

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

In re:

XINERGY LTD., et al.,

Debtors.¹

Chapter 11

Case No. 15-70444 (PMB)

(Jointly Administered)

**NOTICE OF FILING OF PLAN SUPPLEMENT RELATING TO THE DEBTORS'
FIRST AMENDED CHAPTER 11 PLAN OF REORGANIZATION**

PLEASE TAKE NOTICE the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) hereby file the *Plan Supplement Related to the First Amended Joint Plan of Reorganization Proposed by Xinergy Ltd. and its Subsidiary Debtors and Debtors In Possession* (the “Plan Supplement”) with the United States Bankruptcy Court for the Western District of Virginia.

PLEASE TAKE FURTHER NOTICE that the Plan Supplement is filed in support of, and in accordance with, the *First Amended Joint Plan of Reorganization Proposed by Xinergy Ltd. and its Subsidiary Debtors and Debtors In Possession* (the “Plan”).²

PLEASE TAKE FURTHER NOTICE that the following documents are included in the Plan Supplement, as each may be amended, modified, or supplemented:

Exhibit	Description
A	Summary of Proposed Principal Terms of Governance and Related Rights
B	Exit Facility Term Sheet
C	Disclosure of Proposed Officers and Directors of Reorganized Debtors
D	List of Rejected Executory Contracts and Unexpired Leases of Nonresidential Real Property

¹ The Debtors, along with the last four digits of each Debtor’s federal tax identification number, are listed on Schedule 1 attached to the Plan.

² Capitalized terms used, but not otherwise defined herein, shall have the meanings set forth in the Plan.

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PLEASE TAKE FURTHER NOTICE that certain documents, or portions thereof, contained in the Plan Supplement remain subject to continuing negotiations among the Debtor and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained therein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Court.

PLEASE TAKE FURTHER NOTICE that inclusion of any contract or lease on the Rejection Schedule attached hereto as Exhibit D is not an admission by the Debtors that such contract or lease constitutes an executory contract or unexpired lease of nonresidential real property under section 365 of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that a copy of the Plan Supplement may be obtained at no charge at www.americanlegalclaims.com/xinergy or for a fee at <https://ecf.vawb.uscourts.gov>.

DATED: January 13, 2016

Respectfully submitted,

/s/ Justin F. Paget

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EXHIBIT A

Summary of Proposed Principal Terms of Governance and Related Rights

Exhibit A – Proposed Principal Terms of Governance and Related Rights

**WHITE FOREST RESOURCES, INC.:
SUMMARY OF PROPOSED PRINCIPAL TERMS OF GOVERNANCE AND RELATED RIGHTS**

JANUARY 13, 2016

The following is a description of certain proposed terms of governance and related rights with respect to White Forest Resources, Inc., a Delaware corporation (the “Company”), to be set forth in (i) the Stockholders’ Agreement to be entered into by and among the Company and its initial stockholders (the “Stockholders’ Agreement”), (ii) the Certificate of Incorporation of the Company (the “Charter”), and (iii) the Bylaws of the Company (the “Bylaws”), in each case effective upon the restructuring of the indebtedness of Xinergy Corp., a Tennessee corporation (“Xinergy”), and its affiliated debtors pursuant to the plan of reorganization filed with the United States Bankruptcy Court, Western District of Virginia, pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Restructuring”). The Company will be a newly-formed holding company formed to hold the equity interests of Xinergy as of immediately following the effectiveness of the Restructuring.

Stockholders’ Agreement

I. Parties

The Company, Centerbridge Partners (“Centerbridge”), Spectrum Group Management (“Spectrum”), Credit Suisse Asset Management (“CSAM”), one or more funds managed by Whitebox Advisors LLC (such funds collectively, “Whitebox”) and each other holder of shares of common stock (“Common Stock” and shares of such Common Stock, “Shares”) of the Company as set forth on Annex A hereto immediately following the completion of the Restructuring (each holder of equity interests of the Company, a “Stockholder” and each Stockholder set forth on Annex A hereto, an “Initial Stockholder”).

