

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF VIRGINIA  
ROANOKE DIVISION**

**In re:**

**XINERGY LTD., *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 15-70444 (PMB)**

**(Jointly Administered)**

**GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODS  
AND DISCLAIMER REGARDING THE DEBTORS' SCHEDULES OF  
ASSETS AND LIABILITIES AND STATEMENTS OF FINANCIAL AFFAIRS**

The above captioned debtors and debtors-in-possession (collectively, the “Debtors”) are filing their respective Schedules of Assets and Liabilities (the “Schedules”) and Statements of Financial Affairs (the “Statements” and, with the Schedules, the “Schedules and Statements”) in the United States Bankruptcy Court for the Western District of Virginia, Roanoke Division (the “Bankruptcy Court”). The Debtors, with the assistance of their advisors, prepared the Schedules and Statements in accordance with section 521 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”) and Rule 1007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

These Global Notes and Statement of Limitations, Methods and Disclaimer Regarding the Debtors’ Schedules and Statements (collectively, the “Global Notes”) pertain to, are incorporated by reference in, and comprise an integral part of, all the Schedules and Statements. These Global

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<sup>1</sup> The Debtors, along with the last four digits of each Debtor’s federal tax identification number, are listed on Schedule 1 attached hereto.

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and Debtors in Possession*

Notes should be referred to, and reviewed in connection with, any review of the Schedules and Statements.<sup>2</sup>

The Schedules and Statements have been prepared by the Debtors' management and their advisors and are unaudited and subject to further review and potential adjustment. In preparing the Schedules and Statements, the Debtors relied on financial data derived from their books and records that was available at the time of preparation. The Debtors have made reasonable efforts to ensure the accuracy and completeness of such financial information, however, subsequent information or discovery may result in material changes to the Schedules and Statements and inadvertent errors, omissions or inaccuracies may exist. The Debtors reserve all rights to amend or supplement their Schedules and Statements.

**Reservation of Rights.** Nothing contained in the Schedules and Statements or these Global Notes shall constitute a waiver of any of the Debtors' rights or an admission with respect to their chapter 11 cases including, but not limited to, any issues involving objections to claims, substantive consolidation, equitable subordination, defenses, characterization or re-characterization of contracts, assumption or rejection of contracts under the provisions of chapter 3 of the Bankruptcy Code and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code or any other relevant applicable laws to recover assets or avoid transfers.

**Description of the Cases and "As of" Information Date.** On April 6, 2015 (the "Petition Date"), each of the Debtors filed a voluntary petition for relief with the Court under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses and managing their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. On April 8, 2015, the Court entered an order jointly administering these cases pursuant to Bankruptcy Rule 1015(b).

Unless otherwise indicated (see Note regarding Totals below), all amounts listed in the Schedules and Statements are as of the Petition Date.

**Basis of Presentation.** Xinergy Ltd. files consolidated financial reports with the Ontario Securities Commission (the "OSC"). These statements include Xinergy Ltd. and each of its wholly-owned subsidiaries. Unlike the consolidated financial statements, the Schedules and Statements, except where otherwise indicated, reflect the assets and liabilities of each Debtor on a non-consolidated basis. Accordingly, the totals listed in the Schedules and Statements will likely differ, at times materially, from the consolidated financial reports prepared by the Debtors for public reporting purposes or otherwise.

For purposes of the Schedules and Statements, the Debtors used reasonable efforts to attribute the assets and liabilities to the proper legal entity; however, because of the consolidated nature of

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<sup>2</sup> These Global Notes are in addition to any specific notes contained in each Debtor's Schedules or Statements. The fact that the Debtors have prepared a "General Note" with respect to any of the Schedules and Statements and not to others should not be interpreted as a decision by the Debtors to exclude the applicability of such General Note to any of the Debtors' remaining Schedules and Statements, as appropriate.

the Debtors' bookkeeping, it is possible that not all assets or liabilities have been recorded at the correct legal entity on the Schedules and Statements. As such, the Debtors reserve all rights to amend these Schedules and Statements accordingly.

Although the Schedules and Statements may, at times, incorporate information prepared in accordance with generally accepted accounting principles ("GAAP") and/or the International Financial Reporting Standards ("IFRS") issued by the International Accounting Standard Board ("IASB"), the Statements and Schedules neither purport to represent nor reconcile financial statements otherwise prepared and/or distributed by the Debtors in accordance with GAAP, IFRS, or otherwise. Moreover, given, among other things, the uncertainty surrounding the collection and ownership of certain assets and the valuation and nature of certain liabilities, to the extent that a Debtor shows more assets than liabilities, this is not an admission that the Debtor was solvent at the Petition Date or at any time prior to the Petition Date. Likewise, to the extent that a Debtor shows more liabilities than assets, this is not an admission that the Debtor was insolvent at the Petition Date or any time prior to the Petition Date.

**Causes of Action.** The Debtors reserve all of their rights with respect to any causes of action they may have, and neither these Global Notes nor the Schedules and Statements shall be deemed a waiver of any such causes of action. The Schedules and Statements do not include administrative or other proceedings to determine coverage under workers' compensation programs.

**Confidentiality.** There may be instances within the Schedules and Statements where names, addresses or amounts have been left blank. Due to the nature of an agreement between the Debtors and the third party, concerns of confidentiality or concerns for the privacy of an individual, the Debtors may have deemed it appropriate and necessary to avoid listing such names, addresses and amounts.

**Consolidated Entity Accounts Payable and Disbursement Systems.** Although separate accounts payable systems are maintained, the Debtors operate their businesses as a consolidated entity and, as such, although efforts have been made to attribute open payable amounts and/or payments to the correct legal entity, the Debtors reserve their right to modify or amend their schedules to attribute such payable to a different legal entity. Payments made are listed by the entity making such payment notwithstanding that certain payments will have been made on behalf of another entity.

