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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF MISSOURI

In re:	)	
	)	Chapter 11
	)	
ARMSTRONG ENERGY, INC., et al.,	)	Case No. 17-47541-659
	)	
Debtors.	)	Jointly Administered
	)	

FIRST AMENDED DISCLOSURE STATEMENT FOR
THE DEBTORS' FIRST AMENDED JOINT CHAPTER 11 PLAN

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THIS DISCLOSURE STATEMENT CONTAINS, AMONG OTHER THINGS, SUMMARIES OF THE PLAN, CERTAIN STATUTORY PROVISIONS, AND CERTAIN EVENTS IN THE CHAPTER 11 CASES. ALTHOUGH THE DEBTORS BELIEVE THAT THESE SUMMARIES ARE FAIR AND ACCURATE, THESE SUMMARIES ARE QUALIFIED IN THEIR ENTIRETY TO THE EXTENT THAT THEY DO NOT SET FORTH THE ENTIRE TEXT OF SUCH DOCUMENTS OR STATUTORY PROVISIONS OR EVERY DETAIL OF SUCH EVENTS. IN THE EVENT OF ANY INCONSISTENCY OR DISCREPANCY BETWEEN A DESCRIPTION IN THIS DISCLOSURE STATEMENT AND THE TERMS AND PROVISIONS OF THE PLAN OR ANY OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE, THE PLAN OR SUCH OTHER DOCUMENTS WILL GOVERN FOR ALL PURPOSES. FACTUAL INFORMATION CONTAINED IN THIS DISCLOSURE STATEMENT HAS BEEN PROVIDED BY THE DEBTORS' MANAGEMENT OR THIRD-PARTY ADVISORS EXCEPT WHERE OTHERWISE SPECIFICALLY NOTED. THE DEBTORS DO NOT REPRESENT OR WARRANT THAT THE INFORMATION CONTAINED HEREIN OR ATTACHED HERETO IS WITHOUT ANY MATERIAL INACCURACY OR OMISSION.

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THIS DISCLOSURE STATEMENT WAS NOT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE AUTHORITY AND NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS DISCLOSURE STATEMENT OR UPON THE MERITS OF THE PLAN.

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THE DEBTORS HAVE NOT AUTHORIZED ANY ENTITY TO GIVE ANY INFORMATION ABOUT OR CONCERNING THE PLAN OTHER THAN THAT WHICH IS CONTAINED IN THIS DISCLOSURE STATEMENT. THE DEBTORS HAVE NOT AUTHORIZED ANY REPRESENTATIONS CONCERNING THE DEBTORS OR THE VALUE OF THEIR PROPERTY OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT.

IF THE PLAN IS CONFIRMED BY THE BANKRUPTCY COURT, AND THE EFFECTIVE DATE OCCURS, ALL HOLDERS OF CLAIMS AND INTERESTS (INCLUDING THOSE HOLDERS OF CLAIMS WHO DO NOT SUBMIT BALLOTS TO ACCEPT OR REJECT THE PLAN, OR WHO ARE NOT ENTITLED TO VOTE ON THE PLAN) WILL BE BOUND BY THE TERMS OF THE PLAN AND THE TRANSACTIONS CONTEMPLATED THEREBY.

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ARTICLE I. INTRODUCTION¹

The Debtors submit this disclosure statement (this “Disclosure Statement”) pursuant to section 1125 of the Bankruptcy Code to Holders of Claims against and Interests in the Debtors in connection with the solicitation of acceptances with respect to the *Debtors’ First Amended Joint Chapter 11 Plan* (as may be amended, supplemented or modified from time to time, the “Plan”), dated December 1, 2017.² A copy of the Plan is attached hereto as **Exhibit A** and incorporated herein by reference. The Plan constitutes a separate chapter 11 plan for each of the Debtors.

THE PLAN, IF CONSUMMATED, WILL EFFECTUATE THE TERMS OF THE SALE TRANSACTION. THE PLAN AND THE TRANSACTIONS EFFECTUATED THEREIN ARE SUPPORTED BY THE DEBTORS’ PRIMARY STAKEHOLDERS: THE SUPPORTING SENIOR NOTEHOLDERS, THOROUGHbred RESOURCES, L.P. (“THOROUGHbred”), FOR ITSELF AND ON BEHALF OF ITS AFFILIATES AND SUBSIDIARIES, AND RHINO RESOURCE PARTNERS HOLDINGS LLC (“RRPH”). THE PLAN ALSO HAS THE SUPPORT OF KNIGHT HAWK HOLDINGS, LLC (“KNIGHT HAWK”), A CONTEMPLATED INVESTOR IN HOLDCO (AS DEFINED HEREIN) FOR PURPOSES OF CONSUMMATING THE SALE AND RELATED TRANSACTIONS CONTEMPLATED BY THE TRANSACTION AGREEMENT.

EACH OF THE DEBTORS’ BOARDS OF DIRECTORS OR SOLE MEMBER HAS APPROVED THE PLAN AND BELIEVES THE PLAN IS IN THE BEST INTERESTS OF THE DEBTORS’ ESTATES. AS SUCH, THE DEBTORS RECOMMEND THAT ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ACCEPT THE PLAN BY RETURNING THEIR BALLOTS (EACH, A “BALLOT”) SO AS TO BE ACTUALLY RECEIVED BY THE NOTICE AND SOLICITATION AGENT (AS DEFINED HEREIN) NO LATER THAN JANUARY 19, 2018, AT 4:00 P.M. (PREVAILING CENTRAL TIME). ASSUMING THE REQUISITE ACCEPTANCES TO THE PLAN ARE OBTAINED, THE DEBTORS WILL SEEK THE BANKRUPTCY COURT’S APPROVAL OF THE PLAN AT THE CONFIRMATION HEARING ON FEBRUARY 2, 2018, AT 11:00 A.M. (PREVAILING CENTRAL TIME).

THE DEBTORS BELIEVE THAT THE TRANSACTIONS CONTEMPLATED UNDER THE PLAN ARE FAIR AND EQUITABLE, MAXIMIZE THE VALUE OF THE DEBTORS’ ESTATES, AND PROVIDE THE BEST RECOVERY TO HOLDERS OF CLAIMS. ACCORDINGLY, THE DEBTORS BELIEVE THAT THE PLAN IS THE BEST AVAILABLE ALTERNATIVE FOR COMPLETING THE CHAPTER 11 CASES. THE DEBTORS STRONGLY RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.

A. *The Plan*

As more fully described below, the Debtors filed voluntary petitions for relief pursuant to chapter 11 on the Petition Date. The purpose of a chapter 11 bankruptcy case is to resolve the affairs of a debtor and distribute the proceeds of the debtor’s estate pursuant to a confirmed chapter 11 plan. To that end, the Debtors filed the Plan, the terms of which are more fully described herein. The Plan contemplates a transfer of substantially all of the Debtors’ assets to NewCo, one, or if designated by the Required Supporting Senior Noteholders and Knight Hawk, more than one newly created Delaware limited liability companies and a wholly-owned subsidiary of HoldCo, a newly created Delaware limited liability company and the equity interests of which shall be issued to the Senior Noteholders in

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Plan (as defined herein). If the Plan is not confirmed or the Effective Date does not occur, the Debtors reserve all of their rights regarding the Disclosure Statement and the Plan and any statement set forth in the Disclosure Statement and the Plan, as applicable. Furthermore, if the Plan is not confirmed or the Effective Date does not occur, nothing in the Disclosure Statement or the Plan shall be deemed an admission by the Debtors, and the Debtors reserve all such rights regarding the Disclosure Statement and the Plan and any statement set forth in the Disclosure Statement and the Plan, including, without limitation, all rights with respect to the consummation of the Sale Transaction contemplated herein.

² The summary of the Plan provided herein is qualified in its entirety by reference to the Plan. In the case of any inconsistency between this Disclosure Statement and the Plan, the Plan will govern.

satisfaction of certain of their funded indebtedness. The primary objective of the Plan is to maximize the value of recoveries to all Holders of Allowed Claims and to distribute all property of the Estates that is or becomes available for distribution, in each case, generally in accordance with the priorities established by the Bankruptcy Code. The Debtors believe that the Plan accomplishes this objective and is in the best interest of the Estates and therefore seek to confirm the Plan.

Generally speaking, the Plan: (a) provides for the full and final resolution of all funded debt obligations; (b) designates a Plan Administrator to (i) wind down the Debtors' businesses and affairs; (ii) pay and reconcile Claims as provided therein; and (iii) administer the Plan in an effective and efficient manner; (c) provides for 100 percent recoveries for Holders of Allowed Administrative Claims, Priority Tax Claims, Professional Fee Claims, and Other Secured Claims; (d) provides for the distribution of the proceeds of certain unencumbered assets to Holders of General Unsecured Claims; and (e) provides for the Sale Transaction (as defined below). The Debtors believe that Confirmation of the Plan will avoid the lengthy delay and significant cost of liquidation under chapter 7 of the Bankruptcy Code.

The Plan classifies Holders of Claims and Interests according to the type of the Holder's Claim or Interest, as more fully described below. Holders of Claims in Class 3 (Senior Notes Secured Claims), and Class 4 (General Unsecured Claims) are entitled to vote to accept or reject the Plan.

B. *The Plan Structure*

The Plan proposes to fund creditor recoveries from Cash on hand and the proceeds of a Sale Transaction pursuant to which the Debtors intend to transfer substantially all of the assets of the Estates. As set forth in more detail in Article V.B below, following a robust marketing process, on November 1, 2017, the Debtors, the Supporting Senior Noteholders, and Knight Hawk executed a transaction agreement (the "Transaction Agreement"), which contemplates the Sale Transaction. Although the Debtors will continue to market their assets on a postpetition basis, the Transaction Agreement represents a floor bid for the sale of the Debtors' assets. Subject to receiving a higher or otherwise better offer, the Debtors intend to consummate the Sale Transaction as contemplated under the Transaction Agreement and the Plan.

Pursuant to the Plan, the Debtors, Post-Effective Date Debtor, or Plan Administrator shall pay or provide for payments of Claims as follows:

- the Plan Administrator shall establish each of the Distribution Reserve Accounts (as defined in the Plan), which shall be used to make distributions in Cash to Holders of Allowed Claims pursuant to the terms of the Plan;
- Administrative Claims and prepetition Priority Claims (including Priority Tax Claims) will be paid in full upon emergence (or, in the case of Priority Tax Claims, treated in accordance with section 1129(a)(9)(C) of the Bankruptcy Code);
- Holders of Senior Notes Secured Claims will receive equity interests in HoldCo in satisfaction of \$90 million of their Secured Claims and will receive their *pro rata* share of the remaining collateral securing their claims, which the Debtors anticipate will primarily be Cash on hand;
- Other Secured Claims will be treated in such a manner that they are Unimpaired;
- Holders of General Unsecured Claims (including any Senior Notes Deficiency Claims) against each of the Debtors will receive their *pro rata* share of certain residual and unencumbered assets of the Debtors' estates after all senior Claims (including Adequate Protection Claims) have been satisfied; and
- existing Interests in the Debtors will be cancelled without any distribution to the Holders of such Interests.

The Debtors believe that the Plan is in the best interest of the Estates, including Holders of General Unsecured Claims, and urge such Holders to vote to accept the Plan.

C. *The Sale Transaction*

Consistent with the terms of the Restructuring Support Agreement dated as of October 5, 2017, by and among the Debtors, Knight Hawk, RRPH, Thoroughbred, and the Supporting Senior Noteholders (as may be modified, amended, or supplemented from time to time in accordance with the terms thereof, the “RSA”), the Plan and Sale Transaction as contemplated under the Transaction Agreement will be consummated on the Effective Date. Generally, the Transaction Agreement provides that:

- (a) Armstrong will create (i) a new holding company (“HoldCo”), a Delaware limited liability company, which shall be wholly owned by Armstrong, and (ii) one, or, if designated by Knight Hawk and the Required Supporting Senior Noteholders, more than one new Delaware limited liability companies (“NewCo”), which shall be wholly owned by HoldCo to which the Debtors will transfer substantially all of their assets (the “Transferred Assets”) and certain of their liabilities;
- (b) Senior Noteholders, in satisfaction of \$90 million of the Allowed Senior Notes Secured Claims, will acquire (i) 100 percent of the common equity in HoldCo (subject to dilution on account of common equity in HoldCo, if any, issued to Knight Hawk in connection with the Sale Transaction) and (ii) \$10 million in preferred equity of HoldCo (subject to dilution on account of the preferred equity in HoldCo issued to Knight Hawk in connection with the Sale Transaction); and
- (c) Knight Hawk, who will oversee the management of the day-to-day business of NewCo post-closing, will then receive a portion of the economic interests in HoldCo in exchange for (i) indirectly providing NewCo with the funding necessary to pay certain Cure Costs (including prepetition Cure Costs of Assumed Contracts, but excluding Debtor Cure Costs) associated with the assumption and assignment to NewCo of certain of the Debtors’ contracts and leases and other Effective Date obligations as set forth in the Transaction Agreement, (ii) paying to HoldCo the Cash value of certain prepaid expenses included in the Transferred Assets (not to exceed \$600,000), provided that such amount shall immediately thereafter be contributed to NewCo and immediately thereafter, be paid to Armstrong, and (iii) paying the amount of the Inventory Purchase Price (as defined in the Transaction Agreement) (collectively, (i) through (iii), the “Contribution”).

The Transferred Assets generally include: (a) all plants, property, equipment, investments and other non-current assets of the Debtors, but excluding surety bonds and any collateral securing surety bonds; (b) coal inventory at the lower of cost or market, paid in cash at closing; (c) all of the Debtors’ coal mining and related permits; (d) certain contracts and agreements of the Debtors acceptable to the Required Supporting Senior Noteholders and Knight Hawk (the “Assumed Contracts”); and (e) coal leases of the Debtors acceptable to the Required Supporting Senior Noteholders and Knight Hawk, subject to amendment or termination as further set forth in the Transaction Agreement (the “Assumed Leases”). The term “Assumed Leases” includes all Royalty Agreements, as amended. The Transferred Assets do not include certain assets of the Debtors, including, but not limited to, Cash, accounts receivable, and proceeds from the purchase of coal, all as further described in the Transaction Agreement (the “Excluded Assets”). NewCo also intends to hire certain non-officer Debtor employees as part of the Sale Transaction.

Pursuant to and in accordance with the Transaction Agreement, NewCo will make all payments on account of certain Assumed Liabilities (as defined herein), and NewCo will pay all NewCo Cure Costs (if any) required to be paid by NewCo, pursuant to sections 365 or 1123 of the Bankruptcy Code. In addition, NewCo or the Debtors, as applicable, will pay amounts due under all existing mineral right agreements between certain of the Debtors and Thoroughbred (the “Royalty Agreements”), as the same may be amended as contemplated by the RSA. For the avoidance of doubt, the “Royalty Agreements” do not include that certain Coal Mining Lease and Sublease, dated as of February 28, 2014, between Thoroughbred Resources, L.P., as lessor, and Thoroughfare Mining LLC, as lessee. Lastly, NewCo will assume all asset retirement obligations and reclamation liabilities in respect of the Transferred

Assets, including, but not limited to, those associated with the Debtors' coal mining and related permits, and future contract obligations under the Assumed Contracts (collectively, the "Assumed Liabilities").

At closing and in exchange for certain economic interests of HoldCo, Knight Hawk will make the Contribution. For the avoidance of doubt, NewCo or the Debtors, as applicable, shall cure all monetary defaults arising under the Royalty Agreements, in full in Cash upon or before closing.

Holders of the Senior Notes Secured Claims will receive \$10 million in preferred equity of HoldCo and an economic interest in HoldCo consistent with the terms of the RSA and as more fully described in the form of an operating agreement between Knight Hawk and the Supporting Senior Noteholders, a substantially final copy of which is available to the Senior Noteholders at <http://ir.armstrongenergyinc.com/Bondholder-Login>.

ARTICLE II. QUESTIONS AND ANSWERS REGARDING THIS DISCLOSURE STATEMENT

A. *What is Chapter 11?*

Chapter 11 is the principal business restructuring chapter of the Bankruptcy Code. In addition to permitting debtor rehabilitation, chapter 11 promotes equality of treatment for creditors and similarly situated equity interest holders, subject to the priority of distributions prescribed by the Bankruptcy Code.

The commencement of a chapter 11 case creates an estate that comprises all of the legal and equitable interests of the debtor as of the date the chapter 11 case is commenced. The Bankruptcy Code provides that the debtor may continue to operate its business and remain in possession of its property as a "debtor in possession."

A bankruptcy court's confirmation of a chapter 11 plan binds the debtor, any person acquiring property under the plan, any creditor or equity interest holder of the debtor, and any other entity as may be ordered by the bankruptcy court. Subject to certain limited exceptions, the order issued by a bankruptcy court confirming a plan provides for the treatment of the debtor's liabilities in accordance with the terms of the confirmed plan.

B. *Why are the Debtors sending me this Disclosure Statement?*

The Debtors are seeking to obtain Bankruptcy Court approval of the Plan. Before soliciting acceptances of the Plan, section 1125 of the Bankruptcy Code requires the Debtors to prepare a disclosure statement containing adequate information of a kind, and in sufficient detail, to enable a hypothetical reasonable investor to make an informed judgment regarding acceptance of the Plan. The Plan contemplates a sale of the Debtors' assets to NewCo, and this Disclosure Statement is being submitted to provide information about this transaction and related information concerning the Debtors, all in accordance with the requirements of the Bankruptcy Code.

C. *Am I entitled to vote on the Plan?*

Your ability to vote on, and your distribution under, the Plan, if any, depends on what type of Claim or Interest you hold (if any). Each category of Holders of Claims or Interests in Article III of the Plan pursuant to section 1122(a) of the Bankruptcy Code, is referred to as a "Class." Each Class's respective voting status is set forth below.

1. *Summary of Classification*

Class	Claims and Interests	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
3	Senior Notes Secured Claims	Impaired	Entitled to Vote

Class	Claims and Interests	Status	Voting Rights
4	General Unsecured Claims	Impaired	Entitled to Vote
5	Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
6	Interests in Armstrong	Impaired	Not Entitled to Vote (Deemed to Reject)
7	Intercompany Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
8	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)

D. What will I receive from the Debtors if the Plan is Consummated?

The following table provides a summary of the anticipated recovery to Holders of Allowed Claims and Interests under the Plan. Any estimates of Claims in this Disclosure Statement may vary from the final amounts Allowed by the Bankruptcy Court. Your ability to receive distributions under the Plan depends upon the ability of the Debtors to obtain Confirmation and meet the conditions necessary to consummate the Plan.

Class	Claim/Interest	Estimated Allowed Amount	Anticipated Recovery
1	Other Priority Claims	\$0	100%
2	Other Secured Claims ³	\$9,543,400	100%
3	Senior Notes Secured Claims ⁴	\$157,611,500	75–77%
4	General Unsecured Claims ⁵	\$124,097,700– 127,847,700	0–1%
5	Intercompany Claims	N/A	0%
6	Interests in Armstrong	N/A	0%
7	Intercompany Interests	N/A	0%
8	Section 510(b) Claims	N/A	0%

³ The projected amount of Allowed Other Secured Claims set forth herein assume that the value of the collateral securing certain capital leases is sufficient in amount to satisfy such Allowed Other Secured Claims in full.

⁴ The Debtors estimate that the Senior Notes Secured Claim is equal to approximately \$157.6 million, which is the Debtors' estimate of the sum of the Remaining Collateral as of the Petition Date and the \$90 million of Senior Notes Claims that will be satisfied in exchange for equity interests in HoldCo. For the avoidance of doubt, the Debtors estimate that the recovery on account of the Allowed Senior Notes Claims (approximately \$221.1 million) will range from approximately 53–55%.

⁵ The estimated amount of General Unsecured Claims includes the Senior Notes Deficiency Claim, which the Debtors estimate will range from \$99.1 million to \$102.8 million as of the Effective Date.

- E. *What will I receive from the Debtors if I hold an Allowed Administrative Claim or an Allowed Priority Tax Claim?*

In accordance with section 1123(a)(1) of the Bankruptcy Code, Administrative Claims and Priority Tax Claims have not been classified and, thus, are excluded from the Classes of Claims and Interests set forth in Article III of the Plan. Administrative Claims and Priority Tax Claims will be satisfied as set forth in Article II of the Plan.

- F. *If the Plan provides that I get a distribution, do I get it upon Confirmation or when the Plan goes effective, and what is meant by “Confirmation,” “Effective Date,” and “Consummation?”*

“Confirmation” of the Plan refers to approval of the Plan by the Bankruptcy Court. Confirmation of the Plan does not guarantee that you will receive the distribution indicated under the Plan. After Confirmation of the Plan by the Bankruptcy Court, there are conditions that need to be satisfied or waived so that the Plan can go effective. Initial distributions to Holders of Allowed Claims will only be made on the date the Plan becomes effective—the “Effective Date”—or as soon as practicable thereafter, as specified in the Plan. See “Confirmation of the Plan,” for a discussion of the conditions to Consummation of the Plan.

- G. *What are the sources of cash and other consideration required to fund the Plan?*

The Plan will be funded by the following sources of cash and consideration: (i) the HoldCo Equity; (ii) the Remaining Collateral; (iii) the Remaining Available Assets; (iv) the Priority Claims Reserve; (v) the Other Secured Claims Reserve; (vi) the GUC Reserve; (vii) the Debtors’ rights under the Transaction Agreement; and (viii) all Causes of Action not previously settled, released, or exculpated under the Plan, if any.

- H. *Who Supports the Plan?*

The Plan is supported by the Debtors, the Supporting Senior Noteholders, Thoroughbred, for itself and on behalf of its Affiliates and subsidiaries, and RRPH. The Plan also has the support of Knight Hawk, a contemplated investor in HoldCo, and indirectly, NewCo, for purposes of consummating the Sale Transaction contemplated by the Transaction Agreement.

- I. *Will there be releases and exculpation granted to parties in interest as part of the Plan?*

Yes, the Plan provides for releases and exculpation of the Debtors and other parties in interest as set forth in Article X of the Plan, including the Supporting Senior Noteholders, RRPH, the Senior Notes Trustee, Knight Hawk, Thoroughbred, and their respective Affiliates and representatives. In addition to the releases in favor of those parties and the other Released Parties, there is an injunction against bringing claims and causes of action that were released against the Released Parties.

- J. *What is the deadline to vote on the Plan?*

The Voting Deadline is January 19, 2018, at 4:00 p.m., prevailing Central Time.

- K. *How do I vote for or against the Plan?*

Detailed instructions regarding how to vote on the Plan are contained on the ballots distributed to Holders of Claims that are entitled to vote on the Plan. For your vote to be counted, you must complete, date, sign, and properly mail, courier, or personally deliver a paper ballot to the Notice and Solicitation Agent at Armstrong Energy, Inc., c/o Donlin, Recano & Company, Inc., 6201 15th Avenue, Brooklyn, New York 11219. **BALLOTS SENT BY FACSIMILE TRANSMISSION OR E-MAIL ARE NOT ALLOWED AND WILL NOT BE COUNTED.**

Ballots must be submitted so that the Notice and Solicitation Agent must **actually receive** physical original ballots, on or before January 19, 2018, at 4:00 p.m., prevailing Central Time, in order for your vote to be counted.

- L. *Why is the Bankruptcy Court holding a Confirmation Hearing, and when is the Confirmation Hearing set to occur?*

Section 1128 of the Bankruptcy Code requires the Bankruptcy Court to hold a hearing on confirmation of the Plan and recognizes that any party in interest may object to confirmation of the Plan.

The Bankruptcy Court has scheduled the Confirmation Hearing for February 2, 2018, at 11:00 a.m., prevailing Central Time. The Confirmation Hearing may be adjourned from time to time without further notice. At that time, the Bankruptcy Court will also consider whether to approve the Disclosure Statement on a final basis.

Objections to Confirmation of the Plan and Disclosure Statement must be filed and served on the Debtors, and certain other parties, by no later than January 19, 2018, at 4:00 p.m., prevailing Central Time, in accordance with the notice of the Confirmation Hearing that accompanies the Disclosure Statement Order.

The Debtors will publish the notice of the Confirmation Hearing, which will contain the deadline for objections to the Plan and the date and time of the Confirmation Hearing, in the *USA Today* (national edition) and the *St. Louis Post-Dispatch* to provide notification to those persons who may not receive notice by mail. The Debtors may also publish the notice of the Confirmation Hearing in such trade or other publications as the Debtors may choose.

- M. *What is the purpose of the Confirmation Hearing?*

The confirmation of a chapter 11 plan by a bankruptcy court binds the debtor, any issuer of securities under the chapter 11 plan, any person acquiring property under the chapter 11 plan, any creditor or equity interest holder of a debtor, and any other person or entity as may be ordered by the Bankruptcy Court in accordance with the applicable provisions of the Bankruptcy Code. Subject to certain limited exceptions, the order issued by the bankruptcy court confirming a chapter 11 plan discharges a debtor from any debt that arose before the confirmation of the chapter 11 plan and provides for the treatment of such debt in accordance with the terms of the confirmed chapter 11 plan.

- N. *What is the effect of the Plan on the Debtors' ongoing business?*

Subject to receiving a higher or otherwise better offer, upon consummation of the Plan, it is anticipated that substantially all of the Debtors' assets will be transferred to NewCo.

- O. *Who do I contact if I have additional questions with respect to this Disclosure Statement or the Plan?*

If you have any questions regarding this Disclosure Statement or the Plan, please contact the Debtors' notice and solicitation agent, Donlin, Recano & Company, Inc.:

By mail, hand delivery, or overnight mail at:
Armstrong Energy, Inc. c/o Donlin, Recano & Company, Inc.
6201 15th Avenue, Brooklyn, New York 11219

By electronic mail at:
DRCVote@DonlinRecano.com

By telephone at:
(866) 416-0556 (U.S. and Canada)
(212) 771-1128 (International)

Copies of the Plan, this Disclosure Statement and any other publicly filed documents in the Chapter 11 Cases are available upon written request to the Debtors' notice and solicitation agent at the address above or by downloading the exhibits and documents from the website of the Debtors' notice and solicitation agent at www.donlinrecano.com/armstrong (free of charge) or the Bankruptcy Court's website at www.moeb.uscourts.gov (for a fee).

P. *Do the Debtors recommend voting in favor of the Plan?*

Yes. The Debtors believe the Plan provides for a larger distribution to the Debtors' creditors than would otherwise result from any other available alternative. The Debtors believe the Plan, which contemplates a sale of substantially all of the Debtors' assets to NewCo, is in the best interest of all Holders of Claims, and that other alternatives fail to realize or recognize the value inherent under the Plan. As noted above, the Supporting Senior Noteholders, Thoroughbred, RRPB, and Knight Hawk support confirmation of the Plan.

ARTICLE III. BUSINESS DESCRIPTION AND BACKGROUND TO THE CHAPTER 11 CASES

A. *Corporate History*

1. *Formation and Business*

The Debtors are a producer of low chlorine, high sulfur thermal coal from the Illinois Basin, with both surface and underground mines. The Debtors market their coal primarily to investment-grade electric utility companies as fuel for their steam-powered generators. Based on 2016 production, the Debtors are the sixth largest producer in the Illinois Basin and the second largest in Western Kentucky. The Debtors were formed in 2006 to acquire and develop a large coal reserve holding.

Funds managed by Yorktown Partners LLC ("Yorktown") own over 98 percent of the equity interests in Thoroughbred and the Debtors, directly or indirectly, own the remaining interests. As of the Petition Date, Thoroughbred owned an interest in approximately 187 million tons of the Debtors' mineral reserves and leases such reserves to the Debtors. In addition, the Debtors have also leased approximately 250 million tons of mineral reserves wholly-owned by Thoroughbred in exchange for a production royalty.

The Debtors commenced production in the second quarter of 2008 and currently operate five mines, including three surface and two underground. As of March 31, 2017, the Debtors controlled approximately 445 million tons of proven and probable coal reserves. The Debtors also own and operate three coal processing plants, which support their mining operations. From the Debtors' reserves, the Debtors mine coal from multiple seams that, in combination with their coal processing facilities, enhance their ability to meet customer requirements for blends of coal with different characteristics. The locations of the Debtors' coal reserves and operations, adjacent to the Green River, together with their river dock coal handling and rail loadout facilities, allow the Debtors to optimize coal blending and handling, and provide their customers with rail, barge and truck transportation options.

In December 2016, Thoroughbred informed Armstrong of various disputes regarding the calculation of deferred royalties and the valuation of certain jointly owned land and mineral reserves to be transferred from the Debtors to Thoroughbred under a royalty deferment agreement, which may have resulted in the underpayment of production royalties to Thoroughbred. Armstrong promptly notified Thoroughbred that they disputed these claims. Following a series of negotiations, Armstrong and certain of its affiliates, and Thoroughbred and certain of its affiliates, entered into a settlement agreement approved by Armstrong's disinterested directors to resolve all of these claims and to avoid the uncertainties of a potential lengthy arbitration. The settlement agreement became effective on March 29, 2017.

2. *Mining Operations*

As noted above, the Debtors currently operate five active mines, all of which are located in the Illinois Basin coal region in western Kentucky. The Debtors' active operations are comprised of three surface mines and two underground mines, and they have three preparation plants serving these operations. In 2016, approximately 44 percent of the coal that the Debtors produced came from their surface mining operations.

The Debtors' currently operating mines are all located in Muhlenberg and Ohio Counties, Kentucky. The Western Kentucky Parkway crosses their properties from Southwest to Northeast, and the Green River separates their properties in Ohio and Muhlenberg Counties. The Debtors' barge loading facility on the Green River is located near the town of Kirtley, Kentucky. In addition, the Debtors have a network of off-highway truck haul roads, which

connect the majority of their active mines and provide access to their barge loading and rail loadout facilities. In general, the Debtors have developed their mines and preparation plants at strategic locations in close proximity to rail or barge shipping facilities.

The Debtors control approximately 445 million tons of proven and probable coal reserves in Ohio, Muhlenberg, McLean, Webster, and Union counties in Western Kentucky, of which they lease or sublease approximately 13 million tons from various unaffiliated landowners. The Debtors' active and recently closed mines include:

- Equality Boot Mine. The Equality Boot mine is a surface mining operation located eight miles southwest of Centertown, Kentucky, which commenced operations in September 2010. The Equality Boot mine produced approximately 1.6 million tons of coal in 2016 and had approximately 11.6 million tons of proven and probable reserves as of December 31, 2016.
- Lewis Creek Mine. The Lewis Creek mine is a surface mine located approximately five miles south of Centertown, Kentucky, and approximately 3.5 miles from the Debtors' Midway Preparation Plant. Lewis Creek produced approximately 0.9 million tons of clean coal in 2016. As of December 31, 2016, there were approximately 7.2 million tons of proven and probable reserves at the Lewis Creek surface mine. Coal mined at the Lewis Creek mine is primarily transported by truck to the Debtors' Midway Preparation Plant for processing and subsequent delivery to the Debtors' customers.
- Kronos Underground Mine. The Kronos underground mine, which commenced operations in September 2011, is located approximately three miles southwest of Centertown, Kentucky. The Kronos underground mine produced approximately 2.1 million clean tons of coal in 2016. There were approximately 30.9 million tons of proven and probable reserves at the Kronos mine as of December 31, 2016. Coal mined at the Kronos underground mine is transported by truck to the Debtors' Midway Preparation Plant and by conveyor to the Armstrong Dock Preparation Plant for processing and delivery to the Debtors' customers.
- Survant Underground Mine. The Survant underground mine, which is located at the Debtors' Parkway complex, came out of development in August 2015. As of December 31, 2016, the Survant underground mine had approximately 55.4 million tons of proven and probable reserves. Coal mined from the Survant underground mine is primarily processed at the Debtors' Parkway Preparation Plant prior to shipment to the Debtors' customers.
- Midway Mine. The Midway mine is a surface mine located two miles southeast of Centertown, Kentucky in Ohio County and is west of and adjacent to the Debtors' Midway Preparation Plant. Coal from the Midway mine was primarily transported by truck to the Midway Preparation Plant for processing, where it is then shipped to customers via truck, rail or barge. On December 31, 2015, production at the Midway mine was temporarily idled due to declining market conditions. The Debtors' reserve studies indicate the Midway mine had approximately 14.2 million tons of proven and probable reserves as of December 31, 2016.
- Parkway Underground Mine (Inactive). The Parkway underground mine is located northeast of Central City, Kentucky in Muhlenberg County. The Parkway underground mine produced approximately 0.5 million tons of clean coal in 2016. In October 2016, production ceased at the Parkway underground mine as the economically recoverable reserves had been depleted.

3. Coal Preparation Process Overview

(a) Coal Preparation Facilities

The majority of coal produced from each of the Debtors' mining operations is processed at a coal preparation plant located near the mine or connected to the mine by an overland conveyor system. The Debtors have three

preparation plants: Midway; Parkway; and Armstrong Dock. These coal preparation plants allow the Debtors to process the coal they extract from their mines to ensure a consistent quality and to enhance its suitability for particular end-users. In 2016, the Debtors' preparation plants processed approximately 96 percent of the raw coal they produced.

The treatments the Debtors employ at their preparation plants depend on the size of the raw coal. For coarse material, the separation process relies on the difference in the density between coal and waste rock where, for the very fine fractions, the separation process relies on the difference in surface chemical properties between coal and the waste minerals. To remove impurities, the Debtors crush raw coal and classify it into various sizes. For the largest size fractions, the Debtors use dense media vessel separation techniques in which they float coal in a tank containing a liquid of a pre-determined specific gravity. The Debtors treat intermediate sized particles with dense medium cyclones, in which a liquid is spun at high speeds to separate coal from rock. Fine coal is treated in spirals, in which the differences in density between coal and rock allow them, when suspended in water, to be separated. Ultra fine coal is recovered in column flotation cells utilizing the differences in surface chemistry between coal and rock. Coarse refuse from the Debtors' preparation plants is back-hauled and disposed of in its mining pits or other locations in accordance with applicable regulations and permits.

4. Customers

While the Debtors sometime sell coal to industrial companies, brokers, and other coal producers, the Debtors' primary customers are electric utilities. For the year ended December 31, 2016, approximately 99 percent of the Debtors' coal revenues were derived from sales to electric utilities. The majority of the Debtors' electric utility customers purchase coal for terms of one to four years, but the Debtors also supply coal on a spot basis for some of their customers. In 2016, the Debtors sold coal to six domestic utility customers with operations located in a number of states. The majority of those customers operate power plants in the Midwestern and Southern regions of the United States. For the year ended December 31, 2016, the Debtors derived approximately 45 percent and 40 percent of their total coal revenues from sales to their two largest customers, Louisville Gas & Electric Company and the Tennessee Valley Authority, respectively.

(a) Coal Supply Agreements

As is customary in the coal industry, the Debtors enter into multi-year coal supply agreements with many of their customers. Multi-year coal supply agreements usually have specific volume and pricing arrangements for each year of the agreement. These agreements allow customers to secure a supply for their future needs and provide the Debtors with greater predictability of sales volume and sales prices.

In 2016, the Debtors sold approximately 99 percent of their coal under multi-year coal supply agreements. The majority of the Debtors' multi-year coal supply agreements include a fixed price for the term of the agreement or a pre-determined escalation in price for each year. At December 31, 2016, the Debtors had multi-year coal supply agreements with remaining terms ranging from one to four years, and are contractually committed to sell 5.3 million tons of coal in 2017.

The Debtors typically enter into multi-year coal supply agreements through a "request-for-proposal" process and after competitive bidding and negotiations. Certain of the Debtors' agreements contain clauses that may allow customers to terminate the agreement in the event of certain changes in environmental laws and regulations that affect their operations. The coal supply agreements also establish the quality and volume of coal to be sold. Most of the Debtors' agreements fix annual pricing and volume obligations, though, in certain instances, the volume obligations may change depending on the customer's needs. Most of the Debtors' coal supply agreements contain provisions requiring it to deliver coal within certain ranges for specific coal characteristics, such as heat content, sulfur, ash, and moisture content, as well as others. Failure to meet these specifications can result in economic penalties, suspension, or cancellation of shipments or termination of such agreements.

5. Employees

As of the Petition Date, the Debtors had approximately 650 full-time employees, none of whom are under a collective bargaining arrangement. These employees include miners, engineers, truck drivers, mechanics, electricians,

administrative support staff, managers, directors, and executives. The Debtors believe that their relations with all employees are good, and, since their inception, have had no history of work stoppages or union organized campaigns. The Debtors provide their employees with health and welfare benefit plans, including medical, prescription drug, dental, and vision plans. Like other coal companies, the Debtors also incur costs and make award payments in accordance with the Federal Mine Safety and Health Act of 1977, 30 U.S.C. §§ 901–45 (the “Black Lung Benefits Act”).

B. *Prepetition Capital Structure*

1. *The Debtors’ Prepetition Capital Structure*

Armstrong is the direct or indirect parent of each of the other Debtors. Armstrong is a privately traded corporation, which is majority owned by investment funds managed by RRHP. The Debtors are organized in the states of Delaware, Kentucky, and Nevada. As described in greater detail below, as of the Petition Date, the principal amount of the Debtors’ consolidated funded debt obligations totaled approximately \$200 million under the Senior Secured Notes.

(a) *The Senior Notes Secured Claims*

Armstrong Energy, Inc., as issuer, and Armstrong Air, LLC, Armstrong Coal Company, Inc., Armstrong Energy Holdings, Inc., Western Diamond LLC, Western Land Company, LLC, Armstrong Coal Sales, LLC, Thoroughfare Mining, LLC, and Armstrong Logistics Services, LLC, as guarantors, are party to that certain indenture dated as of December 21, 2012 (as amended, supplemented, modified, or amended and restated from time to time, the “Indenture”) by and between Armstrong and Wells Fargo Bank, National Association, as indenture trustee, under which Armstrong issued certain senior secured notes (the “Senior Secured Notes”). The Senior Secured Notes mature in 2019 and carry an interest rate of 11.75%. Interest is payable semi-annually, on June 15 and December 15. The Senior Secured Notes are secured by a first lien on the Debtors’ owned and leased real property, coal mines, reserves, inventory, receivables, stock of subsidiaries, and certain other assets, including Cash maintained in controlled accounts. As of the Petition Date, approximately \$200 million aggregate principal amount of Senior Secured Notes were outstanding. On June 15, 2017, the Debtors elected not to make the semi-annual interest payment on the Senior Secured Notes.

(b) *The Common Stock*

There is no established public trading market for Armstrong’s common stock. Instead, the majority of the issued and outstanding common stock of Armstrong Energy, Inc. is held by members of management or RRHP. As of March 30, 2017, there were approximately 22 holders of record of Armstrong’s common stock and there were 21,883,224 shares of Armstrong Energy, Inc.’s common stock outstanding.

(c) *Asset Retirement Obligations*

Like other coal companies, Armstrong has asset retirement obligations that include both reclamation and selenium water treatment. Reclamation obligations primarily represent the fair value of future anticipated costs to restore surface land to levels equal to or greater than pre mining conditions, as required by the federal Surface Mining Control and Reclamation Act as well as certain state laws.

The Debtors’ asset retirement obligations primarily consist of spending estimates for surface land reclamation and support facilities at both surface and underground mines in accordance with applicable reclamation laws in the United States, as defined by each mining permit. Asset retirement obligations are determined for each mine using various estimates and assumptions, including, among other items, estimates of disturbed acreage as determined from engineering data, estimates of future costs to reclaim the disturbed acreage and the timing of these cash flows, discounted using a credit-adjusted, risk-free rate.

Asset retirement obligation expenses for the years ended December 31, 2016 and 2015 were \$1.4 million and \$2.0 million, respectively. As of December 31, 2016 and 2015, the Debtors’ balance sheets reflected asset retirement

obligation liabilities of \$14.2 million and \$14.1 million, respectively, including amounts classified as a current liability. The Debtors have posted surety bonds to secure their asset retirement obligations.

ARTICLE IV. EVENTS LEADING UP TO THE CHAPTER 11 CASES

A. *Adverse Market Conditions*

During the past several years, coal producers in the United States have encountered a convergence of macroeconomic headwinds, competition, and regulatory obstacles that have distressed the domestic coal industry. These obstacles include: (a) rapidly falling coal prices due to, among other things, the substantially expanded ability of North American energy companies to produce vast quantities of natural gas; (b) weak demand and significant oversupply for both thermal and metallurgical coal due to slower than expected economic growth in both the United States and overseas markets (such as Europe and China, the largest user of thermal and metallurgical coal in the world); (c) the increasing use and government subsidization of renewable energy technologies, both in the United States and abroad; and (d) the imposition of restrictive federal and state regulations on coal producers and operators of coal-fired power plants, which have constrained the use of coal, reduced domestic demand for coal, and sharply increased the costs of maintaining regulatory compliance.

A key factor in the declining demand for coal is the availability of inexpensive natural gas. Current developments in natural gas production processes have lowered the cost and increased the supply, resulting in greater use of natural gas for electricity generation. Because of this, vast quantities of natural gas have become available at economically competitive prices due to discoveries of large shale deposits in the United States as well as advances in extraction technology. This historically low natural gas pricing has made it difficult for any coal basin to compete.

Moreover, because the Debtors sell substantial quantities of coal products to electricity generators, the Debtors' business and results of operations are linked closely to global demand for coal-fueled electricity. In the past few years, thermal and metallurgical coal markets and pricing have become increasingly challenged with oversupply conditions.

In addition, coal's share of the U.S. energy market and prices for thermal and metallurgical coal have both declined markedly. The lethargic economic environment, lack of growth in energy demand generally, and a number of scheduled coal-fired plant retirements have precipitated this decline.

Lastly, the regulatory environment has also contributed to the Debtors' current financial situation. Federal and state regulatory authorities impose obligations on the coal mining industry with respect to employee health and safety, permitting and licensing requirements, environmental protection, the reclamation and restoration of mining properties after mining has been completed, and the effect of mining on surface and groundwater quality. Stricter enforcement of existing laws and the promulgation of new regulations have made it more costly for companies to use coal as an energy source. Other regulations, such as those governing mining and reclamation, have imposed even more direct costs on the coal industry.

B. *Coal Industry Liabilities*

The Debtors' obligations to make payments pursuant to the Black Lung Act continue today. Under the Black Lung Benefits Revenue Act of 1977 and the Black Lung Benefits Reform Act of 1977, as amended in 1981, each coal mine operator must pay federal black lung benefits to eligible current and former employee claimants and also make payments to a trust fund for the payment of benefits and medical expenses to eligible claimants who last worked in the coal industry prior to January 1, 1973. The Debtors recorded \$5.0 million and \$6.3 million of expense related to this excise tax in 2016 and 2015, respectively. With the implementation of the Patient Protection and Affordable Care Act in 2010 and the amendment of federal black lung regulations, the number of claimants who are awarded federal black lung benefits has increased and will likely continue to increase, as will the amounts of those awards. The Debtors' payment obligations for federal black lung benefits are either secured by insurance coverage or paid from a tax exempt trust established for that purpose.

When coupled with the external pricing pressure, increased regulation, and other costs associated with Armstrong's businesses, these liabilities have hindered Armstrong's ability to operate competitively in the current market environment.

C. *The Debtors' Proactive Approach to Addressing Liquidity Constraints*

1. *Operational Changes*

Recognizing the need to reposition the Debtors' business in light of prevailing trends in the U.S. coal market, the Debtors considered numerous proactive actions during 2015 and 2016 to stabilize their financial position, including: (a) actively managing their debt capital structure; (b) minimizing capital expenditures; (c) effectively managing working capital; and (d) improving cash flows from operations.

In response to continued challenges, the Debtors took actions to further reduce their cost structure, including reducing their employee headcount, instituting a hiring freeze, downsizing their operations, renegotiating vendor terms, and rebidding major products.

Ultimately, the Debtors were not able to improve their cash flow position through operational changes alone. During 2016, the Debtors retained Kirkland & Ellis LLP ("Kirkland") as counsel and MAEVA Group, LLC ("MAEVA") as financial advisor, and began exploring strategic restructuring alternatives.

2. *Marketing Process and Restructuring Discussions*

Throughout much of 2016, the Debtors engaged in extensive marketing efforts and discussions with several candidates interested in acquiring the Debtors' assets. After numerous site visits to see the Debtors' operations and management meetings, three of the potential acquirers submitted non-binding letters of interest. Among these interested parties was a third-party mineral operator, Knight Hawk. The Debtors, who had been separately exploring alternative solutions with funds managed by Yorktown and an ad hoc group of the Debtors' senior secured noteholders holding approximately \$156 million in aggregate principal amount (representing approximately 78 percent of the outstanding principal amount) (*i.e.*, the Supporting Senior Noteholders), submitted the letters of interest they had received to Yorktown and advisors to the Supporting Senior Noteholders for consideration in late 2016. In the end, however, these proposals were not viewed as sufficiently attractive. Although the bids the Debtors received were deemed insufficiently attractive, the Debtors and their advisors continued to engage with their stakeholders on a path forward.

Between August 2016 and March 2017, the Debtors submitted three standalone restructuring term sheets to Yorktown and the Supporting Senior Noteholders. While the Supporting Senior Noteholders ultimately submitted a competing term sheet in May 2017, the parties were not able to reach an agreement on a standalone restructuring and instead refocused their efforts on a third-party transaction. The Debtors and the Supporting Senior Noteholders actively engaged with several interested parties during the spring and summer of 2017, including those that had submitted letters of interest during the Debtors' 2016 marketing efforts.

3. *Continued Restructuring Efforts, Appointment of the CRO, and Entry into the RSA*

While the Debtors continued to engage with their stakeholders and interested parties in the first half of 2017, they elected to forgo the interest payment on June 15, 2017 on their senior secured notes (the "Interest Payment") to preserve liquidity. After forgoing the Interest Payment, the Debtors entered into a forbearance agreement with the Supporting Senior Noteholders through August 14, 2017 so that they could continue negotiations towards a consensual deal. During this forbearance period, the Debtors, in consultation with the Supporting Senior Noteholders, selected FTI Consulting, Inc. ("FTI") as its restructuring advisor and Alan Boyko as the Debtors' chief restructuring officer (the "CRO"). The Debtors and the Supporting Senior Noteholders then negotiated a second forbearance through September 15, 2017.

As part of the forbearance agreement, the parties agreed to conduct weekly status calls to discuss both parties' efforts to achieve a comprehensive restructuring transaction. The forbearance agreement was extended a number of

times—ultimately through October 31, 2017—while the Debtors, the Supporting Senior Noteholders, and certain of their other stakeholders continued to work on a global deal. It was during this time that the Supporting Senior Noteholders and Knight Hawk considered a strategic alliance to provide a bid for the Debtors’ assets.

The Debtors’ productive discussions with their stakeholders ultimately resulted in the RSA, which outlined the proposed terms of a value-maximizing transaction. The RSA contemplated a global deal between the Debtors, the Supporting Senior Noteholders, Thoroughbred, Knight Hawk, and RRPH, including the sale of substantially all of the Debtors’ assets in connection with a chapter 11 plan. Following execution of the RSA, the principal parties engaged in further good faith negotiations which resulted in the Transaction Agreement. Pursuant to the Transaction Agreement and the RSA, (a) the Debtors are required to file a motion seeking approval of expense reimbursement for Knight Hawk; (b) the Debtors will market their assets for an additional 45 days postpetition as a supplement to their already extensive prepetition marketing efforts; (c) NewCo will serve as a stalking horse with an offer to acquire substantially all of the Debtors’ assets in satisfaction of \$90 million of the Senior Notes Secured Claims; and (d) Knight Hawk, in exchange for an economic stake in HoldCo, will indirectly provide NewCo with the funding necessary to pay, among other things, Cure Costs (except Debtor Cure Costs) associated with the assumption and assignment of certain of the Debtors’ contracts and leases.

The RSA contains a number of milestones calculated to move the Chapter 11 Cases forward in an efficient and expedient manner. These include that: (a) within seven days of the Petition Date, the Debtors will file the Plan and a related disclosure statement; (b) within 31 days of the Petition Date, the Bankruptcy Court will have approved an expense reimbursement for Knight Hawk; (c) within 60 days of the Petition Date the Bankruptcy Court will have entered an order approving the disclosure statement; (d) within 100 days of the Petition Date the Plan will have been confirmed; and (e) within 15 days of the date of entry of the order confirming the Plan and approving the Sale Transaction, the effective date of the Plan and the closing of the Sale Transaction will have occurred.

D. *The Committee*

The Committee has asserted certain allegations against the Debtors regarding various prepetition transactions. The Debtors strongly refute the Committee’s allegations, as discussed further in the Debtors’ response below.

1. *The Committee’s Investigation*

The Committee is in the process of investigating potential claims and causes of action that it believes the Debtors’ estates may hold against Yorktown, certain of the Debtors’ current and former directors and officers, and certain affiliates of Thoroughbred (the “Thoroughbred Group”). Although the Committee’s investigation is still underway, it is greatly concerned that the Debtors’ estates may be releasing colorable claims and causes of action under the Plan worth several million dollars, including claims and causes of action arising from the following prepetition transactions:

- (a) The Committee’s Assertion of Breach of Fiduciary Duty Claims Against Certain Current and Former Directors of the Debtors and Aiding and Abetting Claims Against Thoroughbred and Yorktown

After Yorktown acquired control of the Debtors and Thoroughbred, it became common for individuals to simultaneously hold director, officer, and executive management positions within the Thoroughbred Group, the Debtors, and Yorktown (the “Dual Fiduciaries”). The Committee believes that the Dual Fiduciaries orchestrated, negotiated, or were otherwise involved in transactions between the Debtors and the Thoroughbred Group that benefitted the Thoroughbred Group and Yorktown to the detriment of the Debtors. The Thoroughbred Group and Yorktown were involved in each of these transactions. The Committee thus believes that the Debtors’ estates may hold valuable claims and causes of action against the Dual Fiduciaries for breaching their fiduciary duties to the Debtors and that there may accordingly be a basis to hold the Dual Fiduciaries liable for the damage that such transactions caused the Debtors and their estates. The Committee also believes that the Debtors’ estates may hold valuable claims and causes of action against Yorktown and the Thoroughbred Group for aiding and abetting such fiduciary duty breaches. The transactions giving rise to these potential claims include, but are not limited to, the following:

(b) The Sale-Leaseback Transactions

The Debtors and the Thoroughbred Group are both in the business of owning coal assets, including mineral reserves, and conducting mining operations (or activities relating thereto) on such reserves. Under the leadership of certain Dual Fiduciaries, the Debtors and the Thoroughbred Group entered into a series of transactions whereby the Debtors agreed to sell certain of their mineral reserves and appurtenant property interests to the Thoroughbred Group, and the Thoroughbred Group agreed to lease such reserves back to the Debtors in exchange for a 7.00% production royalty (the “Sale-Leaseback Transactions”).

The Committee believes that the Sale-Leaseback Transactions may have benefitted the Thoroughbred Group and Yorktown to the Debtors’ detriment. The Committee is accordingly investigating, among other things, whether the Debtors received fair consideration in exchange for the mineral reserves and other property interests that they sold to the Thoroughbred Group and whether the royalty rate that the Thoroughbred Group charged the Debtors exceeded fair market value. To the extent that the Debtors were damaged by the Sale-Leaseback Transactions, the Committee believes that there would be a strong basis to seek monetary damages from the Dual Fiduciaries for breaching their fiduciary duties and from the Thoroughbred Group and Yorktown for aiding and abetting. The Committee also believes that the Debtors’ estates may have a strong basis to seek to avoid the Sale Leaseback Transactions pursuant to sections 544, 548, and 550 of the Bankruptcy Code and under applicable state law.

(c) The Royalty Deferment and Option Agreement

Many of the Sale-Leaseback Transactions between the Debtors and the Thoroughbred Group were consummated pursuant to a Royalty Deferment and Option Agreement (as amended, the “RDOA”). Since at least 2011, the Debtors (through Debtor Western Diamond LLC) and the Thoroughbred Group (through Western Mineral Development, LLC) jointly owned certain coal reserves and related land interests (the “Jointly-Held Property”). In many cases, the entities that owned the Jointly-Held Property entered into leases (the “Joint Leases”) with a second Debtor entity (often Debtor Armstrong Coal Company, Inc.), pursuant to which such Debtor entity was granted a license to mine coal from the property in exchange for a 7.00% production royalty.

Pursuant to the RDOA, the Debtors were granted the option to defer payment of production royalties owed to the Thoroughbred Group under the Joint Leases. In exchange, the Debtors granted the Thoroughbred Group an option to acquire additional ownership interests in the Jointly-Held Property. In other words, the RDOA permitted the Debtors to defer their royalty obligations and to pay the Thoroughbred Group in kind rather than in cash.

The Committee believes that the RDOA and the Sale-Leaseback Transactions consummated thereunder may have benefitted the Thoroughbred Group and Yorktown to the Debtors’ detriment, including by serving as a mechanism to transfer valuable assets from the Debtors to the Thoroughbred Group for less than fair consideration at a time when the Debtors were insolvent. The Committee believes that the RDOA was not negotiated at arm’s-length because, among other things, the same Dual Fiduciaries were involved in negotiating and executing it on behalf of both the Debtors and the Thoroughbred Group. The Committee is accordingly investigating whether the Debtors’ estates have colorable breach of fiduciary duty claims against these Dual Fiduciaries and aiding and abetting claims against Yorktown and Thoroughbred in connection with the Debtors’ entry into the RDOA.

(d) The March 2017 Settlement Agreement

In connection with the RDOA, in late 2016, a dispute arose between the Debtors and the Thoroughbred Group regarding the calculation of deferred royalties and the valuation of Jointly-Held Property. The dispute was resolved by a settlement agreement dated March 29, 2017 (the “2017 Settlement”) that resulted in a large transfer of value from the Debtors to the Thoroughbred Group. Specifically, the Debtors (a) conveyed all of their remaining property interests in the Jointly-Held Property, (b) agreed to pay the Thoroughbred Group \$2.65 million for royalties that allegedly came due in January and February of 2017, (c) waived the right to \$314,000 fees that the Thoroughbred Group allegedly owed to the Debtors under an administrative services agreement, and (d) waived the right to a credit for an alleged \$2.2 million overpayment for prior production royalties.

The Committee understands that several Dual Fiduciaries sat on the Debtors' board of directors and held influential managerial positions with the Debtors and Yorktown when the 2017 Settlement was negotiated and executed. Given the significant transfer of value, the Committee believes that the Debtors' estates may have a basis to assert breach of fiduciary duty claims against the Dual Fiduciaries and aiding and abetting claims against Yorktown and Thoroughbred for the damages suffered by the Debtors.

(e) The Peabody Acquisition

In late 2013, the Thoroughbred Group acquired significant coal reserves from Peabody Energy Company (the "Peabody Acquisition"). In connection with that transaction, the Debtors loaned \$17.5 million to the Thoroughbred Group, which the Thoroughbred Group used to fund the acquisition. Immediately thereafter, Thoroughbred leased the newly-acquired reserves to the Debtors in exchange for a 7.00% production royalty.

Owning coal reserves and conducting mining activities thereupon falls squarely within the Debtors' core business. Subject to the Committee's ongoing investigation, the Committee believes that the Debtors' estates may possibly have colorable claims and causes of action against the Dual Fiduciaries for usurping a corporate opportunity. The Committee also believes that the Debtors' estates may have claims and causes of action against Yorktown and the Thoroughbred Group for aiding and abetting in such usurpation.

2. *The Committee's Assertion of Alleged Fraudulent Transfer and Preference Claims Against Yorktown and the Thoroughbred Group*

As discussed above, the Committee believes that Yorktown and the Thoroughbred Group have improperly siphoned significant value from the Debtors during the prepetition period as a result of the Sale-Leaseback Transactions, the RDOA, the 2017 Settlement, and the Peabody Acquisition. As such, the Committee is investigating whether the Debtors have a basis to seek avoidance of all payments and transfers incident to such transactions as constructive and intentionally fraudulent transfers pursuant to sections 544, 548, and 550 of the Bankruptcy Code and under applicable state law.

Additionally, the Committee understands that the Jointly-Held Property that the Debtors transferred to the Thoroughbred Group in connection with the RDOA and the 2017 Settlement was intended to satisfy an antecedent debt (namely, past-due royalties owed to the Thoroughbred Group). Accordingly, the Committee believes that the Debtors may have a colorable basis to seek to recover all payments and transfers incident to such transactions that were made in the year prior to the Petition Date pursuant to sections 547 and 550 of the Bankruptcy Code.

3. *The Committee's Assertion of Section 502(d) and Equitable Subordination Claims*

As noted, the Committee believes that Thoroughbred and Yorktown may have extracted significant value in fraudulent transfers and preferential payments from the Debtors in the months leading up to the bankruptcy. Accordingly, the Committee believes that the Debtors' estates may have a basis to seek disallowance of any and all claims that the Thoroughbred Group and/or Yorktown file or have filed against the Debtors' estates pursuant to section 502(d) of the Bankruptcy Code. Additionally, the Committee believes that the Debtors' estates may have a basis to seek equitable subordination of any claims that the Thoroughbred Group or Yorktown assert or have asserted against the Debtors' estates.

E. *The Debtors' Response to the Committee's Claims*

The Debtors have reviewed the Committee's above assertions, in which the Committee states there may exist potential claims against certain of the Debtors' current and former directors, Yorktown, and the Thoroughbred Group. These potential claims relate to three issues: (i) the Debtors' and the Thoroughbred Group's entry into Sale-Leaseback Transactions and the RDOA, (ii) the 2017 settlement of a royalty dispute related to the RDOA, and (iii) the Debtors' 2013 loan to the Thoroughbred Group in connection with the Thoroughbred Group's acquisition of coal reserves from Peabody Energy Company.

The Debtors believe that the Committee’s statement is inaccurate and misleading in numerous respects and that the potential claims described therein are without merit. While reserving all rights, the Debtors provide the following response to the Committee’s statement.

1. Sale-Leaseback Transactions and the RDOA

The Committee’s alleged claims with respect to the entry into Sale-Leaseback Transactions and the RDOA are based on the Committee’s stated concern that individuals involved in these transactions held positions at one or more of the Debtors, Yorktown and the Thoroughbred Group. As the Debtors have advised the Committee and as was apparent from the various documents that the Debtors have voluntarily provided to the Committee’s advisors in recent weeks, however, in 2011 Armstrong Energy, Inc. formed a Conflicts Committee, whose mandate was to review any matters that might involve potential conflicts of interest. Since the appointment of the Conflicts Committee, the Conflicts Committee has consisted of independent directors who have reviewed several matters, including the RDOA and Sale-Leaseback Transactions, and the settlement of the royalty dispute, all of which the Conflicts Committee approved and reported to full Board.

The Committee also asserts non-specific concerns about whether the Debtors received fair consideration in the Sale-Leaseback Transactions and whether the royalty rate exceeded fair market value. The Debtors maintain that they received fair consideration in the sale-leaseback transactions and that the royalty rate was consistent with market considerations at the time. The context in which the Sale-Leaseback Transactions and RDOA occurred is instructive. In the coal industry, producers often must make significant cash expenditures—including minimum advance royalty payments that are owed regardless of production—to acquire the coal reserves they need for production. The RDOA provided the Debtors the option to defer cash payment of production royalties and instead make such payments in kind (*i.e.*, in the form of land and coal reserves), thereby preserving cash for capital investments and growth. This decision served the Debtors’ best interests by preserving cash and liquidity.

The Debtors historically engaged an outside advisor, Duff & Phelps, to provide the fair market value of the assets to be transferred as an in-kind payment (the “Subject Assets”). Once the fair market value of the Subject Assets had been determined, each in-kind transfer—and the underlying calculations—was also evaluated and approved by the Conflicts Committee. As part of the annual asset transfer to the Thoroughbred Group, the fair market value of the Subject Assets was further audited by the Debtors’ public accountants, Ernst & Young, with the assistance of their in-house valuation experts, to evaluate the reasonableness of the calculation in order to ultimately opine on the appropriateness of the Debtors’ financial statements.

2. The Settlement of the Royalty Dispute

For approximately five years, the Debtors reviewed, approved, and paid their royalty obligations using the process described above. In late 2016, the Thoroughbred Group raised concerns about the methodology Duff & Phelps employed to calculate the value of property that the Debtors transferred or planned to transfer as in-kind payment to satisfy the Debtors’ royalty obligations. The Debtors and the Thoroughbred Group ultimately entered into the 2017 Settlement to resolve the dispute. The Committee’s alleged claims with respect to the 2017 Settlement are based on the concern that several directors, officers, or senior management purportedly held influential positions at the Debtors and Yorktown when the 2017 Settlement was negotiated and executed. The Committee’s concern is unfounded and demonstrate a lack of understanding regarding the process employed by the Debtors to resolve the dispute. At the time the 2017 Settlement was negotiated and executed, there were no common directors or officers amongst Armstrong and Yorktown and Armstrong and Thoroughbred.

The Debtors further disagree with any contention by the Committee that the 2017 Settlement was part of a “scheme to siphon value” from the Debtors to Yorktown or the Thoroughbred Group. Despite the Committee’s statement to the contrary, the record shows that the 2017 Settlement was the product of good-faith negotiations and was independently evaluated by the Conflicts Committee and in consultation with the Debtors’ management and legal and financial advisors. When the dispute arose, the Debtors engaged in a comprehensive review of the valuation methodology that had previously been employed and determined that certain property had been inadvertently included in prior valuation analyses in error. Given this analysis, and the fact that the Thoroughbred Group indicated that it would be seeking mandatory arbitration as allowed under the RDOA, which also required the loser of the arbitration

to pay all costs associated with the dispute, the Debtors and their advisors believed there was a significant risk the Debtors would not prevail in arbitration.

Under the Debtors' and Duff & Phelps' best-case valuation analysis, assuming a complete victory in arbitration, the Debtors would have begun making cash royalty payments to the Thoroughbred Group no later than the second quarter of 2017 because in lieu of receiving cash royalty payments, the Thoroughbred Group would have by then earned a 100 percent ownership interest in the applicable Subject Assets, the ownership of which would have been transferred to the Thoroughbred Group by that point. Under a reasonable-case valuation analysis, the Debtors could have begun making cash payments as early as 2016. Thus, a settlement agreement with cash payments beginning on January 1, 2017 meant that the Debtors' switch to cash payments was only accelerated a few months at most, while precluding the far more costly risks described above and the costs of expert-intensive litigation arbitration. As a result, the Conflicts Committee viewed such a settlement as a reasonable decision in the best interests of the Debtors.

In addition to the above valuation/arbitration issues, the Debtors were also told by their auditors, Ernst & Young, that the open dispute with the Thoroughbred Group would preclude the auditor from issuing an opinion concerning the financial results for the 2016 fiscal year. This, in turn, could have resulted in (a) SEC penalties, (b) defaults and cross defaults under important existing contracts, and (c) a substantial risk to securing new commercial contracts. By reaching a settlement, the Debtors were able to obtain the audit opinion from Ernst & Young and avoid these potential consequences.

The Debtors also received certainty from the comprehensive releases included in the 2017 Settlement. In particular, the Debtors demanded and obtained releases for claims under the parties' administrative services agreement, and other claims for lost coal, and poor mining practices (expert-intensive issues that are not uncommon in lessor/lessee coal disputes). These releases and the finality provided by the Settlement Agreement allowed the Debtors to avoid potentially costly future litigation that could have adverse effects on its financial position and focus resources on managing their liquidity and negotiating a restructuring.

3. The Peabody Acquisition

The Committee also has raised alleged claims relating to the Debtors' \$17.5 million loan in 2013 to the Thoroughbred Group, which the Thoroughbred Group used to acquire certain rights and interests in coal and surface properties from Peabody Energy ("Peabody"). The alleged claims the Committee describes are premised on the notion that individuals holding positions at one or more of the Debtors, Yorktown and the Thoroughbred Group purportedly may have usurped the Debtors' opportunity to acquire the coal reserves from Peabody. This is not the case. It was never the Debtors' intention to use its limited cash resources to purchase the coal reserves on its own, which would have decreased the Debtors' liquidity. The Committee fails to recognize that a non-Debtor subsidiary was the General Partner of Thoroughbred at the time. The Debtors' Board and Audit Committee reviewed, approved, and authorized the loan to the Thoroughbred Group, with full knowledge that the rights to coal and surface properties acquired from Peabody would be leased and sub-leased to a subsidiary of the Debtors. Ultimately, the Thoroughbred Group repaid the loan in approximately one month.

ARTICLE V. ADMINISTRATION OF THE CHAPTER 11 CASES

A. First Day Pleadings and Other Case Matters

On the Petition Date, or shortly after, in addition to the voluntary petitions for relief filed by the Debtors under chapter 11 of the Bankruptcy Code, the Debtors also filed a number of first day motions and applications (collectively, the "First Day Motions") with the Bankruptcy Court. On November 2 and December 1, 2017, the Bankruptcy Court entered orders granting interim and final relief, respectively, to, among other things: (a) prevent interruptions to the Debtors' businesses; (b) ease the strain on the Debtors' relationships with certain essential

constituents; (c) allow the Debtors to retain certain advisors necessary to assist the Debtors with the administration of the Chapter 11 Cases; and (d) allow the Debtors to have access to cash collateral (each, a “First Day Order”).

1. *Administrative Motions*

To facilitate a smooth and efficient administration of the Chapter 11 Cases, the Debtors filed First Day Motions seeking orders authorizing the joint administration of the Debtors’ Chapter 11 Cases and granting the Debtors an extension of time to file their schedules.

2. *First and Second Day Relief*

The Debtors filed certain motions and applications requesting various types of “first day” and “second day” relief. The relief granted enabled the Debtors to preserve value and efficiently administer the Chapter 11 Cases, including, among other things: (a) an order authorizing the Debtors to use cash collateral during the Chapter 11 Cases, and granting certain adequate protection to certain secured parties; (b) an order authorizing the Debtors to continue using their existing cash management system, honor certain prepetition obligations related thereto, maintain existing business forms, and continue to perform intercompany transactions; (c) an order authorizing the Debtors to pay certain prepetition taxes and fees; (d) an order authorizing the Debtors to pay their obligations under insurance policies entered into prepetition, continue paying brokerage fees, honor the terms of their premium financing agreement and pay premiums thereunder, enter into new premium financing agreements in the ordinary course of business, and renew, supplement, modify, and purchase insurance coverage in the ordinary course of business; (e) an order granting authority to pay employees’ wage Claims and related obligations in the ordinary course of business and continue certain employee benefit programs; (f) an order authorizing the Debtors to make payment on account of prepetition Claims of certain shippers, lienholders, and 503(b)(9) claimants; and (g) an order approving procedures for, among other things, determining adequate assurance for utility providers, prohibiting utility providers from altering, refusing, or discontinuing services, and determining that the Debtors are not required to provide additional adequate assurance.

(a) *Employment and Compensation of Advisors*

To assist the Debtors in carrying out their duties as debtors-in-possession and to otherwise represent the Debtors’ interests in the Chapter 11 Cases, the Debtors filed motions requesting that the Bankruptcy Court authorize the Debtors to retain and employ the following advisors: (a) Donlin, Recano & Company, Inc., as Notice and Solicitation Agent to the Debtors; (b) K&E as counsel to the Debtors; (c) Armstrong Teasdale LLP as co-counsel to the Debtors; (d) MAEVA Group, LLC, as investment banker to the Debtors; and (e) FTI Consulting, Inc. as restructuring advisor to the Debtors. Further, the Debtors filed motions seeking approval of procedures for the interim compensation and reimbursement of expenses of retained Professionals in the Chapter 11 Cases. The Bankruptcy Court entered orders approving the aforementioned retentions and procedures on December 1, 2017.

B. *Expense Reimbursement Motion and Sale Process*

On the Petition Date, the Debtors filed the *Debtors’ Motion Seeking Entry of an Order (I) Approving the Expense Reimbursement in Connection With the Transaction Agreement and (II) Granting Related Relief* [Docket No. 43] (the “Expense Reimbursement Motion”) seeking approval of the reimbursement of up to \$1 million of Knight Hawk’s fees and expenses in connection with the Sale Transaction as a super priority administrative expense of the Debtors, subject to the Carve Out (as such term is defined in the Cash Collateral Order), in the event a competing bid is consummated or the Transaction Agreement is terminated other than by mutual termination or through the fault of Knight Hawk. The Bankruptcy Court entered an order approving the relief requested in the Expense Reimbursement Motion on December 1, 2017 [Docket No. 208].

After the filing of the Chapter 11 Cases, as described below and in the sale procedures attached to the Expense Reimbursement Motion, the Debtors have a 45-day “go shop” period within which they may continue to market their assets to prospective bidders, to ensure the transaction that is ultimately consummated represents the highest and best.

C. *Postpetition Marketing Process*

As described above, the Debtors are conducting a marketing process for substantially all of their assets. The Debtors began a two-phase postpetition marketing process on the Petition Date, which they anticipated would last for approximately 45 days following the Petition Date. The Debtors, working with their legal and financial advisors in consultation with representatives of the Supporting Senior Noteholders, determined that this additional marketing period would ensure the transaction that is ultimately consummated represents the highest and best offer.

During Phase I of the Debtors' marketing process, the Debtors reached out to interested parties, executed confidentiality agreements, shared information on the Debtors, and solicited non-binding offers. During Phase II, the Debtors planned to work with the Phase I parties that submitted offers to complete additional diligence so that the parties could submit final offers evidencing their ability to close on and fund their proposed transactions.

Phase I was supposed to last 25 days, but due to the Thanksgiving holiday and the interest from prospective bidders, the Debtors, in consultation with the Committee and the Supporting Senior Noteholders, extended their deadline by two days. During Phase I, the Debtors, through their advisors, reached out to 24 interested parties, including strategics and financials. The majority of these parties indicated they were not interested. However, the Debtors did execute confidentiality agreements with six interested parties and received two indications of interest by the extended Phase I deadline.

During Phase II, the Debtors worked with these interested parties to facilitate diligence requests, negotiate documents, and solicit final bids. Phase II formally ended 45 days after the Petition Date; however, the Debtors continue to negotiate with the interested parties in an attempt to improve their proposals to determine which proposal, including the one memorialized in the Transaction Agreement, represents the the highest and best offer.

Consistent with their fiduciary duty to maximize value for the benefit of all stakeholders, the Debtors reserve all rights to amend the Plan, as necessary, to incorporate the terms of any transaction proposed in connection with the marketing process, and, to the extent permitted by law, seek confirmation of any such amended Plan without resoliciting votes on such amended Plan.

**ARTICLE VI.
SUMMARY OF THE PLAN**

THIS ARTICLE VI IS INTENDED ONLY TO PROVIDE A SUMMARY OF THE KEY TERMS, STRUCTURE, CLASSIFICATION, TREATMENT, AND IMPLEMENTATION OF THE PLAN, AND IS QUALIFIED IN ITS ENTIRETY BY REFERENCE TO THE ENTIRE PLAN AND EXHIBITS THERETO. ALTHOUGH THE STATEMENTS CONTAINED IN THIS DISCLOSURE STATEMENT INCLUDE SUMMARIES OF THE PROVISIONS CONTAINED IN THE PLAN AND IN DOCUMENTS REFERRED TO THEREIN, THIS DISCLOSURE STATEMENT DOES NOT PURPORT TO BE A PRECISE OR COMPLETE STATEMENT OF ALL SUCH TERMS AND PROVISIONS, AND SHOULD NOT BE RELIED ON FOR A COMPREHENSIVE DISCUSSION OF THE PLAN. INSTEAD, REFERENCE IS MADE TO THE PLAN AND ALL SUCH DOCUMENTS FOR THE FULL AND COMPLETE STATEMENTS OF SUCH TERMS AND PROVISIONS. THE PLAN ITSELF (INCLUDING ATTACHMENTS) WILL CONTROL THE TREATMENT OF CREDITORS AND EQUITY SECURITY HOLDERS UNDER THE PLAN. TO THE EXTENT THERE ARE ANY INCONSISTENCIES BETWEEN THIS ARTICLE VI AND THE PLAN (INCLUDING ATTACHMENTS), THE LATTER SHALL GOVERN.

A. *General Basis for the Plan*

Each of the Debtors is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code. The Plan, though proposed jointly, constitutes a separate chapter 11 plan of reorganization proposed by each Debtor. Therefore, the classifications set forth in Article III of the Plan shall be deemed to apply separately with respect to each Plan proposed by each Debtor.

The terms of the Debtors' Plan are based upon, among other things, the Debtors' assessment of their ability to achieve the goals of their business plan, make the distributions contemplated under the Plan, and pay their continuing obligations in the ordinary course of business. Under the Plan, Claims against and Interests in the Debtors are divided into separate Classes according to their relative seniority, legal nature, and other criteria, and the Plan proposes recoveries for Holders of Claims against and Interests in the Debtors in such Classes, if any. The Debtors believe that the Plan maximizes value for all stakeholders.

B. Proposed Treatment of Each Class of Claims and Interests

As set forth in Articles II and III of the Plan, and in accordance with sections 1122 and 1123(a)(1) of the Bankruptcy Code, all Claims and Interests (other than Administrative Claims, Priority Tax Claims, and Professional Fee Claims, which are unclassified Claims under the Plan) are classified into Classes for all purposes, including voting, Confirmation, and distributions pursuant to the Plan. A Claim or Interest is classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class. A Claim or Interest is also classified in a particular Class for the purpose of receiving distributions pursuant to the Plan only to the extent that such Claim or Interest is an Allowed Claim or Allowed Interest in that Class and has not been paid, released, or otherwise satisfied prior to the Effective Date.

1. Unclassified Claims

The table below summarizes the treatment of all unclassified Claims under the Plan. The treatment and projected recoveries of unclassified Claims are described in summary form below for illustrative purposes only. To the extent that any inconsistency exists between the summary contained in this Disclosure Statement and the Plan, the terms of the Plan shall govern.

Unclassified Claim	Plan Treatment	Projected Amount of Allowed Claims	Projected Plan Recovery
Administrative Claims	Unimpaired	\$4,250,000	100%
Professional Fee Claims	Unimpaired	\$3,850,000	100%
Priority Tax Claims	Unimpaired	\$0	100%

2. Classified Claims and Interests

The table below summarizes the classification and treatment of all classified Claims and Interests under the Plan.

The classification, treatment, and projected recoveries of classified Claims are described in summary form below for illustrative purposes only and are subject to material change. ***Additionally, recoveries available to Holders of Claims are estimates and actual recoveries may materially differ based on, among other things, whether the amount of Claims actually Allowed exceeds the estimates provided below. In such an instance, the recoveries available to Holders of Allowed Claims could be materially lower when compared to the estimates provided below. To the extent that any inconsistency exists between the summaries contained in this Disclosure Statement and the Plan, the terms of the Plan shall govern.***

Class	Claim or Interest	Plan Treatment	Voting Rights	Projected Amount of Allowed Claims or Interests	Projected Plan Recovery
1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)	\$0	100%

Class	Claim or Interest	Plan Treatment	Voting Rights	Projected Amount of Allowed Claims or Interests	Projected Plan Recovery
2	Other Secured Claims ⁶	Unimpaired	Not Entitled to Vote (Presumed to Accept)	\$9,543,400	100%
3	Senior Notes Secured Claims ⁷	Impaired	Entitled to Vote	\$157,611,500	75–77%
4	General Unsecured Claims ⁸	Impaired	Entitled to Vote	\$124,097,700–127,847,700	0–1%
5	Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)	N/A	0%
6	Interests in Armstrong	Impaired	Not Entitled to Vote (Deemed to Reject)	N/A	0%
7	Intercompany Interests	Impaired	Not Entitled to Vote (Deemed to Reject)	N/A	0%
8	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)	N/A	0%

Except to the extent that the Debtors and a Holder of an Allowed Claim or Interest, as applicable, agree to a less favorable treatment, such Holder shall receive under the Plan the treatment described below in full and final satisfaction, compromise, settlement, and release of and in exchange for such Holder's Allowed Claim or Interest. Unless otherwise indicated, each Holder of an Allowed Claim or Interest, as applicable, shall receive such treatment on the Effective Date or as soon as reasonably practicable thereafter, the timing of which shall be subject to the reasonable discretion of the Debtors or the Plan Administrator, as applicable.

(a) Class 1—Other Priority Claims

(i) *Classification:* Class 1 consists of all Other Priority Claims.

(ii) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim and the Debtor against which such allowed Other Priority Claim is asserted agree to less favorable treatment for such Holder, in full satisfaction of each allowed Other Priority Claim against the Debtors, each Holder thereof shall receive

⁶ The projected amount of Allowed Other Secured Claims set forth herein assume that the value of the collateral securing certain capital leases is sufficient in amount to satisfy such Allowed Other Secured Claims in full.

⁷ The Debtors estimate that the Senior Notes Secured Claim is equal to approximately \$157.6 million, which is the Debtors' estimate of the sum of the Remaining Collateral as of the Petition Date and the \$90 million of Senior Notes Claims that will be satisfied in exchange for equity interests in HoldCo. For the avoidance of doubt, the Debtors estimate that the recovery on account of the Allowed Senior Notes Claims (approximately \$221.1 million) will range from approximately 53–55%.

⁸ The estimated amount of General Unsecured Claims includes the Senior Notes Deficiency Claim, which the Debtors estimate will range from \$99.1 million to \$102.8 million as of the Effective Date.

payment in full in Cash from the Priority Claims Reserve or other treatment rendering such Claim Unimpaired.

- (iii) *Voting:* Class 1 is Unimpaired. Each Holder of an Allowed Other Priority Claim is conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Therefore, each Holder of an Allowed Other Priority Claim is not entitled to vote to accept or reject the Plan.

(b) Class 2—Other Secured Claims

- (i) *Classification:* Class 2 consists of all Other Secured Claims, including all Secured Tax Claims.
- (ii) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, and release of and in exchange for each Other Secured Claim, each Holder thereof shall receive, at the Plan Administrator's election:
 - (A) payment in full in Cash of such Holder's Allowed Class 2 Other Secured Claim with a distribution from the Other Secured Claims Reserve;
 - (B) the Post-Effective Date Debtor's interest in the Collateral securing such Holder's Allowed Class 2 Other Secured Claims; or
 - (C) such other treatment rendering such Holder's Allowed Other Secured Claim Unimpaired.
- (iii) *Voting:* Class 2 is Unimpaired under the Plan. Each Holder of an Allowed Other Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of an Allowed Other Secured Claim is not entitled to vote to accept or reject the Plan.

(c) Class 3—Senior Notes Secured Claims

- (i) *Classification:* Class 3 consists of all Senior Notes Secured Claims.
- (ii) *Treatment:* With respect to that portion of the Allowed Senior Notes Claims that are Senior Notes Secured Claims, except to the extent that a Holder of an Allowed Senior Notes Secured Claim agrees to a less favorable treatment, in full and final satisfaction of each Allowed Senior Notes Secured Claim, each Holder of an Allowed Senior Notes Secured Claim will receive, on or as soon as reasonably practicable after the Effective Date, its *pro rata* share of: (i) one hundred (100%) percent of the HoldCo Equity as of the Effective Date (before dilution on account of the HoldCo Equity issued to Knight Hawk in exchange for the Contribution as described in the Transaction Agreement) in satisfaction of the Noteholder Equity Issuance Consideration, and (ii) the Remaining Collateral Proceeds available for distribution from time to time as provided in Article VIII.G of the Plan, until such Allowed Senior Notes Secured Claims are paid in full.
- (iii) *Voting:* Class 3 is Impaired under the Plan. Each Holder of an Allowed Senior Notes Secured Claim is entitled to vote to accept or reject the Plan.

(d) Class 4—General Unsecured Claims

- (i) *Classification:* Class 4 consists of all General Unsecured Claims.

- (ii) *Treatment:* Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to a less favorable treatment, in full and final satisfaction, compromise, settlement, and release of and in exchange for each General Unsecured Claim, until paid in full, each Holder of a General Unsecured Claim will receive its *pro rata* share of the GUC Distribution Proceeds as provided in Article VIII.G of the Plan.
 - (iii) *Voting:* Class 4 is Impaired. Each Holder of an Allowed General Unsecured Claim is entitled to vote to accept or reject the Plan.
- (e) Class 5—Intercompany Claims
 - (i) *Classification:* Class 5 consists of all Intercompany Claims.
 - (ii) *Treatment:* Intercompany Claims will be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and each Holder of a Class 5 Claim will not receive any distribution on account of such Class 5 Claim.
 - (iii) *Voting:* Class 5 is Impaired. Each Holder of an Intercompany Claim is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and, therefore, is not entitled to vote to accept or reject the Plan.
- (f) Class 6—Interests in Armstrong
 - (i) *Classification:* Class 6 consists of all Interests in Armstrong.
 - (ii) *Treatment:* Interests in Armstrong will be canceled, released, and extinguished, and will be of no further force or effect, and each Holder of an Interest in Armstrong will not receive any distribution on account of such Interests.
 - (iii) *Voting:* Class 6 is Impaired. Each Holder of an Interest in Armstrong is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan.
- (g) Class 7—Intercompany Interests
 - (i) *Classification:* Class 7 consists of all Intercompany Interests.
 - (ii) *Treatment:* Intercompany Interests will be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and each Holder of an Intercompany Interest will not receive any distribution on account of such Class 7 Interests.
 - (iii) *Voting:* Class 7 is Impaired. Each Holder of an Intercompany Interest is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan.
- (h) Class 8—Section 510(b) Claims
 - (i) *Classification:* Class 8 consists of all Section 510(b) Claims.
 - (ii) *Treatment:* Section 510(b) Claims will be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and each Holder of a Section 510(b) Claim will not receive any distribution on account of such Section 510(b) Claim. The Debtors are not aware of any valid Section 510(b)

Claims and believe that no such Section 510(b) Claims exist.

- (iii) *Voting:* Class 8 is Impaired. Each Holder of a Section 510(b) Claim is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan.

C. *Means for Implementation of the Plan*

1. *Sources of Consideration for Plan Distributions*

The HoldCo Equity, the Remaining Collateral, the Remaining Available Assets, the Priority Claims Reserve, the Other Secured Claims Reserve, the GUC Reserve, the Debtors' rights under the Transaction Agreement, and all Causes of Action not previously settled, released, or exculpated under the Plan, if any, shall be used to fund the distributions to Holders of Allowed Claims against the Debtors in accordance with the treatment of such Claims and subject to the terms provided in the Plan.

2. *Armstrong Sale Transaction*

(a) *Creation of NewCo and HoldCo*

Following the Petition Date, Armstrong shall form or cause to be formed (i) HoldCo, a Delaware limited liability company, which shall be wholly owned by Armstrong, and (ii) NewCo, one or, if designated by Knight Hawk and the Required Supporting Senior Noteholders, more than one new Delaware limited liability companies, which shall be wholly owned by HoldCo.

Pursuant to the Transaction Agreement, Armstrong shall cause (i) HoldCo to be treated as a disregarded entity for U.S. federal and applicable state and local income tax purposes and (ii) NewCo to be treated as a disregarded entity for U.S. federal and applicable state and local income tax purposes unless otherwise directed in writing by the Required Supporting Senior Noteholders and Knight Hawk, in which case Armstrong will cooperate (including by filing an IRS Form 8832 in connection with the Sale Transaction) to elect to treat NewCo as a corporation for U.S. federal and applicable state and local income tax purposes.

(b) *Transaction Agreement*

Subject to the terms of the Transaction Agreement, on the Effective Date, the Debtors shall consummate the Sale Transaction by, among other things, transferring the Transferred Assets to NewCo free and clear of all Liens, Claims, charges, and other encumbrances (other than the Permitted Encumbrances and Assumed Liabilities) pursuant to section 363 and 1123 of the Bankruptcy Code, the Plan, and the Confirmation and Sale Order. Upon entry of the Confirmation and Sale Order by the Bankruptcy Court, all matters provided for under the Transaction Agreement and the Plan, and any documents in connection therewith shall be deemed authorized and approved without any requirement of further act or action by the Debtors, the Debtors' shareholders or boards of directors, or any other Entity or Person. The Debtors will be authorized to execute and deliver, and to consummate the transactions contemplated by, the Transaction Agreement and the Plan, as well as to execute, deliver, file, record and issue any note, documents, or agreements in connection therewith, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

The transactions contemplated by the Transaction Agreement and the Plan are undertaken by the Debtors, HoldCo, NewCo, the Supporting Senior Noteholders and Knight Hawk without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided therein to consummate the transactions contemplated thereunder shall not affect the validity of such transactions (including the assumption, assignment and/or transfer of any Executory Contract or Unexpired Lease to NewCo). NewCo is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code as applicable.

(c) HoldCo Equity

On the Effective Date, HoldCo is authorized to issue or cause to be issued and shall issue the HoldCo Equity for distribution to the holders of Allowed Senior Notes Secured Claims in accordance with the terms of the Plan and to Knight Hawk as set forth in the Transaction Agreement, in each case, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. All of the shares of HoldCo Equity issued pursuant to the Plan, as contemplated by the Transaction Agreement, shall be duly authorized and validly issued. Other than as contemplated through the issuance of HoldCo Equity pursuant to the Plan and the Transaction Agreement, there shall exist on the Effective Date no other equity securities, warrants, options, or other agreements to acquire any equity interest in HoldCo.

(d) Restructuring Transactions

Before, on, and after the Effective Date, the Debtors, or the Post-Effective Date Debtor, as applicable, are authorized, without further order of the Bankruptcy Court, to take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions under or in connection with the Plan, including: (1) the execution and delivery of all appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree with the consent (not to be unreasonably withheld) of the Required Supporting Senior Noteholders and Knight Hawk; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable Entities agree with the consent (not to be unreasonably withheld) of the Required Supporting Senior Noteholders and Knight Hawk; (3) rejection or assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; (4) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; and (5) subject to the occurrence of the Effective Date, the consummation of the transactions contemplated by the Transaction Agreement.

(e) Payment of Cure Costs and Other Amounts

On or as soon as reasonably practicable after the Effective Date, (i) NewCo (or an Affiliate thereof), with funds provided by Knight Hawk, shall pay all NewCo Cure Costs, and (ii) the Debtors shall pay (either directly or through NewCo) all Debtor Cure Costs, in each case that are required to be paid (if any) pursuant to and in accordance with sections 365 or 1123 of the Bankruptcy Code with respect to any Executory Contracts or Unexpired Leases that are assumed by the Debtors and assigned to NewCo pursuant to the Transaction Agreement and the Plan. The Debtors and the Post-Effective Date Debtor (a) shall not have any obligation to make any payment or other distribution on account of any NewCo Cure Costs, and (b) shall have the obligation to pay NewCo for any amounts that are accrued as of the closing under the Transaction Agreement prorated per diem as of such closing not yet due and payable with respect to any Executory Contracts or Unexpired Leases that are assumed by the Debtors and assigned to NewCo pursuant to the Transaction Agreement and the Plan. NewCo, HoldCo, the Supporting Senior Noteholders, and Knight Hawk shall not have any obligation to make any payment or other distribution on account of any Debtor Cure Costs, except for Debtor Cure Costs paid through NewCo. All Royalty Agreements, as amended or restated as contemplated by the Transaction Agreement, shall be assumed and assigned to NewCo or otherwise conveyed to NewCo and all monetary defaults thereunder cured by NewCo or the Debtors, in each case as provided in the Transaction Agreement, on or prior to the Effective Date.

(f) Sale Free and Clear of Certain Liabilities

Pursuant to section 363(f) of the Bankruptcy Code, the Sale Transaction will be a sale free and clear of all liens, claims, and interests, including (a) the mining restrictions asserted in the lawsuit styled *Western Leasing, Inc. v. Western Land Co., LCC, et al.*, Case No. 17-CI-431, filed in the Muhlenberg Circuit Court in the State of Kentucky and (b) any rights of first refusal on any of the Debtors' assets, to the extent such assets are Transferred Assets, including: (i) the Memorandum of Reciprocal Mining Agreement, dated May 31, 2007, (ii) Reciprocal Mining Agreement, dated November 20, 2006; and (iii) the Right-of-First Refusal Agreement, dated April 24, 2007 and any

extensions thereof. In addition, the purchaser will be entitled to a good faith finding and a finding that there was no collusion under sections 363(m) and 363(n) of the Bankruptcy Code.

3. *Post-Effective Date Debtor*

On and after the Effective Date, in accordance with the Wind-Down Budget, the Post-Effective Date Debtor shall continue in existence for purposes of (1) winding down the Debtors' businesses and affairs as expeditiously as reasonably possible, (2) resolving Disputed Claims, (3) paying Allowed Priority Tax Claims, Allowed Administrative Claims (including but not limited to Professional Fee Claims), Allowed Priority Claims, Allowed Senior Notes Claims, Allowed Other Secured Claims, Allowed General Unsecured Claims, and Debtor Cure Costs as provided in the Plan, (4) establishing and funding the Distribution Reserve Accounts, (5) enforcing and prosecuting claims, interests, rights, and privileges under the Retained Causes of Action in an efficacious manner and only to the extent the benefits of such enforcement or prosecution are reasonably believed to outweigh the costs associated therewith, (6) filing appropriate tax returns, (7) complying with its continuing obligations under the Transaction Agreement (including with respect to the transfer of permits to NewCo as contemplated therein); and (8) administering the Plan in an efficacious manner. The Post-Effective Date Debtor shall be deemed to be substituted as the party-in-lieu of the Debtors in all matters, including for (a) all motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (b) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Plan Administrator to file motions or substitutions of parties or counsel in each such matter.

4. *Plan Administrator*

The Plan Administrator shall act for the Post-Effective Date Debtor in accordance with the Wind-Down Budget in the same fiduciary capacity as applicable to a board of managers, directors, and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same). On the Effective Date, the authority, power, and incumbency of the persons acting as managers and officers of the Post-Effective Date Debtor shall be deemed to have resigned, and a representative of the Plan Administrator shall be appointed as the sole manager and sole officer of the Post-Effective Date Debtor, and shall succeed to the powers of the Post-Effective Date Debtor's managers, directors, and officers. From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Post-Effective Date Debtor in accordance with the Wind-Down Budget as further described in Article VII in the Plan; provided that the Plan Administrator shall use commercially reasonable efforts to operate in a manner consistent with the Wind-Down Budget.

Notwithstanding anything herein to the contrary, the Post-Effective Date Debtor and the Plan Administrator shall be deemed to be fully bound by the terms of the Plan, and the Confirmation and Sale Order.

(a) *Powers of the Plan Administrator*

The powers of the Plan Administrator shall include any and all powers and authority to implement the Plan and to administer and distribute the Distribution Reserve Accounts and wind down the businesses and affairs of the Debtors and the Post-Effective Date Debtor, including: (1) liquidating, receiving, holding, and investing, supervising, and protecting the Post-Effective Date Debtor Assets; (2) taking all steps to execute all instruments and documents necessary to effectuate the distributions to be made under the Plan from the Distribution Reserve Accounts; (3) making distributions from the Distribution Reserve Accounts as contemplated under the Plan; (4) establishing and maintaining bank accounts in the name of the Post-Effective Date Debtor; (5) subject to the terms set forth herein, employing, retaining, terminating, or replacing professionals to represent it with respect to its responsibilities or otherwise effectuating the Plan to the extent necessary; (6) paying all reasonable fees, expenses, debts, charges, and liabilities of the Post-Effective Date Debtor; (7) administering and paying taxes of the Post-Effective Date Debtor, including filing tax returns; (8) representing the interests of the Post-Effective Date Debtor or the Estates before any taxing authority in all matters, including any action, suit, proceeding or audit; and (9) exercising such other powers as may be vested in it pursuant to order of the Bankruptcy Court or pursuant to the Plan, or as it reasonably deems to be necessary and proper to carry out the provisions of the Plan.

The Plan Administrator may resign at any time upon 30 days' written notice delivered to the Bankruptcy Court; *provided* that such resignation shall only become effective upon the appointment of a permanent or interim successor Plan Administrator. Upon its appointment, the successor Plan Administrator, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor and all responsibilities of the predecessor Plan Administrator relating to the Post-Effective Date Debtor shall be terminated.

(b) Plan Administrator Rights and Powers

The Plan Administrator shall retain and have all the rights, powers and duties necessary to carry out his or her responsibilities under the Plan, and as otherwise provided in the Confirmation and Sale Order. The Plan Administrator shall be the exclusive trustee of the Post-Effective Date Debtor Assets for the purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estates appointed pursuant to Bankruptcy Code § 1123(b)(3)(B).

(c) Retention of Professionals

The Plan Administrator shall have the right to retain the services of attorneys, accountants, and other professionals that, in the discretion of the Plan Administrator, are necessary to assist the Plan Administrator in the performance of his or her duties. The reasonable fees and expenses of such professionals shall be paid by the Post-Effective Date Debtor from the Wind-Down Reserve upon the monthly submission of statements to the Plan Administrator. The payment of the reasonable fees and expenses of the Plan Administrator's retained professionals shall be made in the ordinary course of business from the Wind-Down Reserve and shall not be subject to the approval of the Bankruptcy Court.

(d) Plan Administrator Compensation and Expenses

The Plan Administrator's compensation, on a post-Effective Date basis, shall be as described in the Plan Supplement and paid out of the Wind-Down Budget Reserve.

All costs, expenses and obligations incurred by the Plan Administrator in administering the Plan, the Post-Effective Date Debtor, or in any manner connected, incidental or related thereto, in effecting distributions from the Post-Effective Date Debtor thereunder (including the reimbursement of reasonable expenses) shall be a charge against the Post-Effective Date Debtor Assets remaining from time to time in the hands of the Plan Administrator. Such expenses shall be paid from the Wind-Down Reserve and paid as they are incurred without the need for Bankruptcy Court approval.

(e) Plan Administrator Oversight

Notwithstanding anything to the contrary contained in the Plan, the Plan Administrator shall consult with the Required Supporting Senior Noteholders with regard to the settlement of any Administrative Claim, Priority Claim, or Other Secured Claim.

(f) Wind Down

On and after the Effective Date, the Plan Administrator will be authorized to implement the Plan and any applicable orders of the Bankruptcy Court, and the Plan Administrator shall have the power and authority to take any action necessary to wind down and dissolve the Debtors' Estates.

As soon as practicable after the Effective Date, the Plan Administrator shall: (1) cause the Debtors and the Post-Effective Date Debtor, as applicable, to comply with, and abide by, the terms of the Transaction Agreement, and any other documents contemplated thereby; (2) file for each of the Debtors, except the Post-Effective Date Debtor, a certificate of dissolution or equivalent document, together with all other necessary corporate and company documents, to effect the dissolution of the Debtors under the applicable laws of their state of incorporation or formation (as applicable), including, but not limited to, any actions contemplated in Sections 275–283 of the DGCL; and (3) take such other actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of

the Plan. For purposes of clause (2) of the preceding sentence, the Plan shall constitute a plan of distribution as contemplated in the DGCL. The certificate of dissolution or equivalent document may be executed by the Plan Administrator without need for any action or approval by the shareholders or Board of Directors of any Debtor. From and after the Effective Date, except with respect to the Post-Effective Date Debtor as set forth herein, the Debtors (4) for all purposes shall be deemed to have withdrawn their business operations from any state in which the Debtors were previously conducting, or are registered or licensed to conduct, their business operations, and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal, (5) shall be deemed to have cancelled pursuant to the Plan all Interests, and (6) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Effective Date. For the avoidance of doubt, (7) notwithstanding the Debtors' dissolution, the Debtors shall be deemed to remain intact solely with respect to the preparation, filing, review, and resolution of applications for Professional Fee Claims.

The filing of the final monthly report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Plan Administrator.

(g) Exculpation; Indemnification; Insurance; Liability Limitation

The Plan Administrator and all professionals retained by the Plan Administrator, each in their capacities as such, shall be deemed exculpated and indemnified, except for fraud, willful misconduct, or gross negligence, in all respects by the Post-Effective Date Debtor. The Plan Administrator may obtain, at the expense of the Post-Effective Date Debtor and with funds from the Wind-Down Reserve, commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations of the Post-Effective Date Debtor. The Plan Administrator may rely upon written information previously generated by the Debtors.

For the avoidance of doubt, notwithstanding anything to the contrary contained herein, the Plan Administrator, in its capacity as such, shall have no liability whatsoever to any party for the liabilities and/or obligations, however created, whether direct or indirect, in tort, contract, or otherwise, of the Debtors.

(h) Tax Returns

After the Effective Date, the Plan Administrator shall complete and file all final or otherwise required federal, state, and local tax returns for each of the Debtors, and, pursuant to section 505(b) of the Bankruptcy Code, may request an expedited determination of any unpaid tax liability of such Debtor or its Estate for any tax incurred during the administration of such Debtor's Chapter 11 Case, as determined under applicable tax laws.

(i) Dissolution of the Post-Effective Date Debtor

Upon a certification to be Filed with the Bankruptcy Court by the Plan Administrator of all distributions having been made and completion of all its duties under the Plan and entry of a final decree closing the last of the Chapter 11 Cases, the Post-Effective Date Debtor shall be deemed to be dissolved without any further action by the Post-Effective Date Debtor, including the filing of any documents with the secretary of state for the state in which the Post-Effective Date Debtor is formed or any other jurisdiction. The Plan Administrator, however, shall have authority to take all necessary actions to dissolve the Post-Effective Date Debtor in and withdraw the Post-Effective Date Debtor from applicable state(s).

5. *Reserves Administered by the Plan Administrator*

The Plan Administrator shall establish each of the Distribution Reserve Accounts (which may be affected by either establishing a segregated account or establishing book entry accounts, in the sole discretion of the Plan Administrator).

(a) Undeliverable Distribution Reserve

If a Distribution to any Holder of an Allowed Claim is returned to the Plan Administrator as undeliverable or is otherwise unclaimed, such Distribution shall be deposited in a segregated, interest-bearing account, designated

as an “Undeliverable Distribution Reserve,” for the benefit of such Holder until such time as such Distribution becomes deliverable, is claimed or is deemed to have been forfeited in accordance with Article I.A.3 of the Plan.

Any Holder of an Allowed Claim that does not assert a Claim pursuant to the Plan for an Undeliverable or Unclaimed Distribution within three months after the first Distribution is made to such Holder shall be deemed to have forfeited its claim for such Undeliverable or Unclaimed Distribution and shall be forever barred and enjoined from asserting any such claim for the Undeliverable or Unclaimed Distribution against any Debtor, any Estate, the Plan Administrator, the Post-Effective Date Debtor, or their respective properties or assets. In such cases, any Cash or other property held by the Post-Effective Date Debtor in the Undeliverable Distribution Reserve for distribution on account of such claims for Undeliverable or Unclaimed Distributions, including the interest that has accrued on such Undeliverable or Unclaimed Distribution while in the Undeliverable Distribution Reserve, shall become the property of the Post-Effective Date Debtor, notwithstanding any federal or state escheat laws to the contrary, and shall promptly be transferred to the General Account to be distributed according to the priority set forth in Article VIII.G of the Plan without further action or order of the Court; provided that any Undeliverable or Unclaimed Distribution on account of an Allowed General Unsecured Claim shall be transferred to the GUC Reserve.

The Plan Administrator and his or her respective agents and attorneys are under no duty to take any action to either (i) attempt to locate any Claim Holder, or (ii) obtain an executed Internal Revenue Service Form W-9 from any Claim Holder; provided that in his or her sole discretion, the Plan Administrator may periodically publish notice of Unclaimed Distributions.

Within fifteen (15) Business Days after the Holder of an Allowed Claim satisfies the requirements of the Plan, such that the distribution(s) attributable to its Claim is no longer an Undeliverable or Unclaimed Distribution (provided that satisfaction occurs within the time limits set forth in Article VIII.A.3 of the Plan), the Plan Administrator shall distribute out of the Undeliverable Distribution Reserve the amount of the Undeliverable or Unclaimed Distribution attributable to such Claim, including the interest that has accrued on such Undeliverable or Unclaimed Distribution while in the Undeliverable Distribution Reserve to the General Account.

(b) Priority Claims Reserve

On the Effective Date, the Plan Administrator shall establish the Priority Claims Reserve by depositing Cash in the amount of the Priority Claims Reserve Amount into the Priority Claims Reserve. The Priority Claims Reserve Amount shall be used to pay Allowed Priority Claims. If all or any portion of a Priority Claim shall become a Disallowed Claim, then the amount on deposit in the Priority Claims Reserve attributable to such surplus or such Disallowed Claim, including the interest that has accrued on said amount while on deposit in the Priority Claims Reserve, shall remain in the Priority Claims Reserve to the extent that the Plan Administrator determines necessary to ensure that the Cash remaining in the Priority Claims Reserve is sufficient to ensure that all Allowed Priority Claims will be paid in accordance with the Plan, and shall otherwise promptly be transferred to the General Account to be distributed in accordance with the Plan without any further action or order of the Court. Any amounts remaining in the Priority Claims Reserve after payment of all Allowed Priority Claims shall promptly be transferred to the General Account and shall be distributed according to the priority set forth in Article VIII.G of the Plan without any further action or order of the Court.

(c) Wind-Down Reserve

On the Effective Date, the Plan Administrator shall establish the Wind-Down Reserve by depositing Cash in the amount of the Wind-Down Amount into the Wind-Down Reserve. The Wind-Down Reserve shall be used by the Plan Administrator solely to satisfy the expenses of the Post-Effective Date Debtor and the Plan Administrator as set forth in the Plan and the Wind-Down Budget; provided that all costs and expenses associated with the winding up of the Post-Effective Date Debtor and the storage of records and documents shall constitute expenses of the Post-Effective Date Debtor and shall be paid from the Wind-Down Reserve. In no event shall the Plan Administrator be required or permitted to use its personal funds or assets for such purposes. Any amounts remaining in the Wind-Down Reserve after payment of all expenses of the Post-Effective Date Debtor and the Plan Administrator shall promptly be transferred to the General Account and shall be distributed according to the priority set forth in Article VIII.G of the Plan without any further action or order of the Court.

(d) Other Secured Claim Reserve

On the Effective Date, the Plan Administrator shall establish the Other Secured Claims Reserve by depositing Cash in the amount of the Other Secured Claims Reserve Amount into the Other Secured Claims Reserve. The Other Secured Claims Reserve Amount shall be used to pay Allowed Other Secured Claims. If all or any portion of an Other Secured Claim shall become a Disallowed Claim, then the amount on deposit in the Other Secured Claims Reserve attributable to such surplus or such Disallowed Claim, including the interest that has accrued on said amount while on deposit in the Other Secured Claims Reserve, shall remain in the Other Secured Claims Reserve to the extent that the Plan Administrator determines necessary to ensure that the Cash remaining in the Other Secured Claims Reserve is sufficient to ensure that all Allowed Other Secured Claims will be paid in accordance with the Plan, and shall otherwise promptly be transferred to the General Account to be distributed in accordance with the Plan without any further action or order of the Court. Any amounts remaining in the Other Secured Claims Reserve after satisfaction of all Allowed Other Secured Claims shall promptly be transferred to the General Account and shall be distributed according to the priority set forth in Article VIII.G of the Plan without any further action or order of the Court.

(e) GUC Reserve

On the Effective Date, the Plan Administrator shall establish and thereafter maintain the GUC Reserve in a separate, segregated account by depositing the GUC Distribution Proceeds into the GUC Reserve. The GUC Distribution Proceeds shall be used to pay Allowed General Unsecured Claims on a pro rata basis. If all or any portion of a General Unsecured Claim shall become a Disallowed Claim, then the amount on deposit in the GUC Reserve attributable to such surplus or such Disallowed Claim, including the interest that has accrued on said amount while on deposit in the GUC Reserve, shall remain in the GUC Reserve and be distributed to holders of Allowed General Unsecured Claims in accordance with the Plan.

Notwithstanding anything to the contrary in the Plan, neither the Plan Administrator, the Post-Effective Date Debtor nor any other party in interest shall be obligated to fund the GUC Reserve in an aggregate amount in excess of the GUC Distribution Proceeds.

(f) Distribution Proceeds/Priority Waterfall

The Plan Administrator shall deliver to the Senior Note Trustee on a periodic basis all Remaining Collateral Proceeds available for distribution from time to time to the Holders of Allowed Senior Notes Secured Claims pursuant to Article III.B.3 of the Plan, with any balance constituting GUC Distribution Proceeds. All Remaining Available Asset Proceeds shall be allocated and paid to the applicable holders of Claims until paid in full from time to time in the following priority (in each case on a pro rata basis): (i) *first*, on account of any Adequate Protection Claims remaining after taking into account any distributions received on account thereof pursuant to Article III.B.3 of the Plan or the preceding sentence (the “Remaining Adequate Protection Claims”); and (ii) and *second*, on account of any Allowed General Unsecured Claims (including any Senior Notes Deficiency Claims).

(g) General Account and Distribution Reserve Account Adjustments

Beginning on the first anniversary of the Effective Date or at such other times as the Plan Administrator shall determine as appropriate, and thereafter, on each anniversary of the Effective Date, the Plan Administrator shall determine the amount of Cash required to adequately maintain each of the Distribution Reserve Accounts (other than the GUC Reserve). Other than with respect to amounts held in the GUC Reserve, if after making and giving effect to any determination referred to in the immediately preceding sentence, the Plan Administrator determines that any Distribution Reserve Account (i) contains Cash in an amount in excess of the amount then required to adequately maintain such Distribution Reserve Account, then at any such time the Plan Administrator shall transfer such surplus Cash to the General Account to be used or distributed according to the priority set forth in Article VIII.H of the Plan, or (ii) does not contain Cash in an amount sufficient to adequately maintain such Distribution Reserve Account (other than the GUC Reserve), then at any such time the Plan Administrator shall transfer Cash from the General Account, to the extent Cash is available in the General Account until the deficit in such Distribution Reserve Account is eliminated. Any funds in the General Account not needed to eliminate a Distribution Reserve Account deficit shall be allocated and paid in the following priority (in each case on a pro rata basis): (x) *first*, to each Holder of a Remaining Adequate Protection Claim until such Claim is paid in full; (y) *second*, to the extent such funds constitute Remaining

Collateral Proceeds, to each Holder of an Allowed Senior Notes Secured Claim until such Allowed Class 3 Senior Notes Secured Claim is paid in full; and (z) *third*, to each Holder of an Allowed General Unsecured Claim.

D. *Provisions Governing Distributions*

1. *Rights and Powers of the Debtors and the Plan Administrator*

(a) Powers of the Debtors and the Plan Administrator

Except as otherwise set forth herein, all distributions under the Plan shall be made on the Effective Date or as soon as reasonably practicable thereafter by the Debtors or the Plan Administrator (or its designee(s)), the timing of which shall be subject to the reasonable discretion of the Debtors or the Plan Administrator, as applicable.

On and after the Effective Date, the Plan Administrator and its designees or representatives shall have the right to object to, Allow, or otherwise resolve any General Unsecured Claim, Priority Claim, or Other Secured Claim, subject to the terms hereof; *provided* that the Plan Administrator and its designees or representatives shall not have the right to object to the Allowed Senior Notes Deficiency Claims.

The Debtors and the Plan Administrator, as applicable, shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. However, in the event that the Plan Administrator is so ordered after the Effective Date, all costs and expenses of procuring any such bond or surety shall be paid for with Cash from the Wind-Down Reserve.

(b) Fees of Plan Administrator and Expenses Incurred On or After the Effective Date

Except as otherwise ordered by the Bankruptcy Court, the fees and expenses incurred by the Plan Administrator on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement Claims (including attorney fees and expenses) made by the Plan Administrator in connection with such Plan Administrator's duties shall be paid without any further notice to or action, order, or approval of the Bankruptcy Court in Cash from the Wind-Down Reserve if such amounts relate to any actions taken hereunder.

2. *Delivery of Distributions and Undeliverable or Unclaimed Distributions*

(a) Record Date for Distribution

On the Distribution Record Date, the Claims Register shall be closed and the Debtors, the Plan Administrator, or any other party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. The Distribution Record Date shall not apply to the Senior Notes Trustee with respect to beneficial holders of the Senior Notes Claims.

(b) Distributions to Beneficial Holders of the Senior Notes Claims

Notwithstanding any provision of the Plan to the contrary, distributions to beneficial holders of the Senior Notes Claims shall be made to or at the direction of the Senior Notes Trustee, which shall act as disbursing agent for distributions to the beneficial holders of the Senior Notes Claims under the Senior Notes Indenture. The Senior Notes Trustee may transfer or direct the transfer of such distributions directly through the facilities of DTC (whether by means of book-entry exchange, free delivery, or otherwise) and will be entitled to recognize and deal for all purposes under the Plan with beneficial holders of Senior Notes Claims to the extent consistent with the customary practices of DTC. Such distributions shall be subject in all respects to the right of the Senior Notes Trustee to assert its charging lien under the Senior Notes Indenture against such distributions. All distributions to be made to beneficial holders of Senior Notes Claims shall be eligible to be distributed through the facilities of DTC and as provided for under the Senior Notes Indenture.

(c) Delivery of Distributions in General

(i) Payments and Distributions on Disputed Claims

Distributions made after the Effective Date to Holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall, in the reasonable discretion of the Plan Administrator, be deemed to have been made by the Plan Administrator on the Effective Date unless the Plan Administrator and the Holder of such Claim agree otherwise.

(ii) Special Rules for Distributions to Holders of Disputed Claims

Notwithstanding any provision otherwise in the Plan and except as may be agreed to by, as applicable, the Debtors or the Plan Administrator, as applicable, on the one hand, and the Holder of a Disputed Claim, on the other hand, no partial payments and no partial distributions shall be made with respect to any Disputed Claim, other than with respect to Professional Fee Claims, until all Disputed Claims held by the Holder of such Disputed Claim have become Allowed Claims or have otherwise been resolved by settlement or Final Order.

(iii) Distributions

On and after the Effective Date, the Debtors or the Plan Administrator, as applicable, shall make the distributions required to be made on account of Allowed Claims under the Plan. Any distribution that is not made on the Initial Distribution Date or on any other date specified in the Plan because the Claim that would have been entitled to receive that distribution is not an Allowed Claim on such date, shall be held by the Plan Administrator in reserve by the Plan Administrator in accordance with the Plan, as applicable, and distributed on the next Subsequent Distribution Date that occurs after such Claim is Allowed. Subject to Article VI.E in the Plan, no interest shall accrue or be paid on the unpaid amount of any distribution paid pursuant to the Plan.

(d) Minimum; De Minimis Distributions

No Cash payment of less than \$50, in the reasonable discretion of the Debtors or the Plan Administrator, as applicable, shall be made to a Holder of an Allowed Claim on account of such Allowed Claim.

(e) Undeliverable Distributions and Unclaimed Property

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Debtors or the Plan Administrator, as applicable, has determined the then-current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided* that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of three months from the date the initial distribution is made. After such date, all unclaimed property or interests in property shall revert (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary) to the Post-Effective Date Debtor automatically and without need for a further order by the Bankruptcy Court for distribution in accordance with the Plan and the Claim of any Holder to such property or interest in property shall be released, settled, compromised, and forever barred.

(f) Manner of Payment Pursuant to the Plan

Any payment in Cash to be made pursuant to the Plan shall be made at the election of the Debtors or the Plan Administrator, as applicable, by check or by wire transfer.

3. *Exemption from Securities Laws.*

The issuance of and the distribution under the Plan of the HoldCo Equity to Holders of Allowed Senior Notes Secured Claims (but not the issuance of HoldCo Equity to Knight Hawk as described in the Transaction Agreement) shall be exempt from registration under the Securities Act and any other applicable securities laws pursuant to section 1145 of the Bankruptcy Code. These Securities may be resold without registration under the Securities Act or other

federal securities laws pursuant to the exemptions provided by sections 1145(b)(1) and 1145(c) of the Bankruptcy Code, unless the holder is an “underwriter” with respect to such Securities, as that term is defined in section 1145(b) of the Bankruptcy Code, or an “affiliate” of HoldCo within the meaning of Rule 144 under the Securities Act and section 4(a)(2) of the Securities Act. In addition, such section 1145 exempt Securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states. The issuance of HoldCo Equity to Knight Hawk pursuant to the Transaction Agreement is expected to be exempt from registration under the Securities Act and any other applicable securities laws as a private placement by HoldCo under section 4(a)(2) of the Securities Act or any other applicable exemptions.

E. *Settlement, Release, Injunction, and Related Provisions*

1. *Settlement, Compromise, and Release of Claims and Interests*

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation and Sale Order shall constitute the Bankruptcy Court’s approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Plan Administrator may compromise and settle Claims against, and Interests in, the Debtors and their Estates and Causes of Action against other Entities.

2. *Release of Liens*

Except as otherwise specifically provided in the Plan, the Transaction Agreement or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and the Transaction Agreement, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, compromised, and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or Filing being required to be made by the Debtors. In addition, the Senior Notes Trustee shall execute and deliver all documents reasonably requested by the Debtors or Plan Administrator to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Debtors to file UCC-3 termination statements (to the extent applicable) with respect thereto.

3. *Releases by the Debtors*

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, including the service of the Released Parties in facilitating the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, effective as of the Effective Date, the Debtors, the Post-Effective Date Debtor, and any Person seeking to exercise the rights of the Estates, including any successor to the Debtors or any estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code shall be deemed to forever release, waive, and discharge the Released Parties of any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws or otherwise, including those that any of the Debtors, the Post-Effective Date Debtor, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any claim or Interest, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the conduct of the Debtors’ businesses, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Post-Effective Date

Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any of the Debtors and any Released Party, the restructuring of claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Support Agreement, the Transaction Agreement, Plan, the Plan Supplement, the Disclosure Statement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, or occurrence relating to the foregoing taking place on or before the Effective Date of the Plan.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity: (1) arising under the Plan, the Transaction Agreement, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or (2) expressly set forth in and preserved by the Plan, the Plan Supplement, or related documents.

Entry of the Confirmation and Sale Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable and reasonable; (5) given and made after reasonable investigation by the Debtors and after notice and opportunity for hearing; and (6) a bar to any of the Debtors asserting any claim released by the Debtor Release against any of the Released Parties.

4. Releases by Holders of Claims and Interests

Except as otherwise specifically provided in the Plan, for good and valuable consideration, including the service of the Released Parties in facilitating the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, effective as of the Effective Date, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to forever release, waive, and discharge the Released Parties of any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity, or otherwise, whether for tort, contract, violations of federal or state securities laws or otherwise, including those that any of the Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the conduct of the Debtors' businesses, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any of the Debtors and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Support Agreement, the Transaction Agreement, Plan, the Plan Supplement, the Disclosure Statement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, or occurrence relating to the foregoing taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, the Transaction Agreement, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Entry of the Confirmation and Sale Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released by the Releasing Parties; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable and reasonable; (5) given and made

after notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any Claim released by the Third-Party Release against any of the Released Parties.

5. Exculpation

Upon and effective as of the Effective Date, the Debtors and their directors, officers, employees, attorneys, investment bankers, financial advisors, restructuring consultants, and other professional advisors and agents will be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section 1125(e) of the Bankruptcy Code.

Except with respect to any acts or omissions expressly set forth in and preserved by the Plan, the Plan Supplement, the Transaction Agreement or related documents, the Debtors and the Released Parties (collectively, the “Exculpated Parties”) shall neither have nor incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with, or arising from or relating in any way to, the Chapter 11 Cases, including the operation of the Debtors’ businesses during the pendency of these Chapter 11 Cases; formulating, negotiating, preparing, disseminating, implementing, and/or effecting the Restructuring Support Agreement, the Transaction Agreement, the Disclosure Statement, and the Plan (including the Plan Supplement and any related contract, instrument, release, or other agreement or document created or entered into in connection therewith); the solicitation of votes for the Plan and the pursuit of Confirmation and Consummation of the Plan; the administration of the Plan and/or the property to be distributed under the Plan; and/or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors. In all respects, each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its respective duties under, pursuant to, or in connection with the Plan.

Notwithstanding anything herein to the contrary, nothing in the foregoing “Exculpation” shall exculpate any Person or Entity from any liability resulting from any act or omission constituting fraud, willful misconduct, gross negligence, criminal conduct, malpractice, misuse of confidential information that causes damages, or ultra vires acts as determined by a Final Order.

6. Injunction

Except as otherwise provided in the Plan or the Confirmation and Sale Order, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to the Plan; (3) are subject to exculpation pursuant to the Plan; or (4) are otherwise stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from: (A) commencing or continuing in any manner any action or other proceeding of any kind, including on account of any Claims, Interests, Causes of Actions, or liabilities that have been compromised or settled against the Debtors, the Post-Effective Date Debtor, or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of or in connection with or with respect to any released, settled, compromised, or exculpated Claims, equity Interests, Causes of Action, or liabilities; (B) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against the Debtors, the Post-Effective Date Debtor, or any Entity so released or exculpated (or the property or estate of the Debtors or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, equity Interests, Causes of Action, or liabilities; (C) creating, perfecting, or enforcing any lien, claim, or encumbrance of any kind against the Debtors, the Post-Effective Date Debtor, or any Entity so released or exculpated (or the property or estate of the Debtors or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, equity Interests, Causes of Action, or liabilities; (D) asserting any right of setoff or subrogation of any kind against any obligation due from the Debtors or any Entity so released or exculpated (or the property or estate of the Debtors or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, equity Interests, Causes of Action, or liabilities unless such Entity has timely asserted such setoff or subrogation right prior to confirmation in a document Filed with the Bankruptcy Court explicitly preserving such setoff or subrogation; and (e) commencing or continuing in any manner any action or other proceeding of any kind

against the Debtors, the Post-Effective Date Debtor, or any Entity so released or exculpated (or the property or estate of the Debtors or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, equity Interests, Causes of Action, or liabilities released, settled, or compromised pursuant to the Plan; provided that nothing contained in the Plan shall preclude an Entity from obtaining benefits directly and expressly provided to such Entity pursuant to the terms of the Plan; provided further that nothing contained in the Plan shall be construed to prevent any Entity from defending against Claims, objections, or collection actions whether be asserting a right of setoff or otherwise to the extent permitted by law.

ARTICLE VII. VOTING AND CONFIRMATION

On November 8, 2017, the Debtors filed a motion seeking entry of a proposed Disclosure Statement Order approving this Disclosure Statement.

A. *Classes Entitled to Vote on the Plan*

The following Classes are the only Classes entitled to vote to accept or reject the Plan (the “Voting Classes”):

Class	Claim	Status
3	Senior Notes Secured Claims	Impaired
4	General Unsecured Claims	Impaired

If your Claim or Interest is not included in the Voting Classes, you are not entitled to vote and you will not receive a Solicitation Package (as defined herein) or a Ballot. If your Claim is included in the Voting Classes, you should read your Ballot and carefully follow the instructions set forth therein. Please use only the Ballot that accompanies this Disclosure Statement or the Ballot that the Debtors, or the Notice and Solicitation Agent on behalf of the Debtors, otherwise provide to you.

B. *Votes Required for Acceptance by a Class*

Under the Bankruptcy Code, acceptance of a plan of reorganization by a class of claims or interests is determined by calculating the amount and, if a class of claims, the number, of claims and interests voting to accept, as a percentage of the allowed claims or interests, as applicable, that have voted. Each Class of Claims entitled to vote on the Plan will have accepted the Plan if: (a) the Holders of at least two-thirds in dollar amount of the Claims actually voting in each Class vote to accept the Plan; and (b) the Holders of more than one-half in number of the Claims actually voting in each Class vote to accept the Plan.

C. *Certain Factors to Be Considered Prior to Voting*

There are a variety of factors that all holders of Claims entitled to vote on the Plan should consider prior to voting to accept or reject the Plan. These factors may impact recoveries under the Plan, including that:

- the financial information contained in this Disclosure Statement has not been audited and is based on an analysis of data available at the time of the preparation of the Plan and this Disclosure Statement;
- although the Debtors believe that the Plan complies with all applicable provisions of the Bankruptcy Code, the Debtors can neither assure such compliance nor that the Bankruptcy Court will confirm the Plan;

- the Debtors may request Confirmation without the acceptance of all Impaired Classes entitled to vote in accordance with section 1129(b) of the Bankruptcy Code; and
- any delays of either Confirmation or Consummation could result in, among other things, increased Administrative Claims or Professional Fee Claims.

While these factors could affect distributions available to Holders of Allowed Claims under the Plan, the occurrence or impact of such factors will not necessarily affect the validity of the vote of Holders within the Voting Classes or necessarily require a re-solicitation of the votes of Holders of Claims in such Voting Classes.

For a further discussion of risk factors, please refer to Article VIII hereof, entitled “Certain Risk Factors to be Considered Before Voting.”

D. *Classes Not Entitled to Vote on the Plan*

Under the Bankruptcy Code, holders of claims and interests are not entitled to vote if their contractual rights are unimpaired by the proposed plan, in which case they are conclusively presumed to accept the proposed plan, or if they will receive no property under the plan, in which case they are deemed to reject the proposed plan. Accordingly, the following Classes of Claims and Interests are not entitled to vote to accept or reject the Plan:

Class	Claim or Interest	Status	Voting Rights
1	Other Priority Claims	Unimpaired	Presumed to Accept
2	Other Secured Claims	Unimpaired	Presumed to Accept
5	Intercompany Claims	Impaired	Deemed to Reject
6	Interests in Armstrong	Impaired	Deemed to Reject
7	Intercompany Interests	Impaired	Deemed to Reject
8	Section 510(b) Claims	Impaired	Deemed to Reject

E. *Solicitation Procedures*

1. *Notice and Solicitation Agent*

The Debtors retained Donlin Recano & Company, Inc. (“Donlin Recano”) to act, among other things, as the notice and solicitation agent (the “Notice and Solicitation Agent”) in connection with the solicitation of votes to accept or reject the Plan.

2. *Solicitation Package*

Pursuant to the Disclosure Statement Order, Holders of Claims who are entitled to vote to accept or reject the Plan as of **December 18, 2017** (the “Voting Record Date”), will receive appropriate solicitation materials (the “Solicitation Package”), which will include, in part, the following:

- the appropriate Ballot(s) and applicable voting instructions, together with a pre-addressed, postage pre-paid return envelope; and
- this Disclosure Statement, including the Plan as an exhibit thereto.

3. *Distribution of the Solicitation Package and Plan Supplement*

The Debtors will cause Donlin Recano to distribute the Solicitation Packages to Holders of Claims in the Voting Classes on or before December 22, 2017, which will be at least 28 days before the Voting Deadline (*i.e.*, 4:00 p.m. prevailing Central Time on January 19, 2018).

The Solicitation Package (except for the Ballots) may also be obtained: (a) from Donlin Recano by (i) visiting <http://www.donlinrecano.com/armstrong>; (ii) writing to Armstrong Energy, Inc., Ballot Processing Center, c/o Donlin, Recano & Company, Inc., Attn.: Armstrong Energy, Inc., *et al.*, 6201 15th Ave, Brooklyn, NY 11219; or (b) for a fee via PACER at <http://www.moeb.uscourts.gov>.

At least 14 days prior to the Confirmation Hearing, the Debtors intend to file the Plan Supplement. If the Plan Supplement is updated or otherwise modified, such modified or updated documents will be made available at <http://www.donlinrecano.com/armstrong>. The Debtors will not serve paper or CD-ROM copies of the Plan Supplement; however, parties may obtain a copy of the Plan Supplement (a) from Dolin Recano by (i) calling the Debtors' restructuring hotline at 866-416-0556 (toll free) or 212-771-1128 (international); (ii) visiting the Debtors' restructuring website at: <http://www.donlinrecano.com/armstrong>; (iii) writing to Donlin, Recano & Company, Inc., Attn: Armstrong Energy, Inc., *et. al.*, Ballot Processing, 6201 15th Ave, Brooklyn, NY 11219; or (b) for a fee via PACER at <http://www.moeb.uscourts.gov>.

As described above, certain Holders of Claims may not be entitled to vote because they are Unimpaired or are otherwise presumed to accept the Plan under section 1126(f) of the Bankruptcy Code. In addition, certain Holders of Claims and Interests may be Impaired but are receiving no distribution under the Plan, and are therefore deemed to reject the Plan and are not entitled to vote. Such Holders will receive only the Confirmation Hearing Notice and a non-voting status notice. The Debtors are only distributing a Solicitation Package, including this Disclosure Statement and a Ballot to be used for voting to accept or reject the Plan, to the Holders of Claims entitled to vote to accept or reject the Plan as of the Voting Record Date.

F. *Voting Procedures*

If, as of the Voting Record Date, you are a Holder of a Claim in Class 3 or 4—the Voting Classes—you may vote to accept or reject the Plan in accordance with the Solicitation Procedures by completing the Ballot and returning it in the envelope provided. If your Claim or Interest is not included in the Voting Classes you are not entitled to vote and you will not receive a Solicitation Package. Except as otherwise set forth herein, the Voting Record Date and all of the Debtors' solicitation and voting procedures shall apply to all of the Debtors' creditors and other parties in interest.

1. *Voting Deadline*

The Voting Deadline is January 19, 2018, at 4:00 p.m., prevailing Central Time. To be counted as a vote to accept or reject the Plan, a Ballot must be properly executed, completed, and delivered, whether by first class mail, overnight delivery, or personal delivery, so that the Ballot is **actually received** by Donlin Recano no later than the Voting Deadline.

2. *Voting Instructions*

As described above, the Debtors have retained Donlin Recano to serve as the Notice and Solicitation Agent for purposes of the Plan. Donlin Recano is available to answer questions, provide additional copies of all materials, oversee the voting process, and process and tabulate Ballots for each Class entitled to vote to accept or reject the Plan.

BALLOTS

To be counted, all Ballots must be **actually received** by Donlin Recano by the Voting Deadline, which is January 19, 2018, at 4:00 p.m., prevailing Central Time, at the following address:

Armstrong Energy, Inc. Ballot Processing
c/o Donlin, Recano & Company, Inc.
6201 15th Ave
Brooklyn, NY 11219

If you have any questions on the procedure for voting on the Plan, please call the Debtors' restructuring hotline maintained by Donlin Recano at: 866-416-0556 (toll free) or 212-771-1128 (international).

More detailed instructions regarding the procedures for voting on the Plan are contained in the Ballots distributed to Holders of Claims that are entitled to vote to accept or reject the Plan. All votes to accept or reject the Plan must be cast by using the appropriate Ballot. All Ballots must be properly executed, completed, and delivered according to their applicable voting instructions by: (a) first class mail, in the return envelope provided with each Ballot; (b) overnight courier; or (c) hand-delivery, so that the Ballots are **actually received** by Donlin Recano no later than the Voting Deadline at the return address set forth in the applicable Ballot. Any Ballot that is properly executed by the Holder of a Claim entitled to vote that does not clearly indicate an acceptance or rejection of the Plan or that indicates both an acceptance and a rejection of the Plan will not be counted.

Each Holder of a Claim entitled to vote to accept or reject the Plan may cast only one Ballot for each Claim in a Voting Class held by such Holder. By signing and returning a Ballot, each Holder of a Claim entitled to vote will certify to the Bankruptcy Court and the Debtors that no other Ballots with respect to such Claim have been cast or, if any other Ballots have been cast with respect to such Claim, such earlier Ballots are superseded and revoked. It is important to follow the specific instructions provided on each Ballot, as failing to do so may result in your Ballot not being counted.

3. *Disputed Claims Procedures*

The Disclosure Statement Order authorizes the Debtors to temporarily allow Claims against which an objection is pending as of the Voting Record Date in an amount that the Bankruptcy Court deems appropriate for purposes of permitting the Holder of such Claim to vote to accept or reject the Plan. Pursuant to the Solicitation Procedures, if a Claim in a Voting Class is subject to an objection other than a "reduce and allow" objection that is Filed with the Court on or prior to seven days before the Voting Deadline: (i) the Debtors shall cause the applicable Holder to be served with a disputed claim notice; and (ii) the applicable Holder shall not be entitled to vote to accept or reject the Plan on account of such Claim unless a Resolution Event (as defined below) occurs. The Holder of a Claim in a Voting Class that is the subject of a pending objection on a "reduce and allow" basis shall be entitled to vote such Claim in the reduced amount contained in such objection.

If a Claim in a Voting Class is subject to an objection other than a "reduce and allow" objection that is filed with the Court fewer than seven days prior to the Voting Deadline, the applicable Claim shall be deemed temporarily allowed *for voting purposes only*, without further action by the Holder of such Claim and without further order of the Bankruptcy Court, unless the Bankruptcy Court orders otherwise.

A "Resolution Event" means the occurrence of one or more of the following events no later than two business days prior to the Voting Deadline: (i) an order of the Bankruptcy Court is entered allowing such Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing; (ii) an order of the Bankruptcy Court is entered temporarily allowing such Claim *for voting purposes only* pursuant to Bankruptcy Rule 3018(a), after notice and a hearing; (iii) a stipulation or other agreement is executed between the Holder of such Claim and the Debtors resolving the objection and allowing such Claim in an agreed upon amount; or (v) the pending objection is voluntarily withdrawn by the objecting party. No later than one business day following the occurrence of a Resolution Event, the Debtors

shall cause Donlin Recano to distribute via email, hand delivery, or overnight courier service a Solicitation Package and a pre-addressed, postage pre-paid envelope to the relevant Holder.

G. *Plan Objection Deadline*

The Disclosure Statement Order established January 19, 2018, at 4:00 p.m., prevailing Central Time, as the deadline to object to Confirmation of the Plan (the “Plan Objection Deadline”). All objections to the Plan must be filed with the Bankruptcy Court and served on the Debtors and certain other parties in interest in accordance with the Disclosure Statement Order so that they are **actually received** on or before the Plan Objection Deadline.

H. *Confirmation Hearing.*

Section 1128(a) of the Bankruptcy Code requires a bankruptcy court, after notice, to conduct a hearing to consider confirmation of a chapter 11 plan. Section 1128(b) of the Bankruptcy Code provides that any party in interest may object to confirmation of the Plan. **The Bankruptcy Court has scheduled a Confirmation Hearing for February 2, 2018, at 11:00 a.m., prevailing Central Time.** The Confirmation Hearing may be adjourned from time to time by the Bankruptcy Court without further notice except for an announcement of the adjourned date made at the Confirmation Hearing or the filing of a notice of such adjournment served in accordance with the order approving the Disclosure Statement and solicitation procedures. Any objection to the Plan must (1) be in writing; (2) conform to the Bankruptcy Rules and the Bankruptcy Local Rules; (3) state the name, address, phone number, and e-mail address of the objecting party and the amount and nature of the Claim or Interest of such entity, if any; (4) state with particularity the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (5) be filed, contemporaneously with a proof of service, with the Bankruptcy Court and served so that it is actually received by the following notice parties set forth in this Disclosure Statement no later than the Plan Objection Deadline. Unless an objection to the Plan is timely served and filed, it may not be considered by the Bankruptcy Court.

I. *Confirmation Standards.*

At a Confirmation Hearing, the Bankruptcy Court will determine whether the Plan satisfies the requirements of section 1129 of the Bankruptcy Code. The Debtors believe that the Plan satisfies or will satisfy all of the statutory requirements of chapter 11 of the Bankruptcy Code and that they have complied or will have complied with all of the requirements of chapter 11 of the Bankruptcy Code. Specifically, the Debtors believe that the Plan satisfies or will satisfy the applicable confirmation requirements of section 1129 of the Bankruptcy Code, including those set forth below.

- The Plan complies with the applicable provisions of the Bankruptcy Code.
- The Debtors, as the Plan proponents, have complied with the applicable provisions of the Bankruptcy Code.
- The Plan has been proposed in good faith and not by any means forbidden by law.
- Any payment made or to be made under the Plan for services or for costs and expenses in, or in connection with, the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, has been or will be disclosed to the Bankruptcy Court, and any such payment: (1) made before the confirmation of the Plan is reasonable; or (2) is subject to the approval of the Bankruptcy Court as reasonable, if it is to be fixed after confirmation of the Plan.
- With respect to each Class of Claims, each Holder of an Impaired Claim has accepted the Plan or will receive or retain under the Plan on account of such Claim property of a value as of the Effective Date of the Plan that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated on that date under chapter 7 of the Bankruptcy Code. With respect to each Class of Interests, each Holder of an Impaired Interest will have accepted the Plan or will receive or retain under the Plan on account of such Interest property of a value as of the Effective Date of the

Plan that is not less than the amount that such Holder would receive or retain if the Debtors were liquidated on that date under chapter 7 of the Bankruptcy Code.

- Each Class of Claims that is entitled to vote on the Plan will have either accepted the Plan or is not Impaired under the Plan, or the Plan can be confirmed without the approval of such voting Class of Claims pursuant to section 1129(b) of the Bankruptcy Code.
- Except to the extent that the Holder of a particular Claim will agree to a different treatment of its Claim, the Plan provides that: (i) Holders of Claims specified in sections 507(a)(2) will receive payment in full, in Cash; (ii) Holders of Claims specified in sections 507(a)(1), 507(a)(4), 507(a)(5), 507(a)(6), or 507(a)(7) of the Bankruptcy Code will receive on account of such Claims payment in full, in Cash; and (iii) Holders of Claims specified in section 507(a)(8) of the Bankruptcy Code will receive on account of such Claim payment in full, in Cash.
- At least one Class of Impaired Claims will have accepted the Plan, determined without including any acceptance of the Plan by any “insider,” as that term is defined by section 101(31) of the Bankruptcy Code, holding a Claim in that Class.
- Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial restructuring of the Debtors or any successors thereto under the Plan, unless the Plan contemplates such liquidation or restructuring.
- The Debtors have paid or the Plan provides for the payment of the required filing fees pursuant to 28 U.S.C. § 1930 to the clerk of the Bankruptcy Court.

1. Best Interests of Creditors Test—Liquidation Analysis

Often called the “best interests” test, section 1129(a)(7) of the Bankruptcy Code requires that a bankruptcy court find, as a condition to confirmation, that a chapter 11 plan provides, with respect to each class, that each holder of a claim or an interest in such class either (a) has accepted the plan or (b) will receive or retain under the plan property of a value, as of the effective date of the plan, that is not less than the amount that such holder would receive or retain if the debtors liquidated under chapter 7 of the Bankruptcy Code.

The Plan satisfies the best interests of creditors test as demonstrated by the liquidation analysis attached hereto as **Exhibit B**. The Plan provides a greater recovery to the holders of Claims than such Holders would receive under a liquidation under chapter 7 of the Bankruptcy Code, primarily because the Plan avoids additional administrative expenses and commissions associated with the appointment of a chapter 7 trustee, while increasing the efficiency of administering the Debtors’ relatively few remaining assets for the benefit of creditors.

2. Valuation

The Debtors, with the assistance of MAEVA, have pursued an extensive marketing process for substantially all of the Debtors’ assets, on both enterprise level and non-enterprise level bases. Beginning in the second quarter of 2016, the Debtors contacted numerous potential strategic parties. A detailed description of the marketing process is set forth in Article IV.C.2 of this Disclosure Statement.

MAEVA believes the value achieved by the successful consummation of the Sale Transaction and as provided under the Plan is a reasonable measure of the Debtors’ value in light of, among other things, (1) the robust and exhaustive nature of the marketing process, both pre and postpetition, and (2) the active bidding that took place during the marketing process.

Nothing herein constitutes an opinion as to the fairness from a financial point of view of the consideration to be received under the Plan or of the terms and provisions of the Plan.

3. *Financial Feasibility*

Section 1129(a)(11) of the Bankruptcy Code requires that the bankruptcy court find that confirmation is not likely to be followed by the liquidation or the need for further financial restructuring, unless the plan contemplates such liquidation or restructuring. The Debtors believe that the Plan meets the financial feasibility requirement. Moreover, the Debtors believe that sufficient funds will exist to make all distributions required by the Plan. The financial projections, attached hereto as **Exhibit C**, were prepared for purposes of determining whether the Plan satisfies feasibility standards. Accordingly, the Debtors believe that the Plan satisfies the feasibility requirement of section 1129(a)(11) of the Bankruptcy Code.

J. *Acceptance by Impaired Classes*

The Bankruptcy Code requires, as a condition to confirmation, that, except as described in the following section, each class of claims or interests that is impaired under a plan accept the plan. A class that is not impaired under a plan is presumed to have accepted the plan and, therefore, solicitation of acceptances with respect to such class is not required. Pursuant to section 1124 of the Bankruptcy Code, a class is impaired unless the plan either: (i) leaves unaltered the legal, equitable, and contractual rights to which the claim or the interest entitles the holder of such claim or interest; or (ii) notwithstanding any contractual provision or applicable law that entitles the holder of such claim or interest to demand or receive accelerated payment of such claim or interest after the occurrence of a default—(A) cures any such default that occurred before or after the commencement of the case under this title, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) expressly does not require to be cured; (B) reinstates the maturity of such claim or interest as such maturity existed before such default; (C) compensates the holder of such claim or interest for any damages incurred as a result of any reasonable reliance by such holder on such contractual provision or such applicable law; (D) if such claim or such interest arises from any failure to perform a nonmonetary obligation, other than a default arising from failure to operate a nonresidential real property lease subject to section 365(b)(1)(A) of the Bankruptcy Code, compensates the holder of such claim or such interest (other than the debtor or an insider) for any actual pecuniary loss incurred by such holder as a result of such failure; and (E) does not otherwise alter the legal, equitable, or contractual rights to which such claim or interest entitles the holder of such claim or interest.

Section 1126(c) of the Bankruptcy Code defines acceptance of a plan by a class of impaired creditors as acceptance by holders of at least two-thirds in dollar amount and more than one-half in number of claims in that class, but for that purpose counts only those who actually vote to accept or to reject a plan. Section 1126(d) of the Bankruptcy Code defines acceptance of a plan by a class of impaired interests as acceptance by holders of at least two-thirds in dollar amount of those interests who actually vote to accept or to reject a plan. Votes that have been “designated” under section 1126(e) of the Bankruptcy Code are not included in the calculation of acceptance by a class of creditors or interests.

Claims in Classes 1 and 2 are Unimpaired under the Plan, and, as a result, the Holders of such Claims are deemed to have accepted the Plan. Holders of Claims and Interests in Classes 5, 6, 7, and 8 will receive no distribution under the Plan and are, therefore, presumed deemed to have rejected the Plan.

Claims in Classes 3 and 4 are Impaired under the Plan, and as a result, the Holders of Claims in such Classes are entitled to vote on the Plan. Pursuant to section 1129 of the Bankruptcy Code, the Holders of Claims in the Voting Classes must accept the Plan for the Plan to be confirmed without application of the “fair and equitable test” to such Classes, and without considering whether the Plan “discriminates unfairly” with respect to such Classes, as both standards are described directly below. As stated above, Classes of Claims will have accepted the Plan if the Plan is accepted by at least two-thirds in amount and a majority in number of the Claims of each such Class (other than any Claims of creditors designated under section 1126(e) of the Bankruptcy Code) that have voted to accept or reject the Plan.

K. *Confirmation Without Acceptance by All Impaired Classes*

Section 1129(b) of the Bankruptcy Code allows a bankruptcy court to confirm a plan even if impaired classes entitled to vote on the plan have not accepted it or if an impaired class is deemed to reject the plan; *provided* that the plan is accepted by at least one impaired class (without regard to the votes of insiders). Pursuant to section 1129(b)

of the Bankruptcy Code, notwithstanding an impaired class's rejection or deemed rejection of the plan, such plan will be confirmed, at the plan proponent's request, in a procedure commonly known as "cram down," so long as the plan does not "discriminate unfairly" and is "fair and equitable" with respect to each class of claims or interests that is impaired under, and has not accepted, the plan.

If any Impaired Class rejects the Plan, the Debtors reserve the right to seek to confirm the Plan utilizing the "cramdown" provision of section 1129(b) of the Bankruptcy Code. To the extent that any Impaired Class rejects the Plan or is deemed to have rejected the Plan, the Debtors will request Confirmation of the Plan, as it may be modified from time to time, under section 1129(b) of the Bankruptcy Code.

1. *No Unfair Discrimination*

The test for unfair discrimination applies to classes of claims or interests that are of equal priority and are receiving different treatment under the Plan. The test does not require that the treatment be the same or equivalent but that such treatment be "fair." In general, courts consider whether a plan discriminates unfairly in its treatment of classes of claims of equal rank (*e.g.*, classes of the same legal character). The Debtors do not believe the Plan discriminates unfairly against any Impaired Class of Claims or Interests. The Debtors believe that the Plan and the treatment of all Classes of Claims and Interests satisfy the foregoing requirements for non-consensual Confirmation.

2. *Fair and Equitable Test*

The fair and equitable test applies to classes of different priority and status (*e.g.*, secured versus unsecured) and includes the general requirement that no class of claims receive more than 100 percent of the amount of the allowed claims in such class. As to each non-accepting class, the test sets different standards depending on the type of claims or interests in such class. As set forth below, the Debtors believe that the Plan satisfies the "fair and equitable" requirement because there is no Class receiving more than 100 percent of the amount of the Allowed Claims in such Class, and no Class that is junior to a dissenting Class that will receive or retain any property on account of the Claims or Interests in such junior Class.

(a) *Secured Claims*

The condition that a plan be "fair and equitable" to a non-accepting class of secured claims may be satisfied, among other things, if a debtor demonstrates that: (i) the holders of such secured claims retain the liens securing such claims to the extent of the allowed amount of the claims, whether the property subject to the liens is retained by the debtor or transferred to another entity under the plan; and (ii) each holder of a secured claim in the class receives deferred cash payments totaling at least the allowed amount of such claim with a present value, as of the effective date of the plan, at least equivalent to the value of the secured claimant's interest in the debtor's property subject to the liens.

(b) *Unsecured Claims*

The condition that a plan be "fair and equitable" to a non-accepting class of unsecured claims includes the requirement that the plan provides either: (i) that each holder of a claim of such class receives or retains on account of such claim property of a value, as of the effective date of the plan, equal to the allowed amount of such claim; or (ii) no holder of any claim or any interest that is junior to the claims of such class will receive or retain any property under the plan on account of such junior claim or junior interest.

(c) *Interests*

The condition that a plan be "fair and equitable" to a non-accepting class of interests includes the requirements that the plan provides that either: (i) each holder of an interest in that class receives or retains under the plan on account of that interest property of a value, as of the effective date of the plan, equal to the greater of: (1) the allowed amount of any fixed liquidation preference to which such holder is entitled; (2) any fixed redemption price to which such holder is entitled; or (3) the value of such interest; or (ii) that no holder of any interest that is junior to the interests of such class will receive or retain any property under the plan on account of such junior interest.

ARTICLE VIII.
CERTAIN RISK FACTORS TO BE CONSIDERED BEFORE VOTING

Holders of Claims entitled to vote should read and consider carefully the risk factors set forth below, as well as the other information set forth in this Disclosure Statement and the documents delivered together with this Disclosure Statement, referred to or incorporated by reference in this Disclosure Statement, before voting to accept or reject the Plan. These factors should not be regarded as constituting the only risks present in connection with the Debtors' business or the Plan and its implementation.

A. *Risk Factors that May Affect the Recovery Available to Holders of Allowed Claims Under the Plan.*

1. *Actual Amounts of Allowed Claims May Differ from Estimated Amounts of Allowed Claims, Thereby Adversely Affecting the Recovery of Some Holders of Allowed Claims*

The estimate of Allowed Claims and recoveries for Holders of Allowed Claims set forth in this Disclosure Statement are based on various assumptions. Should one or more of the underlying assumptions ultimately prove to be incorrect, the actual Allowed amounts of Claims may significantly vary from the estimated Claims contained in this Disclosure Statement. Moreover, the Debtors cannot determine with any certainty at this time, the number or amount of Claims that will ultimately be Allowed. Such differences may materially and adversely affect, among other things, the recoveries to Holders of Allowed Claims under the Plan.

2. *The Debtors May Not Be Able to Satisfy the Conditions Precedent to Consummation of the Plan*

To the extent that the Debtors are unable to satisfy the conditions precedent to Consummation of the Plan, the Debtors may be unable to consummate the Plan and parties may terminate their support, financial or otherwise, for the Plan prior to the Confirmation or Consummation of the Plan. Any such loss of support could adversely affect the Debtors' ability to confirm and consummate the Plan.

3. *The Debtors Cannot State with Certainty What Recovery Will Be Available to Holders of Allowed Claims in the Voting Classes*

The Debtors cannot know with certainty, at this time, the number or amount of Claims in the Voting Classes that will ultimately be Allowed and how the amount of Allowed Claims will compare to the estimates provided herein. For example, a number of Proofs of Claim may allege Claims in an unliquidated amount that will require future resolution, making the amount of any Allowed Claim based on such Proof of Claim entirely speculative as of the date of this Disclosure Statement. In addition, the Debtors are continuing to review the Proofs of Claim filed in their Chapter 11 Cases. As such, the estimated amount of Claims may materially change due to the Debtors' ongoing review. Accordingly, because certain Claims under the Plan will be paid on a Pro Rata basis, the Debtors cannot state with certainty what recoveries will be available to Holders of Allowed Claims in the Voting Classes.

4. *Any Valuation of Any Assets to be Distributed under the Plan Is Speculative and Could Potentially Be Zero*

Any valuation of any of the assets to be distributed under the Plan is necessarily speculative, and the value of such assets could potentially be zero. Accordingly, the ultimate value, if any, of these assets could materially affect, among other things, recoveries to the Debtors' creditors, including Holders of Claims in the Voting Classes.

5. *The Debtors Cannot Guaranty Recoveries or the Timing of Such Recoveries*

Although the Debtors have made commercially reasonable efforts to estimate Allowed Claims, including Administrative Claims, Priority Tax Claims, and Other Priority Claims, it is possible that the actual amount of such Allowed Claims is materially higher than the Debtors' estimates. Creditor recoveries could be materially reduced or eliminated in this instance. In addition, the timing of actual distributions to Holders of Allowed Claims may be affected by many factors that cannot be predicted. Therefore, the Debtors cannot guaranty the timing of any recovery on an Allowed Claim.

6. Certain Tax Implications of the Debtors' Bankruptcy

Holders of Allowed Claims should carefully review Article IX of this Disclosure Statement, "Certain United States Federal Tax Income Consequences," in regard to the tax implications of the Plan and the Chapter 11 Cases.

B. Certain Bankruptcy Law Considerations.

The occurrence or non-occurrence of any or all of the following contingencies, and any others, may affect distributions available to Holders of Allowed Claims under the Plan but will not necessarily affect the validity of the vote of the Impaired Classes to accept or reject the Plan or necessarily require a re-solicitation of the votes of Holders of Claims in such Impaired Classes:

1. Parties in Interest May Object to the Plan's Classification of Claims

Section 1122 of the Bankruptcy Code provides that a plan may place a claim or an interest in a particular class only if such claim or interest is substantially similar to the other claims or interests in such class. The Debtors believe that the classification of the Claims and Interests under the Plan complies with the requirements set forth in the Bankruptcy Code because the Debtors created Classes of Claims and Interests, each encompassing Claims or Interests, as applicable, that are substantially similar to the other Claims and Interests in each such Class. Nevertheless, there can be no assurance that the Bankruptcy Court will reach the same conclusion.

Furthermore, certain parties in interest, including the Debtors, reserve the right, under the Plan, to object to the amount or classification of any Claim. The estimates set forth in this Disclosure Statement cannot be relied upon by any Holder of a Claim when such Claim is or may be subject to an objection or is not yet Allowed. Any Holder of a Claim that is or may be subject to an objection thus may not receive its expected share of the estimated distributions described in this Disclosure Statement.

2. Failure to Satisfy Vote Requirements

In the event that votes are received in number and amount sufficient to enable the Bankruptcy Court to confirm the Plan, the Debtors intend to seek, as promptly as practicable thereafter, Confirmation of the Plan. In the event that sufficient votes are not received, the Debtors may seek to confirm an alternative chapter 11 plan. There can be no assurance that the terms of any such alternative chapter 11 plan would be similar or as favorable to the Holders of Allowed Claims and Allowed Interests as those proposed in the Plan.

3. The Debtors May Not Be Able to Secure Confirmation of the Plan

The Debtors will need to satisfy section 1129 of the Bankruptcy Code, which sets forth the requirements for confirmation of a chapter 11 plan and requires, among other things, a finding by a bankruptcy court that: (i) such plan "does not unfairly discriminate" and is "fair and equitable" with respect to any non-accepting classes; (ii) confirmation of such plan is not likely to be followed by a liquidation or a need for further financial restructuring unless such liquidation or restructuring is contemplated by the plan; and (iii) the value of distributions to non-accepting Holders of Claims and Interests within a particular class under such plan will not be less than the value of distributions such holders would receive if the debtors were liquidated under chapter 7 of the Bankruptcy Code.

There can be no assurance that the requisite acceptances to confirm the Plan will be received. Even if the requisite acceptances are received, there can be no assurance that the Bankruptcy Court will confirm the Plan. A non-accepting Holder of an Allowed Claim or an Allowed Interest might challenge either the adequacy of this Disclosure Statement or whether the balloting procedures and voting results satisfy the requirements of the Bankruptcy Code or Bankruptcy Rules. Even if the Bankruptcy Court determines that this Disclosure Statement, the Debtors' proposed procedures for the solicitation of Ballots from Holders of Allowed Claims, and the voting results are appropriate, the Bankruptcy Court can still decline to confirm the Plan if it finds that any of the statutory requirements for Confirmation have not been met, including the requirement that the terms of the Plan do not "unfairly discriminate" and are "fair and equitable" to non-accepting Classes. If the Plan is not Confirmed, it is unclear what distributions, if any, Holders of Allowed Claims will receive with respect to their Allowed Claims.

The Debtors, subject to the terms and conditions of the Plan, reserve the right to modify the terms and conditions of the Plan as necessary for Confirmation. Any such modifications may result in a less favorable treatment of any Class than the treatment currently provided in the Plan. Such a less favorable treatment may include a distribution of property to the Class affected by the modification of a lesser value than currently provided in the Plan or no distribution of property whatsoever under the Plan.

4. Nonconsensual Confirmation

In the event that any impaired class of claims or interests does not accept a chapter 11 plan, a bankruptcy court may nevertheless confirm a plan at the proponents' request if at least one impaired class has accepted the plan (with such acceptance being determined without including the vote of any "insider" in such class), and, as to each impaired class that has not accepted the plan, the Bankruptcy Court determines that the plan "does not discriminate unfairly" and is "fair and equitable" with respect to the dissenting classes. The Debtors believe that the Plan satisfies these requirements and the Debtors may request such nonconsensual Confirmation in accordance with section 1129(b) of the Bankruptcy Code. Nevertheless, there can be no assurance that the Bankruptcy Court will reach this conclusion. In addition, the pursuit of nonconsensual Confirmation of the Plan may result in, among other things, increased expenses and the expiration of any commitment to provide support for the Plan, financially or otherwise.

5. Risk of Non-Occurrence of the Effective Date

Although the Debtors believe that the Effective Date may occur quickly after the Confirmation Date, there can be no assurance as to such timing or as to whether such an Effective Date will, in fact, occur.

6. Contingencies May Affect Votes of Impaired Classes to Accept or Reject the Plan

The distributions available to Holders of Allowed Claims under the Plan can be affected by a variety of contingencies, including, without limitation, whether the Bankruptcy Court orders certain Allowed Claims and Allowed Interests to be subordinated to other Allowed Claims and Allowed Interests. The occurrence of any and all such contingencies, which may affect distributions available to Holders of Allowed Claims under the Plan, will not affect the validity of the vote taken by the Impaired Classes to accept or reject the Plan or require any sort of revote by the Impaired Classes.

7. The Debtors May Lack Sufficient Liquidity to Satisfy Certain Priority and Administrative Claims in Full in Cash

It is possible that Allowed Administrative Claims, Priority Tax Claims, Other Priority Claims, Professional Compensation Claims and the costs of the wind down may exceed the funding available with respect to such Claims, in which case the Plan will not become effective.

8. Releases, Injunctions, and Exculpations Provisions May Not Be Approved

Article X of the Plan provides for certain releases, injunctions, and exculpations. However, all of the releases, injunctions, and exculpations provided in the Plan are subject to objection by parties in interest and may not be approved.

9. Closing Conditions in the Transaction Agreement May Not Be Satisfied

It is possible that the Debtors may not satisfy the closing conditions in the Transaction Agreement, which would prevent the Debtors from consummating the Plan. If this occurs, the Chapter 11 Cases may be converted to cases under chapter 7 or dismissed.

C. *Risk Factors Relating to HoldCo Equity Issued Under the Plan.*

1. *HoldCo Equity May Lack Liquidity*

There is currently no market for the HoldCo Equity, and such a market may not develop because, among other things, HoldCo is under no obligation to list any of its securities on any national exchange. Therefore, there can be no assurance as to the liquidity of the HoldCo Equity at any time after the Effective Date. If an active trading market does not develop or is not sustained, holders of the HoldCo Equity may experience difficulty in reselling such securities or may be unable to sell them at all. Even if such a market were to exist, such securities could trade at prices higher or lower than the estimated value depending upon many factors including, without limitation, general market or economic conditions, prevailing interest rates, markets for similar securities, industry conditions, and the performance of, and investor expectations for, HoldCo and NewCo. Accordingly, holders of the HoldCo Equity may bear certain risks associated with holding securities for an indefinite period of time.

2. *Dilution*

The ownership percentage represented by the HoldCo Equity distributed to holders of Senior Notes Claims on the Effective Date under the Plan will be subject to dilution from the HoldCo Equity issued to Knight Hawk in connection with the Sale Transaction. Future equity financings or other equity issuances by HoldCo could also have a dilutive effect on and adversely affect the value of the HoldCo Equity issued to the holders of Senior Notes Claims on the Effective Date. The amount and dilutive effect of any of the foregoing could be material.

3. *Operating Agreement*

Pursuant to the Plan, Knight Hawk and the Required Supporting Senior Noteholders will enter into the Operating Agreement, which will, among other things, contain provisions related to the governance of HoldCo and contain certain restrictions on the rights of holders of HoldCo Equity or such holders' ability to transfer the HoldCo Equity.

4. *Equity Interests Subordinated to any HoldCo Indebtedness*

In any subsequent liquidation, dissolution, or winding up of HoldCo, the HoldCo Equity would rank below all debt claims against HoldCo. As a result, holders of the HoldCo Equity will not be entitled to receive any payment or other distribution of assets upon the liquidation, dissolution, or winding up of HoldCo until after all of HoldCo's obligations to its debt holders have been satisfied.

D. *Disclosure Statement Disclaimer*

1. *The Financial Information Contained in this Disclosure Statement Has Not Been Audited*

In preparing this Disclosure Statement, the Debtors relied on financial data derived from their books and records that was available at the time of such preparation. Although the Debtors have used their reasonable business judgment to ensure the accuracy of the financial information provided in this Disclosure Statement, and while the Debtors believe that such financial information fairly reflects the financial condition of the Debtors, the Debtors are unable to represent or warrant that the financial information contained in this Disclosure Statement and attached hereto is without inaccuracies.

2. *Information Contained in this Disclosure Statement Is for Soliciting Votes*

The information contained in this Disclosure Statement is for the purposes of soliciting acceptances of the Plan and may not be relied upon for any other purpose.

3. *This Disclosure Statement Was Not Approved by the United States Securities and Exchange Commission*

This Disclosure Statement was not filed with the United States Securities and Exchange Commission under the Securities Act or applicable state securities laws. Neither the United States Securities and Exchange Commission nor any state regulatory authority has passed upon the accuracy or adequacy of this Disclosure Statement, or the exhibits or the statements contained in this Disclosure Statement.

4. *This Disclosure Statement May Contain Forward Looking Statements*

This Disclosure Statement may contain “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements consist of any statement other than a recitation of historical fact and can be identified by the use of forward looking terminology such as “may,” “will,” “might,” “expect,” “believe,” “anticipate,” “could,” “would,” “estimate,” “continue,” “pursue,” or the negative thereof or comparable terminology. All forward looking statements are necessarily speculative, and there are certain risks and uncertainties that could cause actual events or results to differ materially from those referred to in such forward looking statements. The information contained herein is an estimate only, based upon information currently available to the Debtors.

5. *No Legal or Tax Advice Is Provided to You by this Disclosure Statement*

This Disclosure Statement is not legal advice to you. The contents of this Disclosure Statement should not be construed as legal, business, or tax advice. Each Holder of a Claim or an Interest should consult his or her own legal counsel, accountant, or other applicable advisor with regard to any legal, tax, and other matters concerning his or her Claim or Interest. This Disclosure Statement may not be relied upon for any purpose other than to determine how to vote on the Plan or object to Confirmation of the Plan.

6. *No Admissions Made*

The information and statements contained in this Disclosure Statement will neither (a) constitute an admission of any fact or liability by any entity (including, without limitation, the Debtors) nor (b) be deemed evidence of the tax or other legal effects of the Plan on the Debtors, the Senior Noteholders, NewCo, Holders of Allowed Claims or Allowed Interests, or any other parties in interest.

7. *Failure to Identify Litigation Claims or Projected Objections*

No reliance should be placed on the fact that a particular litigation claim or projected objection to a particular Claim or Interest is, or is not, identified in this Disclosure Statement. The Debtors may seek to investigate, File, and prosecute Claims and Interests and may object to Claims or Interests after the Confirmation or Effective Date of the Plan irrespective of whether this Disclosure Statement identifies such Claims or Interests or objections to such Claims or Interests.

8. *No Waiver of Right to Object or Right to Recover Transfers and Assets*

The vote by a Holder of a Claim or Interest for or against the Plan does not constitute a waiver or release of any claims, causes of action, or rights of the Debtors (or any entity, as the case may be) to object to that Holder’s Claim or Interest, or recover any preferential, fraudulent, or other voidable transfer of assets, regardless of whether any claims or causes of action of the Debtors or their respective estates are specifically or generally identified in this Disclosure Statement.

9. *Information Was Provided by the Debtors and Was Relied Upon by the Debtors’ Advisors*

The Debtors’ advisors have relied upon information provided by the Debtors in connection with the preparation of this Disclosure Statement. Although the Debtors’ advisors have performed certain limited due diligence in connection with the preparation of this Disclosure Statement, they have not verified independently the information contained in this Disclosure Statement.

10. *Potential Exists for Inaccuracies, and the Debtors Have No Duty to Update*

The statements contained in this Disclosure Statement are made by the Debtors as of the date of this Disclosure Statement, unless otherwise specified in this Disclosure Statement, and the delivery of this Disclosure Statement after the date of this Disclosure Statement does not imply that there has not been a change in the information set forth in this Disclosure Statement since that date. While the Debtors have used their reasonable business judgment to ensure the accuracy of all of the information provided in this Disclosure Statement and in the Plan, the Debtors nonetheless cannot, and do not, confirm the current accuracy of all statements appearing in this Disclosure Statement. Further, although the Debtors may subsequently update the information in this Disclosure Statement, the Debtors have no affirmative duty to do so unless ordered to do so by the Bankruptcy Court.

11. *No Representations Outside this Disclosure Statement Are Authorized*

No representations concerning or relating to the Debtors, the Chapter 11 Cases, or the Plan are authorized by the Bankruptcy Court or the Bankruptcy Code, other than as set forth in this Disclosure Statement. Any representations or inducements made to secure your acceptance or rejection of the Plan that are other than as contained in, or included with, this Disclosure Statement, should not be relied upon by you in arriving at your decision. You should promptly report unauthorized representations or inducements to the counsel to the Debtors.

