

REFINITIV

DELTA REPORT

10-Q

HNRG - HALLADOR ENERGY CO
10-Q - JUNE 30, 2024 COMPARED TO 10-Q - MARCH 31, 2024

The following comparison report has been automatically generated

TOTAL DELTAS	1044
CHANGES	97
DELETIONS	397
ADDITIONS	550

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

FORM 10-Q

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

For the quarterly period ended **March 31, 2024** **June 30, 2024**

OR

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

Commission file number:001-34743



HALLADOR ENERGY COMPANY
(www.halladorenergy.com)

Colorado
(State of incorporation)

84-1014610
(IRS Employer Identification No.)

1183 East Canvasback Drive, Terre Haute, Indiana
(Address of principal executive offices)

47802
(Zip Code)

Registrant's telephone number, including area code: 812.299.2800

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Shares, \$.01 par value	HNRG	Nasdaq

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulations S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐

Accelerated filer ☒

Non-accelerated filer ☐

Smaller reporting company ☒

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of **May 1, 2024** **August 2, 2024**, we had **87,027,196** **42,598,058** shares of common stock outstanding.

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PART I - FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

Hallador Energy Company
Condensed Consolidated Balance Sheets
(in thousands, except per share data)
(unaudited)

ASSETS

Current assets:

Cash and cash equivalents
Restricted cash
Accounts receivable
Inventory

March 31,	December 31,	June 30,	December
2024	2023	2024	31, 2023
\$ 1,635	\$ 2,842	\$ 6,446	\$ 2,842
4,737	4,281	4,282	4,281
14,228	19,937	19,098	19,937
29,688	23,075	32,595	23,075

Parts and supplies	40,360	38,877	39,459	38,877
Prepaid expenses	2,614	2,262	2,027	2,262
Total current assets	93,262	91,274	103,907	91,274
Property, plant and equipment:				
Land and mineral rights	115,486	115,486	115,486	115,486
Buildings and equipment	537,921	537,131	531,413	537,131
Mine development	161,669	158,642	164,475	158,642
Finance lease right-of-use assets	16,178	12,346	19,869	12,346
Total property, plant and equipment	831,254	823,605	831,243	823,605
Less - accumulated depreciation, depletion and amortization	(348,783)	(334,971)	(349,462)	(334,971)
Total property, plant and equipment, net	482,471	488,634	481,781	488,634
Investment in Sunrise Energy	2,562	2,811	2,305	2,811
Other assets	7,125	7,061	7,176	7,061
Total assets	\$ 585,420	\$ 589,780	\$ 595,169	\$ 589,780
LIABILITIES AND STOCKHOLDERS' EQUITY				
Current liabilities:				
Current portion of bank debt, net	\$ 24,438	\$ 24,438	\$ 17,938	\$ 24,438
Notes payable - related party	5,000	—	—	—
Accounts payable and accrued liabilities	47,125	62,908	45,890	62,908
Current portion of lease financing	4,958	3,933	6,204	3,933
Deferred revenue	41,242	23,062	84,772	23,062
Contract liability - power purchase agreement and capacity payment reduction	41,662	43,254	40,735	43,254
Total current liabilities	164,425	157,595	195,539	157,595
Long-term liabilities:				
Bank debt, net	49,343	63,453	24,734	63,453
Convertible notes payable	10,000	10,000	—	10,000
Convertible notes payable - related party	1,000	9,000	—	9,000
Long-term lease financing	9,701	8,157	10,699	8,157
Deferred revenue	5,434	—	—	—
Deferred income taxes	8,625	9,235	5,614	9,235
Asset retirement obligations	14,934	14,538	15,335	14,538
Contract liability - power purchase agreement	36,229	47,425	25,076	47,425
Other	1,871	1,789	2,002	1,789
Total long-term liabilities	137,137	163,597	83,460	163,597
Total liabilities	301,562	321,192	278,999	321,192
Commitments and contingencies				
Stockholders' equity:				
Preferred stock, \$.10 par value, 10,000 shares authorized; none issued	—	—	—	—
Common stock, \$.01 par value, 100,000 shares authorized; 36,534 and 34,052 issued and outstanding, as of March 31, 2024 and December 31, 2023, respectively	365	341	—	—
Common stock, \$.01 par value, 100,000 shares authorized; 42,599 and 34,052 issued and outstanding, as of June 30, 2024 and December 31, 2023, respectively	—	—	426	341
Additional paid-in capital	144,490	127,548	186,945	127,548
Retained earnings	139,003	140,699	128,799	140,699
Total stockholders' equity	283,858	268,588	316,170	268,588
Total liabilities and stockholders' equity	\$ 585,420	\$ 589,780	\$ 595,169	\$ 589,780

See accompanying notes to the condensed consolidated financial statements.

Hallador Energy Company

Condensed Consolidated Statements of Operations
(in thousands, except per share data)
(unaudited)

	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023	2024	2023
SALES AND OPERATING REVENUES:						
Electric sales	\$ 58,755	\$ 92,392	\$ 56,846	\$ 71,017	\$ 115,601	\$ 163,409
Coal sales	49,630	94,602	32,801	88,574	82,431	183,176
Other revenues	1,287	1,340	1,267	1,603	2,554	2,943
Total sales and operating revenues	109,672	188,334	90,914	161,194	200,586	349,528
EXPENSES:						
Operating expenses	85,083	133,521				
Fuel			10,439	32,641	18,498	88,614
Other operating and maintenance costs			35,912	41,908	73,394	74,428
Utilities			3,396	4,343	7,770	8,840
Labor			26,555	36,528	61,723	77,059
Depreciation, depletion and amortization	15,443	17,976	13,649	17,169	29,092	35,145
Asset retirement obligations accretion	399	451	399	461	798	912
Exploration costs	70	206	47	305	117	511
General and administrative	5,944	6,947	7,803	5,595	13,747	12,542
Total operating expenses	106,939	159,101	98,200	138,950	205,139	298,051
INCOME FROM OPERATIONS	2,733	29,233				
INCOME (LOSS) FROM OPERATIONS			(7,286)	22,244	(4,553)	51,477
Interest expense (1)	(3,937)	(3,899)	(3,735)	(3,541)	(7,672)	(7,440)
Loss on extinguishment of debt	(853)	—	(1,937)	—	(2,790)	—
Equity method investment (loss) income	(249)	69				
Equity method investment (loss)			(257)	(217)	(506)	(148)
NET INCOME (LOSS) BEFORE INCOME TAXES	(2,306)	25,403	(13,215)	18,486	(15,521)	43,889
INCOME TAX EXPENSE (BENEFIT):						
Current	—	432	—	61	—	493
Deferred	(610)	2,920	(3,011)	1,510	(3,621)	4,430
Total income tax expense (benefit)	(610)	3,352	(3,011)	1,571	(3,621)	4,923
NET INCOME (LOSS)	\$ (1,696)	\$ 22,051	\$ (10,204)	\$ 16,915	\$ (11,900)	\$ 38,966
NET INCOME (LOSS) PER SHARE:						
Basic	\$ (0.05)	\$ 0.67	\$ (0.27)	\$ 0.51	\$ (0.32)	\$ 1.18
Diluted	\$ (0.05)	\$ 0.61	\$ (0.27)	\$ 0.47	\$ (0.32)	\$ 1.08
WEIGHTED AVERAGE SHARES OUTSTANDING						
Basic	34,816	32,983	37,879	33,137	37,026	33,061
Diluted	34,816	36,740	37,879	36,708	37,026	36,696
(1) Interest Expense:						
Interest on bank debt	\$ 2,805	\$ 2,255	\$ 2,779	\$ 2,055	\$ 5,584	\$ 4,310
Other interest	728	432	547	462	1,275	894
Amortization:						
Amortization of debt issuance costs	404	1,212	409	1,024	813	2,236
Total amortization	404	1,212	409	1,024	813	2,236

Total interest expense	\$ 3,937	\$ 3,899	\$ 3,735	\$ 3,541	\$ 7,672	\$ 7,440
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See accompanying notes to the condensed consolidated financial statements.

Hallador Energy Company
Condensed Consolidated Statements of Cash Flows
(in thousands)
(unaudited)

	Three Months Ended March 31,		Six Months Ended June 30,	
	2024	2023	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES:				
Net income (loss)	\$ (1,696)	\$ 22,051	\$ (11,900)	\$ 38,966
Adjustments to reconcile net income to net cash provided by operating activities:				
Deferred income taxes	(610)	2,920		
Equity loss (income) – Sunrise Energy	249	(69)		
Deferred income tax (benefit)			(3,621)	4,430
Equity loss – Sunrise Energy			506	148
Cash distribution - Sunrise Energy	—	625	—	625
Depreciation, depletion, and amortization	15,443	17,976	29,092	35,145
Loss on extinguishment of debt	853	—	2,790	—
Loss (gain) on sale of assets	(24)	21	(246)	58
Amortization of debt issuance costs	404	1,212	813	2,236
Asset retirement obligations accretion	399	451	798	912
Cash paid on asset retirement obligation reclamation	(639)	(365)	(602)	(931)
Stock-based compensation	666	1,220	2,247	2,001
Amortization of contract asset and contract liabilities	(12,788)	(15,569)	(24,868)	(22,162)
Other	937	451	1,402	704
Change in operating assets and liabilities:				
Accounts receivable	5,709	(3,269)	839	8,461
Inventory	(6,613)	(4,004)	(9,520)	(9,322)
Parts and supplies	(1,483)	(2,926)	(582)	(5,564)
Prepaid expenses	(37)	389	2,140	282
Accounts payable and accrued liabilities	(8,015)	2,009	(11,107)	(11,867)
Deferred revenue	23,614	2,989	61,710	121
Net cash provided by operating activities	16,369	26,112	39,891	44,243
CASH FLOWS FROM INVESTING ACTIVITIES:				
Capital expenditures	(14,874)	(13,482)	(28,044)	(30,610)
Proceeds from sale of equipment	24	15	2,474	62
Net cash used in investing activities	(14,850)	(13,467)	(25,570)	(30,548)
CASH FLOWS FROM FINANCING ACTIVITIES:				
Payments on bank debt	(26,500)	(27,013)	(86,500)	(37,013)
Borrowings of bank debt			40,500	26,000
Payments on lease financing	(1,238)	—	(2,665)	—
Borrowings of bank debt	12,000	17,000		
Proceeds from sale and leaseback arrangement	1,927	—	3,783	—
Issuance of related party notes payable	5,000	—	5,000	—
Payments on related party notes payable			(5,000)	—
Debt issuance costs	(38)	(1,600)	(76)	(1,629)
ATM offering	6,580	—	34,515	—
Taxes paid on vesting of RSUs	(1)	(1,109)	(273)	(1,109)

Net cash used in financing activities	(2,270)	(12,722)	(10,716)	(13,751)
Decrease in cash, cash equivalents, and restricted cash	(751)	(77)		
Increase (decrease) in cash, cash equivalents, and restricted cash			3,605	(56)
Cash, cash equivalents, and restricted cash, beginning of period	7,123	6,426	7,123	6,426
Cash, cash equivalents, and restricted cash, end of period	\$ 6,372	\$ 6,349	\$ 10,728	\$ 6,370
CASH, CASH EQUIVALENTS, AND RESTRICTED CASH:				
Cash and cash equivalents	\$ 1,635	\$ 2,441	\$ 6,446	\$ 2,337
Restricted cash	4,737	3,908	4,282	4,033
	\$ 6,372	\$ 6,349	\$ 10,728	\$ 6,370
SUPPLEMENTAL CASH FLOW INFORMATION:				
Cash paid for interest	\$ 3,083	\$ 3,116	\$ 6,312	\$ 5,010
SUPPLEMENTAL NON-CASH FLOW INFORMATION:				
Change in capital expenditures included in accounts payable and prepaid expense	\$ (5,290)	\$ 120	\$ (1,694)	\$ 426
Stock issued on redemption of convertible notes and interest	\$ 9,721	\$ —	\$ 22,993	\$ —

See accompanying notes to the condensed consolidated financial statements.

Hallador Energy Company
Condensed Consolidated Statements of Stockholders' Equity
(in thousands)
(unaudited)

	Additional				Total	Additional				Total
	Common Stock Issued	Paid-in	Retained	Stockholders'		Common Stock Issued	Paid-in	Retained	Stockholders'	
	Shares	Amount	Capital	Earnings	Equity	Shares	Amount	Capital	Earnings	Equity
Balance, March 31, 2024	36,534	\$ 365	\$ 144,490	\$ 139,003	\$ 283,858					
Stock-based compensation	—	—	1,581	—	1,581					
Stock issued on vesting of RSUs	58	1	(1)	—	—					
Taxes paid on vesting of RSUs	(27)	(1)	(271)	—	(272)					
Stock issued on redemption of convertible notes	2,090	21	13,251	—	13,272					
Stock issued in ATM offering	3,944	40	27,895	—	27,935					
Net loss	—	—	—	(10,204)	(10,204)					
Balance, June 30, 2024	42,599	\$ 426	\$ 186,945	\$ 128,799	\$ 316,170					
	Shares	Amount	Capital	Earnings	Equity					
Balance, December 31, 2023	34,052	\$ 341	\$ 127,548	\$ 140,699	\$ 268,588	34,052	\$ 341	\$ 127,548	\$ 140,699	\$ 268,588
Stock-based compensation	—	—	666	—	666	—	—	2,247	—	2,247
Stock issued on vesting of RSUs	321	3	(3)	—	—	379	4	(4)	—	—
Taxes paid on vesting of RSUs	(132)	(1)	—	—	(1)	(159)	(2)	(271)	—	(273)
Stock issued on redemption of convertible notes	1,582	15	9,706	—	9,721	3,672	36	22,957	—	22,993
Stock issued in ATM offering	711	7	6,573	—	6,580	4,655	47	34,468	—	34,515
Net loss	—	—	—	(1,696)	(1,696)	—	—	—	(11,900)	(11,900)
Balance, March 31, 2024	36,534	\$ 365	\$ 144,490	\$ 139,003	\$ 283,858					
Balance, June 30, 2024	42,599	\$ 426	\$ 186,945	\$ 128,799	\$ 316,170					

	Additional				Total	Additional				Total
	Common Stock Issued	Paid-in	Retained	Stockholders'		Common Stock Issued	Paid-in	Retained	Stockholders'	
	Shares	Amount	Capital	Earnings	Equity					

Balance, March 31, 2023						33,137	\$	332	\$	118,897	\$	117,957	\$	237,186
Stock-based compensation						—		—		781		—		781
Net income						—		—		—		16,915		16,915
Balance, June 30, 2023						33,137	\$	332	\$	119,678	\$	134,872	\$	254,882
	Shares	Amount	Capital	Earnings	Equity									
Balance, December 31, 2022	32,983	\$ 330	\$ 118,788	\$ 95,906	\$ 215,024	32,983	\$	330	\$	118,788	\$	95,906	\$	215,024
Stock-based compensation	—	—	1,220	—	1,220	—		—		2,001		—		2,001
Stock issued on vesting of RSUs	275	3	(3)	—	—	275		3		(3)		—		—
Taxes paid on vesting of RSUs	(121)	(1)	(1,108)	—	(1,109)	(121)		(1)		(1,108)		—		(1,109)
Net income	—	—	—	22,051	22,051	—		—		—		38,966		38,966
Balance, March 31, 2023	33,137	\$ 332	\$ 118,897	\$ 117,957	\$ 237,186									
Balance, June 30, 2023						33,137	\$	332	\$	119,678	\$	134,872	\$	254,882

See accompanying notes to the condensed consolidated financial statements.

Hallador Energy Company
Notes to Condensed Consolidated Financial Statements
(unaudited)

(1) GENERAL BUSINESS

The interim financial data is unaudited; however, in our opinion, it includes all adjustments, consisting only of normal recurring adjustments necessary for a fair statement of the results for the interim periods. The condensed consolidated financial statements included herein have been prepared pursuant to the Securities and Exchange Commission's (the "SEC") rules and regulations; accordingly, certain information and footnote disclosures normally included in generally accepted accounting principles ("GAAP") financial statements have been condensed or omitted.

The results of operations and cash flows for the three months ended March 31, 2024, are not necessarily indicative of the results to be expected for future quarters or for the year ending December 31, 2024.

Our organization and business, the accounting policies we follow, and other information are contained in the notes to our consolidated financial statements filed as part of our 2023 Annual Report on Form 10-K. This quarterly report should be read in conjunction with such Annual Report on Form 10-K.

The condensed consolidated financial statements include the accounts of Hallador Energy Company (hereinafter known as "we, us, or our") and its wholly owned subsidiaries Sunrise Coal, LLC ("Sunrise"), Hallador Power Company, LLC ("Hallador Power"), as well as Sunrise and Hallador Power's wholly owned subsidiaries. All significant intercompany accounts and transactions have been eliminated. Certain reclassifications have been made to the Company's prior period condensed consolidated financial information to conform to the current period presentation. These presentation changes did not impact the Company's condensed consolidated net income (loss), consolidated cash flows, total assets, total liabilities or total stockholders' equity.

