TAKE FURTHER NOTICE THAT** on August 18, 2015, the Debtors filed that certain *Second Amended Disclosure Statement for Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (the "Second Amended Disclosure Statement") [Docket No. 880].

**PLEASE TAKE FURTHER NOTICE THAT** on August 25, 2015, the Debtors filed the *Notice of Filing of Solicitation Version of the Third Amended Disclosure Statement for Debtors' Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* [Docket No. 941] (the "Solicitation Notice") which included the Debtors' Third Amended Disclosure Statement for Debtors' Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code.

**PLEASE TAKE FURTHER NOTICE THAT** on September 17, 2015 the Court entered the *Order Approving Debtors' Motion for Entry of an Order (I) Scheduling Combined Hearing on Approval of a Revised Disclosure Statement and Confirmation of a Revised Plan, (II) Approving the Form and Manner of Notice of the Combined Hearing, (III) Shortening the Notice of the Combined Hearing and the Deadline for Filing Objection; (IV) Maintaining the Voting Record Date; (V) Approving the Submission of Votes to Accept or Reject the Plan Through an "E-Ballot" Platform; (VI) Establishing the Voting Deadline; (VII) Establishing the Deadline; and (VIII) Granting Related Relief* [Docket No. 1320] (the "Order").

**PLEASE TAKE FURTHER NOTICE THAT** the Order authorized the Debtors' to file and seek approval of a further amended Disclosure Statement.

**PLEASE TAKE FURTHER NOTICE THAT** attached hereto as **Exhibit A** is a copy of the Debtors' *Fourth Amended Disclosure Statement for Debtors' Fourth Amended Joint Plan*

*of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (the “Fourth Disclosure Statement”) which is being filed pursuant to the terms of the Order.

**PLEASE TAKE FURTHER NOTICE THAT** a redline of the Fourth Disclosure Statement, reflecting the variations as against the Third Disclosure Statement filed in connection with the Solicitation Notice, is attached hereto at **Exhibit B**.

**PLEASE TAKE FURTHER NOTICE THAT** the Debtors reserve all rights and remedies with respect to the Fourth Disclosure Statement including, but not limited to, the right to further amend, modify and/or supplement the Fourth Disclosure Statement.

Dated: September 18, 2015  
Richmond, Virginia

Respectfully submitted,

/s/ Michael A. Condyles

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**Exhibit A**

Fourth Amended Disclosure Statement

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

In re:	)	)	Chapter 11
	)	)	
PATRIOT COAL CORPORATION, <i>et al.</i> ,	)	)	Case No. 15-32450 (KLP)
	)	)	
Debtors. <sup>1</sup>	)	)	(Jointly Administered)

**FOURTH AMENDED DISCLOSURE STATEMENT FOR DEBTORS' FOURTH AMENDED  
JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

**THIS IS A SOLICITATION OF VOTES TO ACCEPT OR REJECT THE DEBTORS' FOURTH AMENDED JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE (AS MAY LATER BE AMENDED, SUPPLEMENTED, OR MODIFIED). ANY VOTES CAST TO ACCEPT OR REJECT THE INITIAL PLAN OF REORGANIZATION IN CONNECTION WITH THE PREVIOUS SOLICITATION RELATED THERETO SHALL BE DEEMED VOID AND WITHOUT EFFECT. THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED BY THE BANKRUPTCY COURT. THE BANKRUPTCY WILL CONSIDER APPROVAL OF THIS DISCLOSURE STATEMENT FOLLOWING SOLICITATION AND IN CONJUNCTION WITH THE PLAN CONFIRMATION HEARING.**

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*Counsel for the Debtors and Debtors in Possession*

Dated: September 18, 2015

<sup>1</sup> A schedule of all Debtor entities is attached as **Schedule 1** to this Disclosure Statement.

THE DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT TO HOLDERS OF CLAIMS AND INTERESTS FOR PURPOSES OF SOLICITING VOTES TO ACCEPT OR REJECT THE DEBTORS' JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE. BEFORE DECIDING WHETHER TO VOTE FOR OR AGAINST THE PLAN, EACH HOLDER ENTITLED TO VOTE SHOULD CAREFULLY CONSIDER ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN Article X.

THE DEBTORS URGE EACH HOLDER OF A CLAIM OR INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX, OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN, AND EACH PROPOSED TRANSACTION CONTEMPLATED BY THE PLAN.

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, CERTAIN EVENTS IN THE DEBTORS' CHAPTER 11 CASES, AND CERTAIN DOCUMENTS RELATED TO THE PLAN, ATTACHED HERETO OR INCORPORATED BY REFERENCE HEREIN. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THEY ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN FOR ALL PURPOSES. FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS' MANAGEMENT EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN, ATTACHED HERETO, OR INCORPORATED HEREIN BY REFERENCE IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

THE DEBTORS HAVE PREPARED THIS DISCLOSURE STATEMENT IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 3016(B), AND LOCAL BANKRUPTCY RULE 3016-1 AND HAVE NOT NECESSARILY PREPARED IT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS.

IN PREPARING THIS DISCLOSURE STATEMENT, THE DEBTORS RELIED ON FINANCIAL DATA DERIVED FROM THE DEBTORS' BOOKS AND RECORDS AND ON VARIOUS ASSUMPTIONS REGARDING THE DEBTORS' BUSINESS. ALTHOUGH THE DEBTORS BELIEVE THAT SUCH FINANCIAL INFORMATION FAIRLY REFLECTS THE FINANCIAL CONDITION OF THE DEBTORS AS OF THE DATE HEREOF AND THAT THE ASSUMPTIONS REGARDING FUTURE EVENTS REFLECT REASONABLE BUSINESS JUDGMENTS, THE DEBTORS MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OF THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT OR ASSUMPTIONS REGARDING THE DEBTORS' BUSINESSES AND THEIR FUTURE RESULTS AND OPERATIONS. THE DEBTORS EXPRESSLY CAUTION READERS NOT TO PLACE UNDUE RELIANCE ON ANY FORWARD-LOOKING STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT.

THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND SHOULD NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION, OR WAIVER. THE DEBTORS MAY SEEK TO INVESTIGATE, FILE, AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THIS DISCLOSURE STATEMENT IDENTIFIES SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

THE DEBTORS ARE MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE

INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO AND EXPRESSLY DISCLAIM ANY DUTY TO PUBLICLY UPDATE ANY FORWARD-LOOKING STATEMENTS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE. HOLDERS OF CLAIMS AND INTERESTS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THIS DISCLOSURE STATEMENT WAS FILED. INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS SUBJECT TO COMPLETION, MODIFICATION, OR AMENDMENT. THE DEBTORS RESERVE THE RIGHT TO FILE AN AMENDED OR MODIFIED PLAN AND RELATED DISCLOSURE STATEMENT FROM TIME TO TIME, SUBJECT TO THE TERMS OF THE PLAN.

THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

IF THE BANKRUPTCY COURT CONFIRMS THE PLAN AND THE EFFECTIVE DATE OCCURS, THE TERMS OF THE PLAN AND THE TRANSACTIONS CONTEMPLATED BY THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AND INTERESTS (INCLUDING THOSE HOLDERS OF CLAIMS AND INTERESTS THAT DO NOT SUBMIT BALLOTS TO ACCEPT OR REJECT THE PLAN OR THAT ARE NOT ENTITLED TO VOTE ON THE PLAN).



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**SCHEDULES**

SCHEDULE 1 Debtor Entities

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**ARTICLE I.  
EXECUTIVE SUMMARY**

Patriot Coal Corporation ("Patriot"), a Delaware corporation, and certain of its affiliates, as debtors and debtors in possession (collectively, the "Debtors") each filed with the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court") a voluntary petition for relief under chapter 11 of the Bankruptcy Code (collectively, the "Chapter 11 Cases") on May 12, 2015 (the "Petition Date"). The Chapter 11 Cases are jointly administered for procedural purposes only under lead case number 15-32450 (KLP).

The Debtors submit this disclosure statement (this "Disclosure Statement") in accordance with section 1125 of the Bankruptcy Code to provide information regarding the *Debtors' Fourth Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (as amended, supplemented, or modified from time to time, the "Plan"), dated September 18, 2015. A copy of the Plan is attached to this Disclosure Statement as **Exhibit A** and incorporated herein by reference. All capitalized terms used but not otherwise defined in this Disclosure Statement have the meanings given to them in the Plan. The rules of interpretation set forth in Article I.B of the Plan govern the interpretation of this Disclosure Statement.

On September 16, 2015, the Bankruptcy Court approved, contingent on the Debtors filing the Plan and this Disclosure Statement by September 18, 2015, (a) the scheduling of a combined hearing to consider confirmation of the Plan and approval of this Disclosure Statement (the "Combined Hearing") to be held before the Honorable Keith L. Phillips at 10:00 a.m., prevailing Eastern Time, on October 5, 2015 in Courtroom 5100 at 701 East Broad Street, Richmond, Virginia 23219, (b) the Debtors' proposed procedures, dates, and forms applicable to the process of re-soliciting votes on the Plan, and (c) the Debtors' proposed deadline for filing objections to the Plan. *See* [Docket No. 1309]. Additional information with respect to Confirmation is provided in Article VII of this Disclosure Statement.

After approval of the Debtors' initial disclosure statement (the "Initial Disclosure Statement"), and the filing of the *Debtors' Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (the "Initial Plan"), the Debtors negotiated an agreement with certain of their DIP Lenders to obtain the additional financing (subject to the closing of the Blackhawk Transaction) needed to fund the Debtors' emergence and to facilitate consummation of the transactions contemplated by the Plan. Because this funding commitment required material changes to the Initial Plan, including adverse treatment to certain holders of Claims, the Debtors are re-soliciting votes from their creditors entitled to vote on the Plan. To that end, the Debtors have filed this Disclosure Statement and the Plan. A blackline comparing the Initial Plan to the Plan is attached to this Disclosure Statement as **Exhibit B**. Additionally, due to the further deterioration of the coal markets served by Blackhawk and the Debtors and in order to more accurately reflect the current market environment, certain changes were made to the financial projections of the Combined Company, including the downward adjustment of projected sales volumes and realized prices. These updated Combined Company projections are attached hereto as **Exhibit E**.

This Disclosure Statement contains, among other things, descriptions and summaries of certain provisions of, and financial transactions contemplated by, the Plan. Certain provisions of the Plan (and the descriptions and summaries contained herein) remain the subject of continuing negotiations among the Debtors and various parties, have not been finally agreed upon, and may be modified.

The Debtors believe that the compromises and transactions contemplated by the Plan are fair and equitable, maximize the value of the Debtors' chapter 11 estates (collectively, the "Estates"), and provide the best recovery to claimholders. Accordingly, the Debtors are seeking the Bankruptcy Court's approval of the Plan. Section 1125 of the Bankruptcy Code requires a debtor to prepare a disclosure statement containing information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of that chapter 11 plan. The Debtors submit this Disclosure Statement in accordance with such requirements. This Disclosure Statement includes information about:

- the Debtors' corporate history and corporate structure, business operations, and prepetition capital structure and indebtedness (Article II hereof);

- events leading to the Chapter 11 Cases, including the Debtors' restructuring initiatives and negotiations (Article III hereof);
- material events in the Chapter 11 Cases (Article IV.B hereof), including the changes to the Plan from the Initial Plan and the rationale for such changes (Article IV.B.13 hereof);
- the classification and treatment of Claims and Interests under the Plan, including who is entitled to vote and how to vote on the Plan (Article V hereof);
- releases contemplated by the Plan that are integral to the overall settlement of Claims and Interests pursuant to the Plan (Article V hereof);
- to the extent the VCLF Transaction or a higher or better transaction cannot be consummated, the implementation of the Liquidating Trust, which will undertake the liquidation of the Debtors' estates and administer the distribution of the Debtors' remaining assets and sale proceeds (Article VI hereof);
- the statutory requirements for confirming the Plan (Article VII hereof);
- the rights offering open to eligible holders of Allowed Prepetition LC Facility Claims and, if applicable, Allowed Prepetition Term Loan Facility Claims (Article IX hereof);
- certain risk factors holders of Claims and Interests should consider before voting to accept or reject the Plan (Article X hereof);
- certain United States federal income tax consequences of the Plan (Article XII hereof); and
- amended financial projections of the Combined Company, updated since the filing of the Initial Plan (Exhibit E attached hereto).

In light of the foregoing, the Debtors believe this Disclosure Statement contains "adequate information" to enable a hypothetical reasonable investor to make an informed judgment about the Plan and complies with all aspects of section 1125 of the Bankruptcy Code. The Debtors further believe that the Plan is in the best interest of the Estates and, accordingly, recommend that you vote to accept the Plan.

**THIS EXECUTIVE SUMMARY ONLY PROVIDES A GENERAL OVERVIEW OF THIS DISCLOSURE STATEMENT AND THE MATERIAL TERMS OF, AND TRANSACTIONS PROPOSED BY, THE PLAN. THE EXECUTIVE SUMMARY IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE MORE DETAILED DISCUSSIONS APPEARING ELSEWHERE IN THIS DISCLOSURE STATEMENT AND THE EXHIBITS ATTACHED TO THIS DISCLOSURE STATEMENT, INCLUDING THE PLAN. THE DEBTORS STRONGLY RECOMMEND READING THE EXECUTIVE SUMMARY IN CONJUNCTION WITH THE ENTIRE DISCLOSURE STATEMENT AND THE PLAN.**

**A. Purpose and Effect of the Plan**

The Plan is predicated on, among other things, the proposed sale of a substantial majority of the Debtors' assets.

The Debtors are seeking to implement the Plan under chapter 11 of the Bankruptcy Code, which is the principal business reorganization chapter of the Bankruptcy Code. Under chapter 11 of the Bankruptcy Code, a debtor may reorganize its business for the benefit of its stakeholders. In addition to permitting the rehabilitation of a debtor, another goal of chapter 11 is to promote equality of treatment for similarly situated creditors and similarly situated equity interest holders with respect to the distribution of a debtor's assets.

The commencement of a chapter 11 case creates an estate comprising all legal and equitable interests of the debtors as of the commencement date. The Bankruptcy Code provides that a debtor may continue to operate its business and remain in possession of its property as a “debtor in possession.”

The consummation of a plan is the principal objective of a chapter 11 case. A chapter 11 plan sets forth how a debtor will treat claims and equity interests, and a bankruptcy court’s confirmation of a chapter 11 plan binds the debtor, any entity or person acquiring property under the plan, any creditor or equity security holder in a debtor, and any other entities and persons to the extent ordered by the bankruptcy court pursuant to the terms of the confirmed plan, whether or not such entity or person is impaired pursuant to the plan, has voted to accept the plan, or receives or retains any property under the plan. A chapter 11 plan divides claims and equity interests into “classes” according to their relative priority and other criteria.

#### **B. The Blackhawk Transaction, the VCLF Transaction, and the Overbid Process**

While the Debtors believe the transactions embodied in the Plan, including the Blackhawk Transaction, will ensure maximum recoveries for their stakeholders, the Debtors received Court approval of bidding procedures whereby a marketing process gave potential purchasers an opportunity to “top” the stalking horse proposal embodied in the Plan (collectively, the “Bidding Procedures”). The Bidding Procedures allowed any interested bidder to submit a proposal for some or all of the Debtors’ assets on higher and better terms than those reflected in that certain Asset Purchase Agreement, dated June 22, 2015, by and among Blackhawk Mining LLC (“Blackhawk”) and the Debtors (as amended, supplemented, or modified from time to time, the “Blackhawk APA” and the transaction contemplated by the Blackhawk APA, the “Blackhawk Transaction”).

The Debtors’ marketing efforts under the Bidding Procedures proved to be fruitful, resulting in an agreement for a third-party transaction in which the Virginia Conservation Legacy Fund and certain of its affiliates (collectively, “VCLF”) would acquire the assets (excluding the Debtors’ receivables) not proposed to be acquired in the Blackhawk Transaction and agree to assume certain liabilities excluded from the Blackhawk Transaction (as amended, supplemented, or modified from time to time, the “VCLF Transaction”). As of the date hereof, the Debtors believe consummating the VCLF Transaction (subject to higher or better bids pursuant to the Bidding Procedures) is in the best interests of the estates and, together with the Blackhawk Transaction, facilitates the optimal available exit from the chapter 11 cases. To the extent the VCLF Transaction or a similar sale transaction cannot be consummated, however, the assets not acquired and the liabilities not assumed by Blackhawk in connection with the Blackhawk Transaction will vest in a Liquidating Trust, which, subject to the Claims compromised by the Plan, will assume all of the Debtors’ liabilities and obligations excluded from the Blackhawk Transaction, continue to hold all permits not assigned to Blackhawk in connection with the Blackhawk Transaction for active and inactive mining operations that require reclamation activities, and manage all future reclamation activities.

The market testing of the Plan, the Blackhawk Transaction, and the VCLF Transaction was designed to ensure maximum recoveries for the Debtors’ stakeholders. For more information on the Bidding Procedures and the Debtors’ overbid process, please see Article IV.B.6 of this Disclosure Statement, entitled “Bidding Procedures and Overbid Process.”

The Bid Procedures provided September 9, 2015, as the date of the Auctions (as defined below) if such Auctions were necessary, or such later date as determined by the Debtors upon notice to parties in interest. The Debtors have engaged in discussions with potential purchasers and, in order to facilitate these negotiations, filed the *Notice of Adjournment of Auction* [Docket No. 1243] (the “Auction Scheduling Notice”), extending (a) the time and date of the Auctions to September 21, 2015, at 10:00 a.m. (prevailing Eastern Time) and (b) the deadline for the Debtors to notify each bidder whether its bid is a “Qualified Bid” (the “Qualified Bid Deadline”) to September 18, 2015, at 5:00 p.m. (prevailing Eastern Time).

As of the date of filing this Disclosure Statement, the Debtors are actively negotiating with a third party regarding its bid for the Blackhawk Purchased Assets. The potential purchase price is currently contemplated to be paid 100 percent with cash. In accordance with the Bid Procedures Order, the Debtors have notified the Consultation Parties (as defined in the Bid Procedures Order) regarding the bid. If the Debtors choose this bid as the

winning bid, the Debtors may implement the consummation of the Plan pursuant to the Payout Event as set forth therein.

**C. Treatment of Claims and Interests under the Plan**

The Plan organizes the Debtors’ creditor and equity constituencies into groups called “Classes.” For each Class, the Plan describes (a) the underlying “Claim” or “Equity Interest,” (b) the recovery available to the holders of Claims or Equity Interests (collectively, “ Holders ”) in that Class under the Plan, (c) whether the Class is “Impaired” under the Plan, meaning that each Holder will receive less than full value on account of its Claim or Equity Interest or that the rights of Holders under law will be altered in some way (e.g., receiving equity interests instead of holding a Claim), and (d) the form of consideration (e.g., cash, equity interests, new debt, or a combination thereof), if any, that such Holders will receive on account of their respective Claims or Equity Interests.

The table below provides a summary of the classification, treatment, and estimated recoveries of Claims and Equity Interests under the Plan. The table provides this information for illustrative purposes only, is subject to material change based on contingencies related to the claims-reconciliation process, and is qualified in its entirety by reference to the provisions of the Plan. For a more detailed description of the treatment of Claims and Equity Interests under the Plan, see Article V of this Disclosure Statement, entitled “Summary of the Plan of Reorganization.”

**THE ESTIMATED PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND THEREFORE SUBJECT TO CHANGE. THE DEBTORS MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE ACCURACY OF THESE ESTIMATES.**

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**SUMMARY OF TREATMENT OF CLAIMS AND EQUITY INTERESTS AND ESTIMATED RECOVERIES**

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Class		Treatment of Claims and Interests	Estimated Aggregate Claims	Estimated Recovery
1	<b>Other Priority Claims</b>	(i) Payment in full in Cash on the effective date of the Plan (the “ <u> Effective Date </u> ”) or (ii) other treatment rendering the Claim Unimpaired.	\$1,182,002 – \$5,060,000	100%
2	<b>Secured Tax Claims</b>	(i) Payment in full in Cash on the Effective Date, (ii) commencing on the Effective Date and continuing over a period not exceeding five years from the Petition Date, equal semi-annual Cash payments in an aggregate amount equal to such Allowed Secured Tax Claim, together with interest at the applicable non-default contract rate under non-bankruptcy law, subject to prepayment during such time period, or (iii) regular Cash payments in a manner not less favorable than the most favored nonpriority unsecured Claim provided for by the Plan.	TBD <sup>2</sup>	100%

<sup>2</sup> The Governmental Bar Date is November 9, 2015. As of the date hereof, no Secured Tax Claims have been filed against or asserted against the Debtors.

**SUMMARY OF TREATMENT OF CLAIMS AND EQUITY INTERESTS AND ESTIMATED RECOVERIES**

Class		Treatment of Claims and Interests	Estimated Aggregate Claims	Estimated Recovery
3	<b>Other Secured Claims</b>	(i) Payment in full in Cash on the Effective Date, (ii) collateral securing any such Allowed Other Secured Claim and payment of any interest required under section 506(b) of the Bankruptcy Code, or (iii) other treatment rendering the Claim Unimpaired.	\$4,759,814 – \$132,460,954 <sup>3</sup>	100%
4	<b>Prepetition ABL Facility Claims</b>	(i) If the Payout Event <sup>4</sup> occurs, a Pro Rata share of the pool of Cash resulting from the Payout Event after the funding of the Disputed Claims Reserve and payment of all Allowed (A) DIP Claims, (B) Administrative Claims, (C) Priority Tax Claims, and (D) Other Priority Claims (the “ <u>Payout Event Cash Pool</u> ”), up to the total face amount of Allowed Class 4 Claims  or  (ii) if the Payout Event does not occur, (A) for each Claim related to the Prepetition ABL Drawn LCs or any other unpaid Prepetition ABL Obligation: (I) repayment in Cash or (II) to the extent not repaid, conversion into loans drawn under the Combined Company New ABL on a dollar-for-dollar basis and (B) for each Claim related to the Prepetition ABL Undrawn LC: (I) replacement with letter(s) of credit issued under the Combined Company New ABL; and/or (II) such Prepetition ABL Undrawn LC will be deemed a letter of credit issued under the Combined Company New ABL in	\$43,601,555 <sup>5</sup>	100%

<sup>3</sup> The upper range of this estimate reflects potential Claims of lessors under applicable state law to levy against the personal property situated on the land owned by such lessors.

<sup>4</sup> “Payout Event” means the implementation of a Winning Bid by a Winning Bidder in accordance with the Bidding Procedures (each as defined in the Bidding Procedures Order) in which the Winning Bidder has provided the Debtors with sufficient consideration (Cash or committed financing) to (a) indefeasibly satisfy the DIP Claims in full in Cash and (b) treat all other Claim Holders no less favorably than as otherwise provided by the Plan. For purposes of this summary table, the Estimated Recoveries assume that that Payout Event will not occur.

<sup>5</sup> Net of \$662,400 in letters of credit that the Debtors anticipate will be returned prior to a transaction.



**SUMMARY OF TREATMENT OF CLAIMS AND EQUITY INTERESTS AND ESTIMATED RECOVERIES**

Class		Treatment of Claims and Interests	Estimated Aggregate Claims	Estimated Recovery
		an equal stated face amount; and/or (III) credit support on terms and in amount reasonably acceptable to Blackhawk, the issuer of such Prepetition ABL Undrawn LC, and the Prepetition ABL Agent.		
5	<b>Prepetition LC Facility Claims</b>	(i) If the Payout Event occurs, a Pro Rata share of the Payout Event Cash Pool after distribution to holders of Allowed Class 4 Claims, up to the total face amount of Allowed Class 5 Claims or (ii) if the Payout Event does not occur, (A) a Pro Rata share of \$155 million of the Combined Company Second Lien Term Loan and (B) rights to participate in the Rights Offering.	\$198,420,869.55 <sup>6</sup>	80% <sup>7</sup> plus rights to participate in the Rights Offering
6	<b>Prepetition Term Loan Facility Claims</b>	(i) If the Payout Event occurs, a Pro Rata share of the Payout Event Cash Pool after distribution to holders of Allowed Claims in Classes 4 and 5, up to the total face amount of Allowed Class 6 Claims or (ii) if the Payout Event does not occur, (A) a Pro Rata share of the GUC Distribution Pool (as defined below) and (B) rights to participate in the Rights Offering.	\$246,875,000 <sup>8</sup>	Greater than 0% plus rights to participate in the Rights Offering

<sup>6</sup> This amount does not include any accrued but unpaid interest and other unpaid fees, charges, costs, and expenses. The Debtors anticipate a \$6,182,494 reduction of a letter of credit under the Prepetition LC Facility. The amount reflected in this chart does not reflect such anticipated reduction.

<sup>7</sup> Based on face value recovery, *i.e.*, the Class receiving \$155 million in face value of the Combined Company Second Lien Term Loan, relative to the estimated aggregate amount in Allowed Claims held by the Class, after taking into account the \$6,182,494 anticipated reduction under the Prepetition LC Facility described in Footnote 7 herein.

<sup>8</sup> This amount does not include accrued and unpaid interest and fees.

**SUMMARY OF TREATMENT OF CLAIMS AND EQUITY INTERESTS AND ESTIMATED RECOVERIES**

Class		Treatment of Claims and Interests	Estimated Aggregate Claims	Estimated Recovery
7	<b>Prepetition Notes Claims</b>	(i) If the Payout Event occurs, a Pro Rata share of the Payout Event Cash Pool after distribution to holders of Allowed Claims in Classes 4, 5, and 6, up to the total face amount of Allowed Class 7 Claims  or  (ii) if the Payout Event does not occur, a Pro Rata share of the GUC Distribution Pool.	\$305,504,339	Greater than 0%
8	<b>General Unsecured Claims</b>	(i) If the Payout Event occurs, a Pro Rata share of the Payout Event Cash Pool after distribution to holders of Allowed Claims in Classes 4, 5, 6, and 7  or  (ii) if the Payout Event does not occur, a Pro Rata share of the “ <u>GUC Distribution Pool</u> ,” i.e., (A) if the VCLF Transaction is consummated, the VCLF Equity Grant in accordance with the terms set forth in Section 7.12 the VCLF APA; or (B) if the VCLF Transaction is not consummated, the Liquidating Trust Units, subject to the Liquidating Trust Funding Mechanism.	\$83,194,599,296 <sup>9</sup>	Greater than 0%
9	<b>Intercompany Claims</b>	No distribution.	\$6,445,910,343	0%
10	<b>Intercompany Interests</b>	No distribution.	N/A	0%
11	<b>Equity Interests</b>	No distribution.	N/A	0%

**D. Recovery Analysis**

In developing the Plan, the Debtors gave due consideration to various restructuring alternatives.

With the assistance of their professional advisors, the Debtors conducted careful reviews of their current operations, prospects as an ongoing business, financial projections, the Blackhawk Transaction, the VCLF

<sup>9</sup> Such amounts reflect Filed General Unsecured Claims as of the Claims Bar Date as of the date hereof, net of adjustments for Claims objections, filed on August 17, 2015.

Transaction, and estimated recoveries in a chapter 7 liquidation scenario. The Debtors believe that any alternative to Confirmation, such as a chapter 7 liquidation, could result in significant delays, litigation, and additional costs and could negatively affect value by causing unnecessary uncertainty with the Debtors' key customers, potentially reducing the recoveries for all holders of Claims.

## **E. Voting on the Plan**

### **1. Holders of Claims Entitled to Vote on the Plan**

This Disclosure Statement is being transmitted to certain Holders for the purpose of soliciting votes on the Plan and to others for informational purposes. The purpose of this Disclosure Statement is to provide adequate information to enable holders of Claims that are entitled to vote on the Plan to make a reasonably informed decision with respect to the Plan prior to exercising their right to vote to accept or reject the Plan.

All holders of Claims are encouraged to read this Disclosure Statement, its exhibits, and the Plan Supplement carefully and in their entirety before, if applicable, deciding to vote either to accept or to reject the Plan. This Disclosure Statement contains important information about the Plan, considerations pertinent to acceptance or rejection of the Plan and developments concerning the Chapter 11 Cases. The documents comprising the original Plan Supplement were filed on or about September 1, 2015 [Docket No. 1047], and included the Blackhawk LLC Agreement, the Amended Combined Company New ABL Term Sheet, the Combined Company First Lien L/C Facility Term Sheet, the Combined Company Second Lien PIK Loan Term Sheet, the Combined Company Third Lien PIK Loan Term Sheet, the VCLF Financial Projections, the VCLF List of Officers and Directors, VCLF Operating Agreement (together with the VCLF Financial Projections, the VCLF List of Officer and Directors, the VCLF APA, and all other documents necessary to consummation of the VCLF Transaction, each as amended or modified, collectively, the "VCLF Transaction Documents"). Additional VCLF Transaction Documents, consistent with Exhibit K-1 attached hereto, will be filed prior to the Confirmation Hearing. The Amended Combined Company New ABL Term Sheet, the Combined Company First Lien L/C Facility Term Sheet, the Combined Company Second Lien PIK Loan Term Sheet, and the Combined Company Third Lien PIK Loan Term Sheet, as included as exhibits to the original Plan Supplement, are no longer relevant for informing creditors of their recoveries under the Plan. Rather, to the extent applicable, creditors should review the Transaction Term Sheet [Docket No. 1283] (the "Transaction Term Sheet"), filed by the Debtors on September 15, 2015, comprising term sheets for, respectively, (a) the Combined Company First Lien Term Loan and the Combined Company 1.5 Lien Term Loan, (b) the Combined Company Second Lien Term Loan, and (c) the Rights Offering. The Debtors anticipate further supplementing the Plan Supplement in advance of the Confirmation Hearing and reserve the right to amend, supplement, and modify all documents included or to be included in the Plan Supplement.

Certain of the information contained in this Disclosure Statement is by its nature forward-looking and contains estimates, assumptions, and projections that may be materially different from actual and future results. This Disclosure Statement contains projections of future performance of the Combined Company and, if the VCLF Transaction cannot be consummated, projections of the future performance of the Liquidating Trust, as set forth in Exhibit E attached hereto. A form of VCLF'S financial projections is attached to the Plan Supplement as Exhibit K [Docket No. 1047, Ex. F], with the Debtors reserving the right to file or submit revised financial projections prior to the Confirmation Hearing. Due to the further deterioration of the coal markets and in order to more accurately reflect the current market environment, certain changes may be made to such financial projections, including the downward adjustment of projected sales volumes and realized prices. Other events may occur subsequent to the date hereof that may have a material impact on the information contained in this Disclosure Statement. Except as expressly stated, the Debtors do not intend to update the Disclosure Statement, including, without limitation, the Financial Projections (as defined below). Thus, neither the Disclosure Statement nor the Financial Projections will reflect the impact of any subsequent events, including any not already accounted for in the assumptions underlying the Financial Projections. Further, the Debtors do not anticipate that any updates, amendments, or supplements to this Disclosure Statement will be distributed to reflect such occurrences. Accordingly, the delivery of this Disclosure Statement does not imply that the information herein is correct or complete as of any time subsequent to the date hereof.

EXCEPT WHERE SPECIFICALLY NOTED, THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS NOT BEEN AUDITED BY A CERTIFIED PUBLIC ACCOUNTANT AND HAS NOT BEEN PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES.

In general, a holder of a claim or equity interest may vote to accept or reject a chapter 11 plan if (i) no party in interest has objected to such claim or interest (or the claim or interest has been allowed subsequent to any objection or estimated for voting purposes), (ii) the claim or interest is impaired by the plan and (iii) the holder of such claim or interest will receive or retain property under the plan on account of such claim or interest. The holders of Claims in the following Classes are entitled to vote on the Plan:

- Class 4 (Prepetition ABL Facility Claims)
- Class 5 (Prepetition LC Facility Claims)
- Class 6 (Prepetition Term Loan Facility Claims)
- Class 7 (Prepetition Notes Claims)
- Class 8 (General Unsecured Claims)

In general, if a claim is unimpaired under a chapter 11 plan, section 1126(f) of the Bankruptcy Code deems the holder of such claim to have accepted the plan and thus the holders of claims in such unimpaired classes are not entitled to vote on the plan. Because the following Classes are Unimpaired under the Plan, the holders of Claims in these Classes are not entitled to vote:

- Class 1 (Other Priority Claims)
- Class 2 (Secured Tax Claims)
- Class 3 (Other Secured Claims)

In general, if the holder of an impaired claim or impaired interest will not receive any distribution or retain any property under a chapter 11 plan in respect of such claim or interest, section 1126(g) of the Bankruptcy Code deems the holder of such claim or interest to have rejected the plan, and thus the holders of claims and interests in such classes are not entitled to vote on the plan. The holders of Claims and Interests in the following Impaired Classes are thus conclusively presumed to have rejected the Plan and are therefore not entitled to vote:

- Class 9 (Intercompany Claims)
- Class 10 (Intercompany Interests)
- Class 11 (Equity Interests)

If you are entitled to vote, after carefully reviewing the Plan, this Disclosure Statement, and the detailed instructions accompanying your Ballot, please indicate your acceptance or rejection of the Plan by checking the appropriate box on the enclosed Ballot. Please complete and sign your original Ballot (copies with non-original signatures will not be accepted) and submit it pursuant to the instructions set forth on the Ballot. You must provide all of the information requested by the appropriate Ballot. Failure to do so may result in disqualification of your vote on such Ballot. Holders of Claims or Interests that fail to vote are not counted as either accepting or rejecting the Plan.

Each Ballot has been coded to reflect the Class of Claims that it represents. Accordingly, in voting to accept or reject the Plan, you must use only the coded Ballot sent to you with this Disclosure Statement.

The Debtors have retained Prime Clerk LLC (“Prime Clerk”) as their solicitation agent to assist with the voting process. If you have any questions concerning the procedure for voting your Claim or the packet of materials that you have received or the amount of your Claim or if you wish to obtain (at no charge) a printed copy of the Plan, this Disclosure Statement, or any appendices or exhibits to such documents, please contact Prime Clerk at (844) 864-0639 or, for international callers, (929) 342-0754. Such materials will also be available, free of charge, on the Debtors’ case-information website (located at <https://cases.primeclerk.com/PatriotCoal>).

IN THE CASE OF EACH VOTER OTHER THAN BENEFICIAL HOLDERS, IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST PROPERLY COMPLETE YOUR BALLOT AS SET FORTH ABOVE AND IN ACCORDANCE WITH THE VOTING INSTRUCTIONS ON THE BALLOT, AND PRIME CLERK MUST **ACTUALLY RECEIVE** THE BALLOT ON OR BEFORE OCTOBER 2, 2015, AT 4:00 P.M. (PREVAILING EASTERN TIME), (THE “VOTING DEADLINE”) VIA ELECTRONIC, ONLINE TRANSMISSION THROUGH THE CUSTOMIZED “E-BALLOT” SECTION ON THE DEBTORS’ CASE WEBSITE LOCATED AT <https://cases.primeclerk.com/PatriotCoal>.

**BALLOTS RECEIVED AFTER THE VOTING DEADLINE MAY NOT BE COUNTED. YOU SHOULD NOT DELIVER YOUR BALLOT DIRECTLY TO THE DEBTORS, THE BANKRUPTCY COURT, THE CREDITORS’ COMMITTEE, COUNSEL TO THE DEBTORS, OR ANYONE OTHER THAN PRIME CLERK.**

**IN THE CASE OF BENEFICIAL HOLDERS, IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE RETURN YOUR BENEFICIAL BALLOT TO YOUR NOMINEE SO THAT THE NOMINEE WILL RECEIVE SUCH BALLOT IN SUFFICIENT TIME TO ENABLE PROCESSING THE BENEFICIAL BALLOT, INCORPORATING THE RESULTS IN A MASTER BALLOT, AND RETURNING SUCH BALLOT TO PRIME CLERK BY THE VOTING DEADLINE VIA U.S. MAIL OR OTHER HAND-DELIVERY SYSTEM AT THE FOLLOWING ADDRESS:**

Patriot Coal Ballot Processing c/o Prime Clerk LLC 830 Third Avenue, 9th Floor New York, New York 10022
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**F. Combined Hearing and Re-Solicitation**

Section 1128 of the Bankruptcy Code requires a bankruptcy court to hold a hearing, after notice, on confirmation of a chapter 11 plan. On August 21, 2015, the Bankruptcy Court entered an order [Docket No. 916] that, among other things, (a) approved the Initial Disclosure Statement, (b) approved procedures for the solicitation of votes on the Initial Plan, which solicitation process was accordingly conducted by the Debtors, and (c) scheduled a hearing on confirmation of the Initial Plan. As disclosed in Article X.B.5 of the Initial Disclosure Statement, at the time of filing the Initial Disclosure Statement, the Debtors were in preliminary discussions with the DIP Lenders and Blackhawk regarding an increase in size of the DIP Facility by up to approximately \$30 million to enable the Debtors to fund all emergence costs, including payment of all Cure Costs, Administrative Claims, and Priority Claims. These negotiations resulted in an agreement that provided for such financing commitments (subject to the Blackhawk Transaction closing) that required material changes to the Initial Plan, requiring the Debtors to re-solicit votes on the Plan.

Pursuant to section 105(d)(2)(B)(vi) of the Bankruptcy Code, the hearing to consider confirmation of a plan may be combined with the hearing on approval of a disclosure statement under section 1125 of the Bankruptcy Code. On September 15, 2015, the Debtors filed a motion for entry of an order to, among other things, establish October 2, 2015, as the deadline for voting on a revised plan and schedule a combined hearing to consider the approval of a revised plan and disclosure statement [Docket No. 1275] (the “Scheduling Motion”). The Debtors sought Bankruptcy Court approval pursuant to the Scheduling Motion to hold a combined hearing to consider confirmation of the Plan and approval of the Disclosure Statement. On September 16, 2015, the Bankruptcy Court approved the following timeline, contingent on the Debtors filing the Plan and this Disclosure Statement by September 18, 2015. *See* [Docket No. 1309].

<b>Solicitation and Confirmation Timeline</b>	
August 18, 2015	Record date for voting on the Plan.
September 28, 2015	Deadline to object to the Plan and/or the Disclosure Statement.
October 2, 2015	Deadline to vote on the Plan.
October 5, 2015	Combined hearing on approval of the Disclosure Statement and confirmation of Plan.

**G. Confirmation Hearing and Deadline for Objections to Confirmation**

In accordance with sections 105(d)(2)(B)(vi) and 1128 of the Bankruptcy Code and Bankruptcy Rule 3017(c), the Bankruptcy Court has scheduled the Combined Hearing for October 5, 2015, at 10:00 a.m., prevailing Eastern Time, before the Honorable Keith L. Phillips, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Eastern District of Virginia, 701 East Broad Street, Courtroom 5100, Richmond, Virginia 23219. The Bankruptcy Court may adjourn the Confirmation Hearing from time to time (i) prior to the Confirmation Hearing by posting notice of the adjournment on the docket for the Chapter 11 Cases and (ii) at the Confirmation Hearing without further notice except for a notice filed on the Bankruptcy Court’s docket or an announcement of the adjournment date made at the Confirmation Hearing or at any subsequently adjourned Confirmation Hearing.

Pursuant to the Scheduling Motion, any objection to Confirmation must be filed with the Bankruptcy Court and served so as to be **actually received** on or before 4:00 p.m., prevailing Eastern Time, on September 28, 2015, by:

- (a) Office of the United States Trustee for the Eastern District of Virginia (the “U.S. Trustee”), 701 East Broad Street, Suite 4304, Richmond, Virginia 23219, Attn: Robert B. Van Arsdale;
- (b) Office of the United States Trustee, 1835 Assembly Street, Suite 953, Columbia, South Carolina 29201, Attn: Elisabetta G. Gasparini;
- (c) Patriot Coal Corporation, 63 Corporate Centre Drive, Scott Depot, West Virginia 25560 Attn: Joseph W. Bean;
- (d) co-counsel for the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Stephen E. Hessler and Patrick Evans; and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Ross M. Kwasteniet;
- (e) co-counsel for the Debtors, Kutak Rock LLP, 1111 East Main Street, Suite 800, Richmond, Virginia 23219, Attn: Michael A. Condyles, Peter J. Barrett, and Jeremy S. Williams;
- (f) proposed counsel for the Official Committee of Unsecured Creditors, Morrison & Foerster, LLP, 250 West 55th Street, New York, New York 10019, Attn: Lorenzo Marinuzzi, Jennifer L. Marines, Jordan Wishnew, and John T. Weber;
- (g) counsel for the lenders under the Debtors’ debtor-in-possession financing facility, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attn: Thomas M. Mayer and Gregory G. Plotko;
- (h) counsel for the agent for the Prepetition ABL credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017, Attn: Sandy Qusba;

- (i) counsel for the agent for the Prepetition LC Facility, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036-6522, Attn: Ken Ziman;
- (j) counsel for the agent to the Prepetition Term Loan Facility, Brown Rudnick LLP, One Financial Center, Boston, Massachusetts 02111, Attn: Jeffrey L. Jonas, Esq.;
- (k) counsel for the second-lien notes trustee, Dorsey & Whitney LLP, 51 West 52nd Street, New York, New York 10005, Attn: Eric Lopez Schnabel and Alessandra Glorioso; and Dorsey & Whitney LLP, 50 South Sixth Street, Suite 1500, Minneapolis, Minnesota 55402, Attn: Steven J. Heim and Darryn C. Beckstrom;
- (l) counsel for Blackhawk Mining LLC, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022, Attn: Mitchell A. Seider and David Hammerman; and
- (m) counsel for VCLF, Pillsbury Winthrop Shaw Pittman LLP, 1200 Seventeenth Street, NW Washington, DC 20036, Attn: Patrick Potter and Andrew Troop.

## ARTICLE II. DESCRIPTION AND HISTORY OF BUSINESS

### A. Patriot's History and Businesses

Patriot is a leading producer and marketer of coal in the United States, with operations and coal reserves in the Northern and Central Appalachia basin (in West Virginia and Ohio) and coal reserves in the Illinois basin. Patriot's principal business is the mining, preparation, and sale of metallurgical coal and thermal coal. Patriot supplies different qualities of coal to a diverse base of domestic and international customers. Patriot sells metallurgical coal products to steel mills and independent coke producers, where they are blended with other coals in a chemical process that produces coke for the manufacture of steel. Patriot sells various thermal coal products to electricity generators with the appropriate boiler, emission control, and transportation equipment to produce either electricity or steam, or both.

Prior to October 31, 2007, Patriot and a number of its subsidiaries were wholly owned subsidiaries of Peabody Energy Corporation ("Peabody"), which at the time was the world's largest privately owned coal company. On October 31, 2007, Patriot was spun off from Peabody through a dividend of all outstanding shares of Patriot, and Patriot became a separate, public company, listed on the New York Stock Exchange (although it is no longer a public company). On July 23, 2008, Patriot acquired Magnum Coal Company ("Magnum"). At the time of this acquisition, Magnum (which had on its balance sheet substantial assets and liabilities previously acquired from Arch Coal, Inc. ("Arch")) was one of the largest coal producers in Central Appalachia, controlling more than 600 million tons of proven and probable coal reserves.

#### 1. Operations Overview

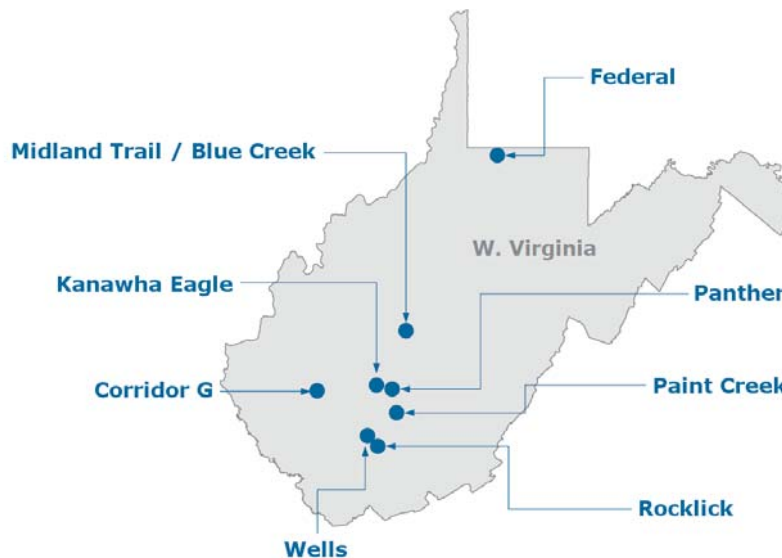
The Debtors have eight active mining complexes located in West Virginia, which include company-operated mines, a contractor-operated mine, and coal preparation and loading facilities. The Debtors are organized under the laws of the States of Virginia, Delaware, Kentucky, and West Virginia.

In 2014, the Debtors sold approximately 22.4 million tons of coal, of which approximately 68 percent was sold to domestic and global electricity generators and industrial customers and approximately 32 percent was sold to domestic and global steel and coke producers. Export sales were approximately 44 percent of the Debtors' total volume in 2014. The Debtors ship coal to electricity generators, industrial users, steel mills, and independent coke producers, as well as brokers that ultimately sell the coal to these same types of customers. The coal is shipped via various company-owned and third-party loading facilities, multiple rail and river transportation routes and ocean-going vessels. As of December 31, 2014, the Debtors had an estimated 1.4 billion tons of proven and probable coal reserves—including owned and leased assets in the Northern and Central Appalachia basin (in West Virginia and

Ohio) and Illinois basin (in Kentucky and Illinois)—approximately 36 percent of which the Debtors own and approximately 64 percent of which the Debtors control through leases.

The Debtors employ approximately 2,870 individuals on a full-time basis and approximately 6 individuals on a part-time basis (collectively, the “Employees”), of which approximately 900 are represented by the United Mine Workers of America (the “UMWA”) through collective bargaining agreements (collectively, the “UMWA Employees”). The Employees include miners, engineers, truck drivers, mechanics, electricians, administrative support staff, managers, directors, and executives. Approximately 58 percent of the Debtors’ non-union Employees are paid on an hourly basis (collectively, the “Hourly Employees”) and approximately 42 percent receive a salary (collectively, the “Salaried Employees,” and together with the Hourly Employees, the “Non-Union Employees”). The Debtors additionally supplement their Employees by hiring certain temporary mine workers, operational labor, mail clerks, receptionists, and accountants (collectively, the “Independent Contractors”).

The following map displays the location of the Debtors’ operating mining complexes.



## 2. Federal- and State-Level Government Regulations and Cost of Compliance

Federal and state regulatory authorities impose obligations on the coal mining industry in a wide array of areas, including, but not limited to, employee health and safety, permitting and licensing requirements, environmental protection, the reclamation and restoration of mining properties after mining has been completed, surface subsidence from underground mining, and the effect of mining on surface and ground water quality and availability. Over the past several years, the Debtors have incurred hundreds of millions of dollars of costs to comply with new regulations, new interpretations of existing laws and regulations, and court orders resulting from citizen lawsuits brought by nongovernmental organizations.

Regulatory agencies and nongovernmental organizations have been increasingly focused on the effects of surface mining on the environment, particularly as it relates to water quality, resulting in more rigorous and expensive permitting and compliance requirements and more stringent enforcement efforts. As further discussed in Article III.B.2 of this Disclosure Statement, the Debtors were ordered to install water treatment facilities at a number of their mining complexes to settle a lawsuit brought by nongovernmental organizations. Further, in July 2011, the United States Environmental Protection Agency (the “EPA”) issued guidance under the Clean Water Act (the “CWA”) with respect to “conductivity levels” (which reflect levels of salt, sulfides and other chemical constituents present in the water). Though the conductivity guidance was struck down by the United States District Court for the District of Columbia, nongovernmental organizations have filed suit against the Debtors for conductivity-related concerns at certain mines operated by the Debtors.



### 3. Collective Bargaining Agreements

As part of the 2012–13 Restructuring (as defined below), certain Debtors entered into new collective bargaining agreements with the UMWA (collectively, the “CBAs”), discussed in more detail in Article II.B.1 of this Disclosure Statement. The CBAs govern, among other things, wages, certain employee and retiree benefits, and working conditions with respect to the relevant Debtors.

Eight of the Debtors are signatories to master CBAs, consisting of identical terms, with the UMWA (the “Master CBAs”). The signatories to the Master CBAs include (a) Heritage Coal Company, LLC (“Heritage”), (b) Colony Bay Coal Company (“Colony”), (c) Eastern Associated Coal, LLC (“Eastern”), (d) Mountain View Coal Company, LLC (“Mountain View”), (e) Pine Ridge Coal Company, LLC (“Pine Ridge”), (f) Rivers Edge Mining, Inc. (“Rivers Edge”), (g) Apogee Coal Company, LLC (“Apogee”), and (h) Hobet Mining, LLC (“Hobet”). The Master CBAs cover approximately 725 Employees, including certain of those at the Rocklick - Black Oak mine, the Corridor G - Hobet/Job 21 mine, the Federal mining complex, and the Logan County mining complex. The Master CBAs for five of the eight Master CBAs cover operations that have no remaining employees and have been shut down (in some cases, for up to 20 years)—specifically, the Master CBAs with Heritage, Colony, Mountain View, Pine Ridge, and Rivers Edge.

Debtor Gateway Eagle Coal Company, LLC is a signatory to a separate CBA that covers approximately 166 Employees at four mines: Rocklick - Gateway Eagle; Rocklick - Farley Eagle (no longer operational); Wells - Campbells Creek No. 10; and Wells - Sugar Maple (no longer operational) (the “Gateway CBA”). Debtor Highland Mining Company is also a signatory to a separate CBA with the UMWA (the “Highland CBA”), however, the Debtors have entered into asset purchase agreements for the sale of permits and associated property rights for the Highland mining complex, as discussed in Article III.C of this Disclosure Statement, with the Highland mine ceasing all operations in the near term. The Debtors accordingly expect that no Employees will be covered under the Highland CBA.

As further described in Article IV.B.10.b below, on July 16, 2015, the Debtors filed a motion seeking to, among other things, authorize, but not direct, the Debtors to reject the CBAs [Docket No. 524] (the “1113/1114 Motion”). A hearing to consider the 1113/1114 Motion was scheduled for September 1, 2015, but the Bankruptcy Court delayed ruling in order for the parties to continue negotiations. This additional time proved critical, and the parties reached a settlement contemplating, among other things, Blackhawk’s and VCLF’s entry, respectively, into new collective bargaining agreements with the UMWA and an agreed order authorizing the Debtors to reject their existing CBAs.

### 4. Retiree Obligations and Other Labor-Related Liabilities

The Debtors provide all active Non-Union Employees with the ability to participate in a 401(k) program (the “401(k) Plan”), and certain of their non-union retirees participate in a voluntary employees’ beneficiary association (a “VEBA”) providing retiree healthcare benefits (the “Non-Union Retiree VEBA”). The Debtors additionally provide all active UMWA Employees with the ability to participate in a qualified retirement benefit plan designed to provide supplemental income to Employees after retirement (the “Union Savings Plan”). Additionally, nine of the Debtors have payment obligations to a defined benefit multiemployer pension plan (the “1974 Pension Plan,” and together with the Union Savings Plan, the “UMWA Retirement Plans”) in accordance with the Master CBAs and to a VEBA providing additional retiree healthcare benefits (the “UMWA VEBA”). Finally, the Debtors also make contributions and provide retiree healthcare benefits to certain former UMWA Employees pursuant to the Coal Act, as described more fully in Article III.B.3 hereof. The expense related to the 1974 Pension Plan was \$20.8 million in 2012, \$20.6 million in 2013, and \$16.8 million in 2014. In 2014, the Debtors also contributed approximately \$3.5 million on account of the Union Savings Plan, approximately \$8.2 million on account of the UMWA VEBA, approximately \$10.0 million on account of the 401(k) Plan, and approximately \$696,000 on account of the Non-Union Retiree VEBA.

The Debtors match each Employee’s 401(k) Plan contribution dollar-for-dollar in an amount up to 6 percent of such Employee’s semimonthly compensation. The Debtors also make defined contributions toward the Union Savings Plan in an amount equal to 3 or 6 percent of each UMWA Employee’s semimonthly compensation,

with such percentage depending on the hiring date of the Employee, and defined contributions to the UMWA 1974 Pension Plan, with such amounts depending, in part, on the total number of hours worked by such Employees.

As discussed further below, Peabody has provided credit support with respect to certain of these retirement obligations by applying for the issuance of supporting letters of credit. Like other coal companies, the Debtors also incur costs and make award payments in accordance with the Coal Industry Retiree Health Benefit Act of 1992, 26 U.S.C. §§ 9701–22 (the “Coal Act”), and the Federal Black Lung Benefit Act, 30 U.S.C. §§ 901–44 (the “Black Lung Act”).

Separately, the Debtors are subject to workers’ compensation laws in the states in which they operate or used to operate. A portion of their workers’ compensation program is self-insured, but the Debtors also maintain excess and large-deductible coverage through third-party insurance providers. The Debtors provide letters of credit as collateral to these insurance providers to secure their obligations under the policies. The Debtors have obtained authority to continue making all payments to their current employees and all payments with respect to the Coal Act, the Black Lung Act, and their workers’ compensation program, among others.

As further described in Article IV.B.10.b below, the Debtors’ 1113/1114 Motion sought to, among other things, reject the CBAs, modify the retiree benefits of the Debtors’ retired UMWA employees, and to implement the terms of the Debtors’ Proposal (as defined in the 1113/1114 Motion). As noted above, the Debtors, Blackhawk, VCLF, and the UMWA have reached a consensual agreement that includes, among other things, entry into new collective bargaining agreements and rejection of existing CBAs. Additionally, as further described in Article IV.B below, the Debtors are in discussions with the Retiree Committee regarding modifications to certain of the Debtors’ retiree benefit obligations.

## **B. The 2012–13 Restructuring**

On July 9, 2012, many of the predecessor companies to the Debtors (collectively, the “Initial 2012–13 Debtors”) filed voluntary chapter 11 petitions in the U.S. Bankruptcy Court for the Southern District of New York. Following a venue challenge by, among other parties, the UMWA, the cases were transferred on November 27, 2012, to the U.S. Bankruptcy Court for the Eastern District of Missouri (the “Missouri Bankruptcy Court”). On September 22, 2013, Brody Mining, LLC and Patriot Ventures LLC (together with the Initial 2012–13 Debtors, collectively, the “2012–13 Debtors”) commenced chapter 11 cases with the Missouri Bankruptcy Court, which were consolidated with the Initial 2012–13 Debtors’ chapter 11 cases for procedural purposes (such chapter 11 cases and related transactions, collectively, the “2012–13 Restructuring”). The 2012–13 Debtors commenced their chapter 11 cases for a number of reasons, including the decrease in demand for coal, increasing costs associated with burdensome government regulations, and increasing labor-related liabilities.

In 2012, Patriot and its subsidiaries employed more than 4,000 personnel, approximately 42 percent (or 1,680 employees) of which were represented by the UMWA under previous collective bargaining agreements. Patriot also provided health care and other benefits to 10,286 primary insureds and 12,145 beneficiaries. As a result of continuing downward pressure on coal prices and the substantial legacy liabilities that hampered Patriot’s financial condition, Patriot’s capital structure needed significant deleveraging.

### **1. Operational Reorganization**

In November 2012, Patriot began formal negotiations with the UMWA with the goal of securing consensual modifications to their existing collective bargaining agreements and their retiree health care obligations thereunder. Between November 2012 and March 2013, Patriot and the UMWA engaged in extensive negotiations, with Patriot delivering multiple labor proposals in an effort to reach a consensual resolution with the UMWA. By mid-March 2013, Patriot and the UMWA had not reached an agreement and the 2012–13 Debtors filed a motion for relief under sections 1113 and 1114 of the Bankruptcy Code. On May 29, 2013, the Missouri Bankruptcy Court issued a 102-page ruling granting the motion and authorizing, but not directing, the 2012–13 Debtors to implement their proposed changes to the existing collective bargaining agreements and to the retiree benefits.

Shortly afterwards, the UMWA filed a notice of appeal (the “1113/1114 Appeal”) and elected to have the 1113/1114 Appeal heard by the United States District Court for the Eastern District of Missouri, and the case was fully briefed by the UMWA and the 2012–13 Debtors.

The parties continued to negotiate during the 1113/1114 Appeal, and in August 2013, the parties agreed upon new collective bargaining agreements that included, among other things, the following key changes with regard to Patriot’s UMWA-represented employees:

- various adjustments were made to wages, including future changes;
- shift-payment differentials were eliminated, but UMWA-represented employees continued to receive 1.5 times their regular pay for any hours worked over 40 hours per week and holidays;
- paid time off was reduced and adjustments were made to work rules;
- UMWA-represented employees agreed to receive a healthcare plan more closely matching that of Patriot’s non-union employees, but with lower out-of-pocket maximums and without healthcare premiums;
- Patriot agreed to contribute 3 percent of UMWA-represented employees’ gross wages into a 401(k) or similar plan in lieu of the obligation to provide retiree healthcare in the future; and
- Patriot agreed that the entities participating in and contributing to the 1974 Pension Plan would continue to do so.

The consensual resolution with the UMWA additionally provided for, among other things, the transition of the provision and administration of the UMWA employees’ retiree benefits to the UMWA VEBA, to be funded by consideration that included:

- 35 percent of the common stock of the Debtors (to be held by the UMWA);
- the cash payment received by Patriot from Peabody in connection with their settlement relating to the Debtors’ spin-off from Peabody;
- \$10 million in cash on the effective date of the 2012–13 Debtors’ chapter 11 plan, *i.e.*, December 18, 2013 (the “2012–13 Effective Date”), \$15 million in cash, with such obligation accruing December 18, 2015, \$20 million in cash, with such obligation accruing December 18, 2016, and \$25 million in cash, with such obligation accruing December 18, 2017; *provided* that Patriot achieves certain EBITDA and liquidity numbers; and
- per-ton royalty payments of \$0.20 per ton on annual coal production up to a set amount, with such set amount increasing each year from 2014 to 2016, and \$1.00 per ton on production in excess of the set amount for that year.

The 2012–13 Debtors likewise implemented various reductions and modifications to their non-union benefit obligations and legacy liabilities, which have generally become the Debtors’ obligations and liabilities. Specifically, among other things, the 2012–13 Debtors:

- worked with the official committee of non-union retirees (the “2012–13 Non-Union Retiree Committee”) to reach a consensual agreement whereby (i) terminating life insurance benefits for non-union retirees<sup>10</sup> (ii) the Debtors would terminate substantially all retiree medical benefits for non-union

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<sup>10</sup> As discussed in Article III.B.3.a of this Disclosure Statement, the Debtors make funds otherwise directed toward life-insurance premiums available to the Non-Union Retiree VEBA.

retirees, and (iii) the 2012–13\_Non-Union Retiree Committee could establish the Non-Union Retiree VEBA, funded with an initial payment by the Debtors of \$250,000 as well as \$3.75 million in cash upon emergence from chapter 11;

- reduced the duration of long-term disability benefits for salaried employees from up to social-security normal retirement age to a maximum duration of 60 months;
- imposed a wage reduction for most hourly and salaried employees; and
- eliminated certain other non-union benefits, including various legacy retirement programs and legacy deferred vacation balances.

Further, as mentioned above, on October 31, 2007, Patriot was spun off from Peabody through a dividend of all outstanding shares of Patriot, and on July 23, 2008, Patriot acquired Magnum, which had on its balance sheet substantial assets and liabilities previously acquired from Arch. As part of the 2012–13 Restructuring, the Debtors entered into two settlements, addressing longstanding disputes between Patriot and Arch and among Patriot, Peabody, and the UMWA (the “Arch Settlement” and the “Peabody Settlement,” respectively).

- Under the Arch Settlement, among other things, Arch agreed to:
  - (a) provide \$5 million cash to Patriot;
  - (b) purchase one of Patriot’s reserves, referred to as South Guffey, for \$16 million; and
  - (c) relieve Patriot for a period of two years of the obligation to post \$16 million of letters of credit to collateralize certain obligations.
- Under the Peabody Settlement, among other things, Peabody agreed to:
  - (a) provide \$310 million in cash contributions ultimately to be funded to the UMWA VEBA and
  - (b) provide \$141 million in credit support for letters of credit and cash collateral previously posted by Patriot for UMWA retiree healthcare, obligations under the Black Lung Act and Coal Act, and other obligations.

## **2. Financial Reorganization**

The 2012–13 Debtors also implemented a number of transactions to deleverage their balance sheet—most significantly, two rights offerings providing \$250 million of capital through the issuance of the Prepetition Notes (as defined below) and 10 million warrants exercisable for new common stock in reorganized Patriot.

Equity interests in the 2012–13 Debtors were cancelled, and new common stock of the reorganized Debtors was distributed as follows: 60 percent to a voting trust administered by an independent trustee; 35 percent to the UMWA VEBA (to be held by the UMWA); and 5 percent to holders of general unsecured claims. Upon emergence from the 2012–13 Restructuring, Patriot ceased to be a publicly traded company.

## **C. The Debtors’ Corporate and Capital Structure**

### **1. Corporate Structure**

As set forth on the chart attached to this Disclosure Statement as Exhibit C, Patriot Coal Corporation is the direct or indirect parent of each of the Debtors. The Debtors are organized in the states of Virginia, Delaware, Kentucky, and West Virginia. The Debtors Kanawha Eagle Coal, LLC and Emerald Processing, LLC were formed under Chapter 12 of Title 13.1 of the Code of Virginia in 1999 and 1995, respectively. Patriot acquired a controlling interest in the entities in 2006, and became a 100 percent owner in 2007.

**2. Management**

The Debtors' current management team consists of highly capable professionals with substantial industry experience. Information regarding Patriot Coal's executive officers is as follows:

<b>Name</b>	<b>Biography</b>
Robert W. Bennett	Robert W. Bennett serves as President, Chief Executive Officer. He was appointed to this position effective April 3, 2015. He previously served as Patriot Coal's Chief Marketing Officer. Mr. Bennett has over 28 years of experience in the coal sales, marketing, and trading arena. From the time of the Magnum acquisition through March 2009, Mr. Bennett served as Patriot Coal's Senior Vice President of Sales and Trading and was responsible for Patriot Coal's thermal coal sales. Prior to the Magnum acquisition, Mr. Bennett served as Senior Vice President – Sales and Trading of Magnum and President of Magnum Coal Sales, LLC, positions he held from 2006 to 2008. During 2005 and 2006, Mr. Bennett served as Vice President – Appalachia Sales for Peabody's sales and marketing subsidiary, COALSALES, LLC. Mr. Bennett served as Vice President – Brokerage and Agency Sales for Peabody's coal trading subsidiary, COALTRADE, LLC from 1997 to 2005, where he was responsible for all coal brokerage and agency relationships in the eastern United States. Prior to 1997, Mr. Bennett held various leadership positions with AGIP Coal Sales and Neweagle Corporation. Mr. Bennett holds a Bachelor of Arts degree in Finance from Marshall University.
Michael D. Day	Michael D. Day serves as Executive Vice President and Chief Operating Officer. He was appointed to this position effective April 13, 2015. He previously served as Executive Vice President – Operations, and prior to that role, served as Patriot Coal's Senior Vice President – Engineering and W.V. Central Region & Kentucky Operations from August 2011 through January 2013. Mr. Day joined Patriot Coal in August 2008 and held the positions of Vice President – Operations from August 2009 through August 2011 and Vice President – Surface Operations from August 2008 through August 2009. Prior to joining Patriot Coal, Mr. Day served in a variety of management positions from 1992 through 2008 at Magnum, Arch, and James River Coal Company. Mr. Day is an executive board member of the Kentucky Coal Association and the University of Kentucky Mining Engineering Foundation. Mr. Day holds a Bachelor of Science degree in Mining Engineering from the University of Kentucky and is a Registered Professional Engineer.
E. Kent Hartsog	E. Kent Hartsog serves as Senior Vice President and Chief Financial Officer. Mr. Hartsog was appointed to this position effective April 13, 2015, and previously served as Vice President – Operations Support. Prior to Patriot's spin-off from Peabody, Mr. Hartsog was employed by Peabody, where he had served since 1986. Mr. Hartsog has over 29 years of experience in the coal industry and over 15 years in accounting and finance positions and has been a Certified Public Accountant for more than 35 years. Mr. Hartsog holds a Bachelor of Science degree in Accounting from West Virginia University.
Charles A. Ebetino, Jr.	Charles A. Ebetino, Jr. serves as Senior Vice President – Corporate Development. From August 2010 through September 2011, Mr. Ebetino served as Senior Vice President and Chief Operating Officer. From the time of Patriot's spin-off from Peabody in October 2007 through August 2010, Mr. Ebetino served as Senior Vice President – Corporate Development for Patriot Coal. Prior to the spin-off, Mr. Ebetino was Senior Vice President – Business and Resource Development for Peabody since May 2006. Mr. Ebetino also served as Senior Vice President – Market Development for Peabody's sales and marketing subsidiary from 2003 to 2006 and was directly responsible for COALTRADE, LLC. He joined Peabody in 2003 after more than 25

years with American Electric Power Company, Inc. (“AEP”) where he served in a number of management roles in the fuel procurement and supply group, including Senior Vice President of Fuel Supply and President and Chief Operating Officer of AEP’s coal mining and coal-related subsidiaries from 1993 until 2002. Mr. Ebetino is a past board member of NMA, former Chairman of the NMA Environmental Committee, former Chairman and Vice Chairman of the Edison Electric Institute’s Power Generation Subject Area Committee, former Vice Chairman of the Inland Waterway Users Board, and a past board member and President of the Western Coal Transportation Association. Mr. Ebetino has a Bachelor of Science degree in Civil Engineering from Rensselaer Polytechnic Institute. He also attended the New York University School of Business for graduate study in finance.

Joseph W. Bean

Joseph W. Bean serves as Senior Vice President – Law & Administration, General Counsel, and Corporate Secretary. From the time of Patriot’s spin-off from Peabody in October 2007 until February 2009, Mr. Bean served as Senior Vice President, General Counsel and Corporate Secretary for Patriot Coal. Prior to the spin-off, Mr. Bean served as Peabody’s Vice President and Associate General Counsel and Assistant Secretary from 2005 to 2007 and as Senior Counsel from 2001 to 2005. During his tenure at Peabody, he directed the company’s legal and compliance activities related to mergers and acquisitions, corporate governance, corporate finance and securities matters. Mr. Bean has more than 28 years of corporate law experience, including over 24 years as in-house legal counsel. He was counsel and assistant corporate secretary for The Quaker Oats Company prior to its acquisition by PepsiCo in 2001 and assistant general counsel for Pet Incorporated prior to its 1995 acquisition by Pillsbury. He also served as a corporate law associate with the law firms of Mayer, Brown & Platt in Chicago and Thompson & Mitchell in St. Louis. Mr. Bean holds a Bachelor of Arts degree from the University of Illinois and a Juris Doctorate from Northwestern University School of Law.

### 3. Prepetition Capital Structure

As of the Petition Date, the Debtors’ funded debt claims include those arising under an asset-based lending revolving credit facility, a term loan facility that has a first-out letter of credit sub-facility, and second lien notes. The outstanding balances of the Debtors’ secured indebtedness as of the Petition Date was as follows.

Debt	Balance <sup>11</sup>
Prepetition ABL Facility	\$44 million <sup>12</sup>
Prepetition LC Facility	\$200 million <sup>13</sup>
Prepetition Term Loan Facility	\$247 million
Prepetition Notes	\$306 million <sup>14</sup>
<b>Total</b>	<b>\$797 million</b>

#### a. The Prepetition ABL Facility

Patriot, as borrower, and the remaining Debtors, as guarantors, are party to that Credit Agreement (as amended, supplemented, modified, or amended and restated from time to time, the “Prepetition ABL Agreement”) by and between the Debtors and, among others, Deutsche Bank AG New York Branch, as administrative agent (in such capacity, together with any of its successors and assigns in such capacity, the “Prepetition ABL Agent”), and the lenders, letter-of-credit issuers, and other financial institutions party thereto (collectively, the “Prepetition ABL Lenders”). The Prepetition ABL Agreement provides the Debtors with a senior secured asset-based revolving credit facility (the “Prepetition ABL Facility”) in aggregate principal amount of up to \$65.0 million, including a \$50.0 million letter of credit sub-limit and a swing line sub-limit of up to \$10.0 million, subject to the terms and conditions set forth therein. As of the Petition Date, under the Prepetition ABL Facility, approximately \$38 million was available for drawing under letters of credit issued and outstanding.

Obligations arising under the Prepetition ABL Facility are guaranteed by each of the Debtors and are secured by first priority liens on substantially all the Debtors’ “current” assets, which include accounts receivable (excluding any accounts arising from the sale of collateral securing the Prepetition LC Facility and Prepetition Term Loan Facility (each as defined below) on a first priority basis), minerals that have been extracted from real property, inventory (excluding any minerals that have not yet been extracted from real property), as well as deposit, securities, and commodity accounts (excluding such accounts securing the Prepetition LC Facility and Prepetition Term Loan

<sup>11</sup> Amounts are rounded to the nearest million and exclude accrued and unpaid interest and fees. The claims arising under each of these facilities constitute secured claims, and the Debtors entered into each of these facilities in connection with the 2012–13 Restructuring.

<sup>12</sup> Since the Petition Date, the amount available for drawing under letters of credit issued and outstanding under the Prepetition ABL Facility has increased from \$38 million to \$40 million (and will increase by the end of 2015 to \$44 million, due to automatic step-ups for a certain prepetition letter of credit issued under the Prepetition ABL Facility. Further, the Debtors anticipate that approximately \$0.7 million in letters of credit issued under the ABL Facility will be returned prior to a transaction. The Prepetition ABL Agreement contemplates that if a letter of credit issued under the Prepetition ABL Facility provides for an automatic increase in its stated amount, the amount of such letter of credit will be considered the maximum stated amount of that letter of credit after giving effect to all such increases, whether or not the maximum stated amount is in effect at the time.

<sup>13</sup> This amount does not include any accrued but unpaid interest and other unpaid fees, charges, costs and expenses.

<sup>14</sup> For the avoidance of doubt, such amounts do not include any amounts that could vest under the Note Incentive Programs (as defined below).

Facility on a first-priority basis) and second-priority liens on substantially all of the Debtors' other assets, equity interests in the Debtors, and all minerals not yet extracted from real property. As of the Petition Date, the value of the collateral securing the Prepetition ABL Facility did exceed, and continues to exceed, the obligations outstanding under the Prepetition ABL Facility.

**b. The Prepetition LC Facility**

Patriot also has a \$200 million first-out senior secured letter of credit facility (the "Prepetition LC Facility"), under that certain Credit Agreement (L/C Facility and Term Facility) (as amended, supplemented, modified, or amended and restated from time to time, the "Prepetition LC/Term Loan Agreement"), by and between the Debtors and, among others, Barclays Bank PLC (in such capacity, together with any of its successors and assigns in such capacity, the "Prepetition LC Agent"), as administrative agent for the L/C Lenders (as defined therein), the L/C Lenders and letter of credit issuers party thereto (collectively, the "Prepetition LC Lenders"), Cortland Capital Market Services LLC, as administrative agent for the Prepetition Term Lenders party thereto, and Wilmington Trust, National Association, as collateral agent (in such capacity, together with any of its successors and assigns in such capacity, the "Prepetition LC/Term Collateral Agent"). As of the Petition Date, approximately \$200 million in letters of credit under the Prepetition LC Facility were issued and outstanding.

Obligations arising under the Prepetition LC/Term Loan Agreement are guaranteed by each of the Debtor subsidiaries and are secured by first priority liens on substantially all of the Debtors' fixed assets, equity interests in the Debtors, all minerals not yet extracted from real property, and certain other assets. Obligations under the Prepetition LC/Term Loan Agreement are also secured by a second-priority lien on substantially all of the Debtors' "current" assets, including accounts receivable (other than any accounts arising from the sale of collateral securing the obligations arising under the Prepetition LC/Term Loan Agreement on a first-priority basis), minerals that have been extracted from real property, inventory, as well as deposit, securities, and commodity accounts (other than such accounts securing obligations arising under the Prepetition LC/Term Loan Agreement on a first-priority basis). The Prepetition LC Facility is first out in right of payment to the Prepetition Term Loan Facility, subject to the Prepetition LC/Term Loan Agent Expenses Priority.

**c. The Prepetition Term Loan Facility**

The Prepetition LC/Term Loan Agreement also provides for a second-out senior secured term loan facility (the "Prepetition Term Loan Facility"), with Cortland Capital Market Services LLC, as administrative agent (in such capacity, together with any of its successors and assigns in such capacity, the "Prepetition Term Agent") for the Term Lenders (as defined therein), and the Term Lenders party thereto (collectively, the "Prepetition Term Lenders"). As of the Petition Date, approximately \$247 million in direct borrowings under the Prepetition Term Loan Facility were outstanding. The Prepetition Term Loan Facility is junior in right of payments to the Prepetition LC Facility, subject to the Prepetition LC/Term Loan Agent Expenses Priority.

**d. The Prepetition Notes**

Patriot further has issued second-lien notes (collectively, the "Prepetition Notes"), maturing in 2023 and carrying an interest rate of 15 percent. The Prepetition Notes are secured by junior-priority liens on substantially all of the same assets securing the obligations under the Prepetition LC/Term Loan Agreement and the Prepetition ABL Facility.

As disclosed in the Debtors' first-day wages motion [Docket No. 11] and the Declaration of Harvey L. Benenson in support of the Debtors' Key Employee Incentive Plan and Non-Insider Employee Retention Plan [Docket No. 454], prior to the Petition Date, the Debtors offered certain notes-and stock-based incentive programs to their employees as an additional component of overall compensation for key managerial personnel.

Under one of the programs, an eligible Employee could receive an award based on the long-term performance of Patriot Coal (the "Performance-Based Note Incentive Program"). Specifically, under the Performance-Based Note Incentive Program, an eligible Employee could receive a certain number of Prepetition Notes as well as a certain number of warrants allowing the Employee to purchase a corresponding amount of Patriot



Coal Class A Common Stock (collectively, the “Warrants”). Such Employees would potentially receive the award comprising Prepetition Notes and Warrants upon dates that are, respectively, approximately two years and three years after the date the Employee was made eligible for the program, with each award comprising 50 percent of the total award. The amount of Prepetition Notes and Warrants awarded to an Employee eligible and participating in the Performance-Based Note Incentive Program would depend on Patriot Coal’s EBITDA performance and the compound growth rate of its equity value. Because December 31, 2015 is the first date that awards under the Performance Based Note Incentive Program would accrue, if at all, the Debtors do not have historical data on the cost of the Performance-Based Note Incentive Program but project that no such payments would have accrued on that date. As of the Petition Date, the Debtors did not have any obligations on account of the Performance-Based Note Incentive Program.

Under another of the notes- and stock-based incentive programs, eligible Employees would receive awards that vested over time based on their continued employment in exchange for their continued employment with Patriot Coal (the “Time-Based Note Incentive Program,” and together with the Performance-Based Note Incentive Program, the “Note Incentive Programs”). Specifically, under the Time-Based Note Incentive Program, an eligible Employee could receive a certain number of Prepetition Notes and Warrants upon the respective dates following one, two, and three years after of the following three years after being made eligible for the program, with each payment comprising one-third of the total award, provided that such Employee had not been terminated for cause before any of those respective dates. If Patriot Coal underwent, among other things, a change in control or a public offering, the total award would vest to Employees still eligible under the program. As of the Petition Date, the Debtors did not owe any amount due under the Time-Based Incentive Program.

**e. The Prepetition Intercreditor Agreements**

The Debtors, the Prepetition ABL Agent, the Prepetition LC Agent, the Prepetition Term Agent and the Prepetition LC/Term Collateral Agent are parties to that certain First-Lien Intercreditor Agreement dated as of December 18, 2013 (as amended, supplemented or otherwise modified from time to time, the “First-Lien Intercreditor Agreement”), which governs, among other things, the relative priorities of the Prepetition ABL Facility, the Prepetition LC Facility, and the Prepetition Term Loan Facility in respect of the applicable Prepetition Collateral (as defined in the First-Lien Intercreditor Agreement). The Prepetition LC/Term Loan Agreement and certain related documents include certain subordination agreements with respect to the relative rights and priorities of the Prepetition Term Loan Obligations and the Prepetition Term Secured Parties, compared to the Prepetition LC Obligations and the Prepetition LC Secured Parties (such subordination agreement, collectively, the “Term Loan Subordination Agreement”). The Debtors, the Prepetition ABL Agent, the Prepetition Term Agent, the Prepetition LC Agent, the Prepetition LC/Term Collateral Agent, and the Prepetition Notes Trustee are parties to that certain Junior-Lien Intercreditor Agreement dated as of December 18, 2013 (as amended, supplemented or otherwise modified from time to time, the “Junior-Lien Intercreditor Agreement,” together with the First-Lien Intercreditor Agreement and the Term Loan Subordination Agreement, the “Intercreditor Agreements”), which governs, among other things, the relative priorities of the Prepetition ABL Facility, the Prepetition LC Facility, and the Prepetition Term Loan Facility, on the one hand, and the Prepetition Notes, on the other hand, in respect of the Prepetition Collateral (as defined in the Junior-Lien Intercreditor Agreement). Each of the Intercreditor Agreements remains in full force and effect in accordance with the terms thereof.

**f. Analysis of the Prepetition Secured Creditors’ Collateral Package**

The Prepetition Secured Parties hold properly perfected Prepetition Liens on all of the Debtors’ income-producing assets and certain of the Real Property Leases. Final DIP Order ¶¶ E, F, 36; *Amended Order Confirming Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, In re Patriot Coal Corp.*, No. 12-51502-659 (KAS) (Bankr. E.D. Mo. Dec. 18, 2013) [Docket No. 5169]. ¶¶ 51(c) (“Upon consummation of the Exit Credit Facilities and the Notes Rights Offering, the lenders or trustees thereunder, as applicable, shall have legal, valid, binding and enforceable Liens and other security interests on the collateral specified in the Exit Credit Facilities Documents and the Rights Offering Notes Documents.”). In addition, section 6.08 of the Prepetition LC Facility security agreement requires the filing of as-extracted financing statements at locations where there is coal with an estimated value of more than \$1 million or that is producing coal.

In addition, the DIP Lenders hold properly perfected, priming DIP Liens on all of the Debtors' assets (other than Avoidance Actions) encumbered and unencumbered. Final DIP Order ¶ 14, 18. Finally, the Prepetition Lenders hold properly perfected Adequate Protection Liens on all of the Debtors' assets to the extent of any diminution in value beyond the amount of the DIP Facility at emergence. Final DIP Order ¶¶ 20, 25. As a result of these broad, properly-perfected Prepetition Liens, DIP Liens, and Adequate Protection Liens (each as defined in the Final DIP Order), the Debtors' enterprise value is fully encumbered and the Debtors' secured creditors are entitled to all of its enterprise value. *See In re Hawaiian Telcom Commc'ns, Inc.*, 430 B.R. 564, 603-04 (Bankr. D. Haw. 2009) (stating that a debtor's total enterprise value should be included when assessing the value of a creditor's collateral where such collateral consists of the debtor's primary assets).

The Debtors agree with the Committee that as of the Petition Date, certain of their Real Property Leases were not encumbered by the Prepetition Liens due to state law limitations and the inability for a secured creditor to encumber a leasehold without landlord consent (collectively, the "Unencumbered Real Property Leases"). This is no surprise as the Prepetition LC/Term Loan Agreement required that only commercially reasonable efforts be utilized to encumber the Prepetition LC/Term Secured Parties' Prepetition Liens on the Unencumbered Real Property Leases. Likewise, the Debtors agree with the Committee that the Prepetition Liens, the DIP Liens, and the Adequate Protection Liens do not extend to the Avoidance Actions or the proceeds thereof. Final DIP Order ¶¶14(a), 25.

The Unencumbered Real Property Leases have no material value in a liquidation scenario. By arguing that the Unencumbered Real Property Leases have significant value, the Committee appears to conflate the value of the Unencumbered Real Property Leases with the value of the fully encumbered income-producing assets. Moreover, in light of the industry challenges affecting the Debtors and their competitors, the Unencumbered Real Property Leases standing alone are all at best market leases and, therefore, valueless in a forced liquidation because no rational buyer would compensate the Debtors to acquire the Unencumbered Real Property Leases if it could enter into the same lease or comparable leases at no cost.

Likewise, the evidence to be presented in connection with the Confirmation Hearing will show that the Avoidance Actions, although unencumbered, do not exceed the value of the Administrative Claims and Priority Claims, and no value on account of the Avoidance Actions would reach holders of General Unsecured Claims in a liquidation waterfall. The Committee correctly notes that the Debtors made \$274 million in payments in the 90 days before the Petition Date. Committee Obj., Szlezinger Dec. ¶ 8. However, the Debtors will demonstrate at confirmation that any action commenced to recover these amounts would be of uncertain value because well-established defenses to such actions, including new value and ordinary course payment defenses, may apply. Moreover, even to the extent that a recovery is hypothetically available, evidence to be presented at confirmation will demonstrate that the value of such proceeds must be further reduced by the low likelihood of collectability against vendors under current industry conditions and customary discount rates applicable to a chapter 7 trustee's recovery in a liquidation scenario.

However, the Committee contends that such assertions miss the mark and do not properly construe the Prepetition Financing Documents, the Final DIP Order, the lease agreements underlying the Unencumbered Real Property Leases, and applicable law.

First, the Committee believes that liquidation value is not the proper valuation metric to apply to the Unencumbered Real Property Leases. As contemplated by the terms of the Blackhawk APA and the VCLF APA, the Debtors are engaging in two going-concern sales pursuant to which the Debtors are transferring substantially all of the Unencumbered Real Property Leases to Blackhawk and VCLF. Further, pursuant to the Blackhawk APA, the consideration provided by Blackhawk is offered in exchange for substantially all of the Debtors' operating assets, including certain Unencumbered Real Property Leases. Accordingly, it is the Committee's position that application of liquidation value to the Unencumbered Real Property Leases is entirely improper under the circumstances. In the chapter 11 context, courts have recognized that where a debtor plans "to retain and use collateral to generate income . . . valuation based upon a hypothetical foreclosure sale would not be appropriate." *In re Heritage Highgate, Inc.*, 679 F.3d 132, 141-42 (3d Cir. 2012) (applying going concern value).

Second, the Committee disputes the Debtors' contention that the Debtors' enterprise value is fully encumbered, and that the DIP Lenders and Prepetition Secured Parties are entitled to the entirety of the Debtors' enterprise value. The Prepetition Secured Parties and the DIP Lenders maintain security interests and liens on "as-

extracted collateral” (as defined in the Prepetition Financing Documents and the DIP Loan Agreement to have the meaning ascribed to such term in the Uniform Commercial Code). It is the Committee’s position the Prepetition Secured Parties’ and DIP Lenders’ liens only attach to the as-extracted collateral (the coal in this instance) once the coal has been extracted from the real property. *See* UCC § 9-102(a)(6)(A) (defining “as-extracted collateral” to mean “minerals that are subject to a security interest that (i) is created by a debtor having an interest in the minerals before extraction; and (ii) *attaches to the minerals as extracted* . . . .) (emphasis added); *see also* UCC § 9-203.

Further, the Committee submits that the lease agreements underlying the Unencumbered Real Property Leases provide the Debtors with a single bundle of rights that permit the Debtors to enter the subject premises and mine the coal from the subject premises. Without this bundle of rights granted under the Unencumbered Real Property Leases, the Debtors would not have the ability to extract the coal. Moreover, pursuant to the terms of the Unencumbered Real Property Leases, the subject lessors expressly prohibit the Debtors from permitting or placing any encumbrances on the Debtors’ rights thereunder in favor of a third-party. Accordingly, the Prepetition Secured Parties’ and the DIP Lenders’ liens do not attach to rights granted to the Debtors under the Unencumbered Real Property Leases. *See* Final DIP Order, ¶ 14(c); *See, e.g.*, Prepetition ABL Agreement, §1.01 (definition of “Excluded Property”); Prepetition LC/Term Loan Agreement, §1.01 (definition of “Excluded Property”); Junior Lien Intercreditor Agreement (definition of “Excluded Property”, referencing the definitions set forth in the Prepetition ABL Agreement and Prepetition LC/Term Loan Agreement). As such, it is the Committee’s position that the Plan improperly fails to distribute that portion of the consideration received under the Blackhawk Transaction allocable to the Unencumbered Real Property Leases to the Debtors’ unsecured creditors.

The Committee filed an objection to confirmation of the Initial Plan incorporating these positions. The Debtors disagree with the Committee’s position and will provide further briefing in connection with confirmation of the Plan.

### **ARTICLE III. EVENTS LEADING UP TO THE CHAPTER 11 CASES**

#### **A. Emergence from the 2012–13 Restructuring**

The Debtors’ feasibility after the 2012–13 Restructuring was predicated on assumptions about coal prices and operating performance that ultimately did not materialize. Notwithstanding the consummation of the prior chapter 11 cases, the Debtors, like other coal industry leaders, have faced—and continue to face—strong headwinds as a result of the continued decline in domestic and foreign demand for coal, burdensome environmental regulations, and unsustainable further legacy and other non-operating liabilities. In addition, operational issues relating to three significant longwall delays at the Debtors’ Federal mining complex and a preparation-plant collapse at the Debtors’ Highland mining complex caused the Debtors to suffer significant cash shortfalls from its projections.

Although the 2012–13 Restructuring provided the Debtors with reduced wages and benefits for their non-union employees and retirees, new collective bargaining agreements with the UMWA, and a transitioning of their retiree healthcare obligations under preexisting collective bargaining agreements to the UMWA VEBA, substantial legacy liabilities remained in place. Notably, the Debtors’ obligations to contribute to the multi-employer pension fund under the 1974 Pension Plan and to make payments pursuant to certain federal statutes applicable to the coal industry (*e.g.*, the Coal Act and the Black Lung Act) were unaffected by the previous chapter 11 cases. The Debtors’ capital structure upon emergence from the 2012–13 Restructuring remains in place today.

#### **B. Continued Challenges to Liquidity**

##### **1. External Pricing Pressure**

Because the Debtors sell substantial quantities of coal products to domestic and international electricity generators and steel producers, the Debtors’ business and results of operations are linked closely to global demand for coal-fueled electricity and steel production. Unfortunately, since emerging from the 2012–13 Restructuring, thermal and metallurgical coal markets have become increasingly challenged with oversupply conditions, resulting in a further weakened price environment.

Coal's share of the U.S. energy market and prices for thermal and metallurgical coal have both declined markedly. The lethargic economic environment, lack of growth in energy demand generally, and a large number of coal-fueled plant retirements have precipitated this decline. As of December 31, 2014, natural-gas pricing was 46 percent lower compared with a year ago and stood at \$2.95/MBtu, a price at which it is difficult for any coal basin to compete. Additionally, the demand and price for metallurgical coal are dependent on the strength of the global economy and, in particular, on steel production in countries such as China and India, as well as Europe, Brazil, and the United States. The global metallurgical coal market continues to suffer from oversupply and reduced demand, particularly from China, Europe, and Brazil, further depressing the price of export coal and, consequently, domestic prices as well.

## **2. Increased Regulation**

The regulatory environment, with respect to the production as well as the utilization of coal, has also contributed to the Debtors' current financial situation. Specifically, the regulation of electricity generators has made it increasingly difficult for companies to use coal as an energy source. At the same time, the Debtors faced dramatically increasing costs to comply with environmental laws and other governmental regulations. Several citizen lawsuits brought by nongovernmental organizations have also stressed the Debtors' financial condition. The Debtors have incurred significant costs to comply with these laws and regulations.

Federal and state regulatory authorities impose obligations on the coal mining industry in a wide array of areas, including, but not limited to, employee health and safety, permitting and licensing requirements, environmental protection, the reclamation and restoration of mining properties after mining has been completed, surface subsidence from underground mining and the effect of mining on surface and ground water quality and availability. Over the past several years, the Debtors have incurred hundreds of millions of dollars of costs to comply with new regulations, new interpretations of existing laws and regulations, and court orders resulting from citizen lawsuits brought by non-governmental organizations. These compliance costs have added additional stress to the Debtors' financial condition.

The electricity generation industry is subject to extensive regulation regarding the environmental impact of its power-generation activities, which affects demand for coal. As the regulation of greenhouse gases and other air emissions imposed on power plants became more rigorous, electricity generators faced increasing difficulties in obtaining permits to build and operate coal-fueled power plants and higher costs to comply with the permits received at such facilities. Over the past several years, the EPA has promulgated rules that curtail air emissions of various pollutants from power plants. The EPA also has proposed performance standards for new power plants that include significant restrictions on the emission of hazardous air pollutants associated with coal-fueled power plants. The effect of these rules is to require the installation of costly compliance equipment by both existing and future power plants that utilize coal. In addition, the EPA has proposed performance standards for certain new power plants that would significantly restrict the permissible emissions of carbon dioxide, a by-product of burning coal, and in doing so, severely limit the future development of coal-fueled electricity generated assets.

In addition, electricity generators have recently been incentivized to use alternative energy sources. Many states have implemented renewable portfolio standards, which generally mandate that a specified percentage of electricity sales in the state be attributable to renewable energy sources. Congress has considered imposing a similar federal mandate. Governmental agencies have also been providing tax credits, grants, and other financial incentives to entities that are developing or selling alternative energy sources with lower greenhouse gas emissions. The combination of these incentives and the cost of complying with regulations has caused electricity generators to close existing coal-fueled facilities, reduce construction of new facilities, and dispatch plants fueled by alternative sources, such as natural gas, ahead of coal-fired plants.

## **3. Legacy Liabilities**

Notwithstanding the 2012–13 Restructuring, the Debtors' legacy liabilities relating to, among other things, retirees, pension plans, and environmental regulations have hindered the Debtors' ability to operate competitively in the current market environment when coupled with the external pricing pressure, increased regulation, and other costs associated with the Debtors' businesses.

**a. Retiree Healthcare Obligations**

On April 26, 2013, the Missouri Bankruptcy Court entered an order [2012–13 Docket No. 3849] (the “Non-Union Retiree Order”) authorizing the 2012–13 Debtors to cap life-insurance benefits for non-union retirees at \$30,000,<sup>15</sup> terminate life-insurance benefits for current active non-union employees, and terminate non-union retiree medical benefits; *provided* that the Debtors would remain responsible for the payment of claims for non-union retiree benefits incurred through July 31, 2013, and presented for payment in a timely manner. On September 10, 2013, the Missouri Bankruptcy Court authorized the agreement negotiated between the Debtors and the 2012–13 Non-Union Retiree Committee that established the Non-Union Retiree VEBA. *See* [2012–13 Docket No. 4613]. By this order, the Non-Union Retiree VEBA would make available benefits for the non-union retiree benefit participants whose medical benefits were terminated in accordance with the Non-Union Retiree Order. In 2014, the Debtors contributed approximately \$696,000 on account of the Non-Union Retiree VEBA.

The Debtors also have obligations arising under the Coal Industry Retiree Health Benefit Act of 1992 (the “Coal Act”). The Coal Act requires employers and their “related persons” to provide health benefits to retirees who were age and service eligible for retiree health benefits as of February 1, 1993 and who retired by September 30, 1994.

As required under Section 9711 of the Coal Act, the Debtors administer a health benefit plan (the “IEP”) that provides benefits to approximately 5,254 retirees and their dependents. The Debtors are responsible for paying benefits to approximately 1,108 of these beneficiaries, and Peabody is responsible for paying for the remaining 4,236 beneficiaries. The Debtors and Peabody are parties to that certain Section 9711 Coal Act Liabilities Assumption Agreement, under which Peabody pays these health benefits directly. The Debtors, however, administer all of these retiree health benefits through the IEP pursuant to that certain Administrative Services Agreement between the Debtors and Peabody. If the Debtors and their related persons cease to provide benefits under the IEP, then those beneficiaries who are currently receiving benefits through the IEP may be eligible to receive benefits from the UMWA 1992 Benefit Plan (which is a trust fund created specifically under the Coal Act), in which case the Debtors will be required to pay a monthly per beneficiary premium for each such beneficiary for each month in which such beneficiary receives benefits from the 1992 Benefit Plan. 26 U.S.C. § 9711.

The Coal Act also requires the Debtors to make annual premium payments to the UMWA Combined Benefit Fund (another trust fund that was created specifically under the Coal Act). The Combined Benefit Fund provides health and death benefits to coal industry retirees who, as of July 20, 1992, were eligible to receive, and already were receiving, retiree health benefits. The Combined Benefit Fund is financed by an annual premium, assessed each October against “assigned operators.” 26 U.S.C. § 9704. This premium is calculated based on the number of eligible beneficiaries assigned to a specific operator by the Commissioner of Social Security. 26 U.S.C. § 9706. The assigned operator and any related person are jointly and severally liable for the annual premium. 26 U.S.C. § 9704. The Commissioner of Social Security has assigned 866 beneficiaries of the Combined Benefit Fund to one or more of the Debtors. This population is separate from the 5,254 beneficiaries discussed in the preceding paragraph.

At present, the Debtors estimate the present value of their obligations under the Coal Act to be approximately \$43.7 million. The Debtors’ obligations under the Coal Act are imposed by statute, are non-negotiable, and exist separately from their collectively bargained obligations. The 1992 Benefit Plan and the Combined Benefit Fund assert that premiums payable under the Coal Act are in the nature of taxes that are incurred periodically as they arise, and that premiums incurred during the bankruptcy case are administrative expenses.

Approximately 210 UMWA retiree beneficiaries receive retiree healthcare benefits under the 1993 National Bituminous Coal Wage Agreement of 2011, which the Debtors pay for (the “Squaw Creek Obligations”) but are reimbursed by Alcoa Co. (“Alcoa”) under the Debtors’ joint venture agreement with Alcoa for the Squaw Creek

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<sup>15</sup> The 2012–13 Debtors later reached an agreement with the 2012–13 Non-Union Retiree Committee whereby the Debtors would make funds otherwise directed toward such life-insurance premiums available to the Non-Union Retiree VEBA. *See* [2012–13 Docket Nos. 4409, 4613].

Coal Company. The Debtors administer these retiree health benefits pursuant to the Administrative Services Agreement.

These retiree healthcare obligations, as they currently exist, have become unsustainable. The Debtors already spend tens of millions a year in retiree healthcare obligations and that spending is expected to rise further. The Debtors are proposing to sell the vast majority of their operating assets to Blackhawk, and Blackhawk will not assume the Debtors' pension, Coal Act, and Black Lung Act liabilities. Likewise, VCLF will not assume the Debtors' pension, Coal Act, and Black Lung Act liabilities.

As further described in Article IV.B.10.b below, the Debtors, Blackhawk, and the UMWA have reached a consensual agreement that includes, among other things, entry into new collective bargaining agreements and rejection of existing CBAs.

**b. Pension Obligations**

Also as discussed above, certain of the Debtors participate in the 1974 Pension Plan. The 1974 Pension Plan is a multi-employer pension fund that was established as a result of collective bargaining with the UMWA. The 1974 Pension Plan provides pension and disability pension benefits to qualifying represented employees upon retirement; approximately 90,000 beneficiaries currently receive benefits from the 1974 Pension Plan. In 2014, the Debtors contributed approximately \$16.8 million to the 1974 Pension Plan.

The nine Debtors who participate in the 1974 Pension Plan are obligated to make monthly pension contributions for as long as they participate in the 1974 Pension Plan. The amount of these contribution obligations, as well as the benefit levels provided to Plan beneficiaries and other substantive terms of the 1974 Pension Plan, are established in the collectively bargained National Bituminous Coal Wage Agreements with the UMWA. Funding is based on the collective hours worked by active UMWA Employees. Specifically, the applicable Debtors' collective bargaining agreement required funding at \$5.50 per hour worked. However, the 1974 Pension Plan is significantly underfunded. The plan entered "critical" status for the plan year beginning July 1, 2014, and as a result, the 1974 Pension Plan levied a surcharge of 5 percent of the contributions otherwise required under the current collective bargaining agreement. Because the 1974 Pension Plan has remained in "critical" status, the surcharge has since increased to 10 percent, increasing the Debtors' hours-based contribution rate to \$6.05. The Debtors expect the condition of the 1974 Pension Plan to worsen with time.

Employers that withdraw from participation in the 1974 Pension Plan are subject to a "withdrawal liability" that accrues upon a partial or complete withdrawal. Withdrawal liability is imposed by the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.* ("ERISA"), and is based upon the portion of the 1974 Pension Plan's unfunded vested benefits attributable to the withdrawing employer. *See* 29 U.S.C. § 1391. Under section 4001(b)(1) of ERISA, the participating Debtors, and all trades or businesses under common control, constitute a single employer for purposes of withdrawal liability. 29 U.S.C. § 1301(b)(1). The 1992 Benefit Plan and the Combined Benefit Fund assert that each of the Debtors, therefore, is jointly and severally liable for any withdrawal liability incurred by any employer in its controlled group. If the Debtors were to withdraw from the 1974 Pension Plan during the plan year beginning July 1, 2015 and ending June 30, 2016, the 1974 Pension Plan estimates that the Debtors will incur withdrawal liability of approximately \$911,881,596.43.

As discussed in Article IV.B.5 below, the proposed Blackhawk Transaction does not include any succession of liabilities or obligations in connection with the 1974 Pension Plan. Likewise, the VCLF Transaction will not include any succession of liabilities or obligations in connection with the 1974 Pension Plan. The Debtors submit that their marketing process has confirmed that no buyer or operator of the Debtors' assets would be willing to assume the 1974 Pension Plan because any potential bidder would be exposing itself to significant annual funding costs as well as massive withdrawal or termination liabilities that appear inevitable. Consequently, the Debtors filed their 1113/1114 Motion to, among other things, reject their CBAs to enable the Debtors to completely eliminate their future obligation to contribute to the 1974 Pension Plan by effectuating a complete withdrawal from such plan.

**c. Environmental Liabilities**

As described in Article III.B.2 above, federal and state regulatory authorities impose significant environmental obligations on the coal-mining industry, including costs arising from or related to environmental protection, the reclamation and restoration of mining properties after mining has completed, surface subsidence from underground mining and the effect of mining on surface and ground-water quality and availability. Over the past several years, the Debtors have incurred hundreds of millions of dollars of costs to comply with new regulations, new interpretations of existing laws and regulations, and courts orders resulting from citizen lawsuits brought by nongovernmental organizations.

For example, the Debtors are subject to mine reclamation and restoration liabilities at closed and former mines pursuant to the Surface Mining Control and Reclamation Act (“SMCRA”), the CWA, and related state laws. Authorities enforce such asset retirement obligations for a certain time period after mines have terminated operations. Several of the Debtors’ mining facilities have incurred significant reclamation obligations, including Logan County Mining Complex, Bluegrass Mining Complex, Corridor G Mining Complex, Wells Mining Complex, and Paint Creek Mining Complex. Regulatory authorities require the Debtors to maintain surety bonds and other forms of financial security to guarantee performance of these reclamation obligations. The Debtors’ current estimated asset retirement obligations total approximately \$233.37 million,<sup>16</sup> based on individual bonding obligations at the Debtors’ mining facilities as follows:

<u>Complex/Facility</u>	<u>Bond Amount (\$M)</u>	<u>Complex/Facility</u>	<u>Bond Amount (\$M)</u>
Big Mountain	4.12	Blue Creek	2.34
Federal	2.71	Campbells Creek	1.51
Wells	12.95	Jupiter	5.48
Rocklick	6.58	Bluegrass	30.45
Panther	1.73	Highland	10.57
Kanawha Eagle	3.16	Dodge Hill	2.30
Paint Creek	49.87	Will Scarlet	0.40
Remington	0.78	Heritage	6.30
Mountain View	1.08	Tygart	1.55
Logan County	28.39	Misc.	10.79
Corridor G	50.31		

The Debtors are also responsible for certain additional mitigation obligations that remain outstanding under various permits issued by the Department of the Army pursuant to section 404 of the CWA.

The Debtors are also subject to active litigation as well as operational obligations set forth in certain consent decrees resulting from past litigation with both regulatory authorities and non-governmental organizations pursuant to so-called “citizen suit” environmental statutory provisions. Most notably, the Debtors currently operate subject to a Modified Consent Decree, dated November 15, 2012, that was entered into by the Debtors and the Ohio

<sup>16</sup> This amount includes approximately \$33,815,660 in surety bonds that have been issued on behalf of Arch in connection with a joint venture in which it participated with Magnum. As discussed in Article II.A of this Disclosure Statement, Patriot acquired Magnum in 2008. The Debtors have historically reimbursed Arch for the premiums Arch pays in relation to these surety bonds. The remaining approximately \$199,546,260 in surety bonds have been issued on the Debtors’ behalf.

Valley Environmental Coalition, Inc., the West Virginia Highlands Conservancy, and the Sierra Club, in Civil Actions Nos. 3:09-cv-01167 and 3:11-cv-00115 (the “Modified Consent Decree”). The Modified Consent Decree was entered in settlement of citizen suit claims that had been brought against certain of the Debtors by these non-governmental organizations in the U.S. District Court for the Southern District of West Virginia alleging violations of permitting requirements under the CWA’s National Pollutant Discharge Elimination System (“NPDES”) and SMCRA, and was a modification of a prior September 2010 federal district court order and a March 2012 consent decree. The Modified Consent Decree sets out deadlines for the installation of certain water pollution control technologies to address selenium exceedances of effluent limitations in discharges from certain permitted outfalls at Corridor G Mining Complex, Logan County Mining Complex, and Paint Creek Mining Complex.<sup>17</sup> The Debtors have spent approximately \$77 million on these obligations to date. Additionally, as part of the Modified Consent Decree, the Debtors agreed to certain limitations on surface mining, including caps on surface-mine coal production, the retirement of certain surface mining equipment, and a covenant not to engage in any new large-scale surface mining operations. The Modified Consent Decree also contains certain stipulated penalty provisions that apply in the event that the Debtors fail to meet the specified treatment technology deadlines.

In addition, the Debtors are subject to selenium-related liabilities, compliance obligations and costs at other locations not directly governed by the Modified Consent Decree. For example, Outfall 001 under NPDES Permit WV1022911, located at Surface Mine 22 within the Corridor G Mining Complex, is subject to selenium treatment obligations pursuant to a court order issued in September 2010 in Civil Action No. 3:09-cv-01167, brought by the same plaintiff parties to the Modified Consent Decree. The Modified Consent Decree extended the deadline for achieving compliance with the selenium effluent limitations established pursuant to the September 2010 order. In addition, as a condition to developing the Rattlesnake and Wet Branch Refuse Areas, the Debtors are required to install selenium treatment systems prior to development.<sup>18</sup> The Modified Consent Decree also identifies specific sites within the Logan County Mining Complex, Kanawha Eagle Mining Complex, Paint Creek Mining Complex, Midland Trail Mining Complex, Rocklick Mining Complex, and Panther Mining Complex that may require testing and treatment of selenium in the future.<sup>19</sup> At this time, the Debtors expect approximately \$9 million in known costs associated with the selenium treatment obligations at these additional sites. Further, the Debtors are obligated to indemnify Shepard Boone Coal Co., a landowner of property formerly operated by Colony Bay Coal Company LLC that has been sued by non-governmental organizations over selenium concentrations in the groundwater at the property previously mined by Colony Bay Coal Company. The plaintiffs filed suit in the Southern District of West Virginia in February 2015, and the suit remains pending. A similar suit has been threatened by non-governmental organizations against Robin Land Company, LLC by notice of intent to sue issued on January 27, 2014. The same parties involved in the Modified Consent Decree have alleged unpermitted discharges of selenium, conductivity, sulfates, and total dissolved solids from point sources in violation of an “effluent standard or limitation” under Sections 301(a) and 505(a) of the CWA. The notice of intent alleges that these unpermitted discharges are emanating from reclaimed valley fills at the Chestnut Flats Surface Mine and the Wylo Surface Mine.

The Debtors are subject to other unresolved litigation, enforcement proceedings, and ongoing compliance obligations arising out of alleged violations of environmental laws, including the follow matters:

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<sup>17</sup> A parallel settlement between the Debtors and the West Virginia Department of Environmental Protection (“WVDEP”), entered in April 2013, adopts the same selenium compliance schedule for the outfalls identified in the Modified Consent Decree, resolving state civil enforcement actions brought in the Circuit Court of Boone County, West Virginia, Civil Actions No. 07-C-3 and 10-C-96.

<sup>18</sup> Selenium treatment obligations at the Rattlesnake Refuse Area arise under a Final Order issued by the West Virginia Environmental Quality Board (Appeal No. 12-48-EQB). Selenium treatment obligations at the Wet Branch Refuse Area arise under SMCRA Permit O-3010-08.

<sup>19</sup> The Debtors may also pursue future selenium treatment projects at the Jupiter Mining Complex, though not specifically identified in the Modified Consent Decree as potentially requiring treatment.



- In November 2014, WVDEP issued a compliance order to Eastern Associated Coal LLC, requiring increased monitoring, sampling and reporting to WVDEP based on exceedances of chlorides discharged under NPDES Permit WV0099015 at Federal Mine No. 2.
- Pursuant to NPDES permit restrictions, the Debtors are subject to chloride discharge restrictions at the Kanawha Eagle Mining Complex and Panther Mining Complex. To meet discharge limitations, the Debtors plan to construct a pipeline to the Kanawha River. The Debtors are negotiating the construction timeline with WVDEP and have established a capital expenditure budget of \$11 million to complete the project.
- On November 5, 2014, the Debtors received a notice of intent to sue by the owners of a property neighboring the Corridor G Mining Complex, alleging adverse impacts to groundwater resources. On November 6, 2014, the landowner filed a Petition for Writ of Mandamus in Lincoln County Circuit Court. On November 20, 2014, WVDEP issued a water replacement order under the West Virginia SCMRA, requiring the Debtors to provide an alternate source of potable water to landowner who issued the NOI as well as an additional landowner. The Debtors are currently in the process of arranging to provide a permanent source of water to satisfy the replacement order but have also filed an appeal of the water replacement order with the West Virginia Surface Mine Board (“SMB”). The SMB has indicated that they will not schedule an evidentiary hearing on the appeal while the Debtors are in bankruptcy.
- On April 27, 2015, five additional landowners of property neighboring the Corridor G Mining Complex sent a notice of intent to sue to the Debtors and WVDEP, alleging adverse impacts to groundwater resources. The Debtors are currently in the process of arranging to provide a permanent source of water to satisfy the replacement order.
- In May 2015, the Debtors received a notice of of alleged SMCRA violations from owners of properties near the Kopperston mine in the Rocklick Mining Complex pursuant to the West Virginia SMCRA (West Virginia Code § 22-3-25). The notice alleges adverse impacts to groundwater resources.
- On June 29, 2015, WVDEP issued a water replacement order under the West Virginia SCMRA to the Debtors, requiring them to provide an alternate source of potable water to a landowner near the Corridor G Mining Complex. The Debtors are currently negotiating a settlement of the landowner’s complaint. The Debtors also filed an appeal of WVDEP’s water replacement order with the SMB on July 28, 2015. The appeal has not yet been scheduled for an evidentiary hearing.
- The Debtors have responsibility for certain pumping and monitoring obligations related to the former Eagle No. 2 Underground Mine in Illinois, pursuant to a Comprehensive Settlement Agreement, dated January 5, 2001 (“Eagle No. 2 Settlement”), entered into between Peabody Coal Company (“Peabody”) and the Saline Valley Conservancy District (“District”) to resolve litigation brought by the District alleging, among other things, that groundwater resources had been impacted by sulfates deriving from past mining activities. The Debtors assumed ownership of the Eagle No. 2 Underground Mine and the Eagle No. 2 Settlement obligations from Peabody pursuant to the execution of the Peabody Separation Agreement, dated October 22, 2007. The Eagle No. 2 Settlement required the implementation of a Groundwater Monitoring and Mitigation Plan to address the sulfate conditions, and the maintenance of a performance guarantee in the form of a bond in the amount of \$1,750,000 to secure the obligations under this plan. The Debtors have sought to terminate these groundwater monitoring and mitigation obligations, based on recent groundwater monitoring results, and termination efforts remain subject to ongoing litigation with the District and the Illinois EPA.
- In February 2014, an unknown amount of coal slurry containing the chemical crude 4-Methylcyclohexanemethanol (“MCHM”) spilled into a tributary of the Kanawha River from the Debtors’ Kanawha Eagle Prep Plant. WVDEP assessed a fine of \$72,245 and required the Debtors to develop a “transportation plan,” including installation of secondary containment to catch slurry spills. Implementation of the plan is nearly complete and is estimated to cost approximately \$100,000.

- The Debtors contribute funds to a trust that supports water treatment operations at Barnes and Tucker Coal Company's abandoned Lancashire Number 15 Mine ("Number 15 Mine"), adjacent to the Debtors' former Colver underground mine. In 1969, the Number 15 mine flooded and ultimately blew out, resulting in mine pool discharges to a nearby public waterway. Following the blowout, Barnes and Tucker pumped and treated the Number 15 Mine until it filed for bankruptcy. Barnes and Tucker sued the Debtors, as successors to the Colver mine's former owner, Peabody, alleging that activities at the Colver mine contributed to flooding at the Number 15 Mine and, ultimately, the mine's blowout. Pursuant to a Consent Order and Agreement dated November 18, 2013 with the Pennsylvania Department of Environmental Protection and the Clean Streams Foundation, Inc., the Debtors support operation of a treatment plant at the Barnes and Tucker site through these trust contributions. The Debtors maintain \$17 million in surety bonds, which were issued on behalf of Peabody, to support this obligation.
- At the Harris 2 Mine, Rocklick Mining Complex, previous mining operations conducted by the Debtors under a stream resulted in stream subsidence and water seepage in the 1992 timeframe. WVDEP commenced an enforcement action against the Debtors, and the Debtors submitted a proposal to WVDEP in approximately 2005 for a resolution of this matter. The matter remains pending with WVDEP.
- The Debtors have received claims regarding land subsidence issues in the vicinity of certain former underground mining sites. Most of the subsidence claims brought against the Debtors relate to former Peabody operations in Illinois and Kentucky. Most recently, the Debtors received a notice from the Illinois Department of Natural Resources, dated July 14, 2015, regarding potential land subsidence in the vicinity of the former Peabody Mine No. 10.

Pursuant to NPDES permit obligations, the Debtors must treat water at several sites based on high concentrations of regulated pollutants, including iron, pH, manganese, and aluminum, before discharging to public waterways. Specific sites include the Logan County Mining Complex, Corridor G Mining Complex, Paint Creek Mining Complex, Patriot surface mine, Big Mountain 16 underground mine, Colony Bay surface mine, former Will Scarlet surface mine, former Tygart River deep mine, former Delmont mine, former Colver Mine, Sunnyhill refuse area, Weatherby preparation plant and refuse area, Wharton refuse area, closed Catenary operations, and several Mountain View mines.<sup>20</sup> In addition, the Debtors must pump water from the Beckley, Dakota, and Harris No. 1 mines in order to avoid flooding other mining complexes and nearby infrastructure.

As described in further detail in Article IV.B.5.b below and in the Blackhawk APA, Blackhawk has agreed to assume certain environmental liabilities in connection with the Blackhawk Transaction. For the avoidance of doubt, Blackhawk has only agreed to assume those environmental liabilities specifically identified as Assumed Liabilities in the Blackhawk APA, and all other liabilities are excluded liabilities that shall be retained by and remain liabilities of the applicable Debtor. Notwithstanding Blackhawk's intention to assume only environmental liabilities included as Assumed Liabilities in the Blackhawk APA, the Shonk Land Company ("Shonk") submits that a number of the leases that Blackhawk presently proposes be assumed and assigned contain environmental indemnity provisions. Shonk asserts that, under settled law in the Fourth Circuit, these leases can be assumed and assigned only *in toto*, including the environmental indemnity provisions contained therein.

If the Debtors are able to consummate the VCLF Transaction, certain environmental liabilities treated as Blackhawk Excluded Liabilities under the Blackhawk APA would be assumed by the third-party purchaser.

The Debtors, on the one hand, and certain state and federal governmental authorities, sureties, and coal lessors, on the other hand, disagree with respect to whether certain of the Debtors' environmental liabilities should be classified as General Unsecured Claims, Administrative Claims, or non-dischargeable compliance obligations under the Bankruptcy Code and applicable law. The Debtors hope to resolve these issues with the applicable parties

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<sup>20</sup> Mountain View is subject to water treatment obligations under SMCRA permits S-218-75, S-38-76, S-268-76, S-193-77, S-141-79, S-38-80, S-103-80, O-21-82, D-31-82, S-6015-86, and R-753.

consensually in advance of Confirmation. To the extent that the parties are unable to reach agreement, this dispute may be litigated in connection with Confirmation.

**d. Third-Party Guarantees, Indemnities, and Similar Obligations**

Certain third-parties have issued guarantees or indemnities with respect to the Debtors' environmental and employment-related obligations. As part of an overall settlement of the Debtors' environmental and employee-related liabilities, the Debtors intend to pursue acceleration of the guarantees and indemnities provided by third parties. This includes monetizing any available collateral provided by third parties. A brief description of some of the collateral the Debtors will seek to pursue is provided below. At this time the Debtors have not secured the agreement of the regulatory authorities or the sureties that currently provide surety bonds on behalf of the Debtors, for use of any surety collateral. The sureties contend that a. Agreement is required *inter alia* regarding the following issues: i) release or reduction of existing surety bonds; ii) providing financial support for VCLF or the Liquidating Trust; and iii) any use of surety collateral.

Also as described in Article III.B.3.c, the Debtors are subject to certain known environmental liabilities and obligations related to current and historical mining operations, arising from state and federal laws and various consent decrees entered into with agencies and non-governmental organizations. The environmental obligations include selenium treatment requirements, perpetual water treatment obligations, mine reclamation obligations, and other miscellaneous liabilities. Regulatory authorities require the Debtors to maintain surety bonds and other forms of financial security to guarantee performance of their reclamation obligations. As of the Petition Date, the Debtors had approximately \$216.7 million in outstanding surety bonds related to their reclamation obligations. In the aggregate, the Debtors have provided collateral in an amount of approximately \$122.5 million in support of surety bonds. This amount includes approximately \$20.2 million of collateral posted by Peabody on the Debtors' behalf and approximately \$16.1 million in collateral posted by Arch Coal on the Debtors' behalf on account of the Debtors' reclamation obligations. In addition, certain other environmental obligations are backed by bonds posted by third parties, including a \$15 million guarantee from Peabody for selenium treatment that originally related to certain outfalls at the Hobet and Apogee mining complexes.

As described in Article II.A.4, the Debtors are subject to workers' compensation laws in the states in which they operate or used to operate. The Debtors have provided letters of credit in the total approximate amount of \$150.6 million as collateral to these insurance providers to secure their workers' compensation obligations. Peabody has separately provided letters of credit in a total approximate amount of \$18.3 million to secure the Debtors' workers compensation obligations.

As described in Article II.B.1, as part of the Peabody Settlement, Peabody agreed to provide \$141 million in credit support for letters of credit and cash collateral previously posted by Patriot for UMWA retiree healthcare, obligations under the Black Lung Act and Coal Act, and other obligations.

The sureties assert that the Plan is not confirmable because it appears to provide that the buyers under the Blackhawk Transaction and/or the VCLF Transaction shall be allowed to operate under the Transferred Permits prior to posting a replacement surety bond that is in a penal amount equal to or greater than the existing bond relating to the particular permit to be transferred. The sureties assert that a buyer of any of the assets to be transferred pursuant to the Blackhawk Transaction, the VCLF Transaction, or any other sale contemplated under the Plan may not undertake any mining activities under any Transferred Permits for which one or more bonds have been issued by a third-party surety or sureties, unless and until (a) such buyer timely files all applications required to transfer such Transferred Permit as may be prescribed by applicable law and (b) such buyer has posted a replacement bond or bonds in penal amounts equal to the greater of (i) the penal amounts of the existing bonds issued with respect to the applicable Transferred Permit or (ii) the penal amounts as may be required by the applicable state and/or federal regulatory authorities in respect of such Transferred Permit. Additionally, the sureties assert that, except to the extent that a surety has executed a document expressly providing otherwise, the Plan is not feasible and cannot be confirmed because it and the related sales documents appear to expressly or implicitly provide either that (a) the sureties have consented to the substitution of the named principal(s) on the outstanding surety bonds, or (b) the surety bonds issued assure payment or performance of obligations, operations or activities of parties other than the principals named in such surety bonds. Further, the sureties assert that the Plan is not confirmable because it and the related sale documentation appear to provide or imply that the rights of the sureties with respect to non-Debtor

entities under applicable bankruptcy and non-bankruptcy law, under any indemnity agreements, surety bonds or related agreements or under any letters of credit relating thereto, are released, discharged, impaired or otherwise modified.

### C. Exploration of Strategic Alternatives and Cost Reductions Prior to the Petition Date

Subsequent to emerging from the 2012–13 Restructuring, the Debtors and a special committee of the Debtors’ Board of Directors retained Kirkland & Ellis LLP, as counsel, and, ultimately, Centerview Partners, LLC (“Centerview”), as investment banker, and Alvarez & Marsal North America, LLC, as financial advisor, and began exploring strategic M&A and sale transactions to address their continued challenges. Those efforts, however, did not yield a transformative transaction. Accordingly, in response to continued challenges, the Debtors took actions to further reduce their cost structure by idling and reducing activity at certain mining complexes in order to match expected sales volumes and market demand.

In addition, Patriot completed the sale of all assets associated with its Dodge Hill mining complex and certain undeveloped coal reserves in Western Kentucky to Alliance Resources Partners, L.P. (“Alliance”) in February 2015. Patriot also entered into asset purchase agreements (collectively, the “Prairie APAs”) with Prairie Mining Company, LLC and Prairie Dock Company, LLC (collectively, “Prairie”) for the sale of permits and associated property rights for Patriot’s Highland mining complex (collectively, the “Prairie Assets”) (such sales, collectively, the “Prairie Transactions”). In addition to these asset purchase agreements, on December 31, 2014, Patriot sold its rights to certain coal supply agreements to Alliance affiliates, realizing a cash gain of approximately \$9.1 million.

On July 26, 2015, the Debtors filed a motion seeking Court authority to, among other things, close the Prairie Transactions and, subject to the terms of the Prairie APAs, sell the Prairie Assets free and clear of all liens, claims, and encumbrances pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 6004 [Docket No. 526] (the “Prairie Motion”). On July 27, 2015, Prairie filed a limited objection to the Prairie Motion, asserting that, among other things, Prairie needed additional time to conduct due diligence needed to close the Prairie Transactions. On July 30, 2015, the Bankruptcy Court continued the hearing. On August 3, 2015, the Debtors filed an amended and restated motion seeking Court authority to, among other things, assume the Prairie APAs pursuant to section 365 of the Bankruptcy Code; close the Prairie Transactions; subject to the terms of the Prairie APAs, sell the Prairie Assets free and clear of all liens, claims, and encumbrances pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 6004; assume and assign underlying contracts and leases pursuant to section 365 of the Bankruptcy Code; and compelling Prairie to close the Prairie Transactions with notice of hearing [Docket No. 730] (the “Amended and Restated Prairie Motion”). On August 10, 2015, the Committee filed a statement of support of the Amended and Restated Prairie Motion. On August 14, 2015, Prairie filed a limited objection to the Amended and Restated Prairie Motion, asserting that, among other things, the Bankruptcy Code does not authorize an order compelling Prairie to close the Prairie APAs or to do so on a specific date. The hearing to consider the Amended and Restated Prairie Motion is scheduled to begin on August 18, 2015.

In the months leading up to the Petition Date, the Debtors’ management had to address increasingly severe pressures on its financial condition due to continued weakened demand for coal. In the first quarter of 2015, it became apparent that Patriot would have difficulty obtaining an unqualified audit opinion by March 31, 2015, which would have been an event of default under its secured debt instruments. And unless cured 30 days thereafter, this default would have accelerated (and cross-accelerated) Patriot’s approximately \$797 million secured capital structure. Additionally, Patriot was in jeopardy of not satisfying certain financial covenants. Accordingly, the Debtors and their advisers negotiated and obtained on March 31, 2015 requisite amendments from their lenders that provided further time to explore options to secure additional liquidity and/or effectuate a going-concern sale and/or restructuring transaction (collectively, the “March 31 Amendments”). Also over the months leading up to the Petition Date, the Debtors explored numerous strategic alternatives and engaged in multiple efforts to sell assets.

*First*, Patriot engaged in extensive negotiations with purchasers interested in one of their underground mining complexes known as Federal. These discussions led to significant indications of interest for a sale of Federal. As part of the March 31 Amendments, however, the Debtors and their lenders agreed to postpone this transaction until it could be confirmed whether a sale outside of a chapter 11 case would obtain the greatest possible value for the asset.

*Second*, Patriot had extensive negotiations regarding the sale of certain reserves at its Huff Creek mine. These discussions led to an agreement in principle for a transaction slated to close by April 30, 2015. As part of the March 31 Amendments, it was agreed that Patriot could retain 50 percent of the Huff Creek asset-sale proceeds for general corporate purposes, and the other 50 percent would be used to collateralize a debt service reserve for the Prepetition LC Facility. In the last week of April, however, a series of complications arose that precluded consummation of this transaction, and Patriot's consequent inability to utilize these expected sale proceeds was a further material strain on liquidity.

*Finally*, and most significantly, in the weeks leading up to the Petition Date, the Debtors began extensive negotiations with Blackhawk with regard to a transaction acquiring essentially all of the Debtors' operating assets (excluding, among other assets, Federal) and many of their reserves (including Huff Creek). Discussions with Blackhawk ultimately resulted in the Blackhawk APA, discussed in more detail in Article IV.B.5.a of this Disclosure Statement.

The Debtors are subjecting the Blackhawk Transaction to an overbid process to ensure that they maximize value and recoveries for their stakeholders.

#### **ARTICLE IV. THE CHAPTER 11 CASES AND CERTAIN SIGNIFICANT EVENTS AND INITIATIVES**

On May 12, 2015, each Debtor filed with the United States Bankruptcy Court for the Eastern District of Virginia a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have continued to operate their businesses and manage their properties as debtors in possession in accordance with sections 1107 and 1108 of the Bankruptcy Code. The following comprises a general summary of the Chapter 11 Cases including, without limitation, a discussion of the Debtors' restructuring and business initiatives since the Petition Date.

##### **A. Overview of Chapter 11**

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. Under chapter 11, a debtor can reorganize its business for the benefit of itself, its creditors and its interest holders. Chapter 11 also promotes equality of treatment for similarly situated creditors and similarly situated interest holders.

The commencement of a chapter 11 case creates an estate that is composed of all of the legal and equitable interests of the debtor as of that date. The Bankruptcy Code provides that the debtor may continue to operate its business and remain in possession of its property as a "debtor in possession."

##### **B. Certain Significant Events and Initiatives during the Chapter 11 Cases**

###### **1. DIP Facility and Case Milestones**

On the Petition Date, the Debtors filed a motion (the "DIP Motion") seeking Bankruptcy Court authority to, among other things: (i) consummate the proposed Debtor-in-Possession Term Loan Agreement (including any amendments, supplements, and modifications thereto, the "DIP Loan Agreement") and enter into a debtor-in-possession financing facility (the "DIP Facility"); (ii) utilize cash collateral; (iii) grant superpriority administrative-expense status to the lenders party to the DIP Loan Agreement (collectively, the "DIP Lenders") to secure all obligations owed thereunder in accordance with the provisions of the Final DIP Order (as defined below) and the other DIP Loan Documents (as defined in the Final DIP Order), as well as automatically perfected security interests in and liens on the DIP Collateral (as defined in the Final DIP Order); and (iv) provide adequate protection to the Prepetition LC/Term Collateral Agent, the Prepetition Term Agent, the Prepetition Term Lenders, the Prepetition LC Agent, the Prepetition LC Lenders, the Prepetition ABL Agent, the Prepetition ABL Lenders, the Prepetition Notes Trustee, and the Prepetition Noteholders (each as defined in the Final DIP Order).

The DIP Facility generally provides for the following:

- a multi-draw term loan of \$100 million in maximum aggregate principal amount (exclusive of interest paid in kind) secured by first-priority priming liens on substantially all of the Debtors' assets, subject only to the Carve Out (as defined in the DIP Loan Agreement), liens that are senior to the liens of the Debtors' prepetition lenders as of the Petition Date, and, with respect to the Priority ABL DIP Collateral, the Prepetition ABL Liens, and the ABL Adequate Protection Liens (each as defined in the Final DIP Order);
- interest payable at a rate of 12 percent plus 2 percent default interest, as applicable, payable in kind;
- borrowings and disbursements made in accordance with the terms of an agreed 13-week budget;
- an initial interim advance of \$30 million funded after entry of an order approving the DIP Facility on an interim basis, followed by intermittent borrowings after entry of the Final DIP Order, in accordance with the terms and conditions set forth in the DIP Loan Agreement; and
- adequate protection for the Debtors' prepetition secured creditors in the form of, among other things, replacement liens, superpriority claims, and the payment of postpetition interest and certain fees and expenses for certain of the Debtors' prepetition secured parties.

On May 15, 2015, the Bankruptcy Court entered an order approving the DIP Motion on an interim basis, allowing the Debtors to access the \$30 million interim advance under the DIP Facility.

On June 1, 2015, the official committee of unsecured creditors (the "Committee") and the Prepetition LC Agent each filed an objection to the DIP Motion being entered on a final basis [Docket Nos. 178, 180]. These objections contended, respectively, that the relief requested would give the DIP Lenders too much control over the Chapter 11 Cases and that the Debtors could not provide the required adequate protection to senior secured creditors. Thereafter, the Debtors and the Committee and Prepetition LC Agent negotiated in good faith to resolve their respective objections. Those negotiations resulted in a resolution of the Committee's objection by, among other things, revising the DIP Loan Agreement's case milestones; however, notwithstanding the parties' efforts to resolve all disputed issues, the Prepetition LC Agent's objection remained outstanding as of the hearing date for the DIP Motion. On June 4, 2015, the Bankruptcy Court overruled the Prepetition LC Agent's objection and entered an order approving the DIP Motion on a final basis [Docket No. 230] (the "Final DIP Order").

The Final DIP Order allows the Committee to commence a contested matter or adversary proceeding (subject to the limitation contained in the Final DIP Order) (a) challenging the amount, validity, or enforceability of the Debtors' prepetition obligations under the Prepetition ABL Facility, Prepetition LC Facility, Prepetition Term Loan Facility, or Prepetition Notes or the perfection or priority of any liens thereunder or (b) otherwise asserting any objections, claims, or causes of action on behalf of the Debtors' estates against the Prepetition Secured Parties (as defined below) no later than 45 days after the appointment of the Committee, provided that such time period may be extended, generally, upon agreement of the Prepetition Secured Parties or by Court order for cause. On July 6, 2015, the Debtors filed a stipulation whereby the Committee's deadline to commence such a challenge would be extended to July 27, 2015 [Docket No. 458].

The Final DIP Order provides the DIP Lenders with, among other things, (a) a first-priority lien on and security interest in all unencumbered assets of the Debtors (other than as contemplated in the immediately succeeding clause (b)), (b) a junior lien on and security interest in all prepetition and postpetition assets of the Debtors that constitute, or would constitute but for the commencement of the Chapter 11 Cases, ABL Priority Collateral (as defined in the First-Lien Intercreditor Agreement), and (c) a first-priority priming lien on and security interest in all assets of the Debtors encumbered by first-priority liens under the Prepetition LC Facility or the Prepetition Term Loan Facility or any liens securing the Prepetition Notes. *See* Final DIP Order ¶ 14. The Final DIP Order additionally granted liens on all of the Debtors' encumbered and unencumbered assets as adequate protection to the Prepetition ABL Agent (on behalf of itself and the Prepetition ABL Lenders), the Prepetition LC/Term Collateral Agent (on behalf of itself, the Prepetition LC Agent, the Prepetition Term Agent, the Prepetition LC

Lenders, the Prepetition Term Lenders, and the other Prepetition LC/Term Secured Parties), and the Prepetition Notes Trustee (on behalf of itself and the holders of Prepetition Notes) (such agents, lenders, and other secured parties, collectively, the “Prepetition Secured Parties”). See Final DIP Order ¶ 25. Accordingly, the Debtors believe no unencumbered assets are available for unsecured creditors; *provided* that the DIP Lenders and the Prepetition Secured Parties have agreed not to take a lien on any avoidance action under chapter 5 of the Bankruptcy Code or any proceeds therefrom.

As noted above, the DIP Facility requires the Debtors to achieve certain case milestones on or prior to their corresponding deadlines, as set forth below.<sup>21</sup>

<u>Date</u>	<u>Milestone</u>
June 30, 2015	Enter into a binding stalking horse asset purchase agreement for the sale of at least four mines and related assets (“ <u>APA</u> ”) through a chapter 11 plan to a potential acquirer, in form and substance reasonably acceptable to the Required Lenders (as defined in the DIP Loan Agreement).
	File bidding procedures motion in form and substance acceptable to the Required Lenders.
July 31, 2015	Entry of order approving bidding procedures motion in form and substance reasonably acceptable to the Required Lenders.
	File disclosure statement and chapter 11 plan incorporating APA, both in form and substance acceptable to the Required Lenders.
August 1, 2015	Either (a) reach agreement with the UMWA for modification of collective bargaining agreements necessary to implement APA or (b) file a motion for relief under sections 1113 or 1114 of the Bankruptcy Code.
September 21, 2015	Deadline for competing bids.
September 28, 2015	Conduct auction (if necessary).
October 1, 2015	Entry of order approving 1113/1114 motion (if the Debtors have not reached an acceptable agreement with the UMWA) with relief necessary to implement APA.
	Entry of order approving winning bidder (subject to plan confirmation) in form and substance reasonably acceptable to the Required Lenders.
October 15, 2015	Entry of order approving Disclosure Statement in form and substance reasonably acceptable to the Required Lenders.
November 23, 2015	Entry of order confirming the Debtors’ chapter 11 plan in form and substance reasonably acceptable to the Required Lenders.
November 30, 2015	Closing / effective date of the Debtors’ chapter 11 plan.

Failure to achieve any of the milestones triggers an event of default under the DIP Facility. The DIP Lenders may, however, extend any of the above dates or modify any of the above milestones with the consent of the Required Lenders, which constitute DIP Lenders holding  $66\frac{2}{3}$  percent of the Outstanding Amount of Term Loans and

<sup>21</sup> As discussed in Article IV.B.5.b of this Disclosure Statement, the Blackhawk APA also contemplates certain case milestones and deadlines, with some of those deadlines occurring earlier than the respective DIP Facility deadlines. Blackhawk has also consented to the extended deadlines provided in the Scheduling Motion and the Auction Scheduling Notice.

the aggregate unused Commitments (each as defined in the DIP Loan Agreement) under the DIP Facility. The DIP Lenders, specifically, have consented to the extended deadlines as provided in the Scheduling Motion and the Auction Scheduling Notice.

## **2. Automatic Stay**

The filing of the Debtors' bankruptcy petitions on the Petition Date triggered the immediate imposition of the automatic stay under section 362 of the Bankruptcy Code, which, with limited exceptions, enjoined all collection efforts and actions by creditors, the enforcement of liens against property of the Debtors and both the commencement and the continuation of prepetition litigation against the Debtors. With certain limited exceptions and modifications as permitted by order of the Bankruptcy Court, the automatic stay remains in effect until the effective date of the Plan.

## **3. Description of Certain Significant First Day Motions and Orders**

On the Petition Date, the Debtors filed numerous "first day" motions seeking various relief intended to ensure a seamless transition of the Debtors' business operations into chapter 11 and facilitate an efficient administration of the Chapter 11 Cases. The relief requested in these motions, among other things, allowed the Debtors to continue certain normal business activities that may not be specifically authorized under the Bankruptcy Code or as to which the Bankruptcy Code may have required prior court approval. Substantially all of the relief requested in the first-day motions was granted by the Bankruptcy Court. These motions and orders are available for review on the website maintained by Prime Clerk for the Chapter 11 Cases at <https://cases.primeclerk.com/PatriotCoal>.

The orders entered pursuant to the Debtors' first-day motions authorized the Debtors to, among other things:

- establish certain notice, case management, and administrative procedures;
- pay prepetition employee wages, salaries, other compensation, and reimbursable expenses, continue an ordinary-course incentive program for non-insiders, continue employee benefits programs in the ordinary course of business, and allow employees and retirees to proceed with outstanding workers' compensation claims;
- continue operating their existing cash management system, honor certain prepetition obligations related thereto, maintain existing business forms, and continue to perform intercompany transactions consistent with historical practice, *see* [Docket No. 4] (the "Cash Management Motion");
- establish procedures to determine adequate assurance for utility providers, under which the utility companies could not discontinue utility services except in certain circumstances;
- honor all customer obligations the Debtors deem appropriate in the ordinary course of business and continue, renew, replace, implement, or terminate any customer practice;
- pay certain prepetition claims of certain critical vendors;
- pay for goods that were ordered prior to the Petition Date but delivered after the Petition Date;
- enter into and perform under coal sale contracts in the ordinary course of business;
- continue, renew, supplement, and purchase insurance coverage and related insurance premium financing agreements;
- continue and renew their surety bond program;



- pay severance, excise, sales, use, franchise, property, environmental, and safety taxes and fees, and other similar taxes and fees; and
- establish procedures to protect the Debtors' estates against the possible loss of valuable tax benefits.

#### **4. Appointment of the Creditors' Committee**

On May 21, 2015, the U.S. Trustee appointed the Committee. The Committee members are Crown Parts & Machine, Inc., Enviromine, Inc., Raleigh Mine & Industrial, Strata Mine Services, LLC, U.S. Bank National Association (as trustee for the Debtors' second-lien notes), the UMWA, and United Mine Workers of America 1974 Pension Plan and Trust. The Committee proposed to retain Morrison & Foerster LLP and Tavenner & Beran PLC as its legal advisors and Jefferies LLC as its investment banker (collectively, the "Committee Advisors").

Since the Committee's formation, the Debtors have consulted with the Committee concerning the administration of the Chapter 11 Cases, and the Committee has remained an active participant in these Chapter 11 Cases. The Debtors have kept the Committee informed of matters relating to the Debtors' business operations and have conferred with, and sought the concurrence of, the Committee to the extent proposed actions and transactions outside of the ordinary course of the Debtors' business would affect the Committee's constituency. The Committee has participated actively with the Debtors' management and professional advisors in reviewing the Debtors' business plans and operations.

#### **5. The Sale Processes and Auctions**

##### **a. Overview**

As of the date hereof, the Debtors have (a) negotiated a transaction to sell certain assets to Blackhawk and (b) negotiated a transaction pursuant to which VCLF will acquire the assets (excluding the Debtors' receivables) not proposed to be acquired in the Blackhawk Transaction and has agreed to assume certain liabilities excluded from the Blackhawk Transaction. As of the date hereof, the Debtors believe consummating the VCLF Transaction (subject to higher or better bids pursuant to the Bidding Procedures) is in the best interests of the estates and, together with the Blackhawk Transaction, facilitates the optimal exit from the chapter 11 cases.

To the extent the VCLF Transaction or a similar sale transaction cannot be consummated, however, the assets not acquired and the liabilities not assumed by Blackhawk in connection with the Blackhawk Transaction will vest in a Liquidating Trust, which, subject to the Claims compromised by the Plan, will assume all of the Debtors' liabilities and obligations excluded from the Blackhawk Transaction, continue to hold all permits not assigned to Blackhawk in connection with the Blackhawk Transaction for active and inactive mining operations that require reclamation activities, and manage all future reclamation activities.

The Bankruptcy Court has approved the Bidding Procedures, described in Article IV.B.6 of this Disclosure Statement, which put in place a process that the Debtors believe will maximize creditor recoveries and allow them to further market test the Blackhawk Transaction and the VCLF Transaction. The Bidding Procedures, described in Article IV.B.6 of this Disclosure Statement, will govern the Debtors' efforts and assist in creating a robust process.

##### **b. The Blackhawk Transaction and Auction**

Blackhawk has agreed to purchase certain of the Debtors' assets and assume certain liabilities through a company (the "Combined Company") that will be capitalized with a combination of debt and equity, pursuant to the terms and conditions set forth in the Blackhawk APA (such transaction, the "Blackhawk Transaction"). A copy of the Blackhawk APA and a summary of the Blackhawk Transaction will be included in the Plan Supplement.

##### **c. The Federal Complex Sale and Process**

In consultation with their advisors, the Debtors determined that selling the Federal Complex could generate material value for their estates and may provide an additional source of recovery for the Debtors' stakeholders

and/or an important source of funding for the Liquidating Trust. Accordingly, contemporaneous with the marketing process for the assets to be sold in connection with the Blackhawk Transaction, the Debtors have marketed the Federal mining complex through competitive bidding as set forth in the Bidding Procedures and, if necessary, via an auction (the "Federal Complex Auction" and together with the Auction, collectively, the "Auctions").

The Debtors did not receive any bids for the Federal Complex as a standalone asset on or before July 21, 2015 at 5:00 p.m. prevailing Eastern Time, which was the initial outside date under the Bidding Procedures to identify a stalking horse bidder with respect to the Federal Complex (a "Federal Stalking Horse Bidder").

**d. The VCLF Transaction**

VCLF has agreed to purchase the assets (excluding the Debtors' receivables) not proposed to be acquired in the Blackhawk Transaction and agree to assume certain liabilities excluded from the Blackhawk Transaction. As of the date hereof, the Debtors believe consummating the VCLF Transaction (subject to higher or better bids pursuant to Bidding Procedures) is in the best interests of the estates and, together with the Blackhawk Transaction, facilitates the optimal available exit from the chapter 11 cases.

The VCLF Transaction, if consummated, will use commercially reasonable efforts to deliver to the Debtors' unsecured creditors and the UMWA (both through intermediate vehicles) distributions of voting equity securities in the VCLF subsidiary that will be engaged in the ongoing business of active coal mining and sales. The equity distributions with respect to this subsidiary, as contemplated by the VCLF Transaction, are as follows:

- up to 25 percent for the benefit of the UMWA;
- up to 5 percent for holders of Allowed General Unsecured Claims, other than the UMWA;
- up to 30 percent to VCLF (or its designees); and
- up to 35 percent to the investment/operating partners of VCLF (and/or their designees).

In connection with the Debtors' sale process VCLF has agreed to serve as the stalking horse bidder for the assets excluded from the Blackhawk Transaction in exchange for the Debtors' agreement to provide certain customary bid protections (collectively, the "VCLF Bid Protections"), including payment of a break-up fee of \$5 million and expense reimbursement of first up to \$2.5 million, and thereafter 50 percent of such amounts in excess of \$2.5 million up to an aggregate cap of \$3.5 million. On September 1, 2015, the Bankruptcy Court entered an order approving the VCLF Bid Protections [Docket No. 1033].

In connection with the VCLF APA, VCLF will acquire certain assets associated with the Federal Complex, Corridor G, Jupiter, all other Logan County assets, and certain other assets (the "VCLF Purchased Assets"). Further information regarding the assets proposed to be acquired by VCLF is available in the VCLF APA, the schedules thereto, and Exhibit K-2 attached to this Disclosure Statement.

VCLF will assume certain liabilities in relation to the VCLF Purchased Assets, including all liabilities with respect to assumed permits, certain post-closing regulatory violations and obligations, mine operating or safety compliance matters related to the condition of the VCLF Purchased Assets or the mining areas of the Purchased Business, compliance with Environmental Laws, environmental, safety or health conditions present at, under or migrating from the VCLF Purchased Assets, Black Lung Liabilities for any transferred employee for whom VCLF is statutorily responsible for, certain environmental liabilities under consent decrees affecting the VCLF Purchased Assets, and certain other obligations (collectively, the "VCLF Assumed Liabilities").

It is a condition to the VCLF Transaction that, following the closing of the sale of the VCLF Purchased Assets, Blackhawk (or if the proposed Blackhawk Transaction does not close, the winning bidder or the Reorganized Debtors) will provide to VCLF (or its affiliates) cash or in-kind contribution reclamation work on permits transferred pursuant to the VCLF Transaction in an amount equal to the difference between the value of the BE 2570 dragline (the "Dragline") and \$9 million, but in any event not less than \$3 million. In addition, the Dragline,

currently covered by the Blackhawk APA, may be transferred free and clear of all liens, claims, and interests to VCLF (or its designee), subject to successful negotiations of the terms of such transfer between Blackhawk and VCLF and VCLF being the winning bidder for the assets contemplated by the VCLF APA.

The Debtors shall have obtained from all necessary parties and/or Governmental Authorities an agreement providing for the release of all of Debtors' officers and directors from any and all liabilities from and after the closing for all operations and activities related to the VCLF Purchased Assets. The various Governmental Authorities are not obligated to provide this release, and may only consider agreement if and when the Debtors have satisfactorily complied with all statutory and regulatory requirements.

To the extent the VCLF Transaction or a similar sale transaction cannot be consummated, however, the assets not acquired and the liabilities not assumed by Blackhawk in connection with the Blackhawk Transaction will vest in a Liquidating Trust, which, subject to the Claims compromised by the Plan, will assume all of the Debtors' liabilities and obligations excluded from the Blackhawk Transaction, continue to hold all permits not assigned to Blackhawk in connection with the Blackhawk Transaction for active and inactive mining operations that require reclamation activities, and manage all future reclamation activities.

The VCLF Transaction is subject to the overbid process described in Article IV.B.6 of this Disclosure Statement. The VCLF Transaction may ultimately facilitate distributions not currently contemplated to other holders of Claims, and the Debtors will disclose terms of such arrangements prior to the Confirmation Hearing. In addition, the VCLF Transaction may ultimately require equity distributions to certain creditors that could result in the dilution of all parties.

#### **6. Bidding Procedures and Overbid Process**

To efficiently solicit, receive, and evaluate bids in a fair and accessible manner, the Debtors developed and proposed the Bidding Procedures to govern the Auction, attached as Exhibit 1 to the order approving, among other things, the Bidding Procedures [Docket No. 406]. The Debtors designed the Bidding Procedures to encourage all entities to put their best bids forward and to maximize the value of the Debtors' estates.

Various parties filed objections to the Bidding Procedures Motion, including the U.S. Trustee [Docket No. 322], the U.S. Department of Labor [Docket No. 307], the UMWA [Docket No. 294], and the Prepetition ABL Agent [Docket No. 327]. These objections contended, among other things, that (a) the bidding schedule was too abbreviated, (b) Blackhawk's break-up fee was excessive, chilling a competitive bidding process, (c) the Bidding Procedures too strongly favored Blackhawk, (d) the Bidding Procedures gave the Debtors too much discretion, and (e) the Bidding Procedures unnecessarily gave Blackhawk certain "outs" with regard to consummating the Blackhawk Transaction.

On June 25, 2015, the Bankruptcy Court entered an order approving, among other things, the Bidding Procedures [Docket No. 406] (the "Bidding Procedures Order").

The salient points of the Bankruptcy Court-approved Bidding Procedures are as follows.

- (a) Bid Requirements. Any proposal, solicitation, or offer to effectuate a Sale (each a "Bid") must be submitted in writing and determined by the Debtors in their business judgment to have satisfied the below requirements, after consultation with:
  - i. counsel to the Committee;
  - ii. counsel to the DIP Lenders;
  - iii. counsel to the Prepetition Term Agent;
  - iv. counsel to the Prepetition LC Agent;

- v. counsel to the Prepetition ABL Agent;
  - vi. counsel to the UMWA; and
  - vii. counsel for Federal Insurance Company, Argonaut Insurance Company, Indemnity National Insurance Company, Travelers Casualty & Surety Company of America, U.S. Specialty Insurance Company, Westchester First Insurance Company, Lexon Insurance Company, and Bond Safeguard Insurance Company (collectively, the “Sureties” and together with the each of the foregoing referenced in clauses (i) through (vi), collectively, the “Consultation Parties”).
- (b) Purchased Assets and Assumed Liabilities. Each Bid must clearly identify the particular assets and liabilities the bidder seeks to acquire, whether in connection with the Blackhawk Sale, the Federal Sale, both, or some combination of the Assets, which combination is determined by the Debtors, after consultation with the Consultation Parties, to be a Qualified Bid. In evaluating a Bid, the Debtors will consider factors that include the assets acquired, cash and non-cash consideration, and liabilities assumed, including environmental liabilities.
- (c) Deposit. Each Bid must be accompanied by a cash deposit of \$17 million (each a “Deposit”). In the case of a Partial Bid (as defined below) the aggregate Deposit on account of all Partial Bids, taken together, to make a Qualified Bid must equal \$17 million and each individual Partial Bid need not be accompanied by a \$17 million Deposit. The Debtors will confer with each Bidder that submits a Partial Bid regarding the adequacy of such Bidder’s Deposit. Each Deposit will be held in an interest bearing escrow account to be identified and established by the Debtors.
- (d) Purchase Price; Minimum Bid. Each Bid must clearly set forth the purchase price to be paid, including cash and non-cash components, if any (the “Purchase Price”).
- i. Each Bid submitted in connection with the Blackhawk Transaction must (a) match the structure provided in the Blackhawk Bid and must satisfy the Blackhawk Initial Overbid, (b) propose an alternative transaction that provides substantially similar or better terms as the Blackhawk Bid including the Blackhawk Initial Overbid, or (c) propose to purchase the Blackhawk Assets for cash, and assume the corresponding liabilities on similar or better terms as the Blackhawk Bid (including with respect to the terms, conditions, and collateral coverage of any proposed post-closing loan facilities to be issued in satisfaction of assumed debt liabilities).
  - ii. Each Bid submitted in connection with the Federal Complex Auction must (a) match the structure provided in the Federal Stalking Horse Bid, if any, and must satisfy the Federal Initial Overbid, (b) propose an alternative transaction that provides substantially similar or better terms as the Federal Stalking Horse Bid including the Federal Initial Overbid, if any, or (c) propose to purchase the Federal Assets for cash, and assume the corresponding liabilities; *provided that* if a Federal Stalking Horse Bid is not selected, Bidders may propose any transaction with respect to the acquisition of the Federal Assets, which proposals the Debtors, in consultation with the Consultation Parties, will evaluate and determine whether such proposals constitute a Qualified Bid.
- (e) Blackhawk Transaction Initial Overbid. The aggregate consideration proposed by each Bid seeking to acquire all of the assets to be acquired pursuant to the Blackhawk Bid must equal or exceed the sum of:
- i. cash or non-cash consideration in an amount equal to the Blackhawk Bid; *plus*
  - ii. cash in an amount equal to the Blackhawk Bid Protections; *plus*

- iii. \$1 million in cash or cash equivalents (together with (i) and (ii) above, collectively, the “Blackhawk Initial Overbid”); *provided, however*, any party entitled under applicable law to do so may submit a credit bid in an amount equal to the Blackhawk Initial Overbid; *provided that* any such credit bid, or any Bid that includes a credit bid, must include cash in an amount necessary to satisfy the Blackhawk Bid Protections, if the Debtors are obligated to pay such protections.
- (f) Federal Sale Initial Overbid. The aggregate consideration proposed by each Bid seeking to acquire all of the assets to be acquired pursuant to the Federal Stalking Horse Bid, if any, must equal or exceed the sum of:
  - i. cash or non-cash consideration in an amount equal to the Federal Stalking Horse Bid, if any; plus
  - ii. cash in an amount equal to the Federal Bid Protections, if any; plus
  - iii. \$250,000 in cash or cash equivalents (together with (i) and (ii) above, collectively, the “Federal Initial Overbid”); *provided, however*, any party entitled under applicable law to do so may submit a credit bid in an amount equal to the Federal Initial Overbid; *provided that* any such credit bid, or any Bid that includes a credit bid, must include cash in an amount necessary to satisfy the Federal Bid Protections, if the Debtors are obligated to pay such protections.
- (g) Markup of Blackhawk APA. Each Bid submitted in connection with the Blackhawk Transaction must expressly include the Bidder’s proposed markup of the Blackhawk APA, including all exhibits and schedules thereto, with an electronic blackline clearly marked to show changes requested by the applicable Bidder.
- (h) Markup of Federal APA. If the Debtors select a Federal Stalking Horse Bidder, then the Debtors will cause a proposed asset purchase agreement (the “Federal APA” and together with the Blackhawk APA and any Winning Bidder’s (as defined in the Bidding Procedures) asset purchase agreement, collectively, the “APAs”), to be served on applicable parties in connection with service of the Federal Stalking Horse Notice. Each Bid submitted in connection with the Federal Sale must expressly include the Federal APA with a blackline clearly marked to show changes requested by the applicable Bidder. If no Federal Stalking Horse Bid has been selected, any Bidder submitting a Bid in connection with the Federal Assets must include a proposed Federal APA in connection with such Bid.
- (i) Bids for Blackhawk Assets and Blackhawk Excluded Assets. To the extent a Bidder bids on a combination of Blackhawk Assets and Blackhawk Excluded Assets (including the Federal Assets), such Bidder may make such Bid by submitting a markup of the Blackhawk APA only.
- (j) Bids for Individual Assets or Combinations of Assets. Bidders may submit Bids for individual Assets or combinations of Assets and are not required to submit Bids for all Assets proposed to be included in the Blackhawk Sale or the Federal Sale (a “Partial Bid”). Partial Bids must include a markup of the Blackhawk APA, including all exhibits and schedules thereto. The Debtors shall determine, after consultation with the Consultation Parties, whether Partial Bids constitute Qualified Bids. Generally, to be considered a Qualified Bid, the Debtors, in consultation with the Consultation Parties, must conclude that the Partial Bid, when taken together with other Bids or Partial Bids, satisfies the criteria for being a Qualified Bid.
- (k) Bids for Other Excluded Assets. The Debtors are also soliciting Bids by the Bid Deadline for all other Excluded Assets, in addition to the Federal Complex, and such Bids may be made in conjunction with the Blackhawk Sale and/or the Federal Sale, or may be made for individual or collections of Excluded Assets. The Debtors reserve the right to conduct auctions for one or more

Excluded Assets and to sell Excluded Assets if the Debtors determine, after consultation with the Consultation Parties, that a Bid for an Excluded Asset is acceptable. The Debtors also reserve the right not to sell any Excluded Assets if the Debtors determine, after consultation with the Consultation Parties, that there are no acceptable Bids for such Assets.

- (l) Same or Better Terms; Bid Documents. Except as otherwise provided in the Bidding Procedures, each Bid must be, in the Debtors' reasonable business judgment, after consultation with the Consultation Parties, substantially on the same or better terms than the terms of the applicable APA. Each Bid must include duly executed, ancillary transaction documents necessary to effectuate the transactions contemplated in the Bid (such documents, the "Bid Documents").
- (m) Employee Obligations. To be a Qualified Bid, each Bid must expressly propose a treatment of the CBAs, pension obligations, and other post-employment benefits (collectively, the "Employee Obligations").
- (n) Demonstrated Financial Capacity; Committed Financing. Any Bidder must have, in the Debtors' reasonable business judgment, after consultation with the Consultation Parties, the necessary financial capacity to consummate the proposed transactions required by its Bid. Each Bid must also include, by the Bid Deadline, committed financing, documented to the Debtors' reasonable satisfaction, after consultation with the Consultation Parties, that demonstrates the Bidder has received sufficient debt and/or equity funding commitments to satisfy the Bidder's Purchase Price and other obligations under its Bid, including the identity and contact information of the specific person(s) or entity(s) responsible for such committed financing whom Centerview and Kirkland & Ellis LLP should contact regarding such committed financing, and such demonstration shall include the ability to replace all surety bonds associated with the acquired Assets and the related permits, if applicable. Such funding commitments or other financing shall not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals, and shall have covenants and conditions reasonably acceptable to the Debtors after consultation with the Consultation Parties.
- (o) Identity. Each Bid must fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid (including each equity holder or other financial backer of the Bidder if such Bidder is an entity formed for the purpose of consummating the proposed transaction contemplated by such Bid), and the complete terms of any such participation. Under no circumstances shall any undisclosed principals, equity holders, or financial backers be associated with any Bid. Each Bid must also include contact information for the specific person(s) whom Centerview and Kirkland & Ellis LLP should contact regarding such Bid.
- (p) Contingencies; No Financing or Diligence Outs. Any Bid shall not be conditioned on the obtaining or the sufficiency of financing or any internal approval, or on the outcome or review of due diligence, but may be subject to the accuracy at the closing of specified representations and warranties or the satisfaction at the closing of specified conditions, which shall not be more burdensome, in the Debtors' reasonable business judgment after consultation with the Consultation Parties, than those set forth in the applicable APA.
- (q) Irrevocable. A Bidder's Bid shall be irrevocable unless and until the Debtors, after consultation with the Consultation Parties, accept a higher Qualified Bid or Bids and such Bidder is not selected as the Backup Bidder.
- (r) Expenses. Each Bidder presenting a Bid or Bids shall bear its own costs and expenses (including legal fees) in connection with the proposed transaction.
- (s) Authorization. Each Bid must contain evidence that the Bidder has obtained authorization or approval from its Board of Directors (or a comparable governing body acceptable to the Debtors) with respect to the submission of its Bid and the consummation of the transactions contemplated in such Bid.

- (t) As-Is, Where-Is. Each Bid must include a written acknowledgement and representation that the Bidder: (i) has had an opportunity to conduct any and all due diligence prior to making its offer; (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the assets in making its Bid; and (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the completeness of any information provided in connection therewith or the Auctions, except as expressly stated in the Bidder's proposed APA.
- (u) Adequate Assurance of Future Performance. Each Bid must demonstrate, in the Debtors' and Centerview's reasonable business judgment, and after consultation with the Consultation Parties, that the potential Bidder can provide adequate assurance of future performance under all executory contracts and unexpired leases to be assumed pursuant to any proposed Sale.
- (v) Government Approvals. Each Bid must include a description of all governmental, licensing, regulatory, or other approvals or consents that are required to close the proposed Sales, together with evidence satisfactory to the Debtors, after consultation with the Consultation Parties, of the ability to obtain such consents or approvals in a timely manner, as well as a description of any material contingencies or other conditions that will be imposed upon, or that will otherwise apply to, the obtainment or effectiveness of any such consents or approvals.
- (w) Government Approvals Timeframe. Each Bid must set forth an estimated timeframe for obtaining any required internal, governmental, licensing, regulatory or other approvals or consents for consummating any proposed Sale.
- (x) Acknowledgment. Each Bid must include a written acknowledgement that the Bidder agrees to all of the terms for sale set forth in these Bidding Procedures.

**a. Bid Deadline**

Each Bid must be transmitted via email (in .pdf or similar format) to the Recipient Parties (as defined in the Bidding Procedures) so that the Recipient Parties actually receive the Bid on or before September 4, 2015, at 5:00 p.m., prevailing Eastern Time (the "Bid Deadline"), or such later date as is reasonably determined by the Debtors in their business judgment, after consultation with the Consultation Parties. Pursuant to the Auction Scheduling Notice, the Debtors will notify each Bidder whether its Bid is a Qualified Bid no later than September 18, 2015, at 5:00 p.m., prevailing Eastern Time. As noted in Article IV.B.1 of this Disclosure Statement, the DIP Lenders have consented to the extension of the date for the Auctions pursuant to the Auction Scheduling Notice.

**b. The Auctions**

If one or more Qualified Bids (in addition to the Blackhawk Bid and Federal Stalking Horse Bid, if any) are received by the Bid Deadline in connection with either the Blackhawk Transaction or the Federal Sale, the Debtors will conduct the Auctions to determine the Winning Bidders. Pursuant to the Auction Scheduling Notice, the Auctions, if necessary, will take place on September 21, 2015, at 10:00 a.m., prevailing Eastern Time, at the offices of Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York (or at another location announced by the Debtors prior to any Auction), or such later date and time as selected by the Debtors (in consultation with Blackhawk).

If no party submits a Qualified Bid by the Bid Deadline, the Debtors will not hold the Auctions. Notwithstanding anything in the Bidding Procedures to the contrary, the Debtors will not be required to determine that any Bid is the Baseline Bid and may determine not to hold any Auctions if the Debtors determine, after consultation with the Consultation Parties, the Bids to be inadequate. For the avoidance of doubt, the Blackhawk Bid and the Federal Stalking Horse Bid, if any, will be considered Qualified Bids for all purposes under the Bidding

Procedures and at the Auctions, without regard for compliance with the qualification provisions contained in the Bidding Procedures, including, without limitation, the requirement to make a Deposit.

The Debtors and their professionals will direct and preside over the Auctions, and the Debtors will maintain a transcript of all bids made and announced at the Auctions. At the start of the Auctions, the Debtors will also describe the terms of the applicable Baseline Bids. All incremental bids made thereafter will be considered "Overbids" (as defined herein) and must be made and received on an open basis, and all material terms of each Overbid must be fully disclosed to all other Qualified Bidders.

**c. Terms of Overbids**

During the course of the Auction, all Qualified Bidders will have the right to submit bids subsequent to the Debtors' announcement of the Baseline Bids (each such subsequent bid, an "Overbid"). With respect to any of the Sales, any Overbid must, among other things, be made in cash in increments of at least \$250,000 (the "Overbid Increments") as well as comply with the conditions for a Qualified Bid set forth in the Bidding Procedures.

**d. Highest or Otherwise Best Bid**

The Auctions will continue until there is only one Qualified Bid that the Debtors determine in their reasonable business judgment, after consultation with the Consultation Parties, is the highest or otherwise best Qualified Bid with respect to each Sale (each such Qualified Bid, a "Winning Bid", and such Qualified Bidder, a "Winning Bidder"), and that further bidding will not likely result in a Winning Bid acceptable to the Debtors, at which point, the Auctions will close. The Auctions will not close unless and until all Qualified Bidders have had a reasonable opportunity to submit an Overbid at the Auctions to the then-existing Overbid.

With respect to each Sale, such acceptance by the Debtors, after consultation with the Consultation Parties, of the Winning Bid is conditioned upon approval by the Bankruptcy Court of the Winning Bid.

With respect to each Sale, in selecting the Winning Bid, the Debtors, in consultation with the Consultation Parties, may consider all factors, including, without limitation: (a) the amount and nature of the consideration; (b) certainty of closing; (c) the net economic effect of any changes to the value to be received by each of the Debtors' classes of claims or interests from the transaction; and (d) tax consequences of such Qualified Bids.

**e. Backup Bidders**

If the Debtors conduct any Auction in connection with the Sales, the party or parties, as applicable, with the next-highest or otherwise second-best Qualified Bids at the Auctions, as determined by the Debtors in the exercise of their reasonable business judgment, after consultation with the Consultation Parties, must serve as backup bidders (each, a "Backup Bidder"). With respect to each Sale, the Debtors will announce the identity of the Backup Bidders and the amount and material terms of the Qualified Bid of the Backup Bidder (the "Backup Bid") at the conclusion of the Auctions at the same time the Debtors announce the identity of the Winning Bids and the Winning Bidders. Each Backup Bidder must keep its Qualified Bid (or if a Backup Bidder submitted one or more Overbids at the Auctions, its final Overbid) open and irrevocable until the earlier of (i) 5:00 p.m., prevailing Eastern time, on the first business day that is 60 days after the date on which the Auctions are concluded, or (ii) the closing of the transaction with the Winning Bidder (the "Outside Backup Date"); *provided, however*, if Blackhawk is the Backup Bidder in connection with the Blackhawk Transaction, then the Outside Backup Date will be October 9, 2015.

With respect to either the Blackhawk Sale or the Federal Sale, if the applicable Winning Bidder fails to consummate an approved Sale, the Debtors, after consultation with the Consultation Parties, may select the applicable Backup Bidder as the Winning Bidder. The Debtors will be authorized, but not required, to consummate the Sale with such Backup Bidder without further order of the Bankruptcy Court or notice to any party. In such case, the defaulting Winning Bidder's Deposit shall be forfeited to the Debtors, and the Debtors specifically reserve the right to seek all available damages from the defaulting Winning Bidder.



**f. Blackhawk Stalking Horse Rights**

To provide an incentive and to compensate Blackhawk for performing the substantial due diligence and incurring the expenses necessary and entering into a stalking horse asset purchase agreement with the knowledge and risk that arises from participating in the sale and subsequent bidding process, the Debtors have agreed to pay Blackhawk, under the conditions and in the amount set forth in the Bidding Procedures Order, a break-up fee in the amount of \$12,000,000 (the “Break-Up Fee”) and to reimburse Blackhawk for fees, costs, and expenses associated with the Blackhawk Bid (including the fees, costs, and expenses of its attorneys, accountants, consultants, and other advisors) in an amount up to \$5,000,000 (the “Expense Reimbursement” and, together with the Break-Up Fee, the “Blackhawk Bid Protections”).

The claims on account of the Blackhawk Bid Protections, if any, will be senior to all administrative expenses other than those afforded to the DIP Lenders, the Debtors’ prepetition lenders, and the Carve Out (as defined in the Final DIP Order) as set forth in the Final DIP Order.

**g. Fiduciary Out**

Importantly, the Bidding Procedures recognize the Debtors’ fiduciary obligations to maximize sale value, and, as such, do not impair the Debtors’ ability to consider all proposals, and preserve the Debtors’ right to modify the Bidding Procedures as necessary or appropriate to maximize value for the Debtors’ estates. For the avoidance of doubt, the Debtors retain the right to pursue any transaction or restructuring strategy that, in the Debtors’ business judgment, will maximize the value of their estates.

**h. Assumption Procedures**

The Bid Procedures Order additionally approved certain procedures, if necessary, to facilitate the fair and orderly assumption and assignment of certain executory contracts and unexpired leases (collectively, the “Contracts”) in connection with the Sales (collectively, the “Assumption Procedures”). Generally, the Assumption Procedures:

- (a) outline the process by which the Debtors will serve notice to all counterparties to the Contracts regarding the proposed assumption and assignment and related cure amounts, if any, informing such parties of their right and the procedures to object thereto; and
- (b) establish objection and other relevant deadlines and the manner for resolving disputes relating to the assumption and assignment of the Contracts to the extent necessary.

**i. Update on the Debtors’ Marketing Process**

Consistent with the terms of the Bidding Procedures, the Debtors, with the assistance of their advisors, have continued to engage in an extensive marketing process in an effort to determine whether an alternative transaction may provide more value to their estates and better treatment for their creditors than the Blackhawk Transaction. In connection therewith, the Debtors and their investment banker, Centerview, developed a comprehensive list of potential buyers and investors that they believed may be interested in acquiring the assets to be purchased by Blackhawk in the Blackhawk Transaction or the Blackhawk Excluded Assets. As of the date hereof, the Debtors and Centerview have identified and contacted 75 potential buyers, ranging from strategic purchasers to potential private equity partners. This group included 37 potential strategic purchasers and 38 potential financial buyers.

Of these 75 parties, 21 executed non-disclosure agreements and 19 requested and were granted access to diligence materials through a virtual data room. The Debtors’ data room provided extensive information regarding the Debtors’ business and financial condition, including (a) the Debtors’ organizational documents (b) the Debtors’ historical financials, business plan and financial projections, (c) the Debtors’ real estate interests and mining operations, (d) the Debtors’ debt documents, (e) the Debtors’ contracts and leases with key suppliers, vendors, and business partners, (f) the Debtors’ sales and marketing operations, (g) the Debtors’ environment related obligations, (h) the Debtors’ employee headcount, agreements, benefit and pension issues, (i) licensing, permitting, and

regulatory issues, and (j) information on ongoing and potential litigations and claims against the Debtors and their insurance coverage with respect to such claims. Furthermore, the Debtors and their advisors held numerous due diligence discussions with potential bidders, including phone calls, written correspondence, and in-person meetings.

Five of the potential buyers either participated in managements presentations or traveled or sent advisors to the Debtors' operating complexes and/or their headquarters in Scott Depot, West Virginia, for more in-depth conversations with the Debtors' management team and advisors. During these meetings, the Debtors and their advisors provided detailed analysis and responses to the potential bidders' questions.

The Debtors and their advisors have been in active negotiations with one of the potential buyers, VCLF, regarding the VCLF Transaction leading up to the filing of the Disclosure Statement and the VCLF APA. As of the date hereof, the Debtors believe consummating the VCLF Transaction (subject to higher or better bids pursuant to the Bidding Procedures) is in the best interests of the estates and, together with the Blackhawk Transaction, facilitates the best available exit from the chapter 11 cases.

The Bid Deadline occurred on September 4, 2015, at 5:00 p.m., prevailing Eastern Time, and the Qualified Bid Deadline is September 18, 2015, at 5:00 p.m. prevailing Eastern Time. After the Qualified Bid Deadline, the Debtors will evaluate all bids received and determine whether the Blackhawk Transaction and the VCLF Transaction represent the value-maximizing transactions for their estates and creditors.

As of September 9, 2015, financial institutions had not formally committed to provide Blackhawk financing to consummate the Blackhawk Transaction. In the event Blackhawk had not obtained committed financing on or before September 9, 2015, the amount of its breakup fee was to be reduced from \$12 million to \$6 million.

On September 18, 2015, Blackhawk submitted its asset purchase agreement in connection with the Qualified Bid Deadline.

When evaluating bids, the Debtors will take into account execution risk, including the existence and strength of a party's financing commitments relative to other bidders, and may select a lower but more certain bid over a higher but more conditional bid. For the avoidance of doubt, the Debtors will consider bids in any form and reserve their right to implement the Blackhawk Transaction or any higher or better competing bid as an asset sale outside of a chapter 11 plan, subject, in the case of the Blackhawk Transaction, to Blackhawk's express written consent.

## **7. Appointment of the Retiree Committee**

On June 9, 2015, the Non-Union Retiree VEBA and certain of the Debtors' non-union retirees filed a motion to authorize and instruct the U.S. Trustee to appoint an official committee of non-union retirees in accordance with section 1114(d) of the Bankruptcy Code (the "Retiree Committee") [Docket No. 262]. Thereafter, the Debtors began discussions with counsel for the movants and reached a consensual resolution, with U.S. Trustee support, with respect to the Retiree Committee's potential role in the Chapter 11 Cases. On June 25, 2015, the Bankruptcy Court entered the agreed order [Docket No. 399] (the "Retiree Committee Order"), which provided for, among other things: the appointment of the Retiree Committee, having exclusive authority to act as the representative for all of the Debtors' non-union retirees; a \$235,000 cap on the professional legal fees incurred on behalf of the Retiree Committee and chargeable to the Debtors; and the Retiree Committee's discovery process being largely restricted to retiree benefits currently payable or administered by the Debtors to their non-union retirees.

Accordingly, on July 7, 2015, the U.S. Trustee appointed the Retiree Committee in accordance with the Retiree Committee Order. The Retiree Committee proposed to retain Schnader Harrison Segal & Lewis LLP and Stahl Cowen Crowley Addis LLC as its legal advisors.

## **8. Summary of Non-Union Retiree VEBA Treatment**

The Debtors have engaged the Retiree Committee in discussions to reach an agreement on the treatment of the Non-Union Retiree VEBA. In the event those discussions are not successful, the Debtors will seek to modify their obligations to the Non-Union Retiree VEBA pursuant to section 1114 of the Bankruptcy Code.

## **9. Summary of 1974 Pension Plan Treatment**

As described in Articles II.A.4 and III.B.3.b of this Disclosure Statement, certain Debtors participate in the 1974 Pension Plan. As of the date hereof, neither the Blackhawk Transaction nor the VCLF Transaction contemplates the assumption of the Debtors' obligations under the 1974 Pension Plan or any withdrawal liabilities should the Debtors withdraw from such plan. The Debtors submit that their marketing process has confirmed that no buyer or operator of the Debtors' assets would be willing to assume the 1974 Pension Plan because any potential bidder would be exposing itself to significant annual funding costs as well as massive withdrawal or termination liabilities that appear inevitable. Consequently, the Debtors filed their 1113/1114 Motion to, among other things, reject their CBAs to enable the Debtors to completely eliminate their future obligation to contribute to the 1974 Pension Plan by effectuating a complete withdrawal from such plan.

The Debtors submit that all claims arising from withdrawal liability from the 1974 Pension Plan will be General Unsecured Claims. See *In re HNRC Dissolution Co.*, 396 B.R. 461, 480-81 (B.A.P. 6th Cir. 2008). When analyzing this issue in connection with the 1974 Pension Plan, the Bankruptcy Appellate Panel for the Sixth Circuit held that all claims arising from withdrawal liability from the 1974 Pension Plan were general unsecured claims. *HNRC Dissolution*, 396 B.R. at 480-81. In *HNRC Dissolution*, the debtors were parties to collective bargaining agreements with the UMWA that obligated the debtors to contribute to the 1974 Pension Plan. After unsuccessfully attempting to reorganize for two years postpetition, the debtors sold substantially all of their assets through an auction sale contemplated by the debtors' chapter 11 plans. As part of that process, the court approved the debtors' rejection of their collective bargaining agreements, which triggered withdrawal liability against the debtors. When deciding the priority status of the resulting claims, the court held that, although work performed by the debtors' employees during the two-year postpetition period conferred a direct and substantial benefit on the estates, the entire amount of withdrawal liability constituted a general unsecured claim. *Id.* at 476. Reasoning that because withdrawal liability always depends on factors not directly related to the employees' postpetition work, the court held that withdrawal liability cannot be considered a debt incurred for the direct benefit of the estates. *Id.* at 479-81. Accordingly, the Debtors submit that any claim on account of withdrawal liability in connection with the 1974 Pension Plan is a General Unsecured Claim under the Plan.

The 1974 Pension Plan believes that if the Debtors withdraw from the 1974 Pension Plan, some or all of the estimated \$911 million withdrawal liability may be entitled to administrative expense status. The 1974 Pension Plan does not believe that the decision in *HNRC* is binding on the Bankruptcy Court, and believes that the law of the Fourth Circuit may require a different result. The Debtors disagree with the 1974 Pension Plan's position on the classification of the withdrawal liability.

## **10. Section 1113 and 1114 Process**

### **a. Negotiations with the UMWA**

Since the Petition Date, the Debtors have engaged in extensive discussions with both the UMWA and Blackhawk in an attempt to facilitate an agreement on a new collective bargaining agreement. On May 14, 2015, the Debtors met with the UMWA to provide the UMWA with an overview of market conditions, the Debtors' historical financial performance, the reasons and goals for the Debtors' restructuring, including the sale of their assets, and their milestones under the DIP Loan Agreement. Over the next two months, the Debtors formally met with the UMWA another four times, and the Debtors and their advisors participated in multiple conference calls and exchanged numerous e-mails with the UMWA and its advisors. The Debtors additionally provided a significant amount of data to enable the UMWA to evaluate their proposals, making a web-based data room to facilitate the sharing of information available to the UMWA on May 19, 2015.

On May 29, 2015, the Debtors presented their first proposal to the UMWA for a set of terms and conditions on which they believed both Blackhawk and the UMWA could agree, but the UMWA had rejected a significant number of proposed modifications, including with respect to the 1974 Pension Plan. The Debtors next met with the UMWA on June 3, 2015, in Morgantown, West Virginia. During the meeting, the Debtors stated that, while Blackhawk had expressed some willingness to enter into collective bargaining agreements with the UMWA (subject to certain terms and conditions), Blackhawk had indicated that it would not consider any collectively bargaining agreement with the 1974 Pension Plan contributions or other pension-related liabilities. Accordingly, the Debtors provided the UMWA with a second proposal, which the Debtors believed Blackhawk would find acceptable.

The UMWA provided a counterproposal on June 12, 2015, which responded to some of the Debtors' proposed modifications but rejected the majority of the Debtors' proposals, including with respect to the 1974 Pension Plan.

After consulting with Blackhawk, the Debtors delivered their third proposal to the UMWA on June 13, 2015, in response to the UMWA's stated concerns. This proposal provided for, among other things, an increase in the Debtors' proposed wage levels and additional job security protections and offered employer contributions to a 401(k)-type savings plan. After delivering this third proposal, the Debtors and the UMWA engaged in discussions about the substance of the proposal. Following these discussions, and after further consultation with Blackhawk, the Debtors delivered a fourth proposal to the UMWA later in the day on June 13, 2015, which provided additional job security protections and job opportunities for laid-off employees. The UMWA, however, rejected the proposed modifications, including with respect to the 1974 Pension Plan contributions.

On June 18, 2015, after consulting with Blackhawk, the Debtors met with the UMWA via telephone and provided a fifth proposal. Although the parties reached consensus on several issues, the UMWA refused to accept certain provisions of this fifth proposal, including the elimination of the 1974 Pension Plan obligations. In an effort to avoid litigation, on June 22, 2015, after again consulting with Blackhawk, the Debtors made a sixth proposal to the UMWA. The UMWA did not respond to this sixth proposal.

On July 10, 2015, the Debtors made their Proposal to the UMWA on July 10, 2015. With respect to all facilities proposed to be acquired by Blackhawk, the Proposal stated that the applicable CBAs must be rejected, and, following the closing of the Blackhawk Transaction, the rights of Blackhawk and the UMWA would be subject to applicable labor law. The Debtors similarly proposed to terminate the CBAs applicable to the facilities that are not proposed to be acquired by Blackhawk, and, in addition, proposed market terms and conditions under which the Debtors were willing to offer employment following rejection of the applicable CBAs. The UMWA rejected these proposals, insisting on terms (most notably assumption of the UMWA 1974 Pension Plan) that the Debtors believe Blackhawk, or any other potential buyer, would not agree to.

**b. The 1113/1114 Motion**

By July 16, 2015, negotiations with the UMWA had reached an impasse and the Debtors filed the 1113/1114 Motion, whereby the Debtors seek the authority to reject their CBAs and modify their union retiree healthcare benefits in order to satisfy the milestones under the DIP Loan Agreement and the Blackhawk APA.

On August 3, 2015, the UMWA filed an objection to the 1113/1114 Motion [Docket No. 726] (the "UMWA 1113/1114 Objection"). The UMWA 1113/1114 Objection asserted, among other things, that the Debtors' Proposal does not meet the substantive requirements of sections 1113 and 1114 because, among other things: (a) the Debtors have not developed a business plan with respect to the post-emergence liquidating trust and therefore cannot demonstrate that the rejection of the CBAs and proposed modifications to the retiree healthcare benefits are necessary and (b) the Debtors did not negotiate in good faith because the Debtors were locked into an agreement with Blackhawk to reject the CBAs and eliminate retiree healthcare obligations prior to engaging in negotiations with the UMWA. Peabody also filed a limited objection [Docket No. 728] to the 1113/1114 Motion (the "Peabody Limited Objection"), on the basis that the Debtors cannot seek relief under sections 1113 or 1114 of the Bankruptcy Code as to their proposed treatment of certain agreements referenced in the 1113/1114 Motion to which Peabody is a counterparty, including agreements contemplated by the Peabody Settlement arising as part of the 2012-13 Restructuring. The Peabody Limited Objection asserts that the Debtors must seek relief with respect to the

applicable agreements under section 365 of the Bankruptcy Code. On August 7, 2015, the UMWA 1974 Pension Plan filed a response [Docket No. 762] to the 1113/1114 Motion stating, among other things, that the Debtors' withdrawal from the 1974 Pension Plan will cause significant financial harm to that plan. On August 11, 2015, the UMWA 1992 Benefit Plan and its Trustees and the UMWA Combined Benefit Fund and its Trustees filed an objection to the 1113/1114 Motion [Docket No. 808] arguing that, among other things, the Debtors may not modify their Coal Act (or similar statutory obligations) pursuant to section 1114 of the Bankruptcy Code.

A hearing to consider the 1113/1114 Motion was scheduled for September 1, 2015, but the Bankruptcy Court delayed ruling in order for the parties to continue negotiations. The further discussions provided by this additional time proved fruitful and on September 3, 2015, the Debtors announced that a consensual agreement had been reached whereby (a) the Debtors would reject their existing CBAs, (b) Blackhawk and VCLF would, respectively, enter into new, separate collective bargaining agreements with the UMWA, and (c) the Debtors would withdraw the request for relief with respect to certain union-related retiree health obligations. This agreement remains subject in its entirety to the successful consummation of the Blackhawk Transaction as well as ratification by members of the UMWA. Pursuant to this settlement agreement, on September 17, 2015, the Bankruptcy Court entered an agreed order authorizing, but not directing, the Debtors to reject their CBAs, effective upon the date of the Debtors' filing of a notice indicating that the CBAs have been rejected [Docket No 1321].

Additionally, the Debtors reached agreement with the the United Mine Workers of America 1992 Benefit Plan and the United Mine Workers of America Combined Benefit Fund adjourning the 1113/1114 Motion with respect to the Debtors' obligations under the Coal Industry Retiree Health Benefit Act of 1992 (the "Coal Act"). *See* [Docket No. 1018].

**c. Negotiations with the Retiree Committee**

The Debtors are currently engaged in discussions with the Retiree Committee regarding modifications to certain of the Debtors' retiree healthcare benefits. Absent an agreement with the Retiree Committee, the Debtors may file a motion requesting authority to modify such retiree benefits pursuant to section 1114 of the Bankruptcy Code. The Debtors believe that such modification is critical to the successful consummation of the transactions contemplated by the Plan, and the Debtors will continue to seek a consensual resolution with the Retiree Committee.

**11. The Debtors' Key Employee Incentive Plan and Non-Insider Employee Retention Plan**

On July 3, 2015, the Debtors filed a motion seeking entry of an order approving a non-insider employee retention plan (the "Retention Plan") and a key employee incentive plan (the "KEIP") [Docket No. 454] (the "Incentive and Retention Plans Motion"). The proposed Retention Plan provides for up to \$2.88 million in aggregate payments for 47 key non-insider Employees as incentives to remain with the Debtors. The proposed KEIP provides for up to \$1.75 million (subject to certain increases for overachievement up to a cap of \$3.5 million) in aggregate payments for five key members of the Debtors' management team as incentives to meet the significant challenges posed by these chapter 11 cases with undivided attention and commitment. The UMWA, the 1974 Plan, and the U.S. Trustee each objected to the Incentive and Retention Plans Motion [Docket Nos. 489, 505, 531], asserting, among other things, that the payments under the KEIP and the Retention Plan are too high and don't provide proper benchmarks. On July 29, 2015, the Bankruptcy Court overruled the objections and entered an order approving the Retention Plan and KEIP [Docket No. 230].

**12. The Peabody Adversary Proceeding**

On July 28, 2015, Peabody filed an adversary proceeding in the Bankruptcy Court (Case No. 15-03398) (the "Peabody Adversary Proceeding") against Patriot and Heritage seeking (a) a declaration that approximately \$3.1 million in third-party refund payments to Patriot, made in connection with retiree health benefits administered by Patriot (collectively, the "Healthcare Refunds"), belong to Peabody and (b) an order requiring Patriot to pass along such payments to Peabody. *See* [Docket No. 660]. Peabody also moved for a temporary restraining order and preliminary injunction requiring Patriot to escrow the approximately \$3.1 million in a segregated account and preventing Patriot from transferring, spending, or otherwise using any money in such escrow account until otherwise ordered by the Bankruptcy Court [Adv. Proc. Docket No. 3] (the "Peabody Injunction Motion").

On July 30, 2015, Peabody and the Debtors filed a stipulation with the Bankruptcy Court [Adv. Proc. Docket No. 5] (the "Peabody Stipulation"), whereby Peabody agreed to withdraw the Peabody Injunction Motion without prejudice and the Debtors agreed to maintain a minimum balance in its Master Concentration Account (identified in the Cash Management Motion) equal to the sum of approximately \$3.1 million plus any future such refund payments received by Patriot that Peabody asserts ownership over.

On August 28, 2015, the Debtors and Peabody filed a joint motion, seeking approval of a settlement agreement whereby (a) the Debtors would keep approximately \$2 million of the Healthcare Refunds that the Debtors received prior to the filing of the Peabody Adversary Proceeding, (b) the Debtors will pay \$1.1 million to Peabody, (c) the Debtors will pay to Peabody any Healthcare Refunds that the Debtors receive on or after the filing of the Peabody Adversary Proceeding, and (d) the Debtors will instruct applicable third parties to pay all Healthcare Refunds directly to Peabody. *See* [Docket No. 959]. On September 18, 2015, the Bankruptcy Court entered an order approving this settlement agreement. *See* [Docket No. 1327].

### **13. The Initial Plan and Disclosure Statement**

On August 25, 2015, the Debtors filed the Initial Plan. Numerous parties filed reservations of rights and objections with respect to the Initial Plan, including the U.S. Trustee [Docket No. 1106], the UMWA [Docket No. 1129], the Prepetition ABL Agent [Docket No. 1135], the 1974 Pension Plan [Docket No. 1151], the U.S. Environmental Protection Agency, et al. [Docket No. 1168], certain surety bond providers (referenced in Article III.B.3.d of this Disclosure Statement) [Docket No. 1171], the Prepetition LC Agent [Docket No. 1172], and the Committee [Docket No. 1174]. These objections contended, among other things, that (a) the Debtors were not properly allocating the value of the Unencumbered Real Property Leases to holders of General Unsecured Claims, as discussed in Article II.C.3.f of this Disclosure Statement, (b) the third-party releases contemplated by the Initial Plan are improper and unlawful, (c) the Initial Plan did not adequately provide for the payment of all potential Administrative Claims, (d) the Initial Plan did not adequately provide for the future satisfaction of environmental compliance obligations, (e) the Initial Plan did not adequately describe how VCLF may secure regulatory approval of the mining permits required to carry out the mining operations and environmental obligations with respect to the VCLF Purchased Assets, (f) the Initial Plan did not adequately demonstrate the adequate assurance of future performance and cure of defaults with respect to leases sought to be assumed and assigned pursuant to the Initial Plan, (g) the Debtors and Blackhawk have not adequately demonstrated that the Combined Company New ABL will have a sufficient borrowing base, and (h) the Plan Supplement materially modified the Initial Plan.

Following the filing of the Initial Plan, the Debtors continued to engage in negotiations with certain of their lenders to obtain additional financing needed to fund their emergence from chapter 11. As disclosed in Article X.B.5 of the Initial Disclosure Statement, the Debtors conducted a careful review of their operations, financial projections, scheduled liabilities, and liabilities asserted through Proofs of Claims to determine the amounts that must be paid in full in cash or separately funded pursuant to the Plan in connection with the Effective Date. The Debtors have estimated that total emergence costs will be approximately \$30 million to \$50 million, assuming an Effective Date of October 23, 2015. As of the filing of the Initial Disclosure Statement, the Debtors were in preliminary discussions with the DIP Lenders and Blackhawk regarding a commitment to increase the size of the DIP Facility by up to approximately \$30 million to enable the Debtors to fund all emergence costs, including payment of all Cure Costs and Administrative Claims.

These negotiations resulted in a financing commitment of an additional \$30 million (subject to the Blackhawk Transaction closing), which will allow the Debtors to exit chapter 11 by satisfying all emergence costs in full in cash. The terms of this agreement, however, had a material impact on certain aspects of the Initial Plan and, on September 14, 2015, the Debtors filed the Scheduling Motion. On September 16, 2015, the Bankruptcy Court granted the relief requested in the Scheduling Motion, contingent on the Debtors filing the Plan and this Disclosure Statement by September 18, 2015. *See* [Docket No. 1309].

The Plan, as amended from the Initial Plan, contemplates the effectuation of certain restructuring transactions to facilitate the Debtors' reorganization and to raise cash on the balance sheet for the Combined Company, including a rights offering governed by certain procedures set forth in Exhibit D to this Disclosure Statement (the "Rights Offering Procedures"). The Rights Offering proceeds shall be used, together with certain other financing raised or arranged by Blackhawk and/or its lenders, to refinance certain of Blackhawk's capital

structure and facilitate the consummation of the Blackhawk Transaction. The Rights Offering will be open to eligible Holders of Allowed Prepetition LC Facility Claims and eligible Holders of Allowed Prepetition Term Loan Facility Claims (together with the Holders of Allowed Prepetition LC Facility Claims and any eligible affiliates to whom Rights have been transferred in accordance with the Rights Offering Procedures, the “Rights Offering Participants”). In accordance with the Rights Offering Procedures, for an aggregate subscription price of \$13,500,000, each Rights Offering Participant will receive Rights to acquire its Pro Rata share of (a) \$16,875,000 in aggregate initial principal amount of the Combined Company First Lien Term Loan and (b) \$9,250,000 in aggregate initial principal amount of the Combined Company Second Lien Term Loan.

**ARTICLE V.  
SUMMARY OF THE PLAN OF REORGANIZATION**

The Debtors believe that (a) through the Plan, holders of Allowed Claims will obtain a recovery from the Debtors’ estates equal to or greater than the recovery that they would receive if the Debtors’ assets were liquidated under chapter 7 of the Bankruptcy Code and (b) consummation of the Plan will maximize the recovery of Creditors and preserve ongoing employment for many of the Debtors’ employees.

The Plan is attached to this Disclosure Statement as Exhibit A and is incorporated herein by reference.

**A. Overview of the Plan of Organization**

The consummation of a plan of reorganization is the principal objective of a chapter 11 case. A plan of reorganization sets forth the means for satisfying claims against, and interests in, a debtor. Confirmation of a plan of reorganization makes the plan binding upon the debtor, any issuer of securities under the plan and any creditor of, or equity holder in, the debtor, whether or not such creditor or equity holder (i) is impaired under or has accepted the plan or (ii) receives or retains any property under the plan. Subject to certain limited exceptions and other than as provided in the plan itself or the confirmation order, a confirmation order discharges the debtor from any debt that arose prior to the date of confirmation of the plan and substitutes therefor the obligations specified under the confirmed plan.

A chapter 11 plan may specify that the legal, contractual and equitable rights of the holders of claims or interests in certain classes are to remain unaltered by the reorganization effectuated by the plan. Such classes are referred to as “unimpaired” and, because of such favorable treatment, are deemed to accept the plan. Accordingly, a debtor need not solicit votes from the holders of claims or interests in such classes. A chapter 11 plan may also specify that certain classes will not receive any distribution of property or retain any claim against a debtor. Such classes are deemed not to accept the plan and, therefore, need not be solicited to vote to accept or reject the plan. Any classes that are receiving a distribution of property under the plan but are not unimpaired will be solicited to vote to accept or reject the plan.

Prior to soliciting acceptances of the proposed plan, section 1125 of the Bankruptcy Code requires a debtor to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding the plan. To satisfy the requirements of section 1125 of the Bankruptcy Code, the Debtors are submitting this Disclosure Statement to Holders of Claims against the Debtors who are entitled to vote to accept or reject the Plan.

THE REMAINDER OF THIS ARTICLE PROVIDES A SUMMARY OF THE STRUCTURE AND MEANS FOR IMPLEMENTATION OF THE PLAN AND THE CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN, AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE PLAN, INCLUDING ANY SUPPLEMENTS AND SCHEDULES THERETO AND DEFINITIONS THEREIN.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT INCLUDE SUMMARIES OF THE PROVISIONS CONTAINED IN THE PLAN AND IN THE DOCUMENTS REFERRED TO THEREIN. THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT DO NOT PURPORT TO BE PRECISE OR COMPLETE STATEMENTS OF ALL THE TERMS AND PROVISIONS OF THE PLAN OR DOCUMENTS

REFERRED TO THEREIN, AND REFERENCE IS MADE TO THE PLAN AND TO SUCH DOCUMENTS FOR THE FULL AND COMPLETE STATEMENT OF SUCH TERMS AND PROVISIONS OF THE PLAN OR DOCUMENTS REFERRED TO THEREIN.

THE PLAN ITSELF CONTROLS THE ACTUAL TREATMENT OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTORS UNDER THE PLAN AND WILL, UPON THE OCCURRENCE OF THE EFFECTIVE DATE, BE BINDING UPON ALL HOLDERS OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTORS, THE DEBTORS' ESTATES, THE COMBINED COMPANY, ALL PARTIES RECEIVING PROPERTY UNDER THE PLAN, AND OTHER PARTIES IN INTEREST. IN THE EVENT OF ANY CONFLICT BETWEEN THIS DISCLOSURE STATEMENT, ON THE ONE HAND, AND THE PLAN OR ANY OTHER OPERATIVE DOCUMENT, ON THE OTHER HAND, THE TERMS OF THE PLAN AND/OR SUCH OTHER OPERATIVE DOCUMENT SHALL CONTROL.

STATEMENTS AS TO THE RATIONALE UNDERLYING THE TREATMENT OF CLAIMS AND EQUITY INTERESTS UNDER THE PLAN ARE NOT INTENDED TO, AND SHALL NOT, WAIVE, COMPROMISE, OR LIMIT ANY RIGHTS, CLAIMS, OR CAUSES OF ACTION IN THE EVENT THE PLAN IS NOT CONFIRMED.

## **B. Classification and Treatment of Claims and Interests**

The Debtors believe that the Plan provides the best and most prompt possible recovery to Holders of Claims and Interests. Under the Plan, Claims against, and Interests in, the Debtors are divided into different Classes. Under the Bankruptcy Code, claims and equity interests are classified beyond mere "creditors" or "shareholders" because such entities may hold claims or equity interests in more than one class. If the Plan is confirmed by the Bankruptcy Court and consummated, on the Effective Date or as soon as reasonably practicable thereafter (but subject to Article IX of the Plan), the Debtors will make distributions in respect of certain Classes of Claims as provided in the Plan.

### **1. Summary of DIP Claims, Other Administrative Claims and Priority Tax Claims**

#### **a. Treatment of Administrative Claims**

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors to the extent an Allowed Administrative Claim has not already been paid in full or otherwise satisfied during the Chapter 11 Cases, each Holder of an Allowed Administrative Claim will receive, in full and final satisfaction of its Allowed Administrative Claim, Cash equal to the amount of the unpaid portion of such Allowed Administrative Claim either: (1) if such Administrative Claim is Allowed as of the Effective Date, on the Effective Date; (2) if the Administrative Claim is not Allowed as of the Effective Date, the date on which an order of the Bankruptcy Court Allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; or (3) if the Allowed Administrative Claim is based on liabilities incurred by the Debtors' Estates in the ordinary course of their business after the Petition Date, pursuant to the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim, without any further action by the Holder of such Allowed Administrative Claim.

Except as otherwise provided by a Final Order previously entered by the Bankruptcy Court (including the OCP Order and the DIP Orders) or as provided by Article II.B of the Plan, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Debtors no later than the Administrative Claims Bar Date pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the requesting party by the Administrative Claims Objection Bar Date.



**b. Treatment of Professional Fee Claims**

*i. Final Fee Applications*

All final requests for payment of Professional Fee Claims must be filed with the Bankruptcy Court and served on the Debtors (or the Liquidating Trustee) no later than the first Business Day that is sixty days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any prior orders of the Bankruptcy Court in the Chapter 11 Cases, the Allowed amounts of such Professional Fee Claims shall be determined by the Bankruptcy Court.

*ii. Professional Fee Escrow Account*

On the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow. Funds held in the Professional Fee Escrow shall not be considered property of the Debtors' Estates or property of the Liquidating Trust, but shall revert to the Liquidating Trust after all Professional Fee Claims allowed by the Bankruptcy Court have been irrevocably paid in full. The Professional Fee Escrow shall be held in trust for the Professionals and for no other parties until all Professional Fee Claims Allowed by the Bankruptcy Court have been paid in full. Professional Fees Claims shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow when such Claims are Allowed by an order of the Bankruptcy Court. No Liens, claims, or interests shall encumber the Professional Fee Escrow in any way, including with respect to any Liens, claims, or encumbrances securing the DIP Facility. Excess funds remaining in the Professional Fee Escrow Account after all Allowed Professional Fees have been paid shall be transferred to the Liquidating Trust or in accordance with the Description of the Transaction Steps, as applicable.

*iii. Post-Effective Date Fees and Expenses*

Except as otherwise specifically provided in the Plan, on and after the Effective Date, the Debtors or the Liquidating Trustee, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors, the Committee as set forth in Article XII.D of the Plan, or the Liquidating Trust, as applicable. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code or the Interim Compensation Order in seeking retention for services rendered after such date shall terminate, and the Debtors may employ any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

**c. Treatment of DIP Claims**

Pursuant to the DIP Orders, all DIP Claims constitute Allowed Claims. Except to the extent that a Holder of an Allowed DIP Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim, on the Effective Date each Holder of an Allowed DIP Claim shall receive its DIP Lender Distribution.

After the Effective Date, the Liquidating Trust shall continue to reimburse the DIP Agents, DIP Lenders, and Prepetition Agents for the reasonable fees and expenses (including reasonable and documented legal fees and expenses) incurred by the DIP Agents, DIP Lenders, and Prepetition Agents in accordance with the DIP Loan Documents and the DIP Orders. On the Effective Date, the Debtor shall fund, in cash, a deposit (the "Deposit") to cover any costs, fees, expenses and the like (collectively, the "Costs and Expenses") anticipated to be incurred by the DIP Agents, DIP Lenders, and Prepetition Agents in connection with the DIP Loan Documents (and the other costs and expenses provided in the last sentence of this section), including in connection with the release of collateral securing the DIP Claims; provided, however, that if the Deposit is insufficient to cover the amount of the Costs and Expenses, the Liquidating Trust shall pay the DIP Agents, DIP Lenders, and Prepetition Agents the amount of such shortfall upon a demand therefor accompanied by evidence of the incurrence of the Costs and Expenses; provided,

further, however, that if the Deposit exceeds the ultimate amount of the Costs and Expenses actually incurred by the DIP Agents, DIP Lenders, and Prepetition Agents, the excess shall be promptly remitted to the Liquidating Trust. Any remaining amount of the Deposit shall be remitted to the Liquidating Trust within ninety days of the Effective Date. With respect to any professional fees included as part of the Costs and Expenses, such professional fees may be paid by the DIP Agents, DIP Lenders, and Prepetition Agents, as applicable, without advance notice to any other party; provided, however, that the DIP Agents, DIP Lenders, and Prepetition Agents, as applicable, shall provide evidence of the incurrence of such professional fees to the Liquidating Trustee. To the extent that any provisions of the DIP Loan Documents are of a type that survive repayment of the subject indebtedness (e.g., confidentiality provisions, a duty to release collateral, indemnity provisions), such provisions shall remain in effect notwithstanding repayment of the DIP Claims.

**d. Treatment of Priority Tax Claims**

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in sections 511 and 1129(a)(9)(C) of the Bankruptcy Code.

**e. Treatment of U.S. Trustee Statutory Fees**

For the avoidance of doubt, all fees payable pursuant to section 1930 of title 28 of the United States Code due and payable through the Effective Date, and any interest accruing thereto, shall be paid by the Debtors on or before the Effective Date, and amounts due thereafter shall be paid by the Liquidating Trustee or as provided in the Description of the Transaction Steps in the ordinary until the entry of a final decree closing the respective Debtor's Chapter 11 Case. Any deadline for filing claims in these Chapter 11 Cases shall not apply to fees payable by the Debtors pursuant to section 1930 of title 28 of the United States Code or any interest accruing thereto.

**2. Summary of Claims and Interests**

**a. Funding and Satisfaction of Allowed Administrative Claims**

The Plan provides that, unless otherwise agreed, the Debtors will satisfy all Administrative Claims in accordance with section 1129 of the Bankruptcy Code. *See* Plan Article II.

As of the date hereof, the Debtors' estimate there will be Allowed Administrative Claims in an amount of approximately \$75 million. This estimate is subject to further reconciliation and could increase after Governmental Units file Proofs of Claims, which must be filed in advance of the Governmental Bar Date of November 9, 2015 at 5:00 pm prevailing Eastern Time.

**b. Treatment of Professional Fee Claims**

*i. Final Fee Applications*

All final requests for payment of Professional Fee Claims must be filed with the Bankruptcy Court and served on the Debtors (or the Liquidating Trustee) no later than the first Business Day that is sixty days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any prior orders of the Bankruptcy Court in the Chapter 11 Cases, the Allowed amounts of such Professional Fee Claims shall be determined by the Bankruptcy Court.

*ii. Professional Fee Escrow Account*

On the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow. Funds held in the Professional Fee Escrow shall not be considered property of the Debtors' Estates or property of the Liquidating Trust, but shall revert to the Liquidating Trust after all Professional Fee Claims allowed by the Bankruptcy Court have been irrevocably paid in full. The Professional Fee Escrow shall be held in trust for the Professionals and for

no other parties until all Professional Fee Claims Allowed by the Bankruptcy Court have been paid in full. Professional Fee Claims shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow when such Claims are Allowed by an order of the Bankruptcy Court. Any requests for final Professional Fee Claims must be served in accordance with prior orders of the Bankruptcy Court, including the *Order (I) Establishing Interim Compensation Procedures and Reimbursement of Expenses for Retained Professionals and (II) Granting Related Relief* [Docket No. 276]. No Liens, claims, or interests shall encumber the Professional Fee Escrow in any way, including with respect to any Liens, claims, or encumbrances securing the DIP Facility. Excess funds remaining in the Professional Fee Escrow Account after all Allowed Professional Fees have been paid shall be transferred to the Liquidating Trust or in accordance with the Description of the Transaction Steps to be filed in connection with the Plan Supplement on or before September 1, 2015, as applicable.

*iii. Post-Effective Date Fees and Expenses*

Except as otherwise specifically provided in the Plan, on and after the Effective Date, the Debtors or the Liquidating Trustee, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors, the Committee as set forth in Article XII.D of the Plan, or the Liquidating Trust, as applicable. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code or the Interim Compensation Order in seeking retention for services rendered after such date shall terminate, and the Debtors may employ any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

**c. Treatment of DIP Claims**

Pursuant to the DIP Orders, all DIP Claims constitute Allowed Claims. Except to the extent that a Holder of an Allowed DIP Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim, on the Effective Date each Holder of an Allowed DIP Claim shall receive its DIP Lender Distribution.

After the Effective Date, the Liquidating Trust shall continue to reimburse the DIP Agents, DIP Lenders, and Prepetition Agents for the reasonable fees and expenses (including reasonable and documented legal fees and expenses) incurred by the DIP Agents, DIP Lenders, and Prepetition Agents in accordance with the DIP Loan Documents and the DIP Orders. On the Effective Date, the Debtor shall fund, in cash, a deposit (the "Deposit") to cover any costs, fees, expenses and the like (collectively, the "Costs and Expenses") anticipated to be incurred by the DIP Agents, DIP Lenders, and Prepetition Agents in connection with the DIP Loan Documents (and the other costs and expenses provided in the last sentence of this section), including in connection with the release of collateral securing the DIP Claims; provided, however, that if the Deposit is insufficient to cover the amount of the Costs and Expenses, the Liquidating Trust shall pay the DIP Agents, DIP Lenders, and Prepetition Agents the amount of such shortfall upon a demand therefor accompanied by evidence of the incurrence of the Costs and Expenses; provided, further, however, that if the Deposit exceeds the ultimate amount of the Costs and Expenses actually incurred by the DIP Agents, DIP Lenders, and Prepetition Agents, the excess shall be promptly remitted to the Liquidating Trust. Any remaining amount of the Deposit shall be remitted to the Liquidating Trust within ninety days of the Effective Date. With respect to any professional fees included as part of the Costs and Expenses, such professional fees may be paid by the DIP Agents, DIP Lenders, and Prepetition Agents, as applicable, without advance notice to any other party; provided, however, that the DIP Agents, DIP Lenders, and Prepetition Agents, as applicable, shall provide evidence of the incurrence of such professional fees to the Liquidating Trust. To the extent that any provisions of the DIP Loan Documents are of a type that survive repayment of the subject indebtedness (e.g., confidentiality provisions, a duty to release collateral, indemnity provisions), such provisions shall remain in effect notwithstanding repayment of the DIP Claims.

**d. Treatment of Priority Tax Claims**

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Priority Tax

Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in sections 511 and 1129(a)(9)(C) of the Bankruptcy Code.

**e. Treatment of U.S. Trustee Statutory Fees**

For the avoidance of doubt, all fees payable pursuant to section 1930 of title 28 of the United States Code due and payable through the Effective Date, and any interest accruing thereto, shall be paid by the Debtors on or before the Effective Date, and amounts due thereafter shall be paid by the Liquidating Trustee or as provided in the Description of the Transaction Steps in the ordinary until the entry of a final decree closing the respective Debtor's Chapter 11 Case. Any deadline for filing claims in these Chapter 11 Cases shall not apply to fees payable by the Debtors pursuant to section 1930 of title 28 of the United States Code or any interest accruing thereto.

**3. Summary of Claims and Interests**

The categories of Claims and Interests listed below classify Claims and Interests in or against the Debtors for all purposes, including, without express or implied limitation, voting, confirmation and distribution, pursuant to the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest will be deemed classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class, and will be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or Interest is in a particular Class only to the extent that such Claim or Interest is Allowed in that Class and has not been paid or otherwise satisfied prior to the Effective Date. Any Claim or Interest that has been paid or satisfied, or any Claim or Interest that has been amended or superseded, may be adjusted or expunged on the official Claims register without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court. Except as otherwise specifically provided for in the Plan, the Confirmation Order or other order of the Bankruptcy Court (including, without limitation, the DIP Order), or required by applicable non-bankruptcy law, in no event will any Holder of an Allowed Claim be entitled to receive payments that in the aggregate exceed the Allowed amount of such Holder's Claim. In accordance with section 1123(a)(1) of the Bankruptcy Code, DIP Claims, Administrative Claims, Professional Fee Claims, and Priority Tax Claims of the kinds specified in sections 507(a)(2) and 507(a)(8) of the Bankruptcy Code have not been classified, and their treatment is set forth in Article II of the Plan.

The deficiency Claims of each of the Prepetition Secured Parties (if any), as applicable, shall be included in Class 8.

As summarized in Article III of the Plan, the Plan constitutes a separate chapter 11 plan of reorganization for each Debtor. For brevity and convenience, the classification and treatment of Claims and Interests has been arranged in groups.

**1. Class 1 - Other Priority Claims**

- (a) *Classification:* Class 1 consists of all Other Priority Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and compromise of each and every Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim shall, at the sole option of the Debtors or the Liquidating Trustee, as applicable:
  - i. be paid in full in Cash in an amount equal to such Allowed Other Priority Claim by the Debtors on the Effective Date or by the Liquidating Trustee after the Effective Date; or
  - ii. otherwise be treated in any other manner such that the Allowed Other Priority Claim shall be rendered Unimpaired on the later of the Effective Date and the date on

which such Other Priority Claim becomes an Allowed Other Priority Claim or as soon as reasonably practicable thereafter.

- (c) *Voting:* Class 1 is Unimpaired, and Holders of Class 1 Other Priority Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Other Priority Claims are not entitled to vote to accept or reject the Plan.

2. Class 2 - Secured Tax Claims

- (a) *Classification:* Class 2 consists of all Secured Tax Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Secured Tax Claim agrees to a less favorable treatment for such Holder, in exchange for full and final satisfaction, settlement, release, and compromise of each and every Allowed Secured Tax Claim, each Holder of such Claim shall, at the sole option of the Debtors or the Liquidating Trustee, as applicable:
  - i. be paid in full in Cash by the Debtors on the Effective Date in an amount equal to such Allowed Secured Tax Claim; or
  - ii. be paid by the Debtors or the Liquidating Trustee (as applicable), commencing on the Effective Date and continuing over a period not exceeding 5 years from the Petition Date, equal semi-annual Cash payments in an aggregate amount equal to such Allowed Secured Tax Claim, together with interest at the applicable non-default contract rate under non-bankruptcy law, subject to the sole option of the Liquidating Trustee to prepay the entire amount of such Allowed Secured Tax Claim during such time period; or
  - iii. be paid regular Cash payments by the Debtors (on the Effective Date) or the Liquidating Trustee (after the Effective Date), in a manner not less favorable than the most favored non-priority unsecured Claim provided for by the Plan.
- (c) *Voting:* Class 2 is Unimpaired, and Holders of Class 2 Secured Tax Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 2 Secured Tax Claims are not entitled to vote to accept or reject the Plan.

3. Class 3 - Other Secured Claims

- (a) *Classification:* Class 3 consists of all Other Secured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment for such Holder, in exchange for full and final satisfaction, settlement, release, and compromise of each and every Allowed Other Secured Claim, each Holder of such Claim shall, at the sole option of the Debtors or the Liquidating Trustee, as applicable:
  - i. be paid in full in Cash in an amount equal to such Allowed Other Secured Claim by the Debtors on the Effective Date; or
  - ii. receive the collateral securing any such Allowed Other Secured Claim and be paid any interest required to be paid under section 506(b) of the Bankruptcy Code; or

iii. otherwise be treated in any other manner such that the Allowed Other Secured Claim shall be rendered Unimpaired on the later of the Effective Date and the date on which such Other Secured Claim becomes an Allowed Other Secured Claim or as soon as reasonably practicable thereafter.

(c) *Voting:* Class 3 is Unimpaired, and Holders of Class 3 Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 3 Other Secured Claims are not entitled to vote to accept or reject the Plan.

4. Class 4 - Prepetition ABL Facility Claims

(a) *Classification:* Class 4 consists of all Prepetition ABL Facility Claims.

(b) *Allowance:* The Prepetition ABL Facility Claims shall be Allowed as Secured Claims in an aggregate amount with respect to drawn amounts under the Prepetition ABL Drawn LCs and undrawn amounts under the Prepetition ABL Undrawn LCs, respectively, not to exceed \$44,263,955 (plus any unpaid accrued interest, letter of credit fees, and unpaid reasonable fees and expenses as of the Effective Date, to the extent not paid pursuant to the Final DIP Order).

(c) *Treatment:* Except to the extent that a Holder of a Prepetition ABL Facility Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Prepetition ABL Facility Claim:

i. **if the Payout Event occurs**, its Payout Event Class 4 Distribution; or

ii. **if the Payout Event does not occur**,

(A) all indebtedness related to the Prepetition ABL Drawn LCs and all other unpaid Prepetition ABL Obligations:

1. shall be repaid in cash with proceeds from the Combined Company First Lien Term Loan or (at Blackhawk's option) with amounts drawn under the Combined Company New ABL; or
2. to the extent not so repaid, converted into loans drawn under the Combined Company New ABL on a dollar-for-dollar basis (so long as such Combined Company New ABL is in form and substance reasonably satisfactory to the Prepetition ABL Agent); and

(B) each Prepetition ABL Undrawn LC:

1. shall be replaced with letter(s) of credit issued (or deemed issued) under the Combined Company New ABL; provided, that as a condition to such replacement being effective for purposes of this clause (A), each Prepetition ABL Undrawn LC to be considered so replaced shall have been returned to the issuer thereof undrawn or otherwise cancelled in a manner reasonably acceptable to the issuer of such Prepetition ABL Undrawn LC; and/or
2. shall be deemed a letter of credit issued under the Combined Company New ABL in an equal stated face amount (so long as such Combined Company New ABL is in form and substance

reasonably satisfactory to the Prepetition ABL Agent); and/or

3. shall be provided with credit support (which may include cash collateralization with proceeds from the Combined Company First Lien Term Loan) on terms and in amount reasonably acceptable to Blackhawk, the issuer of such Prepetition ABL Undrawn LC and the Prepetition ABL Agent;

To the extent that any provisions of the Prepetition ABL Financing Documents are of a type that survive repayment of the subject indebtedness (*e.g.*, confidentiality provisions, a duty to release collateral, indemnity provisions), such provisions shall remain in effect notwithstanding repayment of the Prepetition ABL Facility; provided, however, that such surviving provisions shall not be an obligation of, nor shall they be binding upon, Blackhawk or the Combined Company.

- (a) *Voting*: Class 4 is Impaired under the Plan. Holders of Prepetition ABL Facility Claims are entitled to vote to accept or reject the Plan.

4. Class 5 - Prepetition LC Facility Claims

- (a) *Classification*: Class 5 consists of all Prepetition LC Facility Claims.
- (b) *Allowance*: The Prepetition LC Facility Claims shall be Allowed as Secured Claims in an aggregate amount with respect to drawn and undrawn amounts under the Prepetition LC Facility not to exceed \$200,000,000.<sup>22</sup>
- (c) *Treatment*: Except to the extent that a Holder of a Prepetition LC Facility Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Prepetition LC Facility Claim, each such Holder thereof shall receive:
  - i. **if the Payout Event occurs**, its Payout Event Class 5 Distribution; or
  - ii. **if the Payout Event does not occur**, its Prepetition LC Facility Distribution.

To the extent that any provisions of the Prepetition LC/Term Loan Financing Documents relating to the Prepetition LC Facility are of a type that survive repayment of the subject indebtedness (*e.g.*, confidentiality provisions, a duty to release collateral, indemnity provisions), such provisions shall remain in effect notwithstanding repayment of the Prepetition LC Facility Claims; provided, however, that such surviving provisions shall not be an obligation of, nor shall they be binding upon, Blackhawk or the Combined Company.

- (d) *Voting*: Class 5 is Impaired under the Plan. Holders of Prepetition LC Facility Claims are entitled to vote to accept or reject the Plan.

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<sup>22</sup> This amount includes contingent claims on account of undrawn letters of credit provided under the Prepetition LC Facility, provided, however, that, upon the Effective Date, the Undrawn LC Facility Claims shall be deemed undisputed. If the Payout Event does not occur, such Undrawn LC Facility Claims shall be Allowed, without any further action, to the extent that undrawn letters of credit provided under the Prepetition LC Facility are subsequently drawn, and such Allowed Undrawn LC Facility Claims, if any, shall be satisfied from the Undrawn LC Facility Claims Reserve.

- (e) *Credit Bid*: The Prepetition LC Facility Lenders' right to credit bid to purchase the Blackhawk Purchased Assets and/or the VCLF Purchased Assets is preserved.

5. Class 6 - Prepetition Term Loan Facility Claims

- (a) *Classification*: Class 6 consists of all Prepetition Term Loan Facility Claims.
- (b) *Allowance*: The Prepetition Term Loan Facility Claims shall be Allowed as Secured Claims in an aggregate amount not to exceed \$250,000,000.
- (c) *Treatment*: Except to the extent that a Holder of a Prepetition Term Loan Facility Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Prepetition Term Loan Facility Claim, each such Holder thereof shall receive:
  - i. **if the Payout Event occurs**, its Payout Event Class 6 Distribution; or
  - ii. **if the Payout Event does not occur**, its Prepetition Term Loan Facility Distribution.

To the extent that any provisions of the Prepetition Term Loan Facility are of a type that survive repayment of the subject indebtedness (*e.g.*, confidentiality provisions, a duty to release collateral, indemnity provisions), such provisions shall remain in effect notwithstanding repayment of the Prepetition Term Loan Facility; provided, however, that such surviving provisions shall not be an obligation of, nor shall they be binding upon, Blackhawk or the Combined Company.

- (d) *Voting*: Class 6 is Impaired under the Plan. Holders of Prepetition Term Loan Facility Claims are entitled to vote to accept or reject the Plan.

6. Class 7 - Prepetition Notes Claims

- (a) *Classification*: Class 7 consists of all Prepetition Notes Claims.
- (b) *Allowance*: The Prepetition Notes Claims shall be Allowed as Secured Claims in an amount not to exceed \$305,504,339.
- (c) *Treatment*: Except to the extent that a Holder of a Prepetition Notes Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Prepetition Notes Claim, each such Holder thereof shall receive:
  - i. **if the Payout Event occurs**, its Payout Event Class 7 Distribution; or
  - ii. **if the Payout Event does not occur**, its Prepetition Notes Distribution.
- (d) *Voting*: Class 7 is Impaired under the Plan. Holders of Prepetition Notes Claims are entitled to vote to accept or reject the Plan.

7. Class 8 - General Unsecured Claims

- (a) *Classification*: Class 8 consists of all General Unsecured Claims.
- (b) *Treatment*: Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to a less favorable treatment of its Allowed General Unsecured Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed General Unsecured Claim, each Holder thereof shall receive its Pro Rata share of:



- (i) **if the Payout Event occurs**, its Payout Event Class 8 Distribution; or
  - (ii) **if the Payout Event does not occur**, its General Unsecured Claims Distribution.
- (c) *Voting*: Class 8 is Impaired under the Plan. Holders of Allowed General Unsecured Claims are entitled to vote to accept or reject the Plan.

8. Class 9 - Intercompany Claims

- (a) *Classification*: Class 9 consists of all Intercompany Claims.
- (b) *Treatment*: Intercompany Claims shall be cancelled without any distribution on account of such Interests.
- (c) *Voting*: Class 9 is Impaired under the Plan. Holders of Intercompany Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

9. Class 10 - Intercompany Interests

- (a) *Classification*: Class 10 consists of all Intercompany Interests.
- (b) *Treatment*: Intercompany Interests shall be cancelled without any distribution on account of such Interests.
- (c) *Voting*: Class 10 is Impaired under the Plan. Holders of Intercompany Interests are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

10. Class 11 - Equity Interests

- (a) *Classification*: Class 11 consists of all Equity Interests.
- (b) *Treatment*: On the Effective Date, all Equity Interests shall be cancelled without any distribution on account of such Interests.
- (c) *Voting*: Class 11 is Impaired under the Plan. Holders of Equity Interests are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

**C. Acceptance or Rejection of the Plan**

**1. Special Provision Governing Unimpaired Claims**

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' rights in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

**2. Class Acceptance Requirement**

A Class of Claims shall have accepted the Plan if it is accepted by at least two-thirds (2/3) in amount of the Allowed Claims in such Class and more than one-half (1/2) in number of Holders of such Claims that have voted on the Plan.

**3. Elimination of Vacant Classes**

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

**4. Confirmation Pursuant to Sections 1129(a) and 1129(b) of the Bankruptcy Code**

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X of the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

**5. Controversy Concerning Impairment**

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date; provided that nothing shall affect or limit the Debtors', Blackhawk's, the Combined Company's, the DIP Lenders', Prepetition LC Secured Parties', Prepetition Term Secured Parties', Prepetition Notes Trustee's, the Prepetition Noteholders', or the Combined Company 1.5 Lien Term Loan Lenders' applicable rights and defenses (whether legal or equitable) in respect of any such Claims, Interests, or Class of Claims or Interests.

**D. Implementation of the Plan**

**1. Sources of Consideration for Plan Distributions**

The Confirmation Order shall be deemed to authorize, among other things, the Restructuring Transactions and the Combined Company 1.5 Lien Term Loan. All amounts and securities necessary for the Debtors (on the Effective Date), the Combined Company, VCLF, or Liquidating Trust (after the Effective Date), as applicable, to make payments or distributions pursuant to this Plan shall be obtained from, among other things, the liabilities assumed, consideration paid by Blackhawk, and Cash raised or held by the Debtors.

**2. Blackhawk Transaction**

Subject to the terms of the Blackhawk Transaction Documents, on the Effective Date, the Debtors shall consummate the Blackhawk Transaction and, among other things, the Blackhawk Purchased Assets shall be transferred to and vest in the Combined Company free and clear of all Liens, Claims, charges, or Encumbrances pursuant to sections 363 and 1123 of the Bankruptcy Code, the Confirmation Order, the Blackhawk APA and the other Blackhawk Transaction Documents. On the Effective Date, the Debtors shall consummate the transactions contemplated by the Blackhawk Transaction Documents pursuant to the terms thereof; provided that the conditions precedent set forth in the Blackhawk Transaction Documents have been satisfied or waived in accordance with the terms thereof. Upon entry of the Confirmation Order by the Bankruptcy Court, all matters provided for under the Blackhawk APA and the other Blackhawk Transaction Documents will be deemed authorized and approved without any requirement of further act or action by the Debtors' shareholders or the Debtors' boards of directors. The Debtors are authorized to execute and deliver, and to consummate the transactions contemplated by, the Blackhawk Transaction Documents, as well as to execute, deliver, file, record and issue any notes, documents (including UCC financing statements), or agreements in connection therewith, without further notice to or order of the Bankruptcy

Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

On and after the Effective Date, the Combined Company may use, acquire, or dispose of property without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Neither Blackhawk, the Combined Company, nor any of their Affiliates shall be deemed, as a result of any action taken in connection with the Blackhawk Transaction Documents, the consummation of the Blackhawk Transaction and any other transaction contemplated by the Blackhawk Transaction Documents, or the transfer or operation of the Blackhawk Purchased Assets (1) to be a legal successor, or otherwise be deemed a successor to all or any of the Debtors; (2) to have, de facto or otherwise, merged with or into all or any of the Debtors; (3) to be an alter ego or a continuation of all or any of the Debtors; or (4) to have any responsibility for any obligations of all or any of the Debtors based on any theory of successor or similar theories of liability, including, without limitation, pursuant to the Black Lung Act or the UMWA 1974 Pension Plan.

Without limiting the generality of the foregoing, except as otherwise expressly provided in the Blackhawk Transaction Documents, Blackhawk, the Combined Company and all of their Affiliates shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and neither Blackhawk, the Combined Company nor any of their affiliates shall have successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor, employment or benefits law, de facto merger or substantial continuity, whether known or unknown as of the closing, then existing or hereafter arising, whether fixed or contingent, asserted or unasserted, liquidated or unliquidated, with respect to the Debtors or their affiliates or any obligations of the Debtors or their affiliates arising prior to the closing, including, but not limited to, liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Blackhawk Purchased Assets prior to the closing.

The transactions contemplated by the Blackhawk Transaction Documents are undertaken by the Debtors and Blackhawk without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided therein to consummate the sale contemplated thereunder shall not affect the validity of such sale (including the assumption, assignment and/or transfer of any Executory Contract or Unexpired Lease), unless such authorization and consummation of such sale are duly stayed pending such appeal. Blackhawk is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code as applicable.

On the Effective Date, (1) the Combined Company, solely in accordance with its operating documents, is authorized to enter into each of the Combined Company Debt Facilities as well as any notes, documents or agreements delivered in connection therewith, including, without limitation, any documents required in connection with the creation or perfection of liens in connection therewith and an intercreditor agreement governing the respective priorities and rights among the Combined Company Debt Facilities; (2) upon the granting of such liens in accordance with the Combined Company Debt Documents and the consummation of the Combined Company Debt Facilities, the lenders under the Combined Company Debt Facilities, including the Prepetition ABL Secured Parties and the Prepetition LC Secured Parties to the extent lenders under the Combined Company Debt Facilities as contemplated by the Plan, shall have valid, binding and enforceable liens on the collateral specified in the documents and agreements governing the Combined Company Debt Facilities; and (3) upon the granting of such guarantees, mortgages, pledges liens and other security interests in accordance with the Combined Company Debt Documents and the consummation of the Combined Company Debt Facilities, the guarantees, mortgages, pledges, liens and other security interests granted to secure the obligations arising under the Combined Company Debt Facilities shall be granted in good faith as an inducement to the respective lenders under the Combined Company Debt Facilities to extend credit thereunder and shall be deemed not to constitute a fraudulent conveyance or fraudulent transfer, shall not otherwise be subject to avoidance, and the priorities of such liens and security interests shall be as set forth in the documents and agreements governing the Combined Company Debt Facilities, including any applicable intercreditor agreements.

Notwithstanding anything in the Plan to the contrary, the Blackhawk Transaction Documents are the only documents that govern the Blackhawk Transaction and, for the avoidance of doubt, the VCLF Transaction

Documents shall have no effect on the Blackhawk Transaction, Blackhawk, or the Combined Company. A copy of the Blackhawk APA and a summary of the Blackhawk Transaction shall be Filed with the Plan Supplement.

For the avoidance of doubt, the Debtors may implement an Alternative Transaction (as defined in the Bidding Procedures Order) and implement the Payout Event as set forth herein and in the Bidding Procedures Order.

### **3. Rights Offering**

The Rights Offering shall consist of a distribution of the Rights in respect of Combined Company First Lien Term Loans and Combined Company Second Lien Term Loans. The Rights Offering will be conducted in accordance with the Rights Offering Procedures and shall be open to Persons that are the Rights Offering Participants as of the Rights Offering Record Date.

Any participation in the Rights Offering shall be Pro Rata for each Holder of Allowed Prepetition LC Facility Claims or Allowed Prepetition Term Loan Facility Claims, as applicable, based on such Holder's face amount ownership of the Prepetition LC Facility Claims or Prepetition Term Loan Facility, as applicable, relative to the total face amount of the Prepetition LC Facility Claims or Prepetition Term Loan Facility, as applicable. The Rights shall be issued to Holders of Prepetition LC Facility Claims on a Pro Rata basis and to Holders of Prepetition Term Loan Facility Claims. For the avoidance of doubt, if the Rights are oversubscribed, Rights will be issued (1) first, to the Holders of Prepetition LC Facility Claims and (2) second, to Holders of Prepetition Term Loan Facility Claims, and any oversubscription within a Class shall be cut back Pro Rata within such Class.

To exercise Rights, a Rights Offering Participant must timely deliver a duly completed and executed Subscription Form and the other documents referenced therein and the Subscription Purchase Price (as calculated pursuant to the Subscription Form) by wire transfer or bank or cashier's check, as set forth in the Subscription Form, in accordance with the Rights Offering Procedures.

A Holder of Claims eligible to participate in the Rights Offering shall be deemed to have relinquished and waived all rights to participate in the Rights Offering to the extent the Subscription Agent for any reason does not receive from such Holder, on or before the Subscription Deadline, a duly completed and executed Subscription Form and the other documents referenced therein and the Subscription Purchase Price (as calculated pursuant to the Subscription Form) by wire transfer or bank or cashier's check, as set forth in the Subscription Form, with respect to such Holder's Rights. The funds contained in the Subscription Accounts shall be refunded to the Rights Offering Participants in accordance with the Rights Offering Procedures.

The Combined Company First Lien Term Loans and the Combined Company Second Lien Term Loans to be issued in connection with the Rights Offering are being issued without registration under the Securities Act or any other state or foreign securities law.

### **4. VCLF Transaction**

Subject to the terms of the VCLF Transaction Documents, on the Effective Date, the Debtors shall consummate the VCLF Transaction and, among other things, the VCLF Purchased Assets shall be transferred to and vest in VCLF free and clear of all Liens, Claims, charges, or Encumbrances pursuant to sections 363 and 1123 of the Bankruptcy Code, the Confirmation Order, the VCLF APA and the other VCLF Transaction Documents. On the Effective Date, the Debtors shall consummate the transactions contemplated by the VCLF Transaction Documents pursuant to the terms thereof; provided that the conditions precedent set forth in the VCLF Transaction Documents have been satisfied or waived in accordance with the terms thereof. Upon entry of the Confirmation Order by the Bankruptcy Court, all matters provided for under the VCLF APA and the other VCLF Transaction Documents will be deemed authorized and approved without any requirement of further act or action by the Debtors' shareholders or the Debtors' boards of directors. The Debtors are authorized to execute and deliver, and to consummate the transactions contemplated by the VCLF Transaction Documents, as well as to execute, deliver, file, record and issue any notes, documents (including UCC financing statements), or agreements in connection therewith, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

The transactions contemplated by the VCLF Transaction Documents are undertaken by the Debtors and VCLF without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided therein to consummate the sale contemplated thereunder shall not affect the validity of such sale (including the assumption, assignment and/or transfer of any Executory Contract or Unexpired Lease), unless such authorization and consummation of such sale are duly stayed pending such appeal. VCLF is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code as applicable.

#### **5. General Settlement of Claims**

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies resolved pursuant to the Plan.

#### **6. Listing of Securities**

None of the securities issued in connection with the Blackhawk Transaction (including the Combined Company Warrants and the Class B Units that may be purchased in accordance therewith) will be listed on a national securities exchange and the Combined Company will not be a reporting company under the Securities Exchange Act upon the Effective Date.

#### **7. Release of Liens**

Except as otherwise provided herein or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, the Blackhawk APA, or the VCLF APA, as applicable, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, and compromised.

Except as otherwise provided in the Blackhawk APA, on the Effective Date all Blackhawk Purchased Assets shall be transferred to the Combined Company free and clear of all Claims, Liens, Encumbrances or Interests pursuant to Sections 363, 365, 1123 and the other applicable sections of the Bankruptcy Code.

Except as otherwise provided in the VCLF APA, on the Effective Date all VCLF Purchased Assets shall be transferred to VCLF free and clear of all Claims, Liens, Encumbrances or Interests pursuant to Sections 363, 365, 1123 and the other applicable sections of the Bankruptcy Code.

#### **8. Cancellation of Securities and Agreements**

On the Effective Date, except as otherwise specifically provided for in the Plan: (1) the obligations of the Debtors under the Prepetition Notes Documents, and any other certificate, share, note, bond, indenture, purchase right, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest, equity or profits interest in the Debtors or any warrants, options or other securities exercisable or exchangeable for, or convertible into, debt, equity, ownership or profits interests in the Debtors giving rise to any Claim or Interest, shall be cancelled as to the Debtors, and the Liquidating Trust shall not have any continuing obligations thereunder; (2) the obligations of the Debtors under the DIP Facility, the Prepetition ABL Facility, the Prepetition LC Facility, the Prepetition Notes Documents and the Prepetition Term Loan Facility shall be fully released, settled, and compromised as to the Debtors, and the Liquidating Trust shall not have any continuing obligations thereunder (and the commitments and obligations (if any) of any of the Prepetition ABL Secured Parties, the Prepetition LC Secured Parties, and/or any of the Prepetition Term Secured Parties to extend any further or future credit or financial accommodations to any of the Debtors, any of their respective subsidiaries or any of their respective successors or assigns under the Prepetition ABL Financing Documents or the Prepetition LC/Term Loan Financing Documents, as applicable, shall fully terminate and be of no further force or effect); and (3) the

obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indentures, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be fully released, settled, and compromised; provided that notwithstanding Confirmation or the occurrence of the Effective Date, any such indenture or agreement that governs the rights of the Holder of a Claim or Interest shall continue in effect solely for purposes of allowing such Holders to receive distributions under the Plan as provided herein. None of the terms and conditions of the Plan, Confirmation or the occurrence of the Effective Date shall (a) constitute a release, waiver, discharge or other modification of any obligations under any of the Intercreditor Agreements owed by any Prepetition Secured Party to any other Prepetition Secured Party pursuant to the terms thereof or (b) prejudice the relative rights, remedies, powers and privileges of any of the Prepetition Secured Parties pursuant to any of the Intercreditor Agreements, including, without limitation, any such rights to enforce the terms and conditions of any Intercreditor Agreement that a Prepetition Secured Party is party to or bound by against any other Prepetition Secured Party party thereto or bound thereby, subject to the Prepetition LC/Term Loan Agent Expenses Priority.

### **9. Restructuring Transactions**

On the Effective Date or as soon as reasonably practicable thereafter, the Debtors, with the consent of the DIP Lenders, the Liquidating Trust, Blackhawk, VCLF, and the Combined Company, each as applicable, may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions under and in connection with the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, each as applicable.

### **10. Corporate Action**

Upon the Effective Date, all actions contemplated by the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable, shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers or officers of the Debtors, or the Liquidating Trust, or any other Entity or Person, including: (1) execution of, entry into and performance under the Blackhawk Transaction Documents; (2) execution of, entry into and performance under the VCLF Transaction Documents; (3) adoption or assumption, as applicable, and assignment to the Combined Company, VCLF, or the Liquidating Trust, as applicable, of Executory Contracts and Unexpired Leases; (4) selection of the managers and officers for the Combined Company; (5) the issuance and distribution of the Combined Company Warrants as provided herein; and (6) all other acts or actions contemplated, or reasonably necessary or appropriate to promptly consummate the transactions contemplated by, the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable, and each of the foregoing documents or agreements (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or the Liquidating Trust Agreement involving the company structure of the Debtors, the Combined Company, or VCLF, as applicable, and any company action required by the Debtors, the Liquidating Trust, Blackhawk, or VCLF in connection therewith, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, authorized persons or officers of the Debtors, Blackhawk, or VCLF, as applicable.

On or (as applicable) prior to the Effective Date, the appropriate officers, managers or authorized persons of the Debtors or the Liquidating Trust (including, any vice-president, president, chief executive officer, treasurer or chief financial officer thereof), as applicable, shall be authorized and directed to issue, execute and deliver the agreements, documents, securities, certificates of incorporation, certificates of formation, bylaws, operating agreements, and instruments contemplated by the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable, (or necessary or desirable to effect the transactions contemplated by the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable) in the name of and on behalf of the Debtors or the Liquidating Trust, as applicable, including any and all agreements, documents, securities and instruments relating to the foregoing. The authorizations and approvals contemplated by Article IV.J of the Plan shall be effective notwithstanding any requirements under non-bankruptcy law.

#### **11. Effectuating Documents; Further Transactions**

On and after the Effective Date, the Liquidating Trust and the managers, officers, authorized persons and members of the board of managers thereof, or the Liquidating Trustee, as applicable, are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, the Liquidating Trust Agreement, as applicable, and the securities issued pursuant to the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable.

#### **12. Exemption from Certain Taxes and Fees**

Pursuant to section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer of property, pursuant to or in connection with this Plan or the Blackhawk Transaction Documents, or the VCLF Transaction Documents shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate federal, state or local (domestic or foreign) governmental officials or agents to forgo the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents evidencing such action or event without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (1) the Blackhawk Transaction; (2) the VCLF Transaction; (3) creation of any mortgage, deed of trust, Lien or other security interest; (4) the making or assignment of any lease or sublease; (5) any Restructuring Transaction; (6) the issuance, distribution and/or sale of any Combined Company Warrants and any other securities of the Debtors or the Combined Company; or (7) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan or the Blackhawk Transaction Documents or the VCLF Transaction Documents, including: (a) any merger agreements; (b) agreements of consolidation, restructuring, disposition, liquidation, or dissolution; (c) deeds; (d) bills of sale; or (e) assignments executed in connection with any Restructuring Transaction occurring under the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents.

#### **13. D&O Liability Insurance Policies**

Notwithstanding anything in the Plan to the contrary, as of the Effective Date, all of the D&O Liability Insurance Policies shall be either assumed by the Liquidating Trust pursuant to section 365(a) of the Bankruptcy Code or assumed as set forth in the Description of the Transaction Steps, as applicable. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained herein, Confirmation of the Plan shall not discharge, impair, or otherwise modify any obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such obligation shall be deemed and treated as an Executory Contract that has been assumed by the Liquidating Trust under the Plan as to which no Proof of Claim need be Filed or treated as set forth the Description of the Transaction Steps, as applicable.

#### **14. Indemnification Provisions**

Notwithstanding anything herein to the contrary or pursuant to the termination, dissolution, or wind down of any or all of the Debtors, the Debtors (if necessary to continue all Indemnification Provisions in full force), as of the Effective Date, shall be deemed to have assumed all Indemnification Provisions and assigned such provisions to the Liquidating Trust as though such Indemnification Provisions were to have full force and effect; provided that the assumption by the Debtors of the Indemnification Provisions and the assignment thereof to the Liquidating Trust shall not be deemed to be an assumption or assignment of the contract, agreement, resolution, instrument or document in which such Indemnification Provisions are contained, memorialized, agreed to, embodied or created (or any of the other terms or provisions thereof) unless, and only to the extent that, such contract, agreement, resolution, instrument or document is a Blackhawk Purchased Asset. All Indemnification Provisions in place on and prior to the Effective Date for current and former officers, directors, managers and employees of the Debtors and their subsidiaries and such current and former officers', directors', managers', and employees' respective Affiliates shall

survive the Effective Date for all Claims related to or in connection with, without limitation, any actions, omissions or transactions occurring prior to the Effective Date; provided that notwithstanding anything herein to the contrary, the Debtors shall not indemnify or assume any Indemnification Provision as to any of the Non-Released Parties for any matter; provided further that, for the avoidance of doubt, in no circumstance shall the Debtors indemnify or assume any indemnification obligation with respect to Peabody or Arch. For the avoidance of doubt, nothing herein shall limit the rights of Blackhawk or the Combined Company against, or the obligations of, any Person or Entity that is a party to any Blackhawk Transaction Documents or any other contract with Blackhawk or the Combined Company, including any contract that is a Blackhawk Purchased Asset.

#### **15. Preservation of Rights of Action**

In accordance with section 1123(b) of the Bankruptcy Code, and except where such Causes of Action have been expressly released, sold or otherwise transferred (including, for the avoidance of doubt, pursuant to Blackhawk Transaction Documents, the VCLF Transaction Documents, and the DIP Orders), the Liquidating Trust shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, and the Liquidating Trustee's rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Liquidating Trustee may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Liquidating Trust. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors, Blackhawk, VCLF, or the Liquidating Trustee, as applicable, will not pursue any and all available Causes of Action against them. Except with respect to Causes of Action as to which the Debtors have released, sold or otherwise transferred to, any Person or Entity on or prior to the Effective Date (pursuant to the Debtor Release, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or otherwise), the Debtors or the Liquidating Trustee, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, sold or otherwise transferred, compromised, or settled in the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or a Bankruptcy Court order, the Liquidating Trustee expressly reserves all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

#### **16. The VCLF Transaction**

The Debtors have negotiated a third-party transaction with VCLF in which VCLF would acquire the assets (excluding the Debtors' receivables) not proposed to be acquired in the Blackhawk Transaction and agree to assume certain liabilities excluded from the Blackhawk Transaction. The VCLF APA is attached hereto as Exhibit K. As of the date hereof, the Debtors believe consummating the VCLF Transaction (subject to higher or better bids pursuant to the Bidding Procedures) is in the best interests of the estates and, together with the Blackhawk Transaction, facilitates the optimal exit from the chapter 11 cases. To the extent the VCLF Transaction or a similar sale transaction cannot be consummated, however, the assets not acquired and the liabilities not assumed by Blackhawk in connection with the Blackhawk Transaction will vest in a Liquidating Trust, which, subject to the Claims compromised by the Plan, will assume all of the Debtors' liabilities and obligations excluded from the Blackhawk Transaction, continue to hold all permits not assigned to Blackhawk in connection with the Blackhawk Transaction for active and inactive mining operations that require reclamation activities, and manage all future reclamation activities.

#### **17. Wind Down and Dissolution of the Debtors**

On and after the Effective Date, the Wind Down and dissolution of the Debtors shall occur pursuant to the Liquidating Trust Agreement and/or the Description of the Transaction Steps, as applicable, any other provision of the Plan, and any applicable orders of the Bankruptcy Court.



**18. Liquidating Trust**

If the VCLF Transaction is not consummated, on the Effective Date, the Liquidating Trust will be formed to purchase the Liquidating Trust Assets and implement the Wind Down. The Liquidating Trust will be established for the primary purpose of purchasing and subsequently liquidating the Liquidating Trust Assets and winding down the Debtors' Estates, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidating Trust. Upon the transfer of the Liquidating Trust Assets as more fully set forth in the Liquidating Trust Agreement, the Debtors will have no reversionary or further interest in or with respect to the Liquidating Trust Assets. For all federal income tax purposes, the beneficiaries of the Liquidating Trust will be treated as grantors and owners thereof and it is intended that the Liquidating Trust be classified as a liquidating trust under Section 301.7701-4 of the Treasury Regulations. Accordingly, for federal income tax purposes, it is intended that the beneficiaries of the Liquidating Trust be treated as if they had received an interest in the Liquidating Trust's assets and then contributed such interests to the Liquidating Trust. The Liquidating Trust will, in an expeditious but orderly manner, liquidate and convert to Cash the Liquidating Trusts Assets, make timely distributions to the beneficiaries of the Liquidating Trust pursuant to the Plan and the Confirmation Order, and not unduly prolong its duration. The Liquidating Trust will not be deemed a successor in interest to the Debtors. Upon the termination of the Liquidating Trust, any excess funds shall be paid to Holders of Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims on a Pro Rata basis (based upon such Holder's face amount Allowed Claim relative to the total face amount of all Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims) as set forth in the Liquidating Trust Agreement.

**19. Liquidating Trustee**

Prior to the commencement of the Confirmation Hearing, the Liquidating Trustee shall be identified by the Debtors, after consultation with the Consultation Parties. If the VCLF Transaction is not consummated, the Liquidating Trustee shall purchase the Liquidating Trust Assets and conduct the Wind Down and shall succeed to such powers as would have been applicable to the Debtors' officers, directors, and shareholders, and the Debtors shall be authorized to be (and, upon the conclusion of the Wind Down, shall be) dissolved by the Liquidating Trustee, all in accordance with the Liquidating Trust Agreement. All property of the Estates not distributed to the Holders of Claims or Interests on the Effective Date, or transferred pursuant to the Blackhawk Transaction Documents, shall be transferred to the Liquidating Trust and managed and distributed by the Liquidating Trustee pursuant to the terms of the Liquidating Trust Agreement and shall be held in the name of the Debtors free and clear of all Claims and Interests except for rights to such distributions provided to Holders of Allowed Claims and Allowed Interests as provided in the Plan. As soon as possible after the Effective Date, the Liquidating Trust shall make a good faith valuation of assets of the Liquidating Trust, and such valuation shall be used consistently by all parties for all federal income tax purposes. Any and all reasonable and documented costs and expenses incurred by the Liquidating Trustee in connection with the Wind Down shall be paid from the funds of the Liquidating Trust, subject to the terms and conditions of the Liquidating Trust Agreement. The Liquidating Trustee shall only file tax returns for Debtors in jurisdictions where such Debtor previously filed tax returns, unless the Liquidating Trustee determines that a tax return is required to be filed due to a change in law, fact, or circumstance on or after the Effective Date. Following the Effective Date and in the event of the resignation or removal, liquidation, dissolution, death, or incapacity of the Liquidating Trustee, the Liquidating Trust Agreement shall provide for the appointment of the successor Liquidating Trustee and, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of the predecessor Liquidating Trustee.

The Person chosen to be the successor Liquidating Trustee shall have such qualifications and experience to enable the Liquidating Trustee to perform his or her obligations under the Plan and under the Liquidating Trust Agreement. The Liquidating Trustee shall be compensated and reimbursed for reasonable costs and expenses as set forth in, and in accordance with, the Liquidating Trust Agreement.

**20. Notice of Implementation of VCLF Transaction or Liquidating Trust**

Prior to, on, or after the Effective Date, the Debtors will file a notice with the Bankruptcy Court indicating whether the Plan shall implement the VCLF Transaction (or a higher or better transaction) or the Liquidating Trust.

**E. Provisions Governing Distributions**

**1. Timing and Calculation of Amounts to Be Distributed**

Except as otherwise provided in the Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions and payments that the Plan provides for Allowed Claims in the applicable Class from the Debtors or Liquidating Trustee, as applicable. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date. Notwithstanding anything to the contrary herein, but subject to the Intercreditor Agreements, no Holder of an Allowed Claim shall, on account of such Allowed Claim, receive a distribution in excess of the Allowed amount of such Claim plus any postpetition interest on such Claim payable in accordance with the Plan. For the avoidance of doubt, nothing herein shall modify the treatment of Claims and Interests set forth in Article III.B of the Plan.

**2. Undrawn LC Facility Claims Reserve**

Amounts to be paid with respect to, or on account of, the Prepetition LC Facility Distribution shall be subject to the Undrawn LC Facility Claims Reserve as set forth herein. A portion of the Prepetition LC Facility Distribution (but excluding the Prepetition LC Facility Rights) shall be held in reserve (the “*Undrawn LC Facility Claims Reserve*”) together with all earnings thereon, if any (net of any expenses relating thereto, such expenses including any taxes imposed thereon or otherwise payable by the reserve), to be distributed on the Prepetition LC Facility Final Distribution Date, as required by this Plan. The Undrawn LC Facility Claims Reserve Agent shall hold in the Undrawn LC Facility Claims Reserve all dividends, payments, and other distributions made on account of, as well as any obligations arising from, the property held in the Undrawn LC Facility Claims Reserve, to the extent that such property continues to be so held at the time such distributions are made or such obligations arise.

The Undrawn LC Facility Claims Reserve Agent shall reserve the Pro Rata share (based upon the total amount of Undrawn LC Facility Claims as of the Effective Date relative to the total amount of Prepetition LC Facility Claims) of the Prepetition LC Facility Distribution (but excluding the Prepetition LC Facility Rights) for potential distribution on account of the Undrawn LC Facility Claims. After all Undrawn LC Facility Claims have become either Allowed Claims or disallowed Claims, the Undrawn LC Facility Claims Reserve Agent shall effect a final distribution to all Holders of Allowed Undrawn LC Facility Claims. The Undrawn LC Facility Claims Reserve shall be closed and extinguished by the Undrawn LC Facility Claims Reserve Agent when all distributions required to be made hereunder shall have been made in accordance with the terms of this Plan. Upon closure of the Undrawn LC Facility Claims Reserve, the Undrawn LC Facility Claims Reserve Agent shall distribute to the Holders of Allowed Prepetition LC Facility Claims (including, without limitation, Allowed Undrawn LC Facility Claims) each Holder’s Pro Rata share (based upon the face amount of such Holder’s Allowed Prepetition LC Facility Claim relative to the total face amount of all Allowed Prepetition LC Facility Claims) of the remaining amount, if any, of the Prepetition LC Facility Distribution held in the Undrawn LC Facility Claims Reserve.

**3. Distributions and Payments Generally**

All distributions and payments under the Plan that are to be made on the Effective Date, if any, shall be made by the Debtors, or to the extent applicable, by the Combined Company or the respective administrative agent in respect of any Combined Company Debt Facilities issued in satisfaction of any Claims. Distributions and payments made after the Effective Date shall be made by the Liquidating Trustee in accordance with the Liquidating Trust Agreement.

**4. Distributions and Payments of the Purchase Price Paid Pursuant to the Blackhawk APA**

Notwithstanding anything to the contrary contained herein, the Purchase Price (as such term is defined in the Blackhawk Transaction Documents) shall be used solely to make distributions and payments under the Plan, whether or not such distributions and payments are made on the Effective Date or thereafter; provided, that, for the avoidance of doubt, the Purchase Price (as such term is defined in the Blackhawk Transaction Documents) shall be payable on the closing date of the transactions contemplated by the Blackhawk Transaction Documents.

**5. Undeliverable Distributions and Unclaimed Property**

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; provided, that, such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six months from the Effective Date. After such date, all unclaimed property or interests in property shall be cancelled or be transferred in accordance with the Description of the Transaction Steps, as applicable, automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or interest in property shall be discharged and forever barred. For the avoidance of doubt, unclaimed property or interests associated with the Blackhawk Transaction shall be canceled.

**F. Disputed Claims**

**1. Resolution of Disputed Claims**

**a. Allowance of Claims**

On or after the Effective Date, the Liquidating Trustee, the Combined Company, or VCLF, as applicable, shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed as of the Effective Date. Except as expressly provided in the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including the Confirmation Order or the DIP Orders, in the Chapter 11 Cases allowing such Claim.

**b. Prosecution of Objections to Claims**

The Debtors prior to and on the Effective Date or the Liquidating Trustee after the Effective Date shall have the exclusive authority to File objections to Claims, settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether such Claims are in a Class or otherwise. From and after the Effective Date, the Liquidating Trustee may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. From and after the Effective Date, the Liquidating Trustee shall have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

**c. Claims Estimation**

Prior to and on the Effective Date, the Debtors, and after the Effective Date, the Liquidating Trustee may, at any time, request that the Bankruptcy Court estimate (a) any Disputed Claim pursuant to applicable law and (b) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, regardless of whether the Debtors or the Liquidating Trustee have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim, contingent Claim or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal

relating to any such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any Disputed Claim, contingent Claim or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim for all purposes under the Plan, including for purposes of distributions, and the Debtors or the Liquidating Trustee may elect to pursue additional objections to the ultimate distribution on such Claim. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or the Liquidating Trustee may elect to pursue any supplemental proceedings to object to any ultimate distribution on account of such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before twenty-one days after the date on which such Claim is estimated. All of the aforementioned Claims and objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

**d. Disputed Claims Reserve**

On or prior to the Effective Date, the Disbursing Agent shall be authorized, but not directed, to establish one or more Disputed Claims Reserves, which Disputed Claims Reserve shall be administered by the Disbursing Agent. The Disbursing Agent may, in its sole discretion, hold Cash in the Disputed Claims Reserve in trust for the benefit of the Holders of Claims ultimately determined to be Allowed after the Effective Date. The Disbursing Agent shall distribute such amounts (net of any expenses, including any taxes relating thereto), as provided herein, as such Disputed Claims are resolved by a Final Order or agreed to by settlement, and such amounts will be distributable on account of such Disputed Claims as such amounts would have been distributable had such Disputed Claims been Allowed Claims as of the Effective Date.

When all Disputed Claims are resolved and either become Allowed or are disallowed by Final Order, to the extent Cash remains in the Disputed Claims Reserve after all Holders of Disputed Claims that have become Allowed and have been paid the full amount they are entitled to pursuant to the treatment set forth for the appropriate Class under the Plan, then such excess Cash shall be distributed (a) if the Payout Event occurs, as part of the Payout Event Cash Pool in accordance with Article III hereof or (b) if the Payout Event does not occur, to the Holders of Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims on a Pro Rata basis (based upon such Holder's face amount Allowed Claim relative to the total face amount of all Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims). For the avoidance of doubt, the Disputed Claims Reserve may be funded with Cash or such other consideration the Debtors determine is appropriate after consultation with the Consultation Parties to address disputes regarding the nature, extent, and value of certain assets the Committee submits to be unencumbered assets.

**e. Expungement or Adjustment of Claims Without Objection**

Any Claim that has been paid, satisfied or superseded may be expunged on the Claims Register by the Debtors or the Liquidating Trustee and any Claim that has been amended may be adjusted thereon by the Debtors or the Liquidating Trustee in both cases without a Claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

**f. Deadline to File Objections to Claims**

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.

**2. Disallowance of Claims**

All Claims of any Entity from which property is sought by the Debtors or the Liquidating Trustee under section 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Liquidating Trustee allege is a transferee of a transfer that is avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the

Bankruptcy Code shall be disallowed if (1) the Entity, on the one hand, and the Debtors or the Liquidating Trustee on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turnover any property or monies under any of the aforementioned sections of the Bankruptcy Code and (2) such Entity or transferee has failed to turnover such property by the date set forth in such agreement or Final Order.

Notwithstanding anything to the contrary herein, the Debtors or the Liquidating Trustee, as applicable, shall not allow, disallow, estimate, dispute, prosecute an objection or take any other action with respect to a Claim that is an Assumed Liability, unless expressly provided for in the Blackhawk APA or otherwise consented to by Blackhawk.

**EXCEPT AS OTHERWISE AGREED BY THE DEBTORS ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER OF THE BANKRUPTCY COURT.**

### **3. Amendments to Claims**

On or after the Effective Date, except as provided in Article II.A of the Plan, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Liquidating Trustee and any such new or amended Claim Filed shall be deemed disallowed and expunged without any further notice to or action, order or approval of the Bankruptcy Court. Executory Contracts and Unexpired Leases

### **4. Treatment of Executory Contracts and Unexpired Leases**

On the Effective Date, the Debtors shall assume and assign the Assumed Contracts and Assumed Leases (each as defined in the Blackhawk APA) to the Combined Company. In addition, on the Effective Date, the Debtors shall assume such Executory Contracts to be assumed and assigned to VCLF, or the Liquidating Trust, as applicable.

On September 1, 2015, the Debtors will File the Schedule of Assumed Executory Contracts and Unexpired Leases. The Debtors may, at any time on or prior to the Effective Date, amend the Schedule of Assumed Executory Contracts and Unexpired Leases in compliance with and in the manner set forth in the Blackhawk Transaction Documents, the VCLF Transaction Documents, or the Liquidating Trust Agreement, as applicable. Notwithstanding anything to the contrary in the Plan, unless otherwise approved in writing in advance by Blackhawk or VCLF, as applicable, the Debtors shall not assume and assign to the Combined Company or VCLF any employment agreement and employee benefit plan except for those employment agreements and employee benefit plans specifically set forth in the Blackhawk Transaction Documents or the VCLF Transaction Documents and, with respect to such employment agreements, only if the employee counterparty thereto executes and delivers to the Debtors and the Combined Company or VCLF, as applicable, an amendment, consent and acknowledgment agreement described in the Blackhawk Transaction Documents in form and substance acceptable to Blackhawk or VCLF, as applicable.<sup>23</sup>

The Confirmation Order shall constitute an order of the Bankruptcy Court under sections 365 and 1123(b) of the Bankruptcy Code approving the assumptions and assignments or rejections described above as of the Effective Date. Unless otherwise indicated, all assumptions and assignments or rejections of Executory Contracts and Unexpired Leases in the Plan will be effective as of the Effective Date. Each Executory Contract and Unexpired Lease assumed and assigned pursuant to the Plan or by Bankruptcy Court order, shall vest in and be fully

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<sup>23</sup> Counterparties that have already received such notice with respect to a lease or executory contract and have already filed a response thereto need not respond again to a subsequent notice with respect to the same lease or executory contract.

enforceable by the applicable assignee in accordance with its terms, except as such terms may have been modified by order of the Bankruptcy Court.

Notwithstanding the foregoing paragraph or anything to the contrary herein, but subject the terms of the Blackhawk Transaction Documents or the VCLF Transaction Documents, as applicable, the Debtors, Blackhawk, and VCLF reserve their respective rights to alter, amend, modify or supplement the Executory Contracts and Unexpired Leases identified in the Plan Supplement prior to the Confirmation Date.

To the extent any provision in any Executory Contract or Unexpired Lease that is assumed or assumed and assigned (as applicable) pursuant to this Plan (including, without limitation, any “change of control” provision) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, or is modified, breached or terminated, or deemed modified, breached or terminated by, (i) the commencement of these Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (ii) any Debtor’s assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (iii) the Confirmation or consummation of this Plan, then such provision shall be deemed waived such that the transactions contemplated by this Plan shall not entitle the non-debtor party thereto to modify or terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease shall be deemed satisfied by the Confirmation of the Plan. This waiver shall apply only to the transactions contemplated by the Plan and shall not constitute a change in the terms of any such contract or lease on a “going forward” basis.

For the avoidance of doubt, any Executory Contract or Unexpired Lease not expressly assumed or assumed and assigned pursuant to this Plan (including the Plan Supplement) shall be deemed rejected as of the Effective Date.

#### **5. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases**

Any Executory Contracts or Unexpired Leases to be assumed and assigned pursuant to the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents that are, or may be, alleged to be in default, shall be satisfied solely by payment of the Cure Cost or by an agreed-upon waiver of the Cure Costs on the Effective Date or as soon as reasonably promptly thereafter or on such other terms as the Combined Company or VCLF, as applicable, and the counterparties to each such Executory Contract or Unexpired Lease may otherwise agree.

The Debtors have caused notices of proposed assumptions and assignments to the Combined Company and proposed Cure Costs and for procedures for objecting thereto and resolution of disputes by the Bankruptcy Court to be served on applicable counterparties. The Debtors will cause notices of proposed assumptions and assignments to VCLF and proposed Cure Costs and for procedures thereto and resolution of disputes by the Bankruptcy Court to be served on applicable counterparties. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related Cure Cost or to proposed adequate assurance of future performance (including, specifically, but without limitation, the strength of the assignee to meet its indemnity obligations under such Executory Contract or Unexpired Lease) must be filed, served and actually received by the Debtors by the Confirmation Objection Deadline. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption and assignment or to the Cure Cost will be deemed to have assented to such matters.

In the event of a dispute regarding: (1) the amount of any Cure Cost; (2) the ability of the Combined Company or VCLF to provide “adequate assurance of future performance” within the meaning of section 365(b) of the Bankruptcy Code, if applicable, under the Executory Contract or the Unexpired Lease to be assumed; or (3) any other matter pertaining to assumption and/or assignment, then such Cure Costs shall be paid immediately following the entry of a Final Order resolving the dispute and approving the assumption and assignment of such Executory Contracts or Unexpired Leases or as may be agreed upon the Debtors, the Combined Company, or VCLF, as applicable, and the counterparty to such Executory Contract or Unexpired Lease; provided that the party who is liable for such cure cost shall have the authority to settle any dispute regarding the amount of any Cure Cost without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

Subject to any cure claims Filed with respect thereto, assumption or assumption and assignment of any Executory Contract or Unexpired Lease pursuant to this Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption or assumption and assignment, in each case as provided in section 365 of the Bankruptcy Code. Any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned by Final Order shall be deemed disallowed and expunged (subject to any cure claims Filed with respect thereto), without further notice to or action, order, or approval of the Bankruptcy Court.

As of the date hereof, the Debtors estimate Cure Costs of approximately \$21.5 million.

#### **6. Claims Based on Rejection of Executory Contracts and Unexpired Leases**

Unless otherwise provided by an order of the Bankruptcy Court, any Proofs of Claim based on the rejection of the Debtors' Executory Contracts or Unexpired Leases pursuant to the Plan or otherwise, must be Filed with the Notice and Claims Agent no later than thirty days after the effective date of rejection of such Executory Contract or Unexpired Lease.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Estates, the Combined Company VCLF, or their property, without the need for any objection by the Debtors or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.F of the Plan. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III.B of the Plan.

Any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to, action, order, or approval of the Bankruptcy Court.

#### **7. Preexisting Obligations to the Debtors under Executory Contracts and Unexpired Leases**

Rejection or repudiation of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors under such contracts or leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Combined Company and VCLF each expressly reserves and does not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased, or services previously received, by the contracting Debtors, the Combined Company, or VCLF, as applicable, from counterparties to rejected or repudiated Executory Contracts or Unexpired Leases.

#### **8. Modifications, Amendments, Supplements, Restatements, or Other Agreements**

Unless otherwise provided in the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan, the Blackhawk Transaction Documents, or VCLF Transaction Documents. Nothing in the immediately preceding sentence shall be deemed to limit, supersede or change the provisions set forth in Article V.G of the Plan.

## **9. Insurance Policies**

Except with respect to those insurance policies and any agreements, documents or instruments relating thereto that are listed on the Schedule of Assumed Executory Contracts and Unexpired Leases or acquired by Blackhawk pursuant to the Blackhawk APA or VCLF pursuant to the VCLF APA, all of the Debtors' insurance policies and any agreements, documents or instruments relating thereto shall be treated as Executory Contracts of the applicable Debtor under the Plan and the Bankruptcy Code and shall be assumed by the applicable Debtor and assigned to the Liquidating Trust in accordance with the terms of the Liquidating Trust Agreement and the Plan. For the avoidance of doubt, any insurance policies, the rights to the proceeds with respect to which are acquired by Blackhawk pursuant to the Blackhawk APA, shall be subject in all respects to section 2.01(l) of the Blackhawk APA. For the avoidance of doubt, any insurance policies, the rights to the proceeds with respect to which are acquired by VCLF pursuant to the VCLF APA, shall be subject in all respects to section 2.01(l) of the VCLF APA.

## **10. Compensation and Benefit Programs**

All employment and severance policies, and all compensation and benefit plans, policies and programs of the Debtors applicable to their respective employees, retirees and directors, including, without limitation, all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life, accidental death and dismemberment insurance plans are treated as Executory Contracts under the Plan and on the Effective Date will be listed on the Schedule of Assumed Executory Contracts and Unexpired Leases and will be rejected unless any of the foregoing is a Blackhawk Purchased Asset or a VCLF Purchased Asset, as applicable, in accordance with the Blackhawk Transaction Documents or the VCLF Transaction Documents, as applicable, in which case the same shall be assumed and assigned to Combined Company or VCLF, as applicable, pursuant to the terms of the Plan and Blackhawk Transaction Documents or VCLF Transaction Documents, as applicable.

## **11. Reservation of Rights**

Neither the exclusion nor inclusion of any contract or lease in the Plan Supplement, nor anything contained in the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Combined Company or VCLF, as applicable, has any liability thereunder. In the event of a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors, the Combined Company, or VCLF, as applicable, shall have ninety days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease as otherwise provided herein.

## **12. Nonoccurrence of Effective Date**

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

## **G. Effect of Confirmation**

### **1. Discharge of Claims and Termination of Interests**

To the maximum extent provided by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in this Plan or in any contract, instrument, or other agreement or document created pursuant to this Plan, the distributions, rights, and treatment that are provided in this Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of



employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim or Proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtors or Affiliates with respect to any Claim or Interest that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests, and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Liquidating Trustee may compromise and settle Claims against the Debtors and their Estates and Causes of Action against other Entities (other than such Claims or Causes of Action that are Purchased Assets).

## **2. Release of Liens**

**Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged.**

## **3. Debtor Release**

**Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, or in any contract, instrument, or other agreement or document created pursuant to this Plan, for good and valuable consideration, on and after the Effective Date, the Debtors and their Estates shall release each Released Party, and each Released Party shall be deemed released and discharged by the Debtors and their Estates, from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any claim or interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the DIP Facility, the Blackhawk Transaction, the Prepetition Facilities, the subject matter of, or the transactions or events giving rise to, any claim or interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents or related agreements, instruments or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, bad faith, or gross negligence, each solely to the extent determined by a Final Order. Notwithstanding anything to the contrary in the foregoing, the Debtor Release shall not release any obligations of any Released Party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.**

**Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor**

**Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors or their Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release, including.**

The Debtors submit that the Debtor Release is fair, equitable and in the best interests of the estate, was negotiated at arm's-length and in good faith by the Debtors, Blackhawk and certain of the Debtors' key economic stakeholders, and reflect the Debtors' prudent business judgment consistent with the relevant standard in this Circuit. The Debtor Release is also crucial to the underlying success of the Plan and ensuring the continued viability of the enterprise as part of the Combined Company on and after the Effective Date. In addition, the Debtors believe the Debtor Release reflects a reasonable balance of the risk and expense of potential litigation, on the one hand, against the benefits of early resolution of disputes and issues, on the other hand, removing what could otherwise be potentially substantial impediments to a prompt and successful emergence from bankruptcy. To that end, the Debtors submit that a lengthy bankruptcy case is not an option, as the Debtors' cash flow forecasts reflect that they will run out of cash in October of 2015 and would no longer be able to operate at that time absent confirmation and consummation of the Plan.

With respect to the Debtors' current and former directors being released under the Plan, the Debtors believe they share an identity of interest with the Debtors. Consistent with responsible business practices, the Debtors maintain insurance policies for their current and past directors and officers and maintain certain indemnification agreements with such parties, such that a judgment against a director or employee must, in certain circumstances, be reimbursed by the Debtors. Accordingly, any lawsuits filed by third parties against these individuals would essentially constitute actions against the Debtors' estates, and adverse judgments could deplete estate assets if they exceed applicable policy limits. As a result, including the Debtors' current and former directors and officers among the parties covered by the releases set forth in the Plan limits the Liquidating Trust's post-emergence obligations and ensures that the Debtors' assets will be preserved to be applied towards enhancing value for the benefit of the Debtors' stakeholders.

#### **4. Third-Party Release**

**As of the Effective Date, except as otherwise provided in the Plan, including, without limitation, Article IV.H of the Plan, or in any contract, instrument or other agreement or document created pursuant to this Plan, the Releasing Parties shall release the Debtors, their Estates, and the Released Parties, and each of the Debtors, their Estates, and the Released Parties shall be deemed released, from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the DIP Facility, the Blackhawk Transaction, the Blackhawk Transaction Documents, the VCLF Transaction, the VCLF Transaction Documents, the Prepetition Facilities, the subject matter of, or the transactions or events giving rise to, any claim or interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Debtor Releasee that constitutes willful misconduct, bad faith, or gross negligence. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release shall not release any obligations of any Released Party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.**

**Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-**

**Party Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released by the Third-Party Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any claim or cause of action released pursuant to the Third-Party Release.**

The Plan defines the “Releasing Parties” as: means, collectively: (a) the Prepetition Agents; (b) the Prepetition Term Lenders; (c) the Prepetition LC Lenders and the Prepetition LC Facility Issuers; (d) the Prepetition ABL Lenders and the Prepetition ABL LC Issuers; (e) the Prepetition Noteholders; (f) the DIP Agent; (g) the DIP Lenders; (h) the Rights Offering Backstop Parties; (i) the Committee; and (j) all other Holders of Claims or Equity Interests, except Holders of any Claims or Equity Interests (x) who vote to reject the Plan, (y) who do not vote to accept or reject the Plan but who timely submit a Ballot indicating their decision to not participate in the Third Party Release set forth in Article VIII.D hereof, or (z) who are in a Class that is deemed to reject the Plan.

Holders of Claims in Voting Classes that do not vote to accept or reject the plan must opt out of the Third-Party Release or they will be bound by the Third-Party Release. Holders of Claims in Voting Classes that vote to reject the Plan will not be bound by the Third-Party Release. Holders of Claims in Voting Classes that vote to accept the Plan will be bound by the Third-Party Release.

The U.S. Trustee, the Committee, the UMWA, the UMWA Pension Funds, Lexcon, and the Sureties each objected to the Disclosure Statement on the basis that the Plan is patently unconfirmable because the Third-Party Release is a non-consensual third-party release that is not permitted in this Circuit. The Debtors submit that these objections are confirmation objections that should not be considered at a hearing to consider approval of the Disclosure Statement. That notwithstanding, the Debtors also respectfully disagree with this characterization.

In the Fourth Circuit, bankruptcy courts have acknowledged the propriety of non-debtor releases and injunctions in situations where the releases and injunctions are an integral part of the plan of reorganization and where such releases are consensual under the circumstances. *See, e.g., In re Neogenix Oncology, Inc.*, 508 B.R. 345, 361 (Bankr. D. Md. 2014) (denying confirmation of plan because requisite consent not given, but acknowledging that consensual releases are permissible in the Fourth Circuit) (citing *Food Lion, Inc. v. S.L. Nusbaum Ins. Agency, Inc.*, 202 F.3d 233 (4th Cir. 2000)); compare with *Behrman v. National Heritage Foundation*, 663 F.3d 704 (analyzing nonconsensual releases under factors set forth in *Class Five Nev. Claimants v. Dow Corning Corp. (In re Dow Corning Corp.)*, 280 F.3d 649 (6th Cir. 2002)). Notably, nondebtor third party releases may be permissible where the requisite consent is given, including where the eligible voting creditors fail to opt-out of the release so long as they receive adequate notice of the release on the ballot. *Neogenix Oncology*, 508 B.R. at 361 (noting similar opt-out mechanism to provide consent in *In re DBSD N. Am., Inc.*, 419 B.R. 179, 218 (Bankr. S.D.N.Y. 2009)); *see also In re Drexel Burnham Lambert Group, Inc.*, 960 F.2d 285, 293 (2nd Cir. 1992) (bankruptcy court has jurisdiction and power to approve release and injunction provisions in a plan of reorganization); *In re DJK Residential LLC*, Case No. 08-10375 (JMP) (Bankr. S.D.N.Y. May 7, 2008) (finding that the exculpation, release, and injunction provisions appropriate because they were fair and equitable, necessary to successful reorganization, and integral to the plan). These authorities clearly demonstrate that the inclusion of such provisions do not make the Plan patently unconfirmable.

Importantly, the Debtors submit that the Third-Party Release proposed in the Plan is a consensual third-party release. Holders of Claims, as defined in the Plan pursuant to §101(5) of the Bankruptcy Code, are not compelled to give the Third-Party Release. The Plan specifically provides that any Holder of a Claim that is entitled to vote on the Plan may elect to opt-out of the Third-Party Release so long as such Holder votes to reject the Plan. In other words, Holders of Claims may vote against the release if they so choose. Notwithstanding the Committee’s arguments to the contrary, an opt out requirement for nonvoting creditors is consensual—so long as the eligible creditor has an opportunity to vote on the Plan, such creditor has the ability to determine whether they wish to consent to the Third-Party Release, and the Third-Party Release provision in the ballots is highlighted and well-described. In addition, the objections fielded by the Committee and the U.S. Trustee to the Debtors’ voting ballots, which provide that any assenting party may opt-out of the Third-Party Release rather than opt-in are not consistent or binding on courts in this Circuit.

## 5. Exculpation

Except as otherwise specifically provided in the Plan, or in any contract, instrument, or other agreement or document created pursuant to this Plan, no Exculpated Party shall have or incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan, or consummating the Plan, the Disclosure Statement, the Blackhawk Transaction Documents, the VCLF Transaction Documents, the Restructuring Transactions, the DIP Facility, the Prepetition Facilities, the issuance, distribution, and/or sale of the Combined Company Warrants or any other security offered, issued, or distributed in connection with the Plan, the Chapter 11 Cases or any contract, instrument, release or other agreement, or document created or entered into in connection with the Plan or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors; *provided*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement; *provided, further*, that the foregoing Exculpation shall have no effect on the liability of any Entity that results from any such act or omission that is determined in a Final Order to have constituted gross negligence, bad faith, or willful misconduct.

## 6. Injunction

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan (including any obligations under the Prepetition Facilities, the Combined Company Warrants, and documents and instruments related thereto), or Confirmation Order, all Entities who have held, hold, or may hold claims, interests, or Liens that have been discharged pursuant to Article VIII.A, released pursuant to Article VIII.B, Article VIII.C, or Article VIII.D, or are subject to exculpation pursuant to Article VIII.E are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Liquidating Trust, the Combined Company, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has timely asserted such setoff right prior to the Effective Date in a document Filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

## 7. Protections against Discriminatory Treatment

To the maximum extent provided by section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, all Entities, including Governmental Units, shall not discriminate against the Debtors or the Combined Company, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Debtors, the Combined Company, or another Entity with whom the Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

## **8. Setoffs**

Except as otherwise expressly provided for in the Plan or in any court order, each Debtor or the Combined Company (as applicable), pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may (but shall not be required to) set off against any Allowed Claim (other than the Prepetition ABL Facility Claims and the Prepetition LC Facility Claims) and the distributions to be made pursuant to the Plan on account of such Allowed Claim (other than the Prepetition ABL Facility Claims and the Prepetition LC Facility Claims) (before any distribution is made on account of such Allowed Claim), any claims, rights, and Causes of Action of any nature that such Debtor or the Combined Company (as applicable) may hold against the Holder of such Allowed Claim, to the extent such claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); provided, that, neither the failure to effect such a setoff nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Debtor or the Combined Company of any such claims, rights, and Causes of Action that such Debtor or the Combined Company may possess against such Holder. In no event shall any Holder of Claims be entitled to setoff any Claim against any claim, right, or Cause of Action of any of the Debtors or the Combined Company unless such Holder has timely Filed a Proof of Claim with the Bankruptcy Court preserving such setoff right, unless such Holder is otherwise not required to File a Proof of Claim pursuant to a Final Order.

## **9. Recoupment**

In no event shall any Holder of a Claim be entitled to recoup any Claim against any claim, right, or Cause of Action of any of the Debtors or the Combined Company unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

## **10. Document Retention**

On and after the Effective Date, the Debtors (or the Liquidating Trustee, as the case may be) shall maintain documents in accordance with the Blackhawk Transaction Documents and the VCLF Transaction Documents and otherwise may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Debtors (or the Liquidating Trust, as the case may be).and after the Effective Date, the Debtors (or the Liquidating Trust, as the case may be) may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Debtors (or the Liquidating Trust, as the case may be).

## **11. Reimbursement or Contribution**

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent; or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

**H. Conditions Precedent to Confirmation and Consummation of the Plan**

**1. Conditions Precedent to the Effective Date<sup>24</sup>**

Consummation of the Plan will not occur unless each of the following conditions has been satisfied or waived pursuant to the provisions of Article IX.C of the Plan:

- (a) The Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably acceptable to the Debtors, the DIP Lenders, and the Consultation Parties, and satisfactory to Blackhawk in accordance with the Blackhawk APA , and such Confirmation Order shall have become a Final Order that has not been stayed or modified or vacated on appeal;
- (b) The Plan and Plan Supplement, including any amendments, modifications, or supplements thereto shall be in form and substance reasonably acceptable to the Debtors, the DIP Lenders, and the Consultation Parties, and satisfactory to Blackhawk in accordance with the Blackhawk APA;
- (c) The Blackhawk APA shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the consummation of the Blackhawk APA shall have been waived or satisfied in accordance with the terms thereof and the closing of the Blackhawk Transaction shall have occurred or shall occur concurrently with the Effective Date;
- (d) All governmental and material third party approvals and consents, including Bankruptcy Court approval, necessary in connection with the transactions contemplated by this Plan shall have been obtained, not be subject to unfulfilled conditions and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions; and
- (e) All documents and agreements necessary to implement this Plan and the Blackhawk Transaction, including the Combined Company Debt Documents and the Combined Company Warrant Agreement, shall have (a) been tendered for delivery, and (b) been effected or executed by all Entities party thereto, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements.

**2. Conditions Precedent to Closing the VCLF Transaction**

It shall be a condition to closing of the VCLF Transaction that the following conditions shall have been satisfied or waived pursuant to the provisions of **Error! Reference source not found.** hereof:

- (a) The Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably acceptable to the Debtors and the DIP Lenders, in consultation with the Consultation Parties, and satisfactory to VCLF in accordance with the VCLF APA, and such Confirmation Order shall have become a Final Order that has not been stayed or modified or vacated on appeal;
- (b) The Plan and Plan Supplement, including any amendments, modifications, or supplements thereto shall be in form and substance reasonably acceptable to the Debtors and the DIP Lenders, in consultation with the Consultation Parties, and satisfactory to VCLF in accordance with the VCLF APA;

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<sup>24</sup> Shonk has indicated that it will object to Confirmation on the basis that it should be a condition precedent to the Effective Date that the Debtors have in hand or shall have immediate and unconditional access to the funds necessary to pay the Cure Costs on the Effective Date.

- (c) The VCLF APA shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the consummation of the VCLF APA shall have been waived or satisfied in accordance with the terms thereof and the closing of the VCLF Transaction shall have occurred or shall occur concurrently with the Effective Date;
- (d) If the Debtors are seeking to implement the VCLF Transaction, the VCLF APA shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the consummation of the VCLF APA shall have been waived or satisfied in accordance with the terms thereof and the closing of the VCLF Transaction shall have occurred or shall occur concurrently with the Effective Date;
- (e) All governmental and material third party approvals and consents, including Bankruptcy Court approval, necessary in connection with the transactions contemplated by this Plan shall have been obtained, not be subject to unfulfilled conditions and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions; and
- (f) All documents and agreements necessary to implement this Plan and the VCLF Transaction shall have (a) been tendered for delivery and (b) been effected or executed by all Entities party thereto, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements.

### **3. Waiver of Conditions**

The conditions to Confirmation of the Plan and to the Effective Date of the Plan and the closing of the VCLF Transaction set forth in this **Error! Reference source not found.** may be waived only by consent of the Debtors, in consultation with the Consultation Parties, the DIP Lenders, Blackhawk (with respect to Article IX.A), and VCLF (with respect to Article IX.B).

### **4. Effective Date**

The Effective Date shall be the first Business Day upon which all of the conditions specified in Article IX.A of the Plan have been satisfied or waived. "Substantial Consummation" of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

### **5. Effect of Non-Occurrence of Conditions to the Effective Date**

If the Effective Date does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, the DIP Lenders, any Holders or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Entity in any respect.

## **I. Modification, Revocation or Withdrawal of the Plan**

### **1. Modification and Amendments**

Subject to the limitations contained herein, section 1127 of the Bankruptcy Code, and Bankruptcy Rule 3019, the Debtors reserve the right to modify, with the consent of the DIP Lenders and the Consultation Parties, the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not solicit votes on such modified Plan; *provided* that any material amendment or modifications to the form or substance of the Combined Company New ABL from the version filed as part of the Plan Supplement, and any amendment or modifications to this proviso, shall require the approval of the Prepetition ABL Agent to the extent the Prepetition New ABL Secured Parties are provided the treatment contemplated in Article III.B.4(c)(i)(B) or Article

III.B.4(c)(ii)(B). Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors expressly reserve their rights to alter, amend, or modify materially the Plan with respect to the Debtors, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article X of the Plan.

## **2. Payout Event**

The Plan contemplates the possibility of obtaining higher or better distributions to all Classes receiving distributions under the Plan pursuant to the Payout Event. If the Payout Event occurs, the Debtors may file a modified Plan evidencing the Payout Event and shall not be required to make additional disclosures or re-solicit votes for such modified Plan pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

## **3. Revocation or Withdrawal of the Plan**

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (i) constitute a waiver or release of any Claims or Interests; (ii) prejudice in any manner the rights of the Debtors, the DIP Lenders, or any other Entity; or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

## **J. Retention of Jurisdiction by the Bankruptcy Court**

On and after the Effective Date, the Bankruptcy Court will retain jurisdiction of the Chapter 11 Cases and all matters arising out of and related to the Chapter 11 Cases including jurisdiction to:

- (a) allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;
- (b) decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
- (c) resolve any matters related to: (a) the assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims related to the rejection of an Executory Contract or Unexpired Lease, Cure Costs pursuant to section 365 of the Bankruptcy Code, or any other matter related to such Executory Contract or Unexpired Lease; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article V of the Plan, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed and assigned or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;
- (d) ensure that distributions to Holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan;



- (e) adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
- (f) adjudicate, decide, or resolve any and all matters related to Causes of Action;
- (g) enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;
- (h) enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code, including the Confirmation Order and approval of, and the findings regarding, the Blackhawk Transaction and the VCLF Transaction;
- (i) resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents;
- (j) issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents;
- (k) resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, compromises, releases, injunctions, exculpations, and other provisions contained in Article VIII of the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
- (l) enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
- (m) determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;
- (n) adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated herein;
- (o) adjudicate any and all disputes arising from or relating to the Liquidating Trust;
- (p) consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
- (q) determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;
- (r) hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;
- (s) hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- (t) hear and determine all disputes involving the existence, nature, or scope of the Debtors' release, including any dispute relating to any liability arising out of the termination of employment or the

termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;

- (u) enforce all orders previously entered by the Bankruptcy Court;
- (v) to resolve any disputes arising under, or enforce the terms and conditions of, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or Liquidating Trust Agreement;
- (w) hear any other matter not inconsistent with the Bankruptcy Code, including, without limitation, any matters that may arise in connection with, or related to, the Blackhawk Transaction Documents or the VCLF Transaction Documents;
- (x) enter an order concluding or closing the Chapter 11 Cases; and
- (y) enforce the injunction, release, and exculpation provisions set forth in Article VIII of the Plan.

Notwithstanding anything in Article XI of the Plan to the contrary, any disputes arising under or in connection with the Combined Company Debt Documents, the Combined Company Warrant Agreement, or the Blackhawk LLC Agreement will be governed by the provisions contained in the applicable Combined Company Debt Documents, the Combined Company Warrant Agreement, or the Blackhawk LLC Agreement, as applicable.

## **K. Miscellaneous**

### **1. Immediate Binding Effect**

Subject to Article IX.A of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan, the Plan Supplement, and the Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Liquidating Trust, Blackhawk, and any and all Holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents, each Entity acquiring property under the Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

### **2. Additional Documents**

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents. The Debtors or the Liquidating Trust, as applicable, and all Holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents.

### **3. Payment of Statutory Fees**

All fees payable pursuant to section 1930(a) of the Judicial Code shall be paid by the Debtors (prior to or on the Effective Date) or the Liquidating Trust (after the Effective Date) for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

**4. Dissolution of the Committee**

On the Effective Date, the Committee shall dissolve automatically; provided, however, that, following the Effective Date, the Committee shall continue in existence and have standing and a right to be heard with respect to any of the following: (i) Claims and/or applications for allowance of Professional Fee Claims and requests for allowance of Administrative Claims including, but not limited to, filing Professional Fee Claims in accordance with Article II.B of the Plan; (ii) any appeals of the Confirmation Order that remain pending as of the Effective Date and/or to which the Committee is a party; and (iii) any adversary proceedings or contested matters pending as of the Effective Date to which the Committee is a party.

**5. Reservation of Rights**

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. Neither the Plan, any statement or provision contained in the Plan, nor any action taken or not taken by any Debtor with respect to the Plan, the Disclosure Statement, the Confirmation Order, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

**6. Successors and Assigns**

The rights, benefits, and obligations of any Entity named or referred to in the Plan or the Confirmation Order shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, manager, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

**7. Service of Documents**

Any pleading, notice, or other document required by the Plan to be served on or delivered to the Debtors or the Liquidating Trust shall be served on:

Patriot Coal Corporation  
63 Corporate Centre Drive  
Scott Depot, West Virginia 25560  
Attn: Joseph W. Bean

with copies to:

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, New York 10022  
Attn: Stephen E. Hessler, Esq. and Patrick Evans, Esq.

Kirkland & Ellis LLP  
300 North LaSalle  
Chicago, Illinois 60654  
Attn: Ross M. Kwasteniak, Esq. and Justin R. Bernbrock, Esq.

Kutak Rock LLP  
Bank of America Center  
1111 East Main Street, Suite 800  
Richmond, Virginia 23219-3500  
Attn: Michael A. Condyles, Esq

**8. Term of Injunction or Stays**

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

**9. Entire Agreement**

Except as otherwise provided herein or therein, this Plan (including the Plan Supplement), the Blackhawk Transaction Documents, and the VCLF Transaction Documents supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan (including the Plan Supplement), the Blackhawk Transaction Documents, and the VCLF Transaction Documents.

**10. Nonseverability of Plan Provisions**

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the

foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (3) nonseverable and mutually dependent.

#### **11. Request for Court Hearing and Right to Be Heard**

Notwithstanding whether or not a matter requires the consultation of Blackhawk, the DIP Lenders, the Consultation Parties, or the Combined Company under this Plan, the Debtors, the DIP Lenders, the Consultation Parties, and the Combined Company shall have the right to request a hearing, and be heard as a party in interest under section 1109(b) of the Bankruptcy Code, before the Bankruptcy Court on any and all matters arising under or in connection with or related to this Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents.

#### **12. Powers of Combined Company**

From and after the Effective Date and continuing through the date of entry of a final decree closing these Chapter 11 Cases, the Combined Company shall possess the rights of a party in interest pursuant to section 1109(b) of the Bankruptcy Code for all matters arising in, arising under or related to these Chapter 11 Cases and, in connection therewith, shall (i) have the right to appear and be heard on matters brought before the Bankruptcy Court or other courts, (ii) be entitled to notice and an opportunity for hearing on all such issues, (iii) participate in all matters brought before the Bankruptcy Court, and (iv) receive notice of all applications, motions, and other papers and pleadings filed in the Bankruptcy Court.

### **ARTICLE VI. ADDITIONAL DISCLOSURES REGARDING THE LIQUIDATING TRUST**

#### **A. Liquidating Trust Creation**

On the Effective Date, if the VCLF Transaction (or a higher or better transaction ) cannot be consummated, the Liquidating Trust, will be formed to implement the wind down, dissolution, and liquidation of all Estate assets that have not been sold, abandoned, or otherwise transferred pursuant to a final Court order (such assets, the "Liquidating Trust Assets") following the Effective Date (the "Wind Down"). The powers, authority, responsibilities, and duties of the Liquidating Trust and the person appointed by the Debtors to administer and act as trustee of the Liquidating Trust (the "Liquidating Trustee") are set forth in and will be governed by the Plan, the Confirmation Order, and the agreement to be executed as of the Effective Date establishing the Liquidating Trust pursuant to the Plan (the "Liquidating Trust Agreement").

For the avoidance of doubt, the Liquidating Trust shall only be created if the VCLF Transaction (or a higher or better transaction) cannot be consummated on the Effective Date.

#### **B. Purpose of the Liquidating Trust**

The Liquidating Trust will be established for the primary purpose of liquidating the Liquidating Trust Assets and winding down the Debtors' Estates, including satisfying certain of the Debtors' environmental liabilities and other future liabilities arising after the Effective Date under the Clean Water Act, the Surface Mining Control and Reclamation Act, and other applicable state law. The Liquidating Trust shall have no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidating Trust. The Liquidating Trust will, however, continue to conduct certain of the Debtors' operations after the Effective Date to the extent such operations have not been sold pursuant to the Sales. The Liquidating Trust will assume all of the Debtors' liabilities and obligations excluded from the Blackhawk Transaction, continue to hold all permits not assigned to Blackhawk in connection with the Blackhawk Transaction for active and inactive mining operations that require reclamation activities, and manage all future reclamation activities.

**C. Transfer of Assets to the Liquidating Trust**

The Debtors and the Liquidating Trustee will establish the Liquidating Trust on behalf of Holders of Allowed General Unsecured Claims pursuant to the Liquidating Trust Agreement, with such Holders of Allowed General Unsecured Claims to be treated as the grantors and deemed owners of the Liquidating Trust Assets. The Debtors will irrevocably transfer, assign, and deliver to the Liquidating Trust, on behalf of Holders of Allowed General Unsecured Claims, all of their rights, title, and interests in the Liquidating Trust Assets, including any claims, rights, and Causes of Action that the Debtors may hold against any Entity in accordance with the provisions of the Plan, notwithstanding any prohibition on assignment under non-bankruptcy law. The Liquidating Trust will accept and hold the Liquidating Trust Assets in the Liquidating Trust for the benefit of Holders of Allowed General Unsecured Claims, subject to the Plan and the Liquidating Trust Agreement.