**Intercompany Claims.** Receivables and payables among the Debtors in these cases (each an "Intercompany Receivable" or "Intercompany Payable" and, collectively, the "Intercompany Claims") are reported as assets on Schedule B or liabilities on Schedule F as appropriate.

These Intercompany Claims may or may not result in allowed or enforceable claims by or against a given Debtor. In situations where there is not an enforceable claim, the assets and/or liabilities of the applicable Debtor will be greater or lesser than the amounts stated herein. While the Debtors have used reasonable efforts to account for intercompany balances, the Debtors reserve all rights to amend the Intercompany Claims in the Schedules and Statements.

**Insiders.** For purposes of the Schedules and Statements, the Debtors define “insiders” pursuant to section 101(31) as (a) directors, (b) officers, (c) those in control of the Debtors, (d) relatives of directors, officers, or persons in control of the Debtors and (e) non-debtor affiliates. Payments to insiders listed in (a) through (d) above are set forth on Statement 3c.

Persons listed as “insiders” have been included for informational purposes only. The Debtors do not take any position with respect to (a) such person’s influence over the control of the Debtors, (b) the management responsibilities or functions of such individual, (c) the decision-making or corporate authority of such individual or (d) whether such individual could successfully argue that he or she is not an “insider” under applicable law, including, without limitation, the federal securities laws, or with respect to any theories of liability or for any other purpose.

**Summary of Significant Reporting Policies.** The following is a summary of certain significant reporting policies:

- a. **Foreign Currency.** Unless otherwise indicated, all amounts are reflected in U.S. dollars.
- b. **Current Market Value — Net Book Value.** In many instances, current market valuations are neither maintained by nor readily available to the Debtors. It would be prohibitively expensive and unduly burdensome to obtain current market valuations of the Debtors’ property interests that are not maintained or readily available. Accordingly, unless otherwise indicated, the Schedules and Statements reflect the net book values, rather than current market values, of the Debtors’ assets as of the Petition Date and may not reflect the net realizable value. For this reason, amounts ultimately realized will vary, at some times materially, from net book value.
- c. **Paid Claims.** Pursuant to certain first-day orders issued by the Bankruptcy Court (the “First Day Orders”), the Bankruptcy Court has authorized the Debtors to pay certain outstanding prepetition claims, such as certain employee wages and benefit claims, claims for taxes and fees, claims of certain critical vendors, claims related to insurance policies and premiums. Unless otherwise stated, these Schedules reflect (and do not list) prepetition obligations that have been satisfied pursuant to such First Day Orders. Notwithstanding best efforts, certain claims paid pursuant to a First Day Order may inadvertently be listed in the Schedules, and the Debtors may pay some of the claims listed on the Schedules in the ordinary course of business during these cases pursuant to such First Day Orders or other court orders. To the extent claims listed on the Schedules have been paid pursuant to an order of the Bankruptcy Court (including the First Day Orders), the Debtors reserve all rights to amend or supplement their Schedules and Statements as is necessary and appropriate. Moreover, certain of the First Day Orders preserve the rights of parties in interest to dispute any amounts paid pursuant to First Day Orders. Nothing herein shall be deemed to alter the rights of any party

in interest to contest a payment made pursuant to a First Day Order that preserves such right to contest.

- d. **Setoffs.** Certain Debtors routinely incur certain setoffs and other similar rights from customers or suppliers in the ordinary course of business. Setoffs in the ordinary course can result from various items including, but not limited to, intercompany transactions, pricing discrepancies, returns, warranties, and other disputes between the Debtors and their customers and/or suppliers. These normal setoffs and other similar rights are consistent with the ordinary course of business in the Debtors' industries and can be particularly voluminous, making it unduly burdensome and costly for the Debtors to list such ordinary course setoffs. Therefore, although such setoffs and other similar rights may have been accounted for when scheduling certain amounts, setoffs are not independently accounted for, and as such, are excluded from the Debtors' Schedules and Statements.
- e. **Credits and Adjustments.** The claims of individual creditors for, among other things, goods, products, services or taxes are listed as the amounts entered on the Debtors' books and records and may not reflect credits, allowances or other adjustments due from such creditors to the Debtors. The Debtors reserve all of their rights with regard to such credits, allowances and other adjustments, including the right to assert claims objections and/or setoffs with respect to same.
- f. **Accounts Receivable.** The accounts receivable information listed on Schedule B includes net receivables from the Debtors' customers which receivables are calculated net of any amounts that, as of the Petition Date, may be owed to such customers through any price adjustments pursuant to the Debtors' coal sale agreements. A claim is listed on Schedule F to the extent that a net payable remains to a given customer.
- g. **Mechanics' Liens.** The inventories, property and equipment listed in these Statements and Schedules are presented without consideration of any mechanics' liens.
- h. **Leases.** In the ordinary course of business, the Debtors may lease certain fixtures and equipment from certain third party lessors for use in the daily operation of their business. The Debtors' obligations pursuant to operating leases have been listed on Schedule F. The underlying lease agreements are listed on Schedule G. Nothing in the Schedules and Statements is or shall be construed as an admission as to the determination of the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all rights with respect to such issues.

**Undetermined Amounts.** The description of an amount as "unknown" or "undetermined" is not intended to reflect upon the materiality of such amount.

**Estimates.** To timely close the books and records of the Debtors as of the Petition Date and to prepare such information on a legal entity basis, the Debtors were required to make certain estimates and assumptions that affect the reported amounts of assets and reported revenue and expenses as of the Petition Date. The Debtors reserve all rights to amend the reported amounts of assets, reported revenue and expenses to reflect changes in those estimates and assumptions.

**Totals.** The asset totals listed on Schedules A and B and the liability totals listed on Schedule D represent all known amounts included in the Debtors' books and records as of the Petition Date. The liability totals listed on Schedule F, however, may reflect post-petition payments on prepetition claims made pursuant to First Day Orders, as noted above. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total.

