

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
SOUTHERN DIVISION

In re: Chapter 11
WALTER ENERGY, INC., et al., Case No. 15-02741-TOM11
Debtors.1 Jointly Administered

ORDER APPROVING GLOBAL SETTLEMENT AMONG THE DEBTORS,
OFFICIAL COMMITTEE OF UNSECURED CREDITORS,
STEERING COMMITTEE AND STALKING HORSE
PURCHASER PURSUANT TO FED. R. BANKR. P. 9019

Upon the motion (the "Motion")2 of the Debtors for entry of an order (this "Order")
pursuant to Bankruptcy Code section 105(a) and Bankruptcy Rule 9019 (A) authorizing and
approving the Debtors' entry into a global settlement among the Debtors, the UCC, the
Steering Committee and the Stalking Horse Purchaser on the terms and conditions set forth in
the Settlement Term Sheet attached to the Order as Exhibit 1; and this Court having
jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§
157 and 1334; and consideration of the Motion and the relief requested therein being a core
proceeding pursuant to 28 U.S.C. § 157(b) and a related proceeding pursuant to 28 U.S.C. §
157(a); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409;

1 The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification
number, are: Walter Energy, Inc. (9953); Atlantic Development and Capital, LLC (8121); Atlantic Leaseco,
LLC (5308); Blue Creek Coal Sales, Inc. (6986); Blue Creek Energy, Inc. (0986); J.W. Walter, Inc. (0648);
Jefferson Warrior Railroad Company, Inc. (3200); Jim Walter Homes, LLC (4589); Jim Walter Resources,
Inc. (1186); Maple Coal Co., LLC (6791); Sloss-Sheffield Steel & Iron Company (4884); SP Machine, Inc.
(9945); Taft Coal Sales & Associates, Inc. (8731); Tuscaloosa Resources, Inc. (4869); V Manufacturing
Company (9790); Walter Black Warrior Basin LLC (5973); Walter Coke, Inc. (9791); Walter Energy
Holdings, LLC (1596); Walter Exploration & Production LLC (5786); Walter Home Improvement, Inc.
(1633); Walter Land Company (7709); Walter Minerals, Inc. (9714); and Walter Natural Gas, LLC (1198).
The location of the Debtors' corporate headquarters is 3000 Riverchase Galleria, Suite 1700, Birmingham,
Alabama 35244-2359.

2 Capitalized terms used but not defined herein have the meanings ascribed to them in the Motion.



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and due and proper notice of the Motion having been provided; and it appearing that no other or further notice need be provided; and it appearing that the Global Settlement has been negotiated, proposed and has been or will be entered into by the Parties without collusion, in good faith and at arm's length; and the relief requested being a reasonable exercise of the Debtors' sound business judgment consistent with its fiduciary duties and in the best interests of the Debtors and its estate and creditors; and after due deliberation and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is GRANTED.
2. The terms of the Global Settlement set forth in the Settlement Term Sheet, a copy of which is attached hereto as Exhibit 1, are approved and are binding on the Parties to the extent provided therein.
3. The Amended Final CCO is hereby modified to the extent necessary for the Parties to implement and effectuate the terms of the Global Settlement.
4. The Global Settlement and the effectiveness of the transactions and agreements contemplated under the Settlement Term Sheet are expressly conditioned upon the Closing of the transactions contemplated under the Stalking Horse Agreement. In the event that the Closing does not occur, the UCC (and solely the UCC) shall have the right to commence a Challenge (as defined in the Amended Final CCO) within fourteen (14) days from the date the UCC receives written notice of termination of the Stalking Horse Agreement.

5. The Debtors are hereby authorized to enter into the Global Settlement and to take any and all actions necessary to implement the terms of the Global Settlement and this Order without further order of the Court.

6. The informal objections to the Global Settlement and Sale Motion raised by BOKF, N.A. (“BOKF”), in its capacity as Trustee, and Collateral Agent for the 11.0%/12.0% Senior Secured Second Lien PIK Toggle Notes due 2020 (the “PIK Notes”) issued pursuant to the Indenture dated as of March 27, 2014 (the “Second Lien Indenture”) are hereby deemed withdrawn and resolved in consideration for the following: (a) the Stalking Horse Purchaser shall fund and pay to BOKF, at Closing, reasonable indenture trustee fees, expenses and costs (including, but not limited to, attorneys’ fees and costs of its professionals) through and including the date of the Closing, arising under or related to the Second Lien Indenture in an amount not to exceed \$275,000; and (b) all distributions on account of or to the PIK Notes, including, but not limited to, the equity in the Stalking Horse Purchaser pursuant to the Global Settlement, shall be distributed to BOKF in accordance with the Second Lien Indenture, except as otherwise agreed to by BOKF and the Debtors, and otherwise distributed as provided in the Second Lien Indenture. Nothing herein shall be deemed to impair, waive, discharge or negatively impact the charging lien pursuant to the Second Lien Indenture.