As described in Article IV.B.5 above, the Debtors are in the process of marketing substantially all of their assets pursuant to the Bidding Procedures. Following the Bid Deadline (September 4, 2015, at 5:00 p.m., prevailing Eastern Time), the Debtors will evaluate all bids received and determine whether the Blackhawk Transaction represents the value-maximizing transaction for their estates and creditors and whether third parties have submitted bids for the assets that are excluded assets under the Blackhawk Transaction. The Debtors' primary operating assets excluded from the proposed Blackhawk Transaction are the Federal Assets, including the Federal #2 Underground Mine, the Federal #2 Preparation Plant; the Hobet Job #21 Surface Mine; and the related Beth Station Preparation Plant (collectively, together with the other assets excluded from the Blackhawk Transaction, the "Excluded Assets"). It is currently uncertain whether third parties will submit bids to acquire any of the Excluded Assets, or whether any such bids will be acceptable to the Debtors. After the Bid Deadline, the Debtors will evaluate any bids received for any of their assets and determine whether a sale of any of the Excluded Assets is in the best interests of their estates and creditors. If the Debtors determine a sale of the Excluded Assets does not maximize value, the Excluded Assets would become Liquidating Trust Assets and the free Cash flow generated from operations of the Excluded Assets would be used to fund the Liquidating Trust for the benefit of the Debtors' unsecured creditors and to satisfy other obligations.

On the Effective Date, all Liquidating Trust Assets will vest and be deemed to vest in the Liquidating Trust in accordance with section 1141 of the Bankruptcy Code. As of the Effective Date, all Liquidating Trust Assets vested in the Liquidating Trust shall be free and clear of all Liens, Claims and Interests except as otherwise specifically provided in the Plan or in the Confirmation Order. Upon the transfer by the Debtors of the Liquidating Trust Assets to the Liquidating Trust or abandonment of Liquidating Trust Assets by the Liquidating Trust, the Debtors will have no reversionary or further interest in or with respect to any Liquidating Trust Assets or the Liquidating Trust. Notwithstanding anything in the Plan to the contrary, the Liquidating Trust and the Liquidating Trustee shall be deemed to be fully bound by the terms of the Plan and the Confirmation Order.

The Prepetition LC Secured Parties object to the vesting of the Excluded Assets in the Liquidating Trust free and clear of the Prepetition LC Secured Parties' liens. The Debtors remain optimistic that a consensual agreement can be achieved such that the Prepetition LC Secured Parties will vote to accept the Plan. The Debtors reserve their right to seek to obtain confirmation over the rejection of the Holders of Class 5 Prepetition LC Facility Claims

For the avoidance of doubt, and notwithstanding anything in the Plan to the contrary, the Debtors shall not transfer or be deemed to have transferred to the Liquidating Trust any of the Blackhawk Purchased Assets.

**D. Identification of the Liquidating Trustee**

The Liquidating Trustee shall be identified by the Debtors to the extent known prior to the Confirmation Hearing, after consultation with the Consultation Parties.

**E. Funding of the Liquidating Trust**

The Debtors' cash on hand will vest with the Liquidating Trust on the Effective Date. The funding of and mechanism to fund the Liquidating Trust is described in more detail in the Liquidating Trust Financial Projections, attached hereto as Exhibit E.

**F. Tax Treatment of the Liquidating Trust**

It is intended that the Liquidating Trust be treated as a grantor trust for the benefit of the Debtors' unsecured creditors. Accordingly, Holders of Allowed General Unsecured Claims will be treated as the grantors and deemed owners of the Liquidating Trust. For federal income tax purposes, it is intended that Holders of Allowed General Unsecured Claims be treated as if they had received an undivided interest in the Liquidating Trust Assets and then contributed such interests to the Liquidating Trust. The Liquidating Trust will, in an expeditious but orderly manner, liquidate and convert to Cash the Liquidating Trust Assets, make timely distributions to Holders of Allowed General Unsecured Claims pursuant to the Plan, satisfy certain environmental liabilities, and not unduly prolong the Liquidating Trust's duration. The Liquidating Trust will not be deemed a successor in interest of the Debtors for any purpose other than as specifically set forth in the Plan or in the Liquidating Trust Agreement.

The Liquidating Trustee will file returns for the Liquidating Trust, except with respect to the Disputed Claims Reserve, as a grantor trust in accordance with Treasury Regulation Section 1.671-4(a) and the Plan. The Liquidating Trust's taxable income, gain, loss, deduction, or credit will be allocated to each Holder in accordance with their relative beneficial interests in the Liquidating Trust.

As soon as possible after the Effective Date, the Liquidating Trustee will make a good faith valuation of assets of the Liquidating Trust, and such valuation will be used consistently by all parties for all federal income tax purposes. The Liquidating Trust also will file (or cause to be filed) any other statements, returns, or disclosures relating to the Liquidating Trust that are required by any Governmental Unit for taxing purposes.

The Liquidating Trustee will file all income tax returns with respect to any income attributable to the Disputed Claims Reserve and will pay the federal, state and local income taxes attributable to the Disputed Claims Reserve.

The Liquidating Trustee may request an expedited determination of taxes of the Debtors or of the Liquidating Trust, including the Disputed Claims Reserve (as defined below), under Bankruptcy Code Section 505(b) for all returns filed for, or on behalf of, the Debtors and the Liquidating Trust for all taxable periods through the dissolution of the Liquidating Trust.

The Liquidating Trustee will be responsible for filing all federal, state, local, and foreign tax returns for the Debtors and the Liquidating Trust. The Liquidating Trust will comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions made by the Liquidating Trust will be subject to any such withholding and reporting requirements.

**G. Distribution; Withholding**

Notwithstanding anything in the Plan to the contrary, the Liquidating Trustee will make, or cause to be made, all distributions under the Plan and the Liquidating Trust Agreement other than (a) those distributions made by the Debtors on the Effective Date and (b) distributions from the Professional Fee Escrow Account in accordance with Article II.B of the Plan.

The Liquidating Trust may withhold from amounts distributable to any Entity any and all amounts, determined in the Liquidating Trustee's sole discretion, required by the Plan, or applicable law, regulation, rule, ruling, directive, or other governmental requirement.

**H. Insurance**

The Liquidating Trust may maintain customary insurance coverage for the protection of entities serving as administrators and overseers of the Liquidating Trust on and after the Effective Date.

**I. Other Rights and Duties**

In addition to the Liquidating Trustee's rights and duties with respect to the Liquidating Trust, on and after the Effective Date, the Liquidating Trustee will be authorized to implement the Plan and any applicable orders of the Bankruptcy Court.

On the Effective Date, the Liquidating Trust shall: (i) take possession of all books, records, and files of the Debtors and their Estates, in all forms including electronic and hard copy, other than documents prepared or held by the Debtors' Professionals and the Blackhawk Purchased Assets (as defined in the Blackhawk APA); and (ii) provide for the retention and storage of such books, records, and files until such time as the Liquidating Trust determines, in accordance with the Liquidating Trust Agreement, that retention of same is no longer necessary or required.

Any and all rights to conduct investigations with respect to Causes of Action or claims not released by the Debtors or transferred to the Combined Company pursuant to the Blackhawk APA shall vest with the Liquidating Trust and shall continue until dissolution of the Liquidating Trust, as if neither the Confirmation Date nor the Effective Date had occurred.

The filing of the final monthly report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Liquidating Trustee.

**J. Disputed Claims Reserve**

The Liquidating Trustee may maintain, in accordance with the Liquidating Trustee's powers and responsibilities under the Plan and the Liquidating Trust Agreement, a reserve for disputed claims (the "Disputed Claims Reserve"). The Liquidating Trustee may, in its reasonable discretion, distribute such amounts (net of any expenses, including any taxes relating thereto), as provided in the Plan and in the Liquidating Trust Agreement, as Disputed Claims are resolved pursuant to Article VIII of the Plan, and such amounts may be distributed on account of such Disputed Claims as if such Disputed Claims were Allowed Claims as of the Effective Date.

The Liquidating Trust will pay taxes on the taxable net income or gain allocable to Holders of Disputed Claims on behalf of such Holders. In the event, and to the extent, any Cash retained on account of Disputed Claims in the Disputed Claims Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of Disputed Claims, or (ii) to the extent such Disputed Claims have subsequently been resolved, deducted from any amounts distributable by the Liquidating Trust as a result of the resolutions of such Disputed Claims

**K. Wind-Down**

In addition to the Liquidating Trustee's rights and duties with respect to the Liquidating Trust, on and after the Effective Date, the Liquidating Trustee will be authorized to implement the Plan and any applicable orders of the Bankruptcy Court, and the Liquidating Trustee shall have the power and authority to take any action necessary to wind down and dissolve the Debtors' Estates.

As soon as practicable after the Effective Date, the Liquidating Trustee will: (a) change the business and corporate names of each of the Debtors to new names bearing no resemblance to any of the present names of such Debtor so as to permit the use of such names by the Combined Company; (b) to the extent applicable, cause the Debtors to comply with, and abide by, the terms of the Blackhawk APA; (c) file for each of the Debtors, a certificate of dissolution, together with all other necessary corporate and company documents, to effect the dissolution of the Debtors under the applicable laws of their state of incorporation or formation (as applicable); (d) complete and file



all final or otherwise required federal, state and local tax returns for each of the Debtors, and pursuant to section 505(b) of the Bankruptcy Code, request an expedited determination of any unpaid tax liability of such Debtor or its Estate for any tax incurred during the administration of such Debtor's Chapter 11 Case, as determined under applicable tax laws; (e) settle or otherwise resolve all Environmental Claims; and (f) take such other actions as the Liquidating Trustee may determine to be necessary or desirable to carry out the purposes of this Plan

**L. Termination of the Liquidating Trust**

The Liquidating Trustee shall be discharged and the Liquidating Trust shall be terminated, at such time as (i) all Disputed Claims have been resolved, (ii) all of the Liquidating Trust Assets have been liquidated, (iii) all duties and obligations of the Liquidating Trustee hereunder have been fulfilled, (iv) all distributions required to be made by the Liquidating Trust under the Plan and the Liquidating Trust Agreement have been made, and (v) the Chapter 11 Cases of the Debtors have been closed, but in no event shall the Liquidating Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion by the Liquidating Trustee within the six-month period prior to the fifth anniversary (or the end of any extension period approved by the Bankruptcy Court), determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the Liquidating Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the liquidation, recovery and distribution of the Liquidating Trust Assets.

**M. Transfer of Beneficial Interests**

Notwithstanding anything to the contrary in the Plan, beneficial interests in the Liquidating Trust shall not be transferrable except upon death of the interest Holder or by operation of law.

**N. Termination of the Liquidating Trustee**

The duties, responsibilities, and powers of the Liquidating Trustee will terminate in accordance with the terms of the Liquidating Trust Agreement.

**O. Exculpation; Indemnification**

The Liquidating Trustee, the Liquidating Trust, professionals retained by the Liquidating Trust, and representatives of each of the foregoing will be exculpated and indemnified pursuant to the terms of the Liquidating Trust Agreement.

**ARTICLE VII.  
STATUTORY REQUIREMENTS FOR CONFIRMATION OF THE PLAN**

The following is a brief summary of the Plan Confirmation process. Holders of Claims and Interests are encouraged to review the relevant provisions of the Bankruptcy Code and/or consult their own attorneys.

**A. The Confirmation Hearing**

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after notice, to hold a Confirmation hearing. Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to Confirmation of the Plan.

**THE BANKRUPTCY COURT HAS SCHEDULED THE CONFIRMATION HEARING FOR OCTOBER 2, 2015, AT 10:00 A.M. (PREVAILING EASTERN TIME) BEFORE THE HONORABLE KEITH L. PHILLIPS, UNITED STATES BANKRUPTCY JUDGE, IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA, LOCATED AT 701 EAST BROAD STREET, COURTROOM 5100, RICHMOND, VIRGINIA 23219. THE CONFIRMATION HEARING MAY BE ADJOURNED FROM TIME TO TIME BY THE BANKRUPTCY COURT (i) PRIOR TO THE CONFIRMATION HEARING BY POSTING NOTICE OF SAME ON THE DOCKET FOR THE**

**CHAPTER 11 CASES AND (ii) AT THE CONFIRMATION HEARING WITHOUT FURTHER NOTICE EXCEPT FOR AN ANNOUNCEMENT OF THE ADJOURNED DATE MADE AT THE CONFIRMATION HEARING OR ANY ADJOURNMENT THEREOF.**

**OBJECTIONS TO CONFIRMATION OF THE PLAN MUST BE FILED AND SERVED ON OR BEFORE SEPTEMBER 28, 2015, AT 4:00 P.M. (PREVAILING EASTERN TIME) IN ACCORDANCE WITH THE CONFIRMATION HEARING NOTICE. UNLESS OBJECTIONS TO CONFIRMATION ARE TIMELY SERVED AND FILED IN COMPLIANCE WITH THE APPROVAL ORDER, THE CONFIRMATION HEARING NOTICE AND THE VOTING PROCEDURES, THEY WILL NOT BE CONSIDERED BY THE BANKRUPTCY COURT.**

**B. Confirmation Standards**

To confirm the Plan, the Bankruptcy Court must find that the requirements of section 1129 of the Bankruptcy Code have been satisfied. The Debtors believe that section 1129 has been satisfied because, among other things:

- (z) the Plan complies with the applicable provisions of the Bankruptcy Code;
- (aa) the Debtors, as Plan proponents, have complied with the applicable provisions of the Bankruptcy Code;
- (bb) the Plan has been proposed in good faith and not by any means forbidden by law;
- (cc) any payment made or promised under the Plan for services or for costs and expenses of or in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been approved by, or is subject to the approval of, the Bankruptcy Court as reasonable;
- (dd) the Debtors will disclose the identity and affiliations of any individual proposed to serve, after Confirmation of the Plan, as a director, officer or voting trustee of the Debtors, an affiliate of the Debtors participating in the Plan with the Debtor or a successor to the Debtors under the Plan. The appointment to, or continuance in, such office of such individuals will be consistent with the interests of Claim and Interest Holders and with public policy, and the Debtors will have disclosed the identity of any “insider” (as defined under section 101(31) of the Bankruptcy Code) that the Liquidating Trust will employ or retain and the nature of any compensation for such insider;
- (ee) with respect to each Class of Impaired Claims or Interests, either each Holder of a Claim or Interest in such Class has accepted the Plan or will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated on such date under chapter 7 of the Bankruptcy Code (*see* Article VII.C below);
- (ff) each Class of Claims or Interests has either accepted the Plan or is not Impaired under the Plan, or the Plan can be confirmed without the approval of such Class pursuant to section 1129(b) of the Bankruptcy Code;
- (gg) except to the extent that the Holder of a particular Claim has agreed or will agree to a different treatment of such Claim, the Plan provides that Allowed Administrative Claims will be paid in full in Cash on the Effective Date;
- (hh) except to the extent that a Holder of an Allowed Other Priority Claim has agreed to a different treatment of such Claim, each such Holder shall receive Cash in an amount equal to the Allowed amount of such Claim, or treatment in any other manner so that such Claim shall otherwise be rendered Unimpaired, on or as soon as reasonably practicable after the first Distribution Date

occurring after the latest of (i) the Effective Date, (ii) the date at least 20 calendar days after the date such Claim becomes Allowed and (iii) the date for payment provided by any agreement or understanding between the applicable Debtor and the Holder of such Claim;

- (ii) except to the extent that the applicable Creditor has been paid by the Debtors prior to the Effective Date or the applicable Debtor and such Creditor agree to less favorable treatment, each Holder of an Allowed Priority Tax Claim against any of the Debtors shall receive, at the sole option of the Combined Company, (i) payment in full in Cash made on or as soon as reasonably practicable after the later of the Effective Date or 20 calendar days after the date such Claim is Allowed, (ii) regular installment payments in accordance with section 1129(a)(9)(C) of the Bankruptcy Code or (iii) such other amounts and in such other manner as may be determined by the Bankruptcy Court to provide the Holder of such Allowed Priority Tax Claim deferred Cash payments having a value, as of the Effective Date, equal to such Allowed Priority Tax Claim;
- (jj) at least one Class of Impaired Claims has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a Claim of such Class;
- (kk) confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors under the Plan, unless such liquidation or reorganization is proposed in the Plan; and
- (ll) all fees payable under section 1930 of title 28 of the United States Code will be paid as of the Effective Date.

## C. Best Interests Test

### 1. Explanation of the Best Interests Test

Pursuant to section 1129(a)(7) of the Bankruptcy Code, Confirmation requires that, with respect to each Class of Impaired Claims or Interests, each Holder of a Claim or Interest in such Class either (a) accept the Plan or (b) receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated on such date under chapter 7 of the Bankruptcy Code (this latter clause is often called the “Best Interests Test”).

To determine the probable distribution to Holders of Claims and Interests in each Impaired Class if the Debtors were liquidated under chapter 7 of the Bankruptcy Code, the Bankruptcy Court must determine the dollar amount that would be generated from the liquidation of the Debtors’ assets and properties in the context of a chapter 7 liquidation.

The Debtors’ liquidation value would consist primarily of the unencumbered and unrestricted Cash held by the Debtors at the time of the conversion to a chapter 7 liquidation and the proceeds resulting from the sale of the Debtors’ remaining unencumbered assets and properties by a chapter 7 trustee. The gross Cash available for distribution would be reduced by satisfaction of the DIP Claims, the costs and expenses of the chapter 7 liquidation and any additional Administrative Claims that might arise as a result of the chapter 7 cases. Costs and expenses incurred as a result of the chapter 7 liquidation would further include, among other things, the fees payable to a trustee in bankruptcy and the fees payable to attorneys and other professionals engaged by such trustee. Additional Administrative Claims could arise by reason of the breach or rejection of obligations incurred and leases and executory contracts assumed or entered into by the Debtors during the pendency of the Chapter 11 Cases. Such Administrative Claims and Other Administrative Claims that might arise in a liquidation case or result from the pending Chapter 11 Cases, such as compensation for attorneys, financial advisors and accountants, would be paid in full from the liquidation proceeds before the balance of those proceeds would be made available to pay prepetition claims.

To determine if the Plan is in the best interests of each Impaired Class, the present value of the distributions from the proceeds of a liquidation of the Debtors’ unencumbered assets and properties, after subtracting the amounts

attributable to the costs, expenses and Administrative Claims associated with a chapter 7 liquidation, must be compared with the value offered to such Impaired Classes under the Plan. If the hypothetical liquidation distribution to Holders of Claims or Interests in any Impaired Class is greater than the distributions to be received by such parties under the Plan, then the Plan is not in the best interests of the Holders of Claims or Interests in such Impaired Class.

## **2. Liquidation Analysis of the Debtors**

Amounts that a Holder of Claims and Interests in Impaired Classes would receive in a hypothetical chapter 7 liquidation are discussed in the liquidation analysis of the Debtors prepared by the Debtors' management with the assistance of its advisors (the "Liquidation Analysis").

As described in the Liquidation Analysis, the Debtors developed the Liquidation Analysis for the Debtors based on the unaudited book values as of May 31, 2015, unless otherwise noted in the Liquidation Analysis. The recoveries may change based on further refinements of Allowed Claims, as the Debtors' claim objection and reconciliation process continues.

As described in the Liquidation Analysis, underlying the analysis are a number of estimates and assumptions that, although developed and considered reasonable by the Debtors' management and advisors, are inherently subject to significant economic and competitive uncertainties and contingencies beyond the control of the Debtors and their management. The Liquidation Analysis is based on assumptions with regard to liquidation decisions that are subject to change. Accordingly, the values reflected in the Liquidation Analysis might not be realized if the Debtors were, in fact, to undergo a liquidation.

This Liquidation Analysis is solely for the purposes of (i) providing "adequate information" under section 1125 of the Bankruptcy Code to enable the Holders of Claims and Interests entitled to vote under the Plan to make an informed judgment about the Plan and (ii) providing the Bankruptcy Court with appropriate support for the satisfaction of the "Best Interests Test" pursuant to section 1129(a)(7) of the Bankruptcy Code, and should not be used or relied upon for any other purpose.

Events and circumstances occurring subsequent to the date on which the Liquidation Analysis was prepared may be different from those assumed, or, alternatively, may have been unanticipated, and thus the occurrence of these events may affect financial results in a materially adverse or materially beneficial manner. The Debtors do not intend to and do not undertake any obligation to update or otherwise revise the Liquidation Analysis to reflect events or circumstances existing or arising after the date the Liquidation Analysis is initially filed or to reflect the occurrence of unanticipated events. Therefore, the Liquidation Analysis may not be relied upon as a guarantee or other assurance of the actual results that will occur.

In deciding whether to vote to accept or reject the Plan, Holders of Claims must make their own determinations as to the reasonableness of any assumptions underlying the Liquidation Analysis and the reliability of the Liquidation Analysis.

## **3. Application of the Best Interests Test**

The Debtors believe that the continued operation of the Debtors as a going concern satisfies the Best Interests Test for the Impaired Classes. Notwithstanding the difficulties in quantifying recoveries to Holders of Claims and Interests with precision, the Debtors believe that, based on the Liquidation Analysis, the Plan meets the Best Interests Test. As the Plan and the Liquidation Analysis indicate, confirmation of the Plan will provide each Holder of an Allowed Claim in an Impaired Class with a greater recovery than the value of any distributions if the Chapter 11 Cases were converted to cases under chapter 7 of the Bankruptcy Code.

The Committee believes the Plan does not satisfy the Best Interests Test because the Debtors' unencumbered Real Property Leases and Avoidance Actions are valuable and would inure to the benefit of unsecured creditors in a chapter 7 liquidation scenario. For the reasons set forth in Article II.2.C.3.f hereof, the

Debtors assert that the unencumbered Real Property Leases and Avoidance Actions would not provide any recovery to the Debtors' unsecured creditors in a chapter 7 liquidation.

**D. Financial Feasibility**

Section 1129(a)(11) of the Bankruptcy Code requires, as a condition to confirmation of a chapter 11 plan, that a bankruptcy court find that such confirmation is not likely to be followed by the liquidation of the debtors or the need for further financial reorganization, unless such liquidation is contemplated by the plan. For purposes of demonstrating that the Plan meets this "feasibility" standard, the Debtors, with the assistance of Centerview, have analyzed the ability of the Combined Company to meet its obligations under the Plan and to retain sufficient liquidity and capital resources to conduct their businesses. As part of this analysis, Blackhawk, with the assistance of the Debtors, has prepared the Combined Company financial projections (the "Combined Company Financial Projections") and the Debtors, with the assistance of their advisors, have prepared financial projections for the Liquidating Trust (the "Liquidating Trust Financial Projections" and, together with the Combined Company Financial Projections, the "Financial Projections," attached to this Disclosure Statement as **Exhibit E**). The Debtors filed a form of VCLF's financial projections acceptable to VCLF as Exhibit F to the Plan Supplement. As noted above, due to the further deterioration of the coal markets served by Blackhawk and the Debtors and in order to more accurately reflect the current market environment, certain changes were made to the financial projections of the Combined Company, as attached to the Initial Disclosure Statement, including the downward adjustment of projected sales volumes and realized prices.

Financial Projections have been prepared solely for the purpose of providing "adequate information" under section 1125 of the Bankruptcy Code to enable the Holders of Claims and Interests entitled to vote under the Plan to make an informed judgment about the Plan and should not be used or relied upon for any other purpose.

In addition to the cautionary notes contained elsewhere in this Disclosure Statement and in the Financial Projections, it is underscored that the Debtors make no representation as to the accuracy of the Financial Projections or their ability to achieve the projected results. Many of the assumptions on which the Financial Projections are based are subject to significant uncertainties. Inevitably, some assumptions will not materialize and unanticipated events and circumstances may affect the financial results. Therefore, the actual results achieved throughout the Projection Period (as defined in the Financial Projections) may vary from the Financial Projections and the variations may be material. Also as noted above, the Financial Projections currently do not reflect the full impact of any "fresh start reporting," and its impact on the Combined Company's "Consolidated Balance Sheets" and prospective "Results of Operations" may be material. All Holders of Claims in the Impaired Classes are urged to examine carefully all of the assumptions on which the Financial Projections are based in connection with their evaluation of, and voting on, the Plan.

Based upon the Financial Projections, the Debtors believe that they will be able to make all distributions and payments under the Plan and that Confirmation of the Plan is not likely to be followed by liquidation of the Debtors or the need for further restructuring.

**E. Acceptance by Impaired Classes**

Except as described in Article VII.F below, the Bankruptcy Code also requires, as a condition to confirmation of a chapter 11 plan, that each impaired class of claims or interests accept the plan. A class of claims or interests that is unimpaired under the plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such class is not required. A class is impaired unless the plan (i) leaves unaltered the legal, equitable and contractual rights to which the claim or interest entitles the holder of such claim or interest or (ii) cures any default, reinstates the original terms of the obligation, and does not otherwise alter the legal, equitable, or contractual rights to which the claim or interest entitles the holder of such claim or interest.

Section 1126(c) of the Bankruptcy Code defines acceptance of the Plan by an Impaired Class as acceptance by Holders of at least two-thirds in dollar amount and more than one-half in number of Claims in that Class; only those Holders that are eligible to vote and that actually vote to accept or reject the Plan are counted for purposes of determining whether these dollar and number thresholds are met. Thus, a Class of Claims will have voted to accept the Plan only if two-thirds in amount and a majority in number that actually vote cast their ballots in favor of

acceptance. Under section 1126(d) of the Bankruptcy Code, a Class of Interests has accepted the Plan if Holders of such Interests holding at least two-thirds in amount that actually vote have voted to accept the Plan. Holders of Claims or Interests who fail to vote are not counted as either accepting or rejecting the Plan.

**F. Confirmation without Acceptance by All Impaired Classes**

To obtain nonconsensual confirmation of the Plan, it must be demonstrated to the Bankruptcy Court that the Plan “does not discriminate unfairly” and is “fair and equitable” with respect to each impaired, nonaccepting class. The Bankruptcy Code provides a non-exclusive definition of the phrase “fair and equitable.” In order to determine whether the Plan is “fair and equitable,” the Bankruptcy Code establishes “cram down” tests for secured creditors, unsecured creditors and equity Holders, as follows:

- Secured Creditors. Either (i) each impaired secured creditor retains its liens securing its secured claim and receives on account of its secured claim deferred Cash payments having a present value equal to the amount of its allowed secured claim, (ii) each impaired secured creditor realizes the “indubitable equivalent” of its allowed secured claim or (iii) the property securing the claim is sold free and clear of liens with such liens to attach to the proceeds of the sale and the treatment of such liens on proceeds to be as provided in clause (i) or (ii) above.
- Unsecured Creditors. Either (i) each impaired unsecured creditor receives or retains under the plan property of a value equal to the amount of its allowed claim or (ii) the Holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.
- Equity Interests. Either (i) each Holder of an equity interest will receive or retain under the plan property of a value equal to the greatest of the fixed liquidation preference to which such Holder is entitled, the fixed redemption price to which such Holder is entitled or the value of the interest or (ii) the Holder of an interest that is junior to the nonaccepting class will not receive or retain any property under the plan.

A plan of reorganization does not “discriminate unfairly” with respect to a nonaccepting class if the value of the cash and/or securities to be distributed to the nonaccepting class is equal to, or otherwise fair when compared to, the value of the distributions to other classes whose legal rights are the same as those of the nonaccepting class.

The Debtors believe and will demonstrate in connection with Confirmation that the Plan “does not discriminate unfairly” and is “fair and equitable” with respect to each impaired, nonaccepting Class.

**G. Classification**

The Bankruptcy Code requires that, for purposes of treatment and voting, a chapter 11 plan divide the different claims (excluding administrative Claims) against, and equity interests in, a debtor into separate classes based upon their legal nature. Pursuant to section 1122 of the Bankruptcy Code, a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests of such class. The Debtors believe that the Plan classifies all Claims and Interests in compliance with the provisions of the Bankruptcy Code because valid business, factual and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan. Accordingly, the classification of Claims and Interests in the Plan complies with section 1122 of the Bankruptcy Code.

**ARTICLE VIII.  
VOTING PROCEDURES**

The Bankruptcy Court can confirm the Plan only if it determines that the Plan complies with the technical requirements of chapter 11 of the Bankruptcy Code. One of these technical requirements is that the Bankruptcy Court find, among other things, that the Plan has been accepted by the requisite votes of all Classes of Impaired

Claims and Interests unless approval will be sought under section 1129(b) of the Bankruptcy Code in spite of the nonacceptance by one or more such Classes. On September 16, 2015, the Bankruptcy Court granted the relief requested in the Scheduling Motion, including (a) establishing procedures for re-soliciting votes on the Plan and (b) setting the Voting Deadline, the date of the Combined Hearing, and the relevant objection deadlines and procedures associated with Confirmation, with such relief contingent on the Debtors filing the Plan and this Disclosure Statement by September 18, 2015.

If you have any questions about (i) the procedures for voting your Claim or Interest or with respect to the packet of materials that you have received or (ii) the amount of your Claim or Interest, please contact Prime Clerk at (844) 864-0639 or, for international callers, (929) 342-0754. If you wish to obtain (at no charge) an additional copy of the Plan, this Disclosure Statement, or other solicitation documents, you can obtain them from the Debtors' Case Information Website at <http://www.cases.primeclerk.com/PatriotCoal> or by requesting a copy from Prime Clerk.

**A. Who Is Entitled to Vote on the Plan?**

In general, a Holder of a Claim or Interest may vote to accept or reject a plan of reorganization if (i) no party in interest has objected to such Claim or Interest (or the Claim or Interest has been Allowed subsequent to any objection or estimated for voting purposes), (ii) the Claim or Interest is Impaired by the plan and (iii) the Holder of such Claim or Interest will receive or retain property under the plan on account of such Claim or Interest. The Holders of Claims in the following Classes are entitled to vote on the Plan:

- Class 4 - Prepetition ABL Facility Claims
- Class 5 - Prepetition LC Facility Claims
- Class 6 - Prepetition Term Loan Facility Claims
- Class 7 - Prepetition Notes Claims
- Class 8 - General Unsecured Claims

In general, if the Holder of an Impaired Claim or Impaired Interest will not receive any distribution under a plan in respect of such Claim or Interest, section 1126(g) of the Bankruptcy Code deems the Holder of such Claim or Interest to have rejected the plan, and thus the Holders of Claims in such Classes are not entitled to vote on the Plan. The holders of Claims and Interests in the following Class are conclusively presumed to have rejected the Plan and are therefore not entitled to vote:

- Class 9 - Intercompany Claims
- Class 10 - Intercompany Interests
- Class 11 - Equity Interests

For a more detailed discussion of the procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan, please review the Disclosure Statement Order.

**B. Solicitation Packages for Voting Classes**

The following materials constitute the "Solicitation Packages:"

- (a) a cover letter describing the contents of the Solicitation Package, the contents of the enclosed CD-ROM and instructions for obtaining printed copies of any materials provided on the CD-ROM at no charge;
- (b) a CD-ROM containing the following:

- i. the Disclosure Statement (with the Plan annexed thereto and other exhibits); and
  - ii. the Disclosure Statement Order (without exhibits);
- (c) the Confirmation Hearing Notice (as defined in the Disclosure Statement Order);
- (d) a Ballot or Beneficial Ballot, as appropriate, together with a pre-addressed postage-paid envelope; and
- (e) such other materials as the Bankruptcy Court may direct.

### **C. Solicitation and Solicitation Packages for Non-Voting Classes**

#### **1. Unimpaired Classes of Claims and Interests Not Eligible to Vote**

Under section 1126(f) of the Bankruptcy Code, classes that are not impaired under a plan of reorganization are deemed to accept the plan. The following Classes are Unimpaired under the Plan and deemed under section 1126(f) of the Bankruptcy Code to accept the Plan:

- Class 1 - Other Priority Claims
- Class 2 - Secured Tax Claims
- Class 3 - Other Secured Claims

Their votes to accept or reject the Plan will not be solicited. Pursuant to the Disclosure Statement Order, the Solicitation Packages distributed to these parties shall not contain a Ballot but shall instead contain a “Notice of Non-Voting Status with Respect to Unimpaired Classes Deemed to Accept the Plan.”

#### **2. Impaired Class of Interests Not Eligible to Vote**

Under section 1126(g) of the Bankruptcy Code, classes that are not entitled to receive or retain any property under a plan of reorganization are deemed to reject the plan. Holders of Claims and Interests in Classes 9, 10, and 11 receive no property under the Plan and are deemed under section 1126(g) of the Bankruptcy Code to reject the Plan. The votes of Holders of Claims and Interests in Classes 9, 10, and 11 will not be solicited. Pursuant to the Disclosure Statement Order, the Solicitation Packages distributed to these parties shall not contain a cover letter, CD-ROM or Ballot but shall instead contain a “Notice of Non-Voting Status with Respect to Impaired Classes Deemed to Reject the Plan.”

### **D. Voting Procedures**

IN THE CASE OF EACH VOTER OTHER THAN BENEFICIAL HOLDERS, IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST PROPERLY COMPLETE YOUR BALLOT AS SET FORTH ABOVE AND IN ACCORDANCE WITH THE VOTING INSTRUCTIONS ON THE BALLOT, AND PRIME CLERK MUST **ACTUALLY RECEIVE** THE BALLOT ON OR BEFORE OCTOBER 2, 2015, AT 4:00 P.M. (PREVAILING EASTERN TIME), (THE “VOTING DEADLINE”) VIA ELECTRONIC, ONLINE TRANSMISSION THROUGH THE CUSTOMIZED “E-BALLOT” SECTION ON THE DEBTORS’ CASE WEBSITE LOCATED AT <https://cases.primeclerk.com/PatriotCoal>.



**IN THE CASE OF BENEFICIAL HOLDERS, IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE RETURN YOUR BENEFICIAL BALLOT TO YOUR NOMINEE SO THAT THE NOMINEE WILL RECEIVE SUCH BALLOT IN SUFFICIENT TIME TO ENABLE PROCESSING THE BENEFICIAL BALLOT, INCORPORATING THE RESULTS IN A MASTER BALLOT, AND RETURNING SUCH BALLOT TO PRIME CLERK BY THE VOTING DEADLINE VIA U.S. MAIL OR OTHER HAND-DELIVERY SYSTEM AT THE FOLLOWING ADDRESS:**

Patriot Coal Ballot Processing c/o Prime Clerk LLC 830 Third Avenue, 9th Floor New York, New York 10022
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Ballots received after the Voting Deadline will not be counted by the Debtors in connection with the Debtors' request for confirmation of the Plan. The method of delivery of Ballots to be sent to Prime Clerk is at the election and risk of each Holder of a Claim or Interest. Except as otherwise provided in the Plan, such delivery will be deemed made only when the original executed Ballot is *actually received* by Prime Clerk. In all cases, sufficient time should be allowed to assure timely delivery. Original executed Ballots are required. Delivery of a Ballot to Prime Clerk by facsimile, email or any other electronic means will not be accepted. No Ballot should be sent to the Debtors, their agents (other than Prime Clerk), any indenture trustee or the Debtors' financial or legal advisors, or the Creditors' Committee or their financial or legal advisors, and if so sent will not be counted. If no Holders of Claims in a particular Class that is entitled to vote on the Plan vote to accept or reject the Plan, then such Class shall be deemed to accept the Plan.

Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, and those restrictions on modifications set forth in the Plan, the Debtors may alter, amend or modify the Plan, without additional disclosure pursuant to section 1125 of the Bankruptcy Code; *provided, however*, with respect to such modifications, the Debtors will seek the consent of the DIP Lenders and will consult with: the Committee Advisors; counsel to, respectively, the Prepetition Notes Trustee, the Prepetition ABL Agent, the Prepetition LC Agent, the Prepetition Term Agent, and the Prepetition LC/Term Collateral Agent; counsel to each of the signatories to that certain Transaction Support Agreement, dated as of June 2, 2015; and counsel to Blackhawk. After the Confirmation Date and prior to substantial consummation of the Plan, the Debtors may institute proceedings in the Bankruptcy Court pursuant to section 1127(b) of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes of the Plan.

For the avoidance of doubt, if Blackhawk is not selected as the Winning Bidder, then the Debtors will amend the Plan in accordance with Article X.A. of the Plan, as applicable, and serve parties in interest with a supplemental disclosure statement corresponding to the amended Plan.

**E. Releases under the Plan**

Each Ballot advises Creditors in bold and capitalized print that Creditors who (a) vote to accept or reject the Plan and (b) do not elect to opt out of the release provisions contained in Article VIII of the Plan shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever released and discharged the Released Parties from any and all Causes of Action. Creditors who do not grant the releases contained in Article VIII of the Plan will not receive the benefit of the releases set forth in Article VIII of the Plan.

**ARTICLE IX.  
RIGHTS OFFERING AND RIGHTS OFFERING PROCEDURES**

**A. Overview of the Rights Offering<sup>25</sup>**

The Plan incorporates a Rights Offering in order to raise Cash as follows: For an aggregate subscription price of \$13,500,000, each participant in the Rights Offering that subscribes will receive its Pro Rata share of (a) \$16,875,000 of Combined Company First Lien Term Loan and (b) \$9,250,000 of Combined Company Second Lien Term Loans (together with the Combined Company First Lien Term Loan, the “Rights Offering Loans”). Rights will be exercisable first by Holders of Allowed Prepetition LC Facility Claims and if not fully subscribed by such Holders, Rights will then be exercisable by Holders of Allowed Prepetition Term Loan Facility Claims.

Rights to purchase Rights Offering Loans at the applicable Subscription Purchase Price, will be distributed to the Rights Offering Participants, as applicable. Participation in the Rights Offering will be Pro Rata for Holders of Allowed Prepetition LC Facility Claims and, if applicable, Holders of Allowed Prepetition Term Loan Facility Claims, based on each such Holder’s face amount ownership of the Prepetition LC Facility or Prepetition Term Loan Facility, as applicable, relative to the total face amount of the Prepetition LC Facility or Prepetition Term Loan Facility, as applicable (such owner’s “Pro Rata Percentage”).

The Rights Offering Backstop Parties’ commitment letters continue to be negotiated. The Debtors anticipate that such letters will not include any backstop or other fees but will include customary expense reimbursement. The Debtors will file the forms of the commitment letters prior to the commencement of the Confirmation Hearing and will seek approval of such letters in connection with confirmation of the Plan.

The Debtors have designated Prime Clerk, LLC as the “Subscription Agent” for the Rights Offering.

**B. The Rights Offering Procedures**

The Rights Offering Procedures are attached hereto as Exhibit D and summarized below.

**1. Rights Offering Participants**

- A “Rights Offering Participant” means (a) a Holder of an Allowed Prepetition LC Facility Claim, (b) a Holder of an Allowed Prepetition Term Loan Facility Claim, or (c) an Eligible Affiliate to whom the Rights of a Holder of an Allowed Prepetition LC Facility Claim or an Allowed Prepetition Term Loan Facility Claim were transferred in accordance with these Rights Offering Procedures.

**2. Initial Allocation**

- Each Holder of Allowed Prepetition LC Facility Claim will receive Rights to participate in the Rights Offering pursuant to which such Holder may purchase its applicable share of the Combined Company First Lien Term Loan and the Combined Company Second Lien Term Loan, in each case in accordance with these Rights Offering Procedures.
- If the Rights Offering is not fully subscribed by Holders of Allowed Prepetition LC Facility Claims, each Holder of an Allowed Prepetition Term Loan Facility Claim will receive Rights to participate in the Rights Offering pursuant to which such Holder may purchase its applicable share of the Combined Company First Lien Term Loan and the Combined Company Second Lien Term Loan, in each case in accordance with these Rights Offering Procedures.

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<sup>25</sup> Capitalized terms used in this Article IX but not otherwise defined in this Disclosure Statement or the Plan have the meanings given to them in the Rights Offering Procedures.

### 3. Subscription

- In order to exercise Rights, a Rights Offering Participant must timely deliver a duly completed and executed Subscription Form and the other documents referenced therein and the Subscription Purchase Price (as calculated pursuant to the Subscription Form) by wire transfer or bank or cashier's check, as set forth in the Subscription Form, in accordance with the Rights Offering Procedures.
- The Subscription Form will indicate each Rights Offering Participant's initial allocation of Rights.
- Once a Rights Offering Participant has exercised its Rights in accordance with the Rights Offering Procedures, such exercise will be irrevocable unless the Rights Offering is not consummated by the Effective Date.
- To the extent that any portion of the Subscription Purchase Price paid to the Subscription Agent is not used, the Subscription Agent will return such portion, and any interest accrued thereon from the Subscription Deadline through the date such portion is mailed to the applicable Rights Offering Participant, to the applicable Rights Offering Participant by the earlier of: (a) ten (10) Business Days after the Closing Date and (b) November 30, 2015.
- **Unexercised Rights will be relinquished on the Subscription Deadline.** A Holder eligible to participate in the Rights Offering, as applicable, will automatically relinquish and waive all rights to participate in the Rights Offering to the extent the Subscription Agent for any reason does not receive from such Holder, on or before the Subscription Deadline, a duly completed and executed Subscription Form and the other documents referenced therein and the Subscription Purchase Price (as calculated pursuant to the Subscription Form) by wire transfer or bank or cashier's check, as set forth in the Subscription Form, with respect to such Holder's Rights.
- All questions concerning the timeliness, viability, form, and eligibility of any exercise of Rights will be determined by the Debtors or the Combined Company, as applicable, whose good faith determinations absent manifest error will be final and binding.

### 4. Transfer Procedures and Restrictions

- A Rights Offering Participant's Rights may not be transferred other than to an Eligible Affiliate.
- **IF ANY PORTION OF A PREPETITION LC FACILITY CLAIM OR PREPETITION TERM LOAN FACILITY CLAIM OR ANY RIGHTS IN CONNECTION THEREWITH HAVE BEEN TRANSFERRED NOT IN ACCORDANCE WITH THE RIGHTS OFFERING PROCEDURES, SUCH CORRESPONDING RIGHTS WILL BE CANCELLED, AND NEITHER THE TRANSFEROR NOR THE TRANSFEREE OF SUCH CLAIM OR SUCH RIGHTS WILL RECEIVE RIGHTS IN CONNECTION WITH SUCH CLAIM OR RIGHTS.**

### 5. Duration of the Rights Offering

- The Rights Offering will commence on the day upon which the Subscription Agent completes the distribution of Subscription Forms to the Rights Offering Participants, which the Debtors estimate to be no later than September 22, 2015.

- The Rights Offering will expire on the Subscription Deadline (*i.e.*, October 2, 2015 at 5:00 p.m., prevailing Eastern Time), or such later time as determined by the Debtors in their sole discretion.

**ARTICLE X.  
CERTAIN FACTORS TO BE CONSIDERED PRIOR TO VOTING**

HOLDERS OF CLAIMS AND INTERESTS SHOULD READ AND CONSIDER CAREFULLY THE FACTORS SET FORTH BELOW, AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT AND THE DOCUMENTS DELIVERED TOGETHER HERewith, REFERRED TO OR INCORPORATED BY REFERENCE HEREIN, PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN. THESE FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN AND ITS IMPLEMENTATION.

**A. Certain Bankruptcy Considerations**

**1. Parties in Interest May Object to the Plan's Classification of Claims and Interests**

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests, each encompassing Claims and Interests that are substantially similar to the other Claims and Interests in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

**2. Failure to Satisfy Vote Requirements**

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may seek to confirm an alternative chapter 11 plan. There can be no assurance that the terms of any such alternative chapter 11 plan would be similar or as favorable to the Holders of Allowed Claims as those proposed in the Plan.

**3. The Debtors May Not Be Able to Secure Confirmation of the Plan**

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan, and requires, among other things, a finding by the Bankruptcy Court that: (a) such plan "does not unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting holders of claims and equity interests within a particular class under such plan will not be less than the value of distributions such holders would receive if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting Holder of an Allowed Claim or an Allowed Interest might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determined that this Disclosure Statement, the balloting procedures and voting results were appropriate, the Bankruptcy Court could still decline to confirm the Plan if it found that any of the statutory requirements for Confirmation had not been met. If the Plan is not confirmed, it is unclear what distributions, if any, Holders of Allowed Claims and Allowed Interests would receive with respect to their Allowed Claims and Allowed Interests.

The Debtors, subject to the terms and conditions of the Plan, reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications could result in a less favorable

treatment of any Class than the treatment currently provided in the Plan. Such less favorable treatment could include a distribution of property to the Class affected by the modification of a lesser value than currently provided in the Plan or no distribution of property whatsoever under the Plan. Changes to the Plan may also delay the confirmation of the Plan and the Debtors' emergence from chapter 11.

#### **4. Nonconsensual Confirmation**

In the event that any impaired class of claims or interests does not accept a chapter 11 plan, a bankruptcy court may nevertheless confirm a plan at the proponents' request if at least one impaired class has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting impaired classes. The Debtors believe that the Plan satisfies these requirements, and the Debtors may request such nonconsensual Confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach this conclusion. In addition, the pursuit of nonconsensual Confirmation of the Plan may result in, among other things, increased expenses and the expiration of any commitment to provide support for the Plan, financially or otherwise.

#### **5. The Debtors May Object to the Amount or Classification of a Claim**

Except as otherwise provided in the Plan, the Debtors reserve the right to object to the amount or classification of any Claim under the Plan. The estimates set forth in this Disclosure Statement cannot be relied upon by any Holder of a Claim where such Claim is or may be subject to an objection. Any Holder of a Claim that is or may be subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

#### **6. The Debtors May Not Be Able to Satisfy All Administrative Claims**

As described in Article IV.B.6 of this Disclosure Statement, certain parties in interest objected to the Bidding Procedures on the basis that, among other things, the Blackhawk Transaction would prevent the Debtors from paying all Administrative Claims in full in Cash on the Effective Date. While the Bankruptcy Court approved the Bidding Procedures and overruled these parties' objections, the Debtors continue to reserve their right to object to the amount and classification of any such claims.

As of the date hereof, the Debtors' estimate there will be Allowed Administrative Claims in an amount of approximately \$75 million. This estimate is subject to further reconciliation and could increase after Governmental Units file Proofs of Claims, which must be filed in advance of the Governmental Bar Date of November 9, 2015 at 5:00 pm prevailing Eastern Time. The Debtors also estimate there will be approximately \$21.5 million in Cure Costs.

As discussed above in Article III.B.3.a and Article IV.B.9, the UMWA Health and Retirement Funds contend that the Debtors may face additional administrative expense claims for (i) the Debtors' Coal Act obligations and (ii) some or all of the withdrawal liability to the 1974 Pension Plan.

If the Allowed Administrative Claims exceed the Debtors' estimates and if the Debtors are unable to consummate the VCLF Transaction or a higher or better transaction, they may not be able to pay all Administrative Claims in full in cash on the Effective Date. This inability will cause the Plan to be unconfirmable pursuant to the provisions of the Bankruptcy Code, absent consent to the different treatment by the applicable parties.

#### **7. Risk of Non-Occurrence of the Effective Date**

The Debtors can provide no assurance as to the timing or as to whether the Effective Date will, in fact, occur. The occurrence of the Effective Date is subject to certain conditions precedent as described in Article IX of the Plan, including, among others, those relating to consummation of the Plan, as well as the receipt of certain

regulatory approvals. Failure to meet any of these conditions could result in the Plan not being consummated or the Confirmation Order being vacated.

**8. Contingencies Could Affect Votes of Impaired Classes to Accept or Reject the Plan**

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims and Allowed Interests to be subordinated to other Allowed Claims and Allowed Interests. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims and Allowed Interests under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

**9. The Actual Amount of Allowed Claims May Differ From the Estimated Claims and Adversely Affect the Percentage Recovery of Claims**

The estimated Claims and creditor recoveries set forth in this Disclosure Statement are based on various assumptions, and the actual Allowed amounts of Claims may significantly differ from the estimates. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may vary from the estimated Claims contained in this Disclosure Statement. Moreover, the Debtors cannot determine with any certainty at this time, the number or amount of Claims that will ultimately be Allowed. Such differences may materially and adversely affect, among other things, the percentage recoveries to Holders of Allowed Claims under the Plan.

**10. Release, Injunction, and Exculpation Provisions May Not Be Approved**

Article VIII of the Plan provides for certain releases, injunctions, and exculpations. All of the releases, injunctions, and exculpations provided in the Plan are subject to objection by parties in interest and may not be approved.

**11. Certain Liabilities May Not Be Fully Extinguished as a Result of the Confirmation of the Plan**

Although a significant amount of the Debtors' current liabilities will be discharged pursuant to the Plan upon emergence from the Chapter 11 Cases, a number of obligations may remain in effect following the Effective Date. Various agreements and liabilities may remain in place, such as potential employee benefit and pension obligations, potential environmental liabilities related to sites in operation or formerly operated by the Debtors, and other contracts or leases that, even if modified during the Chapter 11 Cases, may still subject the Debtors to substantial obligations and liabilities.

**B. Risk Factors and Considerations Regarding Recoveries and the Companies'<sup>26</sup> Businesses and Operations**

**1. The Companies May Not Be Able to Achieve Their Projected Financial Results**

The financial projections set forth on Exhibit E to this Disclosure Statement represent the best estimate of the future financial performances of the Combined Company and the Liquidating Trust based on currently known facts and assumptions about future operations as well as the United States and world economies in general and, specifically, the coal industry. The actual financial results may differ significantly from the projections. If the Combined Company does not achieve its projected financial results, then the value of the Combined Company's debt or equity issued pursuant to the Plan may experience a decline and the Companies may lack sufficient liquidity to continue operating as planned after the Effective Date. Likewise, if the Liquidating Trust, which may continue to

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<sup>26</sup> As used in Article X.B of this Disclosure Statement, "Companies" means the Debtors prior to the Effective Date, the Liquidating Trust, and/or the Combined Company after the Effective Date, as applicable.

conduct certain of the Debtors' operations after the Effective Date, does not achieve its projected financial results, then the Liquidating Trust may not have the ability to satisfy costs associated with various environmental, health, and safety regulations applicable to the Debtors' operations, and state and federal agencies may take enforcement actions that force such operations to shut down immediately.

**2. The Blackhawk Transaction May Not Close**

Blackhawk has agreed to purchase certain of the Debtors' assets and assume certain liabilities through the Blackhawk Transaction, subject to the overbid process described in Article IV.B.6 of this Disclosure Statement; *provided* that certain conditions be met, including that the filing and approval of the Plan and this Disclosure Statement, Confirmation, and, if applicable, the closing of the Blackhawk Transaction occur within the respective time periods specified in the Blackhawk APA and that no event giving rise to termination of the Blackhawk APA has occurred (such events as set forth in the Blackhawk APA).

To the extent the terms or conditions of the Blackhawk Transaction are not satisfied or modified in the Debtors and Blackhawk's sole discretion, or to the extent other events giving rise to termination of the Blackhawk APA occur, the Blackhawk APA may be terminated prior to Confirmation or consummation of the Plan. Such termination could adversely affect creditor recoveries as well as the Debtors' ability to confirm and consummate the Plan.

**3. The VCLF Transaction May Not Close**

VCLF has agreed to purchase certain of the Debtors' assets and assume certain liabilities through the VCLF Transaction; *provided* that certain conditions be met, including that the filing and approval of the Plan and this Disclosure Statement, Confirmation, and the closing of the VCLF Transaction occur within the time periods specified in the VCLF APA and that no event giving rise to termination of the VCLF APA has occurred (such events as set forth in the VCLF APA).

To the extent the terms or conditions of the VCLF Transaction are not satisfied or modified as provided in the VCLF APA or to the extent other events giving rise to termination of the VCLF APA occur, the VCLF APA may be terminated prior to Confirmation or consummation of the Plan. Such termination could adversely affect creditor recoveries as well as the Debtors' ability to confirm and consummate the Plan.

**4. The Loss of the Services of Key Personnel Could Have a Material Adverse Effect on the Combined Company's Business**

The leadership of the Combined Company's executive officers and directors will likely form a critical element of the Combined Company's success. The death or disability of any of the Combined Company's executive officers or directors, or other extended or permanent loss of their services, or any negative market or industry perception with respect to them or arising from their loss, could have a material adverse effect on the Combined Company's businesses. The Combined Company's executive officers and other members of senior management have substantial experience and expertise in the Combined Company's business that will likely make significant contributions to the Combined Company's growth and success. The unexpected loss of services of one or more of these individuals could also adversely affect the Combined Company.

**5. Acts of Terrorism, War, Natural Disasters, Severe Weather, and Political, Economic, and Military Conditions May Impede the Companies' Ability to Operate or May Otherwise Negatively Affect Their Financial Results**

Terrorist attacks and other acts of war or hostility have created many economic and political uncertainties. The Debtors cannot predict the extent to which disruptions in air or other forms of travel as a result of terrorist acts, security alerts or wars, uprisings, or hostilities throughout the world will directly or indirectly affect the Combined Company's or Liquidating Trust's businesses and operating results, as applicable. In addition, natural and man-made disasters such as major fires, floods, hurricanes, earthquakes, and oil spills could also adversely affect the Combined Company's or Liquidating Trust's business and operating results, as applicable. Such events could lead

to the loss of use of one or more mining facilities for an extended period of time and disrupt the ability to mine or deliver coal to customers.

In most cases, the Combined Company and Liquidating Trust have insurance that covers portions of losses from natural disasters, but that insurance remains subject to deductibles and maximum payouts in many cases. Although the Combined Company and Liquidating Trust may have insurance coverage for natural disasters, the timing of their receipt of insurance proceeds, if any, is out of their control. Additionally, a natural disaster affecting one or more of the Combined Companies' properties may affect the level and cost of insurance coverage they can obtain in the future, which may adversely affect the Combined Companies' financial position.

**6. New Developments in the Regulation of Greenhouse Gas and Other Air Emissions, Coal Ash, and Other Environmental Matters Could Materially Adversely Affect the Combined Company's Customers' Demand for Coal and the Combined Company's Financial Condition, Results of Operations, and Cash Flows**

One by-product of burning coal is carbon dioxide, which has been reported in certain studies to be linked as a contributor to climate change. Legislators have considered and, in some cases, passed significant new laws to address climate change, including, among others, those that would impose a nationwide cap on carbon dioxide and other greenhouse gas emissions and require large sources, including coal-fueled power plants, to obtain "emission allowances" to meet that cap, with the ultimate goal of reducing greenhouse gas emissions. The EPA and other regulators are using existing laws, including the federal Clean Air Act, to impose obligations, including emission limits and technology-based requirements, on carbon dioxide and other greenhouse gas emissions. Such initiatives may cause a reduction in the amount of coal that the Combined Company's customers purchase from the Combined Company, which could adversely affect the Combined Company's results of operations.

Current and potential future international, federal, state, regional or local laws, regulations or court orders addressing greenhouse gas emissions and/or coal ash, or emissions of sulfur dioxide, nitrogen oxides, mercury and other hazardous air pollutants and/or particulate matter, will likely require additional controls on coal-fueled power plants and industrial boilers and may cause some users of coal to close existing facilities, reduce construction of new facilities or switch from coal to alternative fuels. These ongoing and future developments may have a material adverse impact on the global supply and demand for coal, and as a result could materially adversely affect the Combined Company's financial condition, results of operations and cash flows. Even in the absence of future regulatory developments, increased awareness of, and any adverse publicity regarding, greenhouse gas and other air emissions and coal ash disposal associated with coal and coal-fueled power plants, could adversely affect the Combined Company and the Combined Company's customers' reputations and reduce demand for coal.

**7. Like Many Coal Producers, the Combined Company Will Likely Have Difficulty Complying with Permit Restrictions Relating to the Discharge of Selenium into Surface Water, which Could Leave to Court Challenges and Related Orders and Settlements, the Combined Company's Payment of Fines and Penalties, and the Imposition of Requirements that May in the Future Require the Combined Company to Incur Material Additional Costs and May Be Difficult to Resolve or Satisfy on a Timely Basis Given Current Technology**

Selenium is a naturally occurring element that is encountered in earthmoving operations. The extent of selenium occurrence varies depending upon site specific geologic conditions. Selenium is encountered globally in coal mining, phosphate mining, and agricultural operations. In coal mining applications, selenium can be discharged to surface water when mine tailings are exposed to rain and other natural elements. Selenium effluent limits are included in permits issued to us and other coal mining companies.

The Debtors have established a liability for the treatment of outfalls with known selenium exceedances. The liability reflects the estimated total costs of implementing and maintaining selected or planned selenium treatment systems for these outfalls. Selenium treatment technologies are developing rapidly and the liability is based upon treatment installation and operating assumptions that may change.

The Combined Company may incur additional costs relating to the selenium litigation, including potential fines and penalties relating to selenium matters. Additionally, as a result of ongoing litigation matters and federal



regulatory initiatives related to water quality standards that affect valley fills, impoundments, and other mining practices, including the selenium discharge matters described above, the process of applying for new permits has become more time-consuming and complex, the review and approval process is taking longer, and in certain cases, permits may not be issued.

**8. The Environmental, Health, and Safety Regulations Applicable to the Combined Company's Mining Operations Impose Significant Costs, and Future Regulations or Changes in the Interpretation or Application or Enforcement of Existing Regulations Could Increase those Costs and Limit the Combined Company's Ability to Produce Coal**

Federal and state authorities regulate the coal mining industry with respect to matters such as employee health and safety, permitting and licensing requirements, the protection of the environment, plants and wildlife, reclamation and restoration of mining properties after mining is completed, surface subsidence from underground mining, and the effects that mining has on groundwater quality and availability. Numerous governmental permits and approvals are required for mining operations.

The costs, liabilities, and requirements associated with addressing the outcome of inspections and complying with these environmental, health, and safety requirements are often significant and time-consuming and may delay commencement or continuation of exploration or production. New or revised legislation or administrative regulations (or a change in judicial or administrative interpretation, application or enforcement of existing laws and regulations), including proposals related to the protection of the environment or employee health and safety, that would further regulate and tax the coal industry or users of coal, may also require the Combined Company or its customers to change operations significantly or incur increased costs, which may materially adversely affect the Combined Company's mining operations and their cost structure. Failure to comply with these laws and regulations may result in the assessment of administrative, civil and criminal fines or penalties, the acceleration of cleanup and site restoration costs, the issuance of injunctions to limit or cease operations, and the suspension or revocation of permits and other enforcement measures that could have the effect of limiting production from the Combined Company's operations.

Additionally, the Mine Safety and Health Administration (the "MSHA") may order the temporary closure of mines in the event of a perceived imminent danger to miners' safety or health or for certain violations of safety rules. The Combined Company's customers may challenge the Combined Company's issuance of force majeure notices in connection with such closures. If these challenges are successful, the Combined Company could be obligated to make up lost shipments, to reimburse customers for the additional costs to purchase replacement coal, or, in some cases, to terminate certain sales contracts. Existing and future environmental, health, and safety regulations, and the enforcement thereof, could have a material adverse effect on the Combined Company's financial condition, results of operations, and cash flows.

**ARTICLE XI.  
SECURITIES LAW MATTERS**

**A. Issuance of Securities under the Plan**

The Plan provides for the issuance of Combined Company Warrants to the Combined Company 1.5 Lien Term Loan Lenders. The Debtors believe that the Combined Company Warrants are a "security," as defined in section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code, and applicable state securities laws.

The Debtors believe the offering, issuance, and distribution of any securities in connection with the VCLF Transaction shall be exempt from, among other things, the registration and prospectus delivery requirements of section 5 of the Securities Act and any other applicable state or federal law requiring registration and/or prospectus delivery prior to the offering, issuance, distribution, or sale of securities to the fullest extent permitted by law pursuant to section 1145 of the Bankruptcy Code or another exemption from the registration requirements of the Securities Act.

**B. Section 4(a)(2) Securities**

Section 4(a)(2) of the Securities Act provides that the issuance of securities by an issuer in transactions not involving any public offering are exempt from registration under the Securities Act. Regulation D is a non-exclusive safe harbor from registration promulgated by the SEC under section 4(a)(2) of the Securities Act.

The Debtors believe that the Combined Company Warrants (the “Section 4(a)(2) Securities”) are issuable without registration under the Securities Act in reliance upon the exemption from registration provided under section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. These securities will be “restricted securities” subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only pursuant to registration, or an applicable exemption from registration, under the Securities Act and other applicable law, as described below. The Debtors do not plan to register the Section 4(a)(2) Securities, thus, persons who receive Section 4(a)(2) Securities will not be permitted to offer, sell or otherwise transfer their Section 4(a)(2) Securities except pursuant to an available exemption from registration.

Rule 144 provides an exemption for the public resale of restricted securities, such as Section 4(a)(2) Securities, if certain conditions are met. These conditions depend on whether the holder of the securities is considered to be an “affiliate” of the issuer. An affiliate is defined as “a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the issuer.” A holder of Section 4(a)(2) Securities who is an affiliate of the Combined Company may resell Section 4(a)(2) Securities after the six-month holding period only if, at the time of the sale, certain current public information regarding the issuer is available and only if the affiliate also complies with the volume, manner of sale and notice requirements of Rule 144. A holder of Section 4(a)(2) Securities who is not, and has not been for at least three months, an affiliate of the Combined Company or its predecessor, may resell Section 4(a)(2) Securities after a six-month holding period if at the time of the sale there is available certain current public information regarding the issuer, and may sell the securities after a one-year holding period whether or not there is current public information regarding the issuer. However, the Combined Company has no current plans to make the current public information required by Rule 144 publicly available for the foreseeable future. This will eliminate the ability of a holder of Section 4(a)(2) Securities who is an affiliate of the Combined Company to avail itself of Rule 144.

The Debtors are considering whether additional disclosure regarding the VCLF Equity Grant, as applicable, in accordance with the terms set forth in Section 7.12 of the VCLF APA, should be included in this Article XI. To the extent the Debtors determine to include additional disclosure regarding the VCLF Equity Grant, the Debtors plan to do so in connection with the Plan Supplement.

GIVEN THE COMPLEX AND SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A PARTICULAR HOLDER MAY BE AN AFFILIATE AND THE HIGHLY FACT SPECIFIC NATURE OF THE AVAILABILITY OF EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT, INCLUDING THE EXEMPTIONS AVAILABLE UNDER SECTION 4 OF THE SECURITIES ACT, THE RULES PROMULGATED THEREUNDER, AND RULE 144 UNDER THE SECURITIES ACT, THE DEBTORS AND THE COMBINED COMPANY MAKE NO REPRESENTATION CONCERNING THE RIGHT OF ANY PERSON TO TRANSFER THE COMBINED COMPANY WARRANTS OR ANY OTHER SECURITIES OF THE COMBINED COMPANY. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF THE COMBINED COMPANY WARRANTS OR ANY OTHER SECURITIES OF THE COMBINED COMPANY CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE THE COMBINED COMPANY WARRANTS OR OTHER SECURITIES OF THE COMBINED COMPANY.

**C. Other Transfer Restrictions Applicable to New Class B Units and Rights Offering Units**

Any other transfer restrictions applicable to the Combined Company shall be disclosed in the Combined Company’s organizational documents, which shall be filed as part of the Plan Supplement.

**ARTICLE XII.  
CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN**

**A. Introduction**

The following summarizes certain U.S. federal income tax consequences expected to result from the consummation of the Plan as they relate to the Debtors and to beneficial owners of Claims and Interests entitled to vote on the Plan. This summary is intended for general information purposes only, is not a complete analysis of all potential federal income tax consequences that may be relevant to any particular Holder, and does not address any tax consequences arising under any state, local, or foreign tax laws or federal estate or gift tax laws.

This discussion is based on the Internal Revenue Code (the “IRC”), United States Treasury Regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the IRS, all as in effect on the date of this Disclosure Statement. These authorities may change, possibly with retroactive effect, resulting in federal income tax consequences different from those discussed below. No ruling has been or will be sought from the IRS, and no legal opinion of counsel will be rendered, with respect to the matters discussed below. There can be no assurance that the IRS will not take a contrary position regarding the federal income tax consequences resulting from the consummation of the Plan or that any contrary position would not be sustained by a court.

This summary does not apply to Holders that are not United States persons for U.S. federal income tax purposes or that are otherwise subject to special treatment under U.S. federal income tax law (including, for example, banks, governmental authorities or agencies, financial institutions, insurance companies, pass through entities, tax exempt organizations, brokers and dealers in securities, mutual funds, small business investment companies, and regulated investment companies). Moreover, this summary does not purport to cover all aspects of U.S. federal income taxation that may apply to the Debtors and Holders based upon their particular circumstances. Holders should consult their tax advisors regarding the U.S. federal income tax consequences to them of the consummation of the Plan, as well as any tax consequences arising under any state, local, or foreign tax laws, or any other federal tax laws.

Non-U.S. Holders, particularly those who may receive the VCLF Equity Grant in connection with the Plan, are urged to consult their tax advisors regarding the U.S. federal income tax consequences to them of the exchanges contemplated by the Plan and the subsequent disposition of the VCLF Equity Grant. Potential U.S. federal income tax consequences may include, but are not limited to the following. Because VCLF owns U.S. real property, certain non-U.S. Holders may be subject to U.S. federal income tax with respect to gain on disposition of the VCLF Equity Grant under the Foreign Investment in Real Property Tax Act (the “FIRPTA”). Additionally, because VCLF may be a pass-through entity, for U.S. federal income tax purposes, non-U.S. Holders that acquire VCLF equity may be subject to federal income tax and may be required to file U.S. tax returns.

However, the Debtors and the Committee are reviewing the structure of the VCLF Transaction to determine whether such transaction may be structure in a manner that preserve to the greatest extent possible the Debtors’ existing tax attributes.

This summary assumes that the Debtors will liquidate in connection with the Plan and that no corporation will succeed to Patriot’s tax attributes. In the event that the Debtors do not liquidate or there are tax successors to the Debtors, the results will be different than those described below.

**This discussion is limited to the federal tax issues addressed in this Disclosure Statement. Additional issues may exist that are not addressed in this discussion and that could affect the federal tax treatment of consummation of the Plan. This discussion was written in connection with the promotion or marketing by the Debtors of the Plan, and it cannot be used by any person for the purpose of avoiding penalties that may be asserted against the person under the IRC. Holders should seek their own advice based on their particular circumstances from an independent tax advisor.**

**B. Certain U.S. Federal Income Tax Consequences to the Debtors**

**1. Gain or Loss from the Transfer of Debtors' Assets**

Under the Plan, the Debtors expect to transfer certain of their assets to Blackhawk, a limited liability company treated as a partnership for U.S. federal income tax purposes and certain of their assets to VCLF. The Debtors expect both exchanges to be treated as a fully taxable event and expect to recognize taxable gain or loss based on the difference between the fair market value of the transferred assets and the Debtors' tax basis in these assets.

Pursuant to the Plan, the Debtors will transfer all remaining assets to a liquidating trust (*i.e.* the Liquidating Trust), which is intended to be treated as a grantor trust, for the benefit of certain Holders. The formation of the Liquidating Trust is a taxable event and the Debtors will be treated as though they transferred their assets to those certain Holders in a taxable transaction.

To the extent that the Debtors realize gain from the transfer of assets in the above transactions, the Debtors believe that they will have sufficient net operating losses ("NOLs") to offset any gain, although there could be some liability to the Debtors in certain states and under the federal alternative minimum tax.

The Plan also provides that the equity of one or more reorganized Debtors may be transferred to the Liquidating Trust. To the extent that that occurs and the reorganized Debtor is a corporation for tax purposes, such Debtor would not recognize gain or loss in the transfer and such Debtor would retain its tax basis in its remaining assets and any remaining tax attributes, subject to reduction as described below.

**2. Cancellation of Debt and Reduction of Attributes**

The IRS provides that a debtor in a bankruptcy case must reduce certain of its tax attributes, such as NOLs, NOL carryforwards, tax credits, and tax basis in assets, by the amount of any cancellation of indebtedness ("COD") income realized upon consummation of the Plan. COD income is the amount by which the indebtedness discharged (reduced by any unamortized discount) exceeds any consideration given in exchange therefore, subject to certain statutory or judicial exceptions that can apply to limit the amount of COD income (such as where the payment of the canceled debt would have given rise to a tax deduction). The reduction of tax attributes occurs at the beginning of the taxable year following the taxable year in which the COD income was realized. Because the Debtors will have transferred all of their assets to Blackhawk, VCLF, or to the Liquidating Trust, the only tax attributes that will remain subject to reduction will be the Debtors' NOLs and tax credits that remain following the transfer of the assets. The Debtors expect that any such remaining NOLs and tax credits will be reduced or eliminated, but that the Debtors will not have any U.S. federal income tax liability as a result of the COD income.

To the extent that any Debtors remain in existence and are transferred to the Liquidating Trust, and retain any NOLs or tax credits following reduction for COD income, the use of such NOLs and tax credits will be subject to limitation under section 382 of the IRC.

**C. Certain U.S. Federal Income Tax Consequences to the Holders of Claims and Interests**

**1. Consequences to Holders of Prepetition ABL Facility Claims, Prepetition LC Facility Claims, Prepetition Term Loan Facility Claims, Prepetition Notes Claims, and General Unsecured Claims.**

For the purposes of the following discussion of tax consequences to Holders, the character of any recognized gain as capital gain or ordinary income will be determined by a number of factors, including the tax status of the Holder, the nature of the Claim in such Holder's hands (including whether the Claim constitutes a capital asset), whether and to what extent the Holder has previously claimed a bad-debt deduction with respect to its Claim, whether the Claim was purchased at a discount (discussed below), and whether any part of the Holder's recovery is treated as being on account of accrued but unpaid interest (discussed below).

**a. Holders of Prepetition ABL Facility Claims**

Holders of Prepetition ABL Facility Claims that receive a combination of cash and Combined Company New ABL pursuant to the Plan generally will realize income, gain or loss. With respect to the Combined Company New ABL, Holders will realize income, gain or loss if either (i) such Holder is treated as having received interest, damages, or other income in connection with the exchange or (ii) such exchange is considered a “significant modification” of the Claim. The Debtors expect the exchange will be a significant modification. A Holder with such Claim will recognize capital gain or loss in the amount of the difference between (i) the sum of issue price (as described below) of the Combined Company New ABL and the amount of any cash consideration received by the Holder and (ii) such Holder’s basis in the Claims. To the extent that any gain is recognized with respect to Claims that were acquired with market discount (as described below) or is attributable to accrued but untaxed interest on such Claims (as described below), Holders with such Claims will be required to include such amount as ordinary income. A Holder’s holding period for the Combined Company New ABL should begin on the day following the Effective Date.

**b. Prepetition LC Facility Claims**

Holders of Prepetition LC Facility Claims that receive Combined Company Second Lien Term Loans and Prepetition LC Facility Rights pursuant to the Plan will generally realize gain or loss if either (i) such Holder is treated as having received interest, damages, or other income in connection with the exchange or (ii) such exchange is considered a “significant modification” of the Claim. The Debtors expect the exchange will be a significant modification and a Holder with such a Claim will recognize capital gain or loss in the amount of the difference between (i) the issue price (as described below) of the Combined Company Second Lien Term Loans received by the Holder and the fair market value of the Prepetition LC Facility Rights and (ii) such Holder’s basis in the Claim. To the extent that any gain is recognized with respect to Claims that were acquired with market discount (as described below) or is attributable to accrued but untaxed interest on such Claims (as described below), Holders with such Claims will be required to include such amount as ordinary income. A Holder’s holding period for the Combined Company Second Lien Term Loans should begin on the day following the Effective Date. A Holder’s basis in the Prepetition LC Facility Rights will be equal to fair market value of the Rights.

**c. Holders of Prepetition Term Loan Facility Claims**

Holders of Prepetition Term Loan Facility Claims will receive the Prepetition Term Loan Rights and a pro rata share of the GUC Distribution Pool, which will generally be either assets placed in the Liquidating Trust or the VCLF Equity Grant. Holders will recognize gain or loss equal to the difference between (A) the fair market value of (i) such Holder’s share of the Liquidating Trust or VCLF Equity and (ii) the Prepetition Term Loan Rights and (B) such Holder’s adjusted basis in such Prepetition Term Loan Facility Claims. To the extent that any gain is recognized with respect to Claims that were acquired with market discount (as described below) or is attributable to accrued but untaxed interest on such Claims (as described below), Holders with such Claims will be required to include such amount as ordinary income. A Holder’s basis in the Prepetition Term Loan Rights will be equal to the fair market value of the Rights.

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, pursuant to Treasury Regulation section 301.7701-4(d) and related regulations, the Debtors believe that the Liquidating Trustee intends to take a position on the Liquidating Trust’s tax return that the Liquidating Trust should be treated as a grantor trust established for the benefit of Holders of Allowed General Unsecured Claims for U.S. federal income tax purposes. The VCLF Equity Grant will likely consist of member interests in VCLF, a limited liability company, but it is unclear whether VCLF will elect to be taxed as a corporation or will instead be taxed as a partnership for U.S. income tax purposes. Holders of Allowed Prepetition Term Loan Facility Claims that receive a beneficial interest in the Liquidating Trust will be treated for U.S. federal income tax purposes as receiving their Pro Rata shares of the Liquidating Trust Assets and the Liquidating Trust Funding Mechanism transferred to the Liquidating Trust from the Debtors in a taxable exchange for their Allowed Claims and then contributing such Pro Rata shares to the Liquidating Trust in exchange for beneficial interests in the Liquidating Trust. Holders generally will recognize gain or loss equal to the difference between (i) the fair market value of the Holders’ respective share of the Liquidating Trust Assets or the VCLF Equity Grant and (ii) the Holders’ respective adjusted basis in such Claims. To the extent that any gain is recognized with respect to Claims that were acquired with market discount (as

described below) or is attributable to accrued but untaxed interest on such Claims (as described below), Holders with such Claims will be required to include such amount as ordinary income. Holders of such Allowed Claims that receive a beneficial interest in the Liquidating Trust or Holders that receive VCLF Equity if VCLF is taxed as a partnership will be required to report on their U.S. federal income tax returns for each year their share of the Liquidating Trust's or VCLF's items of income, gain, loss, deduction, and credit recognized by the Liquidating Trust or VCLF for such year. This may result in such Holders being subject to tax on their allocable share of the Liquidating Trust's taxable income prior to receiving any cash distributions from the Liquidating Trust or VCLF. Holders of Allowed Prepetition Term Loan Facility Claims that receive a beneficial interest in the Liquidating Trust are urged to consult their tax advisors regarding the tax consequences of the right to receive and of the receipt (if any) of property from the Liquidating Trust.

To the extent that the Liquidating Trust carries on an operating business (either directly or through one or more reorganized Debtors) it may not qualify as a grantor trust under Treasury Regulations section 301.7701-4(d) in which case it may be subject to a separate entity level tax as if it were a corporation. Holders of Prepetition Term Loan Facility Claims are encouraged to consult their tax advisors regarding the tax treatment of the Liquidating Trust.

**d. Holders of Prepetition Notes Claims and General Unsecured Claims**

Holders of General Unsecured Claims and Prepetition Notes Claims will receive a pro rata share of the GUC Distribution Pool, which will generally be either the assets placed in the Liquidating Trust or the VCLF Equity Grant. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, pursuant to Treasury Regulation section 301.7701-4(d) and related regulations, the Debtors believe that the Liquidating Trustee intends to take a position on the Liquidating Trust's tax return that the Liquidating Trust should be treated as a grantor trust established for the benefit of Holders of Allowed General Unsecured Claims for U.S. federal income tax purposes. The VCLF Equity Grant will likely consist of member interests in VCLF, a limited liability company, but it is unclear whether VCLF will elect to be taxed as a corporation or will instead be taxed as a partnership for U.S. income tax purposes. Holders of Allowed General Unsecured Claims and Prepetition Notes Claims that receive a beneficial interest in the Liquidating Trust will be treated for U.S. federal income tax purposes as receiving their Pro Rata shares of the Liquidating Trust Assets and the Liquidating Trust Funding Mechanism transferred to the Liquidating Trust from the Debtors in a taxable exchange for their Allowed Claims and then contributing such Pro Rata shares to the Liquidating Trust in exchange for beneficial interests in the Liquidating Trust. Holders generally will recognize gain or loss equal to the difference between (i) the fair market value of the Holders' respective share of the Liquidating Trust Assets or the VCLF Equity Grant and (ii) the Holders' respective adjusted basis in such Claims. To the extent that any gain is recognized with respect to Claims that were acquired with market discount (as described below) or is attributable to accrued but untaxed interest on such Claims (as described below), Holders with such Claims will be required to include such amount as ordinary income. Holders of such Allowed Claims that receive a beneficial interest in the Liquidating Trust or Holders that receive VCLF Equity if VCLF is taxed as a partnership will be required to report on their U.S. federal income tax returns for each year their share of the Liquidating Trust's or VCLF's items of income, gain, loss, deduction, and credit recognized by the Liquidating Trust or VCLF for such year. This may result in such Holders being subject to tax on their allocable share of the Liquidating Trust's taxable income prior to receiving any cash distributions from the Liquidating Trust or VCLF. Holders of Allowed General Unsecured Claims and Prepetition Notes Claims that receive a beneficial interest in the Liquidating Trust are urged to consult their tax advisors regarding the tax consequences of the right to receive and of the receipt (if any) of property from the Liquidating Trust.

To the extent that the Liquidating Trust carries on an operating business (either directly or through one or more reorganized Debtors) it may not qualify as a grantor trust under Treasury Regulations section 301.7701-4(d) in which case it may be subject to a separate entity level tax as if it were a corporation. Holders of General Unsecured Claims and Prepetition Notes Claims are encouraged to consult their tax advisors regarding the tax treatment of the Liquidating Trust.

**e. Original Issue Discount and Issue Price**

A debt instrument, is treated as issued with original issue discount ("OID") for U.S. federal income tax purposes if its issue price is less than its stated redemption price at maturity by at least a de minimis amount. A debt

instrument's stated redemption price at maturity includes all principal and interest payable over the term of the debt instrument, other than "qualified stated interest." Stated interest is "qualified stated interest" if it is unconditionally payable in cash at least annually. Payment-in-kind ("PIK") interest will generally not be "qualified stated interest."

The issue price of each of the Combined Company New ABL, the Combined Company First Lien Term Loans, and the Combined Company Second Lien Term Loans will depend on whether a substantial amount of either such new debt, or the Claims for which such debt is exchanged is considered to be "traded on an established market." In general, a debt instrument will be treated as traded on an established market if, at any time during the 31-day period ending 15 days after the issue date: (a) a "sales price" for an executed purchase of the debt instrument appears on a medium that is made available to issuers of debt instruments, persons that regularly purchase or sell debt instruments, or persons that broker purchases or sales of debt instruments; (b) a "firm" price quote for the debt instrument is available from at least one broker, dealer or pricing service for property and the quoted price is substantially the same as the price for which the person receiving the quoted price could purchase or sell the property; or (c) there are one or more "indicative" quotes available from at least one broker, dealer or pricing service for property.

If a new debt instrument is traded on an established market its issue price will equal its fair market value on the Effective Date. If a new debt instrument is not traded on an established market and the exchanged Claims are traded on an established market at the time of the exchange, the issue price of the new Debt will be equal to the fair market value of the exchanged Claims on the Effective Date (reduced by the amount of cash and the fair market value of any other property received by Holders in exchange for such Claim). If neither the new debt nor the exchanged Claims are traded on an established market at the time of the exchange, the issue price of the new debt instrument will generally equal its stated principal amount.

A Holder receiving an interest in new debt, if it is issued with OID, will generally be required to include any OID in income over the term of such debt in accordance with a constant yield-to-maturity method, regardless of whether the Holder is a cash or accrual method taxpayer, and regardless of whether and when the Holder receives cash payments of interest on its new debt (other than cash attributable to qualified stated interest, which is includible in income in accordance with the Holder's normal method of tax accounting). Accordingly, a Holder could be treated as receiving income in advance of a corresponding receipt of cash. Any OID that a Holder includes in income will increase the tax basis of the Holder in its interest in the new Combined Company debt instrument. An interest in a new Combined Company debt instrument will not be separately taxable on any cash payments that have already been taxed under the OID rules, but will reduce such Holder's tax basis in such debt by the amount of such payments.

The Debtors expect that the Combined Company New ABL and the Combined Company Second Lien Term Loans will be properly treated as publicly traded under these rules. Accordingly, the Debtors expect that the issue price of the debt instruments described in the preceding sentence, for U.S. federal income tax purposes, will equal their fair market value on the Effective Date.

#### **f. Exercise of Rights**

A Holder that elects not to exercise the Rights may be entitled to claim a (likely short-term capital) loss equal to the amount of tax basis allocated to the Rights, subject to any limitations on such Holder's ability to utilize capital losses. Such Holders are urged to consult with their own tax advisors as to the tax consequences of electing not to exercise the Rights.

A Holder that elects to exercise the Rights will be treated as purchasing, in exchange for its Rights and the amount of Cash funded by the Holder to exercise the Rights, existing Blackhawk indebtedness which will be exchanged immediately for Combined Company First Lien Term Loans and Combined Company Second Lien Term Loans. Such a purchase will generally be treated as the exercise of an option under general tax principles, and as such Holder should not recognize income, gain, or loss for U.S. federal income tax purposes when it exercises the Rights. A Holder's aggregate tax basis in the Combined Company First Lien Term Loans and Combined Company Second Lien Term Loans and will equal the sum of (i) the amount of Cash paid by the Holder to exercise its Rights plus (ii) such Holder's tax basis in its Rights immediately before the option is exercised. A Holder's holding period

for the Combined Company First Lien Term Loans or Combined Company Second Lien Term Loans received on the Effective Date pursuant to the exercise of the Rights should begin on the day following the Effective Date.

**g. Market Discount**

Under the “market discount” provisions of sections 1276 through 1278 of the IRC, some or all of any gain realized by a Holder exchanging the debt instruments constituting its Claim may be treated as ordinary income (if it would have instead been treated as capital gain), to the extent of the amount of accrued “market discount” on the debt constituting the surrendered Claim.

In general, a debt instrument is considered to have been acquired with “market discount” if it is acquired other than on original issue and if the Holder’s adjusted tax basis in the debt instrument is less than (a) the sum of all remaining payments to be made on the debt instrument, excluding “qualified stated interest,” or (b) in the case of a debt instrument issued with “original issue discount,” its adjusted issue price, by at least a *de minimis* amount (equal to 0.25 percent of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity).

Any gain recognized by a Holder on the taxable disposition (determined as described above) of debts that it acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while such debt was considered to be held by the Holder (unless the Holder elected to include market discount in income as it accrued).

**h. Accrued but Untaxed Interest**

To the extent that any Claim is based upon any obligation or instrument that is treated for U.S. federal income tax purposes as indebtedness of any Debtor and has any accrued but unpaid interest thereon, any distribution received by the Holder of such Claim shall be allocated first to the principal amount of the Claim (as determined for U.S. federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to accrued but unpaid interest (including any accrued original issue discount). Any such amount attributable to accrued but unpaid interest should be taxable to the Holder as interest income, if such amount has not been previously included in the Holder’s gross income for U.S. federal income tax purposes. Conversely, a Holder may be able to recognize a deductible loss (or, possibly, a write-off against a reserve for bad debts) to the extent that any accrued interest (including any original issue discount) was previously included in the Holder’s gross income but was not paid in full by the Debtors.

**i. Long-Term Capital Gain Treatment**

With regard to gain or loss that is capital in nature, such gain or loss should be long term capital gain or loss if the Claims were held for more than one year by the Holder.

**2. Information Reporting and Backup Withholding**

Distributions or payments made pursuant to the Plan may be subject to backup withholding unless the Holder to which distribution or payment is made: (i) is included in certain exempt categories of persons (which generally include corporations) and, when required, demonstrates that fact; or (ii) provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct and that the Holder is not subject to backup withholding because of a failure to report all dividend and interest income. Amounts withheld under the backup withholding rules are not additional taxes and may be refunded or credited against the Holder’s U.S. federal income tax liability, provided required information is timely furnished to the IRS.

Each Debtor and Disbursing Agent will withhold all amounts required by law to be withheld from payments of interest. Each Debtor and Disbursing Agent will comply with all applicable reporting requirements of the IRC.



THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTION CONTEMPLATED BY THE RESTRUCTURING, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, OR FOREIGN TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

**ARTICLE XIII.  
RECOMMENDATION**

In the opinion of the Debtors, the Plan is preferable to all other available alternatives and provides for a larger distribution to the Debtors' creditors than would otherwise result in any other scenario. Accordingly, the Debtors recommend that Holders entitled to vote on the Plan vote to accept the Plan and support Confirmation.

Dated: September 18, 2015

Respectfully submitted,

Patriot Coal Corporation  
(for itself and all Debtors)

By: /s/ Ray Dombrowski  
Name: Ray Dombrowski  
Title: Chief Restructuring Officer

**SCHEDULE 1**

Debtor Entities

- Patriot Coal Corporation
- Apogee Coal Company, LLC
- Appalachia Mine Services, LLC
- Black Stallion Coal Company, LLC
- Brody Mining, LLC
- Catenary Coal Company, LLC
- Central States Coal Reserves of Kentucky, LLC
- Colony Bay Coal Company LLC
- Corydon Resources LLC
- Coyote Coal Company LLC
- Dodge Hill Mining Company, LLC
- Eastern Associated Coal, LLC
- Eastern Royalty, LLC
- Emerald Processing, L.L.C.
- Gateway Eagle Coal Company, LLC
- Grand Eagle Mining, LLC
- Heritage Coal Company LLC
- Highland Mining Company, LLC
- Hillside Mining Company LLC
- Hobet Mining, LLC
- Jupiter Holdings LLC
- Kanawha Eagle Coal, LLC
- Kanawha River Ventures III, LLC
- Little Creek LLC
- Midland Trail Energy LLC
- Midwest Coal Resources II, LLC
- Mountain View Coal Company, LLC
- Panther LLC
- Patriot Coal Company, L.P.
- Patriot Coal Holdings I LLC
- Patriot Coal Holdings II LLC
- Patriot Coal Sales LLC
- Patriot Coal Services LLC
- Patriot Leasing Company LLC
- Patriot Midwest Holdings, LLC
- Patriot Reserve Holdings, LLC
- Patriot Ventures LLC
- Pine Ridge Coal Company, LLC
- Remington LLC
- Rhino Eastern JV Holding Company LLC
- Rivers Edge Mining LLC
- Robin Land Company, LLC
- Speed Mining LLC
- Thunderhill Coal LLC
- Wildcat Energy LLC
- Wildcat, LLC
- Will Scarlet Properties LLC
- WWMV JV Holding Company LLC

**EXHIBIT A**

Debtors' Joint Plan of Reorganization

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

In re:	)	Chapter 11
Patriot Coal Corporation, et al.,	)	Case No. 15-32450 (KLP)
Debtors.	)	(Jointly Administered)

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**DEBTORS' FOURTH AMENDED JOINT PLAN OF  
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

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Dated: September 18, 2015

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## INTRODUCTION

The Debtors propose this joint plan of reorganization for the resolution of the outstanding claims against, and interests in, the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in Article I.A hereof or in section 101 of the Bankruptcy Code, as applicable. Holders of Claims and Interests may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, events during the Chapter 11 Cases, and certain financial projections, as well as a summary and description of the Plan and certain related matters. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN.

## **ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW**

### *A. Defined Terms*

As used in this Plan, capitalized terms have the meanings set forth below.

1. "1974 Pension Plan" means the multi-employer pension fund under the UMWA 1974 Pension Plan and Trust.

2. "2012-13 Restructuring" means the Debtors' prior chapter 11 cases, jointly administered under the caption styled *In re Patriot Coal Corp.*, No. 12-51502-659 (KAS) (Bankr. E.D. Mo.).

3. "2012-13 Chapter 11 Plan" means the Debtors' Fourth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, confirmed pursuant to the Amended Order Confirming Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, *In re Patriot Coal Corp.*, No. 12-51502-659 (KAS) (Bankr. E.D. Mo. Dec. 18, 2013) [2012-13 Restructuring Docket No. 5169].

4. "Administrative Claim" means a Claim for the costs and expenses of administration of the Estates pursuant to section 503(b) and 507(a)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) all fees and charges assessed against the Estates pursuant to chapter 123 of the Judicial Code, including but not limited to the U.S. Trustee Fees; and (c) Professional Fee Claims. For the avoidance of doubt, (i) a Claim asserting priority pursuant to section 503(b)(9) of the Bankruptcy Code is included in the definition of Administrative Claim and (ii) in no instance shall an Intercompany Claim or a DIP Claim be an Administrative Claim.

5. "Administrative Claims Bar Date" means the deadline for filing requests for payment of Administrative Claims (other than Professional Fee Claims or any adequate protection claims arising under the DIP Orders) that arose after July 6, 2015, which deadline shall be the first Business Day that is thirty days following the Effective Date, except as specifically set forth in the Plan or a Final Order.

6. "Administrative Claims Objection Bar Date" means the deadline for filing objections to any Administrative Claim, which shall be the first Business Day that is thirty days following the Administrative Claims Bar Date.

7. "Affiliate" shall have the meaning set forth in section 101(2) of the Bankruptcy Code.

8. "Allowed" means with respect to Claims: (a) any Claim other than an Administrative Claim that is evidenced by a Proof of Claim which is or has been timely Filed by the applicable Claims Bar Date or that is not

required to be evidenced by a Filed Proof of Claim under the Bankruptcy Code, a Final Order or the DIP Orders; (b) any Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely Filed; or (c) any Claim allowed pursuant to (i) the Plan, (ii) any contract, instrument, indenture, or other agreement entered into or assumed in connection with the Plan, (iii) the DIP Orders, or (iv) a Final Order of the Bankruptcy Court; provided, that, with respect to any Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that with respect to such Claim no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection is so interposed and the Claim shall have been Allowed for voting purposes only by a Final Order. Except as otherwise specified in the Plan or any Final Order, the amount of an Allowed Claim shall not include interest on such Claim from and after the Petition Date. For purposes of determining the amount of an Allowed Claim, there shall be deducted therefrom an amount equal to the amount of any Claim that the Debtors may hold against the Holder thereof, to the extent such Claim may be offset, recouped, or otherwise reduced under applicable law. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim is or has been timely Filed by the applicable Claims Bar Date, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court. Notwithstanding anything to the contrary herein, no Claim of any entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such entity pays in full the amount that it owes to the applicable Debtor.

9. “Arch” means Arch Coal, Inc. and its subsidiaries.

10. “Avoidance Actions” means any and all avoidance, recovery, subordination, or similar remedies that may be brought by or on behalf of the Debtors or the Estates, including causes of action or defenses arising under chapter 5 of the Bankruptcy Code or applicable non-bankruptcy law.

11. “Ballot” means the form distributed to holders of Impaired Claims entitled to vote on the Plan on which is to be indicated the acceptance or rejection of the Plan approved by the Bankruptcy Court.

12. “Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as may be amended from time to time.

13. “Bankruptcy Court” means the United States Bankruptcy Court for the Eastern District of Virginia having jurisdiction over the Chapter 11 Cases, and, to the extent of the withdrawal of any reference under 28 U.S.C. § 157 and/or the General Order of the District Court pursuant to section 151 of title 28 of the United States Code, the United States District Court for the Eastern District of Virginia.

14. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.

15. “Bidding Procedures Order” means the *Order (A) Approving Bidding Procedures and Bid Protections in Connection with the Sales of Certain of the Debtors’ Assets, (B) Approving the Form and Manner of Notice, (C) Scheduling Auctions and a Sale Hearing, (D) Approving Procedures for the Assumption and Assignment of Contracts, and (E) Granting Related Relief* [Docket No. 406] entered on June 25, 2015.

16. “Blackhawk” means Blackhawk Mining LLC together with its affiliates and subsidiaries.

17. “Blackhawk APA” means that certain Asset Purchase Agreement dated as of June 22, 2015, as amended, modified, or supplemented from time to time, among Blackhawk and certain of the Debtors, including all schedules and exhibits thereto, which shall be Filed with the Plan Supplement.

18. “Blackhawk Assumed Liabilities” shall have the same meaning as the term Assumed Liabilities set forth in Section 2.03 of the Blackhawk APA.

19. “*Blackhawk Excluded Assets*” shall have the same meaning as the term Excluded Assets set forth in Section 2.02 of the Blackhawk APA.

20. “*Blackhawk Excluded Liabilities*” shall have the same meaning as the term Excluded Liabilities set forth in Section 2.04 of the Blackhawk APA.

21. “*Blackhawk LLC Agreement*” means that certain Third Amended and Restated Blackhawk Mining LLC Limited Liability Company Agreement dated as of June 22, 2015, as amended, supplement, modified or restated from time to time.

22. “*Blackhawk LLC Agreement Joinder*” means the joinder to the Blackhawk LLC Agreement, in substantially the form attached to the Plan Supplement.

23. “*Blackhawk Purchased Assets*” shall have the same meaning as the term Purchased Assets set forth in Section 2.01 of the Blackhawk APA.

24. “*Blackhawk Transaction*” means the purchase and sale transaction contemplated by the Blackhawk APA.

25. “*Blackhawk Transaction Documents*” means the Blackhawk APA and each other document contemplated by the Blackhawk APA or entered into in connection with the Blackhawk Transaction.

26. “*Black Lung Act*” means the Federal Black Lung Benefit Act, 30 U.S.C. §§ 901–944, as may be amended, modified or supplemented.

27. “*Business Day*” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

28. “*Cash*” means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

29. “*Causes of Action*” means any claim, cause of action (including Avoidance Actions or rights arising under section 506(c) of the Bankruptcy Code), controversy, right of setoff, cross claim, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Causes of Action also include: (a) all rights of setoff, counterclaim, cross-claim, or recoupment, and claims on contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

30. “*Chapter 11 Cases*” means these jointly administered chapter 11 cases commenced by the Debtors and styled *In re Patriot Coal Corporation, et al.*, Chapter 11 Case No. 15-32450 (KLP), which are currently pending before the Bankruptcy Court.

31. “*Claim*” means any claim against the Debtors, as defined in section 101(5) of the Bankruptcy Code, including: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

32. “*Claims Bar Date*” means the bar date by which a Proof of Claim must be or must have been Filed, as established by (a) the *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(b)(9) of the Bankruptcy Code, (II) Setting a Bar Date for the Filing of Requests for Allowance of Administrative Expense Claims, (III) Establishing the Amended Schedules Bar Date and the Rejection Damages Bar Date, (IV) Approving the Form of and Manner for Filing Proofs of Claim, Including 503(b)(9) Requests, (V) Approving Notice of Bar Dates, and (VI) Granting Related Relief* [Docket No. 246] entered on June 5, 2015; (b) a Final Order of the Bankruptcy Court; or (c) this Plan.

33. “*Claims Objection Bar Date*” means the later of: (a) the first Business Day following one hundred and eighty days after the Effective Date and (b) such later date as may be fixed by the Bankruptcy Court, after notice and a hearing, upon a motion Filed before the day that is one hundred and eighty days after the Effective Date, which date may be further extended by the Bankruptcy Court after notice and a hearing upon a motion Filed before the expiration of any such extended period.

34. “*Claims Register*” means the official register of Claims maintained by the Notice and Claims Agent.

35. “*Class*” means a category of Holders of Claims or Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

36. “*Class B Units*” means those certain Class B membership interests in the Combined Company that may be acquired by exercising the Combined Company Warrants issued to the Combined Company 1.5 Lien Term Loan Lenders pursuant to, and in accordance with, the allocations set forth in the Blackhawk Transaction Documents (including the Combined Company Warrant Agreement) and this Plan.

37. “*Combined Company*” shall have the meaning set forth in Section 1.01 of the Blackhawk APA. For the avoidance of doubt, and regardless of any terms used herein to describe Blackhawk, the Combined Company, or the transactions contemplated by the Blackhawk Transaction Documents, such transactions are not, and shall not be deemed to be, a merger between Blackhawk and the Debtors.

38. “*Combined Company Debt Documents*” means, collectively, all documents and agreements (including intercreditor agreements) entered into in connection with, and governing, the Combined Company Debt Facilities.

39. “*Combined Company Debt Facilities*” means, collectively, the Combined Company New ABL, the Combined Company First Lien Term Loan, the Combined Company 1.5 Lien Term Loan, and the Combined Company Second Lien Term Loan.

40. “*Combined Company 1.5 Lien Term Loan*” shall have the same meaning as the term 1.5 Lien Term Loan set forth in Section 2.06(c) of the Blackhawk APA. Such loan will be provided by the Combined Company 1.5 Lien Term Loan Lenders, and pursuant to such loan, on the Effective Date, (a) the Combined Company shall receive \$50 million in Cash and the Debtors shall receive \$30 million in Cash and (b) the Combined Company will have \$115 million aggregate face amount of 1.5 lien secured funded debt on the Effective Date.

41. “*Combined Company 1.5 Lien Term Loan Lenders*” means, collectively, certain funds and/or accounts managed or advised by Knighthead Capital Management, LLC, Caspian Capital LP on behalf of its advisees, and Davidson Kempner Capital Management LP, on behalf of funds and accounts managed by it (including Midtown Acquisitions L.P.).

42. “*Combined Company First Lien Term Loan*” shall have the same meaning as the term First Lien Term Loan set forth in Section 2.06(b) of the Blackhawk APA.

43. “*Combined Company New ABL*” shall have the same meaning as the term New ABL set forth in Section 2.06(a) of the Blackhawk APA.

44. “*Combined Company Second Lien Term Loan*” shall have the same meaning as the term Second Lien Term Loan set forth in Section 2.06(d) of the Blackhawk APA.

45. “*Combined Company Warrant Agreement*” means that certain agreement setting forth the terms and conditions of the Combined Company Warrants, substantially in the form Filed with the Plan Supplement.

46. “*Combined Company Warrants*” means those certain warrants to purchase 35.0% of the equity interests in the form of Class B Units in the Combined Company issued to the Combined Company 1.5 Lien Term Loan Lenders in connection with providing the Combined Company 1.5 Lien Term Loan that shall be exercisable pursuant to, and in accordance with, the Combined Company Warrant Agreement, all as more fully set forth in Section 2.06(c) of the Blackhawk APA.

47. “*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code on May 21, 2015, as may be constituted from time to time.

48. “*Committee Advisors*” means Morrison Foerster LLP, as counsel to the Committee, Tavenner & Beran PLC, as local counsel to the Committee, and Jefferies LLC, as financial advisor to the Committee.

49. “*Committee Members*” means: (a) U.S. Bank National Association, as Trustee; (b) United Mine Workers of America; (c) United Mine Workers of America 1974 Pension Plan and Trust; (d) Raleigh Mine & Industrial; (e) Strata Mine Services, LLC; (f) Enviromine, Inc.; and (g) Crown Parts & Machine, Inc.; each solely in their capacity as members of the Committee.

50. “*Confirmation*” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

51. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

52. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, including any adjournments or continuations thereof.

53. “*Confirmation Objection Deadline*” means the deadline for Filing objections to the Plan, which pursuant to the Scheduling Order, is September 28, 2015, at 4:00 p.m., prevailing Eastern Time.

54. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

55. “*Consultation Parties*” means, collectively, (a) the Committee Advisors, (b) counsel to the Petition Agents, (c) counsel to the DIP Lenders, and (d) counsel to Blackhawk.

56. “*Consummation*” means the occurrence of the Effective Date.

57. “*Cortland*” means Cortland Capital Market Services LLC.

58. “*Cure Costs*” means all amounts required to cure any monetary defaults under any Executory Contract or Unexpired Lease that is to be assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease).

59. “*D&O Liability Insurance Policies*” means all insurance policies for directors’, managers’, and officers’ liability maintained by the Debtors as of the Effective Date.

60. “*Debtor Release*” means the release given by the Debtors to the Debtor Releasees and the Third Party Releasees as set forth in Article VIII.C hereof.

61. “*Debtor Releasee*” means, collectively, each Debtor and the Debtors’ current and former Affiliates, partners, members, subsidiaries, officers, directors, principals, employees, agents, advisors, attorneys, accountants, investment bankers, consultants, representatives, and other Professionals, and their respective successors and assigns, each in their capacity as such, and only if serving in such capacity; provided, however, that in no circumstance shall Peabody or Arch be Debtor Releasees.

62. “*Debtors*” means, collectively: Patriot Coal Corporation; Apogee Coal Company, LLC; Appalachia Mine Services, LLC; Black Stallion Coal Company, LLC; Brody Mining, LLC; Catenary Coal Company, LLC; Central States Coal Reserves of KY, LLC; Colony Bay Coal Company; Corydon Resources LLC; Coyote Coal Company LLC; Dodge Hill Mining Company, LLC; Eastern Associated Coal, LLC; Eastern Royalty, LLC; Emerald Processing, L.L.C.; Gateway Eagle Coal Company, LLC; Grand Eagle Mining, LLC; Heritage Coal Company LLC; Highland Mining Company, LLC; Hillside Mining Company; Hobet Mining, LLC; Jupiter Holdings LLC; Kanawha Eagle Coal, LLC; Kanawha River Ventures III, LLC; Little Creek LLC; Midland Trail Energy LLC; Midwest Coal Resources II, LLC; Mountain View Coal Company, LLC; Panther LLC; Patriot Coal Company, L.P.; Patriot Coal Holdings I LLC; Patriot Coal Holdings II LLC; Patriot Coal Sales LLC; Patriot Coal Services LLC; Patriot Leasing Company LLC; Patriot Midwest Holdings, LLC; Patriot Reserve Holdings, LLC; Patriot Ventures LLC; Pine Ridge Coal Company, LLC; Remington LLC; Rhino Eastern JV Holding Company LLC; Rivers Edge Mining, Inc.; Robin Land Company, LLC; Speed Mining LLC; Thunderhill Coal LLC; Wildcat Energy LLC; Wildcat, LLC; Will Scarlet Properties LLC; and WWMV JV Holding Company LLC.

63. “*Description of the Transaction Steps*” means the description of the transaction steps as set forth in the Plan Supplement.

64. “*DIP Agent*” means Cantor Fitzgerald Securities solely in its capacity as administrative agent under the DIP Loan Agreement, or any successor agent appointed in accordance with such agreement.

65. “*DIP Claims*” means any and all Claims of the DIP Agent and DIP Lenders arising under or related to the DIP Facility and the DIP Orders, including all “DIP Obligations” and the “DIP Superpriority Claims” (as those terms are defined in the DIP Orders).

66. “*DIP Facility*” means that certain debtor-in-possession financing facility entered into pursuant to the DIP Loan Agreement and as approved by the DIP Orders, including any amendments, supplements, and modifications thereto.

67. “*DIP Lenders*” means the lenders from time to time party to the DIP Loan Agreement, each solely in their capacities as such.

68. “*DIP Lender Distribution*” means the distribution to each Holder of an Allowed DIP Claim of such Holder’s Pro Rata share (based upon such Holder’s commitments to the DIP Facility on the date of entry of the Final DIP Order) of up to an aggregate of \$114,800,000 of the Combined Company First Lien Term Loans.

69. “*DIP Loan Agreement*” means, collectively, (a) that certain superpriority secured debtor-in-possession credit agreement, dated as of May 13, 2015, by and among Patriot Coal Corporation, as borrower, and the DIP Agent, the DIP Lenders named therein, and the other parties thereto; and (b) all other instruments, agreements and other documents executed in connection therewith, as each of the foregoing may have been or may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and the terms of the DIP Orders.

70. “*DIP Orders*” means the Interim DIP Order and the Final DIP Order.

71. “*Disbursing Agent*” means, on the Effective Date, the Debtors or their agent and, after the Effective Date, Reorganized Patriot or the Liquidating Trustee (as applicable), or any other Entity or Entities

designated by Reorganized Patriot or the Liquidating Trustee (as applicable) after consultation with the DIP Lenders and acceptance by such Entity or Entities to make or facilitate distributions that are to be made after the Effective Date pursuant to the Plan.

72. “*Disclosure Statement*” means the *Disclosure Statement for the Debtors’ Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code*, dated July 13, 2015, as amended, supplemented, or modified from time to time, including all exhibits and schedules thereto, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

73. “*Disputed*” means, with respect to any Claim or Interest, any Claim or Interest that is not yet Allowed.

74. “*Disputed Claims Reserve*” means a Cash reserve that may be funded on or after the Effective Date with a portion of the Payout Event Cash for distributions to Holders of Allowed Claims and Disputed Claims if and to the extent that such Disputed Claims become Allowed Claims.

75. “*Effective Date*” means the date selected by the Debtors that is a Business Day after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions precedent specified in Article IX.A hereof have been satisfied or waived (in accordance with Article IX.B hereof).

76. “*Eligible Holder*” means a Holder that certifies its status as (a) a “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act, or an entity in which all of the equity owners are such “qualified institutional buyers,” or (b) an “accredited investor” within the meaning of Rule 501(a)(1), (2), (3), (5), (6) or (7) under the Securities Act, or an entity in which all of the equity owners are such “accredited investors.”

77. “*Encumbrance*” shall have the meaning set forth in the Blackhawk APA.

78. “*Entity*” shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

79. “*Environmental Claim*” means any Claim asserted by any Government Environmental Entity and any non-governmental entity against any of the Debtors arising from any Environmental Law.

80. “*Environmental Law*” means all federal, state, local, or tribal statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders, agreements and determinations and all common law concerning pollution or protection of the environment, or environmental impacts on human health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act; the Clean Water Act; the Clean Air Act; the Emergency Planning and Community Right-to-Know Act; the Federal Insecticide, Fungicide, and Rodenticide Act; the Resource Conservation and Recovery Act; the Safe Drinking Water Act; the Surface Mining Control and Reclamation Act; the Toxic Substances Control Act; and any state, local, or tribal equivalents.

81. “*Equity Interest*” means the common stock, limited liability company interests and any other equity, ownership or profits interests of any Debtor and options, warrants, rights or other securities or agreements to acquire the common stock, limited liability company interests or other equity, ownership or profits interests of any Debtor (whether or not arising under or in connection with any employment agreement), including any claim against the Debtors subject to subordination pursuant to section 510(b) of the Bankruptcy Code arising from or related to any of the foregoing.

82. “*Estate*” means, as to each Debtor, the estate created for the Debtor on the Petition Date pursuant to sections 301 and 541 of the Bankruptcy Code.

83. “*Exculpated Parties*” means, collectively: (a) the Debtors; (b) Blackhawk; (c) VCLF; (d) the Debtor Releasees; (e) the Third Party Releasees; (f) the DIP Agent; (g) the DIP Lenders; (h) the Combined Company 1.5 Lien Term Loan Lenders; (i) the Committee and the Committee Members, each in their capacity as such; and (j) all of the current and former Affiliates, attorneys, financial advisors, consultants, representatives,

advisors, accountants, investment bankers, investment advisors, actuaries, professionals, members (including ex officio members), officers, directors, employees, partners, subsidiaries, principals, agents, managed funds and representatives and successors and assigns of each of the foregoing Entities (whether current or former, in each case in his, her or its capacity as such).

84. “*Exculpation*” means the exculpation provision set forth in Article VIII.E hereof.

85. “*Executory Contract*” means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

86. “*File,*” “*Filed,*” or “*Filing*” means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court or, with respect to the filing of a Proof of Claim or Proof of Interest, the Notice and Claims Agent.

87. “*Final DIP Order*” means the *Final Order (A) Authorizing The Debtors To Obtain Postpetition Financing, (B) Authorizing Use Of Cash Collateral, (C) Granting Liens And Superpriority Claims, (D) Granting Adequate Protection, (E) Modifying The Automatic Stay, (F) Scheduling A Final Hearing, And (G) Granting Related Relief*, entered June 4, 2015 [Docket No. 230], and as may be amended, modified or supplemented by the Bankruptcy Court from time to time. For the avoidance of doubt, the Final DIP Order is a “Final Order.”

88. “*Final Order*” means an order or judgment 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 is and remains in full force and effect, has not been modified, amended, reversed, vacated or stayed and as to which (i) the time to appeal, petition for certiorari, or move for a new trial, re-argument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, re-argument or rehearing shall then be pending or (ii) if an appeal, writ of certiorari new trial, re-argument 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, re-argument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, re-argument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided, that, the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such order, shall not cause an order not to be a Final Order.

89. “*First-Lien Intercreditor Agreement*” means that certain first-lien intercreditor agreement dated as of December 18, 2013 (as amended, modified, supplemented, or restated from time to time), by and among the Debtors, the Prepetition ABL Agent, the Prepetition LC Agent, the Prepetition Term Agent, and the Prepetition LC/Term Collateral Agent.

90. “*General Unsecured Claim*” means any Unsecured Claim that is not: (a) an Administrative Claim (including, for the avoidance of doubt, any Professional Fee Claim); (b) a DIP Claim; (c) a Priority Tax Claim; (d) an Other Priority Claim; or (e) an Intercompany Claim.

91. “*General Unsecured Claims Distribution*” means the distribution to each Holder of an Allowed General Unsecured Claim of such Holder’s Pro Rata share (based upon such Holder’s face amount Allowed Claim relative to the total face amount of all Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims) of the GUC Distribution Pool.

92. “*Government Environmental Entity*” means federal, state, local or tribal Governmental Units asserting claims or having regulatory authority or responsibilities with respect to Environmental Laws.

93. “*Governmental Unit*” shall have the meaning set forth in section 101(27) of the Bankruptcy Code.



94. “*GUC Distribution Pool*” means (a) if the VCLF Transaction is consummated, the VCLF Equity Grant, as applicable, in accordance with the terms set forth in Section 7.12 of the VCLF APA or (b) if the VCLF Transaction is not consummated, the Liquidating Trust Units, subject to the Liquidating Trust Funding Mechanism.

95. “*Holder*” means any Entity holding a Claim or an Interest.

96. “*Impaired*” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is not Unimpaired and, with respect to a Claim or Interest, a Claim or Interest that is not Unimpaired.

97. “*Indemnification Provision*” means each of the Debtors’ indemnification obligations currently in place whether in the bylaws, certificates of incorporation, other formation documents, board resolutions, DIP Loan Agreement, or employment contracts for the current and former directors, officers, managers, employees, attorneys, other professionals, DIP Lenders, DIP Agent and agents of the Debtors and such current and former directors’, officers’, and managers’ respective Affiliates; provided, however, that in no circumstance (a) shall the Debtors indemnify Peabody or Arch or (b) shall any indemnification obligation with respect to Peabody or Arch be an Indemnification Provision.

98. “*Intercompany Claim*” means any Claim held by one Debtor against another Debtor.

99. “*Intercompany Interest*” means an Equity Interest in a Debtor held by another Debtor. For the avoidance of doubt, Intercompany Interests excludes Equity Interests in any Debtor held by non-Debtors.

100. “*Intercreditor Agreements*” means, collectively, the First-Lien Intercreditor Agreement, the Term Loan Subordination Agreement, and the Junior-Lien Intercreditor Agreement.

101. “*Interests*” means, collectively, Equity Interests and Intercompany Interests.

102. “*Interim Compensation Order*” means the *Order (I) Establishing Interim Compensation Procedures and Reimbursement of Expenses for Retained Professionals and (II) Granting Related Relief* [Docket No. 276], entered on June 10, 2015, as the same may be modified by a Bankruptcy Court order approving the retention of a specific Professional or otherwise.

103. “*Interim DIP Order*” means the *Interim Order (A) Authorizing The Debtors To Obtain Postpetition Financing, (B) Authorizing Use Of Cash Collateral, (C) Granting Liens And Superpriority Claims, (D) Granting Adequate Protection, (E) Modifying The Automatic Stay, (F) Scheduling A Final Hearing, And (G) Granting Related Relief*, entered May 13, 2015 [Docket No. 67], and as may be amended, modified, or supplemented by the Bankruptcy Court from time to time.

104. “*Judicial Code*” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001, as may be amended, modified, or supplemented.

105. “*Junior-Lien Intercreditor Agreement*” means that certain junior-lien intercreditor agreement dated as of December 18, 2013 (as amended, modified, supplemented, or restated from time to time), by and among the Debtors, the Prepetition ABL Agent, the Prepetition LC Agent, the Prepetition Term Agent, the Prepetition LC/Term Collateral Agent, and the Prepetition Notes Trustee.

106. “*Lien*” shall have the meaning set forth in section 101(37) of the Bankruptcy Code.

107. “*Liquidating Trust*” means that certain trust to be created on the Effective Date, as described in Article IV.Q.

108. “*Liquidating Trust Agreement*” means the agreement to be executed as of the Effective Date establishing the Liquidating Trust pursuant to this Plan, substantially in the form Filed with the Plan Supplement.

109. “*Liquidating Trust Assets*” means all of the assets of the Debtors’ Estates that have not been sold, abandoned, or otherwise transferred pursuant to a Final Order of the Bankruptcy Court and/or Equity Interests in one or more of the Debtors. For the avoidance of doubt, the Blackhawk Purchased Assets shall not be Liquidating Trust Assets.

110. “*Liquidating Trust Funding Mechanism*” means Cash, in an amount necessary to fund (a) the working capital needs of the Liquidating Trust and (b) the reasonable, documented fees and expenses of the Liquidating Trust and the Liquidating Trustee Professions, which cash flow shall be generated by operating the Liquidating Trust Assets.

111. “*Liquidating Trust Units*” means the ownership interests in the Liquidating Trust as more fully set forth in the Liquidating Trust Agreement.

112. “*Liquidating Trustee*” means the Person appointed by the Debtors, after consultation with the Consultation Parties, pursuant to Article IV.R hereof to act as trustee of and administer the Liquidating Trust, which person shall be identified to the extent known prior to the Confirmation Hearing.

113. “*Liquidating Trustee Professionals*” means the agents, financial advisors, attorneys, consultants, independent contractors, representatives, and other professionals retained by the Liquidating Trustee.

114. “*Mine Act*” means the Federal Mine Safety and Health Act of 1977, as amended by the Miner Act of 2006, and as may be further amended, modified or supplemented.

115. “*Note Incentive Programs*” means, collectively, the Performance-Based Note Incentive Program and Time-Based Note Incentive Program.

116. “*Non-Released Parties*” means those Entities to be identified in the Plan Supplement as Non-Released Parties; provided that Non-Released Parties shall not include the following: (a) each Debtor Releasee; (b) the Liquidating Trust; (c) the Liquidating Trustee; (d) Blackhawk; (e) the Combined Company; (f) the Prepetition Agents and Barclays Bank PLC, as predecessor Term Administrative Agent (under and as defined in the Prepetition LC/Term Loan Agreement) and any of their respective sub-agents; (g) the Prepetition Term Lenders; (h) the Prepetition LC Secured Parties; (i) the Prepetition ABL Secured Parties; (j) the Prepetition Noteholders; (k) the DIP Agent; (l) the DIP Lenders; (m) the Combined Company 1.5 Lien Term Loan Lenders; and (n) the Committee, including the Committee Members (solely in their official capacity).

117. “*Notice and Claims Agent*” means Prime Clerk LLC, in its capacity as notice and claims agent for the Debtors.

118. “*OCP Order*” means the *Order (I) Authorizing the Retention and Compensation of Professionals Utilized in the Ordinary Course of Business and (II) Granting Related Relief*, entered June 10, 2015 [Docket No. 111].

119. “*Other Priority Claim*” means any Claim against any Debtor entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, other than: (a) an Administrative Claim; (b) a DIP Claim; or (c) a Priority Tax Claim.

120. “*Other Secured Claim*” means any Secured Claim against any Debtor that is not: (a) a DIP Claim; (b) a Prepetition ABL Facility Claim; (c) a Prepetition LC Facility Claim; (d) a Prepetition Term Loan Facility Claim; (e) a Prepetition Notes Claim; (f) an Administrative Claim; or (g) a Secured Tax Claim. For the avoidance of doubt, a properly perfected mechanic’s lien constitutes an Other Secured Claim under this definition.

121. “*Payout Event*” means the implementation of a Winning Bid for the Blackhawk Purchased Assets by a Winning Bidder other than Blackhawk in accordance with the Bidding Procedures Order.

122. “*Payout Event Cash*” means the Cash resulting from the Payout Event.

123. “*Payout Event Cash Pool*” means the amount of Payout Event Cash available after payment or funding (as applicable) of the Disputed Claims Reserve and all Allowed: (a) DIP Claims; (b) Administrative Claims; (c) Other Priority Claims; and (d) Cure Costs.

124. “*Payout Event Class 4 Distribution*” means the distribution to each Holder of an Allowed Prepetition ABL Facility Claim of such Holder’s Pro Rata share (based upon such Holder’s face amount ownership of the Prepetition ABL Facility relative to the total face amount of the Prepetition ABL Facility as of the Petition Date) of an amount of the Payout Event Cash Pool available, if any, up to the total face amount of the Allowed Prepetition ABL Facility Claims.

125. “*Payout Event Class 5 Distribution*” means the distribution to each Holder of an Allowed Prepetition LC Facility Claim of such Holder’s Pro Rata share (based upon such Holder’s face amount ownership of the Prepetition LC Facility relative to the total face amount of the Prepetition LC Facility as of the Petition Date) of an amount of the Payout Event Cash Pool available after payment of the Payout Event Class 4 Distribution, if any, up to the total face amount of Allowed Prepetition LC Facility Claims.

126. “*Payout Event Class 6 Distribution*” means the distribution to each Holder of an Allowed Prepetition Term Loan Facility Claim of such Holder’s Pro Rata share (based upon such Holder’s loans under the Prepetition Term Loan Facility as of the Petition Date) of an amount of the Payout Event Cash Pool available after payment of the Payout Event Class 4 Distribution and the Payout Event Class 5 Distribution, if any, up to the total face amount of the Allowed Prepetition Term Loan Facility Claims.

127. “*Payout Event Class 7 Distribution*” means the distribution to each Holder of an Allowed Prepetition Notes Claim of such Holder’s Pro Rata share (based upon the principal amount of Prepetition Notes held by such Holder as of the Petition Date) of an amount of the Payout Event Cash Pool available after payment of the Payout Event Class 4 Distribution, the Payout Event Class 5 Distribution, and the Payout Event Class 6 Distribution, if any, up to the total face amount of the Allowed Prepetition Notes Claims.

128. “*Payout Event Class 8 Distribution*” means the distribution to each Holder of an Allowed General Unsecured Claim of such Holder’s Pro Rata share (based upon such Holder’s face amount General Unsecured Claim relative to the total face amount of all General Unsecured Claims) of the Payout Event Cash Pool available after payment of the Payout Event Class 4 Distribution, the Payout Event Class 5 Distribution, the Payout Event Class 6 Distribution, and the Payout Event Class 7 Distribution, if any.

129. “*Peabody*” means Peabody Energy Corporation, Peabody Holding Company, LLC, and their subsidiaries.

130. “*Performance-Based Note Incentive Program*” means the Debtors’ financial performance-based incentive program for certain eligible employees as set forth more fully in the Disclosure Statement.

131. “*Person*” shall have the meaning set forth in section 101(41) of the Bankruptcy Code.

132. “*Petition Date*” means May 12, 2015, the date on which the Debtors Filed their petitions for relief commencing the Chapter 11 Cases.

133. “*Plan*” means this *Debtors’ Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code*, as amended, supplemented, or modified from time to time, including the Plan Supplement, which is incorporated herein by reference and made part of this Plan as if set forth herein.

134. “*Plan Supplement*” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan, to be Filed on or prior to September 25, 2015, as amended, supplemented, or modified from time to time in accordance with the terms hereof, the Bankruptcy Code, and the Bankruptcy Rules, including: the Blackhawk LLC Agreement, VCLF Transaction Documents (excluding the VCLF APA), term sheets identifying the material terms of the Combined Company Debt Documents, the Combined Company Warrant Agreement, the Liquidating Trust Agreement, and the Schedule of Assumed Executory Contracts and Unexpired Leases.

135. “*Prepetition ABL Agent*” means Deutsche Bank AG New York Branch, in its capacity as administrative agent for the Prepetition ABL Lenders and its capacity as collateral agent with respect to the Prepetition ABL Facility, and together with any of its successors in such capacities.

136. “*Prepetition ABL Agreement*” means that certain credit agreement dated as of December 18, 2013 (as amended, modified, supplemented, or restated from time to time), by and among Patriot Coal Corporation and other Debtors, the Prepetition ABL Agent, and the Prepetition ABL Secured Parties from time to time party thereto.

137. “*Prepetition ABL Drawn LCs*” means, collectively, and as of any date of determination, the outstanding indebtedness equal to the drawn amounts as of such date of determination of any letters of credit issued under the Prepetition ABL Facility. The aggregate amount of the Prepetition ABL Drawn LCs shall be no greater than \$44,263,955 (plus any unpaid accrued interest, letter of credit fees, and unpaid reasonable fees and expenses as of the Effective Date, to the extent not paid pursuant to the Final DIP Order or the DIP Facility).

138. “*Prepetition ABL Facility*” means the revolving loan and letter of credit facility under the Prepetition ABL Agreement, pursuant to which the Prepetition ABL LC Issuers issued letters of credit for the account of Patriot Coal Corporation and other Debtors and the Prepetition ABL Lenders otherwise extended credit to the Debtors, in an aggregate principal amount not to exceed \$65,000,000.

139. “*Prepetition ABL Facility Claims*” means any and all Claims arising under or related to the Prepetition ABL Facility, the Prepetition ABL Financing Documents and the DIP Orders, including all “Prepetition Obligations” and “ABL Adequate Protection Obligations,” as each such term is defined in the Final DIP Order and shall include, without limitation, any amount by which letters of credit issued under the Prepetition ABL Agreement increase after the Petition Date by their terms.

140. “*Prepetition ABL Facility Issuers*” means Deutsche Bank AG New York Branch and Barclays Bank PLC, each in its respective capacity as letter of credit issuers under the Prepetition ABL Facility.

141. “*Prepetition ABL Financing Documents*” means the Prepetition ABL Agreement and all other agreements, documents and instruments executed and/or delivered with, to or in favor of the Prepetition ABL Agent, any of the Prepetition ABL Lenders and/or any of the Prepetition ABL LC Issuers, including, without limitation, the Intercreditor Agreements, all security agreements, notes, guarantees, mortgages, Uniform Commercial Code financing statements and all other related agreements, documents and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto, as all of the same have been supplemented, modified, extended, renewed, restated, and/or replaced.

142. “*Prepetition ABL LC Issuers*” means Deutsche Bank AG New York Branch and Barclays Bank PLC, each in its respective capacity as a letter of credit issuer under the Prepetition ABL Facility, together with any of their respective successors and permitted assigns in such capacity.

143. “*Prepetition ABL Lenders*” means those banks, financial institutions, and other lender parties to the Prepetition ABL Agreement from time to time, each in their capacity as such.

144. “*Prepetition ABL Obligations*” means all of the Debtors’ obligations under the Prepetition ABL Financing Documents, including, without limitation, all reimbursement obligations for Prepetition ABL Drawn LCs and Prepetition ABL Undrawn LCs, and all interest, fees and expenses related thereto. The Prepetition ABL Obligations are Allowed Secured Claims.

145. “*Prepetition ABL Secured Parties*” means, collectively, the Prepetition ABL Agent, the Prepetition ABL Lenders, the Prepetition ABL LC Issuers, and all other Secured Parties (as defined in the Prepetition ABL Agreement).

146. “*Prepetition ABL Undrawn LCs*” means, collectively, and as of any date of determination, the undrawn portion as of such date of determination of any outstanding letters of credit issued under the Prepetition ABL Facility (which undrawn portion includes any automatic increases in the stated amount of such letters of credit,

whether or not such increase in the stated amount is in effect at such time). The aggregate undrawn stated amount of the Prepetition ABL Undrawn LCs is equal to \$44,263,955, less any amounts drawn on or prior to the Effective Date under outstanding letters of credit issued under the Prepetition ABL Facility, and less any amounts of outstanding letters of credit issued under the Prepetition ABL Facility that are released on or prior to the Effective Date.

147. “*Prepetition Agents*” means, collectively, the Prepetition Notes Trustee, the Prepetition ABL Agent, the Prepetition LC Agent, the Prepetition Term Agent and the Prepetition LC/Term Collateral Agent.

148. “*Prepetition Facilities*” means, collectively, the Prepetition Notes, the Prepetition LC Facility, the Prepetition Term Loan Facility, and the Prepetition ABL Facility.

149. “*Prepetition Financing Documents*” means collectively, the Prepetition Notes Documents, the Prepetition LC/Term Loan Financing Documents, and the Prepetition ABL Financing Documents.

150. “*Prepetition Indenture*” means that certain indenture dated as of December 18, 2013, with respect to Patriot Coal Corporation’s 15.0% Senior Secured Second Lien PIK Toggle Notes due 2023 (as amended, modified, supplemented, or restated from time to time), by and among Patriot Coal Corporation, certain of the Debtor’s subsidiaries from time to time party thereto, as guarantors, and U.S. Bank National Association as the Prepetition Notes Trustee.

151. “*Prepetition LC/Term Collateral Agent*” means Wilmington Trust, National Association in its capacity as collateral agent for itself, the Prepetition LC Lenders, the Prepetition Term Lenders, the Prepetition LC Facility Issuers, the Prepetition LC Agent, the Prepetition Term Agent and the other Prepetition LC Secured Parties and Prepetition Term Secured Parties, together with any of its successors and permitted assigns in such capacity.

152. “*Prepetition LC/Term Loan Agent Expenses Priority*” means LC/Term Loan Agent Expenses Priority as defined in the Final DIP Order.

153. “*Prepetition LC/Term Loan Agreement*” means that certain credit agreement (L/C Facility and Term Facility) dated as of December 18, 2013 (as amended, modified, supplemented, or restated from time to time), by and among Patriot Coal Corporation, as the borrower, the other Debtors, as guarantors, the Prepetition LC Agent, the Prepetition Term Agent, the Prepetition LC Facility Issuers, the Prepetition LC/Term Collateral Agent, the Prepetition LC Lenders from time to time party thereto and the Prepetition Term Lenders from time to time party thereto.

154. “*Prepetition LC/Term Loan Financing Documents*” means the Prepetition LC/Term Loan Agreement and all other agreements, documents, and instruments executed and/or delivered with, to or in favor of any of the Prepetition LC Secured Parties or Prepetition Term Secured Parties, including, without limitation, the Intercreditor Agreements, all security agreements, notes, guarantees, mortgages, Uniform Commercial Code financing statements and all other related agreements, documents and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto, as all of the same have been or may be supplemented, modified, extended, renewed, restated and/or replaced.

155. “*Prepetition LC Agent*” means Barclays Bank PLC in its capacity as administrative agent for the Prepetition LC Lenders and Prepetition LC Facility Issuers, together with any of its successors and permitted assigns in such capacity.

156. “*Prepetition LC Facility*” means, collectively, the certain letters of credit in the aggregate original undrawn available amount of \$200,147,031.55 provided under the Prepetition LC/Term Loan Agreement and other extensions of credit to the Debtors related thereto (including in the form of extensions of such letters of credit and advances in connection with drawings thereunder), together with all Prepetition LC/Term Loan Financing Documents related thereto.

157. “*Prepetition LC Facility Claims*” means any and all Claims arising under or related to the Prepetition LC Facility (whether under or pursuant to any Prepetition LC/Term Loan Financing Document, any DIP

Order or otherwise), including all “Prepetition LC Obligations” and “LC Adequate Protection Obligations”, as each such term is defined in the Final DIP Order and shall include, without limitation, any amount by which letters of credit issued under the Prepetition LC Facility increase after the Petition Date by their terms.

158. “*Prepetition LC Facility Distribution*” means the distribution to each Holder of an Allowed Prepetition LC Facility Claim of (a) such Holder’s Pro Rata share (based upon such Holder’s face amount ownership of the Prepetition LC Facility relative to the total face amount of the Prepetition LC Facility as of the Petition Date) of \$155 million of the Combined Company Second Lien Term Loans and (b) its Prepetition LC Facility Rights.<sup>1</sup>

159. “*Prepetition LC Facility Final Distribution Date*” means a day (a) selected by the Undrawn LC Facility Claims Reserve Agent that is twenty calendar days after the date on which all Undrawn LC Facility Claims have become either Allowed Claims or disallowed Claims or (b) otherwise established by the Bankruptcy Court.

160. “*Prepetition LC Facility Issuers*” means Bank of America, N.A., PNC Bank, National Association, and Fifth Third Bank, each in its respective capacity as a letter of credit issuer under the Prepetition LC Facility, together with any of their respective successors and permitted assigns in such capacity.

161. “*Prepetition LC Facility Rights*” means, collectively, the rights of all Holders of Prepetition LC Facility Claims to participate in the Rights Offering that shall be distributed on a Pro Rata basis (based upon such Holder’s face amount ownership of the Prepetition LC Facility relative to the total face amount of the Prepetition LC Facility as of the Petition Date).

162. “*Prepetition LC Lenders*” means those banks, financial institutions, and other lender parties to the Prepetition LC/Term Loan Agreement from time to time to the extent owed Prepetition LC Obligations and/or LC Adequate Protection Obligations from time to time, each in their capacity as such, together with any of their respective successors and permitted assigns in such capacity.

163. “*Prepetition LC Obligations*” means all of the Debtors’ obligations under the Prepetition LC/Term Loan Financing Documents, in each case to the extent relating to the Prepetition LC Facility, including, without limitation, all reimbursement obligations for drawn and undrawn letters of credit issued under the Prepetition LC Facility, all interest, fees and expenses related thereto and all other “Secured L/C Facility Obligations” as defined in the Prepetition LC/Term Loan Agreement. The Prepetition LC Obligations are Allowed Secured Claims.

164. “*Prepetition LC Secured Parties*” means the Prepetition LC Agent, the Prepetition LC Lenders, the Prepetition LC Facility Issuers, the Prepetition LC/Term Collateral Agent (to the extent of any Prepetition LC Obligations and/or LC Adequate Protection Obligations owing to the Prepetition LC/Term Collateral Agent or granted to or held by the Prepetition LC/Term Collateral Agent for the benefit or on behalf of any other Prepetition LC Secured Party), and all other L/C Secured Parties (as defined in the Prepetition LC/Term Loan Agreement).

165. “*Prepetition Noteholders*” means the holders of the Prepetition Notes.

166. “*Prepetition Notes*” means Patriot Coal Corporation’s 15.0% Senior Secured Second Lien PIK Toggle Notes due 2023 in an initial aggregate principal amount of \$262,499,992 (together with any additional notes issued or increases to the principal amount of existing notes as of the Petition Date, in each case representing interest “paid in kind”).

167. “*Prepetition Notes Claims*” means any and all Claims arising under or related to the Prepetition Notes, Prepetition Notes Documents and DIP Orders, including all “Prepetition Obligations” and “Note Adequate Protection Obligations,” as each such term is defined in the Final DIP Order.

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<sup>1</sup> For the avoidance of doubt, Holders of Prepetition LC Facility Claims on account of either drawn and/or undrawn letters of credit provided under the Prepetition LC Facility shall receive Prepetition LC Facility Rights and be eligible to participate in the Rights Offering.

168. “*Prepetition Notes Distribution*” means the distribution to each Holder of an Allowed Prepetition Notes Claim of such Holder’s Pro Rata share (based upon such Holder’s face amount Allowed Claim relative to the total face amount of all Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims) of the GUC Distribution Pool.

169. “*Prepetition Notes Documents*” means the Prepetition Indenture, the Prepetition Notes, and all other agreements, documents and instruments executed and/or delivered with, to or in favor of the Prepetition Notes Trustee and/or the Prepetition Noteholders, including, without limitation, the Intercreditor Agreements, all security agreements, collateral trust agreements, notes, guarantees, mortgages, Uniform Commercial Code financing statements and all other related agreements, documents and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto, as all of the same have been supplemented, modified, extended, renewed, restated and/or replaced at any time prior to the Petition Date.

170. “*Prepetition Notes Liens*” means a Lien granted to the Prepetition Notes Trustee for its benefit and the benefit of the Prepetition Noteholders, to secure the Prepetition Notes Obligations.

171. “*Prepetition Notes Obligations*” means any of the Debtors’ obligations under the Prepetition Notes Documents. The Prepetition Notes Obligations are Allowed Secured Claims.

172. “*Prepetition Notes Secured Parties*” means the Prepetition Notes Trustee, Prepetition Notes Agent and Prepetition Noteholders and “Secured Parties” (as defined in the Prepetition Indenture).

173. “*Prepetition Notes Trustee*” means U.S. Bank National Association in its capacities as trustee and collateral trustee for the Prepetition Noteholders with respect to the Prepetition Notes, and together with any of its successors in such capacities.

174. “*Prepetition Notes Trustee Fee Claim*” means, individually and collectively, any and all Claims, whether arising before or after the Petition Date, pursuant to the applicable Prepetition Indenture relating to any reasonable compensation, disbursements, fees and expenses (including an Claim under such Prepetition Indenture relating to reasonable fees and expenses of counsel and agents of such Prepetition Notes Trustee) of any Prepetition Notes Trustee payable under such Prepetition Notes Indenture, which such Claims shall be satisfied by payment in full pursuant to this Plan in accordance with the Final DIP Order.

175. “*Prepetition Secured Parties*” means, collectively, the Prepetition ABL Secured Parties, the Prepetition LC Secured Parties, the Prepetition Term Secured Parties, the Prepetition Notes Trustee, and the Prepetition Noteholders.

176. “*Prepetition Term Agent*” means Cortland in its capacity as successor term administrative agent under the Prepetition LC/Term Loan Agreement, together with any of its successors and permitted assigns in such capacities.

177. “*Prepetition Term Lenders*” means those banks, financial institutions, and other lender parties to the Prepetition LC/Term Loan Agreement to the extent owed Prepetition Term Loan Obligations from time to time, each in their capacity as such, together with any of their respective successors and permitted assigns in such capacity.

178. “*Prepetition Term Loan Facility*” means the term loans in an aggregate initial principal amount of up to \$250,000,000 provided under the Prepetition LC/Term Loan Agreement, together with all Prepetition LC/Term Loan Financing Documents related thereto.

179. “*Prepetition Term Loan Facility Claims*” means any and all Claims, insofar as such Claims relate to the Prepetition Term Loan Facility, arising under or related to the Prepetition Term Loan Facility, the Prepetition LC/Term Loan Agreement and the DIP Orders, including all “Prepetition Term Loan Obligations” and “Term Adequate Protection Obligations”, as each such term is defined in the Final DIP Order.

180. “*Prepetition Term Loan Facility Distribution*” means the distribution to each Holder of an Allowed Prepetition Term Loan Facility Claim of (a) such Holder’s Pro Rata share (based upon such Holder’s face amount Allowed Claim relative to the total face amount of all Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims) of the GUC Distribution Pool and (b) its Prepetition Term Loan Rights.

181. “*Prepetition Term Loan Obligations*” means all of the Debtors’ obligations under the Prepetition LC/Term Loan Financing Documents insofar as such obligations relate to the Prepetition Term Loan Facility. The Prepetition Term Loan Obligations are Allowed Secured Claims.

182. “*Prepetition Term Loan Rights*” means, collectively, the rights of all Holders of Prepetition Term Loan Facility Claims to participate in the Rights Offering on a Pro Rata basis (based upon such Holder’s loans under the Prepetition Term Loan Facility as of the Petition Date).

183. “*Prepetition Term Secured Parties*” means the Prepetition Term Agent, the Prepetition Term Lenders, the Prepetition LC/Term Collateral Agent (to the extent of any Prepetition Term Loan Obligations and/or Term Adequate Protection Obligations owing to the Prepetition LC/Term Collateral Agent or granted to or held by the Prepetition LC/Term Collateral Agent for the benefit or on behalf of any other Prepetition Term Secured Party), and all other Term Secured Parties (as defined in the Prepetition LC/Term Loan Agreement)

184. “*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

185. “*Pro Rata*” means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

186. “*Professional*” means any Entity: (a) retained in the Chapter 11 Cases pursuant to and in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered and expenses incurred pursuant to sections 327, 328, 329, 330, 331, or 363 of the Bankruptcy Code; (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code; and (c) that is a Liquidating Trustee Professional.

187. “*Professional Fee Claims*” means all Claims for accrued fees and expenses (including success fees) for services rendered and expenses incurred by a Professional from the Petition Date through and including the Effective Date, which Claims are evidenced by applications for compensation filed with the Bankruptcy Court, to the extent such fees and expenses have not been paid pursuant to an order of the Bankruptcy Court.

188. “*Professional Fee Escrow Account*” means an interest bearing escrow account to be funded on the Effective Date with unused proceeds from the DIP Facility or Cash on hand in an amount equal to all Professional Fee Claims, plus an amount equal to the estimated, unbilled Professional Fees incurred through the Effective Date but not evidenced by applications for compensation filed with the Bankruptcy Court (calculated in accordance with reasonable estimates from each Professional); provided, that, the Professional Fee Escrow shall be increased to the extent that the aggregate amount of fee applications filed after the Effective Date exceeds the available balance in the Professional Fee Escrow Account.

189. “*Proof of Claim*” means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

190. “*Proof of Interest*” means a proof of Interest Filed against any of the Debtors in the Chapter 11 Cases.

191. “*Released Parties*” means, collectively, the Debtor Releasees and the Third Party Releasees.



192. “*Releasing Parties*” means, collectively: (a) the Prepetition Agents; (b) the Prepetition Term Lenders; (c) the Prepetition LC Lenders and the Prepetition LC Facility Issuers; (d) the Prepetition ABL Lenders and the Prepetition ABL LC Issuers; (e) the Prepetition Noteholders; (f) the DIP Agent; (g) the DIP Lenders; (h) the Combined Company 1.5 Lien Term Loan Lenders; (i) the Committee; and (j) all other Holders of Claims or Equity Interests, except Holders of any Claims or Equity Interests (i) who vote to reject the Plan, (ii) who do not vote to accept or reject the Plan but who timely submit a Ballot indicating their decision to not participate in the Third Party Release set forth in Article VIII.D hereof, or (iii) who are in a Class that is deemed to reject the Plan.

193. “*Reorganized Patriot*” means (a) Patriot Coal Corporation, Inc. as reorganized pursuant to and under the Plan, or any successor thereto, by merger, consolidation, or otherwise or (b) a new corporation or limited liability company that may be formed or caused to be formed by the Debtors to, among other things, issue the GUC Distribution Pool.

194. “*Restructuring Documents*” means this Plan, the Disclosure Statement, the Plan Supplement, the Blackhawk Transaction Documents, VCLF Transaction Documents, and the various agreements and other documentation formalizing the Plan, each of which shall be in form and substance reasonably satisfactory to the Debtors, the DIP Lenders, and satisfactory to Blackhawk as specified in the Blackhawk APA and to VCLF as specified in the VCLF APA.

195. “*Restructuring Transactions*” means one or more transactions to occur on the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including: (a) the execution and delivery of appropriate agreements or other documents of merger, sale, consolidation, equity issuance, certificates of incorporation, operating agreements, bylaws, or other documents containing terms that are consistent with or reasonably necessary to implement the terms of the Plan or the Blackhawk Transaction and that satisfy the requirements of applicable law; (b) the execution and delivery of appropriate instruments of sale, equity issuance, transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents; and (c) all other actions that the Debtors, after consultation with the Consultation Parties, or Liquidating Trustee, as applicable, determine are necessary or appropriate to implement the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents.

196. “*Retiree Committee*” means the official committee of non-union retirees appointed in the Chapter 11 Cases pursuant to section 1114(d) of the Bankruptcy Code on July 7, 2015, as may be constituted from time to time, in accordance with the agreed order entered by the Court on June 25, 2015.

197. “*Retiree Committee Advisors*” means Schnader Harrison Segal & Lewis LLP and Stahl Cowen Crowley Addis LLC, as proposed legal advisors to the Retiree Committee.

198. “*Retiree Committee Members*” means: (a) James R. Gillenwater; (b) Elizabeth Wills; (c) Harold D. Green; (e) Carl Egnor, UMWA Representative; and (f) David L. McDonald; each solely in their capacity as members of the Retiree Committee.

199. “*Rights*” means the subscription rights to purchase Combined Company First Lien Term Loans and Combined Company Second Lien Term Loans contemplated by the Rights Offering.

200. “*Rights Offering*” means the rights of Holders of Prepetition LC Facility Claims and Holders of Prepetition Term Loan Facility Claims to purchase, for an aggregate of \$13,500,000 in Cash, (a) up to \$16,875,000 in aggregate initial principal amount of Combined Company First Lien Term Loans and (b) up to \$9,250,000 in aggregate initial principal amount of Combined Company Second Lien Term Loans, all subject to Section 2.06(b)(i)(B)(1) of the Blackhawk APA. The Rights shall be issued to Holders of Prepetition LC Facility Claims and to Holders of Prepetition Term Loan Facility Claims. If the Rights are oversubscribed, Rights will be issued (i) first, to the Holders of Prepetition LC Facility Claims and (ii) second, to Holders of Prepetition Term Loan Facility Claims, and any oversubscription within a Class shall be cut back Pro Rata within such Class.

201. “*Rights Offering Participant*” means (a) a Holder of an Allowed Prepetition LC Facility Claim, (b) a Holder of an Allowed Prepetition Term Loan Facility Claim, or (c) an Eligible Holder to whom the Rights of a Holder of an Allowed Prepetition LC Facility Claim or a Holder of an Allowed Prepetition Term Loan Facility Claim were transferred.

202. “*Rights Offering Procedures*” means the procedures governing the Rights Offering, which procedures are attached to the Disclosure Statement as Exhibit D and shall be Filed with the Plan Supplement.

203. “*Rights Offering Record Date*” means September 18, 2015.

204. “*Schedule of Assumed Executory Contracts and Unexpired Leases*” means the schedule of certain Executory Contracts and Unexpired Leases to be assumed by the Debtors and assigned to Blackhawk, VCLF or the Liquidating Trust, as applicable, pursuant to the Plan in the form to be Filed with the Bankruptcy Court as an exhibit to the Plan Supplement, as the same may be amended, modified or supplemented from time to time. Such schedule may include a description of the Unexpired Leases to be assumed by the Debtors and assigned to Blackhawk, VCLF, or the Liquidating Trust, as applicable.

205. “*Schedules*” means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors on June 26, 2015 pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified, or supplemented from time to time.

206. “*Scheduling Order*” means the *Order Approving Debtors’ Motion for Entry of An Order (I) Scheduling Combined Hearing on Approval of A Revised Disclosure Statement and Confirmation of A Revised Plan, (II) Approving the Form and Manner of Notice of the Combined Hearing, (III) Shortening the Notice of the Combined Hearing and the Deadline for Filing Objections; (IV) Maintaining the Voting Record Date; (V) Approving the Submission Of Votes to Accept or Reject the Plan through An “E-Ballot” Platform; (VI) Establishing the Voting Deadline; (VII) Establishing the Objection Deadline; and (VIII) Granting Related Relief*, entered on September 17, 2015 [Docket No. 1320].

207. “*Section 510(b) Claims*” means any Claim against any Debtor arising from rescission of a purchase or sale of a security of any Debtor or an Affiliate of any Debtor, for damages arising from the purchase or sale of such a security, or for reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.

208. “*Secured*” means when referring to a Claim: (a) secured by a Lien on property in which the applicable Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in such Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code or (b) otherwise Allowed pursuant to the Plan as a Secured Claim. For the avoidance of doubt, Secured Claims do not include the DIP Claims.

209. “*Secured Tax Claims*” means any Secured Claim against any Debtor that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

210. “*Securities Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, as may be amended, modified, or supplemented, or any similar federal, state, or local law.

211. “*Securities Exchange Act*” means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a–78nn, as amended, and as may be further amended, modified, or supplemented.

212. “*Stamp or Similar Tax*” means any stamp tax, recording tax, conveyance fee, intangible or similar tax, mortgage tax, personal or real property tax, real estate transfer tax, sales tax, use tax, transaction privilege tax

(including, without limitation, such taxes on prime contracting and owner-builder sales), privilege taxes (including, without limitation, privilege taxes on construction contracting with regard to speculative builders and owner builders), and other similar taxes imposed or assessed by any Governmental Unit.

213. “*Subscription Accounts*” means one or more trust accounts, escrow accounts, treasury accounts, or similar segregated accounts established by the Subscription Agent to receive and hold payments of the Subscription Purchase Price.

214. “*Subscription Agent*” means Prime Clerk, LLC.

215. “*Subscription Deadline*” means October 2, 2015 at 4:00 p.m. (prevailing Eastern Time) or such later time as determined by the Debtors in their sole discretion.

216. “*Subscription Form*” means the subscription form(s) and applicable instructions sent to each Rights Offering Participant on which such Rights Offering Participant may exercise their Rights, in substantially the forms attached to the Rights Offering Procedures as Annex A and Annex B.

217. “*Subscription Purchase Price*” means the purchase price for the Combined Company First Lien Term Loans and Combined Company Second Lien Term Loans acquired by a Rights Offering Participant pursuant to the Rights Offering and as calculated in accordance with such Rights Offering Participant’s Subscription Form.

218. “*Term Loan Subordination Agreement*” means, collectively, the certain subordination agreements under the Prepetition LC/Term Loan Financing Documents with respect to the relative rights and priorities of the Prepetition Term Loan Obligations and the Prepetition Term Secured Parties, compared to the Prepetition LC Obligations and the Prepetition LC Secured Parties (including, without limitation, Sections 9.04, 10.15, 10.17, and 12.06(j) of the Prepetition LC/Term Loan Agreement and the related provisions set forth in any Affiliate Assignment Agreement (as defined in the Prepetition LC/Term Loan Agreement)), which provide, among other things, that the Prepetition LC Obligations are “first out” in payment priority versus the Prepetition Term Loan Obligations, subject to the Prepetition LC/Term Loan Agent Expenses Priority.

219. “*Third Party Release*” means the release provision set forth in Article VIII.D hereof.

220. “*Third Party Releasees*” means, collectively, (a) each Debtor Releasee; (b) the Liquidating Trust; (c) the Liquidating Trustee; (d) Blackhawk; (e) VCLF; (f) the Combined Company; (g) the Prepetition Agents and Barclays Bank PLC, as predecessor Term Administrative Agent (under and as defined in the Prepetition LC/Term Loan Agreement) and any of their respective sub-agents; (h) the Prepetition Term Lenders; (i) the Prepetition LC Secured Parties; (j) the Prepetition ABL Secured Parties; (k) the Prepetition Noteholders; (l) the DIP Agent; (m) the DIP Lenders; (n) the Combined Company 1.5 Lien Term Loan Lenders; (o) the Committee; and (p) with respect to each of the foregoing Entities in clauses (a) through (o) (other than with respect to a final fee application of a Professional), all such Entities’ respective current and former Affiliates and all such Entities’ and such Affiliates’ respective current and former attorneys, financial advisors, consultants, representatives, advisors, accountants, investment bankers, investment advisors, actuaries, professionals, members (including ex officio members), officers, directors, employees, partners, subsidiaries, principals, agents, managers, administrators, trustees, managed funds, fund managers and representatives, and successors and assigns of each of the foregoing in their respective capacities as such; provided that any Holder of a Claim (other than a Committee Member) who votes to reject the Plan or who does not vote to accept or reject the Plan but who submits a Ballot opting out of the Third Party Release shall not be a Third Party Releasee.

221. “*Time-Based Note Incentive Program*” means the Debtors’ time-based incentive program for certain eligible employees as set forth more fully in the Disclosure Statement.

222. “*U.S. Trustee*” means the United States Trustee for the Eastern District of Virginia.

223. “*U.S. Trustee Fees*” means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

224. “*UMWA*” means the United Mine Workers of America.
225. “*Undrawn LC Facility Claims*” means the Prepetition LC Facility Claims on account of the letters of credit provided under the Prepetition LC Facility that are undrawn as of the Effective Date. The Undrawn LC Facility Claims are contingent and undisputed.
226. “*Undrawn LC Facility Claims Reserve*” has the meaning set forth in Article VI.B hereof.
227. “*Undrawn LC Facility Claims Reserve Agent*” means the Prepetition LC Agent or any other Entity or Entities designated by the Prepetition LC Agent after acceptance by such Entity or Entities to make or facilitate distributions that are to be made in connection with the Undrawn LC Facility Claims Reserve pursuant to the Plan.
228. “*Unexpired Lease*” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.
229. “*Unimpaired*” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code and, with respect to Claim or Interest, a Claim or Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.
230. “*Unsecured*” means not Secured.
231. “*VCLF*” means Virginia Conservation Legacy Fund, Inc. and ERP Compliant Fuels, LLC.
232. “*VCLF APA*” means that certain Asset Purchase Agreement dated as of August 16, 2015, as amended, modified, or supplemented from time to time, among VCLF and certain of the Debtors, including all schedules and exhibits thereto, which is attached to the Disclosure Statement as Exhibit K and shall be Filed with the Plan Supplement.
233. “*VCLF Assumed Liabilities*” shall have the same meaning as the term Assumed Liabilities set forth in Section 2.03 of the VCLF APA.
234. “*VCLF Equity Grant*” means the grant of equity securities set forth in Section 7.12 of the VCLF APA.
235. “*VCLF Excluded Assets*” shall have the same meaning as the term Excluded Assets set forth in Section 2.02 of the VCLF APA.
236. “*VCLF Excluded Liabilities*” shall have the same meaning as the term Excluded Liabilities set forth in Section 2.04 of the VCLF APA.
237. “*VCLF Purchased Assets*” shall have the same meaning as the term Purchased Assets set forth in Section 2.01 of the VCLF APA.
238. “*VCLF Transaction*” means the purchase and sale transaction contemplated by the VCLF APA.
239. “*VCLF Transaction Documents*” means the VCLF APA and each other document contemplated by the VCLF APA or entered into in connection with the VCLF Transaction.
240. “*Voting Deadline*” means October 2, 2015, at 4:00 p.m., prevailing Eastern Time.
241. “*Voting Record Date*” means the close of business on August 18, 2015.
242. “*Wind Down*” means the wind down, dissolution, and liquidation of (a) Reorganized Patriot or (b) the Liquidating Trust Assets following the Effective Date as set forth in Article IV.P hereof.

243. “*Winning Bid*” shall have the same meaning as the term Winning Bid as set forth in the Bidding Procedures Order.

244. “*Winning Bidder*” shall have the same meaning as the term Winning Bidder as set forth in the Bidding Procedures Order.

*B. Rules of Interpretation*

For purposes of the Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neutral gender shall include the masculine, feminine, and the neutral gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented upon prior notice to the Committee, Blackhawk, Prepetition Agents, and DIP Agent, without prejudice to any party’s rights; (4) any reference to an Entity as a Holder of a Claim includes that Entity’s successors and assigns; (5) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (6) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (7) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (9) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (10) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (11) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s CM/ECF system; (12) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended, supplemented or otherwise modified from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (13) references to “Proofs of Claim,” “Holders of Claims,” “Disputed Claims,” and the like shall include “Proofs of Interest,” “Holders of Interests,” “Disputed Interests,” and the like as applicable; and (14) any immaterial effectuating provisions may be interpreted by the Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity. References in the Plan to the Debtors shall mean the Debtors after the 2012-13 Restructuring and prior to and on the Effective Date, and the Liquidating Trust after the Effective Date.

*C. Computation of Time*

The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

*D. Governing Law*

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws that would dictate the application of another jurisdiction’s law, shall govern the rights, obligations, construction, and implementation of the Plan, and any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, documents, instruments or contracts, in which case the governing law set forth in such agreement shall control with respect thereto).

*E. Reference to Monetary Figures*

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

*F. Controlling Document*

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the Plan Supplement shall control unless stated otherwise in such Plan Supplement document. Notwithstanding anything to the contrary herein, in the event of an inconsistency between the Plan and the Disclosure Statement, on the one hand, and the Blackhawk APA, on the other hand, the Blackhawk APA shall control.

**ARTICLE II.  
DIP CLAIMS, ADMINISTRATIVE CLAIMS, AND PRIORITY TAX CLAIMS**

*A. Administrative Claims*

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors to the extent an Allowed Administrative Claim has not already been paid in full or otherwise satisfied during the Chapter 11 Cases, each Holder of an Allowed Administrative Claim will receive, in full and final satisfaction of its Allowed Administrative Claim, Cash equal to the amount of the unpaid portion of such Allowed Administrative Claim either: (1) if such Administrative Claim is Allowed as of the Effective Date, on the Effective Date; (2) if the Administrative Claim is not Allowed as of the Effective Date, the date on which an order of the Bankruptcy Court Allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; or (3) if the Allowed Administrative Claim is based on liabilities incurred by the Debtors' Estates in the ordinary course of their business after the Petition Date, pursuant to the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim, without any further action by the Holder of such Allowed Administrative Claim.

Except as otherwise provided by a Final Order previously entered by the Bankruptcy Court (including the OCP Order and the DIP Orders) or as provided by Article II.B hereof, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Debtors no later than the Administrative Claims Bar Date pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the requesting party by the Administrative Claims Objection Bar Date.

*B. Professional Compensation*

1. Final Fee Applications

All final requests for payment of Professional Fee Claims must be filed with the Bankruptcy Court and served on the Debtors (or the Liquidating Trustee) no later than the first Business Day that is sixty days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any prior orders of the Bankruptcy Court in the Chapter 11 Cases, the Allowed amounts of such Professional Fee Claims shall be determined by the Bankruptcy Court.

2. Professional Fee Escrow Account

On the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow. Funds held in the Professional Fee Escrow shall not be considered property of the Debtors' Estates or property of the Liquidating Trust, but shall revert to the Liquidating Trust after all Professional Fee Claims allowed by the Bankruptcy Court

have been irrevocably paid in full. The Professional Fee Escrow shall be held in trust for the Professionals and for no other parties until all Professional Fee Claims Allowed by the Bankruptcy Court have been paid in full. Professional Fees Claims shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow when such Claims are Allowed by an order of the Bankruptcy Court. No Liens, claims, or interests shall encumber the Professional Fee Escrow in any way, including with respect to any Liens, claims, or encumbrances securing the DIP Facility. Excess funds remaining in the Professional Fee Escrow Account after all Allowed Professional Fees have been paid shall be transferred to the Liquidating Trust or in accordance with the Description of the Transaction Steps, as applicable.

3. Post-Effective Date Fees and Expenses

Except as otherwise specifically provided in the Plan, on and after the Effective Date, the Debtors or the Liquidating Trustee, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors, the Committee as set forth in Article XII.D hereof, or the Liquidating Trust, as applicable. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code or the Interim Compensation Order in seeking retention for services rendered after such date shall terminate, and the Debtors may employ any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

C. *DIP Claims*

Pursuant to the DIP Orders, all DIP Claims constitute Allowed Claims. Except to the extent that a Holder of an Allowed DIP Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim, on the Effective Date each Holder of an Allowed DIP Claim shall receive its DIP Lender Distribution.

After the Effective Date, the Liquidating Trust shall continue to reimburse the DIP Agents, DIP Lenders, and Prepetition Agents for the reasonable fees and expenses (including reasonable and documented legal fees and expenses) incurred by the DIP Agents, DIP Lenders, and Prepetition Agents in accordance with the DIP Loan Documents and the DIP Orders. On the Effective Date, the Debtor shall fund, in cash, a deposit (the "Deposit") to cover any costs, fees, expenses and the like (collectively, the "Costs and Expenses") anticipated to be incurred by the DIP Agents, DIP Lenders, and Prepetition Agents in connection with the DIP Loan Documents (and the other costs and expenses provided in the last sentence of this section), including in connection with the release of collateral securing the DIP Claims; provided, however, that if the Deposit is insufficient to cover the amount of the Costs and Expenses, the Liquidating Trust shall pay the DIP Agents, DIP Lenders, and Prepetition Agents the amount of such shortfall upon a demand therefor accompanied by evidence of the incurrence of the Costs and Expenses; provided, further, however, that if the Deposit exceeds the ultimate amount of the Costs and Expenses actually incurred by the DIP Agents, DIP Lenders, and Prepetition Agents, the excess shall be promptly remitted to the Liquidating Trust. Any remaining amount of the Deposit shall be remitted to the Liquidating Trust within ninety days of the Effective Date. With respect to any professional fees included as part of the Costs and Expenses, such professional fees may be paid by the DIP Agents, DIP Lenders, and Prepetition Agents, as applicable, without advance notice to any other party; provided, however, that the DIP Agents, DIP Lenders, and Prepetition Agents, as applicable, shall provide evidence of the incurrence of such professional fees to the Liquidating Trustee. To the extent that any provisions of the DIP Loan Documents are of a type that survive repayment of the subject indebtedness (e.g., confidentiality provisions, a duty to release collateral, indemnity provisions), such provisions shall remain in effect notwithstanding repayment of the DIP Claims.

D. *Priority Tax Claims*

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in sections 511 and 1129(a)(9)(C) of the Bankruptcy Code.

*E. U.S. Trustee Statutory Fees*

For the avoidance of doubt, all fees payable pursuant to section 1930 of title 28 of the United States Code due and payable through the Effective Date, and any interest accruing thereto, shall be paid by the Debtors on or before the Effective Date, and amounts due thereafter shall be paid by the Liquidating Trustee or as provided in the Description of the Transaction Steps in the ordinary until the entry of a final decree closing the respective Debtor's Chapter 11 Case. Any deadline for filing claims in these Chapter 11 Cases shall not apply to fees payable by the Debtors pursuant to section 1930 of title 28 of the United States Code or any interest accruing thereto.

**ARTICLE III.  
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

In accordance with section 1123(a)(1) of the Bankruptcy Code, DIP Claims, Administrative Claims, and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in this Article III.

*A. Summary of Classification*

All Claims and Interests, other than DIP Claims, Administrative Claims, and Priority Tax Claims, are classified in the Classes set forth in this Article III for all purposes, including voting, Confirmation, and distributions pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is also classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

1. Class Identification

The classification of Claims and Interests against each Debtor (as applicable) pursuant to the Plan is as set forth below. The Plan shall apply as a separate Plan for each of the Debtors, and the classification of Claims and Interests set forth herein shall apply separately to each of the Debtors. All of the potential Classes for the Debtors are set forth herein. Certain of the Debtors may not have Holders of Claims or Interests in a particular Class or Classes.

<b>Class</b>	<b>Claims and Interests</b>	<b>Status</b>	<b>Voting Rights</b>
Class 1 (all Debtors)	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2 (all Debtors)	Secured Tax Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3 (all Debtors)	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 4 (all Debtors)	Prepetition ABL Facility Claims	Impaired	Entitled to Vote
Class 5 (all Debtors)	Prepetition LC Facility Claims	Impaired	Entitled to Vote



Class	Claims and Interests	Status	Voting Rights
Class 6 (all Debtors)	Prepetition Term Loan Facility Claims	Impaired	Entitled to Vote
Class 7 (all Debtors)	Prepetition Notes Claims	Impaired	Entitled to Vote
Class 8 (all Debtors)	General Unsecured Claims	Impaired	Entitled to Vote
Class 9 (all Debtors)	Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 10 (all Debtors)	Intercompany Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 11 (all Debtors)	Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

*B. Treatment of Claims and Interests*

The treatment and voting rights provided to each Class for distribution purposes is specified below:

1. Class 1 - Other Priority Claims

- (a) *Classification:* Class 1 consists of all Other Priority Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and compromise of each and every Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim shall, at the sole option of the Debtors or the Liquidating Trustee, as applicable:
  - (i) be paid in full in Cash in an amount equal to such Allowed Other Priority Claim by the Debtors on the Effective Date or by the Liquidating Trustee after the Effective Date; or
  - (ii) otherwise be treated in any other manner such that the Allowed Other Priority Claim shall be rendered Unimpaired on the later of the Effective Date and the date on which such Other Priority Claim becomes an Allowed Other Priority Claim or as soon as reasonably practicable thereafter.
- (c) *Voting:* Class 1 is Unimpaired, and Holders of Class 1 Other Priority Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Other Priority Claims are not entitled to vote to accept or reject the Plan.

2. Class 2 - Secured Tax Claims

- (a) *Classification:* Class 2 consists of all Secured Tax Claims.

- (b) *Treatment:* Except to the extent that a Holder of an Allowed Secured Tax Claim agrees to a less favorable treatment for such Holder, in exchange for full and final satisfaction, settlement, release, and compromise of each and every Allowed Secured Tax Claim, each Holder of such Claim shall, at the sole option of the Debtors or the Liquidating Trustee, as applicable:
- (i) be paid in full in Cash by the Debtors on the Effective Date in an amount equal to such Allowed Secured Tax Claim; or
  - (ii) be paid by the Debtors or the Liquidating Trustee (as applicable), commencing on the Effective Date and continuing over a period not exceeding 5 years from the Petition Date, equal semi-annual Cash payments in an aggregate amount equal to such Allowed Secured Tax Claim, together with interest at the applicable non-default contract rate under non-bankruptcy law, subject to the sole option of the Liquidating Trustee to prepay the entire amount of such Allowed Secured Tax Claim during such time period; or
  - (iii) be paid regular Cash payments by the Debtors (on the Effective Date) or the Liquidating Trustee (after the Effective Date), in a manner not less favorable than the most favored non-priority unsecured Claim provided for by the Plan.
- (c) *Voting:* Class 2 is Unimpaired, and Holders of Class 2 Secured Tax Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 2 Secured Tax Claims are not entitled to vote to accept or reject the Plan.

3. Class 3 - Other Secured Claims

- (a) *Classification:* Class 3 consists of all Other Secured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment for such Holder, in exchange for full and final satisfaction, settlement, release, and compromise of each and every Allowed Other Secured Claim, each Holder of such Claim shall, at the sole option of the Debtors or the Liquidating Trustee, as applicable:
- (i) be paid in full in Cash in an amount equal to such Allowed Other Secured Claim by the Debtors on the Effective Date; or
  - (ii) receive the collateral securing any such Allowed Other Secured Claim and be paid any interest required to be paid under section 506(b) of the Bankruptcy Code; or
  - (iii) otherwise be treated in any other manner such that the Allowed Other Secured Claim shall be rendered Unimpaired on the later of the Effective Date and the date on which such Other Secured Claim becomes an Allowed Other Secured Claim or as soon as reasonably practicable thereafter.
- (c) *Voting:* Class 3 is Unimpaired, and Holders of Class 3 Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 3 Other Secured Claims are not entitled to vote to accept or reject the Plan.

4. Class 4 - Prepetition ABL Facility Claims

- (a) *Classification:* Class 4 consists of all Prepetition ABL Facility Claims.
- (b) *Allowance:* The Prepetition ABL Facility Claims shall be Allowed as Secured Claims in an aggregate amount with respect to drawn amounts under the Prepetition ABL Drawn LCs and undrawn amounts under the Prepetition ABL Undrawn LCs, respectively, not to exceed \$44,263,955 (plus any unpaid accrued interest, letter of credit fees, and unpaid reasonable fees and expenses as of the Effective Date, to the extent not paid pursuant to the Final DIP Order).
- (c) *Treatment:* Except to the extent that a Holder of a Prepetition ABL Facility Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Prepetition ABL Facility Claim:
  - (i) **if the Payout Event occurs**, its Payout Event Class 4 Distribution; or
  - (ii) **if the Payout Event does not occur**,
    - (A) all indebtedness related to the Prepetition ABL Drawn LCs and all other unpaid Prepetition ABL Obligations:
      - (I) shall be repaid in cash with proceeds from the Combined Company First Lien Term Loan or (at Blackhawk's option) with amounts drawn under the Combined Company New ABL; or
      - (II) to the extent not so repaid, converted into loans drawn under the Combined Company New ABL on a dollar-for-dollar basis (so long as such Combined Company New ABL is in form and substance reasonably satisfactory to the Prepetition ABL Agent); and
    - (B) each Prepetition ABL Undrawn LC:
      - (I) shall be replaced with letter(s) of credit issued (or deemed issued) under the Combined Company New ABL; provided, that as a condition to such replacement being effective for purposes of this clause (I), each Prepetition ABL Undrawn LC to be considered so replaced shall have been returned to the issuer thereof undrawn or otherwise cancelled in a manner reasonably acceptable to the issuer of such Prepetition ABL Undrawn LC; and/or
      - (II) shall be deemed a letter of credit issued under the Combined Company New ABL in an equal stated face amount (so long as such Combined Company New ABL is in form and substance reasonably satisfactory to the Prepetition ABL Agent); and/or
      - (III) shall be provided with credit support (which may include cash collateralization with proceeds from the Combined Company First Lien Term Loan) on terms and in amount reasonably acceptable to Blackhawk, the issuer of such Prepetition ABL Undrawn LC and the Prepetition ABL Agent.

To the extent that any provisions of the Prepetition ABL Financing Documents are of a type that survive repayment of the subject indebtedness (*e.g.*, confidentiality provisions, a duty to release collateral, indemnity provisions), such provisions shall remain in effect notwithstanding repayment of the Prepetition ABL Facility; provided, however, that such surviving provisions shall not be an obligation of, nor shall they be binding upon, Blackhawk or the Combined Company.

- (d) *Voting*: Class 4 is Impaired under the Plan. Holders of Prepetition ABL Facility Claims are entitled to vote to accept or reject the Plan.

5. Class 5 - Prepetition LC Facility Claims

- (a) *Classification*: Class 5 consists of all Prepetition LC Facility Claims.
- (b) *Allowance*: The Prepetition LC Facility Claims shall be Allowed as Secured Claims in an aggregate amount with respect to drawn and undrawn amounts under the Prepetition LC Facility not to exceed \$200,000,000.<sup>2</sup>
- (c) *Treatment*: Except to the extent that a Holder of a Prepetition LC Facility Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Prepetition LC Facility Claim, each such Holder thereof shall receive:
  - (i) **if the Payout Event occurs**, its Payout Event Class 5 Distribution; or
  - (ii) **if the Payout Event does not occur**, its Prepetition LC Facility Distribution.

To the extent that any provisions of the Prepetition LC/Term Loan Financing Documents relating to the Prepetition LC Facility are of a type that survive repayment of the subject indebtedness (*e.g.*, confidentiality provisions, a duty to release collateral, indemnity provisions), such provisions shall remain in effect notwithstanding repayment of the Prepetition LC Facility Claims; provided, however, that such surviving provisions shall not be an obligation of, nor shall they be binding upon, Blackhawk or the Combined Company.

- (d) *Voting*: Class 5 is Impaired under the Plan. Holders of Prepetition LC Facility Claims are entitled to vote to accept or reject the Plan.
- (e) *Credit Bid*: The Prepetition LC Facility Lenders' right to credit bid to purchase the Blackhawk Purchased Assets and/or the VCLF Purchased Assets is preserved.

6. Class 6 - Prepetition Term Loan Facility Claims

- (a) *Classification*: Class 6 consists of all Prepetition Term Loan Facility Claims.
- (b) *Allowance*: The Prepetition Term Loan Facility Claims shall be Allowed as Secured Claims in an aggregate amount not to exceed \$250,000,000.

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<sup>2</sup> This amount includes contingent claims on account of undrawn letters of credit provided under the Prepetition LC Facility, provided, however, that, upon the Effective Date, the Undrawn LC Facility Claims shall be deemed undisputed. If the Payout Event does not occur, such Undrawn LC Facility Claims shall be Allowed, without any further action, to the extent that undrawn letters of credit provided under the Prepetition LC Facility are subsequently drawn, and such Allowed Undrawn LC Facility Claims, if any, shall be satisfied from the Undrawn LC Facility Claims Reserve.

- (c) *Treatment:* Except to the extent that a Holder of a Prepetition Term Loan Facility Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Prepetition Term Loan Facility Claim, each such Holder thereof shall receive:
  - (i) **if the Payout Event occurs**, its Payout Event Class 6 Distribution; or
  - (ii) **if the Payout Event does not occur**, its Prepetition Term Loan Facility Distribution.

To the extent that any provisions of the Prepetition Term Loan Facility are of a type that survive repayment of the subject indebtedness (*e.g.*, confidentiality provisions, a duty to release collateral, indemnity provisions), such provisions shall remain in effect notwithstanding repayment of the Prepetition Term Loan Facility; provided, however, that such surviving provisions shall not be an obligation of, nor shall they be binding upon, Blackhawk or the Combined Company.

- (d) *Voting:* Class 6 is Impaired under the Plan. Holders of Prepetition Term Loan Facility Claims are entitled to vote to accept or reject the Plan.

7. Class 7 - Prepetition Notes Claims

- (a) *Classification:* Class 7 consists of all Prepetition Notes Claims.
- (b) *Allowance:* The Prepetition Notes Claims shall be Allowed as Secured Claims in an amount not to exceed \$305,504,339.
- (c) *Treatment:* Except to the extent that a Holder of a Prepetition Notes Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Prepetition Notes Claim, each such Holder thereof shall receive:
  - (i) **if the Payout Event occurs**, its Payout Event Class 7 Distribution; or
  - (ii) **if the Payout Event does not occur**, its Prepetition Notes Distribution.
- (d) *Voting:* Class 7 is Impaired under the Plan. Holders of Prepetition Notes Claims are entitled to vote to accept or reject the Plan.

8. Class 8 - General Unsecured Claims

- (a) *Classification:* Class 8 consists of all General Unsecured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to a less favorable treatment of its Allowed General Unsecured Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed General Unsecured Claim, each Holder thereof shall receive:
  - (i) **if the Payout Event occurs**, its Payout Event Class 8 Distribution; or
  - (ii) **if the Payout Event does not occur**, its General Unsecured Claims Distribution.
- (c) *Voting:* Class 8 is Impaired under the Plan. Holders of Allowed General Unsecured Claims are entitled to vote to accept or reject the Plan.

9. Class 9 - Intercompany Claims

- (a) *Classification:* Class 9 consists of all Intercompany Claims.
- (b) *Treatment:* Intercompany Claims shall be cancelled without any distribution on account of such Interests.
- (c) *Voting:* Class 9 is Impaired under the Plan. Holders of Intercompany Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

10. Class 10 - Intercompany Interests

- (a) *Classification:* Class 10 consists of all Intercompany Interests.
- (b) *Treatment:* Intercompany Interests shall be cancelled without any distribution on account of such Interests.
- (c) *Voting:* Class 10 is Impaired under the Plan. Holders of Intercompany Interests are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

11. Class 11 - Equity Interests

- (a) *Classification:* Class 11 consists of all Equity Interests.
- (b) *Treatment:* On the Effective Date, all Equity Interests shall be cancelled without any distribution on account of such Interests.
- (c) *Voting:* Class 11 is Impaired under the Plan. Holders of Equity Interests are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

C. *Special Provision Governing Unimpaired Claims*

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' rights in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

D. *Class Acceptance Requirement*

A Class of Claims shall have accepted the Plan if it is accepted by at least two-thirds (2/3) in amount of the Allowed Claims in such Class and more than one-half (1/2) in number of Holders of such Claims that have voted on the Plan.

E. *Elimination of Vacant Classes*

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

*F. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

*G. Controversy Concerning Impairment*

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date; provided that nothing shall affect or limit the Debtors', Blackhawk's, the Combined Company's, the DIP Lenders', Prepetition LC Secured Parties', Prepetition Term Secured Parties', Prepetition Notes Trustee's, the Prepetition Noteholders', or the Combined Company 1.5 Lien Term Loan Lenders' applicable rights and defenses (whether legal or equitable) in respect of any such Claims, Interests, or Class of Claims or Interests.

**ARTICLE IV.  
MEANS FOR IMPLEMENTATION OF THE PLAN**

*A. Sources of Consideration for Plan Distributions*

The Confirmation Order shall be deemed to authorize, among other things, the Restructuring Transactions and the Combined Company 1.5 Lien Term Loan. All amounts and securities necessary for the Debtors (on the Effective Date), the Combined Company, VCLF, or Liquidating Trust (after the Effective Date), as applicable, to make payments or distributions pursuant to this Plan shall be obtained from, among other things, the liabilities assumed, consideration paid by Blackhawk, and Cash raised or held by the Debtors.

*B. Blackhawk Transaction*

Subject to the terms of the Blackhawk Transaction Documents, on the Effective Date, the Debtors shall consummate the Blackhawk Transaction and, among other things, the Blackhawk Purchased Assets shall be transferred to and vest in the Combined Company free and clear of all Liens, Claims, charges, or Encumbrances pursuant to sections 363 and 1123 of the Bankruptcy Code, the Confirmation Order, the Blackhawk APA and the other Blackhawk Transaction Documents. On the Effective Date, the Debtors shall consummate the transactions contemplated by the Blackhawk Transaction Documents pursuant to the terms thereof; provided that the conditions precedent set forth in the Blackhawk Transaction Documents have been satisfied or waived in accordance with the terms thereof. Upon entry of the Confirmation Order by the Bankruptcy Court, all matters provided for under the Blackhawk APA and the other Blackhawk Transaction Documents will be deemed authorized and approved without any requirement of further act or action by the Debtors' shareholders or the Debtors' boards of directors. The Debtors are authorized to execute and deliver, and to consummate the transactions contemplated by, the Blackhawk Transaction Documents, as well as to execute, deliver, file, record and issue any notes, documents (including UCC financing statements), or agreements in connection therewith, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

On and after the Effective Date, the Combined Company may use, acquire, or dispose of property without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Neither Blackhawk, the Combined Company, nor any of their Affiliates shall be deemed, as a result of any action taken in connection with the Blackhawk Transaction Documents, the consummation of the Blackhawk Transaction and any other transaction contemplated by the Blackhawk Transaction Documents, or the transfer or operation of the Blackhawk Purchased Assets (1) to be a legal successor, or otherwise be deemed a successor to all or any of the Debtors; (2) to have, de facto or otherwise, merged with or into all or any of the Debtors; (3) to be an alter ego or a continuation of all or any of the Debtors; or (4) to have any responsibility for any obligations of all or

any of the Debtors based on any theory of successor or similar theories of liability, including, without limitation, pursuant to the Black Lung Act or the UMWA 1974 Pension Plan.

Without limiting the generality of the foregoing, except as otherwise expressly provided in the Blackhawk Transaction Documents, Blackhawk, the Combined Company and all of their Affiliates shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and neither Blackhawk, the Combined Company nor any of their affiliates shall have successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor, employment or benefits law, de facto merger or substantial continuity, whether known or unknown as of the closing, then existing or hereafter arising, whether fixed or contingent, asserted or unasserted, liquidated or unliquidated, with respect to the Debtors or their affiliates or any obligations of the Debtors or their affiliates arising prior to the closing, including, but not limited to, liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Blackhawk Purchased Assets prior to the closing.

The transactions contemplated by the Blackhawk Transaction Documents are undertaken by the Debtors and Blackhawk without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided therein to consummate the sale contemplated thereunder shall not affect the validity of such sale (including the assumption, assignment and/or transfer of any Executory Contract or Unexpired Lease), unless such authorization and consummation of such sale are duly stayed pending such appeal. Blackhawk is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code as applicable.

On the Effective Date, (1) the Combined Company, solely in accordance with its operating documents, is authorized to enter into each of the Combined Company Debt Facilities as well as any notes, documents or agreements delivered in connection therewith, including, without limitation, any documents required in connection with the creation or perfection of liens in connection therewith and an intercreditor agreement governing the respective priorities and rights among the Combined Company Debt Facilities; (2) upon the granting of such liens in accordance with the Combined Company Debt Documents and the consummation of the Combined Company Debt Facilities, the lenders under the Combined Company Debt Facilities, including the Prepetition ABL Secured Parties and the Prepetition LC Secured Parties to the extent lenders under the Combined Company Debt Facilities as contemplated by the Plan, shall have valid, binding and enforceable liens on the collateral specified in the documents and agreements governing the Combined Company Debt Facilities; and (3) upon the granting of such guarantees, mortgages, pledges liens and other security interests in accordance with the Combined Company Debt Documents and the consummation of the Combined Company Debt Facilities, the guarantees, mortgages, pledges, liens and other security interests granted to secure the obligations arising under the Combined Company Debt Facilities shall be granted in good faith as an inducement to the respective lenders under the Combined Company Debt Facilities to extend credit thereunder and shall be deemed not to constitute a fraudulent conveyance or fraudulent transfer, shall not otherwise be subject to avoidance, and the priorities of such liens and security interests shall be as set forth in the documents and agreements governing the Combined Company Debt Facilities, including any applicable intercreditor agreements.

Notwithstanding anything in the Plan to the contrary, the Blackhawk Transaction Documents are the only documents that govern the Blackhawk Transaction and, for the avoidance of doubt, the VCLF Transaction Documents shall have no effect on the Blackhawk Transaction, Blackhawk, or the Combined Company. A copy of the Blackhawk APA and a summary of the Blackhawk Transaction shall be Filed with the Plan Supplement.

For the avoidance of doubt, the Debtors may implement an Alternative Transaction (as defined in the Bidding Procedures Order) and implement the Payout Event as set forth herein and in the Bidding Procedures Order.

*C. Rights Offering*

The Rights Offering shall consist of a distribution of the Rights in respect of Combined Company First Lien Term Loans and Combined Company Second Lien Term Loans. The Rights Offering will be conducted in accordance with the Rights Offering Procedures and shall be open to Persons that are the Rights Offering Participants as of the Rights Offering Record Date.



Any participation in the Rights Offering shall be Pro Rata for each Holder of Allowed Prepetition LC Facility Claims or Allowed Prepetition Term Loan Facility Claims, as applicable, based on such Holder's face amount ownership of the Prepetition LC Facility Claims or Prepetition Term Loan Facility, as applicable, relative to the total face amount of the Prepetition LC Facility Claims or Prepetition Term Loan Facility, as applicable. The Rights shall be issued to Holders of Prepetition LC Facility Claims on a Pro Rata basis and to Holders of Prepetition Term Loan Facility Claims. For the avoidance of doubt, if the Rights are oversubscribed, Rights will be issued (1) first, to the Holders of Prepetition LC Facility Claims and (2) second, to Holders of Prepetition Term Loan Facility Claims, and any oversubscription within a Class shall be cut back Pro Rata within such Class.

To exercise Rights, a Rights Offering Participant must timely deliver a duly completed and executed Subscription Form and the other documents referenced therein and the Subscription Purchase Price (as calculated pursuant to the Subscription Form) by wire transfer or bank or cashier's check, as set forth in the Subscription Form, in accordance with the Rights Offering Procedures.

A Holder of Claims eligible to participate in the Rights Offering shall be deemed to have relinquished and waived all rights to participate in the Rights Offering to the extent the Subscription Agent for any reason does not receive from such Holder, on or before the Subscription Deadline, a duly completed and executed Subscription Form and the other documents referenced therein and the Subscription Purchase Price (as calculated pursuant to the Subscription Form) by wire transfer or bank or cashier's check, as set forth in the Subscription Form, with respect to such Holder's Rights. The funds contained in the Subscription Accounts shall be refunded to the Rights Offering Participants in accordance with the Rights Offering Procedures.

The Combined Company First Lien Term Loans and the Combined Company Second Lien Term Loans to be issued in connection with the Rights Offering are being issued without registration under the Securities Act or any other state or foreign securities law.

*D. VCLF Transaction*

Subject to the terms of the VCLF Transaction Documents, on the Effective Date, the Debtors shall consummate the VCLF Transaction and, among other things, the VCLF Purchased Assets shall be transferred to and vest in VCLF free and clear of all Liens, Claims, charges, or Encumbrances pursuant to sections 363 and 1123 of the Bankruptcy Code, the Confirmation Order, the VCLF APA and the other VCLF Transaction Documents. On the Effective Date, the Debtors shall consummate the transactions contemplated by the VCLF Transaction Documents pursuant to the terms thereof; provided that the conditions precedent set forth in the VCLF Transaction Documents have been satisfied or waived in accordance with the terms thereof. Upon entry of the Confirmation Order by the Bankruptcy Court, all matters provided for under the VCLF APA and the other VCLF Transaction Documents will be deemed authorized and approved without any requirement of further act or action by the Debtors' shareholders or the Debtors' boards of directors. The Debtors are authorized to execute and deliver, and to consummate the transactions contemplated by the VCLF Transaction Documents, as well as to execute, deliver, file, record and issue any notes, documents (including UCC financing statements), or agreements in connection therewith, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

The transactions contemplated by the VCLF Transaction Documents are undertaken by the Debtors and VCLF without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided therein to consummate the sale contemplated thereunder shall not affect the validity of such sale (including the assumption, assignment and/or transfer of any Executory Contract or Unexpired Lease), unless such authorization and consummation of such sale are duly stayed pending such appeal. VCLF is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code as applicable.

*E. General Settlement of Claims*

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the

provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies resolved pursuant to the Plan.

*F. Listing of Securities*

None of the securities issued in connection with the Blackhawk Transaction (including the Combined Company Warrants and the Class B Units that may be purchased in accordance therewith) will be listed on a national securities exchange and the Combined Company will not be a reporting company under the Securities Exchange Act upon the Effective Date.

The offering, issuance, and distribution of any securities in connection with the VCLF Transaction shall be exempt from, among other things, the registration and prospectus delivery requirements of section 5 of the Securities Act and any other applicable state or federal law requiring registration and/or prospectus delivery prior to the offering, issuance, distribution, or sale of securities to the fullest extent permitted by law pursuant to section 1145 of the Bankruptcy Code. In addition, under section 1145 of the Bankruptcy Code, any securities issued in connection with the VCLF Transaction and any and all agreements associated therewith, shall be subject to: (1) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act; (2) compliance with any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments; (3) the restrictions, if any, on the transferability of such securities and instruments, including those set forth in the VCLF Transaction Documents; and (4) applicable regulatory approval, if any.

*G. Release of Liens*

Except as otherwise provided herein or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, the Blackhawk APA, the VCLF APA, as applicable, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, and compromised.

Except as otherwise provided in the Blackhawk APA, on the Effective Date all Blackhawk Purchased Assets shall be transferred to the Combined Company free and clear of all Claims, Liens, Encumbrances or Interests pursuant to Sections 363, 365, 1123 and the other applicable sections of the Bankruptcy Code.

Except as otherwise provided in the VCLF APA, on the Effective Date all VCLF Purchased Assets shall be transferred to VCLF free and clear of all Claims, Liens, Encumbrances or Interests pursuant to Sections 363, 365, 1123 and the other applicable sections of the Bankruptcy Code.

*H. Cancellation of Securities and Agreements*

On the Effective Date, except as otherwise specifically provided for in the Plan: (1) the obligations of the Debtors under the Prepetition Notes Documents, and any other certificate, share, note, bond, indenture, purchase right, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest, equity or profits interest in the Debtors or any warrants, options or other securities exercisable or exchangeable for, or convertible into, debt, equity, ownership or profits interests in the Debtors giving rise to any Claim or Interest, shall be cancelled as to the Debtors, and the Liquidating Trust shall not have any continuing obligations thereunder; (2) the obligations of the Debtors under the DIP Facility, the Prepetition ABL Facility, the Prepetition LC Facility, the Prepetition Notes Documents and the Prepetition Term Loan Facility shall be fully released, settled, and compromised as to the Debtors, and the Liquidating Trust shall not have any continuing obligations thereunder (and the commitments and obligations (if any) of any of the Prepetition ABL Secured Parties, the Prepetition LC Secured Parties, and/or any of Prepetition Term Secured Parties to extend any further or future credit or financial accommodations to any of the Debtors, any of their respective subsidiaries or any of their respective successors or assigns under the Prepetition ABL Financing Documents or the Prepetition LC/Term Loan Financing Documents, as applicable, shall fully terminate and be of no further force or effect); and (3) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation,

bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indentures, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be fully released, settled, and compromised; provided that notwithstanding Confirmation or the occurrence of the Effective Date, any such indenture or agreement that governs the rights of the Holder of a Claim or Interest shall continue in effect solely for purposes of allowing such Holders to receive distributions under the Plan as provided herein. None of the terms and conditions hereof, Confirmation or the occurrence of the Effective Date shall (a) constitute a release, waiver, discharge or other modification of any obligations under any of the Intercreditor Agreements owed by any Prepetition Secured Party to any other Prepetition Secured Party pursuant to the terms thereof or (b) prejudice the relative rights, remedies, powers and privileges of any of the Prepetition Secured Parties pursuant to any of the Intercreditor Agreements, including, without limitation, any such rights to enforce the terms and conditions of any Intercreditor Agreement that a Prepetition Secured Party is party to or bound by against any other Prepetition Secured Party party thereto or bound thereby, subject to the Prepetition LC/Term Loan Agent Expenses Priority.

*I. Restructuring Transactions*

On the Effective Date or as soon as reasonably practicable thereafter, the Debtors, with the consent of the DIP Lenders, the Liquidating Trust, Blackhawk, VCLF, and the Combined Company, each as applicable, may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions under and in connection with the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, each as applicable.

*J. Corporate Action*

Upon the Effective Date, all actions contemplated by the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable, shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers or officers of the Debtors, or the Liquidating Trust, or any other Entity or Person, including: (1) execution of, entry into and performance under the Blackhawk Transaction Documents; (2) execution of, entry into and performance under the VCLF Transaction Documents; (3) adoption or assumption, as applicable, and assignment to the Combined Company, VCLF, or the Liquidating Trust, as applicable, of Executory Contracts and Unexpired Leases; (4) selection of the managers and officers for the Combined Company; (5) the issuance and distribution of the Combined Company Warrants as provided herein; and (6) all other acts or actions contemplated, or reasonably necessary or appropriate to promptly consummate the transactions contemplated by, the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable, and each of the foregoing documents or agreements (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or the Liquidating Trust Agreement involving the company structure of the Debtors, the Combined Company, or VCLF, as applicable, and any company action required by the Debtors, the Liquidating Trust, Blackhawk, or VCLF in connection therewith, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, authorized persons or officers of the Debtors, Blackhawk, or VCLF, as applicable.

On or (as applicable) prior to the Effective Date, the appropriate officers, managers or authorized persons of the Debtors or the Liquidating Trust (including, any vice-president, president, chief executive officer, treasurer or chief financial officer thereof), as applicable, shall be authorized and directed to issue, execute and deliver the agreements, documents, securities, certificates of incorporation, certificates of formation, bylaws, operating agreements, and instruments contemplated by the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable, (or necessary or desirable to effect the transactions contemplated by the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable) in the name of and on behalf of the Debtors or the Liquidating Trust, as applicable, including any and all agreements, documents, securities and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.J shall be effective notwithstanding any requirements under non-bankruptcy law.

*K. Effectuating Documents; Further Transactions*

On and after the Effective Date, the Liquidating Trust and the managers, officers, authorized persons and members of the board of managers thereof, or the Liquidating Trustee, as applicable, are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, the Liquidating Trust Agreement, as applicable, and the securities issued pursuant to the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable.

*L. Exemption from Certain Taxes and Fees*

Pursuant to section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer of property, pursuant to or in connection with this Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate federal, state or local (domestic or foreign) governmental officials or agents to forgo the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents evidencing such action or event without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (1) the Blackhawk Transaction; (2) the VCLF Transaction; (3) the creation of any mortgage, deed of trust, Lien or other security interest; (4) the making or assignment of any lease or sublease; (5) any Restructuring Transaction; (6) the issuance, distribution and/or sale of any of the Combined Company Warrants and any other securities of the Debtors or the Combined Company; or (7) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents, including: (a) any merger agreements; (b) agreements of consolidation, restructuring, disposition, liquidation, or dissolution; (c) deeds; (d) bills of sale; or (e) assignments executed in connection with any Restructuring Transaction occurring under the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents.

*M. D&O Liability Insurance Policies*

Notwithstanding anything herein to the contrary, as of the Effective Date, all of the D&O Liability Insurance Policies shall be either assumed by the Liquidating Trust pursuant to section 365(a) of the Bankruptcy Code or assumed as set forth in the Description of the Transaction Steps, as applicable. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained herein, Confirmation of the Plan shall not discharge, impair, or otherwise modify any obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such obligation shall be deemed and treated as an Executory Contract that has been assumed by the Liquidating Trust under the Plan as to which no Proof of Claim need be Filed or treated as set forth the Description of the Transaction Steps, as applicable.

*N. Indemnification Provisions*

Notwithstanding anything herein to the contrary or pursuant to the termination, dissolution, or wind down of any or all of the Debtors, the Debtors (if necessary to continue all Indemnification Provisions in full force), as of the Effective Date, shall be deemed to have assumed all Indemnification Provisions and assigned such provisions to the Liquidating Trust as though such Indemnification Provisions were to have full force and effect; provided that the assumption by the Debtors of the Indemnification Provisions and the assignment thereof to the Liquidating Trust shall not be deemed to be an assumption or assignment of the contract, agreement, resolution, instrument or document in which such Indemnification Provisions are contained, memorialized, agreed to, embodied or created (or any of the other terms or provisions thereof) unless, and only to the extent that, such contract, agreement, resolution, instrument or document is a Blackhawk Purchased Asset. All Indemnification Provisions in place on and prior to the Effective Date for current and former officers, directors, managers and employees of the Debtors and their

subsidiaries and such current and former officers', directors', managers', and employees' respective Affiliates shall survive the Effective Date for all Claims related to or in connection with, without limitation, any actions, omissions or transactions occurring prior to the Effective Date; provided that notwithstanding anything herein to the contrary, the Debtors shall not indemnify or assume any Indemnification Provision as to any of the Non-Released Parties for any matter; provided further that, for the avoidance of doubt, in no circumstance shall the Debtors indemnify or assume any indemnification obligation with respect to Peabody or Arch. For the avoidance of doubt, nothing herein shall limit the rights of Blackhawk or the Combined Company against, or the obligations of, any Person or Entity that is a party to any Blackhawk Transaction Documents or any other contract with Blackhawk or the Combined Company, including any contract that is a Blackhawk Purchased Asset.

*O. Preservation of Rights of Action*

In accordance with section 1123(b) of the Bankruptcy Code, and except where such Causes of Action have been expressly released, sold or otherwise transferred (including, for the avoidance of doubt, pursuant to Blackhawk Transaction Documents, the VCLF Transaction Documents, and the DIP Orders), the Liquidating Trust shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, and the Liquidating Trustee's rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Liquidating Trustee may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Liquidating Trust. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors, Blackhawk, VCLF, or the Liquidating Trustee, as applicable, will not pursue any and all available Causes of Action against them. Except with respect to Causes of Action as to which the Debtors have released, sold or otherwise transferred to, any Person or Entity on or prior to the Effective Date (pursuant to the Debtor Release, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or otherwise), the Debtors or the Liquidating Trustee, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, sold or otherwise transferred, compromised, or settled in the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or a Bankruptcy Court order, the Liquidating Trustee expressly reserves all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

*P. Wind Down and Dissolution of the Debtors*

On and after the Effective Date, the Wind Down and dissolution of the Debtors shall occur pursuant to the Liquidating Trust Agreement and/or the Description of the Transaction Steps, as applicable, any other provision of the Plan, and any applicable orders of the Bankruptcy Court.

*Q. Liquidating Trust*

If the VCLF Transaction is not consummated, on the Effective Date, the Liquidating Trust will be formed to purchase the Liquidating Trust Assets and implement the Wind Down. The Liquidating Trust will be established for the primary purpose of purchasing and subsequently liquidating the Liquidating Trust Assets and winding down the Debtors' Estates, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidating Trust. Upon the transfer of the Liquidating Trust Assets as more fully set forth in the Liquidating Trust Agreement, the Debtors will have no reversionary or further interest in or with respect to the Liquidating Trust Assets. For all federal income tax purposes, the beneficiaries of the Liquidating Trust will be treated as grantors and owners thereof and it is intended that the Liquidating Trust be classified as a liquidating trust under Section 301.7701-4 of the Treasury Regulations. Accordingly, for federal income tax purposes, it is intended that the beneficiaries of the Liquidating Trust be treated as if they had received an interest in the Liquidating Trust's assets and then contributed such interests to the Liquidating Trust. The Liquidating Trust will, in an expeditious but orderly manner, liquidate and convert to Cash the Liquidating Trusts Assets, make timely distributions to the beneficiaries of the Liquidating Trust pursuant to the Plan and the Confirmation Order, and not unduly prolong its duration. The Liquidating Trust will not be deemed a

successor in interest to the Debtors. Upon the termination of the Liquidating Trust, any excess funds shall be paid to Holders of Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims on a Pro Rata basis (based upon such Holder's face amount Allowed Claim relative to the total face amount of all Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims) as set forth in the Liquidating Trust Agreement.

*R. Liquidating Trustee*

Prior to the commencement of the Confirmation Hearing, the Liquidating Trustee shall be identified by the Debtors, after consultation with the Consultation Parties. If the VCLF Transaction is not consummated, the Liquidating Trustee shall purchase the Liquidating Trust Assets and conduct the Wind Down and shall succeed to such powers as would have been applicable to the Debtors' officers, directors, and shareholders, and the Debtors shall be authorized to be (and, upon the conclusion of the Wind Down, shall be) dissolved by the Liquidating Trustee, all in accordance with the Liquidating Trust Agreement. All property of the Estates not distributed to the Holders of Claims or Interests on the Effective Date, or transferred pursuant to the Blackhawk Transaction Documents, shall be transferred to the Liquidating Trust and managed and distributed by the Liquidating Trustee pursuant to the terms of the Liquidating Trust Agreement and shall be held in the name of the Debtors free and clear of all Claims and Interests except for rights to such distributions provided to Holders of Allowed Claims and Allowed Interests as provided in the Plan. As soon as possible after the Effective Date, the Liquidating Trust shall make a good faith valuation of assets of the Liquidating Trust, and such valuation shall be used consistently by all parties for all federal income tax purposes. Any and all reasonable and documented costs and expenses incurred by the Liquidating Trustee in connection with the Wind Down shall be paid from the funds of the Liquidating Trust, subject to the terms and conditions of the Liquidating Trust Agreement. The Liquidating Trustee shall only file tax returns for Debtors in jurisdictions where such Debtor previously filed tax returns, unless the Liquidating Trustee determines that a tax return is required to be filed due to a change in law, fact, or circumstance on or after the Effective Date. Following the Effective Date and in the event of the resignation or removal, liquidation, dissolution, death, or incapacity of the Liquidating Trustee, the Liquidating Trust Agreement shall provide for the appointment of the successor Liquidating Trustee and, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of the predecessor Liquidating Trustee.

The Person chosen to be the successor Liquidating Trustee shall have such qualifications and experience to enable the Liquidating Trustee to perform his or her obligations under the Plan and under the Liquidating Trust Agreement. The Liquidating Trustee shall be compensated and reimbursed for reasonable costs and expenses as set forth in, and in accordance with, the Liquidating Trust Agreement.

*S. Notice of Implementation of VCLF Transaction or Liquidating Trust*

Prior to, on, or after the Effective Date, the Debtors will file a notice with the Bankruptcy Court indicating whether the Plan shall implement the VCLF Transaction (or a higher or better transaction) or the Liquidating Trust.

**ARTICLE V.  
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

*A. Assumption and Assignment of Executory Contracts and Unexpired Leases*

On the Effective Date, the Debtors shall assume and assign the Assumed Contracts and Assumed Leases (each as defined in the Blackhawk APA) to the Combined Company. In addition, on the Effective Date, the Debtors shall assume such Executory Contracts to be assumed and assigned to VCLF or the Liquidating Trust, as applicable.

The Plan Supplement shall contain the Schedule of Assumed Executory Contracts and Unexpired Leases. The Debtors may, at any time on or prior to the Effective Date, amend the Schedule of Assumed Executory Contracts and Unexpired Leases in compliance with and in the manner set forth in the Blackhawk Transaction Documents, the VCLF Transaction Documents, or the Liquidating Trust Agreement, as applicable. Notwithstanding anything to the contrary in the Plan, unless otherwise approved in writing in advance by Blackhawk or VCLF, as applicable, the Debtors shall not assume and assign to the Combined Company or VCLF any employment

agreement and employee benefit plan except for those employment agreements and employee benefit plans specifically set forth in the Blackhawk Transaction Documents or the VCLF Transaction Documents and, with respect to such employment agreements, only if the employee counterparty thereto executes and delivers to the Debtors and the Combined Company of VCLF, as applicable, an amendment, consent and acknowledgment agreement described in the Blackhawk Transaction Documents in form and substance acceptable to Blackhawk or VCLF, as applicable.

The Confirmation Order shall constitute an order of the Bankruptcy Court under sections 365 and 1123(b) of the Bankruptcy Code approving the assumptions and assignments or rejections described above as of the Effective Date. Unless otherwise indicated, all assumptions and assignments or rejections of Executory Contracts and Unexpired Leases in the Plan will be effective as of the Effective Date. Each Executory Contract and Unexpired Lease assumed and assigned pursuant to the Plan or by Bankruptcy Court order, shall vest in and be fully enforceable by the applicable assignee in accordance with its terms, except as such terms may have been modified by order of the Bankruptcy Court.

Notwithstanding the foregoing paragraph or anything contrary herein, but subject to the terms of the Blackhawk Transaction Documents or the VCLF Transaction Documents, as applicable, the Debtors, Blackhawk, and VCLF reserve their respective rights to alter, amend, modify or supplement the Executory Contracts and Unexpired Leases identified in the Plan Supplement prior to the Confirmation Date.

To the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned (as applicable) pursuant to this Plan (including, without limitation, any “change of control” provision) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, or is modified, breached or terminated, or deemed modified, breached or terminated by, (1) the commencement of these Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (2) any Debtor’s assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease, or (3) the Confirmation or consummation of this Plan, then such provision shall be deemed modified such that the transactions contemplated by this Plan shall not entitle the non-debtor party thereto to modify or terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease shall be deemed satisfied by the Confirmation of the Plan.

For the avoidance of doubt, any Executory Contract or Unexpired Lease not expressly assumed or assumed and assigned pursuant to this Plan (including the Plan Supplement) shall be deemed rejected as of the Effective Date.

*B. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases*

Any Executory Contracts or Unexpired Leases to be assumed and assigned pursuant to the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents that are, or may be, alleged to be in default, shall be satisfied solely by payment of the Cure Cost or by an agreed-upon waiver of the Cure Cost on the Effective Date or as soon as reasonably practicable thereafter or on such other terms as the Combined Company or VCLF, as applicable, and the counterparties to each such Executory Contract or Unexpired Lease may otherwise agree.

The Debtors caused notices of proposed assumptions and assignments to the Combined Company and proposed Cure Costs and for procedures for objecting thereto and resolution of disputes by the Bankruptcy Court to be served on applicable counterparties. The Debtors will cause notices of proposed assumptions assignments to VCLF and proposed Cure Costs and for procedures thereto and resolution of disputes by the Bankruptcy Court to be served on applicable counterparties. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related Cure Cost must be filed, served and actually received by the Debtors by the Confirmation Objection Deadline. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assumption or Cure Cost will be deemed to have assented to such matters.

In the event of a dispute regarding: (1) the amount of any Cure Cost; (2) the ability of the Combined Company or VCLF to provide “adequate assurance of future performance” within the meaning of section 365(b) of

the Bankruptcy Code, if applicable, under the Executory Contract or the Unexpired Lease to be assumed; or (3) any other matter pertaining to assumption and/or assignment, then such Cure Costs shall be paid following the entry of a Final Order resolving the dispute and approving the assumption and assignment of such Executory Contracts or Unexpired Leases or as may be agreed upon the Debtors, the Combined Company, or VCLF, as applicable, and the counterparty to such Executory Contract or Unexpired Lease; provided that the party who is liable for such cure cost shall have the authority to settle any dispute regarding the amount of any Cure Cost without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

Subject to any cure claims Filed with respect thereto, assumption or assumption and assignment of any Executory Contract or Unexpired Lease pursuant to this Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption or assumption and assignment, in each case as provided in section 365 of the Bankruptcy Code. Any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned by Final Order shall be deemed disallowed and expunged (subject to any cure claims Filed with respect thereto), without further notice to or action, order, or approval of the Bankruptcy Court.

*C. Claims Based on Rejection of Executory Contracts and Unexpired Leases*

Unless otherwise provided by an order of the Bankruptcy Court, any Proofs of Claim based on the rejection of the Debtors' Executory Contracts or Unexpired Leases pursuant to the Plan or otherwise, must be Filed with the Notice and Claims Agent no later than thirty days after the effective date of rejection of such Executory Contract or Unexpired Lease.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Estates, the Combined Company, VCLF, or their property, without the need for any objection by the Debtors or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.F hereof. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III.B hereof.

Any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to, action, order, or approval of the Bankruptcy Court.

*D. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases*

Rejection or repudiation of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors under such contracts or leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Combined Company and VCLF each expressly reserves and does not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased, or services previously received, by the contracting Debtors, the Combined Company, or VCLF, as applicable, from counterparties to rejected or repudiated Executory Contracts or Unexpired Leases.

*E. Modifications, Amendments, Supplements, Restatements, or Other Agreements*

Unless otherwise provided in the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the



foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents. Nothing in the immediately preceding sentence shall be deemed to limit, supersede or change the provisions set forth in Article V.G.

*F. Insurance Policies*

Except with respect to those insurance policies and any agreements, documents or instruments relating thereto that are listed on the Schedule of Assumed Executory Contracts and Unexpired Leases or acquired by Blackhawk pursuant to the Blackhawk APA or VCLF pursuant to the VCLF APA, all of the Debtors' insurance policies and any agreements, documents or instruments relating thereto shall be treated as Executory Contracts of the applicable Debtor under the Plan and the Bankruptcy Code and shall be assumed by the applicable Debtor and assigned to the Liquidating Trust in accordance with the terms of the Liquidating Trust Agreement and the Plan. For the avoidance of doubt, any insurance policies, the rights to the proceeds with respect to which are acquired by Blackhawk pursuant to the Blackhawk APA, shall be subject in all respects to section 2.01(l) of the Blackhawk APA. For the avoidance of doubt, any insurance policies, the rights to the proceeds with respect to which are acquired by VCLF pursuant to the VCLF APA, shall be subject in all respects to section 2.01(l) of the VCLF APA.

*G. Compensation and Benefit Programs*

All employment and severance policies, and all compensation and benefit plans, policies and programs of the Debtors applicable to their respective employees, retirees and directors, including, without limitation, all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life, accidental death and dismemberment insurance plans are treated as Executory Contracts under the Plan and on the Effective Date will be listed on the Schedule of Assumed Executory Contracts and Unexpired Leases and will be rejected unless any of the foregoing is a Blackhawk Purchased Asset or a VCLF Purchased Asset, as applicable, in accordance with the Blackhawk Transaction Documents or the VCLF Transaction Documents, as applicable, in which case the same shall be assumed and assigned to Combined Company or VCLF, as applicable, pursuant to the terms of the Plan and Blackhawk Transaction Documents or VCLF Transaction Documents, as applicable.

*H. Reservation of Rights*

Neither the exclusion nor inclusion of any contract or lease in the Plan Supplement, nor anything contained in the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Combined Company or VCLF, as applicable, has any liability thereunder. In the event of a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors, the Combined Company, or VCLF, as applicable, shall have ninety days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease as otherwise provided herein.

*I. Nonoccurrence of Effective Date*

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

**ARTICLE VI.  
PROVISIONS GOVERNING DISTRIBUTIONS**

*A. Timing and Calculation of Amounts to Be Distributed or Paid*

Except as otherwise provided in the Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions and payments that the Plan provides for Allowed Claims in the applicable Class from the Debtors or Liquidating Trustee, as applicable. In the event that any payment or act

under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII hereof. Except as otherwise provided herein, and other than with respect to Claims satisfied through the issuance of Combined Company Debt Facilities, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date. Notwithstanding anything to the contrary herein, but subject to the Intercreditor Agreements, no Holder of an Allowed Claim shall, on account of such Allowed Claim, receive a distribution in excess of the Allowed amount of such Claim plus any postpetition interest on such Claim payable in accordance with the Plan. For the avoidance of doubt, nothing herein shall modify the treatment of Claims and Interests set forth in Article III.B of the Plan.

*B. Undrawn LC Facility Claims Reserve*

Amounts to be paid with respect to, or on account of, the Prepetition LC Facility Distribution shall be subject to the Undrawn LC Facility Claims Reserve as set forth herein. A portion of the Prepetition LC Facility Distribution (but excluding the Prepetition LC Facility Rights) shall be held in reserve (the “*Undrawn LC Facility Claims Reserve*”) together with all earnings thereon, if any (net of any expenses relating thereto, such expenses including any taxes imposed thereon or otherwise payable by the reserve), to be distributed on the Prepetition LC Facility Final Distribution Date, as required by this Plan. The Undrawn LC Facility Claims Reserve Agent shall hold in the Undrawn LC Facility Claims Reserve all dividends, payments, and other distributions made on account of, as well as any obligations arising from, the property held in the Undrawn LC Facility Claims Reserve, to the extent that such property continues to be so held at the time such distributions are made or such obligations arise.

The Undrawn LC Facility Claims Reserve Agent shall reserve the Pro Rata share (based upon the total amount of Undrawn LC Facility Claims as of the Effective Date relative to the total amount of Prepetition LC Facility Claims) of the Prepetition LC Facility Distribution (but excluding the Prepetition LC Facility Rights) for potential distribution on account of the Undrawn LC Facility Claims. After all Undrawn LC Facility Claims have become either Allowed Claims or disallowed Claims, the Undrawn LC Facility Claims Reserve Agent shall effect a final distribution to all Holders of Allowed Undrawn LC Facility Claims. The Undrawn LC Facility Claims Reserve shall be closed and extinguished by the Undrawn LC Facility Claims Reserve Agent when all distributions required to be made hereunder shall have been made in accordance with the terms of this Plan. Upon closure of the Undrawn LC Facility Claims Reserve, the Undrawn LC Facility Claims Reserve Agent shall distribute to the Holders of Allowed Prepetition LC Facility Claims (including, without limitation, Allowed Undrawn LC Facility Claims) each Holder’s Pro Rata share (based upon the face amount of such Holder’s Allowed Prepetition LC Facility Claim relative to the total face amount of all Allowed Prepetition LC Facility Claims) of the remaining amount, if any, of the Prepetition LC Facility Distribution held in the Undrawn LC Facility Claims Reserve.

*C. Distributions and Payments Generally*

All distributions and payments under the Plan that are to be made on the Effective Date, if any, shall be made by the Debtors, or to the extent applicable, by the Combined Company or the respective administrative agent in respect of any Combined Company Debt Facilities issued in satisfaction of any Claims. Distributions and payments made after the Effective Date shall be made by the Liquidating Trustee in accordance with the Liquidating Trust Agreement.

*D. Distributions and Payments of the Purchase Price Paid Pursuant to the Blackhawk APA*

Notwithstanding anything to the contrary contained herein, the Purchase Price (as such term is defined in the Blackhawk Transaction Documents) shall be used solely to make distributions and payments under the Plan, whether or not such distributions and payments are made on the Effective Date or thereafter; provided, that, for the avoidance of doubt, the Purchase Price (as such term is defined in the Blackhawk Transaction Documents) shall be payable on the closing date of the transactions contemplated by the Blackhawk Transaction Documents.

*E. Undeliverable Distributions and Unclaimed Property*

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; provided, that, such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six months from the Effective Date. After such date, all unclaimed property or interests in property shall be cancelled or be transferred in accordance with the Description of the Transaction Steps, as applicable, automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or interest in property shall be discharged and forever barred. For the avoidance of doubt, unclaimed property or interests associated with the Blackhawk Transaction shall be canceled.

**ARTICLE VII.  
PROCEDURES FOR RESOLVING CONTINGENT,  
UNLIQUIDATED, AND DISPUTED CLAIMS**

*A. Resolution of Disputed Claims*

1. Allowance of Claims

On or after the Effective Date, the Liquidating Trustee, the Combined Company, or VCLF, as applicable, shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed as of the Effective Date. Except as expressly provided in the Plan, in the Blackhawk Transaction Documents, the VCLF Transaction Documents, or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including the Confirmation Order or the DIP Orders, in the Chapter 11 Cases allowing such Claim.

2. Prosecution of Objections to Claims

The Debtors prior to and on the Effective Date or the Liquidating Trustee after the Effective Date shall have the exclusive authority to File objections to Claims, settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether such Claims are in a Class or otherwise. From and after the Effective Date, the Liquidating Trustee may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. From and after the Effective Date, the Liquidating Trustee shall have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

3. Claims Estimation

Prior to and on the Effective Date, the Debtors, and after the Effective Date, the Liquidating Trustee may, at any time, request that the Bankruptcy Court estimate (1) any Disputed Claim pursuant to applicable law and (2) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, regardless of whether the Debtors or the Liquidating Trustee have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim, contingent Claim or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any Disputed Claim, contingent Claim or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim for all purposes under the Plan, including for purposes of distributions, and the Debtors or the Liquidating Trustee may elect to

pursue additional objections to the ultimate distribution on such Claim. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or the Liquidating Trustee may elect to pursue any supplemental proceedings to object to any ultimate distribution on account of such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before twenty-one days after the date on which such Claim is estimated. All of the aforementioned Claims and objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

4. Disputed Claims Reserve

On or prior to the Effective Date, the Disbursing Agent shall be authorized, but not directed, to establish one or more Disputed Claims Reserves, which Disputed Claims Reserve shall be administered by the Disbursing Agent. The Disbursing Agent may, in its sole discretion, hold Cash in the Disputed Claims Reserve in trust for the benefit of the Holders of Claims ultimately determined to be Allowed after the Effective Date. The Disbursing Agent shall distribute such amounts (net of any expenses, including any taxes relating thereto), as provided herein, as such Disputed Claims are resolved by a Final Order or agreed to by settlement, and such amounts will be distributable on account of such Disputed Claims as such amounts would have been distributable had such Disputed Claims been Allowed Claims as of the Effective Date.

When all Disputed Claims are resolved and either become Allowed or are disallowed by Final Order, to the extent Cash remains in the Disputed Claims Reserve after all Holders of Disputed Claims that have become Allowed and have been paid the full amount they are entitled to pursuant to the treatment set forth for the appropriate Class under the Plan, then such excess Cash shall be distributed (a) if the Payout Event occurs, as part of the Payout Event Cash Pool in accordance with Article III hereof or (b) if the Payout Event does not occur, to the Holders of Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims on a Pro Rata basis (based upon such Holder's face amount Allowed Claim relative to the total face amount of all Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims). For the avoidance of doubt, the Disputed Claims Reserve may be funded with Cash or such other consideration the Debtors determine is appropriate after consultation with the Consultation Parties to address disputes regarding the nature, extent, and value of certain assets the Committee submits to be unencumbered assets.

5. Expungement or Adjustment to Claims Without Objection

Any Claim that has been paid, satisfied or superseded may be expunged on the Claims Register by the Debtors or the Liquidating Trustee and any Claim that has been amended may be adjusted thereon by the Debtors or the Liquidating Trustee in both cases without a Claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

6. Deadline to File Objections to Claims

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.

*B. Disallowance of Claims*

All Claims of any Entity from which property is sought by the Debtors or the Liquidating Trustee under section 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Liquidating Trustee allege is a transferee of a transfer that is avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if (1) the Entity, on the one hand, and the Debtors or the Liquidating Trustee on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turnover any property or monies under any of the aforementioned sections of the Bankruptcy Code and (2) such Entity or transferee has failed to turnover such property by the date set forth in such agreement or Final Order.

Notwithstanding anything to the contrary herein, the Debtors or the Liquidating Trustee, as applicable, shall not allow, disallow, estimate, dispute, prosecute an objection or take any other action with respect to a Claim that is an Assumed Liability, unless expressly provided for in the Blackhawk APA or otherwise consented to by Blackhawk.

**EXCEPT AS OTHERWISE AGREED BY THE DEBTORS ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER OF THE BANKRUPTCY COURT.**

*C. Amendments to Claims*

On or after the Effective Date, except as provided in Article II.A hereof, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Liquidating Trustee and any such new or amended Claim Filed shall be deemed disallowed and expunged without any further notice to or action, order or approval of the Bankruptcy Court.

**ARTICLE VIII.  
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

*A. Discharge of Claims and Termination of Interests*

To the maximum extent provided by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in this Plan or in any contract, instrument, or other agreement or document created pursuant to this Plan, the distributions, rights, and treatment that are provided in this Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim or Proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtors or Affiliates with respect to any Claim or Interest that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests, and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Liquidating Trustee may compromise and settle Claims against the Debtors and their Estates and Causes of Action against other Entities (other than such Claims or Causes of Action that are Purchased Assets).

*B. Release of Liens*

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged.

*C. Debtor Release*

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, or in any contract, instrument, or other agreement or document created pursuant to this Plan, for good and valuable consideration, on and after the Effective Date, the Debtors and their Estates shall release each Released Party, and each Released Party shall be deemed released and discharged by the Debtors and their Estates, from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any claim or interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the DIP Facility, the Blackhawk Transaction, the Prepetition Facilities, the subject matter of, or the transactions or events giving rise to, any claim or interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents or related agreements, instruments or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, bad faith, or gross negligence, each solely to the extent determined by a Final Order. Notwithstanding anything to the contrary in the foregoing, the Debtor Release shall not release any obligations of any Released Party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors or their Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release.

*D. Third Party Release*

As of the Effective Date, except as otherwise provided in the Plan, including, without limitation, Article IV.H of the Plan, or in any contract, instrument or other agreement or document created pursuant to this Plan, the Releasing Parties shall release the Debtors, their Estates, and the Released Parties, and each of the Debtors, their Estates, and the Released Parties shall be deemed released, from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the DIP Facility, the Blackhawk Transaction, the Blackhawk Transaction Documents, the VCLF Transaction, the VCLF Transaction Documents, the Prepetition Facilities, the subject matter of, or the transactions or events giving rise to, any claim or interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation,

formulation, or preparation of the Restructuring Documents, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Debtor Releasee that constitutes willful misconduct, bad faith, or gross negligence. Notwithstanding anything to the contrary in the foregoing, the Third Party Release shall not release any obligations of any Released Party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third Party Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released by the Third Party Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any claim or cause of action released pursuant to the Third Party Release.

*E. Exculpation*

Except as otherwise specifically provided in the Plan, or in any contract, instrument, or other agreement or document created pursuant to this Plan, no Exculpated Party shall have or incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan, or consummating the Plan, the Disclosure Statement, the Blackhawk Transaction Documents, the VCLF Transaction Documents, the Restructuring Transactions, the DIP Facility, the Prepetition Facilities, the issuance, distribution, and/or sale of the Combined Company Warrants or any other security offered, issued, or distributed in connection with the Plan, the Chapter 11 Cases or any contract, instrument, release or other agreement, or document created or entered into in connection with the Plan or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors; *provided*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement; *provided, further*, that the foregoing Exculpation shall have no effect on the liability of any Entity that results from any such act or omission that is determined in a Final Order to have constituted gross negligence, bad faith, or willful misconduct.

*F. Injunction*

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan (including any obligations under the Prepetition Facilities, the Combined Company Warrants, and documents and instruments related thereto), or Confirmation Order, all Entities who have held, hold, or may hold claims, interests, or Liens that have been discharged pursuant to Article VIII.A, released pursuant to Article VIII.B, Article VIII.C, or Article VIII.D, or are subject to exculpation pursuant to Article VIII.E are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Liquidating Trust, the Combined Company, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has timely asserted such setoff right prior to the Effective Date in a document Filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law

**or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.**

*G. Protections Against Discriminatory Treatment*

To the maximum extent provided by section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, all Entities, including Governmental Units, shall not discriminate against the Debtors or the Combined Company, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Debtors, the Combined Company, or another Entity with whom the Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

*H. Setoffs*

Except as otherwise expressly provided for in the Plan or in any court order, each Debtor or the Combined Company (as applicable), pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may (but shall not be required to) set off against any Allowed Claim (other than the DIP Claims, Prepetition ABL Facility Claims, Prepetition LC Facility Claims, Prepetition Term Loan Claims, and Prepetition Notes Claims) and the distributions to be made pursuant to the Plan on account of such Allowed Claim (other than the DIP Claims, Prepetition ABL Facility Claims, Prepetition LC Facility Claims, Prepetition Term Loan Claims, and Prepetition Notes Claims) (before any distribution is made on account of such Allowed Claim), any claims, rights, and Causes of Action of any nature that such Debtor or the Combined Company (as applicable) may hold against the Holder of such Allowed Claim, to the extent such claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); provided, that, neither the failure to effect such a setoff nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Debtor or the Combined Company of any such claims, rights, and Causes of Action that such Debtor or the Combined Company may possess against such Holder. In no event shall any Holder of Claims be entitled to setoff any Claim against any claim, right, or Cause of Action of any of the Debtors or the Combined Company unless such Holder has timely Filed a Proof of Claim with the Bankruptcy Court preserving such setoff right, unless such Holder is otherwise not required to File a Proof of Claim pursuant to a Final Order.

*I. Recoupment*

In no event shall any Holder of a Claim be entitled to recoup any Claim against any claim, right, or Cause of Action of any of the Debtors or the Combined Company unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

*J. Document Retention*

On and after the Effective Date, the Debtors (or the Liquidating Trustee, as the case may be) shall maintain documents in accordance with the Blackhawk Transaction Documents and the VCLF Transaction Documents and otherwise may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Debtors (or the Liquidating Trust, as the case may be).

*K. Reimbursement or Contribution*

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of



the Bankruptcy Code, unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

**ARTICLE IX.  
CONDITIONS PRECEDENT TO CONFIRMATION  
AND CONSUMMATION OF THE PLAN**

*A. Conditions Precedent to the Effective Date*

It shall be a condition to Consummation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B hereof:

1. The Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably acceptable to the Debtors and the DIP Lenders, in consultation with the Consultation Parties, and satisfactory to Blackhawk in accordance with the Blackhawk APA, and such Confirmation Order shall have become a Final Order that has not been stayed or modified or vacated on appeal;

2. The Plan and Plan Supplement, including any amendments, modifications, or supplements thereto shall be in form and substance reasonably acceptable to the Debtors and the DIP Lenders, in consultation with the Consultation Parties, and satisfactory to Blackhawk in accordance with the Blackhawk APA;

3. The Blackhawk APA shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the consummation of the Blackhawk APA shall have been waived or satisfied in accordance with the terms thereof and the closing of the Blackhawk Transaction shall have occurred or shall occur concurrently with the Effective Date;

4. All governmental and material third party approvals and consents, including Bankruptcy Court approval, necessary in connection with the transactions contemplated by this Plan shall have been obtained, not be subject to unfulfilled conditions and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions; and

5. All documents and agreements necessary to implement this Plan and the Blackhawk Transaction, including the Combined Company Debt Documents and the Combined Company Warrant Agreement, shall have (a) been tendered for delivery and (b) been effected or executed by all Entities party thereto, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements.

*B. Conditions Precedent to Closing the VCLF Transaction*

It shall be a condition to closing of the VCLF Transaction that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B hereof:

1. The Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably acceptable to the Debtors and the DIP Lenders, in consultation with the Consultation Parties, and satisfactory to VCLF in accordance with the VCLF APA, and such Confirmation Order shall have become a Final Order that has not been stayed or modified or vacated on appeal;

2. The Plan and Plan Supplement, including any amendments, modifications, or supplements thereto shall be in form and substance reasonably acceptable to the Debtors and the DIP Lenders, in consultation with the Consultation Parties, and satisfactory to VCLF in accordance with the VCLF APA;

3. The VCLF APA shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the consummation of the VCLF APA shall have been waived or satisfied in

accordance with the terms thereof and the closing of the VCLF Transaction shall have occurred or shall occur concurrently with the Effective Date;

4. If the Debtors are seeking to implement the VCLF Transaction, the VCLF APA shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the consummation of the VCLF APA shall have been waived or satisfied in accordance with the terms thereof and the closing of the VCLF Transaction shall have occurred or shall occur concurrently with the Effective Date;

5. All governmental and material third-party approvals and consents, including Bankruptcy Court approval, necessary in connection with the transactions contemplated by this Plan shall have been obtained, not be subject to unfulfilled conditions and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions; and

6. All documents and agreements necessary to implement this Plan and the VCLF Transaction shall have (a) been tendered for delivery and (b) been effected or executed by all Entities party thereto, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements.

*C. Waiver of Conditions*

The conditions to Confirmation of the Plan and to the Effective Date of the Plan and the closing of the VCLF Transaction set forth in this Article IX may be waived only by consent of the Debtors, in consultation with the Consultation Parties, the DIP Lenders, Blackhawk (with respect to Article IX.A), and VCLF (with respect to Article IX.B).

*D. Effective Date*

The Effective Date shall be the first Business Day upon which all of the conditions specified in Article IX.A hereof have been satisfied or waived. "Substantial Consummation" of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

*E. Effect of Non-Occurrence of Conditions to the Effective Date*

If the Effective Date does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, the DIP Lenders, any Holders or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Entity in any respect.

**ARTICLE X.  
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

*A. Modification and Amendments*

Subject to the limitations contained herein, section 1127 of the Bankruptcy Code, and Bankruptcy Rule 3019, the Debtors reserve the right to modify, with the consent of the DIP Lenders and the Consultation Parties, the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not re-solicit votes on such modified Plan; provided that any material amendment or modifications to the form or substance of the Combined Company New ABL from the version filed as part of the Plan Supplement, and any amendment or modifications to this proviso, shall require the approval of the Prepetition ABL Agent to the extent the Prepetition New ABL Secured Parties are provided the treatment contemplated in Article III.B.4(c)(i)(B) or Article III.B.4(c)(ii)(B). Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors expressly reserve their rights to alter, amend, or modify materially the Plan with respect to the Debtors, one

or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article X hereof.

*B. Payout Event*

The Plan contemplates the possibility of obtaining higher or better distributions to all Classes receiving distributions under the Plan pursuant to the Payout Event. If the Payout Event occurs, the Debtors may file a modified Plan evidencing the Payout Event and shall not be required to make additional disclosures or re-solicit votes for such modified Plan pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

*C. Revocation or Withdrawal of the Plan*

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of the Debtors, the DIP Lenders, or any other Entity; or (c) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

**ARTICLE XI.  
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Chapter 11 Cases and all matters, arising out of, or related to, the Chapter 11 Cases and the Plan, including without limitation jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;
2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
3. resolve any matters related to: (a) the assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims related to the rejection of an Executory Contract or Unexpired Lease, Cure Costs pursuant to section 365 of the Bankruptcy Code, or any other matter related to such Executory Contract or Unexpired Lease; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed and assigned or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;
4. ensure that distributions to Holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan;

5. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
6. adjudicate, decide, or resolve any and all matters related to Causes of Action;
7. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;
8. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code, including the Confirmation Order and approval of, and the findings regarding, the Blackhawk Transaction and the VCLF Transaction;
9. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents;
10. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents;
11. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, compromises, releases, injunctions, exculpations, and other provisions contained in Article VIII hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
12. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
13. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;
14. adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated herein;
15. adjudicate any and all disputes arising from or relating to the Liquidating Trust;
16. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
17. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;
18. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;
19. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
20. hear and determine all disputes involving the existence, nature, or scope of the Debtors' release, including any dispute relating to any liability arising out of the termination of employment or the termination of any

employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;

21. enforce all orders previously entered by the Bankruptcy Court;
22. to resolve any disputes arising under, or enforce the terms and conditions of, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or Liquidating Trust Agreement, as applicable;
23. hear any other matter not inconsistent with the Bankruptcy Code, including, without limitation, any matters that may arise in connection with, or related to, the Blackhawk Transaction Documents or the VCLF Transaction Documents;
24. enter an order concluding or closing the Chapter 11 Cases; and
25. enforce the injunction, release, and exculpation provisions set forth in Article VIII hereof.

Notwithstanding anything in this Article XI to the contrary, any disputes arising under or in connection with the Combined Company Debt Documents, the Combined Company Warrant Agreement, or the Blackhawk LLC Agreement will be governed by the provisions contained in the applicable Combined Company Debt Documents, the Combined Company Warrant Agreement, or the Blackhawk LLC Agreement, as applicable.

## **ARTICLE XII. MISCELLANEOUS PROVISIONS**

### *A. Immediate Binding Effect*

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan, the Plan Supplement, and the Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Liquidating Trust, Blackhawk, and any and all Holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents, each Entity acquiring property under the Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

### *B. Additional Documents*

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents. The Debtors or the Liquidating Trust, as applicable, and all Holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents.

### *C. Payment of Statutory Fees*

All fees payable pursuant to section 1930(a) of the Judicial Code shall be paid by the Debtors (prior to or on the Effective Date) or the Liquidating Trust (after the Effective Date) for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

*D. Dissolution of the Committee*

On the Effective Date, the Committee shall dissolve automatically; provided, however, that, following the Effective Date, the Committee shall continue in existence and have standing and a right to be heard with respect to any of the following: (1) Claims and/or applications for allowance of Professional Fee Claims and requests for allowance of Administrative Claims including, but not limited to, filing Professional Fee Claims in accordance with Article II.B hereof; (2) any appeals of the Confirmation Order that remain pending as of the Effective Date and/or to which the Committee is a party; and (3) any adversary proceedings or contested matters pending as of the Effective Date to which the Committee is a party.

*E. Reservation of Rights*

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. Neither the Plan, any statement or provision contained in the Plan, nor any action taken or not taken by any Debtor with respect to the Plan, the Disclosure Statement, the Confirmation Order, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

*F. Successors and Assigns*

The rights, benefits, and obligations of any Entity named or referred to in the Plan or the Confirmation Order shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, manager, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

*G. Service of Documents*

Any pleading, notice, or other document required by the Plan to be served on or delivered to the Debtors or the Liquidating Trust shall be served on:

Patriot Coal Corporation  
63 Corporate Centre Drive  
Scott Depot, West Virginia 25560  
Attn: Joseph W. Bean

with copies to:

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, New York 10022  
Attn: Stephen E. Hessler, Esq. and Patrick Evans, Esq.

Kirkland & Ellis LLP  
300 North LaSalle  
Chicago, Illinois 60654  
Attn: Ross M. Kwasteniet, Esq. and Justin R. Bernbrock, Esq.

Kutak Rock LLP  
Bank of America Center  
1111 East Main Street, Suite 800  
Richmond, Virginia 23219-3500  
Attn: Michael A. Condyles, Esq

*H. Term of Injunctions or Stays*

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

*I. Entire Agreement*

Except as otherwise provided herein or therein, this Plan (including the Plan Supplement), the Blackhawk Transaction Documents, and the VCLF Transaction Documents supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan (including the Plan Supplement), the Blackhawk Transaction Documents, and the VCLF Transaction Documents.

*J. Nonseverability of Plan Provisions*

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (3) nonseverable and mutually dependent.

*K. Request for Court Hearing and Right to Be Heard*

Notwithstanding whether or not a matter requires the consultation of Blackhawk, the DIP Lenders, the Consultation Parties, or the Combined Company under this Plan, the Debtors, the DIP Lenders, the Consultation Parties, and the Combined Company shall have the right to request a hearing, and be heard as a party in interest under section 1109(b) of the Bankruptcy Code, before the Bankruptcy Court on any and all matters arising under or in connection with or related to this Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents.

*L. Powers of Combined Company*

From and after the Effective Date and continuing through the date of entry of a final decree closing these Chapter 11 Cases, the Combined Company shall possess the rights of a party in interest pursuant to section 1109(b) of the Bankruptcy Code for all matters arising in, arising under or related to these Chapter 11 Cases and, in connection therewith, shall (1) have the right to appear and be heard on matters brought before the Bankruptcy Court or other courts, (2) be entitled to notice and an opportunity for hearing on all such issues, (3) participate in all matters brought before the Bankruptcy Court, and (4) receive notice of all applications, motions, and other papers and pleadings filed in the Bankruptcy Court.

Respectfully submitted, as of the date first set forth above,

Patriot Coal Corporation. (for itself and all Debtors)

By: /s/ Ray Dombrowski  
Name: Ray Dombrowski  
Title: Chief Restructuring Officer



**EXHIBIT B**

Blackline of Plan to Initial Plan

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

In re:	)	Chapter 11
Patriot Coal Corporation, et al.,	)	Case No. 15-32450 (KLP)
Debtors.	)	(Jointly Administered)

DEBTORS' ~~THIRD~~ FOURTH AMENDED JOINT PLAN OF  
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

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*Counsel for the Debtors and Debtors in Possession*

Dated: ~~August 21,~~ September 18, 2015

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## INTRODUCTION

The Debtors propose this joint plan of reorganization for the resolution of the outstanding claims against, and interests in, the Debtors pursuant to chapter 11 of the Bankruptcy Code. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in Article I.A hereof or in section 101 of the Bankruptcy Code, as applicable. Holders of Claims and Interests may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, assets, results of operations, historical financial information, events during the Chapter 11 Cases, and certain financial projections, as well as a summary and description of the Plan and certain related matters. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ALL HOLDERS OF CLAIMS ARE ENCOURAGED TO READ THIS PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THIS PLAN.

## ARTICLE I. DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

### A. *Defined Terms*

As used in this Plan, capitalized terms have the meanings set forth below.

1. "1974 Pension Plan" means the multi-employer pension fund under the UMWA 1974 Pension Plan and Trust.
2. "2012-13 Restructuring" means the Debtors' prior chapter 11 cases, jointly administered under the caption styled *In re Patriot Coal Corp.*, No. 12-51502-659 (KAS) (Bankr. E.D. Mo.).
3. "2012-13 Chapter 11 Plan" means the Debtors' Fourth Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, confirmed pursuant to the Amended Order Confirming Debtors' Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, *In re Patriot Coal Corp.*, No. 12-51502-659 (KAS) (Bankr. E.D. Mo. Dec. 18, 2013) [[2012-13 Restructuring](#) Docket No. 5169].
4. "Administrative Claim" means a Claim for the costs and expenses of administration of the Estates pursuant to section 503(b) and 507(a)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) all fees and charges assessed against the Estates pursuant to chapter 123 of the Judicial Code, including but not limited to the U.S. Trustee Fees; and (c) Professional Fee Claims. For the avoidance of doubt, (x) a Claim asserting priority pursuant to section 503(b)(9) of the Bankruptcy Code is included in the definition of Administrative Claim and (y) in no instance shall an Intercompany Claim or a DIP Claim be an Administrative Claim.
5. "Administrative Claims Bar Date" means the deadline for filing requests for payment of Administrative Claims (other than Professional Fee Claims or any adequate protection claims arising under the DIP Orders) that arose after July 6, 2015, which deadline shall be the first Business Day that is thirty days following the Effective Date, except as specifically set forth in the Plan or a Final Order.
6. "Administrative Claims Objection Bar Date" means the deadline for filing objections to any Administrative Claim, which shall be the first Business Day that is thirty days following the Administrative Claims Bar Date.
7. "Affiliate" shall have the meaning set forth in section 101(2) of the Bankruptcy Code.
8. "Allowed" means with respect to Claims: (a) any Claim other than an Administrative Claim that is evidenced by a Proof of Claim which is or has been timely Filed by the applicable Claims Bar Date or that is not

required to be evidenced by a Filed Proof of Claim under the Bankruptcy Code, a Final Order or the DIP Orders; (b) any Claim that is listed in the Schedules as not contingent, not unliquidated, and not disputed, and for which no Proof of Claim has been timely Filed; or (c) any Claim allowed pursuant to (i) the Plan, (ii) any contract, instrument, indenture, or other agreement entered into or assumed in connection with the Plan, (iii) the DIP Orders, or (iv) a Final Order of the Bankruptcy Court; provided, that, with respect to any Claim described in clauses (a) and (b) above, such Claim shall be considered Allowed only if and to the extent that with respect to such Claim no objection to the allowance thereof has been interposed within the applicable period of time fixed by the Plan, the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, or such an objection is so interposed and the Claim shall have been Allowed for voting purposes only by a Final Order. Except as otherwise specified in the Plan or any Final Order, the amount of an Allowed Claim shall not include interest on such Claim from and after the Petition Date. For purposes of determining the amount of an Allowed Claim, there shall be deducted therefrom an amount equal to the amount of any Claim that the Debtors may hold against the Holder thereof, to the extent such Claim may be offset, recouped, or otherwise reduced under applicable law. Any Claim that has been or is hereafter listed in the Schedules as contingent, unliquidated, or disputed, and for which no Proof of Claim is or has been timely Filed by the applicable Claims Bar Date, is not considered Allowed and shall be expunged without further action by the Debtors and without further notice to any party or action, approval, or order of the Bankruptcy Court. Notwithstanding anything to the contrary herein, no Claim of any entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such entity pays in full the amount that it owes to the applicable Debtor.

9. ~~“Arch” means Arch Coal, Inc. and its subsidiaries.~~

10. ~~9-“Avoidance Actions” means any and all avoidance, recovery, subordination, or similar remedies that may be brought by or on behalf of the Debtors or the Estates, including causes of action or defenses arising under chapter 5 of the Bankruptcy Code or applicable non-bankruptcy law.~~

~~10. —“Backstop Allocation” means the commitment on behalf of the Rights Offering Backstop Parties to purchase the number of Rights Offering Loans and/or Rights Offering Units, as applicable, allocated to such Rights Offering Party as set forth opposite such party’s name in the Backstop Commitment Agreements.~~

~~11. —“Backstop Commitment Agreements” means, collectively, (i) the First Lien Backstop Commitment Agreement, by and among Blackhawk, the Debtors, and the First Lien Backstop Parties and (ii) the Second Lien Backstop Commitment Agreement, by and among Blackhawk, the Debtors, and the Second Lien Backstop Parties. The Backstop Commitment Agreements shall be Filed with the Plan Supplement.~~

11. ~~12-“Ballot” means the form distributed to holders of Impaired Claims entitled to vote on the Plan on which is to be indicated the acceptance or rejection of the Plan approved by the Bankruptcy Court.~~

12. ~~13-“Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532, as may be amended from time to time.~~

13. ~~14-“Bankruptcy Court” means the United States Bankruptcy Court for the Eastern District of Virginia having jurisdiction over the Chapter 11 Cases, and, to the extent of the withdrawal of any reference under 28 U.S.C. § 157 and/or the General Order of the District Court pursuant to section 151 of title 28 of the United States Code, the United States District Court for the Eastern District of Virginia.~~

14. ~~15-“Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure, as applicable to the Chapter 11 Cases, promulgated under section 2075 of the Judicial Code and the general, local, and chambers rules of the Bankruptcy Court.~~

15. ~~16-“Bidding Procedures Order” means the Order (A) Approving Bidding Procedures and Bid Protections in Connection with the Sales of Certain of the Debtors’ Assets, (B) Approving the Form and Manner of Notice, (C) Scheduling Auctions and a Sale Hearing, (D) Approving Procedures for the Assumption and Assignment of Contracts, and (E) Granting Related Relief [Docket No. 406] entered on June 25, 2015.~~

16. ~~17-“Blackhawk” means Blackhawk Mining LLC together with its affiliates and subsidiaries.~~

17. ~~18.~~ “Blackhawk APA” means that certain Asset Purchase Agreement dated as of June 22, 2015, as amended, modified, or supplemented from time to time, among Blackhawk and certain of the Debtors, including all schedules and exhibits thereto, which ~~is attached to the Disclosure Statement as Exhibit H.~~ shall be Filed with the Plan Supplement.

18. ~~19.~~ “Blackhawk Assumed Liabilities” shall have the same meaning as the term Assumed Liabilities set forth in Section 2.03 of the Blackhawk APA.

19. ~~20.~~ “Blackhawk Excluded Assets” shall have the same meaning as the term Excluded Assets set forth in Section 2.02 of the Blackhawk APA.

20. ~~21.~~ “Blackhawk Excluded Liabilities” shall have the same meaning as the term Excluded Liabilities set forth in Section 2.04 of the Blackhawk APA.

21. ~~22.~~ “Blackhawk LLC Agreement” means that certain Third Amended and Restated Blackhawk Mining LLC Limited Liability Company Agreement dated as of June 22, 2015, as amended, supplement, modified or restated from time to time.

22. ~~23.~~ “Blackhawk LLC Agreement Joinder” means the joinder to the Blackhawk LLC Agreement, in substantially the form attached to the Plan Supplement.

23. ~~24.~~ “Blackhawk Purchased Assets” shall have the same meaning as the term Purchased Assets set forth in Section 2.01 of the Blackhawk APA.

24. ~~25.~~ “Blackhawk Transaction” means the purchase and sale transaction contemplated by the Blackhawk APA.

25. ~~26.~~ “Blackhawk Transaction Documents” means the Blackhawk APA, ~~the Backstop Commitment Agreements,~~ and each other document contemplated by the Blackhawk APA or entered into in connection with the Blackhawk Transaction.

26. ~~27.~~ “Black Lung Act” means the Federal Black Lung Benefit Act, 30 U.S.C. §§ 901–944, as may be amended, modified or supplemented.

27. ~~28.~~ “Business Day” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).

28. ~~29.~~ “Cash” means cash and cash equivalents, including bank deposits, checks, and other similar items in legal tender of the United States of America.

29. ~~30.~~ “Causes of Action” means any claim, cause of action (including Avoidance Actions or rights arising under section 506(c) of the Bankruptcy Code), controversy, right of setoff, cross claim, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Causes of Action also include: (a) all rights of setoff, counterclaim, cross-claim, or recoupment, and claims on contracts or for breaches of duties imposed by law; (b) the right to object to or otherwise contest Claims; (c) claims pursuant to sections 362, 510, 542, 543, 544 through 550, or 553 of the Bankruptcy Code; and (d) such claims and defenses as fraud, mistake, duress, and usury, and any other defenses set forth in section 558 of the Bankruptcy Code.

~~31. — “Certified Eligible Holder” means (i) a Holder of a Prepetition Term Loan Facility Claim and (ii) an Eligible Holder of a Prepetition Notes Claim that submits a Prepetition Notes Eligibility Certificate to the Subscription~~



~~Agent by the Prepetition Notes Eligibility Certificate Deadline, which Eligibility Certificate is in form and substance acceptable to the Debtors in their sole discretion.~~

~~30.~~ ~~32.~~ “Chapter 11 Cases” means these jointly administered chapter 11 cases commenced by the Debtors and styled *In re Patriot Coal Corporation, et al.*, Chapter 11 Case No. 15-32450 (KLP), which are currently pending before the Bankruptcy Court.

~~33.~~ ~~“Charging Lien” means the lien of the Prepetition Notes Trustee arising under the Prepetition Notes Indenture, upon any distributions relating to or on account of the Prepetition Notes, securing the payment of, including without limitation, the fees and expenses of the Prepetition Notes Trustee, including fees and expenses of counsel and other professionals engaged by, on behalf of or for the benefit of the Prepetition Notes Trustee, whether incurred prepetition, postpetition, or before or after the Effective Date.~~

~~31.~~ ~~34.~~ “Claim” means any claim against the Debtors, as defined in section 101(5) of the Bankruptcy Code, including: (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

~~32.~~ ~~35.~~ “Claims Bar Date” means the bar date by which a Proof of Claim must be or must have been Filed, as established by (a) the *Order (I) Setting Bar Dates for Filing Proofs of Claim, Including Requests for Payment Under Section 503(b)(9) of the Bankruptcy Code, (II) Setting a Bar Date for the Filing of Requests for Allowance of Administrative Expense Claims, (III) Establishing the Amended Schedules Bar Date and the Rejection Damages Bar Date, (IV) Approving the Form of and Manner for Filing Proofs of Claim, Including 503(b)(9) Requests, (V) Approving Notice of Bar Dates, and (VI) Granting Related Relief* [Docket No. 246] entered on June 5, 2015; (b) a Final Order of the Bankruptcy Court; or (c) this Plan.

~~33.~~ ~~36.~~ “Claims Objection Bar Date” ~~shall mean~~ means the later of: (a) the first Business Day following one hundred and eighty days after the Effective Date; and (b) such later date as may be fixed by the Bankruptcy Court, after notice and a hearing, upon a motion Filed before the day that is one hundred and eighty days after the Effective Date, which date may be further extended by the Bankruptcy Court after notice and a hearing upon a motion Filed before the expiration of any such extended period.

~~34.~~ ~~37.~~ “Claims Register” means the official register of Claims maintained by the Notice and Claims Agent.

~~35.~~ ~~38.~~ “Class” means a category of Holders of Claims or Interests as set forth in Article III hereof pursuant to section 1122(a) of the Bankruptcy Code.

~~36.~~ ~~“Class B Units” means those certain Class B membership interests in the Combined Company that may be acquired by exercising the Combined Company Warrants issued to the Combined Company 1.5 Lien Term Loan Lenders pursuant to, and in accordance with, the allocations set forth in the Blackhawk Transaction Documents (including the Combined Company Warrant Agreement) and this Plan.~~

~~37.~~ ~~39.~~ “Combined Company” shall have the meaning set forth in Section 1.01 of the Blackhawk APA. For the avoidance of doubt, and regardless of any terms used herein to describe Blackhawk, the Combined Company, or the transactions contemplated by the Blackhawk Transaction Documents, such transactions are not, and shall not be deemed to be, a merger between Blackhawk and the Debtors.

~~38.~~ ~~40.~~ “Combined Company Debt Documents” means, collectively, all documents and agreements (including intercreditor agreements) entered into in connection with, and governing, the Combined Company Debt Facilities.

~~39.~~ ~~41.~~ “*Combined Company Debt Facilities*” means, collectively, ~~the Combined Company First Lien L/C Facility, the Combined Company New ABL, the Combined Company First Lien Term Loan Facility, the Combined Company New ABL, the Combined Company 1.5 Lien Term Loan, and the Combined Company Second Lien PIK Loans~~Term Loan.

~~40.~~ ~~42.~~ “*Combined Company First 1.5 Lien L/C Facility Term Loan*” shall have the same meaning as the term ~~First 1.5 Lien L/C Facility Term Loan~~ set forth in Section 2.06(a) of the Blackhawk APA. ~~c) of the Blackhawk APA.~~ Such loan will be provided by the Combined Company 1.5 Lien Term Loan Lenders, and pursuant to such loan, on the Effective Date, (a) the Combined Company shall receive \$50 million in Cash and the Debtors shall receive \$30 million in Cash and (b) the Combined Company will have \$115 million aggregate face amount of 1.5 lien secured funded debt on the Effective Date.

~~43.~~ “*Combined Company First Lien Term Loan*” shall have the same meaning as the term ~~First Lien Term Loan~~ set forth in Section 2.06(a) of the Blackhawk APA.

~~41.~~ “*Combined Company 1.5 Lien Term Loan Lenders*” means, collectively, certain funds and/or accounts managed or advised by Knighthead Capital Management, LLC, Caspian Capital LP on behalf of its advisees, and Davidson Kempner Capital Management LP, on behalf of funds and accounts managed by it (including Midtown Acquisitions L.P.).

~~42.~~ ~~44.~~ “*Combined Company First Lien Term Loan Facility*” shall have the same meaning as the term First Lien Term Loan set forth in Section 2.06(ab) of the Blackhawk APA.

~~43.~~ ~~45.~~ “*Combined Company New ABL*” shall have the same meaning as the term New ABL set forth in Section 2.06(a) of the Blackhawk APA.

~~44.~~ ~~46.~~ “*Combined Company Second Lien PIK Loans Term Loan*” shall have the same meaning as the term Second Lien ~~PIK Loans~~Term Loan set forth in Section 2.06(bd) of the Blackhawk APA.

~~45.~~ “*Combined Company Warrant Agreement*” means that certain agreement setting forth the terms and conditions of the Combined Company Warrants, substantially in the form Filed with the Plan Supplement.

~~46.~~ “*Combined Company Warrants*” means those certain warrants to purchase 35.0% of the equity interests in the form of Class B Units in the Combined Company issued to the Combined Company 1.5 Lien Term Loan Lenders in connection with providing the Combined Company 1.5 Lien Term Loan that shall be exercisable pursuant to, and in accordance with, the Combined Company Warrant Agreement, all as more fully set forth in Section 2.06(c) of the Blackhawk APA.

47. “*Committee*” means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code on May 21, 2015, as may be constituted from time to time.

48. “*Committee Advisors*” means Morrison Foerster LLP, as counsel to the Committee, Tavenner & Beran PLC, as local counsel to the Committee, and Jefferies LLC, as financial advisor to the Committee.

49. “*Committee Members*” means: (a) U.S. Bank National Association, as Trustee; (b) United Mine Workers of America; (c) United Mine Workers of America 1974 Pension Plan and Trust; (d) Raleigh Mine & Industrial; (e) Strata Mine Services, LLC; (f) Enviromine, Inc.; and (g) Crown Parts & Machine, Inc.; each solely in their capacity as members of the Committee.

50. “*Confirmation*” means the entry of the Confirmation Order on the docket of the Chapter 11 Cases.

51. “*Confirmation Date*” means the date upon which the Bankruptcy Court enters the Confirmation Order on the docket of the Chapter 11 Cases, within the meaning of Bankruptcy Rules 5003 and 9021.

52. “*Confirmation Hearing*” means the hearing held by the Bankruptcy Court to consider Confirmation of the Plan pursuant to section 1129 of the Bankruptcy Code, including any adjournments or continuations thereof.

53. “*Confirmation Objection Deadline*” means the deadline for Filing objections to the Plan, which pursuant to the ~~Disclosure Statement~~Scheduling Order, is September 9, ~~28~~, 2015, at 4:00 p.m., prevailing Eastern Time.

54. “*Confirmation Order*” means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

55. “*Consultation Parties*” means, collectively, (a) the Committee Advisors, (b) counsel to the Petition Agents, (c) counsel to the DIP Lenders, ~~(d) counsel to the TSA Parties,~~ and ~~(e)~~ counsel to Blackhawk.

56. “*Consummation*” means the occurrence of the Effective Date.

57. “*Cortland*” means Cortland Capital Market Services LLC.

58. “*Cure Costs*” means all amounts required to cure any monetary defaults under any Executory Contract or Unexpired Lease that is to be assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease).

59. “*D&O Liability Insurance Policies*” means all insurance policies for directors’, managers’, and officers’ liability maintained by the Debtors as of the Effective Date.

60. “*Debtor Release*” means the release given by the Debtors to the Debtor Releasees and the Third Party Releasees as set forth in Article VIII.C hereof.

61. “*Debtor Releasee*” means, collectively, each Debtor and the Debtors’ current and former Affiliates, partners, members, subsidiaries, officers, directors, principals, employees, agents, advisors, attorneys, accountants, investment bankers, consultants, representatives, and other Professionals, and their respective successors and assigns, each in their capacity as such, and only if serving in such capacity; provided, however, that in no circumstance shall Peabody or Arch be Debtor Releasees.

62. “*Debtors*” means, collectively: Patriot Coal Corporation; Apogee Coal Company, LLC; Appalachia Mine Services, LLC; Black Stallion Coal Company, LLC; Brody Mining, LLC; Catenary Coal Company, LLC; Central States Coal Reserves of KY, LLC; Colony Bay Coal Company; Corydon Resources LLC; Coyote Coal Company LLC; Dodge Hill Mining Company, LLC; Eastern Associated Coal, LLC; Eastern Royalty, LLC; Emerald Processing, L.L.C.; Gateway Eagle Coal Company, LLC; Grand Eagle Mining, LLC; Heritage Coal Company LLC; Highland Mining Company, LLC; Hillside Mining Company; Hobet Mining, LLC; Jupiter Holdings LLC; Kanawha Eagle Coal, LLC; Kanawha River Ventures III, LLC; Little Creek LLC; Midland Trail Energy LLC; Midwest Coal Resources II, LLC; Mountain View Coal Company, LLC; Panther LLC; Patriot Coal Company, L.P.; Patriot Coal Holdings I LLC; Patriot Coal Holdings II LLC; Patriot Coal Sales LLC; Patriot Coal Services LLC; Patriot Leasing Company LLC; Patriot Midwest Holdings, LLC; Patriot Reserve Holdings, LLC; Patriot Ventures LLC; Pine Ridge Coal Company, LLC; Remington LLC; Rhino Eastern JV Holding Company LLC; Rivers Edge Mining, Inc.; Robin Land Company, LLC; Speed Mining LLC; Thunderhill Coal LLC; Wildcat Energy LLC; Wildcat, LLC; Will Scarlet Properties LLC; and WWMV JV Holding Company LLC.

63. “*Description of ~~The~~the Transaction Steps*” means the description of the transaction steps as set forth in the Plan Supplement.

64. “*DIP Agent*” means Cantor Fitzgerald Securities solely in its capacity as administrative agent under the DIP Loan Agreement, or any successor agent appointed in accordance with such agreement.

65. “DIP Claims” means any and all Claims of the DIP Agent and DIP Lenders arising under or related to the DIP Facility and the DIP Orders, including all “DIP Obligations” and the “DIP Superpriority Claims” (as those terms are defined in the DIP Orders).

66. “DIP Facility” means that certain debtor-in-possession financing facility entered into pursuant to the DIP Loan Agreement and as approved by the DIP Orders, including any amendments, supplements, and modifications thereto.

67. “DIP Lenders” means the lenders from time to time party to the DIP Loan Agreement, each solely in their capacities as such.

68. “DIP Lender Distribution” means the distribution to each Holder of an Allowed DIP Claim of such Holder’s Pro Rata share (based upon such Holder’s commitments to the DIP Facility on the date of entry of the Final DIP Order) of up to an aggregate of ~~\$109,000,000~~ 114,800,000 of the Combined Company First Lien Term Loans.

69. “DIP Loan Agreement” means, collectively, (a) that certain superpriority secured debtor-in-possession credit agreement, dated as of May 13, 2015, by and among Patriot Coal Corporation, as borrower, and the DIP Agent, the DIP Lenders named therein, and the other parties thereto; and (b) all other instruments, agreements and other documents executed in connection therewith, as each of the foregoing may have been or may be amended, supplemented or otherwise modified from time to time in accordance with the terms thereof and the terms of the DIP Orders.

70. “DIP Orders” means the Interim DIP Order and the Final DIP Order.

~~71. “DIP/LC Improvement” shall have the meaning as set forth in Section 2.06(a) of the Blackhawk APA.~~

71. ~~72.~~ “Disbursing Agent” means, on the Effective Date, the Debtors or their agent and, after the Effective Date, Reorganized Patriot or the Liquidating Trustee (as applicable), or any other Entity or Entities designated by Reorganized Patriot or the Liquidating Trustee (as applicable) after consultation with the DIP Lenders and acceptance by such Entity or Entities to make or facilitate distributions that are to be made after the Effective Date pursuant to the Plan.

72. ~~73.~~ “Disclosure Statement” means the *Disclosure Statement for the Debtors’ Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code*, dated July 13, 2015, as amended, supplemented, or modified from time to time, including all exhibits and schedules thereto, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code.

~~74. “Disclosure Statement Order” means the Order (I) Approving Disclosure Statement; (II) Approving Solicitation and Notice Materials; (III) Approving Forms of Ballots; (IV) Establishing Solicitation and Voting Procedures; (V) Establishing Procedures for Allowing and Estimating Certain Claims for Voting Purposes; (VI) Scheduling a Confirmation Hearing; (VII) Establishing Notice and Objection Procedures; and (VIII) Granting Related Relief, entered on August 21, 2015 [Docket No. 916].~~

73. ~~75.~~ “Disputed” means, with respect to any Claim or Interest, any Claim or Interest that is not yet Allowed.

74. “Disputed Claims Reserve” means a Cash reserve that may be funded on or after the Effective Date with a portion of the Payout Event Cash for distributions to Holders of Allowed Claims and Disputed Claims if and to the extent that such Disputed Claims become Allowed Claims.

75. ~~76.~~ “Effective Date” means the date selected by the Debtors that is a Business Day after the Confirmation Date on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions precedent specified in Article IX.A hereof have been satisfied or waived (in accordance with Article IX.B hereof).

76. ~~77.~~ “*Eligible Holder*” means a Holder that certifies its status as ~~(i)~~<sup>(ia)</sup> a “qualified institutional buyer” within the meaning of Rule 144A under the Securities Act, or an entity in which all of the equity owners are such “qualified institutional buyers,” or ~~(ii)~~<sup>(ib)</sup> an “accredited investor” within the meaning of Rule 501(a)(1), (2), (3), (5), (6) or (7) under the Securities Act, or an entity in which all of the equity owners are such “accredited investors.”

77. ~~78.~~ “*Encumbrance*” shall have the meaning set forth in the Blackhawk APA.

78. ~~79.~~ “*Entity*” shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

79. ~~80.~~ “*Environmental Claim*” means any Claim asserted by any Government Environmental Entity and any non-governmental entity against any of the Debtors arising from any Environmental Law.

80. ~~81.~~ “*Environmental Law*” means all federal, state, local, or tribal statutes, regulations, ordinances and similar provisions having the force or effect of law, all judicial and administrative orders, agreements and determinations and all common law concerning pollution or protection of the environment, or environmental impacts on human health and safety, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act; the Clean Water Act; the Clean Air Act; the Emergency Planning and Community Right-to-Know Act; the Federal Insecticide, Fungicide, and Rodenticide Act; the Resource Conservation and Recovery Act; the Safe Drinking Water Act; the Surface Mining Control and Reclamation Act; the Toxic Substances Control Act; and any state, local, or tribal equivalents.

81. ~~82.~~ “*Equity Interest*” means the common stock, limited liability company interests and any other equity, ownership or profits interests of any Debtor and options, warrants, rights or other securities or agreements to acquire the common stock, limited liability company interests or other equity, ownership or profits interests of any Debtor (whether or not arising under or in connection with any employment agreement), including any claim against the Debtors subject to subordination pursuant to section 510(b) of the Bankruptcy Code arising from or related to any of the foregoing.

82. ~~83.~~ “*Estate*” means, as to each Debtor, the estate created for the Debtor on the Petition Date pursuant to sections 301 and 541 of the Bankruptcy Code.

83. ~~84.~~ “*Exculpated Parties*” means, collectively: (a) the Debtors; (b) Blackhawk; (c) VCLF; (d) the Debtor Releasees; (e) the Third Party Releasees; (f) the DIP Agent; (g) the DIP Lenders; (h) the Combined Company 1.5 Lien Term Loan Lenders; (i) the Committee and the Committee Members, each in their capacity as such; and ~~(j)~~<sup>(ij)</sup> all of the current and former Affiliates, attorneys, financial advisors, consultants, representatives, advisors, accountants, investment bankers, investment advisors, actuaries, professionals, members (including ex officio members), officers, directors, employees, partners, subsidiaries, principals, agents, managed funds and representatives and successors and assigns of each of the foregoing Entities (whether current or former, in each case in his, her or its capacity as such).

84. ~~85.~~ “*Exculpation*” means the exculpation provision set forth in Article VIII.E hereof.

85. ~~86.~~ “*Executory Contract*” means a contract to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

86. ~~87.~~ “*File*,” “*Filed*,” or “*Filing*” means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court or, with respect to the filing of a Proof of Claim or Proof of Interest, the Notice and Claims Agent.

87. ~~88.~~ “*Final DIP Order*” means the *Final Order (A) Authorizing The Debtors To Obtain Postpetition Financing, (B) Authorizing Use Of Cash Collateral, (C) Granting Liens And Superpriority Claims, (D) Granting Adequate Protection, (E) Modifying The Automatic Stay, (F) Scheduling A Final Hearing, And (G) Granting Related Relief*, entered June 4, 2015 [Docket No. 230], and as may be amended, modified or supplemented by the Bankruptcy Court from time to time. For the avoidance of doubt, the Final DIP Order is a “Final Order.”

88. ~~89.~~ “*Final Order*” means an order or judgment 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 is and remains in full force and effect, has not been modified, amended, reversed, vacated or stayed and as to which (i) the time to appeal, petition for certiorari, or move for a new trial, re-argument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, re-argument or rehearing shall then be pending or (ii) if an appeal, writ of certiorari new trial, re-argument 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, re-argument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, re-argument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; provided, that, the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such order, shall not cause an order not to be a Final Order.

~~90.~~ “*First Lien Backstop Parties*” means certain funds and/or accounts managed or advised by Knighthead Capital Management, LLC, Caspian Capital LP on behalf of its advisees, Davidson Kempner Capital Management LP, on behalf of funds and accounts managed by it (including Midtown Acquisitions L.P.), and Hudson Bay Absolute Return Credit Opportunities Master Fund Ltd.

89. ~~91.~~ “*First-Lien Intercreditor Agreement*” means that certain first-lien intercreditor agreement dated as of December 18, 2013 (as amended, modified, supplemented, or restated from time to time), by and among the Debtors, the Prepetition ABL Agent, the Prepetition LC Agent, the Prepetition Term Agent, and the Prepetition LC/Term Collateral Agent.

~~92.~~ “*First Lien Rights Offering*” means the rights of Holders of Prepetition Term Loan Facility Claims to purchase their Pro Rata portion of \$49,375,000 of aggregate principal initial amount of Combined Company Second Lien PIK Loans for aggregate consideration of \$19,000,000 in Cash, subject to Section 2.06(a) of the Blackhawk APA.

90. ~~93.~~ “*General Unsecured Claim*” means any Unsecured Claim that is not: (a) an Administrative Claim (including, for the avoidance of doubt, any Professional Fee Claim); (b) a DIP Claim; (c) a Priority Tax Claim; (d) an Other Priority Claim; or (e) an Intercompany Claim.

91. “*General Unsecured Claims Distribution*” means the distribution to each Holder of an Allowed General Unsecured Claim of such Holder’s Pro Rata share (based upon such Holder’s face amount Allowed Claim relative to the total face amount of all Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims) of the GUC Distribution Pool.

92. ~~94.~~ “*Government Environmental Entity*” means federal, state, local or tribal Governmental Units asserting claims or having regulatory authority or responsibilities with respect to Environmental Laws.

93. ~~95.~~ “*Governmental Unit*” shall have the meaning set forth in section 101(27) of the Bankruptcy Code.

94. “*GUC Distribution Pool*” means (a) if the VCLF Transaction is consummated, the VCLF Equity Grant, as applicable, in accordance with the terms set forth in Section 7.12 of the VCLF APA or (b) if the VCLF Transaction is not consummated, the Liquidating Trust Units, subject to the Liquidating Trust Funding Mechanism.

95. ~~96.~~ “*Holder*” means any Entity holding a Claim or an Interest.

96. ~~97.~~ “*Impaired*” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is not Unimpaired and, with respect to a Claim or Interest, a Claim or Interest that is not Unimpaired.

97. ~~98.~~ “*Indemnification Provision*” means each of the Debtors’ indemnification obligations currently in place whether in the bylaws, certificates of incorporation, other formation documents, board resolutions, DIP Loan Agreement, or employment contracts for the current and former directors, officers, managers, employees, attorneys, other professionals, DIP Lenders, DIP Agent and agents of the Debtors and such current and former directors’, officers’, and managers’ respective Affiliates; provided, however, that in no circumstance (a) shall the Debtors indemnify Peabody or Arch or (b) shall any indemnification obligation with respect to Peabody or Arch be an Indemnification Provision.

98. ~~99.~~ “*Intercompany Claim*” means any Claim held by one Debtor against another Debtor.

99. ~~100.~~ “*Intercompany Interest*” means an Equity Interest in a Debtor held by another Debtor. For the avoidance of doubt, Intercompany Interests excludes Equity Interests in any Debtor held by non-Debtors.

100. ~~101.~~ “*Intercreditor Agreements*” means, collectively, the First-Lien Intercreditor Agreement, the Term Loan Subordination Agreement, and the Junior-Lien Intercreditor Agreement.

101. ~~102.~~ “*Interests*” means, collectively, Equity Interests and Intercompany Interests.

102. ~~103.~~ “*Interim Compensation Order*” means the *Order (I) Establishing Interim Compensation Procedures and Reimbursement of Expenses for Retained Professionals and (II) Granting Related Relief* [Docket No. 276], entered on June 10, 2015, as the same may be modified by a Bankruptcy Court order approving the retention of a specific Professional or otherwise.

103. ~~104.~~ “*Interim DIP Order*” means the *Interim Order (A) Authorizing The Debtors To Obtain Postpetition Financing, (B) Authorizing Use Of Cash Collateral, (C) Granting Liens And Superpriority Claims, (D) Granting Adequate Protection, (E) Modifying The Automatic Stay, (F) Scheduling A Final Hearing, And (G) Granting Related Relief*, entered May 13, 2015 [Docket No. 67], and as may be amended, modified, or supplemented by the Bankruptcy Court from time to time.

104. ~~105.~~ “*Judicial Code*” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001, as may be amended, modified, or supplemented.

105. ~~106.~~ “*Junior-Lien Intercreditor Agreement*” means that certain junior-lien intercreditor agreement dated as of December 18, 2013 (as amended, modified, supplemented, or restated from time to time), by and among the Debtors, the Prepetition ABL Agent, the Prepetition LC Agent, the Prepetition Term Agent, the Prepetition LC/Term Collateral Agent, and the Prepetition Notes Trustee.

106. ~~107.~~ “*Lien*” shall have the meaning set forth in section 101(37) of the Bankruptcy Code.

107. ~~108.~~ “*Liquidating Trust*” means that certain trust to be created on the Effective Date, as described in Article IV. ~~R.Q.~~

108. ~~109.~~ “*Liquidating Trust Agreement*” means the agreement to be executed as of the Effective Date establishing the Liquidating Trust pursuant to this Plan, substantially in the form Filed with the Plan Supplement.

109. ~~110.~~ “*Liquidating Trust Assets*” means all of the assets of the Debtors’ Estates that have not been sold, abandoned, or otherwise transferred pursuant to a Final Order of the Bankruptcy Court and/or Equity Interests in one or more of the Debtors. For the avoidance of doubt, the Blackhawk Purchased Assets shall not be Liquidating Trust Assets.

110. ~~111.~~ “*Liquidating Trust Funding Mechanism*” means ~~cash~~ Cash, in an amount necessary to fund (a) the working capital needs of the Liquidating Trust and (b) the reasonable, documented fees and expenses of the Liquidating Trust and the Liquidating Trustee Professions, which cash flow shall be generated by operating the Liquidating Trust Assets.

111. ~~112.~~ “*Liquidating Trust Units*” means the ownership interests in the Liquidating Trust as more fully set forth in the Liquidating Trust Agreement.

112. ~~113.~~ “*Liquidating Trustee*” means the Person appointed by the Debtors, after consultation with the Consultation Parties, pursuant to Article IV.SR hereof to act as trustee of and administer the Liquidating Trust, which person shall be identified to the extent known prior to the Confirmation Hearing.

113. ~~114.~~ “*Liquidating Trustee Professionals*” means the agents, financial advisors, attorneys, consultants, independent contractors, representatives, and other professionals retained by the Liquidating Trustee.

114. ~~115.~~ “*Mine Act*” means the Federal Mine Safety and Health Act of 1977, as amended by the Miner Act of 2006, and as may be further amended, modified or supplemented.

~~116.~~ “*New Class B Units*” means those certain Class B membership interests in the Combined Company issued to Certified Eligible Holders of Allowed Prepetition Notes Claims and participants in the Second Lien Rights Offering pursuant to, and in accordance with the allocations set forth in the Blackhawk Transaction Documents and this Plan. For the avoidance of doubt, such New Class B Units shall not exceed 30.0% of the equity interest in the Combined Company on a pro forma basis.

115. ~~117.~~ “*Note Incentive Programs*” means, collectively, the Performance-Based Note Incentive Program and Time-Based Note Incentive Program.

116. ~~118.~~ “*Non-Released Parties*” means those Entities to be identified in the Plan Supplement as Non-Released Parties; provided that Non-Released Parties shall not include the following: (a) each Debtor Releasee; (b) the Liquidating Trust; (c) the Liquidating Trustee; (d) Blackhawk; (e) the Combined Company; (f) the Prepetition Agents and Barclays Bank PLC, as predecessor Term Administrative Agent (under and as defined in the Prepetition LC/Term Loan Agreement) and any of their respective sub-agents; (g) the Prepetition Term Lenders; (h) the Prepetition LC Secured Parties; (i) the Prepetition ABL Secured Parties; (j) the Prepetition Noteholders; (k) the DIP Agent; (l) the DIP Lenders; (m) the ~~Rights Offering Backstop Parties~~Combined Company 1.5 Lien Term Loan Lenders; and (n) the Committee, including the Committee Members (solely in their official capacity).

117. ~~119.~~ “*Notice and Claims Agent*” means Prime Clerk LLC, in its capacity as notice and claims agent for the Debtors.

118. ~~120.~~ “*OCP Order*” means the *Order (I) Authorizing the Retention and Compensation of Professionals Utilized in the Ordinary Course of Business and (II) Granting Related Relief*, entered June 10, 2015 [Docket No. 111].

119. ~~121.~~ “*Other Priority Claim*” means any Claim against any Debtor entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, other than: (a) an Administrative Claim; (b) a DIP Claim; or (c) a Priority Tax Claim.

120. ~~122.~~ “*Other Secured Claim*” means any Secured Claim against any Debtor that is not: (a) a DIP Claim; (b) a Prepetition ABL Facility Claim; (c) a Prepetition LC Facility Claim; (d) a Prepetition Term Loan Facility Claim; (e) a Prepetition Notes Claim; (f) an Administrative Claim; or (g) a Secured Tax Claim. For the avoidance of doubt, a properly perfected mechanic’s lien constitutes an Other Secured Claim under this definition.

121. “*Payout Event*” means the implementation of a Winning Bid for the Blackhawk Purchased Assets by a Winning Bidder other than Blackhawk in accordance with the Bidding Procedures Order.

122. “*Payout Event Cash*” means the Cash resulting from the Payout Event.

123. “*Payout Event Cash Pool*” means the amount of Payout Event Cash available after payment or funding (as applicable) of the Disputed Claims Reserve and all Allowed: (a) DIP Claims; (b) Administrative Claims; (c) Other Priority Claims; and (d) Cure Costs.



124. “Payout Event Class 4 Distribution” means the distribution to each Holder of an Allowed Prepetition ABL Facility Claim of such Holder’s Pro Rata share (based upon such Holder’s face amount ownership of the Prepetition ABL Facility relative to the total face amount of the Prepetition ABL Facility as of the Petition Date) of an amount of the Payout Event Cash Pool available, if any, up to the total face amount of the Allowed Prepetition ABL Facility Claims.

125. “Payout Event Class 5 Distribution” means the distribution to each Holder of an Allowed Prepetition LC Facility Claim of such Holder’s Pro Rata share (based upon such Holder’s face amount ownership of the Prepetition LC Facility relative to the total face amount of the Prepetition LC Facility as of the Petition Date) of an amount of the Payout Event Cash Pool available after payment of the Payout Event Class 4 Distribution, if any, up to the total face amount of Allowed Prepetition LC Facility Claims.

126. “Payout Event Class 6 Distribution” means the distribution to each Holder of an Allowed Prepetition Term Loan Facility Claim of such Holder’s Pro Rata share (based upon such Holder’s loans under the Prepetition Term Loan Facility as of the Petition Date) of an amount of the Payout Event Cash Pool available after payment of the Payout Event Class 4 Distribution and the Payout Event Class 5 Distribution, if any, up to the total face amount of the Allowed Prepetition Term Loan Facility Claims.

127. “Payout Event Class 7 Distribution” means the distribution to each Holder of an Allowed Prepetition Notes Claim of such Holder’s Pro Rata share (based upon the principal amount of Prepetition Notes held by such Holder as of the Petition Date) of an amount of the Payout Event Cash Pool available after payment of the Payout Event Class 4 Distribution, the Payout Event Class 5 Distribution, and the Payout Event Class 6 Distribution, if any, up to the total face amount of the Allowed Prepetition Notes Claims.

128. “Payout Event Class 8 Distribution” means the distribution to each Holder of an Allowed General Unsecured Claim of such Holder’s Pro Rata share (based upon such Holder’s face amount General Unsecured Claim relative to the total face amount of all General Unsecured Claims) of the Payout Event Cash Pool available after payment of the Payout Event Class 4 Distribution, the Payout Event Class 5 Distribution, the Payout Event Class 6 Distribution, and the Payout Event Class 7 Distribution, if any.

129. “Peabody” means Peabody Energy Corporation, Peabody Holding Company, LLC, and their subsidiaries.

130. ~~123.~~ “Performance-Based Note Incentive Program” means the Debtors’ financial performance-based incentive program for certain eligible employees as set forth more fully in the Disclosure Statement.

131. ~~124.~~ “Person” shall have the meaning set forth in section 101(41) of the Bankruptcy Code.

132. ~~125.~~ “Petition Date” means May 12, 2015, the date on which the Debtors Filed their petitions for relief commencing the Chapter 11 Cases.

133. ~~126.~~ “Plan” means this Debtors’ Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, as amended, supplemented, or modified from time to time, including the Plan Supplement, which is incorporated herein by reference and made part of this Plan as if set forth herein.

134. ~~127.~~ “Plan Supplement” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan, to be Filed on or prior to September ~~15,~~ 25, 2015, as amended, supplemented, or modified from time to time in accordance with the terms hereof, the Bankruptcy Code, and the Bankruptcy Rules, including: the Blackhawk LLC Agreement, VCLF Transaction Documents (excluding the VCLF APA), term sheets identifying the material terms of the Combined Company Debt Documents, the ~~Backstop Commitment Agreements~~ Combined Company Warrant Agreement, the Liquidating Trust Agreement, and the Schedule of Assumed Executory Contracts and Unexpired Leases.

135. ~~128.~~ “*Prepetition ABL Agent*” means Deutsche Bank AG New York Branch, in its capacity as administrative agent for the Prepetition ABL Lenders and its capacity as collateral agent with respect to the Prepetition ABL Facility, and together with any of its successors in such capacities.

136. ~~129.~~ “*Prepetition ABL Agreement*” means that certain credit agreement dated as of December 18, 2013 (as amended, modified, supplemented, or restated from time to time), by and among Patriot Coal Corporation and other Debtors, the Prepetition ABL Agent, and the Prepetition ABL Secured Parties from time to time party thereto.

137. ~~130.~~ “*Prepetition ABL Drawn LCs*” means, collectively, and as of any date of determination, the outstanding indebtedness equal to the drawn amounts as of such date of determination of any letters of credit issued under the Prepetition ABL Facility. The aggregate amount of the Prepetition ABL Drawn LCs shall be no greater than \$44,263,955 (plus any unpaid accrued interest, letter of credit fees, and unpaid reasonable fees and expenses as of the Effective Date, to the extent not paid pursuant to the Final DIP Order or the DIP Facility).

138. ~~131.~~ “*Prepetition ABL Facility*” means the revolving loan and letter of credit facility under the Prepetition ABL Agreement, pursuant to which the Prepetition ABL LC Issuers issued letters of credit for the account of Patriot Coal Corporation and other Debtors and the Prepetition ABL Lenders otherwise extended credit to the Debtors, in an aggregate principal amount not to exceed \$65,000,000.

139. ~~132.~~ “*Prepetition ABL Facility Claims*” means any and all Claims arising under or related to the Prepetition ABL Facility, the Prepetition ABL Financing Documents and the DIP Orders, including all “Prepetition Obligations” and “ABL Adequate Protection Obligations,” as each such term is defined in the Final DIP Order and shall include, without limitation, any amount by which letters of credit issued under the Prepetition ABL Agreement increase after the Petition Date by their terms.

140. ~~133.~~ “*Prepetition ABL Facility Issuers*” means Deutsche Bank AG New York Branch and Barclays Bank PLC, each in its respective capacity as letter of credit issuers under the Prepetition ABL Facility.

141. ~~134.~~ “*Prepetition ABL Financing Documents*” means the Prepetition ABL Agreement and all other agreements, documents and instruments executed and/or delivered with, to or in favor of the Prepetition ABL Agent, any of the Prepetition ABL Lenders and/or any of the Prepetition ABL LC Issuers, including, without limitation, the Intercreditor Agreements, all security agreements, notes, guarantees, mortgages, Uniform Commercial Code financing statements and all other related agreements, documents and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto, as all of the same have been supplemented, modified, extended, renewed, restated, and/or replaced.

142. ~~135.~~ “*Prepetition ABL LC Issuers*” means Deutsche Bank AG New York Branch and Barclays Bank PLC, each in its respective capacity as a letter of credit issuer under the Prepetition ABL Facility, together with any of their respective successors and permitted assigns in such capacity.

143. ~~136.~~ “*Prepetition ABL Lenders*” means those banks, financial institutions, and other lender parties to the Prepetition ABL Agreement from time to time, each in their capacity as such.

144. ~~137.~~ “*Prepetition ABL Obligations*” means all of the Debtors’ obligations under the Prepetition ABL Financing Documents, including, without limitation, all reimbursement obligations for Prepetition ABL Drawn LCs and Prepetition ABL Undrawn LCs, and all interest, fees and expenses related thereto. The Prepetition ABL Obligations are Allowed Secured Claims.

145. ~~138.~~ “*Prepetition ABL Secured Parties*” means, collectively, the Prepetition ABL Agent, the Prepetition ABL Lenders, the Prepetition ABL LC Issuers, and all other Secured Parties (as defined in the Prepetition ABL Agreement).

146. ~~139.~~ “*Prepetition ABL Undrawn LCs*” means, collectively, and as of any date of determination, the undrawn portion as of such date of determination of any outstanding letters of credit issued under the Prepetition ABL

Facility (which undrawn portion includes any automatic increases in the stated amount of such letters of credit, whether or not such increase in the stated amount is in effect at such time). The aggregate undrawn stated amount of the Prepetition ABL Undrawn LCs is equal to \$44,263,955, less any amounts drawn on or prior to the Effective Date under outstanding letters of credit issued under the Prepetition ABL Facility, and less any amounts of outstanding letters of credit issued under the Prepetition ABL Facility that are released on or prior to the Effective Date.

147. ~~140.~~ “*Prepetition Agents*” means, collectively, the Prepetition Notes Trustee, the Prepetition ABL Agent, the Prepetition LC Agent, the Prepetition Term Agent and the Prepetition LC/Term Collateral Agent.

148. ~~141.~~ “*Prepetition Facilities*” means, collectively, the Prepetition Notes, the Prepetition LC Facility, the Prepetition Term Loan Facility, and the Prepetition ABL Facility.

149. ~~142.~~ “*Prepetition Financing Documents*” means collectively, the Prepetition Notes Documents, the Prepetition LC/Term Loan Financing Documents, and the Prepetition ABL Financing Documents.

150. ~~143.~~ “*Prepetition Indenture*” means that certain indenture dated as of December 18, 2013, with respect to Patriot Coal Corporation’s 15.0% Senior Secured Second Lien PIK Toggle Notes due 2023 (as amended, modified, supplemented, or restated from time to time), by and among Patriot Coal Corporation, certain of the Debtor’s subsidiaries from time to time party thereto, as guarantors, and U.S. Bank National Association as the Prepetition Notes Trustee.

151. ~~144.~~ “*Prepetition LC/Term Collateral Agent*” means Wilmington Trust, National Association in its capacity as collateral agent for itself, the Prepetition LC Lenders, the Prepetition Term Lenders, the Prepetition LC Facility Issuers, the Prepetition LC Agent, the Prepetition Term Agent and the other Prepetition LC Secured Parties and Prepetition Term Secured Parties, together with any of its successors and permitted assigns in such capacity.

152. ~~145.~~ “*Prepetition LC/Term Loan Agent Expenses Priority*” means LC/Term Loan Agent Expenses Priority as defined in the Final DIP Order.

153. ~~146.~~ “*Prepetition LC/Term Loan Agreement*” means that certain credit agreement (L/C Facility and Term Facility) dated as of December 18, 2013 (as amended, modified, supplemented, or restated from time to time), by and among Patriot Coal Corporation, as the borrower, the other Debtors, as guarantors, the Prepetition LC Agent, the Prepetition Term Agent, the Prepetition LC Facility Issuers, the Prepetition LC/Term Collateral Agent, the Prepetition LC Lenders from time to time party thereto and the Prepetition Term Lenders from time to time party thereto.

154. ~~147.~~ “*Prepetition LC/Term Loan Financing Documents*” means the Prepetition LC/Term Loan Agreement and all other agreements, documents, and instruments executed and/or delivered with, to or in favor of any of the Prepetition LC Secured Parties or Prepetition Term Secured Parties, including, without limitation, the Intercreditor Agreements, all security agreements, notes, guarantees, mortgages, Uniform Commercial Code financing statements and all other related agreements, documents and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto, as all of the same have been or may be supplemented, modified, extended, renewed, restated and/or replaced.

155. ~~148.~~ “*Prepetition LC Agent*” means Barclays Bank PLC in its capacity as administrative agent for the Prepetition LC Lenders and Prepetition LC Facility Issuers, together with any of its successors and permitted assigns in such capacity.

156. ~~149.~~ “*Prepetition LC Facility*” means, collectively, the certain letters of credit in the aggregate original undrawn available amount of \$200,147,031.55 provided under the Prepetition LC/Term Loan Agreement and other extensions of credit to the Debtors related thereto (including in the form of extensions of such letters of credit and advances in connection with drawings thereunder), together with all Prepetition LC/Term Loan Financing Documents related thereto.

157. ~~150.~~ “*Prepetition LC Facility Claims*” means any and all Claims arising under or related to the Prepetition LC Facility (whether under or pursuant to any Prepetition LC/Term Loan Financing Document, any DIP Order or otherwise), including all “Prepetition LC Obligations” and “LC Adequate Protection Obligations”, as each such term is defined in the Final DIP Order and shall include, without limitation, any amount by which letters of credit issued under the Prepetition LC Facility increase after the Petition Date by their terms.

158. “*Prepetition LC Facility Distribution*” means the distribution to each Holder of an Allowed Prepetition LC Facility Claim of (a) such Holder’s Pro Rata share (based upon such Holder’s face amount ownership of the Prepetition LC Facility relative to the total face amount of the Prepetition LC Facility as of the Petition Date) of \$155 million of the Combined Company Second Lien Term Loans and (b) its Prepetition LC Facility Rights.<sup>1</sup>

159. “*Prepetition LC Facility Final Distribution Date*” means a day (a) selected by the Undrawn LC Facility Claims Reserve Agent that is twenty calendar days after the date on which all Undrawn LC Facility Claims have become either Allowed Claims or disallowed Claims or (b) otherwise established by the Bankruptcy Court.

160. ~~151.~~ “*Prepetition LC Facility Issuers*” means Bank of America, N.A., PNC Bank, National Association, and Fifth Third Bank, each in its respective capacity as a letter of credit issuer under the Prepetition LC Facility, together with any of their respective successors and permitted assigns in such capacity.

161. “*Prepetition LC Facility Rights*” means, collectively, the rights of all Holders of Prepetition LC Facility Claims to participate in the Rights Offering that shall be distributed on a Pro Rata basis (based upon such Holder’s face amount ownership of the Prepetition LC Facility relative to the total face amount of the Prepetition LC Facility as of the Petition Date).

162. ~~152.~~ “*Prepetition LC Lenders*” means those banks, financial institutions, and other lender parties to the Prepetition LC/Term Loan Agreement from time to time to the extent owed Prepetition LC Obligations and/or LC Adequate Protection Obligations from time to time, each in their capacity as such, together with any of their respective successors and permitted assigns in such capacity.

163. ~~153.~~ “*Prepetition LC Obligations*” means all of the Debtors’ obligations under the Prepetition LC/Term Loan Financing Documents, in each case to the extent relating to the Prepetition LC Facility, including, without limitation, all reimbursement obligations for drawn and undrawn letters of credit issued under the Prepetition LC Facility, all interest, fees and expenses related thereto and all other “Secured L/C Facility Obligations” as defined in the Prepetition LC/Term Loan Agreement. The Prepetition LC Obligations are Allowed Secured Claims.

164. ~~154.~~ “*Prepetition LC Secured Parties*” means the Prepetition LC Agent, the Prepetition LC Lenders, the Prepetition LC Facility Issuers, the Prepetition LC/Term Collateral Agent (to the extent of any Prepetition LC Obligations and/or LC Adequate Protection Obligations owing to the Prepetition LC/Term Collateral Agent or granted to or held by the Prepetition LC/Term Collateral Agent for the benefit or on behalf of any other Prepetition LC Secured Party), and all other L/C Secured Parties (as defined in the Prepetition LC/Term Loan Agreement).

165. ~~155.~~ “*Prepetition Noteholders*” means the holders of the Prepetition Notes.

166. ~~156.~~ “*Prepetition Notes*” means Patriot Coal Corporation’s 15.0% Senior Secured Second Lien PIK Toggle Notes due 2023 in an initial aggregate principal amount of \$262,499,992 (together with any additional notes issued or increases to the principal amount of existing notes as of the Petition Date, in each case representing interest “paid in kind”).

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<sup>1</sup> For the avoidance of doubt, Holders of Prepetition LC Facility Claims on account of either drawn and/or undrawn letters of credit provided under the Prepetition LC Facility shall receive Prepetition LC Facility Rights and be eligible to participate in the Rights Offering.

167. ~~157.~~ “*Prepetition Notes Claims*” means any and all Claims arising under or related to the Prepetition Notes, Prepetition Notes Documents and DIP Orders, including all “Prepetition Obligations” and “Note Adequate Protection Obligations,” as each such term is defined in the Final DIP Order.

