



Gentry Mountain Mining LLC

September 30, 2020

Mr. Steve Christensen
Division of Oil, Gas & Mining
1594 West North Temple, Suite 1210
P. O. Box 145801
Salt Lake City, UT 84114-5801

Bear Canyon Miner Permit Transfer, Gentry Mountain Mining, LLC, C/015/0025

Dear Sir:

Enclosed is an application to transfer the Bear Canyon permit C/015/0025 from Castle Valley Mining to Gentry Mountain Mining LLC.

If you have any questions please contact me at 385-414-2857 or Miles Stephens at 435-609-0284.

Kindest Regards,

Mark Reynolds, PE, PSE

APPLICATION FOR COAL PERMIT PROCESSING

Permit Change New Permit Renewal Exploration Bond Release Transfer

Permittee: Gentry Mountain Mining

Mine: Bear Canyon Mine

Permit Number: ACT/015/025

Title: Bear Canyon Permit Transfer 2020

Description, Include reason for application and timing required to implement:

Gentry Mountain Mining is now the operator of the mine. The permit is being updated to reflect this

Instructions: If you answer yes to any of the first eight (gray) questions, this application may require Public Notice publication.

- Yes No 1. Change in the size of the Permit Area? Acres: _____ Disturbed Area: _____ increase decrease.
- Yes No 2. Is the application submitted as a result of a Division Order? DO# _____
- Yes No 3. Does the application include operations outside a previously identified Cumulative Hydrologic Impact Area?
- Yes No 4. Does the application include operations in hydrologic basins other than as currently approved?
- Yes No 5. Does the application result from cancellation, reduction or increase of insurance or reclamation bond?
- Yes No 6. Does the application require or include public notice publication?
- Yes No 7. Does the application require or include ownership, control, right-of-entry, or compliance information?
- Yes No 8. Is proposed activity within 100 feet of a public road or cemetery or 300 feet of an occupied dwelling?
- Yes No 9. Is the application submitted as a result of a Violation? NOV # _____
- Yes No 10. Is the application submitted as a result of other laws or regulations or policies?
Explain: _____
- Yes No 11. Does the application affect the surface landowner or change the post mining land use?
- Yes No 12. Does the application require or include underground design or mine sequence and timing? (Modification of R2P2)
- Yes No 13. Does the application require or include collection and reporting of any baseline information?
- Yes No 14. Could the application have any effect on wildlife or vegetation outside the current disturbed area?
- Yes No 15. Does the application require or include soil removal, storage or placement?
- Yes No 16. Does the application require or include vegetation monitoring, removal or revegetation activities?
- Yes No 17. Does the application require or include construction, modification, or removal of surface facilities?
- Yes No 18. Does the application require or include water monitoring, sediment or drainage control measures?
- Yes No 19. Does the application require or include certified designs, maps or calculation?
- Yes No 20. Does the application require or include subsidence control or monitoring?
- Yes No 21. Have reclamation costs for bonding been provided?
- Yes No 22. Does the application involve a perennial stream, a stream buffer zone or discharges to a stream?
- Yes No 23. Does the application affect permits issued by other agencies or permits issued to other entities?

Please attach one (1) review copy of the application.

I hereby certify that I am a responsible official of the applicant and that the information contained in this application is true and correct to the best of my information and belief in all respects with the laws of Utah in reference to commitments, undertakings, and obligations, herein

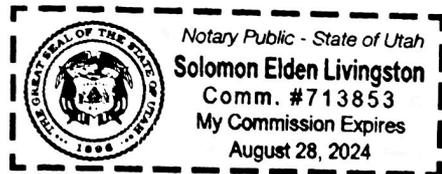
H Patrick Peterson
Print Name

H Patrick Peterson 9-25-20
Sign Name, Position, Date

Subscribed and sworn to before me this 25th day of September, 2020

Solomon Elden Livingston
Notary Public

My commission Expires: 8-28, 2024
Attest: State of Utah) ss:
County of Salt Lake



For Office Use Only:

Assigned Tracking
Number:

Received by Oil, Gas & Mining

NOTICE OF PERMIT TRANSFER GENTRY MOUNTAIN MINING, LLC

Notice is hereby given the Gentry Mountain Mining, LLC, 3212 South State Street, Salt Lake City Ut. 84115 has submitted an application to the Division of Oil, Gas and Mining to transfer the Bear Canyon Mine Permit # C/015/0025 (formally held by Castle Valley Mining) to Gentry Mountain Mining. The mine is currently active. The permit encompasses the following areas

Township 16 South, Range 7 East, SLBM

Sec. 1: Lots 1 and 2, S1/2NE1/4, SE1/4;

Sec 10: N1/2, N1/2S1/2, SE1/4SW1/4, S1/2SE1/4

Sec 11: All

Sec 12: All

Sec 13: All

Sec 14: NE1/4, E1/2NW1/4, S1/2

Sec 23: E1/2, E1/2W1/2

Sec 24: All

Sec 25: All

Sec 26: NE1/4NE1/4, NW1/4NE1/4, N1/2SW1/4NE1/4 and the access/haul road and topsoil storage area
Township 16 South, Range 8 East,

Sec. 6: Lots 11-14, E1/2 SW1/4, W1/2 SE1/4, SE1/4SE1/4;

Sec. 7: All;

Sec. 8: NW1/4, W1/2 E1/2, N1/2 SW1/4, SE1/4 SW1/4, SW1/4 SW1/4;

Sec. 16: All;

Sec. 17: All;

Sec. 18: All;

Sec. 19: S1/2 NW1/4, SW1/4, SW1/4 SE1/4, N1/2SE1/4, S1/2 NE1/4, Lot 1, NE1/4 NW1/4, N1/2 NE1/4;

Sec. 20: S1/2 NW1/4, N1/2 SW1/4, N1/2 NW1/4, NE1/4, NE1/4 SE1/4;

Sec. 21: E1/2 NW1/4, NE1/4, N1/2 SE1/4, W1/2 NW1/4, N1/2 SW1/4, SE1/4SW1/4, S1/2SE1/4;

Sec. 30: W1/2, W1/2 NE1/4, NW1/4 SE1/4; and

The total disturbed areas of the mine is 35.08 acres.

A copy of the permit transfer application may be examined at the office of the Division of Oil, Gas, and Mining, 1594 West North Temple, Suite 1210 Salt Lake City, Utah 84114-5801. Written comments objections, or requests for an informal conference may be submitted to the Division of Oil, Gas, and Mining address above. Said comments must be submitted thirty (30) days from the date of publication of this notice. This notice is being published to comply with the Surface Mining Control and Reclamation Act of 1977, and State and Federal regulations promulgated pursuant to said Act.

R645-301-100 GENERAL CONTENTS

R645-301-112 Identification of Interests

112.100 Statement of corporation

~~Castle Valley~~ **Gentry Mountain** Mining LLC is a ~~foreign~~ limited liability company, registered in the state of Utah. ~~Castle Valley~~ **Gentry Mountain** Mining LLC is the payer of the abandoned mine reclamation fee. Federal Identification Number: ~~27-2909495~~ **82-3919015**.

112.200-230 Names, addresses, and telephone numbers of the applicant, and the applicant's resident agent who will accept service of process.

Applicant: ~~Castle Valley Mining~~ **Gentry Mountain Mining LLC**
P.O. Box 475
~~5550 W. Bear Canyon Rd.~~ **3212 South State Street**
~~Huntington UT, 84528~~ **Salt Lake City, UT 84115**
(435) 687-5454

Correspondence should be sent to the Applicant.

Resident Agent: ~~Tony Welch~~ **Hyrum Patrick Peterson**
P.O. Box 475
~~5550 W. Bear Canyon Rd.~~ **3212 South State Street**
~~Huntington UT, 84528~~ **Salt Lake City, UT 84115**
(435) 687-5454

Person paying the abandoned mine land reclamation fee.

~~Tony Welch~~ **Hyrum Patrick Peterson**
P.O. Box 475
~~5550 W. Bear Canyon Rd.~~ **3212 South State Street**
~~Huntington UT, 84528~~ **Salt Lake City, UT 84115**
(435) 687-5454

112.300 For each person who owns or controls the applicant:

112.310 Name and address of each officer, partner, principal, principal shareholder, and director or other person performing a function similar to a director

See Appendix H Ownership and Control ~~pages 1H-3 through 1H-17.~~

112.320 The persons ownership and control relationship to the applicant including percentage ownership and location in the organization structure

See Appendix H Ownership and Control.

112.330 The title of the person's position, date position was assumed, and when submitted under R645-300-147.

See Appendix H Ownership and Control.

112.340 All names under which the applicant operates or previously operated a coal mine and reclamation operation in the United States within the 5 years preceding the date of application.

~~See Appendix H Ownership and Control 1H-18 and 1H-19.~~

The Applicant does not operate any other mines and has not operated any other mines in the last 5 years

112.350 Not Applicable

112.400 Pending, current, and previous coal mining and reclamation operation permit applications.

C/015/021 Utah Division of Oil Gas and Mining
C/015/025 Utah Division of Oil Gas and Mining

112.410 Federal or State permit numbers and MSHA numbers, the date of issuance, and the regulatory authority.

See [Table 1-2](#) on the following page.

112.420 Not Applicable

112.700 Mine associated structures MSHA numbers

	<u>Structure</u>	<u>MSHA ID No.</u>
Castle Valley	Bear Canyon #3	Mine MSHA # 42-02263
Castle Valley	Bear Canyon #4	Mine MSHA # 42-02335

112.800 Interest in Lands, options, or bids for lands contiguous to the permit area.

There are no current interests, options or pending bids for lands contiguous to the permit area.

112.900 Not Applicable

R645-301-113 Violation Information

113.100 A statement as to whether the applicant has:

113.110 Had a federal or state coal mining permit revoked

~~Castle Valley~~ Gentry Mountain Mining LLC has had no federal or state mining and reclamations permits revoked.

113.120 Forfeited a performance bond or security deposit

~~Castle Valley~~ Gentry Mountain. has never forfeited a performance bond.

113.200-240 Not Applicable

113.300-350 For any violation include the date of issuance and identity of the issuing regulatory authority. A brief description of the violation alleged in the notice. The date and location of any judicial proceeding initiated concerning the violation. The current status of the proceedings and of the violation notice. The actions taken by any person identified to abate the violation.

Violation information for ~~Castle Valley~~ Gentry Mountain Mining Company is given in [Appendix 1-A](#)

R645-301-114 Right of Entry Information

114.100-300 A description of the documents upon which the legal right to enter and begin coal mining and reclamation is based.

The applicant's right to enter the lands and to conduct operations in the permit area is based on the documents listed below. (See Appendix 1-I)

1. Order from the United States Bankruptcy Court for the Southern District of Ohio (Case No 20-12043) Entered 09/04/20 17:20:40
2. Permit Transfer and Operating Agreement (9/9/20)
3. C.O.P Right of Entry (9/25/20)

APPENDIX 1H

OWNERSHIP AND CONTROL

Gentry Mountain Mining LLC Owner and Controller Information*

Name	Relationship	
Hyrum Patrick Peterson	Director, CEO, and Treasurer Start Date - 9-1-20	

*No individuals own more than 10% of the company

APPENDIX 1-I
RIGHT OF ENTRY

This document has been electronically entered in the records of the United States Bankruptcy Court for the Southern District of Ohio.

IT IS SO ORDERED.



Guy R. Humphrey
Guy R. Humphrey
United States Bankruptcy Judge

Dated: September 4, 2020

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO**

In re:) Chapter 11
)
Hopedale Mining LLC, *et al.*,¹) Case No. 20-12043 (GRH)
)
) (Jointly Administered)
)
Debtors.) Honorable Guy R. Humphrey

ORDER (I) APPROVING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF ALL NON-ASSUMED LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS; (II) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES; AND (III) GRANTING RELATED RELIEF [RELATED TO DOCKET NO. 26]

Upon the *Debtors' Motion for Entry of (I) An Order (A) Approving Bidding and Sale Procedures with Respect to the Sale of Substantially All of the Debtors' Assets, (B) Authorizing*

¹ The Debtors in these Chapter 11 cases are (with the last four digits of their federal tax identification numbers in parentheses): Rhino GP LLC (8619), Rhino Resource Partners LP (7517), Rhino Energy LLC (6320), Rhino Trucking LLC (8773), Rhino Exploration LLC (8863), Triad Roof Support Systems LLC (1183), Springdale Land LLC (9816), McClane Canyon Mining LLC (3783), Rhino Northern Holdings LLC (1858), CAM-Ohio Real Estate LLC (1859), CAM-Colorado LLC (4269), Taylorville Mining LLC (5106), CAM Coal Trading LLC (4143), Castle Valley Mining LLC (9495), Jewell Valley Mining LLC (0270), Rhino Services LLC (3356), Rhino Oilfield Services LLC (8938), Rhino Technologies LLC (0994), CAM Mining LLC (2498), Rhino Coalfield Services LLC (3924), Hopedale Mining LLC (9060), CAM-Kentucky Real Estate LLC (9089), CAM-BB LLC (9097), Leesville Land LLC (7794), CAM Aircraft LLC (5467), Pennyrile Energy LLC (6095), Rhino Eastern LLC (1457), Rockhouse Land LLC (7702).

*the Entry Into the Asset Purchase Agreement with the Stalking Horse Bidder and the Granting of Stalking Horse Protections, (C) Scheduling an Auction and Sale Hearing and Approving the Form and Manner of Notice Thereof, (D) Approving the Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (E) Granting Related Relief; and (II) An Order Approving the Sale of Such Assets and Related Relief (the “**Sale Motion**”)² (Docket No. 26) dated July 22, 2020, of the above-captioned debtors and debtors-in-possession, pursuant to sections 105(a), 363, 365, and 503(b) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2002, 6004, 6006, and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Local Rule 6004-1, and the local Procedures for Complex Chapter 11 Cases, for, among other things, (i) approval of the sale or sales (collectively, the “**Sale Transaction**”) of substantially all assets of the Debtors (the “**Assets**”) free and clear of any pledges, liens, security interests, encumbrances, claims (as such term is defined in section 101(5) of the Bankruptcy Code), charges, options and interests thereon (collectively, the “**Interests**”)³ to the maximum extent permitted by section 363 of the Bankruptcy Code, except as otherwise provided in the Sale Agreements; (ii) approval of the assumption and assignment of the executory contracts and unexpired leases included in the Purchased Assets⁴ under the terms of the Sale Agreements, if any (the “**Assigned Contracts**”), and (iii) approval of related relief; and the Court having previously entered its *Order (A) Approving Bidding and Sale Procedures with Respect to the Sale of Substantially All Assets, (B) Authorizing the Entry Into a Stalking Horse Agreement and the Provision of Stalking Horse**

² Capitalized terms used, but not defined, herein have the meaning ascribed to them in the Sale Motion or the Stalking Horse Agreement (as defined in the Bidding Procedures Order) or such other applicable Asset Purchase Agreement (collectively, the “**Sale Agreements**”). In the event a term is defined in both the Sale Motion and the applicable Sale Agreements, the definition in the applicable Sale Agreements shall govern.

³ With respect to the Stalking Horse Bidder and the Buyers, “interests” shall be defined as set forth in Paragraph 13.

⁴ Reference to “Assets” with respect to assets purchased by the Buyers pursuant to the respective Sale Agreements means “Purchased Assets” as defined therein.