E. *Liquidation Under Chapter 7*

If no chapter 11 plan can be confirmed, the Debtors' Chapter 11 Cases may be converted to cases under chapter 7 of the Bankruptcy Code, pursuant to which a trustee would be elected or appointed to liquidate the assets of the Debtors for distribution in accordance with the priorities established by the Bankruptcy Code. A discussion of the effects that a chapter 7 liquidation could have on the recoveries of Holders of Claims and the Debtors' liquidation analysis is set forth in Article VII.I.1 of this Disclosure Statement entitled "Best Interests of Creditors Test—Liquidation Analysis."

**ARTICLE IX.
MATERIAL UNITED STATES FEDERAL INCOME TAX CONSEQUENCES**

THERE ARE A NUMBER OF MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS, RISKS AND UNCERTAINTIES ASSOCIATED WITH CONSUMMATION OF THE PLAN. INTERESTED PARTIES SHOULD READ CAREFULLY THE DISCUSSION SET FORTH IN THIS SECTION OF THIS DISCLOSURE STATEMENT FOR A DISCUSSION OF THE MATERIAL UNITED STATES FEDERAL INCOME TAX CONSEQUENCES AND RISKS FOR THE DEBTORS AND FOR HOLDERS OF CLAIMS AND EQUITY INTERESTS THAT ARE ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN RESULTING FROM THE TRANSACTIONS OCCURRING IN CONNECTION WITH THE PLAN.

The following discussion summarizes the material federal income tax consequences of the implementation of the Plan to the Debtors and to certain Holders of Claims that are entitled to vote to accept or reject the Plan. The following summary does not address the federal income tax consequences to Holders of Interests or Holders of Claims whose Claims are not Impaired or who are deemed to reject the Plan. This summary does not apply to a Holder of a Claim or Interest that is not a "United States person" (as such phrase is defined in the Internal Revenue Code of 1986, as amended (the "IRC")).

The following summary is based on the IRC, Treasury Regulations promulgated thereunder, judicial decisions, and published administrative rules and pronouncements of the Internal Revenue Service (the "IRS"), all as in effect on the date hereof. Changes in such rules or new interpretations thereof may have retroactive effect and could significantly affect the federal income tax consequences described below.

The federal income tax consequences of the Plan are complex and are subject to significant uncertainties. Except as described below, the Debtors have not requested a ruling or advice from the IRS or an opinion of counsel with respect to any of the tax aspects of the Plan. Thus, no assurance can be given as to the interpretation that the IRS

will adopt. In addition, this summary generally does not address foreign, state or local tax consequences of the Plan, nor does it address the federal income tax consequences of the Plan to special classes of taxpayers (such as broker-dealers, banks, mutual funds, insurance companies, other financial institutions, small business investment companies, persons who received their claims in whole or in part as compensation, regulated investment companies, persons holding a Claim as part of an integrated transaction, constructive sale, straddle or as part of a conversion transaction, and investors in pass-through entities). It also does not address the federal income tax consequences to foreign taxpayers and tax-exempt organizations (including certain pension funds) or agreements among Holders of Claims.

ACCORDINGLY, THE FOLLOWING SUMMARY OF MATERIAL FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF A CLAIM. ALL HOLDERS OF CLAIMS ARE URGED TO CONSULT THEIR TAX ADVISORS CONCERNING THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

A. *Consequences to the Debtors*

1. *In General*

The transfer of the Transferred Assets by the Debtors pursuant to the Sale Transaction followed by the liquidation of the Debtors may be structured as a taxable transaction or as a tax-free reorganization pursuant to section 368(a)(1)(G) of the IRC. If the transfer constitutes a taxable transaction, the Debtors are expected to recognize income or gain for federal income tax purposes to the extent the fair value of the Transferred Assets exceeds its adjusted tax basis in such Transferred Assets. To the extent the Debtors' gain triggered by the Sale Transaction exceeds its available losses (including net operating loss carryforwards ("NOLs") generated in prior years) it will owe federal income tax, the liability for which will constitute an Administrative Claim. The Debtors have NOLs and expect that such NOLs are sufficient to offset any gain resulting from a taxable transaction. Due to the limitations on the use of NOL carryforwards to reduce alternative minimum tax ("AMT") liability, the Debtors may incur cash AMT liability as a result of a taxable transaction.

If the transfer is pursuant to a tax-free reorganization described in section 368(a)(1)(G) of the IRC, the Debtors are not expected to recognize any income or gain for federal income tax purposes. Furthermore, pursuant to a tax-free reorganization, the Debtors are not expected to recognize income or gain upon the distribution of HoldCo Equity to Holders of Allowed Senior Notes Secured Claims.

2. *Cancellation of Indebtedness and Reduction of Tax Attributes*

In general, absent an exception, a debtor will realize and recognize cancellation of debt income ("COD Income") upon satisfaction of its outstanding indebtedness for total consideration less than the amount of such indebtedness. The amount of COD Income, in general, is the excess of (a) the adjusted issue price of the indebtedness satisfied over (b) the sum of (x) the amount of Cash paid, (y) the issue price of any new indebtedness of the taxpayer issued, and (z) the fair market value of any new consideration given in satisfaction of such indebtedness at the time of the exchange.

A debtor will not, however, be required to include any amount of COD Income in gross income if the debtor is under the jurisdiction of a court in a case under chapter 11 of the Bankruptcy Code and the discharge of debt occurs pursuant to that proceeding. Instead, as a consequence of such exclusion, a debtor must reduce its tax attributes by the amount of COD Income that it excluded from gross income pursuant to section 108 of the IRC. In general, tax attributes will be reduced in the following order: (a) NOLs; (b) most tax credits; (c) capital loss carryovers; (d) tax basis in assets (but not below the amount of liabilities to which the debtor remains subject); (e) passive activity loss and credit carryovers; and (f) foreign tax credits. A debtor with COD Income may elect first to reduce the basis of its depreciable assets pursuant to section 108(b)(5) of the IRC, though it has not been determined whether the Debtors would make this election. In the context of a consolidated group of corporations, the tax rules provide for a complex ordering mechanism in determining how the tax attributes of one member can be reduced by the COD Income of another member.

In the event of a tax-free reorganization pursuant to section 368(a)(1)(G) of the IRC, NewCo will succeed to the tax attributes of the Debtors, but such tax attributes shall be subject to reduction for COD Income according to the rules described above. Because the Plan provides that Holders of certain Claims will receive shares of the HoldCo Equity and the Remaining Collateral, the amount of COD Income, and accordingly the amount of tax attributes required to be reduced, will depend on the fair market value of the HoldCo Equity, the fair market value of the Remaining Collateral, and the issue price of the Senior Notes. This value cannot be known with certainty until after the Effective Date.

3. *Limitation of NOL Carryforwards and Other Tax Attributes*

Under section 382 of the IRC, if a corporation undergoes an “ownership change,” the amount of its NOLs and built-in losses (collectively, “Pre-Change Losses”) that may be utilized to offset future taxable income generally is subject to an annual limitation. As discussed in greater detail herein, the Debtors anticipate that the issuance of the HoldCo Equity pursuant to the Plan will result in an “ownership change” of the Reorganized Debtors for these purposes, and that the Debtors’ use of their Pre-Change Losses will be subject to limitation unless an exception to the general rules of section 382 of the IRC applies.

(a) General Section 382 Annual Limitation

This discussion refers to the limitation determined under section 382 of the IRC in the case of an “ownership change” as the “Section 382 Limitation.” In general, the annual Section 382 Limitation on the use of Pre-Change Losses in any “post-change year” is equal to the product of (a) the fair market value of the stock of the corporation immediately before the “ownership change” (with certain adjustments) multiplied by (b) the “long-term tax-exempt rate” in effect for the month in which the “ownership change” occurs (approximately 1.93 percent for the month of October 2017). If the Company is in a net unrealized built in gain position, the Section 382 Limitation may be increased to the extent that the Debtors recognize certain built-in gains in their assets during the five-year period following the ownership change, or are treated as recognizing built-in gains pursuant to the safe harbors provided in IRS Notice 2003-65. Section 383 of the IRC applies a similar limitation to capital loss carryforwards and tax credits. Any unused limitation may be carried forward, thereby increasing the annual limitation in the subsequent taxable year. As discussed below, however, special rules may apply in the case of a corporation which experiences an ownership change as the result of a bankruptcy proceeding.

As noted above, in the event of a tax-free reorganization pursuant to section 368(a)(1)(G) of the IRC, NewCo will succeed to the tax attributes of the Debtors, but such tax attributes shall be subject to limitation determined under section 382 of the IRC.

(b) Special Bankruptcy Exceptions

An exception to the foregoing annual limitation rules generally applies when so-called “qualified creditors” of a debtor company in chapter 11 receive, in respect of their claims, at least 50 percent of the vote and value of the stock of the reorganized debtor (or a controlling corporation if also in chapter 11) pursuant to a confirmed chapter 11 plan (the “382(l)(5) Exception”). Under the 382(l)(5) Exception, a debtor’s Pre-Change Losses are not limited on an annual basis but, instead, the debtor’s NOLs are required to be reduced by the amount of any interest deductions claimed during any taxable year ending during the three-year period preceding the taxable year that includes the effective date of the plan of reorganization, and during the part of the taxable year prior to and including the effective date of the plan of reorganization, in respect of all debt converted into stock in the reorganization. If the 382(l)(5) Exception applies and the debtor undergoes another ownership change within two years after consummation, then the debtor’s Pre-Change Losses effectively would be eliminated in their entirety.

Where the 382(l)(5) Exception is not applicable (either because the debtor does not qualify for it or the debtor otherwise elects not to utilize the 382(l)(5) Exception), a second special rule will generally apply (the “382(l)(6) Exception”). When the 382(l)(6) Exception applies, a debtor corporation that undergoes an ownership change generally is permitted to determine the fair market value of its stock after taking into account the increase in value resulting from any surrender or cancellation of creditors’ claims in the bankruptcy. This differs from the ordinary rule that requires the fair market value of a debtor corporation that undergoes an ownership change to be determined before the events giving rise to the change. The 382(l)(6) Exception also differs from the 382(l)(5) Exception in that the

debtor corporation is not required to reduce its NOLs by interest deductions in the manner described above, and the debtor may undergo a change of ownership within two years without triggering the elimination of its Pre-Change Losses.

In the event of a tax-free reorganization pursuant to section 368(a)(1)(G) of the IRC, whereby NewCo succeeds to the Debtors' tax attributes subject to reduction for COD Income, regardless of whether NewCo takes advantage of the 382(l)(6) Exception or the 382(l)(5) Exception, NewCo's use of any Pre-Change Losses after the Effective Date may be adversely affected if an "ownership change" within the meaning of section 382 of the IRC were to occur after the Effective Date.

B. *Consequences to Holders of Class 3 Senior Notes Secured Claims and Class 4 General Unsecured Claims*

1. *Class 3 Senior Notes Secured Claims*

Pursuant to the Plan, Holders of Allowed Senior Notes Secured Claims will receive their *pro rata* share of (i) HoldCo Equity and (ii) the Remaining Collateral in exchange for such Holders' Claims. In general, the U.S. federal income tax treatment of Holders of Allowed Senior Notes Secured Claims will depend on, among other things whether the Sale Transaction is structured as a taxable transaction or as a tax-free reorganization pursuant to section 368(a)(1)(G) of the IRC. The ability for the Sale Transaction to qualify as a tax-free-reorganization under section 368(a)(1)(G) of the IRC will turn in part on whether the Allowed Senior Notes Secured Claims constitute securities.

Neither the IRC nor the Treasury Regulations promulgated thereunder defines the term "security." Whether a debt instrument constitutes a "security" for U.S. federal income tax purposes is determined based on all the relevant facts and circumstances, but most authorities have held that the length of the term of a debt instrument is an important factor in determining whether such instrument is a security for U.S. federal income tax purposes. These authorities have indicated that a term of less than five years is evidence that the instrument is not a security, whereas a term of ten years or more is evidence that it is a security. There are numerous other factors that could be taken into account in determining whether a debt instrument is a security, including the security for payment, the creditworthiness of the obligor, the subordination or lack thereof to other creditors, the right to vote or otherwise participate in the management of the obligor, convertibility of the instrument into an equity interest of the obligor, whether payments of interest are fixed, variable, or contingent, and whether such payments are made on a current basis or accrued.

- (a) Treatment of a Holder of an Allowed Senior Notes Secured Claims If the Sale Transaction Is Structured as a Reorganization and the Allowed Senior Notes Secured Claims Are Treated as Securities.

In the event the Sale Transaction is structured as a reorganization and the Allowed Senior Notes Secured Claims are treated as securities then the exchange of such Claims should be treated as a reorganization under the IRC. Other than with respect to any amounts received that are attributable to accrued but untaxed interest (or original issue discount ("OID")), and subject to the rules relating to market discount, a Holder of such Claims should recognize no loss and should recognize no gain except to the extent of the cash and the fair market value (or issue price of debt instruments) of "other property" received that is not permitted to be received under sections 354 and 356 of the IRC without recognition of gain.

Such Holders should obtain a tax basis in the HoldCo Equity, other than any such amounts treated as received in satisfaction of accrued but untaxed interest (or OID), and subject to the rules relating to market discount, equal to (a) the tax basis of the Claim surrendered, less (b) the cash received, plus (c) gain recognized (if any). The holding period for such non-cash consideration should include the holding period for the exchanged Claims.

With respect to non-cash consideration that is not treated as a "stock or security" of HoldCo, Holders should obtain a tax basis in such property, other than any amounts treated as received in satisfaction of accrued but untaxed interest (or OID), and subject to the rules relating to market discount, equal to the property's fair market value (or issue price, in the case of debt instruments) as of the date such property is distributed to the Holders. The holding period for any such property should begin on the day following the receipt of such property.

(b) Treatment of a Holder of an Allowed Senior Notes Secured Claims If the Sale Transaction Is Structured as a Taxable Transaction.

In the event the Sale Transaction is structured as a taxable transaction (or are intended to be a tax-free reorganization but fail to be so because the Senior Notes are determined not to be securities), then the exchange of Allowed Senior Notes Secured Claims should be treated as a taxable exchange pursuant to section 1001 of the IRC. A Holder of an Allowed Senior Notes Secured Claim who is subject to this treatment should recognize gain or loss equal to the difference between (a) the sum of (i) cash and (ii) the fair market value (or issue price, in the case of debt instruments) of other consideration received and (b) the Holder's adjusted tax basis in its Allowed Senior Notes Secured Claims. Under applicable Treasury Regulations, absent clear and convincing proof to the contrary, the fair market value of the noncash consideration received is presumed to be the principal amount of the secured claim that is bid for the property less the amount of cash received. For the treatment of the exchange to the extent a portion of the consideration received is allocable to accrued but untaxed interest (or OID), see below.

Such Holders should obtain a tax basis in the non-cash consideration received, other than with respect to any amounts received that are attributable to accrued but untaxed interest (or OID), equal to the fair market value (or issue price, in the case of debt instruments) of such non-cash consideration

2. *Class 4 General Unsecured Claims*

Pursuant to the Plan, Holders of Allowed General Unsecured Claims will receive their *pro rata* share of the GUC Reserve Amount. The exchange of such Claims should be treated as a taxable exchange pursuant to section 1001 of the IRC. Such a Holder should recognize gain or loss equal to the difference between (a) the GUC Reserve Amount and (b) the Holder's adjusted tax basis in its Allowed General Unsecured Claim. For the treatment of the exchange to the extent a portion of the consideration received is allocable to accrued but untaxed interest (or OID), see below.

3. *Character of Gain or Loss*

Where gain or loss is recognized by a Holder of a Claim upon the exchange of its Allowed Claim, the character of such gain or loss as long-term or short-term capital gain or loss or as ordinary income or loss will be determined by a number of factors, including, among others, the tax status of the Holder, whether the Allowed Claim constitutes a capital asset in the hands of the Holder and how long it has been held, whether the Allowed Claim was acquired at a market discount (discussed below), whether and to what extent the Holder previously had claimed a bad debt deduction, and the nature and tax treatment of any fees, costs or expense reimbursements to which consideration is allocated. Each Holder of an Allowed Claim is urged to consult its tax advisor to determine the character of any gain or loss recognized with respect to the satisfaction of its Allowed Claim.

Holders of Allowed Claims who recognize capital losses as a result of the distributions under the Plan will be subject to limits on their use of capital losses. For corporate Holders, losses from the sale or exchange of capital assets may only be used to offset capital gains. Corporate Holders who have more capital losses than can be used in a tax year may be allowed to carry over unused capital losses for the five taxable years following the capital loss year and may be allowed to carry back unused capital losses to the three taxable years that precede the capital loss year.

4. *Issue Price*

The determination of "issue price" for purposes of this analysis will depend, in part, on whether the debt instruments issued to a Holder or the property surrendered under the Plan are traded on an "established securities market" at any time during the 60-day period ending thirty (30) days after the Effective Date. In general, a debt instrument (or the stock or securities exchanged therefor) will be treated as traded on an established market if (a) it is listed on (i) a qualifying national securities exchange, (ii) certain qualifying interdealer quotation systems, or (iii) certain qualifying non-U.S. securities exchanges; (b) it appears on a system of general circulation that provides a reasonable basis to determine fair market value; or (c) in certain situations the price quotations are readily available from dealers, brokers or traders. The issue price of a debt instrument that is traded on an established market (or that is issued for stock or securities so traded) would be the fair market value of such debt instrument (or such stock or securities so traded) on the issue date as determined by such trading. The issue price of a debt instrument that is

neither so traded nor issued for stock or securities so traded would be its stated principal amount (provided that the interest rate on the debt instrument exceeds the applicable federal rate published by the IRS).

5. *Accrued but Unpaid Interest*

In general, to the extent that any consideration received pursuant to the Plan by a holder of any debt is received in satisfaction of interest or OID that accrued during the holder's holding period, such amount will be taxable to the holder as ordinary interest income if not previously included in the holder's gross income. Conversely, a holder generally recognizes a deductible loss to the extent any accrued interest claimed or amortized OID was previously included in its gross income and is not paid in full.

The extent to which the consideration received by a Holder of a surrendered Allowed Claim will be attributable to accrued interest on the debts constituting the surrendered Allowed Claim is unclear. Certain Treasury Regulations generally treat a payment under a debt instrument first as a payment of accrued and untaxed interest and then as a payment of principal. Application of this rule to a final payment on a debt instrument being discharged at a discount in bankruptcy is unclear. Pursuant to the Plan, all amounts received in exchange for any debt will be allocated first to the principal amount of such debt as determined for federal income tax purposes, and thereafter to accrued but unpaid interest or OID. However, there is no assurance that the IRS would respect such allocation for federal income tax purposes. The tax basis of any property received in exchange for accrued but unpaid interest will be the fair market value of such property and the holding period of such property will begin on the day after receipt. **Holders of Claims are urged to consult their tax advisor regarding the allocation of consideration and the deductibility of accrued but unpaid interest for federal income tax purposes.**

6. *Market Discount*

A holder of any debt acquired after the original issuance of the debt at a market discount (generally defined as the amount, if any, by which a holder's tax basis in the debt immediately after its acquisition is less than the adjusted issue price of the debt at such time, subject to a *de minimis* exception) generally will be required to treat any taxable gain recognized with respect to the debt as ordinary income to the extent of the market discount accrued during the holder's period of ownership, unless the holder elected to include the market discount in income as it accrued.

To the extent that a debt instrument that had been acquired with market discount is exchanged in a tax-free or other reorganization transaction for other property (as may occur here), any market discount that accrued on such debt but was not recognized by the holder may be required to be carried over to the property received therefor and any gain recognized on the subsequent sale, exchange, redemption or other disposition of such property may be treated as ordinary income to the extent of the accrued but unrecognized market discount with respect to the exchanged debt instrument. These rules are complex and the application of the market discount rules to Allowed Claims is uncertain. Holders of Allowed Senior Notes Secured Claims should consult their own tax advisors regarding the application of the market discount rules to their Claims.

C. *Information Reporting and Withholding*

All distributions to Holders of Claims under the Plan are subject to any applicable tax withholding, including employment tax withholding. Under federal income tax law, interest, dividends, and other reportable payments may, under certain circumstances, be subject to "backup withholding" at the then applicable withholding rate (currently 28 percent). Backup withholding generally applies if the holder fails to furnish its social security number or other taxpayer identification number (a "TIN"), furnishes an incorrect TIN, fails properly to report interest or dividends, or under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the TIN provided is its correct number and that it is a United States person that is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax and the appropriate information is supplied to the IRS. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions.

In addition, from an information reporting perspective, Treasury Regulations generally require disclosure by a taxpayer on its federal income tax return of certain types of transactions in which the taxpayer participated, including,

among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. **Holders of Claims subject to the Plan are urged to consult their tax advisors regarding these regulations and whether the transactions contemplated by the Plan would be subject to these regulations and require disclosure on the Holders' tax returns.**

THE FOREGOING SUMMARY HAS BEEN PROVIDED FOR INFORMATIONAL PURPOSES ONLY. ALL HOLDERS OF CLAIMS RECEIVING A DISTRIBUTION UNDER THE PLAN ARE URGED TO CONSULT THEIR TAX ADVISORS CONCERNING THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES APPLICABLE UNDER THE PLAN.

ARTICLE X.
RECOMMENDATION OF THE DEBTORS

In the opinion of the Debtors, the Plan is extremely preferable to any potential alternatives described in this Disclosure Statement because the Plan provides for a larger distribution to the Holders of Allowed Claims than would otherwise result in a liquidation under chapter 7 of the Bankruptcy Code. In addition, any alternative other than Confirmation of the Plan could result in extensive delays and increased administrative expenses resulting in smaller distributions to Holders of Allowed Claims than proposed under the Plan. **Accordingly, the Debtors recommend that Holders of Claims entitled to vote on the Plan support Confirmation of the Plan and vote to accept the Plan.**

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Dated: December 16, 2017

Armstrong Energy, Inc. (for itself and all Debtors)

By: /s/ Alan Boyko
Name: Alan Boyko
Title: Authorized Signatory

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Exhibit A

Debtors' First Amended Joint Chapter 11 Plan

IN THE UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

In re:

ARMSTRONG ENERGY, INC., et al.,

Debtors.

)
) Chapter 11
)
) Case No. 17-47541-659
)
) Jointly Administered
)
)

DEBTORS' FIRST AMENDED JOINT CHAPTER 11 PLAN

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Armstrong Energy, Inc., along with its debtor affiliates, as debtors and debtors in possession, propose the following joint plan pursuant to chapter 11 of title 11 of the United States Code. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in Article I.A hereof.

The Plan is supported by the Debtors' three primary stakeholders: the Supporting Senior Noteholders, Thoroughbred Resources, L.P., for itself and on behalf of its Affiliates and subsidiaries, and Rhino Resource Partners Holdings LLC. The Plan also has the support of Knight Hawk Holdings, LLC, a contemplated investor in NewCo for purposes of consummating the sale and related transactions contemplated by the Transaction Agreement and the Restructuring Support Agreement and as further provided for herein. The Plan, if consummated, will effectuate the terms of the Sale Transaction as well as facilitate a wind-down and liquidation of the Debtors' remaining operations and assets.

The Debtors have requested consolidation for procedural purposes only for the Chapter 11 Cases. Holders of Claims and Interests may refer to the Disclosure Statement for a discussion of the Debtors' history, businesses, results of operations, historical financial information, and a summary and analysis of the Plan and certain related matters. Each of the Debtors is a proponent of the Plan within the meaning of section 1129 of the Bankruptcy Code.

ARTICLE I

DEFINED TERMS, RULES OF INTERPRETATION, COMPUTATION OF TIME, AND GOVERNING LAW

A. *Defined Terms.*

As used in this Plan, capitalized terms have the meanings and effect as set forth below.

1. "Adequate Protection Claims" has the meaning assigned to such term in the Cash Collateral Order.
2. "Administrative Claim" means a Claim for costs and expenses of administration of the Debtors' Estates pursuant to sections 503(b), 507(a)(2), 507(b), or 1114(e)(2) of the Bankruptcy Code, including: (a) the actual and necessary costs and expenses incurred after the Petition Date and through the Effective Date of preserving the Estates and operating the businesses of the Debtors; (b) Allowed Professional Fee Claims; and (c) all Allowed requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code. Notwithstanding anything to the contrary herein, any NewCo Cure Costs or Debtor Cure Costs with respect to any Executory Contracts or Unexpired Leases that are assumed by the Debtors and assigned to NewCo pursuant to the Plan and the Transaction Agreement shall not constitute Administrative Claims for any purpose under the Plan.
3. "Administrative Claims Bar Date" means the first Business Day that is 30 days following the Effective Date, except as specifically set forth in the Plan or a Final Order, including the Bar Date Order.
4. "Affiliate" has the meaning set forth in section 101(2) of the Bankruptcy Code.
5. "Allowed" means with reference to any Claim (a) any Claim that has been listed on the Schedules as liquidated in amount and not Disputed or contingent and for which (i) no contrary Proof of Claim has been Filed, (ii) no objection to allowance, request for estimation, or other challenge has been interposed, and (iii) no motion to deem the Schedules amended has been Filed, (b)(1) any Proof of Claim that is timely Filed by the applicable Claims Bar Date, as to which no litigation (whether stayed or unstayed) is pending and to which no objection or other challenge has been or is interposed in accordance with the Plan or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, the Bankruptcy Local Rules, or the Bankruptcy Court, if any, and (2) any Claim that is not subject to any applicable Claims Bar Date, as to which no objection or other challenge has been or is interposed in accordance with the Plan or such other applicable period of limitation fixed by the Bankruptcy Code, the Bankruptcy Rules, or the Bankruptcy Court, if any, (c) any Claim expressly allowed by a Final Order or under the Plan, (d) any Claim that is compromised, settled, or otherwise resolved pursuant to the authority granted to the Debtors pursuant to a Final Order or under the Plan, (e) any Claim arising from the recovery of property in accordance with sections 550 and 553 of the Bankruptcy Code and Allowed in accordance with

section 502(h) of the Bankruptcy Code (unless such Claim is otherwise Disputed), and/or (f) any Claim allowed by stipulation approved by the Bankruptcy Court. Notwithstanding anything to the contrary herein and to the maximum extent provided by applicable law, no Claim of any Entity subject to section 502(d) of the Bankruptcy Code shall be deemed Allowed unless and until such Entity pays in full the amount that it owes such Debtor, as applicable. Except as otherwise provided in the Plan, for purposes of determining the amount of an “Allowed Claim,” there shall be deducted therefrom an amount equal to the amount of any Claim that the Debtors may hold against the Holder thereof, to the extent such Claim may be offset pursuant to applicable non-bankruptcy law or subject to recoupment. Claims allowed solely for the purpose of voting to accept or reject the Plan pursuant to an order of the Bankruptcy Court shall not constitute “Allowed Claims” under the Plan unless otherwise specified in the Plan or by order of the Bankruptcy Court. For any purpose under the Plan, unless specifically provided for in the Plan, a Claim that has been Allowed shall not include amounts constituting interest, penalties, or late charges arising from or relating to the period from and after the Petition Date. Any Claim that has been or is hereafter listed in the Schedules as disputed, contingent, or unliquidated for which no Proof of Claim or Interest has been timely Filed and which is not included in subsections (a)-(f) herein, is not considered an Allowed Claim and shall be expunged without further action by the Debtors and without any further notice to or action, order, or approval of the Bankruptcy Court.

6. “Armstrong” means Armstrong Energy, Inc.
7. “Assumed Liabilities” shall have the meaning set forth in the Transaction Agreement.
8. “Avoidance Actions” means any and all actual or potential claims and causes of action to avoid a transfer of property or an obligation incurred by the Debtors pursuant to any applicable section of the Bankruptcy Code, including sections 502, 510, 542, 544, 545, 547–553, and 724(a) of the Bankruptcy Code or under similar or related state or federal statutes and common law, including fraudulent transfer laws.
9. “Bankruptcy Code” means title 11 of the United States Code, 11 U.S.C. §§ 101–1532.
10. “Bankruptcy Court” means the United States Bankruptcy Court for the Eastern District of Missouri having jurisdiction over the Chapter 11 Cases and, to the extent of the withdrawal of any reference under 28 U.S.C. § 157, pursuant to section 151 of the Judicial Code, the United States District Court for the Eastern District of Missouri.
11. “Bankruptcy Rules” means the Federal Rules of Bankruptcy Procedure promulgated under section 2075 of the Judicial Code and the general, local, and chamber rules of the Bankruptcy Court.
12. “Business Day” means any day, other than a Saturday, Sunday, or “legal holiday” (as defined in Bankruptcy Rule 9006(a)).
13. “Cash” means the legal tender of the United States or the equivalent thereof.
14. “Cash Collateral Motion” means the motion seeking approval of the Cash Collateral Order by the Bankruptcy Court, which shall be in form and substance reasonably acceptable to the Required Supporting Senior Noteholders.
15. “Cash Collateral Order” means any order entered in the Chapter 11 Cases authorizing the consensual use of cash collateral (whether interim or final), which shall be in form and substance acceptable to the Required Supporting Senior Noteholders.
16. “Cash Consideration” means any proceeds paid or payable in Cash by NewCo to the Debtors in connection with the Sale Transaction (other than NewCo Cure Costs); *provided* that, for the avoidance of doubt, Cash Consideration includes any Cash or Cash equivalents returned (whether before or after the Effective Date) to the Debtors or their Estates, including, but not limited to, (a) the return of any deposits of Cash or Cash equivalents and (b) the release of Cash or Cash equivalents used to collateralize any of the Debtors’ surety bonds or insurance policies or any of the Debtors’ coal sale or coal supply agreements or other similar contracts or utility contracts.

17. “Causes of Action” means, subject to the releases, exculpations, and injunctions set forth in the Plan, any claim, cause of action (including any Avoidance Action), controversy, right of setoff, cross claim, counterclaim, or recoupment and any claim on contracts or for breaches of duties imposed by law or in equity, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, account, defense, power, privilege, license, and franchise of any kind or character whatsoever, known, unknown, fixed or contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on, or after the Petition Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law, which was not conveyed to NewCo in connection with the Sale Transaction and which was property of the Debtors or in which the Debtors held rights as of the Effective Date.

18. “Certificate” means any instrument evidencing a Claim or Interest.

19. “Chapter 11 Cases” means (a) when used with reference to a particular Debtor, the chapter 11 case pending for that Debtor under chapter 11 of the Bankruptcy Code in the Bankruptcy Court and (b) when used with reference to all Debtors, the procedurally consolidated chapter 11 cases pending for the Debtors in the Bankruptcy Court.

20. “Claim” means any “claim” (as defined in section 101(5) of the Bankruptcy Code) against a Debtor.

21. “Claims Bar Date” means the bar date by which a Proof of Claim must be or must have been Filed, as established by (a) a Final Order of the Bankruptcy Court, including the Claims Bar Date Order, or (b) pursuant to the Plan.

22. “Claims Bar Date Order” means the *Order Establishing Bar Dates For Filing Proofs Of Claim And Approving Form And Manner Of Notice Thereof*.

23. “Claims Objection Bar Date” means, for each Claim, the later of (a) 365 days after the Effective Date and (b) such other period of limitation as may be specifically fixed by an order of the Bankruptcy Court for objecting to such Claims, as the same may be modified or extended from time to time by the Bankruptcy Court or on motion of a party in interest approved by the Bankruptcy Court.

24. “Claims Register” means the official register of Claims maintained by the Clerk of the Bankruptcy Court.

25. “Class” means a category of Holders of Claims or Interests as set forth in Article III of the Plan in accordance with section 1122(a) of the Bankruptcy Code.

26. “Collateral” means any property or interest in property of the estate of any Debtor subject to a lien, charge, or other encumbrance to secure the payment or performance of a Claim, which lien, charge, or other encumbrance is not subject to a Final Order ordering the remedy of avoidance on any such lien, charge, or other encumbrance under the Bankruptcy Code.

27. “Committee” means the official committee of unsecured creditors appointed in the Chapter 11 Cases pursuant to section 1102(a) of the Bankruptcy Code, if any.

28. “Confirmation” means the entry of the Confirmation and Sale Order on the docket of the Chapter 11 Cases.

29. “Confirmation Date” means the date upon which the Bankruptcy Court enters the Confirmation and Sale Order.

30. “Confirmation Hearing” means the hearing held by the Bankruptcy Court to consider entry of a Confirmation and Sale Order pursuant to section 1129 of the Bankruptcy Code.

31. “Confirmation Hearing Date” means the date on which the Confirmation Hearing commences.
32. “Confirmation and Sale Order” means the order approving, among other things, the Transaction Agreement and the Sale Transaction, and confirming the Plan pursuant to section 1129 of the Bankruptcy Code, which shall be reasonably acceptable in form and substance to (a) the Required Supporting Senior Noteholders, (b) with respect to those provisions involving the Royalty Agreements, to Thoroughbred, and (c) with respect to those provisions involving the Sale Transaction, to Knight Hawk.
33. “Consummation” means the occurrence of the Effective Date of the Plan.
34. “Contribution” shall have the meaning set forth in the Transaction Agreement.
35. “Cure Costs” means all amounts (or such lesser amount as may be agreed upon by the parties under an Executory Contract or Unexpired Lease) required to cure any monetary defaults and other obligations required to cure any non-monetary defaults (the performance required to cure such non-monetary defaults and the timing of such performance will be described in reasonable detail in a notice of proposed assumption and assignment) under any Executory Contract or Unexpired Lease that is to be assumed or assumed and assigned by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code.
36. “Cure Notice” means any notice that sets forth the proposed Cure Costs under any Executory Contract or Unexpired Lease at the time such contract or lease is assumed or assumed and assigned by the Debtors under the Plan pursuant to sections 365 and 1123 of the Bankruptcy Code, as applicable, which notice shall include procedures for objecting to proposed assumptions or assignments and assignments of Executory Contracts and Unexpired Leases, Cure Costs to be paid in connection therewith, and procedures for resolution by the Bankruptcy Court of any related disputes.
37. “D&O Policies” means all insurance policies (including any “tail policy”) of any of the Debtors for directors, members, trustees, officers, and managers’ liability.
38. “Debtor Cure Costs” means any and all Cure Costs payable with funds provided by the Debtors pursuant to the terms and conditions of the Transaction Agreement whether directly or through NewCo.
39. “Debtors” means, collectively: (a) Armstrong; (b) Armstrong Air, LLC; (c) Armstrong Coal Company, Inc.; (d) Armstrong Coal Sales, LLC; (e) Armstrong Energy Holdings, Inc.; (f) Armstrong Logistics Services, LLC; (g) Thoroughfare Mining, LLC; (h) Western Diamond LLC; and (i) Western Land Company, LLC.
40. “Definitive Documents” means the Restructuring Support Agreement, the Cash Collateral Motion, the Cash Collateral Order, the Disclosure Statement, the Expense Reimbursement Motion, the Expense Reimbursement Order, the Plan, the Confirmation and Sale Order, the HoldCo/NewCo Documentation, the Transaction Agreement, and the various agreements and other documentation formalizing the Plan.
41. “Disclosure Statement” means the *First Amended Disclosure Statement for the Debtors’ First Amended Joint Chapter 11 Plan* [Docket No. 312], including all exhibits and schedules thereto, as approved by the Bankruptcy Court pursuant to section 1125 of the Bankruptcy Code, as amended, supplemented, or otherwise modified from time to time, and which shall be reasonably acceptable to the Required Supporting Senior Noteholders.
42. “Disclosure Statement Order” means the *Order (I) Approving the Adequacy of the Disclosure Statement, (II) Approving the Solicitation and Notice Procedures with Respect to Confirmation of the Debtors’ Proposed Joint Chapter 11 Plan, (III) Approving the Forms of Ballots and Notices in Connection Therewith, (IV) Scheduling Certain Dates with Respect Thereto, and (V) Granting Related Relief* [Docket No. 322], as amended, supplemented, or otherwise modified from time to time, and which shall be reasonably acceptable to the Required Supporting Senior Noteholders.

43. “Distribution Record Date” means the date for determining which Holders of Allowed Claims or Interests, other than Holders of Claims or Interests related to securities, are eligible to receive distributions hereunder, which shall be (a) the Confirmation Date or (b) such other date as designated in a Bankruptcy Court order. The Distribution Record Date for Holders of Allowed Claims related to securities shall be a date selected by the Debtors to be on or before the Effective Date. Distributions to Holders of Claims or Interests related to securities shall be made to such Holders in exchange for such securities, which, subject to the terms and conditions of this Plan, shall be deemed cancelled as of the Effective Date.

44. “Distribution Reserve Accounts” means the Priority Claims Reserve, the Undeliverable Distribution Reserve, the Wind-Down Reserve, the Other Secured Claims Reserve, and the GUC Reserve established pursuant to this Plan.

45. “Disputed” means, with respect to any Claim or Interest, any Claim or Interest that is not yet Allowed. For the avoidance of doubt, a Disputed Claim or Interest shall not include any Claim or Interest that has been disallowed under the Plan or by Final Order.

46. “Effective Date” means, with respect to the Plan, the date that is a Business Day selected by the Debtors and acceptable to the Required Supporting Senior Noteholders and Knight Hawk on or after the Confirmation Date on which: (a) no stay of the Confirmation and Sale Order is in effect; and (b) all conditions precedent specified in Article XI.A of the Plan have been satisfied (or shall be satisfied simultaneously therewith) or waived (in accordance with the Plan). Any action to be taken on the Effective Date may be taken on or as soon as reasonably practicable after the Effective Date.

47. “Entity” shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

48. “Estate” means, as to each Debtor, the estate created for each Debtor on the Petition Date pursuant to sections 301 and 541 of the Bankruptcy Code.

49. “Excluded Assets” shall have the meaning set forth in the Transaction Agreement.

50. “Exculpated Parties” means collectively, the Debtors and the Released Parties.

51. “Executory Contract” means a contract to which a Debtor is a party that is subject to assumption, assumption and assignment, or rejection under sections 365 or 1123 of the Bankruptcy Code.

52. “Expense Reimbursement Motion” means the motion filed with the Bankruptcy Court seeking approval of the Expense Reimbursement Order, which shall be in form and substance reasonably acceptable to the Required Supporting Senior Noteholders and Knight Hawk.

53. “Expense Reimbursement Order” means an order by the Bankruptcy Court approving Expense Reimbursement relating to the Sale Transaction, which shall be in form and substance acceptable to the Required Supporting Senior Noteholders and Knight Hawk.

54. “Federal Judgment Rate” means the federal judgment rate in effect as of the Effective Date.

55. “File,” “Filed,” or “Filing” means file, filed, or filing in the Chapter 11 Cases with the Bankruptcy Court or, with respect to the filing of a Proof of Claim or Proof of Interest, the Notice and Solicitation Agent.

56. “Final Order” means an order or judgment of the Bankruptcy Court (or any other court of competent jurisdiction) entered by the Clerk of the Court (or the clerk of such other court) on the docket in the Chapter 11 Cases (or the docket of such other court), which has not been reversed, stayed, modified, amended, or vacated, and as to which (a) the time to appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing has expired and as to which no appeal, petition for certiorari, or motion for new trial, stay, reargument, or rehearing shall be pending or (b) if an appeal, writ of certiorari, new trial, stay, reargument, or rehearing thereof has been sought, such order or judgment of the Bankruptcy Court (or other court of competent jurisdiction) shall have

been affirmed by the highest court to which such order was appealed, or certiorari shall have been denied, or a new trial, stay, reargument, or rehearing shall have been denied or resulted in no modification of such order, and the time to take any further appeal, petition for certiorari, or move for a new trial, stay, reargument, or rehearing shall have expired, as a result of which such order shall have become final in accordance with rule 8002 of the Bankruptcy Rules; *provided* that the possibility that a motion under rule 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Bankruptcy Rules, may be filed relating to such order, shall not cause an order not to be a Final Order.

57. “General Account” means a general account: (a) into which shall be deposited revenues and proceeds of all assets of the Debtors and Cash in an amount in excess of the amount required to adequately maintain the Distribution Reserve Accounts as described in Article VIII.H (*provided* that the General Account shall not include funds required to be deposited into the Distribution Reserve Accounts); (b) from which shall be made payments to any Distribution Reserve Account (other than GUC Reserve) in an amount sufficient to adequately maintain such Distribution Reserve Account as described in Article VIII.H; and (c) from which payments shall be made according to the priority set forth in Article VIII.G.

58. “General Unsecured Claim” means any Claim that is not paid in full during the Chapter 11 Cases and is not: (a) an Other Secured Claim; (b) a Senior Notes Secured Claim; (c) an Administrative Claim; (d) a Priority Tax Claim; (e) an Other Priority Claim; (f) an Intercompany Claim; (g) a Professional Fee Claim; or (h) a Section 510(b) Claim; *provided* that, for the avoidance of doubt, General Unsecured Claims shall include the Senior Notes Deficiency Claims.

59. “Governmental Unit” shall have the meaning set forth in section 101(27) of the Bankruptcy Code.

60. “GUC Distribution Proceeds” means that portion of (a) the Remaining Collateral Proceeds, if any, available for distribution to the Holders of Allowed General Unsecured Claims as provided in Article VIII.G, (b) the Remaining Available Assets Proceeds, if any, available for distribution to the Holders of Allowed General Unsecured Claims as provided in Article VIII.G, and (c) any funds in the General Account, to the extent any such funds are available for distribution to the Holders of Allowed General Unsecured Claims as provided in Article VIII.G, in each case to be distributed by the Plan Administrator in accordance with Article VIII.G hereof.

61. “GUC Reserve” means a separate, segregated account to be established and maintained by the Plan Administrator and funded with the GUC Distribution Proceeds pursuant to Article VIII.F hereof.

62. “HoldCo” means a Delaware limited liability company to be formed by Armstrong, as further described in Article IV.B.

63. “HoldCo/NewCo Documentation” means any and all documentation, filings, forms, and other administrative or ministerial actions relating thereto, that are reasonably necessary or desirable with respect to the formation of HoldCo or NewCo and to effectuate the Sale Transaction which HoldCo/NewCo Documentation shall be in form and substance acceptable to the Required Supporting Senior Noteholders and Knight Hawk.

64. “HoldCo Common Equity” means the common equity interests of HoldCo to be authorized pursuant to the Operating Agreement.

65. “HoldCo Equity” means the HoldCo Common Equity and the HoldCo Preferred Equity.

66. “HoldCo Preferred Equity” means the preferred equity interests of HoldCo to be authorized pursuant to the Operating Agreement.

67. “Holder” means any Entity holding a Claim or an Interest.

68. “Impaired” means, with respect to a Class of Claims or Interests, a Class of Claims or Interests that is not Unimpaired.

69. “Initial Distribution Date” means the date on which the Debtors or the Plan Administrator make initial distributions to Holders of Allowed Claims pursuant to the Plan.
70. “Intercompany Claim” means any Claim against a Debtor held by another Debtor.
71. “Intercompany Interest” means an Interest in any Debtor other than Armstrong; *provided* that, for the avoidance of doubt, any Interest held by a Debtor in HoldCo or NewCo shall not constitute an Intercompany Interest.
72. “Interest” means any interest, equity, or share in the Debtors, including all options, warrants, or other rights to obtain such an interest or share in such Debtor, whether or not certificated, transferable, preferred, common, voting, or denominated “stock” or a similar security, including any Claim subject to subordination under section 510(b) of the Bankruptcy Code arising therefrom.
73. “Interim Compensation Order” means the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals*.
74. “Judicial Code” means title 28 of the United States Code, 28 U.S.C. §§ 1–4001.
75. “Knight Hawk” means Knight Hawk Holdings, LLC.
76. “Lien” shall have the meaning set forth in section 101(37) of the Bankruptcy Code.
77. “NewCo” means one or more a Delaware limited liability companies to be formed by Armstrong, as further described in Article IV.B.
78. “NewCo Cure Costs” means any and all Cure Costs payable by NewCo with funds provided by Knight Hawk pursuant to the Transaction Agreement and does not include any Debtor Cure Costs.
79. “Noteholder Equity Issuance Consideration” shall have the meaning set forth in the Transaction Agreement.
80. “Notice and Solicitation Agent” means Donlin, Recano & Company, Inc., in its capacity as such.
81. “Operating Agreement” means the initial limited liability company operating agreement for HoldCo, as the same shall be amended and restated as of the Effective Date, in a form consistent with the term sheet dated as of the date of the Transaction Agreement (or as otherwise agreed) between Knight Hawk and the Required Supporting Senior Noteholders or otherwise mutually acceptable to Knight Hawk and the Required Supporting Senior Noteholders as contemplated in the Transaction Agreement.
82. “Ordinary Course Professional” means an Entity (other than a Professional) retained and compensated by the Debtors in accordance with the Ordinary Course Professionals Order.
83. “Ordinary Course Professionals Order” means the *Order Authorizing the Debtors to Retain and Compensate Professionals Utilized in the Ordinary Course of Business*.
84. “Other Priority Claim” means any Claim against any Debtor entitled to priority in right of payment under section 507 of the Bankruptcy Code, other than an Administrative Claim, a Priority Tax Claim, a Senior Notes Claim, or a Professional Fee Claim.
85. “Other Secured Claim” means any Secured Claim against any of the Debtors which was senior in priority to or *pari passu* with any Senior Notes Secured Claims (in each case as of the Petition Date), other than an Allowed Senior Notes Secured Claim or an Adequate Protection Claim.

86. “Other Secured Claims Reserve” means the account to be established and maintained by the Plan Administrator and funded with the Other Secured Claims Reserve Amount pursuant to Article VIII.E.

87. “Other Secured Claims Reserve Amount” means Cash in an amount to be determined by the Debtors, in consultation with the Required Supporting Senior Noteholders, which amount shall be funded by the Debtors and used by the Plan Administrator for the payment of Allowed Other Secured Claims to the extent that such Other Secured Claims have not been satisfied pursuant to Article III.B.2 on or before the Effective Date.

88. “Permitted Encumbrance” shall have the meaning set forth in the Transaction Agreement.

89. “Petition Date” means November 1, 2017.

90. “Plan” means this *Debtors’ First Amended Joint Chapter 11 Plan*, including the Plan Supplement which is incorporated herein by reference and made part of this Plan as if set forth herein, as each may be modified, supplemented, or waived from time to time in accordance with the respective terms thereof, which shall be in form and substance reasonably acceptable to the Required Supporting Senior Noteholders, Knight Hawk and, with respect to those provisions of the Plan that involve the Royalty Agreements, to Thoroughbred.

91. “Plan Administrator” means the Debtors’ chief restructuring officer, or such other Person to be agreed upon before the Confirmation Hearing by the Debtors, the Required Supporting Senior Noteholders, and the Committee, if any.

92. “Plan Supplement” means the compilation of documents and forms of documents, schedules, and exhibits to the Plan, as amended, supplemented, or otherwise modified from time to time in accordance with the terms hereof, each of which shall be in form and substance reasonably acceptable to the Required Supporting Senior Noteholders, Knight Hawk and, with respect to those documents that involve the Royalty Agreements, to Thoroughbred, substantially final forms of which shall be filed at least 14 days prior to the Voting Deadline, including: (a) the Schedule of Assumed Executory Contracts and Unexpired Leases; (b) the identity of the Plan Administrator and the compensation of the Plan Administrator; (c) the Retained Causes of Action; (d) the amounts of the Distribution Reserve Accounts; (e) the Wind-Down Budget; and (f) the HoldCo/NewCo Documentation. For the avoidance of doubt, the Operating Agreement will be available either (a) through the Debtors’ website, or (b) by hard copy for any party that specifically requests such from the Debtors.

93. “Post-Effective Date Debtor” means reorganized Armstrong Air, LLC.

94. “Post-Effective Date Debtor Assets” means: (a) the Remaining Collateral and the Remaining Collateral Proceeds; (b) the Remaining Available Assets; (c) the Remaining Available Assets Proceeds; and (d) the Distribution Reserve Accounts. For the avoidance of doubt, the Post-Effective Date Debtor Assets shall not include: (w) the Transferred Assets; (x) any claims or Causes of Action released pursuant to the Plan; or (y) the Professional Fee Escrow.

95. “Priority Claims” means, collectively the: (a) Priority Tax Claims; and (b) Other Priority Claims.

96. “Priority Claims Reserve” means the account to be established and maintained by the Plan Administrator and funded with the Priority Claims Reserve Amount pursuant to Article VIII.C hereof.

97. “Priority Claims Reserve Amount” means Cash in an amount to be determined by the Debtors, in consultation with the Required Supporting Senior Noteholders, which amount shall be funded by the Debtors and used by the Plan Administrator for the full payment in Cash of Allowed Priority Claims and Allowed Administrative Claims payable pursuant to Article II.A to the extent that such Priority Claims and Administrative Claims have not been paid in full on or before the Effective Date.

98. “Priority Tax Claim” means any Claim of a Governmental Unit of the kind specified in section 507(a)(8) of the Bankruptcy Code.

99. “Professional” means an entity employed pursuant to a Bankruptcy Court order in accordance with sections 327, 363, or 1103 of the Bankruptcy Code and to be compensated for services rendered before or on the Confirmation Date, pursuant to sections 326, 327, 328, 329, 330, 331, or 363 of the Bankruptcy Code.

100. “Professional Fee Claims” means all Administrative Claims for the compensation of Professionals and the reimbursement of expenses incurred by such Professionals through and including the Effective Date to the extent such fees and expenses have not been previously paid.

101. “Professional Fee Escrow” means an interest-bearing escrow account to hold and maintain an amount of Cash equal to the Professional Fee Escrow Amount funded by the Debtors as soon as reasonably practicable after the Confirmation Date and no later than the Effective Date solely for the purpose of paying all remaining Allowed and unpaid Professional Fee Claims. Such Cash shall remain subject to the jurisdiction of the Bankruptcy Court.

102. “Professional Fee Escrow Amount” means the aggregate unpaid Professional Fee Claims through the Effective Date as estimated in accordance with Article II.B of the Plan.

103. “Proof of Claim” means a proof of Claim Filed against any of the Debtors in the Chapter 11 Cases.

104. “Proof of Interest” means a proof of Interest Filed against any of the Debtors in the Chapter 11 Cases.

105. “Reinstated” means, with respect to Claims and Interests, that the Claim or Interest shall be rendered Unimpaired in accordance with section 1124 of the Bankruptcy Code.

106. “Released Parties” means collectively, and in each case in its capacity as such: (a) the Debtors and the Post-Effective Date Debtor; (b) the Debtors’ current and former officers and directors; (c) the Creditors’ Committee; (d) the Supporting Senior Noteholders; (e) RRPH; (f) the Senior Notes Trustee; (g) Knight Hawk; (h) Thoroughbred; (i) the parties to the Restructuring Support Agreement; (j) NewCo; (k) HoldCo; and (l) with respect to each of the foregoing entities in clauses (a) through (k), such entities’ predecessors, successors and assigns, subsidiaries, affiliates, managed accounts or funds, current or former officers, directors, principals, shareholders, members, partners, employees, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals, and such entities’ respective heirs, executors, estates, servants, and nominees, in each case, solely in their capacity as such.

107. “Releasing Parties” means collectively, and in each case in its capacity as such: (a) the Debtors; (b) the Supporting Senior Noteholders; (c) RRPH; (d) the Senior Notes Trustee; (e) Knight Hawk; (f) Thoroughbred; (g) the parties to the Restructuring Support Agreement (h) all Holders of Claims; (i) all Holders of Interests; (j) NewCo; (k) HoldCo; and (l) with respect to the Debtors, and each of the foregoing Entities in clauses (a) through (k), each such Entity’s current and former Affiliates, and each such Entity’s and their current and former Affiliates’ current and former directors, managers, officers, principals, members, employees, equity holders (regardless of whether such interests are held directly or indirectly), predecessors, successors, assigns, subsidiaries, agents, advisory board members, financial advisors, partners, attorneys, accountants, investment bankers, consultants, representatives, and other professionals.

108. “Remaining Adequate Protection Claims” has the meaning assigned to such term in Article VIII.G.

109. “Remaining Available Assets” means all Excluded Assets that are not Remaining Collateral including, for the avoidance of doubt: (a) certain Causes of Action not previously sold, settled, exculpated, or released by the Debtors or their Estates (including certain Avoidance Actions); (b) the Debtors’ rights under the Transaction Agreement, including all rights of recovery under the Transaction Agreement and any ancillary agreements among parties thereto (other than the Cash Consideration); and (c) all other assets of the Debtors or of

the Estates existing on the Effective Date that are not Remaining Collateral. For the avoidance of doubt, the Remaining Available Assets shall not include: (w) the Transferred Assets; (x) any claims or Causes of Action released pursuant to the Plan; or (y) the Professional Fee Escrow.

110. “Remaining Available Assets Proceeds” means the net Cash proceeds of any Remaining Available Assets after payment of all Allowed Administrative Claims and the funding of the Priority Claims Reserve, the Other Secured Claims Reserve, the Professional Fee Escrow, and the Wind-Down Reserve, available for distribution under Article VIII.G hereof.

111. “Remaining Collateral” means the (a) Cash Consideration and (b) all Excluded Assets that constitute Senior Noteholder Collateral.

112. “Remaining Collateral Proceeds” means the net Cash proceeds of any Remaining Collateral after payment of all Allowed Administrative Claims and the funding of the Priority Claims Reserve, the Other Secured Claims Reserve, the Professional Fee Escrow, and the Wind-Down Reserve, available for distribution under Article VIII.G hereof.

113. “Required Supporting Senior Noteholders” means holders of a majority of the principal amount of Senior Notes held by all Supporting Senior Noteholders at any given time.

114. “Restructuring Support Agreement” means that certain Restructuring Support Agreement dated as of October 5, 2017, by and among the Debtors, Knight Hawk, RRPH, Thoroughbred, and the Supporting Senior Noteholders, as may be modified, amended, or supplemented from time to time in accordance with the terms thereof.

115. “Restructuring Transactions” means those mergers, amalgamations, consolidations, arrangements, continuances, restructurings, transfers, conversions, dispositions, liquidations, dissolutions, or other corporate transactions that the Debtors determine, with the consent (not to be unreasonably withheld) of the Required Senior Supporting Noteholders and Knight Hawk, to be necessary or desirable to implement the terms of the Definitive Documents.

116. “Retained Causes of Action” means all claims and causes of action of the Debtors identified in the Plan Supplement.

117. “Royalty Agreements” means all existing mineral right agreements between certain of the Debtors and Thoroughbred (exclusive of that certain Coal Mining Lease and Sublease, dated as of February 28, 2014, by and between Thoroughbred Resources, LLC, as Lessor, and Thoroughfare Mining, LLC, as Lessee), as the same may be amended or restated to the extent contemplated by the Transaction Agreement.

118. “RRPH” means Rhino Resource Partners Holdings LLC.

119. “Sale Transaction” means the transfer of the Transferred Assets to NewCo and the assumption by NewCo of the Assumed Liabilities free and clear of all of all Liens, Claims, charges, and other encumbrances (other than the Permitted Encumbrances, in each case, and Assumed Liabilities) pursuant to sections 363(f) and/or 1123 of the Bankruptcy Code on the terms and conditions set forth in the Transaction Agreement.

120. “Schedule of Assumed Executory Contracts and Unexpired Leases” means the schedule of those Executory Contracts and Unexpired Leases to be assumed by the Debtors or assumed and assigned by the Debtors to NewCo pursuant to the Plan, as set forth in the Plan Supplement, which (with respect to such Executory Contracts and Unexpired Leases to be assumed and assigned by the Debtors to NewCo) shall be in form and substance reasonably acceptable to the Required Supporting Senior Noteholders and Knight Hawk, subject to amendment by the Debtors with the consent of the Required Supporting Senior Noteholders and Knight Hawk (with respect to such Executory Contracts and Unexpired Leases to be assumed and assigned by the Debtors to NewCo) from time to time in accordance with the Transaction Agreement and this Plan. For the avoidance of doubt, the Debtors shall assume and assign to NewCo, as part of the Sale Transaction, the Executory Contracts and Unexpired Leases that are

required to be assigned to NewCo pursuant to the Transaction Agreement, including all Royalty Agreements, as amended.

121. “Schedules” means, collectively, the schedules of assets and liabilities, schedules of Executory Contracts and Unexpired Leases, and statements of financial affairs to be Filed by the Debtors pursuant to section 521 of the Bankruptcy Code.

122. “Section 510(b) Claims” means any Claim subject to subordination under section 510(b) of the Bankruptcy Code.

123. “Secured” means, when referring to a Claim, a Claim that is: (a) secured by a Lien on property in which the applicable Estate has an interest, which Lien is valid, perfected, and enforceable pursuant to applicable law or by reason of a Bankruptcy Court order, or that is subject to setoff pursuant to section 553 of the Bankruptcy Code, to the extent of the value of the creditor’s interest in such Estate’s interest in such property or to the extent of the amount subject to setoff, as applicable, as determined pursuant to section 506(a) of the Bankruptcy Code and Bankruptcy Rule 3012, as applicable; or (b) Allowed pursuant to the Plan or a Final Order as a Secured Claim.

124. “Secured Tax Claim” means any Secured Claim that, absent its secured status, would be entitled to priority in right of payment under section 507(a)(8) of the Bankruptcy Code (determined irrespective of time limitations), including any related Secured Claim for penalties.

125. “Security” shall have the meaning set forth in section 101(49) of the Bankruptcy Code.

126. “Senior Noteholders” means the Holders of Senior Notes.

127. “Senior Noteholder Collateral” means “Collateral,” as such term is defined in the Cash Collateral Order.

128. “Senior Notes” means the 11.75% Senior Secured Notes due 2019.

129. “Senior Notes Claim” means any Claim derived from or based upon the Senior Notes Indenture, which Claims shall be Allowed in an aggregate amount not less than \$221,149,347.22, plus all accrued but unpaid interest and fees payable in respect thereof.

130. “Senior Notes Deficiency Claim” means any Senior Notes Claim that is not a Secured Claim.

131. “Senior Notes Indenture” means that certain indenture, dated as of December 21, 2012, as supplemented and in effect from time to time, by and among Armstrong and the Senior Notes Trustee, pursuant to which Armstrong issued \$200,000,000 in aggregate principal amount of the Senior Notes.

132. “Senior Notes Secured Claim” means any Senior Notes Claim that is a Secured Claim.

133. “Senior Notes Trustee” means Wells Fargo Bank, National Association, in its capacity as indenture trustee of the Senior Notes Indenture, and any successor thereto.

134. “Solicitation Date” means the date upon which the Debtors commence the solicitation process in accordance with the Disclosure Statement Order.

135. “Solicitation Procedures” means that form of solicitation procedures approved by and attached as an exhibit to the Disclosure Statement Order.

136. “Subsequent Distribution Date” means the date following the Initial Distribution Date on which the Plan Administrator in its reasonable discretion elects to make distributions to Holders of Allowed Claims pursuant to the Plan.

137. “Supporting Senior Noteholders” means the beneficial holders or investment managers or advisors for such beneficial holders of the Senior Notes that are party to the Restructuring Support Agreement.

138. “Thoroughbred” means, collectively, Thoroughbred Resources, L.P., for itself and its Affiliates and subsidiaries.

139. “Transaction Agreement” means that certain transaction agreement dated as of November 1, 2017, by and among the Debtors, the Supporting Senior Noteholders, and Knight Hawk (including all exhibits and schedules thereto), as the same may be amended, modified, or supplemented from time to time in accordance with the terms thereof.

140. “Transferred Assets” shall have the meaning set forth in the Transaction Agreement.

141. “Undeliverable Distribution Reserve” means a segregated account established by the Plan Administrator established in accordance with Article VIII.B hereof.

142. “Unexpired Lease” means a lease to which one or more of the Debtors is a party that is subject to assumption, assumption and assignment, or rejection under sections 365 or 1123 of the Bankruptcy Code.

143. “Unimpaired” means, with respect to a Class of Claims or Interests, a Claim or an Interest that is unimpaired within the meaning of section 1124 of the Bankruptcy Code.

144. “United States” means the United States of America, its agencies, departments, or agents.

145. “U.S. Trustee” means the Office of the United States Trustee for the Eastern District of Missouri.

146. “U.S. Trustee Fees” means fees arising under 28 U.S.C. § 1930(a)(6) and, to the extent applicable, accrued interest thereon arising under 31 U.S.C. § 3717.

147. “Voting Deadline” means January 19, 2018, at 4:00 p.m. prevailing Central Time.

148. “Wind Down” means the wind down and dissolution of the Debtors’ Estates following the Effective Date as set forth in Article VIII.B hereof.

149. “Wind-Down Amount” means Cash in an amount to be determined by the Debtors and acceptable to the Required Supporting Senior Noteholders, which amount shall be funded by the Debtors and used by the Plan Administrator to fund the Wind Down in accordance with the Wind-Down Budget.

150. “Wind-Down Budget” means a budget for the reasonable activities and expenses to be incurred in winding down the Chapter 11 Cases and administering the Remaining Collateral and Remaining Available Assets, which budget, activities, and reasonable expenses shall be agreed by the Required Supporting Senior Noteholders and the Debtors and may provide for incentive opportunities for certain of the Debtors’ existing employees that will assist the Plan Administrator. The Wind-Down Budget shall include line item estimates for, among other things, post-Effective Date professional fees and U.S. Trustee fees, and will be financed by the Wind-Down Amount.

151. “Wind-Down Reserve” means a segregated account established by the Plan Administrator established in accordance with Article VIII.D.

B. Rules of Interpretation.

For purposes herein: (1) in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and the neuter gender; (2) except as otherwise provided, any reference herein to a contract, lease, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or

substantially on those terms and conditions; (3) except as otherwise provided, any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, restated, supplemented, or otherwise modified in accordance with the terms of the Plan; (4) unless otherwise specified, all references herein to “Articles” are references to Articles of the Plan or hereto; (5) unless otherwise stated, the words “herein,” “hereof,” and “hereto” refer to the Plan in its entirety rather than to a particular portion of the Plan; (6) captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; (7) the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, and shall be deemed to be followed by the words “without limitation;” (8) unless otherwise specified, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (9) any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be; (10) any docket number references in the Plan shall refer to the docket number of any document Filed with the Bankruptcy Court in the Chapter 11 Cases; (11) references to “Proofs of Claim,” “Holders of Claims,” “Disputed Claims,” and the like shall include “Proofs of Interest,” “Holders of Interests,” “Disputed Interests,” and the like as applicable; (12) references to “shareholders,” “directors,” and/or “officers” shall also include “members” and/or “managers,” as applicable, as such terms are defined under the applicable state limited liability company laws; (13) any immaterial effectuating provisions may be interpreted by the Debtors or the Plan Administrator in such a manner that is consistent with the overall purpose and intent of the Plan all without further notice to or action, order, or approval of the Bankruptcy Court or any other Entity; and (14) except as otherwise provided, any references to the Effective Date shall mean the Effective Date or as soon as reasonably practicable thereafter.

C. Computation of Time.

The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed in the Plan or Confirmation and Sale Order. If the date on which a transaction may occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

D. Governing Law.

Except to the extent the Bankruptcy Code or Bankruptcy Rules apply, and subject to the provisions of any contract, lease, instrument, release, indenture, or other agreement or document entered into expressly in connection herewith, the rights and obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to conflict of laws principles.

E. Reference to Monetary Figures.

All references in the Plan to monetary figures shall refer to the legal tender of the United States, unless otherwise expressly provided.

F. Controlling Document.

In the event of an inconsistency between the Plan and the Disclosure Statement, the terms of the Plan shall control in all respects. In the event of an inconsistency between the Plan, the Disclosure Statement, the Plan Supplement, and the Transaction Agreement, the Transaction Agreement shall control. In the event of any inconsistency between the Transaction Agreement and the Confirmation and Sale Order, the Confirmation and Sale Order shall control.

ARTICLE II
ADMINISTRATIVE CLAIMS, PROFESSIONAL FEE CLAIMS, AND PRIORITY TAX CLAIMS

A. Administrative Claims.

Except with respect to Professional Fee Claims or as otherwise set forth herein, subject to the provisions of sections 327, 330(a), and 331 of the Bankruptcy Code, and except to the extent that a Holder of an Allowed Administrative Claim and, as applicable, the Debtors or the Plan Administrator agree to less favorable treatment or such Holder has been paid by any applicable Debtor prior to the Effective Date, the Debtors or the Plan Administrator shall pay each Holder of an Allowed Administrative Claim the full unpaid amount of such Allowed Administrative Claim in Cash: (1) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (2) if an Administrative Claim is Allowed after the Effective Date, on the date such Administrative Claim is Allowed or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due) with a Cash distribution from the Priority Claims Reserve by the Plan Administrator; (3) at such time and upon such terms as may be agreed upon by such Holder and the Debtors or the Plan Administrator, as applicable; or (4) at such time and upon such terms as set forth in an order of the Bankruptcy Court; *provided* that any Allowed Administrative Claim that has been expressly assumed by NewCo under the Transaction Agreement shall not be an obligation of the Debtors; *provided further* that notwithstanding anything to the contrary contained herein, the Senior Noteholders shall be entitled to retain all payments made by the Debtors during the Chapter 11 Cases pursuant to the Cash Collateral Order, and the Senior Noteholders shall be entitled to assert the Remaining Adequate Protection Claims, if any, in accordance with Article III.G.

1. Administrative Claims Bar Date.

Except as otherwise provided by a Final Order previously entered by the Bankruptcy Court (including the Bar Date Order) or as provided by this Article II.B, unless previously Filed, requests for payment of Administrative Claims, other than requests for payment of Professional Fee Claims, must be Filed and served on the Debtors no later than the Administrative Claims Bar Date pursuant to the procedures specified in the Confirmation and Sale Order and the notice of entry of the Confirmation and Sale Order. Holders of Administrative Claims that are required to File and serve a request for payment of such Administrative Claims that do not File and serve such a request by the Administrative Claims Bar Date shall be forever barred, estopped, and enjoined from asserting such Administrative Claims against the Debtors, their Estates, or the Plan Administrator, and such Administrative Claims shall be deemed compromised, settled, and released as of the Effective Date. Objections to such requests must be Filed and served on the requesting party by the Administrative Claims Objection Bar Date.

2. Priority Claims Reserve.

As soon as reasonably practicable after the Confirmation Date and no later than the Effective Date, the Debtors shall fund the Priority Claims Reserve in Cash as described in Article VIII.C hereof. Any amounts remaining in the Priority Claims Reserve after payment of all Allowed Priority Claims shall promptly be transferred to the General Account and shall be distributed according to the priority set forth in Article VIII.G without any further action or order of the Court.

B. Professional Compensation.

1. Final Fee Applications and Payment of Professional Fee Claims.

All final requests for payment of Professional Fee Claims incurred during the period from the Petition Date through the Effective Date, shall be Filed no later than 60 days after the Effective Date. All such final requests will be subject to approval by the Court after notice and a hearing in accordance with the procedures established by the Bankruptcy Code, Bankruptcy Rules and prior Bankruptcy Court orders, including the Interim Compensation Order, and once approved by the Court, shall be promptly paid from the Professional Fee Escrow up to the full Allowed amount. To the extent that funds held in the Professional Fee Escrow are unable to satisfy the amount of

Professional Fee Claims owing to the Professionals, such Professionals shall have an Allowed Administrative Claim for any such deficiency, which shall be satisfied in accordance with Article II.A of the Plan.

2. Professional Fee Escrow Amount.

On the Effective Date, the Debtors or the Post-Effective Date Debtor, as applicable, shall establish and fund the Professional Fee Escrow with Cash equal to the Professional Fee Escrow Amount. The Professional Fee Escrow shall be maintained in trust for the Professionals. Such funds shall not be considered property of the Debtors' Estates or of the Post-Effective Date Debtor. The amount of Professional Fee Claims owing to the Professionals shall be paid in Cash to such Professionals from funds held in the Professional Fee Escrow as soon as reasonably practicable after such Claims are Allowed by a Final Order. When all such Allowed amounts owing to Professionals have been paid in full, any remaining amount in the Professional Fee Escrow Account shall promptly be transferred to the General Account and shall be distributed according to the priority set forth in Article VIII.G without any further action or order of the Court.

3. Estimation of Fees and Expenses.

Professionals shall reasonably estimate their unpaid Professional Fee Claims and other unpaid fees and expenses incurred before and as of the Effective Date and shall deliver such estimate to the Debtors no later than five Business Days prior to the Effective Date; *provided* that such estimate shall not be considered an admission with respect to the fees and expenses of such Professional and such Professionals are not bound to any extent by the estimates. If a Professional does not provide an estimate, the Debtors may estimate the unbilled fees and expenses of such Professional.

4. Post-Effective Date Fees and Expenses.

Except as otherwise specifically provided in the Plan, from and after the Effective Date, the Debtors shall, in the ordinary course of business and without any further notice to or action, order, or approval of the Bankruptcy Court, pay in Cash the reasonable and documented legal, professional, or other fees and expenses related to implementation and Consummation of the Plan incurred by the Debtors. Upon the Effective Date, any requirement that Professionals and Ordinary Course Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code, the Interim Compensation Order, or the Ordinary Course Professionals Order, in seeking retention or compensation for services rendered after such date shall terminate, and the Debtors may employ and pay any Professional or Ordinary Course Professional in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court.

5. Substantial Contribution.

Except as otherwise specifically provided in the Plan, any Entity that requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code must file an application and serve such application on counsel for the Debtors and as otherwise required by the Bankruptcy Court, the Bankruptcy Code, and the Bankruptcy Rules on or before the Administrative Claims Bar Date.

C. *Costs and Expenses of the Senior Notes Trustee and Supporting Senior Noteholders.*

Notwithstanding anything to the contrary contained herein, any Claim related to the reasonable and documented fees and expenses, contribution or indemnification obligations (including, for the avoidance of doubt, those that may accrue before or after the Effective Date (including in any appellate proceedings related to these Chapter 11 Cases)) of the Senior Notes Trustee or the Supporting Senior Noteholders and their respective professionals payable pursuant to the Cash Collateral Order, shall constitute Allowed Administrative Claims and shall be paid on a current basis in full in Cash on the Effective Date, or to the extent accrued after the Effective Date, on a current basis in full in Cash as invoiced. Nothing herein shall require the Senior Notes Trustee or the Supporting Senior Noteholders, or their respective professionals, to file applications, a Proof of Claim or otherwise seek approval of the Court as a condition to the payment of such Allowed Administrative Claims.

D. Priority Tax Claims.

Except to the extent that a Holder of an Allowed Priority Tax Claim agrees to a less favorable treatment, in full and final satisfaction, settlement, and release of and in exchange for each Allowed Priority Tax Claim, each Holder of such Allowed Priority Tax Claim shall be treated in accordance with the terms set forth in section 1129(a)(9)(C) of the Bankruptcy Code. In the event an Allowed Priority Tax Claim is also a Secured Tax Claim, such Claim shall, to the extent it is Allowed, be treated as an Other Secured Claim if such Claim is not otherwise paid in full. On the Effective Date, any Liens securing any Allowed Priority Tax Claims shall be deemed released, terminated, and extinguished, in each case without further notice to or order of the Bankruptcy Court, act, or action under applicable law, regulation, order or rule, or the vote, consent, authorization, or approval of any Person.

E. U.S. Trustee.

The Debtors or the Plan Administrator, as applicable, shall timely pay all U.S. Trustee Fees for each quarter under 28 U.S.C. § 1930(a)(6), plus interest due and payable under 31 U.S.C. § 3717 on all disbursements, including Plan payments and disbursements in and outside the ordinary course of the Debtors' businesses, until the entry of a Final Order, dismissal of the Chapter 11 Cases, or conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code. Following Confirmation, the Debtors shall file with the Bankruptcy Court quarterly reports in a form reasonably acceptable to the U.S. Trustee.

**ARTICLE III
CLASSIFICATION AND TREATMENT OF CLAIMS AND INTERESTS**

A. Summary of Classification.

This Plan constitutes a separate chapter 11 plan of reorganization for each Debtor. Except for the Claims addressed in Article II above (or as otherwise set forth herein), all Claims against and Interests in a particular Debtor are placed in Classes for each of the Debtors. In accordance with section 1123(a)(1) of the Bankruptcy Code, the Debtors have not classified Administrative Claims, Priority Tax Claims, and Professional Fee Claims as described in Article II.

The categories of Claims and Interests listed below classify Claims and Interests for all purposes, including, voting, Confirmation, and distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Interest to be classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or an Interest is in a particular Class only to the extent that any such Claim or Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

Class	Claims and Interests	Status	Voting Rights
Class 1	Other Priority Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 2	Other Secured Claims	Unimpaired	Not Entitled to Vote (Presumed to Accept)
Class 3	Senior Notes Secured Claims	Impaired	Entitled to Vote
Class 4	General Unsecured Claims	Impaired	Entitled to Vote
Class 5	Intercompany Claims	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 6	Interests in Armstrong	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 7	Intercompany Interests	Impaired	Not Entitled to Vote (Deemed to Reject)
Class 8	Section 510(b) Claims	Impaired	Not Entitled to Vote (Deemed to Reject)

B. Treatment of Claims and Interests.

Except to the extent that the Debtors and a Holder of an Allowed Claim or Interest, as applicable, agrees to a less favorable treatment, such Holder shall receive under the Plan the treatment described below in full and final satisfaction, compromise, settlement, release, and discharge of and in exchange for such Holder's Allowed Claim or Interest. Unless otherwise indicated, each Holder of an Allowed Claim or Interest, as applicable, shall receive such treatment on the Effective Date (or, if payment is not then due, in accordance with its terms in the ordinary course) or as soon as reasonably practicable thereafter, the timing of which shall be subject to the reasonable discretion of the Debtors or the Plan Administrator, as applicable.

1. Class 1—Other Priority Claims.

- (a) *Classification:* Class 1 consists of all Other Priority Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Priority Claim and the Debtor against which such allowed Other Priority Claim is asserted agree to less favorable treatment for such Holder, in full satisfaction of each allowed Other Priority Claim against the Debtors, each Holder thereof shall receive payment in full in Cash from the Priority Claims Reserve or other treatment rendering such Claim Unimpaired.
- (c) *Voting:* Class 1 is Unimpaired under the Plan. Each Holder of an Allowed Other Priority Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of an Allowed Other Priority Claim is not entitled to vote to accept or reject the Plan.

2. Class 2—Other Secured Claims.

- (a) *Classification:* Class 2 consists of all Other Secured Claims, including all Secured Tax Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed Other Secured Claim agrees to a less favorable treatment, in full satisfaction of each allowed Other Secured Claim against the Debtors, each Holder thereof shall receive, at the Plan Administrator's election:

- (i) payment in full in Cash of such Holder's Allowed Class 2 Other Secured Claim with a distribution from the Other Secured Claims Reserve;
 - (ii) the Post-Effective Date Debtor's interest in the Collateral securing such Holder's Allowed Class 2 Other Secured Claims; or
 - (iii) such other treatment rendering such Holder's Allowed Other Secured Claim Unimpaired.
- (c) *Voting:* Class 2 is Unimpaired under the Plan. Each Holder of an Allowed Other Secured Claim is conclusively presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code. Therefore, each Holder of an Allowed Other Secured Claim is not entitled to vote to accept or reject the Plan.

3. Class 3—Senior Notes Secured Claims.

- (a) *Classification:* Class 3 consists of all Senior Notes Secured Claims.
- (b) *Treatment:* With respect to that portion of the Allowed Senior Notes Claims that are Senior Notes Secured Claims, except to the extent that a Holder of an Allowed Senior Notes Secured Claim agrees to a less favorable treatment, in full satisfaction of each Allowed Senior Notes Secured Claim, each Holder of an Allowed Senior Notes Secured Claim will receive, on or as soon as reasonably practicable after the Effective Date, its *pro rata* share of: (i) one hundred (100%) percent of the HoldCo Equity as of the Effective Date (before dilution on account of the HoldCo Equity issued to Knight Hawk in exchange for the Contribution as described in the Transaction Agreement) in satisfaction of the Noteholder Equity Issuance Consideration, and (ii) the Remaining Collateral Proceeds available for distribution from time to time as provided in Article VIII.G hereof, until such Allowed Senior Notes Secured Claims are paid in full.
- (c) *Voting:* Class 3 is Impaired under the Plan. Each Holder of an Allowed Senior Notes Secured Claim is entitled to vote to accept or reject the Plan.

4. Class 4—General Unsecured Claims.

- (a) *Classification:* Class 4 consists of all General Unsecured Claims.
- (b) *Treatment:* Except to the extent that a Holder of an Allowed General Unsecured Claim agrees to a less favorable treatment, in full satisfaction of each allowed General Unsecured Claim, until paid in full, each Holder of a General Unsecured Claim will receive its *pro rata* share of the GUC Distribution Proceeds as provided in Article VIII.G hereof.
- (c) *Voting:* Class 4 is Impaired. Each Holder of an Allowed General Unsecured Claim is entitled to vote to accept or reject the Plan.

5. Class 5—Intercompany Claims.

- (a) *Classification:* Class 5 consists of all Intercompany Claims.
- (b) *Treatment:* Intercompany Claims will be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and each Holder of a Class 5 Claim will not receive any distribution on account of such Claim.

- (c) *Voting:* Class 5 is Impaired. Each Holders of an Intercompany Claim is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan.

6. Class 6—Interests in Armstrong

- (a) *Classification:* Class 6 consists of all Interests in Armstrong.
- (b) *Treatment:* Interests in Armstrong will be canceled, released, and extinguished, and will be of no further force or effect, and each Holder of an Interest in Armstrong will not receive any distribution on account of such Interest.
- (c) *Voting:* Class 6 is Impaired. Each Holder of an Interest in Armstrong is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan.

7. Class 7—Intercompany Interests.

- (a) *Classification:* Class 7 consists of all Intercompany Interests.
- (b) *Treatment:* Intercompany Interests will be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and each Holder of an Intercompany Interest will not receive any distribution on account of such Interest.
- (c) *Voting:* Class 7 is Impaired. Each Holder of an Intercompany Interest is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan.

8. Class 8—Section 510(b) Claims.

- (a) *Classification:* Class 8 consists of all Section 510(b) Claims.
- (b) *Treatment:* Section 510(b) Claims will be canceled, released, and extinguished as of the Effective Date, and will be of no further force or effect, and each Holder of a Section 510(b) Claim will not receive any distribution on account of such Section 510(b) Claim. The Debtors are not aware of any valid Section 510(b) Claims and believe that no such Section 510(b) Claims exist.
- (c) *Voting:* Class 8 is Impaired. Each Holder of a Section 510(b) Claims is deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code and is not entitled to vote to accept or reject the Plan.

C. Special Provision Governing Unimpaired Claims.

Except as otherwise provided in the Plan, nothing under the Plan shall affect, diminish, or impair the rights of the Plan Administrator, the Debtors, or the Debtors' Estates in respect of any Unimpaired Claims, including all rights in respect of legal and equitable defenses to or setoffs or recoupments against any such Unimpaired Claims.

D. Acceptance or Rejection of the Plan.

1. Presumed Acceptance of Plan.

Classes 1 and 2 are Unimpaired under the Plan and are, therefore, presumed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

2. Voting Classes.

Each Holder of an Allowed Claim in each of Classes 3 and 4 shall be entitled to vote to accept or reject the Plan.

3. Presumed Rejection of Plan.

Classes 5, 6, 7, and 8 shall receive no distribution under the Plan on account of their Interests and Claims and are, therefore, presumed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code.

4. Controversy Concerning Impairment.

If a controversy arises as to whether any Claims or Interests, or any Class thereof, are Impaired, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

E. Elimination of Vacant Classes.

Any Class of Claims that is not occupied as of the date of commencement of the Confirmation Hearing by the Holder of an Allowed Claim or a Claim temporarily Allowed under Bankruptcy Rule 3018 (*i.e.*, no Ballots are cast in a Class entitled to vote on the Plan) shall be deemed eliminated from the Plan for purposes of voting to accept or reject the Plan and for purposes of determining acceptances or rejection of the Plan by such Class pursuant to section 1129(a)(8) of the Bankruptcy Code.

F. Confirmation Pursuant to Sections 1129(a)(10) and 1129(b) of the Bankruptcy Code

Acceptance of the Plan by either Class 3 or 4 will satisfy section 1129(a)(10) of the Bankruptcy Code. The Debtors shall seek Confirmation of the Plan pursuant to section 1129(b) of the Bankruptcy Code with respect to any rejecting Class of Claims or Interests. The Debtors reserve the right to modify the Plan in accordance with Article XII hereof to the extent, if any, that Confirmation pursuant to section 1129(b) of the Bankruptcy Code requires modification, including by modifying the treatment applicable to a Class of Claims or Interests to render such Class of Claims or Interests Unimpaired to the extent permitted by the Bankruptcy Code and the Bankruptcy Rules.

G. Subordinated Claims.

The allowance, classification, and treatment of all Allowed Claims and Allowed Interests and the respective distributions and treatments under the Plan take into account and conform to the relative priority and rights of the Claims and Interests in each Class in connection with any contractual, legal, and equitable subordination rights relating thereto, whether arising under general principles of equitable subordination, section 510(b) of the Bankruptcy Code, or otherwise. Pursuant to section 510 of the Bankruptcy Code, the Debtors reserve the right to re-classify any Allowed Claim or Allowed Interest in accordance with any contractual, legal, or equitable subordination relating thereto.

ARTICLE IV MEANS FOR IMPLEMENTATION OF THE PLAN

A. Sources of Plan Consideration.

The HoldCo Equity, the Remaining Collateral, the Remaining Available Assets, the Priority Claims Reserve, the Other Secured Claims Reserve, the GUC Reserve, the Debtors' rights under the Transaction Agreement, and all Causes of Action not previously settled, released, or exculpated under the Plan, if any, shall be used to fund the distributions to Holders of Allowed Claims against the Debtors in accordance with the treatment of such Claims and subject to the terms provided herein.

B. Armstrong Sale Transaction.

1. Creation of NewCo and HoldCo.

Following the Petition Date, Armstrong shall form or cause to be formed (i) HoldCo, a Delaware limited liability company, which shall be wholly owned by Armstrong, and (ii) NewCo, one or, if designated by Knight Hawk and the Required Senior Supporting Noteholders, more than one new Delaware limited liability companies, which shall be wholly owned by HoldCo.

Pursuant to the Transaction Agreement, Armstrong shall cause (i) HoldCo to be treated as a disregarded entity for U.S. federal and applicable state and local income tax purposes and (ii) NewCo to be treated as a disregarded entity for U.S. federal and applicable state and local income tax purposes unless otherwise directed in writing by the Supporting Senior Noteholders and Knight Hawk, in which case Armstrong will cooperate (including by filing an IRS Form 8832 in connection with the Sale Transaction) to elect to treat NewCo as a corporation for U.S. federal and applicable state and local income tax purposes.

2. Transaction Agreement.

Subject to the terms of the Transaction Agreement, on the Effective Date, the Debtors shall consummate the Sale Transaction by, among other things, transferring the Transferred Assets to NewCo free and clear of all Liens, Claims, charges, and other encumbrances (other than Permitted Encumbrances and Assumed Liabilities) pursuant to sections 363 and 1123 of the Bankruptcy Code, this Plan and the Confirmation and Sale Order. Upon entry of the Confirmation and Sale Order by the Bankruptcy Court, all matters provided for under the Transaction Agreement and the Plan, and any documents in connection herewith and therewith, shall be deemed authorized and approved without any requirement of further act or action by the Debtors, the Debtors' shareholders or boards of directors, or any other Entity or Person. The Debtors are authorized to execute and deliver, and to consummate the transactions contemplated by, the Transaction Agreement and this Plan, as well as to execute, deliver, file, record and issue any note, documents, or agreements in connection therewith, without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Entity.

The transactions contemplated by the Transaction Agreement and this Plan are undertaken by the Debtors, HoldCo, NewCo, the Supporting Senior Noteholders and Knight Hawk without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided therein to consummate the transactions contemplated thereunder and hereunder shall not affect the validity of such transactions (including the assumption, assignment and/or transfer of any Executory Contract or Unexpired Lease to NewCo). NewCo is a good faith purchaser within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code as applicable.

3. HoldCo Equity.

On the Effective Date, HoldCo is authorized to issue or cause to be issued and shall issue the HoldCo Equity for distribution to the holders of Allowed Senior Notes Secured Claims in accordance with the terms of this Plan and to Knight Hawk as set forth in the Transaction Agreement, in each case without further notice to or order of the Bankruptcy Court, act or action under applicable law, regulation, order, or rule or the vote, consent, authorization or approval of any Person. All of the shares of HoldCo Equity issued pursuant to the Plan, as contemplated by the Transaction Agreement, shall be duly authorized and validly issued. Other than as contemplated through the issuance of HoldCo Equity pursuant to this Plan and the Transaction Agreement, there shall exist on the Effective Date no other equity securities, warrants, options, or other agreements to acquire any equity interest in HoldCo.

4. Restructuring Transactions.

Before, on, and after the Effective Date, the Debtors, or the Post-Effective Date Debtor, as applicable, are authorized, without further order of the Bankruptcy Court, to take all actions as may be necessary or appropriate to effect any transaction described in, approved by, contemplated by, or necessary to effectuate the Restructuring Transactions under or in connection with the Plan, including: (1) the execution and delivery of all appropriate agreements or other documents of merger, consolidation, restructuring, conversion, disposition, transfer, dissolution, or liquidation containing terms that are consistent with the terms of the Plan, and that satisfy the requirements of applicable law and any other terms to which the applicable Entities may agree with the consent (not to be unreasonably withheld) of the Required Supporting Senior Noteholders and Knight Hawk; (2) the execution and delivery of appropriate instruments of transfer, assignment, assumption, or delegation of any asset, property, right, liability, debt, or obligation on terms consistent with the terms of the Plan and having other terms to which the applicable Entities agree with the consent (not to be unreasonably withheld) of the Required Supporting Senior Noteholders and Knight Hawk; (3) rejection or assumption, or assumption and assignment, as applicable, of Executory Contracts and Unexpired Leases; (4) the filing of appropriate certificates or articles of incorporation, reincorporation, merger, consolidation, conversion, or dissolution pursuant to applicable state law; and (5) subject to the occurrence of the Effective Date, the consummation of the transactions contemplated by the Transaction Agreement.

5. Payment of Cure Costs and Other Amounts.

On or as soon as reasonably practicable after the Effective Date, (i) NewCo (or an Affiliate thereof), with funds provided by Knight Hawk, shall pay all NewCo Cure Costs, and (ii) the Debtors shall pay (either directly or through NewCo) all Debtor Cure Costs, in each case that are required to be paid (if any) pursuant to and in accordance with sections 365 or 1123 of the Bankruptcy Code with respect to any Executory Contracts or Unexpired Leases that are assumed by the Debtors and assigned to NewCo pursuant to the Transaction Agreement and this Plan. The Debtors and the Post-Effective Date Debtor (a) shall not have any obligation to make any payment or other distribution on account of any NewCo Cure Costs, and (b) shall have the obligation to pay NewCo for any amounts that are accrued as of the closing under the Transaction Agreement prorated per diem as of such closing not yet due and payable with respect to any Executory Contracts or Unexpired Leases that are assumed by the Debtors and assigned to NewCo pursuant to the Transaction Agreement and this Plan. NewCo, HoldCo, the Supporting Senior Noteholders, and Knight Hawk shall not have any obligation to make any payment or other distribution on account of any Debtor Cure Costs, except for Debtor Cure Costs paid through NewCo.

C. Vesting of Assets.

Except as otherwise provided in the Plan, the Transaction Agreement, or any agreement, instrument, or other document incorporated herein or therein, on the Effective Date: (a) the Transferred Assets shall be preserved and shall vest in NewCo, free and clear of all Liens, Claims, charges, and other encumbrances (other than the Permitted Encumbrances and the Assumed Liabilities); and (b) the Post-Effective Date Debtor Assets shall vest in the Post-Effective Date Debtor for the purpose of liquidating the Estates, free and clear of all Liens, Claims, charges, and other encumbrances other than the Permitted Encumbrances. On and after the Effective Date, except as otherwise provided in the Plan and subject in all respects to the Transaction Agreement and the Plan, the Debtors and the Post-Effective Date Debtor may operate their businesses and use, acquire, or dispose of property and, as applicable, compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. For the avoidance of doubt, following the Effective Date, HoldCo and NewCo may operate their businesses and use, acquire, or dispose of property, including the Transferred Assets, without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

D. General Settlement of Claims.

As discussed further in the Disclosure Statement and as otherwise provided herein, pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the classification, distributions, releases, and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, Causes of Action, and controversies

released, settled, compromised, discharged, or otherwise resolved pursuant to the Plan. The Plan shall be deemed a motion to approve the good-faith compromise and settlement of all such Claims, Interests, Causes of Action, and controversies pursuant to Bankruptcy Rule 9019, and the entry of the Confirmation and Sale Order shall constitute the Bankruptcy Court's approval of such compromise and settlement under section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019, as well as a finding by the Bankruptcy Court that such settlement and compromise is fair, equitable, reasonable, and in the best interests of the Debtors and their Estates. Distributions made to Holders of Allowed Claims in any Class are intended to be final.

E. Senior Notes Indenture.

Effective as of the Effective Date, the Debtors' obligations under the Senior Notes Indenture shall be deemed terminated, canceled, and released. In full and final satisfaction, settlement, and release of and in exchange for each Holder's Allowed Senior Notes Claim, on the Effective Date or as soon as reasonably practicable thereafter, the Debtors or the Plan Administrator, as the case may be, may take such actions as are necessary to effectuate the transactions contemplated by Article III.B and Article VIII.G hereof and the Transaction Agreement, including to execute and deliver such other and further documents as may be reasonably requested by the Senior Notes Trustee. Notwithstanding anything in the Plan to the contrary, the Senior Notes Indenture shall continue in effect solely to the extent necessary to: (1) allow Holders of Allowed Senior Notes Claims to receive distributions pursuant to the Plan; (2) allow the Post-Effective Date Debtor to make distributions pursuant to the Plan; and (3) allow the Senior Notes Trustee to seek compensation, reimbursement, and/or indemnification of fees, expenses, and other costs in accordance with the Plan, the Cash Collateral Order, and the Senior Notes Indenture.

F. Post-Effective Date Debtor.

On and after the Effective Date, in accordance with the Wind-Down Budget, the Post-Effective Date Debtor shall continue in existence for purposes of (1) winding down the Debtors' businesses and affairs as expeditiously as reasonably possible, (2) resolving Disputed Claims, (3) paying Allowed Priority Tax Claims, Allowed Administrative Claims (including but not limited to Professional Fee Claims), Allowed Priority Claims, Allowed Senior Notes Claims, Allowed Other Secured Claims, Allowed General Unsecured Claims, and Debtor Cure Costs as provided hereunder, (4) establishing and funding the Distribution Reserve Accounts, (5) enforcing and prosecuting claims, interests, rights, and privileges under the Retained Causes of Action in an efficacious manner and only to the extent the benefits of such enforcement or prosecution are reasonably believed to outweigh the costs associated therewith, (6) filing appropriate tax returns, (7) complying with its continuing obligations under the Transaction Agreement (including with respect to the transfer of permits to NewCo as contemplated therein); and (8) administering the Plan in an efficacious manner. The Post-Effective Date Debtor shall be deemed to be substituted as the party-in-lieu of the Debtors in all matters, including (a) motions, contested matters, and adversary proceedings pending in the Bankruptcy Court, and (b) all matters pending in any courts, tribunals, forums, or administrative proceedings outside of the Bankruptcy Court, in each case without the need or requirement for the Plan Administrator to file motions or substitutions of parties or counsel in each such matter.

G. Plan Administrator.

The Plan Administrator shall act for the Post-Effective Date Debtor in the same fiduciary capacity as applicable to a board of managers, directors, and officers, subject to the provisions hereof (and all certificates of formation, membership agreements, and related documents are deemed amended by the Plan to permit and authorize the same). On the Effective Date, the authority, power, and incumbency of the persons acting as managers and officers of the Post-Effective Date Debtor shall be deemed to have resigned, and a representative of the Plan Administrator shall be appointed as the sole manager and sole officer of the Post-Effective Date Debtor, and shall succeed to the powers of the Post-Effective Date Debtor's managers, directors, and officers. From and after the Effective Date, the Plan Administrator shall be the sole representative of, and shall act for, the Post-Effective Date Debtor as further described in Article VII hereof; *provided* that the Plan Administrator shall use commercially reasonable efforts to operate in a manner consistent with the Wind-Down Budget.

Notwithstanding anything herein to the contrary, the Post-Effective Date Debtor and the Plan Administrator shall be deemed to be fully bound by the terms of the Plan and the Confirmation and Sale Order.

H. Cancellation of Notes, Instruments, Certificates, and Other Documents.

On the Effective Date, except as otherwise specifically provided for in the Plan: (1) the obligations of any Debtor under any certificate, share, note, bond, indenture, purchase right, or other instrument or document, directly or indirectly evidencing or creating any indebtedness or obligation of or ownership interest, equity, or portfolio interest in the Debtors or any warrants, options, or other securities exercisable or exchangeable for, or convertible into, debt, equity, ownership, or profits interests in the Debtors giving rise to any Claim or Interest shall be cancelled and deemed surrendered as to the Debtors and shall not have any continuing obligations thereunder; and (2) the obligations of the Debtors pursuant, relating, or pertaining to any agreements, indentures, certificates of designation, bylaws, or certificates or articles of incorporation or similar documents governing the shares, certificates, notes, bonds, indenture, purchase rights, options, warrants, or other instruments or documents evidencing or creating any indebtedness or obligation of the Debtors shall be fully released, settled, and compromised.

I. Corporate Action.

Upon the Effective Date, by virtue of the solicitation of votes in favor of the Plan and entry of the Confirmation and Sale Order, all actions contemplated by the Plan and the Transaction Agreement (including any action to be undertaken by the Plan Administrator) shall be deemed authorized, approved, and, to the extent taken prior to the Effective Date, ratified without any requirement for further action by Holders of Claims or Interests, the Debtors, or any other Entity or Person. All matters provided for in the Plan involving the corporate structure of the Debtors, including the creation of HoldCo and NewCo, the consummation of the Sale Transaction and the issuance of HoldCo Equity to Holders of Allowed Supporting Senior Noteholders and Knight Hawk, in each case in accordance with the Plan and the Transaction Agreement, and any corporate action required by the Debtors in connection therewith, shall be deemed to have occurred and shall be in effect, without any requirement of further action by the Debtors or the Debtors' Estates.

Upon the Effective Date or as soon as reasonably practicable thereafter, after making all distributions provided for under the Plan, the Debtors shall be deemed to have been dissolved and terminated, except as necessary satisfy their obligations under the Transaction Agreement. The directors, managers, and officers of the Debtors and the Plan Administrator, as applicable, shall be authorized to execute, deliver, File, or record such contracts, instruments, and other agreements or documents and take such other actions as they may deem necessary or appropriate in their sole discretion to implement the provisions of this Article IV.I.

The authorizations and approvals contemplated by this Article IV.I shall be effective notwithstanding any requirements under applicable nonbankruptcy law.

J. Dissolution and Board of the Debtors.

As of the Effective Date, the existing board of directors or managers, as applicable, of the Debtors shall be dissolved without any further action required on the part of the Debtors or the Debtors' officers, directors, managers, shareholders, or members, and any remaining officers, directors, managers, or managing members of any Debtor shall be dismissed without any further action required on the part of any such Debtor, the equity holders of the Debtors, the officers, directors, or managers, as applicable, of the Debtors, or the members of any Debtor. Subject in all respects to the terms of this Plan, the Debtors shall be dissolved as soon as practicable on or after the Effective Date, but in no event later than the closing of the Chapter 11 Cases.

As of the Effective Date, the Plan Administrator shall act as the sole officer, director, and manager, as applicable, of the Debtors with respect to its affairs other than matters substantially related to the transactions described in Article IV.B.1-2 of the Plan. Subject in all respects to the terms of this Plan, the Plan Administrator shall have the power and authority to take any action necessary to wind down and dissolve any of the Debtors, and shall: (a) file a certificate of dissolution for any of the Debtors, together with all other necessary corporate and company documents, to effect the dissolution of Armstrong under the applicable laws of its state of formation; and (b) complete and file all final or otherwise required federal, state, and local tax returns and shall pay taxes required to be paid for any of the Debtors, and pursuant to section 505(b) of the Bankruptcy Code, request an expedited determination of any unpaid tax liability of any of the Debtors or their Estates for any tax incurred during the administration of such Debtor's Chapter 11 Case, as determined under applicable tax laws.

The filing by the Plan Administrator of any of the Debtors' certificate of dissolution shall be authorized and approved in all respects without further action under applicable law, regulation, order, or rule, including any action by the stockholders, members, board of directors, or board of managers of Armstrong or any of its affiliates.

K. Release of Liens.

Except as otherwise expressly provided herein, on the Effective Date, all Liens on any property of any Debtors or the Post-Effective Date Debtor shall automatically terminate, all property subject to such Liens shall be automatically released, and all guarantees of any Debtors or the Post-Effective Date Debtor shall be automatically discharged and released.

L. Effectuating Documents; Further Transactions.

Prior to the Effective Date, the Debtors are, and on and after the Effective Date, the Post-Effective Date Debtors, the Plan Administrator, and the officers and members thereof are authorized to and may issue, execute, deliver, file, or record such contracts, securities, instruments, releases, and other agreements or documents and take such actions as may be necessary or appropriate to effectuate, implement, and further evidence the terms and conditions of the Plan, without the need for any approvals, authorizations, notice, or consents, except for those expressly required pursuant to the Plan.

M. Exemption from Certain Taxes and Fees.

To the maximum extent provided by section 1146(a) of the Bankruptcy Code, any post-Confirmation transfer from any Entity pursuant to, in contemplation of, or in connection with the Plan, the Sale Transaction or the Transaction Agreement or pursuant to: (1) the issuance, distribution, transfer, or exchange of any debt, equity security, or other interest in the Debtors; or (2) the making, delivery, or recording of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including any deeds, bills of sale, assignments, or other instruments of transfer executed in connection with any transaction arising out of, contemplated by, or in any way related to the Plan, shall not be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, real estate transfer tax, mortgage recording tax, Uniform Commercial Code filing or recording fee, or other similar tax or governmental assessment, in each case to the extent permitted by applicable bankruptcy law, and the appropriate state or local government officials or agents shall forego collection of any such tax or governmental assessment and accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment.

N. Causes of Action.

Other than Causes of Action against an Entity that are waived, relinquished, exculpated, released, compromised, settled, assigned, and/or otherwise conveyed under the Plan, the Transaction Agreement, or any Final Order (including, for the avoidance of doubt, any claims or Causes of Action released pursuant to Article X hereof), the Debtors reserve and, as of the Effective Date, assign to the Post-Effective Date Debtor the Causes of Action, which shall include, for the avoidance of doubt, those Causes of Action identified as being retained in the Plan Supplement. On and after the Effective Date, the Plan Administrator may pursue the Causes of Action on behalf of and for the benefit of the applicable beneficiaries. On the Effective Date, except as expressly set forth in the Plan Supplement, all Avoidance Actions shall be deemed waived, relinquished, and extinguished, and no Avoidance Actions shall revert to creditors of the Debtors.

No Entity may rely on the absence of a specific reference in the Plan, the Plan Supplement, or the Disclosure Statement to any such Cause of Action against them as any indication that the Debtors or the Plan Administrator will not pursue any and all available Causes of Actions against them. No preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion (judicial, equitable, or otherwise), or laches, shall apply to such Causes of Action upon, after, or as a consequence of the Confirmation or Consummation.

The Debtors or the Post-Effective Date Debtor, as applicable, reserve any such Causes of Action (other than waived Avoidance Actions) being retained by the Debtors as provided herein, notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Cases or pursuant to the Plan. Prior to the Effective Date, the Debtors, and on and after the Effective Date, the Plan Administrator, shall retain and shall have, including through their authorized agents or representatives, the exclusive right, authority, and discretion to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, withdraw, or litigate to judgment any such Causes of Action and to decline to do any of the foregoing without the consent or approval of any third party or further notice to or action, order, or approval of the Bankruptcy Court.

O. Closing the Chapter 11 Cases.

Upon the occurrence of the Effective Date, the Plan Administrator shall be permitted to close all of the Chapter 11 Cases except for the Chapter 11 Case of Armstrong, and all contested matters relating to each of the Debtors, including objections to Claims, shall be administered and heard in the Chapter 11 Case of Armstrong.

When all Disputed Claims have become Allowed or Disallowed and all remaining Cash has been distributed in accordance with the Plan, the Plan Administrator shall seek authority from the Bankruptcy Court to close the Chapter 11 Case of Armstrong in accordance with the Bankruptcy Code and the Bankruptcy Rules.

ARTICLE V
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. Assumption and Rejection of Executory Contracts and Unexpired Leases.

On the Effective Date, except as otherwise provided herein, each Executory Contract and Unexpired Lease not previously rejected, assumed, or assumed and assigned, including any employee benefit plans, severance plans, and other Executory Contracts under which employee obligations arise, shall be deemed automatically rejected pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such Executory Contract or Unexpired Lease: (1) is specifically described in the Plan as to be assumed in connection with confirmation of the Plan, or is specifically scheduled to be assumed or assumed and assigned pursuant to the Plan or the Plan Supplement; (2) is subject to a pending motion to assume such Unexpired Lease or Executory Contract as of the Effective Date; (3) is to be assumed by the Debtors or assumed by the Debtors and assigned to NewCo or another third party, as applicable, in connection with the Sale Transaction; (4) is a contract, instrument, release, indenture, or other agreement or document entered into in connection with the Plan; (5) is a D&O Policy; or (6) is the Transaction Agreement or the HoldCo/NewCo Documentation. Entry of the Confirmation and Sale Order by the Bankruptcy Court shall constitute approval of such assumptions, assignments, and rejections, including the assumption and assignment of the Executory Contracts or Unexpired Leases as provided in the Transaction Agreement and the Plan Supplement, pursuant to sections 365(a) and 1123 of the Bankruptcy Code. Unless otherwise indicated, assumptions or rejections of Executory Contracts and Unexpired Leases pursuant to the Plan or Transaction Agreement are effective as of the Effective Date. Any motions to assume Executory Contracts or Unexpired Leases pending on the Effective Date shall be subject to approval by a Final Order of the Bankruptcy Court on or after the Effective Date.

B. Claims Based on Rejection of Executory Contracts or Unexpired Leases.

Unless otherwise provided by an order of the Bankruptcy Court, any Proofs of Claim based on the rejection of the Debtors' Executory Contracts or Unexpired Leases pursuant to the Plan or otherwise, must be Filed with the Bankruptcy Court and served on the Debtors or, after the Effective Date, the Plan Administrator, as applicable, no later than 30 days after the earlier of the Effective Date or the effective date of rejection of such Executory Contract or Unexpired Lease. In addition, any objection to the rejection of an Executory Contract or Unexpired Lease must be Filed with the Bankruptcy Court and served on the Debtors or, after the Effective Date, the Plan Administrator, as applicable, no later than 14 days after service of the Debtors' proposed rejection of such Executory Contract or Unexpired Lease.

Any Holders of Claims arising from the rejection of an Executory Contract or Unexpired Lease for which Proofs of Claims were not timely Filed shall not (1) be treated as a creditor with respect to such Claim,

(2) be permitted to vote to accept or reject the Plan on account of any Claim arising from such rejection, or (3) participate in any distribution in the Chapter 11 Cases on account of such Claim, and any Claims arising from the rejection of an Executory Contract or Unexpired Lease not Filed with the Bankruptcy Court within such time will be automatically Disallowed, forever barred from assertion, and shall not be enforceable against the Debtors, the Debtors' Estates, the Post-Effective Date Debtor, or the property for any of the foregoing without the need for any objection by the Debtors or the Plan Administrator, as applicable, or further notice to, or action, order, or approval of the Bankruptcy Court or any other Entity, and any Claim arising out of the rejection of the Executory Contract or Unexpired Lease shall be deemed fully compromised, settled, and released, notwithstanding anything in the Schedules or a Proof of Claim to the contrary. All Allowed Claims arising from the rejection of the Debtors' prepetition Executory Contracts or prepetition Unexpired Leases shall be classified as General Unsecured Claims against the appropriate Debtor, or upon the Effective Date, the Post-Effective Date Debtor, except as otherwise provided by order of the Bankruptcy Court.

C. Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.

Any monetary defaults under an Executory Contract or Unexpired Lease to be assumed by the Debtors as set forth in Article V.A, as reflected on the Cure Notice shall be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by payment of such Cure Costs in Cash on or about the Effective Date, subject to the limitations described below and the allocation of Cure Costs between the Debtors and NewCo set forth in the Transaction Agreement and Article IV.B herein, or on such other terms as the parties to such Executory Contracts or Unexpired Leases may otherwise agree. In the event of a dispute regarding (1) the Cure Costs, (2) the ability of NewCo or any assignee, to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code) under the Executory Contract or Unexpired Lease to be assumed, or (3) any other matter pertaining to assumption, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order or orders resolving the dispute and approving the assumption, and the Debtors will retain adequate cash to pay for potential Debtor Cure Costs and other amounts to be paid by the Debtors under the Transaction Agreement.

Unless otherwise provided by an order of the Bankruptcy Court or in the Transaction Agreement, at least 14 days before the Voting Deadline, the Debtors shall cause Cure Notices of proposed assumption to be sent to applicable counterparties. Any objection by such counterparty must be Filed, served, and actually received by the Debtors not later than the deadline by which objections to confirmation of the Plan are due. Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or cure amount will be deemed to have assented to such assumption.

In any case, if the Bankruptcy Court determines that the Allowed Cure Cost with respect to any Executory Contract or Unexpired Lease is greater than the amount set forth in the applicable Cure Notice, the Debtors or, with respect to those Executory Contracts and Unexpired Leases to be assumed by the Debtors and assigned to NewCo under the Transaction Agreement, the Required Supporting Senior Noteholders and Knight Hawk (in accordance with the Transaction Agreement) will have the right to remove such Executory Contract or Unexpired Lease from the relevant Schedule of Assumed Executory Contracts and Unexpired Leases (and, if applicable, the list of Assigned Contracts (as defined in the Transaction Agreement)), in which case such Executory Contract or Unexpired Lease will be deemed rejected as the Effective Date. Notwithstanding the foregoing, upon the closing under the Transaction Agreement, all Royalty Agreements, as amended or restated as contemplated by the Transaction Agreement, shall be assumed and assigned to NewCo or otherwise conveyed to NewCo and all monetary defaults thereunder cured by NewCo or the Debtors, in each case as provided in the Transaction Agreement.

Assumption (or assumption and assignment) of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed (or assumed and assigned) Executory Contract or Unexpired Lease at any time before the date that the Debtors assume such Executory Contract or Unexpired Lease. **All liabilities reflected in the Schedules and any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed Disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.**

D. D&O Policies.

The D&O Policies shall be assumed by the Debtors on behalf of the applicable Debtor and assigned to the Post-Effective Date Debtor effective as of the Effective Date, pursuant to sections 365 and 1123 of the Bankruptcy Code, unless such insurance policy previously was rejected by the Debtors or the Debtors' Estates pursuant to a Bankruptcy Court order or is the subject of a motion to reject pending on the Effective Date, and coverage for defense and indemnity under any of the D&O Policies shall remain available to all individuals within the definition of "Insured" in any of the D&O Policies.

E. Modifications, Amendments, Supplements, Restatements, or Other Agreements.

Unless otherwise provided in the Plan, each Executory Contract or Unexpired Lease that is assumed shall include all modifications, amendments, supplements, restatements, or other agreements that in any manner affect such Executory Contract or Unexpired Lease, and Executory Contracts and Unexpired Leases related thereto, if any, including easements, licenses, permits, rights, privileges, immunities, options, rights of first refusal, and any other interests, unless any of the foregoing agreements has been previously rejected or repudiated or is rejected or repudiated under the Plan.

Modifications, amendments, supplements, and restatements to prepetition Executory Contracts and Unexpired Leases that have been executed by the Debtors during the Chapter 11 Cases shall not be deemed to alter the prepetition nature of the Executory Contract or Unexpired Lease, or the validity, priority, or amount of any Claims that may arise in connection therewith, absent a Final Order of the Bankruptcy Court to the contrary.

F. Reservation of Rights.

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Assumed Executory Contracts and Unexpired Leases, nor anything contained in the Plan or Transaction Agreement, shall constitute an admission by the Debtors or any other Entity, as applicable, that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that either any Debtor or any other Entity, as applicable, has any liability thereunder. In the event of a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors or the Plan Administrator, as applicable, shall have 90 days following entry of a Final Order resolving such dispute to alter the treatment of such contract or lease as otherwise provided in the Plan. Notwithstanding anything else to the contrary herein, all Royalty Agreements, as amended or restated as contemplated by the Transaction Agreement, shall be assumed and assigned to NewCo or otherwise conveyed to NewCo and all monetary defaults thereunder cured by NewCo or the Debtors, in each case as provided in the Transaction Agreement, on or prior to the Effective Date.

G. Nonoccurrence of Effective Date.

In the event that the Effective Date does not occur, the Bankruptcy Court shall retain jurisdiction with respect to any request to extend the deadline for assuming or rejecting Unexpired Leases pursuant to section 365(d)(4) of the Bankruptcy Code.

**ARTICLE VI
PROVISIONS GOVERNING DISTRIBUTIONS**

A. Timing and Calculation of Amounts to Be Distributed.

Unless otherwise provided in the Plan, on the Effective Date or as soon as reasonably practicable thereafter (or, if a Claim is not an Allowed Claim on the Effective Date, on the date that such Claim becomes Allowed or as soon as reasonably practicable thereafter), each Holder of an Allowed Claim against the Debtors shall receive the full amount of the distributions that the Plan provides for Allowed Claims in the applicable Class from the Debtors or the Plan Administrator on behalf of the Debtors, as applicable. In the event that any payment or act under the Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on the next succeeding Business Day, in which case such payment

shall be deemed to have occurred when due. If and to the extent that there are Disputed Claims, distributions on account of any such Disputed Claims shall be made pursuant to the provisions set forth in Article IX hereof. Notwithstanding anything to the contrary in the Plan, no Holder of an Allowed Claim shall, on account of such Allowed Claim, receive a distribution in excess of the Allowed amount of such Claim plus any interest accruing on such Claim that is actually payable in accordance with the Plan.

B. Rights and Powers of the Plan Administrator.

1. Powers of the Debtors and the Plan Administrator.

Except as otherwise set forth herein, all distributions under the Plan shall be made on the Effective Date or as soon as reasonably practicable thereafter by the Debtors or the Plan Administrator (or its designee(s)), the timing of which shall be subject to the reasonable discretion of the Debtors or the Plan Administrator, as applicable.

On and after the Effective Date, the Plan Administrator and its designees or representatives shall have the right to object to, Allow, or otherwise resolve any General Unsecured Claim, Priority Claim, or Other Secured Claim, subject to the terms hereof; *provided* that the Plan Administrator and its designees or representatives shall not have the right to object to the Allowed Senior Notes Deficiency Claims.

The Debtors and the Plan Administrator, as applicable, shall not be required to give any bond or surety or other security for the performance of its duties unless otherwise ordered by the Bankruptcy Court. However, in the event that the Plan Administrator is so ordered after the Effective Date, all costs and expenses of procuring any such bond or surety shall be paid for with Cash from the Wind-Down Reserve.

2. Fees of Plan Administrator and Expenses Incurred On or After the Effective Date.

Except as otherwise ordered by the Bankruptcy Court, the fees and expenses incurred by the Plan Administrator on or after the Effective Date (including taxes) and any reasonable compensation and expense reimbursement Claims (including attorney fees and expenses) made by the Plan Administrator in connection with such Plan Administrator's duties shall be paid without any further notice to or action, order, or approval of the Bankruptcy Court in Cash from the Wind-Down Reserve if such amounts relate to any actions taken hereunder.

C. Delivery of Distributions and Undeliverable or Unclaimed Distributions.

1. Record Date for Distribution.

On the Distribution Record Date, the Claims Register shall be closed and the Debtors, the Plan Administrator, or any other party responsible for making distributions shall instead be authorized and entitled to recognize only those record Holders listed on the Claims Register as of the close of business on the Distribution Record Date. The Distribution Record Date shall not apply to the Senior Notes Trustee with respect to beneficial holders of the Senior Notes Claims.

2. Distributions to Beneficial Holders of the Senior Notes Claims.

Notwithstanding any provision of the Plan to the contrary, distributions to beneficial holders of the Senior Notes Claims shall be made to or at the direction of the Senior Notes Trustee, which shall act as disbursing agent for distributions to the beneficial holders of the Senior Notes Claims under the Senior Notes Indenture. The Senior Notes Trustee may transfer or direct the transfer of such distributions directly through the facilities of DTC (whether by means of book-entry exchange, free delivery, or otherwise) and will be entitled to recognize and deal for all purposes under the Plan with beneficial holders of Senior Notes Claims to the extent consistent with the customary practices of DTC. Such distributions shall be subject in all respects to the right of the Senior Notes Trustee to assert its charging lien under the Senior Notes Indenture against such distributions. All distributions to be made to beneficial holders of Senior Notes Claims shall be eligible to be distributed through the facilities of DTC and as provided for under the Senior Notes Indenture.

3. Delivery of Distributions in General.

(a) Payments and Distributions on Disputed Claims.

Distributions made after the Effective Date to Holders of Disputed Claims that are not Allowed Claims as of the Effective Date but which later become Allowed Claims shall, in the reasonable discretion of the Plan Administrator, be deemed to have been made by the Plan Administrator on the Effective Date unless the Plan Administrator and the Holder of such Claim agree otherwise.

(b) Special Rules for Distributions to Holders of Disputed Claims.

Notwithstanding any provision otherwise in the Plan and except as may be agreed to by, as applicable, the Debtors or the Plan Administrator, as applicable, on the one hand, and the Holder of a Disputed Claim, on the other hand, no partial payments and no partial distributions shall be made with respect to any Disputed Claim, other than with respect to Professional Fee Claims, until all Disputed Claims held by the Holder of such Disputed Claim have become Allowed Claims or have otherwise been resolved by settlement or Final Order.

(c) Distributions.

On and after the Effective Date, the Debtors or the Plan Administrator, as applicable, shall make the distributions required to be made on account of Allowed Claims under the Plan. Any distribution that is not made on the Initial Distribution Date or on any other date specified in the Plan because the Claim that would have been entitled to receive that distribution is not an Allowed Claim on such date, shall be held by the Plan Administrator in reserve by the Plan Administrator in accordance with the Plan, as applicable, and distributed on the next Subsequent Distribution Date that occurs after such Claim is Allowed. Subject to Article VI.E hereof, no interest shall accrue or be paid on the unpaid amount of any distribution paid pursuant to the Plan.

4. Minimum; De Minimis Distributions.

No Cash payment of less than \$50, in the reasonable discretion of the Plan Administrator, shall be made to a Holder of an Allowed Claim or Allowed Interest on account of such Allowed Claim or Allowed Interest.

5. Undeliverable Distributions and Unclaimed Property.

In the event that any distribution to any Holder is returned as undeliverable, no distribution to such Holder shall be made unless and until the Plan Administrator has determined the then current address of such Holder, at which time such distribution shall be made to such Holder without interest; *provided* that such distributions shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of six months from the date the distribution is made. After such date, all unclaimed property or interests in property shall revert (notwithstanding any applicable federal or state escheat, abandoned, or unclaimed property laws to the contrary) to the Plan Administrator, automatically and without need for a further order by the Bankruptcy Court and the Claim of any Holder to such property or interest in property shall be released, settled, compromised, and forever barred.

6. Manner of Payment Pursuant to the Plan.

Any payment in Cash to be made pursuant to the Plan shall be made at the election of the Plan Administrator by check or by wire transfer, at the sole and exclusive discretion of the Plan Administrator.

D. Compliance with Tax Requirements/Allocations.

In connection with the Plan, to the extent applicable, the Plan Administrator shall request distributees to provide appropriate documentation that may be required for an exemption from withholding or reporting, and shall comply with all tax withholding and reporting requirements imposed on it by any Governmental Unit, and all distributions pursuant hereto shall be subject to such withholding and reporting requirements unless an exception applies. Notwithstanding any provision in the Plan to the contrary, the Plan Administrator shall be authorized to

take all actions necessary or appropriate to comply with such withholding and reporting requirements, including liquidating a portion of the distribution to be made under the Plan to generate sufficient funds to pay applicable withholding taxes, withholding distributions pending receipt of information necessary to facilitate such distributions, or establishing any other mechanisms it believes is reasonable and appropriate. The Plan Administrator reserves the right to allocate all distributions made under the Plan in compliance with all applicable wage garnishments, alimony, child support, and other spousal awards, liens, and encumbrances. All Persons holding Claims shall be required to provide any information necessary to effect information reporting and the withholding of such taxes. Notwithstanding any other provision of the Plan to the contrary, each Holder of an Allowed Claim shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding, and other tax obligations, on account of such distribution.

E. Allocation of Plan Distributions Between Principal and Interest.

Distributions in respect of Allowed Claims shall be allocated first to the principal amount of such Claims (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claims, to any portion of such Claims for accrued but unpaid interest as Allowed therein.

F. Setoffs and Recoupment.

Except as otherwise expressly provided herein, the Debtors or the Post-Effective Date Debtor, may, but shall not be required to, setoff against or recoup from any Claims of any nature whatsoever that the Debtors or the Post-Effective Date Debtor may have against the claimant, but neither the failure to do so nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtors or the Post-Effective Date Debtor of any such Claim it may have against the Holder of such Claim.

G. Claims Paid or Payable by Third Parties.

1. Claims Paid by Third Parties.

The Plan Administrator shall reduce in full a Claim, and such Claim shall be disallowed without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court, to the extent that the Holder of such Claim receives payment in full on account of such Claim from a party that is not a Debtor. Subject to the last sentence of this paragraph, to the extent a Holder of a Claim receives a distribution on account of such Claim and receives payment from a party that is not a Debtor on account of such Claim, such Holder shall, within 14 days of receipt thereof, repay or return the distribution to the Plan Administrator to the extent the Holder's total recovery on account of such Claim from the third party and under the Plan exceeds the amount of such Claim as of the date of any such distribution under the Plan. The failure of such Holder to timely repay or return such distribution shall result in the Holder owing the Plan Administrator annualized interest at the Federal Judgment Rate on such amount owed for each Business Day after the 14-day grace period specified above until the amount is repaid.

2. Claims Payable by Insurance, Third Parties.

No distributions under the Plan shall be made on account of an Allowed Claim that is payable pursuant to one of the Debtors' insurance policies, surety agreements, other non-Debtor payment agreements, or collateral held by a third party, until the Holder of such Allowed Claim has exhausted all remedies with respect to such insurance policy, surety agreement, other non-Debtor payment agreement, or collateral, as applicable. To the extent that one or more of the Debtors' insurers, sureties, or non-Debtor payors pays or satisfies in full or in part a Claim (if and to the extent adjudicated by a court of competent jurisdiction), or such collateral or proceeds from such collateral is used to satisfy such Claim, then immediately upon such payment, the applicable portion of such Claim shall be expunged without a Claim objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

3. Applicability of Insurance Policies.

Notwithstanding anything to the contrary in the Plan or Confirmation and Sale Order, Confirmation and Consummation of the Plan shall not limit or affect the rights of any third-party beneficiary or other covered party of any of the Debtor's insurance policies with respect to such policies, including the D&O Policies.

H. Infeasible Distributions.

Any and all distributions made under the Plan shall be infeasible and not subject to clawback.

I. Exemption from Securities Laws.

The issuance of and the distribution under the Plan of the HoldCo Equity to Holders of Allowed Senior Notes Secured Claims (but not the issuance of HoldCo Equity to Knight Hawk as described in the Transaction Agreement) shall be exempt from registration under the Securities Act and any other applicable securities laws pursuant to section 1145 of the Bankruptcy Code. These Securities may be resold without registration under the Securities Act or other federal securities laws pursuant to the exemptions provided by sections 1145(b)(1) and 1145(c) of the Bankruptcy Code, unless the holder is an "underwriter" with respect to such Securities, as that term is defined in section 1145(b) of the Bankruptcy Code, or an "affiliate" of HoldCo within the meaning of Rule 144 under the Securities Act and section 4(a)(2) of the Securities Act. In addition, such section 1145 exempt Securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states. The issuance of HoldCo Equity to Knight Hawk pursuant to the Transaction Agreement is expected to be exempt from registration under the Securities Act and any other applicable securities laws as a private placement by HoldCo under section 4(a)(2) of the Securities Act or any other applicable exemptions.

ARTICLE VII THE PLAN ADMINISTRATOR

A. The Plan Administrator.

The powers of the Plan Administrator shall include any and all powers and authority to implement the Plan and to administer and distribute the Distribution Reserve Accounts and wind down the businesses and affairs of the Debtors and the Post-Effective Date Debtor, including: (1) liquidating, receiving, holding, and investing, supervising, and protecting the Post-Effective Date Debtor Assets; (2) taking all steps to execute all instruments and documents necessary to effectuate the distributions to be made under the Plan from the Distribution Reserve Accounts; (3) making distributions from the Distribution Reserve Accounts as contemplated under the Plan; (4) establishing and maintaining bank accounts in the name of the Post-Effective Date Debtor; (5) subject to the terms set forth herein, employing, retaining, terminating, or replacing professionals to represent it with respect to its responsibilities or otherwise effectuating the Plan to the extent necessary; (6) paying all reasonable fees, expenses, debts, charges, and liabilities of the Post-Effective Date Debtor; (7) administering and paying taxes of the Post-Effective Date Debtor, including filing tax returns; (8) representing the interests of the Post-Effective Date Debtor or the Estates before any taxing authority in all matters, including any action, suit, proceeding or audit; and (9) exercising such other powers as may be vested in it pursuant to order of the Bankruptcy Court or pursuant to the Plan, or as it reasonably deems to be necessary and proper to carry out the provisions of the Plan.

The Plan Administrator may resign at any time upon 30 days' written notice delivered to the Bankruptcy Court; *provided* that such resignation shall only become effective upon the appointment of a permanent or interim successor Plan Administrator. Upon its appointment, the successor Plan Administrator, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor and all responsibilities of the predecessor Plan Administrator relating to the Post-Effective Date Debtor shall be terminated.

1. Plan Administrator Rights and Powers.

The Plan Administrator shall retain and have all the rights, powers and duties necessary to carry out his or her responsibilities under this Plan, and as otherwise provided in the Confirmation and Sale Order. The Plan Administrator shall be the exclusive trustee of the Post-Effective Date Debtor Assets for the purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estates appointed pursuant to Bankruptcy Code § 1123(b)(3)(B).

2. Retention of Professionals.

The Plan Administrator shall have the right to retain the services of attorneys, accountants, and other professionals that, in the discretion of the Plan Administrator, are necessary to assist the Plan Administrator in the performance of his or her duties. The reasonable fees and expenses of such professionals shall be paid by the Post-Effective Date Debtor from the Wind-Down Reserve upon the monthly submission of statements to the Plan Administrator. The payment of the reasonable fees and expenses of the Plan Administrator's retained professionals shall be made in the ordinary course of business from the Wind-Down Reserve and shall not be subject to the approval of the Bankruptcy Court.

3. Compensation of the Plan Administrator

The Plan Administrator's compensation, on a Post-Effective Date basis, shall be as described in the Plan Supplement and paid out of the Wind-Down Reserve.

4. Plan Administrator Expenses.

All costs, expenses and obligations incurred by the Plan Administrator in administering this Plan, the Post-Effective Date Debtor, or in any manner connected, incidental or related thereto, in effecting distributions from the Post-Effective Date Debtor thereunder (including the reimbursement of reasonable expenses) shall be a charge against the Post-Effective Date Debtor Assets remaining from time to time in the hands of the Plan Administrator. Such expenses shall be paid from the Wind-Down Reserve and paid as they are incurred without the need for Bankruptcy Court approval.

5. Plan Administrator Oversight.

Notwithstanding anything to the contrary contained herein, the Plan Administrator shall consult with the Required Supporting Senior Noteholders with regard to the settlement of any Administrative Claim, Priority Claim, or Other Secured Claim.

B. Wind-Down.

On and after the Effective Date, the Plan Administrator will be authorized to implement the Plan and any applicable orders of the Bankruptcy Court, and the Plan Administrator shall have the power and authority to take any action necessary to wind down and dissolve the Debtors' Estates.

As soon as practicable after the Effective Date, the Plan Administrator shall: (1) cause the Debtors and the Post-Effective Date Debtor, as applicable, to comply with, and abide by, the terms of the Transaction Agreement and any other documents contemplated thereby; (2) file for each of the Debtors, except the Post-Effective Date Debtor, a certificate of dissolution or equivalent document, together with all other necessary corporate and company documents, to effect the dissolution of the Debtors under the applicable laws of their state of incorporation or formation (as applicable), including, but not limited to, any actions contemplated in Sections 275–283 of the DGCL; and (3) take such other actions as the Plan Administrator may determine to be necessary or desirable to carry out the purposes of the Plan. For purposes of clause (2) of the preceding sentence, the Plan shall constitute a plan of distribution as contemplated in the DGCL. The certificate of dissolution or equivalent document may be executed by the Plan Administrator without need for any action or approval by the shareholders or Board of Directors of any Debtor. From and after the Effective Date, except with respect to the Post-Effective Date Debtor as set forth herein, the Debtors (4) for all purposes shall be deemed to have withdrawn their business operations from any state in which

the Debtors were previously conducting, or are registered or licensed to conduct, their business operations, and shall not be required to file any document, pay any sum, or take any other action in order to effectuate such withdrawal, (5) shall be deemed to have cancelled pursuant to this Plan all Interests, and (6) shall not be liable in any manner to any taxing authority for franchise, business, license, or similar taxes accruing on or after the Effective Date. For the avoidance of doubt, (7) notwithstanding the Debtors' dissolution, the Debtors shall be deemed to remain intact solely with respect to the preparation, filing, review, and resolution of applications for Professional Fee Claims.

The filing of the final monthly report (for the month in which the Effective Date occurs) and all subsequent quarterly reports shall be the responsibility of the Plan Administrator.

C. Exculpation; Indemnification; Insurance; Liability Limitation.

The Plan Administrator, all professionals retained by the Plan Administrator, each in their capacities as such, shall be deemed exculpated and indemnified, except for fraud, willful misconduct, or gross negligence, in all respects by the Post-Effective Date Debtor. The Plan Administrator may obtain, at the expense of the Post-Effective Date Debtor and with funds from the Wind-Down Reserve, commercially reasonable liability or other appropriate insurance with respect to the indemnification obligations of the Post-Effective Date Debtor. The Plan Administrator may rely upon written information previously generated by the Debtors.

For the avoidance of doubt, notwithstanding anything to the contrary contained herein, the Plan Administrator in its capacity as such, shall have no liability whatsoever to any party for the liabilities and/or obligations, however created, whether direct or indirect, in tort, contract, or otherwise, of the Debtors.

D. Tax Returns.

After the Effective Date, the Plan Administrator shall complete and file all final or otherwise required federal, state, and local tax returns for each of the Debtors, and, pursuant to section 505(b) of the Bankruptcy Code, may request an expedited determination of any unpaid tax liability of such Debtor or its Estate for any tax incurred during the administration of such Debtor's Chapter 11 Case, as determined under applicable tax laws.

E. Dissolution of the Post-Effective Date Debtor.

Upon a certification to be Filed with the Bankruptcy Court by the Plan Administrator of all distributions having been made and completion of all its duties under the Plan and entry of a final decree closing the last of the Chapter 11 Cases, the Post-Effective Date Debtor shall be deemed to be dissolved without any further action by the Post-Effective Date Debtor, including the filing of any documents with the secretary of state for the state in which the Post-Effective Date Debtor is formed or any other jurisdiction. The Plan Administrator, however, shall have authority to take all necessary actions to dissolve the Post-Effective Date Debtor in and withdraw the Post-Effective Date Debtor from applicable state(s).

ARTICLE VIII RESERVES ADMINISTERED BY THE PLAN ADMINISTRATOR

A. Establishment of Reserve Accounts.

The Plan Administrator shall establish each of the Distribution Reserve Accounts (which may be affected by either establishing a segregated account or establishing book entry accounts, in the sole discretion of the Plan Administrator).

B. Undeliverable Distribution Reserve.

1. Deposits.

If a Distribution to any Holder of an Allowed Claim is returned to the Plan Administrator as undeliverable or is otherwise unclaimed, such Distribution shall be deposited in a segregated, interest-bearing account, designated

as an “Undeliverable Distribution Reserve,” for the benefit of such Holder until such time as such Distribution becomes deliverable, is claimed or is deemed to have been forfeited in accordance with Article I.A.2 of this Plan.

2. Forfeiture.

Any Holder of an Allowed Claim that does not assert a Claim pursuant to this Plan for an Undeliverable or Unclaimed Distribution within three months after the first Distribution is made to such Holder shall be deemed to have forfeited its claim for such Undeliverable or Unclaimed Distribution and shall be forever barred and enjoined from asserting any such claim for the Undeliverable or Unclaimed Distribution against any Debtor, any Estate, the Plan Administrator, the Post-Effective Date Debtor, or their respective properties or assets. In such cases, any Cash or other property held by the Post-Effective Date Debtor in the Undeliverable Distribution Reserve for distribution on account of such claims for Undeliverable or Unclaimed Distributions, including the interest that has accrued on such Undeliverable or Unclaimed Distribution while in the Undeliverable Distribution Reserve, shall become the property of the Post-Effective Date Debtor, notwithstanding any federal or state escheat laws to the contrary, and shall promptly be transferred to the General Account to be distributed according to the priority set forth in Article VIII.G without any further action or order of the Court; *provided* that any Undeliverable or Unclaimed Distribution on account of an Allowed General Unsecured Claim shall be transferred to the GUC Reserve.

3. Disclaimer.

The Plan Administrator and his or her respective agents and attorneys are under no duty to take any action to either (i) attempt to locate any Claim Holder, or (ii) obtain an executed Internal Revenue Service Form W-9 from any Claim Holder; *provided* that in his or her sole discretion, the Plan Administrator may periodically publish notice of Unclaimed Distributions.

4. Distribution from Reserve.

Within fifteen (15) Business Days after the Holder of an Allowed Claim satisfies the requirements of this Plan, such that the distribution(s) attributable to its Claim is no longer an Undeliverable or Unclaimed Distribution (provided that satisfaction occurs within the time limits set forth in Article I.A.2 of this Plan), the Plan Administrator shall distribute out of the Undeliverable Distribution Reserve the amount of the Undeliverable or Unclaimed Distribution attributable to such Claim, including the interest that has accrued on such Undeliverable or Unclaimed Distribution while in the Undeliverable Distribution Reserve, to the General Account.

C. *Priority Claims Reserve.*

On the Effective Date, the Plan Administrator shall establish the Priority Claims Reserve by depositing Cash in the amount of the Priority Claims Reserve Amount into the Priority Claims Reserve. The Priority Claims Reserve Amount shall be used to pay Allowed Priority Claims. If all or any portion of a Priority Claim shall become a Disallowed Claim, then the amount on deposit in the Priority Claims Reserve attributable to such surplus or such Disallowed Claim, including the interest that has accrued on said amount while on deposit in the Priority Claims Reserve, shall remain in the Priority Claims Reserve to the extent that the Plan Administrator determines necessary to ensure that the Cash remaining in the Priority Claims Reserve is sufficient to ensure that all Allowed Priority Claims will be paid in accordance with the Plan, and shall otherwise promptly be transferred to the General Account to be distributed in accordance with the Plan without any further action or order of the Court. Any amounts remaining in the Priority Claims Reserve after payment of all Allowed Priority Claims shall promptly be transferred to the General Account and shall be distributed according to the priority set forth in Article VIII.G without any further action or order of the Court.

D. *Wind-Down Reserve.*

On the Effective Date, the Plan Administrator shall establish the Wind-Down Reserve by depositing Cash in the amount of the Wind-Down Amount into the Wind-Down Reserve. The Wind-Down Reserve shall be used by the Plan Administrator solely to satisfy the expenses of the Post-Effective Date Debtor and the Plan Administrator as set forth in the Plan and the Wind-Down Budget; *provided* that all costs and expenses associated with the winding

up of the Post-Effective Date Debtor and the storage of records and documents shall constitute expenses of the Post-Effective Date Debtor and shall be paid from the Wind-Down Reserve. In no event shall the Plan Administrator be required or permitted to use its personal funds or assets for such purposes. Any amounts remaining in the Wind-Down Reserve after payment of all expenses of the Post-Effective Date Debtor and the Plan Administrator shall promptly be transferred to the General Account and shall be distributed according to the priority set forth in Article VIII.G without any further action or order of the Court.

E. Other Secured Claim Reserve.

On the Effective Date, the Plan Administrator shall establish the Other Secured Claims Reserve by depositing Cash in the amount of the Other Secured Claims Reserve Amount into the Other Secured Claims Reserve. The Other Secured Claims Reserve Amount shall be used to pay Allowed Other Secured Claims. If all or any portion of an Other Secured Claim shall become a Disallowed Claim, then the amount on deposit in the Other Secured Claims Reserve attributable to such surplus or such Disallowed Claim, including the interest that has accrued on said amount while on deposit in the Other Secured Claims Reserve, shall remain in the Other Secured Claims Reserve to the extent that the Plan Administrator determines necessary to ensure that the Cash remaining in the Other Secured Claims Reserve is sufficient to ensure that all Allowed Other Secured Claims will be paid in accordance with the Plan, and shall otherwise promptly be transferred to the General Account to be distributed in accordance with the Plan without any further action or order of the Court. Any amounts remaining in the Other Secured Claims Reserve after satisfaction of all Allowed Other Secured Claims shall promptly be transferred to the General Account and shall be distributed according to the priority set forth in Article VIII.G without any further action or order of the Court.

F. GUC Reserve.

On the Effective Date, the Plan Administrator shall establish and thereafter maintain the GUC Reserve in a separate, segregated account by depositing the GUC Distribution Proceeds into the GUC Reserve. The GUC Distribution Proceeds shall be used to pay Allowed General Unsecured Claims on a *pro rata* basis. If all or any portion of a General Unsecured Claim shall become a Disallowed Claim, then the amount on deposit in the GUC Reserve attributable to such surplus or such Disallowed Claim, including the interest that has accrued on said amount while on deposit in the GUC Reserve, shall remain in the GUC Reserve and be distributed to holders of Allowed General Unsecured Claims in accordance with the Plan.

Notwithstanding anything to the contrary herein, neither the Plan Administrator, the Post-Effective Date Debtor nor any other party in interest shall be obligated to fund the GUC Reserve in an aggregate amount in excess of the GUC Distribution Proceeds.

G. Distribution Proceeds/Priority Waterfall.

The Plan Administrator shall deliver to the Senior Note Trustee on a periodic basis all Remaining Collateral Proceeds available for distribution from time to time to the Holders of Allowed Senior Notes Secured Claims pursuant to Article III.B.3 hereof, with any balance constituting GUC Distribution Proceeds. All Remaining Available Asset Proceeds shall be allocated and paid to the applicable holders of Claims until paid in full from time to time in the following priority (in each case on a *pro rata* basis): (i) *first*, on account of any Adequate Protection Claims remaining after taking into account any distributions received on account thereof pursuant to Article III.B.3 or the preceding sentence (the “Remaining Adequate Protection Claims”); and (ii) and *second*, on account of any Allowed General Unsecured Claims (including any Senior Notes Deficiency Claims).

H. The General Account and Distribution Reserve Account Adjustments.

Beginning on the first anniversary of the Effective Date or at such other times as the Plan Administrator shall determine as appropriate, and thereafter, on each anniversary of the Effective Date, the Plan Administrator shall determine the amount of Cash required to adequately maintain each of the Distribution Reserve Accounts (other than the GUC Reserve). Other than with respect to amounts held in the GUC Reserve, if after making and giving effect to any determination referred to in the immediately preceding sentence, the Plan Administrator determines that any Distribution Reserve Account (i) contains Cash in an amount in excess of the amount then

required to adequately maintain such Distribution Reserve Account, then at any such time the Plan Administrator shall transfer such surplus Cash to the General Account to be used or distributed according to the priority set forth in this Article VIIIH, or (ii) does not contain Cash in an amount sufficient to adequately maintain such Distribution Reserve Account (other than the GUC Reserve), then at any such time the Plan Administrator shall transfer Cash from the General Account, to the extent Cash is available in the General Account until the deficit in such Distribution Reserve Account is eliminated. Any funds in the General Account not needed to eliminate a Distribution Reserve Account deficit shall be allocated and paid in the following priority (in each case on a *pro rata* basis): (x) *first*, to each Holder of a Remaining Adequate Protection Claim until such Claim is paid in full; (y) *second*, to the extent such funds constitute Remaining Collateral Proceeds, to each Holder of an Allowed Senior Notes Secured Claim until such Allowed Senior Notes Secured Claim is paid in full; and (z) *third*, to each Holder of an Allowed General Unsecured Claim.

ARTICLE IX PROCEDURES FOR RESOLVING CONTINGENT, UNLIQUIDATED, AND DISPUTED CLAIMS

A. Allowance of Claims and Interests.

Prior to the Effective Date, the Debtors, and on and after the Effective Date, the Plan Administrator, shall have and shall retain any and all rights and defenses that the Debtors had with respect to any Claim immediately before the Effective Date. After the Effective Date, the Plan Administrator and, to the extent that any Claim or Interest constitutes a Transferred Asset, NewCo shall have and retain any and all rights and defenses that the applicable Debtor had with respect to any Claim or any Interest immediately before the Effective Date. Except as expressly provided in the Plan or in any order entered in the Chapter 11 Cases before the Effective Date (including the Confirmation and Sale Order), no Claim shall become an Allowed Claim unless and until such Claim is deemed Allowed under the Plan or the Bankruptcy Code or the Bankruptcy Court has entered a Final Order, including the Confirmation and Sale Order (when it becomes a Final Order), in the Chapter 11 Cases allowing such Claim.

B. Claims and Interests Administration Responsibilities.

Except as otherwise specifically provided in the Plan and notwithstanding any requirements that may be imposed pursuant to Bankruptcy Rule 9019, on and after the Effective Date, the Plan Administrator by order of the Bankruptcy Court, shall have the sole authority, in consultation with the Required Supporting Senior Noteholders with regard to all Claims: (1) to File, withdraw, or litigate to judgment objections to Claims; (2) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

C. Estimation of Claims and Interests.

As of the Effective Date, the Plan Administrator or the Post-Effective Date Debtors, as applicable, may (but is not required to), at any time, request that the Bankruptcy Court estimate any Claim or Interest pursuant to applicable law, including pursuant to section 502(c) of the Bankruptcy Code and/or Bankruptcy Rule 3012, for any reason, regardless of whether any party previously has objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any such Claim, including during the litigation of any objection to any Claim or during the pendency of any appeal relating to such objection. Notwithstanding any provision otherwise in the Plan, a Claim that has been expunged from the Claims Register, but that either is subject to appeal or has not been the subject of a Final Order, shall be deemed to be estimated at zero dollars, unless otherwise ordered by the Bankruptcy Court. In the event that the Bankruptcy Court estimates any Claim, that estimated amount shall constitute a maximum limitation on such Claim for all purposes under the Plan (including for purposes of distributions) and may be used as evidence in any supplemental proceedings, and the Plan Administrator may elect to pursue any supplemental proceedings to object to any ultimate distribution on such Claim. Notwithstanding section 502(j) of the Bankruptcy Code, in no event shall any Holder of a Claim that has been estimated pursuant to section 502(c) of the Bankruptcy Code or otherwise be entitled to seek reconsideration of such estimation unless such Holder has Filed a motion requesting the right to seek such reconsideration on or before seven (7) days after the date on which such Claim is estimated. Each of the foregoing Claims and objection,

estimation, and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn, or resolved by any mechanism approved by the Bankruptcy Court.

D. Adjustment to Claims or Interests without Objection.

Any Claim or Interest that has been paid or satisfied, or any Claim or Interest that has been amended or superseded, may be adjusted or expunged on the Claims Register by the Plan Administrator without a Claims objection having to be Filed and without any further notice to or action, order, or approval of the Bankruptcy Court.

E. Time to File Objections to Claims.

Any objections to Claims shall be Filed on or before the Claims Objection Bar Date, as such may be extended pursuant to the terms of the Plan.

F. Disallowance of Claims.

Other than with respect to Claims Allowed under the Plan, to the maximum extent provided by section 502(d) of the Bankruptcy Code, any Claims held by Entities from which property is recoverable under section 542, 543, 550, or 553 of the Bankruptcy Code or that is a transferee of a transfer avoidable under section 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a) of the Bankruptcy Code, shall be deemed Disallowed pursuant to section 502(d) of the Bankruptcy Code, and Holders of such Claims may not receive any distributions on account of such Claims until such time as such Causes of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Debtors by that Entity have been turned over or paid to the Debtors or the Plan Administrator. All Proofs of Claim Filed on account of an indemnification obligation to a director, officer, or employee shall be deemed satisfied and expunged from the Claims Register as of the Effective Date to the extent such indemnification obligation is assumed (or honored or reaffirmed, as the case may be) pursuant to the Plan, without any further notice to or action, order, or approval of the Bankruptcy Court.

G. Amendments to Claims.

On or after the Effective Date, except as provided in the Plan or the Confirmation and Sale Order, a Claim or Interest may not be Filed or amended without the prior authorization of the Debtors or the Plan Administrator, as applicable, and any such new or amended Claim or Interest Filed shall be deemed disallowed in full and expunged without any further action.

H. No Distributions Pending Allowance.

If an objection to a Claim or Interest or portion thereof is Filed as set forth in Article IX of the Plan, or if such Claim or Interest is scheduled as Disputed, no payment or distribution provided under the Plan shall be made on account of such Claim or Interest or portion thereof unless and until such Disputed Claim or Disputed Interest becomes an Allowed Claim or Allowed Interest.

I. Distributions After Allowance.

To the extent that a Disputed Claim or Disputed Interest ultimately becomes an Allowed Claim or Allowed Interest, distributions (if any) shall be made to the Holder of such Allowed Claim or Allowed Interest in accordance with the provisions of the Plan. As soon as practicable after the date that the order or judgment of the Bankruptcy Court allowing any Disputed Claim or Disputed Interest becomes a Final Order, the Plan Administrator shall provide to the Holder of such Claim or Interest the distribution (if any) to which such Holder is entitled under the Plan as of the Effective Date, less any previous distribution (if any) that was made on account of the undisputed portion of such Claim or Interest, without any interest, dividends, or accruals to be paid on account of such Claim or Interest unless required under applicable bankruptcy law or as otherwise provided in Article III.B of the Plan.

J. Single Satisfaction of Claims

Holders of Allowed Claims may assert such Claims against the Debtors obligated with respect to such Claims, and such Claims shall be entitled to share in the recovery provided for the applicable Class of Claims against the Debtors based upon the full Allowed amount of such Claims. Notwithstanding the foregoing, in no case shall the aggregate value of all property received or retained under the Plan on account of any Allowed Claim exceed 100 percent of the underlying Allowed Claim plus applicable interest, if any.

**ARTICLE X
SETTLEMENT, RELEASE, INJUNCTION, AND RELATED PROVISIONS**

A. Settlement, Compromise, and Release of Claims and Interests.

Pursuant to section 1123 of the Bankruptcy Code and Bankruptcy Rule 9019 and in consideration for the distributions and other benefits provided pursuant to the Plan, the provisions of the Plan shall constitute a good-faith compromise and settlement of all Claims, Interests, and controversies relating to the contractual, legal, and subordination rights that a Holder of a Claim or Interest may have with respect to any Allowed Claim or Interest, or any distribution to be made on account of such Allowed Claim or Interest. The entry of the Confirmation and Sale Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all such Claims, Interests, and controversies, as well as a finding by the Bankruptcy Court that such compromise or settlement is in the best interests of the Debtors, their Estates, and Holders of Claims and Interests and is fair, equitable, and reasonable. In accordance with the provisions of the Plan, pursuant to Bankruptcy Rule 9019, without any further notice to or action, order, or approval of the Bankruptcy Court, after the Effective Date, the Plan Administrator may compromise and settle Claims against, and Interests in, the Debtors and their Estates and Causes of Action against other Entities.

B. Release of Liens.

Except as otherwise specifically provided in the Plan, the Transaction Agreement or in any contract, instrument, release, or other agreement or document created pursuant to the Plan, on the Effective Date and concurrently with the applicable distributions made pursuant to the Plan and the Transaction Agreement, all mortgages, deeds of trust, Liens, pledges, or other security interests against any property of the Estates shall be fully released, settled, compromised, and discharged, and all of the right, title, and interest of any Holder of such mortgages, deeds of trust, Liens, pledges, or other security interests shall revert to the Debtors and their successors and assigns, in each case, without any further approval or order of the Bankruptcy Court and without any action or Filing being required to be made by the Debtors. In addition, the Senior Notes Trustee shall execute and deliver all documents reasonably requested by the Debtors or Plan Administrator to evidence the release of such mortgages, deeds of trust, Liens, pledges, and other security interests and shall authorize the Debtors to file UCC-3 termination statements (to the extent applicable) with respect thereto.

C. Releases by the Debtors.

Pursuant to section 1123(b) of the Bankruptcy Code, and except as otherwise specifically provided in the Plan, for good and valuable consideration, including the service of the Released Parties in facilitating the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, effective as of the Effective Date, the Debtors, the Post-Effective Date Debtor, and any Person seeking to exercise the rights of the Estates, including any successor to the Debtors or any estate representative appointed or selected pursuant to section 1123(b)(3) of the Bankruptcy Code shall be deemed to forever release, waive, and discharge the Released Parties of any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of the Debtors, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity or otherwise, whether for tort, contract, violations of federal or state securities laws or otherwise, including those that any of the Debtors, the Post-Effective Date Debtor, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any claim or Interest, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the conduct of the Debtors' businesses,

the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Post-Effective Date Debtor, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any of the Debtors and any Released Party, the restructuring of claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Support Agreement, the Transaction Agreement, Plan, the Plan Supplement, the Disclosure Statement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, or occurrence relating to the foregoing taking place on or before the Effective Date of the Plan.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity: (1) arising under the Plan, the Transaction Agreement, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or (2) expressly set forth in and preserved by the Plan, the Plan Supplement, or related documents.

Entry of the Confirmation and Sale Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the Debtor Release, which includes by reference each of the related provisions and definitions contained herein, *and further*, shall constitute the Bankruptcy Court's finding that the Debtor Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released by the Debtor Release; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable and reasonable; (5) given and made after reasonable investigation by the Debtors and after notice and opportunity for hearing; and (6) a bar to any of the Debtors asserting any claim released by the Debtor Release against any of the Released Parties.

D. Releases by Holders of Claims and Interests.

Except as otherwise specifically provided in the Plan, for good and valuable consideration, including the service of the Released Parties in facilitating the expeditious reorganization of the Debtors and the implementation of the restructuring contemplated by the Plan, effective as of the Effective Date, the Releasing Parties (regardless of whether a Releasing Party is a Released Party) shall be deemed to forever release, waive, and discharge the Released Parties of any and all claims, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, including any derivative claims asserted on behalf of a Debtor, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, contingent or fixed, existing or hereafter arising, in law, at equity, or otherwise, whether for tort, contract, violations of federal or state securities laws or otherwise, including those that any of the Debtors, the Estates, or their Affiliates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Estates, the conduct of the Debtors' businesses, the Chapter 11 Cases, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any of the Debtors and any Released Party, the restructuring of Claims and Interests prior to or in the Chapter 11 Cases, the negotiation, formulation, or preparation of the Restructuring Support Agreement, the Transaction Agreement, Plan, the Plan Supplement, the Disclosure Statement, or related agreements, instruments, or other documents, or upon any other act or omission, transaction, or occurrence relating to the foregoing taking place on or before the Effective Date.

Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party or Entity under the Plan, the Transaction Agreement, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Entry of the Confirmation and Sale Order shall constitute the Bankruptcy Court's approval,

pursuant to Bankruptcy Rule 9019, of the Third-Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, shall constitute the Bankruptcy Court's finding that the Third-Party Release is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released by the Releasing Parties; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable and reasonable; (5) given and made after notice and opportunity for hearing; and (6) a bar to any of the Releasing Parties asserting any Claim released by the Third-Party Release against any of the Released Parties.

E. Exculpation.

Upon and effective as of the Effective Date, the Debtors and their directors, officers, employees, attorneys, investment bankers, financial advisors, restructuring consultants, and other professional advisors and agents will be deemed to have solicited acceptances of the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, including section 1125(e) of the Bankruptcy Code.

Except with respect to any acts or omissions expressly set forth in and preserved by the Plan, the Plan Supplement, the Transaction Agreement or related documents, the Exculpated Parties shall neither have nor incur any liability to any Entity for any prepetition or postpetition act taken or omitted to be taken in connection with, or arising from or relating in any way to, the Chapter 11 Cases, including the operation of the Debtors' businesses during the pendency of these Chapter 11 Cases; formulating, negotiating, preparing, disseminating, implementing, and/or effecting the Restructuring Support Agreement, the Transaction Agreement, the Disclosure Statement, and the Plan (including the Plan Supplement and any related contract, instrument, release, or other agreement or document created or entered into in connection therewith); the solicitation of votes for the Plan and the pursuit of Confirmation and Consummation of the Plan; the administration of the Plan and/or the property to be distributed under the Plan; and/or any other prepetition or postpetition act taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors. In all respects, each Exculpated Party shall be entitled to rely upon the advice of counsel concerning his, her, or its respective duties under, pursuant to, or in connection with the Plan.

Notwithstanding anything herein to the contrary, nothing in the foregoing "Exculpation" shall exculpate any Person or Entity from any liability resulting from any act or omission constituting fraud, willful misconduct, gross negligence, criminal conduct, malpractice, misuse of confidential information that causes damages, or ultra vires acts as determined by a Final Order.

F. Injunction.

Except as otherwise provided in the Plan or the Confirmation and Sale Order, all Entities who have held, hold, or may hold Claims, Interests, Causes of Action, or liabilities that: (1) are subject to compromise and settlement pursuant to the terms of the Plan; (2) have been released pursuant to the Plan; (3) are subject to exculpation pursuant to the Plan; or (4) are otherwise stayed or terminated pursuant to the terms of the Plan, are permanently enjoined and precluded, from and after the Effective Date, from: (A) commencing or continuing in any manner any action or other proceeding of any kind, including on account of any Claims, Interests, Causes of Actions, or liabilities that have been compromised or settled against the Debtors, the Post-Effective Date Debtor, or any Entity so released or exculpated (or the property or estate of any Entity, directly or indirectly, so released or exculpated) on account of or in connection with or with respect to any released, settled, compromised, or exculpated Claims, equity Interests, Causes of Action, or liabilities; (B) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against the Debtors, the Post-Effective Date Debtor, or any Entity so released or exculpated (or the property or estate of the Debtors or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, equity Interests, Causes of Action, or liabilities; (C) creating, perfecting, or enforcing any lien, claim, or encumbrance of any kind against the Debtors, the Post-Effective Date Debtor, or any Entity so released or exculpated (or the property or estate of the Debtors or any Entity so released or exculpated) on account of or in connection with or with

respect to any such released, settled, compromised, or exculpated Claims, equity Interests, Causes of Action, or liabilities; (D) asserting any right of setoff or subrogation of any kind against any obligation due from the Debtors or any Entity so released or exculpated (or the property or estate of the Debtors or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, equity Interests, Causes of Action, or liabilities unless such Entity has timely asserted such setoff or subrogation right prior to confirmation in a document Filed with the Bankruptcy Court explicitly preserving such setoff or subrogation; and (e) commencing or continuing in any manner any action or other proceeding of any kind against the Debtors, the Post-Effective Date Debtor, or any Entity so released or exculpated (or the property or estate of the Debtors or any Entity so released or exculpated) on account of or in connection with or with respect to any such released, settled, compromised, or exculpated Claims, equity Interests, Causes of Action, or liabilities released, settled, or compromised pursuant to the Plan; *provided* that nothing contained in the Plan shall preclude an Entity from obtaining benefits directly and expressly provided to such Entity pursuant to the terms of the Plan; *provided further* that nothing contained in the Plan shall be construed to prevent any Entity from defending against Claims, objections, or collection actions whether be asserting a right of setoff or otherwise to the extent permitted by law.

G. Recoupment.

In no event shall any Holder of Claims or Interests be entitled to recoup any Claim against any claim, right, or Cause of Action of the Debtors, unless such Holder actually has performed such recoupment and provided notice thereof in writing to the Debtors on or before the Confirmation Date, notwithstanding any indication in any Proof of Claim or otherwise that such Holder asserts, has, or intends to preserve any right of recoupment.

H. Subordination Rights.

Any distributions under the Plan to Holders shall be received and retained free from any obligations to hold or transfer the same to any other Holder and shall not be subject to levy, garnishment, attachment, or other legal process by any Holder by reason of claimed contractual subordination rights. Any such subordination rights shall be waived, and the Confirmation and Sale Order shall constitute an injunction enjoining any Entity from enforcing or attempting to enforce any contractual, legal, or equitable subordination rights to property distributed under the Plan, in each case other than as provided in the Plan.

I. Reimbursement or Contribution.

If the Bankruptcy Court disallows a Claim for reimbursement or contribution of an Entity pursuant to section 502(e)(1)(B) of the Bankruptcy Code, then to the extent that such Claim is contingent as of the time of allowance or disallowance, such Claim shall be forever disallowed and expunged notwithstanding section 502(j) of the Bankruptcy Code, unless before the Confirmation Date: (1) such Claim has been adjudicated as non-contingent or (2) the relevant Holder of a Claim has Filed a non-contingent Proof of Claim on account of such Claim and a Final Order has been entered before the Confirmation Date determining such Claim as no longer contingent.

ARTICLE XI CONDITIONS PRECEDENT TO CONFIRMATION AND THE EFFECTIVE DATE

A. Conditions Precedent to Confirmation.

It shall be a condition to Confirmation of the Plan that the following conditions shall have been satisfied or waived pursuant to the provisions of the Plan: (1) the Bankruptcy Court shall have entered the Confirmation and Sale Order; and (2) the Transaction Agreement shall not have been terminated in accordance with its terms.

B. Conditions Precedent to the Effective Date.

It shall be a condition to Consummation that the following conditions shall have been satisfied or waived pursuant to the provisions of the Plan:

1. the Bankruptcy Court shall have entered the Confirmation and Sale Order; *provided* that in accordance with Bankruptcy Rules 3020(e), 6004(h), and 6006(d) (and notwithstanding any other provision of the Bankruptcy Code or the Bankruptcy Rules), the Confirmation and Sale Order shall not be stayed and shall be effective immediately upon its entry;

2. the Sale Transaction shall have closed or shall close substantially contemporaneously with the Effective Date, and all conditions precedent to closing as set forth in the Transaction Agreement shall have been satisfied or waived in accordance with the terms thereof;

3. any account(s) necessary to administer the Remaining Collateral and the Remaining Available Assets shall have been established, and any Cash proceeds of such Remaining Collateral and Remaining available Assets deposited therein;

4. the Other Secured Claims Reserve shall have been established and funded;

5. the Priority Claims Reserve shall have been established and funded;

6. the GUC Reserve shall have been established;

7. NewCo and the Debtors, as determined by the Transaction Agreement, have cured all monetary defaults arising under the Royalty Agreements in full in Cash;

8. the Restructuring Support Agreement and the Transaction Agreement shall not have been terminated and remains in full force and effect and binding;

9. the Debtors have obtained all authorizations, consents, regulatory approvals, rulings, or documents that are necessary to implement and effectuate the Plan and each of the other transaction contemplated by the Restructuring;

10. all allowed Professional Fee Claims approved by the Bankruptcy Court shall have been paid in full or amounts sufficient to pay all Professional Fee Claims that become Allowed after the Effective Date, shall have been placed in the Professional Fee Escrow pending approval of the Professional Fee Claims by the Bankruptcy Court; and

11. all fees and expenses of the Senior Notes Trustee and the Supporting Senior Noteholders payable pursuant to the Cash Collateral Order shall have been paid in full.

On the Effective Date, the Plan shall be deemed substantially consummated under sections 1101 and 1127(b) of the Bankruptcy Code.

C. Waiver of Conditions.

The conditions to Consummation of the Plan set forth in Article XI.B hereof may be waived by the Debtors; *provided* that the condition set forth in Article XI.B.7 may not be waived without the consent of Thoroughbred; and *provided further* that the conditions set forth in Article XI.B.1, Article XI.B.2, Article XI.B.8, Article XI.B.9, and Article XI.B.11 may not be waived without the consent of the Required Supporting Senior Noteholders and Knight Hawk.

D. Substantial Consummation.

“Substantial Consummation” of the Plan, as defined in 11 U.S.C. § 1101(2), shall be deemed to occur on the Effective Date.

E. Effect of Non-Occurrence of Conditions to the Effective Date.

If the Effective Date does not occur, the Plan shall be null and void in all respects and nothing contained in the Plan or the Disclosure Statement shall: (1) constitute a waiver or release of any Claims by or Claims against or Interests in the Debtors; (2) prejudice in any manner the rights of the Debtors, the Debtors' Estates, any Holders, or any other Entity; or (3) constitute an admission, acknowledgment, offer, or undertaking by the Debtors, the Debtors' Estates, any Holders, or any other Entity in any respect.

**ARTICLE XII
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

A. Modification and Amendments.

Subject to the limitations contained in the Plan, the Restructuring Support Agreement, and the Transaction Agreement, the Debtors, with the consent (not to be unreasonably withheld) of the Required Supporting Senior Noteholders and Knight Hawk, reserve the right to modify the Plan as to material terms and seek Confirmation consistent with the Bankruptcy Code and, as appropriate, not resolicit votes on such modified Plan. Subject to certain restrictions and requirements set forth in section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019 and those restrictions on modifications set forth in the Plan, the Restructuring Support Agreement, and the Transaction Agreement, the Debtors, with the consent (not to be unreasonably withheld) of the Required Supporting Senior Noteholders and Knight Hawk, expressly reserve their rights to alter, amend, or modify materially the Plan with respect to the Debtors, one or more times, after Confirmation, and, to the extent necessary, may initiate proceedings in the Bankruptcy Court to so alter, amend, or modify the Plan, or remedy any defect or omission, or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation and Sale Order, in such matters as may be necessary to carry out the purposes and intent of the Plan. Any such modification or supplement shall be considered a modification of the Plan and shall be made in accordance with XII hereof.

B. Effect of Confirmation on Modifications.

Entry of a Confirmation and Sale Order shall mean that all modifications or amendments to the Plan occurring after the solicitation thereof and before the Confirmation Date are approved pursuant to section 1127(a) of the Bankruptcy Code and do not require additional disclosure or resolicitation under Bankruptcy Rule 3019.