168. “*Prepetition Notes Distribution*” means the distribution to each Holder of an Allowed Prepetition Notes Claim of such Holder’s Pro Rata share (based upon such Holder’s face amount Allowed Claim relative to the total face amount of all Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims) of the GUC Distribution Pool.

169. ~~158.~~ “*Prepetition Notes Documents*” means the Prepetition Indenture, the Prepetition Notes, and all other agreements, documents and instruments executed and/or delivered with, to or in favor of the Prepetition Notes Trustee and/or the Prepetition Noteholders, including, without limitation, the Intercreditor Agreements, all security agreements, collateral trust agreements, notes, guarantees, mortgages, Uniform Commercial Code financing statements and all other related agreements, documents and instruments, including any fee letters, executed and/or delivered in connection therewith or related thereto, as all of the same have been supplemented, modified, extended, renewed, restated and/or replaced at any time prior to the Petition Date.

~~159.~~ “*Prepetition Notes Eligibility Certificate*” means (a) with respect to the new Class B Units to be issued as part of the Prepetition Notes Payment, the certification on the Ballot sent to each holder of an Allowed Prepetition Notes Claim and (b) with respect to the Prepetition Notes Rights, the eligibility form sent to each Holder of an Allowed Prepetition Notes Claim, in substantially the form attached the Rights Offerings Procedures as Annex A.

~~160.~~ “*Prepetition Notes Eligibility Certificate Deadline*” means (a) with respect to the new Class B Units to be issued as part of the Prepetition Notes Payment, the Voting Deadline and (b) with respect to the Prepetition Notes Rights, August 25, 2015 at 5:00 p.m. prevailing Eastern Time.

170. ~~161.~~ “*Prepetition Notes Liens*” means a Lien granted to the Prepetition Notes Trustee for its benefit and the benefit of the Prepetition Noteholders, to secure the Prepetition Notes Obligations.

171. ~~162.~~ “*Prepetition Notes Obligations*” means any of the Debtors’ obligations under the Prepetition Notes Documents. The Prepetition Notes Obligations are Allowed Secured Claims.

~~163.~~ “*Prepetition Notes Payment*” means the payment to each Holder of an Allowed Prepetition Notes Claim of (a) such Holder’s Pro Rata share (based upon the principal amount of Prepetition Notes held by such Holder as of the Petition Date) of \$10,000,000 in aggregate face amount of the Combined Company Second Lien PIK Loans and, to the extent that such Holder is a Certified Eligible Holder, New Class B Units issued in connection with the Blackhawk Transaction representing 6.0% of the equity interests in the Combined Company and (b), to the extent such Holder is a Certified Eligible Holder, its Prepetition Notes Rights.

~~164.~~ “*Prepetition Notes Rights*” means, collectively, the rights of all Certified Eligible Holders of Prepetition Notes Claims to participate in the Second Lien Rights Offering.

172. ~~165.~~ “*Prepetition Notes Secured Parties*” means the Prepetition Notes Trustee, Prepetition Notes Agent and Prepetition Noteholders and “Secured Parties” (as defined in the Prepetition Indenture).

173. ~~166.~~ “*Prepetition Notes Trustee*” means U.S. Bank National Association in its capacities as trustee and collateral trustee for the Prepetition Noteholders with respect to the Prepetition Notes, and together with any of its successors in such capacities.

174. ~~167.~~ “*Prepetition Notes Trustee Fee Claim*” means, individually and collectively, any and all Claims, whether arising before or after the Petition Date, pursuant to the applicable Prepetition Indenture relating to any reasonable compensation, disbursements, fees and expenses (including an Claim under such Prepetition Indenture relating to reasonable fees and expenses of counsel and agents of such Prepetition Notes Trustee) of any Prepetition Notes Trustee payable under such Prepetition Notes Indenture, which such Claims shall be satisfied by payment in full pursuant to this Plan in accordance with the Final DIP Order.

175. ~~168.~~ “*Prepetition Secured Parties*” means, collectively, the Prepetition ABL Secured Parties, the Prepetition LC Secured Parties, the Prepetition Term Secured Parties, the Prepetition Notes Trustee, and the Prepetition Noteholders.

176. ~~169.~~ “*Prepetition Term Agent*” means Cortland in its capacity as successor term administrative agent under the Prepetition LC/Term Loan Agreement, together with any of its successors and permitted assigns in such capacities.

177. ~~170.~~ “*Prepetition Term Lenders*” means those banks, financial institutions, and other lender parties to the Prepetition LC/Term Loan Agreement to the extent owed Prepetition Term Loan Obligations from time to time, each in their capacity as such, together with any of their respective successors and permitted assigns in such capacity.

178. ~~171.~~ “*Prepetition Term Loan Facility*” means the term loans in an aggregate initial principal amount of up to \$250,000,000 provided under the Prepetition LC/Term Loan Agreement, together with all Prepetition LC/Term Loan Financing Documents related thereto.

179. ~~172.~~ “*Prepetition Term Loan Facility Claims*” means any and all Claims, insofar as such Claims relate to the Prepetition Term Loan Facility, arising under or related to the Prepetition Term Loan Facility, the Prepetition LC/Term Loan Agreement and the DIP Orders, including all “Prepetition Term Loan Obligations” and “Term Adequate Protection Obligations”, as each such term is defined in the Final DIP Order.

180. ~~173.~~ “*Prepetition Term Loan Facility Distribution*” means the distribution to each Holder of an Allowed Prepetition Term Loan Facility Claim of (a) such Holder’s Pro Rata share (based upon such Holder’s ~~loans under the face amount~~ Allowed Claim relative to the total face amount of all Allowed Prepetition Term Loan Facility as of the Petition Date) of ~~\$197,500,000 in aggregate face amount of the Combined Company Second Lien PIK Loans~~ Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims) of the GUC Distribution Pool and (b) its Prepetition Term Loan Rights.

181. ~~174.~~ “*Prepetition Term Loan Obligations*” means all of the Debtors’ obligations under the Prepetition LC/Term Loan Financing Documents insofar as such obligations relate to the Prepetition Term Loan Facility. The Prepetition Term Loan Obligations are Allowed Secured Claims.

182. ~~175.~~ “*Prepetition Term Loan Rights*” means, collectively, the rights of all Holders of Prepetition Term Loan Facility Claims to participate in the ~~First Lien~~ Rights Offering on a Pro Rata basis (based upon such Holder’s loans under the Prepetition Term Loan Facility as of the Petition Date).

183. ~~176.~~ “*Prepetition Term Secured Parties*” means the Prepetition Term Agent, the Prepetition Term Lenders, the Prepetition LC/Term Collateral Agent (to the extent of any Prepetition Term Loan Obligations and/or Term Adequate Protection Obligations owing to the Prepetition LC/Term Collateral Agent or granted to or held by the Prepetition LC/Term Collateral Agent for the benefit or on behalf of any other Prepetition Term Secured Party), and all other Term Secured Parties (as defined in the Prepetition LC/Term Loan Agreement)

184. ~~177.~~ “*Priority Tax Claim*” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

185. ~~178.~~ “*Pro Rata*” means the proportion that an Allowed Claim in a particular Class bears to the aggregate amount of Allowed Claims in that Class, or the proportion that Allowed Claims in a particular Class bear to the aggregate amount of Allowed Claims in a particular Class and other Classes entitled to share in the same recovery as such Allowed Claim under the Plan.

186. ~~179.~~ “*Professional*” means any Entity: (a) retained in the Chapter 11 Cases pursuant to and in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered and expenses incurred pursuant to sections 327, 328, 329, 330, 331, or 363 of the Bankruptcy Code; (b) awarded compensation and reimbursement by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code; and (c) that is a Liquidating Trustee Professional.

187. ~~180.~~ “*Professional Fee Claims*” means all Claims for accrued fees and expenses (including success fees) for services rendered and expenses incurred by a Professional from the Petition Date through and including the Effective Date, which Claims are evidenced by applications for compensation filed with the Bankruptcy Court, to the extent such fees and expenses have not been paid pursuant to an order of the Bankruptcy Court.

188. ~~181.~~ “*Professional Fee Escrow Account*” means an interest bearing escrow account to be funded on the Effective Date with unused proceeds from the DIP Facility or Cash on hand in an amount equal to all Professional Fee Claims, plus an amount equal to the estimated, unbilled Professional Fees incurred through the Effective Date but not evidenced by applications for compensation filed with the Bankruptcy Court (calculated in accordance with reasonable estimates from each Professional); provided, that, the Professional Fee Escrow shall be increased to the extent that the aggregate amount of fee applications filed after the Effective Date exceeds the available balance in the Professional Fee Escrow Account.

189. ~~182.~~ “*Proof of Claim*” means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

190. ~~183.~~ “*Proof of Interest*” means a proof of Interest Filed against any of the Debtors in the Chapter 11 Cases.

191. ~~184.~~ “*Released Parties*” means, collectively, the Debtor Releasees and the Third Party Releasees.

192. ~~185.~~ “*Releasing Parties*” means, collectively: (a) the Prepetition Agents; (b) the Prepetition Term Lenders; (c) the Prepetition LC Lenders and the Prepetition LC Facility Issuers; (d) the Prepetition ABL Lenders and the Prepetition ABL LC Issuers; (e) the Prepetition Noteholders; (f) the DIP Agent; (g) the DIP Lenders; (h) the ~~Rights Offering Backstop Parties~~ Combined Company 1.5 Lien Term Loan Lenders; (i) the Committee; and (j) all other Holders of Claims or Equity Interests, except Holders of any Claims or Equity Interests (~~xi~~) who vote to reject the Plan, (~~xii~~) who do not vote to accept or reject the Plan but who timely submit a Ballot indicating their decision to not participate in the Third Party Release set forth in Article VIII.D hereof, or (~~xiii~~) who are in a Class that is deemed to reject the Plan.

193. “*Reorganized Patriot*” means (a) Patriot Coal Corporation, Inc. as reorganized pursuant to and under the Plan, or any successor thereto, by merger, consolidation, or otherwise or (b) a new corporation or limited liability company that may be formed or caused to be formed by the Debtors to, among other things, issue the GUC Distribution Pool.

194. ~~186.~~ “*Restructuring Documents*” means this Plan, the Disclosure Statement, the Plan Supplement, the Blackhawk Transaction Documents, VCLF Transaction Documents, and the various agreements and other documentation formalizing the Plan, each of which shall be in form and substance reasonably satisfactory to the Debtors, the DIP Lenders, and satisfactory to Blackhawk as specified in the Blackhawk APA and to VCLF as specified in the VCLF APA.

195. ~~187.~~ “*Restructuring Transactions*” means one or more transactions to occur on the Effective Date or as soon as reasonably practicable thereafter, that may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Plan, including: (a) the execution and delivery of appropriate agreements or other documents of merger, sale, consolidation, equity issuance, certificates of incorporation, operating agreements, bylaws, or other documents containing terms that are consistent with or reasonably necessary to implement the terms of the Plan or the Blackhawk Transaction and that satisfy the requirements of applicable law; (b) the execution and delivery of appropriate instruments of sale, equity issuance, transfer, assignment, assumption, or delegation of any property, right, liability, duty, or obligation on terms consistent with the terms of the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents; and (c) all other actions that the Debtors, after consultation with the Consultation Parties, or Liquidating Trustee, as applicable, determine are necessary or appropriate to implement the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents.

196. ~~188.~~ “*Retiree Committee*” means the official committee of non-union retirees appointed in the Chapter 11 Cases pursuant to section 1114(d) of the Bankruptcy Code on July 7, 2015, as may be constituted from time to time, in accordance with the agreed order entered by the Court on June 25, 2015.

197. ~~189.~~ “*Retiree Committee Advisors*” means Schnader Harrison Segal & Lewis LLP and Stahl Cowen Crowley Addis LLC, as proposed legal advisors to the Retiree Committee.

198. ~~190.~~ “*Retiree Committee Members*” means: (a) James R. Gillenwater; (b) Elizabeth Wills; (c) Harold D. Green; (e) Carl Egnor, UMW Representative; and (f) David L. McDonald; each solely in their capacity as members of the Retiree Committee.

199. ~~191.~~ “*Rights*” means the subscription rights to purchase Combined Company First Lien Term Loans and Combined Company Second Lien PIK Term Loans and New Class B Units, as applicable, contemplated by the ~~First Lien Rights Offering and the Second Lien~~ Rights Offering.

200. ~~192.~~ “*Rights Offerings*” means, collectively, ~~the First Lien Rights Offering and the Second Lien Rights Offering.~~ Offering means the rights of Holders of Prepetition LC Facility Claims and Holders of Prepetition Term Loan Facility Claims to purchase, for an aggregate of \$13,500,000 in Cash, (a) up to \$16,875,000 in aggregate initial principal amount of Combined Company First Lien Term Loans and (b) up to \$9,250,000 in aggregate initial principal amount of Combined Company Second Lien Term Loans, all subject to Section 2.06(b)(i)(B)(1) of the Blackhawk APA. The Rights shall be issued to Holders of Prepetition LC Facility Claims and to Holders of Prepetition Term Loan Facility Claims. If the Rights are oversubscribed, Rights will be issued (i) first, to the Holders of Prepetition LC Facility Claims and (ii) second, to Holders of Prepetition Term Loan Facility Claims, and any oversubscription within a Class shall be cut back Pro Rata within such Class.

~~193.~~ “*Rights Offering Backstop Parties*” means, collectively, ~~the First Lien Backstop Parties and the Second Lien Backstop Parties.~~

~~194.~~ “*Rights Offering Documents*” means ~~the Backstop Commitment Agreements and the Rights Offerings Procedures.~~

~~195.~~ “*Rights Offering Loans*” means ~~the Combined Company Second Lien PIK Loans distributed pursuant to and in accordance with the Rights Offering Procedures.~~

201. ~~196.~~ “*Rights Offering Participant*” means (a) a Holder of an Allowed Prepetition ~~Term Loan~~ LC Facility Claim, (b) a ~~Certified Eligible~~ Holder of an Allowed Prepetition ~~Notes~~ Term Loan Facility Claim, ~~or~~ (c) a ~~Rights Offering Backstop Party~~, ~~or~~ (d) an Eligible ~~Affiliate~~ Holder to whom the Rights of a Holder of an Allowed Prepetition ~~Term Loan~~ LC Facility Claim, ~~a Certified Eligible~~ ~~or a~~ Holder of an Allowed Prepetition ~~Notes Claim~~, ~~or a Rights Offering Backstop Party~~ Term Loan Facility Claim were transferred.

202. ~~197.~~ “*Rights Offering Procedures*” means the procedures governing the Rights ~~Offerings and approved by the Court in connection with the order approving the Rights Offerings~~ Offering, which procedures are attached to the Disclosure Statement as Exhibit D and shall be Filed with the Plan Supplement.

203. ~~198.~~ “*Rights Offering Record Date*” means ~~August~~ September 18, 2015.

~~199.~~ “*Rights Offering Units*” means ~~the New Class B Units issued pursuant to the Second Lien Rights Offering.~~

204. ~~200.~~ “*Schedule of Assumed Executory Contracts and Unexpired Leases*” means the schedule of certain Executory Contracts and Unexpired Leases to be assumed by the Debtors and assigned to Blackhawk, VCLF or the Liquidating Trust, as applicable, pursuant to the Plan in the form to be ~~filed~~ Filed with the Bankruptcy Court as an exhibit to the Plan Supplement ~~on September 1, 2015,~~ as the same may be amended, modified or supplemented from time to time. Such schedule may include a description of the Unexpired Leases to be assumed by the Debtors and assigned to Blackhawk, VCLF, or the Liquidating Trust, as applicable.



205. ~~201.~~ “Schedules” means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs Filed by the Debtors on June 26, 2015 pursuant to section 521 of the Bankruptcy Code and in substantial accordance with the Official Bankruptcy Forms, as the same may have been amended, modified, or supplemented from time to time.

~~202.~~ “*Second Lien Backstop Parties*” means certain funds and/or accounts managed or advised by Knighthead Capital Management, LLC, Caspian Capital LP on behalf of its advisees, and Davidson Kempner Capital Management LP, on behalf of funds and accounts managed by it (including Midtown Acquisitions L.P.).

~~203.~~ “*Second Lien Rights Offering*” means the rights of Certified Eligible Holders of Allowed Prepetition Notes Claims to purchase, for an aggregate of \$31,000,000 in Cash, on a Pro Rata basis (a) up to \$40,000,000 in aggregate initial principal amount of Combined Company Second Lien PIK Loans and (b) New Class B Units representing in the aggregate 24.0% of the equity interests in the Combined Company, subject to Section 2.06(a) of the Blackhawk APA.

206. “*Scheduling Order*” means the *Order Approving Debtors’ Motion for Entry of An Order (I) Scheduling Combined Hearing on Approval of A Revised Disclosure Statement and Confirmation of A Revised Plan, (II) Approving the Form and Manner of Notice of the Combined Hearing, (III) Shortening the Notice of the Combined Hearing and the Deadline for Filing Objections, (IV) Maintaining the Voting Record Date, (V) Approving the Submission Of Votes to Accept or Reject the Plan through An “E-Ballot” Platform, (VI) Establishing the Voting Deadline, (VII) Establishing the Objection Deadline, and (VIII) Granting Related Relief*, entered on September 17, 2015 [Docket No. 1320].

207. ~~204.~~ “*Section 510(b) Claims*” means any Claim against any Debtor arising from rescission of a purchase or sale of a security of any Debtor or an Affiliate of any Debtor, for damages arising from the purchase or sale of such a security, or for reimbursement or contribution allowed under section 502 of the Bankruptcy Code on account of such a Claim.

208. ~~205.~~ “*Secured*” means when referring to a Claim: (a) secured by a Lien on property in which the applicable Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in such Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code; or (b) otherwise Allowed pursuant to the Plan as a Secured Claim. For the avoidance of doubt, Secured Claims do not include the DIP Claims.

209. ~~206.~~ “*Secured Tax Claims*” means any Secured Claim against any Debtor that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

210. ~~207.~~ “*Securities Act*” means the Securities Act of 1933, 15 U.S.C. §§ 77a–77aa, as may be amended, modified, or supplemented, or any similar federal, state, or local law.

211. ~~208.~~ “*Securities Exchange Act*” means the Securities Exchange Act of 1934, 15 U.S.C. §§ 78a–78nn, as amended, and as may be further amended, modified, or supplemented.

212. ~~209.~~ “*Stamp or Similar Tax*” means any stamp tax, recording tax, conveyance fee, intangible or similar tax, mortgage tax, personal or real property tax, real estate transfer tax, sales tax, use tax, transaction privilege tax (including, without limitation, such taxes on prime contracting and owner-builder sales), privilege taxes (including, without limitation, privilege taxes on construction contracting with regard to speculative builders and owner builders), and other similar taxes imposed or assessed by any Governmental Unit.

213. ~~210.~~ “*Subscription Accounts*” means one or more trust accounts, escrow accounts, treasury accounts, or similar segregated accounts established by the Subscription Agent to receive and hold payments of the Subscription Purchase Price.

214. ~~241.~~ “*Subscription Agent*” means Prime Clerk, LLC.

215. ~~242.~~ “*Subscription Deadline*” means ~~September 11, October 2,~~ 2015 at ~~5~~4:00 p.m. (prevailing Eastern Time) or such later time as determined by the Debtors in their sole discretion.

216. ~~243.~~ “*Subscription Form*” means the subscription form(s) and applicable instructions sent to each Rights ~~Offerings~~Offering Participant on which such Rights ~~Offerings~~Offering Participant may exercise their Rights, in substantially the forms attached to the Rights Offering Procedures as ~~Annex BA~~ and ~~Annex CB~~.

217. ~~244.~~ “*Subscription Purchase Price*” means the purchase price for the Combined Company ~~First Lien Term Loans and Combined Company~~ Second Lien ~~PIK~~Term Loans ~~plus, if applicable, the New Class B Units~~ acquired by a Rights ~~Offerings~~Offering Participant pursuant to the Rights ~~Offerings~~Offering and as calculated in accordance with such Rights ~~Offerings~~Offering Participant’s Subscription Form.

218. ~~245.~~ “*Term Loan Subordination Agreement*” means, collectively, the certain subordination agreements under the Prepetition LC/Term Loan Financing Documents with respect to the relative rights and priorities of the Prepetition Term Loan Obligations and the Prepetition Term Secured Parties, compared to the Prepetition LC Obligations and the Prepetition LC Secured Parties (including, without limitation, Sections 9.04, 10.15, 10.17, and 12.06(j) of the Prepetition LC/Term Loan Agreement and the related provisions set forth in any Affiliate Assignment Agreement (as defined in the Prepetition LC/Term Loan Agreement)), which provide, among other things, that the Prepetition LC Obligations are “first out” in payment priority versus the Prepetition Term Loan Obligations, subject to the Prepetition LC/Term Loan Agent Expenses Priority.

219. ~~246.~~ “*Third Party Release*” means the release provision set forth in Article VIII.D hereof.

220. ~~247.~~ “*Third Party Releasees*” means, collectively, (a) each Debtor Releasee; (b) the Liquidating Trust; (c) the Liquidating Trustee; (d) Blackhawk; (e) VCLF; (f) the Combined Company; (g) the Prepetition Agents and Barclays Bank PLC, as predecessor Term Administrative Agent (under and as defined in the Prepetition LC/Term Loan Agreement) and any of their respective sub-agents; (h) the Prepetition Term Lenders; (i) the Prepetition LC Secured Parties; (j) the Prepetition ABL Secured Parties; (k) the Prepetition Noteholders; (l) the DIP Agent; (m) the DIP Lenders; (n) the ~~Rights Offering Backstop Parties~~Combined Company 1.5 Lien Term Loan Lenders; (o) the Committee; and (p) with respect to each of the foregoing Entities in clauses (a) through (o) (other than with respect to a final fee application of a Professional), all such Entities’ respective current and former Affiliates and all such Entities’ and such Affiliates’ respective current and former attorneys, financial advisors, consultants, representatives, advisors, accountants, investment bankers, investment advisors, actuaries, professionals, members (including ex officio members), officers, directors, employees, partners, subsidiaries, principals, agents, managers, administrators, trustees, managed funds, fund managers and representatives, and successors and assigns of each of the foregoing in their respective capacities as such; provided that any Holder of a Claim (other than a Committee Member) who votes to reject the Plan or who does not vote to accept or reject the Plan but who submits a Ballot opting out of the Third Party Release shall not be a Third Party Releasee.

221. ~~248.~~ “*Time-Based Note Incentive Program*” means the Debtors’ time-based incentive program for certain eligible employees as set forth more fully in the Disclosure Statement.

~~219. — “Transaction Support Agreement” means, collectively, (a) that certain Transaction Support Agreement, dated as of June 2, 2015, by and among the signatory parties thereto (as may be amended, modified, or supplemented from time to time) and (b) that certain First Amendment to Transaction Support Agreement, dated as of June 18, 2015, by and among the signatory parties thereto.~~

~~220. — “TSA Parties” means any and all signatories to the Transaction Support Agreement.~~

222. ~~221.~~ “*U.S. Trustee*” means the United States Trustee for the Eastern District of Virginia.

223. ~~222.~~ “*U.S. Trustee Fees*” means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

224. ~~223.~~ “UMWA” means the United Mine Workers of America.

225. ~~224.~~ “Undrawn LC Facility Claims” means the Prepetition LC Facility Claims on account of the letters of credit provided under the Prepetition LC Facility that are undrawn as of the Effective Date. The Undrawn LC Facility Claims are contingent and undisputed.

226. ~~225.~~ “Undrawn LC Facility Claims Reserve” has the meaning set forth in Article VI.B hereof.

227. ~~226.~~ “Undrawn LC Facility Claims Reserve Agent” means the Prepetition LC Agent or any other Entity or Entities designated by the Prepetition LC Agent after acceptance by such Entity or Entities to make or facilitate distributions that are to be made in connection with the Undrawn LC Facility Claims Reserve pursuant to the Plan.

228. ~~227.~~ “Unexpired Lease” means a lease to which one or more of the Debtors is a party that is subject to assumption or rejection under sections 365 or 1123 of the Bankruptcy Code.

229. ~~228.~~ “Unimpaired” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of section 1124 of the Bankruptcy Code and, with respect to Claim or Interest, a Claim or Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

230. ~~229.~~ “Unsecured” means not Secured.

231. ~~230.~~ “VCLF” means Virginia Conservation Legacy Fund, Inc. and ERP Compliant Fuels, LLC.

232. ~~231.~~ “VCLF APA” means that certain Asset Purchase Agreement dated as of August 16, 2015, as amended, modified, or supplemented from time to time, among VCLF and certain of the Debtors, including all schedules and exhibits thereto, which is attached to the Disclosure Statement as Exhibit K and shall be Filed with the Plan Supplement.

233. ~~232.~~ “VCLF Assumed Liabilities” shall have the same meaning as the term Assumed Liabilities set forth in Section 2.03 of the VCLF APA.

234. ~~233.~~ “VCLF Equity Grant” means the grant of equity securities set forth in Section 7.12 of the VCLF APA.

235. ~~234.~~ “VCLF Excluded Assets” shall have the same meaning as the term Excluded Assets set forth in Section 2.02 of the VCLF APA.

236. ~~235.~~ “VCLF Excluded Liabilities” shall have the same meaning as the term Excluded Liabilities set forth in Section 2.04 of the VCLF APA.

237. ~~236.~~ “VCLF Purchased Assets” shall have the same meaning as the term Purchased Assets set forth in Section 2.01 of the VCLF APA.

238. ~~237.~~ “VCLF Transaction” means the purchase and sale transaction contemplated by the VCLF APA.

239. ~~238.~~ “VCLF Transaction Documents” means the VCLF APA and each other document contemplated by the VCLF APA or entered into in connection with the VCLF Transaction.

240. ~~239.~~ “Voting Deadline” shall mean ~~September 11,~~ means October 2, 2015, at 4:00 p.m., prevailing Eastern Time.

241. ~~240.~~ “Voting Record Date” means the close of business on August 18, 2015.

242. ~~238.~~ “Wind Down” means the wind down, dissolution, and liquidation of (a) Reorganized Patriot or (b) the Liquidating Trust Assets following the Effective Date as set forth in Article IV. QP hereof.

243. “Winning Bid” shall have the same meaning as the term Winning Bid as set forth in the Bidding Procedures Order.

244. “Winning Bidder” shall have the same meaning as the term Winning Bidder as set forth in the Bidding Procedures Order.

#### *B. Rules of Interpretation*

For purposes of the Plan: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neutral gender shall include the masculine, feminine, and the neutral gender; (2) any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; (3) any reference herein to an existing document, schedule, or exhibit, whether or not Filed, having been Filed, or to be Filed shall mean that document, schedule, or exhibit, as it may thereafter be amended, modified, or supplemented upon prior notice to the Committee, Blackhawk, Prepetition Agents, and DIP Agent, without prejudice to any party’s rights; (4) any reference to an Entity as a Holder of a Claim includes that Entity’s successors and assigns; (5) unless otherwise specified, all references herein to “Articles” are references to Articles hereof or hereto; (6) unless otherwise specified, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (7) subject to the provisions of any contract, certificate of incorporation, by-law, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with the applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (8) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (9) the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (10) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (11) all references to docket numbers of documents Filed in the Chapter 11 Cases are references to the docket numbers under the Bankruptcy Court’s CM/ECF system; (12) all references to statutes, regulations, orders, rules of courts, and the like shall mean as amended, supplemented or otherwise modified from time to time, and as applicable to the Chapter 11 Cases, unless otherwise stated; (13) references to “Proofs of Claim,” “Holders of Claims,” “Disputed Claims,” and the like shall include “Proofs of Interest,” “Holders of Interests,” “Disputed Interests,” and the like as applicable; and (14) any immaterial effectuating provisions may be interpreted by the Debtors in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity. References in the Plan to the Debtors shall mean the Debtors after the 2012-13 Restructuring and prior to and on the Effective Date, and the Liquidating Trust after the Effective Date.

#### *C. Computation of Time*

The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed herein.

#### *D. Governing Law*

Unless a rule of law or procedure is supplied by federal law (including the Bankruptcy Code and Bankruptcy Rules) or unless otherwise specifically stated, the laws of the State of New York, without giving effect to the principles of conflict of laws that would dictate the application of another jurisdiction’s law, shall govern the rights, obligations, construction, and implementation of the Plan, and any agreements, documents, instruments, or contracts executed or entered into in connection with the Plan (except as otherwise set forth in those agreements, documents, instruments or contracts, in which case the governing law set forth in such agreement shall control with respect thereto).

*E. Reference to Monetary Figures*

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided herein.

*F. Controlling Document*

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan and the Plan Supplement, the terms of the Plan Supplement shall control unless stated otherwise in such Plan Supplement document. Notwithstanding anything to the contrary herein, in the event of an inconsistency between the Plan and the Disclosure Statement, on the one hand, and the Blackhawk APA, on the other hand, the Blackhawk APA shall control. ~~In the event of an inconsistency between the Plan and/or the Disclosure Statement, on the one hand, and one or both of the Backstop Commitment Agreements, on the other hand, the Backstop Commitment Agreement(s) shall control.~~

**ARTICLE II.  
DIP CLAIMS, ADMINISTRATIVE CLAIMS, AND PRIORITY TAX CLAIMS**

*A. Administrative Claims*

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors to the extent an Allowed Administrative Claim has not already been paid in full or otherwise satisfied during the Chapter 11 Cases, each Holder of an Allowed Administrative Claim will receive, in full and final satisfaction of its Allowed Administrative Claim, Cash equal to the amount of the unpaid portion of such Allowed Administrative Claim either: (1) if such Administrative Claim is Allowed as of the Effective Date, on the Effective Date; (2) if the Administrative Claim is not Allowed as of the Effective Date, the date on which an order of the Bankruptcy Court Allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; or (3) if the Allowed Administrative Claim is based on liabilities incurred by the Debtors' Estates in the ordinary course of their business after the Petition Date, pursuant to the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim, without any further action by the Holder of such Allowed Administrative Claim.

Except as otherwise provided by a Final Order previously entered by the Bankruptcy Court (including the OCP Order and the DIP Orders) or as provided by Article II.B hereof, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Debtors no later than the Administrative Claims Bar Date pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the requesting party by the Administrative Claims Objection Bar Date.

*B. Professional Compensation*

1. Final Fee Applications

All final requests for payment of Professional Fee Claims must be filed with the Bankruptcy Court and served on the Debtors (or the Liquidating Trustee) no later than the first Business Day that is sixty days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any prior orders of the Bankruptcy Court in the Chapter 11 Cases, the Allowed amounts of such Professional Fee Claims shall be determined by the Bankruptcy Court.

2. Professional Fee Escrow Account

On the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow. Funds held in the Professional Fee Escrow shall not be considered property of the Debtors' Estates or property of the Liquidating Trust,

but shall revert to the Liquidating Trust after all Professional Fee Claims allowed by the Bankruptcy Court have been irrevocably paid in full. The Professional Fee Escrow shall be held in trust for the Professionals and for no other parties until all Professional Fee Claims Allowed by the Bankruptcy Court have been paid in full. Professional Fees Claims shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow when such Claims are Allowed by an order of the Bankruptcy Court. No Liens, claims, or interests shall encumber the Professional Fee Escrow in any way, including with respect to any Liens, claims, or encumbrances securing the DIP Facility. Excess funds remaining in the Professional Fee Escrow Account after all Allowed Professional Fees have been paid shall be transferred to the Liquidating Trust or in accordance with the Description of the Transaction Steps, as applicable.

3. Post-Effective Date Fees and Expenses

Except as otherwise specifically provided in the Plan, on and after the Effective Date, the Debtors or the Liquidating Trustee, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors, the Committee as set forth in Article XII.D hereof, or the Liquidating Trust, as applicable. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code or the Interim Compensation Order in seeking retention for services rendered after such date shall terminate, and the Debtors may employ any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

C. *DIP Claims*

Pursuant to the DIP Orders, all DIP Claims constitute Allowed Claims. Except to the extent that a Holder of an Allowed DIP Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim, on the Effective Date each Holder of an Allowed DIP Claim shall receive its DIP Lender Distribution.

After the Effective Date, the Liquidating Trust shall continue to reimburse the DIP Agents, DIP Lenders, and Prepetition Agents for the reasonable fees and expenses (including reasonable and documented legal fees and expenses) incurred by the DIP Agents, DIP Lenders, and Prepetition Agents in accordance with the DIP Loan Documents and the DIP Orders. On the Effective Date, the Debtor shall fund, in cash, a deposit (the "Deposit") to cover any costs, fees, expenses and the like (collectively, the "Costs and Expenses") anticipated to be incurred by the DIP Agents, DIP Lenders, and Prepetition Agents in connection with the DIP Loan Documents (and the other costs and expenses provided in the last sentence of this section), including in connection with the release of collateral securing the DIP Claims; provided, however, that if the Deposit is insufficient to cover the amount of the Costs and Expenses, the Liquidating Trust shall pay the DIP Agents, DIP Lenders, and Prepetition Agents the amount of such shortfall upon a demand therefor accompanied by evidence of the incurrence of the Costs and Expenses; provided, further, however, that if the Deposit exceeds the ultimate amount of the Costs and Expenses actually incurred by the DIP Agents, DIP Lenders, and Prepetition Agents, the excess shall be promptly remitted to the Liquidating Trust. Any remaining amount of the Deposit shall be remitted to the Liquidating Trust within ninety days of the Effective Date. With respect to any professional fees included as part of the Costs and Expenses, such professional fees may be paid by the DIP Agents, DIP Lenders, and Prepetition Agents, as applicable, without advance notice to any other party; provided, however, that the DIP Agents, DIP Lenders, and Prepetition Agents, as applicable, shall provide evidence of the incurrence of such professional fees to the Liquidating Trustee. To the extent that any provisions of the DIP Loan Documents are of a type that survive repayment of the subject indebtedness (*e.g.*, confidentiality provisions, a duty to release collateral, indemnity provisions), such provisions shall remain in effect notwithstanding repayment of the DIP Claims.

D. *Priority Tax Claims*

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in sections 511 and 1129(a)(9)(C) of the Bankruptcy Code.

*E. U.S. Trustee Statutory Fees*

For the avoidance of doubt, all fees payable pursuant to section 1930 of title 28 of the United States Code due and payable through the Effective Date, and any interest accruing thereto, shall be paid by the Debtors on or before the Effective Date, and amounts due thereafter shall be paid by the Liquidating Trustee or as provided in the Description of the Transaction Steps in the ordinary until the entry of a final decree closing the respective Debtor's Chapter 11 Case. Any deadline for filing claims in these Chapter 11 Cases shall not apply to fees payable by the Debtors pursuant to section 1930 of title 28 of the United States Code or any interest accruing thereto.

**ARTICLE III.  
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

In accordance with section 1123(a)(1) of the Bankruptcy Code, DIP Claims, Administrative Claims, and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims and Interests set forth in this Article III.

*A. Summary of Classification*

All Claims and Interests, other than DIP Claims, Administrative Claims, and Priority Tax Claims, are classified in the Classes set forth in this Article III for all purposes, including voting, Confirmation, and distributions pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and is classified in other Classes to the extent that any portion of the Claim or Interest qualifies within the description of such other Classes. A Claim or Interest is also classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

1. Class Identification

The classification of Claims and Interests against each Debtor (as applicable) pursuant to the Plan is as set forth below. The Plan shall apply as a separate Plan for each of the Debtors, and the classification of Claims and Interests set forth herein shall apply separately to each of the Debtors. All of the potential Classes for the Debtors are set forth herein. Certain of the Debtors may not have Holders of Claims or Interests in a particular Class or Classes.

<b>Class</b>	<b>Claims and Interests</b>	<b>Status</b>	<b>Voting Rights</b>
Class 1 (all Debtors)	Other Priority Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 2 (all Debtors)	Secured Tax Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 3 (all Debtors)	Other Secured Claims	Unimpaired	Not Entitled to Vote (Deemed to Accept)
Class 4 (all Debtors)	Prepetition ABL Facility Claims	Impaired	Entitled to Vote
Class 5 (all Debtors)	Prepetition LC Facility Claims	Impaired	Entitled to Vote

Class	Claims and Interests	Status	Voting Rights
Class 6 (all Debtors)	Prepetition Term Loan Facility Claims	Impaired	Entitled to Vote
Class 7 (all Debtors)	Prepetition Notes Claims	Impaired	Entitled to Vote
Class 8 (all Debtors)	General Unsecured Claims	Impaired	Entitled to Vote
Class 9 (all Debtors)	Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 10 (all Debtors)	Intercompany Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 11 (all Debtors)	Equity Interests	Impaired	Not Entitled to Vote (Deemed to Reject)

*B. Treatment of Claims and Interests*

The treatment and voting rights provided to each Class for distribution purposes is specified below:

1. Class 1 - Other Priority Claims

- (a) *Classification:* Class 1 consists of all Other Priority Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and compromise of each and every Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim shall, at the sole option of the Debtors or the Liquidating Trustee, as applicable:
  - (i) be paid in full in Cash in an amount equal to such Allowed Other Priority Claim by the Debtors on the Effective Date or by the Liquidating Trustee after the Effective Date; or
  - (ii) otherwise be treated in any other manner such that the Allowed Other Priority Claim shall be rendered Unimpaired on the later of the Effective Date and the date on which such Other Priority Claim becomes an Allowed Other Priority Claim or as soon as reasonably practicable thereafter.
- (c) *Voting:* Class 1 is Unimpaired, and Holders of Class 1 Other Priority Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Other Priority Claims are not entitled to vote to accept or reject the Plan.

2. Class 2 - Secured Tax Claims

- (a) *Classification:* Class 2 consists of all Secured Tax Claims.



- (b) *Treatment:* Except to the extent that a Holder of an Allowed Secured Tax Claim agrees to a less favorable treatment for such Holder, in exchange for full and final satisfaction, settlement, release, and compromise of each and every Allowed Secured Tax Claim, each Holder of such Claim shall, at the sole option of the Debtors or the Liquidating Trustee, as applicable:
  - (i) be paid in full in Cash by the Debtors on the Effective Date in an amount equal to such Allowed Secured Tax Claim; or
  - (ii) be paid by the Debtors or the Liquidating Trustee (as applicable), commencing on the Effective Date and continuing over a period not exceeding 5 years from the Petition Date, equal semi-annual Cash payments in an aggregate amount equal to such Allowed Secured Tax Claim, together with interest at the applicable non-default contract rate under non-bankruptcy law, subject to the sole option of the Liquidating Trustee to prepay the entire amount of such Allowed Secured Tax Claim during such time period; or
  - (iii) be paid regular Cash payments by the Debtors (on the Effective Date) or the Liquidating Trustee (after the Effective Date), in a manner not less favorable than the most favored non-priority unsecured Claim provided for by the Plan.
- (c) *Voting:* Class 2 is Unimpaired, and Holders of Class 2 Secured Tax Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 2 Secured Tax Claims are not entitled to vote to accept or reject the Plan.

3. Class 3 - Other Secured Claims

- (a) *Classification:* Class 3 consists of all Other Secured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment for such Holder, in exchange for full and final satisfaction, settlement, release, and compromise of each and every Allowed Other Secured Claim, each Holder of such Claim shall, at the sole option of the Debtors or the Liquidating Trustee, as applicable:
  - (i) be paid in full in Cash in an amount equal to such Allowed Other Secured Claim by the Debtors on the Effective Date; or
  - (ii) receive the collateral securing any such Allowed Other Secured Claim and be paid any interest required to be paid under section 506(b) of the Bankruptcy Code; or
  - (iii) otherwise be treated in any other manner such that the Allowed Other Secured Claim shall be rendered Unimpaired on the later of the Effective Date and the date on which such Other Secured Claim becomes an Allowed Other Secured Claim or as soon as reasonably practicable thereafter.
- (c) *Voting:* Class 3 is Unimpaired, and Holders of Class 3 Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 3 Other Secured Claims are not entitled to vote to accept or reject the Plan.

4. Class 4 - Prepetition ABL Facility Claims

- (a) *Classification:* Class 4 consists of all Prepetition ABL Facility Claims.

- (b) *Allowance:* The Prepetition ABL Facility Claims shall be Allowed as Secured Claims in an aggregate amount with respect to drawn amounts under the Prepetition ABL Drawn LCs and undrawn amounts under the Prepetition ABL Undrawn LCs, respectively, not to exceed \$44,263,955 (plus any unpaid accrued interest, letter of credit fees, and unpaid reasonable fees and expenses as of the Effective Date, to the extent not paid pursuant to the Final DIP Order).
- (c) *Treatment:* Except to the extent that a Holder of a Prepetition ABL Facility Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Prepetition ABL Facility Claim:

(i) if the Payout Event occurs, its Payout Event Class 4 Distribution; or

(ii) if the Payout Event does not occur.

(A) ~~(i)~~ all indebtedness related to the Prepetition ABL Drawn LCs and all other unpaid Prepetition ABL Obligations:

(I) ~~(A)~~ shall be repaid in cash with proceeds from the Combined Company First Lien Term Loan or (at Blackhawk's option) with amounts drawn under the Combined Company New ABL; or

(II) ~~(B)~~ to the extent not so repaid, converted into loans drawn under the Combined Company New ABL on a dollar-for-dollar basis (so long as such Combined Company New ABL is in form and substance reasonably satisfactory to the Prepetition ABL Agent); and

(B) ~~(ii)~~ each Prepetition ABL Undrawn LC:

(I) ~~(A)~~ shall be replaced with letter(s) of credit issued (or deemed issued) ~~under the Combined Company First Lien L/C Facility or (at Blackhawk's option)~~ under the Combined Company New ABL; provided, that as a condition to such replacement being effective for purposes of this clause ~~(A)~~, each Prepetition ABL Undrawn LC to be considered so replaced shall have been returned to the issuer thereof undrawn or otherwise cancelled in a manner reasonably acceptable to the issuer of such Prepetition ABL Undrawn LC; and/or

(II) ~~(B)~~ shall be deemed a letter of credit issued under the Combined Company New ABL in an equal stated face amount (so long as such Combined Company New ABL is in form and substance reasonably satisfactory to the Prepetition ABL Agent); and/or

(III) ~~(C)~~ shall be provided with credit support (which may include cash collateralization with proceeds from the Combined Company First Lien Term Loan) on terms and in amount reasonably acceptable to Blackhawk, the issuer of such Prepetition ABL Undrawn LC and the Prepetition ABL Agent;

To the extent that any provisions of the Prepetition ABL Financing Documents are of a type that survive repayment of the subject indebtedness (e.g., confidentiality provisions, a

duty to release collateral, indemnity provisions), such provisions shall remain in effect notwithstanding repayment of the Prepetition ABL Facility; provided, however, that such surviving provisions shall not be an obligation of, nor shall they be binding upon, Blackhawk or the Combined Company.

- (d) *Voting*: Class 4 is Impaired under the Plan. Holders of Prepetition ABL Facility Claims are entitled to vote to accept or reject the Plan.

5. Class 5 - Prepetition LC Facility Claims

- (a) *Classification*: Class 5 consists of all Prepetition LC Facility Claims.
- (b) *Allowance*: The Prepetition LC Facility Claims shall be Allowed as Secured Claims in an aggregate amount with respect to drawn and undrawn amounts under the Prepetition LC Facility not to exceed \$200,000,000.<sup>2</sup>
- (c) *Treatment*: Except to the extent that a Holder of a Prepetition LC Facility Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed Prepetition LC Facility Claim, each such Holder thereof shall receive:
- (i) ~~with respect to Prepetition LC Facility Claims consisting of drawn amounts under the Prepetition LC Facility, such Holder's Pro Rata share of Combined Company First Lien Term Loans; and~~ if the Payout Event occurs, its Payout Event Class 5 Distribution; or
- ~~(ii) with respect to Prepetition LC Facility Claims consisting of undrawn amounts under the Prepetition LC Facility, letters of credit issued (or deemed issued) under the Combined Company First Lien L/C Facility or other credit support from the Combined Company First Lien Term Loan Facility;~~
- ~~(ii) provided, however, the sum of consideration provided pursuant to clauses (i) and (ii) of this Article III.B.5(c) shall not exceed an aggregate \$200,000,000 in Combined Company First Lien Term Loans and letters of credit issued under the Combined Company First Lien L/C Facility, as applicable~~ if the Payout Event does not occur, its Prepetition LC Facility Distribution.

To the extent that any provisions of the Prepetition LC/Term Loan Financing Documents relating to the Prepetition LC Facility are of a type that survive repayment of the subject indebtedness (*e.g.*, confidentiality provisions, a duty to release collateral, indemnity provisions), such provisions shall remain in effect notwithstanding repayment of the Prepetition LC Facility Claims; provided, however, that such surviving provisions shall not be an obligation of, nor shall they be binding upon, Blackhawk or the Combined Company.

- (d) *Voting*: Class 5 is Impaired under the Plan. Holders of Prepetition LC Facility Claims are entitled to vote to accept or reject the Plan.

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<sup>2</sup> This amount includes contingent claims on account of undrawn letters of credit provided under the Prepetition LC Facility, provided, however, that, upon the Effective Date, the Undrawn LC Facility Claims shall be deemed undisputed. If the Payout Event does not occur, such Undrawn LC Facility Claims shall be Allowed, without any further action, to the extent that undrawn letters of credit provided under the Prepetition LC Facility are subsequently drawn, and such Allowed Undrawn LC Facility Claims, if any, shall be satisfied from the Undrawn LC Facility Claims Reserve.

(e) Credit Bid: The Prepetition LC Facility Lenders' right to credit bid to purchase the Blackhawk Purchased Assets and/or the VCLF Purchased Assets is preserved.

6. Class 6 - Prepetition Term Loan Facility Claims

- (a) *Classification:* Class 6 consists of all Prepetition Term Loan Facility Claims.
- (b) *Allowance:* The Prepetition Term Loan Facility Claims shall be Allowed as Secured Claims in an aggregate amount not to exceed \$250,000,000.
- (c) *Treatment:* Except to the extent that a Holder of a Prepetition Term Loan Facility Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Prepetition Term Loan Facility Claim, each such Holder thereof shall receive:

(i) if the Payout Event occurs, its Payout Event Class 6 Distribution; or

(ii) if the Payout Event does not occur, its Prepetition Term Loan Facility Distribution.

To the extent that any provisions of the Prepetition Term Loan Facility are of a type that survive repayment of the subject indebtedness (e.g., confidentiality provisions, a duty to release collateral, indemnity provisions), such provisions shall remain in effect notwithstanding repayment of the Prepetition Term Loan Facility; provided, however, that such surviving provisions shall not be an obligation of, nor shall they be binding upon, Blackhawk or the Combined Company.

- (d) *Voting:* Class 6 is Impaired under the Plan. Holders of Prepetition Term Loan Facility Claims are entitled to vote to accept or reject the Plan.

7. Class 7 - Prepetition Notes Claims

- (a) *Classification:* Class 7 consists of all Prepetition Notes Claims.
- (b) *Allowance:* The Prepetition Notes Claims shall be Allowed as Secured Claims in an amount not to exceed \$305,504,339.
- (c) *Treatment:* Except to the extent that a Holder of a Prepetition Notes Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Prepetition Notes Claim, each such Holder thereof shall receive:

(i) if the Payout Event occurs, its Payout Event Class 7 Distribution; or

(ii) if the Payout Event does not occur, its Prepetition Notes ~~Payment~~Distribution.

- (d) *Voting:* Class 7 is Impaired under the Plan. Holders of Prepetition Notes Claims are entitled to vote to accept or reject the Plan.

8. Class 8 - General Unsecured Claims

- (a) *Classification:* Class 8 consists of all General Unsecured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to a less favorable treatment of its Allowed General Unsecured Claim, in full and

final satisfaction, settlement, release, and discharge of and in exchange for each Allowed General Unsecured Claim, each Holder thereof shall receive ~~its Pro Rata share of:~~

(i) ~~if the VCLF Transaction is consummated, the VCLF Equity Grant, as applicable, in accordance with the terms set forth in Section 7.12 of the VCLF APA;~~ or Payout Event occurs, its Payout Event Class 8 Distribution; or

(ii) ~~if the VCLF Transaction is not consummated, the Liquidating Trust Units, subject to the Liquidating Trust Funding Mechanism.~~ Payout Event does not occur, its General Unsecured Claims Distribution.

(c) *Voting:* Class 8 is Impaired under the Plan. Holders of Allowed General Unsecured Claims are entitled to vote to accept or reject the Plan.

9. Class 9 - Intercompany Claims

(a) *Classification:* Class 9 consists of all Intercompany Claims.

(b) *Treatment:* Intercompany Claims shall be cancelled without any distribution on account of such Interests.

(c) *Voting:* Class 9 is Impaired under the Plan. Holders of Intercompany Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

10. Class 10 - Intercompany Interests

(a) *Classification:* Class 10 consists of all Intercompany Interests.

(b) *Treatment:* Intercompany Interests shall be cancelled without any distribution on account of such Interests.

(c) *Voting:* Class 10 is Impaired under the Plan. Holders of Intercompany Interests are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

11. Class 11 - Equity Interests

(a) *Classification:* Class 11 consists of all Equity Interests.

(b) *Treatment:* On the Effective Date, all Equity Interests shall be cancelled without any distribution on account of such Interests.

(c) *Voting:* Class 11 is Impaired under the Plan. Holders of Equity Interests are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

C. *Special Provision Governing Unimpaired Claims*

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' rights in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

*D. Class Acceptance Requirement*

A Class of Claims shall have accepted the Plan if it is accepted by at least two-thirds (2/3) in amount of the Allowed Claims in such Class and more than one-half (1/2) in number of Holders of such Claims that have voted on the Plan.

*E. Elimination of Vacant Classes*

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptance or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

*F. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code*

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

*G. Controversy Concerning Impairment*

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date; provided that nothing shall affect or limit the Debtors', Blackhawk's, the Combined Company's, the DIP Lenders', Prepetition LC Secured Parties', Prepetition Term Secured Parties', Prepetition Notes Trustee's, the Prepetition Noteholders', ~~the First Lien Backstop Parties'~~ or the ~~Second~~Combined Company 1.5 Lien Backstop PartiesTerm Loan Lenders' applicable rights and defenses (whether legal or equitable) in respect of any such Claims, Interests, or Class of Claims or Interests.

**ARTICLE IV.  
MEANS FOR IMPLEMENTATION OF THE PLAN**

*A. Sources of Consideration for Plan Distributions*

The Confirmation Order shall be deemed to authorize, among other things, the Restructuring Transactions and the Combined Company 1.5 Lien Term Loan. All amounts and securities necessary for the Debtors (on the Effective Date), the Combined Company, VCLF, or Liquidating Trust (after the Effective Date), as applicable, to make payments or distributions pursuant to this Plan shall be obtained from, among other things, the liabilities assumed, consideration paid by Blackhawk, and Cash raised or held by the Debtors.

*B. Blackhawk Transaction*

Subject to the terms of the Blackhawk Transaction Documents, on the Effective Date, the Debtors shall consummate the Blackhawk Transaction and, among other things, the Blackhawk Purchased Assets shall be transferred to and vest in the Combined Company free and clear of all Liens, Claims, charges, or Encumbrances pursuant to sections 363 and 1123 of the Bankruptcy Code, the Confirmation Order, the Blackhawk APA and the other Blackhawk Transaction Documents. On the Effective Date, the Debtors shall consummate the transactions contemplated by the Blackhawk Transaction Documents pursuant to the terms thereof; provided that the conditions precedent set forth in the Blackhawk Transaction Documents have been satisfied or waived in accordance with the terms thereof. Upon entry of the Confirmation Order by the Bankruptcy Court, all matters provided for under the Blackhawk APA and the other Blackhawk Transaction Documents will be deemed authorized and approved without any requirement of further act or action by the Debtors' shareholders or the Debtors' boards of directors. The Debtors are authorized to execute and deliver, and to consummate the transactions contemplated by, the Blackhawk

Transaction Documents, as well as to execute, deliver, file, record and issue any notes, documents (including UCC financing statements), or agreements in connection therewith, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

On and after the Effective Date, the Combined Company may use, acquire, or dispose of property without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Neither Blackhawk, the Combined Company, nor any of their Affiliates shall be deemed, as a result of any action taken in connection with the Blackhawk Transaction Documents, the consummation of the Blackhawk Transaction and any other transaction contemplated by the Blackhawk Transaction Documents, or the transfer or operation of the Blackhawk Purchased Assets (~~a~~1) to be a legal successor, or otherwise be deemed a successor to all or any of the Debtors; (~~b~~2) to have, de facto or otherwise, merged with or into all or any of the Debtors; (~~e~~3) to be an alter ego or a continuation of all or any of the Debtors; or (~~e~~4) to have any responsibility for any obligations of all or any of the Debtors based on any theory of successor or similar theories of liability, including, without limitation, pursuant to the Black Lung Act or the UMWA 1974 Pension Plan.

Without limiting the generality of the foregoing, except as otherwise expressly provided in the Blackhawk Transaction Documents, Blackhawk, the Combined Company and all of their Affiliates shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and neither Blackhawk, the Combined Company nor any of their affiliates shall have successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor, employment or benefits law, de facto merger or substantial continuity, whether known or unknown as of the closing, then existing or hereafter arising, whether fixed or contingent, asserted or unasserted, liquidated or unliquidated, with respect to the Debtors or their affiliates or any obligations of the Debtors or their affiliates arising prior to the closing, including, but not limited to, liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Blackhawk Purchased Assets prior to the closing.

The transactions contemplated by the Blackhawk Transaction Documents are undertaken by the Debtors and Blackhawk without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided therein to consummate the sale contemplated thereunder shall not affect the validity of such sale (including the assumption, assignment and/or transfer of any Executory Contract or Unexpired Lease), unless such authorization and consummation of such sale are duly stayed pending such appeal. Blackhawk is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code as applicable.

On the Effective Date, (~~a~~1) the Combined Company, solely in accordance with its operating documents, is authorized to enter into each of the Combined Company Debt Facilities as well as any notes, documents or agreements delivered in connection therewith, including, without limitation, any documents required in connection with the creation or perfection of liens in connection therewith and an intercreditor agreement governing the respective priorities and rights among the Combined Company Debt Facilities; (~~b~~2) upon the granting of such liens in accordance with the Combined Company Debt Documents and the consummation of the Combined Company Debt Facilities, the lenders under the Combined Company Debt Facilities, including the Prepetition ABL Secured Parties and the Prepetition LC Secured Parties to the extent lenders under the Combined Company Debt Facilities as contemplated by the Plan, shall have valid, binding and enforceable liens on the collateral specified in the documents and agreements governing the Combined Company Debt Facilities; and (~~e~~3) upon the granting of such guarantees, mortgages, pledges, liens and other security interests in accordance with the Combined Company Debt Documents and the consummation of the Combined Company Debt Facilities, the guarantees, mortgages, pledges, liens and other security interests granted to secure the obligations arising under the Combined Company Debt Facilities shall be granted in good faith as an inducement to the respective lenders under the Combined Company Debt Facilities to extend credit thereunder and shall be deemed not to constitute a fraudulent conveyance or fraudulent transfer, shall not otherwise be subject to avoidance, and the priorities of such liens and security interests shall be as set forth in the documents and agreements governing the Combined Company Debt Facilities, including any applicable intercreditor agreements.

Notwithstanding anything in the Plan to the contrary, the Blackhawk Transaction Documents are the only documents that govern the Blackhawk Transaction and, for the avoidance of doubt, the VCLF Transaction Documents

shall have no effect on the Blackhawk Transaction, Blackhawk, or the Combined Company. [A copy of the Blackhawk APA and a summary of the Blackhawk Transaction shall be Filed with the Plan Supplement.](#)

[For the avoidance of doubt, the Debtors may implement an Alternative Transaction \(as defined in the Bidding Procedures Order\) and implement the Payout Event as set forth herein and in the Bidding Procedures Order.](#)

C. *Rights Offering*

The Rights ~~Offerings~~Offering shall consist of a distribution of the Rights in respect of, ~~in the case of the Combined Company~~ First Lien ~~Rights Offering, Rights Offering~~Term Loans, and ~~in the case of the Combined Company~~ Second Lien ~~Rights Offering, Rights Offering~~Loans and Rights Offering UnitsTerm Loans. The Rights ~~Offerings~~Offering will be conducted in accordance with the Rights ~~Offerings~~Offering Procedures ~~and the Backstop Commitment Agreements~~ and shall be open to Persons that are the Rights Offering Participants as of the Rights Offering Record Date.

Any participation in the ~~First Lien Rights Offering and the Second Lien~~ Rights Offering shall be Pro Rata for each Holder of Allowed Prepetition ~~Term Loan~~LC Facility Claims or Allowed Prepetition ~~Notes~~Term Loan Facility Claims, as applicable, based on such Holder's face amount ownership of the Prepetition LC Facility Claims or Prepetition Term Loan Facility ~~or Prepetition Notes~~, as applicable, relative to the total face amount of the Prepetition LC Facility Claims or Prepetition Term Loan Facility ~~or Prepetition Notes~~, as applicable. ~~The Rights Offerings shall be backstopped by the Rights Offering Backstop Parties.~~ shall be issued to Holders of Prepetition LC Facility Claims on a Pro Rata basis and to Holders of Prepetition Term Loan Facility Claims. For the avoidance of doubt, if the Rights are oversubscribed, Rights will be issued (1) first, to the Holders of Prepetition LC Facility Claims and (2) second, to Holders of Prepetition Term Loan Facility Claims, and any oversubscription within a Class shall be cut back Pro Rata within such Class.

To exercise Rights, a Rights ~~Offerings~~Offering Participant must timely deliver a duly completed and executed Subscription Form and the other documents referenced therein and the Subscription Purchase Price (as calculated pursuant to the Subscription Form) by wire transfer or bank or cashier's check, as set forth in the Subscription Form, in accordance with the Rights ~~Offerings Procedures; provided, however, that any Backstop Party's Subscription Purchase Price and any amount in respect of a Backstop Party's Backstop Allocation must each be received on or before the Effective Date~~Offering Procedures.

A Holder of Claims eligible to participate in ~~one or both~~the Rights ~~Offerings, as applicable,~~Offering shall be deemed to have relinquished and waived all rights to participate in the Rights ~~Offerings~~Offering to the extent the Subscription Agent for any reason does not receive from such Holder, on or before the Subscription Deadline, a duly completed and executed Subscription Form and the other documents referenced therein and the Subscription Purchase Price (as calculated pursuant to the Subscription Form) by wire transfer or bank or cashier's check, as set forth in the Subscription Form, with respect to such Holder's Rights. The funds contained in the Subscription Accounts shall be refunded to the Rights ~~Offerings~~Offering Participants in accordance with the Rights ~~Offerings Procedures; provided, however, in accordance with the Rights Offering Procedures, the funds contained in the Subscription Accounts shall be refunded to the Rights Offerings Participants (including, for the avoidance of doubt, the Backstop Parties) on the earlier of: (i) the date that is five (5) business days after the Closing Date, unless otherwise agreed by the Backstop Parties in accordance with the terms of the Backstop Commitment Agreements and (ii) October 30, 2015.~~Offering Procedures.

~~Each Right is being~~The Combined Company First Lien Term Loans and the Combined Company Second Lien Term Loans to be issued ~~without registration under the Securities Act, in reliance upon federal, state and foreign exemptions from registration requirements for transactions not involving any public offering. The Rights Offering Loans and Rights Offering Units~~in connection with the Rights Offering are being issued without registration under the Securities Act, ~~in reliance upon federal, state and foreign exemptions from registration requirements for transactions not involving any public offering or any other state or foreign securities law.~~



*D. VCLF Transaction*

Subject to the terms of the VCLF Transaction Documents, on the Effective Date, the Debtors shall consummate the VCLF Transaction and, among other things, the VCLF Purchased Assets shall be transferred to and vest in VCLF free and clear of all Liens, Claims, charges, or Encumbrances pursuant to sections 363 and 1123 of the Bankruptcy Code, the Confirmation Order, the VCLF APA and the other VCLF Transaction Documents. On the Effective Date, the Debtors shall consummate the transactions contemplated by the VCLF Transaction Documents pursuant to the terms thereof; provided that the conditions precedent set forth in the VCLF Transaction Documents have been satisfied or waived in accordance with the terms thereof. Upon entry of the Confirmation Order by the Bankruptcy Court, all matters provided for under the VCLF APA and the other VCLF Transaction Documents will be deemed authorized and approved without any requirement of further act or action by the Debtors' shareholders or the Debtors' boards of directors. The Debtors are authorized to execute and deliver, and to consummate the transactions contemplated by the VCLF Transaction Documents, as well as to execute, deliver, file, record and issue any notes, documents (including UCC financing statements), or agreements in connection therewith, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

The transactions contemplated by the VCLF Transaction Documents are undertaken by the Debtors and VCLF without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided therein to consummate the sale contemplated thereunder shall not affect the validity of such sale (including the assumption, assignment and/or transfer of any Executory Contract or Unexpired Lease), unless such authorization and consummation of such sale are duly stayed pending such appeal. VCLF is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code as applicable.

*E. General Settlement of Claims*

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies resolved pursuant to the Plan.

*F. Listing of Securities*

None of the securities issued in connection with the Blackhawk Transaction (including the ~~Rights Offering Units~~Combined Company Warrants and ~~any New~~the Class B Units that may be purchased in accordance therewith) will be listed on a national securities exchange and the Combined Company will not be a reporting company under the Securities Exchange Act upon the Effective Date.

The offering, issuance, and distribution of any securities in connection with the VCLF Transaction shall be exempt from, among other things, the registration and prospectus delivery requirements of section 5 of the Securities Act and any other applicable state or federal law requiring registration and/or prospectus delivery prior to the offering, issuance, distribution, or sale of securities to the fullest extent permitted by law pursuant to section 1145 of the Bankruptcy Code. In addition, under section 1145 of the Bankruptcy Code, any securities issued in connection with the VCLF Transaction and any and all agreements associated therewith, shall be subject to: (1) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act; (2) compliance with any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments; (3) the restrictions, if any, on the transferability of such securities and instruments, including those set forth in the VCLF Transaction Documents; and (4) applicable regulatory approval, if any.

*G. Release of Liens*

Except as otherwise provided herein or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, the Blackhawk APA, the VCLF APA, as applicable, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, and compromised.

Except as otherwise provided in the Blackhawk APA, on the Effective Date all Blackhawk Purchased Assets shall be transferred to the Combined Company free and clear of all Claims, Liens, Encumbrances or Interests pursuant to Sections 363, 365, 1123 and the other applicable sections of the Bankruptcy Code.

Except as otherwise provided in the VCLF APA, on the Effective Date all VCLF Purchased Assets shall be transferred to VCLF free and clear of all Claims, Liens, Encumbrances or Interests pursuant to Sections 363, 365, 1123 and the other applicable sections of the Bankruptcy Code.

*H. Cancellation of Securities and Agreements*

On the Effective Date, except as otherwise specifically provided for in the Plan: (1) the obligations of the Debtors under the Prepetition Notes Documents, and any other certificate, share, note, bond, indenture, purchase right, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest, equity or profits interest in the Debtors or any warrants, options or other securities exercisable or exchangeable for, or convertible into, debt, equity, ownership or profits interests in the Debtors giving rise to any Claim or Interest, shall be cancelled as to the Debtors, and the Liquidating Trust shall not have any continuing obligations thereunder; (2) the obligations of the Debtors under the DIP Facility, the Prepetition ABL Facility, the Prepetition LC Facility, the Prepetition Notes Documents and the Prepetition Term Loan Facility shall be fully released, settled, and compromised as to the Debtors, and the Liquidating Trust shall not have any continuing obligations thereunder (and the commitments and obligations (if any) of any of the Prepetition ABL Secured Parties, the Prepetition LC Secured Parties, and/or any of Prepetition Term Secured Parties to extend any further or future credit or financial accommodations to any of the Debtors, any of their respective subsidiaries or any of their respective successors or assigns under the Prepetition ABL Financing Documents or the Prepetition LC/Term Loan Financing Documents, as applicable, shall fully terminate and be of no further force or effect); and (3) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indentures, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be fully released, settled, and compromised; provided that notwithstanding Confirmation or the occurrence of the Effective Date, any such indenture or agreement that governs the rights of the Holder of a Claim or Interest shall continue in effect solely for purposes of allowing such Holders to receive distributions under the Plan as provided herein. None of the terms and conditions hereof, Confirmation or the occurrence of the Effective Date shall (a) constitute a release, waiver, discharge or other modification of any obligations under any of the Intercreditor Agreements owed by any Prepetition Secured Party to any other Prepetition Secured Party pursuant to the terms thereof or (b) prejudice the relative rights, remedies, powers and privileges of any of the Prepetition Secured Parties pursuant to any of the Intercreditor Agreements, including, without limitation, any such rights to enforce the terms and conditions of any Intercreditor Agreement that a Prepetition Secured Party is party to or bound by against any other Prepetition Secured Party party thereto or bound thereby, subject to the Prepetition LC/Term Loan Agent Expenses Priority.

*I. Restructuring Transactions*

On the Effective Date or as soon as reasonably practicable thereafter, the Debtors, with the consent of the DIP Lenders, ~~the DIP Lenders~~, the Liquidating Trust, Blackhawk, VCLF, and the Combined Company, each as applicable, may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions under and in connection with the Plan, the Blackhawk Transaction Documents, ~~and~~ the VCLF Transaction Documents, and the Liquidating Trust Agreement, each as applicable.

*J. Corporate Action*

Upon the Effective Date, all actions contemplated by the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable, shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers or officers of the Debtors, or the Liquidating Trust, or any other Entity or Person, including: (1) execution of, entry into and performance under the Blackhawk Transaction Documents; (2) execution of, entry into and performance under the VCLF Transaction Documents; (3) ~~execution of, entry into and performance under the Backstop Commitment Agreements;~~ (4) adoption or assumption, as applicable, and assignment to the Combined Company ~~or~~, VCLF, or the Liquidating Trust, as applicable, of Executory Contracts and Unexpired Leases; (5) selection of the managers and officers for the Combined Company; (6) the issuance and distribution of the Rights Combined Company Warrants as provided herein; ~~(7) the issuance and distribution of the New Class B Units as provided herein; and (8)~~ (6) all other acts or actions contemplated, or reasonably necessary or appropriate to promptly consummate the transactions contemplated by, the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable, and each of the foregoing documents or agreements (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or the Liquidating Trust Agreement involving the company structure of the Debtors, the Combined Company, or VCLF, as applicable, and any company action required by the Debtors, the Liquidating Trust, Blackhawk, or VCLF in connection therewith, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, authorized persons or officers of the Debtors, Blackhawk, or VCLF, as applicable.

On or (as applicable) prior to the Effective Date, the appropriate officers, managers or authorized persons of the Debtors or the Liquidating Trust (including, any vice-president, president, chief executive officer, treasurer or chief financial officer thereof), as applicable, shall be authorized and directed to issue, execute and deliver the agreements, documents, securities, certificates of incorporation, certificates of formation, bylaws, operating agreements, and instruments contemplated by the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable, (or necessary or desirable to effect the transactions contemplated by the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable) in the name of and on behalf of the Debtors or the Liquidating Trust, as applicable, including any and all agreements, documents, securities and instruments relating to the foregoing. The authorizations and approvals contemplated by this Article IV.J shall be effective notwithstanding any requirements under non-bankruptcy law.

~~*K. Prepetition Notes Payment*~~

~~In order to receive a Prepetition Notes Payment, a holder of a Prepetition Notes Claim must certify that such holder is an Eligible Holder by delivering a fully executed Prepetition Notes Eligibility Certificate to the Subscription Agent by the Prepetition Notes Eligibility Certificate Deadline.~~

~~On the Effective Date, all parties that receive Class B Units pursuant to a Prepetition Notes Payment shall be deemed to be parties to the Blackhawk LLC Agreement, without the need for execution by any such party. The Blackhawk LLC Agreement shall be binding on all parties receiving, and all holders of, such Class B Units regardless of whether such parties execute the Blackhawk LLC Agreement. Notwithstanding the foregoing, for purposes of receiving the Prepetition Notes Payment, each applicable Eligible Holder shall execute and deliver to the Subscription Agent the Blackhawk LLC Agreement Joinder. Until an Eligible Holder of a Prepetition Notes Claim provides its fully executed Blackhawk LLC Agreement Joinder, all of its distributions under this Plan shall be deemed an undeliverable distribution pursuant to Article VI.D of the Plan.~~

*L. Effectuating Documents; Further Transactions*

On and after the Effective Date, the Liquidating Trust and the managers, officers, authorized persons and members of the board of managers thereof, or the Liquidating Trustee, as applicable, are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, the Liquidating

Trust Agreement, as applicable, and the securities issued pursuant to the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable.

L. ~~M.~~ *Exemption from Certain Taxes and Fees*

Pursuant to section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer of property, pursuant to or in connection with this Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate federal, state or local (domestic or foreign) governmental officials or agents to forgo the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents evidencing such action or event without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (1) the Blackhawk Transaction; (2) the VCLF Transaction; (3) the creation of any mortgage, deed of trust, Lien or other security interest; (4) the making or assignment of any lease or sublease; (5) any Restructuring Transaction; (6) the issuance, distribution and/or sale of any of the ~~New Class B Units, the Rights,~~ Combined Company Warrants and any other securities of the Debtors or the Combined Company; or (7) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents, including: (a) any merger agreements; (b) agreements of consolidation, restructuring, disposition, liquidation, or dissolution; (c) deeds; (d) bills of sale; or (e) assignments executed in connection with any Restructuring Transaction occurring under the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents.

M. ~~N.~~ *D&O Liability Insurance Policies*

Notwithstanding anything herein to the contrary, as of the Effective Date, all of the D&O Liability Insurance Policies shall be either assumed by the Liquidating Trust pursuant to section 365(a) of the Bankruptcy Code or assumed as set forth in the Description of ~~The~~the Transaction Steps, as applicable. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained herein, Confirmation of the Plan shall not discharge, impair, or otherwise modify any obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such obligation shall be deemed and treated as an Executory Contract that has been assumed by the Liquidating Trust under the Plan as to which no Proof of Claim need be Filed or treated as set forth the Description of ~~The~~the Transaction Steps, as applicable.

N. ~~O.~~ *Indemnification Provisions*

Notwithstanding anything herein to the contrary or pursuant to the termination, dissolution, or wind down of any or all of the Debtors, the Debtors (if necessary to continue all Indemnification Provisions in full force), as of the Effective Date, shall be deemed to have assumed all Indemnification Provisions and assigned such provisions to the Liquidating Trust as though such Indemnification Provisions were to have full force and effect; provided that the assumption by the Debtors of the Indemnification Provisions and the assignment thereof to the Liquidating Trust shall not be deemed to be an assumption or assignment of the contract, agreement, resolution, instrument or document in which such Indemnification Provisions are contained, memorialized, agreed to, embodied or created (or any of the other terms or provisions thereof) unless, and only to the extent that, such contract, agreement, resolution, instrument or document is a Blackhawk Purchased Asset. All Indemnification Provisions in place on and prior to the Effective Date for current and former officers, directors, managers and employees of the Debtors and their subsidiaries and such current and former officers', directors', managers', and employees' respective Affiliates shall survive the Effective Date for all Claims related to or in connection with, without limitation, any actions, omissions or transactions occurring prior to the Effective Date; provided that notwithstanding anything herein to the contrary, the Debtors shall not indemnify or assume any Indemnification Provision as to any of the Non-Released Parties for any matter; provided further that, for the avoidance of doubt, in no circumstance shall the Debtors indemnify or assume any indemnification obligation with respect to Peabody or Arch. For the avoidance of doubt, nothing herein shall limit the rights of Blackhawk or the Combined Company against, or the obligations of, any Person or Entity that is a party to any

Blackhawk Transaction Documents or any other contract with Blackhawk or the Combined Company, including any contract that is a Blackhawk Purchased Asset.

Q. ~~P.~~ *Preservation of Rights of Action*

In accordance with section 1123(b) of the Bankruptcy Code, and except where such Causes of Action have been expressly released, sold or otherwise transferred (including, for the avoidance of doubt, pursuant to Blackhawk Transaction Documents, the VCLF Transaction Documents, and the DIP Orders), the Liquidating Trust shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, ~~including any actions specifically enumerated in the Plan Supplement~~, and the Liquidating Trustee's rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Liquidating Trustee may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Liquidating Trust. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors, Blackhawk, VCLF, or the Liquidating Trustee, as applicable, will not pursue any and all available Causes of Action against them. Except with respect to Causes of Action as to which the Debtors have released, sold or otherwise transferred to, any Person or Entity on or prior to the Effective Date (pursuant to the Debtor Release, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or otherwise), the Debtors or the Liquidating Trustee, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, sold or otherwise transferred, compromised, or settled in the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or a Bankruptcy Court order, the Liquidating Trustee expressly reserves all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

P. ~~Q.~~ *Wind Down and Dissolution of the Debtors*

On and after the Effective Date, the Wind Down and dissolution of the Debtors shall occur pursuant to the Liquidating Trust Agreement and/or the Description of ~~The~~the Transaction Steps, as applicable, any other provision of the Plan, and any applicable orders of the Bankruptcy Court.

Q. ~~R.~~ *Liquidating Trust*

If the VCLF Transaction is not consummated, on the Effective Date, the Liquidating Trust will be formed to purchase the Liquidating Trust Assets and implement the Wind Down. The Liquidating Trust will be established for the primary purpose of purchasing and subsequently liquidating the Liquidating Trust Assets and winding down the Debtors' Estates, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidating Trust. Upon the transfer of the Liquidating Trust Assets as more fully set forth in the Liquidating Trust Agreement, the Debtors will have no reversionary or further interest in or with respect to the Liquidating Trust Assets. For all federal income tax purposes, the beneficiaries of the Liquidating Trust will be treated as grantors and owners thereof and it is intended that the Liquidating Trust be classified as a liquidating trust under Section 301.7701-4 of the Treasury Regulations. Accordingly, for federal income tax purposes, it is intended that the beneficiaries of the Liquidating Trust be treated as if they had received an interest in the Liquidating Trust's assets and then contributed such interests to the Liquidating Trust. The Liquidating Trust will, in an expeditious but orderly manner, liquidate and convert to Cash the Liquidating Trusts Assets, make timely distributions to the beneficiaries of the Liquidating Trust pursuant to the Plan and the Confirmation Order, and not unduly prolong its duration. The Liquidating Trust will not be deemed a successor in interest to the Debtors. Upon the termination of the Liquidating Trust, any excess funds shall be paid to Holders of Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims on a Pro Rata basis (based upon such Holder's face amount Allowed Claim relative to the total face amount of all Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims) as set forth in the Liquidating Trust Agreement.

R. ~~S.~~ *Liquidating Trustee*

Prior to the commencement of the Confirmation Hearing, the Liquidating Trustee shall be identified by the Debtors, after consultation with the Consultation Parties. If the VCLF Transaction is not consummated, the Liquidating Trustee shall purchase the Liquidating Trust Assets and conduct the Wind Down and shall succeed to such powers as would have been applicable to the Debtors' officers, directors, and shareholders, and the Debtors shall be authorized to be (and, upon the conclusion of the Wind Down, shall be) dissolved by the Liquidating Trustee, all in accordance with the Liquidating Trust Agreement. All property of the Estates not distributed to the Holders of Claims or Interests on the Effective Date, or transferred pursuant to the Blackhawk Transaction Documents, shall be transferred to the Liquidating Trust and managed and distributed by the Liquidating Trustee pursuant to the terms of the Liquidating Trust Agreement and shall be held in the name of the Debtors free and clear of all Claims and Interests except for rights to such distributions provided to Holders of Allowed Claims and Allowed Interests as provided in the Plan. As soon as possible after the Effective Date, the Liquidating Trust shall make a good faith valuation of assets of the Liquidating Trust, and such valuation shall be used consistently by all parties for all federal income tax purposes. Any and all reasonable and documented costs and expenses incurred by the Liquidating Trustee in connection with the Wind Down shall be paid from the funds of the Liquidating Trust, subject to the terms and conditions of the Liquidating Trust Agreement. The Liquidating Trustee shall only file tax returns for Debtors in jurisdictions where such Debtor previously filed tax returns, unless the Liquidating Trustee determines that a tax return is required to be filed due to a change in law, fact, or circumstance on or after the Effective Date. Following the Effective Date and in the event of the resignation or removal, liquidation, dissolution, death, or incapacity of the Liquidating Trustee, the Liquidating Trust Agreement shall provide for the appointment of the successor Liquidating Trustee and, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of the predecessor Liquidating Trustee.

The Person chosen to be the successor Liquidating Trustee shall have such qualifications and experience to enable the Liquidating Trustee to perform his or her obligations under the Plan and under the Liquidating Trust Agreement. The Liquidating Trustee shall be compensated and reimbursed for reasonable costs and expenses as set forth in, and in accordance with, the Liquidating Trust Agreement.

S. ~~T.~~ *Notice of Implementation of VCLF Transaction or Liquidating Trust*

Prior to, on, or after the Effective Date, the Debtors will file a notice with the Bankruptcy Court indicating whether the Plan shall implement the VCLF Transaction (or a higher or better transaction) or the Liquidating Trust.

**ARTICLE V.  
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

*A. Assumption and Assignment of Executory Contracts and Unexpired Leases*

On the Effective Date, the Debtors shall assume and assign the Assumed Contracts and Assumed Leases (each as defined in the Blackhawk APA) to the Combined Company. In addition, on the Effective Date, the Debtors shall assume such Executory Contracts to be assumed and assigned to VCLF or the Liquidating Trust, as applicable.

The Plan Supplement shall contain the Schedule of Assumed Executory Contracts and Unexpired Leases. The Debtors may, at any time on or prior to the Effective Date, amend the Schedule of Assumed Executory Contracts and Unexpired Leases in compliance with and in the manner set forth in the Blackhawk Transaction Documents, the VCLF Transaction Documents, or the Liquidating Trust Agreement, as applicable. Notwithstanding anything to the contrary in the Plan, unless otherwise approved in writing in advance by Blackhawk or VCLF, as applicable, the Debtors shall not assume and assign to the Combined Company or VCLF any employment agreement and employee benefit plan except for those employment agreements and employee benefit plans specifically set forth in the Blackhawk Transaction Documents or the VCLF Transaction Documents and, with respect to such employment agreements, only if the employee counterparty thereto executes and delivers to the Debtors and the Combined Company of VCLF, as applicable, an amendment, consent and acknowledgment agreement described in the Blackhawk Transaction Documents in form and substance acceptable to Blackhawk or VCLF, as applicable.

The Confirmation Order shall constitute an order of the Bankruptcy Court under sections 365 and 1123(b) of the Bankruptcy Code approving the assumptions and assignments or rejections described above as of the Effective Date. Unless otherwise indicated, all assumptions and assignments or rejections of Executory Contracts and Unexpired Leases in the Plan will be effective as of the Effective Date. Each Executory Contract and Unexpired Lease assumed and assigned pursuant to the Plan or by Bankruptcy Court order, shall vest in and be fully enforceable by the applicable assignee in accordance with its terms, except as such terms may have been modified by order of the Bankruptcy Court.

Notwithstanding the foregoing paragraph or anything contrary herein, but subject to the terms of the Blackhawk Transaction Documents or the VCLF Transaction Documents, as applicable, the Debtors, Blackhawk, and VCLF reserve their respective rights to alter, amend, modify or supplement the Executory Contracts and Unexpired Leases identified in the Plan Supplement prior to the Confirmation Date.

To the extent any provision in any Executory Contract or Unexpired Lease assumed or assumed and assigned (as applicable) pursuant to this Plan (including, without limitation, any "change of control" provision) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, or is modified, breached or terminated, or deemed modified, breached or terminated by, (~~§1~~) the commencement of these Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (~~§2~~) any Debtor's assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease, or (~~§3~~) the Confirmation or consummation of this Plan, then such provision shall be deemed modified such that the transactions contemplated by this Plan shall not entitle the non-debtor party thereto to modify or terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease shall be deemed satisfied by the Confirmation of the Plan.

For the avoidance of doubt, any Executory Contract or Unexpired Lease not expressly assumed or assumed and assigned pursuant to this Plan (including the Plan Supplement) shall be deemed rejected as of the Effective Date.

*B. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases*

Any Executory Contracts or Unexpired Leases to be assumed and assigned pursuant to the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents that are, or may be, alleged to be in default, shall be satisfied solely by payment of the Cure Cost or by an agreed-upon waiver of the Cure Cost on the Effective Date or as soon as reasonably practicable thereafter or on such other terms as the Combined Company or VCLF, as applicable, and the counterparties to each such Executory Contract or Unexpired Lease may otherwise agree.

The Debtors caused notices of proposed assumptions and assignments to the Combined Company and proposed Cure Costs and for procedures for objecting thereto and resolution of disputes by the Bankruptcy Court to be served on applicable counterparties. The Debtors will cause notices of proposed assumptions assignments to VCLF and proposed Cure Costs and for procedures thereto and resolution of disputes by the Bankruptcy Court to be served on applicable counterparties. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related Cure Cost must be filed, served and actually received by the Debtors by the Confirmation Objection Deadline. Any counterparty to an Executory Contract and Unexpired Lease that fails to object timely to the proposed assumption or Cure Cost will be deemed to have assented to such matters.

In the event of a dispute regarding: (1) the amount of any Cure Cost; (2) the ability of the Combined Company or VCLF to provide "adequate assurance of future performance" within the meaning of section 365(b) of the Bankruptcy Code, if applicable, under the Executory Contract or the Unexpired Lease to be assumed; or (3) any other matter pertaining to assumption and/or assignment, then such Cure Costs shall be paid following the entry of a Final Order resolving the dispute and approving the assumption and assignment of such Executory Contracts or Unexpired Leases or as may be agreed upon the Debtors, the Combined Company, or VCLF, as applicable, and the counterparty to such Executory Contract or Unexpired Lease; provided that the party who is liable for such cure cost shall have the authority to settle any dispute regarding the amount of any Cure Cost without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

Subject to any cure claims Filed with respect thereto, assumption or assumption and assignment of any Executory Contract or Unexpired Lease pursuant to this Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption or assumption and assignment, in each case as provided in section 365 of the Bankruptcy Code. Any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned by Final Order shall be deemed disallowed and expunged (subject to any cure claims Filed with respect thereto), without further notice to or action, order, or approval of the Bankruptcy Court.

*C. Claims Based on Rejection of Executory Contracts and Unexpired Leases*

Unless otherwise provided by an order of the Bankruptcy Court, any Proofs of Claim based on the rejection of the Debtors' Executory Contracts or Unexpired Leases pursuant to the Plan or otherwise, must be Filed with the Notice and Claims Agent no later than thirty days after the effective date of rejection of such Executory Contract or Unexpired Lease.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Estates, the Combined Company, VCLF, or their property, without the need for any objection by the Debtors or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.F hereof. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III.B hereof.

Any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to, action, order, or approval of the Bankruptcy Court.

*D. Preexisting Obligations to the Debtors Under Executory Contracts and Unexpired Leases*

Rejection or repudiation of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors under such contracts or leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Combined Company and VCLF each expressly reserves and does not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased, or services previously received, by the contracting Debtors, the Combined Company, or VCLF, as applicable, from counterparties to rejected or repudiated Executory Contracts or Unexpired Leases.

*E. Modifications, Amendments, Supplements, Restatements, or Other Agreements*

Unless otherwise provided in the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents. Nothing in the immediately preceding sentence shall be deemed to limit, supersede or change the provisions set forth in Article V.G.

*F. Insurance Policies*

Except with respect to those insurance policies and any agreements, documents or instruments relating thereto that are listed on the Schedule of Assumed Executory Contracts and Unexpired Leases or acquired by



Blackhawk pursuant to the Blackhawk APA or VCLF pursuant to the VCLF APA, all of the Debtors' insurance policies and any agreements, documents or instruments relating thereto shall be treated as Executory Contracts of the applicable Debtor under the Plan and the Bankruptcy Code and shall be assumed by the applicable Debtor and assigned to the Liquidating Trust in accordance with the terms of the Liquidating Trust Agreement and the Plan. For the avoidance of doubt, any insurance policies, the rights to the proceeds with respect to which are acquired by Blackhawk pursuant to the Blackhawk APA, shall be subject in all respects to section 2.01(l) of the Blackhawk APA. For the avoidance of doubt, any insurance policies, the rights to the proceeds with respect to which are acquired by VCLF pursuant to the VCLF APA, shall be subject in all respects to section 2.01(l) of the VCLF APA.

*G. Compensation and Benefit Programs*

All employment and severance policies, and all compensation and benefit plans, policies and programs of the Debtors applicable to their respective employees, retirees and directors, including, without limitation, all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life, accidental death and dismemberment insurance plans are treated as Executory Contracts under the Plan and on the Effective Date will be listed on the Schedule of Assumed Executory Contracts and Unexpired Leases and will be rejected unless any of the foregoing is a Blackhawk Purchased Asset or a VCLF Purchased Asset, as applicable, in accordance with the Blackhawk Transaction Documents or the VCLF Transaction Documents, as applicable, in which case the same shall be assumed and assigned to Combined Company or VCLF, as applicable, pursuant to the terms of the Plan and Blackhawk Transaction Documents or VCLF Transaction Documents, as applicable.

*H. Reservation of Rights*

Neither the exclusion nor inclusion of any contract or lease in the Plan Supplement, nor anything contained in the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Combined Company or VCLF, as applicable, has any liability thereunder. In the event of a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors, the Combined Company, or VCLF, as applicable, shall have ninety days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease as otherwise provided herein.

*I. Nonoccurrence of Effective Date*

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

**ARTICLE VI.  
PROVISIONS GOVERNING DISTRIBUTIONS**

*A. Timing and Calculation of Amounts to Be Distributed or Paid*

Except as otherwise provided in the Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions and payments that the Plan provides for Allowed Claims in the applicable Class from the Debtors or Liquidating Trustee, as applicable. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII hereof. Except as otherwise provided herein, and other than with respect to Claims satisfied through the issuance of Combined Company Debt Facilities, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date. Notwithstanding anything to the contrary herein, but subject to the Intercreditor Agreements, no Holder of an Allowed Claim shall, on account of such

Allowed Claim, receive a distribution in excess of the Allowed amount of such Claim plus any postpetition interest on such Claim payable in accordance with the Plan. For the avoidance of doubt, nothing herein shall modify the treatment of Claims and Interests set forth in Article III.B of the Plan.

B. Undrawn LC Facility Claims Reserve

Amounts to be paid with respect to, or on account of, the Prepetition LC Facility Distribution shall be subject to the Undrawn LC Facility Claims Reserve as set forth herein. A portion of the Prepetition LC Facility Distribution (but excluding the Prepetition LC Facility Rights) shall be held in reserve (the “Undrawn LC Facility Claims Reserve”) together with all earnings thereon, if any (net of any expenses relating thereto, such expenses including any taxes imposed thereon or otherwise payable by the reserve), to be distributed on the Prepetition LC Facility Final Distribution Date, as required by this Plan. The Undrawn LC Facility Claims Reserve Agent shall hold in the Undrawn LC Facility Claims Reserve all dividends, payments, and other distributions made on account of, as well as any obligations arising from, the property held in the Undrawn LC Facility Claims Reserve, to the extent that such property continues to be so held at the time such distributions are made or such obligations arise.

The Undrawn LC Facility Claims Reserve Agent shall reserve the Pro Rata share (based upon the total amount of Undrawn LC Facility Claims as of the Effective Date relative to the total amount of Prepetition LC Facility Claims) of the Prepetition LC Facility Distribution (but excluding the Prepetition LC Facility Rights) for potential distribution on account of the Undrawn LC Facility Claims. After all Undrawn LC Facility Claims have become either Allowed Claims or disallowed Claims, the Undrawn LC Facility Claims Reserve Agent shall effect a final distribution to all Holders of Allowed Undrawn LC Facility Claims. The Undrawn LC Facility Claims Reserve shall be closed and extinguished by the Undrawn LC Facility Claims Reserve Agent when all distributions required to be made hereunder shall have been made in accordance with the terms of this Plan. Upon closure of the Undrawn LC Facility Claims Reserve, the Undrawn LC Facility Claims Reserve Agent shall distribute to the Holders of Allowed Prepetition LC Facility Claims (including, without limitation, Allowed Undrawn LC Facility Claims) each Holder’s Pro Rata share (based upon the face amount of such Holder’s Allowed Prepetition LC Facility Claim relative to the total face amount of all Allowed Prepetition LC Facility Claims) of the remaining amount, if any, of the Prepetition LC Facility Distribution held in the Undrawn LC Facility Claims Reserve.

C. ~~B.~~ Distributions and Payments Generally

All distributions and payments under the Plan that are to be made on the Effective Date, if any, shall be made by the Debtors, or to the extent applicable, by the Combined Company or the respective administrative agent in respect of any Combined Company Debt Facilities issued in satisfaction of any Claims. Distributions and payments made after the Effective Date shall be made by the Liquidating Trustee in accordance with the Liquidating Trust Agreement.

D. ~~C.~~ Distributions and Payments of the Purchase Price Paid Pursuant to the Blackhawk APA

Notwithstanding anything to the contrary contained herein, the Purchase Price (as such term is defined in the Blackhawk Transaction Documents) shall be used solely to make distributions and payments under the Plan, whether or not such distributions and payments are made on the Effective Date or thereafter; provided, that, for the avoidance of doubt, the Purchase Price (as such term is defined in the Blackhawk Transaction Documents) shall be payable on the closing date of the transactions contemplated by the Blackhawk Transaction Documents.

E. ~~D.~~ Undeliverable Distributions and Unclaimed Property

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; provided, that, such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six months from the Effective Date. After such date, all unclaimed property or interests in property shall be cancelled or be transferred in accordance with the Description of ~~The~~the Transaction Steps, as applicable, automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or interest in property shall be discharged

and forever barred. For the avoidance of doubt, unclaimed property or interests associated with the Blackhawk Transaction shall be canceled.

**ARTICLE VII.  
PROCEDURES FOR RESOLVING CONTINGENT,  
UNLIQUIDATED, AND DISPUTED CLAIMS**

*A. Resolution of Disputed Claims*

1. Allowance of Claims

On or after the Effective Date, the Liquidating Trustee, the Combined Company, or VCLF, as applicable, shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed as of the Effective Date. Except as expressly provided in the Plan, in the Blackhawk Transaction Documents, the VCLF Transaction Documents, or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including the Confirmation Order or the DIP Orders, in the Chapter 11 Cases allowing such Claim.

2. Prosecution of Objections to Claims

The Debtors prior to and on the Effective Date or the Liquidating Trustee after the Effective Date shall have the exclusive authority to File objections to Claims, settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether such Claims are in a Class or otherwise. From and after the Effective Date, the Liquidating Trustee may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. From and after the Effective Date, the Liquidating Trustee shall have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

3. Claims Estimation

Prior to and on the Effective Date, the Debtors, and after the Effective Date, the Liquidating Trustee may, at any time, request that the Bankruptcy Court estimate (a) any Disputed Claim pursuant to applicable law and (b) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, regardless of whether the Debtors or the Liquidating Trustee have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim, contingent Claim or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal relating to any such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any Disputed Claim, contingent Claim or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim for all purposes under the Plan, including for purposes of distributions, and the Debtors or the Liquidating Trustee may elect to pursue additional objections to the ultimate distribution on such Claim. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or the Liquidating Trustee may elect to pursue any supplemental proceedings to object to any ultimate distribution on account of such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before twenty-one days after the date on which such Claim is estimated. All of the aforementioned Claims and objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

4. Disputed Claims Reserve

On or prior to the Effective Date, the Disbursing Agent shall be authorized, but not directed, to establish one or more Disputed Claims Reserves, which Disputed Claims Reserve shall be administered by the Disbursing Agent. The Disbursing Agent may, in its sole discretion, hold Cash in the Disputed Claims Reserve in trust for the benefit of the Holders of Claims ultimately determined to be Allowed after the Effective Date. The Disbursing Agent shall distribute such amounts (net of any expenses, including any taxes relating thereto), as provided herein, as such Disputed Claims are resolved by a Final Order or agreed to by settlement, and such amounts will be distributable on account of such Disputed Claims as such amounts would have been distributable had such Disputed Claims been Allowed Claims as of the Effective Date.

When all Disputed Claims are resolved and either become Allowed or are disallowed by Final Order, to the extent Cash remains in the Disputed Claims Reserve after all Holders of Disputed Claims that have become Allowed and have been paid the full amount they are entitled to pursuant to the treatment set forth for the appropriate Class under the Plan, then such excess Cash shall be distributed (a) if the Payout Event occurs, as part of the Payout Event Cash Pool in accordance with Article III hereof or (b) if the Payout Event does not occur, to the Holders of Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims on a Pro Rata basis (based upon such Holder's face amount Allowed Claim relative to the total face amount of all Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims). For the avoidance of doubt, the Disputed Claims Reserve may be funded with Cash or such other consideration the Debtors determine is appropriate after consultation with the Consultation Parties to address disputes regarding the nature, extent, and value of certain assets the Committee submits to be unencumbered assets.

5. ~~4-Expungement or Adjustment to Claims Without Objection~~

Any Claim that has been paid, satisfied or superseded may be expunged on the Claims Register by the Debtors or the Liquidating Trustee and any Claim that has been amended may be adjusted thereon by the Debtors or the Liquidating Trustee in both cases without a Claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

6. ~~5-Deadline to File Objections to Claims~~

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.

*B. Disallowance of Claims*

All Claims of any Entity from which property is sought by the Debtors or the Liquidating Trustee under section 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Liquidating Trustee allege is a transferee of a transfer that is avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code shall be disallowed if (1) the Entity, on the one hand, and the Debtors or the Liquidating Trustee on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turnover any property or monies under any of the aforementioned sections of the Bankruptcy Code and (2) such Entity or transferee has failed to turnover such property by the date set forth in such agreement or Final Order.

Notwithstanding anything to the contrary herein, the Debtors or the Liquidating Trustee, as applicable, shall not allow, disallow, estimate, dispute, prosecute an objection or take any other action with respect to a Claim that is an Assumed Liability, unless expressly provided for in the Blackhawk APA or otherwise consented to by Blackhawk.

**EXCEPT AS OTHERWISE AGREED BY THE DEBTORS ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER OF THE BANKRUPTCY COURT.**

*C. Amendments to Claims*

On or after the Effective Date, except as provided in Article II.A hereof, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Liquidating Trustee and any such new or amended Claim Filed shall be deemed disallowed and expunged without any further notice to or action, order or approval of the Bankruptcy Court.

**ARTICLE VIII.  
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

*A. Discharge of Claims and Termination of Interests*

To the maximum extent provided by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in this Plan or in any contract, instrument, or other agreement or document created pursuant to this Plan, the distributions, rights, and treatment that are provided in this Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim or Proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtors or Affiliates with respect to any Claim or Interest that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests, and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Liquidating Trustee may compromise and settle Claims against the Debtors and their Estates and Causes of Action against other Entities (other than such Claims or Causes of Action that are Purchased Assets).

*B. Release of Liens*

**Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged.**

*C. Debtor Release*

**Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, or in any contract, instrument, or other agreement or document created pursuant to this Plan, for good and valuable consideration, on and after the Effective Date, the Debtors and their Estates shall release**

each Released Party, and each Released Party shall be deemed released and discharged by the Debtors and their Estates, from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any claim or interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the DIP Facility, the Blackhawk Transaction, the Prepetition Facilities, the subject matter of, or the transactions or events giving rise to, any claim or interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents or related agreements, instruments or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, bad faith, or gross negligence, each solely to the extent determined by a Final Order. Notwithstanding anything to the contrary in the foregoing, the Debtor Release shall not release any obligations of any Released Party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors or their Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release, ~~including, without limitation, the Transaction Support Agreement and each amendment thereto, among the TSA Parties.~~

*D. Third Party Release*

As of the Effective Date, except as otherwise provided in the Plan, including, without limitation, Article IV.H of the Plan, or in any contract, instrument or other agreement or document created pursuant to this Plan, the Releasing Parties shall release the Debtors, their Estates, and the Released Parties, and each of the Debtors, their Estates, and the Released Parties shall be deemed released, from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the DIP Facility, the Blackhawk Transaction, the Blackhawk Transaction Documents, the VCLF Transaction, the VCLF Transaction Documents, the Prepetition Facilities, the subject matter of, or the transactions or events giving rise to, any claim or interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Debtor Releasee that constitutes willful misconduct, bad faith, or gross negligence. Notwithstanding anything to the contrary in the foregoing, the Third Party Release shall not release any obligations of any Released Party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, ~~including, without limitation, the Transaction Support Agreement and each amendment thereto, among the TSA Parties.~~

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third

Party Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released by the Third Party Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any claim or cause of action released pursuant to the Third Party Release.

*E. Exculpation*

Except as otherwise specifically provided in the Plan, or in any contract, instrument, or other agreement or document created pursuant to this Plan, no Exculpated Party shall have or incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan, or consummating the Plan, the Disclosure Statement, the Blackhawk Transaction Documents, the VCLF Transaction Documents, the Restructuring Transactions, the DIP Facility, the Prepetition Facilities, the issuance, distribution, and/or sale ~~of any units~~ of the ~~New Class B Units~~ Combined Company Warrants or any other security offered, issued, or distributed in connection with the Plan, the Chapter 11 Cases or any contract, instrument, release or other agreement, or document created or entered into in connection with the Plan or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors; *provided*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement; *provided, further*, that the foregoing Exculpation shall have no effect on ~~(1) the liability of any Entity that results from any such act or omission that is determined in a Final Order to have constituted gross negligence, bad faith, or willful misconduct or (2) the rights or liability of any Entity in connection with the obligations pursuant to the Transaction Support Agreement and each amendment thereto, among the TSA Parties.~~

*F. Injunction*

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan (including any obligations under the Prepetition Facilities, the ~~New Class B Units~~ Combined Company Warrants, and documents and instruments related thereto), or Confirmation Order, all Entities who have held, hold, or may hold claims, interests, or Liens that have been discharged pursuant to Article VIII.A, released pursuant to Article VIII.B, Article VIII.C, or Article VIII.D, or are subject to exculpation pursuant to Article VIII.E are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Liquidating Trust, the Combined Company, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has timely asserted such setoff right prior to the Effective Date in a document Filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

*G. Protections Against Discriminatory Treatment*

To the maximum extent provided by section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, all Entities, including Governmental Units, shall not discriminate against the Debtors or the Combined Company, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other

similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Debtors, the Combined Company, or another Entity with whom the Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

*H. Setoffs*

Except as otherwise expressly provided for in the Plan or in any court order, each Debtor or the Combined Company (as applicable), pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may (but shall not be required to) set off against any Allowed Claim (other than the DIP Claims, Prepetition ABL Facility Claims, Prepetition LC Facility Claims, Prepetition Term Loan Claims, and Prepetition Notes Claims) and the distributions to be made pursuant to the Plan on account of such Allowed Claim (other than the DIP Claims, Prepetition ABL Facility Claims, Prepetition LC Facility Claims, Prepetition Term Loan Claims, and Prepetition Notes Claims) (before any distribution is made on account of such Allowed Claim), any claims, rights, and Causes of Action of any nature that such Debtor or the Combined Company (as applicable) may hold against the Holder of such Allowed Claim, to the extent such claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); provided, that, neither the failure to effect such a setoff nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Debtor or the Combined Company of any such claims, rights, and Causes of Action that such Debtor or the Combined Company may possess against such Holder. In no event shall any Holder of Claims be entitled to setoff any Claim against any claim, right, or Cause of Action of any of the Debtors or the Combined Company unless such Holder has timely Filed a Proof of Claim with the Bankruptcy Court preserving such setoff right, unless such Holder is otherwise not required to File a Proof of Claim pursuant to a Final Order.

*I. Recoupment*

In no event shall any Holder of a Claim be entitled to recoup any Claim against any claim, right, or Cause of Action of any of the Debtors or the Combined Company unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

*J. Document Retention*

On and after the Effective Date, the Debtors (or the Liquidating Trustee, as the case may be) shall maintain documents in accordance with the Blackhawk Transaction Documents and the VCLF Transaction Documents and otherwise may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Debtors (or the Liquidating Trust, as the case may be).

*K. Reimbursement or Contribution*

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.



**ARTICLE IX.  
CONDITIONS PRECEDENT TO CONFIRMATION  
AND CONSUMMATION OF THE PLAN**

*A. Conditions Precedent to the Effective Date*

It shall be a condition to Consummation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B hereof:

1. The Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably acceptable to the Debtors and the DIP Lenders, in consultation with the Consultation Parties, and satisfactory to Blackhawk in accordance with the Blackhawk APA, and such Confirmation Order shall have become a Final Order that has not been stayed or modified or vacated on appeal;

2. The Plan and Plan Supplement, including any amendments, modifications, or supplements thereto shall be in form and substance reasonably acceptable to the Debtors and the DIP Lenders, in consultation with the Consultation Parties, and satisfactory to Blackhawk in accordance with the Blackhawk APA;

3. The Blackhawk APA shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the consummation of the Blackhawk APA shall have been waived or satisfied in accordance with the terms thereof and the closing of the Blackhawk Transaction shall have occurred or shall occur concurrently with the Effective Date;

4. All governmental and material third party approvals and consents, including Bankruptcy Court approval, necessary in connection with the transactions contemplated by this Plan shall have been obtained, not be subject to unfulfilled conditions and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions; and

5. All documents and agreements necessary to implement this Plan, and the Blackhawk Transaction, including the Combined Company Debt Documents and the Combined Company Warrant Agreement, shall have (a) been tendered for delivery and (b) been effected or executed by all Entities party thereto, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements;

~~6. All conditions to closing under the Backstop Commitment Agreements shall have been satisfied or waived in accordance with the terms thereof.~~

*B. Conditions Precedent to Closing the VCLF Transaction*

It shall be a condition to closing of the VCLF Transaction that the following conditions shall have been satisfied or waived pursuant to the provisions of Article IX.B hereof:

1. The Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably acceptable to the Debtors and the DIP Lenders, in consultation with the Consultation Parties, and satisfactory to VCLF in accordance with the VCLF APA, and such Confirmation Order shall have become a Final Order that has not been stayed or modified or vacated on appeal;

2. The Plan and Plan Supplement, including any amendments, modifications, or supplements thereto shall be in form and substance reasonably acceptable to the Debtors and the DIP Lenders, in consultation with the Consultation Parties, and satisfactory to VCLF in accordance with the VCLF APA;

3. The VCLF APA shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the consummation of the VCLF APA shall have been waived or satisfied in accordance

with the terms thereof and the closing of the VCLF Transaction shall have occurred or shall occur concurrently with the Effective Date;

4. If the Debtors are seeking to implement the VCLF Transaction, the VCLF APA shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the consummation of the VCLF APA shall have been waived or satisfied in accordance with the terms thereof and the closing of the VCLF Transaction shall have occurred or shall occur concurrently with the Effective Date;

5. All governmental and material third party approvals and consents, including Bankruptcy Court approval, necessary in connection with the transactions contemplated by this Plan shall have been obtained, not be subject to unfulfilled conditions and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions; and

6. All documents and agreements necessary to implement this Plan and the VCLF Transaction shall have (a) been tendered for delivery and (b) been effected or executed by all Entities party thereto, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements.

*C. Waiver of Conditions*

The conditions to Confirmation of the Plan and to the Effective Date of the Plan and the closing of the VCLF Transaction set forth in this Article IX may be waived only by consent of the Debtors, in consultation with the Consultation Parties, the DIP Lenders, Blackhawk (with respect to Article IX.A), and VCLF (with respect to Article IX.B).

*D. Effective Date*

The Effective Date shall be the first Business Day upon which all of the conditions specified in Article IX.A hereof have been satisfied or waived. "Substantial Consummation" of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

*E. Effect of Non-Occurrence of Conditions to the Effective Date*

If the Effective Date does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, the DIP Lenders, any Holders or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Entity in any respect.

**ARTICLE X.  
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

*A. Modification and Amendments*

Subject to the limitations contained herein, section 1127 of the Bankruptcy Code, and Bankruptcy Rule 3019, the Debtors reserve the right to modify, with the consent of the DIP Lenders and the Consultation Parties, the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not re-solicit votes on such modified Plan; provided that any material amendment or modifications to the form or substance of the Combined Company New ABL from the version filed as part of the Plan Supplement, and any amendment or modifications to this proviso, shall require the approval of the Prepetition ABL Agent to the extent the Prepetition New ABL Secured Parties are provided the treatment contemplated in Article III.B.4(c)(i)(B) or Article III.B.4(c)(ii)(B). Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors expressly reserve their rights to alter, amend, or modify materially the Plan with respect to the Debtors, one or more times, after

Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article X hereof.

~~For the avoidance of doubt, if Blackhawk and/or VCLF is not selected as the applicable Winning Bidder (as defined in the Bidding Procedures Order), then the Debtors shall amend this Plan in accordance with this Article X.A, as applicable, and serve parties in interest with a supplemental Disclosure Statement.~~

B. Payout Event

The Plan contemplates the possibility of obtaining higher or better distributions to all Classes receiving distributions under the Plan pursuant to the Payout Event. If the Payout Event occurs, the Debtors may file a modified Plan evidencing the Payout Event and shall not be required to make additional disclosures or re-solicit votes for such modified Plan pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

C. ~~B~~-Revocation or Withdrawal of the Plan

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: ~~(a)~~ constitute a waiver or release of any Claims or Interests; ~~(b)~~ prejudice in any manner the rights of the Debtors, the DIP Lenders, or any other Entity; or ~~(c)~~ constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

**ARTICLE XI.  
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain such jurisdiction over the Chapter 11 Cases and all matters, arising out of, or related to, the Chapter 11 Cases and the Plan, including without limitation jurisdiction to:

1. allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;
2. decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
3. resolve any matters related to: (a) the assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims related to the rejection of an Executory Contract or Unexpired Lease, Cure Costs pursuant to section 365 of the Bankruptcy Code, or any other matter related to such Executory Contract or Unexpired Lease; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article V hereof, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed and assigned or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

4. ensure that distributions to Holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan;
5. adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
6. adjudicate, decide, or resolve any and all matters related to Causes of Action;
7. enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;
8. enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code, including the Confirmation Order and approval of, and the findings regarding, the Blackhawk Transaction and the VCLF Transaction;
9. resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents;
10. issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents;
11. resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, compromises, releases, injunctions, exculpations, and other provisions contained in Article VIII hereof and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
12. enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
13. determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;
14. adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated herein;
15. adjudicate any and all disputes arising from or relating to the Liquidating Trust;
16. consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
17. determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;
18. hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;
19. hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

20. hear and determine all disputes involving the existence, nature, or scope of the Debtors' release, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;
21. enforce all orders previously entered by the Bankruptcy Court;
22. to resolve any disputes arising under, or enforce the terms and conditions of, the Blackhawk Transaction Documents, the VCLF Transaction Documents, ~~Backstop Commitment Agreement~~, or Liquidating Trust Agreement, as applicable;
23. hear any other matter not inconsistent with the Bankruptcy Code, including, without limitation, any matters that may arise in connection with, or related to, the Blackhawk Transaction Documents or the VCLF Transaction Documents;
24. enter an order concluding or closing the Chapter 11 Cases; and
25. enforce the injunction, release, and exculpation provisions set forth in Article VIII hereof.

Notwithstanding anything in this Article XI to the contrary, any disputes arising under or in connection with the Combined Company Debt Documents, the Combined Company Warrant Agreement, or the Blackhawk LLC Agreement will be governed by the provisions contained in the applicable Combined Company Debt Documents, the Combined Company Warrant Agreement, or the Blackhawk LLC Agreement, as applicable.

## ARTICLE XII. MISCELLANEOUS PROVISIONS

### *A. Immediate Binding Effect*

Subject to Article IX.A hereof and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan, the Plan Supplement, and the Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Liquidating Trust, Blackhawk, and any and all Holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents, each Entity acquiring property under the Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

### *B. Additional Documents*

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents. The Debtors or the Liquidating Trust, as applicable, and all Holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents.

### *C. Payment of Statutory Fees*

All fees payable pursuant to section 1930(a) of the Judicial Code shall be paid by the Debtors (prior to or on the Effective Date) or the Liquidating Trust (after the Effective Date) for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

*D. Dissolution of the Committee*

On the Effective Date, the Committee shall dissolve automatically; provided, however, that, following the Effective Date, the Committee shall continue in existence and have standing and a right to be heard with respect to any of the following: (~~1~~) Claims and/or applications for allowance of Professional Fee Claims and requests for allowance of Administrative Claims including, but not limited to, filing Professional Fee Claims in accordance with Article II.B hereof; (~~2~~) any appeals of the Confirmation Order that remain pending as of the Effective Date and/or to which the Committee is a party; and (~~3~~) any adversary proceedings or contested matters pending as of the Effective Date to which the Committee is a party.

*E. Reservation of Rights*

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. Neither the Plan, any statement or provision contained in the Plan, nor any action taken or not taken by any Debtor with respect to the Plan, the Disclosure Statement, the Confirmation Order, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

*F. Successors and Assigns*

The rights, benefits, and obligations of any Entity named or referred to in the Plan or the Confirmation Order shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, manager, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

*G. Service of Documents*

Any pleading, notice, or other document required by the Plan to be served on or delivered to the Debtors or the Liquidating Trust shall be served on:

Patriot Coal Corporation  
63 Corporate Centre Drive  
Scott Depot, West Virginia 25560  
Attn: Joseph W. Bean

with copies to:

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, New York 10022  
Attn: Stephen E. Hessler, Esq. and Patrick Evans, Esq.

Kirkland & Ellis LLP  
300 North LaSalle  
Chicago, Illinois 60654  
Attn: Ross M. Kwasteniet, Esq. and Justin R. Bernbrock, Esq.

Kutak Rock LLP  
Bank of America Center  
1111 East Main Street, Suite 800  
Richmond, Virginia 23219-3500  
Attn: Michael A. Condyles, Esq

*H. Term of Injunctions or Stays*

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

*I. Entire Agreement*

Except as otherwise provided herein or therein, this Plan (including the Plan Supplement), the Blackhawk Transaction Documents, and the VCLF Transaction Documents supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan (including the Plan Supplement), the Blackhawk Transaction Documents, and the VCLF Transaction Documents.

*J. Nonseverability of Plan Provisions*

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (3) nonseverable and mutually dependent.

*K. Request for Court Hearing and Right to ~~be~~Be Heard*

Notwithstanding whether or not a matter requires the consultation of Blackhawk, the DIP Lenders, the Consultation Parties, or the Combined Company under this Plan, the Debtors, the DIP Lenders, the Consultation Parties, and the Combined Company shall have the right to request a hearing, and be heard as a party in interest under section 1109(b) of the Bankruptcy Code, before the Bankruptcy Court on any and all matters arising under or in connection with or related to this Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents.

*L. Powers of Combined Company*

From and after the Effective Date and continuing through the date of entry of a final decree closing these Chapter 11 Cases, the Combined Company shall possess the rights of a party in interest pursuant to section 1109(b) of the Bankruptcy Code for all matters arising in, arising under or related to these Chapter 11 Cases and, in connection therewith, shall ~~(i)~~ have the right to appear and be heard on matters brought before the Bankruptcy Court or other courts, ~~(ii)~~ be entitled to notice and an opportunity for hearing on all such issues, ~~(iii)~~ participate in all matters brought before the Bankruptcy Court, and ~~(iv)~~ receive notice of all applications, motions, and other papers and pleadings filed in the Bankruptcy Court.

Respectfully submitted, as of the date first set forth above,

Patriot Coal Corporation. (for itself and all Debtors)

By: /s/ Ray Dombrowski

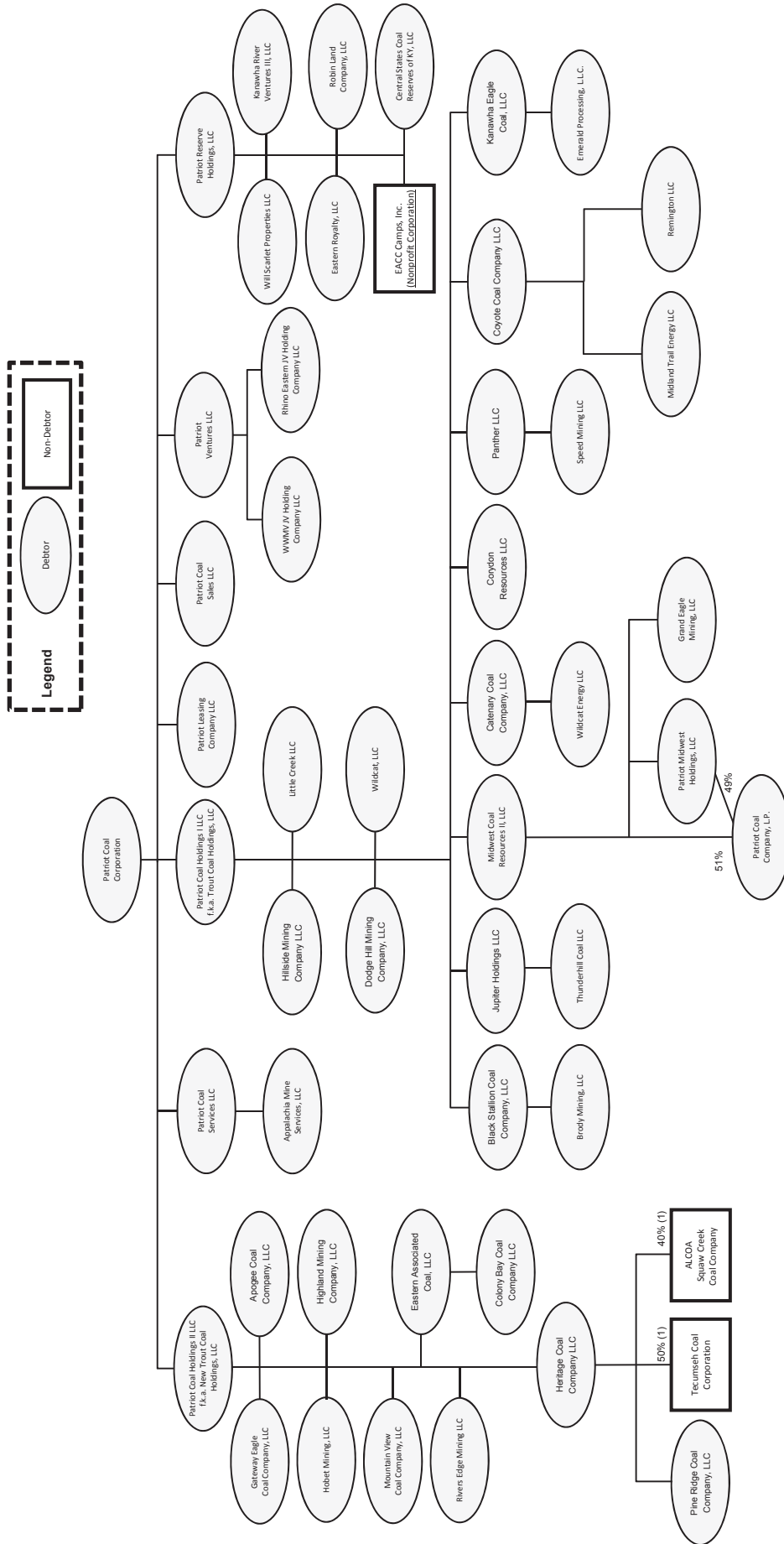
Name: Ray Dombrowski

Title: Chief Restructuring Officer

**EXHIBIT C**

Corporate Structure of the Debtors as of the Petition Date





**EXHIBIT D**

Rights Offering Procedures

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

	)	
In re:	)	Chapter 11
	)	
PATRIOT COAL CORPORATION, <i>et al.</i> ,	)	Case No. 15-32450 (KLP)
	)	
Debtors.	)	(Jointly Administered)
	)	

**RIGHTS OFFERING PROCEDURES**

On September 18, 2015, the Debtors filed the *Debtors’ Fourth Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (as hereafter amended or modified, and including all appendices, exhibits, schedules and supplements thereto, the “Plan”)<sup>1</sup> and the accompanying *Fourth Amended Disclosure Statement for the Debtors’ Fourth Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (as hereafter amended or modified, and including all appendices, exhibits, schedules and supplements thereto, the “Disclosure Statement”). Among other things, the Plan and accompanying Disclosure Statement contemplate the effectuation of certain restructuring transactions to facilitate the Debtors’ reorganization, including a rights offering governed by certain procedures set forth in Exhibit D to the Debtors’ Disclosure Statement (such procedures, the “Rights Offering Procedures”). The Rights Offering Procedures modify the rights offering procedures set forth in the Rights Offering Approval Order.

More specifically, the Plan contemplates a rights offering open to (i) Holders (as defined herein) of Allowed Prepetition LC Facility Claims and, if applicable, Allowed Prepetition Term Loan Facility Claims.

In the event of an inconsistency between these Rights Offering Procedures, on the one hand, and the Plan and the Disclosure Statement, on the other hand, the Plan and the Disclosure Statement shall control. In the event of an inconsistency between the Plan and the Disclosure Statement, on the one hand, and the Blackhawk APA, on the other hand, the Blackhawk APA shall control.

**I. DEFINITIONS.**

- a. “**Bankruptcy Code**” means title 11 of the United States Code, 11 U.S.C. §§ 101-1532, as may be amended from time to time.
- b. “**Closing Date**” means the date on which the Rights Offering close in accordance with their terms. For the avoidance of doubt, the Closing Date is expected to

<sup>1</sup> Capitalized terms used but not otherwise defined herein are used as defined in the Plan and Disclosure Statement (as defined herein), as applicable.

occur within ten (10) business days of the expected closing date of the transactions contemplated by the Blackhawk APA.

- c. “**Combined Company**” shall have the meaning set forth in the Plan; *provided, however,* that references to the Combined Company at any point in time prior to the consummation of the transactions contemplated by the Blackhawk APA and the Transaction Debt Financing shall mean Blackhawk and its direct and indirect subsidiaries.
- d. “**Combined Company First Lien Term Loan**” means that certain first lien term loan in an aggregate principal amount of up to \$401.2 million to be issued by Blackhawk pursuant to the terms of the Blackhawk APA and the Plan.
- e. “**Combined Company Second Lien Term Loan**” means that certain second lien term loan in an aggregate principal amount of up to \$192.0 million to be issued by Blackhawk pursuant to the terms of the Blackhawk APA and the Plan.
- f. “**Entity**” means an entity as defined in section 101(15) of the Bankruptcy Code.
- g. “**First Lien Term Loan Rights**” means subscription rights to acquire up to \$16,875,000 in aggregate initial principal amount of the Combined Company First Lien Term Loan in the Rights Offering.
- h. “**First Lien Rights Offering**” means the rights of Holders to purchase, on a Pro Rata basis and in accordance with these Rights Offering Procedures, up to \$16,875,000 in aggregate initial principal amount of the Combined Company First Lien Term Loan, subject to section 2.06 of the Blackhawk APA.
- i. “**Holder**” means any Entity that is a holder of an (i) Allowed Prepetition LC Facility Claim or (ii) Allowed Prepetition Term Loan Facility Claim.
- j. “**LC Facility Claim Holder Combined Company First Lien Allotment**” means the amount of the Combined Company First Lien Term Loan that has been allocated to Holders of Allowed Prepetition LC Facility Claims through the First Lien Rights Offering.
- k. “**LC Facility Claim Holder Combined Company Second Lien Allotment**” means the amount of the Combined Company Second Lien Term Loan that has been allocated to Holders of Allowed Prepetition LC Facility Claims through the Second Lien Rights Offering.
- l. “**LC Facility Claim Holder Subscription Proceeds**” means the aggregate Subscription Purchase Price provided by Holders of Allowed Prepetition LC Facility Claims through the Rights Offering.
- m. “**LLC Agreement**” means that certain Third Amended and Restated Blackhawk Mining LLC Limited Liability Company Agreement dated as of June 22, 2015, as amended, supplemented, modified or restated from time to time.

- n. **“Rights”** means a Rights Offering Participant’s Pro Rata share of the First Lien Term Loan Rights and the Second Lien Term Loan Rights. For the avoidance of doubt, the Rights distributed to Rights Offering Participants pursuant to these Rights Offering Procedures are not severable into First Lien Term Loan Rights and the Second Lien Term Loan Rights.
- o. **“Rights Offering”** means, collectively, the First Lien Rights Offering and the Second Lien Rights Offering.
- p. **“Rights Offering Participant”** means (i) a Holder of an Allowed Prepetition LC Facility Claim, (ii) a Holder of an Allowed Prepetition Term Loan Facility Claim, or (iii) a Transferee Holder.
- q. **“Rights Offering Participant Transfer Notice”** means a notice delivered to the Subscription Agent notifying the Subscription Agent of the transfer of an (a) Allowed Prepetition LC Facility Claim or (b) Allowed Prepetition Term Loan Facility Claim, in each case by a Holder during the period beginning the day after the Rights Offering Record Date through the Subscription Deadline, in substantially the form attached hereto as **Annex C**.
- r. **“Rights Offering Procedures”** shall mean these procedures.
- s. **“Rights Offering Record Date”** means September 18, 2015.
- t. **“Second Lien Term Loan Rights”** means subscription rights to purchase up to \$9,250,000 in aggregate initial principal amount of the Combined Company Second Lien Term Loan in the Rights Offering.
- u. **“Second Lien Rights Offering”** means the rights of Holders to purchase, on a Pro Rata basis and in accordance with these Rights Offering Procedures, up to \$9,250,000 in aggregate initial principal amount of the Combined Company Second Lien Term Loan, subject to section 2.06 of the Blackhawk APA.
- v. **“Securities Act”** means the Securities Act of 1933, as amended.
- w. **“Subscription Accounts”** means one or more trust accounts, escrow accounts, treasury accounts, or similar segregated accounts established by the Subscription Agent to receive and hold payments of the Subscription Purchase Price.
- x. **“Subscription Agent”** means Prime Clerk LLC.
- y. **“Subscription Deadline”** means October 2, 2015 at 4:00 p.m. (prevailing Eastern Time) or such later time as determined by the Debtors in their sole discretion.
- z. **“Subscription Form”** means the subscription form(s) and applicable instructions sent to each Rights Offering Participant on which such Rights Offering Participant may exercise their Rights, in substantially the forms attached hereto as **Annex A** and **Annex B**.

- aa. “**Subscription Purchase Price**” means the purchase price for Rights acquired by a Rights Offering Participant pursuant to the Rights Offering and as calculated in accordance with such Rights Offering Participant’s Subscription Form.
- bb. “**Term Loan Claim Holder Rights Offering Allotment**” means the allotment of the Combined Company First Lien Term Loan and the Combined Company Second Lien Term Loan available to Holders of Allowed Prepetition Term Loan Facility Claims pursuant to the First Lien Rights Offering and Second Lien Rights Offering, respectively, after taking into consideration the LC Facility Claim Holder Combined Company First Lien Allotment and LC Facility Claim Combined Company Second Lien Allotment.
- cc. “**Term Loan Claim Holder Subscription Purchase Price Deadline**” means October 6, 2015 at 5:00 p.m. (prevailing Eastern Time) or such later time as determined by the Debtors in their sole discretion.
- dd. “**Transferee Holder**” means a Holder that is a direct or indirect transferee of an Allowed Prepetition LC Facility Claim or Allowed Prepetition Term Loan Facility Claim.
- ee. “**Unsubscribed Rights**” means any Rights that are not timely subscribed by the Rights Offering Participants offered such Rights in accordance with the Rights Procedures.

### **Rights Offering**

## **II. RIGHTS OFFERING.**

The Plan includes a rights offering in order to raise Cash on the balance sheet for the Combined Company as set forth herein:

- each Holder of an Allowed Prepetition LC Facility Claim<sup>2</sup> will receive Rights to participate in the Rights Offering pursuant to which such Holder may purchase its applicable share of the Combined Company First Lien Term Loan and the Combined Company Second Lien Term Loan, in each case in accordance with these Rights Offering Procedures; and
- if the Rights Offering is not fully subscribed by Holders of Allowed Prepetition LC Facility Claims, each Holder of an Allowed Prepetition Term Loan Facility Claim will receive Rights to participate in the Rights Offering pursuant to which such Holder may purchase its Pro Rata share of the Term Loan Claim Holder Rights Offering Allotment in accordance with these Rights Offering Procedures.

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<sup>2</sup> For the avoidance of doubt, Prepetition LC Facility Claims includes amounts drawn under the Prepetition LC Facility and contingent claims on account of undrawn letters of credit provided under the Prepetition LC Facility.

Participation in the Rights Offering is voluntary and is limited to Holders of Allowed Prepetition LC Facility Claims, Holders of Allowed Prepetition Term Loan Facility Claims, and Transferee Holders. Rights Offering Participants will receive Rights in accordance with the Plan and these Rights Offering Procedures. Such Rights constitute such Rights Offering Participant's right to exercise an unseverable combination of First Lien Term Loan Rights and Second Lien Term Loan Rights. The Rights will entitle Holders of Allowed Prepetition LC Facility Claims and, if applicable, Allowed Prepetition Term Loan Facility Claims to acquire interests in the Combined Company First Lien Term Loan and the Combined Company Second Lien Term Loans.

For an aggregate subscription price of \$13,500,000, each Rights Offering Participant will receive Rights to acquire its Pro Rata share of (a) \$16,875,000 in aggregate initial principal amount of the Combined Company First Lien Term Loan and (b) \$9,250,000 in aggregate initial principal amount of the Combined Company Second Lien Term Loan, as follows: Rights will be exercisable first by Holders of Allowed Prepetition LC Facility Claims. If the Rights are not fully subscribed by Holders of Allowed Prepetition LC Facility Claims, Rights will then be exercisable by Holders of Allowed Prepetition Term Loan Facility Claims and such Holders may exercise their Rights with respect to the Term Loan Claim Holder Rights Offering Allotment. If Rights are oversubscribed by Holders of Allowed Prepetition Term Loan Facility Claims, such Holders shall participate in the Rights Offering on a Pro Rata basis with respect to the Term Loan Claim Holder Rights Offering Allotment. For the avoidance of doubt, Holders of Allowed Prepetition LC Facility Claims shall not be required to share their Rights with Holders of Allowed Prepetition Term Loan Facility Claims on a Pro Rata basis.

Participation in the Rights Offering will be subject to the following procedures:

- a. Subscription Form and Rights Offering Materials. Each Rights Offering Participant will receive a Subscription Form. Additionally, the Rights Offering Documents (as defined herein), including the Combined Company's organizational documents and the LLC Agreement, will be included in the Plan Supplement. Copies of the Rights Offering Documents will be made available, free of charge, at [www.cases.primeclerk/PatriotCoal](http://www.cases.primeclerk/PatriotCoal) or by contacting:

Patriot Coal Rights Offering  
c/o Prime Clerk LLC  
830 3rd Avenue, 9th Floor  
New York, NY 10022  
Phone (domestic toll-free): (844) 864-0639  
International (toll): (929) 342-0754  
Email: [patriotballots@primeclerk.com](mailto:patriotballots@primeclerk.com)

- b. Exercise of Rights. In order to exercise the Rights, each Rights Offering Participant must (i) return a duly completed and executed Subscription Form to the Subscription Agent and the other documents referenced therein, including a W-8 or W-9, as applicable and (ii) in the case of Holders of Allowed Prepetition LC Facility Claims, pay an amount equal to the Subscription Purchase Price (as calculated pursuant to the Subscription Form) by wire transfer or bank or

cashier's check, as set forth in the Subscription Form. Such forms, documents and payment must be actually received by the Subscription Agent on or before the Subscription Deadline (October 2, 2015 at 4:00 p.m. (prevailing Eastern Time)). On October 5, 2015, the Subscription Agent will notify Holders of Allowed Prepetition Term Loan Facility Claims of the amount of the Term Loan Claim Holder Rights Offering Allotment available to such Holders, including the applicable Subscription Purchase Price (as calculated pursuant to the Subscription Form). In order to participate in the Rights Offering with respect to the Term Loan Claim Holder Rights Offering Allotment, each Holder of an Allowed Prepetition Term Loan Facility Claim must pay an amount equal to the Subscription Purchase Price by wire transfer or bank or cashier's check, as set forth in the Subscription Form. Such forms, documents and payment must be actually received by the Subscription Agent on or before the Term Loan Claim Holder Subscription Purchase Price Deadline (October 6, 2015 at 5:00 p.m. (prevailing Eastern Time)).

- c. Each Rights Offering Participant that elects to exercise its Rights must fund 100% of such Holder's Subscription Purchase Price. If the Subscription Agent for any reason does not receive from a given Rights Offering Participant both a timely and duly completed Subscription Form and timely payment of such Rights Offering Participant's Subscription Purchase Price, then such Rights Offering Participant will be deemed to have relinquished and waived its right to participate in the Rights Offering.
- d. Transferability of Subscription Rights; Election Irrevocable; Representations and Warranties. The Rights may not be sold, transferred or assigned except in connection with the transfer by a Holder of an Allowed Prepetition LC Facility Claim or an Allowed Prepetition Term Loan Facility Claim of such underlying Claim to a single Holder. Once a Rights Offering Participant has exercised its Rights in accordance with these Rights Offering Procedures, such exercise will be irrevocable. Each Rights Offering Participant that has properly exercised its Rights represents and warrants to the Debtors, Blackhawk, and to the Bankruptcy Court that (i) to the extent applicable, it is duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation, (ii) it has the requisite power and authority to enter into, execute, and deliver the Subscription Form and to perform its obligations thereunder and has taken all necessary action required for the due authorization, execution, delivery, and performance thereunder, (iii) it is a Holder, and (iv) it agrees that the Subscription Form constitutes a valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith, and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).



- e. Payment of the Subscription Purchase Price; No Interest; Return of Subscription Purchase Price. For Rights Offering Participants that exercise their Rights in conformity with these Rights Offering Procedures, the Subscription Purchase Price will be deposited and held in one or more Subscription Accounts, which accounts may be non-interest bearing. The Subscription Accounts will be maintained by the Subscription Agent for the purpose of holding the money for administration of the Rights Offering in accordance with the Rights Offering Procedures. The Subscription Agent will not use such funds for any other purpose prior to such date and will not encumber or permit such funds to be encumbered with any Lien or similar encumbrance. No interest will be paid to Holders exercising Rights on account of amounts paid in connection with such exercise. The funds shall be disbursed to Blackhawk or Patriot, as applicable, in accordance with the Blackhawk APA and the Plan; *provided, however* that notwithstanding anything to the contrary contained herein or in any other document, the funds contained in the Subscription Accounts shall be refunded to the Rights Offering Participants on the earlier of: (i) the date that is ten (10) business days after the Closing Date and (ii) November 30, 2015 (the earlier of (i) and (ii), the “Refund Date”), *provided, however* that if the transactions contemplated by the Blackhawk APA have been consummated on or after the Closing Date but on or prior to the Refund Date, the funds contained in the Subscription Accounts shall not be refunded to the Rights Offering Participants.
- f. Distribution of Combined Company First Lien Term Loans and Combined Company Second Lien Term Loan. On or as soon as practicable after the Effective Date, the Subscription Agent will distribute to the Rights Offering Participants an acknowledgement of the Combined Company of the amount of Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan acquired by each Rights Offering Participant through the Rights Offering.
- g. Fractional Amounts. Rights Offering Participants, through their exercise of Rights, will acquire a Pro Rata distribution of their applicable share of the Combined Company First Lien Term Loan and the Combined Company Second Lien Term Loan. No fractional amounts of either the Combined Company First Lien Term Loan or the Combined Company Second Lien Term Loan will be issued. The amount of Combined Company First Lien Term Loan or Combined Company Second Lien Term Loan available for purchase will be rounded to the nearest dollar of such Combined Company First Lien Term Loan or Combined Company Second Lien Term Loan (with half numbers rounding down).
- h. Validity of Exercise of Rights. All questions concerning the timeliness, viability, form, and eligibility of any exercise of Rights will be determined by the Debtors, with the prior written consent of Blackhawk, or the Combined Company, as applicable, whose good faith determinations absent manifest error or disproportionate treatment of any participant will be final and binding. The Debtors, with the prior written consent of Blackhawk, or the Combined Company, as applicable, in their discretion reasonably exercised in good faith, may waive

any defect or irregularity, or permit a defect or irregularity to be corrected within such times as it may determine, or reject the purported exercise of any Rights that does not comply with the provisions of the Rights Offering as set forth herein and in the Plan and Disclosure Statement. Subscription Forms will be deemed not to have been received or accepted until all irregularities have been waived or corrected within such time as Blackhawk and the Debtors or the Combined Company, as applicable, determine in their discretion reasonably exercised in good faith. None of the Debtors, Blackhawk, the Combined Company, or the Subscription Agent will be under any duty to give notification of any defect or irregularity in connection with the exercise of Rights or the submission of Subscription Forms or incur any liability for failure to give such notification.

- i. Modification and Amendment of Rights Offering Procedures. The Debtors reserve the right to alter, amend, or modify the deadlines set forth herein in their sole discretion at any time before or after the Confirmation Hearing.

**Annex A**

Prepetition LC Facility Subscription Form

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

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In re:	)	Chapter 11
	)	
PATRIOT COAL CORPORATION, <i>et al.</i> ,	)	Case No. 15-32450 (KLP)
	)	
Debtors.	)	(Jointly Administered)

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**INSTRUCTIONS TO SUBSCRIPTION FORM  
FOR HOLDERS OF ALLOWED PREPETITION  
LC FACILITY CLAIMS FOR THE RIGHTS OFFERING  
IN CONNECTION WITH THE DEBTORS' FOURTH AMENDED JOINT PLAN OF  
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

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*The Subscription Deadline is 4:00 p.m. (prevailing Eastern Time) on  
**October 2, 2015**. In order to participate in the Rights Offering, this  
Subscription Form and payment of the Subscription Purchase Price must be actually  
received by the Subscription Agent by that time, unless provided otherwise herein.*

On September 18, 2015, the Debtors filed the *Debtors' Fourth Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (as hereafter amended or modified, and including all appendices, exhibits, schedules and supplements thereto, the "Plan") and the accompanying *Fourth Amended Disclosure Statement for the Debtors' Fourth Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (as hereafter amended or modified, and including all appendices, exhibits, schedules and supplements thereto, the "Disclosure Statement"). Among other things, the Plan and accompanying Disclosure Statement contemplate the effectuation of certain restructuring transactions to facilitate the Debtors' reorganization, including a rights offering governed by certain procedures set forth in Exhibit D to the Debtors' Disclosure Statement (such procedures, the "Rights Offering Procedures"). The Rights Offering Procedures modify the rights offering procedures set forth in the Rights Offering Approval Order.

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Rights Offering Procedures and the Plan and Disclosure Statement, including all exhibits thereto; *provided, however* that for the avoidance of doubt, references to the "Combined Company" herein at any point in time prior to the consummation of the transactions contemplated in the Blackhawk APA and the Plan shall mean Blackhawk and its direct and indirect subsidiaries.

Pursuant to the Plan, Holders of Allowed Prepetition LC Facility Claims are entitled to participate in the Rights Offering. A complete description of the Rights Offering may be found

in the Plan, the Disclosure Statement, the Plan Supplement and the documents referenced therein (the “Rights Offering Documents”).

Copies of the Rights Offering Documents may be obtained, free of charge, at [www.cases.primeclerk/PatriotCoal](http://www.cases.primeclerk/PatriotCoal) or by contacting:

Patriot Coal Rights Offering  
c/o Prime Clerk LLC  
830 3rd Avenue, 9th Floor  
New York, NY 10022  
Phone (domestic toll-free): (844) 864-0639  
International (toll): (929) 342-0754  
Email: [patriotballots@primeclerk.com](mailto:patriotballots@primeclerk.com)

You have received the attached Subscription Form because you are a Holder of an Allowed Prepetition LC Facility Claim. Please utilize the attached Subscription Form to execute your election. In order to elect to participate in the Rights Offering, you must complete and return this Subscription Form to the Subscription Agent so as to be received by the Subscription Agent no later than the Subscription Deadline (October 2, 2015 at 4:00 p.m. (prevailing Eastern Time)): (i) the attached Subscription Form, (ii) the other documents referenced herein; and (iii) the payment of your Subscription Purchase Price (as identified in Item 2 below) by wire transfer or bank or cashier’s check (collectively, the “Rights Offering Deliveries”). Your election to participate in the Rights Offering is irrevocable.

Your subscription will be processed by the Subscription Agent in accordance with the Rights Offering Procedures, including but not limited to the procedures set forth below. Your payment of your Subscription Purchase Price will be deposited and held in one or more trust accounts, escrow accounts, treasury accounts, or similar segregated accounts, which may be non-interest bearing accounts (the “Subscription Accounts”). The Subscription Accounts will be maintained by the Subscription Agent for the purpose of holding the money for administration of the Rights Offering in accordance with the Rights Offering Procedures. The Subscription Agent will not use such funds for any other purpose prior to such date and will not encumber or permit such funds to be encumbered with any claims, liens, encumbrances, or other liabilities.

The Rights may not be sold, transferred, or assigned, except in connection with the transfer by a Rights Offering Participant of the corresponding Prepetition LC Facility Claim to a Holder, as evidenced by a Rights Offering Participant Transfer Notice delivered to the Subscription Agent.

Notwithstanding anything to the contrary contained herein, in the Rights Offering Procedures, or in any other document, the funds contained in the Subscription Accounts shall be refunded to the Rights Offering Participants on the earlier of: (i) the date that is ten (10) business days after the Closing Date and (ii) November 30, 2015 (the earlier of (i) and (ii), the “Refund Date”), *provided, however* that if the transactions contemplated by the Blackhawk APA have been consummated on or after the Closing Date but on or prior to the Refund Date, the funds contained in the Subscription Accounts shall not be refunded to the Rights Offering Participants.

The Rights Offering Procedures are hereby incorporated by reference as if fully set forth herein.

Please review the Rights Offering Documents for further information. Copies of such documents may be accessed, free of charge, at [www.cases.primeclerk.com/PatriotCoal](http://www.cases.primeclerk.com/PatriotCoal) or obtained by contacting:

Patriot Coal Rights Offering  
c/o Prime Clerk LLC  
830 3rd Avenue, 9th Floor  
New York, NY 10022  
Phone (domestic toll-free): (844) 864-0639  
International (toll): (929) 342-0754  
Email: [patriotballots@primeclerk.com](mailto:patriotballots@primeclerk.com)

**Questions.** If you have any questions about this Subscription Form or the subscription procedures described herein, please contact the Subscription Agent at (877) 600-6531 (toll free).

**Important Transfer Restriction.** A Rights Offering Participant's Rights shall not be transferable, other than in connection with the transfer by a Rights Offering Participant of the corresponding Claim(s) to a Holder, as evidenced by a Rights Offering Participant Transfer Notice delivered to the Subscription Agent.

The form of Rights Offering Participant Transfer Notice is available at [www.cases.primeclerk.com/PatriotCoal/rights.php](http://www.cases.primeclerk.com/PatriotCoal/rights.php).

If the Rights Offering Deliveries are not received by the Subscription Agent by the Subscription Deadline, your unexercised Rights will automatically be relinquished, and you shall have no further interest in the Rights.

To subscribe for the Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan pursuant to the First Lien Rights Offering:

1. Review the amount of your Allowed Prepetition LC Facility Claim set forth below in Item 1.
2. Review your Subscription Amount of Combined Company First Lien Term Loan and Combined Company Second Lien Term Loans in Item 2a.
3. Read and complete the certification, representations, warranties and covenants in Item 3.
4. Return the Subscription Form to the Subscription Agent so that it is actually received on or before the Subscription Deadline (October 2, 2015 at 4:00 p.m. (prevailing Eastern Time)).
5. Pay the Subscription Purchase Price in Item 2b to the Subscription Agent so that it is actually received on or before the Subscription Deadline (October 2, 2015 at 4:00 p.m. (prevailing Eastern Time)).

6. Return your W-8 or W-9, as applicable, to the Subscription Agent so that it is actually received on or before the Subscription Deadline (October 2, 2015 at 4:00 p.m. (prevailing Eastern Time)). Further information is set forth in Item 6.

**SUBSCRIPTION FORM FOR RIGHTS OFFERING  
IN CONNECTION WITH THE DEBTORS' FOURTH AMENDED JOINT PLAN  
OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**SUBSCRIPTION DEADLINE**

**The Subscription Deadline is 4:00 p.m. (prevailing Eastern Time)  
on October 2, 2015.**

**Please consult the Rights Offering Documents for additional  
information with respect to this Subscription Form.**

Holders of the Allowed Prepetition LC Facility Claims are entitled to participate in the Rights Offering, as further described in the Rights Offering Procedures. To subscribe, review Item 1a below and read and complete Items 2, 3, 4 and 5 below.

**Item 1. Amount of Eligible Claim(s)**

Pursuant to the Rights Offering Procedures, each Holder of an Allowed Prepetition LC Facility Claim is entitled to participate in the Rights Offering to the extent of such Holder's claim(s) as of the Rights Offering Record Date.

1a. For purposes of the Rights Offering, your Allowed Prepetition LC Facility Claim is:

\_\_\_\_\_.

**Item 2. Subscription Amount; Subscription Purchase Price.**

**2a. Subscription Amount of Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan**

Your Subscription Amount of Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan has been calculated as follows:



$\frac{\$[\text{Intentionally Omitted}]^3}{x}$	x	\$16,875,000	=	$\frac{\text{_____}}{\text{_____}}$ (Your aggregate principal amount of additional purchased Combined Company First Lien Term Loan)
		\$9,250,000		$\frac{\text{_____}}{\text{_____}}$ (Your aggregate principal amount of additional purchased Combined Company Second Lien Term Loan)

**2b. Subscription Purchase Price.**

In order for you to purchase your Rights, you must pay an amount equal to the Subscription Purchase Price by wire transfer or bank or cashier’s check by **4:00 p.m. (prevailing Eastern Time) on October 2, 2015**, as set forth in Item 4 below.

The Subscription Purchase Price is calculated as follows:

\$13,500,000	x	$\frac{\text{_____}}{\$[\text{Intentionally Omitted}]^4}$	=	$\frac{\text{_____}}{\text{_____}}$ (Subscription Purchase Price)
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**2c. Final Allocation.** Notwithstanding anything herein or in the Rights Offering Documents to the contrary, your Final Allocation of Combined Company First Lien Term Loans and Combined Company Second Lien Term Loans shall be finally determined by the Debtors (with the prior written consent of Blackhawk) or the Combined Company, as applicable, in accordance with the Plan and any funds held in the Subscription Accounts pursuant to the Plan and not utilized pursuant to the Rights Offering Procedures, the Plan, or otherwise, shall be returned to the Holder in accordance with the terms of the Rights Offering Procedures.

<sup>3</sup> Numerator represents Holder’s Allowed Prepetition LC Facility Claim (set forth in Item 1a). Denominator represents the total amount of the Allowed Prepetition LC Facility Claims.

<sup>4</sup> Numerator represents Holder’s Allowed Prepetition LC Facility Claim (set forth in Item 1a). Denominator represents the total amount of the Allowed Prepetition LC Facility Claims.

### **Item 3. Subscription Certifications, Representations, Warranties and Agreements.**

By returning the Subscription Form:

1. I certify that (i) I am the Holder, or the authorized signatory of a Holder of the Allowed Prepetition LC Facility Claim identified in Item 1; (ii) I agree, or such Holder agrees, to be bound by all the terms and conditions described in the Instructions and as set forth in this Subscription Form; (iii) I have, or such Holder has, obtained a copy of the Rights Offering Documents and all related documents and agreements and understand that the exercise of Rights pursuant to the Rights Offering are subject to all the terms and conditions set forth in such documents; and (iv) I acknowledge, or such Holder acknowledges, that the Debtors, Blackhawk, the Combined Company, the Subscription Agent, and their respective affiliates and each of their (and their affiliates') respective officers, directors, equityholders, employees, members, managers, agents, attorneys, representatives, and advisors shall have no liability to any other party in interest arising from, or related to such parties' participation in, the transactions contemplated by the Rights Offering and hereby are exculpated from any and all claims, obligations, suits, judgments, damages, rights, liabilities, or causes of action as set forth in Article VIII of the Plan.
2. The Holder represents and warrants that (i) to the extent applicable, it is duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation; and (ii) it has the requisite power and authority to enter into, execute and deliver this Subscription Form and to perform its obligations hereunder and has taken all necessary action required for due authorization, execution, delivery and performance hereunder.
3. The Holder acknowledges and understands that this Subscription Form shall not be binding on the Debtors, Blackhawk, or the Combined Company until the terms and conditions set forth in the Blackhawk APA and the Plan are satisfied and the Combined Company executes a counterpart hereof. The Combined Company Second Lien PIK Loans issued to the Holder shall be the number set forth on the Combined Company's acknowledgement signature page below.
4. The Holder agrees that this Subscription Form constitutes a valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith, and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).
5. The Holder acknowledges and understands that:
  - (i) An investment in the Combined Company is speculative and involves significant risks.

- (ii) The Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan will be subject to certain restrictions on transferability as described in the Plan and the respective credit agreements governing the Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan, and as a result of the foregoing, the marketability of the Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan will be severely limited.
  - (iii) The Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan have not been, and will not be, registered under the Securities Act or any state or foreign securities laws.
  - (iv) The representations and warranties by the Holder set forth in Section II.e of the Rights Offering Procedures are hereby incorporated by reference.
  - (v) Neither the Combined Company nor the Debtors intend to register as an investment company under the Investment Company Act of 1940, as amended (“Investment Company Act”), and neither the Debtors nor the Combined Company nor their respective managers, members or partners nor any other person or entity selected to act as an agent of the Debtors or the Combined Company with respect to managing their affairs, is registered as of the date hereof as an investment adviser under the Investment Advisers Act of 1940, as amended (the “Investment Advisers Act”).
- (b) The Holder is aware that: (i) no federal, state, local or foreign agency has passed upon the Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan or made any finding or determination as to the fairness of this investment and (ii) data set forth in any Rights Offering Documents or in any supplemental letters or materials thereto is not necessarily indicative of future returns, if any, which may be achieved by the Combined Company.
6. The Holder hereby acknowledges that the Combined Company seeks to comply with all applicable anti-money laundering laws and regulations. In furtherance of such efforts, the Holder hereby represents and agrees that: (i) no part of the funds used by the Holder to acquire the Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene federal, state, or international laws and regulations, including anti-money laundering laws and regulations; and (ii) no contribution, or payment to the Combined Company by the Holder shall cause the Combined Company to be in violation of any applicable anti-money laundering laws and regulations including without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the U.S. Department of the Treasury Office of Foreign Assets Control regulations. The Holder agrees to provide the Combined Company all information that may be reasonably requested to comply with applicable U.S. law. The Holder agrees to promptly

notify the Combined Company (if legally permitted) if there is any change with respect to the representations and warranties provided herein.

7. The Holder hereby agrees to provide such information and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws, rules and regulations to which the Combined Company is subject.
8. The representations, warranties covenants and agreements of the Holder contained in this Subscription Form will survive the execution hereof and the distribution of the Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan to the Holder.
9. Neither this Subscription Form nor any provision hereof shall be waived, modified, discharged, or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge, or termination is sought except by the Debtors (with the prior written consent of Blackhawk) or the Combined Company, as applicable, in accordance with the Plan and the terms herein.
10. References herein to a person or entity in either gender include the other gender or no gender, as appropriate.
11. This Subscription Form may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same agreement.
12. This Subscription Form and its validity, construction and performance shall be governed in all respects by the laws of the State of New York.
13. This Subscription Form is intended to be read and construed in conjunction with the Combined Company's organizational documents and the other Rights Offering Documents pertaining to the issuance by the Combined Company of the Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan to the Holder.

Date: \_\_\_\_\_

Name of Holder: \_\_\_\_\_

(Print or Type)

Social Security or Federal Tax I.D. No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Person Signing: \_\_\_\_\_

(If other than Holder)

Title (if corporation, partnership or LLC): \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Item 4. Payment Instruction.**

Pursuant to your irrevocable election to exercise your Rights, you must make your payment of the Subscription Purchase Price calculated in Item 2b above by wire transfer or bank or cashier's check so that it is actually received by the Subscription Agent on or before 4:00 p.m. (prevailing Eastern Time) on the Subscription Deadline (October 2, 2015).

Please make cashier's checks payable to "Patriot Coal Rights Offering"

Please have wire transfers delivered to:

Name of Account: Patriot Coal Rights Offering  
Bank Name: Rabobank, N.A.  
Bank Address: Rabobank, N.A., Specialty Deposits  
90 E. Thousand Oaks Blvd., Ste 300 Thousand Oaks, CA 91360  
Routing Number: 122237159  
Account Number: 5010367866  
Swift Code: RABOUS66  
Ref: Patriot Coal Rights Offering #520540  
Special Instructions: Please include "Attn: Specialty Deposit Support - Bank 393"

## **Item 5. Tax Information**

1. Each Holder that is a U.S. person (i.e., a U.S. citizen or resident, a partnership organized under U.S. law, a corporation organized under U.S. law, a limited liability company organized under U.S. law, or an estate or trust (other than a foreign estate or trust whose income from sources without the U.S. is not includible in the beneficiaries' gross income)), must provide its taxpayer identification number on a signed IRS form W-9 to the Subscription Agent. This form is necessary for Patriot Coal Corporation and the Combined Company to comply with its tax filing obligations and to establish that the Holder is not subject to certain withholding tax obligations applicable to non-U.S. persons. The enclosed W-9 form contains detailed instructions for furnishing this information.
  
2. Each Holder that is not a U.S. person or resident alien is required to provide information about its status for withholding purposes, generally on form W-8BEN or W-8-BEN-E (for most foreign beneficial owners), form W-8IMY (for most foreign intermediaries, flow-through entities, and certain U.S. branches), form W-8EXP (for most foreign governments, foreign central banks of issue, foreign tax-exempt organizations, foreign private foundations, and governments of certain U.S. possessions), or form W-8ECI (for most non-U.S. persons receiving income that is effectively connected with the conduct of a trade or business in the United States). Each Holder that is not a U.S. person should provide the Subscription Agent with the appropriate form W-8. Please contact the Subscription Agent if you need further information regarding these forms. Holders may also access the IRS website ([www.irs.gov](http://www.irs.gov)) to obtain the appropriate form W-8 and its instructions.

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

In re:	)	Chapter 11
PATRIOT COAL CORPORATION, <i>et al.</i> ,	)	Case No. 15-32450 (KLP)
Debtors.	)	(Jointly Administered)

**INSTRUCTIONS TO RIGHTS OFFERING PARTICIPANT TRANSFER NOTICE**

**This Rights Offering Participant Transfer Notice shall accompany your Subscription Form, which must be returned so as to be actually received by the Subscription Agent no later than 4:00 p.m. (prevailing Eastern Time) on October 2, 2015.**

You must submit this Rights Offering Participant Transfer Notice<sup>5</sup> if you are the transferee, subsequent to September 18, 2015 but prior to 4:00 p.m. (prevailing Eastern Time) on October 2, 2015, of an Allowed Prepetition LC Facility Claim. In order to exercise such Rights, you must submit this notice so as to be actually by the Subscription Agent no later than the Subscription Deadline (October 2, 2015 at 4:00 p.m. (prevailing Eastern Time)).

**For further information, please refer to the Rights Offering Procedures and the Instructions to the Subscription Certificate, available (free of charge) at [www.cases.primeclerk/PatriotCoal](http://www.cases.primeclerk/PatriotCoal) or by contacting:**

Patriot Coal Rights Offering  
c/o Prime Clerk LLC  
830 3rd Avenue, 9th Floor  
New York, NY 10022  
Phone (domestic toll-free): (844) 864-0639  
International (toll): (929) 342-0754  
Email: [patriotballots@primeclerk.com](mailto:patriotballots@primeclerk.com)

**RIGHTS OFFERING PARTICIPANT TRANSFER NOTICE**

Please take notice that, pursuant to Section II.f of the Rights Offering Procedures, the undersigned Holder (as such term is defined in the Rights Offering Procedures) of an Allowed Prepetition LC Facility Claim (the “Transferor”), has agreed to transfer to the transferee, also a Holder, named below (the “Transferee”), its Allowed Prepetition LC Facility Claim identified herein and any and all rights associated therewith.

<sup>5</sup> Capitalized terms used by not otherwise defined herein shall have the meaning given to such terms in the rights offering procedures (the “Rights Offering Procedures”) attached as Exhibit D to the Disclosure Statement.



The Transferor confirms and certifies that: the Rights and the Claims transferred to the Transferee were not offered or sold by means of any form of general solicitation or general advertising (within the meaning of Regulation D) and such transfer was made in compliance with all applicable laws.

Name of Transferor:	Name of Transferee:
Federal Tax I.D. No.:	Federal Tax I.D. No.:
Street Address:	Street Address:
City, State, Zip Code:	City, State, Zip Code:
Telephone Number:	Telephone Number:
Fax:	Fax:
E-Mail:	E-Mail:

**Amount** of Allowed Prepetition LC Facility Claims Transferred to the Transferee: \$\_\_\_\_\_

The undersigned certifies that: (i) I am an authorized signatory of the Transferor or Transferee, as applicable, (ii) the Transferor is a Holder of the Claims identified herein (Transferor only) and (iii) I understand that the transfer of Claims and any associated rights is subject to the conditions listed above and all the terms and conditions set forth in the Disclosure Statement, the Plan and the Rights Offering Procedures.

Date: \_\_\_\_\_, 2015

Name of Transferor: \_\_\_\_\_

Name of Transferee: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

**Annex B**

Prepetition Term Loan Facility Subscription Form

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

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In re:	)	Chapter 11
	)	
PATRIOT COAL CORPORATION, <i>et al.</i> ,	)	Case No. 15-32450 (KLP)
	)	
Debtors.	)	(Jointly Administered)

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**INSTRUCTIONS TO SUBSCRIPTION FORM  
FOR HOLDERS OF ALLOWED PREPETITION  
TERM LOAN FACILITY CLAIMS FOR THE RIGHTS OFFERING  
IN CONNECTION WITH THE DEBTORS' FOURTH AMENDED JOINT PLAN OF  
REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

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*The Subscription Deadline is 4:00 p.m. (prevailing Eastern Time) on **October 2, 2015** for all Holders of Allowed Prepetition LC Facility Claims and Allowed Prepetition Term Loan Facility Claims. In order to participate in the Rights Offering, this Subscription Form must be actually received by the Subscription Agent by that time, unless provided otherwise herein.*

*On October 5, 2015, the Subscription Agent will notify Holders of Allowed Prepetition Term Loan Facility Claims of the amount of the Term Loan Claim Holder Rights Offering Allotment available to such Holders, as well as the Subscription Purchase Price (as calculated in accordance with this Subscription Form). Holders of Allowed Prepetition Term Loan Facility Claims that wish to participate in the Rights Offering must remit payment of the Subscription Purchase Price so that it is actually received by the Subscription Agent by 5:00 p.m. (prevailing Eastern Time) on **October 6, 2015**.*

On September 18, 2015, the Debtors filed the *Debtors' Fourth Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (as hereafter amended or modified, and including all appendices, exhibits, schedules and supplements thereto, the "Plan") and the accompanying *Fourth Amended Disclosure Statement for the Debtors' Fourth Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code* (as hereafter amended or modified, and including all appendices, exhibits, schedules and supplements thereto, the "Disclosure Statement"). Among other things, the Plan and accompanying Disclosure Statement contemplate the effectuation of certain restructuring transactions to facilitate the Debtors' reorganization, including a rights offering governed by certain procedures set forth in Exhibit D to the Debtors' Disclosure Statement (such procedures, the "Rights Offering Procedures"). The Rights Offering Procedures modify the rights offering procedures set forth in the Rights Offering Approval Order.

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Rights Offering Procedures and the Plan and Disclosure Statement, including all exhibits thereto; *provided, however* that for the avoidance of doubt, references to the “Combined Company” herein at any point in time prior to the consummation of the transactions contemplated in the Blackhawk APA and the Plan shall mean Blackhawk and its direct and indirect subsidiaries.

Pursuant to the Plan, Holders of Allowed Prepetition LC Facility Claims are entitled to participate in the Rights Offering. A complete description of the Rights Offering may be found in the Plan, the Disclosure Statement, the Plan Supplement and the documents referenced therein (the “Rights Offering Documents”).

Copies of the Rights Offering Documents may be obtained, free of charge, at [www.cases.primeclerk/PatriotCoal](http://www.cases.primeclerk/PatriotCoal) or by contacting:

Patriot Coal Rights Offering  
c/o Prime Clerk LLC  
830 3rd Avenue, 9th Floor  
New York, NY 10022  
Phone (domestic toll-free): (844) 864-0639  
International (toll): (929) 342-0754  
Email: [patriotballots@primeclerk.com](mailto:patriotballots@primeclerk.com)

You have received the attached Subscription Form because you are a Holder of an Allowed Prepetition Term Loan Facility Claim. Please utilize the attached Subscription Form to execute your election. In order to elect to participate in the Rights Offering, you must complete and return this Subscription Form to the Subscription Agent so as to be received by the Subscription Agent no later than the Subscription Deadline (October 2, 2015 at 4:00 p.m. (prevailing Eastern Time)): (i) the attached Subscription Form and (ii) the other documents referenced herein (collectively, the “Rights Offering Deliveries”). The payment of your Subscription Purchase Price (as identified in Item 2 below) by wire transfer or bank or cashier’s check must be remitted so as to be received by the Subscription Agent no later than the Term Loan Claim Holder Subscription Purchase Price Deadline (October 6, 2015 at 5:00 p.m. (prevailing Eastern Time)). Your election to participate in the Rights Offering is irrevocable.

Your subscription will be processed by the Subscription Agent in accordance with the Rights Offering Procedures, including but not limited to the procedures set forth below. Your payment of your Subscription Purchase Price will be deposited and held in one or more trust accounts, escrow accounts, treasury accounts, or similar segregated accounts, which may be non-interest bearing accounts (the “Subscription Accounts”). The Subscription Accounts will be maintained by the Subscription Agent for the purpose of holding the money for administration of the Rights Offering in accordance with the Rights Offering Procedures. The Subscription Agent will not use such funds for any other purpose prior to such date and will not encumber or permit such funds to be encumbered with any claims, liens, encumbrances, or other liabilities.

The Rights may not be sold, transferred, or assigned, except in connection with the transfer by a Rights Offering Participant of the corresponding Prepetition Term Loan Facility

Claim to a Holder, as evidenced by a Rights Offering Participant Transfer Notice delivered to the Subscription Agent.

Notwithstanding anything to the contrary contained herein, in the Rights Offering Procedures, or in any other document, the funds contained in the Subscription Accounts shall be refunded to the Rights Offering Participants on the earlier of: (i) the date that is ten (10) business days after the Closing Date and (ii) November 30, 2015 (the earlier of (i) and (ii), the “Refund Date”), *provided, however* that if the transactions contemplated by the Blackhawk APA have been consummated on or after the Closing Date but on or prior to the Refund Date, the funds contained in the Subscription Accounts shall not be refunded to the Rights Offering Participants.

The Rights Offering Procedures are hereby incorporated by reference as if fully set forth herein.

Please review the Rights Offering Documents for further information. Copies of such documents may be accessed, free of charge, at [www.cases.primeclerk.com/PatriotCoal](http://www.cases.primeclerk.com/PatriotCoal) or obtained by contacting:

Patriot Coal Rights Offering  
c/o Prime Clerk LLC  
830 3rd Avenue, 9th Floor  
New York, NY 10022  
Phone (domestic toll-free): (844) 864-0639  
International (toll): (929) 342-0754  
Email: [patriotballots@primeclerk.com](mailto:patriotballots@primeclerk.com)

**Questions.** If you have any questions about this Subscription Form or the subscription procedures described herein, please contact the Subscription Agent at (877) 600-6531 (toll free).

**Important Transfer Restriction.** A Rights Offering Participant’s Rights shall not be transferable, other than in connection with the transfer by a Rights Offering Participant of the corresponding Claim(s) to a Holder, as evidenced by a Rights Offering Participant Transfer Notice delivered to the Subscription Agent.

The form of Rights Offering Participant Transfer Notice is available at [www.cases.primeclerk.com/PatriotCoal/rights.php](http://www.cases.primeclerk.com/PatriotCoal/rights.php).

If the Rights Offering Deliveries are not received by the Subscription Agent by the Subscription Deadline, your unexercised Rights will automatically be relinquished, and you shall have no further interest in the Rights.

To subscribe for the Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan pursuant to the First Lien Rights Offering:

1. Review the amount of your Allowed Prepetition Term Loan Facility Claim set forth below in Item 1.
2. Review your Subscription Amount of Combined Company First Lien Term Loan and Combined Company Second Lien Term Loans in Item 2a.

3. Read and complete the certification, representations, warranties and covenants in Item 3.
4. Return the Subscription Form to the Subscription Agent so that it is actually received on or before the Subscription Deadline (October 2, 2015 at 4:00 p.m. (prevailing Eastern Time)).
5. Return your W-8 or W-9, as applicable, to the Subscription Agent so that it is actually received on or before the Subscription Deadline (October 2, 2015 at 4:00 p.m. (prevailing Eastern Time)). Further information is set forth in Item 6.
6. Pay the Subscription Purchase Price (calculated in accordance with Item 2b) to the Subscription Agent so that it is actually received on or before the Term Loan Claim Holder Subscription Purchase Price Deadline (October 6, 2015 at 5:00 p.m. (prevailing Eastern Time)). You will be notified by the Subscription Agent of the amount of the Term Loan Claim Holder Rights Offering Allotment available to such Holders, as well as the Subscription Purchase Price on October 5, 2015.

**SUBSCRIPTION FORM FOR RIGHTS OFFERING  
IN CONNECTION WITH THE DEBTORS' FOURTH AMENDED JOINT PLAN  
OF REORGANIZATION UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**SUBSCRIPTION DEADLINE**

**The Subscription Deadline is 4:00 p.m. (prevailing Eastern Time)  
on October 2, 2015.**

**Please consult the Rights Offering Documents for additional  
information with respect to this Subscription Form.**

Holders of the Allowed Prepetition Term Loan Facility Claims are entitled to participate in the Rights Offering, as further described in the Rights Offering Procedures. To subscribe, review Item 1a below and read and complete Items 2, 3, 4 and 5 below.

**Item 1. Amount of Eligible Claim(s)**

Pursuant to the Rights Offering Procedures, each Holder of an Allowed Prepetition Term Loan Facility Claim is entitled to participate in the Rights Offering to the extent of such Holder's claim(s) as of the Rights Offering Record Date.

1a. For purposes of the Rights Offering, your Allowed Prepetition Term Loan Facility Claim is:

\_\_\_\_\_.

**Item 2. Subscription Amount; Subscription Purchase Price.**

**2a. Subscription Amount of Combined Company First Lien Term Loan and Combined  
Company Second Lien Term Loan**

Your Subscription Amount of Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan has been calculated as follows:

$\frac{\$[\text{Intentionally Omitted}]^6}{\text{}} \times$	x	$\frac{\$16,875,000 \text{ — LC Facility Claim Holder Combined Company First Lien Allotment}}{\text{}} =$	$\frac{\text{(Your aggregate principal amount of additional purchased Combined Company First Lien Term Loan)}}{\text{}}$
	x	$\frac{\$9,250,000 \text{ — LC Facility Claim Holder Combined Company Second Lien Allotment}}{\text{}}$	$\frac{\text{(Your aggregate principal amount of additional purchased Combined Company Second Lien Term Loan)}}{\text{}}$

**2b. Subscription Purchase Price.**

In order for you to purchase your Rights, you must pay an amount equal to the Subscription Purchase Price by wire transfer or bank or cashier’s check by **5:00 p.m. (prevailing Eastern Time) on October 6, 2015**, as set forth in Item 4 below.

The Subscription Purchase Price is calculated as follows:

$\frac{\$13,500,000 \text{ — LC Facility Claim Holder Subscription Proceeds}}{\text{}} \times$	x	$\frac{\$[\text{Intentionally Omitted}]^7}{\text{}} =$	$\frac{\text{(Subscription Purchase Price)}}{\text{}}$
--	---	--	--

**Do not remit the Subscription Purchase Price with your Subscription Form, which must be submitted so as to be actually received by the Subscription Agent by October 2, 2015. Your Subscription Purchase Price must be actually received by the Subscription Agent by October 6, 2015, after the Subscription Agent has notified Holders, on October 5, 2015, of Allowed Prepetition Term Loan Facility Claims of the Term Loan Claim Holder Rights Offering Allotment that is available, as well as the Subscription Purchase Price (as calculated in accordance with the above).**

**2c. Final Allocation.** Notwithstanding anything herein or in the Rights Offering Documents to the contrary, your Final Allocation of Combined Company First Lien Term Loans and Combined Company Second Lien Term Loans shall be finally determined by the Debtors (with the prior

<sup>6</sup> Numerator represents Holder’s Allowed Prepetition Term Loan Facility Claim (set forth in Item 1a). Denominator represents the total amount of the Allowed Prepetition Term Loan Facility Claims.

<sup>7</sup> Numerator represents Holder’s Allowed Prepetition Term Loan Facility Claim (set forth in Item 1a). Denominator represents the total amount of the Allowed Prepetition Term Loan Facility Claims.



written consent of Blackhawk) or the Combined Company, as applicable, in accordance with the Plan and any funds held in the Subscription Accounts pursuant to the Plan and not utilized pursuant to the Rights Offering Procedures, the Plan, or otherwise, shall be returned to the Holder in accordance with the terms of the Rights Offering Procedures.

### **Item 3. Subscription Certifications, Representations, Warranties and Agreements.**

By returning the Subscription Form:

1. I certify that (i) I am the Holder, or the authorized signatory of a Holder of the Allowed Prepetition Term Loan Facility Claim identified in Item 1; (ii) I agree, or such Holder agrees, to be bound by all the terms and conditions described in the Instructions and as set forth in this Subscription Form; (iii) I have, or such Holder has, obtained a copy of the Rights Offering Documents and all related documents and agreements and understand that the exercise of Rights pursuant to the Rights Offering are subject to all the terms and conditions set forth in such documents; and (iv) I acknowledge, or such Holder acknowledges, that the Debtors, Blackhawk, the Combined Company, the Subscription Agent, and their respective affiliates and each of their (and their affiliates') respective officers, directors, equityholders, employees, members, managers, agents, attorneys, representatives, and advisors shall have no liability to any other party in interest arising from, or related to such parties' participation in, the transactions contemplated by the Rights Offering and hereby are exculpated from any and all claims, obligations, suits, judgments, damages, rights, liabilities, or causes of action as set forth in Article VIII of the Plan.
2. The Holder represents and warrants that (i) to the extent applicable, it is duly formed, validly existing, and in good standing under the laws of the jurisdiction of its formation; and (ii) it has the requisite power and authority to enter into, execute and deliver this Subscription Form and to perform its obligations hereunder and has taken all necessary action required for due authorization, execution, delivery and performance hereunder.
3. The Holder acknowledges and understands that this Subscription Form shall not be binding on the Debtors, Blackhawk, or the Combined Company until the terms and conditions set forth in the Blackhawk APA and the Plan are satisfied and the Combined Company executes a counterpart hereof. The Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan issued to the Holder shall be the number set forth on the Combined Company's acknowledgement signature page below.
4. The Holder agrees that this Subscription Form constitutes a valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws affecting creditors' rights and remedies generally, and subject, as to enforceability, to general principles of equity, including principles of commercial reasonableness, good faith, and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

5. The Holder acknowledges and understands that:
- (i) An investment in the Combined Company is speculative and involves significant risks.
  - (ii) The Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan will be subject to certain restrictions on transferability as described in the Plan and the respective credit agreements governing the Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan, and as a result of the foregoing, the marketability of the Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan will be severely limited.
  - (iii) The Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan have not been, and will not be, registered under the Securities Act or any state or foreign securities laws.
  - (iv) The representations and warranties by the Holder set forth in Section II.e of the Rights Offering Procedures are hereby incorporated by reference.
  - (v) Neither the Combined Company nor the Debtors intend to register as an investment company under the Investment Company Act of 1940, as amended (“Investment Company Act”), and neither the Debtors nor the Combined Company nor their respective managers, members or partners nor any other person or entity selected to act as an agent of the Debtors or the Combined Company with respect to managing their affairs, is registered as of the date hereof as an investment adviser under the Investment Advisers Act of 1940, as amended (the “Investment Advisers Act”).
- (b) The Holder is aware that: (i) no federal, state, local or foreign agency has passed upon the Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan or made any finding or determination as to the fairness of this investment and (ii) data set forth in any Rights Offering Documents or in any supplemental letters or materials thereto is not necessarily indicative of future returns, if any, which may be achieved by the Combined Company.
6. The Holder hereby acknowledges that the Combined Company seeks to comply with all applicable anti-money laundering laws and regulations. In furtherance of such efforts, the Holder hereby represents and agrees that: (i) no part of the funds used by the Holder to acquire the Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene federal, state, or international laws and regulations, including anti-money laundering laws and regulations; and (ii) no contribution, or payment to the Combined Company by the Holder shall cause the Combined Company to be in violation of any applicable anti-money laundering laws and regulations including

without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the U.S. Department of the Treasury Office of Foreign Assets Control regulations. The Holder agrees to provide the Combined Company all information that may be reasonably requested to comply with applicable U.S. law. The Holder agrees to promptly notify the Combined Company (if legally permitted) if there is any change with respect to the representations and warranties provided herein.

7. The Holder hereby agrees to provide such information and to execute and deliver such documents as may reasonably be necessary to comply with any and all laws, rules and regulations to which the Combined Company is subject.
8. The representations, warranties covenants and agreements of the Holder contained in this Subscription Form will survive the execution hereof and the distribution of the Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan to the Holder.
9. Neither this Subscription Form nor any provision hereof shall be waived, modified, discharged, or terminated except by an instrument in writing signed by the party against whom any such waiver, modification, discharge, or termination is sought except by the Debtors (with the prior written consent of Blackhawk) or the Combined Company, as applicable, in accordance with the Plan and the terms herein.
10. References herein to a person or entity in either gender include the other gender or no gender, as appropriate.
11. This Subscription Form may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same agreement.
12. This Subscription Form and its validity, construction and performance shall be governed in all respects by the laws of the State of New York.
13. This Subscription Form is intended to be read and construed in conjunction with the Combined Company's organizational documents and the other Rights Offering Documents pertaining to the issuance by the Combined Company of the Combined Company First Lien Term Loan and Combined Company Second Lien Term Loan to the Holder.

Date: \_\_\_\_\_

Name of Holder: \_\_\_\_\_

(Print or Type)

Social Security or Federal Tax I.D. No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Person Signing: \_\_\_\_\_

(If other than Holder)

Title (if corporation, partnership or LLC): \_\_\_\_\_

Street Address:

City, State, Zip Code: \_\_\_\_\_

Contact E-mail: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Item 4. Payment Instruction.**

Pursuant to your irrevocable election to exercise your Rights, you must make your payment of the Subscription Purchase Price calculated in Item 2b above by wire transfer or bank or cashier's check so that it is actually received by the Subscription Agent on or before 5:00 p.m. (prevailing Eastern Time) on the Term Loan Claim Holder Subscription Purchase Price Deadline (October 6, 2015).

Please make cashier's checks payable to "Patriot Coal Rights Offering"

Please have wire transfers delivered to:

Name of Account: Patriot Coal Rights Offering  
Bank Name: Rabobank, N.A.  
Bank Address: Rabobank, N.A., Specialty Deposits  
90 E. Thousand Oaks Blvd., Ste 300 Thousand Oaks, CA 91360  
Routing Number: 122237159  
Account Number: 5010367866  
Swift Code: RABOUS66  
Ref: Patriot Coal Rights Offering #520540  
Special Instructions: Please include "Attn: Specialty Deposit Support - Bank 393"

## **Item 5. Tax Information**

1. Each Holder that is a U.S. person (i.e., a U.S. citizen or resident, a partnership organized under U.S. law, a corporation organized under U.S. law, a limited liability company organized under U.S. law, or an estate or trust (other than a foreign estate or trust whose income from sources without the U.S. is not includible in the beneficiaries' gross income)), must provide its taxpayer identification number on a signed IRS form W-9 to the Subscription Agent. This form is necessary for Patriot Coal Corporation and the Combined Company to comply with its tax filing obligations and to establish that the Holder is not subject to certain withholding tax obligations applicable to non-U.S. persons. The enclosed W-9 form contains detailed instructions for furnishing this information.
  
2. Each Holder that is not a U.S. person or resident alien is required to provide information about its status for withholding purposes, generally on form W-8BEN or W-8-BEN-E (for most foreign beneficial owners), form W-8IMY (for most foreign intermediaries, flow-through entities, and certain U.S. branches), form W-8EXP (for most foreign governments, foreign central banks of issue, foreign tax-exempt organizations, foreign private foundations, and governments of certain U.S. possessions), or form W-8ECI (for most non-U.S. persons receiving income that is effectively connected with the conduct of a trade or business in the United States). Each Holder that is not a U.S. person should provide the Subscription Agent with the appropriate form W-8. Please contact the Subscription Agent if you need further information regarding these forms. Holders may also access the IRS website ([www.irs.gov](http://www.irs.gov)) to obtain the appropriate form W-8 and its instructions.

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

	)	
In re:	)	Chapter 11
	)	
PATRIOT COAL CORPORATION, <i>et al.</i> ,	)	Case No. 15-32450 (KLP)
	)	
Debtors.	)	(Jointly Administered)
	)	

**INSTRUCTIONS TO RIGHTS OFFERING PARTICIPANT TRANSFER NOTICE**

**This Rights Offering Participant Transfer Notice shall accompany your Subscription Form, which must be returned so as to be actually received by the Subscription Agent no later than 4:00 p.m. (prevailing Eastern Time) on October 2, 2015.**

You must submit this Rights Offering Participant Transfer Notice<sup>1</sup> if you are the transferee, subsequent to September 18, 2015 but prior to 4:00 p.m. (prevailing Eastern Time) on October 2, 2015, of an Allowed Prepetition Term Loan Facility Claim. In order to exercise such Rights, you must submit this notice so as to be actually by the Subscription Agent no later than the Subscription Deadline (October 2, 2015 at 4:00 p.m. (prevailing Eastern Time)).

**For further information, please refer to the Rights Offering Procedures and the Instructions to the Subscription Certificate, available (free of charge) at**

**[www.cases.primeclerk/PatriotCoal](http://www.cases.primeclerk/PatriotCoal) or by contacting:**

Patriot Coal Rights Offering  
c/o Prime Clerk LLC  
830 3rd Avenue, 9th Floor  
New York, NY 10022  
Phone (domestic toll-free): (844) 864-0639  
International (toll): (929) 342-0754  
Email: [patriotballots@primeclerk.com](mailto:patriotballots@primeclerk.com)

**RIGHTS OFFERING PARTICIPANT TRANSFER NOTICE**

Please take notice that, pursuant to Section II.f of the Rights Offering Procedures, the undersigned Holder (as such term is defined in the Rights Offering Procedures) of an Allowed Prepetition LC Facility Claim (the “Transferor”), has agreed to transfer to the transferee, also a Holder, named below (the “Transferee”), its Allowed Prepetition Term Loan Facility Claim identified herein and any and all rights associated therewith.

<sup>1</sup> Capitalized terms used by not otherwise defined herein shall have the meaning given to such terms in the rights offering procedures (the “Rights Offering Procedures”) attached as Exhibit D to the Disclosure Statement.

The Transferor confirms and certifies that: the Rights and the Claims transferred to the Transferee were not offered or sold by means of any form of general solicitation or general advertising (within the meaning of Regulation D) and such transfer was made in compliance with all applicable laws.

Name of Transferor:	Name of Transferee:
Federal Tax I.D. No.:	Federal Tax I.D. No.:
Street Address:	Street Address:
City, State, Zip Code:	City, State, Zip Code:
Telephone Number:	Telephone Number:
Fax:	Fax:
E-Mail:	E-Mail:

**Amount** of Allowed Prepetition LC Facility Claims Transferred to the Transferee: \$\_\_\_\_\_

The undersigned certifies that: (i) I am an authorized signatory of the Transferor or Transferee, as applicable, (ii) the Transferor is a Holder of the Claims identified herein (Transferor only) and (iii) I understand that the transfer of Claims and any associated rights is subject to the conditions listed above and all the terms and conditions set forth in the Disclosure Statement, the Plan and the Rights Offering Procedures.

Date: \_\_\_\_\_, 2015

Name of Transferor: \_\_\_\_\_

Name of Transferee: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:



**Annex C**

Rights Offering Participant Transfer Notice

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

	)				
In re:	)				Chapter 11
	)				
PATRIOT COAL CORPORATION, <i>et al.</i> ,	)				Case No. 15-32450 (KLP)
	)				
Debtors.	)				(Jointly Administered)
	)				

**INSTRUCTIONS TO RIGHTS OFFERING PARTICIPANT TRANSFER NOTICE**

**This Rights Offering Participant Transfer Notice shall accompany your Subscription Form, which must be returned so as to be actually received by the Subscription Agent no later than 4:00 p.m. (prevailing Eastern Time) on October 2, 2015.**

You must submit this Rights Offering Participant Transfer Notice<sup>1</sup> if you are the transferee, (a) subsequent to September 18, 2015 but prior to 4:00 p.m. (prevailing Eastern Time) on October 2, 2015, of an Allowed Prepetition LC Facility Claim or Allowed Prepetition Term Loan Facility Claim against the Debtors along with the corresponding Rights in respect thereof. In order to exercise such Rights, you must submit this notice so as to be actually by the Subscription Agent no later than the Subscription Deadline (October 2, 2015 at 4:00 p.m. (prevailing Eastern Time)).

**For further information, please refer to the Rights Offering Procedures and the Instructions to the Subscription Certificate, available (free of charge) at**

**[www.cases.primeclerk/PatriotCoal](http://www.cases.primeclerk/PatriotCoal) or by contacting:**

Patriot Coal Rights Offering  
c/o Prime Clerk LLC  
830 3rd Avenue, 9th Floor  
New York, NY 10022  
Phone (domestic toll-free): (844) 864-0639  
International (toll): (929) 342-0754  
Email: [patriotballots@primeclerk.com](mailto:patriotballots@primeclerk.com)

**RIGHTS OFFERING PARTICIPANT TRANSFER NOTICE**

Please take notice that, pursuant to Section II.f of the Rights Offering Procedures, the undersigned Holder (as such term is defined in the Rights Offering Procedures) of an Allowed Prepetition LC Facility Claim or Allowed Prepetition Term Loan Facility Claim (the

<sup>1</sup> Capitalized terms used by not otherwise defined herein shall have the meaning given to such terms in the rights offering procedures (the “Rights Offering Procedures”) attached as Exhibit D to the *Fourth Amended Disclosure Statement for the Debtors’ Third Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code*.

“Transferor”), has agreed to transfer to the transferee, also a Holder, named below (the “Transferee”), its Allowed Prepetition LC Facility Claim and/or Allowed Prepetition Term Loan Facility Claim identified herein and any and all rights associated therewith.

The Transferor confirms and certifies that: the Rights and the Claims transferred to the Transferee were not offered or sold by means of any form of general solicitation or general advertising (within the meaning of Regulation D) and such transfer was made in compliance with all applicable laws.

Name of Transferor:	Name of Transferee:
Federal Tax I.D. No.:	Federal Tax I.D. No.:
Street Address:	Street Address:
City, State, Zip Code:	City, State, Zip Code:
Telephone Number:	Telephone Number:
Fax:	Fax:
E-Mail:	E-Mail:

**Amount** of Allowed Prepetition LC Facility Claims Transferred to the Transferee: \$\_\_\_\_\_

**Amount** of Allowed Prepetition Term Loan Facility Claim Transferred to the Transferee: \$\_\_\_\_\_

The undersigned certifies that: (i) I am an authorized signatory of the Transferor or Transferee, as applicable, (ii) the Transferor is a Holder of the Claims identified herein (Transferor only) and (iii) I understand that the transfer of Claims and any associated rights is subject to the conditions listed above and all the terms and conditions set forth in the Disclosure Statement, the Plan and the Rights Offering Procedures.

Date: \_\_\_\_\_, 2015

Name of Transferor: \_\_\_\_\_

Name of Transferee: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Name:

Title:

Title:

**EXHIBIT E**

Financial Projections for the Combined Company and the Liquidating Trust

## Financial Projections<sup>1</sup>

These financial projections (the “*Financial Projections*”) for the Combined Company present, to the best of Blackhawk’s and the Debtors’ knowledge and belief, the Combined Company’s expected financial position, results of operations and cash flows for the projection period. The assumptions and notes to the Financial Projections (the “*Notes*”) disclosed herein are those that Blackhawk and the Debtors believe are significant to the Financial Projections. Because events and circumstances frequently do not occur as expected, there will be differences between the projected and actual results. These differences may be material to the Financial Projections herein.

### I. Projection Assumptions

The Financial Projections have been prepared to assist the Bankruptcy Court in determining whether the Plan meets the “feasibility” requirements of section 1129(a)(11) of the Bankruptcy Code. The Financial Projections have been prepared for the three months ending December 31, 2015 and for the four years ending December 31 of 2016, 2017, 2018 and 2019, respectively (the “*Projection Period*”). The Financial Projections are based on a number of assumptions, and while Blackhawk, with the Debtors’ assistance and input, has prepared the Financial Projections in good faith and believes the assumptions to be reasonable, it is important to note that Blackhawk and the Debtors can provide no assurance that such assumptions will ultimately be realized. The Financial Projections and the Notes should be read in conjunction with the assumptions and qualifications contained herein, the risk factors described in Article X of the Disclosure Statement and the historical financial statements filed by the Debtors as Monthly Operating Reports. Section III herein summarizes the underlying key assumptions upon which the Financial Projections are based.

The Financial Projections take into account the Combined Company’s contemplated operations initiatives and existing conditions in the coal industry. In addition, the Financial Projections are based on the assumption that the Plan will be confirmed as stated in the Disclosure Statement and the Plan and will become effective (the “*Effective Date*”) on or about October 31, 2015.

### II. Accounting Policies

The Financial Projections have been prepared by Blackhawk, with the assistance and input of the Debtors. The Financial Projections were not prepared to comply with the Guidelines for Prospective Financial Statements published by the American Institute of Certified Public Accountants or the rules and regulations of the SEC and by their nature are not financial statements prepared in accordance with accounting principles generally accepted in the United States of America.

The Financial Projections do not reflect the impact of any fresh start reporting in accordance with the Financial Accounting Standards Board, Accounting Standards Codification, Section 852 “Reorganizations” and its potential impact on the Combined Company’s prospective results of operations.

The Financial Projections contain certain statements that are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These statements are subject to a number of assumptions, risks and uncertainties, many of which are beyond the control

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings set forth in the Disclosure Statement. To the extent that a definition of a term in the text of this Exhibit E to the Disclosure Statement and the definition of such term in the Disclosure Statement is inconsistent, the definition included in the Disclosure Statement shall control.

of the Debtors and Blackhawk, including the confirmation of the Plan on the presumed Effective Date, the continuing availability of sufficient borrowing capacity or other financing to fund operations, achieving operating efficiencies, relationship and terms with vendors and trade creditors, cost and availability of raw materials and energy, terms and conditions of new credit facilities (if any), maintaining good employee relations, existing and future governmental regulations and actions of governmental bodies, general economic conditions in the markets in which the Debtors operate, industry specific risk factors (including as detailed in Article X of the Disclosure Statement) and other market and competitive conditions. Holders of Claims and Interests are cautioned that the forward-looking statements speak as of the date made and are not guarantees of future performance. Actual results or developments may differ materially from the expectations expressed or implied in the forward-looking statements, and the Debtors and Blackhawk undertake no obligation to update any such statements.

ALTHOUGH EVERY EFFORT WAS MADE TO BE ACCURATE, THE PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH THE GUIDELINES ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS OR IN ACCORDANCE WITH ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA OR ANY OTHER JURISDICTION, THE FINANCIAL ACCOUNTING STANDARDS BOARD, THE INTERNATIONAL FINANCIAL REPORTING STANDARDS OR THE RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION REGARDING PROJECTIONS. FURTHERMORE, THE PROJECTIONS HAVE NOT BEEN AUDITED OR REVIEWED BY THE DEBTORS' OR BLACKHAWK'S INDEPENDENT CERTIFIED ACCOUNTANTS. WHILE PRESENTED WITH NUMERICAL SPECIFICITY, THE PROJECTIONS ARE BASED ON A VARIETY OF ASSUMPTIONS, WHICH MAY NOT BE REALIZED, AND WHICH ARE SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC, AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES, WHICH ARE BEYOND THE CONTROL OF THE DEBTORS AND BLACKHAWK. CONSEQUENTLY, THE PROJECTIONS SHOULD NOT BE REGARDED AS A REPRESENTATION OR WARRANTY BY ANY OF THE DEBTORS, BLACKHAWK OR ANY OTHER PERSON THAT THE PROJECTIONS WILL BE REALIZED. ACTUAL RESULTS MAY VARY MATERIALLY FROM THOSE PRESENTED IN THE PROJECTIONS. HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN MUST MAKE THEIR OWN DETERMINATIONS AS TO THE REASONABLENESS OF SUCH ASSUMPTIONS AND THE RELIABILITY OF THE PROJECTIONS IN REACHING THEIR DETERMINATIONS OF WHETHER TO ACCEPT OR REJECT THE PLAN.

### **III. Key Assumptions**

#### **a. Combined Company Projected Consolidated Statement of Operations**

- (i) *Total Tons Sold* – Projected tons sold are the aggregation of both contracted and uncontracted tons expected to be sold. Total tons sold are projected to increase over the Projection Period.
  - 1. *Contracted Tons* – Tons to be sold for which buyers have already entered contracts.
  - 2. *Uncontracted Tons* – Tons to be sold for which buyers have yet to enter contracts and selling prices yet to be determined.

	Tons Sold (000s)				
	4Q 2015	2016	2017	2018	2019
Contracted Tons	2,756	3,706	3,270	1,200	--
Uncontracted Tons	2,467	14,996	21,548	24,742	25,449
Total Tons	5,223	18,702	24,818	25,942	25,449
<i>Contracted Tons %</i>	53%	20%	13%	5%	–%
<i>Uncontracted Tons %</i>	47%	80%	87%	95%	100%

- (ii) *Total Sales* – Comprises primarily revenue from coal sales, based on forecasted future pricing for each of Combined Company’s various coal qualities. Sales are based upon estimates of currently contracted sales, projected uncontracted tons sold and forecasted pricing at each mining complex.
- (iii) *Total Production Costs* – Production costs associated with the Combined Company’s mining of coal. Production cost per ton is forecasted to decrease as a result of improved operating efficiency.
- (iv) *Selling, General and Administrative Expenses (“SG&A”)* – SG&A expenses include all expenses related to corporate management and joint facility functions. SG&A expenses are expected to increase in 2017 and then remain relatively constant.
- (v) *Capital Expenditures* – Capital expenditures comprise cash outflows primarily for continued investment in mine development, mining equipment and maintenance costs.
- (vi) *Capital Lease Payments* – Capital lease payments comprise both principal and interest payments associated with Blackhawk capital leases.
- (vii) *Cash Interest* – Post-emergence cash interest related to the Combined Company Debt Facilities as set forth in the Disclosure Statement.
- (viii) *Mandatory Amortization Payments* – Includes 1.0% annual amortization payments on Combined Company First Lien Term Loan and Combined Company 1.5 Lien Term Loan beginning in 2017.
- (ix) *Excess Cash Flow Sweep* – Pursuant to terms of the Combined Company First Lien Term Loan and Combined Company 1.5 Lien Term Loan, assumes the Combined Company is subject to an excess cash flow sweep beginning in 2017. Amount of sweep is contingent on net leverage.
- (x) *Beginning Cash* – Assumes \$80 million of cash post-closing contributed from Blackhawk and proceeds from the Combined Company 1.5 Lien Term Loan.
- (xi) *Total First Lien Debt* – Includes Combined Company New ABL and Combined Company First Lien Term Loan. Assumes total amount of DIP Claims is \$109 million, total amount of funded L/Cs under the Prepetition LC

Facility and Prepetition ABL Facility is \$236 million (net of \$7 million in L/Cs that the Debtors anticipate will be returned prior to a transaction) and total amount of Blackhawk debt is \$263 million. Excludes capital leases and equipment financing.

- (xii) *Total Debt through 1.5 Lien* – Includes Total First Lien Debt and Combined Company 1.5 Lien Term Loan.
- (xiii) *Total Debt* – Includes Total Debt through 1.5 Lien and Combined Company Second Lien Term Loan.



<b>Combined Company Operating Summary and Credit Metrics (\$ in millions)</b>						
	Closing	4Q 2015	2016	2017	2018	2019
Total Tons Sold (000s)		5,223	18,702	24,818	25,942	25,449
Total Sales		\$330	\$1,204	\$1,552	\$1,632	\$1,641
Realization per ton (\$/ton)		\$63.17	\$64.38	\$62.55	\$62.91	\$64.50
Total Production Costs		(\$280)	(\$1,022)	(\$1,295)	(\$1,335)	(\$1,314)
Total Production Costs per ton (\$/ton)		\$53.7	\$54.6	\$52.2	\$51.5	\$51.6
SG&A		(\$5)	(\$15)	(\$18)	(\$18)	(\$18)
<b>Total Costs</b>		<b>(\$285)</b>	<b>(\$1,037)</b>	<b>(\$1,312)</b>	<b>(\$1,353)</b>	<b>(\$1,332)</b>
Total Costs per ton (\$/ton)		(\$54.6)	(\$55.4)	(\$52.9)	(\$52.1)	(\$52.3)
Adjusted EBITDA		\$45	\$167	\$240	\$279	\$309
Capital Expenditures		(26)	(82)	(92)	(96)	(93)
Change in Net Working Capital		(2)	(1)	(2)	(4)	(5)
Capital Lease Payments		(4)	(14)	(12)	(13)	--
<b>Cash Flow before Debt Service</b>		<b>\$13</b>	<b>\$71</b>	<b>\$134</b>	<b>\$166</b>	<b>\$212</b>
Cash Interest		(17)	(70)	(70)	(73)	(75)
Mandatory Amortization		--	--	(6)	(6)	(6)
Excess Cash Flow Sweep		--	--	--	--	--
<b>Net Free Cash Flow</b>		<b>(\$5)</b>	<b>\$0</b>	<b>\$58</b>	<b>\$88</b>	<b>\$131</b>
Beginning Cash		\$80	\$75	\$76	\$134	\$222
Ending Cash	\$80	75	76	134	222	354
Total First Lien Debt	\$445	\$445	\$445	\$440	\$436	\$431
Net First Lien Debt	365	369	369	306	213	78
Total Debt through 1.5 Lien	\$560	\$562	\$570	\$573	\$577	\$581
Net Debt through 1.5 Lien	480	486	494	439	354	228
Total Debt	\$752	\$756	\$774	\$787	\$802	\$817
Total Net Debt	672	681	698	653	579	464
Total First Lien Debt / EBITDA		2.5x	2.7x	1.8x	1.6x	1.4x
Total First Lien Net Debt / EBITDA		2.1x	2.2x	1.3x	0.8x	0.3x
Total Debt through 1.5 Lien / EBITDA		3.1x	3.4x	2.4x	2.1x	1.9x
Net Debt through 1.5 Lien / EBITDA		2.7x	3.0x	1.8x	1.3x	0.7x
Total Debt / EBITDA		4.2x	4.6x	3.3x	2.9x	2.6x
Total Net Debt / EBITDA		3.8x	4.2x	2.7x	2.1x	1.5x
EBITDA / Cash Interest		2.6x	2.4x	3.4x	3.8x	4.1x
(EBITDA – Capex) / Cash Interest		1.1x	1.2x	2.1x	2.5x	2.9x

**b. Combined Company Sources and Uses of Debt**

- (i) *New First Lien Debt* – Includes Combined Company New ABL and Combined Company First Lien Term Loan. Assumes total amount of DIP Claims is \$109 million, total amount of funded L/Cs under the Prepetition LC Facility and Prepetition ABL Facility is \$236 million (net of \$7 million in L/Cs that the Debtors anticipate will be returned prior to a transaction) and total amount of Blackhawk debt is \$263 million. Excludes capital leases and equipment financing.

- (ii) *New 1.5 Lien Debt* – Includes Combined Company 1.5 Lien Term Loan. Assumes Combined Company 1.5 Lien Term Loan Lenders receive \$115 million in Combined Company 1.5 Lien Term Loan in exchange for \$80 million cash contribution.
- (iii) *New Second Lien Term Loan* – Includes Combined Company Second Lien Term Loan. Assumes Prepetition LC Facility receives \$155 million in Combined Company Second Lien Term Loan. Assumes \$163 million of Blackhawk debt receives \$37 million of Combined Company Second Lien Term Loan.
- (iv) *Patriot DIP* – Assumes DIP Claims of \$109 million.
- (v) *OID on Patriot DIP* – Assumes additional \$6 million consideration to DIP Claims in the form of Original Issue Discount (“OID”).
- (vi) *Patriot ABL* – Includes L/Cs under the Prepetition ABL Facility of \$44 million (net of \$0.7 million in L/Cs that the Debtors anticipate will be returned prior to a transaction)
- (vii) *Patriot L/C Facility* – Includes L/Cs under the Prepetition LC Facility of \$192 million (net of \$6.2 million in L/Cs that the Debtors anticipate will be returned prior to a transaction).
- (viii) *1.5 Lien Debt Issued to Combined Company 1.5 Lien Term Loan Lenders* – Includes \$80 million of Combined Company 1.5 Lien Term Loan issued to Combined Company 1.5 Lien Term Loan Lenders; excludes OID.
- (ix) *OID on Combined Company 1.5 Lien Term Loan* – Assumes additional \$35 million of Combined Company 1.5 Lien Term Loan issued to Combined Company 1.5 Lien Term Loan Lenders in the form of OID.
- (x) *Blackhawk Debt* – Assumes \$263 million of existing Blackhawk debt. Excludes capital leases and equipment financing.
- (xi) *OID to Blackhawk* – Assumes additional \$60 million of Combined Company Debt Facilities issued to Blackhawk debt in the form of OID.

<b>Sources and Uses of Debt (\$ in millions)</b>			
<b>Sources</b>		<b>Uses</b>	
New First Lien Debt	\$445	DIP Facility	\$109
New 1.5 Lien Debt	115	OID on DIP Facility	6
New Second Lien Term Loan	192	Prepetition ABL	44
Cancellation of Prepetition LC Facility	37	Prepetition LC Facility	192
Cancellation of Prepetition Term Loan Facility	247	Prepetition Term Loan Facility	247
Cancellation of Prepetition Notes	306	Prepetition Notes	306
		1.5 Lien Debt Issued to Combined Company 1.5 Lien Term Loan Lenders	80
		OID on Combined Company 1.5 Lien Term Loan	35
		Blackhawk Debt	263
		OID to Blackhawk	60
Total Sources	<u>\$1,341</u>	Total Uses	<u>\$1,341</u>

**c. Combined Company Sources and Uses of Cash**

- (i) *Cash from 1.5 Lien Term Loan Lenders* – Assumes cash contribution of \$80 million in exchange for Combined Company 1.5 Lien Term Loan.
- (ii) *Blackhawk Cash* – Assumes Blackhawk cash balance of \$30 million.
- (iii) *Rights Offering Proceeds* – Assumes \$13.5 million of cash proceeds from the Rights Offering.
- (iv) *3<sup>rd</sup> Party Investment* – Assumes \$43 million of cash proceeds that, along with the Rights Offering Proceeds, will purchase select tranches of Blackhawk debt.

<b>Sources and Uses of Cash (\$ in millions)</b>			
<b>Sources</b>		<b>Uses</b>	
Cash from 1.5 Lien Term Loan Lenders	\$80	Purchase Select Tranches of Blackhawk Debt	\$57
Blackhawk Cash	30	Cash to Combined Company	80
Rights Offering Proceeds	14	Cash for Debtors	30
3rd Party Investment	<u>43</u>		
Total Sources	<u>\$167</u>	Total Uses	<u>\$167</u>

d. Combined Company Pro Forma Capitalization

<b>Pro Forma Capitalization</b>				<b>2016E</b>	
	<b>Maturity</b>	<b>Rate</b>	<b>Amount</b>	<b>Leverage</b>	
ABL	4 years	TBD	\$44		
First Lien	5 years	13.5% cash	401		
<b>Total through 1.5 Lien</b>			<b>\$445</b>	<b>2.7x</b>	
1.5 Lien	5 years	5% cash and 7% PIK	115		
<b>Total through 1.5 Lien</b>			<b>\$560</b>	<b>3.3x</b>	
Second Lien	6 years	2% cash and 5% PIK in years 1-2 3% cash and 5% PIK in year 3 4% cash and 5% PIK in year 4 5% cash and 5% PIK in year 5 6% cash and 5% PIK in year 6	192		
<b>Total Debt</b>			<b>\$752</b>	<b>4.5x</b>	
(Less): Cash			(80)		
<b>Total Net Debt</b>			<b>\$672</b>	<b>4.0x</b>	

III. Comparison to Financial Projections in Third Amended Disclosure Statement

<b>Increase/(Decrease) vs Financial Projections in Third Amended Disclosure Statement (\$ in millions)</b>						
	<b>Closing</b>	<b>4Q 2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>2019</b>
Total Tons Sold (000s)		0	(925)	(375)	(400)	0
Total Sales		\$0	(\$45)	(\$86)	(\$132)	(\$177)
Realization per ton (\$/ton)		\$--	\$0.75	(\$2.49)	(\$4.06)	(\$6.95)
Total Production Costs		\$2	(\$15)	(\$8)	(\$11)	(\$11)
Total Production Costs per ton (\$/ton)		\$0.38	\$1.82	\$0.46	\$0.36	(\$0.43)
SG&A		(\$2)	(\$5)	(\$7)	(\$7)	(\$7)
<b>Total Costs</b>		<b>\$0</b>	<b>(\$20)</b>	<b>(\$15)</b>	<b>(\$18)</b>	<b>(\$18)</b>
Total Costs per ton (\$/ton)		\$0.06	\$1.61	\$0.17	\$0.10	(\$0.72)
Adjusted EBITDA		\$0	(\$25)	(\$71)	(\$114)	(\$159)
Capital Expenditures		0	(16)	(17)	(17)	(16)
Change in Net Working Capital		9	(3)	(6)	(5)	(6)
Capital Lease Payments		--	--	--	--	--
<b>Cash Flow before Debt Service</b>		<b>(\$9)</b>	<b>(\$7)</b>	<b>(\$48)</b>	<b>(\$91)</b>	<b>(\$137)</b>

**EXHIBIT F**

[Intentionally Omitted]

**EXHIBIT G**

[Intentionally Omitted]

**EXHIBIT H**

[Intentionally Omitted]

**EXHIBIT I**

[Intentionally Omitted]



**EXHIBIT J**

[Intentionally Omitted]

**EXHIBIT K**

Executed VCLF APA

**ASSET PURCHASE AGREEMENT**

dated as of

August 16, 2015

by and among

**VIRGINIA CONSERVATION LEGACY FUND, INC.,**

**ERP COMPLIANT FUELS, LLC,**

**PATRIOT COAL CORPORATION,**

**THE SUBSIDIARIES OF PATRIOT COAL CORPORATION LISTED ON SCHEDULE  
A HERETO**

and

**PATRIOT COAL CORPORATION,  
AS SELLERS' REPRESENTATIVE**

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## ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (this “**Agreement**”), dated as of August 16, 2015 (the “**Effective Date**”), is by and among Virginia Conservation Legacy Fund, Inc., a Virginia non-stock corporation (“**Parent**”), ERP Compliant Fuels, LLC, a Virginia limited liability company (“**Buyer**”, and together with Parent, the “**Buyer Parties**”), Patriot Coal Corporation, a Delaware corporation (“**Patriot**”), the Subsidiaries (as hereinafter defined) of Patriot that are set forth on Schedule A (collectively, the “**Patriot Subsidiaries**”, and together with Patriot, the “**Sellers**”) and Patriot, as Sellers’ Representative (“**Sellers’ Representative**”). The Sellers, the Buyer Parties and Sellers’ Representative are referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

### WITNESSETH:

**WHEREAS**, Patriot and the Patriot Subsidiaries conduct a business that mines, processes, markets and sells coal through certain mining complexes;

**WHEREAS**, on May 12, 2015 (the “**Petition Date**”), Patriot and its Subsidiaries filed petitions as debtors in possession under Chapter 11 of the Bankruptcy Code (as hereinafter defined) in the United States Bankruptcy Court for the Eastern District of Virginia (the “**Bankruptcy Court**”);

**WHEREAS**, Buyer desires to purchase certain assets and assume certain liabilities of the Sellers, and the Sellers desire to sell certain assets and transfer certain liabilities of the Sellers, upon the terms and subject to the conditions hereinafter set forth;

**WHEREAS**, upon the terms and conditions set forth herein, the Parties intend to effectuate the transactions contemplated by this Agreement (the “**Transaction**”) pursuant to a plan of reorganization of the Sellers under Chapter 11 of the Bankruptcy Code (such plan, the “**Plan**”); and

**WHEREAS**, the execution and delivery of this Agreement and the Sellers’ ability to consummate the Transaction are subject, among other things, to the authorization of the Bankruptcy Court pursuant to section 1129 of the Bankruptcy Code and is expected to be consummated concurrently with the effective date of the Plan (the “**Plan Effective Date**”).

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE 1 DEFINITIONS

#### **Section 1.01 Definitions.**

- (a) As used herein, the following terms have the following meanings:



“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, formal inquiry, audit, notice of violation, proceeding or litigation, whether civil, criminal, administrative, regulatory, at law, in equity or otherwise.

“**Affiliate**” means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with such other Person. For purposes of this definition, “control” when used with respect to any Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms “controlling” and “controlled” have correlative meanings.

“**Alternative Transaction**” means (i) the filing of a plan of reorganization contemplating the sale or retention of all or any material portion of the Purchased Assets that is inconsistent with the terms of this Agreement or (ii) a sale, lease or other disposition directly or indirectly by merger, consolidation, tender offer, share exchange or otherwise to one or more third parties of all or any material portion of the Purchased Assets (whether in one or a series of transactions).

“**Applicable Law**” means, with respect to any Person, any transnational, domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling, reporting or licensing requirement or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person or its assets, Liabilities or business, as amended unless expressly specified otherwise.

“**Assumed Leases**” means, specifically excluding any Excluded Assets, (a) the real property leases and subleases of Sellers outside the red boundaries of the maps attached as Schedule 1.01(a)(iv) or Schedule 1.01(a)(v), (b) all real property or real property interests leased or subleased by a Seller pursuant to such leases and subleases outside the areas described in the foregoing clause (a) and (c) or as otherwise listed in Schedule 3.06(a)(i), together with any and all underground and surface coal reserves, mineral rights, mining rights, surface rights, rights of way, easements, fixtures and improvements set forth in, and all unrecouped minimum, advance or prepaid production royalties with respect to, such leases and subleases.

“**Avoidance Action**” means any avoidance, preference or recovery, claim, action or proceeding arising under Chapter 5 of the Bankruptcy Code or under any similar state or federal law.

“**Bankruptcy Case**” means the case commenced by the Sellers under Chapter 11 of the Bankruptcy Code, styled *In re Patriot Coal Corporation, et al.*, Case No. 15-32450 (KLP) (E.D. Va., filed May 12, 2015) and pending before the Bankruptcy Court.

“**Bankruptcy Code**” means title 11 of the United States Code, sections 101 *et. seq.*

“**Bidding Procedures Order**” means that certain order entered by the Bankruptcy Court on June 23, 2015 Doc. 406, approving certain bidding procedures, break-up fees and expense reimbursement amounts, including those with respect to the transactions contemplated by the Blackhawk Purchase Agreement, as such order may be amended, supplemented or modified from time to time and including all exhibits attached to such order.

“**Black Lung Benefits Act**” means the Black Lung Benefits Act, title 30 of the United States Code, sections 901 *et seq.*, the Black Lung Benefits Reform Act of 1977, Pub. L. No. 95-239, 92 Stat. 95 (1978), the Black Lung Benefits Amendments of 1981, Pub. L. No. 97-119, 95 Stat. 1643, and the Black Lung Consolidation of Administrative Responsibility Act, Pub. L. No. 107-275, 116 Stat. 1925.

“**Black Lung Liabilities**” means any liability or benefit obligations related to black lung claims and benefits under the Black Lung Benefits Act, and occupational pneumoconiosis, silicosis or other lung disease liabilities and benefits arising under federal law.

“**Blackhawk**” means Blackhawk Mining LLC, a Kentucky limited liability company.

“**Blackhawk Purchase Agreement**” means that certain Asset Purchase Agreement, dated as of June 22, 2015, by and among Blackhawk and the Sellers.

“**Break-Up Fee**” means \$5,000,000.

“**Business Day**” means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by Applicable Law to close.

“**Buyer Bid Protections Order**” means an order (in form and substance acceptable to Buyer) of the Bankruptcy Court approving the Break-up Fee and Expense Reimbursement Amount with respect to the transactions contemplated by this Agreement, as such order may be amended, supplemented or modified from time to time (in form and substance acceptable to Buyer).

“**Closing Date**” means the date of the Closing.

“**Coal Act**” means the Coal Industry Retiree Health Benefit Act.

“**Coal Reserves**” means all of the coal located within a Purchased Mining Complex or a Purchased Reserve Area.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Contract**” means any note, bond, mortgage, indenture, agreement, lease, sublease, license, sublicense, contract, trust, instrument, arrangement, guarantee, purchase order or other commitment, obligation or understanding, whether oral or written, that is legally binding.

“**Contracts Assignment and Assumption Agreements**” means the Assignment and Assumption Agreements for the Assumed Contracts, substantially in the form attached hereto as Exhibit A.

“**Contract Notice**” has the meaning ascribed to such term in the Bidding Procedures Order.

“**Counterparty**” or “**Counterparties**” means, as applicable, (i) Blackhawk, if Blackhawk consummates the transactions contemplated by the Blackhawk Purchase Agreement, (ii) a Winning Bidder other than Blackhawk and/or (iii) Reorganized Patriot.

“**Counterparty Consent Decree Payment Agreement**” means an agreement to be entered into by and between Buyer and a Counterparty (or Counterparties) providing for certain payments by such Counterparty (or Counterparties) to Buyer that are related to the assumption by Buyer of certain selenium treatment obligations, which agreement shall be on terms and conditions reasonably acceptable to the parties thereto and Seller (whether or not Seller is a Counterparty).

“**Counterparty Consent Decree Release and Access Agreement**” means the release and access agreement to be entered into by and between Buyer and a Counterparty (or Counterparties) providing for (i) the assumption of certain selenium obligations by Buyer, (ii) the release of such Counterparty regarding the selenium obligations assumed by Buyer, and (iii) access to Buyer to the affected properties related such selenium obligations, which agreement shall be on terms and conditions reasonably acceptable to the parties thereto and Seller (whether or not Seller is a Counterparty).

“**Data Room**” means the IntraLinks, Inc. virtual data room at <https://services.intralinks.com> named “Project Patriot” established by the Sellers, and all its contents.

“**Disclosure Schedule**” means the disclosure schedule, dated the Effective Date, regarding this Agreement that has been provided by the Sellers to Buyer on the Effective Date, as may be amended in accordance with Section 2.05.

“**Employee-related Liabilities**” means (i) Black Lung Liabilities, (ii) any and all claims relating to employee health and safety, including claims for injury, sickness, disease or death, of any Business Employees, former employees who worked or who were employed at the Purchased Assets, or other individuals who received compensation in connection with services provided at or on behalf of the Purchased Assets or otherwise for Sellers, (iii) Liabilities (A) under any collective bargaining agreements (including the Seller Collective Bargaining Agreement), (B) under or relating to employee benefit plans and compensation arrangements maintained or sponsored by Sellers, (C) for retiree medical or other welfare benefits for any employees, including liabilities under or in relation to the Coal Act, including as a successor to any obligation under the Coal Act, (D) for or associated with contributions to the UMWA 1974 Pension Plan, including Seller’s withdrawal liabilities, or (E) for any common law successorship obligations in relation to the UMWA 1974 Pension Plan, and (iv) any and all other Liabilities to Business Employees and former employees who worked or who were employed at the Purchased Assets, or other individuals who received compensation in connection with services provided at or on behalf of the Purchased Assets or otherwise for Sellers; *provided, that*, the foregoing shall not be deemed to include any Workers’ Compensation Liabilities (all of which are Assumed Liabilities).

“**Encumbrance**” means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, bailment (in the nature of a pledge or for purposes of security), deed of

trust, grant of a power to confess judgment, conditional sales and title retention agreement (including any lease or license in the nature thereof), claim, easement, encroachment, right of way, charge, condition, equitable interest, restriction or encumbrance of any kind.

“**Environmental Law**” means any Applicable Law relating to: (i) the pollution, protection or reclamation of the environment or (ii) the management, use, Release, or disposal into the environment of, or human exposure to, any Hazardous Material.

“**ERISA**” means the Employee Retirement Income Security Act of 1974.

“**Excluded Pre-Closing Fines**” means any monetary fines and penalties imposed by any Governmental Authority relating to events that occurred prior to the Closing (whether or not disclosed on Schedules 3.08(a), (b) or (c), or Schedule 3.14).

“**Existing Patriot ABL Agent**” means Deutsche Bank AG New York Branch, or any successor thereto in its capacity as administrative agent under the Existing Patriot ABL Facility.

“**Existing Patriot ABL Facility**” means that certain Credit Agreement, dated as of December 18, 2013, by and among Patriot, as parent borrower, the other Subsidiaries of Patriot party thereto as borrowers, the Existing Patriot ABL Agent, and the other lenders and letter of credit issuers party thereto, as such credit agreement may be amended, restated, supplemented, modified, refinanced or replaced from time to time in accordance with the terms thereof and hereof.

“**Existing Patriot DIP Facility**” means that certain Superpriority Secured Debtor-in-Possession Credit Agreement, dated as of May 13, 2015, by and among Patriot, as borrower, Cantor Fitzgerald Securities, as administrative agent, and the other lenders party thereto, as such credit agreement may be amended, restated, supplemented, modified, refinanced or replaced from time to time in accordance with the terms thereof and hereof.

“**Existing Patriot First Lien Term Loan**” means Patriot’s outstanding “Term Loan” under (and as defined in) that certain Credit Agreement (L/C Facility and Term Facility), dated as of December 18, 2013, by and among Patriot, as borrower, Barclays Bank PLC, as the “L/C administrative agent”, Cortland Capital Markets Services LLC, as the “term administrative agent”, and the lenders party thereto.

“**Existing Patriot LC Facility**” means, collectively, those outstanding letters of credit issued for the account of Patriot and its Subsidiaries under that certain Credit Agreement (L/C Facility and Term Facility), dated as of December 18, 2013, by and among Patriot, as borrower, Barclays Bank PLC, as the “L/C administrative agent”, Cortland Capital Markets Services LLC, as the “term administrative agent”, and the lenders party thereto, and set forth on Schedule 1.01(a)(vii).

“**Existing Patriot Second Lien PIK Notes**” means those certain 15.0% Senior Secured Second Lien PIK Toggle Notes due December 15, 2023, issued in connection with that certain indenture, dated as of December 18, 2013, by and between Patriot, as issuer, and U.S. Bank National Association, as indenture trustee.

“**Existing Patriot Secured Debt**” means all Indebtedness, Liabilities and claims arising under and in connection with the Existing Patriot ABL Facility, the Existing Patriot DIP Facility, the Existing Patriot LC Facility, the Existing Patriot First Lien Term Loan, and the Existing Patriot Second Lien PIK Notes.

“**Expense Reimbursement Amount**” means an aggregate amount equal to the reasonable and documented out-of-pocket third party costs, fees and expenses of Buyer (including legal, accounting, and other consulting fees and expenses, other than any success or similar fees payable to any financial advisors, consultants or other Persons, or any fees incurred in connection with establishing, or maintaining, a management team or their due diligence activities) incurred in connection with the transactions contemplated by this Agreement, including, without limitation, (i) the negotiation and execution of this Agreement and the Transaction Documents and (ii) carrying out its obligations under this Agreement and the Transaction Documents prior to the Closing; *provided*, that the Sellers shall, on a joint and several basis, only be obligated to pay directly or reimburse Buyer for the first \$2,250,000 of such amounts, and thereafter for fifty percent (50%) of such amounts until the Sellers have paid directly or reimbursed Buyer for such amounts in an aggregate amount of \$3,500,000.

“**Final Order**” means an order or judgment 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 is and remains in full force and effect, has not been modified, amended, reversed, vacated or stayed and as to which (i) the time to appeal, petition for certiorari, or move for a new trial, re-argument or rehearing has expired and as to which no appeal, petition for certiorari or motion for new trial, re-argument or rehearing shall then be pending or (ii) if an appeal, writ of certiorari new trial, re-argument 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, re-argument or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari or move for a new trial, re-argument or rehearing shall have expired, as a result of which such order shall have become final in accordance with Rule 8002 of the Federal Rules of Bankruptcy Procedure; *provided*, that the possibility that a motion under Rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Bankruptcy Procedure, may be filed relating to such order, shall not cause an order not to be a Final Order.

“**Fundamental Representations**” means the representations and warranties set forth in Section 3.01, Section 3.02, Section 3.03, the last sentence of Section 3.07(b), Section 4.01, Section 4.02, Section 4.03 and Section 4.07.

“**GAAP**” means generally accepted accounting principles in the United States, consistently applied.

“**General Assignments and Bills of Sales**” means the General Assignments and Bills of Sales for the Purchased Assets, substantially in the form attached hereto as Exhibit B.

“**Governmental Authority**” means any transnational, domestic or foreign federal, state, local, provincial, municipal, special purpose, administrative or other governmental or quasi-governmental authority or regulatory body, court, tribunal, arbitrating body, governmental department, commission, board, officer, self-regulating authority, taxing authority, bureau or agency, as well as any other instrumentality or entity designated to act for or on behalf of any of the foregoing.

“**Hazardous Material**” means any pollutant, contaminant or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous substance, waste or material that in each case is regulated under any Environmental Law, including but not limited to, (i) oil or other petroleum products, (ii) “hazardous wastes,” as defined by the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., (iii) “hazardous substances,” as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (“**CERCLA**”), 42 U.S.C. §9601 et seq., (iv) “hazardous materials,” as defined by the Hazardous Materials Transportation Act (HMTA), 49 U.S.C. §5102, or similar state or local law, ordinance, regulation or order, and (v) radioactive materials subject to the Atomic Energy Act (AEA), 42 U.S.C. §2011 et seq., or similar state or local law, ordinance, regulation or order.

“**HSR Act**” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

“**Indebtedness**” means, with respect to any Person, (i) all indebtedness for borrowed money, (ii) all indebtedness evidenced by notes, bonds, mortgage loans, term loans, debentures or other similar instruments, (iii) all obligations for the deferred purchase price of property or services (including any obligations relating to any earn-out or bonus payments, but excluding trade payables and operating expenses accrued in the ordinary course of business), (iv) all obligations under capitalized leases, (v) all guarantees (other than those made in the ordinary course of business) or other commitments by which such Person assures a creditor against loss (including contingent reimbursement obligations regarding letters of credit) with respect to Indebtedness of another Person, (vi) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to acquired property, (vii) all obligations under commodity swap agreements, commodity cap agreements, interest rate cap agreements, interest rate swap agreements, foreign currency exchange agreements and other similar agreements, and (viii) all outstanding due and unpaid prepayment premiums, if any, and accrued interest, fees and expenses related to any of the items set forth in clauses (i) through (vii).

“**Independent Accounting Firm**” means an independent certified public accounting firm in the United States of good national reputation mutually acceptable to Sellers’ Representative and Buyer.

“**Intellectual Property Right**” means any trademark, service mark, trade name, domain name or URL, mas-work, software, invention, patent, trade secret, copyright, know-how (including any issuances, registrations or applications for registration of any of the foregoing) or any other similar type of intellectual property right of any nature anywhere in the world.

“**IP Assignment Agreement**” means an Intellectual Property Assignment and Transfer Agreement dated as of the Closing Date by and between Patriot and Buyer with respect to the

Intellectual Property Rights set forth in Schedule 2.01(k), the terms of which shall be reasonably agreed to by the Parties.

“**Knowledge**” means (i) with respect to Buyer, to the knowledge of the officers of Buyer listed on Schedule 1.01(a)(i), assuming reasonable inquiry and (ii) with respect to any Seller, to the knowledge of the officers of Sellers listed on Schedule 1.01(a)(ii), assuming reasonable inquiry.

“**Lease Assignment and Assumption Agreements**” means the Lease Assignment and Assumption Agreements for the Assumed Leases owned by the Sellers or any of their Subsidiaries, substantially in the form attached hereto as Exhibit C.

“**Liabilities**” means all existing or future liabilities, debts, obligations, duties, or adverse claims of any Seller of every type and trade, whether matured or unmatured, fixed or contingent, absolute or contingent, known or unknown, accrued or unaccrued, liquidated or unliquidated, direct or indirect, or otherwise in respect of any and all matters or events, including those arising under Applicable Law, 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, including all liabilities arising out of or related to the sponsorship of, the responsibility for, contributions to, or any liability in connection with any employee plan maintained or contributed to by any Seller. Without limiting the foregoing, Liabilities shall include any continuation coverage (including any penalties, excise taxes or interest resulting from the failure to provide continuation coverage) required by Applicable Law due to qualifying events, including continuing coverage for any of the Sellers’ employees terminated prior to the Closing Date or whose employment is terminated in connection with the transaction contemplated hereby, or who are not hired by Buyer in connection with the transaction contemplated hereby, whether or not said Liabilities are reflected on the books of such Seller.

“**LOC and Bond Rights Transfer Agreement**” means that certain agreement providing for the assumption by the Buyer Parties of the right to receive the proceeds of the letters of credit set forth on Schedule 1.01(a)(vii), to be entered into by and among the Buyer Parties, Barclays Bank PLC, as the “L/C administrative agent”, the Existing Patriot ABL Agent and Argo Group International Holdings Ltd.

“**Loss(es)**” means all losses, Liabilities, obligations, damages, deficiencies, expenses, Actions, suits, proceedings, demands, assessments, interest, awards, penalties, fines, Taxes, costs and expenses of whatever kind (including reasonable attorneys’ fees, court costs, expert witness fees, transcript costs and other expenses of litigation, costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers) and judgments (at law or in equity) of any nature.

“**Material Adverse Effect**” means any change, development, occurrence, circumstance or effect that has had or would reasonably be expected to have, individually or in the aggregate with all other changes, developments, occurrences, circumstances or effects, a material adverse effect on the condition (financial or otherwise), assets, liabilities, business or results of operations of the Purchased Business, taken as a whole, excluding any change, development, occurrence, circumstance or effect resulting from (A) changes in GAAP or changes in the

regulatory accounting requirements applicable to any industry in which the Purchased Business operates, in each case following the Effective Date, (B) changes in financial or securities markets or general economic or political conditions in the United States or any other country or region, (C) changes (including changes of Applicable Law following the Effective Date) in general conditions in the primary industry in which the Purchased Business operates, (D) acts of war, sabotage or terrorism or natural disasters, (E) the announcement of the transactions contemplated by this Agreement or the Transaction Documents, (F) any action taken (or omitted to be taken) at the written request of Buyer or its Affiliates, (G) any failure by the Sellers or the Purchased Business to meet any projections or forecasts for any period occurring on or after the Effective Date, but the underlying basis for such failure may be taken into account in determining any such material adverse effect, (H) the filing of the Bankruptcy Case and operations of the Purchased Business in bankruptcy or (I) any action taken by Patriot or any Patriot Subsidiary that is required pursuant to this Agreement, in each case of clauses (A), (B), (C) and (D), to the extent the Purchased Business is not materially disproportionately affected thereby as compared with other participants in the primary industry in which the Purchased Business operates.

“**MCD Release Agreement**” means that certain agreement by and among Buyer, the applicable non-governmental organizations that are a party to the Modified Consent Decree, and Sellers (and/or a Counterparty (or Counterparties) if applicable) providing for (i) the release of Sellers (and/or the applicable Counterparty) by the non-governmental organizations that are a party to the Modified Consent Decree, and (ii) the assumption by Buyer of certain compliance obligations under the Modified Consent Decree, which agreement shall be on terms and conditions reasonably acceptable to the parties thereto and Seller (whether or not Seller is a Counterparty).

“**Modified Consent Decree**” means the Modified Consent Decree entered into by the Ohio Valley Environmental Coalition, Inc. et al. and Patriot Coal Corporation, et al., dated Nov. 15, 2012, in Civil Action No. 3:11-cv-00115, including any future amendments thereto.

“**Order**” means any order, injunction, judgment, decree, ruling, writ, assessment or arbitration award of a Governmental Authority of competent jurisdiction.

“**Owned Real Property**” means, specifically excluding any Excluded Assets, all real property, and all right, title and interest therein, owned by a Seller in West Virginia, Pennsylvania, Illinois, Missouri, Oklahoma, Indiana, and Kentucky and outside the red boundaries of the maps attached as Schedule 1.01(a)(iv) or Schedule 1.01(a)(v) or as otherwise listed in Schedule 3.05(a)], together with all of such Seller’s right, title and interest in and to the following, as it relates to the real property located at a Purchased Mining Complex (and as used in the operation of the Purchased Business as conducted) or as it relates to the real property located at a Purchased Reserve Area: (i) all buildings, structures and improvements located on such real property owned by such 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 such Seller, (iii) all rights of way, easements, if any, in or upon such real property owned by such Seller and all right-of-way and other rights and appurtenances belonging or in any way pertaining to such real property interests owned by such Seller (including the right, title and interest of such Seller in and to any coal reserves, mineral rights, 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 such Seller), (iv) all strips and gores and any land lying in the bed of any public road, highway or other access way, open or proposed, adjoining such real property owned by such Seller, and (v) any leases out to third parties affecting such real property owned by such Seller, subject to any consents as may be required; 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 3.05(a).

“**Patriot VEBA**” means the Patriot Retiree Voluntary Employee Beneficiary Association Trust.

“**Permit Transfer Agreements**” means the Permit Transfer Agreements with respect to the Transferred Permits dated as of the Closing Date between the applicable Sellers and Buyer, the terms of which shall be reasonably agreed to by the Parties.

“**Permitted Encumbrance**” means (i) Encumbrances that constitute Assumed Liabilities, (ii) statutory liens for Taxes (including real estate Taxes) and assessments (x) which are not yet due and payable or (y) which are being contested in good faith and for which adequate reserves have been established in the Financial Statements in accordance with GAAP, (iii) immaterial landlords’, carriers’, warehousemen’s, mechanics’, suppliers’, materialmen’s, repairmen’s statutory liens or other similar Encumbrances imposed by Applicable Law or arising in the ordinary course of business (any such Encumbrance having a value of \$50,000 or less shall be considered immaterial), (iv) easements, covenants, conditions, restrictions and other similar Encumbrances on real property imposed by Applicable Law or arising in the ordinary course of business that do not materially detract from the value of the affected Purchased Real Property or do not materially interfere with the present use of such Purchased Real Property, (v) easements, rights-of-way, encroachments, boundary line disputes and other matters which would be disclosed by an accurate survey and inspection of the Purchased Real Property whether or not of record in the applicable recording offices, in each case which do not materially interfere with the present use of such Purchased Real Property, (vi) the leasehold estate or any sublease, license, or rights of occupancy in any Owned Real Property where a Seller is lessor or sublessor, (vii) any Encumbrance or claim affecting any Purchased Real Property that does not individually or in the aggregate interfere in any material respect with the present use of the Purchased Real Property subject thereto, (viii) local, county, state and federal laws, ordinances or governmental regulations including Environmental Laws and regulations, local building and fire codes, and zoning, conservation, or other land use regulations now or hereafter in effect relating to any Purchased Real Property which do not, in the aggregate, materially interfere with the present use of the Purchased Real Property subject thereto, (ix) Encumbrances securing obligations incurred in connection with the Existing Patriot DIP Facility, the Existing Patriot ABL Facility, the Existing Patriot LC Facility, the Existing Patriot First Lien Term Loan and the Existing Patriot Second Lien PIK Notes, or (x) those Encumbrances listed and described on Schedule 1.01(a)(iii).

“**Person**” means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Authority.

“**Pre-Closing Tax Period**” means (i) any Tax period ending on or before the Closing Date and (ii) with respect to a Tax period that commences before but ends after the Closing Date, the portion of such period up to and including the Closing Date.

“**Purchased Business**” means the business and operations of the Sellers (wherever such business and operations are situated or conducted) related to (i) the mining, processing, preparation, selling and shipping of coal and related operations conducted with respect to the Purchased Mining Complexes, (ii) the mineral development drilling, exploration and related operations conducted with respect to the Purchased Mining Complexes, (iii) the selling, marketing, purchasing and blending of coal and related operations, in each case with respect to the Purchased Mining Complexes, and (iv) the use, operation, and management of the Other Assets.

“**Purchased Mining Complexes**” means, collectively, the mining complexes set forth on Schedule 1.01(a)(ix) and shown within the blue boundaries of the maps attached as an exhibit thereto.

“**Purchased Real Property**” means the Owned Real Property and the Assumed Leases.

“**Purchased Reserve Areas**” means all of the Purchased Real Property not related to a Purchased Mining Complex.

“**Reclamation Coal Throughput Agreement**” means a Coal Throughput Agreement by and between a Counterparty (or Counterparties) and Buyer under which such Counterparty agrees to provide processing and/or throughput services with respect to, and which may or may not include the purchase of, coal produced by Buyer from the Purchased Assets at the Paint Creek or Logan County mining complexes, the terms of which shall be reasonably agreed to by Buyer and such Counterparty (or Counterparties).

“**Release**” means any and all releasing, spilling, leaking, migrating, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, and dumping into the environment, and any other means by which any Hazardous Material or other substance may be introduced into or travel through the environment.

“**Reorganized Patriot**” means, collectively, the debtors and debtors in possession in the Bankruptcy Case that reorganize pursuant to Chapter 11 of the Bankruptcy Code as set forth in the Plan.

“**Representatives**” means, with respect to any Person, its officers, directors, employees, counsel, accountants, advisors, agents, consultants, stockholders, partners, members, controlling persons and other representatives of such Person.

“**Seller Transaction Expenses**” means all unpaid fees, costs, charges, expenses, obligations, payments and awards that are incurred by the Sellers or their Affiliates in connection with, relating to or arising out of the preparation, negotiation, execution, delivery and performance of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby, including the cost and expenses of participation of Sellers’ creditors and their respective advisors.

“**Subsidiary**” means, with respect to any Person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more other Subsidiaries of such Person or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of such Person or a combination thereof.

“**Tax**” means (i) any and all taxes, charges, levies or other similar assessments or liabilities in the nature of a tax, including income, gross receipts, ad valorem, premium, value-added, net worth, capital stock, capital gains, documentary, recapture, alternative or add-on minimum, disability, estimated, 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 imposed by a Governmental Authority, and any interest, fines, penalties, assessments or additions to tax imposed with respect to such items or any contest or dispute thereof 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 legal or contractual obligation to indemnify or otherwise assume or succeed to the liability of any other Person.

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

“**Taxing Authority**” means any Governmental Authority having jurisdiction with respect to any Tax.

“**Transaction Documents**” means the Contracts Assignment and Assumption Agreements, the General Assignments and Bills of Sales, the Lease Assignment and Assumption Agreements, the Permit Transfer Agreements, the Counterparty Consent Decree Payment Agreement, the Counterparty Consent Decree Release and Access Agreement, the IP Assignment Agreement, the LOC and Bond Rights Transfer Agreement, the MCD Release Agreement, the Reclamation Coal Throughput Agreement, the Transition Services Agreement, the Transportation Access Agreement and each other document, agreement or instrument executed and delivered in connection herewith.

“**Transition Services Agreement**” means a Transition Services Agreement dated as of the Closing Date by and between Patriot and Buyer the terms of which shall be reasonably agreed to by the Parties.

“**Transportation Access Agreement**” means an agreement by and between a Counterparty (or Counterparties) and Buyer under which such Counterparty (or Counterparties)

agrees to provide access, at no cost, during normal business hours and upon at least two days' prior notice, to the land, roads and other real property of such Counterparty for the purpose of Buyer's conducting reclamation work in connection with the Transferred Permits, the terms of which shall be reasonably agreed to by Buyer and such Counterparty (or Counterparties).

“**UMWA**” means the United Mine Workers of America.

“**UMWA VEBA**” means the UMWA Retiree Voluntary Employee Beneficiary Association Trust.

“**Winning Bidder**” has the meaning set forth in the Bidding Procedures Order.

“**Workers' Compensation Liabilities**” means any Liabilities or benefit obligations related to workers' compensation claims and benefits arising under Applicable Law and any Liabilities arising under state “black lung” laws or occupational pneumoconiosis, silicosis or other lung disease liabilities and benefits arising under state law.

(b) Each of the following terms is defined in the Section set forth opposite such term:

<u>Term</u>	<u>Section</u>
Agreement	Preamble
Allocation	2.06(b)
Allocation Statement	2.06(b)
Apportioned Taxes	2.07
Assignment	Preamble
Assumed Contracts	2.01(e)
Assumed Liabilities	2.03
Assumed SMCRA Permit	7.11(a)
Auction	5.07(c)
Bankruptcy Court	Recitals
Bond Replacement Notice	2.10(i)
Business Employee	9.01(a)
Business Records	5.04
Buyer	Preamble
Buyer Confidentiality Agreement	6.01
Buyer Parties	Preamble
Closing	2.08
Coal Inventory	2.01(d)
Confirmation Order	10.02(g)
Cure Costs	2.05(a)
Delaware Courts	12.07
Disclosure Statement	5.07(a)
Disclosure Statement Order	5.07(a)
Effective Date	Preamble
e-mail	12.01
End Date	11.01(b)

<u>Term</u>	<u>Section</u>
Equipment and Fixed Assets	2.01(c)
Excluded Assets	2.02
Excluded Contracts	2.02(k)
Excluded Liabilities	2.04
Excluded NPDES Permit	7.11(a)
FCPA	3.17
Final DIP Order	10.02(l)
Financial Statements	3.11
Insurance Policies	2.01(l)
Interim Period	7.03(a)(ii)
Licenses	3.07(a)(ii)
Litigation	3.13(a)
Material Contract	3.10(a)
New NPDES Permit	7.11(a)
Non-Party Affiliates	12.15
NPDES Interim Period	7.11(a)
Offered Employee	9.02(a)
Other Assets	2.01(q)
Overlapping NPDES Areas	7.11(a)
Parent	Preamble
Party	Preamble
Patriot	Preamble
Patriot Subsidiaries	Preamble
Permits	3.07(a)(i)
Petition Date	Recitals
Plan	Recitals
Plan Effective Date	Recitals
Post-Closing Bond	2.10(i)
Purchased Assets	2.01
Reference Date	3.12
Removed Contract	2.05(c)
Sellers	Preamble
Sellers' Representative	Preamble
Specifically Excluded Assets	2.02(j)
Transaction	Recitals
Transfer Taxes	8.01(b)
Transferred Employees	9.02(a)
Transferred Permits	2.01(g)
WARN Act	7.05

**Section 1.02 Other Definitional and Interpretative Provisions.** The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles,

Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute as amended from time to time and to any rules or regulations promulgated thereunder. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively. References to “law”, “laws” or to a particular statute or law shall be deemed also to include any and all Applicable Law.

## ARTICLE 2 PURCHASE AND SALE

**Section 2.01 Purchase and Sale.** Except as otherwise provided below, upon the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from the Sellers, and the Sellers agree to sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, to Buyer at the Closing, free and clear of all Encumbrances, other than Permitted Encumbrances, all of the Sellers’ right, title and interest in, to and under the following assets and properties owned, held or used in the conduct of the Purchased Business by the Sellers (the “**Purchased Assets**”):

- (a) the Owned Real Property;
- (b) the Assumed Leases;
- (c) except as set forth on Schedule 2.02(j), (i) all equipment, fixed assets and other tangible assets (including all mobile mining equipment, all non-mining assets and all parts, supplies, tires and components) that is owned by any Seller and located at a Purchased Mining Complex, or as otherwise set forth on Schedule 2.01(c) and related to the Purchased Reserve Areas, and (ii) all of the Sellers’ and their respective Subsidiaries’ rights under warranties, indemnities, licenses, and all similar rights against third parties with respect to such equipment, fixed assets and tangible assets (collectively, the “**Equipment and Fixed Assets**”);
- (d) all coal inventory owned by Sellers (i) at each Purchased Mining Complex, or (ii) produced from the Purchased Mining Complexes that is located at any docks or ports (the “**Coal Inventory**”);
- (e) all right, title and interest of the Sellers’ now or hereafter existing, in, to and under (i) the Contracts listed on Schedule 2.01(e) (collectively, the “**Assumed Contracts**”) and

(ii) such other Contracts related to Purchased Mining Complexes or the Purchased Business that are entered into by a Seller in the ordinary course of business after the Effective Date as permitted pursuant to Section 5.01 and Section 5.02, in each case, as each such Contract may have been amended or otherwise modified prior to the date of this Agreement;

(f) all security deposits made in the ordinary course of business for rent, electricity, telephone or other utilities related to the operation of the Purchased Business, other than any such security deposits made subject to an order of the Bankruptcy Court;

(g) subject to Section 7.03, the Permits and Licenses set forth on Schedule 2.01(g) (collectively, the “**Transferred Permits**”);

(h) all rights of the Sellers to use haul roads, utility easements and other rights of way and easements used in the operation of the Purchased Business;

(i) all books, records, files (including copies of personnel files relating to Transferred Employees that are requested by Buyer prior to the Closing, to the extent permitted by Applicable Law), invoices, market research, customers, distributors and suppliers lists, promotional materials and other papers, whether in hard copy or computer format, related to the Purchased Assets or the Purchased Business, including any information relating to any Tax imposed on the Purchased Assets or the Purchased Business;

(j) all Avoidance Actions against the Persons set forth on Schedule 2.01(j) (which schedule shall be delivered on or prior to the Closing Date) with whom it is necessary, as determined by Buyer in its discretion, for Buyer to conduct business in order to operate the Purchased Business, each of which will be released and waived;

(k) all Intellectual Property Rights in the computer programs, trade names and business names set forth in Schedule 2.01(k), and all documentation related thereto;

(l) all rights to proceeds under insurance policies that pertain to the Purchased Business (collectively, the “**Insurance Policies**”) arising from claims or events occurring on or after the Effective Date;

(m) all goodwill;

(n) all claims, causes of action (other than Avoidance Actions), choses in action and rights of recovery, off-set and subrogation against third Persons to the extent related to the Purchased Assets or any Assumed Liabilities;

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

(p) except as set forth on Schedule 2.02(j), all Coal Reserves;

(q) all rights of the Sellers (if any) to receive any amounts drawn from the letters of credit and surety bond set forth on Schedule 1.01(a)(viii);

(r) those assets set forth on Schedule 2.01(r) (the “**Other Assets**”); and

(s) any and all Actions or counterclaims relating to any of the foregoing Purchased Assets and any Assumed Liabilities.

**Section 2.02 Excluded Assets.** Notwithstanding anything herein to the contrary, but subject to Section 2.05(e), Buyer expressly understands and agrees that the following assets and properties of the Sellers (the “**Excluded Assets**”) shall be excluded from the Purchased Assets:

(a) all of the Sellers’ accounts receivable and cash and cash equivalents on hand and in banks, determined in accordance with GAAP and using the principles, methods and practices reflected in the preparation of the Financial Statements, other than the security deposits included in Purchased Assets pursuant to Section 2.01(f);

(b) all of the Permits, other than the Transferred Permits;

(c) the Insurance Policies and any proceeds for claims or events occurring prior to the Effective Date;

(d) all books, records, files and papers, whether in hard copy or computer format, prepared in connection with this Agreement or the transactions contemplated hereby and all minute books and corporate records of the Sellers;

(e) all rights of the Sellers arising under this Agreement or the transactions contemplated hereby;

(f) all refunds for Taxes that were incurred in a Pre-Closing Tax Period and paid by the Sellers, including those relating to the Purchased Business or the Purchased Assets, and all income Tax Returns of the Sellers, together with all books and records (including working papers) related thereto;

(g) all Tax assets (other than any prepaid Taxes subject to Section 2.07)) and net operating losses of the Sellers;

(h) all Avoidance Actions, or proceeds thereof, against Persons not set forth on Schedule 2.01(j) and all Avoidance Actions, or proceeds thereof, that relate solely to the Excluded Assets;

(i) all equity interests in or owned by Patriot and the Patriot Subsidiaries;

(j) the other assets, properties, leases, subleases and rights set forth on Schedule 2.02(j) (the “**Specifically Excluded Assets**”);



(k) all right, title and interest of the Sellers now or hereafter existing, in, to and under all Contracts (other than the Assumed Contracts and any other Contracts included in the Purchased Assets pursuant to Section 2.01) (collectively, the “**Excluded Contracts**”);

(l) all accounts, notes, chattel paper, negotiable instruments, receivables (whether current or non-current) and other current assets of the Sellers;

(m) all deposits (other than security deposits for rent, electricity, telephone or other utilities) and all prepaid or deferred charges and expenses, other than any charges and expenses subject to Section 2.07;

(n) all security deposits made pursuant to an order of the Bankruptcy Court; and

(o) all assets and properties of the Sellers that are transferred to, or committed or permitted to be transferred to, any Counterparty.

**Section 2.03 Assumed Liabilities.** Except for the obligations and Liabilities specifically assumed by Buyer in this Section 2.03, Buyer shall not be deemed to have assumed or agreed to be responsible for any Seller’s, or any of its Affiliates’, Liabilities, whether or not arising out of their ownership and operation of the Purchased Assets or the Purchased Business. Upon the terms and subject to the conditions of this Agreement, effective at the time of the Closing, Buyer shall assume, become obligated for, and agree to pay and perform when due, subject to Section 2.04, only the following Liabilities (collectively, the “**Assumed Liabilities**”), and no other Liabilities:

(a) subject to Section 2.04(a), all Liabilities of the applicable Sellers arising after the Closing Date under the Purchased Real Property and the Assumed Contracts;

(b) all Liabilities associated with the Transferred Permits, including (i) all reclamation and post-mining Liabilities and (ii) subject to Section 2.10(i), all obligations to replace the bonds associated with the Transferred Permits;

(c) regulatory violations and obligations on or in relation to the Purchased Assets or the Transferred Permits arising post-Closing;

(d) all Liabilities arising out of or relating to (i) any mine operating or safety compliance matters related to the condition of the Purchased Assets or the mining areas of the Purchased Business; (ii) the Purchased Assets’ or the Purchased Business’ compliance with Environmental Laws; and (iii) any environmental, safety or health conditions present at, under, or migrating from the Purchased Assets, including any arising from or related to a spill, emission, release, discharge or disposal into the environment of, or human exposure to, Hazardous Materials at, or resulting from the operation of, the Purchased Assets;

(e) any and all Black Lung Liabilities of any Transferred Employee which Buyer is statutorily responsible for;

(f) all Workers’ Compensation Liabilities of Sellers or any of their respective Affiliates or any of their respective predecessors, whenever arising;

(g) obligations set forth in (i) the Modified Consent Decree Ohio Valley Environmental Coalition, Inc. et al, dated Nov. 15, 2012, Civil Action No. 3:11-cv-00115, including the outfall treatment technology requirements therein and (ii) the Consent Decree with the United States et al, dated April 30, 2009, Civil Action No. 2:09-cv-0099, whether or not related to the Purchased Assets and including obligations relating to the Excluded Assets; and

(h) all obligations arising under the Counterparty Consent Decree Payment Agreement and the Counterparty Consent Decree Release and Access Agreement.

**Section 2.04 Excluded Liabilities.** Notwithstanding any provision in this Agreement or any other writing to the contrary, Buyer is assuming only the Assumed Liabilities and is not assuming any other Liability of the Sellers or any of their Affiliates of whatever nature, whether presently in existence or arising hereafter and whether or not related to the Purchased Assets or the Purchased Business. All such other Liabilities, including, but not limited to, Liabilities under CERCLA, shall be retained by and remain Liabilities of the applicable Seller (all such Liabilities not being assumed being herein referred to as the “**Excluded Liabilities**”). Notwithstanding any provision in this Agreement or any other writing to the contrary, the Excluded Liabilities include the following:

(a) all Liabilities of the applicable Sellers under (i) the Assumed Leases and the Assumed Contracts to the extent arising out of or relating to events, breaches or defaults thereunder occurring on or prior to the Closing Date, including any and all Cure Costs associated therewith and (ii) the Excluded Contracts;

(b) all Liabilities arising out of or relating to Permits, other than the Transferred Permits, including (i) Liabilities arising out of or relating to all reclamation and post-mining Liabilities at the mining complexes that are Excluded Assets, (ii) obligations to replace bonds associated with Permits, other than the Transferred Permits, and (iii) Liabilities arising out of regulatory violations in relation to Permits, other than the Transferred Permits;

(c) all Liabilities (i) under any collective bargaining agreements (including the Seller Collective Bargaining Agreement), (ii) under or relating to employee benefit plans and compensation arrangements maintained or sponsored by Sellers, (iii) for retiree medical or other welfare benefits for any employees, including liabilities under or in relation to the Coal Act, including as a successor to any obligation under the Coal Act, (iv) for or associated with contributions to the UMWA 1974 Pension Plan, including Seller’s withdrawal liabilities, or (v) for any common law successorship obligations in relation to the UMWA 1974 Pension Plan;

(d) all Liabilities for Taxes (i) of any Seller or its stockholders (or members) for any Tax period (including any liability of any Seller for the Taxes of any other Person under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise) or (ii) arising from or attributable to the ownership of the Purchased Assets or the operation of the Purchased Business for any Tax period (or portion thereof) ending on or prior to the Closing Date;

(e) other than as specifically set forth herein, all Liabilities of the Sellers or their Affiliates under any Indebtedness, including Indebtedness owed by any Seller to any direct or

indirect Affiliate of such Seller, any obligations or liability under debtor in possession financing incurred by the Sellers or their Affiliates during the Bankruptcy Case and the Existing Patriot Secured Debt;

(f) all Black Lung Liabilities related to the Business Employees and former employees who worked or who were employed at the Purchased Assets not employed by the Buyer Parties, including, but not limited to, any such Black Lung Liabilities of the Sellers or any of their respective Affiliates with respect to any of their respective predecessors;

(g) all Liabilities with respect to the Seller Transaction Expenses;

(h) all Liabilities to the extent relating to or arising out of an Excluded Asset or otherwise not expressly enumerated in Section 2.03 as an Assumed Liability;

(i) any Excluded Pre-Closing Fines;

(j) all Liabilities of any Seller or any of their Affiliates relating to or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders prior to the Closing Date that are not validly and effectively assigned to Buyer pursuant to this Agreement;

(k) other than the Assumed Liabilities pursuant to Section 2.03(b) and Section 2.03(d), all Liabilities arising out of, in respect of or in connection with the failure by any Seller or any of its Affiliates to comply with any Applicable Law or order by any Governmental Authority including any such obligations or Liabilities arising as a result of any Seller's failure to comply with the terms of any Applicable Laws;

(l) all Liabilities with respect to any coal sales or other goods sold or any service provided by the Sellers or their Affiliates, to the extent arising out of or related to events occurring on or prior to Closing, including any such Liability or obligation (i) pursuant to any express or implied representation, warranty, agreement, coal specification undertaking or guarantee made by any Seller or any Affiliate of such Seller, or alleged to have been made by Seller or any Affiliate of such Seller, (ii) imposed or asserted to be imposed by operation of Applicable Law or (iii) pursuant to any doctrine of product liability, in each case to the extent arising out of or related to events occurring on or prior to Closing;

(m) other than the Assumed Liabilities, all Liabilities with respect to any Action to the extent arising out of or relating to the operation of the Purchased Business or pertaining to the Purchased Assets, in each case prior to Closing; and

(n) all trade accounts payable, all accrued operating expenses and other current liabilities of the Sellers related to the Purchased Business.

**Section 2.05 Assignment of Assumed Contracts and Rights; Cure Amounts.**

(a) The Sellers shall transfer and assign or cause to be transferred and assigned all Assumed Contracts and Assumed Leases to Buyer, and Buyer shall assume all Assumed Contracts and Assumed Leases from the Sellers, as of the Closing Date pursuant to section 365

of the Bankruptcy Code and the Confirmation Order. Buyer shall comply with all requirements of section 365 of the Bankruptcy Code necessary to permit such assignment and assumption. In connection with such assignment and assumption, Sellers shall cure (including through payment of money) all defaults under such Assumed Contracts and Assumed Leases to the extent required by section 365(b) of the Bankruptcy Code at the time of the assumption thereof and assignment to Buyer as provided hereunder; *provided, however*, that the Sellers shall not be obligated to incur Cure Costs in excess of \$25,000 for any one Assumed Contract or Assumed Lease (such amounts, the “**Cure Costs**”). The Cure Costs for each Assumed Contract are set forth opposite the name of each Assumed Contract set forth on Schedule 2.01(e) and for each Assumed Lease are set forth opposite the name of each Assumed Lease set forth on Schedule 3.06(a)(i).

(b) The Confirmation Order shall provide that as of the Closing, the Sellers shall assign or cause to be assigned to Buyer the Assumed Contracts and the Assumed Leases, each of which shall be identified by the name and date of the Assumed Contract (if available) and the Assumed Lease, the other party to the Assumed Contract and the Assumed Lease and the address of such party for notice purposes, all included on an exhibit attached to either the motion filed in connection with the Confirmation Order or a motion for authority to assume and assign such Assumed Contracts and Assumed Leases. Such exhibit shall also set forth the amounts necessary to cure any defaults under each of the Assumed Contracts and the Assumed Leases as determined by the Sellers based on the Sellers’ books and records or as otherwise determined by the Bankruptcy Court.

(c) Notwithstanding anything herein to the contrary, to the extent the assignment of any Assumed Contract or Assumed Lease is, after giving effect to section 365 of the Bankruptcy Code, not permitted by law or not permitted without the consent of another Person, and such restriction cannot be effectively overridden or canceled by the Confirmation Order or other related order of the Bankruptcy Court, then this Agreement shall not constitute an agreement to assign or an assignment or transfer of the same (each a “**Removed Contract**”), and, provided the Sellers and Buyer are otherwise in compliance with this Section 2.05(c), neither the Sellers nor Buyer shall be permitted to terminate this Agreement on the basis of the existence of a Removed Contract. Subject to Section 7.01, the Sellers and Buyer shall use commercially reasonable efforts to obtain any such required consent(s) and once obtained, such Removed Contract will be assigned and assumed as though it were one of the Assumed Leases or Assumed Contracts, as applicable. These commercially reasonable efforts shall not require any material payment or other material consideration from any Seller or Buyer (other than the Cure Costs, which, subject to Section 2.05, shall be the responsibility of the Sellers), and any such consent shall contain terms and conditions acceptable to the Parties. If any such consent shall not be obtained, the Sellers and Buyer shall, subject to any approval of the Bankruptcy Court that may be required, use commercially reasonable efforts for a period of twelve (12) months after the Closing, or until such earlier time as the Sellers liquidate, wind-down or otherwise cease operations, to obtain for Buyer the benefits and burdens thereunder. These commercially reasonable efforts shall not require any material payment or other material consideration from any Seller or Buyer (other than the Cure Costs, which, subject to Section 2.05, shall be the responsibility of the Sellers).

(d) Subject to Section 2.05(e), the Sellers shall have the right to amend or revise Schedule 3.05(a), Schedule 3.06(a)(i), Schedule 2.01(c), Schedule 2.01(e), Schedule 2.01(g),

Schedule 2.01(k) or Schedule 2.02(j) in order to (i) add any equipment, fixed asset or other tangible asset, lease, sublease, real property, Permit, License, or Contract, as applicable, to such Schedules (or, in the case of Schedule 2.02(j), remove any lease or sublease, real property, equipment, fixed asset or other tangible asset) until September 15, 2015 or (ii) eliminate any equipment, fixed asset or other tangible asset, lease, sublease, real property, Permit, License, or Contract, as applicable, from such Schedules (or, in the case of Schedule 2.02(j), add any lease or sublease, real property, equipment, fixed asset or other tangible assets) until September 15, 2015. Cure Costs for any Assumed Contracts added to Schedule 2.01(e) pursuant to this Section 2.05(d) shall be the responsibility of the Buyer Parties. Notwithstanding the foregoing, in the event Blackhawk is not the Counterparty, changes to the schedules to this Agreement as described above shall be permitted after September 15, 2015, but only to the extent Buyer provides its consent thereto, which it may grant or withhold in its sole and absolute discretion.

(e) Notwithstanding anything in this Agreement to the contrary, including Section 2.05(d), without the Buyer's prior written consent in its sole and absolute discretion, in no event shall (i) the "Federal" mining complex or the "Corridor G" mining complex be removed from the Purchased Assets, whether by update to a schedule or otherwise, or (ii) the Assumed Liabilities to be assumed by the Buyer be materially increased from those Liabilities required to be assumed by the Buyer Parties hereunder as of the Effective Date.

**Section 2.06 Consideration; Allocation of Assumed Liabilities.**

(a) On the terms and subject to the conditions set forth in this Agreement, Buyer shall, as consideration for the Purchased Assets, assume the Assumed Liabilities.

(b) Within sixty (60) days following the Closing Date, Buyer shall deliver to Sellers' Representative a statement (the "**Allocation Statement**"), allocating the Assumed Liabilities, to the extent properly taken into account under Section 1060 of the Code, among the Purchased Assets in accordance with Section 1060 of the Code and the U.S. Treasury regulations thereunder (and any similar provision of state, local or non-U.S. law, as appropriate), as of the Closing Date (the "**Allocation**"). The Allocation shall be considered final and binding on the Parties, unless, within 30 days after the delivery of the Allocation Statement, Sellers' Representative notifies Buyer that it has a good faith objection to the Allocation set forth in the Allocation Statement. If Sellers' Representative makes such an objection, Buyer and Sellers' Representative shall work in good faith to resolve such dispute within twenty (20) days from the date Sellers' Representative delivers the objection to Buyer. In the event that Buyer and Sellers' Representative are unable to resolve such dispute within the twenty (20) day period, the issue(s) in dispute will be submitted to the Independent Accounting Firm for resolution. The determination of the Independent Accounting Firm shall be final, binding, and conclusive on the Parties. Buyer, on the one hand, and the Sellers, on the other hand, shall each bear fifty (50%) of the fees and expenses of the Independent Accounting Firm.

(c) The Sellers and Buyer agree to (i) be bound by the Allocation (as determined pursuant to clause (d) above) for purposes of determining Taxes and (ii) act in accordance with the Allocation in the preparation, filing and audit of any Tax Return (including filing Form 8594 with their U.S. federal income Tax Returns for the taxable year that includes the Closing Date); *provided, however*, that nothing contained herein shall prevent Buyer or the Sellers from

settling any proposed deficiency or adjustment by any Taxing Authority based upon or arising out of the Allocation, and neither Buyer nor the Sellers shall be required to litigate before any court any proposed deficiency or adjustment by any Taxing Authority challenging such Allocation.

**Section 2.07 Apportionment and Real Property and Personal Property Pro-ration Matters.** All rentals and royalties, excluding all un-recouped minimum royalties existing as of the Closing which shall be transferred to Buyer with the Assumed Leases, payable by Sellers to the lessors or sublessors under the Assumed Leases shall be apportioned as of the Closing Date (on a per diem basis to the extent practicable); *provided, however*, that the Parties agree that Buyer shall be liable for and shall timely pay all royalties, production taxes and severance taxes attributable to all coal inventory included in the Purchased Assets pursuant to Section 2.01(d). All ad valorem Taxes (including, for the avoidance of doubt, real property Taxes) and unmined mineral Taxes due and payable and levied with respect to all Owned Real Property, all Assumed Leases and all personal property constituting the Purchased Assets and any portion thereof for the year in which the Closing occurs shall be prorated per diem as of the Closing Date, with Sellers responsible for all such Taxes applicable to the period prior to and including the Closing Date and with Buyer responsible for all such Taxes applicable to the period after the Closing Date. If the amount of any such Taxes is not known as of the Closing Date, such Taxes shall be prorated based on the Tax bills for the immediately preceding year, and the Parties will, on a post-Closing basis, re-prorate such Taxes once the actual Taxes are known in accordance with the previous sentence, and shall remit to each other any amounts owed in accordance with Section 8.01(d). Each Seller shall, on or prior to the Closing Date, pay all assessments and ad valorem Taxes owed by such Seller and levied with respect to the Purchased Assets due and payable for all periods prior to the Closing Date. Each Seller shall cause, to the extent reasonably practical, all meters measuring the consumption of water, gas, electricity or other utilities to be read prior to the Closing Date, and the apportionment to be made on account of such utilities shall be made pursuant to such readings; *provided, however*, that if and to the extent the meter readings cannot be obtained prior to the Closing Date, the apportionment of utilities at Closing shall be completed based upon the average of the three (3) months' prior bills. The Taxes apportioned pursuant to this Section 2.07 shall be referred herein as the "**Apportioned Taxes**". At the Closing, the Sellers shall provide evidence reasonably satisfactory to Buyer that all amounts payable by the Sellers pursuant to this Section 2.07 have been paid in full, or, to the extent such evidence is not provided or any such amounts have not yet been paid in full or are not yet due by the Closing, the Sellers shall set aside in a segregated account, and make available to Buyer, cash, whether from the proceeds of the Existing Patriot DIP Facility or otherwise, in an amount necessary for the Sellers to satisfy their obligations pursuant to this Section 2.07 at the Closing. Subject to Section 8.01(d), to the extent that Sellers have pre-paid any amounts payable by Buyer pursuant to this Section 2.07, Buyer shall pay cash to Sellers in an amount necessary to satisfy their obligations pursuant to this Section 2.07.

**Section 2.08 Closing.** The closing (the "**Closing**") of the purchase and sale of the Purchased Assets and the assumption of the Assumed Liabilities hereunder shall take place at the offices of Pillsbury Winthrop Shaw Pittman LLP, 1200 Seventeenth Street, N.W., Washington, DC 20036, on October 9, 2015 at 10:00 am EST or as soon as possible thereafter, but in no event later than three (3) Business Days, after satisfaction or, to the extent permissible, waiver by the Party or Parties entitled to the benefit of the conditions set forth in Article 10 (other than

conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permissible, waiver of those conditions at the Closing), or at such other time or place (including remotely via the electronic exchange of documents) as Buyer and the Sellers may agree.

**Section 2.09 Delivery of Purchased Assets and Procedure at Closing.** At the Closing, the Sellers shall deliver to Buyer the following:

(a) the General Assignments and Bills of Sale for the Purchased Assets duly executed by the applicable Sellers;

(b) the Lease Assignment and Assumption Agreements to Buyer for the Assumed Leases duly executed by the applicable Sellers;

(c) the Contracts Assignment and Assumption Agreements to Buyer for the Assumed Contracts duly executed by the applicable Sellers;

(d) deeds (or other such similar instruments of conveyance in the form required in a particular jurisdiction where the Owned Real Property is located) to the Owned Real Property in recordable form, duly executed by the applicable Sellers;

(e) all documents of title and instruments of conveyance (duly executed by the applicable Sellers) necessary to transfer record and/or beneficial ownership to Buyer of all automobiles, trucks and trailers owned by the Sellers (and any other Purchased Assets owned by the Sellers which require execution, endorsement and/or delivery of a document in order to vest record or beneficial ownership thereof in Buyer) which are included in the Purchased Assets;

(f) the Permit Transfer Agreements duly executed by the applicable Sellers;

(g) the IP Assignment Agreement duly executed by the applicable Sellers;

(h) by reasonable advance notice, such other deeds, endorsements, assignments and other instruments (duly executed by the applicable Sellers) as are reasonably necessary in the industry of the Purchased Business to vest in Buyer title to the Purchased Assets;

(i) a certificate, dated the Closing Date and signed by an authorized officer of Patriot pursuant to Section 10.02(c) hereof;

(j) a copy of the Confirmation Order entered by the Bankruptcy Court;

(k) to the extent in the possession of any of the Sellers, original execution copies of all Assumed Leases;

(l) from each Seller, a certification that it is not a foreign person in accordance with Section 1445 of the Code;

(m) the Reclamation Coal Throughput Agreement duly executed by the applicable Counterparty;

(n) the Transportation Access Agreement duly executed by the applicable Counterparty;

(o) the Counterparty Consent Decree Payment Agreement duly executed by the applicable Counterparty;

(p) the MCD Release Agreement duly executed by the applicable non-governmental organizations and the applicable Sellers;

(q) the Transition Services Agreement duly executed by the applicable Sellers; and

(r) all other documents required to be delivered by the Sellers on or prior to the Closing Date pursuant to this Agreement.

**Section 2.10 Buyer's Deliveries at Closing.**

At the Closing, Buyer shall deliver to the Sellers:

(a) the General Assignments and Bills of Sale for the Purchased Assets duly executed by Buyer;

(b) the Lease Assignment and Assumption Agreements to Buyer for the Assumed Leases duly executed by Buyer;

(c) the Contracts Assignment and Assumption Agreements for the Assumed Contracts duly executed by Buyer;

(d) the Permit Transfer Agreements duly executed by Buyer;

(e) the IP Assignment Agreement duly executed by Buyer;

(f) the Reclamation Coal Throughput Agreement duly executed by Buyer;

(g) the Transportation Access Agreement duly executed by Buyer;

(h) the Counterparty Consent Decree Payment Agreement duly executed by Buyer;

(i) the Counterparty Consent Decree Release and Access Agreement duly executed by the applicable Counterparty and Buyer;

(j) the MCD Release Agreement duly executed by the applicable non-governmental organizations and Buyer;

(k) the Transition Services Agreement duly executed by Buyer;

(l) to the extent not previously delivered, binding commitments from sureties sufficient to replace or transfer to Buyer all existing reclamation and surety bonds of the Sellers relating to the Transferred Permits listed on Schedule 2.01(g); *provided*, that, subject to Sellers' right to terminate this Agreement pursuant to Section 11.01(n), Buyer shall notify Sellers no



later than five (5) Business Days prior to Closing if Buyer is unable to deliver any such binding commitments with respect to any such existing reclamation or surety bonds (a “**Bond Replacement Notice**”), and Sellers may thereafter elect, in their sole discretion, to proceed to Closing and maintain outstanding any such existing reclamation or surety bonds in accordance with the terms of Section 7.03(d) (each, a “**Post-Closing Bond**”);

(m) a certificate, dated the Closing Date and signed by the Chief Executive Officer or Chief Financial Officer of Buyer pursuant to Section 10.03(f) hereof; and

(n) all other documents required to be delivered by Buyer on or prior to the Closing Date pursuant to this Agreement.

**Section 2.11 Withholding.** Buyer and its Affiliates shall be entitled to deduct and withhold from the consideration otherwise payable pursuant to this Agreement to the Sellers or any other Person such amounts as Buyer or its Affiliates is required to deduct and withhold under the Code, or any Tax law, with respect to the making of such payment. 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 Person in respect of whom such deduction and withholding was made.

**Section 2.12 Simultaneous Transactions.** All actions taken and transactions consummated at the Closing shall be deemed to have occurred simultaneously, and no such transaction shall be considered consummated unless all are consummated.

**Section 2.13 Supplemental Assignments.** As reasonably required by Buyer in order to effectuate the transactions contemplated by this Agreement, each Party shall also execute and deliver at (and after) the Closing such other assignments, bills of sale, certificates of title and other documents, and shall take such other actions, as are necessary or appropriate to transfer the Purchased Assets to Buyer.

### ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Except as expressly set forth in the Schedules, each Seller represents and warrants, on a joint and several basis with the other Sellers, to Buyer, as of the date of this Agreement and as of the Closing Date, that:

**Section 3.01 Corporate Existence and Power.** Such Seller is a corporation or limited liability company, as applicable, duly incorporated or duly formed, as applicable, validly existing and in good standing under the laws of its jurisdiction of incorporation or formation, as applicable, and has all corporate or limited liability company powers and all governmental licenses, authorizations, qualifications, permits, consents and approvals required to carry on the Purchased Business as now conducted by such Seller, except for those licenses, authorizations, qualifications, permits, consents and approvals the absence of which would not reasonably be expected to have a Material Adverse Effect.

**Section 3.02 Corporate Authorization.** The execution, delivery and performance by such Seller of this Agreement and each Transaction Document and the consummation of the

transactions contemplated hereby and thereby are within such Seller's corporate or limited liability company, as applicable, powers and have been duly authorized by all necessary corporate or limited liability company, as applicable, action on the part of such Seller. Subject to the entry of the Confirmation Order, this Agreement constitutes, and the Transaction Documents to which such Seller is a party, when executed and delivered by such Seller will constitute, the valid and binding obligations of such Seller enforceable against such Seller in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and general principles of equity that restrict the availability of equitable remedies.

**Section 3.03 Governmental Authorization.** The execution, delivery and performance by such Seller of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby require no filing, application or registration with, or consent, authorization or approval of or other action by or in respect of, any Governmental Authority other than (i) compliance with any applicable requirements of the HSR Act; (ii) the Bankruptcy Court; (iii) the transfer or reissuance of the Transferred Permits as contemplated by Section 7.03; and (iv) any such filing, application, registration, consent, authorization, approval or other action as to which the failure to make or obtain would not have a Material Adverse Effect.

**Section 3.04 Noncontravention.** Except as set forth on Schedule 3.04, after giving effect to the Confirmation Order, the execution, delivery and performance by such Seller of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any terms, conditions or provisions in the certificate of incorporation, certificate of formation, bylaws or limited liability company operating agreement (or comparable organizational documents), as applicable, of such Seller, (ii) assuming compliance with the matters referred to in Section 3.03, conflict with or violate any term or provision of Applicable Law, (iii) require any consent or other action by any Person under or constitute (with due notice or lapse of time or both) a default (or give rise to any right of termination, right of first refusal or similar right, cancellation or acceleration of any obligation) under any Assumed Contract or Assumed Lease or (iv) result in the creation or imposition of any Encumbrance, other than a Permitted Encumbrance, upon the Purchased Assets under any agreement to which any Seller, any of its Affiliates or its or their properties may be bound, with such exceptions, in the case of clauses (iii) and (iv), as would not reasonably be expected to have a Material Adverse Effect.

**Section 3.05 Owned Real Property.**

(a) Schedule 3.05(a) sets forth an accurate and complete list of all Owned Real Property. True and complete copies of the following have heretofore been made available to Buyer: (i) all deeds, instruments of conveyance, title insurance policies, title insurance commitments, title reports, title opinions, title abstracts, maps and surveys relating to the Purchased Real Property, in each case which such Seller has in its possession, and (ii) all documents evidencing recorded and unrecorded Encumbrances upon the Purchased Real Property which such Seller has in its possession.

(b) Subject to the standard warranty limitations as set forth in a special warranty deed, the Sellers have good and marketable title to the Owned Real Property, free and clear of all Encumbrances, except Permitted Encumbrances.

(c) The Sellers have obtained all appropriate certificates of occupancy, licenses, easements and rights of way, required to use and operate the Owned Real Property in the manner in which the Owned Real Property is currently being used and operated in connection with the Purchased Business. No Seller has received written notice of any intention on the part of any issuing authority to cancel, suspend or modify any approvals, licenses or permits relating to the Owned Real Property.

(d) No Seller has received written notice of any proposed special assessment which would materially and adversely affect the Owned Real Property.

(e) Except as set forth on Schedule 3.05(e), no Seller is party to any lease or assignment under which such Seller is a lessor with respect to the Owned Real Property, and the Owned Real Property is not made available for use by any third party.

(f) Except as set forth on Schedule 3.05(f), there are no outstanding options or rights of first refusal to purchase any of the Owned Real Property or any interest therein.

**Section 3.06 Assumed Leases.**

(a) Schedule 3.06(a)(i) contains a true and complete list of all the Assumed Leases. To the Knowledge of the Sellers, Schedule 3.06(a)(ii) contains a true and complete list of all prepaid royalties and un-recouped minimum royalties for each Assumed Lease as of May 31, 2015. A true and complete copy of each Assumed Lease, including all material amendments and exhibits, has heretofore been made available to Buyer. Each of the Assumed Leases is in full force and effect and constitutes a valid and binding obligation of each applicable Seller and, to such Seller's Knowledge, the other parties thereto. The leasehold estate created by each Assumed Lease is free and clear of all Encumbrances created by, through or under the applicable Seller other than Permitted Encumbrances. Except as disclosed in Schedule 3.06(a)(i), to the Knowledge of the Sellers, there are no material defaults, breaches or uncured violations by any Seller under any of the Assumed Leases, including any lost coal events, and to the Knowledge of the Sellers no event has occurred that (whether with or without notice, lapse of time or the happening or occurrence of any other event) would constitute a material default, breach or uncured violation by any Seller under any Assumed Lease, including any lost coal events, except for any such defaults or breaches that would be cured through payment of the Cure Costs or arising solely as a consequence of the Bankruptcy Case. To the Knowledge of the Sellers, except as disclosed in Schedule 3.06(a)(i), there are no material defaults, breaches or uncured violations by any other party, or to the Knowledge of the Sellers any events, which with notice, the passage of time or both, would constitute such material defaults, breaches or violations by any other party under any of the Assumed Leases, except for any such defaults or breaches that would be cured through payment of the Cure Costs or arising solely as a consequence of the Bankruptcy Case. To the Knowledge of the Sellers, there are no existing disputes between any Seller and any other party to any of the Assumed Leases or, to the Knowledge of the Sellers, any party having rights under or with respect to the Assumed Leases

that are expected to result in a claim of material default or breach by any Seller thereof, or give rise to any right of termination exercisable against any such Seller, except for any such defaults or breaches that would be cured through payment of the Cure Costs or arising solely as a consequence of the Bankruptcy Case. Each applicable Seller has paid all rent, royalties, and other payments due and payable under each Assumed Lease, and has otherwise complied in all material respects with the Assumed Leases, and except as noted on Schedule 3.05(e), such Seller has not subleased, assigned or otherwise granted to any Person the right to use or occupy such Assumed Leases or any portion thereof, except for any such non-payments that would be cured through payment of the Cure Costs or arising solely as a consequence of the Bankruptcy Case. Seller has not received any notice in writing, and has no Knowledge, that any lessor or landlord will cancel, terminate, or fail to perform its obligations under the Assumed Leases.

(b) To the Knowledge of the Sellers, there are no outstanding options or rights of first refusal to purchase or sublease any of the Sellers' interest in the Assumed Leases or any interest therein that would restrict the transfer of such Assumed Lease to Buyer (after giving effect to the Plan).

### **Section 3.07 Licenses and Permits.**

(a) The Sellers hold (i) all of the mining permits and other permits (all such permits being herein referred to as the "**Permits**") and (ii) all of the material licenses, franchises, certificates, consents, authorizations, approvals, orders, and concessions (herein referred to as the "**Licenses**"), in each case necessary for the current operation of and the current conduct of the Purchased Business and the Purchased Assets.

(b) The Transferred Permits constitute, to the Knowledge of the Sellers, all of the governmental approvals, clearances and authorizations necessary for the current operation of and the current conduct of the Purchased Business and the Purchased Assets, and all of the Transferred Permits are final, unappealed, valid, in good standing and in full force and effect, except where the failure to be final, unappealed, valid, in good standing and in full force and effect would not reasonably be expected to be material to the Purchased Business. The Sellers and their Subsidiaries are in material compliance with the Transferred Permits. No suspension, revocation or cancellation of any of the Transferred Permits is threatened or to the Knowledge of the Sellers contemplated, except with respect to regular periodic expirations and renewals thereof, which renewals no Seller or any Subsidiary of such Seller has reason to believe will not be granted. No Seller or any Subsidiary of such Seller has had any Transferred Permits, or any applications therefor, appealed, denied, revoked, restricted or suspended and no Seller or any Subsidiary of such Seller is currently a party to any proceedings involving the possible appeal, denial, revocation, restriction or suspension of any Transferred Permits or any of the privileges granted thereunder. No Seller or any Affiliate of such Seller is permit blocked on the Applicant Violator System by any Governmental Authority or similar state regulatory program.

### **Section 3.08 Environmental.**

(a) Other than matters that have been fully resolved or except as would not have, individually or in the aggregate, a Material Adverse Effect or except as set forth on Schedule 3.08(a), (i) no written notice, order, request for information, complaint or penalty has been

received by any Seller or any of its Affiliates with respect to the compliance of the Purchased Business or the Purchased Assets with any Environmental Laws or liability under any Environmental Laws, and there are no Actions pending or threatened in writing, in each case, that allege a violation by or liability of, whether assumed contractually or by operation of Law, the Purchased Business of, or under, any Environmental Law; and (ii) the Purchased Business and the Purchased Assets are, and have been at all times during the past three (3) years, in compliance in all material respects with all applicable Environmental Laws.

(b) Except as set forth on Schedule 3.08(b), no Seller or any of its Affiliates or to the Knowledge of the Sellers, or any other Person has released, stored, deposited, discharged, buried, dumped or disposed of Hazardous Materials in quantities and concentrations requiring notification of governmental entities or remediation pursuant to Environmental Law on or beneath the Purchased Assets, or from the Purchased Assets into the environment, except for such Hazardous Materials released, stored, deposited, discharged, buried, dumped or disposed of in the ordinary course of business and in material compliance with Environmental Laws, or that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(c) Without in any way limiting the generality of the foregoing, to the Knowledge of such Seller, (i) other than as may contain substances in de minimis quantities or as otherwise are not regulated by Environmental Law, all underground storage tanks and above ground storage tanks, and the capacity and contents of such tanks, located on any Purchased Asset are specifically identified on Schedule 3.08(c), (ii) other than as contained substances in de minimis quantities or as otherwise not regulated by Environmental Law, all former underground storage tanks have been removed from or closed in place in the past ten (10) years at the Purchased Assets in compliance with applicable Law and those removed or closed in place are listed on Schedule 3.08(c), (iii) all transformers and other equipment containing PCBs in regulated amounts used or stored on any Purchased Assets are identified on Schedule 3.08(c) and (iv) with respect to the Purchased Assets, there are no underground injection wells, radioactive materials or septic tanks or waste disposal pits in which any Hazardous Materials have been discharged or disposed other than in compliance in all material respects with all Environmental Laws or as would not reasonably be expected to require any material remediation or investigation pursuant to Environmental Law.

**Section 3.09 Title to the Purchased Assets.** Subject to the terms of the Confirmation Order, upon consummation of the transactions contemplated hereby, including the transfer or reissuance of the Transferred Permits as contemplated by Section 7.03, Buyer 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, except for Permitted Encumbrances. To the Knowledge of the Sellers, there are no material unrecorded Encumbrances relating to the Purchased Real Property other than Permitted Encumbrances. The Purchased Assets constitute on the Closing Date all of the tangible and intangible assets, rights and properties of, or used by, the Sellers necessary to operate the Purchased Business, including all mining, processing, loading, transporting, marketing, and selling of coal and all reclamation activities, in the same manner operated by the Sellers during the twelve (12) month period immediately prior to Closing.

**Section 3.10 Contracts.**

(a) Sellers have delivered to Buyer true and complete copies of each Assumed Contract that is material to the Purchased Business (or written descriptions thereof with respect to oral Assumed Contracts), as amended (each, a “**Material Contract**”). Each Material Contract to which a Seller is a party constitutes a valid and binding agreement of such Seller and to, to the Knowledge of the Sellers, the other party thereto and is in full force and effect. There are no defaults, breaches or uncured violations that will lead to a termination of any Material Contract, except for any such defaults or breaches that would be cured through payment of the Cure Costs or arising solely as a consequence of the Bankruptcy Case. To the Knowledge of the Sellers, there are no events, which with notice, the passage of time or both, would constitute such defaults, breaches or uncured violations that would lead to termination under any Material Contract, except for any such defaults or breaches that would be cured through payment of the Cure Costs or arising solely as a consequence of the Bankruptcy Case. No Seller has received any written notice that any of the other parties to the Material Contracts will cancel, terminate or fail to perform such party’s obligations under any of the Material Contracts, except where such cancellation, termination or failure to perform would not reasonably be expected to be material to the Purchased Business.

**Section 3.11 Financial Statements.** The income statement for the six-month period ended June 30, 2015 and the balance sheet dated June 30, 2015 uploaded by the Sellers to the Data Room as of the Effective Date (collectively, the “**Financial Statements**”) were prepared on a basis consistent with GAAP consistently applied throughout the periods involved (except as indicated in any notes thereto) and present fairly, in all material respects, the financial position and results of operations of Patriot and the Patriot Subsidiaries for the periods specified therein, subject to normal year-end adjustments.

**Section 3.12 Ordinary Course of Business.** Except as set forth on Schedule 3.12 and other than in connection with the Bankruptcy Case and taking into account exigencies arising as a result of the Sellers’ financial condition and status as a chapter 11 debtor, since December 31, 2014 (the “**Reference Date**”), the Sellers have conducted the Purchased Business in the ordinary course of business in all material respects.

**Section 3.13 Litigation, Investigations and Claims.** (a) Schedule 3.13(a) sets forth a true, complete and correct list of all existing and pending (and to the Knowledge of Seller, threatened) Actions against any Seller or any of its Subsidiaries or in respect of the Purchased Assets or the operation of the Purchased Business (collectively “**Litigation**”), which would reasonably be expected to be material to the Purchased Business.

(b) Except as set forth on Schedule 3.13(b) and except for any order entered by the Bankruptcy Court, none of Seller or its Subsidiaries is subject to any Order in respect of the Purchased Assets or the operation of the Purchased Business.

**Section 3.14 Laws and Regulations.** The Sellers and their Subsidiaries are in compliance in all material respects with all Applicable Laws and Transferred Permits, as currently interpreted, applied, or enforced, relating to the Purchased Business and the Purchased Assets, except (i) as explicitly disclosed in Schedule 3.14 or (ii) for violations that have not had

and would not reasonably be expected to have a material adverse impact upon the Purchased Business. Except as set forth on Schedule 3.14, since January 1, 2014, no Seller (or any Subsidiary of such Seller) has received (a) any written notification from any Governmental Authority (i) asserting that a Seller (or a Subsidiary of such Seller) is in violation of any Applicable Laws which such Governmental Authority enforces or (ii) threatening to revoke any Transferred Permits or (b) any written notice from any Governmental Authority indicating any Transferred Permits being sought, amended or renewed will be denied by the applicable Governmental Authority.

**Section 3.15 Tax Matters.**

(a) With respect to the Purchased Business and the Purchased Assets, the Sellers have timely filed or caused to be filed all material Tax Returns required to have been filed by the Sellers with respect to, by or for the Sellers, the Purchased Business or the Purchased Assets for the period prior to the Closing except for those Tax Returns for which the filing date has not yet passed. All such Tax Returns are correct and complete in all material respects and were prepared in substantial compliance with all Applicable Laws. Sellers have timely paid all material Taxes that are due and payable. There are no unpaid Taxes due and owing by Sellers or by any other Person (including, without limitation, any corporation with which Sellers file or have filed a consolidated, combined, or unitary return) that are or could reasonably be expected to become an Encumbrance (other than a Permitted Encumbrance) on the Purchased Assets or otherwise adversely affect the operation of the Purchased Business. Sellers have collected or withheld all amounts required to be collected or withheld by Sellers for all material Taxes or assessments, and all such amounts have been paid to the appropriate Taxing Authority or set aside in appropriate accounts for future payment when due. No claim has been made in writing by any Taxing Authority in a jurisdiction where the Sellers do not file Tax Returns with respect to the Purchased Business or the Purchased Assets that the Sellers are or may be subject to taxation by that jurisdiction with respect to the Purchased Business or the Purchased Assets. In addition to the foregoing, the Sellers shall pay any and all Taxes that may be now or hereafter due with respect to the Purchased Business or the Purchased Assets or the activities of the Sellers, in each case, through and including the Closing Date, except as set forth in this Agreement. The Sellers have not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, in each case, if it could have an adverse impact on the Purchased Assets or the Purchased Business or subject Buyer or any of its Affiliates to any Tax Liability after the Closing.

(b) There are no pending or threatened audits, investigations, disputes, notices of deficiency, claims or other Actions for or relating to any Liability for Taxes with respect to the Purchased Business or the Purchased Assets. There is no dispute or claim concerning any Tax liability of the Sellers claimed or raised by any Taxing Authority in writing. The Sellers have made available to Buyer correct and complete copies of all income Tax Returns, examination reports, and statements of deficiencies assessed against or agreed to by the Sellers, the Purchased Business or the Purchased Assets since January 1, 2012.

(c) No Purchased Asset (i) is property required to be treated as owned by another person pursuant to the provisions of Section 168(f)(8) of the Internal Revenue Code of 1954, as amended and in effect immediately prior to the enactment of the Tax Reform Act of 1986, (ii)

constitutes “tax-exempt use property” within the meaning of Section 168(h) of the Code, (iii) is “tax-exempt bond financed property” within the meaning of Section 168(g) of the Code, (iv) secures any debt the interest of which is tax-exempt under Section 103(a) of the Code or (v) is subject to a 467 rental agreement as defined in Section 467 of the Code.

(d) Each Seller is a United States Person within the meaning of Section 7701 of the Code.

**Section 3.16 Finders’ Fees.** Except for Centerview Partners LLC, whose fees and expenses will be paid by the Sellers, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of the Sellers who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

**Section 3.17 FCPA Matters.** In connection with the operation of the Purchased Business, no Seller or any Subsidiary of such Seller or, to the Knowledge of the Sellers, any director, officer, agent, employee or Affiliate of the Sellers, is aware of or has taken any action, directly or indirectly, with respect to the Purchased Business that would result in a violation of the Foreign Corrupt Practices Act of 1977 and the rules and regulations thereunder (the “FCPA”) or any other applicable anti-corruption Law. The Sellers, their Subsidiaries and, to the Knowledge of the Sellers, their Affiliates have conducted the Purchased Business in compliance with the FCPA and any other applicable anti-corruption Law and maintain and procedures which are reasonably expected to ensure compliance therewith.

**Section 3.18 Certain LOC and Bond Amounts.** As of the Effective Date, the outstanding amounts of letters of credit related to Sellers’ workers compensation liabilities are set forth on Schedule 1.01(a)(vii) and the outstanding amounts of Sellers’ surety bonds are set forth on Schedule 1.01(a)(viii).

**Section 3.19 Workers Compensation.** As of May 31, 2015 and based on the actuarial reports provided to Buyer, Sellers’ good faith estimate of its workers compensation and state black lung liabilities is approximately \$82,027,225 and \$26,451,433 respectively.

#### ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF THE BUYER PARTIES

The Buyer Parties represent and warrant to the Sellers, as of the date of this Agreement and as of the Closing Date, that:

**Section 4.01 Corporate Existence and Power.** Parent is a non-stock corporation duly formed, validly existing and in good standing under the laws of its jurisdiction of formation and has all corporate powers and all material governmental licenses, authorizations, qualifications permits, consents and approvals required to carry on its business as now conducted. Buyer is a limited liability company duly formed, validly existing and in good standing under the laws of its jurisdiction of formation and has all limited liability company powers and all material governmental licenses, authorizations, qualifications permits, consents and approvals required to carry on its business as now conducted.



**Section 4.02 Corporate Authorization.** The execution, delivery and performance by Buyer Parties of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby are within the limited liability company and corporate powers of the Buyer Parties and have been duly authorized by all necessary limited liability company and corporate action on the part of the Buyer Parties. Subject to the entry of the Confirmation Order, this Agreement constitutes, and the Transaction Documents to which the Buyer Parties are a party, when executed and delivered by the Buyer Parties will constitute, the valid and binding obligations of the Buyer Parties enforceable against the Buyer Parties in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights and general principles of equity that restrict the availability of equitable remedies.

**Section 4.03 Governmental Authorization.** The execution, delivery and performance by the Buyer Parties of this Agreement and each of the Transaction Documents and the consummation of the transactions contemplated hereby and thereby require no material filing, application or registration with, or consent, authorization or approval of or other action by or in respect of any Governmental Authority other than (i) compliance with any applicable requirements of the HSR Act, (ii) the Bankruptcy Court and (iii) the transfer or reissuance of the Transferred Permits as contemplated by Section 7.03.