**Classifications.** Listing a claim (a) on Schedule D as "secured," (b) on Schedule E as "priority," (c) on Schedule F as "unsecured priority," or (d) listing a contract or lease on Schedule G as "executory" or "unexpired," does not constitute an admission by the Debtors of the legal rights of the claimant, or a waiver of the Debtors' right to recharacterize or reclassify such claim or contract.

**Claims Description.** Any failure to designate a claim on a given Debtor's Schedules as "disputed," "contingent," or "unliquidated" does not constitute an admission by the Debtor that such amount is not "disputed," "contingent" or "unliquidated." The Debtors reserve all rights to dispute, or to assert any offsets or defenses to, any claim reflected on their respective Schedules on any grounds including, without limitation, amount, liability, validity, priority or classification, or to otherwise subsequently designate any claim as "disputed," "contingent" or "unliquidated." Listing a claim does not constitute an admission of liability by the Debtors, and the Debtors reserve the right to amend the Schedules accordingly.

**Guaranties and Other Secondary Liability Claims.** The Debtors have used their best efforts to locate and identify guaranties and other secondary liability claims (collectively "Guaranties") in their executory contracts, unexpired leases, secured financing, debt instruments and other such agreements, however, a review of these agreements, specifically the Debtors' leases and contracts, is ongoing. Where such Guaranties have been identified, they have been included in the relevant Schedule. The Debtors have reflected the Guaranty obligations for both the primary obligor and the guarantors with respect to their secured financings and debt instruments on Schedule H. Certain guaranties with respect to the Debtors contracts and leases may not be included on Schedule H, but such Guaranties may be identified upon further review. Therefore, the Debtors reserve their rights to amend the Schedules to the extent additional Guaranties are identified.

**Schedule D — Creditors Holding Secured Claims.** Except as otherwise agreed pursuant to a stipulation and agreed order or general order entered by the Bankruptcy Court that is or becomes final, the Debtors and/or their estates reserve their right to dispute or challenge the validity, perfection or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a creditor listed on Schedule D of any Debtor. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims for informational purposes, no current valuation of the Debtors' assets in which such creditors may have a lien has been

undertaken. The Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument (including, without limitation, any intercompany agreement) related to such creditor's claim. In certain instances, a Debtor may be a co-obligor, co-mortgagor or guarantor with respect to scheduled claims of other Debtors, and no claim set forth on Schedule D of any Debtor is intended to acknowledge claims of creditors that are otherwise satisfied or discharged by other entities. The descriptions provided in Schedule D are intended only to be a summary. Reference to the applicable loan agreements and related documents and a determination of the creditors' compliance with applicable law is necessary for a complete description of the collateral and the nature, extent and priority of any liens. Nothing in the Global Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements or related documents.

Except as specifically stated herein, real property lessors, utility companies and other parties which may hold security deposits have not been listed on Schedule D. The Debtors have not included on Schedule D parties that may believe their claims are secured through setoff rights, deposit posted by, or on behalf of, the Debtors, or inchoate statutory lien rights. Although there are multiple parties that hold a portion of the notes issued pursuant to the indenture, only the collateral trustee/indenture trustee has been listed for purposes of Schedule D.

The Debtors' first lien secured loan has been listed on Schedule D because it was outstanding as of the Petition Date. However, that loan was paid in full with the proceeds from the Debtor's postpetition financing on or about April 8, 2015.

**Schedule E — Creditors Holding Unsecured Priority Claims.** The Debtors have not listed on Schedule E any tax, wage or wage-related obligations for which the Debtors' have been granted authority to pay pursuant to a First Day Order. The Debtors believe that all such claims have been or will be satisfied in the ordinary course during these chapter 11 cases pursuant to the authority granted in the relevant First Day Orders. The Debtors reserve their right to dispute or challenge whether creditors listed on Schedule E are entitled to priority claims.

**Schedule F — Creditors Holding Unsecured Nonpriority Claims.** The Debtors have attempted to relate all liabilities to each particular Debtor. As a result of the Debtors' consolidated operations, however, the reader should review Schedule F for all Debtors in these cases for a complete understanding of the unsecured debts of the Debtors.

Certain creditors may owe amounts to the Debtors and, as such, may have valid setoff and recoupment rights with respect to such amounts. Although the Debtors may have taken setoffs into account when scheduling the amounts owed to creditors, the Debtors reserve all rights to challenge such setoff and recoupment rights. The Debtors have not reduced the scheduled claims to reflect any such right of setoff or recoupment and reserve all rights to challenge any setoff and/or recoupment rights asserted. Additionally, certain creditors may assert mechanics', materialman's, or other similar liens against the Debtors for amounts listed on Schedule F. The Debtors reserve their right to dispute or challenge the validity, perfection or immunity from avoidance of any lien purported to be perfected by a creditor listed on Schedule F of any Debtor.

Schedule F does not contain information regarding pending litigation involving the Debtors that is covered by insurance policies.

**Schedule G — Executory Contracts and Unexpired Leases.** Although reasonable efforts have been made to ensure the accuracy of Schedule G regarding executory contracts and unexpired leases (collectively the “Agreements”), the review is ongoing and inadvertent errors, omissions or over-inclusion may have occurred. The Debtors may have entered into various other types of Agreements in the ordinary course of their business, such as indemnity agreements, supplemental agreements, amendments/letter agreements, and confidentiality agreements which may not be set forth in Schedule G. Omission of an Agreement from Schedule G does not constitute an admission that such omitted contract or agreement is not an executory contract or unexpired lease. Schedule G may be amended at any time to add any omitted Agreement. Likewise, the listing of an Agreement on Schedule G does not constitute an admission that such Agreement is an executory contract or unexpired lease or that such Agreement was in effect on the Petition Date or is valid or enforceable. The Agreements listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letter and other documents, instruments and agreements which may not be listed on Schedule G.

Any and all of the Debtors’ rights, claims and causes of action with respect to the Agreements listed on Schedule G are hereby reserved and preserved, and as such, the Debtors hereby reserve all of their rights to (i) dispute the validity, status, or enforceability of any Agreements set forth on Schedule G, (ii) dispute or challenge the characterization of the structure of any transaction, or any document or instrument related to a creditor’s claim, including, but not limited to, the Agreements listed on Schedule G and (iii) to amend or supplement such Schedule as necessary.