7. No provision of this Order shall be a ruling or is intended to be construed as a ruling on whether the Stalking Horse Purchaser (or any other purchaser) is a successor to the debtors for purposes of registration and reporting under the federal securities laws (including relevant rules and regulations promulgated thereunder) (the “Federal Securities Laws”); and the Stalking Horse Purchaser’s (or any other purchaser’s) obligation, if any, to file periodic

public reports with the United States Securities and Exchange Commission shall be governed by applicable provisions of the Federal Securities Laws. Nothing in this Order, the Settlement Term Sheet, or Global Settlement shall relieve or excuse the Debtor, the Stalking Horse Purchaser, or any other party from complying with any and all applicable Federal Securities Laws. Further, the Global Settlement and this Order are not binding upon the SEC with respect to enforcement of its police or regulatory powers and shall not limit the SEC from pursuing any police or regulatory enforcement action.

8. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the interpretation, implementation, or enforcement of this Order.

Dated: December 22, 2015

/s/ Tamara O. Mitchell
TAMARA O. MITCHELL
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

(Settlement Term Sheet)

**AMENDED TERM SHEET FOR SETTLEMENT AMONG THE DEBTORS, STEERING
COMMITTEE, STALKING HORSE PURCHASER AND OFFICIAL
COMMITTEE OF UNSECURED CREDITORS OF
WALTER ENERGY, INC., ET AL**

In consideration for the treatment of unsecured creditors outlined in this term sheet (the “Term Sheet”), the Official Committee of Unsecured Creditors (the “UCC”) appointed in the chapter 11 cases of Walter Energy, Inc. and certain of its direct and indirect subsidiaries (collectively, the “Debtors”) filed in the United States Bankruptcy Court for the Northern District of Alabama (the “Bankruptcy Court”) agrees that it will (i) consent to the *Debtors’ Motion for (A) an Order (I) Establishing Bidding Procedures for the Sale(s) of All, or Substantially All, of the Debtors’ Assets; (II) Approving Bid Protections; (III) Establishing Procedures Relating to the Assumption and Assignment of Executory Contracts and Unexpired Leases; (IV) Approving Form and Manner of the Sale, Cure and Other Notices; and (V) Scheduling an Auction and a Hearing to Consider the Approval of the Sale(s); (B) Order(s) (I) Approving the Sale(s) of the Debtors’ Assets Free and Clear of Claims, Liens and Encumbrances; and (II) Approving the Assumption and Assignment of Executory Contracts and Unexpired Leases; and (C) Certain Related Relief* [Docket No. 993] (the “Sale Motion”), including the Debtors’ entry into, and consummation of, that certain stalking horse asset purchase agreement (the “Stalking Horse Agreement”) with Coal Acquisition LLC (“Stalking Horse Purchaser”), (ii) waive its right, and agree it shall not, bring any potential Claims and Defenses, Challenges or any other claims that could be asserted by the UCC pursuant to the *Amended Final Order (A) Authorizing Postpetition Use of Cash Collateral, (B) Granting Adequate Protection to Prepetition Secured Parties and (C) Granting Related Relief* [Docket No. 797] (the “Amended Final CCO”)¹ and (iii) not challenge or object to the amount, extent, validity or priority of the First Lien Secured Parties’ adequate protection claims and liens, including the relief sought in the *Steering Committee’s Motion to Determine the Value of the First Lien Secured Parties’ Adequate Protection Claims as a Result of the Diminution in Value of the First Lien Secured Parties’ Collateral* [Docket No. 1161].

The terms and conditions described herein are part of a comprehensive proposal, each element of which is consideration for the other elements and is an integral aspect of such proposal. This Term Sheet constitutes a legally binding obligation of the Debtors, Steering Committee, Stalking Horse Purchaser and UCC. The transactions and agreements contemplated by this Term Sheet are subject to, and conditioned upon, (i) approval by the Bankruptcy Court of this settlement and (ii) the Closing of the transactions contemplated under the Stalking Horse Agreement.

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Amended Final CCO or the Sale Motion, as applicable.