We strategically view and manage our operations through two reportable segments: Electric Operations and Coal Operations. The remainder of our operations, which are not significant enough on a stand-alone basis to warrant treatment as an operating segment, are presented as "Corporate and Other and Eliminations" and primarily are comprised of unallocated corporate costs and activities, the elimination of coal sales from coal operations to electric operations, a 50% interest in Sunrise Energy, LLC, a private gas exploration company with operations in Indiana, which we account for using the equity method, and our wholly-owned subsidiary Summit Terminal LLC, a logistics transport facility located on the Ohio River.

The Electric Operations reportable segment includes electric power generation facilities of the Merom Power Plant.

The Coal Operations reportable segment includes current operating mining complexes Oaktown 1 and 2 underground mines, Prosperity surface mine, Freelandville surface mine, and Carlisle wash plant. On February 23, 2024, our Coal Operations Segment committed to a reorganization effort designed to strengthen its financial and operational efficiency and create significant operational savings and higher margins. For further information, see "Note 16 – Organizational Restructuring" below.

The interim financial data is unaudited; however, in our opinion, it includes all adjustments, consisting only of normal recurring adjustments necessary for a fair statement of the results for the interim periods. The condensed consolidated financial statements included herein have been prepared pursuant to the Securities and Exchange Commission's (the "SEC") rules and regulations; accordingly, certain information and footnote disclosures normally included in generally accepted accounting principles ("GAAP") financial statements have been condensed or omitted.

The results of operations and cash flows for the three and six months ended June 30, 2024, are not necessarily indicative of the results to be expected for future quarters or for the year ending December 31, 2024.

Our organization and business, the accounting policies we follow, and other information are contained in the notes to our consolidated financial statements filed as part of our [2023 Annual Report on Form 10-K](#). This quarterly report should be read in conjunction with such Annual Report on Form 10-K.

(2) RECENT ACCOUNTING PRONOUNCEMENTS NOT YET ADOPTED

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2023-07, Segment Reporting (Topic 280): Improvements to Reportable Segment Disclosures ("ASU 2023-07"). ASU 2023-07 primarily requires enhanced disclosures about significant segment expenses regularly provided to the chief operating decision maker ("CODM"), the amount and composition of other segment items, and the title and position of the CODM. ASU 2023-07 is effective for fiscal years beginning after December 15, 2023, and interim periods within fiscal years beginning after December 15, 2024, with early adoption permitted. We are currently evaluating the impact of adopting ASU 2023-07, but do not expect it to have a material effect on our consolidated financial statements.

In December 2023, the FASB issued ASU 2023-09, Income Taxes (Topic 740): Improvements to Income Tax Disclosures ("ASU 2023-09"). ASU 2023-09 primarily requires enhanced disclosures to (1) disclose specific categories in the rate reconciliation, (2) disclose the amount of income taxes paid and expensed disaggregated by federal, state, and foreign taxes, with further disaggregation by individual jurisdictions if certain criteria are met, and (3) disclose income (loss) from continuing operations before income tax (benefit) disaggregated between domestic and foreign. ASU 2023-09 is effective for fiscal years beginning after December 15, 2024, with early adoption permitted. We are currently evaluating the impact of adopting ASU 2023-09, but do not expect it to have a material effect on our consolidated financial statements.

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(3) LONG-LIVED ASSET IMPAIRMENTS

Long-lived assets are reviewed for impairment whenever events or changes in circumstance indicate that the carrying amount of the assets may not be recoverable. For the three and six-month periods ended March 31, June 30, 2024 and March 31, June 30, 2023, there were no impairment charges were recorded for long-lived assets.

(4) INVENTORY

Inventory is valued at a lower of cost or net realizable value (NRV). As of March 31, June 30, 2024, and December 31, 2023, coal inventory includes NRV adjustments of \$1.3 \$0.9 million and \$2.0 million, respectively.

(5) BANK DEBT

On At March 13, 2023, we executed an amendment to our credit agreement with PNC Bank, National Association (in its capacity as administrative agent, "PNC"), administrative agent for our lenders under our credit agreement, which was accounted for as a debt modification. The primary purpose of the amendment was to convert \$35.0 million of the outstanding balance on the revolver into a new term loan with a maturity of March 31, June 30, 2024, and extend the maturity date of the revolver to May 31, 2024. The amendment reduced the total capacity under the revolver to \$85.0 million from \$120.0 million, waived the maximum annual capital expenditure covenant for 2022, and increased the covenant for 2023 to \$75.0 million.

On August 2, 2023, we executed an additional amendment to our credit agreement with PNC, which was accounted for as a debt extinguishment. The primary purpose of the amendment was to convert \$65.0 million of the outstanding funded debt into a new term loan with a maturity of March 31, 2026, and enter into a revolver of \$75.0 million with a maturity of July 31, 2026. The amendment increased the maximum annual capital expenditure limit to \$100.0 million.

Bank debt was reduced by \$14.5 million during the three months ended March 31, 2024. Under the terms of the August 2, 2023 amendment, bank debt is comprised of Company had term debt (\$58.5 million as of March 31, 2024) and a \$75.0 million revolver (\$18.5 million borrowed as of March 31, 2024) \$45.5 million. The term debt requires required quarterly payments of \$6.5 million starting in April 2024 through maturity. Our debt is recorded at amortized cost, which approximates fair value due to the variable interest rates in the agreement and is collateralized primarily by our assets.

Bank debt was reduced by \$46.0 million during the six months ended June 30, 2024.

Liquidity

As of March 31, June 30, 2024, we had an additional borrowing capacity of \$37.9 \$54.4 million and total liquidity of \$39.5 \$60.7 million. Our additional borrowing capacity is net of \$18.6 utilizes our \$75.0 million revolver availability and reduces it by \$20.6 million in for outstanding letters of credit as of March 31, 2024, that we were required to maintain for surety bonds. Liquidity consists of our additional borrowing capacity and cash and cash equivalents.

Fees

Unamortized bank fees and other costs incurred in connection with the initial facility and subsequent amendments totaled \$2.5 million related to our term debt as of June 30, 2024, and December 31, 2022. During 2023 we recognized a loss on extinguishment of debt of \$1.5 million for the write-off of , were \$2.8 million and \$3.6 million, respectively. These unamortized loan fees related to the August 2, 2023 amendment to our credit agreement, which was accounted for as a debt extinguishment. Unamortized bank fees incurred with the March 13, 2023 and August 2, 2023 amendments totaled \$1.6 million and \$4.3 million, respectively. The remaining costs were deferred and are being amortized over the term of the loan. Unamortized costs as of March 31, 2024, and December 31, 2023, were \$3.2 million and \$3.6 million, respectively.

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Bank debt, less debt issuance costs, is presented below (in thousands):

	March 31, 2024	December 31, 2023	June 30, 2024	December 31, 2023
Current bank debt	\$ 26,000	\$ 26,000	\$ 19,500	\$ 26,000
Less unamortized debt issuance cost	(1,562)	(1,562)	(1,562)	(1,562)
Net current portion	\$ 24,438	\$ 24,438	\$ 17,938	\$ 24,438
Long-term bank debt	\$ 51,000	\$ 65,500	\$ 26,000	\$ 65,500
Less unamortized debt issuance cost	(1,657)	(2,047)	(1,266)	(2,047)
Net long-term portion	\$ 49,343	\$ 63,453	\$ 24,734	\$ 63,453
Total bank debt	\$ 77,000	\$ 91,500	\$ 45,500	\$ 91,500
Less total unamortized debt issuance cost	(3,219)	(3,609)	(2,828)	(3,609)
Net bank debt	\$ 73,781	\$ 87,891	\$ 42,672	\$ 87,891

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Covenants

The credit facility includes a Maximum Leverage Ratio (consolidated funded debt/trailing twelve months adjusted EBITDA), calculated as of the end of each fiscal quarter for the trailing twelve months, not to exceed 2.25 to 1.00.

As of March 31, June 30, 2024, our Leverage Ratio of 1.58 2.12 was in compliance with the requirements of the credit agreement.

The credit facility also requires a Minimum Debt Service Coverage Ratio (consolidated adjusted EBITDA/annual debt service) calculated as of the end of each fiscal quarter for the trailing twelve months of 1.25 to 1.00 through the credit facility's maturity. As of March 31, June 30, 2024, our Debt Service Coverage Ratio of 2.88 1.56 was in compliance with the requirements of the credit agreement.

As of March 31, June 30, 2024, we were in compliance with all other covenants defined in the credit agreement.

Interest Rate

The interest rate on the facility ranges from SOFR plus 4.00% to SOFR plus 5.00%, depending on our Leverage Ratio. As of March 31, June 30, 2024, we were paying SOFR plus 4.50% 5.00% on the outstanding bank debt which equates to an all in all-in rate of 10.0% 10.49%.

Future Maturities (in thousands):	
2024	\$ 6,500
2025	26,000
2026	13,000
Total	\$ 45,500

(6) ACCOUNTS PAYABLE AND ACCRUED LIABILITIES (IN THOUSANDS)

	March 31,	December 31,
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	2024	2023
Accounts payable	\$ 28,947	\$ 43,636
Accrued property taxes	3,458	2,987
Accrued payroll	4,620	6,575
Workers' compensation reserve	4,306	3,629
Group health insurance	2,200	2,300
Asset retirement obligation - current portion	1,514	2,150
Other	2,080	1,631
Total accounts payable and accrued liabilities	\$ 47,125	\$ 62,908

Accounts payable and accrued liabilities consist of the following for the indicated dates (in thousands):

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	June 30, 2024	December 31, 2023
Accounts payable	\$ 29,151	\$ 43,636
Accrued property taxes	4,109	2,987
Accrued payroll	3,606	6,575
Workers' compensation reserve	4,364	3,629
Group health insurance	1,900	2,300
Asset retirement obligation - current portion	1,548	2,150
Other	1,212	1,631
Total accounts payable and accrued liabilities	\$ 45,890	\$ 62,908

(7) REVENUE

Revenue from Contracts with Customers

We account for a contract with a customer when the parties have approved the contract and are committed to performing their respective obligations, the rights of each party are identified, payment terms are identified, the contract has commercial substance, and it is probable substantially all the consideration will be collected. We recognize revenue when we satisfy a performance obligation by transferring control of a good or service to a customer.

Electric operations

We concluded that for a Power Purchase Agreement ("PPA") that is not determined to be a lease or derivative, the definition of a contract and the criteria in ASC 606, Revenue from Contracts with Customers ("ASC 606"), is met at the time a PPA is executed by the parties, as this is the point at which enforceable rights and obligations are established. Accordingly, we concluded that a PPA that is not determined to be a lease or derivative constitutes a valid contract under ASC 606.

We recognize revenue daily, based on an output method of capacity made available as part of any stand-ready obligations for contract capacity performance obligations and daily, based on an output method of MWh of electricity delivered.

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For the delivered energy performance obligation in the PPA with Hoosier, we recognize revenue daily for actual delivered electricity plus the amortization of the contract liability as a result of the Asset Purchase Agreement with Hoosier. For delivered energy to all other customers, we recognize revenue daily for the actual delivered electricity.

Coal operations

Our coal revenue is derived from sales to customers of coal produced at our facilities. Our customers typically purchase coal directly from our mine sites where the sale occurs and where title, risk of loss, and control pass to the customer at that point. Our customers arrange for and bear the costs of transporting their coal from our mines to their plants or other specified discharge points. Our customers are typically domestic utility companies. Our coal sales agreements with our customers are fixed-priced, fixed-volume supply contracts, or include a pre-determined escalation in price for each year. Price re-opener and index provisions may allow either party to commence a renegotiation of the contract price at a pre-determined time. Price re-opener provisions may automatically set a new price based on the prevailing market price or, in some instances, require us to negotiate a new price,

sometimes within specified ranges of prices. The terms of our coal sales agreements result from competitive bidding and extensive negotiations with customers. Consequently, the terms of these contracts vary by customer.

Coal sales agreements will typically contain coal quality specifications. With coal quality specifications in place, the raw coal sold by us to the customer at the delivery point must be substantially free of magnetic material and other foreign material impurities and crushed to a maximum size as set forth in the respective coal sales agreement. Price adjustments are made and billed in the month the coal sale was recognized based on quality standards that are specified in the coal sales agreement, such as Btu factor, moisture, ash, and sulfur content, and can result in either increases or decreases in the value of the coal shipped.

Disaggregation of Revenue

Revenue is disaggregated by revenue source for our electric operations and by primary geographic markets for our coal operations, as we believe this best depicts how the nature, amount, timing, and uncertainty of our revenue and cash flows are affected by economic factors.

Electric operations

For the three months ended March 31, 2024, electric sales revenue from delivered energy generation and capacity sales revenue was \$47.0 million and \$11.8 million, respectively. For the three months ended March 31, 2023, electric sales revenue from delivered energy generation and capacity sales revenue was \$76.4 million and \$16.0 million, respectively.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Delivered energy (including contract liability amortization)	\$ 39,973	\$ 53,862	\$ 86,955	\$ 130,284
Capacity	16,873	17,155	28,646	33,125
Total Electric Operations sales	<u>\$ 56,846</u>	<u>\$ 71,017</u>	<u>\$ 115,601</u>	<u>\$ 163,409</u>

Coal operations

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Outside third-party Indiana customers	\$ 15,048	\$ 34,214	\$ 33,152	\$ 83,650
Customers in Florida, North Carolina, Alabama and Georgia	17,753	54,360	49,279	99,526
Total Coal Operations sales	<u>\$ 32,801</u>	<u>\$ 88,574</u>	<u>\$ 82,431</u>	<u>\$ 183,176</u>

For the three months ended March 31, 2024 and 2023, 36% and 52%, respectively, of our coal revenue was sold to outside third-party customers in the State of Indiana with the remainder sold to customers in Florida, North Carolina, Georgia, and Alabama.

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Performance Obligations

Electric operations

We concluded that each megawatt-hour ("MWh") of delivered energy is capable of being distinct as a customer could benefit from each on its own by using/consuming it as a part of its operations. We also concluded that the stand-ready obligation to be available to provide electricity is capable of being distinct as each unit of capacity provides an economic benefit to the holder and could be sold by the customer.

During 2022, we entered into an Asset Purchase Agreement ("APA") with Hoosier ("Hoosier APA") in which Hallador Power shall sell, and Hoosier shall buy, at least 70% of the delivered energy quantities through 2025 at the contract price, which is \$34.00 per MWh. We have remaining delivered energy obligations to Hoosier on the APA totaling \$99.3 \$83.9 million through 2025 as of March 31, June 30, 2024. The agreement was amended August 31, 2023, to extend through 2028 2028, with The amendment included additional obligations to Hoosier of \$186.6 million, or \$56.00 per MWh, as of March 31, June 30, 2024.

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In addition to delivered energy, under the Hoosier APA, Hallador Power shall provide a stand-ready obligation to provide electricity to MISO, also known as contract capacity. The contract capacity that Hallador Power shall provide to Hoosier is 917 megawatts ("MW") for contract year one, and on average 300 MW for contract years two to four. Hoosier shall pay Hallador Power the capacity price of \$5.80 per kilowatt month for the contract capacity. We have remaining capacity obligations to Hoosier through 2025 totaling \$35.2 \$30.0 million as of March 31, June 30, 2024. The agreement was amended August 31, 2023, to extend through 2028, with additional capacity obligations to Hoosier of \$60.9 million as of March 31, June 30, 2024, at a price of \$7.02 per kilowatt month for the contract capacity. During the second quarter 2024, the Company entered into an 11-month, \$45.0 million prepaid physically delivered power contract in which Hallador will provide a total of 1,302,480 MWh. We have energy and capacity obligations to customers, excluding Hoosier, through 2029 totaling \$152.0 million and \$151.1 million, respectively, as of

June 30, 2024.

We also have energy \$45.0 million and \$39.8 million of deferred revenue as of June 30, 2024, related to the prepaid physically delivered power contract and other capacity obligations outside of the Hoosier APA, to customers through 2029 totaling \$111.97 million and \$163.51 million, respectively, as of March 31, 2024. We have \$46.7 million of deferred revenue as of March 31, 2024, related to these obligations, respectively.

Coal operations

A performance obligation is a promise in a contract with a customer to provide distinct goods or services. Performance obligations are the unit of account for purposes of applying the revenue recognition standard and therefore determine when and how revenue is recognized. In most of our coal contracts, the customer contracts with us to provide coal that meets certain quality criteria. We consider each ton of coal a separate performance obligation and allocate the transaction price based on the base price per the contract, increased or decreased for quality adjustments.

We recognize revenue at a point in time as the customer does not have control over the asset at any point during the fulfillment of the contract. For substantially all of our customers, this is supported by the fact that title and risk of loss transfer to the customer upon loading of the truck or railcar at the mine. This is also the point at which physical possession of the coal transfers to the customer, as well as the right to receive substantially all benefits and the risk of loss in ownership of the coal.

We have remaining coal sales performance obligations relating to fixed priced contracts to third-party customers of approximately \$270.2 \$207.7 million, which represents the average fixed prices on our committed contracts as of March 31, June 30, 2024. We expect to recognize approximately 47% 30.3% of this coal sales revenue in 2024, with the remainder recognized through 2027.

We have remaining performance obligations relating to coal sales contracts with price reopeners of approximately \$155.0 \$154.5 million, which represents our estimate of the expected reopener price on committed contracts as of March 31, June 30, 2024. We expect to recognize all of this coal sales revenue 2025 through 2027.