*Protections, (C) Scheduling an Auction and Sale Hearing and Approving the Form and Manner of Notice Thereof, and (D) Approving the Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases, and (E) Granting Related Relief (Docket No. 232) (the “**Bidding Procedures Order**”); and the Bankruptcy Court having conducted a hearing on the Sale Motion on September 4, 2020 (the “**Sale Hearing**”) and all parties in interest having been heard, or having had the opportunity to be heard, regarding the Sale Motion; and the Bankruptcy Court having reviewed and considered the Sale Motion, and the arguments of counsel made, and the evidence adduced, at the hearing to approve the Bidding Procedures (the “**Bidding Procedures Hearing**”) and the Sale Hearing; and upon the record of the Bidding Procedures Hearing and the Sale Hearing, and these chapter 11 cases and proceedings, and after due deliberation thereon, and good cause appearing therefor;*

IT IS HEREBY FOUND AND DETERMINED THAT:⁵

A. **Bankruptcy Petitions.** On July 22, 2020 (the “**Petition Date**”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (collectively, the “**Chapter 11 Cases**”). The Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Chapter 11 Cases.

B. **Jurisdiction and Venue.** The Bankruptcy Court has jurisdiction over the Sale Motion and the Sale Transaction pursuant to 28 U.S.C. §§ 157 and 1334 and General Order 30-3 from the United States Bankruptcy Court for the Southern District of Ohio, dated December 4, 2019 and may enter a final order on the Motion consistent with Article III of the United States

⁵ To the extent any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such. Furthermore, any findings of fact or conclusions of law made by the Court on the record at the close of the Sale Hearing are incorporated herein.

Constitution. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue in this district is proper under 28 U.S.C. §§ 1408 and 1409.

C. **Statutory Predicates.** The statutory predicates for the relief requested in the Sale Motion are sections 105, 363, 365 and 503(b) of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, and 9014, Local Rule 6004-1, and the Procedures for Complex Chapter 11 Cases.

D. **Notice.** As evidenced by the affidavits of service (Docket Nos. 264, 265, and 281) previously filed with the Court, and based on the representations of counsel at the Sale Hearing, proper, timely, adequate, and sufficient notice of the Sale Motion, including, without limitation, the Sale Transaction, the assumption and assignment of the Assigned Contracts, the Auction, the Sale Hearing, and the Bidding Procedures (as defined in the Bidding Procedures Order) have been provided in accordance with sections 102(1), 363, and 365 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006, 9006, and 9007 and Local Rule 6004-1. Such notice was good and sufficient and appropriate under the particular circumstances. No other or further notice of the Sale Motion, including, without limitation, the Sale Transaction, the Debtors' assumption and assignment of the Assigned Contracts, the Cure Costs, the Auction, or the Sale Hearing, is necessary or shall be required. With respect to entities whose identities were not reasonably ascertained by the Debtors, publication of the Auction and Hearing Notice was made as provided in Docket No. 281, and such notice was sufficient and reasonably calculated under the circumstances to reach all known and unknown entities.

E. **Assumption/Assignment Notice.** As evidenced by the affidavit of service (Docket No. 264) previously filed with the Court, an Assumption/Assignment Notice (Docket No. 236) has been served on each of the non-Debtor counterparties to the Assigned Contracts identified on the list(s) the Debtors have filed on the docket, all in accordance with the Bidding Procedures Order.

The service of the Assumption/Assignment Notice was sufficient under the circumstances, and no further notice need be given in respect of the Debtors' assumption and assignment of the Assigned Contracts or the establishment of associated Cure Costs. Non-debtor parties to the Assigned Contracts have had an adequate opportunity to object to the Debtors' assumption and assignment of the Assigned Contracts and the associated Cure Costs.

F. **Opportunity to Object.** A reasonable opportunity to object or be heard regarding the requested relief has been afforded to all interested persons and entities.

G. **Business Justification.** In accordance with the Bidding Procedures, the Debtors in consultation with the Consultation Parties selected Baseline Bids. As part of that process, and in order to generate the most value for the Assets, the Pledge Servicing Partners, LLC (the "**Stalking Horse Bidder**") agreed to an Amended and Restated Asset Purchase Agreement dated August 28, 2020, the terms of which allowed for various assets subject to the original Stalking Horse Agreement to be sold to other Qualified Bidders. The term Stalking Horse Agreement as used in this Order shall refer to the Amended and Restated Asset Purchase Agreement with the Stalking Horse Bidder dated August 28, 2020, which agreement is a Sale Agreement hereunder.

H. The Debtors have articulated good and sufficient business reasons evidencing an adequate business justification supporting (i) their entry into the Sale Agreements and consummation of the Sale Transaction for the sale of the Assets and (ii) the Debtors' assumption and assignment of the Assigned Contracts. Such actions are an appropriate exercise of the Debtors' business judgment and in the best interests of the Debtors, their estates, and their creditors. Such business reasons underlying the Debtors' sound exercise of their business judgment include, but are not limited to, the facts that (i) the continued operation of the Assets and corresponding costs will continue to deplete the Debtors' estates, so there is a "need for speed" to consummate the Sale

Transaction; (ii) the Assets have been adequately marketed and each of the Sale Agreements⁶ by and between: (a) certain of the Debtors and the Stalking Horse Bidder, (b) C.O.P. Coal Development Company; Mountaineer Metallurgical Holdings, LLC; Eagle Specialty Materials, LLC; Carter Roag Coal Company; Ceres Consulting L.L.C.; and Prime Met, Inc. (the “**Other Buyers**”⁷, and collectively with the Stalking Horse Bidder, the “**Buyers**”) constitutes the highest or otherwise best offer for the applicable Assets; (iii) the Sale Transaction will present the best opportunity to realize the value of the Assets on a going concern basis and to avoid decline and devaluation of the related business; (iv) the Bidding Procedures utilized were designed to yield the highest or otherwise best bids for the Assets; and (v) the Debtors and the Buyers engaged in good faith, arm’s-length negotiations in order to achieve the Sale Transaction contemplated in the Sale Agreements. Entry of this Order and all provisions hereof is a necessary condition precedent to the Buyers consummating the Sale Transaction. To maximize the value of the Assets and preserve the viability of the operations to which the Assets relate, it is essential that the Sale Transaction occur within the time constraints set forth in the Sale Agreements. Time is of the essence in consummating the Sale Transaction. Accordingly, cause exists to lift the stays contemplated by Bankruptcy Rules 6004 and 6006.

⁶ For the avoidance of doubt, the term “Sale Agreements” shall include such agreement as may be amended, supplemented, or otherwise modified, together with any and all agreements, certificates, instruments, or documents executed and delivered pursuant thereto.

⁷ To the extent necessary and applicable, “Other Buyers” shall include the following Qualified Bidders who are Alternate Bidders in the event the Debtors close with an Alternate Bidder instead of the previously identified Successful Bidders: RAMACO Resources Land Holdings, LLC and Wyoming Eagle, LLC (Joint Bid) as Alternate Bidder for Mountaineer Metallurgical Holdings, LLC on Asset Group 5 (Jewell Valley); Prime Met, Inc. as Alternate Bidder for Eagle Specialty Materials, LLC on Asset Group 6 (Rhino Eastern Reserve), for Carter Roag Coal Company on Asset Group 6 (Rich Mountain Reserve), and for the Stalking Horse Bidder on Asset Group 6 (Leesville Reserve). The Stalking Horse Bidder is the Alternate Bidder for Asset Group 6 (Hopedale Dock) and Asset Group 6 (Springdale Reserve).

I. **Opportunity to Bid.** The Bidding Procedures were substantively and procedurally fair to all parties and all potential bidders and afforded notice and a full, fair, and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Assets. The Debtors and their professionals robustly marketed the Assets and conducted the marketing and sale process as set forth in the Sale Motion and in compliance with the Bidding Procedures and the Bidding Procedures Order. The Auction process included in the Bidding Procedures afforded a full and fair opportunity for any person or entity to make an offer to purchase the Assets. Based upon the record of these proceedings, all creditors and other parties in interest and all prospective purchasers have been afforded a reasonable and fair opportunity to bid for the Assets.

J. **Auction.** On August 28, 2020 and in accordance with the Bidding Procedures, the Debtors filed a *Notice of Baseline Bids and Conduct of Virtual Auction* (Docket No. 308) setting forth the Baseline Bids and providing notice of the processes for the Auction. On August 31, 2020, an Auction was conducted in accordance with the Bidding Procedures and after conclusion of the Auction, the Buyers were declared to have made the highest or otherwise best offers with respect to the Assets. The Debtors filed a *Notice of Filing Auction Transcript* on September 3, 2020 (Docket No. 388). The Auction was conducted at arm's length, in compliance with the Bidding Procedures, without collusion, and in good faith. The Auction afforded potential purchasers a full, fair, and reasonable opportunity to make a higher or otherwise better offer for the Assets than that reflected in the Stalking Horse Agreement, including, without limitation, for any one Asset Group, for any combination of Asset Groups, or for any individual Assets within Asset Group 6.

K. **Highest or Otherwise Best Offer.** The Debtors determined in a valid and sound exercise of their business judgment that, and the Court finds that the total consideration provided

by the Buyers for the Assets is the highest or otherwise best offers received by the Debtors. The Buyers are the Successful Bidder for their respective Assets in accordance with the Bidding Procedures. On September 1, 2020, the Debtors filed a notice of Successful Bid (Docket No. 340) pursuant to which they notified parties in interest that the Buyers were the highest and best bidders for the Assets.

L. **Good Faith Purchaser.** The Sale Transaction has been negotiated by the Debtors and the Buyers (and their respective affiliates and representatives) in good faith, at arm's length, and without collusion or fraud. The terms and conditions of the Sale Transaction, including the total consideration to be realized by the Debtors pursuant to the Sale Agreements are fair and reasonable, and the Sale Transaction is in the best interest of the Debtors, their creditors, and their estates. Each of the Buyers is a "good faith purchaser" entitled to the full benefits and protections of section 363(m) of the Bankruptcy Code and any other applicable bankruptcy or non-bankruptcy Law with respect to the sale and assignment of the Assets and the Sale Transaction, including in the event this Order or any portion thereof is reversed or modified on appeal. Buyers otherwise have proceeded in good faith in all respects in connection with the proceeding.

M. None of the Buyers is an "insider" of any of the Debtors as that term is defined by section 101(31) of the Bankruptcy Code, and no common identity of directors or controlling stockholders exists between any of the Buyers and the Debtors. The Sale Agreements were not controlled by an agreement between potential or actual bidders within the meaning of section 363(n) of the Bankruptcy Code. The Debtors and the Buyers have not engaged in any conduct, action, or inaction that would cause or permit the Sale Agreements or the consummation of the Sale Transaction to be avoided, or costs or damages to be imposed, under section 363(n) of the Bankruptcy Code or under any other federal, state, local or foreign law, statute, code, ordinance,

rule, regulation, order, judgment, writ, stipulation, award, injunction or decree or common law requirement (“**Law**”). Each of the Buyers are entitled to all the protections and immunities of section 363(n) of the Bankruptcy Code. This finding is without prejudice to any Challenges (as defined in the Final DIP Order) that may be brought by the Official Committee of Unsecured Creditors (the “**Committee**”) against the Prepetition Secured Parties (as defined in the Final DIP Order); *provided however*, that the Committee agrees and stipulates that it will not challenge the Section 363(n) protection afforded to the Buyers herein; *provided further, however*, that the Committee shall not have the right to bring any Challenge that is resolved pursuant to the *Stipulation and Agreed Order Regarding Certain Lien Matters and Extension of Initial Challenge Period* (Docket No. 392) (the “**Stipulation**”) or otherwise resolved pursuant to the terms hereof.

N. Cause has been shown as to why this Order should not be stayed pursuant to Bankruptcy Rules 6004(h) and 6006(d).

O. **Highest or Otherwise Best Offer.** The Debtors and each of the Buyers are not and will not be entering the Sale Transaction fraudulently or for any improper purpose. The Sale Transaction enhances the value of the Debtors’ estates. No other person or entity or group of persons or entities has offered to purchase the Assets for an amount that would provide greater economic value to the Debtors than the Buyers. The Sale Transaction is not being consummated for the purpose of hindering, delaying, or defrauding creditors of the Debtors. The total consideration provided by the Buyers for the Assets is the highest or otherwise best offer received by the Debtors and constitutes reasonably equivalent value and fair consideration. Accordingly, the Sale Transaction may not be avoided under section 363(n), 548, or 549 of the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, any other applicable Law.

P. **Acquired Assets Property of Debtors' Estates.** The Assets to be transferred and/or assigned, as applicable, to the Buyers pursuant to the Sale Agreements are property of the Debtors' estates and title thereto is vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The Debtors are the sole and lawful owners of the Assets. Subject to the entry of this Order, the Debtors: (i) have full power and authority to deliver the Sale Agreements and all other documents contemplated thereby; (ii) have all of the power and authority necessary to perform their obligations and to consummate the transactions contemplated by the Sale Agreements; and (iii) have taken all corporate action necessary to authorize and approve the Sale Agreements, the Sale Transaction, the assignment of the Assigned Contracts, and all other actions required to be performed by the Debtors in order to consummate the transactions contemplated in the Sale Agreements. No consents or approvals, other than those expressly provided for in the Sale Agreements or this Order, are required for the Debtors to consummate the Sale Transaction.

Q. **Transfer of Assets and Assumed Liabilities.** The transfer of the Assets and Assumed Liabilities (as such term is defined in the Sale Agreements) in accordance with the terms of this Order is integral to the Sale Agreements and is in the best interests of the Debtors, their estates and their creditors, and the Debtors have an adequate business justification therefor.

R. **Assumption and Assignment in Best Interests.** The Debtors' assumption and assignment of the Assigned Contracts pursuant to the terms of this Order is integral to the Sale Transaction and is in the best interests of the Debtors, their estates, their creditors, and all other parties in interest and represents the Debtors' exercise of sound and reasonable business judgment. The Assigned Contracts being assigned to the Buyers are an integral part of the Assets being purchased by the Buyers, and accordingly, such assumption and assignment of the Assigned

Contracts is reasonable and enhances the value of the Debtors' estates. Pursuant to section 365(f) of the Bankruptcy Code, the Assigned Contracts shall be assigned and transferred to, and remain in full force and effect for the benefit of, the Buyers notwithstanding any provision of the Assigned Contracts or other restriction prohibiting their assignment or transfer.

S. **Cure Costs.** The Cure Costs required to be paid pursuant to section 365(b) of the Bankruptcy Code, whether agreed or judicially resolved, and as set forth in the Cure Notice are deemed to be the entire cure obligation due and owing under the Assigned Contracts under Bankruptcy Code section 365(b). To the extent that any non-Debtor counterparty to any of the Assigned Contracts failed to timely file an objection to any of the proposed Cure Costs filed with the Bankruptcy Court, the cure cost listed in the Cure Notice shall be deemed to be the entire cure obligation due and owing under any of the applicable Assigned Contracts. Each provision of the Assigned Contracts or applicable non-bankruptcy Law that purports to prohibit, restrict, or condition or could be construed as prohibiting, restricting, or conditioning assignment of any Assigned Contracts has been satisfied or is otherwise unenforceable under Bankruptcy Code section 365. Upon the assignment to the Buyers and the payment of the relevant Cure Costs by the Buyers, as required by the Sale Agreements, each of the Assigned Contracts shall be deemed valid and binding and in full force and effect in accordance with its terms, and all defaults thereunder, if any, shall be deemed cured, subject to the provisions of this Order.