C. Revocation or Withdrawal of the Plan.

Subject to the terms of the Restructuring Support Agreement and the Transaction Agreement, the Debtors reserve the right to revoke or withdraw the Plan, including the right to revoke or withdraw the Plan for any Debtor or all Debtors, prior to the Confirmation Date. If the Debtors revoke or withdraw the Plan with respect to any Debtor, or if Confirmation or Consummation does not occur with respect to any Debtor, then: (1) the Plan with respect to such Debtor shall be null and void in all respects; (2) any settlement or compromise embodied in the Plan with respect to such Debtor (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), assumption or rejection of Executory Contracts or Unexpired Leases effected by the Plan with respect to such Debtor, and any document or agreement executed pursuant to the Plan with respect to such Debtor, shall be deemed null and void; and (3) nothing contained in the Plan with respect to such Debtor shall: (a) constitute a waiver or release of any Claims or Interests; (b) prejudice in any manner the rights of the Debtors, the Debtors' Estates, or any other Entity; or (c) constitute an admission, acknowledgment, offer, or undertaking of any sort by the Debtors, the Debtors' Estates, or any other Entity.

**ARTICLE XIII
RETENTION OF JURISDICTION**

Notwithstanding the entry of the Confirmation and Sale Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over the Chapter 11 Cases and all matters, arising out of, or related to, the Chapter 11 Cases and the Plan, including jurisdiction to:

1. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority, Secured or unsecured status, or amount of any Claim or Interest, including the resolution of any request for payment of any Administrative Claim and the resolution of any and all objections to the Secured or unsecured status, priority, amount, or allowance of Claims or Interests;
2. Decide and resolve all matters related to the granting and denying, in whole or in part, any applications for allowance of compensation or reimbursement of expenses to Professionals authorized pursuant to the Bankruptcy Code or the Plan;
3. Resolve any matters related to: (a) the assumption, assumption and assignment, or rejection of any Executory Contract or Unexpired Lease to which a Debtor is party or with respect to which a Debtor may be liable in any manner and to hear, determine, and, if necessary, liquidate, any Claims arising therefrom, including Claims related to the rejection of an Executory Contract or Unexpired Lease, Cure Costs pursuant to section 365 of the Bankruptcy Code, or any other matter related to such Executory Contract or Unexpired Lease; (b) any potential contractual obligation under any Executory Contract or Unexpired Lease that is assumed and/or assigned; (c) the Debtors amending, modifying, or supplementing, after the Effective Date, pursuant to Article V of the Plan, any Executory Contracts or Unexpired Leases to the Schedule of Assumed Executory Contracts or Unexpired Leases or otherwise; and (d) any dispute regarding whether a contract or lease is or was executory or expired;
4. Ensure that distributions to Holders of Allowed Claims and Allowed Interests are accomplished pursuant to the provisions of the Plan;
5. Adjudicate, decide, or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any applications involving a Debtor that may be pending on the Effective Date;
6. Adjudicate, decide, or resolve any and all matters related to Causes of Action;
7. Adjudicate, decide, or resolve any and all matters related to section 1141 of the Bankruptcy Code;
8. Enter and implement such orders as may be necessary or appropriate to execute, implement, or consummate the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;
9. Enter and enforce any order for the sale of property pursuant to sections 363, 1123, or 1146(a) of the Bankruptcy Code;
10. Resolve any cases, controversies, suits, disputes, or Causes of Action that may arise in connection with the Consummation, interpretation, or enforcement of the Plan or any Entity's obligations incurred in connection with the Plan;
11. Issue injunctions, enter and implement other orders, or take such other actions as may be necessary or appropriate to restrain interference by any Entity with Consummation or enforcement of the Plan;
12. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the settlements, compromises, releases, injunctions, exculpations, and other provisions contained in Article X of the Plan and enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;
13. Resolve any cases, controversies, suits, disputes, or Causes of Action with respect to the repayment or return of distributions and the recovery of additional amounts owed by the Holder of a Claim or Interest for amounts not timely repaid pursuant to Article VI.C.1 of the Plan;
14. Enter and implement such orders as are necessary or appropriate if the Confirmation and Sale Order is for any reason modified, stayed, reversed, revoked, or vacated;

15. Determine any other matters that may arise in connection with or relate to the Plan, the Transaction Agreement, the Disclosure Statement, the Confirmation and Sale Order, or any contract, instrument, release, indenture, or other agreement or document created in connection with the Plan or the Disclosure Statement;
16. Adjudicate any and all disputes arising from or relating to distributions under the Plan or any transactions contemplated therein;
17. Consider any modifications of the Plan, to cure any defect or omission, or to reconcile any inconsistency in any Bankruptcy Court order, including the Confirmation and Sale Order;
18. Determine requests for the payment of Claims and Interests entitled to priority pursuant to section 507 of the Bankruptcy Code;
19. Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
20. Hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of the Plan, or the Confirmation and Sale Order, including disputes arising under agreements, documents, or instruments executed in connection with the Plan;
21. Hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;
22. Hear and determine matters concerning section 1145 of the Bankruptcy Code;
23. Hear and determine all disputes involving the existence, nature, or scope of the Debtors' release, including any dispute relating to any liability arising out of the termination of employment or the termination of any employee or retiree benefit program, regardless of whether such termination occurred before or after the Effective Date;
24. Enforce all orders previously entered by the Bankruptcy Court;
25. To resolve any disputes arising under the Transaction Agreement or other documents related to the Sale Transaction;
26. Hear any other matter not inconsistent with the Bankruptcy Code;
27. Enter an order concluding or closing the Chapter 11 Cases; and
28. Enforce the injunction, release, and exculpation provisions set forth in Article X of the Plan.

ARTICLE XIV MISCELLANEOUS PROVISIONS

A. *Immediate Binding Effect.*

Subject to Article IX of the Plan and notwithstanding Bankruptcy Rules 3020(e), 6004(h), or 7062 or otherwise, upon the occurrence of the Effective Date, the Plan and the Plan Supplement shall be immediately effective and enforceable and deemed binding upon the Debtors, any and all Holders of Claims or Interests (irrespective of whether the Holders of such Claims or Interests accepted or rejected the Plan), all Entities that are parties to or are subject to the settlements, compromises, releases, and injunction described in the Plan, each Entity acquiring property under the Plan, and any and all non-Debtor parties to Executory Contracts and Unexpired Leases with the Debtors. All Claims and debts shall be as fixed, adjusted, or compromised, as applicable, pursuant to the Plan regardless of whether any Holder of a Claim or debt has voted on the Plan.

B. Additional Documents.

On or before the Effective Date, the Debtors may File with the Bankruptcy Court such agreements and other documents as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan. The Debtors, all Holders of Claims or Interests receiving distributions pursuant to the Plan, and all other parties in interest shall, from time to time, prepare, execute, and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan.

C. Payment of Statutory Fees.

All fees payable pursuant to section 1930(a) of the Judicial Code shall be paid by the Debtors for each quarter (including any fraction thereof) until the Chapter 11 Cases are converted, dismissed, or closed, whichever occurs first.

D. Dissolution of Statutory Committees.

On the Effective Date, any statutory committee appointed in the Chapter 11 Cases (including the Committee) shall dissolve and members thereof shall be released and discharged from all rights and duties from or related to the Chapter 11 Cases on the Effective Date; *provided* that the Committee shall be deemed to remain in existence solely with respect to, and shall not be heard on any issue except, applications filed by the Committee pursuant to sections 330 and 331 of the Bankruptcy Code. The Debtors, the Post-Effective Date Debtor, and the Plan Administrator shall no longer be responsible for paying any fees or expenses incurred by the members of or advisors to the Committee after the Effective Date.

E. Reservation of Rights.

The Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation and Sale Order. Neither the Plan, any statement or provision contained in the Plan, nor any action taken or not taken by the Debtors or any Debtor with respect to the Plan, the Disclosure Statement, the Confirmation and Sale Order, or the Plan Supplement shall be or shall be deemed to be an admission or waiver of any rights of the Debtors or any Debtor with respect to the Holders of Claims or Interests prior to the Effective Date.

F. Successors and Assigns.

The rights, benefits, and obligations of any Entity named or referred to in the Plan or the Confirmation and Sale Order shall be binding on, and shall inure to the benefit of any heir, executor, administrator, successor, or assign, Affiliate, officer, director, manager, trustee, agent, representative, attorney, beneficiaries, or guardian, if any, of each Entity.

G. Service of Documents.

Any pleading, notice, or other document required by the Plan to be served on or delivered to the Debtors shall be served on:

1. the Debtors:

Armstrong Energy, Inc.
7733 Forsyth Boulevard, Suite 1625
St. Louis, Missouri 63105
Attention: Eric Waller
Email address: ewaller@armstrongcoal.com

with copies to:

Kirkland & Ellis LLP
300 North LaSalle Street
Chicago, IL 60654
Attention: Ross Kwasteniet, Will Guerrieri, and Travis Bayer
Email addresses: rkwesteniet@kirkland.com; wguerrieri@kirkland.com;
travis.bayer@kirkland.com

and

Armstrong Teasdale LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105
Attention: Richard W. Engel, Jr.
Email address: rengel@armstrongteasdale.com

2. the Senior Noteholders:

Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019
Attention: Brian S. Hermann, Elizabeth R. McColm, and Adam M. Denhoff
Email addresses: bhermann@paulweiss.com; emccolm@paulweiss.com;
adenhoff@paulweiss.com

and

Carmody MacDonald P.C.
120 S. Central Avenue
Suite 1800
St. Louis, Missouri 63105
Attention: Christopher J. Lawhorn
Email address: cjl@carmodymacdonald.com

3. the Committee:

Morrison & Foerster LLP
250 West 55th Street
New York, New York 10019
Attention: Lorenzo Marinuzzi, Jennifer L. Marines, and Daniel J. Harris
Email addresses: lmarinuzzi@mofo.com; jmarines@mofo.com; dharris@mofo.com

and

Affinity Law Group, LLC
1610 Des Peres Road, Suite 100
St. Louis, Missouri 63131
Attention: J. Talbot Sant, Jr.
Email address: tsant@affinitylawgrp.com

4. Knight Hawk:

Jackson Kelly PLLC
221 N.W. Fifth Street
Evansville, Indiana 47708
Attention: Charles A. Compton

Email address: charles.compton@jacksonkelly.com

5. RRPB:

Thompson & Knight LLP
1722 Routh Street, Suite 1500
Dallas, Texas 75201
Attention: Ann Marie Cowdrey and David M. Bennett
Email addresses: AnnMarie.Cowdrey@tklaw.com; David.Bennett@tklaw.com

6. Thoroughbred:

Thoroughbred Resources, L.P.
3033 East First Avenue
Suite 837
Denver, CO 80206
Attention: Aaron Bowlds
Email address: abowlds@thoroughbredlp.com

with copies to:

Willkie Farr & Gallagher LLP
787 Seventh Avenue
New York, NY 10019
Attention: Matthew A. Feldman and Debra C. McElligott
Email addresses: mfeldman@willkie.com; dmcelligott@willkie.com

After the Effective Date, the Debtors have authority to send a notice to Entities that to continue to receive documents pursuant to Bankruptcy Rule 2002, such Entity must file a renewed request to receive documents pursuant to Bankruptcy Rule 2002. After the Effective Date, the Debtors are authorized to limit the list of Entities receiving documents pursuant to Bankruptcy Rule 2002 to those Entities who have Filed such renewed requests.

H. Enforcement of Confirmation and Sale Order.

On and after the Effective Date, the Debtors, the Post-Effective Date Debtors, the Plan Administrator, HoldCo, and NewCo, as applicable, shall be entitled to enforce the terms of the Confirmation and Sale Order and the Plan.

I. Term of Injunctions or Stays.

Unless otherwise provided in the Plan or in the Confirmation and Sale Order, all injunctions or stays in effect in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code or any order of the Bankruptcy Court, and extant on the Confirmation Date (excluding any injunctions or stays contained in the Plan or the Confirmation and Sale Order) shall remain in full force and effect until the Effective Date. All injunctions or stays contained in the Plan or the Confirmation and Sale Order (including the injunction set forth in Article X.F of this Plan) shall remain in full force and effect in accordance with their terms.

J. Entire Agreement.

Except as otherwise indicated, the Plan, the Confirmation and Sale Order, the Transaction Agreement, and the Plan Supplement supersede all previous and contemporaneous negotiations, promises, covenants, agreements, understandings, and representations on such subjects, all of which have become merged and integrated into the Plan.

K. Exhibits.

All exhibits and documents included in the Plan Supplement are incorporated into and are a part of the Plan as if set forth in full in the Plan. After the exhibits and documents are Filed, copies of such exhibits and documents shall be available upon written request to the Debtors' counsel at the address above or by downloading such exhibits and documents from the Debtors' restructuring website at <http://www.donlinrecano.com/armstrong> or the Bankruptcy Court's website at www.moeb.uscourts.gov.

L. Nonseverability of Plan Provisions.

If, prior to Confirmation, any term or provision of the Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court shall not alter or interpret such term or provision to make it valid or enforceable, *provided* that at the request of the Debtors (in their sole discretion), the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such terms or provision shall then be applicable as altered or interpreted, *provided further* that any such alteration or interpretation shall be acceptable to the Debtors. The Confirmation and Sale Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is: (1) valid and enforceable pursuant to its terms; (2) integral to the Plan and may not be deleted or modified without the consent of the Debtors; and (3) nonseverable and mutually dependent.

M. Votes Solicited in Good Faith.

Upon entry of the Confirmation and Sale Order, the Debtors will be deemed to have solicited votes on the Plan in good faith and in compliance with the Bankruptcy Code, and pursuant to section 1125(e) of the Bankruptcy Code, the Debtors and each of their respective Affiliates, agents, representatives, members, principals, shareholders, officers, directors, employees, advisors, and attorneys will be deemed to have participated in good faith and in compliance with the Bankruptcy Code in the offer, issuance, sale, and purchase of Securities offered and sold under the Plan and any previous plan, and, therefore, neither any of such parties or individuals will have any liability for the violation of any applicable law, rule, or regulation governing the solicitation of votes on the Plan or the offer, issuance, sale, or purchase of the Securities offered and sold under the Plan and any previous plan.

N. Waiver.

Each Holder of a Claim or an Interest shall be deemed to have waived any right to assert any argument, including the right to argue that its Claim or Interest should be Allowed in a certain amount, in a certain priority, Secured or not subordinated by virtue of an agreement made with the Debtors or their counsel, or any other Entity, if such agreement was not disclosed in the Plan, the Disclosure Statement, or papers Filed with the Bankruptcy Court before the Confirmation Date.

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Respectfully submitted, as of the date first set forth above,

Dated: December 21, 2017

Armstrong Energy, Inc.

By: /s/ Alan Boyko
Name: Alan Boyko
Title: Chief Restructuring Officer

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Exhibit B

Liquidation Analysis

ARMSTRONG ENERGY, INC., et al
Appendix B: Hypothetical Liquidation Analysis
Projected as of February 23, 2018

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Exhibit 1 Summary of Debtors' Liquidation Analysis

ARMSTRONG ENERGY, INC., *et al.*

Hypothetical Liquidation Analysis

1. INTRODUCTION

Section 1129(a)(7) of the Bankruptcy Code requires that each holder of an impaired allowed claim or interest either (a) accepts the plan of reorganization, or (b) receives or retains under the plan, as of the effective date of the plan, value that is not less than the value such holder would receive or retain if the applicable debtor were liquidated under chapter 7 of the Bankruptcy Code on the effective date. This is often referred to as the “Best Interests Test.”

The management of ARMSTRONG ENERGY, INC. (the “Company”) and its subsidiaries (together, “Armstrong,” or the “Debtors” when referring to only those entities which are currently debtors under chapter 11 of the Bankruptcy Code) believes that the Debtors’ plan of reorganization (the “Plan”) satisfies the Best Interests Test, and that the holders of allowed claims and equity interests in each impaired class will receive at least as much under the Plan as they would if the Debtors were liquidated under chapter 7 of the Bankruptcy Code.

To demonstrate that the Plan satisfies the Best Interests Test, the Debtors present the following hypothetical liquidation analysis (the “Liquidation Analysis”), based on certain assumptions discussed herein. The Liquidation Analysis was prepared by FTI Consulting, Inc. (“FTI”), one of the Debtors’ professionals, with the assistance of and based on information provided by the Debtors’ management and other professionals retained by the Debtors. Capitalized terms not defined herein shall have the meanings ascribed to them in the Disclosure Statement, to which this analysis is attached as **Exhibit B**, or in the Plan.

Underlying this Liquidation Analysis are a number of estimates and assumptions that are inherently subject to significant economic, competitive, and operational uncertainties and contingencies beyond the control of the Debtors. The Debtors believe that this Liquidation Analysis and the conclusions set forth herein are fair and accurate, and represent the best judgment of FTI and the Debtors’ management with regard to the results of a hypothetical chapter 7 liquidation of the Debtors.

This Liquidation Analysis was prepared for the sole purpose of providing a reasonable good-faith estimate of the proceeds that would be generated if the Debtors were liquidated in accordance with chapter 7 of the Bankruptcy Code, and it is not intended and should not be used for any other purpose. The underlying financial information in this Liquidation Analysis was not compiled or examined by any independent accountants.

NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OF THE ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN, OR A TRUSTEE’S ABILITY TO ACHIEVE FORECASTED RESULTS. IN THE EVENT THAT THESE CHAPTER 11 CASES ARE CONVERTED TO A CHAPTER 7 LIQUIDATION, ACTUAL RESULTS COULD VARY

MATERIALLY FROM THE ESTIMATES AND PROJECTIONS SET FORTH IN THIS LIQUIDATION ANALYSIS.

The Liquidation Analysis assumes a hypothetical conversion of the Debtors' Chapter 11 Cases to a chapter 7 liquidation on February 23, 2018 (the "Liquidation Date"). Subject to certain pro forma adjustments as set forth herein, the balance sheets of each of the Debtors as of September 30, 2017 are used as reasonable proxies for their respective hypothetical balance sheets as of the Liquidation Date. The results of the Liquidation Analysis are summarized and attached hereto in **Appendix 1**.

The Liquidation Analysis assumes a shutdown of operations following a conversion to chapter 7 and that no Debtor assets would be sold as going concern businesses. This assumption is made because of the Debtors' management's assessment that, in the wake of chapter 7 conversions and consequent disruption and attrition, the likelihood that the Debtors or substantial business units of the Debtors can continue operations and do so in a manner that yields material positive incremental cash flow is low. Further, this assumption considers that the Debtors' businesses are managed and run by mine complex-based business units across legal entities and localities, and certain business functions, such as sales and marketing, engineering, finance, legal, and human resources are shared across business units. These factors increase the complexity of selling business units as going concerns, as well as the difficulty of obtaining additional financing for such a sale process.

This Liquidation Analysis sets forth the estimated values that might be obtained upon disposition of assets pursuant to hypothetical chapter 7 liquidation, as an alternative to continued operation of the business as proposed under the Plan. Accordingly, values discussed herein are different from amounts referred to in the Plan, which illustrates the value of the Debtors' business as a going concern.

The liquidation of all of the Debtors' assets is assumed to occur following the conversion. For purposes of the Liquidation Analysis, lower case and higher case estimates were made based on two scenarios for the liquidation:

The lower case scenario assumes forced liquidation values ("FLV"), wherein the Debtors are compelled by circumstances to sell their assets with a sense of immediacy. In this scenario, substantially all assets are assumed to be sold by the chapter 7 trustee within a 90-day period. Following the primary liquidation phase, an additional 12-month period is assumed to be required for the administrative completion of the chapter 7 case; and

The higher case scenario assumes orderly liquidation values ("OLV"), wherein circumstance enable a chapter 7 trustee a reasonable period of time to manage a process

to prepare, market, and sell assets. In this scenario, substantially all assets are assumed to be sold by the chapter 7 trustee within a 180-day period. Following the primary liquidation phase, an additional 12-month period is assumed to be required for the administrative completion of the chapter 7 case

In both scenarios, a source of funding (whether from use of cash collateral or from third-party financing) is assumed. The higher case scenario requires additional resources from debtor and assumed professionals over a longer period in order to realize greater asset values, compared to the lower case scenario. The likelihood of obtaining sufficient funding to conduct the liquidation process assumed in the either scenario is highly speculative.

In preparing this Liquidation Analysis, the Debtors estimated Allowed Claims based upon a review of claims listed on the Debtors' September 30, 2017 balance sheet and pro forma adjustments between September 30, 2017 and November 1, 2017 (the "Filing Date"). In addition, this Liquidation Analysis includes estimates for certain costs and claims not currently included on the balance sheet, but which could be asserted and allowed in a chapter 7 liquidation. These costs and Claims include those incurred to manage the chapter 7 liquidation (such as trustee and professional fees, and operational wind-down costs), and additional Administrative Claims. Certain other claims which could be asserted in a chapter 7 liquidation, such as rejection damages claims for contracts which would be assumed in a chapter 11 reorganization, have been estimated based on claims filed to date and/or management's best estimates. To date, the Bankruptcy Court has not estimated or otherwise fixed the total amount of Allowed Claims. For purposes of this Liquidation Analysis, the Debtors' estimates of Allowed Claims are used. Therefore, the Debtors' estimate of Allowed Claims set forth in this Liquidation Analysis should not be relied on for any other purpose, including determining the value of any distribution to be made on account of Allowed Claims and Interests under the Plan.

NOTHING CONTAINED IN THIS LIQUIDATION ANALYSIS IS INTENDED TO BE OR CONSTITUTES A CONCESSION OR ADMISSION OF THE DEBTORS. THE ESTIMATED AMOUNT OF ALLOWED CLAIMS SET FORTH IN THIS LIQUIDATION ANALYSIS SHOULD NOT BE RELIED UPON FOR ANY OTHER PURPOSE, INCLUDING, WITHOUT LIMITATION, ANY DETERMINATION OF THE VALUE OF ANY DISTRIBUTION TO BE MADE ON ACCOUNT OF ALLOWED CLAIMS UNDER THE PLAN. THE ACTUAL AMOUNT OF ALLOWED CLAIMS IN THESE CHAPTER 11 CASES COULD MATERIALLY DIFFER FROM THE ESTIMATED AMOUNTS SET FORTH IN THE LIQUIDATION ANALYSIS.

2. GENERAL APPROACH AND SUMMARY RESULTS

The determination of the costs of and hypothetical proceeds from the liquidation of the Debtors' assets is an uncertain process involving the extensive use of estimates and assumptions that, although considered reasonable by the Debtors, are inherently subject to significant business, economic, and competitive uncertainties and contingencies beyond the control of the Debtors, their management, and their advisors. Inevitably, some assumptions in the Liquidation Analysis would not materialize in an actual chapter 7 liquidation, and unanticipated events and circumstances could affect the ultimate results in an actual chapter 7 liquidation. The Liquidation Analysis was

prepared for the sole purpose of generating a reasonable good-faith estimate of the proceeds that would be generated if the Debtors were liquidated in accordance with chapter 7 of the Bankruptcy Code. As previously noted, the underlying financial information in the Liquidation Analysis was not compiled or examined by any independent accountants.

Estimated liquidation values, both FLV and OLV, of all asset categories were based on management's and its advisors' business judgment and experience to estimate liquidation values.

THIS LIQUIDATION ANALYSIS ASSUMES VALUES BASED ON THE DEBTORS' BUSINESS JUDGMENT. NEITHER THE DEBTORS NOR THEIR ADVISORS MAKE ANY REPRESENTATION OR WARRANTY THAT THE ACTUAL RESULTS WOULD OR WOULD NOT APPROXIMATE THE ESTIMATES AND ASSUMPTIONS REPRESENTED IN THE LIQUIDATION ANALYSIS. ACTUAL RESULTS COULD VARY MATERIALLY.

The Liquidation Analysis assumes that holders of Claims and Interests recover (if at all) according to their relative priority under applicable law. The Liquidation Analysis uses the Debtors' reasonable good-faith estimates of Claims and Interests. The Debtors recognize that a chapter 7 liquidation conversion would trigger additional claims as well; however, the Debtors have not made an effort to estimate all such claims, nor do the Debtors believe inclusion of such additional claims would have a material impact on the conclusions of the Liquidation Analysis.

The proceeds from the hypothetical liquidation of all assets of each Debtor were estimated based on the assumptions discussed below, and then applied to the estimated values of claims against each such Debtor to determine liquidation recovery estimates for each Class of Claims and Interests under the Plan. These liquidation recovery estimates were compared to the estimated recoveries under the Plan. As shown in the table below, for each Class of Claims or Interests, liquidation under chapter 7 of the Bankruptcy Code would yield recoveries that are no better—and, in many cases, worse— than the recoveries available pursuant to the proposed chapter 11 Plan.

Class	Description	Estimated Recovery Under the Plan	Estimated Recovery in Liquidation		
			Low	Mid	High
	Other Secured Claims	100%	100%	100%	100%
	Senior Notes Secured Claim ¹	75%-77%	10%	14%	18%
	Administrative Expense Claims	100%	1%	2%	2%
	Priority Tax Claims	100%	0%	0%	0%
	General Unsecured Claims	0%-1%	0%	0%	0%
	Intercompany Claims	0%	0%	0%	0%
	Intercompany Interests	0%	0%	0%	0%
	Interest in Armstrong	0%	0%	0%	0%
	Section 510(b) Claims	0%	0%	0%	0%

Allowed Senior Notes Claim (approximately \$221.1 million). However, if the estimated Allowed Senior Notes Secured Claim under the Plan (approximately \$157.6 million) were used to calculate recoveries for this Class, the liquidation recovery range is estimated between 14% and 26%.

3. NOTES TO THE LIQUIDATION ANALYSIS

Summary results of the Liquidation Analysis for the Debtors are attached hereto as Exhibit 1. The Liquidation Analysis reflects the estimated proceeds generated from the liquidation of the assets in addition to cash estimated to be held by the Debtors on the Liquidation Date (such proceeds, the “Liquidation Proceeds”) that would be available to a chapter 7 trustee for distribution. The trustee would use the Liquidation Proceeds to satisfy first the costs and expenses of the liquidation, including wind-down costs and trustee fees (such costs, the “Liquidation Costs”), and Secured Claims, Administrative Claims, Priority Claims, including additional claims that are estimated to be triggered by a chapter 7 liquidation. Any remaining net Liquidation Proceeds would then be allocated to Holders of Unsecured Claims and Equity Interests in accordance with the priorities set forth in section 726 of the Bankruptcy Code.

The Liquidation Analysis provides for higher and lower recovery percentages for Claims and Interests upon the trustee’s application of the Liquidation Proceeds. The higher and lower recovery ranges reflect higher and lower ranges of estimated Liquidation Proceeds from the trustee’s sale of the Debtors’ assets and the costs of conducting the liquidation and administering the chapter 7 case, based largely upon differences in the time allotted for monetization of assets, described previously.

1. *Book Values*

- Unless otherwise stated, the book values used in the Liquidation Analysis are the unaudited net book values¹ of the Debtors as of September 30, 2017. These book values, in combination with pro forma adjustments, are assumed to be representative of the Debtors’ assets as of the hypothetical Liquidation Date.
- The book values have not been subject to any review, compilation or audit by an independent accounting firm.

2. *Cash and Equivalents*

- The liquidation value for the Debtors is based on a forecasted balance of cash and equivalents as of February 23, 2018, which takes into account the projected use of cash between September 30, 2017 and the hypothetical Liquidation Date less cash that will be needed to fund an escrow for the professional fee carve out upon conversion.
- The Liquidation Analysis assumes that the Debtors’ operations during the liquidation period would not generate additional cash available for distribution except for proceeds from the disposition of non-cash assets.
- The liquidation value for Cash and Equivalents for all entities holding cash is estimated to be 100% of the projected net book value as of the Liquidation Date.

¹ The individual balances presented herein as “unaudited” balances as of September 30, 2017 are not audited on a stand-alone basis; however, such individual amounts agree to the Company's general ledger and accounting records underlying the audited financial statements.

3. *Accounts Receivable*

- The analysis of accounts receivable assumes that a chapter 7 trustee would retain certain existing staff to handle an aggressive collection effort for outstanding trade accounts receivable for the entities undergoing liquidation.
- Collectible accounts receivable value for the Debtors is based on a forecasted balance as of the hypothetical Liquidation Date, which takes into account the projected collections and new receivables incurred between September 30, 2017 and the hypothetical Liquidation Date.
- For purposes of the Liquidation Analysis, the liquidation values of accounts receivable were estimated to range from 60% to 90% of the net book values.

4. *Coal Inventory*

- The Debtors' coal inventories are composed of raw and processed coal located at various mining complexes, preparation plants, and trans-loading facilities. This analysis assumes that raw coal inventories as of the Liquidation Date would be cleaned and processed following the conversion, and would then be saleable at the same values as processed coal, less incremental processing costs.
- Revenues from the liquidation of coal inventory would be reduced by the payment of extraction taxes and royalties.
- Coal inventory value for the Debtors is based on a forecasted balance as of the hypothetical Liquidation Date, which takes into account new production, and sales that occur between September 30, 2017 and the hypothetical Liquidation Date.
- A small group of employees will remain on post conversion during which it is assumed that all remaining coal inventory would be processed and liquidated. Accordingly, it is being estimated that the recovery rate on coal inventory will be between 80% and 100%.

5. *Diesel Inventory*

- Diesel inventory consist of the net book value of diesel inventory.
- Diesel inventory assets are assumed to generate no proceeds in a liquidation scenario because the fuel is assumed to be consumed as part of the wind-down of the Company's assets.

6. *Parts & Supply Inventory*

- Parts and supply inventory consists of the net book value of parts and supplies which include explosives, tires, steel and other raw materials as well as spare parts and other consumables used in the mining process.

- Parts and supplies used in the mining process tend to be very specialized and may be used to support equipment and machinery specific to Armstrong. As a result, it is estimated that the recovery rate of Parts & Supplies will be between 10% and 20%.

7. *Prepaid Assets (Current Portion)*

- Prepaid assets consist of the net book value of prepayments for insurance, workers compensation, SAP annual fees, board of director's fees and the 2017 restructuring retention bonus.
- The balance is adjusted to account for amortization that will occur between September 30, 2017 and the Filing Date.
- Recouping money for prepaid services is anticipated to present significant challenges. As such, no recovery is estimated for the current portion of prepaid assets.

8. *Other Current Assets*

- Other current assets consist of professional fee retainers and various tax credits.
- In a liquidation scenario, collecting tax credits will be difficult and professional retainer fees are not expected to be recouped. As such, an estimated recovery between 1% and 5% is anticipated.

9. *Net Coal Properties*

- Net coal properties consist of land, mineral rights, mine development, and construction-in-process net of depletion and amortization.
- All of the Company's mineral rights, and a portion of its land assets, were transferred to Thoroughbred Resources in exchange for reimbursement of past due royalty payments. Given that the Company no longer controls the mineral rights, minimal return would be expected for the permits associated with such mineral rights in a liquidation scenario.
- In a liquidation scenario, it is unlikely that the Debtor would recover full net book value of the owned land on its balance sheet. A third-party valuation completed in the first quarter of 2017 placed the fair market value of the land at a discount when compared with net book value. Additionally, the owned land assets are comprised of over 50 parcels of land of varying types of terrain and acreage size. In a liquidation scenario, full recovery of value is unexpected because it would be difficult to recoup the full value of each piece of land. Given the type of assets and market (rural land in Mid-West Kentucky), the most likely scenario would be selling the parcels off in bulk at discounted prices in an auction, multiple brokered deals, or a combination of the two.
- Mine development and construction-in-process are not expected to provide any recoveries in a liquidation scenario.
- Based on the Debtors' best estimates and current market conditions, it is estimated that net coal properties will recover between 4% and 12% of asset value primarily associated with the land assets that are still owned by Armstrong.

10. Net Plant and Equipment

- Net plant and equipment includes asset and accumulated depreciation accounts for fixed assets, including:
 - Buildings and improvements, which include preparation plants, dock facilities, rail facilities and haul roads, as well as leasehold and building improvements; and
 - Machinery and equipment, which primarily consists of mining equipment, power distribution equipment and office equipment.
 - The net book values of assets that are collateral for lessors are excluded from the analysis as these assets are assumed to be returned to the lessor in a liquidation scenario.
- Net plant & equipment is estimated to return between 8% and 16% of asset value:
 - A majority of the stationary items such as prep plants, crushers, etc. are projected to return near zero value as salvage companies would only pay for the assets what it will cost in labor to dismantle and dispose of the asset.
 - The mobile equipment owned by the company varies in age and quality and is assumed to be sold at auction either through third-party auction houses or at the mine site by the trustee. Given the current market conditions and demand for mining equipment today, the Liquidation Analysis assumes the equipment would be sold at levels well below the current net book value of the assets.

11. Investment in Subsidiaries

- Investment in subsidiaries is assumed to generate no proceeds in a liquidation scenario as they are intercompany assets with no cash value.

12. Escrows and Deposits

- Escrows and deposits consist of utility (Kenergy, Kentucky Utilities and Atmos), equipment (Caterpillar), customer (Tennessee Valley Authority), aircraft deposits, and the expected professional fee carve out of \$5.1 million that will be put into an escrow account upon conversion.
- Recouping money from escrows and deposits will be difficult as contracts will be rejected along with many deposit holders having prepetition claims. Additionally, although only allowed professional fees will be paid out of the professional fee carve out, the Liquidation Analysis assumes the full amount put into the carve out account will be used to pay allowed professional fees. As such, the Liquidation Analysis assumes that there will not be any proceeds from the escrows and deposits.

13. Surety and Cash Bonds

- Surety and cash bond asset represents collateral associated with bonds related to mine reclamation and asset retirement obligations.
- In a liquidation scenario, asset retirement obligations are expected to be paid for by surety bonds. The cash collateral provided will be used to pay for accelerated reclamation obligations and will not be returned. As such, no recovery of proceeds is expected.

14. Advance Royalties

- Advance royalties consist of the net book value of payments to lessors for leased mineral rights recoupable against royalties owed on future revenues from the underlying coal.
- The balance is adjusted to account for increases in advanced royalties that are anticipated to occur between September 30, 2017 and the Filing Date.
- In a liquidation scenario there will be no future revenues from the underlying coal presenting significant challenges to recoup advance royalties. As such, no recovery or proceeds are expected.

15. Intangibles

- Intangibles consist of mine plans, surveys and other intangibles along with mine plan amortization.
- Intangibles are non-cash items and are not expected to return any proceeds in a liquidations scenario.

16. Off Book Litigation Asset

- There is currently a outstanding liquidated damages claim with one of the Company's customers that we assume the trustee would pursue recoveries under.
- The claim is estimated at approximately \$1.2 million. In a liquidation scenario it is expected that a recovery of the claim would return 50% to 100% of the claim balance.

17. Unencumbered Collateral Reserves

- The company owns light vehicles, trucks and barges that are subject to a certificate of title which the secured lenders potentially do not have a perfected lien in and could be considered unencumbered collateral for the purposes of this Liquidation Analysis.
- The company holds a small amount of cash in a DACA account that is considered unencumbered collateral for the purposes of this Liquidation Analysis.
- In a liquidation scenario, these assets are not subject to a secured claim and would provide recoveries to unsecured claim holders starting with administrative claims. Recoveries for these assets are expected to return between \$75,000 to \$175,000.

18. Liquidation Costs

- Chapter 7 trustee fees are based on historical experience in other chapter 7 cases and are assumed to be 3% of the asset proceeds, excluding cash and equivalents.
- Chapter 7 professional fees include the cost of attorneys, financial advisors, accountants, and other professionals retained by a chapter 7 trustee or Creditors' Committee. This analysis assumes that professional fees would range from \$1.5 million to \$3 million, based on an estimate of \$500,000 per month during the primary liquidation phase (90 days, 135 days or 180 days in the lower, middle and higher case scenarios, respectively).

- The wind-down costs assume that all employees would be laid off on the Liquidation Date and would be entitled to a priority claim for their accrued PTO benefit. A small group of maintenance workers or contractors would remain employed to shut down the mine, mothball and remove equipment, assist with the liquidation's coal inventory, and prepare the mines and assets for liquidation/sale. A certain level of SG&A staff will need to be retained over the liquidation period to assist the trustee and its advisers to realize the projected liquidation values and assist the trustee to maintain the Company's books and records and ongoing estate affairs. It is assumed that site security along with storage would be needed during the liquidation period. These resources are assumed to diminish over time as the assets are liquidated and disposed of.

19. Claims

- The classes of claims used in the Liquidation Analysis are defined and described in the Plan and Disclosure Statement Documents, and include:
 - Other Secured Claims: Estimated at \$9.5 million and includes mobile equipment capital leases and a land purchase note. The recoveries are estimated to be 100% as the analysis assumes that Armstrong returns the collateral to the secured parties. *The lessors are still entitled to contract rejection damage claims (see General Unsecured Claims).*
 - Senior Notes Secured Claim: \$221 million senior notes including principal and interest. Recovery on this debt is estimated between 10% and 18%.
 - Administrative Claims: This category of claims is estimated to total \$7.1 million and includes post-petition accounts payable, section 503(b)(9) expenses and an amount up to \$1 million for reasonably documented fees and expenses under the expense reimbursement order for Knight Hawk (entitled to super priority administrative status). These claims are estimated to recover 1% to 2% of value in a liquidation scenario as the Administrative Claims will have the highest priority claim for the unencumbered collateral reserves (discussed in note 17).
 - For purposes of this Liquidation Analysis, the Debtors are not accounting for any Adequate Protection Claims by Holders of the Debtors' Senior Secured Notes that may exist as a result of possible diminution in the value of their collateral.
 - Priority Tax Claims: Estimated \$4.3 million of Priority Tax Claims at filing. These claims are not estimated to recover any amounts under liquidation.
 - Other Priority Claims: Approximately \$1.2 million in Other Priority Claims related to employee accrued PTO.
 - General Unsecured Claims: Estimated between \$238 million and \$257 million depending upon the magnitude of the senior notes secured deficiency claims. These claims are not estimated to recover any amounts under liquidation and include:
 - \$26 million related to surety bonds that will be needed to cover accelerated reclamation obligations.
 - \$18 million related to contract rejections/liquidated damages.

- \$12 million of other pre-petition unsecured claims including accounts payable, royalties, and other accruals.
 - \$1.3 million in expected royalty claims for payments due after the conversion date.
 - Senior notes secured deficiency claims are expected to range depending upon the scenario (low, medium or high) from approximately \$180 million to \$199 million after factoring in liquidation recoveries and the shortfall that would occur during the hypothetical liquidation scenario.
 - It is anticipated that additional claims in a yet undetermined amount related to reclamation efforts that will arise during a liquidation scenario.
- Intercompany Claims: Intercompany payables are not estimated to recover any amounts under liquidation.

Appendix 1

Summary of Debtors' Liquidation Analysis

Armstrong Energy, Inc.

Summary of Liquidation Analysis

(\$ in 000's)	Footnotes:	Book Value	Estimated Recovery Rates			Estimated Recovery Values			
			Low	Medium	High	Low	Medium	High	
Liquidation Proceeds:									
Cash and Cash Equivalents	2	\$ 2,316	100%	100%	100%	\$ 2,316	\$ 2,316	\$ 2,316	
Accounts Receivable	3	11,729	60%	75%	90%	7,038	8,797	10,556	
Coal Inventory	4	4,987	80%	90%	100%	3,990	4,488	4,987	
Fuel Inventory	5	116	0%	0%	0%	-	-	-	
Parts & Supply Inventory	6	8,014	10%	15%	20%	801	1,202	1,603	
Prepaid Assets	7	3,353	0%	0%	0%	-	-	-	
Other Current Assets	8	1,659	1%	3%	5%	17	50	83	
Net Coal Properties	9	142,525	4%	8%	12%	5,701	11,402	17,103	
Net Plant & Equipment	10	65,473	8%	12%	16%	5,238	7,857	10,476	
Investments in Subsidiaries	11	2,794	0%	0%	0%	-	-	-	
Escrows & Deposits	12	13,730	0%	0%	0%	-	-	-	
Surety & Cash Bonds	13	6,002	0%	0%	0%	-	-	-	
Advance Royalties	14	1,661	0%	0%	0%	-	-	-	
Intangibles	15	39	0%	0%	0%	-	-	-	
Off Book Litigation Asset	16	1,158	50%	75%	100%	579	868	1,158	
Total Assets/Gross Proceeds		\$ 264,398	10%	14%	18%	\$ 25,679	\$ 36,980	\$ 48,282	
<i>Unencumbered Collateral Reserves</i>	17					75	125	175	
Liquidation Costs:									
Trustee Fees	18					(701)	(1,040)	(1,379)	
Professional Fees	18					(1,500)	(2,250)	(3,000)	
Wind-down Costs	18					(1,507)	(2,193)	(2,879)	
Total Liquidation Costs						\$ (3,708)	\$ (5,483)	\$ (7,258)	
Net Liquidation Proceeds						\$ 21,971	\$ 31,498	\$ 41,024	
			Estimated Claims	Estimated Recovery Rates			Estimated Recovery Values		
Estimated Claims and Recoveries:				Low	Medium	High	Low	Medium	High
Estimated Claims: ¹	19								
<i>Other Secured Claims</i>						Collateral Returned to Satisfy Claims - Entitled to Contract Rejection Damage Claims			
VFE Claims		9,520	100%	100%	100%				
Land Purchase Notes		24	100%	100%	100%				
Total Other Secured Claims		\$ 9,543	100%	100%	100%	N/A	N/A	N/A	
<i>Senior Notes Secured Claims</i> ²		221,149	10%	14%	18%	21,896	31,373	40,849	
<i>Administrative Expense Claims</i>		7,050	1%	2%	2%	75	125	175	
<i>Priority Tax Claims</i>		4,109	0%	0%	0%	-	-	-	
<i>Other Priority Claims</i>		1,200	0%	0%	0%	-	-	-	
<i>General Unsecured Claims</i>		238,155 - 257,108	0%	0%	0%	-	-	-	
<i>Intercompany Claims</i>		N/A	0%	0%	0%	-	-	-	
<i>Intercompany Interests</i>		-	0%	0%	0%	-	-	-	
<i>Interests in Armstrong</i>		-	0%	0%	0%	-	-	-	
<i>Section 510(b) Claims</i>		-	0%	0%	0%	-	-	-	
Total Claims and Recoveries ³		\$ 300,907				\$ 21,971	\$ 31,498	\$ 41,024	

1. For purposes of the liquidation analysis, the Debtors are not accounting for any Adequate Protection Claims by Holders of the Debtors' Senior Secured Notes that may exist as a result of possible diminution in their collateral.

2. For purposes of calculating recoveries, the Liquidation Analysis assumes that the Senior Notes Secured Claim is equal to the full Allowed Senior Notes Claim (approximately \$221.1 million). However, if the estimated Allowed Senior Notes Secured Claim under the Plan (approximately \$157.6 million) were used to calculate recoveries for this Class, the liquidation recovery range is estimated between 14% and 26%.

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3. For illustrative purposes, the Senior Notes Deficiency Claim is included in the estimated amounts for both the Senior Notes Secured Claim (see preceding footnote) and General Unsecured Claims. However, to avoid double counting the Senior Notes Deficiency Claim, it is only included once in the estimate of Total Claims and Recoveries. The estimated Senior Notes Deficiency Claim is expected to range from \$179.7 million to \$198.7 million under the Liquidation Analysis.

Exhibit C

Financial Projections

FINANCIAL PROJECTIONS

As a condition to Confirmation, the Bankruptcy Code requires, among other things, the Bankruptcy Court to find that Confirmation is not likely to be followed by either a liquidation or the need to further reorganize the Debtors. In accordance with this condition and in order to assist each Holder of a Claim in determining whether to vote to accept or reject the Plan, Knight Hawk, with the assistance of its advisors and in consultation with the Debtors, developed financial projections for NewCo (the “Financial Projections”) to support the feasibility of the Plan. The Financial Projections have been prepared for the three years ending December 31, 2018, 2019 and 2020, respectively (collectively, the “Projection Period”). The Debtors’ board of directors was not asked to, and thus did not, approve the Financial Projections or evaluate or endorse the projections or the assumptions underlying the Financial Projections.

The Financial Projections were prepared by Knight Hawk, in consultation with the Debtors, and are based on a number of assumptions made by Knight Hawk, within the bounds of their knowledge of the business and operations, with respect to the future performance of NewCo’s expected financial position, results of operations, and cash flows for the periods specified. The Financial Projections also assume that the Plan will be consummated in accordance with its terms and that all transactions contemplated by the Plan will be consummated by the Effective Date. Although the Financial Projections were prepared in good faith and the assumptions are believed to be reasonable, it is important to note that the Debtors, Knight Hawk, and the Supporting Senior Noteholders can provide no assurance that such assumptions will be realized. Because future events and circumstances frequently do not occur as expected and unanticipated events or circumstances may arise, the Debtors, Knight Hawk, and the Supporting Senior Noteholders expect that the actual and projected results will differ and the actual results may be materially different than those contained in the Financial Projections and from those contemplated by such forward-looking statements. No representations can be made as to the accuracy of the Financial Projections or NewCo’s ability to achieve the projected results. Therefore, the Financial Projections may not be relied upon as a guarantee or as any other form of assurance as to the actual results that will occur. The inclusion of the Financial Projections

herein should not be regarded as an indication that the Debtors, Knight Hawk, or the Supporting Senior Noteholders considered or consider the Financial Projections to reliably predict future performance. Accordingly, in deciding whether to vote to accept or reject the Plan, creditors should review the Financial Projections in conjunction with a review of the risk factors set forth in the Disclosure Statement, the historical financial statements filed by the Debtors as Monthly Operating Reports, and the assumptions and risks described herein, including all relevant qualifications and footnotes. The Debtors do not intend to update or otherwise revise the Financial Projections to reflect the occurrence of future events, even in the event that the assumptions underlying the Financial Projections do not come into fruition.

The Financial Projections take into account NewCo's contemplated operational initiatives and existing conditions in the coal industry. In addition, the Financial Projections are based on the assumption that the Plan will be confirmed as stated in the Disclosure Statement. The Financial Projections were not prepared with a view towards compliance with the Guidelines for Prospective Financial Statements published by the American Institute of Certified Public Accountants or the rules and regulations of the SEC and by their nature are not financial statements prepared in accordance with accounting principles generally accepted in the United States of America.

The Financial Projections do not reflect the impact of any fresh start accounting in accordance with the Financial Accounting Standards Board, Accounting Standards Codification, Section 852 “Reorganizations” and its potential impact on NewCo's prospective results of operations.

The Financial Projections contain certain statements that are “forward-looking statements” within the meaning of the Securities Act of 1933, as amended and the Securities Exchange Act of 1934, as amended by the Private Securities Litigation Reform Act of 1995. These statements are subject to a number of assumptions, risks and uncertainties, many of which are beyond the control of the Debtors, including the confirmation of the Plan on the presumed Effective Date, the availability of sufficient borrowing capacity or other financing to fund NewCo’s operations, achieving operating efficiencies, cost and availability of raw materials and energy, maintaining good employee relations, existing and future governmental regulations and actions of

governmental bodies, general economic conditions in the markets in which NewCo operates, industry-specific risk factors and other market and competitive conditions. Holders of Claims and Interests are cautioned that the forward-looking statements are as of the date made and are not guarantees of future performance. Actual results or developments may differ materially from the expectations expressed or implied in the forward-looking statements, and the Debtors undertake no obligation to update any such statements.

ALTHOUGH COMMERCIALY REASONABLE EFFORTS WERE MADE TO BE ACCURATE GIVEN THE LIMITATIONS INHERENT IN ANY PROJECTIONS, THE FINANCIAL PROJECTIONS WERE NOT PREPARED WITH A VIEW TOWARD COMPLIANCE WITH THE GUIDELINES ESTABLISHED BY THE AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS OR IN ACCORDANCE WITH ACCOUNTING PRINCIPLES GENERALLY ACCEPTED IN THE UNITED STATES OF AMERICA OR ANY OTHER JURISDICTION, THE FINANCIAL ACCOUNTING STANDARDS BOARD, THE INTERNATIONAL FINANCIAL REPORTING STANDARDS OR THE RULES AND REGULATIONS OF THE SECURITIES AND EXCHANGE COMMISSION REGARDING PROJECTIONS. THE DEBTORS' INDEPENDENT CERTIFIED ACCOUNTANTS HAVE NOT AUDITED, REVIEWED, EXAMINED OR COMPLIED THE FINANCIAL PROJECTIONS AND ACCORDINGLY DO NOT EXPRESS AN OPINION OR ANY FORM OF ASSURANCE WITH RESPECT TO THE FINANCIAL PROJECTIONS, DO NOT ASSUME RESPONSIBILITY FOR THE FINANCIAL PROJECTIONS, AND DISCLAIM ANY ASSOCIATION WITH THE FINANCIAL PROJECTIONS. ALTHOUGH PRESENTED WITH NUMERICAL SPECIFICITY, THE FINANCIAL PROJECTIONS ARE BASED ON A VARIETY OF ASSUMPTIONS, WHICH MAY NOT BE REALIZED, AND WHICH ARE SUBJECT TO SIGNIFICANT BUSINESS, ECONOMIC AND COMPETITIVE UNCERTAINTIES AND CONTINGENCIES BEYOND THE CONTROL OF THE DEBTORS OR NEWCO. CONSEQUENTLY, THE FINANCIAL PROJECTIONS SHOULD NOT BE REGARDED AS A REPRESENTATION OR WARRANTY BY ANY OF THE DEBTORS, NEWCO, KNIGHT HAWK, THE SUPPORTING SENIOR NOTEHOLDERS OR ANY OTHER PERSON THAT THE FINANCIAL PROJECTIONS WILL BE REALIZED. ACTUAL RESULTS MAY VARY

MATERIALLY FROM THOSE PRESENTED IN THE FINANCIAL PROJECTIONS. HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN MUST MAKE THEIR OWN DETERMINATIONS AS TO THE REASONABLENESS OF SUCH ASSUMPTIONS AND THE RELIABILITY OF THE FINANCIAL PROJECTIONS IN REACHING THEIR DETERMINATIONS OF WHETHER TO ACCEPT OR REJECT THE PLAN.

Key Income Statement Assumptions:

- I. *Total Tons Sold* – Projected tons sold are the aggregate of both contracted and uncontracted tons expected to be sold. Total tons sold are projected to increase over the Projection Period.
 - a. *Contracted Tons* – Tons for which buyers have already entered contracts.
 - b. *Uncontracted Tons* – Tons to be sold for which buyers have yet to enter contracts and selling prices have yet to be determined.

(tons in millions)	2018F	2019F	2020F
Committed Tons.....	3.3	3.3	3.8
Uncommitted Tons.....	0.0	0.0	0.0
Total Tons Sold.....	3.3	3.3	3.8
Contracted Tons %.....	100%	100%	100%
Uncontracted Tons %.....	0%	0%	0%

- II. *Coal Sales* – Comprises revenue from coal sales, based on forecasted future pricing for each of the Company’s coal contracts. Sales are based upon currently contracted sales, estimates of projected uncontracted tons sold, and forecasted pricing.
- III. *Cost of Coal Sales* – Production costs associated with the Company’s mining of coal. Production costs are expected to decline as a percentage of revenue due to operating leverage, partially offset by inflationary increases.
- IV. *Selling, General and Administrative Amortization (“SG&A”)* – SG&A expenses include all expenses related to corporate management and joint facility functions. SG&A expenses are expected to increase at roughly the pace of inflation.

- V. *Depreciation, Depletion, and Amortization (“DD&A”)* – DD&A expenses relate to declines in long-lived assets, including plant, equipment, and coal reserves.
- VI. *Net Interest Expense* – Includes cash interest paid on any debt obligations.
- VII. *Income Taxes* – Federal and state income tax obligations.

Key Cash Flow Statement Assumptions:

- I. *Reclamation Liability* – Liability associated with restoring areas of land previously mined.
- II. *Disposal of Assets* – Disposal of Assets includes all proceeds resulting from the sale of mining equipment.
- III. *Capital Expenditures* – Capital expenditures comprise cash outflows primarily for continued investment in mine development, mining equipment and maintenance.
- IV. *Member Distributions* – Distributions to equity holders pursuant to Restructuring Support Agreement.

Key Balance Sheet Assumptions:

- I. *Cash* – Unrestricted cash on hand and in checking accounts to fund transactions for daily business operations.
- II. *Accounts Receivable* – Monies owed from customers from coal sales.
- III. *Inventories* – Raw and clean coal inventory plus various material and supplies inventory.
- IV. *Other Current Assets* – Prepaid expenses and other miscellaneous items.
- V. *Net PP&E* – Fixed assets at cost less proceeds and depreciation.
- VI. *Accounts Payable* – Payments owed to vendors through ordinary operations.
- VII. *Accrued Expenses* – Various payroll, tax, and sales related obligations due.
- VIII. *Reclamation Obligations* – Liability associated with restoring areas of land previously mined.
- IX. *Notes Payable* – Liability associated from vendor financed equipment.

Summary Income Statement

(\$ in millions)	2018F	2019F	2020F
Coal sales.....	\$ 140.3	\$ 141.7	\$ 166.9
Less: Cost of Coal Sales.....	(110.8)	(112.4)	(131.6)
Gross Profit.....	\$ 29.5	\$ 29.3	\$ 35.3
<i>% Margin</i>	21%	21%	21%
Less: SG&A.....	(3.1)	(3.2)	(3.7)
EBITDA.....	\$ 26.4	\$ 26.1	\$ 31.6
<i>% Margin</i>	19%	18%	19%
Less: Depreciation, Depletion & Amortization.....	6.0	6.0	6.0
Operating Income.....	\$ 20.4	\$ 20.1	\$ 25.6
<i>% Margin</i>	15%	14%	15%
Less: Net Interest Expense.....	0.0	0.0	0.0
Pre-Tax Income.....	\$ 20.4	\$ 20.1	\$ 25.6
<i>% Margin</i>	15%	14%	15%
Less: Income Taxes.....	0.0	0.0	0.0
Net Income.....	\$ 20.4	\$ 20.1	\$ 25.6
<i>% Margin</i>	15%	14%	15%

Summary Balance Sheet

(\$ in millions)	2018F	2019F	2020F
<u>Assets:</u>			
Cash.....	\$ 4.0	\$ 4.0	\$ 4.0
Accounts Receivable.....	6.0	6.0	7.0
Inventories.....	5.0	5.0	5.0
Other Current Assets.....	1.0	1.0	1.0
Total Current Assets.....	\$ 16.0	\$ 16.0	\$ 17.0
Net PP&E.....	119.0	121.9	126.2
Total Long-term Assets.....	\$ 119.0	\$ 121.9	\$ 126.2
Total Assets.....	\$ 135.0	\$ 137.9	\$ 143.2
<u>Liabilities and Members' Equity:</u>			
Accounts Payables.....	\$ 3.0	\$ 3.0	\$ 3.0
Accrued Expenses.....	2.0	2.0	2.0
Total Current Liabilities.....	\$ 5.0	\$ 5.0	\$ 5.0
Reclamation Obligations.....	16.0	15.0	14.0
Notes Payable.....	4.5	0.0	0.0
Total Long-term Liabilities.....	\$ 20.5	\$ 15.0	\$ 14.0
Total Liabilities.....	\$ 25.5	\$ 20.0	\$ 19.0
Members' Equity.....	109.5	117.9	124.2
Total Liabilities plus Equity.....	\$ 135.0	\$ 137.9	\$ 143.2

Summary of Cash Flows

(\$ in millions)	2018F	2019F	2020F
<u>Cash from Operating Activities:</u>			
Net Income.....	\$ 20.4	\$ 20.1	\$ 25.6
Depreciation, Depletion & Amortization.....	6.0	6.0	6.0
Increase (Decrease) in Reclamation Liability.....	(3.0)	(1.0)	(1.0)
Proceeds on Disposal of Assets.....	5.0	5.0	5.0
Change in Net Working Capital and Other.....	(7.0)	0.0	(1.0)
Cash from Operating Activities.....	\$ 21.4	\$ 30.1	\$ 34.6
<u>Cash from Investing Activities:</u>			
Capital Expenditures.....	(12.0)	(13.9)	(15.3)
Cash from Investing Activities.....	\$ (12.0)	\$ (13.9)	\$ (15.3)
<u>Cash from Financing Activities:</u>			
Member Contribution (Distribution).....	(15.9)	(11.7)	(19.3)
Borrowings (Repayments) on Notes Payable.....	(4.5)	(4.5)	0.0
Cash from Financing Activities.....	\$ (20.4)	\$ (16.2)	\$ (19.3)
Beginning Cash.....	15.0	4.0	4.0
Change in Cash.....	(11.0)	0.0	0.0
Ending Cash.....	\$ 4.0	\$ 4.0	\$ 4.0

Exhibit D

Transaction Agreement

TRANSACTION AGREEMENT

DATED AS OF NOVEMBER 1, 2017

BY AND AMONG

ARMSTRONG ENERGY, INC.,

THE SUBSIDIARIES OF ARMSTRONG ENERGY, INC. LISTED ON SCHEDULE 1 HERETO,

SUPPORTING HOLDERS

AND

KNIGHT HAWK HOLDINGS, LLC

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Exhibit A	Form of Plan

Transaction Agreement

THIS TRANSACTION AGREEMENT (this “Agreement”), dated as of November 1, 2017 (the “Execution Date”), is by and among Armstrong Energy, Inc., a Delaware corporation (“Company”), the Subsidiaries (as defined below) of Company set forth on Schedule 1 hereto (such Subsidiaries together with the Company, collectively, the “Debtors” and individually, a “Debtor”), the Noteholders (as defined below) party hereto (the “Supporting Holders”), and Knight Hawk Holdings, LLC, an Illinois limited liability company (“Knight Hawk”). Capitalized terms used but not otherwise defined herein have the meanings set forth in Article I. Debtors, the Supporting Holders, and Knight Hawk are sometimes referred to collectively herein as the “Parties” and individually as a “Party.”

Recitals

WHEREAS, Debtors are engaged in the business of mining, producing, selling, marketing and blending thermal coal in the Illinois Basin coal region in Western Kentucky (such business, the “Business”);

WHEREAS, the Debtors will be filing voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “Bankruptcy Code”) on or about the date hereof (the “Petition Date”) in the United States Bankruptcy Court for the Eastern District of Missouri (the “Bankruptcy Court”);

WHEREAS, Company, certain of the other Debtors set forth on Schedule 1 hereto, as guarantors (the “Guarantors”), and Trustee (as defined below), as trustee, are parties to that certain Indenture, dated December 21, 2012 (as amended, modified or otherwise supplemented from time to time, the “Notes Indenture”), pursuant to which the Company issued \$200,000,000 in aggregate principal amount of 11.75% Senior Secured Notes due 2019 (the “Notes,” and the holders thereof, the “Noteholders”);

WHEREAS, the Indenture Obligations are secured by a first priority lien and security interest upon substantially all of the assets of Company and the Guarantors;

WHEREAS, on or after the Petition Date, in accordance with the Restructuring Support Agreement, the Debtors intend to file the Plan, under which Plan and this Agreement, Debtors will, among other things, transfer the Transferred Assets to NewCo and NewCo will acquire such Transferred Assets free and clear of all Encumbrances and Liabilities (other than Permitted Encumbrances and Assumed Liabilities or Encumbrances created under the Operating Agreement or U.S. securities laws) on the Effective Date, in each case, in accordance with the terms herein (the “Transfer and Assumption”);

WHEREAS, as contemplated by the Plan and this Agreement, immediately upon the Transfer and Assumption, in satisfaction of a portion of the Indenture Obligations, the Noteholders will receive 100% of HoldCo Common Equity and HoldCo Preferred Equity with a liquidation preference of \$10,000,000 (the “Noteholder Equity Issuance”) on a pro rata basis (based on their respective Indenture Obligations) free and clear of all Encumbrances and Liabilities (other than Permitted Encumbrances and Assumed Liabilities or Encumbrances created under the Operating Agreement or U.S. securities laws);

WHEREAS, as contemplated by the Plan and this Agreement, immediately upon the Noteholder Equity Issuance, HoldCo will issue to Knight Hawk HoldCo Equity in exchange for the Contribution (the “Knight Hawk Equity Issuance” and, together with the Transfer and Assumption and the Noteholder Equity Issuance, the “Sale Transaction”);

WHEREAS, the board of directors (or similar governing body) of each Debtor has determined that it is advisable and in the best interests of such Debtor and its constituencies to enter into this Agreement and to pursue the transactions provided for herein and in the Plan, and the other Parties hereto are prepared to consummate the transactions contemplated hereunder, in each case subject to the terms and conditions herein and in the Plan.

NOW, THEREFORE, in consideration of the premises, the mutual promises herein made, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

Definitions

1.1 Definitions.

For purposes of this Agreement, the following terms have the meanings specified or referenced below.

“Accounts Receivable” means, with respect to the Debtors, all accounts receivable, notes receivable, purchase orders, negotiable instruments, completed work or services that have not been billed, chattel paper, notes and other rights to payment, including those consisting of all accounts receivable in respect of services rendered or products sold to customers by such Debtor, any other miscellaneous accounts receivable of such Debtor, and any claim, remedy or other right of such Debtor related to any of the foregoing, together with all unpaid financing charges accrued thereon and any payments with respect thereto.

“Accrued PTO” has the meaning set forth in Section 8.4(e).

“Action” means any legal action, suit or arbitration, or any inquiry, proceeding or investigation, by or before any Governmental Authority.

“Affiliate” has the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Act.

“Agreement” has the meaning set forth in the introductory paragraph.

“Allocation Notice of Comment” has the meaning set forth in Section 8.2(a).

“Applicable Rate” means, for a particular day, the prime rate as reported in *The Wall Street Journal* published for such day or, if such rate is regularly reported in *The Wall Street Journal* but is not reported on such day, such rate as most recently reported in *The Wall Street Journal* (or, if such rate is no longer reported in *The Wall Street Journal*, a comparable rate), calculated on a daily basis based on a 365-day year.

“Assigned Contracts” has the meaning set forth in Section 2.2(b)(vi).

“Assigned Leases” has the meaning set forth in Section 2.2(b)(ii).

“Assignment” means one or more Assignment, Bill of Sale, Deed and/or Conveyance Agreement containing customary terms and conditions as reasonably agreed in good faith among the Parties in accordance with Section 8.15 and covering all of the Transferred Assets, an original master counterpart of which shall be executed by Company and each of the other Debtors transferring or assigning any Transferred Assets or Assumed Liabilities and NewCo, and separate original counterparts of which shall be executed by Company and each such other Debtor and NewCo for each recording district in which any of the Transferred Assets are located and shall be filed in such recording districts, as appropriate; *provided that* such form may be modified by NewCo, at the direction of the Required Supporting Holders or Knight Hawk, to comply with the specific recording requirements of any applicable Legal Requirements in the jurisdiction in which the Transferred Assets are located.

“Assumed Liabilities” has the meaning set forth in Section 2.4.

“Assumption Agreement” has the meaning set forth in Section 2.4.

“Avoidance Actions” means any and all claims and causes of action that any of the Debtors may assert under chapter 5 of the Bankruptcy Code.

“Bankruptcy Code” has the meaning set forth in the recitals.

“Bankruptcy Court” has the meaning set forth in the recitals.

“Benefit Plans” means (i) all “employee benefit plans,” as defined in section 3(3) of ERISA (whether or not such plan is subject thereto) and (ii) all bonus or other incentive, equity or equity-based compensation, deferred or other compensation, profit sharing, pension, change-in-control, severance pay, separation, retention, sick leave, vacation pay, day or dependent care, salary continuation, disability, hospitalization, medical, life insurance, retiree healthcare, retiree life insurance, other retirement, scholarship, legal services, cafeteria, life, health, accident, disability, workers’ compensation, paid time off, fringe benefit or other insurance or employee benefit programs, plans, policies or arrangements, whether written or oral, single employer, multiemployer or multiple employer, or whether for the benefit of a single individual or more than one individual, as to which Company or any of its ERISA Affiliates contributes, has an obligation to contribute, or has any Liability, contingent or otherwise, with respect to, or otherwise provides to, any current or former Employee or Service Provider.

“Bid Protections Order” shall mean an order in form and substance reasonably acceptable to the Required Supporting Holders and Knight Hawk approving the Expense Reimbursement and the related provisions of Section 12.2 hereof.

“Black Lung Benefits Act” means the Black Lung Benefits Act of 1972, the MSHA, the Black Lung Benefits Reform Act of 1977, and the Black Lung Benefits Amendments of 1981, in each case as amended.

“Black Lung Liability” means any liability or benefit obligations related to black lung claims and benefits under the Black Lung Benefits Act, and liabilities and benefits related to pneumoconiosis, silicosis, exposure to isocyanates or other lung disease arising under any federal or state law.

“Budget” means the budget approved pursuant to the Cash Collateral Order as the same may be amended from time to time in accordance with the terms of the Cash Collateral Order.

“Business” has the meaning set forth in the recitals.

“Business Day” means any day that is not a Saturday, Sunday or other day on which banking institutions in New York, New York are authorized or required by Legal Requirements to close.

“Cash Collateral Order” means any order entered in the Chapter 11 Cases authorizing the use of cash collateral (whether interim or final), which shall be acceptable in form and substance to the Required Supporting Holders and Knight Hawk.

“Casualty” means any loss, damage, or destruction of or to any Transferred Assets, whether by act of God, fire, explosion, collision, earthquake, windstorm, flood, terrorism, or other casualty or condemnation taking under the right of eminent domain, but, for the avoidance of doubt, excluding any loss, damage, or destruction as a result of depreciation, ordinary wear and tear, and any change in condition of the Transferred Assets for production of coals through normal depletion.

“CAT Lease” means that certain Master Equipment Lease Agreement by and between Caterpillar Financial Services Corporation and Armstrong Coal Company, dated as of August 30, 2012, as amended from time to time.

“Central Prevailing Time” means the prevailing time (i.e., Standard Time or Daylight Saving Time) on any given day in the Central Time Zone.

“Chapter 11 Cases” means the chapter 11 cases commenced by the Debtors in the Bankruptcy Court.

“Closing” has the meaning set forth in Section 4.1.

“Closing Date” means the date and time as of which the Closing occurs as set forth in Section 4.1.

“Coal Act” means the Coal Industry Retiree Health Benefit Act of 1992, 26 U.S.C. §§ 9701, et seq.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985.

“Company” has the meaning set forth in the introductory paragraph.

“Company’s Obligations” has the meaning set forth in Section 8.3(b).

“Competing Transaction” means any transaction (or series of transactions) involving the direct or indirect sale, transfer or other disposition of all or a material portion of the Transferred Assets to a purchaser or purchasers other than pursuant to this Agreement and/or the Plan (as each may be amended) or effecting any other transaction the consummation of which would be materially inconsistent with the transactions contemplated by this Agreement and the Plan (as each may be amended in accordance herewith).

“Confidentiality Agreements” has the meaning set forth in Section 13.2.

“Confirmation Order” means an Order of the Bankruptcy Court, which shall be in form and substance reasonably acceptable to the Required Supporting Holders and, solely with respect to those provisions that involve the Sale Transaction, Knight Hawk, confirming the Plan and, among other things, authorizing and approving the Sale Transaction and the other transactions contemplated hereby and by the Plan.

“Contract” means any legally binding written agreement, contract, obligation, promise, undertaking, lease (including Leases and Lessor Leases), sublease, purchase order, arrangement, license, commitment, or other binding arrangement or understanding set forth in writing, and any amendments, modifications or supplements thereto.

“Contract Notice” has the meaning set forth in Section 2.6(e).

“Contribution” has the meaning set forth in Section 4.4(a).

“Copyrights” means all United States and foreign copyright rights in any original works of authorship, whether registered or unregistered, including all copyright registrations and applications.

“Cure Costs” has the meaning set forth in Section 2.6(b).

“Debtor” and “Debtors” has the meaning set forth in the introductory paragraph.

“Debtor HoldCo Equity Conveyance” means an instrument of conveyance or other documentation in form reasonably acceptable to the Required Supporting Holders to transfer 100% of the HoldCo Equity to the Supporting Holders as agreed in accordance with Section 8.15.

“Designation Deadline” means 5:00 p.m., Central Prevailing Time, on the date that is the earlier of (a) five (5) Business Days prior to the Closing Date or (b) thirty (30) days before the Outside Date, or such later date as the Required Supporting Holders, Knight Hawk and Company shall mutually agree or the Bankruptcy Court may authorize.

“Effective Date” means the time and date on which all conditions to effectiveness of the Plan have been satisfied or waived in accordance therewith and no stay of the Confirmation Order is in effect.

“Employee” means any employee of a Debtor.

“Encumbrance” means any charge, lien, claim, cause of action, mortgage, lease, sublease, hypothecation, deed of trust, pledge, security interest, option, right of use or possession, right of first offer or first refusal, right of setoff, successor liability, easement, servitude, restrictive covenant, encroachment, encumbrance, third party interest or other restriction or limitation of any kind.

“Engineer” means Associated Engineers Inc.

“Environmental Defect” means any condition of, in, on or under any of the Transferred Assets that either (i) requires monitoring, reporting, removal, restoration, remediation or resolution under applicable Environmental Laws or (ii) if known by a federal or state regulatory agency of competent jurisdiction, would reasonably be expected to cause such federal or state regulatory agency to assert that the Transferred Asset requires monitoring, reporting, removal, restoration, remediation or resolution under applicable Environmental Laws.

“Environmental Laws” means any federal, state, or local Legal Requirement relating to the prevention of pollution, protection of health or the environment or natural resources, restoration of environmental quality, or Releases of or exposure to Hazardous Substances or the handling, generation, treatment, transportation, storage, use, arrangement for disposal or disposal, manufacture, distribution, formulation, packaging or labeling of Hazardous Substances, including the following federal statutes and the regulations promulgated thereunder: the Comprehensive Environmental Response, Compensation and Liability Act of 1980; the Emergency Planning and Community Right-To-Know Act; the Resources Conservation and Recovery Act; the Clean Air Act; the Clean Water Act; the Safe Drinking Water Act; the Oil Pollution Act; the Toxic Substances Control Act; the Hazardous Materials Transportation Act; the Federal Insecticide, Fungicide, and Rodenticide Act; any Mining and Mining Safety Law and the regulations promulgated pursuant thereto and analogous State and local Legal Requirements.

“Equity Interests” means equity securities (as defined in section 101(16) of the Bankruptcy Code).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliate” means any entity that, together with any Debtor, may be treated as a single employer under section 4001 of ERISA or section 414 of the Tax Code.

“ERISA Affiliate Liability” means any actual or contingent Liability of the Debtors or their ERISA Affiliates under or in respect of any employee benefit plan pursuant to any statute or regulation that imposes Liability on a “controlled group” or similar basis as a result of being an ERISA Affiliate or successor prior to the Closing Date with respect to any other Person.

“Excluded Assets” has the meaning set forth in Section 2.3.

“Excluded Contracts” means those Contracts described on Schedule 2.2(g) and (except for the Assigned Contracts, including the Royalty Agreements, and the Transferred Real Property Interests) all other Contracts to which any Debtor is a party.

“Excluded Employee Liabilities” means each of the following:

(a) any and all Liabilities arising out of, relating to or resulting from any Action or Proceeding with respect to any current or former Employee or Service Provider, based on facts occurring prior to or as of the Closing (even if not known until after the Closing), including relating to his/her employment or services, or termination of employment or services, with Company or any of its Affiliates, including as a result of the consummation of the transactions contemplated by this Agreement;

(b) any and all actual or contingent Liabilities under, arising out of, relating to or resulting from any Benefit Plans;

(c) any ERISA Affiliate Liability;

(d) any and all Liabilities to provide continuation coverage pursuant to COBRA under any plan that is a “group health plan” (as defined in section 5000(b)(1) of the Tax Code) with respect to a COBRA qualifying event that occurs prior to or on the Closing Date (or, if later, the date such Employee becomes a Transferred Employee);

(e) any and all Liabilities resulting from or relating to the misclassification of any Person performing services for or on behalf of any Debtor or any of their Affiliates prior to the Closing as an independent contractor rather than as an employee;

(f) any and all other Liabilities arising out of, relating to or resulting from any current, former or prospective Employees prior to or as of the Closing (including Inactive Employees and whether or not any such Employee becomes a Transferred Employee (including any Employee who does not accept an offer of employment with NewCo)) or Service Providers prior to or as of the Closing, including any Liability under any employee benefits or compensation arrangement, other than Liabilities that are Assumed Liabilities under Section 2.4(e); and

(g) subject to Section 2.4(e), all Black Lung Liabilities and Workers' Compensation Liabilities related to the Transferred Assets, including to and with respect to Employees and former employees who worked or who were employed at the Transferred Assets, including any such Black Lung Liabilities and Workers' Compensation Liabilities of the Debtors or any of their respective Affiliates with respect to any of their respective predecessors.

“Excluded Liabilities” has the meaning set forth in Section 2.5.

“Excluded Pre-Closing Fines” has the meaning set forth in Section 2.4(f).

“Excluded Unrelated Environmental Liabilities” has the meaning set forth in Section 2.5(q).

“Execution Date” has the meaning set forth in the introductory paragraph.

“Executory Contract” means any executory Contract related to the Business to which any Debtor is a party, including, for the avoidance of doubt, any Royalty Agreements.

“Expense Reimbursement” means an amount not to exceed \$1,000,000, but otherwise equal to the reasonable out-of-pocket, documented third party costs, fees and expenses of Knight Hawk (including reasonable costs, fees and expenses for legal, financial advisory, accounting, engineering, environmental and other services and all filing fees, court costs and other regulatory fees and expenses) related to due diligence and other investigation of the Business, negotiation of this Agreement and the Plan and other agreements and documents contemplated hereby and thereby, including the Bid Protections Order and the Confirmation Order (or the Sale Order, if applicable), which amount shall constitute a super priority administrative expense of the Debtors having priority over, except with respect to the Carve Out (as such term is defined in the Cash Collateral Order) any and all administrative expenses of any kind, including those specified in Sections 503(b) or 507(b) of the Bankruptcy Code.

“FASB 410” has the meaning set forth in Section 5.7(d).

“FCPA” has the meaning set forth in Section 5.30.

“Final Allocation Statement” has the meaning set forth in Section 8.2(a).

“Final Order” means an Action taken or Order issued by the applicable Governmental Authority as to which: (i) no request for stay of the Action or Order is pending, no such stay is in effect and, if any deadline for filing any such request is designated by statute or regulation, it is passed, including any extensions thereof; (ii) no petition for rehearing or reconsideration of the Action or Order, or protest of any kind, is pending before the Governmental Authority, and the time for filing any such petition or protest is passed; (iii) the Governmental Authority does not have the Action or Order under reconsideration or review on its own motion, and the time for such reconsideration or review has passed; and (iv) the Action or Order is not then under judicial review, there is no notice of appeal or other application for judicial review pending, and the deadline for filing such notice of appeal or other application for judicial review has passed, including any extensions thereof.

“Financial Statements” has the meaning set forth in Section 5.9.

“GAAP” means generally accepted accounting principles in the United States, applied throughout the specified period and the immediately prior comparable period in a manner consistent with Company’s historical accounting policies.

“Geological and Geophysical Information” means all of the Debtors’ proprietary and (to the extent transferable without payment of a fee or other penalty to any third party) non-proprietary geophysical, seismic and related technical data, including data, core and fluid samples and other engineering, geological and/or geophysical studies (including seismic data, studies, analyses, interpretations and information), and other similar information and records, in each case relating to the Transferred Real Property Interests.

“Governing Document” means the legal document(s) by which any Person (other than an individual) establishes its legal existence or which govern its internal affairs. For example, the “Governing Documents” of a corporation would be its certificate of incorporation and bylaws, the “Governing Documents” of a limited partnership would be its certificate of formation and its limited partnership agreement and the “Governing Documents” of a limited

liability company would be its certificate of formation and its limited liability company agreement or operating agreement.

“Governmental Authority” means any government or governmental or regulatory body thereof, or political subdivision thereof, or any agency, authority, department, commission, board, bureau, official or instrumentality of such body, whether foreign, federal, tribal, state, or local, or any agency, instrumentality or authority thereof, or any court or arbitrator thereof (public or private) of competent jurisdiction.

“Governmental Authorization” means any approval, consent, license, permit, waiver or other authorization issued, granted or otherwise made available by or under the authority of any Governmental Authority.

“Guarantors” has the meaning set forth in the recitals.

“Hazardous Substance” means petroleum and its byproducts, asbestos and any other material or substance that is defined as a “hazardous waste,” “hazardous substance,” “hazardous material,” “restricted hazardous waste,” “industrial waste,” “solid waste,” “contaminant,” “pollutant,” “toxic waste” or “toxic substance,” or a substance that is otherwise regulated under any Environmental Law or for which Liability can be imposed under any Environmental Law.

“Hedge Contracts” means any agreement with respect to any futures contract, forward contract, commodity swap agreement, commodity option agreement, or other similar agreement or arrangement in respect of coals purchased, used, produced, processed or sold by a Person and designed to protect such Person against fluctuations in coal prices.

“HoldCo” has the meaning set forth in Section 2.1(a).

“HoldCo Common Equity” means the common Equity Interests in HoldCo, as authorized pursuant to the Operating Agreement.

“HoldCo Equity” means HoldCo Common Equity and HoldCo Preferred Equity.

“HoldCo Preferred Equity” means the preferred Equity Interests in HoldCo, as authorized pursuant to the Operating Agreement.

“Improvements” means any buildings (including field offices), plants, structures, fixtures, systems, facilities, rail sidings, machinery, infrastructure and other improvements affixed or appurtenant to or located on the Owned Real Property or Leased Real Property.

“Inactive Employee” means Employees who are on an employer-approved leave of absence on the Closing Date as a result of military service, pregnancy or parental leave, disability leave, medical leave, jury duty or any other leave provided under applicable Legal Requirements.

“Indebtedness” of any Person means, without duplication, (i) the principal of and premium (if any) in respect of (A) indebtedness of such Person for money borrowed and

(B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable; (ii) all obligations of such Person issued or assumed as the deferred purchase price of property, all carry obligations, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities arising in the ordinary course of business); (iii) all obligations of such Person under leases required to be capitalized in accordance with GAAP; (iv) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (v) any accrued interest, premiums, penalties, breakages, "make whole amounts" and other obligations relating to the foregoing that would be payable in connection with the repayment of the foregoing; (vi) all obligations of the type referred to in clauses (i) through (v) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations; and (vii) all obligations of the type referred to in clauses (i) through (vi) of other Persons secured by any Encumbrance on any property or asset of such Person (whether or not such obligation is assumed by such Person).

"Indenture Obligations" means, as of any date of determination, the aggregate amount of the obligations then outstanding and owing to the Noteholders on the outstanding Notes under the Notes Indenture.

"Intellectual Property" means all intellectual property, including all Copyrights, Patents, Trademarks, industrial designs, trade secrets, proprietary know-how and confidential business information owned, used or licensed by any Debtor and used or held for use in conducting the Business.

"Interim Permit Operating Agreement" means that certain permit operating agreement to be executed by NewCo, the applicable Debtors, and, to the extent necessary, Knight Hawk and any other parties, by which NewCo will operate the Transferred Assets during the Transfer Period, with customary terms and conditions reasonably agreed to in accordance with Section 8.15.

"Inventory" has the meaning set forth in Section 2.2(b)(i).

"Inventory Purchase Price" has the meaning set forth in Section 3.2.

"IRS" means the Internal Revenue Service.

"Knight Hawk Equity Issuance" has the meaning set forth in the recitals.

"Knowledge" means (i) with respect to any Debtor, the actual knowledge (after reasonable inquiry) of any of the following individuals: J. Hord Armstrong, Martin D. Wilson, Eric R. Waller, Jeffrey F. Winnick, Richard L. Craig, and Dennie Grider and (ii) with respect to Knight Hawk, the actual knowledge (after reasonable inquiry) of Steve Carter and Jim Smith.

"Labor Laws" means Legal Requirements relating to employment, employment standards and practices, employment of minors, employment discrimination, employee classification, immigration, workplace health and safety, labor relations, tax withholding, wages, hours, family and medical and other leave of absence, workplace insurance or pay equity.

“Lease” has the meaning set forth in the definition of “Leased Real Property.”

“Leased Real Property” means the interests in real property let, leased or subleased by any Debtor, as tenant, subtenant, lessee or sublessee, or in which a Debtor has been granted a possessory interest or right to use or occupy all or any portion of the same including, as the same are evidenced by any and all mining leases, coal leases, coal mining leases, underground coal mining and gob gas leases, coal land leases, coal degasification leases, use agreements, haul road agreement, or other occupancy agreements and all short form leases, memoranda and amendments relating to the foregoing, together with, to the extent let, leased, used or occupied by any Debtor in connection with the Business or the Transferred Assets, any and all underground and surface coal reserves, mineral rights, oil and gas rights and interests, mining rights, surface rights, water rights, rights of way, unrecouped minimum, advance or prepaid production royalties, all buildings and other structures, facilities or Improvements located thereon (and any present or future rights, title and interests arising from or related to the foregoing) (each such lease, a “Lease,” and collectively, the “Leases”).

“Legal Requirement” means any federal, state, provincial, local, municipal, foreign, international, multinational, or other administrative Order, constitution, law, ordinance, principle of common law, regulation, statute or treaty, including Mining and Mining Safety Law.

“Lessor Leases” has the meaning set forth in Section 5.6(b).

“LG&E/KU” means Louisville Gas and Electric Company and/or Kentucky Utilities Company.

“LG&E/KU Contracts” means the existing Contracts for the sale of coal between Armstrong Coal Sales, Inc. or other applicable Debtor, as seller, and LG&E/KU, as purchaser.

“Liability” means any debt, loss, claim (including “claim” as defined in the Bankruptcy Code), damage, demand, Tax, fine, judgment, penalty, liability, expense, commitment or obligation (including those arising out of any action, such as any settlement or compromise thereof or judgment or award therein), whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise, and whether or not resulting from third party claims.

“Material Adverse Effect” means any change, event, condition, circumstance or occurrence (regardless of whether such event, change, effect, condition, circumstance or occurrence constitutes a breach of any representation, warranty or covenant of any Debtor hereunder) that individually or in the aggregate (taking into account all other such changes, events, conditions, circumstances and occurrences) has had, or would be reasonably likely to have, (i) a material adverse change in or material adverse effect on the Transferred Assets or the Business or the value thereof, in each case taken as a whole, or (ii) the effect of preventing the consummation of the transactions contemplated by this Agreement, but in the case of the foregoing clause (i), excluding any event, change, effect, condition, circumstance or occurrence to the extent that it results from or arises out of (1) the commencement or pendency of the Chapter 11 Cases, (2) changes in Legal Requirements (other than with respect to changes caused by any Bankruptcy Court decision affecting the Chapter 11 Cases), GAAP and other accounting

rules to the extent occurring after the Execution Date; (3) the announcement of this Agreement or the Transaction Documents or transactions contemplated hereby or thereby of the entry into this Agreement; (4) any change or effect generally applicable to the industries and markets applicable to or related to the Business or to economic or political conditions or the securities or financial markets in any country or region; (5) any outbreak or escalation of hostilities or war, any act of terrorism, any national emergency, or any act of God, flood, drought, earthquake or other natural disaster, (6) any action taken (or omitted to be taken) at the express written request of the Required Supporting Holders and Knight Hawk, (7) any failure by the Company or other Debtors to meet any projections or forecasts related to the Business, provided that the underlying causes of such failure may be considered in determining whether there has been a Material Adverse Effect, (8) the departure of officers or directors of the Company or any other Debtor not in contravention of the terms and conditions of this Agreement or the other Transaction Documents (but not the underlying facts giving rise to such departure unless such facts are otherwise excluded pursuant to the other exceptions to Material Adverse Effect set forth in this definition) and (9) any litigation or similar action against any Debtor which arises from or relates to the restructuring and recapitalization transactions of the Debtors or the Chapter 11 Cases generally, if such litigation is being defended by such Debtor in good faith, except, in the case of clauses (2), (4) and (5), to the extent any such event, change, effect, condition, circumstance or occurrence that disproportionately affects the Transferred Assets or the Business or the value thereof, in each case taken as a whole, relative to other industry or market participants.

“Material Contracts” means the following Contracts (i) to which any Debtor is a party and such Contracts relate to the Transferred Assets or the Business, or (ii) as to which any portion of any Transferred Asset is subject:

(a) any Contract that can reasonably be expected to result in aggregate payments by or revenues to any party thereto of more than \$100,000 during the current or any subsequent fiscal year (based solely on the terms thereof and without regard to any expected increase in volumes or revenues);

(b) coal purchase and sale, exchange, marketing, transportation, processing, and similar Contracts (in each case) that are not terminable without penalty or further obligation on sixty (60) days or less notice (including any Contract providing for volumetric or monetary commitments or indemnification therefor or for dedication of future production);

(c) any Contract to sell, lease, or otherwise dispose of or encumber any Transferred Assets, other than conventional rights of reassignment arising in connection with the Debtors’ surrender or release of any of the Transferred Assets pursuant hereto;

(d) any Contract that is a disposal contract, injection contract, or similar Contract;

(e) any Contract that constitutes a non-competition agreement or any agreement that purports to restrict, limit, or prohibit the manner in which, or the locations in which, the Business can be conducted, including areas of mutual interest;

(f) any Contract providing for any call upon, option to purchase, or similar rights with respect to any of the Transferred Assets or to the production therefrom or the processing thereof, or is a dedication of production or otherwise requires production to be transported, processed, or sold in a particular fashion;

(g) any Contract that constitutes a partnership agreement, participation agreement, joint venture agreement, or similar Contract;

(h) any Contract that is a Hedge Contract;

(i) any Contract relating to Indebtedness (excluding Permitted Encumbrances, Accounts Receivable in the Ordinary Course of Business, trade or accounts payable and other accrued current liabilities in the Ordinary Course of Business);

(j) any Contract that requires the posting of a security deposit, letter of credit, performance bond or surety;

(k) any Contract that is a collective bargaining agreement;

(l) any Contract under which any Debtor has continuing material indemnification obligations to any Person or under which any Debtor is required to assume any Liability, other than those entered into in the Ordinary Course of Business;

(m) any Contract involving any resolution or settlement of any actual or threatened Proceeding that imposes material continuing obligations on any Debtor that is not fully covered by insurance or that will not have been fully performed prior to the Closing Date;

(n) any Contract that constitutes a lease or license under which any Debtor is the lessor or the lessee of real property;

(o) any Contract that constitutes a lease or license under which any Debtor is the lessor or the lessee of personal property, which lease cannot be terminated by such Debtor upon thirty (30) days or less notice without penalty or further obligation;

(p) any Contract that is a seismic or other geophysical acquisition or sharing agreement or license;

(q) any Contract between any Debtor and any Affiliate of such Debtor;
and

(r) any employment Contract between any Debtor and an employee of Debtor; and

(s) any Contract pursuant to which any Debtor (i) uses any Intellectual Property that is material to the Business (other than “shrinkwrap” and “clickwrap” or other off-the-shelf licenses for generally commercially available software) or (ii) has granted to a third party any right in or to any Intellectual Property that is material to the Business.

“Mining” means the exploration, extraction, processing, storage and transportation of coal and non-coal minerals and to the Reclamation of lands used for such activities.

“Mining and Mining Safety Law” means all Legal Requirements relating to Mining and Mining safety, including (i) SMCRA (including its implementing regulations and any state analogs); (ii) MSHA; (iii) OSHA; (iv) acid and toxic mine drainage requirements; and (v) regulations relating to Mining operations and activities, including Reclamation.

“Mining Financial Assurances” has the meaning set forth in Section 5.7(c).

“MSHA” means the Federal Mine Safety and Health Act of 1977, 30 U.S.C. §§ 801, et seq.

“Multiemployer Plan” means a plan as defined in section 3(37) of ERISA or section 4001(a)(3) of ERISA.

“NewCo” has the meaning set forth in Section 2.1(a).

“Noteholders” has the meaning set forth in the recitals.

“Noteholder HoldCo Equity Conveyance” means an instrument of conveyance or other documentation in form reasonably acceptable to Knight Hawk to issue the HoldCo Equity issuable to Knight Hawk in the Knight Hawk Equity Issuance as agreed in accordance with Section 8.15.

“Noteholder Equity Issuance” has the meaning set forth in the recitals.

“Noteholder Equity Issuance Consideration” has the meaning set forth in Section 3.1.

“Notes Indenture” has the meaning set forth in the recitals.

“Notes Indenture Documents” means the Notes Indenture and all other security agreements and other agreements, documents and instruments executed pursuant thereto, as each may be amended, restated, supplemented, or modified from time to time.

“Offered Employees” has the meaning set forth in Section 8.4(b).

“Operating Agreement” means the limited liability company agreement of HoldCo as amended and restated in connection with the Sale Transaction, in a form consistent with the term sheet dated as of the date hereof (or as otherwise agreed) between Knight Hawk and the Required Supporting Holders, and agreed in accordance with Section 8.15.

“Order” means any award, writ, injunction, judgment, order or decree entered, issued, made, or rendered by any Governmental Authority.

“Ordinary Course of Business” means the ordinary course of business in compliance with applicable Legal Requirements, consistent with past practice (including with respect to quantity and frequency).

“OSHA” means the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et. seq.

“Outside Date” has the meaning set forth in Section 12.1(c).

“Owned Real Property” means all real property owned by any Debtor, and all right, title and interest of such Debtor therein, together with all of such Debtor’s right, title and interest in and to the following: (i) all buildings, structures, systems, hereditaments and Improvements located on such real property owned by such Debtor; (ii) all Improvements owned by such Debtor; and (iii) all easements, if any, in or upon such real property owned by such Debtor, licenses and all rights-of-way, beneficial easements, licenses, and other rights, privileges and appurtenances belonging or in any way pertaining to such real property owned by such Debtor (including the right, title and interest of such Debtor in and to any coal reserves, mineral rights, underground and surface coal and mining rights, royalty rights, support rights and waivers of the same, subsidence rights, water and water rights relating or appurtenant to such real property owned by such Debtor).

“Party” or “Parties” has the meaning set forth in the introductory paragraph.

“Patents” means United States and foreign patents and patent applications, as well as any continuations, continuations-in-part, divisions, extensions, reexaminations, reissues, renewals and patent disclosures related thereto.

“Permits” means any and all permits, licenses, approvals, consents, waivers, franchises, filings, accreditations, registrations, certifications, certificates of occupancy, easements, rights of way, notifications, exemptions, clearances, and authorizations, together with all modifications, renewals, amendments, supplements and extensions thereof and applications therefor, of or from any Governmental Authority.

“Permitted Encumbrances” means those (i) zoning, building codes and other land use Legal Requirements regulating the use or occupancy of Real Property or the activities conducted thereon which are imposed by any Governmental Authority having jurisdiction over such Real Property; (ii) easements, covenants, conditions, restrictions, minor title defects and other similar matters that are of record affecting title to Real Property which do not materially impair the use or occupancy of such Real Property; (iii) matters which would be disclosed by an accurate survey or physical inspection of the Real Property; (iv) Encumbrances specifically permitted by the Confirmation Order (or the Sale Order, if applicable) (v) overriding royalty agreements that encumber real property, are in existence as of the date hereof, and are set forth on Schedule 1.1A; (vi) production payments, royalties, dedication of reserves under supply agreements, mining leases or similar rights or interests granted, taken subject to, or otherwise imposed on properties that are set forth on Schedule 1.1B; and (vii) rights of owners of interests in overlying, underlying or intervening strata and/or mineral interests not owned by the Debtors with respect to tracts of real property where the Debtors’ ownership is only surface or severed mineral or is otherwise subject to mineral severances in favor of one or more third parties..

“Person” means any individual, corporation (including any non-profit corporation), partnership, limited liability company, joint venture, estate, trust, association, organization or other entity or Governmental Authority.

“Petition Date” has the meaning set forth in the recitals.

“Phase I Environmental Site Assessment” means a Phase I environmental property assessment of the Transferred Assets that satisfies the assessment requirements set forth under the current ASTM International Standard Practice for Environmental Site Assessments (Designation E1527-13).

“Plan” means that certain plan under chapter 11 of the Bankruptcy Code (together with all exhibits, schedules, supplements, appendices, annexes and attachments thereto), substantially in the form attached hereto as Exhibit A, which shall, together with any amendments, modifications, or supplements thereto, be in form and substance reasonably acceptable to the Required Supporting Holders and Knight Hawk and, with respect to those provisions of the Plan that involve the Royalty Agreements, to Thoroughbred.

“Post-Petition Cure Costs” has the meaning set forth in Section 2.6(b).

“Prepaid Expenses” means all deposits (including customer deposits and security deposits (whether maintained in escrow or otherwise) for rent, electricity, telephone or otherwise), advances, prepaid expenses, prepayments, rights under warranties or guarantees, vendor rebates and other refunds of every kind and nature (whether or not known or unknown or contingent or non-contingent), except that the deposit pursuant to the CAT Lease, professional fee retainers and prepaid deposits related thereto shall not be included in the definition of “Prepaid Expenses.”

“Pre-Petition Cure Costs” has the meaning set forth in Section 2.6(a).

“Preferential Purchase Right” means any right or agreement that enables any Person to purchase or acquire any Transferred Asset or any interest therein or portion thereof as a result of or in connection with the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby.

“Proceeding” means any Action, arbitration, audit, hearing, cessation order, investigation, litigation, notice of violation or suit (whether civil, criminal, administrative or investigative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Authority.

“Proposed Allocation Statement” has the meaning set forth in Section 8.2(a).

“Real Property” and “Real Properties” means (i) the Owned Real Property; (ii) the Leased Real Property; (iii) all strips and gores and any land lying in the bed of any public road, highway or other access way, open or proposed, adjoining any Owned Real Property; and (iv) all easements, licenses, rights and appurtenances relating to the foregoing to the extent that any Debtor has a legally recognized interest therein.

“Reclamation” means reclamation, revegetation, recontouring, abatement, or control of adverse effects of mining activities.

“Records” has the meaning set forth in Section 2.2(b)(ix).

“Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of a Hazardous Substance into the environment (including the abandonment or discharging of barrels, containers and other closed receptacles containing any Hazardous Substance).

“Representative” means, with respect to a particular Person, any director, officer, employee, agent, consultant, advisor or other representative of such Person, including legal counsel, accountants and financial advisors.

“Required Supporting Holders” means Supporting Holders that hold, in the aggregate, more than 50% of the aggregate principal amount of the Notes held by the Supporting Holders.

“Restructuring Support Agreement” means that certain Restructuring Support Agreement, dated as of October 5, 2017, by and among the Debtors, the Supporting Holders, Knight Hawk, Rhino Resource Partners Holdings LLC, and Thoroughbred Resources, L.P., for itself and on behalf of its affiliates and subsidiaries, as the same may be amended, restated, or otherwise modified in accordance with its terms, together with all exhibits, schedules and attachments thereto.

“Retained Financial Deposit” means a portion of the deposit under the CAT Lease equal to \$1,078,867.

“Review Deadline” has the meaning set forth in Section 8.12.

“Royalty Agreements” means all existing mineral right agreements between certain of the Debtors and Thoroughbred Resources, L.P. set forth on Schedule 1.1C, which will not include that certain Coal Mining Lease and Sublease dated as of February 28, 2014, by and between Thoroughbred Resources, LLC, as Lessor and Thoroughfare Mining, LLC, as Lessee.

“Royalty Deferment Agreement” means that certain Lease Structure and Royalty Deferment Agreement to be entered into between Thoroughbred Resources, L.P., and NewCo based on the principal terms as attached to the Restructuring Support Agreement and containing such final terms reasonably acceptable, and in a form acceptable, to the Required Supporting Holders, Knight Hawk and Thoroughbred.

“Saleable Coal Inventory” has the meaning set forth in Section 3.2.

“Sale Order” means, if applicable, an Order of the Bankruptcy Court, in form and substance reasonably acceptable to the Required Supporting Holders and Knight Hawk, and, with respect to those provisions that involve the Royalty Agreements, to Thoroughbred, pursuant to, *inter alia*, Sections 105, 363 and 365 of the Bankruptcy Code (i) authorizing and approving, *inter alia*, the Sale Transaction free and clear of all Encumbrances and Liabilities (other than Permitted Encumbrances and Assumed Liabilities), (ii) authorizing and approving the

assumption and assignment of the Assigned Contracts to NewCo, (iii) containing a finding that the Supporting Holders and Knight Hawk have acted in “good faith” within the meaning of, and is entitled to the protections of, Section 363(m) of the Bankruptcy Code, (iv) containing a finding that this Agreement was negotiated, proposed and entered into by the Parties without collusion, in good faith and from arm’s length bargaining positions, (v) containing a finding that the Debtors, the Supporting Holders and Knight Hawk have not engaged in any conduct that would cause or permit this Agreement to be avoidable under Section 363(n) of the Bankruptcy Code, (vi) providing that this Agreement and the transactions contemplated hereby may, subject to the terms set forth herein, be specifically enforced against and binding upon, and not subject to rejection or avoidance by any Debtor or their respective estates or any chapter 7 or chapter 11 trustee of the Debtors or other representative of their respective estates, (vii) providing that the Bankruptcy Court shall retain jurisdiction to resolve any controversy or claim arising out of or relating to this Agreement or the breach thereof, (viii) providing that neither the Supporting Holders, Knight Hawk nor any of their respective Affiliates shall be deemed a successor in interest to the Debtors, and (ix) providing that, upon the release of a portion of the Indenture Obligations in an amount equal to the Noteholder Equity Issuance Consideration, the Debtors shall have received fair and reasonably equivalent value for the Transferred Assets.

“Sale Transaction” has the meaning set forth in the recitals.

“Schedule Update” has the meaning set forth in Section 8.12.

“Section 363 Sale” has the meaning set forth in Section 11.1.

“Securities Act” means the Securities Act of 1933, as amended.

“Security Arrangements” has the meaning set forth in Section 8.3(b).

“Service Provider” means any individual engaged to provide services to any of the Debtors, pursuant to a consulting or other independent contractor relationship, directly related to the performance of the Business.

“SMCRA” means the Surface Mining Control and Reclamation Act of 1977, 30 U.S.C. §§1201, et seq.

“Subsidiary” means any entity with respect to which a specified Person directly or indirectly (through one or more intermediaries) has the power, through the direct or indirect ownership of securities or otherwise, to elect a majority of the directors or similar managing body.

“Supporting Holders” has the meaning set forth in the introductory paragraph.

“Surface Interest Instruments” has the meaning set forth in Section 5.6(c).

“Surface Interests” means all rights-of-way, water rights, licenses and easements applicable to, or used or held in connection with the Business or the ownership, operation, maintenance or repair of, or the production, treatment, processing, storing, sale or disposal of coals or produced water from the Transferred Real Property Interests.

“Suspense Funds” means proceeds of production and interest in respect of any of the Transferred Assets that are payable to third parties and are being held in suspense by any Debtor or any of their Affiliates as the operator of such Transferred Assets.

“Tax” or “Taxes” (and with correlative meaning, “Taxable” and “Taxing”) means (i) any and all federal, state, provincial, local, foreign or other taxes, charges, levies, fees, imposts, assessments or similar governmental charges (including any interest, penalties, fines, assessments, additions to tax or additional amounts imposed in connection therewith or with respect thereto), including all net income, gross receipts, capital gains, sales, goods and services, use, ad valorem, value added, franchise, premium, profits, windfall profits, environmental (including taxes under section 59A of the Tax Code), customs duties, inventory, capital stock, license, withholding, branch, payroll, employment, social security, escheat, unclaimed property, unemployment, compensation, utility, production, excise, severance, stamp, occupation, premium, windfall profits, real or personal property, transfer, registration, alternative or add-on minimum and estimated taxes; (ii) any and all liability for the payment of any items described in clause (i) above as a result of being (or ceasing to be) a member of an affiliated, consolidated, combined, unitary or aggregate group (or being included (or being required to be included) in any Tax Return related to such group) and (iii) any and all liability for the payment of any amounts as a result of any express or implied obligation to indemnify any other person, or any successor or transferee liability, in respect of any items described in clause (i) or (ii) above.

“Tax Code” means the Internal Revenue Code of 1986, as amended.

“Tax Return” means any and all returns, declarations, reports, estimates, elections, disclosures, information reports or returns or statements required to be filed with any Governmental Authority in respect of any Taxes, including any claims for refunds of Taxes and any amendments, schedules, attachments or supplements of any of the foregoing.

“TECO Claim” means any negotiation, suit or settlement with respect to any dispute involving the Coal Purchase Agreement, dated January 1, 2017, by and between Armstrong Coal Sales, LLC and Tampa Electric Company.

“Thoroughbred” means Thoroughbred Resources, L.P., for itself and on behalf of its affiliates and subsidiaries.

“Trademarks” means United States, state and foreign trademarks, service marks, logos, slogans, trade dress and trade names, Internet domain names and any other similar designations of source of goods or services, whether registered or unregistered, and registrations and pending applications to register the foregoing, and all goodwill related to or symbolized by the foregoing.

“Transaction Documents” means this Agreement, including the exhibits and schedules hereto, the Plan and any other agreements, instruments or documents entered into between the Parties pursuant to this Agreement or the Plan.

“Transfer and Assumption” has the meaning set forth in the recitals.

“Transfer Period” has the meaning set forth in Section 8.8.

“Transfer Taxes” has the meaning set forth in Section 8.1(a).

“Transferred Assets” has the meaning set forth in Section 2.2(b).

“Transferred Employee” or “Transferred Employees” has the meaning set forth in Section 8.4(b).

“Transferred Equipment” has the meaning set forth in Section 2.2(b)(iv).

“Transferred Financial Deposit” means a portion of the deposit under the CAT Lease equal to \$1,597,312.

“Transferred Permits” has the meaning set forth in Section 2.2(b)(v).

“Transferred Real Property Interests” has the meaning set forth in Section 2.2(b)(ii).

“Transition Services Agreement” has the meaning set forth in Section 7.3.

“Treasury Regulations” means the United States Treasury Regulations promulgated under the Tax Code, as amended from time to time, including the corresponding provisions of any successor regulations.

“Trustee” means Wells Fargo Bank, N.A., in its capacity as trustee and collateral agent under the Notes Indenture Documents.

“Update Date” has the meaning set forth in Section 8.12.

“Unpaid Post-Petition Amounts” has the meaning set forth in Section 2.6(b).

“Unwritten Agreement” means any legally binding agreement, contract, obligation, promise, undertaking, lease, sublease, purchase order, arrangement, license, commitment, or other binding arrangement or understanding that is oral or otherwise not in writing.

“WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988, as amended, any similar Legal Requirement and the rules and regulations thereunder.

“Wind Down Date” has the meaning set forth in Section 8.14.

“Workers’ Compensation Liabilities” means any liabilities or benefit obligations related to workers' compensation claims and benefits arising under Legal Requirements.

1.2 Other Definitions and Interpretive Matters.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

Calculation of Time Period. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period (or if any other date specified in this Agreement for giving any notice or taking any action) is a day other than a Business Day, then the period (or date) in question shall end on (or be deemed to be) the next succeeding Business Day.

Dollars. Any reference in this Agreement to \$ means United States dollars.

Exhibits/Schedules/Disclosure Schedules. All Exhibits, Schedules and Disclosure Schedules attached or annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit, Schedule or Disclosure Schedule but not otherwise defined therein shall be defined as set forth in this Agreement.

Gender and Number. Any reference in this Agreement to gender includes all genders, and words imparting only the singular number include the plural and vice versa.

Headings. The provision of a table of contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement. All references in this Agreement to any “Section” or “Article” are to the corresponding Section or Article of this Agreement unless otherwise specified.

Herein. Words such as “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires.

Including. The word “including” or any variation thereof means “including, without limitation,” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it.

(b) No Strict Construction. The Parties participated jointly in the negotiation and drafting of this Agreement, and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. Without limitation as to the foregoing, no rule of strict construction construing ambiguities against the draftsperson shall be applied against any Person with respect to this Agreement.

ARTICLE II

Organization and Transfer and Assumption

2.1 Organization of HoldCo and NewCo. Prior to effecting the transactions contemplated by Section 2.2 through Section 2.5:

(a) Company shall form or cause to be formed (i) a new Delaware limited liability company (“HoldCo”), which shall be wholly owned by Company and (ii) one or, if designated by the Required Supporting Holder and Knight Hawk, more than one new Delaware limited liability companies (“NewCo”), which shall be wholly owned by HoldCo. Other than as provided in clauses (i) and (ii) hereunder, neither HoldCo nor NewCo will have any other equity interests or third party debt outstanding other than Assumed Contracts to the extent such Assumed Contracts constitute Indebtedness.

(b) Company shall cause (i) HoldCo to be treated as a disregarded entity for U.S. federal and applicable state and local income tax purposes and (ii) NewCo to be treated as a disregarded entity for U.S. federal and applicable state and local income tax purposes unless otherwise directed in writing by the Required Supporting Holders and Knight Hawk, in which case Company will cooperate (including by filing an IRS Form 8832 in connection with the Transfer and Assumption) to elect to treat NewCo as a corporation for U.S. federal and applicable state and local income tax purposes.

2.2 Transferred Assets.

(a) Pursuant to Sections 363 or 1123(b)(4) of the Bankruptcy Code, among other provisions, upon the terms and subject to the conditions of this Agreement and the Plan, at the Closing, the Debtors shall transfer, assign, convey and/or deliver, or cause to be transferred, assigned, conveyed and/or delivered, as appropriate, to NewCo (or a designated purchaser as directed by the Required Supporting Holders and Knight Hawk), free and clear of all Encumbrances and Liabilities (other than Permitted Encumbrances and Assumed Liabilities), all of the Transferred Assets.

(b) The “Transferred Assets” means all right, title and interest of the Debtors in, to and under all assets, properties, rights and interests of every kind and description, tangible or intangible, used or held for use in the conduct of the Business, as the same shall exist as of immediately prior to the Closing, but in each case, expressly excluding all Excluded Assets, but otherwise including for the avoidance of doubt:

(i) all inventory (other than coal inventory) of any kind or nature, merchandise and goods, related to the Business or the Transferred Assets and maintained, held or stored by or for the Debtors, whether or not prepaid, and wherever located, held or owned, and any prepaid deposits for any of the same, including all coal inventory located upon or within real property of the Debtors or belonging to the Debtors and disposables and consumables used, or held for use, in connection with the Business, including any goods in transit (“Inventory”);

(ii) (A) all Owned Real Property described on Schedule 2.2(b)(ii) attached hereto (collectively, the “Transferred Owned Real Property”), (B) all Leased Real Property to the extent the Leases related thereto are Assigned Contracts, including all advance royalty balances and other rights under such Leases (collectively, the “Assigned Leases”), and (C) all Surface Interests to the extent such Surface Interests are Assigned Contracts (together with the Transferred Owned Real Property and Assigned Leases, the “Transferred Real Property Interests”);

(iii) all coal inventory or related minerals produced or mined from or attributable to the Transferred Real Property Interests, including all Saleable Coal Inventory;

(iv) all Improvements, equipment, machinery and other tangible personal property located on, used or held for use or obtained in connection with the ownership or operation of the Transferred Real Property Interests, including tanks, boilers, plants, buildings, field offices and other structures, fixtures, injection facilities, saltwater disposal facilities, pumping units, machinery, power and other utility lines, roads, computer and automation equipment, telecommunications equipment, field radio telemetry and associated frequencies and licenses, pressure transmitters, central processing equipment, tools, spare parts, warehouse stock, all vehicles and other rolling stock (and all equipment used in connection with such rolling stock, including safety equipment, special tools, dynamometers, hand tools and fluid level equipment), and all other appurtenances, improvements, facilities materials, supplies, machinery, equipment, furniture, fixtures and other personal property located on any property owned or leased by the Debtors or used or held for use in the Business or obtained in connection with the ownership, maintenance or operation of the Transferred Real Property Interests, including the items described on Schedule 2.2(b)(iv) (collectively, the “Transferred Equipment”) and any rights of the Debtors to the warranties and licenses received from manufacturers of such Transferred Equipment or any component thereof;

(v) to the extent transferable pursuant to applicable Legal Requirements, all Permits held by the Debtors and related to the ownership, operation or use of the Transferred Assets or the conduct of the Business (collectively, the “Transferred Permits”)

(vi) the Contracts listed on Schedule 2.6(c) attached hereto, including all Royalty Agreements, as such Exhibit may be subsequently amended pursuant to Section 2.6 (collectively, the “Assigned Contracts”);

(vii) all Geological and Geophysical Information;

(viii) all claims, refunds, abatements, variances, allocations, causes of action, claims for relief, choses in action, insurance policies and benefits and rights to proceeds thereunder, rights of recovery, rights of setoff, rights of indemnity, contribution or recoupment, warranties, guarantees, counter-claims, cross-claims and defenses of the Debtors, in each case, to the extent related to the Business or the Transferred Assets, except to the extent related solely to any Excluded Assets or Excluded Liabilities;

(ix) all information, books, databases, files, records and data (whether in written or electronic format) relating to any Transferred Assets, Transferred Employees or to any Assumed Liabilities except for (A) records that any Debtor is prohibited from disclosing or transferring under any applicable Legal Requirement, (B) information entitled to legal privilege, including attorney work product and attorney client communications (except for title opinions, which shall be included in the Records), and (C) economic projections and records of offers from, or negotiations with, the Supporting Holders or third parties with respect to any proposed transfer of any of the Transferred Assets and economic analyses associated therewith, including, subject to the exceptions set forth above in clauses (A), (B) and (C), all: (1) reserve, land, operation, production, engineering, preparation, marketing, transportation and other files and records, including all lease records, division order records, property ownership reports and files, contract files and records, title records (including abstracts of title, title opinions and memoranda, and title curative documents), correspondence, production records, prospect files and other prospect information, supplier lists and files, customer lists and files, regulatory files, environmental and health and safety files (excluding employee medical records), and Tax and financial accounting records and (2) data including proprietary and non-proprietary engineering, geological, geophysical and seismic data, files and records (but only to the extent transferable without material restriction (including a material restriction against assignment without prior consent), other than restrictions that are unenforceable under the Bankruptcy Code or that are removed by the Confirmation Order (or the Sale Order, if applicable)), inclusive of maps, logs, core analysis, formation tests, cost estimates, studies, plans, prognoses, surveys and reports, and including raw data and any interpretive data or information relating to the foregoing, and any other proprietary data in the actual possession or control of any Debtor or which any Debtor has the right to obtain (either without the payment of money or delivery of other consideration or unreasonable burdensome effort) and, in each case, relating to the ownership, operation, development, maintenance or repair of, or the production, treatment, processing, storing, sale or disposal of coals or produced water from, the Transferred Assets; *provided*, that if any Records can only be assigned with a fee or penalty owed to any third party, no Debtor shall have any obligation to bear such fee or penalty (collectively, the “Records”);

(x) all rights to subside lands associated with Mining operations and all rights to the waiver of and release from subsidence liability and indemnity rights under any and all conveyances, representations and instruments or agreements of any kind and nature applicable to the Debtors’ coal Mining activities and interests, except to the extent related to the Excluded Assets or the Excluded Liabilities;

(xi) all Intellectual Property, except to the extent related to the Excluded Assets or the Excluded Liabilities;

(xii) all Suspense Funds;

(xiii) the Transferred Financial Deposit;

(xiv) all Prepaid Expenses, except to the extent related to the Excluded Assets or the Excluded Liabilities; and

(xv) cash in an amount equal to all Unpaid Post-Petition Amounts.

Between the Execution Date and the Closing, the Debtors shall use commercially reasonable efforts and seek in good faith to obtain any consent or waiver required from a third party or Governmental Authority that is necessary to transfer any asset that would otherwise be a Transferred Asset but for such failure to obtain the applicable consent or waiver, provided that in no event shall Company be required to incur out-of-pocket, third party costs or make a payment to a third party (including a Governmental Authority) in exchange for such consent or approval of such transfer; provided further that at the written request of the Required Supporting Holders and Knight Hawk, the Company shall complete any applicable customary applications or filings with Governmental Authorities and pay any fees and expenses related thereto at such cost to be borne 50-50 between the Company on the one hand, and NewCo on the other hand. It is the intention of the Parties that NewCo acquires, leases or subleases all assets, properties and rights necessary for the operation of the Business as currently conducted, including all mining, processing, loading, transporting, marketing, and selling of coal and all reclamation activities, but excluding the Excluded Assets. Subject to Section 2.6, if, at any time after the Closing, it is discovered that certain assets, properties or rights, including rights under Contracts and fractional real property interests, owned, leased or subleased by the Debtors or any of their Affiliates, other than the Excluded Assets, were not included in the Transferred Assets to be conveyed to NewCo, and such assets, properties or rights are needed by NewCo in the operation of the Business, including all mining, processing, loading, transporting, marketing, and selling of coal and all reclamation activities, then to the extent assignable, the Debtors or their Affiliates shall assign, convey, lease or sublease, as applicable, such assets, properties, or rights to NewCo, in each case upon the reasonable request of NewCo; *provided, however*, that this obligation shall not include the assignment, conveyance, lease or sublease of any Excluded Asset other than Contracts that the Parties mutually agree were omitted from Schedule 2.2(b)(vi) in error.

Notwithstanding anything in this Agreement to the contrary, any such assets, properties, rights and interests that cannot be assigned or otherwise transferred as a result of any applicable Legal Requirement or otherwise cannot be transferred without third party consent (including any applicable consent from a Governmental Authority) shall not be transferred at the Closing if a waiver or consent has not been obtained as of the Closing. If any Transferred Asset is not assigned as a consequence of the foregoing, then such Transferred Asset shall be deemed an Excluded Asset as of the Closing; provided, that (i) the Debtors and NewCo shall continue to work in good faith after the Closing to obtain any necessary consent or waiver to transfer such asset at which point it will be deemed a Transferred Asset and (ii) the Company shall use commercially reasonable efforts to enter into arrangements at the Closing to provide NewCo with substantially the same economic claims, rights and benefits of any such asset that has been deemed an Excluded Asset for so long as such asset is deemed an Excluded Asset.

2.3 Excluded Assets. Notwithstanding the foregoing, the Transferred Assets shall not include, and there is excepted, reserved and excluded from the transaction contemplated hereby, the following (collectively, the “Excluded Assets”):

- (a) any Unwritten Agreement;

(b) all cash and cash equivalents, including the Debtors' rights to receive cash or cash equivalents on account of the release of collateral securing surety bonds, coal supply agreements or any other Contracts or obligations of any kind including the Retained Financial Deposit (other than Suspense Funds and the Transferred Financial Deposit), subject to Section 2.2(b)(xiv);

(c) all Accounts Receivable;

(d) any Equity Interests of the Debtors or any securities convertible into, exchangeable or exercisable for Equity Interests of the Debtors, other than the HoldCo Equity and Equity Interests of HoldCo's Subsidiaries as provided herein and in the Plan;

(e) all minute books, stock ledgers, corporate seals and stock certificates of the Debtors;

(f) all (i) corporate, financial, Tax, and legal records of any Debtor that relates to such Debtor's business generally (excepting the same to the extent relating to the Assumed Liabilities and/or the Transferred Assets) and (ii) books, records and files that relate solely to any Excluded Liabilities, Employees who do not become Transferred Employees and/or Excluded Assets;

(g) all Excluded Contracts;

(h) all rights to any refunds of Taxes (or other related costs or expenses) that are borne by or the responsibility of any Debtor or attributable to any Tax asset of any Debtor;

(i) subject to Section 8.7 and solely to the extent unrelated to the Business, all insurance policies and rights to proceeds thereunder and refunds of premiums therefore (including for the avoidance of doubt, any rights under the Debtors' director and officer insurance policies);

(j) other than the Transferred Permits, all Permits and pending applications therefor;

(k) all good faith or bid deposits submitted by any third party purchaser or potential purchaser of any of the Debtors' assets;

(l) subject to Section 8.7 and solely to the extent unrelated to the Business, all claims, refunds, abatement, variances, allocations, causes of action, claims for relief, choses in action, rights of recovery, rights of setoff, rights of indemnity, contribution or recoupment, counter-claims, cross-claims and defenses of any Debtor;

(m) all rights, claims or causes of action by or in the right of the Debtors against any current or former director or officer of the Debtors;

(n) the Avoidance Actions;

(o) any documents withheld or not transferred pursuant to the exceptions set forth in Section 2.2(b)(ix);

(p) all Hedge Contracts;

(q) other than Prepaid Expenses, any refunds due to any Debtor by a third party for any overpayment of rentals, royalties, excess royalty interests or production payments attributable to the Transferred Assets, except to the extent necessary to offset any underpayment to a third party of rentals, royalties, excess royalty interests or production payments attributable to the Transferred Assets, with respect to any period of time prior to the Closing Date;

(r) all rights to the use of deposits and retainers to the extent held and applied by Debtors' professionals on or before sixty (60) days after the earlier to occur of (i) the effective date of a chapter 11 plan, (ii) the conversion of the Chapter 11 Cases to cases under chapter 7 of the Bankruptcy Code or (iii) the dismissal of the Chapter 11 Cases by the Bankruptcy Court;

(s) any rights, claims or causes of action of the Debtors under this Agreement or any other Transaction Document;

(t) any claims, refunds, rights or benefits arising out of or relating to the TECO Claim; and

(u) any assets set forth on Schedule 2.3(t).

2.4 Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, at the Closing, NewCo shall execute and deliver to Company the Assumption Agreement containing customary terms and conditions as reasonably agreed in good faith in accordance with Section 8.15 (the "Assumption Agreement") pursuant to which NewCo shall assume and agree to discharge, when due (in accordance with their respective terms and subject to the respective conditions thereof), only the following Liabilities of the Debtors or Liabilities otherwise relating to the Business or the Transferred Assets (except to the extent constituting an Excluded Liability) and no other Liabilities (collectively, the "Assumed Liabilities");

(a) Assigned Contracts; Transferred Real Property Interests. All Liabilities under the Assigned Contracts and Transferred Real Property Interests solely to the extent arising on or after the Closing and Liabilities that are satisfied or discharged by payment of Pre-Petition Cure Costs (including, for the avoidance of doubt, (i) all monetary defaults under the Royalty Agreements that arose prior to the Petition Date and (ii) any Assigned Contracts for which the Pre-Petition Cure Costs were set at \$0.00 and approved as such by virtue of the Confirmation Order (or the Sale Order, if applicable) or such other Order authorizing the assumption by the Debtors and assignment to NewCo of such Assigned Contracts).

(b) Pre-Petition Cure Costs. All Pre-Petition Cure Costs.

(c) Transfer Taxes. All Transfer Taxes, if any.

(d) COBRA. Any obligation to make COBRA continuation coverage (within the meaning of section 4980B of the Tax Code and the Treasury Regulations thereunder) available to all “M&A qualified beneficiaries” (within the meaning of Treasury Regulations §54.4980B-9, Q&A-4) with respect to the transactions contemplated hereby.

(e) Black Lung Assumed Liabilities. Any and all (i) claims relating to employee health and safety, including claims for injury, sickness, disease or death, of any Transferred Employee, including any Workers' Compensation Liabilities, arising out of an event that occurs after the Closing Date, and (ii) any and all Black Lung Liabilities of any Transferred Employee first occurring on or after the lapse of the statutory period following the Closing Date for NewCo to become a responsible operator to and with respect to such Transferred Employee under the Black Lung Benefits Act.

(f) Permits; Financial Assurance Obligations; AROs; Reclamation Liabilities. All Liabilities to the extent arising out of or relating to (i) the Transferred Permits; (ii) Reclamation and post-mining operation Liabilities associated with the Transferred Assets; (iii) compliance with performance obligations or standards under the Transferred Permits and associated Legal Requirements; and (iv) asset retirement obligations of any Debtor or obligations to maintain, replace and/or increase bonds or other financial assurance instruments associated with the Transferred Assets, including the Transferred Permits, excluding, in each of the preceding clauses (i) through (iv), any monetary fines and penalties for violations occurring on or prior to the Closing (whether or not disclosed on a Disclosure Schedule hereto) (such excluded fines and penalties, collectively, the “Excluded Pre-Closing Fines”) and any Excluded Unrelated Environmental Liabilities.

The assumption by NewCo of the Assumed Liabilities shall not, in any way, enlarge the rights of any third parties relating thereto.

2.5 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, NewCo shall not assume and shall not be obligated to assume or be obliged to pay, perform or otherwise discharge any Liability of the Debtors, and the Debtors shall retain and be solely and exclusively liable with respect to, all Liabilities of the Debtors, excluding only the Assumed Liabilities (such Liabilities other than Assumed Liabilities, collectively, the “Excluded Liabilities”). For purposes of clarity, and without limitation of the generality of the foregoing, the Excluded Liabilities shall include each of the following Liabilities of the Debtors:

(a) all Liabilities under Hedge Contracts of the Debtors;

(b) all Indebtedness of any Debtor; all guarantees of third party obligations by the Debtors and reimbursement obligations to guarantors of the Debtors' obligations or under letters of credit; and all Liabilities of the Debtors to any owner or former owner of capital stock or warrants, or holder of Indebtedness;

(c) except for Pre-Petition Cure Costs, all accrued expenses and accounts payables, including Unpaid Post-Petition Amounts;

(d) all Taxes of Company or any of its Subsidiaries, other than Transfer Taxes;

(e) all Actions and Proceedings initiated prior to the Closing, including those set forth on Disclosure Schedule 5.15, or that are initiated after Closing and relate to any Excluded Liabilities, and all Liabilities arising as a result of any such Actions or Proceedings;

(f) all Excluded Employee Liabilities;

(g) all Liabilities under the WARN Act with respect to Employees who do not become Transferred Employees or, with respect to Transferred Employees, Liabilities that arise prior to or as of the Closing;

(h) except for Pre-Petition Cure Costs, all Liabilities attributable to, arising out of or in connection with, or that are based upon accounting for, failure to pay or the incorrect payment to any royalty owner, overriding royalty owner, or other interest holder under the Transferred Real Property Interests insofar as the same are attributable to periods and coals produced prior to the Closing;

(i) all Post-Petition Cure Costs and all Cure Costs with respect to any Contract that is not an Assigned Contract;

(j) all Liabilities attributable to, arising out of or in connection with, or that are based upon (1) the acts or omissions of the Debtors or any Affiliate of the Debtors as operator of any of the Transferred Assets, (2) property damage or bodily injury, illness or death arising out of, incident to or in connection with operations on any of the Transferred Assets prior to the Closing, (3) disposal or transportation of any Hazardous Substances from the Transferred Assets prior to the Closing, (4) Liabilities of any Debtor to any of its Affiliates, or (5) except for the Assumed Liabilities specifically described in Section 2.4 above, the ownership, operation, use, maintenance or other disposition of any of the Transferred Assets or the Business prior to the Closing;

(k) all Liabilities of any Debtor or any of their Affiliates relating to or arising from unfulfilled commitments, quotations, purchase orders, customer orders or work orders prior to the Closing Date that are not validly and effectively assigned to NewCo pursuant to this Agreement;

(l) any Excluded Pre-Closing Fines;

(m) other than the Assumed Liabilities pursuant to Section 2.4(f), all Liabilities attributable to, arising out of, or in connection with the failure by any Debtor or any of its Affiliates to comply with any Legal Requirements or Order by any Governmental Authority including any such obligations or Liabilities arising as a result of any Debtor's failure to comply with the terms of any Legal Requirements;

(n) all Liabilities attributable to, arising out of or in connection with any coal sales or other goods sold or any service provided by the Debtors or their Affiliates,

attributable to, arising out of or in connection with events occurring on or prior to Closing, excluding any Liability with respect to any delivery or service to be provided by NewCo following the Closing and that is not first due until after the Closing, but including any such Liability or obligation (i) pursuant to any express or implied representation, warranty, agreement, coal specification undertaking or guarantee made by any Debtor or any Affiliate of such Debtor, or alleged to have been made by Debtor or any Affiliate of such Debtor, (ii) imposed or asserted to be imposed by operation of Legal Requirements, or (iii) pursuant to any doctrine of product liability, in each case to the extent arising out of or related to events occurring on or prior to Closing;

(o) all Liabilities (whether arising before, on or after Closing) with respect to or otherwise attributable to, arising out of or in connection with any employee or former employee of any Debtor or any Affiliate of any Debtor (or any individual who applied for employment with any Debtor) who is not a Transferred Employee;

(p) all trade accounts payable, all accrued operating expenses and other current liabilities of the Debtors related to the Business;

(q) except for those Liabilities set forth in Section 2.4(f), all Liabilities pursuant to Environmental Law arising from or related to any use, transportation, Release, treatment, storage, or disposal of, or human exposure to, Hazardous Substance at any location not originating from the Purchased Assets or related to the Business (the “Excluded Unrelated Environmental Liabilities”); and

(r) all Liabilities under, arising out of or related to any of the Excluded Assets;

(s) all Liabilities with respect to any costs, fees and expenses (including all legal, accounting, financial advisory, valuation, investment banking and other third party advisory or consulting fees and expenses) incurred by or on behalf of any Debtor in connection with or arising from the Chapter 11 Cases or the transactions contemplated by this Agreement or the other Transaction Documents;

(t) except for Pre-Petition Cure Costs, all Liabilities existing prior to the filing of the Chapter 11 Cases that are subject to compromise under the Chapter 11 Cases;

(u) all Liabilities relating to any theories of any Legal Requirement or equity involving successors or transferees; and

(v) all Liabilities and obligations of Company under this Agreement and the other Transaction Documents.

2.6 Assigned Contracts and Cure Costs.

(a) On the Closing Date, as part of the Contribution made pursuant to Section 4.4(a), Knight Hawk shall provide HoldCo with sufficient funds to allow HoldCo to make available to NewCo, and Knight Hawk and the Supporting Holders shall cause HoldCo to make available to NewCo, such funds to pay (or cause to be paid), pursuant to Section 365 of the

Bankruptcy Code and the Confirmation Order (or the Sale Order, if applicable), any and all cure and reinstatement costs or expenses that are required to be paid under sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts and that arose prior to the Petition Date, including, for the avoidance of doubt, all monetary defaults under the Royalty Agreements that arose prior to the Petition Date (the “Pre-Petition Cure Costs”). For the avoidance of doubt, (i) NewCo shall pay (or cause to be paid) all Cure Costs in cash at such time as is provided in the preceding sentence or as otherwise provided in Section 2.6(e), (ii) the Pre-Petition Cure Costs are separate and apart from, and in addition to, the Noteholder Equity Issuance Consideration and, (iii) none of Knight Hawk, NewCo or the Supporting Holders shall be required to make any payment of Cure Costs for, and shall not assume any Liabilities with respect to, any Contract that is not an Assigned Contract. Notwithstanding anything else to the contrary herein, all Royalty Agreements shall be assumed and assigned to NewCo or otherwise conveyed to NewCo and all Pre-Petition Cure Costs thereunder paid by NewCo or the Debtors on or prior to the Effective Date.

(b) On or prior to December 6, 2017, Company shall deliver to Knight Hawk a Schedule 2.6(b) that sets forth each Executory Contract and Company’s good faith estimate of the amount of (i) the Pre-Petition Cure Costs and (ii) any and all cure and reinstatement costs or expenses that are required to be paid under sections 365(b)(1)(A) and (B) of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contracts and that arose on or after the Petition Date but prior to the Closing, including amounts necessary to cure all monetary defaults under the Royalty Agreements that arise on or after the Petition Date (“Post-Petition Cure Costs” and together with the Pre-Petition Cure Costs, the “Cure Costs”), payable in respect of each such Executory Contract (and if no Cure Cost is estimated to be payable in respect of any particular Executory Contract, the amount of such Cure Cost designated for such Contract shall be “\$0.00”). On the Closing Date, the Debtors shall provide HoldCo with sufficient funds, which HoldCo shall make available to NewCo, to pay (or cause to be paid), (x) pursuant to Section 365 of the Bankruptcy Code and the Confirmation Order (or the Sale Order, if applicable), any and all Post-Petition Cure Costs that have not been paid before the Closing, and (y) the amounts that are accrued as of the Closing but not yet due and payable with respect to the Assigned Contracts (clauses (x) and (y) collectively, “Unpaid Post-Petition Amounts”).

(c) On or prior to December 9, 2017, and subject to the Required Supporting Holders’ and Knight Hawk’s rights under Section 2.6(e) below to subsequently amend such designations, the Supporting Holders and Knight Hawk will deliver to Company a Schedule 2.6(c), to be determined in the Required Supporting Holders’ and Knight Hawk’s sole discretion, which shall be a schedule of the Executory Contracts to be assumed by the Debtors and assigned to NewCo (as Assigned Contracts) at the Closing. Company shall provide sufficient notice under the Bankruptcy Code and local rules of the Bankruptcy Court to all counterparties to the Assigned Contracts of their assumption or rejection and, with respect to the Assigned Contracts to be assumed, also provide a schedule of Pre-Petition Cure Costs and Post-Petition Cure Costs. Any Executory Contracts that are not set forth on Schedule 2.6(c), as amended in accordance herewith, shall be Excluded Contracts. Notwithstanding anything to the contrary herein, all Royalty Agreements shall be listed on Schedule 2.6(c).

(d) In accordance with the procedures set forth in the Plan, Company shall deliver a written notice in a form reasonably acceptable to the Required Supporting Holders and Knight Hawk of the proposed assignments of the Executory Contracts and the proposed Cure Costs for each Executory Contract to all non-Debtor parties of Executory Contracts, with such notice providing to each non-Debtor party notice of (i) the proposed assumption and assignment and the Cure Cost for such Executory Contract and (ii) the objection deadline for such non-Debtor party to object to the proposed Cure Cost. Subject to the limitations set forth herein, and in the Plan, to the extent that any objections are received from such non-Debtor parties in response to such notice, the Debtors shall use their commercially reasonable efforts to resolve such disputes with the applicable non-Debtor party, subject to the consent (not to be unreasonably withheld, conditioned or delayed) of Required Supporting Holders and Knight Hawk.

(e) At any time prior to the Designation Deadline, the Required Supporting Holders and Knight Hawk shall have the right, which may be exercised by the Required Supporting Holders and Knight Hawk in their mutual discretion, to provide written notice to Company (each such notice, a “Contract Notice”) of their election to designate any Executory Contract (including any Contract that is an Assigned Contract immediately before such designation) (1) as an Excluded Contract, and upon such designation such Contract shall constitute an Excluded Contract and, if applicable, shall cease to constitute an Assigned Contract or (2) to the extent not already rejected, as an Assigned Contract and upon such designation such Contract shall constitute an Assigned Contract and shall cease to constitute an Excluded Contract. If, at any time after the Designation Deadline, the Pre-Petition Cure Costs fixed by the Bankruptcy Court for any Assigned Contract are (i) greater than the amount set forth on the initial schedule of Pre-Petition Cure Costs filed by Company with the Bankruptcy Court prior to the Designation Deadline and (ii) are not consented to by the Required Supporting Holders and Knight Hawk, then the Required Supporting Holders and Knight Hawk shall be permitted, no later than two (2) Business Days after entry of an order by the Bankruptcy Court setting such Pre-Petition Cure Costs, to provide Company a Contract Notice of their election to revoke their designation of any such Contract as an Assigned Contract and thereupon such Contract shall be deemed to be an Excluded Contract for all purposes of this Agreement. The Parties shall amend Schedule 2.6(c) to reflect changes made pursuant to this Section 2.6(e). Notwithstanding the foregoing, no Royalty Agreement shall be designated as an Excluded Contract.

(f) If the Required Supporting Holders and Knight Hawk exercise their rights in Section 2.6(e) above to designate a Contract, including a Contract that was an Assigned Contract immediately before such designation, as an Excluded Contract, there shall be no reduction in the Noteholder Equity Issuance Consideration as a result of such designation or change in designation.

2.7 Further Assurances.

(a) From time to time following the Closing, Company and NewCo shall, and shall cause their respective controlled Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, assignments, releases and other instruments, and shall take such further actions, as may be reasonably necessary or appropriate (i) to fully transfer from the Debtors to NewCo of all of the Transferred Assets, (ii) to cause NewCo to fully

assume the Assumed Liabilities, and (iii) to otherwise make effective the Sale Transaction contemplated hereby; *provided, however*, nothing in this Section 2.7 shall require NewCo or any of its respective Affiliates to assume any of Debtors' Liabilities other than the Assumed Liabilities. Notwithstanding the foregoing, nothing in this Section 2.7 shall prohibit Company or any of its Affiliates from ceasing operations or winding up its affairs following the Closing.

(b) Without limiting the generality of Section 2.7(a), if an Affiliate of Company that is a Debtor owns interests in any property or asset that constitutes a Transferred Asset and that is not conveyed or assigned to NewCo at the Closing pursuant to this Agreement, then Company shall cause such Affiliate to convey such interests to NewCo by appropriate instrument.

2.8 Apportionment and Real and Personal Property Tax Matters.

(a) All rentals and royalties, excluding all un-recouped minimum royalties existing as of the Closing which shall be transferred to NewCo with the Assigned Leases, payable by Debtors to the lessors or sublessors under the Assigned Leases shall be apportioned as of the Closing Date (on a per diem basis to the extent practicable).

(b) All ad valorem Taxes and unmined mineral Taxes due and payable by any Debtor and levied with respect to all Transferred Real Property Interests and all personal property constituting the Transferred Assets and any portion thereof for the year in which the Closing occurs shall be prorated per diem as of the Closing Date, with Debtors responsible for all such Taxes applicable to the period prior to and including the Closing Date and with NewCo responsible for all such Taxes applicable to the period after the Closing Date. If the amount of any such Taxes is not known as of the Closing Date, such Taxes shall be prorated based on the Tax bills for the immediately preceding year, and the Parties will, on a post-Closing basis, re-prorate such Taxes once the actual Taxes are known, and shall remit to each other any amounts owed. Each Debtor shall, prior to the Closing Date, pay all assessments and ad valorem Taxes owed by such Debtor and levied with respect to the Transferred Assets due and payable for all periods prior to the Closing Date. Each Debtor shall cause, to the extent reasonably practical, all meters measuring the consumption of water, gas, electricity or other utilities to be read prior to the Closing Date, and the apportionment to be made on account of such utilities shall be made pursuant to such readings; provided, however, that if and to the extent the meter readings cannot be obtained prior to the Closing Date, the apportionment of utilities at Closing shall be completed based upon the average of the three (3) months' prior bills.

ARTICLE III

Sale Transaction; Consideration

3.1 Sale Transaction. Upon the terms and subject to the conditions of this Agreement and the Plan, on the Closing Date, (a) immediately upon the consummation of the Transfer and Assumption, the Noteholder Equity Issuance shall be consummated in satisfaction of \$90,000,000 of Indenture Obligations (the "Noteholder Equity Issuance Consideration") and (b) immediately upon the consummation of the Noteholder Equity Issuance, the Knight Hawk Equity Issuance shall be consummated.

3.2 Saleable Coal Inventory. In addition to the consideration to be paid by Knight Hawk under Section 2.6 and in accordance with Section 4.4(a), Knight Hawk shall provide HoldCo, who shall provide NewCo, with sufficient funds to pay to the applicable Debtor(s) at Closing, the Inventory Purchase Price for the Saleable Coal Inventory, in each case, as of 12:01 am CST on the Closing Date. As used herein, the term “Inventory Purchase Price” means the lower of cost or market, determined in accordance with GAAP and with Company’s past practice, and deducting with respect to raw coal all processing costs to be incurred, for each ton of Saleable Coal Inventory. As used herein, the term “Saleable Coal Inventory” means (i) all clean, processed severed coal of a saleable quality on a blended basis at each clean coal stockpile or loadout as set forth on Schedule 3.2, plus (ii) the anticipated clean coal yield of all stockpiled raw coal awaiting processing located at the preparation plant of a Debtor awaiting processing, taking into account the most current yield of the applicable plant, on a blended basis. For the avoidance of doubt, Saleable Coal Inventory does not include the severed coal making up the pad of a stockpile. The quantity of raw and clean severed coal and the anticipated yield of raw coal for purposes of computing clean coal equivalent will be determined by Engineer, and Engineer’s determination of the amount of Saleable Coal Inventory as of 12:01 am CST on the Closing Date shall be final and binding on the Parties unless they mutually agree to an adjustment due to an error in Engineer’s calculation that is apparent on the face of such calculation. Knight Hawk, on the one hand, and Debtors, on the other hand, shall each bear fifty percent (50%) of the fees and expenses of Engineer.

3.3 Substantially Contemporaneous Transactions. All transactions consummated at the Closing in connection with the consummation of the Sale Transaction shall be deemed to have occurred substantially contemporaneously in accordance with the terms of this Agreement, and no such transaction shall be considered consummated unless all such transactions are consummated.

ARTICLE IV

Closing

4.1 Closing Date. Upon the terms and subject to the conditions hereof and under the Plan, the closing of the Sale Transaction and the other transactions contemplated hereby and under the Plan to take place and become effective on the Effective Date (the “Closing”) shall take place and become effective upon the Effective Date, subject to the satisfaction or waiver of the conditions set forth in Article IX and Article X hereof (other than conditions that by their nature are to be satisfied at the Closing itself, but subject to the satisfaction or waiver of those conditions). The date and time at which the Closing actually occurs is hereinafter referred to as the “Closing Date”.

4.2 Supporting Holders’ Deliveries. At the Closing, and subject to the simultaneous performance by the Debtors of their obligations under Section 4.3, the Supporting Holders shall deliver (or cause to be delivered) to the Debtors (or such other Persons where so designated):

(a) the certificates of the Supporting Holders to be received by the Debtors pursuant to Sections 10.1 and 10.2

(b) the Operating Agreement to Knight Hawk, duly executed by an authorized officer of each of the Supporting Holders; and

(c) the Noteholder HoldCo Equity Conveyance to Knight Hawk, duly executed by an authorized officer of HoldCo.

4.3 Debtors' Deliveries. At the Closing, and subject to the simultaneous performance by the Supporting Holders of their obligations under Section 4.2 and Knight Hawk of its obligations under Section 4.4:

(a) the Debtors shall deliver to the Supporting Holders and Knight Hawk:

(i) the Assumption Agreement, duly executed by authorized Representatives of the Debtors and NewCo;

(ii) the Assignments, duly executed by authorized Representatives of the Debtors and NewCo and in recordable form;

(iii) the Debtor HoldCo Equity Conveyance to the Noteholders, duly executed by an authorized officer of Company;

(iv) the Operating Agreement, duly executed by an authorized officer of HoldCo;

(v) the certificates to be received by the Supporting Holders and Knight Hawk pursuant to Sections 9.1 and 9.2;

(vi) a certificate from each Debtor that such Debtor is not a foreign person within the meaning of section 1445(f)(3) of the Tax Code, which certificate shall set forth all information required by, and otherwise be executed in accordance with, Treasury Regulations Section 1.1445-2(b)(2);

(vii) all Records that are located on the Transferred Owned Real Property or Assigned Leases, provided that for the avoidance of doubt, delivery of the conveyance instruments pursuant to Section 4.3(a)(iii) shall be deemed delivery of the Records located on the Transferred Owned Real Property or Assigned Leases; and

(viii) all other endorsements, assignments and other instruments of conveyance and transfer, in form and substance reasonably acceptable to the Required Supporting Holders and Knight Hawk, as may be necessary, to convey and assign the Transferred Assets to NewCo and vest title therein in NewCo (in each case free and clear of all Encumbrances other than Permitted Encumbrances), and such additional documents customary in similar transactions as might be reasonably requested by the Supporting Holders and are reasonably required to consummate the transactions contemplated by this Agreement; and

(b) the Debtors shall pay (or cause to be paid) to HoldCo, pursuant to Section 365 of the Bankruptcy Code and the Confirmation Order (or the Sale Order, if applicable) and this Agreement, any and all Unpaid Post-Petition Amounts.

4.4 Knight Hawk's Deliveries. At the Closing, and subject to the simultaneous performance by the Debtors of their obligations under Section 4.3, Knight Hawk shall:

(a) make a capital contribution to HoldCo in an amount equal to (i) the Pre-Petition Cure Costs, which shall be used by HoldCo to make a capital contribution to NewCo to pay any and all Pre-Petition Cure Costs required to be paid pursuant to Section 2.6(a), plus (ii) the cash value of the Prepaid Expenses for Transferred Assets usable by NewCo and as set forth on Schedule 4.4(a)(ii), *provided, however* such amount shall not exceed \$600,000; *provided, further* that such amount shall immediately thereafter be contributed to NewCo and immediately thereafter, be paid to the Company, plus (iii) the amount of the Inventory Purchase Price, and such additional working capital as may be agreed by the Required Supporting Holders and Knight Hawk (clauses (i) through (iii), collectively, the "Contribution");

(b) deliver (or cause to be delivered) to HoldCo the Operating Agreement, duly executed by an authorized officer of Knight Hawk; and

(c) deliver (or cause to be delivered) to NewCo the Interim Permit Operating Agreement, duly executed by the applicable Debtors, NewCo, and, to the extent necessary, Knight Hawk and any other necessary parties.

ARTICLE V

Representations and Warranties of the Debtors

Except as disclosed in the Disclosure Schedules attached hereto, each of the Debtors hereby jointly and severally represents and warrants to the other Parties as of the Execution Date and as of the Closing Date the following:

5.1 Organization and Good Standing. Each Debtor (a) is an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, (b) has the requisite corporate, partnership or limited liability company power and authority to own or lease and to operate and use its properties and to carry on its business as now conducted and (c) is duly qualified or licensed to do business and is in good standing in each jurisdiction where the character of its business or the nature of its properties makes such qualification or licensing necessary, except for such failures to be so qualified or licensed or in good standing as would not, individually or in the aggregate, have a Material Adverse Effect.

5.2 Authority; Validity; Consents.

(a) Each Debtor has, subject to requisite Bankruptcy Court approval, the requisite corporate, limited liability company or other entity power and authority necessary to enter into and perform its obligations under this Agreement and the other Transaction

Documents to which it is a party and to consummate the transactions contemplated hereby and thereby, and, subject to requisite Bankruptcy Court approval, the execution, delivery and performance of this Agreement and such other Transaction Documents by such Debtor and the consummation by it of the transactions contemplated herein and therein have been duly and validly authorized by all requisite corporate, limited liability company or other entity (as applicable) action. This Agreement has been duly and validly executed and delivered by each Debtor and each other Transaction Document required to be executed and delivered by a Debtor at the Closing will be duly and validly executed and delivered by such Debtor at the Closing. Subject to requisite Bankruptcy Court approval and entry of the Confirmation Order (or the Sale Order, if applicable), this Agreement and the other Transaction Documents constitute the legal, valid and binding obligations of such Debtor, enforceable against such Debtor in accordance with their respective terms, except as such enforceability is limited by general principles of equity.

(b) Subject to requisite Bankruptcy Court approval, except (i) for entry of the Confirmation Order (or the Sale Order, if applicable), (ii) for those notices, filings and consents required in connection with the Chapter 11 Cases, (iii) for notices, filings, consents and approvals from Governmental Authorities in connection with the assignment of certain applicable Transferred Assets to NewCo and which are customarily obtained after assignment of properties similar to such Transferred Assets, and (iv) as set forth on Disclosure Schedule 5.2(b) there are no other consents required and the Debtors are not required to give any other notice to, make any other filing with or obtain any other consent from any Person (including any Governmental Authority) in connection with the execution and delivery of this Agreement and the other Transaction Documents or the consummation or performance of any of the transactions contemplated hereby and thereby, except for such notices, filings and consents, the failure of which to provide, make or obtain, would not, individually or in the aggregate, have a Material Adverse Effect.

5.3 No Conflict. Except for the notices, filings and consents set forth on Disclosure Schedule 5.3 and upon obtaining requisite Bankruptcy Court approval, including entry of the Confirmation Order (or the Sale Order, if applicable), the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions provided for herein and therein will not result in the breach of any terms and provisions of, or constitute a default under, or conflict with, or cause any acceleration of any obligation of any Debtor under (a) any Permit, Lease, or Material Contract by which it or any material Transferred Asset is bound, (b) its Governing Documents, or (c) any applicable Order or Legal Requirement.

5.4 Material Contracts. Except as otherwise set forth on Disclosure Schedule 5.4:

(a) Disclosure Schedule 5.4(a) lists all Material Contracts in effect as of the Execution Date. The Debtors have made available to the other Parties accurate and complete copies of each Material Contract on or prior to the Update Date. Subject to the payment of any Cure Costs, (i) each Material Contract is a valid and binding agreement of each Debtor party thereto, enforceable in accordance with its terms against such Debtor, and to Company's Knowledge, against each other party thereto; and (ii) each Debtor has performed in all material respects, and, to the Knowledge of Company, each other party thereto has performed

in all material respects, each term, covenant and condition of each Material Contract required to be performed. There are no defaults, or breaches, or uncured violations that will lead to a termination of any Material Contract, except for any such defaults, breaches or uncured violations that would be cured through payment of the Cure Costs or arising solely as a result of the Chapter 11 Cases. There are no events, which with notice, the passage of time or both, would constitute such defaults, breaches or uncured violations that would lead to termination under any Material Contract, except for any such defaults or breaches that would be cured through payment of the Cure Costs or arising solely as a result of the Chapter 11 Cases. No written notice of default or breach has been received or delivered by Company or any other Debtor under any Material Contract, the resolution of which is currently outstanding. No currently effective written notices have been received by Company or any other Debtor of the exercise of any premature termination, price redetermination, market-out, shut-in or curtailment of or under any of the Material Contracts. No Debtor has received any notice that any of the other parties to the Material Contracts will cause termination or fail to perform such party's obligations under any of the Material Contracts.

(b) Neither Company nor any other Debtor is obligated by virtue of any "take or pay" payment, advance payment or other similar payment to deliver coals, or proceeds from the sale thereof, attributable to the Transferred Real Property Interests at some future time without receiving payment therefor at or after the time of delivery.

5.5 Permits.

(a) Set forth on Disclosure Schedule 5.5(a) is a complete list of: (i) all of the Permits held by the Company and its Affiliates in the ownership and operation of the Transferred Real Property Interests and the Business, together with a description of the permitted property or facility, together with a true and complete list of all pending applications for additional Permits, renewals of existing Permits, or amendments to existing Permits; (ii) the applicable surety bonds and the amounts of the surety bonds under the Permits; and (iii) all of the material licenses, franchises, certificates, consents, authorizations, approvals, orders and concessions held by the Company or its Affiliates and used in connection with the Transferred Real Property Interests and the Business, together with a true and complete list of all pending applications for additional licenses, renewals of existing licenses, or amendments to existing licenses, which have been submitted to any Government Authority applicable to the Transferred Real Property Interests and the Business.

(b) The Transferred Permits constitute all material permits, licenses, authorizations, governmental approvals, franchises, grants, easements, variances, exceptions, consents, certificates, approvals and related instruments or rights issued, granted, given, or otherwise made available by or under the authority of any Governmental Authority and that are necessary and sufficient to permit ownership and operation of the Transferred Real Property Interests and the Business as presently owned and operated by Company and the other Debtors, and each is in full force and effect and has been duly and validly issued and are final, unappealed, valid, and in good standing and there are no Proceedings pending, or to the Knowledge of Company, threatened in writing, that could be reasonably expected to result in the revocation, cancellation, suspension or modification of any Transferred Permits. There are no Proceedings pending or, to the Knowledge of Company, threatened, with respect to any alleged

failure to have all or any material Permits required in connection with the operation of the Business as currently conducted or in connection with the ownership or operation of the Transferred Assets. The Company and the other Debtors are the only operators under the Transferred Permits and are in compliance in all material respects with the Transferred Permits. No notice of suspension, revocation or cancellation of any of the Transferred Permits is, to Debtors' Knowledge, threatened. In the past two (2) years, neither the Company nor any of the other Debtors has had any Transferred Permits or any applications therefor, appealed, denied, revoked, restricted or suspended. Neither the Company nor any of the other Debtors is currently a party to any proceedings involving the possible appeal, denial, revocation, restriction or suspension of any Transferred Permits or any of the privileges granted thereunder. Except as set forth on Schedule 5.5(b), neither the Company nor any Affiliate is permit blocked or the Applicant Violation System by a Governmental Authority.

5.6 Real Property.

(a) Owned Real Property. Disclosure Schedule 5.6(a) sets forth an accurate and complete list of the Owned Real Property. The property maps attached to Disclosure Schedule 5.6(a) depict in a reasonably accurate manner the location and boundaries of the Owned Real Property. True and complete copies of the following have been delivered to Knight Hawk and the Required Supporting Holders: (i) all deeds, title insurance policies, title insurance commitments, title reports, title opinions, title abstracts, maps and surveys related to the Transferred Real Property Interests and (ii) all documents evidencing recorded and unrecorded Encumbrances upon the Transferred Real Property Interests. Subject to the standard warranty limitations as set forth in a special warranty deed, the Debtors have good and valid title to the Owned Real Property, free and clear of all Encumbrances, except Permitted Encumbrances. Debtors have obtained all appropriate certificates of occupancy and Surface Interests required to use and operate the Owned Real Property in the manner in which the Owned Real Property is currently being used and operated in connection with the Business. No Debtor has received written notice of any intention on the part of any issuing authority to cancel, suspend or modify any material approvals, licenses or permits relating to the Owned Real Property. No Debtor has received written notice of any proposed special assessment that would materially and adversely affect the Owned Real Property. Except as set forth on Disclosure Schedule 5.6(a), there are no outstanding options or rights of first refusal to purchase any of the Owned Real Property or any interest therein. Except for the Lessor Leases and as otherwise set forth on Disclosure Schedule 5.6(a), none of the Owned Real Property is subject to any lease or grant to any third party of any right to the use, purchase, occupancy or enjoyment of such Owned Real Property or any material portion thereof required to conduct the Business. Except for Permitted Encumbrances and the applicable terms of Permits held by the Debtors and their Affiliates, the Owned Real Property is not subject to any Encumbrances (other than liens that will be removed pursuant to the Confirmation Order or the Sale Order, as applicable), which in any material respect interfere with or impair the present and continued use thereof in the Ordinary Course of Business. There are no pending or, to Company's Knowledge, threatened condemnation proceedings relating to any of the Owned Real Property except those that do not materially impair or restrict the current use of the Owned Real Property subject thereto.

(b) Lessor Leases. Disclosure Schedule 5.6(b) lists, as of the Execution Date, all leases, subleases, licenses, sublicenses, occupancy or other agreements

whereby any Debtor currently leases, subleases, licenses or grants an interest in any Owned Real Property or Leased Real Property to a third party (the “Lessor Leases”). The Debtors have made available, accurate and complete copies of the Lessor Leases, including any amendments thereto. Other than as a result of the Chapter 11 Cases, the Debtors are not in material breach of or in default under the Lessor Leases and, to Company’s Knowledge, no party to any Lessor Lease has given the Debtors written notice of or, to Company’s Knowledge, made a claim with respect to any material breach or material default by the Debtors thereunder (other than as a result of the Chapter 11 Cases).

(c) Leased Real Property. Disclosure Schedule 5.6(c) contains a list of all Leased Real Property and Surface Interests held or used for, or necessary to the operation of the Business and recording information for the Leases that have been recorded. The Debtors have made available accurate and complete copies of all Leases and Contracts conveying Surface Interests (“Surface Interest Instrument”). Other than as a result of the Chapter 11 Cases, the Debtors are not in (i) breach of any material term or (ii) default in any material respect under any Lease or Surface Interest Instrument and no party to any Lease or Surface Interest Instrument has given the Debtors written notice of or made a claim with respect to any material breach or material default thereunder. Other than as a result of the Chapter 11 Cases, there are no conditions that currently exist or that, with the passage of time, will result in a default or breach of any material term by any the Debtor who is a party to the Lease or Surface Interest Instrument. None of the Leased Real Property or Surface Interests is subject to any sublease or grant to any third party of any right to the use, occupancy or enjoyment of the Leased Real Property, Surface Interests or any portion thereof that would materially impair the use of the Leased Real Property or Surface Interests in the operation of the Business. Except as set forth on Disclosure Schedule 5.6(c), the Debtors have not received written notice of any pending or threatened condemnation or other proceedings or claims relating to the Debtors’ interest in any of the Leased Real Property or Surface Interests. Except as set for on Disclosure Schedule 5.6(c), the Leases have not been amended or modified, assigned or subleased. The property maps attached to Disclosure Schedule 5.6(a) include a depiction in a reasonably accurate location and boundaries of the Leased Real Property. Disclosure Schedule 5.6(c) contains a true and complete list of all prepaid royalties and un-recouped minimum royalties for each Lease as of October 31, 2017. Each Lease and Surface Interest Instrument is in full force and effect and constitutes a valid and binding obligation of each applicable Debtor, and to such Debtors’ Knowledge, the other parties thereto. The estate created by each Lease and Surface Interest Instrument is free and clear of all Encumbrances other than Permitted Encumbrances. The Leases and Surface Interests constitute all leases, rights of way, easements, surface use rights, water rights, licenses and authorizations necessary to access, own and operate the Transferred Real Property Interests, as currently accessed, owned and operated by the Debtors in the Ordinary Course of Business.

5.7 Mines; Mining.

(a) All currently producing mines are in an operable state of repair in all material respects adequate to maintain normal Mining operations in accordance with the Company or other Debtors, as applicable, past practices, ordinary wear and tear excepted.

(b) There are no platforms, pits, or other facilitates or equipment located on any Transferred Real Property Interests that (i) are obligated by any Legal

Requirements to be dismantled, closed or abandoned or that are currently subject to exceptions to a requirement to abandon issued by a Governmental Authority or (ii) have been dismantled, closed or abandoned in a manner that does not comply in all respects with applicable Leases, Contracts and Legal Requirements.

(c) Each Debtor has, in the amounts and forms required pursuant to applicable Mining and Mining Safety Laws, obtained all performance bonds and surety bonds, or otherwise provided any financial assurance as (i) required under the applicable Permits or Mining and Mining Safety Laws for Reclamation of land, water or other natural resources at any current mines, (ii) required pursuant to any applicable Permit or Mining and Mining Safety Law to mitigate any actual or potential environmental impact of such mines, or (iii) otherwise obtained in the Ordinary Course of Business (collectively, “Mining Financial Assurances”), except for the failure to have such Mining Financial Assurances that would not reasonably be expected to have a Material Adverse Effect. Company has posted or otherwise provided all Mining Financial Assurances that have been requested in writing by the applicable Governmental Authorities in respect of any applicable Permits and Legal Requirements having to do with Reclamation in connection with the Debtors’ Mining operations as currently conducted, subject to the discretion of any applicable Governmental Authority to require additional or supplemental Mining Financial Assurances from time to time, except where the failure to post or otherwise provide would not reasonably be expected to have a Material Adverse Effect.

(d) All Reclamation performed by or on behalf of Company and the other Debtors meets in all material respects the requirements of the applicable Permit and any associated mine Reclamation requirements of any applicable Governmental Authority. The liability for mine closing and Reclamation obligations recorded on the most recent balance sheet of Company provided to the Supporting Holders and Knight Hawk has been properly accrued in accordance with the requirements of Financial Accounting Standards Board Codification Topic 410, Asset Retirement and Environmental Obligations, formerly known as Financial Accounting Standard No. 143 (“FASB 410”), determined on the basis of the Debtors’ actual historic Reclamation and closure costs and currently planned mine life and escalated for inflation, in accordance with FASB 410 and applicable Legal Requirements.

5.8 Capital Expenditures. Disclosure Schedule 5.8 sets forth the expected capital expenditures budget for the Debtors with respect to the Business and the Transferred Assets as of the Execution Date.

5.9 Financial Statements. The unaudited financial statements for the nine-month period ended September 30, 2017 and the audited financial statements dated December 31, 2016 of the Company (collectively, the “Financial Statements”), true and accurate copies of which have been provided to Required Supporting Holders and Knight Hawk, were prepared on a basis consistent with GAAP consistently applied throughout the periods involved (except as indicated in any notes thereto) and present fairly, in all material respects, the financial position and results of operations of the Company for the periods specified therein, subject to normal year-end adjustments.

5.10 Hedging. There are no Hedge Contracts of any Debtor or otherwise with respect to the sale of coals from the Transferred Assets that are or will be binding on the Transferred Assets or NewCo at any time on or after the Closing Date.

5.11 Preferential Purchase Rights; Other Rights. Except as set forth on Disclosure Schedule 5.11, there are no (a) Preferential Purchase Rights applicable to the transactions contemplated by this Agreement or (b), tag along rights, drag along rights, co-sale rights or similar rights applicable to the transactions contemplated by this Agreement.

5.12 Suspense Funds. Disclosure Schedule 5.12 sets forth a list, true and correct as of the date set forth therein, of all Suspense Funds and the names of the parties to whom such funds are owed.

5.13 Intellectual Property. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the conduct of the Business does not infringe or otherwise violate any Intellectual Property or other proprietary rights of any other Person, and there is no action pending or, to the Knowledge of Company, threatened, alleging any such infringement or violation or challenging any Debtor's rights in or to any of their respective Intellectual Property and, to the Knowledge of Company, there is no existing fact or circumstance that would reasonably be expected to give rise to such action.

5.14 Taxes. Except as set forth in Disclosure Schedule 5.14:

(a) All federal income and other material Tax Returns required to be filed by any Debtor or with respect to any of the Transferred Assets, have been properly prepared and timely filed, and all such Tax Returns (including information provided therewith or with respect to thereto) are true, complete and correct in all material respects;

(b) Each Debtor has fully and timely paid or caused to be paid all Taxes shown as due on any Tax Return and all other material Taxes or, to the extent any such Taxes are not yet due, such Taxes have been accrued and fully provided for in accordance with GAAP or will be provided for when required under GAAP on Company's financial statements;

(c) No audit or other proceeding by any Governmental Authority is pending or, to the Knowledge of Company, threatened with respect to any Taxes due by or with respect to any Debtor or with respect to any of the Transferred Assets;

(d) No written notice has been received from any Governmental Authority of any intention to assert any deficiency or claim for additional Taxes against any Debtor or with respect to any of the Transferred Assets;

(e) No written claim has been received from any Governmental Authority in a jurisdiction where Company or any other Debtor does not file Tax Returns stating that it is or may be subject to taxation by that jurisdiction;

(f) All deficiencies for Taxes asserted or assessed against any Debtor or with respect to any of the Transferred Assets have been fully and timely paid, settled or properly reflected in Company's financial statements;

(g) There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection or assessment or reassessment of, Taxes due from any Debtor or with respect to the Transferred Assets for any taxable period and no request for any such waiver or extension is currently pending;

(h) Each applicable Debtor has withheld from its employees, independent contractors, creditors, stockholders and third parties, as applicable, and timely paid to the appropriate Governmental Authority proper and accurate amounts in compliance with all Tax withholding and remitting provisions of applicable Legal Requirements and has complied with all Tax information reporting provisions of all applicable Legal Requirements, other than immaterial failures in compliance and information reporting;

(i) There are no Encumbrances for Taxes upon the assets or properties of any Debtor, including the Transferred Assets, other than Permitted Encumbrances and there are no unpaid Taxes due and owing by Debtors that are or could reasonably be expected to become an Encumbrance;

(j) None of the Transferred Assets is subject to any tax partnership agreement or provisions requiring a partnership income tax return to be filed under Subchapter K of Chapter 1 of Subtitle A of the Tax Code or any similar state statute;

(k) No Debtor has ever been a party to any listed transaction within the meaning of Treasury Regulations section 1.6011-4(b)(2);

(l) There is no power of attorney (or similar authority) with respect to any Debtor as to any matters relating to Taxes that will have any effect after the Closing Date;

(m) There are no Tax indemnification or Tax sharing agreements under which any Debtor would reasonably be expected to be liable after the Closing for a material amount of Tax liability of any Person; and

(n) There is no material dispute or claim concerning any Tax Liability of the Debtors claimed or raised by any Governmental Authority.