The coal tons used to determine the remaining performance obligations are subject to adjustment in instances of force majeure and exercise of customer options to either take additional tons or reduce tonnage if such an option exists in the customer contract.

Contract Balances

Under ASC 606, the timing of when a performance obligation is satisfied can affect the presentation of accounts receivable, contract assets, and contract liabilities. The main distinction between accounts receivable and contract assets is whether consideration is conditional on something other than the passage of time. A receivable is an entity's right to consideration that is unconditional.

Under the typical payment terms of our contracts with customers, the customer pays us a base price for the coal, increased or decreased for any quality adjustments, electricity, or capacity. Amounts billed and due are recorded as trade accounts receivable and included in accounts receivable in our condensed consolidated balance sheets. As of January 1, 2023, accounts receivable for coal sales billed to customers was \$16.3 million.

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(8) INCOME TAXES

For the three six months ended March 31, June 30, 2024 and 2023, we recorded income taxes using an estimated annual effective tax rate based upon projected annual income, forecasted permanent tax differences, discrete items, and statutory rates in states in which we operate. The effective tax rate for the three six months ended March 31, June 30, 2024 and 2023, was ~26% 23% and ~13% 11%, respectively. Historically, our actual effective tax rates have differed from the statutory effective rate primarily due to the benefit received from statutory percentage depletion in excess of tax basis. The deduction for statutory percentage depletion does not necessarily change proportionately to changes in income (loss) before income taxes.

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(9) STOCK COMPENSATION PLANS

Non-vested grants as of December 31, 2023	858,363
Awarded - weighted average share price on award date was \$8.41 5.69	1,500 599,013
Vested - weighted average share price on vested date was \$5.33 5.30	(321,419 379,390)
Forfeited	(28,000 37,500)
Non-vested grants as of March 31, 2024 June 30, 2024	510,444 1,040,486

For the three and six months ended March 31, June 30, 2024 and 2023, our stock compensation was \$0.7 \$1.6 million and \$1.2 million \$2.2 million, respectively. For the three and six months ended June 30, 2023, our stock compensation was \$0.8 million and \$2.0 million, respectively.

Non-vested RSU grants will vest as follows:

Vesting Year	RSUs Vesting	RSUs Vesting
2024	1,000	1,000
2025	509,444	641,144
2026		199,171
2027		199,171
	510,444	1,040,486

The outstanding RSUs have a value of \$2.7 \$8.1 million based on the March June 28, 2024 closing stock price of \$5.33. \$7.77.

As of March 31, June 30, 2024, unrecognized stock compensation expense is \$3.3 \$5.7 million, and we had 611,035 48,761 RSUs available for future issuance. RSUs are not allocated earnings and losses as they are considered non-participating securities.

(10) LEASES

We have operating leases for office space and processing facilities with remaining lease terms ranging from 4 months 1 month to 8 years. As most of the leases do not provide an implicit rate, we calculated the right-of-use assets and lease liabilities using its our secured incremental borrowing rate at the lease commencement date.

During the fourth quarter of 2023, we entered into three finance Imputed interest on our operating leases which were accounted \$0.3 million and \$0.3 million for as failed sale-leaseback transactions. During the three and six months ended March 31, June 30, 2024.

During the six months ended June 30, 2024, we entered into two four finance leases with the same terms that were also accounted for as failed sale-leaseback transactions. Finance lease assets are included in finance lease right-of-use assets on the condensed consolidated balance sheets and the associated finance lease liabilities are reflected within current portion of lease financing and long-term lease financing on the condensed consolidated balance sheets, as applicable. Depreciation on our finance lease assets was \$1.1 million for the three months ended March 31, 2024. Imputed interest expense on our lease liabilities was \$0.3 and \$2.2 million for the three and six months ended March 31, June 30, 2024. Imputed interest on our finance leases was \$0.1 million and \$2.0 million for the three and six months ended June 30, 2024. We deferred financing fees of \$0.2 and \$0.1 million at March 31, June 30, 2024 and December 31, 2023, respectively, in connection with entry into the finance leases. These deferred financing fees will be amortized on a straight-line basis over the term of the finance leases. We did not have finance leases during the three and six months ended March 31, June 30, 2023.

The following information relates to our leases (dollar amounts in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Operating lease information:				
Operating cash outflows from operating leases	\$ 52	\$ 52	\$ 104	\$ 104
Weighted average remaining lease term in years	7.6	0.95	7.6	0.95
Weighted average discount rate	10.5 %	6.0 %	10.5 %	6.0 %
Finance lease information:				
Financing cash outflows from finance leases	\$ 1,427	—	\$ 2,665	—
Proceeds from sale and leaseback arrangement	\$ 1,856	—	\$ 3,783	—
Weighted average remaining lease term in years	2.64	—	2.64	—
Weighted average discount rate	8.5 %	—	8.5 %	—

The following table (in thousands) relates to our leases:

	Three Months Ended March 31,	
	2024	2023
Operating lease information:		
Operating cash outflows from operating leases	\$ 52	\$ 52

Weighted average remaining lease term in years	7.80	1.10
Weighted average discount rate	10.0 %	6.0 %
Finance lease information:		
Financing cash outflows from finance leases	\$ 1,238	—
Proceeds from sale and leaseback arrangement	\$ 1,927	—
Weighted average remaining lease term in years	2.82	—
Weighted average discount rate	8.5 %	— %

Future minimum lease payments under non-cancellable leases as of **March 31, June 30, 2024,** were as follows:

	Operating Leases	Finance Leases	Operating Leases	Finance Leases
	(In thousands)		(In thousands)	
2024	\$ 33	\$ 4,569	\$ 8	\$ 3,745
2025	88	6,092	118	7,490
2026	121	5,780	122	7,177
2027	124	241	125	662
2028	128	—	129	—
Thereafter	516	—	483	—
Total minimum lease payments	\$ 1,010	\$ 16,682	\$ 985	\$ 19,074
Less imputed interest and deferred finance fees	(335)	(2,023)	(347)	(2,171)
Total lease liability	\$ 675	\$ 14,659	\$ 638	\$ 16,903

As The following are reflected within the following indicated condensed consolidated balance sheet line items:

		Three Months Ended March 31, 2024	For the Year Ended December 31, 2023
		(In thousands)	
Operating lease assets	Buildings and equipment	\$ 675	\$ 712
Operating lease liabilities:			
Current operating lease liabilities	Accounts payable and accrued liabilities	\$ 52	\$ 58
Non-current operating lease liabilities	Other long-term liabilities	623	654
Total operating lease liability		\$ 675	\$ 712
Finance lease assets	Finance lease right-of-use assets	\$ 16,178	\$ 12,346
Finance lease liabilities:			
Current finance lease liabilities	Current portion of lease financing	\$ 4,958	\$ 3,933
Non-current finance lease liabilities	Long-term lease financing	9,701	8,157
Total finance lease liabilities		\$ 14,659	\$ 12,090

As of March 31, 2024 and December 31, 2023, we had approximately \$0.7 million, respectively, of right-of-use operating lease assets recorded within “buildings and equipment” on the condensed consolidated balance sheets.

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	For the Six Months Ended June 30, 2024	For the Year Ended December 31, 2023
	(In thousands)	

Operating lease assets	Buildings and equipment	\$ 638	\$ 712
Operating lease liabilities:			
Current operating lease liabilities	Accounts payable and accrued liabilities	\$ 8	\$ 58
Non-current operating lease liabilities	Other long-term liabilities	630	654
Total operating lease liability		\$ 638	\$ 712
Finance lease assets	Finance lease right-of-use assets	\$ 19,869	\$ 12,346
Finance lease liabilities:			
Current finance lease liabilities	Current portion of lease financing	\$ 6,204	\$ 3,933
Non-current finance lease liabilities	Long-term lease financing	10,699	8,157
Total finance lease liabilities		\$ 16,903	\$ 12,090

(11) SELF-INSURANCE

We self-insure our non-leased underground mining equipment. Such equipment ~~is~~ ~~was~~ allocated among ~~four mining units dispersed over seven miles and seven mining units dispersed over eleven miles.~~ miles, at June 30, 2024 and December 31, 2023, respectively. The historical cost of such equipment was approximately ~~\$262.0 million~~ \$250.4 million and \$262.0 million as of ~~March 31, June 30, 2024, and December 31, 2023.~~

We also self-insure for workers' compensation claims. Restricted cash of ~~\$4.7 million and~~ \$4.3 million as of ~~March 31, June 30, 2024, and December 31, 2023, respectively,~~ represents cash held and controlled by a third party and is restricted primarily for future workers' compensation claim payments.

(12) FAIR VALUE MEASUREMENTS

We account for certain assets and liabilities at fair value. The hierarchy below lists three levels of fair value based on the extent to which inputs used in measuring fair value are observable in the market. We categorize each of our fair value measurements in one of these three levels based on the lowest level input that is significant to the fair value measurement in its entirety. These levels are:

Level 1: Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities. We consider active markets as those in which transactions for the assets or liabilities occur in sufficient frequency and volume to provide pricing information on an ongoing basis. We have no Level 1 instruments.

Level 2: Quoted prices in markets that are not active, or inputs that are observable, either directly or indirectly, for substantially the full term of the asset or liability. We have no Level 2 instruments.

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Level 3: Measured based on prices or valuation models that require inputs that are both significant to the fair value measurement and less observable from objective sources (i.e., supported by little or no market activity). ARO liabilities use Level 3 non-recurring fair value measures.

Credit Risk

The Company's financial instruments exposed to concentrations of credit risk consist primarily of cash and cash equivalents, and restricted cash.

The Company's cash and cash equivalent and restricted cash balances on deposit with financial institutions total \$10.7 million and \$7.1 million as of June 30, 2024 and December 31, 2023, respectively, which exceeded FDIC insured limits. The Company regularly monitors these institutions' financial condition. The Company utilizes large and reputable banking institutions which it believes mitigates these risks. The Company has not experienced any losses in such accounts.

(13) EQUITY METHOD INVESTMENTS

We own a 50% interest in Sunrise Energy, LLC, which owns gas reserves and gathering equipment with plans to develop and operate such reserves. Sunrise Energy, LLC, also plans to develop and explore for oil, natural gas, and coal-bed methane gas reserves on or near our underground coal reserves. The carrying value of the investment included in our condensed consolidated balance sheets as of ~~March 31, June 30, 2024, and December 31, 2023, was~~ \$2.6 million \$2.3 million and \$2.8 million, respectively.

(14) CONVERTIBLE NOTES

On July 29, 2022, we issued a \$5.0 million of senior unsecured convertible notes (collectively, with the subsequent note (the 2022 “July 29 issuances, the (“Notes”)” Note”) to a related party affiliated with an independent member of our board of directors. The July 29th Note carries an interest rate of 8% per annum with a maturity date of December 29, 2028. For the period August 18, 2022, through August 17, 2024, the holder has the option to convert the July 29th Note into shares of the Company's common stock at a conversion price of \$6.254. During the three first months ended quarter of March 31, 2024, the holders of the \$5.0 million senior unsecured convertible notes July 29th Note converted them into 799,488 shares of common stock of the Company, and in connection with such early conversion, we elected to pay interest through August 2025 with 112,570 shares of common stock on the conversion date. We recorded a loss on extinguishment of debt in the condensed consolidated statements of operations in the amount of \$0.55 million during the \$0.6 million three six months ended March 31, June 30, 2024. As of June 30, 2024, the entire July 29th Note had been converted to shares of common stock of the Company.

On August 8, 2022, we issued an additional \$4.0 million of senior unsecured convertible notes (the “August 8th Notes”) to related parties affiliated with independent members of our board of directors. The August 8th Notes carry an interest rate of 8% per annum with a maturity date of December 29, 2028. For the period August 18, 2022, through August 17, 2024, the holder has the option to convert the Notes into shares of the Company's common stock at a conversion price of \$6.254. Beginning August 8, 2025, we may elect to redeem the Note August 8th Notes and the holder shall be obligated to surrender the Note them at 100% of the outstanding principal balance together with any accrued unpaid interest. Upon receipt of the redemption notice from the Company, the holder may elect to convert the principal balance and accrued interest into the Company's common stock. During the three first months ended quarter of March 31, 2024, the holders converted \$3.0 million senior unsecured convertible notes \$3.0 million of the August 8th Notes into 479,693 shares of common stock of the Company, and in connection with such early conversion, we elected to pay interest through August 2025 with 67,542 shares of common stock on the conversion date. During the same period, the holders also converted accrued interest into 57,564 shares of the Company's common stock. We recorded a loss on extinguishment of debt during the first quarter of 2024 in the condensed consolidated statements of operations in the amount of \$0.30 million \$0.3 million. During the second quarter of 2024, the holder converted the remaining \$1.0 million of August 8th Notes into 159,898 shares of common stock of the Company, and in connection with such early conversion, we paid accrued interest and additional shares of common stock of 5,099 and 25,003, respectively, on the conversion date. We recorded a loss on extinguishment of debt during the three second months ended quarter of March 31, 2024, 2024 in the condensed consolidated statements of operations in the amount of \$0.2 million. As of June 30, 2024, the entire August 8th Note had been converted to shares of common stock of the Company.

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On August 12, 2022, we issued an additional \$10.0 million senior unsecured convertible note (the “August 12th Note”) to an unrelated party. The August 12th Note carries an interest rate of 8% per annum with a maturity date of December 31, 2026. For the period August 18, 2022, through the maturity date, the holder has the option to convert the August 12th Note into shares of the Company's common stock at a conversion price of \$6.15. Beginning August 12, 2025, we may elect to redeem the August 12th Note and the holder shall be obligated to surrender the Note at 100% of the outstanding principal balance together with any accrued unpaid interest. Upon receipt of the redemption notice from the Company, the holder may elect to convert the principal balance and accrued interest into the Company's common stock. During the three months ended March 31, 2024, the holder converted accrued interest into 65,041 shares of the Company's common stock. During the second quarter of 2024, the holder converted the \$10.0 million August 12th Note into 1,626,016 shares of common stock of the Company, and in connection with such early conversion, we paid accrued interest and additional shares of common stock of 49,716 and 224,268, respectively, on the conversion date. We recorded a loss on extinguishment of debt in the condensed consolidated statements of operations in the amount of \$1.7 million during the second quarter of 2024. As of June 30, 2024, the entire August 12th Note had been converted to shares of common stock of the Company.

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The funds received from the issuance of the various Notes notes described above were used to provide additional working capital to the Company. The conversion price and number of shares of the Company's common stock issuable upon conversion of the above notes are subject to adjustment from time to time for any subdivision or consolidation of our shares of common stock and other standard dilutive events.

(15) NOTES PAYABLE - RELATED PARTIES

In March 2024, we issued unsecured promissory notes, having a 12-month maturity date and 12% per annum interest rate, to (i) Charles R. Wesley IV Revocable Trust (in which our director Charles R. Wesley IV has a pecuniary interest) in the principal amount of \$2,000,000, (ii) Lubar Opportunities Fund I, LLC (in which are our director David J. Lubar has a pecuniary interest) in the principal amount of \$2,500,000, and (iii) Hallador Alternative Investment Advisors LLC (in which our director David C. Hardie has a pecuniary interest) in the principal amount of \$500,000.

At The related party notes were paid off in March 31, June 2024 accrued interest associated with proceeds from the notes payable prepaid physically delivered power contract mentioned above in “Note 7 – related party on the condensed consolidated balance sheets was \$0.1 million. Revenue”.

(16) ORGANIZATIONAL RESTRUCTURING

On February 23, 2024, (the "Effective Date"), we committed to a reorganization effort in the Coal Operations Segment (the "Reorganization Plan") that included a workforce reduction of approximately 110 employees, or approximately 12% of the workforce. The reduction in workforce was communicated to employees on the Effective Date and implemented immediately, subject to certain administrative procedures. The Reorganization Plan is designed to strengthen our financial and operational efficiency and create significant operational savings and higher margins in our coal segment. This step will help to advance our transition from a company primarily focused on coal production to a more resilient and diversified integrated independent power producer ("IPP"). As part of this initiative, we substantially idled production at our higher cost surface mines, Prosperity Mine, and Freelandville Mine, with minimal production. We also focused our seven units of underground equipment on four units of our lowest cost production at our Oaktown Mine. In connection with the Reorganization Plan, we incurred an aggregate expenses of \$1.9 million one-time charges, of which \$0.8 (\$1.1 million were included in accounts payable and accrued liabilities in the condensed consolidated balance sheets first quarter of 2024 and \$1.1 million \$0.8 million in the second quarter of 2024) that were included in operating expenses in the condensed consolidated statements of operations. The one-time These charges were related to compensation, tax, professional, and insurance related expenses. expenses and are considered one-time charges paid in the first six months of 2024.

(17) AT THE MARKET AGREEMENT

On December 18, 2023, we entered into an At The Market Issuance Sales Agreement (the "Sales Agreement") with B. Riley Securities, Inc. (the "Agent"), pursuant to which we may issue and sell, from time to time, shares (the "Shares") of our common stock, par value \$0.01 per share (the "Common Stock"), with aggregate gross proceeds of up to \$50.0 million through an "at-the-market" equity offering program under which the Agent will act as sales agent (the "ATM Program"). Under the Sales Agreement, each of us we or the Agent have the right, by giving five (5) days' notice, to terminate the Sales Agreement in its our and the Agents sole discretion. The Agent may also terminate the Agreement, by notice to us, upon the occurrence of certain events described in the Sales Agreement.