T. **Adequate Assurance.** The Debtors have met all of the requirements of section 365(b) of the Bankruptcy Code for each of the Assigned Contracts. The Debtors or the Buyers, as applicable, have provided adequate assurance of cure of any default existing prior to the Closing Date (as defined in the Sale Agreements) under any of the Assigned Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code, and provided adequate assurance of

compensation to any party for any actual pecuniary loss to such party resulting from such default under any of the Assigned Contracts within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. Each of the Buyers has provided adequate assurance of future performance of and under the Assigned Contracts, within the meaning of section 365(b)(1)(C) of the Bankruptcy Code (including to the extent, if any, modified by section 365(b)(3) of the Bankruptcy Code). The non-Debtor parties to the Assigned Contracts were given notice and the opportunity to object and are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Except as expressly set forth in the Sale Agreements, the transfer of the Assigned Contracts will not subject the Buyers or their assignees or designees, as applicable, to any liability whatsoever prior to the Closing Date, or by reason of such transfer under any applicable Laws or based, in whole or in part, on any theory of law or equity.

U. **Free and Clear.** The sale and assignment of the Assets to the respective Buyers will be, as of the Closing Date, a legal, valid and effective transfer of such assets, and each such transfer and assignment shall, upon the Closing Date, vest the respective Buyers with all right, title, and interest of the Debtors to the Assets free and clear of all Interests, with any such Interests to attach to the net proceeds to be received by the Debtors in the same priority and subject to the same defenses and avoidability, if any, as were in existence on the Closing Date. None of the Buyers would enter into the Sale Transaction if the sale of the Assets were not free and clear of all Interests, or if the Buyers would, or in the future could, be liable for any such Interests. A sale of the Assets other than one free and clear of all Interests would adversely impact the Debtors' estates and would yield substantially less value for the Debtors' estates, with less certainty than the Sale Transaction. There is no better available alternative for the Assets than the sales to the Buyers.

V. **Satisfaction of 363(f) Standards.** The Debtors may sell and assign the Assets free and clear of all Interests, because, with respect to each creditor asserting an Interest, one or more of the standards set forth in sections 363(f)(1)–(5) of the Bankruptcy Code has been satisfied. Those holders of Interests who did not object or who withdrew their objections to the Sale Transaction or any Assumption/Assignment Notice are deemed to have consented to the Sale Motion and the Sale Transaction under section 363(f)(2) of the Bankruptcy Code. Those holders of Interests in the Assets who did object fall within one or more of the other subsections of section 363(f) of the Bankruptcy Code and are adequately protected by having their Interests (if any) attach to the net proceeds of the Sale Transaction ultimately attributable to the Assets in which such holders allege an Interest, in the same order of priority, with the same validity, force, and effect that such holder had prior to the Sale Transaction, and subject to any claims and defenses the Debtors and their estates may possess with respect thereto. An injunction against creditors and third parties pursuing Interests is necessary to induce each of the Buyers to close the Sale Transaction; the issuance of such an injunction is therefore necessary to avoid irreparable injury to the Debtors’ estates and will benefit all creditors.

W. **No Successor Liability.** Each of the Buyers, their Designated Purchaser(s) (as defined in the applicable Sale Agreements), their respective designees, and their respective predecessors, successors, assigns, affiliates, shareholders, members, partners, principals, directors, officers, and employees (or equivalent of any of the foregoing) (“**Buyers’ Related Persons**”) shall have no obligations with respect to any liabilities of the Debtors other than the Assumed Liabilities and will not and shall not be deemed or considered, by any theory of law or equity, (i) to be a legal successor in any respect to the Debtors or their estates as a result of the consummation of the Sale Transaction contemplated by the Sale Agreements or any other event occurring in these Chapter

11 Cases; (ii) to be the successor of or successor employer (as described under COBRA and applicable regulations thereunder) to the Debtors, including without limitation with respect to any Collective Bargaining Agreement, to any Seller Benefit Plan (as defined in the applicable Sale Agreements), under the Coal Act, or under any common law successor liability, and shall instead be, and be deemed to be, a new employer with respect to any and all federal or state unemployment Laws, including any unemployment compensation or tax Laws, or any other similar federal or state Laws; (iii) to have, de facto or otherwise, merged or consolidated with or into the Debtors or their estates; (iv) to have a common identity with the Debtors; (e) to have a continuity of enterprise with the Debtors; (v) to be a continuation, or substantial continuation, or hold themselves out as a mere continuation of the Debtors or any enterprise of the Debtors or their estates; or (vi) to be liable for any acts or omissions of Debtors in the conduct of the Business or arising under or related to the Assets. There is no continuity of enterprise with the Debtors by any theory of law or equity.

X. **Compliance with Bankruptcy Code.** The consummation of the transactions contemplated by the Sale Agreements and Sale Transaction is legal, valid, and properly authorized under all applicable provisions of the Bankruptcy Code, including without limitation sections 105(a), 363(b), 363(f), 363(m), 365(b), and 365(f) of the Bankruptcy Code and all of the applicable requirements of such sections have been or will be complied with in respect of the Sale Transaction as of the Closing Date.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT:

1. **Relief Granted.** The relief requested in the Sale Motion is granted as set forth herein.

2. **Objections Overruled.** All objections and responses to the Sale Motion, this Order or the relief granted herein that have not been overruled, withdrawn, waived, settled, or otherwise

resolved and all reservations of rights included therein, are hereby overruled and denied on their respective merits with prejudice.

3. **Notice.** Notice of the Sale Motion, including without limitation, the transactions set forth in the Sale Agreements and the assumption and assignment of the Assigned Contracts, the Auction, the Sale Hearing, and the Sale Transaction, was fair and reasonable under the circumstances and complied in all respects with sections 102(1), 363, and 365 of the Bankruptcy Code, Bankruptcy Rules 2002, 6004, 6006, 9006, and 9007 and Local Rule 6004-1 and the Procedures for Complex Chapter 11 Cases.

4. **Approval of Sale Agreements.** Pursuant to sections 105, 363, and 365 of the Bankruptcy Code, the Sale Agreements and the Sale Transaction are hereby approved and authorized in all respects and shall be deemed in full force and effect. The Debtors are hereby authorized and empowered to enter into, to fully perform their obligations under, and to consummate the transactions as contemplated under the Sale Agreements and to execute and perform such agreements or documents and to take such other actions as are necessary or desirable to effectuate the terms of the Sale Agreements.

5. **Good Faith Buyers.** The Sale Agreements have been entered into by the Debtors and each of the Buyers in good faith, and each of the Buyers is a good faith purchaser of the Assets and is hereby granted and is entitled to all of the protections provided to a good faith purchaser under section 363(m) of the Bankruptcy Code. Pursuant to section 363(m) of the Bankruptcy Code, if any or all of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of the Bankruptcy Court or any other court, such reversal, modification, or vacatur shall not affect the validity and enforceability of any sale, transfer, or assignment under the Sale Agreements or obligation or right granted pursuant to the terms of this Order (unless

stayed pending appeal prior to the Closing Date) and, notwithstanding any reversal, modification, or vacatur, any sale, transfer, or assignment shall be governed in all respects by the original provisions of this Order or the Sale Agreements, as the case may be.

6. **Section 363(n) of the Bankruptcy Code.** The consideration provided by the Buyers for the Assets under the Sale Agreements shall be and hereby is deemed for all purposes to constitute reasonably equivalent value and fair consideration under the Bankruptcy Code and any other applicable Law, and the Sale Transaction may not be avoided, or costs or damages imposed or awarded under Bankruptcy Code section 363(n) or any other provision of the Bankruptcy Code, the Uniform Fraudulent Transfer Act, the Uniform Fraudulent Conveyance Act, or any other similar Laws.

7. **Authorization of Performance by the Debtors.** The Debtors are authorized and empowered to take any and all actions necessary or appropriate to fully perform under, consummate, and implement the terms of the Sale Agreements together with any and all additional instruments and documents that may be reasonably necessary or desirable to implement and effectuate the terms of the Sale Agreements, this Order, and the Sale Transaction, including, without limitation, deeds, assignments, operating agreements, and other agreements, certificates, instruments of transfer, or other documents executed and delivered in connection with the Sale Agreements, and to take all further actions as may reasonably be requested by the Buyers (which includes any designees or assignees of the applicable Purchaser as contemplated by the Sale Agreements) for the purpose of assigning, transferring, granting, conveying, and conferring to the Buyers and/or their designees, or reducing to possession any or all of the Assets free and clear of Interests, as may be necessary or appropriate to the performance of the Debtors' obligations as

contemplated by the Sale Agreements, without any further corporate action or orders of the Bankruptcy Court.

8. The Buyers and the Debtors shall have no obligation to close the Sale Transaction except as is contemplated and provided for in the Sale Agreements, the Bidding Procedures, and this Order. The Debtors and Buyers shall have no obligation to proceed with a Closing (as defined in the Sale Agreements) until all conditions precedent to their obligations to proceed have been met, satisfied, or waived in accordance with the terms of the applicable Sale Agreements.

9. The Debtors are authorized and empowered to cause to be filed with the secretary of state of any state or other applicable officials of any applicable government or governmental or regulatory body thereof, or political subdivision thereof, or any agency, authority, department, commission, board, bureau, official, or instrumentality of such body, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), whether foreign, federal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator thereof (public or private) of competent jurisdiction (“**Governmental Body**”), any and all certificates, agreements, or amendments necessary or appropriate to effectuate the transactions contemplated by the Sale Agreements, any related agreements and this Order, including amended and restated certificates or articles of incorporation and by-laws or certificates or articles of amendment and all such other actions, filings, or recordings as may be required under appropriate provisions of the applicable Laws of all applicable Governmental Bodies or as any of the officers of the Debtors may determine are necessary or appropriate. The execution of any such document or the taking of any such action shall be, and hereby is, deemed conclusive evidence of the authority of such person to so act.

10. **Valid Transfer.** Effective as of the Closing, the sale and assignment of all rights, title, and interest in the Assets and the Assigned Contracts by the Debtors to each of the Buyers shall constitute a legal, valid, and effective transfer of the Assets and the Assigned Contracts, notwithstanding any requirement for approval or consent by any person, and will vest each of the Buyers with all right, title, and interest of the Debtors in and to the applicable Assets, free and clear of all Interests (other than the Assumed Liabilities defined in the applicable Sale Agreements), pursuant to section 363(f) of the Bankruptcy Code.

11. **The Debtors Shall Not Retain Liability for Assigned Contracts and Assumed Liabilities.** Effective on the Closing and subject to the Sale Agreements, (a) the assumption of the Assigned Contracts and the Assumed Liabilities by the Buyers constitutes a legal, valid, effective, complete, and absolute sale, conveyance, and transfer from the Debtors to the applicable Buyers of any and all Liabilities under the Assigned Contracts that arise on or after the Closing Date, the Cure Costs with respect thereto, and Assumed Liabilities and (b) the Debtors shall have no liability to the Buyers, any Governmental Body, surety or any other person for any Assumed Liabilities under the Assigned Contracts that arise on or after the Closing Date, the Cure Costs with respect thereto, and such Assumed Liabilities.

12. Further, it is the Parties' express intention that the Sale Transaction be, and be treated for all purposes, as an absolute sale, conveyance, and transfer of all Liabilities under the Assigned Contracts that arise on or after the Closing Date, the Cure Costs with respect thereto, and Assumed Liabilities.

13. **Free and Clear.** Except to the extent specifically provided in the applicable Sale Agreements, upon the Closing, the Debtors shall be, and hereby are, authorized, empowered, and directed, pursuant to sections 105, 363(b), and 363(f) of the Bankruptcy Code, to sell the Assets

and assign the Assigned Contracts to the Buyers. The sale and assignment of the Assets (including the assignment of the Assigned Contracts) to the Buyers vests each of the Buyers with all right, title, and interest of the Debtors to the applicable Assets (including the Assigned Contracts) free and clear of any and all Interests, with all such Interests to attach only to the net proceeds of the sale with the same priority, validity, force, and effect as they now have in or against the Assets (including the Assigned Contracts). The Sale Motion shall be deemed to provide sufficient notice as to the sale and assignment of the Assets free and clear of all Interests in accordance with the Bankruptcy Code and the Bankruptcy Rules. Following the Closing, no holder of any Interest on the Assets may interfere with any of the Buyers' use and enjoyment of the Assets based on or related to such Interest or any actions that the Debtors may take in their Chapter 11 Cases. For the avoidance of doubt, "Interests" include, without limitation:

- a. Any "Lien" defined in the Stalking Horse Agreement (and, as applicable, the Sale Agreements) to mean any "interest" as that term is used in section 363(f) of the Bankruptcy Code, lien (statutory or otherwise), mechanic's, workmen's, repairmen's, materialmen's, warehousemen's, carrier's and other similar statutory or inchoate lien, covenant, encroachment, encumbrance, pledge, mortgage, deed of trust, security interest, claim (including "claim" (as defined in section 101(5) of the Bankruptcy Code)), lease, sublease, charge, option, right of first offer or first refusal, right of use or possession, restriction, easement, servitude, restrictive covenant, condition, encroachment or any other similar encumbrance, third party interest, other survey defect, charge, hypothecation, deemed trust, action, or restriction, whether imposed by Law, Contract, equity or otherwise;

- b. Any “Liability” defined in the Stalking Horse Agreement (and, as applicable, the Sale Agreements) to mean any debt, loss, liability, claim (including “claim” (as defined in section 101(5) of the Bankruptcy Code)), commitment, demand, responsibility, suit, judgment, undertaking, damage, expense, fine, penalty, cost, royalty, deficiency or obligation (including those arising out of any action, such as any settlement or compromise thereof or judgment or award therein), of any nature, whether known or unknown, disclosed or undisclosed, express or implied, primary or secondary, direct or indirect, matured or unmatured, determined or indeterminable, disputed or undisputed, secured or unsecured, joint or several, fixed, absolute, contingent, accrued or unaccrued, liquidated or unliquidated, and whether due or to become due, and whether in contract, tort or otherwise, and whether or not required to be accrued on the financial statements of any entity or individual;
- c. Any “Excluded Liabilities” defined in the Stalking Horse Agreement (and, as applicable, the Sale Agreements) to mean any and all Liabilities of Debtors other than the Assumed Liabilities, including such Liabilities arising out of, resulting from, relating to or otherwise in respect of the following, in each case other than the Assumed Liabilities:
 - i. Debtors’ use, operation, possession or ownership of the Assets prior to the Closing;
 - ii. Debtors’ use, operation, possession or ownership of any assets or entities other than the Assets;

