

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF KENTUCKY
PIKEVILLE DIVISION**

In re:)	Chapter 11
)	
Coking Coal, LLC,)	Case No. 24-70529
)	
Debtor.)	
)	

**NOTICE OF (I) POTENTIAL ASSUMPTION AND ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND
(II) PROPOSED CURE AMOUNTS**

Coking Coal, LLC, the debtor and debtor-in-possession in this case (the “Debtor” or “CCL”), through counsel, files this *Notice of (I) Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases and (II) Proposed Cure Amounts*.

1. On December 16, 2024, the Debtor file a voluntary petition (the “Case”) for relief under Chapter 11 of Title 11 of the United States Code (the “Bankruptcy Code”) in the United States Bankruptcy Court for the Eastern District of Kentucky (the “Bankruptcy Court”).

2. You are receiving this notice (the “Cure Notice”) because you may be a party to an unexpired lease or an executory contract (including, without limitation, any and all amendments, modifications, side letters, memoranda of understanding, documents incorporated by reference, attachments, and exhibits thereto) (each such collection of documents a “Contract”) that may be assumed and assigned (collectively, the “Assigned Contracts”) in connection with the sale or disposition (the “Sale”) of substantially all of the Debtor’s assets (collectively, the “Assets”), free and clear of all liens, claims, encumbrances, and other interests pursuant to Section 363 of the Bankruptcy Code. A list of the Contracts is attached hereto as **Exhibit A** (the “Cure Schedule”).

3. By order dated February 7, 2025 [Docket No. 311] (the “Bidding Procedures Order”),¹ the Court established certain procedures that govern, among other things, the assumption and assignment of the Debtor’s executory contracts and unexpired leases in connection with the Sale and certain procedures (the “Bidding Procedures”) that govern the sale of the Assets to the highest or otherwise best bidder(s). Copies of the Bidding Procedures Order, the Bidding Procedures, and any related pleadings filed in this Case are available for download at <https://dm.epiq11.com/case/cokingcoal/info>, or from the Debtor’s claims and noticing agent, Epiq Corporate Restructuring, LLC, via telephone at (888) 871-4597 (U.S.) or (971) 431-8302 (International), or via email at cokingcoal@epiqglobal.com.

4. In accordance with the Bidding Procedures Order, on March 14, 2025, the Debtor filed its *Status Report and Notice of Intent to Conduct an Auction Sale of Substantially All of Debtor’s Assets* [Dkt. No. 345] (the “Auction Notice”) pursuant to which the Debtor informed parties of its intention to conduct the Sale by holding an in-person auction of the Assets in accordance with the Bidding Procedures Order on April 4, 2025, commencing at 9:00 a.m. (prevailing Eastern time), at the offices of Counsel for the Debtor, Ellen Arvin Kennedy, Dinsmore & Shohl LLP, 100 West Main St., Suite 900, Lexington, KY 40507.

5. After the opening of the auction on April 4, the auction was continued to April 14, 2025, by request of the parties, and the Debtor intends to continue it again to April 30, 2025.

6. The Debtor has conducted a review of its books and records and has determined that all unpaid monetary obligations under the Contracts, as of the date of this Cure Notice, are as set forth in the Cure Schedule (the “Cure Costs”). To the extent that the Debtor satisfies any

¹ Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Bidding Procedures Order.

portion of the Cure Costs subsequent to the filing of this Cure Notice, the Cure Costs shall be reduced accordingly. The Cure Costs are the only amounts proposed to be paid upon any assumption and assignment of the Assigned Contracts, in full satisfaction of all amounts outstanding under the Assigned Contracts.

7. To the extent that a counterparty to a Contract objects to (i) the possible assumption and assignment of such party's Contract to the purchaser of the Assets or (ii) the applicable Cure Cost, the counterparty must file and serve an objection (a "Cure Objection").

8. Any Cure Objection shall: (i) be in writing, (ii) comply with the applicable provisions of the Bankruptcy Code, Bankruptcy Rules, and the Local Rules, (iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Cost, the correct cure amount alleged by the objecting counterparty, together with any applicable and appropriate documentation in support thereof, (iv) be filed with the Clerk of the Bankruptcy Court on or before **April 28, 2025** (the "Cure Objection Deadline"); and (v) be served upon the Debtor's counsel by email at ellen.kennedy@dinsmore.com. For the avoidance of doubt, a timely filed and properly served Cure Objection will reserve the counterparty's rights relating to the Contract, but will not be deemed to constitute an objection to the relief generally requested in the Motion with respect to the approval of the Sale.

