

ALPHA NATURAL RESOURCES HOLDINGS, INC.
636 Shelby Street, 3rd Floor
Bristol, TN 37620

October 15, 2018

Dr. 2

U.S. Nuclear Regulatory Commission, Region I
2100 Renaissance Blvd., Suite 100
King of Prussia, PA 19406-2713

RE: Request for Written Consent to Transfer of Control of License, Material
License No. 47-23091-02/*03037140*

To whom it may concern:

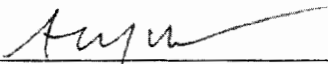
In accordance with 10 C.F.R. §§ 30.34 and 70.36, Alpha Natural Resources Holdings, Inc. ("Holdings"), and its indirect, wholly-owned subsidiary, Spartan Mining Company, LLC dba Mammoth Coal Company (formerly known as Spartan Mining Company dba Mammoth Coal Company)¹ ("Spartan"), and Contura Energy, Inc. ("Contura") hereby jointly request the consent of the Nuclear Regulatory Commission ("NRC") to the change of control of Material License No. 47-23091-02 from Holdings to Contura in conjunction with Agreement and Plan of Merger dated April 29, 2018, and Amended and Restated Merger Agreement dated September 27, 2018. The anticipated closing date is early to mid-November 2018.

Enclosed with this letter is the Information Needed for Transfer of Control Application. Except for the change in name of the ultimate parent of the licensee from Holdings to Contura, as further described in the application, there will be no changes to the licensee, personnel, use or location of the devices. Contura will abide by all constraints, conditions, requirements, representations and commitments of the current owner.


If you have any questions or concerns, please contact our counsel, Christina T. Brumley, at (304) 340-1177, or Holding's representative, Eric Silkwood, at (304) 369-8687.

¹ On or about September 6, 2018, the licensee submitted Form 313 to amend the license to change the legal entity title of the licensee from Spartan Mining Company to Spartan Mining Company, LLC. The company changed its name when it converted from a corporation to a limited liability company. Spartan was notified of the NRC's receipt of the Form 313. Leo Wardrobe has been assigned for the name change under mail control number 609915.


ALPHA NATURAL RESOURCES
HOLDINGS, INC.


By: ~~OFF~~ Andrew B. McCallister
Its: SVP, Secretary & General Counsel

SPARTAN MINING COMPANY
DBA MAMMOTH COAL COMPANY
(n/k/a SPARTAN MINING COMPANY, LLC
DBA MAMMOTH COAL COMPANY)


By: Andrew B. McCallister
Its: VP + Secretary

CONTURA ENERGY, INC.


By: Suzanne E. Moore
Its: SVP - Administration + CHRO

**Spartan Mining Company dba Mammoth Coal Company
(now known as Spartan Mining Company, LLC
dba Mammoth Coal Company),
License No. 47-23091-02
Information Needed For Transfer of Control Application
To Transfer License to Contura Energy, Inc.**

Include a contact name and either U.S. Nuclear Regulatory Commission (NRC) regional office or Headquarters telephone numbers for follow-up information, as required.

**NRC Region: Region I
Telephone: (304) 340-1177**

**Contact: Christina T. Brumley, Esq.
Fax: (304) 340-1080**

Definitions:

Control: Control of a license is in the hands of the person or persons who are empowered to decide when and how that license will be used. That control is to be found in the person or persons who, because of ownership or authority explicitly delegated by the owners, possess the power to determine corporate policy and, thus, the direction of the activities under the license.

Transferee: A transferee is an entity that proposes to purchase or otherwise gain control of an NRC-licensed operation.

Transferor: A transferor is an NRC licensee selling or otherwise giving up control of a licensed operation.

Information Needed for Transfer of Control

Licensees must provide full information and obtain NRC's *prior written consent* before transferring control of the license. Provide the following information concerning changes of control by the applicant (transferor and/or transferee, as appropriate). If any items are not applicable, so state.

1. Describe any planned changes in the organization, including but not limited to, transfer of stocks or assets and mergers, change in members on Board of Directors, etc. Provide the new licensee name, mailing address, and contact information, including phone numbers. Clearly identify when the amendment request is due to a name change only.

Contura Energy, Inc. and Alpha Natural Resources Holdings, Inc. entered into an Agreement and Plan of Merger dated April 29, 2018, and Amended and Restated Merger Agreement dated September 27, 2018 (collectively, the "Merger Agreement"), whereby the parties have agreed that Contura will become the ultimate parent company of Holdings and its indirect, wholly-owned subsidiaries, including Spartan Mining Company dba Mammoth Coal Company (now known as Spartan Mining Company, LLC dba Mammoth Coal Company). The anticipated closing date is early to mid-November 2018. Under the terms of the Merger Agreement, Holdings shall obtain approval by the NRC for the change of control of ownership in the licensed nuclear material to Contura Energy, Inc.