- iii. all Liabilities of Debtors arising from the consummation of the transactions contemplated by the Sale Agreements;
- iv. any Liability of Debtors or any ERISA Affiliate (as defined in the Stalking Horse Agreement (and, as applicable, the Sale Agreements)) (or any predecessor of any of the foregoing) arising under, relating to or with respect to any multiple employer pension plan, single employer pension plan or “multi-employer plan” (as defined in Section 3(37) of ERISA), and any Liability of any ERISA Affiliate arising under, relating to or with respect to any compensation or benefits agreement, arrangement, plan, policy, practice or program, including any Seller Benefit Plan (as defined in the Stalking Horse Agreement (and, as applicable, the Sale Agreements));
 - (ii) all Liabilities with respect to employees or former employees of any Debtor, or both (or the representatives, beneficiaries, independent contractors, or consultants of Debtors, and employees, contractors or consultants of any ERISA Affiliate, for any action or inaction of Debtors (or any predecessor of Debtors)) occurring prior to or on the Closing Date, including with respect to employment practices, classification of employees and independent contractors, payments of wages and other compensation, vacation, payroll, sick leave, unemployment benefits, retirement benefits, pension benefits, employee stock option, equity compensation, employee stock purchase or profit sharing plans, health care and other welfare plans, policies, programs, agreements, arrangements, practices or benefits (including COBRA Coverage or the Coal Act (as those terms are defined in

the Stalking Horse Agreement (and, as applicable, the Sale Agreements)), or any other employee plans, policies, programs, practices, agreements, arrangements or benefits or other compensation of any kind to any employee, including under any Seller Benefit Plans of any Subsidiary (as defined in the Stalking Horse Agreement (and, as applicable, the Sale Agreements)) or ERISA Affiliate, and Liabilities or other obligations of Debtors and their respective predecessors pursuant to the Worker Adjustment and Retraining Notification Act of 1988, and including any similar state or local law (“**WARN Act**”) to the extent arising or accruing prior to or on the Closing Date or related to the transactions contemplated by the Sale Agreements; (iii) any and all Liabilities to any current or former employee, consultant or contractor or any spouse, dependent and/or any beneficiary thereof, relating to any Seller Benefit Plan and any and all Liabilities relating to any benefits or compensation agreement, arrangement, plan, policy, practice or program of any ERISA Affiliate, including any Seller Benefit Plans; (iv) any and all Liabilities arising under any employment or consulting agreement; collective bargaining agreements, works council agreements, labor union contracts, trade union agreements, and other similar agreements (each, a “**Collective Bargaining Agreement**”) or arrangement, or severance, retention or termination agreement, plan, policy, practice, program or arrangement with any employee, consultant or contractor (or its representatives) of any Debtor; and (v) all Liabilities (other than Assumed Liabilities) accruing, arising out

of, or relating to any federal, state or local investigations of, or claims or actions against, any Debtor or any employee, agents, vendors or representatives of any Debtor, to the extent arising out of actions taken prior to the Closing or related to the transactions contemplated by the Sale Agreements;

- v. any monetary fines and penalties imposed by any Governmental Body to the extent relating to periods prior to the Closing Date or imposed by a Governmental Body after the Closing Date but arising out of actions taken or facts or circumstances existing prior to the Closing (“**Excluded Pre-Closing Fines**”);
- vi. all Liabilities with respect to (A) any Taxes (as defined in the Stalking Horse Agreement (and, as applicable, the Sale Agreements)) imposed on or with respect to the Business (as defined in the Stalking Horse Agreement (and, as applicable, the Sale Agreements)) or the Assets that are attributable to any Pre-Closing Tax Period as determined pursuant to the Stalking Horse Agreement (and, as applicable, the Sale Agreements), or (B) any Taxes related to the Excluded Assets; and (ii) all Liabilities of Debtors or its stockholders or members, including any Liability of Debtors for the Taxes of any other individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Body or other entity (“**Person**”) under Section §1.1502-6 of the Treasury Regulations (or any similar provision of state, local or foreign law), as a transferee or successor, by contract or otherwise;

- vii. all Liabilities of Debtors with respect to any bonds or reclamation or bonding obligations relating to any Permits (as defined in the Stalking Horse Agreement (and, as applicable, the Sale Agreements)) or Licenses (as defined in the Stalking Horse Agreement (and, as applicable, the Sale Agreements)) that are not Transferred Permits (as defined in the Stalking Horse Agreement (and, as applicable, the Sale Agreements));
- viii. all Liabilities with respect to Causes of Action (as defined in the Stalking Horse Agreement (and, as applicable, the Sale Agreements)) pending before the Closing Date or to the extent against or giving rise to Liability against the Business of the Assets prior to the Closing Date, even if instituted after the Closing Date;
- ix. any Liability of the Debtors under any Indebtedness (as defined in the Stalking Horse Agreement (and, as applicable, the Sale Agreements)), including any Indebtedness owed by any Debtor to any direct or indirect Affiliate (as defined in the Stalking Horse Agreement (and, as applicable, the Sale Agreements)) of such Debtor, and any obligations or liability under debtor in possession financing incurred by the Debtors during the Bankruptcy Cases;
- x. subject to the Assumed Liabilities set forth in the Stalking Horse Agreement (and, as applicable, the Sale Agreements), all Liabilities under the Federal Coal Mine Safety and Health Act of 1969, the Black Lung Benefits Act of 1972, the MSHA, the Black Lung Benefits Reform Act of 1977, and the Black Lung Benefits Amendments of 1981, in each case as amended

(collectively, the “**Black Lung Act**”) or any Laws due to an employee claiming or having suffered or incurred any accident, injury, disease, exposure, illness, disability or other adverse mental or physical condition, including those Liabilities arising out of an employee’s and his or her beneficiaries’ rights under applicable Laws (“**Workers’ Compensation Laws**”) related to the Assets including with respect to employees who have performed services for the Debtors or who worked or were employed at the Assets, including any such Liabilities of the Debtors or their respective Affiliates under the Black Lung Act or Workers’ Compensation Laws with respect to any of their respective predecessors;

- xi. any Liabilities of any Debtor or any of their Affiliates relating to or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders prior to the Closing Date that are not validly and effectively assigned to the Buyers and/or a Designated Purchaser pursuant to the Sale Agreements;
- xii. other than the Assumed Liabilities set forth in the applicable Sale Agreements, any Liabilities arising out of, in respect of or in connection with the failure by any Debtor or any of its Affiliates to comply with any applicable Laws or order by any Governmental Body including any such obligations or Liabilities arising as a result of any Debtor’s failure to comply with the terms of any applicable Laws;
- xiii. other than the Assumed Liabilities set forth in Sections 2.3(b) and 2.3(c) of the Sale Agreements, any Liability under the Assigned Contracts arising out

of or relating to events, breaches or defaults thereunder occurring on or prior to the Closing Date;

- xiv. any Liability with respect to any coal sales or other goods sold or any service provided by the Debtors or their Affiliates, to the extent arising out of or related to events occurring on or prior to Closing, including any such Liability or obligation (i) pursuant to any express or implied representation, warranty, agreement, coal specification undertaking or guarantee made by any Debtor or any Affiliate of such Debtor, or alleged to have been made by Debtor or any Affiliate of such Debtor, (ii) imposed or asserted to be imposed by operation of applicable Law or (iii) pursuant to any doctrine of product liability, in each case to the extent arising out of or related to events occurring on or prior to Closing;
- xv. any Liability (whether arising before, on or after Closing) with respect to any employee of any Debtor or any Affiliate of any Debtor (or any individual who applied for employment with any Debtor) who is not a Hired Employee (as defined in the Stalking Horse Agreement (and, as applicable, the Sale Agreements));
- xvi. subject to the Assumed Liabilities set forth in the Stalking Horse Agreement (and, as applicable, the Sale Agreements), any Liability that relates to any Hired Employee arising out of or relating to their employment with any Debtor with respect to events occurring on or prior to the Closing Date;
- xvii. any Liability under the WARN Act arising from the failure of the Debtors to give a timely WARN notice to any employee of any Debtor terminated

or laid off prior to the Closing Date even if such Liabilities are triggered by an event or action of Debtor occurring on or after the Closing Date;

- xviii. all trade accounts payable, including Trade Payables (as defined in the Stalking Horse Agreement (and, as applicable, the Sale Agreements)), all accrued operating expenses and other current liabilities of the Debtors related to the Assets;
- xix. any Liabilities arising under Environmental Laws (as defined in the Stalking Horse Agreement (and, as applicable, the Sale Agreements)) from or related to any use, transportation, release, treatment, storage, or disposal of, or human exposure to, Hazardous Materials (as defined in the Stalking Horse Agreement (and, as applicable, the Sale Agreements)) at any location not included in the Assets, and any Liabilities arising under Environmental Laws from or related to any use, transportation, release, treatment, storage, or disposal of, or human exposure to, Hazardous Materials at any location included in the Assets arising out of actions taken or facts or circumstances existing prior to the Closing Date;
- xx. any and all brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding made, or alleged to have been made, by any Person with Debtors or its Affiliates (or any Person acting on their behalf) in connection with the Bankruptcy Case, the Sale Agreements, or otherwise with respect to the transactions contemplated by the Sale Agreements, including without limitation any amounts payable to Energy Ventures Analysis, Inc. or Evercore Group L.L.C.;

xxi. any and all Liabilities for (i) costs and expenses incurred or owed in connection with the administration of the Bankruptcy Cases (including all Professional Fee Claims (as defined in the Stalking Horse Agreement (and, as applicable, the Sale Agreements)); and (ii) all costs and expense incurred in connection with the negotiation, execution and consummation of the transactions contemplated by the Sale Agreements; and

xxii. other Liabilities as set forth in the applicable Sale Agreements; and

d. any Liabilities related to the Excluded Assets.

14. The provisions of this Order authorizing the sale and assignment of the Assets free and clear of Interests shall be self-executing, and neither the Debtors nor the Buyers shall be required to execute or file releases, termination statements, assignments, consents, or other instruments in order to effectuate, consummate, and implement the provisions of this Order, but shall have the authority to do so as otherwise provided herein.

15. None of the Buyers, any Buyers' Related Persons or any of their respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, principals, affiliates, shareholders (or equivalent), financial advisors and representatives (each of the foregoing in its individual capacity), and anyone charged or chargeable with any of the foregoing's liability or responsibility, shall have or incur any liability to, or be subject to any action by any of the Debtors or any of their estates, predecessors, successors, or assigns, arising out of the negotiation, investigation, preparation, execution, and delivery of the Sale Agreements and the entry into and consummation of the Sale Agreements, except as expressly provided in the Sale Agreements and this Order.

16. Except as expressly provided in the Sale Agreements or by this Order, all persons and entities, including, but not limited to, the Debtors, all debt security holders; equity security holders; administrative agencies; governmental, tax and regulatory authorities; governmental units (as defined in section 101(27) of the Bankruptcy Code); secretaries of state; federal, state, and local officials; contract parties; lenders; vendors; suppliers; employees; former employees; bidders; lessors, warehousemen, mechanics, repairers, materialman, customs brokers, freight forwarders, carriers, and other parties in possession of any of the Assets at any time; trade creditors; litigation claimants; and all other persons holding Interests against or in the Debtors or the Debtors' interests in the Assets (whether known or unknown, secured or unsecured, legal or equitable, matured or unmatured, contingent or noncontingent, senior or subordinated, liquidated or unliquidated, asserted or unasserted) whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, whether imposed by agreement, understanding, law, equity or otherwise, including, without limitation, the non-debtor party or parties to each of the Assigned Contracts, arising under or out of, in connection with, or in any way relating to, the Assets or the transfer of the Assets to the Buyers, shall be and hereby are forever barred, estopped, and permanently enjoined from asserting, prosecuting, commencing, continuing, or otherwise pursuing in any manner any Interests against the Buyers or Buyers' Related Persons or any of their respective current and former members, officers, directors, managed funds, investment advisors, attorneys, employees, partners, principals, affiliates, shareholders (or equivalent), financial advisors and representatives (each of the foregoing in its individual capacity), and anyone charged or chargeable with any of the foregoing's liability or responsibility; the Assets; or the interests of the Debtors in such Assets. Following the Closing, no holder of an Interest shall interfere with the Buyers' title to or use and enjoyment of the Assets based on or related to such Interest, except as

otherwise provided in the Sale Agreements or this Order. All persons and entities are hereby enjoined from taking action that would interfere with or adversely affect the ability of the Debtors to transfer the Assets in accordance with the terms of the Sale Agreements and this Order, with such actions that are barred hereby including, without limitation: (i) the commencement or continuation of any action or other proceeding, (ii) the enforcement, attachment, collection, or recovery of any judgment, award, decree, or order, (iii) the creation, perfection, or enforcement of any lien, claim, interest, or encumbrance, (iv) the assertion of any right of setoff, subrogation, or recoupment of any kind, (v) the commencement or continuation of any action that does not comply with, or is inconsistent with, the provisions of this Order, any actions contemplated or taken in respect hereof, or the Sale Agreements, and (vi) the revocation, termination, or failure or refusal to renew any license, permit, registration, or governmental authorization or approval to operate any of the Assets or conduct the businesses associated with such Assets. Without limitation of the foregoing: (a) all persons and entities holding Interests are hereby barred and enjoined from asserting such Interests against the Buyers, or any of them, any of their successors or assigns, or the Assets; and (b) no creditor or other party in interest shall assert any claims or take any legal or other actions against the Buyers, or any of them, or any of their principals or the Assets, relating to the Assets to be sold to the Buyers, or any of them. Nothing in this Paragraph 16 shall limit or release any right of the Committee to bring any Challenges (as defined in the Final DIP Order) against the Prepetition Secured Parties (as defined in the Final DIP Order); *provided, however*, that the Committee shall not have the right to bring any Challenge that is resolved pursuant to the Stipulation or otherwise resolved pursuant to the terms hereof.

17. **Direction to Creditors.** On the Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be reasonably

necessary to release its Interests in the Assets, if any, as such Interests may otherwise exist. If any person or entity that has filed financing statements, mortgages, mechanics liens, or lis pendens or other documents, instruments, notices, or agreements evidencing any Interest against or in the Assets shall not have delivered to the Debtors before the Closing, in proper form for filing and executed by the appropriate parties, termination statements, releases, or instruments of satisfaction that the person or entity has with respect to the Assets, then with regard to the Assets, (a) the Debtors and/or the Buyers are authorized to execute and file such termination statements, releases, instruments of satisfaction, or other documents on behalf of the person or entity with respect to the Assets; and (b) the Debtors and/or Buyers are authorized to file, register, or otherwise record a certified copy of this Order which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of and shall act to cancel all Interests against the Assets. This Order is deemed to be in recordable form sufficient to be placed in the filing or recording system of each and every federal, state, local, tribal or foreign government agency, department or office.

18. **Direction to Government Agencies.** Each and every filing agent; filing officer; title agent; recording agency; governmental department; secretary of state; federal, state and local official; and any other persons or entities that may be required by operation of law or the duties of their office or contract to accept, file, register, or otherwise record or release any documents or instruments or who may be required to report or insure any title in or to the Assets, is hereby authorized and directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Sale Agreements and this Order. All such entities described above in this paragraph are authorized and specifically directed to strike all recorded Interests against the Assets from their records and to the extent such entities do not do so, such Interests shall be deemed stricken.

19. **Direction to Surrender Possession or Control.** All persons or entities, presently or on or after the Closing Date, in possession or control of some or all of the Assets are directed to surrender possession or control of the Assets to the Buyers on the Closing Date or at such time thereafter as the Buyers may request. Consistent with the sale free and clear of Interests, all such persons or entities are prohibited from conditioning the surrender of possession or control of such Assets on any payment of any amounts based on or otherwise arising out of such Interests, with any such effort violating the provisions of paragraph above and being in contempt of this Order, entitling the applicable Buyer to recovery of any costs incurred to obtain possession or control of such Assets.

20. **Self-Executing.** Notwithstanding any other provisions of or rights under this Order, the provisions of this Order authorizing the sale of the Assets free and clear of all Interests shall be self-executing, and notwithstanding the failure of any party to execute, file, or obtain releases, discharges, termination statements, assignments, consents, or other instruments to effectuate, consummate, and/or implement the provisions hereof or the Sale Agreements, or any of them, or the other documents with respect to the sale of the Assets, all Interests on the Assets shall be deemed released.