II. Board of Directors

A. Board of Directors

Exhibit A – Proposed Principal Terms of Governance and Related Rights

- i. The Board will initially be comprised of five members (each, a “Director”), as follows:
 - (a) Centerbridge and Spectrum will each designate one Director; provided, that if either Centerbridge or Spectrum ceases to hold at least 70% of the total number of Shares initially held by such party (as set forth on Annex A hereto), such party will no longer have the right to designate a Director;
 - (b) CSAM and Whitebox (each, a “CSAM/Whitebox Party”) will jointly designate one Director (the “CSAM/Whitebox Director”); provided, that if either CSAM or Whitebox ceases to hold at least 85% of the total number of Shares initially held by such party, the CSAM/Whitebox Director will be designated solely by the other CSAM/Whitebox Party; provided, further that if both CSAM and Whitebox cease to hold at least 85% of the total number of Shares initially held by such parties respectively, CSAM and Whitebox will no longer have the right to designate a CSAM/Whitebox Director;
 - (c) one Director will be the Company’s chief executive officer; and
 - (d) the remaining Directors (initially, one Director), each of whom will be independent directors (to be defined), will be elected by the vote of a supermajority (66 2/3rds) of the Shares issued and outstanding.

B. Transferability

- i. The right of each of Centerbridge and Spectrum to designate one Director will be transferable by such party in connection with a transfer (in any single transaction or series of related transactions) of Shares held by such party to any transferee, which transfer represents not less than 20% in the aggregate of the total number of Shares issued and outstanding as of the effective time of such transfer.
- ii. The right of the CSAM/Whitebox Parties to jointly designate one Director will be transferable by the CSAM/Whitebox Parties in connection with a transfer (in any single transaction or series of related transactions) of Shares collectively held by the CSAM/Whitebox Parties to any transferee, which transfer represents not less than 20% in the aggregate of the total number of Shares issued and outstanding as of the effective time of such transfer; provided that immediately following such transfer, neither CSAM/Whitebox Party shall be entitled to designate a Director.

C. Board Observers

Exhibit A – Proposed Principal Terms of Governance and Related Rights

<ul style="list-style-type: none"> i. Each Initial Stockholder will be entitled to have one representative attend, as an observer, all meetings of the Board (a “<u>Board Observer</u>”); <u>provided</u> that no Initial Stockholder will be entitled to designate a Board Observer for so long as such Stockholder has a Director designated to the Board. ii. For the avoidance of doubt, each CSAM/Whitebox Party will be entitled to appoint one Board Observer in the event that the CSAM/Whitebox Parties are entitled to jointly designate a CSAM/Whitebox Director and such CSAM/Whitebox Director is a representative of the other CSAM/Whitebox Party.
<p>B. Committees</p>
<ul style="list-style-type: none"> i. The composition and governance of committees of the Board will be structured in a manner that preserves the Board nomination rights and consent rights of the Stockholders and their Board designations.
<p>C. Power to Fill Vacancies</p>
<ul style="list-style-type: none"> i. Centerbridge, Spectrum and the CSAM/Whitebox Parties (each, a “<u>Designating Stockholder</u>”) will have the right to designate a replacement Director to the Board in the event of the death, incapacity, resignation or removal of such Designating Stockholder’s designee. Any vacancies of the Director(s) elected by the vote of a majority of the Shares will be replaced by an independent director according to the vote of a majority of the Shares issued and outstanding at the time of determination. ii. If a Designating Stockholder loses the right to designate a Director to the Board as a result of such Designating Stockholder ceasing to satisfy the required ownership threshold set forth above, such Designating Stockholder’s designee shall immediately resign and the resulting vacancy on the Board will be filled by an independent director pursuant to the vote of a majority of the Shares issued and outstanding at the time of determination.
<p>III. Negative Control Rights</p>
<ul style="list-style-type: none"> i. The following actions of the Company will require the approval of the Stockholder(s) holding at least two-thirds of the issued and outstanding Shares: <ul style="list-style-type: none"> (a) any increase or decrease in the size or composition of the Board;