The name of the transferee is: Contura Energy, Inc., as the parent of Holdings and the indirect parent of Spartan Mining Company dba Mammoth Coal Company (now known as Spartan Mining Company, LLC dba Mammoth Coal Company). The licensee will remain Spartan Mining Company dba Mammoth Coal Company (now known as Spartan Mining Company, LLC dba Mammoth Coal Company).

The mailing address and contact information for the transferee will remain the same and is:

William G. Newsome
P.O. Box 150
Cannelton, West Virginia 25036
Office: 304-369-8500
Mobile: 606-831-1598
wnesome@alphanr.com

See attached pre- and post-transaction organizational charts showing the corporate structure of the license holder and its parent companies. Attached are the Articles of Incorporation of Contura Energy, Inc. issued by the State of Delaware, evidencing the legal organization of the company.

2. Describe any changes in personnel or duties that relate to the licensed program. Include training and experience for new personnel and any changes in the training program.

No changes to personnel. The Radiation Safety Officer for the activities authorized by this license will remain the same—William G. Newsome. Mr. Newsome's Certificate is attached.

3. Describe any changes in the location, facilities, equipment, radiation safety program, use, possession, waste management, or other procedures that relate to the licensed program.

There will be no changes in location, facilities, equipment or procedures that relate to the licensed program. There will be no changes in the name of the licensee. The only change is the name of the ultimate, indirect parent entity of the licensee to Contura Energy, Inc.

4. Describe the status of the licensee's facilities, equipment, and radiation safety program, including any known contamination and whether decontamination will occur prior to transfer. Include the status of calibrations, leak tests, area surveys, wipe tests, training, quality control, and related records.

All required surveillance has been performed, documented and reviewed. See attached Leak Tests.

5. If current decommissioning funding plans (DFP) will be changed as a result of the transfer, the revised DFP should be submitted. If other financial assurance documents will be changed as a result of the transfer, confirm that all financial assurance instruments associated with the license will be held in the transferee's name before the license is transferred, and as required by 10 CFR 30.35(f), the licensee must, within 30 days, submit financial instruments reflecting such changes.

Not applicable.

6. Confirm that all records concerning the safe and effective decommissioning of the facility will be transferred to the transferee or to NRC, as appropriate. These records include documentation of surveys of ambient radiation levels and fixed and/or removable contamination, including methods and sensitivity.

Not applicable.

7. Confirm that both transferor and transferee agree to transferring control of the licensed material and activity, and the conditions of transfer, and that the transferee has been made aware of any open inspection items and its responsibility for possible resulting enforcement actions.

Alpha Natural Resources Holdings, Inc., its indirect, wholly-owned subsidiary, Spartan Mining Company dba Mammoth Coal Company (now known as Spartan Mining Company, LLC dba Mammoth Coal Company), and Contura Energy, Inc. agree to transferring control of the licensed material and activity, and the conditions of transfer. Contura Energy, Inc. has been made aware of any open inspection items and its responsibility for possible resulting enforcement actions.

8. Confirm that the transferee will abide by all constraints, conditions, requirements, representations, and commitments of the transferor or that the transferee will submit a complete description of the proposed licensed program.

Contura Energy, Inc. will abide by all constraints, conditions, requirements, representations and commitments of Alpha Natural Resources Holdings, Inc., and its indirect, wholly-owned subsidiary, Spartan Mining Company dba Mammoth Coal Company (now known as Spartan Mining Company, LLC dba Mammoth Coal Company).

9. The transferee, in the case of fuel cycle facilities, shall provide documentation showing that it is financially qualified to conduct normal operations. The information can be in the form of income statements and balance sheet forecasts.

Not applicable.

Pre-Transaction Organizational Chart

Alpha Natural Resources Holdings, Inc.

