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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 10-Q**

**ESu 00 !**

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934

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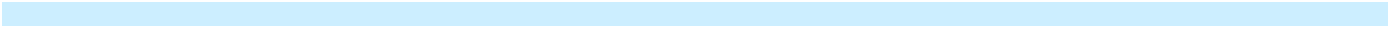
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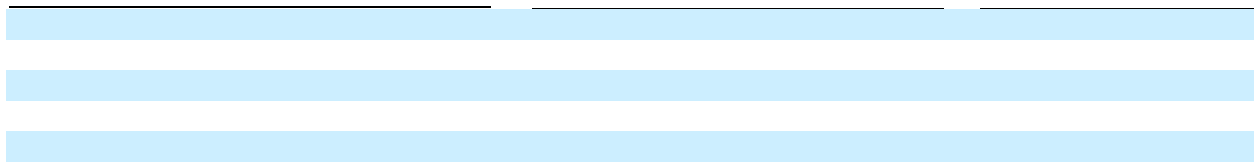
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Additionally, the terms of one of our North American pellet supply agreements require bi-monthly installments equaling 1/24th of the estimated total purchase value of the calendar-year nomination. Revenue from this supply agreement is recognized when title has transferred upon shipment of pellets. Installment amounts received in excess of shipments at June 30, 2007 totaled \$36.6 million, which was recorded as





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On July 26









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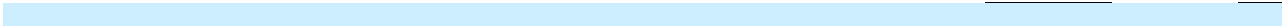
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On January 1, 2007, we adopted the provisions of FIN 48. FIN 48 prescribes how









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Project is currently under construction and is expected to produceW

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dependent upon PinnOak's performance in 2008 and 2009. The earn-out, if any, would be payable in 2010 and treated as additional purchase price and if d

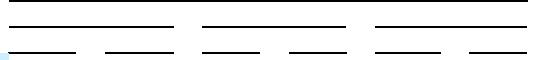
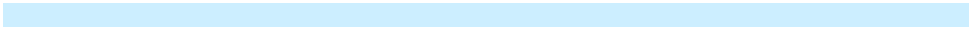






















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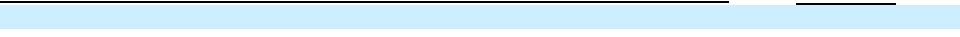
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Exhibit Index  
Exhibit

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Exhibit  
Number

2(a)















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ASTERISKS DENOTE SUCH OMISSIONS.**



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mutually acceptable expert in public accounting, in each case, upon which PinnOak and Purchaser shall have agreed.

“Intellectual Property” pr































effect of a



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4063(a) of ERISA (the "Multiemployer Pension Plans"). No surety bonds or escrow accounts were required to be posted by PinnOak, its Subsidiaries and ERISA Affiliates to meet the requirements of Section 4204(a)(1)(B) of ERISA or under the terms of any multiemployer pension plan in connection with any complete or partial withdrawal (as described in Sections 4204 and 4205 of ERISA) rel hwithnnectesw; Sectm







bound by any Tax allocation or Tax sharing agreement with any other Person nor does it have any contractual obligation to indemnify any other Person with respect to Taxes. Neither the Units nor PinnOak's assets are subject to any Liens due to Taxes (other than Taxes not yet due and payable). No written claim has been received by, or communicated in writing to, PinnOak from a Taxing authority in a jurisdiction where PinnOak or any Subsidiary does not file Tax Returns contending that PinnOak or any such Subsidiary is or may be subject to Tax in such jurisdiction.

Section 4.17 Transactions with Affiliates. Except as set forth in Section 4.17 of the Disclosure Schedule, no Selling Unit Holder nor any Affiliate of any Selling Unit Holder nor any officer, director or employee of a Selling Unit Holder, any Affiliate of a Selling Unit Holder, PinnOak or any Subsidiary (an "Interested Party") is a party to any Contract or transaction with PinnOak or any Subsidiaries (except for employment arrangements of PinnOak or any Subsidiary for compensation or employee benefits for services performed), or has any interest in any property or asset of PinnOak or a Subsidiary.