**Section 4.04 Noncontravention.** Except as set forth on Schedule 4.04, the execution, delivery and performance by the Buyer Parties of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby do not and will not (i) conflict with or violate any terms, conditions or provisions in the articles of incorporation, bylaws, certificate of formation or limited liability company operating agreement (or comparable organization documents) of the Buyer Parties, (ii) assuming compliance with the matters referred to in Section 4.03, conflict with or violate any term or provision of Applicable Law or (iii) constitute (with due notice or lapse of time or both) a default (or give rise to any right of termination, right of first refusal or similar right, cancellation or acceleration of any right or obligation) under any Contract binding upon the Buyer Parties, except, in the case of this clause (iii), as would not reasonably be expected to materially delay the ability of the Buyer Parties to consummate the transactions contemplated in this Agreement and, in each case, after giving effect to the Confirmation Order.

**Section 4.05 Adequate Assurances Regarding Assumed Contracts.** As of the Closing, Buyer will be capable of satisfying the conditions contained in sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to the Assumed Contracts.

**Section 4.06 Litigation.** There is no Action, suit, investigation or proceeding pending against, or to the Knowledge of the Buyer Parties threatened against or affecting, the Buyer Parties before any arbitrator or any Governmental Authority which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

**Section 4.07 Finders' Fees.** Except for Teneo Securities LLC New York Branch, whose fees and expenses will be paid by the Buyer Parties, there is no investment banker, broker,

finder or other intermediary which has been retained by or is authorized to act on behalf of the Buyer Parties who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

**Section 4.08 Inspections; No Other Representations.** The Buyer Parties are informed and sophisticated purchasers, and have engaged expert advisors, experienced in the evaluation and purchase of property and assets such as the Purchased Assets as contemplated hereunder. The Buyer Parties have undertaken such investigation and have been provided with and has evaluated such documents and information as it has deemed necessary to enable them to make an informed and intelligent decision with respect to the execution, delivery and performance of this Agreement. The Buyer Parties will undertake prior to Closing such further investigation and request such additional documents and information as they deem necessary. THE BUYER PARTIES ACKNOWLEDGE AND AGREE THAT THE PURCHASED ASSETS ARE SOLD “AS IS” AND THE BUYER PARTIES AGREE TO ACCEPT THE PURCHASED ASSETS AND THE PURCHASED BUSINESS IN THE CONDITION THEY ARE IN ON THE CLOSING DATE BASED ON THEIR OWN INSPECTION, EXAMINATION AND DETERMINATION WITH RESPECT TO ALL MATTERS, AND WITHOUT RELIANCE UPON ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES OF ANY NATURE MADE BY OR ON BEHALF OF OR IMPUTED TO THE SELLERS, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE BUYER PARTIES ACKNOWLEDGE THAT THE SELLERS MAKE NO REPRESENTATION OR WARRANTY WITH RESPECT TO (i) ANY PROJECTIONS, ESTIMATES OR BUDGETS DELIVERED TO OR MADE AVAILABLE TO THE BUYER PARTIES OF FUTURE REVENUES, FUTURE RESULTS OF OPERATIONS (OR ANY COMPONENT THEREOF), FUTURE CASH FLOWS OR FUTURE FINANCIAL CONDITION (OR ANY COMPONENT THEREOF) OF THE PURCHASED BUSINESS OR THE FUTURE BUSINESS AND OPERATIONS OF THE PURCHASED BUSINESS OR (ii) ANY OTHER INFORMATION OR DOCUMENTS MADE AVAILABLE TO THE BUYER PARTIES OR THEIR COUNSEL, ACCOUNTANTS OR ADVISORS WITH RESPECT TO THE PURCHASED BUSINESS, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THIS SECTION 4.08 BE IN ANY WAY DEEMED A LIMITATION OF THE RECOURSE OF BUYER IN THE EVENT OF ACTUAL FRAUD, A WILLFUL BREACH OR A KNOWING AND INTENTIONAL MISREPRESENTATION.

**Section 4.09 Assurances Regarding Permits.** The Buyer Parties are and will be capable of taking transfer of, or obtaining replacement or overlapping permits for, and of posting replacement surety bonds and necessary collateral with respect to, the Transferred Permits and will not have been denied, or subject to denial of, any application for any mining license, permit or other governmental authorization by any Governmental Authority due to application of the Applicant Violator System established pursuant to the federal Surface Mining Control and Reclamation Act (or any applicable state system), other than any denial for violations that may reasonably be expected to be cured by the time of such transfer or obtaining of permits as contemplated by Section 7.03.

ARTICLE 5  
COVENANTS OF THE SELLERS

**Section 5.01 Conduct of the Purchased Business.** Except as expressly permitted by this Agreement or as consented to by Buyer in writing (which consent shall not be unreasonably withheld, conditioned or delayed) and to the extent not inconsistent with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, any orders entered by the Bankruptcy Court in the Bankruptcy Case (*provided*, that the Sellers shall (x) not, without the prior written consent of Buyer, seek any order of the Bankruptcy Court requiring them to refrain from taking any action described in this Section 5.01 and (y) use their commercially reasonable efforts to oppose any motion or other request seeking such an order of the Bankruptcy Court) or other Applicable Law, from the Effective Date through the Closing, the Sellers shall, and shall cause their Subsidiaries to, use their commercially reasonable efforts to conduct the Purchased Business in the ordinary course consistent with past practice and to:

- (i) maintain the Purchased Assets in as good working order and condition as at present, ordinary wear and tear excepted;
- (ii) not introduce any material new method of management, operation or accounting;
- (iii) keep in full force and effect the Insurance Policies or other substantially equivalent insurance coverage without being in default or failing to give any notice or present any claim thereunder;
- (iv) have sufficient Coal Inventory at the Closing to enable Buyer to satisfy delivery obligations under sales contracts for 10 days immediately after Closing;
- (v) keep available the services of the present employees of the Purchased Business;
- (vi) maintain and preserve their business organizations intact and maintain their relationships with third parties; and
- (vii) promptly notify the Buyer if any Seller waives, releases, assigns, settles or compromises any material rights or claims that relate to Assumed Liabilities, or any material litigation or arbitration that is among the Assumed Liabilities and to provide the Buyer with any relevant documentation.

For the avoidance of doubt, the pendency of the Bankruptcy Case and the effects thereof shall in no way be deemed a breach of this Section 5.01.

**Section 5.02 No Changes in Business.** Without limiting the generality of Section 5.01, from the date of this Agreement through the Closing, except as set forth in Schedule 5.02, as expressly permitted by this Agreement or as consented to by Buyer in writing (which consent shall not be unreasonably withheld, conditioned or delayed) and to the extent not inconsistent with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, any orders entered by the Bankruptcy Court in the Bankruptcy Case (*provided*, that the Sellers shall (x) not, without the

prior written consent of Buyer, seek any order of the Bankruptcy Court compelling them to take any action described in this Section 5.02 and (y) use their commercially reasonable efforts to oppose any motion or other request seeking such an order of the Bankruptcy Court) or other Applicable Law, the Sellers shall not, and shall not permit any of their Affiliates to, with respect to the Purchased Business:

(a) reject pursuant to section 365 of the Bankruptcy Code any Assumed Contract or Assumed Lease;

(b) enter into or amend any Assumed Lease or Assumed Contract with the reasonably likely effect of increasing or decreasing by \$250,000 or more the funds to be paid or received, respectively, by any Seller (or, after the Closing, the Buyer) under any such Assumed Lease or Assumed Contract for the remainder of its term;

(c) grant a participation or security interest in, mortgage, pledge or otherwise encumber or subject to an Encumbrance (other than a Permitted Encumbrance) any Purchased Asset;

(d) remove any Purchased Assets from the Purchased Mining Complexes or transfer any Purchased Assets to any mining complex that is an Excluded Asset;

(e) acquire for the Purchased Business (by merger, consolidation or acquisition of stock or assets, inbound license or otherwise) any interest in any corporation, partnership or other business organization or division thereof or other material assets or properties outside of the ordinary course of business consistent with past practice;

(f) waive, release, assign, settle or compromise any material rights or claims that constitute Purchased Assets, or any material litigation or arbitration that constitute Purchased Assets;

(g) enter into any Assumed Contract which materially restricts the ability of the Purchased Business to engage in any business in any geographic area or channel of distribution;

(h) sell, lease, license (as licensor), assign, dispose of or transfer any material tangible or intangible property or contract right, in each case that is a Purchased Asset, other than the sale of coal inventory in the ordinary course of business consistent with past practice;

(i) make loans or advances to, guarantees for the benefit of, or any investments in, any Person other than to the extent such loans, advances guarantees or investments do not constitute Purchased Assets or Assumed Liabilities, as the case may be;

(j) make, change or revoke any Tax election, settle or compromise any Liability for Taxes, file any amended Tax Return, enter into any agreement with respect to Taxes, adopt or change any method of Tax accounting, or consent to any extension or waiver of the statute of limitations period applicable to any Tax claim or assessment, in each case to the extent such action could adversely affect the Purchased Assets or the Purchased Business, or subject Buyer or any of its Affiliates to any Tax liability, after the Closing Date;

(k) enter into or amend any Contract or commitment, or enter into any other transaction, directly or indirectly, with any Affiliate that constitutes an Assumed Contract or gives rise to an Assumed Liability; or

(l) agree or commit to do any of the foregoing;

*provided*, that, notwithstanding anything to the contrary in this Section 5.02, the Sellers and their Affiliates shall not be restricted from entering into, amending, or consummating a transaction with any Counterparty regarding any Excluded Assets.

**Section 5.03 Access to Information.** (a) From the Effective Date until the Closing Date, the Sellers will (and will cause their Affiliates to) (i) give Buyer, its counsel, financial advisors, auditors and other authorized Representatives reasonable access to the Purchased Real Property offices, preparation plants, underground mine workings and other facilities and properties of the Purchased Business and the books and records of the Sellers relating to the Purchased Business, (ii) furnish to Buyer, its counsel, financial advisors, auditors and other authorized Representatives such financial and operating data and other information relating to the Purchased Business as such Persons may reasonably request and (iii) instruct the employees, counsel and financial advisors of the Sellers and their Affiliates to cooperate with Buyer in its investigation of the Purchased Business. Any investigation by Buyer or its authorized Representatives pursuant to this Section 5.03 shall be conducted in such manner as not to interfere unreasonably with the conduct of the business of the Sellers. Notwithstanding the foregoing, Buyer shall not (A) have access to personnel records of the Sellers relating to individual performance or evaluation records, medical histories or other information which in the Sellers' good faith opinion is sensitive or the disclosure of which could subject the Sellers to risk of liability or (B) conduct or cause to be conducted any sampling, testing or otherwise invasive investigation of the air, soil, surface water, groundwater, building materials or other environmental media related to the Purchased Business or the Purchased Assets without the prior written consent of the Sellers' Representative, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, until the Confirmation Order shall have been entered, except with the prior written consent of the Sellers or in conjunction with Patriot's executive management, Buyer shall not, and shall cause its Affiliates and their respective representatives (including counsel, accountants and financial advisors) not to, initiate or maintain contact with any security-holder, employee, partner, manager, agent, advisor, representative or customer of the Sellers or any of their Affiliates, in each case, solely with respect to, or relating or referring in any way to the sale of coal from the Purchased Mining Complexes.

(b) Without limiting the generality of Section 5.03, Buyer and the Sellers shall, beginning immediately upon the Effective Date and continuing until Closing, conduct a reasonable joint pre-closing review to confirm the quantities of Coal Inventory and the existence and location of the Equipment and Fixed Assets, for the purpose of verifying the same; *provided*, that such pre-closing review shall not interfere unreasonably with the conduct of the business of the Sellers.

**Section 5.04 Records of Purchased Business.** For a period of 120 days after the Closing Date, the Sellers and their Subsidiaries shall maintain at their corporate and administrative offices originals or copies of all accounting, environmental, Tax, and black lung

data relating to the Purchased Business, to the extent not transferred to Buyer as Purchased Assets in accordance with this Agreement (collectively the “**Business Records**”). During such 120-day period, Buyer shall have the right (i) to inspect and review the Business Records at the corporate and administrative offices of the Sellers and their Subsidiaries and (ii) at Buyer’s sole expense, to make copies of the Business Records.

**Section 5.05 Segregation and Removal of Excluded Assets.** Within one hundred twenty (120) days after the Closing Date, the Sellers shall segregate and remove from the Purchased Real Property all Excluded Assets. The Sellers shall remove such items at the Sellers’ sole cost and expense in a manner so as not to unreasonably interfere with Buyer’s operations on the Purchased Real Property, and the Sellers shall bear full liability for any and all claims related to or arising from such Excluded Assets and their removal. Buyer shall provide the Sellers with reasonable access and coordination to remove such Excluded Assets.

**Section 5.06 Release; Acknowledgements.** (a) Notwithstanding anything to the contrary contained herein, effective as of the Closing, (i) each Seller (individually and on behalf of its Affiliates) hereby releases and forever discharges Buyer and each of its respective Affiliates and their respective successors and assigns and all officers, directors, partners, members, shareholders, employees and agents of each of them from any and all actual or potential claims, causes of action, proceedings, Liabilities, damages, expenses and/or Losses of whatever kind or nature (including attorneys’ fees and costs), in law or equity, known or unknown, suspected or unsuspected, now existing or hereafter arising, whether contractual, in tort or otherwise, including, without limitation, those arising under CERCLA, which such Party had, has, or may have in the future to the extent relating to the Excluded Assets or the Excluded Liabilities and (ii) Buyer (individually and on behalf of its Affiliates) hereby releases and forever discharges each Seller and each of their respective Affiliates and their respective successors and assigns and all officers, directors, partners, members, shareholders, employees and agents of each of them from any and all actual or potential claims, causes of action, proceedings, Liabilities, damages, expenses and/or Losses of whatever kind or nature (including attorneys’ fees and costs), in law or equity, known or unknown, suspected or unsuspected, now existing or hereafter arising, whether contractual, in tort or otherwise, which such Party had, has, or may have in the future to the extent relating to the Purchased Assets or the Assumed Liabilities; *provided*, that nothing in this Agreement shall be construed to release any Person from any of its contractual obligations under this Agreement and the Transaction Documents, including its obligations in respect of the Purchased Assets, Assumed Liabilities, Excluded Assets and Excluded Liabilities, as the case may be, each of which shall remain fully effective and enforceable from and after the Closing Date.

**Section 5.07 Bankruptcy Process.**

(a) Sellers shall (i) use reasonable commercial efforts to obtain entry of the Buyer Bid Protections Order and an order of the Bankruptcy Court (the “**Disclosure Statement Order**”) approving the disclosure statement related to the Plan (the “**Disclosure Statement**”), (ii) promptly commence solicitation on the Plan upon entry of the Disclosure Statement Order, and (iii) use reasonable commercial efforts to (A) facilitate the solicitation, confirmation and consummation of the Plan and the Transaction, (B) obtain entry of the Confirmation Order and (C) consummate the Plan.

(b) In the event that the entry of, as applicable, the Buyer Bid Protections Order, the Disclosure Statement Order, the Confirmation Order or any other Order reasonably necessary in connection with the transactions contemplated by this Agreement is appealed, Seller shall use its reasonable commercial efforts to defend against such appeal.

(c) Sellers and Buyer acknowledge that this Agreement and the sale of the Purchased Assets are subject to higher and better bids, including a potential auction (the “**Auction**”), and Bankruptcy Court approval, all as described in the Bidding Procedures Order. The bidding procedures to be employed with respect to this Agreement and any Auction shall be those reflected in the Bidding Procedures Order. Buyer acknowledges that Seller and its Affiliates and Representatives are and may continue soliciting inquiries, proposals or offers for the Purchased Assets in connection with any Alternative Transaction as and to the extent provided in the Bidding Procedures Order.

**Section 5.08 Additional Bankruptcy Matters.** (a) From and after the Effective Date and until the Closing Date, to the extent reasonably practicable, the Sellers shall deliver to Buyer drafts of any and all pleadings, motions, notices, statements, applications, schedules, reports, and other papers to be filed or submitted by the Sellers in connection with or related to this Agreement for Buyer’s prior review. The Sellers shall make reasonable efforts to consult and cooperate with Buyer regarding (i) any such pleadings, motions, notices, statements, applications, schedules, reports, or other papers, (ii) any discovery taken in connection with the seeking entry of the Buyer Bid Protections Order, Disclosure Statement Order, or Confirmation Order (including any depositions) and (iii) any hearing relating to the Buyer Bid Protections Order, Disclosure Statement Order, or Confirmation Order, including the submission of any evidence, including witnesses testimony, in connection with such hearing.

(b) The Sellers acknowledge and agree, and the Confirmation Order shall provide that, on the Closing Date and concurrently with the Closing, all then existing or thereafter arising Liabilities and Encumbrances of, against or created by the Sellers or their bankruptcy estates, shall be fully released from and with respect to the Purchased Assets, which shall be transferred to Buyer free and clear of all Liabilities and Encumbrances except for Assumed Liabilities and Permitted Encumbrances.

**Section 5.09 Payment of Cure Costs.** Sellers shall, on or prior to the Closing, pay in full in cash an amount equal to the aggregate amount of all Cure Costs (other than any such Cure Costs that are payable by Buyer pursuant to Section 2.05(d)); *provided*, that to the extent any counterparty to an Assumed Contract or Assumed Lease asserts a higher Cure Cost than set forth in Schedule 2.01(e) or Schedule 3.06(a)(i), as applicable, the Sellers shall also pay the difference between such higher Cure Cost and the Cure Cost originally set forth in Schedule 2.01(e) or Schedule 3.06(a)(i), unless otherwise ordered by the Bankruptcy Court.

## ARTICLE 6 COVENANTS OF BUYER

**Section 6.01 Confidentiality.** The Buyer Parties and their Affiliates will hold, and will use their best efforts to cause their respective Representatives to hold all confidential documents and information concerning the business of Patriot and the Patriot Subsidiaries furnished to the

Buyer Parties or their Affiliates in connection with the transactions contemplated by this Agreement in accordance with the provisions of the Confidentiality Agreement, dated as of June 10, 2015, between Patriot and Parent (the “**Buyer Confidentiality Agreement**”) which, notwithstanding anything to the contrary contained therein, shall remain in full force and effect until the Closing, at which time the confidentiality obligations under the Buyer Confidentiality Agreement shall terminate. If, for any reason, the transactions contemplated by this Agreement are not consummated, the Buyer Confidentiality Agreement shall nonetheless continue in full force and effect in accordance with its terms. Notwithstanding the foregoing, the Buyer Parties and their Affiliates may make disclosures of such confidential documents and information requested by lenders to the Buyer Parties conducting diligence in connection with the transactions contemplated hereby; *provided*, that such lenders shall execute a confidentiality agreement with Patriot or the Buyer Parties substantially in the form of the Buyer Confidentiality Agreement.

**Section 6.02 Access.** On and after the Closing Date, to the extent permitted by Applicable Law, Buyer will afford promptly to the Sellers and their agents (i) reasonable access to its properties, books, records, employees and auditors to the extent necessary to permit the Sellers to determine any matter relating to its rights and obligations hereunder or to any period ending on or before the Closing Date; *provided*, that any such access by the Sellers shall not unreasonably interfere with the conduct of the business of Buyer; *provided further* that the scope of any such access shall be limited to the Purchased Assets, and (ii) reasonable access to the Purchased Mining Complexes for purposes of conducting mine reclamation related to any Permit that is not a Transferred Permit; *provided*, that any such access by the Sellers shall not unreasonably interfere with the conduct of the business of Buyer.

**Section 6.03 Bankruptcy Actions.** Buyer acknowledges that it must provide adequate assurance of future performance under the Assumed Contracts and the Assumed Leases and agrees that it shall, and shall cause its Affiliates to, cooperate with the Sellers in connection with furnishing information or documents to the Sellers to satisfy the requirements of section 365(f)(2)(B) of the Bankruptcy Code. In furtherance of the foregoing, Buyer shall take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assumed Contracts and the Assumed Leases, such as providing non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making Buyer’s employees and representatives available to testify before the Bankruptcy Court. Buyer shall promptly take all actions as are reasonably requested by Seller to assist in obtaining the Bankruptcy Courts’ entry of, as applicable, the Buyer Bid Protections Order, the Disclosure Statement Order, the Confirmation Order and/or any other Order reasonably necessary in connection with the Transaction as promptly as practicable, including furnishing affidavits, financial information or other documents or information for filing with the Bankruptcy Court. In the event that the entry of, as applicable, the Buyer Bid Protections Order, the Disclosure Statement Order, the Confirmation Order or any other Order reasonably necessary in connection with the transactions contemplated by this Agreement is appealed, Buyer shall use its reasonable commercial efforts to cooperate with Seller in the defense of such appeal.



ARTICLE 7  
COVENANTS OF BUYER AND THE SELLERS

**Section 7.01 Further Assurance.**

(a) Except as otherwise provided herein and subject to the terms and conditions of this Agreement, the Bankruptcy Code and any orders of the Bankruptcy Court, the Sellers and Buyer shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable under Applicable Law to consummate the transactions contemplated by this Agreement, including (i) preparing and filing as promptly as practicable with any Governmental Authority or other third party all documentation to effect all necessary filings, notices, petitions, statements, registrations, submissions of information, applications and other documents and (ii) obtaining and maintaining all approvals, consents, registrations, permits, authorizations and other confirmations required to be obtained from any Governmental Authority or other third party that are necessary, proper or advisable to consummate the transactions contemplated by this Agreement, in each case, after giving effect to the Confirmation Order. The Sellers and Buyer agree to execute and deliver such other documents, certificates, agreements and other writings and to use commercially reasonable efforts to take such other actions as may be necessary or desirable in order to consummate or implement expeditiously the transactions contemplated by this Agreement, to vest in Buyer good title to the Purchased Assets and to assure and evidence the assumption by Buyer of the Assumed Liabilities.

(b) In furtherance and not in limitation of the foregoing, but subject to Section 7.01(c), to the extent applicable, each of Buyer and the Sellers shall make an appropriate filing of a Notification and Report Form pursuant to the HSR Act with respect to the transactions contemplated by this Agreement as promptly as practicable and in any event within 10 Business Days of the Effective Date. Each of Buyer and the Sellers shall supply as promptly as practicable any additional information and documentary material that may be requested pursuant to the HSR Act and shall use commercially reasonable efforts to take all other actions necessary or desirable to cause the expiration or termination of the applicable waiting period under the HSR Act as soon as practicable.

(c) Notwithstanding anything in this Agreement to the contrary, “commercially reasonable efforts” for purposes of this Agreement shall in no event or circumstance require Buyer or any of its Affiliates to (i) execute any settlements, undertakings, consent decrees, stipulations or other agreements, (ii) sell, divest, hold separate or otherwise convey and particular assets or categories of assets or businesses of Buyer and its Affiliates, (iii) agree to sell, divest, hold separate or otherwise convey any particular assets or categories of assets or businesses contemporaneously with or subsequent to the Closing, (iv) permit the Sellers and their Affiliates to sell, divest or otherwise convey any particular assets or categories of assets or properties of the Sellers and their Affiliates related to the Purchased Business prior to the Closing, (v) otherwise take or commit to take actions that after the Closing Date would limit the freedom of action of Buyer or its Affiliates with respect to, or its or their ability to retain, one or more of its or their businesses or assets, (vi) defend through litigation on the merits any claim asserted in court by any Person, (vii) accept any amendment to the terms of any Transferred Permit or any additional conditions with respect to any Transferred Permit or (viii) subject to

Section 7.01(e), make to any Person any material payment with respect to obtaining any approvals, consents, registrations, permits, authorizations and other confirmations.

(d) No Party shall agree (or permit any of their respective Affiliates to agree) to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry relating to the consummation of the transactions contemplated by this Agreement unless it consults with the other Parties in advance (to the extent reasonably practicable to do so) and, to the extent permitted by such Governmental Authority and any Applicable Law, gives the other Parties and their outside counsel the opportunity to attend and participate at such meeting.

(e) The fees and expenses for all filings under the HSR Act and any other necessary filings or submissions to any Governmental Authority pursuant to this Section 7.01 shall be borne in full by Buyer.

**Section 7.02 Certain Filings.** The Sellers and Buyer shall cooperate with one another (i) in determining whether any action by or in respect of, or filing with, any Governmental Authority is required, or any actions, consents, approvals or waivers are required to be obtained from parties to any material contracts, in connection with the consummation of the transactions contemplated by this Agreement and (ii) in taking such actions or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers.

**Section 7.03 Transferred Permit and Surety Bond Matters.**

(a) (i) As promptly as commercially reasonably possible, and in no event later than sixty (60) days after the Closing Date, Buyer shall properly file all applications required to transfer the Transferred Permits from the Sellers to Buyer with the appropriate Governmental Authority and (ii) Buyer shall, immediately following the Closing, take, or cause to be taken, all actions and do, or cause to be done, all things necessary or desirable under Applicable Law to put in place with the appropriate Governmental Authority the financial assurances necessary to transfer the Transferred Permits from the Sellers and to Buyer. The Sellers agree to diligently provide, at Buyer's sole cost and expense, any cooperation reasonably requested by Buyer to bring about the transfer of the Transferred Permits. From and after the Closing, Buyer shall diligently pursue the transfer of the Transferred Permits to Buyer, and Buyer shall operate under the Transferred Permits as the designated operator in accordance with the terms and conditions contained in the Permit Transfer Agreements; *provided*, that in no event shall Buyer be obligated to accept any material amendment to the terms of any Transferred Permit or any additional conditions with respect to any Transferred Permit (other than any increase in bonding amounts required by the applicable Governmental Authority). To the extent allowed by and in accordance with Applicable Laws and the terms and conditions of the Permit Transfer Agreements, the Sellers grant Buyer the right to conduct, at the sole cost and expense of Buyer, mining and reclamation or water treatment operations following the Closing on the Purchased Real Property under the Transferred Permits as the designated operator until such time as they are transferred to Buyer (the "**Interim Period**"). Buyer shall indemnify the Sellers for all activities or omissions of Buyer on the Purchased Real Property during the Interim Period. The Sellers shall have (and Buyer grants) all rights of entry onto the Purchased Real Property

necessary for the Sellers to maintain the Transferred Permits prior to transfer thereof, to the extent Buyer fails to take necessary actions with respect thereto.

(b) Buyer at all times prior to the transfer of the Transferred Permits to Buyer shall: (i) comply with all Applicable Law governing, and all conditions and requirements of, or pertaining to, any such Transferred Permits; and (ii) be solely responsible for all incidents of violation, non-compliance, and similar occurrences related to the Transferred Permits that arise following the Closing. Buyer shall promptly deliver to the Sellers written notice of any such incidents, violations or occurrences, which the Sellers shall have the right, but not the obligation, to cure (including right of entry onto the applicable Purchased Real Property), and Buyer shall promptly reimburse the Sellers for the reasonable costs of any such cure. To the extent of its right to do so, the Sellers shall have (and Buyer grants) all rights of entry onto the Purchased Real Property necessary for the Sellers to maintain the Transferred Permits prior to transfer.

(c) To the extent the failure to negotiate settlement of any Excluded Pre-Closing Fine impacts the operations of Buyer's business, Buyer may give notice to Seller and effect settlement of such fine at its sole cost and expense; *provided*, that the consent of the Sellers' Representative shall be required for any settlement that involves any form of equitable relief that may have an adverse impact on the Sellers' business.

(d) If Sellers elect in their sole discretion pursuant to Section 2.10(i) to continue to hold outstanding following the Closing any Post-Closing Bonds, Buyer shall continue to use its reasonable best efforts to replace or transfer such Post-Closing Bond. Buyer shall, at its sole cost and expense, (x) until such time as Buyer has posted replacement surety bonds or other financial assurances replacing any such Post-Closing Bond, pay or reimburse the Sellers (within five (5) Business Days of receipt of notice from the Sellers' Representative, which such notice shall contain the applicable surety bond numbers and corresponding premium amounts) for the cost of any premiums and other bond related expenses that become due after the Closing Date with respect to such Post-Closing Bond, and (y) post any addition to the principal amount of any Post-Closing Bond required by any Governmental Authority after the Closing Date. Notwithstanding anything in this Agreement to the contrary, Buyer shall indemnify and hold harmless all Sellers for any Liabilities incurred by Sellers or their Affiliates with respect to any Post-Closing Bonds following the Closing.

(e) Until such time as the Transferred Permits are transferred to Buyer, the Sellers shall take all reasonable and necessary actions such that no 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 Authority due to application of the Applicant Violator System or any similar applicable state system.

**Section 7.04 Public Announcements**. Except as may be necessary in connection with the Bankruptcy Case, the Parties agree to consult with each other before issuing any press release or making any public statement with respect to this Agreement or the transactions contemplated hereby and, except for any press releases and public statements the making of which may be required by Applicable Law or any listing agreement with any national securities exchange, will not issue any such press release or make any such public statement prior to such consultation.

**Section 7.05 WARN Act.** Seller shall be responsible for any notices required to be given under and shall otherwise comply with all Liabilities arising under the Worker Adjustment and Retraining Notification Act (or any similar state or local law, the “**WARN Act**”) relating to any acts or omissions of Sellers on or prior to the Closing, including as a result of the transactions contemplated by this Agreement.

**Section 7.06 Notification of Certain Events.** Each Party shall promptly notify the other Parties of any event, condition or circumstance of which such Party becomes aware prior to the Closing Date that would cause, or would reasonably be expected to cause, a violation or breach of this Agreement (or a breach of any representation or warranty contained in this Agreement). During the period prior to the Closing Date, each Party will promptly advise the other Parties in writing of any written notice or other communication from any Person alleging that the consent of such Person is or may be required in connection with the transactions contemplated by this Agreement and the Transaction Documents. A Party’s receipt of information pursuant to this Section 7.06 shall not operate as a waiver or otherwise affect any representation, warranty or agreement given or made by the other Parties in this Agreement and shall not be deemed to amend or supplement the Disclosure Schedules to this Agreement.

**Section 7.07 Bankruptcy Court Approval.** Each of the Sellers and Buyer acknowledge that this Agreement and the sale of the Purchased Assets are subject to Bankruptcy Court approval. The Sellers and Buyer shall cooperate with each other in seeking entry of the Buyer Bid Protections Order, Disclosure Statement Order, and Confirmation Order. Buyer agrees that it will, at Buyer’s own cost, promptly take all actions that are reasonably requested by the Sellers to assist in obtaining the Bankruptcy Court’s entry of the Buyer Bid Protections Order, Disclosure Statement Order, and Confirmation Order, including furnishing affidavits, financial information or other documents or information for filing with the Bankruptcy Court and making Buyer’s employees and representatives available to testify before the Bankruptcy Court.

**Section 7.08 Certain Payments or Instruments Received from Third Parties.** To the extent that, after the Closing Date, (a) Buyer receives any payment or instrument that is for the account of a Seller according to the terms of any Transaction Document or relates primarily to any business or business segment of the Sellers other than the Purchased Business, Buyer shall promptly deliver such amount or instrument to the relevant Seller, and (b) any of the Sellers or any of their Affiliates receives any payment that is for the account of Buyer according to the terms of any Transaction Document or relates primarily to the Purchased Business, the Sellers shall, and shall cause their Affiliates to, promptly deliver such amount or instrument to Buyer. All amounts due and payable under this Section 7.08 shall be due and payable by the applicable Party in immediately available funds, by wire transfer to the account designated in writing by the relevant Party. Notwithstanding the foregoing, each Party hereby undertakes to use its commercially reasonable efforts to direct or forward all bills, invoices or like instruments to the appropriate Party. Any payments received under this Section 7.08 by the applicable Party will be treated by the other Party as being received by the applicable Party in its capacity as an agent for the other Party solely for U.S. federal income tax purposes.

**Section 7.09 Consents and Approvals.** The Parties shall use commercially reasonable efforts, as set forth in this Agreement, to secure all approvals, authorizations, consents, Transferred Permits, orders, assignments, releases, and/or waivers, if any, that are necessary to

effect the transactions contemplated by this Agreement and the Transaction Documents. Such commercially reasonable efforts shall not require any material payment or other consideration from the Parties (other than (i) as contemplated by Section 7.03 and (ii) the Cure Costs, which shall be the responsibility of the Sellers).

**Section 7.10 Ancillary Agreements.**

(a) The Parties shall use commercially reasonable efforts to negotiate in good faith, if applicable, the Reclamation Coal Throughput Agreement, the Transportation Access Agreement, the IP Assignment Agreement, the Transition Services Agreement and the Permit Transfer Agreements prior to Closing, and in each case such terms shall be in a form (i) customary for transactions of the type contemplated by this Agreement and (ii) reasonably satisfactory to Buyer and the Sellers' Representative, if applicable, in their respective sole discretion.

(b) Buyer shall use its reasonable best efforts to negotiate in good faith and agree to a substantially final form of the Counterparty Consent Decree Payment Agreement, the Counterparty Consent Decree Release and Access Agreement, the LOC and Bond Rights Transfer Agreement, the MCD Release Agreement, no later than September 15, 2015.

(c) Sellers shall use their commercially reasonable efforts to assist Buyer in the negotiation of the LOC and Bond Rights Transfer Agreement.

**Section 7.11 Overlapping Permits.**

(a) To the extent that the permitted areas and outfalls covered by any National Pollutant Discharge Elimination System permit which is an Excluded Asset (each, an "**Excluded NPDES Permit**") overlaps with the permitted areas and outfalls covered by one or more Transferred Permits issued pursuant to the Surface Mining Reclamation and Control Act (each, an "**Assumed SMCRA Permit**"), Buyer, Sellers and/or a Counterparty shall cooperate and use commercially reasonable efforts to remove, as soon as commercially practicable after the Closing, the permitted areas and outfalls covered by such Assumed SMCRA Permit(s) from such Excluded NPDES Permit. Without limiting the generality of the foregoing, as soon as commercially practicable after the transfer of any applicable Assumed SMCRA Permit, (i) Buyer shall file with the appropriate Governmental Authority an application for a new National Pollutant Discharge Elimination System permit (each, a "**New NPDES Permit**") with respect to the areas and outfalls covered by such Assumed SMCRA Permit(s) and (ii) the applicable Seller shall, at Buyer's sole cost and expense, take all actions reasonably necessary or desirable under Applicable Law to modify such Excluded NPDES Permit to remove from such Excluded NPDES Permit the outfalls and areas covered by such Assumed SMCRA Permit(s) (the "**Overlapping NPDES Areas**"). To the extent allowed by and in accordance with Applicable Laws, the Sellers grant Buyer the right to conduct at the sole cost and expense of Buyer mining and reclamation or water treatment operations following the Closing on the Overlapping NPDES Areas under the applicable Excluded NPDES Permits as the designated operator until such Buyer's application for the applicable New NPDES Permit with respect to such Overlapping NPDES Areas is approved by the applicable Governmental Authority (the "**NPDES Interim Period**"). The Sellers shall have (and Buyer grants) all rights of entry onto

the Overlapping NPDES Areas necessary for the Sellers to maintain the applicable Excluded NPDES Permit during the NPDES Interim Period and thereafter until final release of each Excluded NPDES Permit.

(b) Buyer at all times prior to end of the NPDES Interim Period shall: (i) comply with all Applicable Law governing, and all conditions and requirements of, or pertaining to, any such Excluded NPDES Permit with respect to any Overlapping NPDES Areas; and (ii) be solely responsible for all incidents of violation, non-compliance, and similar occurrences related to the Overlapping NPDES Areas covered by an Excluded NPDES Permit that arise following the Closing. Buyer shall promptly deliver to the Sellers written notice of any such incidents, violations or occurrences, which the Sellers shall have the right, but not the obligation, to cure (including right of entry onto the applicable Overlapping NPDES Area), and Buyer shall promptly reimburse the Sellers for the reasonable costs of any such cure.

**Section 7.12 Buyer Equity Grants.** Within one hundred eighty (180) days following the Closing, Buyer shall use commercially reasonable efforts to make the following issuances of its equity securities:

(a) a total up to of 7.5% of the Buyer's non-voting equity securities shall be granted to a plan for the benefit of the UMWA VEBA and the Patriot VEBA, collectively, with the allocation of equity securities between such entities to be proportionate to the number of trust beneficiaries covered by each of the UMWA VEBA and the Patriot VEBA, respectively, on the date of such grant; *provided*, for clarification, that such equity grant shall not constitute an assumption of any Liabilities, including, but not limited to any Employee-related Liabilities;

(b) up to 10% of the non-voting equity securities in the Buyer may be made available for purposes of providing incentive compensation to Buyer personnel;

(c) up to 17.5% of the non-voting equity securities in the Buyer may be made available to the UMWA 1974 Pension Plan in connection with the modification of Seller Collective Bargaining Agreements;

(d) up to 5% of the non-voting equity securities in the Buyer may be made available to the unsecured creditors' committee for distribution to the unsecured creditors other than the UMWA;

(e) up to 30% of the non-voting equity securities in the Buyer may be made available to the Parent; and

(f) up to 30% of the non-voting equity securities in the Buyer may be made available to the investment/operating partners of the Parent.

ARTICLE 8  
TAX MATTERS

**Section 8.01 Tax Cooperation; Responsibility for Taxes.**

(a) Buyer and the Sellers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Purchased Business and the Purchased Assets and Assumed Liabilities (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. Buyer shall retain all books and records with respect to Taxes pertaining to the Purchased Assets and the Assumed Liabilities for any Pre-Closing Tax Period for a period of at least six (6) years following the Closing Date. The Sellers and Buyer shall cooperate with each other in the conduct of any audit or other proceeding relating to Taxes involving the Purchased Assets, the Assumed Liabilities or the Purchased Business. The Sellers shall use commercially reasonable efforts to provide Buyer with such information that is in any of the Seller's possession and is reasonably requested by Buyer to identify the jurisdictions in which Tax Returns are required to be filed, or Taxes are required to be paid, and the types of Tax Returns required to be filed, in each case with respect to the Purchased Business or the Purchased Assets.

(b) All excise, sales, use, value added, registration stamp, recording, documentary, conveyancing, franchise, property, real property transfer, personal property transfer and similar Taxes, levies, charges and fees incurred in connection with the transactions contemplated by this Agreement (collectively, "**Transfer Taxes**") shall be borne by the Sellers. Buyer and the Sellers shall cooperate in providing each other with any appropriate resale exemption certifications and other similar documentation.

(c) The Party with the primary legal obligation for the reporting and payment of any Apportioned Taxes or Transfer Taxes shall file any Tax Returns and other documentation that must be filed in connection with such Apportioned Taxes or Transfer Taxes, and shall use its commercially reasonable efforts to provide such Tax Returns to the other Party at least ten (10) Business Days prior to the date such Tax Returns are due to be filed. If required by Applicable Law, the parties will, and will cause their respective Affiliates to, join in the execution of any such Tax Returns or other documentation.

(d) Apportioned Taxes and Transfer Taxes shall be timely paid, and all applicable filings, reports and returns shall be filed, as provided by Applicable Law. The paying Party shall be entitled to reimbursement from or shall provide a refund to the non-paying Party in accordance with Section 2.07 or Section 8.01(b), as applicable. Upon payment of any such Apportioned Taxes or Transfer Taxes, the paying Party shall present a statement to the non-paying Party setting forth the amount of reimbursement to which the paying Party is entitled under Section 2.07 or Section 8.01(b), as the case may be, or the amount of refund to which the non-paying Party is entitled under Section 2.07, together with such supporting evidence as is reasonably necessary to calculate the amount to be reimbursed or refunded. The applicable Party shall make the payment in the foregoing sentence promptly but in no event later than ten (10) days after the presentation of such statement. Any payment not made within such time

shall bear interest at the federal underpayment rate for each day until paid. Notwithstanding the foregoing, the Party with the primary legal obligation to pay any Apportioned Taxes or Transfer Taxes may, in its sole discretion, seek reimbursement under this Section 8.01(d) from the non-paying Party prior to such Party's payment of any such Apportioned Taxes or Transfer Taxes, and the non-paying Party shall make such reimbursement promptly but in no event later than ten (10) days after the presentation of such statement; *provided*, that the non-paying Party shall not be required to make such reimbursement earlier than ten (10) days prior to the date on which such Apportioned Taxes or Transfer Taxes are due.

(e) Unless otherwise agreed by the Parties, Sellers and Buyer agree to treat the transfer of assets to Buyer pursuant to this Agreement as a fully taxable asset purchase for all Tax purposes, and to file any and all Tax Returns accordingly; *provided, however*, that nothing contained herein shall prevent Buyer or the Sellers from settling any proposed deficiency or adjustment by any Taxing Authority based upon or arising out of the agreed tax treatment, and neither Buyer nor the Sellers shall be required to litigate before any court any proposed deficiency or adjustment by any Taxing Authority challenging such agreed tax treatment.

## ARTICLE 9 EMPLOYEE MATTERS

**Section 9.01 Representations and Warranties.** Sellers represent and warrant that (a) Schedule 9.01(a) contains a complete and accurate list of the following information for each employee of a Seller providing services to the Purchased Business as of the Effective Date, including each employee on active status, on a leave of absence, non-active or layoff status, or off work and receiving or eligible to receive benefits under any federal or state workers' compensation law, including the Black Lung Benefits Act (the "**Business Employees**"). Schedule 9.01(a) shall include for each Business Employee the name, job title, date of commencement of employment, and status. Except as set forth on Schedule 9.01(c), no Seller or any of its Affiliates has received any written notification of any unfair labor practice charges or complaints relating to any Business Employee or the Purchased Business pending before any agency having jurisdiction thereof nor are there any current union representation claims against any Seller or any of its Affiliates involving any Business Employee or the Purchased Business and, to the Knowledge of the Sellers, no such charges or claims are threatened. No Seller or any of its Affiliates has any liability with respect to the misclassification of any Person performing services for the Purchased Business as an independent contractor rather than as an employee or with respect to any leased employee.

(b) Set forth on Schedule 9.01(b) is each Collective Bargaining Agreement to which any Seller is a party. Except as set forth on Schedule 9.01(b), to the Knowledge of the Sellers there are no union organizing activities or proceedings involving, or any pending petitions for recognition of, a labor union or association as the exclusive bargaining agent for, or where the purpose is to organize, any group or groups of Business Employees. There is not currently pending, with regard to any of its facilities, any proceeding before the National Labor Relations Board, wherein any labor organization is seeking representation of any Business Employees. Except as set forth on Schedule 9.01(b), no Seller has any Knowledge of any strikes, work stoppages, grievances, work slowdowns or lockouts nor of any threats thereof, by or with respect to any of the Business Employees.



(c) Except as set forth on Schedule 9.01(c), with respect to the Purchased Business, there exist: (i) no charges of discrimination or lawsuits involving alleged violations of any fair employment law, wage payment law, occupational safety and health law; (ii) to the Knowledge of the Sellers, no threatened or pending litigation arising out of employment relationships, or other employment-related federal, state or local law; and (iii) to the Knowledge of the Sellers, no threatened or pending litigation arising out of employment relationships, by any applicant, Business Employee or former employee of the Purchased Business or any representative of any such Person or Persons. No charges or claims involving any of the facilities of any Seller or any of its Subsidiaries or any Business Employees or former employees of the Purchased Business are pending before any local, state or federal administrative agency, and no lawsuits involving any such facilities or employees are pending with respect to equal employment opportunity, age discrimination, occupational safety, or any other form of alleged employment practice or unfair labor practice.

(d) Within the twelve months prior to the Effective Date, no Seller or any Subsidiary of such Seller has implemented any plant closing or layoff of individuals employed at or who primarily provided service to the Purchased Business in violation of the WARN Act, the regulations promulgated thereunder, or any similar applicable foreign, state or local law. No Seller or any Subsidiary of such Seller has incurred any material liability under the WARN Act that remains unsatisfied as of the Effective Date. The Sellers have delivered to Buyer a true and complete list of layoffs, by location, implemented by the Sellers or any of their Subsidiaries in the 90-day period preceding the Effective Date at any location employing any individuals employed by the Purchased Business.

(e) With respect to Patriot's 401(k) plan, (i) such plan is qualified under Section 401 of the Code and each trust established in connection with such plan is exempt from federal income taxation under Section 501(a) of the Code, and the plan and each such trust has received a favorable determination or opinion letter from the Internal Revenue Service with respect to such qualification or exemption, and, to the Knowledge of the Sellers, nothing has occurred since the date of such letter that has or could reasonably be expected to adversely affect such qualification or exemption, (ii) there are no Actions, liens, suits, claims or complaints pending (other than routine claims for benefits) or, to the Knowledge of the Sellers, threatened or anticipated with respect to such plan, any fiduciaries of such plan with respect to their duties to such plan, or against the assets of such plan or any trust maintained in connection with such plan, and, to the Knowledge of the Sellers, no facts or circumstances exist that are reasonably likely to give rise to any such Actions, liens, suits, claim or complaints, and (iii) such plan has been operated and administered in compliance in all material respects with its terms and Applicable Law, including ERISA and the Code.

## **Section 9.02 Covenants.**

(a) Buyer, no later than five Business Days prior to the Closing, shall provide the Sellers with a list of those Business Employees to whom it desires to offer employment (whether through Buyer or one of its Affiliates) effective as of the Closing (the "**Offered Employees**"). As of the Closing Date, the Sellers shall terminate the employment of each Offered Employee and shall cooperate with, and use their commercially reasonable efforts to assist, Buyer with Buyer's hiring of such Offered Employees. Those Offered Employees who

accept Buyer's offer of employment and commence working for Buyer on the Closing Date (or upon return to work from approved vacation or leave of absence) shall herein be referred to as "**Transferred Employees.**" For the avoidance of doubt, the Sellers shall retain all Liabilities, including severance or other termination costs, if any, arising as a result of the transactions contemplated by this Agreement, relating to any Business Employees who do not become Transferred Employees.

(b) With respect to Transferred Employees, Buyer and the Sellers shall use the standard procedure set forth in Revenue Procedure 2004-53, 2004-34 I.R.B. 320, for purposes of employment tax reporting.

(c) The Sellers shall be solely responsible for all grievances, arbitrations, claims, demands, or charges of any nature whatsoever including, any such grievances, arbitrations, claims, demands, or charges whether now known or not yet made by any employees, bargaining agents, or governmental agencies, which result from or arise out of any event occurring prior to the Closing Date; and, the Sellers agree to hold harmless and indemnify Buyer for all such claims, if any, asserted against Buyer.

(d) [Reserved].

(e) The Sellers agree to reimburse Buyer promptly for all Black Lung Liabilities paid by Buyer with respect to any Transferred Employee employed by any Seller for more than six (6) months and who is not employed by Buyer for the duration of the statutory period set forth under the Black Lung Benefits Act required for Buyer to become a responsible operator with respect to such Transferred Employee. In the event a claim is made against Buyer with respect to which Buyer believes the provisions of this Section 9.02(e) apply, Buyer shall promptly give notice thereof to the Sellers.

(f) Nothing in this Section 9.02 is intended to require Buyer to continue employment for any period of time or on any specific terms or conditions of any Transferred Employee after the Closing. Nothing contained in this Agreement shall be construed as an amendment or modification of any employee benefit plan of the Sellers or Buyer.

**Section 9.03 No Third Party Beneficiaries.** Without limiting the generality of Section 12.09, the provisions of this Article 9 are included for the sole benefit of the Sellers and Buyer and nothing herein, whether express or implied, shall create any third party beneficiary or other rights in any other Person, including in any current or former employee, independent contractor or other service provider (including any beneficiary or dependent thereof) of the Sellers in respect of continued employment (or resumed employment) with Buyer or any of its Affiliates or the Purchased Business and no provision of this Article 9 shall create any rights in any such Persons in respect of any benefits that may be provided, directly or indirectly, under any Employee Plan, Buyer Plan or any plan or arrangement that may be established by Buyer or any of its Affiliates. No provision of this Agreement shall constitute a limitation on rights to amend, modify or terminate after the Closing Date any such plans or arrangements of the Sellers, Buyer or any of their respective Affiliates.

ARTICLE 10  
CONDITIONS TO CLOSING

**Section 10.01 Conditions to Obligations of Buyer and the Sellers.** The obligations of Buyer and the Sellers to consummate the Closing are subject to the satisfaction of the following conditions:

(a) Any applicable waiting period under the HSR Act relating to the transactions contemplated hereby shall have expired or been terminated; and

(b) No Governmental Authority shall have enacted, issued, promulgated, enforced or entered any order, writ, judgment, injunction, decree stipulation, determination or award which is in effect and has the effect of making the transactions contemplated by this Agreement illegal, otherwise restraining or prohibiting consummation of the transactions contemplated by this Agreement or causing any of the transactions contemplated by this Agreement to be rescinded following completion thereof.

**Section 10.02 Conditions to Obligation of Buyer.** The obligation of Buyer to consummate the Closing is subject to the satisfaction of the following further conditions:

(a) Each Seller shall have performed or complied with, in each case, in all material respects, all of its obligations hereunder required to be performed by it on or prior to the Closing Date.

(b) Representations and Warranties.

(i) Each of the representations and warranties of the Sellers contained in this Agreement (without giving effect to any qualification as to materiality, Material Adverse Effect or words of similar import included therein), other than Fundamental Representations of the Sellers, shall be true and correct in all respects on and as of the Effective Date and on and as of the Closing Date, as if made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects), except where the failure to be so true and correct (without giving effect to any qualifications as to materiality, Material Adverse Effect or words of similar import included therein) would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(ii) Each of the Fundamental Representations of the Sellers contained in this Agreement shall be true and correct in all respects on and as of the Effective Date and on and as of the Closing Date, as if made at and as of such date.

(c) Buyer shall have received a certificate signed by an authorized officer of Patriot certifying the satisfaction of the conditions set forth in the foregoing clauses (a) and (b).

(d) Since the Effective Date, there shall not have occurred any Material Adverse Effect (or any development that would reasonably be expected to result in a Material Adverse Effect).

(e) all Purchased Assets shall be free and clear of all Encumbrances, other than the Assumed Liabilities and Permitted Encumbrances.

(f) the Bankruptcy Court shall have entered the Disclosure Statement Order, in form and substance reasonably acceptable to Buyer, by no later than December 1, 2015, which date Buyer may waive or extend in its sole discretion, and such order shall be a Final Order.

(g) the Bankruptcy Court shall have entered an order (the “**Confirmation Order**”), by no later than September 24, 2015, which date Buyer may waive or extend in its sole discretion, (a) confirming the Plan, (b) approving the sale of the Purchased Assets to Buyer free and clear of all Encumbrances pursuant to *inter alia*, sections 105, 365, 1123(b)(4), 1129(b)(2)(A) and 1146(a) of the Bankruptcy Code (c) approving the assumption and assignment to Buyer of the Assumed Contracts and Assumed Leases pursuant to section 365 of the Bankruptcy Code, (d) containing findings of fact and conclusions of law that Buyer is a good faith purchaser entitled to and granted the protections of Bankruptcy Code section 363(m), (e) containing findings of fact and conclusions of law that Buyer is not successor to, or subject to successor liability for any Seller, (f) explicitly providing that there are no successorship obligations for Buyer including (i) under any collective bargaining agreements (including the Seller Collective Bargaining Agreement), (ii) no liability as a successor to any obligation under the Coal Act or (iii) no common law successorship obligation in relation to the UMWA 1974 Plan, including with respect to any withdrawal liability, and (g) containing such other terms which are otherwise reasonably acceptable to Buyer, including, without limitation, those set forth on Exhibit J attached hereto, which Confirmation Order must be entered by no later than September 24, 2015, if this Agreement is to be consummated in conjunction with the Blackhawk Purchase Agreement, or by no later than December 31, 2015 if this Agreement is to be consummated in conjunction with a transaction with a Counterparty other than Blackhawk, either of which dates may be waived or extended by Buyer in its sole discretion.

(h) The Confirmation Order shall be a Final Order, and the Plan shall have become effective pursuant to the Confirmation Order (or shall become effective concurrent with the Closing Date hereunder).

(i) (i) (x) Buyer shall have entered into new collective bargaining agreements with respect to the Transferred Employees on terms and conditions acceptable to Buyer in its sole discretion and that have been ratified by the UMWA or (y) The Bankruptcy Court shall have entered one or more orders, each in form and substance acceptable to the Buyer, rejecting the Seller Collective Bargaining Agreements and retiree benefit plans pursuant to sections 1113 and 1114 of the Bankruptcy Code with respect to the Transferred Employees, and such order(s) shall have become Final Orders, and shall not have been stayed, vacated, reversed, modified or supplemented without Buyer's prior written consent and (ii) no Seller shall have entered into or permitted the Purchased Business to enter into any other collective bargaining agreement or other labor agreement with any union or other labor organization.

(j) The objection deadline shall have passed for all counterparties to Assumed Contracts and Assumed Leases to object to the Cure Costs contained in their respective Contract Notice; *provided*, that such objection deadline shall be no less than seven days after such Contract Notice is served on each such counterparty.

(k) The Cure Costs shall have been paid by, or on behalf of, Sellers (or otherwise reserved in accordance with this Agreement and an order of the Bankruptcy Court reasonably acceptable to Buyer).

(l) The Buyer Bid Protections Order shall be a Final Order (unless such Final Order requirement is waived by Buyer in its sole discretion), and such order shall (i) have been entered by the Bankruptcy Court no later than September 15, 2015; (ii) not have been stayed, vacated, reversed, modified or supplemented without Buyer's prior written consent; (iii) have approved the Break-up Fee and Expense Reimbursement Amount in full and ordered that the claims of Buyer on account of the Break-up Fee and Expense Reimbursement Amount are junior to those afforded to the DIP lenders, the Debtors' prepetition lenders, and the Carve Out (as defined in the Final DIP Order) as set forth in the *Final Order (A) Authorizing the Debtors to Obtain Postpetition Financing, (B) Authorizing Use of Cash Collateral, (C) Granting Liens and Superpriority Claims, (D) Granting Adequate Protection, (E) Modifying the Automatic Stay, (F) Scheduling a Final Hearing, and (G) Granting Related Relief Motion to Approve Debtor in Possession Financing Docket No. 230* (the "**Final DIP Order**"), pari passu with the break-up fee and expense reimbursement awarded to Blackhawk in the Bid Procedures Order, and senior to all other administrative expenses of the Sellers.

(m) The Counterparty Consent Decree Payment Agreement shall have been executed and delivered by the parties thereto.

(n) The LOC and Bond Rights Transfer Agreement shall have been executed and delivered by the parties thereto.

(o) The Transportation Access Agreement shall have been executed and delivered by the parties thereto.

(p) Seller shall have issued a conditional notice under the WARN Act to all employees.

The foregoing conditions of this Section 10.02 are for the sole benefit of Buyer and may be waived by Buyer, in whole or in part, at any time and from time to time in the sole discretion of Buyer. The failure by Buyer at any time to exercise any of its rights hereunder shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

**Section 10.03 Conditions to Obligation of the Sellers.** The obligation of the Sellers to consummate the Closing is subject to the satisfaction of the following further conditions:

(a) Buyer shall have performed or complied with, in each case, in all material respects, all of its obligations hereunder required to be performed by it on or prior to the Closing Date.

(b) The Confirmation Order shall have become a Final Order (unless such Final Order requirement shall have been waived by Buyer) and shall not have been stayed, vacated, reversed, modified or supplemented without Buyer's prior written consent given in its sole discretion.

(c) Representations and Warranties.

(i) Each of the representations and warranties of Buyer contained in this Agreement (without giving effect to any qualification as to materiality, material adverse effect or words of similar import included therein), other than Fundamental Representations of Buyer, shall be true and correct in all respects on and as of the Effective Date and on and as of the Closing Date, as if made at and as of such date (except those representations and warranties that address matters only as of a specified date, the accuracy of which shall be determined as of that specified date in all respects), except where the failure to be so true and correct (without giving effect to any qualifications as to materiality, material adverse effect or words of similar import included therein) would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on Buyer's ability to consummate the transactions contemplated by this Agreement, after giving effect to the Confirmation Order.

(ii) Each of the Fundamental Representations of Buyer contained in this Agreement shall be true and correct in all respects on and as of the Effective Date and on and as of the Closing Date, as if made at and as of such date.

(d) if a Seller is a Counterparty, then the Reclamation Coal Throughput Agreement shall have been executed and delivered by the parties thereto;

(e) if a Seller is a Counterparty, then the Counterparty Consent Decree Payment Agreement shall have been executed and delivered by the parties thereto;

(f) the Sellers shall have received a certificate signed by the Chief Executive Officer or Chief Financial Officer of Buyer certifying the satisfaction of the conditions set forth in the foregoing clauses (a) and (c);

(g) Buyer has obtained sufficient financing and/or credit support, in an amount and on terms reasonably satisfactory to the Sellers, to consummate the transactions contemplated herein and reasonably support the Purchased Business following the Closing; and

(h) Buyer shall have obtained from all necessary parties and/or Governmental Authorities an agreement (or agreements) providing for the release of all of Sellers' officers and directors from any and all liabilities arising from and after the Closing (to include not being "permit blocked") for all operations and activities related to the Purchased Assets.

The foregoing conditions of this Section 10.03 are for the sole benefit of the Seller and may be waived by the Sellers, in whole or in part, at any time and from time to time in the sole discretion of the Sellers. The failure by the Sellers at any time to exercise any of its rights hereunder shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

**Section 10.04 Frustration of Closing Conditions.** No Party may rely on the failure of any condition set forth in this Article 10 to be satisfied to excuse such Party's obligation to effect the Closing if such failure was caused by such Party's breach of this Agreement.

ARTICLE 11  
TERMINATION

**Section 11.01 Grounds for Termination.** This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written agreement of the Sellers and Buyer;
- (b) by either the Sellers or Buyer if the Closing shall not have been consummated on or before January 31, 2016 (the “**End Date**”); *provided, however*, that at the time of such termination, the Party seeking to terminate shall not be in material breach of its obligations under this Agreement such that the conditions to Closing of other Party would not be satisfied, including such first Party’s obligation to consummate the Closing on the terms and subject to the conditions set forth herein;
- (c) by either the Sellers or Buyer if consummation of the transactions contemplated hereby would violate any nonappealable final order, decree or judgment of any Governmental Authority having competent jurisdiction;
- (d) by the Sellers if (i) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Buyer set forth in this Agreement shall have occurred that would cause any of the conditions set forth in Section 10.01 or Section 10.03 not to be satisfied and (ii) such condition is incapable of being cured or, if curable, is not cured by Buyer by the earlier of (A) within 20 days after the giving of written notice of such breach or failure and (B) the End Date; *provided*, that at the time of such termination, the Sellers shall not be in material breach of its obligations under this Agreement;
- (e) by Buyer if (i) a material breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Sellers set forth in this Agreement shall have occurred that would cause any of the conditions set forth in Section 10.01 or Section 10.02 not to be satisfied and (ii) such condition is incapable of being cured or, if curable, is not cured by the Sellers by the earlier of (A) within 20 days after the giving of written notice of such breach or failure and (B) the End Date; *provided*, that at the time of such termination, Buyer shall not be in material breach of its obligations under this Agreement;
- (f) (i) by the Sellers or Buyer if any Seller enters into a definitive agreement with respect to an Alternative Transaction, (ii) by either Buyer or the Sellers if the Bankruptcy Court approves an Alternative Transaction, or automatically if an Alternative Transaction is consummated or (iii) by Buyer if the Sellers seek to have any Alternative Transaction approved by the Bankruptcy Court or file a Chapter 11 plan or reorganization which proposes an Alternative Transaction;
- (g) by Buyer if the Bidding Procedures Order shall have been stayed, vacated, reversed, modified or amended at any time in any respect without the prior written consent of Buyer given in its sole discretion;
- (h) by Buyer if (i) the Disclosure Statement Order shall not have been entered on or before December 1, 2015, or (ii) the Confirmation Order shall not have been entered on or

before (a) September 24, 2015 if this Agreement is to be consummated in connection with the Blackhawk Purchase Agreement or (b) December 31, 2015 if this Agreement is to be consummated in conjunction with a transaction with a Counterparty other than Blackhawk, or either such order shall have been stayed, vacated, reversed, modified or amended at any time in any respect without the prior written consent of Buyer given in its sole discretion;

(i) by Buyer if any Seller (A) moves to voluntarily dismiss any of the Bankruptcy Cases, (B) moves for conversion of any of the Bankruptcy Cases to Chapter 7 of the Bankruptcy Code or (C) moves for appointment of an examiner with expanded powers pursuant to section 1104 of the Bankruptcy Code or a trustee in any of the Bankruptcy Cases;

(j) by Buyer if (A) a trustee or an examiner with expanded powers is appointed in any of the Bankruptcy Cases or (B) any of the Bankruptcy Cases is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code;

(k) by Buyer if any court of competent jurisdiction shall enter a final, non-appealable judgment or order declaring this Agreement to be unenforceable;

(l) by any Seller if Buyer and the other parties thereto have not reached substantial agreement (as determined in the Seller Representative's reasonable discretion) regarding the LOC and Bond Rights Transfer Agreement by September 15, 2015;

(m) by any Seller if Buyer (as determined in the Seller Representative's reasonable discretion) has not demonstrated the financial wherewithal to own and operate the Purchased Assets and perform the Assumed Liabilities, as demonstrated by one or more written, binding commitments for equity and debt financing, on or prior to October 9, 2015; or

(n) by any Seller if Buyer is required to deliver a Bond Replacement Notice prior to Closing pursuant to Section 2.10(i).

The Party desiring to terminate this Agreement pursuant to this Section 11.01 shall give notice of such termination to the other Parties.

**Section 11.02 Effect of Termination.**

(a) If this Agreement is terminated as permitted by Section 11.01, such termination shall be without liability of any Party or any of its Affiliates (or any stockholder, director, officer, employee, agent, consultant or representative of such party) to the Parties to this Agreement; *provided* that if such termination shall result from fraud by a Party, such Party shall be fully liable for any and all Losses incurred or suffered by the other Parties as a result of such fraud. The provisions of Sections 5.07, 6.01 and 7.04, this Section 11.02 and Article 12 shall survive any termination hereof pursuant to Section 11.01.

(b) Notwithstanding Section 11.02(a), if (i) this Agreement is terminated pursuant to Section 11.01(f) and the Sellers consummate the applicable Alternative Transaction, then the Sellers shall pay to Buyer the Break-Up Fee by wire transfer of immediately available funds concurrently with the consummation of such Alternative Transaction, or (ii) this Agreement is terminated pursuant to Section 11.01(e) and thereafter Sellers consummate an Alternative



Transaction on or prior to January 31, 2016, that is a superior transaction as determined by the Bankruptcy Court, then the Sellers shall pay the Break-Up Fee by wire transfer of immediately available funds concurrently with the consummation of such Alternative Transaction, then the Sellers shall pay to Buyer the Break-Up Fee by wire transfer of immediately available funds concurrently with the consummation of the applicable Alternative Transaction.

(c) Notwithstanding Section 11.02(a), if the Break-Up Fee is payable by the Sellers pursuant to Section 11.02(b), then the Sellers shall also pay to Buyer the Expense Reimbursement Amount by wire transfer of immediately available funds at the same time as the Break-Up Fee. The parties hereto acknowledge and agree that upon any termination of this Agreement under circumstances where the Break-Up Fee and Expense Reimbursement Amount is payable by the Sellers pursuant to this Section 11.02 and such amount is paid in full, Buyer shall be precluded from any other remedy against the Sellers, at law or in equity or otherwise, and Buyer shall not seek to obtain any recovery, judgment or damages of any kind, including consequential, indirect or punitive damages, against the Sellers or any of their respective directors, officers, employees, partners, managers, members, shareholders or Affiliates or any of their respective representatives in connection with this Agreement, the Transaction Documents or the transactions contemplated hereby or thereby.

## ARTICLE 12 MISCELLANEOUS

**Section 12.01 Notices.** All notices, requests and other communications to any Party shall be in writing (including facsimile transmission and electronic mail (“e-mail”) transmission) and shall be given,

if to Parent, to:

Virginia Conservation Legacy Fund, Inc.  
15 Appledore Lane  
P.O. Box 87  
Natural Bridge, VA 24578  
Attention: Thomas M. Clarke  
E-mail: tom.clarke@kissito.org

with a copy to:

Pillsbury Winthrop Shaw Pittman LLP  
1200 Seventeenth Street, N.W.  
Washington, DC 20036  
Attention: Patrick J. Potter  
Matthew B. Swartz  
Facsimile No.: (202) 663-8007  
E-mail: matthew.swartz@pillsburylaw.com  
patrick.potter@pillsburylaw.com

if to Buyer, to:

ERP Compliant Fuels, LLC  
15 Appledore Lane  
P.O. Box 87  
Natural Bridge, VA 24578  
Attention: Thomas M. Clarke  
E-mail: tom.clarke@kissito.org

with a copy to:

Pillsbury Winthrop Shaw Pittman LLP  
1200 Seventeenth Street, N.W.  
Washington, DC 20036  
Attention: Patrick J. Potter  
Matthew B. Swartz  
Facsimile No.: (202) 663-8007  
E-mail: matthew.swartz@pillsburylaw.com  
patrick.potter@pillsburylaw.com

if to the Sellers or to Sellers' Representative, to:

Patriot Coal Corporation  
63 Corporate Center Drive  
Scott Depot, WV 25560  
Attention: Robert W. Bennett  
Facsimile No.:  
E-mail: bbennett@patriotcoal.com

with a copy to:

Kirkland & Ellis LLP  
600 Travis Street, Suite 3300  
Houston, TX 77002  
Attention: John D. Pitts  
Facsimile No.: (713) 835-3601  
E-mail: john.pitts@kirkland.com

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, NY 10022  
Attention: Stephen E. Hessler  
Ross M. Kwasteniet  
Facsimile No.: (212) 446-4900  
E-mail: shessler@kirkland.com  
rkwasteniet@kirkland.com

or such other address or facsimile number as such Party may hereafter specify for the purpose by notice to the other parties hereto. All notices and other communications given in accordance

with the provisions of this Agreement shall be deemed to have been given and received when delivered by hand or transmitted by facsimile (with confirmation of transmission) or email, three Business Days after the same are sent by certified or registered mail, postage prepaid, return receipt requested or one Business Day after the same are sent by a reliable overnight courier service, with acknowledgement of receipt.

**Section 12.02 Survival.** The representations, warranties and agreements contained herein and in any certificate or other writing delivered pursuant hereto shall not survive the Closing, except for (i) the agreements and covenants which by their terms are to be performed by the Parties at or following the Closing (including, for the avoidance of doubt, the agreements and covenants in Section 2.06, Section 2.07, Section 2.11, Section 2.13, Section 5.05, Section 5.06, Section 5.09, Section 6.02, Section 7.03, Section 7.05, Section 7.08, Article 8, and Section 9.02) and (ii) the pre-Closing covenants and agreements with respect to (x) the obligations of the Sellers to transfer, or to bring about the transfer, to Buyer of title to the Purchased Assets (including, title to the Owned Real Property, the Assumed Leases, the Equipment and Fixed Assets, the Assumed Contracts and the Transferred Permits) and Buyer's assumption of the Assumed Liabilities and (y) the Excluded Liabilities and Excluded Assets.

**Section 12.03 Amendments and Waivers.** (a) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party, or in the case of a waiver, by the Party against whom the waiver is to be effective.

(b) No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**Section 12.04 Expenses.** Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such cost or expense.

**Section 12.05 Successors and Assigns.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; *provided*, that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of each other Party. Notwithstanding the foregoing sentence Buyer shall have the right to assign to any one or more of its Affiliates any of its rights or obligations under this Agreement, the Transaction Documents or any other document or instrument, in whole or in part; *provided*, that no assignment hereunder shall relieve Buyer of its obligations under this Agreement, the Transaction Documents or any other such document or instrument and Buyer shall cause such assignees to perform such obligations on behalf of Buyer in accordance with the terms of this Agreement, the Transaction Documents or such other document or instrument, as applicable; *provided*, that such assignment shall not release Buyer from its obligations hereunder.

**Section 12.06 Governing Law.** This Agreement, and all claims or causes of action based upon, arising out of, or related to this Agreement or the transactions contemplated hereby, shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state to the extent such principles or rules would require or permit the application of laws of another jurisdiction.

**Section 12.07 Jurisdiction.** To the fullest extent permitted by Applicable Law, the parties hereto (a) agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought (i) in the Bankruptcy Court, if brought prior to the entry of a final decree closing the Bankruptcy Case and (ii) in the Chancery Court of the State of Delaware (or, if the Delaware Chancery Court shall be unavailable, any other court of the State of Delaware or, in the case of claims to which the federal courts have subject matter jurisdiction, any federal court of the United States sitting in the State of Delaware (the “**Delaware Courts**”), if brought after entry of such final decree closing the Bankruptcy Case, and shall not be brought, in each case, in any other state or federal court in the United States, (b) agree to submit to the exclusive jurisdiction of the Bankruptcy Court or the Delaware Courts, as applicable, pursuant to the preceding clauses (a)(i) and (a)(ii), for purposes of all suits, actions or proceedings arising out of, or in connection with this Agreement or the Transaction Documents or the transactions contemplated hereby and thereby, (c) waive and agree not to assert any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any Party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each Party agrees that service of process on such Party as provided in Section 12.01 shall be deemed effective service of process on such Party.

**Section 12.08 WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO (I) THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND (II) THE TRANSACTION DEBT FINANCING.

**Section 12.09 Counterparts; Effectiveness; Third Party Beneficiaries.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received a counterpart hereof signed by the other Parties. Until and unless each Party has received a counterpart hereof signed by the other Parties, this Agreement shall have no effect and no Party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication). No provision of this Agreement is intended to confer any rights, benefits, remedies or Liabilities hereunder upon any Person other than the Parties and their respective successors and assigns.

**Section 12.10 Entire Agreement.** This Agreement, the Transaction Documents, the Buyer Confidentiality Agreement and the Seller Confidentiality Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and thereof and

supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

**Section 12.11 Severability.** If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

**Section 12.12 Disclosure Schedules.** The Sellers and Buyer, as applicable, have set forth information on the Disclosure Schedule in a section thereof that corresponds to the section of this Agreement to which it relates. A matter set forth in one section of a Schedule need not be set forth in any other section so long as its relevance to such other section of the Schedule or section of the Agreement is reasonably apparent on the face of the information disclosed therein to the Person to which such disclosure is being made. The parties acknowledge and agree that (i) the Schedules to this Agreement may include certain items and information solely for informational purposes for the convenience of Buyer or the Sellers, as applicable, and (ii) the disclosure by the Sellers or Buyer, as applicable, of any matter in the Schedules shall not be deemed to constitute an acknowledgment by the Sellers or Buyer, as applicable, that the matter is required to be disclosed by the terms of this Agreement or that the matter is material.

**Section 12.13 Specific Performance.** The Parties acknowledge and agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur if the Parties do not perform any provision of this Agreement with the terms hereof, or otherwise breach any such provision, and that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof, in addition to any other remedy to which they are entitled at law or in equity. Each Party agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief when expressly available pursuant to the terms of this Agreement on the basis that (i) there is adequate remedy at law or (ii) an award of specific performance is not an appropriate remedy for any reason at law or equity. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

**Section 12.14 Sellers' Representative.**

(a) Each Seller designates Sellers' Representative as their representative and attorney-in-fact of such Seller with full power and authority, including power of substitution, acting in the name of and on behalf of such Seller, for all purposes under this Agreement, including receipt of disclosures, granting and/or executing consents or waivers, receiving notices, settling disputes with respect to indemnification claims and agreeing to and executing amendments and/or modifications to this Agreement.

(b) By executing this Agreement under the heading of “Sellers’ Representative,” Patriot hereby (i) accepts its appointment and authorization to act as Sellers’ Representative as attorney-in-fact and agent on behalf of the Sellers in accordance with the terms of this Agreement and (ii) agrees to perform its obligations under, and otherwise comply with, this Section 12.14 and not to resign or otherwise vacate its role as Seller’s Representative.

(c) In the performance of its duties hereunder, Sellers’ Representative shall be entitled to rely upon any document or instrument reasonably believed by it to be genuine and accurate. Sellers’ Representative may assume that any Person purporting to give any notice in accordance with the provisions hereof has been duly authorized to do so. In the absence of proven willful misconduct, (i) Sellers’ Representative shall not be liable to the Sellers with respect to its performance of the functions specified in this Agreement, and (ii) no Seller shall commence, prosecute or maintain any actions or proceedings against Sellers’ Representative with respect to its performance of the functions specified in this Agreement. In determining the occurrence of any fact, event or contingency, Sellers’ Representative may request from any of the Sellers or any other Person such reasonable additional evidence as Sellers’ Representative in its sole discretion may deem necessary, and may at any time inquire of and consult with others, including any of the Sellers, and shall not be liable to any Seller for any damages resulting from any delay in acting hereunder pending receipt and examination of additional evidence requested.


**Section 12.15 Non-Recourse.** All claims or causes of action (whether in contract or in tort or otherwise) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), may be made only against the Persons that are expressly identified as Parties (i.e., the Sellers, Sellers’ Representative or Buyer). No Person who is not a named party to this Agreement, including any past, present or future direct or indirect director, officer, employee, incorporator, member, manager, partner, equityholder, Affiliate, agent, attorney or other representative of any named party to this Agreement (such Persons, collectively, “**Non-Party Affiliates**”), shall have any liability (whether in contract or in tort or otherwise, or based upon any theory that seeks to impose liability of an entity party against its owners or Affiliates) for any obligations or liabilities arising under, in connection with or related to this Agreement or for any claim based on, in respect of, or by reason of this Agreement or its negotiation or execution, and each Party waives and releases all such liabilities, claims and obligations against any such Non-Party Affiliates.

**Section 12.16 Final DIP Order.** Each Party hereby acknowledges and agrees that nothing in this Agreement shall limit or otherwise modify the Adequate Protection Obligations under, and as defined in, the Final DIP Order; *provided, however*, such Adequate Protection Obligations, and the Encumbrances securing the same, shall in no event attach to the Purchased Assets on or after the Closing Date.


[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

**VIRGINIA CONSERVATION LEGACY  
FUND, INC.**

By:   
Name: Thomas M. Clarke  
Title: President and CEO

**ERP COMPLIANT FUELS, LLC**

By:   
Name: Thomas M. Clarke  
Title: Managing Member

**PATRIOT COAL CORPORATION**, on  
behalf of the Sellers and in its capacity  
as Sellers' Representative

By: \_\_\_\_\_  
Name: Robert W. Bennett  
Title: President and CEO

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.


**VIRGINIA CONSERVATION LEGACY  
FUND, INC.**

By: \_\_\_\_\_  
Name: Thomas M. Clarke  
Title: President and CEO

**ERP COMPLIANT FUELS, LLC**

By: \_\_\_\_\_  
Name: Thomas M. Clarke  
Title: Managing Member

**PATRIOT COAL CORPORATION**, on  
behalf of the Sellers and in its capacity  
as Sellers' Representative

By:  \_\_\_\_\_  
Name: Robert W. Bennett  
Title: President and CEO



**EXHIBIT A**

**FORM OF  
CONTRACTS ASSIGNMENT AND ASSUMPTION AGREEMENT**

This **CONTRACTS ASSIGNMENT AND ASSUMPTION AGREEMENT** (this “**Assignment**”) is dated as of [●], 2015 (the “**Effective Date**”), and is made and entered into by and among Patriot Coal Corporation, a Delaware corporation (“**Patriot**”), the Subsidiaries (as hereinafter defined) of Patriot that are set forth on Schedule A of the Agreement (as hereinafter defined) (collectively, the “**Patriot Subsidiaries**”, and together with Patriot, the “**Sellers**”, and each such party is sometimes referred to herein individually as a “**Seller**”) and ERP Compliant Fuels, LLC, a Virginia limited liability company (“**Buyer**”).

**WHEREAS**, Sellers and Buyer are parties to an Asset Purchase Agreement, dated as of August 16, 2015 (as amended from time to time, the “**Agreement**”);

**WHEREAS**, Sellers are a party to, or otherwise have been assigned and have assumed, the contracts and agreements listed on Exhibit A attached hereto and incorporated herein by reference (collectively, the “**Assumed Contracts**”); and

**WHEREAS**, pursuant to the terms of the Agreement, Sellers shall assign the Assumed Contracts to Buyer upon the terms and conditions set forth therein and herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows;

1. Definitions. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.
2. Assignment and Assumption. Pursuant to the Agreement, each Seller hereby grants, conveys, transfers, assigns, sells and delivers to Buyer as of the date hereof, in accordance with and subject to the terms of the Agreement, all right, title and interest of such Seller now or hereafter existing, in, to and under the Assumed Contracts to which such Seller is a party, and Buyer hereby accepts such assignment, and assumes and agrees to pay, perform and discharge, as and when due, all of the duties and obligations of such Seller under the Assumed Contracts, except to the extent such duties and obligations constitute Excluded Liabilities.
3. Conflict. This Assignment is subject to all the terms and provisions of the Agreement, including without limitation all representations and warranties and indemnities. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and provisions of this Assignment and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall control.

4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
5. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile or e-mail signature pages) and all such counterparts taken together shall constitute one and the same agreement.
6. Governing Law. This Assignment, and all claims or causes of action based upon, arising out of, or related to this Assignment or the transactions contemplated hereby, shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state to the extent such principles or rules would require or permit the application of laws of another jurisdiction.
7. Entire Agreement. All prior negotiations and agreements by and among the parties hereto with respect to the subject matter hereof are superseded by this Assignment and the Agreement, and there are no representations, warranties, understandings or agreements with respect to the subject matter hereof other than those expressly set forth in this Assignment or the Agreement.
8. Headings. Section headings are not to be considered part of this Assignment, are solely for convenience of reference, and shall not affect the meaning or interpretation of this Assignment or any provision in it.
9. Further Assurances. Each party hereto agrees, upon the reasonable request of the other party hereto (and at such other party's expense), to make, execute and deliver any and all documents or instruments of any kind or character, and to perform all such other actions, that may be reasonably necessary or proper to effectuate, confirm, perform or carry out the terms or provisions of this Assignment.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

**PATRIOT COAL CORPORATION**, on  
behalf of the Sellers

By: \_\_\_\_\_  
Name:  
Title:

**ERP COMPLIANT FUELS, LLC**

By: \_\_\_\_\_  
Name: Thomas M. Clarke  
Title: Managing Member

**EXHIBIT B**

**FORM OF  
GENERAL ASSIGNMENT AND BILL OF SALE**

This **GENERAL ASSIGNMENT AND BILL OF SALE**, dated as of [●], 2015 (this "**Bill of Sale**"), is made and entered into by and among Patriot Coal Corporation, a Virginia corporation ("**Patriot**"), the Subsidiaries of Patriot set forth on Schedule A of the Asset Purchase Agreement (collectively, the "**Patriot Subsidiaries**", and together with Patriot, the "**Sellers**") and ERP Compliant Fuels, LLC, a Virginia limited liability company ("**Buyer**").

**WITNESSETH:**

**WHEREAS**, Buyer and the Sellers have concurrently herewith consummated the purchase by Buyer of the Purchased Assets pursuant to the terms and conditions of the Asset Purchase Agreement dated August 16, 2015 by and among Buyer and the Sellers, (the "**Asset Purchase Agreement**"; terms defined in the Asset Purchase Agreement and not otherwise defined herein being used herein as therein defined); and

**WHEREAS**, this Bill of Sale is being entered into to effect the transactions contemplated by the Asset Purchase Agreement.

**NOW, THEREFORE**, in consideration of the sale of the Purchased Assets and in accordance with the terms of the Asset Purchase Agreement, Buyer and the Sellers agree as follows:

1. The Sellers do hereby grant, convey, sell, transfer, assign and deliver to Buyer all of the right, title and interest of the Sellers in, to and under the Purchased Assets (other than those Purchased Assets transferred pursuant to other Transaction Documents), including without limitation, the Purchased Assets described on Exhibit A attached hereto and incorporated herein by reference.
2. This Bill of Sale is subject to all the terms and provisions of the Agreement, including without limitation all representations and warranties. No provision of this Bill of Sale shall be deemed to enlarge, alter or amend the terms or provisions of the Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and provisions of this Bill of Sale and the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.
3. This Bill of Sale shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state.
4. This Bill of Sale may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

5. Each party hereto agrees, upon the reasonable request of any other party hereto (and at such other party's expense), to make, execute and deliver any and all documents or instruments of any kind or character, and to perform all such other actions, that may be reasonably necessary or proper to effectuate, confirm, perform or carry out the terms or provisions of this Bill of Sale.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Bill of Sale to be duly executed as of the day and year first above written.

**PATRIOT COAL CORPORATION**, on  
behalf of the Sellers

By: \_\_\_\_\_  
Name:  
Title:

**ERP COMPLIANT FUELS, LLC**

By: \_\_\_\_\_  
Name: Thomas M. Clarke  
Title: Managing Member

**EXHIBIT C**

**FORM OF  
LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT**

This **LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT** (this “**Assignment**”) is dated as of [●], 2015 (the “**Effective Date**”), and is made and entered into by and among Patriot Coal Corporation, a Delaware corporation (“**Patriot**”), the Subsidiaries of Patriot set forth on Schedule A of the Agreement (as hereinafter defined) (collectively, the “**Patriot Subsidiaries**”, and together with Patriot, the “**Sellers**”, and each such party is sometimes referred to herein individually as a “**Seller**”) and ERP Complaint Fuels, LLC, a Virginia limited liability company (“**Buyer**”).

**WHEREAS**, Sellers are a party to, or otherwise have been assigned and have assumed, the Assumed Leases (including the Assumed Leases listed on Exhibit A attached hereto) (including all prepaid royalties and un-recouped minimum royalties thereunder) (collectively, the “**Leases**”); and

**WHEREAS**, pursuant to the terms of that certain Asset Purchase Agreement, dated as of June 22, 2015 (as amended from time to time, the “**Agreement**”), to which Sellers and Buyer are parties, each Seller shall assign the Leases to Buyer upon the terms and conditions set forth therein and herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Agreement.

2. Assignment and Assumption. Pursuant to the Agreement, each Seller hereby grants, conveys, transfers, assigns, sells and delivers to Buyer as of the date hereof, in accordance with and subject to the terms of the Agreement, all of such Seller’s right, title and interest in, to and under the Leases to which such Seller is a party, and Buyer hereby accepts such assignment, and assumes and agrees to pay, perform and discharge, as and when due, all of the duties and obligations of such Seller under the Leases, except to the extent such duties and obligations constitute Excluded Liabilities.

3. Conflict. This Assignment is subject to all the terms and provisions of the Agreement, including without limitation all representations and warranties and indemnities. No provision of this Assignment shall be deemed to enlarge, alter or amend the terms or provisions of the Agreement. Notwithstanding anything to the contrary set forth herein, if there is any conflict between the terms and provisions of this Assignment and the terms and provisions of the Agreement, the terms and provisions of the Agreement shall control.

4. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

5. Counterparts. This Assignment may be executed in one or more counterparts (including by means of facsimile or e-mail signature pages) and all such counterparts taken together shall constitute one and the same agreement.

6. Governing Law. This Assignment, and all claims or causes of action based upon, arising out of, or related to this Assignment or the transactions contemplated hereby, shall be governed by and construed in accordance with the law of the State of Delaware, without regard to the conflicts of law rules of such state to the extent such principles or rules would require or permit the application of laws of another jurisdiction.

7. Entire Agreement. All prior negotiations and agreements by and among the parties hereto with respect to the subject matter hereof are superseded by this Assignment and the Agreement, and there are no representations, warranties, understandings or agreements with respect to the subject matter hereof other than those expressly set forth in this Assignment or the Agreement.

8. Headings. Section headings are not to be considered part of this Assignment, are solely for convenience of reference, and shall not affect the meaning or interpretation of this Assignment or any provision in it.

9. Further Assurances. Each party hereto agrees, upon the reasonable request of the other party hereto (and at such other party's expense), to make, execute and deliver any and all documents or instruments of any kind or character, and to perform all such other actions, that may be reasonably necessary or proper to effectuate, confirm, perform or carry out the terms or provisions of this Assignment.

*[Signature Page Follows]*



**IN WITNESS WHEREOF**, the parties hereto have caused this Assignment to be duly executed as of the day and year first above written.

**PATRIOT COAL CORPORATION**, on  
behalf of the Sellers

By: \_\_\_\_\_  
Name:  
Title:

**ERP COMPLIANT FUELS, LLC**

By: \_\_\_\_\_  
Name: Thomas M. Clarke  
Title: Managing Member

**SCHEDULES to the ASSET PURCHASE AGREEMENT**

**dated as of August 16, 2015**

**by and among**

**VIRGINIA CONSERVATION LEGACY FUND, INC. and**

**ERP COMPLIANT FUELS, LLC,**

**as Buyer Parties**

**AND**

**PATRIOT COAL CORPORATION and**

**THE SUBSIDIARIES OF PATRIOT COAL CORPORATION LISTED ON SCHEDULE  
A HERETO,**

**as Sellers**

**with**

**PATRIOT COAL CORPORATION,**

**as Sellers Representatives**

Reference is made to that certain Asset Purchase Agreement, dated as of August 16, 2015 (the “**Agreement**”), by and among Virginia Conservation Legacy Fund, Inc., a Virginia non-stock corporation (“**Parent**”), ERP Compliant Fuels, LLC, a Virginia limited liability company (“**Buyer**”, and together with Parent, the “**Buyer Parties**”), Patriot Coal Corporation, a Delaware corporation (“**Patriot**”), the Subsidiaries (as hereinafter defined) of Patriot that are set forth on Schedule A (collectively, the “**Patriot Subsidiaries**”, and together with Patriot, the “**Sellers**”) and Patriot, as Sellers’ Representative (“**Seller’s Representative**”). Capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Agreement.

The following Schedules are qualified in their entirety by reference to the specific provisions of the Agreement, and are not intended to constitute, and shall not be construed as constituting, representations or warranties of Sellers, except as and to the extent provided in the Agreement.

Headings have been inserted on the sections of the Schedules for convenience of reference only, shall not constitute a part of these Schedules or the Agreement and shall to no extent have the effect of amending or changing the express description of the Sections as set forth in the Agreement.

The information contained herein is in all events subject to the Confidentiality Agreement.

EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE AGREEMENT, NEITHER ANY SELLERS NOR BUYER MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY. NEITHER SELLERS, NOR BUYERS OR ANY OTHER PERSON SHALL HAVE OR BE SUBJECT TO ANY LIABILITY TO BUYER OR ANY OTHER PERSON RESULTING FROM THE DISTRIBUTION TO BUYER, OR BUYER’S USE OF, THE INFORMATION CONTAINED IN THESE SCHEDULES.

## **SCHEDULES**

Schedule A	Subsidiaries
Schedule 1.01(a)(i)	Buyer's Knowledge
Schedule 1.01(a)(ii)	Sellers' Knowledge
Schedule 1.01(a)(iii)	Permitted Encumbrances
Schedule 1.01(a)(iv)	Counterparty Purchased Mining Complexes
Schedule 1.01(a)(v)	Counterparty Purchased Reserve Areas
Schedule 1.01(a)(vi)	Excluded Reserves
Schedule 1.01(a)(vii)	Workers Compensation Related Letters of Credit
Schedule 1.01(a)(viii)	Patriot Surety Bonds
Schedule 1.01(a)(ix)	Purchased Mining Complexes
Schedule 2.01(c)	Equipment and Fixed Assets
Schedule 2.01(e)	Assumed Contracts
Schedule 2.01(g)	Transferred Permits
Schedule 2.01(j)	Avoidance Actions
Schedule 2.01(k)	Intellectual Property
Schedule 2.01(q)	Other Assets
Schedule 2.02(j)	Specifically Excluded Assets
Schedule 2.03(f)(i)	Assumed Asset Retirement Obligations
Schedule 2.03(f)(ii)	Assumed Environmental Liabilities
Schedule 3.04	Sellers Noncontravention
Schedule 3.05(a)	Owned Real Property
Schedule 3.05(e)	Seller Leases and Assignments
Schedule 3.05(f)	Outstanding Options and Rights of Refusal
Schedule 3.06(a)(i)	Assumed Leases
Schedule 3.06(a)(ii)	Prepaid Royalties and Un-recouped Minimum Royalties
Schedule 3.08(a)-(b)	Environmental – Compliance and Hazardous Materials
Schedule 3.08(c)	Environmental – Certain Site Features
Schedule 3.12	Ordinary Course of Business
Schedule 3.13(a)	Litigation
Schedule 3.13(b)	Orders
Schedule 3.14	Laws and Regulations
Schedule 4.04	Buyer Noncontravention
Schedule 5.02	No Changes to Business
Schedule 9.01(a)	Business Employees
Schedule 9.01(b)	Collective Bargaining Agreements
Schedule 9.01(c)	Employment Matters

**SCHEDULE A**

**Subsidiaries**

<b>Subsidiary</b>	<b>Subsidiary</b>
Emerald Processing, L.L.C.	Midland Trail Energy LLC
Kanawha Eagle Coal, LLC	Midwest Coal Resources II, LLC
Patriot Coal Corporation	Mountain View Coal Company, LLC
Apogee Coal Company, LLC	Panther LLC
Appalachia Mine Services, LLC	Patriot Coal Company, L.P.
Black Stallion Coal Company, LLC	Patriot Coal Holdings I LLC
Brody Mining, LLC	Patriot Coal Holdings II LLC
Catenary Coal Company, LLC	Patriot Coal Sales LLC
Central States Coal Reserves of Kentucky, LLC	Patriot Coal Services LLC
Colony Bay Coal Company LLC	Patriot Leasing Company LLC
Corydon Resources LLC	Patriot Midwest Holdings, LLC
Coyote Coal Company LLC	Patriot Reserve Holdings, LLC
Dodge Hill Mining Company, LLC	Patriot Ventures LLC
Eastern Associated Coal, LLC	Pine Ridge Coal Company, LLC
Eastern Royalty, LLC	Remington LLC
Gateway Eagle Coal Company, LLC	Rhino Eastern JV Holding Company LLC
Grand Eagle Mining, LLC	Rivers Edge Mining LLC
Heritage Coal Company LLC	Robin Land Company, LLC
Highland Mining Company, LLC	Speed Mining LLC
Hillside Mining Company LLC	Thunderhill Coal LLC
Hobet Mining, LLC	Wildcat Energy LLC
Jupiter Holdings LLC	Wildcat, LLC
Kanawha River Ventures III, LLC	Will Scarlet Properties LLC
Little Creek LLC	WWMV JV Holding Company LLC

**SCHEDULE 1.01(a)(i)**

**Buyer's Knowledge**

Name	Title

**SCHEDULE 1.01(a)(ii)**

**Sellers' Knowledge**

Name	Title
Robert W. Bennett	President & Chief Executive Officer
Michael D. Day	Executive Vice President & Chief Operating Officer
E. Kent Hartsog	Senior Vice President and Chief Financial Officer
Charles A. Ebetino, Jr.	Senior Vice President - Corporate Development
Joseph W. Bean	Senior Vice President - Law & Administration and General Counsel
Kent DesRocher	Vice President - Engineering
Gregory Ross	Director of Permitting and Planning
John Eagan	Vice President - Land-East
Dale F. Lucha	Vice President - Human Resources
Stephanie Ojeda	Assistant General Counsel
Christopher L. Clarke	Director - Risk Management & Workers' Compensation

**SCHEDULE 1.01(a)(iii)**

**Permitted Encumbrances**

None.



**SCHEDULE 1.01(a)(iv)**

**Counterparty Purchased Mining Complexes**

Counterparty Purchased Mining Complexes shall include the mining complexes inside the red boundaries on the maps attached hereto.



**SCHEDULE 1.01(a)(v)**

**Counterparty Purchased Reserve Areas**

Counterparty Purchased Reserve Areas shall include the reserve areas inside the red boundaries on the maps attached hereto.

**SCHEDULE 1.01(a)(vi)**

**Excluded Reserves**

1. Those reserves owned by Eastern Associated Coal, LLC (by merger with Sterling Smokeless Coal Company, LLC) in Floyd and Pike Counties, Kentucky.

MAP LEGEND

COLLINSVILLE  
BROUGHTON  
RILEYVILLE  
RESERVE AREAS



□ area of interest



Scott Depot Office  
63 Corporate Drive  
Scott Depot, WV 26050

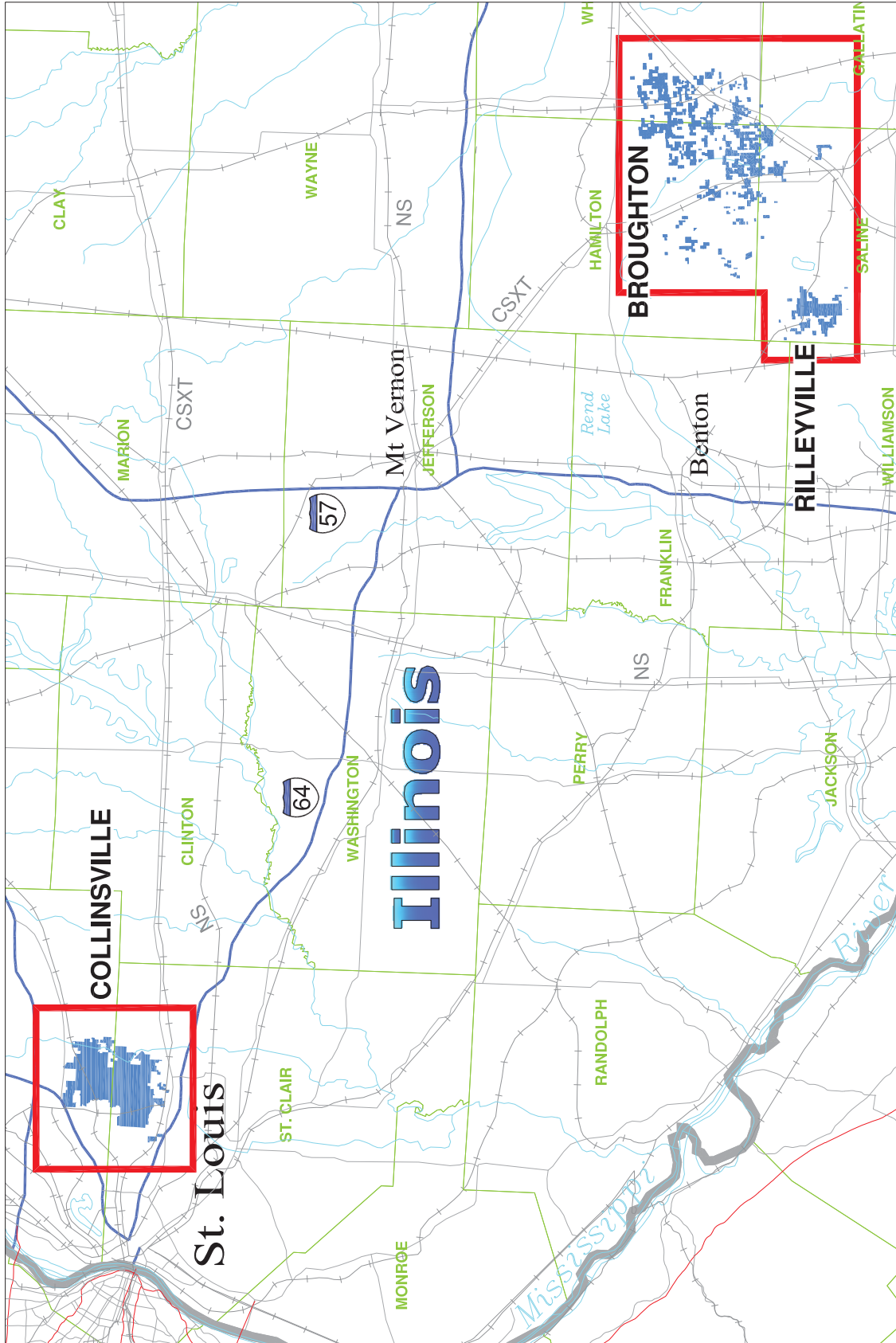
SCHEDULE 1.01 (a)(v)

COUNTERPARTY PURCHASED RESERVE AREAS

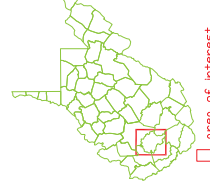
COLLINSVILLE, BROUGHTON, RILEYVILLE

Scale: Vertical  
Date: 02/21/15  
Drawn By: Mining Services

County: Wayne  
State: IL  
Coord. Sys.: NAD 83  
SCALE: N/A

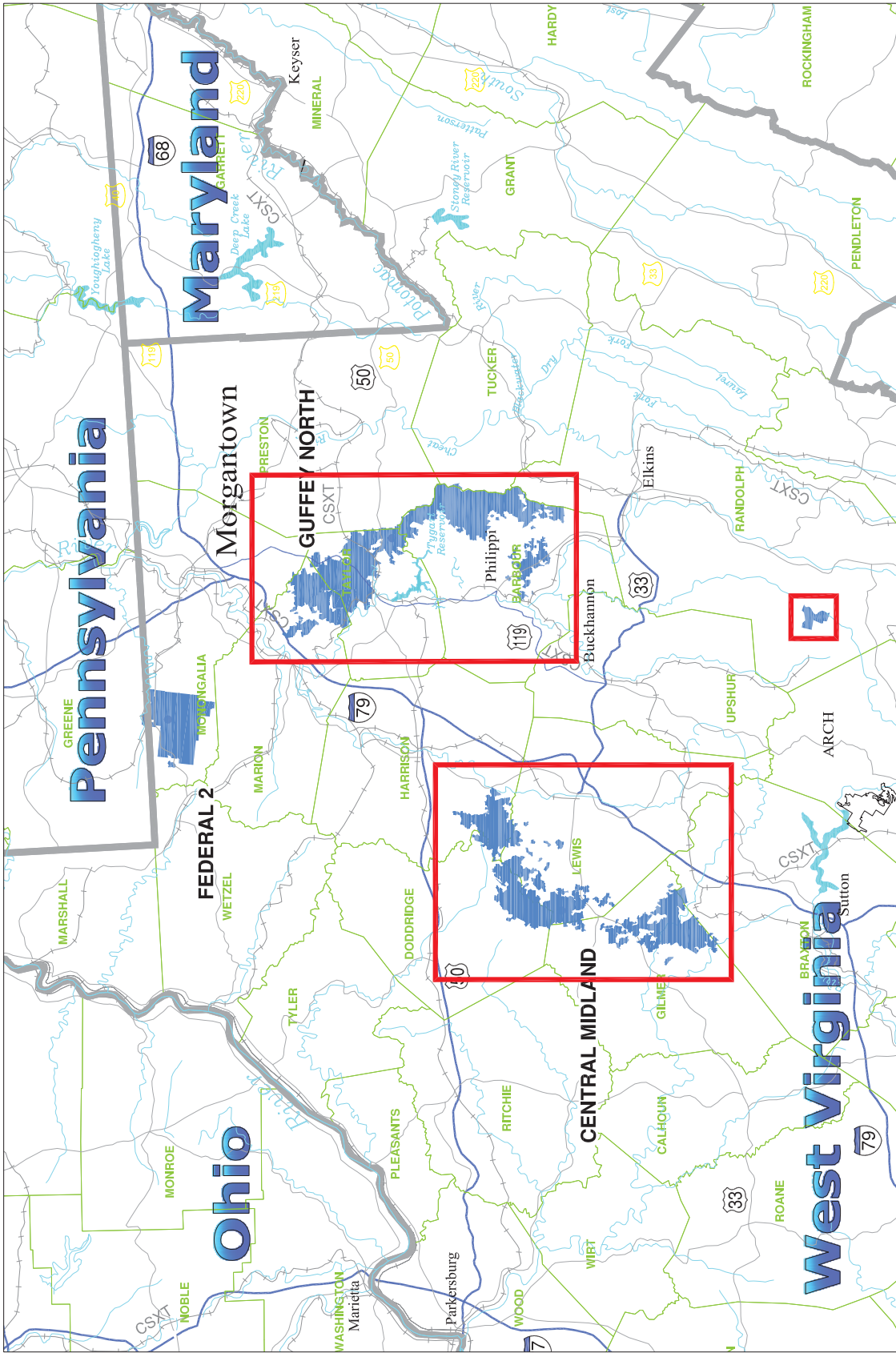


MAP LEGEND



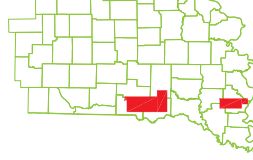
SCHEDULE 1.01 (a)(v)  
 COUNTERPARTY PURCHASED RESERVE AREAS  
 CENTRAL MIDLAND AND TYGART / GUFFEY

State: West Virginia  
 Date: 02/27/15  
 Drawn By: Mining Services  
 Scale: 1" = 4 miles  
 Project No: 0258  
 Title: 2015-09-18  
 Path: \\patriot\mms\company\_reports\Bureau\_Proj\_NonVirginia\0258



MAP LEGEND

INDIANA RESERVE AREAS



area of interest



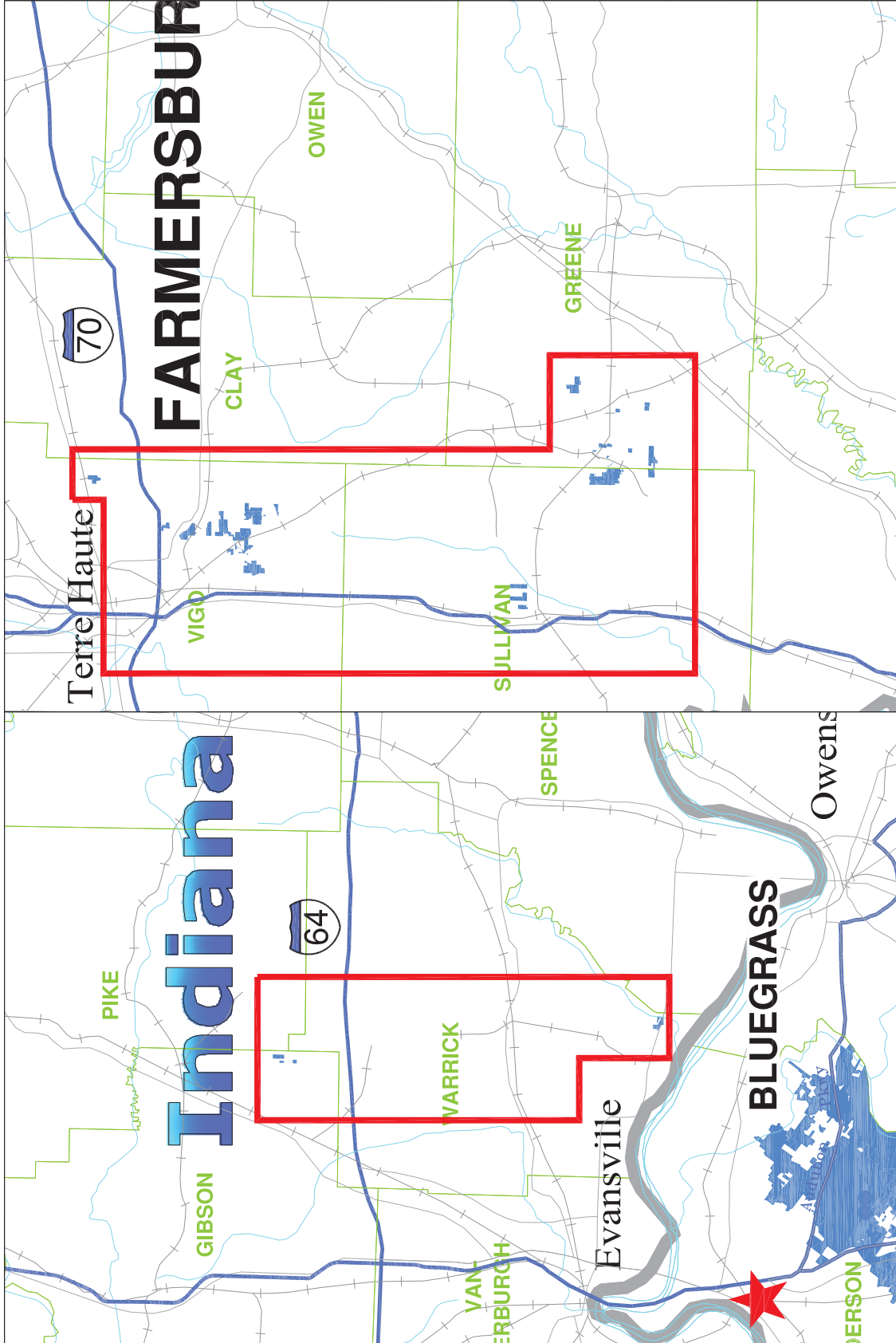
Scott Depot Office  
63 Corporate Drive  
Scott Depot, WV 26050

SCHEDULE 1.01 (a)(v)

INDIANA

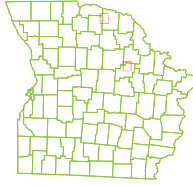
COUNTERPARTY PURCHASED RESERVE AREAS

Map: V001  
Date: 02/21/15  
Drawn By: Mattie Services  
SCALE: N/A



MAP LEGEND

SUNNYHILL RESERVE AREAS



□ area of interest

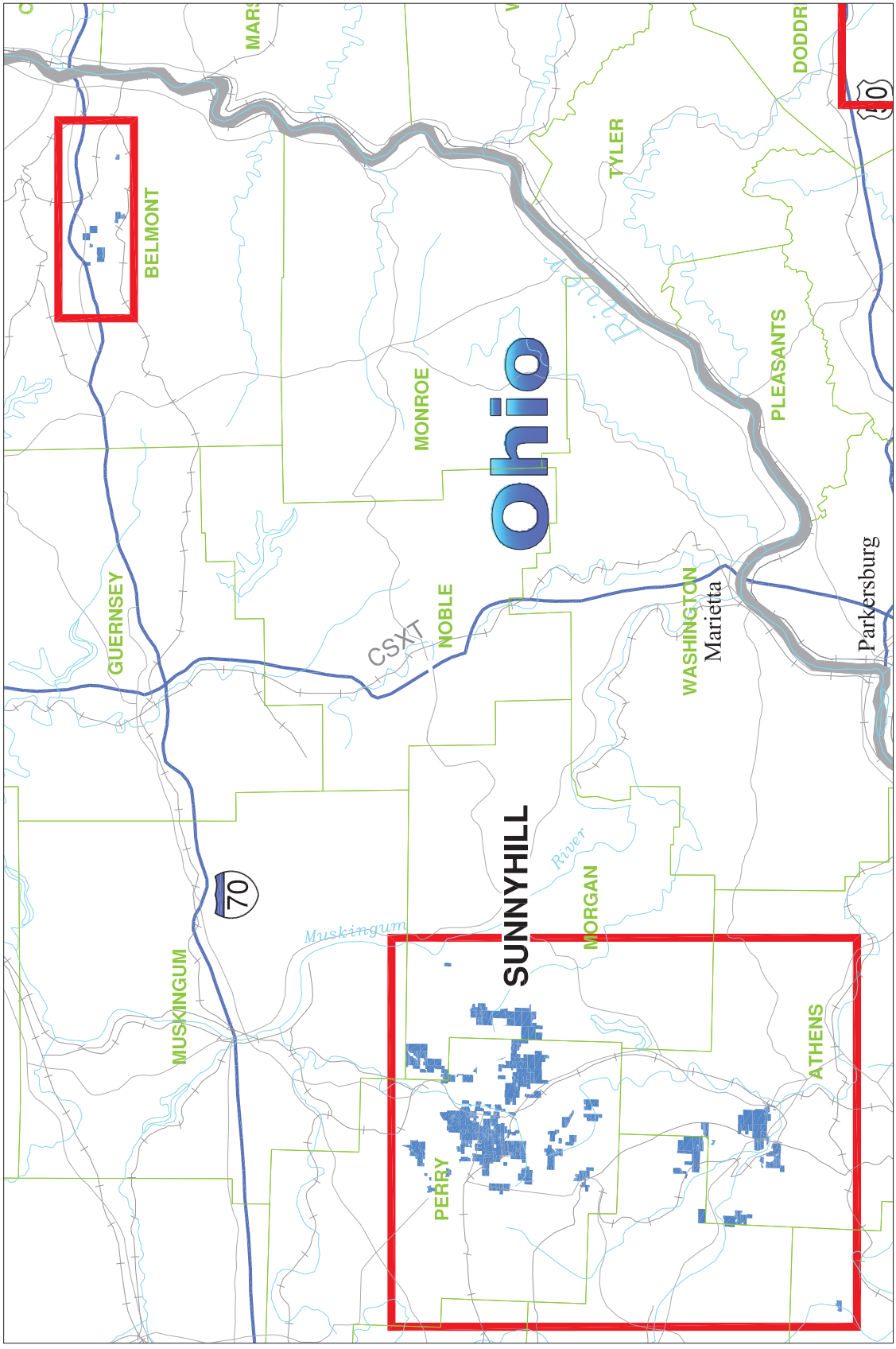


Scott Depot Office  
63 Corporate Drive  
Scott Depot, WV 26049

SCHEDULE 1.01 (a)(v)  
SUNNYHILL

COUNTERPARTY PURCHASED RESERVE AREAS

Map: V4885  
Date: 6/22/15  
Drawn By: Allison Swanson  
Scale: N/A





**SCHEDULE 1.01(a)(vii)**

**Workers Compensation Related Letters of Credit**

LC Number	Credit Facility	Issuing Bank	Beneficiary	TPA/Carrier	Self Insured (Y/N)	Total	Notes
<b><u>Patriot Collateral:</u></b>							
DBS-20477	ABL	Deutsche Bank	Argonaut	Avizent	Y	\$ 8,498,253	A
68021551	TL/LC	BofA	Ins Commissioner of WV	Avizent	Y	27,299,752	
68021554	TL/LC	BofA	Ins Commissioner of WV	Avizent	Y	24,329,835	
68021559	TL/LC	Bof A	Ins Commissioner of WV	Avizent	Y	250,000	
18112297-00-000	TL/LC	PNC	National Fire Insurance	AIG	N	10,145,000	
DBS-20416	ABL	Deutsche Bank	National Union(Chartris)	AIG	N	12,065,000	
DBS-20990	ABL	Deutsche Bank	National Union(Chartris)	AIG	N	6,000,000	
CIS406979	TL/LC	Fifth Third Bk	Commonwealth of KY	Underwriters Safety & Claims	Y	47,239,343	
68050020	TL/LC	BofA	Old Republic Insurance	Old Republic	N	14,805,712	
<b>Subtotal - Collateral Posted by Patriot</b>						<b>\$ 150,632,895</b>	
<b><u>Peabody Collateral:</u></b>							
63668701	N/A	Citicorp	Ins Commissioner of WV	Avizent	Y	\$ 5,091,948	
SB-01801	N/A	Barclays	National	AIG	N	4,775,000	

LC Number	Credit Facility	Issuing Bank	Beneficiary	TPA/Carrier	Self Insured (Y/N)	Total	Notes	
18108230-00-000	N/A	PNC Bank	Union(Chartris) ILL Workers Comp	N/A	Y	8,495,603		
<b>Subtotal - Collateral Posted by Peabody</b>							<b>\$ 18,362,551</b>	
<b>Total Collateral</b>							<b>\$ 168,995,445</b>	
<b>Notes:</b>								
(A) Argonaut insurance provides a surety bond for \$8.5 million for the West Virginia self-insured workers' compensation program. The letter of credit amount reflected above represents 100% of the workers compensation surety bond. The total amount of the LC is \$10,744,257.87 million . For purposes of this Agreement, the \$8.5 million self-insured workers' compensation bond is fully collateralized and only such portion of the LC relates to the LOC and Bond Rights Agreement.								

**SCHEDULE 1.01(a)(viii)**

**Patriot Surety Bonds**

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
400JT6976	Big Mountain	Pine Ridge Coal Company	\$ 10,000.00	Road Restoration/Maintenance	Trucking crossing on Boone County, Route 5, Sherman District, Near Seth, WV	WV	State of West Virginia	7/18/2014	7/18/2015	St. Paul Fire and Marine Insurance Company
8214-19-40	Big Mountain	Pine Ridge Coal Company, LLC	\$ 5,200.00	Mine Closure/Post Closure	Reclamation Permit # U-5053-91, IBR #13	WV	State of West Virginia	3/5/2015	3/5/2016	Federal Insurance Company
SUR0010306	Big Mountain	Pine Ridge Coal Company, LLC	\$ 39,600.00	Mine Closure/Post Closure	Reclamation, Permit No. U-5020-09	WV	State of West Virginia	8/9/2014	8/9/2015	Argonaut Insurance Company
01024503-8	Big Mountain	Pine Ridge Coal Company, LLC	\$ 118,000.00	Reclamation	WV Reclamation - Permit #H-0006-00 - 117.53 acres - Sherman District - Boone County - Near Prenter	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus
01024504-8	Big Mountain	Pine Ridge Coal Company, LLC	\$ 122,720.00	Reclamation	WV Reclamation - Permit #O-0014-83 - 58.1 Acres - Sherman District - Boone County - Near Prenter	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus
01024505-8	Big Mountain	Pine Ridge Coal Company, LLC	\$ 22,000.00	Reclamation	WV Reclamation - Permit #O-0028-82 - 21.50 acres - Sherman District - Boone County - Near Prenter	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
01024506-8	Big Mountain	Pine Ridge Coal Company, LLC	\$ 1,553,440.00	Reclamation	WV Reclamation - Permit #O-0069-83 - 531.80 acres - Sherman District - Boone County - Near Preter	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus
01024507-8	Big Mountain	Pine Ridge Coal Company, LLC	\$ 723,200.00	Reclamation	WV Reclamation - Permit #O-0076-82 - 225.77 acres - Crook District - Boone County - Near Twilight	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus
01024511-8	Big Mountain	Pine Ridge Coal Company, LLC	\$ 613,040.00	Reclamation	WV Reclamation - Permit #S-5029-95 - 193.90 Acres - Sherman District - Boone County - Near Seth	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus
01024512-8	Big Mountain	Pine Ridge Coal Company, LLC	\$ 19,587.00	Reclamation	WV Reclamation - Permit #S-6013-89 - 63.72 Acres - Sherman District - Boone County - Near Orgas	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus
01024514-8	Big Mountain	Pine Ridge Coal Company, LLC	\$ 110,920.00	Reclamation	WV Reclamation - Permit #U-5002-00 - 43.08 Acres - Sherman/Crook District - Boone County - Near Gordon	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
01024518-8	Big Mountain	Pine Ridge Coal Company, LLC	\$ 608,400.00	Reclamation	WV Reclamation - Permit #U-5053-91 - 233.08 Acres - Sherman District - Boone County - Near Preter	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus
01059113-5	Big Mountain	Pine Ridge Coal Company, LLC	\$ 7,800.00	Reclamation	Permit #U-5053-91 (Big Mountain No. 16 Mine) IBR No. 15, 3,49 acres Boone County	WV	West Virginia Department of Environmental Protection	5/5/2015	5/5/2016	Lexon/Smith Manus
01062158-4	Big Mountain	Pine Ridge Coal Company, LLC	\$ 23,400.00	Reclamation	Permit #U-5053-91, (Big Mountain No. 16 Mine) IBR No. 16, 8.54 acres Boone County	WV	West Virginia Department of Environmental Protection	12/5/2014	12/5/2015	Lexon/Smith Manus
021-001002	Bluegrass	Patriot Coal Company, L.P.	\$ 81,800.00	Mine Closure/Post Closure	Reclamation Permit #851-0041, Inc. #7	KY	Commonwealth of Kentucky	2/15/2015	2/15/2016	Indemnity National Insurance Company
021-001004	Bluegrass	Patriot Coal Company, L.P.	\$ 4,700.00	Mine Closure/Post Closure	Reclamation Permit No. 851-0041, Inc. #9	KY	Commonwealth of Kentucky	2/15/2015	2/15/2016	Indemnity National Insurance Company
021-001005	Bluegrass	Patriot Coal Company, L.P.	\$ 255,300.00	Mine Closure/Post Closure	Reclamation Permit No. 851-0041, Inc. #6	KY	Commonwealth of Kentucky	2/15/2015	2/15/2016	Indemnity National Insurance Company
021-001009	Bluegrass	Patriot Coal Company, L.P.	\$ 8,800.00	Mine Closure/Post Closure	Reclamation Permit No. 851-0041 Inc. #2	KY	Commonwealth of Kentucky	2/15/2015	2/15/2016	Indemnity National Insurance Company
021-001010	Bluegrass	Patriot Coal Company, L.P.	\$ 6,600.00	Mine Closure/Post Closure	Reclamation Permit No. 851-0041, Inc. #1	KY	Commonwealth of Kentucky	2/15/2015	2/15/2016	Indemnity National Insurance Company

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
021-001050	Bluegrass	Patriot Coal Company, L.P.	\$ 406,500.00	Mine Closure/Post Closure	Reclamation - Permit HC851-0043 Inc #3	KY	Henderson County	5/30/2015	5/30/2016	Indemnity National Insurance Company
021-001124	Bluegrass	Patriot Coal Company, L.P.	\$ 289,909.00	Mine Closure/Post Closure	Reclamation - Permit HC851-0045 Inc#6	KY	Henderson County	6/12/2015	6/12/2016	Indemnity National Insurance Company
021-001125	Bluegrass	Patriot Coal Company, L.P.	\$ 902,525.00	Mine Closure/Post Closure	Reclamation - Permit HC851-0045 Inc#4	KY	Henderson County	6/12/2015	6/12/2016	Indemnity National Insurance Company
021-001138	Bluegrass	Patriot Coal Company, L.P.	\$ 516,750.00	Mine Closure/Post Closure	Reclamation - Permit #HC851-0045, Inc. #8	KY	Henderson County	3/9/2015	3/9/2016	Indemnity National Insurance Company
021-1000025	Bluegrass	Patriot Coal Company, L.P.	\$ 215,200.00	Mine Closure/Post Closure	Reclamation - Permit #HC851-7006, Inc #1	KY	Henderson County	10/17/2014	10/17/2015	Indemnity National Insurance Company
021-100008	Bluegrass	Patriot Coal Company, L.P.	\$ 3,450.00	Mine Closure/Post Closure	Reclamation - Permit HC851-0038 Inc.10	KY	Henderson County	5/4/2015	5/4/2016	Indemnity National Insurance Company
021-100097	Bluegrass	Patriot Coal Company, L.P.	\$ 500,000.00	Mine Closure/Post Closure	Reclamation - Permit HC851-0046	KY	Henderson County	3/13/2015	3/13/2016	Indemnity National Insurance Company
104866643	Bluegrass	Patriot Coal Company, L.P.	\$ 21,280.00	Mine Closure/Post Closure	Reclamation - Permit #HC851-0039, Inc. #6	KY	Henderson County	7/23/2014	7/23/2015	Travelers Casualty and Surety Company of America
104866645	Bluegrass	Patriot Coal Company, L.P.	\$ -	Mine Closure/Post Closure	Reclamation - Permit #HC851-0039, Inc.#8	KY	Henderson County	7/23/2014	7/23/2015	Travelers Casualty and Surety Company of America
104866651	Bluegrass	Patriot Coal Company, L.P.	\$ 14,695.00	Mine Closure/Post Closure	Reclamation - Permit #HC851-0039, Inc.#14	KY	Henderson County	7/23/2014	7/23/2015	Travelers Casualty and Surety Company of America

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
8205-64-39	Bluegrass	Patriot Coal Company, L.P.	\$ 46,608.00	Mine Closure/Post Closure	Reclamation Permit HC851-7006 Inc.#6	KY	Henderson County	10/11/2014	10/11/2015	Federal Insurance Company
8205-64-40	Bluegrass	Patriot Coal Company, L.P.	\$ 246,600.00	Mine Closure/Post Closure	Reclamation Permit #HC851-7006, Inc. #5	KY	Henderson County	10/11/2014	10/11/2015	Federal Insurance Company
8205-64-41	Bluegrass	Patriot Coal Company, L.P.	\$ 23,003.00	Mine Closure/Post Closure	Reclamation Permit #HC851-7006, Inc. #4	KY	Henderson County	10/11/2014	10/11/2015	Federal Insurance Company
8205-64-42	Bluegrass	Patriot Coal Company, L.P.	\$ 6,000.00	Mine Closure/Post Closure	Reclamation Permit #HC851-7006, Inc. #3	KY	Henderson County	10/11/2014	10/11/2015	Federal Insurance Company
8205-65-09	Bluegrass	Patriot Coal Company, L.P.	\$ 319,783.00	Mine Closure/Post Closure	Reclamation Permit #HC851-0043, Inc. #1	KY	Henderson County	1/25/2015	1/25/2016	Federal Insurance Company
8205-65-10	Bluegrass	Patriot Coal Company, L.P.	\$ 190,488.00	Mine Closure/Post Closure	Reclamation Permit # HC851-0043, Inc. #2	KY	Henderson County	1/25/2015	1/25/2016	Federal Insurance Company
K08292723	Bluegrass	Patriot Coal Company, L.P.	\$ 991,692.00	Mine Closure/Post Closure	Reclamation Permit # HC851-0045, Inc. #7	KY	Henderson County	11/4/2014	11/4/2015	Westchester Fire Insurance Company
K08292760	Bluegrass	Patriot Coal Company, L.P.	\$ 172,158.00	Mine Closure/Post Closure	Reclamation Permit #HC851-0045, Inc. # 10	KY	Henderson County	11/4/2014	11/4/2015	Westchester Fire Insurance Company
K08292802	Bluegrass	Patriot Coal Company, L.P.	\$ 779,757.00	Mine Closure/Post Closure	Reclamation Permit #HC851-0045, Inc. #5	KY	Henderson County	11/4/2014	11/4/2015	Westchester Fire Insurance Company
K08363468	Bluegrass	Patriot Coal Company, L.P.	\$ 621,400.00	Mine Closure/Post Closure	Reclamation Permit #HC851-0045, Inc. #9	KY	Henderson County	3/9/2015	3/9/2016	Westchester Fire Insurance Company

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
SUR0013691	Bluegrass	Patriot Coal Company, L.P.	\$ 5,300.00	Mine Closure/Post Closure	Reclamation - Permit 851-0036 MA-05 Inc #11	KY	Commonwealth of Kentucky	2/23/2015	2/23/2016	Argonaut Insurance Company
02L-001064	Bluegrass	Patriot Coal Company, LP	\$ 311,600.00	Mine Closure/Post Closure	Reclamation Permit #851-5005, Inc. #5	KY	Commonwealth of Kentucky	8/7/2014	8/7/2015	Indemnity National Insurance Company
02L-001088	Bluegrass	Patriot Coal Company, LP	\$ 79,100.00	Mine Closure/Post Closure	Reclamation Permit #851-7008	KY	Commonwealth of Kentucky	2/24/2015	2/24/2016	Indemnity National Insurance Company
02L-001089	Bluegrass	Patriot Coal Company, LP	\$ 190,900.00	Mine Closure/Post Closure	Reclamation Permit #851-0045, Inc. #1	KY	Commonwealth of Kentucky	2/24/2015	2/24/2016	Indemnity National Insurance Company
02L-001090	Bluegrass	Patriot Coal Company, LP	\$ 270,300.00	Mine Closure/Post Closure	Reclamation Permit #851-0045, Inc. #2	KY	Commonwealth of Kentucky	2/24/2015	2/24/2016	Indemnity National Insurance Company
02L-001091	Bluegrass	Patriot Coal Company, LP	\$ 397,900.00	Mine Closure/Post Closure	Reclamation Permit # 851-0045, Inc. #3	KY	Commonwealth of Kentucky	2/24/2015	2/24/2016	Indemnity National Insurance Company
02L-001112	Bluegrass	Patriot Coal Company, LP	\$ 375,000.00	Mine Closure/Post Closure	Reclamation, Permit HC851-0018	KY	Henderson County	3/18/2015	3/18/2016	Indemnity National Insurance Company
02L-001113	Bluegrass	Patriot Coal Company, LP	\$ 750,000.00	Mine Closure/Post Closure	Reclamation, Permit HC851-0018	KY	Henderson County	3/18/2015	3/18/2016	Indemnity National Insurance Company
02L-001118	Bluegrass	Patriot Coal Company, LP	\$ 246,500.00	Mine Closure/Post Closure	Reclamation Permit 851-0045 Inc#4	KY	Commonwealth of Kentucky	6/1/2015	6/1/2016	Indemnity National Insurance Company
02L-001119	Bluegrass	Patriot Coal Company, LP	\$ 45,900.00	Mine Closure/Post Closure	Reclamation Permit #851-0045, Inc. #6	KY	Commonwealth of Kentucky	6/1/2015	6/1/2016	Indemnity National Insurance Company



Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
021-001120	Bluegrass	Patriot Coal Company, LP	\$ 1,062,974.00	Mine Closure/Post Closure	Reclamation Permit HC851-0045 Inc#3	KY	Henderson County	6/9/2015	6/9/2016	Indemnity National Insurance Company
021-001121	Bluegrass	Patriot Coal Company, LP	\$ 218,463.00	Mine Closure/Post Closure	Reclamation Permit HC851-0045 Inc#1	KY	Henderson County	6/9/2015	6/9/2016	Indemnity National Insurance Company
021-001122	Bluegrass	Patriot Coal Company, LP	\$ 1,025,676.00	Mine Closure/Post Closure	Reclamation Permit HC851-0045 Inc.#2	KY	Henderson County	6/9/2015	6/9/2016	Indemnity National Insurance Company
021-001123	Bluegrass	Patriot Coal Company, LP	\$ 138,425.00	Mine Closure/Post Closure	Reclamation Permit HC851-7008	KY	Henderson County	6/9/2015	6/9/2016	Indemnity National Insurance Company
021-001129	Bluegrass	Patriot Coal Company, LP	\$ 15,700.00	Mine Closure/Post Closure	Reclamation Permit 851-0045 Inc #10A	KY	Commonwealth of Kentucky	10/13/2014	10/13/2015	Indemnity National Insurance Company
021-100001	Bluegrass	Patriot Coal Company, LP	\$ -	Mine Closure/Post Closure	Reclamation Permit HC851-0038 Inc#5	KY	Henderson County	4/5/2015	4/5/2016	Indemnity National Insurance Company
021-100002	Bluegrass	Patriot Coal Company, LP	\$ -	Mine Closure/Post Closure	Reclamation Permit HC851-0038 Inc#6	KY	Henderson County	4/5/2015	4/5/2016	Indemnity National Insurance Company
021-100003	Bluegrass	Patriot Coal Company, LP	\$ 53,515.00	Mine Closure/Post Closure	Reclamation Permit HC851-0039 Inc#11	KY	Henderson County	4/5/2015	4/5/2016	Indemnity National Insurance Company
021-100004	Bluegrass	Patriot Coal Company, LP	\$ 106,683.00	Mine Closure/Post Closure	Reclamation Permit HC851-0039 Inc#12	KY	Henderson County	4/5/2015	4/5/2016	Indemnity National Insurance Company
021-100005	Bluegrass	Patriot Coal Company, LP	\$ -	Mine Closure/Post Closure	Reclamation Permit HC851-0041 Inc 2	KY	Henderson County	4/5/2015	4/5/2016	Indemnity National Insurance Company

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
021-100006	Bluegrass	Patriot Coal Company, LP	\$ -	Mine Closure/Post Closure	Reclamation Permit HC851-0041 Inc 3	KY	Henderson County	4/5/2015	4/5/2016	Indemnity National Insurance Company
021-100007	Bluegrass	Patriot Coal Company, LP	\$ -	Mine Closure/Post Closure	Reclamation Permit HC851-0041 Inc 5	KY	Henderson County	4/5/2015	4/5/2016	Indemnity National Insurance Company
021-100052	Bluegrass	Patriot Coal Company, LP	\$ 176,100.00	Mine Closure/Post Closure	Reclamation - Permit 851-8004 MA-07 Inc #1	KY	Commonwealth of Kentucky	2/23/2015	2/23/2016	Indemnity National Insurance Company
021-100053	Bluegrass	Patriot Coal Company, LP	\$ 9,400.00	Mine Closure/Post Closure	Reclamation - Permit 851-8004 MA-07 Inc#2	KY	Commonwealth of Kentucky	2/23/2015	2/23/2016	Indemnity National Insurance Company
021-100054	Bluegrass	Patriot Coal Company, LP	\$ 13,500.00	Mine Closure/Post Closure	Reclamation - Permit 851-5005 MA-15 Inc#10	KY	Commonwealth of Kentucky	2/23/2015	2/23/2016	Indemnity National Insurance Company
021-100055	Bluegrass	Patriot Coal Company, LP	\$ 99,000.00	Mine Closure/Post Closure	Reclamation Permit 851-0038 Inc #7	KY	Commonwealth of Kentucky	2/23/2015	2/23/2016	Indemnity National Insurance Company
021-100098	Bluegrass	Patriot Coal Company, LP	\$ 10,000.00	Mine Closure/Post Closure	Underground Mining Permit 851-5008	KY	Commonwealth of Kentucky	3/29/2015	3/29/2016	Indemnity National Insurance Company
104674430	Bluegrass	Patriot Coal Company, LP	\$ 27,200.00	Mine Closure/Post Closure	Reclamation Permit 851-0038 Inc #2	KY	Commonwealth of Kentucky	2/7/2015	2/7/2016	Travelers Casualty and Surety Company of America
104674431	Bluegrass	Patriot Coal Company, LP	\$ 135,900.00	Mine Closure/Post Closure	Reclamation Permit 851-0038 Inc #3	KY	Commonwealth of Kentucky	2/7/2015	2/7/2016	Travelers Casualty and Surety Company of America
104674432	Bluegrass	Patriot Coal Company, LP	\$ 165,253.00	Mine Closure/Post Closure	Reclamation Permit No. HC851-8004, Inc. #1	KY	Henderson County	2/7/2015	2/7/2016	Travelers Casualty and Surety Company of America

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
104674436	Bluegrass	Patriot Coal Company, LP	\$ -	Mine Closure/Post Closure	Reclamation Permit #HC851-0039, Inc #5	KY	Henderson County	2/7/2015	2/7/2016	Travelers Casualty and Surety Company of America
104674439	Bluegrass	Patriot Coal Company, LP	\$ 12,300.00	Mine Closure/Post Closure	Reclamation Permit #851-0039, Inc #6	KY	Commonwealth of Kentucky	2/7/2015	2/7/2016	Travelers Casualty and Surety Company of America
104674442	Bluegrass	Patriot Coal Company, LP	\$ 50,400.00	Mine Closure/Post Closure	Reclamation Permit No. 851-0038, Inc. #8	KY	Commonwealth of Kentucky	2/7/2015	2/7/2016	Travelers Casualty and Surety Company of America
104674445	Bluegrass	Patriot Coal Company, LP	\$ 69,360.00	Mine Closure/Post Closure	Reclamation Permit No. HC851-5005, Inc. #5	KY	Henderson County	2/7/2015	2/7/2016	Travelers Casualty and Surety Company of America
104674454	Bluegrass	Patriot Coal Company, LP	\$ 370,930.00	Mine Closure/Post Closure	Reclamation Permit #HC851-0041, Inc #6	KY	Henderson County	2/7/2015	2/7/2016	Travelers Casualty and Surety Company of America
104674467	Bluegrass	Patriot Coal Company, LP	\$ 17,000.00	Mine Closure/Post Closure	Reclamation Permit #HC851-5005, Inc #4	KY	Henderson County	2/15/2015	2/15/2016	Travelers Casualty and Surety Company of America
104674468	Bluegrass	Patriot Coal Company, LP	\$ 74,700.00	Mine Closure/Post Closure	Reclamation Permit #851-0036, Inc #5	KY	Commonwealth of Kentucky	2/7/2015	2/7/2016	Travelers Casualty and Surety Company of America
104674469	Bluegrass	Patriot Coal Company, LP	\$ 135,300.00	Mine Closure/Post Closure	Reclamation - Permit 851-0036, Inc. #3	KY	Commonwealth of Kentucky	2/7/2015	2/7/2016	Travelers Casualty and Surety Company of America
104674470	Bluegrass	Patriot Coal Company, LP	\$ 42,000.00	Mine Closure/Post Closure	Reclamation Permit No. 851-0036, Inc. #4	KY	Commonwealth of Kentucky	2/7/2015	2/7/2016	Travelers Casualty and Surety Company of America
104674471	Bluegrass	Patriot Coal Company, LP	\$ 20,795.00	Mine Closure/Post Closure	Reclamation Permit #HC851-0041, Inc #1	KY	Henderson County	2/7/2015	2/7/2016	Travelers Casualty and Surety Company of America

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
104674479	Bluegrass	Patriot Coal Company, LP	\$ 76,800.00	Mine Closure/Post Closure	Reclamation Permit 851-0038 Inc. #4	KY	Commonwealth of Kentucky	2/7/2015	2/7/2016	Travelers Casualty and Surety Company of America
104674488	Bluegrass	Patriot Coal Company, LP	\$ 18,300.00	Mine Closure/Post Closure	Reclamation Permit No. HC851-0036, Inc. #3	KY	Henderson County	2/7/2015	2/7/2016	Travelers Casualty and Surety Company of America
104674489	Bluegrass	Patriot Coal Company, LP	\$ 20,250.00	Mine Closure/Post Closure	Reclamation Permit No. HC851-0036, Inc. #4	KY	Henderson County	2/7/2015	2/7/2016	Travelers Casualty and Surety Company of America
104674490	Bluegrass	Patriot Coal Company, LP	\$ 14,750.00	Mine Closure/Post Closure	Reclamation Permit No. HC851-0036, Inc. #5	KY	Henderson County	2/7/2015	2/7/2016	Travelers Casualty and Surety Company of America
104674493	Bluegrass	Patriot Coal Company, LP	\$ 2,400.00	Mine Closure/Post Closure	Reclamation Permit #851-5005, Inc #4	KY	Commonwealth of Kentucky	2/7/2015	2/7/2016	Travelers Casualty and Surety Company of America
104700454	Bluegrass	Patriot Coal Company, LP	\$ 266,200.00	Mine Closure/Post Closure	Reclamation Permit # 851-0040, Inc. #1	KY	Commonwealth of Kentucky	4/10/2015	4/10/2016	Travelers Casualty and Surety Company of America
104700462	Bluegrass	Patriot Coal Company, LP	\$ 125,600.00	Mine Closure/Post Closure	Reclamation Permit #HC851-0038, Inc. #4	KY	Henderson County	5/1/2015	5/1/2016	Travelers Casualty and Surety Company of America
104700463	Bluegrass	Patriot Coal Company, LP	\$ 127,300.00	Mine Closure/Post Closure	Reclamation Permit HC851-0038, Inc. #3	KY	Henderson County	5/16/2015	5/16/2016	Travelers Casualty and Surety Company of America
104700464	Bluegrass	Patriot Coal Company, LP	\$ 44,950.00	Mine Closure/Post Closure	Reclamation Permit #HC851-0038, Inc. #2	KY	Henderson County	5/1/2015	5/1/2016	Travelers Casualty and Surety Company of America
104700467	Bluegrass	Patriot Coal Company, LP	\$ -	Mine Closure/Post Closure	Reclamation Permit HC851-0039, Inc #4	KY	Henderson County	5/1/2015	5/1/2016	Travelers Casualty and Surety Company of America

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
104700470	Bluegrass	Patriot Coal Company, LP	\$ 72,090.00	Mine Closure/Post Closure	Reclamation Permit #HC851-0040	KY	Henderson County	5/1/2015	5/1/2016	Travelers Casualty and Surety Company of America
104700472	Bluegrass	Patriot Coal Company, LP	\$ 26,200.00	Mine Closure/Post Closure	Reclamation Permit HC851-0038, Inc #8	KY	Henderson County	5/1/2015	5/1/2016	Travelers Casualty and Surety Company of America
8205-65-04	Bluegrass	Patriot Coal Company, LP	\$ 50,300.00	Mine Closure/Post Closure	Reclamation Permit #851-0043, Inc. #3	KY	Commonwealth of Kentucky	1/4/2015	1/4/2016	Federal Insurance Company
8205-65-05	Bluegrass	Patriot Coal Company, LP	\$ 216,500.00	Mine Closure/Post Closure	Reclamation Permit #851-0043, Inc. #1	KY	Commonwealth of Kentucky	1/4/2015	1/4/2016	Federal Insurance Company
8205-65-06	Bluegrass	Patriot Coal Company, LP	\$ 34,700.00	Mine Closure/Post Closure	Reclamation Permit #851-0043, Inc. #2	KY	Commonwealth of Kentucky	1/4/2015	1/4/2016	Federal Insurance Company
01033755-7	Bluegrass	Patriot Coal Company, LP	\$ 122,400.00	Reclamation	Permit #851-0042, Incr #4, 120.00 acres Henderson County	KY	Commonwealth of KY Dept. for Environ. Protection	1/7/2015	1/7/2016	Lexon/Smith Manus
01033756-7	Bluegrass	Patriot Coal Company, LP	\$ 87,000.00	Reclamation	Permit #851-0042, Incr #5, 89.00 acres Henderson County	KY	Commonwealth of KY Dept. for Environ. Protection	1/7/2015	1/7/2016	Lexon/Smith Manus
01033757-7	Bluegrass	Patriot Coal Company, LP	\$ 70,300.00	Reclamation	Permit #851-0042, Incr #6, 146.00 acres Henderson County	KY	Commonwealth of KY Dept. for Environ. Protection	1/7/2015	1/7/2016	Lexon/Smith Manus
01033938-7	Bluegrass	Patriot Coal Company, LP	\$ 404,400.00	Reclamation	Permit #HC851-0042, Incr.#4, 120.0 acres Henderson County/Hebbardsville	KY	Henderson County Fiscal Court	4/27/2015	4/27/2016	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
01033939-7	Bluegrass	Patriot Coal Company, LP	\$ 834,509.00	Reclamation	Permit #HC851-0042, Incr.#5, 89.0 acres Henderson County/Hebbards ville	KY	Henderson County Fiscal Court	4/27/2015	4/27/2016	Lexon/Smith Manus
01033940-7	Bluegrass	Patriot Coal Company, LP	\$ 677,805.00	Reclamation	Permit #HC851-0042, Incr.#6,146.0 acres Henderson County/Hebbards ville	KY	Henderson County Fiscal Court	4/27/2015	4/27/2016	Lexon/Smith Manus
01037590-6	Bluegrass	Patriot Coal Company, LP	\$ 197,300.00	Reclamation	Permit#851-0045, Incr.#5, 50.1 acres Henderson County	KY	Commonwealth of Kentucky Natural Resources and	10/27/2014	10/27/2015	Lexon/Smith Manus
01037591-6	Bluegrass	Patriot Coal Company, LP	\$ 234,400.00	Reclamation	Permit#851-0045, Incr.#7, 65.2 acres Henderson County	KY	Commonwealth of Kentucky Natural Resources and	10/27/2014	10/27/2015	Lexon/Smith Manus
01037814-6	Bluegrass	Patriot Coal Company, LP	\$ 123,000.00	Reclamation	Permit #851-0045, Incr.#8, 68.9 acres Henderson County	KY	Commonwealth of Kentucky Natural Resources and	2/4/2015	2/4/2016	Lexon/Smith Manus
01037815-6	Bluegrass	Patriot Coal Company, LP	\$ 114,300.00	Reclamation	Permit #851-0045, Incr.#9, 64.8 acres Henderson County	KY	Commonwealth of Kentucky Natural Resources and	2/4/2015	2/4/2016	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
0105274-6	Bluegrass	Patriot Coal Company, LP	\$ 5,000.00	Reclamation	Permit #851-0042, Incr. #14, 1.600 acres Henderson County	KY	Commonwealth of Kentucky Natural Resources and	5/12/2015	5/12/2016	Lexon/Smith Manus
01057893-5	Bluegrass	Patriot Coal Company, LP	\$ 41,100.00	Reclamation	Permit #851-0042, Incr. #15, 25.30 acres Henderson County	KY	Commonwealth of Kentucky Natural Resources and	3/1/2015	3/1/2016	Lexon/Smith Manus
01057895-5	Bluegrass	Patriot Coal Company, LP	\$ 73,800.00	Reclamation	Permit #851-0042, Incr. #16, 44.00 acres Henderson County	KY	Commonwealth of Kentucky Natural Resources and	3/1/2015	3/1/2016	Lexon/Smith Manus
01057896-5	Bluegrass	Patriot Coal Company, LP	\$ 12,700.00	Reclamation	Permit #851-0042, Incr. #17, 8.10 acres Henderson County	KY	Commonwealth of Kentucky Natural Resources and	3/1/2015	3/1/2016	Lexon/Smith Manus
01057897-5	Bluegrass	Patriot Coal Company, LP	\$ 86,600.00	Reclamation	Permit #851-0042, Incr. #18, 48.60 acres Henderson County	KY	Commonwealth of Kentucky Natural Resources and	3/1/2015	3/1/2016	Lexon/Smith Manus
01058015-5	Bluegrass	Patriot Coal Company, LP	\$ 276,725.00	Reclamation	Permit #HC851-0042, Incr. #12, 235.1 acres Henderson County	KY	Henderson County Fiscal Court	4/4/2015	4/4/2016	Lexon/Smith Manus
01058016-5	Bluegrass	Patriot Coal Company, LP	\$ 76,726.00	Reclamation	Permit #HC851-0042, Incr. #11, 198.5 acres Henderson County	KY	Henderson County Fiscal Court	4/4/2015	4/4/2016	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
01058028-5	Bluegrass	Patriot Coal Company, LP	\$ 6,900.00	Reclamation	Permit HC851-0042 - Incr 14	KY	Henderson County, Kentucky	4/24/2015	4/24/2016	Lexon/Smith Manus
01058029-5	Bluegrass	Patriot Coal Company, LP	\$ 69,525.00	Reclamation	Permit HC851-0042 - Incr 15	KY	Henderson County, Kentucky	4/25/2015	4/25/2016	Lexon/Smith Manus
01058030-5	Bluegrass	Patriot Coal Company, LP	\$ 94,125.00	Reclamation	Permit HC851-0042 - Incr 16	KY	Henderson County, Kentucky	4/25/2015	4/25/2016	Lexon/Smith Manus
01059107-5	Bluegrass	Patriot Coal Company, LP	\$ 136,900.00	Reclamation	Permit # HC851-0042 - Incr 18	KY	Henderson County	4/25/2015	4/25/2016	Lexon/Smith Manus
01059108-5	Bluegrass	Patriot Coal Company, LP	\$ 18,625.00	Reclamation	Permit HC851-0042 - Incr 17	KY	Henderson County, Kentucky	4/25/2015	4/25/2016	Lexon/Smith Manus
01059109-5	Bluegrass	Patriot Coal Company, LP	\$ 166,300.00	Reclamation	Permit #HC851-0042, Incr.#9, 67.3 acres Henderson County	KY	Henderson County Fiscal Court	4/25/2015	4/25/2016	Lexon/Smith Manus
01059110-5	Bluegrass	Patriot Coal Company, LP	\$ 218,075.00	Reclamation	Permit #HC851-0042, Incr.#8, 88.2 acres Henderson County	KY	Henderson County Fiscal Court	4/25/2015	4/25/2016	Lexon/Smith Manus
01059111-5	Bluegrass	Patriot Coal Company, LP	\$ 367,750.00	Reclamation	Permit #HC851-0042, Incr.#7, 72.1 acres Henderson County	KY	Henderson County Fiscal Court	4/25/2015	4/25/2016	Lexon/Smith Manus
01062272-4	Bluegrass	Patriot Coal Company, LP	\$ 138,100.00	Reclamation	Permit #851-0038, Incr.#14, 45.2 acres Henderson	KY	Commonwealth of KY Dept. for Environ. Protection	2/21/2015	2/21/2016	Lexon/Smith Manus



Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
01062273-4	Bluegrass	Patriot Coal Company, LP	\$ 416,300.00	Reclamation	Permit #851-0038, Incr.#9, MA-11, 128.1 acres Henderson County	KY	Commonwealth of KY Dept. for Environ. Protection	2/21/2015	2/21/2016	Lexon/Smith Manus
01062465-3	Bluegrass	Patriot Coal Company, LP	\$ 205,500.00	Reclamation	Permit No. 851-7006 Incr.#1, 57.800 acres Henderson County	KY	Commonwealth of Kentucky Energy and Environment Cabinet	7/9/2014	7/9/2015	Lexon/Smith Manus
01062466-3	Bluegrass	Patriot Coal Company, LP	\$ 153,100.00	Reclamation	Permit No. 851-7006, Incr.#5, 46.500 acres Henderson County	KY	Commonwealth of Kentucky Energy and Environment Cabinet	7/9/2014	7/9/2015	Lexon/Smith Manus
01100003-2	Bluegrass	Patriot Coal Company, LP	\$ 75,000.00	Reclamation	Permit #851-0046, Incr.#1, 2.10 acres Henderson County	KY	Commonwealth of KY Dept. for Environ. Protection	6/10/2015	6/10/2016	Lexon/Smith Manus
11004654-8	Bluegrass	Patriot Coal Company, LP	\$ 182,705.00	Reclamation	Permit # HC851-0041, Incr.#7, 86.1 acres Henderson County	KY	Henderson County Fiscal Court	2/6/2015	2/6/2016	Lexon/Smith Manus
11004658-8	Bluegrass	Patriot Coal Company, LP	\$ 107,496.00	Reclamation	Permit #HC851-0042, Incr.#2, 42.3 acres Henderson County	KY	Henderson County Fiscal Court	2/6/2015	2/6/2016	Lexon/Smith Manus
11007209-8	Bluegrass	Patriot Coal Company, LP	\$ 20,000.00	Encroachment	Encroachment Permit Bond - 851-0034/Kentucky Highway 416 East	KY	Kentucky Transportation Cabinet	6/11/2015	6/11/2016	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
11014831-8	Bluegrass	Patriot Coal Company, LP	\$ 136,700.00	Reclamation	Permit #851-0042, Incr. #2, 42.30 acres Henderson County	KY	KY Natural Resources and Environmental Protection Cabinet	2/6/2015	2/6/2016	Lexon/Smith Manus
11014832-8	Bluegrass	Patriot Coal Company, LP	\$ 269,100.00	Reclamation	Permit #851-0042, Incr. #7, 72.100 acres Henderson County	KY	KY Natural Resources and Environmental Protection Cabinet	2/6/2015	2/6/2016	Lexon/Smith Manus
11014833-8	Bluegrass	Patriot Coal Company, LP	\$ 18,000.00	Reclamation	Permit #851-0042, Incr. #8, 88.20 acres Henderson County	KY	KY Natural Resources and Environmental Protection Cabinet	2/6/2015	2/6/2016	Lexon/Smith Manus
11014834-8	Bluegrass	Patriot Coal Company, LP	\$ 73,500.00	Reclamation	Permit #851-0042, Incr. #9, 58.40 acres Henderson County	KY	KY Natural Resources and Environmental Protection Cabinet	2/6/2015	2/6/2016	Lexon/Smith Manus
11014836-8	Bluegrass	Patriot Coal Company, LP	\$ 199,400.00	Reclamation	Permit #851-0042, Incr. #3, 136.80 acres Henderson County	KY	KY Natural Resources and Environmental Protection Cabinet	2/6/2015	2/6/2016	Lexon/Smith Manus
11014838-8	Bluegrass	Patriot Coal Company, LP	\$ 77,880.00	Reclamation	Permit #HC851-7006, Incr. #2, 11.0 acres Henderson County	KY	Henderson County Fiscal Court	2/6/2015	2/6/2016	Lexon/Smith Manus
11014840-8	Bluegrass	Patriot Coal Company, LP	\$ 243,800.00	Reclamation	Permit #851-0042, Incr. #11, 180.70 acres Henderson County	KY	KY Natural Resources and Environmental Protection Cabinet	2/6/2015	2/6/2016	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
11014841-8	Bluegrass	Patriot Coal Company, LP	\$ 290,400.00	Reclamation	Permit #851-0042, Incr.#12, 212.70 acres Henderson County	KY	KY Natural Resources and Environmental Protection Cabinet	2/6/2015	2/6/2016	Lexon/Smith Manus
11014844-8	Bluegrass	Patriot Coal Company, LP	\$ 31,800.00	Reclamation	Permit #851-5006 - Henderson County	KY	KY Natural Resources and Environmental Protection Cabinet	2/6/2015	2/6/2016	Lexon/Smith Manus
11015846-8	Bluegrass	Patriot Coal Company, LP	\$ 10,000.00	Performance	Performance Bond - Permit # HC851-0034	KY	Henderson County Fiscal Court	6/6/2015	6/6/2016	Lexon/Smith Manus
11016494-8	Bluegrass	Patriot Coal Company, LP	\$ 65,000.00	Reclamation	Permit #851-0039, Incr.#11, 61.90 acres Henderson County	KY	KY Natural Resources and Environmental Protection Cabinet	2/6/2015	2/6/2016	Lexon/Smith Manus
11016495-8	Bluegrass	Patriot Coal Company, LP	\$ 127,500.00	Reclamation	Permit #851-0039, Incr. #12, 123.40 acres Henderson County	KY	KY Natural Resources and Environmental Protection Cabinet	2/6/2015	2/6/2016	Lexon/Smith Manus
11016497-8	Bluegrass	Patriot Coal Company, LP	\$ 21,700.00	Reclamation	Permit #851-0039, Incr.#14, 8.50 acres Henderson County	KY	KY Natural Resources and Environmental Protection Cabinet	2/6/2015	2/6/2016	Lexon/Smith Manus
11018583-7	Bluegrass	Patriot Coal Company, LP	\$ 92,500.00	Reclamation	Permit # HC851-0042, Incr.#3, 157.6 acres Henderson County	KY	Henderson County Fiscal Court	7/11/2014	7/11/2015	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
11021507-7	Bluegrass	Patriot Coal Company, LP	\$ 7,215.00	Reclamation	Permit #HC851-0041, Rev. 6, Incr.#9, 1.7 acres	KY	Henderson County Fiscal Court	7/17/2014	7/17/2015	Lexon/Smith Manus
11023128-7	Bluegrass	Patriot Coal Company, LP	\$ 345,853.00	Miscellaneous	Payment Security Surety Bond	KY	Kenergy Corp	10/12/2014	10/12/2015	Lexon/Smith Manus
02L-001027	Bluegrass	Patriot Coal Company, Ltd.	\$ 10,000.00	Right of Way	Encroachment Permit Bond, Henderson County	KY	Commonwealth of Kentucky	4/7/2015	4/7/2016	Indemnity National Insurance Company
02L-001028	Bluegrass	Patriot Coal Company, Ltd.	\$ 5,000.00	Right of Way	Encroachment Permit Bond - Henderson County	KY	Commonwealth of Kentucky	4/7/2015	4/7/2016	Indemnity National Insurance Company
103946591	Bluegrass	Patriot Coal Company, Ltd.	\$ 135,000.00	Mine Closure/Post Closure	Reclamation Permit HC851-0041	KY	Henderson County	11/5/2014	11/5/2015	Travelers Casualty and Surety Company of America
400KA5103	Bluegrass	Patriot Coal Company, Ltd.	\$ 150,860.00	Mine Closure/Post Closure	Reclamation Permit HC851-0031 Utopia Road	KY	Henderson County	3/2/2015	3/2/2016	St. Paul Fire and Marine Insurance Company
02L-001092	Bluegrass	Peabody Coal Company	\$ 1,000.00	Right of Way	Kentucky Highway Use Bond	KY	Commonwealth of Kentucky	2/27/2015	2/27/2016	Indemnity National Insurance Company
02L-001093	Bluegrass	Peabody Coal Company	\$ 1,000.00	Right of Way	Encroachment Permit Bond	KY	Commonwealth of Kentucky	2/27/2015	2/27/2016	Indemnity National Insurance Company
02L-001098	Bluegrass	Peabody Coal Company	\$ 500,000.00	Right of Way	Encroachment Permit Bond	KY	Commonwealth of Kentucky	2/27/2015	2/27/2016	Indemnity National Insurance Company
105023491	Campbells Creek	Catenary Coal Company, LLC	\$ 2,000.00	Mine Closure/Post Closure	Reclamation Permit #H004200	WV	State of West Virginia	1/29/2015	1/29/2016	Travelers Casualty and Surety Company of America

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
001001309-4	Campbells Creek	Catenary Coal Company, LLC	\$ 10,000.00	Reclamation	Permit #UO-111, 5 acres Cabine Creek District, Kanawha County, near Pond Gap	WV	State of West Virginia	11/7/2014	11/7/2015	Lexon/Smith Manus
001001310-4	Campbells Creek	Catenary Coal Company, LLC	\$ 110,000.00	Reclamation	Permit #S-0124-80, 110 acres Malden District, Kanawha County, near Blount, WV	WV	State of West Virginia	11/7/2014	11/7/2015	Lexon/Smith Manus
001001311-4	Campbells Creek	Catenary Coal Company, LLC	\$ 10,000.00	Reclamation	Permit #S-100-82, 174.86 acres Malden District, Kanawha County, Blount, WV	WV	State of West Virginia	11/7/2014	11/7/2015	Lexon/Smith Manus
001001313-4	Campbells Creek	Catenary Coal Company, LLC	\$ 42,000.00	Reclamation	Permit #O-58-82, 41.80 acres Elk District, Kanawha County near Quick, WV	WV	State of West Virginia	11/7/2014	11/7/2015	Lexon/Smith Manus
001001314-4	Campbells Creek	Catenary Coal Company, LLC	\$ 10,000.00	Reclamation	Permit #O-59-82, 95 acres Elk & Malden District, Kanawha County near Blount, WV	WV	State of West Virginia	11/7/2014	11/7/2015	Lexon/Smith Manus
001001315-4	Campbells Creek	Catenary Coal Company, LLC	\$ 61,000.00	Reclamation	Permit #O-80-82, 60.70 acres Elk District, Kanawha County near Quick, WV	WV	State of West Virginia	11/7/2014	11/7/2015	Lexon/Smith Manus
001001316-4	Campbells Creek	Catenary Coal Company, LLC	\$ 84,000.00	Reclamation	Permit #U-87-83, 84 acres Elk District, Kanawha County near Quick, WV	WV	State of West Virginia	11/7/2014	11/7/2015	Lexon/Smith Manus
01036560-7	Campbells Creek	Catenary Coal Company, LLC	\$ 9,000.00	Reclamation	Permit # O-80-82, IBR #1, 8.5 acres Kanawha County	WV	West Virginia Department of Environmental Protection	6/10/2015	6/10/2016	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal(s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
01099872-2	Campbells Creek	Catary Coal Company, LLC	\$ 10,000.00	Reclamation	Permit #R005600, 9 acres, Kanawha County	WV	West Virginia Department of Environmental Protection	2/4/2015	2/4/2016	Lexon/Smith Manus
001015854-5	Campbells Creek	Coyote Coal Company LLC	\$ 8,180.00	Reclamation	11/12 Renewal - Permit # U-3006-04, Campbell's Creek No. 7 - Formerly Arch Coal	WV	West Virginia Div of Environmental Protection	6/17/2015	6/17/2016	Lexon/Smith Manus
01007293-4	Campbells Creek	Coyote Coal Company LLC	\$ 116,160.00	Reclamation	Permit #O-3015-93, 32.87 acres Kanawha County	WV	State of West Virginia	7/23/2014	7/23/2015	Lexon/Smith Manus
01015827-5	Campbells Creek	Coyote Coal Company LLC	\$ 27,440.00	Reclamation	Permit #U-3006-04, 13.45 acres Kanawha County	WV	State of West Virginia	5/20/2015	5/20/2016	Lexon/Smith Manus
01033791-7	Campbells Creek	Coyote Coal Company LLC	\$ 3,000.00	Reclamation	Permit # H42, 2.12 acres Kanawha County	WV	West Virginia Department of Environmental Protection	2/9/2015	2/9/2016	Lexon/Smith Manus
01036649-6	Campbells Creek	Coyote Coal Company LLC	\$ 3,000.00	Reclamation	Reclamation - Permit #U303693, 2.6 acres Kanawha County	WV	West Virginia Department of Environmental Protection	8/21/2014	8/21/2015	Lexon/Smith Manus
01036650-6	Campbells Creek	Coyote Coal Company LLC	\$ 7,000.00	Reclamation	Reclamation - Permit #O301593, 7.0 acres Kanawha County	WV	West Virginia Department of Environmental Protection	8/21/2014	8/21/2015	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
105085292	Campbells Creek	Coyote Coal Company, LLC	\$ 1,000.00	Mine Closure/Post Closure	Reclamation Permit #H-42	WV	State of West Virginia	6/9/2015	6/9/2016	Travelers Casualty and Surety Company of America
K08292280	Campbells Creek	Coyote Coal Company, LLC	\$ 24,640.00	Mine Closure/Post Closure	Reclamation Permit #O-3015-93	WV	State of West Virginia	10/9/2014	10/9/2015	Westchester Fire Insurance Company
K08292322	Campbells Creek	Coyote Coal Company, LLC	\$ 5,520.00	Mine Closure/Post Closure	Reclamation Permit # U-3036-93	WV	State of West Virginia	10/9/2014	10/9/2015	Westchester Fire Insurance Company
104729888	Corridor G	Coyote Coal Company LLC	\$ 18,720.00	Mine Closure/Post Closure	Reclamation Permit #S-5027-99	WV	State of West Virginia	4/10/2015	4/10/2016	Travelers Casualty and Surety Company of America
001016455-4	Corridor G	Coyote Coal Company LLC	\$ 1,282,320.00	Reclamation	Permit #S-5027-99, 411.00 acres Boone County	WV	State of West Virginia	1/20/2015	1/20/2016	Lexon/Smith Manus
001016456-4	Corridor G	Coyote Coal Company LLC	\$ 16,400.00	Reclamation	Permit #U-5009-01, 10.00 acres Boone County	WV	State of West Virginia	1/20/2015	1/20/2016	Lexon/Smith Manus
01027148-7	Corridor G	Coyote Coal Company LLC	\$ 843,960.00	Reclamation	Permit #S-5027-99, 429 acres Boone County	WV	West Virginia Department of Environmental Protection	10/24/2014	10/24/2015	Lexon/Smith Manus
01062191-4	Corridor G	Coyote Coal Company LLC	\$ 305,000.00	Reclamation	Permit#S-5005-11, Buck Fork Surface Mine, 61.0 acres Boone County	WV	West Virginia Department of Environmental Protection	2/1/2015	2/1/2016	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
01062298-4	Corridor G	Coyote Coal Company LLC	\$ 1,270,000.00	Reclamation	Buck Fork Surface Mine- Permit #S-5005-11, Incr.#2, 254.0 acres Boone County	WV	West Virginia Department of Environmental Protection	4/12/2015	4/12/2016	Lexon/Smith Manus
01062299-4	Corridor G	Coyote Coal Company LLC	\$ 690,000.00	Reclamation	Buck Fork Surface Mine- Permit #S-5005-11, Incr. 3, 137.1 acres Boone County	WV	West Virginia Department of Environmental Protection	4/12/2015	4/12/2016	Lexon/Smith Manus
K08363808	Corridor G	Coyote Coal Company, LLC, Patriot Coal Corporation	\$ 660,000.00	Mine Closure/Post Closure	Permit S-5027-99	WV	State of West Virginia	7/22/2014	7/22/2015	Westchester Fire Insurance Company
104729860	Corridor G	Hobet Mining, Inc.	\$ 595,980.00	Performance	Proposed Compensation and Mitigation Agreement	WV	State of West Virginia	10/4/2014	10/4/2015	Travelers Casualty and Surety Company of America
104729872	Corridor G	Hobet Mining, Inc.	\$ 441,260.00	Performance	Proposed Compensation and Mitigation Agreement for Westridge 2 Surface Mine	WV	State of West Virginia	12/7/2014	12/7/2015	Travelers Casualty and Surety Company of America
104729886	Corridor G	Hobet Mining, Inc.	\$ 565,000.00	Mine Closure/Post Closure	Reclamation Permit #S-5008-06	WV	State of West Virginia	4/3/2015	4/3/2016	Travelers Casualty and Surety Company of America
104729896	Corridor G	Hobet Mining, Inc.	\$ 132,500.00	Mine Closure/Post Closure	Reclamation Permit #S-5003-07	WV	State of West Virginia	8/10/2014	8/10/2015	Travelers Casualty and Surety Company of America



Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
K08363092	Corridor G	Hobart Mining, Inc., Patriot Coal Corporation	\$ 55,000.00	Mine Closure/Post Closure	Reclamation Permit #S-5033-08, Inc. #1	WV	State of West Virginia	11/6/2014	11/6/2015	Westchester Fire Insurance Company
104224257	Corridor G	Hobart Mining, LLC	\$ 1,140,000.00	Mine Closure/Post Closure	Reclamation Permit #S-5002-03	WV	State of West Virginia	1/24/2015	1/24/2016	Travelers Casualty and Surety Company of America
104224258	Corridor G	Hobart Mining, LLC	\$ 240,000.00	Mine Closure/Post Closure	Reclamation Permit #S-5002-03	WV	State of West Virginia	1/24/2015	1/24/2016	Travelers Casualty and Surety Company of America
104224259	Corridor G	Hobart Mining, LLC	\$ 290,000.00	Mine Closure/Post Closure	Reclamation Permit #S-5002-03	WV	State of West Virginia	1/24/2015	1/24/2016	Travelers Casualty and Surety Company of America
104224260	Corridor G	Hobart Mining, LLC	\$ 650,000.00	Mine Closure/Post Closure	Reclamation Permit #S-5002-03	WV	State of West Virginia	1/24/2015	1/24/2016	Travelers Casualty and Surety Company of America
104729861	Corridor G	Hobart Mining, LLC	\$ 75,000.00	Mine Closure/Post Closure	Reclamation Permit #S-5003-06	WV	State of West Virginia	10/17/2014	10/17/2015	Travelers Casualty and Surety Company of America
104729873	Corridor G	Hobart Mining, LLC	\$ 1,030,000.00	Mine Closure/Post Closure	Reclamation Permit #S-5003-06	WV	State of West Virginia	1/2/2015	1/2/2016	Travelers Casualty and Surety Company of America
104729887	Corridor G	Hobart Mining, LLC	\$ 75,000.00	Mine Closure/Post Closure	Reclamation Permit #S-5008-06	WV	State of West Virginia	4/3/2015	4/3/2016	Travelers Casualty and Surety Company of America
104990099	Corridor G	Hobart Mining, LLC	\$ 166,144.00	Mine Closure/Post Closure	Reclamation Permit #S-10677	WV	State of West Virginia	11/19/2014	11/19/2015	Travelers Casualty and Surety Company of America

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
105023502	Corridor G	Hobet Mining, LLC	\$ 1,350,000.00	Mine Closure/Post Closure	Reclamation Permit #S-5008-06	WV	State of West Virginia	3/6/2015	3/6/2016	Travelers Casualty and Surety Company of America
K08085420	Corridor G	Hobet Mining, LLC	\$ 50,000.00	Mine Closure/Post Closure	Reclamation - Permit S-5008-06	WV	State of West Virginia	12/19/2014	12/19/2015	Westchester Fire Insurance Company
K08085456	Corridor G	Hobet Mining, LLC	\$ 40,000.00	Mine Closure/Post Closure	Reclamation - Permit S-5033-08	WV	State of West Virginia	1/10/2015	1/10/2016	Westchester Fire Insurance Company
001005603-4	Corridor G	Hobet Mining, LLC	\$ 32,000.00	Reclamation	Permit #H-0120-00, 32 acres Scott District Boone County	WV	State of West Virginia	2/23/2015	2/23/2016	Lexon/Smith Manus
001005616-4	Corridor G	Hobet Mining, LLC	\$ 50,000.00	Reclamation	Permit#H-0291-00, 50.00 acres Boone County	WV	State of West Virginia	2/23/2015	2/23/2016	Lexon/Smith Manus
001005621-4	Corridor G	Hobet Mining, LLC	\$ 24,320.00	Reclamation	Permit #S-0038-82, 7.44 acres Boone County	WV	State of West Virginia	2/23/2015	2/23/2016	Lexon/Smith Manus
001005622-4	Corridor G	Hobet Mining, LLC	\$ 56,150.00	Reclamation	Permit#S-5080-88, 368.60 acres Boone County	WV	State of West Virginia	2/23/2015	2/23/2016	Lexon/Smith Manus
001005627-4	Corridor G	Hobet Mining, LLC	\$ 54,600.00	Reclamation	Permit #S-5026-89, 364.00 acres Boone County	WV	State of West Virginia	2/23/2015	2/23/2016	Lexon/Smith Manus
001005628-4	Corridor G	Hobet Mining, LLC	\$ 17,600.00	Reclamation	Permit #U-5008-94, 26.28 acres Boone County	WV	State of West Virginia	2/23/2015	2/23/2016	Lexon/Smith Manus
001005631-4	Corridor G	Hobet Mining, LLC	\$ 720,460.00	Reclamation	Permit#O-0006-81, 221 acres Boone County	WV	State of West Virginia	2/23/2015	2/23/2016	Lexon/Smith Manus
001005632-4	Corridor G	Hobet Mining, LLC	\$ 176,800.00	Reclamation	Permit #S-5024-97, 85.00 acres Boone County	WV	State of West Virginia	2/23/2015	2/23/2016	Lexon/Smith Manus
001005636-4	Corridor G	Hobet Mining, LLC	\$ 173,240.00	Reclamation	Permit #P-0495-00, 70.50 acres Boone County	WV	State of West Virginia	2/23/2015	2/23/2016	Lexon/Smith Manus
001005639-4	Corridor G	Hobet Mining, LLC	\$ 69,160.00	Reclamation	Permit #R-0405-00, 26.00 acres Boone County	WV	State of West Virginia	2/23/2015	2/23/2016	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
001005642-4	Corridor G	Hobet Mining, LLC	\$ 640,000.00	Reclamation	Permit #S-0106-77, 640.00 acres Boone County	WV	State of West Virginia	2/23/2015	2/23/2016	Lexon/Smith Manus
001005650-4	Corridor G	Hobet Mining, LLC	\$ 341,000.00	Reclamation	Permit #O-5010-97, 340.40 acres Boone County	WV	State of West Virginia	2/23/2015	2/23/2016	Lexon/Smith Manus
001005651-4	Corridor G	Hobet Mining, LLC	\$ 780,640.00	Reclamation	Permit #S-0032-85, 238 acres Boone County	WV	State of West Virginia	2/23/2015	2/23/2016	Lexon/Smith Manus
001005653-4	Corridor G	Hobet Mining, LLC	\$ 1,040,000.00	Reclamation	Permit #S-0128-78, 1,040 acres Boone County	WV	State of West Virginia	2/23/2015	2/23/2016	Lexon/Smith Manus
001005655-4	Corridor G	Hobet Mining, LLC	\$ 125,080.00	Reclamation	Permit #U-5036-98, 52.60 acres Boone County	WV	State of West Virginia	2/23/2015	2/23/2016	Lexon/Smith Manus
001005656-4	Corridor G	Hobet Mining, LLC	\$ 490,032.00	Reclamation	Permit #S-32-85, Incr.#2, 996 acres Boone County	WV	State of West Virginia	2/23/2015	2/23/2016	Lexon/Smith Manus
001015324-4	Corridor G	Hobet Mining, LLC	\$ 14,400.00	Reclamation	Permit #S-5004-04, 4.5 acres Harts Creek & Scott District, Lincoln & Boone County near Turtle Creek	WV	State of West Virginia	11/9/2014	11/9/2015	Lexon/Smith Manus
001015584-4	Corridor G	Hobet Mining, LLC	\$ 380,160.00	Reclamation	Permit #S-5004-04, Incr.#2, 131.5 acres Lincoln & Boone County	WV	State of West Virginia	2/23/2015	2/23/2016	Lexon/Smith Manus
001015585-4	Corridor G	Hobet Mining, LLC	\$ 302,400.00	Reclamation	Permit #S-5004-04, Incr.#3, 104.5 acres Lincoln & Boone County	WV	State of West Virginia	2/1/2015	2/1/2016	Lexon/Smith Manus
001016376-4	Corridor G	Hobet Mining, LLC	\$ 66,240.00	Reclamation	Permit#S-5004-04, Incr.#5, 22.8 acres Harts Creek District, Lincoln County near Turtle Creek	WV	State of West Virginia	11/10/2014	11/10/2015	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
001016377-4	Corridor G	Hobet Mining, LLC	\$ 109,440.00	Reclamation	Permit #S-5004-04, Incr.#6, 37.9 acres Harts Creek District, Lincoln County near Turtle Creek	WV	State of West Virginia	11/10/2014	11/10/2015	Lexon/Smith Manus
001016378-4	Corridor G	Hobet Mining, LLC	\$ 129,600.00	Reclamation	Permit #S-5004-04, Incr.#4, 44.5 acres Scott District, Boone County near Turtle Creek	WV	State of West Virginia	11/10/2014	11/10/2015	Lexon/Smith Manus
001016452-4	Corridor G	Hobet Mining, LLC	\$ 146,680.00	Reclamation	Permit #S-38-82, Incr.#2, 403.22 acres Boone County	WV	State of West Virginia	1/20/2015	1/20/2016	Lexon/Smith Manus
001016453-4	Corridor G	Hobet Mining, LLC	\$ 635,360.00	Reclamation	Permit #S-38-82, Incr.#3, 209.34 acres Boone County	WV	State of West Virginia	1/20/2015	1/20/2016	Lexon/Smith Manus
001016454-4	Corridor G	Hobet Mining, LLC	\$ 884,760.00	Reclamation	Permit #S-5011-01, 303.0 acres Lincoln County	WV	State of West Virginia	1/20/2015	1/20/2016	Lexon/Smith Manus
001016457-4	Corridor G	Hobet Mining, LLC	\$ 27,560.00	Reclamation	Permit #U-5005-99, 12.10 acres Boone County	WV	State of West Virginia	1/20/2015	1/20/2016	Lexon/Smith Manus
001016458-4	Corridor G	Hobet Mining, LLC	\$ 5,000.00	Gas Well	Oil and Gas Bond for Single Well - Permit No. 47-043-00630	WV	State of West Virginia	1/20/2015	1/20/2016	Lexon/Smith Manus
001016459-4	Corridor G	Hobet Mining, LLC	\$ 5,000.00	Gas Well	Oil and Gas Bond for Single Well - Permit No. 47-043-00629	WV	State of West Virginia	1/20/2015	1/20/2016	Lexon/Smith Manus
01007376-4	Corridor G	Hobet Mining, LLC	\$ 5,000.00	Gas Well	Gas Well Bond-API No. 47-043-03052	WV	State of West Virginia	8/17/2014	8/17/2015	Lexon/Smith Manus
01007377-4	Corridor G	Hobet Mining, LLC	\$ 5,000.00	Gas Well	Gas Well Bond-API No. 47-043-00545	WV	State of West Virginia	8/17/2014	8/17/2015	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal(s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
01007398-4	Corridor G	Hobet Mining, LLC	\$ 50,000.00	Reclamation	Permit #S-5002-03, Incr.#1, 9.76 acres Lincoln County	WV	State of West Virginia	9/7/2014	9/7/2015	Lexon/Smith Manus
01027149-7	Corridor G	Hobet Mining, LLC	\$ 81,760.00	Reclamation	Permit #S-5002-07, Incr.#1, 28 acres Lincoln County	WV	West Virginia Department of Environmental Protection	10/24/2014	10/24/2015	Lexon/Smith Manus
01033765-7	Corridor G	Hobet Mining, LLC	\$ 880,000.00	Reclamation	Permit #S-5011-01, Amend #1, 176 acres Lincoln County	WV	West Virginia Department of Environmental Protection	1/15/2015	1/15/2016	Lexon/Smith Manus
01033766-7	Corridor G	Hobet Mining, LLC	\$ 1,676,080.00	Reclamation	Permit #S-5002-07, 574 acres Lincoln County	WV	West Virginia Department of Environmental Protection	1/15/2015	1/15/2016	Lexon/Smith Manus
01057648-5	Corridor G	Hobet Mining, LLC	\$ 1,210,000.00	Reclamation	Permit #S-5033-08, Incr.#2, 242 acres Lincoln County	WV	West Virginia Department of Environmental Protection	11/3/2014	11/3/2015	Lexon/Smith Manus
01059329-4	Corridor G	Hobet Mining, LLC	\$ 55,000.00	Reclamation	Permit #S-5008-06 IBR No. 2, 11.0 acres Lincoln County	WV	West Virginia Department of Environmental Protection	7/18/2014	7/18/2015	Lexon/Smith Manus
01084095-3	Corridor G	Hobet Mining, LLC	\$ 630,240.00	Reclamation	Permit No. S-5011-01, 303 acres Lincoln County	WV	West Virginia Department of Environmental Protection	3/20/2015	3/20/2016	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal(s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
01100039-1	Corridor G	Hobet Mining, LLC	\$ 1,230,000.00	Reclamation	Permit #S-5012-12, 246 acres Jefferson and Harts Creek District, Lincoln County	WV	West Virginia Department of Environmental Protection	10/1/2014	10/1/2015	Lexon/Smith Manus
11016247-4	Corridor G	Hobet Mining, LLC	\$ 95,920.00	Performance	Permit #S-5004 Mitigation and Compensation Agreement, .477 acres Boone and Lincoln County	WV	West Virginia DEP Stream Restoration Fund	9/27/2014	9/27/2015	Lexon/Smith Manus
K08443257	Corridor G	Robin Land Company, LLC	\$ 5,000.00	Gas Well	Single Gas Well	WV	State of West Virginia	10/28/2014	10/28/2015	Westchester Fire Insurance Company
333634	Federal	Eastern Associated Coal Corp.	\$ 50,000.00	Gas Well	Reclamation Permit # Blanket Oil and Gas Well Bond	WV	State of West Virginia	12/22/2014	12/22/2015	Travelers Casualty and Surety Company of America
400JY8303	Federal	Eastern Associated Coal Corp.	\$ 50,000.00	Road Restoration/Maintenance	Relocate portion of Rt. 17 over Rt. 8	WV	State of West Virginia	1/23/2015	1/23/2016	St. Paul Fire and Marine Insurance Company
8205-65-52	Federal	Eastern Associated Coal, LLC	\$ 377,140.00	Mine Closure/Post Closure	Reclamation Permit No. O-23-83	WV	State of West Virginia	1/23/2015	1/23/2016	Federal Insurance Company
8205-65-53	Federal	Eastern Associated Coal, LLC	\$ 150,080.00	Mine Closure/Post Closure	Reclamation Permit No. O-124-83	WV	State of West Virginia	1/23/2015	1/23/2016	Federal Insurance Company
8205-65-54	Federal	Eastern Associated Coal, LLC	\$ 579,040.00	Mine Closure/Post Closure	Reclamation Permit No. O-1010-86	WV	State of West Virginia	1/23/2015	1/23/2016	Federal Insurance Company
8214-18-91	Federal	Eastern Associated Coal, LLC	\$ 39,160.00	Mine Closure/Post Closure	Reclamation Permit #U-19-83, IBR #76	WV	State of West Virginia	10/3/2014	10/3/2015	Federal Insurance Company

Bond Numbers	Mining Complex	Principal(s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
SUR0013600	Federal	Eastern Associated Coal, LLC	\$ 17,800.00	Mine Closure/Post Closure	Permit U-19-83 IBR #79	WV	State of West Virginia	3/3/2015	3/3/2016	Argonaut Insurance Company
01062455-4	Federal	Eastern Associated Coal, LLC	\$ 1,324,320.00	Reclamation	Permit #U0019-83, 363.3 Monongalia County	WV	West Virginia Department of Environmental Protection	6/5/2015	6/5/2016	Lexon/Smith Manus
01084084-3	Federal	Eastern Associated Coal, LLC	\$ 7,120.00	Reclamation	Permit #U-19-83, IBR No. 80, 2 acres Monongalia County	WV	West Virginia Department of Environmental Protection	3/13/2015	3/13/2016	Lexon/Smith Manus
01084594-2	Federal	Eastern Associated Coal, LLC	\$ 39,160.00	Reclamation	Permit #U-19-83, IBR No. 81, 11 acres Monongalia County	WV	West Virginia Department of Environmental Protection	9/3/2014	9/3/2015	Lexon/Smith Manus
01099575-2	Federal	Eastern Associated Coal, LLC	\$ 28,040.00	Reclamation	Permit #U-19-83, 13 acres Monongalia County	WV	West Virginia Department of Environmental Protection	11/12/2014	11/12/2015	Lexon/Smith Manus
01100034-1	Federal	Eastern Associated Coal, LLC	\$ 3,640.00	Reclamation	Permit #U-0019-83, IBR 79, 1 acre Battelle/Clay Monongalia County	WV	West Virginia Department of Environmental Protection	9/16/2014	9/16/2015	Lexon/Smith Manus
11114397-1	Federal	Eastern Associated Coal, LLC	\$ 21,560.00	Reclamation	Permit #0101086, 6.70 acres Monongalia County	WV	West Virginia Department of Environmental Protection	2/10/2015	2/10/2016	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
021-001041	Heritage	Heritage Coal Company LLC	\$ 80,000.00	Right of Way	One-corridor 10 feet in width and 50 feet in length will cross the right-of-way and centerline of House Bridge Road	KY	Commonwealth of Kentucky	4/7/2015	4/7/2016	Indemnity National Insurance Company
021-001101	Heritage	Heritage Coal Company LLC	\$ 15,600.00	Mine Closure/Post Closure	Reclamation Permit #892-5000, Inc. #3	KY	Commonwealth of Kentucky	2/27/2015	2/27/2016	Indemnity National Insurance Company
021-001102	Heritage	Heritage Coal Company LLC	\$ 275,400.00	Mine Closure/Post Closure	Reclamation Permit #892-5000, Inc. #4	KY	Commonwealth of Kentucky	2/27/2015	2/27/2016	Indemnity National Insurance Company
021-001103	Heritage	Heritage Coal Company LLC	\$ 388,700.00	Mine Closure/Post Closure	Reclamation Permit #892-5000, Inc. #5	KY	Commonwealth of Kentucky	2/27/2015	2/27/2016	Indemnity National Insurance Company
021-001104	Heritage	Heritage Coal Company LLC	\$ 209,400.00	Mine Closure/Post Closure	Reclamation	KY	Commonwealth of Kentucky	2/27/2015	2/27/2016	Indemnity National Insurance Company
021-001105	Heritage	Heritage Coal Company LLC	\$ 69,900.00	Mine Closure/Post Closure	Reclamation Permit #892-5000, Inc. #7	KY	Commonwealth of Kentucky	2/27/2015	2/27/2016	Indemnity National Insurance Company
SUR0013599	Heritage	Heritage Coal Company LLC	\$ 374,375.00	Mine Closure/Post Closure	Reclamation - Permit D-0325	OH	State of Ohio	2/23/2015	2/23/2016	Argonaut Insurance Company
01033798-7	Heritage	Heritage Coal Company, LLC	\$ 3,070,034.00	Reclamation	Reclamation Bond - Permit #34	IL	State of Illinois DNR	2/25/2015	2/25/2016	Lexon/Smith Manus
01084578-2	Heritage	Heritage Coal Company, LLC	\$ 2,500.00	Reclamation	Encroachment Permit Bond - Permit # A02-2013-00197 - Union County	KY	Kentucky Transportation Cabinet	7/3/2014	7/3/2015	Lexon/Smith Manus



Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
400FN6367	Heritage	Peabody Coal Company	\$ 10,000.00	Road Restoration/Maintenance	Closing a portion of Road 26 North in Vigo County, IN	IN	Board of Commissioners of Vigo County, Indiana	6/8/2015	6/8/2016	Travelers Casualty and Surety Company of America
400FP4133	Heritage	Peabody Coal Company	\$ 20,000.00	Road Restoration/Maintenance	Cool Springs Wysox Rd, Ohio County, KY	KY	Ohio County, Kentucky	2/24/2015	2/24/2016	Travelers Casualty and Surety Company of America
929178832	Heritage	Peabody Coal Company	\$ 1,750,000.00	Performance	Groundwater Monitoring and Mitigation Plan	IL	Saline Valley Conservancy District	1/17/2015	1/17/2016	National Fire Insurance Company of Hartford
124051249 / 9264220	Heritage	Peabody Coal Company	\$ 30,000.00	Road Restoration/Maintenance	East Dutch Hill School Road	IL	Lenzburg Township Road District	12/19/2014	12/19/2015	National Fire Insurance Company of Hartford
400GZ6425	Heritage	Vogue Central Shop - Peabody Coal Company	\$ 1,000.00	Right of Way	Kentucky Highway Use Bond	KY	Commonwealth of Kentucky	2/28/2015	2/28/2016	Travelers Casualty and Surety Company of America
103981946	Jupiter	Jupiter Holdings, LLC	\$ 962,240.00	Mine Closure/Post Closure	Reclamation Permit #S-5009-00 (Incr. #2)	WV	State of West Virginia	9/27/2014	9/27/2015	Travelers Casualty and Surety Company of America
103982038	Jupiter	Jupiter Holdings, LLC	\$ 298,800.00	Mine Closure/Post Closure	Reclamation Permit #U-5024-99	WV	State of West Virginia	9/27/2014	9/27/2015	Travelers Casualty and Surety Company of America
103982039	Jupiter	Jupiter Holdings, LLC	\$ 139,440.00	Mine Closure/Post Closure	Reclamation Permit #U-5024-99 IBR #7	WV	State of West Virginia	9/27/2014	9/27/2015	Travelers Casualty and Surety Company of America
SUR0000331	Jupiter	Jupiter Holdings, LLC	\$ 1,285,000.00	Mine Closure/Post Closure	Reclamation, Permit No. P-605	WV	State of West Virginia	3/20/2015	3/20/2016	Argonaut Insurance Company
SUR0000333	Jupiter	Jupiter Holdings, LLC	\$ 2,789,720.00	Mine Closure/Post Closure	Reclamation, Permit S-5009-00	WV	State of West Virginia	3/20/2015	3/20/2016	Argonaut Insurance Company

Bond Numbers	Mining Complex	Principal(s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
01100016-1	Kanawha Eagle	Kanawha Eagle Coal, LLC	\$ 2,920.00	Reclamation	Permit #S-3001-95, IBR No. 7, 1 acre Kanawha County	WV	West Virginia Department of Environmental Protection	7/1/2014	7/1/2015	Lexon/Smith Manus
104729848	Logan County	Apogee Coal Company, LLC	\$ 1,720.00	Mine Closure/Post Closure	Reclamation Permit #U-32-83, IBR 1	WV	State of West Virginia	5/3/2015	5/3/2016	Travelers Casualty and Surety Company of America
104729858	Logan County	Apogee Coal Company, LLC	\$ 100,000.00	Right of Way	County Route 14 Bridge	WV	State of West Virginia	8/17/2014	8/17/2015	Travelers Casualty and Surety Company of America
104729863	Logan County	Apogee Coal Company, LLC	\$ 388,120.00	Performance	Proposed Compensation and Mitigation Agreement	WV	State of West Virginia	11/2/2014	11/2/2015	Travelers Casualty and Surety Company of America
104729883	Logan County	Apogee Coal Company, LLC	\$ 60,000.00	Mine Closure/Post Closure	Reclamation Permit #S-5006-05, IBR #1	WV	State of West Virginia	3/7/2015	3/7/2016	Travelers Casualty and Surety Company of America
104729897	Logan County	Apogee Coal Company, LLC	\$ 30,000.00	Mine Closure/Post Closure	Reclamation Permit #S-5006-05	WV	State of West Virginia	8/10/2014	8/10/2015	Travelers Casualty and Surety Company of America
105023495	Logan County	Apogee Coal Company, LLC	\$ 55,000.00	Mine Closure/Post Closure	Reclamation Permit #S-5006-05 / IBR No. 3	WV	State of West Virginia	2/19/2015	2/19/2016	Travelers Casualty and Surety Company of America
105023498	Logan County	Apogee Coal Company, LLC	\$ 5,160.00	Mine Closure/Post Closure	Reclamation Permit #U-32-83 / Incr. #1	WV	State of West Virginia	3/3/2015	3/3/2016	Travelers Casualty and Surety Company of America
105023499	Logan County	Apogee Coal Company, LLC	\$ 17,200.00	Mine Closure/Post Closure	Reclamation Permit #U-32-83 / Incr. #2	WV	State of West Virginia	3/3/2015	3/3/2016	Travelers Casualty and Surety Company of America

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
SUR0000334	Logan County	Apogee Coal Company, LLC	\$ 4,005,000.00	Mine Closure/Post Closure	Reclamation, Permit No. S-5006-05	WV	State of West Virginia	3/20/2015	3/20/2016	Argonaut Insurance Company
SUR00010324	Logan County	Apogee Coal Company, LLC	\$ 1,310,000.00	Mine Closure/Post Closure	Reclamation, Permit No. S-5006-05	WV	State of West Virginia	9/15/2014	9/15/2015	Argonaut Insurance Company
01058011-5	Logan County	Apogee Coal Company, LLC	\$ 4,702,720.00	Reclamation	Permit # S-5005-93, Rev. #21/Renewal #3, 1336 acres, Logan County -	WV	West Virginia Department of Environmental Protection	3/25/2015	3/25/2016	Lexon/Smith Manus
01062289-4	Logan County	Apogee Coal Company, LLC	\$ 3,920,000.00	Reclamation	Permit #S-5007-01, Incr.#1, 784 acres Logan County	WV	West Virginia Department of Environmental Protection	4/3/2015	4/3/2016	Lexon/Smith Manus
01062290-4	Logan County	Apogee Coal Company, LLC	\$ 1,605,000.00	Reclamation	Permit #S-5007-01, Incr.#2, 321 acres Logan County	WV	West Virginia Department of Environmental Protection	4/3/2015	4/3/2016	Lexon/Smith Manus
01062291-4	Logan County	Apogee Coal Company, LLC	\$ 150,000.00	Reclamation	Permit #S-5007-01, Incr.#3, 30 acres Logan County	WV	West Virginia Department of Environmental Protection	4/3/2015	4/3/2016	Lexon/Smith Manus
01062292-4	Logan County	Apogee Coal Company, LLC	\$ 1,719,120.00	Reclamation	Permit #S-5079-86, Incr.#1, 494 acres Logan County	WV	West Virginia Department of Environmental Protection	4/3/2015	4/3/2016	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
01062293-4	Logan County	Apogee Coal Company, LLC	\$ 650,760.00	Reclamation	Permit #S-5079-86, Incr.#2, 187 acres Logan County	WV	West Virginia Department of Environmental Protection	4/3/2015	4/3/2016	Lexon/Smith Manus
01062294-4	Logan County	Apogee Coal Company, LLC	\$ 180,960.00	Reclamation	Permit #S-5079-86, Incr.#3, 52 acres Logan County	WV	West Virginia Department of Environmental Protection	4/3/2015	4/3/2016	Lexon/Smith Manus
105023504	Logan County	Coyote Coal Company, LLC	\$ 55,000.00	Mine Closure/Post Closure	Reclamation Permit #S500907	WV	State of West Virginia	3/21/2015	3/21/2016	Travelers Casualty and Surety Company of America
01024519-8	Mountain View	Mountain View Coal Co., LLC	\$ 25,000.00	Reclamation	WV Reclamation - Permit #D-0031-82 - 24.59 Acres - Sherman District - Boone County - Near Orgas	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus
01024522-8	Mountain View	Mountain View Coal Co., LLC	\$ 10,000.00	Reclamation	WV Reclamation - Permit #H-0370-00 - 21.29 Acres - Sherman District - Boone County - Near Orgas	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus
01024523-8	Mountain View	Mountain View Coal Co., LLC	\$ 10,000.00	Reclamation	WV Reclamation - Permit #H-0397-00 - 10.0 Acres - Valley-Cabin Creek - Fayette/Kanawha County - Near Montgomery	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus

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01024527-8	Mountain View	Mountain View Coal Co., LLC	\$ 54,000.00	Reclamation	WV Reclamation - Permit #O-0021-82 - 53.30 Acres - Sherman District - Boone County - Near Orgas	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus
01024529-8	Mountain View	Mountain View Coal Co., LLC	\$ 33,000.00	Reclamation	WV Reclamation - Permit #R-0753-00 - 112.65 Acres - Sherman District - Boone County - Near Orgas	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus
01024530-8	Mountain View	Mountain View Coal Co., LLC	\$ 28,750.00	Reclamation	WV Reclamation - Permit #S-0038-76 - 150.0 Acres - Cabin Creek District - Kanawha County - Near Chelyan	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus
01024531-8	Mountain View	Mountain View Coal Co., LLC	\$ 64,750.00	Reclamation	WV Reclamation - Permit #S-0038-80 - 253.42 - Sherman District - Boone County - Near Orgas	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus
01024532-8	Mountain View	Mountain View Coal Co., LLC	\$ 202,000.00	Reclamation	WV Reclamation - Permit #S-0103-80 - 201.0 Acres - Sherman District - Boone County - Near Orgas	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
01024533-8	Mountain View	Mountain View Coal Co., LLC	\$ 88,000.00	Reclamation	WV Reclamation - Permit #S-0141-79 - 220.0 Acres - Cabin Creek/Valley District - Kanawha/Fayette County - Near Montgomery	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus
01024534-8	Mountain View	Mountain View Coal Co., LLC	\$ 59,000.00	Reclamation	WV Reclamation - Permit #S-0193-77 - 158.81 Acres - Sherman District - Boone County - Near Orgas	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus
01024535-8	Mountain View	Mountain View Coal Co., LLC	\$ 12,750.00	Reclamation	WV Reclamation - Permit #S-0218-75 - 80.0 Acres - Sherman District - Boone County - Near Orgas	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus
01024536-8	Mountain View	Mountain View Coal Co., LLC	\$ 29,750.00	Reclamation	WV Reclamation - Permit #S-0268-76 - 125.72 Acres - Cabin Creek District - Kanawha County - Near Chelyan	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus
01024537-8	Mountain View	Mountain View Coal Co., LLC	\$ 403,000.00	Reclamation	WV Reclamation - Permit #S-6015-86 - 412.81 Acres - Sherman District - Boone County - Near Orgas	WV	West Virginia Department of Environmental Protection	1/11/2015	1/11/2016	Lexon/Smith Manus
104729882	Paint Creek	Catenary Coal Company	\$ 32,800.00	Mine Closure/Post Closure	Reclamation Permit #S-3035-93, IBR #9	WV	State of West Virginia	3/6/2015	3/6/2016	Travelers Casualty and Surety Company of America

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1000837609	Paint Creek	Catenary Coal Company, LLC	\$ 2,837,560.00	Mine Closure/Post Closure	Reclamation - Permit S-3004-95	WV	State of West Virginia	5/10/2015	5/10/2016	U.S. Specialty Insurance Company
1000837610	Paint Creek	Catenary Coal Company, LLC	\$ 8,317,440.00	Mine Closure/Post Closure	Reclamation Permit S-3004-95	WV	State of West Virginia	5/10/2015	5/10/2016	U.S. Specialty Insurance Company
1000837611	Paint Creek	Catenary Coal Company, LLC	\$ 3,560,000.00	Mine Closure/Post Closure	Reclamation Permit S-3008-00	WV	State of West Virginia	5/10/2015	5/10/2016	U.S. Specialty Insurance Company
1000837612	Paint Creek	Catenary Coal Company, LLC	\$ 1,670,000.00	Mine Closure/Post Closure	Reclamation Permit S-3015-02	WV	State of West Virginia	5/10/2015	5/10/2016	U.S. Specialty Insurance Company
1000837613	Paint Creek	Catenary Coal Company, LLC	\$ 8,401,440.00	Mine Closure/Post Closure	Reclamation Permit S-3024-90	WV	State of West Virginia	5/10/2015	5/10/2016	U.S. Specialty Insurance Company
105023492	Paint Creek	Catenary Coal Company, LLC	\$ 242,760.00	Mine Closure/Post Closure	Reclamation Permit #S-3035-93 Amend. 4	WV	State of West Virginia	2/5/2015	2/5/2016	Travelers Casualty and Surety Company of America
001016461-4	Paint Creek	Catenary Coal Company, LLC	\$ 3,690,000.00	Reclamation	Permit #S-3010-00, 737.75 acres Boone County	WV	State of West Virginia	1/20/2015	1/20/2016	Lexon/Smith Manus
001016464-4	Paint Creek	Catenary Coal Company, LLC	\$ 605,600.00	Reclamation	Compensation Agreement - Permit #S-3010-00	WV	West Virginia Division of Environmental Protection	1/20/2015	1/20/2016	Lexon/Smith Manus
01007292-4	Paint Creek	Catenary Coal Company, LLC	\$ 43,160.00	Reclamation	Permit #S-3035-93, 13.80 acres Kanawha County	WV	State of West Virginia	7/23/2014	7/23/2015	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
01027133-7	Paint Creek	Catenary Coal Company, LLC	\$ 217,120.00	Reclamation	Permit S-3030-07, Incr.#1, 92 acres Boone County	WV	West Virginia Department of Environmental Protection	10/8/2014	10/8/2015	Lexon/Smith Manus
01033854-7	Paint Creek	Catenary Coal Company, LLC	\$ 739,680.00	Reclamation	Permit #S-3004-08, 276.0 acres, Clear Fork/Sherman District Kanawha County	WV	West Virginia Department of Environmental Protection	3/10/2015	3/10/2016	Lexon/Smith Manus
01084087-3	Paint Creek	Catenary Coal Company, LLC	\$ 14,720.00	Reclamation	Permit #S-3024-90, IBR No. 5, 4.06 acres Kanawha/Boone County	WV	West Virginia Department of Environmental Protection	3/13/2015	3/13/2016	Lexon/Smith Manus
01100028-1	Paint Creek	Catenary Coal Company, LLC	\$ 75,000.00	Reclamation	Permit No. S-3015-02, IBR No. 4, 15.00 acres Boone County	WV	West Virginia Department of Environmental Protection	7/25/2014	7/25/2015	Lexon/Smith Manus
01100032-1	Paint Creek	Catenary Coal Company, LLC	\$ 2,680.00	Reclamation	Permit #S-3004-08, 1 acre, Sherman, Boone County	WV	West Virginia Department of Environmental Protection	9/16/2014	9/16/2015	Lexon/Smith Manus
104729851	Paint Creek	Wildcat, LLC	\$ 565,000.00	Mine Closure/Post Closure	Reclamation Permit S-3006-00 Inc #5	WV	State of West Virginia	5/18/2015	5/18/2016	Travelers Casualty and Surety Company of America
104729852	Paint Creek	Wildcat, LLC	\$ 475,000.00	Mine Closure/Post Closure	Reclamation Permit S-3006-00 Inc #4	WV	State of West Virginia	5/18/2015	5/18/2016	Travelers Casualty and Surety Company of America



Bond Numbers	Mining Complex	Principal(s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
104990096	Paint Creek	Wildcat, LLC	\$ 104,880.00	Mine Closure/Post Closure	Reclamation Permit #U-3011-01	WV	State of West Virginia	10/8/2014	10/8/2015	Travelers Casualty and Surety Company of America
SUR0000329	Paint Creek	Wildcat, LLC	\$ 1,105,000.00	Mine Closure/Post Closure	Reclamation Permit # S-3006-00, Inc. #3	WV	State of West Virginia	3/20/2015	3/20/2016	Argonaut Insurance Company
SUR0000330	Paint Creek	Wildcat, LLC	\$ 1,790,000.00	Mine Closure/Post Closure	Reclamation, Permit No. S-3006-00	WV	State of West Virginia	3/20/2015	3/20/2016	Argonaut Insurance Company
01099595-2	Paint Creek	Wildcat, LLC	\$ 5,000.00	Reclamation	Permit #S-3006-00, 1.0 acre Kanawha/Boone Counties	WV	West Virginia Department of Environmental Protection	1/10/2015	1/10/2016	Lexon/Smith Manus
104197223	Remington	Remington, LLC	\$ 102,000.00	Mine Closure/Post Closure	Reclamation Permit #U-64-83	WV	State of West Virginia	9/27/2014	9/27/2015	Travelers Casualty and Surety Company of America
104197224	Remington	Remington, LLC	\$ 612,000.00	Mine Closure/Post Closure	Reclamation Permit #U-80-83	WV	State of West Virginia	9/27/2014	9/27/2015	Travelers Casualty and Surety Company of America
01037836-6	Remington	Remington, LLC	\$ 30,600.00	Reclamation	Permit #U-80-83, IBR#19, 8.75 acres Kanawha/Boone County	WV	West Virginia Department of Environmental Protection	3/2/2015	3/2/2016	Lexon/Smith Manus
01084595-2	Remington	Remington, LLC	\$ 34,000.00	Reclamation	Permit #U-80-83, IBR No. 20, 9.71 acres Kanawha/Boone County	WV	West Virginia Department of Environmental Protection	8/1/2014	8/1/2015	Lexon/Smith Manus
8206-73-48	Rocklick	Eastern Associated Coal, LLC	\$ 943,400.00	Mine Closure/Post Closure	Reclamation Permit #O-19-83	WV	State of West Virginia	1/28/2015	1/28/2016	Federal Insurance Company

Bond Numbers	Mining Complex	Principal(s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
01062297-4	Rocklick	Eastern Associate d Coal, LLC	\$ 3,560.00	Reclamation	Permit #O-19-83, 1 acre Wyoming County	WV	West Virginia Department of Environmental Protection	4/11/2015	4/11/2016	Lexon/Smith Manus
105044644	Tygart	Heritage Coal Company LLC	\$ 364,080.00	Mine Closure/Post Closure	Reclamation Permit No. R-0746-00	WV	State of West Virginia	2/8/2015	2/8/2016	Travelers Casualty and Surety Company of America
105044645	Tygart	Heritage Coal Company LLC	\$ 781,440.00	Mine Closure/Post Closure	Reclamation Permit No. O-1001-87	WV	State of West Virginia	2/8/2015	2/8/2016	Travelers Casualty and Surety Company of America
105044646	Tygart	Heritage Coal Company LLC	\$ 368,560.00	Mine Closure/Post Closure	Reclamation Permit No. E-0125-00	WV	State of West Virginia	2/8/2015	2/8/2016	Travelers Casualty and Surety Company of America
105044647	Tygart	Heritage Coal Company LLC	\$ 37,000.00	Mine Closure/Post Closure	Reclamation Permit No. R-0747-00	WV	State of West Virginia	2/8/2015	2/8/2016	Travelers Casualty and Surety Company of America
104991465	Wells	Black Stallion Coal Company, LLC	\$ 41,480.00	Mine Closure/Post Closure	Reclamation Permit #U-5010-05	WV	State of West Virginia	11/19/2014	11/19/2015	Travelers Casualty and Surety Company of America
8214-19-51	Wells	Black Stallion Coal Company, LLC	\$ 222,440.00	Mine Closure/Post Closure	Reclamation Permit U-5023-08	WV	State of West Virginia	4/17/2015	4/17/2016	Federal Insurance Company
01084085-3	Wells	Black Stallion Coal Company, LLC	\$ 93,800.00	Reclamation	Permit #U-5023-08, IBR No. 1, 34.4 acres Boone County	WV	West Virginia Department of Environmental Protection	3/13/2015	3/13/2016	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
104991474	Wells	Colony Bay Coal Company LLC	\$ 259,000.00	Mine Closure/Post Closure	Reclamation - Permit H-0224-00	WV	State of West Virginia	12/6/2014	12/6/2015	Travelers Casualty and Surety Company of America
105044679	Wells	Colony Bay Coal Company LLC	\$ 756,960.00	Mine Closure/Post Closure	Reclamation Permit #S-0007-81	WV	State of West Virginia	5/5/2015	5/5/2016	Travelers Casualty and Surety Company of America
8214-18-56	Wells	Colony Bay Coal Company LLC	\$ 48,640.00	Mine Closure/Post Closure	Reclamation Permit #S-0007-81	WV	State of West Virginia	6/12/2015	6/12/2016	Federal Insurance Company
8214-19-18	Wells	Colony Bay Coal Company LLC	\$ 54,720.00	Mine Closure/Post Closure	Reclamation Permit # S-0007-81	WV	State of West Virginia	12/22/2014	12/22/2015	Federal Insurance Company
8214-19-30	Wells	Colony Bay Coal Company LLC	\$ 88,000.00	Mine Closure/Post Closure	Reclamation, Permit No. S-5022-94	WV	State of West Virginia	1/23/2015	1/23/2016	Federal Insurance Company
SUR0000336	Wells	Colony Bay Coal Company LLC	\$ 2,781,600.00	Mine Closure/Post Closure	Reclamation Permit S-0007-81	WV	State of West Virginia	3/20/2015	3/20/2016	Argonaut Insurance Company
SUR0000337	Wells	Colony Bay Coal Company LLC	\$ 2,548,480.00	Mine Closure/Post Closure	Reclamation Permit #S-5022-94	WV	State of West Virginia	3/20/2015	3/20/2016	Argonaut Insurance Company
8206-73-46	Wells	Eastern Associated Coal, LLC	\$ 77,000.00	Mine Closure/Post Closure	Reclamation Permit No. H-534	WV	State of West Virginia	1/28/2015	1/28/2016	Federal Insurance Company
8206-77-14	Wells	Eastern Associated Coal, LLC	\$ 50,600.00	Mine Closure/Post Closure	Reclamation Permit No. U-144-82	WV	State of West Virginia	1/28/2015	1/28/2016	Federal Insurance Company
8213-61-64	Wells	Eastern Associated Coal, LLC	\$ 296,000.00	Mine Closure/Post Closure	Reclamation Permit No. S-0087-80	WV	State of West Virginia	1/28/2015	1/28/2016	Federal Insurance Company

Bond Numbers	Mining Complex	Principal(s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
8213-61-67	Wells	Eastern Associated Coal, LLC	\$ 148,400.00	Mine Closure/Post Closure	Reclamation Permit No. U-150-82	WV	State of West Virginia	1/28/2015	1/28/2016	Federal Insurance Company
01062463-3	Wells	Hillside Mining Company LLC	\$ 22,960.00	Reclamation	Permit #U-5049-92, Increment No. 3, 13.77 acres Boone County	WV	West Virginia Department of Environmental Protection	7/2/2014	7/2/2015	Lexon/Smith Manus
01062464-3	Wells	Hillside Mining Company LLC	\$ 11,480.00	Reclamation	Permit #U-5049-92, Increment No. 2, 6.59 acres Boone County	WV	West Virginia Department of Environmental Protection	7/2/2014	7/2/2015	Lexon/Smith Manus
01084356-3	Wells	Hillside Mining Company LLC	\$ 187,013.00	Reclamation	Permit #U-5049-92, Inc.#2, Hillside 3-Chilton A Mine	WV	West Virginia Department of Environmental Protection	6/25/2015	6/25/2016	Lexon/Smith Manus
01084357-3	Wells	Hillside Mining Company LLC	\$ 284,660.00	Reclamation	Permit #U-5049-92, Inc.#3, Hillside 3-Chilton A Mine	WV	West Virginia Department of Environmental Protection	6/25/2015	6/25/2016	Lexon/Smith Manus
01114440-1	Wells	Hillside Mining Company LLC	\$ 31,920.00	Reclamation	Permit #E012000, 20.26 acres Raleigh/Wyoming County	WV	West Virginia Department of Environmental Protection	3/1/2015	3/1/2016	Lexon/Smith Manus
01114441-1	Wells	Hillside Mining Company LLC	\$ 15,000.00	Reclamation	Permit #000582, 14.64 acres, Raleigh County	WV	West Virginia Department of Environmental Protection	3/1/2015	3/1/2016	Lexon/Smith Manus

Bond Numbers	Mining Complex	Principal (s)	Bond Amount	Bond Type	Bond Description	State Of Obligation	Obligee(s)	Bond Effective Date	Bond Expiration Date	Surety Names
01114442-1	Wells	Hillside Mining Company LLC	\$ 31,000.00	Reclamation	Permit #U001883, 30.52 acres, Raleigh County	WV	West Virginia Department of Environmental Protection	3/1/2015	3/1/2016	Lexon/Smith Manus
01114443-1	Wells	Hillside Mining Company LLC	\$ 133,000.00	Reclamation	Permit #U012783, 133 acres Raleigh County	WV	West Virginia Department of Environmental Protection	3/1/2015	3/1/2016	Lexon/Smith Manus
01114444-1	Wells	Hillside Mining Company LLC	\$ 119,720.00	Reclamation	Permit #U400591, 40.74 acres Raleigh/Wyoming County	WV	West Virginia Department of Environmental Protection	3/1/2015	3/1/2016	Lexon/Smith Manus
SUR0013630	Will Scarlet	Will Scarlet Properties LLC	\$ 399,000.00	Mine Closure/Post Closure	Reclamation - Permit No.37	IL	State of Illinois	10/14/2014	10/14/2015	Argonaut Insurance Company
			\$ 133,909,501.00							

**SCHEDULE 1.01(a)(ix)**

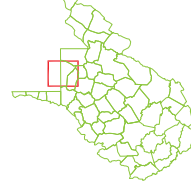
**Purchased Mining Complexes**

Purchased Mining Complexes shall include the mining complexes colloquially known as the following and inside the blue boundaries on the maps attached hereto.

1. Federal
2. Corridor G

MAP LEGEND

FEDERAL NO. 2  
PURCHASED MINING COMPLEX



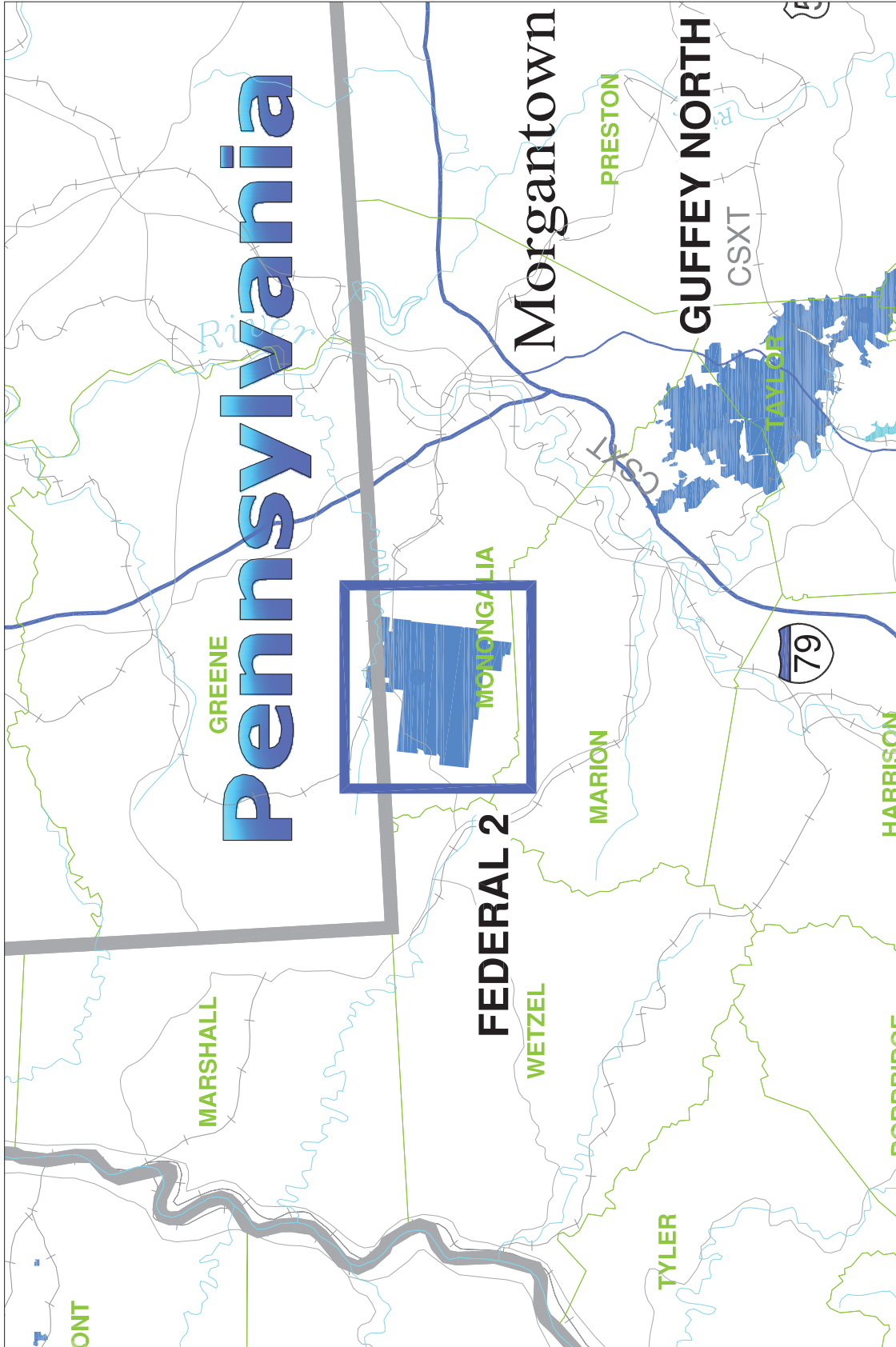
Area of Interest



Scott Depot Office  
63 Corporate Drive  
Scott Depot, WV 26050

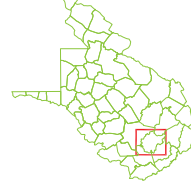
SCHEDULE L.01 (a)(ix)  
FEDERAL NO. 2  
PURCHASED MINING COMPLEX

State: WV  
Date: 8/11/15  
Drawn By: Mining Services  
County: Boone  
Scale: 1" = 3 Miles



MAP LEGEND

CORRIDOR G  
PURCHASED MINING COMPLEX



□ area of interest



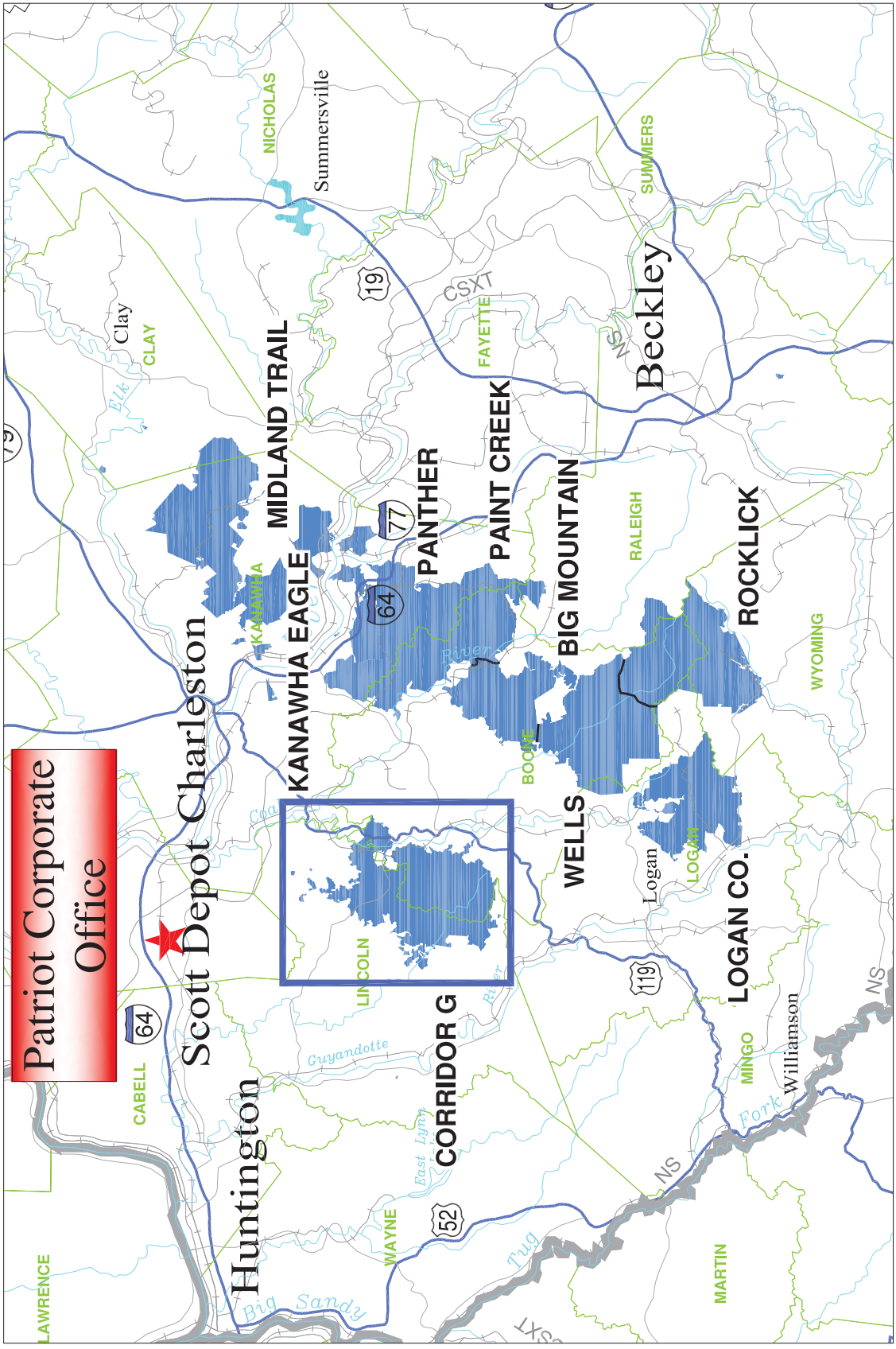
Scott Depot Office  
63 Corporate Drive  
Scott Depot, WV 26050

SCHEDULE L.01 (a)(ix)  
CORRIDOR G

PURCHASED MINING COMPLEX

State: West Virginia  
Date: 8/11/15  
Drawn By: Mining Services  
Scale: 1" = 1 mile

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West Virginia  
County: Boone  
Scale: 1" = 1 mile  
Patriot Coal is a registered trademark of Patriot Coal Corporation.





**SCHEDULE 2.01(c)**

**Equipment and Fixed Assets<sup>1</sup>**

**IT-Related Equipment:**

LocName	Model	Desktop	Laptop	Server	Grand Total
<b>Federal</b>	Latitude E6400		3		3
	Latitude E6410		11		11
	Latitude E6420		3		3
	Latitude E6430		1		1
	OptiPlex 755	1			1
	OptiPlex 9010	6			6
	OptiPlex 9020	3			3
	OptiPlex 960	9			9
	OptiPlex 990	4			4
	Precision M6600		1		1
	Precision WorkStation T3500	4			4
	ProLiant DL380p Gen8				1
<b>Federal Total</b>		<b>27</b>	<b>19</b>	<b>1</b>	<b>47</b>
<b>Hobet</b>	Latitude E6400		1		1
	Latitude E6410		1		1
	Latitude E6420		6		6
	Latitude E6430		4		4
	Latitude E6440		1		1
	OptiPlex 380	1			1
	OptiPlex 745	1			1
	OptiPlex 755	2			2
	OptiPlex 9010	2			2
	OptiPlex 9020	1			1
	OptiPlex 960	3			3
	OptiPlex 990	8			8
	Precision M6500		1		1
	Precision M6600		7		7
	Precision WorkStation T3500	1			1
ProLiant DL380 G7				1	1
<b>Hobet Total</b>		<b>19</b>	<b>21</b>	<b>1</b>	<b>41</b>

<sup>1</sup> Notwithstanding information provided herein, any items that are present above and are also present on the corresponding schedules to that certain Asset Purchase Agreement by and among Blackhawk Mining LLC, Patrot Coal Corporation and the Subsidiaries of Patriot Coal Corporation Listed on Schedule A thereto are not included as a piece of equipment or fixed asset on this schedule. To the extent that they contradict the information contained herein, the Blackhawk schedules control.

<b>Jupiter</b>	Latitude E6430		1		1
<b>Jupiter Total</b>			<b>1</b>		<b>1</b>
<b>Pine Ridge</b>	Latitude E6420		1		1
	OptiPlex 380	1			1
<b>Pine Ridge Total</b>		<b>1</b>	<b>1</b>		<b>2</b>
<b>Tygart River</b>	Latitude E6430		2		2
<b>Tygart River Total</b>			<b>2</b>		<b>2</b>
<b>Grand Total</b>		<b>47</b>	<b>44</b>	<b>2</b>	<b>93</b>

**Fixed Assets:**

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
2847	90	EAGLE U.G. #2	MIDWEST CLOSED	WATERLINES	
2848	90	EAGLE U.G. #2	MIDWEST CLOSED	MITIGATION & MONITOR WELL	
2849	90	EAGLE U.G. #2	MIDWEST CLOSED	GRUNDFOS 475S SUBMERS. PUMP INSTALL IN WELL MA0059790000	
2850	90	EAGLE U.G. #2	MIDWEST CLOSED	WATER LINE FOR WELL SEE MA0059790000	
2851	90	EAGLE U.G. #2	MIDWEST CLOSED	GRUNDFOS 385S SUBMERS. PUMP INSTALL IN WELL MA0059790000	
7325	90	EAGLE U.G. #2	MIDWEST CLOSED	GRUNDFOS 625S SUBMERSIBLE PUMP	
18	755	FEDERAL #2	FEDERAL	RR TRACK-SURFACE 60 LB. OUTSIDE SUPPLY TRACKS TURNOUTS & BALLAST 1968MOBABA F703	
19	755	FEDERAL #2	FEDERAL	BUILDINGS-OFFICE MAIN OFFICE 78 X 50 ADDITION 90 X 20 1968MOBAGA	
20	755	FEDERAL #2	FEDERAL	BLDGS-OFFICE MINE OFFICE & BATHHOUSE 150 X 80 PREFAB STEEL FRAME 1968MOBAGA	
21	755	FEDERAL #2	FEDERAL	BUILDINGS-WAREHOUSE WAREHOUSE 125 X 35 2 STY PREFAB STEEL 1968MOBAGA	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
22	755	FEDERAL #2	FEDERAL	BUILDINGS - WAREHOUSE STORAGE BUILDING 100 FT X 50 FT 1968MOBAGA	
23	755	FEDERAL #2	FEDERAL	BUILDINGS-SHOP MINE SHOP 125 X 70 FT HIGH RF PREFAB STL 1968MOBAGA	
24	755	FEDERAL #2	FEDERAL	BUILDINGS-TRAINING TRAINING BUILDING 70 X 36 ADDITION 12 X 12 1968MOBAGA	
25	755	FEDERAL #2	FEDERAL	TRANS-PRIMARY SUBSTATIONA SHAFT EQUIPPED W/IMMED. ARRESTOR 1968MOBAGA F705	
26	755	FEDERAL #2	FEDERAL	TRANSFORMER-SECONDARY<300 KVA A SHAFT GE 10 KVA 1968MOBAGA F535	FF656633-67P
27	755	FEDERAL #2	FEDERAL	TRANS-SECOND<300 KVA OIL STORAGE BUILDING KUHLMAN 37.5 KVA 1968MOBAGA F541	950015
28	755	FEDERAL #2	FEDERAL	TRANSFORMER-SECONDARY<300 KVA C-SHAFT WESTINGHOUSE 10 KVA 1968MOBAGIF662	2033064
29	755	FEDERAL #2	FEDERAL	TRANSFORMER-SECONDARY<300 KVA C-SHAFT GE 37.5 KVA 1968MOBAGIF554	G906648-67Y
30	755	FEDERAL #2	FEDERAL	TRANS-SECOND<300 KVA C SHAFT SPARE WESTINGHOUSE 112.5KVA 1968MOBAGIF614	C652819-58P
31	755	FEDERAL #2	FEDERAL	TRANSFORMER-SECONDARY<300 KVA GE 100 KVA 1968MOBAGIF550	G889143-67Y
32	755	FEDERAL #2	FEDERAL	TRANSFORMER-SECONDARY<300 KVA GE 100 KVA 1968MOBAGIF549	G889144-67Y

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
33	755	FEDERAL #2	FEDERAL	TRANSFORMER-SECONDARY<300 KVA C-SHAFT GE 37.5 KVA 1968MOBAGIF552	G906646-67Y
34	755	FEDERAL #2	FEDERAL	TRANSFORMER-SECONDARY<300 KVA C SHAFT GE 37.5 KVA 1968MOBAGIF553	G552190-66Y
35	755	FEDERAL #2	FEDERAL	TRANSFORMER-SECONDARY<300 KVA ALLIS CHALMERS 1968MOBAGA F524	2304257
36	755	FEDERAL #2	FEDERAL	TRANSFORMER-SECONDARY<300 KVA ALLIS CHALMERS 1968MOBAGI F525	2294825
37	755	FEDERAL #2	FEDERAL	TRANSFORMER-SECONDARY<300 KVA ALLIS CHALMERS 1968MOBAGI F526	2200040
38	755	FEDERAL #2	FEDERAL	TRANSFORMER-SECONDARY<300 KVA GE 100 KVA 1968MOBAGIF551	G888034-67Y
39	755	FEDERAL #2	FEDERAL	TRANSFORMER SECONDARY 301-500KVA SPARE COMPTON/GE 333 KVA 1968MOBAGI F431	83-8760
40	755	FEDERAL #2	FEDERAL	TRSFORMER-SECONDARY301-500KVA COMPTON/GE 333 KVA 1968MOBAGI F430	81-7733-2
41	755	FEDERAL #2	FEDERAL	TRSFORMER-SECONDARY301-500KVA COMPTON/GE 333 KVA 1968MOBAGA F429	81-7733-1
42	755	FEDERAL #2	FEDERAL	TRSFORMER-SECONDARY301-500KVA SCOTTS RUN UPTEGRAFF 333 KVA 1974MOBAGA F455	1765-71
43	755	FEDERAL #2	FEDERAL	TRSFORMER-SECONDARY301-500KVA SCOTTS RUN UPTEGRAFF 333 KVA 1974MOBAGA F457	1764-71
44	755	FEDERAL #2	FEDERAL	TRSFORMER-SECONDARY301-500KVA SCOTTS RUN UPTEGRAFF 333KVA 1974MOBAGA F456	1766-71

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
45	755	FEDERAL #2	FEDERAL	POWERLINE OVERLAND POWER TRANSMISSION MINE SITE POWER LINES 1968MOBAGA F848	
46	755	FEDERAL #2	FEDERAL	POWER DIST - OTHER B SHAFT METERING STATION 1968MOBAGA F815	
47	755	FEDERAL #2	FEDERAL	POWER DIST - OTHER A SHAFT 2 POWER BOREHOLES 1968MOBAGA F816	
48	755	FEDERAL #2	FEDERAL	U/G - TRACK 60 LBS. 1986MOBAGA F707	
49	755	FEDERAL #2	FEDERAL	U/G - TRACK 85 LBS. (MAIN LINE TRACK) 1986MOBAGA F708	
50	755	FEDERAL #2	FEDERAL	U/G-HOIST: EMERGENCY TIMBERLAND EMERGENCY HOIST SW10-1-300FR 1973MOBAGI F761	77-12856
51	755	FEDERAL #2	FEDERAL	U/G-HOIST: EMERGENCY TIMBERLAND EMERGENCY HOIST SW10-1-300FR 1972MOBAGA F415	78-13009
52	755	FEDERAL #2	FEDERAL	U/G-HOIST: EMERGENCY TIMBERLAND EMERGENCY HOIST SW10-1-300FR 1972MOBAGA F506	74-12540
53	755	FEDERAL #2	FEDERAL	U/G-HOIST: EMERGENCY TIMBERLAND EMERGENCY HOIST SW10-1-300FR 1974MOBAGA F461	74-12421
54	755	FEDERAL #2	FEDERAL	POWER CENTER-1200KV A LINE POWER AEEI 1980MOBAGA	4272-1250-292

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
55	755	FEDERAL #2	FEDERAL	TRSFMER-SECONDARY 1501-2500KVA NON-PCB 22900 VOLT DELTA 1991MOBAGA	SN C9884
56	755	FEDERAL #2	FEDERAL	TRSFMER-SECONDARY 1501-3750KVA C SHAFT ALLMAND 1991MOBAGA	SN-69844-0201
57	755	FEDERAL #2	FEDERAL	TRANSFORMER-MAIN SUBSTATION LABOR&SUPERVISION TO INSTALL 1991MOBAGA	17951-1
58	755	FEDERAL #2	FEDERAL	VENT-FAN AF 1037 FAN (75X41-5/8) INCL. VIBRATION/TEMP. MONITOR 1991MOBAGI	
59	755	FEDERAL #2	FEDERAL	RECTIFIER-500 KW SPEC. #21520-82030792 1992MOBAGA F554	S147B089-01
60	755	FEDERAL #2	FEDERAL	RECTIFIER-500 KW SPEC. #21520-82030792 1992MOBAGA	S147B090-01
61	755	FEDERAL #2	FEDERAL	VENTILATION - FAN 4N AIRSAFT/C SHAFT SPARE FOR NO. 10 FAN SILENCER 1991MOBAGI	
62	755	FEDERAL #2	FEDERAL	VENTILATION - FAN SHOP ELECTRIC MOTOR&STARTER 1250HP 1991MOBAGI	DS-5857-42030
63	755	FEDERAL #2	FEDERAL	CIRCUIT BREAKER - 800 AMP VACUUM CIRCUIT BREAKER 1992MOBAGI	U0825B
64	755	FEDERAL #2	FEDERAL	CIRCUIT BREAKER - 800 AMP VACUUM CIRCUIT BREAKER 1992MOBAGA	U0825A
65	755	FEDERAL #2	FEDERAL	STORAGE BUILDINGS MOTOR BUILDING ADDITION 1997MOBAGA	
66	755	FEDERAL #2	FEDERAL	PLC CONTROL FOR MANHOIST 2001MOBAGA	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
67	755	FEDERAL #2	FEDERAL	MANHOIST CONTROL UPGRADE 2002MOBAGA	
90	755	FEDERAL #2	FEDERAL	CONVEYOR SYSTEM-DRIVE LONG AIRDOX 48 INCH BELT(DRIVE&TERMINAL)GROUP 1991MOBAGA	35-5466
129	755	FEDERAL #2	FEDERAL	2004 FORD TRUCK F150 4X4 LIGHT VEHICLE TRUCK LEASE 2004MOBAGA	1FTRF14554NB6 4791
130	755	FEDERAL #2	FEDERAL	2004 FORD TRUCK F250 4X4 LIGHT VEHICLE TRUCK LEASE 2004MOBAGA	1FTNF21LX4EC9 5626
131	755	FEDERAL #2	FEDERAL	2004 FORD EXPLORER LIGHT DUTY TRUCK LEASE 2004MOBAGA	1FMZU73W14UB 65666
132	755	FEDERAL #2	FEDERAL	2006 FORD F250 4X4 LIGHT DUTY TRUCK LEASE 2005MOBAGA	1FTNF21506EA6 9258
133	755	FEDERAL #2	FEDERAL	2006 FORD F250 4X4 LIGHT DUTY TRUCK LEASE 2006MOBAGA	1FTSW21P16ED8 5000
134	755	FEDERAL #2	FEDERAL	2007 FORD TRUCK F250 4X4 LIGHT DUTY TRUCK LEASE 2006MOBAGA	1FTNF21537EB0 3503
135	755	FEDERAL #2	FEDERAL	2008 FORD F250 4X4 LIGHT DUTY TRUCK LEASE 2007MOBAGA	1FTNF21588EA7 0158
136	755	FEDERAL #2	FEDERAL	2008 FORD F250 4X4 LIGHT DUTY TRUCK LEASE 2007MOBAGA	1FTNF21568EA7 0157
137	755	FEDERAL #2	FEDERAL	2008 FORD VAN LIGHT DUTY TRUCK LEASE 2008 MOBAGA	1FBSS31L18DA8 5498
246	755	FEDERAL #2	FEDERAL	POWER CENTER 500KVA PORTABLE SKID MOUNTED LINE POWER 1980MOBAGA	7509



System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
247	755	FEDERAL #2	FEDERAL	ROAD - ACCESS 3 CULVERTS-STREAM CROSSINGS F701 1968MOBAFA	
248	755	FEDERAL #2	FEDERAL	ROAD - ACCESS ROADS GRADING DRAINAGE & STONE 1968MOBAFA F702	
249	755	FEDERAL #2	FEDERAL	LAND IMPROVEMENT-OTHER PARKING LOT PAVEMENT AROUND BUILDINGS 1968MOBAFA F704	
250	755	FEDERAL #2	FEDERAL	BUILDINGS - OFFICE WAITING ROOM 60 X 25 1968MOBAGA	
251	755	FEDERAL #2	FEDERAL	BUILDINGS - OFFICE ELECTRICAL OFFICE 30 X 25 1968MOBAGA	
252	755	FEDERAL #2	FEDERAL	BUILDINGS - OTHER PUMP HOUSE 30 X 10 1968MOBAGA	
253	755	FEDERAL #2	FEDERAL	BUILDINGS - OTHER FRESH WATER WELL PUMP ROOM 16 X 12 1968MOBAFA	
254	755	FEDERAL #2	FEDERAL	BULK STORAGE-ROCKDUST ROCK DUST TANK 100-TON TIPPNER SHAFT 1975MOBAFA F677	
255	755	FEDERAL #2	FEDERAL	TRANSFORMER-SEC:1001-1500KVA1250 KVA GENERAL ELECTRIC C-SHAFT 1970MOBAPI	H880645B
256	755	FEDERAL #2	FEDERAL	TRANSFORMER-SEC:1001-1500KVA1250 KVA GENERAL ELECTRIC C-SHAFT 1970MOBAPI	H880645C
257	755	FEDERAL #2	FEDERAL	TRANSFORMER-SEC:1001-1500KVA1250 KVA GENERAL ELECTRIC C-SHAFT 1970MOBAPI	H880645A

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
258	755	FEDERAL #2	FEDERAL	SWITCHHOUSE-1 CIRCUIT:1200AMP 1973 PEMCO AIR 1973MOBAGA	4517-772
259	755	FEDERAL #2	FEDERAL	SWITCHHOUSE-4 CIRCUIT:1200AMP PEMCO AIR 1973MOBAGA F767	4583-1272
260	755	FEDERAL #2	FEDERAL	SWITCHHOUSE-4 CIRCUIT:1200AMP MCI AIR 1973MOBAGI	27335
261	755	FEDERAL #2	FEDERAL	CIRCUIT BREAKER-VACUM:1200AMP PDP 7200V SWITCHHOUSE DOUBLE OIL 1976MOBAGI F391	826B107
265	755	FEDERAL #2	FEDERAL	RECTIFIER-500 KW 9T29Y9615 GE 1972MOBAGI F398	6991547
266	755	FEDERAL #2	FEDERAL	RECTIFIER-500 KW PDP 1968MOBAGA F281	817D055-01
267	755	FEDERAL #2	FEDERAL	RECTIFIER-500 KW POWER DISTRIBUTION 1982MOBAGA F228	203B022-01
268	755	FEDERAL #2	FEDERAL	RECTIFIER-500 KW POWER DISTRIBUTION 1982MOBAGA F684	208B024-01
269	755	FEDERAL #2	FEDERAL	RECTIFIER-500 KW PS2-513 POWER DISTRIBUTION 1982MOBAGA F686	208B023-01
270	755	FEDERAL #2	FEDERAL	DISTRIBUTION BOX-750 KVA BENSCHAW 1972MOBAFI F283	SN 3
271	755	FEDERAL #2	FEDERAL	POWER CENTER-300 KVA 9T26Y9109 GE 225KVA 1968MOBAGA F215	CD
272	755	FEDERAL #2	FEDERAL	POWER CENTER-300 KVA 9T26Y9109 GE 225KVA 1975MOBAFI F892	9990795

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
273	755	FEDERAL #2	FEDERAL	POWER CENTER-300 KVA 9T26Y9109 GE 225KVA 1968MOBAPI F411	CC
274	755	FEDERAL #2	FEDERAL	POWER CENTER-750 KVA 9T29Y26 1972MOBAGI F051	G591202
275	755	FEDERAL #2	FEDERAL	POWER CENTER- 750 KVA 9T26Y9255 GE 750KVA 1969MOBAGA F192	9990400
276	755	FEDERAL #2	FEDERAL	POWER CENTER-750 KVA CHAIN HAUL 9T26Y255 GE 750KVA-3018-750-293 1968MOBAGA F255	3018-750-293
278	755	FEDERAL #2	FEDERAL	POWER CENTER-750 KVA 9T26Y9255 GE 1973MOBAGA	AD
281	755	FEDERAL #2	FEDERAL	U/G - LOCOMOTIVE JEFFREY 15T 15-H1A 1978MOBAFA F369	9454
282	755	FEDERAL #2	FEDERAL	U/G - LOCOMOTIVE JEFFREY 15T 15-H2A 1979MOBAFA F370	9457
283	755	FEDERAL #2	FEDERAL	U/G - LOCOMOTIVE JEFFREY 15T 15-H1A 1970MOBAFA F371	9206
284	755	FEDERAL #2	FEDERAL	U/G - LOCOMOTIVE JEFFREY 15T 15-H1A 1972MOBAFA F372	9260
285	755	FEDERAL #2	FEDERAL	U/G - LOCOMOTIVE JEFFREY 15T 15-H1A 1977MOBAFA F373	9365
286	755	FEDERAL #2	FEDERAL	U/G - LOCOMOTIVE JEFFREY 15T 15-H1A 1977MOBAFA F374	9366

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
287	755	FEDERAL #2	FEDERAL	U/G - LOCOMOTIVE JEFFREY 15T 15-H1A 1969MOBAFA F375	9202
288	755	FEDERAL #2	FEDERAL	U/G - LOCOMOTIVE JEFFREY 15T 15-H1A 1969MOBAFA F376	9203
289	755	FEDERAL #2	FEDERAL	U/G - LOCOMOTIVE JEFFREY 15T 15-H1A 1969MOBAFA F378	9204
290	755	FEDERAL #2	FEDERAL	U/G - LOCOMOTIVE JEFFREY 15T 15-H1A 1970MOBAFA F379	9205
294	755	FEDERAL #2	FEDERAL	U/G - LOCOMOTIVE JEFFREY 15T 15-H1A 1968MOBAFA F383	9201
296	755	FEDERAL #2	FEDERAL	U/G - LOCOMOTIVE JEFFREY 38T 27/36H2A 1977MOBAFA F384	9245
297	755	FEDERAL #2	FEDERAL	U/G - LOCOMOTIVE JEFFREY 38T 27/36H2A 1958MOBAFA F385	9197
298	755	FEDERAL #2	FEDERAL	U/G - LOCOMOTIVE JEFFREY 18T 15-H2 1978MOBAFA F386	9455
299	755	FEDERAL #2	FEDERAL	U/G - LOCOMOTIVE JEFFREY 18T 1978MOBAFA F387	9513
300	755	FEDERAL #2	FEDERAL	U/G - LOCOMOTIVE JEFFREY 18T 15-H2 1978MOBAFA F388	9456
301	755	FEDERAL #2	FEDERAL	U/G-MANTRIP BRAKEMAN 7-BOTTOM & 1-SIDE DUMP 8-IRWIN BALLAST CARS 1972MOBAFA F342	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
302	755	FEDERAL #2	FEDERAL	U/G - MANTRIP: BOTTOM LEE NORSE JEEP TROLLEY 1975MOBAFA F631	
303	755	FEDERAL #2	FEDERAL	U/G - MANTRIP: BOTTOM LEE NORSE JEEP TROLLEY 1975MOBAFA F633	
304	755	FEDERAL #2	FEDERAL	U/G - MANTRIP: BOTTOM LEE NORSE JEEP TROLLEY 1975MOBAFA F364	7140
305	755	FEDERAL #2	FEDERAL	U/G-MANTRIP: BOTTOM LEE NORSE JEEP TROLLEY-(SAFETY) 1975MOBAFA F635	7141
307	755	FEDERAL #2	FEDERAL	U/G-MANTRIP: BOTTOM LEE NORSE JEEP TROLLEY-(MAINTENAINCE) 1975MOBAFA F368	8199
308	755	FEDERAL #2	FEDERAL	U/G-MANTRIP: BOTTOM LEE NORSE JEEP TROLLEY-(HAULAGE) 1972MOBAFA F369	5547
309	755	FEDERAL #2	FEDERAL	U/G-MANTRIP: BOTTOM LEE NORSE JEEP TROLLEY-(MAINTENANCE) 1972MOBAFA F640	5549
310	755	FEDERAL #2	FEDERAL	U/G-MANTRIP: BOTTOM LEE NORSE TJI-26K JEEP TROLLEY-(MOVERS) 1972MOBAFA F641	5550
312	755	FEDERAL #2	FEDERAL	U/G-MANTRIP: BOTTOM LEE NORSE JEEP TROLLEY -(LONGWALL) 1970MOBAFA F643	4842
313	755	FEDERAL #2	FEDERAL	U/G-MANTRIP BOTTOM LEE NORSE (TJI-15K-42) JEEP TROLLEY (MAINT) 1970MOBAFA F644	4841
314	755	FEDERAL #2	FEDERAL	U/G-MANTRIP BOTTOM LEE NORSE (TJI-15K-42) JEEP TROLLEY (MAINT) 1969MOBAFA F645	4840
315	755	FEDERAL #2	FEDERAL	U/G-MANTRIP: BOTTOM LEE NORSE JEEP TROLLEY (ENGINEERING) 1970MOBAFA F646	4843

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
316	755	FEDERAL #2	FEDERAL	U/G-MANTRIP: BOTTOM GALIS PORTAL BUS (16 CAPACITY) 1972MOBAFA F647	
317	755	FEDERAL #2	FEDERAL	U/G-MANTRIP: BOTTOM GALIS PORTAL BUS (16 CAPACITY) 1972MOBAFA F648	
318	755	FEDERAL #2	FEDERAL	U/G-MANTRIP: BOTTOM GALIS PORTAL BUS (16 CAPACITY) 1974MOBAFA F651	
319	755	FEDERAL #2	FEDERAL	U/G-MANTRIP: BOTTOM GALIS PORTAL BUS (16 CAPACITY) 1974MOBAFA F652	
320	755	FEDERAL #2	FEDERAL	U/G-MANTRIP: BOTTOM GALIS PORTAL BUS (16 CAPACITY) 1975MOBAFA F653	
321	755	FEDERAL #2	FEDERAL	U/G-MANTRIP: BOTTOM GALIS PORTAL BUS (16 CAPACITY) 1975MOBAFA F655	
322	755	FEDERAL #2	FEDERAL	U/G-MANTRIP: BOTTOM GALIS PORTAL BUS (16 CAPACITY) 1975MOBAFA F656	
323	755	FEDERAL #2	FEDERAL	U/G-MANTRIP: BOTTOM GALIS PORTAL BUS (16 CAPACITY) 1974MOBAFA F657	
324	755	FEDERAL #2	FEDERAL	U/G-MANTRIP: BOTTOM GALIS 250 PORTAL BUS (16 CAPACITY) 1971MOBAFA F658	1070371
325	755	FEDERAL #2	FEDERAL	U/G-MANTRIP: BOTTOM GALIS PORTAL BUS (16 CAPACITY) 1975MOBAFA F659	
326	755	FEDERAL #2	FEDERAL	U/G-CAR: RAIL SUPPLY 250 MINE CARS IRWIN (MR317) 1980MOBAFA F854	
327	755	FEDERAL #2	FEDERAL	U/G-CAR: RUBBER/RAIL SUPPLY 51 SUPPLY CARS (8 WHEELS) IRWIN 1975MOBAFA F737	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
328	755	FEDERAL #2	FEDERAL	U/G-MANTRIP: BOTTOM LEE NORSE TJI-19K JEEP TROLLEY 1977MOBABA F890	7292
329	755	FEDERAL #2	FEDERAL	U/G-CAR: BULK 3 EMULSION CARS 12-TB LW 1982MOBAGA F586	
330	755	FEDERAL #2	FEDERAL	U/G-CAR: BULK WATER CAR/STAINLES STEEL TANK U/G 1982MOBAGA F884	
331	755	FEDERAL #2	FEDERAL	U/G-CAR: BULK 1 EMULSION CARS LW 1982MOBAGA F870	11TB/13TB
332	755	FEDERAL #2	FEDERAL	U/G-HOIST: EMERGENCY SPENS BUILD TIMBERLAND SW10-1-300FR 1976MOBAGI F443	74-12539
333	755	FEDERAL #2	FEDERAL	JOY 14BU10-11DH 1968MOBABI	9277
334	755	FEDERAL #2	FEDERAL	JOY 14BU10-11DH LOADER 1969MOBAPA	9279
336	755	FEDERAL #2	FEDERAL	ROCK DUSTER MSA 182-1554 BULK DUSTER 1973MOBABA F053	237-73
337	755	FEDERAL #2	FEDERAL	ROCK DUSTER MSA 266-420 BULK DUSTER 1977MOBABA F240	PTM7702
338	755	FEDERAL #2	FEDERAL	ROCK DUSTER MSA 266-420 BULK DUSTER 1976MOBABA F220	PTM7519
339	755	FEDERAL #2	FEDERAL	ROCK DUSTER MSA BULK DUSTER ON RAIL 1974MOBAGA F500	7603
340	755	FEDERAL #2	FEDERAL	ROCK DUSTER MSA 266353 BULK DUSTER 1976MOBABI F140	PTM7518

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
341	755	FEDERAL #2	FEDERAL	FIRE CONTROL SYSTEM ON SURFACE FIRE PLUGS & FIRE PROTECTION 1968MOBAGA F739	
342	755	FEDERAL #2	FEDERAL	FIRE CONTROL SYSTEM UNDERGROUND FIRE PLUGS & FIRE PROTECTION 1968MOBAGA F859	
343	755	FEDERAL #2	FEDERAL	FIRE CONTROL SYSTEM CONTROLS AND FIRE PROTECTION 1980MOBAGA F860	
344	755	FEDERAL #2	FEDERAL	VENT-FAN (PARTS FOR TIPPNER FAN) JOY M96-50 700 HP INSTALLED 1985MOBAGA F420	MF4396
345	755	FEDERAL #2	FEDERAL	VENTILATION - FANS JOY M96-50 DUAL FANS 1968MOBAGA F453	MF3589 & MF1829
346	755	FEDERAL #2	FEDERAL	VENTILATION - FAN TIPPNER SHAFT JOY M96-50 DUAL FANS 1972MOBAGA F519	MF3889 & MF4368
347	755	FEDERAL #2	FEDERAL	VENTILATION - FAN SCOTT'S RUN JOY M96-50 700 HP 1974MOBAGA F460	MF3299
348	755	FEDERAL #2	FEDERAL	VENTILATION - FAN YARD SPARE JOY FANS M96-50 500 HP 1976MOBAGI F753	MF3434
349	755	FEDERAL #2	FEDERAL	CONVEYOR SYSTEM - DRIVE MOUNT. ELEC. BELT STARTER 125 HP 1975MOBAGA F028	4
350	755	FEDERAL #2	FEDERAL	TRACK CLEANER AMERICAN MINING DOOR 1976MOBAPA F499	247
351	755	FEDERAL #2	FEDERAL	CABLE-EXCL TRAILING CABLE 29000 FT. 2/08KV CABLE W/COUPLERS 1971MOBAGA F862	
352	755	FEDERAL #2	FEDERAL	CABLE-EXCL TRAILING CABLE 43000 FT 4/08KV CABLE WITH COUPLERS 1976MOBAGA F863	



System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
353	755	FEDERAL #2	FEDERAL	SAFETY EQUIPMENT SAFETY DRAGER MULTI GAS DETECTOR 1972MOBAGA F605	
354	755	FEDERAL #2	FEDERAL	SAFETY EQUIPMENT SAFETY QUEST NOISE METER 1972MOBAGA F611	
355	755	FEDERAL #2	FEDERAL	S&S 601 SCOOP 1982MOBAGA	601-1103
356	755	FEDERAL #2	FEDERAL	WELDER 2 LINDE WELDERS 480 V 1985MOBAGA SPENS SHAFT FEDERAL #2	VT400
357	755	FEDERAL #2	FEDERAL	SWITCHHOUSE-1 CIRCUIT: 600 AMP ENSIGN 600A 7200V SINGLE AIR 1969MOBAGIF183	M-362
358	755	FEDERAL #2	FEDERAL	SWITCHHOUSE-1 CIRCUIT:600 AMP 1 RIGHT ENSIGN 1973MOBAGI	M636
359	755	FEDERAL #2	FEDERAL	RECTIFIER-500 KW PDP 500KW DOUBLE FEED 1982MOBAGA F407/349	208B024-02
362	755	FEDERAL #2	FEDERAL	ROCK DUSTER MSA DWG-CSK-3019-107 BULK TANK 1977MOBAPA F163	PTM-7701
363	755	FEDERAL #2	FEDERAL	S&S 601 SCOOP 1980MOBAGA	601-1085
364	755	FEDERAL #2	FEDERAL	TRANSFORMER-MAIN SUBSTATION A SHAFT WESTINGHOUSE 3750 KVA 1980MOBAGA F536	PER47421
365	755	FEDERAL #2	FEDERAL	TRANSFORMER-MAIN SUBSTATION A SHAFT UPTEGRAFF 7500 KVA 1980MOBAGA F537	78527
366	755	FEDERAL #2	FEDERAL	BLDGS-SHOP 24 X 40 SPENS SHOP METAL PREFAB 1970MOBAGI SPENS SHAFT FEDERAL #2	
367	755	FEDERAL #2	FEDERAL	S&S 6418 SCOOP 1982MOBAGA	6418-1001

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
368	755	FEDERAL #2	FEDERAL	SULLAIR AIR COMPRESSOR TRAILER MOUNTED 250DP0/JDD(BOM-251770-001) 1997MOBAGA	004/98321THH
369	755	FEDERAL #2	FEDERAL	MICROTRAXX LOADER MODEL 436-B(BATTERY) 1997MOBAGA	MT-9507
370	755	FEDERAL #2	FEDERAL	GENERATOR BECKWITH 88KW 1999MOBAGA	SN-2021650
371	755	FEDERAL #2	FEDERAL	GENERATOR STAMFORD - 110KVA 1999MOBAGA	C016103/52
372	755	FEDERAL #2	FEDERAL	VACUUM BREAKER DOUBLE VACUUM PDP 1985MOBAGA	826B109-09
373	755	FEDERAL #2	FEDERAL	RECTIFIER PDP 1985MOBAGA	S050B132
374	755	FEDERAL #2	FEDERAL	BELT STARTER BEN SHAW 1985MOBAGI	M-4072
375	755	FEDERAL #2	FEDERAL	LEE NORSE JEEP 1975MOBAGA	
376	755	FEDERAL #2	FEDERAL	JOY 14BU10-11DH LOADER 1968MOBAGA	9151
377	755	FEDERAL #2	FEDERAL	500 KVA TRANSFORMER 22900/480 1995MOBAGA	0
378	755	FEDERAL #2	FEDERAL	500KVA TRANSFORMER 22900 / 480 1995MOBAGA	
379	755	FEDERAL #2	FEDERAL	500 KVA TRANSFORMER 22900 / 480 1995MOBAGA	
380	755	FEDERAL #2	FEDERAL	500 KVA TRANSFORMER 22000/2400/4160Y 1995MOBAGI	
381	755	FEDERAL #2	FEDERAL	500 KVA TRANSFORMER 22000/2400/4160Y 1995MOBAGI	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
382	755	FEDERAL #2	FEDERAL	500 KVA TRANSFORMER 22000/2400/4160Y 1995MOBAGI	
383	755	FEDERAL #2	FEDERAL	250 KVA TRANSFORMER 22900 / 2400 1995MOBAGI	
384	755	FEDERAL #2	FEDERAL	250 KVA TRANSFORMER 22900 / 2400 1995MOBAGI	
385	755	FEDERAL #2	FEDERAL	250 KVA TRANSFORMER 22900 / 2400 1995MOBAGI	
386	755	FEDERAL #2	FEDERAL	2500 KVA T&E TRANSFORMER 22900/4160Y-2400 1995MOBAGI	3475
387	755	FEDERAL #2	FEDERAL	500 KVA TRANSFORMER 23000/2400/4160 1995MOBAGA	C9887
388	755	FEDERAL #2	FEDERAL	500 KVA TRANSFORMER 23000/2400/4160 1995MOBAGA	C9888
389	755	FEDERAL #2	FEDERAL	500 KVA TRANSFORMER 23000/2400/4160 1995MOBAGA	C9889
390	755	FEDERAL #2	FEDERAL	RAILROAD-SURFACE: LOCOMOTIVE BROOKVILLE DIESEL 13 TON 1977MOBAGA	L6200
391	755	FEDERAL #2	FEDERAL	BELT STARTER LINE POWER OIL BREAKER 1982MOBAGA	UO662
392	755	FEDERAL #2	FEDERAL	1250 BOX LINE POWER 1500 1970MOBAGA	7404
393	755	FEDERAL #2	FEDERAL	AIR SWITCH ENSIGN SH-1-A 1968MOBAGA	M3994
394	755	FEDERAL #2	FEDERAL	RECTIFIER LINE POWER 1988MOBAGA	4068

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
395	755	FEDERAL #2	FEDERAL	ENCLOSED CARGO TRAILER KING COBRA MODEL 7X14TA2 2006MOBAGA	5P1BE14216W03 2054
532	755	FEDERAL #2	FEDERAL	U/G - MANTRIP: BOTTOM WV ARMATURE PERSONNEL CARRIER 1976MOBAGA	S/N 300-0148
533	755	FEDERAL #2	FEDERAL	AMERICAN DOOR LOADER TRACK CLEANER	243
539	755	FEDERAL #2	FEDERAL	U/G - MANTRIP: SLOPE 6 TON NMS PERSONNEL CARRIER 1978MOBAGA	8146
552	755	FEDERAL #2	FEDERAL	2011 CHEVROLET SILVERADO 1500	3GCPKSE37BG1 28564
608	755	FEDERAL #2	FEDERAL	2011 F250 REG CAB	1FTBF2B67BEC0 2912
610	755	FEDERAL #2	FEDERAL	2011 F250 REG CAB	1FTBF2B65BEC0 2911
611	755	FEDERAL #2	FEDERAL	2011 FORD EXPEDITION	1FMJU1G56BEF3 0149
657	755	FEDERAL #2	FEDERAL	FORKLIFT 4 TON TOYOTA 7FDU35 2007MOBAGA	
693	755	FEDERAL #2	FEDERAL	STAMLER FEEDER BREAKER BF-14-3 2011MOBAGA – OPERATING LEASE	13130R3
696	755	FEDERAL #2	FEDERAL	BUILDINGS - 1 NORTH ELEVATOR 1990MOBAGA	
697	755	FEDERAL #2	FEDERAL	MANSHAFT MINE ELEVATOR 10000 FOR 1 NORTH 1990MOBAGA	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
699	755	FEDERAL #2	FEDERAL	JOY SHUTTLE CAR 10SC32 2011MOBAGA – OPERATING LEASE	ET17900
782	755	FEDERAL #2	FEDERAL	2012 FORD F250 2012MOBAGA	IFT7X2B67CEB5 7376
786	755	FEDERAL #2	FEDERAL	JOY LONGWALL DRUM SHEARER 2012MOBAGA – OPERATING LEASE	5124218, 5124219
930	755	FEDERAL #2	FEDERAL	MCI SINGLE SPLITTER BOX	33697-56172-0201
932	755	FEDERAL #2	FEDERAL	FLETCHER DDR13A ROOFBOLTER 2011 MOBAGA – OPERATING LEASE	2010164
933	755	FEDERAL #2	FEDERAL	FLETCHER DDR13A ROOFBOLTER 2011 MOBAGA – OPERATING LEASE	2010165
991	755	FEDERAL #2	FEDERAL	SHOP EQUIP. - MACHINERY OIL PUMP CARS W/2-125HP PUMPS 1972BOCRGA	
1273	755	FEDERAL #2	FEDERAL	196 SHIELDS (188 FACE & 8 GATE)	
2055	755	FEDERAL #2	FEDERAL	POWER DISTR PROD DOUBLE VACUUM SWITCH 1999MOBAGA	826B10501
2056	755	FEDERAL #2	FEDERAL	DOUBLE VACUUM SWITCH POWER DIST PROD 1999MOBAGA	826810908
2057	755	FEDERAL #2	FEDERAL	LW-MAIN HYD PUMP STATION THREE 250HP EHP3K200 PUMPS 1998MOBAGA	
2061	755	FEDERAL #2	FEDERAL	SHUTTLE CAR JOY 10SC32 1990MOBAGA	ET 16524
2062	755	FEDERAL #2	FEDERAL	RECTIFIER - 500 KW 1988MOBAGA	819B074-01

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
2063	755	FEDERAL #2	FEDERAL	CIRCUIT BREAKER - VACUUM: 600 AMP VACUUM CIRCUIT BREAKER 1986MOBAGA 20422	526B095-04
2064	755	FEDERAL #2	FEDERAL	RECTIFIER - 500 KW 1991MOBAGA 20519	SO5050B183
2065	755	FEDERAL #2	FEDERAL	CIRCUIT BREAKER - VACUUM: 600 AMP MINI VACUUM BREAKER 1987MOBAGA 20424	S0043D115-02
2066	755	FEDERAL #2	FEDERAL	CIRCUIT BREAKER - VACUUM: 600 AMP VACUUM CIRCUIT BREAKER 1991MOBAGA 20431	SO43B115-01
2067	755	FEDERAL #2	FEDERAL	POWER CENTER - 1000 KVA SHOP POWER CENTER 1000 KVA 1987MOBAGA 20037	637B122-01
2068	755	FEDERAL #2	FEDERAL	POWER CENTER 1500KVA 500 HP DUAL STARTER 1996MOBAGA	7713-1500-1095
2069	755	FEDERAL #2	FEDERAL	RECTIFIER-500 KW LINE POWER 300 KVA 1988MOBAGA R1124	826B115-01
2070	755	FEDERAL #2	FEDERAL	RECTIFIER-500 KW PDP 500KW DUAL FEED 1988MOBAGA F399	826B116-01
2071	755	FEDERAL #2	FEDERAL	SCOTTS RUN AEROACQUSTIC 416(12X12X5FT) SILENCER(2 PC SPLITTER) 1989MOBAGA	
2072	755	FEDERAL #2	FEDERAL	SIMMONS RAND 605 SCOOP 1989MOBAGA	605-1002
2073	755	FEDERAL #2	FEDERAL	POWER CENTER-750 KVA BELT 750KVA 1990MOBAGA F324	HC

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
2075	755	FEDERAL #2	FEDERAL	UG-HOIST SLOPE COAL DUMP & HOIST UPGRADE INC CAP LAB&MATS 1990MOBAGA F855 SKIPS	
2076	755	FEDERAL #2	FEDERAL	STAMLER BF-14-3A-7C FEEDER 1990MOBAGA	12783
2077	755	FEDERAL #2	FEDERAL	PWRLINE 23 KV 11000 PWRLINE TO BROADWATER 11000 FT 23KV PWRLINE 1990MOBAGA F850	
2078	755	FEDERAL #2	FEDERAL	SHUTTLE CAR JOY 10SC32-56BXHE 1990MOBAGA F009	ET 16518
2079	755	FEDERAL #2	FEDERAL	JOY 10SC32-56BXHE SHUTTLE CAR 1990MOBAGA	ET16519
2080	755	FEDERAL #2	FEDERAL	SAFETY EQUIP COMPLETE MINE MONITOR SYS W/CO SGL E CHANEL REMOTES&ALRM 1991MOBAGA	
2082	755	FEDERAL #2	FEDERAL	VENTILATION FAN (2) 75HP AUXILIARY FACE FANS 1993MOBAGI 93E5614-1-2-3	152/153
2083	755	FEDERAL #2	FEDERAL	VENT-FAN COMBINED FAN 11 LEFT (2) 1500 HP ROBINSON CENTRIFUGAL FANS 1993MOBAGI	
2084	755	FEDERAL #2	FEDERAL	TRANS-PRIMARY SUBSTAT.LABOR & MATS USED TO INSTALL PRIMARY SUBSTATION 1993MOBAGA	
2085	755	FEDERAL #2	FEDERAL	ORIG LOC 4061 LAB&MAT TO ASSEMBLE A3600 SOLID STATE SCOOP TRAIN PANEL 1993MOBAGA	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
2086	755	FEDERAL #2	FEDERAL	CIRCUIT BREAKER - VACUUM 34.5 KV CIRCUIT BREAKER 1993MOBAGI	
2087	755	FEDERAL #2	FEDERAL	CIRCUIT BREAKER - VACUUM 34.5 KV CIRCUIT BREAKER FORDYCE POWERLINE 1993MOBAGA	
2088	755	FEDERAL #2	FEDERAL	TRANSFORMER - MAIN SUBSTATION SUBSTATION AT FEDERAL 2 1993MOBAGA	17951-3
2089	755	FEDERAL #2	FEDERAL	3750 KVA TRANSFORMER DAYBROOK 1993MOBAGI	
2090	755	FEDERAL #2	FEDERAL	L/WALL HYDRAULIC PUMPS PUMP CAR SYSTEM 3-63 GPM PUMPS 1995MOBAGA	
2091	755	FEDERAL #2	FEDERAL	FLETCHER DD-7 TRACK BOLTER 1995MOBAGA	95011
2092	755	FEDERAL #2	FEDERAL	FLETCHER DD013/RRII ROOFBOLTER 1993MOBAGA	2002333
2097	755	FEDERAL #2	FEDERAL	POWER CENTER UPGRADE 1999MOBAGA	
2098	755	FEDERAL #2	FEDERAL	BELT STARTER/POWER CENTER YARD AEEI-- WITH REMOTE UNIT 1998MOBAGA	10594-1500-1297
2099	755	FEDERAL #2	FEDERAL	BELT STARTER/POWER CENTER AEEI-WITH REMOTE 1998MOBAGA	10593-1500-1097
2100	755	FEDERAL #2	FEDERAL	BELT STARTER/POWER CENTER 4 RT AEEI-- WITH REMOTE 1998MOBAGA SN 1050091-1500-797	1050091-1500-797
2101	755	FEDERAL #2	FEDERAL	54 BELT DRIVE LONG AIRDOX/TRIPPER 1998MOBAGI	



System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
2102	755	FEDERAL #2	FEDERAL	BOOSTER/POWER CENTER AEEI - WITH REMOTE 1998MOBAGI	10592-1580-997
2103	755	FEDERAL #2	FEDERAL	VENTILATION - FAN MODEL-2712X60 120HP SCHROEDER FAN SN-3681 1998MOBAGA	
2104	755	FEDERAL #2	FEDERAL	VENTILATION FAN 120 HP SCHROEDER FAN 1999MOBAGA	SN-006
2105	755	FEDERAL #2	FEDERAL	LONGWALL MONORAIL MORGANTOWN MACHINE 1999MOBAGA	
2106	755	FEDERAL #2	FEDERAL	ROCKDUSTER 810 RM ROCKDUSTER 1999MOBAGA	SN 01-B7386
2107	755	FEDERAL #2	FEDERAL	MONORAIL MORGANTOWN MACHINE 1999MOBAGA	
2108	755	FEDERAL #2	FEDERAL	METHANE EXHAUSTER 2000MOBAGA	
2109	755	FEDERAL #2	FEDERAL	METHANE EXHAUSTER 2000MOBAGA	
2110	755	FEDERAL #2	FEDERAL	METHANE EXHAUSTER 2000MOBAGA	
2111	755	FEDERAL #2	FEDERAL	LONG AIRDOX 636-2 SCOOP 2001MOBAGA	636-1023
2112	755	FEDERAL #2	FEDERAL	LONG AIRDOX 636-2 SCOOP 2001MOBAGA	636-1028
2113	755	FEDERAL #2	FEDERAL	LONG AIRDOX 636-2 SCOOP 2001MOBAGA	636-1030
2114	755	FEDERAL #2	FEDERAL	LONGWALL LIGHTING PACKAGE KLH 2001MOBAGA	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
2115	755	FEDERAL #2	FEDERAL	MINE RESCUE APPARATUS 7-COMPLETE UNITS 2001MOBAGA	
2116	755	FEDERAL #2	FEDERAL	METHANE EXHAUSTER 2001MOBAGA	
2117	755	FEDERAL #2	FEDERAL	METHANE EXHAUSTER 2001MOBAGA	
2118	755	FEDERAL #2	FEDERAL	VENTILATION - FAN 1 LEFT 2001MOBAGA	
2119	755	FEDERAL #2	FEDERAL	FAN DUAL 120HP 2001MOBAGA	SN-27
2120	755	FEDERAL #2	FEDERAL	SUN FLOW PUMPS 2013 2002MOBAGA	B2270067-03
2121	755	FEDERAL #2	FEDERAL	MINE RESCUE APPARATUS 7 COMPLETE UNITS 2002MOBAGA	
2122	755	FEDERAL #2	FEDERAL	LONG AIRDOX 488 SCOOP 2002MOBAGA	SN-2484
2123	755	FEDERAL #2	FEDERAL	1 NORTH SHAFT 2002MOBAGA	
2124	755	FEDERAL #2	FEDERAL	SUN FLOW PUMPS 2014 2002MOBAGA	B2327632-01
2125	755	FEDERAL #2	FEDERAL	CUTTING MACHINE JEFFREY 29U 2002MOBAGA	
2126	755	FEDERAL #2	FEDERAL	JOY 10SC32 SHUTTLE CAR 2002MOBAGA	ET-14211A
2127	755	FEDERAL #2	FEDERAL	JOY 10SC32 SHUTTLE CAR 2002MOBAGA	14106B
2128	755	FEDERAL #2	FEDERAL	JOY 10SC32 SHUTTLE CAR 2002MOBAGA	ET-14106A
2130	755	FEDERAL #2	FEDERAL	BULK ROCKDUSTER AL LEE 2003MOBAGA	SN 03E7730
2131	755	FEDERAL #2	FEDERAL	TIPPER RETURN FAN 2003MOBAGA	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
2132	755	FEDERAL #2	FEDERAL	(171)500 TON JOY LONGWALL SHIELDS (163 FACE AND 8 GATE) 2003 MOBAGA	
2133	755	FEDERAL #2	FEDERAL	LONGWALL AFC PACKAGE JOY (970 FT) AFC STAGELoader/CRUSHER 2003MOBAGA	
2134	755	FEDERAL #2	FEDERAL	LONGWALL PUMP UPGRADE PART OF MA0061760001 HAUHINCO (3) 3K200/535 2003MOBAGA	
2135	755	FEDERAL #2	FEDERAL	LONGWALL SHIELD CARS (18) IRWIN CARS 2003MOBAGA	
2136	755	FEDERAL #2	FEDERAL	1 LEFT BLEEDER FAN 2003MOBAGA	
2138	755	FEDERAL #2	FEDERAL	1 LEFT BLEEDER FAN 2003MOBAGA	
2139	755	FEDERAL #2	FEDERAL	1 LEFT BLEEDER SHAFT 2004MOBAGA	
2141	755	FEDERAL #2	FEDERAL	LONGWALL CONTROLS POWER CENTER + 4 GATE BOXES LINE POWER 2003MOBAGA	
2142	755	FEDERAL #2	FEDERAL	POWER SUPPLY BOREHOLE 2003MOBAGA	
2143	755	FEDERAL #2	FEDERAL	DEWATERING FACILITIES EAST SIDE 2003MOBAGA	
2145	755	FEDERAL #2	FEDERAL	FLETCHER LTD013 ROOFBOLTER 2003MOBAGA	2003008
2147	755	FEDERAL #2	FEDERAL	LONGWALL - AFC PACKAGE JOY (970 FT) AFC STAGELoader CRUSHER 2003MOBAGA	
2148	755	FEDERAL #2	FEDERAL	PART LW AFC SYSTEM #-2031 2004MOBAGA	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
2149	755	FEDERAL #2	FEDERAL	LONGWALL LIGHTING PACKAGE KLH 2003MOBAGA	
2150	755	FEDERAL #2	FEDERAL	LONGWALL CONTROLS POWER CENTER + 4 GATE BOXES LINE POWER 2003MOBAGA	
2153	755	FEDERAL #2	FEDERAL	FLETCHER DDR13B ROOFBOLTER 1997MOBAGA	98068
2154	755	FEDERAL #2	FEDERAL	FLETCHER DDR13B ROOFBOLTER 1997MOBAGA	98069
2157	755	FEDERAL #2	FEDERAL	6 LEFT SITEWORK 2005MOBAGA	
2158	755	FEDERAL #2	FEDERAL	VENTILATION FAN 6 LEFT FAN INSTALLATION 2005MOBAGA	
2159	755	FEDERAL #2	FEDERAL	SPARE AFC HEAD/TAIL DRIVE 2005MOBAGA	
2160	755	FEDERAL #2	FEDERAL	BULK ROCKDUSTER AL LEE 816 RM ROCKDUSTER 2005MOBAGA	E8149
2161	755	FEDERAL #2	FEDERAL	POWER SUPPLY BOREHOLE 2005MOBAGA	
2162	755	FEDERAL #2	FEDERAL	SELF CONTAINED SELF RESCUERS (75/400) 2005MOBAGA	
2163	755	FEDERAL #2	FEDERAL	METHANE EXHAUSTER 2005MOBAGA	
2164	755	FEDERAL #2	FEDERAL	WATERLINE UPPER DAYS RUN 2005MOBAGA	
2165	755	FEDERAL #2	FEDERAL	WATER TREATMENT FACILITIES 127 SPUR 2005MOBAGA	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
2166	755	FEDERAL #2	FEDERAL	UNDERGROUND COMPRESSED AIR SYSTEM 2005MOBAGA	5039792
2168	755	FEDERAL #2	FEDERAL	POWER CENTER - 1750 KVA 2005MOBAGA	U2957
2169	755	FEDERAL #2	FEDERAL	UNDERGROUND RETIEVER MINER RETRIEVER MODEL MR40 2005MOBAGA	52788
2170	755	FEDERAL #2	FEDERAL	UNDERGROUND COMPRESSED AIR SYSTEM PART OF ITEM PT0061780000 2005MOBAGA	5039793
2171	755	FEDERAL #2	FEDERAL	FLETCHER DR13-BCF ROOFBOLTER 1998MOBAGA	97054
2172	755	FEDERAL #2	FEDERAL	KAWASAKI 65T ENDLOADER 2006MOBAGA	6504-4102
2173	755	FEDERAL #2	FEDERAL	LONGWALL BOLTER HEADGATE ARO 2006MOBAGI	15225
2174	755	FEDERAL #2	FEDERAL	FLETCHER DR13/CATS ROOFBOLTER 2006MOBAGA	2005092
2175	755	FEDERAL #2	FEDERAL	ENGINEERING PLOTTER 2006MOBAGA	
2176	755	FEDERAL #2	FEDERAL	MAINTENANCE BUILDING ADDITION 2006MOBAGA	
2177	755	FEDERAL #2	FEDERAL	SAFETY NEW REGULATIONS 2006 350 OCENCOS 2006MOBAGA	
2178	755	FEDERAL #2	FEDERAL	YARD ENDLOADER KAWASAKI 65T 2006MOBAGA	65C-44142
2179	755	FEDERAL #2	FEDERAL	JOY CRAWLER TAILPIECE 2006MOBAGA	BT-1094

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
2180	755	FEDERAL #2	FEDERAL	SAFETY NEW REGULATIONS 450 SR100 S007MOBAGA	
2181	755	FEDERAL #2	FEDERAL	JOY LONGWALL TAILPIECE 2007MOBAGA	
2182	755	FEDERAL #2	FEDERAL	(20) JOY LW SHIELDS (17 FACE & 3 GATE) AND (PAN REPLACED SCRAPPED) 2007MOBAGA	
2183	755	FEDERAL #2	FEDERAL	BATTERY POWERED FORKLIFT AL LEE MINI-TRAC 2007MOBAGA	07-E9054
2184	755	FEDERAL #2	FEDERAL	DAYBROOK SHAFT 2008 2008MOBAGA	
2186	755	FEDERAL #2	FEDERAL	RESCUE CHAMBER 30 MAN W/SAFE HOUSE SKIDS 2008MOBAGA	452006-01-13
2187	755	FEDERAL #2	FEDERAL	SCSR/SAFETY COMPLIANCE 25 UNITS 2008MOBAGA	
2188	755	FEDERAL #2	FEDERAL	BROADWATER SHAFT UPGRADE 2008MOBAGA	
2189	755	FEDERAL #2	FEDERAL	MINE SITE SEWAGE TREATMENT PLANT 2008MOBAGA	
2190	755	FEDERAL #2	FEDERAL	BUILDING-MINE RESCUE 24X36 2008MOBAGA	
2192	755	FEDERAL #2	FEDERAL	FLETCHER DR-13 W/CATS 2000MOBAGA	99045-2008320
2195	755	FEDERAL #2	FEDERAL	FLETCHER LTD013 ROOFBOLTER 2004MOBAGA	2003042

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
2196	755	FEDERAL #2	FEDERAL	CMI NITROGEN GENERATOR W/ DRYER 2008MOBAGA	MODEL N-300
2197	755	FEDERAL #2	FEDERAL	TRAILOR MOUNTED AIR COMPRESSOR 200 HP 2008MOBAGA	5039791
2198	755	FEDERAL #2	FEDERAL	FIRE SUPPRESSION SYSTEM-ECKO ROTARY DUMP 2008MOBAGA	311-SCN-2
2199	755	FEDERAL #2	FEDERAL	1 LT #9 FAN BALTEAU 2500KVA 23000 VOLTS/4160 DELTA 1990MOBAGA F467	PUL1051
2200	755	FEDERAL #2	FEDERAL	JOY 10SC32-56BXHE SHUTTLE CAR 1991MOBAGA	ET-16656
2423	755	FEDERAL #2	FEDERAL	POWER DROP COMPRESSOR STATION BROADWATER 2009MOBAGA	
2424	755	FEDERAL #2	FEDERAL	MINE COMMUNICATION SYSTEM 2990MOBAGA	
2425	755	FEDERAL #2	FEDERAL	NITROGEN GEN PART OF PT0067530000 2009MOBAGA	
2426	755	FEDERAL #2	FEDERAL	FLETCHER LTDO 13 2004MOBAGA	2004013
2465	755	FEDERAL #2	FEDERAL	LONGWALL-PUMPS HYDRAULIC PUMP STATION 1995MOBAGA	
2561	755	FEDERAL #2	FEDERAL	BELT DRIVE LONG AIRDOX 54 INCH BELT DRIVE 1996MOBAGI	
2562	755	FEDERAL #2	FEDERAL	VENTILATION-FAN 1 LEFT ROBINSON 94 INCH MINE FAN WITH SILENCER 1990MOBAGA F466	97490

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
2564	755	FEDERAL #2	FEDERAL	OVERLAND WATER LINE 5600 FT OF 6 INCH PLASTIC LINE WITH BOREHOLE 1997MOBAGA	
2565	755	FEDERAL #2	FEDERAL	BELT DRIVE UPGRADE LONG AIRDOX 54 INCH(TYGART) FRANCIS ENG PART OF PA0003540001	
2566	755	FEDERAL #2	FEDERAL	POWER CENTER UPGRADE PA0003600001 FOR 54 INCH BELT DRIVES 1997MOBAGA	10300-1000-397
2568	755	FEDERAL #2	FEDERAL	54 INCH BELT DRIVE LONG AIRDOX 1998MOBAGA	35-5968
2569	755	FEDERAL #2	FEDERAL	54 INCH BELT DRIVE LONG AIRDOX/TRIPPER 1998MOBAGA	35-5969
2570	755	FEDERAL #2	FEDERAL	54 INCH BELT DRIVE LONG AIRDOX 1998MOBAGA	35-5970
2572	755	FEDERAL #2	FEDERAL	VENTILATION FAN WITH SILENCER 1 LEFT FAN ROBINSON 94 INCH 2000MOBAGA	8748-N
2573	755	FEDERAL #2	FEDERAL	60 INCH BELT TERMINAL GROUP ES CONTINENTAL 2001MOBAGA	
2574	755	FEDERAL #2	FEDERAL	2-60 INCH BELT TERMINAL GROUP ES CONTINENTAL 2001MOBAGA	
2575	755	FEDERAL #2	FEDERAL	60 INCH BELT GROUP W/STORAGE 12 RT CONTINENTAL 2002MOBAGA	
2576	755	FEDERAL #2	FEDERAL	60 INCH BELT GROUP 5 SOUTH CONTINENTAL 2002MOBAGA	



System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
2577	755	FEDERAL #2	FEDERAL	UPGRADE 54 INCH BELT DRIVE W/WINCH PART OF PT0055460000 2003MOBAGA	
2578	755	FEDERAL #2	FEDERAL	UPGRADE 54 INCH BELT DRIVE W/WINCH PART OF PT00556700 2003MOBAGA	
2579	755	FEDERAL #2	FEDERAL	UPGRADE 54 INCH BELT DRIVE W/WINCH PART OF PA0003540001 2003MOBAGA	
2580	755	FEDERAL #2	FEDERAL	60 INCH BELT TAKE UP E MAINS NO. 2 2004MOBAGA	
2581	755	FEDERAL #2	FEDERAL	60 INCH BELT DRIVE MAINLINE BELT TERMINAL 2008MOBAGA	
2582	755	FEDERAL #2	FEDERAL	60 INCH BELT DRIVE CONTINENTAL 2008MOBAGA	UD-20688
2613	755	FEDERAL #2	FEDERAL	JOY 14 CM15 MINER 2004MOBAGA	JM5565A
2901	755	FEDERAL #2	FEDERAL	U/G-MANTRIP: BOTTOM GALIS (PS250-80-1K42) TRACK TYPE-PORTAL BUS 1975MOBAFA F660	4016
2902	755	FEDERAL #2	FEDERAL	RECTIFIER - 500 KW PDP 20512 1986MOBAGI	548138-01
2903	755	FEDERAL #2	FEDERAL	CIRCUIT BREAKER - VACUUM: 600 AMP VACUUM CIRCUIT BREAKER A-SHAFT 1986MOBAFA PDP	705B040-01
2904	755	FEDERAL #2	FEDERAL	BACKHOE: UP TO 200 HP FORD BROOM 1980MOBAGA 49462	C625136
2905	755	FEDERAL #2	FEDERAL	FORKLIFT: UP TO 15 TON 1986 CAT V300 FORKLIFT 1989MOBAGA29426	72Y10123

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
2906	755	FEDERAL #2	FEDERAL	U/G - MANTRIP: BOTTOM (2)EIMCO BUSCS (6667) 1987MOBAGA	20009202884-88 & 200-0923
2907	755	FEDERAL #2	FEDERAL	U/G - MANTRIP: BOTTOM 20 WELLMAN BOTTOM CARS 1980MOBAFA	
2908	755	FEDERAL #2	FEDERAL	U/G - MANTRIP: SLOPE EIMCO BUS 1987MOBAGA	70110214
2909	755	FEDERAL #2	FEDERAL	EIMCO MAINT VEHICLES 1987MOBAGA 28965-70	
2910	755	FEDERAL #2	FEDERAL	U/G - CAR: BULK 3 FIRE CARS 1975MOBAGA 28600.6-9	
2912	755	FEDERAL #2	FEDERAL	LAB EQUIP ALLEN BRADLEY TRAIN PANEL PLC-3 PROG CNTRL FOR PREP PLANTS 1990MOBAFA	
2913	755	FEDERAL #2	FEDERAL	OTHER JOY 3LS SHEARER ELECTRICAL TRAINING PANEL 1990MOBAGA F924	
3968	755	FEDERAL #2	FEDERAL	MINE COMMUNICATION SYSTEM 2010 MOBAGA	
3969	755	FEDERAL #2	FEDERAL	DAYBROOK FAN 2010MOBAGA	
3991	755	FEDERAL #2	FEDERAL	60 INCH CONTINENTAL CONVEYOR BELT TAKEUP BW 2008MOBAGA	
3992	755	FEDERAL #2	FEDERAL	60 INCH CONTINENTAL BELT TAKEUP BW 2008MOBAGA	
4012	755	FEDERAL #2	FEDERAL	(2) DBT 488-6 DM SCOOPS 2005MOBAGA 821 & 833	488-2587 & 4880-039

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
4013	755	FEDERAL #2	FEDERAL	NITROGEN INJECTION INFRASTRUCTURE 2010 MOBAGA	5491
4014	755	FEDERAL #2	FEDERAL	12 LEFT SHAFT SUPPLEMENTAL 2010MOBAGA	
4031	755	FEDERAL #2	FEDERAL	REPLACE EAST MAINS #2 BELT 2010 MOBAGA	
4032	755	FEDERAL #2	FEDERAL	OFFICE-MINE SUPERINTENDENT 2010MOBAGA	
4033	755	FEDERAL #2	FEDERAL	(25) JOY FACE SHIELDS 2010MOBAGA	
4061	755	FEDERAL #2	FEDERAL	NITROGEN INJECTION INFRASTRUCTURE	5474
4062	755	FEDERAL #2	FEDERAL	11 LEFT BLEEDER 2010MOBAGA	
4063	755	FEDERAL #2	FEDERAL	UPGRADE SHIELDS TO RS20S 2010MOBAGA	
4076	755	FEDERAL #2	FEDERAL	MINE DEVELOPMENT-OTHER	
4101	755	FEDERAL #2	FEDERAL	MINE DEVELOPMENT-OTHER	
4229	755	FEDERAL #2	FEDERAL	11 LEFT BLEEDER SUPPLEMENTAL 2010MOBAGA	
4230	755	FEDERAL #2	FEDERAL	BELT DRIVES (2) 2010 MOBAGA	
4246	755	FEDERAL #2	FEDERAL	EIMCO RAIL RUNNER 15 PASSENGER MANTRIP 1995MOBAGA	70110381
4247	755	FEDERAL #2	FEDERAL	EIMCO RAIL RUNNER 15 PASSENGER MANTRIP 1995MOBAGA	70110376
4248	755	FEDERAL #2	FEDERAL	EIMCO PORTAL BUS 15 PASSENGER MANTRIP 1995MOBAGA	200-1007

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
4249	755	FEDERAL #2	FEDERAL	EIMCO PORTAL BUS 15 PASSENGER MANTRIP 1995MOBAGA	200-0843
4250	755	FEDERAL #2	FEDERAL	EIMCO RAIL RUNNER 15 PASSENGER MANTRIP 1995MOBAGA	70110378
4264	755	FEDERAL #2	FEDERAL	ROCK DUSTER TRACK ALLCO 1991MOBAGA	
4280	755	FEDERAL #2	FEDERAL	SPARE BOOMS FOR RRII 2010MOBAGA	
4281	755	FEDERAL #2	FEDERAL	REFURBISH CSHAFT FAN 2010MOBAGA	
4282	755	FEDERAL #2	FEDERAL	MANCAGE REPLACEMENT 2010MOBAGA	
4283	755	FEDERAL #2	FEDERAL	POWER DROP/COMPRESSOR STATION 12 LEFT 2010MOBAGA	
4288	755	FEDERAL #2	FEDERAL	FLINGER DUSTER 2006MOBAGA	R9123
4293	755	FEDERAL #2	FEDERAL	U/G - MANTRIP: SLOPE 1 EIMCO JEEP NO. 52 1987MOBAGA 28969	200-1008
4302	755	FEDERAL #2	FEDERAL	U/G - MANTRIP: SLOPE 1 TRACK BUS NO. 4 1990MOBAGA 28971.01	200-1006
4392	755	FEDERAL #2	FEDERAL	UPGRADE LIGHTING TO RS20S 2010MOBAGA	
4457	755	FEDERAL #2	FEDERAL	NITROGEN INJECTION INFRASTRUCTURE 2011MOBAGA	5364
4459	755	FEDERAL #2	FEDERAL	DUST MONITORS 2011 MOBAGA	
4460	755	FEDERAL #2	FEDERAL	MINE COMMUNICATION SYSTEM 2011 MOBAGA	
4539	755	FEDERAL #2	FEDERAL	NITROGEN GENERATION SYSTEM 2011 MOBAGA	5366

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
4540	755	FEDERAL #2	FEDERAL	JOY 14BU10-11DH LOADER & ALPINE SPARE PARTS 1960MOBAGA	9276
4541	755	FEDERAL #2	FEDERAL	SAMPLE BOREHOLES-NITROGEN SYSTEM 2011 MOBAGA	
4542	755	FEDERAL #2	FEDERAL	FLETCHER RRII13 ROOFBOLTER 2006 MOBAGA	2005125
4543	755	FEDERAL #2	FEDERAL	ADVANCING FACE 2011MOBAGA	
4566	755	FEDERAL #2	FEDERAL	COMPRESSOR STATION 2011MOBAGA	
4567	755	FEDERAL #2	FEDERAL	BATTERY CAROUSEL 2011MOBAGA	
4568	755	FEDERAL #2	FEDERAL	150 TON ROCKDUST TANK 2011MOBAGA	
4569	755	FEDERAL #2	FEDERAL	NITROGEN SITE 2011 MOBAGA	5436
4599	755	FEDERAL #2	FEDERAL	RESCUE CHAMBER TRAINING UNIT INCLUDING STORAGE BUILDING 2011MOBAGA	159381417 BM006042
4609	755	FEDERAL #2	FEDERAL	1750KVA POWER CENTER 2005MOBAGA	U2955
4678	755	FEDERAL #2	FEDERAL	JOY 14BU10-11DH LOADER 1968MOBAGA	9281
4679	755	FEDERAL #2	FEDERAL	RELOCATE FAN TO 11 LEFT 2011 MOBAGA	
4706	755	FEDERAL #2	FEDERAL	UPGRADE LONGWALL GATE BOXES 2011 MOBAGA	
4720	755	FEDERAL #2	FEDERAL	LONGWALL STORAGE BUILDING 2011 MOBAGA	
4727	755	FEDERAL #2	FEDERAL	LW SHIELD REBUILDS(38) 2011MOBAGA	
4797	755	FEDERAL #2	FEDERAL	FORKLIFT 27.5 TON KALMAR 2004 MOBAGA	T33104.0187