Certain of the Agreements listed on Schedule G may have been entered into by more than one of the Debtors. Additionally, the specific Debtor obligor(s) to certain of the Agreements could not be specifically ascertained in every circumstance. In such cases, the Debtors made reasonable efforts to identify the correct Debtors. Certain of the Agreements may not have been memorialized and could be subject to dispute. Any agreements that are oral in nature have also been included in Schedule G to the extent possible.

**Schedule H — Co-Debtors.** Each of the Debtors is a co-debtor with respect to the first lien secured loan and the notes issued under the indenture. For purposes of Schedule H, only the collateral trustee/indenture trustee is listed for notes issued under the indenture. Additionally, there may be instances where litigation is brought against multiple legal entities. Where appropriate, such litigation is listed on Schedule F of the appropriate Debtor but such litigation is not reflected in Schedule H.



## SCHEDULE 1

### Debtor Entities

- |  |   |
|--|---|
| 1. Xinergy Ltd. (3697)                   | 14. Whitewater Contracting, LLC (7740)        |
| 2. Xinergy Corp. (3865)                  | 15. Whitewater Resources, LLC (9929)          |
| 3. Xinergy Finance (US), Inc. (5692)     | 16. Shenandoah Energy, LLC (6770)             |
| 4. Pinnacle Insurance Group LLC (6851)   | 17. High MAF, LLC (5418)                      |
| 5. Xinergy of West Virginia, Inc. (2401) | 18. Wise Loading Services, LLC (7154)         |
| 6. Xinergy Straight Creek, Inc. (0071)   | 19. Strata Fuels, LLC (1559)                  |
| 7. Xinergy Sales, Inc. (8180)            | 20. True Energy, LLC (2894)                   |
| 8. Xinergy Land, Inc. (8121)             | 21. Raven Crest Mining, LLC (0122)            |
| 9. Middle Fork Mining, Inc. (1593)       | 22. Brier Creek Coal Company, LLC (9999)      |
| 10. Big Run Mining, Inc. (1585)          | 23. Bull Creek Processing Company, LLC (0894) |
| 11. Xinergy of Virginia, Inc. (8046)     | 24. Raven Crest Minerals, LLC (7746)          |
| 12. South Fork Coal Company, LLC (3113)  | 25. Raven Crest Leasing, LLC (7844)           |
| 13. Sewell Mountain Coal Co., LLC (9737) | 26. Raven Crest Contracting, LLC (7796)       |

B6 Summary (Official Form 6 - Summary) (12/14)

**United States Bankruptcy Court  
Western District of Virginia (Roanoke Division)**

In re **Xinergy Ltd.**

Debtor(s)

Case No. **15-70444**

Chapter **11**

**SUMMARY OF SCHEDULES**

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7,11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	<b>Yes</b>	<b>1</b>	<b>\$0.00</b>		
B - Personal Property	<b>Yes</b>	<b>3</b>	<b>\$36,968,445.51</b>		
C - Property Claimed as Exempt	<b>No</b>	<b>0</b>			
D - Creditors Holding Secured Claims	<b>Yes</b>	<b>1</b>		<b>\$215,000,000.00</b>	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	<b>Yes</b>	<b>1</b>		<b>\$0.00</b>	
F - Creditors Holding Unsecured Nonpriority Claims	<b>Yes</b>	<b>1</b>		<b>\$0.00</b>	
G - Executory Contracts and Unexpired Leases	<b>Yes</b>	<b>1</b>			
H - Codebtors	<b>Yes</b>	<b>6</b>			
I - Current Income of Individual Debtor(s)	<b>No</b>	<b>0</b>			<b>\$N/A</b>
J - Current Expenditures of Individual Debtor(s)	<b>No</b>	<b>0</b>			<b>\$N/A</b>
<b>TOTAL</b>		<b>14</b>	<b>\$36,968,445.51</b>	<b>\$215,000,000.00</b>	

B6A (Official Form 6A) (12/07)

In re Xinergy Ltd.

Case No. 15-70444

Debtor

**SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

**Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
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None

Sub-Total > **0.00** (Total of this page)  
 Total > **0.00**  
 (Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

B6B (Official Form 6B) (12/07)

In re Xinergy Ltd.

Case No. 15-70444

Debtor

**SCHEDULE B - PERSONAL PROPERTY**

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

**Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		<b>Operating Account Account # 392 TD Bank of Canada Corporate Office 8351 Walker Springs Ln Knoxville, TN 37932</b>	-	<b>33,708.04</b>
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.	X			
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.	X			
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.	X			
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
			Sub-Total >	<b>33,708.04</b>
			(Total of this page)	

2 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re Xinergy Ltd.

Case No. 15-70444

Debtor

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s). 11 U.S.C. § 521(c).)	<b>X</b>			
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	<b>X</b>			
13. Stock and interests in incorporated and unincorporated businesses. Itemize.		<b>See Exhibit B-13</b>	-	<b>Unknown</b>
14. Interests in partnerships or joint ventures. Itemize.	<b>X</b>			
15. Government and corporate bonds and other negotiable and nonnegotiable instruments.	<b>X</b>			
16. Accounts receivable.		<b>Intercompany Receivables Various Xinergy Subsidiaries</b>	-	<b>36,923,587.47</b>
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	<b>X</b>			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	<b>X</b>			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A - Real Property.	<b>X</b>			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	<b>X</b>			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	<b>X</b>			

Sub-Total > **36,923,587.47**  
(Total of this page)

Sheet 1 of 2 continuation sheets attached to the Schedule of Personal Property

B6B (Official Form 6B) (12/07) - Cont.