21. **Licenses and Permits.** To the extent provided in the Sale Agreements and available under applicable Law, the Buyers shall be authorized, as of the Closing Date, to operate under any license, permit, registration, right, trademark and any other governmental authorization, permission or approval of the Debtors that are Assets, and all such licenses, permits, registrations, and governmental authorizations, and approvals are deemed to have been, and hereby are, directed to be transferred to the Buyers as of the Closing Date. To the extent any license or permit necessary for the operation of the business is determined not to be an executory contract assumable and

assignable under section 365 of the Bankruptcy Code, the Buyers shall apply for and obtain any necessary license or permit promptly after the Closing Date, and such licenses or permits of the Debtors shall remain in place for the Buyers' benefit until new licenses and permits are obtained. No governmental unit may force the transfer of or require the Buyers to apply for the transfer of any license, permit, registration, right, trademark or any other governmental authorization, permission or approval to the Buyers except for those included in the Assets.

22. To the extent provided by section 525 of the Bankruptcy Code, no governmental unit may revoke or suspend any permit or license relating to the operation of the Assets sold, transferred, or conveyed to the Buyers on account of the filing or pendency of these Chapter 11 Cases or the consummation of the transactions contemplated by the Sale Agreements.

23. **No Successor Liability**. The Buyers and Buyers' Related Persons shall have no obligations with respect to any liabilities of the Debtors other than the Assumed Liabilities and are not and shall not be deemed or considered, by any theory of law or equity, (a) to be a legal successor in any respect to the Debtors or their estates as a result of the consummation of the Sale Transaction contemplated by the Sale Agreements or any other event occurring in these Chapter 11 Cases; (b) to be the successor of or successor employer (as described under COBRA and applicable regulations thereunder) to the Debtors, including without limitation with respect to any Collective Bargaining Agreement, to any Seller Benefit Plan (as defined in the applicable Sale Agreements), under the Coal Act, or under any common law successor liability, and shall instead be, and be deemed to be, a new employer with respect to any and all federal or state unemployment Laws, including any unemployment compensation or tax Laws, or any other similar federal or state Laws; (c) to have, de facto or otherwise, merged or consolidated with or into the Debtors or their estates; (d) to have a common identity with the Debtors; (e) to have a continuity of enterprise with

the Debtors; (f) to be a continuation, or substantial continuation, or hold themselves out as a mere continuation of the Debtors or any enterprise of the Debtors or their estates; or (g) to be liable for any acts or omissions of Debtors in the conduct of the Business or arising under or related to the Assets. There is no continuity of enterprise with the Debtors by any theory of law or equity. The Buyers shall not assume, nor be deemed to assume or in any way be responsible for any liability or obligation of any of the Debtors and/or their estates including, but not limited to, any Interests, any bulk sales Law, successor liability, liability or responsibility for any claim against the Debtors or against an insider of the Debtors, or similar liability except as otherwise expressly provided in the Sale Agreements. The Sale Motion contains sufficient notice of such limitation in accordance with applicable Law. Except for the Assumed Liabilities, the transfer of the Assets to the Buyers under the Sale Agreements shall not result in (x) the Buyers, Buyers' Related Persons or the Assets, having any liability or responsibility for any claim against the Debtors or against an insider of the Debtors (including, without limitation, Interests); (y) the Buyers, Buyers' Related Persons or the Assets, having any liability whatsoever with respect to or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Interests; or (z) the Buyers, Buyers' Related Persons or the Assets, having any liability or responsibility to the Debtors related to the transfer of the Assets to the Buyers under the Sale Agreements except as is expressly set forth in the Sale Agreements. This provision is without prejudice to any Challenges that may be brought by the Committee against the Prepetition Secured Parties; *provided however*, that the Committee shall not have the right to bring any Challenge that is resolved pursuant to Stipulation or otherwise resolved pursuant to the terms hereof.

24. Without limiting the generality of the foregoing, and except as otherwise provided in the Sale Agreements, the parties intend and the Court hereby orders that the Buyers and Buyers'

Related Persons shall not be liable for any Interest against any of the Debtors, or any of each Debtor's predecessors or Affiliates, and the Buyers and Buyers' Related Persons shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor, or transferee liability, labor Law, de facto merger or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted, fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the Debtors arising on or prior to the Closing Date, including, but not limited to, liabilities on account of any taxes due in connection with, or in any way relating to, the Assets on or prior to the Closing Date. The consideration given by Buyers shall constitute valid and valuable consideration for the release of any potential claims of successor liability against Buyers and Buyers' Related Persons, which releases shall be deemed to have been given in favor of the Buyers and Buyers' Related Persons by all holders of Interests against the Debtors or the Assets.

25. **No Bulk Sales; No Brokers.** No bulk sales Law or any similar Law of any state or other jurisdiction shall apply in any way to the Sale Transaction. The Buyers are not, and will not become, obligated to pay any fee or commission or like payment to any broker, finder, or financial advisor as a result of the consummation of the Sale Transaction based upon any arrangement made by, or on behalf of, the Debtors.

26. **Assumption and Assignment of Assigned Contracts.** Under sections 105(a), 363, and 365 of the Bankruptcy Code, and subject to and conditioned upon the closing of the Sale Transaction, the Debtors' assumption and assignment of the Assigned Contracts to the Buyers free and clear of all Interests pursuant to the terms set forth in the Sale Agreements, as modified by the terms of any amendments reached directly by the Buyers with the respective counterparty, is

hereby approved, and the requirements of sections 365(b)(1) and 365(f)(2) of the Bankruptcy Code (including to the extent, if any, modified by section 365(b)(3) of the Bankruptcy Code) with respect thereto are hereby deemed satisfied. The Assigned Contracts shall be deemed assumed by the Debtors and assigned to Buyers on the Closing pursuant to this Order, and Buyers shall be fully and irrevocably vested in all right, title, and interest of each Assigned Contract. The Debtors shall cooperate with, and take all actions reasonably requested by, the Buyers to effectuate the foregoing, as further provided in the Sale Agreements.

27. Each counterparty to the Assigned Contracts is hereby forever barred, estopped, and permanently enjoined from raising or asserting against the Debtors or the Buyers, or the property of any of them, any assignment fee, default, breach, claim, pecuniary loss, liability, or obligation (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, known or unknown, liquidated or unliquidated senior or subordinate), or any Interest, arising under or out of, in connection with, or in any way related to the Assigned Contracts existing as of the Closing Date or arising by reason of the Closing.

28. **Adequate Assurance**. The Buyers have provided adequate assurance of their future performance under the relevant Assigned Contracts within the meaning of sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code (including to the extent, if any, modified by section 365(b)(3) of the Bankruptcy Code). All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the Debtors' assumption and assignment to the Buyers of the Assigned Contracts have been satisfied.

29. **Anti-Assignment Provisions Unenforceable**. No sections or provisions of the Assigned Contracts that purport to (a) prohibit, restrict, or condition Debtors' assignment of the Assigned Contracts, including, but not limited to, the conditioning of such assignment on the

consent of the non-debtor party to such Assigned Contracts; (b) authorize the termination, cancellation, or modification of the Assigned Contracts based on the filing of a bankruptcy case, the financial condition of the Debtors, or similar circumstances; (c) declare a breach or default as a result of a change in control in respect of the Debtors; or (d) provide for additional payments, penalties, conditions, renewals, extensions, charges, or other financial accommodations in favor of the non-debtor third party to the Assigned Contracts, or modification of any term or condition upon the assignment of an Assigned Contract or the occurrence of the conditions set forth in subsection (b) above, shall have any force and effect, and such provisions constitute unenforceable anti-assignment provisions under section 365(f) of the Bankruptcy Code and/or are otherwise unenforceable under section 365(e) of the Bankruptcy Code. The entry of this Order constitutes the consent of the non-debtor parties to the Assigned Contracts to the Debtors' assumption and assignment of such Assigned Contracts to the Buyers. All Assigned Contracts shall remain in full force and effect, without existing default(s), subject only to payment of the appropriate Cure Costs, if any, by the Buyers.

30. **No Fees for Assumption and Assignment.** There shall be no rent accelerations, assignment fees, increases or any other fees charged to the Buyers, Buyers' Related Persons or the Debtors as a result of the assumption and assignment of the Assigned Contracts.

31. **Cure Costs.** All defaults or other obligations shall be deemed cured by the Buyers' payment or other satisfaction of the cure amounts, if any, associated with the Assigned Contracts (the "**Cure Costs**").

32. **Notice of Assumption and Assignment.** The Debtors have served (Docket No. 264) all of the non-debtor counterparties to the Assigned Contracts, identified on the lists the Debtors have filed with the Bankruptcy Court, by first class mail, an Assumption/Assignment

Notice (Docket No. 236) that included (a) the title of the Assigned Contract, (b) the name of the counterparty to the Assigned Contract, (c) any applicable Cure Costs, (d) the deadline by which any such Assigned Contract counterparty must file an objection (“**Cure Objection**”) to the proposed assumption and assignment. No other or further notice is required.

33. **Objections to Assumption and Assignment.** Except as provided herein, all Cure Objections have been overruled, withdrawn, waived, settled, or otherwise resolved at the Sale Hearing. The pendency of a dispute relating to a particular Assigned Contract shall not prevent or delay the assumption and assignment of any other Assigned Contract or the closing of the Sale Transaction.

34. Any non-debtor counterparty to the Assigned Contract designated for the Debtors’ assumption and assignment to the Buyers that has not filed an Objection on or before the deadline as set forth in the relevant Assumption/Assignment Notice is hereby enjoined from taking any action against the Buyers or the Assets with respect to any claim for cure under such Assigned Contract and shall be barred from objecting or asserting monetary or non-monetary defaults with respect to any such Assigned Contract, and such Assigned Contract shall be deemed assumed by the Debtors and assigned to the Buyers on the Closing Date. To the extent that any non-Debtor counterparty to any of the Assigned Contracts failed to timely file an objection to any of the proposed Cure Costs filed with the Bankruptcy Court, the Cure Cost listed in the Cure Notice shall be deemed to be the entire cure obligation due and owing under any of the applicable Assigned Contracts. Except for the Cure Costs, there are no defaults existing under the Assigned Contracts, nor shall there exist any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default.

35. **Direction to Assigned Contracts Counterparties.** All counterparties to the Assigned Contracts shall cooperate and expeditiously execute and deliver, upon the reasonable requests of the Buyers, and shall not charge the Buyers for, any instruments, applications, consents, or other documents that may be required or requested by any public or quasi-public authority or other party or entity to effectuate the applicable transfers in connection with the Sale Transaction. Nothing in this Order, the Motion, the Cure Notice, or any notice or any other document is or shall be deemed an admission by the Debtors that any contract is an executory contract or must be assumed and assigned pursuant to the Sale Agreements or in order to consummate the Sale Transaction.

36. The failure of the Debtors or Buyers to enforce at any time one or more terms or conditions of any Assigned Contract shall not constitute a waiver of any such terms or conditions, or of the Debtors' or Buyers' rights to enforce every term and condition of the Assigned Contracts.

37. **Section 365(k).** Pursuant to section 365(k) of the Bankruptcy Code, effective on the Closing, the assignment of the Assigned Contracts to the Buyers relieves the Debtors' estates from any liability for any breach of such contract or lease occurring after such assignment.

38. **Residual Lease Rights.** The Stalking Horse Agreement includes the purchase of any and all residual rights of Sellers under any expired, terminated, or rejected Lease (as defined in the Stalking Horse Agreement) ("**Residual Lease Rights**") to enter onto the real property subject to such Lease to conduct reclamation activities, remove equipment, or otherwise in connection with the Purchased Operations (the "**Purchased Residual Lease Rights**"). Upon rejection of such Lease(s), the Stalking Horse Bidder shall own such Purchased Residual Lease Rights subject to applicable state law governing the rights of the parties upon a breach of a lease and the applicable Lease provisions regarding same.

39. **Release of Buyers.** Upon consummation of the Sale Transaction, the Debtors and their estates are deemed to release and forever discharge Buyers and Buyers' Related Persons from any and all claims, causes of action, obligations, liabilities, demands, losses, costs, and expenses of any kind, character, or nature whatsoever, known or unknown, fixed or contingent, relating to all activities or conduct (a) after the Petition Date with respect to any Buyer other than the Stalking Horse Bidder, or (b) before or after the Petition Date with respect to the Stalking Horse Bidder, related to the negotiation of the Sale Agreements, the Sale Transaction, the Auction, or otherwise related in any way to the sale of the Assets or assignment of the Assigned Contracts, except for liabilities and obligations expressly assumed under the applicable Sale Agreements. This provision is without prejudice to any Challenges that may be brought by the Committee against the Prepetition Secured Parties; *provided however*, that the Committee shall not have the right to bring any Challenge that is resolved pursuant to Stipulation or otherwise resolved pursuant to the terms hereof.

40. **Amendments.** Subject to the terms of the applicable Sale Agreements, the Sale Agreements and any related agreements may be waived, modified, amended, or supplemented by agreement of the Debtors and the Buyers, without further action or order of the Bankruptcy Court; provided, however, that any such waiver, modification, amendment or supplement does not have a material and adverse effect on the Debtors and their estates. The Debtors and the Buyers are expressly authorized, without further order of the Bankruptcy Court, to execute an amendment to Sale Agreements to provide for the Closing to occur on one or more Closing Dates and to take all further actions as may reasonably be requested by the Buyers (or any of them, which includes any designees or assignees of the Buyers as contemplated by the Sale Agreements, or any of them). Any material modification, amendment, or supplement to the Sale Agreements that has a material

and adverse effect on the Debtors and their estates must be approved by order of the Bankruptcy Court following a motion on notice to all interested parties.

41. **Failure to Specify Provisions.** The failure specifically to include any particular provisions of the applicable Sale Agreements or any related agreements in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Bankruptcy Court, the Debtors, and the Buyers that the Sale Agreements and any related agreements are authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Order. Likewise, all of the provisions of this Order are non-severable and mutually dependent.

42. **No Modification by Plan.** This Order shall not be modified by any Chapter 11 plan confirmed in these Chapter 11 Cases.

43. **Binding Order.** This Order shall be binding upon and govern the acts of all persons and entities, including without limitation, (i) the Debtors, the Buyers and Buyers' Related Persons, their respective successors and permitted assigns, including, without limitation, any trustees, examiners, "responsible persons," or other fiduciaries appointed in these Chapter 11 Cases for the Debtors' estates or any trustee appointed in a chapter 7 case if this case is converted from chapter 11, all creditors of any Debtor (whether known or unknown); (ii) all creditors and interest holders of the Debtors, all non-debtor parties to any Assigned Contracts, and the Creditor's Committee and each of their respective successors and permitted assigns; (iii) filing agents, filing officers, title agents, title companies, recording agencies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies or units, governmental departments or units, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract to accept, file, register, or otherwise

record or release any documents or instruments or who may be required to report or insure any title in or to the Assets. This Order, the Sale Agreements, and Sale Transaction shall not be subject to rejection or avoidance under any circumstances. This Order shall inure to the benefit of the Debtors, their estates, and their creditors; the Buyers and Buyers' Related Persons; and each of the foregoing's respective successors and assigns. The Sale Agreements shall inure to the benefit of the Debtors, their estates, and their creditors; the Buyers, their designees, successors and assigns; and each of the foregoing's respective successors and assigns.

44. If any order under Bankruptcy Code section 1112 is entered, such order shall provide (in accordance with Bankruptcy Code sections 105 and 349) that this Order and the rights granted to the Buyers hereunder shall remain effective and, notwithstanding such dismissal, shall remain binding on parties in interest.