9. All parties-in-interest shall also have an opportunity to object (a) to the specific terms of the Sale or specific provisions of the Asset Purchase Agreement or the Sale Order that could not have been raised based on the Motion alone (if applicable), (b) related to the identity of the Successful Bidder(s) or Backup Bidder (as applicable) (other than with respect to executory contracts and unexpired leases), or (c) to the conduct of the Auction (if an Auction is held) (collectively, the "Post-Auction Objection"). Any Post-Auction Objection must (i) be in writing

and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; and (ii) be filed with the Bankruptcy Court on or before **May 15, 2025**.

10. All non-Debtor counterparties to Contracts that may be assumed and assigned in connection with the Sale shall also have an opportunity to object to the adequate assurance of future performance under Assigned Contracts (if any). Any objection to the adequate assurance of future performance must (i) be in writing and state, with specificity, the legal and factual bases thereof and include any appropriate documentation in support thereof; and (ii) be filed with the Bankruptcy Court by no later than **May 15, 2025**. Any non-Debtor Contract counterparty interested in receiving adequate assurance of future performance shall request such information to the Debtor's counsel not less than twenty-four (24) hours prior to the Auction. All requesting non-Debtor Contract counterparties shall be provided with adequate assurance information relevant to the affected counterparty (by email if available or otherwise by first class mail) no later than one week after the Auction for delivery via email, or as soon as reasonably practicable thereafter.

11. If a Cure Objection or an objection to the proposed assumption and assignment of a Contract or Assigned Contract is not timely received with respect to a Contract or Assigned Contract: (i) the counterparty to such Assigned Contract shall be deemed to have consented to the assumption by the Debtor and assignment to the Successful Bidder, if any; (ii) any and all defaults under the Assigned Contract and any and all pecuniary losses related thereto shall be deemed cured and compensated pursuant to Section 365(b)(1)(A) and (B) of the Bankruptcy Code upon assumption and assignment of the Assigned Contract and payment of the Cure Cost; and (iii) the Cure Cost for such Contract or Assigned Contract shall be controlling, notwithstanding anything to the contrary in such Contract or Assigned Contract, or any other related document, and the

counterparty shall be deemed to have consented to the Cure Cost and shall be forever barred from asserting any other claims related to such Contract or Assigned Contract against the Debtor and its estates or the Successful Bidder (if any), or the property of any of them, to the extent such claim existed prior to the entry of the Sale Order.

12. Any party failing to timely file a Post-Auction Objection or object to the adequate assurance of future performance under Assigned Contracts shall be deemed to have consented to the assumption, assignment, and/or transfer of the applicable Assigned Contract to the proposed assignee, and shall be forever barred and estopped from asserting or claiming that any conditions to such assumption, assignment, and/or transfer must be satisfied under such applicable Assigned Contract or that any related right or benefit under such applicable Assigned Contract cannot or will not be available to the proposed assignee.

13. In the event that a non-Debtor contract counterparty files a timely Cure Objection and the Debtor and such counterparty cannot resolve such objection, the objection shall be heard at the Sale Hearing or such later date that the Debtor determines, subject to the Court's calendar; provided, however, that (i) any Assigned Contract that is the subject of a Cure Objection with respect solely to the amount of the Cure Cost may be assumed and assigned prior to resolution of such objection, (ii) the Debtor, in consultation with the parties to any Contract that is subject to a Cure Objection, may adjourn a Cure Objection, and (iii) the Successful Bidder (if any) shall pay any undisputed Cure Cost in accordance with the terms of its asset purchase agreement with the Debtor on or before the Sale Closing and shall appropriately reserve funding for the disputed portion of the Cure Costs.

14. If such objection has not been resolved prior to the Sale Closing (whether by an order of the Court or by agreement with the counterparty), the Successful Bidder (if any) may

elect, in its sole discretion, to: (i) treat such counterparty's Contract (the "Disputed Contract") as an excluded Contract (pursuant to the terms of the Successful Bidder's asset purchase agreement with the Debtor) or (ii) temporarily treat such counterparty's Contract as an excluded Contract, proceed to the Sale Closing, and determine whether to treat the Disputed Contract as an Assigned Contract or an excluded Contract within five (5) business days after resolution of such objection (whether by order of the Court or by agreement with the counterparty).

Dated: April 14, 2025

DINSMORE & SHOHL LLP

/s/ Ellen Arvin Kennedy

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Counsel for Debtor and Debtor-in-Possession

CERTIFICATE OF SERVICE

This document has been electronically filed and served via the Court's ECF System on all parties in interest on April 14, 2025.