In re **Xinergy Ltd.** Debtor Case No. **15-70444**

**SCHEDULE B - PERSONAL PROPERTY**  
(Continuation Sheet)

Type of Property	N O N E	Description and Location of Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption
22. Patents, copyrights, and other intellectual property. Give particulars.	<b>X</b>			
23. Licenses, franchises, and other general intangibles. Give particulars.	<b>X</b>			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	<b>X</b>			
25. Automobiles, trucks, trailers, and other vehicles and accessories.	<b>X</b>			
26. Boats, motors, and accessories.	<b>X</b>			
27. Aircraft and accessories.	<b>X</b>			
28. Office equipment, furnishings, and supplies.	<b>X</b>			
29. Machinery, fixtures, equipment, and supplies used in business.	<b>X</b>			
30. Inventory.	<b>X</b>			
31. Animals.	<b>X</b>			
32. Crops - growing or harvested. Give particulars.	<b>X</b>			
33. Farming equipment and implements.	<b>X</b>			
34. Farm supplies, chemicals, and feed.	<b>X</b>			
35. Other personal property of any kind not already listed. Itemize.		<b>Purves Redman LTD.- Directors &amp; Officers - Prepaid Ins Premium</b>	<b>-</b>	<b>11,150.00</b>

Sub-Total > **11,150.00**  
(Total of this page)  
Total > **36,968,445.51**

Sheet **2** of **2** continuation sheets attached to the Schedule of Personal Property

(Report also on Summary of Schedules)

B6D (Official Form 6D) (12/07)

In re **Xinergy Ltd.**

Case No. **15-70444**

Debtor

**SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is a creditor, the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor", include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H", "W", "J", or "C" in the column labeled "Husband, Wife, Joint, or Community".

If the claim is contingent, place an "X" in the column labeled "Contingent". If the claim is unliquidated, place an "X" in the column labeled "Unliquidated". If the claim is disputed, place an "X" in the column labeled "Disputed". (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion" on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R H W J C	Husband, Wife, Joint, or Community			C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
		DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN							
Account No.									
<b>WBOX 2014-4 Ltd., Highbridge International, LLC &amp; Highbridge Tactical Credit &amp; Convertibles Master Fund, L.P. 3033 Excelsior Blvd, Suite 300 Minneapolis, MN 55416</b>	<b>X</b>								
		<b>12/1/2012</b>	<b>First Lien Secured Loan</b>						
			<b>Guarantee Security Interest in All Assets of Xinergy and Subsidiaries</b>						
		Value \$	<b>0.00</b>				<b>20,000,000.00</b>	<b>0.00</b>	
Account No.									
<b>Wells Fargo Bank as Trustee 7000 Central Park NE Suite 550 Atlanta, GA 30328</b>	<b>X</b>								
		<b>5/6/2011</b>	<b>Bond - Notes Payable</b>						
			<b>Guarantee Security Interest in All Assets of Xinergy and Subsidiaries</b>						
		Value \$	<b>0.00</b>				<b>195,000,000.00</b>	<b>0.00</b>	
Account No.									
		Value \$							
Account No.									
		Value \$							
Subtotal (Total of this page)								<b>215,000,000.00</b>	<b>0.00</b>
Total (Report on Summary of Schedules)								<b>215,000,000.00</b>	<b>0.00</b>

0 continuation sheets attached

In re **Xinergy Ltd.**

Case No. **15-70444**

Debtor

### SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

**TYPES OF PRIORITY CLAIMS** (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

**Domestic support obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

**Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

**Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$12,475\* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

**Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

**Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$6,150\* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

**Deposits by individuals**

Claims of individuals up to \$2,775\* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

**Taxes and certain other debts owed to governmental units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

**Commitments to maintain the capital of an insured depository institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

**Claims for death or personal injury while debtor was intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

\* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

0 continuation sheets attached



B6F (Official Form 6F) (12/07)

In re Xinergy Ltd. Case No. 15-70444  
 Debtor

**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	C O D E B T O R	Husband, Wife, Joint, or Community	C O N T I N G E N T	U N L I Q U I D A T E D	D I S P U T E D	AMOUNT OF CLAIM
		H W J C				
Account No.						
Account No.						
Account No.						
Account No.						
Subtotal (Total of this page)						
Total (Report on Summary of Schedules)						<b>0.00</b>

0 continuation sheets attached

B6G (Official Form 6G) (12/07)

In re Xinergy Ltd.

Case No. 15-70444

Debtor

### SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser", "Agent", etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no executory contracts or unexpired leases.

Name and Mailing Address, Including Zip Code, of Other Parties to Lease or Contract	Description of Contract or Lease and Nature of Debtor's Interest. State whether lease is for nonresidential real property. State contract number of any government contract.
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\_\_\_\_\_ continuation sheets attached to Schedule of Executory Contracts and Unexpired Leases

B6H (Official Form 6H) (12/07)

In re **Xinergy Ltd.**

Case No. **15-70444**

Debtor

**SCHEDULE H - CODEBTORS**

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
<b>Big Run Mining, Inc.</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>WBOX 2014-4 Ltd., Highbridge International, LLC &amp; Highbridge Tactical Credit &amp; Convertibles Master Fund, L.P.</b> 3033 Excelsior Blvd, Suite 300 Minneapolis, MN 55416
<b>Big Run Mining, Inc.</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>Wells Fargo Bank as Trustee</b> 7000 Central Park NE Suite 550 Atlanta, GA 30328
<b>Brier Creek Coal Company, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>WBOX 2014-4 Ltd., Highbridge International, LLC &amp; Highbridge Tactical Credit &amp; Convertibles Master Fund, L.P.</b> 3033 Excelsior Blvd, Suite 300 Minneapolis, MN 55416
<b>Brier Creek Coal Company, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>Wells Fargo Bank as Trustee</b> 7000 Central Park NE Suite 550 Atlanta, GA 30328
<b>Bull Creek Processing Company, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>WBOX 2014-4 Ltd., Highbridge International, LLC &amp; Highbridge Tactical Credit &amp; Convertibles Master Fund, L.P.</b> 3033 Excelsior Blvd, Suite 300 Minneapolis, MN 55416
<b>Bull Creek Processing Company, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>Wells Fargo Bank as Trustee</b> 7000 Central Park NE Suite 550 Atlanta, GA 30328
<b>High MAF, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>WBOX 2014-4 Ltd., Highbridge International, LLC &amp; Highbridge Tactical Credit &amp; Convertibles Master Fund, L.P.</b> 3033 Excelsior Blvd, Suite 300 Minneapolis, MN 55416
<b>High MAF, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>Wells Fargo Bank as Trustee</b> 7000 Central Park NE Suite 550 Atlanta, GA 30328