1. Waiver of Claims, Assumption of Liabilities and Payment of Contractual Cure Obligations

- a. The Debtors and the Stalking Horse Purchaser agree to amend the Stalking Horse Agreement, consistent with Exhibit A hereto, to provide that the Stalking Horse Purchaser will acquire all causes of action of the Debtors under chapter 5 of the Bankruptcy Code as Acquired Assets without increasing the Purchase Price set forth in section 3.1 of the Stalking Horse APA.
- b. The Debtors and the Stalking Horse Purchaser agree to amend the Stalking Horse Agreement, consistent with Exhibit A hereto, to provide that the Stalking Horse Purchaser will waive at Closing all causes of action under chapter 5 of the Bankruptcy Code included as Acquired Assets.
- c. The Stalking Horse Purchaser will assume and agree to discharge and perform, when due, the Assumed Liabilities, including payment of the Cure Costs associated with the Assumed Contracts, in each case pursuant to the Stalking Horse Agreement. For the avoidance of doubt, other than as expressly set forth in the Stalking Horse Agreement, the Stalking Horse Purchaser will not assume, pay, discharge or be responsible for in any way any obligation, liability, executory contract or unexpired lease.

2. Stalking Horse Purchaser Equity

- a. The Stalking Horse Purchaser shall issue 1% of common equity in the Stalking Horse Purchaser to the unsecured creditors at Closing, which equity shall be subject to dilution resulting from any equity, warrants or other equity securities issued (i) pursuant to a management incentive plan and (ii) in connection with any exit or post-exit financing. The equity distributed to the Equity Trust (as defined below) will be of the same kind, with the same rights and terms, as the equity distributed to the First Lien Creditors on account of their First Lien Claims and shall be deposited into a newly formed trust (the “Equity Trust”) for the benefit of the unsecured creditors. The Stalking Horse Purchaser will, consistent with Exhibit A hereto, contribute \$200,000 at Closing to the Equity Trust to allow the Equity Trust to fulfill its purpose and obligations pending the disposition of the equity interests issued to the Equity Trust pursuant to this Term Sheet.
- b. The equity will be unregistered and, unless otherwise determined by the board of the Stalking Horse Purchaser, not subject to any registration rights. The equity will further be subject to restrictions on transfer and other provisions contained in the operating agreement of the Stalking Horse Purchaser.
- c. Under no circumstances shall the Stalking Horse Purchaser be required to become a public reporting company under the Exchange Act, and the operating agreement of the Stalking Horse Purchaser shall include provisions enforcing the same.
- d. The Stalking Horse Purchaser shall provide to the Equity Trust the right to

participate in any exit financing (including any rights offering) on the same terms as the First Lien Creditors, which participation rights shall be consistent with the Equity Trust's pro forma closing ownership interest in the Stalking Horse Purchaser (i.e. 1% subject to reduction as described above). For the avoidance of doubt, the Equity Trust shall not have any right to (and shall not) participate in any back-stop of any financing or have the ability to purchase any unsubscribed amounts in excess of such 1% subject to reduction referenced above.

- e. The First Lien Secured Parties shall waive any right to receive any portion of the consideration described in this section 2 on account of a deficiency claim relating to their First Lien claims.

3. Fees

- a. The Debtors and the Stalking Horse Purchaser agree to amend the Stalking Horse Agreement, consistent with Exhibit A hereto, to provide that the amount in the Estate Retained Professional Fees Trust shall be increased to provide for the payment of all reasonable, documented, accrued and unpaid fees and expenses incurred by the UCC's retained professionals through the Closing Date in an amount not to exceed \$5.2 million in the aggregate.
- b. The Debtors and the Stalking Horse Purchaser agree to amend the Stalking Horse Agreement, consistent with Exhibit A hereto, to provide for a "Committee Member and Indenture Trustee Fees Trust" to be funded by the Stalking Horse Purchaser at Closing that will be used to pay all reasonable, documented, accrued and unpaid fees and expenses incurred by each of the members of the UCC, the indenture trustees for the unsecured notes, and their retained professionals in connection with their membership on the UCC through the Closing Date in an amount not to exceed \$1.2 million in the aggregate.

Nothing contained in this Term Sheet shall affect, and each member of the UCC reserves its respective individual rights, with respect to any and all matters relating to these chapter 11 cases, including the right to object to any sale motion that seeks to transfer assets separately from the Debtors' obligations to its employees and/or retirees, whether arising under any pension plan, the Coal Act, or otherwise arising under law.

IN WITNESS WHEREOF, the parties hereto have caused this Term Sheet to be executed and delivered by their duly authorized representatives, as of December 22, 2015.