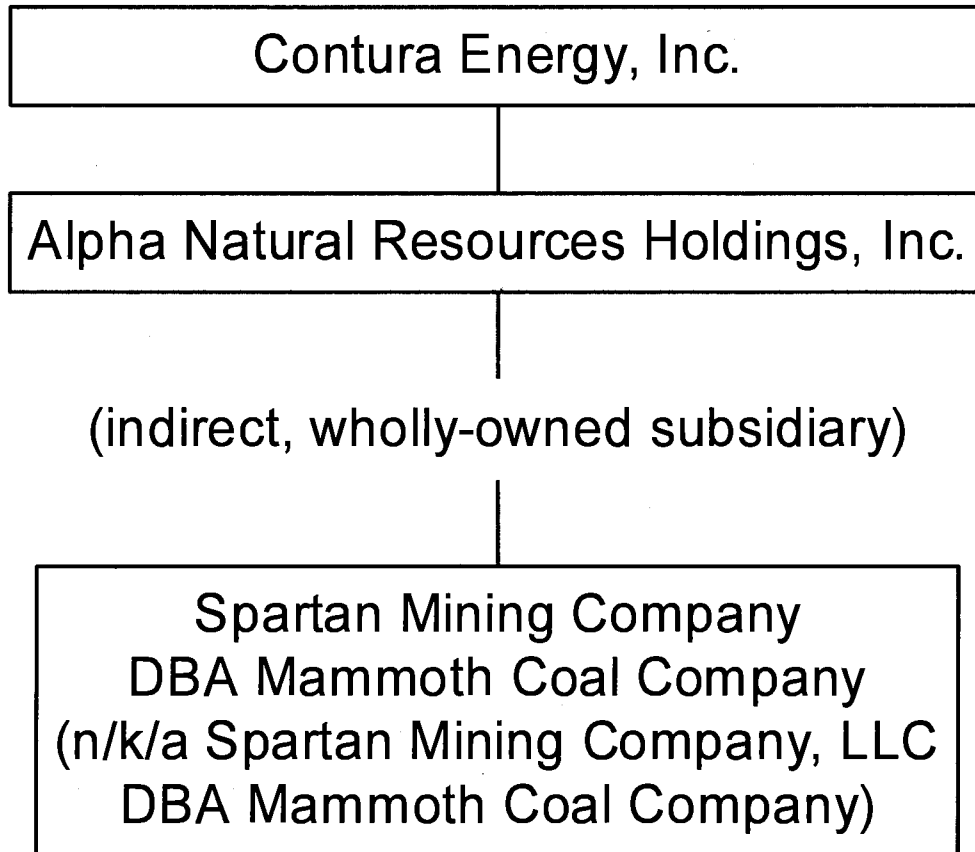


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graph TD; A[Alpha Natural Resources Holdings, Inc.] --- B["Spartan Mining Company  
DBA Mammoth Coal Company  
(n/k/a Spartan Mining Company, LLC  
DBA Mammoth Coal Company)"]
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(indirect, wholly-owned subsidiary)

Spartan Mining Company
DBA Mammoth Coal Company
(n/k/a Spartan Mining Company, LLC
DBA Mammoth Coal Company)

Post-Transaction Organizational Chart



Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE RESTATED CERTIFICATE OF "CONTURA ENERGY, INC.",
FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF JULY, A.D.
2016, AT 1:52 O`CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.



A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

6065266 8100
SR# 20165076447

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202721361
Date: 07-26-16

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:52 PM 07/26/2016
FILED 01:52 PM 07/26/2016
SR 20165076447 - File Number 6065266

**AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION**

OF

CONTURA ENERGY, INC.

Pursuant to the provisions of Sections 242 and 245 of the General Corporation Law of the State of Delaware ("**Delaware Law**"), Contura Energy, Inc., a corporation organized under the laws of the State of Delaware, does hereby certify that:

FIRST: The present name of the corporation is Contura Energy, Inc. (the "**Corporation**"). The Corporation was incorporated on June 10, 2016 under the name Contura Energy, Inc., pursuant to Delaware Law.

SECOND: The Certificate of Incorporation of the Corporation is hereby amended and restated in its entirety as hereinafter provided for (the "**Amended and Restated Certificate of Incorporation**"). The Amended and Restated Certificate of Incorporation herein certified has been duly adopted by the Corporation's Board of Directors and stockholders in accordance with the provisions of Sections 228, 242 and 245 of Delaware Law. The Amended and Restated Certificate of Incorporation shall become effective upon filing with the Secretary of State of the State of Delaware.

THIRD: The Amended and Restated Certificate of Incorporation of the Corporation shall, at the effective time, read as follows:

**ARTICLE 1.
NAME**

The name of the corporation is Contura Energy, Inc. (the "**Corporation**").

**ARTICLE 2.
REGISTERED OFFICE AND AGENT**

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

**ARTICLE 3.
PURPOSE AND POWERS**

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended ("Delaware Law").

ARTICLE 4 CAPITAL STOCK

(A) Authorized Shares

1. **Classes of Stock.** The total number of shares of stock that the Corporation shall have authority to issue is 22,000,000, consisting of 20,000,000 shares of Common Stock, par value \$0.01 per share (the "Common Stock"), and 2,000,000 shares of Preferred Stock, par value \$0.01 per share (the "Preferred Stock").

2. **Preferred Stock.** The Board of Directors is hereby empowered, without any action or vote by the Corporation's stockholders (except as may otherwise be provided by the terms of any class or series of Preferred Stock then outstanding), to authorize by resolution or resolutions from time to time the issuance of one or more classes or series of Preferred Stock and to fix the designations, powers, preferences and relative, participating, optional or other rights, if any, and the qualifications, limitations or restrictions thereof, if any, with respect to each such class or series of Preferred Stock and the number of shares constituting each such class or series, and to increase or decrease the number of shares of any such class or series to the extent permitted by Delaware Law.