In re **Xinergy Ltd.**

Case No. **15-70444**

Debtor

**SCHEDULE H - CODEBTORS**  
(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
<b>Middle Fork Mining, Inc.</b> <b>8351 East Walker Springs Lane</b> <b>Suite 400</b> <b>Knoxville, TN 37923</b>	<b>WBOX 2014-4 Ltd., Highbridge</b> <b>International, LLC &amp; Highbridge Tactical</b> <b>Credit &amp; Convertibles Master Fund, L.P.</b> <b>3033 Excelsior Blvd, Suite 300</b> <b>Minneapolis, MN 55416</b>
<b>Middle Fork Mining, Inc.</b> <b>8351 East Walker Springs Lane</b> <b>Suite 400</b> <b>Knoxville, TN 37923</b>	<b>Wells Fargo Bank as Trustee</b> <b>7000 Central Park NE</b> <b>Suite 550</b> <b>Atlanta, GA 30328</b>
<b>Pinnacle Insurance Group LLC</b> <b>8351 East Walker Springs Lane</b> <b>Suite 400</b> <b>Knoxville, TN 37923</b>	<b>WBOX 2014-4 Ltd., Highbridge</b> <b>International, LLC &amp; Highbridge Tactical</b> <b>Credit &amp; Convertibles Master Fund, L.P.</b> <b>3033 Excelsior Blvd, Suite 300</b> <b>Minneapolis, MN 55416</b>
<b>Pinnacle Insurance Group LLC</b> <b>8351 East Walker Springs Lane</b> <b>Suite 400</b> <b>Knoxville, TN 37923</b>	<b>Wells Fargo Bank as Trustee</b> <b>7000 Central Park NE</b> <b>Suite 550</b> <b>Atlanta, GA 30328</b>
<b>Raven Crest Contracting, LLC</b> <b>8351 East Walker Springs Lane</b> <b>Suite 400</b> <b>Knoxville, TN 37923</b>	<b>WBOX 2014-4 Ltd., Highbridge</b> <b>International, LLC &amp; Highbridge Tactical</b> <b>Credit &amp; Convertibles Master Fund, L.P.</b> <b>3033 Excelsior Blvd, Suite 300</b> <b>Minneapolis, MN 55416</b>
<b>Raven Crest Contracting, LLC</b> <b>8351 East Walker Springs Lane</b> <b>Suite 400</b> <b>Knoxville, TN 37923</b>	<b>Wells Fargo Bank as Trustee</b> <b>7000 Central Park NE</b> <b>Suite 550</b> <b>Atlanta, GA 30328</b>
<b>Raven Crest Leasing, LLC</b> <b>8351 East Walker Springs Lane</b> <b>Suite 400</b> <b>Knoxville, TN 37923</b>	<b>WBOX 2014-4 Ltd., Highbridge</b> <b>International, LLC &amp; Highbridge Tactical</b> <b>Credit &amp; Convertibles Master Fund, L.P.</b> <b>3033 Excelsior Blvd, Suite 300</b> <b>Minneapolis, MN 55416</b>
<b>Raven Crest Leasing, LLC</b> <b>8351 East Walker Springs Lane</b> <b>Suite 400</b> <b>Knoxville, TN 37923</b>	<b>Wells Fargo Bank as Trustee</b> <b>7000 Central Park NE</b> <b>Suite 550</b> <b>Atlanta, GA 30328</b>
<b>Raven Crest Minerals, LLC</b> <b>8351 East Walker Springs Lane</b> <b>Suite 400</b> <b>Knoxville, TN 37923</b>	<b>WBOX 2014-4 Ltd., Highbridge</b> <b>International, LLC &amp; Highbridge Tactical</b> <b>Credit &amp; Convertibles Master Fund, L.P.</b> <b>3033 Excelsior Blvd, Suite 300</b> <b>Minneapolis, MN 55416</b>

In re **Xinergy Ltd.**

Case No. **15-70444**

Debtor

**SCHEDULE H - CODEBTORS**  
(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
<b>Raven Crest Minerals, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>Wells Fargo Bank as Trustee</b> 7000 Central Park NE Suite 550 Atlanta, GA 30328
<b>Raven Crest Mining, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>WBOX 2014-4 Ltd., Highbridge International, LLC &amp; Highbridge Tactical Credit &amp; Convertibles Master Fund, L.P.</b> 3033 Excelsior Blvd, Suite 300 Minneapolis, MN 55416
<b>Raven Crest Mining, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>Wells Fargo Bank as Trustee</b> 7000 Central Park NE Suite 550 Atlanta, GA 30328
<b>Sewell Moutain Coal Co., LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>WBOX 2014-4 Ltd., Highbridge International, LLC &amp; Highbridge Tactical Credit &amp; Convertibles Master Fund, L.P.</b> 3033 Excelsior Blvd, Suite 300 Minneapolis, MN 55416
<b>Sewell Moutain Coal Co., LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>Wells Fargo Bank as Trustee</b> 7000 Central Park NE Suite 550 Atlanta, GA 30328
<b>Shenandoah Energy, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>WBOX 2014-4 Ltd., Highbridge International, LLC &amp; Highbridge Tactical Credit &amp; Convertibles Master Fund, L.P.</b> 3033 Excelsior Blvd, Suite 300 Minneapolis, MN 55416
<b>Shenandoah Energy, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>Wells Fargo Bank as Trustee</b> 7000 Central Park NE Suite 550 Atlanta, GA 30328
<b>South Fork Coal Company, Inc.</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>WBOX 2014-4 Ltd., Highbridge International, LLC &amp; Highbridge Tactical Credit &amp; Convertibles Master Fund, L.P.</b> 3033 Excelsior Blvd, Suite 300 Minneapolis, MN 55416
<b>South Fork Coal Company, Inc.</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>Wells Fargo Bank as Trustee</b> 7000 Central Park NE Suite 550 Atlanta, GA 30328

In re Xinergy Ltd.