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
4798	755	FEDERAL #2	FEDERAL	LONG AIRDOX VT650 SCOOP 2007MOBAGA	650-1030
4799	755	FEDERAL #2	FEDERAL	LONG AIRDOX 488-6 SCOOP 2008MOBAGA	488-2710
4865	755	FEDERAL #2	FEDERAL	NITROGEN INJECTION SITE 2012MOBAGA	
4866	755	FEDERAL #2	FEDERAL	LW SHIELD REBUILDS (36) 2012MOBAGA	
4868	755	FEDERAL #2	FEDERAL	TIRES (4) FOR SHUTTLE CARS (PART OF CO NO 217) 2012MOBAGA	
4869	755	FEDERAL #2	FEDERAL	ADVANCING FACE 2012MOBAGA	
4870	755	FEDERAL #2	FEDERAL	ADVANCING FACE 2012MOBAGA	
4871	755	FEDERAL #2	FEDERAL	DRILLS FOR VOIST ALPINE (7) 2012MOBAGA	
4922	755	FEDERAL #2	FEDERAL	BELT WINDER 2012MOBAGA	
4923	755	FEDERAL #2	FEDERAL	LW SHIELD REBUILDS (70) 2012MOBAGA	
4955	755	FEDERAL #2	FEDERAL	REFURBISH C-SHAFT FAN 2012MOBAGA	
4956	755	FEDERAL #2	FEDERAL	LONG AIRDOX VT650 SCOOP 2006MOBAGA	650-1018
4957	755	FEDERAL #2	FEDERAL	RELOCATE FANS FROM 1 LEFT TO 11 LEFT NEW FAN 12 LEFT 2012MOBAGA	
5009	755	FEDERAL #2	FEDERAL	MAN SUPPLY HOIST REPLACEMENT 2012MOBAGA	
5068	755	FEDERAL #2	FEDERAL	JOY 12CM12-11 BX MINER 2009 MOBAGA	JM6330
5095	755	FEDERAL #2	FEDERAL	AL LEE MINI-TRAC FORKLIFT	4723
5096	755	FEDERAL #2	FEDERAL	1750KVA POWER CENTER 2005MOBAGA	U2954

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
5123	755	FEDERAL #2	FEDERAL	BELT DRIVE - EAST MAINS 2012MOBAGA	
5124	755	FEDERAL #2	FEDERAL	SANDVIK BOLTER/MINER MB450 2012MOBAGA	MB450-066
5210	755	FEDERAL #2	FEDERAL	5000 KVA LW POWER CENTER 2012MOBAGA	
5313	755	FEDERAL #2	FEDERAL	SCSRS 1339 IN SERVICE PLUS SPARES	
5378	755	FEDERAL #2	FEDERAL	SITE FOR ROCKDUST TANK AND EMULSION NORTH MAINS 2012 MOBAGA	
5459	755	FEDERAL #2	FEDERAL	SINGLE VACUUM BREAKER 2000KVA POWER CENTER	7549-1194
5462	755	FEDERAL #2	FEDERAL	EIMCO SCOOP #832 (USED) REBUILT 2011	70550240
5508	755	FEDERAL #2	FEDERAL	LONG AIRDOX 488-6 SCOOP #826 2008MOBAGA	488-2711
5517	755	FEDERAL #2	FEDERAL	CAT 988F ENDLOADER 1996	2ZR00320
5523	755	FEDERAL #2	FEDERAL	RESCUE CHAMBER 30 MAN W/SAFE HOUSE SKIDS 2008MOBAGA	452006-02-13
5524	755	FEDERAL #2	FEDERAL	RESCUE CHAMBER 30 MAN W/SAFE HOUSE SKIDS 2008MOBAGA	452006-03-13
5525	755	FEDERAL #2	FEDERAL	RESCUE CHAMBER 30 MAN W/SAFE HOUSE SKIDS 2008MOBAGA	452006-04-13
5526	755	FEDERAL #2	FEDERAL	RESCUE CHAMBER 30 MAN W/SAFE HOUSE SKIDS 2008MOBAGA	452006-05-13
5527	755	FEDERAL #2	FEDERAL	RESCUE CHAMBER 30 MAN W/SAFE HOUSE SKIDS 2008MOBAGA	452006-06

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
5528	755	FEDERAL #2	FEDERAL	RESCUE CHAMBER 30 MAN W/SAFE HOUSE SKIDS 2008MOBAGA	452006-07-13
5541	755	FEDERAL #2	FEDERAL	ROOFBOLTER FLETCHER CDDR13 2008MOBAGA	2008018
5542	755	FEDERAL #2	FEDERAL	SHIELDS REMAINDER IN SYSTEM	1331L
5543	755	FEDERAL #2	FEDERAL	SANDVIK BOLTER MINER MB450 2011 MOBAGA	MB450-064
5560	755	FEDERAL #2	FEDERAL	STRATA 30 MAN SAFETY CHAMBER	452016-01-13
5569	755	FEDERAL #2	FEDERAL	SAFETY CHAMBERS	453722-01-13
5582	755	FEDERAL #2	FEDERAL	SERVICE HOIST	
5583	755	FEDERAL #2	FEDERAL	SHIELD REMAINDER IN SYSTEM	13254
5598	755	FEDERAL #2	FEDERAL	TRANSPORTATION BUSES	IHVBRABMX1A 933785
5599	755	FEDERAL #2	FEDERAL	TRANSPORTATION BUSES	IHVBRABMX1A 911530
5600	755	FEDERAL #2	FEDERAL	TRANSPORTATION BUSES	IHVBRABMX1A 911535
5609	755	FEDERAL #2	FEDERAL	ADVANCING FACE	
5622	755	FEDERAL #2	FEDERAL	LINE POWER 1750 KVA POWER CENTER 2011 MOBAGA – CAPITAL LEASE	U3536
5655	755	FEDERAL #2	FEDERAL	LONGWALL (5 COBRA DRILLS)	
5747	755	FEDERAL #2	FEDERAL	LONGWALL SHIELD REBUILDS (34) 2013MOBAGA	



System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
5795	755	FEDERAL #2	FEDERAL	LW PANLINE 1.75M 202 SECTIONS 1.61 STD 33 INSP 8 REROUT 2013 MOBAGA	
5796	755	FEDERAL #2	FEDERAL	LONGWALL EQUIP 7RT REBUILDS 2013MOBAGA	
5885	755	FEDERAL #2	FEDERAL	EMULSION SYSTEM FOR SHIELDS INORTH	
6052	755	FEDERAL #2	FEDERAL	PUBLIC WATER PROJECT	
6053	755	FEDERAL #2	FEDERAL	1 NORTH MAINS SPLIT SHAFT	
6230	755	FEDERAL #2	FEDERAL	LW PANLINE 1.75M 202 SECTION 161 STD 33 INSP 8 REROUT 2013 MOBAGA	
6231	755	FEDERAL #2	FEDERAL	EMULSION SYSTEM LW SHIELDS 2014	
6232	755	FEDERAL #2	FEDERAL	8-LONGWALL SHIELD REBUILDS 2014MOBAGA	
6233	755	FEDERAL #2	FEDERAL	Stamler BF-14-3A Feeder Rebuild 2014 MOBAGA	14084A
6234	755	FEDERAL #2	FEDERAL	LONGWALL REBUILDS 2014MOBAGA	
6235	755	FEDERAL #2	FEDERAL	ADVANCING FACE	
6236	755	FEDERAL #2	FEDERAL	LBO NITROGEN GENERATOR (6)	5437
6237	755	FEDERAL #2	FEDERAL	LBO - GENERATORS NITROGEN PUMPING	5365
6238	755	FEDERAL #2	FEDERAL	LBO AIR COMPRESSOR	5039790
6239	755	FEDERAL #2	FEDERAL	JOY 14BU10-11DH LOADER REBUILD	9278
6240	755	FEDERAL #2	FEDERAL	SAFETY CHAMBERS - CALIBRATORS / DETECTORS	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
6350	755	FEDERAL #2	FEDERAL	LBO JOY 10SC32-48 SHUTTLE CAR MID RIDE 2008MOBAGA	ET17675
6351	755	FEDERAL #2	FEDERAL	LBO JOY 10SC32-48 SHUTTLE CAR MID RIDE 2008MOBAGA	ET17676
6352	755	FEDERAL #2	FEDERAL	LBO STAMLER BF-14-31 FEEDER 2005MOBAGA	98-SN14134
6353	755	FEDERAL #2	FEDERAL	LBO FAIRCHILD 35C SCOOP 2008MOBAGA	T400116
6354	755	FEDERAL #2	FEDERAL	LBO POWER CENTER LINE POWER	U3535
6355	755	FEDERAL #2	FEDERAL	LBO VACUUM BREAKER LINE POWER	U3551
6356	755	FEDERAL #2	FEDERAL	LBO VACCUM BREAKER LINE POWER	U3550
6357	755	FEDERAL #2	FEDERAL	LBO BATTERY & CHARGER 2010MOBAGA	0340D8/08044097
6360	755	FEDERAL #2	FEDERAL	LBO NITROGEN GENERATOR	5475
6361	755	FEDERAL #2	FEDERAL	LBO JOY 10SC32-56 SHUTTLE CAR 2011MOBAGA	ET17898
6373	755	FEDERAL #2	FEDERAL	LBO JOY 10SC32-56 SHUTTLE CAR 2011MOBAGA	ET17897
6385	755	FEDERAL #2	FEDERAL	JOY 7LS1 SHEARER 2011 MOBAGA – CAPITAL LEASE	LWS771
New CIP	755	FEDERAL #2	FEDERAL	JOY SHEARER	LWS802
6443	755	FEDERAL #2	FEDERAL	2014-CHEVROLET TAHOE	1GNSKBE08ER131419
6509	755	FEDERAL #2	FEDERAL	LBO SANDVIK BOLTER/MINER	MB450-065
6512	755	FEDERAL #2	FEDERAL	PERSONNEL CARRIER (INJURY TRANSPORT)	E12568

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
6513	755	FEDERAL #2	FEDERAL	PERSONNEL CARRIER (INJURY TRANSPORT)	E12569
6540	755	FEDERAL #2	FEDERAL	LBO FLETCHER RRJII-13 ROOF BOLTER 2010MOBAGA	2010021
6541	755	FEDERAL #2	FEDERAL	LBO FAIRCHILD 35C SCOOP 2010MOBAGA	T339-422
6542	755	FEDERAL #2	FEDERAL	LBO JOY 10SC32-56 SHUTTLE CAR 2010MOBAGA	ET17798
6543	755	FEDERAL #2	FEDERAL	LBO JOY 10SC32-56 SHUTTLE CAR 2010MOBAGA	ET17797
6544	755	FEDERAL #2	FEDERAL	LBO-AIR COMPRESSOR 5039302,9303,9304,9301,9534,9536,9533	
6545	755	FEDERAL #2	FEDERAL	LBO BATTERY CHARGER 2010MOBAGA	
6547	755	FEDERAL #2	FEDERAL	LBO FAIRCHILD 35C SCOOP 2010MOBAGA	T339-418
6548	755	FEDERAL #2	FEDERAL	LBO FAIRCHILD 35C SCOOP 2010MOBAGA	T339-421
6549	755	FEDERAL #2	FEDERAL	LBO BATTERY CHARGER 2010MOBAGA	
6550	755	FEDERAL #2	FEDERAL	LBO BATTERY CHARGER 2011MOBAGA	
6638	755	FEDERAL #2	FEDERAL	PERSONNEL CARRIER - INJURY TRANSPORT	E12653
6722	755	FEDERAL #2	FEDERAL	LBO - AIR COMPRESSORS & DRYERS	5038719
6723	755	FEDERAL #2	FEDERAL	LBO - AIR COMPRESSORS & DRYERS	5038722
6724	755	FEDERAL #2	FEDERAL	LBO - AIR COMPRESSORS & DRYERS	5038721
6725	755	FEDERAL #2	FEDERAL	LBO - AIR COMPRESSORS & DRYERS	5038720
6774	755	FEDERAL #2	FEDERAL	LONGWALL REBUILDS	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
6775	755	FEDERAL #2	FEDERAL	ADVANCING FACE	
7023	755	FEDERAL #2	FEDERAL	LBO STAMLER FEEDER BREAKER BF 14 3 7C	13346R2
7024	755	FEDERAL #2	FEDERAL	WATER TREATMENT	
7033	755	FEDERAL #2	FEDERAL	JOY SHUTTLE CAR 10SC32 2011MOBAGA – OPERATING LEASE	ET17899
7151	755	FEDERAL #2	FEDERAL	LONGWALL SHIELDS REBUILD	
7157	755	FEDERAL #2	FEDERAL	2013 GMC EXTENDED CAB	1GTR2VE7XDZ2 73999
7158	755	FEDERAL #2	FEDERAL	4 TON FORKLIFT	H2X394Z00355
7159	755	FEDERAL #2	FEDERAL	MINITRAC	E9892
7160	755	FEDERAL #2	FEDERAL	MINITRAC	E7610
7161	755	FEDERAL #2	FEDERAL	FLETCHER SINGLE BOOM	2012322
7162	755	FEDERAL #2	FEDERAL	FLETCHER SINGLE BOOM	79086
7163	755	FEDERAL #2	FEDERAL	LOCOMOTIVE 37 TON	27
7164	755	FEDERAL #2	FEDERAL	LOCOMOTIVE 37 TON	28
7165	755	FEDERAL #2	FEDERAL	LOCOMOTIVE 37 TON	49
7166	755	FEDERAL #2	FEDERAL	LOCOMOTIVE 37 TON	64817
7167	755	FEDERAL #2	FEDERAL	LOCOMOTIVE 37 TON	70110379
7168	755	FEDERAL #2	FEDERAL	LOCOMOTIVE 37 TON	77

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
7169	755	FEDERAL #2	FEDERAL	LOCOMOTIVE 37 TON	
7170	755	FEDERAL #2	FEDERAL	LOCOMOTIVE 37 TON	
7171	755	FEDERAL #2	FEDERAL	LOCOMOTIVE 37 TON	
7172	755	FEDERAL #2	FEDERAL	225 KVA Load Center	96853-0809
7173	755	FEDERAL #2	FEDERAL	225 KVA Load Center	14727-300-500
7174	755	FEDERAL #2	FEDERAL	750 KVA LOAD CENTER	32879-46711-198
7175	755	FEDERAL #2	FEDERAL	1250 KVA LOAD CENTER	6029-1250-8/94
7176	755	FEDERAL #2	FEDERAL	1250 KVA LOAD CENTER	32518-41994-496
7177	755	FEDERAL #2	FEDERAL	LW POWER CENTER	PO576
7178	755	FEDERAL #2	FEDERAL	RECTIFIER	
7179	755	FEDERAL #2	FEDERAL	RECTIFIER	R14332951525119 9
7180	755	FEDERAL #2	FEDERAL	RECTIFIER	022B08401
7181	755	FEDERAL #2	FEDERAL	RECTIFIER	22891-270131- 0205
7182	755	FEDERAL #2	FEDERAL	VACCUM BREAKER	S205OD128-01
7183	755	FEDERAL #2	FEDERAL	VACCUM BREAKER	20371-304
7184	755	FEDERAL #2	FEDERAL	VACCUM BREAKER	98063-1109
7185	755	FEDERAL #2	FEDERAL	VACCUM BREAKER	S001B001-02

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
7186	755	FEDERAL #2	FEDERAL	VACCUM BREAKER	U0485
7187	755	FEDERAL #2	FEDERAL	BELT STARTERS	10591-1500-797
7188	755	FEDERAL #2	FEDERAL	BELT STARTERS	SD000FC3-1
7189	755	FEDERAL #2	FEDERAL	BELT STARTERS	5154-1500-493
7190	755	FEDERAL #2	FEDERAL	BELT STARTERS	R4587B
7191	755	FEDERAL #2	FEDERAL	BELT STARTERS	R0387
7192	755	FEDERAL #2	FEDERAL	DISTRIBUTION BOX	M56897
7193	755	FEDERAL #2	FEDERAL	DISTRIBUTION BOX	SERSP-1359
7194	755	FEDERAL #2	FEDERAL	DISTRIBUTION BOX	M11405
7195	755	FEDERAL #2	FEDERAL	AIR SWITCH	15117
7196	755	FEDERAL #2	FEDERAL	BELT STARTERS	SD000FC3-1
7604	755	FEDERAL #2	FEDERAL	TRANSFORMER 7500 KVA	55029
7605	755	FEDERAL #2	FEDERAL	TRANSFORMER 5000 KVA	141019
7606	755	FEDERAL #2	FEDERAL	TRANSFORMER 7500 KVA	3245
Neal	755	FEDERAL #2	FEDERAL	RoofBolter CDR-13	94045/2013320
Neal	755	FEDERAL #2	FEDERAL	AL Lee emergency personnel carrier	15-E12709
Neal	755	FEDERAL #2	FEDERAL	Sandvik Miner model MB450	064
NEW CIP 1	755	FEDERAL #2	FEDERAL	UPGRADE WATER HANDLING SYSTEM	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
NEW CIP 2	755	FEDERAL #2	FEDERAL	VOEST ALPINE REBUILD	
NEW CIP 3	755	FEDERAL #2	FEDERAL	SEALS	
NEW CIP 4	755	FEDERAL #2	FEDERAL	SCOOP REBUILD	
NEW CIP 5	755	FEDERAL #2	FEDERAL	SHUTTLE CAR REBUILD	
NEW CIP 6	755	FEDERAL #2	FEDERAL	1 NORTH MAINS SPLIT SHAFT	
68	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	STORAGE BUILDINGS PLANT WAREHOUSE 1998MOBAGA	
147	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	2008 FORD F550 LIGHT DUTY TRUCK LE 2008MOBAGA	1FDAAF57Y98EC9 9199
396	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	BUILDINGS-OTHER TRUCK GARAGE AT REFUSE AREA 2 BAYS 50 X 50 1968MOBAFA	
397	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	CAT D9L DOZER 1985MOBAPA	14Y02935
398	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	CAT 12G MOTOR GRADER 1974MOBAFA	61M15428
399	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	MACK DMC8866X 6000 GAL TRK 1981MOBAGA	1M2C114C3BA00 1009
619	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	CAT 966C ENDLOADER 1977MOBAGA	76J11059

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
1231	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	PLANT BOX FOUNDATION	
1232	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	PLANT BOX STRUCTURE	
1233	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	PLANT BOX PIPING	
1234	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	PLANT BOX ELECTRICAL	
1235	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	PLANT BOX EQUIPMENT	
1236	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	PLANT BOX LABOR	
1237	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	PLANT COAL CONVEYORS	
1238	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	PLANT RAW COAL STORAGE	
1239	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	PLANT CLEAN COAL STORAGE	
1240	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	PLANT REFUSE CONVEYORS	
1241	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	PLANT LOADOUTS	
1242	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	PLANT MISC STRUCTURES	



System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
2201	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	HOIST HANDLING FACILITIES 2003MOBAGA	
2202	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	HOIST HANDLING FACILITIES 2004MOBAGA	
2203	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	CAT D10R DOZER 2005MOBAGA	ATK00455
2205	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	CAT773D 50 TON TRUCK 2005MOBAGA	7ER00540
2206	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	LABORATORY EQUIPMENT SULFUR ANALYZER 2008MOBAGA	5632C
2207	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	CAT D10R DOZER 2004MOBAGA	AKT00350
2208	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	PRINT & MOD IBM-30 SYS(S/N 23-9017211)IBM MON(S/N 23-9017211) PWR SUP(S/N 1542C)	
2583	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	2012 BOBCAT	S130
2915	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	MOBILE TRAILERS - BATH ADJACENT TO REFUSE SHOP 1 (10X 32) TRAILER 1983MOBAFA	
2916	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	CAT 834B WHEEL TRACTOR 1988MOBAFA	92Z00342
2917	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	CAT D7H-LGP DOZER 1991MOBAGA	4FG4107
2918	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	CAT 988B ENDLOADER 1987MOBAFA	50W08586

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
2919	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	HITACHI UH-123 EXCAVATOR 1987MOBAGA	T0710CJ767435
4284	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	REPAIR THICKENER STRUCTURE 2010MOBAGA	
4573	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	CAT 966C ENDLOADER	76J10475
4574	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	(2)CAT 773 50 TON TRUCKS 2000MOBAGA	7C500560 & 7C500323
4606	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	CAT988B LOADER 1990MOBAGA	50W10478
4653	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	CAT 2008 MODEL TL642 FORKLIFT 2011MOBAGA	0TBK915
4654	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	COAL ANALYZER 2011MOBAGA	
4728	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	CYCLONE REJECTS BYPASS PROJECT 2011MOBAGA	
4744	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	C20000 CALORIMETER 2009MOBAGA	
4758	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	FIRE DETECTION 2011 MOBAGA	
4806	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	ROTARY BREAKER 2011MOBAGA	
4807	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	OVERLAND BELT REFUSE UPGRADE 2011MOBAGA	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
4965	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	LECO SULFUR ANALYZER 2008MOBAGA	
5010	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	BELT UPGRADE (STACKER BELT) 2012MOBAGA	
5860	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	COAL SKIP 2013MOBAGA	
6584	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	SLURRY MONITORING SYSTEM	
6778	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	2002 FORD TRUCK F450 4X4 LIGHT VEHICLE TRUCK LEASE 2002MOBAGA	1FDXF47S X2EA8 2803
6779	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	2011 F250 CREW CAB	1FT7W2B61BEC 02913
6780	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	LBO BOBCAT	A5HA35631
6798	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	SLURRY MONITORING SYSTEM	
7153	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	GPS DOZERS	
7156	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	2013 GMC EXTENDED CAB	1GTR2VE76DZ33 7567
NEW CIP 7	756	FEDERAL NO. 2 PREP PLANT	FEDERAL	COAL SKIP	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
416	772	KOPPERSTON PREPARATION PLANT	ROCKLICK CLOSED	ROADS - ACCESS APPROXIMATELY 17.1 MILES 1985WYOCFA	
9	824	BIG MOUNT./ROBIN HOOD JOINT	BIG MOUNTAIN	TRANS-SECOND 100KVA WESTINGHOUSE PRENTER WAREHOUSE 1975BOSHGA	75AM4099
10	824	BIG MOUNT./ROBIN HOOD JOINT	BIG MOUNTAIN	TRANSFORMER-SECONDARY 100KVA WESTINGHOUSE PRENTER WAREHOUSE 1975BOSHGA	75AM4102
11	824	BIG MOUNT./ROBIN HOOD JOINT	BIG MOUNTAIN	TRANSFORMER-SECONDARY 100KVA WESTINGHOUSE PRENTER WAREHOUSE 1975BOSHGA	75AM4103
1571	824	BIG MOUNT./ROBIN HOOD JOINT	BIG MOUNTAIN	BUILDING OFFICE 64FT X 88FT BUILDING MAIN OFFICE W/22FT X 12 FT. EXT. 1978BOSHGA	
1572	824	BIG MOUNT./ROBIN HOOD JOINT	BIG MOUNTAIN	POWERLINE SURFACE POWER TRANSMISSION LINE 1977BOSHGA	
1573	824	BIG MOUNT./ROBIN HOOD JOINT	BIG MOUNTAIN	TRANSFORMER-MAIN SUBSTATION MAIN SUBSTATION 1977BOSHGA	
1574	824	BIG MOUNT./ROBIN HOOD JOINT	BIG MOUNTAIN	BUILDING-WAREHOUSE CENTRAL WAREHOUSE 1989BOSHGA	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
1575	824	BIG MOUNT./ROBIN HOOD JOINT	BIG MOUNTAIN	FRESH WATER SYSTEM-EQUIPMENT CENTRAL WATER SYSTEM 1989BOSHGA	
1576	824	BIG MOUNT./ROBIN HOOD JOINT	BIG MOUNTAIN	MATLS & SUPPLIES FOR OFFICE RENOVATION AT BIG MOUNTAIN JOINT OFFICE 1992BOSHGA	
2868	824	BIG MOUNT./ROBIN HOOD JOINT	BIG MOUNTAIN	2000FT CHAIN LINK PARK AREA & YARD ASPHALT PAVED PARK AREA YARD LIGHT 1978BOSHGA	
2870	824	BIG MOUNT./ROBIN HOOD JOINT	BIG MOUNTAIN	BUILDING-SECURITY 8FT X 8FT X 8FT GUARD HOUSE MAIN GATE 1989BOSHGA	
1134	833	BIG MOUNTAIN PREP PLANT	BIG MOUNTAIN	PLANT BOX FOUNDATION	
1135	833	BIG MOUNTAIN PREP PLANT	BIG MOUNTAIN	PLANT BOX STRUCTURE	
1136	833	BIG MOUNTAIN PREP PLANT	BIG MOUNTAIN	PLANT BOX PIPING	
1137	833	BIG MOUNTAIN PREP PLANT	BIG MOUNTAIN	PLANT BOX ELECTRICAL	
1138	833	BIG MOUNTAIN PREP PLANT	BIG MOUNTAIN	PLANT BOX EQUIPMENT	
1139	833	BIG MOUNTAIN PREP PLANT	BIG MOUNTAIN	PLANT BOX LABOR	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
1140	833	BIG MOUNTAIN PREP PLANT	BIG MOUNTAIN	PLANT COAL CONVEYORS	
1141	833	BIG MOUNTAIN PREP PLANT	BIG MOUNTAIN	PLANT RAW COAL STORAGE	
1142	833	BIG MOUNTAIN PREP PLANT	BIG MOUNTAIN	PLANT CLEAN COAL STORAGE	
1143	833	BIG MOUNTAIN PREP PLANT	BIG MOUNTAIN	PLANT TRUCK DUMPS	
1144	833	BIG MOUNTAIN PREP PLANT	BIG MOUNTAIN	PLANT REFUSE CONVEYORS	
1145	833	BIG MOUNTAIN PREP PLANT	BIG MOUNTAIN	PLANT LOADOUTS	
1146	833	BIG MOUNTAIN PREP PLANT	BIG MOUNTAIN	PLANT MISC STRUCTURES	
1579	833	BIG MOUNTAIN PREP PLANT	BIG MOUNTAIN	BUILDING-SHOP 60 X 60 BUILDING TRUCK GARAGE 1971BOSHGA	
1591	836	BIG MOUNTAIN #16	BIG MOUNTAIN	BUILDING - SHOP MINE OFFICE MAN TRIP BUILDING 1991BOSHGA	
1593	836	BIG MOUNTAIN #16	BIG MOUNTAIN	FRESH WATER SYS-LINE WATER SUPPLY SYS LABOR AND EQUIP. TO INSTALL 1991BOSHGA	
1613	836	BIG MOUNTAIN #16	BIG MOUNTAIN	STACKER BELT PROJECT REDESIGN OF BELT TRANSFER 2006BOSHGA	
1615	836	BIG MOUNTAIN #16	BIG MOUNTAIN	SURFACE PROJECT / PARKING LOT CONSTRUCTION 2006BOCRGA	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
2487	836	BIG MOUNTAIN #16	BIG MOUNTAIN	CONV SYS STRUCTURE 48 STRUCTURE LAB&MATS TO INSTALLOVERLAND CONV SYS 1991BOSHGA	
4347	836	BIG MOUNTAIN #16	BIG MOUNTAIN	MINING CONTROLS - SUB STATION	
NEW CIP 76	894	HILLSIDE MINING LAND AREA	ROCKLICK CLOSED	SEALS FOR UNIT 1	
175	901	EAGLE DOCK	MIDWEST CLOSED	STORAGE BUILDING PURCHASED 1980 FOR \$10000	
2857	901	EAGLE DOCK	MIDWEST CLOSED	SAMPLING SYSTEM	
2858	901	EAGLE DOCK	MIDWEST CLOSED	DOCK LOADING FACILITY	
2859	901	EAGLE DOCK	MIDWEST CLOSED	ROAD LEVEE ALONG #22 BELT CONVEYOR TO LOADING DOCK	
2860	901	EAGLE DOCK	MIDWEST CLOSED	SUPPLY DOCK	
2861	901	EAGLE DOCK	MIDWEST CLOSED	MORTON BUILDING 30X12X40 ELECTRICAL SHOP AND STORAGE	
2862	901	EAGLE DOCK	MIDWEST CLOSED	STANDOFF PILING DOCK	
5923	976	JARRELLS BRANCH	BIG MOUNTAIN	40 LOCKERS 2004BOSHFA	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
5940	979	LOGAN FORK MINE	BIG MOUNTAIN	LOGAN FORK CONTRACT MINE	
5941	979	LOGAN FORK MINE	BIG MOUNTAIN	LOGAN FORK CONTRACT MINE	
6515	985	TYGART RIVER MINE	NORTHERN CLOSED	2002 FORD TRUCK F250 4X4 LIGHT DUTY TRUCK LEASE 2002MOBAGA	IFTNF21L72EC4 9975
6516	985	TYGART RIVER MINE	NORTHERN CLOSED	2003 FORD EXPEDITION 2003MOBAGA	1FMPU16L43LC2 0105
7198	985	TYGART RIVER MINE	NORTHERN CLOSED	2002 FORD F250 BOOM TRUCK	1FDNK64N1CVA 03128
441	1580	COLONY BAY CONTRACT MINE	ROCKLICK CLOSED	BUILDINGS - SHOP WAREHOUSE & DOCK 11000 SQ. FT. STEEL BLD. 1981BOCRGA	
5472	1580	COLONY BAY CONTRACT MINE	ROCKLICK CLOSED	KOMATSU PC-400LC-730 EXCAVATOR	60071
1624	1919	LOWER DOROTHY MINE	BIG MOUNTAIN	DOROTHY OVERLAND BELT 2008BOSHGA	
549	2017	HOBET ADMIN-GENERAL	CORRIDOR G	2010 FORD EXPLORER SILVER MINE MANAGERS VEHICLE	1FMEU7DE7AU A81223
4082	2017	HOBET ADMIN-GENERAL	CORRIDOR G	SOFTWARE EXP CAPITALIZED	



System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
4115	2070	MUD RIVER CENTRAL FACILITY	CORRIDOR G	SOFTWARE EXP CAPITALIZED	
3588	2190	RUGAR PORTAL OPERATIONS	REMINGTON CLOSED	750 KVA POWER CENTER	
3589	2190	RUGAR PORTAL OPERATIONS	REMINGTON CLOSED	1500 KVA SECTION POWER CENTER	
3590	2190	RUGAR PORTAL OPERATIONS	REMINGTON CLOSED	750 KVA POWER CENTER	
3592	2190	RUGAR PORTAL OPERATIONS	REMINGTON CLOSED	300 KVA POWER CENTER	
3593	2190	RUGAR PORTAL OPERATIONS	REMINGTON CLOSED	225KVA POWER CENTER	
3594	2190	RUGAR PORTAL OPERATIONS	REMINGTON CLOSED	225KVA POWER CENTER	
3595	2190	RUGAR PORTAL OPERATIONS	REMINGTON CLOSED	225KVA POWER CENTER	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3596	2190	RUGAR PORTAL OPERATIONS	REMINGTON CLOSED	150 KVA POWER CENTER	
3597	2190	RUGAR PORTAL OPERATIONS	REMINGTON CLOSED	150 KVA POWER CENTER	
3598	2190	RUGAR PORTAL OPERATIONS	REMINGTON CLOSED	150 KVA POWER CENTER	
3599	2190	RUGAR PORTAL OPERATIONS	REMINGTON CLOSED	TELEPHONE SYSTEMS	
3603	2190	RUGAR PORTAL OPERATIONS	REMINGTON CLOSED	PHONE SYSTEM	
3606	2190	RUGAR PORTAL OPERATIONS	REMINGTON CLOSED	850 KVA BELT POWER CENTER	
3607	2190	RUGAR PORTAL OPERATIONS	REMINGTON CLOSED	POWER CENTER	
3821	2190	RUGAR PORTAL OPERATIONS	REMINGTON CLOSED	JOY 14CM15 MINER	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3822	2190	RUGAR PORTAL OPERATIONS	REMINGTON CLOSED	JOY 14CM15 MINER	
4170	2190	RUGAR PORTAL OPERATIONS	REMINGTON CLOSED	PUNCH-OUT SOUTH OF SANDSTONE -MAG. PAA-CIP	
4171	2190	RUGAR PORTAL OPERATIONS	REMINGTON CLOSED	SCSRS AND RELATED -MAG. PAA-CIP	
3579	2192	DESKINS OPERATIONS	REMINGTON CLOSED	500 KVA POWER CENTER	
3580	2192	DESKINS OPERATIONS	REMINGTON CLOSED	500 KVA POWER CENTER	
3581	2192	DESKINS OPERATIONS	REMINGTON CLOSED	400 KVA POWER CENTER	
3582	2192	DESKINS OPERATIONS	REMINGTON CLOSED	250 KVA POWER CENTER	
3584	2192	DESKINS OPERATIONS	REMINGTON CLOSED	750KVA POWER CENTER	
3591	2192	DESKINS OPERATIONS	REMINGTON CLOSED	500 KVA POWER CENTER	
4175	2192	DESKINS OPERATIONS	REMINGTON CLOSED	MINE DEVELOPMENT - OTHER	
550	2290	JOB 21	CORRIDOR G	1998 VOLVO BOOM TRUCK	4VHFCC9F7XN8 67077

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
772	2290	JOB 21	CORRIDOR G	F250 4X4 CR	1FT7W2B6ICEA 14961
992	2290	JOB 21	CORRIDOR G	26519 ATLAS DM-45 DRILL	8354
980	2290	JOB 21	CORRIDOR G	21909 CAT 994 – OPERATING LEASE – POSSIBLE LEASE REJECTION	DWC00301
1000	2290	JOB 21	CORRIDOR G	CAT 789C HAUL TRUCK	2BW01058
1038	2290	JOB 21	CORRIDOR G	CAT IT14G INTEGRATED TOOL CARRIER – OPERATING LEASE	KZLN00992
1039	2290	JOB 21	CORRIDOR G	CAT D10T TRACTOR – OPERATING LEASE	RJG02833
1266	2290	JOB 21	CORRIDOR G	26701 -06 REED SKSW DRILL 10-5/8-H21 ASSET #136079.	
1267	2290	JOB 21	CORRIDOR G	20612 - 01 D11R - HOBET 21 OLD EQUIPMENT # 134880.	
3128	2290	JOB 21	CORRIDOR G	61566 - FREIGHTLINER 1995/MIMS#917	1FV6HLAA3R15 70411
3130	2290	JOB 21	CORRIDOR G	1994 830E DRESSER TRUCK - GLIDER SYSTEM 24506	GF32195AFE32B G
3136	2290	JOB 21	CORRIDOR G	24510 - 1994 830E DRESSER TRUCK	GF32340AFE32C J
3145	2290	JOB 21	CORRIDOR G	61497 MECH. TRUCK	1HTSCPHP9PH51 4793

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3146	2290	JOB 21	CORRIDOR G	INTERNATIONAL MECH TRUCK - REBUILD	IHTSCACP8RH5 73924
3148	2290	JOB 21	CORRIDOR G	INTERNATIONAL MECH TRUCK - REBUILD	IHTSDPNP4PH4 89478
3150	2290	JOB 21	CORRIDOR G	61511 WELD TRUCK	IHTSPAAP5TH3 14539
3158	2290	JOB 21	CORRIDOR G	21352 - 1997 CAT 992G ENLOADER HIGH LIFT	7HR00123
3161	2290	JOB 21	CORRIDOR G	26516- DM50E I/R DRILL - SN-7802	7802
3178	2290	JOB 21	CORRIDOR G	789 CATERPILLAR ROCK TRUCK	2BW1299
3179	2290	JOB 21	CORRIDOR G	26518- DM50E I/R DRILL - S# 8200	8200
3193	2290	JOB 21	CORRIDOR G	24601- 630E DRESSER TRUCK- ROCK TRUCK	PCF31251AFE38 E
3194	2290	JOB 21	CORRIDOR G	630E DRESSER TRUCK - GLIDER KIT 24602	PCF31252AFE38 E
3195	2290	JOB 21	CORRIDOR G	630E DRESSER TRUCK - GLIDER KIT 24603	GAE2216630E
3196	2290	JOB 21	CORRIDOR G	111635 - JOHN DEERE FORK LIFT	383001
3197	2290	JOB 21	CORRIDOR G	20527- 97 CAT D10R- H21	3KR00941

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3201	2290	JOB 21	CORRIDOR G	024901 -88 789 ROCK TRUCK - HOBET	9ZC00191
3202	2290	JOB 21	CORRIDOR G	024902 -88 789 ROCK TRUCK - HOBET	9ZC00192
3203	2290	JOB 21	CORRIDOR G	024903 -91 789 ROCK TRUCK - HOBET	9ZC00540
3204	2290	JOB 21	CORRIDOR G	24604- 630E GLIDER KIT	GAE2209630E
3205	2290	JOB 21	CORRIDOR G	24605- 630E GLIDER KIT	GAE2214630E
3206	2290	JOB 21	CORRIDOR G	110647 - 1983 WABCO 170D TON - H21	0740AFE36E
3207	2290	JOB 21	CORRIDOR G	630E GLIDER KIT 24606	GAE2205630E
3208	2290	JOB 21	CORRIDOR G	105155 - 81 CAT 777 WATER TRUCK -H21	84A00844
3210	2290	JOB 21	CORRIDOR G	49501- 92 495 B.E. SHOVEL- H21	140931
3211	2290	JOB 21	CORRIDOR G	24517- 92 830E WABCO 240 TON - H21	GF31859AFE32H
3212	2290	JOB 21	CORRIDOR G	24515- 92 830E WABCO 240 TON - H21	GF31904AFE32H
3213	2290	JOB 21	CORRIDOR G	24516- 830E WABCO 240 TON- H21	GF31905AFE32H

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3214	2290	JOB 21	CORRIDOR G	24518- 830E WABCO 240 TON- H21	GF31906AFE32H
3216	2290	JOB 21	CORRIDOR G	24520- 92 830E WABCO 240 TON- H21	GF31974AFE32H
3217	2290	JOB 21	CORRIDOR G	132136 - V300B CAT FORK TRUCK-H21 MAINT	72Y00794
3218	2290	JOB 21	CORRIDOR G	131024 -V51B CAT FORKLIFT - H21 OLD SHOP	89M00665
3219	2290	JOB 21	CORRIDOR G	128058 -91 CAT GENSET ON TRAILER - H21	2WB10139
3220	2290	JOB 21	CORRIDOR G	113131 -84 BOB CAT LOADER - H21	5019M18842
3221	2290	JOB 21	CORRIDOR G	761291 -1995 MACK ANFO TRUCK - HM21	1M2E184C6RM0 01922
3222	2290	JOB 21	CORRIDOR G	120219 -90 GMC AUTOCAR BULK ANFO	4V2SCBF0MU50 8931
3223	2290	JOB 21	CORRIDOR G	129356 -92 INTERNATIONAL POWDER TK	1HTSEPLN9NH4 56889
3224	2290	JOB 21	CORRIDOR G	130257 -92 AUTOCAR STEAM JENNY - H21	4V2SCBCF2PR51 1952
3226	2290	JOB 21	CORRIDOR G	21307- CMR FOR 992G COAL LOADER EQ#920	7HR75011
3227	2290	JOB 21	CORRIDOR G	22009- 95 CAT 325L EXCAVATOR	7LM00460

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3228	2290	JOB 21	CORRIDOR G	24801- GLIDER KIT- 685E DRESSER TRUCK- H21S	GAE2197 685E
3229	2290	JOB 21	CORRIDOR G	GLIDER KIT - 685E DRESSER TRUCK - H21S 24802	GAE2206 685E
3230	2290	JOB 21	CORRIDOR G	GLIDER KIT - 685E DRESSER TRUCK - H21S 24803	GAE2208 685E
3232	2290	JOB 21	CORRIDOR G	24514 - 830E DRESSER TRUCK	GF31971AFE32- BA
3233	2290	JOB 21	CORRIDOR G	24401 - 785 TRK - HM21	8GB180
3234	2290	JOB 21	CORRIDOR G	24402 - 785 CAT TRUCK - HM21	8GB181
3235	2290	JOB 21	CORRIDOR G	24403 - 785 WATER TRUCK - HM21	8GB184
3236	2290	JOB 21	CORRIDOR G	111503 -84 834B CAT RUB TIRE JACK HAMMER	92Z00220/WALK ER7233
3237	2290	JOB 21	CORRIDOR G	88136 FORD F800 4X4 REEL TRUCK 1996	1FDPF80CXTVA 12679
3238	2290	JOB 21	CORRIDOR G	24227 - 1989 CAT777B TRUCK - HOBET	4YC01012
3240	2290	JOB 21	CORRIDOR G	20520- D10R- REBUILD	3KR01685
3241	2290	JOB 21	CORRIDOR G	21304 - 01 992G LOADER - H21	ADZ00338



System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3242	2290	JOB 21	CORRIDOR G	24904 - 01 CAT789 - H21	2BW00521
3243	2290	JOB 21	CORRIDOR G	24905 - 01 CAT789 - H21	2BW00522
3244	2290	JOB 21	CORRIDOR G	24906 - 01 CAT789 - H21	2BW00523
3246	2290	JOB 21	CORRIDOR G	26411- 2001 DML DRILL HM21	7692
3249	2290	JOB 21	CORRIDOR G	20401- WD600-3 KOMD RUB TIRE DOZER H21	KMTWD004C260 50005
3250	2290	JOB 21	CORRIDOR G	134856 -2004 MACK ANFO TRUCK - HM21	1M2B209C65M03 0504
3252	2290	JOB 21	CORRIDOR G	134961 - 2004 GMC TOPKICK WELD TRK	1GDM7C145F507 345
3253	2290	JOB 21	CORRIDOR G	20603- D11RCD- HOBET 21	AAF00237
3254	2290	JOB 21	CORRIDOR G	134937 - 2004 MACK FUEL TK - H21	1M2AG11C45M0 27180
3255	2290	JOB 21	CORRIDOR G	20613-04 D11R- HOBET 21	7PZ00378
3257	2290	JOB 21	CORRIDOR G	136019 - 2005 GMC WELD TRK	1GDM7C1CX5F5 10783
3259	2290	JOB 21	CORRIDOR G	20526- 06 CAT D10T	RJG00749

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3261	2290	JOB 21	CORRIDOR G	20525-06 CAT D10T	RJG00735
3262	2290	JOB 21	CORRIDOR G	136059 - 2006 GMC WELD TRK	1GDM7C1CX6F4 27579
3263	2290	JOB 21	CORRIDOR G	26601 -06 REED SKF DRILL 9-H21	1K68X33
3264	2290	JOB 21	CORRIDOR G	24205 CAT777D ROCK TRUCK	AGC00871
3265	2290	JOB 21	CORRIDOR G	24204 CAT777D ROCK TRUCK	AGC00932
3267	2290	JOB 21	CORRIDOR G	80075 - 2001 GROVE CRANE-H21	222265
3268	2290	JOB 21	CORRIDOR G	2007 KOMATSU PC300	A88523
3269	2290	JOB 21	CORRIDOR G	88301- 1996 GMC TOPKICK - MECHANIC TRUCK	1GDM7H1J6TJ51 7221
3270	2290	JOB 21	CORRIDOR G	20521-07-D10T	RJG00665
3272	2290	JOB 21	CORRIDOR G	88202-2007 INTERNATIONAL 5600	1HTXH5BT68J66 7075
3275	2290	JOB 21	CORRIDOR G	21407-CAT IT28 FORKLIFT	8CR03923
3276	2290	JOB 21	CORRIDOR G	20548- CATERPILLAR D10R DOZER	3KR01049

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3277	2290	JOB 21	CORRIDOR G	20550-CAT D10R DOZER	3KR01635
3295	2290	JOB 21	CORRIDOR G	24501 - 830E DRESSER TRK -GAE2154830E	GAE2154830E
3296	2290	JOB 21	CORRIDOR G	24502 - 830E DRESSER TRK- GAE2157830E	GAE2157830E
3297	2290	JOB 21	CORRIDOR G	24503 - 830E DRESSER TRK-GF32121AFE32-BD	GAE2164830E
3301	2290	JOB 21	CORRIDOR G	24508 - 830E DRESSER TRK-GAE2152830E	GAE2152830E
3305	2290	JOB 21	CORRIDOR G	24512 - 830E DRESSER TRK-GF32252AFE32-BD	GF32252AFE32-BM
3313	2290	JOB 21	CORRIDOR G	61434 - 1994 INTERNATIONAL TRUCK	1HTSCACP8RH5 77603
3315	2290	JOB 21	CORRIDOR G	61429 - 1994 INTERNATIONAL DBL WELD TRK.	1HTSCACP6RH5 77602
3316	2290	JOB 21	CORRIDOR G	61430 - 1994 INTERNATIONAL WELD TRK.	1HTSCACP4RH5 77601
3342	2290	JOB 21	CORRIDOR G	26114 - IR50 DRILL - S/N - 7900	7900
3348	2290	JOB 21	CORRIDOR G	61889 - C7500 GMC WELDING TRUCK	1GDM7C1C95F5 32595
3350	2290	JOB 21	CORRIDOR G	83004 - CAT FORKLIFT-TH560B	SLG01461

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3361	2290	JOB 21	CORRIDOR G	20126- CATERPILLAR D6R DOZER	ADE00252
3364	2290	JOB 21	CORRIDOR G	24166-CAT 769C WATER TRUCK	1X03370
3382	2290	JOB 21	CORRIDOR G	21208 - CAT988F ENDLOADER - 8YG0199	8YG0199
3388	2290	JOB 21	CORRIDOR G	136073 2003 F350 4X4 ENGINEERING TRK H21	1FTSX31L03EA9 1213
3389	2290	JOB 21	CORRIDOR G	000049 OVERHEAD 5/30 SHOP CRANE	
3390	2290	JOB 21	CORRIDOR G	000050 - 40 TON SHOP CRANE-H21	
3391	2290	JOB 21	CORRIDOR G	127426 97 FORD F350 FIRE TRUCK - H21	1FTHF36H1VEC2 9846
3392	2290	JOB 21	CORRIDOR G	GENSET #2 - HOBET 21	
3393	2290	JOB 21	CORRIDOR G	LP0003 -2000 IR LIGHT PLANT -H21	307176ULJ789
3394	2290	JOB 21	CORRIDOR G	LP0006 2001 IR LIGHT PLANT - H21	319918
3395	2290	JOB 21	CORRIDOR G	LP0007 2001 IR LIGHT PLANT - H21	319919
3396	2290	JOB 21	CORRIDOR G	LP0008 - 2001 IR LIGHT PLANT - H21	319709UCL789

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3397	2290	JOB 21	CORRIDOR G	LP0009 - IR 2001 LIGHT PLANT - H21S	319710UCL789
3398	2290	JOB 21	CORRIDOR G	1998 JEEP CO#J101	1J4FJ285XWL201 186
3399	2290	JOB 21	CORRIDOR G	88140 2006 F250 4X4 ENGINEERING TRK H21	1FTSX21526ED6 0764
3400	2290	JOB 21	CORRIDOR G	88141 2006 F250 4X4 ENGINEERING TRK H21	1FTSX21556ED4 3540
3401	2290	JOB 21	CORRIDOR G	88302 07 FORD F350 ELECTRICIAN - H21	1FTWTF31518EA7 5681
3402	2290	JOB 21	CORRIDOR G	24101- 2008 KOMATSU 9000 GAL FUEL TRUCK	KMTHD030C260 07373
3403	2290	JOB 21	CORRIDOR G	MUD RIVER SHOP	
3404	2290	JOB 21	CORRIDOR G	2006 FORD F 150 TRUCK RED	1FTRX14W46FA 36383
3641	2290	JOB 21	CORRIDOR G	61751- F-450 4X4 - 1FDXF47R98EC54227	1FDXF47R98EC5 4227
3823	2290	JOB 21	CORRIDOR G	2008 INTERNATIONAL 7300 POWDER TRUCK	1HTWBAAN19J0 73005
3927	2290	JOB 21	CORRIDOR G	REBUILD CAT D10R DOZER	
3929	2290	JOB 21	CORRIDOR G	2006 INTERNATIONAL 5600 LUBE TRUCK	1HTXHST67J51 9974

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3942	2290	JOB 21	CORRIDOR G	22011- CAT 320CL	
3943	2290	JOB 21	CORRIDOR G	21230- CAT 988H	TBXY00559
4003	2290	JOB 21	CORRIDOR G	2004 CHEVY SILVERADO	IGCEK14V54E24 1444
4008	2290	JOB 21	CORRIDOR G	CAT 988G LEASE BUYOUT	
4145	2290	JOB 21	CORRIDOR G	SOFTWARE EXP CAPITALIZED	
4174	2290	JOB 21	CORRIDOR G	REBUILD CAT 992G LOADER-135089 -MAG. PAA-CIP	
4187	2290	JOB 21	CORRIDOR G	DRAGLINE CROSSG-BERRY BRANCH HILL FORK RESERVES -MAG. PAA-CIP	
4306	2290	JOB 21	CORRIDOR G	23205- LEASE BUYOUT CAT 16H MOTOR GRADER	
4336	2290	JOB 21	CORRIDOR G	21301- LEASE BUYOUT OF CAT 992G	AZX00557
4563	2290	JOB 21	CORRIDOR G	24804 685 DRESSER TRUCK REBUILD	GFE31621AFE43- AM
4994	2290	JOB 21	CORRIDOR G	CAT 215 JOHN HENRY DRILL	
4995	2290	JOB 21	CORRIDOR G	CAT D11R DOZER REBUILD	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
5107	2290	JOB 21	CORRIDOR G	24219-773E SERVICE TRUCK	BDA00125
5156	2290	JOB 21	CORRIDOR G	26116 - IR50 DRILL - S/N - 8399	8399
5254	2290	JOB 21	CORRIDOR G	PERMITTING SM 45	
5255	2290	JOB 21	CORRIDOR G	DEVELOPMENT SM 45 S-5002-07	
5256	2290	JOB 21	CORRIDOR G	STREAM MITIGATION	
5257	2290	JOB 21	CORRIDOR G	PERMITTING CHESTNUT OAK	
5258	2290	JOB 21	CORRIDOR G	CHESTNUT OAK MINE DEVELOPMENT	
5436	2290	JOB 21	CORRIDOR G	2013 WESTERN STAR 6X6 W/ ANFO BED	
5437	2290	JOB 21	CORRIDOR G	2013 WESTERN STAR 6X6 W/ ANFO BED	
5466	2290	JOB 21	CORRIDOR G	CAT 993K LOADER	Z9K00300
5572	2290	JOB 21	CORRIDOR G	USED 1993 CATERPILLAR 785B TRUCK W/NEW WATER TANK	
5617	2290	JOB 21	CORRIDOR G	CAT 16M MOTOR GRADER - CAPITAL LEASE	B9H00483

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
5623	2290	JOB 21	CORRIDOR G	ATLAS COPCO DM-50 BLASTHOLE DRILL - CAPITAL LEASE	9149
5913	2290	JOB 21	CORRIDOR G	HOBET DRAGLINE	140510
6388	2290	JOB 21	CORRIDOR G	3/4 TON BLASTING TRUCK	1GThK24U16E24 6895
6553	2290	JOB 21	CORRIDOR G	21566-CAT 993K Loader - CAPITAL LEASE	Z9K00308
6618	2290	JOB 21	CORRIDOR G	TRUCK-END DUMP: UP TO 35 TONS LTL9000 FORD 16FT DUMP LIC. B37-745 1989BOCRGA	1FDZA90X8KVA 15496
NEW CIP 85	2290	JOB 21	CORRIDOR G	138KV POWER LINE EXTENSION	
NEW CIP 86	2290	JOB 21	CORRIDOR G	MINE DEVELOPMENT	
3353	2295	THUNDERHILL COAL OPERATIONS	JUPITER	SM61896 - 2006 STERLING FUEL TRUCK	2FZHAZCK06A V 59954
3360	2295	THUNDERHILL COAL OPERATIONS	JUPITER	23202 - CAT16G GRADER - 93U2786	93U2786
3419	2295	THUNDERHILL COAL OPERATIONS	JUPITER	15KV 60 AMP SUBSTATION	



System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3420	2295	THUNDERHILL COAL OPERATIONS	JUPITER	10X12 GUARD SHACK	
3421	2295	THUNDERHILL COAL OPERATIONS	JUPITER	12X56 BUILDING	
3422	2295	THUNDERHILL COAL OPERATIONS	JUPITER	OFFICE BUILDING	
3423	2295	THUNDERHILL COAL OPERATIONS	JUPITER	SAFE	
3808	2295	THUNDERHILL COAL OPERATIONS	JUPITER	CYCLONE CLASSIFYING	
3809	2295	THUNDERHILL COAL OPERATIONS	JUPITER	CYCLONE CLASSIFYING	
3810	2295	THUNDERHILL COAL OPERATIONS	JUPITER	CYCLONE CLASSIFYING	
3811	2295	THUNDERHILL COAL OPERATIONS	JUPITER	CYCLONE CLASSIFYING	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3812	2295	THUNDERHILL COAL OPERATIONS	JUPITER	CYCLONE CLASSIFYING	
3813	2295	THUNDERHILL COAL OPERATIONS	JUPITER	PUMP UNDERFLOW/SLURRY	
3814	2295	THUNDERHILL COAL OPERATIONS	JUPITER	PUMP UNDERFLOW/SLURRY	
3815	2295	THUNDERHILL COAL OPERATIONS	JUPITER	PUMP UNDERFLOW/SLURRY	
3816	2295	THUNDERHILL COAL OPERATIONS	JUPITER	PUMP UNDERFLOW/SLURRY	
3817	2295	THUNDERHILL COAL OPERATIONS	JUPITER	PUMP UNDERFLOW/SLURRY	
3818	2295	THUNDERHILL COAL OPERATIONS	JUPITER	TANK CLARIFIED WATER	
3819	2295	THUNDERHILL COAL OPERATIONS	JUPITER	DISTRIBUTOR	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3913	2295	THUNDERHILL COAL OPERATIONS	JUPITER	FIRE SUPPRESSION SYSTEMS	
4179	2295	THUNDERHILL COAL OPERATIONS	JUPITER	MINE DEVELOPMENT - OTHER	
5870	2295	THUNDERHILL COAL OPERATIONS	JUPITER	HITACHI EH1600	77481
5871	2295	THUNDERHILL COAL OPERATIONS	JUPITER	HITACHI EH1600	77604
5874	2295	THUNDERHILL COAL OPERATIONS	JUPITER	2013 BRIDGE PROJECT	
6170	2295	THUNDERHILL COAL OPERATIONS	JUPITER	HITACHI EH1600	77480
6173	2295	THUNDERHILL COAL OPERATIONS	JUPITER	773EE	BDA00166
6178	2295	THUNDERHILL COAL OPERATIONS	JUPITER	THUNDERHILL BRIDGE PROJECT 2014	N/A

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
6387	2295	THUNDERHILL COAL OPERATIONS	JUPITER	26522 ATLAS DM-50 DRILL SN 8432	8432
6389	2295	THUNDERHILL COAL OPERATIONS	JUPITER	21357-CAT 992G	ADZ00358
6556	2295	THUNDERHILL COAL OPERATIONS	JUPITER	20551-CAT D10T Tractor W/Ripper – CAPITAL LEASE	RJG01810
6673	2295	THUNDERHILL COAL OPERATIONS	JUPITER	20561-CAT D10T DOZER	RJG01985
7399	2295	THUNDERHILL COAL OPERATIONS	JUPITER	136047 - 04 MACK GREASE TRUCK	1M2AG11CB5M0 19308
7400	2295	THUNDERHILL COAL OPERATIONS	JUPITER	123854 - 1992 MACK FUEL TK	1M2B209C1NM0 09611
7401	2295	THUNDERHILL COAL OPERATIONS	JUPITER	21255-CAT 998G ENDLOADER-LEASE BUY OUT AFTER 6 YEARS	2TW00330
6059	2298	WITCHER CREEK SURFACE	CAMPBELLS CREEK	WITCHER CREEK MINE DEVELOPMENT	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3930	2300	HILL FORK SURFACE OPERATIONS	CORRIDOR G	1994 IHC 4900 MECHANICS TRUCK WITH REPLACED DT466 ENGINE CLUTCH	
4180	2300	HILL FORK SURFACE OPERATIONS	CORRIDOR G	MINE DEVELOPMENT - OTHER	
4185	2300	HILL FORK SURFACE OPERATIONS	CORRIDOR G	GAS WELL PURCH & LINE RELOC HILL FORK SURFACE -MAG. PAA-CIP	
4186	2300	HILL FORK SURFACE OPERATIONS	CORRIDOR G	HILL FORK SURFACE PERMIT COST -MAG. PAA-CIP	
4188	2300	HILL FORK SURFACE OPERATIONS	CORRIDOR G	HEWITT CREEK POND AND UNDERDRAIN HILL FORK SURFACE -MAG. PAA-CIP	
4257	2300	HILL FORK SURFACE OPERATIONS	CORRIDOR G	HILL FORK TRUCK WASH AND SCALE	
5181	2300	HILL FORK SURFACE OPERATIONS	CORRIDOR G	ROBIN LAND ACQUISITION	
5252	2300	HILL FORK SURFACE OPERATIONS	CORRIDOR G	HILL FORK SURFACE DEVELOPMENT	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
5253	2300	HILL FORK SURFACE OPERATIONS	CORRIDOR G	GAS WELL PURCHASE (HILL FORK SURFACE)	
3380	2302	HIGHWALL MINING OPERATIONS	ROCKLICK CLOSED	MACK DM800 FUEL AND LUBE TRUCK	
3381	2302	HIGHWALL MINING OPERATIONS	ROCKLICK CLOSED	USED CAT D30C ARTICULATING TRUCK	7ZC00198
3669	2303	WILDCAT SURFACE OPERATIONS	CLOSED	COLEMAN MH4000RILLIGHT PLANT	RL5498
5172	2303	WILDCAT SURFACE OPERATIONS	CLOSED	WILDCAT SURFACE	
508	2311	GUYAN	LOGAN COUNTY	CAT 16H MOTOR GRADER	ATS00623
509	2311	GUYAN	LOGAN COUNTY	CAT 789C HAUL TRUCK	2BW01299
1034	2311	GUYAN	LOGAN COUNTY	INTERNATIONAL 7400 EQUIPMENT TRUCK	IHTWCAZL1BJ3 43548
1035	2311	GUYAN	LOGAN COUNTY	INTERNATIONAL 7400 EQUIPMENT TRUCK	IHTWCAZL4BJ3 43544
1268	2311	GUYAN	LOGAN COUNTY	21119 KAWASAKI LOADER MODEL 95ZIV	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3126	2311	GUYAN	LOGAN COUNTY	61565 - 1992 INT. BOOM TRK/NTL.TEL.CRANE	4V2JCBJF4PR818 201
3127	2311	GUYAN	LOGAN COUNTY	61568 - FORD MECHANICS TRUCK	1FDXK84E2RVA 22851
3143	2311	GUYAN	LOGAN COUNTY	61491 INTER MECHANIC TRUCK	1HTSCPHP1PH47 9408
3144	2311	GUYAN	LOGAN COUNTY	61462 FUEL TRUCK	DM811SX3698
3147	2311	GUYAN	LOGAN COUNTY	61547 MECH TRUCK	1HTSCRCPPXRH5 73925
3149	2311	GUYAN	LOGAN COUNTY	61510 WELD TRUCK 1HTSCAAP5SH651293	1HTSCAAP5SH6 51293
3152	2311	GUYAN	LOGAN COUNTY	61463 INT. LUBE TRUCK 1998	1HTSHAAR7XH6 11999
3153	2311	GUYAN	LOGAN COUNTY	21354 - 992G - REBUILD	7HR75014
3160	2311	GUYAN	LOGAN COUNTY	20122 - CAT D10R DOZER - REBUILD	3KR01504
3165	2311	GUYAN	LOGAN COUNTY	20125 - D10R AKT00479 13007	AKT00479
3169	2311	GUYAN	LOGAN COUNTY	2000 F250 4X4 15406 SALT TK.	1FTNF21S3YEG1 2423
3175	2311	GUYAN	LOGAN COUNTY	80120 - CAT TH63 TELEHANDLER - FANCO	3NN00638

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3640	2311	GUYAN	LOGAN COUNTY	61750- F-450 4X4 - 1FDXF47R78EC54226	1FDXF47R78EC54226
3858	2311	GUYAN	LOGAN COUNTY	CAT PC300 REBUILD	
3897	2311	GUYAN	LOGAN COUNTY	D10R REBUILD 20123	
3900	2311	GUYAN	LOGAN COUNTY	LUBE TRUCK EQ # 61465	6062
3903	2311	GUYAN	LOGAN COUNTY	REPLACE CUB FORK WATER SYSTEM	
3904	2311	GUYAN	LOGAN COUNTY	BUCKET FOR 994 LOADER (21905)	
3905	2311	GUYAN	LOGAN COUNTY	D11R DOZER FROM HOBET	
3907	2311	GUYAN	LOGAN COUNTY	GLIDER KIT FOR 24307	
3908	2311	GUYAN	LOGAN COUNTY	GLIDER KIT FOR 24310	
3909	2311	GUYAN	LOGAN COUNTY	BUCKET FOR 22007	
4181	2311	GUYAN	LOGAN COUNTY	MINE DEVELOPMENT - OTHER	
4427	2311	GUYAN	LOGAN COUNTY	SOFTWARE EXP CAPITALIZED	



System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
4618	2311	GUYAN	LOGAN COUNTY	5500 EXCAVATOR BOOM STICK	
4916	2311	GUYAN	LOGAN COUNTY	TIRE CHAINS FOR CAT 994 UNIT 21909	
4950	2311	GUYAN	LOGAN COUNTY	FIRE SUPPRESSION FOR NEW EQUIPMENT	
4993	2311	GUYAN	LOGAN COUNTY	REPLACE WATER FILL SYSTEM/WATER TREE	
5033	2311	GUYAN	LOGAN COUNTY	61752-2007 F-450 1FDXF47R08EC54288	1FDXF47R08EC54288
5173	2311	GUYAN	LOGAN COUNTY	GUYAN	
5289	2311	GUYAN	LOGAN COUNTY	PIPE FOR WATERLINE AT CUB FORK	
5334	2311	GUYAN	LOGAN COUNTY	61878 - 05- C7500 GMC MECHANIC TRUCK	1GDKC1C45F506011
6776	2311	GUYAN	LOGAN COUNTY	370 HITACHI EXCAVATOR	30590
1948	2430	PATRIOT - GENERAL	BLUEGRASS CLOSED	PATRIOT OFFICE TRAILERS MAIN OFFICE-3 TRAILERS	
5147	2430	PATRIOT - GENERAL	BLUEGRASS CLOSED	RECLASS BLUEGRASS LOTM	
224	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	STORAGE PARTS TRAILER 40	MEF473644

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
225	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	STORAGE PARTS TRAILER 40	S-69929
228	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	STORAGE FILTER TRAILER	1-59153
229	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	(2) 10000 GALLON FUEL TANKS FROM GIBRALTAR	
230	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	(2) 3000 GALLON FUEL TANKS FROM BIG RUN SURFACE	
531	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	2002 FORD EXPLORER	1FMZU72E52UC 51083
553	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	GMC SAVANA 15 PASSENGER VAN	1GJ2GZDG1A114 3477
967	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	2005 FORD F-350	1FDSF35535EC93 346
1950	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	CAT D8N DOZER 1991	9TC04706
1951	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	CAT 769 WATERTRUCK 1989	1X03482
1952	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	CAT 350B BACKHOE 1996	3ML00919
1953	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	CAT D9R DOZER 1996	7TL00689
1957	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	CATERPILLAR 777D (USED FROM BLACK BEAUTY) END DUMP (JOB 3004)	3PR00270

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
1958	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	CAT 777D END DUMP 1997 LEASE BUY OUT	3PR00489
1959	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	CAT 777D END DUMP 1997 LEASE BUY OUT (CONVERTED TO WATER TRUCK)	3PR00322
1960	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	CAT D11 CARRY DOZER CERTIFIED REBUILD 1998 MODEL YEAR	9XR00186
1963	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	SALES TAX ON DOZER	
1964	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	CAT D7R LGP DOZER 2002	3DN00325
1966	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	AREA 2 FUEL AND LUBE CONTAINMENT	
1968	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	CAT 16G GRADER	93U03412
1969	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	CAT 777D HAUL TRUCK (USED)	AGC00377
1973	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	CAT 777D END DUMP LBO - FROM COLONY BAY	AGC00827
1974	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	CAT 777D END DUMP LBO - FROM COLONY BAY	AGC00828
2414	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	EX 1200 EXCAVATOR UNIT # 614	17E00E00001098
2415	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	FUEL TRUCK	1HTWXSVT45J0 44192

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
2554	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	PUMP 8 MODEL GP200M	AP20045
3965	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	OFFICE TRAILER AREA 3	6013350-1
4010	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	HAULROAD CONSTRUCTION-AREA 3	
4060	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	SEDIMENT BASIN- AREA 3	
4677	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	WATER TRUCK CONVERSION	
5148	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	RECLASS BLUEGRASS LOTM	
6223	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	LUBE TRUCK	5KKMALCV17P X22892
6454	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	CAT 992C ENDLOADER 13.5 CU. YD. BUCKET 1988BOSHFA	49Z01212
6613	2440	PATRIOT SURFACE	BLUEGRASS CLOSED	MECHANIC TRUCK LBO	2FZACFDJ99AA K9845
1976	2442	GRAND EAGLE PREP PLANT	BLUEGRASS CLOSED	20T MOBILE CRANE-EACC 1991 GROVE AT422	75918
4252	2442	GRAND EAGLE PREP PLANT	BLUEGRASS CLOSED	CAT D7LGP DOZER 1996	4FG05641

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
1041	2565	BETH STATION PREP PLANT	CORRIDOR G	INTL MECHANICS/EQ TRUCK WELDER KIT DRAWER SET VICE & HOSE REEL – OPERATING LEASE	IHTWCAAL6CJ6 11250
1147	2565	BETH STATION PREP PLANT	CORRIDOR G	PLANT BOX FOUNDATION	
1148	2565	BETH STATION PREP PLANT	CORRIDOR G	PLANT BOX STRUCTURE	
1149	2565	BETH STATION PREP PLANT	CORRIDOR G	PLANT BOX PIPING	
1150	2565	BETH STATION PREP PLANT	CORRIDOR G	PLANT BOX ELECTRICAL	
1151	2565	BETH STATION PREP PLANT	CORRIDOR G	PLANT BOX EQUIPMENT	
1152	2565	BETH STATION PREP PLANT	CORRIDOR G	PLANT BOX LABOR	
1153	2565	BETH STATION PREP PLANT	CORRIDOR G	PLANT COAL CONVEYORS	
1154	2565	BETH STATION PREP PLANT	CORRIDOR G	PLANT RAW COAL STORAGE	
1155	2565	BETH STATION PREP PLANT	CORRIDOR G	PLANT CLEAN COAL STORAGE	
1156	2565	BETH STATION PREP PLANT	CORRIDOR G	PLANT TRUCK DUMPS	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
1157	2565	BETH STATION PREP PLANT	CORRIDOR G	PLANT REFUSE CONVEYORS	
1158	2565	BETH STATION PREP PLANT	CORRIDOR G	PLANT LOADOUTS	
1159	2565	BETH STATION PREP PLANT	CORRIDOR G	PLANT MISC STRUCTURES	
3082	2565	BETH STATION PREP PLANT	CORRIDOR G	118605 -89 CAT D10N-BETH STATION	2YD01018
3083	2565	BETH STATION PREP PLANT	CORRIDOR G	127752 -FCG20 MITSUB FORKLIFT-H21 WHSE	AF826-02355
3084	2565	BETH STATION PREP PLANT	CORRIDOR G	127809 - R604WD CAT FORKLIFT-H21 WHSE	5BB00786
3085	2565	BETH STATION PREP PLANT	CORRIDOR G	137031 - S130 - BOBCAT LOADER	529218364
3086	2565	BETH STATION PREP PLANT	CORRIDOR G	137079 - 2008 F-750 DUMP TRUCK	3FRWF75H28V64 5352
3239	2565	BETH STATION PREP PLANT	CORRIDOR G	20528- 01 CAT D10R- H21	3KR01644
3247	2565	BETH STATION PREP PLANT	CORRIDOR G	20529- 03 D10R	AKT00249
3271	2565	BETH STATION PREP PLANT	CORRIDOR G	21302 -06 CAT 992G LOADER -H21	AZX00589
3278	2565	BETH STATION PREP PLANT	CORRIDOR G	CATERPILLAR D10R DOZER	7XM04918

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3290	2565	BETH STATION PREP PLANT	CORRIDOR G	24620 - VOLVO A40 TRUCK - A40DV12632	A40DV12632
3386	2565	BETH STATION PREP PLANT	CORRIDOR G	DECANT RECIRCULATION SYSTEM	
3387	2565	BETH STATION PREP PLANT	CORRIDOR G	RAW COAL HANDLING - FEEDER BREAKER	
3926	2565	BETH STATION PREP PLANT	CORRIDOR G	2 LUDOWICI DRYERS	
3928	2565	BETH STATION PREP PLANT	CORRIDOR G	FORD F-750 WELDING TRUCK TO REPLACE 128007	
3937	2565	BETH STATION PREP PLANT	CORRIDOR G	CAT 777D TRUCK	AGC01583
3941	2565	BETH STATION PREP PLANT	CORRIDOR G	CAT D9R	ABK00463
3945	2565	BETH STATION PREP PLANT	CORRIDOR G	DUMP FEEDER BREAKER	
4273	2565	BETH STATION PREP PLANT	CORRIDOR G	RAWL COAL HANDLING FACILITY	
4375	2565	BETH STATION PREP PLANT	CORRIDOR G	CLEAN COAL ANALYZER	
4376	2565	BETH STATION PREP PLANT	CORRIDOR G	OVERLAND BELT REPLACEMENT	
4632	2565	BETH STATION PREP PLANT	CORRIDOR G	MACK RD890SX LUBE TRUCK	2M2P274C1LC001057

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
4667	2565	BETH STATION PREP PLANT	CORRIDOR G	OVERLAND BELT REPLACEMENT	
4691	2565	BETH STATION PREP PLANT	CORRIDOR G	115908 -87 CAT D10N-BETH STATION	2YD00400
4899	2565	BETH STATION PREP PLANT	CORRIDOR G	CAT 777 REFUSE HAULER LBO - CAT JOB NO. 2115 2004BOSHGA MODEL YR 1997	3PR00499
4903	2565	BETH STATION PREP PLANT	CORRIDOR G	CAT 777D HAUL TRUCK LBO MODEL YR 2004	AGC01485
4949	2565	BETH STATION PREP PLANT	CORRIDOR G	769C WATER TRUCK 1989BOSHGA	1X04816
4996	2565	BETH STATION PREP PLANT	CORRIDOR G	FIRE SUPPRESSION SYS @ BETH STATION	
4997	2565	BETH STATION PREP PLANT	CORRIDOR G	BELT REPLACEMENT ON UNITS 7 & 9	
5113	2565	BETH STATION PREP PLANT	CORRIDOR G	BRAGG FORK IMPOUNDMENT	
5302	2565	BETH STATION PREP PLANT	CORRIDOR G	OVERLAND BELT REPLACEMENT	
5356	2565	BETH STATION PREP PLANT	CORRIDOR G	OVERLAND BELT REPLACEMENT	
5779	2565	BETH STATION PREP PLANT	CORRIDOR G	BOBCAT SKIDSTEER LOADER - LBO	
6195	2565	BETH STATION PREP PLANT	CORRIDOR G	FEEDER BREAKER LBO	8058



System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
6196	2565	BETH STATION PREP PLANT	CORRIDOR G	FEEDER BREAKER LBO	8057
6447	2565	BETH STATION PREP PLANT	CORRIDOR G	2014 F-150 FORD PICKUP	1FTFW1EF2EKD 94933
6570	2565	BETH STATION PREP PLANT	CORRIDOR G	LBO-CRANE 26 TON FEIGHTLINER-BOOM TRUCK	1FVHC3BSXAD AR2343
6700	2565	BETH STATION PREP PLANT	CORRIDOR G	SILO STRUCTURAL UPGRADE	
4274	2566	BETH STATION OVERLAND	CORRIDOR G	OVERLAND BELT REPLACEMENT UNIT # 342	
1255	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	PLANT BOX FOUNDATION	
1256	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	PLANT BOX STRUCTURE	
1257	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	PLANT BOX PIPING	
1258	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	PLANT BOX ELECTRICAL	
1259	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	PLANT BOX EQUIPMENT	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
1260	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	PLANT BOX LABOR	
1261	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	PLANT COAL CONVEYORS	
1262	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	PLANT RAW COAL STORAGE	
1263	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	PLANT REFUSE CONVEYORS	
1264	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	PLANT MISC STRUCTURES	
3608	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	WEATHRBY DRYER	
3609	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	WEATHRBY REFUSE BELT UPGRADE	
3610	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	HIGH FREQUENCY REFUSE SCREEN	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3611	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	WEATHERBY - MMD SIZER	
3671	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	SCREEN DESLIME	
3672	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	DISTRIBUTOR	
3673	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	CYCLONES HEAVY MEDIA	
3674	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	DISTRIBUTION BOX MEDIA	
3675	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	SIEVE BEND (NEW)	
3676	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	SCREEN REFUSE D & R DD	
3677	2576	WEATHRBY PREPPLANT OPS	REMINGTON CLOSED	MAGNETIC SEPARATOR	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
3678	2576	WEATHRBY PREPLANT OPS	REMINGTON CLOSED	MAGNETIC SEPARATOR	
3679	2576	WEATHRBY PREPLANT OPS	REMINGTON CLOSED	NUCLEAR DENSITY GAUGE	
1243	2577	POND FORK PROCESS OPS	JUPITER	PLANT BOX FOUNDATION	
1244	2577	POND FORK PROCESS OPS	JUPITER	PLANT BOX STRUCTURE	
1245	2577	POND FORK PROCESS OPS	JUPITER	PLANT BOX PIPING	
1246	2577	POND FORK PROCESS OPS	JUPITER	PLANT BOX ELECTRICAL	
1247	2577	POND FORK PROCESS OPS	JUPITER	PLANT BOX EQUIPMENT	
1248	2577	POND FORK PROCESS OPS	JUPITER	PLANT BOX LABOR	
1249	2577	POND FORK PROCESS OPS	JUPITER	PLANT COAL CONVEYORS	
1250	2577	POND FORK PROCESS OPS	JUPITER	PLANT CLEAN COAL STORAGE	
1251	2577	POND FORK PROCESS OPS	JUPITER	PLANT TRUCK DUMPS	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
1252	2577	POND FORK PROCESS OPS	JUPITER	PLANT REFUSE CONVEYORS	
1253	2577	POND FORK PROCESS OPS	JUPITER	PLANT LOADOUTS	
1254	2577	POND FORK PROCESS OPS	JUPITER	PLANT MISC STRUCTURES	
4662	2577	POND FORK PROCESS OPS	JUPITER	POND FORK PLANT ADDITION LBO	
1197	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	PLANT BOX FOUNDATION	
1198	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	PLANT BOX STRUCTURE	
1199	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	PLANT BOX PIPING	
1200	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	PLANT BOX ELECTRICAL	
1201	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	PLANT BOX EQUIPMENT	
1202	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	PLANT BOX LABOR	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
1203	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	PLANT COAL CONVEYORS	
1204	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	PLANT CLEAN COAL STORAGE	
1205	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	PLANT REFUSE CONVEYORS	
1206	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	PLANT MISC STRUCTURES	
3894	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	PLANT UPGRADES	
3895	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	MODIFICATION TO PRODUCE STOKER	
4066	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	MIDLAND TRAIL OFFICE RENOVATION	
4189	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	BELT SAMPLING SYSTEM	

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
4190	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	MODIFICATION TO PRODUCE STOKER	
4333	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	INSTALL SLURRY CELLS	
4334	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	STAGE 6 RENSFORD IMPOUNDMENT	
7448	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	CAT IT14 FORKLIFT	1WN01576
7449	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	1993 FORD F800 SERVICE TRUCK	1FDXK84E0PVA 12560
7484	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	833KVA Transformer	2270044
7485	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	3750KVA Transformer	L252035A
7486	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	750KVA Transformer	45834

System No.	Responsibility	Mine Name	Complex	Description	Mfg. Serial No
7487	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	833KVA Transformer	2270042
7488	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	833KVA Transformer	2270043
7489	2585	RENSFORD PREPPLANT OPERATION	CAMPBELLS CREEK	10000KVA Transformer	48010MA013-B285A

**Fixed Assets - Capital Leases:**

Lessor	Description	Acquisition Value	Location	S/N	Cure Amt
Caterpillar	21566-CAT 993K Loader	463,619	Hobet	Z9K00308	15,431
Caterpillar	20551-CAT D10T Tractor W/Ripper	240,214	Jupiter	RJG01810	7,995
General Electric Capital	CAT 16M Motor Grader	217,715	Hobet	B9H00483	-
General Electric Capital	LINE POWER 1750 KVA POWER CENTER	50,100	Federal	U3536	-
General Electric Capital	ATLAS COPCO DM-50 BLASTHOLE DRILL	152,864	Hobet	9149	-
Soc Gen	Longwall Shearer	1,311,606	Federal	LWS771	83,937



**Fixed Assets - Operating Leases:**

Lease #	Master Lessor	Lessor	Complex	Location	Description	S/N	Amt
759	Bancorp South Equipment Finance	Bancorp South Equipment Finance	Federal	Federal #2	Fletcher CDDR-13 Roof Bolter	2010164	4,369.53
759	Bancorp South Equipment Finance	Bancorp South Equipment Finance	Federal	Federal #2	Fletcher CDDR-13 Roof Bolter	2010165	4,369.53
741	Caterpillar Financial Services Corp.	Caterpillar Financial Services Corp.	Corridor G	Hobet	Integrated Tool Carrier	KZN00992	1,851.14
813	Caterpillar Financial Services Corp.	Caterpillar Financial Services Corp.	Corridor G	Hobet	Cat D10T Tractor	RJG02833	23194.12
827	Caterpillar Financial Services Corp.	Caterpillar Financial Services Corp.	Corridor G	Hobet	Cat 994 H Large Wheel Loader	DWC00301	-
808	General Electric Capital Corp.	General Electric Capital Corp.	Corridor G	Beth Station Prep Plant	Intl Mechanics/Eq Truck, Welder Kit, Drawer Set, Vice & Hose Reel	IHTWCAAL6CJ6 11250	773.19
800	General Electric Capital Corp.	General Electric Capital Corp.	Federal	Federal #2	Joy Feeder Breaker BF-14	13130R3	1,537.76
805	General Electric Capital Corp.	General Electric Capital Corp.	Federal	Federal #2	Joy Shuttle Car 10SC32-56BXH-4	ET17899	4006.14
818	General Electric Capital Corp.	General Electric Capital Corp.	Federal	Federal #2	Joy Shuttle Car 10SC32-56BXH-4	ET17900	3995.70
828	Fifth Third Leasing Company	SG Equipment Finance	Federal	Federal #2	Joy Long Wall Drum Shearer	5124218, 5124219	1,172.18

**SCHEDULE 2.01(e)**

**Assumed Contracts**

Each Assumed Contract set forth on this Schedule 2.01(e) shall be deemed to include any and all modifications, amendments, supplements, restatements or other agreements made directly or indirectly by any agreement, instrument or other document that in any manner affects such Assumed Contract, irrespective of whether such agreement, instrument or other document is listed herein. Cure costs for each Assumed Contract are listed below.

<b>COMPANY</b>	<b>VENDOR NAME</b>	<b>Contract Number</b>	<b>INV AMOUNT</b>
EASTERN ASSOCIATED COAL LLC	SUNCREST RESOURCES LLC	878-000078-00	\$ 271,479.41
EASTERN ASSOCIATED COAL LLC	SUNCREST RESOURCES LLC	878-000078-00	\$ 285,570.57
JUPITER HOLDINGS LLC	COLE & CRANE REAL ESTATE TRUST	2325-000004-00	\$ -
JUPITER HOLDINGS LLC	COLE & CRANE REAL ESTATE TRUST	2325-000004-00	\$ 6,182.31
JUPITER HOLDINGS LLC	LORADO LLC	2325-000004-00	\$ -
JUPITER HOLDINGS LLC	LORADO LLC	2325-000004-00	\$ 193.18
ROBIN LAND COMPANY LLC	COURTNEY COMPANY	2335-000001-00	\$ 120,194.30
ROBIN LAND COMPANY LLC	COURTNEY COMPANY	2335-000001-00	\$ 109,432.29
ROBIN LAND COMPANY LLC	COURTNEY COMPANY	2335-000001-00	\$ 30,224.30
ROBIN LAND COMPANY LLC	LITTLE COAL LAND COMPANY	2335-000002-00	\$ 5,114.72
ROBIN LAND COMPANY LLC	LITTLE COAL LAND COMPANY	2335-000002-00	\$ 1,721.24
ROBIN LAND COMPANY LLC	CASSINGHAM LLC	2335-000003-00	\$ 23,544.59
ROBIN LAND COMPANY LLC	CASSINGHAM LLC	2335-000003-00	\$ 8,629.25
ROBIN LAND COMPANY LLC	ALICE NELSON	2335-000004-00	\$ 22.73
ROBIN LAND COMPANY LLC	APRIL BERRY	2335-000004-00	\$ 3.79
ROBIN LAND COMPANY LLC	ELIZABETH BROWNING	2335-000004-00	\$ 4.55
ROBIN LAND COMPANY LLC	ELIZABETH BROWNING	2335-000004-00	\$ 4.55
ROBIN LAND COMPANY LLC	EMORY BROWNING	2335-000004-00	\$ 4.55

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	EMORY BROWNING	2335-000004-00	\$ 4.55
ROBIN LAND COMPANY LLC	CARLA D. LINVILLE	2335-000004-00	\$ 3.79
ROBIN LAND COMPANY LLC	GLORIA JEAN KITCHEN	2335-000004-00	\$ 4.55
ROBIN LAND COMPANY LLC	FAYE NELSON	2335-000004-00	\$ 22.73
ROBIN LAND COMPANY LLC	FRANKLIN R. BROWNING JR.	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	FRANKLIN R. BROWNING JR.	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	FRANKIE R. HOLSTINE	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	FRANKIE R. HOLSTINE	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	FRANKIE R. HOLSTINE	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	FRANKIE R. HOLSTINE	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	FRANKIE R. HOLSTINE	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	FRANKIE R. HOLSTINE	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	JENNIFER COLLEEN ROBIN HILL	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JENNIFER COLLEEN ROBIN HILL	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JENNIFER COLLEEN ROBIN HILL	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JENNIFER COLLEEN ROBIN HILL	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JENNIFER COLLEEN ROBIN HILL	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JENNIFER COLLEEN ROBIN HILL	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	IRENE STONE ESTATE	2335-000004-00	\$ 22.73
ROBIN LAND COMPANY LLC	JAMES A BROWNING	2335-000004-00	\$ 22.73
ROBIN LAND COMPANY LLC	JAMES A BROWNING	2335-000004-00	\$ 22.73
ROBIN LAND COMPANY LLC	JAMES A BROWNING	2335-000004-00	\$ 22.73
ROBIN LAND COMPANY LLC	JOHN CARTER BROWNING	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JOVONA CAROLINE BROWNING	2335-000004-00	\$ 2.84

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	JOVONA CAROLINE BROWNING	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JOVONA CAROLINE BROWNING	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JOVONA CAROLINE BROWNING	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JOVONA CAROLINE BROWNING	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JESSE CLIFFORD BROWNING JR	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JESSE CLIFFORD BROWNING JR	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JESSE CLIFFORD BROWNING JR	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JESSE CLIFFORD BROWNING JR	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JESSE CLIFFORD BROWNING JR	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JESSE CLIFFORD BROWNING JR	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JESSE CLIFFORD BROWNING JR	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JESSE CLIFFORD BROWNING JR	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JACQUILINE CONNIE DUNLAP	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JACQUILINE CONNIE DUNLAP	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JEAN JOHNSON	2335-000004-00	\$ 22.73
ROBIN LAND COMPANY LLC	JEAN JOHNSON	2335-000004-00	\$ 22.73
ROBIN LAND COMPANY LLC	JEAN JOHNSON	2335-000004-00	\$ 22.73
ROBIN LAND COMPANY LLC	JEAN JOHNSON	2335-000004-00	\$ 22.73
ROBIN LAND COMPANY LLC	JEAN JOHNSON	2335-000004-00	\$ 22.73
ROBIN LAND COMPANY LLC	JEAN JOHNSON	2335-000004-00	\$ 22.73
ROBIN LAND COMPANY LLC	JEAN JOHNSON	2335-000004-00	\$ 22.73
ROBIN LAND COMPANY LLC	JANET CAROLE BROWNING MILLER	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JUDY CONSTANCE ROGERS	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JUANITA CATHERINE STRANGE	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JUANITA CATHERINE STRANGE	2335-000004-00	\$ 2.84

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	JUANITA CATHERINE STRANGE	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JUANITA CATHERINE STRANGE	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	JUANITA CATHERINE STRANGE	2335-000004-00	\$ 2.84
ROBIN LAND COMPANY LLC	KATRINA LINVILLE	2335-000004-00	\$ 3.79
ROBIN LAND COMPANY LLC	JANICE A. SCOTT	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	JANICE A. SCOTT	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	JANICE A. SCOTT	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	JANICE A. SCOTT	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	JANICE A. SCOTT	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	KIMBERLY ROBINSON BROWNING	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	KIMBERLY ROBINSON BROWNING	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	KIMBERLY ROBINSON BROWNING	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	KIMBERLY ROBINSON BROWNING	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	KIMBERLY ROBINSON BROWNING	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	NANCY J. BROWNING	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	NANCY J. BROWNING	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	NANCY J. BROWNING	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	NANCY J. BROWNING	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	NANCY J. BROWNING	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	NANCY J. BROWNING	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	NANCY J. BROWNING	2335-000004-00	\$ 1.42
ROBIN LAND COMPANY LLC	ROBERT RALPH BROWNING	2335-000004-00	\$ 11.36
ROBIN LAND COMPANY LLC	ROGER L. BROWNING	2335-000004-00	\$ 4.55
ROBIN LAND COMPANY LLC	STANLEY BROWNING	2335-000004-00	\$ 4.55

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	STANLEY BROWNING	2335-000004-00	\$ 4.55
ROBIN LAND COMPANY LLC	STANLEY BROWNING	2335-000004-00	\$ 4.55
ROBIN LAND COMPANY LLC	STANLEY BROWNING	2335-000004-00	\$ 4.55
ROBIN LAND COMPANY LLC	STANLEY BROWNING	2335-000004-00	\$ 4.55
ROBIN LAND COMPANY LLC	ROSEMARY LINVILLE	2335-000004-00	\$ 11.36
ROBIN LAND COMPANY LLC	ROSEMARY LINVILLE	2335-000004-00	\$ 11.36
ROBIN LAND COMPANY LLC	TONIA L. JOINER	2335-000004-00	\$ 1.41
ROBIN LAND COMPANY LLC	TONIA L. JOINER	2335-000004-00	\$ 1.41
ROBIN LAND COMPANY LLC	TONIA L. JOINER	2335-000004-00	\$ 1.41
ROBIN LAND COMPANY LLC	TONIA L. JOINER	2335-000004-00	\$ 1.41
ROBIN LAND COMPANY LLC	TONIA L. JOINER	2335-000004-00	\$ 1.41
ROBIN LAND COMPANY LLC	TONIA L. JOINER	2335-000004-00	\$ 1.41
ROBIN LAND COMPANY LLC	SONYA K. BROWNING	2335-000004-00	\$ 1.41
ROBIN LAND COMPANY LLC	SONYA K. BROWNING	2335-000004-00	\$ 1.41
ROBIN LAND COMPANY LLC	SONYA K. BROWNING	2335-000004-00	\$ 1.41
ROBIN LAND COMPANY LLC	SHELIA M. HAGER	2335-000004-00	\$ 1.41
ROBIN LAND COMPANY LLC	SHELIA M. HAGER	2335-000004-00	\$ 1.41
ROBIN LAND COMPANY LLC	SHELIA M. HAGER	2335-000004-00	\$ 1.41
ROBIN LAND COMPANY LLC	SHELIA M. HAGER	2335-000004-00	\$ 1.41
ROBIN LAND COMPANY LLC	SHELIA M. HAGER	2335-000004-00	\$ 1.41
ROBIN LAND COMPANY LLC	SHELIA M. HAGER	2335-000004-00	\$ 1.41
ROBIN LAND COMPANY LLC	SHELIA M. HAGER	2335-000004-00	\$ 1.41
ROBIN LAND COMPANY LLC	VADA LINVILLE	2335-000004-00	\$ 22.73
ROBIN LAND COMPANY LLC	MOHLER LUMBER COMPANY	2335-000005-00	\$ 14,458.75

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	MOHLER LUMBER COMPANY	2335-000005-00	\$ 3,506.75
ROBIN LAND COMPANY LLC	HORSE CREEK COAL LAND CO	2335-000006-00	\$ 16,666.67
ROBIN LAND COMPANY LLC	HORSE CREEK COAL LAND CO	2335-000006-00	\$ 5,913.98
ROBIN LAND COMPANY LLC	BRENT HILL STEWART	2335-000007-02	\$ 9.43
ROBIN LAND COMPANY LLC	BRENT HILL STEWART	2335-000007-02	\$ 9.43
ROBIN LAND COMPANY LLC	CHARLES WILLIAM SANDERS	2335-000007-02	\$ 2.54
ROBIN LAND COMPANY LLC	DONNA HILL JUSTICE	2335-000007-02	\$ 18.86
ROBIN LAND COMPANY LLC	DONNA HILL JUSTICE	2335-000007-02	\$ 18.86
ROBIN LAND COMPANY LLC	DONNA HILL JUSTICE	2335-000007-02	\$ 18.86
ROBIN LAND COMPANY LLC	DONNA HILL JUSTICE	2335-000007-02	\$ 18.86
ROBIN LAND COMPANY LLC	DONNA HILL JUSTICE	2335-000007-02	\$ 18.86
ROBIN LAND COMPANY LLC	FREDDIE WILLIAMS	2335-000007-02	\$ 2.54
ROBIN LAND COMPANY LLC	FREDDIE WILLIAMS	2335-000007-02	\$ 2.54
ROBIN LAND COMPANY LLC	FREDDIE WILLIAMS	2335-000007-02	\$ 2.54
ROBIN LAND COMPANY LLC	FREDDIE WILLIAMS	2335-000007-02	\$ 2.54
ROBIN LAND COMPANY LLC	FREDDIE WILLIAMS	2335-000007-02	\$ 2.54
ROBIN LAND COMPANY LLC	FREDDIE WILLIAMS	2335-000007-02	\$ 2.54
ROBIN LAND COMPANY LLC	FREDDIE WILLIAMS	2335-000007-02	\$ 2.54
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000007-02	\$ 13.65
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000007-02	\$ 13.65
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000007-02	\$ 13.65
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000007-02	\$ 13.65
ROBIN LAND COMPANY LLC	LANE NELSON STEWART	2335-000007-02	\$ 9.43
ROBIN LAND COMPANY LLC	PATRICIA A SCHWINGER	2335-000007-02	\$ 18.86
ROBIN LAND COMPANY LLC	PATRICIA A SCHWINGER	2335-000007-02	\$ 18.86
ROBIN LAND COMPANY LLC	TIMOTHY OBED HILL FERRELL	2335-000007-02	\$ 18.86

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	TRACY L. SANDERS	2335-000007-02	\$ 2.54
ROBIN LAND COMPANY LLC	STEPHANIE OXLEY	2335-000008-00	\$ 44.60
ROBIN LAND COMPANY LLC	STANLEY MILLER	2335-000008-00	\$ 44.60
ROBIN LAND COMPANY LLC	BRUCE WAYNE WHITLOCK	2335-000008-01	\$ 2.41
ROBIN LAND COMPANY LLC	BRUCE WAYNE WHITLOCK	2335-000008-01	\$ 2.41
ROBIN LAND COMPANY LLC	BRUCE WAYNE WHITLOCK	2335-000008-01	\$ 2.41
ROBIN LAND COMPANY LLC	BRUCE WAYNE WHITLOCK	2335-000008-01	\$ 2.41
ROBIN LAND COMPANY LLC	BRUCE WAYNE WHITLOCK	2335-000008-01	\$ 2.41
ROBIN LAND COMPANY LLC	BRUCE WAYNE WHITLOCK	2335-000008-01	\$ 2.41
ROBIN LAND COMPANY LLC	BRUCE WAYNE WHITLOCK	2335-000008-01	\$ 2.41
ROBIN LAND COMPANY LLC	FRANCES ANNE HOULIARES	2335-000008-01	\$ 7.23
ROBIN LAND COMPANY LLC	FRANCES ANNE HOULIARES	2335-000008-01	\$ 7.23
ROBIN LAND COMPANY LLC	NANCYE JEANNE WOODS	2335-000008-01	\$ 7.23
ROBIN LAND COMPANY LLC	NANCYE JEANNE WOODS	2335-000008-01	\$ 7.23
ROBIN LAND COMPANY LLC	SUSAN KATHERINE FLEMING	2335-000008-01	\$ 2.41
ROBIN LAND COMPANY LLC	SUSAN KATHERINE FLEMING	2335-000008-01	\$ 2.41
ROBIN LAND COMPANY LLC	SUSAN KATHERINE FLEMING	2335-000008-01	\$ 2.41
ROBIN LAND COMPANY LLC	SUSAN KATHERINE FLEMING	2335-000008-01	\$ 2.41
ROBIN LAND COMPANY LLC	TOMMY JEANNE WHITE	2335-000008-01	\$ 3.62
ROBIN LAND COMPANY LLC	TOMMY JEANNE WHITE	2335-000008-01	\$ 3.62
ROBIN LAND COMPANY LLC	TOMMY JEANNE WHITE	2335-000008-01	\$ 3.62
ROBIN LAND COMPANY LLC	TOMMY JEANNE WHITE	2335-000008-01	\$ 3.62
ROBIN LAND COMPANY LLC	TOMMY JEANNE WHITE	2335-000008-01	\$ 3.62
ROBIN LAND COMPANY LLC	STEPHEN ANDREW WHITLOCK	2335-000008-01	\$ 2.41



COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	STEPHEN ANDREW WHITLOCK	2335-000008-01	\$ 2.41
ROBIN LAND COMPANY LLC	STEPHEN ANDREW WHITLOCK	2335-000008-01	\$ 2.41
ROBIN LAND COMPANY LLC	STEPHEN ANDREW WHITLOCK	2335-000008-01	\$ 2.41
ROBIN LAND COMPANY LLC	STEPHEN ANDREW WHITLOCK	2335-000008-01	\$ 2.41
ROBIN LAND COMPANY LLC	VERNON ANDREW SMITH	2335-000008-01	\$ 3.62
ROBIN LAND COMPANY LLC	VERNON ANDREW SMITH	2335-000008-01	\$ 3.62
ROBIN LAND COMPANY LLC	VERNON ANDREW SMITH	2335-000008-01	\$ 3.62
ROBIN LAND COMPANY LLC	RUTH BOWER & THOMAS BOWER	2335-000008-02	\$ 18.08
ROBIN LAND COMPANY LLC	RUTH BOWER & THOMAS BOWER	2335-000008-02	\$ 18.08
ROBIN LAND COMPANY LLC	RUTH BOWER & THOMAS BOWER	2335-000008-02	\$ 18.08
ROBIN LAND COMPANY LLC	RUTH BOWER & THOMAS BOWER	2335-000008-02	\$ 18.08
ROBIN LAND COMPANY LLC	RUTH BOWER & THOMAS BOWER	2335-000008-02	\$ 18.08
ROBIN LAND COMPANY LLC	RENA SHEPPARD & GARY R SHEPPARD	2335-000008-03	\$ 18.08
ROBIN LAND COMPANY LLC	RENA SHEPPARD & GARY R SHEPPARD	2335-000008-03	\$ 18.08
ROBIN LAND COMPANY LLC	JOSEPH J FARLEY ESTATE	2335-000008-04	\$ 11.15
ROBIN LAND COMPANY LLC	JOSEPH J FARLEY ESTATE	2335-000008-04	\$ 11.15
ROBIN LAND COMPANY LLC	JOSEPH J FARLEY ESTATE	2335-000008-04	\$ 11.15
ROBIN LAND COMPANY LLC	JOSEPH J FARLEY ESTATE	2335-000008-04	\$ 11.15
ROBIN LAND COMPANY LLC	JOSEPH J FARLEY ESTATE	2335-000008-04	\$ 11.15
ROBIN LAND COMPANY LLC	VIRGINIA FRALEY BYRD	2335-000008-05	\$ 11.15
ROBIN LAND COMPANY LLC	VIRGINIA FRALEY BYRD	2335-000008-05	\$ 11.15
ROBIN LAND COMPANY LLC	VIRGINIA FRALEY BYRD	2335-000008-05	\$ 11.15
ROBIN LAND COMPANY LLC	VIRGINIA FRALEY BYRD	2335-000008-05	\$ 11.15
ROBIN LAND COMPANY LLC	VIRGINIA FRALEY BYRD	2335-000008-05	\$ 11.15

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	HAROLD FARLEY & ELIZABETH BERRY	2335-000008-06	\$ 11.15
ROBIN LAND COMPANY LLC	HAROLD FARLEY & ELIZABETH BERRY	2335-000008-06	\$ 11.15
ROBIN LAND COMPANY LLC	HAROLD FARLEY & ELIZABETH BERRY	2335-000008-06	\$ 11.15
ROBIN LAND COMPANY LLC	HAROLD FARLEY & ELIZABETH BERRY	2335-000008-06	\$ 11.15
ROBIN LAND COMPANY LLC	HAROLD FARLEY & ELIZABETH BERRY	2335-000008-06	\$ 11.15
ROBIN LAND COMPANY LLC	RICHARD A FARLEY	2335-000008-07	\$ 11.15
ROBIN LAND COMPANY LLC	RICHARD A FARLEY	2335-000008-07	\$ 11.15
ROBIN LAND COMPANY LLC	RICHARD A FARLEY	2335-000008-07	\$ 11.15
ROBIN LAND COMPANY LLC	RICHARD A FARLEY	2335-000008-07	\$ 11.15
ROBIN LAND COMPANY LLC	RICHARD A FARLEY	2335-000008-07	\$ 11.15
ROBIN LAND COMPANY LLC	SHARREL K CONNER & HELEN CONNER	2335-000008-09	\$ 8.92
ROBIN LAND COMPANY LLC	ERNEST CONNER & ELSIE CONNER	2335-000008-11	\$ 8.92
ROBIN LAND COMPANY LLC	ERNEST CONNER & ELSIE CONNER	2335-000008-11	\$ 8.92
ROBIN LAND COMPANY LLC	ERNEST CONNER & ELSIE CONNER	2335-000008-11	\$ 8.92
ROBIN LAND COMPANY LLC	ERNEST CONNER & ELSIE CONNER	2335-000008-11	\$ 8.92
ROBIN LAND COMPANY LLC	WOODROW W CONNER & DULCIE	2335-000008-12	\$ 8.92
ROBIN LAND COMPANY LLC	WOODROW W CONNER & DULCIE	2335-000008-12	\$ 8.92
ROBIN LAND COMPANY LLC	RONNIE L LOVEJOY & DENESE E	2335-000010-00	\$ 150.00
ROBIN LAND COMPANY LLC	KING ENTERPRISES INC	2335-000010-00	\$ 36.15
ROBIN LAND COMPANY LLC	ARTHUR ADKINS JR.	2335-000012-00	\$ 59.44
ROBIN LAND COMPANY LLC	ARTHUR ADKINS JR.	2335-000012-00	\$ 59.44
ROBIN LAND COMPANY LLC	ARTHUR ADKINS JR.	2335-000012-02	\$ 35.56
ROBIN LAND COMPANY LLC	ARTHUR ADKINS JR.	2335-000012-02	\$ 35.56
ROBIN LAND COMPANY LLC	JACK R. VICKERS	2335-000013-00	\$ 208.00

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	GLENN H ADKINS	2335-000013-01	\$ 208.00
ROBIN LAND COMPANY LLC	WILLIAM A WHITE	2335-000016-00	\$ 244.38
ROBIN LAND COMPANY LLC	WILLIAM A WHITE	2335-000017-00	\$ 1,190.00
ROBIN LAND COMPANY LLC	HELEN W LACY AND/OR	2335-000018-00	\$ 244.38
ROBIN LAND COMPANY LLC	HELEN W LACY AND/OR	2335-000019-00	\$ 1,190.00
ROBIN LAND COMPANY LLC	WILLIAM A WHITE JR	2335-000020-00	\$ 977.53
ROBIN LAND COMPANY LLC	ROBERT F. BYUS	2335-000021-00	\$ 122.19
ROBIN LAND COMPANY LLC	JAMES E. BYUS	2335-000022-00	\$ 61.10
ROBIN LAND COMPANY LLC	DAVID EARL HOLLEY	2335-000023-00	\$ 238.00
ROBIN LAND COMPANY LLC	KAREN E. HOWELL	2335-000023-00	\$ 238.00
ROBIN LAND COMPANY LLC	KELLY E. KUNZ	2335-000023-00	\$ 238.00
ROBIN LAND COMPANY LLC	MARSHA H. MCKINNON	2335-000023-00	\$ 238.00
ROBIN LAND COMPANY LLC	RICHARD A DUBROW	2335-000023-00	\$ 238.00
ROBIN LAND COMPANY LLC	RICHARD A DUBROW	2335-000023-00	\$ 238.00
ROBIN LAND COMPANY LLC	BRUCE SILVA	2335-000028-00	\$ 11.00
ROBIN LAND COMPANY LLC	HAROLD SILVA	2335-000028-00	\$ 11.00
ROBIN LAND COMPANY LLC	RUSSELL SILVA & TERESA SILVA	2335-000028-00	\$ 11.00
ROBIN LAND COMPANY LLC	BRUCE SILVA	2335-000029-00	\$ 16.67
ROBIN LAND COMPANY LLC	HAROLD SILVA	2335-000029-00	\$ 16.67
ROBIN LAND COMPANY LLC	RUSSELL SILVA & TERESA SILVA	2335-000029-00	\$ 16.66
ROBIN LAND COMPANY LLC	GYPsie A THOMPSON	2335-000030-00	\$ 2.50
ROBIN LAND COMPANY LLC	GYPsie A THOMPSON	2335-000030-00	\$ 2.50
ROBIN LAND COMPANY LLC	GYPsie A THOMPSON	2335-000030-00	\$ 2.50
ROBIN LAND COMPANY LLC	GYPsie A THOMPSON	2335-000030-00	\$ 2.50

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	GYPSIE A THOMPSON	2335-000030-00	\$ 2.50
ROBIN LAND COMPANY LLC	BONNETTA L. STANSEL	2335-000030-01	\$ 17.50
ROBIN LAND COMPANY LLC	GAYLEN L. LOVEJOY	2335-000030-01	\$ 17.50
ROBIN LAND COMPANY LLC	RONNIE L. LOVEJOY	2335-000030-01	\$ 17.50
ROBIN LAND COMPANY LLC	JOYCE RAMEY	2335-000030-03	\$ 1.17
ROBIN LAND COMPANY LLC	JOYCE RAMEY	2335-000030-03	\$ 1.17
ROBIN LAND COMPANY LLC	JOYCE RAMEY	2335-000030-03	\$ 1.17
ROBIN LAND COMPANY LLC	JOYCE RAMEY	2335-000030-03	\$ 1.17
ROBIN LAND COMPANY LLC	MARGARET A REDMOND	2335-000030-03	\$ 1.17
ROBIN LAND COMPANY LLC	MARGARET A REDMOND	2335-000030-03	\$ 1.17
ROBIN LAND COMPANY LLC	MARGARET A REDMOND	2335-000030-03	\$ 1.17
ROBIN LAND COMPANY LLC	MARGARET A REDMOND	2335-000030-03	\$ 1.17
ROBIN LAND COMPANY LLC	NADINE M WHITE	2335-000030-03	\$ 1.17
ROBIN LAND COMPANY LLC	WILLIAM C ADKINS	2335-000030-03	\$ 1.17
ROBIN LAND COMPANY LLC	WILLIAM C ADKINS	2335-000030-05	\$ 2.33
ROBIN LAND COMPANY LLC	BONNETTA L. STANSEL	2335-000030-06	\$ 5.84
ROBIN LAND COMPANY LLC	GAYLEN L. LOVEJOY	2335-000030-06	\$ 5.83
ROBIN LAND COMPANY LLC	RONNIE L. LOVEJOY	2335-000030-06	\$ 5.83
ROBIN LAND COMPANY LLC	LEE DARNELL ADKINS &	2335-000030-07	\$ 2.50
ROBIN LAND COMPANY LLC	LEE DARNELL ADKINS &	2335-000030-07	\$ 2.50
ROBIN LAND COMPANY LLC	LEE DARNELL ADKINS &	2335-000030-07	\$ 2.50
ROBIN LAND COMPANY LLC	LEE DARNELL ADKINS &	2335-000030-07	\$ 2.50
ROBIN LAND COMPANY LLC	LEE DARNELL ADKINS &	2335-000030-07	\$ 2.50
ROBIN LAND COMPANY LLC	CONNIE ROWE	2335-000030-08	\$ 0.84

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	CONNIE ROWE	2335-000030-08	\$ 0.84
ROBIN LAND COMPANY LLC	TERRY E. FARREN	2335-000030-08	\$ 0.84
ROBIN LAND COMPANY LLC	SANDRA K. ROBERTS	2335-000030-08	\$ 0.84
ROBIN LAND COMPANY LLC	MANDA M HAZELETT & CHARLES C	2335-000030-09	\$ 2.50
ROBIN LAND COMPANY LLC	MANDA M HAZELETT & CHARLES C	2335-000030-09	\$ 2.50
ROBIN LAND COMPANY LLC	MANDA M HAZELETT & CHARLES C	2335-000030-09	\$ 2.50
ROBIN LAND COMPANY LLC	MANDA M HAZELETT & CHARLES C	2335-000030-09	\$ 2.50
ROBIN LAND COMPANY LLC	MANDA M HAZELETT & CHARLES C	2335-000030-09	\$ 2.50
ROBIN LAND COMPANY LLC	GARY D SMITH	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	GARY D SMITH	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	GARY D SMITH	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	GARY D SMITH	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	GARY D SMITH	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	GARY D SMITH	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	GARY D SMITH	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	JOYCE K MCCLURE	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	JOYCE K MCCLURE	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	JOYCE K MCCLURE	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	LESTER D. SMITH	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	LESTER D. SMITH	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	LESTER D. SMITH	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	LESTER D. SMITH	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	LESTER D. SMITH	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	LESTER D. SMITH	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	MARSHA C VICKERS	2335-000030-10	\$ 0.50

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	MARSHA C VICKERS	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	MARSHA C VICKERS	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	MARSHA C VICKERS	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	MARSHA C VICKERS	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	PHYLLIS J. HALSTEAD	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	PHYLLIS J. HALSTEAD	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	PHYLLIS J. HALSTEAD	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	PHYLLIS J. HALSTEAD	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	PHYLLIS J. HALSTEAD	2335-000030-10	\$ 0.50
ROBIN LAND COMPANY LLC	MARGARET A REDMOND	2335-000031-00	\$ 2.33
ROBIN LAND COMPANY LLC	MARGARET A REDMOND	2335-000031-00	\$ 2.33
ROBIN LAND COMPANY LLC	MARGARET A REDMOND	2335-000031-00	\$ 2.33
ROBIN LAND COMPANY LLC	MARGARET A REDMOND	2335-000031-00	\$ 2.33
ROBIN LAND COMPANY LLC	MARGARET A REDMOND	2335-000031-00	\$ 2.33
ROBIN LAND COMPANY LLC	MARGARET A REDMOND	2335-000031-00	\$ 2.33
ROBIN LAND COMPANY LLC	MARGARET A REDMOND	2335-000031-00	\$ 2.33
ROBIN LAND COMPANY LLC	EDITH M. CAUDILL	2335-000032-00	\$ 3.68
ROBIN LAND COMPANY LLC	EDITH M. CAUDILL	2335-000032-00	\$ 3.68
ROBIN LAND COMPANY LLC	EDITH M. CAUDILL	2335-000032-00	\$ 3.68
ROBIN LAND COMPANY LLC	EDITH M. CAUDILL	2335-000032-00	\$ 3.68
ROBIN LAND COMPANY LLC	EDITH M. CAUDILL	2335-000032-00	\$ 3.68
ROBIN LAND COMPANY LLC	EDITH M. CAUDILL	2335-000032-00	\$ 3.68
ROBIN LAND COMPANY LLC	EDITH M. CAUDILL	2335-000032-00	\$ 3.68
ROBIN LAND COMPANY LLC	EDITH M. CAUDILL	2335-000032-00	\$ 3.68
ROBIN LAND COMPANY LLC	KATHRYN J. WALKER	2335-000032-01	\$ 3.68
ROBIN LAND COMPANY LLC	DELANO A STEINACKER SR	2335-000032-02	\$ 28.68

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	DELANO A STEINACKER SR	2335-000032-02	\$ 28.68
ROBIN LAND COMPANY LLC	DELANO A STEINACKER SR	2335-000032-02	\$ 28.68
ROBIN LAND COMPANY LLC	G JEWELL CHAMBERS	2335-000032-02	\$ 86.04
ROBIN LAND COMPANY LLC	JOSEPH HAGER	2335-000032-02	\$ 86.04
ROBIN LAND COMPANY LLC	LEVA DOLLIE BELL	2335-000032-02	\$ 86.04
ROBIN LAND COMPANY LLC	LEVA DOLLIE BELL	2335-000032-02	\$ 86.04
ROBIN LAND COMPANY LLC	LEVA DOLLIE BELL	2335-000032-02	\$ 86.04
ROBIN LAND COMPANY LLC	LEVA DOLLIE BELL	2335-000032-02	\$ 86.04
ROBIN LAND COMPANY LLC	LEVA DOLLIE BELL	2335-000032-02	\$ 86.04
ROBIN LAND COMPANY LLC	LEVA DOLLIE BELL	2335-000032-02	\$ 86.04
ROBIN LAND COMPANY LLC	LEVA DOLLIE BELL	2335-000032-02	\$ 86.04
ROBIN LAND COMPANY LLC	VIRGINIA HAGER	2335-000032-02	\$ 28.68
ROBIN LAND COMPANY LLC	THOMAS & JUDY MARCUM	2335-000032-02	\$ 28.68
ROBIN LAND COMPANY LLC	EDITH M. CAUDILL	2335-000033-00	\$ 56.96
ROBIN LAND COMPANY LLC	EDITH M. CAUDILL	2335-000033-00	\$ 56.96
ROBIN LAND COMPANY LLC	EDITH M. CAUDILL	2335-000033-00	\$ 56.96
ROBIN LAND COMPANY LLC	EDITH M. CAUDILL	2335-000033-00	\$ 56.96
ROBIN LAND COMPANY LLC	EDITH M. CAUDILL	2335-000033-00	\$ 56.96
ROBIN LAND COMPANY LLC	EDITH M. CAUDILL	2335-000033-00	\$ 56.96
ROBIN LAND COMPANY LLC	EDITH M. CAUDILL	2335-000033-00	\$ 56.96
ROBIN LAND COMPANY LLC	EDITH M. CAUDILL	2335-000033-00	\$ 56.96
ROBIN LAND COMPANY LLC	EDITH M. CAUDILL	2335-000033-00	\$ 56.96
ROBIN LAND COMPANY LLC	JOSEPH HAGER	2335-000033-01	\$ 170.89
ROBIN LAND COMPANY LLC	G JEWELL CHAMBERS	2335-000033-02	\$ 170.89
ROBIN LAND COMPANY LLC	LEVA DOLLIE BELL	2335-000033-03	\$ 170.89
ROBIN LAND COMPANY LLC	LEVA DOLLIE BELL	2335-000033-03	\$ 170.89
ROBIN LAND COMPANY LLC	LEVA DOLLIE BELL	2335-000033-03	\$ 170.89

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	LEVA DOLLIE BELL	2335-000033-03	\$ 170.89
ROBIN LAND COMPANY LLC	LEVA DOLLIE BELL	2335-000033-03	\$ 170.89
ROBIN LAND COMPANY LLC	LEVA DOLLIE BELL	2335-000033-03	\$ 170.89
ROBIN LAND COMPANY LLC	DELANO & GLENDA STEINACKER	2335-000033-04	\$ 56.96
ROBIN LAND COMPANY LLC	DELANO & GLENDA STEINACKER	2335-000033-04	\$ 56.96
ROBIN LAND COMPANY LLC	DELANO & GLENDA STEINACKER	2335-000033-04	\$ 56.96
ROBIN LAND COMPANY LLC	DELANO & GLENDA STEINACKER	2335-000033-04	\$ 56.96
ROBIN LAND COMPANY LLC	DELANO & GLENDA STEINACKER	2335-000033-04	\$ 56.96
ROBIN LAND COMPANY LLC	VIRGINIA HAGER	2335-000033-04	\$ 56.96
ROBIN LAND COMPANY LLC	THOMAS & JUDY MARCUM	2335-000033-04	\$ 56.96
ROBIN LAND COMPANY LLC	JACK R. VICKERS	2335-000034-00	\$ 104.00
ROBIN LAND COMPANY LLC	JERRY ADKINS	2335-000037-00	\$ 100.00
ROBIN LAND COMPANY LLC	ANNA LOUIS ALDRIDGE	2335-000037-01	\$ 0.52
ROBIN LAND COMPANY LLC	ANNA LOUIS ALDRIDGE	2335-000037-01	\$ 21.36
ROBIN LAND COMPANY LLC	ANTHONY K ALDRIDGE	2335-000037-01	\$ 0.18
ROBIN LAND COMPANY LLC	ANTHONY K ALDRIDGE	2335-000037-01	\$ 7.12
ROBIN LAND COMPANY LLC	ANGELA SANDERS	2335-000037-01	\$ 7.12
ROBIN LAND COMPANY LLC	CONNIE J ROBERTS	2335-000037-01	\$ 42.72
ROBIN LAND COMPANY LLC	KATRINA SEARLS	2335-000037-01	\$ 42.72
ROBIN LAND COMPANY LLC	KATRINA MCCALLISTER	2335-000037-01	\$ 7.12
ROBIN LAND COMPANY LLC	MYRNA CUMMINGS	2335-000037-01	\$ 41.67
ROBIN LAND COMPANY LLC	MYRNA CUMMINGS	2335-000037-01	\$ 1.05
ROBIN LAND COMPANY LLC	MYRNA CUMMINGS	2335-000037-01	\$ 42.72
ROBIN LAND COMPANY LLC	MYRNA CUMMINGS	2335-000037-01	\$ 42.72



COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	TONY R HAGER	2335-000037-02	\$ 35.69
ROBIN LAND COMPANY LLC	CRYSTAL ANN ALDRIDGE	2335-000037-03	\$ 35.71
ROBIN LAND COMPANY LLC	KAREN SUE HOLESTIN	2335-000037-03	\$ 35.71
ROBIN LAND COMPANY LLC	SHARON LYNN ROBERTS	2335-000037-03	\$ 35.71
ROBIN LAND COMPANY LLC	DONALD G. ATKINS	2335-000037-04	\$ 562.50
ROBIN LAND COMPANY LLC	MEREDITH D FRALEY	2335-000037-05	\$ 112.50
ROBIN LAND COMPANY LLC	MEREDITH D FRALEY	2335-000037-05	\$ 112.50
ROBIN LAND COMPANY LLC	MARGARET E. MULLINS	2335-000037-05	\$ 112.50
ROBIN LAND COMPANY LLC	MARGARET E. MULLINS	2335-000037-05	\$ 112.50
ROBIN LAND COMPANY LLC	LORENE GRAFTON & DONALD GRAFTON	2335-000037-07	\$ 35.71
ROBIN LAND COMPANY LLC	LORENE GRAFTON & DONALD GRAFTON	2335-000037-07	\$ 35.71
ROBIN LAND COMPANY LLC	BILLY WILLIAMS	2335-000037-09	\$ 62.50
ROBIN LAND COMPANY LLC	BILLY WILLIAMS	2335-000037-09	\$ 62.50
ROBIN LAND COMPANY LLC	CHARLES W. WOLFORD	2335-000037-09	\$ 20.83
ROBIN LAND COMPANY LLC	CHARLES W. WOLFORD	2335-000037-09	\$ 20.83
ROBIN LAND COMPANY LLC	CARLLEAL LINVILLE	2335-000037-09	\$ 62.50
ROBIN LAND COMPANY LLC	CARLLEAL LINVILLE	2335-000037-09	\$ 62.50
ROBIN LAND COMPANY LLC	JEAN BURCH	2335-000037-09	\$ 62.50
ROBIN LAND COMPANY LLC	JEAN BURCH	2335-000037-09	\$ 62.50
ROBIN LAND COMPANY LLC	LINDA MADDEN	2335-000037-09	\$ 62.50
ROBIN LAND COMPANY LLC	LINDA MADDEN	2335-000037-09	\$ 62.50
ROBIN LAND COMPANY LLC	LINDA MADDEN	2335-000037-09	\$ 62.50
ROBIN LAND COMPANY LLC	LINDA MADDEN	2335-000037-09	\$ 62.50
ROBIN LAND COMPANY LLC	PATRICIA MADDEN	2335-000037-09	\$ 62.50

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	PATRICIA MADDEN	2335-000037-09	\$ 62.50
ROBIN LAND COMPANY LLC	PATRICIA MADDEN	2335-000037-09	\$ 62.50
ROBIN LAND COMPANY LLC	PATRICIA MADDEN	2335-000037-09	\$ 62.50
ROBIN LAND COMPANY LLC	SIDNEY LINVILLE	2335-000037-09	\$ 125.00
ROBIN LAND COMPANY LLC	SIDNEY LINVILLE	2335-000037-09	\$ 125.00
ROBIN LAND COMPANY LLC	SIDNEY LINVILLE	2335-000037-09	\$ 125.00
ROBIN LAND COMPANY LLC	SUZANNE LOVE	2335-000037-09	\$ 20.83
ROBIN LAND COMPANY LLC	SUZANNE LOVE	2335-000037-09	\$ 20.83
ROBIN LAND COMPANY LLC	RUTH MADDEN	2335-000037-09	\$ 62.51
ROBIN LAND COMPANY LLC	RUTH MADDEN	2335-000037-09	\$ 62.51
ROBIN LAND COMPANY LLC	ROBERT R. WOLFORD	2335-000037-09	\$ 20.83
ROBIN LAND COMPANY LLC	ROBERT R. WOLFORD	2335-000037-09	\$ 20.83
ROBIN LAND COMPANY LLC	ROBERT R. WOLFORD	2335-000037-09	\$ 20.83
ROBIN LAND COMPANY LLC	ROBERT R. WOLFORD	2335-000037-09	\$ 20.83
ROBIN LAND COMPANY LLC	MYRL ATKINS	2335-000037-10	\$ 281.25
ROBIN LAND COMPANY LLC	MYRL ATKINS	2335-000037-10	\$ 281.25
ROBIN LAND COMPANY LLC	CONNIE M MELNYCZENKO	2335-000037-11	\$ 31.25
ROBIN LAND COMPANY LLC	CONNIE M MELNYCZENKO	2335-000037-11	\$ 31.25
ROBIN LAND COMPANY LLC	HAROLD ADKINS	2335-000037-12	\$ 115.63
ROBIN LAND COMPANY LLC	DIANNA G WILLIAMS	2335-000037-13	\$ 115.63
ROBIN LAND COMPANY LLC	JOYCE MURRAY	2335-000037-13	\$ 115.63
ROBIN LAND COMPANY LLC	PATSY LEE CARR	2335-000037-14	\$ 46.88
ROBIN LAND COMPANY LLC	ROGER DALE ATKINS	2335-000037-14	\$ 93.76
ROBIN LAND COMPANY LLC	ZOLA FAYE MILLER	2335-000037-14	\$ 46.88

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	SYLVIA ALDRIDGE	2335-000037-15	\$ 35.71
ROBIN LAND COMPANY LLC	SYLVIA ALDRIDGE	2335-000037-15	\$ 35.71
ROBIN LAND COMPANY LLC	SYLVIA ALDRIDGE	2335-000037-15	\$ 35.71
ROBIN LAND COMPANY LLC	BILL ADKINS	2335-000037-16	\$ 14.29
ROBIN LAND COMPANY LLC	BILL ADKINS	2335-000037-16	\$ 14.29
ROBIN LAND COMPANY LLC	BILL ADKINS	2335-000037-16	\$ 14.29
ROBIN LAND COMPANY LLC	BRAD HILL	2335-000037-16	\$ 14.29
ROBIN LAND COMPANY LLC	BRAD HILL	2335-000037-16	\$ 14.29
ROBIN LAND COMPANY LLC	BRAD HILL	2335-000037-16	\$ 14.29
ROBIN LAND COMPANY LLC	TERRY ADKINS	2335-000037-16	\$ 14.29
ROBIN LAND COMPANY LLC	TERRY ADKINS	2335-000037-16	\$ 14.29
ROBIN LAND COMPANY LLC	TERRY ADKINS	2335-000037-16	\$ 14.29
ROBIN LAND COMPANY LLC	SHERRY CHAPMAN	2335-000037-16	\$ 14.29
ROBIN LAND COMPANY LLC	SHERRY CHAPMAN	2335-000037-16	\$ 14.29
ROBIN LAND COMPANY LLC	SHERRY CHAPMAN	2335-000037-16	\$ 14.29
ROBIN LAND COMPANY LLC	SUSIE K. THOMPSON	2335-000037-16	\$ 120.83
ROBIN LAND COMPANY LLC	SUSIE K. THOMPSON	2335-000037-16	\$ 120.84
ROBIN LAND COMPANY LLC	SUSIE K. THOMPSON	2335-000037-16	\$ 120.84
ROBIN LAND COMPANY LLC	BETTY SUE JARRELL	2335-000039-00	\$ 100.00
ROBIN LAND COMPANY LLC	BETTY SUE JARRELL	2335-000039-00	\$ 100.00
ROBIN LAND COMPANY LLC	BETTY SUE JARRELL	2335-000039-00	\$ 100.00
ROBIN LAND COMPANY LLC	BETTY SUE JARRELL	2335-000039-00	\$ 100.00
ROBIN LAND COMPANY LLC	REX L. MITCHELL	2335-000041-00	\$ 100.00
ROBIN LAND COMPANY LLC	DONALD G. ATKINS	2335-000043-00	\$ 382.50

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000044-00	\$ 15.00
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000044-00	\$ 15.00
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000044-00	\$ 15.00
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000044-00	\$ 15.00
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000045-00	\$ 7.50
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000045-00	\$ 7.50
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000045-00	\$ 7.50
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000045-00	\$ 7.50
ROBIN LAND COMPANY LLC	GARY P. ADKINS	2335-000045-01	\$ 0.98
ROBIN LAND COMPANY LLC	JAMES WASHINGTON	2335-000045-01	\$ 1.07
ROBIN LAND COMPANY LLC	JEANNE ELIZABETH WASHINGTON	2335-000045-01	\$ 1.07
ROBIN LAND COMPANY LLC	JEANNE ELIZABETH WASHINGTON	2335-000045-01	\$ 1.07
ROBIN LAND COMPANY LLC	JEANNE ELIZABETH WASHINGTON	2335-000045-01	\$ 1.07
ROBIN LAND COMPANY LLC	MARY HELEN CONTIOS	2335-000045-01	\$ 0.54
ROBIN LAND COMPANY LLC	MARY HELEN CONTIOS	2335-000045-01	\$ 0.54
ROBIN LAND COMPANY LLC	MARY HELEN CONTIOS	2335-000045-01	\$ 0.54
ROBIN LAND COMPANY LLC	MICHAEL G. ERSKINE	2335-000045-01	\$ 0.98
ROBIN LAND COMPANY LLC	REBECCA WILLIAMS	2335-000045-01	\$ 2.14
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000045-01	\$ 0.54
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000045-01	\$ 0.54
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000045-01	\$ 0.54
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000045-01	\$ 0.54
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000045-01	\$ 0.54
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000045-01	\$ 0.54

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	LARRY C ADKINS	2335-000045-04	\$ 45.50
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000046-00	\$ 25.00
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000046-00	\$ 25.00
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000046-00	\$ 25.00
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000046-00	\$ 25.00
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000047-00	\$ 12.50
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000047-00	\$ 12.50
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000047-00	\$ 12.50
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000047-00	\$ 12.50
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000047-00	\$ 12.50
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000055-00	\$ 50.00
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000055-00	\$ 50.00
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000055-00	\$ 50.00
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000055-00	\$ 50.00
ROBIN LAND COMPANY LLC	DELL HAGER & LILLIAN HAGER	2335-000056-00	\$ 50.00
ROBIN LAND COMPANY LLC	DELL HAGER & LILLIAN HAGER	2335-000056-00	\$ 50.00
ROBIN LAND COMPANY LLC	DELL HAGER & LILLIAN HAGER	2335-000056-00	\$ 50.00
ROBIN LAND COMPANY LLC	DELL HAGER & LILLIAN HAGER	2335-000056-00	\$ 50.00
ROBIN LAND COMPANY LLC	DELL HAGER & LILLIAN HAGER	2335-000056-00	\$ 50.00
ROBIN LAND COMPANY LLC	AUDREY BILLUPS	2335-000057-00	\$ 53.34
ROBIN LAND COMPANY LLC	AUDREY BILLUPS	2335-000057-00	\$ 53.34
ROBIN LAND COMPANY LLC	AUDREY BILLUPS	2335-000057-00	\$ 53.34
ROBIN LAND COMPANY LLC	AUDREY BILLUPS	2335-000057-00	\$ 53.34
ROBIN LAND COMPANY LLC	AUDREY BILLUPS	2335-000057-00	\$ 53.34
ROBIN LAND COMPANY LLC	BECKY BILLUPS SPEARS	2335-000057-00	\$ 21.34

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	BECKY BILLUPS SPEARS	2335-000057-00	\$ 21.34
ROBIN LAND COMPANY LLC	JERRY BILLUPS	2335-000057-00	\$ 21.33
ROBIN LAND COMPANY LLC	KATHY ELKINS	2335-000057-00	\$ 21.33
ROBIN LAND COMPANY LLC	KATHY ELKINS	2335-000057-00	\$ 21.33
ROBIN LAND COMPANY LLC	KATHY ELKINS	2335-000057-00	\$ 21.33
ROBIN LAND COMPANY LLC	KATHY ELKINS	2335-000057-00	\$ 21.33
ROBIN LAND COMPANY LLC	KATHY ELKINS	2335-000057-00	\$ 21.33
ROBIN LAND COMPANY LLC	KATHY ELKINS	2335-000057-00	\$ 21.33
ROBIN LAND COMPANY LLC	KATHY ELKINS	2335-000057-00	\$ 21.33
ROBIN LAND COMPANY LLC	JEAN HARLESS	2335-000057-00	\$ 21.33
ROBIN LAND COMPANY LLC	JEAN HARLESS	2335-000057-00	\$ 21.33
ROBIN LAND COMPANY LLC	JEAN HARLESS	2335-000057-00	\$ 21.33
ROBIN LAND COMPANY LLC	AUDREY BILLUPS	2335-000058-00	\$ 2.50
ROBIN LAND COMPANY LLC	AUDREY BILLUPS	2335-000058-00	\$ 2.50
ROBIN LAND COMPANY LLC	AUDREY BILLUPS	2335-000058-00	\$ 2.50
ROBIN LAND COMPANY LLC	AUDREY BILLUPS	2335-000058-00	\$ 2.50
ROBIN LAND COMPANY LLC	BILLY JOE JARRELL SR	2335-000058-00	\$ 7.50
ROBIN LAND COMPANY LLC	BILLY JOE JARRELL SR	2335-000058-00	\$ 7.50
ROBIN LAND COMPANY LLC	BILLY JOE JARRELL SR	2335-000058-00	\$ 7.50
ROBIN LAND COMPANY LLC	BECKY BILLUPS SPEARS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	BECKY BILLUPS SPEARS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	BECKY BILLUPS SPEARS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	BECKY BILLUPS SPEARS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	BECKY BILLUPS SPEARS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	CLAYTON M BILLUPS &	2335-000058-00	\$ 7.50

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	CUBBY JOE BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	CUBBY JOE BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	CUBBY JOE BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	CUBBY JOE BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	CUBBY JOE BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	CUBBY JOE BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	ELLEN JEAN LONEY &	2335-000058-00	\$ 7.50
ROBIN LAND COMPANY LLC	ELLEN JEAN LONEY &	2335-000058-00	\$ 7.50
ROBIN LAND COMPANY LLC	DELORIS KATHEY ROMICK &	2335-000058-00	\$ 7.50
ROBIN LAND COMPANY LLC	DELORIS KATHEY ROMICK &	2335-000058-00	\$ 7.50
ROBIN LAND COMPANY LLC	DELORIS KATHEY ROMICK &	2335-000058-00	\$ 7.50
ROBIN LAND COMPANY LLC	FRANCES ROSE BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	FRANCES ROSE BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	FREDA BILLUPS LINEAR	2335-000058-00	\$ 2.50
ROBIN LAND COMPANY LLC	FREDA BILLUPS LINEAR	2335-000058-00	\$ 2.50
ROBIN LAND COMPANY LLC	FREDA BILLUPS LINEAR	2335-000058-00	\$ 2.50
ROBIN LAND COMPANY LLC	FREDA BILLUPS LINEAR	2335-000058-00	\$ 2.50
ROBIN LAND COMPANY LLC	FREDA BILLUPS LINEAR	2335-000058-00	\$ 2.50
ROBIN LAND COMPANY LLC	FRANCIS HONEY BILLUPS LOVEJOY	2335-000058-00	\$ 7.50
ROBIN LAND COMPANY LLC	FRANCIS HONEY BILLUPS LOVEJOY	2335-000058-00	\$ 7.50
ROBIN LAND COMPANY LLC	FRANCIS HONEY BILLUPS LOVEJOY	2335-000058-00	\$ 7.50
ROBIN LAND COMPANY LLC	FRANCIS HONEY BILLUPS LOVEJOY	2335-000058-00	\$ 7.50
ROBIN LAND COMPANY LLC	JASON BRIAN BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	JASON BRIAN BILLUPS	2335-000058-00	\$ 1.00

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	JASON BRIAN BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	JASON BRIAN BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	JASON BRIAN BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	JASON BRIAN BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	JERRY BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	JERRY BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	JERRY BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	JERRY BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	JERRY BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	JERRY BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	KATHY ELKINS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	KATHY ELKINS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	KATHY ELKINS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	JEAN HARLESS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	JEAN HARLESS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	JEAN HARLESS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	JEAN HARLESS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	JEAN HARLESS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	JUDY SEAY	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	JUDY SEAY	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	JUDY SEAY	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	STELLA PEARL BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	STELLA PEARL BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	STELLA PEARL BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	STELLA PEARL BILLUPS	2335-000058-00	\$ 1.00



COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	STELLA PEARL BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	STELLA PEARL BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	THOMAS E BILLUPS	2335-000058-00	\$ 7.50
ROBIN LAND COMPANY LLC	THOMAS E BILLUPS	2335-000058-00	\$ 7.50
ROBIN LAND COMPANY LLC	THOMAS E BILLUPS	2335-000058-00	\$ 7.50
ROBIN LAND COMPANY LLC	THOMAS E BILLUPS	2335-000058-00	\$ 7.50
ROBIN LAND COMPANY LLC	WILLIE EDWARD BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	WILLIE EDWARD BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	WILLIE EDWARD BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	WILLIE EDWARD BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	WILLIE EDWARD BILLUPS	2335-000058-00	\$ 1.00
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000059-00	\$ 25.00
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000059-00	\$ 25.00
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000059-00	\$ 25.00
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000059-00	\$ 25.00
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000059-00	\$ 25.00
ROBIN LAND COMPANY LLC	WILLIAM C. ELDRIDGE & BARBARA	2335-000060-00	\$ 50.00
ROBIN LAND COMPANY LLC	BETTY COOPER	2335-000061-00	\$ 6.22
ROBIN LAND COMPANY LLC	BRENDA & TOM TACKETT	2335-000061-00	\$ 1.24
ROBIN LAND COMPANY LLC	BRENDA & TOM TACKETT	2335-000061-00	\$ 1.24
ROBIN LAND COMPANY LLC	BRENDA & TOM TACKETT	2335-000061-00	\$ 1.24
ROBIN LAND COMPANY LLC	CARTER ELKINS JR	2335-000061-00	\$ 1.25
ROBIN LAND COMPANY LLC	CARTER ELKINS JR	2335-000061-00	\$ 1.25
ROBIN LAND COMPANY LLC	CARTER ELKINS JR	2335-000061-00	\$ 1.25

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	CARTER ELKINS JR	2335-000061-00	\$ 1.25
ROBIN LAND COMPANY LLC	CARTER ELKINS JR	2335-000061-00	\$ 1.25
ROBIN LAND COMPANY LLC	CARTER ELKINS JR	2335-000061-00	\$ 1.25
ROBIN LAND COMPANY LLC	CARTER ELKINS JR	2335-000061-00	\$ 1.25
ROBIN LAND COMPANY LLC	HILDA MILLER	2335-000061-00	\$ 6.22
ROBIN LAND COMPANY LLC	FREDDY STONE	2335-000061-00	\$ 6.22
ROBIN LAND COMPANY LLC	IRIS HOLESTON	2335-000061-00	\$ 6.22
ROBIN LAND COMPANY LLC	MAXINE CLARK	2335-000061-00	\$ 6.22
ROBIN LAND COMPANY LLC	PRISCELLA MESSER	2335-000061-00	\$ 6.22
ROBIN LAND COMPANY LLC	RUTH STONE	2335-000061-00	\$ 6.22
ROBIN LAND COMPANY LLC	TAMMY & KENNETH KIMBLER	2335-000061-00	\$ 1.25
ROBIN LAND COMPANY LLC	TAMMY & KENNETH KIMBLER	2335-000061-00	\$ 1.25
ROBIN LAND COMPANY LLC	WILMA STONE	2335-000061-00	\$ 6.22
ROBIN LAND COMPANY LLC	WILMA JEAN THOMPSON	2335-000061-00	\$ 2.50
ROBIN LAND COMPANY LLC	WILMA JEAN THOMPSON	2335-000061-00	\$ 2.50
ROBIN LAND COMPANY LLC	WILMA JEAN THOMPSON	2335-000061-00	\$ 2.50
ROBIN LAND COMPANY LLC	WILMA JEAN THOMPSON	2335-000061-00	\$ 2.50
ROBIN LAND COMPANY LLC	WILMA JEAN THOMPSON	2335-000061-00	\$ 2.50
ROBIN LAND COMPANY LLC	WILMA JEAN THOMPSON	2335-000061-00	\$ 2.50
ROBIN LAND COMPANY LLC	FRANKLIN C SMITH	2335-000062-00	\$ 55.00
ROBIN LAND COMPANY LLC	BLACK BEAR RESOURCES LLC	2335-000064-00	\$ 1,469.78
ROBIN LAND COMPANY LLC	TRILLA PRESSLEY	2335-000064-00	\$ 75.00
ROBIN LAND COMPANY LLC	TRILLA PRESSLEY	2335-000064-00	\$ 53.50
ROBIN LAND COMPANY LLC	EULAH MAE WAGONER	2335-000064-01	\$ 53.50

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	MARY B TATE	2335-000065-00	\$ 3.50
ROBIN LAND COMPANY LLC	MARY B TATE	2335-000065-00	\$ 3.50
ROBIN LAND COMPANY LLC	MARY B TATE	2335-000065-00	\$ 3.50
ROBIN LAND COMPANY LLC	MARY B TATE	2335-000065-00	\$ 3.50
ROBIN LAND COMPANY LLC	MARY B TATE	2335-000065-00	\$ 3.50
ROBIN LAND COMPANY LLC	GARY P. ADKINS	2335-000065-01	\$ 0.46
ROBIN LAND COMPANY LLC	JAMES WASHINGTON	2335-000065-01	\$ 0.50
ROBIN LAND COMPANY LLC	JEANNE ELIZABETH WASHINGTON	2335-000065-01	\$ 0.50
ROBIN LAND COMPANY LLC	JEANNE ELIZABETH WASHINGTON	2335-000065-01	\$ 0.50
ROBIN LAND COMPANY LLC	JEANNE ELIZABETH WASHINGTON	2335-000065-01	\$ 0.50
ROBIN LAND COMPANY LLC	MARY HELEN CONTIOS	2335-000065-01	\$ 0.25
ROBIN LAND COMPANY LLC	MARY HELEN CONTIOS	2335-000065-01	\$ 0.25
ROBIN LAND COMPANY LLC	MARY HELEN CONTIOS	2335-000065-01	\$ 0.25
ROBIN LAND COMPANY LLC	MICHAEL G. ERSKINE	2335-000065-01	\$ 0.46
ROBIN LAND COMPANY LLC	REBECCA WILLIAMS	2335-000065-01	\$ 1.00
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000065-01	\$ 0.25
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000065-01	\$ 0.25
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000065-01	\$ 0.25
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000065-01	\$ 0.25
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000065-01	\$ 0.25
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000066-00	\$ 25.00
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000066-00	\$ 25.00
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000066-00	\$ 25.00
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000066-00	\$ 25.00

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	GARY P. ADKINS	2335-000066-01	\$ 3.27
ROBIN LAND COMPANY LLC	JAMES WASHINGTON	2335-000066-01	\$ 3.57
ROBIN LAND COMPANY LLC	JEANNE ELIZABETH WASHINGTON	2335-000066-01	\$ 3.57
ROBIN LAND COMPANY LLC	JEANNE ELIZABETH WASHINGTON	2335-000066-01	\$ 3.57
ROBIN LAND COMPANY LLC	JEANNE ELIZABETH WASHINGTON	2335-000066-01	\$ 3.57
ROBIN LAND COMPANY LLC	MARY HELEN CONTIOS	2335-000066-01	\$ 1.79
ROBIN LAND COMPANY LLC	MARY HELEN CONTIOS	2335-000066-01	\$ 1.79
ROBIN LAND COMPANY LLC	MARY HELEN CONTIOS	2335-000066-01	\$ 1.79
ROBIN LAND COMPANY LLC	MICHAEL G. ERSKINE	2335-000066-01	\$ 3.27
ROBIN LAND COMPANY LLC	REBECCA WILLIAMS	2335-000066-01	\$ 7.14
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000066-01	\$ 1.79
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000066-01	\$ 1.79
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000066-01	\$ 1.79
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000066-01	\$ 1.79
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000066-01	\$ 1.79
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000066-01	\$ 1.79
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000067-00	\$ 0.75
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000067-00	\$ 0.75
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000067-00	\$ 0.75
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000067-00	\$ 0.75
ROBIN LAND COMPANY LLC	GARY P. ADKINS	2335-000067-01	\$ 0.12
ROBIN LAND COMPANY LLC	JAMES WASHINGTON	2335-000067-01	\$ 0.13
ROBIN LAND COMPANY LLC	JEANNE ELIZABETH WASHINGTON	2335-000067-01	\$ 0.13
ROBIN LAND COMPANY LLC	JEANNE ELIZABETH WASHINGTON	2335-000067-01	\$ 0.13

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	JEANNE ELIZABETH WASHINGTON	2335-000067-01	\$ 0.13
ROBIN LAND COMPANY LLC	MARY HELEN CONTIOS	2335-000067-01	\$ 0.06
ROBIN LAND COMPANY LLC	MARY HELEN CONTIOS	2335-000067-01	\$ 0.06
ROBIN LAND COMPANY LLC	MARY HELEN CONTIOS	2335-000067-01	\$ 0.06
ROBIN LAND COMPANY LLC	MICHAEL G. ERSKINE	2335-000067-01	\$ 0.12
ROBIN LAND COMPANY LLC	REBECCA WILLIAMS	2335-000067-01	\$ 0.26
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000067-01	\$ 0.06
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000067-01	\$ 0.06
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000067-01	\$ 0.06
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000067-01	\$ 0.06
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000067-01	\$ 0.06
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000067-01	\$ 0.06
ROBIN LAND COMPANY LLC	CECIL ADKINS	2335-000069-00	\$ 136.50
ROBIN LAND COMPANY LLC	EDNA HARLESS JONES & WILLIAM	2335-000071-00	\$ 75.00
ROBIN LAND COMPANY LLC	EDNA HARLESS JONES & WILLIAM	2335-000071-00	\$ 75.00
ROBIN LAND COMPANY LLC	EDNA HARLESS JONES & WILLIAM	2335-000071-00	\$ 75.00
ROBIN LAND COMPANY LLC	EDNA HARLESS JONES & WILLIAM	2335-000071-00	\$ 75.00
ROBIN LAND COMPANY LLC	EDNA HARLESS JONES & WILLIAM	2335-000071-00	\$ 75.00
ROBIN LAND COMPANY LLC	DENISE RUTHSTROM	2335-000072-01	\$ 166.67
ROBIN LAND COMPANY LLC	NANCY COPEN	2335-000072-01	\$ 13.89
ROBIN LAND COMPANY LLC	SUE BOOTHE	2335-000072-02	\$ 13.89
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000073-00	\$ 12.00
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000073-00	\$ 12.00
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000073-00	\$ 12.00
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000073-00	\$ 12.00

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	GARY P. ADKINS	2335-000073-01	\$ 1.57
ROBIN LAND COMPANY LLC	JAMES WASHINGTON	2335-000073-01	\$ 1.71
ROBIN LAND COMPANY LLC	JEANNE ELIZABETH WASHINGTON	2335-000073-01	\$ 1.71
ROBIN LAND COMPANY LLC	JEANNE ELIZABETH WASHINGTON	2335-000073-01	\$ 1.71
ROBIN LAND COMPANY LLC	JEANNE ELIZABETH WASHINGTON	2335-000073-01	\$ 1.71
ROBIN LAND COMPANY LLC	MARY HELEN CONTIOS	2335-000073-01	\$ 0.86
ROBIN LAND COMPANY LLC	MARY HELEN CONTIOS	2335-000073-01	\$ 0.86
ROBIN LAND COMPANY LLC	MARY HELEN CONTIOS	2335-000073-01	\$ 0.86
ROBIN LAND COMPANY LLC	MICHAEL G. ERSKINE	2335-000073-01	\$ 1.57
ROBIN LAND COMPANY LLC	REBECCA WILLIAMS	2335-000073-01	\$ 3.43
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000073-01	\$ 0.86
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000073-01	\$ 0.86
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000073-01	\$ 0.86
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000073-01	\$ 0.86
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000073-01	\$ 0.86
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000073-01	\$ 0.86
ROBIN LAND COMPANY LLC	ESTATE OF JULIAN & DRUSIE HILL	2335-000074-00	\$ 11.56
ROBIN LAND COMPANY LLC	ESTATE OF JULIAN & DRUSIE HILL	2335-000074-00	\$ 11.56
ROBIN LAND COMPANY LLC	KATHERINE WILLIAMSON	2335-000074-00	\$ 12.42
ROBIN LAND COMPANY LLC	KATHERINE WILLIAMSON	2335-000074-00	\$ 12.42
ROBIN LAND COMPANY LLC	KATHERINE WILLIAMSON	2335-000074-00	\$ 12.42
ROBIN LAND COMPANY LLC	KATHERINE WILLIAMSON	2335-000074-00	\$ 12.42
ROBIN LAND COMPANY LLC	JERSIE ADKINS HILL	2335-000074-00	\$ 14.90
ROBIN LAND COMPANY LLC	JERSIE ADKINS HILL	2335-000074-00	\$ 14.90

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	JERSIE ADKINS HILL	2335-000074-00	\$ 14.90
ROBIN LAND COMPANY LLC	JERSIE ADKINS HILL	2335-000074-00	\$ 14.90
ROBIN LAND COMPANY LLC	MARJORIE CRADDOCK	2335-000074-00	\$ 12.42
ROBIN LAND COMPANY LLC	MARJORIE CRADDOCK	2335-000074-00	\$ 12.42
ROBIN LAND COMPANY LLC	MARJORIE CRADDOCK	2335-000074-00	\$ 12.42
ROBIN LAND COMPANY LLC	MARJORIE CRADDOCK	2335-000074-00	\$ 12.42
ROBIN LAND COMPANY LLC	MARJORIE CRADDOCK	2335-000074-00	\$ 12.42
ROBIN LAND COMPANY LLC	VERNA HILL PAULEY ESTATE	2335-000074-00	\$ 17.75
ROBIN LAND COMPANY LLC	VERNA HILL PAULEY ESTATE	2335-000074-00	\$ 17.75
ROBIN LAND COMPANY LLC	VERNA HILL PAULEY ESTATE	2335-000074-00	\$ 17.75
ROBIN LAND COMPANY LLC	VERNA HILL PAULEY ESTATE	2335-000074-00	\$ 17.75
ROBIN LAND COMPANY LLC	VERNA HILL PAULEY ESTATE	2335-000074-00	\$ 17.75
ROBIN LAND COMPANY LLC	VERNONDA HILL	2335-000074-00	\$ 18.21
ROBIN LAND COMPANY LLC	VERNONDA HILL	2335-000074-00	\$ 18.21
ROBIN LAND COMPANY LLC	VERNONDA HILL	2335-000074-00	\$ 18.21
ROBIN LAND COMPANY LLC	VERNONDA HILL	2335-000074-00	\$ 18.21
ROBIN LAND COMPANY LLC	BRENT HILL STEWART	2335-000074-01	\$ 12.42
ROBIN LAND COMPANY LLC	BRENT HILL STEWART	2335-000074-01	\$ 12.42
ROBIN LAND COMPANY LLC	DONNA HILL JUSTICE	2335-000074-01	\$ 24.84
ROBIN LAND COMPANY LLC	DONNA HILL JUSTICE	2335-000074-01	\$ 24.84
ROBIN LAND COMPANY LLC	DONNA HILL JUSTICE	2335-000074-01	\$ 24.84
ROBIN LAND COMPANY LLC	DONNA HILL JUSTICE	2335-000074-01	\$ 24.84
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000074-01	\$ 11.56
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000074-01	\$ 11.56
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000074-01	\$ 11.56

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000074-01	\$ 11.56
ROBIN LAND COMPANY LLC	LANE NELSON STEWART	2335-000074-01	\$ 12.42
ROBIN LAND COMPANY LLC	LANE NELSON STEWART	2335-000074-01	\$ 12.42
ROBIN LAND COMPANY LLC	PATRICIA A SCHWINGER	2335-000074-01	\$ 24.84
ROBIN LAND COMPANY LLC	PATRICIA A SCHWINGER	2335-000074-01	\$ 24.84
ROBIN LAND COMPANY LLC	PATRICIA A SCHWINGER	2335-000074-01	\$ 24.84
ROBIN LAND COMPANY LLC	TIMOTHY OBED HILL FERRELL	2335-000074-01	\$ 24.84
ROBIN LAND COMPANY LLC	TRACY L. SANDERS	2335-000074-01	\$ 21.02
ROBIN LAND COMPANY LLC	NORA HILL BAKER	2335-000074-02	\$ 47.97
ROBIN LAND COMPANY LLC	NORA HILL BAKER	2335-000074-02	\$ 47.97
ROBIN LAND COMPANY LLC	NORA HILL BAKER	2335-000074-02	\$ 47.97
ROBIN LAND COMPANY LLC	NORA HILL BAKER	2335-000074-02	\$ 47.97
ROBIN LAND COMPANY LLC	NORA HILL BAKER	2335-000074-02	\$ 47.97
ROBIN LAND COMPANY LLC	ESTHER LOVEJOY	2335-000075-00	\$ 32.00
ROBIN LAND COMPANY LLC	ESTHER LOVEJOY	2335-000075-00	\$ 32.00
ROBIN LAND COMPANY LLC	ESTHER LOVEJOY	2335-000075-00	\$ 32.00
ROBIN LAND COMPANY LLC	ESTHER LOVEJOY	2335-000075-00	\$ 32.00
ROBIN LAND COMPANY LLC	ESTHER LOVEJOY	2335-000075-00	\$ 32.00
ROBIN LAND COMPANY LLC	THELMA LOVEJOY & AARON LOVEJOY	2335-000076-00	\$ 6.49
ROBIN LAND COMPANY LLC	THELMA LOVEJOY & AARON LOVEJOY	2335-000076-00	\$ 6.49
ROBIN LAND COMPANY LLC	THELMA LOVEJOY & AARON LOVEJOY	2335-000076-00	\$ 6.49
ROBIN LAND COMPANY LLC	THELMA LOVEJOY & AARON LOVEJOY	2335-000076-00	\$ 6.49
ROBIN LAND COMPANY LLC	THELMA LOVEJOY & AARON LOVEJOY	2335-000076-00	\$ 6.49
ROBIN LAND COMPANY LLC	CORA MILLER	2335-000076-01	\$ 6.49



COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	CORA MILLER	2335-000076-01	\$ 6.49
ROBIN LAND COMPANY LLC	CORA MILLER	2335-000076-01	\$ 6.49
ROBIN LAND COMPANY LLC	CORA MILLER	2335-000076-01	\$ 6.49
ROBIN LAND COMPANY LLC	CORA MILLER	2335-000076-01	\$ 6.49
ROBIN LAND COMPANY LLC	ANITA Y. PURDEE	2335-000076-03	\$ 9.74
ROBIN LAND COMPANY LLC	THOMAS M MILLER JR	2335-000076-03	\$ 9.74
ROBIN LAND COMPANY LLC	FREEDA RICHMOND	2335-000076-04	\$ 6.50
ROBIN LAND COMPANY LLC	FREEDA RICHMOND	2335-000076-04	\$ 6.50
ROBIN LAND COMPANY LLC	FREEDA RICHMOND	2335-000076-04	\$ 6.50
ROBIN LAND COMPANY LLC	FREEDA RICHMOND	2335-000076-04	\$ 6.50
ROBIN LAND COMPANY LLC	FREEDA RICHMOND	2335-000076-04	\$ 6.50
ROBIN LAND COMPANY LLC	BARBARA GAY MCCOMAS	2335-000076-05	\$ 2.16
ROBIN LAND COMPANY LLC	BARBARA GAY MCCOMAS	2335-000076-05	\$ 2.16
ROBIN LAND COMPANY LLC	BARBARA GAY MCCOMAS	2335-000076-05	\$ 2.16
ROBIN LAND COMPANY LLC	DORIS CHASE EDNA LITTLE &	2335-000076-06	\$ 6.50
ROBIN LAND COMPANY LLC	DORIS CHASE EDNA LITTLE &	2335-000076-06	\$ 6.50
ROBIN LAND COMPANY LLC	DORIS CHASE EDNA LITTLE &	2335-000076-06	\$ 6.50
ROBIN LAND COMPANY LLC	DORIS CHASE EDNA LITTLE &	2335-000076-06	\$ 6.50
ROBIN LAND COMPANY LLC	DORIS CHASE EDNA LITTLE &	2335-000076-06	\$ 6.50
ROBIN LAND COMPANY LLC	DORIS CHASE EDNA LITTLE &	2335-000076-06	\$ 6.50
ROBIN LAND COMPANY LLC	BARBARA GAY MCCOMAS	2335-000076-07	\$ 4.33
ROBIN LAND COMPANY LLC	BARBARA GAY MCCOMAS	2335-000076-07	\$ 4.33
ROBIN LAND COMPANY LLC	BARBARA GAY MCCOMAS	2335-000076-07	\$ 4.33
ROBIN LAND COMPANY LLC	SARAH R ADKINS	2335-000076-08	\$ 38.92
ROBIN LAND COMPANY LLC	SARAH R ADKINS	2335-000076-08	\$ 38.92

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	SARAH R ADKINS	2335-000076-08	\$ 38.92
ROBIN LAND COMPANY LLC	SARAH R ADKINS	2335-000076-08	\$ 38.92
ROBIN LAND COMPANY LLC	DONNA E. RICE LIVING TRUST	2335-000076-09	\$ 38.92
ROBIN LAND COMPANY LLC	BONITA LOIS ADKINS	2335-000076-10	\$ 0.81
ROBIN LAND COMPANY LLC	GLADYS M. HAID	2335-000076-10	\$ 6.51
ROBIN LAND COMPANY LLC	GLADYS M. HAID	2335-000076-10	\$ 6.51
ROBIN LAND COMPANY LLC	GLADYS M. HAID	2335-000076-10	\$ 6.51
ROBIN LAND COMPANY LLC	GLADYS M. HAID	2335-000076-10	\$ 6.51
ROBIN LAND COMPANY LLC	JUDITH ANN GILLENWATER	2335-000076-10	\$ 0.81
ROBIN LAND COMPANY LLC	MICHAEL DALE STUMP	2335-000076-10	\$ 0.81
ROBIN LAND COMPANY LLC	MICHAEL DALE STUMP	2335-000076-10	\$ 0.81
ROBIN LAND COMPANY LLC	MICHAEL DALE STUMP	2335-000076-10	\$ 0.81
ROBIN LAND COMPANY LLC	MICHAEL DALE STUMP	2335-000076-10	\$ 0.81
ROBIN LAND COMPANY LLC	PATRICIA L. ANDERSON	2335-000076-10	\$ 0.81
ROBIN LAND COMPANY LLC	PAULINE FAYE HACKWORTH	2335-000076-10	\$ 0.81
ROBIN LAND COMPANY LLC	PAULINE A. HOLSTEIN	2335-000076-10	\$ 6.51
ROBIN LAND COMPANY LLC	PAULINE A. HOLSTEIN	2335-000076-10	\$ 6.51
ROBIN LAND COMPANY LLC	PAULINE A. HOLSTEIN	2335-000076-10	\$ 6.51
ROBIN LAND COMPANY LLC	RITA SHARON WOODALL	2335-000076-10	\$ 0.81
ROBIN LAND COMPANY LLC	WALTER SCOTT STUMP	2335-000076-10	\$ 0.81
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000077-00	\$ 25.00
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000077-00	\$ 25.00
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000077-00	\$ 25.00
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000077-00	\$ 25.00

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	GARY P. ADKINS	2335-000078-00	\$ 2.29
ROBIN LAND COMPANY LLC	JAMES WASHINGTON	2335-000078-00	\$ 2.50
ROBIN LAND COMPANY LLC	JEANNE ELIZABETH WASHINGTON	2335-000078-00	\$ 2.50
ROBIN LAND COMPANY LLC	JEANNE ELIZABETH WASHINGTON	2335-000078-00	\$ 2.50
ROBIN LAND COMPANY LLC	JEANNE ELIZABETH WASHINGTON	2335-000078-00	\$ 2.50
ROBIN LAND COMPANY LLC	MARY HELEN CONTIOS	2335-000078-00	\$ 1.25
ROBIN LAND COMPANY LLC	MARY HELEN CONTIOS	2335-000078-00	\$ 1.25
ROBIN LAND COMPANY LLC	MARY HELEN CONTIOS	2335-000078-00	\$ 1.25
ROBIN LAND COMPANY LLC	MICHAEL G. ERSKINE	2335-000078-00	\$ 2.29
ROBIN LAND COMPANY LLC	REBECCA WILLIAMS	2335-000078-00	\$ 5.00
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000078-00	\$ 1.25
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000078-00	\$ 1.25
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000078-00	\$ 1.25
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000078-00	\$ 1.25
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000078-00	\$ 1.25
ROBIN LAND COMPANY LLC	STEPHEN HILBERT	2335-000078-00	\$ 1.25
ROBIN LAND COMPANY LLC	ANNA MAY MCCALLISTER	2335-000079-01	\$ 21.74
ROBIN LAND COMPANY LLC	ANNA MAY MCCALLISTER	2335-000079-01	\$ 21.74
ROBIN LAND COMPANY LLC	ANNA MAY MCCALLISTER	2335-000079-01	\$ 21.74
ROBIN LAND COMPANY LLC	ANNA MAY MCCALLISTER	2335-000079-01	\$ 21.74
ROBIN LAND COMPANY LLC	ANNA LOU MILLER	2335-000079-02	\$ 14.49
ROBIN LAND COMPANY LLC	ANNA LOU MILLER	2335-000079-02	\$ 14.49
ROBIN LAND COMPANY LLC	JO ANN MILLER	2335-000079-02	\$ 14.49
ROBIN LAND COMPANY LLC	JO ANN MILLER	2335-000079-02	\$ 14.49

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	JO ANN MILLER	2335-000079-02	\$ 14.49
ROBIN LAND COMPANY LLC	JO ANN MILLER	2335-000079-02	\$ 14.49
ROBIN LAND COMPANY LLC	JO ANN MILLER	2335-000079-02	\$ 14.49
ROBIN LAND COMPANY LLC	PINEA LINVILLE	2335-000079-02	\$ 14.49
ROBIN LAND COMPANY LLC	PINEA LINVILLE	2335-000079-02	\$ 14.49
ROBIN LAND COMPANY LLC	DONALD S. MAY	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	DONALD S. MAY	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	DONALD S. MAY	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	DONALD S. MAY	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	DONALD S. MAY	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	NOVA LILLIAN ADKINS	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	LARRY W MAY	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	LARRY W MAY	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	LARRY W MAY	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	LARRY W MAY	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	SHARON BALL & JEFFREY A BALL	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	SHARON BALL & JEFFREY A BALL	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	SHARON BALL & JEFFREY A BALL	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	RACHEL C MAY PAULEY	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	RACHEL C MAY PAULEY	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	RACHEL C MAY PAULEY	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	RACHEL C MAY PAULEY	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	RANDY G MAY	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	RANDY G MAY	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	RANDY G MAY	2335-000080-00	\$ 7.50

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	RANDY G MAY	2335-000080-00	\$ 7.50
ROBIN LAND COMPANY LLC	ARLENE HAYES	2335-000081-00	\$ 15.00
ROBIN LAND COMPANY LLC	ARLENE HAYES	2335-000081-00	\$ 15.00
ROBIN LAND COMPANY LLC	ARLENE HAYES	2335-000081-00	\$ 15.00
ROBIN LAND COMPANY LLC	DIANA L. KOWCHECK	2335-000081-00	\$ 3.75
ROBIN LAND COMPANY LLC	DIANA L. KOWCHECK	2335-000081-00	\$ 3.75
ROBIN LAND COMPANY LLC	DIANA L. KOWCHECK	2335-000081-00	\$ 3.75
ROBIN LAND COMPANY LLC	RUSSELL W HAYES	2335-000081-00	\$ 3.75
ROBIN LAND COMPANY LLC	RUSSELL W HAYES	2335-000081-00	\$ 3.75
ROBIN LAND COMPANY LLC	RUSSELL W HAYES	2335-000081-00	\$ 3.75
ROBIN LAND COMPANY LLC	RUSSELL W HAYES	2335-000081-00	\$ 3.75
ROBIN LAND COMPANY LLC	RUSSELL W HAYES	2335-000081-00	\$ 3.75
ROBIN LAND COMPANY LLC	THOMAS E HAYES	2335-000081-00	\$ 3.75
ROBIN LAND COMPANY LLC	THOMAS E HAYES	2335-000081-00	\$ 3.75
ROBIN LAND COMPANY LLC	THOMAS E HAYES	2335-000081-00	\$ 3.75
ROBIN LAND COMPANY LLC	THOMAS E HAYES	2335-000081-00	\$ 3.75
ROBIN LAND COMPANY LLC	EUNICE NIDA	2335-000081-01	\$ 1.00
ROBIN LAND COMPANY LLC	JENNINGS MILLER & PAULINE MILLER	2335-000081-01	\$ 1.00
ROBIN LAND COMPANY LLC	JENNINGS MILLER & PAULINE MILLER	2335-000081-01	\$ 1.00
ROBIN LAND COMPANY LLC	JENNINGS MILLER & PAULINE MILLER	2335-000081-01	\$ 1.00
ROBIN LAND COMPANY LLC	JANET NIDA	2335-000081-01	\$ 1.00
ROBIN LAND COMPANY LLC	JANET NIDA	2335-000081-01	\$ 1.00
ROBIN LAND COMPANY LLC	JANET NIDA	2335-000081-01	\$ 1.00
ROBIN LAND COMPANY LLC	JANET NIDA	2335-000081-01	\$ 1.00
ROBIN LAND COMPANY LLC	JANET NIDA	2335-000081-01	\$ 1.00

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	ORVILLE L ARNOLD &	2335-000081-01	\$ 1.00
ROBIN LAND COMPANY LLC	ORVILLE L ARNOLD &	2335-000081-01	\$ 1.00
ROBIN LAND COMPANY LLC	ORVILLE L ARNOLD &	2335-000081-01	\$ 1.00
ROBIN LAND COMPANY LLC	THOMAS MILLER & FRANCIS MILLER	2335-000081-01	\$ 1.00
ROBIN LAND COMPANY LLC	THOMAS MILLER & FRANCIS MILLER	2335-000081-01	\$ 1.00
ROBIN LAND COMPANY LLC	THOMAS MILLER & FRANCIS MILLER	2335-000081-01	\$ 1.00
ROBIN LAND COMPANY LLC	THOMAS MILLER & FRANCIS MILLER	2335-000081-01	\$ 1.00
ROBIN LAND COMPANY LLC	THOMAS MILLER & FRANCIS MILLER	2335-000081-01	\$ 1.00
ROBIN LAND COMPANY LLC	EVELYN MCCOLGAN & GEORGE REX	2335-000081-05	\$ 5.00
ROBIN LAND COMPANY LLC	EVELYN MCCOLGAN & GEORGE REX	2335-000081-05	\$ 5.00
ROBIN LAND COMPANY LLC	EVELYN MCCOLGAN & GEORGE REX	2335-000081-05	\$ 5.00
ROBIN LAND COMPANY LLC	DELORIS SCRAGG & PROCTOR SCRAGG	2335-000081-06	\$ 1.67
ROBIN LAND COMPANY LLC	DELORIS SCRAGG & PROCTOR SCRAGG	2335-000081-06	\$ 1.67
ROBIN LAND COMPANY LLC	DANNY STICKLER & LINDA STICKLER	2335-000081-07	\$ 1.67
ROBIN LAND COMPANY LLC	DANNY STICKLER & LINDA STICKLER	2335-000081-07	\$ 1.67
ROBIN LAND COMPANY LLC	DANNY STICKLER & LINDA STICKLER	2335-000081-07	\$ 1.67
ROBIN LAND COMPANY LLC	ARITA HOOSER	2335-000081-08	\$ 1.67
ROBIN LAND COMPANY LLC	ARITA HOOSER	2335-000081-08	\$ 1.67
ROBIN LAND COMPANY LLC	BRENDA JOYCE HUFFMAN	2335-000082-01	\$ 10.08
ROBIN LAND COMPANY LLC	BRENDA JOYCE HUFFMAN	2335-000082-01	\$ 10.08
ROBIN LAND COMPANY LLC	BRENDA JOYCE HUFFMAN	2335-000082-01	\$ 10.08
ROBIN LAND COMPANY LLC	BRENDA JOYCE HUFFMAN	2335-000082-01	\$ 10.08
ROBIN LAND COMPANY LLC	ALVIS JUSTICE JR	2335-000082-02	\$ 10.08
ROBIN LAND COMPANY LLC	ALVIS JUSTICE JR	2335-000082-02	\$ 10.08

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	ALVIS JUSTICE JR	2335-000082-02	\$ 10.08
ROBIN LAND COMPANY LLC	ALVIS JUSTICE JR	2335-000082-02	\$ 10.08
ROBIN LAND COMPANY LLC	BRENDA JOYCE HUFFMAN	2335-000083-01	\$ 5.83
ROBIN LAND COMPANY LLC	BRENDA JOYCE HUFFMAN	2335-000083-01	\$ 5.83
ROBIN LAND COMPANY LLC	BRENDA JOYCE HUFFMAN	2335-000083-01	\$ 5.83
ROBIN LAND COMPANY LLC	BRENDA JOYCE HUFFMAN	2335-000083-01	\$ 5.83
ROBIN LAND COMPANY LLC	ALVIS JUSTICE JR	2335-000083-02	\$ 5.83
ROBIN LAND COMPANY LLC	ALVIS JUSTICE JR	2335-000083-02	\$ 5.83
ROBIN LAND COMPANY LLC	ALVIS JUSTICE JR	2335-000083-02	\$ 5.83
ROBIN LAND COMPANY LLC	ALVIS JUSTICE JR	2335-000083-02	\$ 5.83
ROBIN LAND COMPANY LLC	ANTHONY JUSTICE	2335-000083-04	\$ 0.97
ROBIN LAND COMPANY LLC	ANTHONY JUSTICE	2335-000083-04	\$ 0.97
ROBIN LAND COMPANY LLC	ANTHONY JUSTICE	2335-000083-04	\$ 0.97
ROBIN LAND COMPANY LLC	ANTHONY JUSTICE	2335-000083-04	\$ 0.97
ROBIN LAND COMPANY LLC	ANTHONY JUSTICE	2335-000083-04	\$ 0.97
ROBIN LAND COMPANY LLC	ANTHONY JUSTICE	2335-000083-04	\$ 0.97
ROBIN LAND COMPANY LLC	KELVIN JUSTICE	2335-000083-04	\$ 0.97
ROBIN LAND COMPANY LLC	KELVIN JUSTICE	2335-000083-04	\$ 0.97
ROBIN LAND COMPANY LLC	KELVIN JUSTICE	2335-000083-04	\$ 0.97
ROBIN LAND COMPANY LLC	KELVIN JUSTICE	2335-000083-04	\$ 0.97
ROBIN LAND COMPANY LLC	KELVIN JUSTICE	2335-000083-04	\$ 0.97
ROBIN LAND COMPANY LLC	KELVIN JUSTICE	2335-000083-04	\$ 0.97
ROBIN LAND COMPANY LLC	EDWARD LEE JUSTICE	2335-000083-05	\$ 0.97
ROBIN LAND COMPANY LLC	EDWARD LEE JUSTICE	2335-000083-05	\$ 0.97

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	EDWARD LEE JUSTICE	2335-000083-05	\$ 0.97
ROBIN LAND COMPANY LLC	EDWARD LEE JUSTICE	2335-000083-05	\$ 0.97
ROBIN LAND COMPANY LLC	EDWARD LEE JUSTICE	2335-000083-05	\$ 0.97
ROBIN LAND COMPANY LLC	FRANK JUSTICE JR	2335-000083-05	\$ 0.97
ROBIN LAND COMPANY LLC	FRANK JUSTICE JR	2335-000083-05	\$ 0.97
ROBIN LAND COMPANY LLC	FRANK JUSTICE JR	2335-000083-05	\$ 0.97
ROBIN LAND COMPANY LLC	FRANK JUSTICE JR	2335-000083-05	\$ 0.97
ROBIN LAND COMPANY LLC	FRANK JUSTICE JR	2335-000083-05	\$ 0.97
ROBIN LAND COMPANY LLC	TONY JUSTICE	2335-000083-05	\$ 0.97
ROBIN LAND COMPANY LLC	TONY JUSTICE	2335-000083-05	\$ 0.97
ROBIN LAND COMPANY LLC	TONY JUSTICE	2335-000083-05	\$ 0.97
ROBIN LAND COMPANY LLC	TONY JUSTICE	2335-000083-05	\$ 0.97
ROBIN LAND COMPANY LLC	TONY JUSTICE	2335-000083-05	\$ 0.97
ROBIN LAND COMPANY LLC	TONY JUSTICE	2335-000083-05	\$ 0.97
ROBIN LAND COMPANY LLC	TONYA JUSTICE	2335-000083-05	\$ 0.97
ROBIN LAND COMPANY LLC	TONYA JUSTICE	2335-000083-05	\$ 0.97
ROBIN LAND COMPANY LLC	TONYA JUSTICE	2335-000083-05	\$ 0.97
ROBIN LAND COMPANY LLC	TONYA JUSTICE	2335-000083-05	\$ 0.97
ROBIN LAND COMPANY LLC	HARRY BOBBY THOMAS HORNER	2335-000085-00	\$ 49.00
ROBIN LAND COMPANY LLC	HARRY BOBBY THOMAS HORNER	2335-000085-00	\$ 49.00
ROBIN LAND COMPANY LLC	HARRY BOBBY THOMAS HORNER	2335-000085-00	\$ 49.00
ROBIN LAND COMPANY LLC	HARRY BOBBY THOMAS HORNER	2335-000085-00	\$ 49.00
ROBIN LAND COMPANY LLC	RUTH JANE MILLER	2335-000086-00	\$ 31.00
ROBIN LAND COMPANY LLC	RUTH JANE MILLER	2335-000086-00	\$ 31.00



COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	LAWRENCE E. COOK	2335-000087-00	\$ 14.00
ROBIN LAND COMPANY LLC	LAWRENCE E. COOK	2335-000087-00	\$ 14.00
ROBIN LAND COMPANY LLC	SHELIA D. COOK	2335-000087-00	\$ 14.00
ROBIN LAND COMPANY LLC	SHELIA D. COOK	2335-000087-00	\$ 14.00
ROBIN LAND COMPANY LLC	ANNA LOU MILLER	2335-000088-00	\$ 45.00
ROBIN LAND COMPANY LLC	LOLA THOMPSON GOETZ	2335-000089-00	\$ 23.90
ROBIN LAND COMPANY LLC	LOLA THOMPSON GOETZ	2335-000089-00	\$ 23.90
ROBIN LAND COMPANY LLC	LOLA THOMPSON GOETZ	2335-000089-00	\$ 23.90
ROBIN LAND COMPANY LLC	LOLA THOMPSON GOETZ	2335-000089-00	\$ 23.90
ROBIN LAND COMPANY LLC	LOLA THOMPSON GOETZ	2335-000089-00	\$ 23.90
ROBIN LAND COMPANY LLC	LOLA THOMPSON GOETZ	2335-000089-00	\$ 23.90
ROBIN LAND COMPANY LLC	LAVUE THOMPSON HAGER	2335-000089-00	\$ 23.90
ROBIN LAND COMPANY LLC	LAVUE THOMPSON HAGER	2335-000089-00	\$ 23.90
ROBIN LAND COMPANY LLC	ESTATE OF RUBY BILLUPS PAUGH	2335-000089-01	\$ 47.80
ROBIN LAND COMPANY LLC	ESTATE OF RUBY BILLUPS PAUGH	2335-000089-01	\$ 47.80
ROBIN LAND COMPANY LLC	ESTATE OF RUBY BILLUPS PAUGH	2335-000089-01	\$ 47.80
ROBIN LAND COMPANY LLC	ESTATE OF RUBY BILLUPS PAUGH	2335-000089-01	\$ 47.80
ROBIN LAND COMPANY LLC	ESTATE OF RUBY BILLUPS PAUGH	2335-000089-01	\$ 47.80
ROBIN LAND COMPANY LLC	DELORES BIAS	2335-000089-02	\$ 9.56
ROBIN LAND COMPANY LLC	DELORES BIAS	2335-000089-02	\$ 9.56
ROBIN LAND COMPANY LLC	DELORES BIAS	2335-000089-02	\$ 9.56
ROBIN LAND COMPANY LLC	DELORES BIAS	2335-000089-02	\$ 9.56
ROBIN LAND COMPANY LLC	DELORES BIAS	2335-000089-02	\$ 9.56
ROBIN LAND COMPANY LLC	LOLA THOMPSON GOETZ	2335-000090-00	\$ 32.00
ROBIN LAND COMPANY LLC	LOLA THOMPSON GOETZ	2335-000090-00	\$ 32.00

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	LOLA THOMPSON GOETZ	2335-000090-00	\$ 32.00
ROBIN LAND COMPANY LLC	LOLA THOMPSON GOETZ	2335-000090-00	\$ 32.00
ROBIN LAND COMPANY LLC	LOLA THOMPSON GOETZ	2335-000090-00	\$ 32.00
ROBIN LAND COMPANY LLC	LOLA THOMPSON GOETZ	2335-000090-00	\$ 32.00
ROBIN LAND COMPANY LLC	ESTATE OF RUBY BILLUPS PAUGH	2335-000091-00	\$ 10.00
ROBIN LAND COMPANY LLC	ESTATE OF RUBY BILLUPS PAUGH	2335-000091-00	\$ 10.00
ROBIN LAND COMPANY LLC	ESTATE OF RUBY BILLUPS PAUGH	2335-000091-00	\$ 10.00
ROBIN LAND COMPANY LLC	ESTATE OF RUBY BILLUPS PAUGH	2335-000091-00	\$ 10.00
ROBIN LAND COMPANY LLC	ESTATE OF RUBY BILLUPS PAUGH	2335-000091-00	\$ 10.00
ROBIN LAND COMPANY LLC	CHARLES M. BYRNSIDE	2335-000092-00	\$ 33.34
ROBIN LAND COMPANY LLC	CHARLES M. BYRNSIDE	2335-000092-00	\$ 33.34
ROBIN LAND COMPANY LLC	CHARLES M. BYRNSIDE	2335-000092-01	\$ 16.67
ROBIN LAND COMPANY LLC	CHARLES M. BYRNSIDE	2335-000092-01	\$ 16.67
ROBIN LAND COMPANY LLC	JANET ADAMS	2335-000093-00	\$ 4.90
ROBIN LAND COMPANY LLC	BELINDA J. DAVIDS	2335-000093-01	\$ 1.64
ROBIN LAND COMPANY LLC	FRANK MCNEELY & BETTY MCNEELY	2335-000093-01	\$ 4.91
ROBIN LAND COMPANY LLC	JACQUELINE F. JOHNSON	2335-000093-01	\$ 1.64
ROBIN LAND COMPANY LLC	JACQUELINE F. JOHNSON	2335-000093-01	\$ 1.64
ROBIN LAND COMPANY LLC	JACQUELINE F. JOHNSON	2335-000093-01	\$ 1.64
ROBIN LAND COMPANY LLC	JACQUELINE F. JOHNSON	2335-000093-01	\$ 1.64
ROBIN LAND COMPANY LLC	MARVIN FRANK JOHNSON	2335-000093-01	\$ 1.64
ROBIN LAND COMPANY LLC	MARVIN FRANK JOHNSON	2335-000093-01	\$ 1.64
ROBIN LAND COMPANY LLC	MARVIN FRANK JOHNSON	2335-000093-01	\$ 1.64
ROBIN LAND COMPANY LLC	MARVIN FRANK JOHNSON	2335-000093-01	\$ 1.64

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	MARVIN FRANK JOHNSON	2335-000093-01	\$ 1.64
ROBIN LAND COMPANY LLC	MARVIN FRANK JOHNSON	2335-000093-01	\$ 1.64
ROBIN LAND COMPANY LLC	BETTY STEPHENSON	2335-000093-02	\$ 2.45
ROBIN LAND COMPANY LLC	BARBARA MCGIRR	2335-000093-02	\$ 2.45
ROBIN LAND COMPANY LLC	CHARLES L NORTH JR	2335-000093-02	\$ 2.45
ROBIN LAND COMPANY LLC	LINDA MAINS	2335-000093-02	\$ 2.45
ROBIN LAND COMPANY LLC	LINDA MAINS	2335-000093-02	\$ 2.45
ROBIN LAND COMPANY LLC	NORMA JUSTICE	2335-000093-03	\$ 7.75
ROBIN LAND COMPANY LLC	NORMA JUSTICE	2335-000093-03	\$ 7.75
ROBIN LAND COMPANY LLC	NORMA JUSTICE	2335-000093-03	\$ 7.75
ROBIN LAND COMPANY LLC	ELOUISE R CLARK	2335-000093-06	\$ 9.81
ROBIN LAND COMPANY LLC	ESTATE OF JULIAN HILL	2335-000094-00	\$ 1.00
ROBIN LAND COMPANY LLC	ESTATE OF JULIAN HILL	2335-000094-00	\$ 1.00
ROBIN LAND COMPANY LLC	ESTATE OF JULIAN HILL	2335-000094-00	\$ 1.00
ROBIN LAND COMPANY LLC	ESTATE OF JULIAN HILL	2335-000094-00	\$ 1.00
ROBIN LAND COMPANY LLC	ESTATE OF JULIAN HILL	2335-000094-00	\$ 1.00
ROBIN LAND COMPANY LLC	ESTATE OF JULIAN HILL	2335-000094-00	\$ 1.00
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000094-00	\$ 66.00
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000094-00	\$ 66.00
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000094-00	\$ 66.00
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000094-00	\$ 66.00
ROBIN LAND COMPANY LLC	IRA E. HILL	2335-000094-00	\$ 66.00
ROBIN LAND COMPANY LLC	BETTY HOLESTIN	2335-000096-00	\$ 59.00
ROBIN LAND COMPANY LLC	ELLERY E GRIFFITH	2335-000096-01	\$ 19.67
ROBIN LAND COMPANY LLC	WILLIMET GRIFFITH	2335-000096-01	\$ 19.67

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	WILLIMET GRIFFITH	2335-000096-01	\$ 19.67
ROBIN LAND COMPANY LLC	WILLIMET GRIFFITH	2335-000096-01	\$ 19.67
ROBIN LAND COMPANY LLC	WILLIMET GRIFFITH	2335-000096-01	\$ 19.67
ROBIN LAND COMPANY LLC	GLENDON GALE GRIFFITH	2335-000096-03	\$ 19.67
ROBIN LAND COMPANY LLC	GLENDON GALE GRIFFITH	2335-000096-03	\$ 19.67
ROBIN LAND COMPANY LLC	GLENDON GALE GRIFFITH	2335-000096-03	\$ 19.67
ROBIN LAND COMPANY LLC	GLENDON GALE GRIFFITH	2335-000096-03	\$ 19.67
ROBIN LAND COMPANY LLC	JAMES L. PHIPPS	2335-000101-02	\$ 170.00
ROBIN LAND COMPANY LLC	RUTH PHIPPS LONGWELL	2335-000101-03	\$ 170.00
ROBIN LAND COMPANY LLC	RUTH PHIPPS LONGWELL	2335-000101-03	\$ 170.00
ROBIN LAND COMPANY LLC	RUTH PHIPPS LONGWELL	2335-000101-03	\$ 170.00
ROBIN LAND COMPANY LLC	JAMES L. PHIPPS	2335-000102-02	\$ 80.00
ROBIN LAND COMPANY LLC	RUTH PHIPPS LONGWELL	2335-000102-03	\$ 80.00
ROBIN LAND COMPANY LLC	RUTH PHIPPS LONGWELL	2335-000102-03	\$ 80.00
ROBIN LAND COMPANY LLC	RUTH PHIPPS LONGWELL	2335-000102-03	\$ 80.00
ROBIN LAND COMPANY LLC	BONITA LOIS ADKINS	2335-000103-00	\$ 86.67
ROBIN LAND COMPANY LLC	MICHAEL A HALE	2335-000103-00	\$ 520.00
ROBIN LAND COMPANY LLC	CLINE ADKINS	2335-000103-00	\$ 260.00
ROBIN LAND COMPANY LLC	CLINE ADKINS	2335-000103-00	\$ 260.00
ROBIN LAND COMPANY LLC	CLINE ADKINS	2335-000103-00	\$ 260.00
ROBIN LAND COMPANY LLC	CLINE ADKINS	2335-000103-00	\$ 260.00
ROBIN LAND COMPANY LLC	JUDITH ANN GILLENWATER	2335-000103-00	\$ 28.89
ROBIN LAND COMPANY LLC	MICHAEL DALE STUMP	2335-000103-00	\$ 28.88
ROBIN LAND COMPANY LLC	MICHAEL DALE STUMP	2335-000103-00	\$ 28.88

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	MICHAEL DALE STUMP	2335-000103-00	\$ 28.88
ROBIN LAND COMPANY LLC	MICHAEL DALE STUMP	2335-000103-00	\$ 28.88
ROBIN LAND COMPANY LLC	LARRY G. ADKINS	2335-000103-00	\$ 130.00
ROBIN LAND COMPANY LLC	LARRY G. ADKINS	2335-000103-00	\$ 130.00
ROBIN LAND COMPANY LLC	PATRICIA L. ANDERSON	2335-000103-00	\$ 86.67
ROBIN LAND COMPANY LLC	PAULINE FAYE HACKWORTH	2335-000103-00	\$ 86.67
ROBIN LAND COMPANY LLC	RITA SHARON WOODALL	2335-000103-00	\$ 86.67
ROBIN LAND COMPANY LLC	TERESA ANN PAULEY	2335-000103-00	\$ 130.00
ROBIN LAND COMPANY LLC	WALTER SCOTT STUMP	2335-000103-00	\$ 28.88
ROBIN LAND COMPANY LLC	BARBARA PAYNE & RAYMOND PAYNE	2335-000104-00	\$ 75.00
ROBIN LAND COMPANY LLC	BARBARA PAYNE & RAYMOND PAYNE	2335-000104-00	\$ 75.00
ROBIN LAND COMPANY LLC	BARBARA PAYNE & RAYMOND PAYNE	2335-000104-00	\$ 75.00
ROBIN LAND COMPANY LLC	BARBARA PAYNE & RAYMOND PAYNE	2335-000104-00	\$ 75.00
ROBIN LAND COMPANY LLC	BARBARA PAYNE & RAYMOND PAYNE	2335-000104-00	\$ 75.00
ROBIN LAND COMPANY LLC	JOSEPH J. GRIFFITH	2335-000107-00	\$ 85.20
ROBIN LAND COMPANY LLC	DORSEL STOWERS & CORENA STOWERS	2335-000108-00	\$ 837.00
ROBIN LAND COMPANY LLC	JACKIE COOPER DBA	2335-000108-00	\$ 500.00
ROBIN LAND COMPANY LLC	STOWERS LAND HOLDINGS	2335-000108-00	\$ 837.00
ROBIN LAND COMPANY LLC	RON D STOLLINGS	2335-000109-00	\$ 393.00
ROBIN LAND COMPANY LLC	EVERMENT & BEULAH DOTSON	2335-000110-00	\$ 150.00
ROBIN LAND COMPANY LLC	EVERMENT & BEULAH DOTSON	2335-000110-00	\$ 150.00
ROBIN LAND COMPANY LLC	EVERMENT & BEULAH DOTSON	2335-000110-00	\$ 150.00
ROBIN LAND COMPANY LLC	EVERMENT & BEULAH DOTSON	2335-000110-00	\$ 150.00
ROBIN LAND COMPANY LLC	EVERMENT & BEULAH DOTSON	2335-000110-00	\$ 150.00

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	DONALD W & PATRICIA K EASTER	2335-000110-00	\$ 507.10
ROBIN LAND COMPANY LLC	DONALD W & PATRICIA K EASTER	2335-000110-00	\$ 507.10
ROBIN LAND COMPANY LLC	BILLIE ANN TULLEY	2335-000112-00	\$ 75.00
ROBIN LAND COMPANY LLC	MARK TULLEY	2335-000112-00	\$ 75.00
ROBIN LAND COMPANY LLC	MARK TULLEY	2335-000112-00	\$ 75.00
ROBIN LAND COMPANY LLC	EMMA D TULLEY	2335-000112-01	\$ 150.00
ROBIN LAND COMPANY LLC	PATRICIA K EASTER	2335-000114-00	\$ 100.00
ROBIN LAND COMPANY LLC	RUTH BROWNING	2335-000116-00	\$ 43.68
ROBIN LAND COMPANY LLC	RUTH BROWNING	2335-000116-01	\$ 17.72
ROBIN LAND COMPANY LLC	RUTH BROWNING	2335-000116-01	\$ 17.72
ROBIN LAND COMPANY LLC	RUTH BROWNING	2335-000116-01	\$ 17.72
ROBIN LAND COMPANY LLC	RUTH BROWNING	2335-000116-01	\$ 17.72
ROBIN LAND COMPANY LLC	RUTH BROWNING	2335-000116-01	\$ 17.72
ROBIN LAND COMPANY LLC	RUTH BROWNING	2335-000116-01	\$ 17.72
ROBIN LAND COMPANY LLC	RUTH BROWNING	2335-000116-01	\$ 17.72
ROBIN LAND COMPANY LLC	EDWARD T LOVEJOY	2335-000121-00	\$ 46.88
ROBIN LAND COMPANY LLC	ELGIE E LOVEJOY	2335-000121-00	\$ 46.88
ROBIN LAND COMPANY LLC	ELGIE E LOVEJOY	2335-000121-00	\$ 46.88
ROBIN LAND COMPANY LLC	LILLIAN V ADKINS	2335-000121-00	\$ 46.88
ROBIN LAND COMPANY LLC	LILLIAN V ADKINS	2335-000121-00	\$ 46.88
ROBIN LAND COMPANY LLC	MARCELLA G STOWERS	2335-000121-00	\$ 46.88
ROBIN LAND COMPANY LLC	PATRICIA E HENSLEY	2335-000121-00	\$ 46.88
ROBIN LAND COMPANY LLC	ORVILLE A LOVEJOY	2335-000121-00	\$ 46.88
ROBIN LAND COMPANY LLC	PAUL F LOVEJOY	2335-000121-00	\$ 46.88
ROBIN LAND COMPANY LLC	PHILLIP R LOVEJOY	2335-000121-00	\$ 15.63

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	PHILLIP R LOVEJOY	2335-000121-00	\$ 15.63
ROBIN LAND COMPANY LLC	PHILLIP R LOVEJOY	2335-000121-00	\$ 15.63
ROBIN LAND COMPANY LLC	PHILLIP R LOVEJOY	2335-000121-00	\$ 15.63
ROBIN LAND COMPANY LLC	PHILLIP R LOVEJOY	2335-000121-00	\$ 15.63
ROBIN LAND COMPANY LLC	PHILLIP R LOVEJOY	2335-000121-00	\$ 15.63
ROBIN LAND COMPANY LLC	SCOTT D LOVEJOY	2335-000121-00	\$ 15.63
ROBIN LAND COMPANY LLC	TAMMY F LOVEJOY	2335-000121-00	\$ 15.63
ROBIN LAND COMPANY LLC	TAMMY F LOVEJOY	2335-000121-00	\$ 15.63
ROBIN LAND COMPANY LLC	TAMMY F LOVEJOY	2335-000121-00	\$ 15.63
ROBIN LAND COMPANY LLC	TAMMY F LOVEJOY	2335-000121-00	\$ 15.63
ROBIN LAND COMPANY LLC	TAMMY F LOVEJOY	2335-000121-00	\$ 15.63
ROBIN LAND COMPANY LLC	TAMMY F LOVEJOY	2335-000121-00	\$ 15.63
ROBIN LAND COMPANY LLC	TAMMY F LOVEJOY	2335-000121-00	\$ 15.63
ROBIN LAND COMPANY LLC	EDWARD T LOVEJOY	2335-000121-01	\$ 3.13
ROBIN LAND COMPANY LLC	ELGIE E LOVEJOY	2335-000121-01	\$ 3.13
ROBIN LAND COMPANY LLC	ELGIE E LOVEJOY	2335-000121-01	\$ 3.13
ROBIN LAND COMPANY LLC	LILLIAN V ADKINS	2335-000121-01	\$ 3.13
ROBIN LAND COMPANY LLC	LILLIAN V ADKINS	2335-000121-01	\$ 3.13
ROBIN LAND COMPANY LLC	MARCELLA G STOWERS	2335-000121-01	\$ 3.13
ROBIN LAND COMPANY LLC	PATRICIA E HENSLEY	2335-000121-01	\$ 3.13
ROBIN LAND COMPANY LLC	ORVILLE A LOVEJOY	2335-000121-01	\$ 3.13
ROBIN LAND COMPANY LLC	PAUL F LOVEJOY	2335-000121-01	\$ 3.13
ROBIN LAND COMPANY LLC	PHILLIP R LOVEJOY	2335-000121-01	\$ 1.04
ROBIN LAND COMPANY LLC	PHILLIP R LOVEJOY	2335-000121-01	\$ 1.04

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	PHILLIP R LOVEJOY	2335-000121-01	\$ 1.04
ROBIN LAND COMPANY LLC	PHILLIP R LOVEJOY	2335-000121-01	\$ 1.04
ROBIN LAND COMPANY LLC	PHILLIP R LOVEJOY	2335-000121-01	\$ 1.04
ROBIN LAND COMPANY LLC	PHILLIP R LOVEJOY	2335-000121-01	\$ 1.04
ROBIN LAND COMPANY LLC	SCOTT D LOVEJOY	2335-000121-01	\$ 1.04
ROBIN LAND COMPANY LLC	TAMMY F LOVEJOY	2335-000121-01	\$ 1.04
ROBIN LAND COMPANY LLC	TAMMY F LOVEJOY	2335-000121-01	\$ 1.04
ROBIN LAND COMPANY LLC	TAMMY F LOVEJOY	2335-000121-01	\$ 1.04
ROBIN LAND COMPANY LLC	TAMMY F LOVEJOY	2335-000121-01	\$ 1.04
ROBIN LAND COMPANY LLC	TAMMY F LOVEJOY	2335-000121-01	\$ 1.04
ROBIN LAND COMPANY LLC	TAMMY F LOVEJOY	2335-000121-01	\$ 1.04
ROBIN LAND COMPANY LLC	TAMMY F LOVEJOY	2335-000121-01	\$ 1.04
ROBIN LAND COMPANY LLC	TAMMY F LOVEJOY	2335-000121-01	\$ 1.04
ROBIN LAND COMPANY LLC	MOXIE JANE RYAN	2335-000122-00	\$ 150.00
ROBIN LAND COMPANY LLC	MOXIE JANE RYAN	2335-000122-00	\$ 150.00
ROBIN LAND COMPANY LLC	MOXIE JANE RYAN	2335-000122-00	\$ 150.00
ROBIN LAND COMPANY LLC	MOXIE JANE RYAN	2335-000122-00	\$ 150.00
ROBIN LAND COMPANY LLC	MOXIE JANE RYAN	2335-000122-00	\$ 150.00
ROBIN LAND COMPANY LLC	BETTY C MILLER & KELLY CLARK	2335-000126-00	\$ 266.55
ROBIN LAND COMPANY LLC	JAMES A LIVELY	2335-000127-00	\$ 16.68
ROBIN LAND COMPANY LLC	LARRY LIVELY	2335-000127-00	\$ 16.68
ROBIN LAND COMPANY LLC	RALYN MOORE	2335-000127-00	\$ 16.68
ROBIN LAND COMPANY LLC	LARRY LIVELY	2335-000128-00	\$ 47.78
ROBIN LAND COMPANY LLC	RALYN MOORE	2335-000128-00	\$ 47.78
ROBIN LAND COMPANY LLC	DENNIE E LONG JR	2335-000130-00	\$ 65.00



COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	DENNIE E LONG JR	2335-000130-00	\$ 65.00
ROBIN LAND COMPANY LLC	WILBERT O MCCLURE JR & NELLIE	2335-000132-01	\$ 37.17
ROBIN LAND COMPANY LLC	WILBERT O MCCLURE JR & NELLIE	2335-000132-01	\$ 37.17
ROBIN LAND COMPANY LLC	WILBERT O MCCLURE JR & NELLIE	2335-000132-01	\$ 37.17
ROBIN LAND COMPANY LLC	WILBERT O MCCLURE JR & NELLIE	2335-000132-01	\$ 37.17
ROBIN LAND COMPANY LLC	WILBERT O MCCLURE JR & NELLIE	2335-000132-01	\$ 37.17
ROBIN LAND COMPANY LLC	WILBERT O MCCLURE JR & NELLIE	2335-000132-01	\$ 37.17
ROBIN LAND COMPANY LLC	ANN LOUISE BYRD	2335-000132-05	\$ 9.47
ROBIN LAND COMPANY LLC	BILLY DALE ROBERTS	2335-000132-05	\$ 5.92
ROBIN LAND COMPANY LLC	BILLY DALE ROBERTS	2335-000132-05	\$ 5.92
ROBIN LAND COMPANY LLC	BILLY DALE ROBERTS	2335-000132-05	\$ 5.92
ROBIN LAND COMPANY LLC	BILLY DALE ROBERTS	2335-000132-05	\$ 5.92
ROBIN LAND COMPANY LLC	BILLY DALE ROBERTS	2335-000132-05	\$ 5.92
ROBIN LAND COMPANY LLC	CINDY J. SAUL	2335-000132-05	\$ 15.78
ROBIN LAND COMPANY LLC	EDWARD LEE HANNA	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	EDWARD LEE HANNA	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	CECIL WORTH HANNA JR	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	JANET HODGES	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	JANET HODGES	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	JANET HODGES	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	JANET HODGES	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	JANET HODGES	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	LOLA V HICKS	2335-000132-05	\$ 47.33
ROBIN LAND COMPANY LLC	LOLA V HICKS	2335-000132-05	\$ 47.33

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	LOLA V HICKS	2335-000132-05	\$ 47.33
ROBIN LAND COMPANY LLC	LOLA V HICKS	2335-000132-05	\$ 47.33
ROBIN LAND COMPANY LLC	LOLA V HICKS	2335-000132-05	\$ 47.33
ROBIN LAND COMPANY LLC	LOLA V HICKS	2335-000132-05	\$ 47.33
ROBIN LAND COMPANY LLC	LOLA V HICKS	2335-000132-05	\$ 47.33
ROBIN LAND COMPANY LLC	LORRAINE ROBERTS	2335-000132-05	\$ 5.92
ROBIN LAND COMPANY LLC	LORRAINE ROBERTS	2335-000132-05	\$ 5.92
ROBIN LAND COMPANY LLC	LORRAINE ROBERTS	2335-000132-05	\$ 5.92
ROBIN LAND COMPANY LLC	LORRAINE ROBERTS	2335-000132-05	\$ 5.92
ROBIN LAND COMPANY LLC	LORRAINE ROBERTS	2335-000132-05	\$ 5.92
ROBIN LAND COMPANY LLC	LORRAINE ROBERTS	2335-000132-05	\$ 5.92
ROBIN LAND COMPANY LLC	MICHAEL DAVID HANNA	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	NANCY GYORKO	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	NANCY GYORKO	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	NANCY GYORKO	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	NANCY GYORKO	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	NANCY GYORKO	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	NANCY GYORKO	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	PATSY FRAZIER	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	PATSY FRAZIER	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	PATSY FRAZIER	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	PATSY FRAZIER	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	PATSY FRAZIER	2335-000132-05	\$ 1.48
ROBIN LAND COMPANY LLC	MARGARET BREEDLOVE	2335-000132-05	\$ 59.16
ROBIN LAND COMPANY LLC	MARGARET BREEDLOVE	2335-000132-05	\$ 59.16
ROBIN LAND COMPANY LLC	MARGARET BREEDLOVE	2335-000132-05	\$ 59.16

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	ROGER JONES	2335-000132-05	\$ 23.67
ROBIN LAND COMPANY LLC	ROGER JONES	2335-000132-05	\$ 23.67
ROBIN LAND COMPANY LLC	ROGER JONES	2335-000132-05	\$ 23.67
ROBIN LAND COMPANY LLC	ROGER JONES	2335-000132-05	\$ 23.67
ROBIN LAND COMPANY LLC	ROGER JONES	2335-000132-05	\$ 23.67
ROBIN LAND COMPANY LLC	ROGER JONES	2335-000132-05	\$ 23.67
ROBIN LAND COMPANY LLC	CHARLES E MCCLURE & ABIGAIL	2335-000132-06	\$ 62.50
ROBIN LAND COMPANY LLC	CARL MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	CARL MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	CARL MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	CARL MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	CARL MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	DARYL MCCLURE	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	DARYL MCCLURE	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	DARYL MCCLURE	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	DARYL MCCLURE	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	DARYL MCCLURE	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	DARYL MCCLURE	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	CHRISTINE GROSS	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	CHRISTINE GROSS	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	CHRISTINE GROSS	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	CHRISTINE GROSS	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	CHRISTINE GROSS	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	CHRISTINE GROSS	2335-000132-06	\$ 0.40

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	CHRISTINE GROSS	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	CHERYL MAY	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	CHERYL MAY	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	CHERYL MAY	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	CHERYL MAY	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	CHERYL MAY	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	GARY MCCLURE	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	GARY MCCLURE	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	GARY MCCLURE	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	GARY MCCLURE	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	GARY MCCLURE	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	GARY MCCLURE	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	LOIS LARUE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	LOIS LARUE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	LOIS LARUE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	MERVIL G. MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	MERVIL G. MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	MERVIL G. MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	MERVIL G. MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	MERVIL G. MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	MERVIL G. MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	MERVIL G. MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	MERVIL G. MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	SARAH CARTHRAE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	SARAH CARTHRAE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	SARAH CARTHRAE	2335-000132-06	\$ 1.97

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	REX MCCLURE	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	REX MCCLURE	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	REX MCCLURE	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	REX MCCLURE	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	REX MCCLURE	2335-000132-06	\$ 0.40
ROBIN LAND COMPANY LLC	VICTOR MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	VICTOR MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	VICTOR MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	VICTOR MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	VICTOR MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	VICTOR MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	VICTOR MCCLURE	2335-000132-06	\$ 1.97
ROBIN LAND COMPANY LLC	BILLY DALE ROBERTS	2335-000132-07	\$ 5.92
ROBIN LAND COMPANY LLC	BILLY DALE ROBERTS	2335-000132-07	\$ 5.92
ROBIN LAND COMPANY LLC	BILLY DALE ROBERTS	2335-000132-07	\$ 5.92
ROBIN LAND COMPANY LLC	BILLY DALE ROBERTS	2335-000132-07	\$ 5.92
ROBIN LAND COMPANY LLC	EDWARD LEE HANNA	2335-000132-07	\$ 1.48
ROBIN LAND COMPANY LLC	CECIL WORTH HANNA JR	2335-000132-07	\$ 1.48
ROBIN LAND COMPANY LLC	JANET HODGES	2335-000132-07	\$ 1.48
ROBIN LAND COMPANY LLC	JANET HODGES	2335-000132-07	\$ 1.48
ROBIN LAND COMPANY LLC	JANET HODGES	2335-000132-07	\$ 1.48
ROBIN LAND COMPANY LLC	JANET HODGES	2335-000132-07	\$ 1.48
ROBIN LAND COMPANY LLC	LORRAINE ROBERTS	2335-000132-07	\$ 5.92
ROBIN LAND COMPANY LLC	LORRAINE ROBERTS	2335-000132-07	\$ 5.92
ROBIN LAND COMPANY LLC	LORRAINE ROBERTS	2335-000132-07	\$ 5.92

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	LORRAINE ROBERTS	2335-000132-07	\$ 5.92
ROBIN LAND COMPANY LLC	MARLENE ANN HARRIS	2335-000132-07	\$ 1.48
ROBIN LAND COMPANY LLC	MICHAEL DAVID HANNA	2335-000132-07	\$ 1.48
ROBIN LAND COMPANY LLC	NANCY GYORKO	2335-000132-07	\$ 1.48
ROBIN LAND COMPANY LLC	NANCY GYORKO	2335-000132-07	\$ 1.48
ROBIN LAND COMPANY LLC	NANCY GYORKO	2335-000132-07	\$ 1.48
ROBIN LAND COMPANY LLC	NANCY GYORKO	2335-000132-07	\$ 1.48
ROBIN LAND COMPANY LLC	PATSY FRAZIER	2335-000132-07	\$ 1.48
ROBIN LAND COMPANY LLC	PATSY FRAZIER	2335-000132-07	\$ 1.48
ROBIN LAND COMPANY LLC	PATSY FRAZIER	2335-000132-07	\$ 1.48
ROBIN LAND COMPANY LLC	PATSY FRAZIER	2335-000132-07	\$ 1.48
ROBIN LAND COMPANY LLC	PATSY FRAZIER	2335-000132-07	\$ 1.48
ROBIN LAND COMPANY LLC	ANNA GRACE HUDSON & CHARLEY	2335-000132-08	\$ 2.37
ROBIN LAND COMPANY LLC	CLEON BREEDLOVE & BROOKIE	2335-000132-08	\$ 7.10
ROBIN LAND COMPANY LLC	CLEON BREEDLOVE & BROOKIE	2335-000132-08	\$ 7.10
ROBIN LAND COMPANY LLC	CLEON BREEDLOVE & BROOKIE	2335-000132-08	\$ 7.10
ROBIN LAND COMPANY LLC	CLEON BREEDLOVE & BROOKIE	2335-000132-08	\$ 7.10
ROBIN LAND COMPANY LLC	CATHERINE BREEDLOVE	2335-000132-08	\$ 7.10
ROBIN LAND COMPANY LLC	CATHERINE BREEDLOVE	2335-000132-08	\$ 7.10
ROBIN LAND COMPANY LLC	CATHERINE BREEDLOVE	2335-000132-08	\$ 7.10
ROBIN LAND COMPANY LLC	CATHERINE BREEDLOVE	2335-000132-08	\$ 7.10
ROBIN LAND COMPANY LLC	GLENNIS MCCLURE	2335-000132-08	\$ 2.37
ROBIN LAND COMPANY LLC	HAROLD E MILLER	2335-000132-08	\$ 3.55
ROBIN LAND COMPANY LLC	HAROLD E MILLER	2335-000132-08	\$ 3.55

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	HAROLD E MILLER	2335-000132-08	\$ 3.55
ROBIN LAND COMPANY LLC	HAROLD E MILLER	2335-000132-08	\$ 3.55
ROBIN LAND COMPANY LLC	HAROLD E MILLER	2335-000132-08	\$ 3.55
ROBIN LAND COMPANY LLC	HAROLD E MILLER	2335-000132-08	\$ 3.55
ROBIN LAND COMPANY LLC	JEWELL E ASBURY	2335-000132-08	\$ 2.37
ROBIN LAND COMPANY LLC	JEWELL E ASBURY	2335-000132-08	\$ 2.37
ROBIN LAND COMPANY LLC	JEWELL E ASBURY	2335-000132-08	\$ 2.37
ROBIN LAND COMPANY LLC	JEWELL E ASBURY	2335-000132-08	\$ 2.37
ROBIN LAND COMPANY LLC	LARRY D. MILLER	2335-000132-08	\$ 3.55
ROBIN LAND COMPANY LLC	LARRY D. MILLER	2335-000132-08	\$ 3.55
ROBIN LAND COMPANY LLC	LARRY D. MILLER	2335-000132-08	\$ 3.55
ROBIN LAND COMPANY LLC	LARRY D. MILLER	2335-000132-08	\$ 3.55
ROBIN LAND COMPANY LLC	LARRY D. MILLER	2335-000132-08	\$ 3.55
ROBIN LAND COMPANY LLC	ROBERT A. BREEDLOVE	2335-000132-08	\$ 7.10
ROBIN LAND COMPANY LLC	ROBERT A. BREEDLOVE	2335-000132-08	\$ 7.10
ROBIN LAND COMPANY LLC	ROBERT A. BREEDLOVE	2335-000132-08	\$ 7.10
ROBIN LAND COMPANY LLC	ROBERT A. BREEDLOVE	2335-000132-08	\$ 7.10
ROBIN LAND COMPANY LLC	CHARLES E MCCLURE & ABIGAIL	2335-000132-09	\$ 20.83
ROBIN LAND COMPANY LLC	JANICE BRACKENBURY	2335-000132-09	\$ 3.94
ROBIN LAND COMPANY LLC	JANICE BRACKENBURY	2335-000132-09	\$ 3.94
ROBIN LAND COMPANY LLC	JANICE BRACKENBURY	2335-000132-09	\$ 3.94
ROBIN LAND COMPANY LLC	JANICE BRACKENBURY	2335-000132-09	\$ 3.94
ROBIN LAND COMPANY LLC	JOSEPH E. HENSON	2335-000132-10	\$ 1.02
ROBIN LAND COMPANY LLC	PAUL D. BREEDLOVE	2335-000132-10	\$ 1.02

<b>COMPANY</b>	<b>VENDOR NAME</b>	<b>Contract Number</b>	<b>INV AMOUNT</b>
ROBIN LAND COMPANY LLC	PAUL D. BREEDLOVE	2335-000132-10	\$ 1.02
ROBIN LAND COMPANY LLC	PAUL D. BREEDLOVE	2335-000132-10	\$ 1.02
ROBIN LAND COMPANY LLC	PAUL D. BREEDLOVE	2335-000132-10	\$ 1.02
ROBIN LAND COMPANY LLC	RALPH BREEDLOVE	2335-000132-10	\$ 1.02
ROBIN LAND COMPANY LLC	RALPH BREEDLOVE	2335-000132-10	\$ 1.02
ROBIN LAND COMPANY LLC	RALPH BREEDLOVE	2335-000132-10	\$ 1.02
ROBIN LAND COMPANY LLC	RALPH BREEDLOVE	2335-000132-10	\$ 1.02
ROBIN LAND COMPANY LLC	WILLIAM A. BREEDLOVE	2335-000132-10	\$ 1.02
ROBIN LAND COMPANY LLC	WILLIAM A. BREEDLOVE	2335-000132-10	\$ 1.02
ROBIN LAND COMPANY LLC	WILLIAM A. BREEDLOVE	2335-000132-10	\$ 1.02
ROBIN LAND COMPANY LLC	WILLIAM A. BREEDLOVE	2335-000132-10	\$ 1.02
ROBIN LAND COMPANY LLC	DANIEL W BREEDLOVE	2335-000132-11	\$ 1.78
ROBIN LAND COMPANY LLC	DANIEL W BREEDLOVE	2335-000132-11	\$ 1.78
ROBIN LAND COMPANY LLC	DANIEL W BREEDLOVE	2335-000132-11	\$ 1.78
ROBIN LAND COMPANY LLC	DANIEL W BREEDLOVE	2335-000132-11	\$ 1.78
ROBIN LAND COMPANY LLC	DANIEL W BREEDLOVE	2335-000132-11	\$ 1.78
ROBIN LAND COMPANY LLC	JENNIFER L. DUNLAP	2335-000132-11	\$ 0.89
ROBIN LAND COMPANY LLC	JENNIFER L. DUNLAP	2335-000132-11	\$ 0.89
ROBIN LAND COMPANY LLC	JENNIFER L. DUNLAP	2335-000132-11	\$ 0.89
ROBIN LAND COMPANY LLC	JENNIFER L. DUNLAP	2335-000132-11	\$ 0.89
ROBIN LAND COMPANY LLC	MERIDITH M. BREEDLOVE	2335-000132-11	\$ 1.78
ROBIN LAND COMPANY LLC	MERIDITH M. BREEDLOVE	2335-000132-11	\$ 1.78
ROBIN LAND COMPANY LLC	MERIDITH M. BREEDLOVE	2335-000132-11	\$ 1.78
ROBIN LAND COMPANY LLC	MERIDITH M. BREEDLOVE	2335-000132-11	\$ 1.78



COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	MERIDITH M. BREEDLOVE	2335-000132-11	\$ 1.78
ROBIN LAND COMPANY LLC	MERIDITH M. BREEDLOVE	2335-000132-11	\$ 1.78
ROBIN LAND COMPANY LLC	WILLIDEAN COOPER	2335-000132-11	\$ 1.78
ROBIN LAND COMPANY LLC	WILLIDEAN COOPER	2335-000132-11	\$ 1.78
ROBIN LAND COMPANY LLC	WILLIDEAN COOPER	2335-000132-11	\$ 1.78
ROBIN LAND COMPANY LLC	WILLIDEAN COOPER	2335-000132-11	\$ 1.78
ROBIN LAND COMPANY LLC	BEVERLY BOND	2335-000132-12	\$ 0.60
ROBIN LAND COMPANY LLC	BEVERLY BOND	2335-000132-12	\$ 0.60
ROBIN LAND COMPANY LLC	BEVERLY BOND	2335-000132-12	\$ 0.60
ROBIN LAND COMPANY LLC	BEVERLY BOND	2335-000132-12	\$ 0.60
ROBIN LAND COMPANY LLC	BEVERLY BOND	2335-000132-12	\$ 0.60
ROBIN LAND COMPANY LLC	ANN BRAMMER & C E BRAMMER	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	ANN BRAMMER & C E BRAMMER	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	ANN BRAMMER & C E BRAMMER	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	ANN BRAMMER & C E BRAMMER	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	ANN BRAMMER & C E BRAMMER	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	DIANA TURNER	2335-000132-12	\$ 0.60
ROBIN LAND COMPANY LLC	DIANA TURNER	2335-000132-12	\$ 0.60
ROBIN LAND COMPANY LLC	DIANA TURNER	2335-000132-12	\$ 0.60
ROBIN LAND COMPANY LLC	DIANA TURNER	2335-000132-12	\$ 0.60
ROBIN LAND COMPANY LLC	DIANA TURNER	2335-000132-12	\$ 0.60
ROBIN LAND COMPANY LLC	FREDRICK R MCCLURE & SHARON	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	FREDRICK R MCCLURE & SHARON	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	FREDRICK R MCCLURE & SHARON	2335-000132-12	\$ 0.30

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	FREDRICK R MCCLURE & SHARON	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	FREDRICK R MCCLURE & SHARON	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	PEGGY NICHOLS & DAVID B NICHOLS	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	PEGGY NICHOLS & DAVID B NICHOLS	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	PEGGY NICHOLS & DAVID B NICHOLS	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	PEGGY NICHOLS & DAVID B NICHOLS	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	PAULINE THOMAS	2335-000132-12	\$ 1.78
ROBIN LAND COMPANY LLC	PAULINE THOMAS	2335-000132-12	\$ 1.78
ROBIN LAND COMPANY LLC	PAULINE THOMAS	2335-000132-12	\$ 1.78
ROBIN LAND COMPANY LLC	PAULINE THOMAS	2335-000132-12	\$ 1.78
ROBIN LAND COMPANY LLC	PAULINE THOMAS	2335-000132-12	\$ 1.78
ROBIN LAND COMPANY LLC	PAULINE THOMAS	2335-000132-12	\$ 1.78
ROBIN LAND COMPANY LLC	SUSAN COOK AND DONALD COOK	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	SUSAN COOK AND DONALD COOK	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	SUSAN COOK AND DONALD COOK	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	SUSAN COOK AND DONALD COOK	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	SUSAN COOK AND DONALD COOK	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	STEVEN NEWCOMER	2335-000132-12	\$ 0.60
ROBIN LAND COMPANY LLC	STEVEN NEWCOMER	2335-000132-12	\$ 0.60
ROBIN LAND COMPANY LLC	STEVEN NEWCOMER	2335-000132-12	\$ 0.60
ROBIN LAND COMPANY LLC	STEVEN NEWCOMER	2335-000132-12	\$ 0.60
ROBIN LAND COMPANY LLC	RICHARD THORNTON & MIRIAM	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	RICHARD THORNTON & MIRIAM	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	RICHARD THORNTON & MIRIAM	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	RICHARD THORNTON & MIRIAM	2335-000132-12	\$ 0.30

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	RICHARD THORNTON & MIRIAM	2335-000132-12	\$ 0.30
ROBIN LAND COMPANY LLC	LUCILLE METTEN & CHARLES METTEN	2335-000132-13	\$ 7.10
ROBIN LAND COMPANY LLC	LUCILLE METTEN & CHARLES METTEN	2335-000132-13	\$ 7.10
ROBIN LAND COMPANY LLC	LUCILLE METTEN & CHARLES METTEN	2335-000132-13	\$ 7.10
ROBIN LAND COMPANY LLC	BEULAH & LARRY BREEDLOVE	2335-000132-14	\$ 7.10
ROBIN LAND COMPANY LLC	BEULAH & LARRY BREEDLOVE	2335-000132-14	\$ 7.10
ROBIN LAND COMPANY LLC	BEULAH & LARRY BREEDLOVE	2335-000132-14	\$ 7.10
ROBIN LAND COMPANY LLC	BEULAH & LARRY BREEDLOVE	2335-000132-14	\$ 7.10
ROBIN LAND COMPANY LLC	GLISTINE HARLESS & JAMES L	2335-000132-15	\$ 1.78
ROBIN LAND COMPANY LLC	GLISTINE HARLESS & JAMES L	2335-000132-15	\$ 1.78
ROBIN LAND COMPANY LLC	GLISTINE HARLESS & JAMES L	2335-000132-15	\$ 1.78
ROBIN LAND COMPANY LLC	GLISTINE HARLESS & JAMES L	2335-000132-15	\$ 1.78
ROBIN LAND COMPANY LLC	GLISTINE HARLESS & JAMES L	2335-000132-15	\$ 1.78
ROBIN LAND COMPANY LLC	JUDY JARRELL	2335-000133-00	\$ 21.17
ROBIN LAND COMPANY LLC	JUDY JARRELL	2335-000133-01	\$ 21.17
ROBIN LAND COMPANY LLC	DEBRA L. HANNA	2335-000133-02	\$ 25.40
ROBIN LAND COMPANY LLC	JACKIE WILKINSON	2335-000134-00	\$ 7.50
ROBIN LAND COMPANY LLC	JACKIE WILKINSON	2335-000134-00	\$ 7.50
ROBIN LAND COMPANY LLC	GERTHEL FRANCES PAGE	2335-000135-00	\$ 625.00
ROBIN LAND COMPANY LLC	LARRY D PAGE	2335-000135-00	\$ 375.00
ROBIN LAND COMPANY LLC	JOE H DOTSON & KIZZIE DOTSON	2335-000136-00	\$ 100.00
ROBIN LAND COMPANY LLC	CHESAPEAKE APPALACHIA LLC	2335-000137-00	\$ 40.00
ROBIN LAND COMPANY LLC	CHESAPEAKE APPALACHIA LLC	2335-000137-00	\$ 40.00
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000137-00	\$ 25.40

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000137-00	\$ 25.40
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000137-00	\$ 25.40
ROBIN LAND COMPANY LLC	HAMLIN REALTY COMPANY	2335-000137-00	\$ 25.40
ROBIN LAND COMPANY LLC	ARTHUR ADKINS JR.	2335-000138-00	\$ 2.22
ROBIN LAND COMPANY LLC	ARTHUR ADKINS JR.	2335-000138-00	\$ 2.22
ROBIN LAND COMPANY LLC	JOHN CHRISTOPHER HADDOX	2335-000140-00	\$ 34.84
ROBIN LAND COMPANY LLC	JAMES DAVID HADDOX	2335-000140-00	\$ 34.83
ROBIN LAND COMPANY LLC	LISA JAN HADDOX HESTON	2335-000140-00	\$ 34.83
ROBIN LAND COMPANY LLC	ANDY L EGNOR	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	CHRISTOPHER M. EGNOR	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	CHRISTOPHER M. EGNOR	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	CHRISTOPHER M. EGNOR	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	CHRISTOPHER M. EGNOR	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	CHRISTOPHER M. EGNOR	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	KARILYN F KUNSTBECK	2335-000142-00	\$ 56.00
ROBIN LAND COMPANY LLC	MELODY P. EGNOR	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	MELODY P. EGNOR	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	MELODY P. EGNOR	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	LARRY WAYNE EGNOR	2335-000142-00	\$ 56.00
ROBIN LAND COMPANY LLC	LARRY WAYNE EGNOR	2335-000142-00	\$ 56.00
ROBIN LAND COMPANY LLC	LARRY WAYNE EGNOR	2335-000142-00	\$ 56.00
ROBIN LAND COMPANY LLC	LARRY WAYNE EGNOR	2335-000142-00	\$ 56.00
ROBIN LAND COMPANY LLC	LARRY WAYNE EGNOR	2335-000142-00	\$ 56.00
ROBIN LAND COMPANY LLC	ROBIN A CASEY	2335-000142-00	\$ 11.20

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	ROBIN A CASEY	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	ROBIN A CASEY	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	ROBIN A CASEY	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	ROBIN A CASEY	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	RANDY E. PAYNE	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	RANDY E. PAYNE	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	RANDY E. PAYNE	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	RANDY E. PAYNE	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	RANDY E. PAYNE	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	RANDY E. PAYNE	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	RANDY E. PAYNE	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	RANDY E. PAYNE	2335-000142-00	\$ 11.20
ROBIN LAND COMPANY LLC	PRESIDIO WEST VIRGINIA INC	2335-000144-00	\$ 50.00
ROBIN LAND COMPANY LLC	PRESIDIO WEST VIRGINIA INC	2335-000144-00	\$ 50.00
ROBIN LAND COMPANY LLC	PRESIDIO WEST VIRGINIA INC	2335-000144-00	\$ 50.00
ROBIN LAND COMPANY LLC	PRESIDIO WEST VIRGINIA INC	2335-000144-00	\$ 50.00
ROBIN LAND COMPANY LLC	PRESIDIO WEST VIRGINIA INC	2335-000144-00	\$ 50.00
ROBIN LAND COMPANY LLC	PRESIDIO WEST VIRGINIA INC	2335-000144-00	\$ 50.00
ROBIN LAND COMPANY LLC	BIBLE BAPTIST CHURCH	2335-000147-00	\$ 2,500.00
ROBIN LAND COMPANY LLC	RODNEY T. RISER JR	2335-000148-00	\$ 100.00
ROBIN LAND COMPANY LLC	MARGARET JUNE BELL	2335-000179-00	\$ 120.00
ROBIN LAND COMPANY LLC	PHYLLIS JEAN HAYNER DEAN	2335-000180-00	\$ 125.00
ROBIN LAND COMPANY LLC	PHYLLIS JEAN HAYNER DEAN	2335-000180-00	\$ 125.00
ROBIN LAND COMPANY LLC	PHYLLIS JEAN HAYNER DEAN	2335-000180-00	\$ 125.00
ROBIN LAND COMPANY LLC	PHYLLIS JEAN HAYNER DEAN	2335-000180-00	\$ 125.00
ROBIN LAND COMPANY LLC	PHYLLIS JEAN HAYNER DEAN	2335-000180-00	\$ 125.00

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	JOAN T. GILES	2335-000181-00	\$ 431.52
ROBIN LAND COMPANY LLC	ARVEL KEITH VANNATTER	2335-000185-00	\$ 500.00
ROBIN LAND COMPANY LLC	ARVEL KEITH VANNATTER	2335-000185-00	\$ 500.00
ROBIN LAND COMPANY LLC	JERRY D PEYTON	2335-000194-00	\$ 62.50
ROBIN LAND COMPANY LLC	JOHN ALLEN PEYTON	2335-000194-01	\$ 50.00
ROBIN LAND COMPANY LLC	JULIA MICHELLE PEYTON	2335-000194-02	\$ 50.00
ROBIN LAND COMPANY LLC	JOHN A & JUANITA J PEYTON	2335-000195-00	\$ 137.50
ROBIN LAND COMPANY LLC	GLEN R & JANICE M PEYTON	2335-000195-01	\$ 137.50
ROBIN LAND COMPANY LLC	BOONE EAST DEVELOPMENT CO	2335-000205-00	\$ 30,732.68
ROBIN LAND COMPANY LLC	BOONE EAST DEVELOPMENT CO	2335-000205-00	\$ 33,293.83
ROBIN LAND COMPANY LLC	KATHRYN L. STANSFIELD	2335-000208-00	\$ 1,666.67
ROBIN LAND COMPANY LLC	PATRICIA L. MCELROY	2335-000208-00	\$ 1,666.67
ROBIN LAND COMPANY LLC	TRACY HYLTON	2335-000208-00	\$ 5,000.00
ROBIN LAND COMPANY LLC	R. SCOTT LONG	2335-000208-00	\$ 796.89
ROBIN LAND COMPANY LLC	R. SCOTT LONG	2335-000208-00	\$ 1,666.66
ROBIN LAND COMPANY LLC	TERRY ADKINS	2335-000213-00	\$ 5.00
ROBIN LAND COMPANY LLC	TERRY ADKINS	2335-000214-00	\$ 2.50
ROBIN LAND COMPANY LLC	ROBERT R. & GERTRUDE ATKINS	2335-000221-00	\$ 200.00
ROBIN LAND COMPANY LLC	ROBERT R. & GERTRUDE ATKINS	2335-000221-00	\$ 100.00
ROBIN LAND COMPANY LLC	ROBERT R. & GERTRUDE ATKINS	2335-000221-00	\$ 82.62
ROBIN LAND COMPANY LLC	ROBERT R. & GERTRUDE ATKINS	2335-000221-00	\$ 17.38
ROBIN LAND COMPANY LLC	ROBERT R. & GERTRUDE ATKINS	2335-000221-00	\$ 100.00
ROBIN LAND COMPANY LLC	ROBERT R. & GERTRUDE ATKINS	2335-000221-00	\$ 100.00
ROBIN LAND COMPANY LLC	BLACK KING MINE DEVELOPMENT CO	2350-000003-00	\$ 61,410.50

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	BLACK KING MINE DEVELOPMENT CO	2350-000003-00	\$ 20,795.72
ROBIN LAND COMPANY LLC	BLACK KING MINE DEVELOPMENT CO	2350-000003-00	\$ 180.00
ROBIN LAND COMPANY LLC	BARBARA RADCLIFF JAMES	2350-000004-00	\$ 26.07
ROBIN LAND COMPANY LLC	BARBARA RADCLIFF JAMES	2350-000004-00	\$ 9.28
ROBIN LAND COMPANY LLC	AZEL GROUP LTD LLC	2350-000004-00	\$ 204.82
ROBIN LAND COMPANY LLC	AZEL GROUP LTD LLC	2350-000004-00	\$ 397.26
ROBIN LAND COMPANY LLC	AZEL GROUP LTD LLC	2350-000004-00	\$ 141.45
ROBIN LAND COMPANY LLC	ASHLEY PROPERTIES OF SC LLC	2350-000004-00	\$ 84.89
ROBIN LAND COMPANY LLC	ASHLEY PROPERTIES OF SC LLC	2350-000004-00	\$ 30.23
ROBIN LAND COMPANY LLC	CURTIS L. HOLLAND	2350-000004-00	\$ 58.33
ROBIN LAND COMPANY LLC	CURTIS L. HOLLAND	2350-000004-00	\$ 113.14
ROBIN LAND COMPANY LLC	CURTIS L. HOLLAND	2350-000004-00	\$ 40.28
ROBIN LAND COMPANY LLC	DAVID H MUIR	2350-000004-00	\$ 30.87
ROBIN LAND COMPANY LLC	DAVID H MUIR	2350-000004-00	\$ 10.99
ROBIN LAND COMPANY LLC	ELIZABETH ANNE TRUAX	2350-000004-00	\$ 16.53
ROBIN LAND COMPANY LLC	ELIZABETH ANNE TRUAX	2350-000004-00	\$ 5.88
ROBIN LAND COMPANY LLC	DANIELLE E JAMES	2350-000004-00	\$ 81.41
ROBIN LAND COMPANY LLC	DANIELLE E JAMES	2350-000004-00	\$ 16.29
ROBIN LAND COMPANY LLC	DANIELLE E JAMES	2350-000004-00	\$ 13.44
ROBIN LAND COMPANY LLC	DANIELLE E JAMES	2350-000004-00	\$ 26.07
ROBIN LAND COMPANY LLC	DANIELLE E JAMES	2350-000004-00	\$ 9.28
ROBIN LAND COMPANY LLC	DEBORA R. MALMROSE	2350-000004-00	\$ 3.98
ROBIN LAND COMPANY LLC	DEBORA R. MALMROSE	2350-000004-00	\$ 7.72
ROBIN LAND COMPANY LLC	DEBORA R. MALMROSE	2350-000004-00	\$ 2.75

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	CAROLE C FORD REVOCABLE TRUST	2350-000004-00	\$ 131.25
ROBIN LAND COMPANY LLC	CAROLE C FORD REVOCABLE TRUST	2350-000004-00	\$ 254.56
ROBIN LAND COMPANY LLC	CAROLE C FORD REVOCABLE TRUST	2350-000004-00	\$ 90.64
ROBIN LAND COMPANY LLC	ELLEN NELSON	2350-000004-00	\$ 15.67
ROBIN LAND COMPANY LLC	ELLEN NELSON	2350-000004-00	\$ 30.39
ROBIN LAND COMPANY LLC	ELLEN NELSON	2350-000004-00	\$ 10.82
ROBIN LAND COMPANY LLC	GAIL H. CLARKE	2350-000004-00	\$ 58.33
ROBIN LAND COMPANY LLC	GAIL H. CLARKE	2350-000004-00	\$ 113.14
ROBIN LAND COMPANY LLC	GAIL H. CLARKE	2350-000004-00	\$ 40.28
ROBIN LAND COMPANY LLC	GARY R MALMROSE JR	2350-000004-00	\$ 3.98
ROBIN LAND COMPANY LLC	GARY R MALMROSE JR	2350-000004-00	\$ 7.72
ROBIN LAND COMPANY LLC	GARY R MALMROSE JR	2350-000004-00	\$ 2.76
ROBIN LAND COMPANY LLC	MRS LESLIE JAMES LAY	2350-000004-00	\$ 26.07
ROBIN LAND COMPANY LLC	MRS LESLIE JAMES LAY	2350-000004-00	\$ 9.28
ROBIN LAND COMPANY LLC	J K THOMAS JR	2350-000004-00	\$ 18.05
ROBIN LAND COMPANY LLC	J K THOMAS JR	2350-000004-00	\$ 35.01
ROBIN LAND COMPANY LLC	J K THOMAS JR	2350-000004-00	\$ 12.47
ROBIN LAND COMPANY LLC	J. CHRISTOPHER THOMAS	2350-000004-00	\$ 218.66
ROBIN LAND COMPANY LLC	J. CHRISTOPHER THOMAS	2350-000004-00	\$ 424.11
ROBIN LAND COMPANY LLC	J. CHRISTOPHER THOMAS	2350-000004-00	\$ 151.02
ROBIN LAND COMPANY LLC	KAYBOY LLC	2350-000004-00	\$ 76.83
ROBIN LAND COMPANY LLC	KAYBOY LLC	2350-000004-00	\$ 149.00
ROBIN LAND COMPANY LLC	KAYBOY LLC	2350-000004-00	\$ 53.06
ROBIN LAND COMPANY LLC	JOHN MICHAEL WEATHERWAX	2350-000004-00	\$ 15.67



COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	JOHN MICHAEL WEATHERWAX	2350-000004-00	\$ 30.39
ROBIN LAND COMPANY LLC	JOHN MICHAEL WEATHERWAX	2350-000004-00	\$ 10.82
ROBIN LAND COMPANY LLC	JAMES L WEATHERWAX	2350-000004-00	\$ 44.30
ROBIN LAND COMPANY LLC	JAMES L WEATHERWAX	2350-000004-00	\$ 18.99
ROBIN LAND COMPANY LLC	JAMES L WEATHERWAX	2350-000004-00	\$ 15.67
ROBIN LAND COMPANY LLC	JAMES L WEATHERWAX	2350-000004-00	\$ 30.39
ROBIN LAND COMPANY LLC	JAMES L WEATHERWAX	2350-000004-00	\$ 10.82
ROBIN LAND COMPANY LLC	MARGARET L BUDD	2350-000004-00	\$ 99.15
ROBIN LAND COMPANY LLC	MARGARET L BUDD	2350-000004-00	\$ 35.30
ROBIN LAND COMPANY LLC	MARY MARGARET CLAYBERG	2350-000004-00	\$ 18.12
ROBIN LAND COMPANY LLC	MARY MARGARET CLAYBERG	2350-000004-00	\$ 6.45
ROBIN LAND COMPANY LLC	MICHAEL E FORD	2350-000004-00	\$ 77.77
ROBIN LAND COMPANY LLC	MICHAEL E FORD	2350-000004-00	\$ 150.85
ROBIN LAND COMPANY LLC	MICHAEL E FORD	2350-000004-00	\$ 53.71
ROBIN LAND COMPANY LLC	LESLIE W MUIR	2350-000004-00	\$ 30.87
ROBIN LAND COMPANY LLC	LESLIE W MUIR	2350-000004-00	\$ 10.99
ROBIN LAND COMPANY LLC	MARSHA FORD PULLING	2350-000004-00	\$ 77.77
ROBIN LAND COMPANY LLC	MARSHA FORD PULLING	2350-000004-00	\$ 150.85
ROBIN LAND COMPANY LLC	MARSHA FORD PULLING	2350-000004-00	\$ 53.71
ROBIN LAND COMPANY LLC	NADINE BUSKIRK	2350-000004-00	\$ 3.97
ROBIN LAND COMPANY LLC	NADINE BUSKIRK	2350-000004-00	\$ 7.72
ROBIN LAND COMPANY LLC	NADINE BUSKIRK	2350-000004-00	\$ 2.76
ROBIN LAND COMPANY LLC	LYNDA SMITH	2350-000004-00	\$ 15.67
ROBIN LAND COMPANY LLC	LYNDA SMITH	2350-000004-00	\$ 30.39

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	LYNDA SMITH	2350-000004-00	\$ 10.82
ROBIN LAND COMPANY LLC	MELODY C BOULDEN	2350-000004-00	\$ 11.94
ROBIN LAND COMPANY LLC	MELODY C BOULDEN	2350-000004-00	\$ 23.16
ROBIN LAND COMPANY LLC	MELODY C BOULDEN	2350-000004-00	\$ 8.25
ROBIN LAND COMPANY LLC	SUSAN M BRIGANCE	2350-000004-00	\$ 15.92
ROBIN LAND COMPANY LLC	SUSAN M BRIGANCE	2350-000004-00	\$ 30.87
ROBIN LAND COMPANY LLC	SUSAN M BRIGANCE	2350-000004-00	\$ 10.99
ROBIN LAND COMPANY LLC	SUSAN R MUIR	2350-000004-00	\$ 83.50
ROBIN LAND COMPANY LLC	SUSAN R MUIR	2350-000004-00	\$ 161.95
ROBIN LAND COMPANY LLC	SUSAN R MUIR	2350-000004-00	\$ 57.66
ROBIN LAND COMPANY LLC	DR RICHARD D STRICKLAND	2350-000004-00	\$ 40.32
ROBIN LAND COMPANY LLC	DR RICHARD D STRICKLAND	2350-000004-00	\$ 78.20
ROBIN LAND COMPANY LLC	DR RICHARD D STRICKLAND	2350-000004-00	\$ 27.84
ROBIN LAND COMPANY LLC	RBC MINISTRIES	2350-000004-00	\$ 74.96
ROBIN LAND COMPANY LLC	RBC MINISTRIES	2350-000004-00	\$ 26.70
ROBIN LAND COMPANY LLC	SIDNEY POLAN LLC	2350-000004-00	\$ 371.03
ROBIN LAND COMPANY LLC	SIDNEY POLAN LLC	2350-000004-00	\$ 131.25
ROBIN LAND COMPANY LLC	SIDNEY POLAN LLC	2350-000004-00	\$ 254.56
ROBIN LAND COMPANY LLC	SIDNEY POLAN LLC	2350-000004-00	\$ 90.64
ROBIN LAND COMPANY LLC	THOMAS G WEATHERWAX	2350-000004-00	\$ 15.67
ROBIN LAND COMPANY LLC	THOMAS G WEATHERWAX	2350-000004-00	\$ 30.39
ROBIN LAND COMPANY LLC	THOMAS G WEATHERWAX	2350-000004-00	\$ 10.82
ROBIN LAND COMPANY LLC	SHIRLEY M TRUAX	2350-000004-00	\$ 8.51
ROBIN LAND COMPANY LLC	SHIRLEY M TRUAX	2350-000004-00	\$ 16.53

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
ROBIN LAND COMPANY LLC	SHIRLEY M TRUAX	2350-000004-00	\$ 5.88
ROBIN LAND COMPANY LLC	DOROTHY LLC	2350-000005-00	\$ 46,072.68
ROBIN LAND COMPANY LLC	DOROTHY LLC	2350-000005-00	\$ 15,723.88
REMINGTON LLC	BOARD OF TRUSTEES OF PRICHARD	2355-000004-00	\$ 81.26
REMINGTON LLC	BOARD OF TRUSTEES OF PRICHARD	2355-000004-00	\$ 28.83
REMINGTON LLC	THE HA ROBSON TRUST	2355-000004-00	\$ 243.78
REMINGTON LLC	THE HA ROBSON TRUST	2355-000004-00	\$ 86.50
REMINGTON LLC	CITY NATIONAL BANK AMP III	2355-000004-00	\$ 27.09
REMINGTON LLC	CITY NATIONAL BANK AMP III	2355-000004-00	\$ 9.61
REMINGTON LLC	JAMES A LAFOLLETTE HOLDINGS LLC	2355-000004-00	\$ 41.65
REMINGTON LLC	JAMES A LAFOLLETTE HOLDINGS LLC	2355-000004-00	\$ 41.65
REMINGTON LLC	JAMES A LAFOLLETTE HOLDINGS LLC	2355-000004-00	\$ 14.78
REMINGTON LLC	KANAWHA BOONE HOLDINGS LLC	2355-000004-00	\$ 11.63
REMINGTON LLC	KANAWHA BOONE HOLDINGS LLC	2355-000004-00	\$ 4.13
REMINGTON LLC	LML PROPERTIES LLC	2355-000004-00	\$ 285.36
REMINGTON LLC	LML PROPERTIES LLC	2355-000004-00	\$ 101.26
REMINGTON LLC	LAFOLLETTE HOLDINGS LTD	2355-000004-00	\$ 41.65
REMINGTON LLC	LAFOLLETTE HOLDINGS LTD	2355-000004-00	\$ 14.78
REMINGTON LLC	LATELLE M LAFOLLETTE TRUST	2355-000004-00	\$ 11.63
REMINGTON LLC	LATELLE M LAFOLLETTE TRUST	2355-000004-00	\$ 4.13
REMINGTON LLC	PRC HOLDINGS LLC	2355-000004-00	\$ 121.89
REMINGTON LLC	PRC HOLDINGS LLC	2355-000004-00	\$ 43.25
REMINGTON LLC	ROBERT B LAFOLLETTE TRUST	2355-000004-00	\$ 65.66
REMINGTON LLC	ROBERT B LAFOLLETTE TRUST	2355-000004-00	\$ 23.30

COMPANY	VENDOR NAME	Contract Number	INV AMOUNT
REMINGTON LLC	ROBERT B LAFOLLETTE HOLDINGS LLC	2355-000004-00	\$ 65.66
REMINGTON LLC	ROBERT B LAFOLLETTE HOLDINGS LLC	2355-000004-00	\$ 23.30
REMINGTON LLC	RIVERSIDE PARK INC.	2355-000004-00	\$ 2.74
REMINGTON LLC	RIVERSIDE PARK INC.	2355-000004-00	\$ 0.97
PATRIOT COAL COMPANY L.P.	NELSON FARMS LLC	2430-000075-00	\$ 1,000.00
OHIO COUNTY COAL COMPANY LLC	JAMES AND CAROLYN THOMAS	2450-000023-00	\$ 500.00
OHIO COUNTY COAL COMPANY LLC	NELSON FARMS LLC	2450-000034-00	\$ 1,000.00
APPALACHIA MINE SERVICES LLC	QUINCY CENTER	2014MAINT	\$ 4,741.05
ROBIN LAND COMPANY LLC	DICKINSON PROPERTIES LTD	2ND2014TAXES	\$ 1,048.41
ROBIN LAND COMPANY LLC	PARDEE MINERALS LLC	2NDHALF014TX	\$ 175,315.90
PATRIOT COAL SERVICES LLC	MOUNTS & DANNHEISER LLC	BKMAYRENT	\$ 1,959.50
PATRIOT COAL SERVICES LLC	WILLIAM H. SHIELDS	BKRENT0515	\$ 709.60
APPALACHIA MINE SERVICES LLC	QUINCY CENTER	MONTHLY RENT	\$ 2,600.00
NRP taxes billed (Hobet, Hill Fork, Campbells Creek)-2014			\$ 103,449.40
Larry Woodall Taxes billed (Hobet) -2013			\$ 525.71
Larry Woodall Taxes billed (Hobet) -2014			\$ 626.58
Michael Hale taxes billed (Hobet)- 2014			\$ 1,548.60
Karen Howell taxes billed (Hobet)- 2013 & 2014			\$ 1,454.30
<b>TOTAL</b>			\$ 1,471,283.65

**Trucking Contracts:**

Contracts	Location	Description	Effective Date	Estimated Completion Date
Tyler Trucking Co LLC	Jupiter Holdings LLC/Thunder Hill	Trucking Agreement	5/1/2014	On going

**Lab Contracts**

Contract Name	Patriot Sub	Notes	Contract Date
Master Coal Analytical Service Agreement	Hobet	Master Agreement	1/1/2015

**Equipment Leases:**

**Fixed Assets - Capital Leases:**

Lessor	Description	Acquisition Value	Location	S/N	Cure Amt
Caterpillar	21566-CAT 993K Loader	463,619	Hobet	Z9K00308	15,431
Caterpillar	20551-CAT D10T Tractor W/Ripper	240,214	Jupiter	RJG01810	7,995
General Electric Capital	CAT 16M Motor Grader	217,715	Hobet	B9H00483	-
General Electric Capital	LINE POWER 1750 KVA POWER CENTER	50,100	Federal	U3536	-
General Electric Capital	ATLAS COPCO DM-50 BLASTHOLE DRILL	152,864	Hobet	9149	-
Soc Gen	Longwall Shearer	1,311,606	Federal	LWS771	83,937

**Fixed Assets - Operating Leases:**

Lease #	Master Lessor	Lessor	Complex	Location	Description	S/N	Amt
759	Bancorp South Equipment Finance	Bancorp South Equipment Finance	Federal	Federal #2	Fletcher CDDR-13 Roof Bolter	2010164	4,369.53
759	Bancorp South Equipment Finance	Bancorp South Equipment Finance	Federal	Federal #2	Fletcher CDDR-13 Roof Bolter	2010165	4,369.53
741	Caterpillar Financial Services Corp.	Caterpillar Financial Services Corp.	Corridor G	Hobet	Integrated Tool Carrier	KZN00992	1,851.14
813	Caterpillar Financial Services Corp.	Caterpillar Financial Services Corp.	Corridor G	Hobet	Cat D10T Tractor	RJG02833	23194.12
827	Caterpillar Financial Services Corp.	Caterpillar Financial Services Corp.	Corridor G	Hobet	Cat 994 H Large Wheel Loader	DWC00301	-
808	General Electric Capital Corp.	General Electric Capital Corp.	Corridor G	Beth Station Prep Plant	Intl Mechanics/Eq Truck, Welder Kit, Drawer Set, Vice & Hose Reel	1HTWCAAL6CJ6 11250	773.19
800	General Electric Capital Corp.	General Electric Capital Corp.	Federal	Federal #2	Joy Feeder Breaker BF-14	13130R3	1,537.76
805	General Electric Capital Corp.	General Electric Capital Corp.	Federal	Federal #2	Joy Shuttle Car 10SC32-56BXH-4	ET17899	4006.14
818	General Electric Capital Corp.	General Electric Capital Corp.	Federal	Federal #2	Joy Shuttle Car 10SC32-56BXH-4	ET17900	3995.70
828	Fifth Third Leasing Company	SG Equipment Finance	Federal	Federal #2	Joy Long Wall Drum Shearer	5124218, 5124219	1,172.18

**Coal Sales Agreements:**

Contract Name	Patriot Sub	Notes	Contract Date	Petition Type
Duke Energy Carolinas, LLC		Master Agreement		
Duke Energy Kentucky, Inc.		Master Agreement		
Virginia Electric and Power Company		Master Agreement		
PPL Generation, LLC		Master Agreement		
APCO #0892 1/15-12/15 Hobet	Patriot Coal Sales	Hobet	8/24/2014	Pre
APCO #0984 6/15-8/15 Hobet	Patriot Coal Sales	Hobet	4/24/2015	Pre
CT #0889 1/15-12/15 CSX Rail	Patriot Coal Sales	Hobet	9/6/2014	Pre
EDF Trading #0994 7/15-9/15 CSX Rail	Patriot Coal Sales	Hobet	6/10/2015	Post
COALTRADE #1008 10/15-12/15 Hobet	Patriot Coal Sales	Hobet	7/17/2015	Post
Duke Carolinas #122 Fed 1/12-12/15	Patriot Coal Sales	Federal	9/1/2011	Pre
GenOn #0817 1/15-12/15 Federal	Patriot Coal Sales	Federal	2/6/2014	Pre
J&J Energy #0920 1/15-12/15 Federal	Patriot Coal Sales	Federal	12/2/2014	Pre
J&J Energy #0999 7/15-6/16 Federal	Patriot Coal Sales	Federal	6/22/2015	Post
PPL #0913 1/15-12/15 Federal	Patriot Coal Sales	Federal	9/29/2014	Pre
PSCNH #142 10/14-12/15 Federal	Patriot Coal Sales	Federal	4/10/2014	Pre
RED-Rochester #0834 9/14-1/15 Federal	Patriot Coal Sales	Federal	4/9/2014	Pre
RED-Rochester #135 10/13-12/14 Federal	Patriot Coal Sales	Federal	8/27/2013	Pre
Robindale #0991 6/15-9/15 Federal	Patriot Coal Sales	Federal	6/7/2015	Post
UNYPP-Cayuga #0998 6/15-8/15 Federal	Patriot Coal Sales	Federal	6/17/2015	Post
VEPCO #0983 7/15-12/15 Federal	Patriot Coal Sales	Federal	4/29/2015	Pre

**Gas Line and Pipeline Relocation Agreements:**

1. Agreement, dated August 28, 1995, between Pennzoil Products Company and Hobet Mining, Inc.
2. Agreement, dated February 25, 2009, between Chesapeake Appalachia, LLC and Hobet Mining, LLC

**Commercial Contracts:**

<b>Contracts</b>	<b>Location</b>	<b>Description</b>	<b>Effective Date</b>	<b>Estimated Completion Date</b>
Chisler Inc	Eastern Associated Coal LLC/Federal #2	1 South Seal Project	7/22/2015	9/14/2015
Chisler Inc	Eastern Associated Coal LLC/Federal #2	Thomas Run Substation	7/9/2015	9/14/2015
Chisler Brothers	Eastern Associated Coal LLC/Federal #2	Well site prep plugging	7/24/2015	8/7/2015
Chisler Brothers	Eastern Associated Coal LLC/Federal #2	Well plugging	8/10/2015	10/16/2015
Daniels Electric Inc	Hobet Mining LLC	Stanley 2 Selenium Project	2/18/2015	8/21/2015
Cecil I Walker Machinery Co	Hobet Mining LLC/Hobet #21/Hillfork	Labor Services Agreement	10/1/2010	On going
Cecil I Walker Machinery Co	Apogee Coal Company LLC/Guyan	Labor Services Agreement	10/1/2010	On going
Cummings Crosspoint LLC	Apogee Coal Company LLC/Guyan	Labor Services Agreement	9/25/2012	On going
Garretson Machine & Fabrication	Apogee Coal Company LLC/Guyan	Labor Services Agreement	1/31/2012	On going
Garretson Machine & Fabrication	Hobet Mining LLC/Hobet #21/Hillfork	Labor Services Agreement	1/31/2012	On going
GMS Mine Repair & Maintenance	Eastern Associated Coal LLC/Federal #2	Labor Services Agreement	3/14/2012	On going
King's Tire Service Inc	Hobet Mining LLC/Hobet #21/Beth Station	Labor Services Agreement	6/15/2015	On going
Mac's Services	Apogee Coal Company LLC/Guyan	Labor Services Agreement	10/12/2012	On going
Merit Contracting Inc	Eastern Associated Coal LLC/Federal #2	Labor Services Agreement	12/10/2012	On going
Nexgen Industrial Services Inc	Eastern Associated Coal LLC/Federal #2	Labor Services Agreement	4/21/2014	On going
Rish Equipment Company	Hobet Mining LLC/Hobet #21/Hillfork	Labor Services Agreement	9/27/2010	On going
Rish Equipment Company	Apogee Coal Company LLC/Guyan	Labor Services Agreement	9/27/2010	On going
Western Branch Diesel Inc	Hobet Mining LLC/Hobet #21	Labor Services Agreement	3/20/2014	On going



Contracts	Location	Description	Effective Date	Estimated Completion Date
Williamstown Services LLC	Eastern Associated Coal LLC/Federal #2	Labor Services Agreement	8/8/2013	On going
S&D Management Services Inc	Apogee Coal Company LLC/Guyan	Labor Services Agreement	5/2/2014	On going
Operations Management International Inc	Apogee Coal Company LLC	Operations, Maintenance and Management Services	3/1/2013	4/30/2015
Ferrellgas LP	Apogee Coal Company LLC	Propane Sales and Equipment Lease Agreement	8/1/2012	7/31/2017
SGS North America Inc	Apogee Coal Company LLC	Laboratory Services and License Agreement	8/9/2010	12/31/2015
Appalachian Power Company	Apogee Coal Company LLC/Accoville Station	Electricity contract	1/28/2014	On going
Appalachian Power Company	Apogee Coal Company LLC/Ruffner Surface	Electricity contract	1/31/2014	On going
Appalachian Power Company	Hobet Mining LLC/Beth Station	Electricity contract	1/28/2014	On going
Appalachian Power Company	Jupiter Holdings LLC/Bob White	Electricity contract	1/28/2014	On going
Commonwealth Mining LLC	Hobet Mining LLC	Contract Mining Agreement	6/18/2015	6/18/2017
Standard Laboratories Inc	Hobet Mining LLC	Master Coal Analytical Service Agreement	1/1/2015	12/31/2018
Nelson Brothers LLC	Apogee Coal Company LLC	Explosives Sales and Services Contract	1/1/2010	12/31/2015
Nelson Brothers LLC	Hobet Mining LLC	Explosives Sales and Services Contract	1/1/2010	12/31/2015
Pitney Bowes	Eastern Associated Coal LLC/Federal #2	Postage machine	Unknown	On going
Pitney Bowes	Hobet Mining LLC	Postage machine	Unknown	On going
Pitney Bowes	Jupiter Holdings LLC	Postage machine	Unknown	On going

**Other:**

Lease dated October 21, 2011 between Quincy Center and Appalachian Mine Services LLC (Training Center Lease).

**SCHEDULE 2.01(g)**

**Transferred Permits**

Co. Code	Location	Cost Code	Mine / Facility	Mine Permit Number	NPDES Permit Number	Air Quality Permit	401	402	404	MSHA ID	WMHST ID	MSHA Impoundment Permit #	Henderson County
744	Bluegrass	2448	Patriot Surface	851-0036	KYG041493	N/A	N/A	N/A	N/A	15-16231	1004-S-005	N/A	HC851-0036
744	Bluegrass	2442	Patriot Surface	851-0038	KYG044000	N/A	N/A	N/A	N/A	15-16231	1004-S-005	N/A	HC851-0038
744	Bluegrass	2447	Patriot Surface	851-0040	KYG044269	S-04-013	N/A	N/A	N/A	15-16231	1004-S-005	N/A	HC851-0040
744	Bluegrass	2443	Patriot Surface	851-0041	KYG045092	N/A	N/A	N/A	N/A	15-16231	1004-S-005	N/A	HC851-0041
744	Bluegrass	2440	Patriot Surface	851-0042	KYG045928	N/A	N/A	N/A	200400309-Hr & LRL-2009-1272-gid	15-16231	1004-S-005	N/A	HC851-0042
744	Bluegrass	2446	Patriot Surface	851-0043	KYG046192	N/A	N/A	N/A	LRL-2006-1442	15-16231	1004-S-005	N/A	HC851-0043
744	Bluegrass	2441	Patriot Surface	851-0045	KYG046366	N/A	N/A	N/A	LRL-2007-1318-gid	15-16231	1004-S-005	N/A	HC851-0045
744	Bluegrass	2449	Patriot Surface	851-0046	KYG046602	N/A	N/A	N/A	LRL-2011-0015-gid	15-16231	1004-S-005	N/A	HC851-0046
744	Bluegrass	2443	Freedom UG	851-5005	KYG042810	S-06-333	N/A	N/A	N/A	15-17587	1004-U-007	N/A	HC851-5005
744	Bluegrass	2443	Freedom UG	851-5006	KYG046214	N/A	N/A	N/A	LRL-2007-599	15-17587	1004-U-007	N/A	HC851-5006
744	Bluegrass	2443	Freedom UG	851-5008	KYG046747	N/A	N/A	N/A	N/A	15-17587	1004-U-007	N/A	HC851-5008

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744	Bluegrass	2444	Patriot Surface	851-7006	KYG045771	N/A	N/A	N/A	200600300-sew	15-16231	1004-S-005	N/A	HC851-7006
744	Bluegrass	2442	Grand Eagle Plant	851-8004	KY0090913	S-06-333 & S-10-075	N/A	N/A	N/A	15-19011	0	N/A	HC851-8004
400	Catenary Closed Mines	2424	Witcher Access Road H541	H-541	WV0094706	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
400	Catenary Closed Mines	2424	Overland Conveyor	O-28-85	WV0094706	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
400	Catenary Closed Mines	2424	Morris Fork Prep	O-58-82	WV0066231	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
400	Catenary Closed Mines	2424	MF Haulroad	O-59-82	WV0094056	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
400	Catenary Closed Mines	2424	Belcher Refuse	O-80-82	WV0066231	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
400	Catenary Closed Mines	2424	Shrewsbury #8 Refuse	R-56	WV0094706	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
400	Catenary Closed Mines	2424	8 Mile #2	S-100-82	WV0094234	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
400	Catenary Closed Mines	2424	8 Mile #1	S-124-80	WV0094234	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
400	Catenary Closed Mines	2424	Shrewsbury #6	S-47-79	WV1009133	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
400	Catenary Closed Mines	2424	Carver Mine	S-72-83	WV1014862	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
400	Catenary Closed Mines	2424	Shrewsbury #6 Surface	S-87-83	WV1009150	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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400	Catenary Closed Mines	2424	No.1 7-7a	U-87-83	WV0094056	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
400	Catenary Closed Mines	2424	Pond Gap	UO-111	WV1012746	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
645	Closed Kanawha Eagle	2960	Lease 1	S-3001-95	WV1019589	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
645	Closed Kanawha Eagle	2960	Mtura	U-3019-01	WV1019546	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
410	Corridor G	2290	Horse Creek Haulroad	H-0120-00	WV0046701	N/A	No	WV0046701	N/A	46-04670	S-5002-03-01	N/A	N/A
410	Corridor G	2290	Little Coal River Haulroad	H-0291-00	WV0046469	N/A	No	WV0046469	N/A	46-04670	S-5002-03-01	N/A	N/A
410	Corridor G	2421	Julian Tipple	I-0732-00	WV0049239	N/A	No	WV0049239	N/A	46-04670	S-5002-03-01	N/A	N/A
410	Corridor G	2565	Slippery Gut Impoundment	O-0006-81	WV0046469	N/A	No	WV0046469	N/A	46-05398	L-884	1211WV40468-02	N/A
410	Corridor G	2566	Beth Station Overland Conveyor	O-5010-97	WV0099392	03-54-00500001	No	WV0099392	N/A	46-04670	S-5002-03-01	N/A	N/A
410	Corridor G	2565	Beth Station Plant	P-0495-00	WV0046469	03-54-00500001	No	WV0046469	N/A	46-05398	L-884	N/A	N/A
410	Corridor G	2565	Slippery Gut Coarse Refuse Fill	R-0405-00	WV0046469	N/A	No	WV0046469	N/A	46-05398	L-884	1211WV40468-01	N/A
410	Corridor G	2421	Big Horse Creek Surface Mine	S-0032-85	WV0099392	N/A	No	WV0099392	N/A	46-04670	S-5002-03-01	N/A	N/A
410	Corridor G	2421	Airport Surface	S-0038-82	WV0056405	N/A	Yes	WV0056405	NWP21	46-04670	S-5002-03-01	N/A	N/A

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410	Corridor G	2565	Little Horse Creek Course Refuse Fill	S-0106-77	WV0046701	N/A	No	WV0044288	N/A	46-04670	S-5002-03-01	1211WV40468-03	N/A
410	Corridor G	2565	Bragg Fork Impoundment	S-0128-78	WV0046701	N/A	Yes	WV0046701	IP	46-04670	S-5002-03-01	WV46-05398-01	N/A
410	Corridor G	2290	Westridge 3	S-5002-03	WV1020889	N/A	Yes	WV1020889	IP	46-04670	S-5002-03-01	N/A	N/A
410	Corridor G	2290	Surface Mine 45	S-5002-07	WV1023039	N/A	Yes	WV1023039	IP	46-04670	S-5002-03-01	N/A	N/A
410	Corridor G	2290	Surface Mine 44	S-5003-06	WV1022890	N/A	Yes	WV1022890	IP	46-04670	S-5002-03-01	N/A	N/A
410	Corridor G	2290	Surface Mine 42	S-5003-07	WV1023047	N/A	No	WV1023047	N/A	46-04670	S-5002-03-01	N/A	N/A
410	Corridor G	2421	Westridge Surface	S-5003-96	WV1016776	N/A	Yes	WV1016776	NWP21	46-04670	S-5003-96-01	N/A	N/A
410	Corridor G	2290	Westridge South 1	S-5004-04	WV1021028	N/A	Yes	WV1021028	IP	46-04670	S-5003-96-01	N/A	N/A
410	Corridor G	2300 B	Buck Fork Surface (Not started)	S-5005-11	WV1025082	N/A	No	WV1025082	N/A	46-09309	S-5027-99-01	N/A	N/A
410	Corridor G	2290	Surface Mine 22	S-5008-06	WV1022911	N/A	Yes	WV1022911	IP	46-04670	S-5002-03-01	N/A	N/A
410	Corridor G	2290	Westridge II Surface Mine	S-5011-01	WV1016776	N/A	Yes	WV1016776	NWP21	46-04670	S-5003-96-01	N/A	N/A
410	Corridor G	2290B	Sandlick Surface Mine	S-5012-12	WV1025309	N/A	Needed	WV1025309	Needed	46-04670	S-5003-96-01	N/A	N/A
410	Corridor G	2290	Sugartree Surface	S-5016-92	WV0099392	N/A	Yes	WV0099392	IP	46-04670	S-5002-03-01	N/A	N/A

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410	Corridor G	2421	Northridge Surface Mine	S-5020-95	WV1016679	N/A	No	WV1016679	N/A	46-04670	S-5002-03-01	N/A	N/A
410	Corridor G	not started	Ballard Fork Chilton Contour (undisturbed)	S-5022-02	WV1020862	N/A	Needed	WV1020862	Needed	46-04670	S-5003-96-01	N/A	N/A
410	Corridor G	not started	Boone Block Surface (undisturbed)	S-5024-97	WV1017110	N/A	No	WV1017110	N/A	46-04670	S-5003-96-01	N/A	N/A
410	Corridor G	2421	Stanley Fork Surface Mine	S-5026-89	WV0099392	N/A	No	WV0099392	N/A	46-04670	S-5002-03-01	N/A	N/A
410	Corridor G	2300	Hillfork Surface Hewitt Creek	S-5027-99	WV1020234	N/A	Yes	WV1020234	NWP21	46-09309	S-5027-99-01	N/A	N/A
410	Corridor G	2290	Chestnut Oak Surface	S-5033-08	WV1019759	N/A	No	WV1019759	N/A	46-04670	S-5003-96-01	N/A	N/A
410	Corridor G	2421	Ballard Fork Surface	S-5080-88	WV0099392	N/A	No	WV0099392	N/A	46-04670	S-5002-03-01	N/A	N/A
410	Corridor G	not started	Alma Deep (behind plant undisturbed)	U-5005-99	WV1020099	N/A	No	WV1020099	N/A	46-08767	N/A	N/A	N/A
410	Corridor G	2072	Camp Creek Deep portal	U-5008-94	WV1015818	N/A	No	WV1015818	N/A	46-08523	U-5008-94-A	N/A	N/A
324	Corridor G		Camp Creek South Portal	U-5009-01	WV1020536	N/A	Yes	WV1020536	NWP21	N/A	N/A	N/A	N/A
324	Corridor G	not started	Chilton Deep Portal (undisturbed)	U-5036-98	WV1016679	N/A	No	WV1016679	N/A	N/A	N/A	N/A	N/A
751	Federal 2	0755	Coarse Refuse Pile	O-0023-83	WV0099015	N/A	N/A	N/A	N/A	46-01456	D-4563	1211WV30066-01 & 1211V30066-03	N/A
751	Federal 2	0756	Federal Prep Plant	O-0124-83	WV0099015	N/A	N/A	N/A	N/A	46-01456	D-4563	N/A	N/A

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751	Federal 2	0756	Slurry Impoundment	O-1010-86	WV0099015	N/A	N/A	N/A	N/A	46-01456	D-4563	1211WV30066-02	N/A
751	Federal 2	0755	Federal 2 Mine	U-0019-83	WV0099015	N/A	NP401 #1 & pending	N/A	pending	46-01456	D-4563	N/A	N/A
727	Heritage	0290	Sunnyhill UG	D-0325	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
727	Heritage (Martinka)	0985	Tygart Portal Areas	EM-125	WV0062766	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
727	Heritage (Martinka)	0985	Tygart Refuse Areas	O-1001-87	WV0062766	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
727	Heritage (Martinka)	0985	Tygart Refuse Areas	R-746	WV0062766	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
727	Heritage (Martinka)	0985	Tygart Refuse Areas	R-747	WV0062766	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
405	Logan County	2423	Guyan 5 - White Oak Imp.	O-110-83	WV1020404	N/A	N/A	WV1020404	N/A	46-02443	L-672	1211-WV-40002-01	N/A
405	Logan County	2422	Logan County - MacGregor Plant	O-163-83	WV0066346	N/A	N/A	WV0066346	N/A	46-01369	N/A	N/A	N/A
405	Logan County	2423	Guyan 5 - Guyan Plant	P-610	WV1005278	N/A	N/A	WV1005278	N/A	46-02443	N/A	N/A	N/A
405	Logan County	2310	Ruffner	S-5001-90	WV1008331	N/A	N/A	WV1008331	N/A	46-06751	S-5079-86-A	1211-WV-40018-05 1211-WV-40018-06	N/A
405	Logan County	2310	Ruffner	S-5005-93	WV1013599	N/A	N/A	WV1013599	N/A	46-06751	S-5079-86-A	N/A	N/A
405	Logan County	2311	Guyan Mine - North Run Surface	S-5006-05	WV1022792	03-54-04500050	Yes	WV1022792	NWP21 / PN200500903	46-08939	S-5007-01-A	N/A	N/A

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405	Logan County	2311	Guyan Mine - Guyan Surface	S-5007-01	WV1020510	N/A	Yes	WV1020510	NWP21 / Avis Fork - 200101307	46-08939	S-5007-01-A	N/A	N/A
324	Logan County		Little White Oak Surface	S-5009-07		N/A	N/A	WV1023101	N/A	46-02443	N/A	N/A	N/A
405	Logan County	2310	Ruffner	S-5079-86	WV0099520	N/A	N/A	WV0099520	N/A	46-06751	S-5079-86-A	1211-WV-40018-02	N/A
405	Logan County	2310	Ruffner	S-75-85	WV0099520	03-54-04500050	N/A	WV0099520	N/A	46-06751	S-5079-86-A	1211-WV-40018-02 1211-WV-40018-04 1211-WV-40018-05 1211-WV-40018-06	N/A
405	Logan County	2422	Logan County - Hinchman	U-32-83	WV0053163	N/A	N/A	WV0053163	N/A	46-01367	N/A	N/A	N/A
405	Logan County	2422	Slab Fork Deep	U-5005-98	WV1017209	N/A	N/A	WV1017209	N/A	46-08721	N/A	N/A	N/A
405	Logan County	2221	Winifrede 1	U-5026-92	WV1013319	N/A	Yes	WV1013319	NWP 14 - Brushy Fork - 200401162	46-08247	U-5026-92	N/A	N/A
290	Midland Trail	2585	Campbell's Cr Haul road	H-42	WV0052426	N/A	401 #3	WV0052426	2009-00046	46-08146	H-42	N/A	N/A
290	Midland Trail	2585	Campbell's Cr Impoundment	O-3015-93	WV0052426	N/A	N/A	N/A	N/A	46-08146	O-3015-93	1211WV40197-01	N/A
324	Midland Trail	2585	Campbell's Cr Prep Plant	P-574	WV0052426	03-54-03900041	N/A	N/A	N/A	46-08146	P-574	N/A	N/A
324	Midland Trail	2203	Campbell's Cr No. 7	U-3006-04	WV0052426	N/A	401 #2	N/A	200500301	46-09107	U-3006-04-A-A	N/A	N/A

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324	Midland Trail	2202	Campbell's Cr No. 6	U-3036-93	WV0052426	N/A	401 #1	N/A	199701216-2	46-08437	U-3036-93	N/A	N/A
762	MVCC	0658	Cut24	D-31-82	WV0094269	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
762	MVCC	0658	Cedar Properties	H-370	WV0094251	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
762	MVCC	0658	Grade Release Permits	H-397	WV0094609	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
762	MVCC	0658	Cedar Properties	O-21-82	WV0069051	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
762	MVCC	0658	White Oak Ref	R-753	WV0094251	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
762	MVCC	0658	Cut24	S-103-80	WV0094269	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
762	MVCC	0658	Grade Release Permits	S-141-79	WV0094609	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
762	MVCC	0658	Cut26	S-193-77	WV0069051	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
762	MVCC	0658	Grade Release Permits	S-218-75	WV0093165	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
762	MVCC	0658	Grade Release Permits	S-268-76	WV0094099	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
762	MVCC	0658	Grade Release Permits	S-38-76	WV0094099	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
762	MVCC	0658	Grade Release Permits	S-38-80	WV0093165	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
762	MVCC	0658	Cut30	S-6015-86	WV0093050	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
727	Other Locations	0090	Eagle #2 UG	34	IL0044661	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
628	Other Locations	0998	Will Scarlet	37	IL0004197	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
727	Other Locations	0145	Center Prep	892-5000	KYG046029	N/A	N/A	N/A	N/A	15-06833	N/A	0	N/A

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751	Other Locations	0736	Colver (11981701)	11131301	PA0215139	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	N/A
751	Other Locations	0736	Delmont (65831701)	65130701	PA0213985	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	N/A
628	Other Locations	0998	Will Scarlet	N/A	IL0064068	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	N/A
818	Valley Locations - Wells	2594	Hillside 3	U-5049-92	WV1020978	G10-B064	N/A	N/A	N/A	46-08211	N/A	N/A	N/A
400	Paint Creek - Catenary Coal	New - will start an ARO this year	N-Extension	S-3004-08	WV1022563	N/A	N/A	N/A	N/A	46-07178	S00302390	N/A	N/A
400	Paint Creek - Catenary Coal	2305	Mine Extension	S-3004-95	WV0096962	N/A	WV0096962/401 for VF #5	WV0096962	199800372-7	46-07178	S00302390	N/A	N/A
400	Paint Creek - Catenary Coal	2305	Kayford South	S-3008-00	WV1019309	N/A	WV1019309/401	WV1019309	199800372-4	46-07178	S00302390	N/A	N/A
400	Paint Creek - Catenary Coal	2424	White Oak Extension	S-3010-00	WV0096962	N/A	WV0096962/401	WV0096962	199800372-5	46-07178	S00302390	N/A	N/A
400	Paint Creek - Catenary Coal	2305	Pine Tree Flats	S-3015-02	WV1019678	N/A	WV1019678/401	WV1019678	200600324 NP21	46-07178	S00302390	N/A	N/A
400	Paint Creek - Catenary Coal	2305	South Extension	S-3017-95	WV1015150	N/A	N/A	N/A	N/A	46-07178	S00302390	N/A	N/A
400	Paint Creek - Catenary Coal	2305	Samples Mine	S-3024-90	WV0096962	N/A	N/A	N/A	N/A	46-07178	S00302390	N/A	N/A
400	Paint Creek - Catenary Coal	2305	T-Extension	S-3030-07	WV1022474	N/A	N/A	N/A	N/A	46-07178	S00302390	N/A	N/A
400	Paint Creek - Catenary Coal	2305	Stanley Heritage	S-3035-93	WV1014684	N/A	N/A	N/A	N/A	46-07178	S00302390	N/A	N/A

SCHEDULE 2.01(G) TO ASSET PURCHASE AGREEMENT - TRANSFERRED PERMITS

Co. Code	Location	Cost Code	Mine / Facility	Mine Permit Number	NPDES Permit Number	Air Quality Permit	401	402	404	MSHA ID	WMHST ID	MSHA Impoundment Permit #	Henderson County
340	Paint Creek - Wildcat	2303	Wildcat Surface Mine	S-3006-00	WV1019295	N/A	WV1019295/401	WV1019295	20031078	46-08899	S00300600	N/A	N/A
728	Pine Ridge	0824	Big Mtn Joint	H-6	WV1013271	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
728	Pine Ridge	0833	Big Mtn Plant	O-14-83	WV0065617	R13-1994D	N/A	N/A	N/A	46-03143	L-709	N/A	N/A
728	Pine Ridge	0824	Big Mtn Joint	O-28-82	WV0094552	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
728	Pine Ridge	0833	Big Mtn Refuse	O-69-83	WV0065617	N/A	N/A	N/A	N/A	46-03143	L-709	1211WV40020-01	N/A
728	Pine Ridge	0822	Robin Hood Plant	O-76-82	WV0065536	N/A	N/A	N/A	N/A	46-03137	N/A	1211-WV04-40043-01	N/A
728	Pine Ridge	0838	Williams Mtn	S-5029-95	WV1016725	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
728	Pine Ridge	0836	Whites Branch	U-5002-00	WV1013271	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
728	Pine Ridge	1919	Lower Dorothy	U-5005-06	WV1022881	N/A	N/A	N/A	N/A	N/A	U-5005-06	N/A	N/A
728	Pine Ridge	0976	Jarrells Branch Red Stag 1	U-5023-08	WV1029959/WV1020986	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
728	Pine Ridge	0979	Logan Fork	U-5037-97	WV1017187	0	0	0	0	0	0	0	N/A
728	Pine Ridge	0836	Big Mtn 16	U-5053-91	WV1013271	N/A	N/A	N/A	N/A	N/A	U-5053-91	N/A	N/A
305	Remington	2192	Wildcat Deskins	U-3011-01	WV1019503	N/A	N/A	N/A	N/A	46-08936	N/A	N/A	N/A
305	Remington	2190	Ruger	U-64-83	WV1019147	N/A	LS-14-V/20-1706-R	N/A	N/A	46-08635	U-64-83A	N/A	N/A
305	Remington	2576	Weatherby Prep Plant	U-80-83	WV1015265	03-54-03900467	N/A	N/A	N/A	46-08634/ 46-08685	N/A	1211WV40249-01/ 1211WV40249-02	N/A

SCHEDULE 2.01(G) TO ASSET PURCHASE AGREEMENT - TRANSFERRED PERMITS

Co. Code	Location	Cost Code	Mine / Facility	Mine Permit Number	NPDES Permit Number	Air Quality Permit	401	402	404	MSHA ID	WMHST ID	MSHA Impoundment Permit #	Henderson County
764	Valley Locations-Rocklick (Colony Bay)	1580	JW Haulroad	H-224	WV1004492 / WV0056472 / WV0068748	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
751	Valley Locations-Rocklick	0770	Kopperston 1	O-19-83	WV0041122	N/A	N/A	N/A	N/A	46-40049	N/A	1211-WV04-40049-01	N/A
315	Valley Locations-Jupiter	2577	Pond Fork Plant	P-0605-00	WV00666010	G10-C1081	N/A	N/A	N/A	46-09130 46-02445	L00000800	1211-WV04-40009-02	N/A
315	Valley Locations-Jupiter	2295	Callisto/Thunderhill	S-5009-00	WV1020315	N/A	N/A	N/A	2002-050-1	46-08818	S00500900	N/A	N/A
764	Valley Locations-Rocklick (Colony Bay)	1580	Shop Knob	S-5022-94	WV1004492 / WV0056472 / WV0068748	G10-B045A	N/A	N/A	200501005	46-06272	N/A	N/A	N/A
764	Valley Locations-Rocklick (Colony Bay)	1581	Colony Bay South	S-7-81	WV0058238	N/A	N/A	N/A	N/A	46-09147	N/A	N/A	N/A
764	Valley Locations-Rocklick (Colony Bay)	1580	Colony Bay Central	S-87-80	WV1004492 / WV0056472 / WV0068748	N/A	N/A	N/A	N/A	46-06272	N/A	N/A	N/A
751	Valley Locations-Wells	0780	Lightfoot No.1	U-144-82	WV0063461	N/A	N/A	N/A	N/A	46-04332	U-144-82	N/A	N/A
315	Valley Locations-Jupiter	2176	Europa	U-5024-99	WV1020226	N/A	N/A	N/A	N/A	46-04955	D00009584	N/A	N/A
818	Valley Locations-Rocklick (Rhino)	1727c	No. A & AA Mine	EM-120	WV0024937	N/A	N/A	N/A	N/A	46-08798	N/A	N/A	N/A

Co. Code	Location	Cost Code	Mine / Facility	Mine Permit Number	NPDES Permit Number	Air Quality Permit	401	402	404	MSHA ID	WMHST ID	MSHA Impoundment Permit #	Henderson County
818	Valley Locations - Rhino	1727c	Peachtree Refuse Area	O-5-82	WV0058521	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	#N/A	N/A
818	Valley Locations - Rhino	1727c	Lower Eagle No. 3 Deep Mine	U-18-83	WV0066371	N/A	N/A	N/A	N/A	46-06787	N/A	N/A	N/A
818	Valley Locations - Rhino	1727c	Eagle No. 1 & 2 Deep Mine	U-4005-91	WV1011839	G10-C109-188	N/A	N/A	N/A	46-08758 46-09201	N/A	N/A	N/A
818	Valley Locations - Rhino	1727c	Beckley Mine Complex	U-127-83	WV0023329	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
728	Pine Ridge	830	Chestnut Hollow	S-6013-89		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
728	Pine Ridge	830	Lotts Fork Deep Mine	U-5020-09		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
645	Kanawha Eagle		Essex Deep Mine	U-3009-03	WV1019546	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
			Coalburg Mine/Black Walnut No. 3 Mine	U-5010-05		0	0	0	0	0	0	0	N/A
744	Bluegrass		Patriot Surface Mine - South Curdsville Area	851-0039		N/A	N/A	N/A	N/A	15-16231	1004-S-005	N/A	HC851-0039
744	Bluegrass		Patriot Surface Mine - Area 3 Haul Road	851-7008		N/A	N/A	N/A	200600300-sew	15-16231	1004-S-005	N/A	HC851-7008

**Water Withdrawal:**

Company Name	Mine / Facility Name	Permit #	Date Issued	SMCRA Permit	Description	Agency	Comment
Pine Ridge Coal Company	Big Mountain Prep Plant	R-88-V/03-264	32317	O-14-83	Two Low Water Dams for Fresh Water in Little Jarrells Creek	WVDNR	Inactive
Jupiter Holdings, LLC	Pond Fork Processing	LS-V03/03-0054-R	Unknown	P-605	Water Withdrawal for Prep Plant	WVDNR	Inactive
Eastern Associated Coal, LLC	Federal #2	None	N/A	N/A		N/A	
Hobet Mining LLC	Beth Station Prep Plant	No permit	N/A	P-495	Existing Pump Intake in Little Coal River		
Pine Ridge Coal Company	Big Mountain General Facilities	N/A	N/A	O-28-82	Water Withdrawal for Complex from In-Stream Pond - Big Jarrells Creek		Inactive

**Non 401-404 Stream:**

Company Name	Mine / Facility Name	Permit #	Date Issued	Permit	Description	Agency	Comment
Pine Ridge Coal Company	Winifrede B Mine	R-93-V/03-1964	34130	U-5048-87	Three V-Notched Weirs for Water Flow Monitoring in Ducky Ferrell Hollow	Pine Ridge Coal Company	Winifrede B Mine
Pine Ridge Coal Company	Logan Fork Mine	R-89-V/03-260	32701	U-5037-97*Final Released	Sixteen (16) Low Water Crossing in Logan Fork to Access sampling locations	Pine Ridge Coal Company	Logan Fork Mine
Pine Ridge Coal Company	Whites Branch Mine	R-89-V/03-263	32603	U-5002-00	Remove 2,000 Tons of Gravel from the West Fork of Pond Fork of Little Coal River	Pine Ridge Coal Company	Whites Branch Mine

Company Name	Mine / Facility Name	Permit #	Date Issued	Permit	Description	Agency	Comment
Pine Ridge Coal Company	Logan Fork Mine	R-90-V/03-259	3/29/89	U-5037-97*Final Released	Four Stream Crossings on Hopkin Fork of Laurel Creek	Pine Ridge Coal Company	Logan Fork Mine
Catenary Coal Company	Valley Camp Coal	R-78-V/20-118	12/9/1997	Unknown	Low Water Bridge Kellys Creek - Fivemile mine haulroad	Catenary Coal Company	Valley Camp Coal
Catenary Coal Company	Samples Mine	R-05-V/03-296	2/16/2005	S-3004-95	Construct Valley Fill and Sediment Pond in unnamed trib of Right Fork of White Oak creek	Catenary Coal Company	Samples Mine
Catenary Coal Company	Samples Mine	R-07-V/03-1224	5/16/2008	S-3015-02	Conduct activities assoc with surface mine operations of the Pine Tree Flats SM along Left Fork of White Oak Creek	Catenary Coal Company	Samples Mine
Catenary Coal Company	Samples Mine	R-07-V/20-658	5/16/2008	S-3015-02	Conduct activities assoc with surface mine operations along unnamed trib of Left Fork of White Oak Creek	Catenary Coal Company	Samples Mine
Catenary Coal Company / Midland Trail	Campbells Creek No. 7	R-05-V/20-1021	7/6/2005	U-3006-04	Installing culverts in Pointlick Fork and an unnamed trib of Pointlick Fork for Campbell's Creek Winifred No. 7 Deep Mine	Catenary Coal Company / Midland Trail	Campbells Creek No. 7
Apogee Coal Company	Winifred 1 Deep Mine	LS-04-V/23-1764	11/8/2004	U-5026-92	A 60" x 60' culvert to provide access for coal mining operations on Brushy Fork of Spruce Fork if Little Coal River, Logan, Co., WV	Apogee Coal Company	Winifred 1 Deep Mine

Company Name	Mine / Facility Name	Permit #	Date Issued	Permit	Description	Agency	Comment
Apogee Coal Company	Ruffner Surface Mine	LS-05-V/23-1237-R	10/2/2005	S-75-85	Stone Dike in the streambed to pool water for a gravity-fed system feeding water through a pipe to a storage tank and utilizing for stored water, Ruffner Mine, Fanco Plant, Rum Ck, Logan CO., WV	Apogee Coal Company	Ruffner Surface Mine
Apogee Coal Company	North Rum Surface	R-06-V/23-1388	11/28/2006	S-5006-05	Two fills for placement of jurisdictional channels along unnamed tribs of/and including Fitzwater Hollow of Garland Fork, Logan Co., WV	Apogee Coal Company	North Rum Surface
Apogee Coal Company	Northwest Ruffner	LS-03-V/23-1263	Unknown	S-5005-93	Installing and maintaining (3) three 48" x 60' culverts in the streambed to provide access for mining operations on North Mud Lick Branch of Rum Creek of Guyandotte River.	Apogee Coal Company	Northwest Ruffner
Apogee Coal Company	Guyan Surface Mine	Unable to locate	Unknown	Unknown	Guyan mine - Culverts in Avis Fork and Perry Fork as creek crossing	Apogee Coal Company	Guyan Surface Mine

**FCC Licenses:**

Call Sign	Company	City	State	Expires
KNNF419	Apogee Coal Company, LLC	Accoville	WV	01/10/2021
WNUF254	Apogee Coal Company, LLC	Lorado	WV	09/10/2015 – Renewing
WNUH758	Apogee Coal Company, LLC	Accoville	WV	04/22/2022



Call Sign	Company	City	State	Expires
WZN354	Apogee Coal Company, LLC	Accoville	WV	05/28/2022
WPHQ843	Apogee Coal Company, LLC	Accoville	WV	06/27/2025
WQAD630	Apogee Coal Company, LLC	Yolyn	WV	05/12/2024
WNLI947	Eastern Associated Coal, LLC	Fairview	WV	12/22/2023
WPK769	Eastern Associated Coal, LLC	Marion County	WV	10/13/2023 *
KA30501	Hobet Mining, LLC	Danville	WV	11/22/2023
WPAX591	Hobet Mining, LLC	Danville	WV	10/15/2022
WPZS615	Hobet Mining, LLC	Danville	WV	03/04/2024
WQDH776	Hobet Mining, LLC	Danville	WV	08/30/2015 – Renewing
WQDS497	Hobet Mining, LLC	Danville	WV	10/20/2015
WQOZ667	Hobet Mining, LLC	Madison/Spurlockville	WV	03/14/2022
WXY629	Hobet Mining, LLC	Danville	WV	11/22/2023
WXY630	Hobet Mining, LLC	Danville	WV	11/22/2023
WPTL239	Grand Eagle Mining, LLC	Henderson	KY	10/23/2021
KCD828	Heritage Coal Company LLC	Morganfield	KY	09/30/2021
KUF687	Heritage Coal Company LLC	Uniontown	KY	05/19/2023

Call Sign	Company	City	State	Expires
WNLQ513	Heritage Coal Company LLC	Morganfield	KY	07/29/2023
WPDX999	Heritage Coal Company LLC	Waverly	KY	12/15/2023
WPPN940	Heritage Coal Company LLC	Morganfield	KY	12/29/2024
WYP861	Heritage Coal Company LLC	Waverly	KY	03/08/2024

Call Sign	Company	Frequency	Class	Units	Location	City	State	Service	Expires
WNUF254	Apogee Coal Company, LLC	000451.725000 OO	FB2	1		Yolyn	WV	IG	
		000456.725000 OO	FX1	1		Yolyn	WV		
		000456.725000 OO	MO	60		Yolyn	WV		
WQOZ667	Hobet Mining, LLC	000452.1875000 0	FB2	1	1.64 Mi NW of Rock Creek	Madison	WV	IG	03/14/22
		000452.1875000 0	MO	100	32.0 km radius of location 1				
		000464.7750000 0	FB2	1	3.36 mi SE of Spurlockville	Spurlockville			
		000464.7750000 0	MO	100	32.0 km radius of location 3				

Call Sign	Company	Frequency	Class	Units	Location	City	State	Service	Expires
		000469.2000000 0	MO	100	32.0 km radius around 38-06-54.5 N, 081-51-33.4W Madison, Boone Co WV	Madison			
		000469.2375000 0	MO						
WNLI497	Eastern Associated Coal, Co.	000152.9150000 0	FB	1	Federal 2 Preparation Plant	Fairview	WV	IG	12/22/20 23
		000151.4900000 0	MO	100	Operating within 121.0 km radius of location 1				
		000151.5800000 0	MO	75	Operating within 121.0 km radius of location 1				
		000152.9150000 0	MO	200	Operating within 121.0 km radius of location 1				
		000451.8375000 0	MO	1	Operating within 121.0 km radius of location 1				
		000451.9375000 0	MO	1	Operating within 121.0 km radius of location 1				
		000452.0125000 0	MO	1	Operating within 121.0 km radius of location 1				
		000456.8375000 0	MO	3	Operating within 121.0 km radius of location 1				
		000456.9375000 0	MO	1	Operating within 121.0 km radius of location 1				

**Nuclear Devices:**

Company	Location	NRC License No.	Device(s)
EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	47-23053-01	RONAN ENGINEERING COMPANY MODEL SAI-C5, THERMO MEASURE TECH MODEL 5201, THERMO GAMMA METRICS MODEL CB-HI
HOBET MINING, LLC	BETH STATION	47-23-23-01	TEXAS NUCLEAR MODEL 5201, (4) TEXAS NUCLEAR MODEL 5202, (2) COAL SCAN MODEL 3500, GAMMA METRIC MODEL BULK, GAMMA METRIC MODEL CBX
EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	GL-651445	TN TECHNOLOGIES MODEL 5201, (4) RONAN ENGINEERING COMPANY MODEL SAI-C10
PINE RIDGE COAL COMPANY, LLC	BIG MOUNTAIN	GL-41212	ALL DEVICES REMOVED
JUPITER HOLDINGS, LLC	POND FORK	GL-707879	ALL DEVICES REMOVED

**SCHEDULE 2.01(j)**

**Avoidance Actions**

None.