(B) Voting Rights

Each holder of Common Stock, as such, shall be entitled to one vote for each share of Common Stock held of record by such holder on all matters on which stockholders generally are entitled to vote; *provided, however*, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Amended and Restated Certificate of Incorporation (including any certificate of designations relating to any class or series of Preferred Stock) that relates solely to the terms of one or more outstanding classes or series of Preferred Stock if the holders of such affected class or series are entitled, either separately or together with the holders of one or more other such classes or series, to vote thereon pursuant to this Amended and Restated Certificate of Incorporation (including any certificate of designations relating to any class or series of Preferred Stock) or pursuant to Delaware Law.

ARTICLE 5. BYLAWS

The Board of Directors shall have the power to adopt, amend or repeal the bylaws of the Corporation (the "Bylaws").

The stockholders may adopt, amend or repeal the Bylaws only with the affirmative vote of the holders of not less than 50% of the voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class.

ARTICLE 6. BOARD OF DIRECTORS

(A) Power of the Board of Directors. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors.

(B) Number of Directors. The number of directors which shall constitute the Board of Directors shall, as of the date this Amended and Restated Certificate of Incorporation becomes effective, be five and, thereafter, shall be fixed exclusively by one or more resolutions adopted from time to time solely by the affirmative vote of a majority of the Board of Directors.

(C) Election of Directors.

(1) Each director shall serve for a term ending on the date of the annual meeting of stockholders next following the annual meeting at which such director was elected. Notwithstanding the foregoing, each director shall hold office until such director's successor shall have been duly elected and qualified or until such director's earlier death, resignation or removal. In no event will a decrease in the number of directors shorten the term of any incumbent director.

(2) There shall be no cumulative voting in the election of directors. Election of directors need not be by written ballot unless the Bylaws so provide.

(D) Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of directors elected by all the stockholders having the right to vote as a single class may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. Whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by this Amended and Restated Certificate of Incorporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected. Each director so chosen shall hold office until his or her successor is elected and qualified, or until his or her earlier death, resignation or removal. If there are no directors in office, then an election of directors may be held in accordance with Delaware Law. When one or more directors shall resign from

the Board, effective at a future date, a majority of the directors then in office shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective, and each director so chosen shall hold office as provided in the filling of other vacancies.

Notwithstanding the foregoing, vacancies on the Board of Directors resulting from removal of any director by the stockholders may be filled by the affirmative vote of the holders of a majority of the outstanding capital stock of the Corporation then entitled to vote at any election of directors, acting at the same special meeting at which such director is removed (or, in the event the removal occurs by written consent, acting by written consent at the same time such director is removed).

(E) **Preferred Stock Directors.** Notwithstanding anything else contained herein, whenever the holders of one or more classes or series of Preferred Stock shall have the right, voting separately as a class or series, to elect directors, the election, term of office, filling of vacancies, removal and other features of such directorships shall be governed by the terms of such class or series of Preferred Stock adopted by resolution or resolutions adopted by the Board of Directors pursuant to Article 4(A) hereto, and such directors so elected shall not be subject to the provisions of this Article 6 unless otherwise provided therein.

(F) **Chairman of the Board of Directors.** The Board of Directors shall elect one of its members as chairman (the "**Chairman of the Board**"). The Chairman of the Board shall be an Independent Director. An "**Independent Director**" shall be a director that the Board of Directors in good faith affirmatively determines has no material relationship that would interfere with the exercise of objective judgment in carrying out the responsibilities of a director. A director may not be deemed to be an Independent Director if the individual is currently or within the past five calendar years has been an officer or employee of the Corporation or an Affiliate of the corporation. "**Affiliate**" means, with respect to any person or entity, any other person or entity directly or indirectly controlling, controlled by, or under common control with such other person or entity. For purposes of this definition, "control" when used with respect to any person or entity means the power to direct the management and policies of such person or entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms "controlling" and "controlled" have correlative meanings.

ARTICLE 7. MEETINGS OF STOCKHOLDERS

(A) **Annual Meetings.** Unless directors are elected by written consent in lieu of an annual meeting as permitted by Delaware Law, an annual meeting of stockholders, commencing with the year 2017, shall be held for the election of directors and to transact such other business as may properly be brought before the meeting. Stockholders may act by written consent to elect directors; *provided,*

however, that if such consent is less than unanimous, such action by written consent may be in lieu of holding an annual meeting only if all of the directorships to which directors could be elected at an annual meeting held at the effective time of such action are vacant and are filled by such action.