45. **Allocation of Consideration.** Except as provided in the Sale Agreements, all rights of the respective Debtors' estates with respect to the allocation of consideration received from the Buyers in connection with the Sale Transaction (including, without limitation, the value of the assumption of the Assumed Liabilities) are expressly reserved for later determination by the Bankruptcy Court and, to the extent consideration is received by any Debtor that is determined to be allocable to another Debtor, the recipient Debtor shall be liable to such other Debtor for a claim with the status of an expense of administration in the case of the recipient Debtor under section 503(b) of the Bankruptcy Code.

46. **Relief from the Automatic Stay.** Relief from the automatic stay pursuant to section 362 of the Bankruptcy Code is hereby provided with respect to the Debtors to the extent necessary, without further order of the Bankruptcy Court, to allow the Buyers to deliver any notice provided for in the Sale Agreements and allow the Buyers to take any and all actions permitted

under the Sale Agreements, including, without limitation, terminating the Sale Agreements, in each case in accordance with the terms and conditions thereof.

47. **Retention of Jurisdiction**. The Bankruptcy Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order, including, without limitation, the authority to: (a) interpret, implement, and enforce the terms and provisions of this Order and the Sale Agreements, including the injunctive relief provided in this Order, all amendments to this Order and the Sale Agreements, and any waivers and consents under this Order and the Sale Agreements and each of the agreements executed in connection therewith, in all respects; (b) decide any disputes concerning this Order and the Sale Agreements, or the rights and duties of the parties hereunder or thereunder or any issues relating to the Sale Agreements and this Order including, but not limited to, the interpretation of the terms, conditions, and provisions hereof and thereof, the status, nature, and extent of the Assets and any Assigned Contracts and all issues and disputes arising in connection with the relief authorized herein, inclusive of those concerning (i) the transfer of the assets free and clear of all Interests and (ii) the absolute conveyance of the Assumed Liabilities and Assigned Contracts; and (c) compel delivery of all Assets to the Buyers.

48. **Further Assurances**. From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions as such other party may reasonably deem necessary or desirable to consummate the Sale Transaction, including without limitation, such actions as may be necessary to vest, perfect or confirm, or record or otherwise, in the Buyers its right, title, and interest in and to the Assets and the Assigned Contracts.

49. **Governing Terms.** To the extent this Order is inconsistent with any prior order or pleading in these Chapter 11 Cases, the terms of this Order shall govern. To the extent there is any inconsistency between the terms of this Order and the terms of the Sale Agreements, the terms of this Order shall govern.

50. **No Stay of Order.** Notwithstanding Bankruptcy Rules 6004 and 6006, this Order shall be effective and enforceable immediately upon entry and its provisions shall be self-executing. Time is of the essence in closing the Sale Transaction referenced herein, and the Debtors and the Buyers intend to close the Sale Transaction as soon as practicable. Any party objecting to this Order must exercise due diligence in filing an appeal, pursuing a stay, and obtaining a stay prior to the Closing or risk its appeal being foreclosed as moot.

51. **Final Order.** This Order constitutes a final order within the meaning of 28 U.S.C. § 158(a). Notwithstanding any provision in the Bankruptcy Rules to the contrary, including but not limited to Bankruptcy Rule 6004(h), the Court expressly finds there is no reason for delay in the implementation of this Order and, accordingly: (a) the terms of this Order shall be immediately effective and enforceable upon its entry; (b) the Debtors are not subject to any stay of this Order or in the implementation, enforcement, or realization of the relief granted in this Order; and (c) the Debtors may, in their discretion and without further delay, take any action and perform any act authorized under this Order.

52. **Certain Government Matters.** Nothing in this Order (including but not limited to Paragraph 13(c)(xix)) or any Sale Agreements or related documents shall release, nullify, preclude, or enjoin the enforcement of any police power or regulatory liability to a governmental unit (as defined in section 101(27) of the Bankruptcy Code) that any entity would be subject to as the owner, lessee, permittee, controller, or operator of property or a mining operation after the Closing

of the Sale Transaction (including, but not limited to, liability for reclamation pursuant to the Surface Mining Control and Reclamation Act (“SMCRA”)) and applicable state law, whether or not such liability is based in whole or part on acts or omissions prior to the date of entry of this Order; *provided, however*, that neither the Stalking Horse Bidder nor any of its affiliates shall assume any liability to a Governmental Unit for penalties for days of violation prior to the Closing of the Sale Transaction, or response costs incurred by a Governmental Unit or any other third party prior to the Closing of the Sale Transaction. Nothing in this Order or the Sale Agreements or any related documents shall waive any obligation of the Debtors or any of the Buyers or other entity to comply with applicable legal requirements and approvals under police or regulatory law governing the transfer or assignment of, or compliance with, any governmental (a) license, (b) permit, (c) registration, (d) authorization, (e) certification or (f) approval, or the discontinuation of any obligation thereunder, without compliance with all legal requirements or approvals under police or regulatory law. Nothing in this Order divests any tribunal of any jurisdiction that it may have under police or regulatory law to interpret this Order. Nothing in the Sale Agreements or this Order or related documents shall relieve the Debtors of liability for any permit or certification until the appropriate governmental unit has approved the transfer of any permit or certification to a Buyer. Prior the Closing of the Sale Transaction, the Buyer(s) may, in compliance with applicable non-bankruptcy laws, regulations, and rules, seek authorization to operate the Assets pursuant to any authorization from a governmental unit issued to the Debtors, as applicable to prevent interruption of the conduct of the mining operations with respect to the Assets. The Buyer(s) shall make all necessary filings to obtain, in compliance with applicable non-bankruptcy laws, regulations, and rules, all authorizations from any governmental unit necessary to operate the Assets on and after the Closing of the Sale Transaction.

53. Nothing in the Order or any Sale Agreements or related documents shall: (i) impair, adversely affect, or expand any right under applicable law of any governmental unit (as defined in section 101(27) of the Bankruptcy Code) with respect to any financial assurance, letter of credit trust, surety bond, or insurance proceeds; or (ii) limit any such governmental unit in the exercise of its police or regulatory powers in accordance with 11 U.S.C. § 362(b)(4) or 28 U.S.C. §959. Notwithstanding anything to the contrary in the Sale Agreements or this Order or related documents, the Debtors shall cause all performance security or bonds, as applicable, to remain valid and in place until such time as the Buyer(s)' obtain replacement performance security or bonds that are approved by the applicable governmental unit and comply with non-bankruptcy laws, regulations, and rules.

54. Neither this Order nor any of the Sale Agreements shall limit or otherwise impact the parties' rights, obligations, or defenses relating to the Disputed Blackjewel Permits and all parties agree to be bound by any final, non-appealable order entered by the Blackjewel Bankruptcy Court in the Blackjewel Case in connection with all issues relating to the Disputed Blackjewel Permits and the Jewell Valley Assets (the "**Permit Decision**"). If Mountaineer Metallurgical Holdings, LLC is held responsible for liabilities associated with the Disputed Blackjewel Permits in the Blackjewel Case, it shall have no claim, administrative or otherwise, against the Debtors' estates for such liabilities. Notwithstanding anything contained in the Asset Group 5 APA (as defined below) to the contrary, the Asset Group 5 APA is hereby deemed amended to delete Section 2.2(f) and to include the Disputed Blackjewel Permits on Schedule 2.1(b)(vi) and any other disputed permits as included by the Blackjewel Court in the disputed permit litigation, contingent on the Permit Decision. If the Permit Decision provides that neither the Debtors nor Mountaineer Metallurgical Holdings, LLC are in any way responsible for one or more of the Disputed

Blackjewel Permits, Section 2.2(f) of the Asset Group 5 APA will be further amended to remove from Schedule 2.1(b)(vi) any Disputed Blackjewel Permits for which the Permit Decision holds that neither the Debtors nor Mountaineer Metallurgical Holdings, LLC are responsible. The Rhino estate agrees that it will faithfully and diligently continue to litigate the Blackjewel matter and will not voluntarily release the lawsuit absent the Permit Decision.⁸ Blackjewel, L.L.C., Blackjewel Holdings L.L.C.; Revelation Energy Holdings, LLC; Revelation Management Corporation; Revelation Energy, LLC; Dominion Coal Corporation; Harold Keene Coal Co. LLC; Vansant Coal Corporation; Lone Mountain Processing, LLC; Powell Mountain Energy, LLC; and Cumberland River Coal LLC (collectively, the “**Blackjewel Debtors**”), the Debtors, and Mountaineer Metallurgical Holdings, LLC (collectively with the Blackjewel Debtors and Debtors, the “**Royalty Parties**”) hereby agree to preserve all rights and remedies with respect to that certain Royalty Agreement between Blackjewel Holdings, L.L.C., as agent for the Blackjewel Debtors, and Jewell Valley Mining LLC dated August 14, 2019 (the “**Royalty Agreement**”). *See* Docket No. 403, Exhibit A. The Royalty Parties agree to preserve all of their rights related to the Royalty Agreement and, absent an agreement among the Royalty Parties that resolves all issues with respect to the Royalty Agreement, a hearing on any outstanding issues will be held on a later date as agreed to by the Royalty Parties (the “**Royalty Hearing**”). The Debtors agree not to request the rejection of the Royalty Agreement until any final, non-appealable order is entered by the Court in connection with the Royalty Agreement and the rights of the Blackjewel Debtors to oppose any such request is preserved.

⁸ Terms used but not defined in this Paragraph 54 shall have the meanings ascribed to them in that certain Asset Purchase Agreement between certain of the Debtors and Mountaineer Metallurgical Holdings, LLC at Docket No. 340-3 (the “**Asset Group 5 APA**”).

55. To the extent any Buyers are acquiring Federal Leases (as defined herein), notwithstanding any provisions in the Sale Motion, this Order, the Sale Agreement, the Auction and Hearing Notice, the Assumption/Assignment Notice, any notice of cure or other agreements entered into by the Debtors pursuant to this Order or Federal Sale Documents (defined below) to the contrary, any assignment and/or transfer of any interests in contracts, leases, rights-of-use and easements, and rights-of-way or other interests or agreements with the federal government (collectively, the “**Federal Leases**”), shall be ineffective absent the consent of the United States. The Debtors, the Buyers, and proposed assignees and/or transferees agree to comply with all applicable bankruptcy and non-bankruptcy laws with respect to the Federal Leases, and nothing in any sale documents relating to the Federal Leases (the “**Federal Sale Documents**”) shall affect any environmental reclamation obligations, diligent development obligations, or financial assurance requirements under the Federal Leases, as determined by the United States to be obligations of the Debtors or the Buyers. Moreover, nothing in the Federal Sale Documents shall be interpreted to set cure amounts for the Federal Leases or to require the United States to novate, approve or otherwise consent to the assignment and/or transfer of any interests in the Federal Leases. For the avoidance of doubt, in order to obtain the consent of the United States, all existing defaults under the Federal Leases, including without limitation any outstanding royalties and rent payments known to date, must be assumed and cured. Without limiting the foregoing, with respect to any Federal Lease subject to the laws and regulations of the Department of Interior (“**DOI**”): (1) the sale of any and all interests in the Federal Leases must be conditioned on (a) prompt payment to the DOI Office of Natural Resources Revenue (“**ONRR**”) of all the amounts determined by ONRR to be owed by the Debtors for royalties and other amounts arising before the sale known to date including interest accrual through the date of receipt by ONRR of these

amount(s) and (b) the payment to ONRR of all post-petition amounts determined by ONRR to be owed by the Debtors known to date, including interest accrual through the date of receipt by ONRR of these amounts, and (2) ONRR will retain and have the right to audit and/or perform any compliance review, and if appropriate, collect from the Debtors and/or Buyers any additional monies owed by the Debtors prior to the transfer or assignment of the Federal Leases without those rights being adversely affected by these bankruptcy proceedings. The Debtors and any of the Buyers that are able to obtain consent and an interest in the Federal Leases shall retain all defenses and/or rights, other than defenses and/or rights arising from the filing of these chapter 11 cases, to challenge any determinations relating to the Federal Leases: provided, however, that any challenge, including any challenge associated with this bankruptcy proceeding and any challenge to ONRR's determination of pre-petition monies owed, may be raised exclusively in the United States' administrative review process leading to a final agency determination by the DOI. The audit and/or compliance review period shall remain open for the full statute of limitations period established by federal law. Notwithstanding any provisions in the Motion, in this Order, any of the Sale Agreements, or other agreements entered into by the Debtors pursuant to this Order and/or the Federal Sale Documents to the contrary, nothing in the Federal Sale Documents or in this Order shall affect the United States' police and regulatory powers, and the United States' rights to offset or recoup any amounts due under, or relating to any Federal Leases (if any) are expressly preserved.

56. With respect to: (i) that certain Stalking Horse Agreement between certain of the Debtors and the Stalking Horse Bidder; and (ii) that certain Asset Purchase Agreement between certain of the Debtors and Ceres Consulting L.L.C., all permits and certifications associated with the respective Purchased Assets and respective Purchased Operations shall be deemed Transferred

Permits, notwithstanding anything to the contrary in the applicable Sales Agreements or any documents related thereto under the respective Sales Agreements.

57. **Surety Bonds**. Indemnity National Insurance Company (“**Surety**”) has (a) issued certain commercial surety bonds on behalf of and/or for the benefit of the Debtors (collectively, the “**Existing Surety Bonds**” and each an “**Existing Surety Bond**”) and (b) entered into certain indemnity and related agreements with the Debtors, and certain non-debtor affiliates regarding the Existing Surety Bonds (the “**Existing Bond Agreements**”). Pursuant to the Existing Bond Agreements, the Debtors have posted, and the Surety controls and has a valid and perfected first-priority lien on certain cash collateral (the “**Existing Collateral**”). Nothing in this Order or any Sale Agreement shall release discharge, preclude, or enjoin any obligation of the Debtors to Surety under the Existing Surety Bonds, the Existing Bond Agreements, and/or the common law of suretyship and such obligations to Surety are not being released, discharged or precluded by this Order or any Sale Agreement. Further, nothing herein shall obligate Surety to issue any Replacement Surety Bonds on behalf of any Buyer or any other third party. Nothing in this Order or any Sale Agreement shall be interpreted to alter, diminish or enlarge the rights of Surety under an Existing Surety Bond to the obligee of such Existing Surety Bond, nor shall any of the foregoing be deemed to enjoin Surety from asserting any rights, claims or defenses against such obligee available to the Debtors or the Surety under applicable law.

58. To the extent that the closing of any sale of Assets to a Buyer occurs prior to (i) the replacement or assignment of the Debtors’ existing mining or other permits (the “**Existing Permits**”) with new or assigned mining or other permits (the “**Replacement Permits**”) and (ii) the replacement of the Existing Surety Bonds with new commercial surety bonds issued by Surety or another commercial surety company (collectively, the “**Replacement Surety Bonds**” and each a

“Replacement Surety Bond”), the Debtors and the applicable Buyer shall enter into an agreement (the **“Interim Agreement”**) that allows such Buyer to seek authorization from the appropriate governmental unit in accordance with non-bankruptcy law to operate the Assets purchased in the sale under the Existing Permits and the Existing Surety Bonds until such Buyer obtains the Replacement Permits and the Replacement Surety Bonds. At a minimum, the Interim Agreement shall provide that the for the Assets purchased by the applicable Buyer, the applicable Buyer (i) assumes all obligations under the Existing Permits, the Existing Surety Bonds, and the Existing Indemnity Agreement for any activities conducted by such Buyer on the Existing Permits during the term of the Interim Agreement and (ii) indemnifies the Debtors and Surety from and against any and all claims, liability, losses or defaults that occur during the term of the Interim Agreement.

