

EXECUTION VERSION

SCHEDULES

In connection with the

ASSET PURCHASE AGREEMENT

by and among

SEMINOLE COAL RESOURCES, LLC, ERP COMPLIANT COKE, LLC AND ERP

ENVIRONMENTAL FUND, INC., AS BUYER,

WALTER ENERGY, INC., AS THE COMPANY

AND

ATLANTIC DEVELOPMENT AND CAPITAL, LLC, ATLANTIC LEASECO, LLC,

MAPLE COAL CO., LLC, WALTER COKE, INC., WALTER MINERALS, INC.,

JEFFERSON WARRIOR RAILROAD COMPANY, INC., JIM WALTER

RESOURCES, INC., TAFT COAL SALES & ASSOCIATES, INC. AND

TUSCALOOSA RESOURCES, INC., AS SELLERS

AND

SOLELY FOR PURPOSES OF SECTION 2.6, J.W. WALTER, INC.

DATED AS OF JANUARY 31, 2016



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These Schedules have been prepared and delivered in connection with the Asset Purchase Agreement (the “Agreement”), dated as of January 31, 2016, by and among Seminole Coal Resources, LLC (“Seminole”) and ERP Compliant Coke, LLC (“ERP”), each being a limited liability company organized under the laws of the State of Delaware, ERP Environmental Fund, Inc., a West Virginia non-profit entity (“ERP Environmental”) and collectively with Seminole and ERP, the “Buyer”), Walter Energy, Inc., a Delaware corporation (the “Company”) and Sellers (as defined in the Agreement) and, solely for purposes of Section 2.6, J.W. Walter, Inc., a Delaware corporation (“JWW”). All capitalized terms used in the Schedules and not otherwise defined therein shall have the respective meanings set forth in the Agreement. References to the “Coke Data Room” herein are references to that certain Walter Energy – Coke Data Room of the Company updated as of January 6, 2016. References to the “WV Data Room” herein are references to that certain Walter Energy – WV Data Room of the Company updated as of January 6, 2016. References to the “Ala Surface Data Room” herein are references to that certain Walter Energy – Ala Surface Data Room of the Company updated as of January 6, 2016. All references to “Lot” or “Lots” in the Schedules are such Lot(s) as set forth on Exhibit A to the Bidding Procedures.

Any matter, information or item disclosed in the Schedules delivered under any specific representation, warranty or covenant or Schedule number hereof, or in the Incorporated Information, shall be deemed to have been disclosed and incorporated by cross-reference in any other Schedule for all purposes of the Agreement in response to every representation, warranty or covenant in the Agreement; provided that with respect to cross-referenced matters in the Schedules, such cross-referenced matters, information or items are disclosed in such a manner that it would be reasonably apparent from the disclosure that such matters apply to such other Schedules. Except with respect to the representations and warranties set forth in Sections 5.5 and 5.9 with respect to material environmental matters, all matters included in the Incorporated Information are hereby incorporated by reference, to the extent responsive to the applicable representation and warranty.

The inclusion of any matter, information or item in any Schedule shall not be deemed to constitute an admission of any liability by the Seller, the Company or any other Person to any third party or otherwise imply, that any such matter, information or item is material or creates a measure for materiality for the purposes of the Agreement. Matters reflected in the Schedules are not necessarily limited to matters required by the Agreement to be reflected in the Schedules. Such additional matters are set forth for informational purposes and do not necessarily include other matters of a similar nature. All references in the Schedules to the enforceability of agreements with third parties, the existence or non-existence of third-party rights, the absence of breaches or defaults by third parties, or similar matters or statements, are intended only to allocate rights and risks between the Buyer and the Sellers and are not intended to be admissions against interests, give rise to any inference or proof of accuracy, be admissible against any party to the Agreement by any Person who is not a party to the Agreement, or give rise to any claim or benefit to any Person who is not a party to the Agreement. In addition, the

disclosure of any matter in the Schedules is not to be deemed an admission that such matter actually constitutes noncompliance with, or a violation of applicable Law, contract or other topic to which such disclosure is applicable. In no event shall the disclosure of matters disclosed in the Schedules be deemed or interpreted to broaden the Seller's or the Company's representations and warranties, obligations, covenants, conditions or agreements contained in the Agreement. The headings contained in the Schedules are for convenience of reference only and shall not be deemed to modify or influence the interpretation of the information contained in the Schedules or the Agreement.

Schedule 2.6(b)

Certain Contracts to be Assumed

The attached list of Contracts is incorporated by reference herein.

ID	Lot	Estimated Cure	LID	EntityName	Schedule	SubSchedule	Counterparty	Description1	Description2	Address1	Address2	City	State	Zip	Country	Notes														
6-G-01-692	3	\$89,595.29		6 J.W. Walter, Inc.	G		1 Pardee Minerals LLC	Amendment	EFFECTIVE DATE: 3/6/2015	1717 Arch Street	33rd Floor	Philadelphia	PA	19103-2751	US															
6-G-01-691		\$89,595.29						Lease - Mineral	EFFECTIVE DATE: 6/7/2012																					
6-G-01-690		\$89,595.29						Assignment	EFFECTIVE DATE: 6/6/2012																					
6-G-01-693		\$0.00						Memorandum of Lease	EFFECTIVE DATE: 6/7/2012																					
13-G-01-1249	4	\$0.00		13 Taft Coal Sales & Associates, Inc.	G		1 Alabama Power Company (on its own behalf and as agent for Southern Electric Generating Company	Amendment	EFFECTIVE DATE: 10/1/2001	P.O. Box 2641	600 N. 18th Street	Birmingham	AL	35291-0490	US															
13-G-01-1248		\$0.00						Amendment	EFFECTIVE DATE: 4/1/2001																					
13-G-01-1257		\$0.00						Amendment	EFFECTIVE DATE: 5/14/2014																					
13-G-01-1251		\$0.00						Amendment	EFFECTIVE DATE: 7/1/2004																					
13-G-01-1252		\$0.00						Amendment	EFFECTIVE DATE: 7/1/2009																					
13-G-01-1256		\$0.00						Amendment	EFFECTIVE DATE: 7/16/2009																					
13-G-01-1253		\$0.00						Amendment	EFFECTIVE DATE: 8/1/2005																					
13-G-01-1255		\$0.00						Amendment	EFFECTIVE DATE: 8/29/2008																					
13-G-01-1254		\$0.00						Amendment	EFFECTIVE DATE: 8/30/2006																					
13-G-01-1250		\$0.00						Amendment	EFFECTIVE DATE: 9/1/2002																					
13-G-01-1258		\$0.00						Amendment	EFFECTIVE DATE: 9/30/2014																					
13-G-01-1247		\$107,163.96						Lease - Mineral	EFFECTIVE DATE: 8/1/1998																					
		9						\$0.00									Walter Coke, Inc.													
		8						\$0.00									Jim Walter Resources, Inc.			Diones Farms, Inc.	Lease - Commercial Real Estate		21532 Old Jasper Road		Berry	AL	35546	US		