Exhibit A – Proposed Principal Terms of Governance and Related Rights

<p>(b) any fundamental changes to the nature of the business of the Company or its subsidiaries involving the entry by the Company or its subsidiaries into material new and unrelated lines of business; and</p> <p>(c) the consummation of a change of control, merger, consolidation or other business combination.</p> <p>ii. Any transaction between the Company or its subsidiaries, on the one hand, and any Stockholder, Director or affiliate of any Stockholder or Director, on the other hand, must be approved by a majority of the votes of the Directors then in office, excluding any Director who is, or has been designated by, a party that has an interest in such transaction.</p>
<p>IV. Indemnification</p>
<p>To the fullest extent provided by law, the Company will indemnify its and its subsidiaries’ Directors and officers from any and all losses, costs, claims, liabilities, damages or expenses (including the advancement of legal fees and expenses) arising from third party claims relating to such Director’s or officer’s service to or on behalf of the Company or its subsidiaries.</p>
<p>V. Information and Access Rights</p>
<p>Each Stockholder will have the right to receive customary information, including audited annual financial statements, unaudited quarterly financial statements and copies of all board materials that are not privileged.</p>
<p>VI. Drag-Along Rights</p>
<p>If Stockholder(s) holding at least two-thirds in the aggregate of the issued and outstanding Shares (collectively, the “<u>Drag-Along Stockholder(s)</u>”), propose to transfer (in any single transaction or series of related transactions) all of the Shares owned by the Drag-Along Stockholder(s) to an unaffiliated third party (a “<u>Drag-Along Sale</u>”), then (i) such Drag-Along Stockholder(s) shall have the right to require the other Stockholder(s) to participate and transfer all of their Shares in such Drag-Along Sale on the same terms and conditions as the Drag-Along Stockholder(s) and/or vote in favor of such Drag-Along Sale, and (ii) the other Stockholders must waive any appraisal rights in connection therewith.</p>
<p>VII. Tag-Along Rights</p>
<p>If any Stockholder (a “<u>Selling Stockholder</u>”) proposes to transfer (in any single transaction or series of related transactions) at least</p>

Exhibit A – Proposed Principal Terms of Governance and Related Rights

two-thirds of the equity securities of the Company to an unaffiliated third party (a “ <u>Tag-Along Sale</u> ”), then the other Stockholders will have the right to participate proportionately in such Tag-Along Sale on the same terms and conditions as the Selling Stockholder.
VIII. Preemptive Rights
In the event the Company proposes to issue or sell any Shares, then each Stockholder holding at least 5% of the issued and outstanding Shares will have a preemptive right to proportionately participate in such offering or sale on the same terms as the proposed offering. The preemptive rights are also not transferable except to an affiliate and shall be subject to other customary exceptions set forth in the Stockholders’ Agreement.
IX. Transferability
Except in connection with a Drag-Along Sale, Tag-Along Sale, or transfer requiring board approval as described below, there are no transfer restrictions on the transfer of Shares by the Stockholders.
X. Transfers Requiring Board Approval
Any transfer of Shares by one or more Stockholders to any person that is not an institutional investor (including without limitation, an investment bank, a hedge fund, private equity fund or other investment fund) or that is a company that operates in the mining industry or holds at least 10% of the equity interests in a company that operates in the mining industry (other than transfers of Shares to any Initial Stockholder), shall, in each case, require the prior approval of a majority of all of the directors on the Board, such approval not to be unreasonably withheld.
XI. Confidential Information
If any Stockholder desires to disclose confidential information regarding the Company to a potential purchaser of all or any portion of its Shares in connection with a potential sale of such Shares, such Stockholder shall cause the potential purchaser to enter into a confidentiality agreement approved by the Company (such approval not to be unreasonably withheld) and the Company shall be a third party beneficiary to such confidentiality agreement.
XII. Jurisdiction; Venue
The Stockholders’ Agreement will be governed by Delaware law. Any disputes under the Stockholders’ Agreement will be

Exhibit A – Proposed Principal Terms of Governance and Related Rights

adjudicated by the courts located in the State of Delaware.

Annex A

Initial Stockholders

<u>Initial Stockholders</u>	<u>Shares</u>
Albert Fried & Company/Vineyard	
Armory	
Bank of America	
Bayside	
Centerbridge	
Credit Suisse Asset Management	
Highbridge	
Spectrum Group Management	
Whitebox Advisors	
[other]	
Total	

EXHIBIT B

Exit Facility Term Sheet

Exhibit B – Exit Facility Term Sheet

XINERGY CORP.
Summary Term Sheet for
Exit Financing

*This Term Sheet (this “**Term Sheet**”) sets forth the preliminary outline of certain material terms and conditions of proposed transactions (the “**Transactions**”) involving the debt obligations and equity ownership of Xinerger Corp. and its subsidiaries. This Term Sheet is intended as a summary for discussion purposes only and does not constitute a commitment, obligation or agreement to provide, arrange or syndicate any financing on the part of the lenders identified herein. Only execution and delivery of definitive documentation relating to the transactions contemplated herein shall result in any binding or enforceable obligations of any party relating to the Transactions. This Term Sheet does not include descriptions of all of the terms, conditions and other provisions that would be contained in the definitive documentation relating to the Transactions and is not intended to limit the scope of discussion and negotiation of any matter not inconsistent with the specific matters set forth herein. The terms and conditions for the Transactions set forth herein are dependent upon, among other things, internal authorization and approval by the appropriate credit committees for each of the lenders.*