PAUL, WEISS, RIFKIND, WHARTON & GARRISON LLP,
on behalf of Walter Energy, Inc. and its Debtor subsidiaries

By: 
Name: Kelley A. Cornish
Title: Partner

Signature Page to Term Sheet

MORRISON & FOERSTER LLP, on behalf of the
Official Committee of Unsecured Creditors of
Walter Energy, Inc. *et al.*

By: 

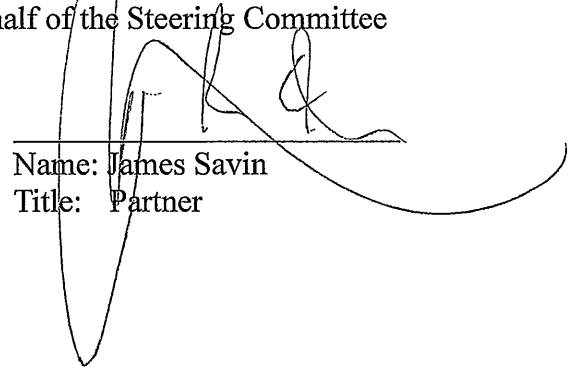
Name: Lorenzo Marinuzzi

Title: Partner

Signature Page to Term Sheet

AKIN GUMP STRAUSS HAUER & FELD LLP,
on behalf of the Steering Committee

By:

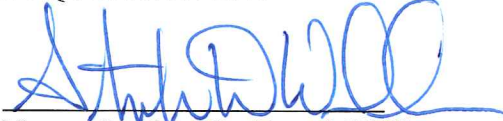


Name: James Savin

Title: Partner

Signature Page to Term Sheet

COAL ACQUISITION LLC

By: 
Name: Stephen D. (Doug) Williams
Title: Chief Executive Officer

Signature Page to Term Sheet

Exhibit A

Stalking Horse Agreement Amendment

FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT

This FIRST AMENDMENT TO ASSET PURCHASE AGREEMENT (this "Amendment"), dated as of December [●], 2015, is entered into by and among Coal Acquisition LLC, a Delaware limited liability company ("Buyer"), Walter Energy, Inc., a Delaware corporation (the "Company"), and the Additional Sellers (together with the Company, "Sellers" and each entity individually a "Seller"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement (as defined below).

RECITALS

WHEREAS, the Buyer, the Company and the Additional Sellers have previously entered into that certain Asset Purchase Agreement, dated as of November 5, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement");

WHEREAS, pursuant to Section 12.6 of the Asset Purchase Agreement, the Asset Purchase Agreement may be amended by a written agreement executed by each of the Parties thereto; and

WHEREAS, the parties hereto wish to enter into this Amendment to modify and amend certain provisions of the Asset Purchase Agreement as provided herein.

NOW THEREFORE, in consideration of the foregoing, the terms, conditions and covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments to Section 1.1 of the Asset Purchase Agreement.

(a) The following definitions are hereby added to Section 1.1 where alphabetically appropriate:

"Canadian Borrowers" has the meaning set forth in the definition of "Credit Agreement".

"Committee Member and Indenture Trustees Fees" has the meaning set forth in the definition of "Committee Member and Indenture Trustees Fees Escrow Amount".

"Committee Member and Indenture Trustees Fees Escrow" means an escrow established pursuant to an escrow agreement in form and substance satisfactory to Buyer and Sellers which shall be funded by Buyer at Closing in an aggregate amount equal to the Committee Member and Indenture Trustees Fees Escrow Amount; provided, that such escrow agreement shall expressly provide that any funds not actually used for the Committee Member and Indenture Trustees Fees shall be remitted to Buyer on the day that is ninety (90) days after the Closing Date.

"Committee Member and Indenture Trustees Fees Escrow Amount" means the aggregate amount of reasonable, documented, accrued and unpaid fees and out-of-pocket

expenses incurred by each of the members of the UCC, the indenture trustees for the Unsecured Notes, and their retained professionals in connection with their membership on the UCC through the Closing Date (the actual amount of such fees and out-of-pocket expenses being the “Committee Member and Indenture Trustees Fees”) in an amount not to exceed \$1,200,000 in the aggregate.

“Equity Trust” means a trust established pursuant to a trust agreement, in form and substance satisfactory to Buyer and Sellers, which shall be funded by Buyer with the Equity Trust Amount to hold common equity of Buyer or its ultimate parent for the benefit of the equity holders of the Equity Trust; provided that such trust agreement shall provide that any funds in the Equity Trust remaining from the Equity Trust Amount shall be remitted to Buyer on the date on which the Equity Trust no longer holds any such common equity.

“Equity Trust Amount” means \$200,000.

“Escrow Agent” means one or more escrow agents acceptable to Buyer and Sellers.

“Estate Retained Professional Fees” has the meaning set forth in the definition of “Estate Retained Professional Fees Escrow Amount”.

“Global Settlement” has the meaning set forth in Section 10.8.

“UCC” means the Official Committee of Unsecured Creditors appointed in the Bankruptcy Case.

“Unsecured Notes” means the Company’s 9.875% Senior Notes due 2020 and 8.5% Senior Notes due 2021.

