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SUR  
**Michael G. Adams**  
**Kentucky Secretary of State**  
Received and Filed:  
6/16/2023 1:29 PM  
Fee Receipt: \$50.00

**ARTICLES OF MERGER**  
**OF**

**PILGRIM MINING COMPANY, INC.**, a Kentucky corporation, and  
**TENNESSEE CONSOLIDATED COAL COMPANY**,  
a Tennessee corporation,

**With and Into**

**MARTIN COUNTY COAL, LLC**,  
a Kentucky limited liability company

**Dated: June 15, 2023**  
**Effective: June 30, 2023**

Pursuant to the provisions of Kentucky Revised Statutes § 271B.11-050 and § 275.360, the undersigned entities executed the following Articles of Merger:

**FIRST:** The name of the surviving limited liability company is Martin County Coal, LLC, a Kentucky limited liability company (“**MCC**”), and the names of the corporations being merged into this surviving limited liability company are Pilgrim Mining Company, Inc., a Kentucky corporation (“**PMC**”) and Tennessee Consolidated Coal Company, a Tennessee corporation (“**TCCC**”, together with PMC, the “**MCC Subs**”).

**SECOND:** As set forth above, the surviving limited liability company is MCC, a Kentucky limited liability company, and the Articles of Organization and Operating Agreement of MCC, as in effect at the Effective Time (as defined below), shall continue in full force and effect as the Articles of Organization and Operating Agreement of the Surviving Company.

**THIRD:** MCC is the sole shareholder of each of the MCC Subs. The Agreement and Plan of Merger (the “**Plan of Merger**”), attached hereto as **Exhibit A**, was

approved, adopted, certified, executed, and acknowledged by the MCC Subs and MCC as of the date contained in the Plan of Merger.

**FOURTH:** The physical address of MCC is 300 Running Right Way, Julian, West Virginia 25529, and the mailing address is P.O. Box 261, Julian, West Virginia 25529.

**FIFTH:** The merger shall be effective at 12:00 a.m. June 30, 2023 (the **“Effective Time”**).


**SIXTH:** The executed Plan of Merger is on file at 340 Martin Luther King Jr., Blvd., Bristol, Tennessee 37620.

**SEVENTH:** A copy of the Plan of Merger will be furnished by MCC on request and without cost to any shareholder of the MCC Subs or to any member of MCC.

[Remainder of page left intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, the surviving business entity, MCC, and the merging business entities, the MCC Subs, have caused these Articles of Merger to be signed by an authorized person of each such business entity as of the date first set forth above.

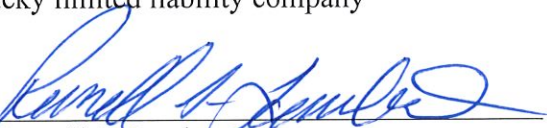
**PILGRIM MINING COMPANY, INC.,**  
a Kentucky corporation

By:   
Name: Russell S. Lambert  
Title: President

**TENNESSEE CONSOLIDATED  
COAL COMPANY,**  
a Tennessee corporation

By: \_\_\_\_\_  
Name: Roger L. Nicholson  
Title: President and Secretary

**MARTIN COUNTY COAL, LLC,**  
a Kentucky limited liability company

By:   
Name: Russell S. Lambert  
Title: President

**IN WITNESS WHEREOF**, the surviving business entity, MCC, and the merging business entities, the MCC Subs, have caused these Articles of Merger to be signed by an authorized person of each such business entity as of the date first set forth above.

**PILGRIM MINING COMPANY, INC.,**  
a Kentucky corporation

By: \_\_\_\_\_  
Name: Russell S. Lambert  
Title: President

**TENNESSEE CONSOLIDATED  
COAL COMPANY,**  
a Tennessee corporation

By: Roger L. Nicholson  
Name: Roger L. Nicholson  
Title: President and Secretary

**MARTIN COUNTY COAL, LLC,**  
a Kentucky limited liability company

By: \_\_\_\_\_  
Name: Russell S. Lambert  
Title: President

**EXHIBIT A**  
**AGREEMENT AND PLAN OF MERGER**

(attached)

# AGREEMENT AND PLAN OF MERGER

## Merging

PILGRIM MINING COMPANY, INC., a Kentucky corporation, and  
TENNESSEE CONSOLIDATED COAL COMPANY,  
a Tennessee corporation,

## WITH AND INTO

MARTIN COUNTY COAL, LLC,  
a Kentucky limited liability company

This **AGREEMENT AND PLAN OF MERGER** (the “**Plan**”) dated this 15<sup>th</sup> day of June, 2023, and effective as of the 30<sup>th</sup> day of June, 2023, pursuant to and in accordance with the provisions of the Tennessee Business Corporation Act, the Kentucky Business Corporation Act, and the Kentucky Limited Liability Company Act (collectively, the “**Act**”), of Pilgrim Mining Company, Inc., a Kentucky corporation (“**PMC**”) and Tennessee Consolidated Coal Company, a Tennessee corporation (“**TCCC**”, together with PMC, the “**Merging Companies**”), with and into Martin County Coal, LLC, a Kentucky limited liability company (“**MCC**” or the “**Surviving Company**,” and with the Merging Companies and Surviving Company being sometimes hereinafter collectively referred to as the “**Constituent Entities**” and individually a “**Constituent Entity**”), provides:

