

C/007/038 Incoming
cc: Steve Alder



JONES DAY
North Point
901 Lakeside Avenue
Cleveland, Ohio 44114
Telephone: (216) 586-3939
Facsimile: (216) 579-0212
David G. Heiman (admitted *pro hac vice*)
Carl E. Black (admitted *pro hac vice*)
Thomas A. Wilson (admitted *pro hac vice*)

HUNTON & WILLIAMS LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219
Telephone: (804) 788-8200
Facsimile: (804) 788-8218
Tyler P. Brown (VSB No. 28072)
J.R. Smith (VSB No. 41913)
Henry P. (Toby) Long, III (VSB No. 75134)
Justin F. Paget (VSB No. 77949)

*Proposed Attorneys for Debtors
and Debtors in Possession*

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

In re:

Alpha Natural Resources, Inc., et al.,

Debtors.

Chapter 11

Case No. 15-33896 (KRH)

(Jointly Administered)

**ORDER ESTABLISHING PROCEDURES FOR
THE SALE, TRANSFER OR ABANDONMENT OF MISCELLANEOUS
AND DE MINIMIS ASSETS AND GRANTING CERTAIN RELATED RELIEF**

This matter coming before the Court on the *Motion of the Debtors for an Order Establishing Procedures for the Sale, Transfer or Abandonment of Miscellaneous and De Minimis Assets and Granting Certain Related Relief* (Docket No. 307) (the "Motion"),¹ filed by the above-captioned debtors (collectively, the "Debtors"); the Court having reviewed the Motion and having considered the statements of counsel with respect to the Motion at a hearing before the Court (the "Hearing"); the Court having found that (a) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (b) this is a core proceeding pursuant to

¹ Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion.



28 U.S.C. § 157(b), (c) venue is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409 and (d) notice of the Motion and the Hearing was sufficient under the circumstances; and the Court having determined that (a) the relief requested in the Motion is in the best interests of the Debtors, their estates and their creditors; (b) a sound business purpose exists to grant the relief requested herein; and (c) there is good cause to waive the 14-day stay imposed by Bankruptcy Rules 6004(h) and 6006(d);

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Miscellaneous Asset Procedures, as set forth in the Motion, are approved, as follows:
 - (a) The Miscellaneous Asset Procedures shall apply only to: (i) the private sale or transfer of Miscellaneous Assets involving, in each case, \$7,500,000 or less in total consideration (the "Sale Cap"), as measured by the amount of cash and other consideration (such as assumption of liabilities by the Transferee(s)) to be received by the Debtors on account of the Miscellaneous Assets to be sold or transferred in any one transaction or in any series of related transactions; (ii) the auction of any Miscellaneous Asset with a book value equal to or less than the Sale Cap; and (iii) the abandonment of Miscellaneous Assets with a book value of \$5,000,000 or less.
 - (b) Other than with respect to De Minimis Assets, after the Debtors obtain any necessary consents required pursuant to the DIP Financing Agreement and enter into a contract or contracts (or bill of sale or other legal document) contemplating a Proposed Sale, the Debtors shall serve a Sale Notice by hand delivery, overnight mail or email on: (i) the United States Trustee for the Eastern District of Virginia (the "U.S. Trustee"); (ii) proposed counsel to the official committee of unsecured creditors appointed in these chapter 11 cases (the "Committee"), Milbank, Tweed, Hadley & McCloy LLP, 28 Liberty Street, New York, New York 10005 (Attn: Evan R. Fleck, Esq. and Eric K. Stodola, Esq.); (iii) Davis Polk & Wardwell LLP and McGuireWoods LLP, as co-counsel to Citibank, N.A., as administrative and collateral agent under the DIP Financing, and Citicorp North America, Inc., as administrative and collateral agent under the Prepetition Credit Agreement;