5.15 Legal Proceedings. Except for the Chapter 11 Cases or as otherwise set forth on Disclosure Schedule 5.15, (a) there are no Proceedings pending or, to Company's Knowledge, threatened in writing against any Debtor with respect to or that materially affect any of the Transferred Assets or the Business or that materially involve or relate to any of the transactions contemplated by this Agreement or the other Transaction Documents, (b) there is no investigation, proceeding, charge or audit pending, of which Debtors have received written notice, or to Company's Knowledge threatened, before or by any Governmental Authority with respect to any Transferred Assets or the Business; (c) there has been no settlement or other similar agreement or Order with respect to the ownership or operation of the Transferred Assets or the Business that is or could reasonably be expected to be material; and (d) Debtors have not received any written notice or claim for tort or violation of any applicable Legal Requirement, or an investigation thereof with respect to their ownership or operation of the Transferred Assets or

the Business. No Debtor is in default in respect of any Order or process of any arbitrator or Governmental Authority applicable to the Transferred Assets in any material respect.

5.16 Labor Matters.

(a) Disclosure Schedule 5.16(a) sets forth a true, correct and complete list as of the Execution Date of all Employees, including each Employee's (i) name, (ii) legal employer, (iii) job title or function, (iv) job location, (v) salary or wage rate, (vi) bonus, commission or incentive compensation accrued in 2017, (vii) date of hire, (viii) exempt v. non-exempt status, (ix) full-time v. part-time status, (x) temporary or regular status and (xi) active or leave status. No Employee is located outside the jurisdiction of the United States.

(b) Disclosure Schedule 5.16(b) sets forth a true, correct and complete list of all Service Providers, including each such Person's (i) name, (ii) function or services provided, (iii) job location, and (iv) current compensation structure. Each applicable Debtor is, and for the past three (3) years has been, in compliance in all material respects with all applicable Labor Laws applicable to all Employees and Service Providers. There is no pending, nor threatened in writing, Proceeding reasonably likely to give rise to a material Liability asserting that any applicable Debtor has violated any Legal Requirement with respect to any Employee or Service Provider.

(c) No applicable Debtor is a party to any labor, collective bargaining, union or similar Contracts with respect to any Employee or Service Provider. No collective bargaining or any other labor-related Contract with any labor union or labor organization is currently being negotiated by any applicable Debtor with respect to any Employee or Service Provider. There is no pending or, to the Knowledge of Company, threatened organized effort or demand for recognition or certification or attempt to organize the Employees by any labor organization. During the past three (3) years, there have been no strikes, slow-downs, work stoppages, other labor disturbance or other concerted action by any union or other group of employees or other persons against or involving any applicable Debtor, nor is any such strike, slow-down, work stoppage, other labor disturbance or other concerted action by any union or other group of employees, to the Knowledge of Company, threatened against or involving any applicable Debtor.

(d) As of the Execution Date, there have been no "mass layoff" or "plant closing" (as defined by the WARN Act) with respect to any applicable Debtor in the ninety (90) days preceding the Execution Date. As of the Execution Date, no applicable Debtor has incurred any Liability under the WARN Act that remains unpaid or unsatisfied. Disclosure Schedule 5.16(d) sets forth a true and complete list of layoffs, by location, implemented by any Debtor in the 90-day period preceding the Execution Date at any location of the Company or its Subsidiaries.

(e) With respect to any Service Provider performing services in the three (3) years prior to or as of the Closing, no applicable Debtor has any material Liability with respect to any misclassification of such Service Provider as an independent contractor rather than as an employee (within the meaning of the Fair Labor Standards Act of 1938, as amended), or with respect to such Service Provider's status as a leased employee.

5.17 Employee Benefits. No Debtor nor any of its respective ERISA Affiliates sponsor, maintain, contribute to or have any Liability in respect of any defined benefit pension plan (as defined in Section 3(35) of ERISA) or plan subject to section 412 of the Tax Code or Section 302 of ERISA or Multiemployer Plan.

5.18 Sufficiency of Transferred Assets; Equipment; Casualties.

(a) The Transferred Assets constitute all of the material assets and rights necessary to conduct the Business and own and operate the Transferred Assets, as presently conducted, owned and operated by the Debtors; *provided*, that any asset excluded from the Transferred Assets by the Supporting Holders and Knight Hawk pursuant to Section 8.12 shall be deemed part of the Transferred Assets for purposes of the representation and warranty provided in this Section 5.18(a).

(b) The Transferred Equipment is capable of being used in the conduct of the Business in the manner in which they have been historically operated without present need for repair or replacement except in the Ordinary Course of Business.

(c) There has been no Casualty affecting any of the Transferred Assets or the Business in any material respect that has not subsequently been or is in the process of being repaired, replaced or restored.

5.19 Compliance with Laws. (a) The Debtors and each of their Affiliates own and operate, and for each of the prior three (3) years have at all times owned and operated, the Transferred Assets and conduct, and for each of the prior three (3) years have at all times conducted, the Business and, during the period any third party operated any Transferred Assets, such third party operated such Transferred Assets, in each case, in compliance in all material respects with all Orders, Permits and Legal Requirements applicable to the Debtors, such Affiliates of the Debtors, the Transferred Assets or the Business, as applicable, except for prior instances of non-compliance that have been fully and finally resolved to the satisfaction of all Governmental Authorities with jurisdiction over such matters, and (b) no Debtor nor any of its respective Representatives has received in the past twenty-four (24) months any written notice from a Governmental Authority or third party alleging that any Debtor, any of its respective Affiliates or the Business is not in compliance in any material respect with any Order, Permit or Legal Requirement applicable to such Debtor, such Affiliate, the Transferred Assets or the Business.

5.20 Environmental Matters. (a) There are no Environmental Defects on or affecting any of the Transferred Real Property Interests that would reasonably be expected to have a Material Adverse Effect, (b) the Debtors and each of their respective Affiliates have at all times within the prior three (3) years operated the Transferred Assets and conducted the Business and, during the period any third party operated any Transferred Assets, to the Knowledge of Debtors, such third party operated the Transferred Assets, in each case, in material compliance with all applicable Environmental Laws and all permits required thereunder or issued pursuant thereto; (c) there are no Proceedings pending or, to the Knowledge of Debtors, threatened before any Governmental Authority with respect to the Transferred Real Property Interests alleging material violations of Environmental Laws, or claiming material remediation obligations under

applicable Environmental Laws, and no Debtor nor any of its respective Affiliates has received any written notice of any alleged or actual material violation or non-compliance with any Environmental Law or of material non-compliance with the terms or conditions of any environmental permits, arising from, based upon, associated with or related to the Transferred Real Property Interests or the ownership or operation thereof; (d) to the Knowledge of Debtors, the Debtors have provided the other Parties complete and true copies of all written environmental reports, studies and notices prepared by any third party on behalf of, or delivered by a Governmental Authority to any Debtor or any of its respective Affiliates with respect to any of the Transferred Real Property Interests that identify or allege any Environmental Defect on or affecting any of the Transferred Real Property Interests; (e) except as set forth on Disclosure Schedule 5.20, no written notice, order, request for information, complaint, or penalty has been received in the past two years by any Debtor or any of its Affiliates with respect to the Business or the Transferred Assets in connection with any Environmental Laws or liability under any Environmental Laws; (f) no Debtor nor any of its Affiliates, or, to the Knowledge of Debtors, no other Person has Released, stored, deposited, discharged, buried, dumped, or disposed of any Hazardous Substance in quantity and concentrations requiring immediate notification of governmental entities pursuant to Environmental Law on or beneath the Transferred Assets, or from the Transferred Assets into the environment; and (g) without in any way limiting the generality of the forgoing, to the Knowledge of such Debtor, (i) other than as may contain substances in quantities not regulated by Environmental Law, all underground storage tanks and above ground storage tanks, and the capacity and contents of such tanks, located on any Transferred Assets are specifically identified on Disclosure Schedule 5.20, (ii) other than as contained substances in quantities not regulated by Environmental Law, all former underground storage tanks have been removed from or closed in place at the Transferred Assets in compliance with applicable Legal Requirements and are listed on Disclosure Schedule 5.20, (iii) all PCBs or items containing PCBs in regulated amounts used or stored on any Transferred Assets are identified on Disclosure Schedule 5.20, and (iv) there are no underground injection wells, radioactive materials or septic tanks or waste disposal pits in which any Hazardous Substance have been discharged or disposed, other than as have been used in ordinary course of business, in compliance in all material respects with all Environmental Laws, and as would not reasonably be expected to require any material remediation or investigation pursuant to Environmental Law.

5.21 Title Matters. Except as set forth on Disclosure Schedule 5.21, the Debtors have good, valid and marketable title to or, in the case of property leased or licensed by the Debtors, a valid leasehold or licensed interest in all of the Transferred Assets, free and clear of all Encumbrances, except (a) for the Assumed Liabilities and (b) for Permitted Encumbrances.

5.22 MSHA; OSHA. Since January 1, 2015, except for fully paid, discharged and settled citations and notices of violation issued by MSHA or other Governmental Authority, the Debtors have conducted their respective businesses and operations, and their respective assets have been maintained, in compliance in all material respects with MSHA or OSHA, as applicable. There are no investigations pending or, to Debtors' Knowledge, threatened by any Governmental Authority or other third Person that would result in the imposition of any material Liability on any Debtor pursuant to MSHA or OSHA. The Debtors do not owe any material assessments, penalties, fines, liens, charges, surcharges, nor are there any other material amounts due or owing pursuant to MSHA or OSHA, and except as set forth on Disclosure Schedule 5.22,

since January 1, 2015, there have been no imminent danger orders, unwarrantable failure orders, failure to abate orders, or cessation orders, notices of a pattern of violations, or material assessments, under MSHA or OSHA. Disclosure Schedule 5.22 sets forth all orders issued under MSHA or OSHA, together with any appeals thereof, with respect to the Business since January 1, 2015 by any Governmental Authority. The Debtors have made available to the Supporting Holders and Knight Hawk copies of all unresolved Orders and reports under MSHA or OSHA within the Debtors' possession, with respect to the Debtors since January 1, 2015.

5.23 Insurance and Bonds. Disclosure Schedule 5.23 sets forth a true and complete list of all material insurance policies of the Debtors that insure the Business or any of the Transferred Assets, and a true and complete list of all letter of credit, guarantees, surety bonds and performance bonds required to be obtained under terms of the Transferred Permits or Material Contracts of the Debtors (other than as a result of the Chapter 11 Cases) or provided by the Debtors in connection with the Business. All such insurance policies are in full force and effect, all premiums with respect thereto covering all periods up to and including the Closing have been timely paid or, if not yet due, accrued, and no notice of cancellation or termination has been received with respect to any such insurance policy. No Debtor nor any Affiliate of Debtor is in default under, or has failed to comply with, any material provision contained in any such insurance policy.

5.24 Debtors as Debtor in Possession; No Trustee. As of the Closing Date, since the Petition Date, the Debtors have been at all times in the Chapter 11 Cases a debtor in possession pursuant to section 1107 of the Bankruptcy Code, and no trustee or examiner has been appointed in the Chapter 11 Cases.

5.25 Affiliate Transactions. Except as set forth on Disclosure Schedule 5.25, no current or, to the Knowledge of Debtors, former director, officer, employee, Affiliate or Representative of Debtors (nor any spouse or child of any of such Persons, or any trust, partnership or corporation in which any of such Persons has a material economic interest) (a) owns any property, assets, interests and rights, tangible or intangible, that is a Transferred Asset or that is otherwise material to the conduct of the Business as currently conducted, (b) has filed or otherwise has any Proceeding against the Business, or (c) except pursuant to any Benefit Plan, is a party to or the beneficiary of any Contract with the Business.

5.26 Brokers or Finders. The Debtors have not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby for which the Supporting Holders or Knight Hawk are or will become liable, and the Debtors shall indemnify and hold harmless the Supporting Holders and Knight Hawk from any claims with respect to any such fees or commissions.

5.27 Coal Act; Black Lung Benefits Act.

(a) None of the Debtors or their "related persons" (as defined in the Coal Act) has any liability under the Coal Act.

(b) The Debtors are in compliance in all material respects with the Black Lung Benefits Act, except where compliance is being contested in good faith by appropriate proceedings diligently conducted or excused by the Bankruptcy Court or the Bankruptcy Code, and the Debtors have not incurred any Black Lung Liability or assumed any other Black Lung Liability, except as disclosed in the Financial Statements or which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, or with respect to premiums, contributions or other material payments required thereunder that have been paid when due or which Black Lung Liability is being contested in good faith by appropriate proceedings diligently conducted or the current payment of which is excused by the Bankruptcy Court or the Bankruptcy Code.

5.28 HoldCo and NewCo Activities. As of the Closing Date, each of HoldCo and NewCo was organized solely for the purpose of consummating the transactions contemplated by this Agreement and under the Plan and, as of the Closing Date, has not engaged in any activities or business, and has incurred no liabilities or obligations whatsoever, in each case, other than those incident to its organization and the consummation of the transactions contemplated hereby and under the Plan.

5.29 Ordinary Course of Business. Except as set forth on Disclosure Schedule 5.29 and other than in connection with the Chapter 11 Cases and taking into account business exigencies arising as a result of the Debtors' financial condition and status as a chapter 11 debtor, from December 31, 2016 to the Execution Date, the Debtors have conducted the Business in the Ordinary Course of Business in all material respects.

5.30 FCPA Matters. In connection with the operation of the Business, no Debtor or any Subsidiary of such Debtor or, to the Knowledge of the Debtors, any director, officer, agent, employee or Affiliate of the Debtors, is aware of or has taken any action, directly or indirectly, with respect to the Business that would result in a violation of the Foreign Corrupt Practices Act of 1977 and the rules and regulations thereunder (the "FCPA"). Debtors, their Subsidiaries and, to the Knowledge of the Debtors, their Affiliates have conducted the Business in compliance with the FCPA and maintain the procedures that are reasonably expected to ensure compliance therewith.

ARTICLE VI

Representations and Warranties of the Other Parties

Each of the Parties (other than the Debtors) hereby severally (and not jointly) represents and warrants to the Debtors as of the Execution Date and as of the Closing Date as follows (other than with respect to the representations and warranties in Section 6.5, which are made solely by Knight Hawk):

6.1 Authority; Validity; Consents. Such Party has the requisite power and authority necessary to enter into and perform its obligations under this Agreement and the other Transaction Documents to which it is a party and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement by such Party and the consummation by such Party of the transactions contemplated herein have been duly and

validly authorized by all requisite limited liability company or corporate actions in respect thereof. This Agreement has been duly and validly executed and delivered by such Party and each other Transaction Document to which such Party is a party will be duly and validly executed and delivered by such Party, as applicable, at the Closing. This Agreement and the other Transaction Documents to which such Party is a party constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with their respective terms, except in each case as such enforceability is limited by bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to creditors' rights and remedies generally, or general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity). Such Party is not or will not be required to give any notice to or obtain any consent from any Person in connection with the execution and delivery of this Agreement and the other Transaction Documents to which it is a party or the consummation or performance of any of the transactions contemplated hereby or thereby, except for such notices, filings and consents, the failure of which to provide, make or obtain, would not, individually or in the aggregate, have a Material Adverse Effect on such Party's ability to perform its obligations under this Agreement or any other Transaction Documents or to consummate the transactions contemplated hereby or thereby.

6.2 No Conflict. The execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions provided for herein and therein will not result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, or cause any acceleration of any obligation of such Party under (a) any agreement, indenture, or other instrument to which it is bound, (b) the Governing Documents of such Party, (c) any Order or (d) any Legal Requirement.

6.3 Litigation. There are no Proceedings pending, or to the Knowledge of Knight Hawk or knowledge of the Supporting Holders, threatened, that would have a Material Adverse Effect on such Party's ability to perform its obligations under this Agreement or any other Transaction Documents or to consummate the transactions contemplated hereby or thereby.

6.4 Brokers or Finders. Neither such Party nor any Person acting on behalf of such Party has paid or become obligated to pay any fee or commission to any broker, finder, investment banker, agent or intermediary for or on account of the transactions contemplated by this Agreement for which the Debtors are or will become liable, and such Party shall hold harmless and indemnify the Debtors from any claims with respect to any such fees or commissions.

6.5 Sufficient Funds. Such Party has sufficient available cash and the financial capacity to perform all of its obligations under this Agreement, including the ability to fund the Contribution.

ARTICLE VII

Actions Prior to the Closing Date

7.1 Access and Reports.

(a) Company and the Debtors shall afford the Supporting Holders, Knight Hawk, and each of their Representatives reasonable access, upon reasonable written notice, during normal business hours, from and after the Execution Date through and including the Closing Date, to its Employees, Transferred Real Property Interests, Contracts and Records, and, during such period, Company shall furnish (or cause to be furnished) promptly to Knight Hawk and the Supporting Holders all information concerning the Transferred Assets and the Business as may reasonably be requested; *provided, however*, such access shall not interfere with the Ordinary Course of Business or the operation of the Transferred Assets and Business and Company shall have the option to have, at all times during such entry, such Representatives accompanied by at least one Representative of Company. All such information to which Knight Hawk or the Supporting Holders receive access or is provided pursuant to this Section 7.1 shall be governed by the terms of the Confidentiality Agreements. No investigation pursuant to this Section 7.1 or by the other Parties or their Representatives at any time prior to or following the Execution Date shall affect or be deemed to modify any representation or warranty made by Company herein.

(b) From and after the Execution Date until one (1) Business Day prior to the Closing Date, the Supporting Holders and Knight Hawk shall, collectively, have the right (but not the obligation) to conduct a Phase I Environmental Site Assessment and a review of the compliance with Environmental Laws of the Transferred Assets. During Company's regular hours of business and after providing Company with written notice of any such activities no less than two (2) Business Days in advance, and subject to the permission of any other third party whose permission is legally required (which Company shall use reasonable efforts to secure), the other Parties and their authorized Representatives shall be permitted to enter upon the Transferred Assets, inspect the same, and generally conduct visual, non-invasive and non-intrusive tests, examinations, and investigations as they so desire; *provided, however*, that such entry shall not interfere with the Ordinary Course of Business or operation of the Transferred Assets, shall not include any sampling, monitoring, or other surface, subsurface, or invasive investigation, assessment, or analysis of soil, groundwater, building materials, ambient air, or other environmental media or emissions, and Company shall have the option to have, at all times during such entry, such Representatives accompanied by at least one Representative of Company. Company will have the right, which it may exercise at its sole discretion, to (i) observe such investigation and (ii) promptly receive a copy of all results, analyses, reports, and reviews, except for such information for which the Supporting Holders or Knight Hawk have an attorney-client privilege. All information obtained or reviewed by the Supporting Holders or Knight Hawk shall be governed by the terms of the Confidentiality Agreements.

(c) This Section 7.1 shall not require Company to permit (or cause any of its Affiliates to permit) any access to, or to disclose (i) any information that, in the reasonable, good faith judgment (after consultation with counsel, which may be in-house counsel) of Company, is reasonably likely to result in any violation of any Legal Requirement or any

Contract to which any Debtor is a party or cause any privilege (including attorney-client privilege) that any Debtor would be entitled to assert to be lost with respect to such information and such loss of such privilege could in Company's good faith judgment (after consultation with counsel, which may be in-house counsel) adversely affect in any material respect any Debtor's position in any pending or, what Company believes in good faith (after consultation with counsel, which may be in-house counsel) could be, future litigation or (ii) if Company or any of its Affiliates, on the one hand, and the Supporting Holders or Knight Hawk or any of their respective Affiliates, on the other hand, are adverse parties in a litigation, any information that is reasonably pertinent thereto; *provided, however*, in the case of clause (i), the Parties shall cooperate in seeking to find a way to allow disclosure of such information to the extent doing so (A) would not (in the good faith belief of Company (after consultation with counsel, which may be in-house counsel)) be reasonably likely to result in the violation of any such Legal Requirement or be reasonably likely to cause such privilege to be undermined with respect to such information or (B) could reasonably (in the good faith belief of Company (after consultation with counsel, which may be in-house counsel)) be managed through the use of customary "clean-room" arrangements pursuant to which non-employee Representatives of the Supporting Holders or Knight Hawk could be provided access to such information.

(d) The information provided pursuant to this Section 7.1 shall (prior to Closing) be used by the Supporting Holders and Knight Hawk solely for the purpose of the transactions contemplated by this Agreement, and such information shall be kept confidential by the Supporting Holders, Knight Hawk and Company in accordance with, and the Supporting Holders, Knight Hawk and Company shall otherwise abide by and be subject to the terms and conditions of, the Confidentiality Agreements.

7.2 Operations Prior to the Closing Date. The Debtors covenant and agree that, except (u) as required by the Bankruptcy Court, (v) as expressly contemplated by this Agreement, (w) as disclosed in Schedule 7.2, (x) with the prior written consent of the Required Supporting Holders and Knight Hawk (which consent shall not be unreasonably withheld, conditioned or delayed) or (y) as otherwise required by Legal Requirements, after the Execution Date and prior to the Closing Date:

(a) The Debtors shall, in accordance with the Budget:

(i) maintain and operate the Business and the Transferred Assets in the Ordinary Course of Business;

(ii) pay or cause to be paid all bonuses and rentals, royalties, overriding royalties, and minimum royalties and development expenses, and other payments incurred with respect to the Transferred Assets operated by Company or its Affiliates except (A) royalties held in suspense as a result of title issues and that do not give any third party a right to cancel an interest in any Transferred Assets operated by Company or its Affiliates, and (B) expenses or royalties being contested in good faith, provided that if the nonpayment of such contested expenses or royalties could result in the termination of a Transferred Real Property Interest, the Company shall notify the Supporting Holders and Knight Hawk and obtain the Required Supporting Holders' and Knight Hawk's approvals prior to withholding such payment;

(iii) remain current and pay in the Ordinary Course of Business all of the Debtors' post-petition obligations under any Assigned Contracts, including the Royalty Agreements, or Transferred Real Property Interests;

(iv) maintain its books, accounts and records in the Ordinary Course of Business;

(v) timely file all Tax Returns and timely pay or deposit all Taxes, except for such amounts that are contested in good faith by appropriate action and for which adequate provisions are established according to GAAP or other applicable accounting principles;

(vi) maintain the Transferred Equipment and other personal property comprising part of the Transferred Assets operated by any Debtor in the Ordinary Course of Business, subject to ordinary wear and tear;

(vii) (A) not terminate Employees who are accounted for in the Budget and in good standing and are necessary to conduct the Business as it is currently being conducted and (B) use commercially reasonable efforts to maintain its relationships with and preserve the goodwill of the Service Providers;

(viii) maintain insurance coverage under the insurance policies set forth on Disclosure Schedule 5.23;

(ix) maintain all of Debtor's Permits, approvals, bonds and guaranties affecting the Transferred Assets in the Ordinary Course of Business, and make all filings that Debtors are required to make under applicable Legal Requirements with respect to the Transferred Assets; and

(x) give written notice to the Supporting Holders and Knight Hawk as soon as practicable, but in any event within two (2) Business Days of Company acquiring Knowledge, of (1) the receipt or delivery by any Debtor of any written notice with respect to any material breach of any Assigned Contract or any applicable Legal Requirements, (2) receipt or delivery by any Debtor of any written claim for damages or any Proceeding initiated by or against a Debtor or its Affiliates with respect to the Transferred Assets, (3) receipt by any Debtor of any exercise of a Preferential Purchase Right, or (4) any material election that Company is required to make under any Assigned Contract or Transferred Real Property Interest specifying the nature and time period associated with such election.

(b) Company shall not:

(i) abandon any Transferred Asset (except any abandonment of Leases to the extent any such Leases terminate pursuant to their terms);

(ii) commence, propose, or agree to participate in any single operation with respect to the Transferred Real Property Interests with an anticipated cost for which Company shall be responsible in excess of \$250,000, except as specifically provided in the Budget and for emergency operations, operations scheduled on Disclosure Schedule 5.8 or

Schedule 7.2, or operations required by any Governmental Authority or required to comply with any Legal Requirement;

(iii) (1) terminate, cancel, or materially amend or modify any Transferred Permit, Assigned Contract or Transferred Real Property Interest, (2) enter into any Contract that, if such agreement, contract or commitment had been entered into prior to the Execution Date, would be required to be listed in Disclosure Schedule 5.4(a); (3) relinquish voluntarily its position as operator with respect to any Transferred Real Property Interest; (4) become a non-consenting party to any operation with respect to the Transferred Real Property Interests; or (5) waive, compromise or settle any material claim or right involving the Transferred Assets;

(iv) sell, lease, encumber, or otherwise dispose of all or any portion of any Transferred Assets, except sales of coal in the Ordinary Course of Business;

(v) (1) make, change or rescind any material Tax election or (2) make, change or rescind a material Tax reporting practice or policy, file any amended Tax Return, enter into any closing agreement, settle any material Tax claim or assessment, surrender any right to claim a material refund of Taxes, or take any other similar action relating to the filing of any Tax Return or the payment of any Tax that is material in nature;

(vi) (1) grant to any Employee or Service Provider any increase in compensation except in the Ordinary Course of Business, (2) grant or increase any severance, retention, change-of-control or similar payments to any current or former Employee or Service Provider, or (3) adopt, establish, enter into, amend, terminate or increase the benefits under any Benefit Plan or other employee benefit, plan, practice, program, policy or Contract, in any case other than as may be required by the terms of such Benefit Plan or other Contract or as may be required by applicable Legal Requirements;

(vii) merge or consolidate Company with any other Person or acquire any business or equity interests or any other Person;

(viii) propose, commit, take or fail to take any action, as the case may be, that is inconsistent with the terms of the Budget; provided that any expenditure that does not exceed 110% of the Budget shall be deemed consistent with the Budget; or

(ix) enter into any agreement or commitment to take, or otherwise permit or consent to, any action prohibited by this Section 7.2(b).

7.3 Commercially Reasonable Efforts. The Parties shall use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, and to assist and cooperate with each other in doing, all things necessary, proper or advisable to consummate and make effective (including the filing of pleadings and other appropriate documentation with the Bankruptcy Court), in the most expeditious manner practicable, the transactions contemplated hereby, including using commercially reasonable efforts to accomplish the following: (i) the taking of all reasonable acts necessary to cause the conditions precedent set forth in Article IX and Article X to be satisfied (which, for the avoidance of doubt,

does not include waiving any such condition precedent), (ii) the obtaining, at the earliest practicable date, of all necessary Governmental Authorizations and the making of all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Authorities, if any) and the taking of all reasonable steps as may be necessary to avoid any Proceeding by any Governmental Authority, (iii) the execution or delivery of any additional instruments necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement and (iv) upon request of Required Supporting Holders and Knight Hawk (as to services to be provided by Company) or Company (as to services provided by NewCo), enter a transition services agreement, with customary terms and conditions, including the reimbursement of costs for any services provided, as reasonably agreed by the parties thereto pursuant to Section 8.15 for the provision of transition services by Company or any of its Affiliates to NewCo for NewCo to continue operating the Business after Closing and by NewCo to the Company as necessary to assist with the winding up of the Company after the Closing (the “Transition Services Agreement”).

7.4 Bankruptcy Court Approval.

(a) The Parties acknowledge that this Agreement and the transfer of the Transferred Assets and the assumption and assignment of the Assigned Contracts and the Transferred Real Property Interests are subject to Bankruptcy Court approval and the consideration of higher or otherwise better competing bids subject to the terms of the Bid Protections Order. The Parties acknowledge that (i) to obtain such approval, Company must demonstrate that it has taken reasonable steps to obtain the highest and otherwise best offer possible for the Transferred Assets, and that such demonstration shall include giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, and (ii) NewCo must provide adequate assurance of future performance under the to-be-assigned Leases and Executory Contracts.

(b) Promptly upon receipt of any written proposal or bid for a Competing Transaction, Company shall provide to the Supporting Holders a copy of any such bid and any written response of Debtors thereto and regularly update the Supporting Holders as to the status of any negotiations in connection therewith to the extent required under the Restructuring Support Agreement. Company shall promptly furnish to the Supporting Holders all information, documents and data concerning Company that is provided to any prospective purchaser and that has not previously been furnished to the Supporting Holders to the extent required under the Restructuring Support Agreement.

7.5 Bankruptcy Filings.

(a) Subject to Section 7.4, Company shall pursue diligently the entry of the Confirmation Order. The Supporting Holders and Knight Hawk agree that they shall comply with their obligations under the Restructuring Support Agreement and promptly take such actions as are reasonably requested by Company to assist in obtaining entry of the Confirmation Order and a finding of adequate assurance of future performance by NewCo of the Assigned Contracts, including furnishing affidavits or other documents or information for filing with the Bankruptcy Court. In the event that the entry of the Confirmation Order is appealed or a stay pending appeal is sought, Company shall oppose the appeal or the stay pending appeal and

seek the dismissal of any appeal (including a petition for certiorari, motion for rehearing, re-argument, reconsideration or revocation). Notwithstanding the foregoing, any resulting changes to this Agreement or any other Transaction Document or resulting changes to the Plan or the Confirmation Order shall be subject to the approval of the Required Supporting Holders and Knight Hawk in their mutual discretion.

(b) If the Parties elect to effectuate the transactions contemplated hereby pursuant to the Section 363 Sale, Company shall, should the Supporting Holders and Knight Hawk be the winning bidder, (i) provide the Supporting Holders and Knight Hawk with drafts of any and all pleadings and proposed orders to be filed or submitted in connection with this Agreement and the transactions contemplated hereby, and such pleadings and proposed orders shall be in form and substance reasonably acceptable to the Required Supporting Holders and Knight Hawk and (ii) make reasonable efforts to consult and cooperate with the Supporting Holders and Knight Hawk regarding any discovery taken in connection with seeking entry of the Confirmation Order (including any depositions).

(c) Company acknowledges and agrees, and the Confirmation Order shall provide that, on the Closing Date and concurrently with the Closing, all then existing or thereafter arising Liabilities and Encumbrances of, against or created by Company or the other Debtors or their bankruptcy estates, shall be fully released from and with respect to the Transferred Assets, which shall be transferred to NewCo free and clear of all Liabilities and Encumbrances except for Assumed Liabilities and Permitted Encumbrances.

(d) Company shall pursue diligently to implement the procedures set forth in the “Milestones” section in the “Plan Term Sheet” attached to the Restructuring Support Agreement.

(e) Notwithstanding anything in this Agreement to the contrary, Company agrees to pay to Knight Hawk the Expense Reimbursement in the event this Agreement is terminated if and to the extent provided in Section 12.2.

ARTICLE VIII

Additional Agreements

8.1 Taxes.

(a) Any transfer, documentary, sales, use, stamp, value added, real property transfer, registration and other similar non-income Taxes, and all conveyance fees, recording charges and other similar fees and charges (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement (collectively, the “Transfer Taxes”) shall be borne by NewCo as an Assumed Liability. The Parties shall use commercially reasonable efforts and cooperate in good faith to exempt the sale and transfer of the Transferred Assets from any Transfer Taxes, including under Section 1146(a) of the Bankruptcy Code. The Supporting Holders shall cause NewCo to, at its own expense, file all necessary Tax Returns and other documentation with respect to all Transfer

Taxes, and, if required by Legal Requirements, the Parties shall, and shall cause their Affiliates to, join in the execution of any such Tax Returns and other documentation.

(b) NewCo and Company agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information and assistance relating to the Transferred Assets (including access to books and records and Tax Returns and related working papers dated before Closing) as is reasonably necessary for the filing of all Tax Returns, the making of any election relating to Taxes, the preparation for any audit by any Taxing authority, the prosecution or defense of any claims, suits or proceedings relating to any Tax, and the claiming by NewCo of any federal, state or local business Tax credits or incentives that NewCo may qualify for in any of the jurisdictions in which any of the Transferred Assets are located; *provided, however*, that no Party shall be required to disclose the contents of its income Tax Returns to any Person. Any expenses incurred in furnishing such information or assistance pursuant to this Section 8.1(b) shall be borne by the Party requesting it.

(c) For U.S. federal and applicable state and local income Tax purposes, the Parties shall treat the transactions contemplated by this Agreement (i) if NewCo is treated as a disregarded entity for U.S. federal and applicable state and local income Tax purposes, as (A) a taxable sale of the Transferred Assets subject to the Assumed Liabilities by the Company to the Noteholders, followed by (B) a contribution of the Transferred Assets subject to the Assumed Liabilities by the Noteholders to HoldCo, a new partnership for U.S. federal and applicable state and local income Tax purposes, in an exchange described in Section 721(a) of the Tax Code, and (ii) if NewCo is treated as a corporation for U.S. federal and applicable state and local income tax purposes, as (A) a transfer of the Transferred Assets subject to the Assumed Liabilities by the Company to NewCo, a new corporation for U.S. federal and applicable state and local income Tax purposes, and a distribution of the stock and securities of NewCo in a transaction that qualifies under Sections 354 and 356 of the Tax Code, which together constitute a reorganization within the meaning of Section 368(a)(1)(G) of the Tax Code, followed by (B) a contribution of the stock and securities of NewCo by the Noteholders to HoldCo, a new partnership for U.S. federal and applicable state and local income Tax purposes, in an exchange described in Section 721(a) of the Tax Code.

8.2 Allocation of Noteholder Equity Issuance Consideration.

(a) If the Parties elect to effectuate the transactions contemplated hereby pursuant to the Section 363 Sale, within sixty (60) days after the Closing Date (or such later date as may be mutually agreed by the Parties), the Supporting Holders and Knight Hawk shall cause NewCo to prepare and deliver to Company a schedule setting forth the allocation of the Noteholder Equity Issuance Consideration as determined for U.S. federal and applicable state and local income Tax purposes among the Transferred Assets and Assumed Liabilities, which shall be prepared in good faith and pursuant to (and to the extent necessary to comply with) the Tax Code and the applicable regulations promulgated thereunder (or any similar provision under applicable Legal Requirement) (the “Proposed Allocation Statement”) for Company’s review and comment. Company shall have five (5) days following the delivery of the Proposed Allocation Statement during which to notify the Supporting Holders and Knight Hawk in writing (an “Allocation Notice of Comment”) of any comments to the Proposed Allocation Statement. The Supporting Holders and Knight Hawk shall consider Company’s comments in good faith

and shall have five (5) days following the delivery of the Allocation Notice of Comment to deliver a final schedule setting forth the allocation of the purchase price as determined for U.S. federal and applicable state and local income Tax purposes among the Transferred Assets and Assumed Liabilities (the “Final Allocation Statement”), which shall be conclusive and binding on the Parties. Each Party covenants and agrees that it shall act reasonably in all respects with regard to the matters set forth in this Section 8.2(a).

(b) Company and NewCo and their respective Affiliates shall report and file Tax Returns (including, but not limited to, IRS Form 8594 (if required under applicable Legal Requirements)) in all respects and for all purposes consistent with such Final Allocation Statement, as it may be amended, as determined pursuant to this Section 8.2. Neither Company nor NewCo shall take any position (whether in connection with audits, on their respective Tax Returns, or otherwise) that is inconsistent with such allocation unless required to do so by applicable Legal Requirements.

8.3 Assigned Contracts; Adequate Assurance of Performance.

(a) The Supporting Holders and Knight Hawk shall provide on behalf of NewCo adequate assurance as required under the Bankruptcy Code of the future performance by NewCo of the Assigned Contracts. The Supporting Holders, Knight Hawk and Company agree that they will promptly take all actions reasonably required to assist in obtaining a Bankruptcy Court finding that there has been an adequate demonstration of adequate assurance of future performance under the Assigned Contracts, such as furnishing timely requested and factually accurate affidavits, non-confidential financial information and other documents or information for filing with the Bankruptcy Court and making the employees and Representatives of the Supporting Holders, Knight Hawk and the Debtors available to testify before the Bankruptcy Court. For the avoidance of doubt, this Section 8.3 does not obligate Supporting Holders or Knight Hawk to make any payments to HoldCo or NewCo other than as expressly set forth herein.

(b) Without limiting the provisions of Section 8.3(a), the Supporting Holders and Knight Hawk acknowledge that the bonds, surety bonds, letters of credit, guarantees, and/or cash deposits, set forth on Schedule 8.3(b) (collectively the “Security Arrangements”) have been provided by Company and/or its Affiliates to secure the payment and/or performance of certain obligations related to the Transferred Assets. The Supporting Holders and Knight Hawk acknowledge that neither Company nor any of its Affiliates has a duty to maintain any Security Arrangements after the Closing except as required by Legal Requirements. To the extent Company and/or any of its Affiliates have any obligations pursuant to any Security Arrangement or have pledged or otherwise provided any property that secures any such Security Arrangement (collectively, the “Company’s Obligations”), Knight Hawk shall take such actions as are necessary to cause Company’s Obligations and the Security Arrangements to be released and terminated, whether through provision of replacement surety bonds or otherwise as soon as reasonably practicable, and (subject to Section 2.2(b)(ix)) the Supporting Holders and Knight Hawk shall take such actions as are necessary to return to Company any of Company’s or its Affiliate’s property pledged or otherwise provided to secure such Company’s Obligations or Security Arrangements as soon as reasonably practicable. For the avoidance of doubt, the Transferred Financial Deposit shall not be released to the Company

pursuant to this Section 8.3(b) and the Retained Financial Deposit shall not be considered for purposes of Section 9.15.

8.4 Employee Matters.

(a) Between the Review Deadline and the Closing, Company shall promptly update the list of Employees listed on Disclosure Schedule 5.16(a) to reflect any and all employment hirings or terminations occurring prior to the Closing Date (it being understood that Company will inform Knight Hawk and the Supporting Holders in writing of the termination of employment or services of an Employee following the Execution Date). In addition, Company shall provide Knight Hawk and the Supporting Holders five (5) Business Days prior to the Closing Date a true, correct and complete list of any and all employment losses” (within the meaning of the WARN Act) incurred during the ninety (90) day period prior to the Closing Date. Such list shall be immediately updated in the event there are additional such “employment losses” between the date such list is submitted initially to Knight Hawk and the Supporting Holders and the Closing Date.

(b) Debtors shall provide Knight Hawk and the Supporting Holders, upon execution of this Agreement, with access to the Employees at times and in a manner requested by Knight Hawk or the Supporting Holders and reasonably acceptable to Debtors, and with information reasonably requested by Knight Hawk or the Supporting Holders with respect to compensation and benefits of the Employees in a form reasonably acceptable to Debtors. Knight Hawk and the Required Supporting Holders may, without any obligation, direct NewCo to offer employment to any of the Employees as they shall determine in their sole discretion and on such terms and conditions as they shall determine in their sole discretion (the “Offered Employees”); provided that such offer shall clearly state such offer is being made by NewCo, or one of its Affiliates, as to be owned by Knight Hawk and the Supporting Holders (as applicable, the “New Employer”). All such Employees, if any, who (i) are so offered employment from New Employer, (ii) accept such offer of employment from the New Employer and (iii) commence employment with the New Employer shall be referred to herein collectively as the “Transferred Employees” and individually as a “Transferred Employee.” For avoidance of doubt, Debtors shall retain all Liabilities, including severance or other termination costs, if any, arising as a result of the transactions contemplated by this Agreement, relating to any Employees.

(c) The applicable Debtors shall terminate, or shall cause to be terminated, the employment of all Transferred Employees effective immediately before the Closing. Debtors shall be solely responsible for all grievances, arbitrations, claims, demands, or charges of any nature whatsoever including, any such grievances, arbitrations, claims, demands, or charges whether now known or not yet made by any employees, bargaining agents, or governmental agencies, which result from or arise out of any event occurring prior to the Closing (excluding those arising from or arising out of decisions by New Employer, as to be owned by Knight Hawk and the Supporting Holders, regarding which Employees receive offers of employment and/or the terms of such offers) or the transactions contemplated by this Agreement; and, Debtors agree to hold harmless and indemnify Knight Hawk, the Supporting Holders and/or New Employer for all such claims, if any, asserted against Knight Hawk, the Supporting Holders and/or New Employer. Subject to, and effective as of, the Closing, each Debtor hereby waives

and releases, or shall cause to be waived and released, each of the Transferred Employees from any and all contractual, common law or other restrictions enforceable by such Debtor and its Affiliates on the employment, activities or other conduct of such individuals after their termination of employment with such Debtor except with respect to obligations related to confidentiality and trade secrets. Prior to the Closing, and to the extent necessary to implement this sentence, each Debtor shall cause to be taken all actions as may be reasonably required to amend any Benefit Plan and take or cause to be taken all other actions as may be reasonably required to provide that severance, separation or other similar payments (other than payments from a qualified Benefit Plan) shall not be payable to any Transferred Employee on account of such Employee's termination of employment with such Debtor and its Affiliates and no Transferred Employee shall be entitled to receive any such payments under any Benefit Plan or otherwise.

(d) Pursuant to the "Standard Procedure" provided in Section 4 of Revenue Procedure 2004-53, 2004-2 C.B. 320, (i) the New Employer and Company (or applicable Affiliate of Company) shall report on a predecessor/successor basis as set forth therein, (ii) Company (or applicable Affiliate of Company) will not be relieved from filing a Form W-2 with respect to any Transferred Employees for any tax period ending immediately prior to the Closing Date and the tax year including the Closing Date with respect to the portion of such year that such Transferred Employee was employed by Company and its Affiliates, and (iii) the New Employer will undertake to file (or cause to be filed) a Form W-2 for each such Transferred Employee with respect to the portion of the year during which such Transferred Employees are employed by the New Employer that includes the Closing Date, excluding the portion of such year that such Transferred Employee was employed by Debtor and its Affiliates.

(e) With respect to any accrued but unused vacation, paid time-off or similar benefits ("Accrued PTO") to which any Transferred Employee is entitled pursuant to the Company's vacation policy, Contract, or Legal Requirement applicable to such Transferred Employee immediately prior to the Closing, the Company (or applicable Affiliate of Company) will pay two-thirds of any or all of the value of such Accrued PTO to such Transferred Employee in cash and NewCo shall pay the remaining one-third in cash.

(f) In compliance with the WARN Act, if applicable, Debtors shall provide or shall cause to be provided notices to all Employees, regardless of whether such Employee will become a Transferred Employee, and any other individual or entity (including governmental or other entities) with respect to any employment losses with respect to the transactions contemplated hereby. For the avoidance of doubt, any Debtor may deliver such notice on any date that is not later than sixty-five (65) prior to the expected Closing Date. Debtors shall have responsibility for any Liability under the WARN Act with respect to the Employees to the extent such Liability arises from acts or omission occurring on or prior to the Closing. For all periods of time prior to, on and after the Closing Date, no Party other than Debtors shall have responsibility for any Liability under the WARN Act.

(g) Nothing herein, express or implied, shall confer upon any other Persons (including any current or former employee or contractor of the Debtors, the Supporting Holders, Knight Hawk or any of their respective Affiliates) any rights or remedies hereunder, including any right to employment or continued employment for any specified period or

continued participation in any Benefit Plan or other benefit plan, or any nature or kind whatsoever under or by reason of this Agreement. Nothing herein restricts or precludes the right of the New Employer to terminate the employment of any Transferred Employee. The Parties agree that the provisions contained herein are not intended to be for the benefit of or otherwise be enforceable by, any third party, including any current or former Employee or Service Provider.

(h) Debtors shall be responsible for all Workers' Compensation Liabilities arising out of any occupational injury or exposure occurring on or prior to the Closing and NewCo shall be responsible for all Workers' Compensation Liabilities arising out of any occupational injury or exposure occurring following the Closing.

(i) Debtors shall be responsible for all Black Lung Liabilities and Workers' Compensation Liabilities imposed on NewCo with respect to any Transferred Employee that is not employed by NewCo for the duration of the statutory period set forth under the Black Lung Benefits Act required for NewCo to become a responsible operator with respect to such Transferred Employee. Debtors shall assign to NewCo all rights of Debtors under insurance to the extent any such claims are asserted against NewCo. In the event a claim is made against NewCo with respect to which Required Supporting Holders and Knight Hawk believe the provisions of this Section 8.4(i) apply, Required Supporting Holders and Knight Hawk shall promptly give notice thereof to Debtors.

8.5 Post-Closing Books and Records and Personnel. Promptly following Closing and in any event no later than thirty (30) days following Closing, Company shall make available to NewCo all Records not otherwise delivered pursuant to Section 4.3(a)(vii); *provided, however*, that notwithstanding anything to the contrary in this Agreement, Company shall be entitled to retain any originals of the Records that are required to be retained as a result of the Chapter 11 Cases, for such period of time sufficient to allow all matters under the Chapter 11 Cases to be finally determined. Company shall be entitled to retain a copy of the Records delivered to NewCo. Until (x) the earlier of the Wind Down Date and 3 (three) years and (y) such longer period as may be required by any Governmental Authority or ongoing claim, (a) NewCo shall not destroy or dispose of any material Records received hereunder and (b) NewCo shall allow Company (including, for clarity, any trust established under a chapter 11 plan of Company or any other successors of Company) and any of its Representatives reasonable access during normal business hours, at Company's sole expense and upon reasonable advance notice, to all Records included in the Transferred Assets and in the possession or control of NewCo, for purposes relating to the Chapter 11 Cases, the wind-down of the operations of Company, the functions of any such trusts or successors, or other reasonable business purposes, and Company (including any such trust or successors) and such Representatives shall have the right to make copies of any Records.

8.6 No Other Representations or Warranties; Disclaimers. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE TRANSACTION DOCUMENTS, DEBTORS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER AND DISCLAIM ALL LIABILITY AND RESPONSIBILITY FOR ANY REPRESENTATION, WARRANTY,**

STATEMENT OR INFORMATION MADE OR COMMUNICATED (ORALLY OR IN WRITING) TO THE SUPPORTING HOLDERS AND KNIGHT HAWK (INCLUDING ANY OPINION, INFORMATION, OR ADVICE THAT MAY HAVE BEEN PROVIDED TO THE SUPPORTING HOLDERS OR KNIGHT HAWK BY ANY AFFILIATE OR REPRESENTATIVE OF ANY DEBTOR OR BY ANY INVESTMENT BANK OR INVESTMENT BANKING FIRM, OR ENGINEERING FIRM, COMPANY'S COUNSEL, OR ANY OTHER AGENT, CONSULTANT, OR REPRESENTATIVE OF ANY DEBTOR). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN THE TRANSACTION DOCUMENTS, DEBTORS EXPRESSLY DISCLAIM AND NEGATE ANY REPRESENTATION OR WARRANTY, EXPRESS, IMPLIED, AT COMMON LAW, BY STATUTE, OR OTHERWISE, RELATING TO (A) THE TITLE TO ANY OF THE ACQUIRED ASSETS, (B) THE CONDITION OF THE ACQUIRED ASSETS (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), IT BEING DISTINCTLY UNDERSTOOD THAT THE ACQUIRED ASSETS ARE BEING SOLD "AS IS," "WHERE IS," AND "WITH ALL FAULTS AS TO ALL MATTERS," (C) ANY INFRINGEMENT BY ANY DEBTOR OF ANY PATENT OR PROPRIETARY RIGHT OF ANY THIRD PARTY, (D) ANY INFORMATION, DATA, OR OTHER MATERIALS (WHETHER WRITTEN OR ORAL) FURNISHED TO THE SUPPORTING HOLDERS OR KNIGHT HAWK BY OR ON BEHALF OF ANY DEBTOR (INCLUDING, IN RESPECT OF ANY SEISMIC DATA, THE EXISTENCE OR EXTENT OF COALS OR THE MINERAL RESERVES, THE RECOVERABILITY OF SUCH RESERVES, ANY PRODUCT PRICING ASSUMPTIONS, AND THE ABILITY TO SELL COAL PRODUCTION AFTER THE CLOSING), AND (E) THE ENVIRONMENTAL CONDITION AND OTHER CONDITION OF THE ACQUIRED ASSETS AND ANY POTENTIAL LIABILITY ARISING FROM OR RELATED TO THE ACQUIRED ASSETS.

8.7 Casualty.

(a) If, after the Execution Date and prior to the Closing, any part of the Transferred Assets suffers a Casualty or if any part of the Transferred Assets is taken in condemnation or under the right of eminent domain or if proceedings for such purposes are pending or threatened, Company shall promptly give the other Parties written notice of such occurrence, including reasonable particulars with respect thereto, and this Agreement shall remain in full force and effect notwithstanding any such destruction, taking, proceeding, or threat.

(b) With regard to a Casualty or condemnation occurring after the Petition Date and prior to the Closing, the Supporting Holders and Knight Hawk may elect to exclude the affected Transferred Assets from this Agreement, without reduction to the Noteholder Equity Issuance Consideration, and the affected Transferred Assets shall be treated as Excluded Assets for all purposes under this Agreement.

(c) Unless the Transferred Assets affected by a Casualty are excluded pursuant to Section 8.7(b), (i) at the Closing, the Transferred Assets affected by a Casualty or condemnation shall be included in the Closing, and (ii) the other Parties' recourse with respect to a condemnation or Casualty shall be limited to the proceeds of Company's applicable insurance coverage actually recovered by Company in respect thereof or other sums paid to Company by third parties (or an assignment of claims related thereto), including any condemnation awards, which proceeds or other sums shall be payable to NewCo only upon or after the Closing of the transactions contemplated hereby. Company shall have no other liability or responsibility to the other Parties with respect to a condemnation or Casualty and there shall be no adjustment to Noteholder Equity Issuance Consideration.

(d) Unless the affected Transferred Assets are excluded pursuant to Section 8.7(b), (i) no insurance or condemnation proceeds shall be committed or applied by Company to repair, restore or replace a lost, damaged, destroyed or taken portion of the Transferred Assets if the cost to repair, restore or replace a lost, damaged, destroyed or taken portion of the Transferred Assets is projected to exceed \$100,000, (ii) to the extent such proceeds are not committed or applied by any Company prior to the Closing Date in accordance with this Section 8.7(d), Company shall at the Closing pay to NewCo all sums paid to Company by reason of such loss, damage, destruction or taking, less any reasonable costs and expenses incurred by Company in collecting such proceeds and (iii) in addition and to the extent such proceeds have not been committed or applied by Company in accordance with this Section 8.7(d), in such repair, restoration, or replacement, Company shall transfer to NewCo, at the Closing, without recourse against Company, all of the right, title, and interest of Company in and to any unpaid insurance or condemnation proceeds arising out of such loss, damage, destruction or taking, less any reasonable costs and expenses incurred by Company in collecting such proceeds.

8.8 Permits; Successor Operator. Following the Closing, the Debtors, the Supporting Holders, Knight Hawk and NewCo shall use commercially reasonable efforts to secure, as promptly as practicable, approval from all applicable Governmental Authorities to transfer the Transferred Permits to NewCo (such period following Closing through the transfer of the Transferred Permits to NewCo, the "Transfer Period"). Pending transfer of the Transferred Permits to NewCo, NewCo shall be designated as the "operator" under the Transferred Permits. To the fullest extent allowed by and in accordance with the applicable Legal Requirements, each Debtor holding one or more of the Transferred Permits grants to NewCo the right to conduct, at the sole cost and expense of NewCo, mining and Reclamation operations following the Closing on the Real Property under its (and their) Permits, as the designated operator until such time as such Permits are transferred to (or new Permits are issued to) NewCo. The Debtors shall take all steps that are reasonably necessary to maintain such Permits prior to transfer thereof to NewCo and NewCo shall have (and Debtors grant) all rights of entry onto the Real Property that are reasonably necessary therefor.

8.9 Avoidance Action. Pursuant to the Plan, Company shall agree not to (and shall not permit any other Debtor to) commence, assign, convey or abandon any Avoidance Actions against any Debtor's ordinary course vendors, contract counterparties, contractors and other suppliers of services related to the Business, without the consent of the Required Supporting Holders and Knight Hawk, only to the extent (a) such Person is a counterparty to one or more of the Assumed Contracts or (b) such Person is identified in good faith by the Required

Supporting Holders and Knight Hawk on Schedule 8.9 as a Person that NewCo (or its Affiliate, as applicable) may utilize in the ordinary course of business in operating the Transferred Assets prior to the second anniversary of the Closing Date; *provided that* (i) no Avoidance Action may be commenced, assigned, conveyed or abandoned by the Company before December 9, 2017 and (ii) the Required Supporting Holders and Knight Hawk may update Schedule 8.9 from time to time after the Execution Date and prior to the Closing at their sole discretion in accordance with the terms of this Section 8.9, but such update shall only apply to Avoidance Actions taken by the Debtors to the extent such Avoidance Actions are first initiated after the time of such update.

8.10 Payments Received. Company (on behalf of itself and the other Debtors), on the one hand, and NewCo, on the other hand, each agree that, after the Closing, each will hold and will promptly transfer and deliver to the other, from time to time as and when received by them, any cash, checks with appropriate endorsements (using commercially reasonable efforts not to convert such checks into cash) or other property that they may receive on or after the Closing that belongs to the other and will account to the other for all such receipts.

8.11 Certain Excluded Assets. Until the Designation Deadline, upon prior written notice to Company, the Supporting Holders and Knight Hawk shall have the right to jointly amend Schedule 2.3(t) to designate one or more of the Transferred Assets to be an Excluded Asset; provided, that in no event shall the Supporting Holders and Knight Hawk be permitted to exclude a Transferred Permit pursuant to this Section 8.11. If any Transferred Assets are designated as “Excluded Assets” by amending Schedule 2.3(t) then, notwithstanding anything in this Agreement to the contrary, effective automatically upon such designation, (a) any “Transferred Assets” so designated as “Excluded Assets” shall no longer constitute “Transferred Assets” and shall instead constitute “Excluded Assets” for all purposes under this Agreement, and (b) any “Assumed Liabilities” to the extent relating to such “Transferred Assets” so designated as “Excluded Assets” shall no longer constitute “Assumed Liabilities” and shall instead constitute “Excluded Liabilities” for all purposes under this Agreement.

8.12 Schedules. The Parties acknowledge that any and all Schedules and Disclosures Schedules attached to this Agreement in connection with the execution hereof are incomplete, preliminary, or subject to change. Company will have until November 21, 2017 (the “Update Date”) to provide Knight Hawk and Required Supporting Holders with a written notice attaching the final and complete set of all Schedules and Disclosure Schedules, which, for the avoidance of doubt, may include new Disclosure Schedules with new cross-references to Sections that do not expressly reference Disclosure Schedules (except Schedules prepared by Knight Hawk and the Required Supporting Holders as expressly designated herein and Schedule 2.6(b)) (“Schedule Update”). Knight Hawk and Required Supporting Holders shall have until November 29, 2016 to review the Schedules Update (“Review Deadline”). Each of Knight Hawk and Required Supporting Holders shall have, in its reasonable discretion, the right to terminate the Agreement on or before December 9, 2017, if, based upon any matter contained within or omitted from the final Schedules (including Schedule 2.6(b)) and Disclosure Schedules, and whether or not contained in initial or preliminary Schedules and Disclosure Schedules, such Party determines in its reasonable discretion that the business and prospects of the Business and the Transferred Assets, taking into account the Assumed Liabilities, as reasonably contemplated by such Party as of the Execution Date, are materially diminished or

impaired in light of such inclusion or omission. If this Agreement is not terminated within such time period, then (a) any such Schedule Update will be deemed effective as of the Execution Date, and shall be deemed to cure and correct any breach of any representation or warranty that would have existed if the Company would not have made such Schedule Update, and (b) if any such Schedule Update modifies a Schedule setting forth any Transferred Asset, then any such update shall be subject to the Supporting Holders and Knight Hawk's right to exclude certain Transferred Assets as set forth in Section 8.11.

8.13 LG&E/KU Agreements. Company shall cause NewCo to use commercially reasonable efforts to enter with LG&E/KU one or more amendments or other agreements, in form and substance reasonably acceptable to Knight Hawk and the Supporting Holders, with the effect thereof to restructure the LG&E/KU Contracts so that the average volume, quantity, quality (including but limited to heat content) and fuel adjustment index of all such Contracts is averaged and aggregated into a single integrated agreement; provided that (a) in no event shall the Company's covenant to use commercially reasonable efforts require it or NewCo to incur any costs related to such efforts or make any payment (other than a payment the Company or NewCo is otherwise already obligated to pay) to LG&E/KU to induce LG&E/KU to enter such amendments and (b) if all terms have not been agreed and all applicable Governmental Authorizations, if any are required, have not been received, by December 1, 2017, then any Party hereto may terminate this Agreement by providing written notice to the other Parties hereto.

8.14 Winding Down. Notwithstanding anything in this Agreement to the contrary, but subject to the terms and conditions of the Plan, after the Closing, the Company may take all steps it deems necessary or desirable in its sole discretion to wind down the affairs of the Company in a prompt and efficient manner (the date such wind down is complete, the "Wind Down Date").

8.15 Agreements. The Parties will each, as applicable, in good faith negotiate the following agreements and agree to forms of such agreements that contain customary terms and conditions reasonably agreed to among the Parties thereto prior to December 1, 2017 and otherwise in accordance with the terms and agreements set forth in this Agreement: (a) the Assignment, (b) the Assumption Agreement, (c) the Interim Permit Operating Agreement, (d) the Operating Agreement, (e) the Noteholder HoldCo Equity Conveyance, (f) the Debtor HoldCo Equity Conveyance and (g) the Transition Services Agreement; *provided that* for the avoidance of doubt, such Transition Services Agreement form will not include a schedule of services, a cost reimbursement schedule or a term length and such services and cost reimbursement schedules and the term length shall be agreed prior to the Closing only if the Required Supporting Holders and Knight Hawk, or the Company, as applicable, elect to utilize the Transition Services Agreement following the Closing.

ARTICLE IX

Conditions Precedent to Obligations of the Supporting Holders and Knight Hawk to Close

The obligations of the Supporting Holders and Knight Hawk to consummate the transactions contemplated by this Agreement are subject to the satisfaction (or waiver by the Required Supporting Holders and Knight Hawk), at or prior to the Closing, of each of the following conditions:

9.1 Accuracy of Representations. The representations and warranties of the Debtors set forth in Article V of this Agreement shall be true and correct in all respects (without regard to any qualifiers for materiality, Material Adverse Effect, or similar terms) as of the Closing Date, with the same effect as though such representations and warranties had been made on and as of the Closing Date (*provided that* representations and warranties which are confined to a specified date need only be true and correct as of such date); provided, however, that in the event of one or more breaches of or inaccuracies in the representations and warranties of the Debtors set forth in this Agreement, the condition set forth in this Section 9.1 shall be deemed satisfied unless the effect of all such breaches of or inaccuracies in such representations and warranties taken together results in a Material Adverse Effect. The Supporting Holders and Knight Hawk shall have received a certificate of the Debtors to such effect signed by a duly authorized Representative of each Debtor.

9.2 Debtors' Performance. The covenants and agreements that the Debtors are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been duly performed and complied with in all material respects. The Supporting Holders and Knight Hawk shall have received a certificate of the Debtors to such effect signed by a duly authorized Representative of each Debtor.

9.3 No Order. No Governmental Authority shall have enacted, issued, promulgated or entered any Order that is in effect and has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or could cause any of such transactions to be rescinded following the Closing.

9.4 Debtors' Deliveries. The Debtors shall have delivered or caused to be delivered, or shall be ready, willing and able to deliver, each of the deliveries required pursuant to Section 4.3.

9.5 Knight Hawk's Deliveries. Knight Hawk shall have delivered or caused to be delivered, or shall be ready, willing and able to deliver, each of the deliveries required pursuant to Section 4.4. The closing condition contained in this Section 9.5 is solely for the benefit of the Supporting Holders.

9.6 Supporting Holders' Deliveries. Supporting Holders shall have delivered or caused to be delivered, or shall be ready, willing and able to deliver, each of the deliveries required pursuant to Section 4.2. The closing condition contained in this Section 9.6 is solely for the benefit of Knight Hawk.

9.7 Effective Date. The Bankruptcy Court shall have entered the Confirmation Order and the conditions precedent to the Effective Date set forth in the Plan shall each have occurred (or shall occur simultaneously with the Closing) or shall have been waived in accordance with the terms thereof; *provided, however*, that if the Parties elect to effectuate the transactions contemplated hereby pursuant to the Section 363 Sale, the Sale Order shall have been entered by the Bankruptcy Court and shall have become a Final Order.

9.8 Released Claims. There shall be no pending challenge or contest to the validity, amount, perfection or priority of the Indenture Obligations or other claims of the Noteholders under the Notes Indenture that would affect, impair or otherwise limit (a) the Bankruptcy Court's ability to release the Encumbrances on the Transferred Assets and to cause the Noteholder Equity Issuance Consideration to be exchanged for the HoldCo Equity under the Plan or (b) the Trustee's ability to release the Encumbrances on the Transferred Assets and to cause the Noteholder Equity Issuance Consideration to be exchanged for the HoldCo Equity in connection with the Section 363 Sale (if applicable), or any such challenge or contest shall have been resolved to the satisfaction of Trustee in its sole and absolute discretion.

9.9 Restructuring Support Agreement. The Restructuring Support Agreement shall not have been terminated and remains in full force and effect and binding.

9.10 No Reporting Under Applicable Federal or State Securities Law. After Closing, neither Holdco nor Newco will have any disclosure or reporting obligations under the Securities Exchange Act of 1934, as amended, or under the securities laws of any state or other jurisdiction as a result of the consummation of the Sale Transaction in accordance herewith and the Plan.

9.11 Royalty Deferment Agreement. NewCo and Thoroughbred shall have entered into the Royalty Deferment Agreement.

9.12 Pre-Petition Cure Costs. The Pre-Petition Cure Costs shall be no more than the lesser of (a) One Million Dollars (\$1,000,000) greater than the aggregate amount of the estimated Pre-Petition Cure Costs set forth in Schedule 2.6(b) and (b) Six Million Dollars \$6,000,000.

9.13 Confirmation or Sale Order. The Bankruptcy Court shall have entered an order, which has become final, confirming the Plan (which authorizes the Sale Transaction pursuant to this Agreement) or, if applicable, authorizing the Sale Transaction separately from the Plan pursuant to this Agreement under Sections 105, 363 and 365 of the Bankruptcy Code, which order shall provide, whether such Sale Transaction is pursuant to the Plan or pursuant to a separate Sale Order, that the Sale Transaction will be authorized under Sections 105, 363 and 365 of the Bankruptcy Code, as well as Sections 1123 and 1129 of the Bankruptcy Code, if applicable, and shall be in form and substance satisfactory to NewCo, the Required Supporting Holders and Knight Hawk and shall contain the customary provisions relating to a sale under Sections 105, 363 and 365, including those referenced in the definition of Sale Order herein.

9.14 Consent. The Commonwealth of Kentucky shall have consented to the assignment of that certain Surface Mining Encroachment Permit Agreement, Permit 02-2013-

00144, between the Commonwealth of Kentucky, by and through its Transportation Cabinet, Department of Highways, and Armstrong Coal Company, Inc., dated on or about August 2, 2013.

9.15 Replacement Security. The amount required to be funded or guaranteed by Knight Hawk to release and terminate the Company's Obligations and the Security Arrangements shall be less than Ten Million Dollars (\$10,000,000).

9.16 Rights of First Refusal. The holders of any rights of first refusal or similar right on any Transferred Asset that is material to the operation of the Business or the Transferred Assets, which shall include any such right pertaining to any owned or leased real property or improvements thereon used in the operation of the Business, contained within any Transferred Permit, or within any life-of-mine mine plan or mining projection contemplated for the Transferred Assets, shall have received legally required and legally sufficient notice of the transactions contemplated hereby, and the Sale Order shall state that title thereto shall be validly vested in NewCo free and clear of the rights of any holders of such rights in respect of the Sale Transaction.

ARTICLE X

Conditions Precedent to the Obligation of the Debtors to Close

The Debtors' obligation to consummate the transactions contemplated by this Agreement is subject to the satisfaction (or waiver by the Debtors), at or prior to the Closing, of each of the following conditions:

10.1 Accuracy of Representations. The representations and warranties set forth in Article VI of this Agreement that are qualified by materiality or similar expressions shall be true and correct in all respects and the representations and warranties set forth in Article VI of this Agreement that are not qualified as to materiality or similar expressions shall be true and correct in all respects as of the Closing Date, with the same effect as though such representations and warranties had been made on and as of the Closing Date (*provided that* representations and warranties that are confined to a specified date need only be true and correct as of such date). The Debtors shall have received a certificate from each such Party to such effect signed by a duly authorized signatory of each such Party.

10.2 Covenant Performance. The covenants and agreements that Knight Hawk and the Supporting Holders are required to perform or to comply with pursuant to this Agreement at or prior to the Closing shall have been performed and complied with in all material respects. The Debtors shall have received a certificate of Knight Hawk and the Supporting Holders to such effect signed by a duly authorized signatory of each such Party.

10.3 No Order. No Governmental Authority shall have enacted, issued, promulgated or entered any Order that is in effect and that has the effect of making illegal or otherwise prohibiting the consummation of the transactions contemplated by this Agreement or could cause any of such transactions to be rescinded following the Closing.

10.4 Supporting Holders' Deliveries; Knight Hawk's Deliveries. Supporting Holders and Knight Hawk shall have delivered or caused to be delivered, or shall be ready, willing and able to deliver, each of the deliveries required pursuant to Section 4.2 and Section 4.4, respectively.

10.5 Effective Date. The Bankruptcy Court shall have entered the Confirmation Order and the conditions precedent to the Effective Date set forth in the Plan shall each have occurred (or shall occur simultaneously with the Closing) or shall have been waived in accordance with the terms thereof; *provided, however*, that if the Parties elect to effectuate the transactions contemplated hereby pursuant to the Section 363 Sale, the Bankruptcy Court shall have entered the Sale Order and it shall have become a Final Order.

ARTICLE XI

Sale of the Transferred Assets Pursuant to Section 363

11.1 Section 363 Sale. Notwithstanding anything to the contrary contained herein, the Debtors may, with the written consent of the Required Supporting Holders and Knight Hawk, file a motion with the Bankruptcy Court seeking authority to effectuate the transactions contemplated hereby (including the Sale Transaction) pursuant to section 363 of the Bankruptcy Code (the "Section 363 Sale"). If the Debtors, the Required Supporting Holders and Knight Hawk make such election, the Parties shall use best efforts to effectuate the Section 363 Sale on substantially the same terms as set forth herein, and shall work together in good faith to amend this Agreement and any Transaction Documents to consummate such sale as promptly as practicable.

11.2 Trustee. From the Execution Date until the earlier of the Closing or the termination of this Agreement, the Supporting Holders shall direct the Trustee to take actions consistent with the terms of this Agreement.

ARTICLE XII

Termination

12.1 Termination Events. Anything contained in this Agreement to the contrary notwithstanding, this Agreement may be terminated at any time prior to the Closing:

(a) by either Company, the Required Supporting Holders or Knight Hawk, if a Governmental Authority issues a final, non-appealable ruling or Order prohibiting the transactions contemplated hereby where such ruling or Order was not requested, encouraged or supported by the Party seeking to terminate this Agreement;

(b) by mutual written consent of Company, the Required Supporting Holders and Knight Hawk;

(c) by the Required Supporting Holders or Knight Hawk, (a) if the Bankruptcy Court has not entered the Confirmation Order on or before February 23, 2018, or the Effective Date has not occurred on or before February 28, 2018, (b) if the Parties elect to effectuate the transactions contemplated hereby pursuant to the Section 363 Sale, the Sale Order has not become a Final Order on or before February 28, 2018 (the “Outside Date”), or (c) pursuant to Section 8.12;

(d) by the Required Supporting Holders or Knight Hawk, if the Bankruptcy Court enters an Order dismissing, or converting into a case under chapter 7 of the Bankruptcy Code, the case commenced by the Debtors under chapter 11 of the Bankruptcy Code and comprising part of the Chapter 11 Cases or appointing a trustee or examiner with enlarged powers relating to the operation of the Business;

(e) by Company, if the Bankruptcy Court enters an Order dismissing, or converting into a case under chapter 7 of the Bankruptcy Code, the case commenced by the Debtors under chapter 11 of the Bankruptcy Code and comprising part of the Chapter 11 Cases, where such Order was not requested, encouraged or supported by the Debtors;

(f) by the Required Supporting Holders or Knight Hawk, if prior to the Closing, Company or any other Debtor files a Plan inconsistent, in any material respect, with the terms of this Agreement (or supports any such plan filed by another party) or seeks to modify or withdraw the motion approving the Bid Protections Order or any motion pertaining to the Sale Order, if applicable, or otherwise fails to pursue confirmation of the Plan and entry of the Confirmation Order, other than, in each case, with the consent of the Required Supporting Holders and Knight Hawk;

(g) by the Required Supporting Holders in the event of any breach by the Debtors or Knight Hawk of any of their respective agreements, covenants, representations or warranties contained herein and where such breach (i)(A) if by the Debtors, results or will result in the failure of a condition set forth in Section 9.1 or Section 9.2 to be satisfied, or (B) if by Knight Hawk, results or will result in the failure of a condition set forth in Section 10.1 or Section 10.2 to be satisfied, and (ii) either (A) cannot be cured by the Outside Date or (B) if capable of being cured, has not been cured by the earlier of ten (10) Business Days after the giving of written notice thereof by the Required Supporting Holders to the Debtors or Knight Hawk, as applicable (which notice shall specify the nature of such breach and be given as promptly as practicable), and the Outside Date; *provided, however*, that the Supporting Holders shall not be permitted to terminate this Agreement pursuant to this Section 12.1(g) if such terminating Supporting Holders are themselves in material breach of any of its representations, warranties, covenants or agreements contained herein (or in breach at all with respect to those representations, warranties, covenants and agreements that are qualified as to materiality or Material Adverse Effect or similar expressions);

(h) by Knight Hawk in the event of any breach by the Debtors or the Supporting Holders of any of their respective agreements, covenants, representations or

warranties contained herein and where such breach (i)(A) if by the Debtors, results or will result in the failure of a condition set forth in Section 9.1 or Section 9.2 to be satisfied, or (B) if by the Supporting Holders, results or will result in the failure of a condition set forth in Section 10.1 or Section 10.2 to be satisfied, and (ii) either (A) cannot be cured by the Outside Date or (B) if capable of being cured, has not been cured by the earlier of ten (10) Business Days after the giving of written notice thereof by Knight Hawk to the Debtors or the Supporting Holders, as applicable (which notice shall specify the nature of such breach and be given as promptly as practicable), and the Outside Date; *provided, however*, that Knight Hawk shall not be permitted to terminate this Agreement pursuant to this Section 12.1(h) if Knight Hawk is itself in material breach of any of its representations, warranties, covenants or agreements contained herein (or in breach at all with respect to those representations, warranties, covenants and agreements that are qualified as to materiality or Material Adverse Effect or similar expressions);

(i) by Company in the event of any breach by the Supporting Holders or Knight Hawk of any of their agreements, covenants, representations or warranties contained herein and such breach (i) would result in the failure of a condition set forth in Section 10.1 or Section 10.2 to be satisfied and (ii) either (A) cannot be cured by the Outside Date or (B) if capable of being cured, has not been cured by the earlier of ten (10) Business Days after the giving of written notice thereof by Company to the Supporting Holders or Knight Hawk, as applicable (which notice shall specify the nature of such breach and be given as promptly as practicable), and the Outside Date; *provided, however*, that Company shall not be permitted to terminate this Agreement pursuant to this Section 12.1(i) if Company is itself in material breach of any of Company's representations, warranties, covenants or agreements contained herein (or in breach at all with respect to those representations, warranties, covenants and agreements that are qualified as to materiality or Material Adverse Effect or similar expressions);

(j) by the Company, if the board of directors, board of managers, or such similar governing body of any Debtor determines, after consulting with counsel, (i) that proceeding with this Agreement or any of the transactions contemplated herein or in the Restructuring Support Agreement would be inconsistent with the exercise of its fiduciary duties or any applicable Legal Requirement or (ii) in the exercise of its fiduciary duties, to pursue a Competing Transaction;

(k) by the Required Supporting Holders or Knight Hawk, if the Parties elect to effectuate the transactions contemplated hereby pursuant to the Section 363 Sale and for any reason Trustee is unable to credit bid the Noteholder Equity Issuance Consideration pursuant to Section 363(k) of the Bankruptcy Code as provided for herein;

(l) (i) by the Required Supporting Holders or Knight Hawk if any Debtor enters into a definitive agreement with respect to a Competing Transaction or if the Bankruptcy Court approves a Competing Transaction (unless the Supporting Holders and Knight Hawk are designated as a back-up bidder, or (ii) automatically if a Competing Transaction is consummated;

(m) by the Required Supporting Holders or Knight Hawk upon termination of the Restructuring Support Agreement;

(n) by either Company, the Required Supporting Holders or Knight Hawk, if the applicable Parties have not agreed upon the form of the Operating Agreement before December 1, 2017;

(o) by the Required Supporting Holders or Knight Hawk in accordance with Section 8.12; or

(p) by any Party in accordance with Section 8.13.

12.2 Effect of Termination.

(a) In the event of termination of this Agreement by the Required Supporting Holders, Knight Hawk or Company pursuant to this Article XII, all rights and obligations of the Parties under this Agreement shall terminate without any Liability of any Party to any other Party; *provided, however*, that nothing herein shall relieve any Party from liability for breach of this Agreement prior to such termination if such breach results from fraudulent or criminal acts, the remedies for which shall not be limited by the provisions of this Agreement. The provisions of this Section 12.2, along with Section 7.1 (and, to the extent applicable to the interpretation or enforcement of such provisions, Article I and Article XIII), shall expressly survive the termination of this Agreement.

(b) Subject to the terms of the Bid Protections Order, the Debtors shall pay to Knight Hawk the Expense Reimbursement, by wire transfer of immediately available funds promptly (but in no event later than the next Business Day) upon the earlier to occur of (i) consummation of a Competing Transaction or (ii) the termination of this Agreement (other than a termination pursuant to Section 12.1(b), Section 12.1(g) (by Required Supporting Holders as a result of a breach of this Agreement by Knight Hawk), Section 12.1(i) (by Company as a result of a breach of this Agreement by Knight Hawk), Section 12.1(n), Section 12.1(o) or Section 12.1(p); *provided, however*, if the Debtors fail to pay amounts due to Knight Hawk pursuant to this Section 12.2(b) within the time period specified herein, the Debtors shall pay the costs and expenses (including reasonable legal fees and expenses) incurred by Knight Hawk in connection with any Proceeding taken to collect payment of such amounts, together with interest on such unpaid amounts at the Applicable Rate, calculated on a daily basis from the date such amounts were required to be paid until the date of actual payment, except to the extent such unpaid amounts are contested by the Debtors in good faith.

(c) Each Party acknowledges that the agreements contained in this Section 12.2 are an integral part of the transactions contemplated by this Agreement, that without these agreements such Party would not have entered into this Agreement, and that any amounts payable pursuant to this Section 12.2 do not constitute a penalty.

ARTICLE XIII

General Provisions

13.1 Survival. All covenants and agreements contained in this Agreement or any other Transaction Document that by their terms are to be performed in whole or in part, or

that prohibit actions, at or subsequent to the Closing shall survive the Closing hereunder until fully performed and each Party hereto shall be liable to the other after the Closing for any breach thereof. Subject to the following sentence, all other covenants and agreements contained in this Agreement, and all representations and warranties contained in this Agreement or in any certificated deliveries hereunder, shall not survive the Closing and shall thereupon terminate, including any Actions for damages in respect of any breach thereof. Notwithstanding anything to the contrary, the indemnity obligations set forth in Section 5.26 and Section 6.4, in each case, shall survive the Closing indefinitely. Notwithstanding the foregoing, nothing in this Section 13.1 shall prohibit Company or any of its Affiliates from ceasing operations or winding up its affairs following the Closing.

13.2 Confidentiality. The Parties agree that the confidentiality agreements entered into by them and/or their Affiliates prior to the Petition Date (the “Confidentiality Agreements”) shall continue in full force and effect notwithstanding the execution and delivery by the Parties of this Agreement; *provided, however*, that (a) disclosure of matters that become a matter of public record as a result of the Chapter 11 Cases and the filings related thereto shall not constitute a breach of such Confidentiality Agreements, and (b) disclosures permitted under this Agreement shall not constitute a breach of such Confidentiality Agreements. If the Closing should occur, the confidentiality restrictions on the Supporting Holders and Knight Hawk contained in this Agreement as well as those contained in the Confidentiality Agreements shall terminate, except to the extent covering any Excluded Assets; *provided that*, in any event the Confidentiality Agreements shall terminate on the date that is twelve (12) months from the Closing Date.

13.3 Public Announcements. Unless otherwise required by applicable Legal Requirement or by obligations of the Supporting Holders, Knight Hawk or the Debtors or their respective Affiliates pursuant to any listing agreement with or rules of any securities exchange (and excluding disclosure of matters that become a matter of public record as a result of the Chapter 11 Cases and the filings related thereto shall not constitute a breach of such Confidentiality Agreements), the Parties shall consult with each other before issuing any press release or otherwise making any public statement with respect to this Agreement, the transactions contemplated hereby or the activities and operations of the other and shall not issue any such release or make any such statement without the prior written consent of the other Parties (such consent not to be unreasonably withheld, conditioned or delayed).

13.4 Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and shall be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by email, provided that if such email is sent after 5:00 p.m. CST or is otherwise sent on a day that is not a Business Day, such email shall be deemed received on the next Business Day, (c) received by the addressee, if sent by a delivery service (prepaid, receipt requested) or (d) if sent by registered or certified mail (postage prepaid, return receipt requested), on the date of delivery, in each case to the appropriate addresses and representatives (if applicable) set forth below (or to such other addresses and representatives as a Party may designate by notice to the other Parties):

- (i) If to the Debtors, then to:

c/o: Armstrong Energy, Inc.
7733 Forsyth Boulevard, Suite 1625
St. Louis, Missouri 63105
Attention: Eric Waller

with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP
300 North LaSalle
Chicago, Illinois 60654
Attention: Ross M. Kwasteniet
Will Guerrieri
Travis M. Bayer

- (ii) If to the Supporting Holders:

Ad Hoc Committee of First Lien Lenders of Armstrong
Energy, Inc.
c/o Paul, Weiss, Rifkind, Wharton & Garrison, LLP
1285 Avenue of the Americas
New York, NY 10019
Attention: Brian S. Hermann
Elizabeth R. McColm

- (iii) If to Knight Hawk:

Knight Hawk Holdings, LLC
500 Cutler-Trico Road
Percy, IL 62272
Attention: Steve Carter

with a copy (which shall not constitute notice) to:

Jackson Kelly PLLC
221 NW Fifth Street
Evansville, IN 47708
Attention: Charles A. Compton

and

Jackson Kelly PLLC
500 Lee Street East, Suite 1600
Charleston, WV 25301
Attention: William F. Dobbs

13.5 Waiver, Waiver of Damages. Neither the failure nor any delay by any Party in exercising any right, power or privilege under this Agreement or the documents referred to in this Agreement shall operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege shall preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no waiver that may be given by a Party shall be applicable except in the specific instance for which it is given, and (b) no notice to or demand on one Party shall be deemed to be a waiver of any right of the Party giving such notice or demand to take further action without notice or demand. **NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF, ASSOCIATED WITH, OR RELATING TO THIS AGREEMENT (INCLUDING LOSS OF PROFIT OR BUSINESS INTERRUPTIONS, HOWEVER SAME MAY BE CAUSED) AND THE PARTIES HEREBY WAIVE ALL CLAIMS FOR ANY SUCH DAMAGES.**

13.6 Entire Agreement; Amendment. This Agreement (including the Schedules and the Exhibits) and the other Transaction Documents supersede all prior agreements among or between the Parties with respect to their subject matter and constitute a complete and exclusive statement of the terms of the agreements among or between the Parties with respect to their subject matter. This Agreement may not be amended except by a written agreement executed by the Debtors, the Required Supporting Holders and Knight Hawk.

13.7 Assignment. This Agreement, and the rights, interests and obligations hereunder, shall not be assigned by any Party by operation of law or otherwise without the express written consent of the Debtors, the Required Supporting Holders and Knight Hawk (which consent may be granted or withheld in the sole discretion of such Party); *provided, however,* that any Supporting Holder shall be (i) permitted, upon prior notice to the Debtors, to assign all or part of its rights and/or obligations hereunder to one or more of its Affiliates and (ii) permitted to assign all or part of its rights and/or obligations hereunder to any Person who has executed a joinder agreement to the Restructuring Support Agreement, and, in case of each of clauses (i) and (ii), each such assignee shall be deemed to be a Supporting Holder for all purposes under the Transaction Documents to the extent of the rights and obligations so assigned to such assignee. Notwithstanding the foregoing, no assignment of any obligations hereunder shall relieve the Parties hereto of any such obligations without the prior written consent of the Company (not to be unreasonably, conditioned or delayed), unless such transferring Party and transferee provide reasonable evidence of such transferee's ability to perform in full the transferring Party's obligations under this Agreement in all respects as reasonably determined by the Company (which, for purposes of a Supporting Holder, delivery of an executed joinder to this Agreement by an assignee of such Supporting Holder and evidence of transfer of such Supporting Holder's Indenture Obligation shall be deemed reasonable evidence). Upon any such permitted assignment, the references in this Agreement to the Debtors, the Supporting Holders or Knight Hawk shall also apply to any such assignee unless the context otherwise requires.

13.8 Severability. The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the

application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this Agreement and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability.

13.9 Expenses. Except as otherwise is expressly provided in this Agreement (including as provided in Section 12.2), whether or not the transactions contemplated by this Agreement are consummated, the Parties shall bear their own respective expenses (including all compensation and expenses of counsel, financial advisors, consultants, actuaries and independent accountants) incurred in connection with this Agreement and the transactions contemplated hereby.

13.10 Time of Essence. Time shall be of the essence with respect to all time periods and notice periods set forth in this Agreement.

13.11 Governing Law; Consent to Jurisdiction and Venue; Jury Trial Waiver.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

(b) Without limitation of any Party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes that may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding; *provided, however*, that, if the Chapter 11 Cases are closed, all Actions and Proceedings arising out of or relating to this Agreement shall be heard and determined in a New York state court or a federal court sitting in the state of New York, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action or Proceeding and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action or Proceeding. The Parties consent to service of process by mail (in accordance with Section 13.4) or any other manner permitted by law.

(c) Each Party hereby waives, to the fullest extent permitted by applicable Legal Requirements, any right it may have to a trial by jury in any Proceeding directly or indirectly arising out of or relating to this Agreement, the other Transaction Documents or any other agreement contemplated hereto and thereto or the transactions contemplated hereby or thereby (whether based on contract, tort or any other theory). Each Party (a) certifies that no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waiver and

(b) acknowledges that it and the other Parties have been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this section.

13.12 Counterparts. This Agreement and any amendment hereto may be executed in one or more counterparts, and by the different Parties in separate counterparts, each of which shall be deemed to be an original of this Agreement or such amendment and all of which, when taken together, shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by facsimile or other electronic means (including portable document format sent via email) shall be as effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

13.13 Parties in Interest; No Third Party Beneficiaries. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

13.14 Non-Recourse. Any claim or cause of action based upon, arising out of, or related to this Agreement or any agreement, document or instrument contemplated hereby may only be brought against the Parties hereto, and then only with respect to the specific obligations set forth herein or therein. Other than the Parties hereto, no other party shall have any liability or obligation for any of the representations, warranties, covenants, agreements, obligations or Liabilities of any party under this Agreement, the other Transaction Documents, or any other agreement contemplated hereto and thereto or of or for any Proceeding based on, in respect of, or by reason of, the transactions contemplated hereby or thereby (including the breach, termination or failure to consummate such transactions), in each case whether based on contract, tort, fraud, strict liability, other Legal Requirements or otherwise and whether by piercing the corporate veil, by a claim by or on behalf of a Party hereto or another Person or otherwise.

13.15 Disclosure Schedules; Materiality. The inclusion of any matter in any Disclosure Schedule shall be deemed to be an inclusion in all other Disclosure Schedules and disclose against any representation or warranty in this Agreement, without regard for whether such representation or warranty expressly references a Disclosure Schedule, but only to the extent that such disclosure is sufficient to identify the matter to which such disclosure is responsive and reasonably apparent on its face, but inclusion therein shall not be deemed to constitute an admission, or otherwise imply, that any such matter is material or creates a measure for materiality for purposes of this Agreement. The disclosure of any particular fact or item in any Disclosure Schedule shall not be deemed an admission as to whether the fact or item is “material” or would constitute a “Material Adverse Effect.”

13.16 Injunctive Relief.

(a) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement or the other Transaction Documents (as applicable) were not performed in accordance with their specific terms or were otherwise breached, and that damages pursuant to Legal Requirements may be an inadequate remedy for the breach of any of

the covenants, promises and agreements contained in this Agreement or the other Transaction Documents (as applicable), and, accordingly, any Party shall be entitled to injunctive relief to prevent any such breach, and to specifically enforce the terms and provisions of this Agreement or the other Transaction Documents (as applicable), including specific performance of such covenants, promises or agreements or an order enjoining a Party from any threatened, or from the continuation of any actual, breach of the covenants, promises or agreements contained in this Agreement or the other Transaction Documents (as applicable). The rights set forth in this Section 13.17 shall be in addition to any other rights that a Party may have pursuant to Legal Requirements or in equity with respect to this Agreement or the other Transaction Documents (as applicable).

(b) Subject to Section 13.17(c), the Parties hereby agree not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches of this Agreement or the other Transaction Documents (as applicable) by the Supporting Holders, Knight Hawk or the Debtors, as applicable, and to specifically enforce the terms and provisions of this Agreement or the other Transaction Documents (as applicable) to prevent breaches or threatened breaches of, or to enforce compliance with, the respective covenants and obligations of the Supporting Holders, Knight Hawk or the Debtors, as applicable, under this Agreement or the other Transaction Documents (as applicable) all in accordance with the terms of this Section 13.17.

(c) Notwithstanding the foregoing, nothing in this Section 13.17 shall prohibit the Debtors or any of their respective Affiliates from ceasing operations or winding up its affairs following the Closing.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives, all as of the Execution Date.

THE DEBTORS:

ARMSTRONG ENERGY, INC.

By:_____

Name:

Title:

[]

By:_____

Name:

Title:

THE SUPPORTING HOLDERS:

[]

By:_____

Name:

Title:

KNIGHT HAWK:

KNIGHT HAWK HOLDINGS, LLC

By:_____

Name:

Title:

Armstrong Energy, Inc.
Schedule 2.2(b)(ii)
Transferred Owned Real Property
Union County

A. Union County - Owned Real Property - Surface

Instrument	Date	Grantor	Grantee	Recording info
Deed	4/30/13	Brown's Ramsey Creek Farm	Armstrong Coal Company, Inc.	BK 354 pg 87 - 90
General Warranty Deed	3/16/12	Harry L. Cowan and his wife, Joann Cowan	Armstrong Coal Company, Inc.	D348 PG402
Right-of-Way Easement Agreement	7/25/11	Sara McCaskey	Armstrong Coal Company, Inc.	BK345, PG222-229 Union County Clerk
Deed	3/31/13	Sara McCaskey, unmarried	Armstrong Coal Company, Inc.	BK353, PG567-570 Union County Clerk
Right-of-Way Agreement	4/23/13	Nancy Prenzno	Armstrong Coal Company, Inc.	Memorandum of Right-of-Way Agreement April 23, 2013 BK354, PG79-86 Union County Clerk
Deed	6/28/13	Rising Point, LLC	Armstrong Coal Company, Inc.	BK354, PG614-619 Union County Clerk
Deed (Impoundment area)	12/23/13	Rising Point, LLC	Armstrong Coal Company, Inc.	D357, PG318 Union County Clerk
Deed of Easement	9/25/13	Darrell L. Thomas and Donna G. Thomas husband and wife, Joseph Donald Thomas and Cheryl J. Thomas husband and wife, William Raymond Thomas and Linda F. Thomas husband and wife, and J. William Richardson and Mariam T. Richardson husband and wife	Armstrong Coal Company, Inc.	BK355, PG645-653 Union County Clerk
Deed of Easement	10/2/13	Richard W. White, Janet D. White, Robert S. White, Marie White, Walter Reed White, Andrea White, John Ryan White, Brooke White, R. Jeremy White, Patricia K. White, R. Dustin White, Tammy H. White, and J. Drew White	Armstrong Coal Company, Inc.	BK 355 PG 715-723 Union County Clerk

B. Union County - Owned Real Property - Coal

Instrument	Date	Grantor	Grantee	Recording info
Quitclaim Deed of Conveyance	7/24/14	John P. Brinson and Toni A. Brinson	Armstrong Coal Company, Inc.	D360, PG184
Quitclaim Deed of Conveyance	8/26/14	Jerry Pace and Cheryl Pace	Armstrong Coal Company, Inc.	D360, PG370
Quitclaim Deed of Conveyance	8/13/14	Mary Ann and Robert Walther	Armstrong Coal Company, Inc.	D360, PG367
Quitclaim Deed of Conveyance	8/26/14	Nancy J. & Robert Muehlhauser	Armstrong Coal Company, Inc.	D360, PG364
Quitclaim Deed of Conveyance	8/22/14	Ruth Elkins	Armstrong Coal Company, Inc.	D360, PG688
Corporation Special Warranty Deed	12/29/11	Midwest Coal Reserves of Kentucky, LLC	Armstrong Coal Company, Inc.	BK347, PG354-374 Union County Clerk
Deed	7/15/11	James V. Orsburn aka James Viehe Orsburn, and his wife, Margaret B. Orsburn	Armstrong Coal Company, Inc.	BK345, PG104-106 Union County Clerk

C. Union County - Leased Real Property - Surface

None

D. Union County - Leased Real Property - Coal

None

E. Union County - Known Rights of First Refusal and Other Exceptions/Prior Conveyances

Instrument	Date	Grantor	Grantee	Recording Info	Notes
Deed	6/28/13	Rising Point, LLC	Armstrong Coal Company, Inc.	BK354, PG614-619 Union County Clerk	Subject to option set forth in Purchase Agreement dated June 28, 2013 between Armstrong Coal Company, Inc. and Tim Smith.

Armstrong Energy, Inc.
Schedule 2.2(b)(ii)
Transferred Owned Real Property
Union County

Deed	4/30/13	Brown's Ramsey Creek Farm	Armstrong Coal Company, Inc.	BK 354 pg 87 - 90	Subject to a right of first refusal and right of second refusal as set forth in a December 27, 2012 Purchase Option Agreement, as amended by agreement dated December 27, 2012
Deed	3/31/13	Sara McCaskey, unmarried	Armstrong Coal Company, Inc.	BK353, PG567-570 Union County Clerk	Subject to an option to repurchase as set forth in a Purchase Option Agreement dated July 25, 2011 among the same parties.
Right-of-Way Easement Agreement	7/25/11	Sara McCaskey	Armstrong Coal Company, Inc.	BK345, PG222-229 Union County Clerk	Automatic termination after 35 years
Right-of-Way Agreement	4/23/13	Nancy Prenzno	Armstrong Coal Company, Inc.	Memorandum of Right-of-Way Agreement April 23, 2013 BK354, PG79-86 Union County Clerk	Grantor has repurchase option
Deed of Easement	10/2/13	White Farms	Armstrong Coal Company, Inc.	BK355, PG715-723 Union County Clerk	Terminates upon discontinued use of overland conveyor

F. Union County - Other Third Party Conveyances/Rights

Instrument	Date	Grantor	Grantee	Recording Info	Notes
Purchase Option Agreement	12/27/12	Brown's Ramsey Creek Farm	Armstrong Coal Company, Inc.	Unrecorded	Grantor has right to 10 year farm lease on PVA#68-05 owned by Grantee commencing January 1, 2013

G. Union County - Farm Leases

None

Armstrong Energy, Inc.
Schedule 2.2(b)(ii)
Transferred Owned Real Property
Webster County

A. Webster County - Owned Real Property - Surface

Instrument	Date	Grantor	Grantee	Recording Info
Deed	6/28/13	Rising Point, LLC	Armstrong Coal Company, Inc.	BK285, PG784 Webster County Clerk

B. Webster County - Owned Real Property - Coal

None

C. Webster County - Leased Real Property - Surface

None

D. Webster County - Leased Real Property - Coal

None

E. Webster County - Known Rights of First Refusal and Other Exceptions/Prior Conveyances

Instrument	Date	Grantor	Grantee	Recording	Notes
Deed	6/28/13	Armstrong Coal Company, Inc .	Rising Point, LLC	DB285, PG779 Webster County Clerk	Alcoa Land Swap

F. Webster County - Other Third Party Conveyances/Rights

None

G. Webster County - Farm Leases

None

Armstrong Energy, Inc.
Schedule 2.2(b)(ii)
Transferred Owned Real Property
Muhlenberg County

A. Muhlenberg County - Owned Property - Surface

Instrument	Date	Grantor	Grantee	Recording info	Notes
Non-Exclusive Haulroad Easement (Gibraltar Haulroad and Access Road)	2/27/12	Cyprus Creek Land Company	Survant Mining Company, LLC	D557, PG274	From TVA paradise plant to RR on west side, and HWY 62 on east side
Non-Exclusive Haulroad Easement (Gibraltar Haulroad and Access Road)	2/27/12	Western Land Company, LLC	Survant Mining Company, LLC	D557, PG287	Gibraltar Haulroad and Access Road
Non-Exclusive Haulroad Easement (Gibraltar Haulroad North from P & L Railway and West to KY Hwy 3038)	2/27/12	Cyprus Creek Land Company	Survant Mining Company, LLC	D557, PG297	Gibraltar Haulroad North from P & L Railway and West to KY Hwy 3038
Non-Exclusive Temporary Haulroad Easement (Gibraltar Haulroad North from Access Road to US Highway 62 and West to KY Hwy 3038)	10/29/12	Cyprus Creek Land Company	Thoroughbred Mining Company, LLC and Armstrong Coal Company, Inc.	D561, PG108	Gibraltar Haulroad North from Access Road to US Highway 62 and West to KY Hwy 3038
Haulroad Easement	3/13/14	Talmar LLC and J. L. Rogers Family LLC	Armstrong Coal Company, Inc.	D 568 pg 537	Related to Parkway/Survant
Special Warranty Deed	3/25/16	Mine Fab, LLC	Western Land Company, LLC	D579, pg722	Parkway Fab Shop property
Deed of Easement	5/31/07	Central States Coal Reserves of Kentucky, LLC	Western Diamond, LLC	DB 528 pg 344	Assignment of mining rights and privileged at Fish & Wildlife, among others
Quitclaim Deed	3/30/12	Western Mineral Development	Western Land Company	DB 557 pg 692	Parkway Surface
Quitclaim Deed	3/30/12	Western Mineral Development	Western Land Company	D557, PG701	Gibraltar Surface
Surface Use Agreement and Option Agreement	10/17/13	Cyprus Creek Land Company, Inc.	Armstrong Coal Company, Inc.	Memorandum of Surface Use Agreement and Option Agreement 10/17/13 DB566, pg501	Surface north of the WK Parkway - Consent required for assignment
Deed of Easement	4/17/07 but effective 3/30/2007	Central States Coal Reserves of Kentucky, LLC	Western Land Company, LLC	DB 527 pg 153	Fish & Wildlife, Paradise - 50 acres
Quitclaim Deed of Conveyance	3/30/12	Western Mineral Development LLC	Western Land Company LLC	DB 557 pg 701	Gibraltar Surface

B. Muhlenberg County - Owned Property - Coal

None

C. Muhlenberg County - Leased Property - Surface

Instrument	Date	Grantor	Grantee	Recording info	Notes
Coal Mining Lease	2/9/11	Western Diamond, LLC & Western Mineral Development, LLC	Armstrong Coal Company, Inc	Short Form of Coal Mining Lease 2/9/11 DB 551, pg 523	Jacob's Creek - Sunnyside (Part) - Hillside - Cyprus Creek - Nelson Creek "B"
Coal Mining Lease and Sublease	2/9/11	Western Land Company and Western Mineral Development	Armstrong Coal Company	Short Form DB 551 pg 607	Parkway No. 9
Consent to Partial Sublease (Deep #9 Coal Lying North of the South ROW line of Wendell Ford Parkway)	12/29/11	Talmar, LLC; Talmar of FL; J. L. Rogers Family; James L. Rogers III & Mary M. Rogers; Sue Rogers Johnson; Anne F. Rogers Family; Cyprus Creek Land Resources	Armstrong Coal Company	not recorded	Parkway No. 9 - North of WK Parkway
Overriding Royalty Agreement	12/29/11	Cyprus Creek Land Resources	Armstrong Coal Company	Memorandum D556, PG442	Parkway No. 9 - North of WK Parkway
Coal Mining Sublease	10/1/14	Western Mineral Development, LLC	Armstrong Coal Company, Inc.	Short Form of Coal Mining Sublease 10/1/14 at DB 571, pg 91	#8 Leased Coal / CCLR #8 Coal Lease; Same property subleased by Armstrong to Thoroughfare by sublease dated October 1, 2014 at Deed Book 571 PG 119
Coal Mining Lease and Sublease	2/9/11	Western Land Company, LLC and Western Mineral Development, LLC	Armstrong Coal Company, Inc.	Short Form of Coal Mining Lease and Sublease 2/9/11 DB551, PG679	Martin Lease/Vogue (Sunnyside (part) - Game Preserve - Paradise #9

Armstrong Energy, Inc.
Schedule 2.2(b)(ii)
Transferred Owned Real Property
Muhlenberg County

Assignment and Assumption of Surface Leasehold Estate Sunnyside (Richey) area	4/28/08	Heritage Coal Company, LLC	Western Diamond, LLC	Memorandum of Assignment and Assumption of Surface Coal Mining Lease 4/28/08 D536, PG148	Richey Assignment

D. Muhlenberg County - Leased Property - Coal

Instrument	Date	Grantor	Grantee	Recording info	Notes
Coal Mining Lease	2/9/11	Western Diamond, LLC & Western Mineral Development, LLC	Armstrong Coal Company, Inc	Short Form of Coal Mining Lease 2/9/11 DB 551, pg 523	Jacob's Creek - Sunnyside (Part) - Hillside - Cyprus Creek - Nelson Creek "B"
Assignment and Assumption of Lease and Sublease	10/1/14	Armstrong Coal Company, Inc.	Thoroughfare Mining, LLC	DB 571 pg 119	#8 Leased Coal / CCLR #8 Coal Lease
Coal Mining Sublease	10/1/14	Western Mineral Development, LLC	Armstrong Coal Company, Inc.	Short Form of Coal Mining Sublease 10/1/14 DB 571, pg 101	#8 Leased Coal/Duncan Heirs - Same property subleased by Armstrong to Thoroughfare by sublease dated October 1, 2014 at DB 571 PG 129
Coal Mining Sublease	10/1/14	Western Mineral Development, LLC	Thoroughfare Mining, LLC	Short Form of Coal Mining Sublease 10/1/14 DB 571 pg 371	#8 Leased Coal / Rogers Heirs
Assignment and Assumption of Partial Leasehold and Subleasehold Estate	10/1/14	Armstrong Coal Company, Inc.	Thoroughfare Mining, LLC	DB 571 pg 129	#8 Leased Coal/Duncan Heirs
Coal Mining Lease and Sublease	2/9/11	Western Land Company, LLC and Western Mineral Development, LLC	Armstrong Coal Company, Inc.	Short Form of Coal Mining Lease and Sublease 2/9/11 DB551, PG679	Martin Lease/Vogue (Sunnyside (part) - Game Preserve - Paradise #9
Coal Mining Lease and Sublease	2/9/11	Western Land Company and Western Mineral Development	Armstrong Coal Company	Short Form DB 551 pg 607	Parkway No. 9
Coal Mining Lease and Sublease	10/1/14	Western Mineral Development, LLC	Armstrong Coal Company, Inc.	Short Form D571 P348	#9 Coal and #9 Mining Rights, Parkway. (Note - All mineable and merchantable has been mined)
Coal Mining Sublease	10/1/14	Western Mineral Development, LLC	Armstrong Coal Company, Inc.	Short Form of Coal Mining Sublease 10/1/14 DB 571, pg 91	#8 Leased Coal / CCLR #8 Coal Lease
Coal Mining Sublease	2/9/11	Western Diamond, LLC and Western Mineral Development, LLC	Armstrong Coal Company, Inc.	Short Form of Coal Mining Sublease 2/9/11 DB 551 pg 565	Nelson Creek (Part) - Sunnyside (Part)
Amendment to Short Form of Coal Mining Sublease	9/7/11	Western Diamond, LLC and Western Mineral Development, LLC	Armstrong Coal Company, Inc.	DB 555 pg 426	Nelson Creek (Part) - Sunnyside (Part)

E. Muhlenberg County - Known Rights of First Refusal and Other Exceptions/Prior Conveyances

Instrument	Date	Grantor	Grantee	Recording Info	Notes
Corporation Special Warranty Deed	3/30/07	Central States Coal Reserves of Kentucky, LLC	Western Land Company, LLC	DB 527 pg 118	Gibraltar Surface - Subject to a right of first refusal agreement recorded at Deed Book 527, Page 515, as modified by that Extension of Right of First Refusal and Consent to Partition of 1/18/2010 at Deed Book 546, Page 266
Deed	12/12/06	Central States Coal Reserves	Western Land Company	DB 524 pg 505	Parkway No. 9 - Subject to Right of First Refusal agreement recorded at Deed Book 527, Page 515, as modified by that Extension of Right of First Refusal and Consent to Partition of 1/18/2010 at Deed Book 546, Page 266

Armstrong Energy, Inc.
Schedule 2.2(b)(ii)
Transferred Owned Real Property
Muhlenberg County

Quitclaim Deed	3/30/12	Western Mineral Development	Western Land Company	DB 557 pg 692	Parkway No. 9 - Subject to Right of First Refusal agreement recorded at Deed Book 527, Page 515, as modified by that Extension of Right of First Refusal and Consent to Partition of 1/18/2010 at Deed Book 546, Page 266
Quitclaim Deed (containing purchase option)	3/18/2014	Western Land Company, LLC	7 Points South Land Company, LLC	D568 P405	Option to purchase certain Parkway surface properties at the conclusion of mining operations
Grant of Waterline Usage Agreement	12/14/2016	Western Land Company, LLC & Armstrong Coal Company, Inc.	Western Leasing Inc.	D543 pg 200	
Reclamation Easement & Agreement	4/28/08	Western Diamond, LLC	Heritage Coal Company, LLC	D536, PG154	
Quitclaim Deed (380 Acre and Option Property)	3/18/14	Western Land Company, LLC	7 Points South Land Company, LLC (Sam Francis)	D568, PG405	
Quitclaim Deed of Partition	1/25/10	Western Land Company, LLC	Western Leasing, Inc. (Sam Francis)	D 546 P 279	

F. Muhlenberg County - Other Third Party Conveyances/Rights

None

G. Muhlenberg County - Farm Leases

None

Armstrong Energy, Inc.
Schedule 2.2(b)(ii)
Transferred Owned Real Property
Hopkins County

A. Hopkins County - Owned Property - Surface					
Surface or Coal	Instrument	Date	Grantor	Grantee	Recording info
Surface	Deed of Conveyance	8/18/2011	Coleman Enterprises, Inc.	Armstrong Coal Company, Inc.	BK703, PG17-20 Hopkins County Clerk

B. Hopkins County - Owned Property - Coal
None

C. Hopkins County - Leased Property - Surface
None

D. Hopkins County - Leased Property - Coal
None

E. Hopkins County - Known Rights of First Refusal and Other Exceptions/Prior Conveyances
None

F. Hopkins County - Other Third Party Conveyances/Rights
None

G. Hopkins County - Farm Leases
None

Armstrong Energy, Inc.
Schedule 2.2(b)(ii)
Transferred Owned Real Property
Ohio County

A. Ohio County - Owned Property - Surface					
Instrument	Date	Grantor	Grantee	Recording info	Notes
Deed	8/22/11	Casey Barnes, single; Barry Barnes and wife Alta Barnes	Armstrong Coal Company, Inc.	D391, PG145	Barnes - Lewis Creek
Deed	11/17/14	Sue Ree Bartlett, single	Armstrong Coal Company	D407, PG649-650	Bartlett - Boot
Deed	7/8/10	Daniel Bell and wife, Melissa Bell	Armstrong Coal Company, Inc.	D385 pg 57	Bell Farm Midway West
Deed	1/31/14	John W. Brown, Jr., and Patricia C. Brown	Armstrong Coal Company, Inc.	D403, PG449-450	Warden Waste Site - Brown Farm
Deed	10/8/10	Kenneth H. Brown and wife, Cynthia S. Brown	Armstrong Coal Company, Inc.	D386, PG282	K. Brown Farm - Ken
Deed	10/8/10	Kenneth H. Brown and wife, Cynthia S. Brown	Armstrong Coal Company, Inc.	D386, PG279	K. Brown Farm - Ken
Deed	12/16/10	Richard Lee Brown and wife, Doris Brown	Armstrong Coal Company, Inc.	D387, PG167	Brown/Shelton - Ken
Deed	12/16/10	Kathy Ann Shelton and husband William Todd Shelton	Armstrong Coal Company, Inc.	D387, PG162	Brown/Shelton - Ken
Deed	5/27/11	Kathy Ann Shelton and husband William Todd Shelton; Richard Lee Brown and wife, Doris A. Brown	Armstrong Coal Company, Inc.	D390, PG427	Brown/Shelton - Ken
Deed	7/21/14	William A. Chancellor individually and as attorney-in-fact for his wife, Jane S. Chancellor	Armstrong Coal Company, Inc.	D405, PG678-684	Cancellor - Lewis Creek
Quitclaim Deed	12/8/09	CSX Transportation, Inc.	Armstrong Coal Company, Inc.	D382, PG155	Rail Road Property
Corporation Special Warranty Deed	3/3/11	Cyprus Creek Land Company	Armstrong Coal Company, Inc.	D389, PG776 (original)	Matanzas Waste Site
Deed and Consideration Certificate	6/19/15	George V. Blackburn James and Deborah Cunningham, husband and wife	Armstrong Coal Company, Inc.	D411, PG137-142	Matanzas Waste Site
Corporation Special Warranty Deed	12/13/11	Cyprus Creek Land Company	Armstrong Coal Company, Inc.	D393, PG36 (original)	Warden Haul Road Bypass - North of Warden / Sheffield Land Property/Center Prep
General Warranty Deed	3/19/08	Charles Jarvis and wife, Brenda Jarvis; Leon Hardison and wife, Cathy Hardison; Ronald Dame and wife, Martha Dame	Armstrong Coal Company, Inc.	BK373, PG510	Dame etc. - Kronos Underground
Deed	1/16/15	Michael K. Dickinson and Joanna L. Dickinson, husband and wife	Armstrong Coal Company, Inc.	D408, PG581	Dickinson Farm - South of Dock
Deed	10/13/10	Anna Laura Dortch, widow	Armstrong Coal Company, Inc.	D386, PG349	Dortch Farm - Ken
Deed	3/8/10	Edgar H. Duncan and wife, Bernice H. Duncan	Armstrong Coal Company, Inc.	D383, PG225	Duncan - Lewis Creek
Recorded General Warranty Deed	4/19/17	Dennis Ray Farris and wife, Deborah Sue Farris	Armstrong Coal Company, Inc.	D420, PG545	Farris - Lewis Creek
Deed	7/5/12	Billy Geary	Armstrong Coal Company, Inc.	D395, PG504	Geary Farm - South of Dock
Deed	3/19/08	Delois Geary, single; Mary Etta Hurst, formerly Mary Etta Geary, and husband, Ronald Geary	Armstrong Coal Company, Inc.	BK373, PG514	Geary/Hurst - Boot (incl. all coal)
Deed	9/9/11	Ben Hammons and wife, Tana Hammons	Armstrong Coal Company, Inc.	D391, PG320	Hammons - Lewis Creek
Deed	4/4/13	Henry D. Hunsaker and Marilyn M. Hunsaker, husband and wife	Armstrong Coal Company, Inc.	D399, PG507	Hunsaker - Lewis Creek
Deed	7/8/11	Garry Igleheart and wife, Janie Igleheart; Joel Igleheart and wife, Phyllis Igleheart	Armstrong Coal Company, Inc.	D390, PG610	Warden Haul Road Bypass - North Igleheart part
Deed	7/8/11	Rexford Igleheart, single; Garry Igleheart and wife, Janie Igleheart; Joel Igleheart and wife, Phyllis Igleheart	Armstrong Coal Company, Inc.	D390, PG615	Warden Haul Road Bypass - South Igleheart part
Deed	9/12/10	Glendale James and wife, Wanda James	Armstrong Coal Company, Inc.	D386, PG286	James Farm - South of Dock

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Deed	3/18/13	George Kerrick and Carol Kerrick, his wife	Armstrong Coal Company, Inc.	D399, PG440-445	Kerrick/Boling - East of Dock
Deed	3/18/13	Blanche B. Grove and Don R. Grove, husband and wife	Armstrong Coal Company, Inc.	D399, PG437-439	Kerrick/Boling - East of Dock
Lone Star Road Agreement	11/13/14	Ohio County Fiscal Court	Armstrong Coal Company, Inc.	Unrecorded	Lone Star Haul Road - Hickory Ridge
Deed	10/23/08	Agnes Tanner and husband, Forrest Tanner; Wendell Lynch, widower; Donald Stone and wife, Toni Stone; Robert Stone, single; E.T. Jones and wife, Ann Jones; Dorothy Cook and husband, Robert Cook; Iven Jones, single; Wilbur Jones and wife, Phyllis Jones; Jerry Jones and wife, Vadis Jones; David Jones and wife, Janis Jones; Earl Jones and wife, Mary Jones; Carroll Jones and wife, Peggy Jones; Paul Jones and wife, Cherie Jones; Janice Ziemba, single; Patricia Faye Cundiff and husband David Cundiff; Pearlie Arnold, widow; Charles W. Lynch and wife, Margaret Lynch; William Ray Lynch, single	Armstrong Coal Company, Inc.	BK376, PG395	Pennington Heirs
Deed	11/19/08	Norman Spring and wife, Charline Spring; Tammy Harris and husband, Keith Harris	Armstrong Coal Company, Inc.	BK376, PG630	Pennington Heirs
Deed	11/19/08	Nina A. Schultz, widow; Monica Faye LeCompte, individually and as POA for husband, James LeCompte; Glenn T. Schultz Jr. and wife, Brenda; Karla K. Canan, single; Sharon Smith, single; Jane M. Schultz, single; Charles E. Schultz and wife, Angela Schultz	Armstrong Coal Company, Inc.	BK376, PG633	Pennington Heirs
Deed	11/19/08	Maxie E. Schultz and wife, Charlotte Schultz	Armstrong Coal Company, Inc.	BK376, PG639	Pennington Heirs
Right of Way Agreement	11/12/14	Mabrey Family	Armstrong Coal Company, Inc.	Unrecorded	Hickory Ridge - Access Road
Master Commissioner's Deed	3/29/16	E.F. Martin, Master Commissioner	Armstrong Coal Company, Inc.	D415, PG391	Morris - Lewis Creek (incl. all coal)
Deed	4/1/11	Minda G. Pearson, single	Armstrong Coal Company, Inc.	D389, PG265	Pearson Farm - Ken
Deed	4/1/11	Minda G. Pearson, single	Armstrong Coal Company, Inc.	D389, PG268	Pearson Farm - Ken (incl. 53.75% all seams above No. 9)
Deed	3/11/13	Gerald Wayne Powers and Linda Powers, husband and wife	Western Land Company, LLC	D399, PG83-84	Powers - Midway
Ohio County Fiscal Court	3/27/12			approval to close a portion of Matanzas Road	No longer planning to access Hickory Ridge via this property
Deed	11/24/08	Randal Schultz, single; Sandra Schultz, widow; Kenneth Schultz and wife, Patricia Schultz; Tammy Gaddis, single	Armstrong Coal Company, Inc.	D377, PG134	Pennington Heirs
Deed	5/13/11	Jerry M. Shultz and wife, Doris J. Shultz	Armstrong Coal Company, Inc.	D390, PG104	Shultz Farm - Matanzas
Deed	1/12/12	Roland C. Smith and wife, Golda Mae Smith	Armstrong Coal Company, Inc.	D393, PG100	Roland Smith Property - Lewis Creek

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Corporation Special Warranty	12/27/06	Point Pleasant Dock Company; Central States Coal Reserves of KY; and Beaver Dam Coal Company	Western Land Company LLC	DB 365 pg 375	Armstrong Dock (Smallhouse Dock)
Corporation Special Warranty Deed	10/19/2007	Central States Coal Reserves and Beaver Dam Coal Company	Western Land Company	DB 371, pg 28	Centertown (Austin Shop & Acreage)
Deed of Conveyance	5/31/2007	Central States Coal Reserves of KY and Beaver Dam Coal	Western Land Company, LLC and Western Diamond, LLC	DB 368, pg 106	McHenry RR Spur & Church of God Property
Quitclaim Deed	2/14/2008	Church of God of Prophecy	Western Land Company	DB 372, pg 660	McHenry RR Spur & Church of God Property
Corporation Special Warranty Deed	9/19/2006	Central States Coal Reserves and Beaver Dam Coal Company	Western Diamond	DB 363, pg 414	Terteling and Highview
Corporation Special Warranty Deed	3/3/11	Cyprus Creek Land Company	Armstrong Coal Company, Inc.	D389, PG781 (original)	Ken Lot - Chiggerville
Deed	6/19/2009	Cyprus Creek Land Company	Armstrong Coal Company, Inc.	DB 381, Page 467	South of Dock
Amended and Restated Non Exclusive Haul Road Easement	3/30/2007	Central States Coal Reserves of Kentucky, Grand Eagle Mining, Inc. and Beaver Dam Coal Company, and Ohio County Coal Company, LLC	Armstrong Coal Company, Inc.	DB 367, PG 245	Walton Creek Haul Road
Exclusive Easement and Agreement	3/30/2007	Beaver Dam Coal Co., Ohio County Coal Company, LLC; Central States Coal Reserves of Kentucky; and Grand Eagle Mining, Inc.	Armstrong Coal Company, Inc.	DB 367, PG 92	Walton Creek Truck Wash Site

B. Ohio County - Owned Property - Coal					
Instrument	Date	Grantor	Grantee	Recording info	Notes
Master Commissioner's Deed	5/2/16	E.F. Martin, Master Commissioner	Armstrong Coal Company, Inc.	D417, PG133	Casebier - Subject to out conveyances to Casebier Heirs
Deed of Correction	5/2/16	Armstrong Coal Company, Inc.	Ceralvo Holdings LLC, Western Diamond, LLC, and Western Mineral Development, LLC	D420, PG85	53.75% No. 9 seam and all seams above No. 9
Deed	3/19/08	Delois Geary, single; Mary Etta Hurst, formerly Mary Etta Geary, and husband, Ronald Geary	Armstrong Coal Company, Inc.	BK373, PG514	Geary/Hurst - Boot (incl. all coal)
Master Commissioner's Deed	3/29/16	E.F. Martin, Master Commissioner	Armstrong Coal Company, Inc.	D415, PG391	Morris - Lewis Creek (incl. all coal)
Deed	4/1/11	Minda G. Pearson, single	Armstrong Coal Company, Inc.	D389, PG268	Pearson Farm - Ken (incl. 53.75% all seams above No. 9)
Corporation Special Warranty Deed	10/19/2007	Beaver Dam Coal Co	Western Diamond	DB 371, pg 40	Rockport (Part) - Leased to Armstrong via February 9, 2011 lease at DB388 P23

C. Ohio County - Leased Property - Surface					
Instrument	Date	Grantor	Grantee	Recording info	Notes
Lease	8/3/10	Joe Michael Barnard and wife, Kristina M. Barnard; Richard L. Hocker, single; John W. Hocker and wife, Janet R. Hocker; Ruth Ann Hocker Szymanski and husband, Conrad Szymanski	Armstrong Coal Company, Inc.	Memorandum of Coal Mining Lease August 3, 2010 D385, PG338	Barnard - Boot including undivided 1/2 interest 152.1. acres all coal
Surface Lease	2/14/08	Lyman P. Barnes and wife, Joyce Barnes; Jerry Carson and wife, Lexia Barnes Bishop	Armstrong Coal Company, Inc.	Short Form Coal Lease February 14, 2008 BK372, PG582	Barnes/Bishop - Midway
Coal Mining Lease	2/22/10	Hazel Birchwell, widow	Armstrong Coal Company, Inc.	Memorandum of Coal Mining Lease February 24, 2010 D383, PG198	Birchwell - Lewis Creek

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Coal Mining Lease	1/2/08	John Brown Jr., and Patricia Brown	Armstrong Coal Company, Inc.	Short Form of Coal Mining Lease dated January 31, 2011 D387, PG643	Brown - Warden
Coal Mining Lease	4/13/09	Noel D. Cavendar and wife, Rhonda Cavender; Ann Cheryl Lacefield aka Cheryl Ann Lacefield and husband, Garry Dale Lacefield	Armstrong Coal Company, Inc.	Memorandum of Coal Mining Lease April 13, 2009 D387, PG625	Cavender - Midway
Coal Mining Lease	7/17/08	Betty R. Craig Trust	Armstrong Coal Company, Inc.	Memorandum of Coal Mining Lease 7/17/08 D376 PG580	Craig - Boot
Coal Mining Lease	2/1/10	Cyprus Creek Land Company LLC Cyprus Creek Land Resources LLC	Armstrong Coal Company, Inc.	Short Form of Coal Mining Lease 2/3/11 D387, PG714 (original)	Cyprus Creek - Hickory Ridge/Warden
Lease Agreement	4/15/10	Glenn W. Danks and Ronald A. Danks; Clyde Richard Danks; Kelly Rickard Danks; Phillip Andrew Danks, Michael Edgar Danks; Melissa Ann Danks Sandberg	Armstrong Coal Company, Inc.	Short Form recorded at D387, PG652	Danks - Lewis Creek (All coal above No. 9)
Coal Mining Lease (Addington Surface)	8/10/10	Allen Gray Limited Partnership III	Armstrong Coal Company, Inc.	Memorandum of Coal Mining Lease (Addington Surface) August 12, 2010 D385, PG439	Addington - Kronos
Coal Mining Lease	3/17/08	Bertha S. Grider, widow; Jessica Gwenlyn; Amanda Westerfield; Joe Brent Grider	Armstrong Coal Company, Inc.	Memorandum of Coal Mining Lease March 17, 2008 BK373, PG490	Grider Property - Boot
Coal Mining Lease (Lease #2)	3/18/09	Bertha S. Grider, widow; Katlin M. Grider, minor; John M. Grider, minor; Carolyn M. Casteel, parent and agent of Katlin M. Grider and John M. Grider; Timothy Casteel, husband	Armstrong Coal Company, Inc.	Memorandum of Coal Mining Lease March 28, 2009 D387, PG738	Grider - Midway West
Coal Mining Lease (includes Farm Lease w/Option to Purchase Agreement as Exhibit C)	2/14/12	Dennie L. Grider and wife, Shelia C. Grider	Armstrong Coal Company, Inc.	Short Form of Coal Mining Lease October 4, 2012 D396, PG732	Grider - Lewis Creek
Coal Mining Lease	4/6/12	Dennie L. Grider and wife, Shelia C. Grider	Armstrong Coal Company, Inc.	Short Form of Coal Mining Lease October 4, 2012 D396, PG738	Grider - Lone Star/Center Prep
Coal Mining Lease	3/7/08	Angela Jones, David Jones her husband, Felicia Leigh-Ann Hughes, single, and Pamela Gabrielle Fowler, single	Armstrong Coal Company, Inc.	Memorandum of Coal Mining Lease March 18, 2009 D387, PG738	W.R. Hughes Heirs - Boot
Addendum to Coal Mining Lease	10/21/14	Angela Jones, David Jones her husband, Felicia Leigh-Ann Hughes, single, and Pamela Gabrielle Fowler, single	Armstrong Coal Company, Inc.	executed but not recorded	Provides for a water impoundment on Hughes heirs property
Coal Mining Lease	5/14/10	James Jones and wife, Lola Jones	Armstrong Coal Company, Inc.	Short Form of Coal Mining Lease May 14, 2010 L189, PG202	Jones - Hickory Ridge/Kronos

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Lease Amendment Agreement	1/28/11	James Jones and wife, Lola Jones	Armstrong Coal Company, Inc.	Short Form of Lease Amendment January 28, 2011 D387, PG649	Jones - Hickory Ridge/Kronos
Coal Mining Lease	7/17/08	Mark Little and Janis Little	Armstrong Coal Company, Inc.	Memorandum of Coal Mining Lease 7/17/08 D376 PG576	Little - Boot
Coal Mining Lease	11/12/10	Bradford S. Luppino and wife, Miranda L. Luppino	Armstrong Coal Company, Inc.	Short Form of Coal Mining Lease November 12, 2010 D386, PG698	Luppino - Lewis Creek
Coal Mining Lease	5/20/10	Joseph L. Ralph and wife, Rose A. Ralph	Armstrong Coal Company, Inc.	Memorandum of Coal Mining Lease May 20, 2010 L189, PG207	Ralph - Midway
Coal Mining Lease	3/7/08	Warren C. Roe and wife, Josephine Roe and Joseph Michael Roe and wife, Sara Kelly Roe	Armstrong Coal Company, Inc.	Memorandum of Coal Mining Lease February 4, 2011 D387 pg743	Roe - Boot
Coal Mining Lease	3/7/08	Daisy Curtis Scroggins, widow	Armstrong Coal Company, Inc.	Memorandum of Coal Mining Lease February 12, 2011 D388, PG595 (Memorandum dated 10/8/08 not recorded)	Scroggins - Boot
Coal Mining Lease	6/1/10	Timothy L. Stenberg and wife, Mary E. Stenberg	Armstrong Coal Company, Inc.	Short Form of Coal Mining Lease June 1, 2010 D387, PG618	Stenberg - Midway
Harrel Heirs - Executed Surface and Coal Mining Lease (Green River Road Property)	3/1/13	George W. Lewis Jr., Shannon Lewis, Barbara Robison, Roy D. Bratcher, William D. Carter, Sharon K. Carter-Smith, Jenscinna A. Carter, and Charles E. Carter	Armstrong Coal Company, Inc.	Short Form of Coal Mining Lease March 1, 2013 D400, PG117	Harrel Heirs - Lewis Creek (with No. 9 coal and above)
Coal Mining Lease	10/2/08	Dennis H. Woods and wife, Brenda Woods; and Damien L. Brown and wife, Deborah Brown	Armstrong Coal Company, Inc.	Short Form of Coal Mining Lease February 8, 2011 D388, PG522	Woods/Brown - Konos
Amendment to Lease	8/26/09	Dennis H. Woods and wife, Brenda Woods; and Damien L. Brown and wife, Deborah Brown	Armstrong Coal Company, Inc.	N/A	Woods/Brown - Konos - Provided for disposal on property at Kronos
Coal Mining Lease	8/30/10	Young Manufacturing Company, Inc.	Armstrong Coal Company, Inc.	Short Form of Coal Mining Lease August 30, 2010 D385, PG689	Young - Lewis Creek
Lease Amendment Agreement	8/3/11	Young Manufacturing Company, Inc.	Armstrong Coal Company, Inc.	D391, PG91	Young - Lewis Creek
Surface Property Lease	1/1/07	Western Land Company	Armstrong Coal Company	Short Form of Surface Property Lease 2/9/11 DB 388, pg 270	Smallhouse Dock (Same property conveyed to Western Land by Deed dated December 27, 2006 at DB 365 PG 375)

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Amendment to Surface Property Lease	12/31/16	Western Land Company	Armstrong Coal Company, Inc.	Short Form recorded at DB 422, Page 341	Smallhouse Dock (Same property conveyed to Western Land by Deed dated December 27, 2006 at DB 365 PG 375)
Coal Mining Lease	2/9/2011	Western Diamond and Western Mineral Development	Armstrong Coal Company	Short Form of Coal Mining Lease 2/9/11 DB 388, pg 345	Big Run - East Fork (Kronos Warden) - Lewis Creek - Midway (Part)
Coal Mining Lease	2/9/2011	Western Land Company	Armstrong Coal	Short Form of Coal Mining Lease 2/9/11 DB 388, pg 408	Centertown (aka Austin Shop & Acreage)
Coal Mining Lease and Sublease	2/9/2011	Ceralvo Holdings	Armstrong Coal Company	Short Form of Coal Mining Lease and Sublease 2/9/11 DB 388, pg 421	Elk Creek/Matanzas (with No. 9 coal)
Coal Mining Lease and Sublease	2/9/2011	Western Land Co & Western Mineral Development	Armstrong Coal Company	Short Form of Coal Mining Lease and Sublease 2/9/11 DB 388 pg 496	Equality Boot (incl. coal above No. 9)
Coal Mining Lease	2/9/2011	Western Diamond & Western Mineral Development	Armstrong Coal Company	Short Form of Coal Mining Lease 2/9/11 DB 388, pg 23	Fish & Wildlife / South of the Parkway - Ken
Coal Mining Lease	2/9/2011	Western Diamond and Western Land Company	Armstrong Coal Company	Short Form of Coal Mining Lease 2/9/11 DB 388, pg 50	McHenry Railroad Spur and Church of God Property
Coal Mining Lease	2/9/2011	Western Diamond & Western Mineral Development	Armstrong Coal Company	Short Form of Coal Mining Lease 2/9/11 DB 388, pg 99	Rockport (Part) - Lewis Creek (part) (incl. No 9 seam)
Coal Mining Lease and Sublease	2/9/2011	Western Diamond	Armstrong Coal Company	Short Form of Coal Mining Lease and Sublease 2/9/11 DB 388, pg 61	Terteling Lease and Highview (incl. coal)
Coal Mining Sublease	2/9/2011	Ceralvo Holdings	Armstrong Coal Company	Short Form of Coal Mining Sublease 2/9/11 DB 388, pg 254	Warden (Part) (with No. 14 & No. 9 seams)
Coal Mining Lease	2/9/2011	Western Land & Western Mineral Development	Armstrong Coal Company	Short Form of Coal Mining Lease 2/9/11 DB 388, pg 183	West Fork - Midway (Part) - Ben's Lick - Central Grove - McHenry - Rockport (Part) - Ken Wye
Lease	3/7/2008	Sara Hughes Bartlett	Armstrong Coal Company, Inc.	Memorandum Recorded at DB 387 Pg 752	Bartlett - Boot

D. Ohio County - Leased Property - Coal					
Instrument	Date	Grantor	Grantee	Recording info	Notes
Lease	8/3/10	Joe Michael Barnard and wife, Kristina M. Barnard; Richard L. Hocker, single; John W. Hocker and wife , Janet R. Hocker; Ruth Ann Hocker Szymanski and husband, Conrad Szymanski	Armstrong Coal Company, Inc.	Memorandum of Coal Mining Lease August 3, 2010 D385, PG338	Barnard - Boot including undivided 1/2 interest 152.1. acres all coal
Underground Coal Mining Lease	1/5/16	Lyman P. Barnes and Joyce M. Barnes, husband and wife, Bruce H. Moore and Gladys M. Moore, husband and wife, and Jerry C. Bishop and Zexia Barnes Bishop, husband and wife	Armstrong Coal Company, Inc.	Short Form of Underground Coal Mining Lease MC79, PG479-483	No 9 coal

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Coal Mining Lease/Memorandum of Coal Mining Lease	5/2/16	David L. Pearce and Ann Pearce, his wife	Armstrong Coal Company, Inc.	M80, PG733	Casebier heirs - 1/80 coal interest
Coal Mining Lease/Memorandum of Coal Mining Lease	5/2/16	Elaine Armstrong and Glenn Armstrong, husband and wife	Armstrong Coal Company, Inc.	M80, PG725	Casebier heirs - 1/20 coal interest
Coal Mining Lease/Memorandum of Coal Mining Lease	5/2/16	John B. Casebier and Nazanin Casebier, his wife	Armstrong Coal Company, Inc.	M80, PG729	Casebier heirs - 3/320 coal interest
Coal Mining Lease/Memorandum of Coal Mining Lease	5/2/16	Judith McCrocklin, unmarried	Armstrong Coal Company, Inc.	M80, PG757	Casebier heirs - 3/160 coal interest
Coal Mining Lease/Memorandum of Coal Mining Lease	5/2/16	Marjorie Pearce Wilhite and James Louis Wilhite, her husband	Armstrong Coal Company, Inc.	M80, PG745 Ohio County Clerk	Casebier heirs - 1/80 coal interest
Coal Mining Lease/Memorandum of Coal Mining Lease	5/2/16	Nola Casebier, unmarried	Armstrong Coal Company, Inc.	M80, PG749	Casebier heirs - 1/20 coal interest
Coal Mining Lease/Memorandum of Coal Mining Lease	5/2/16	Thomas McCrocklin, Jr., unmarried	Armstrong Coal Company, Inc.	M80, PG737	Casebier heirs - 3/160 coal interest
Coal Mining Lease/Memorandum of Coal Mining Lease	5/2/16	Virginia L. Staude, unmarried OR Virginia L. Staude and husband	Armstrong Coal Company, Inc.	L 195, PG 310	Casebier heirs - 9/640 coal interest
Coal Mining Lease/Memorandum of Coal Mining Lease	5/2/16	Walter U. Pearce and Laurie Pearce, his wife	Armstrong Coal Company, Inc.	M80, PG741	Casebier heirs - 1/80 coal interest
Coal Mining Lease/Memorandum of Coal Mining Lease	5/2/16	William W. Casebier, Jr. and Charlotte Ann Casebier, his wife	Armstrong Coal Company, Inc.	M80, PG753	Casebier heirs - 9/640 coal interest
Coal Mining Lease	2/1/10	Cyprus Creek Land Company LLC Cyprus Creek Land Resources LLC	Armstrong Coal Company, Inc.	Short Form of Coal Mining Lease 2/3/11 D387, PG714 (original)	Cyprus Creek - Hickory Ridge/Warden
Lease Agreement	4/15/10	Glenn W. Danks and Ronald A. Danks; Clyde Richard Danks; Kelly Rickard Danks; Phillip Andrew Danks, Michael Edgar Danks; Melissa Ann Danks Sandberg	Armstrong Coal Company, Inc.	Short Form recorded at D387, PG652	Danks - Lewis Creek (All coal above No. 9)
Coal Mining Lease (Addington Underground)	8/12/10	Allen Gray Limited Partnership III	Armstrong Coal Company, Inc.	Memorandum of Coal Mining Lease (Addington UG) August 12, 2010 D385, PG434	No. 9 coal and above
Coal Mining Lease (Warden)	8/12/10	Allen Gray Limited Partnership III	Armstrong Coal Company, Inc.	Memorandum of Coal Mining Lease (Warden) August 12, 2010 D385, PG429	No. 9 coal and above
Coal Mining Lease (Brown/Indiana Tie/AGLP III)	1/26/15	Allen Gray Limited Partnership, III	Armstrong Coal Company, Inc.	Memo of Coal Mining Lease (Brown/Indiana Tie/AGLP III) January 26, 2015 D409, PG28	75% interest in No 9 coal & above
Coal Mining Lease	9/30/09	William A. Holladay	Armstrong Coal Company, Inc.	Short Form of Coal Mining Lease February 2, 2011 D387, PG708	No. 9 Coal

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Coal Mining Lease	9/30/09	William Todd Paul, individually, and as Trustee of Wilma Kathleen Paul Revocable Trust	Armstrong Coal Company, Inc.	Short Form of Coal Mining Lease February 16, 2011 D388, PG691	No. 9 coal
Coal Mining Lease	9/30/09	Micheline L. Queen	Armstrong Coal Company, Inc.	Short Form of Coal Mining Lease January 28, 2011 D387, PG631	No. 9 coal
Coal Mining Lease	3/7/08	Warren C. Roe and wife, Josephine Roe and Joseph Michael Roe and wife, Sara Kelly Roe	Armstrong Coal Company, Inc.	Memorandum of Coal Mining Lease February 4, 2011 D387 pg743	Roe - Boot (and all coal above No. 11)
Underground Coal Mining Lease	11/7/16	Gene Rochefort, widower; Janette Snodgrass, widow; Sue Miller and husband, Bill Miller; Ella Louise Addington and husband, Carl Addington; Patricia Simpson and husband, Eddie Simpson; Mary Snodgrass, single; Tommy Snodgrass and wife, Betty Snodgrass; Larry Snodgrass, single; Charles Snodgrass, single; Rita Feldbusch, widow; Ruby Daugherty, widow (by POA Stephen Daugherty)	Armstrong Coal Company, Inc.	Memorandum of Coal Mining Lease MC81 pg 280	Snodgrass Heirs - No. 9 Coal
Harrel Heirs - Executed Surface and Coal Mining Lease (Green River Road Property)	3/1/13	George W. Lewis Jr., Shannon Lewis, Barbara Robison, Roy D. Bratcher, William D. Carter, Sharon K. Carter-Smith, Jenscinna A. Carter, and Charles E. Carter	Armstrong Coal Company, Inc.	Short Form of Coal Mining Lease March 1, 2013 D400, PG117	Harrel Heirs - Lewis Creek (with No. 9 coal and above)
Coal Mining Lease	2/9/2011	Western Diamond and Western Mineral Development	Armstrong Coal Company	Short Form of Coal Mining Lease 2/9/11 DB 388, pg 345	Big Run - East Fork (Kronos Warden) - Lewis Creek - Midway (Part)
Coal Mining Lease and Sublease	2/9/2011	Ceralvo Holdings	Armstrong Coal Company	Short Form of Coal Mining Lease and Sublease 2/9/11 DB 388, pg 421	Elk Creek/Matanzas (with No. 9 coal)
Coal Mining Lease and Sublease	2/9/2011	Western Land Co & Western Mineral Development	Armstrong Coal Company	Short Form of Coal Mining Lease and Sublease 2/9/11 DB 388 pg 496	Equality Boot (incl. coal above No. 9)
Coal Mining Lease	2/9/2011	Western Diamond & Western Mineral Development	Armstrong Coal Company	Short Form of Coal Mining Lease 2/9/11 DB 388, pg 23	Fish & Wildlife / South of the Parkway - Ken
Coal Mining Lease	2/9/2011	Western Diamond	Armstrong Coal Company	Short Form of Coal Mining Lease 2/9/11 DB 387, pg 788	Rockport (Part) (incl. partial No. 8 & No. 9)
Coal Mining Lease	2/9/2011	Western Diamond & Western Mineral Development	Armstrong Coal Company	Short Form of Coal Mining Lease 2/9/11 DB 388, pg 99	Rockport (Part) - Lewis Creek (part) (incl. No 9 seam)
Coal Mining Lease and Sublease	2/9/2011	Western Diamond	Armstrong Coal Company	Short Form of Coal Mining Lease and Sublease 2/9/11 DB 388, pg 61	Terteling Lease and Highview (incl. coal)

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Coal Mining Sublease	2/9/2011	Ceralvo Holdings	Armstrong Coal Company	Short Form of Coal Mining Sublease 2/9/11 DB 388, pg 254	Warden (Part) (with No. 14 & No. 9 seams)
Coal Mining Lease	2/9/2011	Western Land & Western Mineral Development	Armstrong Coal Company	Short Form of Coal Mining Lease 2/9/11 DB 388, pg 183	West Fork - Midway (Part) - Ben's Lick - Central Grove - McHenry - Rockport (Part) - Ken Wye
Partial Assignment of Coal Mining Lease	9/19/06	Central States Coal Reserves of Kentucky, LLC	Western Diamond, LLC	DB 363, PG 428	Leased to Armstrong Coal Company by Western Diamond per Lease and Sublease dated February 9, 2011 DB 388, PG 61

E. Ohio County - Known Rights of First Refusal and Other Exceptions/Prior Conveyances					
Instrument	Date	Grantor	Grantee	Recording Info	Notes
General Warranty Deed	3/19/08	Charles Jarvis and wife, Brenda Jarvis; Leon Hardison and wife, Cathy Hardison; Ronald Dame and wife, Martha Dame	Armstrong Coal Company, Inc.	BK373, PG510	Subject to option to repurchase
Deed	11/17/14	Sue Ree Bartlett, single	Armstrong Coal Company, Inc.	D407, PG649-650	Subject to lease terms and option to repurchase
Corporation Special Warranty Deed	12/13/11	Cyprus Creek Land Company	Armstrong Coal Company, Inc.	D393, PG36	Subject to Farm Lease and Option to Purchase
Recorded General Warranty Deed	4/19/17	Dennis Ray Farris and wife, Deborah Sue Farris	Armstrong Coal Company, Inc.	D420, PG545	Subject to partial repurchase agreement.
Deed	4/1/11	Minda G. Pearson, single	Armstrong Coal Company, Inc.	D389, PG265	Subject to repurchase agreement
Deed	4/1/11	Minda G. Pearson, single	Armstrong Coal Company, Inc.	D389, PG268	Subject to repurchase agreement
Deed	10/13/10	Anna Laura Dortch, widow	Armstrong Coal Company, Inc.	D386, PG349	Subject to repurchase agreement
Deed	12/16/10	Richard Lee Brown and wife, Doris Brown	Armstrong Coal Company, Inc.	D387, PG167	Subject to repurchase rights in Sales Agreement dated August 13, 2010 and Deed
Deed	12/16/10	Kathy Ann Shelton and husband William Todd Shelton	Armstrong Coal Company, Inc.	D387, PG162	Subject to repurchase rights in Sales Agreement dated August 13, 2010 and Deed
Deed	5/27/11	Kathy Ann Shelton and husband William Todd Shelton; Richard Lee Brown and wife, Doris A. Brown	Armstrong Coal Company, Inc.	D390, PG427	Subject to repurchase rights in Sales Agreement dated August 13, 2010 and Deed
Deed	10/8/10	Kenneth H. Brown and wife, Cynthia S. Brown	Armstrong Coal Company, Inc.	D386, PG282	Subject to repurchase rights set forth in Sales Agreement dated August 13, 2010 and in Deed
Deed	10/8/10	Kenneth H. Brown and wife, Cynthia S. Brown	Armstrong Coal Company, Inc.	D386, PG279	Subject to repurchase rights set forth in Sales Agreement dated August 13, 2010 and in Deed
Easement Agreement	11/9/10	Western Land Company, LLC	Big Rivers Electric Corporation	D386, PG556	
Easement Agreement with Consent to Erect and Install	11/9/10	Western Land Company, LLC	Big Rivers Electric Corporation	D386, PG563	
Easement Agreement	9/14/11	Armstrong Coal Company, Inc.	Big Rivers Electric Corporation	D391, PG436	
Reclamation Easement and Agreement	12/19/11	Armstrong Coal Company, Inc.	Cyprus Creek Land Company	N/A	
Reclamation Easement and Agreement	12/19/11	Armstrong Coal Company, Inc.	Heritage Coal Company, LLC	N/A	
Declaration of Restrictive Covenants for Conservation (Lewis Creek West)	3/27/12	Armstrong Coal Company, Inc.	Western Land Company LLC and Western Mineral Development LLC	D394 pg 99	
Declaration of Restrictive Covenants for Conservation (Midway NE)	12/18/12	Armstrong Coal Company, Inc.	Western Land Company LLC and Western Mineral Development LLC	D398 pg17	
Right-of-Way Easement	4/6/11	Western Mineral Development, LLC	Kenergy	(at the Centertown Complex)	
Transmission Line Easement	4/14/11	Western Land Company, LLC	Kentucky Utilities Company	D389, PG461	
Transmission Line Easement	2/17/12	Western Land Company, LLC	Kentucky Utilities Company	D 395 P 791	
Deed (Matanzas Substation)	12/10/12	Armstrong Coal Company, Inc.	Kentucky Utilities Company	D397, PG668	

Armstrong Energy, Inc.
Schedule 2.2(b)(ii)
Transferred Owned Real Property
Ohio County

Easement Agreement	12/10/12	Armstrong Coal Company, Inc.	Kentucky Utilities Company	D397, pg673
Deed	4/4/08	Western Land Company, LLC	Joseph Michael Roe and wife, Sara Kelly Roe	D373 pg559
Coal Mining Sublease	8/12/13	Armstrong Coal Company, Inc.	Rust Mining, LLC	Unrecorded
Letter Agreement	9/12/07	Armstrong Coal Company, Inc.	Wabash Marine, Inc.	Construction and Operation of Dock Loading Facility
License Agreement	2/20/12	Armstrong Coal Company, Inc.	Wabash Marine, Inc.	Unrecorded - Relates to Boat Ramp situated on Armstrong surface lease at DB 388 P 270
Special Warranty Deed	5/2/16	Armstrong Coal Company, Inc.	David L. Pearce	D417, PG450
Special Warranty Deed	5/2/16	Armstrong Coal Company, Inc.	Elaine Armstrong and Glenn Armstrong, wife and husband	D417, PG442
Special Warranty Deed	5/2/16	Armstrong Coal Company, Inc.	John B. Casebier	D417, PG446
Special Warranty Deed	5/2/16	Armstrong Coal Company, Inc.	Judith McCrocklin	D417, PG474
Special Warranty Deed	5/2/16	Armstrong Coal Company, Inc.	Marjorie Pearce Wilhite	D417, PG462
Special Warranty Deed	5/2/16	Armstrong Coal Company, Inc.	Nola Casebier	D417, PG466
Special Warranty Deed	5/2/16	Armstrong Coal Company, Inc.	Thomas McCrocklin, Jr.	D417, PG454
Special Warranty Deed	5/2/16	Armstrong Coal Company, Inc.	Virginia L. Staude	L 195 PG 31
Special Warranty Deed	5/2/16	Armstrong Coal Company, Inc.	Walter U. Pearce	D417, PG458
Special Warranty Deed	5/2/16	Armstrong Coal Company, Inc.	William W. Casebier, Jr.	D417, PG470
Special Warranty Deed	5/2/16	Armstrong Coal Company, Inc.	Ceralvo Holdings LLC, Western Diamond, LLC, and Western Mineral Development, LLC	D417, PG436
Deed of Correction	5/2/16	Armstrong Coal Company, Inc.	Ceralvo Holdings LLC, Western Diamond, LLC, and Western Mineral Development, LLC	D420, PG85
Deed of Correction	6/1/16	Western Diamond, LLC	Western Mineral Development, LLC	D420, PG94

F. Ohio County - Other Third Party Conveyances/Rights

None

G. Ohio County - Farm Leases

Lessor	Lessee	Property Description	Term
Armstrong Coal Company, Inc.	Dennie Lee Grider and Dennie Curtis Grider	Shultz Farm - Matanzas (Described at DB 390, P 104)	March 22, 2017 - March 22, 2018
Armstrong Coal Company, Inc.	Dennie L. and Shelia C. Grider	Center Prep Property (Described at DB 393 P 36)	Farm Lease with Option to Purchase Agreement; Exhibit C to Coal Mining Lease dated February 14, 2012 with Dennie L and Shelia Grider
Armstrong Coal Company, Inc.	Dennie L. and Shelia C. Grider	West Providence Church Area (Described at DB 393, PG 36)	Farm Lease with Option to Purchase Agreement; Exhibit C to Coal Mining Lease dated February 14, 2012 with Dennie L and Shelia Grider

Armstrong Energy, Inc.
Schedule 2.2(b)(ii)
Transferred Owned Real Property
McLean County

A. McLean County - Owned Real Property - Surface

None

B. McLean County - Owned Real Property - Coal

None

C. McLean County - Leased Real Property - Surface

None

D. McLean County - Leased Real Property - Coal

None

E. McLean County - Known Rights of First Refusal and Other Exceptions/Prior Conveyances

None

F. McLean County - Other Third Party Conveyances/Rights

None

G. McLean County - Farm Leases

None

Armstrong Energy, Inc.
Schedule 2.2(b)(ii)
Transferred Owned Real Property
St. Louis

A. St. Louis (MO) County - Owned Real Property - Surface

None

B. St. Louis (MO) County - Owned Real Property - Coal

None

C. St. Louis (MO) County - Leased Real Property - Surface

Instrument	Date	Grantor	Grantee	Recording info	Notes
Lease Agreement	1/8/2009	Pierre Laclede Office Investors, LLC	Armstrong Coal Company, Inc.	Unrecorded	Saint Louis Office 7733 Forsyth Blvd, Suite 1625
First Amendment to Lease Agreement	10/4/12	KBSII Pierre Laclede Center, LLC (successor-in-interest to Pierre Laclede Office Investors, LLC)	Armstrong Energy, Inc. (successor-in-interest to Armstrong Coal Company, Inc.)	Unrecorded	Addition of Suite 1600
Second Amendment to Lease Agreement	9/5/14	KBSII Pierre Laclede Center, LLC (successor-in-interest to Pierre Laclede Office Investors, LLC)	Armstrong Energy, Inc. (successor-in-interest to Armstrong Coal Company, Inc.)	Unrecorded	Addition of Suite 1650
Third Amendment to Lease Agreement	2/2/15	KBSII Pierre Laclede Center, LLC (successor-in-interest to Pierre Laclede Office Investors, LLC)	Armstrong Energy, Inc. (successor-in-interest to Armstrong Coal Company, Inc.)	Unrecorded	Modification of Suite 1650

D. St. Louis (MO) County - Leased Real Property - Coal

None

E. St. Louis (MO) County - Known Rights of First Refusal and Other Exceptions/Prior Conveyances

Instrument	Date	Grantor	Grantee	Recording info	Notes
Sublease Agreement	2/4/2016	Armstrong Energy, Inc.	Norton Lilly International, Inc.	Unrecorded	Portion of Suite 1650
First Amendment to Sublease	1/26/2017	Armstrong Energy, Inc.	Norton Lilly International, Inc.	Unrecorded	Portion of Suite 1650
Sublease Agreement	11/30/2016	Armstrong Energy, Inc.	Mueller Prost, LC	Unrecorded	Suite 1600

F. St. Louis (MO) County - Other Third Party Conveyances/Rights

None

G. St. Louis (MO) County - Farm Leases

None

Armstrong Energy, Inc.
 Schedule 2.2(b)(iv)
 Transferred Equipment
 Summary of Transferred Equipment
 Book Value as of 10/31/2017

Asset Category	Acquis.val.	Accum Dep. or Obsolesce	Book val.
Fixed Assets			
Buildings	2,704,370.62	(720,039.66)	1,984,330.96
Bldg Improvements	1,457,532.13	(395,931.97)	1,061,600.16
Power Lines & Substations	2,102,201.91	(1,601,083.90)	501,118.01
Preparation Plants	42,800,984.82	(22,726,507.64)	20,074,477.18
Dock Facilities	7,930,453.17	(2,631,468.07)	5,298,985.10
Rail Facilities	4,859,707.58	(4,631,446.09)	228,261.49
Haul Roads	1,923,897.05	(1,391,470.73)	532,426.32
Mine Equipment	157,209,440.51	(116,434,741.60)	40,774,698.91
Mobile Equipment	35,863,308.42	(30,067,451.08)	5,795,857.34
Office Equipment	563,628.14	(511,344.68)	52,283.46
Computer Software	4,234,981.51	(4,186,778.91)	48,202.60
Computer Hardware	815,657.57	(798,800.46)	16,857.11
Total Transferred Equipment - Fixed Assets	262,466,163.43	(186,097,064.79)	76,369,098.64
Inventory			
Fuel Inventory	140,055.68	-	140,055.68
Parts & Supplies Inventory	9,153,924.05	(1,325,648.37)	7,828,275.68
Total Transferred Equipment - Inventory	9,293,979.73	(1,325,648.37)	7,968,331.36
Total Transferred Equipment	271,760,143.16	(187,422,713.16)	84,337,430.00

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Fixed Asset Equipment List
Book Value as of 10/31/2017

Asset	Cap.date	Asset Category	Asset description	Acquis.val.	Accum.dep.	Book val.	Crcy
1000102	9/30/2013	Bldg Improvements	STL LEASEHOLD IMPROVEMENTS	\$ 38,237.78	\$ (24,947.88)	\$ 13,289.90	USD
1000113	6/30/2015	Bldg Improvements	STL LEASEHOLD IMPROVEMENTS #2	29,082.22	(20,076.84)	9,005.38	USD
1000124	5/31/2016	Bldg Improvements	STL IT SERVER ROOM RELOCATION	43,597.00	(6,539.55)	37,057.45	USD
1000125	8/31/2016	Bldg Improvements	STL OFFICE TI REIMBURSEMENT	23,859.65	(2,982.45)	20,877.20	USD
1000001	1/1/2008	Office Equipment	Used Telephone System	1,264.00	(1,264.00)	-	USD
1000002	1/1/2008	Office Equipment	File Cabinet	353.00	(353.00)	-	USD
1000003	1/1/2008	Office Equipment	File Cabinet	194.00	(194.00)	-	USD
1000004	1/1/2008	Office Equipment	File Cabinet	483.00	(483.00)	-	USD
1000005	1/1/2008	Office Equipment	Used desk	2,500.00	(2,500.00)	-	USD
1000006	1/1/2008	Office Equipment	Used credenza	1,500.00	(1,500.00)	-	USD
1000007	1/1/2008	Office Equipment	Used guest chairs (2 each)	800.00	(800.00)	-	USD
1000008	1/1/2008	Office Equipment	Used pictures	300.00	(300.00)	-	USD
1000009	1/1/2008	Office Equipment	Used desk	1,000.00	(1,000.00)	-	USD
1000010	2/20/2008	Office Equipment	Lateral File (3 each)	2,135.90	(2,135.90)	-	USD
1000011	2/20/2008	Office Equipment	Pro Work Chairs (2 each)	1,224.26	(1,224.26)	-	USD
1000012	4/18/2008	Office Equipment	Double Pedestal Desk	2,237.81	(2,237.81)	-	USD
1000013	4/18/2008	Office Equipment	Credenza	2,097.11	(2,097.11)	-	USD
1000014	4/18/2008	Office Equipment	Credenza Hutch	2,207.67	(2,207.67)	-	USD
1000015	4/18/2008	Office Equipment	Paper Manager	604.12	(604.12)	-	USD
1000016	4/18/2008	Office Equipment	High Storage Unit	2,403.65	(2,403.65)	-	USD
1000017	4/18/2008	Office Equipment	Double Door Cabinet	1,793.95	(1,793.95)	-	USD
1000018	4/18/2008	Office Equipment	Open Shelf (2 each)	2,223.30	(2,223.30)	-	USD
1000019	5/7/2008	Office Equipment	Chair	1,527.32	(1,527.32)	-	USD
1000020	5/7/2008	Office Equipment	Settee	2,076.33	(2,076.33)	-	USD
1000021	5/7/2008	Office Equipment	Coffee Table	854.62	(854.62)	-	USD
1000022	8/10/2008	Office Equipment	End Table 24 X 24	802.40	(802.40)	-	USD
1000023	8/10/2008	Office Equipment	Open CPU Shelf	712.57	(712.57)	-	USD
1000024	5/31/2009	Office Equipment	Carpet-JHA Office	1,108.90	(986.19)	122.71	USD
1000025	5/31/2009	Office Equipment	Carpet-Other Offices	6,333.14	(5,632.34)	700.80	USD
1000026	5/31/2009	Office Equipment	Phone/Data line installation	3,811.81	(3,390.02)	421.79	USD
1000027	5/31/2009	Office Equipment	Office design fee	1,446.23	(1,286.20)	160.03	USD
1000028	5/31/2009	Office Equipment	Refrigerator	652.85	(580.61)	72.24	USD
1000029	5/31/2009	Office Equipment	Reception-Leather Armchairs	2,656.32	(2,362.39)	293.93	USD
1000030	5/31/2009	Office Equipment	Carpet installation & materials	8,368.25	(7,442.25)	926.00	USD
1000031	5/31/2009	Office Equipment	Reception-Love Seat	1,151.97	(1,024.50)	127.47	USD
1000032	5/31/2009	Office Equipment	Reception-Round Occasional Tables	451.55	(401.59)	49.96	USD
1000033	5/31/2009	Office Equipment	Reception-Desk with Counter	950.28	(845.13)	105.15	USD
1000034	5/31/2009	Office Equipment	Conf Room-Conference Table	4,280.69	(3,807.01)	473.68	USD
1000035	5/31/2009	Office Equipment	Conf Room-Credenze 4-Door	1,337.04	(1,189.09)	147.95	USD
1000036	5/31/2009	Office Equipment	Conf Room-Swivel Tilt Chairs	9,498.23	(8,447.20)	1,051.03	USD
1000037	5/31/2009	Office Equipment	Auditor Area-Armless Chairs	1,582.84	(1,407.69)	175.15	USD
1000038	5/31/2009	Office Equipment	Auditor Area-Portalbe Tables 30 x 72	1,447.52	(1,287.34)	160.18	USD
1000039	5/31/2009	Office Equipment	Acct Office 1-Desk Set	1,945.87	(1,730.55)	215.32	USD
1000040	5/31/2009	Office Equipment	Acct Office 1-File Cabinet Set	617.22	(548.92)	68.30	USD
1000041	5/31/2009	Office Equipment	Acct Office 1-Pro Task Chair	597.57	(531.45)	66.12	USD
1000042	5/31/2009	Office Equipment	Acct Office 2-Desk Set	1,945.87	(1,730.55)	215.32	USD
1000043	5/31/2009	Office Equipment	Acct Office 2- File Cabinet Set	617.22	(548.92)	68.30	USD
1000044	5/31/2009	Office Equipment	Acct Office 3-Desk Set	1,945.87	(1,730.55)	215.32	USD
1000045	5/31/2009	Office Equipment	Acct Office 3File Cabinet Set	617.22	(548.92)	68.30	USD
1000046	5/31/2009	Office Equipment	Acct Office 4-Desk Set	1,945.87	(1,730.55)	215.32	USD
1000047	5/31/2009	Office Equipment	Acct Office 4- File Cabinet Set	617.22	(548.92)	68.30	USD
1000048	5/31/2009	Office Equipment	Acct Office 4- Pro Task Chair	597.57	(531.45)	66.12	USD
1000049	5/31/2009	Office Equipment	Workstation 1-Desk Set	2,545.13	(2,263.49)	281.64	USD
1000050	5/31/2009	Office Equipment	Work Station 1-Pro Tast Chair	597.57	(531.45)	66.12	USD
1000051	5/31/2009	Office Equipment	Workstation 2-Desk Set	2,545.13	(2,263.49)	281.64	USD
1000052	5/31/2009	Office Equipment	Workstation 2-Pro Task Chair	597.57	(531.45)	66.12	USD
1000053	5/31/2009	Office Equipment	JLA Office-Desk Set	2,202.51	(1,958.78)	243.73	USD
1000054	5/31/2009	Office Equipment	JLA Office-File Set 72"	2,470.67	(2,197.28)	273.39	USD
1000055	5/31/2009	Office Equipment	JLA Office-File Set 36"	2,009.55	(1,787.18)	222.37	USD
1000056	5/31/2009	Office Equipment	JLA Office-Table	1,081.58	(961.90)	119.68	USD
1000057	5/31/2009	Office Equipment	JLA Office-Guest Chairs	1,064.85	(947.01)	117.84	USD
1000058	5/31/2009	Office Equipment	JLA Office-Bookcase	1,052.26	(935.83)	116.43	USD
1000059	5/31/2009	Office Equipment	JLA Office-Wardrobe	1,208.23	(1,074.53)	133.70	USD
1000060	5/31/2009	Office Equipment	BB Office-Guest Chairs	532.42	(473.50)	58.92	USD
1000061	5/31/2009	Office Equipment	Break Room-Chairs	240.70	(214.07)	26.63	USD
1000062	5/31/2009	Office Equipment	Break Room-Table	282.10	(250.88)	31.22	USD
1000063	5/31/2009	Office Equipment	JHA Office-Bookcases	2,466.00	(2,193.12)	272.88	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Fixed Asset Equipment List
Book Value as of 10/31/2017

