

SRF 38020

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.

Dated: December 3, 2019



John E. Hoffman, Jr.
John E. Hoffman, Jr.
United States Bankruptcy Judge

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

In re:))	Chapter 11
MURRAY ENERGY HOLDINGS CO., <i>et al.</i> , ¹))	Case No. 19-56885 (JEH)
))	Judge John E. Hoffman, Jr.
Debtors.))	(Jointly Administered)

**FINAL ORDER (I) AUTHORIZING THE DEBTORS TO CONTINUE THEIR SURETY BOND PROGRAM AND (II) GRANTING RELATED RELIEF
[RELATED TO DOCKET NOS. 19, 99]**

¹ Due to the large number of Debtors in these chapter 11 cases, a complete list of the Debtors and the last four digits of their federal tax identification numbers is not provided herein. Such information may be obtained on the website of the Debtors' claims and noticing agent at <https://cases.primeclerk.com/MurrayEnergy>. The location of Debtor Murray Energy Holdings Co.'s principal place of business and the Debtors' service address in these chapter 11 cases is 46226 National Road, St. Clairsville, Ohio 43950.

prepetition or postpetition Surety Premiums and any amounts owed in connection with the Surety Indemnity Agreements or on account of the Brokerage Fees; *provided, however*, the Debtors shall not be permitted to make payments pursuant to this Final Order in excess of \$350,000 without the prior consent of the Ad Hoc Group of Superpriority Lenders, and prior written notice to the Official Committee of Unsecured Creditors (the “UCC”).

3. The Debtors are further authorized, but not directed, to (a) obtain new Surety Bonds, (b) maintain existing collateral, (c) post new or additional collateral or issue letters of credit, (d) renew or change bond amounts of existing Surety Bonds, (e) execute other agreements or discontinue their existing agreements in connection with the Surety Bond Program, and (f) continue to perform under the Surety Indemnity Agreements; *provided, however*, that the Debtors shall not be permitted to post new or additional collateral pursuant to this Final Order in excess of \$1 million in aggregate amount without the prior consent of the Ad Hoc Group of Superpriority Lenders, and without prior written notice to the UCC.

4. Notwithstanding the relief granted in this Final Order and any actions (including payments made) pursuant to such relief, nothing herein shall preclude a Surety from (a) declining to renew any expiring Surety Bond, (b) declining to extend any Surety Bond beyond its term, (c) declining to provide consent to, or otherwise exercising any rights in response to, the proposed assumption and/or assignment of any existing Surety Bond, any indemnity agreements between the Surety and any Debtors or other indemnitor, and/or any other agreement relating thereto, (d) declining to issue any new or additional Surety Bond, or (e) cancelling any Surety Bond at the written request of the Debtors; *provided* that any cancellation of any Surety Bond shall only be effectuated pursuant to the terms of the applicable Surety Bond, applicable provisions of the Bankruptcy Code, or applicable nonbankruptcy law.

claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Final Order or the Motion or a finding that any particular claim is an administrative expense claim or other priority claim; (e) a request or authorization to assume, adopt, or reject any prepetition agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (f) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; (g) a waiver or limitation of the Debtors' or any other party in interest's rights under the Bankruptcy Code or any other applicable law; or (h) a concession by the Debtors that any liens (contractual, common law, statutory, or otherwise) that may be satisfied pursuant to the Motion are valid, and the rights of all parties in interest are expressly reserved to contest the extent, validity, or perfection or seek avoidance of all such liens.

8. The Debtors are authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer requests that are dishonored as a consequence of these chapter 11 cases with respect to prepetition amounts owed in connection with the relief granted herein.

9. Notwithstanding the relief granted in this Final Order, any payment made or to be made by the Debtors pursuant to the authority granted herein shall be subject to and in compliance with any interim or final orders entered by the Court approving the Debtors' entry into any postpetition debtor-in-possession financing facility and any budget or cash flow forecasts in connection therewith and/or authorizing the Debtors' use of cash collateral and any budget or cash flow forecasts in connection therewith (in either case, the "DIP Order"). To the extent there is any inconsistency between the terms of the DIP Order and any action taken or proposed to be taken hereunder, the terms of the DIP Order shall control. For the avoidance of

15. The Debtors are authorized to take all reasonable actions necessary to effectuate the relief granted in this Final Order in accordance with the Motion.

16. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Final Order.

SO ORDERED.

Copies to Default List