Case No. 15-70444

Debtor

**SCHEDULE H - CODEBTORS**  
(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
<b>Strata Fuels, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>WBOX 2014-4 Ltd., Highbridge International, LLC &amp; Highbridge Tactical Credit &amp; Convertibles Master Fund, L.P.</b> 3033 Excelsior Blvd, Suite 300 Minneapolis, MN 55416
<b>Strata Fuels, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>Wells Fargo Bank as Trustee</b> 7000 Central Park NE Suite 550 Atlanta, GA 30328
<b>True Energy, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>WBOX 2014-4 Ltd., Highbridge International, LLC &amp; Highbridge Tactical Credit &amp; Convertibles Master Fund, L.P.</b> 3033 Excelsior Blvd, Suite 300 Minneapolis, MN 55416
<b>True Energy, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>Wells Fargo Bank as Trustee</b> 7000 Central Park NE Suite 550 Atlanta, GA 30328
<b>Whitewater Contracting, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>WBOX 2014-4 Ltd., Highbridge International, LLC &amp; Highbridge Tactical Credit &amp; Convertibles Master Fund, L.P.</b> 3033 Excelsior Blvd, Suite 300 Minneapolis, MN 55416
<b>Whitewater Contracting, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>Wells Fargo Bank as Trustee</b> 7000 Central Park NE Suite 550 Atlanta, GA 30328
<b>Whitewater Resources, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>WBOX 2014-4 Ltd., Highbridge International, LLC &amp; Highbridge Tactical Credit &amp; Convertibles Master Fund, L.P.</b> 3033 Excelsior Blvd, Suite 300 Minneapolis, MN 55416
<b>Whitewater Resources, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>Wells Fargo Bank as Trustee</b> 7000 Central Park NE Suite 550 Atlanta, GA 30328
<b>Wise Loading Services, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>WBOX 2014-4 Ltd., Highbridge International, LLC &amp; Highbridge Tactical Credit &amp; Convertibles Master Fund, L.P.</b> 3033 Excelsior Blvd, Suite 300 Minneapolis, MN 55416

In re Xinergy Ltd.

Case No. 15-70444

Debtor

**SCHEDULE H - CODEBTORS**  
(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
<b>Wise Loading Services, LLC</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>Wells Fargo Bank as Trustee</b> 7000 Central Park NE Suite 550 Atlanta, GA 30328
<b>Xinergy Corp.</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>WBOX 2014-4 Ltd., Highbridge International, LLC &amp; Highbridge Tactical Credit &amp; Convertibles Master Fund, L.P.</b> 3033 Excelsior Blvd, Suite 300 Minneapolis, MN 55416
<b>Xinergy Corp.</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>Wells Fargo Bank as Trustee</b> 7000 Central Park NE Suite 550 Atlanta, GA 30328
<b>Xinergy Finance (US), Inc.</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>WBOX 2014-4 Ltd., Highbridge International, LLC &amp; Highbridge Tactical Credit &amp; Convertibles Master Fund, L.P.</b> 3033 Excelsior Blvd, Suite 300 Minneapolis, MN 55416
<b>Xinergy Finance (US), Inc.</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>Wells Fargo Bank as Trustee</b> 7000 Central Park NE Suite 550 Atlanta, GA 30328
<b>Xinergy Land, Inc.</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>WBOX 2014-4 Ltd., Highbridge International, LLC &amp; Highbridge Tactical Credit &amp; Convertibles Master Fund, L.P.</b> 3033 Excelsior Blvd, Suite 300 Minneapolis, MN 55416
<b>Xinergy Land, Inc.</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>Wells Fargo Bank as Trustee</b> 7000 Central Park NE Suite 550 Atlanta, GA 30328
<b>Xinergy of Virginia, Inc.</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>WBOX 2014-4 Ltd., Highbridge International, LLC &amp; Highbridge Tactical Credit &amp; Convertibles Master Fund, L.P.</b> 3033 Excelsior Blvd, Suite 300 Minneapolis, MN 55416
<b>Xinergy of Virginia, Inc.</b> 8351 East Walker Springs Lane Suite 400 Knoxville, TN 37923	<b>Wells Fargo Bank as Trustee</b> 7000 Central Park NE Suite 550 Atlanta, GA 30328