**SCHEDULE 2.01(k)**

**Intellectual Property**

None.

**SCHEDULE 2.01(q)**

**Other Assets**

None.

**SCHEDULE 2.02(j)**

**Specifically Excluded Assets**

**General:**

Notwithstanding anything included in these schedules, any item identified as a Purchased Asset pursuant to that certain Purchase Agreement by and among Blackhawk Mining LLC, Patriot Coal Corporation and the Subsidiaries of Patriot Coal Corporation Listed on Schedule A thereto (the "Blackhawk APA") and listed in the schedules thereto, as filed in Bankruptcy Court on July [29], 2015, are not included as a part of these schedules or the Assets to the VCLF APA, whether or not they are listed herein. In the event of a conflict between the two schedules, the schedules to the Blackhawk APA shall control.

**Other:**

1. All property owned by EACC Camps, Inc.



**SCHEDULE 3.04**

**Sellers' Noncontravention**

None.

**SCHEDULE 3.05(a)**

**Owned Real Property**

**Owned Coal Reserves:**

<b>Company</b>	<b>State</b>	<b>County(ies)</b>	<b>Mine Complex/Reserve Area</b>	<b>Land Area Name</b>	<b>Contract Number</b>
Central States Coal Reserves of KY, LLC	KY	Henderson	Bluegrass (closed)	Bluegrass	1540-001-00
Robin Land Company, LLC	WV	Lincoln & Boone	Corridor G	Lincoln/Boone	various
Eastern Associated Coal, LLC	WV & PA	Monongalia (WV) & Greene ((PA)	Federal	Federal #2	0878-111-00
Eastern Royalty, LLC	WV	Monongalia	Federal	Federal #2	0883-004-00
Central States Coal Reserves of KY, LLC	KY	Henderson	Unassigned	Henderson County (Freedom)	1540-001-00
Central States Coal Reserves of KY, LLC	KY	Henderson and Webster	Panama	Henerson County (Panama)	1540-001 & 1546-001
Heritage Coal Company LLC and Patriot Reserve Holdings, LLC	IL	Shelby and Christian	Unassigned	Paragon (#17 - Pana)	Various
Heritage Coal Company LLC	IL	Christian, Randolph and St. Clair	Unassigned	Illinois -other (Mine #7, #8, #9, #10 and #58, River King U/G #1, Baldwin)	Various
Will Scarlet Properties, LLC	IL	Saline and Williamson	Unassigned	Illinois -other (Will Scarlet)	0998-001
Central States Coal Reserves of KY, LLC	KY	Muhlenberg and Ohio	Unassigned	Ky-other(Ohio & Muhlenberg Cos.)	1542-001 & 1544-001
Heritage Coal Company LLC	MO	Henry	Unassigned	Power Mine	Various
Heritage Coal Company LLC	OK	Rogers	Unassigned	Rogers County Mine	Various

Company	State	County(ies)	Mine Complex/Reserve Area	Land Area Name	Contract Number
Heritage Coal Company LLC	IL	Schuyler	Unassigned	Key Mine - Rushville, IL	various
Heritage Coal Company LLC	IL	St. Clair	Unassigned	River King #3, River King #6 and Green Diamond	Various
Heritage Coal Company LLC	IL	Jefferson	Unassigned	Jefferson County Area	Various
Heritage Coal Company LLC	IL	Franklin	Unassigned	Mine 18	Various
Heritage Coal Company LLC	IL	Williamson	Unassigned	Energy - Herrin, IL	Various
Heritage Coal Company LLC	IL	Saline	Unassigned	Mine #20 and Mine #46	Various
Heritage Coal Company LLC	IL	Gallatin	Unassigned	Eagle #1	Various

**Owned Surface:**

Company	State	County(ies)	Mine Complex/Reserve Area	Land Area Name	Contract Number
Cleaton Coal Company, LLC	KY	Muhlenberg	N/A	Cleaton	2739-001
Central States Coal Reserves of KY, LLC	KY	Muhlenberg & Ohio	KY - OTHER	Muhlenberg Co. & Ohio Co.	1542-001 and 1544-001
Grand Eagle Mining, LLC	KY	Henderson	Bluegrass	Grand Eagle Surface	2440-018
Grand Eagle Mining, LLC	KY	Henderson	Bluegrass	Freedom U/G (old airshaft site)	2450-017 (deed back obligation)
Heritage Coal Company LLC	IL	Randolph	Belleville U/G	Kaskaskia Island	173-E766

Company	State	County(ies)	Mine Complex/Reserve Area	Land Area Name	Contract Number
Patriot Coal Co., L.P.	KY	Henderson	Bluegrass	Grand Eagle Surface	2430-019; 2430-026; 2430-055; 2430-066
Patriot Reserve Holdings, LLC	KY	Ohio	KY- OTHER	Beaver Dam	various
Will Scarlet Properties, LLC	ILL	Saline & Williamson	Will Scarlet	Will Scarlet	0998-001
Eastern Associated Coal, LLC	PA	Cambria	N/A	Colver	880-002
Eastern Associated Coal, LLC	PA	Westmoreland	N/A	Delmont	879-001
Eastern Associated Coal, LLC	WV	Marion	N/A	Federal No. 1	877-001
Eastern Associated Coal, LLC	WV	Monongalia	Federal No. 2	Federal No. 2	878-010
Eastern Associated Coal, LLC	WV	Monongalia	Federal No. 2	Federal No. 2	878-012
Eastern Associated Coal, LLC	WV	Monongalia	Federal No. 2	Federal No. 2	878-017
Eastern Associated Coal, LLC	WV	Monongalia	Federal No. 2	Federal No. 2	878-019
Eastern Associated Coal, LLC	WV	Monongalia	Federal No. 2	Federal No. 2	878-022
Eastern Associated Coal, LLC	WV	Monongalia	Federal No. 2	Federal No. 2	878-025
Eastern Associated Coal, LLC	WV	Monongalia	Federal No. 2	Federal No. 2	878-027
Eastern Associated Coal, LLC	WV	Monongalia	Federal No. 2	Federal No. 2	878-045
Eastern Associated Coal, LLC	WV	Monongalia	Federal No. 2	Federal No. 2	878-064
Eastern Associated Coal, LLC	WV	Monongalia	Federal No. 2	Federal No. 2	878-065

<b>Company</b>	<b>State</b>	<b>County(ies)</b>	<b>Mine Complex/Reserve Area</b>	<b>Land Area Name</b>	<b>Contract Number</b>
Eastern Associated Coal, LLC	WV	Monongalia	Federal No. 2	Federal No. 2	878-066
Eastern Associated Coal, LLC	WV	Monongalia	Federal No. 2	Federal No. 2	878-067
Eastern Associated Coal, LLC	WV	Monongalia	Federal No. 2	Federal No. 2	878-069
Eastern Associated Coal, LLC	WV	Monongalia	Federal No. 2	Federal No. 2	878-070
Eastern Associated Coal, LLC	WV	Monongalia	Federal No. 2	Federal No. 2	878-072
Eastern Associated Coal, LLC	WV	Monongalia	Federal No. 2	Federal No. 2	878-153
Eastern Associated Coal, LLC	WV	Marion	N/A	JoAnne	876-001
Eastern Associated Coal, LLC	WV	Kanawha/Powellton	N/A	Powellton	873-002
Pine Ridge Coal Company, LLC	WV	Boone	Big Mountain	Big Mountain	862-004
Eastern Associated Coal, LLC	WV	Raleigh		Sterling Smokeless	871-020
Eastern Associated Coal, LLC (by merger with Sterling Smokeless Coal Company, LLC)	WV	Raleigh	N/A	Sterling Smokeless	871-021
Robin Land Company, LLC	WV	Kanawha	Paint Creek	Paint creek	2350-021
Catenary Coal Company, LLC	WV	Kanawha	Paint Creek	Paint creek	2351-001
Robin Land Company, LLC	WV	Boone	Paint Creek	Paint creek	2350-021
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-230

<b>Company</b>	<b>State</b>	<b>County(ies)</b>	<b>Mine Complex/Reserve Area</b>	<b>Land Area Name</b>	<b>Contract Number</b>
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-230
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-230
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-230
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-230
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-230
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-230
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-228
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-230
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-230
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-246
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-345
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-230
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-236
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-237
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-243
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-243

<b>Company</b>	<b>State</b>	<b>County(ies)</b>	<b>Mine Complex/Reserve Area</b>	<b>Land Area Name</b>	<b>Contract Number</b>
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-349
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-349
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-235
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-350
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-352
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-246
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-248
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-247
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-242
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-2042
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-238-01
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-238-01
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-249
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-247
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-239

<b>Company</b>	<b>State</b>	<b>County(ies)</b>	<b>Mine Complex/Reserve Area</b>	<b>Land Area Name</b>	<b>Contract Number</b>
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-359
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-355
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-355
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-355
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-230
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-355
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-230
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-297
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-235
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-252
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-252
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-250
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-240
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-333
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-316
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-316



Company	State	County(ies)	Mine Complex/Reserve Area	Land Area Name	Contract Number
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-316
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-244, 244-01, 244-02, 244-03,
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-223
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-245
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-316
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-359
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2332-346
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-310
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-351
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-251
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-145-01
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-233
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-233
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-348, 348-01, 348-02, 348-03
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-232
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-327

<b>Company</b>	<b>State</b>	<b>County(ies)</b>	<b>Mine Complex/Reserve Area</b>	<b>Land Area Name</b>	<b>Contract Number</b>
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-231
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-226, 226-01
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-230
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-230
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-230
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-230
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-326
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-365
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-365
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-225
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-033-19
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-033-30
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-033-10

<b>Company</b>	<b>State</b>	<b>County(ies)</b>	<b>Mine Complex/Reserve Area</b>	<b>Land Area Name</b>	<b>Contract Number</b>
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-08, 033-11, 033-16
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-224-29
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-033-19
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-033-07
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-224-08
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-224-33
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-224-29
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-224-32
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	224-01, 04, 07, 08, 09, 19, 14, 15, 16, 17, 21, 22, 30
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-224
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-224-29
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-224-32
Robin Land Company, LLC	WV	Boone	Corridor G	Lincoln/Boone	2335-224-32
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-150
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-240

<b>Company</b>	<b>State</b>	<b>County(ies)</b>	<b>Mine Complex/Reserve Area</b>	<b>Land Area Name</b>	<b>Contract Number</b>
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-272
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-301
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-357
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-356
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-344
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-344
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-314
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-344
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-353
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-255
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-343
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-343
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-343
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-324
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-279
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-318

<b>Company</b>	<b>State</b>	<b>County(ies)</b>	<b>Mine Complex/Reserve Area</b>	<b>Land Area Name</b>	<b>Contract Number</b>
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-310
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-363
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-201
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-201
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-362
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-362
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-363
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-334
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-337
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-364
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-364
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-329-01
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-269
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-324
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-363
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-363

<b>Company</b>	<b>State</b>	<b>County(ies)</b>	<b>Mine Complex/Reserve Area</b>	<b>Land Area Name</b>	<b>Contract Number</b>
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-287
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-269
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-254
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-360
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-313
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-300
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-269
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-269
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-293
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-266
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	

<b>Company</b>	<b>State</b>	<b>County(ies)</b>	<b>Mine Complex/Reserve Area</b>	<b>Land Area Name</b>	<b>Contract Number</b>
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-315
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-285
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-296
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-275
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-292
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-285, 01 thru 21
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-273
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-342
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-340
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-322
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-322
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-322
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-303

<b>Company</b>	<b>State</b>	<b>County(ies)</b>	<b>Mine Complex/Reserve Area</b>	<b>Land Area Name</b>	<b>Contract Number</b>
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-322
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-291
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-290
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-264
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-319
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-264
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-288
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-307
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-322
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-322
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-322
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-305
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-305
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-256
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-311-05
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-311-05



<b>Company</b>	<b>State</b>	<b>County(ies)</b>	<b>Mine Complex/Reserve Area</b>	<b>Land Area Name</b>	<b>Contract Number</b>
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-311-05
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-338
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-324
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-338
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-324
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-239
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-268
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-331
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-324
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-324
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-338
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-335
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-335
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-335

<b>Company</b>	<b>State</b>	<b>County(ies)</b>	<b>Mine Complex/Reserve Area</b>	<b>Land Area Name</b>	<b>Contract Number</b>
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-335
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-335
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-308
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-312
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-325
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-325
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-323
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-308
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-280
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-274
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-274
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-260
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-278
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-266

<b>Company</b>	<b>State</b>	<b>County(ies)</b>	<b>Mine Complex/Reserve Area</b>	<b>Land Area Name</b>	<b>Contract Number</b>
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-339
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-335
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-271
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-267
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-302
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-302
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-258
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-258
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-258
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-259
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-258
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-261
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-258
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-258
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-258

<b>Company</b>	<b>State</b>	<b>County(ies)</b>	<b>Mine Complex/Reserve Area</b>	<b>Land Area Name</b>	<b>Contract Number</b>
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-258
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-258
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-258
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-258
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-257
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-258
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-258
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-261
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-261
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-261
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-258
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-258
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-258
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-064
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-037-01
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-258

<b>Company</b>	<b>State</b>	<b>County(ies)</b>	<b>Mine Complex/Reserve Area</b>	<b>Land Area Name</b>	<b>Contract Number</b>
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-358
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-012-01, 138-01
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-012-01, 138-01
Robin Land Company, LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2335-012-01, 138-01
Hobet Mining LLC	WV	Lincoln	Corridor G	Lincoln/Boone	2336-000001
Jupiter Holdings, LLC	WV	Boone	Jupiter	Jupiter	2325-006
Eastern Associated Coal, LLC	WV	Wyoming	Kopperston	Kopperston	865-017

**SCHEDULE 3.05(e)**

**Seller Leases and Assignments**

**Mineral Outleases:**

<b>Lessee/Sublessee</b>	<b>Lessor/Sublessor Company</b>	<b>Land Area Name</b>	<b>Contract Number</b>	<b>Doc Type</b>
Coal River Energy, LLC	Robin Land Company, LLC	Corridor G	2335-005-01	Sublease
Coal River Energy, LLC	Robin Land Company, LLC	Corridor G	2335-005-02	Sublease
Boone East Development Co.	Robin Land Company, LLC	Corridor G	2335-143-01	Lease & Sublease
Coal River Energy, LLC	Robin Land Company, LLC	Corridor G	2335-143-02	Sublease
Coal River Energy, LLC	Robin Land Company, LLC	Corridor G	2335-143-03	Sublease
Coal River Energy, LLC	Robin Land Company, LLC	Corridor G	2335-143-04	Sublease

**Surface, Lot, House and Misc. Leases:**

<b>Lessee/Sublessee</b>	<b>Lessor/Sublessor Company</b>	<b>Land Area Name</b>	<b>Contract Number</b>	<b>Doc Type</b>
Boone County Commission	Robin Land Company, LLC	Corridor G	LSE-004	Surface Lease
Garry Bowman	Robin Land Company, LLC	Corridor G	LSE-006	House Lease
Jeffrey Brock	Robin Land Company, LLC	Corridor G	LSE-007	House Lease
Phyllis Cobert	Robin Land Company, LLC	Corridor G	LSE-008	House Lease
Ralph Coffey	Robin Land Company, LLC	Corridor G	LSE-009	House Lease
Jill Kirby	Robin Land Company, LLC	Corridor G	LSE-012	Lot Lease

Lessee/Sublessee	Lessor/Sublessor Company	Land Area Name	Contract Number	Doc Type
Roger Green	Robin Land Company, LLC	Corridor G	LSE-015	House Lease
Walter Hall	Robin Land Company, LLC	Corridor G	LSE-050	Surface Lease
Tony Holstein	Robin Land Company, LLC	Corridor G	LSE-056	Surface Lease
Dola Kinder	Robin Land Company, LLC	Corridor G	LSE-021	Lot Lease
Reba Kuhn	Robin Land Company, LLC	Corridor G	LSE-022	House Lease
Karla Linville	Robin Land Company, LLC	Corridor G	LSE-023	Lot Lease
Morrisvale Missionary Baptist Church	Robin Land Company, LLC	Corridor G	2335-166-00	Surface Lease
Morrisvale Volunteer Fire Dept.	Robin Land Company, LLC	Corridor G	LSE-025	Surface Lease
Michelle Price	Robin Land Company, LLC	Corridor G	LSE-055	Lot Lease
Pina Smith	Robin Land Company, LLC	Corridor G	LSE-031	Lot Lease
Dina Vangundy	Robin Land Company, LLC	Corridor G	LSE-039	House Lease
Ruby Daugherty	Central States Coal Reserves of Kentucky, LLC	KY- other		Lot Lease
Larry Carter	Central States Coal Reserves of Kentucky, LLC	KY- other		Farm Lease
Hillard Farris	Central States Coal Reserves of Kentucky, LLC	KY- other		Farm Lease
Igleheart Farms	Central States Coal Reserves of Kentucky, LLC	KY- other		Farm Lease
Larry Roth	Heritage Coal Company, LLC	Kaskaskia Island		Farm Lease

<b>Lessee/Sublessee</b>	<b>Lessor/Sublessor Company</b>	<b>Land Area Name</b>	<b>Contract Number</b>	<b>Doc Type</b>
Walter Hazelwood	Patriot Coal Company, L.P.	Bluegrass		Farm Lease
Alan Thornton	Will Scarlet Properties, LLC	Will Scarlet		Land Lease
Greg Lewis	Will Scarlet Properties, LLC	Will Scarlet		Farm Lease
Roddy Chisler	Eastern Associated Coal, LLC	Federal 2	878-015	Surface Lease
Tina Asbury	Eastern Associated Coal, LLC (by merger with Sterling Smokeless Coal Company, LLC	Sterling Smokeless	871-002	Surface Lease
Richard Francis	Eastern Associated Coal, LLC	Federal No. 2	F-2-326	Surface Lease



**SCHEDULE 3.05(f)**

**Outstanding Options and Rights of Refusal**

1. Reverter clause in deed for Francis tract at Federal No. 2- Contract No. 878-072.
2. Deed back obligation at Freedom underground air shaft site Contract No. 2450-017.
3. Agreement for Sale of Real property dated August 25, 2008 among Eastern Royalty Corp., Eastern Associated Coal, LLC and Wellington Development- WVDT, LLC for future conveyance to Wellington of approx. 588 acres of surface including the coal refuse pile and coal refuse impoundment
4. Any other reverter provisions that may be contained in any deed of Seller's or Seller's predecessor in title for the Owned Real Property.

**SCHEDULE 3.06(a)(i)**

**Assumed Leases**

**Major Leased Property:**

Company	State	Mine Complex	Land Area Name	Contract #	Control Type	Lessor
Robin Land Company, LLC	WV	Campbells Creek	Campbells Creek/Shrewsbury	2330-002-00	LEASE	ACIN
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-001-00	LEASE	Courtney Co.
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-002-00	LEASE	Little Coal Land Co.
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-003-00	LEASE	Southern Land Co.
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-005-00	LEASE	Mohler Lumber
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-006-00	LEASE	Horse Creek Coal Land Co.
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-014-00	LEASE	Greenbrier Land Co. et. al.
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-015-00	LEASE	Greenbrier Land Co. et. al.
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-050-00	LEASE	Greenbrier Land Co.
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-099-00	LEASE	Horse Creek Land and Mining
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-120-00	LEASE	Alderson Heirs
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-143-00	LEASE	So. Appalachian
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-145-00	LEASE	Penn Virginia (formerly CC Lewis Heirs)

Company	State	Mine Complex	Land Area Name	Contract #	Control Type	Lessor
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-172-00	LEASE	ACIN
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-182-00	LEASE	Big Ugly Coal Corporation
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-205-00	LEASE	SRIR (Pocahontas Land)
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-369-00	Sublease	Coal River Energy
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	2335-370-00	Sub-sublease	Coal River Energy
Robin Land Company, LLC	WV	Corridor G	Lincoln/Boone	various smaller leases	LEASE	
Eastern Associated Coal, LLC	WV	Federal No. 2	Federal No.2	0878-078-00	LEASE	Suncrest Resources (Penn Virginia)
Jupiter Holdings LLC	WV	Jupiter/Wells	Jupiter	2325-004-00	LEASE	Cole & Crane
Robin Land Company, LLC	WV	Paint Creek	Cabin Creek	2350-003-00	LEASE	Black King
Robin Land Company, LLC	WV	Paint Creek	Cabin Creek	2350-004-00	LEASE	Kay-Ford-James
Robin Land Company, LLC	WV	Paint Creek	Cabin Creek	2350-005-00	LEASE	Southern Dickinson
Remington LLC	WV	Remington	Remington	2355-001-00	LEASE	Penn Vriginia Sublease- (Coalburg Seam-Shonk Tract 5)
Remington LLC	WV	Remington	Remington	2355-004-00	LEASE	LRPB (Coalburg seam only portion of Tract 6)- Direct Lease
Central States Coal Reserves of KY, LLC	KY	Unassigned	Henderson County (Bluegrass)	various	LEASE	Multiple
Patriot Coal Co., LP	KY	Unassigned	Henderson County (Bluegrass)	various	Surface Use Agreements	Multiple

Company	State	Mine Complex	Land Area Name	Contract #	Control Type	Lessor
Heritage Coal Company, LLC	WV	Big Mountain	Big Mountain	862-002	Lease (Office Site)	Federal Coal Company

Filing Motion with Bankruptcy Court to obtain authorization to reject these leases, as well as underlying base lease for the sublease to Pine Ridge at Big Mountain.

**Subleased Reserves:**

Company	State	Mine Complex	Land Area Name	Contract #	Control Type	Lessor
Catenary Coal Company, LLC	WV	Paint Creek	Cabin Creek	2350-017 (LH-070)	Sublease(s)	Counterparty
Apogee Coal Company, LLC	WV	Logan County	Logan County	2340-194 (AMA-362)	Sublease(s)	Counterparty
Pine Ridge Coal Company, LLC*	WV	Big Mountain	Big Mountain		Sublease(s)	Counterparty
Colony Bay Coal Company LLC	WV	Wells	Colony Bay	0630-001-00	Sublease	Counterparty
Colony Bay Coal Company LLC	WV	Wells	Colony Bay	0630-004-00	Sublease	Counterparty

\*Sublease at Big Mountain has not yet been agreed to.

**Equipment Leases:**

**Fixed Assets - Capital Leases:**

Lessor	Description	Acquisition Value	Location	S/N	Cure Amt
Caterpillar	21566-CAT 993K Loader	463,619	Hobet	Z9K00308	15,431

Lessor	Description	Acquisition Value	Location	S/N	Cure Amt
Caterpillar	20551-CAT D10T Tractor W/Ripper	240,214	Jupiter	RJG01810	7,995
General Electric Capital	CAT 16M Motor Grader	217,715	Hobet	B9H00483	-
General Electric Capital	LINE POWER 1750 KVA POWER CENTER	50,100	Federal	U3536	-
General Electric Capital	ATLAS COPCO DM-50 BLASTHOLE DRILL	152,864	Hobet	9149	-
Soc Gen	Longwall Shearer	1,311,606	Federal	LWS771	83,937

**Fixed Assets - Operating Leases:**

Lease #	Master Lessor	Lessor	Complex	Location	Description	S/N	Amt
759	Bancorp South Equipment Finance	Bancorp South Equipment Finance	Federal	Federal #2	Fletcher CDDR-13 Roof Bolter	2010164	4,369.53
759	Bancorp South Equipment Finance	Bancorp South Equipment Finance	Federal	Federal #2	Fletcher CDDR-13 Roof Bolter	2010165	4,369.53
741	Caterpillar Financial Services Corp.	Caterpillar Financial Services Corp.	Corridor G	Hobet	Integrated Tool Carrier	KZN00992	1,851.14
827	Caterpillar Financial Services Corp.	Caterpillar Financial Services Corp.	Corridor G	Hobet	Cat 994 H Large Wheel Loader	DWC00301	-
808	General Electric Capital Corp.	General Electric Capital Corp.	Corridor G	Beth Station Prep Plant	Intl Mechanics/Eq Truck, Welder Kit, Drawer Set, Vice & Hose Reel	1HTWCAAL6CJ6 11250	773.19
800	General Electric Capital Corp.	General Electric Capital Corp.	Federal	Federal #2	Joy Feeder Breaker BF-14	13130R3	1,537.76

**SCHEDULE 3.06(a)(ii)**

**Prepaid Royalties and Un-recouped Minimum Royalties<sup>2</sup>**

Company	State	Mine Complex	Land Area Name	Contract Number	Recoupable Balance May 31, 2015

<sup>2</sup> **NTD:** To be provided within 5 Business Days after the Execution Date.

**SCHEDULE 3.08(a)-(b)**

**Environmental - Compliance and Hazardous Materials**

1. The Purchased Assets are subject to mine reclamation and restoration liabilities pursuant to the Surface Mining Control and Reclamation Act (“SMCRA”) and related state laws that would be enforced after mining operations are terminated.
2. Certain of the Purchased Assets and Purchased Business have resulted in and continue to result in releases and discharges of pollutants to surface and groundwater, including without limitation, discharges that are subject to compliance costs and pollution treatment obligations.
  - A. Certain of the Purchased Assets are subject to a Modified Consent Decree, dated November 15, 2012, entered into with the Ohio Valley Environmental Coalition, Inc., the West Virginia Highlands Conservancy, and the Sierra Club, in Civil Actions No. 3:09-cv-01167 and 3:11-cv-00115 (the “Modified Consent Decree”). The Modified Consent Decree sets out obligations with respect to environmental compliance, including deadlines for the installation of water pollution control technology to address selenium discharges from subject outfalls under certain of the Transferred Permits, including National Pollutant Discharge Elimination System (“NPDES”) permits WV0099520, WV009375, WV0096962, WV1014684, WV0099392, WV1016776, WV1020889, WV1021028, WV0093751, and WV0096920, issued by the West Virginia Department of Environmental Protection (“WVDEP”). A parallel settlement with WVDEP, entered into in April 2013, adopts the same selenium compliance schedule for outfalls under these permits, resolving state civil enforcement actions brought in the Circuit Court of Boone County, West Virginia, in Civil Actions No. 07-C-3 ad 10-C-96. The Modified Consent Decree also identifies specific sites within the Paint Creek Mining Complex, Midland Trail Mining Complex, Logan County Mining Complex, Rocklick Mining Complex, Jupiter Mining Complex, and Panther Mining Complex that may require testing and treatment of selenium in the future.
  - B. Outfall 001 under NPDES Permit WV1022911, located at Surface Mine 22 within the Corridor G Mining Complex, is subject to selenium treatment obligations pursuant to a court order issued in September 2010 in Civil Action No. 3:09-cv-01167, brought by the same plaintiff parties to the Modified Consent Decree. The Modified Consent Decree extended the deadline for achieving compliance with the selenium effluent limitations established pursuant to the September 10 order.
  - C. Several of the Purchased Assets are subject to water treatment obligations based on high concentrations of regulated pollutants — e.g., iron, pH, manganese, and aluminum — before water is discharged to public waterways. Specific sites include the former Will Scarlet surface mine, former Tygart River deep mine, former Delmont mine, former Colver mine, Sunnyhill refuse area, Weatherby preparation

plant and refuse area, and several Mountain View mines.<sup>3</sup>

- D. Pursuant to a Consent Order and Agreement dated November 18, 2013 with the Pennsylvania Department of Environmental Protection and the Clean Streams Foundation, Inc., the Purchased Business contributes funds to a trust that supports water treatment operations at Barnes and Tucker Coal Company's abandoned Lancashire Number 15 Mine, adjacent to Peabody Coal Company's former Colver underground mine.
- E. In November 2014, WVDEP issued a compliance order to Eastern Associated Coal LLC, requiring increased monitoring, sampling and reporting to WVDEP under NPDES Permit WV0099015 based on exceedances of chlorides discharged under authorized permits at the Federal Mine No. 2.
3. In April 2015, the same non-governmental organizations that are party to the Modified Consent Decree filed a suit against Hobet Mining, LLC in the Southern District of West Virginia, in Civil Action No. 3:15-cv-04101. The plaintiffs allege discharges of pollutants associated with conductivity in quantities sufficient to cause biological impairment to the receiving streams in violation of the CWA, certain NPDES permits, and SMCRA.
4. On November 5, 2014, Hobet Mining LLC received a notice of intent to sue by owners of a property neighboring the Corridor G Mining Complex, alleging adverse impacts to groundwater resources. On November 6, 2014, the landowner filed a Petition for Writ of Mandamus in Lincoln County Circuit Court. On November 20, 2014, WVDEP issued a water replacement order under the West Virginia SCMRA, requiring the Sellers to provide an alternate source of potable water to landowner who issued the NOI as well as an additional landowner. The Sellers are currently in the process of arranging to provide a permanent source of water to satisfy the replacement order but have also filed an appeal of the water replacement order with the West Virginia Surface Mine Board ("SMB"). The SMB has indicated that they will not schedule an evidentiary hearing on the appeal while Sellers are in bankruptcy.
5. On April 27, 2015, five additional landowners of property neighboring the Corridor G Mining Complex sent a notice of intent to sue to the Sellers and WVDEP. The Sellers are currently in the process of arranging to provide a permanent source of water to satisfy the replacement order.
6. On June 29, 2015, WVDEP issued a water replacement order under the West Virginia SCMRA to the Sellers requiring them to provide an alternate source of potable water to a landowner near the Corridor G Mining Complex. The Sellers are currently negotiating a settlement of the landowner's complaint. Sellers also filed an appeal of WVDEP's water replacement order with the SMB on July 28, 2015. The appeal has not yet been scheduled for an evidentiary hearing.

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<sup>3</sup> Mountain View is subject to water treatment obligations under SMCRA permits S-218-75, S-38-76, S-268-76, S-193-77, S-141-79, S-38-80, S-103-80, O-21-82, D-31-82, S-6015-86, and R-753.



7. In May 2015, the Sellers received a notice of alleged SMCRA violations from owners of properties near the Kopperston mine in the Rocklick Mining Complex pursuant to West Virginia's SMCRA (West Virginia Code § 22-3-25), alleging adverse impacts to groundwater resources.
8. The former Eagle No. 2 Underground Mine in Illinois is subject to certain monitoring obligations pursuant to a Comprehensive Settlement Agreement, dated January 5, 2001 ("Eagle No. 2 Settlement"), entered into between Peabody Coal Company ("Peabody") and the Saline Valley Conservancy District ("District") to resolve litigation brought by the District alleging, among other things, that groundwater resources had been impacted by sulfates deriving from past mining activities. The Sellers assumed ownership of the Eagle No. 2 Underground Mine and the Eagle No. 2 Settlement obligations from Peabody pursuant to the execution of the Peabody Separation Agreement, dated October 22, 2007. The Eagle No. 2 Settlement required the implementation of a Groundwater Monitoring and Mitigation Plan to address the sulfate conditions, and the maintenance of a performance guarantee in the form of a bond in the amount of \$1,750,000 to secure the obligations under this plan. The Sellers have sought to terminate these groundwater monitoring and mitigation obligations, based on recent groundwater monitoring results, and termination efforts remain subject to ongoing litigation with the District and the Illinois EPA.
9. The Sellers have received claims regarding subsidence issues land in the vicinity of certain former underground mining sites. Most of the subsidence claims brought against relate to former Peabody operations in Illinois and Kentucky. Most recently, the Sellers received a notice from the Illinois Department of Natural Resources, dated July 14, 2015, regarding potential subsidence issues in the vicinity of the former Peabody Mine No. 10.
10. Water is pumped from the Beckley Mine Complex in order to avoid flooding other mining complexes and nearby infrastructure.
11. In January 2014, Robin Land Company, LLC received a Notice of Intent to sue from environmental advocates alleging unpermitted discharges from the Chestnut Flats Surface Mine and Wylo Surface Mine. To date, no suit has been filed.
12. Matters arising under Environmental Laws or involving Hazardous Materials identified on Schedule 3.13(a) are hereby incorporated by reference.
13. The Purchased Business and Purchased Assets have been subject to notices of violation, notices to comply, reportable releases, Actions, orders, consent decrees, and other proceedings related to environmental matters. Such matters were identified in the Company's Statement of Financial Affairs filed in July 2015. All other responsive matters are set forth in the tables below.

**Notices of Violation:**

Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Hobet Mining, LLC	S-5003-96	WVDEP	8/10/15	Failed to maintain effluent limits as set forth in the NPDES Program, in that Outlet 7 Selenium was 20.7. This is a Category I outlet that came back to the regular limits of 4.7 to 8.2 on March 15, 2015, as per the Consent Order.	Open	N/A	N/A	Open.
Hobet Mining, LLC	S-5004-04	WVDEP	8/10/15	Company failed to maintain effluent limitations as set forth in the NPDES program, in that the Selenium at Outlet 6 was 15.5 ug/l. This is a Category I outlet and came back in the regular limits of 4.7 to 8.2 on March 15, 2015.	Open	N/A	N/A	Open.
Eastern Associated Coal, LLC	D-84-82	WVDEP	8/11/15	Permittee failed to maintain sediment/drainage control structures in that Permittee discharged discolored water from sumps along main haulroad discoloring Skin Fork to its confluence with Pond Fork.	Open	N/A	N/A	Open.
Hillside Mining Company LLC	U-5049-92	WVDEP	7/15/15	Failed to initiate final backfilling and regrading of the mine site within 180 days of completion of underground mining operations.	Open	N/A	N/A	Extended to 8/20/15.

<sup>4</sup> For purposes of this Schedule, “abated” indicates that corrective actions were taken in the field, but does not describe regulatory status.

Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Jupiter Holdings LLC	S-5009-00	WVDEP	7/15/15	Created off-site damage extending from the west end of sediment ditch H approximately 1000 feet downstream to rail lines adjacent to pond fork, depositing alluvial material off-site and creating a gully 75 feet wide and 6 feet deep following a reported rainfall of 1.97" in 6 hours.	\$0	N/A	Cessation Order	Abated 7/18/15
Eastern Associated Coal, LLC	U-19-83	WVDEP	7/15/15	The Company did not obtain a revision to the subsidence control plan that covered all of the area near revision 24 that was being mined. Sections of the gates and mains went outside the approved boundaries.	Open	N/A	N/A	Open.
Eastern Associated Coal, LLC	U-19-83	WVDEP	7/15/15	The Permittee engaged in surface mining outside of the permit boundaries by constructing several de-gas and sampling boreholes without obtaining an IBR or permit first.	Open	N/A	N/A	Open.
Jupiter Holdings LLC	S-5009-00	WVDEP	7/19/15	Permittee failed to maintain the outslope berm of sediment ditch H. The berm failed approximately 450 feet southeast of outlet 012 causing off-site damages approximately 1000 feet downstream to rail lines adjacent to Pond Fork, depositing alluvial material off-site and creating a gully 75 feet wide and 6 feet deep following a report of 1.97 inches of rainfall in 6 hours.	Open	N/A	N/A	Extended

Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Wildcat, LLC	S-3006-00	WVDEP	7/22/15	Company failed to pass all runoff from storm event through approved sediment control structure when the ditch below recent reclamation breached and released water and solids into Joes creek.	Open	N/A	N/A	Open.
Pine Ridge Coal Company, LLC	U-5053-91	WVDEP	7/30/15	Permittee failed to request inactive status 30 days preceding the expiration date of the initial time period granted for inactive status. Approved inactive status expired on July 29, 2015.	\$0	N/A	N/A	Open.
Hobet Mining, LLC	S-5002-07	WVDEP	6/16/15	Company failed to provide Susie Elkins, Katrice Midkiff, and Jason Hager with a temporary supply of running water within 72 hours as ordered, in that no tanks were installed and plumbed to provide running water.	\$0	N/A	N/A	Vacated.
Hobet Mining, LLC	S-5002-03	WVDEP	6/26/15	Company failed to maintain effluent limitations as set forth in the NPDES program, in that a selenium sample was taken for a notice to comply at outlet 3, and the results for the sample were 24 ug/l. This outlet is a category I and came back to the original limits of 4.7 to 8.2 on March 15, 2015.	Open	N/A	N/A	Extended

Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Hobet Mining, LLC	S-5003-96	WVDEP	6/26/15	Company failed to maintain effluent limitations as set forth in the NPDES program, in that a selenium sample was taken for a notice to comply at outlet 2, 6, and 41, and the results for these outlets were 31.4, 11.1, and 13.6 ug/l respectively. These outlets are category I and came back to the original limits of 4.7 to 8.2 on March 15, 2015.	Open	N/A	N/A	Extended
Hobet Mining, LLC	S-5026-89	WVDEP	6/26/15	Company failed to maintain effluent limitations as set forth in the NPDES program, in that a selenium sample was taken for a notice to comply at outlet 45, and the results for the sample were 17.7 ug/l. This outlet is a category I and came back to the original limits of 4.7 to 8.2 on March 15, 2015.	Open	N/A	N/A	Open.
Apogee Coal Company, LLC	S-5007-01	WVDEP	6/30/15	Company failed to pay blasting fees for 1st quarter 2015.	\$0	N/A	N/A	Abated 7/27/15
Apogee Coal Company, LLC	S-5006-05	WVDEP	6/30/15	Company failed to pay blasting fees for 1st quarter 2015.	\$0	N/A	N/A	Abated 7/27/15
Wildcat, LLC	S-3006-00	WVDEP	4/27/15	Company failed to place blasting signs.	\$298	N/A	N/A	Abated 4/30/15

Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Wildcat, LLC	S-3016-06	WVDEP	5/8/15	Permittee/Operator failed to construct and certify sediment control in the component drainage areas of the permit prior to surface mining activities in that component drainage area.	Open	N/A	N/A	Open.
Wildcat, LLC	S-3016-06	WVDEP	5/8/15	Permittee/Operator failed to maintain a certified haul road for coal haulage.	Open	N/A	N/A	Open.
Wildcat, LLC	S-3016-06	WVDEP	5/8/15	Permittee/Operator failed to follow the permit conditions as specified in attachment N-4 of the approved permit.	Open	N/A	N/A	Open.
Wildcat, LLC	S-3016-06	WVDEP	5/11/15	Failed to minimize the disturbance to the hydrologic balance within the permit and adjacent areas.	Open	N/A	N/A	Open.
Wildcat, LLC	S-3016-06	WVDEP	5/11/15	Failed to follow conditions in the approved NPDES/GPP permit.	Open	N/A	N/A	Open.
Wildcat, LLC	S-3016-06	WVDEP	5/11/15	Failed to protect off-site areas from damage occurring during surface mining operations.	Open	N/A	N/A	Open.
Wildcat, LLC	S-3016-06	WVDEP	5/11/15	Permittee failed to conduct all surface coal mining and reclamation operations only as described in the approved application.	Open	N/A	N/A	Open.
Eastern Associated Coal, LLC	U-19-83	WVDEP	5/14/15	Company failed to protect off-site areas from damage in that several slips have developed along the access road to the 10 right Thomas Run Shaft.	\$1160	N/A	N/A	Extended

Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Hobet Mining, LLC	S-5012-12	WVDEP	5/19/15	Company failed to construct a drainage system prior to commencement of surface mining operations in that tree had already been cut creating disturbance before constructing sediment control.	\$0	N/A	N/A	Vacated.
Hobet Mining, LLC	S-128-78	WVDEP	4/9/15	Permittee failed to maintain effluent limitations as set forth in the NPDES program in that outlet 026 exceeded the max for total manganese, outlet 027 exceeded the total for aluminum, and outlet 037 exceeded the max for total aluminum.	\$406	N/A	N/A	Abated 5/4/15
Hobet Mining, LLC	O-6-81	WVDEP	4/9/15	Permittee failed to maintain effluent limitations as set forth in the NPDES program in that outlet 004 exceeded the approved max for selenium.	\$438	N/A	N/A	Abated 7/1/15
Hobet Mining, LLC	S-5003-96	WVDEP	4/10/15	Company failed to properly construct the sediment control in accordance with the approved pre-plan, in that a sediment control structure was constructed on the access road to control runoff from the haul road without approval.	\$0	N/A	N/A	Abated 7/1/15
Hobet Mining, LLC	S-106-77	WVDEP	4/20/15	Permittee has failed to maintain diversion ditch/"working ditch", parallel to access road, in accordance with the approved permit.	\$0	N/A	N/A	Abated 4/24/15

Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Hobet Mining, LLC	S-5008-06	WVDEP	4/24/15	Company failed to minimize the disturbance to the prevailing hydrologic balance at the mine site and in the associated off-site area, in that the discharge from BCR outlet 3 caused conditions not allowable in state waters, causing a milky white discoloration down Mud River for approximately 1.5 to 2 miles; then a cloudy discoloration to the river evident to Mud River Lake. Also caused a white precipitate in the bottom of Berry Branch and Mud River for approximately 1 mile.	\$701	N/A	N/A	Extended
Hobet Mining, LLC	S-5033-08	WVDEP	3/13/15	Company failed to follow the approved plan in that the Company placed spoil material outside the bonded area.	\$475	N/A	N/A	Abated 6/8/15
Hobet Mining, LLC	S-5033-08	WVDEP	3/16/15	Company failed to maintain sediment ditch in that there was not adequate freeboard and water was overtopping the berm.	\$960	N/A	N/A	Abated 3/26/15
Jupiter Holdings LLC	S-5009-00	WVDEP	2/18/15	Permittee placed debris and spoil downslope just southeast of outlet 12 in drainage area H, where the natural ground slope exceeds 20 degrees.	\$625	N/A	N/A	Abated 3/30/15
Catenary Coal Company, LLC	S-3015-02	WVDEP	2/5/15	Blast was set off in which the time on the monitoring log did not match the time on the blast log. The Company also monitored at the wrong location.	\$398	N/A	N/A	Abated 2/20/15
Catenary Coal Company, LLC	S-3004-95	WVDEP	2/5/15	The Company failed to seismic monitor two blasts. The Company also failed to attach seismic data within 24 hours of the blast on several logs.	\$298	N/A	N/A	Abated 2/20/15



Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Hobet Mining, LLC	S-5002-03	WVDEP	2/5/15	Company failed to follow the approved plan in that construction of the BCR was started before the revisions was approved.	\$0	N/A	N/A	Abated 3/9/15
Hobet Mining, LLC	S-5016-92	WVDEP	2/12/15	Company failed to follow the approved plan in that construction of the BCR was started before the revisions was approved.	\$0	N/A	N/A	Abated 3/23/15
Hobet Mining, LLC	S-5003-96	WVDEP	2/12/15	Company failed to follow the approved plan in that construction of the BCR was started before the revisions was approved.	\$0	N/A	N/A	Fact vacated.
Apogee Coal Company, LLC	U-5026-92	WVDEP	1/8/15	Permittee failed to certify diversion ditches: DD2A, DD2B, DD1C, and DD2C.	\$640	N/A	N/A	Abated 3/20/15
Heritage Coal Company, LLC	D-325	KDNR	1/16/15	Permittee failed to submit the required surface water monitoring reports for December 29, 2014 for T-8c, TC-8, and T-19.	unknown	N/A	N/A	Terminated.
Eastern Associated Coal, LLC	0-124-83	WVDEP	1/18/15	Failure to treat drainage to reduce toxic content before being released into water courses in that while cleaning up loose coal at the prep plant, the sediment sump's pump failed.	\$375	N/A	N/A	Abated 1/18/15
Hobet Mining, LLC	S-5033-08	WVDEP	12/2/14	Failed to complete backfilling and rough grading within 180 days of final mineral removal in DA-21.	\$440	N/A	N/A	Abated 6/5/15
Hobet Mining, LLC	S-5033-08	WVDEP	12/2/14	Failed to construct and certify regarded drainage structures in drainage areas DA-1 and DA-2 (partial) within 1000 feet of the active pit.	\$0	N/A	N/A	Vacated.

Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Jupiter Holdings LLC	S-5009-00	WVDEP	12/9/14	Failed to pass all runoff from the disturbed area through a sedimentation control system in that the Permittee disturbed areas in the far south ridge on the south side of proposed VF no. 5 with no constructed and certified sediment control.	\$1406	N/A	N/A	Terminated.
Apogee Coal Company, LLC	S-5005-93	WVDEP	11/18/14	Failed to submit permit renewal application prior to the required 120 day submittal deadline per referenced WV code and regulations.	\$0	N/A	N/A	Fact vacated.
Catenary Coal Company, LLC	S-3015-02	WVDEP	11/24/14	Company detonated a blast after legal sunset.	\$806	N/A	N/A	Abated 1/6/15
Eastern Associated Coal, LLC	U-19-83	WVDEP	9/24/14 (received 10/2/14)	Failure to minimize disturbance to hydrologic balance within the permit and adjacent areas in that the Company discharged water from outlet 026 with a chloride level of 1632 mg/l. This contributed to a fish kill in Miracle Run.	\$2248	N/A	Cessation Order	Modified to NOV listed below.
Eastern Associated Coal, LLC	U-19-83	WVDEP	9/25/14 (received 10/2/14)	Failure to maintain the hydrologic balance in that the Company discharged a chloride level of 1632 mg/l.	\$1298	N/A	N/A	Abated 11/26/14
Eastern Associated Coal, LLC	65131701	PADEP	8/20/14 (received 9/16/14)	Second quarter water monitoring showed the discharge of aluminum was over the allowable effluent limit for April 2014.	unknown	N/A	N/A	Abated 8/20/14
Patriot Coal Company LP	851-0042	KDNR	9/16/14	Failed to submit the required annual certification of maintenance of impoundment #9.	unknown	N/A	N/A	Abated 10/20/14

Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Catenary Coal Company, LLC	S-3035-93	WVDEP	7/28/14 (received 8/15/14)	Failed to provide adequate drainage control measures for the infrequently used access road into Rockhouse Hollow.	\$280	N/A	N/A	Abated 8/15/14
Kanawha Eagle Coal, LLC	S-3001-95	WVDEP	6/30/14 (received 7/1/14)	Failed to protect off-site areas from slides and/or other transported materials in the area above and below overland conveyor belt #2 zone as well as areas below SD-26.	\$960	N/A	N/A	Abated 8/28/14
Eastern Associated Coal, LLC	U-19-83	WVDEP	7/2/14	Engaged in surface mining outside the permit boundaries, in that an emulsion injection facility was constructed prior to approval of IBR No. 79.	\$1424	N/A	N/A	Abated 10/30/14
Eastern Associated Coal, LLC	U-19-83	WVDEP	7/2/14	Engaged in surface mining outside the permit boundaries, in that an emulsion injection facility was constructed prior to approval of IBR No. 80.	\$1524	N/A	N/A	Abated 8/21/14
Catenary Coal Company, LLC	S-3004-08	WVDEP	5/29/14 (received 6/5/14)	Exceeded the maximum pounds allowed per any 8 milli-second delay. Also failed to monitor at a power tower when the maximum pounds allowed were exceeded.	\$753	N/A	N/A	Abated 6/13/14
Catenary Coal Company, LLC	S-3008-00	WVDEP	5/29/14 (received 6/5/14)	Failed to seismic monitor on several blasts when the maximum pounds allowed per delay was exceeded to a gas line.	\$120	N/A	N/A	Abated 6/13/14
Heritage Coal Company, LLC	34	ILDNR	5/19/14	Failure to comply with performance requirements in Department's letters dated April 11, 2014 and April 25, 2014 in violation of 62 Il. Adm. Code 1817.121(c)(2).	unknown	N/A	N/A	None identified

Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Hobet Mining, LLC	S-5011-01	WVDEP	5/29/14	Failed to maintain effluent limitations as set forth in the NPDES program or other applicable water quality standards in that outlet 50 was discharging discolored water.	\$495	N/A	N/A	Abated 5/30/14
Catenary Coal Company, LLC	S-3024-90	WVDEP	4/2/14	Failed to protect offsite areas from slides or damage occurring during surface mining activities.	\$650	N/A	N/A	Abated 4/24/14
Hobet Mining, LLC	S-5008-06	WVDEP	4/3/14	Failed to follow permit conditions in that two pipes were installed in polishing pond 2 and not permitted. Also material was placed off permitted area.	\$440	N/A	N/A	Abated 5/7/14
Pine Ridge Coal Company, LLC	O-69-83	WVDEP	4/3/14	Failed to keep the embankment free of trees and shrubs.	\$600	N/A	N/A	Abated 6/27/14
Pine Ridge Coal Company, LLC	O-76-82	WVDEP	4/10/14	Failed to maintain water quality standards in that iron deposition occurred in the stream bed of west fork of Pond Fork and along the road ditch along County Road 26.	\$1000	N/A	N/A	Abated 8/27/14
Hobet Mining, LLC	O-5010-97	WVDEP	4/15/14	Failed to properly maintain the approved haulroad, in that the road failed to have a durable surface to prevent erosion and siltation and the ditches were full of sediment.	\$800	N/A	N/A	Abated 5/21/14
Jupiter Holdings LLC	S-5009-00	WVDEP	4/17/14	Rock materials from the mining process were discovered downslope of sediment ditch SD-11 in the crow's nest area.	\$538	N/A	N/A	Abated 4/28/14
Patriot Coal Company LP	851-0042	KDNR	3/4/14	Failed to conduct the required annual certification of maintenance on Basin 7 within the appropriate time frame.	Unknown	N/A	N/A	N/A

Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Patriot Coal Company LP	851-0045	KDNR	3/4/14	Failed to conduct the required annual certification of maintenance on Basin 44-3 within the appropriate time frame.	Unknown	N/A	N/A	N/A
Hobet Mining, LLC	S-5016-92	WVDEP	3/5/14	Failed to minimize disturbance to the hydrological balance in that muddy water was running off the access road at Pond 33 and into the stream.	\$600	N/A	N/A	Abated 4/1/14
Pine Ridge Coal Company, LLC	O-69-83	WVDEP	3/17/14	Failed to request extension of inactive status within 30 days preceding the expiration of the initial time period granted for inactive status. Inactive status expiration date was 10/13/2013.	\$244	N/A	N/A	Abated 4/3/14
Pine Ridge Coal Company, LLC	O-14-83	WVDEP	3/17/14	Failed to request extension of inactive status within 30 days preceding the expiration of the initial time period granted for inactive status. Inactive status expiration date was 10/13/2013.	\$344	N/A	N/A	Abated 4/3/14
Apogee Coal Company, LLC	S-5006-05	WVDEP	2/21/14	Permittee failed to properly construct sediment ditches SD-41, SD-40 and SD-39 in that there were no cells constructed, only a poorly constructed out-slope berm.	\$2001	N/A	N/A	Abated 6/4/14
Apogee Coal Company, LLC	S-5006-05	WVDEP	2/21/14	Permittee failed to prevent water from discharging over the face of valley fill #3.	\$1521	N/A	N/A	Abated 7/10/14
Apogee Coal Company, LLC	S-5007-01	WVDEP	2/21/14	Permittee failed to properly construct sediment control structures as in the approved plans at the crest of valley fill 1A.	\$1501	N/A	N/A	Abated 8/12/14

Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Apogee Coal Company, LLC	S-5079-86	WVDEP	2/21/14	Permittee failed to complete backfilling and rough grading within 180 days of final coal removal in drainage areas 59 and 58.	\$1401	N/A	N/A	Abated 7/9/14
Hobet Mining, LLC	S-5002-07	WVDEP	2/20/14	Blaster exceeded air blast limits due to a blow out of a hole.	\$455	N/A	N/A	Abated 2/20/14
Eastern Associated Coal, LLC	O-124-83	WVDEP	1/10/14	Discharged coal sediment laden water into Miracle Run and discolored 3,000 foot section of the stream.	\$855	N/A	N/A	Abated 1/10/14
Pine Ridge Coal Company, LLC	O-14-83	WVDEP	1/16/14	Failed to follow permit conditions in that groundwater protection plan is not being followed.	\$0	N/A	N/A	Abated 1/30/14
Hobet Mining, LLC	S-5016-92	WVDEP	1/20/14	Company failed to minimize disturbance to the hydrologic balance in that visibly discolored water discharged from outlet 084.	\$1173	N/A	N/A	Abated 1/21/14
Mountain View Coal Company, LLC	S-103-80	WVDEP	10/21/13	Failure to minimize the disturbance to the hydrologic balance at the mine site and associated off-site areas in that an excessive amount of caustic from treatment tank at outlet 003 caused an exceedance in pH effluent limits	\$0	N/A	N/A	Fact vacated.
Apogee Coal Company, LLC	S-5005-93	WVDEP	9/06/13	The discharge from outlet 001 over the course of time impaired the receiving stream slab form in that an unknown sludge was deposited on the stream floor with a depth of 8.5 inches in the upper reach of the stream, and bank along with foaming in the stream.	\$1630	N/A	N/A	Abated 11/18/14

Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Patriot Coal Company LP	851-0038	KDNR	9/26/13	The sediment levels in Structures 2 and 4 have exceeded the approved elevation as set forth in the permit plan. The annual certifications reported both basins having zero percent storage capacity.	unknown	N/A	N/A	Abated 12/20/13
Pine Ridge Coal Company, LLC	U-5053-91	WVDEP	9/26/13	Ceased mining and reclamation operations for more than 30 days without obtaining inactive status.	\$0	N/A	N/A	Fact vacated.
Apogee Coal Company, LLC	O-110-83	WVDEP	8/9/13	Permittee failed to comply with the provisions as set forth in revisions 12 in that the Permittee failed to monitor pumping activities every four hours at outlet 002.	\$228	N/A	N/A	Abated 8/6/13
Hobet Mining, LLC	S-5033-08	WVDEP	8/20/13	Permittee failed to follow permit conditions in that the material handling plan (Section O-8) is not being followed.	\$960	N/A	N/A	Abated 11/20/13
Hobet Mining, LLC	S-5003-96	WVDEP	8/27/13	Permittee failed to maintain effluent limitations as set forth in the NPDES Program in that the Se discharge at outlet 044 was 25.7	\$660	N/A	N/A	Abated 9/15/14
Apogee Coal Company, LLC	U-32-83	WVDEP	8/28/13	Permittee failed to protect the hydrologic balance in that the discharge from outlet 022 stained the receiving stream in north Mudlick Branch.	\$1000	N/A	N/A	Abated 9/20/13
Hobet Mining, LLC	S-32-85	WVDEP	7/2/13	Failed to ensure that the underdrain system in the fill was maintained in a manner that controls infiltration & entrapment of water within the fill and the underdrain system and rock core can adequately carry the seepage of water.	\$270	N/A	N/A	Abated 12/5/13

Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Hobet Mining, LLC	S-5033-08	WVDEP	7/19/13	Failed to maintain effluent limits as set forth in the NPDES permit in that Se at outlet 022 exceeded limits.	\$578	N/A	N/A	Abated 7/25/13
Catenary Coal Company, LLC	S-3015-02	WVDEP	6/7/13	Several shots exceeded PPV.	\$295	N/A	N/A	Abated 7/11/13
Apogee Coal Company, LLC	S-5006-05	WVDEP	6/11/13	Failed to install sediment control to the north of the CC cross-section as shown on the IBC No. 6 Proposal and Drainage Map.	\$31600	N/A	Cessation Order	Abated 6/21/13
Pine Ridge Coal Company, LLC	U-5002-00	WVDEP	6/11/13	Failed to minimize disturbance to the hydrologic balance within the permit and adjacent areas in that Permittee allowed discharge of an unknown chemical to be released; excessive foaming at outlet 046.	\$0	N/A	N/A	Fact vacated.
Hobet	S-128-78	WVDEP	6/17/13	Failed to maintain effluent limitations as set forth in the NPDES program in that total manganese at outlet 038 exceeded limits.	\$878	N/A	N/A	Abated 6/28/13
Apogee Coal Company, LLC	S-5006-05	WVDEP	6/21/13	Failed to install sediment control to the north of the CC cross-section as shown on the IBC No. 6 Proposal and Drainage Map (modification of cessation order on 6/11/13).	\$2870	N/A	N/A	Abated 9/26/13
Jupiter Holdings LLC	S-5009-00	WVDEP	5/16/13	Inactive status has expired and reclamation is not contemporaneous.	\$900	N/A	N/A	Abated 1/21/14
Hobet Mining, LLC	S-5002-07	WVDEP	4/3/13	A blast cast flyrock beyond the permitted area; the rock landed 25 feet from a residence.	\$2360	N/A	Cessation Order	Abated 4/4/13



Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Hobet Mining, LLC	S-5002-07	WVDEP	4/4/13	Modify IHCO to NOV.	\$838	N/A	N/A	Abated 4/23/13
Hobet Mining, LLC	S-128-78	WVDEP	3/26/13 (received 4/5/13)	Failed to maintain effluent limits in that outlet 039 exceeded NPDES limits for manganese and aluminum.	\$865	N/A	N/A	Abated 5/17/13
Apogee Coal Company, LLC	S-5006-05	WVDEP	4/5/13	Failed to follow permit conditions as detailed in Rev 13 in that the active shot material was not saturated with water prior to digging.	\$1960	N/A	N/A	Abated 7/25/13
Apogee Coal Company, LLC	S-5006-05	WVDEP	4/10/13	Failed to properly construct and or maintain sediment ditches 16,17,18,19, and 20.	\$1721	N/A	N/A	Abated 10/22/13
Apogee Coal Company, LLC	S-5006-05	WVDEP	4/10/13	Placed soil and debris on the downslope where the natural ground slope exceeds 20 degrees in drainage areas SW16, SW17, SW18, SW19, and SW20.	\$2344	N/A	N/A	Abated 10/22/13
Eastern Associated Coal, LLC	65831701	PADEP	3/14/13	Failed to meet effluent limitations at pond outfall 001A.	unknown	N/A	N/A	Abated 3/14/13
Apogee Coal Company, LLC	U-32-83	WVDEP	3/18/13	Permittee failed to protect the hydrologic balance in that the discharge from outlet 002 stained the receiving stream and continues to the confluence of Rum Creek.	\$788	N/A	N/A	Abated 3/26/13
Hobet Mining, LLC	S-5011-01	WVDEP	3/26/13	Failed to follow approved permit in that the Company failed to backfill and regrade within 180 days.	\$760	N/A	N/A	Abated 7/18/13

Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Apogee Coal Company, LLC	S-5006-05	WVDEP	2/18/13	Failed to control fugitive dust from leaving the permit area, thereby causing damages to off-site areas. Plan submitted to control fugitive dust not effective.	\$21525	N/A	Cessation Order	Abated 2/23/13
Catenary Coal Company, LLC	S-3015-02	WVDEP	2/19/13	Exceeded PPV with a reading of 4.8 in per sec, blaster did not use GPS to find location and seismograph readings not attached within 24 hours.	\$180	N/A	N/A	Abated 3/20/13
Colony Bay Coal Company, LLC	S-5022-94	WVDEP	2/21/13	Failed to follow permit conditions in that cleanings from road sumps were placed outside berm and along roadway.	\$563	N/A	N/A	Abated 3/7/13
Apogee Coal Company, LLC	S-5007-01	WVDEP	2/25/13	Failed to properly construct and/or maintain sediment ditch 3/4 in that the sediment ditch was completely blocked near outlet 004.	\$1006	N/A	N/A	Abated 3/7/13
Eastern Associated Coal, LLC	U-143-82	WVDEP	1/7/13	Failed to follow the approved subsidence control plan.	\$500	N/A	N/A	Abated 3/25/13
Pine Ridge Coal Company, LLC	O-69-83	WVDEP	1/10/13	Failed to pursue and obtain approval of inactive status.	\$180	N/A	N/A	Abated 1/24/14
Pine Ridge Coal Company, LLC	O-14-83	WVDEP	1/10/13	Failed to pursue and obtain approval of inactive status.	\$293	N/A	N/A	Abated 1/24/13
Hobet Mining, LLC	S-5004-04	WVDEP	1/11/13	Failed to follow approved plan in that a Se treatment system was constructed below pond No. 2 and no revision was submitted.	\$0	N/A	N/A	Withdra wn.

Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Apogee Coal Company, LLC	S-5006-05	WVDEP	1/15/13	Failed to prevent short circuiting in pond 2 in that there is a leak at the inslope of the embankment on the north end of the pond and other undetermined locations.	\$769	N/A	N/A	Abated 8/30/13
Hobet Mining, LLC	S-5027-99	WVDEP	1/17/13	Failed to protect off-site areas from surface mining operations in that damage was caused to off-site areas below a temporary sediment ditch in DA-100.	\$500	N/A	N/A	Abated 3/22/13
Apogee Coal Company, LLC	S-5006-05	WVDEP	1/23/13	Failed to protect off-site areas from surface mining operations in that dust from the mining operation was allowed to deposit on residents' homes and vehicles.	\$1795	N/A	N/A	Modified to Consent Order #15
Apogee Coal Company, LLC	S-5005-93	WVDEP	12/3/12	Discharged discolored water from outlet 001 into slab fork of rum creek, discoloring slab fork and downstream in Rum Creek.	\$1238	N/A	N/A	Abated 12/6/12
Catenary Coal Company, LLC	S-3004-08	WVDEP	12/6/12	Failed to protect offsite areas from blasting in that flyrock left the bonded area.	\$410	N/A	N/A	Abated 1/4/13
Apogee Coal Company, LLC	S-5006-05	WVDEP	12/6/12	Failed to prevent short circuiting in pond 2 in that there is a leak in the inslope of the embankment on the opposite side of the spillway.	\$0	N/A	N/A	Withdrawn
Apogee Coal Company, LLC	S-5006-05	WVDEP	12/11/12	Exceeded blast limits of 133 dBs in that seismograph recording was 136 dBs.	\$878	N/A	N/A	Abated 12/19/12
Apogee Coal Company, LLC	S-5007-01	WVDEP	12/13/12	Placed spoil and debris where the natural ground slope exceeds 20 degrees.	\$1418	N/A	N/A	Abated 12/20/12

Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Apogee Coal Company, LLC	S-5006-05	WVDEP	11/15/12	Discharged gray water through pond 3, outlet 016 into Garland Fork, discoloring 1.1 miles of Garland Fork and 1 mile in Spruce Fork.	\$1824	N/A	N/A	Abated 11/30/12
Apogee Coal Company, LLC	S-5006-05	WVDEP	10/18/12	Placed spoil and debris on the natural ground where the slope exceeds 20 degrees in that material was placed downslope in DA SW 21 and SW 22.	\$1214	N/A	N/A	Abated 12/3/12
Apogee Coal Company, LLC	S-5007-01	WVDEP	9/11/12	Failed to protect offsite area in that several large rocks were deposited outside of the permit area.	\$956	N/A	N/A	Abated 10/4/12
Patriot Coal Company LP	851-0045	KDNR	9/13/12	Failed to achieve the required reclamation within the specified time frame of 180 days since last coal removal on the pit south of the creek on increment 9.	unknown	N/A	N/A	Abated 2/13/13
Hobet Mining, LLC	S-5002-07	WVDEP	9/28/12	Discharged discolored water into Stonecoal and Berry Branch.	\$1100	N/A	N/A	Abated 10/2/12
Hobet Mining, LLC	S-5002-07	WVDEP	9/28/12	Failed to construct and certify sediment control ditch in sections of 1000 feet or less as measured from the active pit.	\$0	N/A	N/A	Fact vacated.
Hobet Mining, LLC	S-5002-07	WVDEP	9/28/12	Failed to remain current on phases, in that phase map shows permit is in phase 4, but all reclamation in phase 3 is not completed.	\$0	N/A	N/A	Fact vacated.
Hobet Mining, LLC	S-128-78	WVDEP	8/6/12	Failed to submit decant certification and receive approval by WVDEP prior to pumping slurry into the impoundment.	\$428	N/A	N/A	Abated 8/8/12

Entity	Permit Number	Agency	Date of Notice	Summary of Notice	Penalty	Admin. File No.	Admin/Judicial Action	Status <sup>4</sup>
Hobet Mining, LLC	S-128-78	WVDEP	8/6/12	Failed to minimize attendant air pollution to the best extent technologically practicable	\$650	N/A	N/A	Abated 8/6/12

**Notices to Comply with NPDES Discharge Limits:**

Entity	Agency	Date of Notice	NPDES Permit	Outlet	Parameter of Concern	Period Covered
Hobet Mining, LLC	WVDEP	12/13/2013	WV009392	036	Selenium	1Q13
Hobet Mining, LLC	WVDEP	12/13/2013	WV1022911	001	Selenium	1Q13
Hobet Mining, LLC	WVDEP	12/13/2013	WV1021028	006	Selenium	1Q13
Hobet Mining, LLC	WVDEP	12/13/2013	WV1020889	003	Selenium	1Q13
Hobet Mining, LLC	WVDEP	12/13/2013	WV1016776	001,002,004,006,041,044,050	Selenium	1Q13
Hobet Mining, LLC	WVDEP	12/17/2013	WV009392	036,045,084	Selenium	2Q13
Hobet Mining, LLC	WVDEP	12/17/2013	WV1021028	006	Selenium	2Q13
Hobet Mining, LLC	WVDEP	12/17/2013	WV1022911	001	Selenium	2Q13
Hobet Mining, LLC	WVDEP	12/17/2013	WV1020889	003	Selenium	2Q13
Hobet Mining, LLC	WVDEP	12/17/2013	WV1016776	001,002,004,006,041,044,050	Selenium	2Q13
Hobet Mining, LLC	WVDEP	2/20/2014	WV1022911	001	Selenium	3Q13
Hobet Mining, LLC	WVDEP	5/9/2014	WV009392	045,084	Selenium	4Q13

Entity	Agency	Date of Notice	NPDES Permit	Outlet	Parameter of Concern	Period Covered
Hobet Mining, LLC	WVDEP	5/9/2014	WV1022911	001	Selenium	4Q13
Hobet Mining, LLC	WVDEP	7/17/2014	WV1022911	001	Selenium	1Q14
Hobet Mining, LLC	WVDEP	10/14/2014	WV009392	034.036,079,084	Selenium	2Q14
Hobet Mining, LLC	WVDEP	7/17/2014	WV1022911	001	Selenium	2Q14
Hobet Mining, LLC	WVDEP	4/2/2015	WV009392	045,079,084	Selenium	3Q14
Hobet Mining, LLC	WVDEP	4/2/2015	WV1016776	001,002,004,006,041,050	Selenium	3Q14
Hobet Mining, LLC	WVDEP	4/2/2015	WV1020889	003	Selenium	3Q14
Hobet Mining, LLC	WVDEP	4/2/2015	WV1021028	006	Selenium	3Q14
Hobet Mining, LLC	WVDEP	5/12/2015	WV1021028	006	Selenium	4Q14
Hobet Mining, LLC	WVDEP	5/12/2015	WV1020889	003. 005	Selenium	4Q14
Hobet Mining, LLC	WVDEP	5/12/2015	WV1016776	001,002,004,006,041,044,050	Selenium	4Q14
Hobet Mining, LLC	WVDEP	5/12/2015	WV009392	019,045,084	Selenium	4Q14
Hobet Mining, LLC	WVDEP	7/30/2015	WV009392	045,079	Selenium	1Q15
Hobet Mining, LLC	WVDEP	7/30/2015	WV1016776	001,002,004,006,041,044,050	Selenium	1Q15
Hobet Mining, LLC	WVDEP	7/30/2015	WV1017225	004	Selenium	1Q15
Hobet Mining, LLC	WVDEP	7/30/2015	WV1020889	003. 005	Selenium	1Q15

Entity	Agency	Date of Notice	NPDES Permit	Outlet	Parameter of Concern	Period Covered
Hobet Mining, LLC	WVDEP	7/30/2015	WV1021028	006	Selenium	1Q15
Hobet Mining, LLC	WVDEP	7/30/2015	WV1022911	001,003	Selenium	1Q15
Catenary Coal Company, LLC	WVDEP	7/30/2015	WV0096962	001,042,044,055,056	Selenium	1Q15
Catenary Coal Company, LLC	WVDEP	7/30/2015	WV1014684	002	Selenium	1Q15
Catenary Coal Company, LLC	WVDEP	7/30/2015	WV1015338	003	Selenium	1Q15
Catenary Coal Company, LLC	WVDEP	1/30/2014	WV0096920	N/A	Selenium	3Q13
Catenary Coal Company, LLC	WVDEP	12/13/2014	WV0096920	N/A	Selenium	2Q13
Catenary Coal Company, LLC	WVDEP	4/29/2013	WV0096920	N/A	Selenium	3Q12
Catenary Coal Company, LLC	WVDEP	8/5/2013	WV0096920	N/A	Selenium	4Q12
Catenary Coal Company, LLC	WVDEP	9/30/2013	WV0096920	N/A	Selenium	1Q13
Catenary Coal Company, LLC	WVDEP	9/30/2013	WV1019309	014	Selenium	1Q13
Catenary Coal Company, LLC	WVDEP	5/9/2014	WV0096962	001,042,044,055,056	Selenium	4Q13
Catenary Coal Company, LLC	WVDEP	10/14/2014	WV0096962	001,042,044,055,056	Selenium	2Q14
Catenary Coal Company, LLC	WVDEP	10/14/2014	WV1014684	001,002	Selenium	2Q14
Catenary Coal Company, LLC	WVDEP	7/17/2014	WV1015338	003	Selenium	1Q14
Catenary Coal Company, LLC	WVDEP	10/14/2014	WV1015338	003	Selenium	2Q14

Entity	Agency	Date of Notice	NPDES Permit	Outlet	Parameter of Concern	Period Covered
Catenary Coal Company, LLC	WVDEP	4/2/2015	WV1014684	002,003	Selenium	3Q14
Catenary Coal Company, LLC	WVDEP	2/4/2015	WV0096962	001,042,044,055,056	FTR	3Q14
Catenary Coal Company, LLC	WVDEP	5/12/2015	WV0096962	001,042,044,055,056	Selenium	3Q14
Catenary Coal Company, LLC	WVDEP	5/12/2015	WV1014684	002	Selenium	3Q14
Catenary Coal Company, LLC	WVDEP	5/12/2015	WV1015338	003	Selenium	4Q14
Catenary Coal Company, LLC	WVDEP	2/4/2015	WV1019309	014	FTR	3Q14
Catenary Coal Company, LLC	WVDEP	2/4/2015	WV1021621	014	FTR	3Q14

**Notices of Releases:**

Entity	Site Name	Agency	Date of Notice	Governing Authority	Substance Released	Estimated Quantity
Eastern Associated Coal, LLC	Federal #2 Mine	WVDEP	1/18/2015	WV Chapter 22, Article 3, 14(b)(9)	water with coal residue	Unknown
Eastern Associated Coal, LLC	Federal #2 Mine	WVDEP	1/10/2014	WV Chapter 22, Article 3, 14(b)(9)	coal sediment laden water	Unknown



**Actions, Settlements, Consent Decrees or Orders:**

Seller Entity	Adverse Party	Docket Number	Summary and Status
Apogee Coal Company, LLC; Catenary Coal Company, LLC; Colony Bay Coal Company	Ohio Valley Environmental Coalition, Inc., West Virginia Highlands Conservancy, Sierra Club	3:09-CV-01167 3:11-CV-00115	Modified Consent Decree (“MCD”) in Place (described in more detail in item #2 of this Schedule 3.08 above.)
Apogee Coal Company, LLC	Ohio Valley Environmental Coalition, Inc., West Virginia Highlands Conservancy	3:07-cv-00413	Pursuant to an Order issued on October 10, 2010, the Sellers installed selenium treatment systems for outfalls 001 (Slab Fork), 002 (Mud Lick), and 003 (Titanic). The court terminated the jurisdiction of the Special Master overseeing the project as well as the proceeding on April 13, 2015.
Patriot Coal Corporation et. al	United States of America Environmental Protection Agency	2:09-CV-00099	Consent Decree in place, requiring effluent limitations other than selenium to be addressed by March 1, 2013. The Sellers believe they are eligible to be released from the Consent Decree.
All Patriot Coal Entities Operating Preparation Plants	WVDEP	N/A	In April 2015, WVDEP reportedly issued an order to all of the approximately 90 preparation plants in the state of West Virginia (including Patriot entities), requiring disclosure of chemical components used in coal processing and preparation operations, sampling of outlets that potentially receive the identified chemicals, and, if applicable, submission of a modified WVNPDES permit application to account for such chemicals. All Patriot entities that received such orders have met or are on course to meet the reporting deadlines.
Apogee Coal Company, LLC & Catenary Coal Company, LLC	WVDEP	10-14-EQB	Dismissed on January 25, 2013.

Seller Entity	Adverse Party	Docket Number	Summary and Status
Apogee Coal Company, LLC & Catenary Coal Company, LLC	WVDEP	10-33-EQB	Dismissed on June 13, 2014.
Apogee Coal Company, LLC	WVDEP	10-C-135	Withdrawn July 13, 2011.
Apogee Coal Company, LLC	WVDEP	10-C-144	Settlement and Consent Order in place, entered into on August 13, 2013. Adopts and applies selenium treatment obligations set forth under the MCD to certain outfalls under NPDES permit WV0099520, retained by the Sellers.
Apogee Coal Company, LLC	WVDEP	12-06-EQB	Withdrawn on March 29, 2012.
Apogee Coal Company, LLC	WVDEP	2011-04-SMB	Withdrawn.
Hobet Mining, LLC & Catenary Coal Company, LLC	WVDEP	7-C-3 10-C-96	Modified Settlement and Consent Order in place, entered into on April 9, 2013 and amended on August 20, 2014. Adopts and applies selenium treatment obligations set forth under the MCD. Selenium treatment obligations must be satisfied by March 15, 2016.
Hobet Mining, LLC	Ohio Valley Environmental Coalition, West Virginia Highlands Conservancy, and Sierra Club	Civil Action No. 3:15-C-V-04101	Complaint filed in April 2015; Notice of Bankruptcy to invoke automatic stay filed in June 2015
Colony Bay Coal Company	Ohio Valley Environmental Coalition, West Virginia Highlands Conservancy, and Sierra Club	Civil Action No. 2:15-01488	Answer filed to complaint on April 6, 2015; awaiting scheduling conference.
Heritage Coal Company LLC	Illinois Environmental Protection Agency	PCB 99-134	Settlement negotiations remain ongoing.
Heritage Coal Company LLC	Saline Valley Conservancy District	Civil Action No. 99-4074-JLF	Settlement agreement in place; attempting to renegotiate the terms of the agreement.
Patriot Coal Company, LLC	Commonwealth of Kentucky, Energy and Environment Cabinet	Case Nos. DOW 100291, 100292, 100302 and 100303	Consent Order in place.

Seller Entity	Adverse Party	Docket Number	Summary and Status
Pine Ridge Coal Company, LLC	WVDEP	10-C-137	Closed.

**SCHEDULE 3.08(c)**

Environmental - Certain Site Features

**1. Current Underground Storage Tanks (USTs)**

None.

**2. Aboveground Storage Tanks (ASTs)**

Apogee:

Tank ID	DEP Tank Registration Number	Tank is in ZCC?	Hazardous Substance? (CERCLA)	Level 1 Tank?	DEP Ref Doc:	Item Number	NPDES Permit	Article III Permit	Capacity (Gallons/Units)	Present Physical Location	Contents
82.1	023-00000979	No	Yes	Yes	2014-0008144	82.1	WV0053163	U-32-83	1,500	Between Pond Nos. 2 & 3	Caustic Soda
82.2	023-00000980	No	Yes	Yes	2014-0008144	82.2	WV0053163	U-32-83	1,500	Between Pond Nos. 2 & 3	Caustic Soda
82.3	023-00000981	No	Yes	Yes	2014-0008144	82.3	WV0053163	U-32-83	1,500	Between Pond Nos. 2 & 3	Caustic Soda
FUEL-TRK-1	999-00000866	No	No		2014-0007449	FUEL-TRK-1	WV0099520	O-5023-94, S-75-85, S-5079-86	6,000	Next to Ruffner Office	Empty
FUEL-TRK-2	999-00000867	No	No		2014-0007449	FUEL-TRK-2	WV0099520	O-5023-94, S-75-85, S-5079-86	6,000	Next to Ruffner Office	Empty
HF1	023-00000951	No	No		2014-0007449	HF1	WV0099520	O-5023-94, S-75-85, S-5079-86	3,000	Next to Ruffner Office	Gasoline (Empty)

Tank ID	DEP Tank Registration Number	Tank is in ZCC?	Hazardous Substance? (CERCLA)	Level 1 Tank?	DEP Ref Doc:	Item Number	NPDES Permit	Article III Permit	Capacity (Gallons/Units)	Present Physical Location	Contents
WT1	999-00000868	No	No		2014-0007449	WT1	WV0099520	O-5023-94, S-75-85, S-5079-86	9,000	Water Truck - PM Yard	Water
WT2	999-00000869	No	No		2014-0007449	WT2	WV0099520	O-5023-94, S-75-85, S-5079-86	30,000	Water Truck - PM Yard	Water
43	023-00000956	No	No		2014-0008145	43	WV1013599	S-5001-90, S-5005-93	2,000		Diesel Fuel
44	023-00000957	No	No		2014-0008145	44	WV1013599	S-5001-90, S-5005-93	18,000	Slab Fork Se Treatment Facility	MicroC
45	023-00000958	No	No		2014-0008145	45	WV1013599	S-5001-90, S-5005-93	9,000	Slab Fork Se Treatment Facility	
48	023-00000959	No	Yes	Yes	2014-0008145	48	WV1013599	S-5001-90, S-5005-93	3,000	Slab Fork Se Treatment Facility	
53	023-00000960	No	Yes	Yes	2014-0008145	53	WV1013599	S-5001-90, S-5005-93	6,000	Slab Fork Se Treatment Facility	
88	023-00000977	No	Yes	Yes	2014-0008143	88	WV1020404	O-110-83	2,500	Below Impoundment	Caustic Soda
89	023-00000978	No	Yes	Yes	2014-0008143	89	WV1020404	O-110-83	2,500	Below Impoundment	Caustic Soda
62	023-00000961	No	No		2014-0007492	62	WV1020510	S-5007-01	2,500		
67	023-00000962	No	No		2014-0007492	67	WV1020510	S-5007-01	2,000		

SCHEDULE 3.08(C) TO ASSET PURCHASE AGREEMENT - ENVIRONMENTAL - CERTAIN SITE FEATURES

Tank ID	DEP Tank Registration Number	Tank is in ZCC?	Hazardous Substance? (CERCLA)	Level 1 Tank?	DEP Ref Doc:	Item Number	NPDES Permit	Article III Permit	Capacity (Gallons/Units)	Present Physical Location	Contents
70	023-00000963	No	No		2014-0007492	70	WV1020510	S-5007-01	3,000		
71	023-00000964	No	No		2014-0007492	71	WV1020510	S-5007-01	3,000		
72	023-00000965	No	No		2014-0007492	72	WV1020510	S-5007-01	8,000		
73	023-00000966	No	No		2014-0007492	73	WV1020510	S-5007-01	8,000		
74	023-00000967	No	No		2014-0007492	74	WV1020510	S-5007-01	8,000		
75	023-00000968	No	No		2014-0007492	75	WV1020510	S-5007-01	25,000		Diesel Fuel
76	023-00000969	No	No		2014-0007492	76	WV1020510	S-5007-01	25,000		Diesel Fuel
77	023-00000970	No	No		2014-0007492	77	WV1020510	S-5007-01	25,000		Diesel Fuel
92.1	023-00000971	No	No		2014-0007492	92.1	WV1020510	S-5007-01	10,000		Diesel Fuel (Empty)
93	023-00000972	No	No		2014-0007492	93	WV1020510	S-5007-01	10,000		Kerosene (Empty)
TFW-1	023-00000973	No	No		2014-0007492	TFW-1	WV1020510	S-5007-01	30,000		

Tank ID	DEP Tank Registration Number	Tank is in ZCC?	Hazardous Substance? (CERCLA)	Level 1 Tank?	DEP Ref Doc:	Item Number	NPDES Permit	Article III Permit	Capacity (Gallons/Units)	Present Physical Location	Contents
TFW-2	023-00000974	No	No		2014-0007492	TFW-2	WV1020510	S-5007-01	30,000		
TFW-3	023-00000975	No	No		2014-0007492	TFW-3	WV1020510	S-5007-01	30,000		
TFW-4	023-00000976	No	No		2014-0007492	TFW-4	WV1020510	S-5007-01	30,000		
BAA3	023-00000936	No	No		2014-0008926	BAA3	WV1022792	S-5006-05	18,000	North Rum VF 1 Deck	Blasting Emulsion
BAC3	023-00000937	No	No		2014-0008926	BAC3	WV1022792	S-5006-05	18,000	North Rum VF 1 Deck	Blasting Emulsion

Note: Shaded rows indicate tanks that were de-registered as of June 8, 2015.

**Kanawha Eagle:**

Item	WVDEP Completed Registration Number	NPDES Permit	Article III Permit	Capacity (gallons/Units)	Present Physical Location	Contents
15	003-00000894	WV0065617	O-14-83	20,000	On Hill Above Prenter Prep Plant	Water
16	003-00000895	WV0065617	O-14-83	20,000	On Hill Above Prenter Prep Plant	Water
17	003-00000893	WV1013271	U-5053-91	55,000	On Hill Above Prenter Truck Shop	Water
18	003-00000896	WV0065617	O-69-83	2,000	Back Side of Impoundment	Water

Item	WVDEP Completed Registration Number	NPDES Permit	Article III Permit	Capacity (gallons/Units)	Present Physical Location	Contents
29	003-00000899	WV1016725	S-5029-95	2,200	Williams Mountain	20% Caustic Soda
30	003-00000900	WV1016725	S-5029-95	2,200	Williams Mountain	20% Caustic Soda
31	003-00000897	WV0065617	O-14-83	10,000	Just Below Prenter Prep Plant	Freezitol
32	003-00000898	WV0065617	O-14-83	2,000	Bottom Floor Prep Plant (Thickner Tank)	CF1 Flocc

**Hobart:**

Loc ID Prefix	Item Number	DEP AST #	Contents	Capacity (gallons/Units)
BS	11	003-00000293	Calcium Chloride	5000
BS	12	003-00000294	Calcium Chloride	6000
BS	13	003-00000295	Calcium Chloride	5000
BS	15	003-00000296	Floc	2100
BS	17	003-00000297	Floc	5000
BS	18	003-00000298	Floquat FL 4820	2200
BS	19	003-00000299	Floquat FL 4820	2200
BS	20	003-00000300	Flomin 6921	2500
BS	21	003-00000301	Flomin 6921	2500
BS	22	003-00000302	Floc	2000
BS	24901	003-00000303	Water	9000
BS	25	003-00000304	Floc	2100



Loc ID Prefix	Item Number	DEP AST #	Contents	Capacity (gallons/Units)
BS	28	003-00000305	Anhydrous Ammonia	4000
BS	29	003-00000306	Anhydrous Ammonia	4000
BS	3	003-00000307	Calcium Chloride	10000
BS	30	003-00000308	On Road Diesel Fuel	10000
BS	31	003-00000309	Off-Road Diesel Fuel	5000
BS	32	003-00000310	Off-Road Diesel Fuel	2000
BS	34	003-00000311	Off-Road Diesel Fuel	10000
BS	35	003-00000312	Off-Road Diesel Fuel	6000
BS	36	003-00000313	Used Oil	2000
BS	37	003-00000314	Used Oil	2000
BS	38	003-00000315	Empty	7500
BS	39	003-00000316	Sodium Hydroxide	2000
BS	4	003-00000317	Calcium Chloride	10000
BS	40	003-00000318	Empty	10000
BS	41	003-00000319	Empty	10000
BS	42	003-00000320	AMD4	2100
BS	43	003-00000321	Empty	5000
BS	44	003-00000322	Off-Road Diesel Fuel	4000
BS	45	003-00000323	Floc	2100
BS	46	003-00000324	Floc	2500
BS	49	003-00000325	Empty	2000
BS	5	003-00000326	Floc	2500

Loc ID Prefix	Item Number	DEP AST #	Contents	Capacity (gallons/Units)
BS	6	003-00000327	Calcium Chloride	3500
BS	7	003-00000328	Calcium Chloride	5000
BS	8	003-00000329	Calcium Chloride	6000
BS	9	003-00000330	Calcium Chloride	6000
HF	1	003-00000331	Floc	2100
HF	10	003-00000332	DT50 (Oil)	6000
HF	11	003-00000333	Used oil	8000
HF	12	003-00000334	Anti-Freeze	8000
HF	13	003-00000335	Aw32-68 (Oil)	8000
HF	14	003-00000336	15w40	8000
HF	15	003-00000337	30w	8000
HF	16	003-00000338	Floc	2100
HF	2	003-00000339	AMD4	2100
HF	3	003-00000340	Floc	2100
HF	4	003-00000341	AMD4	2100
HF	5	003-00000342	Floc	2100
HF	7	003-00000343	Empty	2100
HF	8	003-00000344	Off-Road Diesel Fuel	8000
LB	10	003-00000345	Sodium Hydroxide	2100
LB	2	003-00000346	Floc	2100
LB	3	003-00000347	AMD4	2100
LB	4	003-00000348	Sodium Hydroxide	2100

Loc ID Prefix	Item Number	DEP AST #	Contents	Capacity (gallons/Units)
LB	5	003-00000349	Sodium Hydroxide	2100
LB	8	003-00000350	Sodium Hydroxide	2100
LB	9	003-00000351	Sodium Hydroxide	2100
NR	2	003-00000352	Sodium Hydroxide	3000
NR	3	003-00000353	AMD4	2100
NR	4	003-00000354	AMD4	2100
NR	5	003-00000355	AMD4	2100
ST	11	003-00000356	AMD4	2100
ST	12	003-00000357	Floc	2100
ST	22	003-00000358	Calcium Chloride	5000
ST	23	003-00000359	Calcium Chloride	5000
ST	27	003-00000360	Off-Road Diesel Fuel	2000
ST	28	003-00000361	Gasoline	10000
ST	31	003-00000362	Floc	5000
ST	35	003-00000363	Empty	2000
ST	39	003-00000364	Mineral Spruits	2000
ST	40	003-00000365	15W-40 Oil	6000
ST	41	003-00000366	10 WT Hydraulic	6000
ST	42	003-00000367	Anti-Freeze	4000
ST	43	003-00000368	50W Oil	4000
ST	45	003-00000369	Used Oil	10000
ST	46	003-00000370	Floc	5000

Loc ID Prefix	Item Number	DEP AST #	Contents	Capacity (gallons/Units)
ST	47	003-00000371	Calcium Chloride	2500
ST	48	003-00000372	Calcium Chloride	2500
ST	49	003-00000373	Calcium Chloride	2500
ST	50	003-00000374	Calcium Chloride	2500
ST	51	003-00000375	Calcium Chloride	2500
ST	52	003-00000376	Calcium Chloride	2500
ST	53	003-00000377	Empty	2500
ST	56	003-00000378	Empty	2100
ST	58	003-00000379	On Road Diesel Fuel	2000
ST	59	003-00000380	Empty	5000
ST	7	003-00000381	AMD4	2100
Water	1	003-00000382	Water	150000
Water	10	003-00000383	Water	10000
Water	11	003-00000384	Water	10000
Water	2	003-00000385	Water	17500
Water	8	003-00000386	Water	25000
Water	9	003-00000387	Water	10000
WR	13	003-00000388	Off-Road Diesel Fuel	30000
WR	14	003-00000389	Off-Road Diesel Fuel	30000
WR	15	003-00000390	Anti-Freeze	10000
WR	16	003-00000391	Gasoline	8000
WR	17	003-00000392	On Road Diesel Fuel	10000

Loc ID Prefix	Item Number	DEP AST #	Contents	Capacity (gallons/Units)
WR	18	003-00000393	Off-Road Diesel Fuel	8000
WR	3	003-00000394	Floc	2100
WR	9	003-00000395	Sodium Hydroxide	2100
WRS	2	003-00000396	Sodium Hydroxide	2100
SM 22	1	022-00000285	Off-Road Diesel Fuel	3000
SM 22	2	022-00000286	Floc	2100
SM 22	3	022-00000287	Floc	2100
SM 22	4	022-00000288	Floc	2100
SM 22	5	022-00000289	BF-100	2100
SM 22	6	022-00000290	BF-100	2100
SM44	2	022-00000291	Off-Road Diesel Fuel	10000
SM44	3	022-00000292	Off-Road Diesel Fuel	10000
SM 45	2	022-00000293	Floc	2100
ST	2	022-00000294	Floc	2100
ST	3	022-00000295	AMD4	2100
ST	57	022-00000296	Empty	2100
Water	3	022-00000297	Water	17500
Water	4	022-00000298	Water	17500
Water	5	022-00000299	Water	17500
Water	6	022-00000300	Water	17500
Water	7	022-00000301	Water	17500
WR3	1	022-00000302	Off-Road Diesel Fuel	8000

Loc ID Prefix	Item Number	DEP AST #	Contents	Capacity (gallons/Units)
WR3	2	022-00000303	Off-Road Diesel Fuel	8000
WR3	3	022-00000304	AMD4	2100
WR3	7	022-00000305	AMD4	2100
WR3	8	022-00000306	Floc	2100
EXP	3	022-00000492	Emulsion	11500
EXP	1	022-00000493	Emulsion	11500
EXP	4	022-00000494	Emulsion	11500
EXP	2	022-00000495	Emulsion	9500
EXP	5	022-00000496	Emulsion	11500
FT	24101	999-00000064	Used Oil	9000
FT	24218	999-00000065	Used Oil	5600
FT	24219	999-00000066	Used Oil	4500
FT	88307	999-00000067	Used Oil	4500
Water	24403	999-00000068	Water	30000
Water	24404	999-00000069	Water	30000
Water	24405	999-00000070	Water	30000
EXP	88256	999-00001219	Emulsion	1800
EXP	88271	999-00001220	Emulsion	2000
EXP	88203	999-00001221	Emulsion	1800
EXP	61751	999-00001222	Emulsion	1800
EXP	88202	999-00001223	Emulsion	2000
EXP	88204	999-00001224	Emulsion	1800

Loc ID Prefix	Item Number	DEP AST #	Contents	Capacity (gallons/Units)
EXP	88201	999-00001225	Emulsion	1950

**Midland:**

Company/Tank ID No.	Description	Tank Registration Number	Assoc. NPDES Permit	Assoc. Art. III Permit	Max Tank Capacity	Substance Stored	NFPA Health Rating	CAS #	In SWPA ?	In ZCC ?
1	CC7 Caustic Tank	020-00002170	WV0052426	U-3006-04	2,500	Sodium Hydroxide	3	001310-73-2	No	No
2	Rensford Water Truck	999-00001188	WV0052426	P-574, O-3015-93, H-42	4,000	Water	0	007732-18-5	No	No
9002	Rensford Plant Transformer	020-00002171	WV0052426	P-574	1,350	Petroleum distillates	1	064742-53-6	No	No
9014	CC Main Substation (South)	020-00002173			4,370	Petroleum distillates	1	064742-53-6	No	No
9015	CC Main Substation (North)	020-00002172			4,370	Petroleum distillates	1	064742-53-6	No	No

Note: Shaded rows indicate tanks that were de-registered as of June 8, 2015.

**Catenary Coal:**

Item	Registration Number	Contents	Capacity	Permit
4	003-00000192	Diesel Fuel	8,000	S-3024-90
14	003-00000211	Explosive, blasting, type E	11,503	S-3035-93

15	003-00000212	Explosive, blasting, type E	9,586	S-3035-93
25	003-00000230	Hydraulic Oil	2,000	S-3035-93

**Catenary Coyote Coal:**

None.

**Wildcat:**

None.

**Closed Mines:**

Reg. Id. And Date Registered	Reg. Doc.	Tank Reg.#	Owner's ID	NPDES #	Article 3 Permit	Capacity (Gallons/Units)	CAS#	Contents	Secondary Containment	MSDS	Location Latitude Longitude	National Fire Protection Assoc. Health Rating	Is Tank In WV Zone of Critical Concern (ZCC)	Tank Regulated By:
Closed Catenary (09/11/2014)	2014-0008122	020-00002237	L_001_Morris_Fork	WV0066231	O-0058-82	2500	001310-73-2	Sodium Hydroxide	Double Walled HDPE Tank	In Waterproof Tube Attached to Tank	38° 35' 33" 81° 35' 10"	3	No	NPDES, Article 3
Closed Catenary (09/11/2014)	2014-0008122	020-00002238	L_016_No.6_Kellys_Ck	WV1009133	S-0047-79	2000	001310-73-2	Sodium Hydroxide	Double Walled HDPE Tank	In Waterproof Tube Attached to Tank	38° 27' 24" 81° 40' 61"	3	No	NPDES, Article 3



Reg. Id. And Date Registered	Reg. Doc.	Tank Reg.#	Owner's ID	NPDES #	Article 3 Permit	Capacity (Gallons/Units)	CAS#	Contents	Secondary Containment	MSDS	Location Latitude Longitude	National Fire Protection Assoc. Health Rating	Is Tank In WV Zone of Critical Concern (ZCC)	Tank Regulated By:
Closed Catenary (09/11/2014)	2014-0008122	020-00002239	2_008_No_6_Kel ly_s_Ck	WV1009133	S-0047-79	2500	001310-73-2	Sodium Hydroxide	Double Walled HDPE Tank	In Waterproof Tube Attached to Tank	38° 27' 40" 81° 41' 10"	3	No	NPDES, Article 3
Closed Catenary (09/11/2014)	2014-0008122	020-00002240	2_005_Carver	WV1014862	S-0072-83	1500	001310-73-2	Sodium Hydroxide	Double Walled HDPE Tank	In Waterproof Tube Attached to Tank	38° 31' 53" 81° 39' 62"	3	No	NPDES, Article 3
Closed Catenary (09/11/2014)	2014-0008122	020-00002241	2_001_Morris_Fo rk	WV0066231	O-0058-82	1500	001310-73-2	Sodium Hydroxide	Double Walled HDPE Tank	In Waterproof Tube Attached to Tank	38° 35' 48" 81° 35' 00"	3	No	NPDES, Article 3
Closed Catenary (09/11/2014)	2014-0008122	020-00002242	2_014_R-56_Reuse	WV0094706	R-0056-00	1500	001310-73-2	Sodium Hydroxide	Double Walled HDPE Tank	In Waterproof Tube Attached to Tank	38° 21' 86" 81° 47' 60"	3	No	NPDES, Article 3
Closed Catenary (09/11/2014)	2014-0008122	020-00002243	1_002_Joes_Holl ow	WV0094056	U-0087-83	1500	001310-73-2	Sodium Hydroxide	Double Walled HDPE Tank	In Waterproof Tube Attached to Tank	38° 35' 56" 81° 36' 97"	3	No	NPDES, Article 3
Stockburg No. 1 Mine U008083 (09/05/2014)	2014-0008274	020-00002342	2_002_Coal_Fo rk	WV1015265	U-0080-83	5000	001310-73-2	Sodium Hydroxide	HPDE Plastic Vault	In Waterproof Tube Attached to Tank	38° 09' 09" 81° 52' 94"	3	No	NPDES, Article 3

Reg. Id. And Date Registered	Reg. Doc.	Tank Reg.#	Owner's ID	NPDES #	Article 3 Permit	Capacity (Gallons/Units)	CAS#	Contents	Secondary Containment	MSDS	Location Latitude Longitude	National Fire Protection Assoc. Health Rating	Is Tank In WV Zone of Critical Concern (ZCC)	Tank Regulated By:
Stockburg No. 1 Mine U008083 (09/05/2014)	2014-0008274	020-00002343	3_002_Coal_Fork	WV1015265	U-0080-83	5000	001310-73-2	Sodium Hydroxide	HPDE Plastic Vault	In Waterproof Tube Attached to Tank	38° 09' 09" 81° 52' 94"	3	No	NPDES, Article 3
Stockburg No. 1 Mine U008083 (09/05/2014)	2014-0008274	020-00002344	6_Coal_Fork	WV1015265	U-0080-83	2000	068551-11-1	1-Propene, Hydroformylation Products	Double Walled Steel Tank	In Waterproof Tube Attached to Tank	38° 09' 17" 81° 53' 07"	2	No	NPDES, Article 3
Mountain View (09/11/2014)	2014-0008120	003-00000947	1_001_Cut_26	WV0069051	S-0193-77	4000	001310-73-2	Sodium Hydroxide	HPDE Plastic Containment	In Waterproof Tube Attached to Tank	38° 03' 67" 81° 54' 06"	3	No	NPDES, Article 3
Mountain View (09/11/2014)	2014-0008120	003-00000948	1_002_Cut_22	WV0093165	S-0218-75 & S-0038-80	4000	001310-73-2	Sodium Hydroxide	HPDE Plastic Containment	In Waterproof Tube Attached to Tank	38° 10' 49" 81° 57' 71"	3	No	NPDES, Article 3
Mountain View (09/11/2014)	2014-0008120	003-00000949	1_003_Cut_24	WV0094269	S-0103-80	1500	001310-73-2	Sodium Hydroxide	HPDE Plastic Containment	In Waterproof Tube Attached to Tank	38° 06' 96" 81° 54' 57"	3	No	NPDES, Article 3
Mountain View (09/11/2014)	2014-0008120	003-00000950	2_001_Cut_22	WV0093165	S-0218-75 & S-0038-80	1500	001310-73-2	Sodium Hydroxide	HPDE Plastic Containment	In Waterproof Tube Attached to Tank	38° 10' 07" 81° 57' 12"	3	No	NPDES, Article 3

Reg. Id. And Date Registered	Reg. Doc.	Tank Reg.#	Owner's ID	NPDES #	Article 3 Permit	Capacity (Gallons/Units)	CAS#	Contents	Secondary Containment	MSDS	Location Latitude Longitude	National Fire Protection Assoc. Health Rating	Is Tank In WV Zone of Critical Concern (ZCC)	Tank Regulated By:
Mountain View (09/11/2014)	2014-0008120	003-00000951	3_003_Cut_22	WV0093165	S-0218-75 & S-0038-80	1500	001310-73-2	Sodium Hydroxide	HPDE Plastic Containment	In Waterproof Tube Attached to Tank	38° 09' 05" 81° 59' 96"	3	No	NPDES, Article 3
Mountain View (09/11/2014)	2014-0008120	020-00002299	1_004_Cut_23	WV0094099	S-0268-76	5000	001310-73-2	Sodium Hydroxide	HPDE Plastic Containment	In Waterproof Tube Attached to Tank	38° 17' 39" 81° 49' 19"	3	No	NPDES, Article 3
Mountain View (09/11/2014)	2014-0008120	020-00002300	C_Chehlyan_Dock	WV0051314	O-0049-85	1500	001310-73-2	Sodium Hydroxide	HPDE Plastic Containment	In Waterproof Tube Attached to Tank	38° 19' 58" 81° 50' 01"	3	No	NPDES, Article 3
Mountain View (09/11/2014)	2014-0008120	020-00002301	E_Chehlyan_Dock	WV0051314	O-0049-85	4500	068476-34-6	Diesel Fuel No. 2	HPDE Plastic Containment	In Waterproof Tube Attached to Tank	38° 19' 69" 81° 50' 24"	1	No	NPDES, Article 3

**Closed Coyote:**

Reg. Id.	Reg. Doc.	Tank Reg.#	Owner's ID
008 Rattlesnake (09/16/2014)	2014-0008116	020-00002298	1_008_Rattlesnake

**Tygart:**

REGISTRATION #	DEP - TANK LABEL	TANK NAME	CAPACITY	CONTENTS	COMMENTS
2014-0000948	025-00000203	Polymer	1500	Polymer	
2014-0000948	025-00000204	Gasoline	2000	Gasoline	
2014-0000948	025-00000205	De Scale	10000	De Scale	
2014-0000948	025-00000206	H. Peroxide	10000	H. Peroxide - 35%	
2014-0000948	025-00000207	Caustic Soda	10000	Caustic Soda -50%	
2014-0000948	025-00000202	Fresh Water		Fresh Water	Deregistered 5/20/15

**Panther:**

None.

**Little Creek:**

None.

**Federal:**

Number	Location	Capacity (gal)	Contents	Contents	WV ID #
1	402 outlet ponds near guardhouse	1300	Enviromine CF-1	covered secondary steel containment unit	
2	402 outlet ponds near guardhouse	two 275 gal totes	Enviromine CF-36 & CF-1	drainage structure, tank, prox to spill kits	
3	402 outlet ponds near small sump	275 gal tote	O'Brien SC-10W (no foam)	drainage structure, tank, prox to spill kits	
4	Supply - Gasoline fill station	2000 gal steel	gasoline	Double wall steel tank	031-00000306
5	Supply yard used oil storage and lubricant oil	350 gal steel tank,	Used oil and lubricant oils	Covered secondary concrete containment unit	
		5 gal buckets lubricant			
6	Supply yard lubricant oil, grease, misc.	55 gal drums	lubricant oil, grease, misc fluids	Self contained pallets and stored in oil	
		5 gal buckets		storage building	
7	Supply yard diesel filling station	1000	Diesel fuel	Double wall steel tank	
8	Waiting room used oil	350 gal steel tank,	Used oil and lubricant	Concrete secondary containment unit	
9	Mancage hoist used oil	350 gal steel tank,	Used oil and lubricant	Concrete secondary containment unit	
10-a (6-a?)	Prep Plant Anti-Freeze storage area	10,000 gal tank	Freezetrol 62 (anti-freeze)	Covered secondary concrete containment unit	031-00000309
10-b (6-b?)	Prep Plant Anti-Freeze storage area	10,000 gal tank	Freezetrol 60 (anti-freeze)	Covered secondary concrete containment unit	031-00000310
10-c (6-c?)	Prep Plant Anti-Freeze storage area	10,000 gal tank	Freezetrol 60 (anti-freeze)	Covered secondary concrete containment unit	031-00000311
10-d (6-d?)	Prep Plant Anti-Freeze storage area	10,000 gal tank	Freezetrol 76 (anti-freeze)	Covered secondary concrete containment unit	031-00000312

SCHEDULE 3.08(C) TO ASSET PURCHASE AGREEMENT - ENVIRONMENTAL - CERTAIN SITE FEATURES

Number	Location	Capacity (gal)	Contents	Contents	WV ID #
10-e (6-e?)	Prep Plant Anti-Freeze storage area	10,000 gal tank	Freezestrol 76 (anti-freeze)	Covered secondary concrete containment unit	031-00000313
11	Outlet 003 (emergency between ponds 6A&6B)	275 gal poly tote	Sodium Hydroxide 20%	drainage structure, tank, prox to spill kits	
12	Prep Plant Kerosene tank	1500 steel	Kerosene	Double wall steel tank	031-00000279
13	Prep Plant Floc tank	2000 poly	Flocculant	Contained in prep plant	031-00000280
14	Dust control building near dispatcher	10,000 poly	Quaker Dust Grip turbo	Contained in building - concrete containment	031-00000281
15	Tippner treatment ponds	two 275 gal totes	O'Brien SC-10W (no foam)	drainage structure, tank, prox to spill kits	
16	Tippner treatment ponds	3000 steel	Sodium Hydroxide 20%	Covered steel secondary containment	031-00000282
17	Tippner treatment ponds - near pond 1	3000 steel	Sodium Hydroxide 20%	Covered steel secondary containment	031-00000283
18	Tippner treatment ponds - near pond 1	2100 poly	Enviroimine CF-1	Double wall polyethylene tank	031-00000284
19	Tippner treatment ponds - near pond 1	2100 poly	Enviroimine CF-36 & CF-1	Double wall polyethylene tank	031-00000285
20	Stockpile Diesel filling station	5000 steel	Diesel fuel	Double wall steel with concrete containment	031-00000286
21	Outlet 003 (emergency between ponds 6A&6B)	2100 poly	Sodium Hydroxide 20%	Double wall polyethylene tank	031-00000287
22	Impoundment underdrain	2100 poly	Enviroimine CF-1	Double wall polyethylene tank	031-00000288
23	Impoundment underdrain	1500 poly	Enviroimine CF-36	Covered secondary containment	031-00000289
24	Impoundment underdrain	1500 poly	Sodium Hydroxide 20%	Double wall polyethylene tank	031-00000290
25	Yellow Boy Ponds (between 6C&6D)	3000 steel	Sodium Hydroxide 20%	Covered secondary containment	031-00000291

Number	Location	Capacity (gal)	Contents	WV ID #
26	Yellow Boy Ponds (between 6C&6D)	2100 poly	Enviroimine CF-1	031-00000292
27	Yellow Boy Ponds (between 6C&6D)	2100 poly	Enviroimine CF-36	031-00000293
28	Refuse area used oil storage	2000 steel	Used oil	
29	Refuse area diesel filling station	4000 steel	Diesel fuel	017-00001485
30	Refuse area used oil storage	three 300 steel	Lubricant oil SAE10W, 30W, 15W-40	
31	Refuse garage - lubricant oil station	two 300 steel	lubricant oil - misc	
32	Refuse area lubricant oils - misc stations	5 gal buckets, 55 gal drums	Lubricant oil - misc	
33	Turnaround stockpile	two 275 gal poly totes	Sodium Hydroxide and Sodium Permanganate	
34	1 North elevator	three 275 gal poly totes	CF-1, two caustic with sodium permanganate	
35	12 left shaft	three 275 gal poly totes	caustic with sodium permanganate	
36-a	Emulsion Building (Thomas Run)	10,000 poly	water	031-00000294
36-b	Emulsion Building (Thomas Run)	10,000 poly	emulsion oil - raw	031-00000295
36-c	Emulsion Building (Thomas Run)	10,000 poly	emulsion oil (2%) & water mix	031-00000296
36-d	Emulsion Building (Thomas Run)	10,000 poly	emulsion oil (2%) & water mix	031-00000297
37	Tippper treatment ponds near pond 1	275 gal poly tote	Sodium Hydroxide 20%	
37-a	12 Left shaft emulsion building	10,000 poly	out of service (2 water, 2 oil, 2 mix)	031-00000298

Number	Location	Capacity (gal)	Contents	Contents	WV ID #
37-b	12 Left shaft emulsion building	10,000 poly	out of service	Contained in building (concrete containment)	031-00000299
37-c	12 Left shaft emulsion building	10,000 poly	out of service	Contained in building (concrete containment)	031-00000300
37-d	12 Left shaft emulsion building	10,000 poly	out of service	Contained in building (concrete containment)	031-00000301
37-e	12 Left shaft emulsion building	10,000 poly	out of service	Contained in building (concrete containment)	031-00000302
37-f	12 Left shaft emulsion building	10,000 poly	out of service	Contained in building (concrete containment)	031-00000303
38	Water tank (head tank)	200,000 steel	water		031-00000304
39	Water tank (lower) (potable water)	20,000 steel	water		031-00000305
41	Water tank (upper) (for refuse garage)	20,000 steel	water		031-00000307
42	Prep plant froth tank	2000 steel	O'Brien Froth 502	Steel vault	031-00000308
Water Truck	Water truck	7000 gal	water		031-00000314



**Wells:**

Mine Name	NPDES No.	Article 3 No.	Tank No.	AST No.	Volume	Tank Contents	Tank Material	Type of Secondary Containment Including Material
Jupiter - Pond Fork Plant	WV0066010	P-605	J1	003-00000974	10,000	Water	Steel	None
Jupiter - Pond Fork Plant	WV0066010	P-605	24166	999-00001424	8,000	Water	Steel	None
Jupiter - Pond Fork Plant	WV0066010	P-605	88375	999-00001425	1,500	Off-Road Diesel	Metal	Fuel Truck
Jupiter - Pond Fork Plant	WV0066010	P-605	22	003-00000968	200,000	Water	Steel	None
Jupiter - Pond Fork Plant	WV0066010	P-605	6	003-00000970	1,500	ACS142 Anionic Polymer	Steel	Inside Plant
	WV0066010	P-605	6A	003-00000971	1,500	ACS142 Anionic Polymer	Steel	Inside Plant
	WV0066010	P-605	7	003-00000972	2,000	Flomin 761 Anionic Polymer	Steel	Inside Plant
	WV0066010	P-605	9	003-00000973	6,000	Off-Road Diesel	Metal	Double Walled
	WV0066010	P-605	23	003-00000969	20,000	Water	Steel	None

**Note:** Shaded rows indicate tanks that were de-registered as of June 8, 2015.

**Rocklick:**

None.

**3. Former Underground Storage Tanks**

[See attached report.]

**4. PCB-Containing Transformers**

Location	Description	Location	Serial No.	Capacity	Voltage	Voltage	Polarity	Phase	No.	Reading	Impedance	Comments	Status
Big Mountain	TRANS	BIG MT. NO. 16 SUB STA	B533261	1000 KVA	13200	4160/7200Y	SUB	1	35-018	480.0	5.53	GEN. ELECT.(RETROFILLED)	BIG MOUNTAIN #16 as of JUNE 2015
Big Mountain	TRANS	BIG MT. NO. 16 SUB STA	B533260	1000 KVA	13200	4160/7200Y	SUB	1	35-019	390.0	5.53	GEN. ELECT.(RETROFILLED)	BIG MOUNTAIN #16 as of JUNE 2015
Big Mountain	TRANS	BIG MT. NO. 16 SUB STA	B533262	1000 KVA	13200	4160/7200Y	SUB	1	35-020	400.0	5.53	GEN. ELECT.(RETROFILLED)	BIG MOUNTAIN #16 as of JUNE 2015
Colony Bay	TRANS	COLONY BAY RADIO TOWER	82-83384	25 KVA	13200	120/240	SUB	1	NE-108	125.0	2.4	COMPTON ELECT.(RETROFILLED)	WINEFREDE REPEATER as of June 2015

**5. Underground Injection Wells**

Company / Location	UIC Permit	Other Information
Hobet Mining, LLC	1386-14-043	Permitted injection hole to inject selenium water greater than surface water standards in Lincoln Co. WV
Apogee Coal Company, LLC	WVG640129-001	Permitted injection hole to inject water/pond sludge into abandoned Cedar Grove deep mine.

Colony Bay Coal Co. LLC	1388-14-005	Three injection Points
Pine Ridge Coal Co., LLC	0273-00-005	One Injection Point

**6. Radioactive Materials**

Company	Location	NRC License No.	Device(s)
Eastern Associated Coal, LLC	Federal No. 2	47-23053-01	Ronan Engineering Company Model SAI-C5, Thermo Measure Tech Model 5201, Thermo Gamma Metrics Model CB-HI
Eastern Associated Coal, LLC	Federal No. 2	GL-651445	TN Technologies Mode 5201, (4) Ronan Engineering Company Model SAI-C10
Hobet Mining, LLC	Beth Station	47-23-23-01	Texas Nuclear Mode 5201, (4) Texas Nuclear Model 5202, (2) Coal Scan Model 3500, Gamma Metric Model Bulk, Gamma Metric Model CBX
Pine Ridge Coal Company, LLC	Big Mountain	GL-41212	All devices removed
Jupiter Holdings, LLC	Pond Fork	GL -707879	All devices removed

**7. Septic Systems**

Company / Location	Location	NPDES #	Other Information
Apogee Coal Company, LLC	FBR Selenium Treatment Plant	WV1013599	
	Ruffner Bathhouse	WV0099520	
	Ruffner Main Office	WV0099520	

Company / Location	Location	NPDES #	Other Information
Guyan Warehouse	Guyan Warehouse	WV0099520/ WV1020510	
Hobet Mining, LLC	Mud River Office	N/A	
	Main Office	N/A	
	H23 Office	N/A	
	H23 Bath House	N/A	
Eastern Assoc. Coal Company	Federal #2 Mine	WV0099015	Eastern Assoc. Coal Company

**8. Waste Disposal Pits:**

None.<sup>5</sup>

<sup>5</sup> For purposes of this schedule, "waste disposal pits" shall not include coal refuse storage or disposal areas, or any naturally occurring or man-made structures used for the treatment, storage or disposal of water, sediment, slurry, or other liquid or semi-liquid materials formed from the processing of coal.



#5 Craddock Way • Rock Branch Industrial Park • Poca, WV 25159 • TEL 304-755-0999 • FAX 304-755-0990

May 8, 2013

Ms. Denise Hight  
Environmental Inspector  
West Virginia Department of Environmental Protection  
Division of Water and Waste Management  
601 57<sup>th</sup> Street SE  
Charleston, WV 25304

**Re: Underground Storage Tank System Closure Report  
Hobet Mining LLC  
U.S. Route 119 and Shafer Road  
Madison, Boone County, West Virginia  
WV ID #0300236  
Closure ID #C-7923-2012**

Dear Ms. Hight,

On behalf of Hobet Mining LLC (Hobet), KEMRON Environmental Services, Inc. (KEMRON) is pleased to submit to the West Virginia Department of Environmental Protection (WVDEP), Division of Water and Waste Management, two (2) copies of the attached Underground Storage Tank (UST) System Closure Report, which summarizes UST closure activities at the referenced facility.

If you have any questions or comments concerning this report, please contact our office at (304) 755-0999.

Sincerely,  
**KEMRON Environmental Services, Inc.**

A handwritten signature in blue ink, appearing to read "Abdo D. Chaber".

Abdo D. Chaber  
Project Manager

Attachments

cc: Dick Beauchamp, Hobet Mining LLC

**UNDERGROUND STORAGE TANK  
SYSTEM CLOSURE REPORT**

**HOBET MINING LLC  
U.S. ROUTE 119 AND SHAFER ROAD  
MADISON, WEST VIRGINIA  
WV ID# 0300236  
CLOSURE #C-7923-2012**

**May 2013**

Prepared for:

Mr. Dick Beauchamp  
Hobet Mining LLC  
U.S. Route 119 and Shafer Road  
Madison, West Virginia 25130

Prepared by:

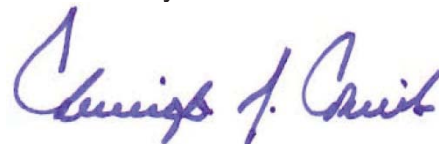
**KEMRON**  
ENVIRONMENTAL SERVICES  
#5 Craddock Way  
Rock Branch Industrial Park  
Poca, WV 25159  
304-755-0999 (Phone)  
304-755-0990 (Fax)

Submitted By:



Abdo D. Chaber  
Project Manager

Reviewed By:



Christopher J. Amick, P.G., LRS  
Regional Manager

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 Appendix C Manifests and Cleaning Certificate  
 Appendix D Laboratory Analytical Results

## 1.0 BACKGROUND

KEMRON Environmental Services, Inc. (KEMRON) was retained by Mr. Steve Arbogast of ASA Construction of Milton, West Virginia to conduct underground storage tank (UST) system closure oversight activities at the Hobet Mining LLC (Hobet) facility located at U.S. Route 119 and Shafer Road, Madison, Boone County, West Virginia (Site). UST closure activities were initiated on March 26, 2013. Hobet had previously operated one (1) 15,000 gallon-capacity steel gasoline UST and one (1) 10,000 gallon-capacity steel diesel UST at the facility.

### 1.1 Site Location

The Site is currently an active surface coal mine located at U.S. Route 119 and Shafer Road in Madison, Boone County, West Virginia (**Figure 1**). The Site is located on an active coal surface mine operated by Patriot Coal Company as Hobet Mining LLC. The Site is located on the U.S. Geological Survey Map of the Madison, West Virginia Quadrangle at 38° 06' 56.00" North and 81° 52' 32.97" West at an elevation of approximately 1,149 feet above mean sea level (**Figure 1**). Patriot Coal Company property surrounds the site in all directions.

## 2.0 UST SYSTEM DESCRIPTION

### 2.1 UST System Size, Contents and Age

The UST system removed on March 26, 2013, consisted of one (1) 15,000 gallon-capacity steel gasoline UST and one (1) 10,000 gallon-capacity steel diesel UST located in a common basin and associated piping. Approximately 12 feet of steel product piping was located between the UST pit and the dispensers. There were two (2) former dispensers that were removed by others prior to UST closure activities. A site map is provided as **Figure 2**.

### 2.2 UST System Location

The Site's USTs were located in a common tank pit off of the northeastern portion of the main office for Hobet Mining LLC.

## 3.0 UST SYSTEM CLOSURE

### 3.1 Permits

On January 11, 2013, KEMRON submitted Underground Storage Tank 30-Day Closure Notification to the West Virginia Department of Environmental Protection (WVDEP). On January 24, 2013, WVDEP issued "Notice of Closure" correspondence and issued Closure ID #C-7968-2013 for the Site. Copies of the "Underground Storage Tank Closure Notification", "Notice of Closure", "Notification for Underground Storage Tanks", and "Tank Closure Report" documents are included in **Appendix A**.

### 3.2 Removal of UST Contents

On March 25, 2013, Enviro Tank Clean of Belpre, Ohio, removed approximately 600 gallons of gasoline and 6,200 gallons of diesel from the USTs and transferred the product into separate above ground storage tanks (ASTs). On March 26, 2013, TEAM Environmental Field Services (TEAM) of Millwood, West Virginia removed approximately 340 gallons of product, tank bottoms,



and sludge from the 15,000 gallon gasoline UST and 10,000 gallon diesel UST. The recovered product, tank bottoms, and sludge were containerized in seven (7) 55-gallon drums and staged on-site pending disposal. On April 8, 2013, Eco-First of Lesage, West Virginia removed the seven (7) 55-gallon drums and transported them to Enviro Tank Clean of Belpre, Ohio for disposal. Hazardous waste manifests are provided in **Appendix B**.

### 3.3 UST Purging and Removal

On March 26, 2013, UST closure activities were initiated at the Site to permanently close one (1) 15,000 gallon-capacity gasoline steel UST and one (1) 10,000 gallon-capacity diesel steel UST by removal. Excavation and UST removal activities were performed by ASA Construction of Elkview, West Virginia with UST closure oversight provided by KEMRON. Soil sampling and site evaluation work was performed by KEMRON. TEAM provided tank purging and UST cleaning services. Laboratory analytical services were provided by Research Environmental and Industrial Consultants (REIC) of Beaver, West Virginia. Photographs taken during UST closure activities are provided in **Appendix C**.

Following excavation of fill material from above and around the UST, the UST was purged with an educator until the internal UST atmosphere reached a lower explosive limit (LEL) of <10%.

### 3.4 UST Inspection and Certification

Visual inspection of the UST by TEAM and KEMRON personnel confirmed that the gasoline and diesel USTs were reported to be in good condition with no visible holes. The USTs were cleaned on-site and were disposed of at R&J Recycling LLC (R&J) in Nitro, West Virginia. G&L Stone of Hamlin, West Virginia transported the UST off-site to R&J for disposal. The UST cleaning certificate and disposal manifest are presented in **Appendix B**.

### 3.5 Excavation Inspection and Soil Sampling

Following UST removal, confirmatory soil samples were collected from the UST excavation side walls and beneath each UST. A soil sample was also collected from approximately three (3) foot below ground surface (b.g.s.) underneath the former dispensers and the former piping. These samples were field screened for volatile organic compounds (VOCs) using a portable photoionization detector (PID). PID readings ranged from 0.0 parts per million (ppm) to 0.9 ppm. Field screening results are summarized in **Table 1**. Soil within the UST excavation consisted of light brown to brown sandy, silty clay with rock throughout. Soil beneath the former dispenser consisted of gravel followed by brown sandy, silty clay. No staining was observed inside of the tank pit or underneath the former dispenser island.

## 4.0 SAMPLING/ANALYTICAL METHODS AND RESULTS

### 4.1 Sampling/Analytical Methods

On March 26, 2013, discrete confirmatory soil samples were collected utilizing SW846 Method 5035 protocol from the walls of the UST basin, at the base of the excavation and at the dispenser island. A sample location map is provided as **Figure 2**. Confirmatory soil samples collected from the walls and floor of each excavation and from the dispenser island were submitted for the analyses of benzene, toluene, ethylbenzene, and xylenes (BTEX) and methyl tertiary butyl ether (MTBE) according to EPA Method 8021B and total petroleum hydrocarbon (TPH) as gasoline range organics (GRO) and diesel range organics (DRO) by modified Method

8015C. The soil samples were used to characterize the walls and floor of the excavation and dispenser island following UST system removal. All UST excavation side wall soil samples were collected at a depth of approximately seven (7) feet b.g.s. In the UST basin, the excavation floor samples were collected at depths of 12 and 14 feet b.g.s. The dispenser and piping samples were collected at a depth of three (3) feet b.g.s.

The soil samples were split for field screening and laboratory analysis. The field screening samples were enclosed in re-sealable plastic bags, set aside in a heated area and allowed to equilibrate. After approximately 15 minutes, the samples were screened for VOC concentrations using a portable PID. The PID was calibrated prior to the commencement of work using a 100 ppm isobutylene standard. The samples selected for laboratory analysis were preserved in laboratory-supplied glass sample containers and placed in an ice-filled cooler with the appropriate chain of custody documentation.

#### 4.2 Field Screening Results

Field screening results for soil samples collected from the UST basin and beneath the former dispenser are summarized in **Table 1**.

#### 4.3 Analytical Results

The WVDEP Soil Cleanup Guidelines for impacted soils are 10,000 µg/Kg for total BTEX concentrations, with benzene concentrations accounting for less than 50 µg/Kg of the total, and 100,000 µg/Kg for TPH concentrations.

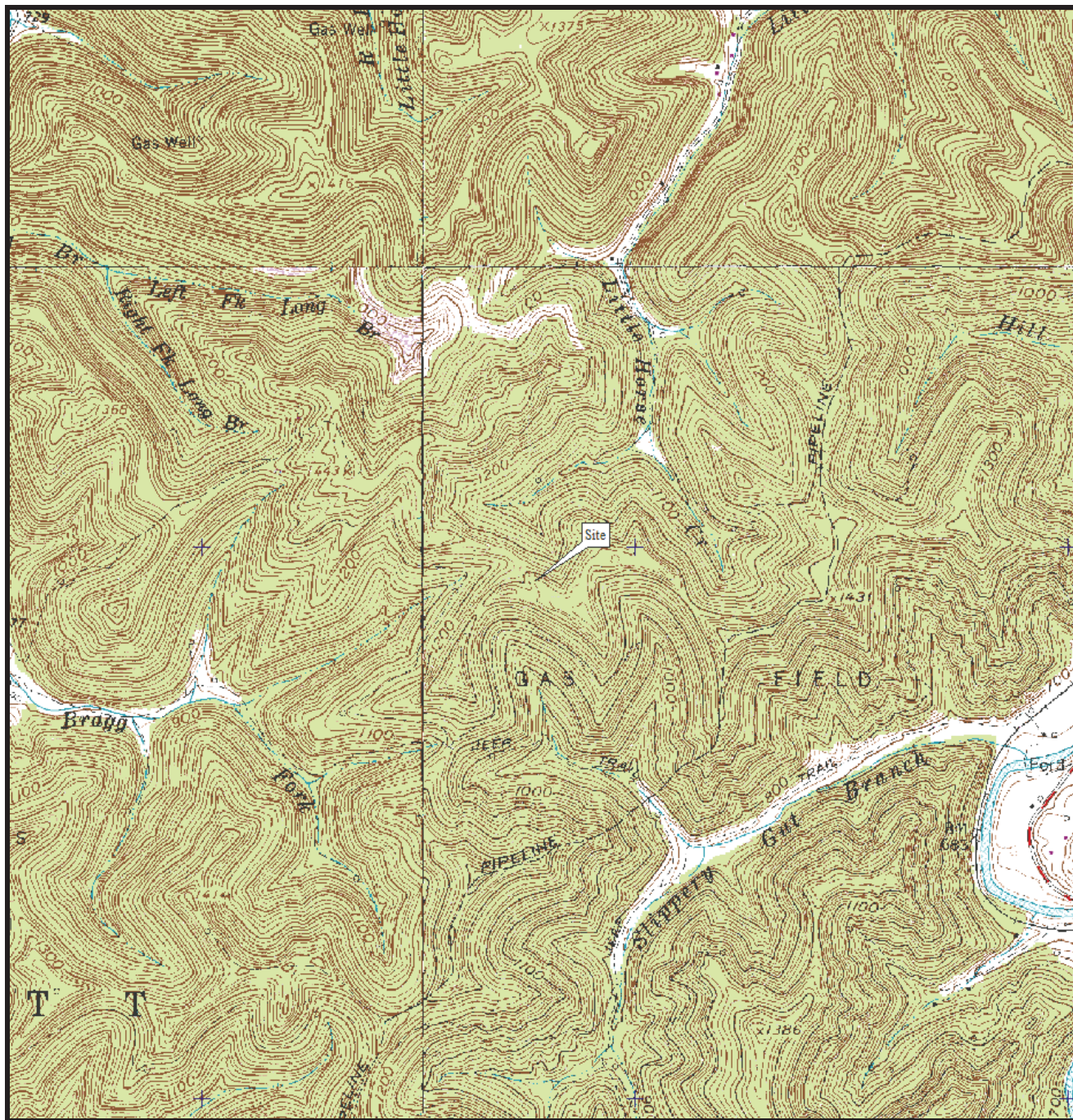
KEMRON personnel collected nine (9) confirmatory soil samples during UST system closure activities. These confirmatory soil samples were designated as follows: NW (3'), SW (7'), EW (7'), WW (7'), UST-1 (14'), UST-2 (12'), Disp-1 (3'), Disp-2 (3'), and P-1 (3'). All confirmatory samples were submitted to REIC and analyzed for BTEX and MTBE by EPA Method 8021B and TPH-GRO/DRO by modified EPA Method 8015C.

Laboratory analytical results for confirmatory soil samples collected on March 26, 2013, indicated that adsorbed-phase constituent concentrations were below the applicable WVDEP Soil Cleanup Guidelines in all soil samples collected. Laboratory analytical results for soil samples collected during UST system closure activities are summarized in **Table 2**. Copies of the laboratory analytical results are provided in **Appendix D**.

### 5.0 CONCLUSIONS

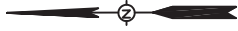
On March 26, 2013, KEMRON conducted oversight services for UST system removal activities at the Site. Laboratory analytical results for confirmatory soil samples collected following removal of the gasoline and diesel UST system on March 26, 2013, indicated constituent concentrations below the applicable WVDEP Soil Cleanup Guidelines for all soil samples collected.

## FIGURES



**FIGURE 1**

**SITE LOCATION MAP**  
Hobet Mining LLC  
U.S. Route 119 and Shafer Road, Madison, West Virginia  
38°06'55.91" N and 81°52'32.96" W  
(Source: DeLorme Topo USA 3.0)

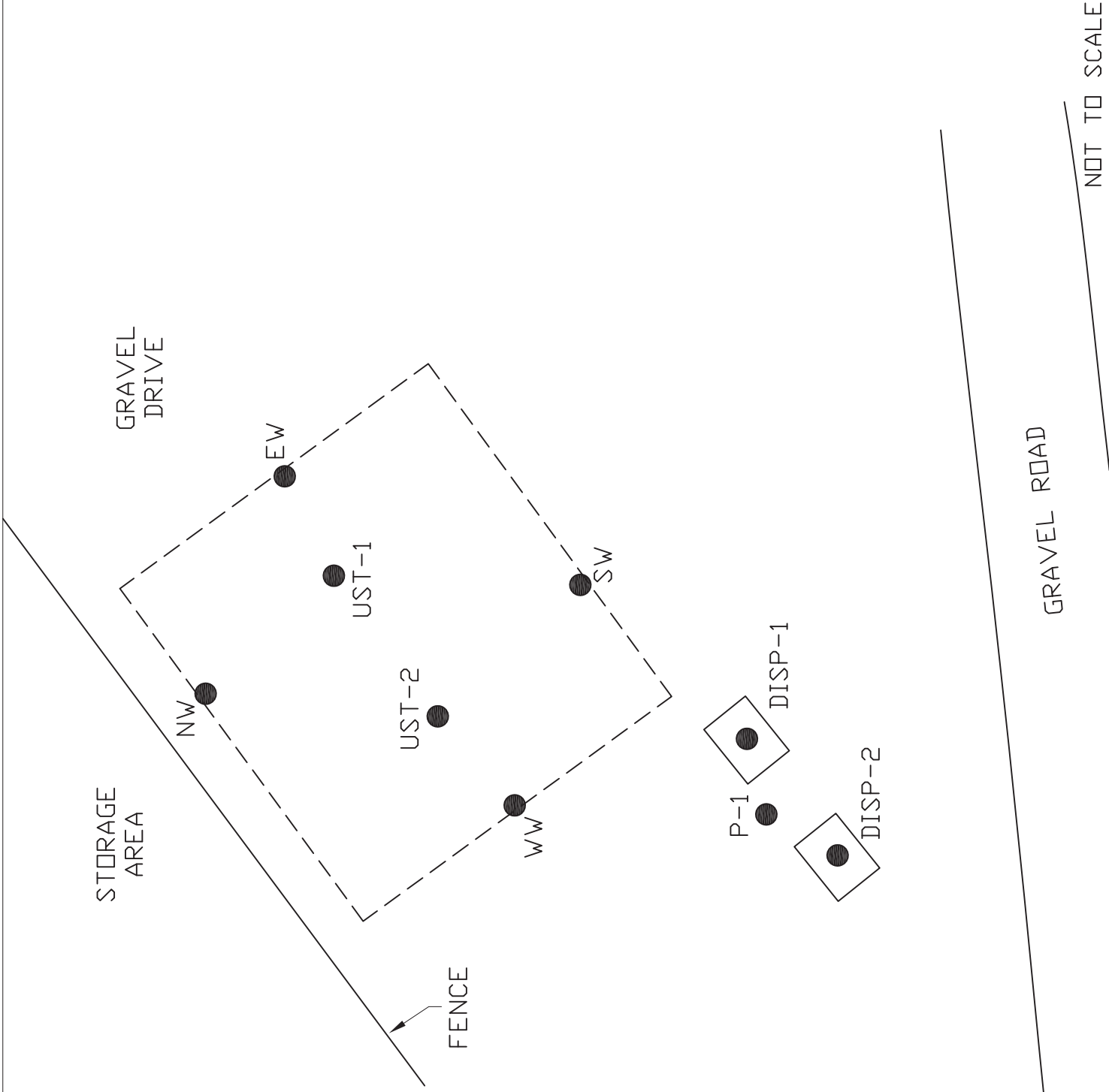


SAMPLE DEPTHS	
NW	7'
SW	7'
EW	7'
WW	7'
UST-1	14'
UST-2	12'
DISP-1	3'
DISP-2	3'
P-1	3'

LEGEND

● SOIL SAMPLE LOCATION

□ UST PIT



NOT TO SCALE



KEMRON Environmental Services, Inc.  
5 Craddock Way, Rock Branch Industrial Park  
Poca, WV 25159

PROJECT NO. WV1338	ACAD FILE: SITE MAP	DRAWING DATE: 03/28/13
DESIGNED ADC	SITE AND SAMPLE LOCATION MAP HOBET MINING LLC	
DETAILED ADC	U.S. ROUTE 119 AND SHAFER ROAD MADISON, WEST VIRGINIA	
CHECKED BCG	CLIENT/LOCATION: HOBET MINING LLC/MADISON, WV	FIGURE: 2

## TABLES



**Table 1  
Field Screening Results  
Hobet Mining LLC  
U.S. Route 119 and Shafer Road  
Madison, West Virginia**

Location, Description, and Sample Depth	Date	PID Readings (ppm)
North wall of UST basin, brown and beige sandy, silty clay, 7 ft. b.g.s.	03/26/13	0.0
South wall of UST basin, light brown sandy, silty clay, 7 ft. b.g.s.	03/26/13	0.0
East wall of UST basin, light brown silty clay, 7 ft. b.g.s.	03/26/13	0.0
West wall of UST basin, brown sandy, silty clay, 7 ft. b.g.s.	03/26/13	0.0
Bottom of UST basin (UST-1), light brown sandy, silty clay, 14 ft. b.g.s.	03/26/13	0.0
Bottom of UST basin (UST-2), brown sandy, silty clay, 12 ft. b.g.s.	03/26/13	0.0
Beneath diesel dispenser (Disp-1), light brown, sandy, silty clay, 3 ft. b.g.s.	03/26/13	0.9
Beneath gasoline dispenser (Disp-2), light brown, sandy, silty clay, 3 ft. b.g.s.	03/26/13	0.0
Beneath gasoline piping (P-1), light brown, sandy, silty clay, 3 ft. b.g.s.	03/26/13	0.1

ppm - Parts per Million



**Table 2**  
**Confirmatory Soil Sample Analytical Results**  
**Hobet Mining LLC**  
**U.S. Route 119 and Shafer Road**  
**Madison, West Virginia**

Sample ID	Sample Date	Depth Interval (feet)	Benzene (µg/Kg)	Toluene (µg/Kg)	Ethylbenzene (µg/Kg)	Total Xylenes (µg/Kg)	Total BTEX (µg/Kg)	MTBE (µg/Kg)	TPH (GRO) (µg/Kg)	TPH (DRO) (µg/Kg)
<b>WVDEP Cleanup Guidelines</b>			<b>50</b>				<b>10,000</b>		<b>100,000</b>	<b>100,000</b>
<b>NW</b>	03/26/13	7	<3.00	<3.00	<3.00	<9.00	<18.00	<15.0	<3,600	<3,890
<b>SW</b>	03/26/13	7	<2.92	<2.92	<2.92	<8.76	<17.52	<14.6	<3,750	<3,970
<b>EW</b>	03/26/13	7	<3.16	<3.16	<3.16	<9.48	<18.96	<15.8	<4,100	<3,910
<b>WW</b>	03/26/13	7	<3.08	<3.08	<3.08	<9.24	<18.48	<15.4	<3,850	<3,880
<b>UST-1</b>	03/26/13	14	<3.04	<3.04	<3.04	<9.12	<18.24	<15.2	<3,750	<3,950
<b>UST-2</b>	03/26/13	12	<2.88	<2.88	<2.88	<8.64	<17.28	<14.4	<3,600	<3,890
<b>Disp-1</b>	03/26/13	3	<2.80	<2.80	<2.80	<8.40	<16.80	<14.0	<b>700 J</b>	<3,970
<b>Disp-2</b>	03/26/13	3	<3.08	<3.08	<3.08	<9.24	<18.48	<15.4	<3,900	<b>24,100</b>
<b>P-1</b>	03/26/13	3	<3.28	<b>1.00 J</b>	<3.28	<7.90 J	<15.46 J	<16.4	<3,980	<b>28,000</b>

µg/Kg - Micrograms per Kilogram

Positive detections are bold

Concentrations exceeding the WVDEP Soil Cleanup Guidelines are shaded

J - Analyte detected below laboratory quantitation limits



**APPENDIX A**  
**WVDEP CORRESPONDENCE**



#5 Craddock Way • Rock Branch Industrial Park • Poca, WV 25159 • TEL 304-755-0999 • FAX 304-755-0990

January 11, 2013

Mrs. Ruth Porter  
West Virginia Department of Environmental Protection  
Division of Water and Waste Management  
Office of Environmental Enforcement  
601 57<sup>th</sup> Street SE  
Charleston, WV 25304

**Re: Underground Storage Tank System Closure Notification  
Hobet Mining, LLC  
US Route 119 and Shaffer Road  
Madison, West Virginia  
WV ID# 0-300236**

Dear Ms. Porter,

On behalf of Hobet Mining, LLC (Hobet), KEMRON Environmental Services, Inc. (KEMRON) hereby notifies the West Virginia Department of Environmental Protection (WVDEP) of Hobet's intent to permanently close the underground storage tank (UST) system at the above-referenced facility by removal.

Activities to be conducted at the Hobet facility in Madison, West Virginia will include removal of one (1) 15,000-gallon capacity gasoline UST and one (1) 10,000-gallon capacity diesel UST.

Following the UST closure activities, KEMRON will submit a *UST Closure Report* to WVDEP Division of Water and Waste Management, which will include details of UST closure activities, a copy of the UST Notification form, copies of waste disposal records and receipts, laboratory analytical data, photographic documentation, and recommendations for further activities, if site conditions warrant.

If you have any questions concerning this notification, please feel free to contact our office at (304) 755-0999.

Sincerely,  
**KEMRON Environmental Services, Inc.**

A handwritten signature in black ink, appearing to read "BJG", with a long horizontal stroke extending to the right.

Benjamin C. Greene II  
Project Manager

# UST CLOSURE AUTHORIZATION



UST ID#: 0-300236

Facility Name: Hobet Mining LLC

WV Department of Environmental Protection  
 Division of Water and Waste Management  
 Environmental Enforcement/UST Unit

[www.dep.wv.gov/WWE/ee/ust](http://www.dep.wv.gov/WWE/ee/ust)

601 57<sup>th</sup> Street  
 Charleston, WV 25304  
 (304) 926-0470

<b>Physical Location:</b>	<b>US Route 119 and Shaffer Road</b>		<b>City:</b>	<b>Madison</b>
<b>Owner:</b>	<b>Hobet Mining LLC</b>	<b>Phone:</b>	<b>304369-6780</b>	<b>Class B Worker:</b>
				<b>Abdo Chaber</b>
				<b>Phone:</b>
				<b>304-755-0999</b>
<b>Address:</b>	<b>PO Box 305</b>	<b>Zip:</b>	<b>25130</b>	<b>Address:</b>
				<b>KEMRON, #5 Craddock Way, Poca</b>
				<b>Zip:</b>
				<b>25159</b>
<b>Contact:</b>	<b>Kenny Daniels</b>	<b>E-Mail:</b>		<b>Cert #:</b>
				<b>B792</b>
				<b>E-Mail:</b>
				<b>bgreene@kemron.com</b>

This office received your notice of UST system permanent closure in accordance with 40CFR 280.71(a) on 1/11/2013.

**CLOSURE ACTIVITIES MAY OCCUR BETWEEN THE DATES OF 2/11/2013 AND 5/11/2013**

Your site has been assigned closure number C-7968-2013. Please refer to this number for future correspondence concerning this closure. The closure is not to begin until the date has been scheduled with the undersigned inspector. All closure report information listed on the checklist below must be submitted to the UST Inspector within 30 days after the closure occurs.

Waiver of 30 days?  Yes  No    Check here for piping upgrade     # of tanks to be removed: 2    Installed: \_\_\_\_\_

Should you have any questions, please contact Denise Hight at (304) 926-0499, ext. 1353

Or send correspondence to: denise.a.hight@wv.gov

Inspector Signature: Denise Hight    Date: 1/24/2013

**The following components must be included in the closure report in order for it to be accepted.**

Closure Documentation Checklist:

- Properly completed Notification form signed and dated by WVDEP Certified tank remover AND UST owner with closure dates filled in
- UST-22 Tank Closure form completed for each product with all required signatures
- Lab analysis (TPH, GRO, DRO, BTEX, MtBE):**  lab certification  signed chain of custody forms
  - samples for 4 walls & bottom of each tank pit, pit water, every 15' of piping and under each dispenser
  - sample temperature (6 degrees Celsius or below) and date received present on chain of custody form
- OER notified within 24 hours (304-924-6211 or 800-642-3074) of any contamination found
- Detailed photographs including all pertinent activities (including, but not limited to, inerting/purging, LEL/O2 monitoring of tanks, tank/piping condition, cutting and cleaning, collection of waste/product/contaminated soil, sampling activities with location, condition of the tank pit)
- Tank disposal receipt
- Hazardous Waste manifest for materials not destined for recycling/reuse & tank bottoms that have not been tested for hazardous characteristics OR receipt for reuse/recycling
- Non-hazardous/Industrial waste manifest for non-contaminated pit water or other liquids that were deemed nonhazardous after proper testing
- Contaminated soil disposal receipts
- 2 copies of report submitted to WVDEP UST inspector (1 additional to OER Project Manager if a leak site)

UST-22

(REV 1/1/2008)

Complete one for each product:

WVID Number: 0-300236 Closure Number: C-7968-2013 EPA ID No. (HW): \_\_\_\_\_

Owner/Generator's Name: Patriot Coal Phone No.: (304) 369-8308

Owner/Generator's Address: U.S. Route 119 and Shaffer Road, Madison, West Virginia, 25130

Contractor's Name: Abdo Chaber WV Certification No.: B792

Contractor's Phone No.: (304) 755-0999

Tank Number/s (from notification form): 2 (Diesel)

I. Tank Closure: Date: 03/26/13

**A.**

<b>Tank:</b>	
Vapor purging methods:	<u>Eductor</u> LEL: <u>4%</u> O2: <u>20.9</u>
Tank cleaning methods:	<u>Scraping</u>
Tanks Destination Name:	<u>RJ Recycling LLC</u>
Site Address:	<u>Nitro, West Virginia</u>
Tank Clean at destination:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If no where: <u>On-site</u>
Future use of the tank:	<u>Scrap</u>
Transporter Name:	<u>G&amp;L Stone</u> ID: _____

**B.**

Liquid removed from tank: Type:	<u>Gasoline</u>	Amount in gallons:	<u>240</u>
Reused:	_____	How reused:	_____
Recycled:	_____	Recycling Facility:	_____
Recycling Facility Address: _____			
<b>*Provide receipt from facility.</b>			
Hazardous Waste (HW):	<u>X</u>	Non-Hazardous:	_____
Disposal Method:	<u>incinerate</u>		
Designated Facility Name:	_____		
Designated Facility Address:	_____		
Transporter Name:	_____		
		Transporter ID (HW):	_____

**C.**

Solids & Tank Bottoms: Type:	<u>Sludge</u>	Amount:	<u>20 gal.</u>
Hazardous Waste (HW):	<u>X</u>	Non-Hazardous:	_____
Waste Number (HW):	_____	Disposal Method:	_____
Designated Facility Name:	_____		
Designated Facility Address:	_____		
Transporter Name:	_____		
		Transporter ID (HW):	_____

II. Piping Closure: Date: 03/26/13

A. Length of piping between tank & product dispenser:	<u>5 feet</u>
B. Piping closure method:	<u>Removed</u>

UST-22

TANK CLOSURE REPORT

(REV 1/1/2008)

III. Tank Closure in Place: Date: N/A

A. Type of inert material used to fill tank: N/A

IV. Site Assessment: Date: 03/26/13

A. Free product present: Yes  No

B. Sampling Date 03/26/13 Sampling Method Used: 5035

Type of Sampling Device: Soils Terracore Water:

Type of Sampling Container: Soils 40 ml and 4 oz. jars Water:

C. Analysis

Lab Name: REIC

Attach a copy of the laboratory's current West Virginia certification.

Data Analyzed: 10/15-19/12 \*Lab QA Plan should be available upon request.

A copy of the original sample report as received from the lab is requested in accordance with 280.34.

Provide a current copy of the laboratory's West Virginia certification.

D. Provide a diagram of the sample location and depths below.

V.

Certification:

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Signature of Contractor:

Certification No. 1792

Date:

04/15/13

Signature of UST Owner:

Date:

5/2/13

Return this form to the UST Inspector at the DEP District Office for the county where the tanks are located.

UST-22

(REV 1/1/2008)

Complete one for each product:

WVID Number: 0-300236 Closure Number: C-7968-2013 EPA ID No. (HW): \_\_\_\_\_

Owner/Generator's Name: Patriot Coal Phone No.: (304) 369-8308

Owner/Generator's Address: U.S. Route 119 and Shaffer Road, Madison, West Virginia, 25130

Contractor's Name: Abdo Chaber WV Certification No.: B792

Contractor's Phone No.: (304) 755-0999

Tank Number/s (from notification form): 1 (Gasoline)

I. Tank Closure: Date: 03/26/13

**A.**

<b>Tank:</b>	
Vapor purging methods:	<u>Eductor</u> LEL: <u>4%</u> O2: <u>20.9</u>
Tank cleaning methods:	<u>Scraping</u>
Tanks Destination Name:	<u>RJ Recycling LLC</u>
Site Address:	<u>Nitro, West Virginia</u>
Tank Clean at destination:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If no where: <u>On-site</u>
Future use of the tank:	<u>Scrap</u>
Transporter Name:	<u>G&amp;L Stone</u> ID: _____

**B.**

Liquid removed from tank: Type:	<u>Gasoline</u>	Amount in gallons:	<u>240</u>
Reused:	_____	How reused:	_____
Recycled:	_____	Recycling Facility:	_____
Recycling Facility Address: _____			
<b>*Provide receipt from facility.</b>			
Hazardous Waste (HW):	<u>X</u>	Non-Hazardous:	_____
Disposal Method:	<u>incinerate</u>		
Designated Facility Name:	_____		
Designated Facility Address:	_____		
Transporter Name:	_____		
		Transporter ID (HW):	_____

**C.**

Solids & Tank Bottoms: Type:	<u>Sludge</u>	Amount:	<u>20 gal.</u>
Hazardous Waste (HW):	<u>X</u>	Non-Hazardous:	_____
Waste Number (HW):	_____	Disposal Method:	_____
Designated Facility Name:	_____		
Designated Facility Address:	_____		
Transporter Name:	_____		
		Transporter ID (HW):	_____

II. Piping Closure: Date: 03/26/13

A. Length of piping between tank & product dispenser:	<b>12 feet</b>
B. Piping closure method:	<u>Removed</u>

UST-22

**TANK CLOSURE REPORT**

(REV 1/1/2008)

III. Tank Closure in Place: Date: N/A

A. Type of inert material used to fill tank: N/A

IV. Site Assessment: Date: 03/26/13

A. Free product present: Yes  No   
 B. Sampling Date: 03/26/13 Sampling Method Used: 5035  
 Type of Sampling Device: Soils Terracore Water:  
 Type of Sampling Container: Soils 40 ml and 4 oz. jars Water:

C. Analysis  
 Lab Name: REIC

**Attach a copy of the laboratory's current West Virginia certification.**

Data Analyzed: 10/15-19/12 \*Lab QA Plan should be available upon request.

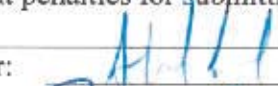
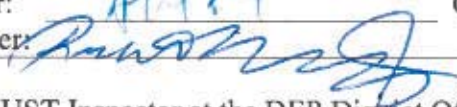
A copy of the original sample report as received from the lab is requested in accordance with 280.34. Provide a current copy of the laboratory's West Virginia certification.

D. Provide a diagram of the sample location and depths below.

V.

Certification:

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

Signature of Contractor:  Certification No. 13792 Date: 04/15/13  
 Signature of UST Owner:  Date: 5/2/13

Return this form to the UST Inspector at the DEP District Office for the county where the tanks are located.



West Virginia

4/2010

**Department of Environmental Protection  
NOTIFICATION FOR UNDERGROUND STORAGE TANKS**

WV Department of Environmental Protection  
Division of Water & Waste Management-EE/UST  
601 57<sup>th</sup> St., Charleston, WV 25304  
(304) 926-0470 FAX: (304) 926-0477

**STATE USE ONLY**

ID #	
DATE REC'D:	Data entry clerk initial below ↓
Date entered in Database:	
Date contacted:	NAME OF CONTACT:
Comments/clarification (↓) :	

**TYPE OF NOTIFICATION**

NEW     
  AMENDED     
  CLOSURE     
  CHANGE OF OWNER  
 # C-7968-2013

\_\_\_\_\_ # Tanks at facility     
 \_\_\_\_\_ # additional sheets attached     
 2 # Tanks closed

**INSTRUCTIONS AND GENERAL INFORMATION**

**Please type or print in ink.** Also, be sure you have signatures in ink for sections VIII and XI. Complete a notification form for each location containing underground storage tanks. If more than 6 tanks are present at this location, photocopy pages 2 through 4 and use them for additional tanks.

The primary purpose of this notification program is to locate and evaluate underground storage tank systems (USTs) that store or have stored petroleum or hazardous substances. The information you provide will be based on reasonably available records, or in the absence of such records, your knowledge and recollection.

State law (West Virginia Underground Storage Tank Act, Chapter 22 Article 17) requires UST owners to use this notification form for all USTs storing regulated substances that are brought into use after May 1, 1990, (May 8, 1986, by Federal law) or USTs in the ground as of May 1, 1990, (May 8, 1986 by Federal law) that stored regulated substances at any time.

**Who Must Notify?** The UST Act requires owners of USTs that store regulated substances (unless exempted) to notify the WV Department of Environmental Protection of the existence of their USTs. "Owner" is defined as:

- any person who owns an UST that was in use on November 8, 1984 or after used for storage, use or dispensing of regulated substances
- any person who owned the UST immediately before the discontinuation of its use if last used before November 8, 1984.

Also, any facility that has made any changes to facility information or UST system status must submit a notification form.

**Where to Notify?** Send completed forms to the address above.

**What USTs Are Included?** An UST system is defined as any one or combination of tanks that (1) Is used to contain an accumulation of regulated substances, and (2) whose volume (including connected underground piping) is 10% or more below the ground. Regulated USTs store petroleum or hazardous substances (see the following "What Substances Are Covered").

**Penalties:** Any owner who knowingly fails to register or submits false information shall be subject to a civil penalty not to exceed \$10,000 for each tank that is not registered or for which false information is submitted.

**What Tanks Are Excluded From Notification?**

- Tanks removed from the ground on or before May 8, 1986;
- Farm or residential tanks of 1,100 gallons or less capacity storing motor fuel for noncommercial purposes;
- Tanks storing heating oil for use on the premises where stored;
- Septic tanks;
- Pipeline facilities (including gathering lines) regulated under the Natural Gas Pipeline Safety Act of 1968, or the Hazardous Liquid Pipeline Safety Act of 1979, or which is an intrastate pipeline facility regulated under State laws;
- Surface impoundments, pits, ponds, or lagoons;
- Storm water or waste water collection systems;
- Flow-through process tanks;
- Liquid traps or associated gathering lines directly related to oil or gas production and gathering operations;
- Tanks on or above the floor of underground areas, such as basements or tunnels;
- Tanks with a capacity of 110 gallons or less.

**What Substances Are Covered?** The notification requirements apply to USTs containing petroleum or certain hazardous substances. Petroleum includes gasoline, used oil, diesel fuel, crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60°F and 14.7 pounds per square inch absolute). Hazardous substances are those found in Section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), with the exception of those substances regulated as hazardous waste under Subtitle C of RCRA.

**When to Notify?** 1. Owners of USTs in use or that have been taken out of operation, but are still in the ground must notify by May 1, 1990 (May 8, 1986, by Federal law). 2. Owners who bring USTs into use after May 1, 1990, (May 8, 1986, by Federal law) must notify within 30 days of bringing the UST into use. 3. Notification of any amendments to the facility must be filed by December 31 of that year. 4. Upon change of ownership.

**I. OWNERSHIP OF UST(S)**

**Owner Name** (Corporation, Individual, Public Agency, Other Entity)  
Hobet Mining LLC

Address: U.S. Route 119 and Shafer Road  
City: Madison  
State: WV Zip: 25130 County: Boone

Owner Phone: (304) 369-8308      Facility Phone: (304) 369-8308

**Operator Name:**  
Hobet Mining LLC

Phone: 304-369-8308  
Fax:

**II. LOCATION OF UST(S)**

**Facility Name and Identifier:**  
Hobet Mining LLC

Street Address: U.S. Route 119 and Shafer Road  
City: Madison  
State: WV Zip: 25130 County: Boone

Latitude: 38° 06' 56.00"      Longitude: 81° 52' 32.97"

Tax District:      Map:      Parcel:

E-Mail/fax/Other: [rbeauchamp@patriotcoal.com](mailto:rbeauchamp@patriotcoal.com)

Address: U.S. Route 119 and Shafer Road      City: Madison      State: WV      Zip: 25130

Contact name: Richard Beauchamp      Title: Senior Environmental Engineer      Phone: 304-369-8308



<b>dep</b>	<b>West Virginia</b> <b>Department of Environmental Protection</b>	04/2010
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**NOTIFICATION FOR UNDERGROUND STORAGE TANKS**

III. TYPE OF OWNER	IV. INDIAN COUNTRY	V. TYPE OF FACILITY		
<input type="checkbox"/> Federal Government <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> State Government <input type="checkbox"/> Private <input type="checkbox"/> Local Government <input type="checkbox"/> Unk/abandoned	This section does not apply to West Virginia	<input type="checkbox"/> Gas Station <input type="checkbox"/> Contractor <input type="checkbox"/> Railroad <input type="checkbox"/> Industrial <input type="checkbox"/> Residential	<input type="checkbox"/> Federal Non-military <input type="checkbox"/> Federal Military <input type="checkbox"/> Petroleum Distributor <input type="checkbox"/> Trucking/Transport <input type="checkbox"/> Auto Dealership	<input type="checkbox"/> Airline Taxi <input type="checkbox"/> Aircraft Owner <input type="checkbox"/> Utilities <input type="checkbox"/> Farm <input checked="" type="checkbox"/> Other (explain below): Coal Mining Operation

**VI. CONTACT PERSON IN CHARGE OF TANKS (↓)**

Name: Richard Beauchamp    Job Title: Senior Environmental Engineer    Phone #: 304-369-8308  
 Cell #: \_\_\_\_\_

Address: U.S. Route 119 and Shafer Road    E-Mail: rbeauchamp@patriotcoal.com  
 Other: \_\_\_\_\_

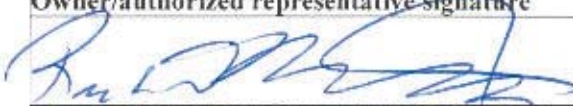
**VII. FINANCIAL RESPONSIBILITY**

I have met the financial responsibility requirements (in accordance with 40 CFR Subpart H) by using the following mechanism (check all that apply):

<input type="checkbox"/> Self Insurance	<input type="checkbox"/> Other Method (describe here):
<input checked="" type="checkbox"/> Commercial Insurance	<input type="checkbox"/> Surety Bond
<input type="checkbox"/> Local Government Financial Test	<input type="checkbox"/> Letter of Credit
<input type="checkbox"/> Guarantee	<input type="checkbox"/> Bond Rating Test

**VIII. CERTIFICATION (Read and sign after completing ALL SECTIONS of this notification form)**

I certify under penalty of law that I have personally examined and am familiar with the information submitted in Sections I through XI of this notification form and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.

Owner/authorized representative signature	Official title of signatory	Printed name of signatory	Date signed
	Senior Environmental Engineer	Richard Beauchamp	5/7/2013

**IX. DESCRIPTION OF UNDERGROUND STORAGE TANKS (Complete for all tanks and piping at this location.)**

Tank ID # (list compartmental tanks in this way: 1a, 1b, 2a, 2b, etc):	1	2	3	4	5	6
<b>1. Status of Tank</b> (Check only one):						
Currently in Use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Temporarily Out of Service (Must Complete Section X)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Permanently Closed (Must Complete Section X & sign bottom of page 4)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2. Date of Installation</b> (month/year)	Unk	Unk				
<b>3. Estimated Total Capacity</b> (gallons)	15,000	10,000				
<b>4. Material of Construction</b> (check all that apply):						
Asphalt coated/Bare Steel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lined Interior	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cathodically Protected Steel Impressed Current	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cathodically Protected Steel Galvanic(example STIP-3)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Composite (Fiberglass/polyurethane-coated)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fiberglass Reinforced Plastic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Polyethylene Tank Jacket	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Excavation Liner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unknown	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other tank material (Specify):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Double Walled (required if tanks installed after 6/30/2008)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Tank Brand & Model:						
Check box if tank has ever been repaired (enter date in box below)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
If tank has ever been repaired, enter date here:						



**West Virginia  
Department of Environmental Protection**

04/2010

**NOTIFICATION FOR UNDERGROUND STORAGE TANKS**

		Tank ID #:		1	2							
<b>5. Piping Systems</b> (Check all that apply):		Unprotected Steel		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Unprotected Copper		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Cathodically Protected Impressed Current		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Cathodically Protected Galvanic		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Fiberglass Reinforced Plastic		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Flexible Plastic		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Double Walled Piping (required if installed after 6/30/2008)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Containment Sumps (required if piping installed after 6/30/2008)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Unknown		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other piping material (Specify):		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Brand Name of Piping:</b> N/A												
Date of Installation (month/year):												
Total length of piping (feet):		25	8									
If partial piping has ever been replaced enter date here:												
Specify length of piping replaced (feet):												
<b>6. Piping Type</b> (Check all that apply)		Pressure		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		"Safe" Suction (no valve at tank)		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		"Unsafe Suction (U.S.)" (valve at tank)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Gravity Feed		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>7. Substance Stored</b> (check all that apply)		Gasoline		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Ethanol (enter percentage)										
		Diesel		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Bio-diesel (enter percentage)										
		Heating Oil		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Used Oil		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Kerosene		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other (specify):		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Hazardous Substance		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
CERCLA name/CAS #												
Mixture of Substances (specify):												
<b>8. Release Detection</b>		(check all that apply)		<b>TANK</b>	<b>PIPE</b>	<b>TANK</b>	<b>PIPE</b>	<b>TANK</b>	<b>PIPE</b>	<b>TANK</b>	<b>PIPE</b>	
		Manual tank gauging		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Automatic tank gauging		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Inventory Control		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Tightness testing		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Vapor monitoring (must attach VM site assessment)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Enter Vapor Monitoring equipment used:										
		Groundwater monitoring (must attach GWM site assessment)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Interstitial monitoring (required if installed after 6/30/08)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Electronic line leak detectors		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		Mechanical line leak detectors		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		SIR		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		None required because: Piping is safe suction		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
		UST serves an emergency generator and was installed before 7/1/08		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Other method allowed by implementing agency (specify):		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Total # of Dispensers:</b>	2	<b>List dispenser #s for which dispenser systems were replaced after 6/30/08:</b> (if dispenser cabinet and/or shear valve only are replaced this does not apply)						<b>Dispenser pans installed and tested liquid-tight?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No				

<b>dep</b>	<b>West Virginia</b> <b>Department of Environmental Protection</b>	04/2010
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**NOTIFICATION FOR UNDERGROUND STORAGE TANKS**

		Tank ID #:					
		1	2				
<b>9. Spill and Overfill Protection</b>	Overfill device installed (insert type below)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Type of overfill device	Fill Shut Off "Flapper" Valve:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Overfill Alarm (must alert delivery driver):	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Ball Float (No longer allowed for new systems):	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Type of spill device installed:	Capacity						

**X. CLOSURE OR CHANGE IN SERVICE (be sure that class B individual signs page 4)**

<b>1. Estimated date UST last used for storing regulated substance</b>	2013	2013				
Check here if this is a change in service to a non-regulated tank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2. Tank Closure</b> (check all that apply):	Estimated date tank closed (MM/DD/YR)	03/26/13	03/26/13			
	Tank was removed from ground	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Tank filled with inert material	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Type of inert material:						
<b>3. Site Assessment</b>	Check here if site assessment was completed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Check here if evidence of release was detected	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Date Office of Environmental Remediation was notified of release (if applicable):						

**XI. CERTIFICATION OF INSTALLATION (COMPLETE FOR UST SYSTEMS INSTALLED AFTER 12/22/1988)**


Installer check all that apply:	Installer is certified by tank & piping manufacturer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Installer certified by the WVDEP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Installation inspected by a registered engineer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Manufacturer's installation checklists completed (attach a copy of each)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other method of Certification of Installation (specify):		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**If as-built layout of UST system has changed from proposed layout, attach as-built site plan.**

Enter additional comments here:

**Effective 7/1/2008, all new and replaced tanks and piping must be secondarily contained with monthly interstitial monitoring. New or replaced dispenser systems and piping must be provided with water-tight sumps that are monitored monthly for leaks and tested for liquid tightness once every 3 years. New or replaced dispenser system and piping sumps must be liquid-tight, compatible with the substance conveyed, allow for visual inspection/monitoring and be liquid-tightness tested every 3 years.**

**Signature of WVDEP Certified UST Worker Certifying Proper Installation, Repair, Upgrade, Closure, or Change-in-service of UST System**

Name: <u>Abdo Chaber</u>	Company: <u>KEMRON Environmental Services, Inc.</u>
WVDEP Certification #: <u>B792</u>	Signature:  Date: <u>03/26/13</u>

**APPENDIX B**  
**PHOTOGRAPHIC LOG**



**KEMRON Environmental Services, Inc.  
Photographic Record**

<b>Client:</b> ASA Construction	<b>Project Number:</b> WV1338
<b>Site Name:</b> Hobet Mining LLC	<b>Site Location:</b> Madison, West Virginia

**Photographer:**  
ADC

**Date:**  
03/26/13

**Direction:**  
NORTH

**Comments:**  
Removing asphalt cover from tank pit area.



**Photographer:**  
ADC

**Date:**  
03/26/13

**Direction:**  
SOUTHEAST

**Comments:**  
Uncovering fill port for gasoline UST.





**KEMRON Environmental Services, Inc.  
Photographic Record**

<b>Client:</b> ASA Construction	<b>Project Number:</b> WV1338
<b>Site Name:</b> Hobet Mining LLC	<b>Site Location:</b> Madison, West Virginia

**Photographer:**  
ADC

**Date:**  
03/26/13

**Direction:**  
EAST

**Comments:**  
Former dispenser area.



**Photographer:**  
ADC

**Date:**  
03/26/13

**Direction:**  
SOUTH

**Comments:**  
Uncovered gasoline UST.



**KEMRON Environmental Services, Inc.  
Photographic Record**

<b>Client:</b> ASA Construction	<b>Project Number:</b> WV1338
<b>Site Name:</b> Hobet Mining LLC	<b>Site Location:</b> Madison, West Virginia

**Photographer:**  
ADC

**Date:**  
03/26/13

**Direction:**  
NORTHEAST

**Comments:**  
Gasoline UST being removed from UST pit.



**Photographer:**  
ADC

**Date:**  
03/26/13

**Direction:**  
NORTHEAST

**Comments:**  
Gasoline UST removed from pit.





**KEMRON Environmental Services, Inc.  
Photographic Record**

<b>Client:</b> ASA Construction	<b>Project Number:</b> WV1338
<b>Site Name:</b> Hobet Mining LLC	<b>Site Location:</b> Madison, West Virginia

<b>Photographer:</b> ADC
<b>Date:</b> 03/26/13
<b>Direction:</b> NORTHWEST
<b>Comments:</b> Diesel UST being removed from UST pit.



<b>Photographer:</b> ADC
<b>Date:</b> 03/26/13
<b>Direction:</b> WEST
<b>Comments:</b> Diesel UST removed from pit.





**KEMRON Environmental Services, Inc.  
Photographic Record**

<b>Client:</b> ASA Construction	<b>Project Number:</b> WV1338
<b>Site Name:</b> Hobet Mining LLC	<b>Site Location:</b> Madison, West Virginia

**Photographer:**  
ADC

**Date:**  
03/26/13

**Direction:**  
NORTH

**Comments:**  
Hole cut in gasoline UST to clean.



**Photographer:**  
ADC

**Date:**  
03/26/13

**Direction:**  
NORTH

**Comments:**  
Hole cut in diesel UST to clean.





**KEMRON Environmental Services, Inc.  
Photographic Record**

<b>Client:</b> ASA Construction	<b>Project Number:</b> WV1338
<b>Site Name:</b> Hobet Mining LLC	<b>Site Location:</b> Madison, West Virginia

<b>Photographer:</b> ADC
<b>Date:</b> 03/26/13
<b>Direction:</b> NORTH
<b>Comments:</b> Cleaned gasoline UST.



<b>Photographer:</b> ADC
<b>Date:</b> 03/26/13
<b>Direction:</b> NORTH
<b>Comments:</b> Cleaned diesel UST.



**APPENDIX C**  
**MANIFESTS AND CLEANING CERTIFICATE**

<b>NON-HAZARDOUS WASTE MANIFEST</b>	1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone <i>304 368-8308</i>	4. Waste Tracking Number	
5. Generator's Name and Mailing Address <i>Hobet Mining Rd. 119 + Shasta Rd Exit</i>		Generator's Site Address (if different than mailing address)			
Generator's Phone: <i>304 369-8308</i>					
6. Transporter 1 Company Name <i>Enviro Tank Clean</i>			U.S. EPA ID Number		
7. Transporter 2 Company Name			U.S. EPA ID Number		
8. Designated Facility Name and Site Address <i>12381 Shasta Rd. 7 Unit A Del Rio Cmg</i>			U.S. EPA ID Number		
Facility's Phone: <i>740-423-0907</i>					
9. Waste Shipping Name and Description		10. Containers		11. Total Quantity	12. Unit Wt./Vol.
		No.	Type		
1. <i>Diesel Fuel + water</i>		<i>1</i>	<i>vac truck</i>	<i>250 gal</i>	<i>gal 250 gal</i>
2.					
3.					
4.					
13. Special Handling Instructions and Additional Information <i>ETC APPROVAL #WPO03873-032513A-WW</i> <i>N/A</i>					
14. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations.					
Generator's/Offoror's Printed/Typed Name <i>Ben Coore L Hobet Mining</i>			Signature <i>BC</i>	Month <i>03</i>	Day <i>25</i>
15. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S.			Port of entry/exit: Date leaving U.S.:		
16. Transporter Acknowledgment of Receipt of Materials					
Transporter 1 Printed/Typed Name <i>Robert Hooper</i>			Signature <i>Robert Hooper</i>	Month <i>3</i>	Day <i>25</i>
Transporter 2 Printed/Typed Name			Signature	Month	Day
17. Discrepancy					
17a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection					
Manifest Reference Number:					
17b. Alternate Facility (or Generator)			U.S. EPA ID Number		
Facility's Phone:					
17c. Signature of Alternate Facility (or Generator)			Month	Day	Year
18. Designated Facility Owner or Operator: Certification of receipt of materials covered by the manifest except as noted in Item 17a					
Printed/Typed Name <i>TONYA LOYER</i>			Signature <i>Tonya Loyer</i>	Month <i>3</i>	Day <i>25</i>
				Year <i>13</i>	

GENERATOR

INT'L

TRANSPORTER

DESIGNATED FACILITY

Please print or type. (Form designed for use on elite (12-pitch) typewriter.)

<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1. Generator ID Number <b>WVD000700001</b>	2. Page 1 of <b>1</b>	3. Emergency Response Phone <b>877-738-7303</b>	4. Manifest Tracking Number <b>010498053 JJK</b>			
5. Generator's Name and Mailing Address <b>HOBET MNNG, INC. U.S. Route 119 at Shafer Road Madison, WV 25130</b>				Generator's Site Address (if different than mailing address) <b>Mud River Warehouse Madison, WV 25130</b>				
Generator's Phone: <b>304-369-8308</b>		6. Transporter 1 Company Name <b>ECO-FIRST, Inc.</b>		U.S. EPA ID Number <b>WVR000501304</b>				
7. Transporter 2 Company Name		U.S. EPA ID Number						
8. Designated Facility Name and Site Address <b>Enviro Tank Clean, Inc. 12381 State Route 7 - Unit A Belpre, OH 45714</b>				U.S. EPA ID Number <b>OHD987000783</b>				
Facility's Phone: <b>740-423-0907</b>								
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
		No.	Type					
X	<b>(RQ) WASTE FLAMMABLE LIQUIDS, N.O.S., (Gasoline), 3, UN 1993, PG. II, (ERG #126), (D001), (D018)</b> <i>(TL TL)</i>	<b>007</b>	<b>DM</b>	<b>350</b>	<b>G</b>	<b>D001</b> <i>(TL)</i>	<b>D018</b> <i>(TL)</i>	
14. Special Handling Instructions and Additional Information <b>WASTE DESTINED FOR USED OIL RECYCLING. WASTE SHIPPED PER OHIO ADMINISTRATIVE CODE RULE #3745-51-02 (e) (3) AND 3745-51-02 (c) (2) (b). ETC APRR# WP003873-032513A-WW</b>								
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.								
Generator's/Offeror's Printed/Typed Name <b>BRENDA HAGAN</b>				Signature <i>Brenda Hagan</i>		Month <b>1</b>	Day <b>1</b>	Year <b>2013</b>
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____								
17. Transporter Acknowledgment of Receipt of Materials								
Transporter 1 Printed/Typed Name <b>Charles E. Turner Jr., ECO-FIRST, Inc.</b>				Signature <i>Charles E. Turner Jr.</i>		Month <b>1</b>	Day <b>1</b>	Year <b>2013</b>
Transporter 2 Printed/Typed Name				Signature		Month	Day	Year
18. Discrepancy								
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection								
Manifest Reference Number: _____								
18b. Alternate Facility (or Generator)						U.S. EPA ID Number		
Facility's Phone: _____								
18c. Signature of Alternate Facility (or Generator)						Month	Day	Year
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)								
1.	2.	3.	4.					
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a								
Printed/Typed Name <b>TONYA LOYER</b>				Signature <i>Tonya Loyer</i>		Month <b>4</b>	Day <b>12</b>	Year <b>13</b>



TEAM ENVIRONMENTAL LLC

## Underground Storage Tank Cleaning Certificate

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This document certifies that TEAM Environmental LLC certifies that the underground storage tanks listed below have been devapored and cleaned per API1604 and API2105.

Tank Number	Volume (Gallons)	Product/Date Removed
#1	15,000 Steel	Gasoline-3/26/2013
#2	10,000 Steel	Diesel-3/26/2013

The tanks were cleaned at the following facility.

Facility Name: Patriot Coal

Facility Address: St. Rt. 119 Madison, WV

Cleaned By: Carson Chenoweth

Signature: 

Date: 3/26/2013

**Transaction    Type Tran-Date    Comment    Amount**

406183    INV    03/27/2013 PLATE & STRUCTURAL-UNPREPAF    13,480    280.00 / GT

59115

PRODUCT FLB500

---

**Vendor:** CHENOWETH CARSON CHENOWETH    **Amount:**

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RJ Recycling LLC

300 Kanawha Avenue S., Nitro, WV 25143

Check # 59118  
Check Date 03/27/2013

Transaction	Type	Tran-Date	Comment	Amount
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406229	INV	03/27/2013	PLATE & STRUCTURAL-UNPREPAF 8,460	280.00 / GT
--------	-----	------------	-----------------------------------	-------------

59118

Vendor: CHENOWETHC CARSON CHENOWETH

Amount:

PRODUCT FLB500



**APPENDIX D**  
**LABORATORY ANALYTICAL RESULTS**



REIC Laboratories, Inc.  
PO Box 286  
Beaver, WV 25813  
TEL: 304.255.2500  
Website: www.reiclabs.com

**Improving the environment, one client at a time...**

3029-C Peters Creek Road  
Roanoke, VA 24019  
TEL: 540.777.1276

101 17th Street  
Ashland, KY 41101  
TEL: 606.393.5027

1557 Commerce Road, Suite 201  
Verona, VA 24482  
TEL: 540.777.1276

16 Commerce Drive  
Westover, WV 26501  
TEL: 304.241.5861

Thursday, March 28, 2013

MR. BENJAMIN GREENE  
KEMRON ENVIRONMENTAL / POCA  
#5 CRADDOCK WAY  
POCA, WV 25159

TEL: (304) 741-8322  
FAX: (304) 755-0990

RE: W1338

Work Order #: 1303Q65

Dear MR. BENJAMIN GREENE:

REI Consultants, Inc. received 10 sample(s) on 3/27/2013 for the analyses presented in the following report.

Sincerely,

Joy Castle

Project Manager



**REI Consultants, Inc. - Case Narrative**

**WO#: 1303Q65**

**Date Reported: 3/28/2013**

**Client:** KEMRON ENVIRONMENTAL / POCA

**Project:** W1338

The analytical results presented in this report were produced using documented laboratory SOPs that incorporate appropriate quality control procedures as described in the applicable methods. Verification of required sample preservation (as required) is recorded on associated laboratory logs. Any deviation from compliance or method modification is identified within the body of this report by a qualifier footnote which is defined at the bottom of this page.

All sample results for solid samples are reported on an "as-received" wet weight basis unless otherwise noted.

Results reported for sums of individual parameters, such as TTHM and HAA5, may vary slightly from the sum of the individual parameter results, due to rounding of individual results, as required by EPA.

The test results in this report meet all NELAP (and/or VELAP) requirements for parameters except as noted in this report.

This report may not be reproduced, except in full, without the written approval of REIC.

**DEFINITIONS:**

MCL: Maximum Contaminant Level

MDL: Method Detection Limit; The lowest concentration of analyte that can be detected by the method in the applicable matrix.

Mg/Kg or mg/L: Units of part per million (PPM) - milligram per Kilogram (weight/weight) or milligram per Liter (weight/volume).

NA: Not Applicable

ND: Not Detected at the PQL or MDL

PQL: Practical Quantitation Limit; The lowest verified limit to which data is quantified without qualifications. Analyte concentrations below PQL are reported either as ND or as a number with a "J" qualifier.

Qual: Qualifier that applies to the analyte reported.

TIC: Tentatively Identified Compound, Estimated Concentration

Ug/Kg or ug/L: Units of part per billion (PPB) - microgram per kilogram (weight/weight) or microgram per liter (weight/volume).

**QUALIFIERS:**

\*: Reported value exceeds required MCL

B: Analyte detected in the associated Method Blank at a concentration > 1/2 the PQL

E: Analyte concentration reported that exceeds the upper calibration standard. Greater uncertainty is associated with this result and data should be consider estimated.

H: Holding time for preparation or analysis has been exceeded.

J: Analyte concentration is reported, and is less than the PQL and greater than or equal to the MDL. The result reported is an estimate.

S: % REC (% recovery) exceeds control limits

**CERTIFICATIONS:**

Beaver, WV: WVDHHR 00412CM, WVDEP 060, VADCLS 00281, KYDEP 90039, TNDEQ TN02926, NCDWQ 466, PADEP 68-00839, VADCLS (VELAP) 460148

Bioassay (Beaver, WV): WVDEP 060, VADCLS(VELAP) 460149, PADEP 68-00839

Roanoke, VA: VADCLS(VELAP) 460150

Verona, VA: VADCLS(VELAP) 460151

Ashland, KY: KYDEP 00094

**REI Consultants, Inc. - Analytical Report**

WO#: 1303Q65

Date Reported: 3/28/2013

<b>Client:</b>	KEMRON ENVIRONMENTAL / POCA	<b>Collection Date:</b>	3/26/2013 3:10:00 PM
<b>Project:</b>	W1338	<b>Date Received:</b>	3/27/2013 3:50:56 PM
<b>Lab ID:</b>	1303Q65-01A	<b>Matrix:</b>	Soil
<b>Client Sample ID:</b>	NW (7')	<b>Site ID:</b>	A&A CONSTRUCTION , WV

Analysis	Result	MDL	PQL	MCL	Qual	Units	Date Analyzed	
<b>PERCENT MOISTURE</b>		<b>Method: SM2540 B</b>				<b>Analyst: SL</b>		
Percent Moisture	14	NA	0.5	NA		wt%	3/27/2013 4:40 PM	
<b>SEMI-VOLATILE RANGE ORGANICS</b>		<b>Method: SW8015C</b>		<b>SW3550B</b>		<b>Analyst: CL</b>		
TPH (Diesel Range)	ND	NA	3.89	NA		mg/Kg	3/27/2013 9:48 PM	
Surr: o-Terphenyl	76.0	NA	28.8-143	NA		%REC	3/27/2013 9:48 PM	
<b>VOLATILE RANGE ORGANICS</b>		<b>Method: SW8015C</b>				<b>Analyst: CB</b>		
TPH (Gasoline Range)	ND	NA	3.60	NA		mg/Kg	3/27/2013 4:03 PM	
Surr: 2,5-Dibromotoluene	49.2	NA	47.1-132	NA		%REC	3/27/2013 4:03 PM	
<b>VOLATILE ORGANIC COMPOUNDS</b>		<b>Method: SW8260B</b>				<b>Analyst: RB</b>		
Methyl tert-butyl ether	ND	NA	15.0	NA		µg/Kg	3/28/2013 12:16 AM	
Benzene	ND	NA	3.00	NA		µg/Kg	3/28/2013 12:16 AM	
Toluene	ND	NA	3.00	NA		µg/Kg	3/28/2013 12:16 AM	
Ethylbenzene	ND	NA	3.00	NA		µg/Kg	3/28/2013 12:16 AM	
m,p-Xylene	ND	NA	6.00	NA		µg/Kg	3/28/2013 12:16 AM	
o-Xylene	ND	NA	3.00	NA		µg/Kg	3/28/2013 12:16 AM	
Surr: 1,2-Dichloroethane-d4	87.2	NA	66.3-138	NA		%REC	3/28/2013 12:16 AM	
Surr: 4-Bromofluorobenzene	111	NA	63-132	NA		%REC	3/28/2013 12:16 AM	
Surr: Dibromofluoromethane	103	NA	72.4-135	NA		%REC	3/28/2013 12:16 AM	
Surr: Toluene-d8	106	NA	70.5-138	NA		%REC	3/28/2013 12:16 AM	

**REI Consultants, Inc. - Analytical Report**

**WO#: 1303Q65**

**Date Reported: 3/28/2013**

<b>Client:</b>	KEMRON ENVIRONMENTAL / POCA	<b>Collection Date:</b>	3/26/2013 3:35:00 PM
<b>Project:</b>	W1338	<b>Date Received:</b>	3/27/2013 3:50:56 PM
<b>Lab ID:</b>	1303Q65-02A	<b>Matrix:</b>	Soil
<b>Client Sample ID:</b>	EW (7')	<b>Site ID:</b>	A&A CONSTRUCTION , WV

Analysis	Result	MDL	PQL	MCL	Qual	Units	Date Analyzed	
<b>PERCENT MOISTURE</b>		<b>Method: SM2540 B</b>				<b>Analyst: SL</b>		
Percent Moisture	12	NA	0.5	NA		wt%	3/27/2013 4:40 PM	
<b>SEMI-VOLATILE RANGE ORGANICS</b>		<b>Method: SW8015C</b>		<b>SW3550B</b>		<b>Analyst: CL</b>		
TPH (Diesel Range)	ND	NA	3.91	NA		mg/Kg	3/27/2013 10:20 PM	
Surr: o-Terphenyl	80.0	NA	28.8-143	NA		%REC	3/27/2013 10:20 PM	
<b>VOLATILE RANGE ORGANICS</b>		<b>Method: SW8015C</b>				<b>Analyst: CB</b>		
TPH (Gasoline Range)	ND	NA	4.10	NA		mg/Kg	3/27/2013 4:39 PM	
Surr: 2,5-Dibromotoluene	78.3	NA	47.1-132	NA		%REC	3/27/2013 4:39 PM	
<b>VOLATILE ORGANIC COMPOUNDS</b>		<b>Method: SW8260B</b>				<b>Analyst: RB</b>		
Methyl tert-butyl ether	ND	NA	15.8	NA		µg/Kg	3/28/2013 12:53 AM	
Benzene	ND	NA	3.16	NA		µg/Kg	3/28/2013 12:53 AM	
Toluene	ND	NA	3.16	NA		µg/Kg	3/28/2013 12:53 AM	
Ethylbenzene	ND	NA	3.16	NA		µg/Kg	3/28/2013 12:53 AM	
m,p-Xylene	ND	NA	6.32	NA		µg/Kg	3/28/2013 12:53 AM	
o-Xylene	ND	NA	3.16	NA		µg/Kg	3/28/2013 12:53 AM	
Surr: 1,2-Dichloroethane-d4	91.1	NA	66.3-138	NA		%REC	3/28/2013 12:53 AM	
Surr: 4-Bromofluorobenzene	93.4	NA	63-132	NA		%REC	3/28/2013 12:53 AM	
Surr: Dibromofluoromethane	105	NA	72.4-135	NA		%REC	3/28/2013 12:53 AM	
Surr: Toluene-d8	97.5	NA	70.5-138	NA		%REC	3/28/2013 12:53 AM	

**REI Consultants, Inc. - Analytical Report**

WO#: 1303Q65

Date Reported: 3/28/2013

<b>Client:</b>	KEMRON ENVIRONMENTAL / POCA	<b>Collection Date:</b>	3/26/2013 3:05:00 PM
<b>Project:</b>	W1338	<b>Date Received:</b>	3/27/2013 3:50:56 PM
<b>Lab ID:</b>	1303Q65-03A	<b>Matrix:</b>	Soil
<b>Client Sample ID:</b>	SW (7')	<b>Site ID:</b>	A&A CONSTRUCTION , WV

Analysis	Result	MDL	PQL	MCL	Qual	Units	Date Analyzed	
<b>PERCENT MOISTURE</b>		<b>Method: SM2540 B</b>				<b>Analyst: SL</b>		
Percent Moisture	17	NA	0.5	NA		wt%	3/27/2013 4:40 PM	
<b>SEMI-VOLATILE RANGE ORGANICS</b>		<b>Method: SW8015C</b>		<b>SW3550B</b>		<b>Analyst: CL</b>		
TPH (Diesel Range)	ND	NA	3.97	NA		mg/Kg	3/27/2013 10:53 PM	
Surr: o-Terphenyl	74.2	NA	28.8-143	NA		%REC	3/27/2013 10:53 PM	
<b>VOLATILE RANGE ORGANICS</b>		<b>Method: SW8015C</b>				<b>Analyst: CB</b>		
TPH (Gasoline Range)	ND	NA	3.75	NA		mg/Kg	3/27/2013 5:15 PM	
Surr: 2,5-Dibromotoluene	84.4	NA	47.1-132	NA		%REC	3/27/2013 5:15 PM	
<b>VOLATILE ORGANIC COMPOUNDS</b>		<b>Method: SW8260B</b>				<b>Analyst: RB</b>		
Methyl tert-butyl ether	ND	NA	14.6	NA		µg/Kg	3/28/2013 1:30 AM	
Benzene	ND	NA	2.92	NA		µg/Kg	3/28/2013 1:30 AM	
Toluene	ND	NA	2.92	NA		µg/Kg	3/28/2013 1:30 AM	
Ethylbenzene	ND	NA	2.92	NA		µg/Kg	3/28/2013 1:30 AM	
m,p-Xylene	ND	NA	5.84	NA		µg/Kg	3/28/2013 1:30 AM	
o-Xylene	ND	NA	2.92	NA		µg/Kg	3/28/2013 1:30 AM	
Surr: 1,2-Dichloroethane-d4	91.1	NA	66.3-138	NA		%REC	3/28/2013 1:30 AM	
Surr: 4-Bromofluorobenzene	93.0	NA	63-132	NA		%REC	3/28/2013 1:30 AM	
Surr: Dibromofluoromethane	104	NA	72.4-135	NA		%REC	3/28/2013 1:30 AM	
Surr: Toluene-d8	97.4	NA	70.5-138	NA		%REC	3/28/2013 1:30 AM	

**REI Consultants, Inc. - Analytical Report**

WO#: 1303Q65

Date Reported: 3/28/2013

<b>Client:</b>	KEMRON ENVIRONMENTAL / POCA	<b>Collection Date:</b>	3/26/2013 3:00:00 PM
<b>Project:</b>	W1338	<b>Date Received:</b>	3/27/2013 3:50:56 PM
<b>Lab ID:</b>	1303Q65-04A	<b>Matrix:</b>	Soil
<b>Client Sample ID:</b>	WW (7')	<b>Site ID:</b>	A&A CONSTRUCTION , WV

Analysis	Result	MDL	PQL	MCL	Qual	Units	Date Analyzed	
<b>PERCENT MOISTURE</b>		<b>Method: SM2540 B</b>				<b>Analyst: SL</b>		
Percent Moisture	20	NA	0.5	NA		wt%	3/27/2013 4:40 PM	
<b>SEMI-VOLATILE RANGE ORGANICS</b>		<b>Method: SW8015C</b>			<b>SW3550B</b>		<b>Analyst: CL</b>	
TPH (Diesel Range)	ND	NA	3.88	NA		mg/Kg	3/27/2013 11:25 PM	
Surr: o-Terphenyl	76.0	NA	28.8-143	NA		%REC	3/27/2013 11:25 PM	
<b>VOLATILE RANGE ORGANICS</b>		<b>Method: SW8015C</b>				<b>Analyst: CB</b>		
TPH (Gasoline Range)	ND	NA	3.85	NA		mg/Kg	3/27/2013 5:50 PM	
Surr: 2,5-Dibromotoluene	84.6	NA	47.1-132	NA		%REC	3/27/2013 5:50 PM	
<b>VOLATILE ORGANIC COMPOUNDS</b>		<b>Method: SW8260B</b>				<b>Analyst: RB</b>		
Methyl tert-butyl ether	ND	NA	15.4	NA		µg/Kg	3/28/2013 2:07 AM	
Benzene	ND	NA	3.08	NA		µg/Kg	3/28/2013 2:07 AM	
Toluene	ND	NA	3.08	NA		µg/Kg	3/28/2013 2:07 AM	
Ethylbenzene	ND	NA	3.08	NA		µg/Kg	3/28/2013 2:07 AM	
m,p-Xylene	ND	NA	6.16	NA		µg/Kg	3/28/2013 2:07 AM	
o-Xylene	ND	NA	3.08	NA		µg/Kg	3/28/2013 2:07 AM	
Surr: 1,2-Dichloroethane-d4	91.3	NA	66.3-138	NA		%REC	3/28/2013 2:07 AM	
Surr: 4-Bromofluorobenzene	100	NA	63-132	NA		%REC	3/28/2013 2:07 AM	
Surr: Dibromofluoromethane	106	NA	72.4-135	NA		%REC	3/28/2013 2:07 AM	
Surr: Toluene-d8	102	NA	70.5-138	NA		%REC	3/28/2013 2:07 AM	

**REI Consultants, Inc. - Analytical Report**

WO#: 1303Q65

Date Reported: 3/28/2013

<b>Client:</b>	KEMRON ENVIRONMENTAL / POCA	<b>Collection Date:</b>	3/26/2013 3:40:00 PM
<b>Project:</b>	W1338	<b>Date Received:</b>	3/27/2013 3:50:56 PM
<b>Lab ID:</b>	1303Q65-05A	<b>Matrix:</b>	Soil
<b>Client Sample ID:</b>	UST-1 (14')	<b>Site ID:</b>	A&A CONSTRUCTION , WV

Analysis	Result	MDL	PQL	MCL	Qual	Units	Date Analyzed	
<b>PERCENT MOISTURE</b>		<b>Method: SM2540 B</b>				<b>Analyst: SL</b>		
Percent Moisture	17	NA	0.5	NA		wt%	3/27/2013 4:40 PM	
<b>SEMI-VOLATILE RANGE ORGANICS</b>		<b>Method: SW8015C</b>		<b>SW3550B</b>		<b>Analyst: CL</b>		
TPH (Diesel Range)	ND	NA	3.95	NA		mg/Kg	3/27/2013 11:58 PM	
Surr: o-Terphenyl	71.4	NA	28.8-143	NA		%REC	3/27/2013 11:58 PM	
<b>VOLATILE RANGE ORGANICS</b>		<b>Method: SW8015C</b>				<b>Analyst: CB</b>		
TPH (Gasoline Range)	ND	NA	3.75	NA		mg/Kg	3/27/2013 6:26 PM	
Surr: 2,5-Dibromotoluene	78.4	NA	47.1-132	NA		%REC	3/27/2013 6:26 PM	
<b>VOLATILE ORGANIC COMPOUNDS</b>		<b>Method: SW8260B</b>				<b>Analyst: RB</b>		
Methyl tert-butyl ether	ND	NA	15.2	NA		µg/Kg	3/28/2013 2:43 AM	
Benzene	ND	NA	3.04	NA		µg/Kg	3/28/2013 2:43 AM	
Toluene	ND	NA	3.04	NA		µg/Kg	3/28/2013 2:43 AM	
Ethylbenzene	ND	NA	3.04	NA		µg/Kg	3/28/2013 2:43 AM	
m,p-Xylene	ND	NA	6.08	NA		µg/Kg	3/28/2013 2:43 AM	
o-Xylene	ND	NA	3.04	NA		µg/Kg	3/28/2013 2:43 AM	
Surr: 1,2-Dichloroethane-d4	90.2	NA	66.3-138	NA		%REC	3/28/2013 2:43 AM	
Surr: 4-Bromofluorobenzene	93.2	NA	63-132	NA		%REC	3/28/2013 2:43 AM	
Surr: Dibromofluoromethane	106	NA	72.4-135	NA		%REC	3/28/2013 2:43 AM	
Surr: Toluene-d8	95.9	NA	70.5-138	NA		%REC	3/28/2013 2:43 AM	



**REI Consultants, Inc. - Analytical Report**

WO#: 1303Q65

Date Reported: 3/28/2013

<b>Client:</b>	KEMRON ENVIRONMENTAL / POCA	<b>Collection Date:</b>	3/26/2013 2:55:00 PM
<b>Project:</b>	W1338	<b>Date Received:</b>	3/27/2013 3:50:56 PM
<b>Lab ID:</b>	1303Q65-06A	<b>Matrix:</b>	Soil
<b>Client Sample ID:</b>	UST-2 (12')	<b>Site ID:</b>	A&A CONSTRUCTION , WV

Analysis	Result	MDL	PQL	MCL	Qual	Units	Date Analyzed	
<b>PERCENT MOISTURE</b>		<b>Method: SM2540 B</b>				<b>Analyst: SL</b>		
Percent Moisture	15	NA	0.5	NA		wt%	3/27/2013 4:40 PM	
<b>SEMI-VOLATILE RANGE ORGANICS</b>		<b>Method: SW8015C</b>		<b>SW3550B</b>		<b>Analyst: CL</b>		
TPH (Diesel Range)	ND	NA	3.89	NA		mg/Kg	3/28/2013 12:30 AM	
Surr: o-Terphenyl	72.7	NA	28.8-143	NA		%REC	3/28/2013 12:30 AM	
<b>VOLATILE RANGE ORGANICS</b>		<b>Method: SW8015C</b>				<b>Analyst: CB</b>		
TPH (Gasoline Range)	ND	NA	3.60	NA		mg/Kg	3/27/2013 7:02 PM	
Surr: 2,5-Dibromotoluene	85.2	NA	47.1-132	NA		%REC	3/27/2013 7:02 PM	
<b>VOLATILE ORGANIC COMPOUNDS</b>		<b>Method: SW8260B</b>				<b>Analyst: RB</b>		
Methyl tert-butyl ether	ND	NA	14.4	NA		µg/Kg	3/28/2013 3:20 AM	
Benzene	ND	NA	2.88	NA		µg/Kg	3/28/2013 3:20 AM	
Toluene	ND	NA	2.88	NA		µg/Kg	3/28/2013 3:20 AM	
Ethylbenzene	ND	NA	2.88	NA		µg/Kg	3/28/2013 3:20 AM	
m,p-Xylene	ND	NA	5.76	NA		µg/Kg	3/28/2013 3:20 AM	
o-Xylene	ND	NA	2.88	NA		µg/Kg	3/28/2013 3:20 AM	
Surr: 1,2-Dichloroethane-d4	90.1	NA	66.3-138	NA		%REC	3/28/2013 3:20 AM	
Surr: 4-Bromofluorobenzene	92.3	NA	63-132	NA		%REC	3/28/2013 3:20 AM	
Surr: Dibromofluoromethane	105	NA	72.4-135	NA		%REC	3/28/2013 3:20 AM	
Surr: Toluene-d8	96.1	NA	70.5-138	NA		%REC	3/28/2013 3:20 AM	

**REI Consultants, Inc. - Analytical Report**

**WO#: 1303Q65**

**Date Reported: 3/28/2013**

<b>Client:</b>	KEMRON ENVIRONMENTAL / POCA	<b>Collection Date:</b>	3/26/2013 4:50:00 PM
<b>Project:</b>	W1338	<b>Date Received:</b>	3/27/2013 3:50:56 PM
<b>Lab ID:</b>	1303Q65-07A	<b>Matrix:</b>	Soil
<b>Client Sample ID:</b>	DISP-1 (3')	<b>Site ID:</b>	A&A CONSTRUCTION , WV

Analysis	Result	MDL	PQL	MCL	Qual	Units	Date Analyzed	
<b>PERCENT MOISTURE</b>		<b>Method: SM2540 B</b>				<b>Analyst: SL</b>		
Percent Moisture	18	NA	0.5	NA		wt%	3/27/2013 4:40 PM	
<b>SEMI-VOLATILE RANGE ORGANICS</b>		<b>Method: SW8015C</b>		<b>SW3550B</b>		<b>Analyst: CL</b>		
TPH (Diesel Range)	ND	NA	3.97	NA		mg/Kg	3/28/2013 1:03 AM	
Surr: o-Terphenyl	72.3	NA	28.8-143	NA		%REC	3/28/2013 1:03 AM	
<b>VOLATILE RANGE ORGANICS</b>		<b>Method: SW8015C</b>				<b>Analyst: CB</b>		
TPH (Gasoline Range)	0.70	NA	3.60	NA	J	mg/Kg	3/27/2013 7:38 PM	
Surr: 2,5-Dibromotoluene	63.3	NA	47.1-132	NA		%REC	3/27/2013 7:38 PM	
<b>VOLATILE ORGANIC COMPOUNDS</b>		<b>Method: SW8260B</b>				<b>Analyst: RB</b>		
Methyl tert-butyl ether	ND	NA	14.0	NA		µg/Kg	3/28/2013 3:57 AM	
Benzene	ND	NA	2.80	NA		µg/Kg	3/28/2013 3:57 AM	
Toluene	ND	NA	2.80	NA		µg/Kg	3/28/2013 3:57 AM	
Ethylbenzene	ND	NA	2.80	NA		µg/Kg	3/28/2013 3:57 AM	
m,p-Xylene	ND	NA	5.60	NA		µg/Kg	3/28/2013 3:57 AM	
o-Xylene	ND	NA	2.80	NA		µg/Kg	3/28/2013 3:57 AM	
Surr: 1,2-Dichloroethane-d4	95.2	NA	66.3-138	NA		%REC	3/28/2013 3:57 AM	
Surr: 4-Bromofluorobenzene	105	NA	63-132	NA		%REC	3/28/2013 3:57 AM	
Surr: Dibromofluoromethane	108	NA	72.4-135	NA		%REC	3/28/2013 3:57 AM	
Surr: Toluene-d8	102	NA	70.5-138	NA		%REC	3/28/2013 3:57 AM	

**REI Consultants, Inc. - Analytical Report**

WO#: 1303Q65

Date Reported: 3/28/2013

<b>Client:</b>	KEMRON ENVIRONMENTAL / POCA	<b>Collection Date:</b>	3/26/2013 5:00:00 PM
<b>Project:</b>	W1338	<b>Date Received:</b>	3/27/2013 3:50:56 PM
<b>Lab ID:</b>	1303Q65-08A	<b>Matrix:</b>	Soil
<b>Client Sample ID:</b>	DISP-2 (3')	<b>Site ID:</b>	A&A CONSTRUCTION , WV

Analysis	Result	MDL	PQL	MCL	Qual	Units	Date Analyzed	
<b>PERCENT MOISTURE</b>		<b>Method: SM2540 B</b>				<b>Analyst: SL</b>		
Percent Moisture	16	NA	0.5	NA		wt%	3/27/2013 4:40 PM	
<b>SEMI-VOLATILE RANGE ORGANICS</b>		<b>Method: SW8015C</b>		<b>SW3550B</b>		<b>Analyst: CL</b>		
TPH (Diesel Range)	24.1	NA	3.92	NA		mg/Kg	3/28/2013 1:35 AM	
Surr: o-Terphenyl	71.3	NA	28.8-143	NA		%REC	3/28/2013 1:35 AM	
<b>VOLATILE RANGE ORGANICS</b>		<b>Method: SW8015C</b>				<b>Analyst: CB</b>		
TPH (Gasoline Range)	ND	NA	3.90	NA		mg/Kg	3/27/2013 8:13 PM	
Surr: 2,5-Dibromotoluene	81.5	NA	47.1-132	NA		%REC	3/27/2013 8:13 PM	
<b>VOLATILE ORGANIC COMPOUNDS</b>		<b>Method: SW8260B</b>				<b>Analyst: RB</b>		
Methyl tert-butyl ether	ND	NA	15.4	NA		µg/Kg	3/28/2013 4:34 AM	
Benzene	ND	NA	3.08	NA		µg/Kg	3/28/2013 4:34 AM	
Toluene	ND	NA	3.08	NA		µg/Kg	3/28/2013 4:34 AM	
Ethylbenzene	ND	NA	3.08	NA		µg/Kg	3/28/2013 4:34 AM	
m,p-Xylene	ND	NA	6.16	NA		µg/Kg	3/28/2013 4:34 AM	
o-Xylene	ND	NA	3.08	NA		µg/Kg	3/28/2013 4:34 AM	
Surr: 1,2-Dichloroethane-d4	90.2	NA	66.3-138	NA		%REC	3/28/2013 4:34 AM	
Surr: 4-Bromofluorobenzene	92.7	NA	63-132	NA		%REC	3/28/2013 4:34 AM	
Surr: Dibromofluoromethane	105	NA	72.4-135	NA		%REC	3/28/2013 4:34 AM	
Surr: Toluene-d8	96.4	NA	70.5-138	NA		%REC	3/28/2013 4:34 AM	

**REI Consultants, Inc. - Analytical Report**

WO#: 1303Q65

Date Reported: 3/28/2013

<b>Client:</b>	KEMRON ENVIRONMENTAL / POCA	<b>Collection Date:</b>	3/26/2013 4:55:00 PM
<b>Project:</b>	W1338	<b>Date Received:</b>	3/27/2013 3:50:56 PM
<b>Lab ID:</b>	1303Q65-09A	<b>Matrix:</b>	Soil
<b>Client Sample ID:</b>	D-1 (3')	<b>Site ID:</b>	A&A CONSTRUCTION , WV

Analysis	Result	MDL	PQL	MCL	Qual	Units	Date Analyzed	
<b>PERCENT MOISTURE</b>		<b>Method: SM2540 B</b>				<b>Analyst: SL</b>		
Percent Moisture	15	NA	0.5	NA		wt%	3/27/2013 4:40 PM	
<b>SEMI-VOLATILE RANGE ORGANICS</b>		<b>Method: SW8015C</b>		<b>SW3550B</b>		<b>Analyst: CL</b>		
TPH (Diesel Range)	28.0	NA	3.98	NA		mg/Kg	3/28/2013 2:08 AM	
Surr: o-Terphenyl	68.6	NA	28.8-143	NA		%REC	3/28/2013 2:08 AM	
<b>VOLATILE RANGE ORGANICS</b>		<b>Method: SW8015C</b>				<b>Analyst: CB</b>		
TPH (Gasoline Range)	ND	NA	3.85	NA		mg/Kg	3/27/2013 8:49 PM	
Surr: 2,5-Dibromotoluene	85.6	NA	47.1-132	NA		%REC	3/27/2013 8:49 PM	
<b>VOLATILE ORGANIC COMPOUNDS</b>		<b>Method: SW8260B</b>				<b>Analyst: RB</b>		
Methyl tert-butyl ether	ND	NA	16.4	NA		µg/Kg	3/28/2013 5:11 AM	
Benzene	ND	NA	3.28	NA		µg/Kg	3/28/2013 5:11 AM	
Toluene	1.00	NA	3.28	NA	J	µg/Kg	3/28/2013 5:11 AM	
Ethylbenzene	ND	NA	3.28	NA		µg/Kg	3/28/2013 5:11 AM	
m,p-Xylene	ND	NA	6.56	NA		µg/Kg	3/28/2013 5:11 AM	
o-Xylene	1.34	NA	3.28	NA	J	µg/Kg	3/28/2013 5:11 AM	
Surr: 1,2-Dichloroethane-d4	91.0	NA	66.3-138	NA		%REC	3/28/2013 5:11 AM	
Surr: 4-Bromofluorobenzene	109	NA	63-132	NA		%REC	3/28/2013 5:11 AM	
Surr: Dibromofluoromethane	105	NA	72.4-135	NA		%REC	3/28/2013 5:11 AM	
Surr: Toluene-d8	105	NA	70.5-138	NA		%REC	3/28/2013 5:11 AM	

**REI Consultants, Inc. - Analytical Report**

**WO#: 1303Q65**

**Date Reported: 3/28/2013**

<b>Client:</b>	KEMRON ENVIRONMENTAL / POCA	<b>Collection Date:</b>	3/26/2013 12:00:00 AM
<b>Project:</b>	W1338	<b>Date Received:</b>	3/27/2013 3:50:56 PM
<b>Lab ID:</b>	1303Q65-10A	<b>Matrix:</b>	Trip Blank
<b>Client Sample ID:</b>	TRIP BLANK	<b>Site ID:</b>	A&A CONSTRUCTION , WV

Analysis	Result	MDL	PQL	MCL	Qual	Units	Date Analyzed
<b>VOLATILE RANGE ORGANICS</b>		<b>Method: SW8015C</b>				<b>Analyst: CB</b>	
TPH (Gasoline Range)	ND	NA	0.500	NA		mg/L	3/27/2013 9:11 PM
Surr: 2,5-Dibromotoluene	133	NA	37.2-152	NA		%REC	3/27/2013 9:11 PM

# CHAIN OF CUSTODY RECORD



**Research Environmental & Industrial Consultants, Inc.**

**MAIN LABORATORY & CORPORATE HEADQUARTERS:**  
 P.O. Box 286 • 225 Industrial Park Rd, Beaver, WV 25813  
 800-999-0105 • 304-255-2500 • www.reiclabs.com

**MID-OHIO VALLEY Service Center**  
 101 17th Street  
 Ashland, KY 41101  
 606-393-5027

**SHENANDOAH Service Center**  
 1557 Commerce Rd., Ste 201  
 Verona, VA 24482  
 540-248-0183

**ROANOKE Service Center**  
 3029-C Peters Creek Rd  
 Roanoke, VA 24019  
 540-777-1276

**MORGANTOWN Service Center**  
 16 Commerce Drive  
 Westover, WV 26501  
 304-241-5861

## SAMPLE LOG & ANALYSIS REQUEST

### TURNAROUND TIME

NORMAL

5 DAY

3 DAY

2 DAY

1 DAY

\*Rush work needs prior laboratory approval and will incur additional charges

SAMPLE ID	No. & Type of Containers	Sampling Date/Time	Matrix	Sample Comp/Grab	ICED?	Y	N
NW (7')	3 vials	03/26/13 15:10	Soil	606			
EW (7')	4 vials	15:30					
SW (7')		15:05					
NW (7')		15:00					
UST-1 (14')		15:40					
UST-2 (12')		14:55					
DispK3)		16:50					
Disp-2 (3')		17:00					
P-1 (3')		16:55					
All analytical requests are subject to REIC's Standard Terms and Conditions. Temperature at arrival: 29.00 °C							

ANALYSIS & METHOD REQUESTED

BTEX + MTBE  
 TPH + KRO  
 TPH + DKO

- ENTER PRESERVATIVE CODE:**
- 0 None
  - 1 Hydrochloric Acid
  - 2 Nitric Acid
  - 3 Sulfuric Acid
  - 4 Sodium Thiosulfate
  - 5 Sodium Hydroxide
  - 6 Zinc Acetate
  - 7 EDTA
  - 8 Ascorbic Acid

**COMMENTS:**

Relinquished by (signature) <i>[Signature]</i>	Date/Time 03/24/13 08:15	FAX RESULTS <input type="checkbox"/>	EMAIL RESULTS <input type="checkbox"/>
Received by (signature) <i>[Signature]</i>	Date/Time 3/27/13 10:47	SHIPMENT <input checked="" type="checkbox"/> Hand Delivered	Courier <input type="checkbox"/> UPS <input type="checkbox"/> FEDEX <input type="checkbox"/> USPS <input type="checkbox"/> OTHER

COC-NCR-061312

395623

Client: Kemp Environmental Services, Inc PO # \_\_\_\_\_  
 Contact Person: Benjie Greene Phone: 304-755-0779  
 QUOTE # \_\_\_\_\_ Fax: 304-755-0780 Email: bgreene@kemp.com  
 Address: #5 Craddock Way City: Poca State: WV Zip: 25159  
 Billing Address (if different): \_\_\_\_\_

Site ID & State: AB Construction, W Project ID: WV1338 City: \_\_\_\_\_ State: Abels Chelbar  
 Sampler: \_\_\_\_\_

**SCHEDULE 3.12**

**Ordinary Course of Business**

None.

**SCHEDULE 3.13(a)**

**Litigation**

<b>Case</b>	<b>Case No.</b>	<b>Court Agency</b>	<b>Plaintiff</b>	<b>Status</b>
People of Illinois (IL EPA) v. PCC - (Eagle No. 2)		Water Pollution Control Board	Illinois EPA 1021 North Grand Ave East. P. O. Box 19276 Springfield, IL 62794-9276	Filed
Federal 2 Seals Issue		USDC-ND WV		No Suit
Southern Land Company, Dickenson Properties v. McClure Logging Inc. v. Hobet Mining, Cabot Oil & Gas Corporation of West Virginia	08-C-594	WV- Kanawha	Southern Land Company 300 Capitol Street Suite 1401 Charleston, WV 25301-1796  Dickinson Properties 300 Capitol Street Suite 1401 Charleston, WV 25301-1796	Filed
Renner, John et al v Eastern Associated Coal, Patriot Coal, Randy Coffindaffer, Joseph "Blair" McGill	12-C-27	WC-Monongalia	John, Patty, Travis, Matthey and Coby Renner P. O. Box 194 Granville, WV 26534	Filed
Mullins, Gary v Patriot Coal Corp	12-C-29	WV - Boone	Gary Mullins, address unknown	Filed
McClung v. Hobet Mining, LLC	07-C-3	WV, Boone	Lisa McClung, Director, Division of Water and Waste Management, West Virginia Department of Environmental Protection	Filed



Case	Case No.	Court Agency	Plaintiff	Status
Ohio Valley Environmental Coalition, Inc., et al. v. Hobet Mining, LLC.	3:09-cv-01167	USDC - SDWV Huntington	Ohio Valley Environmental Coalition, Inc. West Virginia Highlands Conservancy, Inc. and Sierra Club	Filed
Gorman, Louis et al v Patriot Coal, Eastern Associated Coal et al	13-C-243	WV - Marion	Terry Gorman, Address Unknown Louis Gorman, Address Unknown Traci Beckner, Address Unknown Stephan Beckner, Address Unknown	Filed
Shirkey, Charles v Central Contracting, Hobet Mining	14-C-216	WV - Kanawha	Charles Shirkey, Address Unknown	Filed
Heritage Coal Company v Illinois Dept of Natural Resources (Eagle 2 Bridge Subsidence)	63-1-14		Heritage Coal Company	Filed
Heritage Coal Company v Illinois Department of Natural Resources, Office of Mines and Minerals, Land Reclamation Division	15-MR-104		Heritage Coal Company	Filed
Patriot Mining Subsidiaries, EAC and PRCC v WVOIC	13-AA-129	WV-Kanawha	Patriot Mining Sub EAC Pine Ridge Coal Company	Filed
Gary & Maria Conley v Hobet Mining, Patriot Coal Corp, Johnny McClure, James Earnhardt, Ronnie Vance	15-C-12	WV - Boone	Gary Conley, Address Unknown Maria Conley, Address Unknown	Filed

Case	Case No.	Court Agency	Plaintiff	Status
Delane & Jennifer Schoolcraft v Eastern Associated Coal	15-C-56	Mongongalia - WV	Delane Schoolcraft, Address Unknown Jennifer Schoolcraft, Address Unknown	Filed
Matt Osborne and Jessica Osborne v Hanover Resources, WWMV, RWMV, Brushy Fork Holdings and Patriot Coal Corp	15-C-61	Boone- WV	Matt Osborne, Address Unknown Jessica Osborne, Address Unknown	Filed
Ohio Valley Environmental Coalition, West Virginia Highlands Conservancy, and Sierra Club v Hobet Mining	3:15-cv-04101	USDC SDWV Huntington	Ohio Valley Environmental Coalition, address unknown West Virginia Highlands Conservancy, address unknown Sierra Club, address unknown	Filed
Bridgette Monteon v Federal No. 2	n/a	n/a	Bridgette Monteon 16 Freeland Street Fairmont, WV 26554	Threatened
John Palmer, Scott Lepka, Clif Tennant, DeWayne Jarvis, Robert Hillberry v John Renner, Randel Coffindaffer, Blair McGill, Eastern Associated Coal and Patriot Coal	12-C-42	Mongongalia - WV	John Palmer, address unknown Scott Lepka, address unknown Clif Tennant, address unknown DeWayne Jarvis, address unknown Robert Hillberry, address unknown	Filed
BGK-Integrated Tic Management, LLC FBO v Robin Land Company	14-C-2248	WV-Kanawha	BGK-Integrated Tic Management	Filed

Case	Case No.	Court Agency	Plaintiff	Status
Department of Labor MSHA 105 ( c ) Carey Riggs adv. Federal No. 2	MORG-CD-2010-08	Department of Labor/MSHA	Carey Riggs, Address Unknown	Pending
Department of Labor MSHA 105 ( c ) Travis Castonis adv. Federal No. 2	MORG-CD-2012-08 MORG-CD-2012-07	Department of Labor/MSHA	Travis Castonis, Address Unknown	Pending
Department of Labor MSHA 105 ( c ) Bridgette Monteon adv. Federal No. 2	MORG-CD-2012-11 MORG-CD-2014-02	Department of Labor/MSHA	Bridgette Monteon 15 Freeland Street Fairmont, WV 26554	Pending
Department of Labor MSHA 105 ( c ) Cecil Palmer adv. Federal No. 2	MORG-CD-2013-13	Department of Labor/MSHA	Cecil Palmer Box 56 Panther Lick Run Road Rivesville, WV 26588	Pending
Department of Labor MSHA 105 ( c ) John H. Frazier adv. Federal No. 2	MORG-CD-2013-14 MORG-CD-2013-05	Department of Labor/MSHA	John H. Frazier 1044 Brookside Drive Fairmont, WV 26654	Open
Department of Labor MSHA 105 ( c ) Greg Stewart adv. Federal No. 2	MORG-CD-2014-04	Department of Labor/MSHA	Greg Stewart, Address Unknown	Pending
Department of Labor MSHA 105 ( c ) Cecil Palmer adv Federal No. 2	MORG-CD-2014-06	Department of Labor/MSHA	Cecil Palmer Box 56 Panther Lick Run Road Rivesville, WV 26588	Open

Case	Case No.	Court Agency	Plaintiff	Status
Department of Labor MSHA 105 ( c ) Kristy L. Reitkovich adv. Federal No. 2	MORG-CD-2014-12	Department of Labor/MSHA	Kristy L. Reitkovich 424 Vernon Street Shinnston, WV 26431	Pending
Department of Labor MSHA 105 ( c ) Raymond A. Glaspell adv. Federal No. 2	MORG-CD-2014-13	Department of Labor/MSHA	Raymond A. Glaspell, Address Unknown	Pending
Department of Labor MSHA 105 ( c ) Gary Earl adv Federal No. 2	MORG-CD-2014-21	Department of Labor/MSHA	Gary Earl, Address Unknown	Pending
Department of Labor MSHA 105 ( c ) Justin Colebank adv. Federal No. 2	MORG-CD-2015-01 MORG-CD-2014-05	Department of Labor/MSHA	Justin Colebank, Address Unknown	Pending
Department of Labor MSHA 105 ( c ) Donald Persinger adv Federal No. 2	MORG-CD-2015-16	Department of Labor/MSHA	Donald Persinger 393 Forest Drive Bridgeport, WV 26330	Closed
U.S. Equal Employment Opportunity Commission Guy Lowe adv. Federal No. 2	EEOC# 846-2015-10509	EEOC	Guy Lowe, Address Unknown	Open
U.S. Equal Employment Opportunity Commission Kristy L. Reitkovich adv. Federal No. 2	EEOC# 846-2015-05935	EEOC	Kristy L. Reitkovich 424 Vernon Street Shinnston, WV 26431	Open
U. S. Equal Employment Opportunity Commission Bridgette Monteon adv. Federal No. 2	EEOC #846-2014-12021EEOC #533-2014-01295	EEOC	Bridgette Monteon16 Freeland StreetFairmont, WV 26554	Open

Case	Case No.	Court Agency	Plaintiff	Status
U. S. Equal Employment Opportunity Commission Henry Metz adv Federal #2, Eastern Associated Coal, Patriot Coal Corp	EEOC #846-2014-12960	EEOC	Henry Metz 981 Indian Rock Road Reedsville, WV 26547	Open
Potential Kopperston Water Well Litigation		WV DEP	Teddy & Dorothy Wykle HC 65 Box 46 Oceana, WV 24870  Billy Ray Willard Box 155 Oceana, WV 24870  Jacquelyn A. Whitley HC 65 Box 38-A 55 Dewey Drive Oceana, WV 24870  William L. & Jessica N. Stepp Rt. 1 HC 65 Box 46-B Oceana, WV 24780  Everett & Freda Smith HC 65, Box 38-C Oceana, WV 24870  David E. Pelphrey HC 65, Box 40-A Oceana, WV 24870  Helen M. McGinnis HC-65 Box 38-A 2808 Crany Road Oceana, WV 24870	

Case	Case No.	Court Agency	Plaintiff	Status
			Paul and Alice Faye Marcum 39 Rolling Meadows Road Box 48 Oceana, WV 24870  Michael E. Marcum HC 65 Box 39 Rolling Meadows Road Oceana, WV 24870  Elizabeth L. Kennedy HC 65, Box 43 Oceana, WV 24874- 9608  Glen & Mary Johnson Box 934 Oceana, WV 24870  Doyle Lee & Phyllis Johnson Rt. 1 Box 38-A HC 65 Oceana, WV 24870  Westley & Judy Fraley P. O. Box 759 Oceana, WV 24870  Maybeth Fraley P. O. Box 11469 Oceana, WV 24870	

Case	Case No.	Court Agency	Plaintiff	Status
			Donna Fraley P. O. Box 261 Oceana, WV 24870  William "Bill" C. and Regina Cook HC 65 Box 50 Oceana, WV 24870  Newman and Kathrine Brown HC 65 Box 39 Oceana, WV 24870  Jason A and Roncheski Bailey Box 2272 Oceana, WV 24870  Avary H. and Betty J. Bailey HC 65 Box 38-F Oceana, WV 24870  Onnie and Virginia Paynter 30 Acorn Branch Road Oceana, WV 24870  Dennis L. and Michele Cook HC 65 Box 38G Oceana, WV 24870  Earl R. Peiphrey HC 65 Box 40A Oceana, WV 24870	

Case	Case No.	Court Agency	Plaintiff	Status
Monsanto Dioxin Litigation against Apogee	09-C-235	WV, Putnam	William and Stephanie Cook HC 65 Box 51 Oceana, WV 24870  Larry & Becky Reed P. O. Box 1053 Oceana, WV 24870  Algie R. and Peggy Ann Cook HC 65 Box 51 Oceana, WV 24870  Algie D. And Katherine Cook HC 65 Box 51 Oceana, WV 24870  Dennis L. Sr. and Brenda K Cook HC 65 Box 38E Oceana, WV 24870  William D. and Jenny Lafferty HC 65 Box 31 Oceana, WV 24870	
	09-C-326	WV, Putnam	Nancy Agee, address unknown  Drema Allen, Personal Representative of the Estate of Calvin Searls, Deceased, address unknown	



Case	Case No.	Court Agency	Plaintiff	Status
	09-C-239	WV, Putnam	Wanda Allen, address unknown	
	09-C-240	WV, Putnam	Robert Alley, Personal Representative of the Estate Kathleen Alley, Deceased, address unknown	
	09-C-502	WV, Putnam	Herman Arthur, address unknown	
	09-C-238	WV, Putnam	Dorothy Bailes, address unknown	
	09-C-508	WV, Putnam	Dorothy Bailes, Personal Representative of the Estate of Huston Bailes, Deceased, address unknown	
	08-C-336	WV, Putnam	Roy Bailes, Personal Representative of the Estate of Denise Bailes, Deceased, address unknown	
	09-C-237	WV, Putnam	Lois Bailey, address unknown	
	09-C-393	WV, Putnam	Patricia Bailey, as Personal Representative of the Estate of Mary A. Jones, Deceased, address unknown	

Case	Case No.	Court Agency	Plaintiff	Status
	09-C-242	WV, Putnam	Shelby Bailey, address unknown	
	07-C-352	WV, Putnam	Herman Bartlett, address unknown	
	09-C-241	WV, Putnam	Amy Bennett, address unknown	
	09-C-246	WV, Putnam	Shirley Bird, address unknown	
	07-C-349	WV, Putnam	Curtis Blackshire, address unknown	
	09-C-249	WV, Putnam	Patricia Blizzard, address unknown	
	07-C-367	WV, Putnam	Lloyd Boggess (deceased)	
	07-C-356	WV, Putnam	Harvey Brightwell, address unknown	
	09-C-248	WV, Putnam	James Brothers, address unknown	
	09-C-251	WV, Putnam	George Brown, address unknown	
	09-C-274	WV, Putnam	Priscilla Brown, address unknown	

Case	Case No.	Court Agency	Plaintiff	Status
	09-C-250	WV, Putnam	Shirley Brown, address unknown	
	09-C-332	WV, Putnam	Sherry L Bryant, Personal Representative of the Estate of Aimee, Deceased, address unknown	
	09-C-253	WV, Putnam	Tasha Carney, address unknown	
	07-C-340	WV, Putnam	Tammy Chancey, address unknown	
	09-C-272	WV, Putnam	William Clark, address unknown	
	09-C-335	WV, Putnam	Tracy Combs, as Personal Representative of the Estate of Dana Harris, Deceased, address unknown	
	07-C-373	WV, Putnam	Maggie Conner, address unknown	
	09-C-271	WV, Putnam	James Cook, address unknown	
	09-C-320	WV, Putnam	Norman L Cook, Personal Representative of the Estate of Tena Franklin, Deceased, address unknown	
	09-C-265	WV, Putnam	Mary Cox, address unknown	
	09-C-270	WV, Putnam	Richard Cox, address unknown	
	07-C-363	WV, Putnam	Robert Cremering, address unknown	

Case	Case No.	Court Agency	Plaintiff	Status
	09-c-268	WV, Putnam	Patricia Crislip, address unknown	
	09-C-448	WV, Putnam	Carroll Crislip, Personal Representative of the Estate of Patricia Crislip, Deceased, address unknown	
	09-C-328	WV, Putnam	Ruth Cunningham, Personal Representative of the Estate of Charles Cunningham, Deceased, address unknown	
	09-C-267	WV, Putnam	Larry Curry, address unknown	
	09-C-258	WV, Putnam	Charles Dixon, address unknown	
	09-C-261	WV, Putnam	Darlene Dixon, address unknown	
	09-C-257	WV, Putnam	Michael J. Dorsey, Jr., as Personal Representative of the Estate of Sandra Dorsey, Deceased, address unknown	
	09-C-454	WV, Putnam	Jennifer S. Drout, Personal Representative of the Estate of Jean Lambert, Deceased, address unknown	
	09-C-256	WV, Putnam	Tamera Duffield, address unknown	
	07-C-382	WV, Putnam	Gary Fisher, address unknown	
	09-C-352	WV, Putnam	Margaret Frazier, address unknown	

Case	Case No.	Court Agency	Plaintiff	Status
	09-C-252	WV, Putnam	James H. Gibson, address unknown	
	09-C-277	WV, Putnam	William Gibson, address unknown	
	07-C-378	WV, Putnam	Stephen Gillispie, address unknown	
	09-C-254	WV, Putnam	Debora Gilmore, address unknown	
	09-C-324	WV, Putnam	Gary Goble, Personal Representative of the Estate Mildred Goble, Deceased, address unknown	
	09-C-280	WV, Putnam	George Goff, address unknown	
	09-C-255	WV, Putnam	Alice Hager, address unknown	
	09-C-260	WV, Putnam	James C. Hager, address unknown	
	09-C-259	WV, Putnam	Leo Harrah, address unknown	
	09-C-266	WV, Putnam	Debbie Harris, address unknown	
	07-C-369	WV, Putnam	Dencil Harrison, address unknown	

Case	Case No.	Court Agency	Plaintiff	Status
	09-C-262	WV, Putnam	Janet Harrison, address unknown	
	09-C-263	WV, Putnam	Lynn Hartsog, address unknown	
	07-C-395	WV, Putnam	Delbert Hawley, address unknown	
	07-C-393	WV, Putnam	Everette Hedrick, address unknown	
	07-C-392	WV, Putnam	Mary Hedrick, address unknown	
	09-C-317	WV, Putnam	Gary E. Hedrick, Personal Representative of the Estate of Jane Hedrick, Deceased, address unknown	
	09-C-278	WV, Putnam	Lester Hensley, address unknown	
	09-C-269	WV, Putnam	Marian Hensley, address unknown	
	09-C-282	WV, Putnam	Ramona Hickman, address unknown	
	09-C-281	WV, Putnam	Charles Higgins, address unknown	
	09-C-279	WV, Putnam	William Hoffman, address unknown	
	09-C-275	WV, Putnam	Lowell Holston, address unknown	

Case	Case No.	Court Agency	Plaintiff	Status
	09-C-315	WV, Putnam	Elma L. Hornish, Personal Representative of the Estate of Estalee Hornish, Deceased, address unknown	
	09-C-276	WV, Putnam	Todd Hudson, address unknown	
	09-C-273	WV, Putnam	Arnold Huffman, address unknown	
	09-C-264	WV, Putnam	Gloria Hughes, address unknown	
	09-C-316	WV, Putnam	Gary W. Hughes, Personal Representative of the Estate of Ruby Hughes, Deceased, address unknown	
	07-C-409	WV, Putnam	Leslie Jackson, address unknown	
	09-C-236	WV, Putnam	Shirley Janey, address unknown	
	09-C-244	WV, Putnam	Richard Jett, address unknown	
	09-C-243	WV, Putnam	Veril Jividen, address unknown	
	07-C-414	WV, Putnam	Ruben Johnson, address unknown	
	09-C-283	WV, Putnam	Stephanie Johnston, address unknown	

Case	Case No.	Court Agency	Plaintiff	Status
	09-C-245	WV, Putnam	Mary M. Jones, as Personal Representative of the Estate of Constance Jones, Deceased, address unknown	
	09-C-362	WV, Putnam	Eugene Karcheski , address unknown	
	09-C-359	WV, Putnam	Victor Keathley, address unknown	
	09-C-321	WV, Putnam	James Keeling, Personal Representative of the Estate of Barbara Keeling, Deceased, address unknown	
	09-C-396	WV, Putnam	Evelyn Kessinger , address unknown	
	09-C-382	WV, Putnam	Noah Kidd , address unknown	
	09-C-384	WV, Putnam	Purvis King , address unknown	
	09-C-319	WV, Putnam	Walter Krankemann, Personal Representative of the Estate of Christine Krankemann, Deceased, address unknown	
	09-C-399	WV, Putnam	Alice Kyle , address unknown	
	09-C-387	WV, Putnam	Gary Lane , address unknown	
	09-C-401	WV, Putnam	Terry Lanham, address unknown	



Case	Case No.	Court Agency	Plaintiff	Status
	09-C-404	WV, Putnam	Catherine Larek , Deceased (Melanie Tesh, Personal Representative of the Estate), address unknown	
	07-C-404	WV, Putnam	Leonard Lett, address unknown	
	09-C-408	WV, Putnam	Baaron Lewis , address unknown	
	09-C-389	WV, Putnam	Harold Loudin , address unknown	
	07-C-405	WV, Putnam	Walter Loveless, address unknown	
	09-C-453	WV, Putnam	Ralph H. Lucas, address unknown	
	09-C-411	WV, Putnam	Carlos Luikart, Personal Representative of the Estate of Ruby Luikart, Deceased, address unknown	
	09-C-456	WV, Putnam	Avril Mallory, Personal Representative of the Estate of Dorothea Mallory, Deceased, address unknown	
	07-C-350	WV, Putnam	Ellen Mann, address unknown	
	09-C-356	WV, Putnam	Ruth Mann , address unknown	

Case	Case No.	Court Agency	Plaintiff	Status
	09-C-369	WV, Putnam	James Marris , address unknown	
	09-C-447	WV, Putnam	John Mays, address unknown	
	09-C-366	WV, Putnam	Lois McCarthy, address unknown	
	07-C-351	WV, Putnam	Olin McClanahan, address unknown	
	09-C-363	WV, Putnam	Robert McClanahan , address unknown	
	09-C-365	WV, Putnam	Ritchie McGrew , address unknown	
	09-C-458	WV, Putnam	Thomas Milam, Personal Representative of the Estate of Lana Milam, Deceased, address unknown	
	09-C-460	WV, Putnam	Loretta Milhoan, Personal Representative of the Estate of Herbert Milhoan, Deceased, address unknown	
	09-C-374	WV, Putnam	Angelique Miller , address unknown	
	09-C-370	WV, Putnam	John Miller , address unknown	
	09-C-367	WV, Putnam	Kelley Miller , address unknown	
	07-C-354	WV, Putnam	Chris Morris, address unknown	

Case	Case No.	Court Agency	Plaintiff	Status
	09-C-361	WV, Putnam	Gwendolyn Morris , address unknown	
	09-C-358	WV, Putnam	Lisa Morton , address unknown	
	09-C-355	WV, Putnam	Roberta Morton , address unknown	
	09-C-318	WV, Putnam	Johnnie D. Muck, Personal Representative of the Estate of John R. Muck, Deceased, address unknown	
	09-C-353	WV, Putnam	Barbara Muck , address unknown	
	09-C-455	WV, Putnam	Johnnie D. Muck, Personal Representative of the Estate of Louella Muck, Deceased Muck , address unknown	
	09-C-450	WV, Putnam	Francis, Personal Representative of the Estate of Ellen Creasy, Deceased Nutter, address unknown	
	09-C-323	WV, Putnam	Leslie, Personal Representative of the Estate of John Oakes, Deceased Oakes, address unknown	
	09-C-357	WV, Putnam	Lois Oliver , address unknown	
	09-C-354	WV, Putnam	Jack Oxley , address unknown	
	09-C-351	WV, Putnam	Theresa Oxley , address unknown	

Case	Case No.	Court Agency	Plaintiff	Status
	09-C-360	WV, Putnam	David Painter , address unknown	
	09-C-464	WV, Putnam	Donna Parker, address unknown	
	07-C-357	WV, Putnam	Sandra Parri, address unknown	
	09-C-451	WV, Putnam	Sheryl Pauley, Personal Representative of the Estate of Brett Workman, Deceased, address unknown	
	09-C-376	WV, Putnam	Bervin Pauley , address unknown	
	09-C-373	WV, Putnam	Steven Pauley , address unknown	
	09-C-371	WV, Putnam	Frank Perry , address unknown	
	09-C-322	WV, Putnam	Phyllis Perry, Personal Representative of the Estate of Leslie Perry, Deceased, address unknown	
	09-C-368	WV, Putnam	Arnold Persinger , address unknown	
	07-C-364	WV, Putnam	Kenneth Phillips, address unknown	
	09-C-378	WV, Putnam	Marie Phillips , address unknown	

Case	Case No.	Court Agency	Plaintiff	Status
	09-C-375	WV, Putnam	David Plumley , address unknown	
	07-C-368	WV, Putnam	Gordon Pottorff, address unknown	
	UNKNOWN	WV, Putnam	James Price, address unknown	
	09-C-372	WV, Putnam	Gloria Puckett , address unknown	
	09-C-348	WV, Putnam	Sharon Puffenbarger , address unknown	
	07-C-346	WV, Putnam	James Randolph, address unknown	
	09-C-347	WV, Putnam	Kelly Reimert , address unknown	
	09-C-467	WV, Putnam	Bessie Roberts, Personal Representative of the Estate of Charles Roberts, Deceased, address unknown	
	09-C-343	WV, Putnam	Bessie Roberts , address unknown	
	09-C-341	WV, Putnam	Ronald Robson , address unknown	
	09-C-339	WV, Putnam	Vernon Rollins , address unknown	

Case	Case No.	Court Agency	Plaintiff	Status
	09-C-452	WV, Putnam	Gerald Sayre, address unknown	
	07-C-387	WV, Putnam	Janice Scott, address unknown	
	09-C-340	WV, Putnam	William Scott , address unknown	
	09-C-344	WV, Putnam	Jackie Shank , address unknown	
	09-C-409	WV, Putnam	Nancy Shelton, Personal Representative of the Estate of Phyllis Lucas, Deceased, address unknown	
	09-C-346	WV, Putnam	Thomas Shepherd , address unknown	
	09-C-349	WV, Putnam	Phyllis Short , address unknown	
	09-C-350	WV, Putnam	Pamela Simms , address unknown	
	09-C-449	WV, Putnam	Jimmie Smith, Personal Representative of the Estate of Ira G. Smith, Deceased, address unknown	
	07-C-385	WV, Putnam	Randy Smith, address unknown	
	07-C-386	WV, Putnam	Sterling Smith, address unknown	
	09-C-329	WV, Putnam	Joan Smith , address unknown	

Case	Case No.	Court Agency	Plaintiff	Status
	09-C-327	WV, Putnam	Katherine Smith , address unknown	
	09-C-338	WV, Putnam	Philander Smith , address unknown	
	09-C-333	WV, Putnam	Susan Smith , address unknown	
	09-C-410	WV, Putnam	Larry Spence, Personal Representative of the Estate of Deloris Spence, Deceased, address unknown	
	09-C-331	WV, Putnam	Stephen Stout , address unknown	
	09-C-345	WV, Putnam	Paul Stowers , address unknown	
	09-C-400	WV, Putnam	Gloria Strait , address unknown	
	07-C-399	WV, Putnam	Gale Summers, address unknown	
	09-C-392	WV, Putnam	Sherri Sutherland , address unknown	
	09-C-330	WV, Putnam	Lewis Taylor , address unknown	
	09-C-403	WV, Putnam	William Thompson , address unknown	

Case	Case No.	Court Agency	Plaintiff	Status
	09-C-394	WV, Putnam	John W. Thornton, as Personal Representative of the Estate of James Thornton, Deceased, address unknown	
	09-C-466	WV, Putnam	Carolyn Thumm, Personal Representative of the Estate of Joseph Hein, Deceased, address unknown	
	09-C-459	WV, Putnam	Ramona Tidd, Personal Representative of the Estate of Harry Tidd, Deceased, address unknown	
	09-C-406	WV, Putnam	Joann Tincher, address unknown	
	09-C-377	WV, Putnam	Paul Tincher, address unknown	
	09-C-380	WV, Putnam	Carolyn Tipton, address unknown	
	07-C-403	WV, Putnam	James Totten, Sr., address unknown	
	07-C-411	WV, Putnam	Gaynelle Tyree, Administratrix of the Estate of Donald Tyree, deceased, address unknown	
	09-C-383	WV, Putnam	Betty Tyson, address unknown	
	09-C-386	WV, Putnam	Karen Vaughan, address unknown	



Case	Case No.	Court Agency	Plaintiff	Status
	07-C-413	WV, Putnam	Mary Ward, address unknown	
	09-C-388	WV, Putnam	Elizabeth Watson , address unknown	
	09-C-391	WV, Putnam	Patricia Westfall , address unknown	
	09-C-395	WV, Putnam	Dwight Wilborne , address unknown	
	09-C-398	WV, Putnam	Guy Wilkinson , address unknown	
	07-C-345	WV, Putnam	Devae Williams, address unknown	
	09-C-402	WV, Putnam	Rickie Winter , address unknown	
	09-C-337	WV, Putnam	Ronald Withrow , address unknown	
	09-C-405	WV, Putnam	James Wolfe , address unknown	
	09-C-381	WV, Putnam	Victoria Wood , address unknown	
	07-C-388	WV, Putnam	Jack Woodall, address unknown	

Case	Case No.	Court Agency	Plaintiff	Status
	09-C-334	WV, Putnam	Mary Young, Personal Representative of the Estate of Natchee Young, Deceased Young, address unknown	
	09-C-285	WV, Putnam	Michael Zitzelsberger, address unknown	
	09-C-390	WV, Putnam	Vada Zitzelsberger, address unknown	
	09-C-457	WV-Putnam	Melissa Hinton, address unknown	
	09-C-407	WV-Putnam	Edna Lemaster, address unknown	
	09-c-465	WV-Putnam	Blanch Mace, address unknown	
	09-C-234	WV-Putnam	Alma Jarrell, address unknown	
Mandirola, et al. v. Apogee Coal Company, LLC	10-C-144	WV, Logan	Scott Mandirola, Director, Division of Water and Waste Management Thomas Clarke, Director, Division of Mining and Reclamation, West Virginia Department of Environmental Protection	Settled 2013. Consent decree entered

Case	Case No.	Court Agency	Plaintiff	Status
Ohio Valley Environmental Coalition, Inc., et al. v. Apogee Coal Company, LLC and Hobet Mining, LLC.	3:07-CV-00413	USDC - SDWV Huntington	Ohio Valley Environmental Coalition, Inc. and West Virginia Highlands Conservancy, Inc.	Pending - Court order in place requiring construction of selenium treatment plant
Kenneth & Victoria Bevins v. Apogee Coal Company	15-1064	US Court of Appeals	Kenneth Bevins, Address Unknown	Filed
Mullins, Jarrod v Pine Ridge Coal Company, Green Leaf Services and Johnny Boyer	13-C-815	WV - Raleigh	Jarrod Mullins, Address Unknown	Filed
Lester, Kevin and Michelle v Walker Machinery, Apogee, Patriot Coal	14-C-34	WV - Logan	Kevin Lester, Address Unknown Michelle Lester, Address Unknown	Filed
White, Joel and Bill Franey v Baxter, Jimmy and Karen, Central States Coal Reserves, Grand Eagle Mining, Patriot Coal et al	14-CI-00173	KY - Henderson	Joel White 1931 State State Route 334 Lewispport, KY 42303	Filed

Case	Case No.	Court Agency	Plaintiff	Status
Belcher, Jason v Patriot Coal , Apogee, Lee Dingess	14-C-200	WV- Mingo	<p>Bill Franey 3614 Trechave Bend Owensboro, KY 42303</p> <p>Jimmy and Karen Baxter 8963 Pleasant Hill Road Henderson, KY 42420</p> <p>County of Henderson Kentucky Steven R. Gold, Esquire Henderson County Attorney Henderson County Courthouse 20 N. Main Street Henderson, KY 42420</p> <p>Jason Belcher, Address Unknown</p>	Filed.

Case	Case No.	Court Agency	Plaintiff	Status
Roger & Susan Horton v Komatsu America Corp, Rish Equipment, Apogee Coal Company	15-C-27	WV- Logan	Roger & Susan Horton P.O. Box642 Holden, WV 25625	Filed
Charles Pruitt v Apogee Coal Company	2015-C-16	Logan- WV	Charles Pruitt, Address Unknown	Filed
Freddie Stollings v Apogee Coal Company	15-C-239	Logan- WV	Freddie Stollings, Address Unknown	Filed

Case	Case No.	Court Agency	Plaintiff	Status
Gregory Dotson v Apogee Coal Company	14-C-137	WV- Logan	Gregory Dotson, Address Unknown	Case was filed but not served. This case will have to be refiled.
Scott Baisden v Alley Trucking, Apogee, Patriot Coal, Kenneth Adkins, Charles Glenn Nolan, Cecil I. Walker Machinery Company	11-C-246	Logan-WV	Scott Baisden, address unknown	Filed
Trent, Herbert and Della v Apogee Coal Company	13-C-297	WV-Logan	Herbert and Della Trent, Address Unknown	Dismissed
Tax Lien Will Scarlet Properties, LLC		IL-Saline	Section 18 Township 10, Range 05	Filed
Strata Mine Service, LLC v Eastern Associated Coal	instrument no. 597995	WV- Monongalia	Strata Mine Service	Filed
Powell Construction Company v Robin Land Company, LLC	Recorded Deed Book 65 Pg 540	WV- Kanawha	Powell Construction Company	Filed
Powell Construction Company v Robin Land Company, LLC	Recorded Deed Book 62 Pg 301	WV - Kanawha	Powell Construction Company	Filed
Powell Construction Company v Robin Land Company, LLC	Recorded Deed Book 62 Pg 301	WV - Kanawha	Powell Construction Company	Filed
UMWA District 31 v Eastern Associated Coal Company (Federal 2), National Labor Charge	06-CA-157245	NLRB Region 6 (Pittsburg)	UMWA, District 13, NLRB	Filed

Case	Case No.	Court Agency	Plaintiff	Status
Ohio Valley Environmental Coalition et al v Hobet Mining, LLC	3-15-CV-04101	USDC SDWV	Ohio Valley Environmental Coalition, West Virginia Highlands Conservancy	Filed

**Litigation Related to Environmental Matters:**

See summaries on Schedule 3.08(a)-(b).

**SCHEDULE 3.13(b)**

**Orders**

Orders pertaining to Environmental Matters are disclosed on Schedule 3.08(a) - (b).



**SCHEDULE 3.14**

**Laws and Regulations**

See Schedule 3.08(a) - (b) for additional items.

**MSHA Violations:**<sup>6</sup>

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Apogee	GUYAN	8130043	104(b) Order	03/21/2011		N	\$0.00	\$0.00
Apogee	GUYAN	8116888	103(j) Order	05/14/2011		N	\$0.00	\$0.00
Apogee	GUYAN	7272580	103(k) Order	10/09/2012		N	\$0.00	\$0.00
Apogee	GUYAN	7180985	103(k) Order	03/21/2013		N	\$0.00	\$0.00
Apogee	GUYAN	9000725	104(a) Citation	05/16/2013	\$13,268.00	Y	\$13,268.00	\$0.00
Apogee	GUYAN	7162360	103(k) Order	05/16/2013		N	\$0.00	\$0.00
Apogee	GUYAN	7167792	103(k) Order	06/28/2013		N	\$0.00	\$0.00
Apogee	GUYAN	7233520	104(a) Citation	08/06/2013	\$3,996.00	Y	\$3,996.00	\$0.00
Apogee	GUYAN	7278862	104(a) Citation	08/15/2013	\$2,106.00	Y	\$2,106.00	\$0.00
Apogee	GUYAN	8106576	104(a) Citation	08/26/2013	\$1,795.00	Y	\$1,795.00	\$0.00
Apogee	GUYAN	4806094	104(a) Citation	08/27/2013	\$1,795.00	Y	\$1,795.00	\$0.00
Apogee	GUYAN	9011890	104(a) Citation	08/28/2013	\$425.00	Y	\$425.00	\$0.00
Apogee	GUYAN	9011891	103(k) Order	09/09/2013		N	\$0.00	\$0.00

<sup>6</sup> The list represents open MSHA violations that are not yet assessed or are contested and not yet settled/finalized. The Schedule does not contain citations from WV OMHS&T, which are not tracked as they are paid almost immediately.

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Apogee	GUYAN	7193051	104(a) Citation	03/07/2014		N	\$0.00	\$0.00
Apogee	GUYAN	9062286	104(a) Citation	05/27/2015		N	\$0.00	\$0.00
Apogee	GUYAN	9062285	104(a) Citation	05/27/2015		N	\$0.00	\$0.00
Apogee	GUYAN	9062292	104(a) Citation	06/15/2015		N	\$0.00	\$0.00
Apogee	GUYAN	9062291	104(a) Citation	06/15/2015		N	\$0.00	\$0.00
Apogee	GUYAN	9062290	104(a) Citation	06/15/2015		N	\$0.00	\$0.00
Bluegrass	Grand Eagle Prep Plant	8497708	104(a) Citation	06/23/2010		N	\$0.00	\$0.00
Bluegrass	Grand Eagle Prep Plant	8502225	104(a) Citation	07/07/2011		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	7660132	104(a) Citation	01/12/2005		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	7660131	104(a) Citation	01/12/2005		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	7662021	104(a) Citation	06/22/2005		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	7662053	104(a) Citation	12/12/2005		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	9898683	104(a) Citation	02/08/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	7367038	104(a) Citation	05/09/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	7367040	104(a) Citation	05/11/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	7367039	104(a) Citation	05/11/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689263	104(a) Citation	05/12/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689262	104(a) Citation	05/12/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689261	104(a) Citation	05/12/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689266	104(a) Citation	05/15/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689265	104(a) Citation	05/15/2006		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Bluegrass	Patriot Surface	6689264	104(a) Citation	05/15/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689274	104(a) Citation	06/05/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689282	104(a) Citation	06/05/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689281	104(a) Citation	06/05/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689280	104(a) Citation	06/05/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689279	104(a) Citation	06/05/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689278	104(a) Citation	06/05/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689277	104(a) Citation	06/05/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689275	104(a) Citation	06/05/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689273	104(a) Citation	06/05/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689272	104(a) Citation	06/05/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689276	104(a) Citation	06/05/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689285	104(a) Citation	06/06/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689284	104(a) Citation	06/06/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689283	104(a) Citation	06/06/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689287	104(a) Citation	06/08/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689286	104(a) Citation	06/08/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689288	104(a) Citation	06/08/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689289	104(a) Citation	06/08/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689290	104(a) Citation	06/13/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689312	104(a) Citation	08/01/2006		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type		Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Bluegrass	Patriot Surface	6689311	104(a)	Citation	08/01/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689593	104(g)(1)	Order	08/03/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689324	104(g)(1)	Order	08/07/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689321	104(a)	Citation	08/07/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689975	104(a)	Citation	11/29/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6689976	104(a)	Citation	11/29/2006		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6692466	104(a)	Citation	03/21/2007		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6692465	104(a)	Citation	03/21/2007		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6692464	104(a)	Citation	03/21/2007		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6692463	104(a)	Citation	03/21/2007		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6692462	104(a)	Citation	03/21/2007		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6692459	104(a)	Citation	03/21/2007		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6692470	104(a)	Citation	03/22/2007		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6692468	104(a)	Citation	03/22/2007		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6691264	104(a)	Citation	03/24/2007		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6692476	104(a)	Citation	03/24/2007		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6692497	104(a)	Citation	04/25/2007		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6692496	104(a)	Citation	04/25/2007		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6692495	104(a)	Citation	04/25/2007		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6692494	107(a)	Order	04/25/2007		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6692518	104(a)	Citation	05/21/2007		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Bluegrass	Patriot Surface	6692517	104(a) Citation	05/21/2007		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6692516	104(a) Citation	05/21/2007		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	6692515	104(a) Citation	05/21/2007		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	8501243	104(a) Citation	08/05/2010		N	\$0.00	\$0.00
Bluegrass	Patriot Surface	8501290	104(a) Citation	12/08/2010		N	\$0.00	\$0.00
Federal	Federal #2 Prep Plant	7109976	104(a) Citation	11/15/2005	\$375.00	Y	\$375.00	\$0.00
Federal	Federal #2 Prep Plant	7150978	104(a) Citation	12/13/2005	\$375.00	Y	\$375.00	\$0.00
Federal	Federal #2 Prep Plant	8041207	104(a) Citation	10/06/2011	\$100.00	Y	\$100.00	\$0.00
Federal	Federal #2 Prep Plant	8204115	104(a) Citation	01/30/2013	\$362.00	Y	\$362.00	\$0.00
Federal	Federal #2 Prep Plant	8049626	104(a) Citation	10/31/2013	\$362.00	Y	\$362.00	\$0.00
Federal	Federal #2 Prep Plant	8049627	104(a) Citation	11/04/2013	\$460.00	Y	\$460.00	\$0.00
Federal	Federal #2 Prep Plant	8049631	104(a) Citation	11/06/2013	\$3,405.00	Y	\$3,405.00	\$0.00
Federal	Federal #2 Prep Plant	8056248	104(a) Citation	06/19/2014	\$460.00	Y	\$460.00	\$0.00
Federal	Federal #2 Prep Plant	8060100	104(a) Citation	10/22/2014	\$100.00	Y	\$100.00	\$0.00
Federal	Federal #2 Prep Plant	8060676	104(d)(1) Order	11/24/2014	\$2,000.00	Y	\$2,000.00	\$0.00
Federal	Federal #2 Prep Plant	8059332	104(a) Citation	12/03/2014	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal #2 Prep Plant	8059330	104(a) Citation	12/03/2014	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal #2 Prep Plant	8059844	104(a) Citation	02/11/2015	\$3,405.00	Y	\$3,405.00	\$0.00
Federal	Federal #2 Prep Plant	9082877	104(a) Citation	02/18/2015	\$460.00	Y	\$460.00	\$0.00
Federal	Federal #2 Prep Plant	8060535	104(a) Citation	02/18/2015	\$1,530.00	Y	\$1,530.00	\$0.00
Federal	Federal No. 2	7150446	104(a) Citation	07/19/2005	\$375.00	Y	\$375.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	7148086	104(a) Citation	07/19/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150444	104(a) Citation	07/19/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150445	104(a) Citation	07/19/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150448	104(a) Citation	07/21/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150447	104(a) Citation	07/21/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7111730	104(a) Citation	07/22/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7111729	104(a) Citation	07/22/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150449	104(a) Citation	07/26/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150450	104(a) Citation	07/26/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150451	104(a) Citation	07/26/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150452	104(a) Citation	07/26/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149484	104(a) Citation	08/09/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149328	104(a) Citation	08/15/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149327	104(a) Citation	08/15/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7125443	104(a) Citation	08/16/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7125444	104(a) Citation	08/16/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7125445	104(a) Citation	08/17/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7125446	104(a) Citation	08/18/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7125447	104(a) Citation	08/19/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7125448	104(a) Citation	08/19/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150454	104(a) Citation	08/22/2005		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	7150455	104(a) Citation	08/24/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150456	104(a) Citation	08/25/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150457	104(a) Citation	08/27/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7125452	104(a) Citation	08/30/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7125453	104(a) Citation	08/30/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150704	104(a) Citation	08/31/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150460	104(a) Citation	08/31/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150461	104(a) Citation	08/31/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150462	104(a) Citation	08/31/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150703	104(a) Citation	08/31/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150459	104(a) Citation	08/31/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7125454	104(a) Citation	09/02/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150707	104(a) Citation	09/06/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150710	104(a) Citation	09/07/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150709	104(a) Citation	09/07/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150712	104(a) Citation	09/08/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150714	104(a) Citation	09/08/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150715	104(a) Citation	09/08/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150716	104(a) Citation	09/08/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150720	104(a) Citation	09/12/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150719	104(a) Citation	09/12/2005		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	7150721	104(a) Citation	09/12/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150718	104(a) Citation	09/12/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150722	104(a) Citation	09/14/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150723	104(a) Citation	09/15/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150724	104(a) Citation	09/15/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150726	104(a) Citation	09/15/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150727	104(a) Citation	09/15/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150732	104(a) Citation	09/21/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150729	104(a) Citation	09/21/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150734	104(a) Citation	09/21/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150730	104(a) Citation	09/21/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150735	104(a) Citation	09/26/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150736	104(a) Citation	09/26/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149421	104(a) Citation	09/27/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149422	104(a) Citation	09/27/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149423	104(a) Citation	09/27/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149424	104(a) Citation	09/27/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149425	104(a) Citation	09/27/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149502	104(a) Citation	09/28/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149341	104(a) Citation	10/11/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149975	104(a) Citation	10/19/2005		N	\$0.00	\$0.00



Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	7149977	104(a) Citation	10/24/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149978	104(a) Citation	11/01/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149979	104(a) Citation	11/01/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149980	104(a) Citation	11/07/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149982	104(a) Citation	11/09/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149981	104(a) Citation	11/09/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150563	104(a) Citation	11/14/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150564	104(a) Citation	11/16/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150565	104(a) Citation	11/16/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149681	104(a) Citation	11/21/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149682	104(a) Citation	11/21/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150566	104(a) Citation	11/23/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150567	104(a) Citation	11/29/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150568	104(a) Citation	11/29/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150569	104(a) Citation	11/29/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150570	104(a) Citation	11/30/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149201	104(a) Citation	11/30/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7150574	104(a) Citation	12/21/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149759	104(a) Citation	12/29/2005		N	\$0.00	\$0.00
Federal	Federal No. 2	7149916	104(a) Citation	01/03/2006	\$60.00	Y	\$60.00	\$0.00
Federal	Federal No. 2	7149919	104(a) Citation	01/04/2006		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	7149917	104(a) Citation	01/04/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7107277	104(a) Citation	01/10/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7150738	104(a) Citation	01/11/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7107288	104(a) Citation	01/17/2006	\$375.00	Y	\$375.00	\$0.00
Federal	Federal No. 2	7107286	104(a) Citation	01/17/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7107289	104(a) Citation	01/17/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7107590	104(a) Citation	01/23/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7107591	104(a) Citation	01/23/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7107602	104(a) Citation	01/30/2006	\$723.00	Y	\$723.00	\$0.00
Federal	Federal No. 2	7107601	104(a) Citation	01/30/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7107603	104(a) Citation	01/30/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7107604	104(a) Citation	01/31/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7107605	104(a) Citation	01/31/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7107606	104(a) Citation	01/31/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7107607	104(a) Citation	01/31/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7107608	104(a) Citation	01/31/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7107609	104(a) Citation	01/31/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7142457	104(a) Citation	01/31/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7142456	104(a) Citation	01/31/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7142460	104(a) Citation	02/01/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7142686	104(a) Citation	02/01/2006		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	7107610	104(a) Citation	02/02/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7105617	104(a) Citation	02/02/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7108493	104(a) Citation	02/02/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7108490	104(a) Citation	02/02/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7108492	104(a) Citation	02/02/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7105618	104(a) Citation	02/06/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7105619	104(a) Citation	02/07/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7105620	104(a) Citation	02/07/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7105621	104(a) Citation	02/08/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7105622	104(a) Citation	02/13/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7105623	104(a) Citation	02/13/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	3718574	104(a) Citation	02/13/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	3718578	104(a) Citation	02/13/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	3718573	104(a) Citation	02/13/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	3718695	104(a) Citation	02/13/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	3718743	104(a) Citation	02/13/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7105624	104(a) Citation	02/14/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7105625	104(a) Citation	02/14/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	4540959	104(a) Citation	02/14/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	3718747	104(a) Citation	02/14/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	3718836	104(a) Citation	02/14/2006		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	4541562	104(a) Citation	02/14/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	4541574	104(a) Citation	02/14/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	4541620	104(a) Citation	02/14/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	4541655	104(a) Citation	02/14/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	4541656	104(a) Citation	02/14/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	4541657	104(a) Citation	02/14/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	4077882	104(a) Citation	02/15/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	4077881	104(a) Citation	02/15/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	4541660	104(a) Citation	02/15/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	4541658	104(a) Citation	02/15/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	4541659	104(a) Citation	02/15/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	4541908	104(a) Citation	02/15/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	4541916	104(a) Citation	02/15/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601043	104(a) Citation	02/21/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601044	104(a) Citation	02/21/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601041	104(a) Citation	02/21/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601042	104(a) Citation	02/21/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601004	104(a) Citation	02/21/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601001	104(a) Citation	02/21/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601003	104(a) Citation	02/21/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601002	104(a) Citation	02/21/2006		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	6601047	104(a) Citation	02/22/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601048	104(a) Citation	02/22/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601049	104(a) Citation	02/22/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601005	104(a) Citation	02/22/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601006	104(a) Citation	02/22/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601007	104(a) Citation	02/22/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601008	104(a) Citation	02/22/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601009	104(a) Citation	02/22/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601050	104(a) Citation	02/23/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601012	104(a) Citation	02/23/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601011	104(a) Citation	02/23/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601010	104(a) Citation	02/23/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7147201	104(a) Citation	02/23/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7147240	104(a) Citation	02/23/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7146140	104(a) Citation	02/23/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7147878	104(a) Citation	02/26/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7147879	104(a) Citation	02/26/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601013	104(a) Citation	02/27/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7147880	104(a) Citation	02/27/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7148111	104(a) Citation	02/27/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601014	104(a) Citation	02/28/2006		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	6601015	104(a) Citation	02/28/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601016	104(a) Citation	02/28/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601017	104(a) Citation	02/28/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601019	104(a) Citation	03/01/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601018	104(a) Citation	03/01/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601020	104(a) Citation	03/01/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601022	104(a) Citation	03/03/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601023	104(a) Citation	03/03/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601024	104(a) Citation	03/03/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601021	104(a) Citation	03/03/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601031	104(a) Citation	03/06/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601026	104(a) Citation	03/06/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601027	104(a) Citation	03/06/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601030	104(a) Citation	03/06/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601032	104(a) Citation	03/06/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601033	104(a) Citation	03/06/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601034	104(a) Citation	03/06/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601035	104(d)(1) Citation	03/06/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601029	104(a) Citation	03/06/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601040	104(a) Citation	03/07/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601037	104(a) Citation	03/07/2006		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	6601038	104(a) Citation	03/07/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601039	104(a) Citation	03/07/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601241	104(a) Citation	03/07/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601242	104(a) Citation	03/07/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601244	104(d)(1) Order	03/07/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7148114	104(a) Citation	03/07/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601247	104(a) Citation	03/09/2006	\$723.00	Y	\$723.00	\$0.00
Federal	Federal No. 2	6601248	104(a) Citation	03/09/2006	\$723.00	Y	\$723.00	\$0.00
Federal	Federal No. 2	6601249	104(a) Citation	03/09/2006	\$723.00	Y	\$723.00	\$0.00
Federal	Federal No. 2	6601251	104(a) Citation	03/09/2006	\$1,096.00	Y	\$1,096.00	\$0.00
Federal	Federal No. 2	6601246	314(b) Safeguard	03/09/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601254	104(a) Citation	03/13/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601255	104(a) Citation	03/13/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601256	104(a) Citation	03/13/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601025	104(a) Citation	03/13/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601258	104(a) Citation	03/14/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601260	104(a) Citation	03/14/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601261	104(a) Citation	03/14/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602043	104(a) Citation	03/15/2006	\$60.00	Y	\$60.00	\$0.00
Federal	Federal No. 2	6602044	104(a) Citation	03/15/2006	\$60.00	Y	\$60.00	\$0.00
Federal	Federal No. 2	6601264	104(a) Citation	03/15/2006		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	6601078	104(a) Citation	03/15/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602042	104(a) Citation	03/15/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7147912	104(a) Citation	03/15/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7149795	104(a) Citation	03/15/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601276	104(a) Citation	03/22/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7147889	104(a) Citation	03/23/2006	\$375.00	Y	\$375.00	\$0.00
Federal	Federal No. 2	6601284	104(a) Citation	03/23/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601285	104(a) Citation	03/23/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601292	104(a) Citation	03/27/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601290	104(a) Citation	03/27/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601291	104(d)(1) Order	03/27/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7142428	104(a) Citation	03/27/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7142429	104(a) Citation	03/27/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7142430	104(a) Citation	03/27/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601384	104(a) Citation	03/29/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601298	104(a) Citation	03/29/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601299	104(a) Citation	03/29/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601300	104(a) Citation	03/29/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601382	104(a) Citation	03/29/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601383	104(a) Citation	03/29/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601311	104(a) Citation	04/03/2006		N	\$0.00	\$0.00



Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	6601312	104(a) Citation	04/03/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601314	104(a) Citation	04/03/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601313	104(a) Citation	04/03/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601385	104(a) Citation	04/03/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601386	104(a) Citation	04/03/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601387	104(a) Citation	04/03/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601316	104(a) Citation	04/04/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601388	104(a) Citation	04/04/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601318	104(a) Citation	04/05/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601319	104(a) Citation	04/05/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601394	104(a) Citation	04/05/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601389	104(a) Citation	04/05/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601390	104(a) Citation	04/05/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601391	104(a) Citation	04/05/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601392	104(a) Citation	04/05/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7149400	104(a) Citation	04/05/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601395	104(a) Citation	04/06/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601396	104(a) Citation	04/06/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601397	104(d)(1) Order	04/06/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601398	104(a) Citation	04/10/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7142468	104(a) Citation	04/10/2006		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	7142469	104(a) Citation	04/10/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7142470	104(a) Citation	04/10/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7142471	104(a) Citation	04/10/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7142472	104(a) Citation	04/10/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601045	104(a) Citation	04/12/2006	\$375.00	Y	\$375.00	\$0.00
Federal	Federal No. 2	6601324	104(a) Citation	04/12/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601404	104(a) Citation	04/12/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601403	104(a) Citation	04/12/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601400	104(a) Citation	04/12/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601401	104(a) Citation	04/12/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601402	104(a) Citation	04/12/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601406	104(a) Citation	04/13/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601407	104(a) Citation	04/13/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601405	104(a) Citation	04/13/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601161	104(a) Citation	04/17/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601462	104(a) Citation	04/24/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7147353	104(a) Citation	04/25/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601424	104(a) Citation	04/27/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601162	104(a) Citation	04/27/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601163	104(a) Citation	04/27/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601164	104(a) Citation	04/27/2006		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	6601165	104(a) Citation	05/01/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601166	104(a) Citation	05/02/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601167	104(a) Citation	05/02/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601168	104(a) Citation	05/09/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602081	104(a) Citation	05/10/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601169	104(a) Citation	05/15/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601170	104(a) Citation	05/16/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601171	104(a) Citation	05/18/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602087	104(a) Citation	05/22/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602088	104(a) Citation	05/22/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602089	104(a) Citation	05/22/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602090	104(a) Citation	05/22/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601173	104(a) Citation	05/23/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601174	104(a) Citation	05/24/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601175	104(a) Citation	05/24/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601176	104(a) Citation	05/24/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601177	104(a) Citation	05/25/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601178	104(a) Citation	05/30/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601179	104(a) Citation	05/31/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7142480	104(a) Citation	05/31/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601180	104(a) Citation	06/01/2006		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	6601181	104(a) Citation	06/01/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7142587	104(a) Citation	06/01/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601182	104(a) Citation	06/05/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602095	104(a) Citation	06/08/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602094	104(a) Citation	06/08/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601187	104(a) Citation	06/12/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601183	104(a) Citation	06/12/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601184	104(a) Citation	06/12/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601185	104(a) Citation	06/12/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601186	104(a) Citation	06/12/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7144028	104(a) Citation	06/19/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602100	104(a) Citation	06/26/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602101	104(a) Citation	06/28/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601693	104(a) Citation	07/03/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601694	104(a) Citation	07/03/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602102	104(a) Citation	07/03/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602103	104(a) Citation	07/03/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602104	104(a) Citation	07/03/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601696	104(a) Citation	07/05/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601695	104(a) Citation	07/05/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601697	104(a) Citation	07/05/2006		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	6601698	104(a) Citation	07/05/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602105	104(a) Citation	07/05/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602106	104(a) Citation	07/05/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602110	104(a) Citation	07/17/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602139	104(a) Citation	07/17/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602171	107(a) Order	07/17/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602111	104(a) Citation	07/18/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602112	104(a) Citation	07/18/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602113	104(a) Citation	07/18/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602114	104(a) Citation	07/18/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602140	104(a) Citation	07/18/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602141	104(a) Citation	07/18/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602142	104(a) Citation	07/19/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602143	104(a) Citation	07/19/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602144	104(a) Citation	07/19/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601192	104(a) Citation	07/31/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601194	104(a) Citation	08/09/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602115	104(a) Citation	08/09/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601846	104(a) Citation	08/13/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601847	104(a) Citation	08/13/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602177	104(a) Citation	08/16/2006		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	6602178	104(a) Citation	08/16/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601198	104(a) Citation	08/18/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602715	104(a) Citation	08/18/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602716	104(a) Citation	08/18/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602717	104(a) Citation	08/18/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602566	104(a) Citation	08/21/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602564	104(a) Citation	08/21/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602563	104(a) Citation	08/21/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7149819	104(a) Citation	08/21/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	7149820	104(a) Citation	08/21/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601200	314(b) Safeguard	08/22/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602571	104(a) Citation	08/22/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602572	104(a) Citation	08/23/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602573	104(a) Citation	08/23/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602150	104(a) Citation	08/24/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602151	104(a) Citation	08/24/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6601863	104(a) Citation	08/28/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602577	104(a) Citation	08/28/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602576	104(a) Citation	08/28/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602578	104(a) Citation	08/29/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602581	104(a) Citation	08/29/2006		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	6602153	104(a) Citation	09/19/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602522	104(a) Citation	09/19/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603047	104(a) Citation	10/05/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603048	104(a) Citation	10/10/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603050	104(a) Citation	10/11/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603051	104(a) Citation	10/11/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603052	104(a) Citation	10/11/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603055	104(a) Citation	10/12/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603056	104(a) Citation	10/16/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603057	104(a) Citation	10/16/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603058	104(a) Citation	10/16/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603059	107(a) Order	10/17/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603101	104(a) Citation	10/17/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603102	104(a) Citation	10/18/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603103	104(a) Citation	10/18/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603104	104(a) Citation	10/18/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603106	104(a) Citation	10/24/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602652	104(a) Citation	10/24/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603107	104(a) Citation	10/25/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603108	104(a) Citation	10/25/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603109	104(a) Citation	10/25/2006		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	6603110	104(a) Citation	10/25/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603115	104(a) Citation	10/31/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603116	104(a) Citation	11/06/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603117	104(a) Citation	11/07/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603118	104(a) Citation	11/08/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602863	104(a) Citation	11/14/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6602864	104(a) Citation	11/14/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603119	104(a) Citation	11/14/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603120	104(a) Citation	11/14/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603167	104(a) Citation	11/16/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603164	104(a) Citation	11/16/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603163	104(a) Citation	11/16/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603165	104(a) Citation	11/16/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603162	104(a) Citation	11/16/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603168	104(a) Citation	11/20/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603169	104(a) Citation	11/21/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603170	104(a) Citation	11/28/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603174	104(a) Citation	11/29/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603173	104(a) Citation	11/29/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603175	104(a) Citation	11/29/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603176	104(a) Citation	11/29/2006		N	\$0.00	\$0.00



Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	6603178	104(a) Citation	11/29/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603180	104(a) Citation	12/04/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603184	104(a) Citation	12/18/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6604202	104(a) Citation	12/18/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6604201	104(a) Citation	12/18/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603183	104(a) Citation	12/18/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603182	104(a) Citation	12/18/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603185	104(a) Citation	12/19/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6603186	104(a) Citation	12/19/2006		N	\$0.00	\$0.00
Federal	Federal No. 2	6604291	104(a) Citation	01/31/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603255	104(a) Citation	01/31/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604227	104(a) Citation	02/26/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604226	104(a) Citation	02/26/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604225	104(a) Citation	02/26/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604224	104(a) Citation	02/26/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604252	104(a) Citation	02/27/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604253	104(a) Citation	02/27/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603259	104(a) Citation	02/27/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603260	104(a) Citation	02/27/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603261	104(a) Citation	02/27/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604228	104(a) Citation	02/28/2007		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	6603266	104(a) Citation	03/01/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603265	104(a) Citation	03/01/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603264	104(a) Citation	03/01/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604229	104(a) Citation	03/05/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604254	104(a) Citation	03/05/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603267	104(a) Citation	03/05/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603268	104(a) Citation	03/06/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603270	104(a) Citation	03/07/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603271	104(a) Citation	03/08/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604258	104(a) Citation	03/10/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604256	104(a) Citation	03/10/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604260	104(a) Citation	03/13/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603276	104(a) Citation	03/14/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603275	104(a) Citation	03/14/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603274	104(a) Citation	03/14/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603273	104(a) Citation	03/14/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603277	104(a) Citation	03/15/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603279	104(a) Citation	03/17/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603278	104(a) Citation	03/17/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604231	104(a) Citation	03/19/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604232	104(a) Citation	03/19/2007		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	6603281	104(a) Citation	03/19/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604308	104(a) Citation	03/20/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604307	104(a) Citation	03/20/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603283	104(a) Citation	03/21/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603282	104(a) Citation	03/21/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603284	104(a) Citation	03/24/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6602976	104(a) Citation	03/26/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603288	104(a) Citation	03/27/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603287	104(a) Citation	03/27/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603286	104(a) Citation	03/27/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603289	104(a) Citation	03/28/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604268	104(a) Citation	03/29/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604269	104(a) Citation	03/29/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604267	104(a) Citation	03/29/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603292	104(a) Citation	04/03/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603294	104(a) Citation	04/09/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603435	104(a) Citation	04/26/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603485	104(a) Citation	06/18/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603487	104(a) Citation	06/19/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	7145281	103(k) Order	08/02/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604873	104(a) Citation	08/21/2007		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	6605089	104(a) Citation	10/19/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603974	104(b) Order	11/21/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603975	104(b) Order	11/21/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6603976	104(b) Order	11/21/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6604656	107(a) Order	11/29/2007		N	\$0.00	\$0.00
Federal	Federal No. 2	6606663	104(a) Citation	01/07/2008		N	\$0.00	\$0.00
Federal	Federal No. 2	6605242	103(k) Order	02/26/2008		N	\$0.00	\$0.00
Federal	Federal No. 2	6606677	107(a) Order	03/03/2008		N	\$0.00	\$0.00
Federal	Federal No. 2	6606848	104(a) Citation	03/18/2008		N	\$0.00	\$0.00
Federal	Federal No. 2	6606815	103(k) Order	04/08/2008		N	\$0.00	\$0.00
Federal	Federal No. 2	6607268	104(d)(1) Order	05/15/2008		N	\$0.00	\$0.00
Federal	Federal No. 2	6607161	104(a) Citation	05/30/2008		N	\$0.00	\$0.00
Federal	Federal No. 2	6607548	104(a) Citation	08/04/2008	\$2,473.00	Y	\$2,473.00	\$0.00
Federal	Federal No. 2	6604033	103(k) Order	08/25/2008		N	\$0.00	\$0.00
Federal	Federal No. 2	6602710	103(k) Order	08/25/2008		N	\$0.00	\$0.00
Federal	Federal No. 2	6608965	103(k) Order	09/22/2008		N	\$0.00	\$0.00
Federal	Federal No. 2	6610346	103(k) Order	09/23/2008		N	\$0.00	\$0.00
Federal	Federal No. 2	8014956	103(k) Order	10/15/2008		N	\$0.00	\$0.00
Federal	Federal No. 2	6609364	314(b) Safeguard	01/08/2009		N	\$0.00	\$0.00
Federal	Federal No. 2	6609365	314(b) Safeguard	01/08/2009		N	\$0.00	\$0.00
Federal	Federal No. 2	6609296	104(a) Citation	01/14/2009		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type		Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	6609425	103(k)	Order	01/17/2009		N	\$0.00	\$0.00
Federal	Federal No. 2	8015218	103(k)	Order	01/28/2009		N	\$0.00	\$0.00
Federal	Federal No. 2	6608796	103(k)	Order	02/03/2009		N	\$0.00	\$0.00
Federal	Federal No. 2	5609670	104(a)	Citation	03/17/2009		N	\$0.00	\$0.00
Federal	Federal No. 2	8011865	104(a)	Citation	04/07/2009		N	\$0.00	\$0.00
Federal	Federal No. 2	801892	104(a)	Citation	07/19/2009		N	\$0.00	\$0.00
Federal	Federal No. 2	8018938	103(k)	Order	08/25/2009		N	\$0.00	\$0.00
Federal	Federal No. 2	8019203	104(a)	Citation	10/28/2009		N	\$0.00	\$0.00
Federal	Federal No. 2	8017507	104(a)	Citation	11/12/2009		N	\$0.00	\$0.00
Federal	Federal No. 2	8019282	104(a)	Citation	11/17/2009		N	\$0.00	\$0.00
Federal	Federal No. 2	8017510	104(a)	Citation	11/23/2009		N	\$0.00	\$0.00
Federal	Federal No. 2	8025017	103(k)	Order	03/24/2010		N	\$0.00	\$0.00
Federal	Federal No. 2	802264	314(b)	Safeguard	04/22/2010		N	\$0.00	\$0.00
Federal	Federal No. 2	8026101	314(b)	Safeguard	04/22/2010		N	\$0.00	\$0.00
Federal	Federal No. 2	4862667	104(a)	Citation	06/16/2010		N	\$0.00	\$0.00
Federal	Federal No. 2	8025480	104(a)	Citation	07/20/2010		N	\$0.00	\$0.00
Federal	Federal No. 2	8025587	104(b)	Order	08/02/2010		N	\$0.00	\$0.00
Federal	Federal No. 2	8036498	104(a)	Citation	08/03/2010		N	\$0.00	\$0.00
Federal	Federal No. 2	8029477	104(a)	Citation	08/06/2010		N	\$0.00	\$0.00
Federal	Federal No. 2	8025595	104(b)	Order	08/11/2010		N	\$0.00	\$0.00
Federal	Federal No. 2	8025596	104(b)	Order	08/11/2010		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	8025613	104(a) Citation	09/13/2010		N	\$0.00	\$0.00
Federal	Federal No. 2	8033857	104(b) Order	10/18/2010		N	\$0.00	\$0.00
Federal	Federal No. 2	8034133	104(a) Citation	01/18/2011		N	\$0.00	\$0.00
Federal	Federal No. 2	8034132	104(a) Citation	01/18/2011		N	\$0.00	\$0.00
Federal	Federal No. 2	8034496	104(d)(2) Order	04/19/2011		N	\$0.00	\$0.00
Federal	Federal No. 2	6600141	104(a) Citation	05/07/2011		N	\$0.00	\$0.00
Federal	Federal No. 2	8032112	103(k) Order	06/02/2011		N	\$0.00	\$0.00
Federal	Federal No. 2	8015104	104(a) Citation	06/16/2011		N	\$0.00	\$0.00
Federal	Federal No. 2	8015103	314(b) Safeguard	06/16/2011		N	\$0.00	\$0.00
Federal	Federal No. 2	8041085	104(b) Order	07/20/2011		N	\$0.00	\$0.00
Federal	Federal No. 2	8041137	103(k) Order	07/21/2011		N	\$0.00	\$0.00
Federal	Federal No. 2	8041119	107(a) Order	07/27/2011		N	\$0.00	\$0.00
Federal	Federal No. 2	8041267	104(a) Citation	08/02/2011	\$460.00	Y	\$460.00	\$0.00
Federal	Federal No. 2	8041196	104(a) Citation	08/04/2011	\$634.00	Y	\$634.00	\$0.00
Federal	Federal No. 2	8041268	104(a) Citation	08/08/2011	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8041270	104(a) Citation	08/08/2011	\$362.00	Y	\$362.00	\$0.00
Federal	Federal No. 2	8041271	104(a) Citation	08/09/2011	\$745.00	Y	\$745.00	\$0.00
Federal	Federal No. 2	8041296	104(d)(2) Order	08/17/2011	\$4,000.00	Y	\$4,000.00	\$0.00
Federal	Federal No. 2	8041299	104(a) Citation	08/22/2011	\$807.00	Y	\$807.00	\$0.00
Federal	Federal No. 2	8041300	104(a) Citation	08/22/2011	\$1,412.00	Y	\$1,412.00	\$0.00
Federal	Federal No. 2	8041301	104(a) Citation	08/22/2011	\$1,412.00	Y	\$1,412.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	8041306	104(a) Citation	08/25/2011	\$1,412.00	Y	\$1,412.00	\$0.00
Federal	Federal No. 2	8041310	104(a) Citation	08/26/2011	\$1,412.00	Y	\$1,412.00	\$0.00
Federal	Federal No. 2	8034162	104(a) Citation	08/31/2011		N	\$0.00	\$0.00
Federal	Federal No. 2	8034633	104(a) Citation	08/31/2011		N	\$0.00	\$0.00
Federal	Federal No. 2	8032643	103(k) Order	09/03/2011		N	\$0.00	\$0.00
Federal	Federal No. 2	8041340	104(a) Citation	10/06/2011	\$1,412.00	Y	\$1,412.00	\$0.00
Federal	Federal No. 2	7103501	104(a) Citation	10/07/2011	\$946.00	Y	\$946.00	\$0.00
Federal	Federal No. 2	7094075	104(a) Citation	10/11/2011	\$946.00	Y	\$946.00	\$0.00
Federal	Federal No. 2	7094078	104(a) Citation	10/11/2011	\$585.00	Y	\$585.00	\$0.00
Federal	Federal No. 2	7094077	104(a) Citation	10/11/2011	\$1,530.00	Y	\$1,530.00	\$0.00
Federal	Federal No. 2	7094072	104(a) Citation	10/11/2011	\$1,530.00	Y	\$1,530.00	\$0.00
Federal	Federal No. 2	8017177	104(a) Citation	10/11/2011	\$807.00	Y	\$807.00	\$0.00
Federal	Federal No. 2	8041430	104(a) Citation	10/12/2011	\$1,412.00	Y	\$1,412.00	\$0.00
Federal	Federal No. 2	7094079	104(a) Citation	10/12/2011	\$807.00	Y	\$807.00	\$0.00
Federal	Federal No. 2	7094080	104(a) Citation	10/12/2011	\$1,412.00	Y	\$1,412.00	\$0.00
Federal	Federal No. 2	7103502	104(a) Citation	10/12/2011	\$263.00	Y	\$263.00	\$0.00
Federal	Federal No. 2	8041433	104(a) Citation	10/13/2011	\$1,412.00	Y	\$1,412.00	\$0.00
Federal	Federal No. 2	7103504	104(a) Citation	10/14/2011	\$634.00	Y	\$634.00	\$0.00
Federal	Federal No. 2	7094081	104(a) Citation	10/17/2011	\$807.00	Y	\$807.00	\$0.00
Federal	Federal No. 2	7094082	104(a) Citation	10/18/2011	\$362.00	Y	\$362.00	\$0.00
Federal	Federal No. 2	7104666	104(a) Citation	10/18/2011	\$1,304.00	Y	\$1,304.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	7103506	104(a) Citation	10/19/2011	\$634.00	Y	\$634.00	\$0.00
Federal	Federal No. 2	7103522	104(a) Citation	10/20/2011	\$1,412.00	Y	\$1,412.00	\$0.00
Federal	Federal No. 2	7103511	104(a) Citation	10/22/2011	\$362.00	Y	\$362.00	\$0.00
Federal	Federal No. 2	7103510	104(a) Citation	10/22/2011	\$1,412.00	Y	\$1,412.00	\$0.00
Federal	Federal No. 2	7103509	104(a) Citation	10/22/2011	\$807.00	Y	\$807.00	\$0.00
Federal	Federal No. 2	7103516	104(a) Citation	10/26/2011	\$2,678.00	Y	\$2,678.00	\$0.00
Federal	Federal No. 2	7103517	104(a) Citation	10/26/2011	\$2,678.00	Y	\$2,678.00	\$0.00
Federal	Federal No. 2	7103518	104(a) Citation	10/26/2011	\$2,678.00	Y	\$2,678.00	\$0.00
Federal	Federal No. 2	7103524	104(a) Citation	10/26/2011	\$1,412.00	Y	\$1,412.00	\$0.00
Federal	Federal No. 2	7103528	104(a) Citation	10/31/2011	\$1,203.00	Y	\$1,203.00	\$0.00
Federal	Federal No. 2	7103530	104(a) Citation	11/01/2011	\$1,304.00	Y	\$1,304.00	\$0.00
Federal	Federal No. 2	7103532	104(a) Citation	11/01/2011	\$362.00	Y	\$362.00	\$0.00
Federal	Federal No. 2	7103535	104(a) Citation	11/01/2011	\$1,412.00	Y	\$1,412.00	\$0.00
Federal	Federal No. 2	7103584	104(a) Citation	11/01/2011	\$1,412.00	Y	\$1,412.00	\$0.00
Federal	Federal No. 2	7103585	104(a) Citation	11/01/2011	\$1,412.00	Y	\$1,412.00	\$0.00
Federal	Federal No. 2	8032658	103(k) Order	11/29/2011		N	\$0.00	\$0.00
Federal	Federal No. 2	7103752	314(b) Safeguard	01/18/2012		N	\$0.00	\$0.00
Federal	Federal No. 2	7107961	103(j) Order	01/27/2012		N	\$0.00	\$0.00
Federal	Federal No. 2	7103989	103(k) Order	02/23/2012		N	\$0.00	\$0.00
Federal	Federal No. 2	7107968	103(k) Order	03/11/2012		N	\$0.00	\$0.00
Federal	Federal No. 2	7147578	104(a) Citation	05/01/2012		N	\$0.00	\$0.00



Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	7142751	104(a) Citation	05/03/2012		N	\$0.00	\$0.00
Federal	Federal No. 2	8042825	104(a) Citation	08/20/2012	\$1,203.00	Y	\$1,203.00	\$0.00
Federal	Federal No. 2	8042862	104(a) Citation	08/20/2012	\$807.00	Y	\$807.00	\$0.00
Federal	Federal No. 2	8039090	104(a) Citation	08/20/2012	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal No. 2	7116322	104(a) Citation	08/20/2012	\$8,893.00	Y	\$8,893.00	\$0.00
Federal	Federal No. 2	7106209	104(a) Citation	08/20/2012	\$162.00	Y	\$162.00	\$0.00
Federal	Federal No. 2	7106210	104(a) Citation	08/20/2012	\$224.00	Y	\$224.00	\$0.00
Federal	Federal No. 2	7106211	104(a) Citation	08/20/2012	\$162.00	Y	\$162.00	\$0.00
Federal	Federal No. 2	7114334	104(a) Citation	08/20/2012	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	7116321	104(d)(2) Order	08/20/2012	\$4,440.00	Y	\$4,440.00	\$0.00
Federal	Federal No. 2	7116323	104(a) Citation	08/20/2012	\$873.00	Y	\$873.00	\$0.00
Federal	Federal No. 2	7116325	104(a) Citation	08/20/2012	\$540.00	Y	\$540.00	\$0.00
Federal	Federal No. 2	7116326	104(a) Citation	08/20/2012	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	7116327	104(a) Citation	08/20/2012	\$807.00	Y	\$807.00	\$0.00
Federal	Federal No. 2	7116328	104(d)(2) Order	08/20/2012	\$10,705.00	Y	\$10,705.00	\$0.00
Federal	Federal No. 2	7116320	104(a) Citation	08/20/2012	\$1,412.00	Y	\$1,412.00	\$0.00
Federal	Federal No. 2	8042827	104(a) Citation	08/22/2012	\$1,304.00	Y	\$1,304.00	\$0.00
Federal	Federal No. 2	8042828	104(a) Citation	08/22/2012	\$1,304.00	Y	\$1,304.00	\$0.00
Federal	Federal No. 2	8042865	104(a) Citation	08/28/2012	\$362.00	Y	\$362.00	\$0.00
Federal	Federal No. 2	8042866	104(a) Citation	08/28/2012	\$362.00	Y	\$362.00	\$0.00
Federal	Federal No. 2	8042868	104(a) Citation	08/29/2012	\$2,106.00	Y	\$2,106.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	8039633	104(a) Citation	08/31/2012	\$100.00	Y	\$100.00	\$0.00
Federal	Federal No. 2	8039634	104(a) Citation	08/31/2012	\$100.00	Y	\$100.00	\$0.00
Federal	Federal No. 2	8039635	104(a) Citation	08/31/2012	\$100.00	Y	\$100.00	\$0.00
Federal	Federal No. 2	6603757	104(a) Citation	09/04/2012	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	6603756	104(a) Citation	09/04/2012	\$1,304.00	Y	\$1,304.00	\$0.00
Federal	Federal No. 2	8042836	104(a) Citation	09/05/2012	\$634.00	Y	\$634.00	\$0.00
Federal	Federal No. 2	8042869	104(a) Citation	09/05/2012	\$5,503.00	Y	\$5,503.00	\$0.00
Federal	Federal No. 2	6603758	104(a) Citation	09/06/2012	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal No. 2	8042870	104(a) Citation	09/09/2012	\$4,689.00	Y	\$4,689.00	\$0.00
Federal	Federal No. 2	8042871	104(a) Citation	09/09/2012	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8042872	104(a) Citation	09/11/2012	\$100.00	Y	\$100.00	\$0.00
Federal	Federal No. 2	8026058	103(k) Order	09/24/2012		N	\$0.00	\$0.00
Federal	Federal No. 2	8039794	104(a) Citation	10/02/2012	\$1,795.00	Y	\$1,795.00	\$0.00
Federal	Federal No. 2	8043052	104(a) Citation	11/19/2012	\$2,678.00	Y	\$2,678.00	\$0.00
Federal	Federal No. 2	8043053	104(d)(2) Order	11/19/2012	\$139,300.00	Y	\$139,300.00	\$0.00
Federal	Federal No. 2	8043054	104(d)(2) Order	11/19/2012	\$33,400.00	Y	\$33,400.00	\$0.00
Federal	Federal No. 2	8039716	104(a) Citation	01/10/2013	\$1,203.00	Y	\$1,203.00	\$0.00
Federal	Federal No. 2	8043227	104(a) Citation	01/28/2013	\$1,203.00	Y	\$1,203.00	\$0.00
Federal	Federal No. 2	8043329	104(a) Citation	02/20/2013	\$2,282.00	Y	\$2,282.00	\$0.00
Federal	Federal No. 2	8039557	104(a) Citation	02/28/2013	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8043411	104(a) Citation	03/07/2013	\$2,282.00	Y	\$2,282.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	8043415	104(a) Citation	03/08/2013	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8045672	103(k) Order	03/11/2013		N	\$0.00	\$0.00
Federal	Federal No. 2	8043542	104(a) Citation	03/18/2013	\$807.00	Y	\$807.00	\$0.00
Federal	Federal No. 2	8045680	104(a) Citation	04/04/2013		N	\$0.00	\$0.00
Federal	Federal No. 2	8045531	104(a) Citation	05/02/2013	\$19,300.00	Y	\$19,300.00	\$0.00
Federal	Federal No. 2	8045530	104(a) Citation	05/02/2013	\$24,600.00	Y	\$24,600.00	\$0.00
Federal	Federal No. 2	8045532	107(a) Order	05/02/2013	\$0.00	N	\$0.00	\$0.00
Federal	Federal No. 2	8017179	104(a) Citation	05/08/2013		N	\$0.00	\$0.00
Federal	Federal No. 2	8045547	104(a) Citation	05/31/2013	\$3,405.00	Y	\$3,405.00	\$0.00
Federal	Federal No. 2	8048993	104(a) Citation	06/03/2013	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal No. 2	8045923	104(a) Citation	06/10/2013	\$1,944.00	Y	\$1,944.00	\$0.00
Federal	Federal No. 2	8049002	104(a) Citation	06/10/2013	\$1,304.00	Y	\$1,304.00	\$0.00
Federal	Federal No. 2	8045925	104(a) Citation	06/11/2013	\$1,412.00	Y	\$1,412.00	\$0.00
Federal	Federal No. 2	8050523	104(a) Citation	06/17/2013	\$807.00	Y	\$807.00	\$0.00
Federal	Federal No. 2	8045929	104(a) Citation	06/18/2013	\$946.00	Y	\$946.00	\$0.00
Federal	Federal No. 2	8045935	104(a) Citation	08/01/2013		N	\$0.00	\$0.00
Federal	Federal No. 2	8049227	104(d)(1) Order	08/07/2013	\$3,784.00	Y	\$3,784.00	\$0.00
Federal	Federal No. 2	8049226	104(d)(1) Order	08/07/2013	\$7,774.00	Y	\$7,774.00	\$0.00
Federal	Federal No. 2	8049225	104(d)(1) Order	08/07/2013	\$7,774.00	Y	\$7,774.00	\$0.00
Federal	Federal No. 2	8050594	104(d)(1) Citation	08/07/2013	\$6,996.00	Y	\$6,996.00	\$0.00
Federal	Federal No. 2	8050596	104(d)(1) Order	08/07/2013	\$3,784.00	Y	\$3,784.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	8049248	104(a) Citation	09/04/2013	\$112.00	Y	\$112.00	\$0.00
Federal	Federal No. 2	8048979	104(a) Citation	09/11/2013	\$499.00	Y	\$499.00	\$0.00
Federal	Federal No. 2	8049462	104(a) Citation	09/23/2013	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal No. 2	8049466	104(a) Citation	09/23/2013	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8049465	104(a) Citation	09/23/2013	\$207.00	Y	\$207.00	\$0.00
Federal	Federal No. 2	8049468	104(a) Citation	09/24/2013	\$3,996.00	Y	\$3,996.00	\$0.00
Federal	Federal No. 2	8049473	104(a) Citation	09/25/2013	\$1,530.00	Y	\$1,530.00	\$0.00
Federal	Federal No. 2	8049475	104(a) Citation	09/25/2013	\$1,530.00	Y	\$1,530.00	\$0.00
Federal	Federal No. 2	8049265	104(a) Citation	09/30/2013	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8049405	104(a) Citation	10/02/2013	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8049406	104(a) Citation	10/02/2013	\$1,203.00	Y	\$1,203.00	\$0.00
Federal	Federal No. 2	8049476	104(a) Citation	10/02/2013	\$13,268.00	Y	\$13,268.00	\$0.00
Federal	Federal No. 2	8049477	104(a) Citation	10/02/2013	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8049408	104(a) Citation	10/08/2013	\$807.00	Y	\$807.00	\$0.00
Federal	Federal No. 2	8049428	104(a) Citation	10/09/2013	\$807.00	Y	\$807.00	\$0.00
Federal	Federal No. 2	8045575	104(a) Citation	10/10/2013	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8049433	104(a) Citation	10/16/2013	\$807.00	Y	\$807.00	\$0.00
Federal	Federal No. 2	8049487	104(a) Citation	10/16/2013		N	\$0.00	\$0.00
Federal	Federal No. 2	8049415	104(a) Citation	10/17/2013	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8049451	104(a) Citation	10/17/2013	\$0.00	N	\$0.00	\$0.00
Federal	Federal No. 2	8049417	104(a) Citation	10/22/2013	\$1,657.00	Y	\$1,657.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	8049491	104(a) Citation	10/22/2013	\$807.00	Y	\$807.00	\$0.00
Federal	Federal No. 2	8049492	104(a) Citation	10/22/2013	\$2,678.00	Y	\$2,678.00	\$0.00
Federal	Federal No. 2	8049419	104(a) Citation	10/23/2013	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8049494	104(a) Citation	10/23/2013	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8049496	104(a) Citation	10/23/2013	\$2,678.00	Y	\$2,678.00	\$0.00
Federal	Federal No. 2	8049581	104(a) Citation	10/24/2013	\$162.00	Y	\$162.00	\$0.00
Federal	Federal No. 2	8049498	104(a) Citation	10/24/2013	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8049541	104(a) Citation	10/28/2013	\$207.00	Y	\$207.00	\$0.00
Federal	Federal No. 2	8049584	104(a) Citation	10/28/2013	\$6,996.00	Y	\$6,996.00	\$0.00
Federal	Federal No. 2	8049587	104(a) Citation	10/28/2013	\$3,405.00	Y	\$3,405.00	\$0.00
Federal	Federal No. 2	8043398	104(a) Citation	10/29/2013	\$1,530.00	Y	\$1,530.00	\$0.00
Federal	Federal No. 2	8050850	104(a) Citation	10/29/2013	\$1,530.00	Y	\$1,530.00	\$0.00
Federal	Federal No. 2	8045949	103(k) Order	10/29/2013		N	\$0.00	\$0.00
Federal	Federal No. 2	8049600	104(a) Citation	10/31/2013	\$207.00	Y	\$207.00	\$0.00
Federal	Federal No. 2	8049602	104(a) Citation	10/31/2013	\$6,996.00	Y	\$6,996.00	\$0.00
Federal	Federal No. 2	8049601	104(a) Citation	10/31/2013		N	\$0.00	\$0.00
Federal	Federal No. 2	8049548	104(a) Citation	11/05/2013	\$1,795.00	Y	\$1,795.00	\$0.00
Federal	Federal No. 2	8049547	104(a) Citation	11/05/2013	\$2,901.00	Y	\$2,901.00	\$0.00
Federal	Federal No. 2	8050854	104(a) Citation	11/05/2013	\$745.00	Y	\$745.00	\$0.00
Federal	Federal No. 2	8046078	103(k) Order	12/06/2013		N	\$0.00	\$0.00
Federal	Federal No. 2	8052361	104(d)(2) Order	12/19/2013	\$4,000.00	Y	\$4,000.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	8046086	104(a) Citation	01/15/2014	\$11,597.00	Y	\$11,597.00	\$0.00
Federal	Federal No. 2	8051313	103(j) Order	03/11/2014		N	\$0.00	\$0.00
Federal	Federal No. 2	8052754	104(a) Citation	03/21/2014		N	\$0.00	\$0.00
Federal	Federal No. 2	8052519	104(a) Citation	03/31/2014	\$362.00	Y	\$362.00	\$0.00
Federal	Federal No. 2	8056181	104(a) Citation	04/01/2014	\$27,259.00	Y	\$27,259.00	\$0.00
Federal	Federal No. 2	8056182	104(a) Citation	04/01/2014	\$63,000.00	Y	\$63,000.00	\$0.00
Federal	Federal No. 2	8051315	104(a) Citation	04/01/2014	\$52,500.00	Y	\$52,500.00	\$0.00
Federal	Federal No. 2	8051316	104(a) Citation	04/01/2014	\$807.00	Y	\$807.00	\$0.00
Federal	Federal No. 2	8051317	104(a) Citation	04/01/2014	\$3,996.00	Y	\$3,996.00	\$0.00
Federal	Federal No. 2	8052419	104(a) Citation	04/02/2014	\$308.00	Y	\$308.00	\$0.00
Federal	Federal No. 2	8052760	104(a) Citation	04/04/2014	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8052761	104(a) Citation	04/04/2014	\$1,412.00	Y	\$1,412.00	\$0.00
Federal	Federal No. 2	8052766	104(a) Citation	04/04/2014	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8055867	104(d)(1) Order	04/07/2014	\$70,000.00	Y	\$70,000.00	\$0.00
Federal	Federal No. 2	8055868	104(d)(1) Order	04/07/2014	\$70,000.00	Y	\$70,000.00	\$0.00
Federal	Federal No. 2	8055869	104(d)(1) Order	04/07/2014	\$70,000.00	Y	\$70,000.00	\$0.00
Federal	Federal No. 2	8055864	104(d)(1) Order	04/07/2014	\$70,000.00	Y	\$70,000.00	\$0.00
Federal	Federal No. 2	8052664	104(a) Citation	04/07/2014	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8055866	104(d)(1) Order	04/07/2014	\$70,000.00	Y	\$70,000.00	\$0.00
Federal	Federal No. 2	8055863	104(d)(1) Citation	04/07/2014	\$52,500.00	Y	\$52,500.00	\$0.00
Federal	Federal No. 2	8055865	104(d)(1) Order	04/07/2014	\$70,000.00	Y	\$70,000.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	8052573	104(a) Citation	04/08/2014	\$6,458.00	Y	\$6,458.00	\$0.00
Federal	Federal No. 2	8052770	104(a) Citation	04/08/2014	\$1,304.00	Y	\$1,304.00	\$0.00
Federal	Federal No. 2	8052771	104(a) Citation	04/08/2014	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8052773	104(a) Citation	04/09/2014	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8052774	104(a) Citation	04/09/2014	\$1,304.00	Y	\$1,304.00	\$0.00
Federal	Federal No. 2	8052772	104(a) Citation	04/09/2014	\$1,304.00	Y	\$1,304.00	\$0.00
Federal	Federal No. 2	8052775	104(a) Citation	04/09/2014	\$1,304.00	Y	\$1,304.00	\$0.00
Federal	Federal No. 2	8052776	104(a) Citation	04/09/2014	\$1,111.00	Y	\$1,111.00	\$0.00
Federal	Federal No. 2	8052777	104(a) Citation	04/09/2014	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8052778	104(a) Citation	04/09/2014	\$1,304.00	Y	\$1,304.00	\$0.00
Federal	Federal No. 2	8052779	104(a) Citation	04/09/2014	\$3,405.00	Y	\$3,405.00	\$0.00
Federal	Federal No. 2	8052576	104(a) Citation	04/15/2014	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8052577	104(a) Citation	04/15/2014	\$1,304.00	Y	\$1,304.00	\$0.00
Federal	Federal No. 2	8052580	104(a) Citation	04/15/2014	\$1,795.00	Y	\$1,795.00	\$0.00
Federal	Federal No. 2	8052578	104(a) Citation	04/15/2014	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal No. 2	8052922	104(a) Citation	04/22/2014	\$1,304.00	Y	\$1,304.00	\$0.00
Federal	Federal No. 2	8052921	104(a) Citation	04/22/2014	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8052802	104(d)(1) Order	04/23/2014	\$7,100.00	Y	\$7,100.00	\$0.00
Federal	Federal No. 2	8052924	104(a) Citation	04/25/2014	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8052928	104(a) Citation	04/28/2014	\$2,901.00	Y	\$2,901.00	\$0.00
Federal	Federal No. 2	4890545	104(a) Citation	05/01/2014	\$1,026.00	Y	\$1,026.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	8052681	104(a) Citation	05/01/2014	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8052930	104(a) Citation	05/01/2014	\$1,304.00	Y	\$1,304.00	\$0.00
Federal	Federal No. 2	8052931	104(a) Citation	05/01/2014	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8052935	104(a) Citation	05/01/2014	\$1,795.00	Y	\$1,795.00	\$0.00
Federal	Federal No. 2	8052933	104(a) Citation	05/01/2014		N	\$0.00	\$0.00
Federal	Federal No. 2	8052937	104(a) Citation	05/05/2014	\$3,996.00	Y	\$3,996.00	\$0.00
Federal	Federal No. 2	8052804	104(a) Citation	05/06/2014	\$1,944.00	Y	\$1,944.00	\$0.00
Federal	Federal No. 2	8055753	103(k) Order	05/12/2014		N	\$0.00	\$0.00
Federal	Federal No. 2	8052692	104(a) Citation	05/13/2014	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal No. 2	8052693	104(a) Citation	05/14/2014	\$1,944.00	Y	\$1,944.00	\$0.00
Federal	Federal No. 2	8052940	104(a) Citation	05/14/2014	\$127.00	Y	\$127.00	\$0.00
Federal	Federal No. 2	8052941	104(a) Citation	05/14/2014	\$1,944.00	Y	\$1,944.00	\$0.00
Federal	Federal No. 2	8052942	104(a) Citation	05/14/2014	\$362.00	Y	\$362.00	\$0.00
Federal	Federal No. 2	8052943	104(a) Citation	05/14/2014	\$1,203.00	Y	\$1,203.00	\$0.00
Federal	Federal No. 2	8052807	104(a) Citation	05/15/2014	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8052696	104(a) Citation	05/19/2014	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8026876	104(a) Citation	05/20/2014	\$1,795.00	Y	\$1,795.00	\$0.00
Federal	Federal No. 2	8026868	104(a) Citation	05/20/2014	\$1,203.00	Y	\$1,203.00	\$0.00
Federal	Federal No. 2	8026873	104(a) Citation	05/20/2014	\$1,203.00	Y	\$1,203.00	\$0.00
Federal	Federal No. 2	8056318	104(a) Citation	05/21/2014	\$425.00	Y	\$425.00	\$0.00
Federal	Federal No. 2	8056319	104(a) Citation	05/21/2014	\$190.00	Y	\$190.00	\$0.00



Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	8053024	104(a) Citation	05/28/2014	\$362.00	Y	\$362.00	\$0.00
Federal	Federal No. 2	8052814	104(a) Citation	05/28/2014	\$207.00	Y	\$207.00	\$0.00
Federal	Federal No. 2	8052816	104(a) Citation	05/28/2014	\$1,795.00	Y	\$1,795.00	\$0.00
Federal	Federal No. 2	8052817	104(a) Citation	05/28/2014	\$1,203.00	Y	\$1,203.00	\$0.00
Federal	Federal No. 2	8052820	104(a) Citation	06/03/2014	\$3,689.00	Y	\$3,689.00	\$0.00
Federal	Federal No. 2	8053029	104(a) Citation	06/04/2014	\$362.00	Y	\$362.00	\$0.00
Federal	Federal No. 2	8056246	104(a) Citation	06/11/2014	\$207.00	Y	\$207.00	\$0.00
Federal	Federal No. 2	8056366	104(a) Citation	06/11/2014	\$308.00	Y	\$308.00	\$0.00
Federal	Federal No. 2	8056966	104(a) Citation	06/12/2014		N	\$0.00	\$0.00
Federal	Federal No. 2	8052914	104(a) Citation	06/14/2014	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal No. 2	8052915	104(a) Citation	06/14/2014	\$946.00	Y	\$946.00	\$0.00
Federal	Federal No. 2	8053046	104(a) Citation	06/19/2014	\$162.00	Y	\$162.00	\$0.00
Federal	Federal No. 2	8059181	104(a) Citation	06/30/2014	\$3,405.00	Y	\$3,405.00	\$0.00
Federal	Federal No. 2	8052959	104(a) Citation	06/30/2014	\$6,996.00	Y	\$6,996.00	\$0.00
Federal	Federal No. 2	8060004	103(j) Order	07/01/2014		N	\$0.00	\$0.00
Federal	Federal No. 2	8052996	104(a) Citation	07/07/2014	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8056277	104(a) Citation	07/09/2014	\$1,111.00	Y	\$1,111.00	\$0.00
Federal	Federal No. 2	8053002	104(a) Citation	07/14/2014	\$1,111.00	Y	\$1,111.00	\$0.00
Federal	Federal No. 2	8059103	104(a) Citation	07/21/2014	\$1,111.00	Y	\$1,111.00	\$0.00
Federal	Federal No. 2	8052920	104(a) Citation	07/21/2014	\$1,944.00	Y	\$1,944.00	\$0.00
Federal	Federal No. 2	8059104	104(a) Citation	07/21/2014		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	8053004	104(a) Citation	07/24/2014	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8053005	104(a) Citation	07/24/2014	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal No. 2	8059107	104(a) Citation	07/25/2014	\$1,304.00	Y	\$1,304.00	\$0.00
Federal	Federal No. 2	8059108	104(a) Citation	07/25/2014	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8059110	104(a) Citation	07/31/2014	\$5,503.00	Y	\$5,503.00	\$0.00
Federal	Federal No. 2	8059111	104(a) Citation	07/31/2014	\$499.00	Y	\$499.00	\$0.00
Federal	Federal No. 2	8059114	104(a) Citation	08/05/2014	\$392.00	Y	\$392.00	\$0.00
Federal	Federal No. 2	8059116	104(a) Citation	08/05/2014	\$1,203.00	Y	\$1,203.00	\$0.00
Federal	Federal No. 2	8059118	104(a) Citation	08/05/2014	\$1,944.00	Y	\$1,944.00	\$0.00
Federal	Federal No. 2	8051214	104(a) Citation	08/05/2014	\$1,530.00	Y	\$1,530.00	\$0.00
Federal	Federal No. 2	8053011	104(a) Citation	08/06/2014	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8059303	104(a) Citation	08/09/2014	\$10,200.00	Y	\$10,200.00	\$0.00
Federal	Federal No. 2	8053017	104(a) Citation	08/11/2014	\$1,111.00	Y	\$1,111.00	\$0.00
Federal	Federal No. 2	8059383	104(a) Citation	08/14/2014	\$540.00	Y	\$540.00	\$0.00
Federal	Federal No. 2	8059147	104(a) Citation	08/18/2014	\$1,203.00	Y	\$1,203.00	\$0.00
Federal	Federal No. 2	8059384	104(a) Citation	08/19/2014	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8059149	104(a) Citation	08/20/2014	\$425.00	Y	\$425.00	\$0.00
Federal	Federal No. 2	8059386	104(a) Citation	08/20/2014	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8059387	104(a) Citation	08/20/2014	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal No. 2	8059388	104(a) Citation	08/21/2014	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal No. 2	8059150	104(a) Citation	08/25/2014	\$2,678.00	Y	\$2,678.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	8056515	104(a) Citation	08/26/2014	\$1,140.00	Y	\$1,140.00	\$0.00
Federal	Federal No. 2	8056513	104(a) Citation	08/26/2014	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal No. 2	8059392	104(a) Citation	08/28/2014	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8059398	104(a) Citation	09/03/2014	\$499.00	Y	\$499.00	\$0.00
Federal	Federal No. 2	8059400	104(a) Citation	09/03/2014	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8059154	104(a) Citation	09/08/2014	\$6,458.00	Y	\$6,458.00	\$0.00
Federal	Federal No. 2	8046765	104(a) Citation	09/09/2014	\$224.00	Y	\$224.00	\$0.00
Federal	Federal No. 2	8059156	104(a) Citation	09/09/2014	\$460.00	Y	\$460.00	\$0.00
Federal	Federal No. 2	8056519	104(a) Citation	09/10/2014	\$3,689.00	Y	\$3,689.00	\$0.00
Federal	Federal No. 2	8056520	104(a) Citation	09/10/2014	\$11,306.00	Y	\$11,306.00	\$0.00
Federal	Federal No. 2	8060481	104(a) Citation	09/17/2014	\$26,600.00	Y	\$26,600.00	\$0.00
Federal	Federal No. 2	8059435	104(a) Citation	09/24/2014	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8059164	104(a) Citation	09/25/2014	\$460.00	Y	\$460.00	\$0.00
Federal	Federal No. 2	8059167	104(a) Citation	09/25/2014	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8059168	104(a) Citation	09/25/2014	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal No. 2	8052783	104(a) Citation	10/06/2014	\$176.00	Y	\$176.00	\$0.00
Federal	Federal No. 2	8052784	104(a) Citation	10/06/2014	\$6,996.00	Y	\$6,996.00	\$0.00
Federal	Federal No. 2	8052785	104(a) Citation	10/06/2014	\$1,530.00	Y	\$1,530.00	\$0.00
Federal	Federal No. 2	8059443	104(a) Citation	10/07/2014	\$6,996.00	Y	\$6,996.00	\$0.00
Federal	Federal No. 2	8059444	104(a) Citation	10/07/2014	\$1,203.00	Y	\$1,203.00	\$0.00
Federal	Federal No. 2	8059447	104(a) Citation	10/08/2014	\$460.00	Y	\$460.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	8059475	104(d)(1) Order	10/15/2014	\$13,609.00	Y	\$13,609.00	\$0.00
Federal	Federal No. 2	8059476	104(d)(1) Order	10/15/2014	\$6,624.00	Y	\$6,624.00	\$0.00
Federal	Federal No. 2	8059474	104(d)(1) Citation	10/15/2014	\$3,996.00	Y	\$3,996.00	\$0.00
Federal	Federal No. 2	8060523	103(k) Order	10/20/2014		N	\$0.00	\$0.00
Federal	Federal No. 2	8060725	104(a) Citation	10/21/2014	\$100.00	Y	\$100.00	\$0.00
Federal	Federal No. 2	8052788	104(a) Citation	10/27/2014	\$1,944.00	Y	\$1,944.00	\$0.00
Federal	Federal No. 2	8059138	104(a) Citation	10/29/2014	\$1,203.00	Y	\$1,203.00	\$0.00
Federal	Federal No. 2	8059652	104(a) Citation	11/03/2014	\$634.00	Y	\$634.00	\$0.00
Federal	Federal No. 2	8059140	104(a) Citation	11/04/2014	\$1,944.00	Y	\$1,944.00	\$0.00
Federal	Federal No. 2	8059661	104(a) Citation	11/04/2014	\$1,203.00	Y	\$1,203.00	\$0.00
Federal	Federal No. 2	8059664	104(a) Citation	11/06/2014	\$1,203.00	Y	\$1,203.00	\$0.00
Federal	Federal No. 2	8059665	104(a) Citation	11/06/2014	\$2,473.00	Y	\$2,473.00	\$0.00
Federal	Federal No. 2	8059666	104(a) Citation	11/06/2014	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal No. 2	8059703	104(a) Citation	11/12/2014	\$1,203.00	Y	\$1,203.00	\$0.00
Federal	Federal No. 2	8052799	104(a) Citation	11/12/2014	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal No. 2	8052795	104(a) Citation	11/12/2014	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8052798	104(a) Citation	11/12/2014	\$243.00	Y	\$243.00	\$0.00
Federal	Federal No. 2	8052796	104(a) Citation	11/12/2014	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8059682	104(a) Citation	11/13/2014	\$13,268.00	Y	\$13,268.00	\$0.00
Federal	Federal No. 2	8059684	104(a) Citation	11/13/2014	\$3,405.00	Y	\$3,405.00	\$0.00
Federal	Federal No. 2	8060133	104(a) Citation	11/18/2014	\$3,143.00	Y	\$3,143.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	8059321	104(a) Citation	11/19/2014	\$1,944.00	Y	\$1,944.00	\$0.00
Federal	Federal No. 2	8059669	104(a) Citation	11/26/2014	\$2,473.00	Y	\$2,473.00	\$0.00
Federal	Federal No. 2	8059670	104(a) Citation	11/26/2014	\$1,203.00	Y	\$1,203.00	\$0.00
Federal	Federal No. 2	8059713	104(a) Citation	12/02/2014	\$1,412.00	Y	\$1,412.00	\$0.00
Federal	Federal No. 2	8059714	104(a) Citation	12/02/2014	\$1,203.00	Y	\$1,203.00	\$0.00
Federal	Federal No. 2	8059673	104(a) Citation	12/04/2014	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8059717	104(a) Citation	12/08/2014	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8059786	104(a) Citation	12/10/2014	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal No. 2	8059785	104(a) Citation	12/10/2014	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8059902	104(a) Citation	12/12/2014	\$207.00	Y	\$207.00	\$0.00
Federal	Federal No. 2	8059903	104(a) Citation	12/12/2014	\$1,795.00	Y	\$1,795.00	\$0.00
Federal	Federal No. 2	8059904	104(a) Citation	12/12/2014	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal No. 2	8059680	104(a) Citation	12/12/2014	\$425.00	Y	\$425.00	\$0.00
Federal	Federal No. 2	8059774	104(a) Citation	12/16/2014	\$745.00	Y	\$745.00	\$0.00
Federal	Federal No. 2	8059776	104(a) Citation	12/16/2014	\$3,405.00	Y	\$3,405.00	\$0.00
Federal	Federal No. 2	8059792	104(a) Citation	12/17/2014	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal No. 2	8059790	104(a) Citation	12/17/2014	\$1,944.00	Y	\$1,944.00	\$0.00
Federal	Federal No. 2	8059779	104(a) Citation	12/29/2014		N	\$0.00	\$0.00
Federal	Federal No. 2	8060426	104(a) Citation	01/06/2015	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal No. 2	8060650	104(a) Citation	01/06/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8059923	104(a) Citation	01/08/2015	\$687.00	Y	\$687.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	8059547	104(a) Citation	01/12/2015	\$1,944.00	Y	\$1,944.00	\$0.00
Federal	Federal No. 2	8059940	104(a) Citation	01/15/2015	\$2,106.00	Y	\$2,106.00	\$0.00
Federal	Federal No. 2	8059945	104(a) Citation	01/22/2015	\$2,976.00	Y	\$2,976.00	\$0.00
Federal	Federal No. 2	8059552	104(a) Citation	01/26/2015	\$946.00	Y	\$946.00	\$0.00
Federal	Federal No. 2	8059946	104(a) Citation	01/28/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8060659	104(a) Citation	01/28/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8060818	104(a) Citation	02/02/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8059562	104(a) Citation	02/04/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8060622	104(a) Citation	02/05/2015	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	8060819	104(a) Citation	02/09/2015	\$460.00	Y	\$460.00	\$0.00
Federal	Federal No. 2	8060820	104(a) Citation	02/09/2015	\$1,304.00	Y	\$1,304.00	\$0.00
Federal	Federal No. 2	9082988	104(a) Citation	02/09/2015	\$3,143.00	Y	\$3,143.00	\$0.00
Federal	Federal No. 2	9082989	104(a) Citation	02/09/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8060627	104(a) Citation	02/11/2015	\$1,657.00	Y	\$1,657.00	\$0.00
Federal	Federal No. 2	9083030	104(a) Citation	02/12/2015	\$1,944.00	Y	\$1,944.00	\$0.00
Federal	Federal No. 2	9083031	104(a) Citation	02/12/2015	\$207.00	Y	\$207.00	\$0.00
Federal	Federal No. 2	8060507	104(a) Citation	02/17/2015	\$1,026.00	Y	\$1,026.00	\$0.00
Federal	Federal No. 2	8059887	104(a) Citation	02/17/2015	\$1,304.00	Y	\$1,304.00	\$0.00
Federal	Federal No. 2	8059958	104(a) Citation	02/17/2015	\$207.00	Y	\$207.00	\$0.00
Federal	Federal No. 2	9083686	104(a) Citation	02/25/2015	\$6,458.00	Y	\$6,458.00	\$0.00
Federal	Federal No. 2	9083687	104(a) Citation	02/25/2015	\$1,412.00	Y	\$1,412.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	9082780	104(a) Citation	04/02/2015	\$28,800.00	Y	\$28,800.00	\$0.00
Federal	Federal No. 2	8059895	104(a) Citation	04/03/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8059576	104(a) Citation	04/13/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8059896	104(a) Citation	04/23/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083645	104(a) Citation	04/27/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8053361	104(a) Citation	04/28/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8060634	107(a) Order	05/06/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8060635	104(d)(1) Citation	05/06/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8060636	104(d)(1) Order	05/06/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083766	104(d)(1) Order	05/13/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083769	104(a) Citation	05/13/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083767	104(d)(1) Order	05/13/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083768	104(d)(1) Order	05/13/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8060637	104(a) Citation	05/15/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083189	104(a) Citation	05/20/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083962	104(a) Citation	05/20/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083656	104(a) Citation	05/26/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083654	104(a) Citation	05/26/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083965	104(a) Citation	05/26/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083975	104(a) Citation	06/02/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083973	104(a) Citation	06/02/2015		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	9083972	104(a) Citation	06/02/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083969	104(a) Citation	06/02/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083076	104(a) Citation	06/15/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083981	104(a) Citation	06/15/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083923	104(a) Citation	06/15/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083921	104(a) Citation	06/15/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083924	104(a) Citation	06/15/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083983	104(a) Citation	06/16/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083982	104(a) Citation	06/16/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083985	104(a) Citation	06/22/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083926	104(a) Citation	06/24/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8060162	104(a) Citation	06/25/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8060163	104(a) Citation	06/25/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9082800	104(a) Citation	07/01/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9082799	104(a) Citation	07/01/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083989	104(a) Citation	07/02/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083988	104(a) Citation	07/02/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083987	104(a) Citation	07/02/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083078	104(a) Citation	07/07/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083077	104(a) Citation	07/07/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083990	104(a) Citation	07/07/2015		N	\$0.00	\$0.00



Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	9083847	104(a) Citation	07/07/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083846	104(a) Citation	07/07/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8046731	104(a) Citation	07/08/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8046730	104(a) Citation	07/08/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083849	104(a) Citation	07/08/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083848	104(a) Citation	07/08/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083850	104(a) Citation	07/08/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083080	104(a) Citation	07/09/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083079	104(a) Citation	07/09/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083992	104(a) Citation	07/09/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083991	104(a) Citation	07/09/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083851	104(a) Citation	07/09/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8060171	104(a) Citation	07/13/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8060168	104(a) Citation	07/13/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8060170	104(a) Citation	07/13/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8060169	104(a) Citation	07/13/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083993	104(a) Citation	07/14/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083995	104(a) Citation	07/15/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083994	104(a) Citation	07/15/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083852	104(a) Citation	07/15/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083855	104(a) Citation	07/15/2015		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	9083854	104(a) Citation	07/15/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083853	104(a) Citation	07/15/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083857	104(a) Citation	07/16/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083856	104(a) Citation	07/16/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083859	104(a) Citation	07/21/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083858	104(a) Citation	07/21/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083860	104(a) Citation	07/22/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	8046733	104(a) Citation	07/27/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083171	104(a) Citation	07/27/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9082976	104(a) Citation	07/27/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9082975	104(a) Citation	07/27/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083998	104(a) Citation	07/27/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083996	104(a) Citation	07/27/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083997	104(a) Citation	07/27/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9082978	104(a) Citation	07/29/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9082977	104(a) Citation	07/29/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9083999	104(a) Citation	07/29/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9084121	104(a) Citation	08/04/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9084000	104(a) Citation	08/04/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9082979	104(a) Citation	08/05/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9084082	104(a) Citation	08/06/2015		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Federal	Federal No. 2	9084081	104(a) Citation	08/06/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9084122	104(a) Citation	08/06/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9084084	104(a) Citation	08/10/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9084083	104(a) Citation	08/10/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9084088	104(a) Citation	08/11/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9084087	104(a) Citation	08/11/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9084086	104(a) Citation	08/11/2015		N	\$0.00	\$0.00
Federal	Federal No. 2	9084085	104(a) Citation	08/11/2015		N	\$0.00	\$0.00
Hobet	BETH STATION PREP PLANT	8136516	104(a) Citation	09/26/2011	\$585.00	Y	\$585.00	\$0.00
Hobet	BETH STATION PREP PLANT	8136515	104(a) Citation	09/26/2011	\$263.00	Y	\$263.00	\$0.00
Hobet	BETH STATION PREP PLANT	8131578	104(a) Citation	09/27/2011	\$176.00	Y	\$176.00	\$0.00
Hobet	BETH STATION PREP PLANT	8131575	104(a) Citation	09/27/2011	\$100.00	Y	\$100.00	\$0.00
Hobet	BETH STATION PREP PLANT	8131577	104(a) Citation	09/27/2011	\$176.00	Y	\$176.00	\$0.00
Hobet	BETH STATION PREP PLANT	8131580	104(a) Citation	09/27/2011	\$100.00	Y	\$100.00	\$0.00
Hobet	BETH STATION PREP PLANT	8131581	104(a) Citation	09/27/2011	\$100.00	Y	\$100.00	\$0.00
Hobet	BETH STATION PREP PLANT	8136518	104(a) Citation	09/27/2011	\$100.00	Y	\$100.00	\$0.00
Hobet	BETH STATION PREP PLANT	8136519	104(a) Citation	09/27/2011	\$263.00	Y	\$263.00	\$0.00
Hobet	BETH STATION PREP PLANT	8136520	104(a) Citation	09/27/2011	\$176.00	Y	\$176.00	\$0.00
Hobet	BETH STATION PREP PLANT	8136522	104(a) Citation	09/27/2011	\$263.00	Y	\$263.00	\$0.00
Hobet	BETH STATION PREP PLANT	8136517	104(a) Citation	09/27/2011	\$100.00	Y	\$100.00	\$0.00
Hobet	BETH STATION PREP PLANT	8131576	104(a) Citation	09/27/2011	\$176.00	Y	\$176.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Hobet	HILL FORK SURFACE OPERATIONS	8138894	104(a) Citation	12/20/2011	\$138.00	Y	\$138.00	\$0.00
Hobet	JOB 21	8129409	104(a) Citation	03/21/2011	\$807.00	Y	\$807.00	\$0.00
Hobet	JOB 21	9004754	104(a) Citation	03/20/2014	\$23,229.00	Y	\$23,229.00	\$0.00
Hobet	JOB 21	8155376	104(a) Citation	06/27/2014		N	\$0.00	\$0.00
Hobet	JOB 21	9004794	104(a) Citation	08/25/2014	\$8,209.00	Y	\$8,209.00	\$0.00
Hobet	JOB 21	9004793	104(a) Citation	08/25/2014	\$8,209.00	Y	\$8,209.00	\$0.00
Hobet	JOB 21	9004810	104(a) Citation	01/06/2015		N	\$0.00	\$0.00
Hobet	JOB 21	9004813	104(a) Citation	01/20/2015		N	\$0.00	\$0.00
Hobet	JOB 21	9004812	104(a) Citation	01/20/2015		N	\$0.00	\$0.00
Hobet	JOB 21	9004815	104(a) Citation	01/27/2015		N	\$0.00	\$0.00
Hobet	JOB 21	9004814	104(a) Citation	01/28/2015		N	\$0.00	\$0.00
Hobet	JOB 21	9056336	104(a) Citation	07/06/2015		N	\$0.00	\$0.00
Hobet	JOB 21	9056338	104(a) Citation	07/14/2015		N	\$0.00	\$0.00
Hobet	JOB 21	9056345	104(a) Citation	07/15/2015		N	\$0.00	\$0.00
Hobet	JOB 21	9056342	104(a) Citation	07/15/2015		N	\$0.00	\$0.00
Hobet	JOB 21	9056337	104(a) Citation	07/15/2015		N	\$0.00	\$0.00
Hobet	JOB 21	9056340	104(a) Citation	07/15/2015		N	\$0.00	\$0.00
Hobet	JOB 21	9056346	104(a) Citation	07/27/2015		N	\$0.00	\$0.00
Hobet	JOB 21	9056344	104(a) Citation	07/27/2015		N	\$0.00	\$0.00
Hobet	JOB 21	9056348	104(a) Citation	08/05/2015		N	\$0.00	\$0.00
Hobet	JOB 21	9056349	104(a) Citation	08/05/2015		N	\$0.00	\$0.00

Mine Group	Mine Name	Issuance #	Citation Type	Date	Assessed Amount	Contested	Contested Amount	Paid Amount
Hobet	JOB 21	9056351	104(a) Citation	08/10/2015		N	\$0.00	\$0.00
Hobet	JOB 21	9056350	104(a) Citation	08/10/2015		N	\$0.00	\$0.00
Jupiter	I/O COAL LABOR	6621614	104(a) Citation	09/26/2008	\$3,689.00	Y	\$3,689.00	\$0.00

**SCHEDULE 4.04**

**Buyer Noncontravention**

*Instructions: List all instances in which the execution, delivery and performance by the Buyer Parties of this Agreement and the Transaction Documents and the consummation of the transactions contemplated hereby and thereby do and will (i) conflict with or violate any terms, conditions, or provisions in the certificate of formation or limited liability company agreement (or comparable organization documents) of the Buyer Parties, (ii) assuming compliance with the matters referred to in Section 4.03, conflict with or violate any term or provision of Applicable Law or (iii) constitute (with due notice or lapse of time or both) a default (or give rise to any right of termination, right of first refusal or similar right, cancellation or acceleration of any right or obligation) under any Contract binding upon the Buyer Parties, except, in the case of this clause (iii), as would not reasonably be expected to materially delay the ability of the Buyer Parties to consummate the transactions contemplated in this Agreement and, in each case, after giving effect to the Confirmation Order.*

[To Be Completed]

**SCHEDULE 5.02**

**No Changes to Business**

1. Sale or transfer (or ability to sell, or transfer) all real and/or personal properties (including permits and bonds) associated with liabilities located in the State of Pennsylvania.
2. Sale or transfer (or ability to sell, or transfer) all real and/or personal properties (including permits and bonds) associated with liabilities located in the State of Illinois, with the exception of the Paragon Reserve Area.
3. Sale or transfer (or ability to sell, or transfer) all real and/or personal properties (including permits and bonds) associated with liabilities located with Heritage Coal Company (previously known as Martinka Coal Company) related to the closed Tiger Roar Mine.
4. Sale or transfer (or ability to sell, or transfer) all real and/or personal properties (including permits and bonds) associated with liabilities located in the Commonwealth of Kentucky.
5. Any actions in furtherance of acquiring the release of the Peabody Selenium Guarantee to the U.S. District Court, Southern District of West Virginia.
6. Release of any guarantees and letters of credit that are not issued under the L/C facility.