Reference is made to that certain Superpriority Secured Debtor-In-Possession Credit Agreement, dated as of April 8, 2015 (as amended, the “**Existing DIP Credit Agreement**”), by and among Xinerger Corp., as borrower, the guarantors party thereto, WBOX 2014-4 Ltd., as DIP Agent, and the lenders from time to time party thereto.

Borrower: Xinerger Corp., a Tennessee corporation (the “**Borrower**”).

Current Capital Structure:

- Senior secured DIP facility with:
 - \$47,000,000 term loans under the Existing DIP Credit Agreement (the “**2015 DIP Term Loans**”); and
 - \$1,500,000 incremental term loans incurred on January 7, 2016 under the Existing DIP Credit Agreement (the “**Senior DIP Term Loans**” and, collectively with the 2015 DIP Term Loans, the “**DIP Term Loans**”).
- 9.25% Senior Secured Notes due 2019 in the original principal amount of \$200,000,000 issued pursuant to that certain note indenture, dated as of May 6, 2011, among the Borrower, certain guarantors and Wells Fargo Bank, National Association, as trustee (the “**Prepetition Notes**”).

Exit Capital Structure:

- A senior secured term loan facility in an aggregate principal amount of \$12,000,000 (the “**First Lien Facility**” and the loans thereunder, the “**First Lien Term Loans**”), \$1,500,000 of which will consist of the Senior DIP Term Loans (which will be automatically converted into First Lien Term Loans on a dollar for dollar basis), and \$10,500,000 of which will consist of new money (such portion, the “**New Money First Lien Term Loan**”).¹
- A second lien secured term loan facility in an aggregate principal amount

¹ Participation in the New Money First Lien Term Loan to be offered to holders of DIP Term Loans and Prepetition Notes on a 60/40 basis (with the 60% allocations offered on a pro rata basis in respect of the DIP Term Loan commitments).

Exhibit B – Exit Facility Term Sheet

of \$47,000,000 (plus any accrued and unpaid capitalized interest on the 2015 DIP Term Loans as of the effective date of the plan) (the “**Second Lien Facility**” and the loans thereunder, the “**Second Lien Term Loans**”), which shall consist solely of converted 2015 DIP Term Loans on a dollar for dollar basis.

- Equity: 100% to holders of Prepetition Notes, subject to dilution as set forth below.

Guarantors: Each existing and subsequently acquired or organized subsidiary of the Borrower (together with the Borrower, the “**Obligors**”).

Collateral: Substantially all the assets of the Obligors subject to intercreditor arrangements between the First Lien Facility and the Second Lien Facility to be agreed.

Interest:

- First Lien Facility: At Borrower option, either: (i) 10% payable in cash, or (ii) 15% PIK (and in each case payable quarterly).
- Second Lien Facility: 15% PIK.

Maturity: 1 year.

- At maturity, if not refinanced with cash and prepaid in full (including all accrued and unpaid interest), the Second Lien Facility will automatically convert into 48% of the equity of the Borrower (the “**Second Lien Conversion**”).²
- All equity shall be subject to dilution pursuant to the Borrower management incentive plan (providing for up to 10% of Borrower equity, on a fully diluted basis, pursuant to the plan of reorganization).

Fees:

- First Lien Facility: lenders will receive their pro rata portion of 20% of Borrower equity at issuance as a commitment fee, resulting in immediate dilution of the Prepetition Note holders from 100% to 80%. The equity fee to the First Lien Term Lenders shall not be diluted by the Second Lien Conversion.
- Second Lien Facility: None.

Voluntary Prepayments: The First Lien Facility and the Second Lien Facility may be prepaid at any time in minimum principal amounts to be agreed without premium or penalty.

Mandatory Prepayments: Customary for transactions of this type.

Representations and Customary for transactions of this type.