(b) The following definitions are hereby amended and restated in their entirety to read as follows:

“Avoidance Action” means any claim, right or cause of action of any Seller arising under chapter 5 of the Bankruptcy Code and any analogous state law claims.

“Credit Agreement” means that certain Credit Agreement dated as of April 1, 2011, by and among the Company, as the U.S. borrower, Western Coal Corp.¹ and Walter Energy Canada Holdings, Inc., as the Canadian borrowers (the “Canadian Borrowers”), the lenders from time to time party thereto, and Morgan Stanley Senior Funding, Inc., as administrative agent, as amended, restated, amended and restated, waived, supplemented or otherwise modified from time to time prior to the date hereof.

¹ Western Coal Corp. was a Canadian Borrower at the time of entry into the Credit Agreement and related documents. In connection with a 2012 restructuring, substantially all of Western Coal Corp.’s assets were transferred to Walter Canadian Coal Partnership, and Western Coal Corp. was dissolved, with its remaining assets (including its partnership interest in Walter Canadian Coal Partnership) distributed to Walter Energy Canada Holdings, Inc.

“Estate Retained Professional Fees Escrow” means an escrow established pursuant to the Estate Retained Professional Fees Escrow Agreement.

“Estate Retained Professional Fees Escrow Agreement” means an escrow agreement reasonably acceptable to the Parties for the disbursement of the Estate Retained Professional Fees Escrow Amount; provided, that such escrow agreement shall expressly provide that any funds not actually used for the Estate Retained Professional Fees shall be remitted to Buyer on the day that is ninety (90) days after the Closing Date.

“Estate Retained Professional Fees Escrow Amount” means (x) a reasonable estimate of the aggregate amount of reasonable and documented fees and out-of-pocket expenses of, or incurred by, Professionals retained by Sellers pursuant to Section 327 of the Bankruptcy Code or retained by a statutory committee (other than the UCC, the fees of which are covered by clause (y) below) appointed in the Bankruptcy Case (subject to and limited by the Committee Monthly Cap (as defined in the Cash Collateral Orders, as modified to implement and effectuate the terms of the Global Settlement)) and the fees and expenses of the Bankruptcy Administrator (as defined in the Cash Collateral Orders), in each case, that are (i) are accrued and unpaid as of the Closing Date, or (ii) are transaction-based fees owed to PJT Partners LP provided for in an engagement letter in effect as of the Execution Date, which engagement letter has been disclosed to the Buyer prior to the Execution Date, so long as the payment of such transaction-based fees are authorized to be paid by the Bankruptcy Court either before or after the Closing; and (y) a reasonable estimate of the aggregate amount of all reasonable and documented fees and out-of-pocket expenses of, or incurred by, the UCC’s retained Professionals through the Closing Date that are accrued and unpaid as of the Closing Date in an amount not to exceed \$5,200,000 in the aggregate (the actual amount of the fees and out-of-pocket expenses in (x) and (y) being the “Estate Retained Professional Fees”).

“Payroll Amount” means a reasonable estimate of the amount necessary to fund Accrued Payroll, Approved Retention Payments to the extent not assumed by Buyer or paid at Closing and payroll taxes related thereto, which estimate shall be provided by Sellers to Buyer no later than two (2) weeks prior to the Closing Date, which amount shall be deposited on the Closing Date in one or more escrows established pursuant to escrow agreements, dated as of the Closing Date, that are in form and substance satisfactory to Buyer and Sellers and expressly provide for any unused funds to be remitted to Buyer within ninety (90) days of the Closing Date.

“Transaction Documents” means this Agreement, the Assumption Agreement, the Bill of Sale, the Estate Retained Professional Fees Escrow Agreement, the Transition Services Agreement, the other agreements contemplated by Section 4.2 and any other agreements, instruments or documents entered into at the Closing pursuant to this Agreement.

- (c) The definition of “Deferred Matters” is hereby deleted in its entirety.

2. Amendment to Section 2.1(m) of the Asset Purchase Agreement. Section 2.1(m) of the Asset Purchase Agreement is hereby amended by replacing it in its entirety with the following:

“(m) (1) all Avoidance Actions and (2) any other causes of action belonging or available to any of the Sellers or their estates relating to the Business or the Acquired Assets (including the Actions set forth on Schedule 2.1(m)) ((1) and (2) collectively, the “Acquired Actions”); provided, that (x) all Avoidance Actions and (y) any Acquired Actions set forth in clause (2) above against the Sellers, the First Lien Lenders, the First Lien Noteholders, the Second Lien Noteholders, the Credit Agreement Agent, the Indenture Trustee, the Second Lien Trustee, and the directors, officers, managers, employees, shareholders, members and advisors of the First Lien Lenders, the First Lien Noteholders, the Second Lien Noteholders, the Credit Agreement Agent, the Indenture Trustee, the Second Lien Trustee, any of the Sellers and other Persons set forth in the Waiver will be waived effective as of the Closing Date by execution of the Waiver;”