Asset	Cap.date	Asset Category	Asset description	Acquis.val.	Accum.dep.	Book val.	Crcy
1000064	5/31/2009	Office Equipment	Reception-Area Rug 8 x 11	705.37	(627.32)	78.05	USD
1000065	5/31/2009	Office Equipment	Phones and Installation	2,206.05	(2,206.05)	-	USD
1000066	5/31/2009	Office Equipment	Computer Network Equipment	402.81	(402.81)	-	USD
1000067	9/25/2009	Office Equipment	Credenza Buffet for Large Conf Room	1,822.08	(1,572.24)	249.84	USD
1000068	9/25/2009	Office Equipment	Conf Table & Chairs for small conf area (MDW)	1,536.25	(1,325.61)	210.64	USD
1000069	3/1/2010	Office Equipment	RG Office-Bookshelves	1,133.10	(931.18)	201.92	USD
1000078	4/1/2012	Office Equipment	Brian Landry -Office Furniture	3,645.17	(3,645.17)	-	USD
1000103	9/1/2013	Office Equipment	OFFICE FURNITURE JUNE 2013	6,536.74	(5,651.64)	885.10	USD
1000114	5/31/2015	Office Equipment	OFFICE FURNITURE 1601 EMPTY	3,025.29	(1,579.41)	1,445.88	USD
1000115	5/31/2015	Office Equipment	OFFICE FURNITURE 1602 JW	3,025.29	(1,579.41)	1,445.88	USD
1000116	5/31/2015	Office Equipment	OFFICE FURNITURE 1611 JJ	5,584.21	(2,915.35)	2,668.86	USD
1000117	5/31/2015	Office Equipment	OFFICE FURNITURE 1606 JT	3,025.29	(1,579.41)	1,445.88	USD
1000118	5/31/2015	Office Equipment	OFFICE FURNITURE 1607 ZR	3,025.29	(1,579.41)	1,445.88	USD
1000119	5/31/2015	Office Equipment	OFFICE FURNITURE 1609 RB	3,025.29	(1,579.41)	1,445.88	USD
1000120	5/31/2015	Office Equipment	OFFICE FURNITURE 1610 EMPTY	3,025.29	(1,579.41)	1,445.88	USD
1000121	5/31/2015	Office Equipment	OFFICE FURNITURE 1613 EMPTY	3,025.29	(1,579.41)	1,445.88	USD
1000122	5/31/2015	Office Equipment	OFFICE FURNITURE AUDITORS ROOM	2,929.92	(1,529.62)	1,400.30	USD
1000126	9/1/2017	Office Equipment	STL OFFICE RICOH COPIER	19,811.55	(1,100.64)	18,710.91	USD
1000070	1/5/2012	Computer Software	SAP License	323,831.30	(323,831.30)	-	USD
1000076	1/31/2012	Computer Software	SAP Implementation Project Phase 1	2,048,355.15	(2,048,355.15)	-	USD
1000077	1/31/2012	Computer Software	SAP Implementation Project Phase 1A	50,584.44	(50,584.44)	-	USD
1000089	1/31/2013	Computer Software	SAP Implementation Project Phase 2	417,364.53	(406,830.35)	10,534.18	USD
1000090	1/31/2013	Computer Software	Business Objects Rapid Marts	239,659.80	(233,610.84)	6,048.96	USD
1000091	1/31/2013	Computer Software	SAP ERP Training Bundle	15,016.77	(14,637.75)	379.02	USD
1000104	12/31/2013	Computer Software	SAP Implementation Project Phase 3	61,352.86	(50,401.00)	10,951.86	USD
1000105	12/31/2013	Computer Software	Government Risk and Assessment Project	75,749.20	(62,227.52)	13,521.68	USD
1000106	12/31/2013	Computer Software	ADP Payroll Implementation	10,157.84	(8,344.61)	1,813.23	USD
1000109	5/1/2014	Computer Software	Enhancement Pack Upgrade Release 6	25,421.32	(25,421.32)	-	USD
1000110	8/1/2014	Computer Software	Implementation Of Consolidation Using BPC	189,964.81	(189,964.81)	-	USD
1000111	10/1/2014	Computer Software	Winshuttle Software Licenses	5,432.15	(5,432.15)	-	USD
1000112	12/31/2014	Computer Software	Implementation of BPC-Planning & Forecasting	207,213.55	(202,259.88)	4,953.67	USD
1000071	1/1/2008	Computer Hardware	Used printer	521.00	(521.00)	-	USD
1000072	1/1/2008	Computer Hardware	Used scanner	311.00	(311.00)	-	USD
1000073	4/10/2008	Computer Hardware	New computer	1,251.38	(1,251.38)	-	USD
1000074	4/10/2008	Computer Hardware	New computer	1,251.37	(1,251.37)	-	USD
1000075	4/10/2008	Computer Hardware	New computer	1,251.37	(1,251.37)	-	USD
2100036	7/25/2008	Buildings	Building - 2000 River Haul Rd (Cabin)	53,133.53	(16,109.00)	37,024.53	USD
2100037	3/31/2009	Buildings	Complex Bucket Housing	27,406.51	(27,406.51)	-	USD
2100038	5/31/2009	Buildings	Parkway Bathhouse	409,384.57	(113,264.34)	296,120.23	USD
2100039	6/1/2009	Buildings	Parkway UG Office	457,355.89	(125,310.01)	332,045.88	USD
2100040	6/1/2009	Buildings	Midway Plant Building	62,943.27	(25,514.00)	37,429.27	USD
2100041	12/20/2010	Buildings	Bulk Storage Building - Parkway UG	52,275.47	(51,825.11)	450.36	USD
2100042	12/20/2010	Buildings	Field Office - 1998 24x60 Mobile Unit	13,346.70	(13,231.72)	114.98	USD
2100043	11/30/2011	Buildings	Kronos Office/Bathhouse	1,177,087.39	(227,931.41)	949,155.98	USD
2100043	4/30/2012	Buildings	Kronos Office/Bathhouse	16,025.59	(3,003.66)	13,021.93	USD
2100044	12/1/2011	Buildings	Kronos Storage	18,550.40	(3,539.47)	15,010.93	USD
2100849	9/30/2012	Buildings	Bathhouse/Office - Lewis Creek UG	221,312.62	(36,466.03)	184,846.59	USD
2100849	1/1/2013	Buildings	Bathhouse/Office - Lewis Creek UG - final setup	7,013.26	(1,073.28)	5,939.98	USD
2100045	7/1/2008	Bldg Improvements	Centertown Improvements	325,818.75	(98,781.27)	227,037.48	USD
2100046	10/1/2008	Bldg Improvements	Centertown Complex Bldg Improvements	13,217.06	(3,902.81)	9,314.25	USD
2100047	3/1/2009	Bldg Improvements	Centertown Complex Office Expansion	81,408.75	(22,958.52)	58,450.23	USD
2100048	9/1/2009	Bldg Improvements	Madisonville Office	50,605.96	(13,456.49)	37,149.47	USD
2100737	6/25/2008	Bldg Improvements	B95-928 Fujitsu Indoor A/C Unit	1,592.65	(1,592.65)	-	USD
2100738	6/25/2008	Bldg Improvements	B95-929 Fujitsu Outdoor A/C Unit	1,592.64	(1,592.64)	-	USD
2100739	9/3/2008	Bldg Improvements	48" Wainscoting & Wall Panels & Bevel Edge Bartop	2,177.37	(2,046.99)	130.38	USD
2100740	6/30/2009	Bldg Improvements	Generator and Installation	35,463.40	(31,304.86)	4,158.54	USD
2100806	5/31/2012	Bldg Improvements	Madisonville Office	657,783.05	(116,035.56)	541,747.49	USD
2100809	5/31/2012	Bldg Improvements	Paving & Striping - 409 Brown Road	30,961.10	(19,242.75)	11,718.35	USD
2101163	10/1/2014	Bldg Improvements	Paving - Midway Mine Entrance	37,809.85	(23,443.63)	14,366.22	USD
2101338	8/1/2016	Bldg Improvements	Mad 2016 Office Transition	84,324.90	(7,027.08)	77,297.82	USD
2100049	7/1/2008	Power Lines & Substations	Drag Line #377 Power	15,593.09	(14,830.61)	762.48	USD
2100050	7/1/2008	Power Lines & Substations	Midway Substation	157,360.09	(149,665.44)	7,694.65	USD
2100051	10/1/2008	Power Lines & Substations	Powerline - Midway Surface	90,592.98	(84,445.44)	6,147.54	USD
2100052	12/31/2008	Power Lines & Substations	1500 KVA Transformer	19,745.05	(19,745.05)	-	USD
2100053	12/31/2008	Power Lines & Substations	750 KVA Transformer	7,898.02	(7,898.02)	-	USD
2100054	12/31/2008	Power Lines & Substations	2500 KVA Transformer	59,235.13	(59,235.13)	-	USD
2100055	12/31/2008	Power Lines & Substations	5000 KVA Transformer	157,960.37	(157,960.37)	-	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Fixed Asset Equipment List
Book Value as of 10/31/2017

Asset	Cap.date	Asset Category	Asset description	Acquis.val.	Accum.dep.	Book val.	Crcy
2100056	12/31/2008	Power Lines & Substations	1000 KVA Transformer	7,898.02	(7,898.02)	-	USD
2100057	12/31/2008	Power Lines & Substations	1000 KVA Transformer	7,898.02	(7,898.02)	-	USD
2100058	12/31/2008	Power Lines & Substations	750 KVA Transformer	7,898.02	(7,898.02)	-	USD
2100060	12/31/2008	Power Lines & Substations	750 KVA Transformer	7,898.02	(7,898.02)	-	USD
2100061	12/31/2008	Power Lines & Substations	1000 KVA Transformer	11,847.03	(11,847.03)	-	USD
2100062	12/31/2008	Power Lines & Substations	2500 KVA Transformer	15,796.04	(15,796.04)	-	USD
2100063	12/31/2008	Power Lines & Substations	15 KV 3 - Circuit 600 Amp Vacuum Switch House	5,931.52	(5,931.52)	-	USD
2100064	12/31/2008	Power Lines & Substations	15 KV 3 - Circuit 600 Amp Vacuum Switch House	5,931.52	(5,931.52)	-	USD
2100065	12/31/2008	Power Lines & Substations	15 KV 1 - Circuit 1200 Amp Vacuum Switch House	8,897.29	(8,897.29)	-	USD
2100066	12/31/2008	Power Lines & Substations	15 KV 1 - Circuit 1200 Amp Vacuum Switch House	8,897.29	(8,897.29)	-	USD
2100067	12/31/2008	Power Lines & Substations	15 KV 3 - Circuit 600 Amp Vacuum Switch House	5,931.52	(5,931.52)	-	USD
2100068	12/31/2008	Power Lines & Substations	15 KV 3 - Circuit 600 Amp Vacuum Switch House	5,931.52	(5,931.52)	-	USD
2100069	12/31/2008	Power Lines & Substations	15 KV 3 - Circuit 600 Amp Vacuum Switch House	5,931.52	(5,931.52)	-	USD
2100070	12/31/2008	Power Lines & Substations	15 KV 2 - Circuit 1200 Amp Vacuum Switch House	8,897.29	(8,897.29)	-	USD
2100071	12/31/2008	Power Lines & Substations	15 KV 2 - Circuit 1200 Amp Vacuum Switch House	5,931.52	(5,931.52)	-	USD
2100072	12/31/2008	Power Lines & Substations	15 KV 2 - Circuit 1200 Amp Vacuum Switch House	14,828.82	(14,828.82)	-	USD
2100073	12/31/2008	Power Lines & Substations	15 KV 2 - Circuit 1200 Amp Vacuum Switch House	8,897.29	(8,897.29)	-	USD
2100074	12/31/2008	Power Lines & Substations	15 KV 3 - Circuit 800 Amp Vacuum Switch House	5,931.52	(5,931.52)	-	USD
2100075	12/31/2008	Power Lines & Substations	Parkway Switches	8,897.29	(8,897.29)	-	USD
2100076	12/31/2008	Power Lines & Substations	15 KV 2 - Circuit 1200 Amp Vacuum Switch House	8,897.29	(8,897.29)	-	USD
2100077	12/31/2008	Power Lines & Substations	15 KV 3 - Circuit 800 Amp Vacuum Switch House	5,931.52	(5,931.52)	-	USD
2100078	12/31/2008	Power Lines & Substations	15 KV 2 - Circuit 600 Amp Vacuum Switch House	5,931.52	(5,931.52)	-	USD
2100079	6/12/2008	Power Lines & Substations	Skid Mounted 2 Circuit 4160 Volt 1200 Amp High Vol	22,309.82	(22,309.82)	-	USD
2100080	1/1/2008	Power Lines & Substations	1500 KVA PAD Mount Transformer HV: 4160 DLV: 480/2	12,047.30	(12,047.30)	-	USD
2100081	1/1/2008	Power Lines & Substations	1500 KVA PAD Mount Transformer HV: 4160 DLV: 480/2	12,047.30	(12,047.30)	-	USD
2100082	1/1/2008	Power Lines & Substations	1500 KVA PAD Mount Transformer HV: 4160 DLV: 480/2	12,047.30	(12,047.30)	-	USD
2100083	1/1/2008	Power Lines & Substations	7500 KVA High Voltage Transformer: 69000 LV 4160	44,619.63	(44,619.63)	-	USD
2100084	12/31/2008	Power Lines & Substations	4160 Volt Capacitor Switch house 1200 KVAR	4,423.26	(4,423.26)	-	USD
2100085	2/5/2008	Power Lines & Substations	500 KVA Dry Type Transformer 7.2 KV 480/277 3 Phas	4,461.96	(4,461.96)	-	USD
2100086	12/31/2008	Power Lines & Substations	5000 KVA Transformer HV: 69000 LV 7200 Interstate	44,232.70	(44,232.70)	-	USD
2100087	12/31/2008	Power Lines & Substations	5000 KVA Transformer HV: 69000 LV 7200 Interstate	11,058.18	(11,058.18)	-	USD
2100088	12/31/2008	Power Lines & Substations	Skid Mounted 2 Circuit 7200 Volt 600 Amp High Volt	4,423.26	(4,423.26)	-	USD
2100089	6/12/2008	Power Lines & Substations	3750 KVA Transformer HV: 69000 LV 7200 G.E. oil ty	44,619.63	(44,619.63)	-	USD
2100090	12/31/2008	Power Lines & Substations	3750 KVA Transformer HV: 69000 LV 7200 G.E. oil ty	44,232.70	(44,232.70)	-	USD
2100091	12/31/2008	Power Lines & Substations	3750 KVA Transformer HV: 69000 LV 7200 G.E. oil ty	44,232.70	(44,232.70)	-	USD
2100092	12/31/2008	Power Lines & Substations	3750 KVA Transformer HV: 69000 LV 7200 G.E. oil ty	44,232.70	(44,232.70)	-	USD
2100093	6/12/2008	Power Lines & Substations	Skid Mounted 2 Circuit 7200 Volt 600 Amp Vacuum 3	13,385.89	(13,385.89)	-	USD
2100094	1/1/2008	Power Lines & Substations	Skid Mounted 2 Circuit 7200 Volt 1200 Amp Vacuum 3	13,385.89	(13,385.89)	-	USD
2100095	12/31/2008	Power Lines & Substations	Skid Mounted 2 Circuit 7200 Volt 600 Amp Vacuum 3	13,269.81	(13,269.81)	-	USD
2100096	2/1/2010	Power Lines & Substations	Capacitor Bank for Substation	14,888.86	(14,888.86)	-	USD
2100097	2/1/2010	Power Lines & Substations	Set-up - Transformer and Backup Generator	22,434.96	(22,434.96)	-	USD
2100098	12/7/2010	Power Lines & Substations	Primary Powerline - Kronos Underground	230,326.75	(173,158.32)	57,168.43	USD
2100812	5/1/2012	Power Lines & Substations	Refuse Powerline - Dock Prep	217,707.92	(134,063.11)	83,644.81	USD
2100812	12/1/2013	Power Lines & Substations	Refuse Powerline - Dock Prep	(75,679.53)	37,051.43	(38,628.10)	USD
2100982	4/1/2013	Power Lines & Substations	Dryer - Centrifuge	86,203.87	(44,709.41)	41,494.46	USD
2100989	5/1/2013	Power Lines & Substations	Powerline - Equality 69KV Construction Costs	60,694.53	(30,919.07)	29,775.46	USD
2101003	7/2/2013	Power Lines & Substations	Powerline - Lewis Creek Surface Line Extension	58,773.70	(35,408.09)	23,365.61	USD
2101076	12/1/2013	Power Lines & Substations	Regulator Bank - Installation	58,041.81	(25,704.44)	32,337.37	USD
2101123	6/1/2014	Power Lines & Substations	Powerline - MWS Extension/Sub Move	51,753.28	(33,244.35)	18,508.93	USD
2101123	10/1/2014	Power Lines & Substations	Powerline - 69KV Substation Installation	21,296.50	(13,135.34)	8,161.16	USD
2101148	9/1/2014	Power Lines & Substations	Powerline - Midway Surface - Extension	45,607.86	(28,425.89)	17,181.97	USD
2101298	12/1/2015	Power Lines & Substations	Powerline - Equality 2000' Dragline Circuit	40,562.50	(7,774.48)	32,788.02	USD
2101350	1/1/2017	Power Lines & Substations	Powerline - Lewis Creek Surface	72,655.00	(8,649.40)	64,005.60	USD
2101374	9/1/2017	Power Lines & Substations	Centrifuge Screenbowl	59,587.75	(993.13)	58,594.62	USD
2101376	9/1/2017	Power Lines & Substations	Centrifuge Screenbowl	59,100.00	(985.00)	58,115.00	USD
2100099	7/21/2008	Preparation Plants	Midway Prep Plant	15,425,667.40	(6,635,294.76)	8,790,372.64	USD
2100100	7/21/2008	Preparation Plants	Prep Plant Improvements	52,994.32	(52,994.32)	-	USD
2100101	1/1/2009	Preparation Plants	Midway Plant Construction	26,230.83	(26,230.83)	-	USD
2100102	5/1/2009	Preparation Plants	Parkway Prep	12,130,527.83	(10,127,738.86)	2,002,788.97	USD
2100103	8/10/2009	Preparation Plants	Office Network for Parkway Prep Plant	14,718.78	(12,798.09)	1,920.69	USD
2100104	9/1/2009	Preparation Plants	Parkway Prep - Electrical Changes	31,673.30	(31,673.30)	-	USD
2100105	3/2/2010	Preparation Plants	Prep Plant - Armstong Dock Prep	11,622,328.29	(4,450,125.87)	7,172,202.42	USD
2100106	4/15/2011	Preparation Plants	Refuse Bin - Install	104,818.05	(100,215.41)	4,602.64	USD
2100845	9/17/2012	Preparation Plants	Midway Prep Plant - B Side GMC	1,608,757.51	(413,978.65)	1,194,778.86	USD
2100851	9/17/2012	Preparation Plants	Midway Prep Plant - B Side Conn-Weld	442,478.99	(259,772.54)	182,706.45	USD
2100852	9/17/2012	Preparation Plants	Midway Prep Plant - B Side Krebs	251,526.46	(147,667.28)	103,859.18	USD
2100853	9/17/2012	Preparation Plants	Midway Prep Plant - B Side Decanter	203,302.99	(119,356.02)	83,946.97	USD

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Asset	Cap.date	Asset Category	Asset description	Acquis.val.	Accum.dep.	Book val.	Crcy
2100854	9/17/2012	Preparation Plants	Midway Prep Plant - B Side Kerco	126,279.35	(74,136.65)	52,142.70	USD
2100855	9/17/2012	Preparation Plants	Midway Prep Plant - B Side Ludowici	96,591.66	(56,707.47)	39,884.19	USD
2100856	9/17/2012	Preparation Plants	Midway Prep Plant - B Side	72,662.32	(42,658.92)	30,003.40	USD
2100857	9/17/2012	Preparation Plants	Midway Prep Plant - B Side Eriez	60,285.38	(35,392.62)	24,892.76	USD
2100858	9/17/2012	Preparation Plants	Midway Prep Plant - B Side Grove Electric	519,995.28	(133,809.44)	386,185.84	USD
2100859	9/17/2012	Preparation Plants	Midway Prep Plant - B Side	6,099.53	(3,580.94)	2,518.59	USD
2100860	9/17/2012	Preparation Plants	Midway Prep Plant - B Side	4,046.55	(2,375.67)	1,670.88	USD
2100107	1/12/2009	Dock Facilities	Armstrong Dock	6,834,150.70	(1,963,722.36)	4,870,428.34	USD
2100108	11/30/2010	Dock Facilities	Armstrong Dock - Barge Unloading	903,575.43	(495,617.39)	407,958.04	USD
2100109	2/28/2011	Dock Facilities	Armstrong Dock - Barge Unloading	6,973.93	(3,701.32)	3,272.61	USD
2101086	7/23/2008	Rail Facilities	Midway Rail Siding - Rail Loop	4,283,170.52	(4,077,751.90)	205,418.62	USD
2101086	7/23/2008	Rail Facilities	Midway Rail Siding - McHenry Signal System	459,375.57	(453,095.10)	6,280.47	USD
2101086	6/30/2010	Rail Facilities	Midway Rail Siding - CSX Right of Way - Ceralvo	62,756.57	(50,159.18)	12,597.39	USD
2101086	11/12/2008	Rail Facilities	Midway Rail Siding - Freeze Agent System	54,404.92	(50,439.91)	3,965.01	USD
2100110	7/1/2008	Haul Roads	Midway Haul Roads	161,625.40	(153,934.09)	7,691.31	USD
2100111	5/31/2009	Haul Roads	Dock Haul Roads	68,073.30	(60,536.69)	7,536.61	USD
2100112	5/31/2009	Haul Roads	Parkway Haul Roads	30,017.73	(26,694.37)	3,323.36	USD
2100113	5/31/2009	Haul Roads	Midway Haul Roads 05/31/09	44,956.94	(39,979.61)	4,977.33	USD
2100114	6/30/2011	Haul Roads	Haul Road - Warden/Kronos area to Dock	30,579.37	(21,740.02)	8,839.35	USD
2100115	6/30/2011	Haul Roads	Haul Road - Lewis Creek	4,882.82	(3,551.98)	1,330.84	USD
2100116	11/30/2011	Haul Roads	Haul Road - Armstrog Dock	298,469.91	(200,337.20)	98,132.71	USD
2100813	5/1/2012	Haul Roads	Haul Road - East Fork Warden/Kronos Haul Road	678,965.29	(421,986.19)	256,979.10	USD
2100975	1/1/2013	Haul Roads	Haul Road - Parkway Road Upgrade	72,121.37	(39,777.49)	32,343.88	USD
2101290	10/1/2015	Haul Roads	Haul Road - Midway Road Reconstruction	68,131.47	(14,194.06)	53,937.41	USD
2100127	7/1/2008	Mine Equipment	1976 Drag Line Model 752 Page SN# 377 and related	722,108.06	(687,657.62)	34,450.44	USD
2100128	6/30/2010	Mine Equipment	Drag Line - 1969 Model 752 Page SN# 337 and relate	683,162.10	(667,372.32)	15,789.78	USD
2100129	6/30/2010	Mine Equipment	Drag Line - 1970 Model 752 Page SN# 347 and relate	683,162.10	(667,372.32)	15,789.78	USD
2100130	5/31/2007	Mine Equipment	Feeder - BF005	191,630.08	(191,630.08)	-	USD
2100131	5/31/2007	Mine Equipment	Scoop - SC507	134,141.07	(134,141.07)	-	USD
2100132	5/1/2007	Mine Equipment	Kubota Utility Vehicle RTV900	12,078.70	(12,078.70)	-	USD
2100133	6/14/2007	Mine Equipment	14' jon boat & motorstrailer	2,640.09	(2,640.09)	-	USD
2100134	11/8/2007	Mine Equipment	Drill Crew F450 4x4 (2008)	35,525.97	(35,525.97)	-	USD
2100135	11/16/2007	Mine Equipment	Drill Crew F450 4x4 (2008) bed & ball setup	2,709.90	(2,709.90)	-	USD
2100136	11/16/2007	Mine Equipment	Drill Crew F450 4x4 (2008)fuel & water tanks	1,280.90	(1,280.90)	-	USD
2100137	9/11/2007	Mine Equipment	Generator - CAT 200KW	39,500.00	(39,500.00)	-	USD
2100141	10/22/2007	Mine Equipment	Drill Crew Air Compressor-IngersolRand	10,000.00	(10,000.00)	-	USD
2100144	3/26/2008	Mine Equipment	Truck - 2008 Ford F-450 Tipple Welder	32,580.54	(32,580.54)	-	USD
2100145	3/28/2008	Mine Equipment	Continuous Miner - MN006	896,245.07	(875,141.90)	21,103.17	USD
2100146	3/28/2008	Mine Equipment	Continuous Miner - MN006	6,632.65	(6,476.48)	156.17	USD
2100147	5/5/2008	Mine Equipment	Fuel Body - 4000 Gal Fuel/Lube Body (2677)	86,700.00	(86,700.00)	-	USD
2100149	4/28/2008	Mine Equipment	Continuous Miner - MN006	12,288.39	(11,925.54)	362.85	USD
2100150	4/30/2008	Mine Equipment	Safe House Construction - Big Run	60,329.80	(58,498.14)	1,831.66	USD
2100151	4/30/2008	Mine Equipment	Continuous Miner - MN006	602,496.64	(584,502.44)	17,994.20	USD
2100152	5/26/2009	Mine Equipment	Continuous Miner - JM6148/MN001	1,644,607.35	(1,462,104.21)	182,503.14	USD
2100153	6/9/2009	Mine Equipment	Continuous Miner - JM6177	1,642,444.69	(1,449,403.49)	193,041.20	USD
2100154	7/29/2009	Mine Equipment	Continuous Miner - JM6210	1,634,143.23	(1,431,281.19)	202,862.04	USD
2100155	9/30/2009	Mine Equipment	Continuous Miner - JM6211	1,624,853.60	(1,401,453.81)	223,399.79	USD
2100156	4/17/2008	Mine Equipment	Van - 2007 Chevy G3500 Extended (Used)	19,625.00	(19,625.00)	-	USD
2100157	4/17/2008	Mine Equipment	2007 Chev G3500 Extended Van Used	19,625.00	(19,625.00)	-	USD
2100161	5/12/2008	Mine Equipment	Truck - PU2950	33,397.83	(33,397.83)	-	USD
2100165	4/1/2008	Mine Equipment	Used Yale Forklift	13,854.20	(13,854.20)	-	USD
2100166	7/2/2008	Mine Equipment	Truck - 12' Omaha Standard Heavy Duty Flatbed for	4,113.08	(4,113.08)	-	USD
2100167	7/24/2008	Mine Equipment	Truck - 2005 Ford F150 (Used) Foreman's Truck	13,794.50	(13,794.50)	-	USD
2100169	7/30/2008	Mine Equipment	Truck - 2005 Ford F250 Pumper (Used)	8,770.00	(8,770.00)	-	USD
2100170	9/26/2008	Mine Equipment	Truck - 2004 Ford F-750 Boom with 17-18 Ton Crane	65,000.00	(65,000.00)	-	USD
2100181	9/16/2008	Mine Equipment	S9-55875 Godwin Light Tower Elect Winch	8,400.00	(8,400.00)	-	USD
2100182	9/22/2008	Mine Equipment	S9-55879 Godwin Light Tower Elect Winch	8,400.00	(8,400.00)	-	USD
2100185	8/26/2008	Mine Equipment	CG555 Gas/Hyd Grout Plant	13,743.85	(13,743.85)	-	USD
2100186	7/1/2008	Mine Equipment	Drag Line #377 Construction Costs	6,378,638.99	(6,074,325.91)	304,313.08	USD
2100187	5/12/2008	Mine Equipment	6" CD150M Pump	34,615.00	(34,615.00)	-	USD
2100188	5/12/2008	Mine Equipment	6" CD150M Pump	34,615.00	(34,615.00)	-	USD
2100189	6/23/2008	Mine Equipment	4" CD103M Pump	32,186.90	(32,186.90)	-	USD
2100190	6/23/2008	Mine Equipment	6" CD150M Pump	36,691.90	(36,691.90)	-	USD
2100191	10/1/2008	Mine Equipment	Welder Big Blue 400D CC/CV Deluxe mounted on F750	11,775.54	(11,775.54)	-	USD
2100193	10/16/2008	Mine Equipment	Big Blue Air Pak CC/CV Deluxe	23,288.20	(23,288.20)	-	USD
2100194	10/11/2008	Mine Equipment	Duster - DH169	32,881.93	(30,649.25)	2,232.68	USD
2100195	11/1/2008	Mine Equipment	Duster - DH169	33,394.56	(30,913.86)	2,480.70	USD

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Asset	Cap.date	Asset Category	Asset description	Acquis.val.	Accum.dep.	Book val.	Crcy
2100197	11/27/2008	Mine Equipment	Genie GS2646 Electric Scissor Lift	8,781.84	(8,145.07)	636.77	USD
2100198	11/26/2008	Mine Equipment	Cat Genie Boom Lift Diesel Model S85	61,378.41	(56,927.84)	4,450.57	USD
2100203	12/29/2008	Mine Equipment	6" CD150M Pump	34,323.19	(34,323.19)	-	USD
2100204	12/30/2008	Mine Equipment	KF6 Hammer with blunt point - component of S4-2554	19,181.92	(19,181.92)	-	USD
2100211	1/16/2009	Mine Equipment	Truck - 2005 Kenworth T300 Service Truck	66,839.01	(66,839.01)	-	USD
2100212	1/23/2009	Mine Equipment	1000KVA, 3 Phase, Padmount	17,130.62	(17,130.62)	-	USD
2100213	1/8/2009	Mine Equipment	2 - 480V 150HP Soft Starting Boxes	15,868.89	(14,453.53)	1,415.36	USD
2100214	1/9/2009	Mine Equipment	Rescue Chamber - 2 Fresh Air Bays	159,839.74	(146,227.88)	13,611.86	USD
2100215	1/26/2009	Mine Equipment	48" Single Chain Drive with Boom	88,299.83	(80,424.28)	7,875.55	USD
2100216	1/26/2009	Mine Equipment	48" x 26' Hydraulic Take-Up	26,030.08	(23,708.43)	2,321.65	USD
2100217	1/26/2009	Mine Equipment	10hp Power Pack	7,723.21	(7,034.37)	688.84	USD
2100218	1/26/2009	Mine Equipment	48" x 25" x 12' Impact Tailpiece	16,436.58	(14,970.58)	1,466.00	USD
2100219	4/1/2009	Mine Equipment	Feeder - Joy/Stamler Model B-17B-54-105C	406,000.47	(363,592.65)	42,407.82	USD
2100220	4/1/2009	Mine Equipment	ST-1000 Dual 30HP VFD Pump	40,845.09	(36,578.71)	4,266.38	USD
2100222	2/15/2009	Mine Equipment	Magnets	59,298.30	(53,869.69)	5,428.61	USD
2100223	3/27/2009	Mine Equipment	Scoop - Fairchild 35C-WHL Workhorse	282,840.69	(255,128.41)	27,712.28	USD
2100224	4/30/2009	Mine Equipment	Controller, Belt Drive	51,661.62	(46,265.43)	5,396.19	USD
2100225	4/30/2009	Mine Equipment	Feeder - Stamler Model BF17	408,034.89	(365,414.57)	42,620.32	USD
2100226	4/30/2009	Mine Equipment	Duster, Flinger	13,334.05	(13,334.05)	-	USD
2100227	4/30/2009	Mine Equipment	Pump Scud 30HP VFD	44,225.05	(44,225.05)	-	USD
2100228	3/26/2009	Mine Equipment	FT10" SDR 17x52.5 Polypipe	67,618.93	(60,993.74)	6,625.19	USD
2100229	5/31/2009	Mine Equipment	Cat Genie GS2646 Electric Scissors Lift	9,772.88	(9,772.88)	-	USD
2100230	4/30/2009	Mine Equipment	Scoop - Fairchild Model 35C-WHL	281,891.34	(252,447.04)	29,444.30	USD
2100231	4/30/2009	Mine Equipment	Scoop - Fairchild Model 35C-WHL	281,891.34	(252,447.04)	29,444.30	USD
2100232	4/30/2009	Mine Equipment	Scoop - Fairchild Model 35C-WHL	281,891.34	(252,447.04)	29,444.30	USD
2100233	4/30/2009	Mine Equipment	Roof Bolter - PB001	330,675.96	(330,675.96)	-	USD
2100234	4/30/2009	Mine Equipment	Roof Bolter - PB002	297,730.38	(266,631.65)	31,098.73	USD
2100235	4/30/2009	Mine Equipment	Roof Bolter - PB014	301,098.97	(269,648.38)	31,450.59	USD
2100236	4/30/2009	Mine Equipment	Roof Bolter - PB004	301,098.97	(269,648.38)	31,450.59	USD
2100237	4/30/2009	Mine Equipment	Roof Bolter - PB003	334,996.75	(334,996.75)	-	USD
2100238	4/30/2009	Mine Equipment	Tractor - LT001	91,967.25	(91,967.25)	-	USD
2100239	4/30/2009	Mine Equipment	Power Center - 500 KVA	58,228.22	(58,228.22)	-	USD
2100241	4/30/2009	Mine Equipment	Genie 65' Boom Manlift	34,611.97	(34,611.97)	-	USD
2100242	4/30/2009	Mine Equipment	Fan - Ventilation	538,040.14	(538,040.14)	-	USD
2100243	4/30/2009	Mine Equipment	Controller, Belt Drive 200HP	75,003.97	(75,003.97)	-	USD
2100244	4/30/2009	Mine Equipment	Controller, Belt Drive 150 HP	75,003.97	(75,003.97)	-	USD
2100245	5/1/2009	Mine Equipment	48" Impact Tail Piece	16,446.46	(14,540.54)	1,905.92	USD
2100246	5/2/2009	Mine Equipment	Drive Assembly 48SDC200 with 10 HP Power Pack 460V	100,114.53	(88,512.62)	11,601.91	USD
2100247	5/4/2009	Mine Equipment	Take-Up RH Assembly 48 x 26	26,765.59	(23,663.82)	3,101.77	USD
2100248	5/12/2009	Mine Equipment	Labor to Fuse Polypipe	17,462.61	(15,524.77)	1,937.84	USD
2100249	5/18/2009	Mine Equipment	Duster - DH171	32,776.66	(29,139.41)	3,637.25	USD
2100250	5/26/2009	Mine Equipment	Battery Watering Kit	37,963.72	(33,750.86)	4,212.86	USD
2100251	5/18/2009	Mine Equipment	Generator - CAT 1750KW Model XQ1750	121,452.45	(107,974.80)	13,477.65	USD
2100252	5/31/2009	Mine Equipment	48" Belt Drive Group	79,203.30	(79,203.30)	-	USD
2100253	5/31/2009	Mine Equipment	Coal Hauler - RM005	506,443.76	(450,243.36)	56,200.40	USD
2100254	5/31/2009	Mine Equipment	48" 200HP Belt Drive	81,451.56	(72,412.83)	9,038.73	USD
2100255	5/31/2009	Mine Equipment	Transporter - PC001	50,409.21	(50,409.21)	-	USD
2100256	5/31/2009	Mine Equipment	Transporter - Damascus 4-Man Mac 3-DI	40,449.58	(40,449.58)	-	USD
2100257	5/31/2009	Mine Equipment	Transporter - PC003	50,409.19	(50,409.19)	-	USD
2100258	5/31/2009	Mine Equipment	Transporter - PC005	50,409.19	(50,409.19)	-	USD
2100259	5/31/2009	Mine Equipment	Transporter - SN116	40,674.99	(40,674.99)	-	USD
2100260	5/31/2009	Mine Equipment	Transporter - Damascus 2-Man Mac 2D	40,674.99	(40,674.99)	-	USD
2100261	5/31/2009	Mine Equipment	Transporter - Damascus 2-Man MAC-XP	33,676.27	(33,676.27)	-	USD
2100262	5/22/2009	Mine Equipment	Hydra Linear Actuator	11,633.69	(10,342.69)	1,291.00	USD
2100263	5/22/2009	Mine Equipment	Hydra Linear Actuator	11,633.69	(10,342.69)	1,291.00	USD
2100264	5/31/2007	Mine Equipment	2003 Water/Sewer Drainage System	17,897.41	(17,897.41)	-	USD
2100265	5/31/2007	Mine Equipment	2003 Water Line	15,400.19	(15,400.19)	-	USD
2100266	5/31/2007	Mine Equipment	2006 1750 KVA Power Center	74,437.21	(74,437.21)	-	USD
2100267	5/31/2007	Mine Equipment	5000 KVA Substation	12,688.16	(12,688.16)	-	USD
2100269	5/31/2007	Mine Equipment	Unit Forklift	11,939.85	(11,939.85)	-	USD
2100272	5/31/2007	Mine Equipment	Transporter - GC142	10,812.96	(10,812.96)	-	USD
2100273	5/31/2007	Mine Equipment	Transporter - 2003 AL Lee Permissible Ride	10,220.27	(10,220.27)	-	USD
2100274	5/31/2007	Mine Equipment	Transporter - PC030	24,806.24	(24,806.24)	-	USD
2100275	5/31/2007	Mine Equipment	Transporter - PC031	24,806.24	(24,806.24)	-	USD
2100276	5/31/2007	Mine Equipment	Transporter - 2 - 2004 Damascus Lil Mac R	13,573.80	(13,573.80)	-	USD
2100277	5/31/2007	Mine Equipment	Transporter - 2006 Wallace Mantrip - 14 Man	37,209.36	(37,209.36)	-	USD
2100278	5/31/2007	Mine Equipment	Transporter - PC015	30,740.66	(30,740.66)	-	USD

Armstrong Energy, Inc.
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Asset	Cap.date	Asset Category	Asset description	Acquis.val.	Accum.dep.	Book val.	Crcy
2100279	5/31/2007	Mine Equipment	Transporter - 2006 Permissible Ride MAC3	17,885.48	(17,885.48)	-	USD
2100280	5/31/2007	Mine Equipment	Battery Hauler - BH002	85,514.94	(85,514.94)	-	USD
2100281	5/31/2007	Mine Equipment	1999 Long Airdox Jeep	10,335.94	(10,335.94)	-	USD
2100282	5/31/2007	Mine Equipment	Dust Hauler - DH001	31,938.34	(31,938.34)	-	USD
2100283	5/31/2007	Mine Equipment	42" Low Seam Tail PIECE	7,950.72	(7,950.72)	-	USD
2100284	5/31/2007	Mine Equipment	Scoop - SC503	44,713.68	(44,713.68)	-	USD
2100285	5/31/2007	Mine Equipment	Scoop - Simmons Rand 488	44,524.00	(44,524.00)	-	USD
2100286	4/15/2008	Mine Equipment	Roof Bolter - PB013	87,450.42	(85,645.93)	1,804.49	USD
2100287	5/31/2007	Mine Equipment	Duster - DH482	20,301.06	(20,301.06)	-	USD
2100288	5/31/2007	Mine Equipment	Fan - Ventilation Fan	10,150.53	(10,150.53)	-	USD
2100289	5/31/2007	Mine Equipment	Grunfos Fresh Water Pump	6,767.02	(6,767.02)	-	USD
2100290	5/31/2007	Mine Equipment	Slope Belt	294,365.33	(294,365.33)	-	USD
2100291	5/31/2007	Mine Equipment	1999 48" Long Airdox Belt D	20,301.06	(20,301.06)	-	USD
2100292	5/31/2007	Mine Equipment	1999 42" Belt Drive	16,240.85	(16,240.85)	-	USD
2100293	5/31/2007	Mine Equipment	1999 48" Belt Drive	20,301.06	(20,301.06)	-	USD
2100294	5/31/2007	Mine Equipment	1999 100 HP 42" Belt Drive	16,917.55	(16,917.55)	-	USD
2100295	5/31/2007	Mine Equipment	2004 48" Belt Drive Group AMS	213,161.10	(213,161.10)	-	USD
2100296	5/31/2007	Mine Equipment	1 - 150-Feet x 48-Inch Radial Stacking Conveyor	57,489.04	(57,489.04)	-	USD
2100297	5/31/2007	Mine Equipment	High Voltage Cable	85,061.43	(85,061.43)	-	USD
2100298	5/31/2007	Mine Equipment	Equipment Cables	7,481.85	(7,481.85)	-	USD
2100299	5/31/2007	Mine Equipment	Safety - SCSREs	7,837.81	(7,837.81)	-	USD
2100300	5/31/2007	Mine Equipment	Fire Brigade/Mine Resc	32,968.92	(32,968.92)	-	USD
2100301	5/31/2007	Mine Equipment	Mine Rescue Equipment	18,839.38	(18,839.38)	-	USD
2100302	5/31/2007	Mine Equipment	Telephone System	11,402.60	(11,402.60)	-	USD
2100303	5/31/2007	Mine Equipment	Conveyor Belt-48"	244,246.00	(244,246.00)	-	USD
2100304	5/31/2007	Mine Equipment	Conveyor Structure-48"	212,494.03	(212,494.03)	-	USD
2100305	12/31/2008	Mine Equipment	1 - 30-Inch x 84-Inch McLanahan HDDR Crusher	12,553.24	(11,540.10)	1,013.14	USD
2100306	4/15/2008	Mine Equipment	2004 Truck Wash	30,914.57	(30,914.57)	-	USD
2100307	4/15/2008	Mine Equipment	Grader - 1981 CAT 16G	44,311.52	(42,929.11)	1,382.41	USD
2100308	4/15/2008	Mine Equipment	Watertruck - Volvo A35 6x6 Articulated	115,532.82	(114,058.10)	1,474.72	USD
2100309	4/15/2008	Mine Equipment	1997 Genie Z45	13,261.29	(12,869.71)	391.58	USD
2100310	4/15/2008	Mine Equipment	1999 270 Supply Jeep	9,973.17	(9,662.03)	311.14	USD
2100311	4/15/2008	Mine Equipment	Continuous Miner - JM4861/MN010	138,781.04	(134,683.11)	4,097.93	USD
2100312	4/15/2008	Mine Equipment	1997 JOY 14 CM15 Continuous Miner	138,781.04	(134,683.11)	4,097.93	USD
2100313	4/15/2008	Mine Equipment	1999 JOY 14 CM15 Continuous Miner	138,781.04	(134,683.11)	4,097.93	USD
2100314	4/15/2008	Mine Equipment	Miner - MN007	971,467.26	(942,781.74)	28,685.52	USD
2100315	4/15/2008	Mine Equipment	Shuttle Car - 2001 Stamler BH10 Coal Haul (Used fr	79,413.60	(77,068.67)	2,344.93	USD
2100316	4/15/2008	Mine Equipment	Shuttle Car - 2001 Stamler BH10 Coal Haul (Used fr	79,413.60	(77,068.67)	2,344.93	USD
2100317	4/15/2008	Mine Equipment	Coal Hauler - RM018	79,413.60	(77,068.67)	2,344.93	USD
2100318	4/15/2008	Mine Equipment	Coal Hauler - RM014	79,413.60	(77,068.67)	2,344.93	USD
2100319	4/15/2008	Mine Equipment	Coal Hauler - RM016	119,120.41	(115,603.02)	3,517.39	USD
2100320	4/15/2008	Mine Equipment	Coal Hauler - RM009	119,120.41	(115,603.02)	3,517.39	USD
2100321	4/15/2008	Mine Equipment	Coal Hauler - RM019	119,120.41	(115,603.02)	3,517.39	USD
2100322	4/15/2008	Mine Equipment	Feeder - 2002 Stamler (Rebuilt)	92,059.94	(89,187.89)	2,872.05	USD
2100323	4/15/2008	Mine Equipment	Scoop - Long Airdox LAR602 (Used)	50,115.37	(48,635.56)	1,479.81	USD
2100324	4/15/2008	Mine Equipment	Scoop - Simmons Rand	43,176.32	(41,901.41)	1,274.91	USD
2100325	4/15/2008	Mine Equipment	Scoop - Simmons Rand	86,352.66	(83,802.84)	2,549.82	USD
2100326	4/15/2008	Mine Equipment	Roof Bolter - 1986 Fletcher	31,128.29	(31,128.29)	-	USD
2100327	4/15/2008	Mine Equipment	Roof Bolter - PB015	31,128.29	(31,128.29)	-	USD
2100328	4/15/2008	Mine Equipment	Roof Bolter - 1995 Metalcraft	27,491.01	(27,491.01)	-	USD
2100329	4/15/2008	Mine Equipment	Roof Bolter - PB009	31,128.29	(31,128.29)	-	USD
2100330	4/15/2008	Mine Equipment	Coal Hauler - RM015	119,120.41	(115,603.02)	3,517.39	USD
2100331	5/31/2007	Mine Equipment	Dust Hauler - DH001	31,938.34	(31,938.34)	-	USD
2100335	6/18/2009	Mine Equipment	Labor to Install Pipe Polypipe Fittings	18,794.00	(16,585.09)	2,208.91	USD
2100336	6/18/2009	Mine Equipment	Broom - SS WA250 0921002	16,227.11	(14,319.90)	1,907.21	USD
2100337	6/9/2009	Mine Equipment	Boom Lift - 2001 Genie S85 4x4 Lift	22,738.86	(22,330.58)	408.28	USD
2100338	6/30/2009	Mine Equipment	TRUCK - DT0026	40,406.89	(35,640.67)	4,766.22	USD
2100340	6/8/2009	Mine Equipment	19HP Submersible Pump	11,510.27	(11,510.27)	-	USD
2100343	6/30/2009	Mine Equipment	30'x46' Building	14,650.25	(12,928.37)	1,721.88	USD
2100344	6/30/2009	Mine Equipment	Bucyrus 48" Belt Drive	76,488.83	(67,498.88)	8,989.95	USD
2100345	6/30/2009	Mine Equipment	Bucyrus 48" Tail Piece	15,489.21	(13,668.72)	1,820.49	USD
2100346	6/30/2009	Mine Equipment	160 HP Submersible Pump	34,807.20	(30,716.21)	4,090.99	USD
2100347	6/30/2009	Mine Equipment	Fan Circuit	12,076.00	(10,656.67)	1,419.33	USD
2100357	6/15/2009	Mine Equipment	Fresh Air Bays - 2-M2630 Units w/O2 Cylinders (fro	159,484.87	(140,740.16)	18,744.71	USD
2100358	7/8/2009	Mine Equipment	Graco Grease System	9,916.87	(9,916.87)	-	USD
2100359	7/17/2009	Mine Equipment	Engine - Diesel 895hp - Trash Pump, Skid Mount	23,224.10	(23,224.10)	-	USD
2100360	7/7/2009	Mine Equipment	Truck - 2003 International 5600 Fuel Truck	118,510.01	(118,510.01)	-	USD

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2100361	7/7/2009	Mine Equipment	Truck - 2003 International 5600 Fuel Truck	118,510.01	(118,510.01)	-	USD
2100362	7/15/2009	Mine Equipment	Transporter - PC007	49,971.33	(49,971.33)	-	USD
2100363	7/1/2009	Mine Equipment	Combo Drive Assy 150HP 460-72" C/C	85,683.49	(85,683.49)	-	USD
2100364	7/1/2009	Mine Equipment	Tail Piece, Impact-48	17,353.74	(17,353.74)	-	USD
2100365	7/10/2009	Mine Equipment	Pump Float & Gangway	24,157.32	(24,157.32)	-	USD
2100366	7/29/2009	Mine Equipment	Generac 60KW Gen Set	18,163.80	(18,163.80)	-	USD
2100367	7/1/2009	Mine Equipment	Mike Dover Add'l Work-Parkway Prep	44,770.76	(38,396.21)	6,374.55	USD
2100369	8/1/2009	Mine Equipment	Graco High Flow Grease Pump with Assembly	9,873.42	(9,873.42)	-	USD
2100370	8/5/2009	Mine Equipment	Air Lock Door Installation	31,609.07	(31,609.07)	-	USD
2100372	8/19/2009	Mine Equipment	Flinger Duster TDT-88-35C-LS	13,103.40	(13,103.40)	-	USD
2100373	8/31/2009	Mine Equipment	48AFSD 200HP Drive and 48" Tail Piece	106,311.86	(106,311.86)	-	USD
2100374	8/19/2009	Mine Equipment	Barge Pump Engine - QSB4.5-P Cummins Diesel Power	16,170.44	(16,170.44)	-	USD
2100375	8/13/2009	Mine Equipment	42" Belt	31,591.10	(27,284.41)	4,306.69	USD
2100376	8/13/2009	Mine Equipment	42" Belt	29,370.43	(25,529.03)	3,841.40	USD
2100377	9/15/2009	Mine Equipment	Battery Hauler - Conversion from Coal Hauler	44,214.27	(38,135.28)	6,078.99	USD
2100378	3/31/2010	Mine Equipment	Substation Modification	25,188.10	(25,188.10)	-	USD
2100379	9/14/2009	Mine Equipment	Millmax 6x4-16 Bare Shaft Pump	20,962.89	(20,962.89)	-	USD
2100380	9/14/2009	Mine Equipment	Millmax 6x4-16 Bare Shaft Pump	20,962.89	(20,962.89)	-	USD
2100381	3/31/2010	Mine Equipment	Rotary Coal Breaker - Heavy Duty - HDRCB 1227001	837,433.42	(687,819.10)	149,614.32	USD
2100382	9/14/2009	Mine Equipment	Sampling System - 2 Stage 42" Model 179	162,985.80	(140,577.01)	22,408.79	USD
2100383	9/30/2009	Mine Equipment	Crusher - Portable Plant w/ CAT Electric Set	254,796.72	(254,796.72)	-	USD
2100384	10/30/2009	Mine Equipment	Generator: JD 30KW	10,894.21	(10,894.21)	-	USD
2100385	10/30/2009	Mine Equipment	Generator: JD 30KW	10,894.22	(10,894.22)	-	USD
2100386	10/31/2009	Mine Equipment	Belt Filter Press- Phoenix WX-3.0G (6 Roll)	161,316.09	(161,316.09)	-	USD
2100387	12/31/2009	Mine Equipment	Tractor - Getman LRD 224 Tow Tractor	273,757.80	(273,757.80)	-	USD
2100388	12/31/2009	Mine Equipment	Crane - DeShazo Series 45 w/ Acco Hoist	30,036.43	(30,036.43)	-	USD
2100390	3/1/2010	Mine Equipment	Truck - 2006 Ford F-350 4x4 - Electricians Truck	17,603.75	(17,603.75)	-	USD
2100391	2/2/2010	Mine Equipment	Belt Filter Presses - Chemical Mixing Equipment	59,746.40	(59,746.40)	-	USD
2100392	2/24/2010	Mine Equipment	Transporter - GC025	9,664.71	(9,664.71)	-	USD
2100393	2/28/2010	Mine Equipment	Belt Filter Presses- Phoenix WX-3.0G (6 Roll) - In	650,316.82	(650,316.82)	-	USD
2100394	10/31/2009	Mine Equipment	Belt Filter Press - Phoenix WX-3.0G (6 Roll)	161,316.09	(161,316.09)	-	USD
2100395	3/15/2010	Mine Equipment	Truck - 2006 Ford F-250 4x4 Pickup	16,551.95	(16,551.95)	-	USD
2100396	3/15/2010	Mine Equipment	Truck - 2006 Ford F-350 4x4 Pump Truck	17,142.38	(17,142.38)	-	USD
2100397	3/15/2010	Mine Equipment	Truck - 2006 Ford F-350 4x4 Pump Truck	17,142.38	(17,142.38)	-	USD
2100398	3/15/2010	Mine Equipment	Truck - 2006 Ford F-350 4x4 Electrician's Truck	17,142.38	(17,142.38)	-	USD
2100399	3/15/2010	Mine Equipment	Truck - 2006 Ford F-150 2WD Pickup	9,220.80	(9,220.80)	-	USD
2100400	9/8/2010	Mine Equipment	Truck - 2006 Peterbilt 335 Mechanics Truck	76,587.32	(76,587.32)	-	USD
2100402	4/20/2010	Mine Equipment	Tank - Rock Dust - re-worked	32,112.36	(32,112.36)	-	USD
2100403	4/8/2010	Mine Equipment	Tractor - Mini-Trac Articulated	87,518.00	(87,518.00)	-	USD
2100404	8/23/2010	Mine Equipment	Van - 2010 Ford E350 4x4	39,751.86	(39,751.86)	-	USD
2100405	8/23/2010	Mine Equipment	Van - 2010 Ford E350 4x4	39,751.86	(39,751.86)	-	USD
2100406	4/16/2010	Mine Equipment	Pump - Gorman-Rupp Diesel Pump w/ wheels	18,861.79	(18,861.79)	-	USD
2100407	4/2/2010	Mine Equipment	Belt Filter Presses- Groves Const. Electrical Desi	434,110.65	(434,110.65)	-	USD
2100408	5/25/2010	Mine Equipment	Transporter - PC008	57,167.62	(57,167.62)	-	USD
2100410	5/31/2009	Mine Equipment	Coal Hauler - RM001	506,443.74	(450,243.36)	56,200.38	USD
2100410	9/1/2014	Mine Equipment	Coal Hauler - RM001	178,149.50	(119,762.04)	58,387.46	USD
2100411	5/31/2009	Mine Equipment	Coal Hauler - RM002	506,443.74	(450,243.36)	56,200.38	USD
2100411	11/1/2014	Mine Equipment	Coal Hauler - RM002	174,710.04	(109,656.20)	65,053.84	USD
2100412	5/31/2009	Mine Equipment	Coal Hauler - RM008	506,443.74	(450,243.36)	56,200.38	USD
2100413	5/31/2009	Mine Equipment	Coal Hauler - RM004	506,443.74	(450,243.36)	56,200.38	USD
2100414	5/31/2009	Mine Equipment	Coal Hauler - RM003	506,443.74	(450,243.36)	56,200.38	USD
2100415	5/31/2009	Mine Equipment	Coal Hauler - RM007	506,443.74	(450,243.36)	56,200.38	USD
2100416	5/31/2009	Mine Equipment	Coal Hauler - RM006	506,443.74	(450,243.36)	56,200.38	USD
2100417	6/15/2010	Mine Equipment	Supply Trailers - 5 Brewer Inc.	31,545.92	(31,545.92)	-	USD
2100418	6/14/2010	Mine Equipment	Scoop - SC003	323,499.53	(323,499.53)	-	USD
2100420	7/19/2010	Mine Equipment	Refuse Bin Air Cannons & Installation	50,127.20	(50,127.20)	-	USD
2100422	8/11/2010	Mine Equipment	Belt Scale	9,785.15	(9,785.15)	-	USD
2100423	9/3/2010	Mine Equipment	Scoop - SC069	320,307.58	(320,307.58)	-	USD
2100425	9/23/2010	Mine Equipment	Truck - 2008 Kenworth T300 Welding Service Truck	87,370.72	(87,370.72)	-	USD
2100426	9/24/2010	Mine Equipment	Rescue Chamber - Inflatable 30 Man Tent w/Chambers	78,814.09	(61,349.51)	17,464.58	USD
2100426	5/15/2013	Mine Equipment	Rescue Chamber - Inflatable 30 Man Tent w/Chambers	42,550.28	(21,884.99)	20,665.29	USD
2100427	9/3/2010	Mine Equipment	Light Tower - 2-Magnum MLT 3060M	16,094.00	(16,094.00)	-	USD
2100428	9/1/2010	Mine Equipment	Monitor - Dragline #377	39,054.39	(39,054.39)	-	USD
2100429	9/30/2010	Mine Equipment	Drag Line - 1969 Model 752 Page SN# 337 - Construc	7,350,647.06	(7,174,657.60)	175,989.46	USD
2100430	9/30/2010	Mine Equipment	Drag Line - 1970 Model 752 Page SN# 347 - Construc	8,199,576.41	(8,003,271.68)	196,304.73	USD
2100431	9/30/2010	Mine Equipment	Switch - 2 Way Vacuum Circuit Knife 13.8KV 600AMP	37,321.20	(37,321.20)	-	USD
2100432	10/1/2010	Mine Equipment	Pump - Gorman-Rupp 6" Trash Pump	22,765.54	(22,765.54)	-	USD

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2100433	9/27/2010	Mine Equipment	Pump - Gorman-Rupp 6" Trash Pump	22,495.13	(22,495.13)	-	USD
2100434	10/31/2010	Mine Equipment	Pump - Gorman-Rupp 6" Trash Pump	21,572.20	(21,572.20)	-	USD
2100435	8/23/2010	Mine Equipment	Truck - 2001 International Lopro Boom Truck	28,866.66	(28,866.66)	-	USD
2100436	10/31/2010	Mine Equipment	Welder - Vantage 500 Deutz	15,387.92	(15,387.92)	-	USD
2100437	11/30/2010	Mine Equipment	Scale Belt, Board and Weights	12,966.69	(12,966.69)	-	USD
2100438	10/4/2010	Mine Equipment	Belt Filter Presses - Phoenix WX-3.0G (6 Roll) inc	405,994.19	(405,994.19)	-	USD
2100439	11/30/2010	Mine Equipment	Scoop - SC103	159,949.00	(121,116.10)	38,832.90	USD
2100440	10/31/2010	Mine Equipment	Motor Guards - for EX1900BE Excavator	42,466.68	(42,466.68)	-	USD
2100442	11/30/2010	Mine Equipment	Light Tower - 3- 2010 Magnum MLT 3060M	21,597.18	(21,597.18)	-	USD
2100443	11/30/2010	Mine Equipment	Light Tower - 1- 2010 Magnum MLT 3060M	7,263.93	(7,263.93)	-	USD
2100444	11/30/2010	Mine Equipment	Light Tower - 1- 2010 Magnum MLT 3060M	7,199.07	(7,199.07)	-	USD
2100445	11/30/2010	Mine Equipment	Permit - Maddox Cemetery 892-0114	3,432.82	(3,432.82)	-	USD
2100446	11/30/2010	Mine Equipment	Permit - Lewis Creek UG 892-5009-NW	11,243.77	(11,243.77)	-	USD
2100447	6/1/2011	Mine Equipment	Permit - Lewis Creek Surface 892-0111-NW	41,854.99	(41,854.99)	-	USD
2100448	11/30/2010	Mine Equipment	Permit - Equality Mine 892-0110	10,091.58	(10,091.58)	-	USD
2100450	11/15/2010	Mine Equipment	Continuous Miner - MN024	424,578.59	(321,143.88)	103,434.71	USD
2100452	11/15/2010	Mine Equipment	Roof Bolter - PB022	322,076.19	(245,754.83)	76,321.36	USD
2100453	11/1/2010	Mine Equipment	Equality Coal Loadout	6,168,921.39	(3,379,906.55)	2,789,014.84	USD
2100454	12/1/2010	Mine Equipment	Boom Lift - Genie S85	52,685.17	(39,821.18)	12,863.99	USD
2100455	12/14/2010	Mine Equipment	Pump - 6" Diesel Pump w/trailer	52,702.89	(52,247.73)	455.16	USD
2100456	12/14/2010	Mine Equipment	Pump - 6" Diesel Pump w/trailer	52,702.89	(52,247.73)	455.16	USD
2100458	12/8/2010	Mine Equipment	Pump - Gator 110HP De-watering Pump	24,909.28	(24,694.16)	215.12	USD
2100459	12/8/2010	Mine Equipment	Pump - Gator 110HP De-watering Pump	23,640.43	(23,436.27)	204.16	USD
2100461	12/15/2010	Mine Equipment	Pump - 30HP Dual Booster Scud Pump	76,489.28	(75,717.24)	772.04	USD
2100462	12/4/2010	Mine Equipment	Light Tower - 2010 Magnum MLT 3060M	7,165.14	(7,103.26)	61.88	USD
2100463	11/30/2011	Mine Equipment	Permit - Hickory Ridge Surface	8,060.16	(8,060.16)	-	USD
2100464	11/30/2011	Mine Equipment	Permit - Kronos Underground	55,371.78	(55,371.78)	-	USD
2100465	11/30/2011	Mine Equipment	Permit - Maddox Cemetery 892-0114	13,305.84	(13,305.84)	-	USD
2100466	1/31/2011	Mine Equipment	Sweep Sampler	19,777.56	(19,434.33)	343.23	USD
2100468	3/3/2011	Mine Equipment	Pump - 6" Diesel Pump w/trailer	19,819.18	(19,453.51)	365.67	USD
2100469	3/1/2011	Mine Equipment	Cable - Dragline 10,500'	169,724.06	(166,592.57)	3,131.49	USD
2100470	11/30/2011	Mine Equipment	Permit - Lewis Creek UG	19,645.12	(19,645.12)	-	USD
2100472	4/14/2011	Mine Equipment	Truck - 2006 Ford F-350 Electrician's Truck	16,904.27	(16,583.02)	321.25	USD
2100473	4/15/2011	Mine Equipment	Powerbase - 200HP for Header s/n 352872	44,944.25	(42,966.04)	1,978.21	USD
2100474	4/19/2011	Mine Equipment	Coal Hauler - RM011	593,489.56	(430,833.55)	162,656.01	USD
2100475	4/29/2011	Mine Equipment	Tractor - LT003	83,666.94	(79,983.71)	3,683.23	USD
2100476	4/29/2011	Mine Equipment	Tractor - LT003	83,666.94	(79,983.71)	3,683.23	USD
2100477	4/21/2011	Mine Equipment	Generator - CAT 1750KW	270,801.14	(258,881.90)	11,919.24	USD
2100479	9/30/2009	Mine Equipment	Welder - Lincoln Model K2711	10,663.17	(10,663.17)	-	USD
2100480	5/1/2011	Mine Equipment	Van - 2010 Ford E350 4x4	39,928.84	(37,809.67)	2,119.17	USD
2100481	5/26/2011	Mine Equipment	Light Tower - 2011 Magnum MLT 3060M	8,268.82	(7,829.97)	438.85	USD
2100482	5/26/2011	Mine Equipment	Light Tower - 2011 Magnum MLT 3060M	8,268.82	(7,829.97)	438.85	USD
2100483	5/25/2011	Mine Equipment	Transporter - SN494	9,319.17	(8,824.57)	494.60	USD
2100484	5/25/2011	Mine Equipment	Transporter - SN495	9,319.17	(8,824.57)	494.60	USD
2100485	5/1/2011	Mine Equipment	Fuel Tracking System - Midway	37,002.13	(37,002.13)	-	USD
2100486	5/20/2011	Mine Equipment	Coal Hauler - RM010	591,315.06	(424,691.82)	166,623.24	USD
2100487	5/25/2011	Mine Equipment	Coal Hauler - RM012	591,315.06	(424,691.82)	166,623.24	USD
2100488	5/25/2011	Mine Equipment	Coal Hauler - RM013	591,315.06	(424,691.82)	166,623.24	USD
2100489	5/5/2011	Mine Equipment	Scoop - 2011 Fairchild 35-C-WHLPR	269,481.49	(193,575.53)	75,905.96	USD
2100490	6/30/2011	Mine Equipment	Pump - Godwin 6" Pump	28,107.81	(26,358.91)	1,748.90	USD
2100491	6/30/2011	Mine Equipment	Pump - Godwin 6" Pump	28,107.81	(26,358.91)	1,748.90	USD
2100492	6/30/2011	Mine Equipment	Drag Line - Bucyrus-Erie Model 770B - Construction	6,048,662.30	(4,374,544.93)	1,674,117.37	USD
2100493	6/30/2011	Mine Equipment	Switch - 3 Way Vacuum Circuit Knife 13.8KV 600AMP	49,113.16	(46,057.29)	3,055.87	USD
2100494	6/30/2011	Mine Equipment	Switch - 2 Way Vacuum Switch 600AMP	27,344.27	(25,642.88)	1,701.39	USD
2100495	8/8/2011	Mine Equipment	Truck - 2002 Kenworth T-800 (salvaged from ins co)	5,669.47	(5,669.47)	-	USD
2100496	8/9/2011	Mine Equipment	Truck - 2001 Sterling 9500 Water Truck	43,070.46	(39,590.99)	3,479.47	USD
2100497	8/28/2011	Mine Equipment	Feeder - Stamler 2010 Model BF-17B-54-105C	388,316.29	(269,771.27)	118,545.02	USD
2100499	8/18/2011	Mine Equipment	Cable - Dragline S7-00480	63,683.53	(63,683.53)	-	USD
2100499	8/1/2013	Mine Equipment	Cable - Dragline S7-00480	482,661.67	(482,661.67)	-	USD
2100500	8/5/2011	Mine Equipment	Roof Bolter - PB012	382,455.85	(265,699.91)	116,755.94	USD
2100501	8/31/2011	Mine Equipment	Roof Bolter - PB011	382,455.85	(265,699.91)	116,755.94	USD
2100502	8/5/2011	Mine Equipment	Fan - Ventilation 968HUA	1,181,362.37	(1,083,382.13)	97,980.24	USD
2100502	4/30/2012	Mine Equipment	Fan - Ventilation 968HUA	2,151.28	(1,833.68)	317.60	USD
2100503	8/5/2011	Mine Equipment	Transporter - 2011 Damascus MAC-10D	57,090.92	(52,460.59)	4,630.33	USD
2100504	8/5/2011	Mine Equipment	Transporter - 2011 Damascus MAC-10D	57,717.71	(53,054.95)	4,662.76	USD
2100505	8/5/2011	Mine Equipment	Transporter - 2011 Damascus LMA4-DC-48	9,734.63	(8,948.21)	786.42	USD
2100506	8/5/2011	Mine Equipment	Transporter - 2011 Damascus LMA4-DC-48	9,734.63	(8,948.21)	786.42	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Fixed Asset Equipment List
Book Value as of 10/31/2017

Asset	Cap.date	Asset Category	Asset description	Acquis.val.	Accum.dep.	Book val.	Crcy
2100508	8/5/2011	Mine Equipment	Fuel Containment System	32,488.97	(31,798.25)	690.72	USD
2100509	9/15/2011	Mine Equipment	Scoop - 2011 Fairchild 35-C-WHLPR	267,078.06	(183,421.66)	83,656.40	USD
2100510	9/1/2011	Mine Equipment	Battery - Coal Haul	120,419.68	(82,700.83)	37,718.85	USD
2100511	9/1/2011	Mine Equipment	Hoist - Emerengcy Escape Hoist	276,324.58	(251,398.53)	24,926.05	USD
2100512	9/1/2011	Mine Equipment	Belt - 60" Slope	363,599.86	(330,801.09)	32,798.77	USD
2100512	4/30/2012	Mine Equipment	Belt - 60" Slope	94,429.08	(80,488.00)	13,941.08	USD
2100513	9/1/2011	Mine Equipment	Power Center - 1800 KVA	128,851.63	(117,228.48)	11,623.15	USD
2100514	9/1/2011	Mine Equipment	Power Center - 750 KVA	61,233.46	(55,709.86)	5,523.60	USD
2100515	9/15/2011	Mine Equipment	Transporter - 2011 Damascus LMA4-DC-48	9,686.73	(8,812.94)	873.79	USD
2100516	9/15/2011	Mine Equipment	Transporter - 2011 Damascus LMA4-DC-48	9,686.73	(8,812.94)	873.79	USD
2100517	9/15/2011	Mine Equipment	Transporter - 2011 Damascus MAC-3D	43,006.69	(39,127.25)	3,879.44	USD
2100518	9/15/2011	Mine Equipment	Transporter - 2011 Damascus 2WD MAC-XP - Permissib	35,909.10	(32,669.90)	3,239.20	USD
2100519	9/30/2011	Mine Equipment	Switch - Double Vacuum VCB-2	44,764.44	(40,726.43)	4,038.01	USD
2100520	9/30/2011	Mine Equipment	Switch - Double Vacuum VCB-2	44,764.44	(40,726.43)	4,038.01	USD
2100524	10/31/2011	Mine Equipment	Substation Skid - 3750 KVA	186,316.38	(167,707.29)	18,609.09	USD
2100525	11/23/2011	Mine Equipment	Truck - 2008 Ford F-350 Super Duty Yard Truck	22,303.11	(19,864.76)	2,438.35	USD
2100526	11/16/2011	Mine Equipment	Coal Hauler - RM021	614,280.19	(411,994.65)	202,285.54	USD
2100527	11/18/2011	Mine Equipment	Coal Hauler - RM022	614,280.19	(411,994.65)	202,285.54	USD
2100528	9/22/2011	Mine Equipment	Transporter - 2011 Damascus MAC-10D	57,433.74	(52,252.90)	5,180.84	USD
2100529	8/8/2011	Mine Equipment	Transporter - Damascus 2-Man Mac 2D	41,819.54	(38,441.12)	3,378.42	USD
2100530	9/22/2011	Mine Equipment	Transporter - Damascus MAC-3D Ambulance	43,062.44	(39,177.96)	3,884.48	USD
2100531	11/1/2011	Mine Equipment	Power Center - 1750 KVA	126,146.41	(112,355.08)	13,791.33	USD
2100532	11/1/2011	Mine Equipment	Pump - ST-1000 Series Dual Booster Water Pump	42,075.77	(37,475.72)	4,600.05	USD
2100533	11/30/2011	Mine Equipment	Pump Skid - 300 KVA	20,942.91	(18,607.02)	2,335.89	USD
2100534	11/30/2011	Mine Equipment	Power Center - 1000 KVA	48,292.13	(43,012.45)	5,279.68	USD
2100535	11/30/2011	Mine Equipment	Start Box - 100HP 480V ABSS	5,936.30	(5,287.30)	649.00	USD
2100536	11/30/2011	Mine Equipment	Power and Ventilation - Kronos Underground	928,291.86	(644,739.54)	283,552.32	USD
2100537	12/14/2011	Mine Equipment	Coal Hauler - RM023	611,970.27	(405,470.45)	206,499.82	USD
2100538	12/14/2011	Mine Equipment	Coal Hauler - RM024	611,970.27	(405,470.45)	206,499.82	USD
2100539	12/7/2011	Mine Equipment	Transporter - 2011 Damascus MAC-10D - 14 Man	53,379.08	(47,025.21)	6,353.87	USD
2100540	12/7/2011	Mine Equipment	Transporter - 2011 Damascus MAC-10D - 14 Man	53,379.08	(47,025.21)	6,353.87	USD
2100541	12/7/2011	Mine Equipment	Transporter - 2011 Damascus MAC-10D - 14 Man	53,379.08	(47,025.21)	6,353.87	USD
2100542	12/28/2011	Mine Equipment	Transporter - Damascus 2-Man Mac 2D	39,646.31	(34,927.09)	4,719.22	USD
2100543	12/20/2011	Mine Equipment	Roof Bolter - PB016	396,051.24	(262,409.93)	133,641.31	USD
2100544	12/7/2011	Mine Equipment	Duster - DH115	57,915.65	(38,372.91)	19,542.74	USD
2100545	12/1/2011	Mine Equipment	Rescue Chamber - 30 Man Tent M26	79,122.50	(52,423.84)	26,698.66	USD
2100545	4/1/2013	Mine Equipment	Rescue Chamber - 30 Man Tent M26	46,341.10	(24,264.77)	22,076.33	USD
2100546	11/1/2011	Mine Equipment	Mine Monitoring - Tracking System	523,585.30	(523,585.30)	-	USD
2100548	11/1/2011	Mine Equipment	Furniture - Kronos Office Furniture	22,084.60	(14,812.04)	7,272.56	USD
2100549	11/1/2011	Mine Equipment	Telephone - GM Telecom Phone System	75,495.46	(75,495.46)	-	USD
2100550	11/1/2011	Mine Equipment	Rescue Chamber - 2 Safety Bays	148,278.61	(99,449.73)	48,828.88	USD
2100550	5/1/2013	Mine Equipment	Rescue Chamber - Upgrade	42,555.57	(21,887.71)	20,667.86	USD
2100551	12/1/2011	Mine Equipment	Hardware - Paragon Micro	28,200.00	(28,200.00)	-	USD
2100552	12/1/2011	Mine Equipment	Welder	3,422.71	(2,267.76)	1,154.95	USD
2100553	12/1/2011	Mine Equipment	Pump - Submersible	11,672.83	(10,283.38)	1,389.45	USD
2100554	12/1/2011	Mine Equipment	Coal Haul - Shuttle Car Repairs	16,815.00	(11,141.04)	5,673.96	USD
2100555	12/1/2011	Mine Equipment	Belting - Kronos Underground	82,478.51	(72,660.85)	9,817.66	USD
2100556	12/1/2011	Mine Equipment	Power Center - 1200 KVA	105,744.77	(93,157.66)	12,587.11	USD
2100557	12/1/2011	Mine Equipment	Switch - 2 Way 1200 AMP VCB 15.8V	52,671.99	(46,402.29)	6,269.70	USD
2100558	12/1/2011	Mine Equipment	Switch - 4 Way Switch (1)1200/(3)600 AMP VCB 15.8	57,036.20	(50,247.01)	6,789.19	USD
2100736	1/1/2012	Mine Equipment	Supply Trailers	22,165.25	(19,459.74)	2,705.51	USD
2100741	12/31/2011	Mine Equipment	GW S8C1-E140 460V Pump	22,282.28	(21,743.62)	538.66	USD
2100742	12/31/2011	Mine Equipment	Tractor - LT006	78,765.33	(68,617.52)	10,147.81	USD
2100743	12/31/2011	Mine Equipment	Tractor - LT005	80,035.46	(69,724.02)	10,311.44	USD
2100744	12/31/2011	Mine Equipment	FEDG300KW Diesel Generator	225,718.22	(196,637.59)	29,080.63	USD
2100745	12/31/2011	Mine Equipment	Scoop - 2011 Fairchild 35-C-WHLPR	265,930.77	(174,018.35)	91,912.42	USD
2100746	12/31/2011	Mine Equipment	Belt Terminal Group 1 - 60" 400HP	436,043.69	(379,865.57)	56,178.12	USD
2100747	12/31/2011	Mine Equipment	Belt Terminal Group 2 - 60" 400HP	413,827.96	(360,512.02)	53,315.94	USD
2100748	12/31/2011	Mine Equipment	Feeder - BF-17	381,965.90	(249,948.79)	132,017.11	USD
2100749	12/31/2011	Mine Equipment	Rock Dust Tank - RT002	93,778.87	(81,696.78)	12,082.09	USD
2100758	2/29/2012	Mine Equipment	Continuous Miner - MN015	1,789,161.27	(1,156,015.19)	633,146.08	USD
2100759	2/29/2012	Mine Equipment	Coal Hauler - RM030	612,221.45	(395,569.31)	216,652.14	USD
2100760	2/29/2012	Mine Equipment	Coal Hauler - RM026	612,221.45	(395,569.31)	216,652.14	USD
2100761	2/29/2012	Mine Equipment	Coal Hauler - RM032	612,221.45	(395,569.31)	216,652.14	USD
2100762	2/29/2012	Mine Equipment	Coal Hauler - RM028	613,501.47	(396,396.36)	217,105.11	USD
2100763	2/29/2012	Mine Equipment	Coal Hauler - RM027	612,380.50	(395,672.08)	216,708.42	USD
2100764	2/29/2012	Mine Equipment	Coal Hauler - RM031	621,963.52	(401,863.87)	220,099.65	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Fixed Asset Equipment List
Book Value as of 10/31/2017

Asset	Cap.date	Asset Category	Asset description	Acquis.val.	Accum.dep.	Book val.	Crcy
2100765	2/29/2012	Mine Equipment	Continuous Miner - MN034	1,732,400.07	(1,119,340.57)	613,059.50	USD
2100766	3/15/2012	Mine Equipment	Coal Hauler - RM025	609,893.01	(388,992.78)	220,900.23	USD
2100767	3/15/2012	Mine Equipment	Continuous Miner - MN014	1,732,298.34	(1,104,868.48)	627,429.86	USD
2100768	3/15/2012	Mine Equipment	Coal Hauler - RM029	609,893.01	(388,992.78)	220,900.23	USD
2100769	3/1/2012	Mine Equipment	Transporter - PC020	52,575.39	(44,755.24)	7,820.15	USD
2100770	3/1/2012	Mine Equipment	Transporter - PC023	52,575.39	(44,755.24)	7,820.15	USD
2100771	3/1/2012	Mine Equipment	Rock Shelter Excavation	223,114.12	(217,453.55)	5,660.57	USD
2100772	3/1/2012	Mine Equipment	Feeder - Reciprocating Model HDB52488	58,793.16	(50,048.18)	8,744.98	USD
2100773	3/1/2012	Mine Equipment	Transporter - Damascus 2-Man Mac 2D	38,093.65	(32,427.54)	5,666.11	USD
2100774	3/1/2012	Mine Equipment	Transporter - Damascus 4-Man Mac 3-D	39,419.77	(33,556.40)	5,863.37	USD
2100775	3/1/2012	Mine Equipment	Jaw - Hitachi EX2500 Shovel Jaw	185,226.82	(180,527.48)	4,699.34	USD
2100776	4/1/2012	Mine Equipment	Continuous Miner - MN031	1,689,294.21	(1,063,283.83)	626,010.38	USD
2100777	4/1/2012	Mine Equipment	Scoop - 2012 Fairchild 35-C-WHLPR	260,100.35	(163,713.63)	96,386.72	USD
2100778	4/1/2012	Mine Equipment	Roof Bolter - PB017	367,992.05	(231,623.35)	136,368.70	USD
2100779	4/1/2012	Mine Equipment	Feeder - Stamler Model BF-17B-54-105C	408,434.81	(257,079.03)	151,355.78	USD
2100780	4/1/2012	Mine Equipment	Feeder - Stamler Model BF-17B-54-105C	386,173.65	(243,067.30)	143,106.35	USD
2100781	4/1/2012	Mine Equipment	Scoop - Simmons S-280 Scoop	275,769.40	(173,576.13)	102,193.27	USD
2100782	4/1/2012	Mine Equipment	Mine Monitoring - Tracking System	189,069.34	(189,069.34)	-	USD
2100782	2/1/2013	Mine Equipment	Mine Monitoring - Tracking System - Phone Install	3,941.59	(3,941.59)	-	USD
2100783	4/1/2012	Mine Equipment	Refuse Conveyor	1,109,037.91	(698,056.06)	410,981.85	USD
2100784	4/1/2012	Mine Equipment	Microwave Antenna & Installation	168,125.96	(114,534.47)	53,591.49	USD
2100785	4/1/2012	Mine Equipment	Fuel Tracking System - Complex	48,505.59	(48,505.59)	-	USD
2100786	4/1/2012	Mine Equipment	Scoop - Simmons S-280 Scoop	275,768.63	(173,575.65)	102,192.98	USD
2100787	4/1/2012	Mine Equipment	Power Center - 1750 KVA w/wheels	127,560.80	(107,298.10)	20,262.70	USD
2100788	4/1/2012	Mine Equipment	Power Center - 1750 KVA w/wheels	127,560.80	(107,298.10)	20,262.70	USD
2100789	4/1/2012	Mine Equipment	Power Center - 1200 KVA Charger PC	168,374.18	(141,628.38)	26,745.80	USD
2100790	4/1/2012	Mine Equipment	Belt Drive - Bucyrus 48" 150HP	178,459.98	(112,327.15)	66,132.83	USD
2100791	4/1/2012	Mine Equipment	Tractor - Dapco Diesel Supply Model ST-12L-FW	217,902.65	(183,289.38)	34,613.27	USD
2100792	4/1/2012	Mine Equipment	Transporter - Battery	361,318.01	(303,923.58)	57,394.43	USD
2100793	4/1/2012	Mine Equipment	Tractor - LT007	80,815.94	(67,978.53)	12,837.41	USD
2100794	4/1/2012	Mine Equipment	Tractor - LT008	80,815.94	(67,978.53)	12,837.41	USD
2100795	4/1/2012	Mine Equipment	Pump - Scud Pump	41,827.60	(35,183.39)	6,644.21	USD
2100796	4/1/2012	Mine Equipment	Pump - Scud Pump	41,827.60	(35,183.39)	6,644.21	USD
2100797	4/1/2012	Mine Equipment	Tractor - Supply	-	-	-	USD
2100798	4/1/2012	Mine Equipment	Kronos UG - Pers Carrier 4-Man	44,733.07	(37,627.34)	7,105.73	USD
2100799	4/1/2012	Mine Equipment	Transporter - Foreman Ride	39,646.89	(33,349.08)	6,297.81	USD
2100800	4/1/2012	Mine Equipment	Transporter - 14-Man	52,860.50	(44,463.75)	8,396.75	USD
2100802	4/1/2012	Mine Equipment	Truck - 2008 Ford F-350 Electrician	20,849.52	(20,849.52)	-	USD
2100803	4/1/2012	Mine Equipment	Electrician Truck	20,748.57	(20,748.57)	-	USD
2100804	4/1/2012	Mine Equipment	Lighting - Parking Lot	27,538.00	(23,163.65)	4,374.35	USD
2100805	4/1/2012	Mine Equipment	Lighting & Pad - Generator	9,038.59	(7,602.83)	1,435.76	USD
2100814	5/1/2012	Mine Equipment	Magnet Belt - Self Cleaning	95,100.69	(59,055.66)	36,045.03	USD
2100815	5/1/2012	Mine Equipment	Transporter - Raptor 2 Man Ride	11,519.92	(9,572.40)	1,947.52	USD
2100816	5/1/2012	Mine Equipment	Mine Monitoring - Tracking System Kronos Unit 4	177,790.00	(177,790.00)	-	USD
2100817	5/1/2012	Mine Equipment	Mine Monitoring - Tracking System Kronos Unit 3	200,885.35	(200,885.35)	-	USD
2100819	5/1/2012	Mine Equipment	Generator - CAT XQ300KW GenSet	60,448.89	(50,229.57)	10,219.32	USD
2100820	5/1/2012	Mine Equipment	Lewis Creek Surface - Silt Basin Construction	284,854.68	(284,854.68)	-	USD
2100820	12/1/2013	Mine Equipment	Lewis Creek Surface - Silt Basin Phase 2	21,621.15	(17,720.51)	3,900.64	USD
2100821	5/1/2012	Mine Equipment	Van - 2010 Ford E350 4x4	43,424.90	(43,424.90)	-	USD
2100822	5/1/2012	Mine Equipment	Mine Monitoring - Tracking System Kronos Unit 2	17,177.33	(17,177.33)	-	USD
2100823	5/1/2012	Mine Equipment	Refuse Conveyor - Parkway Prep	1,601,634.50	(1,330,866.61)	270,767.89	USD
2100824	5/1/2012	Mine Equipment	Mine Monitoring - Tracking System Parkway Unit 3	70,068.17	(70,068.17)	-	USD
2100825	6/15/2012	Mine Equipment	Transporter - Raptor HD DM248 2 Man Ride	11,505.42	(9,441.67)	2,063.75	USD
2100826	6/15/2012	Mine Equipment	Transporter - Raptor HD DM248 2 Man Ride	11,505.42	(9,441.67)	2,063.75	USD
2100827	6/27/2012	Mine Equipment	Transporter - Raptor HD DM248 2 Man Ride	11,240.70	(9,224.43)	2,016.27	USD
2100828	6/27/2012	Mine Equipment	Transporter - Raptor HD DM248 2 Man Ride	11,240.70	(9,224.43)	2,016.27	USD
2100829	6/18/2012	Mine Equipment	Transporter - A.L. Lee RM7200XP	27,332.00	(22,429.39)	4,902.61	USD
2100830	6/1/2012	Mine Equipment	Truck - 2012 Ford F-550 4x4 Supply	47,125.70	(47,125.70)	-	USD
2100831	6/6/2012	Mine Equipment	Power Pak - 200HP	41,097.49	(33,725.73)	7,371.76	USD
2100833	6/21/2012	Mine Equipment	Scoop - Simmons S-280 Scoop	276,004.86	(169,044.85)	106,960.01	USD
2100834	6/1/2012	Mine Equipment	Belt Drive - 200HP - Discharge, Take-up, Tail	135,469.61	(82,971.15)	52,498.46	USD
2100834	1/1/2013	Mine Equipment	Belt Drive - 200HP - Single VFD Module	39,444.68	(21,734.44)	17,710.24	USD
2100834	6/1/2012	Mine Equipment	Belt Drive - 200HP - Dual VFD Module	53,558.93	(32,100.16)	21,458.77	USD
2100835	6/1/2012	Mine Equipment	Transporter - Battery	357,616.96	(293,470.25)	64,146.71	USD
2100836	6/1/2012	Mine Equipment	Roof Bolter - PB018	365,171.44	(223,656.75)	141,514.69	USD
2100837	7/1/2012	Mine Equipment	Truck - 2007 Kenworth T300 Welding Truck w/crane	106,751.95	(106,751.95)	-	USD
2100838	7/13/2012	Mine Equipment	Transporter - Raptor HD DM248 2 Man Ride	11,182.53	(9,060.14)	2,122.39	USD

Armstrong Energy, Inc.
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Fixed Asset Equipment List
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Asset	Cap.date	Asset Category	Asset description	Acquis.val.	Accum.dep.	Book val.	Crcy
2100839	7/13/2012	Mine Equipment	Transporter - Raptor HD DM248 2 Man Ride	11,182.53	(9,060.14)	2,122.39	USD
2100840	7/1/2012	Mine Equipment	Supply Trailers	21,473.70	(17,398.09)	4,075.61	USD
2100841	7/1/2012	Mine Equipment	Supply Trailers	21,473.69	(17,398.08)	4,075.61	USD
2100842	8/1/2012	Mine Equipment	Duster - DH624	58,939.39	(35,083.81)	23,855.58	USD
2100844	8/1/2012	Mine Equipment	Power Center - 1000 KVA UP286 Repair	56,179.60	(44,925.29)	11,254.31	USD
2100846	8/1/2012	Mine Equipment	Truck, Haul - Caterpillar 777D	277,607.17	(165,246.31)	112,360.86	USD
2100847	9/1/2012	Mine Equipment	Water Line - Lewis Creek Surface	163,081.13	(128,675.94)	34,405.19	USD
2100848	9/1/2012	Mine Equipment	Magnet Belt - Self Cleaning	11,316.73	(8,929.24)	2,387.49	USD
2100850	9/1/2012	Mine Equipment	Generator - CAT XQ1750	148,752.12	(117,369.92)	31,382.20	USD
2100861	9/1/2012	Mine Equipment	Belt Prep - Kronos to Dock	325,160.04	(256,561.10)	68,598.94	USD
2100861	4/1/2013	Mine Equipment	Belt Prep - Kronos to Dock Powerline	124,269.13	(88,390.21)	35,878.92	USD
2100863	10/1/2012	Mine Equipment	Drill - Atlas ROC F9-11 Drill	246,915.93	(238,269.41)	8,646.52	USD
2100864	10/1/2012	Mine Equipment	Power Center - 1200 KVA	61,877.09	(48,157.41)	13,719.68	USD
2100865	10/1/2012	Mine Equipment	Power Center - 500 KVA	42,436.98	(33,027.65)	9,409.33	USD
2100866	10/1/2012	Mine Equipment	Power Center - 500 KVA	42,436.98	(33,027.65)	9,409.33	USD
2100867	10/1/2012	Mine Equipment	Power Center - 750 KVA	48,438.53	(37,698.51)	10,740.02	USD
2100868	10/1/2012	Mine Equipment	Dual Vacuum Breaker Switch	34,459.92	(26,819.31)	7,640.61	USD
2100869	10/1/2012	Mine Equipment	Transporter - GC034	11,008.03	(8,567.28)	2,440.75	USD
2100870	10/1/2012	Mine Equipment	Transporter - GC035	11,008.03	(8,567.28)	2,440.75	USD
2100871	10/1/2012	Mine Equipment	Transporter - GC735	26,066.18	(15,060.10)	11,006.08	USD
2100872	10/1/2012	Mine Equipment	Rescue Chamber - 30 Man Tent M26	88,007.73	(50,847.68)	37,160.05	USD
2100873	10/1/2012	Mine Equipment	Pump - ST1000 30HP VFD Pump	40,542.25	(31,553.03)	8,989.22	USD
2100874	10/1/2012	Mine Equipment	Pump - ST1000 30HP VFD Pump	40,542.25	(31,553.03)	8,989.22	USD
2100920	12/1/2012	Mine Equipment	Roof Bolter - PB023	73,463.04	(41,139.23)	32,323.81	USD
2100921	6/23/2009	Mine Equipment	Trailer - Low-Boy - 1967 Talbert	100,070.72	(88,309.12)	11,761.60	USD
2100921	8/28/2009	Mine Equipment	Trailer - Low-Boy - 1967 Talbert	33,487.46	(29,107.58)	4,379.88	USD
2100922	6/30/2009	Mine Equipment	Forklift - 2003 Gehl Model DL10H-55 Reach	27,410.67	(24,189.02)	3,221.65	USD
2100923	2/19/2010	Mine Equipment	Truck - Terex 350B Payhauler	30,774.51	(30,774.51)	-	USD
2100923	2/19/2010	Mine Equipment	Truck - Terex 350B Payhauler	74,388.26	(74,388.26)	-	USD
2100924	1/20/2010	Mine Equipment	Trailer - Welding w/welders- S/N 55123	28,583.21	(28,583.21)	-	USD
2100925	3/15/2010	Mine Equipment	Truck - 2006 Ford F-350 4x4 Utility Truck	17,142.38	(17,142.38)	-	USD
2100926	9/30/2010	Mine Equipment	Truck - 1992 International 4900	28,717.21	(28,717.21)	-	USD
2100927	11/15/2010	Mine Equipment	Trailer - 1985 Trail-Eze Dakota 75T Trailer	29,520.81	(22,544.60)	6,976.21	USD
2100928	6/30/2011	Mine Equipment	Truck - 2006 Ford F450 Welding Truck	20,728.54	(19,438.79)	1,289.75	USD
2100929	7/1/2011	Mine Equipment	Truck - 1999 Kenworth W-900	29,052.20	(28,451.11)	601.09	USD
2100930	7/1/2011	Mine Equipment	Brake Press - 135 Ton Cincinnati	22,814.04	(21,183.80)	1,630.24	USD
2100931	8/21/2012	Mine Equipment	Trailer - 2013 Fontaine Lowboy 50 Ton Trailer	56,323.84	(33,526.90)	22,796.94	USD
2100932	12/19/2009	Mine Equipment	Security - G-Max 8000-08 PC Digital Video Surveill	9,657.06	(9,657.06)	-	USD
2100963	1/1/2013	Mine Equipment	Rescue Chamber - 30 Man Tent M26 - 2013 Compliant	95,664.09	(52,711.92)	42,952.17	USD
2100964	1/1/2013	Mine Equipment	Transporter - Battery	344,663.30	(256,883.58)	87,779.72	USD
2100965	1/24/2013	Mine Equipment	Transporter - GC038	13,188.65	(9,829.73)	3,358.92	USD
2100966	2/12/2013	Mine Equipment	Refuse Filter Press - Press & Construcion	3,435,271.63	(1,861,747.66)	1,573,523.97	USD
2100966	2/12/2013	Mine Equipment	Refuse Filter Press - Piping	8,242.28	(4,466.91)	3,775.37	USD
2100966	3/1/2013	Mine Equipment	Refuse Filter Press - Electrical Construction	655,726.58	(349,383.07)	306,343.51	USD
2100966	5/7/2013	Mine Equipment	Refuse Filter Press - Stand & Platforms	57,021.54	(29,328.03)	27,693.51	USD
2100967	2/1/2013	Mine Equipment	Rescue Chamber - 30 Man Tent M26	95,284.36	(51,639.42)	43,644.94	USD
2100968	2/26/2013	Mine Equipment	Tractor - Dapco Diesel Supply Model ST-12L-FW	226,062.92	(165,951.51)	60,111.41	USD
2100970	1/1/2013	Mine Equipment	Tractor - LT009	77,090.79	(57,457.11)	19,633.68	USD
2100971	2/1/2013	Mine Equipment	Fan - Ventilation Jeffrey Aerodyne 8HU84	560,572.77	(411,513.28)	149,059.49	USD
2100971	2/1/2013	Mine Equipment	Fan - Ventilation Electric Hookup	25,327.58	(18,592.84)	6,734.74	USD
2100971	2/1/2013	Mine Equipment	Fan - Ventilation Fanhouse, Ductwork, Install	373,233.66	(273,988.71)	99,244.95	USD
2100974	2/1/2013	Mine Equipment	Roof Bolter - PB024	378,829.29	(205,306.78)	173,522.51	USD
2100978	4/1/2013	Mine Equipment	Rescue Chamber - 30 Man Tent M26	94,524.19	(49,494.04)	45,030.15	USD
2100979	4/1/2013	Mine Equipment	Wheel Loader - Komatsu WA320PZ 416 Style	139,215.47	(99,021.25)	40,194.22	USD
2100980	4/1/2013	Mine Equipment	Seals - Kronos Old Works #2 Unit	94,315.36	(67,084.69)	27,230.67	USD
2100981	4/1/2013	Mine Equipment	Rescue Chamber - Upgrade	43,514.63	(22,784.80)	20,729.83	USD
2100983	6/1/2012	Mine Equipment	Belt Drive - 48" Belt Drive Group	130,803.06	(80,113.02)	50,690.04	USD
2100984	5/7/2013	Mine Equipment	Belt Drive - 150HP Combo Drive, Power Pack & Tail	101,875.05	(52,397.63)	49,477.42	USD
2100985	5/1/2013	Mine Equipment	Belt Drive - 200HP - Drive, take-up, discharge	203,907.52	(104,876.24)	99,031.28	USD
2100986	4/1/2013	Mine Equipment	Engineering & Surveying - ADP Warden Refuse Area	59,942.88	(56,022.15)	3,920.73	USD
2100986	10/1/2014	Mine Equipment	Engineering & Surveying - ADP Warden Refuse Area	31,700.17	(20,748.95)	10,951.22	USD
2100986	12/1/2014	Mine Equipment	Engineering & Surveying - ADP Warden Refuse Area	6,325.39	(5,621.89)	703.50	USD
2100987	4/1/2013	Mine Equipment	Seals - Parkway Seals 1st West Panel	113,967.13	(81,062.61)	32,904.52	USD
2100988	5/1/2013	Mine Equipment	Bridge Construction - Lewis Creek Surface	537,224.82	(331,486.88)	205,737.94	USD
2100990	5/1/2013	Mine Equipment	Scoop - 2013 Fairchild 35-C-WHLPR	282,337.55	(145,215.35)	137,122.20	USD
2100990	8/1/2013	Mine Equipment	Scoop - 2013 Fairchild 35-C-WHLPR	7,205.37	(3,705.95)	3,499.42	USD
2100991	5/1/2013	Mine Equipment	Seals - Parkway Seals 2nd East Sub-Main	67,188.80	(47,011.06)	20,177.74	USD

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2100995	5/2/2013	Mine Equipment	Truck - Pump Truck	32,421.95	(29,858.80)	2,563.15	USD
2100996	6/1/2013	Mine Equipment	Rescue Chamber - Upgrade Kronos #4	42,690.05	(21,557.49)	21,132.56	USD
2100997	6/1/2013	Mine Equipment	Rescue Chamber - Upgrade Kronos #5	42,690.05	(21,557.49)	21,132.56	USD
2100998	6/1/2013	Mine Equipment	Rescue Chamber - Upgrade Parkway #2	42,383.92	(21,402.92)	20,981.00	USD
2100999	6/1/2013	Mine Equipment	Rescue Chamber - Upgrade Parkway #3	42,378.65	(21,400.25)	20,978.40	USD
2101000	6/1/2013	Mine Equipment	Belt - 60" Mainline Belt & Structure	545,189.88	(275,308.43)	269,881.45	USD
2101000	8/1/2013	Mine Equipment	Belt - 60" Mainline Belt & Structure Q2 2013	416,184.05	(210,163.44)	206,020.61	USD
2101004	7/1/2013	Mine Equipment	Power Center - AmElec 1200 KVA	58,934.48	(39,846.23)	19,088.25	USD
2101005	7/1/2013	Mine Equipment	Power Center - AmElec 1200 KVA	59,350.45	(40,127.48)	19,222.97	USD
2101006	7/1/2013	Mine Equipment	Power Center - UP309	116,290.59	(78,625.31)	37,665.28	USD
2101007	7/1/2013	Mine Equipment	Belt Drive - 48" 150HP Combo Drive, Pack & Tail	97,010.16	(48,072.98)	48,937.18	USD
2101008	7/1/2013	Mine Equipment	Belt Drive - 48" 150HP Combo Drive, Pack & Tail	97,776.76	(48,452.87)	49,323.89	USD
2101009	7/1/2013	Mine Equipment	Duster - DH733	56,416.02	(27,956.73)	28,459.29	USD
2101010	7/1/2013	Mine Equipment	Transporter - PC028	48,233.42	(32,611.13)	15,622.29	USD
2101011	7/1/2013	Mine Equipment	Safety - LCUG SCSREs	114,544.84	(77,444.98)	37,099.86	USD
2101012	7/1/2013	Mine Equipment	Mine Monitoring - Tracking System	159,405.86	(159,405.86)	-	USD
2101013	7/1/2013	Mine Equipment	Rescue Chamber - Training	47,349.29	(23,463.74)	23,885.55	USD
2101015	7/8/2013	Mine Equipment	Truck - 2012 Ford F-250 Electrician Truck	24,894.11	(22,231.61)	2,662.50	USD
2101016	8/1/2013	Mine Equipment	Rescue Chamber - 30 Man Tent M26 2013 Compliant	93,989.08	(45,682.22)	48,306.86	USD
2101017	8/1/2013	Mine Equipment	Rescue Chamber - 30 Man Tent M26 2013 Compliant	93,989.08	(45,682.22)	48,306.86	USD
2101018	8/8/2013	Mine Equipment	Rock Dust Tank - Tank & Installation	122,886.48	(81,612.08)	41,274.40	USD
2101018	10/4/2013	Mine Equipment	Rock Dust Tank - 60 AMP Service	4,868.32	(3,233.19)	1,635.13	USD
2101019	8/1/2013	Mine Equipment	Power Center - 1750 KVA	115,265.77	(76,550.97)	38,714.80	USD
2101020	7/1/2013	Mine Equipment	Belt Drive - 200HP 48" Drive starting box	13,986.10	(6,930.76)	7,055.34	USD
2101021	7/1/2013	Mine Equipment	Belt Drive - 200HP 48" Drive	171,956.83	(85,212.50)	86,744.33	USD
2101022	7/1/2013	Mine Equipment	Belt Starter - Pit Header 200 HP	26,517.80	(17,928.97)	8,588.83	USD
2101023	7/1/2013	Mine Equipment	Power Center - 500 KVA	40,025.85	(27,061.90)	12,963.95	USD
2101024	8/1/2013	Mine Equipment	Battery Hauler - Conversion	68,911.80	(33,493.72)	35,418.08	USD
2101025	7/1/2013	Mine Equipment	Dual Vacuum Breaker Switch	32,821.16	(22,190.74)	10,630.42	USD
2101026	7/1/2013	Mine Equipment	Transporter - Lil Mac Ride	-	-	-	USD
2101027	7/1/2013	Mine Equipment	Transporter - GC039	12,763.78	(8,629.73)	4,134.05	USD
2101028	7/1/2013	Mine Equipment	Transporter - GC040	13,219.63	(8,937.94)	4,281.69	USD
2101029	7/1/2013	Mine Equipment	Transporter - MAC-3D	40,046.84	(27,076.10)	12,970.74	USD
2101030	7/1/2013	Mine Equipment	Transporter - PC038	37,780.03	(25,543.48)	12,236.55	USD
2101031	7/1/2013	Mine Equipment	Transporter - PC036	37,780.03	(25,543.48)	12,236.55	USD
2101032	8/1/2013	Mine Equipment	Transporter - PC027	47,965.83	(31,855.35)	16,110.48	USD
2101033	8/1/2013	Mine Equipment	Transporter - PC033	50,843.78	(33,766.66)	17,077.12	USD
2101034	8/1/2013	Mine Equipment	Fencing - Lewis Creek UG Lot	7,898.35	(5,245.50)	2,652.85	USD
2101035	8/1/2013	Mine Equipment	Battery Hauler - Conversion	91,451.35	(44,448.79)	47,002.56	USD
2101036	7/3/2013	Mine Equipment	Truck - 2013 Ford F-150 Foreman's Truck	22,054.26	(19,695.49)	2,358.77	USD
2101037	8/8/2013	Mine Equipment	Rock Dust Tank - Tank & Installation	144,999.00	(96,297.57)	48,701.43	USD
2101038	8/1/2013	Mine Equipment	Cable - Trailing Cable - MWS	58,729.35	(58,729.35)	-	USD
2101039	8/1/2013	Mine Equipment	Cable - Trailing Cable - LCS	57,415.90	(57,415.90)	-	USD
2101040	9/1/2013	Mine Equipment	Scoop - 2013 Diesel 8040 Scoop	208,355.20	(99,271.10)	109,084.10	USD
2101041	9/1/2013	Mine Equipment	Belt Drive - 150HP Belt Drive #1	7,628.89	(3,634.80)	3,994.09	USD
2101042	9/1/2013	Mine Equipment	Belt Drive - 150HP Belt Drive #2	7,628.89	(3,634.80)	3,994.09	USD
2101043	9/1/2013	Mine Equipment	Belt Drive - 150HP Belt Drive #3	7,628.89	(3,634.80)	3,994.09	USD
2101044	9/1/2013	Mine Equipment	100 HP 42" Belt Drive	9,015.83	(5,878.38)	3,137.45	USD
2101045	9/7/2013	Mine Equipment	Transporter - GC044	12,868.09	(8,390.08)	4,478.01	USD
2101046	9/7/2013	Mine Equipment	Transporter - GC045	12,868.09	(8,390.08)	4,478.01	USD
2101047	9/25/2013	Mine Equipment	Roof Bolter - PB026	385,504.74	(183,674.24)	201,830.50	USD
2101048	9/25/2013	Mine Equipment	Roof Bolter - PB027	385,504.74	(183,674.24)	201,830.50	USD
2101049	9/12/2013	Mine Equipment	Rock Duster - 110-5-R Flinger Duster	8,222.66	(3,917.70)	4,304.96	USD
2101050	9/1/2013	Mine Equipment	Rescue Chamber - Upgrade Kronos #6	43,167.27	(20,567.10)	22,600.17	USD
2101051	9/1/2013	Mine Equipment	Dual Vacuum Breaker Switch	32,868.32	(21,430.35)	11,437.97	USD
2101052	9/1/2013	Mine Equipment	Power Center - 500 KVA	39,581.74	(25,807.54)	13,774.20	USD
2101053	9/1/2013	Mine Equipment	Transporter - PC037	47,698.24	(31,099.56)	16,598.68	USD
2101054	9/1/2013	Mine Equipment	Power Center - AmElec 1200 KVA	58,625.05	(38,223.91)	20,401.14	USD
2101055	9/17/2013	Mine Equipment	Belt Drive - 48" Belt Drive Group	146,060.95	(69,590.94)	76,470.01	USD
2101056	9/1/2013	Mine Equipment	Belt Drive - HD005	146,893.30	(69,987.49)	76,905.81	USD
2101059	10/3/2013	Mine Equipment	Truss Bolter - PB028	176,695.05	(82,478.80)	94,216.25	USD
2101060	10/21/2013	Mine Equipment	Truss Bolter - PB029	186,406.83	(87,012.12)	99,394.71	USD
2101061	9/19/2013	Mine Equipment	Seals - Parkway Seals 1st North Panel	86,118.91	(56,150.08)	29,968.83	USD
2101062	10/1/2013	Mine Equipment	Lewis Creek Surface - Silt Basin Construction West	21,358.31	(18,146.74)	3,211.57	USD
2101063	10/16/2013	Mine Equipment	Lewis Creek Surface - Settling Basin	453,758.63	(385,528.75)	68,229.88	USD
2101064	10/1/2013	Mine Equipment	Scoop - 2013 Fairchild 35-C-WHLPR	302,201.77	(141,063.60)	161,138.17	USD
2101065	9/1/2013	Mine Equipment	Power Center - AmElec 750 KVA	45,178.70	(29,456.81)	15,721.89	USD

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2101066	10/31/2013	Mine Equipment	Power Center - AmElec 1750 KVA	115,190.01	(73,692.84)	41,497.17	USD
2101067	11/1/2013	Mine Equipment	Seals - Kronos UG Seals Old #1 & #4 Area	128,897.88	(80,864.73)	48,033.15	USD
2101068	11/8/2013	Mine Equipment	Levee - Equality Levee Construction	1,905,129.00	(1,195,192.31)	709,936.69	USD
2101069	11/1/2013	Mine Equipment	Belt Starting Box #1 - 200HP 480V RVNR	14,584.14	(6,665.55)	7,918.59	USD
2101070	11/1/2013	Mine Equipment	Belt Starting Box #2 - 200HP 480V RVNR	14,584.14	(6,665.55)	7,918.59	USD
2101071	11/1/2013	Mine Equipment	Belt Starting Box #3 - 200HP 480V RVNR	13,758.62	(6,288.26)	7,470.36	USD
2101072	11/26/2013	Mine Equipment	Supply Trailers - 5th Wheel Gooseneck	19,686.56	(12,350.46)	7,336.10	USD
2101073	11/22/2013	Mine Equipment	Tractor - Dapco Diesel Supply Model ST-12L-FW	210,843.68	(132,273.84)	78,569.84	USD
2101074	11/6/2013	Mine Equipment	Truck - 2014 Mack GU713 Fuel Truck	98,099.15	(81,885.91)	16,213.24	USD
2101075	12/1/2013	Mine Equipment	Refuse Conveyor - Extension	426,513.43	(190,743.23)	235,770.20	USD
2101075	1/1/2014	Mine Equipment	Refuse Conveyor - Extension - conveyor & support	141,581.06	(61,914.41)	79,666.65	USD
2101075	3/1/2015	Mine Equipment	Refuse Conveyor - Electrical Service Upgrade	43,268.45	(12,521.35)	30,747.10	USD
2101077	12/1/2013	Mine Equipment	Belt - 48" Mainline Belt & Structure	607,486.30	(271,677.01)	335,809.29	USD
2101077	3/1/2014	Mine Equipment	PUG Belt - 48" Mainline Belt & Structure Q1 2014	158,181.43	(65,999.86)	92,181.57	USD
2101077	6/1/2014	Mine Equipment	Belt - 48" Mainline Belt & Structure	74,541.42	(29,440.22)	45,101.20	USD
2101077	9/1/2014	Mine Equipment	Belt - 48" Mainline Belt & Structure	62,993.15	(23,905.25)	39,087.90	USD
2101078	12/31/2013	Mine Equipment	Drill - Atlas PV-275 Drill	280,218.31	(268,470.17)	11,748.14	USD
2101079	2/1/2014	Mine Equipment	FEDG300KW Diesel Generator	222,046.58	(130,854.48)	91,192.10	USD
2101080	2/1/2014	Mine Equipment	Belt Starting Box - 200HP 480V RVNR	13,588.00	(5,806.38)	7,781.62	USD
2101081	2/1/2014	Mine Equipment	Belt Starting Box - 200HP 480V RVNR	13,588.00	(5,806.38)	7,781.62	USD
2101082	2/1/2014	Mine Equipment	Belt Starting Box - 200HP 480V RVNR	14,403.29	(6,154.75)	8,248.54	USD
2101083	2/1/2014	Mine Equipment	Starting Box/Power Pack and Belt Drive	70,775.29	(41,708.65)	29,066.64	USD
2101084	2/1/2014	Mine Equipment	Belt Terminal Group - 200 HP 48" Belt Drive/Take-u	117,088.04	(69,001.25)	48,086.79	USD
2101092	3/1/2014	Mine Equipment	Levee - Lewis Creek Surface Levee Construction	233,152.30	(136,845.88)	96,306.42	USD
2101093	3/1/2014	Mine Equipment	Transporter - Lil Mac Ride	10,808.03	(6,229.05)	4,578.98	USD
2101094	3/1/2014	Mine Equipment	High Voltage Cable - Kronos 4/0	24,607.24	(14,182.02)	10,425.22	USD
2101094	12/1/2014	Mine Equipment	High Voltage Cable - Kronos 4/0	21,759.60	(12,540.82)	9,218.78	USD
2101095	3/1/2014	Mine Equipment	Transporter - Lil Mac Ride	10,808.03	(6,229.05)	4,578.98	USD
2101097	2/1/2014	Mine Equipment	Skid Steer - Ditch Witch R300	12,694.58	(7,481.05)	5,213.53	USD
2101098	3/1/2014	Mine Equipment	Rails & Rollers - Dragline 337	74,676.62	(74,676.62)	-	USD
2101099	3/1/2014	Mine Equipment	Power Center - 750 KVA	32,399.07	(18,672.72)	13,726.35	USD
2101100	3/1/2014	Mine Equipment	Starting Box/Power Pack and Belt Drive	72,476.26	(41,770.61)	30,705.65	USD
2101101	3/1/2014	Mine Equipment	Bucket - Dragline 377 S7-COKA6	243,962.70	(243,962.70)	-	USD
2101102	3/1/2014	Mine Equipment	Bucket - Dragline 337 S7-CKA10	36,012.67	(36,012.67)	-	USD
2101103	3/1/2014	Mine Equipment	Bucket - Dragline 347 S7-CKA11	35,116.83	(35,116.83)	-	USD
2101104	3/1/2014	Mine Equipment	Bucket - Dragline 770 S7-COLC3	25,165.36	(25,165.36)	-	USD
2101105	5/1/2014	Mine Equipment	Belt Drive - 150HP Combo Drive #1	64,998.66	(25,793.79)	39,204.87	USD
2101106	5/1/2014	Mine Equipment	Rescue Chamber - 2018 Compliant M2630-3.0	92,411.36	(36,672.13)	55,739.23	USD
2101106	10/1/2014	Mine Equipment	Rescue Chamber - O2 and Cylinders	2,294.35	(1,103.82)	1,190.53	USD
2101107	5/1/2014	Mine Equipment	Rescue Chamber - 2018 Compliant M2630-3.0	92,425.78	(36,677.85)	55,747.93	USD
2101108	3/1/2014	Mine Equipment	Transporter - Lil Mac Ride	10,808.03	(6,229.05)	4,578.98	USD
2101109	4/1/2014	Mine Equipment	Seals - Parkway Seals Old #1 Unit	195,411.39	(110,057.20)	85,354.19	USD
2101110	4/1/2014	Mine Equipment	Dilute Sump - Dock Prep	18,713.04	(10,539.33)	8,173.71	USD
2101111	5/1/2014	Mine Equipment	Power Center - 750 KVA	32,022.88	(17,610.22)	14,412.66	USD
2101112	5/1/2014	Mine Equipment	Power Center - 500 KVA	28,434.88	(15,637.08)	12,797.80	USD
2101113	5/1/2014	Mine Equipment	Dual Vacuum Breaker Switch	30,587.68	(16,820.97)	13,766.71	USD
2101114	4/1/2014	Mine Equipment	Skid Steer - CAT 525C	45,942.69	(44,013.17)	1,929.52	USD
2101115	4/1/2014	Mine Equipment	Transporter - MAC-3D 4 Man Diesel	39,349.18	(22,161.75)	17,187.43	USD
2101116	4/1/2014	Mine Equipment	Transporter - PC039	39,349.18	(22,161.75)	17,187.43	USD
2101119	4/1/2014	Mine Equipment	Truck - 2012 Ford Escape (IT)	15,287.70	(11,567.85)	3,719.85	USD
2101120	5/1/2014	Mine Equipment	Power Center - 1750 KVA	110,820.34	(60,943.00)	49,877.34	USD
2101121	6/1/2014	Mine Equipment	Rescue Chamber - 2018 Compliant M2630-3.0	92,019.67	(35,565.84)	56,453.83	USD
2101122	6/1/2014	Mine Equipment	Rescue Chamber - 2018 Compliant M2630-3.0	92,045.51	(35,575.82)	56,469.69	USD
2101124	6/1/2014	Mine Equipment	Belt Drive - 150HP Combo Drive #3 Unit #1	64,723.17	(25,015.67)	39,707.50	USD
2101125	6/1/2014	Mine Equipment	Upgrade - Dock Prep Raw Coal Handling	441,484.82	(236,851.09)	204,633.73	USD
2101133	7/1/2014	Mine Equipment	Rescue Chamber - 2018 Compliant M2630-3.0	92,512.53	(34,792.20)	57,720.33	USD
2101134	7/1/2014	Mine Equipment	Seals - Kronos UG Permanent Seals #4 Unit	93,261.58	(48,765.48)	44,496.10	USD
2101135	7/1/2014	Mine Equipment	Belt Terminal Group - 60" Group	225,936.52	(118,139.76)	107,796.76	USD
2101136	7/1/2014	Mine Equipment	Tractor - LT010	116,176.44	(60,747.41)	55,429.03	USD
2101137	7/1/2014	Mine Equipment	Shuttle Car - Joy 10SC32 (Development)	121,365.93	(63,460.94)	57,904.99	USD
2101138	7/1/2014	Mine Equipment	Belt Drive - 200HP 480V RVNR VFD Drive Unit	24,157.09	(9,085.02)	15,072.07	USD
2101139	8/1/2014	Mine Equipment	KUG Belt - 60" Slope Belt - 2041 Feet	141,965.39	(51,898.29)	90,067.10	USD
2101141	8/1/2014	Mine Equipment	MWP - Slurry Line Extension	59,409.44	(21,718.31)	37,691.13	USD
2101149	9/1/2014	Mine Equipment	Rock Duster - Trickel Duster #1	9,362.96	(3,323.55)	6,039.41	USD
2101150	9/1/2014	Mine Equipment	Rock Duster - Trickel Duster #2	9,362.96	(3,323.55)	6,039.41	USD
2101159	9/1/2014	Mine Equipment	Roof Bolter - Fletcher CHDDR-13 Crawler	364,103.13	(180,304.54)	183,798.59	USD
2101162	10/1/2014	Mine Equipment	Rails & Rollers - Dragline 377	178,768.92	(178,768.92)	-	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Fixed Asset Equipment List
Book Value as of 10/31/2017

Asset	Cap.date	Asset Category	Asset description	Acquis.val.	Accum.dep.	Book val.	Crcy
2101162	8/1/2015	Mine Equipment	Rails & Rollers - Dragline 377	13,794.86	(13,794.86)	-	USD
2101164	10/1/2014	Mine Equipment	Pump - Gorman-Rupp De-watering Pump	48,048.90	(23,116.65)	24,932.25	USD
2101165	11/1/2014	Mine Equipment	Dual Vacuum Breaker Switch - 600 AMP	38,105.10	(17,789.00)	20,316.10	USD
2101166	11/1/2014	Mine Equipment	Welder - Vantage 500	11,526.25	(10,981.18)	545.07	USD
2101168	12/1/2014	Mine Equipment	Seals - Parkway UG Permanent Seals 2nd East Submai	219,510.60	(99,306.33)	120,204.27	USD
2101168	1/1/2015	Mine Equipment	Seals - Parkway UG Permanent Seals 2nd East Submai	13,695.41	(6,063.74)	7,631.67	USD
2101170	12/1/2014	Mine Equipment	Belt - 48" Mainline Belt & Structure	10,012.42	(3,230.09)	6,782.33	USD
2101171	12/1/2014	Mine Equipment	High Voltage Cable - Kronos	65,882.65	(29,805.24)	36,077.41	USD
2101172	12/1/2014	Mine Equipment	Seals - KUG Seals Old #2 Unit	105,866.40	(47,893.84)	57,972.56	USD
2101174	1/1/2015	Mine Equipment	Bucket - Dragline 377 S7-COKA9	51,225.15	(48,722.28)	2,502.87	USD
2101175	1/1/2015	Mine Equipment	Bucket - Dragline 770 S7-COLC4	47,681.62	(45,351.88)	2,329.74	USD
2101176	1/1/2015	Mine Equipment	Lewis Creek Surface - Silt Basin Construction	483,228.16	(313,787.82)	169,440.34	USD
2101177	1/1/2015	Mine Equipment	Seals - Kronos UG Permanent Seals 4th West Panel 1	107,976.84	(47,270.03)	60,706.81	USD
2101177	3/1/2015	Mine Equipment	Seals - Kronos UG Seals Additional Labor	24,838.33	(10,133.87)	14,704.46	USD
2101178	1/1/2015	Mine Equipment	KUG Belt - 60" Conveyor - Q2014	99,319.54	(59,550.76)	39,768.78	USD
2101179	1/1/2015	Mine Equipment	KUG Belt - 60" Structure - Q 4 2014	7,977.26	(4,783.07)	3,194.19	USD
2101181	2/1/2015	Mine Equipment	Jacks - 500 Ton with power unit	25,396.52	(23,509.94)	1,886.58	USD
2101181	3/1/2015	Mine Equipment	Jacks - 500 Ton with power unit	13,010.52	(5,503.17)	7,507.35	USD
2101182	2/1/2015	Mine Equipment	Seals - Parkway Seals 1st West Submain 2 Main N	135,973.93	(57,514.08)	78,459.85	USD
2101183	2/1/2015	Mine Equipment	Seals - Kronos 3rd West Panel 3	97,957.70	(41,434.01)	56,523.69	USD
2101184	3/1/2015	Mine Equipment	Belt Starting Boxes - 350 HP Toshiba VFD w/ctrl	34,785.69	(14,192.32)	20,593.37	USD
2101185	4/1/2015	Mine Equipment	Drill - RD4471	215,475.08	(188,053.07)	27,422.01	USD
2101186	4/1/2015	Mine Equipment	Drill - RD8683	115,941.09	(101,186.08)	14,755.01	USD
2101188	4/1/2015	Mine Equipment	Cable - High Voltage Cable - EBS	84,401.56	(73,660.36)	10,741.20	USD
2101189	5/1/2015	Mine Equipment	Seals - Kronos 6th West 4	46,770.35	(17,653.66)	29,116.69	USD
2101210	10/1/2012	Mine Equipment	Rescue Chamber - 30 Man Tent M26	88,007.74	(50,847.69)	37,160.05	USD
2101227	9/1/2015	Mine Equipment	Mine Monitoring - KUG Tracking System	8,197.25	(5,954.39)	2,242.86	USD
2101228	9/1/2015	Mine Equipment	Mine Monitoring - PUG Tracking System	8,197.25	(5,954.39)	2,242.86	USD
2101229	11/1/2015	Mine Equipment	Transformer - SQD	4,171.47	(2,085.74)	2,085.73	USD
2101236	11/1/2015	Mine Equipment	Drive Assembly	44,336.72	(22,168.36)	22,168.36	USD
2101238	11/1/2015	Mine Equipment	Drive L/A Model DD365	5,720.87	(2,860.44)	2,860.43	USD
2101241	11/1/2015	Mine Equipment	Fire Suppression - Cars	3,933.10	(1,966.56)	1,966.54	USD
2101243	11/1/2015	Mine Equipment	Pump - F3 Stage Vertical Turbine	11,799.29	(5,899.65)	5,899.64	USD
2101244	11/1/2015	Mine Equipment	Pump - F3 Stage Vertical Turbine	11,799.29	(5,899.65)	5,899.64	USD
2101245	11/1/2015	Mine Equipment	Pump - F3 Stage Vertical Turbine	11,799.29	(5,899.65)	5,899.64	USD
2101246	11/1/2015	Mine Equipment	Pump - F3 Stage Vertical Turbine	11,799.29	(5,899.65)	5,899.64	USD
2101248	11/1/2015	Mine Equipment	Golf Cart - GC037	2,145.33	(1,072.66)	1,072.67	USD
2101264	11/1/2015	Mine Equipment	Start Box - RVNR-480	10,369.08	(5,184.55)	5,184.53	USD
2101265	11/1/2015	Mine Equipment	Sub-Station	131,222.39	(65,611.20)	65,611.19	USD
2101300	12/1/2015	Mine Equipment	Truck, Service - 2011 Ford F-250	11,016.03	(4,222.81)	6,793.22	USD
2101303	12/1/2015	Mine Equipment	Scoop - SC184	154,813.69	(98,908.74)	55,904.95	USD
2101304	12/1/2015	Mine Equipment	Roof Bolter - PB019	147,750.00	(94,395.84)	53,354.16	USD
2101305	12/1/2015	Mine Equipment	Scoop - SC868	145,830.38	(93,169.41)	52,660.97	USD
2101306	12/1/2015	Mine Equipment	Continuous Miner - MN016	813,146.16	(519,510.04)	293,636.12	USD
2101307	12/1/2015	Mine Equipment	Coal Hauler - RM033	274,126.84	(175,136.59)	98,990.25	USD
2101308	12/1/2015	Mine Equipment	Coal Hauler - RM034	291,190.00	(186,038.05)	105,151.95	USD
2101309	12/1/2015	Mine Equipment	Coal Hauler - RM035	274,131.86	(175,139.80)	98,992.06	USD
2101310	12/1/2015	Mine Equipment	Coal Hauler - RM036	274,131.86	(175,139.80)	98,992.06	USD
2101311	12/1/2015	Mine Equipment	Roof Bolter - PB021	132,295.72	(84,522.26)	47,773.46	USD
2101312	12/1/2015	Mine Equipment	Scoop - SC867	153,190.40	(97,871.65)	55,318.75	USD
2101313	12/1/2015	Mine Equipment	Feeder - BF008	216,284.63	(138,181.85)	78,102.78	USD
2101314	12/1/2015	Mine Equipment	Continuous Miner - MN017	939,655.31	(600,335.34)	339,319.97	USD
2101315	12/1/2015	Mine Equipment	Continuous Miner - MN018	1,021,094.59	(652,365.99)	368,728.60	USD
2101316	12/1/2015	Mine Equipment	Coal Hauler - RM037	370,044.53	(236,417.34)	133,627.19	USD
2101317	12/1/2015	Mine Equipment	Coal Hauler - RM038	370,044.53	(236,417.34)	133,627.19	USD
2101318	12/1/2015	Mine Equipment	Coal Hauler - RM039	370,044.53	(236,417.34)	133,627.19	USD
2101319	12/1/2015	Mine Equipment	Coal Hauler - RM040	370,044.53	(236,417.34)	133,627.19	USD
2101320	12/1/2015	Mine Equipment	Roof Bolter - PB025	187,569.37	(119,835.98)	67,733.39	USD
2101321	12/1/2015	Mine Equipment	Continuous Miner - MN019	1,139,814.42	(728,214.77)	411,599.65	USD
2101322	12/1/2015	Mine Equipment	Feeder - BF009	274,557.07	(175,411.46)	99,145.61	USD
2101323	12/1/2015	Mine Equipment	Scoop - SC869	203,749.40	(130,173.23)	73,576.17	USD
2101324	12/1/2015	Mine Equipment	Scoop - SC876	203,749.40	(130,173.23)	73,576.17	USD
2101325	12/1/2015	Mine Equipment	Scoop - SC877	203,749.40	(130,173.23)	73,576.17	USD
2101326	12/1/2015	Mine Equipment	Roof Bolter - PB020	194,188.01	(124,064.56)	70,123.45	USD
2101327	2/1/2016	Mine Equipment	Safety - KUG Personal Dust Monitors	171,662.67	(42,915.67)	128,747.00	USD
2101328	2/1/2016	Mine Equipment	Safety - PUG Personal Dust Monitors	175,786.16	(43,946.54)	131,839.62	USD
2101329	3/1/2016	Mine Equipment	Refuse - ADP - Warden Refuse Area	3,061,184.06	(510,197.34)	2,550,986.72	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Fixed Asset Equipment List
Book Value as of 10/31/2017

Asset	Cap.date	Asset Category	Asset description	Acquis.val.	Accum.dep.	Book val.	Crcy
2101330	3/1/2016	Mine Equipment	Flotation Circuit Upgrade	14,283.50	(3,400.84)	10,882.66	USD
2101331	3/1/2016	Mine Equipment	ADP - Slurry Pipeline to Warden Pit	1,455,861.89	(242,643.64)	1,213,218.25	USD
2101336	8/1/2016	Mine Equipment	ADP - Slurry Pipeline Monitoring	254,865.37	(31,858.17)	223,007.20	USD
2101337	8/1/2015	Mine Equipment	Seals - Kronos 4th West	106,127.28	(22,109.85)	84,017.43	USD
2101351	1/1/2017	Mine Equipment	Belt Drive - 60 inch	162,101.63	(13,508.47)	148,593.16	USD
2101352	1/1/2017	Mine Equipment	Seals - Kronos 3rd East/1st North (12)	466,745.47	(55,564.94)	411,180.53	USD
2101353	1/1/2017	Mine Equipment	Pump - Underflow pump upgrade	40,085.55	(4,772.09)	35,313.46	USD
2101354	1/1/2017	Mine Equipment	Kronos - Rockdust Hole	22,376.65	(2,663.89)	19,712.76	USD
2101355	1/1/2017	Mine Equipment	Roof Bolter Boom Rebuild	14,636.50	(4,065.69)	10,570.81	USD
2101361	4/1/2017	Mine Equipment	Drill - Atlas PV275 RD4560	337,463.80	(98,426.94)	239,036.86	USD
2101362	4/1/2017	Mine Equipment	Sennebogen 880R-HD	484,419.85	(141,289.12)	343,130.73	USD
2101366	6/1/2017	Mine Equipment	Belt Drive - 60 inch Dual 400	334,209.23	(13,925.38)	320,283.85	USD
2101367	6/1/2017	Mine Equipment	Horizontal Screen Replacement	160,615.20	(6,692.30)	153,922.90	USD
2101371	7/1/2017	Mine Equipment	Roof Bolter Boom Rebuild	18,214.00	(2,023.78)	16,190.22	USD
2101372	7/1/2017	Mine Equipment	Roof Bolter Boom Rebuild	19,306.84	(2,145.20)	17,161.64	USD
2101373	7/1/2017	Mine Equipment	Kronos - Bore Hole	29,094.40	(1,385.45)	27,708.95	USD
2101375	9/1/2017	Mine Equipment	Roof Bolter Boom Rebuild	19,306.84	(1,072.60)	18,234.24	USD
2101377	9/1/2017	Mine Equipment	PWP - Slurry Line Extension	26,626.69	(443.78)	26,182.91	USD
2101378	10/1/2017	Mine Equipment	Roof Bolter Boom Rebuild	18,214.00	(505.94)	17,708.06	USD
2100876	2/3/2009	Mobile Equipment	2006 White Ford F250 X Cab	15,700.00	(15,700.00)	-	USD
2100877	10/22/2007	Mobile Equipment	Truck - 1981 International Drill Crew Truck	75,000.00	(75,000.00)	-	USD
2100878	12/1/2007	Mobile Equipment	Grader - GR0796	280,346.79	(278,712.33)	1,634.46	USD
2100881	6/18/2008	Mobile Equipment	Backhoe - LB4551	79,600.96	(76,288.88)	3,312.08	USD
2100883	9/23/2008	Mobile Equipment	Scraper Tractor - 2006 JD 9520 (Used)	144,750.00	(144,750.00)	-	USD
2100886	11/26/2008	Mobile Equipment	Wheel Loader - Volvo Model L70F	155,895.82	(144,591.77)	11,304.05	USD
2100889	7/1/2008	Mobile Equipment	Dozer - DZ9083	264,562.34	(251,940.56)	12,621.78	USD
2100890	8/1/2008	Mobile Equipment	Dozer - DZ1043	249,662.49	(236,218.74)	13,443.75	USD
2100891	8/1/2008	Mobile Equipment	Dozer - DZ0985	249,662.49	(236,218.74)	13,443.75	USD
2100892	12/1/2008	Mobile Equipment	Truck, Rigid Haul - WT0021	873,321.55	(804,491.72)	68,829.83	USD
2100894	4/15/2008	Mobile Equipment	Loader - WL1225	51,503.19	(49,982.40)	1,520.79	USD
2100895	5/31/2007	Mobile Equipment	1990 Caterpillar 992 Endloader	53,337.04	(53,337.04)	-	USD
2100896	6/3/2009	Mobile Equipment	Loader - WL2447	75,543.82	(66,664.94)	8,878.88	USD
2100899	9/19/2008	Mobile Equipment	Track Type Tractor - 2008 CAT D9T Coal Blade - Cap	789,476.91	(789,476.91)	-	USD
2100900	10/24/2008	Mobile Equipment	Track Type Tractor - 2008 CAT D9T Coal Blade - Cap	776,469.91	(776,469.91)	-	USD
2100901	8/1/2008	Mobile Equipment	Excavator - HE8694	228,286.44	(228,286.44)	-	USD
2100902	4/11/2008	Mobile Equipment	Track Type Tractor - 2008 CAT D9T w/Ripper - Capit	701,295.84	(701,295.84)	-	USD
2100903	9/19/2008	Mobile Equipment	Track Type Tractor - 2008 CAT D9T w/Ripper- Capita	776,469.91	(776,469.91)	-	USD
2100905	11/1/2008	Mobile Equipment	Excavator - HE0121	1,101,752.15	(1,101,752.15)	-	USD
2100909	4/25/2008	Mobile Equipment	Dozer - DZ1276	923,435.97	(923,435.97)	-	USD
2100910	7/20/2010	Mobile Equipment	Loader - WL9015	73,948.10	(73,948.10)	-	USD
2100912	8/18/2010	Mobile Equipment	Scraper Tractor - 2007 John Deere 9520 w/pans	201,958.65	(201,958.65)	-	USD
2100913	10/1/2010	Mobile Equipment	Dozer - DZ0026	810,371.22	(790,636.50)	19,734.72	USD
2100914	11/1/2010	Mobile Equipment	Loader, Wheel - Komatsu WA320PZ-6	147,470.67	(147,470.67)	-	USD
2100915	12/7/2010	Mobile Equipment	Dozer - DZ0005	172,353.16	(130,340.96)	42,012.20	USD
2100916	3/1/2011	Mobile Equipment	Truck, Haul - WT0772	633,290.40	(616,531.68)	16,758.72	USD
2100917	10/1/2011	Mobile Equipment	Truck, Rock Body - HT9178	1,142,609.56	(1,028,669.34)	113,940.22	USD
2100918	10/1/2011	Mobile Equipment	Truck, Rock Body - HT9339	1,142,609.56	(1,028,669.34)	113,940.22	USD
2100919	10/1/2011	Mobile Equipment	Truck, Rock Body - HT9342	1,142,609.56	(1,028,669.34)	113,940.22	USD
2100934	6/1/2011	Mobile Equipment	Crane - CR5534	363,080.93	(257,947.89)	105,133.04	USD
2100935	10/22/2007	Mobile Equipment	Drill Crew Versitile Tractor Model 27688	15,000.00	(15,000.00)	-	USD
2100937	4/29/2008	Mobile Equipment	Kenworth T-800 4000 Gal Fuel/Lube Body (2669)	86,700.00	(86,700.00)	-	USD
2100937	5/7/2008	Mobile Equipment	2002 Kenworth T800 (2669)	42,000.00	(42,000.00)	-	USD
2100938	8/24/2011	Mobile Equipment	Truck - 2007 Mack CV713 Fuel Truck	59,026.10	(54,257.64)	4,768.46	USD
2100939	8/30/2011	Mobile Equipment	Drill - Atlas TH60 Core Drill - Setup Costs	60,841.08	(41,916.30)	18,924.78	USD
2100940	8/1/2008	Mobile Equipment	Drill Crew LinkBelt Crane	315,000.00	(315,000.00)	-	USD
2100941	12/1/2007	Mobile Equipment	Grader - 2007 Volvo G990 - Capital Lease	280,346.79	(278,712.33)	1,634.46	USD
2100942	11/30/2010	Mobile Equipment	Drill - Atlas PV275 - Setup Costs	38,840.13	(37,878.05)	962.08	USD
2100943	4/1/2010	Mobile Equipment	DRILL - RD9034	837,083.71	(690,989.66)	146,094.05	USD
2100944	4/20/2011	Mobile Equipment	Drill - 2011 Atlas Copco DML Overburden Drill - Ca	904,554.92	(880,229.90)	24,325.02	USD
2100945	12/1/2010	Mobile Equipment	Skid Steer - Used Komatsu CK30-1 w/cab	42,283.87	(41,918.70)	365.17	USD
2100946	3/26/2010	Mobile Equipment	Skid Steer - 2009 Komatsu CK30-1	49,021.32	(49,021.32)	-	USD
2100947	4/30/2009	Mobile Equipment	Skid Steer - 2009 Komatsu CK30-1	51,469.57	(51,469.57)	-	USD
2100949	9/18/2008	Mobile Equipment	Auto Lube Systems Unit 984	9,032.00	(9,032.00)	-	USD
2100950	9/18/2008	Mobile Equipment	Auto Lube Systems Unit 1233	9,032.00	(9,032.00)	-	USD
2100951	9/5/2008	Mobile Equipment	Auto Lube Systems Unit 978	9,032.00	(9,032.00)	-	USD
2100952	8/25/2008	Mobile Equipment	Auto Lube Systems Unit 256	9,032.00	(9,032.00)	-	USD
2100953	8/25/2008	Mobile Equipment	Auto Lube Systems Unit 257	9,032.00	(9,032.00)	-	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Fixed Asset Equipment List
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Asset	Cap.date	Asset Category	Asset description	Acquis.val.	Accum.dep.	Book val.	Crcy
2100954	8/25/2008	Mobile Equipment	Auto Lube Systems Unit 976	9,032.00	(9,032.00)	-	USD
2100955	8/25/2008	Mobile Equipment	Auto Lube Systems Unit 985	9,032.00	(9,032.00)	-	USD
2100956	8/25/2008	Mobile Equipment	Auto Lube Systems Unit 983	9,032.00	(9,032.00)	-	USD
2100957	10/22/2008	Mobile Equipment	Auto Lube Systems Unit 656	9,482.00	(9,482.00)	-	USD
2100958	11/10/2008	Mobile Equipment	Auto Lube System Unit 655	8,516.81	(8,386.37)	130.44	USD
2100959	11/10/2008	Mobile Equipment	Auto Lube System Unit 686	8,516.81	(8,386.37)	130.44	USD
2100960	11/18/2008	Mobile Equipment	Auto Lube System Unit 654	8,446.88	(7,834.39)	612.49	USD
2100961	11/21/2008	Mobile Equipment	Auto Lube System Unit 687	8,446.88	(7,834.39)	612.49	USD
2100962	6/18/2008	Mobile Equipment	Fuel Truck Repairs	3,977.37	(3,977.37)	-	USD
2101014	8/19/2013	Mobile Equipment	Wheel Loader - CAT 992G AZX00822 - VFE	241,712.69	(145,362.41)	96,350.28	USD
2101057	9/19/2013	Mobile Equipment	Loader, Front End - 2008 CAT 992G - AZX00821 - VFE	107,907.38	(70,356.30)	37,551.08	USD
2101058	9/19/2013	Mobile Equipment	Loader, Front End - 2008 CAT 992G - AZX00820 - VFE	107,907.38	(70,356.30)	37,551.08	USD
2101126	7/1/2014	Mobile Equipment	Grader - 2009 CAT 16M Motor Grader - VFE	213,854.76	(183,424.59)	30,430.17	USD
2101127	7/1/2014	Mobile Equipment	Grader - 2009 CAT 16M Motor Grader - VFE	212,977.14	(182,671.85)	30,305.29	USD
2101128	7/1/2014	Mobile Equipment	TRUCK - HT0324	207,675.04	(207,675.04)	-	USD
2101129	7/1/2014	Mobile Equipment	Grader - 2009 CAT 992K Loader - VFE	496,127.05	(496,127.05)	-	USD
2101130	7/1/2014	Mobile Equipment	Grader - 2009 CAT 992K Loader - VFE	470,782.84	(403,793.44)	66,989.40	USD
2101131	7/1/2014	Mobile Equipment	Dozer - DZ1411	216,473.37	(185,670.58)	30,802.79	USD
2101132	7/1/2014	Mobile Equipment	Grader - 2006 CAT D7RIILGP - VFE	125,910.28	(125,910.28)	-	USD
2101142	8/1/2014	Mobile Equipment	Dozer - DZ0516	351,383.73	(242,344.85)	109,038.88	USD
2101143	8/1/2014	Mobile Equipment	DOZER - DZ1374	166,711.08	(159,462.71)	7,248.37	USD
2101144	8/1/2014	Mobile Equipment	Dozer - DZ1906	207,420.95	(143,055.57)	64,365.38	USD
2101145	8/1/2014	Mobile Equipment	DOZER - DZ1375	183,584.50	(175,602.50)	7,982.00	USD
2101146	8/1/2014	Mobile Equipment	Dozer - DZ0440	343,452.99	(328,520.13)	14,932.86	USD
2101147	8/1/2014	Mobile Equipment	Truck, Water - CAT 769D- VFE	25,741.22	(17,753.39)	7,987.83	USD
2101167	11/1/2014	Mobile Equipment	Dozer - DZ1745	150,088.18	(143,083.69)	7,004.49	USD
2101180	1/1/2015	Mobile Equipment	Dozer - DZ1800	141,151.92	(84,632.95)	56,518.97	USD
2101187	4/1/2015	Mobile Equipment	Excavator - HE0678	331,836.23	(221,846.79)	109,989.44	USD
2101190	5/1/2015	Mobile Equipment	DOZER - DZ0943	64,591.55	(64,591.55)	-	USD
2101191	5/1/2015	Mobile Equipment	LOADER, WHEEL - WL2955	60,414.27	(51,057.53)	9,356.74	USD
2101192	5/1/2015	Mobile Equipment	DOZER - DZ0857	51,611.97	(43,618.50)	7,993.47	USD
2101193	5/1/2015	Mobile Equipment	DOZER - DZ1276	100,484.46	(84,921.80)	15,562.66	USD
2101194	5/1/2015	Mobile Equipment	DOZER - DZ1624	200,462.86	(169,415.91)	31,046.95	USD
2101195	5/1/2015	Mobile Equipment	TRUCK, HAUL - HT0686	101,250.19	(101,250.19)	-	USD
2101196	5/1/2015	Mobile Equipment	TRUCK, HAUL - HT0656	97,791.22	(82,645.68)	15,145.54	USD
2101198	5/1/2015	Mobile Equipment	TRUCK, WATER - WT0654	97,791.22	(82,645.68)	15,145.54	USD
2101199	6/1/2015	Mobile Equipment	DOZER - DZ1586	193,148.94	(193,148.94)	-	USD
2101200	6/1/2015	Mobile Equipment	DOZER - DZ1467	108,388.13	(88,522.52)	19,865.61	USD
2101201	6/1/2015	Mobile Equipment	TRUCK, HAUL - HT0687	96,407.62	(78,737.82)	17,669.80	USD
2101203	6/1/2015	Mobile Equipment	TRUCK, HAUL - HT0985	156,599.72	(156,599.72)	-	USD
2101205	6/1/2015	Mobile Equipment	TRUCK, HAUL - HT0983	156,599.72	(156,599.72)	-	USD
2101207	6/1/2015	Mobile Equipment	TRUCK, HAUL - HT1256	175,867.47	(143,634.09)	32,233.38	USD
2101208	6/1/2015	Mobile Equipment	TRUCK, HAUL - HT1257	175,867.47	(143,634.09)	32,233.38	USD
2101211	7/1/2015	Mobile Equipment	TRUCK, ARTICULATED - AT2884	32,759.42	(32,759.42)	-	USD
2101212	7/1/2015	Mobile Equipment	TRUCK, ARTICULATED - AT2274	32,759.42	(32,759.42)	-	USD
2101213	7/1/2015	Mobile Equipment	TRUCK, HAUL - HT1540	156,329.46	(156,329.46)	-	USD
2101214	7/1/2015	Mobile Equipment	TRUCK, HAUL - HT1539	156,329.46	(156,329.46)	-	USD
2101215	7/1/2015	Mobile Equipment	TRUCK, HAUL - HT1538	156,329.46	(156,329.46)	-	USD
2101216	7/1/2015	Mobile Equipment	TRUCK, WATER - WT0104	133,456.11	(105,094.65)	28,361.46	USD
2101217	7/1/2015	Mobile Equipment	TRUCK, HAUL - HT1867	205,306.27	(205,306.27)	-	USD
2101219	7/1/2015	Mobile Equipment	Excavator - HE8694	20,314.84	(15,997.63)	4,317.21	USD
2101220	7/1/2015	Mobile Equipment	LOADER, WHEEL - WL5546	16,886.25	(13,297.66)	3,588.59	USD
2101221	7/1/2015	Mobile Equipment	LOADER, WHEEL - WL5548	17,255.06	(17,255.06)	-	USD
2101223	8/1/2015	Mobile Equipment	EXCAVATOR, HYDRAULIC - HE1151	340,201.04	(257,664.11)	82,536.93	USD
2101224	8/1/2015	Mobile Equipment	EXCAVATOR, HYDRAULIC - HE1011	236,620.19	(179,213.24)	57,406.95	USD
2101225	8/1/2015	Mobile Equipment	DRILL, HYDRAULIC - HD1155	149,470.02	(149,470.02)	-	USD
2101226	8/1/2015	Mobile Equipment	DRILL, CORE - CD1277	223,493.72	(102,777.72)	120,716.00	USD
2101277	10/1/2015	Mobile Equipment	Dozer - DZ1157	68,462.00	(28,525.83)	39,936.17	USD
2101278	10/1/2015	Mobile Equipment	Dozer - DZ1195	68,462.00	(28,525.83)	39,936.17	USD
2101279	10/1/2015	Mobile Equipment	Truck - HT0088	562,945.36	(234,560.57)	328,384.79	USD
2101280	10/1/2015	Mobile Equipment	Truck - HT0154	677,724.11	(282,385.05)	395,339.06	USD
2101281	10/1/2015	Mobile Equipment	Truck - HT2108	348,004.16	(181,252.17)	166,751.99	USD
2101282	10/1/2015	Mobile Equipment	Truck - HT2107	348,004.16	(181,252.17)	166,751.99	USD
2101283	10/1/2015	Mobile Equipment	Truck - HT2106	348,004.16	(181,252.17)	166,751.99	USD
2101284	10/1/2015	Mobile Equipment	Truck - HT0087	562,945.36	(234,560.57)	328,384.79	USD
2101285	10/1/2015	Mobile Equipment	Truck - HT2105	348,004.16	(181,252.17)	166,751.99	USD
2101286	10/1/2015	Mobile Equipment	Dozer - DZ0664	444,311.00	(444,311.00)	-	USD

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Asset	Cap.date	Asset Category	Asset description	Acquis.val.	Accum.dep.	Book val.	Crcy
2101287	10/1/2015	Mobile Equipment	Dozer - DZ2023	179,200.70	(179,200.70)	-	USD
2101288	10/1/2015	Mobile Equipment	Dozer - DZ1744	102,225.72	(42,594.05)	59,631.67	USD
2101289	10/1/2015	Mobile Equipment	Dozer - DZ0663	396,966.50	(396,966.50)	-	USD
2101291	12/1/2015	Mobile Equipment	LOADER, WHEEL - WL2548	57,752.50	(36,897.43)	20,855.07	USD
2101292	12/1/2015	Mobile Equipment	TRUCK, WATER - WT0550	99,766.30	(63,739.58)	36,026.72	USD
2101293	12/1/2015	Mobile Equipment	Excavator - HE0121	119,300.00	(76,219.45)	43,080.55	USD
2101294	12/1/2015	Mobile Equipment	Excavator - HE5153	121,285.00	(77,487.64)	43,797.36	USD
2101295	12/1/2015	Mobile Equipment	TRUCK, HAUL - HT0612	103,945.00	(66,409.30)	37,535.70	USD
2101296	12/1/2015	Mobile Equipment	TRUCK, HAUL - HT0614	103,945.00	(66,409.30)	37,535.70	USD
2101297	12/1/2015	Mobile Equipment	TRUCK, HAUL - HT0616	103,945.00	(66,409.30)	37,535.70	USD
2101301	12/1/2015	Mobile Equipment	LOADER, WHEEL - WL4131	168,795.30	(64,704.87)	104,090.43	USD
2101302	12/1/2015	Mobile Equipment	Dozer - DZ1227	68,462.00	(26,243.76)	42,218.24	USD
2101332	4/1/2016	Mobile Equipment	GRADER - GR0826	216,901.48	(114,475.78)	102,425.70	USD
2101333	5/1/2016	Mobile Equipment	DOZER - DZ2416	289,591.82	(144,795.91)	144,795.91	USD
2101334	5/1/2016	Mobile Equipment	DOZER - DZ2396	289,591.82	(144,795.91)	144,795.91	USD
2101335	6/1/2016	Mobile Equipment	TRUCK, ARTICULATED - AT6165	90,092.10	(42,543.49)	47,548.61	USD
2101339	9/1/2016	Mobile Equipment	Loader, Wheel - WL0073	432,649.06	(432,649.06)	-	USD
2101340	9/1/2016	Mobile Equipment	Loader, Wheel - WL2671	131,149.40	(131,149.40)	-	USD
2101341	9/1/2016	Mobile Equipment	Excavator - HE0146	393,549.67	(393,549.67)	-	USD
2101342	9/1/2016	Mobile Equipment	Dozer - DZ0020	346,632.30	(346,632.30)	-	USD
2101343	9/1/2016	Mobile Equipment	Truck, Rock Body - HT7922	335,538.10	(335,538.10)	-	USD
2101344	9/1/2016	Mobile Equipment	Loader, Front End - WL0025	365,696.52	(365,696.52)	-	USD
2101346	9/1/2016	Mobile Equipment	Backhoe - HE0567	366,875.09	(366,875.09)	-	USD
2101347	9/1/2016	Mobile Equipment	Excavator - HE3189	285,253.94	(285,253.94)	-	USD
2101348	9/1/2016	Mobile Equipment	Excavator/Shovel - HS1033	736,074.90	(736,074.90)	-	USD
2101349	10/1/2016	Mobile Equipment	Dozer - DZ0340	110,756.29	(39,995.33)	70,760.96	USD
2101356	3/31/2017	Mobile Equipment	Scraper K-Tec 1228	70,399.57	(23,466.52)	46,933.05	USD
2101357	3/31/2017	Mobile Equipment	Versatile Tractor Model 485SS	70,399.58	(23,466.53)	46,933.05	USD
2101358	4/1/2017	Mobile Equipment	Excavator/Bucket - HS1071	558,995.63	(326,080.78)	232,914.85	USD
2101359	4/1/2017	Mobile Equipment	Excavator- HE5218	160,915.92	(46,933.81)	113,982.11	USD
2101360	4/1/2017	Mobile Equipment	Excavator HE1097	51,104.80	(14,905.57)	36,199.23	USD
2101364	4/1/2017	Mobile Equipment	Remote Control for D7E	31,721.55	(6,168.08)	25,553.47	USD
2101368	7/1/2017	Mobile Equipment	Dozer - DZ0196	132,009.15	(14,667.68)	117,341.47	USD
2101369	7/1/2017	Mobile Equipment	Grader - CAT 16M Grader	317,821.35	(35,313.48)	282,507.87	USD
2101370	7/1/2017	Mobile Equipment	LOADER, WHEEL - WL2669	61,460.96	(6,829.00)	54,631.96	USD
2100559	3/1/2007	Office Equipment	(2)ea 2drw lateral4drw lateral4 & 3 shelf bkcs	2,621.88	(2,621.88)	-	USD
2100560	3/1/2007	Office Equipment	Jo's Hon desk w/bridge/credenza/hutch	1,720.84	(1,720.84)	-	USD
2100561	3/7/2007	Office Equipment	Dana's Hon desk w/bridge credenza	1,153.59	(1,153.59)	-	USD
2100562	6/1/2007	Office Equipment	Unfinished Office Renovation	24,920.63	(24,920.63)	-	USD
2100563	6/1/2007	Office Equipment	KM-2550 Digital Copier	5,829.99	(5,829.99)	-	USD
2100564	5/1/2007	Office Equipment	Conference Room Knob Creek Black Sideboard	499.67	(499.67)	-	USD
2100565	5/1/2007	Office Equipment	Eclipse Desk unit/Chairs	2,916.93	(2,916.93)	-	USD
2100566	6/1/2007	Office Equipment	Conference Room Conf Tbl & Chairs	3,730.67	(3,730.67)	-	USD
2100567	6/1/2007	Office Equipment	Desk, chairs, bookcase	4,267.59	(4,267.59)	-	USD
2100568	8/23/2007	Office Equipment	Hutch, bookcase, table	2,459.33	(2,459.33)	-	USD
2100569	9/12/2007	Office Equipment	HR Office 3 ea desk chairlateral file HR dept	9,366.95	(9,366.95)	-	USD
2100570	9/1/2007	Office Equipment	Annex bldg renovation	13,000.00	(13,000.00)	-	USD
2100571	10/1/2007	Office Equipment	David's Chairs by work table (DRC)	323.05	(323.05)	-	USD
2100572	1/1/2008	Office Equipment	IT Room chairs desks.panelsracks	2,016.12	(1,992.76)	23.36	USD
2100573	1/2/2007	Office Equipment	Desks tables chairs file cabs (Used)	7,751.00	(7,751.00)	-	USD
2100574	1/9/2008	Office Equipment	19 Window Blinds	2,227.88	(2,202.07)	25.81	USD
2100575	1/20/2008	Office Equipment	Avaya Telephone System	8,714.58	(8,714.58)	-	USD
2100576	2/8/2008	Office Equipment	2 desks, panels	1,703.13	(1,673.43)	29.70	USD
2100577	6/10/2008	Office Equipment	Chairs, file cabinets, folding table	25,571.53	(24,517.20)	1,054.33	USD
2100578	6/13/2008	Office Equipment	Kyocera KM2050 Digital Copier/Print/Fax	3,916.70	(3,916.70)	-	USD
2100579	7/30/2008	Office Equipment	Kyocera KM2050 Digital Copier	3,916.70	(3,916.70)	-	USD
2100580	7/8/2008	Office Equipment	TruPulse 360B TAN 360 Degree Laser System	2,240.42	(2,240.42)	-	USD
2100581	10/30/2008	Office Equipment	Topcon Station GPT-9003A	33,247.96	(33,247.96)	-	USD
2100582	1/14/2009	Office Equipment	2007 Chevy Uplander Van	10,375.00	(10,375.00)	-	USD
2100583	4/30/2009	Office Equipment	Parkway Office Furniture	11,194.32	(10,034.78)	1,159.54	USD
2100584	8/1/2009	Office Equipment	Samsung OfficeServ 7200 VoIP Communications System	16,193.54	(16,193.54)	-	USD
2100585	9/1/2009	Office Equipment	Madisonville Office Phone System	6,953.46	(6,953.46)	-	USD
2100586	9/1/2009	Office Equipment	Madisonville Office - Furniture	18,750.81	(18,750.81)	-	USD
2100587	7/22/2011	Office Equipment	Madisonville Office - Furniture	6,864.38	(6,377.75)	486.63	USD
2100807	4/27/2012	Office Equipment	Madisonville Office - Furniture	83,577.25	(83,577.25)	-	USD
2100810	4/27/2012	Office Equipment	Telephone/Data - GM Telecom	32,242.08	(32,242.08)	-	USD
2100811	4/27/2012	Office Equipment	Madisonville Office - Cabinetry	15,297.44	(12,884.08)	2,413.36	USD

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2100969	1/1/2013	Office Equipment	Kronos AMS/Security Office Furniture	2,626.27	(1,452.02)	1,174.25	USD
2100972	1/1/2013	Office Equipment	Lewis Creek UG AMS/Security Office Furniture	3,560.83	(1,968.72)	1,592.11	USD
2100994	5/20/2013	Office Equipment	2011 Ford E-350 Van	15,668.94	(14,438.45)	1,230.49	USD
2100588	12/4/2006	Computer Software	Carlson Civil Ste 2007 + Map3D+ Geol	9,015.30	(9,015.30)	-	USD
2100589	4/1/2007	Computer Software	AutoCAD '07 Civil Suite & Srvey 2007	9,000.00	(9,000.00)	-	USD
2100590	4/1/2007	Computer Software	Office Pro +2007 & Adobe Acrobat 8 5 Licenses	3,456.38	(3,456.38)	-	USD
2100591	4/9/2007	Computer Software	SEDCAD 4 for Windows	1,599.70	(1,599.70)	-	USD
2100592	6/1/2007	Computer Software	KERCO Information Systems (5 add'l office pro lice	498.09	(498.09)	-	USD
2100593	8/1/2007	Computer Software	Carlson Civil 2008 w/ modules	11,664.27	(11,664.27)	-	USD
2100594	9/1/2007	Computer Software	Carlson Survey 2007	2,119.56	(2,119.56)	-	USD
2100595	4/1/2008	Computer Software	WorldView software search (Ken Johnson)	8,245.13	(8,245.13)	-	USD
2100596	4/1/2008	Computer Software	Worldview software review K Johnson	8,002.50	(8,002.50)	-	USD
2100597	4/1/2008	Computer Software	Worldview software review K Johnson	16,965.78	(16,965.78)	-	USD
2100598	4/1/2008	Computer Software	Berry & Kington (network & software recommendation	5,200.00	(5,200.00)	-	USD
2100599	4/1/2008	Computer Software	Viewpoint (dwn pymt)	17,280.00	(17,280.00)	-	USD
2100600	4/1/2008	Computer Software	Small Business Server and other software licenses	31,952.72	(31,952.72)	-	USD
2100601	4/1/2008	Computer Software	Viewpoint CS Software	40,560.00	(40,560.00)	-	USD
2100602	4/1/2008	Computer Software	FRx Financial Reporting Software	3,180.00	(3,180.00)	-	USD
2100603	1/31/2008	Computer Software	Installation 3 servers, 4 workstations, 2 laptops	12,697.01	(12,697.01)	-	USD
2100604	2/20/2008	Computer Software	Carlson 2008 Software	5,305.78	(5,305.78)	-	USD
2100605	2/20/2008	Computer Software	AutoCAD Map 3D '08	1,372.70	(1,372.70)	-	USD
2100606	2/29/2008	Computer Software	IT Set-Up	10,125.00	(10,125.00)	-	USD
2100607	3/31/2008	Computer Software	2 AutoCADs LT 2008	1,812.59	(1,812.59)	-	USD
2100608	5/31/2008	Computer Software	IT and Accounting Set-Up	32,301.25	(32,301.25)	-	USD
2100609	6/12/2008	Computer Software	Viewpoint CS Software - 2 Additional Licenses	9,540.00	(9,540.00)	-	USD
2100610	6/23/2008	Computer Software	Carlson Civil Suite 2009	12,832.71	(12,832.71)	-	USD
2100611	6/24/2008	Computer Software	Remote Scan Software	3,400.00	(3,400.00)	-	USD
2100612	6/26/2008	Computer Software	2 - 4GB Poweredge 2900 System RAM	593.58	(593.58)	-	USD
2100613	6/26/2008	Computer Software	2 Port Replicators W/90W AC, 2P, Lat D-Series	381.60	(381.60)	-	USD
2100614	6/30/2008	Computer Software	Accounting Software Setup	12,565.00	(12,565.00)	-	USD
2100615	8/31/2008	Computer Software	Accounting Software Setup	23,531.25	(23,531.25)	-	USD
2100616	8/28/2008	Computer Software	75 Symantec PCAnywhere Host licenses	4,397.94	(4,397.94)	-	USD
2100617	8/28/2008	Computer Software	3 Symantec PCAnywhere Host/Remote licenses	461.10	(461.10)	-	USD
2100618	8/5/2008	Computer Software	Viewpoint Software - License Upgrade 8 user additi	36,000.00	(36,000.00)	-	USD
2100619	8/11/2008	Computer Software	25 Citrix Presentation Srv licenses	9,820.90	(9,820.90)	-	USD
2100620	8/8/2008	Computer Software	Carlson 2009 Survey - 3 licenses	2,433.89	(2,433.89)	-	USD
2100621	8/12/2008	Computer Software	Viewpoint 8 user license upgrade - sales tax	2,160.00	(2,160.00)	-	USD
2100622	8/4/2008	Computer Software	10 Microsoft terminal server licenses	806.02	(806.02)	-	USD
2100623	8/4/2008	Computer Software	2 Microsoft Powerpoint 2007 licenses	432.90	(432.90)	-	USD
2100624	7/31/2008	Computer Software	Accouting Software Set-Up	17,868.75	(17,868.75)	-	USD
2100625	7/21/2008	Computer Software	Viewpoint CS Software - 2 Additional Licenses	9,000.00	(9,000.00)	-	USD
2100626	9/8/2008	Computer Software	RSLogix software on Groves Job C2008-0368	1,396.55	(1,396.55)	-	USD
2100627	9/8/2008	Computer Software	Map 3D 2009 New SLM license	2,376.60	(2,376.60)	-	USD
2100628	9/30/2008	Computer Software	Accounting Software Setup	15,525.00	(15,525.00)	-	USD
2100629	10/14/2008	Computer Software	Isilon Storage Array, 6 servers, Microsoft licensi	73,090.87	(73,090.87)	-	USD
2100630	10/31/2008	Computer Software	Accounting Software Setup	30,557.50	(30,557.50)	-	USD
2100631	11/3/2008	Computer Software	ATI Radeon HD 2400 XT Graphics, card; E207FP Monit	440.91	(440.91)	-	USD
2100632	11/6/2008	Computer Software	Symantec Server Backup 8.5	43.36	(43.36)	-	USD
2100633	11/30/2008	Computer Software	Accounting Software Setup	18,750.00	(18,750.00)	-	USD
2100634	11/26/2008	Computer Software	Quantum SAS LT04 3GBS backup drive and raid contro	2,801.86	(2,801.86)	-	USD
2100635	12/31/2008	Computer Software	Accounting Software Setup	11,154.61	(11,154.61)	-	USD
2100636	1/12/2009	Computer Software	Microsoft Visio Standard 2007 license	416.96	(416.96)	-	USD
2100637	10/15/2009	Computer Software	Carlson - Engineering CAD Modules	5,300.00	(5,300.00)	-	USD
2100977	3/6/2013	Computer Software	Servers - Isilon Storage	21,134.62	(21,134.62)	-	USD
2101118	4/1/2014	Computer Software	Software - Archive Manager Pro	3,309.55	(3,309.55)	-	USD
2100638	11/1/2006	Computer Hardware	Gateway M685-E SB (David's Laptop)	2,740.66	(2,740.66)	-	USD
2100639	11/1/2006	Computer Hardware	06ACCADJ4 adjusting value (David's Laptop)	1,023.08	(1,023.08)	-	USD
2100640	12/6/2006	Computer Hardware	Gateway FX530XG (Terri's Computer	3,931.73	(3,931.73)	-	USD
2100641	2/1/2007	Computer Hardware	HP Designjet 4000 Plotter	10,100.84	(10,100.84)	-	USD
2100642	3/1/2007	Computer Hardware	Workstation 1.86G 2MG (Jo's Computer	1,270.81	(1,270.81)	-	USD
2100643	3/1/2007	Computer Hardware	Network Wiring Madisonville office	2,375.35	(2,375.35)	-	USD
2100644	3/1/2007	Computer Hardware	Dell Latitude D820 Notebooks (3)	7,176.23	(7,176.23)	-	USD
2100645	3/7/2007	Computer Hardware	Workstation (Laura's Computer)	1,219.00	(1,219.00)	-	USD
2100646	3/15/2007	Computer Hardware	Workstation (Rick's CAD Workstation)	2,033.08	(2,033.08)	-	USD
2100647	4/1/2007	Computer Hardware	Dell Latitude D820 (2)	3,944.28	(3,944.28)	-	USD
2100648	4/2/2007	Computer Hardware	Magellan Mbl Mapper CE w/ ARCPAD GPS Unit	2,649.10	(2,649.10)	-	USD
2100649	6/1/2007	Computer Hardware	Dell Latitude D820 (Dana Grace)	2,067.00	(2,067.00)	-	USD