² Expected equity ownership of Borrower after one year: (i) 20% First Lien Facility, (ii) 32% Prepetition Notes, and (iii) 48% Second Lien Facility (i.e., 60% of Prepetition Note holders’ 80%), in each case, subject to dilution under the management incentive plan.

Exhibit B – Exit Facility Term Sheet

Warranties:

Affirmative and Negative Covenants: Customary for transactions of this type, with covenant levels for the Second Lien Facility set at a cushion to the corresponding levels for the First Lien Facility.

Financial Covenants: [TBD]

Additional Financing Covenant: Solely with respect to the initial incurrence of debt (not otherwise contemplated by this Term Sheet) that is secured on a senior or pari basis with the First Lien Facility, a portion of such debt shall be first offered to each New Money First Lien Term Lender on a pro rata basis to the extent of its then existing holdings of First Lien Term Loans.

Events of Default: Customary for transactions of this type.

First Lien Agent/Trustee: [TBD]

Second Lien Agent/Trustee: [TBD]

Additional Conditions: Bankruptcy court approval of a plan of reorganization in form and substance acceptable to the First Lien Term Loan lenders and Second Lien Term Loan lenders.

Governing Law: New York.

EXHIBIT C

Disclosure of Proposed Officers and Directors of Reorganized Debtors

Exhibit C – Proposed Officers and Directors

Section 4.13 of the Plan provides that the New Board will consist of five or seven members, one of whom will be New Holdco's Chief Executive Officer. This Exhibit C lists the identities and affiliations of the individuals who have been proposed as of the date hereof to serve as members of the New Board. One or more of the proposed members of the New Board or the proposed officers identified below will service as officers, directors and/or managers of each of the Reorganized Debtors. In accordance with Section 4.13 of the Plan, the Debtors submit the following information:

Proposed Directors of the New Board:

1. Matthew Cantor – Director. Mr. Cantor previously served as Chief General Counsel and Executive Vice President of Legal Affairs of Lehman Brothers Holdings, Inc. Mr. Cantor was a Founding Principal, Executive Officer, and an Investment Manager at Normandy Hill Capital and focused on distressed, event-driven credit and special situations. Mr. Cantor joined Normandy Hill Capital in 2007. Prior to this, Mr. Cantor was a Partner at Kirkland & Ellis LLP where he specialized in restructuring, insolvency, and workout & bankruptcy. Mr. Cantor was a Principal at Valley Lane Industries from 1998 to 2001 and a Partner at Weil, Gotshal & Manges LLP from 1997 to 1998. He previously served as a Director of Lehman Brothers Special Finance Corp. He is a Member of the New York State Bar Association, Member Business Law Section. Mr. Cantor holds a J.D. from New York University School of Law and B.A. from State University of New York at Binghamton.
2. Jeffrey Wilson – Director. Mr. Wilson has recently served as Sr. Vice President-Operations for the Debtors and was formerly Interim President of the J.W. Resources companies based in Knoxville, TN. Mr. Wilson spent almost 20 years with A.T. Massey Coal Company and 5 years with James River Coal Company in various roles in production, engineering, sales, and operations management. Since 2005, he has also been owner and manager of Wilson Energy Advisors, LLC, a consultancy specializing in management, property evaluations, and financial analyses related to the mining industry. Jeff holds a B.S. in Mining Engineering from West Virginia University and an MBA from Marshall University. He is a Registered Professional Engineer, a Registered Member of SME-AIME and serves on the Visiting Committee for the WVU Department of Mining Engineering.
3. Jacob Mercer – Director. Jacob Mercer joined Whitebox Advisors, LLC, in 2007 and is a Senior Portfolio Manager with a focus on special situations and distressed assets. Previously, Mr. Mercer worked for Xcel Energy from 2005 to 2007 as Assistant Treasurer and Managing Director. Prior to that, he worked at Piper Jaffray as a Senior Credit Analyst and Principal and at Voyageur Asset Management as a Credit Analyst. In addition, Mr. Mercer served as a Logistics Officer in the United States Army. Mr. Mercer holds a B.A. in both Business Management and Economics from St. John's University. He also holds the Chartered Financial Analyst (CFA) designation. Mr. Mercer has served on a number of boards including Ceres Global Ag, Hycroft Mining, Jerritt Canyon Gold, Par Petroleum, Piceance Energy, and Platinum Energy Solutions.