3. Amendment to Section 2.1 of the Asset Purchase Agreement. Sections 2.1 of the Asset Purchase Agreement is hereby amended by deleting the “and” at the end of clause 2.1(y) and replacing clause 2.1(z) in its entirety with the following:

“(z) all of the Sellers’ right and interest in and right to manage the 501(c)(21) Black Lung Benefit Trust funded by the Sellers in respect of Black Lung Liability of the Sellers; and

(aa) two tractors and one wheel dozer to the extent purchased by a Seller from Willow Creek Coal Partnership and Brule Coal Partnership, subsidiaries of a Canadian Borrower, (collectively the “Canadian Partnership Vendors”) pursuant to a bill of sale dated December 2015 (the “Canadian Sale Agreement”) on credit for approximately \$1.2 million (or such other higher amount as may be agreed by the Canadian Partnership Vendors and such Seller and the Buyer), subject to the charges and security interests granted to the Canadian Partnership Vendors or one or more of their affiliates to secure payment of the purchase price, and all of the Seller’s rights and obligations in respect of the Canadian Sale Agreement, including the obligation to pay the purchase price in connection therewith.”

4. Amendment to Section 2.2(q) of the Asset Purchase Agreement. Section 2.2(q) of the Asset Purchase Agreement is hereby amended by replacing it in its entirety with the following:

“(q) any intercompany receivables between one or more of the Sellers and any Debtor (as defined in the Cash Collateral Orders) (for the avoidance of doubt, any intercompany receivables owed to any Seller by the Canadian Borrowers or any of their Subsidiaries are not covered by this Section 2.2(q)); and”

5. Amendment to Section 2.3 of the Asset Purchase Agreement. Section 2.3 of the Asset Purchase Agreement is hereby amended by deleting the “and” at the end of clause 2.3(n), replacing the “.” at the end of clause 2.3(m) with “; and” and adding the following clause:

“(o) all Liabilities under the Canadian Sale Agreement as provided in Section 2.1(aa).”

6. Amendment to Section 2.4(f) of the Asset Purchase Agreement. Section 2.4(f) of the Asset Purchase Agreement is hereby amended by replacing it in its entirety with the following:

“(f) other than Trade Payables and the Estate Retained Professional Fees Escrow Amount, all Liabilities for: (i) costs and expenses incurred or owed in connection with the administration of the Bankruptcy Case (including all Estate Retained Professional Fees); and (ii) all costs and expenses incurred by Sellers in connection with the negotiation, execution and consummation of the transactions contemplated under this Agreement;”

7. Amendment to Section 2.5(a)(i) of the Asset Purchase Agreement. Section 2.5(a)(i) of the Asset Purchase Agreement is hereby amended by adding the following sentence at the end of such section:

“Notwithstanding the foregoing, from and after the Determination Date until February 15, 2016, Buyer shall be permitted to designate in writing any Contracts previously designated as Assumed Contracts to be Excluded Contracts, and upon any such designation such Contracts shall be automatically deemed to be Excluded Contracts.”

8. Amendment to Section 3.3 of the Asset Purchase Agreement. Section 3.3 of the Asset Purchase Agreement is hereby amended by replacing it in its entirety with the following:

3.3 Limitation on Buyer Liability.

“For the avoidance of doubt, except for amounts deposited at Closing pursuant to Section 4.2 (to the extent such amounts are required to be deposited pursuant to this Agreement) or as otherwise expressly provided in this Agreement, Buyer shall have no liability with respect to the Estate Retained Professional Fees Escrow, Estate Retained Professional Fees Escrow Amount (and any other estate professional fees), the Payroll Amount (and any trust established pursuant thereto), the Wind Down Trust, the Wind Down Trust Amount, the Walter Coke Trust, the Walter Coke Trust Amount, the Committee Member and Indenture Trustees Fees Escrow, the Committee Member and Indenture Trustees Fees Escrow Amount, the Equity Trust or the Equity Trust Amount.”