In re **Xinergy Ltd.**

Case No. **15-70444**

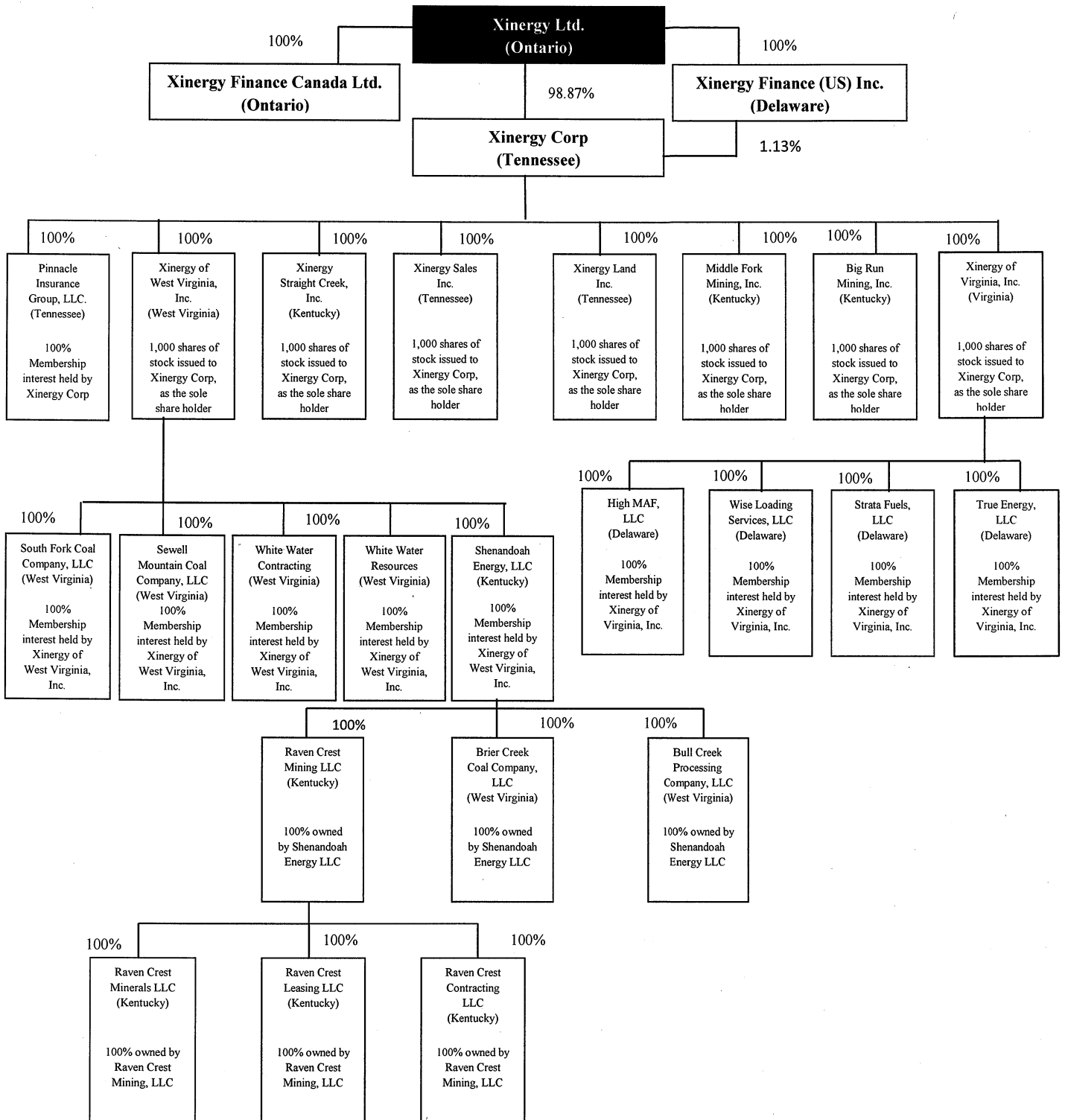
Debtor

**SCHEDULE H - CODEBTORS**  
(Continuation Sheet)

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
<b>Xinergy of West Virginia</b> <b>8351 East Walker Springs Lane</b> <b>Suite 400</b> <b>Knoxville, TN 37923</b>	<b>WBOX 2014-4 Ltd., Highbridge</b> <b>International, LLC &amp; Highbridge Tactical</b> <b>Credit &amp; Convertibles Master Fund, L.P.</b> <b>3033 Excelsior Blvd, Suite 300</b> <b>Minneapolis, MN 55416</b>
<b>Xinergy of West Virginia</b> <b>8351 East Walker Springs Lane</b> <b>Suite 400</b> <b>Knoxville, TN 37923</b>	<b>Wells Fargo Bank as Trustee</b> <b>7000 Central Park NE</b> <b>Suite 550</b> <b>Atlanta, GA 30328</b>
<b>Xinergy Sales, Inc.</b> <b>8351 East Walker Springs Lane</b> <b>Suite 400</b> <b>Knoxville, TN 37923</b>	<b>WBOX 2014-4 Ltd., Highbridge</b> <b>International, LLC &amp; Highbridge Tactical</b> <b>Credit &amp; Convertibles Master Fund, L.P.</b> <b>3033 Excelsior Blvd, Suite 300</b> <b>Minneapolis, MN 55416</b>
<b>Xinergy Sales, Inc.</b> <b>8351 East Walker Springs Lane</b> <b>Suite 400</b> <b>Knoxville, TN 37923</b>	<b>Wells Fargo Bank as Trustee</b> <b>7000 Central Park NE</b> <b>Suite 550</b> <b>Atlanta, GA 30328</b>
<b>Xinergy Straight Creek, Inc.</b> <b>8351 East Walker Springs Lane</b> <b>Suite 400</b> <b>Knoxville, TN 37923</b>	<b>WBOX 2014-4 Ltd., Highbridge</b> <b>International, LLC &amp; Highbridge Tactical</b> <b>Credit &amp; Convertibles Master Fund, L.P.</b> <b>3033 Excelsior Blvd, Suite 300</b> <b>Minneapolis, MN 55416</b>
<b>Xinergy Straight Creek, Inc.</b> <b>8351 East Walker Springs Lane</b> <b>Suite 400</b> <b>Knoxville, TN 37923</b>	<b>Wells Fargo Bank as Trustee</b> <b>7000 Central Park NE</b> <b>Suite 550</b> <b>Atlanta, GA 30328</b>



SCHEDULE B - PERSONAL PROPERTY



B6 Declaration (Official Form 6 - Declaration). (12/07)

**United States Bankruptcy Court  
Western District of Virginia (Roanoke Division)**

In re Xinergy Ltd. Debtor(s) Case No. 15-70444  
Chapter 11

**DECLARATION CONCERNING DEBTOR'S SCHEDULES**

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, Mike Castle the Chief Financial Officer of the corporation named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 16 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date 6/19/2015 Signature /s/ Michael R. Castle

*Penalty for making a false statement or concealing property:* Fine of up to \$500,000 or imprisonment for up to 5 years or both.  
18 U.S.C. §§ 152 and 3571.