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Fixed Asset Equipment List
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Asset	Cap.date	Asset Category	Asset description	Acquis.val.	Accum.dep.	Book val.	Crcy
2100650	6/1/2007	Computer Hardware	Dell M90 (Dale Davis' Notebook)	4,238.94	(4,238.94)	-	USD
2100651	6/1/2007	Computer Hardware	Kerco Server and Network installation	18,885.32	(18,885.32)	-	USD
2100652	7/3/2007	Computer Hardware	Hiper+GB-500 RTK GPS Unit	40,943.56	(40,943.56)	-	USD
2100653	9/1/2007	Computer Hardware	Dell Laptop D830 (Andy's Laptop)	1,899.02	(1,899.02)	-	USD
2100654	9/1/2007	Computer Hardware	Netscreen SSg5 Firewall, 2 Buffalo Terastations, 1	5,642.32	(5,642.32)	-	USD
2100655	10/1/2007	Computer Hardware	2 Dell pc's w/monitors & printers (Bill & Dave)	4,423.35	(4,423.35)	-	USD
2100656	10/1/2007	Computer Hardware	Worldview misc network	917.85	(917.85)	-	USD
2100657	12/11/2007	Computer Hardware	WorldView backup instl & DSL Setup	1,205.50	(1,205.50)	-	USD
2100658	1/1/2008	Computer Hardware	ACC01 Server ACCVP Server TermSrv1 Server	20,504.64	(20,504.64)	-	USD
2100659	4/8/2007	Computer Hardware	42" Monitor GO Video	1,611.19	(1,611.19)	-	USD
2100660	4/1/2008	Computer Hardware	4 Dell Optiplex 755 Desktops and 3 Dell Latitude D	11,113.62	(11,113.62)	-	USD
2100661	2/15/2008	Computer Hardware	6 Dell E207FP 20" monitors	1,434.82	(1,434.82)	-	USD
2100662	2/18/2008	Computer Hardware	3G Router, 32": LCD Monitor, Wireless extender, HP	2,474.44	(2,474.44)	-	USD
2100663	2/19/2008	Computer Hardware	6 Optiplex 755 Minitowers	7,116.34	(7,116.34)	-	USD
2100664	3/3/2008	Computer Hardware	Cisco Catalyst 2960 48PT switch ; HP Procurve 24PT	1,951.18	(1,951.18)	-	USD
2100665	3/5/2008	Computer Hardware	Viewsonic Q19B 19 monitor	408.28	(408.28)	-	USD
2100666	3/10/2008	Computer Hardware	Symantec Multi-Tier Prot C/U 50 licenses	1,696.00	(1,696.00)	-	USD
2100667	3/13/2008	Computer Hardware	Hp SB 6710B T7300 laptop	1,481.16	(1,481.16)	-	USD
2100668	3/14/2008	Computer Hardware	HP Laptop, docking station and case, Adobe Acrobat	1,278.40	(1,278.40)	-	USD
2100669	3/14/2008	Computer Hardware	HP LJ P1505N Printer	269.39	(269.39)	-	USD
2100670	3/27/2008	Computer Hardware	Cisco Smartnet	244.99	(244.99)	-	USD
2100671	4/1/2008	Computer Hardware	Computer & Network Services	10,760.00	(10,760.00)	-	USD
2100672	4/8/2008	Computer Hardware	Dell Precision T7400 workstation	4,042.84	(4,042.84)	-	USD
2100673	4/8/2008	Computer Hardware	Dell Precision T7400 workstation	4,042.84	(4,042.84)	-	USD
2100674	5/6/2008	Computer Hardware	HP LJ P3005N printer	832.10	(832.10)	-	USD
2100675	5/6/2008	Computer Hardware	HP LJ 3055 Printer	596.00	(596.00)	-	USD
2100676	5/7/2008	Computer Hardware	Adaptec 5405 SATA/SAS Raid controller	402.60	(402.60)	-	USD
2100677	5/9/2008	Computer Hardware	5 Fujitsu FI5110C scanners	3,725.85	(3,725.85)	-	USD
2100678	5/9/2008	Computer Hardware	Dell Optiplex 755	1,446.44	(1,446.44)	-	USD
2100679	6/4/2008	Computer Hardware	Quantum SAS LT04 HH 3 GBS backup; HP Procurve 24pt	8,155.77	(8,155.77)	-	USD
2100680	6/4/2008	Computer Hardware	HP DL360 X5450 4G RPS	8,146.47	(8,146.47)	-	USD
2100681	5/27/2008	Computer Hardware	HP SC44GE	235.63	(235.63)	-	USD
2100682	6/6/2008	Computer Hardware	2 Fujitsu FI-5110C duplex scanners	1,567.51	(1,567.51)	-	USD
2100683	6/10/2008	Computer Hardware	Dell Precision T7400 workstation (Jill)	4,610.58	(4,610.58)	-	USD
2100684	6/13/2008	Computer Hardware	7 Dell Optiplex 755 workstations	7,478.47	(7,478.47)	-	USD
2100685	6/13/2008	Computer Hardware	PAN TB 30 L7500 workstation (Danny Wix)	3,538.96	(3,538.96)	-	USD
2100686	6/13/2008	Computer Hardware	2 HP SB L2045W 20" monitors	604.41	(604.41)	-	USD
2100687	6/13/2008	Computer Hardware	Dell Latitude D830 T7250 laptop	1,278.47	(1,278.47)	-	USD
2100688	6/16/2008	Computer Hardware	HP SB XW4600 E6850 workstation	2,161.25	(2,161.25)	-	USD
2100689	6/17/2008	Computer Hardware	Cisco 2950 24pt switch	1,486.91	(1,486.91)	-	USD
2100690	9/26/2008	Computer Hardware	Isilon Storage Array, 6 servers, Microsoft licensi	50,504.00	(50,504.00)	-	USD
2100691	9/12/2008	Computer Hardware	OptiPlex 755 Minitower Workstation	1,548.65	(1,548.65)	-	USD
2100692	9/12/2008	Computer Hardware	Dell	335.00	(335.00)	-	USD
2100693	9/26/2008	Computer Hardware	Isilon Storage Array, 6 servers, Microsoft licensi	25,252.00	(25,252.00)	-	USD
2100694	9/2/2008	Computer Hardware	Steelhead Model 520	11,246.60	(11,246.60)	-	USD
2100695	9/2/2008	Computer Hardware	Steelhead 550	11,675.90	(11,675.90)	-	USD
2100696	9/2/2008	Computer Hardware	Steelhead 250	5,294.70	(5,294.70)	-	USD
2100697	9/2/2008	Computer Hardware	Steelhead 250	5,294.70	(5,294.70)	-	USD
2100698	9/2/2008	Computer Hardware	Dell Latitude D830 laptop	1,566.69	(1,566.69)	-	USD
2100699	9/2/2008	Computer Hardware	Support for Steelhead 250-M	667.80	(667.80)	-	USD
2100700	9/2/2008	Computer Hardware	Support for Steelhead 250-M	667.80	(667.80)	-	USD
2100701	9/1/2008	Computer Hardware	4 FI-5110C Scanners	2,980.68	(2,980.68)	-	USD
2100702	8/28/2008	Computer Hardware	3 Latitude D830 Laptops	3,896.52	(3,896.52)	-	USD
2100703	8/26/2008	Computer Hardware	Microtek Scan Maker 1000XL Pro	1,908.00	(1,908.00)	-	USD
2100704	8/11/2008	Computer Hardware	GM Telcom Data Cable	1,428.03	(1,428.03)	-	USD
2100705	8/4/2008	Computer Hardware	Sony Ext Port	116.33	(116.33)	-	USD
2100706	8/4/2008	Computer Hardware	HP DJ 9800 30/20ppm printer	190.16	(190.16)	-	USD
2100707	8/4/2008	Computer Hardware	2 Hp LJ 3600N Printers	511.15	(511.15)	-	USD
2100708	8/4/2008	Computer Hardware	HP LJ P4014N 45 ppm printer	737.12	(737.12)	-	USD
2100709	8/4/2008	Computer Hardware	Dell Latitude D830 Laptop	1,611.62	(1,611.62)	-	USD
2100710	8/4/2008	Computer Hardware	4 Opti 755 Workstations	4,383.23	(4,383.23)	-	USD
2100711	8/4/2008	Computer Hardware	3 Lat D830 Laptops	3,899.95	(3,899.95)	-	USD
2100712	7/5/2008	Computer Hardware	Dell Optiplex 755 workstation	1,290.33	(1,290.33)	-	USD
2100713	7/10/2008	Computer Hardware	Hp SB DL360 E5420 SAS Server	4,890.59	(4,890.59)	-	USD
2100714	7/10/2008	Computer Hardware	Hp SB DL360 E5420 SAS Server	3,929.43	(3,929.43)	-	USD
2100715	5/9/2008	Computer Hardware	Dell E207FP 20" Plat Panel	263.94	(263.94)	-	USD
2100716	10/15/2008	Computer Hardware	APC Netshelter 42U computer cabinet	1,522.06	(1,522.06)	-	USD

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Asset	Cap.date	Asset Category	Asset description	Acquis.val.	Accum.dep.	Book val.	Crcy
2100717	10/21/2008	Computer Hardware	Fujitsu FI-5110C duplex Scanner	774.18	(774.18)	-	USD
2100718	10/14/2008	Computer Hardware	Isilon Storage Array, 6 servers, Microsoft licensi	28,726.02	(28,726.02)	-	USD
2100719	10/14/2008	Computer Hardware	Isilon Storage Array, 6 servers, Microsoft licensi	57,315.34	(57,315.34)	-	USD
2100720	10/28/2008	Computer Hardware	Symantec Backup Exec System 8.5 6 licenses	6,172.38	(6,172.38)	-	USD
2100721	10/31/2008	Computer Hardware	Dell Optiplex 755 minitower	1,222.18	(1,222.18)	-	USD
2100722	11/5/2008	Computer Hardware	Dell Latitude D830	1,370.58	(1,370.58)	-	USD
2100723	11/3/2008	Computer Hardware	Dell Optiplex and Monitor	3,323.09	(3,323.09)	-	USD
2100724	11/9/2008	Computer Hardware	Dell Latitude E4300 (Jill)	2,244.03	(2,244.03)	-	USD
2100725	11/26/2008	Computer Hardware	Fujitsu LB T5010 P8600 Laptop and HP DJ H470 mobil	2,300.64	(2,300.64)	-	USD
2100726	12/17/2008	Computer Hardware	Ilpswitch WSFTP Pro 2007 license	220.89	(220.89)	-	USD
2100727	1/16/2009	Computer Hardware	Dell Precision T3400	1,816.76	(1,816.76)	-	USD
2100728	1/12/2009	Computer Hardware	Buffalo Terastation	625.00	(625.00)	-	USD
2100729	1/8/2009	Computer Hardware	HP Procurve Switch 2610-24PT	515.38	(515.38)	-	USD
2100730	1/12/2009	Computer Hardware	Tripp Smart Online 3000VA UPS	1,637.10	(1,637.10)	-	USD
2100731	5/27/2009	Computer Hardware	Doubletake F/ESX Server	5,930.77	(5,930.77)	-	USD
2100732	5/13/2009	Computer Hardware	Riverbed Steelhead 550-M WAN Accel	7,917.14	(7,917.14)	-	USD
2100733	7/31/2010	Computer Hardware	Riverbed WAN Accelerator - St. Louis traffic	10,991.69	(10,991.69)	-	USD
2100734	7/31/2010	Computer Hardware	Riverbed WAN Accelerator - Madisonville traffic	10,840.51	(10,840.51)	-	USD
2100735	7/31/2010	Computer Hardware	Riverbed WAN Accelerator - Centertown traffic	10,840.51	(10,840.51)	-	USD
2100808	4/27/2012	Computer Hardware	Network Madisonville Office	16,574.36	(16,574.36)	-	USD
2100862	8/1/2012	Computer Hardware	Controller - Wireless 5500 Series LAN	34,670.75	(34,670.75)	-	USD
2100976	3/6/2013	Computer Hardware	Servers - Isilon Storage	85,788.08	(85,788.08)	-	USD
2100976	3/6/2013	Computer Hardware	Servers - Isilon Storage	27,436.03	(27,436.03)	-	USD
2101096	2/1/2014	Computer Hardware	Remote Desktop - Mobile Device Management	13,307.70	(13,307.70)	-	USD
2101117	4/1/2014	Computer Hardware	Servers - E-Mail Messaging Archive	5,556.13	(5,556.13)	-	USD
2101140	8/1/2014	Computer Hardware	IT - Silverpeak Bandwidth Optimization	43,275.43	(43,275.43)	-	USD
2101299	12/1/2015	Computer Hardware	Backup - AppAssure Backup Hardware	46,681.23	(29,824.12)	16,857.11	USD
2400004	11/1/2010	Mine Equipment	110'x30x7' Deck Barge CMS-416	69,613.92	(53,194.23)	16,419.69	USD
2400005	11/1/2010	Mine Equipment	120'x30'x7' Deck Barge CMS-539	61,424.04	(46,936.08)	14,487.96	USD
2400006	11/1/2010	Mine Equipment	Crane Barge SK-171	255,933.50	(195,567.00)	60,366.50	USD
2400007	11/1/2010	Mine Equipment	Barge #SJ194 (Coast Guard #665815)	413,588.54	(316,036.29)	97,552.25	USD
2400008	11/1/2010	Mine Equipment	Barge #SJ203 (Coast Guard #665824)	413,588.54	(316,036.29)	97,552.25	USD
2400009	11/1/2010	Mine Equipment	Barge #SJ211 (Coast Guard #665832)	413,588.54	(316,036.29)	97,552.25	USD
2400010	11/1/2010	Mine Equipment	Barge #SJ216 (Coast Guard #665837)	413,588.54	(316,036.29)	97,552.25	USD
2400011	11/1/2010	Mine Equipment	150'x35'x8' Flat Deck Dock Barge SK-170	486,096.75	(371,442.13)	114,654.62	USD
2400012	11/1/2010	Mine Equipment	Electric Barge Winch - 20 Ton LH	6,080.36	(6,080.36)	-	USD
2400013	11/1/2010	Mine Equipment	Electric Barge Winch - 20 Ton LH	6,080.36	(6,080.36)	-	USD
2400014	11/1/2010	Mine Equipment	Electric Barge Winch - 20 Ton RH	6,080.36	(6,080.36)	-	USD
2400015	11/1/2010	Mine Equipment	Electric Barge Winch - 20 Ton RH	6,080.36	(6,080.36)	-	USD
2400016	11/1/2010	Mine Equipment	Equality Coal Loadout	1,523,918.00	(835,879.48)	688,038.52	USD
2400017	4/14/2011	Mine Equipment	Truck - 2006 Ford F-350 Utility Truck	16,829.29	(16,090.28)	739.01	USD
2400018	6/23/2011	Mine Equipment	Tower - Hinge Hoist Tower	7,130.86	(6,688.17)	442.69	USD
2500000	5/1/2015	Mine Equipment	Continuous Miner - 41-MN-MN001	16,806.04	(6,346.46)	10,459.58	USD
2500001	5/1/2015	Mine Equipment	Continuous Miner - 41-MN-MN002	15,587.78	(5,886.41)	9,701.37	USD
2500002	3/1/2015	Mine Equipment	Belt Drive Group - 60" 200 HP	215,929.23	(88,147.52)	127,781.71	USD
2500003	3/1/2015	Mine Equipment	Switch - Dual VCB 1200 AMP	34,975.82	(14,277.97)	20,697.85	USD
2500004	3/1/2015	Mine Equipment	Power Center - 1200 KVA	52,960.48	(21,619.74)	31,340.74	USD
2500005	4/1/2015	Mine Equipment	Power Center - 2000 KVA	91,315.26	(35,889.07)	55,426.19	USD
2500006	3/1/2015	Mine Equipment	Power Center - 1500 KVA	67,173.10	(27,421.67)	39,751.43	USD
2500007	6/1/2015	Mine Equipment	Mine Monitoring - IT Tracking System	29,847.49	(24,379.78)	5,467.71	USD
2500008	6/1/2015	Mine Equipment	Fan - Ventilation & Installation	1,004,098.85	(363,522.13)	640,576.72	USD
2500015	11/1/2015	Mine Equipment	Air Switch	6,674.34	(3,337.18)	3,337.16	USD
2500016	11/1/2015	Mine Equipment	Boom Frame Discharge	2,622.07	(1,311.03)	1,311.04	USD
2500017	11/1/2015	Mine Equipment	Comveyor Material	68,054.48	(34,027.24)	34,027.24	USD
2500018	11/1/2015	Mine Equipment	Discharge Boom	2,622.07	(1,311.03)	1,311.04	USD
2500019	11/1/2015	Mine Equipment	Drive	5,720.87	(2,860.44)	2,860.43	USD
2500020	11/1/2015	Mine Equipment	Drive 200 HP	28,365.96	(14,182.99)	14,182.97	USD
2500022	11/1/2015	Mine Equipment	Drive Assembly	35,278.68	(17,639.35)	17,639.33	USD
2500024	11/1/2015	Mine Equipment	Drive Pony 75HP	5,720.87	(2,860.44)	2,860.43	USD
2500025	11/1/2015	Mine Equipment	Fire Suppression - Cars and Scoops	41,833.85	(20,916.93)	20,916.92	USD
2500027	11/1/2015	Mine Equipment	Pump - Flygt 27HP	5,840.06	(2,920.04)	2,920.02	USD
2500032	11/1/2015	Mine Equipment	Pump - 8" 140HP, 450V Pit Pump	26,935.74	(13,467.87)	13,467.87	USD
2500034	11/1/2015	Mine Equipment	Golf Cart - GC048	8,938.86	(4,469.43)	4,469.43	USD
2500035	11/1/2015	Mine Equipment	Golf Cart - GC047	8,938.86	(4,469.43)	4,469.43	USD
2500036	11/1/2015	Mine Equipment	Head Drive	44,336.72	(22,168.36)	22,168.36	USD
2500037	11/1/2015	Mine Equipment	Header 200HP	19,427.11	(9,713.55)	9,713.56	USD
2500038	11/1/2015	Mine Equipment	High Voltage Cable	103,094.80	(51,547.40)	51,547.40	USD

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2500039	11/1/2015	Mine Equipment	Hydraulic Takeup DBT 10 HP	3,575.53	(1,787.76)	1,787.77	USD
2500040	11/1/2015	Mine Equipment	Hydraulic Power Pack	8,104.57	(4,052.28)	4,052.29	USD
2500041	11/1/2015	Mine Equipment	Welder - Miller Big Blue 400D	1,311.03	(655.52)	655.51	USD
2500042	11/1/2015	Mine Equipment	Piggy Back 60HP	5,720.87	(2,860.44)	2,860.43	USD
2500043	11/1/2015	Mine Equipment	Pipe & Discharge Material	37,185.64	(18,592.82)	18,592.82	USD
2500044	11/1/2015	Mine Equipment	Power Box 60HP	8,104.57	(4,052.28)	4,052.29	USD
2500045	11/1/2015	Mine Equipment	Radial Stacker	66,981.83	(33,490.92)	33,490.91	USD
2500046	11/1/2015	Mine Equipment	Slope Belt - Additional	154,701.78	(77,350.90)	77,350.88	USD
2500047	11/1/2015	Mine Equipment	Start Box	10,369.08	(5,184.55)	5,184.53	USD
2500048	11/1/2015	Mine Equipment	Start Box - RVNR	10,369.08	(5,184.55)	5,184.53	USD
2500051	11/1/2015	Mine Equipment	Sub-Station 225PC	131,222.38	(65,611.20)	65,611.18	USD
2500052	11/1/2015	Mine Equipment	Tail Piece	11,680.11	(5,840.06)	5,840.05	USD
2500053	11/1/2015	Mine Equipment	Tail Piece	11,680.10	(5,840.05)	5,840.05	USD
2500054	11/1/2015	Mine Equipment	Tail Piece	11,680.11	(5,840.06)	5,840.05	USD
2500055	11/1/2015	Mine Equipment	Tail Pieces (5)	27,531.67	(13,765.83)	13,765.84	USD
2500056	11/1/2015	Mine Equipment	Takeup	3,575.53	(1,787.76)	1,787.77	USD
2500057	11/1/2015	Mine Equipment	Takeup	3,575.54	(1,787.77)	1,787.77	USD
2500058	11/1/2015	Mine Equipment	Takeup	3,575.53	(1,787.76)	1,787.77	USD
2500059	11/1/2015	Mine Equipment	Takeup 200 HP	16,447.51	(8,223.75)	8,223.76	USD
2500060	11/1/2015	Mine Equipment	Takeup Frame	476.73	(238.36)	238.37	USD
2500061	11/1/2015	Mine Equipment	Takeup Frame	476.75	(238.37)	238.38	USD
2500062	12/1/2015	Mine Equipment	Belt - 48" Conveyor Belting	41,416.20	(11,340.15)	30,076.05	USD
2500063	2/1/2016	Mine Equipment	Safety - Personal Dust Monitors	75,885.40	(18,971.35)	56,914.05	USD
2500064	1/1/2017	Mine Equipment	Seals - (5)	71,944.23	(8,564.79)	63,379.44	USD
2500065	1/1/2017	Mine Equipment	Rockdust Hole	29,508.56	(3,512.92)	25,995.64	USD
2500066	1/1/2017	Mine Equipment	Roof Bolter Boom Rebuild	16,905.94	(4,696.09)	12,209.85	USD
2500067	1/1/2017	Mine Equipment	Roof Bolter Boom Rebuild	19,062.00	(5,295.00)	13,767.00	USD
4200012	5/31/2007	Buildings	1 - Office Shop Warehouse and Bathhouse Building -	136,390.79	(46,287.25)	90,103.54	USD
4300016	12/31/2008	Buildings	1 - Shop Building 100-Feet x 120-Feet x 24-Feet	6,160.75	(1,774.14)	4,386.61	USD
4300017	12/31/2008	Buildings	1 - Shop Building 240-Feet x 45-Feet x 24-Feet	5,803.32	(1,671.21)	4,132.11	USD
4300018	12/31/2008	Buildings	1 - Rotary Breaker Trunion Assembly.	16,077.38	(16,077.38)	-	USD
4300019	12/31/2008	Buildings	2 - Stand Ladders	3,131.96	(3,131.96)	-	USD
4300020	6/15/2008	Buildings	1-Office Shop Warehouse and Bathhouse Building-250	20,971.22	(6,423.18)	14,548.04	USD
4300021	2/28/2009	Dock Facilities	1 - 400 Ton Truck Dump	14,330.85	(12,994.13)	1,336.72	USD
4300022	2/28/2009	Dock Facilities	1 - 377-Foot x 60-Inch Belt Conveyor	13,668.91	(12,393.94)	1,274.97	USD
4300023	2/28/2009	Dock Facilities	1 - Transfer Tower	11,464.68	(10,395.31)	1,069.37	USD
4300024	2/28/2009	Dock Facilities	1 - 1100 TPH Rotary Breaker	24,362.45	(22,090.05)	2,272.40	USD
4300025	2/28/2009	Dock Facilities	1 - 370-Foot x 42-Inch Belt Conveyor	7,423.39	(6,730.98)	692.41	USD
4300026	2/28/2009	Dock Facilities	1 - 10000 Ton Capacity Donut	5,732.35	(5,197.67)	534.68	USD
4300027	2/28/2009	Dock Facilities	1 - 415-Foot x 10-Foot x 10-Foot Reclaim Tunnel	28,203.11	(25,572.46)	2,630.65	
4300028	2/28/2009	Dock Facilities	1 - 655 x 60-Inch Donut Reclaim Conveyor	23,748.38	(21,533.24)	2,215.14	USD
4300029	2/28/2009	Dock Facilities	1 - 489-Foot x 72-Inch Barge Loadout Conveyor	22,424.94	(20,333.26)	2,091.68	USD
4300030	2/28/2009	Dock Facilities	1 - Nuclear Analyzer	28,661.70	(25,988.29)	2,673.41	USD
4300031	2/28/2009	Dock Facilities	1 - Retractable Barge Load-Out Boom	5,732.35	(5,197.67)	534.68	USD
4300032	6/1/2009	Haul Roads	9.77 Mile Haul Road Parkway to Paradise Plant	195,179.63	(171,828.62)	23,351.01	USD
4300033	7/31/2009	Haul Roads	13.46 Mile Haul Road Prep Plant to Dock	267,874.60	(234,034.63)	33,839.97	USD
4300034	7/1/2008	Haul Roads	1.31 Mile Haul Road Centertown Facilities Road	3,019.22	(2,875.78)	143.44	USD

Total	\$ 262,466,163.43	\$ (186,097,064.79)	\$ 76,369,098.64

Total By Category:	Acquis.val.	Accum.dep.	Book val.
Buildings	2,704,370.62	(720,039.66)	1,984,330.96
Bldg Improvements	1,457,532.13	(395,931.97)	1,061,600.16
Power Lines & Substations	2,102,201.91	(1,601,083.90)	501,118.01
Preparation Plants	42,800,984.82	(22,726,507.64)	20,074,477.18
Dock Facilities	7,930,453.17	(2,631,468.07)	5,298,985.10
Rail Facilities	4,859,707.58	(4,631,446.09)	228,261.49
Haul Roads	1,923,897.05	(1,391,470.73)	532,426.32
Mine Equipment	157,209,440.51	(116,434,741.60)	40,774,698.91
Mobile Equipment	35,863,308.42	(30,067,451.08)	5,795,857.34
Office Equipment	563,628.14	(511,344.68)	52,283.46
Computer Software	4,234,981.51	(4,186,778.91)	48,202.60
Computer Hardware	815,657.57	(798,800.46)	16,857.11
Total	\$ 262,466,163.43	\$ (186,097,064.79)	\$ 76,369,098.64

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20000029	1	SWITCH ETHERNET 5-PORT	222.28	USD
20000030	2	SWITCH ETHERNET 8-PORT	524.06	USD
20000031	1	SWITCH ETHERNET 5-PORT OFFICE	31.75	USD
20000032	1	SWITCH ETHERNET 8-PORT OFFICE	31.75	USD
20000033	1	SWITCH MANAGED 2 FIBER SC	1,022.90	USD
20000034	1	CONVERTER MEDIA MULTIMODE	155.72	USD
20000035	1	CONVERTER MEDIA SINGLE MODE	259.90	USD
20000036	1	CONVERTER MEDIA IND. MULTIMOD	350.25	USD
20000037	2	PANEL PATCH FIVER 24 PORT 1U	402.28	USD
20000038	2	STRIP POWER 19" W/SURGE (WSP-900RM)	190.69	USD
20000039	2	SWITCH ETHERNET 16 PORT RACK	179.68	USD
20000040	1	CONVERTER CHASSIS 12-PORT MED	556.50	USD
20000041	1	SUPPLY POWER CHASSIS REDUNDANT	164.30	USD
20000215	1	PLC MICRO LOGICS	1,177.85	USD
20000315	1	RELAY MAIN AUXILIARY (REESE CUP) NEW STY	178.42	USD
20000319	1	RELAY EMERGENCY STOP ORANGE TU (REESE CU	233.90	USD
20000443	2	PIN BATTERY CYLINDER	1,574.65	USD
20000444	2	PIN BATTERY LIFT	399.83	USD
20000445	1	PIN LOCK CYLINDER	-	USD
20000446	1	PIN LOCK CYLINDER	-	USD
20000452	1	CABLE THERMISTER	89.93	USD
20000455	1	HOLDER ACC MAGNETIC	275.60	USD
20000457	1	WHEEL DRIVE 5.4 RATIO	14,840.00	USD
20000463	1	MOTOR WHEEL	5,506.18	USD
20000464	3	ADAPTER FITTING BSPP-JIC	356.75	USD
20000465	3	ADAPTER HYDRAULIC	374.94	USD
20000468	2	CARTRIDGE PRESS REDUCING	315.10	USD
20000469	2	CARTRIDGE	193.23	USD
20000470	2	CARTRIDGE	233.06	USD
20000471	1	ASSY COVER CONTROLLER	1,045.11	USD
20000472	1	ASSY PLUG / CABLE	1,510.50	USD
20000476	1	ASSY QUICK DISCONNECT	444.40	USD
20000477	4	HYDROMETER	237.44	USD
20000486	7	CABLE PUMP MOTOR 2/0-2C	1,371.51	USD
20000488	1	MODULE LIONETICS PUMP	1,360.43	USD
20000497	11	FILTER ELEMENT	1,235.38	USD
20000498	14	FILTER ELEMENT	786.21	USD
20000499	4	ORING HOUSING	36.56	USD
20000502	1	SWITCH LIMIT	44.53	USD
20000506	2	SWITCH PANIC	528.02	USD
20000507	1	CONVERTER DC/DC	259.56	USD
20000508	1	BREAKER 98-006015 W SHUNT TRIP	1,902.75	USD
20000509	1	ACCELERATOR NEW ONLY	632.88	USD
20000510	1	CABLE RESET	404.11	USD
20000511	4	BOOT PUSHBUTTON	88.88	USD
20000512	3	BOOT PUSHBUTTON	89.26	USD
20000513	3	PUSHBUTTON	219.58	USD
20000514	4	PUSHBUTTON	705.97	USD
20000515	9	RELAY 128V DC	204.15	USD
20000516	6	SOCKET 8 PIN	66.69	USD
20000517	2	SWIVEL 90 LIVE	34.88	USD
20000518	3	WASHER	4.06	USD
20000519	1	MODULE LIONETICS DRIVE	4,430.08	USD
20000521	1	PLC LIONETICS	1,486.55	USD
20000522	1	HORN WARNING (855H-BA10CD)	-	USD
20000528	1	CYLINDER TRANSFER	1,550.50	USD
20000529	1	CYLINDER EJECTOR	2,744.98	USD
20000530	1	COMPENSATOR	1,306.79	USD
20000532	2	ASSY STEERING REMOTE	1,025.19	USD
20000533	1	VALVE SOLENOID	1,428.24	USD
20000534	5	ADAPTER BAR HANDLE	159.12	USD
20000535	1	CYBERSTICK	1,133.00	USD
20000547	3	BUSHING BRONZE	34.23	USD
20000551	8	KIT CAPACITOR	729.28	USD
20000552	8	CAP OIL FILL	262.88	USD
20000556	6	DIODE 150A 1KV DIODE	528.42	USD
20000558	1	RING WASHER	372.09	USD
20000559	1	CONVERTER LIGHT POWER - 12V	654.48	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20000560	1	CONVERTER DC - 24V - CYBER SYSTEM	679.25	USD
20000566	11	CABLE 3/0-4 TRAM (OLD#98-000627)	2,750.55	USD
20000586	2	CABLE LIONETICS DATA	615.08	USD
20000608	1	NUT PINION	209.75	USD
20000609	1	CORD IGBT DRIVER LONG	1,287.21	USD
20001065	1	ASSEMBLY [BATTERY PLUG] (B1251PG-8)	1,053.64	USD
20001072	1	PIN EJECTOR CYLINDER	141.33	USD
20001073	1	PUMP HYDRAULIC (SEE NOTE)	755.50	USD
20001074	1	CYLINDER STEERING	795.00	USD
20001075	1	CYLINDER BATTERY	1,225.36	USD
20001076	1	CYLINDER EJECTOR	3,015.70	USD
20001077	1	CYLINDER BUCKET	924.32	USD
20001080	1	ACCUMULATOR	-	USD
20001081	1	VALVE CHARGE	472.27	USD
20001082	1	SOLENOID BRAKE	1,088.27	USD
20001083	1	CONVERTER AC/DC	836.44	USD
20001085	1	RELAY I.S.R.	954.00	USD
20001086	1	DIODE L.E.D. RED	15.15	USD
20001087	3	SWITCH LIGHT	424.71	USD
20001088	2	SWITCH MASTER	362.14	USD
20001089	1	ASSY GLAND PACKING	157.73	USD
20001090	8	CABLE BATTERY	166.55	USD
20001091	1	SHAFT DRIVE MIDDLE	892.27	USD
20001093	4	STRAP	10.39	USD
20001094	8	BOLT	10.43	USD
20001102	2	BULB ASSY 120V SIDE PRONG	26.50	USD
20001123	6	FILTER CARTIDGE	293.64	USD
20001125	2	SPACER PIN	56.46	USD
20001126	1	BREAKER MAIN W/UVR	1,905.94	USD
20001155	1	CABLE BREAKER RESET	-	USD
20001180	5	LOCK BATTERY PLUG	609.50	USD
20001222	1	BREAKER, W/AUX. & 128V SHUNT	1,924.75	USD
20001232	1	SUPPLY POWER LIGHTS	185.50	USD
20001234	1	SWITCH FOOT (A800281)	673.10	USD
20001236	7	CONTACT	172.48	USD
20001237	7	CONTACT	212.00	USD
20001238	1	PIN EJECTOR CYLINDER	15.90	USD
20001240	2	FILTER	15.50	USD
20001253	6	SOCKET SIDE PRONG LAMP	133.56	USD
20001254	2	PLUG A4 GROMMET FOR 2/0 CABLE	381.60	USD
20001255	2	RECEPTACLE W/C5 GROMMET FOR 2/0 CABLE	477.00	USD
20001257	3	FILTER	36.36	USD
20001265	1	CONVERTER LIGHT	993.22	USD
20001298	1	FILTER AIR BUCYRUS DIESEL P18-2034	22.61	USD
20001299	2	FILTER SECONDARY AIR BUCYRUS AF490M	26.63	USD
20001310	1	GAUGE CONVERTER TEMPERATURE	155.34	USD
20001311	1	GAUGE OIL PRESSURE 0-80 PSI	132.72	USD
20001315	1	RESISTER	95.40	USD
20001317	1	PLUG OIL PAN	16.42	USD
20001318	1	SWITCH (SENDING UNIT) OIL PRESSURE	241.74	USD
20001336	1	GAUGE HOURMETER	139.88	USD
20001353	2	BELT V	41.92	USD
20001386	8	FILTER ELEMENT	621.15	USD
20001387	1	VALVE	36.70	USD
20001399	3	ORING	2.62	USD
20001400	3	RING BACK UP	9.12	USD
20001404	3	CAP FILLER	265.74	USD
20001406	1	SPACER	18.69	USD
20001412	2	ORING	2.78	USD
20001413	3	BULB/LAMP NEW STYLE	44.52	USD
20001414	3	BULB LAMP KIT BALLAST CONVERSION	367.29	USD
20001416	2	BALLAST	217.04	USD
20001423	2	VALVE CHECK	106.86	USD
20001429	3	SPACER	39.56	USD
20001451	3	LINK STEERING	52.11	USD
20001462	1	LIGHT SINGLE AREA	388.63	USD
20001476	14	CLAMP	159.38	USD
20001477	3	CLAMP	10.18	USD

Armstrong Energy, Inc.
 Schedule 2.2(b)(iv)
 Transferred Equipment
 Part and Supply Inventory List
 Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20001514	1	SWITCH LIGHT	862.53	USD
20001544	9	LINK ROLLER	647.76	USD
20001545	7	LINK CONNECTING	547.59	USD
20001546	6	LINK FLIGHT	462.88	USD
20001547	22	KEEPER PIN (880280027)	43.34	USD
20001548	1	BREAKER MAIN	1,992.64	USD
20001549	4	RING BACK-UP HOUSING	36.24	USD
20001550	4	ORING HOUSING	4.95	USD
20001551	4	FILTER ELEMENT	376.44	USD
20001552	4	ORING HOUSING	40.11	USD
20001553	4	RING BACK UP HOUSING	36.88	USD
20001554	20	PIN SHEAR	354.62	USD
20001572	3	PLUG WITH 4/0 TERMINALS	2,138.55	USD
20001590	1	KIT CUSHION	715.50	USD
20001642	82	ROLLER RETURN 48" X 5" DIA.	4,992.98	USD
20001894	1	SWITCH LOW OIL \ HIGH TEMP	-	USD
20001895	1	CABLE PLC TO DISPLAY	195.56	USD
20001897	5	SOLENOID FEEDER	1,349.78	USD
20001913	1	SWITCH PRESSURE	860.93	USD
20001914	1	BRIDGE RECTIFIER	17.54	USD
20001915	1	CONTACTOR VACCUUM	2,841.01	USD
20001918	1	PAD CAT	304.87	USD
20001919	1	PAD CAT	272.26	USD
20001923	4	SHIM	14.67	USD
20001924	4	SHIM CAT	39.95	USD
20001925	4	SHIM CAT	44.94	USD
20001926	4	SHIM CAT	77.46	USD
20001927	4	SHIM CAT	124.35	USD
20001928	1	HOLDDOWN CHAIN	278.88	USD
20001929	1	SWITCH TAPE	729.05	USD
20001939	1	ASSY TAIL SHAFT	4,028.00	USD
20001942	1	BASE RELAY	15.44	USD
20001943	1	EYE PHOTO	153.34	USD
20001945	1	BLOCK FUSE	-	USD
20001946	1	OVERLOAD	2,128.50	USD
20001947	1	SWITCH TACH	423.17	USD
20001948	1	SWITCH PROXIMITY	275.29	USD
20001950	1	TRANSFORMER	-	USD
20001952	1	SWITCH E-STOP	562.47	USD
20001953	1	SWITCH PRESSURE	809.11	USD
20001954	2	RELAY	122.59	USD
20001955	1	BASE RELAY	20.55	USD
20001956	1	SUPPLY POWER	488.46	USD
20001957	1	MODULE MEMORY	-	USD
20001958	1	SWITCH TRAM PRESSURE	353.00	USD
20001959	1	PUSH BUTTON	107.17	USD
20001960	1	PUSH BUTTON	106.36	USD
20001961	1	SWITCH E-STOP	185.60	USD
20001963	1	PUSH BUTTON	91.71	USD
20001964	4	PIN CAT PAD	78.61	USD
20001976	1	BUSHING - TAPER LOCK - P/B REDUCER	72.12	USD
20001977	1	BUSHING - TAPER LOCK - P/B MOTOR	42.98	USD
20001999	1	SWITCH 5 POSISTION	232.98	USD
20002181	4	SHAFT CUTTING	1,530.64	USD
20002185	115	ROLLER 42"X4" BOTTOM RETURN	5,290.40	USD
20002224	2	SWITCH FLOAT W/60` CABLE	731.40	USD
20002241	2	CABLE RESET	333.98	USD
20002567	2	BUSHING STEERING PIN	89.26	USD
20002569	2	WASHER STEERING PIN	30.13	USD
20002667	5	SENSOR PROXIMITY	566.70	USD
20002668	2	BELT 5 FOR 150HP HEADER	656.19	USD
20002682	4	BATTERY LITHIUM AB 1769BA	603.24	USD
20002699	1	HUB SIZE 5 FEMALE (DRIVE ROLLER SIDE)	2,689.22	USD
20002700	3	KIT RIDGID COUPLING BOLT SIZE 5	222.02	USD
20002701	2	PLATE CAP	14.68	USD
20002704	1	BUSHING 2" - E70 200 & 400 HP DRIVE RE	102.17	USD
20002705	1	BUSHING 3-3/8" - E70 - 200 & 400 HP DRI	102.17	USD
20002716	1	REDUCER DODGE TXT1015T 272600	6,032.28	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20002717	1	MOTOR 200HP 447TC 480 NEMA-C FOR VFD DRI	3,275.00	USD
20002737	2	PROCESSOR A/B COMPACT LOGIX 1769-L32E	5,780.14	USD
20002738	1	MODULE A/B INPUT 1769-IA16 ALLEN BRADL	249.08	USD
20002739	1	MODULE A/B ISOLATED RELAY OUTPUT	281.88	USD
20002740	1	MODULE A/B 8 CHANNEL ANALOG 1769-IFB	761.99	USD
20002741	1	CAP A/B END 1769-ECR ALLEN BRADLEY	57.41	USD
20002742	1	SUPPLY POWER A/B	307.89	USD
20002748	1	TRANSFORMER 3KVA - 480-120	218.84	USD
20002761	1	SUPPLY POWER 2.1 AMP	134.61	USD
20002762	2	RELAY 8 PIN	22.75	USD
20002763	2	KIT BOLT	114.48	USD
20002764	2	VALVE 120V P.B. SOLENOID	1,179.37	USD
20002765	2	HUB E70 OMEGA	1,232.34	USD
20002766	1	BUSHING E70 REDUCER SIDE	116.00	USD
20002767	1	BUSHING E70 MOTOR SIDE	128.56	USD
20002775	1	BUSHING 2-3/8" TAPER LOCK - PX120	49.75	USD
20002776	2	BUSHING 2-1/4" TAPER LOCK - PX120	66.22	USD
20002777	1	ELEMENT FLEX	194.14	USD
20002778	2	FLANGES DODGE COUPLING	636.49	USD
20002780	3	KIT P/B 235 SENSOR	47.70	USD
20002781	5	DIODE END OF LINE	0.31	USD
20002811	3	PLUG 140 DEGREE FUSED	283.57	USD
20002812	5	PLUG 200 DEGREE FUSED	457.27	USD
20002814	1	ROLLER DISCHARGE - 80" LONG SHAFT	6,148.00	USD
20002815	1	ROLLER DRIVE - 98" LONG SHAFT	5,673.80	USD
20002816	1	ROLLER TAKE UP - 79" LONG SHAFT	5,055.57	USD
20002817	1	ROLLER SNUB - 79" LONG SHAFT	2,058.15	USD
20002818	1	ROLLER SNUB - 70-1/4" LONG SHAFT	2,226.00	USD
20002820	1	ROLLER DRIVE - 99" LONG SHAFT	1,117.20	USD
20002821	1	ROLLER TAKE UP - 71" LONG SHAFT	3,342.46	USD
20002822	1	ROLLER HOLD UP - 68" LONG SHAFT	593.60	USD
20002823	1	ROLLER SPIRAL TAIL PIECE	2,767.08	USD
20002829	2	BEARING 1-15/16 PILLOW BLOCK	359.09	USD
20002946	625	BOLT 7 FT. MEGA W/DPI AND NYLON WASHERS	5,843.75	USD
20002992	1	FINGER	37.93	USD
20003013	1	SHAFT	157.22	USD
20003018	1	HUB FLEX FAULK	312.70	USD
20003030	1	LOGIC BOX IGBT	2,152.70	USD
20003032	1	CAP ASSY FLANGE	139.13	USD
20003033	2	CAP DUST	4.68	USD
20003107	1	FLOAT SWITCH	45.90	USD
20003193	1	PLUG MINER	1,164.20	USD
20003194	3	FUSE HIGHLINE 50 AMP SMD-3 S&C	5,247.00	USD
20003195	1	MONITOR GROUND 2250 HZ MINER	121.08	USD
20003196	7	FILTER 3 PHASE 2250 HZ BLUE	1,659.36	USD
20003199	1	SUPPLY POWER 100W24-28V	241.70	USD
20003202	1	PLUG TJB MALE LINE	880.49	USD
20003206	1	TRANSFORMER 5 KVA	397.50	USD
20003209	1	MONITOR HIGHVOLTAGE	90.00	USD
20003212	1	PLUG LINE POWER	370.08	USD
20003222	1	PLUG MALE	645.00	USD
20003253	3	FUSE 60 AMP 12KV LINEPOWER	254.54	USD
20003263	1	SWITCH LIMIT	18.53	USD
20003278	2	SWITCH E STOP PUSH BUTTON	93.22	USD
20003284	2	FUSE 1.5 AMP COOPER BUSSMANN	422.58	USD
20003289	2	CLIP CONTACT	52.58	USD
20003291	2	SWITCH MOMENTARY PUSH BUTTON	30.72	USD
20003292	3	FUSE 125 AMP 12KV LINEPOWER	353.43	USD
20003293	2	CONTACT BLOCK N/O GREEN	21.62	USD
20003303	11	BULB/LAMP GREEN NEON	75.68	USD
20003304	10	BULB/LAMP RED NEON	58.90	USD
20003305	3	BREAKER 15 AMP SINGLE POLE	35.07	USD
20003306	1	BREAKER 20 AMP 2 POLE	467.38	USD
20003324	1	SWITCH GE PISTOL GRIP	217.29	USD
20003330	3	BREAKER 5 AMP SINGLE	196.26	USD
20003331	3	BREAKER 20 AMP SINGLE POLE	112.18	USD
20003332	1	BREAKER 30 AMP 2 POLE GFI	372.44	USD
20003339	4	BULB/LAMP FLO 12.5" 8 WATT	189.50	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
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Material #	Total Stock	Description	Total Value	Crcy
20003340	1	BREAKER 800 AMP 5-25 UVR	4,554.40	USD
20003341	1	RECEPTACLE 700 AMP	714.03	USD
20003342	600	HOOK TELEWIRE	196.89	USD
20003343	1	BREAKER 225 AMP 5-25 UVR 1000V	2,096.76	USD
20003344	1	RECEPTACLE 300 AMP	360.80	USD
20003346	11	LUGS BREAKER	791.56	USD
20003347	6	LUGS BREAKER 225 AMP	140.22	USD
20003353	1	SHAFT EXTENSION	48.76	USD
20003356	1	ARM ASSY LEVER	91.16	USD
20003363	2	SWITCH ROLLER LEVER N/O-N/C	76.60	USD
20003364	1	BREAKER 30A 50-150 MAG 600V	-	USD
20003366	2	BREAKER 30AMP 90-300 TRIP 120V UV F FRA	1,327.56	USD
20003370	1	BREAKER 400 AMP 5-25 UVR 1000	2,096.76	USD
20003378	1	COUPLER 500 AMP - WITH 2/0 LUGS	744.12	USD
20003379	2	BREAKER 100 AMP 150-500 UVR	1,258.05	USD
20003380	1	BREAKER 50 AMP 150-500 UVR	668.91	USD
20003383	1	BREAKER 225A 350-700 UVR	2,327.28	USD
20003384	6	DIODE	339.93	USD
20003385	1	PLUG BREAKER	1,775.50	USD
20003443	3	MONITOR GROUND - ORANGE 3125	282.42	USD
20003455	2	SWITCH AUTO JET II 5/15 KV 600A	4,079.42	USD
20003475	4	SOCKET 11PIN RELAY	58.79	USD
20003491	4	FUSE 60A/500V FERRAZ SHAWMUT	57.71	USD
20003504	1	SWITCH SELECTOR	36.44	USD
20003507	1	SWITCH OPERATOR PUSH BUTTON	91.75	USD
20003509	2	CONTACT BLOCK	29.45	USD
20003559	3	MONITOR HYDRO COMP SENSER	1,948.87	USD
20003572	12	ASSY TEE AND NOZZEL	252.00	USD
20003582	43	CAPS BLOW OFF PB DELUGE	25.37	USD
20003588	13	SPRAY ATOMMIZING 450268	259.15	USD
20003638	2	CABLE & SENSOR OLD FAITHFULL	249.96	USD
20003685	1	SWITCH FLOW 1" PIPING ASSY	798.68	USD
20003686	1	HEAD SPRINKLER FIRE SUPPRESSION	21.20	USD
20003803	3	PHONE V/A MINE EMERGENCY	280.88	USD
20003804	61	WIRE SEAL	48.49	USD
20003805	3	BOTTLE NITROGEN	103.59	USD
20003806	1	ACTUATOR	104.11	USD
20003858	2	SPLICE ANSUL CABLE	31.79	USD
20003906	5	CAP BLACK ANSUL BLOW OFF	4.66	USD
20003937	3	SENSOR 50 PPMN CO	991.89	USD
20003939	1	ALARM REMOTE A\V FOR UNIT	568.70	USD
20003940	2	SENSOR P2140KPN-M 0-5% METHANE	-	USD
20003942	1	SENSOR 50 PPM NO	1,260.00	USD
20003944	1	SENSOR 1000PPM CO	1,069.00	USD
20003945	1	BARRIER INTERFACE BLUE	-	USD
20003994	2	JOINT (369)	23.57	USD
20004015	2	SWITCH FOOT IGBT	897.17	USD
20004551	6	RELAY	795.88	USD
20004577	4	HUB BEARING FRONT	19.33	USD
20004610	2	SPRING	199.51	USD
20004613	1	SPRING LEAF 4 5015-4	57.24	USD
20004655	12	LATCH W/BOLT & NUT	142.09	USD
20004656	1	FIXTURE ASSEMBLY LIGHT	437.40	USD
20004658	8	STUD	215.05	USD
20004659	10	NUT	109.39	USD
20004661	1	SEAL	52.79	USD
20004662	1	CUP BEARING	16.96	USD
20004663	1	CUP BEARING	17.19	USD
20004664	2	GLOBE AMBER	44.52	USD
20004665	1	CONE BEARING	24.69	USD
20004667	3	FILTER HYDRAULIC	94.74	USD
20004668	1	RELAY IS SAFEPAC	606.63	USD
20004675	4	SWITCH TAPE I'	686.88	USD
20004678	1	BLOWER	1,166.00	USD
20004683	1	CONNECTOR "T"	93.66	USD
20004684	8	LINK	140.08	USD
20004693	7	KIT GASKET	551.23	USD
20004696	2	ROD PANTOGRAPH LEVELING DRILL	490.72	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
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Material #	Total Stock	Description	Total Value	Crcy
20004700	1	PIN	47.91	USD
20004708	6	NUT SLOTTED	225.40	USD
20004709	1	CYCLONE EXTERNAL	231.10	USD
20004711	4	SPACER	51.22	USD
20004712	3	WASHER ATRS BEAM	5.47	USD
20004714	4	RING SNAP	9.62	USD
20004725	2	PIN EXTENSION CANOPY	99.13	USD
20004728	1	SHAFT	402.24	USD
20004759	1	ASSEMBLY BOOM ROLLER 36"	838.46	USD
20004781	4	BUSHING (2 HALVES = ONE)	86.66	USD
20004783	3	SHAFT	567.40	USD
20004787	2	CYLINDER FEED BARRELL 17-1/4"	2,786.34	USD
20004788	2	ELEMENT COUPLING (DOD015848 RAPTOR E20)	365.62	USD
20004793	1	BLOWER PINNER SHEAVE	93.49	USD
20004794	1	BUSHING SHEAVE PINNER BLOWER	26.47	USD
20004795	1	SPROCKET	221.26	USD
20004798	4	BELT V (B39-40)	51.81	USD
20004799	2	KEEPER	20.73	USD
20004808	3	SHAFT	316.32	USD
20004816	2	ADAPTER BLOWER	73.69	USD
20004819	4	BEARING ALIGNING SELF	103.50	USD
20004821	2	BEARING ALIGNING SELF	72.36	USD
20004829	1	BEARING WHEEL HUB	46.26	USD
20004839	2	COUPLING	1,104.52	USD
20004840	2	FINGER INDEXING	34.65	USD
20004848	6	NUT	65.16	USD
20004849	10	NUT INSERT NYLON	109.70	USD
20004852	12	NUT MACHINED	185.97	USD
20004860	1	ASSEMBLY PIN	59.20	USD
20004866	4	PIN CLEVIS	4.53	USD
20004867	1	PIN FOOT CYLINDER BOTTOM	19.82	USD
20004868	6	PIN CLEVIS	12.14	USD
20004874	2	RING SNAP	5.53	USD
20004890	1	PIN SPRING INDEX	3.76	USD
20004894	1	ASSEMBLY CHAIN TAKEUP LH	78.69	USD
20004895	1	ASSEMBLY CHAIN TAKEUP RH	78.69	USD
20004918	3	WASHER	15.53	USD
20004920	1	PIN TOP	142.63	USD
20004931	3	RING SNAP	4.96	USD
20004941	1	CYCLONE PARALLEL FLOW CASTING	222.11	USD
20004971	2	PIN DRILL FEED CYL	147.83	USD
20004972	20	C-CLIP RING SNAP	17.38	USD
20004983	8	PIN CLEVIS 1" LONG W/2 C-CLIP	8.80	USD
20004987	2	JOINT BALL	28.08	USD
20004996	1	VALVE FAST FEED ON-OFF	267.10	USD
20005112	2	CIRCUIT PANIC CABLE	167.70	USD
20005143	8	FILTER	162.47	USD
20005152	7	LINK	111.61	USD
20005243	2	BEARING FLANGE 2 BOLT (SFT27)	222.47	USD
20005400	1	FILTER AIR	18.39	USD
20005435	2	BEARING 2" P/B	628.22	USD
20005436	4	RING SEAL 4-15/16" W/ORING	402.31	USD
20005437	4	RING SEAL 6-15/16" W/ORING	728.60	USD
20005438	1	LOCK TAPER	60.72	USD
20005439	2	LOCK TAPER 3535 3-3/8"	153.13	USD
20005446	3	FILTER FUEL	58.95	USD
20005447	4	SERERATOR WATER	474.08	USD
20005454	2	BEARINIG P.B.	294.47	USD
20005458	4	RING SEAL 3-15/16"	129.00	USD
20005460	1	FILTER AIR	13.44	USD
20005538	2	FILTER OIL	12.43	USD
20005539	2	FILTER FUEL	16.50	USD
20005717	6	WRENCH SPANNER	425.10	USD
20005723	6	IDLER TOP 48" X 5" 35 DEG. LA	820.11	USD
20005731	266	IDLER TOP 42" 35 DEG. LA STY	32,617.56	USD
20005768	1	SHAFT CV PERMISSABLE RIDE (94-8024)	66.24	USD
20005782	2	FUEL CARTIRIDGE FUEL	58.96	USD
20005793	1	STARTER - GETMAN (NAPA 91-15-7139)	266.41	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
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Material #	Total Stock	Description	Total Value	Crcy
20005812	3	JOINT U	563.30	USD
20005874	1040	BELT CONVEYOR 42"3/500 3/16" X 1/16"	36,316.80	USD
20005875	1000	BELT CONVEYOR 48" FAR	30,080.00	USD
20005971	3	PLUG BATTERY	484.95	USD
20005991	2	BEARING BLOCK PILLOW 3-7/16"	2,066.58	USD
20005992	2	RECEPTACLE	328.60	USD
20006039	12	CORD REMOTE 48" LONG	1,703.35	USD
20006052	1	MOTOR TRAM 10D W / ADAPTER AND ORING	599.95	USD
20006056	2	CALIPER BRAKE	615.49	USD
20006063	21	STUD WHEEL	99.55	USD
20006069	2	KIT BEARING	27.92	USD
20006072	2	HEADLIGHT	586.21	USD
20006073	4	SPRING	27.60	USD
20006074	1	CABLE BRAKE	51.31	USD
20006075	1	CALIPER BRAKE	104.37	USD
20006076	2	SPRING	9.94	USD
20006078	2	KIT BEARING AXLE	69.72	USD
20006080	3	LAMP	14.27	USD
20006082	1	SWITCH	65.26	USD
20006084	2	ASSEMBLY HUB	101.47	USD
20006085	1	CONTROLLER	746.85	USD
20006087	1	LOGIC	514.07	USD
20006089	10	NUT LUG	7.95	USD
20006090	10	STUD	53.42	USD
20006102	1	GONG 4"	21.73	USD
20006103	1	SWITCH SLIDE DOUBLE POLE SINGLE THROW (D	10.18	USD
20006107	4	HEADLIGHT	110.93	USD
20006108	1	FILTER SEPARATOR WATER MINI TRAC (3432)	29.55	USD
20006112	1	ASSEMBLY LIGHT HEAD	82.55	USD
20006122	2	SWITCH OIL TEMP	219.52	USD
20006123	1	END TIE ROD LH	32.44	USD
20006125	1	END TIE ROD RH	31.97	USD
20006126	2	INDICATOR SERVICE FILTER	169.03	USD
20006127	10	NUT LUG	22.79	USD
20006128	1	SWITCH KEY	137.76	USD
20006130	3	CABLE BRAKE 37"	123.48	USD
20006131	22	FUSE BLADE AMP 40 (ATO TYPE)	6.58	USD
20006134	1	BREAKER AMP 15	7.23	USD
20006135	1	FUSE BLADE AMP 30 (W58-XB1A4A-30 ALLIED)	8.18	USD
20006136	5	BREAKER AMP 40	34.86	USD
20006138	1	STARTER (91-15-7159)	203.37	USD
20006139	1	ALTERNATOR (90-20-3576)	246.19	USD
20006140	1	ASSEBMLY COIL	35.94	USD
20006141	2	CARTRIDGE	370.03	USD
20006142	1	LEVER CABLE THROTTLE	195.67	USD
20006143	1	CABLE P / P 70"	45.48	USD
20006144	2	CABLE THROTTLE 168"	136.00	USD
20006145	1	MOTOR TRACTION	911.42	USD
20006146	2	SOLENOID FUEL SHUT DOWN	1,013.44	USD
20006148	8	STUD WHEEL	72.40	USD
20006149	6	NUT WHEEL	19.17	USD
20006150	1	SWITCH KEY	76.32	USD
20006154	1	CABLE P / P 89"	54.58	USD
20006155	1	CABLE THROTTLE 144"	60.26	USD
20006159	1	END TIE ROD LH	42.86	USD
20006160	1	TUBE TIE ROD	40.18	USD
20006161	1	END TIE ROD RH	47.54	USD
20006162	1	TUBE TIE ROD	28.03	USD
20006164	7	BOLT LUG	11.05	USD
20006169	1	ASSEMBLY SWITCH FOOT	91.77	USD
20006170	2	JOINT U	36.28	USD
20006182	2	BRAKE XP	449.30	USD
20006198	1	CONTROLLER	848.19	USD
20006199	1	CONTROLLER PERM RIDE 4WD	768.50	USD
20006206	1	ASSEMBLY PANEL LOFA	442.19	USD
20006207	2	BUTTON HORN & TRACTION	10.51	USD
20006208	2	COVER HORN & TRACTION	5.00	USD
20006210	1	SWITCH KILL BLACK	67.17	USD

Armstrong Energy, Inc.
 Schedule 2.2(b)(iv)
 Transferred Equipment
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Material #	Total Stock	Description	Total Value	Crcy
20006211	2	BLOCK CONTACT	137.57	USD
20006212	1	SWITCH	69.19	USD
20006219	1	ASSEMBLY SWITCH FOOT COMPLETE (BUG431)	199.81	USD
20006226	5	FILTER OIL (NAPA 7085)(P550335)	13.05	USD
20006227	3	FILTER FUEL	20.13	USD
20006228	3	FILTER HYDRAULIC (NAPA 1495)	62.38	USD
20006229	2	FILL CAP	67.82	USD
20006231	1	ALTERNATOR	816.36	USD
20006234	4	LAMP HEADLIGHT	50.82	USD
20006235	4	FILTER AIR (NAPA 6294)	73.65	USD
20006236	1	BELT ALTERNATOR	17.99	USD
20006244	1	PLUG	152.38	USD
20006245	1	RECEPTICAL	249.10	USD
20006249	1	SENSOR/ PRESSURE OIL	201.85	USD
20006257	1	SWITCH KILL RED	95.59	USD
20006258	1	BREAKER E2F050KMU37	1,302.41	USD
20006275	10	NUT LUG	5.00	USD
20006279	1	POST BIT	157.94	USD
20006282	1	KIT CONTACT BLOCK	70.76	USD
20006309	1	HANDLE JOYSTICK	27.96	USD
20009109	1	DRIVESHAFT REAR	714.25	USD
20009269	8	BELT BANANA SCREEN 5VX950	212.76	USD
20009275	8	BELT 8V2120 CYCLIC FEEDER	971.92	USD
20009276	12	BELT V SCHNEICK DRYER	451.68	USD
20009327	14	BELT V RECLAIM CONVEYOR #1	588.70	USD
20009352	8	BELT V CLARIFIED WATER 5VX1500	362.11	USD
20010411	4	BELT 5VX1030	115.71	USD
20010412	4	BELT	397.92	USD
20010413	3	BELT	101.51	USD
20010414	3	BELT	74.59	USD
20010415	5	BELT 5VX1080	156.65	USD
20010416	2	BELT 5VX900	49.50	USD
20010417	4	BELT	145.92	USD
20010418	5	BELT	195.87	USD
20010511	2	BELT	16.14	USD
20010550	4	BELT V	104.12	USD
20010579	3	FILTER ELEMENT OIL HYDRAULIC NAPA 1819	132.76	USD
20010597	1	FILTER FUEL	5.94	USD
20010603	2	HORN (730-1054)	31.78	USD
20010607	2	ELEMENT (20057K99)	158.89	USD
20010608	2	COUPLING HALF 3/4"	78.23	USD
20010615	2	COUPLING HALF 1"	84.59	USD
20010624	2	CHAIN BANTUM DUSTER 40-2	45.26	USD
20010755	5	BELT V DILUTE MEDIA 5VX1400	196.31	USD
20010811	4	BELT PLANT COMPRESSOR	25.06	USD
20010817	2	FILTER AIR	31.72	USD
20010835	3	GOOD YEAR EAGLE PD BELT MAG SEPARATOR	1,394.79	USD
20010917	1	INSERT SPLINED THREAD PUMP MOTOR STAMLER	646.71	USD
20010957	1	FILTER OIL DIESEL BOLTER	10.83	USD
20010958	2	FILTER AIR INNER DIESEL BOLTER	30.58	USD
20010959	2	FILTER AIR OUTER DIESEL BOLTER	56.69	USD
20011393	1	CARD ANALOG 1769-IF4 ALLEN BRADLEY	455.56	USD
20011466	28	STUD WHEEL	382.87	USD
20011467	22	NUT LUG	113.50	USD
20011468	24	WASHER FLAT	9.63	USD
20011484	1	FILTER WATER	41.07	USD
20011534	1	VALVE LOCK LOAD	400.30	USD
20011668	3	SWITCH SPRING FOOT	40.62	USD
20011753	2	FILTER ELEMENT (NEW#4176173)	59.68	USD
20011755	3	MODULE SCR	2,216.41	USD
20011757	2	BANK CAPACITOR (244727)	4,468.60	USD
20011765	3	FILTER ELEMENT (NEW#223465)	119.24	USD
20011766	2	FILTER ELEMENT TRANSMISSION	74.34	USD
20011767	1	FILTER ELEMENT-PRE 30 MICRON RACOR	76.25	USD
20011769	1	FILTER-OIL DEUTZ	9.83	USD
20011770	2	FILTER ELEMENT AZ5	40.00	USD
20011771	2	BELT ALTERNATOR BUCYRUS DIESEL SCOOP ***	-	USD
20011772	3	BELT WATER PUMP & FUEL PUMP DIESEL SCOOP	196.39	USD

Armstrong Energy, Inc.
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Material #	Total Stock	Description	Total Value	Crcy
20011778	1	SWITCH E-STOP BUCYRUS DIESEL SCOOP	83.43	USD
20011781	4	FILTER ELEMENT	255.25	USD
20011784	1	BRAKE SERVICE	416.26	USD
20011787	3	MAGNET COIL	133.56	USD
20011792	2	MODULE SCR	948.43	USD
20011793	1	CONTACTOR SGL POL 200A	370.53	USD
20011794	1	SWITCH FOOT (NEW PART# 236465)	-	USD
20011795	1	CYLINDER MASTER	172.78	USD
20011814	7	ASSEMBLY DIODE	349.23	USD
20011815	8	COIL SUPPRESSOR (NEW #236335)	351.86	USD
20011828	142	WASHER FLAT 1/2" STAINLESS (98017A209)	18.23	USD
20011829	1	BEARING BLOCK PILLOW 1-3/4"	37.10	USD
20011832	4	BOLT U W/NUT AND WASHER	16.96	USD
20011834	1	ASSEMBLY BRAKE PARKING	426.94	USD
20011835	8	BRUSH CARBON - TRAM MOTOR	102.44	USD
20011844	4	ELEMENT HE-IO PILOT SCREW-ON	140.26	USD
20011847	2	KIT JOINT U	41.07	USD
20011852	32	NUT	11.58	USD
20011857	2	PIN BUCKET LIFT	29.68	USD
20011861	2	SWITCH SNAP	98.46	USD
20011873	3	ASSEMBLY SPRING EXTENSION BAR PANIC	-	USD
20011874	2	STRAINER	44.52	USD
20011879	32	STUD	79.84	USD
20011881	2	SWITCH SELECTOR LIGHT	136.90	USD
20011897	40	WASHER FLAT 3/4" HARDENED	42.00	USD
20011907	39	WASHER FLAT 9/16"	20.67	USD
20011912	2	DRIVELINE REAR SCOOP 2138	2,079.93	USD
20011925	8	BRUSH MOTOR PUMP	63.60	USD
20011929	3	BOARD LOGIC MOTOR DUAL X90	1,136.48	USD
20011936	171	WASHER LOCK STAINLESS STEEL 1/2"	90.63	USD
20011941	1	SWITCH	666.62	USD
20011942	1	CYLINDER STEERING	410.17	USD
20011956	1	RELAY 354652	45.86	USD
20011964	1	NUT INPUT TRAM MOTOR CAT CAR	14.70	USD
20011985	1	REGULATOR	183.41	USD
20012047	2	SEAL FRONT WHEEL (11899)	31.12	USD
20012049	1	MAGNET	13.78	USD
20012131	2	RESISTOR HEADLIGHT	34.94	USD
20012185	1	HUB 2.50 BORE 5/8" X 5/16" KEY	509.60	USD
20012198	2	MONITOR W/4000HZ CARD FACEPLAT	286.26	USD
20012200	3	TRAP GM1004 ARC GULTON	1,928.73	USD
20012205	8	FILTER PHASE 3125HZ ORANGE	2,494.77	USD
20012212	1	ELEMENT OMEGA E70	458.62	USD
20012231	1	CABLE 5 PIN FLETCHER	101.50	USD
20012250	4	LINK ROLLER	-	USD
20012276	2	SWITCH TRAM DIRECTIONAL	1,095.11	USD
20012289	1	GONG MAGNET BASE	445.20	USD
20012292	2	PIN EJECTOR	162.26	USD
20012299	1	END YOKE	25.19	USD
20012302	10	LINK CONNECTING	-	USD
20012328	2	SWITCH PANIC 6"	617.86	USD
20012330	1	CAPACITOR REBUILD	717.14	USD
20012338	2	SENSOR THERMISTER	215.26	USD
20012342	1	SWITCH MASTER DIRECTIONAL	167.48	USD
20012343	1	ASSEMBLY CAP FILL	144.37	USD
20012345	2	LINK CONNECTING FLIGHT	-	USD
20012380	1	ASSEMBLY ROTOR 8HU84 FAN	56,180.00	USD
20012381	1	HOUSING SKF BEARING FAN	1,130.00	USD
20012382	2	NUT LOCK	51.82	USD
20012383	1	HOUSING SKF BEARING FAN	588.72	USD
20012384	2	WASHER LOCK	13.98	USD
20012385	1	BEARING 4-5/16" FAN	709.97	USD
20012386	1	BEARING 4-3/16" FAN	443.44	USD
20012387	1	LOCK 4-5/16" TAPER FAN	403.27	USD
20012388	1	LOCK 4-3/16" TAPER FAN	178.10	USD
20012389	2	SEAL 4-5/16" GREASE FAN	114.32	USD
20012390	2	SEAL 4-3/16" GREASE FAN	65.38	USD
20012391	1	RING RETAINER 4-5/16" FAN	52.47	USD

Armstrong Energy, Inc.
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Material #	Total Stock	Description	Total Value	Crcy
20012392	1	NUT 4-5/16" - FAN	45.50	USD
20012478	1	COUPLING PUMP	955.82	USD
20012647	7	RECEPTACLE MILLER SINGLE PRONG	115.01	USD
20012828	5	BELT SCHNEICK DRYER FLOTATION 8VX1900	633.94	USD
20012976	2	BELT FEEDER JEFFERY 480H150	47.66	USD
20013665	4	BELT V	383.72	USD
20015496	1	SENSOR ANALOG SLIP 452	360.89	USD
20015874	3	CARTRIDGE NITROGEN LT-10-R (13193)	117.06	USD
20018594	3	KIT CONNECTOR	550.00	USD
20019078	33	RING SNAP	64.68	USD
20019392	73	NOZZLE MINER WHIRLJET NYLON	179.51	USD
20019398	8	NOZZLE SPRAY TIP BRASS	201.60	USD
20019399	6	SPRAY	300.85	USD
20019585	1	RELAY	77.46	USD
20019601	1	CONNECTOR 12 POS	39.11	USD
20019625	3	ASSEMBLY BURSTING DISC	49.50	USD
20019646	1	LENS ASSY. HEADLIGHT MCI (2013-35120-1)	140.98	USD
20019647	4	SHIM	37.75	USD
20019648	4	SHIM	21.08	USD
20019652	1	TRANSFORMER .250 KVA 480V/120V	195.59	USD
20019681	1	LINE BRAKE STEEL 3/16 X 60"	9.21	USD
20019715	5	BOARD CIRCUIT PRINTED (5 LIGHT)	2,297.05	USD
20019717	4	BOARD LAMARCHE	900.00	USD
20019727	2	KIT LINER 910-0291	186.56	USD
20019732	1	CABLE BRAKE	87.47	USD
20019742	2	BEARING FLANGE 1-15/16" 4 HOLE BASE	244.10	USD
20019743	2	BEARING 3-15/16 (22222EK/C3)	537.84	USD
20019749	4	TERMINAL	170.45	USD
20019751	2	BEARING FOR 4-15/16" PILLOW	1,196.35	USD
20019752	2	RING SEAL SPLIT TYPE	903.08	USD
20019753	1	BEARING SPLIT TYPE 6 15/16"	6,784.69	USD
20019756	1	HOUSING PILLOW BLOCK 4-15/16"	556.03	USD
20019757	1	HOUSING PILLOW BLOCK SPLIT 6-15/16"	1,280.00	USD
20019774	2	ADAPTER BEARING 4-15/16"	314.14	USD
20019775	2	ADAPTER BEARING 6-15/16"	259.06	USD
20019776	1	RING STABILIZER 6-15/16"	48.45	USD
20019779	2	RING STABILIZER 4-15/16"	70.45	USD
20019781	2	BEARING TAPERED BORE 6-15/16"	3,367.52	USD
20019787	4	BULB LAMP KIT 26W 120V	159.55	USD
20019793	2	ADAPTER 6-7/16"	528.46	USD
20019794	4	RING SEAL 6-7/16"	556.88	USD
20019795	1	RING LOCK 6-7/16"	60.75	USD
20019805	2	BEARING FLANGE PILOTED 2-1/2"	441.66	USD
20019807	3	BEARING FLANGE 1-15/16" TYPE	311.55	USD
20019808	2	BEARING PILLOW BLOCK 4-1/2"	2,399.87	USD
20019809	2	BEARING PILLOW BLOCK 2-15/16"	651.52	USD
20019810	2	BEARING PILLOW BLOCK 3-15/16"	1,593.50	USD
20019811	2	BEARING PILLOW BLOCK 3-7/16"	905.66	USD
20019814	2	BEARING PILLOW BLOCK 3-7/16"	1,010.34	USD
20019815	2	BEARING PILLOW BLOCK 4-7/16"	1,991.87	USD
20019816	2	HOUSING (SAF526 X 4-7/16")	1,192.08	USD
20019817	2	BEARING FOR 4-7/16" BLOCK (22226EK/C3)	1,156.12	USD
20019818	2	ADAPTER BEARING 4-7/16" (SNW26 X 4-7/16)	354.06	USD
20019827	1	HOUSING 3-15/16" (SAF522 X 3-15/16")	257.59	USD
20019828	2	ADAPTER 3-15/16" BEARING(SNW22 X 3-15/16	129.10	USD
20019835	1	HOUSING 6-1/2" & 6-7/16"(SAF536 X 6-1/2	1,050.04	USD
20019836	2	BEARING 6-1/2" & 6-7/16" (22236CCKC3W33)	1,340.68	USD
20019842	1	RING STABILIZER 3-15/16" (SR22-19)	-	USD
20019852	2	BEARING PILLOW BLOCK 3-15/16"	2,737.14	USD
20019862	10	CHAIN ROLLER 100H ANSI COTTERED	268.04	USD
20019868	20	CHAIN ROLLER 180-2 ANSI COTTERED	2,571.98	USD
20019872	1	FLEX HUB	482.30	USD
20019876	1	HUB FLEX COUPLING ROTARY BRK	237.64	USD
20019877	2	SET FASTENER COUPLING ROTARY BRK	118.30	USD
20019905	2	SLEEVE EXPOSED BOLT	742.04	USD
20019908	2	SLEEVE EXPOSED BOLT	395.53	USD
20019909	1	HUB FLEX	120.52	USD
20019910	1	HUB FLEX FAULK	482.30	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
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Material #	Total Stock	Description	Total Value	Crcy
20019912	2	SET FASTENER 10 SET	128.86	USD
20019919	1	HUB FLEX FAULK	312.70	USD
20019925	9	LINK ROLLER 100H ANSI CHAIN	59.35	USD
20019927	7	LINK ROLLER 140H ANSI CHAIN	85.05	USD
20019936	10	CHAIN ROLLER 160H COTTERED	507.74	USD
20019937	5	LINK CONNECTING 100H ANSI ROLLER	25.92	USD
20019938	4	LINK ROLLER	65.92	USD
20019940	6	LINK CONNECTING 140-2 ANSI ROLLER	92.21	USD
20019942	8	LINK CONNECTING 160-2 ANSI ROLLER	158.32	USD
20019943	7	LINKCONNECTING 160H ANSI ROLLER	105.51	USD
20019946	8	LINK CONNECTING 180-2 ANSI ROLLER	304.44	USD
20019955	4	LINK OFFSET 100H ANSI ROLLER C	40.70	USD
20019957	6	LINK OFFSET 140-2 ANSI ROLLER	195.72	USD
20019959	3	LINK OFFSET 180-2 ANSI ROLLER	307.80	USD
20019960	3	LINK OFFSET 160H ANSI ROLLER C	92.64	USD
20019962	6	LINK OFFSET 160-2 ANSI ROLLER	301.03	USD
20019970	10	LINK ROLLER 160H ANSI CHAIN	179.58	USD
20020037	5	PIN PUNCTURE W/ORING	120.92	USD
20020044	12	NOZZLE 1/2"	156.33	USD
20020047	11	CAP RED BLOW OFF WITH LANYARD	20.64	USD
20020048	1	ACTUATOR MANUAL	83.65	USD
20020049	1	MODULE CHECKFIRE DETECTION & CONTR MP-N	795.41	USD
20020053	3	SENSOR METHANE	1,674.68	USD
20020057	1	GATEWEAY MOXI MB3180	364.25	USD
20020060	8	PLATE FACE	863.10	USD
20020064	2	SWITCH SPILL 194940	710.20	USD
20020065	1	SUPPLY POWER 120V METHANE	231.94	USD
20020066	1	READOUT DIGITAL LED METHANE MONITOR	66.23	USD
20020075	7	MAGNET METHANE MONITOR	72.55	USD
20020094	1	GLAND PACKING LAMP BODY AR100 W/O	414.62	USD
20020095	2	PLUG PLG-I	20.42	USD
20020096	8	CONNECTOR HE50	77.12	USD
20020097	1	HEADLIGHT HE50	318.00	USD
20020843	16	PACKING GLAND 90 DEGREE 5/8"	374.18	USD
20020849	16	GLAND PACKING STRAIGHT 5/8"	346.02	USD
20020850	6	GLAND PACKING 90 DEGREE 3/4"	111.30	USD
20020851	6	GLAND PACKING STRAIGHT 3/4"	111.44	USD
20020884	2	SENSOR PHOTO	130.88	USD
20020889	11	PHONE MINE COMMUNICATOR III	966.12	USD
20020890	4	FILTER 3 PHASE FREQ. 4000HZ BLACK	1,472.34	USD
20020909	2	BOARD CONTROL DIESEL SCOOP (300586)	592.92	USD
20020916	1	RELAY I.S.	745.50	USD
20020964	15	FUSE 100A 600V TIME DELAY	170.66	USD
20021044	1	MOTOR ELECTRIC 800HP 4160V 1180	29,680.00	USD
20021049	1	MOTOR AC 700HP 8211S ODP 4160V	-	USD
20021081	2	GLOBE CLEAR	44.52	USD
20021082	1	BULB/LAMP 40W ALUM FLUOR	616.79	USD
20021146	1	RELAY GROUND FAULT GT137	253.40	USD
20021147	3	FUSE 12KV 200AMP LINEPOWER	1,074.78	USD
20021157	1	PLUG LINE MOUNTED 4/0 RD 400A	829.63	USD
20021163	2	SWITCH LIMIT 9007C54K	274.78	USD
20021213	2	SENSOR CABLE	212.00	USD
20021217	1	TRIP UNIT CAPACITOR TRIP SHUNT OR UV120	291.69	USD
20021225	4	CONTACT BLOCK	116.54	USD
20021226	4	CONTACT BLOCK	57.30	USD
20021227	1	SWITCH PUSHBUTTON OPERATOR UNIVERSAL	26.01	USD
20021230	2	RELAY 8 PIN 120 VOLT	21.03	USD
20021231	5	STATION PUSHBUTTON ON-OFF 600V	484.62	USD
20021232	1	SWITCH SELECTOR	36.29	USD
20021270	3	RELAY 11 PIN 110V DC	68.78	USD
20021283	1	OVERLOAD	545.00	USD
20021284	2	OVERLOAD	1,353.78	USD
20021321	1	TRANSFORMER 150 KVA DRY TYPE 7200 D PRI	7,175.14	USD
20021327	2	TRANSFORMER DRY 1000 KVA 7200 DELTA-995	43,894.60	USD
20021448	1	I.S RELAY	1,042.06	USD
20021449	1	SAFEPAK GEMS ST-54820 IN 90-125V OUT	809.84	USD
20021451	4	GAUGE TORQUE FLETCHER DRILL	606.11	USD
20022605	2	RELAY C113W GROUND FAULT WALLACE SUBS	373.40	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
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Material #	Total Stock	Description	Total Value	Crcy
20022608	1	RECEPTACLE FIG67 WALLACE	489.09	USD
20022609	1	PLUG FIG 64 600AMP	496.88	USD
20024610	1	FUSE 40A HV DIN SYLE NORBERG	178.36	USD
20024712	11	BULB/LED CLEAR	67.69	USD
20024913	3	SWITCH LIMIT 10A 600V	372.23	USD
20024916	1	SWITCH MUSHROOM PB PUSH/PULL BLANK 1 NC	29.67	USD
20025218	5	LINK FLIGHT	267.15	USD
20025221	28	PIN T HEAD	42.00	USD
20025224	3	PLUG 700 AMP LINE MOUNTED	1,992.02	USD
20025252	6	MAGNET 5" RING	300.00	USD
20025253	6	MAGNET 4" RING	322.50	USD
20025379	13	PIN CRAWLER COLLAR	177.24	USD
20025380	14	PIN ROLL CRAWLER	70.35	USD
20025381	6	PIN CRAWLER	141.89	USD
20025454	1	TRANSFORMER DRY 1000 KVA LOW PROFILE UG	18,455.00	USD
20025462	3	FILTER FUEL (NAPA# 3634)	53.23	USD
20025463	3	FILTER OIL (NAPA# 7214)	36.42	USD
20025468	1	FILTER OUTER AIR (P601280)	18.70	USD
20025469	1	FILTER INNER AIR (P601286)	12.07	USD
20025549	1	BREAKER 150AMP	1,346.14	USD
20025551	2	FILTER ELEMENT	84.18	USD
20025631	1	MOTOR HYDRAULIC FLINGER	577.70	USD
20025640	1	BELT ENGINE V-BELT	60.81	USD
20025641	1	STARTER 904 MERCEDES 12V (91-01-4563)	258.28	USD
20025642	1	ALTERNATOR 904 MERCEDES 12V	189.60	USD
20025644	2	FILTER AIR PRIMARY	40.68	USD
20025645	1	FILTER AIR SECONDARY	15.57	USD
20025646	2	FILTER OIL (P553771)	8.86	USD
20025647	2	FILTER SECONDARY FUEL (P554620)	15.29	USD
20025649	2	FILTER TRANS ELEMENT (P55-0445)	34.56	USD
20025651	2	BELT FUEL AND WATER PUMP	41.32	USD
20025652	2	BELT ALTERNATOR	30.72	USD
20025653	4	BELT FAN DRIVE	95.36	USD
20025654	1	SWITCH MURPHY	191.86	USD
20025655	1	DIODE ALTERNATOR EXCITE	15.00	USD
20025700	4	PIN	52.19	USD
20025717	2	CABLE RESET CAT SCOOP 624464	-	USD
20025767	1	VALVE RELIEF	120.00	USD
20025768	2	LINK	18.02	USD
20025769	1	CABLE	134.62	USD
20025770	1	VALVE DUMP	74.41	USD
20025771	1	VALVE BRAKE SOLENOID	360.40	USD
20025772	1	VALVE PRESSURE REDUCING	143.10	USD
20025774	1	SWITCH LIGHT	69.96	USD
20025775	1	SWITCH PARK BRAKE	100.00	USD
20025776	1	BUTTON HORN	26.00	USD
20025777	1	RELAY	164.83	USD
20025778	1	SWITCH IGNITION	74.00	USD
20025779	1	SWITCH SAFETY	53.00	USD
20025780	5	PIN STEERING	137.80	USD
20025781	2	NUT STEERING CAT SCOOP	7.84	USD
20025782	2	BEARING	2,230.84	USD
20025783	2	ADAPTER	601.54	USD
20025784	2	RING SEAL	223.26	USD
20025785	1	RING STAB	50.02	USD
20025787	1	HOUSING BEARING	1,462.99	USD
20025820	1	CALIPER BRAKE	118.88	USD
20025839	5	TUBE SENSOR	332.55	USD
20025855	4	STUD REAR WHEEL	38.12	USD
20025856	8	NUT LUG	29.00	USD
20025857	1	SEAL FRONT HUB	28.04	USD
20025858	2	BEARING FRONT INNER	90.91	USD
20025859	2	BEARING FRONT OUTTER	75.50	USD
20025860	3	PADS FRONT BRAKE	300.06	USD
20025861	2	PADS REAR BRAKE	144.48	USD
20025865	2	SWITCH OFF - ON (TG6145)	13.14	USD
20025867	2	UJOINT	149.89	USD
20025868	4	END LH INNER TIE ROD	230.44	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
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Material #	Total Stock	Description	Total Value	Crcy
20025869	2	END RH INNER TIE ROD	115.89	USD
20025870	3	END LH OUTER TIE ROD	292.02	USD
20025871	2	END RH OUTER TIE ROD	209.44	USD
20025872	1	SEAL AXLE	42.11	USD
20025873	1	SEAL PINION	42.44	USD
20025874	20	STUD FRONT WHEEL	240.00	USD
20025875	2	JOINT UPPER BALL	176.23	USD
20025876	2	JOINT LOWER JOINT	240.00	USD
20025921	1	SOFTSTART 360 AMP	4,754.87	USD
20026108	2	HEADLIGHT 48 VOLT LED(E015x6)(8150)	192.45	USD
20028068	3	CYLINDER, CONVEYOR SWING	5,144.43	USD
20028069	1	CYLINDER, SHEAR 25C	1,517.19	USD
20028080	1	ASSEMBLY, TAKE UP CYL.	2,602.80	USD
20028144	1	Variable Freq. Drive, Traction Motor	5,160.08	USD
20028149	1	GEAR REDUCER, M1150DBC3-CS-14.8 20:1	8,132.29	USD
20028162	1	SHIM SET, BRG.	1,083.00	USD
20028175	1	Hour Meter, 24 VDC	202.63	USD
20028181	1	CORDSET 4-PINTAPE SWITCH	323.06	USD
20028182	1	Motor, traction, 50 hp	3,584.88	USD
20028188	2	SECTION, 66 LINK 3.50 P CONV CHAIN	5,331.76	USD
20028189	4	SECTION, 6 LINK 3.50 P CONV CHAIN	1,007.04	USD
20028190	20	T-HEAD COTTER PIN	71.46	USD
20028191	1	Replacement switch for E-stop	60.69	USD
20028192	1	Emergency stop switch ass'y.	625.54	USD
20028219	2	ASSEMBLY STRUT - 120 LBS COVER ASSIST	159.34	USD
20028220	1	CLEANER / AIR 5" INLET 12" BODY	535.80	USD
20028225	1	POWER SUPPLY, 120 VAC, 24 VDC, 5A, 120W	398.06	USD
20028228	1	RADIO REMOTE FEEDER/BREAKER NEMA 4 ENCL	11,010.64	USD
20028247	1	WATER PUMP, BF4M1013 EC	461.97	USD
20028249	1	SOLENOID SHUTDOWN 12 V	1,031.31	USD
20028253	1	MANIFOLD DUAL FINAL FILTER	256.89	USD
20028254	2	BREAKER, CIRCUIT 40 AMP TYPE 2	-	USD
20028255	2	BREAKER CIRCUIT 20 AMP TYPE 2	-	USD
20028268	1	SWITCH TOGGLE	61.56	USD
20028269	1	GAUGE, TACH 0-4000 RPM	419.33	USD
20028270	1	GAUGE VOLTMETER 12V	93.65	USD
20028271	1	GAUGE FUEL 12V	105.28	USD
20028278	1	SWITCH PUSHBUTTON	101.24	USD
20028294	2	ELEMENT ROTEX CPLING	1,026.02	USD
20028297	5	HOLDER, BIT	978.50	USD
20028302	1	TURK VKSP-46 TAPE SWITCH WITH PLUG	714.06	USD
20028303	1	TURK RKM46-5M CABLE ASSEMBLY	103.60	USD
20028304	1	TURK RSM-RKM46-5M JUMPER CABLE	125.12	USD
20028312	2	Relay, 24VDC, 4PDT	102.23	USD
20028313	1	Socket, relay (for 24vdc)	29.50	USD
20028327	1	FILTER, PRESSURE	862.96	USD
20028328	1	FILTER PRESSURE	698.34	USD
20028337	1	FILTER, MEDIUM PRESSURE	311.68	USD
20028338	1	SOLENOID 12VOLT	265.55	USD
20028340	1	SENDER, TEMPERATURE VDO 120C	93.53	USD
20028345	1	ASSY, HEAVY DUTY BREAKER SHEAR HUB (BLAC	14,930.41	USD
20028346	9	PIN, SHEAR ASSEMBLY (BLACK)	736.38	USD
20028347	4	BUSHING, SHEAR PIN	407.20	USD
20028348	20	BIT - 2288279 U200TSHF 3.2.74	4,380.00	USD
20028352	4	RELAY, 30 AMP 12 VOLT	63.48	USD
20028353	2	BREAKER CIRCUIT 15 AMP 12 VOLT	36.60	USD
20028359	1	ASSY, TAILSHAFT, 3.94" DIA. 7MFBH-48A W/	5,141.00	USD
20028408	1	PIN CYLINDER-BOTTOM CONVEYR CYLINDER PIN	265.39	USD
20028409	1	PIN, CYLINDER-TOP CONVEYOR CYLINDER PIN	233.52	USD
20028415	2	TOROID	40.70	USD
20028417	3	THERMISTOR PTC (24VDC)	113.55	USD
20028418	1	SENDER, ADJUSTABLE FUEL VDO	133.03	USD
20028423	1	Motor, pump, 47 hp	3,365.64	USD
20028546	2	CAP/VENTED DIESEL SCOOP	-	USD
20028549	1	INDICATOR/SAFETY SIGNAL	17.15	USD
20028555	1	SWITCH/MOMENTARY-ON	12.55	USD
20028591	1	PIN, HITCH	26.10	USD
20028596	2	BUMPER BLOCK	175.96	USD

Armstrong Energy, Inc.
 Schedule 2.2(b)(iv)
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Material #	Total Stock	Description	Total Value	Crcy
20028602	1	PUMP, HYD CIRCUIT RB2-52A	1,363.40	USD
20028610	4	Resistor, 33k Ω	2.12	USD
20028616	1	SWITCH, PRESSURE #GCW3	763.43	USD
20028625	1	TORQUE HUB W12C400440	5,532.50	USD
20028646	1	FILTER ELEMENT 7 MICR (NEW# 4176180)	36.52	USD
20028650	1	NOZZLE, SPRAY 1/4"-18 NPT	11.64	USD
20028682	1	Switch, Master	377.18	USD
20028683	1	Switch, Light	157.59	USD
20028703	3	PIN WELD, VERT. ART. CYL	0.03	USD
20028729	1	TIMER, TDT-120-AKA-010	182.89	USD
20028739	3	GONG, WARNING	1,055.13	USD
20028745	3	GAUGE PRESSURE	134.43	USD
20028746	1	Deere axle, 22.93:1 ratio	9,408.44	USD
20028751	1	drive line-front	1,784.63	USD
20028753	15	Copper lug (circuit breaker)	1,005.26	USD
20028760	1	PIN, GUIDE, CRWLR ASSY	228.72	USD
20028763	1	CYL. 7" BORE X 12" STROKE	2,067.89	USD
20028766	2	FILTER MINI-INLINE	365.10	USD
20028769	1	Limit switch (cover interlock)	123.46	USD
20028777	1	Valve, Brake Pedal (650 PSI)	498.91	USD
20028779	1	HAGGLUND MOTOR, CA100	-	USD
20028781	1	CYLINDER, TILT / LIFT	4,220.70	USD
20028787	1	PHOTO SWITCH MODEL 236	308.51	USD
20028791	8	MOUNT, ISOLATION	292.40	USD
20028792	12	WASHER, ISOLATION	294.36	USD
20028802	132	PIN(ROLL) SPIROL 3/8"X2-1/2"-(STAINLESS)	538.56	USD
20029093	2	FILTER ELEMENT (NEW# 4176408)	39.86	USD
20029095	1	CYLINDER, VERTICAL, CH816CL	4,984.37	USD
20029100	10	FUSE, ATMR-1/10 100 MA, 600 VDC	117.70	USD
20029101	2	RESISTOR ASSY., 47 OHM, 5 WATT	186.68	USD
20029217	7	GROMMET J&R	98.91	USD
20029236	1	CYLINDER 7"BORE 17 1/4"	-	USD
20029249	2	ASSY CAP AND FLANGE	0.02	USD
20029290	5	SLEEVE BIT (EXTENDED WITH GROOVE)	318.11	USD
20029323	1	BOARD PC CAT SCOOP CHARGER	332.65	USD
20029329	1	ELEMENT COUPLING FLEX(BOOT)	215.48	USD
20029346	36	RESCUER OCENCO SCSR	24,176.20	USD
20029355	1	VALVE FLAPPER WATER (U/C# 972000) CODE15	864.57	USD
20029454	4	SHOCK REAR GRACE RIDE	365.48	USD
20029455	1	SHOE REAR E-BRAKE	101.62	USD
20029473	2	BELT V (MAGNET)	25.78	USD
20029518	14	BRUSH FAIRCHILD TRAM MOTOR	204.94	USD
20029522	1	FILTER ENGINE OIL NAPA 1342	3.57	USD
20029558	1	COUPLER MOTOR	307.26	USD
20029643	2	TACHOMETER	514.56	USD
20029677	6	LINK EXTENDED PIN CONNECTION	499.03	USD
20029678	10	LINK BLOCK ROLLER	839.63	USD
20029679	7	LINK SHORT PIN CONNECTION	424.64	USD
20029696	1	SEAL OIL PLUG DIESEL SCOOP	0.95	USD
20029755	1	BELT MAGNET SEPARATOR	5,291.13	USD
20029848	1	GAUGE HYDRAULIC SIGHT CAT CAR	80.45	USD
20029924	4	FUSE LINK SHORTING BAR BAY-O-NET	480.48	USD
20029925	1	ASSEMBLY STEERING SHAFT(BOX TO COLUMN)	484.62	USD
20029964	4	BUSHING ALIGN BREAKER LINKAGE	35.00	USD
20030006	1	BREAKER MINITURE CIRCUIT (GFI)	307.01	USD
20030016	2	FILTER FUEL	349.72	USD
20030023	1	HOSE RADIATOR	16.95	USD
20030024	1	HOSE RADIATOR	17.71	USD
20030025	1	HOSE RADIATOR	14.83	USD
20030026	1	GAUGE AIR FILTER	116.78	USD
20030027	1	HOSE ELBOW	60.42	USD
20030028	1	HOSE ELBOW	54.04	USD
20030029	1	HOSE CONNECTOR	14.95	USD
20030030	1	JOINT FLEX	190.59	USD
20030033	1	ALTENATOR (90-15-6224)	227.76	USD
20030035	1	FILTER INLINE	34.45	USD
20030036	1	VALVE PRESSURE REDUCING	93.92	USD
20030037	2	VALVE PARKING BRAKE	304.54	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20030038	1	SWITCH LIGHT	69.91	USD
20030039	2	FUSE AMG125 BUSSMAN	26.08	USD
20030040	1	FUSE HOLDER BUSSMAN HMEG	19.50	USD
20030041	3	DIODE EXCITER	9.54	USD
20030042	1	BREAKER 250 AMP	579.50	USD
20030049	1	HANDLE VALVE CAT SCOOP	94.34	USD
20030437	1	SOLENOID WATER CAT FEEDER	440.98	USD
20030474	5	TEE BFS BATTERY WATERING SYSTEM	0.05	USD
20030578	2	BELT DRIVE	3,376.37	USD
20030580	18	FUSE 80A 600V TIME DELAY (CHARGERS)	214.46	USD
20030614	3	CHUCK PINNER DEEP CAT BOLTER	1,074.75	USD
20030687	5	STUD WHEEL	70.59	USD
20030796	8	U-BOLT	122.63	USD
20030797	4	U-BOLT (650-4003)	55.08	USD
20030867	1	BEARING PB ROCK DUST AUGER (MSFT32)	196.31	USD
20030914	1	TRANSDUCER PRESSURE CAT FEEDER	597.41	USD
20031150	1	HUB REDUCER	397.50	USD
20031151	2	SLEEVE COUPLING	534.67	USD
20031829	6	NOZZLE SPRAY	157.16	USD
20031831	2	PIN	289.80	USD
20031833	2	LOCKNUT	20.92	USD
20031843	2	KIT SEAL HYDRAULIC FILTER CAT FEEDER	74.34	USD
20032045	3	BEZEL ASSY. CORDLESS WHEAT LAMP	113.02	USD
20032290	1	SWITCH PRESSURE ANSUL (264800)	149.12	USD
20032305	1	CABLE HOLD DOWN	273.43	USD
20032591	1	CONNECTOR SIGNAL DAMASCUS STEER MOTOR	3.16	USD
20032801	1	CALIPER LH BRAKE (SE5195A)	60.41	USD
20032802	1	CALIPER RH BRAKE (SE5196A)	60.41	USD
20032803	1	BRAKE PADS (SS7387AX)	50.87	USD
20032892	1	KIT WHEEL BEARING RH FRONT GRACE RIDES	104.94	USD
20032893	2	KIT WHEEL BEARING LH FRONT GRACE RIDES	209.88	USD
20032894	1	NUT FRONT SPINDLE GRACE RIDES	12.71	USD
20032958	6	FILTER DIESEL FUEL TANK NAPA	57.37	USD
20032999	2	SHIM CRAWLER TAKEUP 50"	89.42	USD
20033000	2	SHIM CRAWLER TAKEUP 25"	81.70	USD
20033001	6	SHIM CRAWLER TAKEUP 13"	230.04	USD
20033473	2	KIT HARDWARE E BRAKE GRACE RIDE	175.44	USD
20033634	2	FILTER PUMP	265.21	USD
20033666	1	COVER RECEPTACLE TJB GEAR HOUSING	231.08	USD
20033715	1	BELT POWER BAND PIONEER COMBO DRIVE	305.07	USD
20033935	1	SWITCH AUX FOR E2L3600 CAT SCOOP & CAR	498.57	USD
20033936	2	UVR LH 24 VDC E2L3600 CAT SCOOP & CAR	1,268.15	USD
20034064	2	CABLE E-BRAKE GRACE BADGER RIDE	598.00	USD
20034068	7	ASSEMBLY HANDLE BOOM VALVE CAT BOLTER	507.43	USD
20034237	10	STUD	53.42	USD
20034238	3	KIT STRAP	44.49	USD
20034287	5	SWITCH SAFETY LIMIT	402.80	USD
20034447	2	BELT HEADER (COGGED BELT)	2,989.52	USD
20034494	16	NUT LOCK HEAVY FOOT SHAFT CAT MINER	21.76	USD
20034653	4	PLUG GLOW CAT SCOOP DUETZ #01182264	294.77	USD
20034654	2	INJECTOR FUEL CAT SCOOP	446.34	USD
20034664	1	PROTECTOR SURGE LAMARCHE CHARGER SCOOP	50.88	USD
20034677	2	CYLINDER MASTER	115.48	USD
20034780	1	DRIVELINE REAR CAT AC SCOOP	-	USD
20034853	10	STUD WHEEL AUSCO BRAKE DAMASCUS LIL-MAC	37.00	USD
20035049	10	STUD OVAL LOCK GM8000 FACE PLATE	80.90	USD
20035216	2	KIT U-BOLT (3-70-38X)	0.02	USD
20035249	1	RELAY	20.89	USD
20035250	1	TIMER	108.36	USD
20035251	2	REALY	74.20	USD
20035252	2	OVERLOAD	164.86	USD
20035253	1	BREAKER RAIL MOUNT	23.53	USD
20035273	1	BREAKER RAIL MOUNT	26.66	USD
20035488	1	VALVE HIGH PRESSURE REDUCING	919.02	USD
20035680	4	CHUCK 3-WAY DRILL	565.11	USD
20035690	1	SWITCH START	27.45	USD
20035734	1	U-JOINT	60.97	USD
20035735	1	U-JOINT	0.01	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20035883	3	GASKET DOOR	119.57	USD
20036152	1	SOLENOID DC	476.83	USD
20036326	4	FILTER (DUST PUMP) (20 PER PACKAGE)	626.17	USD
20036586	2	TUBE PRE-CUT PDM	148.40	USD
20036627	1	KIT FUSED JUMPER	315.88	USD
20036629	1	KIT FUSED JUMPER	143.10	USD
20036635	2	KIT LUG	113.06	USD
20036764	1	CONTROLLER JOYSTICK RAMCAR	1,864.69	USD
20036931	1	BATTERY PACK CPDM DUST PUMP	0.01	USD
20037139	16	BRUSH CAR PUMP MOTOR BRUSH	166.38	USD
20037140	16	BRUSH CAR TRAM MOTOR BRUSH	239.31	USD
20037280	2	LAMP MCI D/C LED	367.82	USD
20037281	4	LAMP MCI A/C LED	735.64	USD
20037407	40	PIN T HEAD CONNECTING LINK	102.60	USD
20000034	2	CONVERTER MEDIA MULTIMODE	206.70	USD
20000356	1	SET SHIM ROTATING ASSY. (48261-056)	5.99	USD
20000357	1	O-RING ROTATING ASSY (25152-453)	13.30	USD
20000358	1	PLATE WEAR (46451-737)	720.32	USD
20000359	2	O-RING WEAR PLATE AND SEAL PLATE (25152	15.58	USD
20000360	1	O-RING BACK COVER (\$1676)	7.30	USD
20000361	1	IMPELLER (38618-016)	1,105.86	USD
20000362	1	KEY (N0612)	1.34	USD
20000363	1	SHAFT IMPELLER (38515-579)	794.52	USD
20000364	1	WASHER IMPELLER (10278)	6.11	USD
20000365	1	BOLT (DM1004S)	1.96	USD
20000367	1	MODULE ETHERNET BRIDGE	2,286.11	USD
20000368	1	MODULE BRIDGE/SCANNER	1,365.77	USD
20000369	1	SUPPLY POWER 120VAC	1,157.52	USD
20000370	1	CARD INPUT 20 PIN 16PT 132V	425.39	USD
20000371	2	CARD OUTPUT RELAY 36 PIN 16PT	1,171.05	USD
20000376	1	CONTROLLOGIC, 120VACout MOD 16p	599.98	USD
20000377	1	MODULE 24VDC INPUT, 32PT	436.00	USD
20000378	1	MODULE ANALOG OUTPUT, 8PT	1,832.74	USD
20000379	1	PROCESSOR PLC AB 1756-L62	8,950.31	USD
20000380	1	MODULE FLEX I/O ETHERNET COMM	677.15	USD
20000381	2	MODULE ANALOG INPUT, 16PT	2,875.88	USD
20000382	1	MODULE FLEX I/O 24VDC OUT 16PT	425.39	USD
20000383	1	MODULE FLEX I/O 16 INPUT	290.34	USD
20000384	1	MODULE FLEX TERMINAL BASE	202.57	USD
20000385	1	MODULE FLEX ANALOG INPUT/OUTPUT	889.36	USD
20000386	1	POWER SUPPLY CONTROLLOGIC 75W	1,032.12	USD
20000387	1	BACKPLANE, 13 SLOT	677.15	USD
20000388	1	SCREEN TOUCH PANELVIEW 12.1" W/PROGRAM	5,843.25	USD
20000404	2	RELAY OVERLOAD E-1 0-5 AMPS	134.69	USD
20000405	1	RELAY OVERLOAD E-1 3.2-16A	65.40	USD
20000406	1	RELAY OVERLOAD E-1 5-27A	100.45	USD
20000407	1	RELAY OVERLOAD E-1 9-45A	114.10	USD
20000408	1	RELAY OVERLOAD E-3 PLUS	801.61	USD
20000409	1	RELAY OVERLOAD E-3 PLUS	801.61	USD
20000410	1	RELAY OVERLOAD E-3 PLUS	933.27	USD
20000411	1	STARTER SIZE 1 FVNR	393.98	USD
20000412	1	STARTER SIZE 1 FVR	922.54	USD
20000413	1	STARTER SIZE 2 FVNR	704.09	USD
20000415	1	TRANSFORMER CONTROL A B 75VA 480-120VAC	112.36	USD
20000416	1	TRANSFORMER CONTROL A B 80VA 480-120VAC	195.04	USD
20000417	1	TRANSFORMER CONTROL A B 200VA 480-120VAC	372.53	USD
20000522	2	HORN WARNING (855H-BA10CD)	805.75	USD
20000979	6	RETAINER RIPPER 6Y-1205	160.11	USD
20000981	12	RETAINER RIPPER 6Y-1202	294.95	USD
20000982	9	PIN RIPPER 6Y-1204	123.31	USD
20001330	11	HEADLIGHT SE5LEDHLT-BA	138.96	USD
20001342	14	BELT 5VX1180	505.78	USD
20001361	1	BREAKER 3P 400A OLD # AB 140MK8PD40	1,830.62	USD
20002136	1	EQUIPMENT POWERPACK HYD 10 HP	6,600.00	USD
20002154	2	SENSOR GODWIN PROXIMITY (HUSH65511)	392.20	USD
20002682	1	BATTERY LITHIUM AB 1769BA	163.64	USD
20002730	2	MODULE PROTECTIVE 480 A&B SOFTSTART 150	514.91	USD
20002732	1	DISPLAY LCD KEYPAD NUM 20-HIM-A3 SOFTST	190.99	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
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Material #	Total Stock	Description	Total Value	Crcy
20002733	2	CABLE HIM 1MTR 20-HIM-H10 SOFTSTART	155.10	USD
20002734	1	SUPPLY POWER 24 VDC INPUT 1769-PB2 ALL	255.34	USD
20002736	1	RELAY OUTPUT AC/DC 1769-OW16 ALLEN BRADL	347.05	USD
20002737	1	PROCESSOR A/B COMPACT LOGIX 1769-L32E	2,602.49	USD
20002738	1	MODULE A/B INPUT 1769-IA16 ALLEN BRADL	292.28	USD
20002739	1	MODULE A/B ISOLATED RELAY OUTPUT	301.92	USD
20002740	1	MODULE A/B 8 CHANNEL ANALOG 1769-IFB	735.03	USD
20002741	1	CAP A/B END 1769-ECR ALLEN BRADLEY	35.11	USD
20002745	1	MODULE INPUT A/B ANALOG ISOLATED 4 INPUT	974.25	USD
20002746	1	RELAY MODULE OUPUT CARD 16 CH A&B	212.21	USD
20002747	2	CARD FLASH COMPACT 128 MB MEMORY A&B	279.74	USD
20002749	2	RECEPTACLE 1492-REC15 15 AMP DIN R MTG	43.16	USD
20002751	1	SWITCH MANAGED 10 PORT A&B FIB- COPPER	2,001.17	USD
20002755	1	MODULE EXP. FIBER OPTICS STRATIX 8000	2,582.17	USD
20002757	1	CARD FLASH COMPACT STRATIX 8000	167.48	USD
20002759	2	JUMPERS FIB. LC TO ST SM 1M STRATIX 8000	33.39	USD
20002760	6	CABLE 2' PATCH (NON CROSS OVER CAB 5)	12.39	USD
20003034	8	FUSE LINK 40A TYPE QA	0.08	USD
20003065	1	MOTOR 75HP VERTICAL 365TP 460 WATER PUMP	5,637.50	USD
20003067	1	PUMP 140H.P. 8" PIT PUMP 460V 3P	7,632.00	USD
20003081	1	MOTOR H449TP 1800 RPM 480V	4,623.47	USD
20003203	2	LUG BARTAP FOR BUSS BAR#6-250	69.79	USD
20003204	2	LUG BARTAP FOR BUSS BAR #2-350	25.50	USD
20003205	7	LUG BARTAP FOR BUSS BAR1/0-500	352.17	USD
20003215	2	SWITCH HIRC SPIDER2 AB 1783-US7T1F	1,238.47	USD
20003261	2	CLAMP POSI 7/8"	213.46	USD
20003262	8	PIN 7/8" FOR POSI CLAMP	92.00	USD
20003279	1	CONTACTOR SIZE 1 120V COIL, 27 AMP, 10	905.47	USD
20003280	2	CONTACTOR SIZE 2 120V COIL, 45 AMP, 25	1,928.08	USD
20003281	2	CONTACTOR SIZE 3 120V COIL, 90 AMP, 50	4,675.53	USD
20003282	2	CONTACTOR VACUUM SIZE 4 120 V COIL	1,886.70	USD
20003283	1	CONTACTOR VACUUM SIZE 5 120V COIL VM320C	1,213.22	USD
20003295	2	SWITCH HIGH AMP 6759K35	125.14	USD
20003307	1	CONTACTOR MAGNETIC 120 V COIL SIZE 1 CR3	0.01	USD
20003308	1	CONTACTOR MAGNETIC 120 V COIL SIZE 2 CR3	0.01	USD
20003309	1	CONTACTOR, MAGNETIC 120 V COIL SIZE 3 CR	0.01	USD
20003310	1	BREAKER CIRCUIT 20 AMP 480 V 2POL	480.54	USD
20003311	2	BREAKER CIRCUIT 30 AMP 480 V 2POLE	270.85	USD
20003315	3	CONTACTS AUX N/O FOR GE SYLE CR305	0.03	USD
20003316	2	CONTACTS AUX N/C FOR GE SYLE CR305	0.02	USD
20003317	2	CONTACTS AUX N/O FOR GE SYLE CR305	0.02	USD
20003318	2	CONTACTS AUX N/C FOR GE SYLE CR305	0.02	USD
20003321	10	CONTACTS AUX N/C STACK FOR GE SYLE CR30	0.10	USD
20003323	1	COIL CONTROL 120V FITS SIZE #3 CONTACTOR	0.01	USD
20003325	1	COIL CONTROL 120V FITS SIZE #1 CONTACTOR	0.01	USD
20003326	6	CONTACTS AUX N/O-N/C GE SYLE CR305	0.06	USD
20003334	1	PANEL BOX MAIN SQ D 6 2P 12 1P CIRCU	40.95	USD
20003344	3	RECEPTACLE 300 AMP	1,100.27	USD
20003345	2	RECEPTACLE 400 AMP	1,122.89	USD
20003351	1	TRANSMITTER LEVEL SENSOR K-TEK KSONIC	1,071.77	USD
20003352	1	TRANSDUCER K-TEK K10 (USED WITH KSONIC	609.33	USD
20003364	1	BREAKER 30A 50-150 MAG 600V	655.56	USD
20003366	1	BREAKER 30AMP 90-300 TRIP 120V UV F FRA	655.56	USD
20003367	1	BREAKER 50 A 66-190 TRIP MAG	513.74	USD
20003368	8	UVR 120V 225 K FRAME E2K	3,729.00	USD
20003369	1	SHUNT 120V 225 K FRAME E2K	511.82	USD
20003371	1	BREAKER 225 AMP 500-2500 120V SHUNT 225	1,763.36	USD
20003372	3	BREAKER 225 AMP 500-2500, 120UVR	4,408.86	USD
20003374	4	BREAKER 225A 2-1500 120 UV600V	6,851.92	USD
20003375	3	BREAKER 400A 225 FR 500-2500 T	5,290.08	USD
20003376	1	BREAKER 400A 225FR 200-1500 TRIP 120V UV	1,739.95	USD
20003378	1	COUPLER 500 AMP - WITH 2/0 LUGS	-	USD
20003389	1	FIXTURE LIGHT18"X48" FLUORESCENT T5 W/BU	183.88	USD
20003390	1	FIXTURE LIGHT 250 MH WALL PAK 120-277 V	188.79	USD
20003400	1	BREAKER 15A GE 480V 3PH THED136015WL	299.29	USD
20003401	1	BREAKER 20A GE 480V 3PH THED136020WL	203.05	USD
20003402	1	BREAKER 30A GE 480V 3PH THED136030WL	514.27	USD
20003403	1	BREAKER 40A GE 480V 3PH THED136040WL	654.84	USD

Armstrong Energy, Inc.
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Transferred Equipment
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Material #	Total Stock	Description	Total Value	Crcy
20003404	1	BREAKER 50A GE 480V 3PH THED136050WL	680.69	USD
20003405	1	BREAKER 70A GE 480V 3PH THED136070WL	0.01	USD
20003406	1	BREAKER 100A GE 480V 3PH THED136100WL	587.23	USD
20003407	3	RECEPT TJB - 1000V 350MCM	2,804.76	USD
20003409	2	RECEPTACLE TJB, 700 AMP RATING 1000V BLU	0.02	USD
20003446	1	TRANSFORMER 30 KVA 3P 480 PRI 208Y/120	1,046.68	USD
20003449	2	RELAY 2E MOTOR PROTECT MOD 3RB20562FW2	931.39	USD
20003450	2	RELAY 2E MOTOR PROTECTION MODEL RC820	1,192.78	USD
20003453	1	SWITCH VACUUM CIRCUIT BREAKER 1200 AMP	13,700.85	USD
20003454	1	SOLENOID SHUNT & UVR 600 AMP VACUUM	86.92	USD
20003460	1	SUPPLY POWER 120 AC/ 24 VDC ALTECH PS 1	110.97	USD
20003470	2	GLOBE GREEN 100 SERIES	69.30	USD
20003471	3	GLOBE RED 100 SERIES	103.48	USD
20003472	2	GUARD BASKET FOR VAPOR ROOF	24.40	USD
20003473	4	BASE PENDANT SERIES 100	116.03	USD
20003475	2	SOCKET 11PIN RELAY	32.61	USD
20003482	3	FUSE 3A/250V BEL FUSE INC	2.61	USD
20003484	5	FUSE 6A/250V BEL FUSE INC	4.15	USD
20003485	5	FUSE 6.25A/250V BEL FUSE INC	4.15	USD
20003487	5	FUSE 1.25A/250V FERRAZ SHAWMUT	2.55	USD
20003488	5	FUSE CARTRIDGE, 5A/250V FERRAZ SHAWMUT	2.55	USD
20003489	5	FUSE CARTRIDGE, 10A/250V FERRAZ SHAWMUT	4.36	USD
20003490	10	FUSE CARTRIDGE, 1A/250V FERRAZ SHAWMUT	7.84	USD
20003491	10	FUSE 60A/500V FERRAZ SHAWMUT	100.27	USD
20003492	3	FUSE 175A/500V FERRAZ SHAWMUT	74.07	USD
20003493	5	FUSE 400A/500V FERRAZ SHAWMUT	183.38	USD
20003494	6	FUSE CARTRIDGE 1A/600VAC AMP TRAP	23.21	USD
20003495	1	FUSE 2A/500V AMP TRAP	4.50	USD
20003496	6	FUSE 3A/600V AMP TRAP	19.59	USD
20003497	3	FUSE 5.0A/500V AMP TRAP	9.90	USD
20003504	1	SWITCH SELECTOR	31.68	USD
20003505	1	TRANSDUCER LINER POSITION MEASUREMENT	675.00	USD
20003507	1	SWITCH OPERATOR PUSH BUTTON	77.13	USD
20003509	2	CONTACT BLOCK	23.66	USD
20003528	24	DUCT SLOTTED PVC (CABLE TRAY) G1.5X	111.22	USD
20003529	18	COVER SLOTTED DUCT PVC (CABLE TRAY	0.18	USD
20003530	12	DUCT SLOTTED PVC (CABLE TRAY) G1X1LG6	28.62	USD
20003531	36	DUCT SLOTTED PVC(CABLE TRAY) G1X1.5LG6	167.18	USD
20003533	1	RELAY OV/LD 1.0-1.5A IEC GE AUTO/MANUAL	60.48	USD
20003534	1	RELAY OV/LD 1.3-1.9A IEC GE AUTO/MANUAL	82.15	USD
20003535	2	RELAY OVERLOAD 1.8-2.7 AMPS I.E.C GE A	107.23	USD
20003536	1	RELAY OVERLOAD 2.5-4.1 AMPS I.E.C GE A	59.15	USD
20003537	2	RELAY OVERLOAD 5.5-8.5 AMPS I.E.C GE A	171.62	USD
20003538	1	RELAY OVERLOAD 10-16 AMPS I.E.C GE AUTO	34.78	USD
20003539	1	RELAY OVERLOAD 17.5-22 AMPS I.E.C GE A	57.91	USD
20003540	1	RELAY OVERLOAD 25-32 AMPS I.E.C GE AUTO	43.01	USD
20003541	2	RELAY OVERLOAD 30-40 AMPS I.E.C GE AUTO	99.17	USD
20003713	2	ALARM BACK UP (SM850)	120.46	USD
20003714	2	ALARM CAT STYLE BACK UP (3T-112)	131.46	USD
20003806	1	ACTUATOR	-	USD
20004368	3	FUSE 300A 600V CLASS J TIME DE FERRAZ SH	-	USD
20004380	3	CABLE FIBER OPTIC SC/SC DUPLEX 50FT (	107.01	USD
20004407	20	FITTINGS 3/4" STAR TECK	299.64	USD
20004412	1	WIRE THHN 500' RLS #12 GREEN	59.83	USD
20004413	1	WIRE THHN 500' RLS #12 BLUE	85.21	USD
20004415	1	WIRE THHN 500' RLS #12 WHITE	49.57	USD
20004416	1	WIRE THHN 500' RLS #12 BLACK	48.23	USD
20004417	1	WIRE THHN 500' RLS #12 RED	76.17	USD
20004418	2	WIRE THHN 500' RLS #12 BROWN	133.63	USD
20004419	1	WIRE THHN 500' RLS #12 YELLOW	66.81	USD
20004420	2	WIRE THHN 500' RLS #12 ORANGE	133.63	USD
20004424	1	WIRE THHN 500' RLS #14 WHITE	40.49	USD
20004425	2	WIRE THHN 500' RLS #14 BLACK	80.98	USD
20004426	1	WIRE THHN 500' RLS #14 BLUE	36.77	USD
20004427	2	WIRE THHN 500' RLS #14 BROWN	83.17	USD
20004428	1	WIRE THHN 500' RLS #14 GREEN	40.03	USD
20004429	2	WIRE THHN 500' RLS #14 ORANGE	82.05	USD
20004430	1	WIRE THHN 500' RLS #14 RED	39.62	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
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Material #	Total Stock	Description	Total Value	Crcy
20004431	1	WIRE THHN 500' RLS #14 YELLOW	41.02	USD
20004433	2	WIRE TFFN 500' RLS #16 YELLOW	104.83	USD
20004434	1	WIRE TFFN 500' RLS #16 BLUE	37.33	USD
20004435	2	WIRE TFFN 500' RLS #16 GREEN	64.76	USD
20004436	1	WIRE TFFN 500' RLS #16 RED	35.58	USD
20004437	1	WIRE TFFN 500' RLS #16 BLACK	32.22	USD
20004438	1	WIRE TFFN 500' RLS #16 WHITE	31.91	USD
20004585	1	GEAR DRIVE MAG SEPARATOR	3,116.40	USD
20004949	4	GASKET NEOPRENE (C7083G-RN)	63.60	USD
20004950	8	GASKET NEOPRENE (C6055G-RN)	183.92	USD
20004953	1	FAN BASE MOTOR TUNNEL FAN (145-215T TAF-	92.22	USD
20004954	1	FAN PROP W/BUSHING TUNNEL FAN (36-6-26)	1,318.64	USD
20004955	2	FAN SHAFT TUNNEL FAN 1-7/16" X 24"	275.60	USD
20004956	4	FAN BEARING TUNNEL FAN (VPS-223AH 1-7/16	241.68	USD
20005137	30	SEAL LINK W/SS BOLTS LS-325-S316	378.30	USD
20005174	1	MONITOR POWER WATTS	1,532.07	USD
20005235	1	COUPLING ASSEMBLY MECHANISM G2000 J-0525	3,341.00	USD
20005371	7	FILTER ENGINE OIL 275-2604	118.61	USD
20005376	2	CHOCK WHEEL SMALL BY PAIR RC815	62.30	USD
20005439	1	LOCK TAPER 3535 3-3/8"	102.17	USD
20005876	2	FILTER HYD/TRANS RE174130 1729 JD AG	113.93	USD
20005877	1	FILTER OIL ENGINE RE58935 7777 JD AG	36.62	USD
20005878	1	FILTER AIR OUTER RE63931 6745 JD AG	43.02	USD
20005879	1	FILTER AIR CAB RE24619 2917 JD AG	26.94	USD
20005880	1	FILTER FUEL RE515345 3718 JD AG	28.58	USD
20005881	1	FILTER FUEL RE506428 3720 JD AG	20.04	USD
20005882	1	FILTER AIR CAB RE187966 4224 JD AG	17.11	USD
20005883	1	FILTER HYDRAULIC T175002 1494 JD AG	35.75	USD
20005884	1	BELT FAN R205438	80.89	USD
20005885	1	BELT ALT. & AC R199163	50.89	USD
20005890	2	EDGE CUTTING SIDE 2 REQUIRED (CB01440368	478.72	USD
20005891	1	FILTER AIR INNER RE63932 6983 JD AG	36.08	USD
20005892	1	EDGE CUTTING CENTER (CB01440376)	526.69	USD
20005896	2	BIT ROUTER SIDE (CB01440140)	562.46	USD
20005897	10	BOLT BIT ROUTER (03H1603)	23.96	USD
20005898	10	WASHER BIT ROUTER (R56423)	22.26	USD
20005899	10	NUT BIT OUTER (14H1039)	15.79	USD
20005933	5	BREAKER 20A 1 POLE GFI	365.17	USD
20006137	4	FUSE AMP 125 TRS125R	80.84	USD
20006152	3	FUSE AMP 80	35.67	USD
20006379	1	TUBE POWERTRAIN SUCTION (287-5839)	224.85	USD
20006414	1	JOINT U SPL250X	146.17	USD
20006432	1	PIN RIPPER TOOTH & PROTECT (198-78-21410	44.46	USD
20006434	1	JOINT U	104.68	USD
20006463	3	END BIT LH D10T 8E-4198	3,050.98	USD
20006464	3	END BIT RH D10T 8E-4199	1,504.51	USD
20006465	1	END BIT D6R 9W-8874	76.60	USD
20006466	1	END BIT D6R 9W-8875	76.60	USD
20006482	1	ASSEMBLY PTO CHELSEA (489GRAHX A 3R A)	948.29	USD
20006511	5	BUSHING VALVE CHECK LINCOLN	676.12	USD
20006524	5	ADAPTER VALVE CHECK LINCOLN (12213)	142.46	USD
20006552	4	DEFLECTOR CHIP 6-1/4"	440.00	USD
20006553	10	RELAY CONTACTS 600VAC	234.39	USD
20006599	2	CHAMBER BRAKE 30/30	149.16	USD
20006602	1	ADAPTER TOOTH CENTER HENSLEY (5010C)	390.00	USD
20006603	1	ADAPTER TOOTH LEFT HENLSEY (5010LH)	390.00	USD
20006604	1	ADAPTER TOOTH RIGHT HENSLEY (5010RH)	390.00	USD
20006634	2	EDGE CENTER D9T 7T-5702	937.93	USD
20006635	4	EDGE D9T 7T-9125	831.74	USD
20006659	10	PIN HENDRIX DG77 HX120P	525.00	USD
20006662	2	CONE TIMKEN (H239649)	1,423.30	USD
20006663	2	CUP TIMKEN (H239612)	1,302.74	USD
20006721	1	RING BIT 6-1/4 STEEL 7-7/8 BIT	35.00	USD
20006729	345	CABLE ARMORED GUAGE 10	691.17	USD
20006766	5	TOOTH K25SYL PC220	473.93	USD
20006767	4	RETAINER KP25C PC220	168.68	USD
20006826	2	BELT ALTERNATOR D11R 294-0110	75.84	USD
20006827	2	BELT ALTERNATOR & AC D11T 266-1464	111.55	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
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Material #	Total Stock	Description	Total Value	Crcy
20006833	1	RING LOCK 427-30-12420 FOR WHEEL	334.05	USD
20006834	1	KEY 427-30-12141 WHEEL	97.05	USD
20006835	1	BAND SEAT BEAD 427-30-12410 WHEEL	1,732.05	USD
20006836	1	WHEEL FLANGE 427-30-12121	1,755.66	USD
20006845	7	FILTER DC4	600.66	USD
20006848	3	SWITCH BARKSDALE CONNECTOR END	477.00	USD
20006869	3	ADAPTER ESCO 5857A-U55	1,005.18	USD
20006870	23	TOOTH ESCO U55C	6,122.79	USD
20006890	1	VALVE DRAIN ELECTRONIC .5"	164.30	USD
20006893	1	BIT DRILL 5-1/2" L2 CORE DRILL VAREL	0.01	USD
20006894	2	BELT ALT & AC	127.32	USD
20006896	9	WRENCH DECK DML 6-1/4"	0.09	USD
20006902	4	RING BIT 7 7/8" STEEL 9" BIT	151.70	USD
20006903	10	RING BIT 7-5/8" STEEL 10-5/8" BIT	500.00	USD
20006928	2	BELT AC D11R 7C-8236	40.50	USD
20006931	2	BELT ALT. DML/PV 2657886988 5VX650	89.91	USD
20006932	2	BELT AC DML DRILL 2657324097	116.75	USD
20006933	2	BELT AC PIT VIPER DRILL 2657847022	111.61	USD
20006938	4	FILTER FUEL TANK MOISTURE FILTER 30034	403.92	USD
20006939	4	FILTER FUEL TANKS 30203 NAPA # 7727	362.52	USD
20006940	1	ALARM BACK UP (SM875)	68.42	USD
20006945	2	SWIVEL GREASE COUPLER 202577	235.32	USD
20006955	1	ASSEMBLY SWITCH LIMIT HOIST (94927-0017)	2,158.97	USD
20006983	3	MOTOR PUMP GREASE LINCOLN VOLT 24 278661	2,135.48	USD
20006990	2	ORING S333	3.59	USD
20006991	1	IMPELLER SHAFT 38515-587	717.73	USD
20007034	1	FILTER FUEL SECONDARY	24.53	USD
20007035	1	SET BELT FAN WA800&900 6215-61-3390	401.80	USD
20007039	1	BLADE BIT END RIGHT D65WX-6WAY (15070213	202.69	USD
20007040	1	BLADE BIT END LEFT D65WX-6 WAY (15070213	202.69	USD
20007041	2	EDGE CUTTING 15472A1151 D65WX-6WAY 083	486.64	USD
20007042	2	EDGE CUTTING D6R 4T-2950	366.26	USD
20007092	8	BOLT PAD TRACK PAD THICK 900MMG 4295409	155.20	USD
20007093	8	WASHER BOLT PAD TRACK (4281006)	87.20	USD
20007094	8	NUT BOLT PAD TRACK (428-1007)	76.96	USD
20007103	2	VALVE VENT GRACO 115121 GRACO	1,204.16	USD
20007119	1	CONTROLLER PROGRAMABLE LINCOLN VOLT 24 8	611.28	USD
20007177	8	RING BIT 6-3/4" STEEL 6-3/4" BIT	0.08	USD
20007187	250	CABLE ARMORED 12/3 C WG HW300-01203	417.78	USD
20007212	2	BELT ALTERNATOR & AC 992K 175-4862	97.52	USD
20007220	2	BOLT 8T-4139 777 WHEEL	2.20	USD
20007256	60	BULB/LAMP HALOGEN H-3 24V(50350) SAME	338.98	USD
20007302	13	SUB BOTTOM W/WEAR BAR 204-1630	776.68	USD
20007326	9	FILTER SEPARATOR FUEL/WATER 326-1643	194.80	USD
20007448	2	BATTERY 7565 NAPA	261.60	USD
20007449	3	BUSHING DECK 7-7/8X11 201-0972	3,859.13	USD
20007450	2	BUSHING DECK 6-1/4" 11" BODY	3,106.48	USD
20007592	1	AXLE REAR RIGHT (128435) MT3866 MT3692	256.67	USD
20007609	16	INJECTOR GREASE 81713A LINCOLN	988.41	USD
20007611	1	AXLE REAR LEFT (127437) MT3866 MT3692	261.17	USD
20007684	5	INJECTOR GREASE SL11 LINCOLN (85497)	1,332.40	USD
20007691	2	VALVE PILOT MAC 56	265.00	USD
20007699	6	TOP SUB SAVER 6-1/4X12 DML	0.06	USD
20007706	2	ASSEMBLY STEP COUNTERWEIGHT 992G 135-8	678.40	USD
20007759	3	DRYER AIR PACK VALVE 250 SCFM LA-MAN 25	1,116.36	USD
20007777	6	TOOTH ESCO 75SV2 RX EX1900	3,861.72	USD
20007778	4	PIN ESCO 75SV2 PN-C EX1900	591.79	USD
20007800	3	BELT FAN COOLING DEUTZ 1180830	80.61	USD
20007801	1	BELT ALTERNATOR DEUTZ 1179566	17.18	USD
20007821	9	FILTER FUEL 1R-0762	129.67	USD
20007829	664	CABLE DRAG 2-3/4"X332' RH PAGE	14,295.92	USD
20007852	1	VALVE 24V SOLENOID 276903-279122-279242	677.21	USD
20007857	1	ALTERNATOR 24V CHARGING STATION 110-684	241.13	USD
20007870	1	SUB BOTOM PV 7-5/8"X42" FOR 9" BIT	1,650.00	USD
20007884	2	NOZZLE SPRAY DRILL GREASE STEEL (1/4JN-S	170.22	USD
20007885	1	NUT MOUNTING NOZZLE SPRAY (CP6378NP)	21.52	USD
20007886	2	ADAPTER MOUNTING NOZZLE SPRAY (CP3376NP)	144.80	USD
20007912	6	FILTER FUEL JD PUMP ENGINE RE522878 3978	167.59	USD

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Material #	Total Stock	Description	Total Value	Crcy
20007915	1	BELT FAN/ALTERNATOR GRADER PUMP HIGH HEA	54.06	USD
20007916	2	FILTER AIR GRADER PUMP HIGH HEAD 6" (AT1	126.14	USD
20007941	2	BELT ALT. 992C 9L-6639	62.68	USD
20007976	2	SUB SAVER TOP 204-0413 PV	518.63	USD
20007977	8	SUB BOTTOM 6-1/4" X 42" FOR 9" BIT	0.08	USD
20008012	2	SUB TOP 7-5/8X35 PV 204-1800	1,701.01	USD
20008039	4	CAP WEAR WC275	967.66	USD
20008041	2	SHROUD WING BOTTOM TAW75-1	2,001.70	USD
20008042	4	SHROUD WING TBW75X655-1	4,099.57	USD
20008043	1	SHROUD LIP RIGHT TBC100X375-3R	1,256.90	USD
20008044	1	SHROUD LIP LEFT TBC100X375-3L	1,240.84	USD
20008045	1	ADAPTER CENTER 5897W-75SV2	2,231.94	USD
20008046	1	ADAPTER LEFT 6839L-75SV2	2,402.09	USD
20008050	1	ADAPTER RIGHT 6839R-75SV2	2,818.18	USD
20008096	1	BELT GRADER 16M ALT. AND A/C 178-8481	65.60	USD
20008101	1	SHROUD LIP CENTER TBC100X290-3	-	USD
20008102	2	SHROUD LIP RIGHT TBC100X290-4R	3,274.05	USD
20008103	1	SHROUD LIP LEFT TBC100X290-4L	1,199.45	USD
20008108	96	BRUSH HOIST DRAG PROPEL MOTOR GENERATOR	2,418.83	USD
20008110	48	BRUSH SLEEVED SHUNT MOTOR SWING H-3307QD	907.19	USD
20008111	16	BRUSH MOTOR SYNC H-1916	0.16	USD
20008116	2	STARTER 91-01-3948	825.68	USD
20008124	1	PLATE 272-7946 777 WHEEL	43.36	USD
20008125	1	PLATE VALVE EXTENSION 274-0003 777 WHEE3	37.92	USD
20008148	1	BELT SET FAN 992C 6N7575 4-BELTS	238.77	USD
20008149	1	CABLE WINCH 1/2"X210' PIT VIPER DRILL	423.39	USD
20008150	2	CABLE RETRACT PV275 1"X61'-9" 57702748	1,466.55	USD
20008151	2	CABLE PULLDOWN PV275 1"X103' 57702730	2,141.90	USD
20008152	7	INSERT CAROUSEL 2650461797	1,105.97	USD
20008244	664	CABLE DRAG 2-3/4"X332' LH PAGE	14,295.92	USD
20008251	1	BRACKET CALIPER AC3Z-2B134-A	67.54	USD
20008258	3	VALVE CONTROL GREASE 242055 GRACO	489.40	USD
20008308	1	ASSEMBLY HUB FRONT 2006 F350 BR930695	494.56	USD
20008309	3	SEAL OIL FORD INNER 15553	194.26	USD
20008310	3	SEAL OUTER AXLE FORD 35298	179.05	USD
20008337	1	BELT SET FAN ALT D7 251-7493	132.85	USD
20008343	1	GASKET SPOOL SUCTION 1679G 18000	3.82	USD
20008350	1	SET SHIM 8499 17000	112.68	USD
20008356	1	GASKET CHAMBER PRIMING 38687-053	16.64	USD
20008378	1	ASSEMBLY LIGHT GODWIN HUSH11402	318.53	USD
20008391	2	BEARING WHEEL, 11511 GODWIN	37.72	USD
20008392	1	SEAL WHEEL 13000 GODWIN	4.16	USD
20008416	110	BOLT 5J-4771	177.84	USD
20008448	2	HOSE BRAKE RIGHT FRONT TO CALIPER 6C3Z	209.50	USD
20008449	1	HOSE BRAKELEFT FRONT TO CALIPER 6C3Z-	48.09	USD
20008452	1	CALIPER LEFT FRONT REMAN SE5574A	69.63	USD
20008453	1	CALIPER RIGHT FRONT REMAN SE5573A	69.64	USD
20008455	1	ROTOR FRONT 880280	128.65	USD
20008456	1	PAD BRAKE FRONT UP7974M	75.25	USD
20008463	2	BELT AC 785D 213-6558	73.96	USD
20008464	1	SET BELT FAN 785D 4W-5091	367.46	USD
20008496	2	BIT END D9T 8E-4196	588.66	USD
20008497	2	BIT END D9T 8E-4197	723.50	USD
20008509	6	ASSY INJ. SPRAY CONTROL LINCOLN 82272	533.93	USD
20008567	1	ALTERNATOR REMAN 213-3200	124.15	USD
20008616	6	PIN ESCO TAP	354.66	USD
20008656	1	PUMP FUEL 6C3Z-9H307-AA NAPA # E2344M	435.35	USD
20008669	1	BEARING CARRIER 2591048C91 283071C93 NEW	48.75	USD
20008697	5	JETLUBE ECO-SAFE 5GAL. 14515	1,295.00	USD
20008698	4	JETLUBE NCS-30 1GAL. 16923	230.37	USD
20008792	1	PLATE BACKING RR FOR PARK BRAKE	149.87	USD
20008872	1	BIT END W/ARM D11 195-7171	1,305.18	USD
20008873	1	BIT END W/ARM D11 195-7172	1,305.19	USD
20008875	1	BELT SET W/PUMP & ALT. D275	34.16	USD
20008876	2	BELT AC D275 04120-21741	56.14	USD
20008944	1	EDGE CENTER CUTTING 4T-2989 D65WX 083	171.72	USD
20008995	1	CYLINDER TILT D11R/T EXCHANGE 9T-3715	6,893.84	USD
20009006	2	WASHER FOR IMPELLER GWP35.0301.8172	0.58	USD

Armstrong Energy, Inc.
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Material #	Total Stock	Description	Total Value	Crcy
20009087	2	BEARING (23048CC/C3W33) 16380006	3,822.78	USD
20009088	4	BUSHING (W-04-229-1)	-	USD
20009089	2	SHIM LAMINATED (22"OD X 16"ID X .125")	1,378.00	USD
20009099	20	PIN HOUSE ROLLER (92147-05M) 337,347,377	1,539.18	USD
20009100	6	SLEEVE HOUSE ROLLER (92147-05MS) PLASTIC	254.40	USD
20009101	67	BUSHING HOUSE ROLLER (92148-02) STEEL	2,412.17	USD
20009102	117	WASHER THRUST HOUSER ROLLER (92147-12)	1,681.29	USD
20009104	3	BEARING H242649 (G16270047) CONE	4,741.55	USD
20009116	2	HOUSING (G94865)	3,056.11	USD
20009117	4	SPACER (G95586)	2,596.80	USD
20009118	2	ASSEMBLY BEARING SHELL HOUSING (G95001-0	21,988.70	USD
20009119	2	RETAINER PLATE (G93551)	82.62	USD
20009121	1	PINION PROPEL SMALL (G92782-SPLINED)	13,621.00	USD
20009122	1	SHAFT PROPEL SMALL G97059-SPLINED 92781	8,612.50	USD
20009123	1	GEAR PROPEL SMALL (G92219-33-SPLINED)	24,327.00	USD
20009125	2	SCREW CONVEYOR 120" (337,347,377)	1,999.16	USD
20009129	2	ROLLER CRANK (G92288-02)	29,924.70	USD
20009130	12	BOLT CRANK ROLLER 91113-12 1.5X14.5 FINE	459.32	USD
20009131	2	PLATE FLANGE CRANK (92289)	6,851.20	USD
20009156	2	PINION ASSY HOIST/Drag DG77 ONLY	96,595.28	USD
20009158	2	PINION ASSY HOIST/Drag DG37/DG47 ONLY	86,611.66	USD
20009159	1	DRUM END (SPIDER) (337,347,377)	100.00	USD
20009164	1	REDUCER HOIST/Drag LEFT HAND G93341L	30,243.75	USD
20009165	1	REDUCER HOIST/Drag RIGHT HAND G93341R	10,699.65	USD
20009176	2	SHAFT MOTOR EXTENSION DG77 G95544ASSY	8,636.50	USD
20009178	2	BIT DRILL 9" VIPER DML VAREL	5,004.00	USD
20009183	1	DRUM BRAKE HOIST MOTOR (G92276)	636.00	USD
20009185	1	RETAINER (G92776)	717.36	USD
20009196	2	PLATE (G97082)	-	USD
20009197	1	HUB (G91653)	-	USD
20009198	1	BUSHING PROPEL (R5344101)	-	USD
20009199	1	GEAR	-	USD
20009200	1	SHAFT PROPEL CASE (G92227)	5,152.12	USD
20009202	3	RETAINER (G92777)	2,816.88	USD
20009203	1	RETAINER (G92273)	-	USD
20009205	4	KEY 93196 FOR G92782 KEYED PINION TAKE-2	3,902.92	USD
20009207	3	RETAINER (G94696)	1,475.95	USD
20009208	1	RETAINER (G97061)	-	USD
20009209	2	SHEAVE VERTICAL UPPER FAIRLEAD 337	23,520.69	USD
20009210	1	CAP (G92483)	-	USD
20009216	3	GEAR SWING MOTOR (G91628)	8,719.31	USD
20009217	1	HOIST PINION (G92761)	37,078.80	USD
20009219	3	BUSHING CRANK (G92235-01M)	60,981.80	USD
20009220	1	HOUSING (G95007)	-	USD
20009221	1	BUSHING (G92266)	-	USD
20009222	1	SLEEVE OUTER FALK (1070G20) PAGE	-	USD
20009223	3	UPPER LIFTING NUT (G92163-37)	563.13	USD
20009224	1	HUB (1070G) PAGE BORED 824/624 MOTOR	-	USD
20009225	2	BALL (G96479)	-	USD
20009227	4	PIN (G27385-05)	-	USD
20009228	1	FLANGE (G91113-11)	5,040.30	USD
20009231	2	SHAFT SHORT INTER. SWING (10N738)	16,953.88	USD
20009232	1	SHOE GUIDE (G94283-06)	6,175.45	USD
20009233	4	BUSHING (G91555)	-	USD
20009234	2	RETAINER (G97503)	272.86	USD
20009241	1	GUARD (G92947-11)	-	USD
20009248	4	ASSEMBLY BEARING (16270026)	27,471.64	USD
20009249	6	ASSEMBLY BEARING (16270046)	34,992.06	USD
20009252	3	ASSEMBLY BEARING (16270015)	5,833.17	USD
20009253	1	BUSHING UPPER (377002F)	898.57	USD
20009254	2	WASHER THRUST UPPER 377005F	3,741.80	USD
20009256	2	WASHER THRUST LOWER (377006F)	2,154.00	USD
20009257	1	BUSHING (G92267)	2,533.40	USD
20009258	2	BUSHING (G92290)	8,354.92	USD
20009259	3	BUSHING (G91114-01)	3,285.99	USD
20009261	4	SHEAVE LOWER HORIZONTAL FAIRLEAD 92792	18,997.81	USD
20009262	2	PINION DRAG (G92760)	46,716.64	USD
20009263	1170	CABLE HOIST 2-3/4"X585' LH PAGE	28,400.58	USD

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Material #	Total Stock	Description	Total Value	Crcy
20009265	2	CYLINDER BECKET DRAGLINE (96912-0014)	8,463.51	USD
20009266	4	BEARING ROLLER (280RN5100334R3)	13,790.64	USD
20009269	10	BELT BANANA SCREEN 5VX950	305.06	USD
20009270	8	BELT V VIBRATOR SCREEN C112	203.89	USD
20009271	13	BELT V REFUSE SCREEN C105	303.87	USD
20009272	2	BELT V DILUTE MEDIA	352.94	USD
20009275	10	BELT 8V2120 CYCLIC FEEDER	1,346.44	USD
20009277	3	BELT V TRAIN LOADOUT 5VX1000	90.66	USD
20009278	9	FILTER DUST COLLECTOR (6865)	564.96	USD
20009279	2	ASSEMBLY APEX (C854ST-CX-15.5)	11,790.00	USD
20009280	3	GASKET (C5065G-RN)	195.03	USD
20009282	2	GASKET (C8825G-RN)	326.48	USD
20009283	2	CONE SECTION C2435ST-CC NEW # -CR	4,827.63	USD
20009284	4	GASKET (104G-RN)	81.16	USD
20009285	2	SECTION CONE LOWER (C2203ST-CX)	4,022.67	USD
20009286	5	INSERT APEX (C4006C-CC-2.75)	2,876.76	USD
20009287	8	HOUSING APEX 604-ST	1,776.20	USD
20009288	1	SKIRT SPLASH (C4055ST-CR)	651.90	USD
20009289	4	CONE (HM237545)	3,174.02	USD
20009290	4	CUP (HM237510)	1,779.07	USD
20009291	1	SHAFT LONG (G92744-01) VERTICAL SWING	27,523.38	USD
20009292	1	GEAR SWING (R40673D1)	34,174.40	USD
20009293	1	COUPLING FALK LONG 1035G 1203233 BLANK	577.20	USD
20009294	1	NOZZLE FLOMAX FUEL (FN600BL/D)	1,208.40	USD
20009296	2	COUPLING SHAFT (G92216)	18,225.00	USD
20009297	4	GEAR SMALL (SEE NOTES) SWING	101,156.36	USD
20009298	2	GEAR LARGE SWING (1J293D1)	61,126.10	USD
20009299	4	BUSHING BOOM FOOT (G92166)	1,475.52	USD
20009300	2	SHAFT SWING (G96533)	41,008.38	USD
20009301	1	SHAFT MOTOR PINION G95544 401N5D1F1	7,510.10	USD
20009305	8	DEFLECTOR CHIP 7-5/8 RED LANATEX	1,432.00	USD
20009310	1	BUSHING (G99177)	-	USD
20009311	2	BUSHING CAM (G92287)	19,292.00	USD
20009312	4	CONE MOTOR EXTENSION SHAFT DG77 95500	1,337.62	USD
20009313	3	CUP MOTOR EXTENSION SHAFT DG77 95925	604.80	USD
20009314	2	COLLAR LOCK WALKING SHAFT G92229	2,167.44	USD
20009316	1	PINION WALKING SHAFT (93308)	24,580.92	USD
20009325	2	RETAINER (G92367-02)	344.96	USD
20009337	8	RADIO	399.92	USD
20009338	8	ANTENNA	143.99	USD
20009339	3	ASSEMBLY BEARING (16270023)	22,132.17	USD
20009340	2	CLAMP WALKING SHAFT G92230	13,409.00	USD
20009344	6	BUSHING TRI-PLATE ALT 318-3038 752	1,430.10	USD
20009345	10	INJECTOR GREASE GRACO 114909	773.06	USD
20009352	8	BELT V CLARIFIED WATER 5VX1500	337.93	USD
20009354	4	GOVERNOR AIR D2 (H284358)	63.72	USD
20009357	2	BIT DRILL 10-5/8" RB40 VIPER VAREL	6,311.81	USD
20009358	4	CLOTH JUTE	476.83	USD
20009375	2	RELAY TIMING (H3CRA8AC100240DC100125)	112.16	USD
20009384	900	HOSE DISCHARGE IRONSIDE 6" 300' ROLLS	3,148.20	USD
20009390	14	BRUSH MOTOR SYNCHRONOUS (H-3839)	319.74	USD
20009391	100	BRUSH MOTORS H D S & P (H-4336-QDC)	2,104.86	USD
20009392	70	BRUSH HOIST & DRAG GENERATOR (H-4560-QD)	3,339.96	USD
20009394	20	BRUSH SYNC. MOTOR EXCITER (H-3974)	311.05	USD
20009395	60	BRUSH HOUSE EXCITER (H-3959)	1,245.56	USD
20009405	11	FILTER FUEL 1R-0749	115.09	USD
20009409	3	PINION (401J2D1)	16,725.83	USD
20009410	2	PINION KEYED (G92782)	20,702.64	USD
20009411	2	GEAR PINION (G92778-02)	-	USD
20009412	1	SHAFT (SEE NOTES)	-	USD
20009413	2	BELT 980H & 740 ALT & A/C 164-4599	79.00	USD
20009414	1	BELT V PUMP COOLER AXLE 980H	15.74	USD
20009415	2	BELT 992G & 785 ALT. 141-7116	59.16	USD
20009416	1	BELT AC 992G 186-4195	39.04	USD
20009417	1	BELT ALT D9 243-1324	98.52	USD
20009418	2	BELT AC D9 173-7178	165.68	USD
20009419	2	BELT AC D10T 4N-2745	53.42	USD
20009421	1	BELT ALTERNATOR D11	20.69	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
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Material #	Total Stock	Description	Total Value	Crcy
20009422	1	BELT V D11R A/C	17.29	USD
20009423	2	BELT ALTERNATOR / AC 777F 220-2945	100.76	USD
20009424	4	BELT FAN 777F 4 - 266-2372 1 SET	172.89	USD
20009425	6	BELT V FAN T 773E	211.86	USD
20009426	1	SET BELT FAN 773F 4N-8278	96.69	USD
20009427	2	BELT AC AND ALTERNATOR 773F 253-4794	63.42	USD
20009428	1	BELT SET FAN 6215-61-3690 785	249.50	USD
20009429	2	BELT ALT & AC D375 HD465 PC1250	173.21	USD
20009430	1	BELT SET FAN HD465	251.56	USD
20009431	2	BELT V FAN DRIVE/WATER PUMP	41.85	USD
20009432	1	BELT V AC COMPRESSOR	31.82	USD
20009433	2	BELT V ALTERNATOR	68.92	USD
20009435	2	BELT ALT 60A W/PUMP 6741-61-1621	184.88	USD
20009436	1	BELT V A/C 04121-21748	44.98	USD
20009437	2	BELT V ALTERNATOR & WATER PUMP PC220	123.18	USD
20009438	2	BELT V A/C COMPRESSOR PC220	56.26	USD
20009439	2	BELT AC WB146-5 2938-07-1200	48.14	USD
20009440	2	BELT FAN ALTERNATOR & W/PUMP WB146-5	113.26	USD
20009441	2	BELT ALT WA500 PC800 6261-81-6810	96.30	USD
20009442	2	BELT V A/C COMPRESSOR WA500	41.70	USD
20009443	2	BELT ALT D475 WA800 WA900 04120-21951	73.00	USD
20009444	2	BELT V A/C BELT D475A	62.86	USD
20009447	3	BELT A/C COMPRESSOR PC800 04120-21737	76.35	USD
20009448	1	BELT V RIB FAN & ALTERNATOR WA250	72.44	USD
20009449	2	BELT V A/C COMPRESSOR WA250	48.84	USD
20009451	1	BELT V FAN GRADER G990	72.77	USD
20009452	2	BELT V ALTERNATOR & AC GRADER G990	110.26	USD
20009453	2	BELT AC ZX450 & ZX850 4612763	93.65	USD
20009454	2	BELT FAN & ALTERNATOR ZX450 & ZX850 11	192.65	USD
20009455	2	BELT EX1200 AC 4632986	235.35	USD
20009456	1	BELT V FAN SET 3 EX1200 4640039	851.10	USD
20009457	2	BELT V AC EX1900 & EX2500	159.68	USD
20009458	3	BELT FAN 3003341 EX1900	711.45	USD
20009459	2	BELT FAN 3003343 EX2500	604.23	USD
20009460	5	BELT V TUNNEL FAN/CROSS CONVEYOR @ TRAIN	125.55	USD
20009461	1	BELT V ENGINE GODWIN LIGHT TOWER FAN	10.33	USD
20009462	1	BELT V ENGINE GODWIN 4"	74.19	USD
20009463	2	BELT V COMPRESSOR GODWIN 4"	105.15	USD
20009464	1	BELT V ENGINE GODWIN R123436 25-080620	57.04	USD
20009469	6	IDLER TROUGHING 36" CAN 5"	788.75	USD
20009470	13	IDLER RETURN 36" CAN 5"	741.08	USD
20009471	11	IDLER TROUGHING 42" CAN 5"	1,748.70	USD
20009472	24	IDLER RETURN 42" CAN 5"	1,450.08	USD
20009473	5	IDLER TROUGHING 48" CAN 5"	896.28	USD
20009474	23	IDLER RETURN 48" CAN 5"	1,668.19	USD
20009475	5	IDLER TROUGHING 54" CAN 5"	1,074.21	USD
20009476	18	IDLER RETURN 54" CAN 5"	1,369.00	USD
20009478	22	IDLER RETURN 60" CAN 6"	1,737.34	USD
20009479	36	SEGMENT SWING 6" DG37 ONLY	136,270.00	USD
20009480	2	SHIM (G94772)	197.88	USD
20009481	4	SHIM (G91160-11)	574.16	USD
20009482	2	SHIM (G34208-28)	155.98	USD
20009483	2	SHIM (G34208-22)	233.20	USD
20009484	4	SHIM (G91150-01)	832.56	USD
20009485	2	SHIM PACK SWING MOTOR PINION 2ND INT	223.76	USD
20009492	4	SHEAVE DEFLECTION/MAST - (G91675-2)	5,772.88	USD
20009493	2	SHEAVE POINT 97080-06 377	28,873.88	USD
20009494	1	GEAR (G92217)	1,000.00	USD
20009495	2	GEAR	-	USD
20009496	4	GEAR (SEE NOTES)	-	USD
20009497	4	GEAR	949.34	USD
20009498	2	GEAR 1ST REDUCTION DG77 G94918 401J3D1	16,812.20	USD
20009499	1	GEAR (SEE NOTES)	-	USD
20009500	1	SHEAVE ASSY VERTICAL FAIRLEAD 377/347	14,614.87	USD
20009501	3	SHAFT PROPEL WALKING (G92787)	2,866.41	USD
20009503	1	SHAFT PROPEL 337, 347, & 377 (G92228)	14,048.03	USD
20009504	2	BEARING SPHERICAL (B92231-01)	-	USD
20009505	1	BUSHING (92158)	-	USD

Armstrong Energy, Inc.
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Material #	Total Stock	Description	Total Value	Crcy
20009506	2	GEAR LARGE SWING USED	4,018.25	USD
20009507	1	SHAFT (92764-01)	-	USD
20009508	1	GEAR (G95582-WIDE)	-	USD
20009509	1	SHEAVE DEFLECTOR SHAFT (96696)	-	USD
20009510	2	ROLLER FAIRLEAD GUIDE (96414) DG47/DG77	5,568.49	USD
20009511	1	HOUSE SHEAVE & BEARING USED	-	USD
20009512	1	ASSEMBLY FLANGE (96607)	22,110.16	USD
20009513	1	ASSEMBLY BEARING (91115)	-	USD
20009514	6	BALLS (95-98480)	-	USD
20009515	4	BEARING HOUSE (94884)	3,784.82	USD
20009531	1	SEGMENT SWING 8" DG47 ONLY	9,460.50	USD
20009545	8	BATTERY 8D 153-5720	1,881.43	USD
20009564	1	HOUSING BEARING WALKING SHAFT 752	30,942.46	USD
20009570	4	PACKING CUP 3" (518827) SWING BRAKE	104.81	USD
20009571	4	CONE (EE128111)	4,896.40	USD
20009572	4	CUP (128160)	3,080.48	USD
20009587	2	BEARING ROLLER (AM5136)	3,935.24	USD
20009596	2	FILTER FUEL FS1006 P552006 3645	52.62	USD
20009597	1	FILTER FUEL PRIMARY	67.41	USD
20009600	1	ARM CIRCLE TURN PINION (CH87297)	1,616.43	USD
20009604	2	SHIM PACK UPPER 2ND INT SWING GEAR DG37	110.24	USD
20009614	73	BOLT 5P-8823	703.84	USD
20009615	114	NUT 3K-9770	634.89	USD
20009616	120	WASHER 4K-0684	431.70	USD
20009617	2	EDGE CUTTING W/ARM D11 195-9173	2,104.64	USD
20009618	1	EDGE CUTTING W/ARM D11 195-9174	1,024.12	USD
20009619	1	EDGE CUTTING W/ARM D11 195-9175	1,124.14	USD
20009620	1	EDGE CUTTING LH W/ARM D11 201-1231	1,024.12	USD
20009623	4	ASSEMBLY BEARING (M249749 ASSY .#9-149)	15,940.23	USD
20009624	86	BOLT 5F-8933	191.43	USD
20009625	52	NUT 2J-3506	68.83	USD
20009626	125	WASHER 5P-8248	144.34	USD
20009631	2	BELT V FEEDER MAG 3VX600	17.38	USD
20009663	1	BIT END D65 14Y-71-11330 CURVED	100.80	USD
20009664	1	BIT END D65 14Y-71-11340 CURVED	100.80	USD
20009673	3	SLEEVE OUTER #7 PAGE	16,096.80	USD
20009721	4	TOOTH RIPPER D10 8E-5774	980.86	USD
20009731	1	HOUSING BEARING SHELL (G94884-0001P)	10,994.35	USD
20009740	2	SLEEVE (G92275)	6,333.72	USD
20009741	1	COUPLING (100G20)	-	USD
20009742	1	NUT (G92770-37)	-	USD
20009743	1	HUB (107442)	-	USD
20009748	4	FILTER FUEL 1R-0755	105.37	USD
20009749	1	PINION SWING RACK DG47 (92737)	-	USD
20009751	3	SPRING BRAKE (G6314-3700P)	1,103.81	USD
20009753	2	SPACER (94581)	-	USD
20009754	1	SPACER (57816)	-	USD
20009755	1	COVER (G23804)	-	USD
20009756	1	COVER (G97060-PB)	-	USD
20009757	1	RETAINER (G94562)	-	USD
20009758	1	SPACER (G94582)	-	USD
20009759	2	RETAINER (G98159)	-	USD
20009760	1	RETAINER (R3949FH)	-	USD
20009761	1	LIFTING BEARING SEAT (G92162-37)	-	USD
20009762	1	RETAINER (G92201)	-	USD
20009763	2	PIN 96334 PART # IN DG77 BOOK 96340	2,385.00	USD
20009765	2	CONTROLLER (650V/0010/460/RBN)	-	USD
20009766	1	BRAKE HOIST & DRAG (93330-0015)	-	USD
20009805	5	FILTER SEPARATOR FUEL/WATER 326-1644	89.07	USD
20009818	7	FILTER ENGINE OIL 1R-0716	88.15	USD
20009819	1	EDGE END 1U-0761 992	206.76	USD
20009820	3	PACKING CUP PISTON HOIST/DRAG/PROPEL BRK	344.64	USD
20009835	89	BOLT 4J-9208	314.33	USD
20009836	139	NUT 2J-3507	393.15	USD
20009837	178	WASHER 5P-8250	459.91	USD
20009945	6	FILTER FUEL FS19763 P550849 3763	68.11	USD
20009946	6	FILTER FUEL FF5644 DBF5782 3944	227.05	USD
20009947	6	FILTER FUEL PRIMARY ZX450 & ZX850 (4676	185.71	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
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Material #	Total Stock	Description	Total Value	Crcy
20009967	3	EDGE CUTTING D475 (198-71-A1550)	3,784.17	USD
20009968	2	EDGE CUTTING D475 (198-71-A1540)	1,730.90	USD
20009971	42	BOLT PLOW 1-3/8" X 4-1/2"	696.78	USD
20009972	28	BOLT PLOW 1-3/8" X 5-1/2"	288.96	USD
20009974	50	NUT 1-3/8"	160.06	USD
20009975	91	WASHER D475	173.94	USD
20009996	5	ASSEMBLY ROLLER REPLACEMENT 36"	166.45	USD
20009997	5	ASSEMBLY ROLLER REPLACEMENT 42"	176.15	USD
20009998	4	ASSEMBLY ROLLER REPLACEMENT 48"	149.58	USD
20009999	3	ASSEMBLY ROLLER REPLACEMENT 54"	118.01	USD
20010000	2	ASSEMBLY ROLLER REPLACEMENT 60"	85.24	USD
20010009	4	CONE (H247549)	7,556.03	USD
20010010	4	CUP (H247510)	4,388.02	USD
20010014	33	BATTERY ENERGIZER 9V	32.59	USD
20010035	2	EDGE CUTTING D65PX 14Y7111210MT -A21210	442.26	USD
20010036	1	BIT END D475 (198-71-A1520)	1,811.88	USD
20010037	2	BIT END D475 (198-71-A1530)	3,676.41	USD
20010039	15	BOLT PLOW 7/8" X 3-1/2" 2J-2548	44.05	USD
20010040	14	BOLT PLOW 7/8" X 5"	52.08	USD
20010042	2	SEAL 377 (23X9914)	176.15	USD
20010043	1	BEARING (MRC128)	1,315.83	USD
20010044	1	BEARING (MRC130)	1,477.78	USD
20010049	1	SHEAVE DUMP BLOCK (G923309-31)	9,875.00	USD
20010050	1	BEARING SPHERICAL G94561 NEW # R69430D1	8,943.96	USD
20010070	3	TOOTH LH HENSLEY 5000HLHHX	493.29	USD
20010071	4	TOOTH RH HENSLEY 5000HRHHX	666.46	USD
20010072	30	TOOTH CENTER HENSLEY 5000HHX	4,872.35	USD
20010073	5	PIN ROLL HENSLEY (5001P)	277.30	USD
20010110	2	BEARING SHELL LOWER (G94864)	5,494.85	USD
20010114	2	BEARING SHELL UPPER (G94863)	10,370.02	USD
20010115	1	PINION SWING RACK 377 (G94861)	33,089.42	USD
20010116	3	SPACER SWING SHAFT LONG (G94893)	1,719.81	USD
20010117	2	BALL SWING SHAFT LOWER OLD # 92775	11,917.22	USD
20010128	1	SPACER UPPER BEARING (92779)	200.18	USD
20010129	1	SPACER LOWER BEARING (92779-11)	200.18	USD
20010139	1	BIT END D7R 9W-6199	168.80	USD
20010140	1	BIT END D7R 9W-6198	168.80	USD
20010141	3	EDGE D7R 135-6537	529.11	USD
20010142	65	BOLT 6F-0196	139.56	USD
20010143	85	WASHER 5P-8249	126.95	USD
20010144	90	NUT 2J-3505	161.84	USD
20010145	3	EDGE CUTTING D10T 9W-6615	928.71	USD
20010146	2	EDGE CUTTING D10T 9W-6608	587.14	USD
20010147	2	BIT END RH D11 8E-4543	2,220.47	USD
20010148	2	BIT END LH D11 8E-4544	1,487.76	USD
20010161	1	ELEMENT (WE40)	262.94	USD
20010165	8	BATTERY 4D 153-5700	1,501.82	USD
20010168	3	FUSE (8ACLS-9R) CUTTLER HAMMER	1,620.00	USD
20010169	3	FUSE (8ACLS-4R) CUTTLER HAMMER	1,113.00	USD
20010170	3	FUSE (A825X50E-1) FERRAZ SHAWMUT	1,186.14	USD
20010171	12	FUSE (228-700-530) MERSEN	1,144.80	USD
20010178	6	BLADE WIPER 6V-7419	243.21	USD
20010180	1	COIL CONTROL 120V FITS SIZE #2 CONTACTOR	0.01	USD
20010191	1	FILTER AIR PRIMARY AF25962 OR 6922	39.08	USD
20010192	1	FILTER AIR SECONDARY AF25963 OR 6923	25.28	USD
20010193	1	FILTER FUEL FF5421 OR 3682	13.09	USD
20010194	1	SEPERATOR FUEL/ WATER FS19732 OR 3732	23.84	USD
20010195	1	FILTER LUBE LF3970 OR 7182	8.26	USD
20010201	4	DISCONNECT AC 103-6100	108.15	USD
20010204	15	O-RING 9X-7380	27.35	USD
20010205	15	O-RING 9X-7381	24.96	USD
20010244	2	BELT AC D6R 216-0349	55.10	USD
20010245	2	BELT ALTERNATOR D6R 241-4981	67.36	USD
20010246	1	SET BELT V	97.18	USD
20010272	48	BOLT (4F-4042)	162.42	USD
20010280	20	CUSHION COUPLING LOVEJOY (685 144 15157)	225.20	USD
20010289	2	LOCK WELD ON (TBB)	279.59	USD
20010374	12	CUSHION C-226 COUPLING (68514414547)	335.76	USD

Armstrong Energy, Inc.
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Material #	Total Stock	Description	Total Value	Crcy
20010411	8	BELT 5VX1030	246.46	USD
20010415	3	BELT 5VX1080	91.07	USD
20010416	8	BELT 5VX900	212.04	USD
20010444	4	TRUNNION BALL ASSY D11 209-7714	5,224.63	USD
20010475	2	SHAFT HORIZONTAL SHEAVE	2,338.97	USD
20010477	1	WASHER 94139	0.01	USD
20010485	10	HANGER DRAGLINE AUGER (162-353E)	1,439.60	USD
20010498	1	VENT VALVE LINCOLN 276325 HE3189	679.11	USD
20010512	1	HORN ADJUSTABLE AUDIBLE (5530M-24N5)	594.94	USD
20010515	26	BOLT EDGE CUTTING WA500 5P-8136	106.18	USD
20010520	1	MOTOR 1.5HP 145T FR. 1755 RPM (M3584T)	437.10	USD
20010532	1	RAIL HOUSE 175CR HH x 39' @ 26' RADIUS	3,985.00	USD
20010533	1	SHELL BEARING (G95005-0099)	17,659.60	USD
20010535	1	COLLAR (G92268)	1,099.37	USD
20010536	1	COLLAR (G92269)	3,438.95	USD
20010537	2	COUPLING SHAFT CROSSSHAFT (G92224)	12,720.00	USD
20010542	2	ASSEMBLY BOLT W/NUTS HOIST & DRAG	1,551.12	USD
20010543	2	ASSEMBLY BOLT W/ NUTS HOIST & DRAG PINI	1,144.80	USD
20010549	2	WASHER CUP (418T2)	1,082.72	USD
20010585	2	SHEAVE HOIST GUIDE 96695-10 377	14,256.00	USD
20010588	1	SHOE BUSHING (337,347,377) (G92293)	8,381.57	USD
20010591	3	ASSEMBLY LOADOUT GLASS AND DOOR (MLB1-LF	93.00	USD
20010592	2	SWITCH MOTION DIGITAL 450 515616	1,107.74	USD
20010593	1	SUPPLY POWER GE DOM II (1C3601A115A)	2,500.00	USD
20010594	1	BELT ALT. EX1900 EX2500 3639279 3644379	62.90	USD
20010600	1	SHEAVE HOIST GUIDE ASSY 34212-12 347	2,549.08	USD
20010601	2	SHAFT HOUSE SHEAVE (347) (94365)	2,430.60	USD
20010611	1	HANGER BANJO	46,621.09	USD
20010618	4	HOUSING RING (G93012)	2,541.72	USD
20010619	2	HOUSING BEARING (G92784)	2,167.50	USD
20010620	1	RETAINER (G94880)	1,069.39	USD
20010641	2	COUPLING HALF SPECIAL "MTO"	30,872.50	USD
20010643	6	SET FASTENER SPECIAL CTR "MTO"	5,249.10	USD
20010646	3	ASSEMBLY U-BOLT HOUSE SHEAVE ASSY 91265	423.18	USD
20010647	2	BRACKET TRUNNION ARCHLESS BUCKET	8,056.00	USD
20010649	3	SPACER (G94867)	1,219.44	USD
20010651	3	SHELL BEARING HOIST/DRAG SHAFT (G92762)	23,245.38	USD
20010654	1	ROLLER CRANK (G92288-02EMER)	5,216.00	USD
20010655	1	COLLAR (G92264)	1,332.57	USD
20010656	1	GEAR PROPEL (G92215-33)	51,046.02	USD
20010660	2	TOWER SPUD LH/RH	360,400.00	USD
20010665	5	HUB 11EB BORE 11" (JACK SHAFT) DRAGLINE	20,187.50	USD
20010673	8	TOOTH V51ARH	2,374.32	USD
20010675	7	RETAINER V51PN	446.32	USD
20010678	9	TOOTH RETAINING PIN EX1900N (V71PN)	422.98	USD
20010681	20	RING HENDRIX HX120R DG77	280.00	USD
20010682	2	ADAPTER INT HX534-120 DG77 603317 AMSCO	3,990.00	USD
20010683	2	SPOOL H534SP DG77 ONLY	304.88	USD
20010684	5	WEDGE 534W DG77 ONLY	917.50	USD
20010696	8	TOOTH EX1900 V71RYL	6,718.11	USD
20010697	15	RETAINER ESCO V61PNA	1,231.86	USD
20010698	1	ADAPTER TOOTH ESCO 5839-V61	1,105.34	USD
20010707	3	SHROUD WING TBW75X545-1A	2,971.35	USD
20010708	7	SHROUD CENTER TBC100X375-2	8,744.93	USD
20010709	5	SHROUD RETAINING PIN EX1900 TBP	415.62	USD
20010710	3	ADAPTER TOOTH 5897-V71	5,659.44	USD
20010712	1	ADAPTER TOOTH	0.01	USD
20010730	43	BOLT 5J-4773	61.31	USD
20010755	6	BELT V DILUTE MEDIA 5VX1400	235.57	USD
20010756	16	TOOTH ESCO V61SYL	3,407.02	USD
20010757	2	TOOTH DG77 HENDRIX HX120KM 603316 AMSCO	1,550.00	USD
20010778	6	BELT FANS HOUSE DRAGLINE	42.24	USD
20010779	11	PIN TOOTH TIGER TWIN (KP50C)	818.95	USD
20010812	5	ASSEMBLY ROLLER HOUSE (337,347,377) (G35	3,153.50	USD
20010818	8	BELT V 5VX-1120	293.67	USD
20010844	1	COUPLING SMITH BLAIR WRAP AROUND 3"	54.37	USD
20010846	2	COUPLING SMITH BLAIR WRAP AROUND 8"	169.07	USD
20010852	1	COUPLING SMITH BLAIR WRAP AROUND 12"	124.10	USD