(B) Special Meetings.

(1) Special meetings of stockholders may be called by the Board of Directors or the Chairman of the Board and shall be called by the Secretary at the request in writing of holders of record of 20% of the outstanding capital stock of the Corporation entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding capital stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of stockholders to take the action were delivered to the Corporation as provided in Article 7(B)(2).

(2) Every written consent shall bear the date of signature of each stockholder who signs the consent, and no written consent shall be effective to take the corporate action referred to therein unless, within 60 days of the earliest dated consent delivered in the manner required by this section and Delaware Law to the Corporation, written consents signed by a sufficient number of holders to take action are delivered to the Corporation by delivery to its registered office in Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

ARTICLE 8.
INDEMNIFICATION

(A) Right to Indemnification. A director of the Corporation shall not be liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director to the fullest extent permitted by Delaware Law.

(B) Right to Indemnification.

(1) Each person (and the heirs, executors or administrators of such person) who was or is a party or is threatened to be made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation, limited liability company, partnership, joint venture, trust or other enterprise (an “Indemnitee”), shall be indemnified and held harmless by the Corporation to the fullest extent permitted by Delaware Law. The right to indemnification conferred in this Article 8 shall also include the right to be paid by the Corporation the expenses incurred in connection with any such proceeding in advance of its final disposition to the fullest extent authorized by Delaware Law. The right to indemnification conferred in this Article 8 shall be a contract right.

(2) The Corporation may, by action of its Board of Directors, provide indemnification to such of the employees and agents of the Corporation to such extent and to such effect as the Board of Directors shall determine to be appropriate and authorized by Delaware Law.

(C) Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, limited liability company, partnership, joint venture, trust or other enterprise against any expense, liability or loss incurred by such person in any such capacity or arising out of such person’s status as such, whether or not the Corporation would have the power to indemnify such person against such liability under Delaware Law.

(D) Nonexclusivity of Rights. The rights and authority conferred in this Article 8 shall not be exclusive of any other right that any person may otherwise have or hereafter acquire.

(E) Preservation of Rights. Neither the amendment nor repeal of this Article 8, nor the adoption of any provision of this Amended and Restated Certificate of Incorporation or the Bylaws, nor, to the fullest extent permitted by Delaware Law, any modification of law, shall adversely affect any right or

protection of any person granted pursuant hereto existing at, or arising out of or related to any event, act or omission that occurred prior to, the time of such amendment, repeal, adoption or modification (regardless of when any proceeding (or part thereof) relating to such event, act or omission arises or is first threatened, commenced or completed).

(F) Jointly Indemnifiable Claims. Given that certain Jointly Indemnifiable Claims (as defined below) may arise due to the service of an Indemnitee as a director and/or officer of the Corporation at the request of an Indemnitee-Related Entity (as defined below), the Corporation shall be fully and primarily responsible for the payment to the Indemnitee in respect of indemnification or advancement of expenses in connection with any such Jointly Indemnifiable Claims, pursuant to and in accordance with the terms of this Article 8, irrespective of any right of recovery an Indemnitee may have from any Indemnitee-Related Entity. Under no circumstance shall the Corporation be entitled to any right of subrogation against or contribution by an Indemnitee-Related Entity and no right of advancement, indemnification or recovery an Indemnitee may have from any Indemnitee-Related Entity shall reduce or otherwise alter the rights of an Indemnitee or the obligations of the Corporation under this Article 8. In the event that an Indemnitee-Related Entity shall make any payment to the Indemnitee in respect of indemnification or advancement of expenses with respect to any Jointly Indemnifiable Claim, such Indemnitee-Related Entity making such payment shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee against the Corporation, and the Indemnitee shall execute all documents and instruments reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents and instruments as may be necessary to enable such Indemnitee-Related Entity effectively to bring suit to enforce such rights. Each of the Indemnitee-Related Entities shall be third-party beneficiaries with respect to this Article 8(e) and entitled to enforce this Article 8(e).

The term "**Indemnitee-Related Entity**" means any corporation, limited liability company, partnership, joint venture, trust or other enterprise (other than the Corporation or any other corporation, partnership, joint venture, trust or other enterprise for which the Indemnitee has agreed, on behalf of the Corporation or at the Corporation's request, to serve as a director, officer, employee or agent and which service is covered by the indemnity described herein) from whom an Indemnitee may be entitled to indemnification or advancement of expenses in respect of a matter with respect to which, in whole or in part, the Corporation may also have an indemnification or advancement obligation.

The term "**Jointly Indemnifiable Claims**" shall be broadly construed and shall include, without limitation, any action, suit or proceeding for which an Indemnitee shall be entitled to indemnification or advancement of expenses from both an Indemnitee-Related Entity and the Corporation pursuant to applicable law or any agreement, certificate of incorporation, bylaws, partnership agreement,

operating agreement, certificate of formation, certificate of limited partnership or comparable organizational documents of the Corporation or an Indemnitee-Related Entity, as applicable.