9. Amendment to Section 4.2 of the Asset Purchase Agreement. Section 4.2 of the Asset Purchase Agreement is hereby amended by replacing clauses 4.2(n)-(s) in their entirety with the following:

“(n) to the applicable Escrow Agent, a cash amount equal to the Estate Retained Professional Fees Escrow Amount;

(o) to the applicable Escrow Agent, a cash amount equal to the Payroll Amount;

(p) to the applicable Trustee, a cash amount equal to the Wind Down Trust Amount;

(q) to the applicable Escrow Agent, a cash amount equal to the Committee Member and Indenture Trustees Fees Escrow Amount;

(r) to the applicable Trustee, a cash amount equal to the Equity Trust Amount; and

(s) to the applicable Trustee, a cash amount equal to the Walter Coke Trust Amount, if the Walter Coke Election or the Pre-Closing Walter Coke Election is made and, in any event, the sale of the Walter Coke Assets to a Successful Bidder or Backup Bidder for the Walter Coke Assets does not close.”

10. Amendment to Section 7.8(a) of the Asset Purchase Agreement. Section 7.8(a) of the Asset Purchase Agreement is hereby amended by replacing the first sentence in its entirety with the following:

“From and after the date hereof until one (1) Business Day prior to the Bid Deadline, upon prior written notice to Sellers, Buyer shall have the right to amend Schedule 2.2(a) to designate the Walter Coke Assets to be an Excluded Asset (the “Walter Coke Election”).”

11. Amendment to Article 10 of the Asset Purchase Agreement. Article 10 of the Asset Purchase Agreement is hereby amended by adding the following Section 10.8:

“10.8 Global Settlement. The Buyer shall have complied in all material respects with all obligations required to be performed by the Buyer on or prior to the Closing Date pursuant to the Global Settlement (as defined in the *Debtors’ Motion for an Order Approving Global Settlement Among the Debtors, Official Committee of Unsecured Creditors, Steering Committee and Stalking Horse Purchaser Pursuant to Fed. R. Bankr. P. 9019*).”

12. Amendment to Section 11.1(b) of the Asset Purchase Agreement. Section 11.1(b) of the Asset Purchase Agreement is hereby amended by replacing clauses 11.1(b)(vi)-(viii) in their entirety with the following:

“(vi) upon the date that is fourteen (14) days prior to the Bid Deadline, unless Buyer and Sellers shall have reached agreement in their sole discretion on the Sale Order;

(vii) January 31, 2016, unless Buyer and Sellers shall have reached agreement in their sole discretion on the Transition Services Agreement; or

(viii) upon the final, non-appealable ruling or denial of the Governmental Authorizations described in Sections 9.4 and 10.4 and required to be obtained by Closing.”

13. Miscellaneous.

(a) Full Force and Effect. Except as expressly modified or waived by this Amendment, all of the terms, covenants, agreements, conditions and other provisions of the Asset Purchase Agreement shall remain in full force and effect in accordance with their respective terms. As used in the Asset Purchase Agreement, the terms “this Agreement,” “herein,” “hereinafter,” “hereto,” and words of similar import shall mean and refer to, from and after the date of this Amendment, unless the context requires otherwise, the Asset Purchase Agreement as amended by this Amendment.

(b) No Waiver of Rights. Except as expressly provided herein, for the avoidance of doubt, nothing herein shall limit or otherwise modify any: (i) rights of the Buyer under the Asset Purchase Agreement, as amended hereby, or (ii) any obligations of the Sellers to the Buyer under the Asset Purchase Agreement, as amended hereby.

(c) Counterparts; Electronic Signatures. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of an executed counterpart to this Amendment by telecopy, e-mail or other electronic means (e.g., “pdf” or “rtf”) shall be effective as an original and shall constitute a representation that an original will be delivered.

(d) GOVERNING LAW. Section 12.10 of the Agreement is incorporated by reference herein, *mutatis mutandis*.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their duly authorized representatives as of the date first above written.

COAL ACQUISITION LLC

By: _____
Name:
Title:

[Signature Page to First Amendment to Asset Purchase Agreement]

WALTER ENERGY INC.

By: _____
Name:
Title:

ATLANTIC DEVELOPMENT AND CAPITAL, LLC

By: _____
Name:
Title:

ATLANTIC LEASECO, LLC

By: _____
Name:
Title:

BLUE CREEK COAL SALES, INC.

By: _____
Name:
Title:

BLUE CREEK ENERGY, INC.

By: _____
Name:
Title:

JEFFERSON WARRIOR RAILROAD COMPANY, INC.

By: _____
Name:
Title:

JIM WALTER HOMES, LLC

By: _____
Name:
Title:

JIM WALTER RESOURCES, INC.

By: _____
Name:
Title:

J.W. WALTER, INC.

By: _____
Name:
Title:

MAPLE COAL CO., LLC

By: _____
Name:
Title:

SLOSS-SHEFFIELD STEEL & IRON COMPANY

By: _____
Name:
Title:

SP MACHINE, INC.

By: _____
Name:
Title:

TAFT COAL SALES & ASSOCIATES, INC.

By: _____
Name:
Title:

TUSCALOOSA RESOURCES, INC.