(iv) Kirkland & Ellis LLP, as counsel to the Second Lien Noteholder Group; (v) counsel to the indenture trustee under the 2015 Notes Indenture; (vi) all other known parties holding or asserting liens on or other interests in the assets that are the subject of the Proposed Sale and their respective counsel (if known); (vii) all counterparties to executory contracts or unexpired leases proposed to be assumed, assumed and assigned, or rejected as part of the Proposed Sale; and (viii) in connection with any sale or transfer of interests in real property, (A) any applicable federal or state (I) permitting or licensing authority, (II) environmental regulatory agency, including the United States Department of Justice, Environmental and Natural Resources Division (the "ENRD"), and/or (III) reclamation bonding entity (any such entity, a "Governmental Authority") and (B) any non-Debtor party that has secured, through the issuance of a bond, guaranty or other form of credit support, any obligation of the Debtors with respect to such property (any such party, a "Surety" and, collectively with all parties identified in (i) through (vii) above and the Governmental Authorities, the "Interested Parties"). To the extent that the relevant contract or contracts establishing the terms of the Proposed Sale are not attached to the Sale Notice, the Debtors shall also serve a copy of such contract or contracts on the Interested Parties.

3. With respect to a Proposed Sale that is to be effected by a private sale, the Sale Notice, at a minimum, shall include the following information with respect to the Proposed Sale:

- (a) a description of the assets that are the subject of the Proposed Sale, their location(s) and, for each such asset, the Debtor that owns such asset;
- (b) the identity of the nondebtor party or parties to the Proposed Sale (the "Transferee(s)"), the service address of the Transferee(s) and any relationships of the Transferee(s) with the Debtors, including which Transferee(s), if any, are "insiders" of a Debtor, as such term is defined by section 101(31) of the Bankruptcy Code (an "Insider");
- (c) the identities of any parties known to the Debtors to hold liens on or other interests in the assets and a statement indicating that all such liens or interests are capable of monetary satisfaction;
- (d) the major economic terms and conditions of the Proposed Sale, including the amount of cash consideration and the nature, value



and, if applicable, method of valuation of any non-cash consideration, as well as any material terms specific to the Proposed Sale;²

- (e) the executory contracts and unexpired leases, if any, that the applicable Debtor or Debtors propose to be assumed, assumed and assigned, or rejected as part of the Proposed Sale;
- (f) for any assumption, or assumption and assignment, of an executory contract or unexpired lease, the amounts required to cure any defaults pursuant to section 365(b) of the Bankruptcy Code (collectively, the "Cure Claims"), and a statement regarding the adequate assurance of future performance by the purchaser or transferee, consistent with section 365 of the Bankruptcy Code;
- (g) an affidavit of the broker, if any, pursuant to Bankruptcy Rule 2014, that identifies the broker and the amount of the Commission, and that contains the disclosures required by Bankruptcy Rule 2014;
- (h) instructions consistent with the terms described below regarding the procedures to assert objections to the Proposed Sale ("Objections");
- (i) to the extent known to the Debtors, the permit number(s) of any Surface Mining Control and Reclamation Act ("SMCRA"), National Pollutant Discharge Elimination System ("NPDES"), State Pollutant Discharge Elimination System ("SPDES") or Nuclear Regulatory Commission ("NRC") licenses or permits, and any equivalent or similar licenses or permits issued by a state or other regulatory authority, related to the assets to be sold; and
- (j) a description of any known environmental contamination related to the assets to be sold that presents, has been alleged by a Governmental Authority to present or may be reasonably alleged to present a threat of an imminent and identifiable harm to public health and safety or is reasonably expected to require non-*de minimis* remediation or cleanup under applicable environmental laws in order to avoid such threat of harm ("Environmental Contamination").

²

This information may be provided (in whole or in part) by attaching the applicable contract or contracts governing the Proposed Sale (or other relevant documents) to the Sale Notice.