**SCHEDULE 9.01(a)**

**Business Employees**

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
HICKS JR., JOE A.	Union	SA-HEAVY EQUIPMENT OPER	4/28/2003	APOGEE COAL COMPANY, LLC	GUYAN	ACTIVE
ADKINS, SONNY F.	Union	SA-HEAVY EQUIPMENT OPER	2/21/1994	APOGEE COAL COMPANY, LLC	GUYAN	ACTIVE
HARVEY, BRIAN L.	Union	SA-HEAVY EQUIPMENT OPER	11/7/2003	APOGEE COAL COMPANY, LLC	GUYAN	ACTIVE
CLINE, JAMES I.	Union	SA-HEAVY EQUIPMENT OPER	11/7/2003	APOGEE COAL COMPANY, LLC	GUYAN	ACTIVE
WORKMAN, RICKY A.	Union	SA-HEAVY EQUIPMENT OPER	8/9/1985	APOGEE COAL COMPANY, LLC	GUYAN	ACTIVE
KEFFER, AMY R.	Salary	COORD II - MAINT PLANNING	12/1/1997	APOGEE COAL COMPANY, LLC	GUYAN	ACTIVE
DINGESS SR., JENNINGS L.	Salary	MGR - SHIFT PROD SF	3/3/2008	APOGEE COAL COMPANY, LLC	GUYAN	ACTIVE
ADAMS, JOSEPH	Union	SA-HEAVY EQUIPMENT OPER	6/18/2004	APOGEE COAL COMPANY, LLC	GUYAN	ACTIVE
MCLEMORE, THOMAS	Union	SA-TRUCK DRIVER	3/8/2003	APOGEE COAL COMPANY, LLC	GUYAN	ACTIVE
MEADE JR., KENNETH R.	Union	SA-MECHANIC	1/19/2005	APOGEE COAL COMPANY, LLC	GUYAN	ACTIVE
SAMMONS, MICHAEL R.	Union	SA-DRILLER	11/7/2003	APOGEE COAL COMPANY, LLC	GUYAN	S&A/FMLA CONCURRENT
CORNS, TIMOTHY E.	Union	SA-HEAVY EQUIPMENT OPER	4/28/2003	APOGEE COAL COMPANY, LLC	GUYAN	ACTIVE



Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
FOX, MICHAEL B.	Union	SA-TRUCK DRIVER	7/29/1994	APOGEE COAL COMPANY, LLC	GUYAN	ACTIVE
JOHNSTON, NICKEY R.	Salary	MGR - PRODUCTION SF	4/5/1974	APOGEE COAL COMPANY, LLC	GUYAN	ACTIVE
ROBINSON, ZYNDALE	Union	SA-HEAVY EQUIPMENT OPER	11/7/2003	APOGEE COAL COMPANY, LLC	GUYAN	ACTIVE
ADKINS, JACKIE D.	Union	SA-TRUCK DRIVER	10/22/1990	APOGEE COAL COMPANY, LLC	GUYAN	ACTIVE
ADKINS II, DOUGLAS G.	Union	SA-HEAVY EQUIPMENT OPER	4/28/2003	APOGEE COAL COMPANY, LLC	GUYAN	ACTIVE
RUNYON, MATHEW P.	Union	SA-REPAIRMAN HELPER	4/28/2003	APOGEE COAL COMPANY, LLC	GUYAN	ACTIVE
BELL JR, ANCIL	Union	SA-TRUCK DRIVER	9/28/1987	APOGEE COAL COMPANY, LLC	GUYAN	ACTIVE
HUDSON, PEARL D.	Union	SA-HEAVY EQUIPMENT OPER	2/11/1975	APOGEE COAL COMPANY, LLC	GUYAN	ACTIVE
EWELL JR, JOHN F.	Salary	MGR I - ENGRG UG	7/1/1979	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
LEWIS, THOMAS E.	Union	SHUTTLE CAR OPERATOR	2/16/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
PRICE JR, DILFORD O.	Salary	ASST MGR - MAINT UG	3/11/1985	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
KALISZ, PHILIP	Salary	MGR - BELT SYSTEM UG	9/19/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
RYAN, THOMAS E.	Salary	SUPV - PROD UG	6/7/1976	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BRYNER, JOHN H.	Salary	SUPV - PROD UG	10/14/1974	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
SAGO, DAVID K.	Salary	SUPV - UG MAINT UG	2/4/1975	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
DOSHEN JR, FRANK	Salary	ASST MGR - SHIFT PROD UG	2/25/1971	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
TOTH, RICHARD J.	Salary	SUPV - LONGWALL UG	5/19/1987	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
PHILLIPS JR, ROBERT E.	Salary	SR SPEC - SAFETY	12/1/1980	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
TOOTHMAN II, JOHN W.	Union	REPAIRMAN RADIO&TELEPHONE	2/25/1975	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
STOUT, WILLIAM R.	Union	GEN INSIDE REPAIR-WELDER	2/25/1975	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HAINES, DONALD C.	Union	ENDLOADER OPERATOR	3/18/1975	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BATSON, MICHAEL S.	Salary	SUPV - PROD UG	7/16/2012	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
STRAIGHT, JIMMY D.	Union	DISPATCHER	3/15/1976	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SABALA, CHARLES D.	Union	DISPATCHER	6/17/1975	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SHINGLETON, ROBERT A.	Union	ELECTRICIAN	9/30/1975	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
FREEMAN, DOUGLAS O.	Union	GENERAL OUTSIDE LABORER	9/30/1975	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SHULTZ, JAMES R.	Union	MECHANIC	7/15/1968	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
GUM, CECIL E.	Union	ELECTRICIAN	1/7/1975	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
SMITH, TONY W.	Union	LONGWALL HEADGATE MAN	5/1/1978	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ALT, BOBBY L.	Union	ELECTRICIAN	2/8/1971	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WILSON, JERRY L.	Union	ELECTRICIAN	2/17/1971	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SICKNESS/ACCIDENT
EVERSON JR, JOHN H.	Union	MECHANIC	1/18/1977	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ALLENBY, RANDY L.	Union	GEN INSIDE REPAIR-WELDER	3/22/1977	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
POLUCK, LOUIS F.	Union	SURFACE UTILITY MAN	7/26/1977	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WITT, FRANCIS D.	Union	DISPATCHER	7/26/1977	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SCHIMANSKY, JOSEPH B.	Union	BOOM MAN	10/25/1977	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HINEBAUGH, TIMOTHY H.	Union	SUPPLYMAN	10/25/1977	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SWANGER, MAVERICK M.	Union	ENDLOADER OPERATOR	10/25/1977	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ROBBINS, KEVIN D.	Union	SHEAR OPERATOR	11/15/1977	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
GRAHAM, DAMON A.	Union	SHUTTLE CAR OPERATOR	11/15/1977	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
FLEEMAN, TIM L.	Union	DUMPER HELPER	6/13/1978	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
RICE, PERRY L.	Union	SUPPLYMAN MOTORMAN	7/18/1978	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
HURLEY, MILTON G.	Salary	SUPV - LONGWALL UG	7/10/1978	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BARTLETT, PAUL J.	Union	GENERAL OUTSIDE LABORER	7/18/1978	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WILSON, JAMES M.	Union	DUMPER HELPER	7/18/1978	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SICKNESS/ACCIDENT
RIDDLE, HARLAN M.	Salary	SUPV - UG MAINT UG	8/6/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
STEVENSKI, RICHARD A.	Union	TRACKMAN	9/21/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
COLLINS, MONTE E.	Union	GENERAL OUTSIDE LABORER	9/21/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HAWKINS, EDWARD E.	Union	MECHANIC	10/19/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ANDERSON, ROBERT E.	Union	SUPPLYMAN MOTORMAN	10/19/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
LODGE, LARRY E.	Union	GEN INSIDE REPAIR-WELDER	10/19/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SYMENSKI, JOHN M.	Union	SUPPLYMAN	10/19/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WRIGHT, RUSSELL E.	Union	LONGWALL PROP MAN	11/2/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
TESTA, MARK J.	Union	LAMPHS & BATHS ATTENDENT	11/2/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
CONNER, WILLIAM D.	Union	BELTMAN	2/2/1982	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
KUCISH-STILGENBAUER, JOHNA M.	Salary	CONTROLLER	12/20/1993	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
GOUZD, MARK A.	Salary	SPEC I - COMPLIANCE UG	1/1/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
PARKER, JOHN W.	Salary	TEMP SPEC I-FIN PLANNING PT	11/16/1985	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MCCLURE, JERRY L.	Salary	MGR - MAINT & PREP PLANT	11/8/1979	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MCQUAID, DOUGLAS G.	Salary	MGR I - PROJ	10/6/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
RUNDLE III, FRED	Salary	MGR - PRODUCTION UG	5/9/1977	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
GLASPELL SR, RAYMOND A.	Union	SUPPLYMAN	9/13/1976	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
CANFIELD, CECIL B.	Union	GEN INSIDE REPAIR-WELDER	4/26/1976	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
YOST, CHARLES F.	Union	SHEAR OPERATOR	4/16/1975	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
KEENER, JOSEPH A.	Union	CONT MINER OPERATOR	7/28/1975	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
GOUGH, JOHN R.	Union	LONGWALL MACHINE OPERATOR	6/16/1976	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
LAYMAN, MARK A.	Union	SHUTTLE CAR OPERATOR	12/16/1975	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
JONES JR, BILLY R.	Union	CONVEYOR BELT CLEANER	12/13/1976	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SWIGER, GERALD E.	Union	DUMPER HELPER	4/4/1977	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MORRIS JR, CLARK G.	Salary	MGR - SHIFT PROD UG	1/20/1996	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
NAY, JOHN D.	Union	UTILITY MAN	10/16/2006	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HILEMAN, EVERETT G.	Salary	ASST MGR - SHIFT PROD UG	3/7/1998	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
GARRISON, EDWARD A.	Union	MOTORMAN	2/5/1979	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
RUTHERFORD, STEPHEN E.	Union	UTILITY MAN	10/9/1979	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SICKNESS/ACCIDENT
BRADLEY, DONALD G.	Union	MOTORMAN	2/28/1980	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HARTLEY, WILLIAM J.	Union	CONVEYOR BELT CLEANER	4/2/1980	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
KUHN, NED C.	Union	GENERAL OUTSIDE LABORER	11/30/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MICHAEL, ROBERT N.	Union	SUPPLYMAN MOTORMAN	11/30/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
VANFOSSON, MARVIN L.	Union	MECHANIC	11/30/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
VINCENT, RICHARD C.	Salary	SURVEYOR UG	3/5/1999	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MATHENEY, BERT E.	Union	CONVEYOR BELT CLEANER	2/1/1982	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
NINE, ROBERT V.	Salary	LEAD SUPV - UG MAINT UG	8/10/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
NOSHAGYA JR, ANDREW	Union	ROOF BOLTER	2/28/1967	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	WORKERS COMPENSATION
BRYAN, THOMAS L.	Salary	MGR - SHIFT PROD UG	7/31/2000	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SHORT TERM DISABILITY

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
KING, RONALD D.	Salary	SUPV - PROD UG	7/31/2000	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WYCOFF, ROBERT L.	Union	GEN INSIDE REPAIR-WELDER	12/10/1973	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BAILEY, DELBERT L.	Salary	SUPV - PROD UG	3/7/2001	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SEE JR, DALE W.	Salary	SUPV - PROD UG	11/3/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
TROTTO, ROGER L.	Union	BATHHOUSE MAN	10/28/1974	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WILSON, STEPHANIE A.	Union	CONVEYOR BELT CLEANER	3/18/1975	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
FETTY JR, DONALD R.	Union	SUPPLYMAN MOTORMAN	5/20/1975	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
CURRY, DANIEL E.	Salary	MGR II - SAFETY UG	3/10/2003	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SWART, JEFFREY L.	Salary	SPEC II - ACCOUNTING	8/28/2002	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BAILEY JR, ALBERT D.	Salary	SUPV - PROD UG	8/26/2002	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WILMOTH, STEVEN D.	Salary	SUPV - OS SUPPLY YARD UG	3/29/2004	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HOSTUTTTLER, TIMOTHY J.	Union	SUPPLYMAN MOTORMAN	11/16/1976	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HARSH, ROGER L.	Salary	LEAD SUPV - UG MAINT UG	4/4/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
PLACHTA, MARK A.	Union	LONGWALL PROP MAN	10/25/1977	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
HUFFMAN, DEAN A.	Union	TIMBERMAN	10/25/1977	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MILLER, JOHN L.	Salary	SURVEY AIDE UG	11/16/2004	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
FERRELL, LARRY J.	Union	PUMPER/FIREBOSS*	12/1/2004	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MORRIS, DONALD J.	Salary	SUPV - PROD UG	6/10/2005	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
DAFT, LARRY T.	Union	ROCKDUSTER MOTORMAN	2/15/1982	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HAYHURST, DARRICK C.	Union	REPAIRMAN	9/21/2005	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SICKNESS/ACCIDENT
WARNICK, ROBERT L.	Union	BELTMAN	2/19/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
DOTSON, RICHARD K.	Union	LOADING MACHINE OPERATOR	1/26/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BOONE, GREGORY L.	Union	TIMBERMAN	11/30/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HORVWALT, TIMOTHY J.	Union	BELTMAN	12/28/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
GEARDE, DAVID R.	Union	MECHANIC	10/12/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MORRIS, EDWARD L.	Union	ROOF BOLTER	2/22/1982	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WALLACE, DAMON W.	Union	BOOM MAN	10/12/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ROBINETTE, DANIEL L.	Salary	SUPV - PROD UG	8/4/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE



Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
EDDY, DAVID W.	Union	PRECISION MASON CONT.	10/29/1984	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	WORKERS COMPENSATION
BONNELL, MATTHEW L.	Salary	ENGR I UG	1/12/2009	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
RODEHEAVER, DALE J.	Union	MECHANIC	5/24/2006	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
KENNEDY, BENJAMIN A.	Salary	SPEC II - MAINT UG	6/16/2006	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HAYHURST, TERRY A.	Salary	ASST MGR - PRODUCTION UG	10/13/2006	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
EARL, GARY A.	Union	SUPPLYMAN MOTORMAN	10/23/2006	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
LEWELLEN, JAMES A.	Salary	SUPV - PROD UG	10/23/2006	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SHORT TERM DISABILITY
HOOVER, RANDY G.	Union	TIMBERMAN	10/30/2006	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BASNETT, ANDREW S.	Salary	ASST MGR - SHIFT PROD UG	3/5/2007	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MILLER, JONATHAN L.	Salary	SUPV - PROD UG	11/17/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
JUSTICE, LEE D.	Union	ROOF BOLTER	4/23/2007	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BROWN, MATTHEW W.	Union	CONT MINER OPERATOR	5/4/2007	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WARNICK, RONALD S.	Salary	SUPV - PROD UG	7/20/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SCOTT, JUSTIN L.	Salary	SPEC II - SAFETY UG	5/31/2007	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
DANIEL, CHRISTOPHER R.	Union	ROCKDUSTER MOTORMAN	9/6/2007	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	WORKERS COMPENSATION
NICHOLSON, JUSTIN A.	Union	MECHANIC	9/10/2007	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MYERS, JOSHUA W.	Union	ROOF BOLTER	7/14/2008	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
NICHOLS, GARY F.	Union	LONGWALL MACHINE OPERATOR	7/1/2008	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BALSEGA, DAVID C.	Union	SHUTTLE CAR OPERATOR	7/7/2008	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
TOMBLIN JR, OPIE	Union	PUMPER/FIREBOSS*	8/28/2008	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
TACKETT, TOMMY R.	Union	SHUTTLE CAR OPERATOR	9/26/2008	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SICKNESS/ACCIDENT
O'DELL, CHRISTOPHER L.	Union	CONT MINER OPERATOR	10/24/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
DANIELS, CHRISTOPHER D.	Union	BELTMAN	11/24/2008	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ANNON, DANIAL F.	Union	MAINT TRAINEE (MAX6MOS)	10/15/2008	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
LAWSON, BRYAN H.	Union	ROOF BOLTER	8/5/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BOONE, THOMAS E.	Union	GEN INSIDE REPAIR-WELDER	10/22/2008	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
KILKENNY, THEODORE T.	Union	BELTMAN	11/3/2008	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
COZART, ARLESS	Union	FACEMAN - UTILITY*	2/23/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
HAUN JR, GEORGE W.	Salary	SUPV - PROD UG	8/10/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
STARK, WILLIAM S.	Union	MECHANIC	1/19/2009	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BECKMAN SR, HARRY L.	Union	GENERAL INSIDE LABORER	1/30/2009	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
TEETS, EDWARD C.	Union	BELTMAN	1/30/2009	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ERVIN JR, BYRON G.	Union	SHEAR OPERATOR	3/3/2009	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BLANEY, JAMIE R.	Union	ROOF BOLTER	3/3/2009	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
PERSINGER, DONALD R.	Union	SUPPLYMAN MOTORMAN	3/30/2009	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BARIE, MANFRED	Union	REPAIRMAN	4/2/2009	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
COLEBANK, JUSTIN L.	Union	ROCKDUSTER MOTORMAN	4/6/2009	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
DANIEL, DOUGLAS M.	Union	ELECTRICIAN	4/6/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
OWENS, JOHN W.	Salary	ASST MGR - MAINT UG	10/23/2009	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
OWENS, BRIAN K.	Salary	SUPV - UG MAINT UG	9/19/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SYPOLT, DONALD L.	Union	SHUTTLE CAR OPERATOR	1/25/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
FAUNDA, JAMES M.	Salary	SUPERINTENDENT I UG	2/4/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
BARLOW JR, PAUL J.	Union	BELTMAN	2/11/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BAKER, JEFFERY S.	Salary	SUPV - PROD UG	4/1/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
KELLER, RODNEY R.	Union	WIREMAN	4/1/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BRADY, ROGER D.	Union	BELTMAN	4/1/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HEADLEY, JOHN W.	Union	REPAIRMAN	4/2/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BLANKENSHIP, CARL L.	Union	SUPPLYMAN MOTORMAN	4/2/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BAKER, JERRY M.	Union	SHUTTLE CAR OPERATOR	4/2/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BELANGER, BRADLEY E.	Union	TIMBERMAN	4/2/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
PAUGH, GRANT J.	Salary	SUPV - PROD UG	5/4/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HAJDUK, NICHOLAS R.	Salary	SUPV - PROD UG	5/16/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
POLING, JAMES P.	Salary	LEAD SUPV - UG MAINT UG	7/9/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BAKER, ROBERT A.	Union	MECHANIC	7/10/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SICKNESS/ACCIDENT
FLUHARTY, JUSTIN A.	Union	MECHANIC	7/10/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SALINA, CHRISTOPHER J.	Union	TRACKMAN	7/10/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
SMALLWOOD, JOHN C.	Union	LONGWALL PROP MAN	7/10/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WHIPKEY, BRENT A.	Union	MECHANIC HELPER	7/10/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WOODBURN, RICHARD A.	Union	WIREMAN	7/10/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BROWN, AARON M.	Union	ELECTRICIAN	7/18/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SICKNESS/ ACCIDENT
HAUGHT, ZACHARY W.	Union	ROOF BOLTER	7/18/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HIXENBAUGH, SETH L.	Union	MECHANIC HELPER	7/18/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SECKMAN, BRUCE B.	Union	TRACKMAN	7/18/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SELADOKI, SCOTT A.	Union	CONT MINER OPERATOR	7/18/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SIMPSON, KENNETH D.	Union	MECHANIC	7/18/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
STEWART, DANIEL P.	Salary	SUPV - PROD UG	7/16/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MOORE, JO A.	Salary	SR COORD - ADMIN	7/26/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
KUHN, CASEY T.	Salary	SUPV - UG MAINT UG	7/26/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SHORT TERM DISABILITY
DELAND, WADE E.	Union	SHUTTLE CAR OPERATOR	8/16/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
STOUT, WILLIAM W.	Union	TRACKMAN	9/27/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
LOBB, JEREMY T.	Union	ROOF BOLTER	9/27/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
PETERS, TIMOTHY W.	Salary	LEAD TECH - WAREHOUSE	10/22/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
LINN, MICHAEL J.	Salary	TECH I - WAREHOUSE	10/22/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SCHMIDL, SHAUN C.	Union	TRACKMAN	10/28/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
TIPTON, TODD	Salary	MGR - LONGWALL UG	11/8/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
PARKS, ROBERT W.	Union	REPAIRMAN	9/12/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
YOUNG II, JOHN W.	Union	LONGWALL PROP MAN	1/27/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
COX, DAVID W.	Union	CONT MINER OPERATOR	1/27/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
CHISLER, WILLIAM T.	Union	CONT MINER OPERATOR	1/27/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
OSBORNE JR, RANDALL	Union	MECHANIC HELPER	1/31/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
OSBORNE, RODNEY S.	Union	SUPPLYMAN MOTORMAN	1/31/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BARIE, RYAN M.	Union	MAINT TRAINEE (MAX6MOS)	2/3/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WOY, ERIC R.	Union	ROOF BOLTER	2/3/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SNODERLY, JOSH A.	Union	CONT MINER HELPER F/T	2/3/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
HAMRICK, DAVID L.	Union	GENERAL INSIDE LABORER	2/3/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HALL, DAVID E.	Salary	SUPV - UG MAINT UG	1/31/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HAMILTON, BRIAN R.	Union	CONT MINER OPERATOR	6/3/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
NEWBROUGH, LOWELL F.	Salary	SUPV - PROD UG	2/17/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
JONES, KEITH A.	Salary	SUPV - PROD UG	2/17/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HARTLEY, THOMAS M.	Salary	MGR - WAREHOUSE	6/1/2012	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WOLFE II, GEORGE F.	Salary	SR ADMIN SUPPORT	3/1/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SLADE, MICHAEL D.	Union	SHUTTLE CAR OPERATOR	3/7/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
RHODES, SEAN M.	Salary	SPEC II - SAFETY UG	3/10/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ALLARD, DONALD W.	Salary	MGR I - HR	3/15/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
PHILLIPS, RONALD N.	Union	MACHINIST	3/17/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
LOVELY, CHRISTOPHER R.	Union	SHUTTLE CAR OPERATOR	3/21/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
NOLAN JR, RONALD C.	Salary	SR PLANNER- PREVMINTUGPT	4/4/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
GREY, KELLY T.	Union	FIREBOSS	4/6/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
HIXENBAUGH, BRIAN L.	Union	CONVEYOR BELT CLEANER	4/6/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ALT, CHRISTOPHER L.	Union	SHUTTLE CAR OPERATOR	4/6/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
TRIANTIFILOU, MICHELE M.	Union	BELTMAN	4/6/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
DAVIS, GARRY A.	Union	CONVEYOR BELT CLEANER	4/6/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
DAVIS, LARRY A.	Union	BELTMAN	4/6/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ANDERSON, TRAVIS D.	Union	GEN INSIDE REPAIR-WELDER	4/6/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HOWARD, BRIAN P.	Salary	SUPV - PROD UG	1/1/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MULVIHILL, ROBERT O.	Salary	SUPV - PROD TRAINEE II UG	7/16/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MUSGROVE, JEFFREY A.	Union	ROCKDUSTER MOTORMAN	5/19/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
DAVIS, CURTIS W.	Union	ELECTRICIAN	5/19/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
RASCHELLA, BRIAN L.	Union	WIREMAN	5/19/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
O'NEAL, ADRAIN D.	Union	MECHANIC	5/23/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SICKNESS/ ACCIDENT
STUCKEY, MICHAEL S.	Union	MAINT TRAINEE (MAX6MOS)	6/6/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SUMLIN JR, RALPH G.	Union	ROCKDUSTER MOTORMAN	6/6/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE



Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
WAYNE, JAMES M.	Union	TRACKMAN	6/6/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MILLER, ADAM F.	Union	LOADING MACHINE OPERATOR	6/6/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ROBEY, BRADLEY A.	Union	MAINT TRAINEE (MAX6MOS)	6/6/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ALLEN, BILLY J.	Union	ROOF BOLTER	6/6/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HOOTEN, CHRISTOPHER A.	Union	MAINT TRAINEE (MAX6MOS)	6/6/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MARTIN, JOHN F.	Union	PRECISION MASON CONT.	6/6/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
STEWART, GREG A.	Union	SUPPLYMAN MOTORMAN	6/6/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
STRAIGHT, JASON E.	Union	BELTMAN	6/6/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
KRAFT, LAURA M.	Salary	SR ADMINISTRATOR - HR	6/27/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
DEMASI, MICHAEL J.	Salary	SUPV - UG MAINT UG	7/1/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
GARD, DUSTIN E.	Union	GENERAL INSIDE LABORER	2/23/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SKARZINSKI, STANLEY C.	Salary	SUPV-MAINT TRAINEE II UG	7/11/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MORRIS, JEFFREY S.	Salary	SUPV - PROD UG	7/11/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ANDERSON, BRIAN J.	Union	BELTMAN	7/11/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
ARBOGAST, DUANE K.	Union	PUMPER/FIREBOSS*	7/11/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WEAVER JR, DONALD R.	Union	ROOF BOLTER	7/11/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
EDDY, SEAN M.	Union	BELTMAN	7/11/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WILT JR, ARTHUR D.	Union	MAINT TRAINEE (MAX6MOS)	7/11/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
STOUT, ROBERT E.	Union	DUMPER HELPER	7/11/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SICKNESS/ ACCIDENT
ARMSTRONG, CHARLES L.	Union	CONVEYOR BELT CLEANER	7/11/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
GARRISON, JEFFREY L.	Union	ROOF BOLTER	8/1/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
LEMLEY, JAMES H.	Union	UTILITY MAN	8/1/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
GORDON, DUNENE J.	Union	CONVEYOR BELT CLEANER	8/1/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BERRY, SHAWN S.	Union	SHUTTLE CAR OPERATOR	8/1/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
CARPENTER, VERNON E.	Union	CONT MINER OPERATOR	8/1/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
POLING, BRIAN T.	Union	SHEAR OPERATOR	8/1/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WOLFE, DANIEL B.	Union	CONVEYOR BELT CLEANER	8/1/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
GAINES II, JAMES C.	Union	UTILITY MAN	8/1/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SICKNESS/ ACCIDENT

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
HURLEY, SHANE T.	Union	LONGWALL PROP MAN	8/1/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HARDESTY, BRENDA K.	Union	CONVEYOR BELT CLEANER	8/1/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
EFAW, JARED A.	Union	ROOF BOLTER	8/8/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
LEMLEY JR, CHARLES E.	Union	BELTMAN	8/8/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SICKNESS/ ACCIDENT
BROOKS, SAMUEL G.	Union	SUPPLYMAN MOTORMAN	8/8/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SICKNESS/ ACCIDENT
HENSLEY, FRANKLIN R.	Salary	SUPV - MAINT/ELEC UG	8/8/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
LONGWELL, VICTOR L.	Union	ROOF BOLTER	8/8/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
PIERCE, CLIFFORD A.	Union	MECHANIC	8/19/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WEAVER, MARION R.	Union	SHUTTLE CAR OPERATOR	9/19/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
REITKOVICH, KRISTY L.	Union	TRACKMAN	9/19/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MORRIS, MATTHEW C.	Union	ROOF BOLTER	9/19/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MERASHOFF, DAVID	Union	MECHANIC	9/19/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BLANEY JR, JAMIE R.	Union	CONT MINER OPERATOR	9/19/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MCKEE, MATTHEW S.	Union	LONGWALL PROP MAN	10/24/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
BROWN, JAMES J.	Salary	SUPV - PROD TRAINEE II UG	10/24/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BASS, JONATHAN D.	Union	LONGWALL PROP MAN	10/24/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
TOOTHMAN, FRED L.	Union	MASON	10/24/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
FULLER, MARION T.	Union	WIREMAN	10/24/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SAPORITO, RICHARD L.	Union	LONGWALL HEADGATE MAN	10/24/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BELANGER, LARRY F.	Union	ELECTRICIAN	10/24/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
KNOTTS, RAYMOND D.	Union	UTILITY MAN	10/24/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MILLER, RODNEY S.	Union	BELTMAN	10/24/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ROGERS, CLIFTON C.	Union	PRECISION MASON CONT.	10/24/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BROLL II, DAVID R.	Union	ROCKDUSTER MOTORMAN	10/24/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MCCALLISTER, GENE M.	Union	ROOF BOLTER	10/24/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SICKNESS/ ACCIDENT
SLUSSER, PHILIP L.	Salary	COORD II - MAINT PLANNING	11/1/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
CATSONIS, TRAVIS M.	Union	ELECTRICIAN	12/1/2011	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
CHILDERS, CHARLES D.	Salary	GENERAL MANAGER II UG	5/15/2012	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
GAPEN, HARLEY J.	Salary	ADMIN SUPPORT	3/16/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SABO, BRYAN K.	Salary	SUPV - PROD UG	2/23/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ARMSTRONG, CHARLES D.	Union	ROOF BOLTER	6/17/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
FARRAH, STEPHEN A.	Union	ROCKDUSTER MOTORMAN	6/17/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MENEFEE, JAMES C.	Union	BELTMAN	7/1/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
NEEL, JEFFREY L.	Union	MASON	7/1/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SICKNESS/ ACCIDENT
TITCHNELL, CHRIS M.	Union	LOADING MACHINE OPERATOR	7/1/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
YOHO, DAVID N.	Union	TRACKMAN	7/11/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SICKNESS/ ACCIDENT
STEWART, ALLAN G.	Union	UTILITY MAN	7/11/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SNYDER, BRANDON A.	Union	ROOF BOLTER	1/26/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ROWAN, ZACHARY S.	Union	ROOF BOLTER	7/11/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
KUHN, WESLEY W.	Union	PRECISION MASON CONT.	7/11/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
JACKSON, GREG A.	Union	PRECISION MASON CONT.	7/11/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ADAMS, JEFFREY G.	Union	LOADING MACHINE OPERATOR	8/5/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
FISHER, MICHAEL J.	Union	PRECISION MASON CONT.	8/5/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MCQUAIN, COLLIN B.	Union	ROOF BOLTER	8/5/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ADAMS, JEFFREY B.	Union	ROOF BOLTER	8/26/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
CASSELLA, JASON A.	Union	SHUTTLE CAR OPERATOR	8/26/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
DOTY, ALEXANDER C.	Union	UTILITY MAN	8/26/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
FOX, DENNIS L.	Union	WIREMAN	8/26/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	WORKERS COMPENSATION
PAYTON, TRAVIS L.	Union	ROOF BOLTER	8/26/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
RIGNEY, MARCUS C.	Union	ROOF BOLTER	8/26/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WILLIAMS, JAMES S.	Union	BELTMAN	8/26/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	WORKERS COMPENSATION
URBAN, JUSTIN L.	Union	GENERAL INSIDE LABORER	9/12/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SICKNESS/ACCIDENT
ARTICE, DEREK L.	Union	BELTMAN	10/14/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BAISDEN, ADRIAN K.	Salary	SUPV - UG MAINT UG	10/14/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
DOUTY, DAVID R.	Union	ROCKDUSTER MOTORMAN	10/14/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HILLERY, MATTHEW D.	Union	ROOF BOLTER	10/14/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
SINES, ANTHONY S.	Union	MECHANIC	10/14/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WILSON, BILLY R.	Salary	SPEC II - SAFETY UG	10/14/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SHAFFER, ZACHERY C.	Union	ROOF BOLTER	11/18/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MCCLURE, ANDREW J.	Union	UTILITY MAN	11/18/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
NEEL, MICHAEL L.	Union	LOADING MACHINE OPERATOR	11/18/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HIGH, JOSEPH E.	Union	SHUTTLE CAR OPERATOR	11/18/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SIZEMORE, DAVID S.	Union	SHUTTLE CAR OPERATOR	11/18/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
STILES, THOMAS L.	Union	ROOF BOLTER	11/18/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BILBREY, JAMES K.	Salary	SUPV - LONGWALL UG	11/20/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
CUNNINGHAM, DUSTIN S.	Salary	SUPV - PROD UG	12/16/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HARDIN, JOHN W.	Union	ROOF BOLTER	1/27/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
FOLEY, SHANE C.	Union	ROOF BOLTER	1/27/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
YOUNG, CLINTON T.	Union	SHUTTLE CAR OPERATOR	1/27/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
THOMPSON, JOSHUA K.	Union	ROOF BOLTER	1/27/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
LIVESAY, THOMAS N.	Salary	SUPV - UG MAINT UG	1/27/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BAILEY, MICHAEL C.	Union	BELTMAN	1/27/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MYERS, MAVERICK T.	Union	ROOF BOLTER	1/27/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
CHANEY, TIM L.	Union	BELTMAN	1/27/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
LITTLETON, WILLIAM E.	Union	UTILITY MAN	1/27/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
TALKINGTON, TOMMY L.	Union	ROOF BOLTER	1/27/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BRANDAU, RICHARD A.	Union	ROOF BOLTER	1/27/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MONTEON, JAMES D.	Union	ROOF BOLTER	1/27/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WOLFE, TYSON J.	Union	ROOF BOLTER	1/27/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
FLOYD, TODD D.	Union	ROOF BOLTER	1/27/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MILLER, LUCAS B.	Salary	SUPV - PROD UG	10/1/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
EARNEST, ERIC L.	Salary	SUPV - UG MAINT UG	2/10/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
LEPKA, SCOTT M.	Union	TIMBERMAN	3/3/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HURLEY, CHASE A.	Union	UTILITY MAN	3/3/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE



Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
BERRY, ROBERT E.	Union	GENERAL INSIDE LABORER	3/3/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WATSON, DANIEL B.	Union	UTILITY MAN	3/3/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BORROR, TRAVIS J.	Union	GENERAL INSIDE LABORER	3/3/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
VANVERTH, MICHAEL E.	Union	GENERAL INSIDE LABORER	3/3/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
GOLDEN, GASPER A.	Union	TIMBERMAN	3/3/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	WORKERS COMPENSATION
BARTON, MASON D.	Salary	SUPV - UG MAINT UG	3/3/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
CARALLINO, ALBERT L.	Salary	TECH II - WAREHOUSE	5/16/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
PLUM, ROBERT E.	Salary	SUPV - PROD UG	6/1/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SELADOKI, TAYLOR W.	Union	FACEMAN - UTILITY*	7/28/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MCCAULEY, CHARLES B.	Union	ROOF BOLTER	7/28/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
LOUGHRIE, DANA F.	Union	LONGWALL HEADGATE MAN	7/28/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ICE, CHARLES B.	Union	TIMBERMAN	7/28/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
BROWN, BRANDON P.	Union	WIREMAN	7/28/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
JONES, MATTHEW D.	Salary	SUPV - PROD UG	7/28/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
OWENS, CHARLES M.	Salary	SUPV - PROD UG	8/4/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SHORT TERM DISABILITY
MORRIS, DAVID S.	Union	SUPPLYMAN MOTORMAN	8/11/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
FIELDS, PAUL C.	Union	FIREBOSS	9/2/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WALLS, SCOTT A.	Union	MECHANIC	9/2/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WALKER, BRETT A.	Salary	SUPV - PROD UG	11/17/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SMITH, IAN W.	Union	SHUTTLE CAR OPERATOR	12/29/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
FLEEMAN, JUSTIN D.	Union	SHUTTLE CAR OPERATOR	12/29/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
DINGESS, MICHAEL B.	Union	ROCKDUSTER MOTORMAN	12/29/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MAYLE, BRIAN K.	Union	CONT MINER OPERATOR	12/29/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
FETTY, BENJAMIN R.	Union	ROOF BOLTER	12/29/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	SICKNESS/ACCIDENT
HOLCOMB, JASON S.	Union	ROCKDUSTER MOTORMAN	12/29/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HOLCOMB, CHAD	Union	GENERAL INSIDE LABORER	12/29/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SIMMONS, JUSTIN M.	Union	ROOF BOLTER	12/29/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HALL, DAVID L.	Union	ROOF BOLTER	12/29/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
BOYER, DAVID C.	Union	ROOF BOLTER	1/5/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
CHAPALONEY, EDWARD J.	Union	BRATTICEMAN	1/5/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
FISHER, JOSHUA R.	Union	FACEMAN - UTILITY*	1/5/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
LANE, LARRY T.	Union	ROOF BOLTER	1/5/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HALPENNY, JONATHON T.	Union	TIMBERMAN	1/5/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
PRICKETT, JASON B.	Union	FACEMAN - UTILITY*	1/5/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
CLARK, MILES A.	Union	SHUTTLE CAR OPERATOR	1/5/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
LEMLEY, MATTHEW A.	Union	UTILITY MAN	1/5/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	WORKERS COMPENSATION
MYERS, TIMOTHY C.	Union	BRATTICEMAN	1/19/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SMITH, DAVID D.	Union	ROOF BOLTER	1/19/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
CAHILL, JACOB L.	Union	ROOF BOLTER	1/19/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
CLARY, ANTHONY M.	Union	BRATTICEMAN	1/19/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
CUNNINGHAM, JEFFREY W.	Union	GENERAL INSIDE LABORER	1/19/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SCOTT, TERRY L.	Union	ELECTRICIAN	1/26/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
VARNER, DUSTIN E.	Union	FACEMAN	1/26/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
GODDARD, AARON L.	Union	ROCKDUSTER MOTORMAN	1/26/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
JUDE, HENRY R.	Union	TIMBERMAN	1/26/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
TOUVILLE, ZACHARY A.	Salary	SUPV - PROD TRAINEE II UG	1/26/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SAVAGE, JOSHUA R.	Union	TRACKMAN	2/2/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
FREE, LUKAS M.	Union	CONT MINER OPERATOR	2/2/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HOKE, BRIAN T.	Union	BELTMAN	2/16/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
LOPEZ, GREG S.	Union	ROOF BOLTER	2/16/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SIGLEY, ADAM L.	Union	GENERAL INSIDE LABORER	2/16/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
RAY, MATTHEW A.	Union	FACEMAN - UTILITY*	2/16/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SHINKOVICH, JASON C.	Union	PUMPER/FIREBOSS*	2/16/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SHILLINGBURG, JONATHAN D.	Union	SHUTTLE CAR OPERATOR	2/16/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
WEBB, THOMAS E.	Union	FACEMAN - UTILITY*	2/16/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
RILEY, MATTHEW W.	Union	FACEMAN - UTILITY*	2/23/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
KEEN, JONATHAN A.	Union	BELTMAN	2/23/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
LEWIS, DONNY J.	Union	FACEMAN - UTILITY*	2/23/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	WORKERS COMPENSATION
MYERS, LONNY E.	Union	FACEMAN - UTILITY*	2/23/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
LENYEE, JUMARH	Union	GENERAL INSIDE LABORER	2/23/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
STEWART, RODERICK J.	Union	MECHANIC	2/23/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MCKEE, JAMES A.	Union	MECHANIC	3/2/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
GILBERT, JEREMY W.	Union	UTILITY MAN	3/2/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
JOHNSON, DALE T.	Salary	SUPV - LONGWALL UG	3/23/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SANTOS, DANIEL J.	Union	BRATTICEMAN	4/6/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MARCUM, JAMES A.	Union	TIMBERMAN	4/6/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
HOWELL, ROY M.	Union	BRATTICEMAN	4/6/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SICKLES, DELLIS L.	Union	BELTMAN	4/6/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	WORKERS COMPENSATION
KEEN, CLIFFORD E.	Union	GENERAL INSIDE LABORER	4/6/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
CANTERBURY, DANIEL W.	Union	GENERAL INSIDE LABORER	4/6/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
LAMBERT, RANDY	Union	MECHANIC	4/6/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
COOK, ADAM L.	Union	BELTMAN	4/6/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MOLISEE, DUKE A.	Union	BRATTICEMAN	4/20/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
CIENAWSKI, JAMES T.	Union	GENERAL INSIDE LABORER	4/20/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
RASCHELLA, SHANE F.	Union	GENERAL INSIDE LABORER	4/20/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MOORE, BOBBY L.	Union	MECHANIC HELPER	4/20/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MAYNARD, HERBERT G.	Salary	SUPV - PROD UG	5/1/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
VANDUSEN, CHRISTOPHER J.	Salary	SUPV - PROD UG	5/1/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
RAMSEY, JAMES A.	Union	MECHANIC	5/4/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MCCOY, SHURLIN B.	Salary	SUPV - PROD UG	5/13/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SPITZNOGLE, KEVIN R.	Salary	SUPV - UG MAINT UG	5/18/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
COZAD, ROBERT F.	Salary	TECH II - WAREHOUSE	6/1/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
THAXTON, DUANE E.	Salary	SUPV - PROD UG	6/2/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MAY, JOHN M.	Union	MECHANIC	6/29/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
CUMMINS, CHARLES H.	Salary	SUPV - PROD UG	7/20/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
GANDY, JAMES R.	Salary	MGR I - OPS SUPPORT	7/20/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
MALCOLM, MICHAEL L.	Salary	SUPV - PROD UG	7/20/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SMITH, DANNY M.	Salary	SUPV - UG MAINT UG	7/23/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
ROSE, JOSHUA S.	Salary	SUPV - UG MAINT UG	8/10/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
EVERLY, LARRY J.	Salary	SUPV - UG MAINT UG	8/10/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL #2	ACTIVE
SCHRADER JR, ROBERT C.	Union	PREP.PLT.CEN.CON.OPER.	2/16/1976	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
COLISINO SR, HARRY J.	Union	TRK DRIVER GOB OR REFUSE	1/19/1976	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
WATKINS, MICHAEL C.	Union	MOBILE EQUIP OPERATOR	3/15/1976	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
CARPENTER, ROGER L.	Union	PREP.PLT.CEN.CON.OPER.	6/17/1975	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
SIX, STEVEN T.	Union	PREP.PLT.CEN.CON.OPER.	4/5/1976	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
TENNANT, DANNY D.	Union	SURFACE UTILITY MAN	6/17/1968	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	SICKNESS/ ACCIDENT
BERKSHIRE, GARY W.	Union	PREP.PLT.UTILITY MAN	1/18/1977	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
BARKER, DELFORD L.	Union	BULLDOZER OPERATOR	7/18/1978	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
BAJUS, MICHAEL A.	Union	PREP.PLT.UTILITY MAN	9/21/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
LOWE, CRAIG A.	Union	TRK DRIVER GOB OR REFUSE	10/19/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
TENNANT, CLIFTON E.	Union	PREP.PLT.UTILITY MAN	11/2/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
HALDEMAN, RICHARD A.	Union	BULLDOZER OPERATOR	11/2/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
LUKETIC, KEVIN J.	Union	ELECTRICIAN LINEMAN	11/2/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
HUPP, HERBERT C.	Union	PREP.PLT.UTILITY MAN	11/2/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
SHANNON, RONALD H.	Salary	SPEC II - QC SF	12/8/1990	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
EAVENSON, DAVID A.	Union	HEAVY MEDIA OPERATOR	4/26/1976	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
LUTON, DAVID L.	Union	MECHANIC-PREP PLANT	2/7/1980	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
EDDY, STANLEY D.	Salary	SUPV - PREP PLANT SF	3/13/1997	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
NAPALO, NICK E.	Union	PREP.PLT.UTILITY MAN	4/5/1976	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
LEPKA, SCOTT M.	Union	BULLDOZER OPERATOR	11/19/2004	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
DONATO, JAMES V.	Salary	MGR - PREPARATION SF	5/16/2006	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
STOTKA, RONALD J.	Salary	LEAD SUPV - PREP PLANT SF	10/5/2005	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE



Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
PALMER, CECIL L.	Union	TRK DRIVER GOB OR REFUSE	10/12/1981	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
CONNER, RALPH A.	Union	MECHANIC-PREP PLANT	2/15/1982	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
PARK, PATRICK H.	Union	HEAVY MEDIA OPERATOR	9/6/2007	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
PACE, DAVID R.	Union	MECHANIC-PREP PLANT	9/10/2007	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
DURRETT, DAVID V.	Union	MECHANIC-PREP PLANT	9/10/2007	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
KING, DAVID M.	Union	ELECTRICIAN LINEMAN	9/10/2007	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
CRAIG, CHARLES B.	Union	HEAVY MEDIA OPERATOR	6/30/2008	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
PARSONS JR, RICHARD C.	Salary	SUPV - PREP PLANT SF	7/29/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
SMITH, JASON C.	Union	MECHANIC-PREP PLANT	11/24/2008	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
WILT, DAVID L.	Union	MECHANIC-PREP PLANT	11/10/2008	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
REYNOLDS, WILLIAM S.	Union	MECHANIC-PREP PLANT	1/30/2009	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
TUCKER, ROBERT L.	Union	MECHANIC-PREP PLANT	2/2/2015	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
BLANKENSHIP, ADAM B.	Union	MECHANIC-PREP PLANT	11/16/2010	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
EDDY, JACOB L.	Salary	SUPV - PREP PLANT SF	1/16/2012	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
PRUTZNAL, WILLIAM T.	Salary	SUPV - PREP PLANT SF	7/29/2013	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
JONES, DAVID A.	Salary	SUPV - PREP PLANT SF	7/28/2014	EASTERN ASSOCIATED COAL, LLC	FEDERAL NO. 2 PREP PLANT	ACTIVE
SNELL, EDDIE J.	S	MGR - RECLAMATION SF	10/1/1994	GRAND EAGLE MINING, LLC	PATRIOT SURFACE	ACTIVE
SAALWAECHTER, DALE	Non-Union Hourly	DOZER OP - PAT	8/5/2013	GRAND EAGLE MINING, LLC	PATRIOT SURFACE	ACTIVE
ROSE JR, GEORGE W.	Non-Union Hourly	DOZER OP - PAT	8/5/2013	GRAND EAGLE MINING, LLC	PATRIOT SURFACE	ACTIVE
SMILEY, BECKHAM A.	Non-Union Hourly	MECH - PAT	9/28/1998	GRAND EAGLE MINING, LLC	PATRIOT SURFACE	ACTIVE
CRICK, RICKIE L.	Non-Union Hourly	DOZER OP - PAT	9/30/2014	GRAND EAGLE MINING, LLC	PATRIOT SURFACE	ACTIVE
SNODGRASS, BENNY W.	Non-Union Hourly	DOZER OP - PAT	9/3/1999	GRAND EAGLE MINING, LLC	PATRIOT SURFACE	ACTIVE
MULLINS, CHARLES D.	Union	MOBILE EQUIP. OPER./PREP	8/14/1987	HOBET MINING, LLC	BETH STATION OVERLAND	ACTIVE
ADAMS, HAROLD R.	Union	PREP PLANT MECHANIC	4/14/1992	HOBET MINING, LLC	BETH STATION OVERLAND	ACTIVE
BLANKENSHIP, DOUGLAS K.	Union	PREP PLANT MECHANIC	5/11/2007	HOBET MINING, LLC	BETH STATION OVERLAND	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
JEFFERY JR, NORMAN	Union	MOBILE EQUIP. OPER./PREP	7/16/1990	HOBET MINING, LLC	BETH STATION OVERLAND	ACTIVE
SMITH, TERRY L.	Salary	SUPV - PREP PLANT SF	2/3/2003	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
DAVIS, THOMAS E.	Union	PREP PLANT MECHANIC	9/13/2006	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
BOYTEK, MONTY A.	Union	PREP PLANT MECHANIC	5/29/1990	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
WALLEN, ELLA E.	Salary	SR ADMIN SUPPORT	5/12/1983	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
LEE JR, CHARLES R.	Union	ELECT./MECHANIC/PREP	3/14/1995	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
THERN, MARK A.	Union	PREP PLANT OPERATOR	11/6/1989	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
BROWNING, AMBER N.	Salary	ADMIN SUPPORT	1/5/2015	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
GORE, SHANE	Union	PREP PLANT MECHANIC	7/16/1990	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
DIALS, PALMER W.	Union	MOBILE EQUIP. OPER./PREP	7/16/1990	HOBET MINING, LLC	BETH STATION PREP PLANT	WORKCOMP/FMLA CONCURRENT

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
VANCE, EVAN D.	Union	ELECT./MECHANIC/PREP	10/29/2007	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
CLINE, ROBERT A.	Union	PREP PLANT OPERATOR	2/6/2009	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
NEWSOME, GARY D.	Salary	LEAD SUPV - PREP PLANT SF	1/15/1998	HOBET MINING, LLC	BETH STATION PREP PLANT	STD/FMLA CONCURRENT
TOMBLIN, TERRY D.	Union	MOBILE EQUIP. OPER./PREP	12/8/1989	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
CHAMBERS, JAMES J.	Salary	SUPV - PREP PLANT SF	8/10/2006	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
CLAY, ARCHIE T.	Union	PREP PLANT MECHANIC	2/27/2006	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
MAYBERRY, JULIA M.	Salary	SR ADMIN SUPPORT	3/12/1982	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
RAKES, STEVEN	Union	WELDER, FIRST CLASS/PREP	9/8/2009	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
TREADWAY, KEVIN D.	Union	WELDER, FIRST CLASS/PREP	10/5/2009	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
FOWLER JR, BRADY J.	Union	PREP PLANT MECHANIC	4/11/2011	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
RAKES, ADAM	Union	PREP PLANT MECHANIC	5/31/2011	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
DAVIDSON, JAMES E.	Union	PREP PLANT MECHANIC	8/3/2011	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
HAGER, CURTIS E.	Union	PREP PLANT MECHANIC	8/29/2011	HOBET MINING, LLC	BETH STATION PREP PLANT	WORKCOMP/FMLA CONCURRENT
VARNEY, RANDAL B.	Union	PREP PLANT OPERATOR	9/7/2011	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
RYAN, GREGORY A.	Union	PREP PLANT MECHANIC	11/14/2011	HOBET MINING, LLC	BETH STATION PREP PLANT	ACTIVE
DEPASQUALE JR, JOHN A.	Salary	ENGR II SF	4/5/2010	HOBET MINING, LLC	HOBET ADMIN-GENERAL	ACTIVE
CARNELL, HAROLD S.	Salary	CONTROLLER	12/11/1978	HOBET MINING, LLC	HOBET ADMIN-GENERAL	ACTIVE
STEPHENS, MARY F.	Salary	SR ADMIN SUPPORT	10/1/1979	HOBET MINING, LLC	HOBET ADMIN-GENERAL	ACTIVE
NECESSARY, CHARLENE	Salary	MGR I - HR	5/1/1974	HOBET MINING, LLC	HOBET ADMIN-GENERAL	ACTIVE
BLAIR, KELLY P.	Salary	MGR II - SAFETY SF	6/16/2008	HOBET MINING, LLC	HOBET ADMIN-GENERAL	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
CALDWELL, JEFFREY B.	Salary	ENGR II SF	4/17/2000	HOBET MINING, LLC	HOBET ADMIN-GENERAL	ACTIVE
ADKINS, BOBBIE A.	Salary	SR ADMIN SUPPORT	12/19/1980	HOBET MINING, LLC	HOBET ADMIN-GENERAL	ACTIVE
DANIEL, KENNETH R.	Salary	SR MGR - ENGRG SF	6/14/1988	HOBET MINING, LLC	HOBET ADMIN-GENERAL	ACTIVE
BUCKNER, ANDREW D.	Salary	SURVEYOR SF	4/12/2010	HOBET MINING, LLC	HOBET ADMIN-GENERAL	ACTIVE
ADKINS, RODNEY L.	Salary	TECH I - ENGRG	6/1/2010	HOBET MINING, LLC	HOBET ADMIN-GENERAL	ACTIVE
HENDERSON, MICHAEL V.	Salary	ENGR III - ENV SF	5/29/2012	HOBET MINING, LLC	HOBET ADMIN-GENERAL	ACTIVE
BUCHANAN, JACKIE L.	Union	GRADER OPERATOR	11/6/2009	HOBET MINING, LLC	JOB 21	ACTIVE
MCCLURE, JOHNNY R.	Salary	SUPV - PROD SF	6/12/1995	HOBET MINING, LLC	JOB 21	ACTIVE
CALDWELL JR., JAMES R.	Salary	MGR - SHIFT PROD SF	5/23/2005	HOBET MINING, LLC	JOB 21	ACTIVE
KILLEN II, DOUGLAS R.	Union	SHOOTER/OVERBURDEN	1/28/2009	HOBET MINING, LLC	JOB 21	ACTIVE
NUTTER, DANA E.	Union	DOZER OPERATOR/OVERBURDEN	2/5/2001	HOBET MINING, LLC	JOB 21	ACTIVE
NEACE, DWIGHT D.	Union	TRUCK DRIVER/COAL	12/12/1976	HOBET MINING, LLC	JOB 21	ACTIVE
ADKINS, JEROME C.	Union	FRONT END LOADER/STRIP	1/27/1994	HOBET MINING, LLC	JOB 21	WORKCOMP/FMLA CONCURRENT
BREWER, JAMES C.	Union	DRILLER	9/5/2006	HOBET MINING, LLC	JOB 21	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
KIRK, JEFFREY S.	Union	TRK DRVR GOB/REFUS/STRIP	4/24/2007	HOBET MINING, LLC	JOB 21	ACTIVE
ALLEN, RUSSELL B.	Union	DOZER OPERATOR	11/1/2005	HOBET MINING, LLC	JOB 21	ACTIVE
HAGER, JERRY H.	Union	MEO/STRIP	3/13/2007	HOBET MINING, LLC	JOB 21	ACTIVE
BARKER, WILLIAM H.	Union	DRILLER	4/22/2008	HOBET MINING, LLC	JOB 21	ACTIVE
BROWNING JR, SAMUEL J.	Union	SERVICEMAN	6/8/1994	HOBET MINING, LLC	JOB 21	ACTIVE
DINGESS, JOSHUA D.	Union	DOZER OPERATOR	9/27/2006	HOBET MINING, LLC	JOB 21	ACTIVE
MCCALLISTER, BRANDON J.	Union	DOZER OPERATOR	5/16/2005	HOBET MINING, LLC	JOB 21	ACTIVE
BLANKENSHIP, RONALD L.	Union	SERVICEMAN	7/29/1994	HOBET MINING, LLC	JOB 21	WORKCOMP/FMLA CONCURRENT
DINGESS, DAVE L.	Union	FRONT END LOADER/STRIP	2/2/2008	HOBET MINING, LLC	JOB 21	ACTIVE
MAYNOR II, HAROLD S.	Union	MECHANIC/STRIP	9/13/2001	HOBET MINING, LLC	JOB 21	ACTIVE
TOLER, MARSHALL E.	Union	MECHANIC/STRIP	7/11/2005	HOBET MINING, LLC	JOB 21	ACTIVE
ROBERTS, ROGER D.	Union	FRONT END LOADER/COAL	3/5/1985	HOBET MINING, LLC	JOB 21	ACTIVE
PIERSON, LOUIE V.	Union	FRONT END LOADER/STRIP	8/29/1978	HOBET MINING, LLC	JOB 21	ACTIVE
BECKETT, GARY D.	Union	DRILLER	5/12/1976	HOBET MINING, LLC	JOB 21	ACTIVE
COLLINS, JACK R.	Union	SHOVEL OILER	8/14/2003	HOBET MINING, LLC	JOB 21	ACTIVE
BIAS, BARRY L.	Union	TRUCK DRIVER/COAL	9/1/1987	HOBET MINING, LLC	JOB 21	ACTIVE
BUTCHER JR, HULETT T.	Union	SHOOTER/OVERBURDEN	7/29/1985	HOBET MINING, LLC	JOB 21	ACTIVE
STACY, TIMOTHY	Union	TRK DRVR GOB/REFUS/STRIP	5/3/2005	HOBET MINING, LLC	JOB 21	ACTIVE
THOMPSON, JOHN M.	Union	TRUCK DRIVER/COAL	2/26/1990	HOBET MINING, LLC	JOB 21	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
BALL, KEVIN M.	Union	MECHANIC/STRIP	7/29/1994	HOBET MINING, LLC	JOB 21	ACTIVE
SMITH, JOSEPH S.	Union	DOZER OPERATOR	10/23/2009	HOBET MINING, LLC	JOB 21	ACTIVE
BYRNSIDE, NEIL L.	Union	TRK DRVR GOB/REFUS/STRIP	9/14/2006	HOBET MINING, LLC	JOB 21	ACTIVE
LIGHT, RICHARD A.	Union	DOZER OPERATOR/OVERBURDEN	9/6/1989	HOBET MINING, LLC	JOB 21	ACTIVE
HAGER, JASON F.	Union	TRK DRVR GOB/REFUS/STRIP	6/15/2007	HOBET MINING, LLC	JOB 21	ACTIVE
EGNOR, STEVEN T.	Union	WELDER, FIRST CLASS/STRIP	7/21/2008	HOBET MINING, LLC	JOB 21	ACTIVE
ROBERTS, JERRY A.	Union	TRUCK DRIVER/COAL	11/7/1988	HOBET MINING, LLC	JOB 21	ACTIVE
VICKERS, JOHNNY W.	Union	TRUCK DRIVER/COAL	10/17/2006	HOBET MINING, LLC	JOB 21	ACTIVE
CRADDOCK, RYAN M.	Union	MECHANIC/STRIP	9/19/2005	HOBET MINING, LLC	JOB 21	ACTIVE
COPELY, GEORGE D.	Union	HEO/STRIP	10/11/2008	HOBET MINING, LLC	JOB 21	ACTIVE
GRAHAM, WILLIAM G.	Union	WELDER, FIRST CLASS/STRIP	9/20/1994	HOBET MINING, LLC	JOB 21	ACTIVE
SLAZO, LANNY S.	Union	TRK DRVR GOB/REFUS/STRIP	8/28/2008	HOBET MINING, LLC	JOB 21	S&A/FMLA CONCURRENT
BROWNING, PATRICK S.	Union	DOZER OPERATOR/OVERBURDEN	3/29/2005	HOBET MINING, LLC	JOB 21	ACTIVE
CURRY, LEVI J.	Union	MEO/STRIP	4/7/2008	HOBET MINING, LLC	JOB 21	ACTIVE
CHAMBERS, PAUL D.	Salary	MGR - SHIFT PROD SF	6/23/1975	HOBET MINING, LLC	JOB 21	ACTIVE
VEALEY, CARL D.	Union	MECHANIC/STRIP	2/12/1982	HOBET MINING, LLC	JOB 21	ACTIVE
HOLMES, RICHARD T.	Union	TRK DRVR GOB/REFUS/STRIP	9/18/1986	HOBET MINING, LLC	JOB 21	ACTIVE
MORGAN, DANIEL	Salary	LEAD SUPV - SF MAINT SF	2/25/1991	HOBET MINING, LLC	JOB 21	ACTIVE
HOLESTON, CLIFFORD S.	Union	MECHANIC/STRIP	10/11/1977	HOBET MINING, LLC	JOB 21	ACTIVE



Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
BLOSSER, JAMES A.	Union	DOZER OPERATOR/OVERBURDEN	7/25/1994	HOBET MINING, LLC	JOB 21	ACTIVE
NELSON, RICKY A.	Union	TRK DRVR GOB/REFUS/STRIP	3/11/1991	HOBET MINING, LLC	JOB 21	ACTIVE
BUCKNER, TONY M.	Union	MECHANIC/STRIP	8/27/2001	HOBET MINING, LLC	JOB 21	ACTIVE
ADAMS, LARRY	Union	DOZER OPERATOR	7/15/2008	HOBET MINING, LLC	JOB 21	ACTIVE
HALL, GLEN E.	Union	TRK DRVR GOB/REFUS/STRIP	3/19/1982	HOBET MINING, LLC	JOB 21	ACTIVE
BURGESS, DANNY G.	Union	GRADER OPERATOR	2/26/1990	HOBET MINING, LLC	JOB 21	ACTIVE
MILLER, JOEY C.	Union	FRONT END LOADER/STRIP	7/25/1994	HOBET MINING, LLC	JOB 21	WORKCOMP/FMLA CONCURRENT
BELL JR, HARRISON L.	Union	DRILLER	6/20/2006	HOBET MINING, LLC	JOB 21	ACTIVE
BALL, DONOVAN W.	Union	FRONT END LOADER/COAL	7/25/2005	HOBET MINING, LLC	JOB 21	ACTIVE
ROBERTS, RANDY L.	Union	TRK DRVR GOB/REFUS/STRIP	9/28/1987	HOBET MINING, LLC	JOB 21	ACTIVE
ALFREY, KEITH A.	Union	WELDER, FIRST CLASS/STRIP	7/28/2008	HOBET MINING, LLC	JOB 21	ACTIVE
LANE, JAMES P.	Union	SHOOTER/OVERBURDEN	7/25/1988	HOBET MINING, LLC	JOB 21	ACTIVE
FERRELL, JIMMY J.	Union	MECHANIC/STRIP	8/20/1990	HOBET MINING, LLC	JOB 21	ACTIVE
CONLEY, JERRY K.	Salary	MGR - MAINT SF	7/28/2008	HOBET MINING, LLC	JOB 21	ACTIVE
ADKINS, WILLIAM E.	Union	MECHANIC/STRIP	9/20/1994	HOBET MINING, LLC	JOB 21	ACTIVE
STEVENSON, ROBERT L.	Union	MASTER ELECTRICIAN/STRIP	8/6/2003	HOBET MINING, LLC	JOB 21	ACTIVE
SPAULDING, MARK A.	Union	DOZER OPERATOR	4/28/2005	HOBET MINING, LLC	JOB 21	ACTIVE
LOWE, MATTHEW R.	Union	DRILLER	10/9/2006	HOBET MINING, LLC	JOB 21	ACTIVE
KISH, GARY W.	Union	MECHANIC/STRIP	12/7/2001	HOBET MINING, LLC	JOB 21	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
CONN, JOHNNY R.	Union	DOZER OPERATOR	9/29/2008	HOBET MINING, LLC	JOB 21	WORKERS COMPENSATION
BOSLEY, HERBERT W.	Union	TRK DRVR GOB/REFUS/STRIP	9/16/2009	HOBET MINING, LLC	JOB 21	ACTIVE
LAFFERTY, LARRY B.	Union	TRK DRVR GOB/REFUS/STRIP	9/13/2006	HOBET MINING, LLC	JOB 21	ACTIVE
BALL, PAUL D.	Union	MASTER ELECTRICIAN/STRIP	5/31/2011	HOBET MINING, LLC	JOB 21	ACTIVE
LOVEJOY, RANDY A.	Union	DRAGLINE GROUNDMAN	9/24/2010	HOBET MINING, LLC	JOB 21	ACTIVE
KENNEDY, STEVEN M.	Union	SHOVEL GROUNDMAN	5/2/1995	HOBET MINING, LLC	JOB 21	ACTIVE
MARCUM, DWAYNE	Union	SHOVEL OILER	10/17/1988	HOBET MINING, LLC	JOB 21	ACTIVE
KIRK JR, EMERSON G.	Union	DOZER OPERATOR	6/14/2005	HOBET MINING, LLC	JOB 21	ACTIVE
LAWSON, LESLIE L.	Union	TRUCK DRIVER/COAL	12/13/1985	HOBET MINING, LLC	JOB 21	ACTIVE
BROWNING, FREELIN	Union	HEO/STRIP	4/14/2008	HOBET MINING, LLC	JOB 21	ACTIVE
TRENT, BRIAN D.	Union	DRAGLINE OPERATOR	7/8/1987	HOBET MINING, LLC	JOB 21	ACTIVE
LANE, GERALD T.	Union	MECHANIC/STRIP	9/15/1986	HOBET MINING, LLC	JOB 21	ACTIVE
HARVEY, TIMOTHY R.	Union	TRK DRVR GOB/REFUS/STRIP	6/13/2008	HOBET MINING, LLC	JOB 21	ACTIVE
SAMMONS JR, JERRY W.	Union	SHOVEL GROUNDMAN	2/7/2002	HOBET MINING, LLC	JOB 21	ACTIVE
DOLIN, ERIC L.	Union	SHOOTER/OVERBURDEN	7/12/2004	HOBET MINING, LLC	JOB 21	ACTIVE
MILLER, JEFFREY H.	Union	MECHANIC/STRIP	6/12/2006	HOBET MINING, LLC	JOB 21	ACTIVE
BAZZILLA, STEVEN A.	Union	SHOOTER/OVERBURDEN	4/29/1986	HOBET MINING, LLC	JOB 21	ACTIVE
JARRELL, GARY S.	Union	TRUCK DRIVER/COAL	10/26/2005	HOBET MINING, LLC	JOB 21	ACTIVE
BAIDEN, PHILLIP E.	Union	TRK DRVR GOB/REFUS/STRIP	10/8/2008	HOBET MINING, LLC	JOB 21	ACTIVE
GAMBILL, GARY W.	Union	GRADER OPERATOR	5/10/2005	HOBET MINING, LLC	JOB 21	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
LANE, JOHN M.	Union	TRK DRVR GOB/REFUS/STRIP	7/11/1990	HOBET MINING, LLC	JOB 21	ACTIVE
NEWSOME, JAMES R.	Union	TRK DRVR GOB/REFUS/STRIP	3/3/2008	HOBET MINING, LLC	JOB 21	ACTIVE
LOVEJOY, CRAIG A.	Union	TRK DRVR GOB/REFUS/STRIP	2/16/1994	HOBET MINING, LLC	JOB 21	ACTIVE
ROSE, JERRY L.	Union	DRAGLINE OILER	7/5/1983	HOBET MINING, LLC	JOB 21	ACTIVE
PARSLEY, BOBBY J.	Union	TRK DRVR GOB/REFUS/STRIP	11/17/1987	HOBET MINING, LLC	JOB 21	ACTIVE
RORRER, TERRY L.	Salary	SUPV - PROD SF	9/14/2004	HOBET MINING, LLC	JOB 21	ACTIVE
NAPIER, LONNIE J.	Union	DOZER OPERATOR	8/24/2006	HOBET MINING, LLC	JOB 21	ACTIVE
PYLE, MICHAEL S.	Salary	SUPV - PROD SF	5/10/1993	HOBET MINING, LLC	JOB 21	ACTIVE
BIAS, TERRY	Union	DRILLER	9/1/1987	HOBET MINING, LLC	JOB 21	ACTIVE
MAYNARD, ROBERT C.	Union	DOZER OPERATOR	9/6/1994	HOBET MINING, LLC	JOB 21	ACTIVE
PREECE, DWIGHT D.	Union	FRONT END LOADER/COAL	4/20/2005	HOBET MINING, LLC	JOB 21	ACTIVE
GODBY, STEVEN R.	Salary	LEAD SUPV - MAINT/ELEC SF	8/4/1986	HOBET MINING, LLC	JOB 21	ACTIVE
SHEPPARD, COLUMBUS	Union	DRAGLINE OILER	8/7/2009	HOBET MINING, LLC	JOB 21	ACTIVE
BROWNING, RANDALL N.	Union	HEO/STRIP	4/28/1993	HOBET MINING, LLC	JOB 21	ACTIVE
BLANKENSHIP, JAMES L.	Union	TRK DRVR GOB/REFUS/STRIP	10/20/2009	HOBET MINING, LLC	JOB 21	ACTIVE
BAIDEN, CLIFFORD B.	Union	DOZER OPERATOR	3/6/2007	HOBET MINING, LLC	JOB 21	ACTIVE
HESS, DAVID S.	Union	WELDER, FIRST CLASS/STRIP	5/20/1992	HOBET MINING, LLC	JOB 21	ACTIVE
WELLMAN, STEVEN B.	Union	SHOOTER/OVERBURDEN	5/29/1990	HOBET MINING, LLC	JOB 21	ACTIVE
BOLYARD, MARTIN	Union	DRILLER	3/21/1994	HOBET MINING, LLC	JOB 21	ACTIVE
BROWN, WARREN L.	Union	SHOVEL OPERATOR	7/29/1994	HOBET MINING, LLC	JOB 21	ACTIVE
MEADE, PAUL A.	Union	TRUCK DRIVER/COAL	8/9/1989	HOBET MINING, LLC	JOB 21	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
BELL, TOMMY M.	Union	SHOOTER/OVERBURDEN	3/2/1987	HOBET MINING, LLC	JOB 21	ACTIVE
WEBB, SHANNON E.	Union	SHOVEL OPERATOR	8/11/2009	HOBET MINING, LLC	JOB 21	ACTIVE
ELLIS, CHRISTOPHER L.	Salary	LEAD SUPV - SF MAINT SF	10/17/1995	HOBET MINING, LLC	JOB 21	ACTIVE
NAYLOR, LARRY S.	Union	TRK DRVR GOB/REFUS/STRIP	4/9/1991	HOBET MINING, LLC	JOB 21	ACTIVE
TYREE, LUNDY A.	Union	TRK DRVR GOB/REFUS/STRIP	3/3/1997	HOBET MINING, LLC	JOB 21	ACTIVE
WILSON, TIMOTHY L.	Union	DOZER OPERATOR/OVERBURDEN	12/26/2001	HOBET MINING, LLC	JOB 21	S&A/FMLA CONCURRENT
WELLMAN, DENNIS K.	Salary	MGR - PRODUCTION SF	3/25/1988	HOBET MINING, LLC	JOB 21	ACTIVE
CHAMBERS, ARVIL R.	Union	SERVICEMAN	10/26/1987	HOBET MINING, LLC	JOB 21	ACTIVE
WEST, GEORGE S.	Union	MECHANIC/STRIP	9/10/2001	HOBET MINING, LLC	JOB 21	ACTIVE
VANCE, RONALD G.	Salary	SUPERINTENDENT II SF	7/11/1994	HOBET MINING, LLC	JOB 21	ACTIVE
BAIDEN, STEPHEN M.	Union	TRK DRVR GOB/REFUS/STRIP	6/20/2006	HOBET MINING, LLC	JOB 21	ACTIVE
RUNYAN, MARK A.	Salary	SUPV - SF MAINT SF	10/24/1994	HOBET MINING, LLC	JOB 21	ACTIVE
BARTLETT, STEVEN M.	Union	DRAGLINE OPERATOR	9/28/1987	HOBET MINING, LLC	JOB 21	ACTIVE
PATTON, JON A.	Union	WELDER, FIRST CLASS/STRIP	4/16/2006	HOBET MINING, LLC	JOB 21	ACTIVE
MAIDEN, RICKY A.	Union	MECHANIC/STRIP	9/26/1988	HOBET MINING, LLC	JOB 21	ACTIVE
BRANHAM, MICHAEL E.	Union	GRADER OPERATOR	3/2/2007	HOBET MINING, LLC	JOB 21	ACTIVE
LEMARR, DONALD E.	Salary	SUPV - PROD SF	12/13/2012	HOBET MINING, LLC	JOB 21	ACTIVE
LUSK, BRADLEY E.	Union	DRILLER	11/4/2008	HOBET MINING, LLC	JOB 21	ACTIVE
DINGESS II, JENNINGS L.	Union	TRK DRVR GOB/REFUS/STRIP	11/7/2008	HOBET MINING, LLC	JOB 21	ACTIVE
VAUGHAN, LAREL O.	Union	MECHANIC/STRIP	1/19/2009	HOBET MINING, LLC	JOB 21	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
ADAMS, QUINTON	Union	MECHANIC/STRIP	1/31/2009	HOBET MINING, LLC	JOB 21	ACTIVE
MORGAN, BRADLEY S.	Union	MECHANIC/STRIP	3/24/2009	HOBET MINING, LLC	JOB 21	ACTIVE
TABOR, RANDAL D.	Union	MASTER ELECTRICIAN/STRIP	3/30/2009	HOBET MINING, LLC	JOB 21	ACTIVE
ELIAN, JAMES E.	Union	MASTER ELECTRICIAN/STRIP	6/1/2009	HOBET MINING, LLC	JOB 21	ACTIVE
BEAVERS, DION S.	Union	DRAGLINE GROUNDMAN	6/1/2009	HOBET MINING, LLC	JOB 21	ACTIVE
BOOTH, MICHAEL A.	Union	WELDER, FIRST CLASS/STRIP	7/6/2009	HOBET MINING, LLC	JOB 21	ACTIVE
SCOTT, CLIFTON A.	Union	TRK DRVR GOB/REFUS/STRIP	7/13/2009	HOBET MINING, LLC	JOB 21	ACTIVE
BALL, AARON L.	Union	TRK DRVR GOB/REFUS/STRIP	7/14/2009	HOBET MINING, LLC	JOB 21	ACTIVE
LESTER, DAVID S.	Union	TRK DRVR GOB/REFUS/STRIP	7/14/2009	HOBET MINING, LLC	JOB 21	ACTIVE
WILSON, TENNIS S.	Union	DRAGLINE GROUNDMAN	7/20/2009	HOBET MINING, LLC	JOB 21	ACTIVE
SMITH, ARLIE R.	Union	DOZER OPERATOR	3/9/2010	HOBET MINING, LLC	JOB 21	ACTIVE
ELSWICK, TRAVIS E.	Union	SHOOTER/OVERBURDEN	3/24/2010	HOBET MINING, LLC	JOB 21	ACTIVE
RUMBERG II, JERRY L.	Union	DOZER OPERATOR	4/13/2010	HOBET MINING, LLC	JOB 21	ACTIVE
PICKETT, JAMES H.	Union	DOZER OPERATOR	9/8/2010	HOBET MINING, LLC	JOB 21	ACTIVE
VANCE, BRADLEY S.	Union	SHOOTER/OVERBURDEN	9/8/2010	HOBET MINING, LLC	JOB 21	ACTIVE
LANE, BRIAN E.	Union	MECHANIC/STRIP	10/1/2010	HOBET MINING, LLC	JOB 21	ACTIVE
CANTERBURY, MELVIN C.	Union	MECHANIC/STRIP	11/3/2010	HOBET MINING, LLC	JOB 21	ACTIVE
TOLER, JOSEPH L.	Union	DRAGLINE GROUNDMAN	3/16/2011	HOBET MINING, LLC	JOB 21	ACTIVE
FARLEY, JAMES S.	Union	SHOOTER/OVERBURDEN	5/31/2011	HOBET MINING, LLC	JOB 21	ACTIVE
THRUSH, CHARLES A.	Union	MECHANIC/STRIP	7/11/2011	HOBET MINING, LLC	JOB 21	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
CLINE, BRANDON R.	Union	MECHANIC/STRIP	10/3/2011	HOBET MINING, LLC	JOB 21	ACTIVE
TOMBLIN, ODIE D.	Union	MECHANIC/STRIP	9/20/2013	HOBET MINING, LLC	JOB 21	ACTIVE
JEFFREY, RODNEY L.	Salary	SPEC II - MATERIALS FIELD	11/2/1981	HOBET MINING, LLC	MUD RIVER CENTRAL FACILITY	STD/FMLA CONCURRENT
CRAFT, CLAYTON D.	Salary	SR TECH - WAREHOUSE	4/3/2001	HOBET MINING, LLC	MUD RIVER CENTRAL FACILITY	STD/FMLA CONCURRENT
HUDSON, LAWRENCE J.	Salary	LEAD TECH - WAREHOUSE	10/20/1986	HOBET MINING, LLC	MUD RIVER CENTRAL FACILITY	ACTIVE
HACKNEY, RICKY D.	Salary	SR TECH - WAREHOUSE	8/4/1978	HOBET MINING, LLC	MUD RIVER CENTRAL FACILITY	ACTIVE
LOVEJOY, MARTHA J.	Salary	MGR - WAREHOUSE	6/14/1988	HOBET MINING, LLC	MUD RIVER CENTRAL FACILITY	STD/FMLA CONCURRENT
DALTON II, WILLIAM S.	Salary	LEAD TECH - WAREHOUSE	2/9/2009	HOBET MINING, LLC	MUD RIVER CENTRAL FACILITY	ACTIVE
WILLIAMS, MARK R.	Corporate	DIR - LAND MIDWEST	8/6/1984	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
STEWART, CHARLES W.	Corporate	MGR I - MATERIALS	7/1/1973	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
JOHNSON, DAVID R.	Corporate	ENGR II - ENV	10/1/1976	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
PHILLIPS, MARK K.	Corporate	CHIEF INFORMATION OFFICER	9/6/1977	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
CHOATE, GLORIA J.	Corporate	SR MGR - HR	10/2/1978	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
REIDEL, MICHAEL E.	Corporate	SR MGR - TECHNICAL SRVC	3/1/1982	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
CLENDENEN, JAMES R.	Corporate	DIR - EQUIP RESOURCES	2/7/1972	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
HOLLANDSWORTH, GARY N.	Corporate	VP - SALES & MARKETING	5/30/1978	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
ELKINS, CECIL W.	Corporate	VP - MATERIALS MGT	2/1/1975	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
EAGAN, JOHN	Corporate	VP - LAND EAST	3/6/2006	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
COOK JR, HULIN H.	Corporate	SR MGR-POWER & AUTOMATION	1/15/1979	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
FIELDS, SABRINA L.	Corporate	SR ADMINISTRATOR-LBR RELS	8/1/1978	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
JARRELL, ROSCOE R.	Corporate	DIR - CORP MAINT	6/18/1979	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
ELKINS, MICHAEL S.	Corporate	SR MGR - COMPLIANCE	1/11/1977	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
SWANSON JR, GERALD R.	Corporate	DIR - ENGRG PROJ	3/11/1985	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
HILL, STEPHEN C.	Corporate	ENGR I - ENV	10/15/1998	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
BROWN, ROBERT L.	Corporate	TEMP - FINANCE PT	9/1/1996	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
WORLEY, PHYLLIP G.	Corporate	SR MGR - GROUND CONTROL	1/4/1973	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
FLANAGAN JR, CHARLES E.	Corporate	MGR I - LABOR RELATIONS	5/16/1975	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
BECKETT, MICHAEL E.	Corporate	SR MGR - CONSTRUCTION	5/15/1978	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
SGRO, PAULA N.	Corporate	SPEC I - HR	1/5/1981	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
HUFFMAN, KAREN L.	Corporate	SPEC II - PC SUPPORT	9/2/1986	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
ROCKWELL, HUGH L.	Corporate	SR MGR - TRANS & EXP LOG	1/8/1987	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE



Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
BOLYARD, KENNETH R.	Corporate	SR MGR - BUDGET & ANALYS	4/25/1988	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
DETZER, JENNIFER P.	Corporate	SPEC II - LAND	2/8/1991	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
AKERS, MARK E.	Corporate	MGR - ENV COMPLIANCE	7/18/1990	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
BEAVER, KIPP G.	Corporate	SPEC II - TRANSPORT	5/14/2002	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
TOTTEN, KIRBY	Corporate	SR BUSINESS ANALYST	1/7/2006	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
FREEMAN, BRIAN K.	Corporate	ANALYST I - LAND	8/14/2006	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
SCHNAPP, PAUL A.	Corporate	VP - COMMERCIAL SVCS	10/29/2007	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
BRINES, ROBERT M.	Corporate	SR MGR-HLTHCARE/FNDS RPTG	11/9/1998	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
DAMBA, CAROL A.	Corporate	DIR-CONTRACT MGT & CREDIT	1/19/1999	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
NEAL, MARK E.	Corporate	MGR I - OPS SUPPORT	6/4/2001	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
OWENS, SAMANTHA J.	Corporate	MGR III - HR	2/6/2006	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
TONY, NOAH B.	Corporate	MGR II - ELEC ENGRG	2/1/2008	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
BOWERS, CODY J.	Corporate	SPEC III - ENVIRONMENTAL	1/18/2010	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
GORE, ROBERT W.	Corporate	SR MGR - PROPERTY	3/12/2007	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
TONY, BEVERLEY A.	Corporate	COORD I - A/P	10/22/2007	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
PERRY, MARILYN S.	Corporate	SR MGR - PURCHASING	2/8/1993	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
CREECH, GARY E.	Corporate	AGENT II - PURCHASING	12/4/2006	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
SPRY, DUSTIN W.	Corporate	AGENT III - PURCHASING	8/26/2008	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
ROBINSON, SHARON C.	Corporate	DIR-TRANSPORT & LOGISTICS	12/15/2001	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
BITZER, RICHARD D.	Corporate	SR SPEC - APPLICATIONS	12/19/2006	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
LUCHA, DALE F.	Corporate	VP - HR & LABOR RELATIONS	5/7/1984	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
CONSTANT, JAMES J.	Corporate	MGR - ENV SPECIAL PROJ	6/26/1990	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
COOK, MATTHEW G.	Corporate	VP - OPS WV CENTRAL REG	3/26/2007	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
STONE, CHRISTOPHER E.	Corporate	WINDOWS ADMINISTRATOR II	1/15/2007	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
HARVEY, BARRY S.	Corporate	DIR - MATERIALS MGT	7/24/2006	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
COULTER, FRANK R.	Corporate	ENGR I - ENV	8/1/2006	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
RUNYON JR., WILLIAM F.	Corporate	MGR I - PURCHASING	3/28/1977	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
PAYNE, EMILIEE J.	Corporate	SUPV II - ACCOUNTING	3/12/2007	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
ROSS, GREGORY A.	Corporate	DIR-PERM PLAN&ENG PROC	5/9/2005	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
MCCLANAHAN, ROBERT R.	Corporate	MGR II - QC	4/1/2008	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
DUVALL, MICHAEL E.	Corporate	DIR - ENGRG SVCS	2/6/2012	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
MOLES, EARL L.	Corporate	MGR II - ENV	6/1/2004	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
CARTE, DEBORAH	Corporate	COORD I - MATERIALS	5/8/2006	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
FLEMING, ROGER L.	Corporate	DIR - SF EQUIPMENT	8/19/2008	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
ELLISON, ROBIN L.	Corporate	SR COORD - PAYROLL	4/11/1978	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
KINDER, CARLOS K.	Corporate	MGR II - NETWORK SVCS	9/11/2006	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
PAULEY III, ARL W.	Corporate	ENGR I	6/12/1990	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
MCCOMAS, STEVE A.	Corporate	VP - SALES & BROKERAGE	2/4/2008	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
THOMPSON, NORMA H.	Corporate	MGR I - CAPITAL PLANNING	11/12/2007	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
DESROCHER, KENT R.	Corporate	VP - ENGINEERING	5/7/1984	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
KALOS, MITCHELL M.	Corporate	DIR - ENGINEERING	2/23/2004	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
DEHART, ROBERT M.	Corporate	DIR - PREPARATION	6/12/1987	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
DIXON, BENNY J.	Corporate	GENERAL MANAGER II SF	3/11/1974	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
HOFFMAN, RICHARD C.	Corporate	DIR - TAX	2/16/2009	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
WICK, BILLY F.	Corporate	ASSOC I - MAINT	5/18/2009	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
LINVILLE II, WILLIAM J.	Corporate	COORD I - MATERIALS	2/1/2010	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
LIONBERGER, KIMBERLY K.	Corporate	SR MGR - TAX	6/6/2011	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
MARTIN, SANDRA K.	Corporate	SR PARALEGAL	6/14/2011	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
MARINARO, DANA A.	Corporate	EXEC ASST TO PRES & CEO	10/13/2011	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
RUNYON, DAVID K.	Corporate	VP - SAFETY	10/10/2011	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
JONES, JOHNNY R.	Corporate	SVP OPS - WV SOUTH REGION	11/21/2011	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
WIREMAN, CARYN M.	Corporate	SR MGR - COMP & BENEFITS	2/1/2012	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
OJEDA, STEPHANIE L.	Corporate	VP & ASSOC GEN COUNSEL	5/13/2013	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
VANHOOSE, TINA R.	Corporate	ADMIN ASST I	7/16/2013	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
CARSWELL, ROBERT E.	Corporate	DIR - BUSINESS DEV	2/10/2014	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
COKER, DEREK A.	Corporate	MGR II - MAINT	4/1/2014	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
COWAN, ZACHARY C.	Corporate	MGR II - FIN RPTG	6/23/2014	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
COBB, KAREN L.	Corporate	ADMIN ASST III	10/1/2014	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
RANDOLPH, MELISSA R.	Corporate	MGR II - A/P & PAYROLL	12/1/2014	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
FIELDER, LYNN R.	Corporate	SR ASSOC - A/P	12/8/2014	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
NELSON, KATELYN A.	Corporate	ACCOUNTANT III	12/8/2014	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
FIELDS, LAURIE A.	Corporate	MGR III - CASH OPERATIONS	12/15/2014	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
CLARKE, CHRISTOPHER L.	Corporate	DIR -RISK MGT & WORK COMP	1/2/2015	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
COOPER, NATHAN L.	Corporate	ACCOUNTANT III	12/29/2014	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
CHANDLER, PAMELA S.	Corporate	SUPV II - ACCOUNTING	1/5/2015	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
WILLIS, KELSEY E.	Corporate	ACCOUNTANT III	1/5/2015	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
BANKS-JEFFRIES, SUZETTE M.	Corporate	SR ASSOC - A/P	1/5/2015	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
KIRK, JORDAN L.	Corporate	ACCOUNTANT II	1/5/2015	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
DEMARIA, MARY E.	Corporate	ACCOUNTANT II	1/30/2015	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
SHAIKH, REHAN C.	Corporate	ACCOUNTANT III	2/20/2015	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE

Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
SARVER, DWAYNE S.	Corporate	SR ACCOUNTANT	2/20/2015	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
FRY, MICHAEL G.	Corporate	LEAD TECH - ENV SF	3/2/2015	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
MCCOMAS, STEVEN T.	Corporate	SR ASSOC - A/P	4/1/2015	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
ROBINSON, JAMES W.	Corporate	DIR - QC	4/14/2015	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
COOKE, TERRI L.	Corporate	SR ASSOC - A/P	5/1/2015	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
PHILLIPS, LANITA L.	Corporate	RECEPTIONIST	5/7/2015	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
BOGGESS, NATHANIEL E.	Corporate	STUDENT INTERN		PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
TOTTEN, CASSANDRA J.	Corporate	STUDENT INTERN		PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
CUMMINGS, TAVIA S.	Corporate	ASSOC II - A/P MAIL ROOM	5/18/2015	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE
TALLEY, JENNIFER M.	Corporate	CONTROLLER	3/20/2006	PATRIOT COAL SERVICES LLC	PATRIOT COAL SERVICES	ACTIVE



Name - LFM	Union - Salary	Job Title	Hire Date	Company Name	Mine Name	PS Status Desc.
COPLEY, JENNINGS D.	Non-Union Hourly	COAL LOADER	12/2/2013	WILDCAT ENERGY LLC	JUPITER	ACTIVE
MUNCY, DOUGLAS G.	Non-Union Hourly	COAL LOADER	8/14/2014	WILDCAT ENERGY LLC	JUPITER	ACTIVE
KOUTSUNIS, KEVIN D.	Non-Union Hourly	DOZER OPERATOR	12/1/2014	WILDCAT ENERGY LLC	JUPITER	ACTIVE
GREEN, STEVEN L.	Non-Union Hourly	DOZER OPERATOR	11/6/2013	WILDCAT ENERGY LLC	JUPITER	ACTIVE
KINNEY, JAMES D.	Non-Union Hourly	DOZER OPERATOR	8/4/2003	WILDCAT ENERGY LLC	JUPITER	ACTIVE
FOX SR, JOHN H.	Non-Union Hourly	LEAD BLASTER	7/22/2013	WILDCAT ENERGY LLC	JUPITER	SICKNESS/ACCIDENT
ADKINS, JEREMY F.	Non-Union Hourly	COAL LOADER	7/22/2013	WILDCAT ENERGY LLC	JUPITER	ACTIVE
JOHNSON, HENRY M.	Non-Union Hourly	LUBE/FUELER	2/18/2014	WILDCAT ENERGY LLC	JUPITER	ACTIVE

**SCHEDULE 9.01(b)**

**Collective Bargaining Agreements**

1. 2013 Coal Wage Agreement between The United Mine Workers of America and Heritage Coal Company, LLC; Colony Bay Coal Company; Eastern Associated Coal, LLC; Mountain View Coal Company, LLC; Pine Ridge Mining, Inc.; Apogee Coal Company, LLC and Hobet Mining, LLC
2. 2013 Collective Bargaining Agreement between Gateway Eagle Coal Company, LLC and the International Union, United Mine Workers of America
3. 2013 Coal Wage Agreement between The United Mine Workers of America and Highland Mining Company, LLC Memorandum of Understanding between The United Mine Workers of America, International Union, and Patriot Coal Corporation

**SCHEDULE 9.01(c)**

**Employment Matters**

Employment Matters are disclosed on Schedule 3.13(a).

**Exhibit B**

Redline of Disclosure Statement to Third Amended Disclosure Statement

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

In re:	)	)	Chapter 11
	)	)	
PATRIOT COAL CORPORATION, <i>et al.</i> ,	)	)	Case No. 15-32450 (KLP)
	)	)	
Debtors. <sup>1</sup>	)	)	(Jointly Administered)
	)	)	

FOURTH AMENDED DISCLOSURE STATEMENT FOR DEBTORS' FOURTH AMENDED  
JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE

~~THIRD AMENDED DISCLOSURE STATEMENT FOR DEBTORS' THIRD AMENDED  
JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY  
CODE~~ THIS IS A SOLICITATION OF VOTES TO ACCEPT OR REJECT THE DEBTORS' FOURTH  
AMENDED JOINT PLAN OF REORGANIZATION PURSUANT TO CHAPTER 11 OF THE  
BANKRUPTCY CODE (AS MAY LATER BE AMENDED, SUPPLEMENTED, OR MODIFIED). ANY  
VOTES CAST TO ACCEPT OR REJECT THE INITIAL PLAN OF REORGANIZATION IN  
CONNECTION WITH THE PREVIOUS SOLICITATION RELATED THERETO SHALL BE  
DEEMED VOID AND WITHOUT EFFECT. THIS DISCLOSURE STATEMENT HAS NOT BEEN  
APPROVED BY THE BANKRUPTCY COURT. THE BANKRUPTCY WILL CONSIDER  
APPROVAL OF THIS DISCLOSURE STATEMENT FOLLOWING SOLICITATION AND IN  
CONJUNCTION WITH THE PLAN CONFIRMATION HEARING.

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*Counsel for the Debtors and Debtors in Possession*

Dated: ~~August 21~~ September 18, 2015

<sup>1</sup> A schedule of all Debtor entities is attached as Schedule 1 to this Disclosure Statement.

|

THE ~~Debtors are~~DEBTORS ARE PROVIDING THE INFORMATION IN THIS DISCLOSURE STATEMENT TO HOLDERS OF CLAIMS ~~and Interests~~AND INTERESTS FOR PURPOSES OF SOLICITING VOTES TO ACCEPT OR REJECT THE ~~Debtors'~~DEBTORS' JOINT PLAN OF ~~reorganization~~REORGANIZATION PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE. NOTHING IN THIS DISCLOSURE STATEMENT MAY BE RELIED UPON OR USED BY ANY ENTITY FOR ANY OTHER PURPOSE. ~~before~~BEFORE DECIDING WHETHER TO VOTE ~~for or against~~FOR OR AGAINST THE PLAN, EACH HOLDER ENTITLED TO VOTE SHOULD CAREFULLY CONSIDER ALL OF THE INFORMATION IN THIS DISCLOSURE STATEMENT, INCLUDING THE RISK FACTORS DESCRIBED IN Article X.

THE DEBTORS URGE EACH HOLDER OF A CLAIM OR INTEREST TO CONSULT WITH ITS OWN ADVISORS WITH RESPECT TO ANY LEGAL, FINANCIAL, SECURITIES, TAX, OR BUSINESS ADVICE IN REVIEWING THIS DISCLOSURE STATEMENT, THE PLAN, AND EACH PROPOSED TRANSACTION CONTEMPLATED BY THE PLAN. ~~FURTHERMORE, THE BANKRUPTCY COURT'S APPROVAL OF THE ADEQUACY OF THE INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE THE BANKRUPTCY COURT'S APPROVAL OF THE PLAN.~~

THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, CERTAIN EVENTS IN THE DEBTORS' CHAPTER 11 CASES, AND CERTAIN DOCUMENTS RELATED TO THE PLAN, ATTACHED HERETO OR INCORPORATED BY REFERENCE HEREIN. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THEY ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN FOR ALL PURPOSES. FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS' MANAGEMENT EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN, ATTACHED HERETO, OR INCORPORATED HEREIN BY REFERENCE IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

THE DEBTORS HAVE PREPARED THIS DISCLOSURE STATEMENT IN ACCORDANCE WITH SECTION 1125 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 3016(B), AND LOCAL BANKRUPTCY RULE 3016-1 AND ~~IS~~HAVE NOT NECESSARILY PREPARED IT IN ACCORDANCE WITH FEDERAL OR STATE SECURITIES LAWS OR OTHER SIMILAR LAWS.

IN PREPARING THIS DISCLOSURE STATEMENT, THE DEBTORS RELIED ON FINANCIAL DATA DERIVED FROM THE DEBTORS' BOOKS AND RECORDS AND ON VARIOUS ASSUMPTIONS REGARDING THE DEBTORS' BUSINESS. ALTHOUGH THE DEBTORS BELIEVE THAT SUCH FINANCIAL INFORMATION FAIRLY REFLECTS THE FINANCIAL CONDITION OF THE DEBTORS AS OF THE DATE HEREOF AND THAT THE ASSUMPTIONS REGARDING FUTURE EVENTS REFLECT REASONABLE BUSINESS JUDGMENTS, THE DEBTORS MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OF THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT OR ASSUMPTIONS REGARDING THE DEBTORS' BUSINESSES AND THEIR FUTURE RESULTS AND OPERATIONS. THE DEBTORS EXPRESSLY CAUTION READERS NOT TO PLACE UNDUE RELIANCE ON ANY FORWARD-LOOKING STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT.

THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE, AND SHOULD NOT BE CONSTRUED AS, AN ADMISSION OF FACT, LIABILITY, STIPULATION, OR WAIVER. THE DEBTORS MAY SEEK TO INVESTIGATE, FILE, AND PROSECUTE CLAIMS AND MAY OBJECT TO CLAIMS AFTER THE CONFIRMATION OR EFFECTIVE DATE OF THE PLAN IRRESPECTIVE OF WHETHER THIS DISCLOSURE STATEMENT IDENTIFIES SUCH CLAIMS OR OBJECTIONS TO CLAIMS.

THE DEBTORS ARE MAKING THE STATEMENTS AND PROVIDING THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT AS OF THE DATE HEREOF, UNLESS OTHERWISE SPECIFICALLY NOTED. ALTHOUGH THE DEBTORS MAY SUBSEQUENTLY UPDATE THE INFORMATION IN THIS DISCLOSURE STATEMENT, THE DEBTORS HAVE NO AFFIRMATIVE DUTY TO DO SO AND EXPRESSLY DISCLAIM ANY DUTY TO PUBLICLY UPDATE ANY FORWARD-LOOKING STATEMENTS, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE. HOLDERS OF CLAIMS AND INTERESTS REVIEWING THIS DISCLOSURE STATEMENT SHOULD NOT INFER THAT, AT THE TIME OF THEIR REVIEW, THE FACTS SET FORTH HEREIN HAVE NOT CHANGED SINCE THIS DISCLOSURE STATEMENT WAS FILED. INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT IS SUBJECT TO COMPLETION, MODIFICATION, OR AMENDMENT. THE DEBTORS RESERVE THE RIGHT TO FILE AN AMENDED OR MODIFIED PLAN AND RELATED DISCLOSURE STATEMENT FROM TIME TO TIME, SUBJECT TO THE TERMS OF THE PLAN.

THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

IF THE BANKRUPTCY COURT CONFIRMS THE PLAN AND THE EFFECTIVE DATE OCCURS, THE TERMS OF THE PLAN AND THE TRANSACTIONS CONTEMPLATED BY THE PLAN WILL BIND ALL HOLDERS OF CLAIMS AND INTERESTS (INCLUDING THOSE HOLDERS OF CLAIMS AND INTERESTS THAT DO NOT SUBMIT BALLOTS TO ACCEPT OR REJECT THE PLAN OR THAT ARE NOT ENTITLED TO VOTE ON THE PLAN).

~~THE SECURITIES DESCRIBED IN THIS DISCLOSURE STATEMENT WILL BE ISSUED WITHOUT REGISTRATION UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR ANY SIMILAR FEDERAL, STATE, OR LOCAL LAW, IN RELIANCE ON THE EXEMPTION SET FORTH IN SECTION 4 OF THE SECURITIES ACT OR ANOTHER EXEMPTION THEREUNDER. IN ACCORDANCE WITH SECTION 1125(E) OF THE BANKRUPTCY CODE, A DEBTOR OR ANY OF ITS AGENTS THAT PARTICIPATES, IN GOOD FAITH AND IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE BANKRUPTCY CODE, IN THE OFFER, ISSUANCE, SALE, OR PURCHASE OF A SECURITY, OFFERED OR SOLD UNDER THE PLAN, OF THE DEBTOR, OF AN AFFILIATE PARTICIPATING IN A JOINT PLAN WITH THE DEBTOR, OR OF A NEWLY ORGANIZED SUCCESSOR TO THE DEBTOR UNDER THE PLAN, ARE NOT LIABLE, ON ACCOUNT OF SUCH PARTICIPATION, FOR VIOLATION OF ANY APPLICABLE LAW, RULE, OR REGULATION GOVERNING THE OFFER, ISSUANCE, SALE, OR PURCHASE OF SECURITIES.~~

~~THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION (THE "SEC") HAS NOT APPROVED OR DISAPPROVED THIS DISCLOSURE STATEMENT, NOR HAS THE SEC PASSED UPON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT.~~



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## SCHEDULES

SCHEDULE 1 Debtor Entities

### EXHIBITS

EXHIBIT A Debtors' Joint Plan of Reorganization  
| EXHIBIT B ~~Disclosure Statement Order~~ [Blackline of Plan to Initial Plan](#)  
EXHIBIT C Corporate Structure of the Debtors as of the Petition Date  
| EXHIBIT D Rights Offerings Procedures  
EXHIBIT E Financial Projections for the Combined Company and the Liquidating Trust  
| EXHIBIT F ~~Liquidation Analysis~~ [\[Intentionally Omitted\]](#)  
EXHIBIT G [Intentionally Omitted]  
EXHIBIT H ~~Executed Blackhawk APA~~ [\[Intentionally Omitted\]](#)  
EXHIBIT I ~~Combined Company New ABL Term Sheet~~ [\[Intentionally Omitted\]](#)  
~~EXHIBIT J Description of the Combined Company First Lien L/C Facility~~  
| [EXHIBIT J](#) [\[Intentionally Omitted\]](#)  
EXHIBIT K Executed VCLF APA

ARTICLE I.  
EXECUTIVE SUMMARY

Patriot Coal Corporation (“Patriot”), a Delaware corporation, and certain of its affiliates, as debtors and debtors in possession (collectively, the “Debtors”) each filed with the United States Bankruptcy Court for the Eastern District of Virginia (the “Bankruptcy Court”) a voluntary petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “Chapter 11 Cases”) on May 12, 2015 (the “Petition Date”). The Chapter 11 Cases are jointly administered for procedural purposes only under lead case number 15-32450 (KLP).

The Debtors submit this disclosure statement (this “Disclosure Statement”) in accordance with section 1125 of the Bankruptcy Code to provide information regarding the Debtors’ ~~Third~~Fourth Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code (as amended, supplemented, or modified from time to time, the “Plan”), dated ~~August 21~~September 18, 2015. A copy of the Plan is attached to this Disclosure Statement as Exhibit A and incorporated herein by reference. All capitalized terms used but not otherwise defined in this Disclosure Statement have the meanings given to them in the Plan. The rules of interpretation set forth in Article I.B of the Plan govern the interpretation of this Disclosure Statement.

~~On August 21, 2015, the Bankruptcy Court entered an order [Docket No. 916] (the “Disclosure Statement Order”) (a) approving this Disclosure Statement as containing adequate information, (b) approving, among other things, the dates, procedures, and forms applicable to the process of soliciting votes on, and providing notice of, the Plan and certain vote tabulation procedures, (c) establishing the deadline for filing objections to the Plan, and (d) scheduling the hearing on confirmation of the Plan (“Confirmation”). The Disclosure Statement Order is attached hereto as Exhibit B.~~

On September 16, 2015, the Bankruptcy Court approved, contingent on the Debtors filing the Plan and this Disclosure Statement by September 18, 2015, (a) the scheduling

Aof a combined hearing to consider confirmation of the Plan (the “Confirmation and approval of this Disclosure Statement (the “Combined Hearing”)” is scheduled to be held before the Honorable Chief Judge Keith L. Phillips at 10:00 a.m., prevailing Eastern Time, on ~~September 16~~, October 5, 2015 in Courtroom 5100 at 701 East Broad Street, Richmond, Virginia, 23219, (b) the Debtors’ proposed procedures, dates, and forms applicable to the process of re-soliciting votes on the Plan, and (c) the Debtors’ proposed deadline for filing objections to the Plan. See [Docket No. 1309]. Additional information with respect to Confirmation is provided in Article VII of this Disclosure Statement.

After approval of the Debtors’ initial disclosure statement (the “Initial Disclosure Statement”), and the filing of the Debtors’ ~~Third~~ Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code (the “Initial Plan”), the Debtors negotiated an agreement with certain of their DIP Lenders to obtain the additional financing (subject to the closing of the Blackhawk Transaction) needed to fund the Debtors’ emergence and to facilitate consummation of the transactions contemplated by the Plan. Because this funding commitment required material changes to the Initial Plan, including adverse treatment to certain holders of Claims, the Debtors are re-soliciting votes from their creditors entitled to vote on the Plan. To that end, the Debtors have filed this Disclosure Statement and the Plan. A blackline comparing the Initial Plan to the Plan is attached to this Disclosure Statement as Exhibit B. Additionally, due to the further deterioration of the coal markets served by Blackhawk and the Debtors and in order to more accurately reflect the current market environment, certain changes were made to the financial projections of the Combined Company, including the downward adjustment of projected sales volumes and realized prices. These updated Combined Company projections are attached hereto as Exhibit E.

This Disclosure Statement contains, among other things, descriptions and summaries of certain provisions of, and financial transactions contemplated by, the Plan. Certain provisions of the Plan (and the descriptions and summaries contained herein) remain the subject of continuing negotiations among the Debtors and various parties, have not been finally agreed upon, and may be modified.

The Debtors believe that the compromises and transactions contemplated by the Plan are fair and equitable, maximize the value of the Debtors’ chapter 11 estates (collectively, the “Estates”), and provide the best recovery to claimholders. Accordingly, the Debtors ~~now seek~~are seeking the Bankruptcy Court’s approval of the Plan. ~~Before~~

~~soliciting acceptances of a proposed chapter 11 plan, however, section~~Section 1125 of the Bankruptcy Code requires a debtor to prepare a disclosure statement containing information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of that chapter 11 plan. The Debtors submit this Disclosure Statement in accordance with such requirements. This Disclosure Statement includes information about:

- the Debtors' corporate history and corporate structure, business operations, and prepetition capital structure and indebtedness (Article II hereof);
- events leading to the Chapter 11 Cases, including the Debtors' restructuring initiatives and negotiations (Article III hereof);
- material events in the Chapter 11 Cases (Article IV.B hereof); including the changes to the Plan from the Initial Plan and the rationale for such changes (Article IV.B.13 hereof);
- the classification and treatment of Claims and Interests under the Plan, including who is entitled to vote and how to vote on the Plan (Article V hereof);
- releases contemplated by the Plan that are integral to the overall settlement of Claims and Interests pursuant to the Plan (Article V hereof);
- ~~to the extent the VCLF Transaction or a higher or better transaction cannot be consummated, the implementation of the Liquidating Trust, which will undertake the liquidation of the Debtors' estates and administer the distribution of the Debtors' remaining assets and sale proceeds (Article VI hereof);~~
- the statutory requirements for confirming the Plan (Article VII hereof);
- the rights offering open to eligible holders of Allowed Prepetition LC Facility Claims and, if applicable, Allowed Prepetition Term Loan Facility Claims (Article IX hereof);
- certain risk factors holders of Claims and Interests should consider before voting to accept or reject the Plan (Article X hereof);
- ~~certain securities law matters, including with respect to the issuance of new interests under the Plan (Article XI hereof); and~~
- certain United States federal income tax consequences of the Plan (Article XII hereof); and
- amended financial projections of the Combined Company, updated since the filing of the Initial Plan (Exhibit E attached hereto).

In light of the foregoing, the Debtors believe this Disclosure Statement contains "adequate information" to enable a hypothetical reasonable investor to make an informed judgment about the Plan and complies with all aspects of section 1125 of the Bankruptcy Code. The Debtors further believe that the Plan is in the best interest of the Estates and, accordingly, recommend that you vote to accept the Plan.

**THIS EXECUTIVE SUMMARY ONLY PROVIDES A GENERAL OVERVIEW OF THIS DISCLOSURE STATEMENT AND THE MATERIAL TERMS OF, AND TRANSACTIONS PROPOSED BY, THE PLAN. THE EXECUTIVE SUMMARY IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE MORE DETAILED DISCUSSIONS APPEARING ELSEWHERE IN THIS DISCLOSURE STATEMENT AND THE EXHIBITS ATTACHED TO THIS DISCLOSURE STATEMENT, INCLUDING THE PLAN. THE DEBTORS STRONGLY RECOMMEND READING THE EXECUTIVE SUMMARY IN CONJUNCTION WITH THE ENTIRE DISCLOSURE STATEMENT AND THE PLAN.**

**A. Purpose and Effect of the Plan**

The Plan is predicated on, among other things, the proposed sale of a substantial majority of the Debtors' assets.

The Debtors are seeking to implement the Plan under chapter 11 of the Bankruptcy Code, which is the principal business reorganization chapter of the Bankruptcy Code. Under chapter 11 of the Bankruptcy Code, a debtor may reorganize its business for the benefit of its stakeholders. In addition to permitting the rehabilitation of a debtor, another goal of chapter 11 is to promote equality of treatment for similarly situated creditors and similarly situated equity interest holders with respect to the distribution of a debtor's assets.

The commencement of a chapter 11 case creates an estate comprising all legal and equitable interests of the debtors as of the commencement date. The Bankruptcy Code provides that a debtor may continue to operate its business and remain in possession of its property as a "debtor in possession."

The consummation of a plan is the principal objective of a chapter 11 case. A chapter 11 plan sets forth how a debtor will treat claims and equity interests, and a bankruptcy court's confirmation of a chapter 11 plan binds the debtor, any entity or person acquiring property under the plan, any creditor or equity security holder in a debtor, and any other entities and persons to the extent ordered by the bankruptcy court pursuant to the terms of the confirmed plan, whether or not such entity or person is impaired pursuant to the plan, has voted to accept the plan, or receives or retains any property under the plan. A chapter 11 plan divides claims and equity interests into "classes" according to their relative priority and other criteria.

**B. The Blackhawk Transaction, the VCLF Transaction, and the Overbid Process**

While the Debtors believe the transactions embodied in the Plan, including the Blackhawk Transaction, will ensure maximum recoveries for their stakeholders, the Debtors ~~have~~ received Court approval of bidding procedures whereby ~~the Debtors will conduct~~ a marketing process ~~giving a~~ gave potential purchasers an opportunity to "top" the stalking horse proposal embodied in the Plan (collectively, the "Bidding Procedures"). The Bidding Procedures ~~will allow~~ allowed any interested bidder to submit a proposal for some or all of the Debtors' assets on higher and better terms than those reflected in that certain Asset Purchase Agreement, dated June 22, 2015, by and among Blackhawk Mining LLC ("Blackhawk") and the Debtors (as amended, supplemented, or modified from time to time, the "Blackhawk APA" and the transaction contemplated by the Blackhawk APA, the "Blackhawk Transaction").

The Debtors' marketing efforts ~~to date~~ under the Bidding Procedures ~~have~~ proved to be fruitful, ~~and they are pleased to report that they have agreed to~~ resulting in an agreement for a third-party transaction in which the Virginia Conservation Legacy Fund and certain of its affiliates (collectively, "VCLF") would acquire the assets (excluding the Debtors' receivables) not proposed to be acquired in the Blackhawk Transaction and agree to assume certain liabilities excluded from the Blackhawk Transaction (~~such transaction as amended, supplemented, or modified from time to time,~~ the "VCLF Transaction"). ~~An asset purchase agreement reflecting the VCLF Transaction is attached hereto as Exhibit K.~~ As of the date hereof, the Debtors believe consummating the VCLF Transaction (subject to higher or better bids pursuant to the Bidding Procedures) is in the best interests of the estates and, together with the Blackhawk Transaction, facilitates the optimal available exit from the chapter 11 cases. To the extent the VCLF Transaction or a similar sale transaction cannot be consummated, however, the assets not acquired and the liabilities not assumed by Blackhawk in connection with the Blackhawk Transaction will vest in a Liquidating Trust, which, subject to the Claims compromised by the Plan, will assume all of the Debtors' liabilities and obligations excluded from the Blackhawk Transaction, continue to hold all permits not assigned to Blackhawk in connection with the Blackhawk Transaction for active and inactive mining operations that require reclamation activities, and manage all future reclamation activities.

The ~~further~~ market testing of the Plan, the Blackhawk Transaction, and the VCLF Transaction ~~is~~ was designed to ensure maximum recoveries for the Debtors' stakeholders, ~~and the Debtors are continuing to actively market their assets to maximize value for their stakeholders.~~ For more information on the Bidding Procedures and the Debtors' overbid process, please see Article IV.B.6 of this Disclosure Statement, entitled "Bidding Procedures and Overbid Process."

The Bid Procedures provided September 9, 2015, as the date of the Auctions (as defined below) if such Auctions were necessary, or such later date as determined by the Debtors upon notice to parties in interest. The Debtors have engaged in discussions with potential purchasers and, in order to facilitate these negotiations, filed the Notice of Adjournment of Auction [Docket No. 1243] (the “Auction Scheduling Notice”), extending (a) the time and date of the Auctions to September 21, 2015, at 10:00 a.m. (prevailing Eastern Time) and (b) the deadline for the Debtors to notify each bidder whether its bid is a “Qualified Bid” (the “Qualified Bid Deadline”) to September 18, 2015, at 5:00 p.m. (prevailing Eastern Time).

As of the date of filing this Disclosure Statement, the Debtors are actively negotiating with a third party regarding its bid for the Blackhawk Purchased Assets. The potential purchase price is currently contemplated to be paid 100 percent with cash. In accordance with the Bid Procedures Order, the Debtors have notified the Consultation Parties (as defined in the Bid Procedures Order) regarding the bid. If the Debtors choose this bid as the winning bid, the Debtors may implement the consummation of the Plan pursuant to the Payout Event as set forth therein.

**C. Treatment of Claims and Interests under the Plan**

The Plan organizes the Debtors’ creditor and equity constituencies into groups called “Classes.” For each Class, the Plan describes (a) the underlying “Claim” or “Equity Interest,” (b) the recovery available to the holders of Claims or Equity Interests (collectively, “Holders”) in that Class under the Plan, (c) whether the Class is “Impaired” under the Plan, meaning that each Holder will receive less than full value on account of its Claim or Equity Interest or that the rights of Holders under law will be altered in some way (~~such as e.g., receiving stock equity interests~~ instead of holding a Claim), and (d) the form of consideration (e.g., cash, equity interests, new debt, or a combination thereof), if any, that such Holders will receive on account of their respective Claims or Equity Interests.

The table below provides a summary of the classification, treatment, and estimated recoveries of Claims and Equity Interests under the Plan. The table provides this information for illustrative purposes only, is subject to material change based on contingencies related to the claims-reconciliation process, and is qualified in its entirety by reference to the provisions of the Plan. For a more detailed description of the treatment of Claims and Equity Interests under the Plan, see Article V of this Disclosure Statement, entitled “Summary of the Plan of Reorganization.”

**THE ESTIMATED PROJECTED RECOVERIES SET FORTH IN THE TABLE BELOW ARE ESTIMATES ONLY AND THEREFORE SUBJECT TO CHANGE. THE DEBTORS MAKE NO REPRESENTATIONS OR GUARANTEES AS TO THE ACCURACY OF THESE ESTIMATES.**

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**SUMMARY OF TREATMENT OF CLAIMS AND EQUITY INTERESTS AND ESTIMATED RECOVERIES**

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Class		Treatment of Claims and Interests	Estimated Aggregate Claims	Estimated Recovery
1	<b>Other Priority Claims</b>	(i) Payment in full in Cash on the effective date of the Plan (the “ <u>Effective Date</u> ”) or (ii) other treatment rendering the Claim Unimpaired.	\$1,182,002 <del>=</del> \$5,060,000	100%
2	<b>Secured Tax Claims</b>	(i) Payment in full in Cash on the Effective Date, (ii) commencing on the Effective Date and continuing over a period not exceeding five years	TBD <sup>2</sup>	100%

<sup>2</sup> ~~Fe~~The Governmental Bar Date is November 9, 2015. As of the date hereof, no Secured Tax Claims have been filed against or asserted against the Debtors.

**SUMMARY OF TREATMENT OF CLAIMS AND EQUITY INTERESTS AND ESTIMATED RECOVERIES**

Class		Treatment of Claims and Interests	Estimated Aggregate Claims	Estimated Recovery
		from the Petition Date, equal semi-annual Cash payments in an aggregate amount equal to such Allowed Secured Tax Claim, together with interest at the applicable non-default contract rate under non-bankruptcy law, subject to prepayment during such time period, or (iii) regular Cash payments in a manner not less favorable than the most favored nonpriority unsecured Claim provided for by the Plan.		
3	<b>Other Secured Claims</b>	(i) Payment in full in Cash on the Effective Date, (ii) collateral securing any such Allowed Other Secured Claim and payment of any interest required under section 506(b) of the Bankruptcy Code, or (iii) other treatment rendering the Claim Unimpaired.	\$4,759,814 = \$132,460,954 <sup>3</sup>	100%
4	<b>Prepetition ABL Facility Claims</b>	<del>(i) For</del> (i) If the Payout Event <sup>4</sup> occurs, a Pro Rata share of the pool of Cash resulting from the Payout Event after the funding of the Disputed Claims Reserve and payment of all Allowed (A) DIP Claims, (B) Administrative Claims, (C) Priority Tax Claims, and (D) Other Priority Claims (the “Payout Event Cash Pool”), up to the total face amount of Allowed Class 4 Claims  <u>or</u>  (ii) if the Payout Event does not occur, (A) for each Claim related to the Prepetition ABL Drawn LCs or any other unpaid Prepetition ABL Obligation: (A) repayment in Cash or (B) to the extent not	\$43,601,555 <sup>6</sup>	100%

<sup>3</sup> The upper range of this estimate reflects potential Claims of lessors under applicable state law to levy against the personal property situated on the land owned by such lessors.

<sup>4</sup> “Payout Event” means the implementation of a Winning Bid by a Winning Bidder in accordance with the Bidding Procedures (each as defined in the Bidding Procedures Order) in which the Winning Bidder has provided the Debtors with sufficient consideration (Cash or committed financing) to (a) indefeasibly satisfy the DIP Claims in full in Cash and (b) treat all other Claim Holders no less favorably than as otherwise provided by the Plan. For purposes of this summary table, the Estimated Recoveries assume that that Payout Event will not occur.



**SUMMARY OF TREATMENT OF CLAIMS AND EQUITY INTERESTS AND ESTIMATED RECOVERIES**

Class		Treatment of Claims and Interests	Estimated Aggregate Claims	Estimated Recovery
		repaid, conversion into loans drawn under the Combined Company New ABL <sup>5</sup> on a dollar-for-dollar basis; and <del>(#B)</del> for each Claim related to the Prepetition ABL Undrawn LC: <del>(A)</del> replacement with letter(s) of credit issued under the Combined Company <del>First Lien L/C Facility or under the Combined Company</del> New ABL; and/or <del>(BII)</del> such Prepetition ABL Undrawn LC will be deemed a letter of credit issued under the Combined Company New ABL in an equal stated face amount; and/or <del>(EIII)</del> credit support on terms and in amount reasonably acceptable to Blackhawk, the issuer of such Prepetition ABL Undrawn LC, and the Prepetition ABL Agent.		
5	Prepetition LC Facility Claims	<p><del>(i) For each Claim consisting of drawn amounts under</del> If the <del>Prepetition LC Facility</del> Payout Event occurs, a Pro Rata share of <u>the Payout Event Cash Pool after distribution to holders of Allowed Class 4 Claims, up to the total face amount of Allowed Class 5 Claims</u></p> <p><u>or</u></p> <p><del>Combined Company First Lien Term Loans; and (ii) for each Claim consisting of undrawn amounts under the Prepetition LC Facility, letters of credit issued under the Combined Company First Lien L/C Facility<sup>7</sup> or other credit support from the Combined Company First Lien Term Loan Facility.</del></p>	\$198,420,869.55 <sup>8</sup>	<p><u>80%<sup>9</sup> plus rights to participate in</u></p> <p><del>100%</del></p> <p><u>the Rights Offering</u></p>

<sup>6</sup> Net of \$662,400 in letters of credit that the Debtors anticipate will be returned prior to a transaction.

~~<sup>5</sup> The principal terms of the Combined Company New ABL are included in the Combined Company New ABL Term Sheet, attached hereto as **Exhibit I**.~~

~~<sup>7</sup> The principal terms of the Combined Company First Lien L/C Facility are included in Description of the Combined Company First Lien L/C Facility, attached hereto as **Exhibit J**. The Combined Company First Lien L/C Facility and additional terms will be further disclosed no later than in connection with the filing of the Plan Supplement on September 1, 2015.~~

**SUMMARY OF TREATMENT OF CLAIMS AND EQUITY INTERESTS AND ESTIMATED RECOVERIES**

Class		Treatment of Claims and Interests	Estimated Aggregate Claims	Estimated Recovery
		<u>(ii) if the Payout Event does not occur, (A) a Pro Rata share of \$155 million of the Combined Company Second Lien Term Loan and (B) rights to participate in the Rights Offering.</u>		
6	<b>Prepetition Term Loan Facility Claims</b>	<p>(i) <del>If the Payout Event occurs, a Pro Rata share of Combined Company Second Lien PIK Loans</del><u>the Payout Event Cash Pool after distribution to holders of Allowed Claims in Classes 4 and 5, up to the total face amount of Allowed Class 6 Claims</u></p> <p><u>or</u></p> <p>(ii) <u>if the Payout Event does not occur, (A) a Pro Rata share of the GUC Distribution Pool (as defined below) and (B) rights to participate in the</u> <del>First Lien</del> Rights Offering.</p>	\$246,875,000 <sup>10</sup>	<del>80%</del> <u>Greater than 0%</u> plus <del>R</del> rights to participate in the <del>First Lien</del> Rights Offering

<sup>8</sup> This amount does not include any accrued but unpaid interest and other unpaid fees, charges, costs, and expenses. The Debtors anticipate a \$6,182,494 reduction of a letter of credit under the Prepetition LC Facility. The amount reflected in this chart does not reflect such anticipated reduction.

<sup>9</sup> Based on face value recovery, i.e., the Class receiving \$155 million in face value of the Combined Company Second Lien Term Loan, relative to the estimated aggregate amount in Allowed Claims held by the Class, after taking into account the \$6,182,494 anticipated reduction under the Prepetition LC Facility described in Footnote 7 herein.

<sup>10</sup> This amount does not include accrued and unpaid interest and fees.

**SUMMARY OF TREATMENT OF CLAIMS AND EQUITY INTERESTS AND ESTIMATED RECOVERIES**

Class		Treatment of Claims and Interests	Estimated Aggregate Claims	Estimated Recovery
7	<b>Prepetition Notes Claims</b>	<p>(i) <del>If the Payout Event occurs, a Pro Rata share of Combined Company Second Lien PIK Loans and, to the extent the Holder is a Certified Eligible Holder, New</del> <u>Payout Event Cash Pool after distribution to holders of Allowed Claims in Classes 4, 5, and 6, up to the total face amount of Allowed Class B Units and 7 Claims</u></p> <p><u>or</u></p> <p><del>(ii) to the extent the Holder is a Certified Eligible Holder, rights to participate in the Second Lien Rights Offering.</del></p> <p><u>(ii) if the Payout Event does not occur, a Pro Rata share of the GUC Distribution Pool.</u></p>	\$305,504,339	<del>3.27% plus New Class B Units and Rights</del> <u>Greater than 0% to participate in the Second Lien Rights Offering</u>
8	<b>General Unsecured Claims</b>	<p><u>(i) If the Payout Event occurs, a Pro Rata share of the Payout Event Cash Pool after distribution to holders of Allowed Claims in Classes 4, 5, 6, and 7</u></p> <p><u>or</u></p> <p><del>(ii)</del> <u>(i) if the Payout Event does not occur, a Pro Rata share of the “GUC Distribution Pool,” i.e., (A) if the VCLF Transaction is consummated, the VCLF Equity Grant in accordance with the terms set forth in Section 7.12 the VCLF APA; or (B</u></p> <p><del>(ii)</del> <u>(ii) if the VCLF Transaction is not consummated, the Liquidating Trust Units, subject to the Liquidating Trust Funding Mechanism.</u></p>	\$83,194,599,296 <sup>11</sup>	Greater than 0%
9	<b>Intercompany Claims</b>	No distribution.	\$6,445,910,343	0%
10	<b>Intercompany Interests</b>	No distribution.	N/A	0%
11	<b>Equity Interests</b>	No distribution.	N/A	0%

<sup>11</sup> Such amounts reflect Filed General Unsecured Claims as of the Claims Bar Date as of the date hereof, net of adjustments for Claims objections, filed on August 17, 2015.

#### D. Recovery Analysis

In developing the Plan, the Debtors gave due consideration to various restructuring alternatives.

With the assistance of their professional advisors, the Debtors conducted careful reviews of their current operations, prospects as an ongoing business, financial projections, the Blackhawk Transaction, the VCLF Transaction, and estimated recoveries in a chapter 7 liquidation scenario. ~~Consistent with the liquidation analysis prepared by the Debtors with the assistance of their advisors (see Exhibit F attached hereto), the~~ The Debtors believe that any alternative to Confirmation, such as a chapter 7 liquidation, could result in significant delays, litigation, and additional costs and could negatively affect value by causing unnecessary uncertainty with the Debtors' key customers, potentially reducing the recoveries for all holders of Claims.

#### E. Voting on the Plan

##### 1. Holders of Claims Entitled to Vote on the Plan

This Disclosure Statement is being transmitted to certain Holders for the purpose of soliciting votes on the Plan and to others for informational purposes. The purpose of this Disclosure Statement is to provide adequate information to enable holders of Claims that are entitled to vote on the Plan to make a reasonably informed decision with respect to the Plan prior to exercising their right to vote to accept or reject the Plan.

~~By the Disclosure Statement Order, the Bankruptcy Court approved this Disclosure Statement as containing information of a kind and in sufficient and adequate detail to enable holders of Claims that are entitled to vote on the Plan to make informed judgments with respect to acceptance or rejection of the Plan. The Bankruptcy Court's approval of this Disclosure Statement does not constitute either a guarantee of the accuracy or completeness of the information contained herein or an endorsement of the Plan by the Bankruptcy Court.~~

All holders of Claims are encouraged to read this Disclosure Statement, its exhibits, and the Plan Supplement ~~filed prior to the Voting Deadline~~ carefully and in their entirety before, if applicable, deciding to vote either to accept or to reject the Plan. This Disclosure Statement contains important information about the Plan, considerations pertinent to acceptance or rejection of the Plan and developments concerning the Chapter 11 Cases. The documents comprising the original Plan Supplement ~~will be were~~ filed no later than on or about September 1, 2015, [Docket No. 1047], and will include: included the Blackhawk LLC Agreement, VCLF Transaction Documents (excluding the VCLF APA), term sheets identifying the material terms of the ~~the~~ Amended Combined Company Debt Documents, the Backstop Commitment Agreements, the Liquidating Trust New ABL Term Sheet, the Combined Company First Lien L/C Facility Term Sheet, the Combined Company Second Lien PIK Loan Term Sheet, the Combined Company Third Lien PIK Loan Term Sheet, the VCLF Financial Projections, the VCLF List of Officers and Directors, VCLF Operating Agreement (together with the VCLF Financial Projections, the VCLF List of Officer and Directors, the VCLF APA, and ~~the Schedule of Assumed Executory Contracts and Unexpired Leases.~~

~~This Disclosure Statement, the other materials included in the Solicitation Package, and the Plan Supplement comprise the only documents authorized by the Bankruptcy Court to be used in connection with the solicitation of votes on the Plan. No solicitation of votes may be made except after distribution of this Disclosure Statement.~~

all other documents necessary to consummation of the VCLF Transaction, each as amended or modified, collectively, the "VCLF Transaction Documents"). Additional VCLF Transaction Documents, consistent with Exhibit K-1 attached hereto, will be filed prior to the Confirmation Hearing. The Amended Combined Company New ABL Term Sheet, the Combined Company First Lien L/C Facility Term Sheet, the Combined Company Second Lien PIK Loan Term Sheet, and the Combined Company Third Lien PIK Loan Term Sheet, as included as exhibits to the original Plan Supplement, are no longer relevant for informing creditors of their recoveries under the Plan. Rather, to the extent applicable, creditors should review the Transaction Term Sheet [Docket No. 1283] (the "Transaction Term Sheet"), filed by the Debtors on September 15, 2015, comprising term sheets for, respectively, (a) the Combined Company First Lien Term Loan and the Combined Company 1.5 Lien Term Loan,

(b) the Combined Company Second Lien Term Loan, and (c) the Rights Offering. The Debtors anticipate further supplementing the Plan Supplement in advance of the Confirmation Hearing and reserve the right to amend, supplement, and modify all documents included or to be included in the Plan Supplement.

Certain of the information contained in this Disclosure Statement is by its nature forward-looking and contains estimates, assumptions, and projections that may be materially different from actual and future results. This Disclosure Statement contains projections of future performance of the Combined Company and, if the VCLF Transaction cannot be consummated, projections of the future performance of the Liquidating Trust, as set forth in **Exhibit E** attached hereto. ~~The Debtors will disclose a form of VCLF'S financial projections acceptable to VCLF in connection with the filing of the Plan Supplement.~~ A form of VCLF'S financial projections is attached to the Plan Supplement as Exhibit K [Docket No. 1047, Ex. F], with the Debtors reserving the right to file or submit revised financial projections prior to the Confirmation Hearing. Due to the further deterioration of the coal markets and in order to more accurately reflect the current market environment, certain changes may be made to such financial projections, including the downward adjustment of projected sales volumes and realized prices. Other events may occur subsequent to the date hereof that may have a material impact on the information contained in this Disclosure Statement. Except as expressly stated, the Debtors do not intend to update the Disclosure Statement, including, without limitation, the Financial Projections- (as defined below). Thus, neither the Disclosure Statement nor the Financial Projections will reflect the impact of any subsequent events, including any not already accounted for in the assumptions underlying the Financial Projections. Further, the Debtors do not anticipate that any updates, amendments, or supplements to this Disclosure Statement will be distributed to reflect such occurrences. Accordingly, the delivery of this Disclosure Statement does not imply that the information herein is correct or complete as of any time subsequent to the date hereof.

EXCEPT WHERE SPECIFICALLY NOTED, THE FINANCIAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS NOT BEEN AUDITED BY A CERTIFIED PUBLIC ACCOUNTANT AND HAS NOT BEEN PREPARED IN ACCORDANCE WITH GENERALLY ACCEPTED ACCOUNTING PRINCIPLES.

In general, a holder of a claim or equity interest may vote to accept or reject a chapter 11 plan if (i) no party in interest has objected to such claim or interest (or the claim or interest has been allowed subsequent to any objection or estimated for voting purposes), (ii) the claim or interest is impaired by the plan and (iii) the holder of such claim or interest will receive or retain property under the plan on account of such claim or interest. The holders of Claims in the following Classes are entitled to vote on the Plan:

- Class 4 (Prepetition ABL Facility Claims)
- Class 5 (Prepetition LC Facility Claims)
- Class 6 (Prepetition Term Loan Facility Claims)
- Class 7 (Prepetition Notes Claims)
- Class 8 (General Unsecured Claims)

In general, if a claim is unimpaired under a chapter 11 plan, section 1126(f) of the Bankruptcy Code deems the holder of such claim to have accepted the plan and thus the holders of claims in such unimpaired classes are not entitled to vote on the plan. Because the following Classes are Unimpaired under the Plan, the holders of Claims in these Classes are not entitled to vote:

- Class 1 (Other Priority Claims)
- Class 2 (Secured Tax Claims)
- Class 3 (Other Secured Claims)

In general, if the holder of an impaired claim or impaired interest will not receive any distribution or retain any property under a chapter 11 plan in respect of such claim or interest, section 1126(g) of the Bankruptcy Code deems the holder of such claim or interest to have rejected the plan, and thus the holders of claims and interests in such classes are not entitled to vote on the plan. The holders of Claims and Interests in the following Impaired Classes are thus conclusively presumed to have rejected the Plan and are therefore not entitled to vote:

- Class 9 (Intercompany Claims)
- Class 10 (Intercompany Interests)
- Class 11 (Equity Interests)

If you are entitled to vote, after carefully reviewing the Plan, this Disclosure Statement, and the detailed instructions accompanying your Ballot, please indicate your acceptance or rejection of the Plan by checking the appropriate box on the enclosed Ballot. Please complete and sign your original Ballot (copies with non-original signatures will not be accepted) and ~~return~~ submit it ~~in~~ pursuant to the ~~envelope provided~~ instructions set forth on the Ballot. You must provide all of the information requested by the appropriate Ballot. Failure to do so may result in disqualification of your vote on such Ballot. Holders of Claims or Interests that fail to vote are not counted as either accepting or rejecting the Plan.

Each Ballot has been coded to reflect the Class of Claims that it represents. Accordingly, in voting to accept or reject the Plan, you must use only the coded Ballot sent to you with this Disclosure Statement.

The Debtors have retained Prime Clerk LLC (“Prime Clerk”) as their solicitation agent to assist with the voting process. If you have any questions concerning the procedure for voting your Claim or the packet of materials that you have received or the amount of your Claim or if you wish to obtain (at no charge) a printed copy of the Plan, this Disclosure Statement, or any appendices or exhibits to such documents, please contact Prime Clerk at (844) 864-0639 or, for international callers, (929) 342-0754. Such materials will also be available, free of charge, on the Debtors’ case-information website (located at <https://cases.primeclerk.com/PatriotCoal>).

IN THE CASE OF EACH VOTER OTHER THAN BENEFICIAL HOLDERS, IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST PROPERLY COMPLETE YOUR BALLOT AS SET FORTH ABOVE AND IN ACCORDANCE WITH THE VOTING INSTRUCTIONS ON THE BALLOT, AND PRIME CLERK MUST **ACTUALLY RECEIVE** THE BALLOT ON OR BEFORE ~~SEPTEMBER 11~~ OCTOBER 2, 2015, AT 4:00 P.M.<sub>-2</sub> (PREVAILING EASTERN TIME), (THE “VOTING DEADLINE”) ~~BY U.S. MAIL OR OTHER HAND-DELIVERY SYSTEM~~ VIA ELECTRONIC, ONLINE TRANSMISSION THROUGH THE CUSTOMIZED “E-BALLOT” SECTION ON THE DEBTORS’ CASE WEBSITE LOCATED AT ~~THE FOLLOWING ADDRESS:~~ <https://cases.primeclerk.com/PatriotCoal>.

<p style="text-align: center;"><u>Patriot Coal Ballot Processing</u> <u>c/o Prime Clerk LLC</u> <u>830 Third Avenue, 9th Floor</u> <u>New York, New York 10022</u></p>
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**BALLOTS RECEIVED AFTER THE VOTING DEADLINE MAY NOT BE COUNTED. YOU SHOULD NOT DELIVER YOUR BALLOT DIRECTLY TO THE DEBTORS, THE BANKRUPTCY COURT, THE CREDITORS’ COMMITTEE, COUNSEL TO THE DEBTORS, OR ANYONE OTHER THAN PRIME CLERK.**

**IN THE CASE OF BENEFICIAL HOLDERS, IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE RETURN YOUR BENEFICIAL BALLOT TO YOUR NOMINEE SO THAT THE NOMINEE WILL RECEIVE SUCH BALLOT IN SUFFICIENT TIME TO ENABLE PROCESSING THE BENEFICIAL BALLOT, INCORPORATING THE RESULTS IN A MASTER BALLOT, AND RETURNING SUCH BALLOT TO PRIME CLERK BY THE VOTING**

**DEADLINE** ~~—~~ VIA U.S. MAIL OR OTHER HAND-DELIVERY SYSTEM AT THE FOLLOWING ADDRESS:

Patriot Coal Ballot Processing  
c/o Prime Clerk LLC  
830 Third Avenue, 9th Floor  
New York, New York 10022

**F. Combined Hearing and Re-Solicitation**

Section 1128 of the Bankruptcy Code requires a bankruptcy court to hold a hearing, after notice, on confirmation of a chapter 11 plan. On August 21, 2015, the Bankruptcy Court entered an order [Docket No. 916] that, among other things, (a) approved the Initial Disclosure Statement, (b) approved procedures for the solicitation of votes on the Initial Plan, which solicitation process was accordingly conducted by the Debtors, and (c) scheduled a hearing on confirmation of the Initial Plan. As disclosed in Article X.B.5 of the Initial Disclosure Statement, at the time of filing the Initial Disclosure Statement, the Debtors were in preliminary discussions with the DIP Lenders and Blackhawk regarding an increase in size of the DIP Facility by up to approximately \$30 million to enable the Debtors to fund all emergence costs, including payment of all Cure Costs, Administrative Claims, and Priority Claims. These negotiations resulted in an agreement that provided for such financing commitments (subject to the Blackhawk Transaction closing) that required material changes to the Initial Plan, requiring the Debtors to re-solicit votes on the Plan.

Pursuant to section 105(d)(2)(B)(vi) of the Bankruptcy Code, the hearing to consider confirmation of a plan may be combined with the hearing on approval of a disclosure statement under section 1125 of the Bankruptcy Code. On September 15, 2015, the Debtors filed a motion for entry of an order to, among other things, establish October 2, 2015, as the deadline for voting on a revised plan and schedule a combined hearing to consider the approval of a revised plan and disclosure statement [Docket No. 1275] (the “Scheduling Motion”). The Debtors sought Bankruptcy Court approval pursuant to the Scheduling Motion to hold a combined hearing to consider confirmation of the Plan and approval of the Disclosure Statement. On September 16, 2015, the Bankruptcy Court approved the following timeline, contingent on the Debtors filing the Plan and this Disclosure Statement by September 18, 2015. See [Docket No. 1309].

<u>Solicitation and Confirmation Timeline</u>	
<u>August 18, 2015</u>	<u>Record date for voting on the Plan.</u>
<u>September 28, 2015</u>	<u>Deadline to object to the Plan and/or the Disclosure Statement.</u>
<u>October 2, 2015</u>	<u>Deadline to vote on the Plan.</u>
<u>October 5, 2015</u>	<u>Combined hearing on approval of the Disclosure Statement and confirmation of Plan.</u>

**F.G. Confirmation Hearing and Deadline for Objections to Confirmation**

In accordance with ~~section~~sections 105(d)(2)(B)(vi) and 1128 of the Bankruptcy Code and Bankruptcy Rule 3017(c), the Bankruptcy Court has scheduled the ~~hearing to consider Confirmation (the “Confirmation Combined Hearing”)~~ for ~~September 16~~October 5, 2015, at ~~10:00~~10:00 a.m., prevailing Eastern Time, before the Honorable ~~Chief Judge~~Keith L. Phillips, United States Bankruptcy Judge, at the United States Bankruptcy Court for the Eastern District of Virginia, 701 East Broad Street, Courtroom 5100, Richmond, Virginia 23219. The Bankruptcy Court may adjourn the Confirmation Hearing from time to time (i) prior to the Confirmation Hearing by posting notice of the adjournment on the docket for the Chapter 11 Cases and (ii) at the Confirmation Hearing without further notice except for a notice filed on the Bankruptcy Court’s docket or an announcement of the adjournment date made at the Confirmation Hearing or at any subsequently adjourned Confirmation Hearing.

~~In accordance with the Disclosure Statement Order~~ Pursuant to the [Scheduling Motion](#), any objection to Confirmation must be filed with the Bankruptcy Court and served so as to be **actually received** on or before 4:00 p.m., prevailing Eastern Time, on September ~~9~~, 28, 2015, by:

- (a) Office of the United States Trustee for the Eastern District of Virginia (the “U.S. Trustee”), 701 East Broad Street, Suite 4304, Richmond, Virginia 23219, Attn: Robert B. Van Arsdale;
- (b) Office of the United States Trustee, 1835 Assembly Street, Suite 953, Columbia, South Carolina 29201, Attn: Elisabetta G. Gasparini;
- (c) Patriot Coal Corporation, 63 Corporate Centre Drive, Scott Depot, West Virginia 25560 Attn: Joseph W. Bean;
- (d) co-counsel for the Debtors, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn: Stephen E. Hessler and Patrick Evans; and Kirkland & Ellis LLP, 300 North LaSalle, Chicago, Illinois 60654, Attn: Ross M. Kwasteniet;
- (e) co-counsel for the Debtors, Kutak Rock LLP, 1111 East Main Street, Suite 800, Richmond, Virginia 23219, Attn: Michael A. Condules, Peter J. Barrett, and Jeremy S. Williams;
- (f) proposed counsel for the Official Committee of Unsecured Creditors, Morrison & Foerster, LLP, 250 West 55th Street, New York, New York 10019, Attn: Lorenzo Marinuzzi, Jennifer L. Marines, Jordan Wishnew, and John T. Weber;
- (g) counsel for the lenders under the Debtors’ debtor-in-possession financing facility, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, Attn: Thomas M. Mayer and Gregory G. Plotko;
- (h) counsel for the agent for the Prepetition ABL credit facility, Simpson Thacher & Bartlett LLP, 425 Lexington Avenue, New York, New York 10017, Attn: Sandy Qusba;
- (i) counsel for the agent for the Prepetition LC Facility, Skadden, Arps, Slate, Meagher & Flom LLP, Four Times Square, New York, New York 10036-6522, Attn: Ken Ziman;
- (j) counsel for the agent to the Prepetition Term Loan Facility, Brown Rudnick LLP, One Financial Center, Boston, Massachusetts 02111, Attn: Jeffrey L. Jonas, Esq.;
- (k) counsel for the second-lien notes trustee, Dorsey & Whitney LLP, 51 West 52nd Street, New York, New York 10005, Attn: Eric Lopez Schnabel and Alessandra Glorioso; and Dorsey & Whitney LLP, 50 South Sixth Street, Suite 1500, Minneapolis, Minnesota 55402, Attn: Steven J. Heim and Darryn C. Beckstrom;
- (l) counsel for Blackhawk Mining LLC, Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022, Attn: Mitchell A. Seider and David Hammerman; and
- (m) counsel for VCLF, Pillsbury Winthrop Shaw Pittman LLP, 1200 Seventeenth Street, NW Washington, DC 20036, Attn: Patrick Potter and Andrew Troop.

## ARTICLE II. DESCRIPTION AND HISTORY OF BUSINESS

### A. Patriot’s History and Businesses

Patriot is a leading producer and marketer of coal in the United States, with operations and coal reserves in the Northern and Central Appalachia basin (in West Virginia and Ohio) and coal reserves in the Illinois basin.



Patriot's principal business is the mining, preparation, and sale of metallurgical coal and thermal coal. Patriot supplies different qualities of coal to a diverse base of domestic and international customers. Patriot sells metallurgical coal products to steel mills and independent coke producers, where they are blended with other coals in a chemical process that produces coke for the manufacture of steel. Patriot sells various thermal coal products to electricity generators with the appropriate boiler, emission control, and transportation equipment to produce either electricity or steam, or both.

Prior to October 31, 2007, Patriot and a number of its subsidiaries were wholly owned subsidiaries of Peabody Energy Corporation ("Peabody"), which at the time was the world's largest privately owned coal company. On October 31, 2007, Patriot was spun off from Peabody through a dividend of all outstanding shares of Patriot, and Patriot became a separate, public company, listed on the New York Stock Exchange (although it is no longer a public company). On July 23, 2008, Patriot acquired Magnum Coal Company ("Magnum"). At the time of this acquisition, Magnum (which had on its balance sheet substantial assets and liabilities previously acquired from Arch Coal, Inc. ("Arch")) was one of the largest coal producers in Central Appalachia, controlling more than 600 million tons of proven and probable coal reserves.

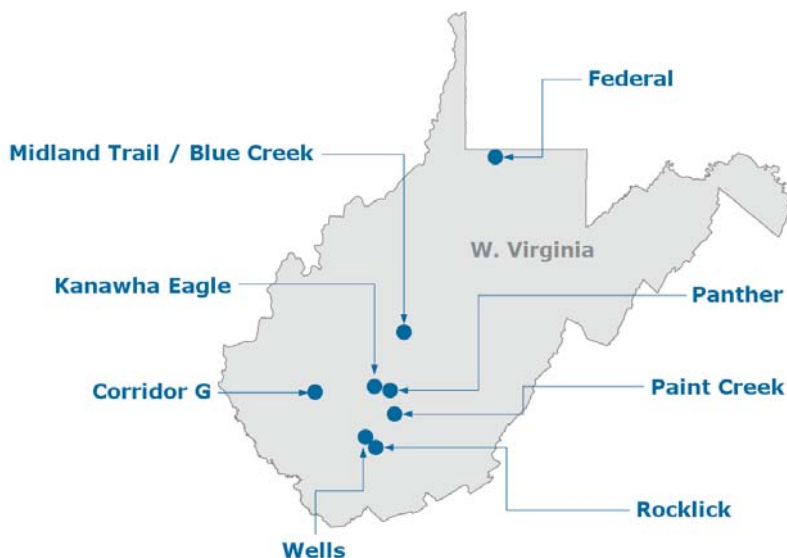
## **1. Operations Overview**

The Debtors have eight active mining complexes located in West Virginia, which include company-operated mines, a contractor-operated mine, and coal preparation and loading facilities. The Debtors are organized under the laws of the States of Virginia, Delaware, Kentucky, and West Virginia.

In 2014, the Debtors sold approximately 22.4 million tons of coal, of which approximately 68 percent was sold to domestic and global electricity generators and industrial customers and approximately 32 percent was sold to domestic and global steel and coke producers. Export sales were approximately 44 percent of the Debtors' total volume in 2014. The Debtors ship coal to electricity generators, industrial users, steel mills, and independent coke producers, as well as brokers that ultimately sell the coal to these same types of customers. The coal is shipped via various company-owned and third-party loading facilities, multiple rail and river transportation routes and ocean-going vessels. As of December 31, 2014, the Debtors had an estimated 1.4 billion tons of proven and probable coal reserves—including owned and leased assets in the Northern and Central Appalachia basin (in West Virginia and Ohio) and Illinois basin (in Kentucky and Illinois)—approximately 36 percent of which the Debtors own and approximately 64 percent of which the Debtors control through leases.

The Debtors employ approximately 2,870 individuals on a full-time basis and approximately 6 individuals on a part-time basis (collectively, the "Employees"), of which approximately 900 are represented by the United Mine Workers of America (the "UMWA") through collective bargaining agreements (collectively, the "UMWA Employees"). The Employees include miners, engineers, truck drivers, mechanics, electricians, administrative support staff, managers, directors, and executives. Approximately 58 percent of the Debtors' non-union Employees are paid on an hourly basis (collectively, the "Hourly Employees") and approximately 42 percent receive a salary (collectively, the "Salaried Employees," and together with the Hourly Employees, the "Non-Union Employees"). The Debtors additionally supplement their Employees by hiring certain temporary mine workers, operational labor, mail clerks, receptionists, and accountants (collectively, the "Independent Contractors").

The following map displays the location of the Debtors' operating mining complexes.



## 2. Federal- and State-Level Government Regulations and Cost of Compliance

Federal and state regulatory authorities impose obligations on the coal mining industry in a wide array of areas, including, but not limited to, employee health and safety, permitting and licensing requirements, environmental protection, the reclamation and restoration of mining properties after mining has been completed, surface subsidence from underground mining, and the effect of mining on surface and ground water quality and availability. Over the past several years, the Debtors have incurred hundreds of millions of dollars of costs to comply with new regulations, new interpretations of existing laws and regulations, and court orders resulting from citizen lawsuits brought by nongovernmental organizations.

Regulatory agencies and nongovernmental organizations have been increasingly focused on the effects of surface mining on the environment, particularly as it relates to water quality, resulting in more rigorous and expensive permitting and compliance requirements and more stringent enforcement efforts. As further discussed in Article III.B.2 of this Disclosure Statement, the Debtors were ordered to install water treatment facilities at a number of their mining complexes to settle a lawsuit brought by nongovernmental organizations. Further, in July 2011, the United States Environmental Protection Agency (the “EPA”) issued guidance under the Clean Water Act (the “CWA”) with respect to “conductivity levels” (which reflect levels of salt, sulfides and other chemical constituents present in the water). Though the conductivity guidance was struck down by the United States District Court for the District of Columbia, nongovernmental organizations have filed suit against the Debtors for conductivity-related concerns at certain mines operated by the Debtors.

## 3. Collective Bargaining Agreements

As part of the 2012–13 Restructuring (as defined below), certain Debtors entered into new collective bargaining agreements with the UMWA (collectively, the “CBAs”), discussed in more detail in Article II.B.1 of this Disclosure Statement. The CBAs govern, among other things, wages, certain employee and retiree benefits, and working conditions with respect to the relevant Debtors.

Eight of the Debtors are signatories to master CBAs, consisting of identical terms, with the UMWA (the “Master CBAs”). The signatories to the Master CBAs include (a) Heritage Coal Company, LLC (“Heritage”), (b) Colony Bay Coal Company (“Colony”), (c) Eastern Associated Coal, LLC (“Eastern”), (d) Mountain View Coal Company, LLC (“Mountain View”), (e) Pine Ridge Coal Company, LLC (“Pine Ridge”), (f) Rivers Edge Mining, Inc. (“Rivers Edge”), (g) Apogee Coal Company, LLC (“Apogee”), and (h) Hobet Mining, LLC (“Hobet”). The Master CBAs cover approximately 725 Employees, including certain of those at the Rocklick - Black Oak mine,

the Corridor G - Hobet/Job 21 mine, the Federal mining complex, and the Logan County mining complex. The Master CBAs for five of the eight Master CBAs cover operations that have no remaining employees and have been shut down (in some cases, for up to 20 years)—specifically, the Master CBAs with Heritage, Colony, Mountain View, Pine Ridge, and Rivers Edge.

Debtor Gateway Eagle Coal Company, LLC is a signatory to a separate CBA that covers approximately 166 Employees at four mines: Rocklick - Gateway Eagle; Rocklick - Farley Eagle (no longer operational); Wells - Campbells Creek No. 10; and Wells - Sugar Maple (no longer operational) (the “Gateway CBA”). Debtor Highland Mining Company is also a signatory to a separate CBA with the UMWA (the “Highland CBA”), however, the Debtors have entered into asset purchase agreements for the sale of permits and associated property rights for the Highland mining complex, as discussed in Article III.C of this Disclosure Statement, with the Highland mine ceasing all operations in the near term. The Debtors accordingly expect that no Employees will be covered under the Highland CBA.

As further described in Article IV.B.10.b below, on July 16, 2015, the Debtors filed a motion seeking to, among other things, authorize, but not direct, the Debtors to reject the CBAs [Docket No. 524] (the “1113/1114 Motion”). ~~A hearing to consider the 1113/1114 Motion is currently expected to commence during the first week of September 2015.~~ A hearing to consider the 1113/1114 Motion was scheduled for September 1, 2015, but the Bankruptcy Court delayed ruling in order for the parties to continue negotiations. This additional time proved critical, and the parties reached a settlement contemplating, among other things, Blackhawk’s and VCLF’s entry, respectively, into new collective bargaining agreements with the UMWA and an agreed order authorizing the Debtors to reject their existing CBAs.

#### **4. Retiree Obligations and Other Labor-Related Liabilities**

The Debtors provide all active Non-Union Employees with the ability to participate in a 401(k) program (the “401(k) Plan”), and certain of their non-union retirees participate in a voluntary employees’ beneficiary association (a “VEBA”) providing retiree healthcare benefits (the “Non-Union Retiree VEBA”). The Debtors additionally provide all active UMWA Employees with the ability to participate in a qualified retirement benefit plan designed to provide supplemental income to Employees after retirement (the “Union Savings Plan”). Additionally, nine of the Debtors have payment obligations to a defined benefit multiemployer pension plan (the “1974 Pension Plan,” and together with the Union Savings Plan, the “UMWA Retirement Plans”) in accordance with the Master CBAs and to a VEBA providing additional retiree healthcare benefits (the “UMWA VEBA”). Finally, the Debtors also make contributions and provide retiree healthcare benefits to certain former UMWA Employees pursuant to the Coal Act, as described more fully in Article III.B.3 hereof. The expense related to the 1974 Pension Plan was \$20.8 million in 2012, \$20.6 million in 2013, and \$16.8 million in 2014. In 2014, the Debtors also contributed approximately \$3.5 million on account of the Union Savings Plan, approximately \$8.2 million on account of the UMWA VEBA, approximately \$10.0 million on account of the 401(k) Plan, and approximately \$696,000 on account of the Non-Union Retiree VEBA.

The Debtors match each Employee’s 401(k) Plan contribution dollar-for-dollar in an amount up to 6 percent of such Employee’s semimonthly compensation. The Debtors also make defined contributions toward the Union Savings Plan in an amount equal to 3 or 6 percent of each UMWA Employee’s semimonthly compensation, with such percentage depending on the hiring date of the Employee, and defined contributions to the UMWA 1974 Pension Plan, with such amounts depending, in part, on the total number of hours worked by such Employees.

As discussed further below, Peabody has provided credit support with respect to certain of these retirement obligations by applying for the issuance of supporting letters of credit. Like other coal companies, the Debtors also incur costs and make award payments in accordance with the Coal Industry Retiree Health Benefit Act of 1992, 26 U.S.C. §§ 9701–22 (the “Coal Act”), and the Federal Black Lung Benefit Act, 30 U.S.C. §§ 901–44 (the “Black Lung Act”).

Separately, the Debtors are subject to workers’ compensation laws in the states in which they operate or used to operate. A portion of their workers’ compensation program is self-insured, but the Debtors also maintain excess and large-deductible coverage through third-party insurance providers. The Debtors provide letters of credit as collateral to these insurance providers to secure their obligations under the policies. The Debtors have obtained

authority to continue making all payments to their current employees and all payments with respect to the Coal Act, the Black Lung Act, and their workers' compensation program, among others.

As further described in Article IV.B.10.b below, the Debtors' 1113/1114 Motion seeks to, among other things, reject the CBAs, modify the retiree benefits of the Debtors' retired UMWA employees, and to implement the terms of the Debtors' Proposal (as defined in the 1113/1114 Motion). ~~The Debtors' Proposal is attached as Exhibit B to the 1113/1114 Motion. A hearing to consider the 1113/1114 Motion is currently expected to commence during the first week of September 2015.~~ As noted above, the Debtors, Blackhawk, VCLF, and the UMWA have reached a consensual agreement that includes, among other things, entry into new collective bargaining agreements and rejection of existing CBAs. Additionally, as further described in Article IV.B below, the Debtors are in discussions with the Retiree Committee regarding modifications to certain of the Debtors' retiree benefit obligations.

## **B. The 2012–13 Restructuring**

On July 9, 2012, many of the predecessor companies to the Debtors (collectively, the "Initial 2012–13 Debtors") filed voluntary chapter 11 petitions in the U.S. Bankruptcy Court for the Southern District of New York. Following a venue challenge by, among other parties, the UMWA, the cases were transferred on November 27, 2012, to the U.S. Bankruptcy Court for the Eastern District of Missouri (the "Missouri Bankruptcy Court"). On September 22, 2013, Brody Mining, LLC and Patriot Ventures LLC (together with the Initial 2012–13 Debtors, collectively, the "2012–13 Debtors") commenced chapter 11 cases with the Missouri Bankruptcy Court, which were consolidated with the Initial 2012–13 Debtors' chapter 11 cases for procedural purposes (such as chapter 11 cases and related transactions, collectively, the "2012–13 Restructuring"). The 2012–13 Debtors commenced their chapter 11 cases for a number of reasons, including the decrease in demand for coal, increasing costs associated with burdensome government regulations, and increasing labor-related liabilities.

In 2012, Patriot and its subsidiaries employed more than 4,000 personnel, approximately 42 percent (or 1,680 employees) of which were represented by the UMWA under previous collective bargaining agreements. Patriot also provided health care and other benefits to 10,286 primary insureds and 12,145 beneficiaries. As a result of continuing downward pressure on coal prices and the substantial legacy liabilities that hampered Patriot's financial condition, Patriot's capital structure needed significant deleveraging.

### **1. Operational Reorganization**

In November 2012, Patriot began formal negotiations with the UMWA with the goal of securing consensual modifications to their existing collective bargaining agreements and their retiree health care obligations thereunder. Between November 2012 and March 2013, Patriot and the UMWA engaged in extensive negotiations, with Patriot delivering multiple labor proposals in an effort to reach a consensual resolution with the UMWA. By mid-March 2013, Patriot and the UMWA had not reached an agreement and the 2012–13 Debtors filed a motion for relief under sections 1113 and 1114 of the Bankruptcy Code. On May 29, 2013, the Missouri Bankruptcy Court issued a 102-page ruling granting the motion and authorizing, but not directing, the 2012–13 Debtors to implement their proposed changes to the existing collective bargaining agreements and to the retiree benefits.

Shortly afterwards, the UMWA filed a notice of appeal (the "1113/1114 Appeal") and elected to have the 1113/1114 Appeal heard by the United States District Court for the Eastern District of Missouri, and the case was fully briefed by the UMWA and the 2012–13 Debtors.

The parties continued to negotiate during the 1113/1114 Appeal, and in August 2013, the parties agreed upon new collective bargaining agreements that included, among other things, the following key changes with regard to Patriot's UMWA-represented employees:

- various adjustments were made to wages, including future changes;
- shift-payment differentials were eliminated, but UMWA-represented employees continued to receive 1.5 times their regular pay for any hours worked over 40 hours per week and holidays;

- paid time off was reduced and adjustments were made to work rules;
- UMWA-represented employees agreed to receive a healthcare plan more closely matching that of Patriot's non-union employees, but with lower out-of-pocket maximums and without healthcare premiums;
- Patriot agreed to contribute 3 percent of UMWA-represented employees' gross wages into a 401(k) or similar plan in lieu of the obligation to provide retiree healthcare in the future; and
- Patriot agreed that the entities participating in and contributing to the 1974 Pension Plan would continue to do so.

The consensual resolution with the UMWA additionally provided for, among other things, the transition of the provision and administration of the UMWA employees' retiree benefits to the UMWA VEBA, to be funded by consideration that included:

- 35 percent of the common stock of the Debtors (to be held by the UMWA);
- the cash payment received by Patriot from Peabody in connection with their settlement relating to the Debtors' spin-off from Peabody;
- \$10 million in cash on the effective date of the 2012–13 Debtors' chapter 11 plan, *i.e.*, December 18, 2013 (the "2012–13 Effective Date"), \$15 million in cash, with such obligation accruing December 18, 2015, \$20 million in cash, with such obligation accruing December 18, 2016, and \$25 million in cash, with such obligation accruing December 18, 2017; *provided* that Patriot achieves certain EBITDA and liquidity numbers; and
- per-ton royalty payments of \$0.20 per ton on annual coal production up to a set amount, with such set amount increasing each year from 2014 to 2016, and \$1.00 per ton on production in excess of the set amount for that year.

The 2012–13 Debtors likewise implemented various reductions and modifications to their non-union benefit obligations and legacy liabilities, which have generally become the Debtors' obligations and liabilities. Specifically, among other things, the 2012–13 Debtors:

- worked with the official committee of non-union retirees (the "2012–13 Non-Union Retiree Committee") to reach a consensual agreement whereby (i) terminating life insurance benefits for non-union retirees<sup>12</sup> (ii) the Debtors would terminate substantially all retiree medical benefits for non-union retirees, and (iii) the 2012–13 Non-Union Retiree Committee could establish the Non-Union Retiree VEBA, funded with an initial payment by the Debtors of \$250,000 as well as \$3.75 million in cash upon emergence from chapter 11;
- reduced the duration of long-term disability benefits for salaried employees from up to social-security normal retirement age to a maximum duration of 60 months;
- imposed a wage reduction for most hourly and salaried employees; and
- eliminated certain other non-union benefits, including various legacy retirement programs and legacy deferred vacation balances.

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<sup>12</sup> As discussed in Article III.B.3.a of this Disclosure Statement, the Debtors make funds otherwise directed toward life-insurance premiums available to the Non-Union Retiree VEBA.

Further, as mentioned above, on October 31, 2007, Patriot was spun off from Peabody through a dividend of all outstanding shares of Patriot, and on July 23, 2008, Patriot acquired Magnum, which had on its balance sheet substantial assets and liabilities previously acquired from Arch. As part of the 2012–13 Restructuring, the Debtors entered into two settlements, addressing longstanding disputes between Patriot and Arch and among Patriot, Peabody, and the UMWA (the “Arch Settlement” and the “Peabody Settlement,” respectively).

- Under the Arch Settlement, among other things, Arch agreed to:
  - (a) provide \$5 million cash to Patriot;
  - (b) purchase one of Patriot’s reserves, referred to as South Guffey, for \$16 million; and
  - (c) relieve Patriot for a period of two years of the obligation to post \$16 million of letters of credit to collateralize certain obligations.
- Under the Peabody Settlement, among other things, Peabody agreed to:
  - (a) provide \$310 million in cash contributions ultimately to be funded to the UMWA VEBA and
  - (b) provide \$141 million in credit support for letters of credit and cash collateral previously posted by Patriot for UMWA retiree healthcare, obligations under the Black Lung Act and Coal Act, and other obligations.

**2. Financial Reorganization**

The 2012–13 Debtors also implemented a number of transactions to deleverage their balance sheet—most significantly, two rights offerings providing \$250 million of capital through the issuance of the Prepetition Notes (as defined below) and 10 million warrants exercisable for new common stock in reorganized Patriot.

Equity interests in the 2012–13 Debtors were cancelled, and new common stock of the reorganized Debtors was distributed as follows: 60 percent to a voting trust administered by an independent trustee; 35 percent to the UMWA VEBA (to be held by the UMWA); and 5 percent to holders of general unsecured claims. Upon emergence from the 2012–13 Restructuring, Patriot ceased to be a publicly traded company.

**C. The Debtors’ Corporate and Capital Structure**

**1. Corporate Structure**

As set forth on the chart attached to this Disclosure Statement as **Exhibit C**, Patriot Coal Corporation is the direct or indirect parent of each of the Debtors. The Debtors are organized in the states of Virginia, Delaware, Kentucky, and West Virginia. The Debtors Kanawha Eagle Coal, LLC and Emerald Processing, LLC were formed under Chapter 12 of Title 13.1 of the Code of Virginia in 1999 and 1995, respectively. Patriot acquired a controlling interest in the entities in 2006, and became a 100 percent owner in 2007.

**2. Management**

The Debtors’ current management team consists of highly capable professionals with substantial industry experience. Information regarding Patriot Coal’s executive officers is as follows:

<b>Name</b>	<b>Biography</b>
Robert W. Bennett	Robert W. Bennett serves as President, Chief Executive Officer. He was appointed to this position effective April 3, 2015. He previously served as Patriot Coal’s Chief Marketing Officer. Mr. Bennett has over 28 years of experience in the coal sales, marketing, and trading arena. From the time of the Magnum acquisition through

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March 2009, Mr. Bennett served as Patriot Coal's Senior Vice President of Sales and Trading and was responsible for Patriot Coal's thermal coal sales. Prior to the Magnum acquisition, Mr. Bennett served as Senior Vice President – Sales and Trading of Magnum and President of Magnum Coal Sales, LLC, positions he held from 2006 to 2008. During 2005 and 2006, Mr. Bennett served as Vice President – Appalachia Sales for Peabody's sales and marketing subsidiary, COALSALES, LLC. Mr. Bennett served as Vice President – Brokerage and Agency Sales for Peabody's coal trading subsidiary, COALTRADE, LLC from 1997 to 2005, where he was responsible for all coal brokerage and agency relationships in the eastern United States. Prior to 1997, Mr. Bennett held various leadership positions with AGIP Coal Sales and Neweagle Corporation. Mr. Bennett holds a Bachelor of Arts degree in Finance from Marshall University.

Michael D. Day

Michael D. Day serves as Executive Vice President and Chief Operating Officer. He was appointed to this position effective April 13, 2015. He previously served as Executive Vice President – Operations, and prior to that role, served as Patriot Coal's Senior Vice President – Engineering and W.V. Central Region & Kentucky Operations from August 2011 through January 2013. Mr. Day joined Patriot Coal in August 2008 and held the positions of Vice President – Operations from August 2009 through August 2011 and Vice President – Surface Operations from August 2008 through August 2009. Prior to joining Patriot Coal, Mr. Day served in a variety of management positions from 1992 through 2008 at Magnum, Arch, and James River Coal Company. Mr. Day is an executive board member of the Kentucky Coal Association and the University of Kentucky Mining Engineering Foundation. Mr. Day holds a Bachelor of Science degree in Mining Engineering from the University of Kentucky and is a Registered Professional Engineer.

E. Kent Hartsog

E. Kent Hartsog serves as Senior Vice President and Chief Financial Officer. Mr. Hartsog was appointed to this position effective April 13, 2015, and previously served as Vice President – Operations Support. Prior to Patriot's spin-off from Peabody, Mr. Hartsog was employed by Peabody, where he had served since 1986. Mr. Hartsog has over 29 years of experience in the coal industry and over 15 years in accounting and finance positions and has been a Certified Public Accountant for more than 35 years. Mr. Hartsog holds a Bachelor of Science degree in Accounting from West Virginia University.

Charles A. Ebetino, Jr.

Charles A. Ebetino, Jr. serves as Senior Vice President – Corporate Development. From August 2010 through September 2011, Mr. Ebetino served as Senior Vice President and Chief Operating Officer. From the time of Patriot's spin-off from Peabody in October 2007 through August 2010, Mr. Ebetino served as Senior Vice President – Corporate Development for Patriot Coal. Prior to the spin-off, Mr. Ebetino was Senior Vice President – Business and Resource Development for Peabody since May 2006. Mr. Ebetino also served as Senior Vice President – Market Development for Peabody's sales and marketing subsidiary from 2003 to 2006 and was directly responsible for COALTRADE, LLC. He joined Peabody in 2003 after more than 25 years with American Electric Power Company, Inc. (“AEP”) where he served in a number of management roles in the fuel procurement and supply group, including Senior Vice President of Fuel Supply and President and Chief Operating Officer of AEP's coal mining and coal-related subsidiaries from 1993 until 2002. Mr. Ebetino is a past board member of NMA, former Chairman of the NMA Environmental Committee, former Chairman and Vice Chairman of the Edison Electric Institute's Power Generation Subject Area Committee, former Vice Chairman of the Inland Waterway Users Board, and a past board member and President of the Western Coal Transportation Association. Mr. Ebetino has a Bachelor of Science degree in Civil Engineering from Rensselaer Polytechnic Institute. He also attended the New York

University School of Business for graduate study in finance.

Joseph W. Bean

Joseph W. Bean serves as Senior Vice President – Law & Administration, General Counsel, and Corporate Secretary. From the time of Patriot’s spin-off from Peabody in October 2007 until February 2009, Mr. Bean served as Senior Vice President, General Counsel and Corporate Secretary for Patriot Coal. Prior to the spin-off, Mr. Bean served as Peabody’s Vice President and Associate General Counsel and Assistant Secretary from 2005 to 2007 and as Senior Counsel from 2001 to 2005. During his tenure at Peabody, he directed the company’s legal and compliance activities related to mergers and acquisitions, corporate governance, corporate finance and securities matters. Mr. Bean has more than 28 years of corporate law experience, including over 24 years as in-house legal counsel. He was counsel and assistant corporate secretary for The Quaker Oats Company prior to its acquisition by PepsiCo in 2001 and assistant general counsel for Pet Incorporated prior to its 1995 acquisition by Pillsbury. He also served as a corporate law associate with the law firms of Mayer, Brown & Platt in Chicago and Thompson & Mitchell in St. Louis. Mr. Bean holds a Bachelor of Arts degree from the University of Illinois and a Juris Doctorate from Northwestern University School of Law.

### 3. Prepetition Capital Structure

As of the Petition Date, the Debtors’ funded debt claims include those arising under an asset-based lending revolving credit facility, a term loan facility that has a first-out letter of credit sub-facility, and second lien notes. The outstanding balances of the Debtors’ secured indebtedness as of the Petition Date was as follows.

Debt	Balance <sup>13</sup>
Prepetition ABL Facility	\$44 million <sup>14</sup>
Prepetition LC Facility	\$200 million <sup>15</sup>
Prepetition Term Loan Facility	\$247 million
Prepetition Notes	\$306 million <sup>16</sup>
<b>Total</b>	<b>\$797 million</b>

<sup>13</sup> Amounts are rounded to the nearest million and exclude accrued and unpaid interest and fees. The claims arising under each of these facilities constitute secured claims, and the Debtors entered into each of these facilities in connection with the 2012–13 Restructuring.

<sup>14</sup> Since the Petition Date, the amount available for drawing under letters of credit issued and outstanding under the Prepetition ABL Facility has increased from \$38 million to \$40 million (and will increase by the end of 2015 to \$44 million, due to automatic step-ups for a certain prepetition letter of credit issued under the Prepetition ABL Facility. Further, the Debtors anticipate that approximately \$0.7 million in letters of credit issued under the ABL Facility will be returned prior to a transaction. The Prepetition ABL Agreement contemplates that if a letter of credit issued under the Prepetition ABL Facility provides for an automatic increase in its stated amount, the amount of such letter of credit will be considered the maximum stated amount of that letter of credit after giving effect to all such increases, whether or not the maximum stated amount is in effect at the time.

<sup>15</sup> This amount does not include any accrued but unpaid interest and other unpaid fees, charges, costs and expenses.

<sup>16</sup> For the avoidance of doubt, such amounts do not include any amounts that could vest under the Note Incentive Programs (as defined below).



**a. The Prepetition ABL Facility**

Patriot, as borrower, and the remaining Debtors, as guarantors, are party to that Credit Agreement (as amended, supplemented, modified, or amended and restated from time to time, the “Prepetition ABL Agreement”) by and between the Debtors and, among others, Deutsche Bank AG New York Branch, as administrative agent (in such capacity, together with any of its successors and assigns in such capacity, the “Prepetition ABL Agent”), and the lenders, letter-of-credit issuers, and other financial institutions party thereto (collectively, the “Prepetition ABL Lenders”). The Prepetition ABL Agreement provides the Debtors with a senior secured asset-based revolving credit facility (the “Prepetition ABL Facility”) in aggregate principal amount of up to \$65.0 million, including a \$50.0-million letter of credit sub-limit and a swing line sub-limit of up to \$10.0 million, subject to the terms and conditions set forth therein. As of the Petition Date, under the Prepetition ABL Facility, approximately \$38 million was available for drawing under letters of credit issued and outstanding.

Obligations arising under the Prepetition ABL Facility are guaranteed by each of the Debtors and are secured by first priority liens on substantially all the Debtors’ “current” assets, which include accounts receivable (excluding any accounts arising from the sale of collateral securing the Prepetition LC Facility and Prepetition Term Loan Facility (each as defined below) on a first priority basis), minerals that have been extracted from real property, inventory (excluding any minerals that have not yet been extracted from real property), as well as deposit, securities, and commodity accounts (excluding such accounts securing the Prepetition LC Facility and Prepetition Term Loan Facility on a first-priority basis) and second-priority liens on substantially all of the Debtors’ other assets, equity interests in the Debtors, and all minerals not yet extracted from real property. As of the Petition Date, the value of the collateral securing the Prepetition ABL Facility did exceed, and continues to exceed, the obligations outstanding under the Prepetition ABL Facility.

**b. The Prepetition LC Facility**

Patriot also has a \$200 million first-out senior secured letter of credit facility (the “Prepetition LC Facility”), under that certain Credit Agreement (L/C Facility and Term Facility) (as amended, supplemented, modified, or amended and restated from time to time, the “Prepetition LC/Term Loan Agreement”), by and between the Debtors and, among others, Barclays Bank PLC (in such capacity, together with any of its successors and assigns in such capacity, the “Prepetition LC Agent”), as administrative agent for the L/C Lenders (as defined therein), the L/C Lenders and letter of credit issuers party thereto (collectively, the “Prepetition LC Lenders”), Cortland Capital Market Services LLC, as administrative agent for the Prepetition Term Lenders party thereto, and Wilmington Trust, National Association, as collateral agent (in such capacity, together with any of its successors and assigns in such capacity, the “Prepetition LC/Term Collateral Agent”). As of the Petition Date, approximately \$200 million in letters of credit under the Prepetition LC Facility were issued and outstanding.

Obligations arising under the Prepetition LC/Term Loan Agreement are guaranteed by each of the Debtor subsidiaries and are secured by first priority liens on substantially all of the Debtors’ fixed assets, equity interests in the Debtors, all minerals not yet extracted from real property, and certain other assets. Obligations under the Prepetition LC/Term Loan Agreement are also secured by a second-priority lien on substantially all of the Debtors’ “current” assets, including accounts receivable (other than any accounts arising from the sale of collateral securing the obligations arising under the Prepetition LC/Term Loan Agreement on a first-priority basis), minerals that have been extracted from real property, inventory, as well as deposit, securities, and commodity accounts (other than such accounts securing obligations arising under the Prepetition LC/Term Loan Agreement on a first-priority basis). The Prepetition LC Facility is first out in right of payment to the Prepetition Term Loan Facility, subject to the Prepetition LC/Term Loan Agent Expenses Priority.

**c. The Prepetition Term Loan Facility**

The Prepetition LC/Term Loan Agreement also provides for a second-out senior secured term loan facility (the “Prepetition Term Loan Facility”), with Cortland Capital Market Services LLC, as administrative agent (in such capacity, together with any of its successors and assigns in such capacity, the “Prepetition Term Agent”) for the Term Lenders (as defined therein), and the Term Lenders party thereto (collectively, the “Prepetition Term Lenders”). As of the Petition Date, approximately \$247 million in direct borrowings under the Prepetition Term Loan Facility were

outstanding. The Prepetition Term Loan Facility is junior in right of payments to the Prepetition LC Facility, subject to the Prepetition LC/Term Loan Agent Expenses Priority.

**d. The Prepetition Notes**

Patriot further has issued second-lien notes (collectively, the “Prepetition Notes”), maturing in 2023 and carrying an interest rate of 15 percent. The Prepetition Notes are secured by junior-priority liens on substantially all of the same assets securing the obligations under the Prepetition LC/Term Loan Agreement and the Prepetition ABL Facility.

As disclosed in the Debtors’ first-day wages motion [Docket No. 11] and the Declaration of Harvey L. Benenson in support of the Debtors’ Key Employee Incentive Plan and Non-Insider Employee Retention Plan [Docket No. 454], prior to the Petition Date, the Debtors offered certain notes-and stock-based incentive programs to their employees as an additional component of overall compensation for key managerial personnel.

Under one of the programs, an eligible Employee could receive an award based on the long-term performance of Patriot Coal (the “Performance-Based Note Incentive Program”). Specifically, under the Performance-Based Note Incentive Program, an eligible Employee could receive a certain number of Prepetition Notes as well as a certain number of warrants allowing the Employee to purchase a corresponding amount of Patriot Coal Class A Common Stock (collectively, the “Warrants”). Such Employees would potentially receive the award comprising Prepetition Notes and Warrants upon dates that are, respectively, approximately two years and three years after the date the Employee was made eligible for the program, with each award comprising 50 percent of the total award. The amount of Prepetition Notes and Warrants awarded to an Employee eligible and participating in the Performance-Based Note Incentive Program would depend on Patriot Coal’s EBITDA performance and the compound growth rate of its equity value. Because December 31, 2015 is the first date that awards under the Performance Based Note Incentive Program would accrue, if at all, the Debtors do not have historical data on the cost of the Performance-Based Note Incentive Program but project that no such payments would have accrued on that date. As of the Petition Date, the Debtors did not have any obligations on account of the Performance-Based Note Incentive Program.

Under another of the notes- and stock-based incentive programs, eligible Employees would receive awards that vested over time based on their continued employment in exchange for their continued employment with Patriot Coal (the “Time-Based Note Incentive Program,” and together with the Performance-Based Note Incentive Program, the “Note Incentive Programs”). Specifically, under the Time-Based Note Incentive Program, an eligible Employee could receive a certain number of Prepetition Notes and Warrants upon the respective dates following one, two, and three years after of the following three years after being made eligible for the program, with each payment comprising one-third of the total award, provided that such Employee had not been terminated for cause before any of those respective dates. If Patriot Coal underwent, among other things, a change in control or a public offering, the total award would vest to Employees still eligible under the program. As of the Petition Date, the Debtors did not owe any amount due under the Time-Based Incentive Program.

**e. The Prepetition Intercreditor Agreements**

The Debtors, the Prepetition ABL Agent, the Prepetition LC Agent, the Prepetition Term Agent and the Prepetition LC/Term Collateral Agent are parties to that certain First-Lien Intercreditor Agreement dated as of December 18, 2013 (as amended, supplemented or otherwise modified from time to time, the “First-Lien Intercreditor Agreement”), which governs, among other things, the relative priorities of the Prepetition ABL Facility, the Prepetition LC Facility, and the Prepetition Term Loan Facility in respect of the applicable Prepetition Collateral (as defined in the First-Lien Intercreditor Agreement). The Prepetition LC/Term Loan Agreement and certain related documents include certain subordination agreements with respect to the relative rights and priorities of the Prepetition Term Loan Obligations and the Prepetition Term Secured Parties, compared to the Prepetition LC Obligations and the Prepetition LC Secured Parties (such subordination agreement, collectively, the “Term Loan Subordination Agreement”). The Debtors, the Prepetition ABL Agent, the Prepetition Term Agent, the Prepetition LC Agent, the Prepetition LC/Term Collateral Agent, and the Prepetition Notes Trustee are parties to that certain Junior-Lien Intercreditor Agreement dated as of December 18, 2013 (as amended, supplemented or otherwise modified from time to time, the “Junior-Lien Intercreditor Agreement”<sup>22, 23</sup> together with the First-Lien Intercreditor

Agreement and the Term Loan Subordination Agreement, the “Intercreditor Agreements”), which governs, among other things, the relative priorities of the Prepetition ABL Facility, the Prepetition LC Facility, and the Prepetition Term Loan Facility, on the one hand, and the Prepetition Notes, on the other hand, in respect of the Prepetition Collateral (as defined in the Junior-Lien Intercreditor Agreement). Each of the Intercreditor Agreements remains in full force and effect in accordance with the terms thereof.

**f. Analysis of the Prepetition Secured Creditors’ Collateral Package**

The Prepetition Secured Parties hold properly perfected Prepetition Liens on all of the Debtors’ income-producing assets and certain of the Real Property Leases. Final DIP Order ¶¶ E, F, 36; *Amended Order Confirming Debtors’ Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, In re Patriot Coal Corp.*, No. 12-51502-659 (KAS) (Bankr. E.D. Mo. Dec. 18, 2013) [Docket No. 5169]. ¶¶ 51(c) (“Upon consummation of the Exit Credit Facilities and the Notes Rights Offering, the lenders or trustees thereunder, as applicable, shall have legal, valid, binding and enforceable Liens and other security interests on the collateral specified in the Exit Credit Facilities Documents and the Rights Offering Notes Documents.”). In addition, section 6.08 of the Prepetition LC Facility security agreement requires the filing of as-extracted financing statements at locations where there is coal with an estimated value of more than \$1 million or that is producing coal.

In addition, the DIP Lenders hold properly perfected, priming DIP Liens on all of the Debtors’ assets (other than Avoidance Actions) encumbered and unencumbered. Final DIP Order ¶ 14, 18. Finally, the Prepetition Lenders hold properly perfected Adequate Protection Liens on all of the Debtors’ assets to the extent of any diminution in value beyond the amount of the DIP Facility at emergence. Final DIP Order ¶¶ 20, 25. As a result of these broad, properly-perfected Prepetition Liens, DIP Liens, and Adequate Protection Liens (each as defined in the Final DIP Order), the Debtors’ enterprise value is fully encumbered and the Debtors’ secured creditors are entitled to all of its enterprise value. *See In re Hawaiian Telcom Commc’ns, Inc.*, 430 B.R. 564, 603-04 (Bankr. D. Haw. 2009) (stating that a debtor’s total enterprise value should be included when assessing the value of a creditor’s collateral where such collateral consists of the debtor’s primary assets).

The Debtors agree with the Committee that as of the Petition Date, certain of their Real Property Leases were not encumbered by the Prepetition Liens due to state law limitations and the inability for a secured creditor to encumber a leasehold without landlord consent (collectively, the “Unencumbered Real Property Leases”). This is no surprise as the Prepetition LC/Term Loan Agreement required that only commercially reasonable efforts be utilized to encumber the Prepetition LC/Term Secured Parties’ Prepetition Liens on the Unencumbered Real Property Leases. Likewise, the Debtors agree with the Committee that the Prepetition Liens, the DIP Liens, and the Adequate Protection Liens do not extend to the Avoidance Actions or the proceeds thereof. Final DIP Order ¶¶14(a), 25.

The Unencumbered Real Property Leases have no material value in a liquidation scenario. By arguing that the Unencumbered Real Property Leases have significant value, the Committee appears to conflate the value of the Unencumbered Real Property Leases with the value of the fully encumbered income-producing assets. Moreover, in light of the industry challenges affecting the Debtors and their competitors, the Unencumbered Real Property Leases standing alone are all at best market leases and, therefore, valueless in a forced liquidation because no rational buyer would compensate the Debtors to acquire the Unencumbered Real Property Leases if it could enter into the same lease or comparable leases at no cost.

Likewise, the evidence to be presented ~~at confirmation~~ [in connection with the Confirmation Hearing](#) will show that the Avoidance Actions, although unencumbered, do not exceed the value of the Administrative Claims and Priority Claims, and no value on account of the Avoidance Actions would reach holders of General Unsecured Claims in a liquidation waterfall. The Committee correctly notes that the Debtors made \$274 million in payments in the 90 days before the Petition Date. Committee Obj., Szlezinger Dec. ¶ 8. However, the Debtors will demonstrate at confirmation that any action commenced to recover these amounts would be of uncertain value because well-established defenses to such actions, including new value and ordinary course payment defenses, may apply. Moreover, even to the extent that a recovery is hypothetically available, evidence to be presented at confirmation will demonstrate that the value of such proceeds must be further reduced by the low likelihood of collectability against vendors under current industry conditions and customary discount rates applicable to a chapter 7 trustee’s recovery in a liquidation scenario.

However, the Committee contends that such assertions miss the mark and do not properly construe the Prepetition Financing Documents, the Final DIP Order, the lease agreements underlying the Unencumbered Real Property Leases, and applicable law.

First, the Committee believes that liquidation value is not the proper valuation metric to apply to the Unencumbered Real Property Leases. As contemplated by the terms of the Blackhawk APA and the VCLF APA, the Debtors are engaging in two going-concern sales pursuant to which the Debtors are transferring substantially all of the Unencumbered Real Property Leases to Blackhawk and VCLF. Further, pursuant to the Blackhawk APA, the consideration provided by Blackhawk ~~to acquire~~ is offered in exchange for substantially all of the Debtors' operating assets, including certain Unencumbered Real Property Leases, ~~consists, inter alia, of approximately \$650 million of debt securities plus 30 percent of the pro forma Blackhawk equity.~~ Accordingly, it is the Committee's position that application of liquidation value to the Unencumbered Real Property Leases is entirely improper under the circumstances. In the chapter 11 context, courts have recognized that where a debtor plans "to retain and use collateral to generate income . . . valuation based upon a hypothetical foreclosure sale would not be appropriate." *In re Heritage Highgate, Inc.*, 679 F.3d 132, 141-42 (3d Cir. 2012) (applying going concern value).

Second, the Committee disputes the Debtors' contention that the Debtors' enterprise value is fully encumbered, and that the DIP Lenders and Prepetition Secured Parties are entitled to the entirety of the Debtors' enterprise value. The Prepetition Secured Parties and the DIP Lenders maintain security interests and liens on "as-extracted collateral" (as defined in the Prepetition Financing Documents and the DIP Loan Agreement to have the meaning ascribed to such term in the Uniform Commercial Code). It is the Committee's position the Prepetition Secured Parties' and DIP Lenders' liens only attach to the as-extracted collateral (the coal in this instance) once the coal has been extracted from the real property. *See* UCC § 9-102(a)(6)(A) (defining "as-extracted collateral" to mean "minerals that are subject to a security interest that (i) is created by a debtor having an interest in the minerals before extraction; and (ii) *attaches to the minerals as extracted* . . .") (emphasis added); ~~S~~ee also UCC § 9-203.

Further, the Committee submits that the lease agreements underlying the Unencumbered Real Property Leases provide the Debtors with a single bundle of rights that permit the Debtors to enter the subject premises and mine the coal from the subject premises. Without this bundle of rights granted under the Unencumbered Real Property Leases, the Debtors would not have the ability to extract the coal. Moreover, pursuant to the terms of the Unencumbered Real Property Leases, the subject lessors expressly prohibit the Debtors from permitting or placing any encumbrances on the Debtors' rights thereunder in favor of a third-party. Accordingly, the Prepetition Secured Parties' and the DIP Lenders' liens do not attach to rights granted to the Debtors under the Unencumbered Real Property Leases. *See* Final DIP Order, ¶ 14(c); *See, e.g.*, Prepetition ABL Agreement, §1.01 (definition of "Excluded Property"); Prepetition LC/Term Loan Agreement, §1.01 (definition of "Excluded Property"); Junior Lien Intercreditor Agreement (definition of "Excluded Property", referencing the definitions set forth in the Prepetition ABL Agreement and Prepetition LC/Term Loan Agreement). As such, it is the Committee's position that the Plan improperly fails to distribute that portion of the consideration received under the Blackhawk Transaction allocable to the Unencumbered Real Property Leases to the Debtors' unsecured creditors.

[The Committee filed an objection to confirmation of the Initial Plan incorporating these positions. The Debtors disagree with the Committee's position and will provide further briefing in connection with confirmation of the Plan.](#)

### ARTICLE III. EVENTS LEADING UP TO THE CHAPTER 11 CASES

#### A. Emergence from the 2012–13 Restructuring

The Debtors' feasibility after the 2012–13 Restructuring was predicated on assumptions about coal prices and operating performance that ultimately did not materialize. Notwithstanding the consummation of the prior chapter 11 cases, the Debtors, like other coal industry leaders, have faced—and continue to face—strong headwinds as a result of the continued decline in domestic and foreign demand for coal, burdensome environmental regulations, and unsustainable further legacy and other non-operating liabilities. In addition, operational issues relating to three significant longwall delays at the Debtors' Federal mining complex and a preparation-plant collapse at the Debtors' Highland mining complex caused the Debtors to suffer significant cash shortfalls from its projections.

Although the 2012–13 Restructuring provided the Debtors with reduced wages and benefits for their non-union employees and retirees, new collective bargaining agreements with the UMWA, and a transitioning of their retiree healthcare obligations under preexisting collective bargaining agreements to the UMWA VEBA, substantial legacy liabilities remained in place. Notably, the Debtors’ obligations to contribute to the multi-employer pension fund under the 1974 Pension Plan and to make payments pursuant to certain federal statutes applicable to the coal industry (*e.g.*, the Coal Act and the Black Lung Act) were unaffected by the previous chapter 11 cases. The Debtors’ capital structure upon emergence from the 2012–13 Restructuring remains in place today.

## **B. Continued Challenges to Liquidity**

### **1. External Pricing Pressure**

Because the Debtors sell substantial quantities of coal products to domestic and international electricity generators and steel producers, the Debtors’ business and results of operations are linked closely to global demand for coal-fueled electricity and steel production. Unfortunately, since emerging from the 2012–13 Restructuring, thermal and metallurgical coal markets have become increasingly challenged with oversupply conditions, resulting in a further weakened price environment.

Coal’s share of the U.S. energy market and prices for thermal and metallurgical coal have both declined markedly. The lethargic economic environment, lack of growth in energy demand generally, and a large number of coal-fueled plant retirements have precipitated this decline. As of December 31, 2014, natural-gas pricing was 46 percent lower compared with a year ago and stood at \$2.95/MBtu, a price at which it is difficult for any coal basin to compete. Additionally, the demand and price for metallurgical coal are dependent on the strength of the global economy and, in particular, on steel production in countries such as China and India, as well as Europe, Brazil, and the United States. The global metallurgical coal market continues to suffer from oversupply and reduced demand, particularly from China, Europe, and Brazil, further depressing the price of export coal and, consequently, domestic prices as well.

### **2. Increased Regulation**

The regulatory environment, with respect to the production as well as the utilization of coal, has also contributed to the Debtors’ current financial situation. Specifically, the regulation of electricity generators has made it increasingly difficult for companies to use coal as an energy source. At the same time, the Debtors faced dramatically increasing costs to comply with environmental laws and other governmental regulations. Several citizen lawsuits brought by nongovernmental organizations have also stressed the Debtors’ financial condition. The Debtors have incurred significant costs to comply with these laws and regulations.

Federal and state regulatory authorities impose obligations on the coal mining industry in a wide array of areas, including, but not limited to, employee health and safety, permitting and licensing requirements, environmental protection, the reclamation and restoration of mining properties after mining has been completed, surface subsidence from underground mining and the effect of mining on surface and ground water quality and availability. Over the past several years, the Debtors have incurred hundreds of millions of dollars of costs to comply with new regulations, new interpretations of existing laws and regulations, and court orders resulting from citizen lawsuits brought by non-governmental organizations. These compliance costs have added additional stress to the Debtors’ financial condition.

The electricity generation industry is subject to extensive regulation regarding the environmental impact of its power-generation activities, which affects demand for coal. As the regulation of greenhouse gases and other air emissions imposed on power plants became more rigorous, electricity generators faced increasing difficulties in obtaining permits to build and operate coal-fueled power plants and higher costs to comply with the permits received at such facilities. Over the past several years, the EPA has promulgated rules that curtail air emissions of various pollutants from power plants. The EPA also has proposed performance standards for new power plants that include significant restrictions on the emission of hazardous air pollutants associated with coal-fueled power plants. The effect of these rules is to require the installation of costly compliance equipment by both existing and future power plants that utilize coal. In addition, the EPA has proposed performance standards for certain new power plants that

would significantly restrict the permissible emissions of carbon dioxide, a by-product of burning coal, and in doing so, severely limit the future development of coal-fueled electricity generated assets.

In addition, electricity generators have recently been incentivized to use alternative energy sources. Many states have implemented renewable portfolio standards, which generally mandate that a specified percentage of electricity sales in the state be attributable to renewable energy sources. Congress has considered imposing a similar federal mandate. Governmental agencies have also been providing tax credits, grants, and other financial incentives to entities that are developing or selling alternative energy sources with lower greenhouse gas emissions. The combination of these incentives and the cost of complying with regulations has caused electricity generators to close existing coal-fueled facilities, reduce construction of new facilities, and dispatch plants fueled by alternative sources, such as natural gas, ahead of coal-fired plants.

### **3. Legacy Liabilities**

Notwithstanding the 2012–13 Restructuring, the Debtors’ legacy liabilities relating to, among other things, retirees, pension plans, and environmental regulations have hindered the Debtors’ ability to operate competitively in the current market environment when coupled with the external pricing pressure, increased regulation, and other costs associated with the Debtors’ businesses.

#### **a. Retiree Healthcare Obligations**

On April 26, 2013, the Missouri Bankruptcy Court entered an order [2012–13 Docket No. 3849] (the “Non-Union Retiree Order”) authorizing the 2012–13 Debtors to cap life-insurance benefits for non-union retirees at \$30,000,<sup>17</sup> terminate life-insurance benefits for current active non-union employees, and terminate non-union retiree medical benefits; *provided* that the Debtors would remain responsible for the payment of claims for non-union retiree benefits incurred through July 31, 2013, and presented for payment in a timely manner. On September 10, 2013, the Missouri Bankruptcy Court authorized the agreement negotiated between the Debtors and the 2012–13 Non-Union Retiree Committee that established the Non-Union Retiree VEBA. *See* [2012–13 Docket No. 4613]. By this order, the Non-Union Retiree VEBA would make available benefits for the non-union retiree benefit participants whose medical benefits were terminated in accordance with the Non-Union Retiree Order. In 2014, the Debtors contributed approximately \$696,000 on account of the Non-Union Retiree VEBA.

The Debtors also have obligations arising under the Coal Industry Retiree Health Benefit Act of 1992 (the “Coal Act”). The Coal Act requires employers and their “related persons” to provide health benefits to retirees who were age and service eligible for retiree health benefits as of February 1, 1993 and who retired by September 30, 1994.

As required under Section 9711 of the Coal Act, the Debtors administer a health benefit plan (the “IEP”) that provides benefits to approximately 5,254 retirees and their dependents. The Debtors are responsible for paying benefits to approximately 1,108 of these beneficiaries, and Peabody is responsible for paying for the remaining 4,236 beneficiaries. The Debtors and Peabody are parties to that certain Section 9711 Coal Act Liabilities Assumption Agreement, under which Peabody pays these health benefits directly. The Debtors, however, administer all of these retiree health benefits through the IEP pursuant to that certain Administrative Services Agreement between the Debtors and Peabody. If the Debtors and their related persons cease to provide benefits under the IEP, then those beneficiaries who are currently receiving benefits through the IEP may be eligible to receive benefits from the UMWA 1992 Benefit Plan (which is a trust fund created specifically under the Coal Act), in which case the Debtors will be required to pay a monthly per beneficiary premium for each such beneficiary for each month in which such beneficiary receives benefits from the 1992 Benefit Plan. 26 U.S.C. § 9711.

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<sup>17</sup> The 2012–13 Debtors later reached an agreement with the 2012–13 Non-Union Retiree Committee whereby the Debtors would make funds otherwise directed toward such life-insurance premiums available to the Non-Union Retiree VEBA. *See* [2012–13 Docket Nos. 4409, 4613].

The Coal Act also requires the Debtors to make annual premium payments to the UMWA Combined Benefit Fund (another trust fund that was created specifically under the Coal Act). The Combined Benefit Fund provides health and death benefits to coal industry retirees who, as of July 20, 1992, were eligible to receive, and already were receiving, retiree health benefits. The Combined Benefit Fund is financed by an annual premium, assessed each October against “assigned operators.” 26 U.S.C. § 9704. This premium is calculated based on the number of eligible beneficiaries assigned to a specific operator by the Commissioner of Social Security. 26 U.S.C. § 9706. The assigned operator and any related person are jointly and severally liable for the annual premium. 26 U.S.C. § 9704. The Commissioner of Social Security has assigned 866 beneficiaries of the Combined Benefit Fund to one or more of the Debtors. This population is separate from the 5,254 beneficiaries discussed in the preceding paragraph.

At present, the Debtors estimate the present value of their obligations under the Coal Act to be approximately \$43.7 million. The Debtors’ obligations under the Coal Act are imposed by statute, are non-negotiable, and exist separately from their collectively bargained obligations. The 1992 Benefit Plan and the Combined Benefit Fund assert that premiums payable under the Coal Act are in the nature of taxes that are incurred periodically as they arise, and that premiums incurred during the bankruptcy case are administrative expenses.

Approximately 210 UMWA retiree beneficiaries receive retiree healthcare benefits under the 1993 National Bituminous Coal Wage Agreement of 2011, which the Debtors pay for (the “Squaw Creek Obligations”) but are reimbursed by Alcoa Co. (“Alcoa”) under the Debtors’ joint venture agreement with Alcoa for the Squaw Creek Coal Company. The Debtors administer these retiree health benefits pursuant to the Administrative Services Agreement.

These retiree healthcare obligations, as they currently exist, have become unsustainable. The Debtors already spend tens of millions a year in retiree healthcare obligations and that spending is expected to rise further. The Debtors are proposing to sell the vast majority of their operating assets to Blackhawk, and Blackhawk will not assume the Debtors’ pension, Coal Act, and Black Lung Act liabilities. ~~In addition, the potential third party purchaser that has expressed an interest in acquiring the assets not included in the Blackhawk Transaction has indicated that it~~ Likewise, VCLF will not assume the Debtors’ pension, Coal Act, and Black Lung Act liabilities.

As further described in Article IV.B.10.b below, the ~~Debtors’ 1113/1114 Motion seeks to~~ Debtors, Blackhawk, and the UMWA have reached a consensual agreement that includes, among other things, ~~reject the CBAs, modify the retiree healthcare benefits of the Debtors’ retired UMWA employees, and to implement the terms of the Debtors’ Proposal. The Debtors’ 1113 entry into new collective bargaining agreements and 1114 Proposal is attached as Exhibit B to the 1113/1114 Motion. A hearing to consider the 1113/1114 Motion is currently expected to commence during the first week of September 2015.~~ rejection of existing CBAs.

**b. Pension Obligations**

Also as discussed above, certain of the Debtors participate in the 1974 Pension Plan. The 1974 Pension Plan is a multi-employer pension fund that was established as a result of collective bargaining with the UMWA. The 1974 Pension Plan provides pension and disability pension benefits to qualifying represented employees upon retirement; approximately 90,000 beneficiaries currently receive benefits from the 1974 Pension Plan. In 2014, the Debtors contributed approximately \$16.8 million to the 1974 Pension Plan.

The nine Debtors who participate in the 1974 Pension Plan are obligated to make monthly pension contributions for as long as they participate in the 1974 Pension Plan. The amount of these contribution obligations, as well as the benefit levels provided to Plan beneficiaries and other substantive terms of the 1974 Pension Plan, are established in the collectively bargained National Bituminous Coal Wage Agreements with the UMWA. Funding is based on the collective hours worked by active UMWA Employees. Specifically, the applicable Debtors’ collective bargaining agreement required funding at \$5.50 per hour worked. However, the 1974 Pension Plan is significantly underfunded. The plan entered “critical” status for the plan year beginning July 1, 2014, and as a result, the 1974 Pension Plan levied a surcharge of 5 percent of the contributions otherwise required under the current collective bargaining agreement. Because the 1974 Pension Plan has remained in “critical” status, the surcharge has since increased to 10 percent, increasing the Debtors’ hours-based contribution rate to \$6.05. The Debtors expect the condition of the 1974 Pension Plan to worsen with time.

Employers that withdraw from participation in the 1974 Pension Plan are subject to a “withdrawal liability” that accrues upon a partial or complete withdrawal. Withdrawal liability is imposed by the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.* (“ERISA”), and is based upon the portion of the 1974 Pension Plan’s unfunded vested benefits attributable to the withdrawing employer. *See* 29 U.S.C. § 1391. Under section 4001(b)(1) of ERISA, the participating Debtors, and all trades or businesses under common control, constitute a single employer for purposes of withdrawal liability. 29 U.S.C. § 1301(b)(1). The 1992 Benefit Plan and the Combined Benefit Fund assert that each of the Debtors, therefore, is jointly and severally liable for any withdrawal liability incurred by any employer in its controlled group. If the Debtors were to withdraw from the 1974 Pension Plan during the plan year beginning July 1, 2015 and ending June 30, 2016, the 1974 Pension Plan estimates that the Debtors will incur withdrawal liability of approximately \$911,881,596.43.

As discussed in Article IV.B.5 below, the proposed Blackhawk Transaction does not include any succession of liabilities or obligations in connection with the 1974 Pension Plan. ~~The potential third party purchaser that has expressed an interest in acquiring~~ Likewise, ~~the assets not included in the Blackhawk~~ VCLF Transaction ~~has also indicated that any transaction will similarly~~ will not include any succession of liabilities or obligations in connection with the 1974 Pension Plan. The Debtors submit that their marketing process has confirmed that no buyer or operator of the Debtors’ assets would be willing to assume the 1974 Pension Plan because any potential bidder would be exposing itself to significant annual funding costs as well as massive withdrawal or termination liabilities that appear inevitable. Consequently, the Debtors filed their 1113/1114 Motion to, among other things, reject their CBAs to enable the Debtors to completely eliminate their future obligation to contribute to the 1974 Pension Plan by effectuating a complete withdrawal from such plan.

**c. Environmental Liabilities**

As described in Article III.B.2 above, federal and state regulatory authorities impose significant environmental obligations on the coal-mining industry, including costs arising from or related to environmental protection, the reclamation and restoration of mining properties after mining has completed, surface subsidence from underground mining and the effect of mining on surface and ground-water quality and availability. Over the past several years, the Debtors have incurred hundreds of millions of dollars of costs to comply with new regulations, new interpretations of existing laws and regulations, and courts orders resulting from citizen lawsuits brought by nongovernmental organizations.

For example, the Debtors are subject to mine reclamation and restoration liabilities at closed and former mines pursuant to the Surface Mining Control and Reclamation Act (“SMCRA”), the CWA, and related state laws. Authorities enforce such asset retirement obligations for a certain time period after mines have terminated operations. Several of the Debtors’ mining facilities have incurred significant reclamation obligations, including Logan County Mining Complex, Bluegrass Mining Complex, Corridor G Mining Complex, Wells Mining Complex, and Paint Creek Mining Complex. Regulatory authorities require the Debtors to maintain surety bonds and other forms of financial security to guarantee performance of these reclamation obligations. The Debtors’ current estimated asset retirement obligations total approximately \$233.37 million,<sup>18</sup> based on individual bonding obligations at the Debtors’ mining facilities as follows:

<u>Complex/Facility</u>	<u>Bond Amount (\$M)</u>	<u>Complex/Facility</u>	<u>Bond Amount (\$M)</u>
Big Mountain	4.12	Blue Creek	2.34
Federal	2.71	Campbells Creek	1.51
Wells	12.95	Jupiter	5.48

<sup>18</sup> This amount includes approximately \$33,815,660 in surety bonds that have been issued on behalf of Arch in connection with a joint venture in which it participated with Magnum. As discussed in Article II.A of this Disclosure Statement, Patriot acquired Magnum in 2008. The Debtors have historically reimbursed Arch for the premiums Arch pays in relation to these surety bonds. The remaining approximately \$199,546,260 in surety bonds have been issued on the Debtors’ behalf.



Rocklick	6.58	Bluegrass	30.45
Panther	1.73	Highland	10.57
Kanawha Eagle	3.16	Dodge Hill	2.30
Paint Creek	49.87	Will Scarlet	0.40
Remington	0.78	Heritage	6.30
Mountain View	1.08	Tygart	1.55
Logan County	28.39	Misc.	10.79
Corridor G	50.31		

The Debtors are also responsible for certain additional mitigation obligations that remain outstanding under various permits issued by the Department of the Army pursuant to section 404 of the CWA.

The Debtors are also subject to active litigation as well as operational obligations set forth in certain consent decrees resulting from past litigation with both regulatory authorities and non-governmental organizations pursuant to so-called “citizen suit” environmental statutory provisions. Most notably, the Debtors currently operate subject to a Modified Consent Decree, dated November 15, 2012, that was entered into by the Debtors and the Ohio Valley Environmental Coalition, Inc., the West Virginia Highlands Conservancy, and the Sierra Club, in Civil Actions Nos. 3:09-cv-01167 and 3:11-cv-00115 (the “Modified Consent Decree”). The Modified Consent Decree was entered in settlement of citizen suit claims that had been brought against certain of the Debtors by these non-governmental organizations in the U.S. District Court for the Southern District of West Virginia alleging violations of permitting requirements under the CWA’s National Pollutant Discharge Elimination System (“NPDES”) and SMCRA, and was a modification of a prior September 2010 federal district court order and a March 2012 consent decree. The Modified Consent Decree sets out deadlines for the installation of certain water pollution control technologies to address selenium exceedances of effluent limitations in discharges from certain permitted outfalls at Corridor G Mining Complex, Logan County Mining Complex, and Paint Creek Mining Complex.<sup>19</sup> The Debtors have spent approximately \$77 million on these obligations to date. Additionally, as part of the Modified Consent Decree, the Debtors agreed to certain limitations on surface mining, including caps on surface-mine coal production, the retirement of certain surface mining equipment, and a covenant not to engage in any new large-scale surface mining operations. The Modified Consent Decree also contains certain stipulated penalty provisions that apply in the event that the Debtors fail to meet the specified treatment technology deadlines.

In addition, the Debtors are subject to selenium-related liabilities, compliance obligations and costs at other locations not directly governed by the Modified Consent Decree. For example, Outfall 001 under NPDES Permit WV1022911, located at Surface Mine 22 within the Corridor G Mining Complex, is subject to selenium treatment obligations pursuant to a court order issued in September 2010 in Civil Action No. 3:09-cv-01167, brought by the same plaintiff parties to the Modified Consent Decree. The Modified Consent Decree extended the deadline for achieving compliance with the selenium effluent limitations established pursuant to the September 2010 order. In addition, as a condition to developing the Rattlesnake and Wet Branch Refuse Areas, the Debtors are required to install selenium treatment systems prior to development.<sup>20</sup> The Modified Consent Decree also identifies specific

<sup>19</sup> A parallel settlement between the Debtors and the West Virginia Department of Environmental Protection (“WVDEP”), entered in April 2013, adopts the same selenium compliance schedule for the outfalls identified in the Modified Consent Decree, resolving state civil enforcement actions brought in the Circuit Court of Boone County, West Virginia, Civil Actions No. 07-C-3 and 10-C-96.

<sup>20</sup> Selenium treatment obligations at the Rattlesnake Refuse Area arise under a Final Order issued by the West Virginia Environmental Quality Board (Appeal No. 12-48-EQB). Selenium treatment obligations at the Wet Branch Refuse Area arise under SMCRA Permit O-3010-08.

sites within the Logan County Mining Complex, Kanawha Eagle Mining Complex, Paint Creek Mining Complex, Midland Trail Mining Complex, Rocklick Mining Complex, and Panther Mining Complex that may require testing and treatment of selenium in the future.<sup>21</sup> At this time, the Debtors expect approximately \$9 million in known costs associated with the selenium treatment obligations at these additional sites. Further, the Debtors are obligated to indemnify Shepard Boone Coal Co., a landowner of property formerly operated by Colony Bay Coal Company LLC that has been sued by non-governmental organizations over selenium concentrations in the groundwater at the property previously mined by Colony Bay Coal Company. The plaintiffs filed suit in the Southern District of West Virginia in February 2015, and the suit remains pending. A similar suit has been threatened by non-governmental organizations against Robin Land Company, LLC by notice of intent to sue issued on January 27, 2014. The same parties involved in the Modified Consent Decree have alleged unpermitted discharges of selenium, conductivity, sulfates, and total dissolved solids from point sources in violation of an “effluent standard or limitation” under Sections 301(a) and 505(a) of the CWA. The notice of intent alleges that these unpermitted discharges are emanating from reclaimed valley fills at the Chestnut Flats Surface Mine and the Wylo Surface Mine.

The Debtors are subject to other unresolved litigation, enforcement proceedings, and ongoing compliance obligations arising out of alleged violations of environmental laws, including the follow matters:

- In November 2014, WVDEP issued a compliance order to Eastern Associated Coal LLC, requiring increased monitoring, sampling and reporting to WVDEP based on exceedances of chlorides discharged under NPDES Permit WV0099015 at Federal Mine No. 2.
- Pursuant to NPDES permit restrictions, the Debtors are subject to chloride discharge restrictions at the Kanawha Eagle Mining Complex and Panther Mining Complex. To meet discharge limitations, the Debtors plan to construct a pipeline to the Kanawha River. The Debtors are negotiating the construction timeline with WVDEP and have established a capital expenditure budget of \$11 million to complete the project.
- On November 5, 2014, the Debtors received a notice of intent to sue by the owners of a property neighboring the Corridor G Mining Complex, alleging adverse impacts to groundwater resources. On November 6, 2014, the landowner filed a Petition for Writ of Mandamus in Lincoln County Circuit Court. On November 20, 2014, WVDEP issued a water replacement order under the West Virginia SCMRA, requiring the Debtors to provide an alternate source of potable water to landowner who issued the NOI as well as an additional landowner. The Debtors are currently in the process of arranging to provide a permanent source of water to satisfy the replacement order but have also filed an appeal of the water replacement order with the West Virginia Surface Mine Board (“SMB”). The SMB has indicated that they will not schedule an evidentiary hearing on the appeal while the Debtors are in bankruptcy.
- On April 27, 2015, five additional landowners of property neighboring the Corridor G Mining Complex sent a notice of intent to sue to the Debtors and WVDEP, alleging adverse impacts to groundwater resources. The Debtors are currently in the process of arranging to provide a permanent source of water to satisfy the replacement order.
- In May 2015, the Debtors received a notice of of alleged SMCRA violations from owners of properties near the Kopperston mine in the Rocklick Mining Complex pursuant to the West Virginia SMCRA (West Virginia Code § 22-3-25). The notice alleges adverse impacts to groundwater resources.
- On June 29, 2015, WVDEP issued a water replacement order under the West Virginia SCMRA to the Debtors, requiring them to provide an alternate source of potable water to a landowner near the Corridor G Mining Complex. The Debtors are currently negotiating a settlement of the landowner’s

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<sup>21</sup> The Debtors may also pursue future selenium treatment projects at the Jupiter Mining Complex, though not specifically identified in the Modified Consent Decree as potentially requiring treatment.

complaint. The Debtors also filed an appeal of WVDEP's water replacement order with the SMB on July 28, 2015. The appeal has not yet been scheduled for an evidentiary hearing.

- The Debtors have responsibility for certain pumping and monitoring obligations related to the former Eagle No. 2 Underground Mine in Illinois, pursuant to a Comprehensive Settlement Agreement, dated January 5, 2001 ("Eagle No. 2 Settlement"), entered into between Peabody Coal Company ("Peabody") and the Saline Valley Conservancy District ("District") to resolve litigation brought by the District alleging, among other things, that groundwater resources had been impacted by sulfates deriving from past mining activities. The Debtors assumed ownership of the Eagle No. 2 Underground Mine and the Eagle No. 2 Settlement obligations from Peabody pursuant to the execution of the Peabody Separation Agreement, dated October 22, 2007. The Eagle No. 2 Settlement required the implementation of a Groundwater Monitoring and Mitigation Plan to address the sulfate conditions, and the maintenance of a performance guarantee in the form of a bond in the amount of \$1,750,000 to secure the obligations under this plan. The Debtors have sought to terminate these groundwater monitoring and mitigation obligations, based on recent groundwater monitoring results, and termination efforts remain subject to ongoing litigation with the District and the Illinois EPA.
- In February 2014, an unknown amount of coal slurry containing the chemical crude 4-Methylcyclohexanemethanol ("MCHM") spilled into a tributary of the Kanawha River from the Debtors' Kanawha Eagle Prep Plant. WVDEP assessed a fine of \$72,245 and required the Debtors to develop a "transportation plan," including installation of secondary containment to catch slurry spills. Implementation of the plan is nearly complete and is estimated to cost approximately \$100,000.
- The Debtors contribute funds to a trust that supports water treatment operations at Barnes and Tucker Coal Company's abandoned Lancashire Number 15 Mine ("Number 15 Mine"), adjacent to the Debtors' former Colver underground mine. In 1969, the Number 15 mine flooded and ultimately blew out, resulting in mine pool discharges to a nearby public waterway. Following the blowout, Barnes and Tucker pumped and treated the Number 15 Mine until it filed for bankruptcy. Barnes and Tucker sued the Debtors, as successors to the Colver mine's former owner, Peabody, alleging that activities at the Colver mine contributed to flooding at the Number 15 Mine and, ultimately, the mine's blowout. Pursuant to a Consent Order and Agreement dated November 18, 2013 with the Pennsylvania Department of Environmental Protection and the Clean Streams Foundation, Inc., the Debtors support operation of a treatment plant at the Barnes and Tucker site through these trust contributions. The Debtors maintain \$17 million in surety bonds, which were issued on behalf of Peabody, to support this obligation.
- At the Harris 2 Mine, Rocklick Mining Complex, previous mining operations conducted by the Debtors under a stream resulted in stream subsidence and water seepage in the 1992 timeframe. WVDEP commenced an enforcement action against the Debtors, and the Debtors submitted a proposal to WVDEP in approximately 2005 for a resolution of this matter. The matter remains pending with WVDEP.
- The Debtors have received claims regarding land subsidence issues in the vicinity of certain former underground mining sites. Most of the subsidence claims brought against the Debtors relate to former Peabody operations in Illinois and Kentucky. Most recently, the Debtors received a notice from the Illinois Department of Natural Resources, dated July 14, 2015, regarding potential land subsidence in the vicinity of the former Peabody Mine No. 10.

Pursuant to NPDES permit obligations, the Debtors must treat water at several sites based on high concentrations of regulated pollutants, including iron, pH, manganese, and aluminum, before discharging to public waterways. Specific sites include the Logan County Mining Complex, Corridor G Mining Complex, Paint Creek Mining Complex, Patriot surface mine, Big Mountain 16 underground mine, Colony Bay surface mine, former Will Scarlet surface mine, former Tygart River deep mine, former Delmont mine, former Colver Mine, Sunnyhill refuse area, Weatherby preparation plant and refuse area, Wharton refuse area, closed Catenary operations, and several

Mountain View mines.<sup>22</sup> In addition, the Debtors must pump water from the Beckley, Dakota, and Harris No. 1 mines in order to avoid flooding other mining complexes and nearby infrastructure.

As described in further detail in Article IV.B.5.b below and in the Blackhawk APA, Blackhawk has agreed to assume certain environmental liabilities in connection with the Blackhawk Transaction. For the avoidance of doubt, Blackhawk has only agreed to assume those environmental liabilities specifically identified as Assumed Liabilities in the Blackhawk APA, and all other liabilities are excluded liabilities that shall be retained by and remain liabilities of the applicable Debtor. Notwithstanding Blackhawk's intention to assume only environmental liabilities included as Assumed Liabilities in the Blackhawk APA, the Shonk Land Company ("Shonk") submits that a number of the leases that Blackhawk presently proposes be assumed and assigned contain environmental indemnity provisions. Shonk asserts that, under settled law in the Fourth Circuit, these leases can be assumed and assigned only *in toto*, including the environmental indemnity provisions contained therein.

If the Debtors are able to consummate the VCLF Transaction, certain environmental liabilities treated as Blackhawk Excluded Liabilities under the Blackhawk APA would be assumed by the third-party purchaser.

The Debtors, on the one hand, and certain state and federal governmental authorities, sureties, and coal lessors, on the other hand, disagree with respect to whether certain of the Debtors' environmental liabilities should be classified as General Unsecured Claims, Administrative Claims, or non-dischargeable compliance obligations under the Bankruptcy Code and applicable law. The Debtors hope to resolve these issues with the applicable parties consensually in advance of Confirmation. To the extent that the parties are unable to reach agreement, this dispute may be litigated in connection with Confirmation.

#### **d. Third-Party Guarantees, Indemnities, and Similar Obligations**

Certain third-parties have issued guarantees or indemnities with respect to the Debtors' environmental and employment-related obligations. As part of an overall settlement of the Debtors' environmental and employee-related liabilities, the Debtors intend to pursue acceleration of the guarantees and indemnities provided by third parties. This includes monetizing any available collateral provided by third parties. A brief description of some of the collateral the Debtors will seek to pursue is provided below. At this time the Debtors have not secured the agreement of the regulatory authorities or the sureties that currently provide surety bonds on behalf of the Debtors, for use of any surety collateral. The sureties contend that a. Agreement is required *inter alia* regarding the following issues: i) release or reduction of existing surety bonds; ii) providing financial support for VCLF or the Liquidating Trust; and iii) any use of surety collateral.

Also as described in Article III.B.3.c, the Debtors are subject to certain known environmental liabilities and obligations related to current and historical mining operations, arising from state and federal laws and various consent decrees entered into with agencies and non-governmental organizations. The environmental obligations include selenium treatment requirements, perpetual water treatment obligations, mine reclamation obligations, and other miscellaneous liabilities. Regulatory authorities require the Debtors to maintain surety bonds and other forms of financial security to guarantee performance of their reclamation obligations. As of the Petition Date, the Debtors had approximately \$216.7 million in outstanding surety bonds related to their reclamation obligations. In the aggregate, the Debtors have provided collateral in an amount of approximately \$122.5 million in support of surety bonds. This amount includes approximately \$20.2 million of collateral posted by Peabody on the Debtors' behalf and approximately \$16.1 million in collateral posted by Arch Coal on the Debtors' behalf on account of the Debtors' reclamation obligations. In addition, certain other environmental obligations are backed by bonds posted by third parties, including a \$15 million guarantee from Peabody for selenium treatment that originally related to certain outfalls at the Hobet and Apogee mining complexes.

As described in Article II.A.4, the Debtors are subject to workers' compensation laws in the states in which they operate or used to operate. The Debtors have provided letters of credit in the total approximate amount of

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<sup>22</sup> Mountain View is subject to water treatment obligations under SMCRA permits S-218-75, S-38-76, S-268-76, S-193-77, S-141-79, S-38-80, S-103-80, O-21-82, D-31-82, S-6015-86, and R-753.

\$150.6 million as collateral to these insurance providers to secure their workers' compensation obligations. Peabody has separately provided letters of credit in a total approximate amount of \$18.3 million to secure the Debtors' workers compensation obligations.

As described in Article II.B.1, as part of the Peabody Settlement, Peabody agreed to provide \$141 million in credit support for letters of credit and cash collateral previously posted by Patriot for UMWA retiree healthcare, obligations under the Black Lung Act and Coal Act, and other obligations.

The sureties assert that the Plan is not confirmable because it appears to provide that the buyers under the Blackhawk Transaction and/or the VCLF Transaction shall be allowed to operate under the Transferred Permits prior to posting a replacement surety bond that is in a penal amount equal to or greater than the existing bond relating to the particular permit to be transferred. The sureties assert that a buyer of any of the assets to be transferred pursuant to the Blackhawk Transaction, the VCLF Transaction, or any other sale contemplated under the Plan may not undertake any mining activities under any Transferred Permits for which one or more bonds have been issued by a third-party surety or sureties, unless and until (a) such buyer timely files all applications required to transfer such Transferred Permit as may be prescribed by applicable law and (b) such buyer has posted a replacement bond or bonds in penal amounts equal to the greater of (i) the penal amounts of the existing bonds issued with respect to the applicable Transferred Permit or (ii) the penal amounts as may be required by the applicable state and/or federal regulatory authorities in respect of such Transferred Permit. Additionally, the sureties assert that, except to the extent that a surety has executed a document expressly providing otherwise, the Plan is not feasible and cannot be confirmed because it and the related sales documents appear to expressly or implicitly provide either that (a) the sureties have consented to the substitution of the named principal(s) on the outstanding surety bonds, or (b) the surety bonds issued assure payment or performance of obligations, operations or activities of parties other than the principals named in such surety bonds. Further, the sureties assert that the Plan is not confirmable because it and the related sale documentation appear to provide or imply that the rights of the sureties with respect to non-Debtor entities under applicable bankruptcy and non-bankruptcy law, under any indemnity agreements, surety bonds or related agreements or under any letters of credit relating thereto, are released, discharged, impaired or otherwise modified.

### C. **Exploration of Strategic Alternatives and Cost Reductions** Prior to the Petition Date

Subsequent to emerging from the 2012–13 Restructuring, the Debtors and a special committee of the Debtors' Board of Directors retained Kirkland & Ellis LLP, as counsel, and, ultimately, Centerview Partners, LLC ("Centerview"), as investment banker, and Alvarez & Marsal North America, LLC, as financial advisor, and began exploring strategic M&A and sale transactions to address their continued challenges. Those efforts, however, did not yield a transformative transaction. Accordingly, in response to continued challenges, the Debtors took actions to further reduce their cost structure by idling and reducing activity at certain mining complexes in order to match expected sales volumes and market demand.

In addition, Patriot completed the sale of all assets associated with its Dodge Hill mining complex and certain undeveloped coal reserves in Western Kentucky to Alliance Resources Partners, L.P. ("Alliance") in February 2015. Patriot also entered into asset purchase agreements (collectively, the "Prairie APAs") with Prairie Mining Company, LLC and Prairie Dock Company, LLC (collectively, "Prairie") for the sale of permits and associated property rights for Patriot's Highland mining complex (collectively, the "Prairie Assets") (such sales, collectively, the "Prairie Transactions"). In addition to these asset purchase agreements, on December 31, 2014, Patriot sold its rights to certain coal supply agreements to Alliance affiliates, realizing a cash gain of approximately \$9.1 million.

On July 26, 2015, the Debtors filed a motion seeking Court authority to, among other things, close the Prairie Transactions and, subject to the terms of the Prairie APAs, sell the Prairie Assets free and clear of all liens, claims, and encumbrances pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 6004 [Docket No. 526] (the "Prairie Motion"). On July 27, 2015, Prairie filed a limited objection to the Prairie Motion, asserting that, among other things, Prairie needed additional time to conduct due diligence needed to close the Prairie Transactions. On July 30, 2015, the Bankruptcy Court continued the hearing. On August 3, 2015, the Debtors filed an amended and restated motion seeking Court authority to, among other things, assume the Prairie APAs pursuant to section 365 of the Bankruptcy Code; close the Prairie Transactions; subject to the terms of the Prairie APAs, sell

the Prairie Assets free and clear of all liens, claims, and encumbrances pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 6004; assume and assign underlying contracts and leases pursuant to section 365 of the Bankruptcy Code; and compelling Prairie to close the Prairie Transactions with notice of hearing [Docket No. 730] (the "Amended and Restated Prairie Motion"). On August 10, 2015, the Committee filed a statement of support of the Amended and Restated Prairie Motion. On August 14, 2015, Prairie filed a limited objection to the Amended and Restated Prairie Motion, asserting that, among other things, the Bankruptcy Code does not authorize an order compelling Prairie to close the Prairie APAs or to do so on a specific date. The hearing to consider the Amended and Restated Prairie Motion is scheduled to begin on August 18, 2015.

In the months leading up to the Petition Date, the Debtors' management had to address increasingly severe pressures on its financial condition due to continued weakened demand for coal. In the first quarter of 2015, it became apparent that Patriot would have difficulty obtaining an unqualified audit opinion by March 31, 2015, which would have been an event of default under its secured debt instruments. And unless cured 30 days thereafter, this default would have accelerated (and cross-accelerated) Patriot's approximately \$797 million secured capital structure. Additionally, Patriot was in jeopardy of not satisfying certain financial covenants. Accordingly, the Debtors and their advisers negotiated and obtained on March 31, 2015 requisite amendments from their lenders that provided further time to explore options to secure additional liquidity and/or effectuate a going-concern sale and/or restructuring transaction (collectively, the "March 31 Amendments"). Also over the months leading up to the Petition Date, the Debtors explored numerous strategic alternatives and engaged in multiple efforts to sell assets.

*First*, Patriot engaged in extensive negotiations with purchasers interested in one of their underground mining complexes known as Federal. These discussions led to significant indications of interest for a sale of Federal. As part of the March 31 Amendments, however, the Debtors and their lenders agreed to postpone this transaction until it could be confirmed whether a sale outside of a chapter 11 case would obtain the greatest possible value for the asset.

*Second*, Patriot had extensive negotiations regarding the sale of certain reserves at its Huff Creek mine. These discussions led to an agreement in principle for a transaction slated to close by April 30, 2015. As part of the March 31 Amendments, it was agreed that Patriot could retain 50 percent of the Huff Creek asset-sale proceeds for general corporate purposes, and the other 50 percent would be used to collateralize a debt service reserve for the Prepetition LC Facility. In the last week of April, however, a series of complications arose that precluded consummation of this transaction, and Patriot's consequent inability to utilize these expected sale proceeds was a further material strain on liquidity.

*Finally*, and most significantly, in the weeks leading up to the Petition Date, the Debtors began extensive negotiations with Blackhawk with regard to a transaction acquiring essentially all of the Debtors' operating assets (excluding, among other assets, Federal) and many of their reserves (including Huff Creek). Discussions with Blackhawk ultimately resulted in the Blackhawk APA, ~~attached to this Disclosure Statement as Exhibit H and~~ discussed in more detail in Article IV.B.5.a of this Disclosure Statement.

The Debtors are subjecting the Blackhawk Transaction to an overbid process to ensure that they maximize value and recoveries for their stakeholders.

#### **ARTICLE IV. THE CHAPTER 11 CASES AND CERTAIN SIGNIFICANT EVENTS AND INITIATIVES**

On May 12, 2015, each Debtor filed with the United States Bankruptcy Court for the Eastern District of Virginia a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors have continued to operate their businesses and manage their properties as debtors in possession in accordance with sections 1107 and 1108 of the Bankruptcy Code. The following comprises a general summary of the Chapter 11 Cases including, without limitation, a discussion of the Debtors' restructuring and business initiatives since the Petition Date.

**A. Overview of Chapter 11**

Chapter 11 is the principal business reorganization chapter of the Bankruptcy Code. Under chapter 11, a debtor can reorganize its business for the benefit of itself, its creditors and its interest holders. Chapter 11 also promotes equality of treatment for similarly situated creditors and similarly situated interest holders.

The commencement of a chapter 11 case creates an estate that is composed of all of the legal and equitable interests of the debtor as of that date. The Bankruptcy Code provides that the debtor may continue to operate its business and remain in possession of its property as a “debtor in possession.”

**B. Certain Significant Events and Initiatives during the Chapter 11 Cases**

**1. DIP Facility and Case Milestones**

On the Petition Date, the Debtors filed a motion (the “DIP Motion”) seeking Bankruptcy Court authority to, among other things: (i) consummate the proposed Debtor-in-Possession Term Loan Agreement (including any amendments, supplements, and modifications thereto, the “DIP Loan Agreement”) and enter into a debtor-in-possession financing facility (the “DIP Facility”); (ii) utilize cash collateral; (iii) grant superpriority administrative-expense status to the lenders party to the DIP Loan Agreement (collectively, the “DIP Lenders”) to secure all obligations owed thereunder in accordance with the provisions of the Final DIP Order (as defined below) and the other DIP Loan Documents (as defined in the Final DIP Order), as well as automatically perfected security interests in and liens on the DIP Collateral (as defined in the Final DIP Order); and (iv) provide adequate protection to the Prepetition LC/Term Collateral Agent, the Prepetition Term Agent, the Prepetition Term Lenders, the Prepetition LC Agent, the Prepetition LC Lenders, the Prepetition ABL Agent, the Prepetition ABL Lenders, the Prepetition Notes Trustee, and the Prepetition Noteholders (each as defined in the Final DIP Order).

The DIP Facility generally provides for the following:

- a multi-draw term loan of \$100 million in maximum aggregate principal amount (exclusive of interest paid in kind) secured by first-priority priming liens on substantially all of the Debtors’ assets, subject only to the Carve Out (as defined in the DIP Loan Agreement), liens that are senior to the liens of the Debtors’ prepetition lenders as of the Petition Date, and, with respect to the Priority ABL DIP Collateral, the Prepetition ABL Liens, and the ABL Adequate Protection Liens (each as defined in the Final DIP Order);
- interest payable at a rate of 12 percent plus 2 percent default interest, as applicable, payable in kind;
- borrowings and disbursements made in accordance with the terms of an agreed 13-week budget;
- an initial interim advance of \$30 million funded after entry of an order approving the DIP Facility on an interim basis, followed by intermittent borrowings after entry of the Final DIP Order, in accordance with the terms and conditions set forth in the DIP Loan Agreement; and
- adequate protection for the Debtors’ prepetition secured creditors in the form of, among other things, replacement liens, superpriority claims, and the payment of postpetition interest and certain fees and expenses for certain of the Debtors’ prepetition secured parties.

On May 15, 2015, the Bankruptcy Court entered an order approving the DIP Motion on an interim basis, allowing the Debtors to access the \$30 million interim advance under the DIP Facility.

On June 1, 2015, the official committee of unsecured creditors (the “Committee”) and the Prepetition LC Agent each filed an objection to the DIP Motion being entered on a final basis [Docket Nos. 178, 180]. These objections contended, respectively, that the relief requested would give the DIP Lenders too much control over the Chapter 11 Cases and that the Debtors could not provide the required adequate protection to senior secured creditors. Thereafter, the Debtors and the Committee and Prepetition LC Agent negotiated in good faith to resolve their

respective objections. Those negotiations resulted in a resolution of the Committee’s objection by, among other things, revising the DIP Loan Agreement’s case milestones; however, notwithstanding the parties’ efforts to resolve all disputed issues, the Prepetition LC Agent’s objection remained outstanding as of the hearing date for the DIP Motion. On June 4, 2015, the Bankruptcy Court overruled the Prepetition LC Agent’s objection and entered an order approving the DIP Motion on a final basis [Docket No. 230] (the “Final DIP Order”).

The Final DIP Order allows the Committee to commence a contested matter or adversary proceeding (subject to the limitation contained in the Final DIP Order) (a) challenging the amount, validity, or enforceability of the Debtors’ prepetition obligations under the Prepetition ABL Facility, Prepetition LC Facility, Prepetition Term Loan Facility, or Prepetition Notes or the perfection or priority of any liens thereunder or (b) otherwise asserting any objections, claims, or causes of action on behalf of the Debtors’ estates against the Prepetition Secured Parties (as defined below) no later than 45 days after the appointment of the Committee, provided that such time period may be extended, generally, upon agreement of the Prepetition Secured Parties or by Court order for cause. On July 6, 2015, the Debtors filed a stipulation whereby the Committee’s deadline to commence such a challenge would be extended to July 27, 2015 [Docket No. 458].

The Final DIP Order provides the DIP Lenders with, among other things, (a) a first-priority lien on and security interest in all unencumbered assets of the Debtors (other than as contemplated in the immediately succeeding clause (b)), (b) a junior lien on and security interest in all prepetition and postpetition assets of the Debtors that constitute, or would constitute but for the commencement of the Chapter 11 Cases, ABL Priority Collateral (as defined in the First-Lien Intercreditor Agreement), and (c) a first-priority priming lien on and security interest in all assets of the Debtors encumbered by first-priority liens under the Prepetition LC Facility or the Prepetition Term Loan Facility or any liens securing the Prepetition Notes. *See* Final DIP Order ¶ 14. The Final DIP Order additionally granted liens on all of the Debtors’ encumbered and unencumbered assets as adequate protection to the Prepetition ABL Agent (on behalf of itself and the Prepetition ABL Lenders), the Prepetition LC/Term Collateral Agent (on behalf of itself, the Prepetition LC Agent, the Prepetition Term Agent, the Prepetition LC Lenders, the Prepetition Term Lenders, and the other Prepetition LC/Term Secured Parties), and the Prepetition Notes Trustee (on behalf of itself and the holders of Prepetition Notes) (such agents, lenders, and other secured parties, collectively, the “Prepetition Secured Parties”). *See* Final DIP Order ¶ 25. Accordingly, the Debtors believe no unencumbered assets are available for unsecured creditors; *provided* that the DIP Lenders and the Prepetition Secured Parties have agreed not to take a lien on any avoidance action under chapter 5 of the Bankruptcy Code or any proceeds therefrom.

As noted above, the DIP Facility requires the Debtors to achieve certain case milestones on or prior to their corresponding deadlines, as set forth below.<sup>23</sup>

<u>Date</u>	<u>Milestone</u>
June 30, 2015	Enter into a binding stalking horse asset purchase agreement for the sale of at least four mines and related assets (“ <u>APA</u> ”) through a chapter 11 plan to a potential acquirer, in form and substance reasonably acceptable to the Required Lenders (as defined in the DIP Loan Agreement).
	File bidding procedures motion in form and substance acceptable to the Required Lenders.
July 31, 2015	Entry of order approving bidding procedures motion in form and substance reasonably acceptable to the Required Lenders.
August 1, 2015	File disclosure statement and chapter 11 plan incorporating APA, both in form

<sup>23</sup> As discussed in Article IV.B.5.b of this Disclosure Statement, the Blackhawk APA also contemplates certain case milestones and deadlines, with some of those deadlines occurring earlier than the respective DIP Facility deadlines. [Blackhawk has also consented to the extended deadlines provided in the Scheduling Motion and the Auction Scheduling Notice.](#)



and substance acceptable to the Required Lenders.

Either (a) reach agreement with the UMWA for modification of collective bargaining agreements necessary to implement APA or (b) file a motion for relief under sections 1113 or 1114 of the Bankruptcy Code.

September 21, 2015	Deadline for competing bids.
September 28, 2015	Conduct auction (if necessary).
October 1, 2015	Entry of order approving 1113/1114 motion (if the Debtors have not reached an acceptable agreement with the UMWA) with relief necessary to implement APA. Entry of order approving winning bidder (subject to plan confirmation) in form and substance reasonably acceptable to the Required Lenders.
October 15, 2015	Entry of order approving Disclosure Statement in form and substance reasonably acceptable to the Required Lenders.
November 23, 2015	Entry of order confirming the Debtors' chapter 11 plan in form and substance reasonably acceptable to the Required Lenders.
November 30, 2015	Closing / effective date of the Debtors' chapter 11 plan.

Failure to achieve any of the milestones triggers an event of default under the DIP Facility. The DIP Lenders may, however, extend any of the above dates or modify any of the above milestones with the consent of the Required Lenders, which constitute DIP Lenders holding  $66\frac{2}{3}$  percent of the Outstanding Amount of Term Loans and the aggregate unused Commitments (each as defined in the DIP Loan Agreement) under the DIP Facility. [The DIP Lenders, specifically, have consented to the extended deadlines as provided in the Scheduling Motion and the Auction Scheduling Notice.](#)

**2. Automatic Stay**

The filing of the Debtors' bankruptcy petitions on the Petition Date triggered the immediate imposition of the automatic stay under section 362 of the Bankruptcy Code, which, with limited exceptions, enjoined all collection efforts and actions by creditors, the enforcement of liens against property of the Debtors and both the commencement and the continuation of prepetition litigation against the Debtors. With certain limited exceptions and modifications as permitted by order of the Bankruptcy Court, the automatic stay remains in effect until the effective date of the Plan.

**3. Description of Certain Significant First Day Motions and Orders**

On the Petition Date, the Debtors filed numerous "first day" motions seeking various relief intended to ensure a seamless transition of the Debtors' business operations into chapter 11 and facilitate an efficient administration of the Chapter 11 Cases. The relief requested in these motions, among other things, allowed the Debtors to continue certain normal business activities that may not be specifically authorized under the Bankruptcy Code or as to which the Bankruptcy Code may have required prior court approval. Substantially all of the relief requested in the first-day motions was granted by the Bankruptcy Court. These motions and orders are available for review on the website maintained by Prime Clerk for the Chapter 11 Cases at <https://cases.primeclerk.com/PatriotCoal>.

The orders entered pursuant to the Debtors' first-day motions authorized the Debtors to, among other things:

- establish certain notice, case management, and administrative procedures;

- pay prepetition employee wages, salaries, other compensation, and reimbursable expenses, continue an ordinary-course incentive program for non-insiders, continue employee benefits programs in the ordinary course of business, and allow employees and retirees to proceed with outstanding workers' compensation claims;
- continue operating their existing cash management system, honor certain prepetition obligations related thereto, maintain existing business forms, and continue to perform intercompany transactions consistent with historical practice, *see* [Docket No. 4] (the "Cash Management Motion");
- establish procedures to determine adequate assurance for utility providers, under which the utility companies could not discontinue utility services except in certain circumstances;
- honor all customer obligations the Debtors deem appropriate in the ordinary course of business and continue, renew, replace, implement, or terminate any customer practice;
- pay certain prepetition claims of certain critical vendors;
- pay for goods that were ordered prior to the Petition Date but delivered after the Petition Date;
- enter into and perform under coal sale contracts in the ordinary course of business;
- continue, renew, supplement, and purchase insurance coverage and related insurance premium financing agreements;
- continue and renew their surety bond program;
- pay severance, excise, sales, use, franchise, property, environmental, and safety taxes and fees, and other similar taxes and fees; and
- establish procedures to protect the Debtors' estates against the possible loss of valuable tax benefits.

#### **4. Appointment of the Creditors' Committee**

On May 21, 2015, the U.S. Trustee appointed the Committee. The Committee members are Crown Parts & Machine, Inc., Enviromine, Inc., Raleigh Mine & Industrial, Strata Mine Services, LLC, U.S. Bank National Association (as trustee for the Debtors' second-lien notes), the UMWA, and United Mine Workers of America 1974 Pension Plan and Trust. The Committee proposed to retain Morrison & Foerster LLP and Tavenner & Beran PLC as its legal advisors and Jefferies LLC as its investment banker (collectively, the "Committee Advisors").

Since the Committee's formation, the Debtors have consulted with the Committee concerning the administration of the Chapter 11 Cases, and the Committee has remained an active participant in these Chapter 11 Cases. The Debtors have kept the Committee informed of matters relating to the Debtors' business operations and have conferred with, and sought the concurrence of, the Committee to the extent proposed actions and transactions outside of the ordinary course of the Debtors' business would affect the Committee's constituency. The Committee has participated actively with the Debtors' management and professional advisors in reviewing the Debtors' business plans and operations.

#### **5. The Sale Processes and Auctions**

##### **a. Overview**

As of the date hereof, the Debtors have (a) negotiated a transaction to sell certain assets to Blackhawk and (b) negotiated a transaction pursuant to which VCLF will acquire the assets (excluding the Debtors' receivables) not proposed to be acquired in the Blackhawk Transaction and has agreed to assume certain liabilities excluded from the

Blackhawk Transaction. As of the date hereof, the Debtors believe consummating the VCLF Transaction (subject to higher or better bids pursuant to the Bidding Procedures) is in the best interests of the estates and, together with the Blackhawk Transaction, facilitates the optimal exit from the chapter 11 cases.

To the extent the VCLF Transaction or a similar sale transaction cannot be consummated, however, the assets not acquired and the liabilities not assumed by Blackhawk in connection with the Blackhawk Transaction will vest in a Liquidating Trust, which, subject to the Claims compromised by the Plan, will assume all of the Debtors' liabilities and obligations excluded from the Blackhawk Transaction, continue to hold all permits not assigned to Blackhawk in connection with the Blackhawk Transaction for active and inactive mining operations that require reclamation activities, and manage all future reclamation activities.

The Bankruptcy Court has approved the Bidding Procedures, described in Article IV.B.6 of this Disclosure Statement, which put in place a process that the Debtors believe will maximize creditor recoveries and allow them to further market test the Blackhawk Transaction and the VCLF Transaction. The Bidding Procedures, described in Article IV.B.6 of this Disclosure Statement, will govern the Debtors' efforts and assist in creating a robust process.

**b. The Blackhawk Transaction and Auction<sup>24</sup>**

Blackhawk has agreed to purchase certain of the Debtors' assets and assume certain liabilities through a company (the "Combined Company") that will be capitalized with a combination of debt and equity, pursuant to the terms and conditions set forth in the Blackhawk APA (such transaction, the "Blackhawk Transaction").~~The Blackhawk Transaction is the result of substantial efforts on behalf of the Debtors and their advisors to negotiate and consummate a strategic transaction that will maximize the value of the Debtors' estates. As noted above, in late 2014, the Debtors and their advisors began exploring an out of court sale or merger transaction with a potential strategic partner. Although it became clear that such a transaction would not materialize, the Debtors and their advisors engaged in discussions or negotiations with two additional entities, one of which was Blackhawk. Both entities insisted that they would only consummate a transaction through a chapter 11 process and delivered preliminary bids. After analysis and review, the Debtors and their advisors concluded that the proposed Blackhawk Transaction provided the best option for maximizing value for the benefit of the Debtors' stakeholders. As such, the Debtors and their advisors, joined prior to and after the Petition Date by an ad hoc group of lenders holding a majority of the debt under the Prepetition Term Loan Facility and Prepetition Notes and their advisors, have engaged in extensive negotiations with Blackhawk and its advisors, and have agreed upon the terms set forth in the Blackhawk APA. A copy of the Blackhawk APA and a summary of the Blackhawk Transaction will be included in the Plan Supplement.~~

~~The Blackhawk Transaction, if consummated, would deliver to the Debtors' secured creditors approximately \$650 million of debt securities plus 30 percent of the pro forma Blackhawk equity, and provide for the assumption of certain other liabilities. The Blackhawk Transaction represents the highest and best transaction presently available for the Blackhawk Assets. Importantly, the Debtors are committed to achieving the highest or otherwise best bid for the all of their assets and operations, including the Blackhawk Assets, by marketing such assets and conducting a competitive bidding process and, if necessary, by conducting an auction (the "Auction").~~

~~In connection with such process, Blackhawk has agreed to serve as the stalking horse bidder (such bid, the "Blackhawk Bid") in exchange for the Debtors' agreement subject to Court approval to provide certain customary bid protections as fully set forth in the Term Sheet (collectively, the "Blackhawk Bid Protections"), including payment of a break up fee up to approximately \$12 million. As set forth in the Debtors' motion for entry of an order approving bidding procedures [Docket No. 200] (the "Bidding Procedures Motion"), the Blackhawk Bid Protections were necessary to induce Blackhawk to provide the Blackhawk Bid.~~

~~In exchange for the release of liens, if not otherwise refinanced, the Debtors' prepetition secured lenders will be offered take back debt in the Combined Company. The Debtors also expect that the Combined Company~~

<sup>24</sup> ~~Capitalized terms used in this Article IV.B.5.b but not otherwise defined in this Disclosure Statement or the Plan have the meanings given to them in the Blackhawk APA.~~

~~will assume a significant number of the Debtors' executory contracts, take on significant reclamation and environmental obligations associated with the Blackhawk Purchased Assets (as defined below), and offer jobs to most of the Debtors' employees associated with the Blackhawk Purchased Assets.~~

~~Under the Blackhawk APA, Blackhawk will acquire certain assets associated with the Panther, Rocklick, Wells, Kanawha Eagle, Midland Trail/Blue Creek, Paint Creek, and Logan County (limited to Stanley Fork, Cub Branch and the Fanco preparation plant and load out) complexes and certain associated reserves, certain controlled river docks, and certain other assets (collectively, the "Blackhawk Purchased Assets"). Further information regarding the Blackhawk Purchased Assets is available in the Blackhawk APA, including in the schedules thereto.<sup>25</sup> Blackhawk will not acquire the Federal Complex, Corridor G, Jupiter, all other Logan County assets, and certain other assets (collectively, the "Blackhawk Excluded Assets"). Further information regarding the Blackhawk Excluded Liabilities is available in the Blackhawk APA, including in the schedules thereto.~~

~~Blackhawk will assume certain liabilities in relation to the Blackhawk Purchased Assets, including all liabilities with respect to assumed permits, certain post-closing regulatory violations and obligations, post-closing obligations as to leases and subleases, post-closing liabilities arising as to former Patriot employees hired by Blackhawk, subject to certain limitations on employer health and safety liabilities (including workers' compensation liabilities and Black Lung Act liabilities), certain environmental liabilities under consent decrees affecting the Blackhawk Purchased Assets, and certain other obligations (collectively, the "Blackhawk Assumed Liabilities"). The Blackhawk Assumed Liabilities will include the obligation to replace all reclamation bonds associated with the assumed permits, as well as certain environmental obligations under the Modified Consent Decree (see Article III.B.3.c), including the selenium treatment requirements, to the extent related to the assumed permits associated with the Blackhawk Purchased Assets. Further information regarding the Blackhawk Assumed Liabilities is available in the Blackhawk APA, including in the schedules thereto. Blackhawk will not assume liabilities with respect to non-assumed permits, pre-closing liabilities (except those otherwise assumed), cure claims, the Debtors' employees not hired by Blackhawk, Patriot's existing collective bargaining agreements, Patriot's existing employee benefit plans, retiree medical or other retiree welfare benefits and liabilities associated with contributions to the 1974 Pension Plan, any other liabilities not expressly assumed pursuant to the terms of the Blackhawk APA. Further information regarding the Blackhawk Excluded Liabilities is available in the Blackhawk APA, including in the schedules thereto. Notwithstanding the foregoing, however, several lessors assert that the provisions of the Blackhawk APA that purport to allow Blackhawk or the Combined Company to assume certain leases without assuming all permits applicable to the properties leased violate settled law in the Fourth Circuit and thus will result in a non-confirmable plan.~~

~~On the terms and subject to the conditions set forth in the Blackhawk APA, in consideration for the Blackhawk Purchased Assets, the Blackhawk Assumed Liabilities, and the cash proceeds from the Second Lien Rights Offering, Blackhawk or the Combined Company, as applicable, will:~~

- ~~(a) (x) enter into the First Lien Term Loan, (y) enter into the First Lien L/C Facility (the First Lien L/C Facility and the New ABL, if any, are collectively referred to in this Disclosure Statement as the "Combined Company First Lien L/C Facility"), and (z) if necessary, at Blackhawk's option, enter into the New ABL. Subject to the provisions of the Blackhawk APA and subject to any capacity for additional extensions of credit under the New ABL, the principal amount of the aggregate indebtedness described in the foregoing clauses (x), (y) and (z) will not exceed \$653,263,955. The foregoing will be allocated as follows:
  - ~~(i) to refinance indebtedness that is Existing Blackhawk Indebtedness with the First Lien Term Loan in an amount, subject to the proviso to Section 2.06(a) of the Blackhawk APA, not to exceed \$300,000,000 (the "Blackhawk Funded Debt");~~~~

<sup>25</sup> ~~The Debtors filed the Blackhawk APA on June 22, 2015. Thereafter, on July 29, 2015, the Debtors filed the schedules to the Blackhawk APA [Docket No. 694]. Copies of the schedules to the Blackhawk APA are included with the Blackhawk APA attached hereto as Exhibit H.~~

~~(ii) to Patriot to enable Patriot to repay indebtedness under the Existing Patriot DIP Facility with the First Lien Term Loan in an amount not to exceed \$109,000,000;~~

~~(iii) to Patriot to enable Patriot to:~~

~~A. with respect to all indebtedness related to the Existing Patriot ABL Drawn LCs (other than as contemplated by the immediately following clause (iii).B), (i) repay in cash all such indebtedness with proceeds from the First Lien Term Loan or (at Blackhawk's option) with amounts drawn under the New ABL or (ii) to the extent not so repaid, convert such indebtedness into loans drawn under the New ABL on a dollar for dollar basis; and~~

~~B. with respect to each Existing Patriot ABL Undrawn LC, (a) replace such Existing Patriot ABL Undrawn LC with letter(s) of credit issued (or deemed issued) under the First Lien L/C Facility or (at Blackhawk's option) under the New ABL (provided that, as a condition to such replacement being effective for purposes of this clause (B), the undrawn portion of such date of determination of any outstanding letters of credit issued under the Prepetition ABL Facility to be considered so replaced will have been returned to the issuer thereof undrawn or otherwise canceled in a manner reasonably acceptable to the issuer thereof), and/or (b) have such Existing Patriot ABL Undrawn LC be deemed a letter of credit issued under the New ABL in an equal stated face amount, and/or (c) otherwise provide credit support (including cash collateralization of such Existing Patriot ABL Undrawn LC with proceeds from the First Lien Term Loan) on terms and in amount reasonably acceptable to Blackhawk, the Prepetition ABL Agent, and the issuer of the applicable letter of credit;~~

~~in an aggregate amount with respect to such drawn amounts under the Existing Patriot ABL Drawn LCs and undrawn amounts under the Existing Patriot ABL Undrawn LCs pursuant to the immediately preceding clauses (iii).A-B, respectively, not to exceed \$44,263,955 (plus any unpaid accrued interest, unpaid letters of credit fees, and unpaid reasonable fees and expenses as of the closing date of the Blackhawk APA, to the extent not paid pursuant to the Final DIP Order or the DIP Facility); and~~

~~(iv) to Patriot to enable Patriot to (a) repay indebtedness with respect to amounts drawn under the Existing Patriot LC Facility with the First Lien Term Loan and (b) replace undrawn letters of credit included in the Existing Patriot LC Facility with letters of credit issued (or deemed issued) under the First Lien L/C Facility, or to otherwise provide credit support with the First Lien Term Loan for such undrawn letters of credit, in an aggregate amount with respect to such drawn and undrawn amounts under the Existing Patriot LC Facility pursuant to clauses (a) and (b), respectively, not to exceed \$200,000,000;~~

~~provided, however, that to the extent that (a) the aggregate amount of the First Lien Term Loan allocated to the Existing Blackhawk Indebtedness above exceeds \$300,000,000, the amount of the First Lien Term Loan and the amount allocated pursuant to the Existing Blackhawk Indebtedness above shall be increased accordingly up to a cap (on such increase) of \$20,000,000 and (b) the aggregate amount of indebtedness with respect to the Existing Patriot ABL Drawn LCs and drawn amounts under the Existing Patriot LC Facility, plus the total face amount of the Existing Patriot ABL Undrawn LCs and undrawn letters of credit that are included in the Existing Patriot LC Facility, plus the amount of Indebtedness outstanding under the Existing Patriot DIP Facility is less than \$353,263,955 (such difference, a "DIP/LC Improvement") as of immediately prior to Closing, the following adjustments shall be made: (i) with respect to a DIP/LC Improvement of \$27 million or less, an amount equal to all or any portion of such DIP/LC Improvement may be allocated as term loans issued as part of the First Lien Term Loan at Blackhawk's election to fund working capital post Closing, or Blackhawk may elect that any remaining portion of such DIP/LC Improvement be allocated to reduce the amount of the First Lien Term Loan, the First Lien L/C~~

~~Facility and/or (if the New ABL is entered into to replace or refinance amounts under the Existing Patriot ABL Drawn LCs or Existing Patriot ABL Undrawn LCs) the New ABL, as applicable, in each case at or following Closing; (ii) with respect to a DIP/LC Improvement greater than \$27 million and up to \$46 million, \$27 million of such DIP/LC Improvement shall be allocated pursuant to clause (i) above, and an amount equal to the remainder of such DIP/LC Improvement shall be allocated to reduce the amount of cash to be raised in the Patriot First Lien Rights Offering on a dollar for dollar basis; (iii) with respect to a DIP/LC Improvement of greater than \$46 million and up to \$77 million, \$46 million of such DIP/LC Improvement shall be allocated pursuant to clause (ii) above, and an amount equal to the remainder of such DIP/LC Improvement shall be allocated to reduce the amount of cash to be raised in the Patriot Second Lien Rights Offering on a dollar for dollar basis to as low as zero; and (D) with respect to a DIP/LC Improvement of greater than \$77 million, \$77 million of such DIP/LC Improvement shall be allocated pursuant to clause (iii) above, and an amount equal to the remainder of such DIP/LC Improvement shall be allocated to reduce the amount of the First Lien Term Loan, the First Lien L/C Facility and/or (if the New ABL is entered into to replace or refinance amounts under the Existing Patriot ABL Drawn LCs or Existing Patriot ABL Undrawn LCs) the New ABL, as applicable.~~

~~(b) issue debt under the Second Lien PIK Loan (a) to Patriot to enable Patriot to repay the Existing Patriot First Lien Term Loan and (b) to the Patriot Second Lien PIK Notes holders in consideration for a portion of the Existing Patriot Second Lien PIK Notes in accordance with the Plan in an aggregate initial principal amount not to exceed \$297,000,000 (the “Combined Company Second Lien PIK Loans”), which shall be issued as follows:~~

~~(i) to Patriot to enable Patriot to repay the holders of indebtedness under the Existing Patriot First Lien Term Loan, in accordance with the Plan and in an initial principal amount not to exceed \$247,000,000;~~

~~(ii) to the holders of the Existing Patriot Second Lien PIK Notes in accordance with the Plan and in an initial principal amount not to exceed \$50,000,000;~~

~~and Blackhawk will use such portion of the Existing Patriot Second Lien PIK Notes acquired pursuant to the above to credit bid for a portion of the Blackhawk Purchased Assets; *provided, however,* that to the extent of any reduction in the amount of cash raised in the Patriot First Lien Rights Offering and Patriot Second Lien Rights Offering as a result of a DIP/LC Improvement, the issuance and sale by Buyer of a like principal amount of the First Lien Term Loan shall be backstopped by the Backstop Parties for cash at a price of \$0.85 per dollar of face value; and~~

~~(c) issue Class B membership interests in the Combined Company representing, in the aggregate, 30 percent of the equity of the Combined Company (collectively, the “New Class B Units”), to holders of the Existing Patriot Second Lien PIK Notes in consideration for a portion of their claims under the Existing Second Lien PIK Notes (and for any cash proceeds from the Second Lien Rights Offering), in accordance with the Plan, and Blackhawk will use such portion of the Existing Patriot Second Lien PIK Notes acquired pursuant to this bullet point to credit bid for a portion of the Blackhawk Purchased Assets.~~

~~The Blackhawk Transaction is conditioned upon the following and certain other customary closing conditions as set forth in the Blackhawk APA:~~

- ~~• the requisite orders having been entered by the Bankruptcy Court, to include (i) an order approving a Disclosure Statement (by August 4, 2015) and (ii) a final Confirmation Order (by September 24, 2015) approving the sale of Blackhawk Purchased Assets to Blackhawk free and clear of all liens;~~

- ~~• the Confirmation Order providing that Blackhawk and Post Closing Blackhawk are not successors to, or subject to liability for, Patriot (including, but not limited to, with respect to (a) collective bargaining agreements, (b) the Coal Act or (c) in relation to the 1974 Plan withdrawal liability);~~
- ~~• all Blackhawk Purchased Assets being free and clear of all liens, claims, encumbrances and other interests other than the assumed liabilities and certain permitted encumbrances;~~
- ~~• the refinancing or roll over of the Blackhawk Funded Debt (into First Lien Term Loan), the refinancing or roll over of the DIP Facility and the Existing Patriot LC Facility (into First Lien Term Loan and/or First Lien LC Facility), the repayment, conversion, replacement or other arrangements with respect to the Existing Patriot ABL Undrawn LCs and the Existing Patriot ABL Drawn LCs, and the issuance of the Combined Company Second Lien PIK Loans, in each case, having occurred;~~
- ~~• New Class B Units in the Combined Company having been issued on terms consistent with the Blackhawk APA;~~
- ~~• the Combined Company receiving at least \$50 million of cash from the proceeds of the Rights Offerings, subject to decreases with respect to a DIP/LC Improvement;~~
- ~~• the backstop agreements referenced herein being entered into at the time of the Blackhawk APA; and~~
- ~~• Blackhawk entering into new collective bargaining agreements ratified by the UMWA or the Bankruptcy Court enters final order(s) rejecting all CBAs.~~

~~The Blackhawk Transaction is subject to the overbid process described in Article IV.B.6 of this Disclosure Statement.~~

### c. The Federal Complex Sale and Process

In consultation with their advisors, the Debtors determined that selling the Federal Complex could generate material value for their estates and may provide an additional source of recovery for the Debtors' stakeholders and/or an important source of funding for the Liquidating Trust. Accordingly, contemporaneous with the marketing process for the assets to be sold in connection with the Blackhawk Transaction, the Debtors have marketed the Federal mining complex through competitive bidding as set forth in the Bidding Procedures and, if necessary, via an auction (the "Federal Complex Auction" and together with the Auction, collectively, the "Auctions").