Exhibit C – Proposed Officers and Directors

4. Jeffrey Buller – Director. Mr. Buller is a Managing Director at Spectrum Group Management LLC. He has 20 years of broad experience in analyzing, structuring and executing complex transactions involving mergers & acquisitions, capital restructuring and turnaround management. Prior to joining Spectrum in 2003, Mr. Buller was responsible for the strategic and financial management of Eureka Broadband Corporation, a national provider of integrated communications services. From 1996 to 1998, Mr. Buller was an Investment Banker at Salomon Brothers focusing on debt restructuring, mergers and acquisitions, as well as workout management in various industries. From 1994 to 1996, Mr. Buller was an Associate at Coopers & Lybrand, where he obtained his CPA. In addition, Mr. Buller currently serves as a Director of JHT Holdings, Inc., a specialized transportation and logistics company. Mr. Buller received a B.S. from the State University of New York at Binghamton and an M.B.A. from Columbia Business School.
5. The fifth director will be an independent director to be disclosed prior to the Confirmation Hearing.

In accordance with Section 4.13 of the Plan, the Debtors submit the following information about the officers of the Reorganized Debtors as of the Effective Date.¹

Individual proposed to serve as officers of the Reorganized Debtors:

- | | |
|----------------------------|-------------------|
| 1. Chief Executive Officer | Jeffrey A. Wilson |
| 2. Chief Financial Officer | Michael R. Castle |

¹ The senior management of the Reorganized Debtors may change after the Effective Date.

EXHIBIT D

List of Rejected Executory Contracts and Unexpired Leases of Nonresidential Real Property

Exhibit D – Rejection Schedule

**List of Rejected Executory Contracts and Unexpired Leases of Nonresidential Real
Property**

Section 5.1 of the Plan provides that unless an Executory Contract or Unexpired Lease (i) is expressly identified on the Rejection Schedule; (ii) has been previously rejected by Debtors by Final Order or has been rejected by the Debtors by order of the Court as of the Effective Date, which order becomes a Final Order after the Effective Date; (iii) is the subject of a motion to reject pending as of the Effective Date; or (iv) is otherwise rejected pursuant to the terms herein, each Executory Contract and Unexpired Lease shall be deemed assumed, without the need for any further notice to or action, order, or approval of the Bankruptcy Court, as of the Effective Date under section 365 of the Bankruptcy Code. In accordance with Section 5.1 of the Plan, the Debtors submit the following Rejection Schedule:

Debtor Entity	Counterparty	Description of Lease or Executory Contract
South Fork Coal Company, LLC	MERAL Incorporated	Asset Purchase Agreement, dated January 31, 2011, concerning the purchase of that certain Coal Mining Lease by and between WPP, LLC and Seller dated August 13, 2008 and certain Other Assets
South Fork Coal Company, LLC	MERAL Incorporated	Amendment to Asset Purchase Agreement, dated March 17, 2014
Xinergy Corp.	WPP LLC	Mineral Lease (WPP Lease 7323) dated August 22, 2012, regarding property located in Leslie County, Kentucky
Raven Crest Contracting, LLC	Appalachian Power Company	Electric Utility Contract dated June 22, 2012, regarding premises located at Bull Creek Hollow, Dartmouth, WV
South Fork Coal Company, LLC	Appalachian Power Company	Electric Utility Contract dated January 21, 2014, regarding account number 0224277383
Raven Crest Minerals, LLC	Sondra K and Gary Jarrell	Surface, Mineral, and Timber Lease, dated December 12, 2011, concerning approximately 15 acres in the Peytona District of Boone County, West Virginia
Raven Crest Minerals, LLC	Sondra K and Gary Jarrell	Surface, Mineral, and Timber Lease, dated December 12, 2011, concerning approximately 24.75 acres in the Peytona District of Boone County, West Virginia
Raven Crest Minerals, LLC	Sondra K and Gary Jarrell	Amendment to Surface, Timber and Mineral Lease, dated January 23, 2012, concerning 15 acre tract
Raven Crest Minerals, LLC	Sondra K and Gary Jarrell	Amendment to Surface, Timber and Mineral Lease, dated January 23, 2012, concerning 24.75 acre tract
Whitewater Resources, LLC	Sabra Investments, LP	Lease Agreement, dated December 29, 2014, concerning the lease of six (6) cabins, the office building and the "lounge" and the site on which the trailer is located, plus (1) acre surrounding each site