1. **Merging Entities.** The Merging Companies, being PMC and TCCC, shall be merged with and into MCC, the Surviving Company, as of the Effective Time (as defined below) of the merger.
2. **Surviving Entity.** MCC, a Kentucky limited liability company, shall continue in existence after the merger as the surviving company and shall be governed by the Kentucky Limited Liability Company Act. The separate legal existence of the Merging Companies shall cease. The physical address of MCC is 300 Running Right Way, Julian, West Virginia 25529, and the mailing address is P.O. Box 261, Julian, West Virginia 25529.
3. **Effective Time and Date.** The merger shall become effective as of 12:00 a.m. June 30, 2023 (the “**Effective Time**”), to the fullest extent allowed by law.
4. **Terms and Conditions; Effect of Merger.** The merger shall be on the terms and conditions set forth in this Plan. The merger shall have the effects set forth in the Act and this Plan.
5. **Membership Interests and Shares of Stock of Constituent Entities.**
  - a. **Surviving Company.** Each membership interest and/or membership unit and any rights to acquire membership interests and/or membership units of the Surviving Company which shall be issued and outstanding at the Effective Time shall remain issued and outstanding.

b. **Merging Companies.** Each share of stock and any rights to acquire any shares of stock of the Merging Companies which shall be issued and outstanding at the Effective Time shall be cancelled.

6. **Articles of Organization and Operating Agreement of Surviving Company Continue in Effect.** The Articles of Organization and Operating Agreement of the Surviving Company, as in effect at the Effective Time, shall continue in full force and effect as the Articles of Organization and Operating Agreement of the Surviving Company.

7. **Manager of the Surviving Company.** The manager of the Surviving Company immediately prior to the Effective Time shall be the manager of the Surviving Company after the merger and shall hold office until his or her respective successor is duly elected and qualified, or his or her earlier death, resignation, or removal.

8. **Officers of the Surviving Company.** The officers of the Surviving Company immediately prior to the Effective Time shall be the officers of the Surviving Company after the merger and shall hold office until their respective successors are duly elected and qualified, or their earlier death, resignation, or removal.

9. **Succession of Rights and Property.** At the Effective Time, the merger shall take effect, and the Surviving Company shall succeed to the rights, assets, and liabilities of each of the Merging Companies in accordance with the provisions of the Act. Without limiting the generality of the foregoing, upon the merger becoming effective, all of the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, contracts, and other assets of every kind and description of each of the Merging Companies shall be transferred to, vested in, and devolve upon the Surviving Company without further act or deed, and all assets, property, rights, and every other interest of the Surviving Company and each of the Merging Companies shall be as effectively the property of the Surviving Company as they were of the Surviving Company and each of the Merging Companies.

10. **Articles of Merger.** Upon the due approval and adoption of this Plan by members, directors, and shareholders of the Constituent Entities, as required by the Act, each of the Constituent Entities hereby authorizes the filing of the Articles of Merger with the Office of the Secretary of State of Kentucky and Office of the Secretary of State of Tennessee in accordance with applicable law.

11. **Actions Effecting Merger.** Upon the due approval and adoption of this Plan by the members, directors, and shareholders of each Constituent Entity, the officers of each Constituent Entity are hereby authorized and directed to take all actions necessary and desirable to effect the merger.

12. **Amendment to Plan.** Pursuant to Kentucky Revised Statutes and Kentucky Revised Statutes § 271B.11-010 and § 275.355 and Tennessee Code § 48-21-102, this Plan may be amended prior to the Effective Time of the Articles of Merger, as the states of Kentucky or Tennessee may require, upon the unanimous approval of the members, directors, and shareholders of each of the Constituent Entities.


**13. Supplemental Action.** The Constituent Entities shall take such supplemental and further action as may be desired or required to effect the merger. If at any time after the Effective Time the Surviving Company shall determine that any further conveyances, deeds, agreements, documents, instruments, and assurances, or any further actions, are necessary or desirable to vest, perfect, confirm, or record in the Surviving Company the title to any assets, property, rights, privileges, powers, and franchises of each of the Merging Companies, or to otherwise carry out the provisions of this Plan, including but not limited to the payment of any sums, the officers of each of the Merging Companies shall execute or cause to be executed, and shall deliver, upon the request of the Surviving Company, any and all proper conveyances, deeds, agreements, documents, instruments, and assurances, and perform all necessary or proper acts, to vest, perfect, confirm, or record such title thereto in the Surviving Company or otherwise to carry out the provisions of this Plan.

[Remainder of page intentionally left blank. Signature page follows.]



IN WITNESS WHEREOF, each of the parties has caused this Agreement and Plan of Merger to be duly executed as of the date first set forth above.

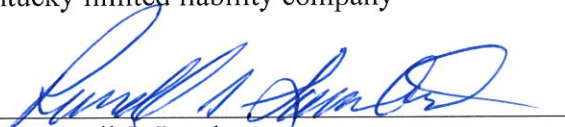
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