The Debtors did not receive any bids for the Federal Complex as a standalone asset on or before July 21, 2015 at 5:00 p.m. prevailing Eastern Time, which was the initial outside date under the Bidding Procedures to identify a stalking horse bidder with respect to the Federal Complex (a "Federal Stalking Horse Bidder").

### d. The VCLF Transaction

VCLF has agreed to purchase the assets (excluding the Debtors' receivables) not proposed to be acquired in the Blackhawk Transaction and agree to assume certain liabilities excluded from the Blackhawk Transaction. As of the date hereof, the Debtors believe consummating the VCLF Transaction (subject to higher or better bids pursuant to Bidding Procedures) is in the best interests of the estates and, together with the Blackhawk Transaction, facilitates the optimal available exit from the chapter 11 cases.

The VCLF Transaction, if consummated, will use commercially reasonable efforts to deliver to the Debtors' unsecured creditors, ~~the UMWA VEBA, the Patriot VEBA and the 1974 Pension Plan~~ UMWA (both through intermediate vehicles) distributions of ~~non~~-voting equity securities in ~~ERP Compliant Fuels, LLC, at the VCLF subsidiary of VCLF that will be engaged in the ongoing business of active coal mining and sales.~~ The equity distributions with respect to this subsidiary, as contemplated by the VCLF Transaction, are as follows:

- up to ~~of 7.5% to a plan~~25 percent for the benefit of the UMWA ~~VEBA and the Patriot VEBA, collectively;~~
- ~~up to 10% to VCLF personnel~~5 percent for ~~purposes of providing incentive compensation;~~
- ~~up to 17.5% to the UMWA 1974 Pension Plan in connection with the modification of Patriot's Collective Bargaining Agreements;~~
- ~~up to 5% to the members of the Committee~~holders of Allowed General Unsecured Claims, other than the UMWA;
- up to ~~30%~~percent to VCLF; (or its designees); and
- up to ~~30%~~35 percent to the investment/operating partners of VCLF; (and/or their designees).

In connection with the Debtors' sale process VCLF has agreed to serve as the stalking horse bidder for the assets excluded from the Blackhawk Transaction in exchange for the Debtors' agreement ~~subject to Court approval~~ to provide certain customary bid protections; (collectively, the "VCLF Bid Protections"), including payment of a break-up fee of \$5 million and expense reimbursement of first up to \$2.5 million, and thereafter 50 percent of such amounts in excess of \$2.5 million up to an aggregate cap of \$3.5 million. ~~The Debtors will be filing a motion in On September 1, 2015, the near term to approve VCLF's bid protections, and such protections were necessary to induce~~ Bankruptcy Court entered an order approving the VCLF ~~to submit its bid.~~ Bid Protections [Docket No. 1033].

In connection with the VCLF APA, VCLF will acquire certain assets associated with the Federal Complex, Corridor G, Jupiter, all other Logan County assets, and certain other assets (the "VCLF Purchased Assets"). Further information regarding the assets proposed to be acquired by VCLF is available in the VCLF APA, ~~including in the~~ schedules thereto, and Exhibit K-2 attached to this Disclosure Statement.

VCLF will assume certain liabilities in relation to the VCLF Purchased Assets, including all liabilities with respect to assumed permits, certain post-closing regulatory violations and obligations, mine operating or safety compliance matters related to the condition of the VCLF Purchased Assets or the mining areas of the Purchased Business, compliance with Environmental Laws, environmental, safety or health conditions present at, under or migrating from the VCLF Purchased ~~a~~ Assets, Black Lung Liabilities for any transferred employee for whom VCLF is statutorily responsible for, certain environmental liabilities under consent decrees affecting the VCLF Purchased Assets, and certain other obligations (collectively, the "VCLF Assumed Liabilities").

It is a condition to the VCLF Transaction that, following the closing of the sale of the VCLF Purchased Assets, Blackhawk (or if the proposed Blackhawk Transaction does not close, the winning bidder or the Reorganized Debtors) will ~~agree to pay to VCLF up to an aggregate of \$9 million as consideration for VCLF agreeing to assume a similar amount of liabilities related to selenium treatment obligations pursuant to the certain modified consent decrees. As of the date hereof, Blackhawk has not agreed to this condition or to pay any amounts to VCLF or the Debtors in connection with the VCLF Transaction.~~ provide to VCLF (or its affiliates) cash or in-kind contribution reclamation work on permits transferred pursuant to the VCLF Transaction in an amount equal to the difference between the value of the BE 2570 dragline (the "Dragline") and \$9 million, but in any event not less than \$3 million. In addition, the Dragline, currently covered by the Blackhawk APA, may be transferred free and clear of all liens, claims, and interests to VCLF (or its designee), subject to successful negotiations of the terms of such transfer between Blackhawk and VCLF and VCLF being the winning bidder for the assets contemplated by the VCLF APA.

The Debtors shall have obtained from all necessary parties and/or Governmental Authorities an agreement providing for the release of all of Debtors' officers and directors from any and all liabilities from and after the closing for all operations and activities related to the VCLF Purchased Assets. The various Governmental Authorities are not obligated to provide this release, and may only consider agreement if and when the Debtors have satisfactorily complied with all statutory and regulatory requirements.



To the extent the VCLF Transaction or a similar sale transaction cannot be consummated, however, the assets not acquired and the liabilities not assumed by Blackhawk in connection with the Blackhawk Transaction will vest in a Liquidating Trust, which, subject to the Claims compromised by the Plan, will assume all of the Debtors' liabilities and obligations excluded from the Blackhawk Transaction, continue to hold all permits not assigned to Blackhawk in connection with the Blackhawk Transaction for active and inactive mining operations that require reclamation activities, and manage all future reclamation activities.

The VCLF Transaction is subject to the overbid process described in Article IV.B.6 of this Disclosure Statement. The VCLF Transaction may ultimately facilitate distributions not currently contemplated to other holders of Claims, and the Debtors will disclose terms of such arrangements prior to the Confirmation Hearing. In addition, the VCLF Transaction may ultimately require equity distributions to certain creditors that could result in the dilution of all parties.

## 6. Bidding Procedures and Overbid Process

To efficiently solicit, receive, and evaluate bids in a fair and accessible manner, the Debtors developed and proposed the Bidding Procedures to govern the Auction, attached as Exhibit 1 to the order approving, among other things, the Bidding Procedures [Docket No. 406]. The Debtors designed the Bidding Procedures to encourage all entities to put their best bids forward and to maximize the value of the Debtors' estates.

Various parties filed objections to the Bidding Procedures Motion, including the U.S. Trustee [Docket No. 322], the U.S. Department of Labor [Docket No. 307], the UMWA [Docket No. 294], and the Prepetition ABL Agent [Docket No. 327]. These objections contended, among other things, that (a) the bidding schedule was too abbreviated, (b) Blackhawk's break-up fee was excessive, chilling a competitive bidding process, (c) the Bidding Procedures too strongly favored Blackhawk, (d) the Bidding Procedures gave the Debtors too much discretion, and (e) the Bidding Procedures unnecessarily gave Blackhawk certain "outs" with regard to consummating the Blackhawk Transaction.

On June 25, 2015, the Bankruptcy Court entered an order approving, among other things, the Bidding Procedures [Docket No. 406] (the "Bidding Procedures Order").

The salient points of the Bankruptcy Court-approved Bidding Procedures are as follows.

- (a) Bid Requirements. Any proposal, solicitation, or offer to effectuate a Sale (each a "Bid") must be submitted in writing and determined by the Debtors in their business judgment to have satisfied the below requirements, after consultation with:
- i. counsel to the Committee;
  - ii. counsel to the DIP Lenders;
  - iii. counsel to the Prepetition Term Agent;
  - iv. counsel to the Prepetition LC Agent;
  - v. counsel to the Prepetition ABL Agent;
  - vi. counsel to the UMWA; and
  - vii. counsel for Federal Insurance Company, Argonaut Insurance Company, Indemnity National Insurance Company, Travelers Casualty & Surety Company of America, U.S. Specialty Insurance Company, Westchester First Insurance Company, Lexon Insurance Company, and Bond Safeguard Insurance Company (collectively, the "Sureties") and together with the each of the foregoing referenced in clauses (i) through (vi), collectively, the "Consultation Parties").

- (b) Purchased Assets and Assumed Liabilities. Each Bid must clearly identify the particular assets and liabilities the bidder seeks to acquire, whether in connection with the Blackhawk Sale, the Federal Sale, both, or some combination of the Assets, which combination is determined by the Debtors, after consultation with the Consultation Parties, to be a Qualified Bid. In evaluating a Bid, the Debtors will consider factors that include the assets acquired, cash and non-cash consideration, and liabilities assumed, including environmental liabilities.
- (c) Deposit. Each Bid must be accompanied by a cash deposit of \$17 million (each a “Deposit”). In the case of a Partial Bid (as defined below) the aggregate Deposit on account of all Partial Bids, taken together, to make a Qualified Bid must equal \$17 million and each individual Partial Bid need not be accompanied by a \$17 million Deposit. The Debtors will confer with each Bidder that submits a Partial Bid regarding the adequacy of such Bidder’s Deposit. Each Deposit will be held in an interest bearing escrow account to be identified and established by the Debtors.
- (d) Purchase Price; Minimum Bid. Each Bid must clearly set forth the purchase price to be paid, including cash and non-cash components, if any (the “Purchase Price”).
- i. Each Bid submitted in connection with the Blackhawk Transaction must (a) match the structure provided in the Blackhawk Bid and must satisfy the Blackhawk Initial Overbid, (b) propose an alternative transaction that provides substantially similar or better terms as the Blackhawk Bid including the Blackhawk Initial Overbid, or (c) propose to purchase the Blackhawk Assets for cash, and assume the corresponding liabilities on similar or better terms as the Blackhawk Bid (including with respect to the terms, conditions, and collateral coverage of any proposed post-closing loan facilities to be issued in satisfaction of assumed debt liabilities).
- ii. Each Bid submitted in connection with the Federal Complex Auction must (a) match the structure provided in the Federal Stalking Horse Bid, if any, and must satisfy the Federal Initial Overbid, (b) propose an alternative transaction that provides substantially similar or better terms as the Federal Stalking Horse Bid including the Federal Initial Overbid, if any, or (c) propose to purchase the Federal Assets for cash, and assume the corresponding liabilities; *provided that* if a Federal Stalking Horse Bid is not selected, Bidders may propose any transaction with respect to the acquisition of the Federal Assets, which proposals the Debtors, in consultation with the Consultation Parties, will evaluate and determine whether such proposals constitute a Qualified Bid.
- (e) Blackhawk Transaction Initial Overbid. The aggregate consideration proposed by each Bid seeking to acquire all of the assets to be acquired pursuant to the Blackhawk Bid must equal or exceed the sum of:
- i. cash or non-cash consideration in an amount equal to the Blackhawk Bid; *plus*
- ii. cash in an amount equal to the Blackhawk Bid Protections; *plus*
- iii. \$1 million in cash or cash equivalents (together with (i) and (ii) above, collectively, the “Blackhawk Initial Overbid”); *provided, however*, any party entitled under applicable law to do so may submit a credit bid in an amount equal to the Blackhawk Initial Overbid; *provided that* any such credit bid, or any Bid that includes a credit bid, must include cash in an amount necessary to satisfy the Blackhawk Bid Protections, if the Debtors are obligated to pay such protections.
- (f) Federal Sale Initial Overbid. The aggregate consideration proposed by each Bid seeking to acquire all of the assets to be acquired pursuant to the Federal Stalking Horse Bid, if any, must equal or exceed the sum of:

- i. cash or non-cash consideration in an amount equal to the Federal Stalking Horse Bid, if any; plus
  - ii. cash in an amount equal to the Federal Bid Protections, if any; plus
  - iii. \$250,000 in cash or cash equivalents (together with (i) and (ii) above, collectively, the “Federal Initial Overbid”); provided, however, any party entitled under applicable law to do so may submit a credit bid in an amount equal to the Federal Initial Overbid; provided that any such credit bid, or any Bid that includes a credit bid, must include cash in an amount necessary to satisfy the Federal Bid Protections, if the Debtors are obligated to pay such protections.
- (g) Markup of Blackhawk APA. Each Bid submitted in connection with the Blackhawk Transaction must expressly include the Bidder’s proposed markup of the Blackhawk APA, including all exhibits and schedules thereto, with an electronic blackline clearly marked to show changes requested by the applicable Bidder.
- (h) Markup of Federal APA. If the Debtors select a Federal Stalking Horse Bidder, then the Debtors will cause a proposed asset purchase agreement (the “Federal APA” and together with the Blackhawk APA and any Winning Bidder’s (as defined in the Bidding Procedures) asset purchase agreement, collectively, the “APAs”), to be served on applicable parties in connection with service of the Federal Stalking Horse Notice. Each Bid submitted in connection with the Federal Sale must expressly include the Federal APA with a blackline clearly marked to show changes requested by the applicable Bidder. If no Federal Stalking Horse Bid has been selected, any Bidder submitting a Bid in connection with the Federal Assets must include a proposed Federal APA in connection with such Bid.
- (i) Bids for Blackhawk Assets and Blackhawk Excluded Assets. To the extent a Bidder bids on a combination of Blackhawk Assets and Blackhawk Excluded Assets (including the Federal Assets), such Bidder may make such Bid by submitting a markup of the Blackhawk APA only.
- (j) Bids for Individual Assets or Combinations of Assets. Bidders may submit Bids for individual Assets or combinations of Assets and are not required to submit Bids for all Assets proposed to be included in the Blackhawk Sale or the Federal Sale (a “Partial Bid”). Partial Bids must include a markup of the Blackhawk APA, including all exhibits and schedules thereto. The Debtors shall determine, after consultation with the Consultation Parties, whether Partial Bids constitute Qualified Bids. Generally, to be considered a Qualified Bid, the Debtors, in consultation with the Consultation Parties, must conclude that the Partial Bid, when taken together with other Bids or Partial Bids, satisfies the criteria for being a Qualified Bid.
- (k) Bids for Other Excluded Assets. The Debtors are also soliciting Bids by the Bid Deadline for all other Excluded Assets, in addition to the Federal Complex, and such Bids may be made in conjunction with the Blackhawk Sale and/or the Federal Sale, or may be made for individual or collections of Excluded Assets. The Debtors reserve the right to conduct auctions for one or more Excluded Assets and to sell Excluded Assets if the Debtors determine, after consultation with the Consultation Parties, that a Bid for an Excluded Asset is acceptable. The Debtors also reserve the right not to sell any Excluded Assets if the Debtors determine, after consultation with the Consultation Parties, that there are no acceptable Bids for such Assets.
- (l) Same or Better Terms; Bid Documents. Except as otherwise provided in the Bidding Procedures, each Bid must be, in the Debtors’ reasonable business judgment, after consultation with the Consultation Parties, substantially on the same or better terms than the terms of the applicable APA. Each Bid must include duly executed, ancillary transaction documents necessary to effectuate the transactions contemplated in the Bid (such documents, the “Bid Documents”).

- (m) Employee Obligations. To be a Qualified Bid, each Bid must expressly propose a treatment of the CBAs, pension obligations, and other post-employment benefits (collectively, the “Employee Obligations”).
- (n) Demonstrated Financial Capacity; Committed Financing. Any Bidder must have, in the Debtors’ reasonable business judgment, after consultation with the Consultation Parties, the necessary financial capacity to consummate the proposed transactions required by its Bid. Each Bid must also include, by the Bid Deadline, committed financing, documented to the Debtors’ reasonable satisfaction, after consultation with the Consultation Parties, that demonstrates the Bidder has received sufficient debt and/or equity funding commitments to satisfy the Bidder’s Purchase Price and other obligations under its Bid, including the identity and contact information of the specific person(s) or entity(s) responsible for such committed financing whom Centerview and Kirkland & Ellis LLP should contact regarding such committed financing, and such demonstration shall include the ability to replace all surety bonds associated with the acquired Assets and the related permits, if applicable. Such funding commitments or other financing shall not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals, and shall have covenants and conditions reasonably acceptable to the Debtors after consultation with the Consultation Parties.
- (o) Identity. Each Bid must fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid (including each equity holder or other financial backer of the Bidder if such Bidder is an entity formed for the purpose of consummating the proposed transaction contemplated by such Bid), and the complete terms of any such participation. Under no circumstances shall any undisclosed principals, equity holders, or financial backers be associated with any Bid. Each Bid must also include contact information for the specific person(s) whom Centerview and Kirkland & Ellis LLP should contact regarding such Bid.
- (p) Contingencies; No Financing or Diligence Outs. Any Bid shall not be conditioned on the obtaining or the sufficiency of financing or any internal approval, or on the outcome or review of due diligence, but may be subject to the accuracy at the closing of specified representations and warranties or the satisfaction at the closing of specified conditions, which shall not be more burdensome, in the Debtors’ reasonable business judgment after consultation with the Consultation Parties, than those set forth in the applicable APA.
- (q) Irrevocable. A Bidder’s Bid shall be irrevocable unless and until the Debtors, after consultation with the Consultation Parties, accept a higher Qualified Bid or Bids and such Bidder is not selected as the Backup Bidder.
- (r) Expenses. Each Bidder presenting a Bid or Bids shall bear its own costs and expenses (including legal fees) in connection with the proposed transaction.
- (s) Authorization. Each Bid must contain evidence that the Bidder has obtained authorization or approval from its Board of Directors (or a comparable governing body acceptable to the Debtors) with respect to the submission of its Bid and the consummation of the transactions contemplated in such Bid.
- (t) As-Is, Where-Is. Each Bid must include a written acknowledgement and representation that the Bidder: (i) has had an opportunity to conduct any and all due diligence prior to making its offer; (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the assets in making its Bid; and (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the completeness of any information provided in connection therewith or the Auctions, except as expressly stated in the Bidder’s proposed APA.

- (u) Adequate Assurance of Future Performance. Each Bid must demonstrate, in the Debtors' and Centerview's reasonable business judgment, and after consultation with the Consultation Parties, that the potential Bidder can provide adequate assurance of future performance under all executory contracts and unexpired leases to be assumed pursuant to any proposed Sale.
- (v) Government Approvals. Each Bid must include a description of all governmental, licensing, regulatory, or other approvals or consents that are required to close the proposed Sales, together with evidence satisfactory to the Debtors, after consultation with the Consultation Parties, of the ability to obtain such consents or approvals in a timely manner, as well as a description of any material contingencies or other conditions that will be imposed upon, or that will otherwise apply to, the obtainment or effectiveness of any such consents or approvals.
- (w) Government Approvals Timeframe. Each Bid must set forth an estimated timeframe for obtaining any required internal, governmental, licensing, regulatory or other approvals or consents for consummating any proposed Sale.
- (x) Acknowledgment. Each Bid must include a written acknowledgement that the Bidder agrees to all of the terms for sale set forth in these Bidding Procedures.

**a. Bid Deadline**

Each Bid must be transmitted via email (in .pdf or similar format) to the Recipient Parties (as defined in the Bidding Procedures) so that the Recipient Parties actually receive the Bid on or before September 4, 2015, at 5:00 p.m., prevailing Eastern Time (the "Bid Deadline"), or such later date as is reasonably determined by the Debtors in their business judgment, after consultation with the Consultation Parties. ~~The~~Pursuant to the Auction Scheduling Notice, the Debtors will notify each Bidder whether its Bid is a Qualified Bid no later than September 7, 2015, at 5:00 p.m., prevailing Eastern Time. As noted in Article IV.B.1 of this Disclosure Statement, the DIP Lenders have consented to the extension of the date for the Auctions pursuant to the Auction Scheduling Notice.

**b. The Auctions**

If one or more Qualified Bids (in addition to the Blackhawk Bid and Federal Stalking Horse Bid, if any) are received by the Bid Deadline in connection with either the Blackhawk Transaction or the Federal Sale, the Debtors will conduct the Auctions to determine the Winning Bidders. ~~The~~Pursuant to the Auction Scheduling Notice, the Auctions, if necessary, will take place on September 9, 2015, at 10:00 a.m., prevailing Eastern Time, ~~in Richmond, Virginia~~ (at the offices of Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York (or at another location announced by the Debtors on or prior to September 7, 2015 any Auction)), or such later date and time as selected by the Debtors (in consultation with Blackhawk).

If no party submits a Qualified Bid by the Bid Deadline, the Debtors will not hold the Auctions. Notwithstanding anything in the Bidding Procedures to the contrary, the Debtors will not be required to determine that any Bid is the Baseline Bid and may determine not to hold any Auctions if the Debtors determine, after consultation with the Consultation Parties, the Bids to be inadequate. For the avoidance of doubt, the Blackhawk Bid and the Federal Stalking Horse Bid, if any, will be considered Qualified Bids for all purposes under the Bidding Procedures and at the Auctions, without regard for compliance with the qualification provisions contained in the Bidding Procedures, including, without limitation, the requirement to make a Deposit.

The Debtors and their professionals will direct and preside over the Auctions, and the Debtors will maintain a transcript of all bids made and announced at the Auctions. At the start of the Auctions, the Debtors will also describe the terms of the applicable Baseline Bids. All incremental bids made thereafter will be considered "Overbids" (as defined herein) and must be made and received on an open basis, and all material terms of each Overbid must be fully disclosed to all other Qualified Bidders.

**c. Terms of Overbids**

During the course of the Auction, all Qualified Bidders will have the right to submit bids subsequent to the Debtors' announcement of the Baseline Bids (each such subsequent bid, an "Overbid"). With respect to any of the Sales, any Overbid must, among other things, be made in cash in increments of at least \$250,000 (the "Overbid Increments") as well as comply with the conditions for a Qualified Bid set forth in the Bidding Procedures.

**d. Highest or Otherwise Best Bid**

The Auctions will continue until there is only one Qualified Bid that the Debtors determine in their reasonable business judgment, after consultation with the Consultation Parties, is the highest or otherwise best Qualified Bid with respect to each Sale (each such Qualified Bid, a "Winning Bid", and such Qualified Bidder, a "Winning Bidder"), and that further bidding will not likely result in a Winning Bid acceptable to the Debtors, at which point, the Auctions will close. The Auctions will not close unless and until all Qualified Bidders have had a reasonable opportunity to submit an Overbid at the Auctions to the then-existing Overbid.

With respect to each Sale, such acceptance by the Debtors, after consultation with the Consultation Parties, of the Winning Bid is conditioned upon approval by the Bankruptcy Court of the Winning Bid ~~and the entry of an applicable order by September 10, 2015, subject to the availability of the Bankruptcy Court.~~

With respect to each Sale, in selecting the Winning Bid, the Debtors, in consultation with the Consultation Parties, may consider all factors, including, without limitation: (a) the amount and nature of the consideration; (b) certainty of closing; (c) the net economic effect of any changes to the value to be received by each of the Debtors' classes of claims or interests from the transaction; and (d) tax consequences of such Qualified Bids.

**e. Backup Bidders**

If the Debtors conduct any Auction in connection with the Sales, the party or parties, as applicable, with the next-highest or otherwise second-best Qualified Bids at the Auctions, as determined by the Debtors in the exercise of their reasonable business judgment, after consultation with the Consultation Parties, must serve as backup bidders (each, a "Backup Bidder"). With respect to each Sale, the Debtors will announce the identity of the Backup Bidders and the amount and material terms of the Qualified Bid of the Backup Bidder (the "Backup Bid") at the conclusion of the Auctions at the same time the Debtors announce the identity of the Winning Bids and the Winning Bidders. Each Backup Bidder must keep its Qualified Bid (or if a Backup Bidder submitted one or more Overbids at the Auctions, its final Overbid) open and irrevocable until the earlier of (i) 5:00 p.m., prevailing Eastern time, on the first business day that is 60 days after the date on which the Auctions are concluded, or (ii) the closing of the transaction with the Winning Bidder (the "Outside Backup Date"); *provided, however*, if Blackhawk is the Backup Bidder in connection with the Blackhawk Transaction, then the Outside Backup Date will be October 9, 2015.

With respect to either the Blackhawk Sale or the Federal Sale, if the applicable Winning Bidder fails to consummate an approved Sale, the Debtors, after consultation with the Consultation Parties, may select the applicable Backup Bidder as the Winning Bidder. The Debtors will be authorized, but not required, to consummate the Sale with such Backup Bidder without further order of the Bankruptcy Court or notice to any party. In such case, the defaulting Winning Bidder's Deposit shall be forfeited to the Debtors, and the Debtors specifically reserve the right to seek all available damages from the defaulting Winning Bidder.

**f. Blackhawk Stalking Horse Rights**

To provide an incentive and to compensate Blackhawk for performing the substantial due diligence and incurring the expenses necessary and entering into a stalking horse asset purchase agreement with the knowledge and risk that arises from participating in the sale and subsequent bidding process, the Debtors have agreed to pay Blackhawk, under the conditions and in the amount set forth in the Bidding Procedures Order, a break-up fee in the amount of \$12,000,000 (the "Break-Up Fee") and to reimburse Blackhawk for fees, costs, and expenses associated with the Blackhawk Bid (including the fees, costs, and expenses of its attorneys, accountants, consultants, and other

advisors) in an amount up to \$5,000,000 (the “Expense Reimbursement” and, together with the Break-Up Fee, the “Blackhawk Bid Protections”).

The claims on account of the Blackhawk Bid Protections, if any, will be senior to all administrative expenses other than those afforded to the DIP Lenders, the Debtors’ prepetition lenders, and the Carve Out (as defined in the Final DIP Order) as set forth in the Final DIP Order.

~~g. — Federal Stalking Horse Bid~~

~~In the event the Debtors select a Federal Stalking Horse Bidder, the Debtors may offer Bid Protections, including a breakup fee of up to 3 percent of the cash portion of the purchase price of the Federal Stalking Horse Bid. If the Debtors identify a Federal Stalking Horse Bidder, the Debtors will file a supplemental notice (the “Federal Stalking Horse Notice”) with the Court by no later than July 21, 2015, at 5:00 p.m., prevailing Eastern Time, identifying the Federal Stalking Horse Bidder and the terms of the Federal Stalking Horse Bid, including the terms and conditions for payment of any Bid Protections and the Federal Stalking Horse APA.~~

~~In the event a party files an objection to the Federal Stalking Horse Bid and such objection cannot be resolved consensually, the Debtors will seek to schedule a hearing with the Bankruptcy Court for approval of the Federal Bid Protections. If no objection to the Federal Bid Protections remains outstanding, the Federal Bid Protections will be deemed approved by the Bankruptcy Court, without the need for a further order.~~

~~If no objections (each, a “Federal Stalking Horse Objection”) are filed within fourteen days of service of the Federal Stalking Horse Notice, then the Debtors may pay any and all such amounts owing to the Federal Stalking Horse Bidder, if any, on account of the Federal Bid Protections in accordance with the terms of the Bidding Procedures Order. If a Federal Stalking Horse Objection is filed, then the Debtors will not be authorized to pay any Federal Bid Protections until such Federal Stalking Horse Objection is resolved by agreement of the parties or order of the Court.~~

~~The Federal Bid Protections, if any, will be an allowed administrative expense claim pursuant to sections 503(b)(1) and 507(a)(2), senior to all other administrative expense claims; provided that the Federal Bid Protections will be junior to any obligations afforded to the DIP Lenders, the Debtors’ prepetition lenders, and the Carve Out (as defined in the Final DIP Order) as set forth in the Final DIP Order.~~

~~h.g. — Fiduciary Out~~

Importantly, the Bidding Procedures recognize the Debtors’ fiduciary obligations to maximize sale value, and, as such, do not impair the Debtors’ ability to consider all proposals, and preserve the Debtors’ right to modify the Bidding Procedures as necessary or appropriate to maximize value for the Debtors’ estates. For the avoidance of doubt, the Debtors retain the right to pursue any transaction or restructuring strategy that, in the Debtors’ business judgment, will maximize the value of their estates.

~~i.h. — Assumption Procedures~~

The Bid Procedures Order additionally approved certain procedures, if necessary, to facilitate the fair and orderly assumption and assignment of certain executory contracts and unexpired leases (collectively, the “Contracts”) in connection with the Sales (collectively, the “Assumption Procedures”). Generally, the Assumption Procedures:

- (a) outline the process by which the Debtors will serve notice to all counterparties to the Contracts regarding the proposed assumption and assignment and related cure amounts, if any, informing such parties of their right and the procedures to object thereto; and
- (b) establish objection and other relevant deadlines and the manner for resolving disputes relating to the assumption and assignment of the Contracts to the extent necessary.

i.i. Update on the Debtors' Marketing Process

Consistent with the terms of the Bidding Procedures, the Debtors, with the assistance of their advisors, have continued to engage in an extensive marketing process in an effort to determine whether an alternative transaction may provide more value to their estates and better treatment for their creditors than the Blackhawk Transaction. In connection therewith, the Debtors and their investment banker, Centerview, developed a comprehensive list of potential buyers and investors that they believed may be interested in acquiring the assets to be purchased by Blackhawk in the Blackhawk Transaction or the Blackhawk Excluded Assets. As of the date hereof, the Debtors and Centerview have identified and contacted ~~7375~~ potential buyers, ranging from strategic purchasers to potential private equity partners. This group included ~~3537~~ potential strategic purchasers and 38 potential financial buyers.

Of these ~~7375~~ parties, ~~2021~~ executed non-disclosure agreements and ~~1819~~ requested and were granted access to diligence materials through a virtual data room. The Debtors' data room provided extensive information regarding the Debtors' business and financial condition, including (a) the Debtors' organizational documents (b) the Debtors' historical financials, business plan and financial projections, (c) the Debtors' real estate interests and mining operations, (d) the Debtors' debt documents, (e) the Debtors' contracts and leases with key suppliers, vendors, and business partners, (f) the Debtors' sales and marketing operations, (g) the Debtors' environment related obligations, (h) the Debtors' employee headcount, agreements, benefit and pension issues, (i) licensing, permitting, and regulatory issues, and (j) information on ongoing and potential litigations and claims against the Debtors and their insurance coverage with respect to such claims. Furthermore, the Debtors and their advisors held numerous due diligence discussions with potential bidders, including phone calls, written correspondence, and in-person meetings.

~~Three-Five~~ of the potential buyers either participated in managements presentations or traveled or sent advisors to the Debtors' operating complexes and/or their headquarters in Scott Depot, West Virginia, for more in-depth ~~meetings~~conversations with the Debtors' management team and advisors. During these meetings, the Debtors and their advisors provided detailed analysis and responses to the potential bidders' questions.

~~In addition, the~~The Debtors and their advisors have been in active negotiations with ~~VCLF~~one of the potential buyers, VCLF, regarding the VCLF Transaction leading up to the filing of the Disclosure Statement and the VCLF APA. As of the date hereof, the Debtors believe consummating the VCLF Transaction (subject to higher or better bids pursuant to the Bidding Procedures) is in the best interests of the estates and, together with the Blackhawk Transaction, facilitates the best available exit from the chapter 11 cases.

The Bid Deadline ~~is occurred on~~ September 4, 2015, at 5:00 p.m., prevailing Eastern Time. ~~and the Qualified Bid Deadline is September 18, 2015, at 5:00 p.m. prevailing Eastern Time.~~ After the Qualified Bid Deadline, the Debtors will evaluate all bids received and determine whether the Blackhawk Transaction and the VCLF Transaction represent the value-maximizing transactions for their estates and creditors.

As of ~~the date hereof~~September 9, 2015, financial institutions have not formally committed to provide Blackhawk financing to consummate the Blackhawk Transaction. ~~Blackhawk continues to negotiate with various financing sources (including attending numerous meetings, calls and other ongoing discussions with potential lenders) and has engaged a financial advisor to further Blackhawk's efforts to obtain such financing.~~ In the event ~~such~~Blackhawk had not obtained committed financing ~~is not obtained~~ on or before September 9, 2015, the amount of ~~the~~its breakup fee ~~may was to~~ be reduced from \$12- million to \$6- million.

On September 18, 2015, Blackhawk submitted its asset purchase agreement in connection with the Qualified Bid Deadline.

When evaluating bids, the Debtors will take into account execution risk, including the existence and strength of a party's financing commitments relative to other bidders, and may select a lower but more certain bid over a higher but more conditional bid.



For the avoidance of doubt, the Debtors will consider bids in any form and reserve their right to implement the Blackhawk Transaction or any higher or better competing bid as an asset sale outside of a chapter 11 plan, subject, in the case of the Blackhawk Transaction, to Blackhawk's express written consent.

#### **7. Appointment of the ~~Non-Union~~ Retiree Committee**

On June 9, 2015, the Non-Union Retiree VEBA and certain of the Debtors' non-union retirees filed a motion to authorize and instruct the U.S. Trustee to appoint an official committee of non-union retirees in accordance with section 1114(d) of the Bankruptcy Code (the "Retiree Committee") [Docket No. 262]. Thereafter, the Debtors began discussions with counsel for the movants and reached a consensual resolution, with U.S. Trustee support, with respect to the Retiree Committee's potential role in the Chapter 11 Cases. On June 25, 2015, the Bankruptcy Court entered the agreed order [Docket No. 399] (the "Retiree Committee Order"), which provided for, among other things: the appointment of the Retiree Committee, having exclusive authority to act as the representative for all of the Debtors' non-union retirees; a \$235,000 cap on the professional legal fees incurred on behalf of the Retiree Committee and chargeable to the Debtors; and the Retiree Committee's discovery process being largely restricted to retiree benefits currently payable or administered by the Debtors to their non-union retirees.

Accordingly, on July 7, 2015, the U.S. Trustee appointed the Retiree Committee in accordance with the Retiree Committee Order. The Retiree Committee proposed to retain Schnader Harrison Segal & Lewis LLP and Stahl Cowen Crowley Addis LLC as its legal advisors.

#### **8. Summary of Non-Union Retiree VEBA Treatment**

The Debtors have engaged the Retiree Committee in discussions to reach an agreement on the treatment of the Non-Union Retiree VEBA. In the event those discussions are not successful, the Debtors will seek to modify their obligations to the Non-Union Retiree VEBA pursuant to section 1114 of the Bankruptcy Code.

#### **9. Summary of 1974 Pension Plan Treatment**

As described in Articles II.A.4 and III.B.3.b of this Disclosure Statement, certain Debtors participate in the 1974 Pension Plan. As of the date hereof, neither the Blackhawk Transaction nor the VCLF Transaction contemplates the assumption of the Debtors' obligations under the 1974 Pension Plan or any withdrawal liabilities should the Debtors withdraw from such plan. ~~The potential third party purchaser that has expressed an interest in acquiring the assets not included in the Blackhawk Transaction has also indicated that any transaction will similarly not include any succession of liabilities or obligations in connection with the 1974 Pension Plan.~~—The Debtors submit that their marketing process has confirmed that no buyer or operator of the Debtors' assets would be willing to assume the 1974 Pension Plan because any potential bidder would be exposing itself to significant annual funding costs as well as massive withdrawal or termination liabilities that appear inevitable. Consequently, the Debtors filed their 1113/1114 Motion to, among other things, reject their CBAs to enable the Debtors to completely eliminate their future obligation to contribute to the 1974 Pension Plan by effectuating a complete withdrawal from such plan.

The Debtors submit that all claims arising from withdrawal liability from the 1974 Pension Plan will be General Unsecured Claims. *See In re HNRC Dissolution Co.*, 396 B.R. 461, 480-81 (B.A.P. 6th Cir. 2008). When analyzing this issue in connection with the 1974 Pension Plan, the Bankruptcy Appellate Panel for the Sixth Circuit held that all claims arising from withdrawal liability from the 1974 Pension Plan were general unsecured claims. *HNRC Dissolution*, 396 B.R. at 480-81. In *HNRC Dissolution*, the debtors were parties to collective bargaining agreements with the UMWA that obligated the debtors to contribute to the 1974 Pension Plan. After unsuccessfully attempting to reorganize for two years postpetition, the debtors sold substantially all of their assets through an auction sale contemplated by the debtors' chapter 11 plans. As part of that process, the court approved the debtors' rejection of their collective bargaining agreements, which triggered withdrawal liability against the debtors. When deciding the priority status of the resulting claims, the court held that, although work performed by the debtors' employees during the two-year postpetition period conferred a direct and substantial benefit on the estates, the entire amount of withdrawal liability constituted a general unsecured claim. *Id.* at 476. Reasoning that because withdrawal liability always depends on factors not directly related to the employees' postpetition work, the court held that withdrawal liability cannot be considered a debt incurred for the direct benefit of the estates. *Id.* at 479-81.

Accordingly, the Debtors submit that any claim on account of withdrawal liability in connection with the 1974 Pension Plan is a General Unsecured Claim under the Plan.

The 1974 Pension Plan believes that if the Debtors withdraw from the 1974 Pension Plan, some or all of the estimated \$911 million withdrawal liability may be entitled to administrative expense status. The 1974 Pension Plan does not believe that the decision in *HNRC* is binding on the [Bankruptcy](#) Court, and believes that the law of the Fourth Circuit may require a different result. The Debtors disagree with the 1974 Pension Plan's position on the classification of the withdrawal liability.

**10. Section 1113 and 1114 Process**

**a. Negotiations with the UMWA**

Since the Petition Date, the Debtors have engaged in extensive discussions with both the UMWA and Blackhawk in an attempt to facilitate an agreement on a new collective bargaining agreement. On May 14, 2015, the Debtors met with the UMWA to provide the UMWA with an overview of market conditions, the Debtors' historical financial performance, the reasons and goals for the Debtors' restructuring, including the sale of their assets, and their milestones under the DIP Loan Agreement. Over the next two months, the Debtors formally met with the UMWA another four times, and the Debtors and their advisors participated in multiple conference calls and exchanged numerous e-mails with the UMWA and its advisors. The Debtors additionally provided a significant amount of data to enable the UMWA to evaluate their proposals, making a web-based data room to facilitate the sharing of information available to the UMWA on May 19, 2015.

On May 29, 2015, the Debtors presented their first proposal to the UMWA for a set of terms and conditions on which they believed both Blackhawk and the UMWA could agree, but the UMWA had rejected a significant number of proposed modifications, including with respect to the 1974 Pension Plan. The Debtors next met with the UMWA on June 3, 2015, in Morgantown, West Virginia. During the meeting, the Debtors stated that, while Blackhawk had expressed some willingness to enter into collective bargaining agreements with the UMWA (subject to certain terms and conditions), Blackhawk had indicated that it would not consider any collectively bargaining agreement with the 1974 Pension Plan contributions or other pension-related liabilities. Accordingly, the Debtors provided the UMWA with a second proposal, which the Debtors believed Blackhawk would find acceptable.

The UMWA provided a counterproposal on June 12, 2015, which responded to some of the Debtors' proposed modifications but rejected the majority of the Debtors' proposals, including with respect to the 1974 Pension Plan.

After consulting with Blackhawk, the Debtors delivered their third proposal to the UMWA on June 13, 2015, in response to the UMWA's stated concerns. This proposal provided for, among other things, an increase in the Debtors' proposed wage levels and additional job security protections and offered employer contributions to a 401(k)-type savings plan. After delivering this third proposal, the Debtors and the UMWA engaged in discussions about the substance of the proposal. Following these discussions, and after further consultation with Blackhawk, the Debtors delivered a fourth proposal to the UMWA later in the day on June 13, 2015, which provided additional job security protections and job opportunities for laid-off employees. The UMWA, however, rejected the proposed modifications, including with respect to the 1974 Pension Plan contributions.

On June 18, 2015, after consulting with Blackhawk, the Debtors met with the UMWA via telephone and provided a fifth proposal. Although the parties reached consensus on several issues, the UMWA refused to accept certain provisions of this fifth proposal, including the elimination of the 1974 Pension Plan obligations. In an effort to avoid litigation, on June 22, 2015, after again consulting with Blackhawk, the Debtors made a sixth proposal to the UMWA. The UMWA did not respond to this sixth proposal.

On July 10, 2015, the Debtors made their Proposal to the UMWA on July 10, 2015. With respect to all facilities proposed to be acquired by Blackhawk, the Proposal stated that the applicable CBAs must be rejected, and, following the closing of the Blackhawk Transaction, the rights of Blackhawk and the UMWA would be subject to

applicable labor law. The Debtors similarly proposed to terminate the CBAs applicable to the facilities that are not proposed to be acquired by Blackhawk, and, in addition, proposed market terms and conditions under which the Debtors were willing to offer employment following rejection of the applicable CBAs. The UMWA rejected these proposals, insisting on terms (most notably assumption of the UMWA 1974 Pension Plan) that the Debtors believe Blackhawk, or any other potential buyer, would not agree to.

**b. The 1113/1114 Motion**

By July 16, 2015, negotiations with the UMWA had reached an impasse and the Debtors filed the 1113/1114 Motion, whereby the Debtors seek the authority to reject their CBAs and modify their union retiree healthcare benefits in order to satisfy the milestones under the DIP Loan Agreement and the Blackhawk APA.

On August 3, 2015, the UMWA filed an objection to the 1113/1114 Motion [Docket No. 726] (the “UMWA 1113/1114 Objection”). The UMWA 1113/1114 Objection asserted, among other things, that the Debtors’ Proposal does not meet the substantive requirements of sections 1113 and 1114 because, among other things: (a) the Debtors have not developed a business plan with respect to the post-emergence liquidating trust and therefore cannot demonstrate that the rejection of the CBAs and proposed modifications to the retiree healthcare benefits are necessary and (b) the Debtors did not negotiate in good faith because the Debtors were locked into an agreement with Blackhawk to reject the CBAs and eliminate retiree healthcare obligations prior to engaging in negotiations with the UMWA. Peabody also filed a limited objection [Docket No. 728] to the 1113/1114 Motion (the “Peabody Limited Objection”), on the basis that the Debtors cannot seek relief under sections 1113 or 1114 of the Bankruptcy Code as to their proposed treatment of certain agreements referenced in the 1113/1114 Motion to which Peabody is a counterparty, including agreements contemplated by the Peabody Settlement arising as part of the 2012–13 Restructuring. The Peabody Limited Objection asserts that the Debtors must seek relief with respect to the applicable agreements under section 365 of the Bankruptcy Code. On August 7, 2015, the UMWA 1974 Pension Plan filed a response [Docket No. 762] to the 1113/1114 Motion stating, among other things, that the Debtors’ withdrawal from the 1974 Pension Plan will cause significant financial harm to that plan. On August 11, 2015, the UMWA 1992 Benefit Plan and its Trustees and the UMWA Combined Benefit Fund and its Trustees filed an objection to the 1113/1114 Motion [Docket No. 808] arguing that, among other things, the Debtors may not modify their Coal Act (or similar statutory obligations) pursuant to section 1114 of the Bankruptcy Code.

~~A hearing to consider the relief requested in the 1113/1114 Motion is expected to commence during the first week of September 2015.~~

A hearing to consider the 1113/1114 Motion was scheduled for September 1, 2015, but the Bankruptcy Court delayed ruling in order for the parties to continue negotiations. The further discussions provided by this additional time proved fruitful and on September 3, 2015, the Debtors announced that a consensual agreement had been reached whereby (a) the Debtors would reject their existing CBAs, (b) Blackhawk and VCLF would, respectively, enter into new, separate collective bargaining agreements with the UMWA, and (c) the Debtors would withdraw the request for relief with respect to certain union-related retiree health obligations. This agreement remains subject in its entirety to the successful consummation of the Blackhawk Transaction as well as ratification by members of the UMWA. Pursuant to this settlement agreement, on September 17, 2015, the Bankruptcy Court entered an agreed order authorizing, but not directing, the Debtors to reject their CBAs, effective upon the date of the Debtors’ filing of a notice indicating that the CBAs have been rejected [Docket No 1321].

Additionally, the Debtors reached agreement with the the United Mine Workers of America 1992 Benefit Plan and the United Mine Workers of America Combined Benefit Fund adjourning the 1113/1114 Motion with respect to the Debtors’ obligations under the Coal Industry Retiree Health Benefit Act of 1992 (the “Coal Act”). See [Docket No. 1018].

**c. Negotiations with the Retiree Committee**

The Debtors are currently engaged in discussions with the Retiree Committee regarding modifications to certain of the Debtors’ retiree healthcare benefits. Absent an agreement with the Retiree Committee, the Debtors may file a motion requesting authority to modify such retiree benefits pursuant to section 1114 of the Bankruptcy

Code. The Debtors believe that such modification is critical to the successful consummation of the transactions contemplated by the Plan, and the Debtors will continue to seek a consensual resolution with the Retiree Committee.

#### **11. The Debtors' Key Employee Incentive Plan and Non-Insider Employee Retention Plan**

On July 3, 2015, the Debtors filed a motion seeking entry of an order approving a non-insider employee retention plan (the "Retention Plan") and a key employee incentive plan (the "KEIP") [Docket No. 454] (the "Incentive and Retention Plans Motion"). The proposed Retention Plan provides for up to \$2.88 million in aggregate payments for 47 key non-insider Employees as incentives to remain with the Debtors. The proposed KEIP provides for up to \$1.75 million (subject to certain increases for overachievement up to a cap of \$3.5 million) in aggregate payments for five key members of the Debtors' management team as incentives to meet the significant challenges posed by these chapter 11 cases with undivided attention and commitment. The UMWA, the 1974 Plan, and the U.S. Trustee each objected to the Incentive and Retention Plans Motion [Docket Nos. 489, 505, 531], asserting, among other things, that the payments under the KEIP and the Retention Plan are too high and don't provide proper benchmarks. On July 29, 2015, the Bankruptcy Court overruled the objections and entered an order approving the Retention Plan and KEIP [Docket No. 230].

#### **12. The Peabody Adversary Proceeding**

On July 28, 2015, Peabody filed an adversary proceeding in the Bankruptcy Court (Case No. 15-03398) (the "Peabody Adversary Proceeding") against Patriot and Heritage seeking (a) a declaration that approximately \$3.1 million in third-party refund payments to Patriot, made in connection with retiree health benefits administered by Patriot, (collectively, the "Healthcare Refunds"), belong to Peabody and (b) an order requiring Patriot to pass along such payments to Peabody. *See* [Docket No. 660]. Peabody also moved for a temporary restraining order and preliminary injunction requiring Patriot to escrow the approximately \$3.1 million in a segregated account and preventing Patriot from transferring, spending, or otherwise using any money in such escrow account until otherwise ordered by the Bankruptcy Court [Adv. Proc. Docket No. 3] (the "Peabody Injunction Motion").

On July 30, 2015, Peabody and the Debtors filed a stipulation with the Bankruptcy Court [Adv. Proc. Docket No. 5] (the "Peabody Stipulation"), whereby Peabody agreed to withdraw the Peabody Injunction Motion without prejudice and the Debtors agreed to maintain a minimum balance in its Master Concentration Account (identified in the Cash Management Motion) equal to the sum of approximately \$3.1 million plus any future such refund payments received by Patriot that Peabody asserts ownership over.

~~Peabody filed an amended complaint on August 8, 2015 [Adv. Proc. Docket No. 14].~~

On August 28, 2015, the Debtors and Peabody filed a joint motion, seeking approval of a settlement agreement whereby (a) the Debtors would keep approximately \$2 million of the Healthcare Refunds that the Debtors received prior to the filing of the Peabody Adversary Proceeding, (b) the Debtors will pay \$1.1 million to Peabody, (c) the Debtors will pay to Peabody any Healthcare Refunds that the Debtors receive on or after the filing of the Peabody Adversary Proceeding, and (d) the Debtors will instruct applicable third parties to pay all Healthcare Refunds directly to Peabody. *See* [Docket No. 959]. On September 18, 2015, the Bankruptcy Court entered an order approving this settlement agreement. *See* [Docket No. 1327].

#### **13. The Initial Plan and Disclosure Statement**

On August 25, 2015, the Debtors filed the Initial Plan. Numerous parties filed reservations of rights and objections with respect to the Initial Plan, including the U.S. Trustee [Docket No. 1106], the UMWA [Docket No. 1129], the Prepetition ABL Agent [Docket No. 1135], the 1974 Pension Plan [Docket No. 1151], the U.S. Environmental Protection Agency, et al. [Docket No. 1168], certain surety bond providers (referenced in Article III.B.3.d of this Disclosure Statement) [Docket No. 1171], the Prepetition LC Agent [Docket No. 1172], and the Committee [Docket No. 1174]. These objections contended, among other things, that (a) the Debtors were not properly allocating the value of the Unencumbered Real Property Leases to holders of General Unsecured Claims, as discussed in Article II.C.3.f of this Disclosure Statement, (b) the third-party releases contemplated by the Initial Plan are improper and unlawful, (c) the Initial Plan did not adequately provide for the payment of all potential

Administrative Claims, (d) the Initial Plan did not adequately provide for the future satisfaction of environmental compliance obligations, (e) the Initial Plan did not adequately describe how VCLF may secure regulatory approval of the mining permits required to carry out the mining operations and environmental obligations with respect to the VCLF Purchased Assets, (f) the Initial Plan did not adequately demonstrate the adequate assurance of future performance and cure of defaults with respect to leases sought to be assumed and assigned pursuant to the Initial Plan, (g) the Debtors and Blackhawk have not adequately demonstrated that the Combined Company New ABL will have a sufficient borrowing base, and (h) the Plan Supplement materially modified the Initial Plan.

Following the filing of the Initial Plan, the Debtors continued to engage in negotiations with certain of their lenders to obtain additional financing needed to fund their emergence from chapter 11. As disclosed in Article X.B.5 of the Initial Disclosure Statement, the Debtors conducted a careful review of their operations, financial projections, scheduled liabilities, and liabilities asserted through Proofs of Claims to determine the amounts that must be paid in full in cash or separately funded pursuant to the Plan in connection with the Effective Date. The Debtors have estimated that total emergence costs will be approximately \$30 million to \$50 million, assuming an Effective Date of October 23, 2015. As of the filing of the Initial Disclosure Statement, the Debtors were in preliminary discussions with the DIP Lenders and Blackhawk regarding a commitment to increase the size of the DIP Facility by up to approximately \$30 million to enable the Debtors to fund all emergence costs, including payment of all Cure Costs and Administrative Claims.

These negotiations resulted in a financing commitment of an additional \$30 million (subject to the Blackhawk Transaction closing), which will allow the Debtors to exit chapter 11 by satisfying all emergence costs in full in cash. The terms of this agreement, however, had a material impact on certain aspects of the Initial Plan and, on September 14, 2015, the Debtors filed the Scheduling Motion. On September 16, 2015, the Bankruptcy Court granted the relief requested in the Scheduling Motion, contingent on the Debtors filing the Plan and this Disclosure Statement by September 18, 2015. See [Docket No. 1309].

The Plan, as amended from the Initial Plan, contemplates the effectuation of certain restructuring transactions to facilitate the Debtors' reorganization and to raise cash on the balance sheet for the Combined Company, including a rights offering governed by certain procedures set forth in **Exhibit D** to this Disclosure Statement (the "Rights Offering Procedures"). The Rights Offering proceeds shall be used, together with certain other financing raised or arranged by Blackhawk and/or its lenders, to refinance certain of Blackhawk's capital structure and facilitate the consummation of the Blackhawk Transaction. The Rights Offering will be open to eligible Holders of Allowed Prepetition LC Facility Claims and eligible Holders of Allowed Prepetition Term Loan Facility Claims (together with the Holders of Allowed Prepetition LC Facility Claims and any eligible affiliates to whom Rights have been transferred in accordance with the Rights Offering Procedures, the "Rights Offering Participants"). In accordance with the Rights Offering Procedures, for an aggregate subscription price of \$13,500,000, each Rights Offering Participant will receive Rights to acquire its Pro Rata share of (a) \$16,875,000 in aggregate initial principal amount of the Combined Company First Lien Term Loan and (b) \$9,250,000 in aggregate initial principal amount of the Combined Company Second Lien Term Loan.

## ARTICLE V. SUMMARY OF THE PLAN OF REORGANIZATION

The Debtors believe that (a) through the Plan, holders of Allowed Claims will obtain a recovery from the Debtors' estates equal to or greater than the recovery that they would receive if the Debtors' assets were liquidated under chapter 7 of the Bankruptcy Code and (b) consummation of the Plan will maximize the recovery of Creditors and preserve ongoing employment for many of the Debtors' employees.

The Plan is attached to this Disclosure Statement as **Exhibit A** and is incorporated herein by reference.

### A. Overview of the Plan of Organization

The consummation of a plan of reorganization is the principal objective of a chapter 11 case. A plan of reorganization sets forth the means for satisfying claims against, and interests in, a debtor. Confirmation of a plan of reorganization makes the plan binding upon the debtor, any issuer of securities under the plan and any creditor of, or equity holder in, the debtor, whether or not such creditor or equity holder (i) is impaired under or has accepted the

plan or (ii) receives or retains any property under the plan. Subject to certain limited exceptions and other than as provided in the plan itself or the confirmation order, a confirmation order discharges the debtor from any debt that arose prior to the date of confirmation of the plan and substitutes therefor the obligations specified under the confirmed plan.

A chapter 11 plan may specify that the legal, contractual and equitable rights of the holders of claims or interests in certain classes are to remain unaltered by the reorganization effectuated by the plan. Such classes are referred to as “unimpaired” and, because of such favorable treatment, are deemed to accept the plan. Accordingly, a debtor need not solicit votes from the holders of claims or interests in such classes. A chapter 11 plan may also specify that certain classes will not receive any distribution of property or retain any claim against a debtor. Such classes are deemed not to accept the plan and, therefore, need not be solicited to vote to accept or reject the plan. Any classes that are receiving a distribution of property under the plan but are not unimpaired will be solicited to vote to accept or reject the plan.

Prior to soliciting acceptances of the proposed plan, section 1125 of the Bankruptcy Code requires a debtor to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding the plan. To satisfy the requirements of section 1125 of the Bankruptcy Code, the Debtors are submitting this Disclosure Statement to Holders of Claims against the Debtors who are entitled to vote to accept or reject the Plan.

THE REMAINDER OF THIS ARTICLE PROVIDES A SUMMARY OF THE STRUCTURE AND MEANS FOR IMPLEMENTATION OF THE PLAN AND THE CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN, AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE PLAN, INCLUDING ANY SUPPLEMENTS AND SCHEDULES THERETO AND DEFINITIONS THEREIN.

THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT INCLUDE SUMMARIES OF THE PROVISIONS CONTAINED IN THE PLAN AND IN THE DOCUMENTS REFERRED TO THEREIN. THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT DO NOT PURPORT TO BE PRECISE OR COMPLETE STATEMENTS OF ALL THE TERMS AND PROVISIONS OF THE PLAN OR DOCUMENTS REFERRED TO THEREIN, AND REFERENCE IS MADE TO THE PLAN AND TO SUCH DOCUMENTS FOR THE FULL AND COMPLETE STATEMENT OF SUCH TERMS AND PROVISIONS OF THE PLAN OR DOCUMENTS REFERRED TO THEREIN.

THE PLAN ITSELF CONTROLS THE ACTUAL TREATMENT OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTORS UNDER THE PLAN AND WILL, UPON THE OCCURRENCE OF THE EFFECTIVE DATE, BE BINDING UPON ALL HOLDERS OF CLAIMS AGAINST, AND INTERESTS IN, THE DEBTORS, THE DEBTORS' ESTATES, THE COMBINED COMPANY, ALL PARTIES RECEIVING PROPERTY UNDER THE PLAN, AND OTHER PARTIES IN INTEREST. IN THE EVENT OF ANY CONFLICT BETWEEN THIS DISCLOSURE STATEMENT, ON THE ONE HAND, AND THE PLAN OR ANY OTHER OPERATIVE DOCUMENT, ON THE OTHER HAND, THE TERMS OF THE PLAN AND/OR SUCH OTHER OPERATIVE DOCUMENT SHALL CONTROL.

STATEMENTS AS TO THE RATIONALE UNDERLYING THE TREATMENT OF CLAIMS AND EQUITY INTERESTS UNDER THE PLAN ARE NOT INTENDED TO, AND SHALL NOT, WAIVE, COMPROMISE, OR LIMIT ANY RIGHTS, CLAIMS, OR CAUSES OF ACTION IN THE EVENT THE PLAN IS NOT CONFIRMED.

## **B. Classification and Treatment of Claims and Interests**

The Debtors believe that the Plan provides the best and most prompt possible recovery to Holders of Claims and Interests. Under the Plan, Claims against, and Interests in, the Debtors are divided into different Classes. Under the Bankruptcy Code, claims and equity interests are classified beyond mere “creditors” or “shareholders” because such entities may hold claims or equity interests in more than one class. If the Plan is confirmed by the Bankruptcy Court and consummated, on the Effective Date or as soon as reasonably practicable thereafter (but

subject to Article IX of the Plan), the Debtors will make distributions in respect of certain Classes of Claims as provided in the Plan.

**1. Summary of DIP Claims, Other Administrative Claims and Priority Tax Claims**

**a. Treatment of Administrative Claims**

Unless otherwise agreed to by the Holder of an Allowed Administrative Claim and the Debtors to the extent an Allowed Administrative Claim has not already been paid in full or otherwise satisfied during the Chapter 11 Cases, each Holder of an Allowed Administrative Claim will receive, in full and final satisfaction of its Allowed Administrative Claim, Cash equal to the amount of the unpaid portion of such Allowed Administrative Claim either: (a) if such Administrative Claim is Allowed as of the Effective Date, on the Effective Date; (b) if the Administrative Claim is not Allowed as of the Effective Date, the date on which an order of the Bankruptcy Court Allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; or (c) if the Allowed Administrative Claim is based on liabilities incurred by the Debtors' Estates in the ordinary course of their business after the Petition Date, pursuant to the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim, without any further action by the Holder of such Allowed Administrative Claim.

Except as otherwise provided by a Final Order previously entered by the Bankruptcy Court (including the OCP Order and the DIP Orders) or as provided by Article II.B of the Plan, unless previously Filed, requests for payment of Administrative Claims must be Filed and served on the Debtors no later than the Administrative Claims Bar Date pursuant to the procedures specified in the Confirmation Order and the notice of entry of the Confirmation Order. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors or their property, and such Administrative Claims shall be deemed discharged as of the Effective Date. Objections to such requests must be Filed and served on the requesting party by the Administrative Claims Objection Bar Date.

**b. Treatment of Professional Fee Claims**

*i. Final Fee Applications*

All final requests for payment of Professional Fee Claims must be filed with the Bankruptcy Court and served on the Debtors (or the Liquidating Trustee) no later than the first Business Day that is sixty days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any prior orders of the Bankruptcy Court in the Chapter 11 Cases, the Allowed amounts of such Professional Fee Claims shall be determined by the Bankruptcy Court.

*ii. Professional Fee Escrow Account*

On the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow. Funds held in the Professional Fee Escrow shall not be considered property of the Debtors' Estates or property of the Liquidating Trust, but shall revert to the Liquidating Trust after all Professional Fee Claims allowed by the Bankruptcy Court have been irrevocably paid in full. The Professional Fee Escrow shall be held in trust for the Professionals and for no other parties until all Professional Fee Claims Allowed by the Bankruptcy Court have been paid in full. Professional Fees Claims shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow when such Claims are Allowed by an order of the Bankruptcy Court. No Liens, claims, or interests shall encumber the Professional Fee Escrow in any way, including with respect to any Liens, claims, or encumbrances securing the DIP Facility. Excess funds remaining in the Professional Fee Escrow Account after all Allowed Professional Fees have been paid shall be transferred to the Liquidating Trust or in accordance with the Description of the Transaction Steps, as applicable.

iii. Post-Effective Date Fees and Expenses

Except as otherwise specifically provided in the Plan, on and after the Effective Date, the Debtors or the Liquidating Trustee, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors, the Committee as set forth in Article XII.D of the Plan, or the Liquidating Trust, as applicable. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code or the Interim Compensation Order in seeking retention for services rendered after such date shall terminate, and the Debtors may employ any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

c. Treatment of DIP Claims

Pursuant to the DIP Orders, all DIP Claims constitute Allowed Claims. Except to the extent that a Holder of an Allowed DIP Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim, on the Effective Date each Holder of an Allowed DIP Claim shall receive its DIP Lender Distribution.

After the Effective Date, the Liquidating Trust shall continue to reimburse the DIP Agents, DIP Lenders, and Prepetition Agents for the reasonable fees and expenses (including reasonable and documented legal fees and expenses) incurred by the DIP Agents, DIP Lenders, and Prepetition Agents in accordance with the DIP Loan Documents and the DIP Orders. On the Effective Date, the Debtor shall fund, in cash, a deposit (the "Deposit") to cover any costs, fees, expenses and the like (collectively, the "Costs and Expenses") anticipated to be incurred by the DIP Agents, DIP Lenders, and Prepetition Agents in connection with the DIP Loan Documents (and the other costs and expenses provided in the last sentence of this section), including in connection with the release of collateral securing the DIP Claims; provided, however, that if the Deposit is insufficient to cover the amount of the Costs and Expenses, the Liquidating Trust shall pay the DIP Agents, DIP Lenders, and Prepetition Agents the amount of such shortfall upon a demand therefor accompanied by evidence of the incurrence of the Costs and Expenses; provided, further, however, that if the Deposit exceeds the ultimate amount of the Costs and Expenses actually incurred by the DIP Agents, DIP Lenders, and Prepetition Agents, the excess shall be promptly remitted to the Liquidating Trust. Any remaining amount of the Deposit shall be remitted to the Liquidating Trust within ninety days of the Effective Date. With respect to any professional fees included as part of the Costs and Expenses, such professional fees may be paid by the DIP Agents, DIP Lenders, and Prepetition Agents, as applicable, without advance notice to any other party; provided, however, that the DIP Agents, DIP Lenders, and Prepetition Agents, as applicable, shall provide evidence of the incurrence of such professional fees to the Liquidating Trust. To the extent that any provisions of the DIP Loan Documents are of a type that survive repayment of the subject indebtedness (e.g., confidentiality provisions, a duty to release collateral, indemnity provisions), such provisions shall remain in effect notwithstanding repayment of the DIP Claims.

d. Treatment of Priority Tax Claims

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in sections 511 and 1129(a)(9)(C) of the Bankruptcy Code.

e. Treatment of U.S. Trustee Statutory Fees

For the avoidance of doubt, all fees payable pursuant to section 1930 of title 28 of the United States Code due and payable through the Effective Date, and any interest accruing thereto, shall be paid by the Debtors on or before the Effective Date, and amounts due thereafter shall be paid by the Liquidating Trustee or as provided in the Description of the Transaction Steps in the ordinary until the entry of a final decree closing the respective Debtor's



Chapter 11 Case. Any deadline for filing claims in these Chapter 11 Cases shall not apply to fees payable by the Debtors pursuant to section 1930 of title 28 of the United States Code or any interest accruing thereto.

**2. Summary of Claims and Interests**

**b.a. Funding and Satisfaction of Allowed Administrative Claims**

The Plan provides that, unless otherwise agreed, the Debtors will satisfy all Administrative Claims in accordance with section 1129 of the Bankruptcy Code. *See* Plan Article II.

As of the date hereof, the Debtors' estimate there will be Allowed Administrative Claims in an amount of approximately \$75 million. This estimate is subject to further reconciliation and could increase after Governmental Units file Proofs of Claims, which must be filed in advance of the Governmental Bar Date of November 9, 2015 at 5:00 pm prevailing Eastern Time.

**e.b. Treatment of Professional Fee Claims**

*i. Final Fee Applications*

All final requests for payment of Professional Fee Claims must be filed with the Bankruptcy Court and served on the Debtors (or the Liquidating Trustee) no later than the first Business Day that is sixty days after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and any prior orders of the Bankruptcy Court in the Chapter 11 Cases, the Allowed amounts of such Professional Fee Claims shall be determined by the Bankruptcy Court.

*ii. Professional Fee Escrow Account*

On the Effective Date, the Debtors shall establish and fund the Professional Fee Escrow. Funds held in the Professional Fee Escrow shall not be considered property of the Debtors' Estates or property of the Liquidating Trust, but shall revert to the Liquidating Trust after all Professional Fee Claims allowed by the Bankruptcy Court have been irrevocably paid in full. The Professional Fee Escrow shall be held in trust for the Professionals and for no other parties until all Professional Fee Claims Allowed by the Bankruptcy Court have been paid in full. Professional Fee Claims shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow when such Claims are Allowed by an order of the Bankruptcy Court. Any requests for final Professional Fee Claims must be served in accordance with prior orders of the Bankruptcy Court, including the *Order (I) Establishing Interim Compensation Procedures and Reimbursement of Expenses for Retained Professionals and (II) Granting Related Relief* [Docket No. 276]. No Liens, claims, or interests shall encumber the Professional Fee Escrow in any way, including with respect to any Liens, claims, or encumbrances securing the DIP Facility. Excess funds remaining in the Professional Fee Escrow Account after all Allowed Professional Fees have been paid shall be transferred to the Liquidating Trust or in accordance with the Description of the Transaction Steps to be filed in connection with the Plan Supplement on or before September 1, 2015, as applicable.

*iii. Post-Effective Date Fees and Expenses*

Except as otherwise specifically provided in the Plan, on and after the Effective Date, the Debtors or the Liquidating Trustee, as applicable, shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable legal, professional, or other fees and expenses related to implementation of the Plan and Consummation incurred by the Debtors, the Committee as set forth in Article XII.D of the Plan, or the Liquidating Trust, as applicable. Upon the Confirmation Date, any requirement that Professionals comply with sections 327 through 331, 363, and 1103 of the Bankruptcy Code or the Interim Compensation Order in seeking retention for services rendered after such date shall terminate, and the Debtors may employ any Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

**d.c. Treatment of DIP Claims**

Pursuant to the DIP Orders, all DIP Claims constitute Allowed Claims. Except to the extent that a Holder of an Allowed DIP Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed DIP Claim, on the Effective Date each Holder of an Allowed DIP Claim shall receive its DIP Lender Distribution.

After the Effective Date, the Liquidating Trust shall continue to reimburse the DIP Agents, DIP Lenders, and Prepetition Agents for the reasonable fees and expenses (including reasonable and documented legal fees and expenses) incurred by the DIP Agents, DIP Lenders, and Prepetition Agents in accordance with the DIP Loan Documents and the DIP Orders. On the Effective Date, the Debtor shall fund, in cash, a deposit (the “Deposit”) to cover any costs, fees, expenses and the like (collectively, the “Costs and Expenses”) anticipated to be incurred by the DIP Agents, DIP Lenders, and Prepetition Agents in connection with the DIP Loan Documents (and the other costs and expenses provided in the last sentence of this section), including in connection with the release of collateral securing the DIP Claims; provided, however, that if the Deposit is insufficient to cover the amount of the Costs and Expenses, the Liquidating Trust shall pay the DIP Agents, DIP Lenders, and Prepetition Agents the amount of such shortfall upon a demand therefor accompanied by evidence of the incurrence of the Costs and Expenses; provided, further, however, that if the Deposit exceeds the ultimate amount of the Costs and Expenses actually incurred by the DIP Agents, DIP Lenders, and Prepetition Agents, the excess shall be promptly remitted to the Liquidating Trust. Any remaining amount of the Deposit shall be remitted to the Liquidating Trust within ninety days of the Effective Date. With respect to any professional fees included as part of the Costs and Expenses, such professional fees may be paid by the DIP Agents, DIP Lenders, and Prepetition Agents, as applicable, without advance notice to any other party; provided, however, that the DIP Agents, DIP Lenders, and Prepetition Agents, as applicable, shall provide evidence of the incurrence of such professional fees to the Liquidating Trustee. To the extent that any provisions of the DIP Loan Documents are of a type that survive repayment of the subject indebtedness (*e.g.*, confidentiality provisions, a duty to release collateral, indemnity provisions), such provisions shall remain in effect notwithstanding repayment of the DIP Claims.

**e.d. Treatment of Priority Tax Claims**

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of, and in exchange for, each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in sections 511 and 1129(a)(9)(C) of the Bankruptcy Code.

**f.e. Treatment of U.S. Trustee Statutory Fees**

For the avoidance of doubt, all fees payable pursuant to section 1930 of title 28 of the United States Code due and payable through the Effective Date, and any interest accruing thereto, shall be paid by the Debtors on or before the Effective Date, and amounts due thereafter shall be paid by the Liquidating Trustee or as provided in the Description of the Transaction Steps in the ordinary until the entry of a final decree closing the respective Debtor's Chapter 11 Case. Any deadline for filing claims in these Chapter 11 Cases shall not apply to fees payable by the Debtors pursuant to section 1930 of title 28 of the United States Code or any interest accruing thereto.

**2.3. Summary of Claims and Interests**

The categories of Claims and Interests listed below classify Claims and Interests in or against the Debtors for all purposes, including, without express or implied limitation, voting, confirmation and distribution, pursuant to the Plan and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. A Claim or Interest will be deemed classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class, and will be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or Interest is in a particular Class only to the extent that such Claim or Interest is Allowed in that Class and has not been paid or otherwise satisfied prior to the Effective Date. Any Claim or Interest that has been paid or satisfied, or any Claim or Interest that has been amended or superseded, may be adjusted or expunged on the official Claims register without a Claims objection having to be filed and without any further notice to or action, order, or approval of the Bankruptcy Court. Except as otherwise

specifically provided for in the Plan, the Confirmation Order or other order of the Bankruptcy Court (including, without limitation, the DIP Order), or required by applicable non-bankruptcy law, in no event will any Holder of an Allowed Claim be entitled to receive payments that in the aggregate exceed the Allowed amount of such Holder's Claim. In accordance with section 1123(a)(1) of the Bankruptcy Code, DIP Claims, Administrative Claims, Professional Fee Claims, and Priority Tax Claims of the kinds specified in sections 507(a)(2) and 507(a)(8) of the Bankruptcy Code have not been classified, and their treatment is set forth in Article II of the Plan.

The deficiency Claims of each of the Prepetition Secured Parties (if any), as applicable, shall be included in Class 8.

As summarized in Article III of the Plan, the Plan constitutes a separate chapter 11 plan of reorganization for each Debtor. For brevity and convenience, the classification and treatment of Claims and Interests has been arranged in groups.

1. Class 1 - Other Priority Claims

- (a) *Classification:* Class 1 consists of all Other Priority Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim agrees to a less favorable treatment, in exchange for full and final satisfaction, settlement, release, and compromise of each and every Allowed Other Priority Claim, each Holder of an Allowed Other Priority Claim shall, at the sole option of the Debtors or the Liquidating Trustee, as applicable:
  - i. be paid in full in Cash in an amount equal to such Allowed Other Priority Claim by the Debtors on the Effective Date or by the Liquidating Trustee after the Effective Date; or
  - ii. otherwise be treated in any other manner such that the Allowed Other Priority Claim shall be rendered Unimpaired on the later of the Effective Date and the date on which such Other Priority Claim becomes an Allowed Other Priority Claim or as soon as reasonably practicable thereafter.
- (c) *Voting:* Class 1 is Unimpaired, and Holders of Class 1 Other Priority Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 1 Other Priority Claims are not entitled to vote to accept or reject the Plan.

2. Class 2 - Secured Tax Claims

- (a) *Classification:* Class 2 consists of all Secured Tax Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Secured Tax Claim agrees to a less favorable treatment for such Holder, in exchange for full and final satisfaction, settlement, release, and compromise of each and every Allowed Secured Tax Claim, each Holder of such Claim shall, at the sole option of the Debtors or the Liquidating Trustee, as applicable:
  - i. be paid in full in Cash by the Debtors on the Effective Date in an amount equal to such Allowed Secured Tax Claim; or
  - ii. be paid by the Debtors or the Liquidating Trustee (as applicable), commencing on the Effective Date and continuing over a period not exceeding 5 years from the Petition Date, equal semi-annual Cash payments in an aggregate amount equal to such Allowed Secured Tax Claim, together with interest at the applicable non-default

contract rate under non-bankruptcy law, subject to the sole option of the Liquidating Trustee to prepay the entire amount of such Allowed Secured Tax Claim during such time period; or

iii. be paid regular Cash payments by the Debtors (on the Effective Date) or the Liquidating Trustee (after the Effective Date), in a manner not less favorable than the most favored non-priority unsecured Claim provided for by the Plan.

(c) *Voting:* Class 2 is Unimpaired, and Holders of Class 2 Secured Tax Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 2 Secured Tax Claims are not entitled to vote to accept or reject the Plan.

3. Class 3 - Other Secured Claims

(a) *Classification:* Class 3 consists of all Other Secured Claims.

(b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment for such Holder, in exchange for full and final satisfaction, settlement, release, and compromise of each and every Allowed Other Secured Claim, each Holder of such Claim shall, at the sole option of the Debtors or the Liquidating Trustee, as applicable:

i. be paid in full in Cash in an amount equal to such Allowed Other Secured Claim by the Debtors on the Effective Date; or

ii. receive the collateral securing any such Allowed Other Secured Claim and be paid any interest required to be paid under section 506(b) of the Bankruptcy Code; or

iii. otherwise be treated in any other manner such that the Allowed Other Secured Claim shall be rendered Unimpaired on the later of the Effective Date and the date on which such Other Secured Claim becomes an Allowed Other Secured Claim or as soon as reasonably practicable thereafter.

(c) *Voting:* Class 3 is Unimpaired, and Holders of Class 3 Other Secured Claims are conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, Holders of Class 3 Other Secured Claims are not entitled to vote to accept or reject the Plan.

4. Class 4 - Prepetition ABL Facility Claims

(a) *Classification:* Class 4 consists of all Prepetition ABL Facility Claims.

(b) *Allowance:* The Prepetition ABL Facility Claims shall be Allowed as Secured Claims in an aggregate amount with respect to drawn amounts under the Prepetition ABL Drawn LCs and undrawn amounts under the Prepetition ABL Undrawn LCs, respectively, not to exceed \$44,263,955 (plus any unpaid accrued interest, letter of credit fees, and unpaid reasonable fees and expenses as of the Effective Date, to the extent not paid pursuant to the Final DIP Order).

(c) *Treatment:* Except to the extent that a Holder of a Prepetition ABL Facility Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Prepetition ABL Facility Claim:

i. if the Payout Event occurs, its Payout Event Class 4 Distribution; or

ii. if the Payout Event does not occur.

(A) all indebtedness related to the Prepetition ABL Drawn LCs and all other unpaid Prepetition ABL Obligations:

1. shall be repaid in cash with proceeds from the Combined Company First Lien Term Loan or (at Blackhawk's option) with amounts drawn under the Combined Company New ABL; or
2. to the extent not so repaid, converted into loans drawn under the Combined Company New ABL on a dollar-for-dollar basis (so long as such Combined Company New ABL is in form and substance reasonably satisfactory to the Prepetition ABL Agent); and

(B) each Prepetition ABL Undrawn LC:

1. shall be replaced with letter(s) of credit issued (or deemed issued) ~~under the Combined Company First Lien L/C Facility or (at Blackhawk's option)~~ under the Combined Company New ABL; provided, that as a condition to such replacement being effective for purposes of this clause (A), each Prepetition ABL Undrawn LC to be considered so replaced shall have been returned to the issuer thereof undrawn or otherwise cancelled in a manner reasonably acceptable to the issuer of such Prepetition ABL Undrawn LC; and/or
2. shall be deemed a letter of credit issued under the Combined Company New ABL in an equal stated face amount (so long as such Combined Company New ABL is in form and substance reasonably satisfactory to the Prepetition ABL Agent); and/or
3. shall be provided with credit support (which may include cash collateralization with proceeds from the Combined Company First Lien Term Loan) on terms and in amount reasonably acceptable to Blackhawk, the issuer of such Prepetition ABL Undrawn LC and the Prepetition ABL Agent;

To the extent that any provisions of the Prepetition ABL Financing Documents are of a type that survive repayment of the subject indebtedness (*e.g.*, confidentiality provisions, a duty to release collateral, indemnity provisions), such provisions shall remain in effect notwithstanding repayment of the Prepetition ABL Facility; provided, however, that such surviving provisions shall not be an obligation of, nor shall they be binding upon, Blackhawk or the Combined Company.

(a) *Voting:* Class 4 is Impaired under the Plan. Holders of Prepetition ABL Facility Claims are entitled to vote to accept or reject the Plan.

4. Class 5 - Prepetition LC Facility Claims

(a) *Classification:* Class 5 consists of all Prepetition LC Facility Claims.

- (b) *Allowance:* The Prepetition LC Facility Claims shall be Allowed as Secured Claims in an aggregate amount with respect to drawn and undrawn amounts under the Prepetition LC Facility not to exceed \$200,000,000.<sup>26</sup>
- (c) *Treatment:* Except to the extent that a Holder of a Prepetition LC Facility Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Prepetition LC Facility Claim, each such Holder thereof shall receive:
- ~~iv. with respect to Prepetition LC Facility Claims consisting of drawn amounts under the Prepetition LC Facility, such Holder's Pro Rata share of Combined Company First Lien Term Loans; and~~
  - ~~i. with respect to Prepetition LC Facility Claims consisting of undrawn amounts under the Prepetition LC Facility, letters of credit issued (or deemed issued) under the Combined Company First Lien L/C Facility or other credit support from the Combined Company First Lien Term Loan Facility, if the Payout Event occurs, its Payout Event Class 5 Distribution; or~~
  - ~~ii. if the Payout Event does not occur, its Prepetition LC Facility Distribution.~~

To the extent that any provisions of the Prepetition LC/Term Loan Financing Documents relating to the Prepetition LC Facility are of a type that survive repayment of the subject indebtedness (e.g., confidentiality provisions, a duty to release collateral, indemnity provisions), such provisions shall remain in effect notwithstanding repayment of the Prepetition LC Facility Claims; provided, however, that such surviving provisions shall not be an obligation of, nor shall they be binding upon, Blackhawk or the Combined Company.

- (d) *Voting:* Class 5 is Impaired under the Plan. Holders of Prepetition LC Facility Claims are entitled to vote to accept or reject the Plan.
- (e) *Credit Bid:* The Prepetition LC Facility Lenders' right to credit bid to purchase the Blackhawk Purchased Assets and/or the VCLF Purchased Assets is preserved.

5. Class 6 - Prepetition Term Loan Facility Claims

- (a) *Classification:* Class 6 consists of all Prepetition Term Loan Facility Claims.
- (b) *Allowance:* The Prepetition Term Loan Facility Claims shall be Allowed as Secured Claims in an aggregate amount not to exceed \$250,000,000.
- (c) *Treatment:* Except to the extent that a Holder of a Prepetition Term Loan Facility Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Prepetition Term Loan Facility Claim, each such Holder thereof shall receive ~~its Prepetition Term Loan Facility Distribution;~~
- i. **if the Payout Event occurs, its Payout Event Class 6 Distribution; or**

<sup>26</sup> This amount includes contingent claims on account of undrawn letters of credit provided under the Prepetition LC Facility, provided, however, that, upon the Effective Date, the Undrawn LC Facility Claims shall be deemed undisputed. If the Payout Event does not occur, such Undrawn LC Facility Claims shall be Allowed, without any further action, to the extent that undrawn letters of credit provided under the Prepetition LC Facility are subsequently drawn, and such Allowed Undrawn LC Facility Claims, if any, shall be satisfied from the Undrawn LC Facility Claims Reserve.

ii. if the Payout Event does not occur, its Prepetition Term Loan Facility Distribution.

To the extent that any provisions of the Prepetition Term Loan Facility are of a type that survive repayment of the subject indebtedness (e.g., confidentiality provisions, a duty to release collateral, indemnity provisions), such provisions shall remain in effect notwithstanding repayment of the Prepetition Term Loan Facility; provided, however, that such surviving provisions shall not be an obligation of, nor shall they be binding upon, Blackhawk or the Combined Company.

- (d) *Voting:* Class 6 is Impaired under the Plan. Holders of Prepetition Term Loan Facility Claims are entitled to vote to accept or reject the Plan.

6. Class 7 - Prepetition Notes Claims

- (a) *Classification:* Class 7 consists of all Prepetition Notes Claims.
- (b) *Allowance:* The Prepetition Notes Claims shall be Allowed as Secured Claims in an amount not to exceed \$305,504,339.
- (c) *Treatment:* Except to the extent that a Holder of a Prepetition Notes Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Prepetition Notes Claim, each such Holder thereof shall receive ~~its Prepetition Notes Payment.~~

i. if the Payout Event occurs, its Payout Event Class 7 Distribution; or

ii. if the Payout Event does not occur, its Prepetition Notes Distribution.

- (d) *Voting:* Class 7 is Impaired under the Plan. Holders of Prepetition Notes Claims are entitled to vote to accept or reject the Plan.

7. Class 8 - General Unsecured Claims

- (a) *Classification:* Class 8 consists of all General Unsecured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to a less favorable treatment of its Allowed General Unsecured Claim, in full and final satisfaction, settlement, release, and discharge of and in exchange for each Allowed General Unsecured Claim, each Holder thereof shall receive its Pro Rata share of:

~~(i) if the VCLF Transaction is consummated, the VCLF Equity Grant in accordance with the terms set forth in Section 7.12 the VCLF APA; or~~

~~(ii) if the VCLF Transaction is not consummated, the Liquidating Trust Units, subject to the Liquidating Trust Funding Mechanism.~~

(i) if the Payout Event occurs, its Payout Event Class 8 Distribution; or

(ii) if the Payout Event does not occur, its General Unsecured Claims Distribution.

- (c) *Voting:* Class 8 is Impaired under the Plan. Holders of Allowed General Unsecured Claims are entitled to vote to accept or reject the Plan.

8. Class 9 - Intercompany Claims

- (a) *Classification:* Class 9 consists of all Intercompany Claims.
- (b) *Treatment:* Intercompany Claims shall be cancelled without any distribution on account of such Interests.
- (c) *Voting:* Class 9 is Impaired under the Plan. Holders of Intercompany Claims are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

9. Class 10 - Intercompany Interests

- (a) *Classification:* Class 10 consists of all Intercompany Interests.
- (b) *Treatment:* Intercompany Interests shall be cancelled without any distribution on account of such Interests.
- (c) *Voting:* Class 10 is Impaired under the Plan. Holders of Intercompany Interests are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

10. Class 11 - Equity Interests

- (a) *Classification:* Class 11 consists of all Equity Interests.
- (b) *Treatment:* On the Effective Date, all Equity Interests shall be cancelled without any distribution on account of such Interests.
- (c) *Voting:* Class 11 is Impaired under the Plan. Holders of Equity Interests are conclusively presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. Therefore, such Holders are not entitled to vote to accept or reject the Plan.

**C. Acceptance or Rejection of the Plan**

~~3. Voting of Claims~~

~~Each Holder of a Claim in an Impaired Class as of the Voting Record Date that is entitled to vote on the Plan pursuant to Article III of the Plan will be entitled to vote to accept or reject the Plan as provided in the Disclosure Statement Order or any other order of the Bankruptcy Court.~~

**1. Special Provision Governing Unimpaired Claims**

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' rights in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

**2. Class Acceptance Requirement**

A Class of Claims shall have accepted the Plan if it is accepted by at least two-thirds (2/3) in amount of the Allowed Claims in such Class and more than one-half (1/2) in number of Holders of such Claims that have voted on the Plan.



~~3. Presumed Acceptance of Plan~~

3. Elimination of Vacant Classes

~~Class 1 (Other Priority Claims), Class 2 (Secured Tax Claims), and Class 3 (Other Secured Claims) are Unimpaired by the Plan. Pursuant to section 1126(f) of the Bankruptcy Code, the Holders of Claims in such Classes are conclusively presumed to have accepted the Plan and the votes of such Holders will not be solicited.~~

Any Class of Claims or Interests that does not have a Holder of an Allowed Claim or Allowed Interest or a Claim or Interest temporarily Allowed by the Bankruptcy Court as of the date of the Confirmation Hearing shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of

~~4. Presumed Rejection of Plan~~

4. determining acceptance or rejection of

~~Class 9 (Intercompany Interests) and Class 10 (Equity Interests) will not receive any distribution under the Plan on account of by such Interests. Pursuant to section 1126(g)(1129(a)(8) of the Bankruptcy Code, the Holders of Interests in such Class are conclusively presumed to have rejected the Plan and the votes of such Holders will not be solicited.~~

**5. Confirmation Pursuant to Sections 1129(a) and 1129(b) of the Bankruptcy Code**

Section 1129(a)(10) of the Bankruptcy Code shall be satisfied for purposes of Confirmation by acceptance of the Plan by an Impaired Class of Claims. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article X of the Plan to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification.

**6. Controversy Concerning Impairment**

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date; provided that nothing shall affect or limit the Debtors', Blackhawk's, the Combined Company's, the DIP Lenders', Prepetition LC Secured Parties', Prepetition Term Secured Parties', Prepetition Notes Trustee's, ~~or~~ the Prepetition Noteholders', or the First Combined Company 1.5 Lien Backstop Parties' or the Second Lien Backstop Parties' Term Loan Lenders' applicable rights and defenses (whether legal or equitable) in respect of any such Claims, Interests, or Class of Claims or Interests.

**D. Implementation of the Plan**

**1. Sources of Consideration for Plan Distributions**

The Confirmation Order shall be deemed to authorize, among other things, the Restructuring Transactions and the Combined Company 1.5 Lien Term Loan. All amounts and securities necessary for the Debtors (on the Effective Date), the Combined Company, VCLF, or Liquidating Trust (after the Effective Date), as applicable, to make payments or distributions pursuant to this Plan shall be obtained from, among other things, the liabilities assumed, consideration paid by Blackhawk, ~~VCLF, and Cash raised or held by the Debtors, as applicable.~~ In this regard, the Committee asserts that none of the funds that will flow to the Debtors if the Blackhawk Transaction is consummated will be available to pay emergency costs. Shonk also notes that the source of the remaining amounts necessary remains unclear as of the date hereof and Cash raised or held by the Debtors.

## 2. Blackhawk Transaction

Subject to the terms of the Blackhawk Transaction Documents, on the Effective Date, the Debtors shall consummate the Blackhawk Transaction and, among other things, the Blackhawk Purchased Assets shall be transferred to and vest in the Combined Company free and clear of all Liens, Claims, charges, or Encumbrances pursuant to sections 363 and 1123 of the Bankruptcy Code, the Confirmation Order, the Blackhawk APA and the other Blackhawk Transaction Documents. On the Effective Date, the Debtors shall consummate the transactions contemplated by the Blackhawk Transaction Documents pursuant to the terms thereof; provided that the conditions precedent set forth in the Blackhawk Transaction Documents have been satisfied or waived in accordance with the terms thereof. Upon entry of the Confirmation Order by the Bankruptcy Court, all matters provided for under the Blackhawk APA and the other Blackhawk Transaction Documents will be deemed authorized and approved without any requirement of further act or action by the Debtors' shareholders or the Debtors' boards of directors. The Debtors are authorized to execute and deliver, and to consummate the transactions contemplated by, the Blackhawk Transaction Documents, as well as to execute, deliver, file, record and issue any notes, documents (including UCC financing statements), or agreements in connection therewith, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

On and after the Effective Date, the Combined Company may use, acquire, or dispose of property without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Neither Blackhawk, the Combined Company, nor any of their Affiliates shall be deemed, as a result of any action taken in connection with the Blackhawk Transaction Documents, the consummation of the Blackhawk Transaction and any other transaction contemplated by the Blackhawk Transaction Documents, or the transfer or operation of the Blackhawk Purchased Assets ~~(a)~~1 to be a legal successor, or otherwise be deemed a successor to all or any of the Debtors; ~~(b)~~2 to have, de facto or otherwise, merged with or into all or any of the Debtors; ~~(c)~~3 to be an alter ego or a continuation of all or any of the Debtors; or ~~(d)~~4 to have any responsibility for any obligations of all or any of the Debtors based on any theory of successor or similar theories of liability, including, without limitation, pursuant to the Black Lung Act or the UMWA 1974 Pension Plan.

Without limiting the generality of the foregoing, except as otherwise expressly provided in the Blackhawk Transaction Documents, Blackhawk, the Combined Company and all of their Affiliates shall not be liable for any claims against the Debtors or any of their predecessors or affiliates, and neither Blackhawk, the Combined Company nor any of their affiliates shall have successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor, employment or benefits law, de facto merger or substantial continuity, whether known or unknown as of the closing, then existing or hereafter arising, whether fixed or contingent, asserted or unasserted, liquidated or unliquidated, with respect to the Debtors or their affiliates or any obligations of the Debtors or their affiliates arising prior to the closing, including, but not limited to, liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Blackhawk Purchased Assets prior to the closing.

The transactions contemplated by the Blackhawk Transaction Documents are undertaken by the Debtors and Blackhawk without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided therein to consummate the sale contemplated thereunder shall not affect the validity of such sale (including the assumption, assignment and/or transfer of any Executory Contract or Unexpired Lease), unless such authorization and consummation of such sale are duly stayed pending such appeal. Blackhawk is a good faith purchaser within the meaning of section ~~363(m)~~363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code as applicable.

On the Effective Date, ~~(a)~~1 the Combined Company, solely in accordance with its operating documents, is authorized to enter into each of the Combined Company Debt Facilities as well as any notes, documents or agreements delivered in connection therewith, including, without limitation, any documents required in connection with the creation or perfection of liens in connection therewith and an intercreditor agreement governing the respective priorities and rights among the Combined Company Debt Facilities; ~~(b)~~2 upon the granting of such liens in accordance with the Combined Company Debt Documents and the consummation of the Combined Company Debt Facilities, the lenders under the Combined Company Debt Facilities, including the Prepetition ABL Secured

Parties and the Prepetition LC Secured Parties to the extent lenders under the Combined Company Debt Facilities as contemplated by the Plan, shall have valid, binding and enforceable liens on the collateral specified in the documents and agreements governing the Combined Company Debt Facilities; and ~~(e)-3)~~ upon the granting of such guarantees, mortgages, pledges liens and other security interests in accordance with the Combined Company Debt Documents and the consummation of the Combined Company Debt Facilities, the guarantees, mortgages, pledges, liens and other security interests granted to secure the obligations arising under the Combined Company Debt Facilities shall be granted in good faith as an inducement to the respective lenders under the Combined Company Debt Facilities to extend credit thereunder and shall be deemed not to constitute a fraudulent conveyance or fraudulent transfer, shall not otherwise be subject to avoidance, and the priorities of such liens and security interests shall be as set forth in the documents and agreements governing the Combined Company Debt Facilities, including any applicable intercreditor agreements.

Notwithstanding anything in the Plan to the contrary, the Blackhawk Transaction Documents are the only documents that govern the Blackhawk Transaction and, for the avoidance of doubt, the VCLF Transaction Documents shall have no effect on the Blackhawk Transaction, Blackhawk, or the Combined Company. A copy of the Blackhawk APA and a summary of the Blackhawk Transaction shall be Filed with the Plan Supplement.

For the avoidance of doubt, the Debtors may implement an Alternative Transaction (as defined in the Bidding Procedures Order) and implement the Payout Event as set forth herein and in the Bidding Procedures Order.

### 3. Rights Offering

The Rights Offerings shall consist of a distribution of the Rights in respect of, ~~in the case of the Combined Company First Lien Rights Offering, Rights Offering Term Loans, and in the case of the Combined Company Second Lien Rights Offering, Rights Offering Term Loans and Rights Offering Units.~~ The Rights Offerings will be conducted in accordance with the Rights Offerings Procedures ~~and the Backstop Commitment Agreements~~ and shall be open to Persons that are the Rights Offering Participants as of the Rights Offerings Record Date.

Any participation in the ~~First Lien Rights Offering and the Second Lien~~ Rights Offering shall be Pro Rata for each Holder of Allowed Prepetition LC Facility Claims or Allowed Prepetition Term Loan Facility Claims ~~or Prepetition Notes Claims~~, as applicable, based on such Holder's face amount ownership of the Prepetition LC Facility Claims or Prepetition Term Loan Facility ~~or Prepetition Notes~~, as applicable, relative to the total face amount of the Prepetition LC Facility Claims or Prepetition Term Loan Facility ~~or Prepetition Notes~~, as applicable.

~~The Rights Offerings shall be backstopped by the Rights Offering Backstop Parties.~~

The Rights shall be issued to Holders of Prepetition LC Facility Claims on a Pro Rata basis and to Holders of Prepetition Term Loan Facility Claims. For the avoidance of doubt, if the Rights are oversubscribed, Rights will be issued (1) first, to the Holders of Prepetition LC Facility Claims and (2) second, to Holders of Prepetition Term Loan Facility Claims, and any oversubscription within a Class shall be cut back Pro Rata within such Class.

~~To exercise Rights, a Rights Offerings Participant must timely deliver a duly completed and executed Subscription Form and the other documents referenced therein and the Subscription Purchase Price (as calculated pursuant to the Subscription Form) by wire transfer or bank or cashier's check, as set forth in the Subscription Form, in accordance with the Rights Offerings Procedures; provided, however, that any Backstop Party's Subscription Purchase Price and any amount in respect of a Backstop Party's Backstop Allocation must each be received on or before the Effective Date.~~ Offering Procedures.

A Holder of Claims eligible to participate in ~~one or both the~~ Rights Offerings, as applicable, Offering shall be deemed to have relinquished and waived all rights to participate in the Rights Offerings to the extent the Subscription Agent for any reason does not receive from such Holder, on or before the Subscription Deadline, a duly completed and executed Subscription Form and the other documents referenced therein and the Subscription Purchase Price (as calculated pursuant to the Subscription Form) by wire transfer or bank or cashier's check, as set forth in the Subscription Form, with respect to such Holder's Rights. The funds contained in the Subscription Accounts shall be refunded to the Rights ~~Offerings Participants in accordance with the Rights Offerings Procedures;~~

~~provided, however in accordance with the Rights Offerings Procedures, the funds contained in the Subscription Accounts shall be refunded to the Rights Offerings Participants (including, for the avoidance of doubt, the Backstop Parties) on the earlier of: (i) the date that is five (5) business days after the Closing Date, unless otherwise agreed by the Backstop Parties in accordance with the terms of the Backstop Commitment Agreements and (ii) October 30, 2015. Offering Participants in accordance with the Rights Offering Procedures.~~

~~Each Right is being~~The Combined Company First Lien Term Loans and the Combined Company Second Lien Term Loans to be issued ~~without registration under the Securities Act, in reliance upon federal, state and foreign exemptions from registration requirements for transactions not involving any public offering. The connection with the~~ Rights Offering ~~Loans and Rights Offering Units~~ are being issued without registration under the Securities Act, ~~in reliance upon federal, state and foreign exemptions from registration requirements for transactions not involving any public offering or any other state or foreign securities law.~~

#### 4. VCLF Transaction

Subject to the terms of the VCLF Transaction Documents, on the Effective Date, the Debtors shall consummate the VCLF Transaction and, among other things, the VCLF Purchased Assets shall be transferred to and vest in VCLF free and clear of all Liens, Claims, charges, or Encumbrances pursuant to sections 363 and 1123 of the Bankruptcy Code, the Confirmation Order, the VCLF APA and the other VCLF Transaction Documents. On the Effective Date, the Debtors shall consummate the transactions contemplated by the VCLF Transaction Documents pursuant to the terms thereof; provided that the conditions precedent set forth in the VCLF Transaction Documents have been satisfied or waived in accordance with the terms thereof. Upon entry of the Confirmation Order by the Bankruptcy Court, all matters provided for under the VCLF APA and the other VCLF Transaction Documents will be deemed authorized and approved without any requirement of further act or action by the Debtors' shareholders or the Debtors' boards of directors. The Debtors are authorized to execute and deliver, and to consummate the transactions contemplated by the VCLF Transaction Documents, as well as to execute, deliver, file, record and issue any notes, documents (including UCC financing statements), or agreements in connection therewith, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

The transactions contemplated by the VCLF Transaction Documents are undertaken by the Debtors and VCLF without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided therein to consummate the sale contemplated thereunder shall not affect the validity of such sale (including the assumption, assignment and/or transfer of any Executory Contract or Unexpired Lease), unless such authorization and consummation of such sale are duly stayed pending such appeal. VCLF is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code as applicable.

#### 5. General Settlement of Claims

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, on the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies resolved pursuant to the Plan.

#### 6. Listing of Securities

None of the securities issued ~~pursuant to~~in connection with the ~~Plan~~Blackhawk Transaction (including the ~~Rights Offering Units~~Combined Company Warrants and ~~any New~~the Class-B Units ~~that may be purchased in accordance therewith~~) will be listed on a national securities exchange and the Combined Company will not be a reporting company under the Securities Exchange Act upon the Effective Date.

## 7. Release of Liens

Except as otherwise provided herein or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, the Blackhawk APA, or the VCLF APA, as applicable, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, and compromised.

Except as otherwise provided in the Blackhawk APA, on the Effective Date all Blackhawk Purchased Assets shall be transferred to the Combined Company free and clear of all Claims, Liens, Encumbrances or Interests pursuant to Sections 363, 365, 1123 and the other applicable sections of the Bankruptcy Code.

Except as otherwise provided in the VCLF APA, on the Effective Date all VCLF Purchased Assets shall be transferred to VCLF free and clear of all Claims, Liens, Encumbrances or Interests pursuant to Sections 363, 365, 1123 and the other applicable sections of the Bankruptcy Code.

## 8. Cancellation of Securities and Agreements

On the Effective Date, except as otherwise specifically provided for in the Plan: (1) the obligations of the Debtors under the Prepetition Notes Documents, and any other certificate, share, note, bond, indenture, purchase right, or other instrument or document directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest, equity or profits interest in the Debtors or any warrants, options or other securities exercisable or exchangeable for, or convertible into, debt, equity, ownership or profits interests in the Debtors giving rise to any Claim or Interest, shall be cancelled as to the Debtors, and the Liquidating Trust shall not have any continuing obligations thereunder; (2) the obligations of the Debtors under the DIP Facility, the Prepetition ABL Facility, the Prepetition LC Facility, the Prepetition Notes Documents and the Prepetition Term Loan Facility shall be fully released, settled, and compromised as to the Debtors, and the Liquidating Trust shall not have any continuing obligations thereunder (and the commitments and obligations (if any) of any of the Prepetition ABL Secured Parties, the Prepetition LC Secured Parties, and/or any of the Prepetition Term Secured Parties to extend any further or future credit or financial accommodations to any of the Debtors, any of their respective subsidiaries or any of their respective successors or assigns under the Prepetition ABL Financing Documents or the Prepetition LC/Term Loan Financing Documents, as applicable, shall fully terminate and be of no further force or effect); and (3) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificate or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indentures, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be fully released, settled, and compromised; provided that notwithstanding Confirmation or the occurrence of the Effective Date, any such indenture or agreement that governs the rights of the Holder of a Claim or Interest shall continue in effect solely for purposes of allowing such Holders to receive distributions under the Plan as provided herein. None of the terms and conditions of the Plan, Confirmation or the occurrence of the Effective Date shall (a) constitute a release, waiver, discharge or other modification of any obligations under any of the Intercreditor Agreements owed by any Prepetition Secured Party to any other Prepetition Secured Party pursuant to the terms thereof or (b) prejudice the relative rights, remedies, powers and privileges of any of the Prepetition Secured Parties pursuant to any of the Intercreditor Agreements, including, without limitation, any such rights to enforce the terms and conditions of any Intercreditor Agreement that a Prepetition Secured Party is party to or bound by against any other Prepetition Secured Party party thereto or bound thereby, subject to the Prepetition LC/Term Loan Agent Expenses Priority.

## 9. Restructuring Transactions

On the Effective Date or as soon as reasonably practicable thereafter, the Debtors, with the consent of the DIP Lenders, the ~~DIP Lenders, the~~ Liquidating Trust, Blackhawk, VCLF, and the Combined Company, each as applicable, may take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions under and in connection with the Plan, the Blackhawk Transaction Documents, ~~and~~ the VCLF Transaction Documents, and the Liquidating Trust Agreement, each as applicable.

## 10. Corporate Action

Upon the Effective Date, all actions contemplated by the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable, shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, directors, managers or officers of the Debtors, or the Liquidating Trust, or any other Entity or Person, including: (1) execution of, entry into and performance under the Blackhawk Transaction Documents; (2) execution of, entry into and performance under the VCLF Transaction Documents; (3) ~~execution of, entry into and performance under the Backstop Commitment Agreements;~~ (4) adoption or assumption, as applicable, and assignment to the Combined Company, VCLF, or VCLF the Liquidating Trust, as applicable, of Executory Contracts and Unexpired Leases; (5) selection of the managers and officers for the Combined Company; (6) the issuance and distribution of the Rights Combined Company Warrants as provided herein; (7) ~~the issuance and distribution of the New Class B Units as provided herein;~~ and (8) ~~and~~ (6) all other acts or actions contemplated, or reasonably necessary or appropriate to promptly consummate the transactions contemplated by, the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable, and each of the foregoing documents or agreements (whether to occur before, on, or after the Effective Date). All matters provided for in the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or the Liquidating Trust Agreement involving the company structure of the Debtors, the Combined Company, or VCLF, as applicable, and any company action required by the Debtors, the Liquidating Trust, Blackhawk, or VCLF in connection therewith, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the security holders, directors, managers, authorized persons or officers of the Debtors, Blackhawk, or VCLF, as applicable.

On or (as applicable) prior to the Effective Date, the appropriate officers, managers or authorized persons of the Debtors or the Liquidating Trust (including, any vice-president, president, chief executive officer, treasurer or chief financial officer thereof), as applicable, shall be authorized and directed to issue, execute and deliver the agreements, documents, securities, certificates of incorporation, certificates of formation, bylaws, operating agreements, and instruments contemplated by the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable, (or necessary or desirable to effect the transactions contemplated by the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable) in the name of and on behalf of the Debtors or the Liquidating Trust, as applicable, including any and all agreements, documents, securities and instruments relating to the foregoing. The authorizations and approvals contemplated by Article IV.J of the Plan shall be effective notwithstanding any requirements under non-bankruptcy law.

## ~~11. Prepetition Notes Payment~~

~~In order to receive a Prepetition Notes Payment, a holder of a Prepetition Notes Claim must certify that such holder is an Eligible Holder by delivering a fully executed Prepetition Notes Eligibility Certificate to the Subscription Agent by the Prepetition Notes Eligibility Certificate Deadline.~~

~~On the Effective Date, all parties that receive Class B Units pursuant to a Prepetition Notes Payment shall be deemed to be parties to the Blackhawk LLC Agreement, without the need for execution by any such party. The Blackhawk LLC Agreement shall be binding on all parties receiving, and all holders of, such Class B Units regardless of whether such parties execute the Blackhawk LLC Agreement. Notwithstanding the foregoing, for purposes of receiving the Prepetition Notes Payment, each applicable Eligible Holder shall execute and deliver to the Subscription Agent the Blackhawk LLC Agreement Joinder. Until an Eligible Holder of a Prepetition Notes Claim provides its fully executed Blackhawk LLC Agreement Joinder, all of its distributions under this Plan shall be deemed an undeliverable distribution pursuant to Article VI.D of the Plan.~~

## ~~12.11. Effectuating Documents; Further Transactions~~

On and after the Effective Date, the Liquidating Trust and the managers, officers, authorized persons and members of the board of managers thereof, or the Liquidating Trustee, as applicable, are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence

the terms and conditions of the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, the Liquidating Trust Agreement, as applicable, and the securities issued pursuant to the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents without the need for any approvals, authorization, or consents except for those expressly required pursuant to the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, and the Liquidating Trust Agreement, as applicable.

#### **13.12. Exemption from Certain Taxes and Fees**

Pursuant to section 1146(a) of the Bankruptcy Code, any issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer of property, pursuant to or in connection with this Plan or the Blackhawk Transaction Documents, or the VCLF Transaction Documents shall not be subject to any Stamp or Similar Tax or governmental assessment in the United States, and the Confirmation Order shall direct and be deemed to direct the appropriate federal, state or local (domestic or foreign) governmental officials or agents to forgo the collection of any such Stamp or Similar Tax or governmental assessment and to accept for filing and recordation instruments or other documents evidencing such action or event without the payment of any such Stamp or Similar Tax or governmental assessment. Such exemption specifically applies, without limitation, to (1) the Blackhawk Transaction; (2) the VCLF Transaction; (3) creation of any mortgage, deed of trust, Lien or other security interest; (4) the making or assignment of any lease or sublease; (5) any Restructuring Transaction; (6) the issuance, distribution and/or sale of any ~~of the New Class B Units, the Rights,~~Combined Company Warrants and any other securities of the Debtors or the Combined Company; or (7) the making or delivery of any deed or other instrument of transfer under, in furtherance of or in connection with the Plan or the Blackhawk Transaction Documents or the VCLF Transaction Documents, including: (a) any merger agreements; (b) agreements of consolidation, restructuring, disposition, liquidation, or dissolution; (c) deeds; (d) bills of sale; or (e) assignments executed in connection with any Restructuring Transaction occurring under the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents.

#### **14.13. D&O Liability Insurance Policies**

Notwithstanding anything in the Plan to the contrary, as of the Effective Date, all of the D&O Liability Insurance Policies shall be either assumed by the Liquidating Trust pursuant to section 365(a) of the Bankruptcy Code or assumed as set forth in the Description of ~~the~~the Transaction Steps, as applicable. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the Debtors' foregoing assumption of each of the D&O Liability Insurance Policies. Notwithstanding anything to the contrary contained herein, Confirmation of the Plan shall not discharge, impair, or otherwise modify any obligations assumed by the foregoing assumption of the D&O Liability Insurance Policies, and each such obligation shall be deemed and treated as an Executory Contract that has been assumed by the Liquidating Trust under the Plan as to which no Proof of Claim need be Filed or treated as set forth the Description of ~~the~~the Transaction Steps, as applicable.

#### **15.14. Indemnification Provisions**

Notwithstanding anything ~~in the Plan~~herein to the contrary or pursuant to the termination, dissolution, or wind down of any or all of the Debtors, the Debtors (if necessary to continue all Indemnification Provisions in full force), as of the Effective Date, shall be deemed to have assumed all Indemnification Provisions and assigned such provisions to the Liquidating Trust as though such Indemnification Provisions were to have full force and effect; provided that the assumption by the Debtors of the Indemnification Provisions and the assignment thereof to the Liquidating Trust shall not be deemed to be an assumption or assignment of the contract, agreement, resolution, instrument or document in which such Indemnification Provisions are contained, memorialized, agreed to, embodied or created (or any of the other terms or provisions thereof) unless, and only to the extent that, such contract, agreement, resolution, instrument or document is a Blackhawk Purchased Asset. All Indemnification Provisions in place on and prior to the Effective Date for current and former officers, directors, managers and employees of the Debtors and their subsidiaries and such current and former officers', directors', managers', and employees' respective Affiliates shall survive the Effective Date for all Claims related to or in connection with, without limitation, any actions, omissions or transactions occurring prior to the Effective Date; provided that notwithstanding anything herein to the contrary, the Debtors shall not indemnify or assume any Indemnification Provision as to any of the Non-Released Parties for any matter; provided further that, for the avoidance of doubt, in no circumstance shall the Debtors indemnify or assume any indemnification obligation with respect to Peabody or

Arch. For the avoidance of doubt, nothing herein shall limit the rights of Blackhawk or the Combined Company against, or the obligations of, any Person or Entity that is a party to any Blackhawk Transaction Documents or ~~VCLF Transaction Documents~~ or any other contract with Blackhawk, ~~VCLF~~, or the Combined Company, including any contract that is a Blackhawk Purchased Asset.

#### **16.15. Preservation of Rights of Action**

In accordance with section 1123(b) of the Bankruptcy Code, and except where such Causes of Action have been expressly released, sold or otherwise transferred (including, for the avoidance of doubt, pursuant to Blackhawk Transaction Documents, the VCLF Transaction Documents, and the DIP Orders), the Liquidating Trust shall retain and may enforce all rights to commence and pursue, as appropriate, any and all Causes of Action, whether arising before or after the Petition Date, ~~including any actions specifically enumerated in the Plan Supplement~~, and the Liquidating Trustee's rights to commence, prosecute, or settle such Causes of Action shall be preserved notwithstanding the occurrence of the Effective Date. The Liquidating Trustee may pursue such Causes of Action, as appropriate, in accordance with the best interests of the Liquidating Trust. No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or the Disclosure Statement to any Cause of Action against them as any indication that the Debtors, Blackhawk, VCLF, or the Liquidating Trustee, as applicable, will not pursue any and all available Causes of Action against them. Except with respect to Causes of Action as to which the Debtors have released, sold or otherwise transferred to, any Person or Entity on or prior to the Effective Date (pursuant to the Debtor Release, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or otherwise), the Debtors or the Liquidating Trustee, as applicable, expressly reserve all rights to prosecute any and all Causes of Action against any Entity, except as otherwise expressly provided in the Plan. Unless any Causes of Action against an Entity are expressly waived, relinquished, exculpated, released, sold or otherwise transferred, compromised, or settled in the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or a Bankruptcy Court order, the Liquidating Trustee expressly reserves all Causes of Action, for later adjudication, and, therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

#### **17.16. The VCLF Transaction**

The Debtors have negotiated a third-party transaction with VCLF in which VCLF would acquire the assets (excluding the Debtors' receivables) not proposed to be acquired in the Blackhawk Transaction and agree to assume certain liabilities excluded from the Blackhawk Transaction. The VCLF APA is attached hereto as Exhibit K. As of the date hereof, the Debtors believe consummating the VCLF Transaction (subject to higher or better bids pursuant to the Bidding Procedures) is in the best interests of the estates and, together with the Blackhawk Transaction, facilitates the optimal exit from the chapter 11 cases. To the extent the VCLF Transaction or a similar sale transaction cannot be consummated, however, the assets not acquired and the liabilities not assumed by Blackhawk in connection with the Blackhawk Transaction will vest in a Liquidating Trust, which, subject to the Claims compromised by the Plan, will assume all of the Debtors' liabilities and obligations excluded from the Blackhawk Transaction, continue to hold all permits not assigned to Blackhawk in connection with the Blackhawk Transaction for active and inactive mining operations that require reclamation activities, and manage all future reclamation activities.

#### **18.17. Wind Down and Dissolution of the Debtors**

On and after the Effective Date, the Wind Down and dissolution of the Debtors shall occur pursuant to the Liquidating Trust Agreement and/or the Description of the Transaction Steps, as applicable, any other provision of the Plan, and any applicable orders of the Bankruptcy Court.

#### **19.18. Liquidating Trust**

If the VCLF Transaction ~~(or a higher or better transaction) cannot be~~ is not consummated, on the Effective Date, the Liquidating Trust will be formed to purchase the Liquidating Trust Assets and implement the Wind Down. The Liquidating Trust will be established for the primary purpose of purchasing and subsequently liquidating the



Liquidating Trust Assets and winding down the Debtors' Estates, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidating Trust. Upon the transfer of the Liquidating Trust Assets as more fully set forth in the Liquidating Trust Agreement, the Debtors will have no reversionary or further interest in or with respect to the Liquidating Trust Assets. For all federal income tax purposes, the beneficiaries of the Liquidating Trust will be treated as grantors and owners thereof and it is intended that the Liquidating Trust be classified as a liquidating trust under Section 301.7701-4 of the Treasury Regulations. Accordingly, for federal income tax purposes, it is intended that the beneficiaries of the Liquidating Trust be treated as if they had received an interest in the Liquidating Trust's assets and then contributed such interests to the Liquidating Trust. The Liquidating Trust will, in an expeditious but orderly manner, liquidate and convert to Cash the Liquidating Trusts Assets, make timely distributions to the beneficiaries of the Liquidating Trust pursuant to the Plan and the Confirmation Order, and not unduly prolong its duration. The Liquidating Trust will not be deemed a successor in interest to the Debtors. Upon the termination of the Liquidating Trust, any excess funds shall be ~~distributed~~ paid to Holders of Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims on a Pro Rata basis (based upon such Holder's face amount Allowed Claim relative to the total face amount of all Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims) as set forth in the Liquidating Trust Agreement.

#### **20.19. Liquidating Trustee**

~~To the extent the VCLF Transaction (or a higher or better transaction) cannot be consummated, prior~~ Prior to the commencement of the Confirmation Hearing, the Liquidating Trustee shall be identified by the Debtors ~~in the Plan Supplement~~, after consultation with the Consultation Parties, ~~pursuant to the terms of~~. If the VCLF Transaction is not consummated, the Liquidating Trustee shall purchase the Liquidating Trust ~~Agreement for the purposes of conducting Assets and conduct~~ the Wind Down and shall succeed to such powers as would have been applicable to the Debtors' officers, directors, and shareholders, and the Debtors shall be authorized to be (and, upon the conclusion of the Wind Down, shall be) dissolved by the Liquidating Trustee, ~~all in accordance with the Liquidating Trust Agreement~~. All property of the Estates not distributed to the Holders of Claims or Interests on the Effective Date, or transferred pursuant to the Blackhawk ~~Transaction Documents or the VCLF Transaction Documents~~, shall be transferred to the Liquidating Trust and managed and distributed by the Liquidating Trustee pursuant to the terms of the Liquidating Trust Agreement and shall be held in the name of the Debtors free and clear of all Claims and Interests except for rights to such distributions provided to Holders of Allowed Claims and Allowed Interests as provided in the Plan. As soon as possible after the Effective Date, the Liquidating Trust shall make a good faith valuation of assets of the Liquidating Trust, and such valuation shall be used consistently by all parties for all federal income tax purposes. Any and all reasonable and documented costs and expenses incurred by the Liquidating Trustee in connection with the Wind Down shall be paid from the funds of the Liquidating Trust, subject to the terms and conditions of the Liquidating Trust Agreement. The Liquidating Trustee shall only file tax returns for Debtors in jurisdictions where such Debtor previously filed tax returns, unless the Liquidating Trustee determines that a tax return is required to be filed due to a change in law, fact, or circumstance on or after the Effective Date. Following the Effective Date and in the event of the resignation or removal, liquidation, dissolution, death, or incapacity of the Liquidating Trustee, the Liquidating Trust Agreement shall provide for the appointment of the successor Liquidating Trustee and, without any further act, ~~such Person~~ shall become fully vested with all of the rights, powers, duties, and obligations of the predecessor Liquidating Trustee.

The Person chosen to be the successor Liquidating Trustee shall have such qualifications and experience to enable the Liquidating Trustee to perform his or her obligations under the Plan and under the Liquidating Trust Agreement. The Liquidating Trustee shall be compensated and reimbursed for reasonable costs and expenses as set forth in, and in accordance with, the Liquidating Trust Agreement.

#### **21.20. Notice of Implementation of VCLF Transaction or Liquidating Trust**

Prior to, on, or after the Effective Date, the Debtors will file a notice with the Bankruptcy Court indicating whether the Plan shall implement the VCLF Transaction (or a higher or better transaction) or the Liquidating Trust.

**E. Provisions Governing Distributions**

**1. Timing and Calculation of Amounts to Be Distributed**

Except as otherwise provided in the Plan, on the Effective Date or as soon as reasonably practicable thereafter (or if a Claim is not an Allowed Claim on the Effective Date, on the date that such a Claim becomes an Allowed Claim, or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions and payments that the Plan provides for Allowed Claims in the applicable Class from the Debtors or Liquidating Trustee, as applicable. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, but shall be deemed to have been completed as of the required date. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article VII of the Plan. Except as otherwise provided herein, Holders of Claims shall not be entitled to interest, dividends, or accruals on the distributions provided for herein, regardless of whether such distributions are delivered on or at any time after the Effective Date. Notwithstanding anything to the contrary herein, but subject to the Intercreditor Agreements, no Holder of an Allowed Claim shall, on account of such Allowed Claim, receive a distribution in excess of the Allowed amount of such Claim plus any postpetition interest on such Claim payable in accordance with the Plan. For the avoidance of doubt, nothing herein shall modify the treatment of Claims and Interests set forth in Article III.B of the Plan.

**2. Undrawn LC Facility Claims Reserve**

Amounts to be paid with respect to, or on account of, the Prepetition LC Facility Distribution shall be subject to the Undrawn LC Facility Claims Reserve as set forth herein. A portion of the Prepetition LC Facility Distribution (but excluding the Prepetition LC Facility Rights) shall be held in reserve (the “Undrawn LC Facility Claims Reserve”) together with all earnings thereon, if any (net of any expenses relating thereto, such expenses including any taxes imposed thereon or otherwise payable by the reserve), to be distributed on the Prepetition LC Facility Final Distribution Date, as required by this Plan. The Undrawn LC Facility Claims Reserve Agent shall hold in the Undrawn LC Facility Claims Reserve all dividends, payments, and other distributions made on account of, as well as any obligations arising from, the property held in the Undrawn LC Facility Claims Reserve, to the extent that such property continues to be so held at the time such distributions are made or such obligations arise.

The Undrawn LC Facility Claims Reserve Agent shall reserve the Pro Rata share (based upon the total amount of Undrawn LC Facility Claims as of the Effective Date relative to the total amount of Prepetition LC Facility Claims) of the Prepetition LC Facility Distribution (but excluding the Prepetition LC Facility Rights) for potential distribution on account of the Undrawn LC Facility Claims. After all Undrawn LC Facility Claims have become either Allowed Claims or disallowed Claims, the Undrawn LC Facility Claims Reserve Agent shall effect a final distribution to all Holders of Allowed Undrawn LC Facility Claims. The Undrawn LC Facility Claims Reserve shall be closed and extinguished by the Undrawn LC Facility Claims Reserve Agent when all distributions required to be made hereunder shall have been made in accordance with the terms of this Plan. Upon closure of the Undrawn LC Facility Claims Reserve, the Undrawn LC Facility Claims Reserve Agent shall distribute to the Holders of Allowed Prepetition LC Facility Claims (including, without limitation, Allowed Undrawn LC Facility Claims) each Holder’s Pro Rata share (based upon the face amount of such Holder’s Allowed Prepetition LC Facility Claim relative to the total face amount of all Allowed Prepetition LC Facility Claims) of the remaining amount, if any, of the Prepetition LC Facility Distribution held in the Undrawn LC Facility Claims Reserve.

**2.3. Distributions and Payments Generally**

All distributions and payments under the Plan that are to be made on the Effective Date, if any, shall be made by the Debtors, or to the extent applicable, by the Combined Company or the respective administrative agent in respect of any Combined Company Debt Facilities issued in satisfaction of any Claims. Distributions and payments made after the Effective Date shall be made by the Liquidating Trustee in accordance with the Liquidating Trust Agreement.

**3.4. Distributions and Payments of the Purchase Price Paid Pursuant to the Blackhawk APA**

Notwithstanding anything to the contrary contained herein, the Purchase Price (as such term is defined in the Blackhawk Transaction Documents) shall be used solely to make distributions and payments under the Plan, whether or not such distributions and payments are made on the Effective Date or thereafter; provided, that, for the avoidance of doubt, the Purchase Price (as such term is defined in the Blackhawk Transaction Documents) shall be payable on the closing date of the transactions contemplated by the Blackhawk Transaction Documents.

**4.5. Undeliverable Distributions and Unclaimed Property**

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Disbursing Agent has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; provided, that, such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six months from the Effective Date. After such date, all unclaimed property or interests in property shall be cancelled or be transferred in accordance with the Description of ~~T~~he Transaction Steps, as applicable, automatically and without need for a further order by the Bankruptcy Court (notwithstanding any applicable federal, provincial, or state escheat, abandoned, or unclaimed property laws to the contrary), and the Claim of any Holder to such property or interest in property shall be discharged and forever barred. For the avoidance doubt, unclaimed property or interests associated with the Blackhawk Transaction shall be canceled.

**F. Disputed Claims**

**1. Resolution of Disputed Claims**

**a. Allowance of Claims**

On or after the Effective Date, the Liquidating Trustee, the Combined Company, or VCLF, as applicable, shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim, except with respect to any Claim deemed Allowed as of the Effective Date. Except as expressly provided in the Plan, the Blackhawk Transaction Documents, the VCLF Transaction Documents, or in any order entered in the Chapter 11 Cases prior to the Effective Date (including, without limitation, the Confirmation Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including the Confirmation Order or the DIP Orders, in the Chapter 11 Cases allowing such Claim.

**b. Prosecution of Objections to Claims**

The Debtors prior to and on the Effective Date or the Liquidating Trustee after the Effective Date shall have the exclusive authority to File objections to Claims, settle, compromise, withdraw or litigate to judgment objections to any and all Claims, regardless of whether such Claims are in a Class or otherwise. From and after the Effective Date, the Liquidating Trustee may settle or compromise any Disputed Claim without any further notice to or action, order or approval of the Bankruptcy Court. From and after the Effective Date, the Liquidating Trustee shall have the sole authority to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order or approval of the Bankruptcy Court.

**c. Claims Estimation**

Prior to and on the Effective Date, the Debtors, and after the Effective Date, the Liquidating Trustee may, at any time, request that the Bankruptcy Court estimate (a) any Disputed Claim pursuant to applicable law and (b) any contingent or unliquidated Claim pursuant to applicable law, including, without limitation, section 502(c) of the Bankruptcy Code, regardless of whether the Debtors or the Liquidating Trustee have previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction under 28 U.S.C. §§ 157 and 1334 to estimate any Disputed Claim, contingent Claim or unliquidated Claim, including during the litigation concerning any objection to any Claim or during the pendency of any appeal

relating to any such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register but that is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any Disputed Claim, contingent Claim or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on such Claim for all purposes under the Plan, including for purposes of distributions, and the Debtors or the Liquidating Trustee may elect to pursue additional objections to the ultimate distribution on such Claim. If the estimated amount constitutes a maximum limitation on such Claim, the Debtors or the Liquidating Trustee may elect to pursue any supplemental proceedings to object to any ultimate distribution on account of such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before twenty-one days after the date on which such Claim is estimated. All of the aforementioned Claims and objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

**d. Disputed Claims Reserve**

On or prior to the Effective Date, the Disbursing Agent shall be authorized, but not directed, to establish one or more Disputed Claims Reserves, which Disputed Claims Reserve shall be administered by the Disbursing Agent. The Disbursing Agent may, in its sole discretion, hold Cash in the Disputed Claims Reserve in trust for the benefit of the Holders of Claims ultimately determined to be Allowed after the Effective Date. The Disbursing Agent shall distribute such amounts (net of any expenses, including any taxes relating thereto), as provided herein, as such Disputed Claims are resolved by a Final Order or agreed to by settlement, and such amounts will be distributable on account of such Disputed Claims as such amounts would have been distributable had such Disputed Claims been Allowed Claims as of the Effective Date.

When all Disputed Claims are resolved and either become Allowed or are disallowed by Final Order, to the extent Cash remains in the Disputed Claims Reserve after all Holders of Disputed Claims that have become Allowed and have been paid the full amount they are entitled to pursuant to the treatment set forth for the appropriate Class under the Plan, then such excess Cash shall be distributed (a) if the Payout Event occurs, as part of the Payout Event Cash Pool in accordance with Article III hereof or (b) if the Payout Event does not occur, to the Holders of Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims on a Pro Rata basis (based upon such Holder's face amount Allowed Claim relative to the total face amount of all Allowed Prepetition Term Loan Facility Claims, Allowed Prepetition Notes Claims, and Allowed General Unsecured Claims). For the avoidance of doubt, the Disputed Claims Reserve may be funded with Cash or such other consideration the Debtors determine is appropriate after consultation with the Consultation Parties to address disputes regarding the nature, extent, and value of certain assets the Committee submits to be unencumbered assets.

**d.e. Expungement or Adjustment of Claims Without Objection**

Any Claim that has been paid, satisfied or superseded may be expunged on the Claims Register by the Debtors or the Liquidating Trustee and any Claim that has been amended may be adjusted thereon by the Debtors or the Liquidating Trustee in both cases without a Claims objection having to be Filed and without any further notice to or action, order or approval of the Bankruptcy Court.

**e.f. Deadline to File Objections to Claims**

Any objections to Claims shall be Filed no later than the Claims Objection Bar Date.

**2. Disallowance of Claims**

All Claims of any Entity from which property is sought by the Debtors or the Liquidating Trustee under section 542, 543, 550, or 553 of the Bankruptcy Code or that the Debtors or the Liquidating Trustee allege is a transferee of a transfer that is avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the

Bankruptcy Code shall be disallowed if (1) the Entity, on the one hand, and the Debtors or the Liquidating Trustee on the other hand, agree or the Bankruptcy Court has determined by Final Order that such Entity or transferee is liable to turnover any property or monies under any of the aforementioned sections of the Bankruptcy Code and (2) such Entity or transferee has failed to turnover such property by the date set forth in such agreement or Final Order.

Notwithstanding anything to the contrary herein, the Debtors or the Liquidating Trustee, as applicable, shall not allow, disallow, estimate, dispute, prosecute an objection or take any other action with respect to a Claim that is an Assumed Liability, unless expressly provided for in the Blackhawk APA or otherwise consented to by Blackhawk.

**EXCEPT AS OTHERWISE AGREED BY THE DEBTORS ANY AND ALL PROOFS OF CLAIM FILED AFTER THE APPLICABLE CLAIMS BAR DATE SHALL BE DEEMED DISALLOWED AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER OF THE BANKRUPTCY COURT.**

### **3. Amendments to Claims**

On or after the Effective Date, except as provided in Article II.A of the Plan, a Claim may not be Filed or amended without the prior authorization of the Bankruptcy Court or the Liquidating Trustee and any such new or amended Claim Filed shall be deemed disallowed and expunged without any further notice to or action, order or approval of the Bankruptcy Court. Executory Contracts and Unexpired Leases

### **4. Treatment of Executory Contracts and Unexpired Leases**

On the Effective Date, the Debtors shall assume and assign the Assumed Contracts and Assumed Leases (each as defined in the Blackhawk APA) to the Combined Company. In addition, on the Effective Date, the Debtors shall assume such Executory Contracts to be assumed and assigned to VCLF, or the Liquidating Trust, as applicable.

On September 1, 2015, the Debtors will File the Schedule of Assumed Executory Contracts and Unexpired Leases. The Debtors may, at any time on or prior to the Effective Date, amend the Schedule of Assumed Executory Contracts and Unexpired Leases in compliance with and in the manner set forth in the Blackhawk Transaction Documents, the VCLF Transaction Documents, or the Liquidating Trust Agreement, as applicable. Notwithstanding anything to the contrary in the Plan, unless otherwise approved in writing in advance by Blackhawk or VCLF, as applicable, the Debtors shall not assume and assign to the Combined Company or VCLF any employment agreement and employee benefit plan except for those employment agreements and employee benefit plans specifically set forth in the Blackhawk Transaction Documents or the VCLF Transaction Documents and, with respect to such employment agreements, only if the employee counterparty thereto executes and delivers to the Debtors and the Combined Company or VCLF, as applicable, an amendment, consent and acknowledgment agreement described in the Blackhawk Transaction Documents in form and substance acceptable to Blackhawk or VCLF, as applicable.<sup>27</sup>

The Confirmation Order shall constitute an order of the Bankruptcy Court under sections 365 and 1123(b) of the Bankruptcy Code approving the assumptions and assignments or rejections described above as of the Effective Date. Unless otherwise indicated, all assumptions and assignments or rejections of Executory Contracts and Unexpired Leases in the Plan will be effective as of the Effective Date. Each Executory Contract and Unexpired Lease assumed and assigned pursuant to the Plan or by Bankruptcy Court order, shall vest in and be fully

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<sup>27</sup> Counterparties that have already received such notice with respect to a lease or executory contract and have already filed a response thereto need not respond again to a subsequent notice with respect to the same lease or executory contract.

enforceable by the applicable assignee in accordance with its terms, except as such terms may have been modified by order of the Bankruptcy Court.

Notwithstanding the foregoing paragraph or anything to the contrary herein, but subject the terms of the Blackhawk Transaction Documents or the VCLF Transaction Documents, as applicable, the Debtors, Blackhawk, and VCLF reserve their respective rights to alter, amend, modify or supplement the Executory Contracts and Unexpired Leases identified in the Plan Supplement prior to the Confirmation Date.

To the extent any provision in any Executory Contract or Unexpired Lease that is assumed or assumed and assigned (as applicable) pursuant to this Plan (including, without limitation, any “change of control” provision) prohibits, restricts or conditions, or purports to prohibit, restrict or condition, or is modified, breached or terminated, or deemed modified, breached or terminated by, (i) the commencement of these Chapter 11 Cases or the insolvency or financial condition of any Debtor at any time before the closing of its respective Chapter 11 Case, (ii) any Debtor’s assumption or assumption and assignment (as applicable) of such Executory Contract or Unexpired Lease or (iii) the Confirmation or consummation of this Plan, then such provision shall be deemed waived such that the transactions contemplated by this Plan shall not entitle the non-debtor party thereto to modify or terminate such Executory Contract or Unexpired Lease or to exercise any other default-related rights or remedies with respect thereto, and any required consent under any such contract or lease shall be deemed satisfied by the Confirmation of the Plan. This waiver shall apply only to the transactions contemplated by the Plan and shall not constitute a change in the terms of any such contract or lease on a “going forward” basis.

For the avoidance of doubt, any Executory Contract or Unexpired Lease not expressly assumed or assumed and assigned pursuant to this Plan (including the Plan Supplement) shall be deemed rejected as of the Effective Date.

#### **5. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases**

Any Executory Contracts or Unexpired Leases to be assumed and assigned pursuant to the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents that are, or may be, alleged to be in default, shall be satisfied solely by payment of the Cure Cost or by an agreed-upon waiver of the Cure Costs on the Effective Date or as soon as reasonably promptly thereafter or on such other terms as the Combined Company or VCLF, as applicable, and the counterparties to each such Executory Contract or Unexpired Lease may otherwise agree.

The Debtors have caused notices of proposed assumptions and assignments to the Combined Company and proposed Cure Costs and for procedures for objecting thereto and resolution of disputes by the Bankruptcy Court to be served on applicable counterparties. The Debtors will cause notices of proposed assumptions and assignments to VCLF and proposed Cure Costs and for procedures thereto and resolution of disputes by the Bankruptcy Court to be served on applicable counterparties. Any objection by a counterparty to an Executory Contract or Unexpired Lease to a proposed assumption or related Cure Cost or to proposed adequate assurance of future performance (including, specifically, but without limitation, the strength of the assignee to meet its indemnity obligations under such Executory Contract or Unexpired Lease) must be filed, served and actually received by the Debtors by the Confirmation Objection Deadline. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption and assignment or to the Cure Cost will be deemed to have assented to such matters.

In the event of a dispute regarding: (1) the amount of any Cure Cost; (2) the ability of the Combined Company or VCLF to provide “adequate assurance of future performance” within the meaning of section 365(b) of the Bankruptcy Code, if applicable, under the Executory Contract or the Unexpired Lease to be assumed; or (3) any other matter pertaining to assumption and/or assignment, then such Cure Costs shall be paid immediately following the entry of a Final Order resolving the dispute and approving the assumption and assignment of such Executory Contracts or Unexpired Leases or as may be agreed upon the Debtors, the Combined Company, or VCLF, as applicable, and the counterparty to such Executory Contract or Unexpired Lease; provided that the party who is liable for such cure cost shall have the authority to settle any dispute regarding the amount of any Cure Cost without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

Subject to any cure claims Filed with respect thereto, assumption or assumption and assignment of any Executory Contract or Unexpired Lease pursuant to this Plan shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time prior to the effective date of assumption or assumption and assignment, in each case as provided in section 365 of the Bankruptcy Code. Any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed or assumed and assigned by Final Order shall be deemed disallowed and expunged (subject to any cure claims Filed with respect thereto), without further notice to or action, order, or approval of the Bankruptcy Court.

As of the date hereof, the Debtors estimate Cure Costs of approximately \$21.5 million.

#### **6. Claims Based on Rejection of Executory Contracts and Unexpired Leases**

Unless otherwise provided by an order of the Bankruptcy Court, any Proofs of Claim based on the rejection of the Debtors' Executory Contracts or Unexpired Leases pursuant to the Plan or otherwise, must be Filed with the Notice and Claims Agent no later than thirty days after the effective date of rejection of such Executory Contract or Unexpired Lease.

Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed with the Bankruptcy Court within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Estates, the Combined Company VCLF, or their property, without the need for any objection by the Debtors or further notice to, action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully satisfied, released, and discharged, and be subject to the permanent injunction set forth in Article VIII.F of the Plan. All Allowed Claims arising from the rejection of the Debtors' Executory Contracts or Unexpired Leases shall be classified as General Unsecured Claims and shall be treated in accordance with Article III.B of the Plan.

Any Proofs of Claim filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to, action, order, or approval of the Bankruptcy Court.

#### **7. Preexisting Obligations to the Debtors under Executory Contracts and Unexpired Leases**

Rejection or repudiation of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall not constitute a termination of preexisting obligations owed to the Debtors under such contracts or leases. In particular, notwithstanding any non-bankruptcy law to the contrary, the Combined Company and VCLF each expressly reserves and does not waive any right to receive, or any continuing obligation of a counterparty to provide, warranties or continued maintenance obligations on goods previously purchased, or services previously received, by the contracting Debtors, the Combined Company, or VCLF, as applicable, from counterparties to rejected or repudiated Executory Contracts or Unexpired Leases.

#### **8. Modifications, Amendments, Supplements, Restatements, or Other Agreements**

Unless otherwise provided in the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents, each assumed Executory Contract or Unexpired Lease shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and all Executory Contracts and Unexpired Leases related thereto, if any, including all easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan, the Blackhawk Transaction Documents, or VCLF Transaction Documents. Nothing in the immediately preceding sentence shall be deemed to limit, supersede or change the provisions set forth in Article V.G of the Plan.

**9. Insurance Policies**

Except with respect to those insurance policies and any agreements, documents or instruments relating thereto that are listed on the Schedule of Assumed Executory Contracts and Unexpired Leases or acquired by Blackhawk pursuant to the Blackhawk APA or VCLF pursuant to the VCLF APA, all of the Debtors' insurance policies and any agreements, documents or instruments relating thereto shall be treated as Executory Contracts of the applicable Debtor under the Plan and the Bankruptcy Code and shall be assumed by the applicable Debtor and assigned to the Liquidating Trust in accordance with the terms of the Liquidating Trust Agreement and the Plan. For the avoidance of doubt, any insurance policies, the rights to the proceeds with respect to which are acquired by Blackhawk pursuant to the Blackhawk APA, shall be subject in all respects to section 2.01(l) of the Blackhawk APA. For the avoidance of doubt, any insurance policies, the rights to the proceeds with respect to which are acquired by VCLF pursuant to the VCLF APA, shall be subject in all respects to section 2.01(l) of the VCLF APA.

**10. Compensation and Benefit Programs**

All employment and severance policies, and all compensation and benefit plans, policies and programs of the Debtors applicable to their respective employees, retirees and directors, including, without limitation, all savings plans, retirement plans, healthcare plans, disability plans, severance benefit plans, incentive plans, and life, accidental death and dismemberment insurance plans are treated as Executory Contracts under the Plan and on the Effective Date will be listed on the Schedule of Assumed Executory Contracts and Unexpired Leases and will be rejected unless any of the foregoing is a Blackhawk Purchased Asset or a VCLF Purchased Asset, as applicable, in accordance with the Blackhawk Transaction Documents or the VCLF Transaction Documents, as applicable, in which case the same shall be assumed and assigned to Combined Company or VCLF, as applicable, pursuant to the terms of the Plan and Blackhawk Transaction Documents or VCLF Transaction Documents, as applicable.

**11. Reservation of Rights**

Neither the exclusion nor inclusion of any contract or lease in the Plan Supplement, nor anything contained in the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Combined Company or VCLF, as applicable, has any liability thereunder. In the event of a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors, the Combined Company, or VCLF, as applicable, shall have ninety days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease as otherwise provided herein.

**12. Nonoccurrence of Effective Date**

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any consensual request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

**G. Effect of Confirmation**

**1. Discharge of Claims and Termination of Interests**

To the maximum extent provided by section 1141(d) of the Bankruptcy Code, and except as otherwise specifically provided in this Plan or in any contract, instrument, or other agreement or document created pursuant to this Plan, the distributions, rights, and treatment that are provided in this Plan shall be in complete satisfaction, discharge, and release, effective as of the Effective Date, of Claims, Interests, and Causes of Action of any nature whatsoever, including any interest accrued on Claims or Interests from and after the Petition Date, whether known or unknown, against, liabilities of, Liens on, obligations of, rights against, and Interests in, the Debtors or any of their assets or properties, regardless of whether any property shall have been distributed or retained pursuant to the Plan on account of such Claims and Interests, including demands, liabilities, and Causes of Action that arose before the Effective Date, any liability (including withdrawal liability) to the extent such Claims or Interests relate to services performed by employees of the Debtors prior to the Effective Date and that arise from a termination of



employment, any contingent or non-contingent liability on account of representations or warranties issued on or before the Effective Date, and all debts of the kind specified in sections 502(g), 502(h), or 502(i) of the Bankruptcy Code, in each case whether or not: (1) a Proof of Claim or Proof of Interest based upon such debt, right, or Interest is Filed or deemed Filed pursuant to section 501 of the Bankruptcy Code; (2) a Claim or Interest based upon such debt, right, or Interest is Allowed pursuant to section 502 of the Bankruptcy Code; or (3) the Holder of such a Claim or Interest has accepted the Plan. Any default by the Debtors or Affiliates with respect to any Claim or Interest that existed immediately prior to or on account of the filing of the Chapter 11 Cases shall be deemed cured on the Effective Date. The Confirmation Order shall be a judicial determination of the discharge of all Claims and Interests subject to the Effective Date occurring.

Pursuant to Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good faith compromise of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests, and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Liquidating Trustee may compromise and settle Claims against the Debtors and their Estates and Causes of Action against other Entities (other than such Claims or Causes of Action that are Purchased Assets).

## **2. Release of Liens**

**Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released and discharged.**

## **3. Debtor Release**

**Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, or in any contract, instrument, or other agreement or document created pursuant to this Plan, for good and valuable consideration, on and after the Effective Date, the Debtors and their Estates shall release each Released Party, and each Released Party shall be deemed released and discharged by the Debtors and their Estates, from any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any claim or interest or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Chapter 11 Cases, the DIP Facility, the Blackhawk Transaction, the Prepetition Facilities, the subject matter of, or the transactions or events giving rise to, any claim or interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents or related agreements, instruments or other documents, upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Released Party that constitutes willful misconduct, bad faith, or gross negligence, each solely to the extent determined by a Final Order. Notwithstanding anything to the contrary in the foregoing, the Debtor Release shall not release any obligations of any Released Party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.**

**Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor**

**Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the Claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors or their Estates asserting any Claim or Cause of Action released pursuant to the Debtor Release, including, ~~without limitation, the Transaction Support Agreement and each amendment thereto, among the TSA Parties.~~**

The Debtors submit that the Debtor Release is fair, equitable and in the best interests of the estate, was negotiated at arm's-length and in good faith by the Debtors, Blackhawk and certain of the Debtors' key economic stakeholders, and reflect the Debtors' prudent business judgment consistent with the relevant standard in this Circuit. The Debtor Release is also crucial to the underlying success of the Plan and ensuring the continued viability of the enterprise as part of the Combined Company on and after the Effective Date. In addition, the Debtors believe the Debtor Release reflects a reasonable balance of the risk and expense of potential litigation, on the one hand, against the benefits of early resolution of disputes and issues, on the other hand, removing what could otherwise be potentially substantial impediments to a prompt and successful emergence from bankruptcy. To that end, the Debtors submit that a lengthy bankruptcy case is not an option, as the Debtors' cash flow forecasts reflect that they will run out of cash in October of 2015 and would no longer be able to operate at that time absent confirmation and consummation of the Plan.

With respect to the Debtors' current and former directors being released under the Plan, the Debtors believe they share an identity of interest with the Debtors. Consistent with responsible business practices, the Debtors maintain insurance policies for their current and past directors and officers and maintain certain indemnification agreements with such parties, such that a judgment against a director or employee must, in certain circumstances, be reimbursed by the Debtors. Accordingly, any lawsuits filed by third parties against these individuals would essentially constitute actions against the Debtors' estates, and adverse judgments could deplete estate assets if they exceed applicable policy limits. As a result, including the Debtors' current and former directors and officers among the parties covered by the releases set forth in the Plan limits the Liquidating Trust's post-emergence obligations and ensures that the Debtors' assets will be preserved to be applied towards enhancing value for the benefit of the Debtors' stakeholders.

#### **4. Third-Party Release**

**As of the Effective Date, except as otherwise provided in the Plan, including, without limitation, Article IV.H of the Plan, or in any contract, instrument or other agreement or document created pursuant to this Plan, the Releasing Parties shall release the Debtors, their Estates, and the Released Parties, and each of the Debtors, their Estates, and the Released Parties shall be deemed released, from any and all claims, interests, obligations, rights, suits, damages, Causes of Action, remedies and liabilities whatsoever, including any derivative claims, asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' restructuring, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the DIP Facility, the Blackhawk Transaction, the Blackhawk Transaction Documents, the VCLF Transaction, the VCLF Transaction Documents, the Prepetition Facilities, the subject matter of, or the transactions or events giving rise to, any claim or interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Documents, or related agreements, instruments, or other documents, upon any other act or omission, transaction, agreement, event or other occurrence taking place on or before the Effective Date, other than claims or liabilities arising out of or relating to any act or omission of a Debtor Releasee that constitutes willful misconduct, bad faith, or gross negligence. Notwithstanding anything to the contrary in the foregoing, the Third-Party Release shall not release any obligations of any Released Party under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, ~~including, without limitation, the Transaction Support Agreement and each amendment thereto, among TSA Parties.~~**

**Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and, further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released by the Third-Party Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any claim or cause of action released pursuant to the Third-Party Release.**

The Plan defines the "Releasing Parties" as: means, collectively: (a) the Prepetition Agents; (b) the Prepetition Term Lenders; (c) the Prepetition LC Lenders and the Prepetition LC Facility Issuers; (d) the Prepetition ABL Lenders and the Prepetition ABL LC Issuers; (e) the Prepetition Noteholders; (f) the DIP Agent; (g) the DIP Lenders; (h) the Rights Offering Backstop Parties; (i) the Committee; and (j) all other Holders of Claims or Equity Interests, except Holders of any Claims or Equity Interests (x) who vote to reject the Plan, (y) who do not vote to accept or reject the Plan but who timely submit a Ballot indicating their decision to not participate in the Third Party Release set forth in Article VIII.D hereof, or (z) who are in a Class that is deemed to reject the Plan.

Holders of Claims in Voting Classes that do not vote to accept or reject the plan must opt out of the Third-Party Release or they will be bound by the Third-Party Release. Holders of Claims in Voting Classes that vote to reject the Plan will not be bound by the Third-Party Release. Holders of Claims in Voting Classes that vote to accept the Plan will be bound by the Third-Party Release.

The U.S. Trustee, the Committee, the UMWA, the UMWA Pension Funds, Lexcon, and the Sureties each objected to the Disclosure Statement on the basis that the Plan is patently unconfirmable because the Third-Party Release is a non-consensual third-party release that is not permitted in this Circuit. The Debtors submit that these objections are confirmation objections that should not be considered at a hearing to consider approval of the Disclosure Statement. That notwithstanding, the Debtors also respectfully disagree with this characterization.

In the Fourth Circuit, bankruptcy courts have acknowledged the propriety of non-debtor releases and injunctions in situations where the releases and injunctions are an integral part of the plan of reorganization and where such releases are consensual under the circumstances. *See, e.g., In re Neogenix Oncology, Inc.*, 508 B.R. 345, 361 (Bankr. D. Md. 2014) (denying confirmation of plan because requisite consent not given, but acknowledging that consensual releases are permissible in the Fourth Circuit) (citing *Food Lion, Inc. v. S.L. Nusbaum Ins. Agency, Inc.*, 202 F.3d 233 (4th Cir. 2000)); compare with *Behrman v. National Heritage Foundation*, 663 F.3d 704 (analyzing nonconsensual releases under factors set forth in *Class Five Nev. Claimants v. Dow Corning Corp. (In re Dow Corning Corp.)*, 280 F.3d 649 (6th Cir. 2002)). Notably, nondebtor third party releases may be permissible where the requisite consent is given, including where the eligible voting creditors fail to opt-out of the release so long as they receive adequate notice of the release on the ballot. *Neogenix Oncology*, 508 B.R. at 361 (noting similar opt-out mechanism to provide consent in *In re DBSD N. Am., Inc.*, 419 B.R. 179, 218 (Bankr. S.D.N.Y. 2009)); *see also In re Drexel Burnham Lambert Group, Inc.*, 960 F.2d 285, 293 (2nd Cir. 1992) (bankruptcy court has jurisdiction and power to approve release and injunction provisions in a plan of reorganization); *In re DJK Residential LLC*, Case No. 08-10375 (JMP) (Bankr. S.D.N.Y. May 7, 2008) (finding that the exculpation, release, and injunction provisions appropriate because they were fair and equitable, necessary to successful reorganization, and integral to the plan). These authorities clearly demonstrate that the inclusion of such provisions do not make the Plan patently unconfirmable.

Importantly, the Debtors submit that the Third-Party Release proposed in the Plan is a consensual third-party release. Holders of Claims, as defined in the Plan pursuant to §101(5) of the Bankruptcy Code, are not compelled to give the Third-Party Release. The Plan specifically provides that any Holder of a Claim that is entitled to vote on the Plan may elect to opt-out of the Third-Party Release so long as such Holder votes to reject the Plan. In other words, Holders of Claims may vote against the release if they so choose. Notwithstanding the Committee's arguments to the contrary, an opt out requirement for nonvoting creditors is consensual—so long as the eligible creditor has an opportunity to vote on the Plan, such creditor has the ability to determine whether they wish to consent to the Third-Party Release, and the Third-Party Release provision in the ballots is highlighted and well-described. In addition, the objections fielded by the Committee and the U.S. Trustee to the Debtors' voting ballots,

which provide that any assenting party may opt-out of the Third-Party Release rather than opt-in are not consistent or binding on courts in this Circuit.

#### 5. Exculpation

Except as otherwise specifically provided in the Plan, or in any contract, instrument, or other agreement or document created pursuant to this Plan, no Exculpated Party shall have or incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with, or related to formulating, negotiating, soliciting, preparing, disseminating, confirming, or implementing the Plan, or consummating the Plan, the Disclosure Statement, the Blackhawk Transaction Documents, the VCLF Transaction Documents, the Restructuring Transactions, the DIP Facility, the Prepetition Facilities, the issuance, distribution, and/or sale of ~~any units of the New Class B Units~~ the Combined Company Warrants or any other security offered, issued, or distributed in connection with the Plan, the Chapter 11 Cases or any contract, instrument, release or other agreement, or document created or entered into in connection with the Plan or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors; *provided*, that each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement; *provided, further*, that the foregoing Exculpation shall have no effect on ~~(1) the liability of any Entity that results from any such act or omission that is determined in a Final Order to have constituted gross negligence, bad faith, or willful misconduct or (2) the rights or liability of any Entity in connection with the obligations pursuant to the Transaction Support Agreement and each amendment thereto, among the TSA Parties.~~

#### 6. Injunction

Except as otherwise expressly provided in the Plan or for obligations issued or required to be paid pursuant to the Plan (including any obligations under the Prepetition Facilities, the ~~New Class B Units~~ Combined Company Warrants, and documents and instruments related thereto), or Confirmation Order, all Entities who have held, hold, or may hold claims, interests, or Liens that have been discharged pursuant to Article VIII.A, released pursuant to Article VIII.B, Article VIII.C, or Article VIII.D, or are subject to exculpation pursuant to Article VIII.E are, to the fullest extent provided under Section 524 and other applicable provisions of the Bankruptcy Code, permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Liquidating Trust, the Combined Company, or the Released Parties: (1) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests; (2) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such claims or interests; (3) creating, perfecting, or enforcing any encumbrance of any kind against such Entities or the property or the estates of such Entities on account of or in connection with or with respect to any such claims or interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such claims or interests unless such Entity has timely asserted such setoff right prior to the Effective Date in a document Filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a claim or interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such claims or interests released or settled pursuant to the Plan.

#### 7. Protections against Discriminatory Treatment

To the maximum extent provided by section 525 of the Bankruptcy Code and the Supremacy Clause of the United States Constitution, all Entities, including Governmental Units, shall not discriminate against the Debtors or the Combined Company, or deny, revoke, suspend, or refuse to renew a license, permit, charter, franchise, or other similar grant to, condition such a grant to, discriminate with respect to such a grant against, the Debtors, the Combined Company, or another Entity with whom the Debtors have been associated, solely because each Debtor has been a debtor under chapter 11 of the Bankruptcy Code, has been insolvent before the commencement of the

Chapter 11 Cases (or during the Chapter 11 Cases but before the Debtors are granted or denied a discharge), or has not paid a debt that is dischargeable in the Chapter 11 Cases.

**8. Setoffs**

Except as otherwise expressly provided for in the Plan or in any court order, each Debtor or the Combined Company (as applicable), pursuant to the Bankruptcy Code (including section 553 of the Bankruptcy Code), applicable non-bankruptcy law, or as may be agreed to by the Holder of a Claim, may (but shall not be required to) set off against any Allowed Claim (other than the Prepetition ABL Facility Claims and the Prepetition LC Facility Claims) and the distributions to be made pursuant to the Plan on account of such Allowed Claim (other than the Prepetition ABL Facility Claims and the Prepetition LC Facility Claims) (before any distribution is made on account of such Allowed Claim), any claims, rights, and Causes of Action of any nature that such Debtor or the Combined Company (as applicable) may hold against the Holder of such Allowed Claim, to the extent such claims, rights, or Causes of Action against such Holder have not been otherwise compromised or settled on or prior to the Effective Date (whether pursuant to the Plan or otherwise); provided, that, neither the failure to effect such a setoff nor the allowance of any Claim pursuant to the Plan shall constitute a waiver or release by such Debtor or the Combined Company of any such claims, rights, and Causes of Action that such Debtor or the Combined Company may possess against such Holder. In no event shall any Holder of Claims be entitled to setoff any Claim against any claim, right, or Cause of Action of any of the Debtors or the Combined Company unless such Holder has timely Filed a Proof of Claim with the Bankruptcy Court preserving such setoff right, unless such Holder is otherwise not required to File a Proof of Claim pursuant to a Final Order.

**9. Recoupment**

In no event shall any Holder of a Claim be entitled to recoup any Claim against any claim, right, or Cause of Action of any of the Debtors or the Combined Company unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

**10. Document Retention**

On and after the Effective Date, the Debtors (or the Liquidating Trustee, as the case may be) shall maintain documents in accordance with the Blackhawk Transaction Documents and the VCLF Transaction Documents and otherwise may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Debtors (or the Liquidating Trust, as the case may be).and after the Effective Date, the Debtors (or the Liquidating Trust, as the case may be) may maintain documents in accordance with their standard document retention policy, as may be altered, amended, modified, or supplemented by the Debtors (or the Liquidating Trust, as the case may be).

**11. Reimbursement or Contribution**

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless prior to the Confirmation Date: (1) such Claim has been adjudicated as non-contingent; or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered prior to the Confirmation Date determining such Claim as no longer contingent.

## H. Conditions Precedent to Confirmation and Consummation of the Plan

### 1. Conditions Precedent to the Effective Date<sup>28</sup>

Consummation of the Plan will not occur unless each of the following conditions has been satisfied or waived pursuant to the provisions of Article IX.C of the Plan:

- (c) The Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably acceptable to the Debtors, the DIP Lenders, and the Consultation Parties, and satisfactory to Blackhawk in accordance with the Blackhawk APA, and such Confirmation Order shall have become a Final Order that has not been stayed or modified or vacated on appeal;
- (d) The Plan and Plan Supplement, including any amendments, modifications, or supplements thereto shall be in form and substance reasonably acceptable to the Debtors, the DIP Lenders, and the Consultation Parties, and satisfactory to Blackhawk in accordance with the Blackhawk APA;
- (e) The Blackhawk APA shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the consummation of the Blackhawk APA shall have been waived or satisfied in accordance with the terms thereof and the closing of the Blackhawk Transaction shall have occurred or shall occur concurrently with the Effective Date;
- (f) All governmental and material third party approvals and consents, including Bankruptcy Court approval, necessary in connection with the transactions contemplated by this Plan shall have been obtained, not be subject to unfulfilled conditions and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions; and
- (g) All documents and agreements necessary to implement this Plan and the Blackhawk Transaction, including the Combined Company Debt Documents and the Combined Company Warrant Agreement, shall have (a) been tendered for delivery, and (b) been effected or executed by all Entities party thereto, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements; and.
- ~~(h) All conditions to closing under the Backstop Commitment Agreements and the Blackhawk APA shall have been satisfied or waived in accordance with the terms thereof.~~

### 2. Conditions Precedent to Closing the VCLF Transaction

It shall be a condition to closing of the VCLF Transaction that the following conditions shall have been satisfied or waived pursuant to the provisions of ~~Article IX.C~~ Error! Reference source not found., hereof:

- (a) The Bankruptcy Court shall have entered the Confirmation Order in form and substance reasonably acceptable to the Debtors and the DIP Lenders, in consultation with the Consultation Parties, and satisfactory to VCLF in accordance with the VCLF APA, and such Confirmation Order shall have become a Final Order that has not been stayed or modified or vacated on appeal;
- (b) The Plan and Plan Supplement, including any amendments, modifications, or supplements thereto shall be in form and substance reasonably acceptable to the Debtors and the DIP Lenders, in

<sup>28</sup> Shonk has indicated that it will object to Confirmation on the basis that it should be a condition precedent to the Effective Date that the Debtors have in hand or shall have immediate and unconditional access to the funds necessary to pay the Cure Costs on the Effective Date.

consultation with the Consultation Parties, and satisfactory to VCLF in accordance with the VCLF APA;

- (c) The VCLF APA shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the consummation of the VCLF APA shall have been waived or satisfied in accordance with the terms thereof and the closing of the VCLF Transaction shall have occurred or shall occur concurrently with the Effective Date;
- (d) If the Debtors are seeking to implement the VCLF Transaction, the VCLF APA shall have been executed and delivered by all of the Entities that are parties thereto, and all conditions precedent to the consummation of the VCLF APA shall have been waived or satisfied in accordance with the terms thereof and the closing of the VCLF Transaction shall have occurred or shall occur concurrently with the Effective Date;
- (e) All governmental and material third party approvals and consents, including Bankruptcy Court approval, necessary in connection with the transactions contemplated by this Plan shall have been obtained, not be subject to unfulfilled conditions and be in full force and effect, and all applicable waiting periods shall have expired without any action being taken or threatened by any competent authority that would restrain, prevent or otherwise impose materially adverse conditions on such transactions; and
- (f) All documents and agreements necessary to implement this Plan and the VCLF Transaction shall have (a) been tendered for delivery and (b) been effected or executed by all Entities party thereto, and all conditions precedent to the effectiveness of such documents and agreements shall have been satisfied or waived pursuant to the terms of such documents or agreements.

### **3. Waiver of Conditions**

The conditions to Confirmation of the Plan and to the Effective Date of the Plan and the closing of the VCLF Transaction set forth in this ~~Article IX~~ [Error! Reference source not found.](#) may be waived only by consent of the Debtors, in consultation with the Consultation Parties, the DIP Lenders, Blackhawk (with respect to Article IX.A), and VCLF (with respect to Article IX.B).

### **4. Effective Date**

The Effective Date shall be the first Business Day upon which all of the conditions specified in Article IX.A of the Plan have been satisfied or waived. "Substantial Consummation" of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

### **5. Effect of Non-Occurrence of Conditions to the Effective Date**

If the Effective Date does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any claims by or Claims against or Equity Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, the DIP Lenders, any Holders or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, any Holders, or any other Entity in any respect.

## **I. Modification, Revocation or Withdrawal of the Plan**

### **1. Modification and Amendments**

Subject to the limitations contained herein, section 1127 of the Bankruptcy Code, and Bankruptcy Rule 3019, the Debtors reserve the right to modify, with the consent of the DIP Lenders and the Consultation Parties, the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not solicit votes on such modified Plan; *provided* that any material amendment or modifications to the form or substance

of the Combined Company New ABL from the version filed as part of the Plan Supplement, and any amendment or modifications to this proviso, shall require the approval of the Prepetition ABL Agent to the extent the Prepetition New ABL Secured Parties are provided the treatment contemplated in Article III.B.4(c)(i)(B) or Article III.B.4(c)(ii)(B). Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Debtors expressly reserve their rights to alter, amend, or modify materially the Plan with respect to the Debtors, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with Article X of the Plan.

~~For the avoidance of doubt, if Blackhawk and/or VCLF is not selected as the applicable Winning Bidder (as defined in the Bidding Procedures Order), then the Debtors shall amend this Plan in accordance with Article X.A. of the Plan, as applicable, and serve parties in interest with a supplemental Disclosure Statement.~~

## 2. Payout Event

The Plan contemplates the possibility of obtaining higher or better distributions to all Classes receiving distributions under the Plan pursuant to the Payout Event. If the Payout Event occurs, the Debtors may file a modified Plan evidencing the Payout Event and shall not be required to make additional disclosures or re-solicit votes for such modified Plan pursuant to section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019.

## ~~2.3.~~ Revocation or Withdrawal of the Plan

The Debtors reserve the right to revoke or withdraw the Plan prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan, or if Confirmation or Consummation does not occur, then: (1) the Plan shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void; and (3) nothing contained in the Plan shall: (i) constitute a waiver or release of any Claims or Interests; (ii) prejudice in any manner the rights of the Debtors, the DIP Lenders, or any other Entity; or (iii) constitute an admission, acknowledgement, offer, or undertaking of any sort by the Debtors or any other Entity.

## **J. Retention of Jurisdiction by the Bankruptcy Court**

On and after the Effective Date, the Bankruptcy Court will retain jurisdiction of the Chapter 11 Cases and all matters arising out of and related to the Chapter 11 Cases including jurisdiction to:

- (a) allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;
- (b) decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
- (c) resolve any matters related to: (a) the assumption and assignment or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims related to the rejection of an Executory Contract or Unexpired Lease, Cure Costs pursuant to section 365 of the Bankruptcy Code, or any other matter related to such Executory Contract or Unexpired Lease; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed; (c) the Debtors amending, modifying, or



supplementing, after the Effective Date, pursuant to Article V of the Plan, any Executory Contracts or Unexpired Leases to the list of Executory Contracts and Unexpired Leases to be assumed and assigned or rejected or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;

- (d) ensure that distributions to Holders of Allowed Claims and Interests are accomplished pursuant to the provisions of the Plan;
- (e) adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
- (f) adjudicate, decide, or resolve any and all matters related to Causes of Action;
- (g) enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;
- (h) enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code, including the Confirmation Order and approval of, and the findings regarding, the Blackhawk Transaction and the VCLF Transaction;
- (i) resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents;
- (j) issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents;
- (k) resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, compromises, releases, injunctions, exculpations, and other provisions contained in Article VIII of the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
- (l) enter and implement such orders as are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;
- (m) determine any other matters that may arise in connection with or relate to the Plan, the Disclosure Statement, the Confirmation Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;
- (n) adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated herein;
- (o) adjudicate any and all disputes arising from or relating to the Liquidating Trust;
- (p) consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation Order;
- (q) determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;

- (r) hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, or the Confirmation Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;
- (s) hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
- (t) hear and determine all disputes involving the existence, nature, or scope of the Debtors' release, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred prior to or after the Effective Date;
- (u) enforce all orders previously entered by the Bankruptcy Court;
- (v) to resolve any disputes arising under, or enforce the terms and conditions of, the Blackhawk Transaction Documents, the VCLF Transaction Documents, ~~Backstop Commitment Agreement~~, or Liquidating Trust Agreement;
- (w) hear any other matter not inconsistent with the Bankruptcy Code, including, without limitation, any matters that may arise in connection with, or related to, the Blackhawk Transaction Documents or the VCLF Transaction Documents;
- (x) enter an order concluding or closing the Chapter 11 Cases; and
- (y) enforce the injunction, release, and exculpation provisions set forth in Article VIII of the Plan.

Notwithstanding anything in Article XI of the Plan to the contrary, any disputes arising under or in connection with the Combined Company Debt Documents, the Combined Company Warrant Agreement, or the Blackhawk LLC Agreement will be governed by the ~~jurisdictional~~ provisions contained in the applicable Combined Company Debt Documents, the Combined Company Warrant Agreement, or the Blackhawk LLC Agreement, as applicable.

## **K. Miscellaneous**

### **1. Immediate Binding Effect**

Subject to Article IX.A of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the terms of the Plan, the Plan Supplement, and the Confirmation Order shall be immediately effective and enforceable and deemed binding upon the Debtors, the Liquidating Trust, Blackhawk, and any and all Holders of Claims or Interests (regardless of whether such Claims or Interests are deemed to have accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunctions described in the Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents, each Entity acquiring property under the Plan or the Confirmation Order, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

### **2. Additional Documents**

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents. The Debtors or the Liquidating Trust, as applicable, and all Holders of Claims or Interests receiving distributions pursuant to the Plan and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents

and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan, the Blackhawk Transaction Documents, and the VCLF Transaction Documents.

**3. Payment of Statutory Fees**

All fees payable pursuant to section 1930(a) of the Judicial Code shall be paid by the Debtors (prior to or on the Effective Date) or the Liquidating Trust (after the Effective Date) for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

**4. Dissolution of the Committee**

On the Effective Date, the Committee shall dissolve automatically; provided, however, that, following the Effective Date, the Committee shall continue in existence and have standing and a right to be heard with respect to any of the following: (i) Claims and/or applications for allowance of Professional Fee Claims and requests for allowance of Administrative Claims including, but not limited to, filing Professional Fee Claims in accordance with Article II.B of the Plan; (ii) any appeals of the Confirmation Order that remain pending as of the Effective Date and/or to which the Committee is a party; and (iii) any adversary proceedings or contested matters pending as of the Effective Date to which the Committee is a party.

**5. Reservation of Rights**

Except as expressly set forth in the Plan, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. Neither the Plan, any statement or provision contained in the Plan, nor any action taken or not taken by any Debtor with respect to the Plan, the Disclosure Statement, the Confirmation Order, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

**6. Successors and Assigns**

The rights, benefits, and obligations of any Entity named or referred to in the Plan or the Confirmation Order shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor or assign, Affiliate, officer, director, manager, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

**7. Service of Documents**

Any pleading, notice, or other document required by the Plan to be served on or delivered to the Debtors or the Liquidating Trust shall be served on:

Patriot Coal Corporation  
63 Corporate Centre Drive  
Scott Depot, West Virginia 25560  
Attn: Joseph W. Bean

with copies to:

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, New York 10022  
Attn: Stephen E. Hessler, Esq. and Patrick Evans, Esq.

Kirkland & Ellis LLP  
300 North LaSalle  
Chicago, Illinois 60654  
Attn: Ross M. Kwasteniety, Esq. and Justin R. Bernbrock, Esq.

Kutak Rock LLP  
Bank of America Center  
1111 East Main Street, Suite 800  
Richmond, Virginia 23219-3500  
Attn: Michael A. Condyles, Esq

**8. Term of Injunction or Stays**

Unless otherwise provided in the Plan or in the Confirmation Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation Order shall remain in full force and effect in accordance with their terms.

**9. Entire Agreement**

Except as otherwise provided herein or therein, this Plan (including the Plan Supplement), the Blackhawk Transaction Documents, and the VCLF Transaction Documents supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into this Plan (including the Plan Supplement), the Blackhawk Transaction Documents, and the VCLF Transaction Documents.

**10. Nonseverability of Plan Provisions**

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the

foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the Debtors' consent; and (3) nonseverable and mutually dependent.

**11. Request for Court Hearing and Right to ~~be~~Be Heard**

Notwithstanding whether or not a matter requires the consultation of Blackhawk, the DIP Lenders, the Consultation Parties, or the Combined Company under this Plan, the Debtors, the DIP Lenders, the Consultation Parties, and the Combined Company shall have the right to request a hearing, and be heard as a party in interest under section 1109(b) of the Bankruptcy Code, before the Bankruptcy Court on any and all matters arising under or in connection with or related to this Plan, the Blackhawk Transaction Documents, or the VCLF Transaction Documents.

**12. Powers of Combined Company**

From and after the Effective Date and continuing through the date of entry of a final decree closing these Chapter 11 Cases, the Combined Company shall possess the rights of a party in interest pursuant to section 1109(b) of the Bankruptcy Code for all matters arising in, arising under or related to these Chapter 11 Cases and, in connection therewith, shall (i) have the right to appear and be heard on matters brought before the Bankruptcy Court or other courts, (ii) be entitled to notice and an opportunity for hearing on all such issues, (iii) participate in all matters brought before the Bankruptcy Court, and (iv) receive notice of all applications, motions, and other papers and pleadings filed in the Bankruptcy Court.

**ARTICLE VI.  
ADDITIONAL DISCLOSURES REGARDING THE LIQUIDATING TRUST**

**A. Liquidating Trust Creation**

On the Effective Date, if the VCLF Transaction (or a higher or better transaction ) cannot be consummated, the Liquidating Trust, will be formed to implement the wind down, dissolution, and liquidation of all Estate assets that have not been sold, abandoned, or otherwise transferred pursuant to a final Court order (such assets, the "Liquidating Trust Assets") following the Effective Date (the "Wind Down"). The powers, authority, responsibilities, and duties of the Liquidating Trust and the person appointed by the Debtors to administer and act as trustee of the Liquidating Trust (the "Liquidating Trustee") are set forth in and will be governed by the Plan, the Confirmation Order, and the agreement to be executed as of the Effective Date establishing the Liquidating Trust pursuant to the Plan (the "Liquidating Trust Agreement").

For the avoidance of doubt, the Liquidating Trust shall only be created if the VCLF Transaction (or a higher or better transaction) cannot be consummated on the Effective Date.

**B. Purpose of the Liquidating Trust**

The Liquidating Trust will be established for the primary purpose of liquidating the Liquidating Trust Assets and winding down the Debtors' Estates, including satisfying certain of the Debtors' environmental liabilities and other future liabilities arising after the Effective Date under the Clean Water Act, the Surface Mining Control and Reclamation Act, and other applicable state law. The Liquidating Trust shall have no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to, and consistent with, the liquidating purpose of the Liquidating Trust. The Liquidating Trust will, however, continue to conduct certain of the Debtors' operations after the Effective Date to the extent such operations have not been sold pursuant to the Sales. The Liquidating Trust will assume all of the Debtors' liabilities and obligations excluded from the Blackhawk Transaction, continue to hold all permits not assigned to Blackhawk in connection with the Blackhawk Transaction for active and inactive mining operations that require reclamation activities, and manage all future reclamation activities.

**C. Transfer of Assets to the Liquidating Trust**

The Debtors and the Liquidating Trustee will establish the Liquidating Trust on behalf of Holders of Allowed General Unsecured Claims pursuant to the Liquidating Trust Agreement, with such Holders of Allowed General Unsecured Claims to be treated as the grantors and deemed owners of the Liquidating Trust Assets. The Debtors will irrevocably transfer, assign, and deliver to the Liquidating Trust, on behalf of Holders of Allowed General Unsecured Claims, all of their rights, title, and interests in the Liquidating Trust Assets, including any claims, rights, and Causes of Action that the Debtors may hold against any Entity in accordance with the provisions of the Plan, notwithstanding any prohibition on assignment under non-bankruptcy law. The Liquidating Trust will accept and hold the Liquidating Trust Assets in the Liquidating Trust for the benefit of Holders of Allowed General Unsecured Claims, subject to the Plan and the Liquidating Trust Agreement.

As described in Article IV.B.5 above, the Debtors are in the process of marketing substantially all of their assets pursuant to the Bidding Procedures. Following the Bid Deadline (September 4, 2015, at 5:00 p.m., prevailing Eastern Time), the Debtors will evaluate all bids received and determine whether the Blackhawk Transaction represents the value-maximizing transaction for their estates and creditors and whether third parties have submitted bids for the assets that are excluded assets under the Blackhawk Transaction. The Debtors' primary operating assets excluded from the proposed Blackhawk Transaction are the Federal Assets, including the Federal #2 Underground Mine, the Federal #2 Preparation Plant; the Hobet Job #21 Surface Mine; and the related Beth Station Preparation Plant (collectively, together with the other assets excluded from the Blackhawk Transaction, the "Excluded Assets"). It is currently uncertain whether third parties will submit bids to acquire any of the Excluded Assets, or whether any such bids will be acceptable to the Debtors. After the Bid Deadline, the Debtors will evaluate any bids received for any of their assets and determine whether a sale of any of the Excluded Assets is in the best interests of their estates and creditors. If the Debtors determine a sale of the Excluded Assets does not maximize value, the Excluded Assets would become Liquidating Trust Assets and the free Cash flow generated from operations of the Excluded Assets would be used to fund the Liquidating Trust for the benefit of the Debtors' unsecured creditors and to satisfy other obligations.

On the Effective Date, all Liquidating Trust Assets will vest and be deemed to vest in the Liquidating Trust in accordance with section 1141 of the Bankruptcy Code. As of the Effective Date, all Liquidating Trust Assets vested in the Liquidating Trust shall be free and clear of all Liens, Claims and Interests except as otherwise specifically provided in the Plan or in the Confirmation Order. Upon the transfer by the Debtors of the Liquidating Trust Assets to the Liquidating Trust or abandonment of Liquidating Trust Assets by the Liquidating Trust, the Debtors will have no reversionary or further interest in or with respect to any Liquidating Trust Assets or the Liquidating Trust. Notwithstanding anything in the Plan to the contrary, the Liquidating Trust and the Liquidating Trustee shall be deemed to be fully bound by the terms of the Plan and the Confirmation Order.

The Prepetition LC Secured Parties object to the vesting of the Excluded Assets in the Liquidating Trust free and clear of the Prepetition LC Secured Parties' liens. The Debtors remain optimistic that a consensual agreement can be achieved such that the Prepetition LC Secured Parties will vote to accept the Plan. The Debtors reserve their right to seek to obtain confirmation over the rejection of the Holders of Class 5 Prepetition LC Facility Claims

For the avoidance of doubt, and notwithstanding anything in the Plan to the contrary, the Debtors shall not transfer or be deemed to have transferred to the Liquidating Trust any of the Blackhawk Purchased Assets.

**D. Identification of the Liquidating Trustee**

The Liquidating Trustee shall be identified by the Debtors to the extent known prior to the Confirmation Hearing, after consultation with the Consultation Parties.

**E. Funding of the Liquidating Trust**

The Debtors' cash on hand will vest with the Liquidating Trust on the Effective Date. The funding of and mechanism to fund the Liquidating Trust is described in more detail in the Liquidating Trust Financial Projections, attached hereto as Exhibit E.

**F. Tax Treatment of the Liquidating Trust**

It is intended that the Liquidating Trust be treated as a grantor trust for the benefit of the Debtors' unsecured creditors. Accordingly, Holders of Allowed General Unsecured Claims will be treated as the grantors and deemed owners of the Liquidating Trust. For federal income tax purposes, it is intended that Holders of Allowed General Unsecured Claims be treated as if they had received an undivided interest in the Liquidating Trust Assets and then contributed such interests to the Liquidating Trust. The Liquidating Trust will, in an expeditious but orderly manner, liquidate and convert to Cash the Liquidating Trust Assets, make timely distributions to Holders of Allowed General Unsecured Claims pursuant to the Plan, satisfy certain environmental liabilities, and not unduly prolong the Liquidating Trust's duration. The Liquidating Trust will not be deemed a successor in interest of the Debtors for any purpose other than as specifically set forth in the Plan or in the Liquidating Trust Agreement.

The Liquidating Trustee will file returns for the Liquidating Trust, except with respect to the Disputed Claims Reserve, as a grantor trust in accordance with Treasury Regulation Section 1.671-4(a) and the Plan. The Liquidating Trust's taxable income, gain, loss, deduction, or credit will be allocated to each Holder in accordance with their relative beneficial interests in the Liquidating Trust.

As soon as possible after the Effective Date, the Liquidating Trustee will make a good faith valuation of assets of the Liquidating Trust, and such valuation will be used consistently by all parties for all federal income tax purposes. The Liquidating Trust also will file (or cause to be filed) any other statements, returns, or disclosures relating to the Liquidating Trust that are required by any Governmental Unit for taxing purposes.

The Liquidating Trustee will file all income tax returns with respect to any income attributable to the Disputed Claims Reserve and will pay the federal, state and local income taxes attributable to the Disputed Claims Reserve.

The Liquidating Trustee may request an expedited determination of taxes of the Debtors or of the Liquidating Trust, including the Disputed Claims Reserve (as defined below), under Bankruptcy Code Section 505(b) for all returns filed for, or on behalf of, the Debtors and the Liquidating Trust for all taxable periods through the dissolution of the Liquidating Trust.

The Liquidating Trustee will be responsible for filing all federal, state, local, and foreign tax returns for the Debtors and the Liquidating Trust. The Liquidating Trust will comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions made by the Liquidating Trust will be subject to any such withholding and reporting requirements.

**G. Distribution; Withholding**

Notwithstanding anything in the Plan to the contrary, the Liquidating Trustee will make, or cause to be made, all distributions under the Plan and the Liquidating Trust Agreement other than (a) those distributions made by the Debtors on the Effective Date and (b) distributions from the Professional Fee Escrow Account in accordance with Article II.B of the Plan.

The Liquidating Trust may withhold from amounts distributable to any Entity any and all amounts, determined in the Liquidating Trustee's sole discretion, required by the Plan, or applicable law, regulation, rule, ruling, directive, or other governmental requirement.

**H. Insurance**

The Liquidating Trust may maintain customary insurance coverage for the protection of entities serving as administrators and overseers of the Liquidating Trust on and after the Effective Date.

**I. Other Rights and Duties**

In addition to the Liquidating Trustee's rights and duties with respect to the Liquidating Trust, on and after the Effective Date, the Liquidating Trustee will be authorized to implement the Plan and any applicable orders of the Bankruptcy Court.

On the Effective Date, the Liquidating Trust shall: (i) take possession of all books, records, and files of the Debtors and their Estates, in all forms including electronic and hard copy, other than documents prepared or held by the Debtors' Professionals and the Blackhawk Purchased Assets (as defined in the Blackhawk APA); and (ii) provide for the retention and storage of such books, records, and files until such time as the Liquidating Trust determines, in accordance with the Liquidating Trust Agreement, that retention of same is no longer necessary or required.

Any and all rights to conduct investigations with respect to Causes of Action or claims not released by the Debtors or transferred to the Combined Company pursuant to the Blackhawk APA shall vest with the Liquidating Trust and shall continue until dissolution of the Liquidating Trust, as if neither the Confirmation Date nor the Effective Date had occurred.

The filing of the final monthly report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Liquidating Trustee.

**J. Disputed Claims Reserve**

The Liquidating Trustee may maintain, in accordance with the Liquidating Trustee's powers and responsibilities under the Plan and the Liquidating Trust Agreement, a reserve for disputed claims (the "Disputed Claims Reserve"). The Liquidating Trustee may, in its reasonable discretion, distribute such amounts (net of any expenses, including any taxes relating thereto), as provided in the Plan and in the Liquidating Trust Agreement, as Disputed Claims are resolved pursuant to Article VIII of the Plan, and such amounts may be distributed on account of such Disputed Claims as if such Disputed Claims were Allowed Claims as of the Effective Date.

The Liquidating Trust will pay taxes on the taxable net income or gain allocable to Holders of Disputed Claims on behalf of such Holders. In the event, and to the extent, any Cash retained on account of Disputed Claims in the Disputed Claims Reserve is insufficient to pay the portion of any such taxes attributable to the taxable income arising from the assets allocable to, or retained on account of, Disputed Claims, such taxes shall be (i) reimbursed from any subsequent Cash amounts retained on account of Disputed Claims, or (ii) to the extent such Disputed Claims have subsequently been resolved, deducted from any amounts distributable by the Liquidating Trust as a result of the resolutions of such Disputed Claims

**K. Wind-Down**

In addition to the Liquidating Trustee's rights and duties with respect to the Liquidating Trust, on and after the Effective Date, the Liquidating Trustee will be authorized to implement the Plan and any applicable orders of the Bankruptcy Court, and the Liquidating Trustee shall have the power and authority to take any action necessary to wind down and dissolve the Debtors' Estates.

As soon as practicable after the Effective Date, the Liquidating Trustee will: (a) change the business and corporate names of each of the Debtors to new names bearing no resemblance to any of the present names of such Debtor so as to permit the use of such names by the Combined Company; (b) to the extent applicable, cause the Debtors to comply with, and abide by, the terms of the Blackhawk APA; (c) file for each of the Debtors, a certificate of dissolution, together with all other necessary corporate and company documents, to effect the dissolution of the Debtors under the applicable laws of their state of incorporation or formation (as applicable); (d) complete and file



all final or otherwise required federal, state and local tax returns for each of the Debtors, and pursuant to section 505(b) of the Bankruptcy Code, request an expedited determination of any unpaid tax liability of such Debtor or its Estate for any tax incurred during the administration of such Debtor's Chapter 11 Case, as determined under applicable tax laws; (e) settle or otherwise resolve all Environmental Claims; and (f) take such other actions as the Liquidating Trustee may determine to be necessary or desirable to carry out the purposes of this Plan

**L. Termination of the Liquidating Trust**

The Liquidating Trustee shall be discharged and the Liquidating Trust shall be terminated, at such time as (i) all Disputed Claims have been resolved, (ii) all of the Liquidating Trust Assets have been liquidated, (iii) all duties and obligations of the Liquidating Trustee hereunder have been fulfilled, (iv) all distributions required to be made by the Liquidating Trust under the Plan and the Liquidating Trust Agreement have been made, and (v) the Chapter 11 Cases of the Debtors have been closed, but in no event shall the Liquidating Trust be dissolved later than five (5) years from the Effective Date unless the Bankruptcy Court, upon motion by the Liquidating Trustee within the six-month period prior to the fifth anniversary (or the end of any extension period approved by the Bankruptcy Court), determines that a fixed period extension (not to exceed three (3) years, together with any prior extensions, without a favorable letter ruling from the Internal Revenue Service that any further extension would not adversely affect the status of the Liquidating Trust as a liquidating trust for federal income tax purposes) is necessary to facilitate or complete the liquidation, recovery and distribution of the Liquidating Trust Assets.

**M. Transfer of Beneficial Interests**

Notwithstanding anything to the contrary in the Plan, beneficial interests in the Liquidating Trust shall not be transferrable except upon death of the interest Holder or by operation of law.

**N. Termination of the Liquidating Trustee**

The duties, responsibilities, and powers of the Liquidating Trustee will terminate in accordance with the terms of the Liquidating Trust Agreement.

**O. Exculpation; Indemnification**

The Liquidating Trustee, the Liquidating Trust, professionals retained by the Liquidating Trust, and representatives of each of the foregoing will be exculpated and indemnified pursuant to the terms of the Liquidating Trust Agreement.

**ARTICLE VII.  
STATUTORY REQUIREMENTS FOR CONFIRMATION OF THE PLAN**

The following is a brief summary of the Plan Confirmation process. Holders of Claims and Interests are encouraged to review the relevant provisions of the Bankruptcy Code and/or consult their own attorneys.

**A. The Confirmation Hearing**

Section 1128(a) of the Bankruptcy Code requires the Bankruptcy Court, after notice, to hold a Confirmation hearing. Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to Confirmation of the Plan.

**THE BANKRUPTCY COURT HAS SCHEDULED THE CONFIRMATION HEARING FOR ~~SEPTEMBER 16~~ OCTOBER 2, 2015, AT 10:00 A.M. (PREVAILING EASTERN TIME) BEFORE THE HONORABLE ~~CHIEF JUDGE KEITH L. PHILLIPS~~, UNITED STATES BANKRUPTCY JUDGE, IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA, LOCATED AT 701 EAST BROAD STREET, COURTROOM 5100, RICHMOND, VIRGINIA 23219. THE CONFIRMATION HEARING MAY BE ADJOURNED FROM TIME TO TIME BY THE BANKRUPTCY COURT (i) PRIOR TO THE CONFIRMATION HEARING BY POSTING NOTICE OF SAME ON THE**

**DOCKET FOR THE CHAPTER 11 CASES AND (ii) AT THE CONFIRMATION HEARING WITHOUT FURTHER NOTICE EXCEPT FOR AN ANNOUNCEMENT OF THE ADJOURNED DATE MADE AT THE CONFIRMATION HEARING OR ANY ADJOURNMENT THEREOF.**

**OBJECTIONS TO CONFIRMATION OF THE PLAN MUST BE FILED AND SERVED ON OR BEFORE SEPTEMBER 9<sup>28</sup>, 2015, AT 4:00 P.M. (PREVAILING EASTERN TIME) IN ACCORDANCE WITH THE CONFIRMATION HEARING NOTICE. UNLESS OBJECTIONS TO CONFIRMATION ARE TIMELY SERVED AND FILED IN COMPLIANCE WITH THE APPROVAL ORDER, THE CONFIRMATION HEARING NOTICE AND THE VOTING PROCEDURES, THEY WILL NOT BE CONSIDERED BY THE BANKRUPTCY COURT.**

**B. Confirmation Standards**

To confirm the Plan, the Bankruptcy Court must find that the requirements of section 1129 of the Bankruptcy Code have been satisfied. The Debtors believe that section 1129 has been satisfied because, among other things:

- (z) the Plan complies with the applicable provisions of the Bankruptcy Code;
- (aa) the Debtors, as Plan proponents, have complied with the applicable provisions of the Bankruptcy Code;
- (bb) the Plan has been proposed in good faith and not by any means forbidden by law;
- (cc) any payment made or promised under the Plan for services or for costs and expenses of or in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been approved by, or is subject to the approval of, the Bankruptcy Court as reasonable;
- (dd) the Debtors will disclose the identity and affiliations of any individual proposed to serve, after Confirmation of the Plan, as a director, officer or voting trustee of the Debtors, an affiliate of the Debtors participating in the Plan with the Debtor or a successor to the Debtors under the Plan. The appointment to, or continuance in, such office of such individuals will be consistent with the interests of Claim and Interest Holders and with public policy, and the Debtors will have disclosed the identity of any “insider” (as defined under section 101(31) of the Bankruptcy Code) that the Liquidating Trust will employ or retain and the nature of any compensation for such insider;
- (ee) with respect to each Class of Impaired Claims or Interests, either each Holder of a Claim or Interest in such Class has accepted the Plan or will receive or retain under the Plan on account of such Claim or Interest property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated on such date under chapter 7 of the Bankruptcy Code (*see* Article VII.C below);
- (ff) each Class of Claims or Interests has either accepted the Plan or is not Impaired under the Plan, or the Plan can be confirmed without the approval of such Class pursuant to section 1129(b) of the Bankruptcy Code;
- (gg) except to the extent that the Holder of a particular Claim has agreed or will agree to a different treatment of such Claim, the Plan provides that Allowed Administrative Claims will be paid in full in Cash on the Effective Date;
- (hh) except to the extent that a Holder of an Allowed Other Priority Claim has agreed to a different treatment of such Claim, each such Holder shall receive Cash in an amount equal to the Allowed amount of such Claim, or treatment in any other manner so that such Claim shall otherwise be rendered Unimpaired, on or as soon as reasonably practicable after the first Distribution Date

occurring after the latest of (i) the Effective Date, (ii) the date at least 20 calendar days after the date such Claim becomes Allowed and (iii) the date for payment provided by any agreement or understanding between the applicable Debtor and the Holder of such Claim;

- (ii) except to the extent that the applicable Creditor has been paid by the Debtors prior to the Effective Date or the applicable Debtor and such Creditor agree to less favorable treatment, each Holder of an Allowed Priority Tax Claim against any of the Debtors shall receive, at the sole option of the Combined Company, (i) payment in full in Cash made on or as soon as reasonably practicable after the later of the Effective Date or 20 calendar days after the date such Claim is Allowed, (ii) regular installment payments in accordance with section 1129(a)(9)(C) of the Bankruptcy Code or (iii) such other amounts and in such other manner as may be determined by the Bankruptcy Court to provide the Holder of such Allowed Priority Tax Claim deferred Cash payments having a value, as of the Effective Date, equal to such Allowed Priority Tax Claim;
- (jj) at least one Class of Impaired Claims has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a Claim of such Class;
- (kk) confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Debtors or any successor to the Debtors under the Plan, unless such liquidation or reorganization is proposed in the Plan; and
- (ll) all fees payable under section 1930 of title 28 of the United States Code will be paid as of the Effective Date.

## C. Best Interests Test

### 1. Explanation of the Best Interests Test

Pursuant to section 1129(a)(7) of the Bankruptcy Code, Confirmation requires that, with respect to each Class of Impaired Claims or Interests, each Holder of a Claim or Interest in such Class either (a) accept the Plan or (b) receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated on such date under chapter 7 of the Bankruptcy Code (this latter clause is often called the “Best Interests Test”).

To determine the probable distribution to Holders of Claims and Interests in each Impaired Class if the Debtors were liquidated under chapter 7 of the Bankruptcy Code, the Bankruptcy Court must determine the dollar amount that would be generated from the liquidation of the Debtors’ assets and properties in the context of a chapter 7 liquidation.

The Debtors’ liquidation value would consist primarily of the unencumbered and unrestricted Cash held by the Debtors at the time of the conversion to a chapter 7 liquidation and the proceeds resulting from the sale of the Debtors’ remaining unencumbered assets and properties by a chapter 7 trustee. The gross Cash available for distribution would be reduced by satisfaction of the DIP Claims, the costs and expenses of the chapter 7 liquidation and any additional Administrative Claims that might arise as a result of the chapter 7 cases. Costs and expenses incurred as a result of the chapter 7 liquidation would further include, among other things, the fees payable to a trustee in bankruptcy and the fees payable to attorneys and other professionals engaged by such trustee. Additional Administrative Claims could arise by reason of the breach or rejection of obligations incurred and leases and executory contracts assumed or entered into by the Debtors during the pendency of the Chapter 11 Cases. Such Administrative Claims and Other Administrative Claims that might arise in a liquidation case or result from the pending Chapter 11 Cases, such as compensation for attorneys, financial advisors and accountants, would be paid in full from the liquidation proceeds before the balance of those proceeds would be made available to pay prepetition claims.

To determine if the Plan is in the best interests of each Impaired Class, the present value of the distributions from the proceeds of a liquidation of the Debtors’ unencumbered assets and properties, after subtracting the amounts

attributable to the costs, expenses and Administrative Claims associated with a chapter 7 liquidation, must be compared with the value offered to such Impaired Classes under the Plan. If the hypothetical liquidation distribution to Holders of Claims or Interests in any Impaired Class is greater than the distributions to be received by such parties under the Plan, then the Plan is not in the best interests of the Holders of Claims or Interests in such Impaired Class.

## 2. Liquidation Analysis of the Debtors

Amounts that a Holder of Claims and Interests in Impaired Classes would receive in a hypothetical chapter 7 liquidation are discussed in the liquidation analysis of the Debtors prepared by the Debtors' management with the assistance of its advisors (the "Liquidation Analysis"), ~~which is attached hereto as Exhibit F.~~

As described in the Liquidation Analysis, the Debtors developed the Liquidation Analysis for the Debtors based on the unaudited book values as of May 31, 2015, unless otherwise noted in the Liquidation Analysis. The recoveries may change based on further refinements of Allowed Claims, as the Debtors' claim objection and reconciliation process continues.

As described in the Liquidation Analysis, underlying the analysis are a number of estimates and assumptions that, although developed and considered reasonable by the Debtors' management and advisors, are inherently subject to significant economic and competitive uncertainties and contingencies beyond the control of the Debtors and their management. The Liquidation Analysis is based on assumptions with regard to liquidation decisions that are subject to change. Accordingly, the values reflected in the Liquidation Analysis might not be realized if the Debtors were, in fact, to undergo a liquidation.

This Liquidation Analysis is solely for the purposes of (i) providing "adequate information" under section 1125 of the Bankruptcy Code to enable the Holders of Claims and Interests entitled to vote under the Plan to make an informed judgment about the Plan and (ii) providing the Bankruptcy Court with appropriate support for the satisfaction of the "Best Interests Test" pursuant to section 1129(a)(7) of the Bankruptcy Code, and should not be used or relied upon for any other purpose, ~~including the purchase or sale of securities of, or Claims or Interests in, the Debtors or any of their Affiliates.~~

Events and circumstances occurring subsequent to the date on which the Liquidation Analysis was prepared may be different from those assumed, or, alternatively, may have been unanticipated, and thus the occurrence of these events may affect financial results in a materially adverse or materially beneficial manner. The Debtors do not intend to and do not undertake any obligation to update or otherwise revise the Liquidation Analysis to reflect events or circumstances existing or arising after the date the Liquidation Analysis is initially filed or to reflect the occurrence of unanticipated events. Therefore, the Liquidation Analysis may not be relied upon as a guarantee or other assurance of the actual results that will occur.

In deciding whether to vote to accept or reject the Plan, Holders of Claims must make their own determinations as to the reasonableness of any assumptions underlying the Liquidation Analysis and the reliability of the Liquidation Analysis.

## 3. Application of the Best Interests Test

The Debtors believe that the continued operation of the Debtors as a going concern satisfies the Best Interests Test for the Impaired Classes. Notwithstanding the difficulties in quantifying recoveries to Holders of Claims and Interests with precision, the Debtors believe that, based on the Liquidation Analysis, the Plan meets the Best Interests Test. As the Plan and the Liquidation Analysis indicate, confirmation of the Plan will provide each Holder of an Allowed Claim in an Impaired Class with a greater recovery than the value of any distributions if the Chapter 11 Cases were converted to cases under chapter 7 of the Bankruptcy Code.

The Committee believes the Plan does not satisfy the Best Interests Test because the Debtors' unencumbered Real Property Leases and Avoidance Actions are valuable and would inure to the benefit of unsecured creditors in a chapter 7 liquidation scenario. For the reasons set forth in Article II.2.C.3.f hereof, the

Debtors assert that the unencumbered Real Property Leases and Avoidance Actions would not provide any recovery to the Debtors' unsecured creditors in a chapter 7 liquidation.

#### **D. Financial Feasibility**

Section 1129(a)(11) of the Bankruptcy Code requires, as a condition to confirmation of a chapter 11 plan, that a bankruptcy court find that such confirmation is not likely to be followed by the liquidation of the debtors or the need for further financial reorganization, unless such liquidation is contemplated by the plan. For purposes of demonstrating that the Plan meets this "feasibility" standard, the Debtors, with the assistance of Centerview, have analyzed the ability of the Combined Company to meet its obligations under the Plan and to retain sufficient liquidity and capital resources to conduct their businesses. As part of this analysis, Blackhawk, with the assistance of the Debtors, has prepared the Combined Company financial projections (the "Combined Company Financial Projections") and the Debtors, with the assistance of their advisors, have prepared financial projections for the Liquidating Trust (the "Liquidating Trust Financial Projections" and, together with the Combined Company Financial Projections, the "Financial Projections," attached to this Disclosure Statement as **Exhibit E**). The Debtors ~~will disclose~~ filed a form of VCLF's financial projections acceptable to VCLF ~~in connection with the filing of as Exhibit F to the Plan Supplement. As noted above, due to the further deterioration of the coal markets served by Blackhawk and the Debtors and in order to more accurately reflect the current market environment, certain changes were made to the financial projections of the Combined Company, as attached to the Initial Disclosure Statement, including the downward adjustment of projected sales volumes and realized prices.~~

Financial Projections have been prepared solely for the purpose of providing "adequate information" under section 1125 of the Bankruptcy Code to enable the Holders of Claims and Interests entitled to vote under the Plan to make an informed judgment about the Plan and should not be used or relied upon for any other purpose, ~~including the purchase or sale of securities of, or Claims or Interests in, the Debtors.~~

In addition to the cautionary notes contained elsewhere in this Disclosure Statement and in the Financial Projections, it is underscored that the Debtors make no representation as to the accuracy of the Financial Projections or their ability to achieve the projected results. Many of the assumptions on which the Financial Projections are based are subject to significant uncertainties. Inevitably, some assumptions will not materialize and unanticipated events and circumstances may affect the financial results. Therefore, the actual results achieved throughout the Projection Period (as defined in the Financial Projections) may vary from the Financial Projections and the variations may be material. Also as noted above, the Financial Projections currently do not reflect the full impact of any "fresh start reporting," and its impact on the Combined Company's "Consolidated Balance Sheets" and prospective "Results of Operations" may be material. All Holders of Claims in the Impaired Classes are urged to examine carefully all of the assumptions on which the Financial Projections are based in connection with their evaluation of, and voting on, the Plan.

Based upon the Financial Projections, the Debtors believe that they will be able to make all distributions and payments under the Plan and that Confirmation of the Plan is not likely to be followed by liquidation of the Debtors or the need for further restructuring.

#### **E. Acceptance by Impaired Classes**

Except as described in Article VII.F below, the Bankruptcy Code also requires, as a condition to confirmation of a chapter 11 plan, that each impaired class of claims or interests accept the plan. A class of claims or interests that is unimpaired under the plan is deemed to have accepted the plan and, therefore, solicitation of acceptances with respect to such class is not required. A class is impaired unless the plan (i) leaves unaltered the legal, equitable and contractual rights to which the claim or interest entitles the holder of such claim or interest or (ii) cures any default, reinstates the original terms of the obligation, and does not otherwise alter the legal, equitable, or contractual rights to which the claim or interest entitles the holder of such claim or interest.

Section 1126(c) of the Bankruptcy Code defines acceptance of the Plan by an Impaired Class as acceptance by Holders of at least two-thirds in dollar amount and more than one-half in number of Claims in that Class; only those Holders that are eligible to vote and that actually vote to accept or reject the Plan are counted for purposes of determining whether these dollar and number thresholds are met. Thus, a Class of Claims will have voted to accept

the Plan only if two-thirds in amount and a majority in number that actually vote cast their ballots in favor of acceptance. Under section 1126(d) of the Bankruptcy Code, a Class of Interests has accepted the Plan if Holders of such Interests holding at least two-thirds in amount that actually vote have voted to accept the Plan. Holders of Claims or Interests who fail to vote are not counted as either accepting or rejecting the Plan.

#### **F. Confirmation without Acceptance by All Impaired Classes**

To obtain nonconsensual confirmation of the Plan, it must be demonstrated to the Bankruptcy Court that the Plan “does not discriminate unfairly” and is “fair and equitable” with respect to each impaired, nonaccepting class. The Bankruptcy Code provides a non-exclusive definition of the phrase “fair and equitable.” In order to determine whether the Plan is “fair and equitable,” the Bankruptcy Code establishes “cram down” tests for secured creditors, unsecured creditors and equity Holders, as follows:

- Secured Creditors. Either (i) each impaired secured creditor retains its liens securing its secured claim and receives on account of its secured claim deferred Cash payments having a present value equal to the amount of its allowed secured claim, (ii) each impaired secured creditor realizes the “indubitable equivalent” of its allowed secured claim or (iii) the property securing the claim is sold free and clear of liens with such liens to attach to the proceeds of the sale and the treatment of such liens on proceeds to be as provided in clause (i) or (ii) above.
- Unsecured Creditors. Either (i) each impaired unsecured creditor receives or retains under the plan property of a value equal to the amount of its allowed claim or (ii) the Holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.
- Equity Interests. Either (i) each Holder of an equity interest will receive or retain under the plan property of a value equal to the greatest of the fixed liquidation preference to which such Holder is entitled, the fixed redemption price to which such Holder is entitled or the value of the interest or (ii) the Holder of an interest that is junior to the nonaccepting class will not receive or retain any property under the plan.

A plan of reorganization does not “discriminate unfairly” with respect to a nonaccepting class if the value of the Cash and/or securities to be distributed to the nonaccepting class is equal to, or otherwise fair when compared to, the value of the distributions to other classes whose legal rights are the same as those of the nonaccepting class.

The Debtors believe and will demonstrate in connection with Confirmation that the Plan “does not discriminate unfairly” and is “fair and equitable” with respect to each impaired, nonaccepting Class.

#### **G. Classification**

The Bankruptcy Code requires that, for purposes of treatment and voting, a chapter 11 plan divide the different claims (excluding administrative Claims) against, and equity interests in, a debtor into separate classes based upon their legal nature. Pursuant to section 1122 of the Bankruptcy Code, a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests of such class. The Debtors believe that the Plan classifies all Claims and Interests in compliance with the provisions of the Bankruptcy Code because valid business, factual and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan. Accordingly, the classification of Claims and Interests in the Plan complies with section 1122 of the Bankruptcy Code.

## ARTICLE VIII. VOTING PROCEDURES

The Bankruptcy Court can confirm the Plan only if it determines that the Plan complies with the technical requirements of chapter 11 of the Bankruptcy Code. One of these technical requirements is that the Bankruptcy Court find, among other things, that the Plan has been accepted by the requisite votes of all Classes of Impaired Claims and Interests unless approval will be sought under section 1129(b) of the Bankruptcy Code in spite of the nonacceptance by one or more such Classes. On ~~August 21~~ September 16, 2015, the Bankruptcy Court ~~granted~~ granted the ~~Disclosure Statement Order~~ relief requested in the Scheduling Motion, including (a) ~~approving, among other things, this Disclosure Statement, establishing~~ procedures for re-soliciting votes on the Plan, ~~the form of the solicitation documents and various other notice,~~ (b) ~~setting the Voting Record Date, the Voting~~ Deadline, the date of the ~~Confirmation~~ Combined Hearing, and the relevant objection deadlines and procedures associated with Confirmation, with such relief contingent on the Debtors filing the Plan and this Disclosure Statement by September 18, 2015.

~~A copy of the Disclosure Statement Order is hereby incorporated by reference as though fully set forth herein. THE APPROVAL ORDER SHOULD BE READ IN CONJUNCTION WITH THIS ARTICLE VIII OF THE DISCLOSURE STATEMENT.~~

If you have any questions about (i) the procedures for voting your Claim or Interest or with respect to the packet of materials that you have received or (ii) the amount of your Claim or Interest, please contact Prime Clerk at (844) 864-0639 or, for international callers, (929) 342-0754. If you wish to obtain (at no charge) an additional copy of the Plan, this Disclosure Statement, or other solicitation documents, you can obtain them from the Debtors' Case Information Website at <http://www.cases.primeclerk.com/PatriotCoal> or by requesting a copy from Prime Clerk.

### **A. Who Is Entitled to Vote on the Plan?**

In general, a Holder of a Claim or Interest may vote to accept or reject a plan of reorganization if (i) no party in interest has objected to such Claim or Interest (or the Claim or Interest has been Allowed subsequent to any objection or estimated for voting purposes), (ii) the Claim or Interest is Impaired by the plan and (iii) the Holder of such Claim or Interest will receive or retain property under the plan on account of such Claim or Interest. The Holders of Claims in the following Classes are entitled to vote on the Plan:

- Class 4 - Prepetition ABL Facility Claims
- Class 5 - Prepetition LC Facility Claims
- Class 6 - Prepetition Term Loan Facility Claims
- Class 7 - Prepetition Notes Claims
- Class 8 - General Unsecured Claims

In general, if the Holder of an Impaired Claim or Impaired Interest will not receive any distribution under a plan in respect of such Claim or Interest, section 1126(g) of the Bankruptcy Code deems the Holder of such Claim or Interest to have rejected the plan, and thus the Holders of Claims in such Classes are not entitled to vote on the Plan. The holders of Claims and Interests in the following Class are conclusively presumed to have rejected the Plan and are therefore not entitled to vote:

- Class 9 - Intercompany Claims
- Class 10 - Intercompany Interests
- Class 11 - Equity Interests

For a more detailed discussion of the procedures with respect to the solicitation and tabulation of votes to accept or reject the Plan, please review the Disclosure Statement Order.

**B. Solicitation Packages for Voting Classes**

The following materials constitute the “Solicitation Packages”:

- (a) a cover letter describing the contents of the Solicitation Package, the contents of the enclosed CD-ROM and instructions for obtaining printed copies of any materials provided on the CD-ROM at no charge;
- (b) a CD-ROM containing the following:
  - i. the Disclosure Statement (with the Plan annexed thereto and other exhibits); and
  - ii. the Disclosure Statement Order (without exhibits);
- (c) the Confirmation Hearing Notice (as defined in the Disclosure Statement Order);
- (d) a Ballot or Beneficial Ballot, as appropriate, together with a pre-addressed postage-paid envelope; and
- (e) such other materials as the Bankruptcy Court may direct.

**C. Solicitation and Solicitation Packages for Non-Voting Classes**

**1. Unimpaired Classes of Claims and Interests Not Eligible to Vote**

Under section 1126(f) of the Bankruptcy Code, classes that are not impaired under a plan of reorganization are deemed to accept the plan. The following Classes are Unimpaired under the Plan and deemed under section 1126(f) of the Bankruptcy Code to accept the Plan:

- Class 1 - Other Priority Claims
- Class 2 - Secured Tax Claims
- Class 3 - Other Secured Claims

Their votes to accept or reject the Plan will not be solicited. Pursuant to the Disclosure Statement Order, the Solicitation Packages distributed to these parties shall not contain a Ballot but shall instead contain a “Notice of Non-Voting Status with Respect to Unimpaired Classes Deemed to Accept the Plan.”

**2. Impaired Class of Interests Not Eligible to Vote**

Under section 1126(g) of the Bankruptcy Code, classes that are not entitled to receive or retain any property under a plan of reorganization are deemed to reject the plan. Holders of Claims and Interests in Classes 9, 10, and 11 receive no property under the Plan and are deemed under section 1126(g) of the Bankruptcy Code to reject the Plan. The votes of Holders of Claims and Interests in Classes 9, 10, and 11 will not be solicited. Pursuant to the Disclosure Statement Order, the Solicitation Packages distributed to these parties shall not contain a cover letter, CD-ROM or Ballot but shall instead contain a “Notice of Non-Voting Status with Respect to Impaired Classes Deemed to Reject the Plan.”



**D. Voting Procedures**

IN THE CASE OF ~~ALL VOTERS~~ EACH VOTER OTHER THAN BENEFICIAL HOLDERS, ~~BALLOTS~~ IN ORDER FOR YOUR VOTE TO BE COUNTED, YOU MUST ~~BE RECEIVED BY~~ PROPERLY COMPLETE YOUR BALLOT AS SET FORTH ABOVE AND IN ACCORDANCE WITH THE VOTING INSTRUCTIONS ON THE BALLOT, AND PRIME CLERK ~~BY THE VOTING~~ MUST ACTUALLY RECEIVE THE BALLOT ON OR BEFORE OCTOBER 2, 2015, AT 4:00 P.M. (PREVAILING EASTERN TIME), (THE "VOTING DEADLINE") VIA ELECTRONIC, ONLINE TRANSMISSION THROUGH THE CUSTOMIZED "E-BALLOT" SECTION ON THE DEBTORS' CASE WEBSITE LOCATED AT <https://cases.primeclerk.com/PatriotCoal>.

IN THE CASE OF BENEFICIAL HOLDERS, IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE RETURN YOUR BENEFICIAL BALLOT TO YOUR NOMINEE SO THAT THE NOMINEE WILL RECEIVE SUCH BALLOT IN SUFFICIENT TIME TO ENABLE PROCESSING THE BENEFICIAL BALLOT, INCORPORATING THE RESULTS IN A MASTER BALLOT, AND RETURNING SUCH BALLOT TO PRIME CLERK BY THE VOTING DEADLINE VIA U.S. MAIL OR OTHER HAND-DELIVERY SYSTEM AT THE FOLLOWING ADDRESS:

Patriot Coal Ballot Processing c/o Prime Clerk LLC 830 Third Avenue, 9th Floor New York, New York 10022
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~~IF YOU HAVE ANY QUESTIONS REGARDING VOTING PROCEDURES, PLEASE CALL PRIME CLERK AT (844) 864-0639 OR, FOR INTERNATIONAL CALLERS, (929) 342-0754.~~

~~IN THE CASE OF BENEFICIAL HOLDERS, IF YOU RECEIVED A RETURN ENVELOPE ADDRESSED TO YOUR NOMINEE, PLEASE RETURN YOUR BENEFICIAL BALLOT TO YOUR NOMINEE SO THAT IT WILL BE RECEIVED BY THE NOMINEE IN SUFFICIENT TIME SO AS TO ENABLE THE NOMINEE TO PROCESS THE BENEFICIAL BALLOT, INCORPORATE THE RESULTS IN A MASTER BALLOT AND RETURN SAME TO PRIME CLERK LLC BY THE VOTING DEADLINE.~~

Ballots received after the Voting Deadline will not be counted by the Debtors in connection with the Debtors' request for confirmation of the Plan. The method of delivery of Ballots to be sent to Prime Clerk is at the election and risk of each Holder of a Claim or Interest. Except as otherwise provided in the Plan, such delivery will be deemed made only when the original executed Ballot is *actually received* by Prime Clerk. In all cases, sufficient time should be allowed to assure timely delivery. Original executed Ballots are required. Delivery of a Ballot to Prime Clerk by facsimile, email or any other electronic means will not be accepted. No Ballot should be sent to the Debtors, their agents (other than Prime Clerk), any indenture trustee or the Debtors' financial or legal advisors, or the Creditors' Committee or their financial or legal advisors, and if so sent will not be counted. If no Holders of Claims in a particular Class that is entitled to vote on the Plan vote to accept or reject the Plan, then such Class shall be deemed to accept the Plan.

Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, and those restrictions on modifications set forth in the Plan, the Debtors may alter, amend or modify the Plan, without additional disclosure pursuant to section 1125 of the Bankruptcy Code; *provided, however*, with respect to such modifications, the Debtors will seek the consent of the DIP Lenders and will consult with: the Committee Advisors; counsel to, respectively, the Prepetition Notes Trustee, the Prepetition ABL Agent, the Prepetition LC Agent, the Prepetition Term Agent, and the Prepetition LC/Term Collateral Agent; counsel to each of the signatories to that certain Transaction Support Agreement, dated as of June 2, 2015; and counsel to Blackhawk. After the Confirmation Date and prior to substantial consummation of the Plan, the Debtors may institute proceedings in the Bankruptcy Court pursuant to section 1127(b) of the Bankruptcy Code to remedy any defect or omission or reconcile any inconsistencies in the Plan, the Disclosure Statement or the Confirmation Order with respect to such matters as may be necessary to carry out the purposes of the Plan.

For the avoidance of doubt, if Blackhawk is not selected as the Winning Bidder, then the Debtors will amend the Plan in accordance with Article X.A. of the Plan, as applicable, and serve parties in interest with a supplemental disclosure statement corresponding to the amended Plan.

**E. Releases under the Plan**

Each Ballot advises Creditors in bold and capitalized print that Creditors who (a) vote to accept or reject the Plan and (b) do not elect to opt out of the release provisions contained in Article VIII of the Plan shall be deemed to have conclusively, absolutely, unconditionally, irrevocably and forever released and discharged the Released Parties from any and all Causes of Action. Creditors who do not grant the releases contained in Article VIII of the Plan will not receive the benefit of the releases set forth in Article VIII of the Plan.

**ARTICLE IX.  
RIGHTS OFFERINGS AND RIGHTS OFFERINGS PROCEDURES**

**A. Overview of the Rights Offerings<sup>29</sup>**

~~Subject to Article IX.B.7 of this Disclosure Statement, the~~ The Plan incorporates ~~two~~a Rights Offerings in order to raise Cash as follows:

- ~~Each~~ For an aggregate subscription price of \$13,500,000, each participant in the ~~Patriot First Lien~~ Rights Offering that subscribes will receive its Pro Rata share of ~~\$49,375~~(a) \$16,875,000 of Combined Company First Lien Term Loan and (b) \$9,250,000 of Combined Company Second Lien PIK Term Loans. The aggregate subscription price for the Second Lien PIK Loans offered for purchase in the (together with the Combined Company First Lien Term Loan, the “Rights Offering shall be \$19,000,000; and

~~Each participant in the Patriot Second Lien Rights Offering that subscribes will receive (a) its Pro Rata share of \$40,000,000 of Combined Company Second Lien PIK Loans and (b) New Class B Units of the Combined Company representing a percentage amount of the aggregate equity of the Combined Company determined as follows: 24.0% multiplied by such participant’s Pro Rata share of the Prepetition Notes. The aggregate subscription price for the Combined Company Second Lien PIK Loans and New Class B Units offered for purchase in the Second Lien Rights Offering shall be \$31,000,000 in the aggregate.~~

Loans”). Rights will be exercisable first by Holders of Allowed Prepetition LC Facility Claims and if not fully subscribed by such Holders, Rights will then be exercisable by Holders of Allowed Prepetition Term Loan Facility Claims.

Rights to purchase ~~the Combined Company Second Lien PIK Loans and, if applicable, the New Class B Units, Rights Offering Loans~~ at the applicable Subscription Purchase Price, will be distributed to the Rights Offerings Participants, as applicable. ~~Any participation in the Patriot First Lien Rights Offering and Patriot Second Lien Participation in the~~ Rights Offering ~~shall will~~ be Pro Rata for ~~each Holder~~Holders of Allowed Prepetition LC Facility Claims and, if applicable, Holders of Allowed Prepetition Term Loan Facility Claims ~~or Prepetition Notes Claims, as applicable,~~ based on each such Holder’s face amount ownership of the Prepetition LC Facility or Prepetition Term Loan Facility ~~or Prepetition Notes~~, as applicable, relative to the total face amount of the Prepetition LC Facility or Prepetition Term Loan Facility ~~or Prepetition Notes~~, as applicable (such owner’s “Pro Rata Percentage”).

~~The First Lien Rights Offering shall be backstopped by certain funds and/or accounts managed or advised by Knighthead Capital Management, LLC, Caspian Capital LP on behalf of its advisees, Davidson Kempner Capital~~

<sup>29</sup> Capitalized terms used in this Article IX but not otherwise defined in this Disclosure Statement or the Plan have the meanings given to them in the Rights Offering Procedures.

~~Management LP, on behalf of funds and accounts managed by it (including Midtown Acquisitions L.P.), and Hudson Bay Absolute Return Credit Opportunities Master Fund Ltd. (collectively, the “First Lien Backstop Parties”).~~

~~The Second Lien Rights Offering shall be backstopped by certain funds and/or accounts managed or advised by Knighthead Capital Management, LLC, Caspian Capital LP on behalf of its advisees, and Davidson Kempner Capital Management LP, on behalf of funds and accounts managed by it (including Midtown Acquisitions L.P.) (the “Second Lien Backstop Parties” and, together with the First Lien Backstop Parties, the “Rights Offering Backstop Parties”).~~

The Rights Offering Backstop Parties’ commitment letters continue to be negotiated. The Debtors anticipate that such letters will not include any backstop or other fees but will include customary expense reimbursement. The Debtors will file the forms of the commitment letters prior to the commencement of the Confirmation Hearing and will seek approval of such letters in connection with confirmation of the Plan.

The Debtors have designated Prime Clerk, LLC as the “Subscription Agent” for the Rights Offerings.

## **B. The Rights Offerings Procedures**

The Rights Offerings Procedures are attached hereto as **Exhibit D** and summarized below. ~~The Rights Offering Procedures were approved by the Bankruptcy Court pursuant to the Rights Offering Order.~~

### **1. Rights Offerings Participants**

- A “Rights Offerings Participant” means (a) a Holder of an Allowed Prepetition ~~Term Loan~~ LC Facility Claim, (b) a ~~Certified Eligible~~ Holder of an Allowed Prepetition ~~Notes~~ Term Loan Facility Claim, ~~(c) a Backstop Party or (d)~~ (c) an Eligible Affiliate to whom the Rights of a Holder of an Allowed Prepetition LC Facility Claim or an Allowed Prepetition Term Loan Facility Claim, a Certified Eligible Holder of an Allowed Prepetition Notes Claim, or a Backstop Party were transferred in accordance with the transfer procedures and restrictions set forth in the these Rights Offering Procedures.
- ~~A Holder of an Allowed Prepetition Notes Claim that does not duly complete, execute and timely deliver the applicable Eligibility Certificate certifying that it is an Eligible Holder of an Allowed Prepetition Notes Claim to the Subscription Agent by the Eligibility Certificate Deadline (August 27, 2015 at 5:00 p.m. (prevailing Eastern Time)) cannot participate in the Patriot Second Lien Rights Offering.~~

### **2. Initial Allocation**

- ~~Each participant in the Patriot First Lien Rights Offering that subscribes for its full Pro Rata share Holder of Allowed Prepetition LC Facility Claim will receive 100 percent of its allocable portion of \$49.4 million Rights to participate in the Rights Offering pursuant to which such Holder may purchase its applicable share of the Combined Company Second~~ First Lien PIK Loans.
- ~~Each participant in the Patriot Second Lien Rights Offering that subscribes for its full Pro Rata share will receive its allocable portion of (a) \$40.0 million of the Combined Company Second Lien PIK Loans and (b) 24.0% of the New Class B Units of the Combined Company.~~
- Term Loan and the Combined Company Second Lien Term Loan, in each case in accordance with these Rights Offering Procedures.
- If the Rights Offering is not fully subscribed by Holders of Allowed Prepetition LC Facility Claims, each Holder of an Allowed Prepetition Term Loan Facility Claim will receive Rights

to participate in the Rights Offering pursuant to which such Holder may purchase its applicable share of the Combined Company First Lien Term Loan and the Combined Company Second Lien Term Loan, in each case in accordance with these Rights Offering Procedures.

### 3. Subscription

- In order to exercise Rights, a Rights Offerings~~s~~ Participant must timely deliver a duly completed and executed Subscription Form and the other documents referenced therein and the Subscription Purchase Price (as calculated pursuant to the Subscription Form) by wire transfer or bank or cashier's check, as set forth in the Subscription Form, in accordance with the Rights ~~Offerings Procedures; provided, however, that (i) any Backstop Party's Subscription Purchase Price and (ii) any amount in respect of a Backstop Party's Backstop Allocation must each be received on or before the Effective Date~~Offering Procedures.
- The Subscription Form will indicate each Rights Offerings~~s~~ Participant's ~~Initial Allocation~~initial allocation of Rights.
- Once a Rights Offerings~~s~~ Participant has exercised its Rights in accordance with the Rights Offerings~~s~~ Procedures, such exercise will be irrevocable unless the Rights ~~Offerings are~~Offering is not consummated by the Effective Date.
- To the extent that any portion of the Subscription Purchase Price paid to the Subscription Agent is not used, the Subscription Agent will return such portion, and any interest accrued thereon from the Subscription Deadline through the date such portion is mailed to the applicable Rights Offerings~~s~~ Participant, to the applicable Rights Offerings~~s~~ Participant ~~within~~by the earlier of: (a) ten (10) Business Days of a determination that such funds will not be used. If the Rights Offerings have not been consummated by the Effectiveafter the Closing Date, the Subscription Agent will return any payments made pursuant to the Rights Offerings, and any interest accrued thereon from the Subscription Deadline through the date such portion is mailed to the applicable Rights Offerings Participant, to the applicable Rights Offerings Participant within ten (10) Business Days thereafter(b) November 30, 2015.
- **Unexercised Rights will be relinquished on the Subscription Deadline.** A Holder ~~of Claims~~-eligible to participate in the Rights Offerings~~s~~, as applicable, ~~shall be deemed to have relinquished~~will automatically relinquish and waived~~d~~ all rights to participate in the Rights Offerings~~s~~ to the extent the Subscription Agent for any reason does not receive from such Holder, on or before the Subscription Deadline, a duly completed and executed Subscription Form and the other documents referenced therein and the Subscription Purchase Price (as calculated pursuant to the Subscription Form) by wire transfer or bank or cashier's check, as set forth in the Subscription Form, with respect to such Holder's Rights.
- All questions concerning the timeliness, viability, form~~s~~ and eligibility of any exercise of Rights will be determined by the Debtors or the Combined Company, as applicable, whose good faith determinations absent manifest error will be final and binding.

### 4. Transfer Procedures and Restrictions

- ~~In order for a Transferee Eligible Holder to receive Rights with respect to a Claim transferred to it during the Certification Period, (i) such transfer and all preceding transfers, if any, beginning with the transfer by the Holder holding such Allowed Notes Claim as of the Rights Offerings Record Date, must be evidenced by a Certification Period Transfer Notice delivered to the Subscription Agent by the Eligibility Certificate Deadline (August 27, 2015 at 5:00 p.m. (prevailing Eastern Time)) and (ii) any Transferee Eligible Holder of~~

~~an Allowed Prepetition Notes Claim must submit an Eligibility Certificate by the Eligibility Certificate Deadline (August 27, 2015 at 5:00 p.m. (prevailing Eastern Time)).~~

- ~~• A Rights Offerings Participant's Rights shall not be transferable, other than to an Eligible Affiliate, or as provided in the Blackhawk APA, or in connection with the transfer by a Certified Eligible Holder of the underlying Allowed Prepetition Notes Claim to another Certified Eligible Holder of an Allowed Prepetition Notes Claim, as evidenced by a Post-Certification Period Transfer Notice delivered to the Subscription Agent by the Subscription Deadline; provided, however, that the Rights issued to any Backstop Party shall be issued to funds designated by them, provided that each such fund certifies that it is an Eligible Holder (or would be an Eligible Holder if such fund were a Holder of an Allowed Claim).~~
- A Rights Offering Participant's Rights may not be transferred other than to an Eligible Affiliate.
- IF ANY PORTION OF A PREPETITION LC FACILITY CLAIM OR PREPETITION TERM LOAN FACILITY CLAIM OR PREPETITION NOTES CLAIM OR ANY RIGHTS IN CONNECTION THEREWITH HAVE BEEN TRANSFERRED NOT IN ACCORDANCE WITH THE RIGHTS OFFERINGS PROCEDURES, SUCH CORRESPONDING RIGHTS WILL BE CANCELLED, AND NEITHER THE TRANSFEROR NOR THE TRANSFEREE OF SUCH CLAIM OR SUCH RIGHTS WILL RECEIVE RIGHTS IN CONNECTION WITH SUCH CLAIM OR RIGHTS.**

#### **5. Duration of the Rights Offerings**

- The Rights Offerings will commence on the day upon which the Subscription Agent completes the distribution of Subscription Forms to the Rights Offerings Participants, which the Debtors estimate to be no later than ~~August 31~~September 22, 2015.
- The Rights Offerings will expire on the Subscription Deadline (~~September 11~~i.e., October 2, 2015 at 5:00 p.m. ~~(as prevailing Eastern Time))~~), or such later time as determined by the Debtors in their sole discretion.

#### ~~6. Exemption from Securities Act Registration~~

- ~~• Each Right is being distributed and issued by the Debtors without registration under the Securities Act, in reliance upon federal, state and foreign exemptions from registration requirements for transactions not involving any public offering.~~
- ~~• Each Combined Company Second Lien PIK Loan and New Class B Unit is being distributed and issued without registration under the Securities Act, in reliance upon federal, state and foreign exemptions from registration requirements for transactions not involving any public offering.~~

#### ~~7. Impact of DIP/LC Improvement on the Rights Offerings~~

- ~~• As described in Article IV.B.5 above, the amount of Cash to be raised by the Rights Offerings may be reduced by the occurrence of a DIP/LC Improvement as follows: (i) with respect to a DIP/LC Improvement of \$27 million or less, an amount equal to all or any portion of such DIP/LC Improvement may be allocated as term loans issued as part of the First Lien Term Loan at Blackhawk's election to fund working capital post Closing, or Blackhawk may elect that any remaining portion of such DIP/LC Improvement be allocated to reduce the amount of the First Lien Term Loan, the First Lien L/C Facility and/or (if the~~

~~New ABL is entered into replace or refinance amounts under the Existing Patriot ABL Drawn LCs or Existing Patriot ABL Undrawn LCs) the New ABL, as applicable, in each case at or following Closing; (ii) with respect to a DIP/LC Improvement greater than \$27 million and up to \$46 million, \$27 million of such DIP/LC Improvement shall be allocated pursuant to clause (i) above, and an amount equal to the remainder of such DIP/LC Improvement shall be allocated to reduce the amount of cash to be raised in the Patriot First Lien Rights Offering on a dollar for dollar basis; (iii) with respect to a DIP/LC Improvement of greater than \$46 million and up to \$77 million, \$46 million of such DIP/LC Improvement shall be allocated pursuant to clause (ii) above, and an amount equal to the remainder of such DIP/LC Improvement shall be allocated to reduce the amount of cash to be raised in the Patriot Second Lien Rights Offering on a dollar for dollar basis to as low as zero; and (D) with respect to a DIP/LC Improvement of greater than \$77 million, \$77 million of such DIP/LC Improvement shall be allocated pursuant to clause (iii) above, and an amount equal to the remainder of such DIP/LC Improvement shall be allocated to reduce the amount of the First Lien Term Loan, the First Lien L/C Facility and/or (if the New ABL is entered into replace or refinance amounts under the Existing Patriot ABL Drawn LCs or Existing Patriot ABL Undrawn LCs) the New ABL, as applicable.~~

~~Please refer to Article XI of this Disclosure Statement and Article IV of the Plan for a more detailed discussion of securities law considerations related to the securities to be issued pursuant to the Rights Offerings.~~

## ARTICLE X. CERTAIN FACTORS TO BE CONSIDERED PRIOR TO VOTING

HOLDERS OF CLAIMS AND INTERESTS SHOULD READ AND CONSIDER CAREFULLY THE FACTORS SET FORTH BELOW, AS WELL AS THE OTHER INFORMATION SET FORTH IN THIS DISCLOSURE STATEMENT AND THE DOCUMENTS DELIVERED TOGETHER HERewith, REFERRED TO OR INCORPORATED BY REFERENCE HEREIN, PRIOR TO VOTING TO ACCEPT OR REJECT THE PLAN. THESE FACTORS SHOULD NOT, HOWEVER, BE REGARDED AS CONSTITUTING THE ONLY RISKS INVOLVED IN CONNECTION WITH THE PLAN AND ITS IMPLEMENTATION.

### A. Certain Bankruptcy Considerations

#### 1. Parties in Interest May Object to the Plan's Classification of Claims and Interests

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an equity interest in a particular class only if such claim or equity interest is substantially similar to the other claims or equity interests in such class. The Debtors believe that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests, each encompassing Claims and Interests that are substantially similar to the other Claims and Interests in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

#### 2. Failure to Satisfy Vote Requirements

If votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may seek to confirm an alternative chapter 11 plan. There can be no assurance that the terms of any such alternative chapter 11 plan would be similar or as favorable to the Holders of Allowed Claims as those proposed in the Plan.

#### 3. The Debtors May Not Be Able to Secure Confirmation of the Plan

Section 1129 of the Bankruptcy Code sets forth the requirements for confirmation of a chapter 11 plan, and requires, among other things, a finding by the Bankruptcy Court that: (a) such plan "does not unfairly discriminate"

and is “fair and equitable” with respect to any non-accepting classes; (b) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial reorganization unless such liquidation or reorganization is contemplated by the plan; and (c) the value of distributions to non-accepting holders of claims and equity interests within a particular class under such plan will not be less than the value of distributions such holders would receive if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting Holder of an Allowed Claim or an Allowed Interest might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determined that this Disclosure Statement, the balloting procedures and voting results were appropriate, the Bankruptcy Court could still decline to confirm the Plan if it found that any of the statutory requirements for Confirmation had not been met. If the Plan is not confirmed, it is unclear what distributions, if any, Holders of Allowed Claims and Allowed Interests would receive with respect to their Allowed Claims and Allowed Interests.

The Debtors, subject to the terms and conditions of the Plan, reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications could result in a less favorable treatment of any Class than the treatment currently provided in the Plan. Such less favorable treatment could include a distribution of property to the Class affected by the modification of a lesser value than currently provided in the Plan or no distribution of property whatsoever under the Plan. Changes to the Plan may also delay the confirmation of the Plan and the Debtors’ emergence from chapter 11.

#### **4. Nonconsensual Confirmation**

In the event that any impaired class of claims or interests does not accept a chapter 11 plan, a bankruptcy court may nevertheless confirm a plan at the proponents’ request if at least one impaired class has accepted the plan (with such acceptance being determined without including the vote of any “insider” in such class), and, as to each impaired class that has not accepted the plan, the bankruptcy court determines that the plan “does not discriminate unfairly” and is “fair and equitable” with respect to the dissenting impaired classes. The Debtors believe that the Plan satisfies these requirements, and the Debtors may request such nonconsensual Confirmation in accordance with subsection 1129(b) of the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach this conclusion. In addition, the pursuit of nonconsensual Confirmation of the Plan may result in, among other things, increased expenses and the expiration of any commitment to provide support for the Plan, financially or otherwise.

#### **5. The Debtors May Object to the Amount or Classification of a Claim**

Except as otherwise provided in the Plan, the Debtors reserve the right to object to the amount or classification of any Claim under the Plan. The estimates set forth in this Disclosure Statement cannot be relied upon by any Holder of a Claim where such Claim is or may be subject to an objection. Any Holder of a Claim that is or may be subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

#### **6. The Debtors May Not Be Able to Satisfy All Administrative Claims**

As described in Article IV.B.6 of this Disclosure Statement, certain parties in interest objected to the Bidding Procedures on the basis that, among other things, the Blackhawk Transaction would prevent the Debtors from paying all Administrative Claims in full in Cash on the Effective Date. While the [Bankruptcy](#) Court approved the Bidding Procedures and overruled these parties’ objections, the Debtors continue to reserve their right to object to the amount and classification of any such claims.

As of the date hereof, the Debtors’ estimate there will be Allowed Administrative Claims in an amount of approximately \$75 million. This estimate is subject to further reconciliation and could increase after Governmental Units file Proofs of Claims, which must be filed in advance of the Governmental Bar Date of November 9, 2015 at

5:00 pm prevailing Eastern Time. The Debtors also estimate there will be approximately \$21.5 million in Cure Costs.

As discussed above in Article III.B.3.a and Article IV.B.9, the UMWA Health and Retirement Funds contend that the Debtors may face additional administrative expense claims for (i) the Debtors' Coal Act obligations and (ii) some or all of the withdrawal liability to the 1974 Pension Plan.

If the Allowed Administrative Claims exceed the Debtors' estimates and if the Debtors are unable to consummate the VCLF Transaction or a higher or better transaction, they may not be able to pay all Administrative Claims in full in cash on the Effective Date. This inability will cause the Plan to be unconfirmable pursuant to the provisions of the Bankruptcy Code, absent consent to the different treatment by the applicable parties.

#### **7. Risk of Non-Occurrence of the Effective Date**

The Debtors can provide no assurance as to the timing or as to whether the Effective Date will, in fact, occur. The occurrence of the Effective Date is subject to certain conditions precedent as described in Article IX of the Plan, including, among others, those relating to consummation of the Plan, as well as the receipt of certain regulatory approvals. Failure to meet any of these conditions could result in the Plan not being consummated or the Confirmation Order being vacated.

#### **8. Contingencies Could Affect Votes of Impaired Classes to Accept or Reject the Plan**

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims and Allowed Interests to be subordinated to other Allowed Claims and Allowed Interests. The occurrence of any and all such contingencies, which could affect distributions available to Holders of Allowed Claims and Allowed Interests under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

#### **9. The Actual Amount of Allowed Claims May Differ From the Estimated Claims and Adversely Affect the Percentage Recovery of Claims**

The estimated Claims and creditor recoveries set forth in this Disclosure Statement are based on various assumptions, and the actual Allowed amounts of Claims may significantly differ from the estimates. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may vary from the estimated Claims contained in this Disclosure Statement. Moreover, the Debtors cannot determine with any certainty at this time, the number or amount of Claims that will ultimately be Allowed. Such differences may materially and adversely affect, among other things, the percentage recoveries to Holders of Allowed Claims under the Plan.

#### **10. Release, Injunction, and Exculpation Provisions May Not Be Approved**

Article VIII of the Plan provides for certain releases, injunctions, and exculpations. All of the releases, injunctions, and exculpations provided in the Plan are subject to objection by parties in interest and may not be approved.

#### **11. Certain Liabilities May Not Be Fully Extinguished as a Result of the Confirmation of the Plan**

Although a significant amount of the Debtors' current liabilities will be discharged pursuant to the Plan upon emergence from the Chapter 11 Cases, a number of obligations may remain in effect following the Effective Date. Various agreements and liabilities may remain in place, such as potential employee benefit and pension obligations, potential environmental liabilities related to sites in operation or formerly operated by the Debtors, and other contracts or leases that, even if modified during the Chapter 11 Cases, may still subject the Debtors to substantial obligations and liabilities.



**B. Risk Factors and Considerations Regarding Recoveries and the Companies’<sup>30</sup> Businesses and Operations**

**1. The Companies May Not Be Able to Achieve Their Projected Financial Results**

The financial projections set forth on Exhibit E to this Disclosure Statement represent the best estimate of the future financial performances of the Combined Company and the Liquidating Trust based on currently known facts and assumptions about future operations as well as the United States and world economies in general and, specifically, the coal industry. The actual financial results may differ significantly from the projections. If the Combined Company does not achieve its projected financial results, then the value of the ~~New Class B Units~~ Combined Company’s debt or equity issued pursuant to the Plan may experience a decline and the Companies may lack sufficient liquidity to continue operating as planned after the Effective Date. Likewise, if the Liquidating Trust, which may continue to conduct certain of the Debtors’ operations after the Effective Date, does not achieve its projected financial results, then the Liquidating Trust may not have the ability to satisfy costs associated with various environmental, health, and safety regulations applicable to the Debtors’ operations, and state and federal agencies may take enforcement actions that force such operations to shut down immediately.

~~**2. A Liquid Trading Market for the New Class B Units Will Likely Not Develop Immediately**~~

~~A liquid trading market for the New Class B Units will likely not develop immediately after the Effective Date. As of the Effective Date, the New Class B Units will not be listed for trading on any stock exchange or trading system. Consequently, the trading liquidity of the New Class B Units will be limited. The future liquidity of the trading market for the New Class B Units will depend, among other things, upon the number of Holders of New Class B Units, and whether the equity is listed for trading on an exchange.~~

~~**3.2. The Blackhawk Transaction May Not Close**~~

Blackhawk has agreed to purchase certain of the Debtors’ assets and assume certain liabilities through the Blackhawk Transaction, subject to the overbid process described in Article IV.B.6 of this Disclosure Statement; *provided* that certain conditions be met, including that the filing and approval of the Plan and this Disclosure Statement, Confirmation, and, if applicable, the closing of the Blackhawk Transaction occur within the respective time periods specified in the Blackhawk APA and that no event giving rise to termination of the Blackhawk APA has occurred (such events as set forth in the Blackhawk APA).

To the extent the terms or conditions of the Blackhawk Transaction are not satisfied or modified in the Debtors and Blackhawk’s sole discretion, or to the extent other events giving rise to termination of the Blackhawk APA occur, the Blackhawk APA may be terminated prior to Confirmation or consummation of the Plan. Such termination could adversely affect creditor recoveries as well as the Debtors’ ability to confirm and consummate the Plan.

~~**4.3. The VCLF Transaction May Not Close**~~

VCLF has agreed to purchase certain of the Debtors’ assets and assume certain liabilities through the VCLF Transaction; *provided* that certain conditions be met, including that the filing and approval of the Plan and this Disclosure Statement, Confirmation, and the closing of the VCLF Transaction occur within the time periods specified in the VCLF APA and that no event giving rise to termination of the VCLF APA has occurred (such events as set forth in the VCLF APA).

To the extent the terms or conditions of the VCLF Transaction are not satisfied or modified as provided in the VCLF APA or to the extent other events giving rise to termination of the VCLF APA occur, the VCLF APA may

<sup>30</sup> As used in Article X.B of this Disclosure Statement, “Companies” means the Debtors prior to the Effective Date, the Liquidating Trust, and/or the Combined Company after the Effective Date, as applicable.

be terminated prior to Confirmation or consummation of the Plan. Such termination could adversely affect creditor recoveries as well as the Debtors' ability to confirm and consummate the Plan.

~~**5. The Debtors May Upsize the DIP Facility By Up To Approximately \$30 Million**~~

~~With the assistance of their professional advisors, the Debtors have conducted a careful review of their operations, financial projections, scheduled liabilities and liabilities asserted through Proofs of Claims filed prior to the Claims Bar Date to determine the amounts that must be paid in full in cash or separately funded pursuant to the Plan in connection with the Effective Date. The Debtors estimate that total emergence costs will be approximately \$48 million assuming an Effective Date of October 1, 2015. The Debtors estimate emergence costs would decrease to approximately \$43 million if the Effective Date occurs on November 1, 2015. The Debtors are currently in preliminary discussions with the DIP Lenders and Blackhawk regarding a commitment to increase the size of the DIP Facility by up to approximately \$30 million to enable the Debtors to fund all emergence costs, including payment of all Cure Costs and Administrative Claims. The terms and structure of such an upsized DIP Facility remain under discussion with the DIP Lenders and Blackhawk. No party has agreed to provide the Debtors with any additional DIP financing and there are no assurances that any party will do so. Moreover, to the extent the Debtors are able to obtain additional DIP financing, the terms of that financing may materially impact the treatment currently provided in the Plan to other creditors. As of the date hereof, Blackhawk has not indicated a willingness to amend the Blackhawk APA, including, without limitation, Section 2.06 thereof, to account for any such upsize. Any such amendment is in Blackhawk's sole discretion.~~

**6.4. The Loss of the Services of Key Personnel Could Have a Material Adverse Effect on the Combined Company's Business**

The leadership of the Combined Company's executive officers and directors will likely form a critical element of the Combined Company's success. The death or disability of any of the Combined Company's executive officers or directors, or other extended or permanent loss of their services, or any negative market or industry perception with respect to them or arising from their loss, could have a material adverse effect on the Combined Company's businesses. The Combined Company's executive officers and other members of senior management have substantial experience and expertise in the Combined Company's business that will likely make significant contributions to the Combined Company's growth and success. The unexpected loss of services of one or more of these individuals could also adversely affect the Combined Company.

**7.5. Acts of Terrorism, War, Natural Disasters, Severe Weather, and Political, Economic, and Military Conditions May Impede the Companies' Ability to Operate or May Otherwise Negatively Affect Their Financial Results**

Terrorist attacks and other acts of war or hostility have created many economic and political uncertainties. The Debtors cannot predict the extent to which disruptions in air or other forms of travel as a result of terrorist acts, security alerts or wars, uprisings, or hostilities throughout the world will directly or indirectly affect the Combined Company's or Liquidating Trust's businesses and operating results, as applicable. In addition, natural and man-made disasters such as major fires, floods, hurricanes, earthquakes, and oil spills could also adversely affect the Combined Company's or Liquidating Trust's business and operating results, as applicable. Such events could lead to the loss of use of one or more mining facilities for an extended period of time and disrupt the ability to mine or deliver coal to customers.

In most cases, the Combined Company and Liquidating Trust have insurance that covers portions of losses from natural disasters, but that insurance remains subject to deductibles and maximum payouts in many cases. Although the Combined Company and Liquidating Trust may have insurance coverage for natural disasters, the timing of their receipt of insurance proceeds, if any, is out of their control. Additionally, a natural disaster affecting one or more of the Combined Companies' properties may affect the level and cost of insurance coverage they can obtain in the future, which may adversely affect the Combined Companies' financial position.

**8.6. New Developments in the Regulation of Greenhouse Gas and Other Air Emissions, Coal Ash, and Other Environmental Matters Could Materially Adversely Affect the Combined**

### **Company's Customers' Demand for Coal and the Combined Company's Financial Condition, Results of Operations, and Cash Flows**

One by-product of burning coal is carbon dioxide, which has been reported in certain studies to be linked as a contributor to climate change. Legislators have considered and, in some cases, passed significant new laws to address climate change, including, among others, those that would impose a nationwide cap on carbon dioxide and other greenhouse gas emissions and require large sources, including coal-fueled power plants, to obtain "emission allowances" to meet that cap, with the ultimate goal of reducing greenhouse gas emissions. The EPA and other regulators are using existing laws, including the federal Clean Air Act, to impose obligations, including emission limits and technology-based requirements, on carbon dioxide and other greenhouse gas emissions. Such initiatives may cause a reduction in the amount of coal that the Combined Company's customers purchase from the Combined Company, which could adversely affect the Combined Company's results of operations.

Current and potential future international, federal, state, regional or local laws, regulations or court orders addressing greenhouse gas emissions and/or coal ash, or emissions of sulfur dioxide, nitrogen oxides, mercury and other hazardous air pollutants and/or particulate matter, will likely require additional controls on coal-fueled power plants and industrial boilers and may cause some users of coal to close existing facilities, reduce construction of new facilities or switch from coal to alternative fuels. These ongoing and future developments may have a material adverse impact on the global supply and demand for coal, and as a result could materially adversely affect the Combined Company's financial condition, results of operations and cash flows. Even in the absence of future regulatory developments, increased awareness of, and any adverse publicity regarding, greenhouse gas and other air emissions and coal ash disposal associated with coal and coal-fueled power plants, could adversely affect the Combined Company and the Combined Company's customers' reputations and reduce demand for coal.

#### **9.7. Like Many Coal Producers, the Combined Company Will Likely Have Difficulty Complying with Permit Restrictions Relating to the Discharge of Selenium into Surface Water, which Could Leave to Court Challenges and Related Orders and Settlements, the Combined Company's Payment of Fines and Penalties, and the Imposition of Requirements that May in the Future Require the Combined Company to Incur Material Additional Costs and May Be Difficult to Resolve or Satisfy on a Timely Basis Given Current Technology**

Selenium is a naturally occurring element that is encountered in earthmoving operations. The extent of selenium occurrence varies depending upon site specific geologic conditions. Selenium is encountered globally in coal mining, phosphate mining, and agricultural operations. In coal mining applications, selenium can be discharged to surface water when mine tailings are exposed to rain and other natural elements. Selenium effluent limits are included in permits issued to us and other coal mining companies.

The Debtors have established a liability for the treatment of outfalls with known selenium exceedances. The liability reflects the estimated total costs of implementing and maintaining selected or planned selenium treatment systems for these outfalls. Selenium treatment technologies are developing rapidly and the liability is based upon treatment installation and operating assumptions that may change.

The Combined Company may incur additional costs relating to the selenium litigation, including potential fines and penalties relating to selenium matters. Additionally, as a result of ongoing litigation matters and federal regulatory initiatives related to water quality standards that affect valley fills, impoundments, and other mining practices, including the selenium discharge matters described above, the process of applying for new permits has become more time-consuming and complex, the review and approval process is taking longer, and in certain cases, permits may not be issued.

#### **10.8. The Environmental, Health, and Safety Regulations Applicable to the Combined Company's Mining Operations Impose Significant Costs, and Future Regulations or Changes in the Interpretation or Application or Enforcement of Existing Regulations Could Increase those Costs and Limit the Combined Company's Ability to Produce Coal**

Federal and state authorities regulate the coal mining industry with respect to matters such as employee health and safety, permitting and licensing requirements, the protection of the environment, plants and wildlife,

reclamation and restoration of mining properties after mining is completed, surface subsidence from underground mining, and the effects that mining has on groundwater quality and availability. Numerous governmental permits and approvals are required for mining operations.

The costs, liabilities, and requirements associated with addressing the outcome of inspections and complying with these environmental, health, and safety requirements are often significant and time-consuming and may delay commencement or continuation of exploration or production. New or revised legislation or administrative regulations (or a change in judicial or administrative interpretation, application or enforcement of existing laws and regulations), including proposals related to the protection of the environment or employee health and safety, that would further regulate and tax the coal industry or users of coal, may also require the Combined Company or its customers to change operations significantly or incur increased costs, which may materially adversely affect the Combined Company's mining operations and their cost structure. Failure to comply with these laws and regulations may result in the assessment of administrative, civil and criminal fines or penalties, the acceleration of cleanup and site restoration costs, the issuance of injunctions to limit or cease operations, and the suspension or revocation of permits and other enforcement measures that could have the effect of limiting production from the Combined Company's operations.

Additionally, the Mine Safety and Health Administration (the "MSHA") may order the temporary closure of mines in the event of a perceived imminent danger to miners' safety or health or for certain violations of safety rules. The Combined Company's customers may challenge the Combined Company's issuance of force majeure notices in connection with such closures. If these challenges are successful, the Combined Company could be obligated to make up lost shipments, to reimburse customers for the additional costs to purchase replacement coal, or, in some cases, to terminate certain sales contracts. Existing and future environmental, health, and safety regulations, and the enforcement thereof, could have a material adverse effect on the Combined Company's financial condition, results of operations, and cash flows.

## ARTICLE XI. SECURITIES LAW MATTERS

### A. Issuance of Securities under the Plan

The Plan provides for the issuance of ~~Prepetition Notes Rights, Rights Offering Units, and New Class B Units~~ Combined Company Warrants to ~~Certified Eligible Holders of Prepetition Notes Claims, pursuant to Articles III and IX of the Plan.~~ Combined Company 1.5 Lien Term Loan Lenders. The Debtors believe that the ~~Prepetition Notes Rights, Rights Offering Units and New Class B Units~~ Combined Company Warrants are each a "security," as defined in Section 2(a)(1) of the Securities Act, section 101 of the Bankruptcy Code, and applicable state securities laws.

The Debtors believe the offering, issuance, and distribution of any securities in connection with the VCLF Transaction shall be exempt from, among other things, the registration and prospectus delivery requirements of section 5 of the Securities Act and any other applicable state or federal law requiring registration and/or prospectus delivery prior to the offering, issuance, distribution, or sale of securities to the fullest extent permitted by law pursuant to section 1145 of the Bankruptcy Code. ~~In addition, under section 1145 of the Bankruptcy Code, any securities issued in connection with the VCLF Transaction and any and all agreements associated therewith, shall be subject to: (1) the provisions of section 1145(b)(1) of the Bankruptcy Code relating to the definition of an underwriter in section 2(a)(11) of the Securities Act; (2) compliance with any rules and regulations of the Securities and Exchange Commission, if any, applicable at the time of any future transfer of such securities or instruments; (3) the restrictions, if any, on the transferability of such securities and instruments, including those set forth in the VCLF Transaction Documents; and (4) applicable regulatory approval, if any, or another exemption from the registration requirements of the Securities Act.~~

### B. Section 4(a)(2) Securities

Section 4(a)(2) of the Securities Act provides that the issuance of securities by an issuer in transactions not involving any public offering are exempt from registration under the Securities Act. Regulation D is a non-exclusive safe harbor from registration promulgated by the SEC under section 4(a)(2) of the Securities Act.

The Debtors believe that the ~~Prepetition Notes, Rights, Rights Offering Units and New Class B Units~~ (~~collectively, Combined Company Warrants~~) (the “Section 4(a)(2) Securities”) are issuable without registration under the Securities Act in reliance upon the exemption from registration provided under section 4(a)(2) of the Securities Act and/or Regulation D promulgated thereunder. These securities will be “restricted securities” subject to resale restrictions and may be resold, exchanged, assigned or otherwise transferred only pursuant to registration, or an applicable exemption from registration, under the Securities Act and other applicable law, as described below. The Debtors do not plan to register the Section 4(a)(2) Securities, thus, persons who receive Section 4(a)(2) Securities will not be permitted to offer, sell or otherwise transfer their Section 4(a)(2) Securities except pursuant to an available exemption from registration.

Rule 144 provides an exemption for the public resale of restricted securities, such as Section 4(a)(2) Securities, if certain conditions are met. These conditions depend on whether the holder of the securities is considered to be an “affiliate” of the issuer. An affiliate is defined as “a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the issuer.” A holder of Section 4(a)(2) Securities who is an affiliate of the Combined Company may resell Section 4(a)(2) Securities after the six-month holding period only if, at the time of the sale, certain current public information regarding the issuer is available and only if the affiliate also complies with the volume, manner of sale and notice requirements of Rule 144. A holder of Section 4(a)(2) Securities who is not, and has not been for at least three months, an affiliate of the Combined Company or its predecessor, may resell Section 4(a)(2) Securities after a six-month holding period if at the time of the sale there is available certain current public information regarding the issuer, and may sell the securities after a one-year holding period whether or not there is current public information regarding the issuer. However, the Combined Company has no current plans to make the current public information required by Rule 144 publicly available for the foreseeable future. This will eliminate the ability of a holder of Section 4(a)(2) Securities who is an affiliate of the Combined Company to avail itself of Rule 144.

The Debtors are considering whether additional disclosure regarding the VCLF Equity Grant, as applicable, in accordance with the terms set forth in Section 7.12 of the VCLF APA, should be included in this Article XI. To the extent the Debtors determine to include additional disclosure regarding the VCLF Equity Grant, the Debtors plan to do so in connection with the Plan Supplement.

GIVEN THE COMPLEX AND SUBJECTIVE NATURE OF THE QUESTION OF WHETHER A PARTICULAR HOLDER MAY BE AN AFFILIATE AND THE HIGHLY FACT SPECIFIC NATURE OF THE AVAILABILITY OF EXEMPTIONS FROM REGISTRATION UNDER THE SECURITIES ACT, INCLUDING THE EXEMPTIONS AVAILABLE UNDER SECTION 4 OF THE SECURITIES ACT, THE RULES PROMULGATED THEREUNDER, AND RULE 144 UNDER THE SECURITIES ACT, THE DEBTORS AND THE COMBINED COMPANY MAKE NO REPRESENTATION CONCERNING THE RIGHT OF ANY PERSON TO TRANSFER THE ~~NEW CLASS B UNITS, THE RIGHTS OFFERING UNITS~~ COMBINED COMPANY WARRANTS OR ANY OTHER SECURITIES OF THE COMBINED COMPANY. THE DEBTORS RECOMMEND THAT POTENTIAL RECIPIENTS OF ~~NEW CLASS B UNITS, THE RIGHTS OFFERING UNITS~~ THE COMBINED COMPANY WARRANTS OR ANY OTHER SECURITIES OF THE COMBINED COMPANY CONSULT THEIR OWN COUNSEL CONCERNING WHETHER THEY MAY FREELY TRADE THE ~~NEW CLASS B UNITS, THE RIGHTS OFFERING UNITS~~ COMBINED COMPANY WARRANTS OR OTHER SECURITIES OF THE COMBINED COMPANY.

**C. Other Transfer Restrictions Applicable to New Class B Units and Rights Offering Units**

Any other transfer restrictions applicable to the ~~New Class B Units and Rights Offering Units~~ Combined Company shall be disclosed in the Combined Company’s organizational documents, which shall be filed as part of the Plan Supplement.

**ARTICLE XII.  
CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN**

**A. Introduction**

The following summarizes certain U.S. federal income tax consequences expected to result from the consummation of the Plan as they relate to the Debtors and to beneficial owners of Claims and Interests entitled to vote on the Plan. This summary is intended for general information purposes only, is not a complete analysis of all potential federal income tax consequences that may be relevant to any particular Holder, and does not address any tax consequences arising under any state, local, or foreign tax laws or federal estate or gift tax laws.

This discussion is based on the Internal Revenue Code (the “IRC”), United States Treasury Regulations promulgated thereunder, judicial decisions, and published rulings and administrative pronouncements of the IRS, all as in effect on the date of this Disclosure Statement. These authorities may change, possibly with retroactive effect, resulting in federal income tax consequences different from those discussed below. No ruling has been or will be sought from the IRS, and no legal opinion of counsel will be rendered, with respect to the matters discussed below. There can be no assurance that the IRS will not take a contrary position regarding the federal income tax consequences resulting from the consummation of the Plan or that any contrary position would not be sustained by a court.

This summary does not apply to Holders that are not United States persons for U.S. federal income tax purposes or that are otherwise subject to special treatment under U.S. federal income tax law (including, for example, banks, governmental authorities or agencies, financial institutions, insurance companies, pass through entities, tax exempt organizations, brokers and dealers in securities, mutual funds, small business investment companies, and regulated investment companies). Moreover, this summary does not purport to cover all aspects of U.S. federal income taxation that may apply to the Debtors and Holders based upon their particular circumstances. Holders should consult their tax advisors regarding the U.S. federal income tax consequences to them of the consummation of the Plan, as well as any tax consequences arising under any state, local, or foreign tax laws, or any other federal tax laws.

Non-U.S. Holders, particularly those who ~~will acquire New Class B Units or~~ may receive the VCLF Equity Grant in connection with the Plan, are urged to consult their tax advisors regarding the U.S. federal income tax consequences to them of the exchanges contemplated by the Plan and the subsequent disposition of ~~New Class B Units or~~ the VCLF Equity Grant. Potential U.S. federal income tax consequences may include, but are not limited to the following. Because ~~Blackhawk and~~ VCLF owns U.S. real property, certain non-U.S. Holders may be subject to U.S. federal income tax with respect to gain on disposition of ~~New Class B Units or~~ the VCLF Equity Grant under the Foreign Investment in Real Property Tax Act (the “FIRPTA”). Additionally, because ~~Blackhawk is a pass-through entity, and~~ VCLF may be a pass-through entity, for U.S. federal income tax purposes, non-U.S. Holders that acquire ~~Class B Units~~ VCLF equity may be subject to federal income tax and may be required to file U.S. tax returns.

However, the Debtors and the Committee are reviewing the structure of the VCLF Transaction to determine whether such transaction may be structure in a manner that preserve to the greatest extent possible the Debtors’ existing tax attributes.

This summary assumes that the Debtors will liquidate in connection with the Plan and that no corporation will succeed to Patriot’s tax attributes. In the event that the Debtors do not liquidate or there are tax successors to the Debtors, the results will be different than those described below.

**This discussion is limited to the federal tax issues addressed in this Disclosure Statement. Additional issues may exist that are not addressed in this discussion and that could affect the federal tax treatment of consummation of the Plan. This discussion was written in connection with the promotion or marketing by the Debtors of the Plan, and it cannot be used by any person for the purpose of avoiding penalties that may be asserted against the person under the IRC. Holders should seek their own advice based on their particular circumstances from an independent tax advisor.**

**B. Certain U.S. Federal Income Tax Consequences to the Debtors**

**1. Gain or Loss from the Transfer of Debtors' Assets**

Under the Plan, the Debtors expect to transfer certain of their assets to Blackhawk, a limited liability company treated as a partnership for U.S. federal income tax purposes and certain of their assets to VCLF. The Debtors expect both exchanges to be treated as a fully taxable event and expect to recognize taxable gain or loss based on the difference between the fair market value of the transferred assets and the Debtors' tax basis in these assets.

Pursuant to the Plan, the Debtors will transfer all remaining assets to a liquidating trust (*i.e.* the Liquidating Trust), which is intended to be treated as a grantor trust, for the benefit of certain Holders. The formation of the Liquidating Trust is a taxable event and the Debtors will be treated as though they transferred their assets to those certain Holders in a taxable transaction.

To the extent that the Debtors realize gain from the transfer of assets in the above transactions, the Debtors believe that they will have sufficient net operating losses ("NOLs") to offset any gain, although there could be some liability to the Debtors in certain states and under the federal alternative minimum tax.

The Plan also provides that the equity of one or more reorganized Debtors may be transferred to the Liquidating Trust. To the extent that that occurs and the reorganized Debtor is a corporation for tax purposes, such Debtor would not recognize gain or loss in the transfer and such Debtor would retain its tax basis in its remaining assets and any remaining tax attributes, subject to reduction as described below.

**2. Cancellation of Debt and Reduction of Attributes**

The IRS provides that a debtor in a bankruptcy case must reduce certain of its tax attributes, such as NOLs, NOL carryforwards, tax credits, and tax basis in assets, by the amount of any cancellation of indebtedness ("COD") income realized upon consummation of the Plan. COD income is the amount by which the indebtedness discharged (reduced by any unamortized discount) exceeds any consideration given in exchange therefore, subject to certain statutory or judicial exceptions that can apply to limit the amount of COD income (such as where the payment of the canceled debt would have given rise to a tax deduction). The reduction of tax attributes occurs at the beginning of the taxable year following the taxable year in which the COD income was realized. Because the Debtors will have transferred all of their assets to Blackhawk, VCLF, or to the Liquidating Trust, the only tax attributes that will remain subject to reduction will be the Debtors' NOLs and tax credits that remain following the transfer of the assets. The Debtors expect that any such remaining NOLs and tax credits will be reduced or eliminated, but that the Debtors will not have any U.S. federal income tax liability as a result of the COD income.

To the extent that any Debtors remain in existence and are transferred to the Liquidating Trust, and retain any NOLs or tax credits following reduction for COD income, the use of such NOLs and tax credits will be subject to limitation under section 382 of the IRC.

**C. Certain U.S. Federal Income Tax Consequences to the Holders of Claims and Interests**

**1. Consequences to Holders of Prepetition ABL Facility Claims, Prepetition LC Facility Claims, Prepetition Term Loan Facility Claims, Prepetition Notes Claims, and General Unsecured Claims.**

For the purposes of the following discussion of tax consequences to Holders, the character of any recognized gain as capital gain or ordinary income will be determined by a number of factors, including the tax status of the Holder, the nature of the Claim in such Holder's hands (including whether the Claim constitutes a capital asset), whether and to what extent the Holder has previously claimed a bad-debt deduction with respect to its Claim, whether the Claim was purchased at a discount (discussed below), and whether any part of the Holder's recovery is treated as being on account of accrued but unpaid interest (discussed below).

**a. Holders of Prepetition ABL Facility Claims**

Holders of Prepetition ABL Facility Claims that receive a combination of cash and Combined Company New ABL pursuant to the Plan generally will realize income, gain or loss. With respect to the Combined Company New ABL, Holders will realize income, gain or loss if either (i) such Holder is treated as having received interest, damages, or other income in connection with the exchange or (ii) such exchange is considered a “significant modification” of the Claim. The Debtors expect the exchange will be a significant modification. A Holder with such Claim will recognize capital gain or loss in the amount of the difference between (i) the sum of issue price (as described below) of the Combined Company New ABL and the amount of any cash consideration received by the Holder and (ii) such Holder’s basis in the Claims. To the extent that any gain is recognized with respect to Claims that were acquired with market discount (as described below) or is attributable to accrued but untaxed interest on such Claims (as described below), Holders with such Claims will be required to include such amount as ordinary income. A Holders’ holding period for the Combined Company New ABL should begin on the day following the Effective Date.

**b. Prepetition LC Facility Claims**

Holders of Prepetition LC Facility Claims that receive ~~letters of credit issued under the~~ Combined Company ~~First~~Second Lien ~~L/C~~Term Loans and Prepetition LC Facility Rights pursuant to the Plan will generally realize gain or loss if either (i) such Holder is treated as having received interest, damages, or other income in connection with the exchange or (ii) such exchange is considered a “significant modification” of the Claim. The Debtors expect the exchange will be a significant modification and a Holder with such a Claim will recognize capital gain or loss in the amount of the difference between (i) the issue price (as described below) of the ~~letters of credit under the~~ Combined Company ~~First~~Second Lien ~~L/C~~Facility Term Loans received by the Holder and the fair market value of the Prepetition LC Facility Rights and (ii) such Holder’s basis in the Claim. To the extent that any gain is recognized with respect to Claims that were acquired with market discount (as described below) or is attributable to accrued but untaxed interest on such Claims (as described below), Holders with such Claims will be required to include such amount as ordinary income. A Holders’s holding period for the ~~letters of credit issued under the~~ Combined Company ~~First~~Second Lien ~~L/C~~Facility Term Loans should begin on the day following the Effective Date. A Holder’s basis in the Prepetition LC Facility Rights will be equal to fair market value of the Rights.

**c. Holders of Prepetition Term Loan Facility Claims**

~~Holders of Prepetition Term Loan Facility Claims that receive (i) Combined Company Second Lien PIK Loans and (ii) the Rights contemplated by the First Lien Rights Offering will realize income, gain or loss if either (i) such Holder is~~

Holders of Prepetition Term Loan Facility Claims will receive the Prepetition Term Loan Rights and a pro rata share of the GUC Distribution Pool, which will generally be either assets placed in the Liquidating Trust or the VCLF Equity Grant. Holders will recognize gain or loss equal to the difference between (A) the fair market value of (i) such Holder’s share of the Liquidating Trust or VCLF Equity and (ii) the Prepetition Term Loan Rights and (B) such Holder’s adjusted basis in such Prepetition Term Loan Facility Claims. To the extent that any gain is recognized with respect to Claims that were acquired with market discount (as described below) or is attributable to accrued but untaxed interest on such Claims (as described below), Holders with such Claims will be required to include such amount as ordinary income. A Holder’s basis in the Prepetition Term Loan Rights will be equal to the fair market value of the Rights.

Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, pursuant to Treasury Regulation section 301.7701-4(d) and related regulations, the Debtors believe that the Liquidating Trustee intends to take a position on the Liquidating Trust’s tax return that the Liquidating Trust should be treated as ~~having received interest, damages, or other~~ a grantor trust established for the benefit of Holders of Allowed General Unsecured Claims for U.S. federal income ~~in connection with the~~ tax purposes. The VCLF Equity Grant will likely consist of member interests in VCLF, a limited liability company, but it is unclear whether VCLF will elect to be taxed as a corporation or will instead be taxed as a partnership for U.S. income tax purposes. Holders of Allowed Prepetition Term Loan Facility Claims that receive a beneficial interest in the Liquidating Trust will be treated for



~~U.S. federal income tax purposes as receiving their Pro Rata shares of the Liquidating Trust Assets and the Liquidating Trust Funding Mechanism transferred to the Liquidating Trust from the Debtors in a taxable exchange or (ii) such~~ for their Allowed Claims and then contributing such Pro Rata shares to the Liquidating Trust in exchange is considered a “significant modification” of the Claim. The Debtors expect the exchange will be a significant modification and a Holder with such Claim for beneficial interests in the Liquidating Trust. Holders generally will recognize capital gain or loss ~~in the amount of~~ equal to the difference between (i) the ~~sum of the issue price (as described below) of the Combined Company Second Lien PIK Loans and the~~ fair market value of the ~~Rights received by the Holder~~ Holders’ respective share of the Liquidating Trust Assets or the VCLF Equity Grant and (ii) ~~such Holder’s~~ the Holders’ respective adjusted basis in ~~the Claims~~ such Claims. To the extent that any gain is recognized with respect to Claims that were acquired with market discount (as described below) or is attributable to accrued but untaxed interest on such Claims (as described below), Holders with such Claims will be required to include such amount as ordinary income. Holders of such Allowed Claims that receive a beneficial interest in the Liquidating Trust or Holders that receive VCLF Equity if VCLF is taxed as a partnership will be required to report on their U.S. federal income tax returns for each year their share of the Liquidating Trust’s or VCLF’s items of income, gain, loss, deduction, and credit recognized by the Liquidating Trust or VCLF for such year. This may result in such Holders being subject to tax on their allocable share of the Liquidating Trust’s taxable income prior to receiving any cash distributions from the Liquidating Trust or VCLF. Holders of Allowed Prepetition Term Loan Facility Claims that receive a beneficial interest in the Liquidating Trust are urged to consult their tax advisors regarding the tax consequences of the right to receive and of the receipt (if any) of property from the Liquidating Trust.

To the extent that the Liquidating Trust carries on an operating business (either directly or through one or more reorganized Debtors) it may not qualify as a grantor trust under Treasury Regulations section 301.7701-4(d) in which case it may be subject to a separate entity level tax as if it were a corporation. Holders of Prepetition Term Loan Facility Claims are encouraged to consult their tax advisors regarding the tax treatment of the Liquidating Trust.

**d. Holders of Prepetition Notes Claims and General Unsecured Claims**

~~A holder of Prepetition Notes Claims generally will recognize gain or loss as a result of the transactions under the Plan. Accordingly, such a Holder generally will recognize gain or loss equal to the sum of (A) the difference between (i) the fair market value of the Prepetition Notes Claims exchanged for the New Class B Units (which should generally equal the fair market value of the New Class B Units) and (ii) the Holder’s adjusted basis in such Prepetition Notes Claim and (B) the difference between (i) the fair market value of the Rights contemplated by the Second Lien Rights Offering and the issue price (as defined below) of the Combined Company Second Lien PIK Loans received by such Holder in exchange for Prepetition Notes Claims and (ii) the Holder’s adjusted basis in such Prepetition Notes Claims.~~

**e. ~~General Unsecured Claims~~**

Holders of General Unsecured Claims and Prepetition Notes Claims will receive a pro rata share of the GUC Distribution Pool, which will generally be either the assets placed in the Liquidating Trust or the VCLF Equity Grant. Subject to definitive guidance from the IRS or a court of competent jurisdiction to the contrary, pursuant to Treasury Regulation section 301.7701-4(d) and related regulations, the Debtors believe that the Liquidating Trustee intends to take a position on the Liquidating Trust’s tax return that the Liquidating Trust should be treated as a grantor trust established for the benefit of Holders of Allowed General Unsecured Claims for U.S. federal income tax purposes. The VCLF Equity Grant will likely consist of member interests in VCLF, a limited liability company, but it is unclear whether VCLF will elect to be taxed as a corporation or will instead be taxed ~~or as~~ as a partnership ~~the for~~ for U.S. income tax purposes. Holders of Allowed General Unsecured Claims and Prepetition Notes Claims that receive a beneficial interest in the Liquidating Trust will be treated for U.S. federal income tax purposes as receiving their Pro Rata shares of the Liquidating Trust Assets and the Liquidating Trust Funding Mechanism transferred to the Liquidating Trust from the Debtors in a taxable exchange for their Allowed ~~General Unsecured~~ Claims and then contributing such Pro Rata shares to the Liquidating Trust in exchange for beneficial interests in the Liquidating Trust. Holders generally will recognize gain or loss equal to the difference between (i) the fair market value of the Holders’ respective share of the Liquidating Trust Assets or the VCLF Equity Grant and (ii) the Holders’ respective adjusted basis in such Claims. To the extent that any gain is recognized with respect to Claims that were acquired

with market discount (as described below) or is attributable to accrued but untaxed interest on such Claims (as described below), Holders with such Claims will be required to include such amount as ordinary income. Holders of such Allowed ~~General Unsecured~~ Claims that receive a beneficial interest in the Liquidating Trust or Holders that receive VCLF Equity if VCLF is taxed as a partnership will be required to report on their U.S. federal income tax returns for each year their share of the Liquidating Trust's or VCLF's items of income, gain, loss, deduction, and credit recognized by the Liquidating Trust or VCLF for such year. This may result in such Holders being subject to tax on their allocable share of the Liquidating Trust's taxable income prior to receiving any cash distributions from the Liquidating Trust or VCLF. Holders of Allowed General Unsecured Claims and Prepetition Notes Claims that receive a beneficial interest in the Liquidating Trust are urged to consult their tax advisors regarding the tax consequences of the right to receive and of the receipt (if any) of property from the Liquidating Trust.

To the extent that the Liquidating Trust carries on an operating business (either directly or through one or more reorganized Debtors) it may not qualify as a grantor trust under Treasury Regulations section 301.7701-4(d) in which case it may be subject to a separate entity level tax as if it were a corporation. Holders of General Unsecured Claims and Prepetition Notes Claims are encouraged to consult their tax advisors regarding the tax treatment of the Liquidating Trust.

**f.e. Original Issue Discount and Issue Price**

A debt instrument, is treated as issued with original issue discount ("OID") for U.S. federal income tax purposes if its issue price is less than its stated redemption price at maturity by at least a de minimis amount. A debt instrument's stated redemption price at maturity includes all principal and interest payable over the term of the debt instrument, other than "qualified stated interest." Stated interest is "qualified stated interest" if it is unconditionally payable in cash at least annually. Payment-in-kind ("PIK") interest will generally not be "qualified stated interest."

The issue price of each of the Combined Company New ABL, the Combined Company First Lien ~~L/C Facility~~ Term Loans, and the Combined Company Second Lien ~~PIK Notes~~ Term Loans will depend on whether a substantial amount of either such new debt, or the Claims for which such debt is exchanged is considered to be "traded on an established market." In general, a debt instrument will be treated as traded on an established market if, at any time during the 31-day period ending 15 days after the issue date: (a) a "sales price" for an executed purchase of the debt instrument appears on a medium that is made available to issuers of debt instruments, persons that regularly purchase or sell debt instruments, or persons that broker purchases or sales of debt instruments; (b) a "firm" price quote for the debt instrument is available from at least one broker, dealer or pricing service for property and the quoted price is substantially the same as the price for which the person receiving the quoted price could purchase or sell the property; or (c) there are one or more "indicative" quotes available from at least one broker, dealer or pricing service for property.

If a new debt instrument is traded on an established market its issue price will equal its fair market value on the Effective Date. If a new debt instrument is not traded on an established market and the exchanged Claims are traded on an established market at the time of the exchange, the issue price of the new Debt will be equal to the fair market value of the exchanged Claims on the Effective Date (reduced by the amount of cash and the fair market value of any other property received by Holders in exchange for such Claim). If neither the new debt nor the exchanged Claims are traded on an established market at the time of the exchange, the issue price of the new debt instrument will generally equal its stated principal amount.

A Holder receiving an interest in new debt, if it is issued with OID, will generally be required to include any OID in income over the term of such debt in accordance with a constant yield-to-maturity method, regardless of whether the Holder is a cash or accrual method taxpayer, and regardless of whether and when the Holder receives cash payments of interest on its new debt (other than cash attributable to qualified stated interest, which is includible in income in accordance with the Holder's normal method of tax accounting). Accordingly, a Holder could be treated as receiving income in advance of a corresponding receipt of cash. Any OID that a Holder includes in income will increase the tax basis of the Holder in its interest in the new Combined Company debt instrument. An interest in a new Combined Company debt instrument will not be separately taxable on any cash payments that have already been taxed under the OID rules, but will reduce such Holder's tax basis in such debt by the amount of such payments.

The Debtors expect that the Combined Company New ABL, ~~Combined Company First Lien Term Loans, Combined Company First Lien L/C Facility~~ and the Combined Company Second Lien PIK Term Loans will be properly treated as publicly traded under these rules. Accordingly, the Debtors expect that the issue price of the debt instruments described in the preceding sentence, for U.S. federal income tax purposes, will equal their fair market value on the Effective Date.

**g.f. Exercise of Rights**

A Holder that elects not to exercise the Rights may be entitled to claim a (likely short-term capital) loss equal to the amount of tax basis allocated to the Rights, subject to any limitations on such Holder's ability to utilize capital losses. Such Holders are urged to consult with their own tax advisors as to the tax consequences of electing not to exercise the Rights.

A Holder that elects to exercise the Rights will be treated as purchasing, in exchange for its Rights and the amount of Cash funded by the Holder to exercise the Rights, ~~the additional existing Blackhawk indebtedness which will be exchanged immediately for Combined Company First Lien Term Loans and Combined Company Second Lien PIK Notes and (in the case of holders of the Prepetition Notes Claims) the additional New Class B Units it is entitled to pursuant to the Rights Term Loans.~~ Such a purchase will generally be treated as the exercise of an option under general tax principles, and as such Holder should not recognize income, gain, or loss for U.S. federal income tax purposes when it exercises the Rights. A Holder's aggregate tax basis in the Combined Company First Lien Term Loans and Combined Company Second Lien PIK Notes and New Class B Units (if any) Term Loans and will equal the sum of (i) the amount of Cash paid by the Holder to exercise its Rights plus (ii) such Holder's tax basis in its Rights immediately before the option is exercised. A Holder's holding period for the Combined Company First Lien Term Loans or Combined Company Second Lien PIK Notes and any New Class B Units Term Loans received on the Effective Date pursuant to the exercise of the Rights should begin on the day following the Effective Date.

**h.g. Market Discount**

Under the "market discount" provisions of sections 1276 through 1278 of the IRC, some or all of any gain realized by a Holder exchanging the debt instruments constituting its Claim may be treated as ordinary income (if it would have instead been treated as capital gain), to the extent of the amount of accrued "market discount" on the debt constituting the surrendered Claim.

In general, a debt instrument is considered to have been acquired with "market discount" if it is acquired other than on original issue and if the Holder's adjusted tax basis in the debt instrument is less than (a) the sum of all remaining payments to be made on the debt instrument, excluding "qualified stated interest," or (b) in the case of a debt instrument issued with "original issue discount," its adjusted issue price, by at least a *de minimis* amount (equal to 0.25 percent of the sum of all remaining payments to be made on the debt instrument, excluding qualified stated interest, multiplied by the number of remaining whole years to maturity).

Any gain recognized by a Holder on the taxable disposition (determined as described above) of debts that it acquired with market discount should be treated as ordinary income to the extent of the market discount that accrued thereon while such debt was considered to be held by the Holder (unless the Holder elected to include market discount in income as it accrued).

**i.h. Accrued but Untaxed Interest**

To the extent that any Claim is based upon any obligation or instrument that is treated for U.S. federal income tax purposes as indebtedness of any Debtor and has any accrued but unpaid interest thereon, any distribution received by the Holder of such Claim shall be allocated first to the principal amount of the Claim (as determined for U.S. federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to accrued but unpaid interest (including any accrued original issue discount). Any such amount attributable to accrued but unpaid interest should be taxable to the Holder as interest income, if such amount has not been previously included in the Holder's gross income for U.S. federal income tax purposes. Conversely, a Holder may be able to recognize a deductible loss (or, possibly, a write-off against a reserve for bad debts) to the extent that any

accrued interest (including any original issue discount) was previously included in the Holder's gross income but was not paid in full by the Debtors.

**j.i. Long-Term Capital Gain Treatment**

With regard to gain or loss that is capital in nature, such gain or loss should be long term capital gain or loss if the Claims were held for more than one year by the Holder.

**2. Information Reporting and Backup Withholding**

Distributions or payments made pursuant to the Plan may be subject to backup withholding unless the Holder to which distribution or payment is made: (i) is included in certain exempt categories of persons (which generally include corporations) and, when required, demonstrates that fact; or (ii) provides a correct taxpayer identification number and certifies under penalty of perjury that the taxpayer identification number is correct and that the Holder is not subject to backup withholding because of a failure to report all dividend and interest income. Amounts withheld under the backup withholding rules are not additional taxes and may be refunded or credited against the Holder's U.S. federal income tax liability, provided required information is timely furnished to the IRS.

Each Debtor and Disbursing Agent will withhold all amounts required by law to be withheld from payments of interest. Each Debtor and Disbursing Agent will comply with all applicable reporting requirements of the IRC.

THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN ARE COMPLEX. THE FOREGOING SUMMARY DOES NOT DISCUSS ALL ASPECTS OF U.S. FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO A PARTICULAR HOLDER IN LIGHT OF SUCH HOLDER'S CIRCUMSTANCES AND INCOME TAX SITUATION. ALL HOLDERS OF CLAIMS AGAINST AND INTERESTS IN THE DEBTORS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF THE TRANSACTION CONTEMPLATED BY THE RESTRUCTURING, INCLUDING THE APPLICABILITY AND EFFECT OF ANY STATE, LOCAL, OR FOREIGN TAX LAWS, AND OF ANY CHANGE IN APPLICABLE TAX LAWS.

**ARTICLE XIII.  
RECOMMENDATION**

In the opinion of the Debtors, the Plan is preferable to all other available alternatives and provides for a larger distribution to the Debtors' creditors than would otherwise result in any other scenario. Accordingly, the Debtors recommend that Holders entitled to vote on the Plan vote to accept the Plan and support Confirmation.

Dated: ~~August 21~~ September 18, 2015

Respectfully submitted,

Patriot Coal Corporation  
(for itself and all Debtors)

By: /s/ Ray Dombrowski  
Name: Ray Dombrowski  
Title: Chief Restructuring Officer

**SCHEDULE 1**

Debtor Entities

- Patriot Coal Corporation
- Apogee Coal Company, LLC
- Appalachia Mine Services, LLC
- Black Stallion Coal Company, LLC
- Brody Mining, LLC
- Catenary Coal Company, LLC
- Central States Coal Reserves of Kentucky, LLC
- Colony Bay Coal Company LLC
- Corydon Resources LLC
- Coyote Coal Company LLC
- Dodge Hill Mining Company, LLC
- Eastern Associated Coal, LLC
- Eastern Royalty, LLC
- Emerald Processing, L.L.C.
- Gateway Eagle Coal Company, LLC
- Grand Eagle Mining, LLC
- Heritage Coal Company LLC
- Highland Mining Company, LLC
- Hillside Mining Company LLC
- Hobet Mining, LLC
- Jupiter Holdings LLC
- Kanawha Eagle Coal, LLC
- Kanawha River Ventures III, LLC
- Little Creek LLC
- Midland Trail Energy LLC
- Midwest Coal Resources II, LLC
- Mountain View Coal Company, LLC
- Panther LLC
- Patriot Coal Company, L.P.
- Patriot Coal Holdings I LLC
- Patriot Coal Holdings II LLC
- Patriot Coal Sales LLC
- Patriot Coal Services LLC
- Patriot Leasing Company LLC
- Patriot Midwest Holdings, LLC
- Patriot Reserve Holdings, LLC
- Patriot Ventures LLC
- Pine Ridge Coal Company, LLC
- Remington LLC
- Rhino Eastern JV Holding Company LLC
- Rivers Edge Mining LLC
- Robin Land Company, LLC
- Speed Mining LLC
- Thunderhill Coal LLC
- Wildcat Energy LLC
- Wildcat, LLC
- Will Scarlet Properties LLC
- WWMV JV Holding Company LLC