59. Notwithstanding anything in this Order or any Sale Agreement to the contrary, the Debtors’ rights in the Existing Collateral shall, upon execution of the Stalking Horse Bond Agreement (as defined below), be transferred to the Stalking Horse Bidder, provided, however, that the Existing Collateral shall remain in the possession and control of Surety and Surety’s liens on the Existing Collateral shall remain valid and perfected and shall, in addition to any other collateral required under the Replacement Bond Agreements, secure (i) the Stalking Horse Bidder’s obligations under the Replacement Bond Agreement with the Stalking Horse Bidder (the **“Stalking Horse Bond Agreement”**) and the Replacement Surety Bonds issued in favor of the Stalking Horse Bidder (the **“Stalking Horse Bonds”**); (ii) the Debtors’ obligations under the Existing Surety Bonds associated with the Jewell Valley Plant to the extent and in the manner set forth in the Stalking Horse Bond Agreement; and (iii) the Debtors’ obligations under the Existing Surety Bonds for which Surety is issuing the Stalking Horse Bonds and any associated obligations under the Existing Surety Agreement. Upon the closing of the sale transaction that is the subject

of the Stalking Horse Agreement, the treatment of the Existing Collateral shall be governed solely by the terms of the Stalking Horse Bond Agreement.

60. **DIP Credit Agreement in Full Force and Effect.** Except as expressly provided for herein, and pursuant to that certain *Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Secured Parties, (IV) Modifying the Automatic Stay, and (V) Granting related Relief* (Docket No. 238) (the “**Final DIP Order**”)⁹, all the DIP Secured Parties’ rights under the DIP Facility remain in full force and effect, including without limitation the provisions of the DIP Credit Agreement regarding Mandatory Prepayments.

61. **Committee Agreements.** In order to facilitate the Sale Transaction and the corollary value to the Estates, the Committee, the Debtors and the Stalking Horse Bidder reached certain agreements reflected in this Order as follows:

- a. The Stalking Horse Bidder (or its assignees or designees) will acquire the Purchased Assets, including all Contingent Assets (each as defined in the Stalking Horse Agreement), and the Stalking Horse Bidder agrees to not remove the Contingent Assets from the Stalking Horse Agreement including, without limitation, under Section 8.5(b) thereof; provided, however, that the consummation of the Stalking Horse Agreement remains subject to all of the terms and conditions specified therein. For the avoidance of doubt and notwithstanding any terms in the Stalking Horse Agreement to the contrary, the Purchased Assets under the Stalking Horse Agreement do not include (i) any Causes of Action under chapter 5 of the

⁹ Capitalized terms used in this paragraph shall have the meanings provided in the Final DIP Order or DIP Credit Agreement, as applicable.

Bankruptcy Code, or (ii) any commercial tort claims or any claims against the Debtors' directors, officers, or shareholders (including any insurance policies and proceeds), Royal Energy Resources, Inc. and its affiliates, William Tuorto and his affiliates, Yorktown Partners LLC and its affiliates (collectively, "**Yorktown Parties**"), Danny Tayloe and his affiliates or any other insiders (the "**Potential Litigation Parties**"); provided, however, that the Causes of Action described in Section 8.17 of the Stalking Horse Agreement (the "**Yorktown Scheduled Claims**") shall be irrevocably released, but only the specific Yorktown Scheduled Claims and no other claim or cause of action including, for avoidance of doubt, any claims under chapter 5 of the Bankruptcy Code, and nothing contained in the release of the Yorktown Scheduled Claims shall have any impact on any other claims brought against the Yorktown Parties by the Debtors' estates.

- b. The Stalking Horse Bidder (or its assignees or designees) agrees to serve as Alternate Bidder (as defined in the Sale Procedures Order) with respect to the Springdale Reserve Assets and Hopedale Dock Assets (each as defined in the Stalking Horse Agreement).
- c. The Committee agrees that the entire availability under the DIP Facility (as defined in the Final DIP Order) has been funded by the DIP Lenders. The Prepetition Lenders and DIP Lenders hereby stipulate that, effective as of the Closing of the Sale Transaction, (i) all of the Debtors' cash from the DIP Facility, including any unused professional fee carve-out amounts (if any), will remain available in the Debtors' estates unencumbered by any liens or claims of the Prepetition Lenders and DIP Lenders; (ii) any cash held in the Debtors' deposit accounts held at East

West Bank and BB&T (the “**Unencumbered Deposit Accounts**”) may be used to fund administrative and/or priority claims; and (iii) the Prepetition Lenders’ and DIP Lenders’ professionals’ fees shall be paid by the Debtors only to the extent set forth in the Approved Cash Flow Forecast.

- d. If actual cash revenues collected by the Debtors (excluding contract termination payments, if any, from AEP Generation Resources, Inc. and Buckeye Power, Inc.), from the opening of business on August 29, 2020 through the close of business on September 10, 2020 (the “**Measurement Period**”) are less than the aggregate receipts budgeted to be collected by Debtors in the attached Exhibit A (the “**Measurement Period Budget**”) during the Measurement Period (the amount of such difference being referred to as the “**Budgeted Revenue Shortfall**”), then the DIP Lender/Stalking Horse Bidder will Release (as defined below) to the Debtors’ estates an amount of accounts receivable (together with the proceeds thereof, the “**Released Receivables**”) with an aggregate face amount equal to the lesser of (A) an amount equal to the remainder of (i) the Budgeted Revenue Shortfall minus (ii) the Budgeted Expense Savings (as defined below), or (B) an amount equal to the remainder of (x) the aggregate amount of the Debtors’ inventory and accounts receivable as of the Closing on September 10, 2020 (determined by the Debtors in accordance with the methodology historically used by Debtors to prepare daily flash reports) that would comprise Purchased Assets under the Stalking Horse Asset Purchase Agreement (except for the provisions hereof), minus (y) the net of \$13.5 million less the amount of inventory actually purchased and the proceeds thereof that are paid to the DIP Lenders/Stalking Horse Bidder (or their assignees or

designees) in connection with the Complementary Sales. If the remainder amount in clause (A) or (B) above is less than \$0, then the amount determined under such clause shall be \$0. For purposes of this paragraph, (i) “**Budgeted Expense Savings**” means the excess, if any, of budgeted cash expenditures of the Debtors during the Measurement Period as reflected in the Measurement Period Budget over the total of (i) actual cash expenditures during the Measurement Period, plus (ii) expenditures of the Debtors incurred but not yet paid during the Measurement Period, and (ii) “**Release**” means the Released Receivables will be (i) excluded from the Purchased Assets (as defined in the Stalking Horse Asset Purchase Agreement), (ii) not required to be used to repay amounts outstanding under the DIP Credit Agreement, and (iii) collections on the Released Receivables will be retained by the Debtors and available for payment by the Debtors of expenditures, including administrative expenses, professional fees or other expenditures. In addition, solely to the extent the Stalking Horse Bidder elects to extend the closing date of the Sale Transaction, the Debtors, the Committee, and the Stalking Horse Bidder will mutually agree on, and the Stalking Horse Bidder or DIP Lenders will pay, the incremental administrative claims relating to the extension period only; provided, however, that any expenses relating to the pre-extension period shall not be paid by the Stalking Horse Bidder or DIP Lenders. For the avoidance of doubt, the Prepetition Lenders, DIP Lenders, and Stalking Horse Bidder (and their assignees and designees) will not assume, fund, or pay any administrative or priority claims other than as specifically provided for herein.

- e. Notwithstanding anything provided herein, all of the rights of the parties under the Stipulation remain in full force and effect.
- f. Upon the Closing, the DIP Lenders and the Prepetition Lenders shall possess only unsecured, non-priority deficiency claims against the Debtors' estates for any amounts left on the DIP Facility and their prepetition debt after the Closing (the "**Deficiency Claims**"). For avoidance of doubt, the DIP Lenders and the Prepetition Lenders shall not possess any secured or administrative claims against the Debtors' estates, effective as of the Closing. The Committee reserves its rights to object to the Deficiency Claims pursuant to the terms of the Stipulation.

62. **Application of Proceeds.** At the Closing of each Complementary Transaction or Competing Transaction (each as defined in the Stalking Horse Agreement), all proceeds and consideration therefrom shall be directly paid to, and all non-cash proceeds shall be otherwise assigned to, the DIP Secured Parties and/or the Prepetition Secured Parties (or their assignees or designees), as provided in the Stalking Horse Agreement, the Final DIP Order and the DIP Credit Agreement.

63. **Reservation of Rights.** Except as expressly provided herein, all of the rights of the DIP Secured Parties and their assignees and designees under the DIP Facility and the Final DIP Order remain in full force and effect.

64. **Debtor Documents.** Other than as set forth in any Sale Agreement, no buyer, or its successors or assigns, shall be obligated or responsible to maintain or provide any records or information, conduct any data downloads or searches, allow any access to or respond to any subpoenas, discovery or information requests related to the Debtors, or any records, information, debts, liabilities, responsibilities or commitments in any way relating to the Assets, or the Debtors'

use of the Assets prior to the Closing and all persons and entities are hereby barred and enjoined from seeking such information from the Buyers or their successors or assigns; provided, however, the foregoing shall not apply to records that are in the possession of, and are required to be preserved according to applicable law by, the Buyers or their successors and assigns.

65. **West Virginia Mid Vol Objection**. On August 6, 2020, West Virginia Mid Vol, Inc. (“**WVMV**”) filed with this Court a Complaint for Declaratory Judgment [Docket No. 143] (the “**Complaint**”) against Debtor Rockhouse Land LLC (“**Rockhouse**”), initiating an adversary proceeding styled as West Virginia Mid Vol, Inc. v. Rockhouse Land LLC, Case No. 1:20-ap-01029 (the “**WVMV Adversary Proceeding**”). By the Complaint, WVMV seeks entry of a declaratory judgment that the Lease entered between WVMV, as Lessor, and Rockhouse, as Lessee and dated August 17, 2007 (the “**WVMV Lease**”) terminated on its own terms on August 17, 2017 and is therefore not property of Rockhouse’s estate under 11 U.S.C. § 541(a). Rockhouse contests WVMV’s assertion that the WVMV Lease terminated on August 17, 2017 or at any time. Pursuant to this Order, the Debtors assume and assign the WVMV Lease to Eagle Speciality Materials, LLC (“**ESM**”), subject to resolution of the WVMV Adversary Proceeding, whether by adjudication, settlement or otherwise, which ESM has agreed to defend and prosecute. For the avoidance of doubt, if the Court determines, or if it is otherwise agreed to by WVMV and ESM, that the WVMV Lease terminated pre-petition, the WVMV Lease cannot be assumed and assigned and ESM shall not be entitled to a refund of any portion of the \$1,800,000 it agreed to pay for the Rhino Eastern assets in Group 6 during the Auction that was held on August 31, 2020. However, if the Court determines, or if it is otherwise agreed to by WVMV and ESM, that the WVMV Lease remained active as of the Petition Date, the WVMV Lease is assumed and assigned to ESM pursuant to this Order in accordance with Section 365 of the Bankruptcy Code.

66. The objections to the entry of this Order raised by AEP Kentucky Coal, L.L.C. at Docket Nos. 306 and 380 shall be resolved by separate agreement pursuant to the statements read into the record at the Sale Hearing.

SO ORDERED.

Copies to: Default List

PERMIT TRANSFER AND OPERATING AGREEMENT

THIS PERMIT TRANSFER AND OPERATING AGREEMENT (“Agreement”) dated as of September 9, 2020, (the “Effective Date”) is made and delivered pursuant to that certain Asset Purchase Agreement dated as of August 27, 2020 (as amended or supplemented, the “Purchase Agreement”) by and between **RHINO GP LLC, RHINO RESOURCE PARTNERS LP, AND EACH OTHER DEBTOR SIGNATORY THERETO**, which other Debtors include, *inter alia*, **CASTLE VALLEY MINING LLC**, a Delaware limited liability company (“Transferor”), and **C. O. P. DEVELOPMENT COMPANY**, a Utah corporation (“Transferee”). Transferor and Transferee are individually referred to as a “Party” and collectively as the “Parties”.

RECITALS

WHEREAS, capitalized terms used and not otherwise defined herein shall have the respective meanings ascribed to such terms in the Purchase Agreement;

WHEREAS, pursuant to the terms of the Purchase Agreement, Transferor has agreed to assign to Transferee all of its rights, title, interest and obligations in, under and to the Transferred Permits identified in Exhibit A attached hereto and made a part hereof (the “Permits”), and Transferee has agreed to receive and assume from Transferor the Assumed Liabilities related to the Permits all in accordance with the terms of this Agreement and the Purchase Agreement; and

WHEREAS, the assignment of the Permits and the assumption of the Assumed Liabilities relating to the Permits has been approved by the Sale Order;

WHEREAS, Transferee has filed or will file all necessary applications to obtain “advance approvals” of both the transfer and operator status for the Permits from each applicable Governmental Body (collectively, “Transfer Applications”), and to obtain the approvals of each applicable Governmental Body with respect thereto (“Transfer Approvals”); and

WHEREAS, the Parties desire to close the transactions contemplated by the Purchase Agreement and approved by the Sale Order before the Transfer Approvals are obtained and to enter into this Agreement to, *inter alia*, govern the rights, obligations, and liabilities of Transferor and Transferee in any way related to the Permits during the period of time beginning on the Closing Date and continuing through the date of receipt of all Transfer Approvals (the “Transfer Period”).

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Transfer of the Permits. Pursuant to the Purchase Agreement, Transferor hereby sells, assigns, transfers, conveys, and delivers unto Transferee all of its rights, title and interests in and to the Permits.
2. Assumption of Liabilities. Pursuant to the Purchase Agreement, Transferee hereby assumes and hereafter shall be liable for all the Assumed Liabilities relating to the Permits.

Transferee does not assume and shall not be obligated to pay, perform or otherwise discharge any Liability of, or Liability against, Transferor, other than the Assumed Liabilities, and Transferor shall be solely and exclusively liable with respect to all Liabilities of Transferor other than the Assumed Liabilities. The Assumed Liabilities include all obligations under the Permits, the existing surety bonds and the existing indemnity agreements related to the Permits.

3. Permit Transfer Application. From and after the Effective Date, Transferee, at Transferee's sole cost and expense, shall take all actions and do, or cause to be done, all things necessary or desirable under the applicable Laws with the appropriate Governmental Body which can only be taken or done after the Effective Date to put in place, to transfer, to amend, or to acquire the Permits as promptly as reasonably practicable after the Effective Date. Transferor shall provide, at Transferee's sole cost and expense from and after the Effective Date, reasonable cooperation as reasonably requested by Transferee to bring about the transfer of the Permits to Transferee, including the execution by an officer of Transferor of any documentation reasonably requested by Transferee in connection with the transfer of the Permits.

4. Existing Bonds. Transferee acknowledges that Transferor, in connection with the Permits, has posted various bonds securing reclamation and other obligations under the Permits, which bonds and other security instruments and the amount of the bonds or other security under the Permits are set forth on Exhibit B (collectively, the "Bonds"). Transferee shall take all actions and do, or cause to be done, all things necessary under the applicable Laws to put in place with the any applicable governmental agencies or departments administering SMCRA as promptly as commercially reasonably possible following the Effective Date financial assurances necessary to cause the replacement of each Bond and to obtain the release of the Bonds in connection with the transfer of the Permits to Transferee. Transferor shall use commercially reasonable efforts (at Transferee's sole cost and expense from and after the Effective Date) to cause the Bonds to remain in place and to maintain current levels of surety bond coverage with respect to each Permit until such time as the Transfer Approval for such applicable Permit is received, in each case to the extent required by applicable Laws.