During December 2023, we issued 794,000 shares of Common Stock under the ATM Program for net proceeds of \$7.3 million. During the three and six months ended March 31, June 30, 2024, we issued 710,623 3,943,807 and 4,654,430 shares of Common Stock, respectively, under the ATM Program for net proceeds of \$6.6 million. \$27.9 million and \$34.5 million, respectively.

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(18) SEGMENTS OF BUSINESS

As of March 31, June 30, 2024, our operations are divided into two primary reportable segments, the Electric Operations and Coal Operations segments. Operations. The remainder of our operations, which are not significant enough on a stand-alone basis to warrant treatment as an operating segment, are presented as "Corporate and Other and Eliminations" and primarily are comprised of unallocated corporate costs and activities, including a 50% interest in Sunrise Energy, LLC, which the Company accounts for using the equity method and our wholly-owned subsidiary Summit Terminal LLC, a logistics transport facility located on the Ohio River.

	Three Months Ended March 31,	
	2024	2023
	(in thousands)	
Operating revenues		
Electric operations	\$ 58,912	\$ 92,494
Coal operations	66,870	95,273
Corporate and other and eliminations	(16,110)	567
Consolidated operating revenues	\$ 109,672	\$ 188,334
Income (loss) from operations		
Electric operations	\$ 15,247	\$ 18,705
Coal operations	(11,457)	13,088
Corporate and other and eliminations	(1,057)	(2,560)
Consolidated income (loss) from operations	\$ 2,733	\$ 29,233
Depreciation, depletion and amortization		
Electric operations	\$ 4,697	\$ 4,675
Coal operations	10,728	13,275
Corporate and other and eliminations	18	26

Consolidated depreciation, depletion and amortization	\$	15,443	\$	17,976
Assets				
Electric operations	\$	211,116	\$	218,132
Coal operations		370,292		391,248
Corporate and other and eliminations		4,012		7,247
Consolidated assets	\$	585,420	\$	616,627
Capital expenditures				
Electric operations	\$	6,242	\$	843
Coal operations		8,632		12,639
Corporate and other and eliminations		—		—
Consolidated capital expenditures	\$	14,874	\$	13,482

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	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	(in thousands)		(in thousands)	
Operating revenues				
Electric operations ⁽ⁱ⁾	\$ 57,020	\$ 71,103	\$ 115,932	\$ 163,597
Coal operations	46,429	113,098	113,299	208,371
Corporate and other and eliminations	(12,535)	(23,007)	(28,645)	(22,440)
Consolidated operating revenues	\$ 90,914	\$ 161,194	\$ 200,586	\$ 349,528
Operating expenses				
Electric operations	\$ 50,232	\$ 61,847	\$ 93,897	\$ 135,636
Coal operations	57,750	86,735	136,077	168,920
Corporate and other and eliminations	(9,782)	(9,632)	(24,835)	(6,505)
Consolidated operating expenses	\$ 98,200	\$ 138,950	\$ 205,139	\$ 298,051
Income (loss) from operations				
Electric operations	\$ 6,788	\$ 9,256	\$ 22,035	\$ 27,961
Coal operations	(11,321)	26,363	(22,778)	39,451
Corporate and other and eliminations	(2,753)	(13,375)	(3,810)	(15,935)
Consolidated income (loss) from operations	\$ (7,286)	\$ 22,244	\$ (4,553)	\$ 51,477
Depreciation, depletion and amortization				
Electric operations	\$ 4,698	\$ 4,675	\$ 9,395	\$ 9,350
Coal operations	8,930	12,466	19,658	25,741
Corporate and other and eliminations	21	28	39	54
Consolidated depreciation, depletion and amortization	\$ 13,649	\$ 17,169	\$ 29,092	\$ 35,145
Assets				
Electric operations	\$ 220,511	\$ 216,665	\$ 220,511	\$ 216,665
Coal operations	367,807	387,653	367,807	387,653
Corporate and other and eliminations	6,851	(4,429)	6,851	(4,429)
Consolidated assets	\$ 595,169	\$ 599,889	\$ 595,169	\$ 599,889
Capital expenditures				

Electric operations	\$ 5,277	\$ 2,683	\$ 11,519	\$ 3,526
Coal operations	7,560	14,445	16,192	27,084
Corporate and other and eliminations	333	—	333	—
Consolidated capital expenditures	\$ 13,170	\$ 17,128	\$ 28,044	\$ 30,610

(i). Electric operations revenue as of each period presented were comprised of the components noted below (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Operating revenues:				
Capacity revenue	\$ 16,873	\$ 17,155	\$ 28,646	\$ 33,125
Delivered energy	27,893	34,307	62,087	77,382
Amortization of contract liability	12,080	19,555	24,868	52,902
Other operating revenue	174	86	331	188
Total Electric Operations revenue:	\$ 57,020	\$ 71,103	\$ 115,932	\$ 163,597

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(19) NET INCOME (LOSS) PER SHARE

The following table (in thousands, except per share amounts) sets forth the computation of basic earnings (loss) per share for the periods presented:

	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023	2024	2023
Basic earnings per common share:						
Net income (loss) - basic	\$ (1,696)	\$ 22,051	\$ (10,204)	\$ 16,915	\$ (11,900)	\$ 38,966
Weighted average shares outstanding - basic	34,816	32,983	37,879	33,137	37,026	33,061
Basic earnings (loss) per common share	\$ (0.05)	\$ 0.67	\$ (0.27)	\$ 0.51	\$ (0.32)	\$ 1.18

The following table (in thousands, except per share amounts) sets forth the computation of diluted net income (loss) per share:

	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023	2024	2023
Diluted earnings per common share:						
Net income (loss) - basic	\$ (1,696)	\$ 22,051	\$ (10,204)	\$ 16,915	\$ (11,900)	\$ 38,966
Add: Convertible Notes interest expense, net of tax	—	293	—	296	—	592
Net income (loss) - diluted	\$ (1,696)	\$ 22,344	\$ (10,204)	\$ 17,211	\$ (11,900)	\$ 39,558
Weighted average shares outstanding - basic	34,816	32,983	37,879	33,137	37,026	33,061
Add: Dilutive effects of if converted Convertible Notes	—	3,163	—	3,224	—	3,163
Add: Dilutive effects of Restricted Stock Units	—	594	—	347	—	472
Weighted average shares outstanding - diluted	34,816	36,740	37,879	36,708	37,026	36,696
Diluted net income (loss) per share	\$ (0.05)	\$ 0.61	\$ (0.27)	\$ 0.47	\$ (0.32)	\$ 1.08

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

THE FOLLOWING DISCUSSION UPDATES THE MD&A SECTION OF OUR 2023 ANNUAL REPORT ON FORM 10-K AND SHOULD BE READ IN CONJUNCTION THEREWITH.

Our condensed consolidated financial statements should be read in conjunction with this discussion. The following analysis includes a discussion of metrics Hallador is on a per mega-watt hour (MWh) strategic and a per ton basis deliberate path to transform our company and capture increased value from our products and services as derived we advance up the value chain by expanding our offerings from fuel production to wholesale electricity sales to powering the condensed consolidated financial statements, which are considered non-GAAP measurements. These metrics are significant factors in assessing our operating results and profitability. industrial end user.

Throughout For many years, our Sunrise Coal subsidiary was our primary asset, producing fuel to sell to third-party customers. In the fourth quarter of 2022, we acquired the Merom Power Plant through our Hallador Power Company ("Hallador Power" or "HPC") subsidiary enabling us the ability to convert the majority of our fuel production into wholesale electricity and capacity, which traditionally sells at higher margins than coal. As part of this process, we issued \$29.0 million of convertible debt in 2022 to improve our capital position and facilitate the acquisition of the Merom Power Plant. In 2022, \$10.0 million of these convertible notes were converted to equity and the remaining balance was converted in the first half of 2024.

Looking at the wholesale electric sales we have made since the acquisition of the Merom Power Plant, along with the prices indicated by the forward power curves, we believe that HPC has the potential to achieve gross profit margins greater than the margins we have historically seen in coal sales. In the first quarter of this year, our sales to third-party customers from electricity exceeded those of our sales from coal. In connection with this shift in company focus, we continued changed our progress on transitioning SIC code from 1220 bituminous coal producer to 4911 electric services during the focus of Hallador from a coal production company to an integrated independent power producer ("IPP"). During second quarter.

Additionally, in the first three quarter of this year we announced the signing of a Memorandum of Understanding ("MOU") with Hoosier Energy and WIN REMC that provides a pathway to facilitate sales of our electricity to industrial end users of power. As we continue to transform our product offerings from fuel to wholesale electricity, to supplying power to higher value end-users, we believe we can achieve increasingly higher gross profit margins.

The recent environment for spot electricity sales has been challenging. This past winter, record high U.S. natural gas ("Gas") production ran into the ninth warmest winter on record according to National Oceanic and Atmospheric Administration. The lack of winter heating demand caused Gas inventory levels to climb as much as 38% above the 5-year average. As Gas prices adjusted downward to encourage the market to consume excess Gas inventory, wholesale electric ("Energy") prices also declined. In the first six months of 2024, our Electric Operation's revenue exceeded that of our Coal Operation's revenue. Additionally, we were successful in adding approximately \$138.0 million in forward energy and capacity sales, growing our Electric Operation's forward sales book to approximately \$657.0 million as of March 31, 2024. This represents 44% of Hallador's \$1.5 billion in total forward energy, capacity, and coal sales through 2029 (on a segment basis). However, we truly believe future sales from our Electric Operations will soon eclipse our sales revenues from our Coal Operations. Since January, we have evaluated and continue to evaluate several major power and capacity sales opportunities, including one proposal that if contracted would result in more than a billion dollars' worth of potential forward power sales. We continue to see strong indicators that demand, and pricing remain on an upward trend, and this direction is paramount to our ongoing evaluations of these sales opportunities. Monitoring the equity markets strengthens our belief that investors in other IPPs are also anticipating similar increases in power demand, demonstrated most clearly through the more than doubling of market capitalizations of several of those IPPs across the previous twelve months. In support of our expectation that Hallador Power sales will continue to exceed our traditional Sunrise Coal subsidiary, we anticipate changing Hallador's SIC code to 4911 (electric services) from 1220 (bituminous coal producer) in the future.

While we have seen continued weakness in spot power prices thus far in 2024, indicators for future power pricing appear much healthier. We believe these indicators are supported by both our forward power book pricing and the most recent future power curves. Additionally, natural gas future's prices are in contango, meaning future gas prices exceed spot gas prices that have been depressing overall power prices for the last several quarters. As we discussed last quarter, the dynamics 90% of the natural gas market paired with off-peak Energy hours at the non-standard mild weather throughout Merom Hub and approximately 60% of the Midwest impacted pricing and total Energy hours at the Merom Hub priced below our power plant dispatch rates. Future prices seem to indicate easing on both these fronts which we view as a positive for our go-forward operations.

This quarter, we also launched a targeted request for proposal for power demand supporting new development production cost at our Merom Power Plant. Responses are due in mid-May, but early indications point to a high level of interest. The RFP is available on our website for any interested parties that did not already receive the information. facility.

Our goal is for Hallador Power to generate approximately 1.5 million MWh on a quarterly basis, which equates to approximately 6 million 6.0 million MWh annually, annually (see Hallador Power's capacity and utilization information below). During the first quarter, half of 2024, Hallador Power generated 816,000 1,596,000 MWh, or 54% 53% of our target, despite an average price target. During the first half of \$41.90. The favorable pricing is a result of experiencing the year, we experienced sales prices as high as \$250 of nearly \$261.00 per MWh for limited times, during the quarter, balanced against several days of pricing below our variable cost to produce. These fluctuations led to an inconsistent dispatch schedule, which we expect to level out as we anticipate demand and pricing increases with seasonal weather changes and reduced gas stores. schedule.

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
Power Capacity and Utilization				
Nameplate capacity (MW) ⁽ⁱ⁾	1,080	1,080	1,080	1,080
Accredited capacity for the period (MW) ⁽ⁱⁱ⁾	911	917	874	917
Accredited capacity utilization ⁽ⁱⁱⁱ⁾	39 %	52 %	42 %	58 %

During the first quarter, Hallador Power generated 816,000 MWh at the following cost structure (on a segment basis):

	In Millions	Per MWh
Revenue:		
Capacity	\$ 11.80	\$ 14.46
Delivered Energy and PPA	47.00	57.60
Total Electric Revenue	\$ 58.80	\$ 72.06
Operating Expense:		
Fixed Cost	\$ 11.80	\$ 14.46
Variable Cost	26.00	31.86
Total Electric Operating Expense	\$ 37.80	\$ 46.32
Margin:	\$ 21.00	\$ 25.74

- (i). Nameplate capacity for the Merom Power Plant refers to the maximum electric output generated by the plant in the period presented and may not reflect actual production. Actual production each period varies based on weather conditions, operational conditions, and other factors.
- (ii). Accredited capacity is based on MISO's average seasonal accreditations for the year. Average seasonal accreditations were 769 MW and 860 MW per day for 2024 and 2023, respectively. Accreditations are adjusted annually based on 3-year rolling performance metrics.
- (iii). Accredited capacity utilization is measured as power produced (MWh) divided by accredited capacity for the period (MW) multiplied by 24 times the number of days for the period.

When forward selling capacity, Capacity, we target annual sales of around \$65 million \$65.0 million to offset our fixed annual costs at the plant of approximately \$60 million \$60.0 million. Our forward sales table demonstrates that we We have already sold a large portion of our future capacity, Capacity, which we believe makes our forward capacity Capacity sales goals attainable. attainable as illustrated in our "Solid Forward Sales Position" table below.

As Our forward contracted energy sales position has a condition of acquiring the Merom Power Plant, we agreed to sell 1.66 million MWh of energy significant price increase in 2024 and 1.60 million MWh in 2025 at \$34 per MWh to the plant seller, representing 27% of our annual 6 million MWh goal. Since this original transaction, we have been successful in selling over 5 million MWh of energy to third parties at an average price of approximately \$52 per MWh over the future years 2024-2029 as illustrated in the table graph below.

picture3.jpg

During Lower Energy prices negatively affected both HPC's generation model and the dispatch rates of Sunrise Coal's utility customers. In response to dispatching less, those customers slowed coal shipments from Sunrise during the winter season and throughout the shoulder season this spring.

To match Sunrise's production levels and cost structure to that of the market demands, we restructured Sunrise operations in the first quarter our variable costs were \$31.88 per MWh. The low energy prices during of 2024. As we have previously noted, the quarter necessitated that restructuring included a reduction in force ("RIF") of approximately 110 people in February, and we run our plant at slower speeds resulting in more frequent than normal starts and stops have since allowed attrition to avoid selling below cost energy. Running in this manner is less fuel efficient than if we were able to consistently generate at a 6 million MWh pace, which could lower cost by as much as 10%.

On February 23, 2024, our Coal Operations Segment undertook an initiative designed to strengthen our financial and operational efficiency and to create significant operational savings and higher margins in our coal segment. This step helps to advance our transition from a company primarily focused on coal production to a more resilient and diversified IPP. As part of this initiative, we idled production at our higher cost Prosperity Mine, and substantially idled production at the Freelandville Mine with minimal production until reclamation is finished on approximately May 31, 2024. This should further reduce our capital reinvestment for coal production in 2024 by approximately \$10 million. We also focused our seven units of underground equipment on four units of our lowest cost production at our Oaktown Mine. As part of the initiative, we reduced our workforce by approximately 110 employees.

Mining costs for 130 additional people, a total workforce reduction of more than 25%. We also restructured our operations to focus on our more profitable units and to idle units with higher production costs. Transitioning our Oaktown mining facilities from 7 units of production to 4 units of production was a deliberate process which took considerable time and effort, and was completed in mid-July. We are encouraged by the quarter were \$53.38 per ton. However, at Oaktown, we saw early results of Sunrise's restructuring and have seen improvement in mining costs in March decrease into since we made the low \$30s on a per ton basis. While there are several factors that impacted this cost reduction, we continue decision to monitor operations and strategic initiatives to better understand the longevity of these favorable conditions. adjust our operations.

Historically, Sunrise Coal has generated approximately six million tons of coal annually. Following the restructuring, we expect Sunrise to produce roughly 3.5 million 3.5 million tons of coal on an annualized basis for 2024. Total production for the first half of 2024 was 2.2 million tons, and we shipped 2.1 tons at an average sales price of \$54.92 on a segment basis. If market conditions warrant, our current operations are capable of producing at a 4.5 million ton 4.5-million-ton annualized pace. In 2024, we have also secured supplemental coal from third party suppliers at favorable prices. This allows us to diversify self-production supply risk and provides us with additional flexibility in our sales portfolio. The optionality to obtain low-cost tons either internally or from third parties while capturing upward swings in the commodities markets for coal should further maximize margins while optimizing fuel costs at our Merom facility.