Section 4.18 Brokers. Except for UBS Securities LLC and Morgan Stanley & Co. Incorporated and except as set forth in Section 4.18 to the Disclosure Schedule, no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of PinnOak or any of its Subsidiaries or any Selling Unit Holder. PinnOak is solely responsible for the fees and expenses of UBS Securities LLC and Morgan Stanley & Co. Incorporated and all such fees will be included by PinnOak as Transaction Expenses.

Section 4.19 Insurance. Section 4.19 of the Disclosure Schedule contains a true and complete list of all insurance policies carried by, or covering PinnOak and its Subsidiaries with respect to their businesses, assets and properties, together with, in respect of each such policy, the name of the insurer, the policy number, the type of policy, the amount of coverage and the deductible. True and complete copies of each such policy have previously been provided to Purchaser. All such policies are in full force and effect (except for policies which by their terms are expired and will be replaced in the ordinary course of business), and no notice of cancellation has been received by PinnOak with respect to any such policy.

Section 4.20 Inventories. Except as set forth in Section 4.20 to the Disclosure Schedule, all of the coal inventories of PinnOak and the Subsidiaries whether ~~located in the Bank of America or otherwise, in any material respects, of a good quality and quantity usable and salable in the ordinary and usual course of business.~~

Section 4.21 EXCLUSIVITY OF REPRESENTATION

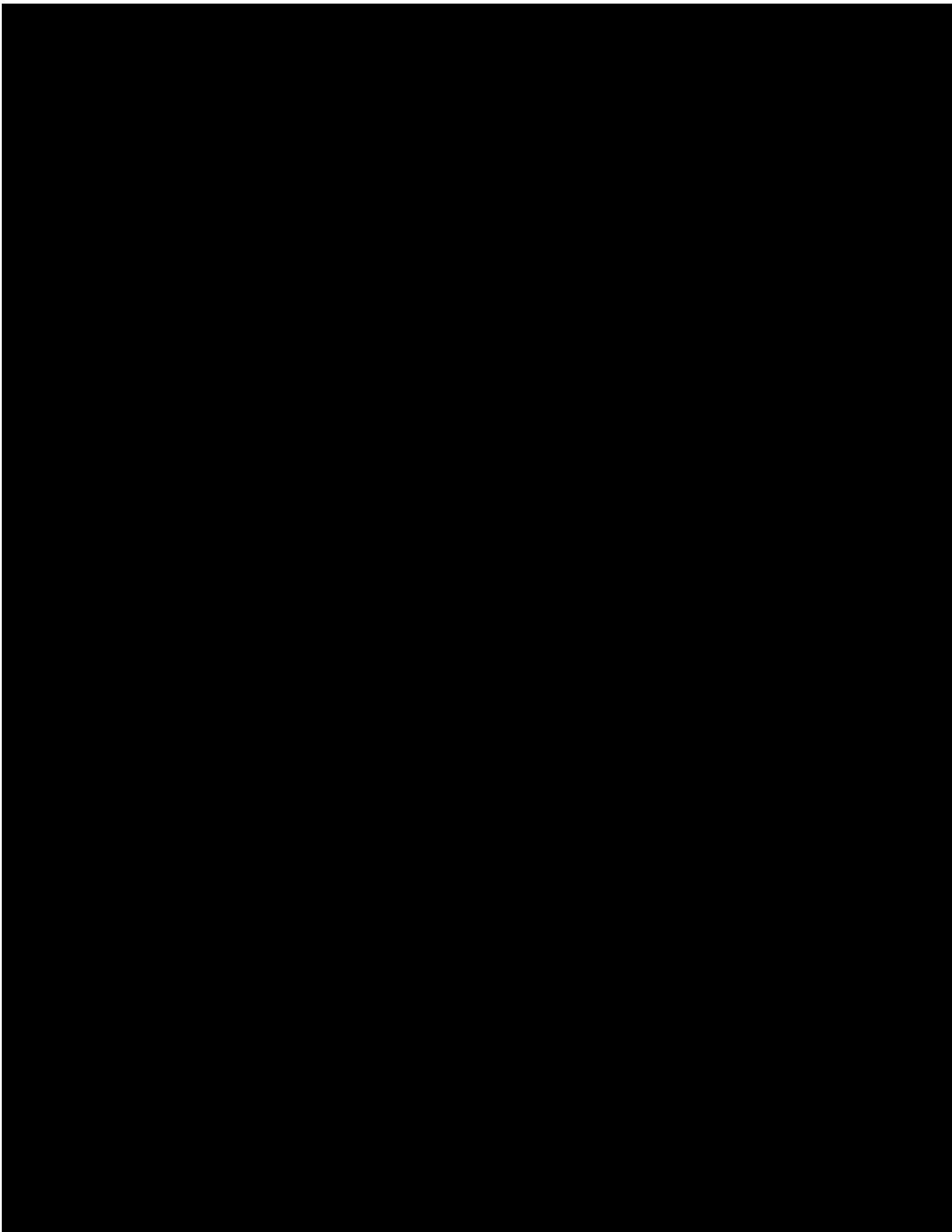








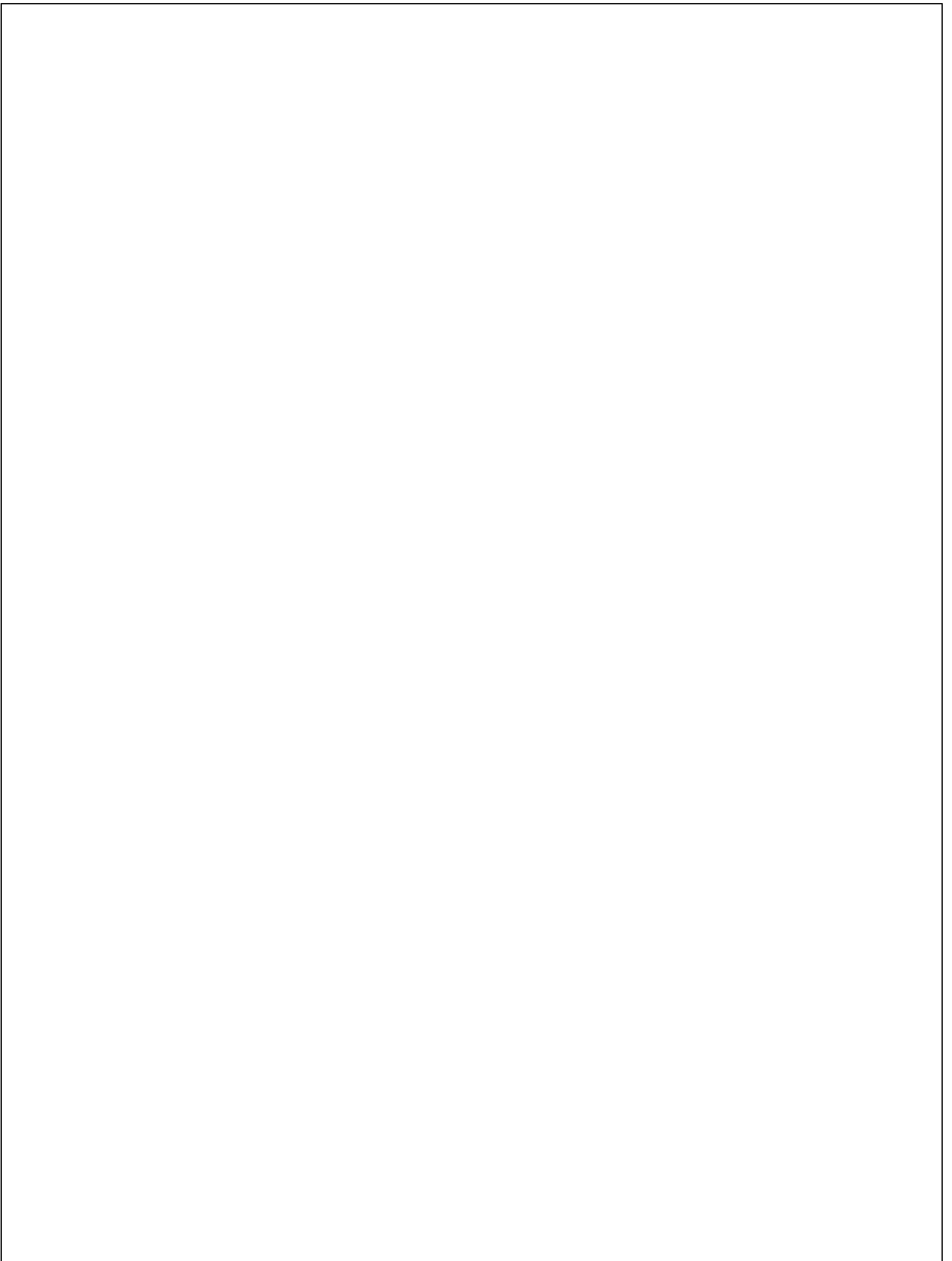


















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Section 7.4 Pre-Closing Certif ar

















withheld shall accrue interest pursuant to and in acc “ ”