ARTICLE 9. CORPORATE OPPORTUNITIES

(A) General. To the fullest extent permitted by law and except as otherwise set forth in this Amended and Restated Certificate of Incorporation and except as expressly agreed to by a Dual Role Person (as defined below) in a separate instrument signed by a Dual Role Person with the Corporation or any predecessor thereto:

(1) To the extent provided in this Article 9, the Corporation renounces any interest or expectancy of the Corporation or any of its Affiliates (as defined below) in, or in being offered an opportunity to participate in, any Corporate Opportunity (as defined below) about which a Dual Role Person acquires knowledge. Subject to Article 9(A)(3), no Dual Role Person or any of their respective Representatives (as defined below) shall owe any fiduciary duty to, nor shall any Dual Role Person or any of their respective Representatives be liable for breach of fiduciary duty to, the Corporation or any of its stockholders in connection with a Corporate Opportunity (as defined below). No Dual Role Person or any of their respective Representatives shall violate a duty or obligation to the Corporation merely because such person's conduct furthers such person's own interest, except as specifically set forth in Article 9(A)(3). Any Dual Role Person or any of their respective Representatives may lend money to, and transact other business with, the Corporation and its Representatives. The rights and obligations of any such person who lends money to, contracts with, borrows from or transacts business with the Corporation or any of its Representatives are the same as those of a person who is not involved with the Corporation or any of its Representatives, subject to other applicable law. No transaction between any Dual Role Person or any of their respective Representatives, on the one hand, and the Corporation or any of its Representatives, on the other hand, shall be voidable solely because any Dual Role Person or any of their respective Representatives has a direct or indirect interest in the transaction. Nothing herein contained shall prevent any Dual Role Person or any of their respective Representatives from conducting any other business, including serving as an officer, director, employee, stockholder, partner or equityholder of any corporation, partnership or limited liability company, a trustee of any trust, an executor or administrator of any estate, or an administrative official of any other business or not-for-profit entity, or from receiving any compensation in connection therewith.

(2) None of any Dual Role Person or any of their respective Representatives shall owe any duty to refrain from (i) engaging in the same or similar activities or lines of business as the Corporation and its Representatives or (ii) doing business with any of the Corporation's or its Representatives' clients or

customers. In the event that any Dual Role Person or any of their respective Representatives acquires knowledge of a potential transaction or matter that may be a Corporate Opportunity for any Dual Role Person or any of their respective Representatives, on the one hand, and the Corporation or any of its Representatives, on the other hand, such Dual Role Person or Representatives, as the case may be, shall have no duty to communicate or offer such Corporate Opportunity to the Corporation or any of its Representatives, subject to Article 9(A)(3). No Dual Role Person or any of their respective Representatives shall be liable to the Corporation, any of its stockholders or any of its Representatives for breach of any fiduciary duty by reason of the fact that any Dual Role Person or any of their respective Representatives pursues or acquires such Corporate Opportunity for itself, directs such Corporate Opportunity to another person or does not present such Corporate Opportunity to the Corporation or any of its Representatives, subject to Article 9(A)(3).

(3) If a third party presents a Corporate Opportunity to a person who is both a Representative of the Corporation and a Representative of a Dual Role Person, expressly and solely in such person's capacity as a Representative of the Corporation, and such person acts in good faith in a manner consistent with the policy that such Corporate Opportunity belongs to the Corporation, then such person (i) shall be deemed to have fully satisfied and fulfilled any fiduciary duty that such person has to the Corporation as a Representative of the Corporation with respect to such Corporate Opportunity, (ii) shall not be liable to the Corporation, any of its stockholders or any of its Representatives for breach of fiduciary duty by reason of such person's action or inaction with respect to such Corporate Opportunity, (iii) shall be deemed to have acted in good faith and in a manner that such person reasonably believed to be in, and not opposed to, the Corporation's best interests, and (iv) shall be deemed not to have breached such person's duty of loyalty to the Corporation and its stockholders and not to have derived an improper personal benefit therefrom; provided that, in all events, a Dual Role Person may pursue such Corporate Opportunity if the Company shall decide not to pursue such Corporate Opportunity.

(4) For purposes of this Article 9:

(i) **"Corporate Opportunity"** means any business opportunity that the Corporation is financially able to undertake that is, from its nature, in the Corporation's lines of business, is of practical advantage to the Corporation and is one in which the Corporation has an interest or a reasonable expectancy, and in which, by embracing such opportunity, the self-interest of any Dual Role Person or their respective Representatives will be brought into conflict with the Corporation's self-interest.