We continued in response to lower Energy prices and our build out challenging mining conditions during the first half of what 2024, we consider to be executed on several financing opportunities, including raising \$34.5 million through an At-The-Market ("ATM") equity offering selling 4.7 million shares at an average price of \$7.38 per share and borrowing \$5.0 million from several Directors on our Board. In June, we received a best-in-class management team as we welcomed Marjorie Hargrave as our new CFO with broad-based experience in power production and capital markets. Adding Marjorie to our previous hires over the last two years, including expertise within the positions \$45.0 million prepayment for an 11-month forward Energy sale representing approximately 22% of our President annual 6.0 million MWh goal during the term of Hallador Power, our Chief Legal Officer (with Data communications expertise), our SVP the contract. Our condensed consolidated financial statements should be read in conjunction with this discussion. This analysis includes a discussion of Power Marketing, metrics on a per mega-watt hour (MWh) and a Manager of Environmental Engineering, will accelerate per ton basis as derived from the condensed consolidated financial statements, which are considered non-GAAP measurements. These metrics are significant factors in assessing our continued development of Hallador's operational operating results and future power acquisition capabilities. These prospects and our strong future sales have us very excited about the future of our company, profitability.

OVERVIEW

I. Q1 Q2 2024 Net Loss of \$1.7 million \$10.2 million.

- a. 1.2 million Electric Operations: During the second quarter of 2024, we sold 780,000 MWh representing a 4.4% decline in total MWh sold and an increase of \$0.90 in operating revenues per MWh from Q1 2024. The decline in total MWh sold during Q2 2024 was driven by MISO pricing that was lower than our cost to produce for approximately two-thirds of the quarter, lower Electric Power demand due to a mild 2024 spring and summer and higher Gas utilization due to low Gas pricing.
 - i. In Q2 2024, Electric Operations operating revenues were \$57.0 million, or \$73.10 per MWh, on a segment basis.
 - ii. In Q2 2024, Electric Operations operating expenses per MWh were \$64.39, which represents an increase of \$10.88 per MWh from Q1 2024.
 - iii. Q2 2024 Electric Operations income from operations was \$8.71 per MWh, a decline of \$9.98 from Q1 2024.
- b. Coal Operations: During the second quarter of 2024, 0.8 million tons of coal were shipped at an average sales price of \$54.40 on a segment basis during the quarter, with approximately 0.3 million tons of that being shipped to the Merom Power Plant for \$16.4 million \$13.0 million. This is a decline of 0.2 million 0.4 million tons of coal shipped from Q4 2023, Q1 2024, primarily due to decreased demand from a mild winter 2024 spring and summer and continued low natural gas Gas prices. The average sales price of coal was \$55.64 per ton on a consolidated basis.
 - i. The sales price for remaining tons to ship for In Q2 2024, is expected to average \$50.65 Coal Operations operating revenues were \$46.4 million, or \$54.69 per ton, on a consolidated basis (not including coal shipped to Merom) segment basis.
 - ii. In Q1 Q2 2024, Hallador's coal Coal Operations operating costs expenses were \$53.38 \$68.02 per ton on a segment basis, which represents a \$0.41 \$3.50 per ton decrease increase from Q4 2023. This decrease is Q1 2024. While Coal Operations operating expenses decreased \$20.6 million in the second quarter of 2024 compared to the first quarter, tons sold also decreased 365,000 tons, or 30.1%, causing a result of the reduction in production of our higher cost surface mines. operating expense per ton amount.

- c. We recorded coal margins a loss from operations for the quarter at \$1.02 of \$(13.33) per ton on a segment basis. This is a decline of \$7.97 \$(3.89) per ton from Q4 2023 margins, Q1 2024 income from operations. These declines were due primarily to the reduction in contract average sales prices and the reduction in demand for coal due to low Gas prices.
- iii.

II. Q1 Q2 2024 Activity

a. Cash Flow & Debt

- i. During Q1 Q2 2024, our operating cash flow was \$16.4 million \$23.5 million, and we decreased our bank debt by \$14.5 million \$31.5 million.
- ii. As of March 31, 2024 June 30, 2024, our bank debt was \$77.0 million \$45.5 million, liquidity was \$39.5 million \$60.7 million, and our leverage ratio came in at 1.58X, 2.12X, within our covenant of 2.25X.
- iii. During Q1 Q2 2024, we issued entered into an 11-month, \$45.0 million prepaid physically delivered power contract in which we will provide a total of 1,302,480 MW, as discussed in "Item 1. Footnote 7 – Revenue".
- iv. During Q2 2024, we paid off the \$5.0 million unsecured one-year notes from related parties affiliated with certain members of the Board of Directors in the amount of \$5.0 million. that were issued during Q1 2024.
- iv. v. An Our ATM offering program raised \$6.6 million \$27.9 million through the issuance of 0.7 million 3.9 million shares of our common stock.
- v. vi. We converted \$8.0 million our remaining \$11.0 million of senior unsecured convertible notes, including accrued interest through August 2025 with 1,459,293 1,840,729 shares of our Company common stock. We converted \$0.8 million of accrued interest with 122,605 also issued 249,271 shares of our Company's Company's common stock. stock as additional value to the holders for converting.

b. Power & Coal

- i. Power production was 0.8 million MWh for the quarter, an increase of 0.2 million from Q4 2023.
- ii. We initiated a Reorganization Plan in our Coal Operations designed to increase margins and adjust to current market conditions. Our production was 1.3 million tons for the quarter, 0.1 million less than Q4 2023. Approximately 0.3 million tons of that production were shipped to the Merom Power Plant in Q1 2024.

III. Solid ForwardSales Position - Segment Basis, Before Intercompany Eliminations (unaudited)

	2024	2025	2026	2027	2028	2029	To
Power							
<u>Energy.</u>							
Contracted MWh (in millions)	1.60	1.90	1.83	1.78	1.09	0.27	
Contracted price per MWh	\$ 37.02	\$ 36.06	\$ 55.37	\$ 54.65	\$ 52.98	\$ 51.00	
Contracted revenue (in millions)	\$ 59.23	\$ 68.51	\$ 101.33	\$ 97.28	\$ 57.75	\$ 13.77	\$
% Energy Sold*	27 %	32 %	31 %	30 %	18 %	5 %	
<u>Capacity.</u>							
Average monthly contracted capacity	818	801	744	623	454	100	
% Capacity Contracted**	106 %	82 %	77 %	64 %	47 %	10 %	
Average contracted capacity price per MWd	\$ 209	\$ 198	\$ 230	\$ 226	\$ 225	\$ 230	
Contracted capacity revenue (in millions)	\$ 47.01	\$ 57.89	\$ 62.46	\$ 51.39	\$ 37.39	\$ 3.47	\$
<u>Total Energy & Capacity Revenue</u>							
Contracted Power Revenue (in millions)	\$ 106.24	\$ 126.40	\$ 163.79	\$ 148.67	\$ 95.14	\$ 17.24	\$
Contracted Power Revenue per MWh*	\$ 44.39	\$ 47.76	\$ 68.96	\$ 68.00	\$ 66.31	\$ 56.62	

2024 average cost per MWh was \$31.88 for the three months ended March 31, 2024 (\$30.41 assuming intercompany sales of coal were sold at cost)

2024 Power Capex Budget (in millions) excluding ELG requirements

\$ 18.00

Coal

Priced tons - 3rd party (in millions)	2.48	1.78	0.50	0.50	—	—
Average price per ton - 3rd party	\$ 50.65	\$ 50.04	\$ 55.50	\$ 55.50	\$ —	\$ —
Priced tons (in millions) - Hallador Power	1.20	2.30	2.30	2.30	2.30	—
Average price per ton - Hallador Power	\$ 51.00	\$ 51.00	\$ 51.00	\$ 51.00	\$ 51.00	\$ —
Contracted coal revenue (in millions)	\$ 186.81	\$ 206.37	\$ 145.05	\$ 145.05	\$ 117.30	\$ —
% Priced	82 %	91 %	62 %	62 %	51 %	0 %
Committed & unpriced tons (in millions) - 3rd party	—	1.00	1.00	1.00	—	—
Committed & unpriced tons (in millions) - Hallador Power	—	—	—	—	—	—
Total contracted tons (in millions)	3.68	5.08	3.80	3.80	2.30	—
% Coal Sold*	82 %	113 %	84 %	84 %	51 %	0 %

Average cost per ton of coal was \$53.38 for the three months ended March 31, 2024

2024 Coal Capex Budget (in millions)

\$ 25.00

TOTAL CONTRACTED REVENUE (IN MILLIONS) \$ 293.05 \$ 332.77 \$ 308.84 \$ 293.72 \$ 212.44 \$ 17.24 \$ 1.00

*Based on coal production capacity of 4.5 million tons and 6.0 million MWh annually.

**Based on a MISO accreditation of 769 MW per day through 2024, up to 971 MW per day for 2025. Accreditations are adjusted annually based on 3-year rolling performance metrics.

	2024	2025	2026	2027	2028	2029	Total
Power							
<u>Energy</u>							
Contracted MWh (in millions)	1.75	2.48	1.83	1.78	1.09	0.27	9.20
Average contracted price per MWh	\$ 36.22	\$ 35.70	\$ 55.37	\$ 54.65	\$ 52.98	\$ 51.00	
Contracted revenue (in millions)	\$ 63.39	\$ 88.54	\$ 101.33	\$ 97.28	\$ 57.75	\$ 13.77	\$ 422.06
<u>Capacity</u>							
Average daily contracted capacity MWh	772	801	744	623	454	100	
Average contracted capacity price per MWd	\$ 207	\$ 198	\$ 230	\$ 226	\$ 225	\$ 230	
Contracted capacity revenue (in millions)	\$ 29.40	\$ 57.89	\$ 62.46	\$ 51.39	\$ 37.39	\$ 3.47	\$ 242.00
<u>Total Energy & Capacity Revenue</u>							
Contracted Power revenue (in millions)	\$ 92.79	\$ 146.43	\$ 163.79	\$ 148.67	\$ 95.14	\$ 17.24	\$ 664.06
<u>Coal</u>							
Priced tons - 3rd party (in millions)	1.26	1.78	0.50	0.50	—	—	4.04
Avg price per ton - 3rd party	\$ 50.08	\$ 50.04	\$ 55.50	\$ 55.50	\$ —	\$ —	

Contracted coal revenue - 3rd party (in millions)	\$ 63.10	\$ 89.07	\$ 27.75	\$ 27.75	\$ —	\$ —	\$ 207.67
Committed and unpriced tons - 3rd party (in millions)	—	1	1	1	—	—	3
Total contracted tons - 3rd party (in millions)	1.26	2.78	1.50	1.50	—	—	7.04
TOTAL CONTRACTED REVENUE (IN MILLIONS) - CONSOLIDATED	\$ 155.89	\$ 235.50	\$ 191.54	\$ 176.42	\$ 95.14	\$ 17.24	\$ 871.73
Priced tons - Merom (in millions)	0.60	2.30	2.30	2.30	2.30	—	9.80
Avg price per ton - Merom	\$ 51.00	\$ 51.00	\$ 51.00	\$ 51.00	\$ 51.00	\$ —	
Contracted coal revenue - Merom (in millions)	\$ 30.60	\$ 117.30	\$ 117.30	\$ 117.30	\$ 117.30	\$ —	\$ 499.80
TOTAL CONTRACTED REVENUE (IN MILLIONS) - SEGMENT	\$ 186.49	\$ 352.80	\$ 308.84	\$ 293.72	\$ 212.44	\$ 17.24	\$ 1,371.53

LIQUIDITY AND CAPITAL RESOURCES

I. Liquidity and Capital Resources

- a. As set forth in our condensed consolidated statements of cash flows, cash provided by operations was ~~\$16.4 million~~ ~~\$39.9 million~~ and ~~\$26.1 million~~ ~~\$44.2 million~~ for the ~~three~~ ~~six~~ months ended ~~March 31, 2024~~ ~~June 30, 2024~~ and 2023, respectively.
 - i. Operating margins for electric, which we define as operating revenues less operating expenses on a segment basis, were \$21.1 million. Operating margins were \$22.1 million on a consolidated basis.
 - ii. Operating margins from coal sales, which we define as coal sales less operating expenses, were \$1.2 million on a segment basis, during the first three months of 2024, down from \$28.9 million during the first three months of 2023. Tons shipped in the first three months of 2024 to the Merom Power Plant were sold at break-even, however due to timing of the usage of the coal in the Plant, we had negative operating margins of \$1.2 million which were eliminated in consolidation.
 1. Our operating margins from coal sales were \$1.02 per ton on a segment basis in the first three months of 2024 compared to \$17.07 in the first three months of 2023.
 2. We shipped 1.2 million tons of coal in the first three months of 2024, with 0.3 million tons of that being shipped to the Merom Power Plant.
- b. Our projected electric capital expenditure budget for the remainder of 2024 is ~~\$11.8 million~~ ~~\$6.5 million~~. Our projected coal operations capital expenditure budget for the remainder of 2024 is ~~\$16.3 million~~, of which approximately one-half is anticipated for maintenance ~~capex~~, ~~\$8.8 million~~.
- c. We paid down bank debt of ~~\$14.5 million~~ ~~\$46.0 million~~ in the first ~~three months~~ ~~half~~ of 2024. As of ~~March 31, 2024~~ ~~June 30, 2024~~, our bank debt was ~~\$77.0 million~~ ~~\$45.5 million~~.
- d. In March of 2024, we issued unsecured promissory notes, having a 12-month maturity date and 12% per annum interest rate to related parties affiliated with certain members of our Board of Directors. The primary purpose of this issuance was to support liquidity and accelerate strategic initiatives.
- e. We expect cash from operations generated primarily to fund our capital expenditures and our debt service. As of ~~March 31, 2024~~ ~~June 30, 2024~~, we also had an additional borrowing capacity of ~~\$37.9 million~~ ~~\$54.4 million~~.

II. Material Off-Balance Sheet Arrangements

- a. Other than our surety bonds for reclamation, we have no material off-balance sheet arrangements. We have recorded the present value of reclamation obligations of ~~\$16.4 million~~ ~~\$16.9 million~~, including ~~\$5.4 million~~ ~~\$5.5 million~~ at Merom, presented as asset retirement obligations ("ARO") and accounts payable and accrued liabilities in our accompanying condensed consolidated balance sheets. In the event we are not able to perform reclamation, we have surety bonds in place totaling ~~\$37.5 million~~ ~~\$30.8 million~~ to cover ARO.

CAPITAL EXPENDITURES (capex)

For the first **three** **six** months of 2024, capex was **\$14.9** **\$28.0** million allocated as follows (in millions):

Oaktown – maintenance capex	\$	5.7	\$ 14.1
Oaktown – investment		3.0	2.1
Freelandville Mine		—	—
Merom Plant		6.2	11.5
Other		—	0.3
Capex per the Condensed Consolidated Statements of Cash Flows	\$	14.9	\$ 28.0

RESULTS OF OPERATIONS

Presentation of Segment Information

Our operations are divided into two primary reportable segments: Electric Operations and Coal Operations. The remainder of our operations, which are not significant enough on a stand-alone basis to warrant treatment as an operating segment, are presented as "Corporate and Other and Eliminations" within the Notes to the Condensed Consolidated Financial Statements and primarily are comprised of unallocated corporate costs and activities, including a 50% interest in Sunrise Energy, LLC, a private gas exploration company with operations in Indiana, which we account for using the equity method, and our wholly-owned subsidiary Summit Terminal LLC, a logistics transport facility located on the Ohio River.

Electric Operations

	Three Months Ended March 31,	
	2024	2023
	(in thousands)	
OPERATING REVENUES:	\$ 58,912	\$ 92,494
EXPENSES:		
Operating expenses	37,799	67,682
Depreciation, depletion and amortization	4,697	4,675
Asset retirement obligations accretion	111	153
General and administrative	1,058	1,279
Total operating expenses	43,665	73,789
INCOME FROM OPERATIONS	\$ 15,247	\$ 18,705

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	(in thousands)		(in thousands)	
Delivered Energy	\$ 39,973	\$ 53,862	\$ 86,955	\$ 130,284
Capacity	16,873	17,155	28,646	33,125
Other	174	86	331	188
OPERATING REVENUES:	57,020	71,103	115,932	163,597
EXPENSES:				
Fuel	22,485	42,972	46,920	96,380
Other operating and maintenance costs	14,183	5,439	19,782	10,913
Utilities	143	116	225	219
Labor	7,160	7,469	14,843	16,166
Depreciation, depletion and amortization	4,698	4,675	9,395	9,350
Asset retirement obligations accretion	113	156	224	309

General and administrative	1,450	1,020	2,508	2,299
Total operating expenses	50,232	61,847	93,897	135,636
INCOME FROM OPERATIONS	\$ 6,788	\$ 9,256	\$ 22,035	\$ 27,961

	Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023
	(per MWh)		(per MWh)	
MWh Sold	780	1,043	1,596	2,305
Delivered Energy	\$ 51.25	\$ 51.64	\$ 54.48	\$ 56.52
Capacity	21.63	16.41	17.95	14.37
Other	0.22	0.08	0.21	0.08
OPERATING REVENUES:	73.10	68.13	72.64	70.97
EXPENSES:				
Fuel	28.83	41.20	29.40	41.81
Other operating and maintenance costs	18.18	5.21	12.39	4.73
Utilities	0.18	0.11	0.14	0.10
Labor	9.18	7.16	9.30	7.01
Depreciation, depletion and amortization	6.02	4.48	5.89	4.06
Asset retirement obligations accretion	0.14	0.15	0.14	0.13
General and administrative	1.86	0.98	1.57	1.00
Total operating expenses	64.39	59.29	58.83	58.84
INCOME FROM OPERATIONS:	\$ 8.71	\$ 8.84	\$ 13.81	\$ 12.13

2024 vs. 2023 (second quarter)

Operating revenues from electric operations decreased \$33.6 million \$14.1 million, or 19.8%, compared to the second quarter of 2023 due to approximately 60% of total Energy hours at the Merom Hub being priced below our production cost at our Merom Facility, low Electric Power demand due to a mild 2024 spring and summer, and higher demand for Gas as Gas prices averaged \$2.08 per MBtu during the second quarter of 2024 compared to \$2.16 per MBtu during the second quarter of 2023.