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Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20010853	8	COUPLING SMITH BLAIR WRAP AROUND 6"	799.02	USD
20010857	1	BELT V (8/8V2120)	789.88	USD
20010858	4	COUPLING SHAFT (19991052)	665.55	USD
20010859	1	LABRINTH SEAL (94892)	1,425.39	USD
20010866	8	BELT HEAVY MEDIA 8VX2000	967.56	USD
20010867	1	POWER SUPPLY 24 DC (3200-00-0035)	-	USD
20010868	1	MODULE DIGITAL INPUT 4051 (3460-00-0116)	-	USD
20010869	1	MODULE USB SERIAL 4561 (3460-00-0119)	-	USD
20010870	1	MODULE DIGITAL OUTPUT 4068 (3460-00-0117)	-	USD
20010871	1	MODULE ANALOG OUTPUT 4024 (3460-00-0018)	-	USD
20010872	1	HEATER STRAP 24 DC 1M, 30W (4012-00-0045)	-	USD
20010873	1	ANALYZER COMPUTER (1610-00-0038)	-	USD
20011393	1	CARD ANALOG 1769-IF4 ALLEN BRADLEY	512.21	USD
20011399	2	RESISTOR 150 OHM 25W 5%	23.92	USD
20011400	3	RESISTOR ADJ. 5K OHM 100W 10%	126.88	USD
20011401	2	RESISTOR ADJ 1K 200-225W	128.96	USD
20011402	2	RELAY SUPPRESSOR COIL 220 OHM	36.04	USD
20011403	2	SUPPRESSOR SURGE 120 VAC	32.86	USD
20011404	2	VARISTOR 480/640 VAC 1600J 70KA	434.36	USD
20011405	1	BREAKER CIRCUIT 0.3A 80VDC 1P	127.36	USD
20011406	2	BREAKER CIRCUIT 0.2A 80VDC 1P	254.72	USD
20011408	4	CONVERTER -100mV INP	1,602.72	USD
20011409	2	MODULE SIGNAL ISOLATOR	801.36	USD
20011410	2	FAN BEIDGE COOLING FOR AFS110 & AFS280	146.28	USD
20011411	1	SHUNT 150A 100mV	46.85	USD
20011412	1	SHUNT 75A 100mV	46.85	USD
20011413	1	SHUNT 400A 100mV	51.02	USD
20011414	1	SHUNT 50A 100mV TYPE HA	46.85	USD
20011415	1	SUPPLY POWER	251.75	USD
20011416	1	SUPPLY POWER AC 110/220V	1,838.04	USD
20011417	2	MODULE MEMORY	340.22	USD
20011418	1	CONTACTOR SYNC MOTOR 350076 AVTRON	2,451.78	USD
20011419	1	CONTACTOR DC, 80ADC, 1000VDC	1,036.00	USD
20011420	1	RELAY SYNCHRONOUS MTR. PULLOUT	3,484.00	USD
20011421	1	RELAY 3P N.O. 65A@600V RES, 52A	175.14	USD
20011422	1	RELAY 3-PHASE MONITOR, 208/240	224.87	USD
20011423	2	RELAY NON-REVER 4POLE AB# 100-C12D10	114.48	USD
20011424	2	CONTACTOR ICE 4POLE NO-9A AB# 100-C09D10	120.84	USD
20011425	1	RECTIFIER BRIDGE 35A 600V	17.00	USD
20011426	6	MODULE SEMICONDUCTOR, SCR FOR AFS056	408.00	USD
20011427	4	MODULE SEMICONDUCTOR SCR FOR AFS280	1,331.36	USD
20011428	6	MODULE SEMICONDUCTOR SCR FOR AFS110	928.56	USD
20011429	1	TRANSFORMER POTENTIAL, 120:120,50-	84.41	USD
20011430	1	TRANSFORMER AUX. CURRENT	204.05	USD
20011431	2	TRANSDUCER WATT, 2E:I/P 0-5A, 0-150V	3,481.40	USD
20011432	1	RESOLVER HEAVY DUTY, 36:1 INTRNL	3,718.00	USD
20011433	1	ASSY CABLE 16 PT I/O MOD	178.86	USD
20011434	1	ASSY CABLE 1M LONG FOR 1756	343.84	USD
20011435	1	MODULE RESOLVER, 2 CHANNEL	2,878.09	USD
20011436	1	MODULE 24-PORT 10/100-TX	1,999.14	USD
20011437	1	MODULE 12-PORT 100-FX	4,500.74	USD
20011438	1	CHASSIS ETHERNET SWITCH	1,812.58	USD
20011439	2	SNUBBER PC ASSY.	1,064.00	USD
20011440	1	TRANSFORMER CURRENT	66.53	USD
20011441	1	TRANSFORMER DR ISOL 20 KVA	1,168.73	USD
20011442	1	TRANSFORMER DR ISOL 27 KVA	1,452.20	USD
20011443	1	TRANSFORMER DR ISOL 34 KVA	1,447.58	USD
20011444	1	TRANSFORMER DR ISOL 93 KVA	2,785.23	USD
20011445	1	CORD FIBER-OPTIC, MT-RJ/MT-RJ, 10M	131.00	USD
20011446	1	CORD FIBER-OPTIC, MT-RJ/MT-RJ, 15M	153.00	USD
20011447	2	CORD FIBER-OPTIC, MT-RJ/MT-RJ 5M	222.00	USD
20011448	1	CORD PATCH RJ-45, SHIELDED	30.59	USD
20011449	1	CORD PATCH RJ-45, SHIELDED	46.43	USD
20011450	1	CORD PATCH RJ-45, SHIELDED	30.59	USD
20011451	1	ASSY CABLE 26 CONDUCTOR	23.32	USD
20011452	1	ASSY CABLE 50 CONDUCTOR	28.62	USD
20011453	1	ASSY CABLE SIGNAL	40.28	USD
20011454	1	ASSY CABLE SIGNAL	90.10	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20011455	1	CABLE INTERCONNECTION, 5FT. FAX-32	119.78	USD
20011457	1	ASSY RESISTOR GEN DB & LATCH	2,310.80	USD
20011458	1	ASSY ATTENUATOR,VOLTAGE	979.12	USD
20011459	2	ASSY SNUBBER AC	1,032.86	USD
20012145	2	CELL LOAD SCALE 2500LB (046918)	1,280.48	USD
20012146	1	CELL LOAD SCALE 500LB (046916)	701.72	USD
20012147	1	CELL LOAD SCALE 1000LB (046917)	701.72	USD
20012149	1	KIT SHIM SCALE (003141)	256.52	USD
20012150	1	CARD OUTPUT SCALE 4-20mA (071637)	379.48	USD
20012151	2	SENSOR SPD SCALE 61-12C/CSA NEW # 081648	1,766.80	USD
20012152	2	ASSEMBLY BEARING (16330007)	8,348.58	USD
20012153	59	GATE SCALE SLIDE (UHMW)	616.65	USD
20012177	2	BEARING (22336CC/W33)	4,349.41	USD
20012178	1	ASSEMBLY BEARING (896)	-	USD
20012179	3	PUMP (32401011 D3EBC-87)	-	USD
20012200	4	TRAP GM1004 ARC GULTON	2,571.64	USD
20012201	3	CHOKE FI2558 FEMCO	940.14	USD
20012202	2	FILTER FI2560 FEMCO	814.97	USD
20012207	4	TRANSFORMER CURRENT 125X20:5	822.54	USD
20012208	2	TRANSFORMER CURRENT 75X20:5	562.80	USD
20012417	1	KIT STACK GRUNDFOS CR10-6 96508408	739.56	USD
20012418	1	KIT SEAL GRUNDFOS CR10-6 96511845	168.78	USD
20012419	2	KIT STACK GRUNDFOS CR32-5-2 96416908	4,430.33	USD
20012420	2	KIT SEAL GRUNDFOS CR32-5-2 96525490	595.21	USD
20012421	2	KIT GASKET GRUNDFOS CR32-5-2 96416598	251.09	USD
20012422	1	KIT GASKET GRUNDFOS CR10-6 96509610	158.18	USD
20012426	3	GASKET SUCTION FLANGE (12356G)	64.56	USD
20012427	3	GASKET DISCHARGE FLANGE (25113-038)	32.76	USD
20012428	24	ASSEMBLY ROTATING ADJUSTING SHIMS (33221	43.26	USD
20012429	2	ORING BEARING HOUSING (S1914)	10.92	USD
20012431	1	ORING BACK COVER (25152-384)	9.43	USD
20012432	4	ORING FRONT COVER (S1915)	21.84	USD
20012433	1	VALVE SUCTION CHECK (FLAP VALVE) 46411	219.21	USD
20012441	1	KIT REPAIR FFLOCCULANT PUMP 20GPM NALCO	2,023.54	USD
20012444	1	PUMP FLOC TANK RECIRCULATION NALCO	2,987.47	USD
20012582	1	STRAINER SCHROEDER SUCTION (SKB-1-1/2-SS	304.22	USD
20012583	1	SWITCH GEMS LOW OIL LEVEL (57144)	337.08	USD
20012584	1	SWITCH BARKSDALE PRESSURE (96101-BB2)	516.22	USD
20012585	4	GAUGE 0-3000PSI 1865-379-1/4-BP	30.78	USD
20012587	1	GUAGE SNUBBER SUN (NSAB-KXV-BA)	79.50	USD
20012588	1	HEATER 4KW IMMERSION OIL (BGS732J6-W22)	927.50	USD
20012589	1	VALVE DIRECT. SINGLE SOLINOID (DG5S82AMF	390.51	USD
20012590	1	VALVE DIRECT.SINGLE SOLINOID (DG4S4W-01-	213.42	USD
20012591	1	VALVE DIRECT.DOUBLE SOLINOID (DG5S82CMFW	625.40	USD
20012592	1	VALVE DIRECT.DOUBLE SOLINOID (DG454W016C	403.22	USD
20012593	2	VALVE PILOT CHECK PARKER (CPOM6DD)	1,556.08	USD
20012594	1	VALVE PILOT CHECK VICKERS(DGMPC-5-ABK-30	254.69	USD
20012595	2	VALVE FLOW CONTROL VICKERS (DGFN0650)	851.60	USD
20012596	1	VALVE FLOW CONTROL VICKERS (DGMFN-5YB2W-	113.21	USD
20012597	1	VALVE CHECK VIKERS (HSP-1000-12-65)	94.97	USD
20012598	2	VALVE PRESSURE RED. "A" PORT (DGXH061L60	1,825.58	USD
20012599	2	SWITCH PROX GO 11-12118-A3 294458064	901.89	USD
20012600	4	SWITCH PROXIMITY GO MAGNET AMS4 297.0702	205.64	USD
20012601	1	VALVE PRESSURE RED. "P" PORT (DGMX2-5-PP	410.75	USD
20012602	2	FILTER ELEMENT-PARKER (1R441)	74.08	USD
20012603	1	BULB/LAMP PILOTXMFR-RED SMALL800T-PST16R	134.70	USD
20012604	1	BULB/LAMP PILOT XMFR-GRESMALL800T-PST16G	134.70	USD
20012605	1	BULB/LAMP PILOTCLUSTERA/B800T-PC416-RRGG	439.89	USD
20012606	2	SWITCH FOUR WAY TOGGLE A/B(800T-T4T8AAXX	553.54	USD
20012607	2	BUTTON MOMENTARY PUSH A/B (800T-A2D1)	63.71	USD
20012608	2	BUTTON MOMENT. FLUSH HEAD RED (800T-A6D2	75.45	USD
20012609	2	BUTTOM PUSH ILLUMINATED GREEN(800T-PB16G	200.04	USD
20012610	2	BUTTON PUSH ILLUMINATED RED (800T-PB16R)	269.40	USD
20012611	1	BUTTON PUSH ILLUMINATED AMBER(800T-PB16A	134.70	USD
20012612	1	BUTTON PUSH/PULL2POS.ILLUM RED (800T-FXJ	174.26	USD
20012613	1	SWITCH 2POS.SELECT W/LOCK (800T-H31D1)	110.10	USD
20012614	1	SWITCH LIMIT (802T-ATP)	202.98	USD
20012615	1	ACTUATOR AB WAND LS (802T-W3B)	37.69	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
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Material #	Total Stock	Description	Total Value	Crcy
20012616	1	EYE PHOTO EMITTER AB (42GRL9042QD)	110.76	USD
20012617	1	EYE PHOTO RECEIVER AB (42GRR9003QD)	112.93	USD
20012618	2	CYLINDER DISCHARGE GATE 600.0022	1,672.13	USD
20012619	1	CYLINDER CHUTE UP/DOWN 600.0021	745.18	USD
20012620	1	CYLINDER CHUTE IN/OUT 600.0026	2,663.33	USD
20012621	1	CYLINDER TEST WEIGHTS 1H000040557	1,241.11	USD
20012623	6	ROLLER CHUTE UP/DOWN/TRVERSE (4M1)	99.24	USD
20012624	4	ROLLER CAM MCGILL (FCF-4)	528.08	USD
20012625	1	INDICATOR SCALE RICE LAKE (920I)	2,014.00	USD
20012626	2	MODULE OUTPUT OPTO22 GEN.4-AC (G40AC5A)	25.44	USD
20012627	1	LOADCELL DBL. ENDED SHEARBEAM (80210-50K	2,862.00	USD
20012628	1	INDICATOR BIN LEVEL SVS 2000 (SVS2000AAB	2,480.40	USD
20012629	1	SWITCH 3POS. SELECT. MAINT. (800T-J17KC	78.52	USD
20012630	2	BLOCK CONTACT 1 N.O. (800T-XD1)	29.64	USD
20012631	2	BLOCK CONTACT 1 N.C. (800T-XD2)	39.39	USD
20012632	6	BLOCK CONTACT 2 N.O. (800T-XA2)	199.14	USD
20012633	1	METER HOUR 120VAC ENGLER (10NG7)	148.40	USD
20012634	1	RELAY SERIES RH 4 PDT 120VAC (RH4B-UL-12	31.80	USD
20012635	1	RELAY DELAY TIME OFF-2PDT 120V (GT3F-2A6	127.20	USD
20012636	1	BREAKER CIRCUIT 10AMP WEIDMULE (91019035	53.42	USD
20012637	1	SENSOR SET MICROCELL LEVEL (M32LXF-1005)	699.60	USD
20012703	5	SPEAKER EXTERNAL	78.75	USD
20012705	1	CYLINDER BRAKE HOIST & DRAG (91602)	3,111.11	USD
20012714	3	STONE SEATER BRUSH CLEANER (23-042S)	312.45	USD
20012733	12	COMPOUND 2-HOUR SET BEADED S&S 5-B	2,696.64	USD
20012734	5	SCREEN FLUME W/GRIZZLY'S (SB0171) PWP	3,359.00	USD
20012735	5	SCREEN FLUME W/GRIZZLY'S (SB0172) PWP	4,061.25	USD
20012748	3	RELAY SCALE (G4 0DC5 (OR) 039669)	197.16	USD
20012811	8	IDLER TROUGHING 60" 6" CAN	1,615.20	USD
20012828	5	BELT SCHNEICK DRYER FLOTATION 8VX1900	541.08	USD
20012976	6	BELT FEEDER JEFFERY 480H150	183.49	USD
20012983	8	BELT 5VX710 CRUSHER MIDWAY	160.88	USD
20013023	2	COIL IGNITION IC558	91.63	USD
20013111	1	STEP PC 800 209-30-78340	1,364.29	USD
20013115	1	WIPER CUTTER 9" PRIMARY (42PS271)	68.38	USD
20013116	4	WIPER CUTTER 7.5" PRIMARY (42PS222)	601.02	USD
20013117	4	WIPER CUTTER 7.5" PRIMARY (60PS197)	601.02	USD
20013118	7	WIPER CUTTER 2" SECONDARY (12SS66)	233.52	USD
20013119	5	WIPER CUTTER 1.5" SECONDARY (12SS61)	135.55	USD
20013120	12	HAMMER IMPACT MM1B REPLACES MM1A	3,164.86	USD
20013121	4	PLATE PERFORATED CRUSHER SCREEN 5/8"	1,500.60	USD
20013152	5	SCREEN FLUME W/GRIZZLY'S (SB0173) PWP	3,986.25	USD
20013155	2	PLATE PERFERATED CRUSHER SCREEN 5/8"	971.24	USD
20013204	4	BELT V AX71	32.60	USD
20013237	8	SPRINGS OUTER (J-0808)	1,704.00	USD
20013238	6	SPRINGS INNER (J-0809)	783.12	USD
20013309	11	PLUG 12 VOLT ACCESSORY	25.54	USD
20013318	2	BELT V	19.72	USD
20013319	4	BELT V 5VX650	88.30	USD
20013343	2	BELT DRYER BANDED 5R5V1500	898.25	USD
20013348	3	SWITCH TILT (230)	509.83	USD
20013419	8	SPRINGS OUTER (J-0522-A)	1,997.29	USD
20013420	8	SPRINGS INNER (J-0706)	1,148.39	USD
20013433	1	MOTOR ELECTRIC 1/2 HP 56C CM3538 C DUTY	228.43	USD
20013444	1	SET PACKING GLAND MM150-111-43104	177.15	USD
20013512	6	BELT V 5VX1700 CMI DRYER DOCK	332.04	USD
20013606	1	BELT V TRUCK HOPPER FEEDER KANAWHA	714.59	USD
20013627	4	COUPLING SMITH BLAIR WRAP AROUND 4"	238.73	USD
20013633	8	BELT V BX80	92.16	USD
20013635	13	GLUE TILE FAST SET S&S5	2,633.00	USD
20013640	1	PLATE CLOSURE BELT (42PS98)	224.35	USD
20013642	1	SUPPLY POWER PRINTER LOAD OUT (499.1249)	53.00	USD
20013644	1	SWITCH BARKSDALE M1180 (T-2HS251-3-A)	534.71	USD
20013645	1	BOARD MOTHER RAMSEY (048426)	3,925.00	USD
20013646	1	OUTPUT RAMSEY ANALOG (071637)	338.14	USD
20013680	2	CARTRIDGE VALVE LOAD-OUT (UBFCT-BJ)	689.00	USD
20013684	8	SPRING SCREEN REFUSE OUTER 6 X 16 (J-0	2,102.34	USD
20013685	8	SPRING SCREEN REFUSE INNER 6 X 16 (J-07	1,210.04	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20013686	1	MOTOR ELECTRIC 20 HP 256T FRAME 230/460V	1,337.83	USD
20013687	1	MOTOR ELECTRIC SHAFT DUAL 15HP 1800 RP	1,828.50	USD
20013697	9	STRAP GROUND BRAID FLEXIBLE (BD12)	825.66	USD
20013701	4	COLLECTOR BRUSH RING (G5762-01)	1,531.41	USD
20013702	10	SPRING COMPRESSION (G5768)	393.05	USD
20013703	2	BRUSHHOLDER (G5763-01)	1,726.30	USD
20013708	5	SCREEN FLUME W/OUT SKID BARS PWP	2,592.25	USD
20013713	1	COUPLING FLUID DRIVE FALK MWP/PWP	7,697.31	USD
20013714	1	GASKET SLEEVE W/SEAL (1020G20)	145.59	USD
20013715	1	HUB FLEX (FALK) (1020 G10-20 2-3/8")	189.27	USD
20013716	1	HUB FLEX (1020 G10-20 2-1/8")	189.28	USD
20013717	1	SET FASTENER (6)FALK (1020 G20/32/52/82)	32.56	USD
20013734	2	FILTER REGULAR 1/4" C22D-02M (PTS-CH222B	483.81	USD
20013748	4	BLADE WIPER PRIMARY CUTTER	250.50	USD
20013753	2	STOP PULL (CH880)	513.04	USD
20013777	1	VALVE 4-WAY SOLENOID (8342G003)	227.80	USD
20013784	2	CLAMP F2DZ-7E400-A	20.72	USD
20013785	2	BUSHING F37Z-7L278-A	8.08	USD
20013786	1	PLUNGER F7DZ-7R264-AA	16.67	USD
20013812	30	LUG PAN LCA3/0-12-X COPPER COMPRESSION	54.00	USD
20013985	4	BLANKET WELDING 6"X50YD TIL59060	3,109.89	USD
20014009	1	SUPPLY POWER MOUNT RAIL DIN 24	203.82	USD
20014022	2	MOTOR ELECTRIC 15HP 3600RPM 132 M FRAME	1,576.76	USD
20014024	2	KIT GASKET GRUNDFOS CR45 96416600	287.01	USD
20014025	2	KIT STACK GRUNDFOS CR45-4-2 96416229	4,831.97	USD
20014049	1	PUMP 10 GPM GG4195 NALCO	1,073.78	USD
20014067	1	SPROCKET (ERIEZ) (3N-9971350)	2,316.00	USD
20014068	2	SPROCKET DRIVE (ERIEZ) (2N-9971349)	2,091.00	USD
20014069	1	MOTOR GEAR (ERIEZ) (2N-9954155)	2,940.00	USD
20014079	5	PUMP PACKING (MM250-111-43103)	1,356.21	USD
20014108	1	MOTOR 7.5 HP 1800 RPM 213T FRAME DESIGN	525.36	USD
20014110	1	MOTOR 5 HP 3600 RPM 184T FRAME DESIGN B	439.90	USD
20014127	2	KIT SEAL (CH306)	74.20	USD
20014141	4	BELT V SAMPLERS ONLY CP85	73.99	USD
20014231	2	BEARING SPHERICAL ROLLER 4-15/16	1,343.97	USD
20014232	2	HOUSING BEARING SPHERICAL 4-15/16	1,546.94	USD
20014233	2	ADAPTER BEARING 4-15/16	401.25	USD
20014270	1	BOX GEAR MIXMOR MIXER	2,116.13	USD
20014272	1	SHAFT HOLLOW BORE 2.000" (HSS SAMPLER)	234.66	USD
20014273	1	DISC SHRINK (HSS SAMPLER)	765.50	USD
20014274	1	COVER SHRINK DISC. (HSS SAMPLER)	55.83	USD
20014275	1	BUSHING BRONZE 2in (HSS SAMPLER)	109.25	USD
20014276	1	RING SPLIT (HSS SAMPLER)	55.80	USD
20014296	1	SUPPLY POWER (1606-XL120D)	360.83	USD
20014302	30	SEAL LINK W/SS BOLTS LS-575-S316	974.35	USD
20014306	2	KIT STACK GRUNDFOS CR32-3-2 96416906	2,088.52	USD
20014322	1	VFD 22A 480V HIM DNET 10HP HD	4,321.41	USD
20014323	1	VFD 125A 480V HIM DNET 75HP HD	12,294.08	USD
20014324	1	VFD 156V 480V HIM DNET 100HP HD	13,550.18	USD
20014325	1	VFD 180A 480V HIM DNET 125HP HD	16,175.18	USD
20014367	2	RECEIVER LIGHT 4 AIR EAGLE	998.44	USD
20014382	1	MOTOR 5HP GRUNDFOS 184TCZ 85600H12	727.04	USD
20014388	4	TILE HEX CERAMIC 1/2" THICK BY BOX	528.66	USD
20014437	1	INSERT PRINTER THERMO	631.07	USD
20014438	4	MODULE BOX BLACK SHORT HAUL	652.56	USD
20014619	3	CAPACITOR 25MF 450V HUSH35132	176.68	USD
20014652	6	BELT V	159.96	USD
20014657	4	ROD HAMMER 3/4' DIA X18-1/4"LONG20"X18"	403.69	USD
20014658	1	LINER REAR	234.90	USD
20014659	4	ROD HAMMER 3/4" DIA X 12-1/4" LONG	394.32	USD
20014661	1	BOX JUNCTION (GLT416)	33.60	USD
20014669	2	CABLE MAST HUSH15006	44.94	USD
20014714	2	FILTER OIL SCREEN BOWL DECANter 10187	17.53	USD
20014735	2	GRID KOP1090	478.93	USD
20014760	3	COUPLING SPIDER/L099/100 HYTRE	132.25	USD
20014761	2	COUPLING SPIDER L150 HYTRE AUGER 752	42.61	USD
20014763	2	IDLER SELF ALIGNING TROUGHING 36"	819.19	USD
20014764	1	IDLER SELF ALIGNING TROUGHING 42SB	424.89	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20014765	1	IDLER SELF ALIGNING TROUGHING 48SB	492.67	USD
20014766	2	IDLER SELF ALIGNING TROUGHING 54SB	934.02	USD
20014767	1	IDLER SELF ALIGNING TROUGHING 60SB	775.80	USD
20014768	2	IDLER SELF ALIGNING RETURN 36SB	688.60	USD
20014769	1	IDLER SELF ALIGNING RETURN 42SB	386.13	USD
20014770	1	IDLER SELF ALIGNING RETURN 48"	407.32	USD
20014771	1	IDLER SELF ALIGNING RETURN 54SB	435.57	USD
20014772	1	IDLER SELF ALIGNING RETURN 60SB	500.90	USD
20014848	30	SEAL LINK W/SS BOLTS LS-360-S316	484.20	USD
20014862	2	SCREEN SAMPLE CRUSHER 1/2" PERF 20" X12"	828.39	USD
20014864	2	HUB LOCKING AC3Z-3B396-A	354.11	USD
20014865	1	PORT 8 ROCKETPORT INTERVACE POD	360.40	USD
20014886	1	COIL 120V AB SIZE 4 CONT. CE236(CB236)	230.44	USD
20014893	1	CONTACTOR AB SIZE 4 3P 460V 500F-EOD930	2,495.87	USD
20014899	3	COUPLING SMITH BLAIR WRAP AROUND 10"	311.80	USD
20014917	5	SCREEN FLUME (SF1888) PWP	3,140.00	USD
20014928	10	PANEL URETHANE SCREEN 1/4MM X0483 CONN	560.00	USD
20014929	10	PANEL URETHANE SCREEN 1/2MM X-0484 CONN	560.00	USD
20014973	12	PANEL 12" X 12" X 1" MM X-0486 CONN	672.00	USD
20014974	28	PANEL 12" X 12" X 3/4" SQ.OPENING X-0677	1,568.00	USD
20014975	10	SCREEN FLUME CLEAN COAL SF001670 MWP ADP	4,142.00	USD
20014976	20	SCREEN REFUSE FLUME (SF001671) MWP	10,576.50	USD
20014984	8	SPRING OUTER RAWCOAL DESLIME (J-1207)	2,148.44	USD
20014985	2	SCREEN SIEVE SC002175	3,534.00	USD
20014987	95	SPRAYS PREP PLANT (3/4 KQT PPUR210)	3,027.14	USD
20014988	10	SCREEN FLUME SHORT GRIZ SB000162 MWP ADP	6,205.00	USD
20014989	20	SCREEN FLUME LONG W/GRIZZLY SB000163 MWP	15,803.50	USD
20014991	6	TILE CERAMIC PLAIN 4"X6"X1" BY BOX	372.78	USD
20014992	5	TILE CERAMIC PLAIN 4"X6"X1/2" BY BOX	307.06	USD
20014993	4	TILE CERAMIC PLAIN 1/4"X4"X 6" BY BOX	317.49	USD
20015000	8	SPRING INNER DISCHARGE END (J-1208)	1,193.57	USD
20015001	1	REDUCER GEAR (SCXT425)	2,133.34	USD
20015029	8	SPRING MOTION SIDE (J0787)	652.72	USD
20015030	10	SEAT URETHANE SPRING (J0789)	749.27	USD
20015031	10	PANEL 12 X 12 W/DAM 1MM X-0626 CONN	600.00	USD
20015033	1	PIPE FEED 6" SCREENBOWL 40" X 60" (15555	460.14	USD
20015122	20	HOSE SUCTION WATER 8" 20' SECTIONS	513.00	USD
20015211	1	FRAME TAKE UP (PTA300X24)	320.83	USD
20015216	4	EDGE CUTTING 1U0762 992	1,844.12	USD
20015262	5	TOOTH RIPPER D11 122-2552	1,987.62	USD
20015263	6	PIN RIPPER 9N-4245	115.27	USD
20015274	1	COUPLING LOVEJOY L150 1-3/4" AUGER 752	41.49	USD
20015275	1	COUPLING LOVEJOY L150 1-1/2" AUGER 752	41.49	USD
20015276	1	BASKET DRYER LUDOWICI 5320-063-013	4,050.00	USD
20015317	1	PUMP HYD PTO P315B296BIAB20-65GNAB15-1	537.37	USD
20015360	2	U-JOINT P374 FRONT AXLE	79.67	USD
20015421	2	BEARING (23036CJC3W33) 16380004	1,551.06	USD
20015433	3	BELT ALT EX1200 04120-21746	89.04	USD
20015496	3	SENSOR ANALOG SLIP 452	1,049.56	USD
20015501	1	GROMMET RUBBER (PF-1)	13.78	USD
20015548	2	SWITCH PULL CORD (RS-1)	693.82	USD
20015549	2	SWITCH ALIGNMENT (TA-1)	515.88	USD
20015567	1	MOTOR CHEMICAL MIXING (1-1/2 HP H1014 17	328.36	USD
20015570	3	ASSEMBLY SEAL (46513-154) GORMAN-RUPP	1,212.12	USD
20015571	4	O-RING FOR SEAL SLEEVE (25154-026) GORM	1.95	USD
20015614	2	GASKET STARTER 4H-7869	5.41	USD
20015615	10	GASKET STARTER 4N-1059	29.89	USD
20015633	1	SET V BELT - CRUSHER	70.33	USD
20015639	1	PIN HANGER - SPUD TOWER	5,048.57	USD
20015657	8	BLADE WIPER 5C-8811	226.46	USD
20015658	7	BLADE WIPER 128-5040	133.88	USD
20015679	1	ENCLOSURE MERCMaster III	308.84	USD
20015680	12	BULB/LAMP M175 MERCMaster III PULSESTART	373.00	USD
20015681	2	GLOBE MERCMaster III 300WA	53.48	USD
20015682	2	GUARD MERCMaster III	43.70	USD
20015683	1	PENDENT 3/4" MERCMaster III	27.19	USD
20015684	1	HOOD MTG MERCMaster III	49.05	USD
20015689	7	BLADE WIPER 6V-5849	140.81	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20015714	1	PINION GEAR G92778-U SHORT SWING SHAFT	0.01	USD
20015719	1	SPACER AND DEFLECTOR (G94881)	1,057.94	USD
20015744	2	PIN SHOE (337)	400.00	USD
20015773	3	SHAFT AUGER DRIVE (19991051)	412.95	USD
20015776	1	ASSEMBLY PINION INPUT 92755-02-ASSY DG77	12,435.25	USD
20015821	3	OIL GEAR SYNTHTIC 50W	660.27	USD
20015866	3	COUPLING SHAFT CROSS (G92224-R)	4,046.25	USD
20015874	4	CARTRIDGE NITROGEN LT-10-R (13193)	174.37	USD
20015896	2	SCRAPER BLOCK GRAPHITE (299201007)	879.32	USD
20015954	1	SWITCH TOGGLE WEATHER PROOF (65707)	55.75	USD
20015980	1	PIN FAIRLEAD PIVOT (G96408)	5,168.56	USD
20015981	3	BOLT FAIRLEAD ROLLER GUIDE 96415 DG47/77	4,125.81	USD
20015994	1170	CABLE HOIST 2-3/4"X585' RH PAGE	26,793.00	USD
20016176	1	PINION SWING REDUCTION 1ST (401J2D1-EMER	471.88	USD
20016177	1	GEAR SWING W/PINION G94918 AND G94868	0.01	USD
20016346	9	BELT V COMPRESSOR ALL PLANTS (3VX425)	54.70	USD
20016376	1	ASSEMBLY CROSSOVER PROPEL CASE SHAFT BRG	10,836.16	USD
20016377	1	NUT LIFTING LOWER (G92270-37)	-	USD
20016378	1	PIN LIFT TUB (G92769)	-	USD
20016379	1	ASSEMBLY BEARING (16330007-USED)	1.00	USD
20016380	1	SEAT BEARING LIFTING (G92162-37-USED)	-	USD
20016415	1	SPACER PINION PROPEL INTER SAME -11	605.18	USD
20016432	2	BEARING BALL DBL 23422-412	438.68	USD
20016531	2	STUD PIN FLANGE CENTER (G92156-11)	520.18	USD
20016565	4	HOUSING BRG 2-15/16 4 BOLT BASE	1,232.74	USD
20016568	2	WASHER END (G94700)	401.52	USD
20016569	2	PLATE BEARING POINT BOOM (G94695)	1,569.10	USD
20016580	30	BOLTS CAM COLLAR DG77 (S7-00377 1-1/2X10	2,026.20	USD
20016617	3	SHIM IMPELLER (GWP36.0646.6533)	22.92	USD
20016743	2	COUPLING LOVEJOY L075 1/2" ENCODER	10.28	USD
20016745	4	SPIDER LOVEJOY L075 ENCODER	19.80	USD
20016775	6	RETAINER BEARING UPPER (G92894)	2,625.11	USD
20016776	6	RETAINER BEARING LOWER (G92893)	3,624.23	USD
20016778	1	SET FASTNER FALK 1035G20 DG77	72.80	USD
20016785	2	SPACER BEARING UPPER (G92892)	267.12	USD
20016786	2	SPACER BEARING LOWER (G92892-11)	735.64	USD
20016788	2	RETAINER LOWER BRG G92773 R80986F1	2,400.00	USD
20016792	1	CONTACTOR ELECTRIC WINCH (11293)	228.96	USD
20016793	2	RELAY 12V 30/40 W/DIODE (65049)	21.84	USD
20016796	2	CABLES .188 X 11' STEEL W/SWEDGE (14151)	28.90	USD
20016799	2	SUPRESSION BOOT FIRE (56759)	8.16	USD
20016801	2	RETAINER (G34105-01)	1,070.60	USD
20016802	3	COLLAR ADJUSTING (G34105-11)	1,898.46	USD
20016803	1	GEAR SMALL (1J294U)	100.00	USD
20016805	2	SHAFT HOIST GUIDE (93152) DG37 RG93152	15,058.36	USD
20016850	1	PULLEY LOWER (2202703202)	166.64	USD
20016856	1	SOCKET LIGHT (HUSH11394)	7.60	USD
20016864	1	SWING BRAKE FLANGE/DRUM (G91652R)	4,330.08	USD
20016867	1	CABLE BOOM GLT416 (HUSH14798)	8.54	USD
20016869	1	LENS GLT416 HUSH11303	35.94	USD
20016870	1	WINCH ELECTRIC GLT416 (HUSH12874)	532.65	USD
20016871	2	CONNECTOR JUNCTION BOX GLT416 (HUSH66100	4.30	USD
20016873	5	CONNECTOR 5 POSITION (HUSH66102)	15.30	USD
20016874	1	BREAKER 10 AMP 240V (HUSH65850)	11.18	USD
20016875	2	BREAKER 30AMP GLT416 (HUSH65851)	64.74	USD
20016879	1	KEYSWITCH MITSUBISHI L3E (HUSH15195)	102.12	USD
20016892	2	TENSIONER BELT COPCO COMP (2202703300)	70.67	USD
20016894	3	SOLENOID AIR (MAC 92B-AAB-000-DJAP)	238.50	USD
20016895	7	KIT GRAHAM WHITE #600-NC-125 (164-002)	259.70	USD
20016896	4	COIL FOR G/W #600-NC-125VDC (1714-012)	526.82	USD
20016898	1	CONNECTOR 3 POSITION (HUSH66101)	3.39	USD
20016900	1	SHEAVE HOIST GUIDE 34212-B 337	16,506.32	USD
20016902	2	CONE (TIM 387)	50.22	USD
20016903	2	CUP (TIM 383A)	38.96	USD
20016916	1	KIT MPV THERMOVALVE (2901109500)	263.01	USD
20016917	1	KIT UNLOADER 2901029801	109.46	USD
20016918	1	SOLENOID LOAD (2202729801)	133.43	USD
20017017	10	BLADE WIPER 6V-5851	229.65	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20017045	20	LAMP LIGHT SERVICE ROUGH 100 WATT	34.70	USD
20017046	19	LAMP LIGHT 500W 130V	87.83	USD
20017058	480	CABLE ARMORED #8/3 C WG PVC HW301-00803	1,209.68	USD
20017115	3	VALVE TRACKING LR5-0201 (PTS-CH215)	1,023.96	USD
20017116	1	BELT TENSION FAULT OVERTRAVEL (PTS-CH213	201.98	USD
20017117	1	ASSEMBLY BEARING CAST CLSE BPLB684 (PTS-	631.76	USD
20017118	1	ASSEMBLY BEARING CAST CLSE BS2270 (PTS-C	769.72	USD
20017193	2	BATTERY 3.6V	182.51	USD
20017201	2	BELT ALTERNATOR D10T 350-1223	162.34	USD
20017238	8	LOCKNUT STEEL 1/2" NEER EGS L-100	0.42	USD
20017295	4	SEAL OIL S1917	87.56	USD
20017300	2	GASKET PLATE SEAL 12350G	7.95	USD
20017311	6	FILTER FUEL SECONDARY NEW 8981527381R	212.61	USD
20017319	2	SEAL HUB CENTER AC3Z-1S175-A NAPA #16510	21.86	USD
20017401	1	PAPER 433.0050 3-1/8"X5-1/2" PER BOX	200.34	USD
20017442	4	LENS COVER GREEN	23.61	USD
20017546	3	IDLER IMPACT 5" DIA C-SERIES FOR 35 DEG	413.82	USD
20017571	1	SPACER LOCKING DG37 ONLY (95585)	697.48	USD
20017582	6	FILTER OIL ATLAS COPCO (2903033701)	265.98	USD
20017583	7	SEPARATOR OIL ATLAS COPCO (2903087100)	1,808.74	USD
20017584	8	BELT V ATLAS COPCO XPA1030	147.62	USD
20017585	3	FILTER AIR ATLAS COPCO (1613900100)	178.60	USD
20017588	1	RELAY .4-2.0A E3 PLUS OVERLOAD ALL PREP	806.70	USD
20017589	1	RELAY 1.0-5.0A E3 PLUS OVERLOAD ALL PREP	98.78	USD
20017590	1	RELAY 3-15A E3 PLUS OVERLOAD ALL PREP PL	806.70	USD
20017591	1	RELAY 5-25A E3 PLUS OVERLOAD ALL PREP PL	806.70	USD
20017592	1	RELAY 9-45A E3 PLUS OVERLOAD ALL PREP PL	917.28	USD
20017593	1	RELAY 18-90A E3 PLUS OVERLOAD ALL PREP P	917.28	USD
20017594	1	RELAY 9-5000A E3 PLUS OVERLOAD ALL PREP	951.75	USD
20017595	1	MODULE 120 VAC INTERFACE (FOR ALL PREP	39.99	USD
20017648	1	STARTER F350 244-9292	133.42	USD
20017655	10	CONNECTOR BRUSH (07-001420-1-01)	98.80	USD
20017656	40	HOLDER BRUSH (36A160423AAG02)	2,234.40	USD
20017893	2	SWITCH PRESSURE BARKSDALE C9612-3	561.80	USD
20017898	2	RELAY AIR MAC 55B-11-RA	128.80	USD
20017899	3	VALVE PRESSURE RELIEF GRACO 115122	82.68	USD
20018020	1	SENSOR SPEED ZERO SAMPLER CRUSHER (2-944	1,717.03	USD
20018078	200	SKIRTBOARD RUBBER 1"X 6" 50' ROLLS	1,057.88	USD
20018092	2	BATTERY NAPA 75XDT800	360.63	USD
20018142	2	LENS GLASS OVAL 13369	51.09	USD
20018201	13	OIL COMPRESSOR LOW PRESSURE DML	1,774.66	USD
20018217	1	LINER SEAL (7408 14010)	32.91	USD
20018220	2	BEARING BALL (23421-461)	360.50	USD
20018221	1	ASSEMBLY VALVE FLAP 6" (46411-064)	127.24	USD
20018222	1	WAVY WASHER, (23963-327)	6.95	USD
20018223	3	SEAL GREASE (GS1500)	332.47	USD
20018225	1	SET GASKET (34G)	19.41	USD
20018226	2	GASKET FLANGE (1679G 19370)	11.46	USD
20018227	1	GASKET (7668G)	7.31	USD
20018228	1	GASKET (11402G)	9.75	USD
20018229	1	KIT COUPLING (48112-001)	538.95	USD
20019236	1	MOTOR ELECTRIC 40HP 324T (C-40HP 324T NE	1,785.00	USD
20019237	1	MOTOR ELECTRIC 30HP 286T (C-30HP 286T NE	1,650.00	USD
20019238	2	MOTOR ELECTRIC 15HP 254T (C-15HP 254T NE	1,958.60	USD
20019239	1	MOTOR ELECTRIC 10HP 215T (C-10HP 215T	596.00	USD
20019241	1	MOTOR ELECTRIC 100 HP 444T (C-100HP	7,698.00	USD
20019242	1	MOTOR ELECTRIC 150HP 1800 RPM	9,434.00	USD
20019243	1	MOTOR ELECTRIC 200HP 1800RPM	10,832.62	USD
20019244	1	MOTOR ELECTRIC 60HO 364T (C-60HP 364T N	4,458.56	USD
20019245	1	MOTOR ELECTRIC(C-100HP 405T NEMA B 1800R	3,680.77	USD
20019246	1	MOTOR ELECTRIC 50HP 326T (C-50HP 326T N	3,200.00	USD
20019247	1	MOTOR ELECTRIC 25HP 284T (C-25HP 284T N	1,135.00	USD
20019248	1	MOTOR ELECTRIC 20HP 256T (C-20HP 256T N	1,125.00	USD
20019249	1	MOTOR ELECTRIC 10HP 215T (C-10HP 215T	647.40	USD
20019250	1	MOTOR ELECTRIC 5HP 184T 1800RPM ECP3665T	600.00	USD
20019252	1	MOTOR ELECTRIC 75HP NEMA B(C-75HP 365T	4,743.50	USD
20019261	1	MOTOR ELECTRIC 125HP 444TD 1800R	7,487.50	USD
20019270	1	MOTOR ELECTRIC 20HP 254TCZ TEFC 3600RPM	2,347.90	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20019271	1	MOTOR 125HP 444TD TEFC 1800RPM	3,708.80	USD
20019450	100	TUNGSTEN CARBIDE	1,700.00	USD
20019533	10	FILTER FUEL 1R-0750	84.99	USD
20019660	1	BREAKER CIRCUIT AC 225AMP 3 POLE	2,491.00	USD
20019743	3	BEARING 3-15/16 (22222EK/C3)	1,105.33	USD
20019777	1	RING SEAL TRIPLE 4-15/16"	129.11	USD
20019779	1	RING STABILIZER 4-15/16"	67.11	USD
20019816	3	HOUSING (SAF526 X 4-7/16")	1,402.73	USD
20019817	3	BEARING FOR 4-7/16" BLOCK (22226EK/C3)	1,754.40	USD
20019818	4	ADAPTER BEARING 4-7/16" (SNW26 X 4-7/16)	620.22	USD
20019819	1	HOUSING 2-15/16" (SAF517 X 2-15/16")	269.66	USD
20019820	6	BEARING 517 HOUSING (22217EK/C3)	1,463.97	USD
20019821	4	ADAPTER 2-15/16" BEARING (SNW17X2-15/16"	187.54	USD
20019822	5	RING SEAL 517 HOUSING (LER53)	179.36	USD
20019823	4	HOUSING FSAF520 X 3-7/16" 4 BOLT BASE	1,457.22	USD
20019824	3	BEARING 3-7/16" 22220EK/C3	951.70	USD
20019825	4	ADAPTER 3-7/16" BEARING (SNW20 X 3-7/16"	274.47	USD
20019826	4	RING SEAL 3-7/16" HOUSING (LER102)	213.72	USD
20019827	3	HOUSING 3-15/16" (SAF522 X 3-15/16")	1,175.17	USD
20019828	4	ADAPTER 3-15/16" BEARING(SNW22 X 3-15/16	466.29	USD
20019829	4	SEAL 3-15/16" (LER109)	217.47	USD
20019830	6	RING SEAL (LER117)	387.72	USD
20019831	1	HOUSING 5-7/16" (SAF532 X 5-7/16")	1,258.50	USD
20019832	4	BEARING 5-7/16" (22232CCKC3W33)	3,619.24	USD
20019833	2	ADAPTER 5-7/16 BEARING (SNW32 X 5-7/16")	467.64	USD
20019834	4	SEAL RING 5-7/16" HOUSING (LER130)	388.72	USD
20019835	1	HOUSING 6-1/2" & 6-7/16"(SAF536 X 6-1/2	1,445.41	USD
20019836	2	BEARING 6-1/2" & 6-7/16" (22236CCKC3W33)	2,315.08	USD
20019837	2	ADAPTER 6-1/2" BEARING (SNW36 X 6-1/2")	587.84	USD
20019838	6	RING SEAL (LER149)	996.06	USD
20019839	4	RING STABILIZER 6-1/2" (SR36-0)	227.36	USD
20019840	4	RING STABILIZER 5-7/16" (SR32-0)	234.52	USD
20019841	3	RING STABILIZER 4-7/16" (SR26-0)	166.35	USD
20019842	4	RING STABILIZER 3-15/16" (SR22-19)	163.14	USD
20019844	3	RING STABILIZER 2-15/16" (SR17-14)	71.04	USD
20019870	3	COUPLING HALF L100 X 1-1/8" 752 PAGE	71.08	USD
20019883	1	REDUCER FALK BASIC DRIVE (5315J14A)	7,045.31	USD
20019884	1	REDUCER FALK BASIC DRIVE (5315J25A)	4,874.94	USD
20019886	1	REDUCER SHAFT MOUNT,W/FAN ONLY(5407JR05A	6,347.28	USD
20019887	1	BUSHING 3-15/16" (5315J X 3-15/16)	378.42	USD
20019888	1	BUSHING 3-7/16" (5315J X 3-7/16)	595.87	USD
20019889	1	BACKSTOP (5315J)	871.32	USD
20019890	1	BACKSTOP (5407J)	1,288.96	USD
20019892	1	REDUCER PARALLEL SHAFT (M1170DH2B 22.16)	19,474.07	USD
20019893	1	REDUCER FLANGE/BACKSTOP/FAN (MM1160DBT3A	22,595.21	USD
20019894	1	REDUCER FLANGE/CLPG/BACKSTOP/ (M1170DBT	54,337.54	USD
20019896	1	REBUILT-REDUCER SHAFT MOUNT W/O BUSH. (	10,350.55	USD
20019897	1	REDUCER FALK M1150 18.15:1	10,430.30	USD
20019918	1	COUPLING FLUID FALK EBS/ADP	-	USD
20019984	1621	CABLE HIGH VOLTAGE 4/0 SHD 8KV Y PEASPC	60,868.55	USD
20020046	6	KNOB PUSH	25.61	USD
20020047	75	CAP RED BLOW OFF WITH LANYARD	140.32	USD
20020062	2	SWITCH BELT HAWKEYE II	949.74	USD
20020105	1	GEAR DRAG INT (250422-01) - R28	-	USD
20020107	1	GEAR CAMSHAFT T20	-	USD
20020112	2	SHEAVE VERTICAL LOWER (270423-A1) - XA9	15,552.95	USD
20020114	4	SHEAVE FAIRLEAD UPPER	-	USD
20020116	3	SHEAVE HORIZONTAL (270450-A1) - XA10	8,086.09	USD
20020119	1	SHEAVE POINT (266707AA) - JR17	-	USD
20020121	1	GEAR VERTICAL SHAFT SWING 770 25 DEGREE	20,978.54	USD
20020125	2	SHAFT SWING VERT 770B F3A CENTER LONG	20,730.00	USD
20020126	1	SHAFT 2ND INT WALKING LH T41 770	-	USD
20020128	3	ROLLER CAM	-	USD
20020129	1	BUSHING CAM SHAFT OUTER (409228-A) - T23	6,349.40	USD
20020130	1	ASSEMBLY HOIST/DAG INT. SHAFT BRG	-	USD
20020131	4	BUSHING VERT. SHAFT LOWER (408454-A) -	831.53	USD
20020132	1	GEAR PROPEL 3RD INT USED 270184AA 770	-	USD
20020133	1	SHAFT AND PINION 73-424007 770B 611749K1	35,730.48	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20020134	1	SHAFT AND PINION HOIST MOTOR STUB	-	USD
20020136	3	GEAR 2ND INT. SHAFT SWING (1-278402) -	44,185.56	USD
20020137	70	STUD COUPLING SPIDER	-	USD
20020145	1	SHAFT AND PINION SWING INT 2ND 25 DEGREE	15,936.12	USD
20020147	3	PIN CAM ROLLER (902266K51) - 650B	-	USD
20020148	3	BUSHING	11,607.00	USD
20020149	86	SPACER	-	USD
20020150	2	SHAFT HOIST OR DRAG DRUM 770B R11 + R11A	-	USD
20020151	2	SEAL OIL HALF R79A 270984A NEW # 1254048	-	USD
20020154	1	SHAFT AND PINION 1ST INTER. (1-278318)	8,758.00	USD
20020155	1	SHAFT AND PINION 1ST INTER. (1-278806)	-	USD
20020161	1	BEARING BOOM POINT LWR SWIVEL	-	USD
20020164	5	COUPLING SPIDER HOIST OR DRAG MOTOR	-	USD
20020167	2	SEAL HALF LH OUTER R31A 650B	-	USD
20020170	2	PLATE HITCH CE18391 770	-	USD
20020173	1	PINION	-	USD
20020174	2	BUSHING CAM SHAFT INNER (409227-A) - T22	8,670.80	USD
20020176	31	HOLDER BRUSH	-	USD
20020178	1	PINION 2ND INTER. (1-409678) - T34	-	USD
20020182	1	BUSHING UPPER PINTLE BEARING (296002A)	4,208.20	USD
20020183	1	PIN POINT SHEAVE	-	USD
20020185	2	BEARING	-	USD
20020186	4	CLAMP DRAG DRUM	-	USD
20020187	1	SHAFT AND PINION MOTOR STUB (1-278791)	-	USD
20020191	4	SEAL SPLIT OIL EXTENSION HITCHHOIST STU	-	USD
20020192	2	CONE BEARING	14,839.12	USD
20020201	2	MOTOR PINION SWING (1-408821) - F10	6,009.36	USD
20020203	1	SHAFT SWING VERT 770B F3 SIDE SHORT	4,318.75	USD
20020204	3	CAP SHOE	-	USD
20020208	1	PIN CAM ROLLER (1-278620) - T13	-	USD
20020211	285	RING SNAP DG70 80KLKSR	-	USD
20020216	19	HOLDER BRUSH	-	USD
20020217	1	SEAL H + D SHAFT	-	USD
20020219	1	HITCH EXTENSION CE18390A#1 770	-	USD
20020221	2	SOCKET ROPE	-	USD
20020228	1	BUSHING SHAFT VERTICAL OUTER + INNER	-	USD
20020229	3	PIN ANCHOR HOIST ROPE	-	USD
20020231	6	RETAINER SEAL	-	USD
20020232	1	BUSHING VERT. SHAFT INTER. BRG (409313-A	-	USD
20020233	40	PIN KWIK TIP	-	USD
20020242	4	WASHER THRUST SPLIT BY SET	-	USD
20020245	2	BEARING 2ND INT UPPER DG70 SWING 330	2,658.45	USD
20020246	2	CUP BEARING	4,934.19	USD
20020247	1	BAR SPREADER BUCKET	-	USD
20020250	1	NUT BOOM POINT SHEAVE PIN	-	USD
20020252	1	TRANSFORMER	-	USD
20020253	2	SHELL 3RD INT. SHAFT BRG. BKT. (296203-	-	USD
20020256	1	WASHER THRUST SPLIT 1-1/8" BY SET	-	USD
20020257	1	SEAL OIL R31 770B	-	USD
20020265	5	BUSHING	-	USD
20020267	2	END SPREADER BAR	-	USD
20020276	2	SWIVEL FRAME BUSHING LOWER (528599K1) -	-	USD
20020278	1	HUB TAPERED BORE FOR 618M MOTOR SHAFT	2,332.00	USD
20020280	1	GRID ASSEMBLY 1140 HOIST MOTOR DG70	922.29	USD
20020282	3	COVER	1,247.32	USD
20020296	1	RETAINER HALF	-	USD
20020302	3	SEAL OIL F52 770B	2,140.84	USD
20020303	4	WASHER	2,014.00	USD
20020305	1	RETAINER HALF	-	USD
20020306	2	WEDGE TOOTH POINT DG70 650 BUCKET 5B	44.00	USD
20020307	1	SLEEVE HOIST INTER SHAFT LEFT HALF OUTER	-	USD
20020310	2	WASHER THRUST SPLIT BY SET	-	USD
20020311	1	HANGER TRUNION (605458K1) - JR38	-	USD
20020313	2	COLLAR 2ND INT. SHAFT THRUST (1-409092)	185.11	USD
20020316	4	STUD	-	USD
20020317	1	RETAINER T187	-	USD
20020330	2	SHELL 3RD INT SHAFT BRG 196346-A1T69 SET	2,204.80	USD
20020331	1	COVER	-	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
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Material #	Total Stock	Description	Total Value	Crcy
20020332	6	BOLT EYE CAP BEARING SHAFT DRAG 1045 MAT	3,277.17	USD
20020334	2	WASHER THRUST SPLIT BY SET	-	USD
20020335	1	PIN IDLER SHEAVE 650B	-	USD
20020338	4	BUSHING BY SET	-	USD
20020342	3	BOLT EYE BEARING INNER	947.88	USD
20020344	5	BUSHING VERT. SHEAVE UPPER (528559K1) -	2,663.25	USD
20020346	1	PIN	-	USD
20020347	2	BUSHING VERTICAL SWING SHAFT UPPER (298	1,738.40	USD
20020351	5	WASHER THRUST SWIVEL FRAME PIN (178	1,484.00	USD
20020353	2	CAPSCREW CAM ROLLER	-	USD
20020354	5	PIN REPAIR LINK	-	USD
20020355	2	LWR. SWIVEL BRG. THRUST WASHER (410215-0	2,040.50	USD
20020356	3	BEARING ROLLER CYLINDRICAL	1,876.92	USD
20020358	3	BUSHING SWIVEL BRG LWR POINT SHEAVE	3,005.10	USD
20020361	3	SEAL OIL INPUT SHAFT HOIST/DRAG BOX DG70	-	USD
20020362	2	PIN	-	USD
20020366	12	SPRING BRUSHHOLDER 7.5LB W/G83W WEAR	-	USD
20020368	4	CUP BEARING 770 SWING CASE 1ST INTER	1,064.30	USD
20020369	20	WEDGE CONICAL	-	USD
20020373	2	CONE BEARING 770 SWING CASE 1ST INT	779.91	USD
20020377	1	KEY	-	USD
20020379	40	BRUSH CARBON	-	USD
20020382	2	COLLAR THRUST HUB 409290-A DG70	1,325.00	USD
20020383	8	CONE BEARING BOTTOM 2ND INT SHAFT 770	1,110.58	USD
20020386	8	SPOOL CONICAL	-	USD
20020391	5	BUSHING UPPER SWIVEL FRAME (528630K1) -	3,339.00	USD
20020392	2	WASHER THRUST HORIZONTAL SHEAVE	784.40	USD
20020395	2	BUSHING	-	USD
20020397	2	SEAL OIL 9.875"IDX11.875" ODX1.0" WIDE	-	USD
20020398	40	BRUSH MOTOR SYNC	-	USD
20020399	5	BEARING PILLOW BLOCK 2BLT2-3/16 (126816)	788.86	USD
20020405	30	BRUSH CARBON FLAT	-	USD
20020407	2	BUSHING TRUNNION (528543K1) - JR41	-	USD
20020408	7	CUP BEARING BOTTOM 2ND INT SHAFT 770	2,354.87	USD
20020416	8	WEDGE CONICAL	-	USD
20020417	4	WEDGE	-	USD
20020419	3	SEAL 1"IDX13"ODX1"THICK 110051 DG70	470.82	USD
20020423	2	CONE BEARING	-	USD
20020428	1	CUP BEARING	-	USD
20020430	2	CONE BEARING TAPERED	-	USD
20020433	8	BRUSH CARBON	-	USD
20020438	4	KIT SEAL	231.20	USD
20020439	1	WASHER BAR RETAINING	-	USD
20020440	2	CUP BEARING	-	USD
20020442	4	SEAL OIL 8.000"X10.000"X.625	273.77	USD
20020446	2	CUP BEARING TAPERED	-	USD
20020448	1	ROLLER	-	USD
20020450	2	WASHER THRUST	-	USD
20020458	1	PLATE LOCK	177.60	USD
20020459	4	BOLT	-	USD
20020460	1	PIPE ADAPTER	-	USD
20020500	2	BUSHING SWING LOWER	1,879.83	USD
20020504	1	SLEEVE SHEAVE POINT BOOM	-	USD
20020523	13	PIN ANCHOR DRAG ROPE R18 650B	-	USD
20020530	2	PIN HORIZONTAL SHEAVE (1-97348) - XA15	604.20	USD
20020532	1	RETAINER	-	USD
20020533	1	JOURNAL CENTER	-	USD
20020534	1	SHAFT AND PINION HOIST/DRAG INTER.	-	USD
20020550	1	SHEAVE POINT 219194 22862A8 770	9,280.00	USD
20020552	1	GEAR	2,000.00	USD
20020554	1	PINION SWING	500.00	USD
20020558	8	PIN SUSPENSION ROPE PIN	800.00	USD
20020559	5	HUBS	500.00	USD
20020562	1	WASHER	50.00	USD
20020564	1	SEAL	50.00	USD
20020568	1	SEAL	100.00	USD
20020569	1	SEAL	100.00	USD
20020570	2	BUSHING	200.00	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
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Material #	Total Stock	Description	Total Value	Crcy
20020571	4	BUSHING	400.00	USD
20020572	1	SEAL	100.00	USD
20020573	2	SEAL	200.00	USD
20020574	5	RETAINER	500.00	USD
20020575	1	COLLAR	50.00	USD
20020577	2	BEARING SPLIT DRUM R7 (228579A) BY SET	1,000.00	USD
20020580	2	BUSHING VERTICLE SHEAVE LOWER (296207-A	1,431.00	USD
20020581	3	BUSHING HORIZONTAL SHEAVE XA13 519461K	1,683.41	USD
20020585	2	SEAL	2.00	USD
20020586	2	SEAL	2.00	USD
20020587	1	SEAL	1.00	USD
20020593	1	ASSY FAIRLEAD	56,621.56	USD
20020594	2	CONE GEAR CASE OUTPUT SHAFT (HM231149NA)	1,542.12	USD
20020595	1	CUP DOUBLE OUTPUT SHAFT BEARING	1,149.90	USD
20020596	4	BEARING INPUT SHAFT (NU321G1) - T191	2,665.32	USD
20020597	1	BEARING OUTPUT SHAFT OUTBOARD (RU5234) -	1,934.50	USD
20020598	1	SEAL OIL (23X3440) - T176	81.13	USD
20020599	4	SEAL OIL (23X3067) - T192	216.88	USD
20020602	4	BUSHING VERT. SHAFT UPPER (C14785-A1) -	7,970.50	USD
20020603	1	RACK & PINION, SWING (2-270070) - F50	6,572.00	USD
20020605	4	VALVE BRAKE RELAY125 VAC (GRAHAM WHITE 6	3,119.88	USD
20020624	1	COIL FOR G/W #600-NC-125VAC (3160-020)	131.72	USD
20020641	1045	CABLE HIGH VOLTAGE SHD 500 MCM Y PEASPC	67,580.15	USD
20020642	125	CABLE HIGH VOLTAGE MP STR FLEXIBLE	4,762.50	USD
20020648	200	CABLE CORD ELEC SO 14/3 600V BLACK 2	-	USD
20020668	250	CABLE ELEC SO/SOOW 12/3 600V BLACK	223.42	USD
20020890	1	FILTER 3 PHASE FREQ. 4000HZ BLACK	357.71	USD
20020906	3	MONITOR HV GM300 120V CONTROL 4-14 OHMS	2,595.94	USD
20020907	1	MONITOR GROUND GM2001 NEW 105172 LINE P	1,198.65	USD
20020908	8	BOARD PC (WBA3919 FEMCO)	997.07	USD
20020951	20	FUSE 80 AMP TYPE 200 SLOW BLOW KERNEY	-	USD
20020953	1	FUSE 125 AMP TYPE 200 SLOW BLOW KERNEY	-	USD
20020955	2	FUSE LINK 100A TYPE QA	29.21	USD
20020964	9	FUSE 100A 600V TIME DELAY	-	USD
20021027	3	FUSE 200A 600V FUSETRON	0.03	USD
20021034	7	FUSE EJ 1 IE AMP 7200V LITTLEFUSE	-	USD
20021035	9	FUSE 80E 69KV SMD-2B S&C	-	USD
20021041	6	FUSE 69KV 65A TYPE 119-112 SMD-2B S&C	12,243.00	USD
20021042	7	FUSE 125 AMP 69KV SMD-2B 125E S&C, HI	1,060.03	USD
20021067	1	MOTOR NEMA-B TEFC 300HP 449T	10,587.61	USD
20021068	1	MOTOR HEAVY MEDIA PUMP	6,830.35	USD
20021146	2	RELAY GROUND FAULT GT137	506.81	USD
20021163	1	SWITCH LIMIT 9007C54K	137.39	USD
20021167	1	BULB/LAMP 30MM 24-28 VAC/VDC IND.	69.36	USD
20021168	1	LENS BLUE IND. LAMP DOME	5.45	USD
20021169	1	LENS RED IND. LAMP DOME	5.45	USD
20021170	1	LENS GREEN IND. LAMP DOME	5.45	USD
20021173	1	TRANSFORMER	315.80	USD
20021180	1	TRANSFORMER 3PH, 45KVA, 480PRI-208/120	1,300.51	USD
20021192	1	GUARD PADLOCKABLE (9001K6)	23.54	USD
20021217	2	TRIP UNIT CAPACITOR TRIP SHUNT OR UV120	947.03	USD
20021226	17	CONTACT BLOCK	209.61	USD
20021227	1	SWITCH PUSHBUTTON OPERATOR UNIVERSAL	23.08	USD
20021305	2	TRANSFORMER 333 KVA HV7200	7,308.70	USD
20021306	1	TRANSFORMER 250 KVA HV 7200	3,174.70	USD
20021307	2	TRANSFORMER 1000 KVA HV7200	37,661.80	USD
20021308	1	TRANSFORMER 225 KVA HV 7200	5,156.90	USD
20021311	1	TRANSFORMER 5000 KVA 3PH	106,573.70	USD
20021315	1	TRANSFORMER 2500 KVA7200 DELTA PRI,480Y	27,030.00	USD
20021316	1	TRANSFORMER 1500 KVA HV 7200 DELTA,	19,042.75	USD
20021318	1	TRANSFORMER 7500 KVA 3PH HV 69000D/	148,410.00	USD
20021322	1	TRANSFORMER 25 KVA 1P POLE 7200/12470Y	375.00	USD
20021328	1	TRANSFORMER 100 KVA HV 7.2Y/12.4 120/240	1,325.00	USD
20021331	1564	CABLE HIGH VOLTAGE SHD #1 PEA SPEC	30,279.04	USD
20021334	100	CABLE HIGH VOLTAGE 2/0 SHD 8KV 3/C	645.00	USD
20021336	1026	CABLE HIGH VOLTAGE SHD 250 MCM 25KV	13,738.14	USD
20021338	987	CABLE HIGH VOLTAGE SHD 400 MCM 25KV	13,275.15	USD
20021344	1	PUMP TURBINE 10X14RHMC/3STAGE GOULDS	10,576.61	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
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Material #	Total Stock	Description	Total Value	Crcy
20021344	1	PUMP TURBINE 10X14RHMC/3STAGE GOULDS	13,987.76	USD
20021345	1	PUMP S4B 14" GORMAN RUPP	5,663.66	USD
20021348	1	PUMP SXB1 95HP GR SUBMERSIBLE 6" OR 8"	12,977.98	USD
20021349	1	SOFTSTART 75 HP 480 SMC 120V ALLEN BRADL	2,045.72	USD
20021350	1	SOFTSTART 100 HP 480V SMC 120V 150-F135	2,755.12	USD
20021352	1	VFD 2HP 1.5KW 5.7 A 3PHASE 48	706.08	USD
20021845	4	FLASHLIGHT EVEREADY 1251 2 0 C	16.18	USD
20021848	12	BATTERY C	6.99	USD
20022360	1	CARRIER BEARING HB88508A	32.85	USD
20022409	12	BIT 4" HAMMER DRILL 90513756 ATLAS	2,654.28	USD
20022612	12	LUG E2 CIRCUIT BREAKER T300K 225A #3-350	0.12	USD
20022613	6	LUG JA KA LA CIRCUIT BREAKER T225LA 225	0.06	USD
20022614	9	LUG L FRAME 400 AMP T401 LA	0.09	USD
20022615	3	LUG TERMINAL SPADE 1" BORE SMOOTH CLAMP	0.03	USD
20022616	8	LUG TERMINAL 1-1/8" DIA #12 THREADED SP	0.08	USD
20022617	1	BREAKER CIRCUIT 15 AMP QO SQ D PANEL 1 P	9.15	USD
20022618	2	BREAKER CIRCUIT 20 AMP QO SQ D PANEL 1 P	21.89	USD
20022619	2	BREAKER CIRCUIT 30 AMP QO SQ D PANEL 1 P	25.35	USD
20022620	1	BREAKER CIRCUIT 15 AMP QO SQ D PANEL 2 P	0.01	USD
20022621	3	BREAKER CIRCUIT 20 AMP QO SQ D PANEL 2 P	71.47	USD
20022622	2	BREAKER CIRCUIT 30 AMP QO SQ D PANEL 2 P	49.55	USD
20022623	3	BREAKER CIRCUIT 50 AMP QO SQ D PANEL 2 P	74.32	USD
20022624	1	BREAKER CIRCUIT 100 AMP QO SQ D PANEL 2	72.99	USD
20022625	1	BREAKER CIRCUIT 30 AMP QO SQ D PANEL 3 P	0.01	USD
20022626	14	BREAKER CIRCUIT GE 20 AMP 2 POLE BOLT IN	0.14	USD
20022627	1	BREAKER CIRCUIT GE 30 AMP 2 POLE BOLT IN	0.01	USD
20022628	1	BREAKER CIRCUIT GE 15 AMP 1 POLE PLUG IN	0.01	USD
20022629	5	BREAKER CIRCUIT GE 20 AMP 1 POLE PLUG IN	0.05	USD
20022630	2	BREAKER CIRCUIT GE 30 AMP 1 POLE PLUG IN	17.02	USD
20022631	10	BREAKER CIRCUIT GE 20 AMP 2 POLE PLUG IN	0.10	USD
20022632	1	BREAKER CIRCUIT GE 30 AMP 2 POLE PLUG IN	0.01	USD
20022633	2	BREAKER CIRCUIT 20 AMP HOM SQ D PANEL 1	9.39	USD
20022634	4	BREAKER CIRCUIT 20 AMP QO SQ D PANEL 2 P	0.04	USD
20022635	8	BREAKER CIRCUIT FILLER PLATE QO STYLE SI	0.08	USD
20022636	3	BREAKER CIRCUIT 15 AMP QO SQ D PANEL 2 P	0.03	USD
20022637	1	BREAKER CIRCUIT 20 AMP CUTTLER 1 POLE 12	0.01	USD
20022638	2	BREAKER CIRCUIT 30 AMP CUTTLER 1 POLE 12	0.02	USD
20022639	2	BREAKER CIRCUIT 20 AMP CUTTLER 2 POLE 24	0.02	USD
20022640	2	BREAKER CIRCUIT 30 AMP CUTTLER 2 POLE 24	0.02	USD
20022641	1	BREAKER CIRCUIT 20 AMP CUTTLER 3 POLE 24	0.01	USD
20022642	2	BREAKER CIRCUIT 50 AMP CUTTLER 3 POLE 12	0.02	USD
20022643	4	BREAKER CIRCUIT 100 AMP CUTTLER 1 POLE 1	0.04	USD
20022644	3	TERMINAL BLOCK 3 POLE POWER DISTRIBUTIO	0.03	USD
20022645	7	BREAKER CIRCUIT 20 AMP CUTTLER 1 POLE 12	0.07	USD
20022646	3	BREAKER CIRCUIT 20 AMP QO SQ D PANEL 2 P	0.03	USD
20022647	1	TRANSFORMER 5 KVA 240/480 PRI-120/240 SE	481.96	USD
20022648	1	VACUUM SWITCH HOUSE SURFACE	7,950.00	USD
20022649	3	RELAY OVERLOAD 4.0-6.3 AMPS I.E.C GE AUT	407.01	USD
20022650	1	RELAY OVERLOAD 8.0-12 AMPS I.E.C GE AUTO	35.00	USD
20022654	2	WIRE TFFN 500' RLS #16 BROWN	75.50	USD
20022655	2	WIRE TFFN 500' RLS #16 ORANGE	37.75	USD
20022656	1	WIRE TFFN 500 RLS #18 BROWN STR	0.01	USD
20022657	1	WIRE TFFN 500 RLS #18 ORANGE STR	0.01	USD
20022658	1	WIRE TFFN 500 RLS #18 YELLOW STR	0.01	USD
20022661	15	FILTER DUST COLLECTOR 3222321295	1,659.64	USD
20022666	4	NOZZLE 1/4 SPRAYING SYSTEMS	742.00	USD
20022668	2	CAP FUEL 12080	53.42	USD
20022671	2	STRIKER BAR 90516220	1,638.40	USD
20022672	1	WINDSCREEN-DUST CURTAIN FC45-101	135.34	USD
20022674	3	VENT VALVE 24V LINCOLN 525-32080-1	2,285.44	USD
20022675	1	DRIVESHAFT FRONT 5C3Z-4A376-G	378.80	USD
20022679	12	RETAINER FOR TOOTH 220-9090	145.63	USD
20022680	10	TOOTH 220-9102 980H	645.71	USD
20022681	2	CABLE PULLDOWN DML 35' STEELS 57422917	2,175.88	USD
20022682	17	FILTER BAG ACCUFIT WELDED-NMO	1,486.65	USD
20022683	1	VENT VALVE HYDRAULIC 242063	573.46	USD
20022684	2	VALVE QUICK RELEASE D-79822222	46.75	USD
20022685	1	U-JOINT 1696915C91 NAPA # 876	84.60	USD

Armstrong Energy, Inc.
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Material #	Total Stock	Description	Total Value	Crcy
20022686	1	U-JOINT 1696916C91 NAPA # 878	110.82	USD
20022687	2	CONE DROP OUT FC700130	5,018.88	USD
20022689	1	H-LINK REBUILT 209-70-00370 PC800	8,762.71	USD
20022691	1	PTO CHESLEA 489-XFAHXASXK	798.35	USD
20022692	132	WIRE WELDING 58G 1/16X33LB TUNGSTEN CARB	716.58	USD
20022701	8	APEX INSERT C4006C-CC-2.5	4,064.00	USD
20022702	3	RETAINER PLATE STEEL (669SPC-ST-4.5)	200.89	USD
20022703	1	COUPLING SMITH BLAIR WRAP AROUND 14"	189.31	USD
20022704	1	MOTOR VIBRATORY VM1400 LUDOWICI	7,897.00	USD
20022707	1	MOTOR OIL PUMP DECANter 3HP 182T	610.00	USD
20022708	1	MOTOR ELEC THICKENER DRIVE 7.5 HP 213TC	960.05	USD
20022709	1	MOTOR ELEC MAG BIN ELEC 7.5 HP 213T	1,015.20	USD
20022710	1	MOTOR ELEC CHEMICAL PUMP 1 HP 56C	281.25	USD
20022711	1	SKIRT SEAL FOR 60" SWEEP SAMPLER	143.05	USD
20022712	4	BEARING GUL 1217 SEPERATOR ERIEZ#225323	976.84	USD
20022713	4	OIL SEAL MAG SEPERATOR 370012A	116.40	USD
20022714	4	OIL SEAL MAG SEPERATOR 370018A	98.03	USD
20022715	1	ASSEMBLY SWING MOTOR BRAKE (752 PTSBA)	8,366.85	USD
20022717	2	PLATE SWING SHAFT END (G92744-11)	563.64	USD
20022718	1	NUT OUTER LOCK (G94364)	542.19	USD
20022719	1	WASHER LOCK (G94366)	93.81	USD
20022720	2	COLLAR ADJUSTING (G34105-A)	1,123.60	USD
20022721	2	COLLAR ADJUSTING (G92887)	1,907.47	USD
20022722	1	PACK SHIM (G16460002) 1ST INT SWING 47	72.06	USD
20022723	2	PIN SHEAVE FAIRLEAD VERTICAL (G92885)	2,626.00	USD
20022724	1	SPACERS HOIST/Drag GEAR CASE INPUT SHAFT	1,007.00	USD
20022725	2	PLATE END HOIST/Drag INPUT SHAFT (G92755	694.32	USD
20022727	1	INSERT WELD IN LOWER FAIRLEAD 377003F	2,095.01	USD
20022731	2	SWITCH PLUG CHUTE (2-944-60293) 1-8301-1	947.64	USD
20022732	6	BELT V 5VX850	143.23	USD
20022734	2	KIT ACCS FAST SIZE 7 (KOP 7EPFS) w/GSKT.	804.48	USD
20022735	1	HUBS FAIRLEAD VERTICAL (G92886)	1,089.10	USD
20022736	2	SHEAVE VERTICAL FAIRLEAD LOWER 337	34,252.87	USD
20022737	1	GEAR (G95582-WIDEU)	600.00	USD
20022769	3	BOLT RETAINING 1ST INT PROPEL 1-1/2 X 15	399.27	USD
20022770	1	COLLAR OIL SEAL 2ND INTERMEDIATE (1-4090	509.27	USD
20022771	1	WASHER RETAINING LOWER 2ND INT (3-195215	177.59	USD
20022772	3	WASHER LOWER RETAINING 1ST INT (1-408826	532.77	USD
20022776	364	CABLE HIGH VOLTAGE 2/0 MP 8KV XLP/PVC	5,827.64	USD
20023159	3	COVER FORM 35 1/2" MALL IRON	0.03	USD
20023160	4	COVER FORM 35 3/4" MALL IRON	11.70	USD
20023161	3	GASKET FORM 35 1/2" FOR MALL IRON	1.88	USD
20023162	10	GASKET FORM 35 3/4" FOR MALL IRON	9.53	USD
20023165	1	HUB RAIN PROOF 2" INLET 2 BOLT FOR 3R 20	16.47	USD
20023174	3	LUG TERMINAL 1-1/4" DIA #12 THREADED SP	0.03	USD
20023406	8	OIL COMPRESSOR HIGH PRESSURE TH60 DRILL	1,714.11	USD
20023429	7	FILTER BRAKE OIL 134-0964	235.35	USD
20023445	6	PACKING T-51 ROD WIPER ROCK DRILL	755.10	USD
20023541	1	HOLDER-UPPER 2657037897	1,920.90	USD
20023636	1	HUB KIT SCRAPER CB11428369	1,846.19	USD
20023727	3	KIT O-RING BRAKE 194-7986	31.95	USD
20023799	1	LINK RH 209-70-73121 PC800	1,410.84	USD
20023800	1	LINK LH 209-70-73131 PC800	1,410.82	USD
20023808	10	TOOTH 992 232-0150 HD W/ARM 472-7768	3,980.41	USD
20023852	2	PUMP HYDRAULIC 3089123013 PARKER	1,271.97	USD
20023856	2	INSERT JAW WRENCH UPPER CD1277	619.44	USD
20023857	2	INSERT JAW WRENCH LOWER CD1277	356.58	USD
20024020	2	BUSHING DRAG HITCH DG70	1,195.74	USD
20024042	1	CABLE INTERMEDIATE DG77 ONLY	0.01	USD
20024043	1	CABLE INTERMEDIATE DG47 ONLY	0.01	USD
20024154	20	WEDGE LIP FILLER	2,077.60	USD
20024191	2	PUMPHEAD NALCO 121-H00112.88 W205620-VFP	1,667.66	USD
20024262	1	HOUSING BLOWER	1,953.98	USD
20024269	2	COLLAR VERTICAL FAIRLEAD PIN	1,139.72	USD
20024270	4	U-BOLT VERTICAL FAIRLEAD	564.66	USD
20024271	1	U-BOLT VERTICAL FAIRLEAD	132.88	USD
20024272	1	PLATE END VERTICAL FAIRLEAD PIN	149.14	USD
20024273	1	MOTOR 3HP SWING LUBE PUMP770	381.60	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
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Material #	Total Stock	Description	Total Value	Crcy
20024275	2	PUMP SWING LUBE GEAR	1,384.74	USD
20024299	8	TOOTH ESCO EX2500 85SV2SD	11,744.82	USD
20024300	7	PIN ESCO (85SV2PN-C)	1,630.63	USD
20024301	1	ADAPTER WELD ON ESCO 6806W-85SV2	3,370.28	USD
20024330	7	ADAPTER DIN RAIL	15.95	USD
20024331	2	AIR EAGLE SR RX	90.29	USD
20024332	1	ANTENNA 2.4 GH MAGNETIC OR THRU MOUNT	111.72	USD
20024333	250	CABLE ARMORED 12/3 WG	146.20	USD
20024335	1	BALLAST 120/277 INPUT 2 TYPE T12 LAMPS	12.87	USD
20024336	1	BALLAST 120/277 INPUT 2 TYPE T12 LAMPS	0.01	USD
20024337	1	BALLAST 120/277 INPUT 2 TYPE T8 LAMPS	17.15	USD
20024338	2	BALLAST KIT 175 WATT METAL HALIDE	151.49	USD
20024339	2	BALLAST KIT 400W M59 METAL HALIDE	196.43	USD
20024341	1	BOX DEEP GAL 3/4" SINGLE GANG	0.01	USD
20024342	11	BOX HANDY GAV 1/2" SINGLE GANG	0.11	USD
20024343	32	BOX HANDY GAV 3/4" SINGLE GANG	0.32	USD
20024344	4	BOX METAL DOUBLE GANG (3) 1/2" THREAD WP	26.34	USD
20024345	4	BOX METAL DOUBLE GANG (3) 3/4" THREAD WP	36.67	USD
20024346	5	BOX METAL DOUBLE GANG (5) 1/2" THREAD WP	51.89	USD
20024347	3	BOX METALIC DOUBLE GANG 4X4 DEEP	2.83	USD
20024348	5	BOX METALIC DOUBLE GANG 4X4 SHALLOW	3.69	USD
20024349	2	BOX METALIC DOUGLE GANG EXTENSION	0.02	USD
20024351	1	BOX PVC DOUBLE GANG (1) 1/2" GLUE WP	0.01	USD
20024352	6	BOX PVC DOUBLE GANG (1) 3/4" GLUE WP	0.06	USD
20024353	5	BOX PVC DOUBLE GANG (2) 1/2" GLUE WP	0.05	USD
20024360	1	BREAKER 1P 10A DIN RAIL 1G10UM	19.22	USD
20024361	3	BREAKER 1P 15A DIN RAIL 1G15UM 1GU15	0.03	USD
20024362	1	BREAKER 1P 5A DIN RAIL 1G5UM	23.00	USD
20024363	7	BREAKER 20A DIN MOUNT 1 POLE 277V	0.07	USD
20024364	1	BREAKER 400A 600V 120V SHUNT	0.01	USD
20024365	2	BREAKER 400A 600VAC W/LED UVR 500-2500T	0.02	USD
20024366	1	BREAKER 600A 600V 120V SHUNT 2000-4000T	1,367.80	USD
20024368	1	BREAKER MOTOR PROTECTOR 1.0-1.6A	0.01	USD
20024369	1	BREAKER MOTOR PROTECTOR 2.5-4.0A	0.01	USD
20024370	1	BREAKER MOTOR PROTECTOR 23-32A	519.78	USD
20024371	1	BREAKER MOTOR PROTECTOR 4.0-6.3A	0.01	USD
20024372	4	BULBS #755	1.69	USD
20024373	9	BULBS #967	0.09	USD
20024374	4	BULBS 6S6/CL 120 VAC	0.04	USD
20024375	12	BUSHING GROUNDING CONDUIT 1"	38.00	USD
20024376	10	BUSHING GROUNDING CONDUIT 1/2"	24.44	USD
20024377	8	BUSHING GROUNDING CONDUIT 3/4"	18.69	USD
20024378	6	BUSHING INSULATED 1 1/2"	1.03	USD
20024379	2	BUSHING INSULATED 1 1/4"	0.21	USD
20024380	5	BUSHING INSULATED 1"	0.49	USD
20024381	5	BUSHING INSULATED 1/2"	0.20	USD
20024382	2	BUSHING INSULATED 2 1/2"	1.13	USD
20024383	2	BUSHING INSULATED 2"	0.46	USD
20024384	1	BUSHING INSULATED 3"	0.65	USD
20024385	32	BUSHING INSULATED 3/4"	1.92	USD
20024386	9	BUSHING GROUNDING 1-1/2" CONDUIT	0.09	USD
20024387	8	BUSHING GROUNDING 1-1/4" CONDUIT	31.22	USD
20024388	4	BUSHING GROUNDING 2" CONDUIT	21.75	USD
20024389	3	BUSHING REDUCING 1" TO 3/4"	4.93	USD
20024390	3	BUSHING REDUCING 1-1/2"-1"	12.36	USD
20024391	7	BUSHING REDUCING 1-1/2"-1-1/4"	0.07	USD
20024392	4	BUSHING REDUCING 1-1/4"-1"	0.04	USD
20024393	5	BUSHING REDUCING 1-1/4"-3/4"	17.30	USD
20024394	6	BUSHING REDUCING 3 1/2" TO 3"	145.41	USD
20024395	10	BUSHING REDUCING 3"-2-1/2"	151.29	USD
20024396	8	BUSHING REDUCING 3/4" TO 1/2"	5.67	USD
20024397	2326	SPLICE BUTT #14-10AWG	23.26	USD
20024398	2	BULB CFL PHILIPS MARATHON 20W MED. BASE	0.02	USD
20024399	33	CLAMP BEAM 1" 1/4" BOLT RX2524	13.19	USD
20024400	6	CLAMP BEAM 1-1/8" 1/2" BOLT BH-503	16.77	USD
20024401	46	CLAMP BEAM 2" 3/8" BOLT RX2538	105.30	USD
20024402	20	CLAMP CUSHION 1-1/2"	0.20	USD
20024403	21	CLAMP CUSHION 1-1/4"	0.21	USD

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Material #	Total Stock	Description	Total Value	Crcy
20024404	10	CLAMP CUSHION 1-1/8"	48.60	USD
20024405	17	CLAMP CUSHION 1-3/8"	0.17	USD
20024406	2	CLAMP GROUNDING 1/2"-3/4" #10-2	0.02	USD
20024407	2	CLAMP GROUNDING 1-1/4"-2" 250MCM	0.02	USD
20024408	10	CLAMP GROUNDING ROD 1/2"-5/8" #2-10	18.02	USD
20024409	44	CLAMP PIPE CUSHION 1"	206.92	USD
20024410	16	CLAMP PIPE CUSHION 1/2"	60.54	USD
20024411	27	CLAMP PIPE CUSHION 1-3/4" A716 1-3/4"	223.40	USD
20024412	20	CLAMP PIPE CUSHION 1-5/8" A716-1-5/8"	137.81	USD
20024413	21	CLAMP PIPE CUSHION 2-1/8" BVT212	0.21	USD
20024414	5	CLAMP PIPE CUSHION 3/4"	20.97	USD
20024415	20	CLAMP PIPE CUSHION 5/8"	65.07	USD
20024416	6	CONNECTOR 1/2"EMT COMP-1/2"NPT	2.09	USD
20024417	6	CONNECTOR 3/4"EMT COMP-3/4" NPT	2.61	USD
20024418	44	CONNECTOR 1"EMT SET SCREW-1"NPT	0.44	USD
20024419	2	CONNECTOR 1/2"EMT SET SCREW-1/2" NPT	0.34	USD
20024420	2	CONNECTOR 1-1/2" EMT SET SCW-1-1/2"NPT	0.02	USD
20024421	11	CONNECTOR 3/4"EMT SET SCREW-3/4"NPT	3.13	USD
20024422	12	CONNECTOR 3/8"SNAP LOCK .405-.612 CABLE	10.88	USD
20024423	1	CONNECTOR 4 WAY RIGID 1" F	17.25	USD
20024424	13	CONNECTOR CABLE .650-.775 1/2" NPT	161.42	USD
20024425	7	CONNECTOR CABLE 1.080-1.205 3/4" NPT	0.07	USD
20024426	3	CONNECTOR CABLE 1.205-1.350 1" NPT	0.03	USD
20024427	8	CONNECTOR CABLE 1.350-1.475 1 1/4" NPT	0.08	USD
20024428	2	CONNECTOR CABLE 1.600-1.725 1 1/4" NPT	0.02	USD
20024429	1	CONNECTOR CABLE 1.700-1.965 1 1/2"NPT	49.30	USD
20024430	25	CONNECTOR COMP A#2/0-1STR/B#2/0-2STR	0.25	USD
20024431	15	CONNECTOR COMP A#2/0-2STR/B#1-6STR WR189	0.15	USD
20024432	9	CONNECTOR COMP A#2-6STR/B#8-14STR WR9	0.09	USD
20024433	8	CONNECTOR CORD NPT 1/2" DIA .725-.885	97.57	USD
20024434	6	CONNECTOR CORD NPT 1/2" DIA .825-.985	74.32	USD
20024435	1	CONNECTOR CORD NPT 1/2" DIA.06"- .13"	0.01	USD
20024436	32	CONNECTOR CORD NPT 1/2" DIA.13"- .19"	0.32	USD
20024437	5	CONNECTOR CORD NPT 1/2" DIA.19"- .25"	15.07	USD
20024438	10	CONNECTOR CORD NPT 1/2" DIA.312-.437	30.81	USD
20024439	3	CONNECTOR CORD NPT 1/2" DIA.38"- .50"	13.68	USD
20024441	4	CONNECTOR CORD NPT 1/2" DIA.525-650	48.83	USD
20024442	14	CONNECTOR CORD NPT 1/2" DIA.58-.68	169.28	USD
20024443	2	CONNECTOR CORD NPT 1/2" DIA.600-.700	123.03	USD
20024444	1	CONNECTOR CORD NPT 1/2" DIA.63-.75	0.01	USD
20024445	4	CONNECTOR CORD NPT 1/2" DIA.75-.88	0.04	USD
20024446	10	CONNECTOR CORD NPT 3/4" DIA .06-.13	0.10	USD
20024447	4	CONNECTOR CORD NPT 3/4" DIA.13-.19	0.04	USD
20024448	4	CONNECTOR CORD NPT 3/4" DIA.38-.50	15.47	USD
20024449	6	CONNECTOR CORD NPT 3/4" DIA.500-.625	24.63	USD
20024450	9	CONNECTOR CORD NPT 3/4" DIA.63-.75	35.92	USD
20024451	4	CONNECTOR CORD NPT 3/4" DIA.750-875	26.65	USD
20024452	2	CONNECTOR CORD NPT 1" DIA.88-1.00	6.11	USD
20024453	10	CONNECTOR CORD NPT 1/2" DIA.25"- .38"	59.36	USD
20024454	2	CONNECTOR CORD 1-1/2"NPT 1.00-1.13	55.44	USD
20024455	7	CONNECTOR CORD 1-1/2"NPT 1.13-1.25	174.64	USD
20024456	10	CONNECTOR CORD 1-1/2"NPT 1.25-1.38	169.04	USD
20024457	6	CONNECTOR CORD 2" NPT 1.65-2.00	147.35	USD
20024458	14	CONNECTOR CORD 2"NPT 1.38-1.50	545.31	USD
20024459	10	CONNECTOR CORD 2"NPT 1.531-1.781	220.10	USD
20024460	3	CONNECTOR CORD 2"NPT 1.81-1.94	75.61	USD
20024461	7	CONNECTOR CORD 2-1/2"NPT 2.19-2.31	351.52	USD
20024462	4	CONNECTOR CORD 2-1/2"NPT 2.31-2.44	139.23	USD
20024463	6	CONNECTOR CORD 3"NPT 2.44-2.63	230.22	USD
20024464	1	CONNECTOR CORD 3"NPT 2.450-3.020	0.01	USD
20024465	8	CONNECTOR CORD 3"NPT 2.687-3.062	302.36	USD
20024466	2	CONNECTOR CORD NPT 1" DIA1.187-1.375	51.73	USD
20024467	4	CONNECTOR CORD NPT 3/4" DIA1.025-1.205	0.04	USD
20024468	3	CONNECTOR LIQUID TITE 1" ELBOW	33.20	USD
20024469	6	CONNECTOR LIQUID TITE 1" STR.	41.21	USD
20024470	28	CONNECTOR LIQUID TITE 1/2" ELBOW	0.28	USD
20024471	12	CONNECTOR LIQUID TITE 1/2" STR.	0.12	USD
20024472	7	CONNECTOR LIQUID TITE 3/4" ELBOW	0.07	USD

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Material #	Total Stock	Description	Total Value	Crcy
20024473	4	CONNECTOR LIQUID TITE 3/4" STR.	16.71	USD
20024474	47	CONNECTOR ROMEX 1" NPT-CLAMP	55.56	USD
20024475	2	CONNECTOR ROMEX 1/2" NPT -CLAMP	0.02	USD
20024476	18	CONNECTOR ROMEX 1/2"EMT-ROMEX	0.18	USD
20024477	55	CONNECTOR ROMEX 1/2"NPT -CLAMP	13.59	USD
20024478	5	CONNECTOR ROMEX 1-1/2" NPT -CLAMP	9.11	USD
20024479	3	CONNECTOR ROMEX 1-1/4" NPT -CLAMP	0.03	USD
20024480	3	CONNECTOR ROMEX 2" NPT-CLAMP	0.03	USD
20024481	15	CONNECTOR ROMEX 3/4"NPT - CLALMP	8.11	USD
20024482	3	CONTACT BLOCK 1 N.C. SHALLOW	0.03	USD
20024483	2	CONTACT BLOCK 1 N.O. SHALLOW	0.02	USD
20024484	1	CONTACT BLOCK 1 NC 1 NO	29.96	USD
20024485	9	CONTACT BLOCK 1 NO	0.09	USD
20024486	2	CONTACT BLOCK AUX NC	0.02	USD
20024487	2	CONTACT BLOCK AUX NO	0.02	USD
20024488	3	CONTACT BLOCK AUX NO NC	204.64	USD
20024489	5	CONTACT KITS GE IC2800 CONTACTOR	0.05	USD
20024491	2	CONTACTOR 15HP 460V 3P W1 NO AUX	168.32	USD
20024492	1	CONTACTOR 30A 120V COIL 3P	53.77	USD
20024493	2	CONTACTOR 40FLA 50 RES 120VAC COIL 3P	199.02	USD
20024494	2	CONTACTOR FLA20 120VAC 30A 600VAC	213.93	USD
20024495	1	CONTACTOR FLA40 RES50 3P 480VAC COIL	156.19	USD
20024496	1	CONTACTOR SAFETY 1005-C09D14BC	228.19	USD
20024497	1	CONTACTOR SAFETY 1005-C30D14BC	343.27	USD
20024498	2	CONTACTOR SAFETY 1005-C43D14BC	791.16	USD
20024499	3	CONTACTS REPLACEMENT 9900CG	0.03	USD
20024500	8	CONTACTS REPLACEMENT 9907CG	221.27	USD
20024501	3	CONTACTS REPLACEMENT 9909CG	93.00	USD
20024502	48	CONNECTOR COUPLING COMPRESSION EMT 1/2"	0.48	USD
20024503	42	CONNECTOR COUPLING 1" EMT SET SCREW	0.42	USD
20024504	110	CONNECTOR COUPLING 1/2" EMT SET SCREW	1.10	USD
20024505	13	CONNECTOR COUPLING 3/4" EMT COMPRESSION	0.13	USD
20024506	2	COVER 2 SWITCH DOUBLE GANG	0.02	USD
20024507	4	COVER 30-50A RECEPT COVER DOUBLE GANG	7.11	USD
20024509	1	COVER (3) 1/2" FP THREADED OUTS ALUM	0.01	USD
20024510	3	COVER BLANK METALLIC 4"X4"	1.86	USD
20024511	8	COVER BOOT FOR PUSHBUTTON CLEAR	0.08	USD
20024512	4	COVER BOOT FOR SELECTOR SWITCH CLEAR	26.02	USD
20024514	10	COVER LENS MICRO THREAD ON	0.10	USD
20024515	18	COVER METAL DOUBLE GANG RECEPT 2 DUPLEX	83.35	USD
20024516	4	COVER METAL DOUBLE GANG WP BLANK	8.41	USD
20024517	2	COVER METALIC DOUBLE GANG GFCI/SWITCH	32.49	USD
20024518	5	COVER METALIC DOUBLE GANG GFIC 2 DUPLEX	0.05	USD
20024519	1	COVER METALIC DOUBLE GANG GFIC/RECEPT/SW	0.01	USD
20024520	8	COVER OUTLET BOX 4" WP	32.27	USD
20024521	5	COVER PLASTIC DOUBLE GANG FS TYPE	0.05	USD
20024523	6	COVER RAISED (2) DUPLEX RECEPT GAL 4"x4"	9.77	USD
20024524	3	COVER RAISED 30-50A RECEPT COVER 4X4	5.80	USD
20024525	3	COVER RAISED GFCI 4"X4" RECEPT	0.03	USD
20024527	2	COVER RAISED SINGLE SWITCH 4"X4"	3.69	USD
20024528	3	COVER RAISED TWIST LOCK RECEPT. COVER	6.39	USD
20024529	2	COVER RECEPT MULT USE COVER	21.78	USD
20024530	3	COVER RECEPT SGANG WP TWIST LOCK	0.03	USD
20024534	2	COVER RECEPTACLE SINGLE GANG ONE WP	6.32	USD
20024535	5	COVER SINGLE G LIGHT SWITCH METAL WIDE	0.05	USD
20024536	5	COVER SINGLE G SPLUG 6-50R/10-30R METAL	0.05	USD
20024538	6	COVER SINGLE GANG GAL BLANK(HANDY BOX)	0.06	USD
20024539	6	COVER SINGLE GANG GAL DUPX RECEPT COVER	2.16	USD
20024540	4	COVER SINGLE GANG GAL RECEPT COVER WIDE	8.84	USD
20024542	1	COVER SINGLE GANG LIGHT SWITCH METAL	0.56	USD
20024545	6	COVER SINGLE GANG TWIST LOCK METAL	3.58	USD
20024546	4	COVER TOGGLE SWITCH	16.57	USD
20024547	2	DIFFUSER REFLECTOR FOR FIXTURE 513N	0.02	USD
20024548	3	DIN RAIL ALUMINUM	45.55	USD
20024549	1	DISCONNECT 200A 600VAC HEAVYDUTY	390.26	USD
20024550	1	DISCONNECT 60 AMP HEAVY DUTY SQ. D	206.71	USD
20024551	1	DISCONNECT TYPE 12 K ENCLOSURE W/E150	0.01	USD
20024552	10	ELBOW 3/4" MALE TO FEMALE	134.69	USD

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Material #	Total Stock	Description	Total Value	Crcy
20024553	6	ELBOW 3/4" RIGID	0.06	USD
20024554	3	ELBOW FORM 35 RIGID 1"	37.20	USD
20024555	6	ELBOW FORM 35 RIGID 1/2" LB	30.18	USD
20024556	6	ELBOW FORM 35 RIGID 1-1/2"	139.83	USD
20024557	3	ELBOW FORM 35 RIGID 1-1/4"	51.32	USD
20024558	3	ELBOW FORM 35 RIGID 2"	114.38	USD
20024559	2	ELBOW FORM 35 RIGID 3/4" LB	16.98	USD
20024560	2	ELBOW FORM 35 RIGID 3/4" SIDE COVER LB	25.59	USD
20024561	4	ELBOW RIGID 90° TREADED ENDS MALE	0.04	USD
20024562	3	ELBOW RIGID CAPPED 1/2"	0.03	USD
20024563	1	ENCLOSURE BOX 12X12X6 WIEGMAN	108.47	USD
20024565	1	ENCLOSURE PUSHBUTTON 2 DEVICE	42.03	USD
20024566	2	ENCLOSURES AB HYDTY PUSH BUTTON MAINTAIN	0.02	USD
20024567	1	END BARRIER	0.01	USD
20024568	1	FIXTURE COVER FILTER GUARD	125.20	USD
20024569	2	FIXTURE BALLAST ASSY FILTR GUARD 175W	642.67	USD
20024570	1	FIXTURE TEMPORARY 250 W PULSE START MH	0.01	USD
20024571	5	FUSE 10 TRS10R DE TD 600VAC/DC	38.01	USD
20024573	11	FUSE 100A 8.3KV COOPER BUSSMANN	3,027.41	USD
20024574	1	FUSE 100A HV 12KV 13-0029-01 LINE POWER	0.01	USD
20024575	4	FUSE 100A HV 8.25KV TYPE EJO-1 LITTLEFUS	0.04	USD
20024576	1	FUSE 10A 250VAC FRN-R-10/TR10R COOPERBUS	0.01	USD
20024577	5	FUSE 10A 600VAC FAST ACT KLKR10 FA	0.05	USD
20024578	10	FUSE 10A AJT10 DE TD 600V FERRAZ SHAWMUT	0.10	USD
20024579	20	FUSE 10A ATQR10 DE TD 600V AMP TRAP	93.55	USD
20024582	3	FUSE 15A 250VAC FRN-R-15/TR15R COOPERBU	4.30	USD
20024583	4	FUSE 15A 250VAC FAST ACT NLN15 FA	0.04	USD
20024584	10	FUSE 15A AJT15 DE TD 600V FERRAZ SHAWMUT	0.10	USD
20024585	16	FUSE 15A ATQR15 DE TD 600V AMP TRAP	53.95	USD
20024586	10	FUSE 1A 600VAC FAST ACT KLKR1 FA	0.10	USD
20024588	8	FUSE 20 TRS20R DE TD 600VAC/DC	53.77	USD
20024591	4	FUSE 200A HV 10KV LINEPOWER	0.04	USD
20024593	8	FUSE 20A 1000VAC A100P20-1 LITTLEFUSE	0.08	USD
20024594	10	FUSE 20A 600VAC FAST ACT KLKR20 FA	0.10	USD
20024595	1	FUSE 250A HV 12KV DINSTYLE 43625 NORBERG	0.01	USD
20024596	5	FUSE 25A 250VAC FRN-R-25/TR25R COOPERBUS	0.05	USD
20024597	18	FUSE 25A 250VAC FAST ACT NLN25 FA	21.14	USD
20024598	7	FUSE 25A FLSR25ID 600VAC DE TD LITTLEFU	18.70	USD
20024599	30	FUSE 2A 600VAC FAST ACT KLKR2 FA	57.29	USD
20024600	6	FUSE 2CT SMC	0.06	USD
20024601	3	FUSE 300 A 600VAC TRS300R DUAL ELEMENT	0.03	USD
20024602	5	FUSE 30A 250VAC FRN-R-30/TR30R COOPERBUS	16.63	USD
20024603	5	FUSE 30A 250VAC FAST ACT NLN30 FA	0.05	USD
20024604	4	FUSE 30A 600VAC FAST ACT KLKR30 FA	0.04	USD
20024605	13	FUSE 30A TRS30P 600VAC DE TD	34.73	USD
20024606	6	FUSE 35A FLSR35ID 600VAC DE TD LITTLEFU	0.06	USD
20024607	10	FUSE 3A 600VAC DE TD AJT3 FERRAZ SHAWMU	0.10	USD
20024608	1	FUSE 3A 600VAC FAST ACT KLKR3 FA	2.29	USD
20024610	4	FUSE 40A HV DIN SYLE NORBERG	588.85	USD
20024611	11	FUSE 40A TRS40R 600VAC 300DC DE TD	0.11	USD
20024612	7	FUSE 4A 250VAC FRN-R-4/TR4R COOPERBUS	0.07	USD
20024613	19	FUSE 4A 600VAC FAST ACT KLKR4 FA	0.19	USD
20024614	12	FUSE 4A AJT4 DE TD 600V FERRAZ SHAWMUT	0.12	USD
20024615	10	FUSE 50A AJT50 DE TD 600V FERRAZ SHAWMUT	94.87	USD
20024616	17	FUSE 50A TRS50R 600VAC 300DC DE TD	258.65	USD
20024617	3	FUSE 5A 250VAC FRN-R-5/TR5R COOPERBUS	0.03	USD
20024618	12	FUSE 5A 250VAC FAST ACT NLN5 FA	18.44	USD
20024619	1	FUSE 5A 600VAC FAST ACT KLKR5 FA	2.72	USD
20024620	14	FUSE 5A TRS5R DE TD 600VAC/DC	69.03	USD
20024621	6	FUSE 60A TRS60R 600VAC 300DC DE TD	57.65	USD
20024622	29	FUSE 6A 600VAC FAST ACT KLKR6 FA	0.29	USD
20024623	9	FUSE 6A ATQR6 DE TD 600V AMP TRAP	0.09	USD
20024625	7	FUSE 7A 600VAC FAST ACT KLKR7 FA	0.07	USD
20024626	16	FUSE 8A 600VAC FAST ACT KLKR8 FA	0.16	USD
20024627	20	FUSE 9A 600VAC FAST ACT KLKR9 FA	0.20	USD
20024628	1	FUSE HOLDER 3 P W/ INDIC. LED ALLEN BRAD	59.57	USD
20024629	3	HOLDER FUSE INSULATOR	0.03	USD
20024630	10	FUSE HOLDER KTK KLK ATQR 1P L60030M-1SQ	12.45	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20024631	2	FUSE HOLDER KTK KLK ATQR 2P L60030M-2SQ	6.32	USD
20024632	3	FUSE HOLDER KTK KLK ATQR 3P L60030M-3SQ	20.59	USD
20024633	2	FUSE HOLDER NON NLN TR FLNR 3P LH250303C	0.02	USD
20024634	16	FUSE HV 10A 11010 TYPE 200 KEARNEY	0.16	USD
20024635	9	FUSE HV 150A 11150 TYPE 200 KEARNEY MDSP	314.48	USD
20024636	4	FUSE HV 15A 64015 QA15 KEARNEY	35.41	USD
20024637	8	FUSE HV 200A 6725-2T QA200 KEARNEY MDSP	368.24	USD
20024638	6	FUSE HV 20A 11020 TYPE 200 KEARNEY	55.87	USD
20024639	8	FUSE HV 25A 11025 TYPE 200 KEARNEY	67.84	USD
20024640	4	FUSE HV 2A 6414-2T QA2 KEARNEY	34.42	USD
20024641	6	FUSE HV 3A 11003 QA3 KEARNEY	66.90	USD
20024642	15	FUSE HV 5A 6416-2T QA5 KEARNEY	46.74	USD
20024643	5	FUSE HV 60A 6425-2T QA60 KEARNEY	0.05	USD
20024644	6	FUSE HV 65A 11065 TYPE 200 KEARNEY MDSP	62.02	USD
20024645	6	FUSE HV 65A 23065 KS65 KERNEY VERY SLOW	0.06	USD
20024646	15	FUSE REDUCER LRU663R 60A-30A	222.90	USD
20024647	20	FUSEHOLDER 30A 600VAC HPM BUSSMAN	0.20	USD
20024648	1	FUSEHOLDER 3P FLNR/TRS LH600303C	0.01	USD
20024649	4	GLAND PACKING 3/4" STR	0.04	USD
20024650	2	GLOBE	0.02	USD
20024651	2	GLOBE	46.97	USD
20024652	5	GRIP KELLEM .540-.730 073031203	0.05	USD
20024653	1	GRIP KELLEM .625-.750 074010188	41.51	USD
20024654	2	GRIP KELLEM .73-.97 073031204	42.82	USD
20024655	2	GRIP KELLEM .97-1.25 0730312	44.53	USD
20024656	2	GRIP KELLEM 1.250-1.500 073031212	83.54	USD
20024657	2	GRIP KELLEM 2" NPT 1.40-1.75 7303-015R	102.63	USD
20024658	2	GRIP KELLEM 2.00-2.49	130.17	USD
20024659	2	GRIP KELLEM 2.50-2.99 2201-009	139.41	USD
20024660	1	GRIP KELLEM 2-1/2"NP 2.31-2.44 074011031	208.23	USD
20024662	22	GROMMET SEALING PRESS FIT	0.22	USD
20024663	1	GROUND BAR KIT GE	0.01	USD
20024664	4	GROUND BAR KIT SQ. D	28.24	USD
20024665	4	GROUNDING STICK HASTINGS FIBERGLASS	338.96	USD
20024666	6	GUARD BASKET	205.95	USD
20024667	2	HANGER CABLE W62-1 WEADGE	4.70	USD
20024669	50	HANGER CONDUIT TRADE SIZE 1 3/4" EMT	8.68	USD
20024670	60	HANGER CONDUIT TRADE SIZE 2 1" EMT	0.60	USD
20024672	4	FUSE HOLDER CLIP HH-2STYLE HV	191.08	USD
20024673	3	BULB LAMP BASE KEYLESS WHITE 600V 600W	5.26	USD
20024674	9	PLUG HOLE 1 1/2"	0.09	USD
20024675	9	PLUG HOLE 1 1/4"	0.09	USD
20024676	45	PLUG HOLE 1"	0.45	USD
20024677	47	PLUG HOLE 1/2"	0.47	USD
20024678	10	PLUG HOLE 2"	0.10	USD
20024679	45	PLUG HOLE 3/4"	0.45	USD
20024680	1	HORN (WP) 120VAC 876N5	129.55	USD
20024682	5	HUB MYERS 1"	19.53	USD
20024683	6	HUB MYERS 1/2"	16.69	USD
20024684	3	HUB MYERS 1-1/2"	9.00	USD
20024685	2	HUB MYERS 1-1/4"	10.22	USD
20024686	3	HUB MYERS 2"	13.16	USD
20024687	12	HUB MYERS 3/4"	24.53	USD
20024688	1	SENSOR HYDROSTATIC	2,204.25	USD
20024691	8	BULB INDICATOR LIGHT AMBER LENS 120V LED	436.28	USD
20024692	2	BULB INDICATOR LIGHT GREEN LENS 120V LED	195.75	USD
20024693	2	BULB INDICATOR LIGHT NO LENS BLANK 120V	133.85	USD
20024694	1	BULB INDICATOR LIGHT RED LENS 120V LED	97.87	USD
20024695	2	COVER INDOOR SURFACE W/DOOR	0.02	USD
20024696	25	INSULATOR GRAY 3-1/8X4 PORCELAIN 1/2-13H	1,086.50	USD
20024698	9	INSULATOR GRAY 4"X6" PORCELAIN 1/2-13H	0.09	USD
20024701	1	JUMPER 6 POLE	0.01	USD
20024703	3	BULB/LAMP 1000 WATT METAL HALIDE BT56	107.43	USD
20024705	3	BULB/LAMP 250 WATT METAL HALIDE BT28	55.28	USD
20024706	9	BULB/LAMP 400 WATT METAL HALIDE BT28	374.06	USD
20024707	9	BULB/LAMP 400 WATT METAL HALIDE BT37	151.68	USD
20024708	4	BULB/LAMP 500 WATT TUNGSTEN HALOGEN	0.04	USD
20024709	10	BULB/LAMP 70 WATT METAL HALIDE E17	272.30	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20024710	13	BULB/LAMP CFL 23W MINI/MICRO	120.27	USD
20024711	3	BULB/LED AMBER	16.12	USD
20024712	9	BULB/LED CLEAR	55.38	USD
20024713	2	BULB/LED RED	0.02	USD
20024714	2	LENS COVER AMBER	0.02	USD
20024715	2	LENS COVER GREEN	0.02	USD
20024716	6	LENS COVER RED	0.06	USD
20024717	4	LEVER LIMIT SWITCH ARM	92.61	USD
20024719	3	LOAD CENTER 125A 8-1/2" SLOTS	133.56	USD
20024720	1	LOAD CENTER 200A 30 SPACE/CIRCUIT (WP)	491.52	USD
20024721	5	LOCK NUT FOR MOUNTING CONTROL DEVICES	0.05	USD
20024722	2	LOCKING TAB FOR CONTROL DEVICE	0.02	USD
20024723	6	LOCKNUT 1" NPT CONDUIT	0.46	USD
20024724	10	LOCKNUT 1-1/2" NPT CONDUIT	2.50	USD
20024725	3	LOCKNUT 1-1/4" NPT	0.54	USD
20024726	6	LOCKNUT 2" NPT	2.13	USD
20024727	10	LOCKNUT 2-1/2"NPT	6.48	USD
20024728	4	LOCKNUT 3" NPT	2.28	USD
20024729	7	LOCKNUT 3/4" NPT	0.57	USD
20024730	8	LOCKNUT UNISTRUT 1/4" BOLT N224	5.70	USD
20024731	31	LOCKNUT UNISTRUT 3/8" BOLT N228	27.32	USD
20024733	1	METER ANLOG DISPLAY 0-1200VAC	0.01	USD
20024734	1	METER ANLOG DISPLAY 0-1500 ACA 5A	0.01	USD
20024735	1	METER ANLOG DISPLAY 0-300 ACA 5A	133.01	USD
20024736	8	METER ANLOG DISPLAY 0-500 ACA 5A	0.08	USD
20024738	1	MILLER PLUG 2 PIN MALE 2/0 & 2AWG LEADS	0.01	USD
20024740	1	MONITOR GAS SING OR DUAL 2 ANALOG OUTPUT	1,519.33	USD
20024741	1	MOUNTING BOLTS TED/TQO	0.75	USD
20024742	9	NAME PLATE BLANK FOR CONTROLS	0.09	USD
20024743	1	NAME PLATE ON/OFF FOR CONTROLS	0.01	USD
20024744	11	NAME PLATE START FOR CONTROLS	0.11	USD
20024745	9	NAMEPLATE MAN/OFF/AUTO FOR CONTROLS	13.27	USD
20024746	11	NAMEPLATE REV/FOR FOR CONTROLS	14.77	USD
20024747	19	NAMEPLATE STOP FOR CONTROLS	0.19	USD
20024748	10	NIPPLE CHASE 1/2"	7.41	USD
20024749	7	NIPPLE CHASE 1 1/2"	0.07	USD
20024750	4	NIPPLE CHASE 1 1/4"	10.18	USD
20024751	4	NIPPLE CHASE 1"	9.35	USD
20024752	9	NIPPLE CHASE 2 1/2"	132.57	USD
20024753	4	NIPPLE CHASE 2"	31.99	USD
20024754	10	NIPPLE CHASE 3"	155.25	USD
20024755	8	NIPPLE CHASE 3/4"	0.08	USD
20024756	2	NIPPLE CHASE 4"	0.02	USD
20024758	40	NUTS WIRE GRAY 3#14-2#8W2#12	0.40	USD
20024759	100	NUTS WIRE ORANGE 1#18W1#20-4#16W1#20	7.04	USD
20024760	100	NUTS WIRE RED 2#18-4#10	15.71	USD
20024761	100	NUTS WIRE SMALL BLUE 2#22-3#16	6.95	USD
20024762	100	NUTS WIRE TAN 3#22-3#10	14.36	USD
20024763	100	NUTS WIRE YELLOW 2#18-3#12	11.21	USD
20024764	9	PHOTOEYE CONTROL 120V 15A	82.88	USD
20024765	5	PHOTOEYE CONTROL 208/277VAC	41.96	USD
20024766	7	PHOTOEYE CONTROL FIXED POSITION	69.48	USD
20024767	3	PHOTOEYE CONTROL LOCKING 120/277VAC	32.74	USD
20024768	6	PHOTOEYE CONTROL MOUNT STEM MOUNT	83.56	USD
20024769	46	PLUG END CAT 5E POS 8 CONTACTS RJ-45	0.46	USD
20024771	2	PLUG FEMALE 125V 15A HDUTY	0.02	USD
20024772	3	PLUG FEMALE 125V 15A WATER TIGHT 15W47	59.92	USD
20024773	4	PLUG FEMALE 125V 20A 3PWG	36.85	USD
20024774	1	PLUG FEMALE 480V 30A 3PWG TWIST LOCK	47.70	USD
20024775	8	PLUG GALV 1" NPT CS	23.91	USD
20024776	25	PLUG GALV 1/2" NPT CS	47.12	USD
20024777	1	PLUG GALV 1-1/2" NPT CS	4.17	USD
20024778	4	PLUG GALV 1-1/4" NPT CS	0.04	USD
20024779	15	PLUG GALV 2" NPT CS	113.67	USD
20024780	9	PLUG GALV 2-1/2"NPT CS	0.09	USD
20024781	3	PLUG GALV 3/4" NPT CS	7.99	USD
20024782	1	PLUG MALE 125/250V 50 3PWG 9452-P WELDER	61.31	USD
20024783	1	PLUG MALE 125-250V 30A 3PWG TWIST LOCK	19.55	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20024784	3	PLUG MALE 125V 15A WATER TIGHT 14W47	42.19	USD
20024785	4	PLUG MALE 125V 20A 6-20P WATER TIGHT	63.72	USD
20024786	3	PLUG MALE 250V 20 2PWG TWIST LOCK	36.32	USD
20024787	1	PLUG MALE 250V 30/50A 2PWG 6-50P/6-30P	0.01	USD
20024788	2	PLUG MALE 250V 50A 3PWG 8452-P WELDER	0.02	USD
20024789	1	PLUG MALE 480V 30A 3PWG TWIST LOCK	0.01	USD
20024790	6	PLUG MILLER FEMALE SINGLE LEAD 6AWG	98.58	USD
20024791	2	PLUG MILLER MALE SINGLE LEAD 6AWG	32.86	USD
20024792	1	POWER SUPPLY 120/240VAC INPUT	370.15	USD
20024794	8	RECEPTACLE 120V GFCI W TRIP INDICATOR	119.14	USD
20024795	2	RECEPTACLE 250V 20A	9.77	USD
20024796	1	RECEPTACLE 250V 20A 2POLE WG TWIST LOCK	0.01	USD
20024797	3	RECEPTACLE 250V 30A 2POLE WG 6-30R	26.21	USD
20024798	2	RECEPTACLE 250V 30A 3PWG 10-30R	9.69	USD
20024799	4	RECEPTACLE 250V 50A 2PWG 6-50R	48.31	USD
20024800	4	RECEPTACLE 480V 30A 3PWG 3 PH TWIST LOCK	243.77	USD
20024801	4	RECEPTACLE DUPLEX 110V 20A	9.24	USD
20024802	2	RECEPTACLE MALE NEMA L14-30 30A 125/250V	0.02	USD
20024803	2	RECEPTACLE NEMA L14-30 30A 125/250VAC	0.02	USD
20024804	9	REDUCING BUSHING 2 1/2" TO 2	104.29	USD
20024805	1	REDUCING BUSHING 3" TO 2"	14.04	USD
20024806	1	RELAY 10A 600A 5 NO 1 NC 120V COIL	0.01	USD
20024807	2	RELAY 110 VAC COIL DPDT 10A 8 PIN RD	22.09	USD
20024808	7	RELAY 24VAC DPDT 10AMP 8 PIN RD	0.07	USD
20024809	8	RELAY 24VDC COIL DPDT 10A 8 PIN RD	70.72	USD
20024810	1	RELAY 480VAC COIL SPST 30A @300V NO	18.32	USD
20024811	2	RELAY 4P W/4 NO CART 120VAC	322.24	USD
20024812	3	RELAY BRACKET PANEL MOUNT RTXP OVERLOAD	22.10	USD
20024813	1	RELAY DPDT 30A@300VAC 480VAC COIL	67.78	USD
20024815	1	RELAY SMART 8IN 4OUT 100...240VAC ZEL10	0.01	USD
20024816	1	RELAY TIMER .05SEC-999HR 11PI RD	126.93	USD
20024817	4	RELAY TIMER .1-10 SEC	251.75	USD
20024818	2	RESISTOR 50 W 400 OHM 10% TOL.	0.02	USD
20024819	8	RESISTOR 50 W 5 OHM WIREWOUND	0.08	USD
20024820	4	PLUG SEAL 1 1/2"	46.27	USD
20024821	10	PLUG SEAL 1 1/4"	86.33	USD
20024822	8	PLUG SEAL 1"	67.16	USD
20024823	28	PLUG SEAL 1/2"	120.60	USD
20024824	4	PLUG SEAL 2 1/2"	51.43	USD
20024825	2	PLUG SEAL 2"	25.66	USD
20024826	5	PLUG SEAL 3"	108.75	USD
20024827	21	PLUG SEAL 3/4"	127.04	USD
20024828	3	SENSOR CHUTE LEVEL CONTROL	1,049.40	USD
20024829	6	SENSOR SPEED SLIP	616.92	USD
20024830	5	SIGN "CONTROL" 12"x6"	0.05	USD
20024831	5	SIGN "DANGER 480 VOLTS" 12"x6"	16.56	USD
20024832	3	SIGN "DANGER 7200 VOLTS 12"x6"	79.50	USD
20024833	1	SIGN "DANGER HIGH VOLTAGE" 10"x7"	15.42	USD
20024834	1	SIGN "FIRE EXTINGUISHER"	0.01	USD
20024835	2	SIGN "J"	0.02	USD
20024836	21	SIGN "LINE" 12"x6"	0.21	USD
20024837	9	SIGN "LOAD 1" 12"x6"	0.09	USD
20024838	26	SIGN "LOAD 2" 12"x6"	0.26	USD
20024839	30	SIGN "LOAD 3" 12"x6"	0.30	USD
20024840	6	SIGN "LOAD 4" 12"x6"	0.06	USD
20024841	1	SO CORD 10/3 SOOW	347.49	USD
20024842	1	SO CORD 10/4 SOOW	349.07	USD
20024844	1	SO CORD 12/4 SOOW	0.01	USD
20024846	1	SO CORD 14/4 SOOW	206.70	USD
20024847	1	SO CORD 16/3 SOOW	106.50	USD
20024848	1	SO CORD 16/4 SOOW	0.01	USD
20024850	10	SOCKET RELAY 8 PIN RD DIN RAIL MOUNT	120.11	USD
20024852	10	SPACER PLASTIC FOR MOUNTING CONTROLS	0.10	USD
20024853	11	SPACER RUBBER FOR MOUNTING CONTROLS	0.11	USD
20024856	60	SPICE BUTT #300MCM SCS300-X	0.60	USD
20024857	12	SPICE BUTT #350MCM LCB3350-12-X	82.72	USD
20024858	20	SPICE BUTT #3AWG SHORT SCS3/0-X	31.84	USD
20024859	4	SPICE BUTT #500MCM SCS500-6	0.04	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20024860	2	SPLIT BOLT #2 BRASS KS22	4.26	USD
20024861	2	SPLIT BOLT #2/0 KS26	10.04	USD
20024862	2	SPLIT BOLT #250MCM KS29	12.22	USD
20024863	25	SPLICE BUTT #12-10AWG INS	5.56	USD
20024864	18	SPLICE BUTT #1/0 LONG SCL1/0-X	32.54	USD
20024865	20	SPLICE BUTT #1/0 SHORT MP1/0	0.20	USD
20024866	22	SPLICE BUTT #1/0 STANDARD SCS1/0-X	0.22	USD
20024867	100	SPLICE BUTT #16-14AWG INS	24.99	USD
20024868	8	SPLICE BUTT #1AWG SHORT	9.06	USD
20024869	40	SPLICE BUTT #2/0 LONG	0.40	USD
20024870	50	SPLICE BUTT #22-18AWG INS	7.63	USD
20024871	35	SPLICE BUTT #2-4 AWG SCL4-L	0.35	USD
20024872	50	SPLICE BUTT #250MCM LONG SCL250-X	0.50	USD
20024873	25	SPLICE BUTT #250MCM STANDARD SCS250-X	37.14	USD
20024874	192	SPLICE BUTT #2AWG PARALLEL SHORT	1.92	USD
20024875	50	SPLICE BUTT #2AWG SCS2-Q	45.65	USD
20024876	240	SPLICE BUTT #4/0AWG LONG SCL4/0-X	2.40	USD
20024877	52	SPLICE BUTT #4/0AWG SHORT SCS4/0-X	0.52	USD
20024881	20	SPLICE BUTT SHORT #4 AWG MP-4	19.09	USD
20024882	13	SPLIT BOLT #10-8 BRASS KS8	0.13	USD
20024883	4	SPLIT BOLT #4 BRASS KS20	4.29	USD
20024885	48	STOPS SCREWS 474139 PLC TERMINALS	0.48	USD
20024886	29	STRAP CONDUIT (1) HOLE 1" 1803	5.71	USD
20024887	6	STRAP CONDUIT (1) HOLE 1/2" 1801	0.62	USD
20024888	20	STRAP CONDUIT (1) HOLE 1-1/2" 1805	0.20	USD
20024889	26	STRAP CONDUIT (1) HOLE 1-1/4" 1804	0.26	USD
20024890	35	STRAP CONDUIT (1) HOLE 2" 1806	0.35	USD
20024891	6	STRAP CONDUIT (1) HOLE 3/4" 1802	0.88	USD
20024892	100	STRAP CONDUIT (1) HOLE 3/8" 1800	4.89	USD
20024893	17	STRAP CONDUIT (2) HOLE 1" RX2234	0.17	USD
20024894	14	STRAP CONDUIT (2) HOLE 1/2" RX2232	0.14	USD
20024895	17	STRAP CONDUIT (2) HOLE 1-1/2" RX2236	0.17	USD
20024896	19	STRAP CONDUIT (2) HOLE 1-1/4" RX2235	0.19	USD
20024897	45	STRAP CONDUIT (2) HOLE 2" RX2238	0.45	USD
20024898	10	STRAP CONDUIT (2) HOLE 3/4" RX2233	1.02	USD
20024899	11	STRAP CONDUIT UNISTRUT 1" GALV	9.03	USD
20024900	12	STRAP CONDUIT UNISTRUT 1/2" GALV	0.12	USD
20024901	6	STRAP CONDUIT UNISTRUT 1-1/2" GALV	7.90	USD
20024902	7	STRAP CONDUIT UNISTRUT 2" GALV	0.07	USD
20024903	20	STRAP CONDUIT UNISTRUT 3-1/2" GALV	0.20	USD
20024904	2	SWITCH FLOAT HY50 NORMALLY CLOSED	191.28	USD
20024905	1	SWITCH FLOAT 65' NO # CAPTNA016	121.90	USD
20024906	2	SWITCH DRUM 12 TERMINAL CB TRIP CLOSE	0.02	USD
20024907	1	SWITCH FLOW	172.51	USD
20024908	2	SWITCH LIGHT 120-277VOLT 3WAY 20 A IVORY	0.02	USD
20024909	8	SWITCH LIGHT 120-277VOLT 4WAY 20A IVORY	46.22	USD
20024910	2	SWITCH LIGHT 120V BROWN SPST 15A	1.57	USD
20024911	3	SWITCH LIGHT 120V IVORY SPST 15A	2.24	USD
20024913	4	SWITCH LIMIT 10A 600V	520.84	USD
20024914	9	SWITCH LIMIT LEVERLESS 10/3A 120/240V	0.09	USD
20024915	5	SWITCH LIMIT MICRO	0.05	USD
20024916	1	SWITCH MUSHROOM PB PUSH/PULL BLANK 1 NC	0.01	USD
20024917	1	SWITCH MUSHROOM PB PUSH/PULL OP. 1 NC	113.64	USD
20024918	3	SWITCH PUSHBUTTON 1NO 1NC 4 COLORS INCL.	156.42	USD
20024919	2	SWITCH PUSHBUTTON MUSHROOM RD 1 NC	118.55	USD
20024920	1	SWITCH SELECTOR 2 POS MAINTAINED	54.48	USD
20024921	1	SWITCH SELECTOR 3 POS MAINT W/O CONTACTS	0.01	USD
20024923	3	SWITCH TOGGLE DTD ON/ON	27.85	USD
20024924	5	SWITCH TOGGLE SPDT ON/OFF	33.49	USD
20024925	3	SWITCH TOGGLE SPDT ON/OFF/ON RSW82105TOG	31.45	USD
20024926	20	TAPE BLACK VINYL	91.16	USD
20024927	10	TAPE BLUE VINYL	46.33	USD
20024928	10	TAPE BROWN VINYL	47.76	USD
20024929	1	TAPE ELECTRICAL COATING SCOTCHKOTE	37.38	USD
20024930	4	TAPE GLASS CLOTH INSULATION 3/4"	55.93	USD
20024931	8	TAPE GREEN VINYL	37.07	USD
20024932	8	TAPE ORANGE VINYL	37.07	USD
20024933	50	TAPE PRINTED MSHA 1-1/2"	68.37	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20024934	12	TAPE RED VINYL	53.40	USD
20024935	5	TAPE RUBBER LINERLESS SPLICING	120.87	USD
20024936	23	TAPE RUBBER SPLICING	335.22	USD
20024937	9	TAPE VARNISH CAMBRIC	705.09	USD
20024938	10	TAPE WHITE VINYL	46.33	USD
20024939	17	TAPE YELLOW VINYL	59.70	USD
20024940	1	TEE FORM 35 1"	15.07	USD
20024941	1	TEE FORM 35 1/2"	0.01	USD
20024942	1	TEE FORM 35 1-1/2"	0.01	USD
20024943	7	TEE FORM 35 1-1/4"	0.07	USD
20024944	1	TEE FORM 35 3/4"	10.64	USD
20024946	56	TERMINAL BLOCKS DIN MOUNT	35.81	USD
20024947	48	TERMINAL BLOCKS DIN MOUNT	30.68	USD
20024948	72	TERMINAL BLOCKS END COVERS	52.78	USD
20024949	100	TERMINAL FORK #12-10AWG INS	15.34	USD
20024953	8	TERMINAL JUMPERS	0.08	USD
20024954	9	TERMINAL LUG K #14-4 KA4C	11.20	USD
20024955	8	TERMINAL LUG K #1-4/0 KA28	49.95	USD
20024956	2	TERMINAL LUG K #4/0-500 KA34	39.44	USD
20024957	10	TERMINAL LUG K #4-1/0 KA25	19.16	USD
20024959	200	TERMINAL PIN MALE #16-14AWG INS	34.59	USD
20024960	14	TERMINAL RING #1/0 1/2" H SHORT	19.14	USD
20024961	36	TERMINAL RING #1/0 1/2" H LONG	0.36	USD
20024962	10	TERMINAL RING #1/0 3/8" H	12.72	USD
20024963	14	TERMINAL RING #1/0 3/8"H 90º	0.14	USD
20024964	14	TERMINAL RING #1/0-1/4" H LCA1/0-14-X	0.14	USD
20024965	160	TERMINAL RING #1/0-5/16" H LCA1/0-56-X	1.60	USD
20024966	50	TERMINAL RING #1/0-5/16" H LCB1/0-56-X	0.50	USD
20024967	50	TERMINAL RING #12-10AWG 1/2" H INS	18.02	USD
20024968	54	TERMINAL RING #12-10AWG 1/4" H INS	12.42	USD
20024970	50	TERMINAL RING #12-10AWG 3/8" H INS	10.22	USD
20024973	137	TERMINAL RING #12-10AWG 8/32 INS	20.78	USD
20024975	100	TERMINAL RING #16-14AWG1/4 INS	41.95	USD
20024977	2	TERMINAL RING #1AWG 1/2" H LCA1-12-E	2.42	USD
20024978	12	TERMINAL RING #1AWG 3/8" H LCA1-38-E	15.08	USD
20024979	27	TERMINAL RING #1AWG 5/16" H LCA1-56-E	19.30	USD
20024980	6	TERMINAL RING #2/0 1/2" H LCA2/0-12-X	8.70	USD
20024981	4	TERMINAL RING #2/0 3/8" H LCB2/0-38-X	15.20	USD
20024982	10	TERMINAL RING #2/0 3/8"H	11.03	USD
20024984	300	TERMINAL RING #22-18AWG 10/32" H INS	3.00	USD
20024985	20	TERMINAL RING #250MCM 1/2"H LONG	114.06	USD
20024986	5	TERMINAL RING #250MCM 1/2"H STANDARD	11.69	USD
20024987	1	TERMINAL RING #250MCM 3/8"H STANDARD	2.49	USD
20024988	25	TERMINAL RING #250MCM 90 1/2"H STANDARD	140.34	USD
20024989	13	TERMINAL RING #2AWG 1/2" LAC2-12-Q	0.13	USD
20024990	1710	TERMINAL RING #2AWG 1/2"H P2-12A-T	17.10	USD
20024991	18	TERMINAL RING #2AWG 1/4" H LCA2-14-Q	0.18	USD
20024992	290	TERMINAL RING #2AWG 3/8" H P2-38R-T	2.90	USD
20024993	20	TERMINAL RING #2AWG 3/8" LCA2-38-Q	22.03	USD
20024994	64	TERMINAL RING #2AWG 5/16" H LCA2-56-Q	0.64	USD
20024995	21	TERMINAL RING #3/0AWG 1/2" H 90º	0.21	USD
20024996	47	TERMINAL RING #3/0AWG 3/8" H 90º	0.47	USD
20024997	2	TERMINAL RING #3AWG 3/8" H LCA3/0-38-X	3.50	USD
20024998	1	TERMINAL RING #4/0AWG 1/2" H LCA4/0-12-X	1.66	USD
20025000	11	TERMINAL RING #4/0AWG 5/16"H LCA4/0-56-X	0.11	USD
20025003	188	TERMINAL RING #4AWG 5/16" H P4-56R-T	1.88	USD
20025004	32	TERMINAL RING #4AWG-1/4" H LCA4-14-L	0.32	USD
20025005	95	TERMINAL RING #4AWG-1/4" H P4-14R-T	0.95	USD
20025006	12	TERMINAL RING #500MCM 1/2" 2H 90º	157.76	USD
20025007	1	TERMINAL RING #500MCM 1/2" 2H	0.01	USD
20025008	8	TERMINAL RING #500MCM 1/2" H	44.04	USD
20025009	30	TERMINAL RING #600MCM 1H 5/8"LCA600-58-6	0.30	USD
20025010	5	TERMINAL RING #600MCM 2H 1/2" 90º	0.05	USD
20025012	20	TERMINAL RING #6AWG 1/2" H LCA6-12-L	0.20	USD
20025016	30	TERMINAL RING #6AWG 3/8" H LCA6-38-L	14.95	USD
20025022	20	TERMINAL RING#4/0AWG1/2"H90ºLCA4/0-12F-X	53.45	USD
20025023	20	TERMINAL RING#4/0AWG3/8"H90ºLCA4/0-38F-X	0.20	USD
20025025	100	TERMINAL SPADE FEMALE 12-10 AWG FULL INS	50.90	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20025034	1	TERMINAL STRIP 12 CIRCUIT 30A 600V	26.93	USD
20025035	1	TERMINAL STRIP 6 CIRCUIT 30A 600V	11.82	USD
20025036	1	TERMINAL STRIP 8 CIRCUIT SHORTING BLOCK	46.49	USD
20025037	4	TRANSDUCER CURRENT HAWKEYE H221 4-20A	1,028.05	USD
20025038	3	TRANSFORMER .3KVA 240/480VP-120VS	610.03	USD
20025040	2	TRANSFORMER .750 KVA 240/480VP-120VS	466.47	USD
20025042	1	TRANSFORMER 1.0KVA 240/480VP-120VS	0.01	USD
20025043	8	TRANSFORMER .025KVA 240/480VP-120VS	382.29	USD
20025044	1	TRANSFORMER .05KVA 240/480VP-120/240VS	82.83	USD
20025045	2	TRANSFORMER .05KVA 240/480VP-120VS	0.02	USD
20025046	1	TRANSFORMER .05KVA 240/480VP-24/120VS	0.01	USD
20025047	1	TRANSFORMER 10KVA 240/480PV-120/240SV	1,235.78	USD
20025049	2	TRANSFORMER CURRENT 200:5 500-400HZ	0.02	USD
20025050	7	TRANSFORMER CURRENT 300:5 5A 50-400HZ	0.07	USD
20025051	3	TRANSFORMER CURRENT 400:5 5A TYPE JAP-0	0.03	USD
20025053	1	TRANSFORMER CURRENT 500:5 50-400HZ 600V	0.01	USD
20025055	3	TRANSFORMER CT 300:5 VA.12 50-400 MD2560	81.44	USD
20025056	10	WASHER REDUCING 1" TO 3/4"	1.21	USD
20025057	13	WASHER REDUCING 2 1/4" TO 1/2"	14.71	USD
20025058	2	WASHER REDUCING 2" TO 1"	0.63	USD
20025059	12	WASHER REDUCING 2" TO 1/2"	3.45	USD
20025060	6	WASHER REDUCING 3" TO 1"	8.23	USD
20025061	4	WASHER REDUCING 3/4" TO 1/2"	0.34	USD
20025062	3	WEATHER HEAD 2" PVC	0.03	USD
20025063	1	WEATHERHEAD 1/2" METALLIC	0.01	USD
20025064	1	WEATHERHEAD 1-1/2" METALLIC	6.13	USD
20025065	1	WEATHERHEAD 2" METALLIC	10.60	USD
20025140	20	HANGER CONDUIT TRADE SIZE 0 3/8"-1/2"EMT	4.56	USD
20025141	10	HANGER CONDUIT TRADE SIZE 2.5 1-1/4"EMT	0.10	USD
20025142	2	GRIP KELLEM 2-1/2"NPT	416.46	USD
20025143	4	BOX PVC DOUBLE GANG (3) 1/2"-3/4"GLUE WP	0.04	USD
20025144	4	COVER PLASTIC DOUBLE GANG RECEPT 2 DUP	84.66	USD
20025145	2	COVER RAISED SINGLE DUP RECEPT GAL 4"x4"	3.58	USD
20025146	4	BOX SINGLE G PVC 1/2" FP INLET/OUTLET WP	0.04	USD
20025147	2	BOX SINGLE G PVC (1) 1/2" GLUE IN/OT WP	0.02	USD
20025148	1	BOX SINGLE GANGMETALLIC WP(3) 1/2"FP OUT	3.48	USD
20025149	3	BOX SINGLE G METALLIC WP (4) 1/2" FP OUT	14.95	USD
20025150	2	BOX SINGLE G METALLIC WP (3) 3/4" FP OUT	7.00	USD
20025151	6	COVER SINGLE GANG METALLIC WP BLANK	6.64	USD
20025152	3	COVER SINGLE GANG PLASTIC DUPX RECEP WP	0.03	USD
20025153	1	COVER RECEPTACLE SINGLE GANG DUPLEX META	2.68	USD
20025154	3	COVER RECEPTACLE SINGLE GANG DUPLEX META	9.58	USD
20025155	2	COVER RECEPTACLE SGANG GFCI VERT WP META	7.79	USD
20025156	6	COVER RECEPT GFCI SGANG INUSE MULTI USE	39.64	USD
20025157	14	COVER SINGLE GANG GFCI DECORATIVE COVER	0.14	USD
20025158	6	COVER SINGLE GANG 20A RD RECEPT METAL	0.06	USD
20025159	1	TERMINAL RING #4/0AWG 3/8" H LCA4/0-38-X	1.77	USD
20025160	30	TERMINAL RING #600MCM 2H 1/2"LCC600-12-6	0.30	USD
20025162	60	TERMINAL RING #4AWG 3/8" H P4-38R-T	31.20	USD
20025163	60	TERMINAL RING #4AWG 1/2" H P4-12R-T	110.69	USD
20025164	7	INSULATOR RED 13.5KV 2.75"D X 6" COMPOS	55.34	USD
20025166	162	INSULATOR RED 2.5KV 2"D X 2" COMPOS 3/8"	1.62	USD
20025168	3	TRANSFORMER CURRENT 50:5 10KV	0.03	USD
20025170	1	POWER SUPPLY INPUT100-240V OUTPUT 12V 3A	87.98	USD
20025171	10	BREAKER LOCKOUT DEVICE/ SINGLE PADLOCK	0.10	USD
20025172	6	SWITCH SELECTOR 3 POS MAINT. 1 NO 1NC	486.84	USD
20025173	1	BALLAST 120 V INPUT 2 LAMP TYPET12 LAMPS	16.31	USD
20025174	2	IGNITOR FOR 35-450WATT METAL HALIDE LAMP	64.77	USD
20025175	1	PLUG MILLER 2 PIN FEMALE 2/0/2AWG LEADS	143.10	USD
20025176	4	CONNECTOR CORD NPT 1/2" DIA.500-.625	13.27	USD
20025177	3	TERMINAL RING #8AWG 1/4" H LCA8-14-L	1.57	USD
20025178	8	TERMINAL RING #8AWG 3/8" H LCA8-38-L	3.93	USD
20025179	2	TERMINAL RING #6AWG 1/4" H LCA6-14-L	0.68	USD
20025180	500	TERMINAL SPADE FEMALE #16-14	5.00	USD
20025181	600	TERMINAL RING #22-18AWG 1/4"H UNINSUL	6.00	USD
20025182	154	TERMINAL RING #8-10 H UNINSUL	1.54	USD
20025183	500	TERMINAL RING #12-10AWG 1/4"H UNINSUL	5.00	USD
20025184	88	TERMINAL RING #12-10AWG 3/8"H UNINSUL	0.88	USD