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covenants or agreements contained herein, or (ii) breaches their representations or warranties in any material respect and d " " e

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Section 2.1	aTD	



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CREDIT AGREEMENT

This Credit Agreement is made this 28th day of August, 2018, between the undersigned Lender and the undersigned Borrower.



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To

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which shall have been or must be, in accordance with GAAP, recorded as Capital Leases in respect of which such Person is liable as lessee,  
(f) any

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*“Joint Venture”* means any corporation, partnership, limited liability company or other entity or organization that has Voting Stock directly or indirectly owned by the Borrower; *provided* however that th h ,8 ,



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loss) of any Person accr

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*“Permitted Acquisition”* means any Acquisition with respect to which the following condition is satisfied: after giving effect to the Acquisition, no Default





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(e) Investments disclo



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(g) Liens of or resulting from any judgment or award, the time for the appeal or petition for rehearing of which shall not have expired, or in respect of which such Person shall at any time in good faith be prosecuted in good















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sum of 2.0% *plus* the Applicable Margin for B` h

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part of such Borrowing into Euroce









~~Section 2.9 Commitment Terminations. The Borrower shall have the right at any time and from time to time, upon 3 Business Days~~



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amount



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an earlier date, in which eh ea

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(c) in the case of any request for an ex

a)



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SECTION 5. REPRESENTATIONS AND WARRANTIES.

The Borrower repr











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cash flows for the fiscal year then ended, and accompanying notes thereto, each in reasonable detail showing in comparative form the figures for the p







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(c) (i) purchase money Indebtedness of the Borrower and its Subsidiaries, including any such Indebtedness assumed in connection with a Permitted Acquisition, (ii) Capitalized Lease Obligations of the Borrower and its Subsidiaries, including any such obligations g ng aÂ g





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(f) Liens solely on any cash earnest money deposits in connec







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with Sonoma and any other assets necessary or incidental thereto, and the Borrower shall not











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participation in any thereof, any Reimbursement Obligations owed to it or its obligation to make Eurocurrency Loans, issue 'on to ma

















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signature pages hereof and a confirmation of such telecopy has been received by the sender, (ii) if given by mail, 5 days after such communication is deposited in the mail, certified or registered with return receipt requested, addressed as aforesaid or (iii) if given by any other r a





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Administrative Agent or the L/C Issuer are affected thereby, the Administrative Agent a,





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to such Person under Section 10.7 hereof, such Person agrees to remit such excess to the Borrower.

*Section*





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By: /s/Thomas J. Purcell

Name: Thomas J. Purcell

Title: Senior Vice President

Address:

127 Public Square

Cleveland, Ohio

44114

Telecopy: 216-689-4649

Telephone: 216-689-3589









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1.6 “Relative Total Shareholder Return” shall mean for







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**ARTICLE 3.**

**Grant and Terms of Retention Units**

**3.1 Grant of Retention Units.** Pursuant to the Plan, the Company hereby grants to the Participant the number of Retention Units as specified in the Fifth WHEREAS clause of this Agreement, without dividend equivalents, effective as of the Date of Grant.

**3 . 2 Condition of Payment.** The Retention Units covered by this Agreement shall only re(of Reten P

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(c) Prior to payment, the Company shall only have an unfunded and unsecured obligation to make payment of Retention Units to the Participant. The Retention Units covered by this Agreement are not transferable other than by completion of reassignment or death.

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(c) Failure of the Participant to repay to the Company the amount to be reimbursed in subsection (b) above within three days of termination of employment will result in the offset of said amount from the Participant's account balance in the Company's Voluntary Non-Qualified Deferred Compensation Plan.











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**Exhibit A**

PEER GROUP





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**Exhibit D**

RETURN ON NET ASSETS  
(2007-2009)

Return on Net As







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Exhibit 32(b)

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3 L