(ii) **"Dual Role Person"** means any of the following, individually or collectively, other than any person who is an employee of the Corporation or any of its subsidiaries: (A) any stockholder who is an Affiliate of

the Corporation and (B) any person elected, appointed or otherwise serving as a director of the Corporation in accordance with the terms hereof, and, in each case of clauses A and B, any of such entity's or person's Affiliates (other than, if applicable, the Corporation and its subsidiaries).

(iii) **"Representatives"** means, with respect to any entity or person, the directors, officers, employees, general partners or managing member of such person.

(B) Preservation of Rights. Neither the amendment nor repeal of this Article 9, nor the adoption of any provision of this Amended and Restated Certificate of Incorporation or the Bylaws, nor, to the fullest extent permitted by Delaware Law, any modification of law, shall adversely affect any right or protection of any person granted pursuant hereto existing at, or arising out of or related to any event, act or omission that occurred prior to, the time of such amendment, repeal, adoption or modification (regardless of when any proceeding (or part thereof) relating to such event, act or omission arises or is first threatened, commenced or completed).

(C) Notice of Article. To the fullest extent permitted by law, any entity or person purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article 9.

ARTICLE 10. FORUM

Unless the Corporation consents in writing to the selection of an alternative forum, to the fullest extent permitted by law, the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of Delaware Law, or (iv) any action asserting a claim governed by the internal affairs doctrine shall, in any such case, be the Court of Chancery of the State of Delaware, (or, if the Court of Chancery lacks subject matter jurisdiction, another state or federal court located within the state of Delaware). Any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article 10.

ARTICLE 11. AMENDMENTS

The Corporation reserves the right to amend this Amended and Restated Certificate of Incorporation in any manner permitted by the Delaware Law and all rights and powers conferred upon stockholders, directors and officers herein are granted subject to this reservation. Notwithstanding the foregoing, the provisions set forth in Articles 4(B), 5, 6, 7, 8, 9, 10 and this Article 11 may not be repealed or amended in any respect, and no other provision may be adopted, amended or repealed which would have the effect of modifying or permitting the circumvention of the provisions set forth in any of Articles 4(B), 5, 6, 7, 8, 9, 10 or this Article 11, unless such action is approved by the affirmative vote of the holders of not less than 66 ^{2/3}% of the total voting power of all outstanding securities of the Corporation generally entitled to vote in the election of directors, voting together as a single class.

IN WITNESS WHEREOF, said Corporation has caused this Amended and Restated Certificate of Incorporation to be signed by its duly authorized officer on this 26th day of July, 2016.

CONTURA ENERGY, INC.

By: 

Name: John S. DeGroote

Title: President & Secretary

Certificate of Completion

Radiation Safety Officer Training

Alpha Natural Resources

June 4th-6th, 2013

Julian, WV

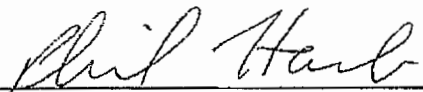
This is to certify that

William G. Newsome

has been successfully trained and tested on the following topics:


Regulatory Aspects and regulations; Radiation Physics and Terminology; Gauging Principles/SSDR; Radiation Protection; Dosimetry, Doses and Dose Limits; Biology; Radiation Measurements; Radiation Safety Programs-Operating and Emergency Procedures; Lock-out/Tag-out; Leak testing; Specific Use of Gauges and routine versus nonroutine maintenance




Phil Harb



ENGELHARDT & ASSOCIATES, INC.


Joshua Walkowicz, CHH



RONAN ENGINEERING COMPANY
NUCLEAR MEASUREMENTS DIVISION
FLORENCE, KENTUCKY

This is to certify that

William G. Newsome

has successfully completed the
**RONAN RADIATION SAFETY
TRAINING SCHOOL**

The Following Topics Were Covered

The principles and fundamentals of radiation protection and good safety practices related to the use of radioactive materials.

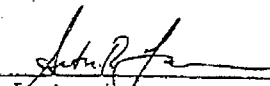
Radioactivity measurements, use of radiation detection instruments, and monitoring techniques.

Biological effects of radiation.

Procedures for performing services.

Actual practice in performing the services.