4. With respect to a Proposed Sale to be effected by auction, the Sale Notice, at a minimum, shall include the following information with respect to the Proposed Sale:

- (a) a description of the assets that are the subject of the Proposed Sale, their location(s) and, for each such asset, the Debtor that owns such asset;
- (b) the identities of any parties known to the Debtors to hold liens on or other interests in the assets and a statement indicating that all such liens or interests are capable of monetary satisfaction;
- (c) the executory contracts and unexpired leases, if any, that the applicable Debtor or Debtors propose to be assumed, assumed and assigned, or rejected as part of the Proposed Sale;
- (d) for any assumption, or assumption and assignment, of an executory contract or unexpired lease, the amounts of any Cure Claims;
- (e) the date, time and place of the auction;
- (f) the minimum acceptable bid (the "Minimum Bid");
- (g) any terms and conditions of sale to be imposed at the auction;
- (h) a copy of any documentation executed in contemplation of the Proposed Sale (e.g., a proposed form of purchase agreement);
- (i) an affidavit of a third party auctioneer, if any, pursuant to Bankruptcy Rule 2014, that identifies the auctioneer and the amount of the Commission, and that contains the disclosures required by Bankruptcy Rule 2014;
- (j) instructions regarding the procedures to assert Objections;
- (k) to the extent known to the Debtors, the permit number(s) of any SMCRA, NPDES, SPDES or NRC licenses or permits, and any equivalent or similar licenses or permits issued by a state or other regulatory authority, related to the assets to be sold; and
- (l) a description of any known Environmental Contamination related to the assets to be sold.

5. With respect to any Proposed Abandonment, the Debtors will serve a notice (an "Abandonment Notice") by hand delivery, overnight mail or email on the Interested Parties. The Abandonment Notice will specify: (a) the Miscellaneous Assets to be abandoned;



(b) a summary of the justifications for the abandonment; (c) the identities of any parties known to hold or assert liens or other interests in the relevant Miscellaneous Assets; (d) if applicable, the identity of the entity (the "Receiving Entity") to which the Miscellaneous Assets will be abandoned and any relationships of the Receiving Entity with the Debtors, including whether the Receiving Entity is an Insider; (e) to the extent known to the Debtors, the permit number(s) of any SMCRA, NPDES, SPDES or NRC licenses or permits, and any equivalent or similar licenses or permits issued by a state or other regulatory authority, related to the assets to be abandoned; and (f) a description of any known Environmental Contamination related to the assets to be abandoned.

6. Interested Parties shall have five business days after the date of service of the Sale Notice or Abandonment Notice, as applicable (the "Notice Period"), to object, pursuant to the objection procedures described below, to (a) the Proposed Sale and the payment of any Commissions, (b) the Proposed Abandonment of personal property or (c) any related assumptions, assignments and assignments, or rejections of executory contracts or unexpired leases; provided that the Notice Period applicable to any Proposed Abandonment of real property shall be 10 days after the date of service of the Abandonment Notice. If (a) no Objections are properly asserted prior to expiration of the Notice Period and (b) the Debtors have obtained any requisite consent required pursuant to the DIP Financing Agreement in connection with the Proposed Sale or the Proposed Abandonment, the applicable Debtor or Debtors are authorized, without further notice and without further Court approval, to: (a)(i) either (A) for Miscellaneous Assets to be sold by private sale, consummate the Proposed Sale in accordance with the terms and conditions of the underlying contract or contracts or (B) for Miscellaneous Assets to be sold at auction, conduct the auction and sell the assets at the auction, provided, however, that no sale



at an auction may be completed for consideration below the Minimum Bid identified in the applicable Sale Notice;³ and (ii) take such other actions as are necessary to close the transaction and collect the proceeds of such sale, including, without limitation, payment of any Commissions, and assumption, assumption and assignment, or rejection of the executory contracts and unexpired leases described in the Sale Notice and payment of the Cure Claims proposed in such notice; or (b) proceed with the Proposed Abandonment, including the rejection of any related executory contracts and unexpired leases. In addition, the applicable Debtor or Debtors may consummate a Proposed Sale or Proposed Abandonment prior to expiration of the applicable Notice Period if each Interested Party consents in writing to the Proposed Sale or Proposed Abandonment.