Fuel decreased \$20.5 million, or 36% 47.7%, compared to the second quarter of 2023 due to lower coal usage and energy production as a result of weakened demand for electricity. Electric production decreased by 263,000 MWh, or 25.2%, from the second quarter of 2023. We were also able to acquire third-party coal at prices below our production costs for coal, further reducing our fuel expense during the quarter.

Other operating and maintenance costs increased \$8.7 million, or 160.8%, compared to the second quarter of 2023 primarily due to the planned maintenance outage which resulted in \$6.8 million in additional costs for the period.

Income from operations decreased \$2.5 million, or 26.7%, and decreased \$0.13 per MWh, from the three months ended June 30, 2023. The main drivers of this change in income from operations are described in the discussion above.

2024 vs. 2023 (first six months)

Operating revenues from electric operations decreased \$47.7 million, or 29.1%, compared to the first quarter half of 2023 due to reduced production of power as a result of MISO pricing that was lower than our cost to produce at times during the period, low Power demand due to a mild winter 2024 spring and decreased natural gas prices. summer, and higher demand for Gas as Gas prices during the spring season of 2024 (March through May) averaged \$1.74 per MBtu compared to \$2.21 per MBtu in the spring season of 2023.

Operating expenses Fuel decreased \$29.9 million \$49.5 million, or 44% 51.3%, compared to the first quarter half of 2023 due to a decrease in lower coal usage and production as well as costs related to the coal purchase agreement signed with Hoosier related to the Merom Acquisition in 2022. The coal purchase agreement included fixed prices which were below market prices at the date we entered into the agreement. As a result of the below-market contract, there were \$17.8 million in additional operating expenses for coal purchased as a result of amortizing the contract asset during weakened demand. Production decreased by 709,000 MWh, or 30.8%, from the first quarter six months of 2023. Gas average spot prices were down \$0.30 per MMBtu decreasing the demand for Electric Power.

Quarterly electric sales Other operating and cost data (in thousands, except maintenance costs increased \$8.9 million, or 81.3%, compared to the first half of 2023 primarily due to the planned maintenance outage which resulted in \$6.6 million in additional costs for the period.

Income from operations decreased \$5.9 million, or 21.2%, and increased \$1.68 per MWh, data from the six months ended June 30, 2023. The main drivers of this change in income from operations are provided below. Fixed costs described in the table are considered "non-GAAP" and are a component of operating expenses, the most comparable GAAP measure. We consider fixed costs to be costs associated with the plant whether or not the plant is in operation. discussion above.

	1st 2024	1st 2023
MWh sold	816	1,262
Capacity revenue	\$ 11,773	\$ 15,970
Delivered energy and PPA revenue	46,982	76,422
Total electric sales	58,755	92,392
Less amortization of contract liability	(12,788)	(33,347)
Total electric sales less amortization of contract liability	\$ 45,967	\$ 59,045
Average price/MWh of delivered energy and PPA revenue less amortization of contract liability	\$ 41.90	\$ 34.13
Operating expenses (on a segment basis)	\$ 37,799	\$ 67,682
Less fixed costs	(11,782)	(12,807)
Less amortization of contract asset	—	(17,778)
Operating expenses less fixed costs and amortization of contract asset	\$ 26,017	\$ 37,097
Average variable cost/MWh of operating expenses less fixed costs and amortization of contract asset	\$ 31.88	\$ 29.40
Energy and PPA margin less fixed costs and amortization of contract asset and liabilities	\$ 8,177	\$ 5,978
Energy and PPA margin/MWh less fixed costs amortization of contract asset and liabilities	\$ 10.02	\$ 4.74

Coal Operations

	Three Months Ended March 31,		Three Months Ended June 30,		Six Months Ended June 30,	
	2024	2023	2024	2023	2024	2023
	(in thousands)		(in thousands)		(in thousands)	
OPERATING REVENUES:	\$ 66,870	\$ 95,273	\$ 46,429	\$ 113,098	\$ 113,299	\$ 208,371
EXPENSES:						
Operating expenses	64,803	65,700				
Fuel			750	1,610	1,985	4,175
Other operating and maintenance costs			21,597	36,275	53,388	63,182
Utilities			3,253	4,226	7,545	8,620
Labor			19,395	29,059	46,880	60,893
Depreciation, depletion and amortization	10,728	13,275	8,930	12,466	19,658	25,741
Asset retirement obligations accretion	288	298	286	305	574	603
Exploration costs	70	206	47	305	117	511
General and administrative	2,438	2,706	3,492	2,489	5,930	5,195
Total operating expenses	78,327	82,185	57,750	86,735	136,077	168,920
(LOSS) INCOME FROM OPERATIONS	\$ (11,457)	\$ 13,088	\$ (11,321)	\$ 26,363	\$ (22,778)	\$ 39,451
INCOME (LOSS) FROM OPERATIONS						
			Three Months Ended June 30,		Six Months Ended June 30,	
			2024	2023	2024	2023
			(per ton)		(per ton)	
Tons Sold			849	1,714	2,063	3,407
OPERATING REVENUES:			\$ 54.69	\$ 65.98	\$ 54.92	\$ 61.16
EXPENSES:						

Fuel	0.88	0.94	0.96	1.23
Other operating and maintenance costs	25.44	21.16	25.88	18.54
Utilities	3.83	2.47	3.66	2.53
Labor	22.84	16.95	22.72	17.87
Depreciation, depletion and amortization	10.52	7.27	9.53	7.56
Asset retirement obligations accretion	0.34	0.18	0.28	0.18
Exploration costs	0.06	0.18	0.06	0.15
General and administrative	4.11	1.45	2.87	1.52
Total operating expenses	68.02	50.60	65.96	49.58
INCOME (LOSS) FROM OPERATIONS:	\$ (13.33)	\$ 15.38	\$ (11.04)	\$ 11.58

2024 vs. 2023 (second quarter)

Operating Segment operating revenues from coal operations decreased \$28.4 million \$66.7 million, or 30% 58.9%, from the first second quarter of 2023 2023. Consolidated operating revenues from coal operations decreased \$56.0 million, or 63%, from the second quarter of 2023. These declines were due to reductions in volume and average sales price for our coal. Our average sales price, on a segment basis, decreased \$1.48 \$11.29 per ton and we sold 0.5 million 0.9 million tons less compared to the first second quarter of 2023. Our average sales price on a consolidated basis decreased \$7.21 per ton and we sold 0.8 million tons less compared to the second quarter of 2023. Operating revenues for the first second quarter of 2024 include \$16.4 million \$12.9 million in sales to the Merom plant which were eliminated in the consolidation.

Operating expenses increased by \$14.57 per ton sold over Other operating and maintenance costs decreased \$14.7 million, or 40.5%, and labor decreased \$9.7 million, or 33.3%, from the first second quarter of 2023. This increase was due to one-time termination benefits of \$1.1 million related to These changes were driven by the Reorganization Plan disclosed in "Note "Item 1. Note 16 — Organizational Restructuring" to the Condensed Consolidated Financial Statements, Statements. During the addition of the higher-cost Prosperity surface mine, poor temporary mining conditions at Oaktown, second quarter 2024, we produced 0.4 million tons less than first quarter 2024, we reduced production days from 7 days to 5 days and continued significant inflationary pressures that have continued to elevate the costs, further reduced our coal employee headcount by 130 employees.

Depreciation, depletion, and amortization decreased \$2.5 million \$3.5 million, or 19% 28.4%, from the first second quarter of 2023 due to decreases in coal production and the remaining useful lives of the mine development assets.

Income (loss) from operations decreased \$37.7 million, or 142.9%, and decreased \$28.71 per ton, from the three months ended June 30, 2023. The main drivers of this change in income (loss) from operations are described in the discussion above.

2024 vs. 2023 (first six months)

Segment operating revenues from coal operations decreased \$95.1 million, or 45.6%, from the first half of 2023. Consolidated operating revenues from coal operations decreased \$100.8 million, or 55%, from the first half of 2023. These declines were due to reductions in volume and average sales price for our coal. Our average sales price, on a segment basis, decreased \$6.24 per ton and we sold 1.3 million tons less compared to the first six months of 2023. Our average sales price, on a consolidated basis, for the six months ended 2024, decreased \$3.11 per ton and we sold 1.6 million tons less compared to the first six months of 2023.

Other operating and maintenance costs decreased \$9.8 million, or 15.5%, and labor decreased \$14.0 million, or 23.0%, from the first six months of 2023. These changes were driven by the Reorganization Plan disclosed in "Item 1. Note 16 — Organizational Restructuring" to the Condensed Consolidated Financial Statements. During the first six months of 2024, we produced 1.6 million tons less on a segment basis than first six months of 2023, we went from 5 mines producing to 2 mines producing and further reduced our coal employee headcount by 339 employees.

Depreciation, depletion, and amortization decreased \$6.1 million, or 23.6%, from the first half of 2023 due to decreases in coal production and the remaining useful lives of the mine development assets.

Income (loss) from operations decreased \$62.2 million, or 157.7%, and decreased \$22.62 per ton, from the six months ended June 30, 2023. The main drivers of this change in income from operations are described in the discussion above.

Quarterly coal sales and cost data on a segment basis are as follows (in thousands, except per ton data and wash plant recovery percentage):

All Mines	2nd 2023	3rd 2023	4th 2023	1st 2024	T4Qs	3rd 2023	4th 2023	1st 2024	2nd 2024	T4Qs
Tons produced	1,723	1,594	1,331	1,271	5,919	1,594	1,331	1,271	889	5,085
Tons sold	1,714	2,054	1,461	1,214	6,443	2,054	1,461	1,214	849	5,578
Coal sales	\$ 112,171	\$ 134,400	\$ 91,714	\$ 66,036	\$ 404,321					
Average price per ton	\$ 65.44	\$ 65.43	\$ 62.77	\$ 54.40	\$ 62.75					
Wash plant recovery in %	67%	65%	62%	60%		65%	62%	60%	59%	

Operating costs	\$	71,168	\$	95,592	\$	78,581	\$	64,803	\$	310,144
Average cost per ton	\$	41.52	\$	46.54	\$	53.79	\$	53.38	\$	48.14
Margin	\$	41,003	\$	38,808	\$	13,133	\$	1,233	\$	94,177
Margin per ton	\$	23.92	\$	18.89	\$	8.99	\$	1.02	\$	14.62
Capex	\$	14,445	\$	11,570	\$	17,867	\$	8,632	\$	52,514
Maintenance capex	\$	9,754	\$	7,938	\$	13,567	\$	8,085	\$	39,344
Maintenance capex per ton	\$	5.69	\$	3.86	\$	9.29	\$	6.66	\$	6.11

All Mines	2nd 2022	3rd 2022	4th 2022	1st 2023	T4Qs	3rd 2022	4th 2022	1st 2023	2nd 2023	T4Qs
Tons produced	1,762	1,663	1,721	2,006	7,152	1,663	1,721	2,006	1,723	7,113
Tons sold	1,595	1,705	1,664	1,693	6,657	1,705	1,664	1,693	1,714	6,776
Coal sales	\$ 64,161	\$ 83,563	\$ 84,641	\$ 94,602	\$ 326,967					
Average price per ton	\$ 40.23	\$ 49.01	\$ 50.87	\$ 55.88	\$ 49.12					
Wash plant recovery in %	71 %	69 %	68 %	70 %		69 %	68 %	70 %	67 %	
Operating costs	\$ 50,776	\$ 63,876	\$ 67,319	\$ 65,700	\$ 247,671					
Average cost per ton	\$ 31.83	\$ 37.46	\$ 40.46	\$ 38.81	\$ 37.20					
Margin	\$ 13,385	\$ 19,687	\$ 17,322	\$ 28,902	\$ 79,296					
Margin per ton	\$ 8.39	\$ 11.55	\$ 10.41	\$ 17.07	\$ 11.91					
Capex	\$ 13,821	\$ 15,096	\$ 12,368	\$ 12,639	\$ 53,924	\$ 15,096	\$ 12,368	\$ 12,639	\$ 14,445	\$ 54,548
Maintenance capex	\$ 7,600	\$ 6,625	\$ 5,748	\$ 7,778	\$ 27,751	\$ 6,625	\$ 5,748	\$ 7,778	\$ 9,754	\$ 29,905
Maintenance capex per ton	\$ 4.76	\$ 3.89	\$ 3.45	\$ 4.59	\$ 4.17	\$ 3.89	\$ 3.45	\$ 4.59	\$ 5.69	\$ 4.41

Presentation of Consolidated Information

EARNINGS (LOSS) PER SHARE

	3rd 2023	4th 2023	1st 2024	2nd 2024
Basic	\$ 0.49	\$ (0.31)	\$ (0.05)	\$ (0.27)
Diluted	\$ 0.44	\$ (0.31)	\$ (0.05)	\$ (0.27)

	2nd 2023	3rd 2023	4th 2023	1st 2024
Basic	\$ 0.51	\$ 0.49	\$ (0.31)	\$ (0.05)
Diluted	\$ 0.47	\$ 0.44	\$ (0.31)	\$ (0.05)
	2nd 2022	3rd 2022	4th 2022	1st 2023
Basic	\$ (0.11)	\$ 0.05	\$ 0.91	\$ 0.67
Diluted	\$ (0.11)	\$ 0.05	\$ 0.83	\$ 0.61
	3rd 2022	4th 2022	1st 2023	2nd 2023
Basic	\$ 0.05	\$ 0.91	\$ 0.67	\$ 0.51
Diluted	\$ 0.05	\$ 0.83	\$ 0.61	\$ 0.47

INCOME TAXES

Our effective tax rate (ETR) is estimated at ~~-26%~~ ~~-23%~~ and ~~-13%~~ ~~-11%~~ for the ~~three~~ ~~six~~ months ended ~~March 31, 2024~~ ~~June 30, 2024~~, and 2023, respectively. For the ~~three~~ ~~six~~ months ended ~~March 31, 2024~~ ~~June 30, 2024~~, we recorded income taxes using an estimated annual effective tax rate based upon projected annual income, forecasted permanent tax differences, discrete items, and statutory rates in states in which we operate. Our ETR differs from the statutory rate due primarily to statutory depletion in excess of tax basis and changes in the valuation allowance. The deduction for statutory percentage depletion does not necessarily change proportionately to changes in income (loss) before income taxes.

RESTRICTED STOCK GRANTS

See "Item 1. Financial Statements - [Note 9, 9 - Stock Compensation Plans](#)" for a discussion of RSUs.

CRITICAL ACCOUNTING ESTIMATES

We believe that the estimates of coal reserves, asset retirement obligation liabilities, deferred tax accounts, valuation of inventory, and the estimates used in impairment analysis are our critical accounting estimates.

The reserve estimates are used in the depreciation, depletion, and amortization calculations and our internal cash flow projections. If these estimates turn out to be materially under or over-stated, our depreciation, depletion and amortization expense and impairment test may be affected. The process of estimating reserves is complex, requiring significant judgment in the evaluation of all available geological, geophysical, engineering and economic data. The reserve estimates are prepared by professional engineers, both internal and external, and are subject to change over time as more data becomes available. Changes in the reserves estimates from the prior year were nominal.

SMCRA and similar state statutes require, among other things, that surface disturbance be restored in accordance with specified standards and approved reclamation plans. SMCRA requires us to restore affected surface areas to approximate the original contours as contemporaneously as practicable with the completion of surface mining operations. Federal law and some states impose on mine operators the responsibility for replacing certain water supplies damaged by mining operations and repairing or compensating for damage to certain structures occurring on the surface as a result of mine subsidence, a consequence of longwall mining and possibly other mining operations.

Obligations are reflected at the present value of their future cash flows. We reflect accretion of the obligations for the period from the date they are incurred through the date they are extinguished. The ARO assets are amortized using the units-of-production method over estimated recoverable (proven and probable) reserves. We use credit-adjusted risk-free discount rates ranging from 7% to 10% to discount the obligation, inflation rates anticipated during the time to reclamation, and cost estimates prepared by its engineers inclusive of market risk premiums. Activities include reclamation of pit and support acreage at surface mines, sealing portals at underground mines, and reclamation of refuse areas and slurry ponds.