November 8-12, 2004
Date


Instructor



6312 Oakton Street
Morton Grove, IL 60053-2723
847-965-1999

SEALED SOURCE LEAK TEST ANALYSIS REPORT

Facility: Spartan Mining Co.
Address: Mammoth Coal Co.
Rte. 60, Box 150
Cannelton, WV 25036
Telephone: 304-369-8500
FAX:
E-Mail: wnewsome@alphanr.com
License No.:
EC:
EC E-Mail:

Person Submitting Samples: William G. Newsome
Date Samples Collected: 3/21/2017
Send Results To: **William G. Newsome**
92 Hell Creek
Delbarton, WV 25670

RSSI SAMPLE NUMBER	CLIENT REFERENCE	RADIO- NUCLIDE	ACTIVITY (mCi)	SOURCE CALIBRATION DATE	DEVICE MANUFACTURER	DEVICE MODEL NUMBER	DEVICE SERIAL NUMBER	SOURCE SERIAL NUMBER	RESULTS* (μ Ci)
P170606	PHM Vessel	Cs-137	20	11/15/2005	Berthold Tech.	LB7440	37624-13542	0035/05	$<4.1 \times 10^{-6}$
P170607	HM Cyclone - 1	Cs-137	30	11/15/2005	Berthold Tech.	LB7440	37624-13539	0076/05	$<4.1 \times 10^{-6}$
P170608	HM Cyclone - 2	Cs-137	20	11/15/2005	Berthold Tech.	LB7440	37624-13536	0037/05	$<4.1 \times 10^{-6}$
P170609	Overdense	Cs-137	20	11/15/2005	Berthold Tech.	LB7440	37624-10274	0032/05	$<4.1 \times 10^{-6}$
P170610	Slurry UF	Cs-137	20	11/15/2005	Berthold Tech.	LB7440	37624-10272	0033/05	$<4.1 \times 10^{-6}$
P170611	Transfer Belt	Cs-137	500	4/25/2008	Berthold Tech.	LB7440	37624-11108	008/08	$<4.1 \times 10^{-6}$
P170612	Transfer Belt	Cs-137	500	4/25/2008	Berthold Tech.	LB7440	37624-11109	006/08	$<4.1 \times 10^{-6}$

Analysis authorized by license No. IL-01429-01. Analysis approved by the Canadian Nuclear Safety Commission, meeting the criteria and requirements of R-116. Analysis instrument: Nuclear-Chicago Spectro Shield 1152 α/β counter. Serial number 28458. Calibrated February 15, 2017. Measuring time = 5 minutes. Alpha background = 0.10 cpm. Beta/Gamma background = 5.90 cpm.

The analytical results relate only to the specific leak test kit(s) returned by the client, in the condition as received at the laboratory. Calculations of leak test results are based upon the radionuclide(s) as provided by the client. Most regulatory agencies consider a source to be leaking if a leak test indicates the presence of more than 0.005 μ Ci (5×10^{-3} μ Ci) of removable contamination. Sources for which the results indicate the presence of 5×10^{-4} μ Ci or more of removable activity should be investigated.

* < followed by a number indicates the activity is below the limit of detection.

A highlighted result exceeds regulatory limits and was reported by telephone to the person submitting the sample and/or _____ on _____.

Analyzed by: Aaron Morris
P170606-12

Receipt Date: March 27, 2017
Counting Date: March 27, 2017
Analysis Date: March 27, 2017

Page 1 of 1



ACKNOWLEDGEMENT - RECEIPT OF CORRESPONDENCE

Name and Address of Applicant and/or Licensee

Spartan Mining Company
ATTN: William G. Newsome, Process Controls
Manager/RSO
P. O. Box 150
Cannelton, WV 25036

Date

October 16, 2018

License Number(s)

47-23091-02

Mail Control Number(s)

610228

Licensing and/or Technical Reviewer or Branch

Commercial, Industrial, R&D, & Academic Branch

This is to acknowledge receipt of your: ☒ Letter and/or ☐ Application Dated: 10/15/2018

The initial processing, which included an administrative review, has been performed.

☒ Amendment ☐ Termination ☐ New License ☐ Renewal

☒ There were no administrative omissions identified during our initial review.

☐ This is to acknowledge receipt of your application for renewal of the material(s) license identified above. Your application is deemed timely filed, and accordingly, the license will not expire until final action has been taken by this office.

☐ Your application for a new NRC license did not include your taxpayer identification number. Please complete and submit NRC Form 531, Request for Taxpayer Identification Number, located at the following link: <http://www.nrc.gov/reading-rm/doc-collections/forms/nrc531.pdf>
Follow the instructions on the form for submission.

☐ The following administrative omissions have been identified:

Your application has been assigned the above listed MAIL CONTROL NUMBER. When calling to inquire about this action, please refer to this control number. Your application has been forwarded to a technical reviewer. Please note that the technical review, which is normally completed within 180 days for a renewal application (90 days for all other requests), may identify additional omissions or require additional information. If you have any questions concerning the processing of your application, our contact information is listed below:

Region I
U. S. Nuclear Regulatory Commission
Division of Nuclear Materials Safety
2100 Renaissance Boulevard, Suite 100
King of Prussia, PA 19406-2713
(610) 337-5260, (610) 337-5313,
(610) 337-5398, or (610) 337-5239