7. A Proposed Sale, including the assumption, assumption and assignment, or rejection of executory contracts and unexpired leases proposed in connection with the sale, will be deemed fully authorized by the Court upon either (a) for a private sale, (i) the expiration of the Notice Period without the assertion of any Objections or (ii) the written consent of all Interested Parties; or (b) subject to the procedures set forth in paragraph 8 below, for a sale by auction, (i) the expiration of the Notice Period without the assertion of any Objections or the written consent of all Interested Parties and (ii) the Debtors' acceptance of a qualifying bid in excess of the Minimum Bid at the auction.

8. If a sale transaction is completed at an auction, the Debtors shall file with the Court and serve upon the Interested Parties a report of the results of the auction (including the identity of any purchaser) (an "Auction Report") within 10 days after the conclusion of the

³ If no Interested Party files an Objection to the Minimum Bid proposed for an auction, or any such Objections are resolved so that the auction may proceed, the Debtors may sell the applicable Miscellaneous Asset at the auction for any price above the Minimum Bid, even if the sale price exceeds the Sale Cap.



auction. The Auction Report shall specify that counterparties to any executory contracts or unexpired leases to be assumed and assigned in connection with the sale transaction shall have five business days following service of the Auction Report (the "Adequate Assurance Objection Period") to object to the proposed adequate assurance of future performance by the purchaser, consistent with section 365 of the Bankruptcy Code (an "Adequate Assurance Objection"). If no Adequate Assurance Objection is received within the Adequate Assurance Objection Period, the Proposed Sale shall be deemed fully authorized by the Court pursuant to paragraph 7 above. Any Adequate Assurance Objections must be in writing and served on the Interested Parties so as to be received by all such parties prior to expiration of the Adequate Assurance Objection Period. Each Adequate Assurance Objection must state with specificity the grounds for objection. If an Adequate Assurance Objection is properly served, the Proposed Sale may not proceed absent (a) written withdrawal of the Adequate Assurance Objection or (b) entry of an order of the Court specifically approving the Proposed Sale. If the Debtors are unable to resolve an Adequate Assurance Objection on a consensual basis, the applicable Debtor or Debtors may schedule the Proposed Sale and the Adequate Assurance Objection for hearing at the next available omnibus hearing date in these chapter 11 cases by giving at least five business days' written notice of the hearing to any objecting counterparty and any Transferee(s). Notwithstanding the foregoing, the Debtors shall retain the right, with the consent of the relevant Transferee, to remove any executory contract or unexpired lease that is the subject of any Adequate Assurance Objection from the applicable sale transaction. Upon such removal, the Debtors' request to assume and assign such contract or lease shall be deemed withdrawn, the Adequate Assurance Objection shall be deemed moot and the relevant sale transaction shall be deemed fully authorized by the Court pursuant to paragraph 7 above.



9. If any significant economic terms of a Proposed Sale are amended after transmittal of the Sale Notice (including as part of the resolution of any Objections), the applicable Debtor or Debtors shall send a revised Sale Notice to all Interested Parties describing the Proposed Sale, as amended. If a revised Sale Notice is required, the Notice Period shall be extended or, if previously expired, renewed for an additional five business days from the date of service of the revised Sale Notice.

10. Any Objections to a Proposed Sale or a Proposed Abandonment must be in writing and served by hand delivery, overnight mail or email on the Interested Parties so as to be received by all such parties prior to expiration of the Notice Period. Each Objection must state with specificity the grounds for objection.

11. If an Objection is properly served, the Proposed Sale or the Proposed Abandonment may not proceed absent (a) written withdrawal of the Objection, (b) entry of an order of the Court specifically approving the Proposed Sale or the Proposed Abandonment or (c) the submission of a Consent Order in accordance with the procedures described below.