Accretion expense is recognized on the obligation through the expected settlement date. On at least an annual basis, we review our entire reclamation liability and make necessary adjustments for permit changes as granted by state authorities, changes in the timing and extent of reclamation activities, and revisions to cost estimates and productivity assumptions, to reflect current experience. Any difference between the recorded amount of the liability and the actual cost of reclamation will be recognized as a gain or loss when the obligation is settled.

We have analyzed our filing positions in all of the federal and state jurisdictions where we are required to file income tax returns, as well as all open tax years in these jurisdictions. We identified our federal tax return and our Indiana state tax return as “major” tax jurisdictions. We believe that our income tax filing positions and deductions would be sustained on audit and do not anticipate any adjustments that will result in a material change to our consolidated financial position. We have not taken any significant uncertain tax positions, and our tax provisions and returns are prepared by a large public accounting firm with significant experience in energy related industries. Changes to the estimates from reported amounts in the prior year were not significant.

Inventory is valued at a lower of cost or net realizable value (NRV). Anticipated utilization of low sulfur, higher-cost coal from our Freelandville, and Prosperity mines has the potential to create NRV adjustments as our estimated needs change. The NRV adjustments are subject to change as our costs may fluctuate due to higher or lower production and our NRV may fluctuate based on sales contracts we enter into from time to time. **There were no significant changes to our As of June 30, 2024, and December 31, 2023, coal inventory includes NRV adjustment estimates from the prior year. adjustments of \$0.9 million and \$2.0 million, respectively.**

Long-lived assets used in operations are depreciated and assessed for impairment annually or whenever changes in facts and circumstances indicate a possible significant deterioration in future cash flows is expected to be generated by an asset group. For impairment assessments, management groups individual assets based on a judgmental assessment of the lowest level for which there are identifiable cash flows that are largely independent of the cash flows of other groups of assets. The determination of the lowest level of cash flows is largely based on nature of production, common infrastructure, common sales points, common regulation and management oversight to make such determinations. These determinations could impact the determination and measurement of a potential asset impairment. Management evaluates assets for impairment through an established process in which changes to significant assumptions such as prices, volumes and future development plans are reviewed. If, upon review, the sum of the undiscounted pre-tax cash flows is less than the carrying value of the asset group, the carrying value is written down to estimated fair value. Because there usually is a lack of quoted market prices for long-lived assets, the fair value of impaired assets is typically determined based on the present values of expected future cash flows using discount rates believed to be consistent with those used by principal market participants. The expected future cash flows used for impairment reviews and related fair value calculations are typically based on judgmental assessments of future volumes, commodity prices, operating costs and capital investment plans, considering all available information at the date of review. Changes to any of the market-based assumptions can significantly affect estimates of undiscounted and discounted pre-tax cash flows and impact the recognition and amount of impairments.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

No material changes from the disclosure in our [2023 Annual Report on Form 10-K](#).

ITEM 4. CONTROLS AND PROCEDURES

DISCLOSURE CONTROLS

We maintain a system of disclosure controls and procedures that are designed for the purpose of ensuring that information required to be disclosed in our SEC reports is recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms and that such information is accumulated and communicated to our CEO and CFO and as appropriate to allow timely decisions regarding required disclosure.

As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our CEO and CFO of the effectiveness of the design and operation of our disclosure controls and procedures. Based on that evaluation, our CEO and CFO concluded that our disclosure controls and procedures are effective.

There have been no changes to our internal control over financial reporting during the quarter ended **March 31, 2024** **June 30, 2024**, that materially affected or are reasonably likely to materially affect our internal control over financial reporting.

PART II - OTHER INFORMATION

ITEM 4. MINE SAFETY DISCLOSURES

See [Exhibit 95.1](#) to this Form 10-Q for a listing of our mine safety violations.

ITEM 6. EXHIBITS

Exhibit No.	Document
10.1	Separation Agreement and General Release (Lawrence D. Martin)
31.1	SOX 302 Certification - Chief Executive Officer
31.2	SOX 302 Certification - Chief Financial Officer
32	SOX 906 Certification
95.1	Mine Safety Disclosures
101.INS	Inline XBRL Instance Document
101.SCH	Inline XBRL Schema Document
101.CAL	Inline XBRL Calculation Linkbase Document
101.LAB	Inline XBRL Labels Linkbase Document
101.PRE	Inline XBRL Presentation Linkbase Document
101.DEF	Inline XBRL Definition Linkbase Document
104	Cover Page Interactive Data File (embedded with the Inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

HALLADOR ENERGY COMPANY

SEPARATION AGREEMENT AND GENERAL RELEASE

This Separation Agreement, General Release and Acknowledgement of Continuing Obligations Regarding Confidentiality (this "Agreement") is between Lawrence D. Martin ("Employee") and Hallador Energy Company ("Company"). As used in this Agreement, "Company" shall mean Company and its parents, partners, direct and indirect subsidiaries, predecessors, assigns and affiliates. The parties desire to conclude Employee's separation from employment with Company in an amicable way and outline conditions for which separation compensation may be paid.

1. Separation Date. Employee acknowledges and agrees that his employment as the Chief Financial Officer with Company terminated on April 10, 2024 (the "Separation Date"). Employee acknowledges and agrees that he has been paid for all compensation, bonuses and wages due to him through the Separation Date. Employee acknowledges and agrees that, except as outlined in Section 2, below, he is not entitled to any other bonus, wages, salary, reimbursement, benefit, interest or other amounts or opportunities from Company. Employee agrees that he is not entitled to any stock or RSU grants in 2024 or after and that except as outlined in 2(a) (ii) below, Employee shall not have any right or entitlement to any unvested stock or RSU grants. Employee further agrees that any bonus due in relation to work performed in 2023 or 2024 has been paid and/or is included in the Separation Benefits outlined in Section 2., below, and no separate payment shall be due.

2. Separation Benefits.

a. In exchange for the promises and commitments made by Employee in this Agreement, and provided Employee signs and returns this Agreement to Company within the time period specified in Section 14 and does not revoke this Agreement as set forth in Section 15, Company agrees to provide the following to Employee in lieu of any benefits otherwise due and owing or alleged to be due and owing pursuant to any other agreements, including without limitation compensation plans, severance agreements, 2023 or 2024 bonus payments or RSU vesting schedules and/or plans: (i) a one-time payment of Nine Hundred and Sixty Thousand Dollars (\$960,000), less applicable withholdings and other required deductions which will be paid to you within fifteen (15) days after the effective date (as defined below); and (ii) any RSU grants from 2022 that remained unvested as of April 1, 2024 shall accelerate and vest as of April 30, 2024 pursuant to the terms of the RSU Agreement between Company and Employee.

b. Subject to Employee's continued employment and good faith efforts of at least four (4) days per week, through and including August 6, 2024 ("Transition Period"), Company shall provide to Employee (i) for any weeks worked during the Transition Period, a weekly paycheck calculated from an annualized base salary of Four Hundred Thousand Dollars (\$400,000), all less applicable withholdings and other required deductions; and (ii) healthcare, dental and vision benefits pursuant to Employee's elections during the Transition Period; and (iii) other insurance elections made by Employee pursuant to the Company's benefit plans. Benefits provided to Section 2(b)(ii) and 2(b)(iii) shall be at Employee's cost in accordance with the premium costs applicable to other employees enrolled in any such plans and payments and deductions pursuant to 2(b)(i), 2(b)(ii) and 2(b)(iii) shall occur consistent with Company's standard payroll procedures during the Transition Period; and

c. At the conclusion of the Transition Period and provided that Employee has (i) satisfied his obligations pursuant to Section 2(b), above; and (ii) signs and returns a release substantially similar to this Agreement to Company within the time period specified in Section 14 and does not revoke such release as set forth in Section 15, Company will provide a one-time retention payment of One Hundred Thousand Dollars (\$100,000), less applicable withholdings and other required deductions which will be paid to you within fifteen (15) days after the effective date (as defined below) of the release to be executed following completion of the Transition Period.

d. All benefits previously applicable to Employee, including without limitation, an annual bonus, RSU grants and any other benefits under any retention plans or severance agreements previously adopted by Company and not specifically described in Section 2(b), shall cease on the Separation Date. All benefits specifically described in Section 2(b) shall continue following the Separation Date and shall cease at the conclusion of the Transition Period, subject to Employee satisfying his obligations pursuant to Section 2(b). Employee acknowledges and agrees that during the Transition Period, he will not be party to any compensation plans or other agreements based on title, position or other factors and his compensation and benefits is governed solely by the terms of this Agreement.

3. (a) Release of Claims. In exchange for the promises and commitments of Company in this Agreement, Employee agrees that he, on behalf of himself and each of his heirs, executors, administrators, personal representatives, successors, and assigns, fully and forever generally releases all of his legal rights and claims, if any, against Company and its parents, partners, direct and indirect subsidiaries, predecessors, successors, assigns, affiliates and related entities, including each of their affiliates, and each of their respective officers, directors, employees, attorneys, insurers, volunteers, representatives and agents (collectively, the "Released Parties"), of any nature, including, but not limited to, any claims related to his employment with Company and separation therefrom. Employee agrees that this Section 3 of the Agreement is intended to be a broad release in favor of the Released Parties, to include all actual or potential claims that Employee may have against any of the Released Parties, except as specifically provided otherwise in this Agreement. In particular, Employee agrees that he, on behalf of himself and each of his heirs, executors, administrators, personal representatives, successors, and assigns, fully and forever generally releases all of his rights and claims against the Released Parties, whether or not presently known to him, including future legal rights and claims, if based in whole or in part on acts or omissions occurring before the Effective Date (as defined below), including, without limitation, any claims in any way relating to his employment with Company or his separation from employment with Company, except for his rights to the benefits expressly provided for in this Agreement. Employee agrees that the legal

rights and claims that he is giving up include, but are not limited to, his rights, if any, under all state and federal statutes that protect him from discrimination in employment on the basis of sex, race, national origin, religion, disability and age, and any other form of employment discrimination, such as Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act (except for claims arising after the execution of this Agreement), and any state employment discrimination act applicable to his employment with Company, expressly including but not limited to any claims arising under the Colorado Anti-Discrimination Act (C.R.S. §§ 24-34-301, et seq.), the Colorado Civil Rights Act, the Colorado Civil Rights Commission Regulations (3 C.C.R. 708-1), the Colorado Equal Pay Law, the Colorado Whistleblower law, the Colorado Wage Act (C.R.S. §§ 8-4-101, et seq.) and the Minimum Wage Orders, all other common law rights and claims, such as breach of contract, express or implied, tort, whether negligent or intentional, wrongful discharge, retaliation and any claim for fraud, omission or misrepresentation concerning the terms of this Agreement and the benefits provided to Employee as set forth in this Agreement; claims for lost or unpaid wages, overtime, meal and rest period penalties, waiting time penalties, commissions, medical expenses, deferred compensation, any and all types of bonuses, severance compensation, distributions, expense reimbursement, medical expenses, payout of accrued leave or paid time off, and any other benefits or compensation; claims related to stock options or equity or ownership interest; claims related to paid sick leave under any Company policy or federal, state or local law or regulation; claims arising out of any and all employee handbooks, policy and procedure manuals, pension plans, benefit plans, and other policies and practices of the Company from the time of Employee's initial employment or other affiliation to the present; and claims related to any tangible or intangible property that remains with the Released Parties. Employee further agrees that he is giving up any and all claims for further compensation, and for costs and expenses, including but not limited to attorneys' fees and other legal expenses that he may have, except as specifically provided for in this Agreement. The release set forth in this Section 3 does not affect Employee's right to file a charge (including a challenge to the validity of this release) with the Equal Employment Opportunity Commission or participate before the Equal Employment Opportunity Commission or any state civil rights agency; however, Employee is waiving the right to recover damages and attorneys' fees from such a proceeding.

(b) Release of Known and Unknown Claims. Employee acknowledges that there is a risk that after the execution of this Release, he will incur or suffer damage, loss or injury to person or property that is in some way caused by or connected with his employment or other affiliation with the Company and the termination thereof, but that is unknown or unanticipated at the time Employee executes this Release. Employee specifically assumes that risk, and Employee agrees that this Release applies to all unknown or unanticipated claims that he may have against the Released Parties and all matters caused by or connected with his employment or other affiliation with the Company and the termination thereof, as well as those claims currently known or anticipated. Employee fully understands that he is releasing both known and unknown claims. However, he is not waiving any rights or claims that may arise out of acts or events that occur after the Effective Date or any other claims that cannot, by law, be released.

4. Covenant Not to Sue. Without limiting anything contained elsewhere in this Agreement, Employee hereby covenants not to, directly or indirectly, bring any claim, suit or action arising out of, related to, or in respect of the claims released pursuant to Section 3. Employee agrees that if he brings any kind of legal claim that he has given up by signing this Agreement against one or more of the Released Parties (except a suit to invalidate the waiver provisions under the Age Discrimination in Employment Act or the Older Workers Benefit Protection Act), then he will be violating this Agreement, will be in breach of this Agreement and he must pay all legal fees, other costs and expenses incurred by Company or any of its affiliates in defending against such claim and in accordance with Section 11, below, shall forfeit and/or repay any amounts paid or to be paid pursuant to this Agreement or any other agreement providing for compensation.

5. Proprietary Information Obligations. Employee acknowledges that through the course of his employment, he has received, created or been made aware of sensitive, proprietary and confidential information related to Company, its operations, strategy, future plans and its employees. Employee acknowledges and agrees that following his separation of employment from Company, Employee will refrain from any unauthorized use or disclosure of Company's proprietary or confidential information or materials. Employee acknowledges his continuing obligations under law, including regulations of the Securities and Exchange Commission and other government agencies regulating the management and disclosure of material and/or non-public information related to the Company and its operations. In addition, Employee acknowledges that he is bound by any applicable state, federal or common-law trade secret protection laws. Employee acknowledges that he cannot be held criminally or civilly liable under any federal or state trade secret law for the disclosure of information that is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding if such filing is made under seal. In the event that Employee files a lawsuit for retaliation by Company for reporting a suspected violation of law, Employee may disclose otherwise confidential information to his attorney and use otherwise confidential information in the court proceeding, provided that any document containing the confidential information is filed under seal and provided that Employee does not disclose confidential information except pursuant to court order.

6. Return of Company Property; Representations. Employee represents and warrants that except as otherwise agreed, he has returned or at the conclusion of the Transition Period, will return to Company all documents, books, manuals, drawings, writings, computer records, files, laptops, cell phones, disks, flash drives, other electronic storage information devices, building and office access cards, parking hangtag(s), other employment related materials provided to Employee and other tangible Company property in his possession or under her control (including all copies) that he procured during or in connection with his employment with Company as well as all documents, records, memoranda, notes, and similar repositories of or containers of proprietary information, and all summaries, excerpts and compilations thereof, in whatever form or format (including information on computers, thumb drives, memory sticks, jump drives, external hard drives, disks, and other external storage devices). As a further condition to receiving the benefits, Employee confirms that he has deleted, or will promptly delete, on a permanent basis any and all Company proprietary information from all of his personal computer(s), personal electronic devices, personal accounts (including email accounts), storage media, and electronic devices, including but not limited to hard drives on personal computers, external hard drives, Smartphones, cell phones, voicemail, file storing accounts and personal email accounts. Employee acknowledges that all such material is solely the property of Company, and he has no right, title or interest in or to such materials. Employee further agrees to provide Company, on or before the date he signs this Agreement, with any and all passwords, codes, administrative access, contact information, and other information in his possession with respect to work performed for Company. He also will cooperate with Company in effectuating the transition to Company ownership and control of social media accounts set up and/or maintained

for the benefit of Company. Employee agrees to refrain from representing after the Separation Date that he is a current employee or agent of Company, including but not limited to promptly updating his resume and any online profile he may maintain, such as LinkedIn, to reflect his status as a former employee.

7. **Non-Disparagement.** Employee represents that he has not and agrees that he will not communicate or cause to be communicated to any third party any disparaging statements regarding Company, its products or any of its employees, directors, officers, owners or founders, except for truthful testimony in connection with any judicial, administrative or arbitral proceeding. Employee understands that nothing in this Release is intended to preclude him from testifying truthfully under oath pursuant to a lawfully-issued subpoena or engaging in any other legally-protected disclosure activity. Company agrees that it will not make any disparaging remarks about Employee or his employment with Company to any third parties and agrees to provide no worse than a neutral employment reference if contacted by potential employers in the future. Nothing in this Agreement should be construed to interfere with, restrain, or coerce Employee in the exercise of his rights to discuss the terms and conditions of his employment or engage in other concerted activities as guaranteed by Section 7 of the National Labor Relations Act.