5. Commencement of Operations. Transferee is attempting to achieve the status of "successor in interest permittee" and is desirous of commencing operations upon the property encompassed by the Permits before the transfer to Transferee of "permittee liability" under the Permits. In recognition thereof, Transferor agrees that as of the Effective Date, Transferee shall have the right to commence mining operations upon the property encompassed by the Permits and Transferor hereby agrees to execute all documents reasonably necessary to have Transferee designated an "operator" under the Permits until such time as the Permits have been transferred to Transferee. During the Transfer Period, Transferee agrees to comply with all Laws governing, and all conditions and requirements of, or pertaining to, the Permits. Transferee shall reimburse, indemnify and hold harmless Transferor and its Affiliates from any and all Liabilities incurred by Transferor or its Affiliates arising out of the foregoing arrangement. Transferor agrees that from the Effective Date through the earlier of the transfer of the Permits to Transferee or so long as Transferee shall continue to utilize the Permits either as a designated operator or under some other mutually satisfactory arrangement, so long as Transferee is not in material breach of this Agreement or the Purchase Agreement, Transferor shall not sell, transfer or otherwise dispose of the Permits or any portion thereof.

The parties acknowledge that immediately upon the transfer to COP Coal Development Company as Transferee, COP Coal Development Company will assign its rights hereunder as Transferee to Gentry Mountain Mining, LLC and that Gentry Mountain Mining, LLC will be the operator of the mining operation upon the property. Castle Valley Mining, LLC hereby designates Gentry Mountain Mining, LLC as operator on the permits during the interim period until approval from the State of Utah is granted to transfer the permits. COP Coal Development Company will remain liable under this Agreement as Transferee under this operating agreement in the event Gentry Mountain Mining, LLC does not perform hereunder.

6. Non-Compliance. If any notice of violation, non-compliance or similar occurrence is issued with respect to Transferee's operations under the Permits after the Effective Date but prior to the transfer of such Permit, Transferee shall have the duty to defend such violation, non-compliance or similar occurrence and, if applicable, to pay all fines associated therewith, to correct such violation, non-compliance or similar occurrence, and to perform all abative measures required by any Governmental Body. If Transferor receives notice of any such violation, non-compliance or similar occurrence with respect to the Permits, it shall promptly deliver notice of the violation, non-compliance or similar occurrence to Transferee. If Transferee fails to defend a violation, noncompliance or similar occurrence with respect to Transferee's operations under the Permits after the Effective Date and prior to the transfer of such Permits or does not promptly and in good faith take all action reasonably necessary to correct or abate such violation, non-compliance or similar occurrence, Transferor shall have the right, but not the obligation, to defend, correct and/or abate such violation, noncompliance or similar occurrence (including right of entry onto the property covered by the applicable Permit). Transferee shall reimburse, indemnify and hold harmless Transferor and its Affiliates and all sureties on the Bonds from any and all Liabilities incurred by Transferor or its Affiliates arising out of the foregoing arrangement.

7. Covenants of the Parties.

(a) The Parties shall promptly apply for and diligently pursue all applications for and shall use commercially reasonable efforts to promptly obtain such consents, authorizations and approvals from all applicable Governmental Bodies as shall be necessary or appropriate to permit the consummation of the transactions contemplated by this Agreement and shall use commercially reasonable efforts to bring about the satisfaction as soon as practicable of all the conditions necessary to effect the consummation of the transactions contemplated by this Agreement, even if such actions must occur after the Effective Date.

(b) Transferor agrees that it will use commercially reasonable efforts to obtain, and shall diligently and in good faith pursue, any and all revisions, amendments or other modifications to the Permits until the transfer or issuance to Transferee of the Permits have been approved by the applicable Governmental Bodies.

(c) Until the Permits are transferred to Transferee, the Parties shall promptly provide the other Party with a copy of all notices of non-compliance, cessation orders, if any, or other notices relating to the Permits received by a Party.

(d) Until the Permits are transferred to Transferee, Transferee shall maintain and keep in force and effect, at its sole cost and expense, general liability insurance coverage with a good and reputable insurance company or companies authorized to transact business in the State(s) where the permits were issued naming Transferor as an additional insured under such coverage.

(e) Transferor does hereby grant to Transferee a right of entry on, over and across the property covered by the Permits, together with rights of ingress and egress to and from such property (to the extent of Transferor's authority to do so without the resulting breach of the instruments by which Transferor has rights in the property) as required by law or necessary to comply with the terms of the Permits and to conduct mining operations thereon and perform reclamation obligations related thereto.

(f) Except as otherwise set forth in the Purchase Agreement, Transferee shall have full responsibility for and shall pay all costs and expenses associated with the transfers of the Permits and Transferor's other obligations hereunder; provided, however, that except as otherwise expressly set forth herein, each Party shall be responsible for the costs of its own lawyers and other advisors.

8. Termination. This Agreement shall terminate upon the Parties' obtaining all Transfer Approvals.

9. Notices. All notices, requests, demands, waivers, approvals, consents and other communications (each, a "Notice") required or permitted to be given under this Agreement shall be in writing and shall be (a) delivered personally or by commercial messenger, (b) sent via a recognized overnight courier service, (c) sent by registered or certified mail (postage prepaid and return receipt requested), or (d) sent by e-mail transmission (provided that, in the case of this clause (d), a copy of such e-mail transmission also shall be transmitted by one of the other foregoing means):

(i) If to Transferor, then to:

Rhino Resources Partners LP
424 Lewis Hargett Circle, Suite 250
Lexington, Kentucky 40503
Attention: Richard Boone
Email: rboone@rhinolp.com

with a copy (which shall not constitute notice) to:

Frost Brown Todd
Great American Tower
301 East Fourth Street, Suite 3300
Cincinnati, Ohio 45202
Attention: Douglas L. Lutz
Email: dlutz@fbtlaw.com

(ii) If to Transferee:

C. M. Hughes
3212 South State Street
Salt Lake City, Utah 84115
Email: carrimh@hotmail.com

with a copy (which shall not constitute notice) to:

Charles Reynolds
c/o Management Services
20 West Century Parkway
Salt Lake City, Utah 84115
Email: charles@smartmanagement.org

and

David E. Kington, Esq.
3212 South State Street
Salt Lake City, UT 84115
Email: dek@deklawoffice.com

or to such other Person or address as any Party shall specify by Notice to the other Party. All Notices shall be deemed given upon receipt or refusal of receipt.

10. Amendment, Waivers, Etc. No amendment, modification or discharge of this Agreement, and no waiver hereunder, shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, discharge or waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time.

11. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

12. Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware applicable to contracts made and to be performed entirely in such state without

regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of Delaware applicable hereto.

(b) Without limitation of any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby, and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding; provided, however, that, if the Bankruptcy Case has been closed pursuant to Section 350(a) of the Bankruptcy Code, all Actions and Proceedings arising out of or relating to this Agreement shall be heard and determined in the state or federal court sitting in the state where the permit was issued and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action or Proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding. The Parties consent to service of process by mail (in accordance with Section 9) or any other manner permitted by law.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF TRANSFEROR, TRANSFEREE OR THEIR RESPECTIVE REPRESENTATIVES IN THE NEGOTIATION OR PERFORMANCE HEREOF.

13. Counterparts. This Agreement and any amendment hereto may be executed with counterpart signature pages or in one or more counterparts, each of which shall be deemed to be an original of this Agreement or such amendment, and all of which, when taken together, shall constitute one and the same instrument. Delivery of an executed counterpart signature page or counterpart by facsimile or other electronic transmission (including an e-mail attachment that contains a portable document format (.pdf) file of an executed counterpart signature page or executed counterpart) shall be effective as delivery of a manually executed counterpart signature page or counterpart.

14. Severability. If any provision of this Agreement or its application is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other applications of that provision, and of all other provisions and applications hereof, will not in any way be affected or impaired. If any court shall determine that any provision of this Agreement is in any way unenforceable, such provision shall be reduced to whatever extent is necessary to make such provision enforceable.

15. Entire Agreement. All prior negotiations and agreements by and among the Parties with respect to the subject matter hereof are superseded by this Agreement and the other related agreements made a part thereof, and there are no representations, warranties, understandings or

agreements with respect to the subject matter hereof other than those expressly set forth in this Agreement, the Purchase Agreement, and the other related agreements made a part thereof.

16. Headings. Section headings are not to be considered part of this Agreement, are solely for convenience of reference, and shall not affect the meaning or interpretation of this Agreement or any provision in it.

17. Assignment. Transferee may assign or otherwise transfer this Agreement, in whole or in part, at any time without first obtaining the prior written consent of Transferor.

18. Purchase Agreement Controls. All the terms and conditions of, and all representations, warranties, covenants and agreements relating to, the transactions contemplated by the Purchase Agreement are set forth in the Purchase Agreement. To the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede, enlarge, limit or otherwise modify any of the representations, warranties, covenants and agreements contained in the Purchase Agreement.

19. Representations and Warranties. Each Party represents and warrants to the other Party that (a) this Agreement is legal, valid and binding obligation of such Party, and (b) such Party has full power and authority to enter into and perform its obligations under this Agreement in accordance with its terms.

20. Rule of Construction. The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement, and the Parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

21. Further Acts. Each of the Parties shall do, execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further acts, instruments, transfers and assurances as shall be required in order to carry out this Agreement and consummate the transactions contemplated hereby.

[Remainder of Page Intentionally Left Blank; Signature page to follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be made effective as of the Effective Date.

CASTLE VALLEY MINING LLC

By: Richard A. Boone
Name: Richard A Boone
Title: President and CEO

C. O. P. DEVELOPMENT COMPANY

By: CM Hughes

Name: CM Hughes

Title: President

Exhibit A

[See Permit List attached]

Rhino Energy LLC

8/5/2020

Pending and Future Permit Actions

Permit	Pending Permit Actions	Mine Name	Application Description
<u>Utah</u>			
CO150025	Renewal	Castle Valley	Mining Permit Renewal

Exhibit B

[See Bond List attached]

4818-3976-9290v4

Mining Financial Assurances

Contract Permittee Permit	Bond	State	SFAA Code	Original Bond Amount	Current Bond Amount
C/015/025	N-072017- C/015/025	UT	981	1,000,000.00	1,906,000.00
C/015/025	N-072017- C/015/025-1	UT	981	1,158,000.00	1,158,000.00
C0150036	N-092018- C0150036	UT	981	821,000.00	821,000.00
UTU-73342	N-092017-UTU- 73342	UT	981	500,000.00	500,000.00

C.O.P. COAL DEVELOPMENT COMPANY

3212 South State Street
Salt Lake City, Utah 84115

Office (801) 857-0399

September 25, 2020

State of Utah
Division of Oil, Gas & Mining
1594 West North Temple, Suite 1210
P.O. Box 145801
Salt Lake City, Utah 84114-5801

To Whom It May Concern,

C. O. P. Coal Development Company (COP) purchased the real property known as the Deer Creek Waste Rock Site from Castle Valley Mining LLC on September 9, 2020. COP has since agreed to sell the property to Gentry Mountain Mining LLC (GMM) by Special Warranty Deed, including the rights to operate the site under Utah State Coal Mining Permit C/007/0018.

Sincerely,



C. M. Hughes,
President

C.O.P. COAL DEVELOPMENT COMPANY

3212 South State Street
Salt Lake City, Utah 84115

Office (801) 857-0399

September 25, 2020

State of Utah
Division of Oil, Gas & Mining
1594 West North Temple, Suite 1210
P.O. Box 145801
Salt Lake City, Utah 84114-5801

To Whom It May Concern,

C. O. P. Coal Development Company (COP) purchased the Utah assets Castle Valley Mining LLC from their bankruptcy estate on September 9, 2020. COP has since transferred and assigned the rights of the Operating Agreement held by Castle Valley Mining, LLC to Gentry Mountain Mining LLC (GMM). The Operating Agreement is valid until December 31, 2030. This lease agreement includes all the property within the Bear Canyon Mine permit area (C/007/0015), including all federal coal leases held by COP. The lease permits GMM to use the land for coal mining and reclamation related activities, as the permittee and operator of the above-referenced permit number, subject to all other rights granted by COP to other third-party entities.

As the owner of an occupied dwelling within 300 feet of the Bear Canyon Mine surface operations, COP understands its legal right to deny mining within 300 feet of the dwelling and hereby knowingly waives that right and consents to the mining and reclamation activities of GMM.

Sincerely,



C. M. Hughes,
President

Fidelity Funding Company
10 West Century Parkway
Salt Lake City, UT 84115

Irrevocable Letter of Credit

Place & Date of Issue:

Salt Lake City, Utah September 18, 2020

Date and Place of Expiry:

Salt Lake City, Utah September 18, 2021

Applicant: Gentry Mountain Mining LLC
1 Main Street
Hiawatha, UT 84527

Permit No. C-015-0025

Beneficiary: State of Utah
Department of Natural Resources
Division of Oil, Gas, & Mining
1594 West North Temple, Suite 1210
Salt Lake City, Utah 84114

Amount: USD 3,064,000.00
THREE MILLION AND SIXTY
FOUR THOUSAND
AND NO/100 U.S. DOLLARS

Beneficiary: US Department of the Interior
Office of Surface Mining Reclamation and Enforcement
Denver Field Office
P.O. Box 20565
Denver, Colorado 80225-0065

To Whom It May Concern:

We hereby establish our irrevocable standby letter of credit in your favor available by beneficiary's sight draft(s) drawn on Fidelity Funding Company when accompanied by the original of this credit and the following documents:

- Beneficiary's signed and dated statement stating that: Quote-Pursuant to R645-301-880,900, Gentry Mountain Mining LLC is in violation of the surface mining control and reclamation act of the regulatory system, the permit and the reclamation plan. - Unquote
- A written order from the Utah Board of Oil, Gas, & Mining authorizing forfeiture of the bond.

Special Conditions:

Drafts must be marked: "Drawn under Fidelity Funding Company Credit No. 283010948"

We hereby engage with you that all drafts drawn under and in compliance with all the terms and conditions of this credit will be duly honored if drawn and presented for payment to Fidelity Funding Company.

If all covenants and terms are in compliance, the letter of credit will renew at the maturity date each year.

Authorized Signature



Fidelity Funding Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/05/2020

PRODUCER
YOUNG INSURANCE GROUP LLC
2580 West 4700 South
Taylorsville, UT 84129
Phone: 801-999-4346 Fax: 801-417-8089

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Gentry Mountain Mining LLC
3212 S. State Street
Salt Lake City, UT 84115

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Imperium Insurance	35408
INSURER B: Rockwood	35505
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	MNG-IIC-GL-0000432-00	09/09/2020	09/09/2021	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
						OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$
						AGGREGATE \$
						\$
						\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	APP 91235-1	09/09/2020	09/09/2021	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
		E.L. EACH ACCIDENT \$ 1,000,000				
		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
		OTHER				E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Permit # C/015/0025 (Bear Canyon)
The insurance provides for personal injury and property damage protection in an amount adequate to compensate any persons injured or property damaged as a result of the coal mining and reclamation operations, including the use of explosives".
The general public and DOGM are covered by this insurance.

CERTIFICATE HOLDER

DIVISION OF OIL, GAS, & MINING
1594 WEST NORTH TEMPLE
BOX 145801
SALT LAKE CITY, UT 84114-5801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~NOT~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY REGISTERED MAIL~~
~~BY REGISTERED MAIL~~
~~BY REGISTERED MAIL~~

AUTHORIZED REPRESENTATIVE