12. Any Objections may be resolved without a hearing by an order of the Court submitted on a consensual basis by the applicable Debtor or Debtors, any Transferee(s) and the objecting party (a "Consent Order"); provided, however, that if any significant economic terms of a Proposed Sale are modified by the Consent Order, the applicable Debtor or Debtors shall: (a) prior to submission to the Court of the Consent Order, provide the Interested Parties with five business days' notice of the Consent Order and an opportunity to object to the terms thereof by transmitting a written statement of objection to the Debtors' counsel; and (b) with the Consent Order, provide the Court with a written certification that (i) such prior notice was given and (ii) no Interested Party timely asserted an objection to the Consent Order. If the Debtors are



unable to resolve an Objection on a consensual basis, the applicable Debtor or Debtors may schedule the Proposed Sale or the Proposed Abandonment and the Objection for hearing at the next available omnibus hearing date in these chapter 11 cases by giving at least five business days' written notice of the hearing to any objecting party and any Transferee(s).

13. If a holder of a lien, claim or encumbrance receives a Sale Notice and does not object within the prescribed time period, such holder shall be deemed to have consented to the Proposed Sale.

14. Notwithstanding the notice procedures described above (the "Notice Procedures"), for (a) any transaction involving the private sale or transfer (other than to an Insider) of a Miscellaneous Asset for less than \$2,000,000 in total consideration, as measured by the amount of cash and other consideration (such as assumption of liabilities by the Transferee(s)) to be received by the Debtors on account of the Miscellaneous Assets to be sold or transferred in any one transaction or in any series of related transactions (a "De Minimis Private Sale"), provided that, notwithstanding the foregoing, the private sale or transfer of any asset with a book value, as recorded in the Debtors' books and records, in excess of \$10,000,000 shall be effected pursuant to the Notice Procedures; (b) the auction of any Miscellaneous Asset with a book value equal to or less than \$2,000,000 (together with any De Minimis Private Sale, a "De Minimis Sale"); or (c) the abandonment (other than to an Insider) of any non-real estate asset with a book value of less than \$1,000,000 (a "De Minimis Abandonment"),⁴ the applicable Debtor or Debtors will be authorized, without following the Notice Procedures and without further notice and further Court approval, to consummate the De Minimis Sale or De Minimis Abandonment and

⁴ Any real property, or any interest therein, shall be abandoned only pursuant to the Notice Procedures or by separate motion of the Debtors.



such De Minimis Sales or De Minimis Abandonments will be deemed fully authorized by the Court, provided that the Debtors have obtained any necessary consents required pursuant to the DIP Financing Agreement in connection with such De Minimis Sale or De Minimis Abandonment. Although notice or hearing will not be required for the Debtors to consummate a De Minimis Sale or a De Minimis Abandonment (except as otherwise provided in this Order), the Debtors, at their discretion, (a) may use the Notice Procedures for any such sale or abandonment and (b) shall use the Notice Procedures in connection with any De Minimis Sale or De Minimis Abandonment involving the assumption, assumption and assignment, or rejection of an executory contract or unexpired lease.⁵ Five days' written notice shall be given to (a) any party holding an Other Lien senior in priority of payment to the DIP Lenders' liens prior to the consummation of any De Minimis Sale or De Minimis Abandonment involving assets subject to such Other Lien, and (b) the ENRD and the Department of Interior, Bureau of Land Management (the "BLM") prior to the consummation of any De Minimis Sale involving (i) real property, or any interest therein, that presents, has been alleged by a Governmental Authority to present or may be reasonably alleged to present Environmental Contamination and (ii) any real property in which the BLM has a legal interest. Notwithstanding any of the foregoing, any proposed sale or abandonment of material licensed by the NRC shall be effected only pursuant to the Notice Procedures or by separate motion of the Debtors.