8. **Cooperation.** Employee agrees to fully and truthfully cooperate in the investigation by Company or its representatives of any issues, and the defense of any claims by, against or otherwise involving any of the Released Parties, that might arise that could involve Employee or information within his knowledge as a further condition to receiving the benefits, regardless of whether he personally is named in the action, without any additional compensation for his cooperation other than reimbursement of reasonable costs related to such cooperation. Employee agrees to immediately notify Company upon receipt of any court order, subpoena, any other legal procedure, or any request or inquiry (whether formal or informal) relating to Company, including those that seek or might require the disclosure of any confidential or proprietary information (including information related to this Agreement) (regardless of the form, each is referred to as a "Request for Information"). Employee agrees promptly to provide to Company a copy of any such Request for Information (and, if verbal, a summary of the Request for Information with all relevant details). Employee agrees to cooperate with Company in responding to any Request for Information and in protecting the continued confidentiality of confidential and proprietary information, without further compensation other than reimbursement of his reasonable expenses related to such cooperation. Employee also agrees that if he receives notice of any claim or investigation relating to any of the Released Parties, or if he is advised by a third party that he intends to or may file or initiate, or has filed or initiated, a claim or investigation, Employee will advise Company verbally and in writing within three (3) calendar days of such notice or request.

9. **Value of Benefits.** Employee agrees that the benefits he is accepting by signing this Agreement have value to him, that he would not be entitled to them without signing this Agreement, and that he will receive the benefits in exchange for the benefit to Company from Employee signing and fully complying with this Agreement.

10. **Other Compensation or Benefits.** Employee agrees that the only benefits, including, without limitation, the payments set forth in Section 2, he is to receive by signing this Agreement are those benefits expressly provided for in this Agreement, and that in signing this Agreement he did not rely on any information, oral or written, from anyone, including a manager, officer or director of Company, other than the information contained in this Agreement. Employee acknowledges and affirms that he has suffered no workplace injuries, nor is he suffering from any known occupational diseases as a result of his employment or separation therefrom.

11. **Effect of Breach.** In addition to any other rights that may be available to Company at law or in equity, in the event of a breach of any covenants or undertakings set forth in this Agreement by Employee, including without limitation the covenant not to sue as set forth in Section 4 of this Agreement, Company, in its sole and absolute discretion, may cease making the payments provided to Employee under Section 2 of this Agreement until such time as any such breach has been cured by Employee (but only to the extent that such breach is capable of being cured) and in such case, only to the extent that such breach has been cured, and may recoup any benefits already provided to Employee.

12. **Successors and Assigns.** Employee represents that he has not previously assigned or transferred any of the legal rights and claims that he has given up by signing this Agreement, and he agrees that this Agreement also binds all persons who might assert a legal right or claim on his behalf, such as his successors, heirs, personal representatives and assigns, now and in the future, and that this Agreement inures to the benefit of Company's successors and assigns.

13. **Confidentiality Regarding Agreement.** The parties hereto agree to keep confidential the fact of the existence of this Agreement and its contents, the fact that a separation payment was made or other severance benefits were provided to Employee, and the amount of the separation payment or type of benefits, except Employee may provide such information (i) to his tax, financial and/or legal advisors, if any; (ii) his spouse, if applicable and (iii) to the extent such disclosure may be necessary to enforce this Agreement or as otherwise required by law. Employee expressly acknowledges that this Section 13 prevents him from disclosing to any current or former employee of Company the fact of this Agreement's existence and any information related to the terms of this Agreement.

14. **WAIVER OF AGE DISCRIMINATION CLAIMS.** EMPLOYEE AGREES THAT BY SIGNING THIS AGREEMENT, HE IS GIVING UP, AMONG OTHER THINGS, THE RIGHT TO SUE COMPANY FOR AGE DISCRIMINATION UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT (THE "ADEA") AS AMENDED BY THE OLDER WORKERS BENEFIT PROTECTION ACT (THE "OWBPA") AND ANY RELATED STATE LAWS. EMPLOYEE HAS UP TO TWENTY ONE (21) CALENDAR DAYS IN WHICH TO CONSIDER WHETHER TO SIGN THIS AGREEMENT. EMPLOYEE ACKNOWLEDGES AND AGREES THAT IF HE SIGNS THIS AGREEMENT, HE HAS ENTERED INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY. EMPLOYEE ACKNOWLEDGES AND AGREES THAT IF HE SIGNS THIS AGREEMENT BEFORE THE END OF THE TWENTY ONE (21) DAY PERIOD, IT WILL BE HIS PERSONAL, VOLUNTARY DECISION TO DO SO AND HE HAS NOT BEEN PRESSURED TO MAKE A DECISION SOONER. TO ACCEPT THE AGREEMENT, EMPLOYEE MUST SUBMIT A SIGNED AND DATED COPY OF IT BY ADOBE SIGN, HAND-DELIVERY OR BY MAIL TO RYAN MCMANIS, CHIEF LEGAL OFFICER, HALLADOR ENERGY COMPANY, 858 W. HAPPY CANYON ROAD, CASTLE ROCK, COLORADO 80108. IF EMPLOYEE FAILS TO SIGN AND RETURN THIS AGREEMENT AS SPECIFIED IN THIS PARAGRAPH, NO PORTION OF THIS AGREEMENT WILL BE BINDING UPON COMPANY.

15. **Revocation Period.** Employee has the right to revoke this Agreement for any reason and in his sole judgment provided his letter of revocation is received by Company within seven (7) calendar days after Employee signs it. To revoke this Agreement, Employee must send a written letter by certified mail, return receipt requested to RYAN MCMANIS, CHIEF LEGAL OFFICER, HALLA DOR ENERGY COMPANY, 858 W. HAPPY CANYON ROAD, CASTLE ROCK,

COLORADO 80108. If Employee revokes this Agreement, he will not be entitled to the compensation or benefits described in Section 2. Furthermore, no part of this Agreement will be binding on Employee or on Company until this seven (7) day period has expired without Employee revoking this Agreement and Employee will not receive any separation payment until after the seven (7) day revocation period has expired. If Company does not receive Employee's written statement of revocation by the end of the revocation period, then this Agreement will become legally enforceable and neither Employee nor Company may thereafter revoke this Agreement. The eighth (8th) day after Employee executes this Agreement will be the "Effective Date."

16. **LEGAL REVIEW OF AGREEMENT.** EMPLOYEE AGREES THAT HE HAS BEEN ADVISED AND HAS HAD THE OPPORTUNITY TO REVIEW THIS AGREEMENT WITH LEGAL COUNSEL OF HIS OWN CHOOSING AND HAS HAD THE RIGHT AND OPPORTUNITY TO CONSULT WITH AN ATTORNEY CONCERNING THE MEANING AND EFFECT OF THE TERMS OF THIS AGREEMENT. COMPANY WILL NOT COVER THE COST OF ANY SUCH LEGAL REVIEW. NO PAYMENTS DUE TO BE MADE TO EMPLOYEE IN THIS AGREEMENT WILL BE MADE UNLESS OR UNTIL THIS AGREEMENT IS SIGNED BY EMPLOYEE AND RETURNED TO COMPANY WITHIN THE TIME LIMIT SET FORTH IN SECTION 14 WITHOUT EMPLOYEE THEREAFTER REVOKING THE AGREEMENT WITHIN THE TIME LIMIT SET FORTH IN SECTION 15.

17. **No Admissions of Liability.** This Agreement shall not, under any circumstances, constitute evidence of or an admission by any party as to the validity, nature or extent of any claims or evidence as to such party's positions, claims or defenses, it being the express intent of the parties to resolve all past and present disputes between them in view of the desirability of concluding and compromising any disputed claims.

18. **Taxation: Section 409A.** In no event does Company guarantee any particular tax consequences, outcome or tax liability to Employee. No provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A") from Employee or any other individual to Company or its affiliates, and each party hereto shall be solely responsible for their portion of any taxes, interest or penalties that may be owed to any local, state or federal taxing authority as a result of the payments described in this Agreement. The Separation Pay and Supplemental Severance payments under Section 2 of this Agreement are each intended to constitute a "short-term deferral" within the meaning of Treas. Reg. Section 1.409A-1(b)(4) and be exempt from the requirements of Section 409A, and this Agreement will be construed and administered in accordance with such intent. Each installment payment payable hereunder shall be deemed to be a separate payment for purposes of Section 409A. In the event Company determines that any compensation or benefit payable hereunder may be subject to or violate applicable requirements of Section 409A, Company (without any obligation to do so or obligation to indemnify Employee for any failure to do so) may adopt, without the consent of Employee, such amendments to this Agreement or take any other actions that Company in its sole discretion determines are necessary or appropriate for such compensation or benefit to either (a) be exempt from the requirements of Section 409A or (b) comply with the requirements of Section 409A. All expenses or other reimbursements paid pursuant to this Agreement that are taxable income to Employee will in no event be paid later than the end of the calendar year next following the calendar year in which Employee incurs such expense. With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A, (i) the right to payment or reimbursement or in-kind benefits shall not be subject to liquidation or exchange for any other benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year, provided that the foregoing clause (ii) shall not be violated by any lifetime and other annual limits provided under Company's health plans and (iii) such payments shall be made on or before the last day of Employee's taxable year following the taxable year in which the expense occurred.

19. **Miscellaneous.** The parties hereto agree that: (a) this Agreement constitutes the entire agreement between Employee and Company, without regard to any other oral or written information that any party to this Agreement may have received about this Agreement, and this Agreement replaces and supersedes all previous agreements and representations between Employee and Company (other than as set forth in Section 5 and this Section 19); (b) if any part of this Agreement is declared to be unenforceable, that part shall be modified to the minimum extent necessary to render it enforceable, and if it cannot be so modified, it shall be severed, and all other provisions of this Agreement shall remain enforceable; (c) this Agreement shall be governed by federal law and by the internal law of the State of Colorado, irrespective of the choice of law rules of any jurisdiction; (d) this Agreement shall not be amended except by an instrument in writing signed by the party against whom enforcement of any amendment is sought; (e) each party hereto has carefully read this Agreement, understands its contents and has voluntarily chosen to sign it; (f) this Agreement may be executed and delivered in two or more counterparts, each of which, when so executed and delivered, including by facsimile or other electronic transmission, shall be an original, but such counterparts together shall constitute but one and the same instrument; (g) the headings in this Agreement are for convenience only and shall not control the meaning of this Agreement; (h) all references in this Agreement to a "Section" shall be a reference to a Section of this Agreement unless otherwise specified; and (i) in case at any time after the date of this Agreement any further actions are necessary or desirable to carry out the purposes of this Agreement, Employee shall take such further actions (including, without limitation, the execution and delivery of such further instruments and documents and the cooperation with Company and each of its affiliates and their respective counsel in the contest or defense of, and provide such testimony and access to his books and records as shall be necessary in connection with the contest or defense of, any proceeding) as Company or any of its affiliates may reasonably request.

ACKNOWLEDGMENT

Your signature below acknowledges that you have read this document fully, that you fully understand and agree to its contents and effect, that you understand that it is a legally binding document, and that you are mentally and physically competent and capable of reading, understanding and signing this Agreement, and that you have signed this document voluntarily and of your own free will, and not as a result of any pressure, coercion or duress.

Signed: /s/Lawrence D. Martin

Employee

Print name: Lawrence D. Martin

Date: 4/10/2024

Hallador Energy Company

By: /s/Ryan McManis

Name: Ryan McManis

Title: Chief Legal Officer

Date: April 10, 2024

Exhibit 31.1

CERTIFICATION

I, Brent K. Bilsland, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Hallador Energy Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

May August 7, 2024

/s/ BRENT K. BILSLAND

Brent K. Bilsland, Chairman, President and CEO

Exhibit 31.2

CERTIFICATION

I, Marjorie Hargrave, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Hallador Energy Company;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent function):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

May August 7, 2024

/s/ MARJORIE HARGRAVE

Marjorie Hargrave, CFO

Exhibit 32

CERTIFICATION PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with this Quarterly Report (the "Report"), of Hallador Energy Company (the "Company"), on Form 10-Q for the period ended March 31, June 30, 2024 as filed with the Securities and Exchange Commission on the date hereof the undersigned, in the capacities and date indicated below, each hereby certifies pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

May August 7, 2024

By: /s/ BRENT K. BILSLAND

Brent K. Bilsland, Chairman, President and CEO

By: /s/ MARJORIE HARGRAVE

Marjorie Hargrave, CFO

Exhibit 95.1

MINE SAFETY DISCLOSURES

Our principles at Sunrise Coal LLC are safety, honesty, and compliance. We firmly believe that these values compose a dedicated workforce and with that, come high production. The core to this is our strong training programs that include accident prevention, workplace inspection and examination, emergency response and compliance. We work with the Federal and State regulatory agencies to help eliminate safety and health hazards from our workplace and increase safety and compliance awareness throughout the mining industry.

We are regulated by the Mine Safety and Health Administration ("MSHA") under the Federal Mine Safety and Health Act of 1977 ("Mine Act"). MSHA inspects our mines on a regular basis and issues various citations and orders when it believes a violation has occurred under the Mine Act. We present information below regarding certain violations which MSHA has issued with respect to our mines. While assessing this information please consider that the number and cost of violations will vary depending on the MSHA inspector and can be contested and appealed, and in that process, are often reduced in severity and amount, and are sometimes dismissed.

The disclosures listed below are provided pursuant to the Dodd-Frank Act. We believe that the following disclosures comply with the requirements of the Dodd-Frank Act; however, it is possible that future SEC rule making may require disclosures to be filed in a different format than the following.

The table that follows **outline outlines** required disclosures and citations/orders issued to us by MSHA during the **1st Quarter 2nd quarter** 2024. The citations and orders outlined below may differ from MSHA's data retrieval system due to timing, special assessed citations, and other factors.

Definitions:

Section 104(a) Significant and Substantial Citations "S&S": An alleged violation of a mining safety or health standard or regulation where there exists a reasonable likelihood that the hazard outlined will result in an injury or illness of a serious nature.

Section 104(b) Orders: Failure to abate a 104(a) citation within the period of time prescribed by MSHA. The result of which is an order of immediate withdraw of non-essential persons from the affected area until MSHA determines the violation has been corrected.

Section 104(d) Citations and Orders: An alleged unwarrantable failure to comply with mandatory health and safety standards.

Section 107(a) Orders: An order of **withdraw withdrawal** for situations where MSHA has determined that an imminent danger exists.

Section 110(b)(2) Violations: An alleged flagrant violation issued by MSHA under section 110(b)(2) of the Mine Act.

Pattern or Potential Pattern of Violations: A pattern of violations of mandatory health or safety standards that are of such a nature as could have significantly and substantially contributed to the cause and effect of coal mine health or safety hazards under section 104(e) of the Mine Act or a potential to have such a pattern.

Contest of Citations, Orders, or Proposed Penalties: A contest proceeding may be filed with the Commission by the operator or miners/miner's representative to challenge the issuance or penalty of a citation or order issued by MSHA.

MSHA Federal Mine ID# 's:

12-02465 – Carlisle Preparation Plant
12-02460 – Ace in the Hole Mine
12-02394 – Oaktown Fuels No. 1
12-02418 – Oaktown Fuels No. 2
12-02462 – Oaktown Fuels Preparation Plant
12-02249 – Prosperity Mine
12-02339 - Freelandville East, Center Pit Mine

Mine ID#	1st Quarter 2024						2nd Quarter 2024				
	Section 104(a) Citations	Section 104(b) Orders	Section 104(d) Citations/Orders	Section 107(a) Orders	Section 110(b)(2) Violations	Proposed MSHA Assessments (In thousands)	Section 104(a) Citations	Section 104(b) Orders	Section 104(d) Citations/Orders	Section 107(a) Orders	Section 110(b)(2) Violations
12-02465	—	—	—	—	—	\$ —	—	—	—	—	—
12-02394	22	—	—	—	—	\$ 19.30	37	—	—	—	—
12-02418	5	—	—	—	—	\$ 8.70	2	—	—	—	—
12-02462	—	—	—	—	—	\$ —	—	—	—	—	—
12-02249	—	—	—	—	—	\$ —	—	—	—	—	—
12-02339	—	—	—	—	—	\$ —	—	—	—	—	—
Mine ID#	Section 104(e) Notice Yes/No	Section 104(e) POV Yes/No	Mining Related Fatalities	Legal Actions Pending	Legal Actions Initiated	Legal Actions Resolved	Section 104(e) Notice Yes/No	Section 104(e) POV Yes/No	Mining Related Fatalities	Legal Actions Pending	Legal Actions Initiated
12-02465	No	No	—	—	—	—	No	No	—	—	—
12-02394	No	No	—	1	—	1	No	No	—	—	—
12-02418	No	No	—	1	—	—	No	No	—	1	—
12-02462	No	No	—	—	—	—	No	No	—	—	—
12-02249	No	No	—	—	—	—	No	No	—	—	—
12-02339	No	No	—	—	—	—	No	No	—	—	—

	Contest of	Contest	Complaints	Complaints	Applications	Appeals of		Contest of	Contest	Complaints	Complaints	Application
	Citations/ Orders	of Penalties	of Compensation	of Discharge/ Discrimination	of Temp. Relief	Decisions/ Orders		Citations/ Orders	of Penalties	of Compensation	of Discharge/ Discrimination	of Temp. Relief
Mine ID#												
12- 02465	—	—	—	—	—	—		—	—	—	—	
12- 02460	—	—	—	—	—	—		—	—	—	—	
12- 02394	—	—	—	—	—	—		—	—	—	—	
12- 02418	—	—	—	—	—	—		—	—	—	—	
12- 02462	—	—	—	—	—	—		—	—	—	—	
12- 02249	—	—	—	—	—	—		—	—	—	—	
12- 02339	—	—	—	—	—	—		—	—	—	—	

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