/s/ Ellen Arvin Kennedy

EXHIBIT A

CURE SCHEDULE

Counterparty	Contract Description	Cure Amount
ACIN LLC	DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING & ASSIGNMENT OF PRODUCTION DTD 5/11/2020	\$ -
ACIN LLC / NATURAL RESOURCE PARTNERS LP	COAL-RELATED LEASE	\$ 2,192,100.52
ALBERT L BYER	COAL LEASE AGREEMENT DTD 11/20/2020	\$ -
ALBERT SHIMKUS	COAL LEASE AGREEMENT DTD 11/20/2020	\$ -
ALPHA METTALLURGICAL COAL SALES, LLC	SALE PURCHASE AGREEMENT FOR COAL DTD 6/25/2024	\$ -
ARCELORMITTAL SOURCING SCA	SOLID FUELS PURCHASE AGREEMENT DTD 2/26/2024	\$ 2,623,690.43
BETTY QUESENBERY	COAL LEASE AGREEMENT DTD 11/20/2020	\$ -
CAROL T CLARKE	COAL LEASE AGREEMENT DTD 11/20/2020	\$ -
CHARLES M CLARKE	COAL LEASE AGREEMENT DTD 11/20/2020	\$ -
CHRISTINA A POORE	COAL LEASE AGREEMENT DTD 11/20/2020	\$ -
CHRISTINA T RUSSIN	COAL LEASE AGREEMENT DTD 11/20/2020	\$ -
DAVID A DEJARNETT	DEED OF TRUST, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING & ASSIGNMENT OF PRODUCTION DTD 5/11/2020	\$ -
DONALD BLACK	COAL LEASE AGREEMENT DTD 11/20/2020	\$ -
DOUBLE R TRUCKING COMPANY, INC	TRANSPORT AGREEMENT	\$ 138,980.92
EURASIA CENTER AG	SHAREHOLDER PROMISSORY NOTE DTD 09/29/2024	\$ -
GOBA CAPITAL INC	FACTORING AGREEMENT DTD 6/29/2023	\$ -
HOWARD ENGR. & GLY., INC	GEOLOGICAL SERVICES AGREEMENT	\$ 387,009.81
IRON MOUNTAIN COLLIERIES LLC	CONTRACTOR MINING AGREEMENT DTD 3/18/2024	\$ -
J&H ENTERPRISES OF VA, LLC	TRANSPORT AGREEMENT	\$ 48,404.06
JAMES C TRIVETT	COAL LEASE AGREEMENT DTD 11/20/2020	\$ -
JANET C TRIVETT	COAL LEASE AGREEMENT DTD 11/20/2020	\$ -
JOAN C TRIVETT	COAL LEASE AGREEMENT DTD 11/20/2020	\$ 1,764.71
JOHN DEERE FINANCIAL	PURCHASE AGREEMENT FOR SURFACE EQUIPMENT	\$ 330,268.39
JOSH LEMAR TRUCKING	TRANSPORT AGREEMENT	\$ 47,111.74
JW CONSTRUCTION CO., INC.	SALE AGREEMENT FOR COAL DTD 05/2024	\$ 563,168.94
JW CONSTRUCTION INC	CONTRACTOR MINING AGREEMENT DTD 3/18/2024	\$ -
KENOVA PITTMAN	LEASE BACK/ REPURCHASE AGREEMENT FOR SURFACE MINING EQUIPMENT DTD 08/2023	\$ 435,458.40
KJ TRUCKING	TRANSPORT AGREEMENT	\$ 21,688.20
MARY LEA BYER	COAL LEASE AGREEMENT DTD 11/20/2020	\$ -
NORFOLK SOUTHERN RAILWAY COMPANY	LEASE AGREEMENT FOR USE OF RAILWAY DTD 12/13/2021	\$ 795,904.26
PANORAMA EQUIPMENT LEASING 1 LLC	SHAREHOLDER PROMISSORY NOTE DTD 07/01/2023	\$ -
PANORAMA EQUIPMENT LEASING I LLC	LEASE BACK/ REPURCHASE AGREEMENT FOR UNDERGROUND MINING EQUIPMENT DTD 12/26/2022	\$ -

Counterparty	Contract Description	Cure Amount
PENN VIRGINIA OPERATING CO LLC	COAL LEASE AGREEMENT DTD 12/2/2021	\$ -
ROWAN PARCHI	SHAREHOLDER PROMISSORY NOTE DTD 07/01/2023	\$ -
STIFEL NICOLAUS & COMPANY INC	ENGAGEMENT AGREEMENT DTD 9/5/2024	\$ 18,245.89
THOMAS TRIVETT	COAL LEASE AGREEMENT DTD 11/20/2020	\$ -
TRIVETT HOLDINGS LLC	COAL LEASE AGREEMENT DTD 11/20/2020	\$ -
TYCORE INTERNATIONAL	MARKETING EMPLOYMENT AGREEMENT	\$ 595,464.45
WILLIAM A RUSSIN	COAL LEASE AGREEMENT DTD 11/20/2020	\$ -