15. Notwithstanding the foregoing, with respect to any proposed De Minimis Sale or De Minimis Abandonment involving real property that is subject to coal mining permits or other obligations with a letter of credit, surety bond, guaranty or other credit support securing

⁵ Within 20 days after the end of any calendar month in which one or more De Minimis Abandonments is effected, the Debtors shall file a written report on the docket listing such De Minimis Abandonment(s) and the effective date(s) thereof.



the Debtors' related obligations (the "Support"), the Debtors shall provide written notice to the applicable Support provider and, to the extent applicable, any party providing credit support for the Support (and their respective counsel) (collectively, the "Support Parties"), to the extent known to the Debtors after reasonable inquiry, with such written notice to be provided five days prior to closing or effectuating such sale or abandonment and to identify the real property affected and the related coal mining permit and Support (including any related credit support).

16. Buyers of the assets sold pursuant to this Order will take title to such assets free and clear of liens, claims, encumbrances and other interests under section 363(f) of the Bankruptcy Code. All such liens, claims, encumbrances and other interests will attach to the proceeds of the sale to the extent applicable state law or any relevant security agreement (or both) provide for the continuation of such liens, claims, encumbrances and other interests, with the same validity and priority as with respect to the assets; provided, however, that nothing in the Motion or this Order or any actions taken pursuant to this Order shall be deemed an admission or determination with respect to the validity or priority of any lien, claim, encumbrance or other interest.

17. Upon the closing of a sale or transfer pursuant to this Order, the Debtors may assume, assume and assign, or reject any executory contract or unexpired lease and pay any related Cure Claims. The nondebtor parties to any executory contracts or unexpired leases are hereby barred from asserting any further Cure Claims in respect of such executory contracts or unexpired leases after the objection period for a Proposed Sale has expired.

18. With respect to executory contracts to be assumed, or assumed and assigned, as part of any transaction under the Miscellaneous Asset Procedures and this Order, any adequate assurance of future performance shall be provided, and any Cure Claims paid,



consistent with section 365 of the Bankruptcy Code. To the extent that any Cure Claims are payable in connection with a transaction under the Miscellaneous Asset Procedures, such Cure Amounts shall (a) not count against the Sale Cap to the extent paid by the purchaser of assets and (b) to the extent paid by the Debtors, be deducted from the total consideration received by the Debtors to be applied against the Sale Cap.

19. Sales or transfers of Miscellaneous Assets pursuant to the terms of this Order shall be deemed arm's length transactions and buyers shall be entitled to the protections of section 363(m) of the Bankruptcy Code.

20. The Debtors hereby are authorized to pay, without further Court approval, ~~Commissions for brokers and auctioneers utilized in connection with any sales of Miscellaneous Assets upon satisfaction of the disclosure requirements provided herein.~~

21. Each and every federal, state and local government agency or department is hereby directed to accept any and all documents and instruments necessary or appropriate to consummate the disposition of Miscellaneous Assets. The register or recorder of deeds (or other similar recording agency) is hereby directed to accept and include a certified copy of this Order along with any other appropriate conveyance documents used to record and index the transfer of any Miscellaneous Assets in the appropriate public records.

22. Any net proceeds obtained by the Debtors from any sales of Miscellaneous Assets shall be applied as may be required by any order approving the Debtors' proposed debtor in possession financing or any other order entered by the Court. Nothing contained herein shall be deemed a waiver by the DIP Lenders of any required approval or disapproval of any sale, whether pursuant to this Order or otherwise. Nothing contained herein



shall constitute or be deemed to constitute a waiver of any right of the Debtors or any other party in interest to dispute any claim or lien.

23. The liens of all other holders of valid and perfected liens shall be treated in accordance with section 363(f) of the Bankruptcy Code.