By: _____
Name:
Title:

V Manufacturing Company

By: _____
Name:
Title:

WALTER BLACK WARRIOR BASIN LLC

By: _____
Name:
Title:

WALTER COKE, INC.

By: _____
Name:
Title:

WALTER ENERGY HOLDINGS, LLC

By: _____
Name:
Title:

WALTER EXPLORATION & PRODUCTION LLC

By: _____
Name:
Title:

WALTER HOME IMPROVEMENT, INC.

By: _____
Name:
Title:

WALTER LAND COMPANY

By: _____
Name:
Title:

WALTER MINERALS, INC.

By: _____
Name:
Title:

WALTER NATURAL GAS, LLC

By: _____
Name:
Title:

Notice Recipients

District/Off: 1126-2
Case: 15-02741-TOM11

User: ltumlin
Form ID: pdf000

Date Created: 12/22/2015
Total: 235

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cr	Nelson Brothers, LLC	c/o Daniel D. Sparks	505 20th Street North	Suite 1800 Birmingham, AL 35203
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cr	Parker Towing Company, Inc.	c/o Benjamin S. Goldman, Esquire	2001 Park Place North	Suite 1200 Birmingham, AL 35203 UNITED STATES
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cr	Aspen American Insurance Company	c/o C. Ellis Brazeal III	Jones Walker LLP	1819 5th Avenue North Suite 1100 Birmingham, AL 35203
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cr	Hager Oil Company, Inc.	c/o Marvin E. Franklin	Najjar Denaburg, P.C.	2125 Morris Avenue Birmingham, AL 35116
cr	S.E. Belcher, Jr. Private Foundation No. 3	c/o Jesse S. Vogtle, Jr.	PO Box 306	Birmingham, AL 35201
cr	CONSOLIDATED PIPE & SUPPLY CO., INC.	c/o Marvin E. Franklin	Najjar Denaburg, P.C.	2125 Morris Avenue Birmingham, AL 35203
cr	Pension Benefit Guaranty Corporation	1200 K St., NW	Washington, DC 20005	
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cr	Jefferson County Department of Health	and/or Mark E. Wilson, MD	1400 Sixth Avenue	South Birmingham, AL 35233
cr	Wesley West Minerals, Ltd.	c/o Robert A. Morgan	ROSEN HARWOOD, PA	2200 Jack Warner Parkway, Suite 200 PO Box 2727 Tusclaoosa, AL 35403-2727
intp	U.S. Securities and Exchange Commission	Atlanta Regional Office	950 East Paces Ferry Road,	N.E. Suite 900 Atlanta, GA 30326-1382
cr	George M. Phillippi	4 Office Park Circle, Suite 313	Birmingham,, AL 35223	

cr	Appalachian Power Company d/b/a American Electric Power	c/o Eric T. Ray, Esq.	Post Office Box
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	North Birmingham, AL 35203		
intp	Dominion Resources Black Warrior Trust by and through its Trustee, Southwest Bank	c/o Lee R. Benton	Benton & Centeno, LLP 2019 3rd Avenue North Birmingham, AL 35203
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cr	UMB Bank National Association	Attn: Mark Flannagan	1010 Grand Blvd. Kansas City, MO 64106
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cr	United Mine Workers of America	Attn: Grant Crandall	18354 Quantico Gateway Drive, Suite 200 Triangle, VA 22172
cr	Carroll Engineering Co.	Attn: Greg Wolfe	227 Industrial Park Dr Harlan, KY 40831
cr	Consolidated Pipe & Supply Co., Inc.	Attn: Chris Harper	1205 Hilltop Parkway Birmingham, AL 35124
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intp	GE Capital Information Technology Solutions, Inc f/d/b/a IKON Financial Services	Administration	1738 Bass Road P O Box 13708 Macon, GA 31208-3708
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cr	KyKennKee, Inc	P.O. Box 290	Vance, AL 35490
cr	Official Committee of Retired Employees of Walter Energy, Inc.	Adams and Reese LLP	1901 6th Avenue North, Suite 3000 Birmingham, AL 35203 UNITED STATES OF AMERICA
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cr	Charles M. Cassidy Group, LLC	c/o Kristofor D. Sodergren	Rosen Harwood, P.A. 2200 Jack Warner Parkway, Suite 200 P.O. Box 2727 Tuscaloosa, AL 35403-2727
cr	Alabama Department of Conservation and Natural Resources	c/o Kristofor D. Sodergren	Rosen Harwood, P.A. P.O. Box 2727 Tuscaloosa, AL 35403-2727
ex	Direct Fee Review LLC	W. Joseph Dryer	1000 N West Street Suite 1200 Wilmington, DE 19801
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