24. The Debtors shall provide, to the extent practicable, a written report or reports, within 20 days after the end of each calendar month (any such report, a "Monthly Report") concerning any such sales, transfers or abandonments made pursuant to the terms of this Order (including the names of the purchasing parties and the types and amounts of the sales or abandonments) to the U.S. Trustee and counsel to the Committee; provided, however, that no Monthly Report need be provided for any month where there are no such sales, transfers or abandonments; and provided further that, to the extent any Monthly Report describes the De Minimis Sale or De Minimis Abandonment of any asset subject to an Other Lien senior in priority of payment to the DIP Lenders' liens, the Monthly Report shall be provided to the holder of such Other Lien.

25. Nothing in this Order or in any asset sale agreement entered into pursuant to this Order shall: (a) alter, limit, impair, expand or otherwise modify any right of any governmental unit to enforce any liability to such governmental unit (including any liability for penalties, damages, cost recovery or injunctive relief) under applicable police and regulatory statutes or regulations (including, but not limited to, applicable environmental laws or regulations) on the part of any entity in its capacity as the owner, lessor, controller or operator or property sold or transferred pursuant to this Order; (b) alter, limit, impair, expand or otherwise modify the obligation of any entity, including the Debtors or any Transferee, to comply with applicable environmental or public health laws; (c) authorize the transfer to a Transferee of any



governmental licenses, permits, registrations, authorizations or approvals without compliance with all applicable legal requirements under the law governing such transfers; or (d) alter, limit, impair, expand or otherwise modify any right of the United States of America, acting through the U.S. Department of Interior's Office of Surface Mining ("OSM"), to (i) take enforcement actions pursuant to 30 C.F.R. Parts 842 and 843, (ii) pursue the individuals who owned or controlled the Debtors through alternative enforcement actions under 30 C.F.R. Part 847 and (iii) link the Debtors' owners or controllers to violations on OSM's Applicant Violator System; provided, however, that nothing in this paragraph shall alter, limit, impair, expand or otherwise modify any right, defense or protection from liability that any entity may have with respect to any of the foregoing under any applicable statute, rule or regulation, including, but not limited to, as an "innocent landowner" or "bona fide prospective purchaser" under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601, *et seq.*

26. Nothing in this Order shall be deemed to allow the Debtors to abandon real property or personal property in violation of any applicable state or federal laws or regulations, including but not limited to United States environmental laws and regulations.

27. In addition to any notice required herein, the Debtors shall provide notice of any sale or abandonment hereunder to any state or federal environmental regulatory authority to the extent otherwise required by applicable law.

28. The 14-day stay imposed by Bankruptcy Rules 6004(h) and 6006(d) is hereby waived with respect to each Proposed Sale and Proposed Abandonment conducted in accordance with this Order, and the Debtors may close Proposed Sales as set forth herein without reference to such stay.



29. The requirement under Local Bankruptcy Rule 9013-1(G) to file a memorandum of law in connection with the Motion is hereby waived to the extent necessary.

30. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

31. This Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

Sep 17 2015
Dated: _____, 2015
Richmond, Virginia

/s/ Kevin R. Huennekens
UNITED STATES BANKRUPTCY JUDGE

Entered on Docket:9/17/15



WE ASK FOR THIS:

Respectfully submitted,

/s/ Henry P. (Toby) Long, III
Tyler P. Brown (VSB No. 28072)
J.R. Smith (VSB No. 41913)
Henry P. (Toby) Long, III (VSB No. 75134)
Justin F. Paget (VSB No. 77949)
HUNTON & WILLIAMS LLP
Riverfront Plaza, East Tower
951 East Byrd Street
Richmond, Virginia 23219
Telephone: (804) 788-8200
Facsimile: (804) 788-8218

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North Point
901 Lakeside Avenue
Cleveland, Ohio 44114
Telephone: (216) 586-3939
Facsimile: (216) 579-0212

*Proposed Counsel to the Debtors
and Debtors in Possession*

**CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)**

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Henry P. (Toby) Long, III