Armstrong Energy, Inc.
 Schedule 2.2(b)(iv)
 Transferred Equipment
 Part and Supply Inventory List
 Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20025185	50	TERMINAL RING #12-10AWG 3/8"H UNINSUL	20.15	USD
20025186	150	SPLICE BUTT #8 AWG UNINSUL SCL8-L	1.50	USD
20025187	50	SPLICE BUTT #6AWG SHORT UNINSUL SCS6	35.54	USD
20025188	12	SPLICE BUTT #6AWG LONG UNSINSUL SCL6-L	0.12	USD
20025189	804	TERMINAL RING #8-1/4' H UNINSUL	8.04	USD
20025190	20	TERMINAL RING #6AWG 5/16" H ININSUL	8.38	USD
20025191	400	TERMINAL RING #6AWG 1/4"H UNINSUL	4.00	USD
20025192	200	TERMINAL FORK #22-18AWG 8/32" H INS	2.00	USD
20025193	100	TERMINAL FORK #22-18AWG 10/32 H INS	47.67	USD
20025194	100	TERMINAL SPADE FEMALE #22-18AWG INS	36.35	USD
20025195	144	TERMINAL SPADE MALE #22-18AWG INS	1.44	USD
20025196	100	TERMINAL FORK #16-14AWG INS	14.15	USD
20025197	100	TERMINAL SPADE FEMALE 16-14 AWG FULL INS	32.67	USD
20025198	50	TERMINAL SPADE MALE 16-14 AWG FULL INS	17.46	USD
20025199	100	TERMINAL SPADE FEMALE 16-14AWG INS CRIMP	42.42	USD
20025200	90	TERMINAL SPADE MALE 16-14 AWG INS CRIMP	25.20	USD
20025201	100	TERMINAL RING #16-14AWG10/32 INS	14.34	USD
20025202	150	TERMINAL RING #16-14AWG 3/8"H INS	63.10	USD
20025203	50	TERMINAL SPADE MALE 12-10 AWG FULL INS	29.56	USD
20025204	100	TERMINAL SPADE FEMALE 12-10AWG INS CRIMP	55.59	USD
20025205	140	TERMINAL SPADE MALE 12-10 AWG INS CRIMP	1.40	USD
20025206	1	FUSE 150A 250VAC TIME DELAY TR150R	0.01	USD
20025207	1	FUSE 200A 250VAC RF200 TD FUSE FERRAZ SH	0.01	USD
20025208	5	FUSE 70A SUPERLAG RES70 COOPERBUSSMANN	0.05	USD
20025209	6	FUSE 400 A 600VAC TRS400R DUAL ELEMENT	0.06	USD
20025211	1	LOAD CENTER 125A (WP) 24 SPACE/CIRCUIT	235.68	USD
20025212	1	HORN ELECTRONIC 855H-SG10 GPA	118.09	USD
20025213	10	BULB/LAMP 1000 WATT METAL HALIDE BT37	434.83	USD
20025214	9	PLUG MILLER BRACKET	0.09	USD
20025215	7	FUSE 200 A FLNR200 250VAC TR200R DUAL EM	0.07	USD
20025216	76	TERMINAL RING #6AWG 1/2"H ININSUL	0.76	USD
20025233	3	SWITCH PUSH BUTTOM ILLUM. SQ	247.85	USD
20025235	4	FUSE 40E SMD-2B 69KV S&C	8,162.00	USD
20025236	3	FUSE 50E SMD-2B 69KV S&C	7,503.78	USD
20025273	5	CAP WEAR EX2500 WC285	1,946.68	USD
20025282	1	GROUND BAR KIT SQ D LONG	0.01	USD
20025312	2	BATTERY LEAD ACID 12V 26AH 312WHR	169.68	USD
20025313	1	CHARGER BATTERY 24V 5A JAC0524R/3	107.10	USD
20025314	1	SWITCH HIRSCHMANN SPIDER II MULTIMODE	402.55	USD
20025324	2	BEARING PILLOW BLOCK 2-7/16 NP39	320.34	USD
20025332	2	BACKPLATE FOR WIEGMANN 12X12X6 ENCLOSURE	17.37	USD
20025333	9	RETAINER TOOTH 233-7150	265.95	USD
20025389	12	LETTER A METAL WELD ON	25.27	USD
20025390	9	LETTER B METAL WELD ON	17.63	USD
20025391	6	LETTER C METAL WELD ON	11.93	USD
20025392	8	LETTER D METAL WELD ON	15.91	USD
20025393	11	LETTER E METAL WELD ON	23.17	USD
20025394	10	LETTER F METAL WELD ON	20.99	USD
20025395	10	LETTER G METAL WELD ON	20.99	USD
20025396	8	LETTER H METAL WELD ON	15.91	USD
20025397	18	LETTER I METAL WELD ON	30.92	USD
20025398	10	LETTER J METAL WELD ON	20.99	USD
20025399	10	LETTER K METAL WELD ON	20.99	USD
20025400	8	LETTER L METAL WELD ON	17.08	USD
20025401	9	LETTER M METAL WELD ON	18.90	USD
20025402	9	LETTER N METAL WELD ON	18.90	USD
20025403	19	LETTER O METAL WELD ON	43.93	USD
20025404	10	LETTER P METAL WELD ON	21.24	USD
20025405	5	LETTER Q METAL WELD ON	8.59	USD
20025406	14	LETTER R METAL WELD ON	25.11	USD
20025407	19	LETTER S METAL WELD ON	40.83	USD
20025408	20	LETTER T METAL WELD ON	43.67	USD
20025409	18	LETTER U METAL WELD ON	31.81	USD
20025410	8	LETTER V METAL WELD ON	15.90	USD
20025411	10	LETTER W METAL WELD ON	20.99	USD
20025412	5	LETTER X METAL WELD ON	8.58	USD
20025413	8	LETTER Y METAL WELD ON	15.91	USD
20025414	8	LETTER Z METAL WELD ON	15.91	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20025415	40	NUMBER 0 WELD ON	93.84	USD
20025416	19	NUMBER 1 WELD ON	46.76	USD
20025417	13	NUMBER 2 WELD ON	29.47	USD
20025418	18	NUMBER 3 WELD ON	41.02	USD
20025419	15	NUMBER 4 WELD ON	33.13	USD
20025420	12	NUMBER 5 WELD ON	24.72	USD
20025421	15	NUMBER 6 WELD ON	27.04	USD
20025422	15	NUMBER 7 WELD ON	34.36	USD
20025423	14	NUMBER 8 WELD ON	30.06	USD
20025424	13	NUMBER 9 WELD ON	29.79	USD
20025425	1	PLUG CORD MALE 15A 125V	1.76	USD
20025436	1	PROCESSOR A/B MICRO LOGIX 1766-L32BXBA	1,003.18	USD
20025437	2	RELAY OUTPUT MICRO LOGIX 1762-OW16	499.66	USD
20025494	2	SENSOR PROX PRIMARY	463.91	USD
20025495	2	SENSOR PROX SECONDARY	1,193.22	USD
20025505	3	COUPLING ELEMENT OMEGA	1,262.79	USD
20025508	3	COIL 460V SEC. CUTT.MTR BRAKE COAL SAMP	2,037.19	USD
20025509	3	SOLENOID SEC. CUTT. MTR BRAKE COAL SAMP	895.78	USD
20025522	3	INSERT ROD SUPPORT ARM 2657702664 VIPER	1,293.32	USD
20025523	2	INSERT ROD SUPPORT ARM 2657702672 VIPER	1,596.07	USD
20025524	1	KIT KOP R1 316SS/VIT NALCO	677.00	USD
20025525	4	OIL PULSALUBE #1 VIKING PUMPS NALCO	117.40	USD
20025526	1	CONTROL PID EUROTHERM 2208 NALCO	1,559.26	USD
20025527	1	INDICATOR EUROTHERM PID CONTROL NALCO	233.20	USD
20025528	1	KIT SONATAX SBL W/SC200 PROBE 3PCS NALCO	5,644.00	USD
20025529	1	SENSOR SUBMERSION SS WITH WIPER NALCO	8,880.68	USD
20025530	1	PROBE SONATAX SLUDGE BED NALCO	5,133.58	USD
20025531	2	PUMP FLOC METERING HL4124A 30 GPM NALCO	5,122.00	USD
20025532	1	SWITCH WATER FLOW 1" NALCO	493.96	USD
20025533	1	HOLDER ELECTRODE LEVEL CONTROL NALCO	217.30	USD
20025534	1	CONTROL LIQUID LEVEL 115 NALCO	150.52	USD
20025536	1	CONTROL DC 115V CHASIS SOLICON 1HP NALCO	610.56	USD
20025537	1	CONTROL DC115V 4-20MA FOLLOW CARD NALCO	336.00	USD
20025539	2	ADAPTER NOZZLE 3/4" 302 ACCURATE NALCO	491.26	USD
20025553	2	COUPLING SMITH BLAIR WRAP AROUND 16"	1,143.76	USD
20025584	2	PULLEY UPPER 2202704402	553.28	USD
20025585	8	SCREW UPPER PULLEY 2202250096	82.76	USD
20025586	1	FAN 2202704304	235.68	USD
20025587	12	WASHER LOCK 0333310019	5.34	USD
20025588	8	SCREW FAN 0147140503	14.42	USD
20025589	8	KEY 0337000957	25.19	USD
20025590	1	ASSEMBLY UNLOADER 1622353948	657.94	USD
20025593	2	CONTROLLER 2202842000	947.91	USD
20025607	4	SEAL BEARING G92785	1,712.11	USD
20025608	3	SEAL BEARING G92785-11	2,312.66	USD
20025615	2	EDGE CUTTING CENTER D9TEXP 7T-5701	1,174.29	USD
20025627	1	MOTOR DRIVE WATER PUMP M302078	1,569.52	USD
20025628	1	COUPLER MOTOR TO PUMP M301927	175.23	USD
20025633	2	TRANSMITTER PRESSURE ELECTX PX5100-050GI	1,559.09	USD
20025634	2	MODULE A/B INPUT 16 CHANNEL SINK 24VDC	420.50	USD
20025674	10	BELT DRIVE COARSE REFUSE SCREEN C108	246.98	USD
20025696	11	LOCK BRASS PAD SOLID KEY ALIKE 3KALH2151	104.67	USD
20025752	500	CABLE ARMORED #6/3C WG PVC 600V	1,395.73	USD
20025816	1	CONTROLLER LUBE 85530	917.54	USD
20025880	18	DUCT SLOTTED PVC CABLE TRAY G2X2LG6	0.18	USD
20025881	12	COVER DUCT SLOTTED PVC CABLE TRAY C2LG6	0.12	USD
20025882	12	DUCT SLOTTED PVC CABLE TRAY G3X3LG6	0.12	USD
20025883	24	COVER DUCT SLOTTED PVC CABLE TRAY C3LG6	26.11	USD
20025884	24	COVER DUCT SLOTTED PVC CABLE TRAY C1LG6	9.18	USD
20025887	4	ADAPTER 6803W-65SV2	6,663.67	USD
20025888	8	POINT TOOTH 65SV2RX	3,301.70	USD
20026029	1	ASSEMBLY PINION INPUT (92755-02-ASSY347	13,935.39	USD
20026102	4	BELT MAIN HOUSE FAN 770 (CX180)	183.93	USD
20026131	1	BELT BANDED DRIVE LUDOWICI VM1400	834.75	USD
20026135	2	FUSE 7E SMD-2B 69KV S&C	0.02	USD
20026136	8	FUSE 10E SMD-2B 69KV S&C	0.08	USD
20026137	2	FUSE 20E SMD-2B 69KV S&C	0.02	USD
20026138	3	FUSE 25E SMD-2B 69KV S&C	0.03	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20026139	3	FUSE 175E SMD-2B 69KV S&C	0.03	USD
20026159	1	BATTERY 3.0V 1200 MAHR 1756-BA2	82.06	USD
20026186	1	SOFTSTART 300 HP 480V SMC 150-F361NBD	3,516.30	USD
20026187	1	LUG TERMINAL KIT 3 PAK 199-LG1	123.85	USD
20026250	1	DRIVESHAFT FRONT E350 D32XC-23316-31CF	715.50	USD
20026282	3	LANTERN 6V	27.67	USD
20026320	3	FUSE DUAL ELEMENT TIME DELAY	0.03	USD
20026339	2	SPRING BRAKE G32674	657.20	USD
20026380	1	U-JOINT 5-281X NAPA P381	55.85	USD
20026404	10	SCREEN 27-1/4 X 32 SF002211 MWP ADP	4,042.25	USD
20026405	20	SCREEN 27-1/4 X 32 SKID SB000194 MWP ADP	12,030.57	USD
20026965	6	LIGHT WORK LED 9-36V	723.45	USD
20026968	1	HOPPER NALCO	0.01	USD
20026969	1	SPROCKET 300M-10S 6048323 NALCO	0.01	USD
20026970	1	SPROCKET 300M-006 6048322 NALCO	0.01	USD
20026971	1	SPROCKET 300M-05S NALCO	0.01	USD
20026972	3	STRAINER BS12001/16 NALCO	663.18	USD
20027321	3	SPACER HOIST/Drag INPUT SHAFT BEARING	1,293.22	USD
20027323	2	SLINGER OIL 377 HOIST/Drag INPUT SHFT	0.02	USD
20027324	2	NUT ADJUSTING 337/347 POINT SHEAVE	0.02	USD
20027325	2	SPACER VERTICAL FAIRLEAD 337	0.02	USD
20027326	2	SPACER WALKING MTR PINION SHAFT 377	728.75	USD
20028014	1	RAIL LOWER SECTION	18,623.85	USD
20028015	1	RAIL REVOLVING UPPER CENTER	17,895.12	USD
20028806	1	PANEL, TOUCH MODEL 2001	0.01	USD
20029080	1	CARD CONTROLNET AB 1756-CNB/E	1,707.34	USD
20029081	1	MONITOR SUMP LEVEL DPT	2,150.48	USD
20029213	1	PTO SWITCH NORMALLY CLOSED	0.01	USD
20029214	1	PTO SWITCH NORMALLY OPEN	0.01	USD
20029228	2	WASHER INT SWING SHAFT 337/347	547.83	USD
20029229	7	PIN LOWER BEARING LOCK 337/347	424.93	USD
20029230	2	SPACER INT SWING SHAFT 337/347	637.40	USD
20029231	2	PIN DOWEL UPPER & LOWER SWING BRG	156.43	USD
20029271	1	BUTTON PUSH 1089933772	94.29	USD
20029297	2	TRANSDUCER CURRENT CT H321 HAWKEYE SPLIT	440.96	USD
20029303	1	CONTACT NC 1089036250	15.30	USD
20029319	2	BULB U SYLVANIA OCTRON FB03Z7356EC0	18.37	USD
20029364	1	SENSOR TIRE PRESSURE 3603	133.56	USD
20029371	1	MOTOR ELECTRIC 60HP D250 1180RPM	6,545.11	USD
20029389	1	BREAKER 1200A 600VAC 3P ALLEN BRADLEY	0.01	USD
20029430	3	FUSE 600V 200A CLASS J TD	141.97	USD
20029431	3	FUSE 600V 250A CLASS J TD	235.96	USD
20029433	3	FUSE 600V 350A CLASS J TD	298.82	USD
20029441	2	CABLE ASSY PLUG RESOLVER TURCK	305.70	USD
20029504	96	BRUSH SWING GENERATOR (H-3917-H52C)	2,412.67	USD
20029519	2	CABLE PULLDOWN DML 30' STEELS 57506445	2,263.80	USD
20029559	2	VFD POWERFLEX 700 2HP	3,243.60	USD
20029564	4	FUSE 20A ATQR20 DE TD 600V	0.04	USD
20029565	3	FUSE 30A ATQR30 DE TD 600V	20.17	USD
20029566	3	FUSE HV 4A 8.25 KV EATON	0.03	USD
20029605	3	TRANSFORMER GM300 OLD # 130-0004	358.99	USD
20029621	1	END BIT RH D8 8E-4193	226.30	USD
20029622	1	END BIT LH D8 8E-4194	226.30	USD
20029623	2	EDGE CUTTING D8 6Y-5540	343.08	USD
20029624	1	EDGE CUTTING D8 4Z-9058	399.67	USD
20029625	104	BOLT 4J-9058	457.39	USD
20029676	6	BUSHING DUMP EQUALIZER ENDS DG70	1,392.84	USD
20029703	8	BRAKE LINING 770	3,561.60	USD
20029704	3	SPACER SMALL SWING GEAR FINE SPLINE ONLY	0.03	USD
20029708	1	VALVE AIR BENDIX 534 & 607	0.01	USD
20029712	2	COUPLING HALF L100 X 3/4"	47.42	USD
20029714	3	SPACER HORIZONTAL FAIRLEAD SHEAVE	160.18	USD
20029715	10	SPACER HORIZONTAL FAIRLEAD SHEAVE 96334	1,115.11	USD
20029725	2	HEAD 36 X ALL DW HMDA 3N-775944-1	3,420.00	USD
20029727	1	REDUCER FALK GEAR DRIVE 24.79	1,650.00	USD
20029730	1	RADIATOR JD9520	2,809.00	USD
20029734	2	HUB FALK 1035G20 DG77 814GE SWING MOTOR	1,361.02	USD
20029735	2	SLEEVE FALK 1035G20 DG77 MOTOR & SHAFT	693.21	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20029745	2	PIN UPPER VERTICAL FAIRLEAD 770	2,391.97	USD
20029746	2	PIN LOWER VERTICAL FAIRLEAD 770	3,047.33	USD
20029774	2	PIN LOWER FAIRLEAD FRAME MOUNT 770	0.02	USD
20029775	2	PIN UPPER FAIRLEAD FRAME MOUNT 770	0.02	USD
20029776	1	SHROUD LIP EX2500 CENTER	3,512.10	USD
20029777	1	SHROUD LIP EX2500 LEFT	2,646.79	USD
20029778	1	SHROUD LIP EX2500 RIGHT	3,681.06	USD
20029785	1	WASHER 752 MAST SHEAVE	0.01	USD
20029786	1	SPACER TUBE 752 MAST SHEAVE	97.52	USD
20029787	4	U-BOLT 752 MAST SHEAVE	309.17	USD
20029799	1	GEAR DRUM	0.01	USD
20029801	1	LINER 3/8X19X60 QT 2 PCS/SET	1,028.00	USD
20029802	2	LINER 3/8X16.5X96-5/8 QT W/16 CSUNK HOLE	1,476.58	USD
20029809	2	PIN CENTER ASSY 752 93324-0011	0.02	USD
20029811	34	PLOW BOLT W/NUT D155AX 1X3-1/2	137.48	USD
20029812	2	EDGE CENTER D155AX 17A-714-5210	887.16	USD
20029813	1	EDGE LH D155AX 17A-714-5220	259.64	USD
20029814	1	EDGE RH D155AX 17A-714-5230	278.52	USD
20029815	1	END BIT LH D155AX 17A-714-5712	612.33	USD
20029816	1	END BIT RH D155AX 17A-714-5722	612.32	USD
20029825	1	PTO MUNCIE TG8S-U6809-P1KX FT8534 FT8607	763.20	USD
20029826	1	SHAFT HOUSE FAN FRONT EXHAUST 752	0.01	USD
20029827	15	SHIM SHORT SWING SHAFT BEARING SEAL 752	0.15	USD
20029828	4	SHIM SHORT SWING SHAFT BEARING SEAL 752	0.04	USD
20029829	1	PTO MUNCIE TG85-M6512-A3KH FT6320	962.68	USD
20029840	1	SHEAVE POINT ASSY DG37/DG47 95581-0014	112,467.53	USD
20029890	1	PIN BOOM DEFLECTOR SHEAVE HOIST 770	0.01	USD
20029897	2	BAND INNER HOUSE ROLLER 770	0.02	USD
20029898	2	BAND OUTER HOUSE ROLLER 770	0.02	USD
20029918	1	MOTOR FAN HOUSE 25HP 364U 1200RPM 752	3,743.81	USD
20029921	1	GEAR CASE SWING 770 B ASSY	38,361.97	USD
20029938	21	SHIM MAST SHEAVE SHAFT .005 752	80.85	USD
20029939	9	SHIM MAST SHEAVE SHAFT .010 752	34.65	USD
20029963	4	BUSHING UNIVERSAL LINK DG77	1,291.87	USD
20029968	4	BUSHING HOIST END LINK ECCENTRIC 37/77	1,248.00	USD
20029970	4	BUSHING HOIST TRUNNION ECCENTRIC 752	2,039.40	USD
20029973	4	BUSHING HOIST CHAIN LINK CON 37/47	1,528.00	USD
20029994	2	WASHER	0.02	USD
20029995	500	CABLE HOIST 2-1/2"X500' LH 770	10,060.00	USD
20029998	1	SHAFT HOIST REDUCER	0.01	USD
20030000	3	FRAME UPPER 770 C-42118-A 226032A	0.03	USD
20030008	550	CABLE DRAG 2-1/8"X275' LH 770	8,774.15	USD
20030046	20	HOSE SUCTION WATER 6" 20' SECTIONS	285.99	USD
20030048	2	BELT ALTERNATOR 988 190-6560	94.64	USD
20030082	1	HUB FLEX #7 MOTOR SHAFT PAGE	375.00	USD
20030083	2	HUB FLEX #7 INPUT SHAFT PAGE	2,787.75	USD
20030094	2	BUSHING CENTER DUMP EQUALIZER BAR DG37	582.27	USD
20030115	2	BELT ALTERNATOR DML CUMMINS ONLY	62.69	USD
20030425	2	SLEEVE OUTER AMERIGEAR DG77 ONLY	956.25	USD
20030426	1	HUB AMERIGEAR BORED FOR MOTOR DG77 ONLY	625.00	USD
20030427	3	BEARING H242610 G16270047 CUP	1,457.07	USD
20030428	2	SPACER G92783-DG47 ONLY	948.98	USD
20030429	3	SPACER G92783-11/-12 DG47 ONLY	1,815.53	USD
20030596	1	MOTOR FUEL REEL HANNAY 9915.0003	333.90	USD
20030631	1	ENCODER DG70 PROPEL DRAG HOIST	601.34	USD
20030647	4	FLUID DIESEL EXHAUST 2.5 GAL PER JUG 72	33.92	USD
20030675	4	CAP FUEL 349-7059 OLD # 7X-7700	370.95	USD
20030692	2	GASKET AND SEAL SET 1035G20 DG77	137.14	USD
20030765	1	ENCODER SHAFT HOLLOW HS35R	898.35	USD
20030766	1	BRACKET FOR ENCODER HS35R	93.28	USD
20030801	2	ROD WIPER FOR DIVERTER PER SET	700.74	USD
20030818	8	BUSHING HOIST TRUNNION DG70 600927+70MA	1,820.00	USD
20030827	1	TRANSFORMER 25 KVA DRY DG377 ISOLATION	2,308.00	USD
20030835	8	SHOE BRAKE 92278-0100P-BSC	4,572.85	USD
20030868	3	O-RING SET DRAGLINE COMPRESSOR FILTERS	6.36	USD
20030912	1	HUB COUPLING G2000 J0525-01	935.79	USD
20030913	1	COVER GRID ASSY G2000 J0525-04	1,415.39	USD
20030928	2	CORD TURCK	308.81	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20030938	1	CYLINDER DECK WRENCH PV 2658389947	1,923.19	USD
20030963	1	ALTERNATOR MACK 90-01-4576N FT6320	200.47	USD
20031003	1	BUSHING TAPERED FALK D003755 M1160 4.438	3,238.86	USD
20031004	1	BUSHING TAPERED FALK D003615 M1170 5.438	2,645.28	USD
20031005	1	BUSHING TAPERED FALK D004364 M1180 6.50	3,675.70	USD
20031008	1	KIT BOLT G1000 J1443	606.29	USD
20031009	1	KIT BOLT G2000 J1444	675.00	USD
20031046	4	BUSHING HOIST CHAIN LINK FOR 4" PIN 752	975.25	USD
20031047	4	BUSHING HOIST CHAIN LINK / 4.5" PIN 752	869.20	USD
20031114	100	PANEL 1MM POLYDECK	5,220.02	USD
20031115	10	PANEL 1MM POLYDECK W/DAMS	470.02	USD
20031116	40	PANEL 3/4" POLYDECK TOP DECK	2,038.00	USD
20031144	1	LOAD CELL RL20000 S-BEAM ALLOY 250#	320.65	USD
20031185	10	PANEL .3MM OPENING POLYDECK	574.50	USD
20031203	500	CABLE ARMORED 14/3 C WG PVC HW30001403	530.00	USD
20032024	3	BELT ALT EX1200 C0412021746 4995243	166.11	USD
20032025	1	SPACER INPUT SHAFT DG77 ONLY	0.01	USD
20032026	12	SHIM MOTOR EXT SHAFT DG77 ONLY .061"	0.12	USD
20032027	22	SHIM MOTOR EXT SHAFT DG77 ONLY .015"	636.06	USD
20032068	7	FILTER ENGINE OIL 1R-1808	118.60	USD
20032070	30	SEAL LINK W/SS BOLTS LS-525-S316	921.56	USD
20032071	30	SEAL LINK W/SS BOLTS LS-475-S316	480.82	USD
20032094	1	DRIVESHAFT (BETWEEN DIFFS) FT8607 FT8534	1,197.49	USD
20032164	10	PANEL IMPACT POLYDECK 40MM 24"X12"	1,326.60	USD
20032165	10	PANEL RAIL POLYDECK 40MM 24"X1-1/2"	199.00	USD
20032171	50	INSERT FERRULE PIN STYLE POLYDECK PANELS	257.00	USD
20032209	1	MOTOR 5HP 1170 230/460 MAG SEP. FR112	727.53	USD
20032240	1	BALL SWING SHAFT UPPER OLD # 92774	5,710.73	USD
20032242	4	EDGE GRADER 1-3/8X10X48 CURVED W/ARM	1,888.00	USD
20032273	2	BELT AC D7 2P-7333	56.71	USD
20032370	1	ADAPTER TOOTH DG70 650 BUCKET HENDRIX	1,974.00	USD
20032372	5	BOLT BASE DG70 650 HENDRIX 1-1/4x6 SQ HD	60.45	USD
20032404	1	VALVE AND COIL MAG TRANSFER SWITCH DG77	705.08	USD
20032419	120	WIRE TUNGSTEN 58-MCG 3/32" 60#	634.73	USD
20032429	4	RAIL PIN FEED END A ADP/MWP RAW SCREEN	993.24	USD
20032430	4	RAIL PIN FEED END B ADP/MWP RAW SCREEN	992.88	USD
20032431	7	RAIL PIN INTERMEDIATE ADP/MWP RAW SCREEN	1,132.39	USD
20032432	9	RAIL PIN DISCHARGE ADP/MWP RAW SCREEN	1,455.93	USD
20032448	2	COUPLING MECHANISM G1000 J-0610 1090T20	5,467.48	USD
20032478	3	BUSHING DRAG HITCH DG77	2,280.06	USD
20032503	1	VARISTOR MOV FOR GM300	0.01	USD
20032504	1	BUTTON PUSH TEST	11.85	USD
20032505	1	RESISTOR 4.5 OHM OHMITE FOR GM300	425.70	USD
20032506	2	KIT MOUNTING FOR 4.5 OHM RESISTOR	0.02	USD
20032507	1	CONTACTOR SIZE 6 3P ALLEN BRADLEY	0.01	USD
20032508	1	BREAKER CIRCUIT 30A 3P BOLT IN CUTLER H	0.01	USD
20032509	2	HUB MYERS 3"	36.76	USD
20032510	4	HUB MYERS 2-1/2"	58.47	USD
20032511	9	COVER LB FORM 35 1"	0.09	USD
20032512	5	COVER LB FORM 35 1-1/4"-1-1/2"	0.05	USD
20032513	7	COVER LB FORM 35 2"	45.11	USD
20032514	5	REDUCER FUSE 60A/250V-30A/250V	47.87	USD
20032515	13	GASKET FORM 35 1" FOR MALL IRON	0.13	USD
20032516	4	GASKET FORM 35 1-1/4"-1-1/2" FOR MALL IR	0.04	USD
20032517	9	GASKET FORM 35 2" FOR MALL IRON	20.18	USD
20032518	11	TERMINAL LUG 250-350MCM	0.11	USD
20032519	12	DUCT SLOTTED PVC (CABLE TRAY) G1.5X1LG6	0.12	USD
20032574	5	RING BIT 8-5/8" STEEL 12-1/4" BIT	275.00	USD
20032575	5	DEFLECTOR CHIP 8-5/8 RED LANATEX AC-VIPE	895.00	USD
20032614	3	ROLLER HOUSE 9X7 FORGED OEM DG70	6,743.99	USD
20032615	3	ROLLER HOUSE 9X7 MACHINED DG70	3,816.00	USD
20032623	1	DRIVE VFD DRAGLINE CRANES	3,828.05	USD
20032626	1	RETAINER UPPER BEARING SWING 752	1,536.34	USD
20032679	8	BELT PLATE PRESS ADP (6) 5VX750 XPB1900	170.28	USD
20032694	1	SHAFT DRIVE RAW COAL SCREEN Y0226	2,467.68	USD
20032695	1	REDUCER SPEED TRAIN LOADOUT 17.167 RATIO	33,343.36	USD
20032707	2	PIN BOOM CYL. F9 DRILL 3222338374	316.00	USD
20032929	2	BEARING 2-7/16" FC1511 MFC39	655.40	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20032936	1	PUMP GREASE GRACO FIREBALL 300 7-1/2"	731.91	USD
20032937	1	PUMP GREASE GRACO FIREBALL 300 16" TUBE	495.03	USD
20032938	3	PUMP GREASE GRACO FIREBALL 300 25" TUBE	1,022.24	USD
20032939	2	PUMP GREASE GRACO FIREBALL 300 32" TUBE	1,051.01	USD
20032940	1	PUMP GREASE GRACO FIREBALL 425 36" TUBE	1,035.25	USD
20032941	2	PUMP GREASE LINCOLN 24V 13" TUBE	1,216.98	USD
20032942	2	PUMP GREASE LINCOLN 24V 18" TUBE 85739	2,537.04	USD
20032944	2	PUMP GREASE LINCOLN 24V 33-1/2" TUBE	817.12	USD
20032946	2	PUMP GREASE LINCOLN HYD 26-1/2" TUBE	3,405.64	USD
20032947	3	PUMP GREASE LINGOLN HYD 33" TUBE	1,041.94	USD
20032983	10	SEAT SPRING RETAINER URETHANE CONN WELD	1,306.80	USD
20032986	1	SHAFT CARDEN DRIVE Y0474	2,343.99	USD
20033040	1	GRID FALK 1150T	2,405.86	USD
20033086	1	GRID LOV1130T	851.42	USD
20033088	1	GRID LOV1160T	2,829.25	USD
20033089	1	GRID KOP1100	295.49	USD
20033161	1	VFD 600 HP AB POWERFLEX700(LG BELT BOOT)	25,832.60	USD
20033162	1	VFD 450 HP AB POWERFLEX700(DCK,MWY,KRNS)	27,554.70	USD
20033264	1	RADIATOR INT. FT8607 FT8534 NAV03	901.00	USD
20033356	2	BELT WATER PUMP ROCK DRILL 9L-4896	41.64	USD
20033357	2	BELT SET QTY 2 ROCK DRILL 7M-0185	199.51	USD
20033365	1	LEVER 7C2Z-7210-BB	41.50	USD
20033366	1	TUBE 3C2Z-7212-AA	58.24	USD
20033367	1	CABLE 5C2Z-7E395-AA	40.38	USD
20033468	2	WASHER 8T-7971 777 WHEEL	1.78	USD
20033502	1	MOTOR VIBRATOR 3.3HP 1800RPM CSI	3,164.10	USD
20033508	2	BIT DRILL 6-3/4" MAG 53 CORE DRILL	2,800.00	USD
20033509	1	BIT DRILL 5-7/8" HD64C TH60 CORE ATLAS	1,325.00	USD
20033535	1	BIT DRILL 5" CORE ATLAS	0.01	USD
20033536	1	BIT DRILL 4-3/4" CORE ATLAS	551.42	USD
20033537	3	BIT DRILL TRB3625 3-5/8" CORE THROOP	0.03	USD
20033538	50	INSERT POLYSNAP STYLE POLYDECK PANELS	359.00	USD
20033561	1	MOTOR 100HP 405TD TEFC 1800RPM 230/460	5,650.00	USD
20033562	1	MOTOR 150HP 445TD TEFC 1800RPM 230/460	4,365.65	USD
20033563	1	MOTOR 200HP 447TD TEFC 1800RPM 230/460	9,588.00	USD
20033564	1	MOTOR 250HP 449TD TEFC 1800RPM 230/460	3,087.78	USD
20033566	1	MOTOR 350HP 449TD TEFC 1800RPM 230/460	14,797.00	USD
20033567	1	MOTOR 40HP 324TD TEFC 1800RPM 230/460	3,175.00	USD
20033576	2	BIT DRILL 10-5/8" RB40 DML VAREL	5,809.83	USD
20033578	2	BIT DRILL 12-1/4" ATLAS	7,700.00	USD
20033822	1	BUSHING TAPERED FALK D004402 M1150 4.43	0.01	USD
20033825	2	KIT SHIM LIME PUMP NALCO	337.89	USD
20033828	2	INSERT LIME PUMP NALCO	-	USD
20033879	1	NUT HOIST/DRAK ROPES TO DRUM	200.00	USD
20033880	1	CLAMP CABLE HOIST/DRAK ROPES TO DRUM	212.00	USD
20033899	2	CHOCK WHEEL LARGE EACH MC3009	378.08	USD
20033907	6	DEFLECTOR CHIP 6-1/4 RED LANATEX AC-VIPE	716.02	USD
20033937	27	TAPE FILAMENT CORES GRAINGER 49H648	231.85	USD
20033938	1	MOTOR 3HP 182TC 1800RPM CBM3611T	1,277.30	USD
20034017	1	ENCLOSURE BOX WIEGMAN 2'X2'X8"	362.00	USD
20034037	5	BELT 5VX1600 DILUTE SUMP PUMP	264.15	USD
20034108	2	MOTOR 30HP SAMPLER CUTTER EURODRIVE	5,393.71	USD
20034111	1	KIT STACK GRUNDFOS CR45-5-2 96416934	2,596.18	USD
20034132	1	SHAFT WALKING W/CAM AND BEARING HOUSING	313,856.00	USD
20034230	4	FAN HOUSE ASSY PAGE 752 USED	4,000.00	USD
20034232	1	CASE SWING HALF DG70	10,000.00	USD
20034233	1	COVER SMALL SWING GEAR 278265A	1,000.00	USD
20034234	1	RACE BEARING 2ND INT UPPER DG70 330	250.00	USD
20034235	1	BEARING SET DG70 854D CUP 861 CONES	1,000.00	USD
20034284	2	BUSHING DUMP BLOCK DG77	576.00	USD
20034309	20	HOLDER BRUSH 36B465472AA01 DG77	1,799.67	USD
20034310	20	SPRING 36B465482AA001 DG77	256.10	USD
20034316	1	HUB AMERIGEAR BORED FOR INPUT SHAFT DG77	331.25	USD
20034411	1	GEARBOX/MOTOR CHEMICAL MIXER NALCO	4,310.00	USD
20034424	1	KIT ACCESSORY ZURN COUPLING DG77	423.61	USD
20034431	7	STRINGER REFUSE SCREEN POLYDECK	4,551.28	USD
20034435	1	PORT 8 ROCKETPORT UNVIVERSAL PCI CARD	341.85	USD
20034480	4	FILTER OIL LUDOWICI VM-12345-36A	279.96	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20034529	1	MOTOR 1HP 143TC LIME MIXER	291.50	USD
20034544	2	SHIM KIT HOIST/Drag BOX OUTPUT SHAFT	169.60	USD
20034549	2	SOLENOID COIL TRAIN LOADOUT VALVES	164.11	USD
20034558	1	REDUCER SPEED 1603-HLE FOOTE JONES PPLT	35,185.00	USD
20034688	1	REDUCER HOLLOW SHAFT, OFFSET DOCK SAMPLE	6,950.62	USD
20034793	1	END BIT RH D10 ARM HD 195-7173	1,043.86	USD
20034794	1	END BIT LH D10 ARM HD 195-7174	1,047.28	USD
20034795	3	EDGE CUTTING D10 ARM HD 223-8149	2,565.27	USD
20034796	1	EDGE CUTTING LH D10 ARM HD 195-9170	909.77	USD
20034797	1	EDGE CUTTING RH D10 ARM HD 201-1230	909.77	USD
20034870	1	SHAFT SPUD TOWER 92167-04 PAGE	9,010.00	USD
20034944	2	PUMP HYD PLATE PRESS 3 STAGE VIVOLO	5,757.13	USD
20034980	1	GRID KOP1070	127.45	USD
20034981	1	GRID KOP1080	184.12	USD
20035078	1	COUPLING E70 3-3/8 TRAIN LOADOUT REDUCER	611.15	USD
20035079	1	COUPLING E70 2-5/8 TRAIN LOADOUT REDUCER	611.15	USD
20035080	1	BUSHING BU5407J 4.438	899.21	USD
20035081	1	BUSHING BU5307J 3.438	477.03	USD
20035082	1	BUSHING TAPERED FALK DU004417 M1150 3.93	2,512.87	USD
20035094	30	SEAL LINK W/SS BOLTS 6S-400-S316	457.92	USD
20035121	2	COUPLING HALF AMERIGEAR 110 OUTPUT DG77	3,392.00	USD
20035175	1	PROTECTOR RIPPER SHANK EXTENDED D10T	796.67	USD
20035186	1	BASKET CARRIER CERAMIC LUDOWICI	4,128.70	USD
20035225	2	BAND BRAKE SWING 752 PAGE 91655	2,236.39	USD
20035244	1	EDGE RH K-TEC SCRAPER 413000118	272.13	USD
20035245	1	EDGE LH K-TEC SCRAPER 413000119	272.13	USD
20035246	1	EDGE CENTER K-TEC 413000114 413000129	676.28	USD
20035247	2	ROUTER BIT K-TEC SCRAPER 413003038	829.26	USD
20035298	6	BELT PEMO PUMP DRIVE 5VX780	141.00	USD
20035321	4	HOSE LIME PUMP INT NALCO 6054751 Y218723	1,460.18	USD
20035323	2	BIT 2-15/16" W/4 N-ROD ATLAS 93002008	384.10	USD
20035362	1	KIT ACCESSORY AMERIGEAR 110 DG77 OUTPUT	559.32	USD
20035363	1	KIT BOLT FALK 1100G20 DG77 OUTPUT	1,074.53	USD
20035364	1	KIT SEAL FALK 1100G20 DG77 OUTPUT	319.37	USD
20035375	2	PUMP PLATE PRESS FOR TT GR2 DX MATEC	898.88	USD
20035376	1	SWITCH TEMP. COMPRESSOR ATLAS COPCO	180.91	USD
20035395	1	BIT DRILL 7-7/8 WLS-50 3/4 NOZ	1,765.00	USD
20035407	8	STRINGER CLEAN COAL POLYDECK	4,512.62	USD
20035408	1	HUB GRID FLEX 3-3/8" BORE TRAIN LOADOUT	362.55	USD
20035409	1	HUB COUPLING 2-5/8" BORE TRAIN LOADOUT	362.55	USD
20035410	1	COVER KIT HORIZONTAL TRAIN LOADOUT	106.31	USD
20035492	8	SCREW MACHINE BRASS 92451A712 DG70	20.93	USD
20035516	5	PIN SHEAR SWING BEARING DG77	411.94	USD
20035524	1	CONTACTOR 600A 1500V 120V COIL AB	7,938.13	USD
20035525	1	BREAKER CIRCUIT 600A 3P	4,563.30	USD
20035526	1	CONTROL LOGIC 17 SLOT AB	899.97	USD
20035547	1	BUSHING DECK 10"X6-1/4" EXT LIFE DML	3,498.00	USD
20035552	1	PUMP OIL LUDOWICI 9001P00516	413.15	USD
20035558	1	GRID KOP1110	392.50	USD
20035572	7	BULB 24V 9X-3465	88.34	USD
20035573	2	BULB 9X-4494	5.74	USD
20035574	3	LAMP FLOOD 227-5978	282.06	USD
20035575	3	LAMP HEAD 161-3509	370.26	USD
20035576	3	LAMP FLOOD 201-1423	129.12	USD
20035577	12	LAMP 12V 9W-0607	63.73	USD
20035578	7	MOUNT LIGHT 9W-4361	93.49	USD
20035579	12	CLAMP LIGHT 188-8849	66.12	USD
20035580	3	LENS FLOOD 375-0352	94.26	USD
20035581	3	BODY LAMP 158-0250	147.63	USD
20035582	3	BEZEL LIGHT 158-0252	68.85	USD
20035591	7	TOOTH PC490 K40SYL	1,079.33	USD
20035592	8	KEEPER PC490 K40PC	485.97	USD
20035593	1	BOLT KIT K-TEC SCRAPER 405100005 CENTER	49.42	USD
20035594	2	BOLT KIT K-TEC SCRAPER 405100006 OUTER	51.68	USD
20035595	2	BOLT KIT K-TEC SCRAPER 405100007 ROUTER	43.24	USD
20035599	6	BEARING REEVING BLOCK DG47 NA596SW	0.06	USD
20035600	3	BEARING REEVING BLOCK DG47 592D	0.03	USD
20035601	1	BLOCK REEVING DG37 DG47 DG77	0.01	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20035602	1	CASE SWING HALF LOWER DG70	8,500.00	USD
20035603	1	REDUCER PROPEL DG70	26,000.00	USD
20035625	1	VFD 150HP PLATE PRESS PUMP # 3	12,635.20	USD
20035693	2	COUPLING LOVEJOY LO75 5/8"	10.76	USD
20035694	2	SPIDER LOVEJOY LO75	9.46	USD
20035695	2	COUPLING LOVEJOY LO75 7/16"	10.76	USD
20035696	2	COUPLING LOVEJOY LO95 1-1/8"	25.38	USD
20035697	2	COUPLING LOVEJOY LO95 5/8"	25.38	USD
20035698	2	SPIDER LOVEJOY LO95	12.24	USD
20035699	1	PUMP 20GPM NALCO 39FS6P3PU000009	2,897.50	USD
20035700	1	ROD CENTER ACCURATE 302 3/4" NALCO	759.00	USD
20035701	1	ADAPTER NOZZLE ACCURATE 302 3/4"	363.00	USD
20035703	2	SOLENOID 9252822 EX1900 EX2500	279.68	USD
20035732	2	BELT ALTERNATOR D8 350-5391	188.20	USD
20035856	1	STARTER PUMP DEUTZ 41024043 NAPA	235.87	USD
20035866	2	PLATE WELD ON FAIRLEAD 377055F	1,931.32	USD
20035894	2	SEAL ERIEZ DD 419901 TIMKEN #415034	29.87	USD
20035895	2	SEAL ERIEZ DD 419900 TIMKEN #415371	46.70	USD
20035896	2	BEARING ERIEZ DD 225324 FAG # 1222-M	1,623.48	USD
20035897	2	RETAINER BEARING ERIEZ DD 136139	449.45	USD
20035898	1	HUB OUTER ERIEZ DD 136142	0.01	USD
20035899	1	HUB INNER ERIEZ DD 136141	0.01	USD
20035900	1	HUB INNER ERIEZ DD 136140	0.01	USD
20035901	2	DRUM HEAD ERIEZ DD 136254	0.02	USD
20035902	1	BEARING ERIEZ DD 437391 REX # MA2400	0.01	USD
20035903	1	BUSHING SLEEVE ERIEZ DD 419951	0.01	USD
20035904	1	BACKPLATE ERIEZ DD 136256	0.01	USD
20035926	1	ALTERNATOR EX1200 4096532 600-821-9631	784.93	USD
20035934	1	RING BIT 5-5/8" BIT CD1277	38.00	USD
20035976	1	STARTER PUMP JD MOTOR 91-29-5372 RE68470	317.26	USD
20036035	1	KIT ACID PUMP KOP NALCO 6057694	2,272.05	USD
20036059	2	CYLINDER DECK WRENCH DML DRILL	3,186.59	USD
20036062	1	ALTERNATOR WATER PUMP J.D. 90-15-6170	155.58	USD
20036063	4	DIE TONG BODY PIT VIPER DRILL PRO DP423A	520.00	USD
20036064	4	DIE TONG PIT VIPER DRILL PRO DP423B	440.00	USD
20036067	1	HUB ASSY PU0068 ONLY BR930793 DC3Z1104A	427.34	USD
20036073	4	COUPLING W/HUB BORED #11 FAST	0.04	USD
20036074	1	SHEAVE MIDPOINT DG70	1,455.10	USD
20036075	1	CENTER PIN ASSY W/BRASS DG70	0.01	USD
20036079	1	ALTERNATOR FT8534 FT8607 90-01-4270	149.63	USD
20036092	1	BUSHING BRASS SWING BRAKE 91653-11	84.80	USD
20036093	1	BUSHING BRASS SWING BRAKE 91653-12	53.00	USD
20036151	1	HEAD REPLACEMENT ACID PUMP NALCO 6057693	3,113.60	USD
20036228	4	SEGMENT SWING 8" DG77 ONLY	0.04	USD
20036245	1	ALTERNATOR EX1900/2500 OEM #3975140	418.91	USD
20036260	1	PUMP GREASE GRACO 247540 992C	731.37	USD
20036285	6	KEY TAPERED FAIRLEAD SHEAVES G9288-KEY	596.25	USD
20036293	1	BUSHING UPPER FAIRLEAD 92878	735.65	USD
20036294	1	BUSHING LOWER FAIRLEAD 92878-11	657.32	USD
20036303	1	BUSHING DECK 5"	885.00	USD
20036304	1	BUSHING FALK 3.438 BU-4407-J	801.28	USD
20036327	1	WRENCH DECK PV 6-7/8" SLOT RD4471	4,160.50	USD
20036329	2	DEFLECTOR CHIP 5"	220.00	USD
20036334	1	ALTERNATOR EX850 90-27-3276 1812005308	220.46	USD
20036352	2	CUP ROD WELDMENT RD4471 2657702227	0.02	USD
20036360	1	TRUNNION BALL ASSY D9 108-8283	626.30	USD
20036361	2	TRUNNION BALL ASSY D10 129-8169	1,991.24	USD
20036362	1	BELT JOHN DEERE PUMP ENGINE R521051	59.74	USD
20036404	1	SHAFT SWING G92744-01 ASSY USED	0.01	USD
20036432	1	INSERT WELD IN UPPER FAIRLEAD UNIVERSAL	1,881.50	USD
20036433	1	INSERT WELD IN LOWER FAIRLEAD UNIVERSAL	1,510.50	USD
20036454	2	COUPLING HALF L100X1-3/8" 770 ONLY	-	USD
20036462	1	CAPACITOR 4160V 500KVAR KRONOS/SURVANT	-	USD
20036463	1	KIT STACK GRUNDFOS CR10-17 96529403	1,333.96	USD
20036464	1	KIT STACK GRUNDFOS CR3-23 96453545	616.42	USD
20036465	1	KIT SEAL GRUNDFOS CR15-1/3/5 96455087	172.85	USD
20036466	1	KIT GASKET GRUNDFOS CR15-1/3/5 96455091	57.88	USD
20036468	1	CLEVIS DISCHARGE CYLINDER PARKER BDC-10	121.75	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20036474	1	CABLE VALVE 24V 276904	21.74	USD
20036505	7	BREATHER 8X-4575	81.13	USD
20036510	7	FILTER CASE DRAIN 144-0832	211.44	USD
20036513	10	FILTER HYDRAULIC 4I-3948	235.55	USD
20036515	12	FILTER SEPERATOR FUEL/WATER 326-1642	203.07	USD
20036520	8	FILTER 328-3655	337.33	USD
20036522	10	O-RING 103-8236	38.15	USD
20036523	3	O-RING 130-0229	62.53	USD
20036524	7	FILTER HYDRAULIC 1G-8878	217.29	USD
20036533	12	O-RING 6F-4855	12.59	USD
20036535	8	O-RING 8T-6444	50.47	USD
20036536	5	BREATHER 9C-4937	56.02	USD
20036567	50	KIT SAMPLE A001566LAB	487.60	USD
20036578	1	FILTER FUEL 438-5385	25.14	USD
20036581	2	WRENCH DECK PIT VIPER 6-5/8"	0.02	USD
20036582	3	WRENCH DECK PIT VIPER 7"	1,427.47	USD
20036593	4	FILTER AIR 123-6855	214.01	USD
20036594	6	FILTER AIR 123-6856	209.30	USD
20036595	3	FILTER CAB 9X-8216	71.01	USD
20036596	2	FILTER AIR PRIMARY 246-5009	127.62	USD
20036597	4	FILTER AIR SECONDARY 246-5010	149.40	USD
20036598	2	FILTER CAB 107-0266	30.11	USD
20036599	4	FILTER CAB 149-1912	79.58	USD
20036609	1	BELT ALTERNATOR VERSATILE 86038642	27.57	USD
20036610	1	BELT FAN/WATER VERSATILE 86033867	44.64	USD
20036689	8	FILTER CAB AIR 209-8217	140.74	USD
20036701	4	FILTER AIR 106-3973	159.37	USD
20036702	4	FILTER AIR 132-7168	253.40	USD
20036703	6	FILTER CAB AIR 231-0167	82.17	USD
20036704	6	FILTER AIR 6I-2505	286.05	USD
20036705	4	FILTER AIR 6I-2506	144.22	USD
20036735	2	FILTER AIR 267-3005	113.10	USD
20036736	2	FILTER CAB AIR 119-3355	41.55	USD
20036745	2	FILTER AIR 245-3818	89.95	USD
20036746	2	FILTER AIR 245-3819	48.70	USD
20036747	6	FILTER CAB AIR 211-2660	95.91	USD
20036748	10	FILTER HYDRAULIC 1R-0741	81.92	USD
20036763	4	FILTER CAB AIR 238-0479	105.91	USD
20036925	3	FILTER CAB AIR 7T-1890	66.44	USD
20036955	1	REDUCER FALK 5307J14A	4,853.15	USD
20036975	8	BULB LED 79294	52.97	USD
20037007	2	BEARING BABBIT GENERATOR PEDESTAL 37/47	0.02	USD
20037084	2	BELT ALTERNATOR KLEEMAN CRUSHER C62	24.17	USD
20037114	1	HOSE AIR 600PSI 2"X24'	292.36	USD
20037115	1	HOSE AIR 600PSI 2"X22'-6"	274.08	USD
20037116	1	HOSE AIR 600PSI 4"X32"	102.35	USD
20037117	2	HOSE AIR 600PSI 2"X40'	974.52	USD
20037118	1	HOSE AIR 600PSI 2-1/2"X32'	303.02	USD
20037119	1	HOSE AIR 600PSI 3"X32'	0.01	USD
20037120	1	SUB TOP 6-1/4"X29" 204-1702	822.00	USD
20037138	2	PINION 32MM SAMPLER MOTOR R/S/K/F77-167	352.37	USD
20037155	1	MOTOR 15HP 254TCZ 85600H24 GRUNDFOS	1,455.45	USD
20037156	10	STUD PROPEL DG70 1-1/4" FINE X 18"	1,272.00	USD
20037157	10	STUD PROPEL DG70 1-1/4" FINE X 19"	1,272.00	USD
20037191	6	FILTER FUEL JD PUMP ENGINE RE541922	177.06	USD
20037193	1	CALIPER RR SE5625A MA3110 MA5995	105.99	USD
20037194	1	CALIPER LR SE5626A MA3110 MA5995	105.99	USD
20037195	1	MOTOR VIBRATOR KLEEMAN M20000931	2,753.50	USD
20037248	1	HOSE AIR 600PSI 2-1/2"X105"	156.84	USD
20037249	1	HUB STRAIGHT BORE DG70	2,332.00	USD
20037255	2	CYLINDER BED HOIST HD465 707-09-00041	17,828.38	USD
20037261	2	FILTER CAB AIR 346-8243	28.83	USD
20037267	1	ALTERNATOR 177-9953 90-29-5649	534.85	USD
20037283	1	ALTERNATOR RKD90A01 400-50025	716.39	USD
20037286	1	VALVE DEZURIK AIR OP 18"	5,024.40	USD
20037296	4	GASKET STARTER 7N-6494	18.87	USD
20037311	3	COMPRESSOR AC W/CLUTCH 967226	874.05	USD
20037312	1	COMPRESSOR AC W/CLUTCH 967275	414.48	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20037313	2	COMPRESSOR AC W/CLUTCH 967247	497.14	USD
20037314	2	DRYER AC 936125	63.49	USD
20037318	2	KIT STACK GRUNDFOS CR10-14 96508414	2,314.04	USD
20037330	3	COMPRESSOR AC W/CLUTCH 967272	812.94	USD
20037331	2	DRYER AC 936068	110.29	USD
20037346	6	BOLT MASTER PAD D11 360-2472	115.50	USD
20037347	6	BOLT MASTER PAD D11 360-2473	96.30	USD
20037348	1	MOTOR 1/2HP 56C IDNM3538 INVERTER DUTY	340.00	USD
20037373	1	ALTERNATOR 3400698 90-01-4323 400-12273	233.71	USD
20037379	1	ALTERNATOR 400-52201 226-7683 10R-9095	240.53	USD
20037402	1	SUB BOTTOM 6-1/4"X35-1/2" FOR 6-3/4" BIT	1,350.00	USD
20037406	3	CARTRIDGE 279242 SOLENOID VALVE 279225	1,410.33	USD
20037413	1	STARTER ROCK DRILL 91-01-4159 207-1556	424.15	USD
20037418	2	CAP ROLLER 3 BOLT D11 306-9455	108.71	USD
20037419	6	PIN SPRING ROLLER CAP 1T-0068	8.46	USD
20037420	9	BOLT ROLLER CAP D11 9W-7269	60.38	USD
20037423	2	CAP ROLLER 3 BOLT D11 306-9457	108.71	USD
20037424	1	ALTERNATOR 400-52232 272-1889 20R-0053	723.34	USD
20037428	1	CYLINDER STEER 16M GRADER 267-3863	2,972.76	USD
20000276	529	CABLE HIGH VOLTAGE 350MCM MP 427STR FLEX	16,377.84	USD
20000299	1	PUMP WATER	129.31	USD
20000300	1	PUMP WATER	581.94	USD
20000315	1	RELAY MAIN AUXILIARY (REESE CUP) NEW STY	171.50	USD
20000316	2	SNUBBER	108.31	USD
20000318	1	RELAY 9 VOLT	147.84	USD
20000319	2	RELAY EMERGENCY STOP ORANGE TU (REESE CU	458.13	USD
20000320	2	BLOCK BUMPER	-	USD
20000323	1	PUMP TRANSMISSION	3,978.18	USD
20000330	1	RELAY OVERLOAD	-	USD
20000335	1	ALARM BACKUP	37.22	USD
20000441	2	PIN TOP ARTICULATING JACK	656.88	USD
20000443	2	PIN BATTERY CYLINDER	1,552.37	USD
20000444	4	PIN BATTERY LIFT	765.71	USD
20000445	1	PIN LOCK CYLINDER	44.83	USD
20000446	1	PIN LOCK CYLINDER	69.67	USD
20000448	4	PIN VERT ARTICULATION goes in frame not	-	USD
20000449	1	NUT HEAVY HEX-SLOTTED	75.74	USD
20000450	2	WASHER FLAT	5.70	USD
20000451	2	WASHER ALUM BRONZE	65.50	USD
20000452	2	CABLE THERMISTER	176.55	USD
20000455	1	HOLDER ACC MAGNETIC	275.60	USD
20000459	2	PIN BOTTOM ARTICULATING JACK	386.82	USD
20000464	5	ADAPTER FITTING BSPP-JIC	594.70	USD
20000465	3	ADAPTER HYDRAULIC	374.93	USD
20000466	1	PLATE ADAPTER WHEEL	3,140.20	USD
20000474	3	GROMMET 2/.83, 1.725	70.41	USD
20000476	2	ASSY QUICK DISCONNECT	1,839.90	USD
20000498	16	FILTER ELEMENT	903.67	USD
20000501	2	FUSE AJT-150 SHAWMUT	35.28	USD
20000502	1	SWITCH LIMIT	43.24	USD
20000503	1	GONG MAGNETIC PLATE	63.65	USD
20000508	1	BREAKER 98-006015 W SHUNT TRIP	1,905.94	USD
20000508	1	BREAKER 98-006015 W SHUNT TRIP	1,905.94	USD
20000509	3	ACCELERATOR NEW ONLY	1,897.92	USD
20000510	1	CABLE RESET	404.11	USD
20000511	5	BOOT PUSHBUTTON	107.43	USD
20000512	17	BOOT PUSHBUTTON	495.11	USD
20000513	7	PUSHBUTTON	514.20	USD
20000514	7	PUSHBUTTON	1,240.49	USD
20000515	10	RELAY 128V DC	255.18	USD
20000518	2	WASHER	2.68	USD
20000525	2	KEEPER	1.82	USD
20000527	9	INDICATOR FLOW AUTO W/S	-	USD
20000532	1	ASSY STEERING REMOTE	483.58	USD
20000533	2	VALVE SOLENOID	2,775.64	USD
20000534	4	ADAPTER BAR HANDLE	127.64	USD
20000535	1	CYBERSTICK	1,915.37	USD
20000536	4	PIN SWIVEL	897.69	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20000537	2	NUT RETAINER	261.71	USD
20000538	1	PLATE SPACER	75.41	USD
20000539	2	RETAINER BEARING	432.08	USD
20000540	2	BEARING	503.09	USD
20000545	2	PIN SPRING	2.14	USD
20000546	20	CAPSCREW (902190-0075)	15.20	USD
20000547	2	BUSHING BRONZE	38.82	USD
20000558	1	RING WASHER	372.09	USD
20000559	1	CONVERTER LIGHT POWER - 12V	617.43	USD
20000564	2	PIN CHANGE ARM	1,496.60	USD
20000600	1	VALVE MAIN RELIEF	186.84	USD
20000603	1	PINION TRAM MOTOR	413.58	USD
20000606	2	VALVE CONTER BALANCE	493.49	USD
20000609	1	CORD IGBT DRIVER LONG	1,207.08	USD
20000617	2	DISCONNECT QUICK 98-000592	348.75	USD
20000618	1	SWITCH SELECTER 98-680542870	226.19	USD
20000679	4	TEE	-	USD
20001063	2	SPRING	50.88	USD
20001067	1	NUT STEERING PIN	6.51	USD
20001068	1	PIN EJECTOR	241.07	USD
20001070	2	PIN BOTTOM BUCKET	383.08	USD
20001072	1	PIN EJECTOR CYLINDER	141.33	USD
20001076	1	CYLINDER EJECTOR	2,941.50	USD
20001080	1	ACCUMULATOR	416.35	USD
20001081	1	VALVE CHARGE	472.26	USD
20001082	1	SOLENOID BRAKE	1,088.27	USD
20001083	1	CONVERTER AC/DC	116.64	USD
20001084	1	SWITCH TAPE	352.73	USD
20001085	1	RELAY I.S.R.	657.20	USD
20001086	1	DIODE L.E.D. RED	15.15	USD
20001087	2	SWITCH LIGHT	181.26	USD
20001088	2	SWITCH MASTER	362.14	USD
20001089	1	ASSY GLAND PACKING	157.73	USD
20001090	8	CABLE BATTERY	166.55	USD
20001093	2	STRAP	5.19	USD
20001094	16	BOLT	20.86	USD
20001099	1	KNOB PTO CONTROL	477.29	USD
20001116	2	FILTER HYD	47.04	USD
20001123	3	FILTER CARTIDGE	158.56	USD
20001125	1	SPACER PIN	41.05	USD
20001126	2	BREAKER MAIN W/UVR	3,748.28	USD
20001127	2	BEARING CENTER SECTION	428.44	USD
20001128	2	PIN CENTER SECTION	693.81	USD
20001129	2	SPACER CENTER SECTION	108.12	USD
20001130	1	NUT CENTER SECTION	68.30	USD
20001133	1	GLAND PACKING (215000)	367.45	USD
20001134	2	O-RING (232085)	3.18	USD
20001135	1	NUT PACKING (235175)	149.67	USD
20001136	1	CLAMP PACKING GLAND (222671)	216.00	USD
20001155	1	CABLE BREAKER RESET	342.30	USD
20001163	1	LINK PEDAL	-	USD
20001180	7	LOCK BATTERY PLUG	858.23	USD
20001208	1	CONTACTOR 2 POLE	760.02	USD
20001222	1	BREAKER, W/AUX. & 128V SHUNT	1,887.44	USD
20001227	3	BEARING	1,332.27	USD
20001228	2	BEARING	544.72	USD
20001229	1	RING SEALING	69.60	USD
20001231	1	STRAINER	28.75	USD
20001232	1	SUPPLY POWER LIGHTS	773.80	USD
20001234	2	SWITCH FOOT (A800281)	1,346.20	USD
20001234	1	SWITCH FOOT (A800281)	295.90	USD
20001236	6	CONTACT	136.74	USD
20001237	6	CONTACT	187.62	USD
20001238	1	PIN EJECTOR CYLINDER	14.84	USD
20001239	2	SWITCH MASTER	339.20	USD
20001240	2	FILTER	38.52	USD
20001249	4	FUSE PANEL GOULD	174.36	USD
20001251	1	DIODE SCR	251.22	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
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Material #	Total Stock	Description	Total Value	Crcy
20001254	2	PLUG A4 GROMMET FOR 2/0 CABLE	381.60	USD
20001257	3	FILTER	36.36	USD
20001265	1	CONVERTER LIGHT	993.22	USD
20001301	2	FILTER ELEMENT HYDRAULIC	76.83	USD
20001315	1	RESISTER	123.26	USD
20001338	3	BELT V	-	USD
20001339	3	BELT V	-	USD
20001340	3	BELT V	306.15	USD
20001341	2	BELT V	-	USD
20001343	5	BELT V	101.30	USD
20001344	3	BELT V	90.00	USD
20001346	4	BELT V	51.81	USD
20001349	1	BELT V	-	USD
20001351	2	BELT V	-	USD
20001352	2	BELT V POWER BAND BIG RUN FAN	1,890.64	USD
20001362	2	HYDROMETER COMPLETE WITH PLAST	118.72	USD
20001367	11	HINGE WELD MOUNT	-	USD
20001374	1	OVERLOAD	9.69	USD
20001386	2	FILTER ELEMENT	203.27	USD
20001387	1	VALVE	39.01	USD
20001399	3	ORING	2.61	USD
20001400	3	RING BACK UP	9.11	USD
20001403	4	TUBE EXTENTION PRE-CLEANER 14"	489.42	USD
20001406	1	SPACER	24.42	USD
20001412	4	ORING	5.56	USD
20001413	11	BULB/LAMP NEW STYLE	163.24	USD
20001414	1	BULB LAMP KIT BALLAST CONVERSION	122.43	USD
20001416	3	BALLAST	325.57	USD
20001423	2	VALVE CHECK	106.87	USD
20001427	2	SKIRT DUST	336.72	USD
20001429	3	SPACER	35.33	USD
20001433	4	CHUCK - 7-1/2"	467.53	USD
20001468	1	VALVE DIVERSION	309.31	USD
20001469	1	JOY STICK	309.05	USD
20001476	6	CLAMP	68.30	USD
20001477	2	CLAMP	6.96	USD
20001486	1	GUARD LIGHT SINGLE 3/4" HD	388.63	USD
20001494	2	BEARING FLANGE 2-15/16""	649.52	USD
20001495	2	BLOCK CONTACT	59.94	USD
20001500	2	KIT BRAKE SEAL	158.78	USD
20001507	2	UNIT CONTROL	877.72	USD
20001514	1	SWITCH LIGHT	926.63	USD
20001516	1	COUPLING HALF, LOVEJOY	104.68	USD
20001518	4	NUT	234.10	USD
20001521	10500	BOLT REBAR N6-3/4"X60" BEND	25,620.00	USD
20001523	1	CONNECTOR TEE	85.85	USD
20001525	1	CONNECTOR TEE START CIRCUIT	85.85	USD
20001544	1	LINK ROLLER	71.97	USD
20001545	6	LINK CONNECTING	464.93	USD
20001546	4	LINK FLIGHT	297.69	USD
20001565	2	BREAKER CIRC 250A SERIES C TRI	1,031.74	USD
20001569	1	PLATE SHUNT MOUNT	15.58	USD
20001585	3	PLUG FUSIBLE 180 DEG	361.09	USD
20001587	1	MOTOR AC 100HP 404TS ODP 230/4	5,562.94	USD
20001590	1	KIT CUSHION	715.50	USD
20001611	1	LAMP	13.19	USD
20001612	1	SWITCH PRESSURE OIL	71.96	USD
20001613	3	LENS	28.23	USD
20001614	3	LAMP	11.37	USD
20001616	2	SWITCH MASTER	327.02	USD
20001617	2	LAMP	-	USD
20001642	120	ROLLER RETURN 48" X 5" DIA.	6,750.00	USD
20001682	3	CONTACT ASSY NUT MALE PHASE	38.68	USD
20001684	2	CONTACT ASSY PHASE	120.00	USD
20001685	1	BREAKER CIRC 400AMP 600V 800 T	2,672.00	USD
20001795	2	BEARING	1,254.74	USD
20001847	1	FILTER INLET HOOD AIR	31.47	USD
20001880	2	REDUCER NEPTUNE 9.30:1	31,004.80	USD

Armstrong Energy, Inc.
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Material #	Total Stock	Description	Total Value	Crcy
20001890	3	BEARING ACCEL LINK	-	USD
20001891	2	PLATE ACCEL LINK	-	USD
20001892	1	PUMP MANUAL BRAKE	793.41	USD
20001919	2	PAD CAT	529.11	USD
20001956	1	SUPPLY POWER	468.92	USD
20001964	20	PIN CAT PAD	370.80	USD
20001992	3	FITTING GREASE SWIVEL	175.62	USD
20001993	7	PIN SHEAR 1 1/4 X 4	95.90	USD
20002182	2	BOARD PRINTED CIRCUIT	294.08	USD
20002183	2	BOARD BENSHAW DISPLAY	-	USD
20002185	230	ROLLER 42"X4" BOTTOM RETURN	10,992.23	USD
20002201	1	SPACER THRUST BEARING	245.05	USD
20002202	1	SLEEVE THRUST BEARING	1,222.42	USD
20002209	1	BEARING THRUST	1,606.25	USD
20002219	2	SOLENOID	182.51	USD
20002221	1	ASSY HUB	1,474.61	USD
20002222	1	GAUGE PRESSURE	33.85	USD
20002224	2	SWITCH FLOAT W/60` CABLE	731.40	USD
20002228	1	CABLE CONTROL STEERING	87.13	USD
20002241	1	CABLE RESET	197.94	USD
20002567	4	BUSHING STEERING PIN	178.54	USD
20002568	4	PIN STEERING	705.16	USD
20002569	4	WASHER STEERING PIN	60.55	USD
20002667	2	SENSOR PROXIMITY	228.24	USD
20002693	4011	BELT CONVEYOR MINEFLEX D15 1/4X1/8 MSHA	354,270.38	USD
20002707	3020	BELT CONVEYOR 60" 4X1000 PIW 3/16X3X32	155,530.00	USD
20002714	4	BOLT LONG - SLOPE DRIVE	-	USD
20002720	4	WASHER PILOT - SLOPE DRIVE	-	USD
20002721	8	NUT LOCK - SLOPE DRIVE	-	USD
20002722	4	WASHER THICK BEVEL -SLOPE DRIVE	-	USD
20002723	4	BOLT SHORT - SLOPE DRIVE	-	USD
20002725	1	PACK DISK - SLOPE DRIVE	-	USD
20002763	2	KIT BOLT	114.48	USD
20002781	5	DIODE END OF LINE	0.30	USD
20002949	300	BOLT CABLE .6 X 12` GALVANIZED	5,217.00	USD
20002987	2	UNIT TRIP 3P 400A 350-700 RANG	-	USD
20002988	2	BEARING 2" 2BOLT FLANGE (P126X26)	391.52	USD
20002990	3	CARTRIDGE GAS AI01-30	212.16	USD
20002992	1	FINGER	38.69	USD
20002993	5	VALVE REDHAT (MCMMASTER# 2660K12)	671.54	USD
20002994	1	STRAINER	6.89	USD
20002995	1	VALVE SOLENOID 110V	720.15	USD
20002996	1	VALVE RED HAT 110V 1 1/2"	-	USD
20002997	2	RESISTOR	8.70	USD
20002999	1	CHARGER 36V W/MANUAL TIMER	337.08	USD
20003001	4	BOARD DIODE	141.96	USD
20003002	2	BREAKER CIRC AC 225 AMP 3 POL	3,897.96	USD
20003012	1	BREAKER CIRC AC 225A 3POLE	1,875.16	USD
20003013	1	SHAFT	226.41	USD
20003017	1	GAUGE	124.60	USD
20003018	1	HUB FLEX FAULK	323.30	USD
20003019	1	ALARM DIRT	67.74	USD
20003022	1	MOUNT TRANSMISSION	83.57	USD
20003023	1	SPACER	41.41	USD
20003028	1	CARD KEY PAD ASSY	503.50	USD
20003029	1	MOTOR AC 20HP 256T TEFC 240/48	1,000.00	USD
20003032	1	CAP ASSY FLANGE	121.90	USD
20003033	3	CAP DUST	7.03	USD
20003035	4	SEAL	4.56	USD
20003037	1	BREAKER CIRC 7A STYLE 6609C76G	326.63	USD
20003038	2	GAS CALIBRATION 2.5% METHANE 3	77.77	USD
20003088	1	SWITCH PRESSURE - SCUD	613.20	USD
20003116	3	SEAL OIL	10.11	USD
20003199	1	SUPPLY POWER 100W24-28V	259.67	USD
20003199	1	SUPPLY POWER 100W24-28V	272.50	USD
20003202	2	PLUG TJB MALE LINE	1,677.90	USD
20003212	2	PLUG LINE POWER	739.77	USD
20003215	2	SWITCH HIRC SPIDER2 AB 1783-US7T1F	1,724.74	USD

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 Schedule 2.2(b)(iv)
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Material #	Total Stock	Description	Total Value	Crcy
20003222	2	PLUG MALE	1,196.48	USD
20003257	1	PROCESSOR PLC MICROLOGICS 1000	428.61	USD
20003292	3	FUSE 125 AMP 12KV LINEPOWER	353.43	USD
20003340	1	BREAKER 800 AMP 5-25 UVR	3,779.30	USD
20003343	1	BREAKER 225 AMP 5-25 UVR 1000V	2,096.76	USD
20003345	2	RECEPTACLE 400 AMP	1,190.91	USD
20003408	1	BREAKER 250AMP 600V	788.11	USD
20003515	1	BREAKER	358.76	USD
20003568	4	MOUNT SHOCK	16.15	USD
20003650	4	GAS CALIB NO2-5PPM/CH4-2.5%/O2-19%	1,122.00	USD
20003803	3	PHONE V/A MINE EMERGENCY	1,125.00	USD
20003847	8	NOZZLE - FIRE	173.40	USD
20003857	2	GAS 3 CALIBRATION BOTTLE - RED	102.05	USD
20003907	2	GAS CALIBRATING 3 GAS M40	315.18	USD
20003908	2	GAS CALIBRATING 5P NO2/N2 59L	452.59	USD
20003915	20500	DISC PIZZA PAN ROOF	23,575.00	USD
20003975	3	SWITCH MANUAL START	53.43	USD
20003976	1	GONG WARNING WIO MAGNET	100.95	USD
20003986	1	GAS METHANE CALIBRATING 99%	54.80	USD
20003990	3	PULLER BIT SAFETY ENHANCED	349.96	USD
20003991	1	HOUSING GEAR SOCKET	231.08	USD
20003992	2	HOSE AIR VENT	24.84	USD
20003993	1	SWITCH SELECTOR 2 POSITION	24.07	USD
20003999	3	PULLER BIT 1" TOOL	358.62	USD
20004000	1	BREAKER CIRCUIT 800A 4000-8000	3,850.00	USD
20004005	1	BOARD LOGIC	550.00	USD
20004010	1	SWITCH INTERLOCK 6800 SERIES	41.53	USD
20004015	1	SWITCH FOOT IGBT	645.72	USD
20004015	1	SWITCH FOOT IGBT	710.30	USD
20004018	4	BOLT U REAR WINUT AND WASHER	85.73	USD
20004019	3	KNOB	26.55	USD
20004343	2	PUMP COOLING	835.04	USD
20004344	1	SWITCH TAPE	402.42	USD
20004368	7	FUSE 300A 600V CLASS J TIME DE FERRAZ SH	680.38	USD
20004375	3	GAS CALIBRATION IPPM AIR ZERO	114.35	USD
20004376	2	WHEEL CYLINDER	19.70	USD
20004551	1	RELAY	135.89	USD
20004552	6	SENSOR HEAT	77.34	USD
20004553	4	SENSOR HEAT POINT PYOTT BOONE	60.00	USD
20004554	1	SENSOR HEAT SPOT WALLACE RIDE (546656)	58.42	USD
20004561	1	INDICATOR AIR FILTER FLOW	32.98	USD
20004571	1	BEARING CARRIER	18.98	USD
20004576	1	COIL VOLT 480	143.10	USD
20004577	8	HUB BEARING FRONT	38.66	USD
20004578	1	CHARGER VOLT 72	567.10	USD
20004580	1	STARTER DUAL DOUBLE LUG 360A	2,544.28	USD
20004603	1	PUMP	-	USD
20004610	2	SPRING	190.94	USD
20004612	6	LAMP	77.52	USD
20004614	1	BEARING FLANGE HOLE 4 BOLT 2 7/16"	102.69	USD
20004615	1	PUMP STEERING POWER	243.51	USD
20004620	1	MOTOR AC 125HP 405T ODP 480V 1	4,808.56	USD
20004622	100	TOP FLIP BATTERY CAP YELLOW	354.25	USD
20004623	1	METER VOLT	22.78	USD
20004627	1	TRANSFORMER .5KVA	338.70	USD
20004628	2	TRANSFORMER CONTROL RATIO 400:	89.00	USD
20004649	20	PIN LYNCH	33.92	USD
20004651	2	SWITCH START	1,194.20	USD
20004654	12	O-RING 21323	-	USD
20004655	19	LATCH W/BOLT & NUT	238.92	USD
20004656	1	FIXTURE ASSEMBLY LIGHT	449.78	USD
20004657	3	HEADLIGHT HALOGEN MCI	879.27	USD
20004658	10	STUD	217.20	USD
20004659	10	NUT	103.20	USD
20004660	9	CAP	9.18	USD
20004661	1	SEAL	52.79	USD
20004662	1	CUP BEARING	16.96	USD
20004663	1	CUP BEARING	17.19	USD

Armstrong Energy, Inc.
 Schedule 2.2(b)(iv)
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Material #	Total Stock	Description	Total Value	Crcy
20004664	2	GLOBE AMBER	44.52	USD
20004665	1	CONE BEARING	24.69	USD
20004666	1	LINK TUBE	215.20	USD
20004667	2	FILTER HYDRAULIC	60.60	USD
20004668	1	RELAY IS SAFEPAC	606.59	USD
20004674	7	STUD	29.75	USD
20004675	4	SWITCH TAPE I'	686.88	USD
20004678	1	BLOWER	1,038.80	USD
20004683	2	CONNECTOR "T"	187.32	USD
20004684	3	LINK	50.15	USD
20004686	14	NUT	32.66	USD
20004689	1	FILTER ELEMENT FILTER	36.80	USD
20004693	1	KIT GASKET	78.75	USD
20004694	1	GASKET DOOR RH	40.06	USD
20004695	1	GASKET DOOR LH	42.56	USD
20004696	1	ROD PANTOGRAPH LEVELING DRILL	245.36	USD
20004698	7	RING SNAP	-	USD
20004699	1	HUB COUPLING 1-7/8" 1/2" KW	150.76	USD
20004700	1	PIN	47.91	USD
20004701	1	WASHER	21.28	USD
20004703	10	CAPSCREW	26.48	USD
20004704	8	CAPSCREW	44.40	USD
20004708	12	NUT SLOTTED	446.54	USD
20004709	1	CYCLONE EXTERNAL	231.10	USD
20004711	10	SPACER	128.05	USD
20004712	8	WASHER ATRS BEAM	14.52	USD
20004714	4	RING SNAP	10.10	USD
20004715	1	BEARING	46.10	USD
20004724	15	STUD WHEEL	190.67	USD
20004725	2	PIN EXTENSION CANOPY	99.13	USD
20004728	1	SHAFT	402.24	USD
20004759	2	ASSEMBLY BOOM ROLLER 36"	1,675.43	USD
20004760	2	BRACKET FOOT JACK	-	USD
20004775	15	NUT	37.38	USD
20004780	1	BUMPER DOCK	39.18	USD
20004781	4	BUSHING (2 HALVES = ONE)	86.66	USD
20004783	4	SHAFT	750.22	USD
20004784	4	CAP RETAINER	270.31	USD
20004786	1	BUSHING	114.11	USD
20004788	2	ELEMENT COUPLING (DOD015848 RAPTOR E20)	358.76	USD
20004789	4	SWITCH TAPE I' 2 WIRE	583.20	USD
20004790	2	EYE CABLE	107.60	USD
20004792	1	CAP FLINGER DUST	201.25	USD
20004794	1	BUSHING SHEAVE PINNER BLOWER	30.49	USD
20004795	1	SPROCKET	196.00	USD
20004796	1	BRAKE DISC TRAM SPROCKET	-	USD
20004797	1	SPROCKET	166.29	USD
20004798	4	BELT V (B39-40)	51.59	USD
20004799	2	KEEPER	20.10	USD
20004800	2	SPACER	33.04	USD
20004801	1	SWITCH START 46734	434.60	USD
20004802	1	SWITCH START PUSHBUTTON	434.60	USD
20004803	1	ASSEMBLY RELAY SLAVE W/MOUNT	-	USD
20004804	1	RETAINER KEEPER	20.57	USD
20004805	1	RING SNAP	5.92	USD
20004806	1	WASHER	14.46	USD
20004807	1	PIN	158.92	USD
20004808	4	SHAFT	421.76	USD
20004812	2	SWITCH START BOOT RUBBER (SEE NOTES)	29.52	USD
20004813	1	ASSEMBLY FLOAT HYD SWITCH	79.52	USD
20004816	1	ADAPTER BLOWER	34.76	USD
20004818	3	CAP RETAINER	128.25	USD
20004819	8	BEARING ALIGNING SELF	206.99	USD
20004820	4	BEARING	55.88	USD
20004821	2	BEARING ALIGNING SELF	72.36	USD
20004824	1	ASSEMBLY BLOWER	916.90	USD
20004825	1	BEARING	91.98	USD
20004828	3	BEARING	710.10	USD

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Material #	Total Stock	Description	Total Value	Crcy
20004829	2	BEARING WHEEL HUB	92.53	USD
20004831	1	BUMPER DOCK	37.73	USD
20004833	2	BUSHING OILITE	4.80	USD
20004834	1	CARTRIDGE CHECK TRAM W / CAP	106.77	USD
20004836	3	VALVE CAP	40.05	USD
20004838	1	FLINGER	220.08	USD
20004839	3	COUPLING	679.23	USD
20004840	2	FINGER INDEXING	47.41	USD
20004842	1	KEEPER	19.39	USD
20004843	2	HANDLE LINK W/COTTER	41.30	USD
20004846	2	TAPE MOUNT SWITCH	56.34	USD
20004847	2	STRIP MOUNT SWITCH	-	USD
20004848	2	NUT	21.06	USD
20004849	2	NUT INSERT NYLON	21.94	USD
20004850	2	NUT MACHINED	109.28	USD
20004851	3	NUTCASTLE 2-3/4"	170.76	USD
20004852	8	NUT MACHINED	123.97	USD
20004855	3	ASSEMBLY PIN ATRS BEAM	161.30	USD
20004857	1	PIN	120.50	USD
20004858	1	PIN	148.90	USD
20004859	1	PIN	26.28	USD
20004860	1	ASSEMBLY PIN	49.19	USD
20004863	1	PIN	52.87	USD
20004864	1	PIN	41.00	USD
20004865	2	PIN	31.80	USD
20004866	5	PIN CLEVIS	5.25	USD
20004867	2	PIN FOOT CYLINDER BOTTOM	39.64	USD
20004868	2	PIN CLEVIS	4.06	USD
20004869	6	ROLLER CARRIAGE PIN	48.84	USD
20004870	2	ASSEMBLY PLUG	53.64	USD
20004871	1	ASSEMBLY RELAY	1,027.30	USD
20004872	2	RETAINER	29.18	USD
20004874	6	RING SNAP	16.31	USD
20004876	1	RING BACK UP	7.76	USD
20004877	1	ASSEMBLY ROLLER	116.58	USD
20004878	2	ROLLER	122.18	USD
20004879	2	ROLLER	150.40	USD
20004881	2	SEAL OIL	115.58	USD
20004882	1	SHAFT SPLINED	428.72	USD
20004888	3	SPACER	390.09	USD
20004890	2	PIN SPRING INDEX	7.51	USD
20004893	1	SPROCKET SPLINED	116.78	USD
20004894	1	ASSEMBLY CHAIN TAKEUP LH	79.74	USD
20004895	1	ASSEMBLY CHAIN TAKEUP RH	79.74	USD
20004904	1	ASSEMBLY VALVE CHECK & RELIEF	325.00	USD
20004908	1	VALVE RELIEF	427.92	USD
20004910	1	VALVE PILOT RELIEF	205.09	USD
20004918	3	WASHER	13.26	USD
20004919	8	WASHER LOCK 3/4"	6.96	USD
20004920	1	PIN TOP	142.63	USD
20004922	3	SEAL KEEPER	39.99	USD
20004923	6	SEAL KEEPER	-	USD
20004926	2	PIN	12.00	USD
20004928	1	PUMP HYD	753.93	USD
20004929	2	BUSHING	18.06	USD
20004931	3	RING SNAP	4.96	USD
20004941	1	CYCLONE PARALLEL FLOW CASTING	222.11	USD
20004971	2	PIN DRILL FEED CYL	147.84	USD
20004972	14	C-CLIP RING SNAP	11.89	USD
20004983	8	PIN CLEVIS 1" LONG W/2 C-CLIP	8.81	USD
20004985	1	ARM SHORT RH	688.32	USD
20004986	1	ARM SHORT LH	688.32	USD
20004987	3	JOINT BALL	40.62	USD
20004988	1	PIN	164.95	USD
20004996	1	VALVE FAST FEED ON-OFF	267.10	USD
20005108	4	VACUUM GAUGE	343.90	USD
20005109	1	ELEMENT SWITCH	81.57	USD
20005112	2	CIRCUIT PANIC CABLE	167.69	USD

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Material #	Total Stock	Description	Total Value	Crcy
20005117	1	ASSEMBLY HEADLIGHT (MC i#7015-31678)	293.09	USD
20005118	2	CARTRIDGE	-	USD
20005143	7	FILTER	141.36	USD
20005147	4	SHIM CANOPY POST	16.16	USD
20005148	3	SHIM CANOPY POST	11.55	USD
20005151	1	CAP HUB 8346	116.88	USD
20005152	4	LINK	63.80	USD
20005153	4	CUP BEARING TIMKEN 6420	146.32	USD
20005154	6	CONE BEARING TIMKEN 6466	594.66	USD
20005155	8	FLET 22499	42.40	USD
20005156	2	WASHER 2072	21.03	USD
20005157	2	PIVOT PIN BOOM 46341	889.05	USD
20005161	2	CYLINDER FEED DRILL	2,786.34	USD
20005165	2	ARM SHORT RT. HAND 191003	2,128.71	USD
20005166	2	ARM SHORT LT. HAND 191005	2,037.46	USD
20005168	2	SPROCKET	280.46	USD
20005169	2	CAPSCREW	2.52	USD
20005210	1	HUB WHEEL 43816	1,154.63	USD
20005400	4	FILTER AIR	65.47	USD
20005401	4	FILTER	78.02	USD
20005402	3	FILTER	39.94	USD
20005460	4	FILTER AIR	45.96	USD
20005538	3	FILTER OIL	10.15	USD
20005539	2	FILTER FUEL	18.33	USD
20005612	1	PIN TAILGATE	-	USD
20005657	2	WASHER	2.52	USD
20005659	1	HOSE BRAKE	52.26	USD
20005660	1	ASSEMBLY AXLE LONG RH	810.26	USD
20005661	1	ASSEMBLY AXLE SHORT LH	797.48	USD
20005667	4	CONTACT STATIONARY	69.12	USD
20005669	5	CONTACT MOVABLE	134.25	USD
20005671	3	U BOLT	24.06	USD
20005672	1	CONE	19.04	USD
20005680	3	BOLT U	43.29	USD
20005682	1	ASSEMBLY CABLE	88.11	USD
20005683	2	SEAL	20.44	USD
20005685	1	ASSEMBLY SPRING & GUIDE	312.70	USD
20005687	4	BOLT LUG	8.44	USD
20005688	1	SWITCH SPEED	686.74	USD
20005717	8	WRENCH SPANNER	567.53	USD
20005719	3	SET SHOE BRAKE	109.56	USD
20005720	3	ASSEMBLY HEADLIGHT	76.62	USD
20005723	225	IDLER TOP 48" X 5" 35 DEG. LA	30,549.36	USD
20005727	24	MOTOR TRAM BRUSH	292.80	USD
20005731	140	IDLER TOP 42" 35 DEG. LA STY	17,499.72	USD
20005735	1	SWITCH DIRECTIONAL	168.43	USD
20005741	1	ACCELERATOR	332.25	USD
20005742	1	ARM CONTROL BRACKET	28.13	USD
20005743	4	ARM CONTROL BRACKET	99.68	USD
20005752	3	SHOCK (NAPA 94005)	63.97	USD
20005753	1	SWITCH	46.92	USD
20005756	2	ASSEMBLY PEDAL	843.34	USD
20005777	2	FILTER AIR OUTER (P182064)	44.91	USD
20005778	2	FILTER AIR INNER	26.92	USD
20005779	1	FILTER OIL	8.87	USD
20005780	2	FILTER FUEL	29.16	USD
20005783	2	FILTER ELEMENT TRANSMISSION	71.70	USD
20005785	2	SET GASKET FILTER FUEL	83.64	USD
20005786	2	FILTER ELEMENT HYDRAULIC (P174610)	15.59	USD
20005788	1	BELT FAN	98.70	USD
20005792	2	SOLENOID ST99	131.69	USD
20005793	1	STARTER - GETMAN (NAPA 91-15-7139)	370.17	USD
20005794	2	SOLENOID BRAKE	138.02	USD
20005798	1	SOLENOID SHUT DOWN	698.08	USD
20005799	2	PIN JACK STEERING	241.32	USD
20005800	1	BUTTON HORN	10.50	USD
20005801	1	SWITCH IGNITION	45.69	USD
20005802	1	SWITCH LIGHT	11.45	USD

Armstrong Energy, Inc.
 Schedule 2.2(b)(iv)
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Material #	Total Stock	Description	Total Value	Crcy
20005803	1	BREAKER CIRCUIT 50 AMP	50.94	USD
20005804	5	BREAKER CIRCUIT AMP 20	139.65	USD
20005805	1	SWITCH BRAKE PARK	236.04	USD
20005806	1	SWITCH BRAKE PARK	117.78	USD
20005807	2	BREAKER CIRCUIT AMP 10 AMP	95.06	USD
20005808	3	BREAKER CIRCUIT AMP 30	142.74	USD
20005809	1	SUPPLY POWER	185.60	USD
20005810	1	JOINT U	135.07	USD
20005811	1	JOINT U	199.14	USD
20005812	1	JOINT U	190.96	USD
20005813	1	JOINT U	145.11	USD
20005814	1	PEDAL ACTUATOR	224.16	USD
20005815	1	SLAVE CYLINDER	152.25	USD
20005816	2	SWITCH SHIFTER	999.22	USD
20005817	1	SWITCH SHIFTER	285.60	USD
20005819	1	SWITCH BRAKE PARK PRESSURE	106.69	USD
20005839	5	BREAKER FEEDER BIT AM944DB	150.65	USD
20005840	46	RETAINER RING 5160-193	40.48	USD
20005874	3108	BELT CONVEYOR 42"3/500 3/16" X 1/16"	87,801.00	USD
20005875	1020	BELT CONVEYOR 48" FAR	37,039.39	USD
20005911	1	GLAND ASSEMBLY	185.29	USD
20005971	2	PLUG BATTERY	323.30	USD
20005974	1	ROD TIE	132.61	USD
20005975	1	COUPLER MALE	1,164.20	USD
20005976	1	COUPLER FEMALE	1,043.04	USD
20005986	1	HANDLE BREAKER	25.44	USD
20005990	2	RELAY 8PIN 120 VOLT	90.60	USD
20005991	1	BEARING BLOCK PILLOW 3-7/16"	1,029.30	USD
20005992	2	RECEPTACLE	328.60	USD
20005993	1	BREAKER 2 POLE 400AMP W/120VDC	2,352.14	USD
20006052	1	MOTOR TRAM 10D W / ADAPTER AND ORING	534.00	USD
20006063	20	STUD WHEEL	80.79	USD
20006069	2	KIT BEARING	30.24	USD
20006070	4	FUSE AMP 175	686.92	USD
20006071	6	FUSE	6.30	USD
20006072	2	HEADLIGHT	705.29	USD
20006073	4	SPRING	27.59	USD
20006074	1	CABLE BRAKE	51.31	USD
20006075	1	CALIPER BRAKE	104.37	USD
20006076	2	SPRING	8.04	USD
20006078	2	KIT BEARING AXLE	69.73	USD
20006079	1	BOX POT	6.66	USD
20006080	3	LAMP	17.17	USD
20006081	2	FUSE AMP 175 (ACK 175 MERSEN)	29.19	USD
20006082	2	SWITCH	130.50	USD
20006084	2	ASSEMBLY HUB	104.73	USD
20006089	14	NUT LUG	11.77	USD
20006090	10	STUD	53.51	USD
20006098	2	HUB TORQUE	1,812.12	USD
20006102	3	GONG 4"	65.19	USD
20006105	2	NUT HEX	5.51	USD
20006107	4	HEADLIGHT	110.96	USD
20006108	2	FILTER SEPARATOR WATER MINI TRAC (3432)	59.02	USD
20006112	1	ASSEMBLY LIGHT HEAD	82.55	USD
20006122	1	SWITCH OIL TEMP	111.22	USD
20006123	2	END TIE ROD LH	64.87	USD
20006125	2	END TIE ROD RH	61.59	USD
20006126	2	INDICATOR SERVICE FILTER	211.89	USD
20006127	10	NUT LUG	22.79	USD
20006128	2	SWITCH KEY	275.52	USD
20006129	5	FUSE BLADE AMP 15 (ATO TYPE)	5.25	USD
20006131	6	FUSE BLADE AMP 40 (ATO TYPE)	2.82	USD
20006133	4	FUSE BLADE AMP 50 (MAXI TYPE)	8.15	USD
20006134	6	BREAKER AMP 15	45.14	USD
20006135	3	FUSE BLADE AMP 30 (W58-XB1A4A-30 ALLIED)	25.75	USD
20006136	3	BREAKER AMP 40	23.28	USD
20006137	5	FUSE AMP 125 TRS125R	221.55	USD
20006138	1	STARTER (91-15-7159)	203.37	USD

Armstrong Energy, Inc.
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Material #	Total Stock	Description	Total Value	Crcy
20006139	1	ALTERNATOR (90-20-3576)	250.14	USD
20006140	1	ASSEMBLY COIL	34.09	USD
20006141	1	CARTRIDGE	185.01	USD
20006142	2	LEVER CABLE THROTTLE	391.33	USD
20006143	1	CABLE P / P 70"	45.48	USD
20006144	1	CABLE THROTTLE 168"	64.50	USD
20006145	1	MOTOR TRACTION	911.42	USD
20006146	3	SOLENOID FUEL SHUT DOWN	1,647.81	USD
20006147	2	SWITCH DISCONNECT	101.65	USD
20006148	14	STUD WHEEL	108.19	USD
20006149	16	NUT WHEEL	51.66	USD
20006150	1	SWITCH KEY	76.32	USD
20006152	6	FUSE AMP 80	285.12	USD
20006153	1	POTENTIOMETER	32.49	USD
20006154	1	CABLE P / P 89"	54.58	USD
20006155	1	CABLE THROTTLE 144"	60.26	USD
20006156	1	SWITCH OVERHEAT	65.97	USD
20006157	2	SOLENOID ENGINE STOP	575.48	USD
20006158	1	SWITCH PRESSURE OIL	34.84	USD
20006159	1	END TIE ROD LH	42.86	USD
20006160	1	TUBE TIE ROD	40.18	USD
20006161	1	END TIE ROD RH	45.70	USD
20006162	1	TUBE TIE ROD	28.03	USD
20006169	1	ASSEMBLY SWITCH FOOT	90.56	USD
20006170	1	JOINT U	25.58	USD
20006172	1	MUFFLER	181.44	USD
20006174	1	WELDMENT MUFFLER (2 MAN)	26.87	USD
20006198	1	CONTROLLER	848.19	USD
20006206	1	ASSEMBLY PANEL LOFA	442.22	USD
20006207	2	BUTTON HORN & TRACTION	10.97	USD
20006208	2	COVER HORN & TRACTION	5.14	USD
20006210	1	SWITCH KILL BLACK	71.47	USD
20006212	2	SWITCH	124.17	USD
20006213	1	SWITCH KILL	14.38	USD
20006219	1	ASSEMBLY SWITCH FOOT COMPLETE (BUG431)	278.40	USD
20006226	4	FILTER OIL (NAPA 7085)(P550335)	10.54	USD
20006227	4	FILTER FUEL	26.86	USD
20006228	2	FILTER HYDRAULIC (NAPA 1495)	41.59	USD
20006229	2	FILL CAP	70.04	USD
20006230	2	FILL CAP	701.28	USD
20006231	1	ALTERNATOR	708.63	USD
20006233	3	ASSEMBLY HEADLIGHT	83.20	USD
20006234	6	LAMP HEADLIGHT	55.91	USD
20006235	4	FILTER AIR (NAPA 6294)	73.60	USD
20006236	1	BELT ALTERNATOR	30.52	USD
20006237	1	FILTER AIR	31.25	USD
20006238	1	FILTER OIL	5.54	USD
20006239	2	FILTER FUEL	7.86	USD
20006240	1	SEPERATOR WATER	37.56	USD
20006241	1	ALTENATER	671.50	USD
20006242	1	STARTER	833.31	USD
20006243	2	BELT FAN	13.02	USD
20006244	1	PLUG	152.38	USD
20006245	1	RECEPTICAL	249.10	USD
20006248	1	FILTER AIR BANTAM DUSTER	79.44	USD
20006249	1	SENSOR/ PRESSURE OIL	201.85	USD
20006250	1	KIT REPAIR TUBE AXLE	243.20	USD
20006252	2	INDICATOR BATTERY LEVEL	58.83	USD
20006253	2	COVER	-	USD
20006254	1	INDICATOR BATTERY LEVEL 48V	33.82	USD
20006255	3	SWITCH ACTION SNAP	76.87	USD
20006256	2	SWITCH HEADLIGHT	21.93	USD
20006257	1	SWITCH KILL RED	88.80	USD
20006260	4	WASHER	3.50	USD
20006263	1	ASSEMBLY BRAKE DISC	95.72	USD
20006267	3	SPRING	687.79	USD
20006268	2	SPINDLE	192.62	USD
20006275	14	NUT LUG	7.19	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
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Material #	Total Stock	Description	Total Value	Crcy
20006282	2	KIT CONTACT BLOCK	97.47	USD
20006284	4	SHUNT STRAP FINGER	28.52	USD
20006288	2	RETURN LINE FUEL	94.80	USD
20006289	1	BREAKER CIRC AC 500 - 2500V AMP ?	3,536.37	USD
20006291	1	TRIP UNIT TRIP 1500 - 3000 AMP 400	45.00	USD
20006296	10	PIN SPRING U80 BIT BLOCK	4.60	USD
20006303	1	LINK CENTER	164.14	USD
20006309	3	HANDLE JOYSTICK	83.90	USD
20006310	10	HANDLE COVER FLETCHER	46.45	USD
20006315	2	SHOCK REAR COIL WRAPPED	164.86	USD
20006316	4	BELT STEERING POWER C240	80.72	USD
20006317	2	BELT ALTERNATOR	41.66	USD
20006318	1	PUMP STEERING POWER	138.86	USD
20006319	1	ASSEMBLY ANCHOR	286.79	USD
20006320	1	MOTOR AC 125HP 405TS ODP 480V	4,434.79	USD
20006342	1	SERICE BRAKE	814.65	USD
20009109	1	DRIVESHAFT REAR	712.97	USD
20009111	2	JOINT U	47.72	USD
20010579	6	FILTER ELEMENT OIL HYDRAULIC NAPA 1819	149.82	USD
20010589	1	FILTER BREATHER	21.09	USD
20010597	2	FILTER FUEL	14.82	USD
20010602	1	STARTER LO-TRAC	203.37	USD
20010603	3	HORN (730-1054)	49.24	USD
20010604	1	ALTERNATER	226.57	USD
20010605	1	STRAINER	76.40	USD
20010607	1	ELEMENT (20057K99)	79.44	USD
20010608	1	COUPLING HALF 3/4"	46.92	USD
20010615	1	COUPLING HALF 1"	44.84	USD
20010624	1	CHAIN BANTUM DUSTER 40-2	22.63	USD
20010625	1	COVER CHAIN	61.03	USD
20010626	1	FILTER HEAD OIL	103.91	USD
20010816	3	BELT V	37.57	USD
20010817	1	FILTER AIR	4.01	USD
20010883	21	COLLAR LOCKING 1/4" W/SET SC	18.06	USD
20010885	1	BREATHER	117.01	USD
20010892	2	SEAL	21.03	USD
20010893	2	ASSEMBLY SHOCK & SPRING	172.10	USD
20010895	1	KNUCKLE STEERING LH	104.16	USD
20010899	1	NYLINER BEARING	2.51	USD
20010900	4	WASHER OILITE	18.16	USD
20010901	11	WASHER	11.22	USD
20010904	2	AIR SPRING MO489	501.16	USD
20010917	1	INSERT SPLINED THREAD PUMP MOTOR STAMLER	661.89	USD
20010926	1	AXLE REAR LH 20"	105.84	USD
20010927	2	BREAKER CIRCUIT AMP 600 1125-2250 TR	4,256.44	USD
20010942	1	LINK	-	USD
20010948	2	FILTER FUEL	15.30	USD
20010949	2	JOINT BALL	70.70	USD
20010958	1	FILTER AIR INNER DIESEL BOLTER	25.18	USD
20011466	16	STUD WHEEL	218.32	USD
20011467	16	NUT LUG	82.42	USD
20011468	14	WASHER FLAT	5.32	USD
20011530	12	NOZZLE SPRAY - 1/4" (100414969)	84.12	USD
20011550	3	KIT ADJUSTMENT SEAT	54.03	USD
20011561	9	CABLE BATTERY TO REMOTE 37"	1,277.50	USD
20011577	1	BREAKER CIRCUIT AMP 400 VOLT 1000 - 1500	4,638.16	USD
20011582	2	BREAKER CIRC AC 3 POLE AMP400 VOLTS 1000	7,714.10	USD
20011689	1	CONTACT	-	USD
20011743	2	ADAPTER SYL 3/8" MJIC"	7.90	USD
20011753	4	FILTER ELEMENT (NEW#4176173)	179.84	USD
20011755	2	MODULE SCR	990.04	USD
20011756	1	RESISTOR	93.30	USD
20011757	1	BANK CAPACITOR (244727)	1,343.02	USD
20011758	1	ASSEMBLY FORK SWITCH	29.44	USD
20011759	3	TEE	16.83	USD
20011760	2	PIN	267.36	USD
20011762	1	LUG CENTER SECTION STEER CYL	106.00	USD
20011763	2	AMMETER	122.02	USD

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Material #	Total Stock	Description	Total Value	Crcy
20011764	2	BEARING THRUST	259.02	USD
20011765	3	FILTER ELEMENT (NEW#223465)	110.67	USD
20011766	2	FILTER ELEMENT TRANSMISSION	74.35	USD
20011767	1	FILTER ELEMENT-PRE 30 MICRON RACOR	75.53	USD
20011768	4	FILTER ELEMENT FUEL FINAL (NAPA 3987)	8.91	USD
20011769	2	FILTER-OIL DEUTZ	48.01	USD
20011770	4	FILTER ELEMENT AZ5	125.55	USD
20011771	1	BELT ALTERNATOR BUCYRUS DIESEL SCOOP ***	45.18	USD
20011772	1	BELT WATER PUMP & FUEL PUMP DIESEL SCOOP	64.77	USD
20011773	1	ALTERNATOR CAT DIESEL SCOOP	-	USD
20011776	1	STARTER BUCYRUS DIESEL (NAPA#ISIS1254)	266.41	USD
20011779	2	BOX LOGIC	190.00	USD
20011780	1	FILTER ELEMENT	59.96	USD
20011781	2	FILTER ELEMENT	127.62	USD
20011783	1	BRAKE SERVICE	500.55	USD
20011784	2	BRAKE SERVICE	823.90	USD
20011786	1	ASSEMBLY BANK CAPACITOR	182.06	USD
20011787	2	MAGNET COIL	91.50	USD
20011788	1	COIL CURRENT LIMIT	35.85	USD
20011789	1	MODULE PROGRAM	115.99	USD
20011790	1	PANEL X90	2,267.75	USD
20011792	3	MODULE SCR	637.86	USD
20011793	1	CONTACTOR SGL POL 200A	371.00	USD
20011794	2	SWITCH FOOT (NEW PART# 236465)	-	USD
20011794	7	SWITCH FOOT (NEW PART# 236465)	847.68	USD
20011795	1	CYLINDER MASTER	172.78	USD
20011796	1	CYLINDER MASTER	318.98	USD
20011797	1	CYLINDER STEERING	1,667.15	USD
20011800	1	GLAND SHAFT	17.95	USD
20011801	8	LUG WHEEL	38.32	USD
20011804	1	ASSEMBLY PANEL SCR	1,076.63	USD
20011805	1	CYLINDER PIN STEERING	16.43	USD
20011808	3	ASSEMBLY PIN STEERING W/BUSHINGS	219.99	USD
20011813	1	SHAFT DRIVE SHORT	344.50	USD
20011814	2	ASSEMBLY DIODE	325.14	USD
20011815	1	COIL SUPPRESSOR (NEW #236335)	10.60	USD
20011816	2	SWITCH MASTER FWD REV OFF	334.90	USD
20011817	1	LOGIC	664.81	USD
20011818	1	ASSEMBLY TERMINAL POWER	118.28	USD
20011819	1	VOLTMETER	58.30	USD
20011820	1	CYLINDER STEERING PIN	95.54	USD
20011821	1	SWITCH LIGHT	196.10	USD
20011822	1	PUMP HYD 2-STAGE W/SPLINED SHA	1,055.93	USD
20011823	1	DEVICE LOCK PLUGS PTO	131.73	USD
20011824	1	INSERT SPLINED INSIDE W/THREAD	277.72	USD
20011826	1	BOX LOGIC	632.12	USD
20011828	114	WASHER FLAT 1/2" STAINLESS (98017A209)	35.85	USD
20011829	1	BEARING BLOCK PILLOW 1-3/4"	37.10	USD
20011830	1	CYLINDER BEARING STEERING	14.50	USD
20011831	1	BLOCK FUSE	10.60	USD
20011832	4	BOLT U W/NUT AND WASHER	21.13	USD
20011833	12	BRUSH CARBON	-	USD
20011835	8	BRUSH CARBON - TRAM MOTOR	116.00	USD
20011837	1	SEAT ADJUSTABLE LOW PROFILE	111.83	USD
20011838	1	BUSHING	15.59	USD
20011839	2	CAP	84.80	USD
20011841	1	DIODE PINK	37.21	USD
20011842	1	BRAKE DISC	114.48	USD
20011845	2	ASSEMBLY FINGER CONTACT	6.82	USD
20011847	2	KIT JOINT U	59.36	USD
20011848	1	JOINT U	-	USD
20011851	2	NUT RETAINING	80.56	USD
20011852	30	NUT	9.60	USD
20011854	1	NUT PACKING	76.25	USD
20011856	1	NUT	18.97	USD
20011857	1	PIN BUCKET LIFT	14.84	USD
20011858	2	PIN CYLINDER EJECTOR FRONT	29.38	USD
20011859	2	PIN BUCKET MOUNTING (4754390)	30.90	USD

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Material #	Total Stock	Description	Total Value	Crcy
20011860	1	PUMP HYD	325.00	USD
20011861	1	SWITCH SNAP	51.15	USD
20011865	1	RESISTOR	90.10	USD
20011867	1	SEAL	40.00	USD
20011868	1	RING RETAINER	56.83	USD
20011870	1	DRIVELINE 14.500	-	USD
20011871	1	SPACER	5.76	USD
20011873	2	ASSEMBLY SPRING EXTENSION BAR PANIC	5.30	USD
20011874	1	STRAINER	20.14	USD
20011878	6	BOLT LUG	24.54	USD
20011879	21	STUD	50.19	USD
20011880	1	FITTING	3.83	USD
20011881	1	SWITCH SELECTOR LIGHT	60.75	USD
20011884	1	SWITCH ACCELERATOR	75.60	USD
20011885	1	SWITCH KIT	63.60	USD
20011886	2	SWITCH MICRO LIMIT	131.67	USD
20011887	2	FITTING	21.00	USD
20011892	1	BREAKER CIRCUIT	1,805.21	USD
20011894	5	BRUSH CARBON - PUMP MOTOR	41.45	USD
20011895	1	ADAPTER HUB	344.05	USD
20011896	5	SPACER PIN CYLINDER STEERING	129.35	USD
20011898	1	TIMER	668.97	USD
20011900	2	KIT TRIP COMPLETE	333.84	USD
20011901	1	RING O	14.28	USD
20011903	1	BREAKER CIRCUIT AMP 400 VOLT 600	1,545.30	USD
20011907	17	WASHER FLAT 9/16"	9.35	USD
20011911	1	DRIVELINE REAR	-	USD
20011914	1	PUMP HYD SINGLE STAGE SPLINE	407.35	USD
20011915	11	WASHER LOCK	0.88	USD
20011916	1	BOARD SUPPRESSION	243.33	USD
20011917	1	WASHER LOCK	14.36	USD
20011918	32	WASHER	15.68	USD
20011919	1	CORD #18-2	68.65	USD
20011923	1	BUMPER RUBBER	56.00	USD
20011924	1	DIODE WHITE	36.97	USD
20011925	3	BRUSH MOTOR PUMP	41.88	USD
20011927	2	REDUCER	35.30	USD
20011928	2	SHEET INSULATING	41.42	USD
20011929	1	BOARD LOGIC MOTOR DUAL X90	541.00	USD
20011931	3	SHEET INSULATING	45.54	USD
20011932	2	FITTING	56.80	USD
20011933	1	INSERT PUMP SPLINE INSIDE W/KE	143.10	USD
20011934	1	KIT FASTENER	9.94	USD
20011936	69	WASHER LOCK STAINLESS STEEL 1/2"	39.88	USD
20011939	22	BOLT LUG M16 X 1.5 X 60-12.9	38.13	USD
20011940	1	RELAY 120/125 VDC	53.86	USD
20011945	2	CABLE BREAKER RESET A12116X1	338.24	USD
20011961	3	BOARD PC MOTOROLA RTO-11	622.44	USD
20011962	1	GEAR INPUT	421.86	USD
20011964	2	NUT INPUT TRAM MOTOR CAT CAR	56.77	USD
20011966	1	GAUGE VAC. 518486 (172892)	126.01	USD
20011969	1	GAUGE	65.89	USD
20012001	3	SWITCH MURPHY	165.64	USD
20012002	2	RADIATOR	628.88	USD
20012006	2	DONUT EXHAUST	6.10	USD
20012008	1	TRANSMISSION AND TORQUE CONVER	1,998.00	USD
20012011	3	SOLENOID STARTER 12V	69.62	USD
20012014	1	TUBE TIE ROD ADJUSTMENT	6.00	USD
20012016	2	ARM UPPER CONTROL RIGHT HAND C	233.18	USD
20012017	1	CABLE ACCELERATOR	62.60	USD
20012018	2	SOLENOID FUEL	189.18	USD
20012019	1	CYLINDER MASTER	48.92	USD
20012021	3	SPRING REAR LEAF	768.00	USD
20012022	1	CALIPER FRONT BRAKE RH	32.81	USD
20012024	1	END TIE ROD	37.02	USD
20012026	5	NUT CASTLE	-	USD
20012027	1	YOKE PARK BRAKE DISC	279.10	USD
20012030	2	SPRING COIL	184.70	USD

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Material #	Total Stock	Description	Total Value	Crcy
20012031	3	SWITCH PRE-HEAT	27.06	USD
20012032	1	CALIPER PARK BRAKE	499.50	USD
20012034	18	NUT LUG	45.00	USD
20012035	1	HOSE LOWER RADIATOR 14 MAN RID	17.47	USD
20012036	1	PUMP BRAKE PARKING	519.23	USD
20012037	4	LIGHT TAIL COMPLETE	70.52	USD
20012038	2	JOINT U	26.36	USD
20012039	3	FILTER KIT	181.95	USD
20012042	2	ALTERNATOR	191.08	USD
20012043	3	BEARING & RACE INNER FRONT	41.43	USD
20012044	1	BEARING & RACE OUTER FRONT	67.10	USD
20012045	1	JOINT BALL LOWER 3/4 TON	19.79	USD
20012046	1	END TIE ROD	14.37	USD
20012047	1	SEAL FRONT WHEEL (11899)	1.66	USD
20012048	3	SWITCH NEUTRAL SAFETY	1,588.11	USD
20012049	8	MAGNET	481.39	USD
20012050	1	CALIPER BRAKE LH	36.45	USD
20012051	2	KIT PAD BRAKE	23.22	USD
20012052	1	ARM LOWER CONTROL RIGHT HAND C	144.31	USD
20012054	1	ARM UPPER CONTROL LEFT HAND CO	121.68	USD
20012055	1	END TIE ROD	14.37	USD
20012056	1	ARM LOWER CONTROL LEFT HAND CO	133.55	USD
20012057	1	THERMOSTAT	2.10	USD
20012058	1	JOINT UPPER BALL 3/4 TON	16.96	USD
20012059	1	GAUGE PRESSURE OIL	24.12	USD
20012060	10	BOLT U	70.40	USD
20012062	1	ARM IDLER	18.91	USD
20012063	2	ARM PITMAN	45.56	USD
20012065	3	ASSEMBLY LIGHT TAIL	87.10	USD
20012066	2	BELT V	34.30	USD
20012067	1	SOLENOID FUEL SHUTDOWN	261.07	USD
20012068	1	CYLINDER MASTER	51.60	USD
20012070	1	SHOCK	58.12	USD
20012071	3	JOINT- U MIDDLE	47.73	USD
20012073	3	SWITCH MASTER	301.83	USD
20012074	1	METER HOUR	26.23	USD
20012075	1	MOUNT ENGINE 2040	4.44	USD
20012080	2	DIODE	4.12	USD
20012081	1	SWITCH PRESSURE 1C900RSP	87.99	USD
20012082	1	END TIE ROD	75.40	USD
20012085	4	CUSHION RUBBER	98.48	USD
20012086	2	CAP DUST	11.98	USD
20012094	2	SPRING	194.34	USD
20012099	1	SWITCH PRESSURE	99.46	USD
20012121	2	ASSEMBLY BLOCK & SLEEVE ROCK DRUM 12CM12	267.89	USD
20012124	49	SLEEVE	2,446.26	USD
20012129	4	SYSTEM BLOCK K30S (BLOCK/SLEEVE COMBO)	508.11	USD
20012131	1	RESISTOR HEADLIGHT	16.97	USD
20012134	1	PULLER BIT U70HP-PI	40.87	USD
20012136	2	PULLER BIT MINER U80	272.70	USD
20012180	3	SOCKET LAMP	10.23	USD
20012181	2	BLADE	-	USD
20012182	2	ROTOR	49.00	USD
20012185	2	HUB 2.50 BORE 5/8" X 5/16" KEY	1,002.30	USD
20012188	25	CAP BATTERY WATERMASTER	349.25	USD
20012190	4	CONNECT QUICK WATERMASTER MALE	51.96	USD
20012191	4	CONNECT QUICK WATERMASTER FEMALE	77.63	USD
20012196	4	BOARD PC W/FACE PLATE GM8000/4	3,491.60	USD
20012197	2	MONITOR CARD WITH FACEPLATE 3125HZ	1,745.80	USD
20012199	2	MONITOR W/2250HZ CARD FACEPLAT blue	1,731.40	USD
20012200	2	TRAP GM1004 ARC GULTON	1,345.39	USD
20012205	3	FILTER PHASE 3125HZ ORANGE	1,653.82	USD
20012206	2	FUSE BLOCK TRIPLE FRS TYPE	-	USD
20012207	2	TRANSFORMER CURRENT 125X20:5	366.74	USD
20012212	2	ELEMENT OMEGA E70	917.27	USD
20012213	3	HOLDER FUSE	174.98	USD
20012219	1	BRAKE MINI WHEEL	989.05	USD
20012227	1	REDUCER TAPER BORE	4,714.12	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20012228	1	MOTOR AC 200HP 447/9T TEFC 480	9,969.84	USD
20012229	2	SEAL OUTER	15.49	USD
20012231	1	CABLE 5 PIN FLETCHER	101.49	USD
20012234	1	ELEMENT	-	USD
20012235	4	SCR DISC 660A 1800V	402.04	USD
20012236	1	SCR DISC 880A 1800V	150.00	USD
20012237	1	BREAKER CIRCUIT AC 800A 1000V	3,493.15	USD
20012240	3	SPRING 5 LEAF	322.48	USD
20012241	9	BRUSH PUMP MOTOR	324.27	USD
20012250	4	LINK ROLLER	210.32	USD
20012265	1	SWITCH SPEED	132.85	USD
20012268	1	VALVE RELIEF	225.61	USD
20012269	12	STRAP BATTERY LID	663.84	USD
20012271	12	HOLDER BREAKER PICK	-	USD
20012272	1	MAN IFOLD	37.64	USD
20012273	1	CONVERTER 128-12V FOR 100 WATT	-	USD
20012276	2	SWITCH TRAM DIRECTIONAL	1,091.72	USD
20012277	4	GASKET	48.16	USD
20012278	2	CONTACT TIP STATIONARY	747.20	USD
20012279	1	CONTACTOR 300AMP	464.14	USD
20012280	2	CONTACT TIP MOVABLE	357.80	USD
20012282	1	FILTER	-	USD
20012283	15	LINK CHAIN CONNECTING	583.05	USD
20012284	4	PAD CAT	701.72	USD
20012285	21	PIN T HEAD 3/8"	28.51	USD
20012286	3	PIN	267.66	USD
20012287	1	PUMP HYD MAIN	2,200.00	USD
20012289	2	GONG MAGNET BASE	886.25	USD
20012290	3	RELEASE PUSHBUTTON BRAKE	338.25	USD
20012291	1	CABLE BREAKER RESET	349.34	USD
20012292	2	PIN EJECTOR	162.26	USD
20012293	10	SEAL O RING LOCK	3.10	USD
20012294	3	PIN HITCH	-	USD
20012295	1	CONTACTOR MAIN	786.60	USD
20012299	8	END YOKE	192.00	USD
20012300	49	PIN T HEAD 5/16"	21.07	USD
20012301	2	TOOL MOUNT	-	USD
20012302	8	LINK CONNECTING	595.13	USD
20012303	1	CAP FILL	-	USD
20012305	1	COIL HALL EFFECT	871.82	USD
20012306	1	BEARING 3-15/16" HEADSHAFT"	1,372.59	USD
20012312	5	PIN SHEAR	63.17	USD
20012313	8	PIN TEE HEAD	6.36	USD
20012314	2	LINK CONNECTING	152.58	USD
20012315	3	VALVE BRAKE SOLENOID	6,853.98	USD
20012325	4	PINION 98-000509	-	USD
20012326	22	PIN	42.24	USD
20012327	1	SPRING	24.93	USD
20012328	1	SWITCH PANIC 6"	319.86	USD
20012330	1	CAPACITOR REBUILD	929.10	USD
20012334	3	PIN	-	USD
20012338	2	SENSOR THERMISTER	211.54	USD
20012339	15	CONTACT STATIONARY	308.40	USD
20012342	1	SWITCH MASTER DIRECTIONAL	167.48	USD
20012343	1	ASSEMBLY CAP FILL	144.37	USD
20012344	12	SEAL O RING LOCK	5.16	USD
20012345	4	LINK CONNECTING FLIGHT	296.64	USD
20012347	2	ASSEMBLY ROLLER	284.28	USD
20012348	8	ORING	2.80	USD
20012354	12	CONTACT MOVABLE	352.04	USD
20012355	42	CAPSCREW HEX GR8 NC 7/8"X9X3-1/4"	46.20	USD
20012358	4	BAR HANDLE 98-004430	-	USD
20012365	50	BOLT LUG 3/4" X 2" ALLEN GR. 8 SHCS07510	39.00	USD
20012449	1	SWITCH PRESSURE	585.37	USD
20012452	1	PUMP SCUD PLC	709.70	USD
20012454	8	SCREEN STAINLESS	-	USD
20012458	1	BUSHING TAPER LOCK 2 7/8"	39.47	USD
20012462	1	BREAKER CIRC 600A 1000VAC 3P T	3,491.38	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20012463	2	PIN	887.10	USD
20012466	1	SWITCH FLOAT	48.76	USD
20012467	1	FILTER KIT	168.52	USD
20012468	1	BLOWER COMPLETE LH WITH 5/8"	2,071.52	USD
20012469	2	GAS CALIBRATION 50PPM CARBON M	227.10	USD
20012470	3	GAS CALIBRATION IPPM` AIR ZERO 20.9	297.43	USD
20012473	1	ASSEMBLY PI CABLE	180.58	USD
20012476	1	VALVE CONTROL	1,858.33	USD
20012478	1	COUPLING PUMP	901.72	USD
20012481	2	AXLE RIGHT	208.40	USD
20012482	1	HUB	131.44	USD
20012486	1	BEARING	42.37	USD
20012646	6	PLUG MILLER SINGLE PRONG	97.01	USD
20012647	7	RECEPTACLE MILLER SINGLE PRONG	112.93	USD
20012648	2	KEY	71.26	USD
20012649	2	VALVE CAP	59.30	USD
20015496	2	SENSOR ANALOG SLIP 452	592.43	USD
20015875	1	PAD ACTUATION PROTRACT DEVICE (436026)	122.35	USD
20017193	2	BATTERY 3.6V	202.72	USD
20018597	1	KNUCKLE STEERING R.H.	164.32	USD
20019387	20	STRAINER STAINLESS STEEL 50MES	171.51	USD
20019388	8	NOZZLE SPRAY	157.27	USD
20019389	39	TIP SPRAY	437.18	USD
20019390	8	NOZZLE SPRAY TIP BRASS	231.46	USD
20019392	239	NOZZLE MINER WHIRLJET NYLON	578.98	USD
20019397	1	FILTER	6.92	USD
20019398	13	NOZZLE SPRAY TIP BRASS	352.22	USD
20019400	11	FILTER ELEMENT 12/CASE	117.84	USD
20019517	1	GEARBOX POWER STEERING	428.00	USD
20019518	1	ALTERNATOR / GENERATOR	-	USD
20019520	3	PLUG FUSIBLE 140 DEG	342.58	USD
20019525	1	PULLER BIT U80JP	59.70	USD
20019528	1	KIT ORING	132.71	USD
20019530	11	CAPSCREW HEX HEAD 3/8" X 1-1/2"	3.30	USD
20019536	6	FILTER HYD SPIN-ON	32.01	USD
20019538	3	FILTER LUBE	17.31	USD
20019541	2	FILTER HYD	41.57	USD
20019545	52	FILTER	641.63	USD
20019546	2	FILTER HYD	28.58	USD
20019582	3	LAMP ASSEMBLY NON-PERMISSIBLE	243.36	USD
20019583	2	HANDLE BREAKER E2J	151.01	USD
20019584	2	SPROCKET SPECIAL HEADSHAFT	824.00	USD
20019585	1	RELAY	73.17	USD
20019586	1	BREAKER	1,603.66	USD
20019588	1	GAUGE TEMPERATURE	65.25	USD
20019589	1	BREAKER CIRCUIT AC 225AMP 3 POLE	2,227.86	USD
20019593	1	HOSE	127.61	USD
20019596	1	SWITCH PUSHBUTTON BRAKE RELEASE	129.34	USD
20019598	6	SLEEVE	133.98	USD
20019599	1	LINER	18.11	USD
20019600	1	CONTROL SCR	187.62	USD
20019601	1	CONNECTOR 12 POS	39.11	USD
20019625	2	ASSEMBLY BURSTING DISC	34.11	USD
20019631	5	BREAKER CIRCUIT 20AMP (EO308X20)	42.55	USD
20019632	5	NUT LUG RH REAR	6.20	USD
20019633	12	NUT LUG LH REAR	63.72	USD
20019641	8	COVER FUSE	196.21	USD
20019646	1	LENS ASSY. HEADLIGHT MCI (2013-35120-1)	140.98	USD
20019647	8	SHIM	76.59	USD
20019648	8	SHIM	42.32	USD
20019649	2	COVER TAILSHAFT ACCESS	-	USD
20019651	1	CONTROLLER	801.55	USD
20019652	1	TRANSFORMER .250 KVA 480V/120V	195.59	USD
20019658	2	LAMP 36V	12.83	USD
20019660	1	BREAKER CIRCUIT AC 225AMP 3 POLE	1,891.81	USD
20019662	8	SWITCH MAGNETIC LID	64.16	USD
20019665	2	SWITCH FORWARD & REVERSE	127.10	USD
20019671	2	SPRING LEAF REAR	82.72	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20019673	4	BOLT U	25.34	USD
20019695	7	STUD WHEEL	20.91	USD
20019700	1	KIT	275.00	USD
20019701	2	FILTER	30.20	USD
20019702	1	BREAKER CIRCUIT AMP 800 VOLT 1000 TRIP	5,885.33	USD
20019704	4	RELAY VOLT 24	110.52	USD
20019705	4	MODULE SCR	1,300.00	USD
20019706	2	HOLDER BRUSH TRAM MOTOR	431.26	USD
20019712	1	ASSEMBLY CABLE THROTTLE HAND	109.03	USD
20019714	2	AMMETER DC	176.62	USD
20019719	1	MOTOR HYD WITH 9/16" MOUNTING	639.55	USD
20019721	4	ASSY LAMP	153.91	USD
20019728	2	COIL LAMARCHE CHARGER 75D73251A	494.92	USD
20019738	3	CUP BEARING TAPERED	22.32	USD
20019739	2	CONE BEARING TAPERED	51.64	USD
20019740	2	CUP BEARING	11.20	USD
20019741	2	CONE BEARING	88.52	USD
20019742	1	BEARING FLANGE 1-15/16" 4 HOLE BASE	122.05	USD
20019743	1	BEARING 3-15/16 (22222EK/C3)	-	USD
20019744	4	BEARING	48.96	USD
20019749	3	TERMINAL	143.19	USD
20019751	3	BEARING FOR 4-15/16" PILLOW	1,560.33	USD
20019754	3	BOLT U	24.96	USD
20019755	1	BELT V BANDED	-	USD
20019756	1	HOUSING PILLOW BLOCK 4-15/16"	556.02	USD
20019757	1	HOUSING PILLOW BLOCK SPLIT 6-15/16"	1,722.53	USD
20019758	1	ASSEMBLY MOUNT TRUNNION RH SPROCKET	246.38	USD
20019771	2	STOP E	73.68	USD
20019774	3	ADAPTER BEARING 4-15/16"	406.09	USD
20019775	2	ADAPTER BEARING 6-15/16"	760.04	USD
20019776	2	RING STABILIZER 6-15/16"	140.70	USD
20019777	6	RING SEAL TRIPLE 4-15/16"	454.54	USD
20019778	6	RING SEAL TRIPLE 6-15/16"	761.58	USD
20019779	2	RING STABILIZER 4-15/16"	49.25	USD
20019781	2	BEARING TAPERED BORE 6-15/16"	3,008.58	USD
20019784	6500	PLATE GD 3 .205X8X8X1-3/8	7,799.99	USD
20019785	4	CONE BEARING	7.57	USD
20019787	3	BULB LAMP KIT 26W 120V	119.66	USD
20019788	10500	PLATE ROOF DONUT 9" X 9"	12,285.00	USD
20019790	4	CONE BEARING	34.16	USD
20019791	3	CUP BEARING	11.37	USD
20019796	1	BELT V BX112 COG V-BELT-115" N	-	USD
20019797	1	BUSHING SPLIT TAPER TYPE Q1 1	16.55	USD
20019801	1	SPROCKET -ANSI 680 BUS	-	USD
20019805	1	BEARING FLANGE PILOTED 2-1/2"	651.55	USD
20019807	3	BEARING FLANGE 1-15/16" TYPE	225.21	USD
20019808	2	BEARING PILLOW BLOCK 4-1/2"	2,277.10	USD
20019809	1	BEARING PILLOW BLOCK 2-15/16"	-	USD
20019810	2	BEARING PILLOW BLOCK 3-15/16"	1,509.44	USD
20019811	4	BEARING PILLOW BLOCK 3-7/16"	2,048.51	USD
20019813	1	ASSY FLANGE PX120 BUSHING 3020	343.42	USD
20019814	2	BEARING PILLOW BLOCK 3-7/16"	996.72	USD
20019815	2	BEARING PILLOW BLOCK 4-7/16"	2,371.88	USD
20019847	1	RELAY CONTROL 115V	-	USD
20019848	2	BEARING PILLOW BLOCK 3-15/16"	2,107.30	USD
20019852	2	BEARING PILLOW BLOCK 3-15/16"	1,919.94	USD
20019853	1	BEARING PILLOW BLOCK 1-15/16"	-	USD
20019854	2	BEARING PILLOW BLOCK 1 1/2"	-	USD
20019855	1	BEARING FLANGE 3-15/16"	-	USD
20019856	1	BEARING FLANGE 2-7/16"	-	USD
20019858	10	CHAIN ROLLER 180-3 ANSI COTTER	1,617.70	USD
20019859	10	CHAIN ROLLER 50H ANSI COTTERED	45.50	USD
20019860	10	CHAIN ROLLER 60H ANSI COTTERED	119.90	USD
20019861	10	CHAIN ROLLER 80H ANSI COTTERED	143.10	USD
20019862	10	CHAIN ROLLER 100H ANSI COTTERED	238.08	USD
20019863	10	CHAIN ROLLER 120H ANSI COTTERED	260.87	USD
20019864	10	CHAIN ROLLER 140H ANSI COTTERED	318.70	USD
20019865	10	CHAIN ROLLER 160H ANSI COTTERED	473.82	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20019866	10	CHAIN ROLLER 180H ANSI COTTERED	-	USD
20019867	10	CHAIN ROLLER 140-2 ANSI COTTERED	623.00	USD
20019868	20	CHAIN ROLLER 180-2 ANSI COTTERED	2,571.99	USD
20019872	2	FLEX HUB	1,110.35	USD
20019878	1	ASSEMBLY COVER & GRID	1,180.55	USD
20019879	1	REDUCER SPEED 200HP 9.291 RATI	8,338.77	USD
20019900	1	REDUCER SPEED 150HP 1750RPM INPUT RATIO	5,962.36	USD
20019905	2	SLEEVE EXPOSED BOLT	858.68	USD
20019906	2	ELEMENT FLEX ONLY	420.40	USD
20019908	2	SLEEVE EXPOSED BOLT	445.20	USD
20019909	1	HUB FLEX	482.30	USD
20019910	1	HUB FLEX FAULK	482.30	USD
20019911	1	REDUCER SPEED 60HP	4,849.18	USD
20019912	2	SET FASTENER 10 SET	169.60	USD
20019913	1	COUPLING HALF LOVEJOY	36.95	USD
20019914	2	SPIDER LOVEJOY	21.10	USD
20019915	1	SPIDER LOVEJOY	16.75	USD
20019916	1	COUPLING HALF LOVEJOY	16.71	USD
20019917	2	COUPLING HALF LOVEJOY	48.72	USD
20019919	2	HUB FLEX FAULK	666.09	USD
20019921	4	LINK ROLLER 40H ANSI CHAIN	-	USD
20019922	12	LINK ROLLER 50H ANSI CHAIN	-	USD
20019923	7	LINK ROLLER 60H ANSI CHAIN	-	USD
20019924	23	LINK ROLLER 80H ANSI CHAIN	67.85	USD
20019925	6	LINK ROLLER 100H ANSI CHAIN	37.20	USD
20019926	3	LINK ROLLER 120H ANSI CHAIN	17.79	USD
20019927	4	LINK ROLLER 140H ANSI CHAIN	53.96	USD
20019928	4	LINK ROLLER 200H ANSI CHAIN	103.40	USD
20019929	2	LINK ROLLER 180H ANSI CHAIN	79.77	USD
20019930	1	LINK CONNECTING 40H ANSI ROLLER	7.90	USD
20019931	12	LINK CONNECTING 50H ANSI ROLLER	13.94	USD
20019932	18	LINK CONNECTING 60H ANSI ROLLER	31.02	USD
20019933	3	LINK CONNECTING 200-3 ANSI ROLLER	257.64	USD
20019935	4	LINK CONNECTING 100-2 ANSI ROLLER	-	USD
20019937	14	LINK CONNECTING 100H ANSI ROLLER	71.67	USD
20019939	5	LINK CONNECTING 120H ANSI ROLLER	33.95	USD
20019940	5	LINK CONNECTING 140-2 ANSI ROLLER	74.25	USD
20019941	6	LINK CONNECTING 140H ANSI ROLLER	64.08	USD
20019942	2	LINK CONNECTING 160-2 ANSI ROLLER	38.44	USD
20019943	8	LINKCONNECTING 160H ANSI ROLLER	123.10	USD
20019944	2	LINK CONNECTING 180H ANSI ROLLER	68.65	USD
20019945	3	LINK CONNECTING 200H ANSI ROLLER	-	USD
20019946	4	LINK CONNECTING 180-2 ANSI ROLLER	153.55	USD
20019947	2	LINK CONNECTING 180-3 ANSI ROLLER	319.60	USD
20019948	3	LINK CONNECTING 200-2 ANSI ROLLER	160.68	USD
20019949	4	LINK OFFSET 40 ANSI ROLLER CHA	-	USD
20019950	2	LINK OFFSET 50 ANSI ROLLER CHA	4.72	USD
20019951	4	LINK OFFSET 60H ANSI ROLLER CH	14.44	USD
20019952	2	LINK OFFSET 200-3 ANSI ROLLER	407.68	USD
20019953	11	LINK OFFSET 80H ANSI ROLLER CH	57.64	USD
20019954	4	LINK OFFSET 100-2 ANSI ROLLER	-	USD
20019955	18	LINK OFFSET 100H ANSI ROLLER C	180.36	USD
20019956	3	LINK OFFSET 120H ANSI ROLLER C	31.65	USD
20019957	3	LINK OFFSET 140-2 ANSI ROLLER	91.41	USD
20019958	4	LINK OFFSET 140H ANSI ROLLER C	80.48	USD
20019959	4	LINK OFFSET 180-2 ANSI ROLLER	409.19	USD
20019960	4	LINK OFFSET 160H ANSI ROLLER C	129.19	USD
20019961	2	LINK OFFSET 180H ANSI ROLLER C	-	USD
20019962	2	LINK OFFSET 160-2 ANSI ROLLER	62.76	USD
20019963	5	LINK OFFSET 180-3 ANSI ROLLER	-	USD
20019964	6	LINK OFFSET 200H ANSI ROLLER C	-	USD
20019965	2	LINK OFFSET 200-2 ANSI ROLLER	260.96	USD
20019966	1	ASSEMBLY FLANGE PX140 TYPE H	318.00	USD
20019967	1	ELEMENT FLEXIBLE PX140	239.70	USD
20019968	2	ELEMENT FLEXIBLE PX120	301.92	USD
20019969	2	SHEAVE 2GR A/B 13.95" 00 SK	79.64	USD
20019970	2	LINK ROLLER 160H ANSI CHAIN	40.50	USD
20019971	1	BUSHING TPLK 2-1/4" TYPE 353	-	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20019972	2	BUSHING TPLK 2-1/8" TYPE 302	25.04	USD
20019973	1	BUSHING TPLK 3-3/8" TYPE 353	29.92	USD
20019974	1	BUSHING TPLK 2-7/8" TYPE 353	45.15	USD
20019975	1	ASSEMBLY ELEMENT FLEX W/FASTENERS	417.81	USD
20019976	4	PLUG FUSIBLE 140DEG C 320-660H	390.46	USD
20019977	6	PLUG FUSIBLE 200DEG C 320-660H	528.51	USD
20019985	458	CABLE HIGHVOLTAGE 4/0 - 3/C SHD-GC 8KV	7,740.20	USD
20019985	1014	CABLE HIGHVOLTAGE 4/0 - 3/C SHD-GC 8KV	17,136.60	USD
20020029	1	PAD ACTUATOR	445.60	USD
20020031	3	HEAD CARTRIDGE	-	USD
20020032	3	CARTRIDGE C02 2-1/2LB	-	USD
20020035	2	CARTRIDGE NITROGEN LT5R	77.19	USD
20020036	2	CARTRIDGE GAS AI01-20	132.00	USD
20020037	4	PIN PUNCTURE W/ORING	103.71	USD
20020046	4	KNOB PUSH	17.44	USD
20020047	126	CAP RED BLOW OFF WITH LANYARD	238.49	USD
20020048	2	ACTUATOR MANUAL	155.95	USD
20020049	1	MODULE CHECKFIRE DETECTION & CONTR MP-N	817.92	USD
20020050	1	MOTOR HYD	148.93	USD
20020051	1	PROBE EXTRUDER 1000HM 90DEG B	138.00	USD
20020053	3	SENSOR METHANE	1,694.80	USD
20020058	1	MODULE OUTPUT	154.48	USD
20020059	4	SENSOR	129.76	USD
20020062	2	SWITCH BELT HAWKEYE II	1,221.10	USD
20020063	1	SWITCH BELT EAGLE III	1,227.28	USD
20020063	1	SWITCH BELT EAGLE III	754.33	USD
20020065	2	SUPPLY POWER 120V METHANE	256.43	USD
20020066	3	READOUT DIGITAL LED METHANE MONITOR	5,308.07	USD
20020069	3	SENSOR (SNIFFER) COMPLETE	1,097.10	USD
20020070	1	DISPLAY READOUT CSE MONITOR	450.00	USD
20020071	8	GUARD SPLASH PLASTIC	513.33	USD
20020075	2	MAGNET METHANE MONITOR	21.07	USD
20020079	1	SCREW	531.79	USD
20020084	2	SCREW	1,678.72	USD
20020087	1	STRAINER REVERSE FLUSH 1"	474.93	USD
20020094	2	GLAND PACKING LAMP BODY AR100 W/O	792.98	USD
20020095	4	PLUG PLG-I	40.83	USD
20020096	9	CONNECTOR HE50	88.40	USD
20020097	2	HEADLIGHT HE50	619.81	USD
20020640	1	RESISTOR	3.10	USD
20020642	505	CABLE HIGH VOLTAGE MP STR FLEXIBLE	19,240.50	USD
20020678	4	ADAPTER REDUCER	7.04	USD
20020680	2	FILTER	216.60	USD
20020715	1	HORN ADAPTER 110V AC	-	USD
20020730	1	COUPLER LINE MOUNTED MALE	623.00	USD
20020838	8	BULB/LIGHT PANEL RED 125V 1/3W WIT	38.00	USD
20020843	3	PACKING GLAND 90 DEGREE 5/8"	55.65	USD
20020849	3	GLAND PACKING STRAIGHT 5/8"	44.52	USD
20020850	4	GLAND PACKING 90 DEGREE 3/4"	74.20	USD
20020851	4	GLAND PACKING STRAIGHT 3/4"	74.20	USD
20020884	2	SENSOR PHOTO	138.60	USD
20020886	2	SWITCH PHOTO 110V	964.60	USD
20020887	1	MONITOR SENTINEL 2 GROUND	416.60	USD
20020889	4	PHONE MINE COMMUNICATOR III	301.71	USD
20020889	4	PHONE MINE COMMUNICATOR III	1,180.00	USD
20020890	3	FILTER 3 PHASE FREQ. 4000HZ BLACK	1,173.20	USD
20020891	3	FILTER 3 PHASE FREQ. 2250 HZ	1,357.44	USD
20020893	1	VALVE SOLENOID LITTLE SNAPY	735.12	USD
20020894	2	PHONE PAGE BOSS	374.48	USD
20020894	2	PHONE PAGE BOSS	829.28	USD
20020900	2	PANEL CONTROL	958.78	USD
20020901	1	ASSEMBLY SOLENOID	280.90	USD
20020902	1	VALVE SOLENOID	329.00	USD
20020903	1	VALVE SOLENOID	378.95	USD
20020904	3	BOARD GROUND MONITOR 4000 HZ	520.65	USD
20020905	4	RESISTOR	0.44	USD
20020907	1	MONITOR GROUND GM2001 NEW 105172 LINE P	-	USD
20020909	1	BOARD CONTROL DIESEL SCOOP (300586)	279.68	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20020913	2	TRIP SHUNT 225 AMP 2&3 POLE TY	367.56	USD
20020914	2	UNIT TRIP 225 AMP 3 POLE TYPE	760.00	USD
20020915	1	RELAY TRIP GROUND	315.06	USD
20020917	1	PLUG 250-400A TWO POLE S/PULL	137.80	USD
20020918	1	RECEPTACLE 400 AMP TWO POLE W/	143.10	USD
20020920	1	PLUG W/HANDLE	162.50	USD
20020923	1	RECTIFIER 2A FW200	-	USD
20020927	3	LATCH SINGLE	37.47	USD
20020929	1	RECEPTACLE W/COVER & HANDLE	113.50	USD
20020930	1	LATCH STRADDLE	18.05	USD
20020931	3	FUSE CURRENT LIMITING 8.3KV 50 COOPER BU	1,730.07	USD
20020932	2	COUNTER ELECTRONIC CUB 2 GENER	-	USD
20020936	4	FUSE 40AMP FERRAZ SHAWMUT	-	USD
20020951	6	FUSE 80 AMP TYPE 200 SLOW BLOW KERNEY	77.70	USD
20020952	6	FUSE 100 AMP TYPE 200 SLOW BLOW KERNEY	77.70	USD
20020953	5	FUSE 125 AMP TYPE 200 SLOW BLOW KERNEY	171.10	USD
20020960	3	FUSE 100A 600V ONE TIME	23.19	USD
20020964	6	FUSE 100A 600V TIME DELAY	97.72	USD
20020965	2	FUSE HOLDER	101.82	USD
20021034	3	FUSE EJ 1 IE AMP 7200V LITTLEFUSE	523.65	USD
20021035	2	FUSE 80E 69KV SMD-2B S&C	3,874.20	USD
20021050	1	MOTOR AC 200HP 445TS TEFC 480V	10,752.50	USD
20021051	1	MOTOR AC 60HP 364T ODP 460V 18	3,280.00	USD
20021080	6	STUD	-	USD
20021081	1	GLOBE CLEAR	22.26	USD
20021082	1	BULB/LAMP 40W ALUM FLUOR	616.79	USD
20021085	1	BREAKER CIRCUIT 400A 1000V E2 500	2,096.76	USD
20021089	3	BREAKER CIRCUIT 225A 1000V E2 200	6,156.46	USD
20021091	2	RELEASE UNDERVOLTAGE AC 120V	-	USD
20021092	1	TRIP UNIT	-	USD
20021093	1	RELEASE UNDERVOLTAGE 120VAC LH	482.32	USD
20021095	15	TERMINAL CIRCUIT BREAKER 3/PKG	-	USD
20021097	2	TRIP SHUNT 110/240 VAC	964.18	USD
20021098	2	STARTER FULL VOLTAGE SIZE 1 12	1,318.64	USD
20021099	1	STARTER SIZE 1 #4 DRIVE TAKEUP	416.65	USD
20021108	1	SUPPRESSOR	-	USD
20021112	1	UNIT TRIP 225 AMP 3 POLE TYPE	763.72	USD
20021114	2	SHUNT TRIP 600/1000VAC 125VDC	936.54	USD
20021115	1	PROTECTOR CIRCUIT MOTOR 30A	629.53	USD
20021116	1	STARTER SIZE 2 STYLE 6710C51G0	1,697.38	USD
20021117	1	BREAKER CIRCUIT AC 30A 600V 3P TY	668.91	USD
20021118	1	BREAKER CIRCUIT AC 30A 600V 3P TY	326.42	USD
20021119	1	RELEASE UNDERVOLTAGE	672.12	USD
20021120	2	RELEASE UNDERVOLTAGE 120VAC RH	354.76	USD
20021122	2	SHUNT TRIP 600 AMP 2 & 3 POLE	581.50	USD
20021123	2	UNIT TRIP 3P 225A	550.00	USD
20021125	12	TERMINAL CIRCUIT BREAKER STYLE	370.20	USD
20021126	3	BRUSH HOLDER	-	USD
20021127	9	TERMINAL ALUM FB 3/PKG	-	USD
20021128	1	RING COLLECTOR	-	USD
20021129	36	BRUSH CARBON	-	USD
20021130	21	BRUSH CARBON	-	USD
20021132	2	BALLAST	-	USD
20021134	3	COIL	-	USD
20021135	2	COIL	170.02	USD
20021136	4	COIL 110V 60C	-	USD
20021139	13	BRUSH CARBON	-	USD
20021141	1	TRANSFORMER 1.5KVA	576.59	USD
20021142	3	FUSE LITTLEFUSE 8.25KV 40E	-	USD
20021143	4	FUSE MEDIUM VOLT 65A 8300V LITTLEFUSE	-	USD
20021144	2	FUSE LITTLEFUSE	-	USD
20021146	2	RELAY GROUND FAULT GT137	420.85	USD
20021147	3	FUSE 12KV 200AMP LINEPOWER	1,053.34	USD
20021149	10	SWITCH LIO GRAY SQO ENCLOSURE	541.32	USD
20021151	1	PLUNGER	67.81	USD
20021160	2	RECEPTACLE 225 AMP 995VAC	958.45	USD
20021163	4	SWITCH LIMIT 9007C54K	542.68	USD
20021164	1	SWITCH PUSHBUTTON STOP 2-1/8" EMERGENY	52.05	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
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Material #	Total Stock	Description	Total Value	Crcy
20021173	1	TRANSFORMER	309.79	USD
20021181	1	SOCKET RELAY 11 PIN	4.03	USD
20021186	2	RELAY CONTROL 12VOLT DC	65.94	USD
20021187	2	RELAY CONTROL 4POLE W/120V COI	274.94	USD
20021188	1	SWITCH TOGGLE SPST ON-OFF	-	USD
20021191	3	SWITCH OPERATOR PUSHBUTTON RED	125.01	USD
20021193	1	CONTACTOR SIZE 4	1,826.18	USD
20021196	1	CONTACT KIT 3 POLE SIZE 4	211.56	USD
20021197	2	CONTACT KIT RSCT600 (FOR NEMA SZ 6	1,097.58	USD
20021199	2	KIT SPRING	64.20	USD
20021202	1	SWITCH MICRO 15A 120/240/480/6	-	USD
20021203	1	SWITCH MICRO 15A 120/240/480/6	-	USD
20021204	2	FUSE HOLDER 30A 600V BUSSMAN 3POLE	8.59	USD
20021205	9	TERMINAL CIRCUIT BREAKER 3/PAC	1,459.17	USD
20021206	11	TERMINAL CIRCUIT BREAKER STYLE	328.68	USD
20021209	1	BOARD ASSEMBLY PRINTED AIR	269.43	USD
20021212	1	TRANSFORMER SYNC	245.92	USD
20021213	3	SENSOR CABLE	318.00	USD
20021214	8	SCR	2,382.72	USD
20021215	1	SWITCH MICRO 208LS152 P	-	USD
20021216	1	TRIP DEVICE CAPACITOR	146.91	USD
20021219	2	RELAY GROUND TRIP	-	USD
20021222	1	BREAKER CIRCUIT AC 70A 480V 2P	244.94	USD
20021225	2	CONTACT BLOCK	58.62	USD
20021226	2	CONTACT BLOCK	27.78	USD
20021227	3	SWITCH PUSHBUTTON OPERATOR UNIVERSAL	81.98	USD
20021229	4	RELAY CONTROL 8 PIN 24VAC	76.86	USD
20021230	6	RELAY 8 PIN 120 VOLT	68.24	USD
20021231	5	STATION PUSHBUTTON ON-OFF 600V	458.22	USD
20021232	2	SWITCH SELECTOR	68.47	USD
20021233	1	SHUNT TRIP 400 AMP 2 & 3 POLE	627.52	USD
20021234	9	CONTACT CARTRIDGE	155.34	USD
20021235	1	UNIT TRIP 400A 3P 1000VAC 800	45.00	USD
20021237	3	SWITCH LIMIT LEVER ARM	65.90	USD
20021239	5	RELEASE UNDERVOLTAGE 120/60V A	810.65	USD
20021240	1	RELAY 120VAC II-PIN	11.98	USD
20021241	2	RELAY TIMING ON DELAY 120 VAC	602.46	USD
20021242	2	RELAY TIMING OFF DELAY 120 VAC	-	USD
20021243	1	RELAY TIMING OFF DELAY 120 VAC	71.87	USD
20021244	3	CONTACT BLOCK	66.60	USD
20021247	9	TRANSFORMER CONTROL 25VA 120-8	-	USD
20021248	1	PROCESSOR UNIT MICROLOGIC PLC	418.00	USD
20021249	1	RELAY PDT 120V GP	21.31	USD
20021250	3	RELAY GROUND FAULT	178.17	USD
20021251	1	MODULE!	89.81	USD
20021252	3	FUSE DIODE 250V 600AMP	-	USD
20021255	2	FUSE CURRENT LIMITING 65 AMP 7	-	USD
20021260	2	BREAKER CIRCUIT 400A 1000V E2 500	6,939.31	USD
20021262	2	HEATER	40.52	USD
20021267	2	RELAY OVERLOAD	135.70	USD
20021269	1	RELAY 120VAC II-PIN	24.46	USD
20021270	2	RELAY 11 PIN 110V DC	43.26	USD
20021271	2	RELAY 8 PIN 110 VDC 8 PIN (SCOOPS & JEEP	16.02	USD
20021278	1	RELAY OVERLOAD THERMAL STYLE 5	661.76	USD
20021287	1	PLUG	-	USD
20021293	2	RELAY 1.3V	1,509.98	USD
20021294	4	RESISTOR	-	USD
20021296	10	FUSE (08776S LESTER ELECTRIC)	179.66	USD
20021302	4	ASSEMBLY PLUG DC 175 AMP	38.44	USD
20021447	3	SAFEPAK LOW SENSITIVITY	1,080.02	USD
20021448	1	I.S RELAY	1,042.06	USD
20021450	1	BARRIER INTRINSICALLY SAFE	656.63	USD
20021451	4	GAUGE TORQUE FLETCHER DRILL	602.90	USD
20021509	4	PLIERS RETAINING RING 180 DEG	122.34	USD
20022503	8	ANTENNA 15dbi DIRECTIONAL	518.80	USD
20022504	6	SPLITTER ANTENNA	903.37	USD
20022505	6	BOX JUNCTION FIBER ONLY	900.00	USD
20022506	4	SWITCH IMPACT I.S COMBINED/ACCESS POINTS	12,800.00	USD

Armstrong Energy, Inc.
 Schedule 2.2(b)(iv)
 Transferred Equipment
 Part and Supply Inventory List
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Material #	Total Stock	Description	Total Value	Crcy
20022507	2	CABLE SINGLE MODE FIBER (650m) = 2100FT	2,400.00	USD
20022508	4	BOX JUNCTION COMPOSITE FIBER	1,420.00	USD
20022510	6	FIBER SINGLE MODE (2M) 6 ft.	1,592.50	USD
20022511	4	CABLE SINGLE MODE FIBER (50M) = 160'	1,500.00	USD
20022512	7	CABLE COAX LMR 20'-N TO RPTNC	284.00	USD
20022513	1	CABLE SINGLE MODE FIBER(175M)	828.00	USD
20022514	2	CABLE COMPOSITE FIBER/POWER CABLE(80M)	1,430.00	USD
20022516	1	CONVERTER	122.50	USD
20022520	2	CONVERTER	606.95	USD
20022521	1	CAPACITOR	3.32	USD
20022524	1	CAPACITOR	0.58	USD
20022525	1	PUMP DRIVE	359.93	USD
20022526	1	VALVE RELEASE HYD.	1,479.21	USD
20022527	1	VALVE PRESSURE	243.13	USD
20022529	1	LIGHT	411.42	USD
20022533	1	GLAND PACKING	139.06	USD
20022538	1	CABLE CONTROL	671.47	USD
20022556	1	VALVE CHECK	53.49	USD
20022561	2	TRANSDUCER	2,531.32	USD
20022562	1	BLOCK JUNCTION	2,138.58	USD
20022563	2	MOTOR TRAM	20,187.06	USD
20022564	1	MANIFOLD	855.21	USD
20022565	1	DRIVE AC TRAM	-	USD
20022566	4	RING SEALING	480.52	USD
20022600	164	ROLLERS TOP PIO BOX 60 X 6 35DEG. W/HAND	32,718.00	USD
20022601	110	ROLLER PIO BTM 60 X 6 1/4W.30 BOTTOMS	10,766.71	USD
20022602	160	SPREADER BAR PIONEER 60 6" RAIL	7,280.00	USD
20022603	129	CHANNEL RAIL 6X10, W/8 HOLES	7,546.50	USD
20022605	1	RELAY C113W GROUND FAULT WALLACE SUBS	63.60	USD
20022606	1	RECEPTACLE FIG 64 SMC WALLACE SUB	815.67	USD
20022607	1	PLUG 600A FG64	729.32	USD
20022608	1	RECEPTACLE FIG67 WALLACE	489.86	USD
20022609	1	PLUG FIG 64 600AMP	501.60	USD
20022610	1	RECEPTACLE 1000V MINER	1,075.87	USD
20022611	1	PLUG 1000V MINER WALLACE SUB	1,122.90	USD
20022652	6	SENSORS CO MATRIX 4-20MA	7,181.46	USD
20022693	2	FILTER	12.11	USD
20022694	2	FILTER	42.25	USD
20022695	2	FILTER	45.88	USD
20024850	4	SOCKET RELAY 8 PIN RD DIN RAIL MOUNT	47.50	USD
20024913	2	SWITCH LIMIT 10A 600V	260.42	USD
20025224	1	PLUG 700 AMP LINE MOUNTED	566.70	USD
20025284	1	MOTOR AUGER HYD	813.98	USD
20025355	1	SENSOR ASSEMBLY GD10PM IR	1,724.55	USD
20025356	2	KIT WEATHER PROTECTION	300.25	USD
20025358	3	GLAND ASSEMBLY ENLARGER GD10PM	12.00	USD
20025359	4	PLUG	19.00	USD
20025360	9	O-RING FOR THE ENLARGER & PLUG	5.85	USD
20025361	3	CONTROLLER CIRCUIT BOARD W/DISPLAY	235.00	USD
20025362	4	CONTROLLER RED LENS	200.00	USD
20025363	2	CONTROLLER CLEAR LENS W/SEAL	300.00	USD
20025364	18	CONTROLLER GLAND ASSEMBLY	198.00	USD
20025365	10	PLUG	50.00	USD
20025366	10	O-RING FOR PLUG	7.00	USD
20025367	1	CONTROLLER CIRCUITBOARD W/DISPLAY & LENS	2,500.00	USD
20025368	6	MAGNET KEY RING	57.24	USD
20025369	1	POWER SUPPLY ASSEMBLY	85.00	USD
20025370	2	RELAY CUT OFF	64.00	USD
20025371	2	GAS CALIBRATION 2.5% METHANE 103L	182.00	USD
20025372	2	GAS ZERO AIR 103L	152.00	USD
20025373	1	REGULATOR 1LPM	104.92	USD
20025378	3	PAD CRAWLER	981.82	USD
20025379	8	PIN CRAWLER COLLAR	75.66	USD
20025380	7	PIN ROLL CRAWLER	35.17	USD
20025381	6	PIN CRAWLER	147.60	USD
20025430	1	COVER CONTROLLER PANEL	1,174.85	USD
20025432	5	SHIM TRACK 1/4'	80.67	USD
20025433	3	SHIM TRACK 3/8'	70.50	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
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Material #	Total Stock	Description	Total Value	Crcy
20025434	3	SHIM TRACK 1/2'	105.42	USD
20025435	4	KEEPER SHIM	201.60	USD
20025462	1	FILTER FUEL (NAPA# 3634)	14.68	USD
20025463	1	FILTER OIL (NAPA# 7214)	11.04	USD
20025465	3	FILTER FUEL WATER SEPERATOR	149.36	USD
20025468	2	FILTER OUTER AIR (P601280)	37.40	USD
20025469	2	FILTER INNER AIR (P601286)	24.15	USD
20025470	1	FILTER TRANSMISSION (NAPA# 7410)	27.09	USD
20025471	2	FILTER OIL (NAPA #1759)	24.78	USD
20025561	1	PLUG AC CAR 7700PPA	1,314.16	USD
20025562	3	RECEPTICAL AC CAR 7700RTG	4,400.24	USD
20025591	1	RELAY, 51Y	514.10	USD
20025601	2	RELAY OVER CURRENT	2,473.84	USD
20025620	1	PANEL CONTROL COMBO	727.58	USD
20025640	2	BELT ENGINE V-BELT	121.60	USD
20025641	2	STARTER 904 MERCEDES 12V (91-01-4563)	1,268.31	USD
20025641	1	STARTER 904 MERCEDES 12V (91-01-4563)	258.28	USD
20025642	1	ALTERNATOR 904 MERCEDES 12V	800.26	USD
20025643	2	BREAKER 150 AMP DISCONNECT	132.63	USD
20025644	2	FILTER AIR PRIMARY	40.68	USD
20025645	2	FILTER AIR SECONDARY	31.12	USD
20025646	2	FILTER OIL (P553771)	8.85	USD
20025647	4	FILTER SECONDARY FUEL (P554620)	30.57	USD
20025648	4	FILTER FUEL PRIMARY (NAPA# 3683)	99.58	USD
20025649	2	FILTER TRANS ELEMENT (P55-0445)	34.55	USD
20025650	2	FILTER HYDRAULIC SPIN ON (P550388)	16.28	USD
20025651	2	BELT FUEL AND WATER PUMP	34.90	USD
20025652	2	BELT ALTERNATOR	20.92	USD
20025653	3	BELT FAN DRIVE	55.65	USD
20025654	2	SWITCH MURPHY	356.78	USD
20025655	4	DIODE ALTERNATOR EXCITE	63.60	USD
20025739	1	VFD POWERFLEX 700 11 AMP 480 V	1,906.37	USD
20025740	1	FAN\W MOTOR\FAN\STARTING CAPACITOR KIT	1,537.00	USD
20025837	5	GASKET DOOR	529.10	USD
20026008	2	HUB POCLAIN HUB	6,989.06	USD
20026090	1	TUBE URETHANE PRE-DUSTER (L-470115)	146.21	USD
20026103	1	cylinder, boom swing	572.43	USD
20026107	2	KNUCKLE STEERING	180.49	USD
20026108	2	HEADLIGHT 48 VOLT LED(E015x6)(8150)	243.55	USD
20026124	6	V-BELT	34.47	USD
20026354	1	ASSY TURBO DRAIN HOSE	191.11	USD
20026360	1	CABLE CAT MINER PROXIMINTY (STRATA)	1,627.00	USD
20026391	2	SWITCH PANIC TAPE CAT BOLTER	600.13	USD
20027774	2	HOSE TURBO HOSE	158.70	USD
20027775	2	HOSE TURBO HOSE 45	102.56	USD
20027776	1	HOSE TURBO HOSE 90	64.10	USD
20028020	3	MOTOR QUILL SHAFT, AC TRAM 25C2	3,738.42	USD
20028039	9	SPLINED SHAFT (old# 654925)	12,273.30	USD
20028047	1	ENCODER, SL56, DANAHER 128PPM	1,771.53	USD
20028056	1	TANDEM PUMP PGP	2,500.00	USD
20028060	3	SIDE STRAP ASSY CIN# C14753	238.83	USD
20028061	11	CONNECTOR ASSY	647.24	USD
20028065	2	CYLINDER, CONVEYOR CHAIN TAKE-UP	2,765.30	USD
20028066	2	CYLINDER, STABLIZER SHOE	3,619.94	USD
20028067	2	CYLINDER CONVEYOR LIFT (new#4396210)	4,163.82	USD
20028074	4	WELD'T, CUTTER HEAD PIVOT PIN KEEPER	0.04	USD
20028077	4	FILTER SCRUBBER SCREEN, 30 MESH	2,647.40	USD
20028096	1	FILTER ELEMENT, 2UM NON-BYPASSING	279.39	USD
20028097	1	ASSEMBLY, TAIL ROLLER	3,996.38	USD
20028103	3	VALVE, WATER, 2-UNT (MANIFOLD)	9,942.81	USD
20028117	11	DETAIL, GUIDE SPRING BOARD	978.45	USD
20028118	11	FILTER, ELEMENT WATER	2,506.13	USD
20028119	1	RETAINER SPACER, 8" SIDEBARDS, RH (CM23	247.80	USD
20028142	1	CONTROL VALVE R.H. BOOM	1,149.03	USD
20028189	2	SECTION, 6 LINK 3.50 P CONV CHAIN	503.52	USD
20028190	16	T-HEAD COTTER PIN	57.14	USD
20028198	3	MCI NEW LAMP M.C.I. #2021-35421-2	148.86	USD
20028224	8	BULB LED 12 WATT 9-26V (2021-36490-63)	1,471.15	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
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Material #	Total Stock	Description	Total Value	Crcy
20028226	1	OVERLOAD	207.75	USD
20028233	1	END CAP F/BREAKER	46.11	USD
20028235	2	RELAY, SOCKET, 120VAC, 3A, 4PDT	43.64	USD
20028240	1	TRANSMITTER FP TITO LARGE CHARGING PLUG	5,427.95	USD
20028241	1	CHARGER BATTERY FP PLUG-IN LEADS LARGE	10,039.94	USD
20028279	26	TRACK RETENTION PIN	1,553.50	USD
20028308	42	LOCK PIN, (GROOVED) TYPE "E"	125.16	USD
20028311	6	CARTRIDGE ASSY, SOLENOID VALVE (STEM)	2,130.90	USD
20028323	1	FILTER CARTRIDGE, 75um	212.80	USD
20028325	2	BREAKER CIRCUIT E ² L 600A UVR	3,816.00	USD
20028336	1	CYLINDER, BREAKER RESET	215.89	USD
20028356	4	CARTRIDGE/COIL ASSY, 90VDC, 1-1/4 M CONN	2,412.76	USD
20028358	8	CONNECTOR, ADAPTER 1-1/4 FEMALE/1" MALE	733.20	USD
20028374	1	THERMISTOR MODULE, FPSS	1,161.04	USD
20028395	2	PLATE, KEEPER STAB SHOE	0.02	USD
20028396	4	BUSHING LOWER SHEAR CYL	1,647.52	USD
20028397	2	PIN LOWER SHEAR CYLINDER (RH)CAT MINER	1,125.30	USD
20028399	2	BUSHING CUTTING HEAD	0.02	USD
20028400	3	BUSHING CUTTING HEAD	0.03	USD
20028425	3	Encoder, Slim Tach SL56 (Motor Tach)	4,163.02	USD
20028434	1	RESISTOR, 5 WATT 20K 5%TOL	2.03	USD
20028435	1	RELAY, 25 AMPS 4PDT-110V DC	233.77	USD
20028436	1	RELAY, INTRINSICALLY SAFE-PAK	380.82	USD
20028437	2	CONTACTOR, VACUUM, SIZE 5, 320A, 120V	2,427.40	USD
20028438	1	CONTACTOR, VACUUM, SIZE 4, 160A, 120V	806.18	USD
20028439	2	SWITCH, PUSH BUTTON	291.48	USD
20028440	1	SWITCH, HDL/AREA LIGHTS W/O HANDLE	238.71	USD
20028441	1	SWITCH, ROTARY 2 STKS OFF/ON/OFF/ON	149.39	USD
20028445	3	CONTACTOR, AUXILIARY CONTACT - 1NO/1NC	515.52	USD
20028446	2	FUSEHOLDER, INLINE, FOR 1/4"X1-1/4" FUSE	23.18	USD
20028447	13	FUSE,5AMP 250V TYPE AGC-5 1/4X1-1/4	3.38	USD
20028448	1	BREAKER CIRCUIT MINI 20AMPS	86.43	USD
20028449	2	BREAKER CIRCUIT 15AMP	172.70	USD
20028450	2	BREAKER CIRCUIT 5AMPS	166.24	USD
20028451	1	BREAKER CIRCUIT 10AMPS	87.60	USD
20028468	1	ASS'Y, ANTENNA CABLE F/FORCED POT.	1,375.30	USD
20028469	1	ANTENNA	93.31	USD
20028470	1	SUPPLY, POWER W/BAT B/U 120 VAC	693.44	USD
20028477	2	VALVE, SHUTTLE 1/4 NPT	214.82	USD
20028478	8	RECTIFIER, 25A, 200V	190.16	USD
20028482	2	RELAY, 4PDT, 120VAC, 10AMP, BLADE STYL	121.22	USD
20028484	4	ASS'Y, REFLECTOR W/BULB same as A21B02	113.88	USD
20028486	1	ROTARY SWITCH	192.57	USD
20028497	24	HOG RING FOR 1" SHCS	36.48	USD
20028499	2	CYLINDER, GATHERING HEAD	2,699.54	USD
20028502	21	NOZZLE,SPRAY 3/8 BD-10 (HOLLOW CONE)	485.10	USD
20028504	1	ELEMENT, 20 MESH SS (FOR 295690)	94.59	USD
20028507	1	VALVE, HYD PILOTED WATER	657.77	USD
20028508	1	VALVE, PRESSURE REGULATOR 1/2 NPT	179.59	USD
20028509	1	VALVE, SHEAR DOWN RELIEF	575.39	USD
20028510	71	NOZZLE, SPRAY 3/8 BD-3 (HOLLOW CONE)	174.66	USD
20028511	1	SHAFT, SPLINED	1,508.87	USD
20028512	21	SHIM LOWER CONV. PIVOT	745.29	USD
20028526	2	PIN/WEARSHOE, TAPERED	363.84	USD
20028531	1	PUMP, JET 1"NPT	581.00	USD
20028532	2	DET. SHAFT, MOTOR	2,041.02	USD
20028533	4	KEY, CLA HEAD GATH	190.16	USD
20028534	2	PIN, SNAP-W-CHAIN	38.22	USD
20028548	4	NOZZLE, SPRAY 1/4 GG-10SQ	286.64	USD
20028551	6	BUSHING - UPPER SHEAR CYLINDER	2,117.52	USD
20028560	2	COMPRESSION SPRING *	1,560.74	USD
20028563	1	I.S. BARRIER	536.20	USD
20028566	2	BREAKER CIRCUIT - 600A E2LM	3,491.40	USD
20028568	2	GUIDE PLATE	248.80	USD
20028572	1	BREAKER CIRCUIT-400A E2K W/DIGI W/AUX	3,159.84	USD
20028583	1	JOYSTICK	1,128.83	USD
20028586	1	CYLINDER 3 1/2 B 17 5/8 S/	945.33	USD
20028592	2	PIN, FEED CYL PIN-ROD END	323.52	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20028594	1	DRILL BOX	4,223.59	USD
20028598	1	CYLINDER 6 B 4 17/64 S/	3,326.77	USD
20028600	1	CYLINDER, HYD 1 5/8 DIA 5"STK	1,039.59	USD
20028603	1	RELAY S&D	42.94	USD
20028604	1	CYLINDER SECONDARY SUPPORT CAT BOLTER	3,500.00	USD
20028605	1	CYCLONE ASSY	429.59	USD
20028627	1	ROTATION MOTOR-650 RPM	301.29	USD
20028628	2	PUSHBUTTON #12114	276.06	USD
20028631	10	SLIDE BEARING	1,060.00	USD
20028632	1	HANDLE VALVE JOY STICK CAT BOLTER	75.12	USD
20028634	3	PIN SLIDE CYL CAT BOLTER	9.00	USD
20028638	4	V-BELT (B58)	28.52	USD
20028639	1	CYLINDER, STAB RB2-52A/RB1-50L	48.53	USD
20028640	1	CYLINDER 3 B 14 1/8 S/DA	735.36	USD
20028647	2	PIN ROCKER ATRS FOOT	459.26	USD
20028651	2	CYLINDER 4 B 12 S/DA	1,877.28	USD
20028652	1	VALVE, RELIEF (DUAL)	0.01	USD
20028667	5	VALVE HANDLE SHAFT	160.00	USD
20028672	1	SPOOLER SHAFT ASSEMBLY	1,707.65	USD
20028684	1	AUXILLIARY SWITCH, A1X4PK, L-/M-FRAME	239.71	USD
20028686	1	PIN FOOT CYLINDER ROD END	199.17	USD
20028702	1	INTG. VALVE ROTATION FUNC	0.01	USD
20028705	1	SELECTOR SWITCH B64-001	209.79	USD
20028709	2	PUSHBUTTON SWITCH NO	137.44	USD
20028711	1	CYLINDER, RB2-52A DRILL FEED	1,900.00	USD
20028715	1	REEL MOTOR	-	USD
20028717	4	V-BELT (B56)	43.36	USD
20028739	2	GONG, WARNING	710.12	USD
20028756	1	ASSY,HEADSHAFT,3.50P, 7MFBH-48A	9,623.66	USD
20028768	4	PIN, LEVELING LINK ASSY	500.80	USD
20028808	4	PLUG CAT SCOOP	1,600.60	USD
20028809	4	RECEPTACAL CAT SCOOP	1,621.80	USD
20029096	1	CYLINDER, STEERING, CH816CL	2,200.56	USD
20029098	2	CYLINDER, EJECTOR CH810S	9,244.76	USD
20029106	1	ASSEMBLY BATTERY PLUG 2000PPA-7	1,056.63	USD
20029304	4	CHUCK PINNER (CUDA #UC3M+2)	663.18	USD
20029307	7	BOARD FLEXSIDE CAT MINER	4,372.55	USD
20029321	2	BOOT VALVE CAT BOLTER	64.50	USD
20029346	124	RESCUER OCENCO SCSR	87,252.81	USD
20029355	1	VALVE FLAPPER WATER (U/C# 972000) CODE15	864.57	USD
20029367	2	CLAMP, MUFFLER	18.57	USD
20029376	3874	CABLE HIGH VOLTAGE 4/0 3/C 8KV MP 532STR	73,722.22	USD
20029380	1	WELDMENT, EXHAUST PIPE (14 MAN)	59.42	USD
20029381	1	GASKET (PIPE TO FLEX PIPE)	20.48	USD
20029400	1	PUMP (PTO ASSIST)	2,396.92	USD
20029401	1	VALVE DIVERTER 6-WAY	297.71	USD
20029402	1	VALVE SHUTTLE	120.99	USD
20029405	1	BEARING PB	81.62	USD
20029406	1	VALVE MOTOR CIRCUIT	1,669.16	USD
20029410	3	CABLE PUSH/PULL	-	USD
20029420	1	TRACTION MOTOR 35 HP 140VAC 181 AMP	9,540.00	USD
20029422	5	COIL SOLENOD 90VDC	1,223.20	USD
20029469	1	SHAFT BREAKER RESET	194.23	USD
20029470	6	END ROD FEMALE 5/16 TR-5T	259.20	USD
20029471	2	BOLT PREP OPERATORS CASE	0.02	USD
20029486	2	SWITCH HYD PRESSURE CAT HAUL & SCOOP	1,419.53	USD
20029502	2	BREAKER 20AMP/240VAC	0.02	USD
20029560	1	CABLE JUMPER PROXIMITY 6'	1,619.68	USD
20029561	6	CONNECTOR PROXIMITY CABLE	4,098.00	USD
20029568	3	SWITCH CONTROL	0.03	USD
20029569	1	SWITCH CONTROL	0.01	USD
20029570	15	BOOT SWITCH	0.15	USD
20029649	2	PIN BATTERY LIFT ARMS	598.96	USD
20029655	1	WELDMENT EXHAUST PIPE (4 MAN)	60.27	USD
20029660	22	SHROUD 3" CONNECTOR 1000AH & 1200AH	37.08	USD
20029661	2	SHROUD 3-3/16" CONNECTOR 1000AH	6.66	USD
20029662	4	SHROUD 12-3/4" CONNECTOR 1000AH	13.99	USD
20029663	1	SHROUD LH 3" 1000AH & 1200AH	17.89	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20029664	1	SHROUD RH 3" 1000AH & 1200AH	17.89	USD
20029665	6	SHROUD 3-3/8" CONNECTOR 1200AH	16.02	USD
20029666	2	SHROUD 5-3/8" TO 5-7/8" 1200AH	6.70	USD
20029667	4	SHROUD 10-1/2" CONNECTOR 1200AH	24.17	USD
20029668	8	SHROUD 14-1/4" CONNECTOR 1200AH	40.03	USD
20029669	1	SHROUD 3-3/4" EZ LINK LH 1200AH	9.47	USD
20029670	16	SHROUD 3-3/4" EZ LINK RH 1200AH	154.33	USD
20029677	4	LINK EXTENDED PIN CONNECTION	353.74	USD
20029707	8	RESISTOR 33K OHM	9.57	USD
20029736	1	VALVE STEERING RELIEF CARTRIDGE	0.01	USD
20029757	4	FILTER CAT MINER PILOT PRESSURE	718.72	USD
20029758	7	FILTER CAT MINER RETURN PRESSURE	703.22	USD
20029797	2	PIN ROD END BOOM SWING CYL CAT MINER	225.02	USD
20029798	2	PIN BARREL END BOOM SWING CYL CAT MINER	777.74	USD
20029839	2	BASE RELAY S&D	55.22	USD
20029848	5	GAUGE HYDRAULIC SIGHT CAT CAR	154.49	USD
20029862	2	PIN ROD END BATTERY LIFT CYL. CAT CAR	254.65	USD
20029863	2	RING RET BATTERY LIFT CYL CAT CAR	2.10	USD
20029864	2	PIN ROLL BATTERY LIFT CYL. CAT CAR	2.10	USD
20029865	1	VALVE CHECK SECOND SUP CYL (VENT PILOT)	0.01	USD
20029867	1	VALVE CHECK SECOND SUP CYL (CHECK)	0.01	USD
20029899	48	RING RETAINING CAT CONV. CHAIN C-14683	51.84	USD
20029911	2	CYLINDER SLIDE CAT BOLTER	567.40	USD
20029914	2	CONNECTOR BNC CAT MINER ANTENNA STRAIGHT	60.58	USD
20029915	5	CONNECTOR BNC CAT MINER ANTENNA ANGLE	250.05	USD
20029922	1	KIT HANDLE DUAL VALVE CAT BOLTER	1,355.42	USD
20029926	1	BOX JUNCTION TAPE SWITCH CAT BOLTER	645.98	USD
20029930	6	GASKET DOOR COVER REBUILD KIT	1,122.00	USD
20029933	2	CAP BAFFLE CSE SENSOR	240.00	USD
20029940	2	PIN SLIDE CYLINDER CAT BOLTER	9.14	USD
20029946	1	CLAMP CAT MINER CABLE(STAND-OFF)	729.73	USD
20029957	2	GASKET CLUTCH COVER CAT MINER GEAR CASE	0.02	USD
20029987	1	SPACER FRAME AXLE BUSHING CAT CAR	26.91	USD
20029996	5	RETAINER CHUCK CAT BOLTER (L-470854)	843.30	USD
20030011	1	CLAMP CABLE EYE CAT BOLTER	100.93	USD
20030012	1	BUSHING CABLE EYE CAT BOLTER	71.48	USD
20030108	2	GUIDE RH (FISHTAIL) CAT MINER	1,096.72	USD
20030109	2	GUIDE LH (FISHTAIL) CAT MINER	1,080.50	USD
20030110	10	SHIM BOTTOM BOLTER CAT ROTATION BOX	36.30	USD
20030111	2	GUIDE FALSE BOTTOM CYLINDER CAT CAR	609.72	USD
20030430	1	BOLT SHOULDER HOSE GUARD CAT CAR	70.01	USD
20030438	4	HANDLE JOY STICK FAST FEED CAT BOLTER	245.04	USD
20030439	2	KNOB HANDLE FAST FEED CAT BOLTER	28.58	USD
20030465	3	COVER (BOOT) CONTROL HANDLE CAT CAR	7.23	USD
20030466	3	COVER (BOOT) CONTROL HANDLE CAT CAR	20.21	USD
20030473	2	SPRING LEAF	601.53	USD
20030578	2	BELT DRIVE	3,295.83	USD
20030586	1	SOCKET BASE POWER CENTER TRIP RELAY	31.18	USD
20030587	4	SPRING INDEX PIN (FISH TAIL) CAT BOLTER	23.80	USD
20030588	2	PIN INDEX (FISH TAIL) CAT BOLTER	199.82	USD
20030589	3	GUIDE PIN (FISH TAIL) CAT BOLTER	159.36	USD
20030685	3	COLLAR CAT BOLTER DUST BOX	254.94	USD
20030686	1	SEPERATOR CAT BOLTER DUST BOX	703.47	USD
20030847	6	HANDLE COMPLETE W/LINKAGE FAST FEED CAT	625.50	USD
20031078	2	LINK LEVELING CAT BOLTER	1,688.84	USD
20031132	1	NUT T-BAR CAT BOLTER	0.01	USD
20031265	1	BUTTON RED E-STOP CAT MINER	168.93	USD
20031831	2	PIN	258.72	USD
20031833	2	LOCKNUT	20.92	USD
20032056	1	TUBE CANOPY LH OUTER CAT BOLTER	1,743.68	USD
20032057	1	TUBE CANOPY RH INNER CAT BOLTER	861.60	USD
20032144	1	STRUT SECONDARY ATRS CAT BOLTER	556.45	USD
20032197	8	SHIM TRACK 1/4" CAT MINER	134.88	USD
20032198	5	SHIM TRACK 3/8" CAT MINER	123.25	USD
20032199	3	SHIM TRACK 1/2" CAT MINER	111.45	USD
20032200	2	SHIM TRACK 1" CAT MINER	98.70	USD
20032565	1	KIT POWER SUPPLY/MOUNT REPLACES 100487887	1,158.91	USD
20032682	1	HOUSING WATER FILTER	581.28	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20032900	10	SHAFT BREAKER RESET CAT MINER	1,832.30	USD
20032901	15	SCREW LINKAGE BREAKER RESET CAT MINER	7.80	USD
20032902	15	NUT LINKAGE BREAKER RESET CAT MINER	46.95	USD
20032903	15	NUT LINKAGE BREAKER RESET CAT MINER	4.05	USD
20032904	15	BOLT LINKAGE BREAKER RESET CAT MINER	14.85	USD
20032905	10	BUSHING LINKAGE BREAKER RESET CAT MINER	305.20	USD
20032908	4	SCR HEAT SINK (A12000-1D) LA HAULER	341.02	USD
20032909	2	FUSE (A12000-1N) LA HAULER FWX-800A/250V	218.47	USD
20032917	16	ROLLER CABLE CAT BOLTER LEVELWIND	838.40	USD
20032918	1	PIN ROLLER LEVELWIND CAT BOLTER	309.24	USD
20032919	2	PIN ROLLER LEVELWIND CAT BOLTER	117.82	USD
20032920	2	ROLLER CABLE CAT BOLTER LEVELWIND	83.70	USD
20032926	2	STRAINER SUCTION CAT COAL HAULER	0.02	USD
20032963	3	KIT LED CONVERSION (UC485668)	551.73	USD
20032965	2	SHUNT TRIP 120V CAT MINER CB1 BREAKER	665.27	USD
20033051	3	GAS CALIBRATE CHAMBER MX6	537.58	USD
20033246	4	TUBE DUST BOX CAT BOLTER	904.44	USD
20033337	1	BASE LUG HOSE GUIDE CAT CAR	206.30	USD
20033388	1	CLEVIS MAIN BREAKER RESET CAT MINER	173.03	USD
20033389	1	SHAFT MAIN BREAKER RESET CAT MINER	471.93	USD
20033390	4	NUT HEX MAIN BREAKER CAT MINER	4.20	USD
20033767	1	PIPE FLEX	160.04	USD
20033768	1	GASKET (FLEX PIPE TO MANIFOLD)	17.70	USD
20034068	1	ASSEMBLY HANDLE BOOM VALVE CAT BOLTER	67.14	USD
20034226	1	BOLT E-STOP BUTTON CAT MINER	0.27	USD
20034227	1	SPRING E-STOP BUTTON CAT MINER	15.96	USD
20034287	4	SWITCH SAFETY LIMIT	322.24	USD
20034306	3	ADAPTER GREASE CAT TRACK CYLINDER	275.28	USD
20034317	12	SET SHIM CAT HAULER REDUCER	63.60	USD
20034347	10	CAP END COVER VALVE BANK CAT EQUIPMENT	181.90	USD
20034348	8	SPRING VALVE BANK CAT EQUIPMENT	29.44	USD
20034349	10	BOLT STRIPPER VALVE BANK CAT EQUIPMENT	79.40	USD
20034350	18	GUIDE SPRING VALVE BANK CAT EQUIPMENT	171.36	USD
20034372	1	ENCLOSURE XP LITTLE BLUE DISPLAY MINER	317.50	USD
20034429	1	MOUNT CANOPY CAT CAR	279.84	USD
20034430	2	PIN CANOPY CAT CAR	155.82	USD
20034469	1	PINION INPUT TRAM MOTOR CAT CAR	649.85	USD
20034470	2	WASHER INPUT TRAM MOTOR CAT CAR	45.28	USD
20034486	3	DIODE LIGHT LIMTING CAT BOLTER	8.82	USD
20034550	1	pulley belt 36x69x129x9-1/2 (4499591)	38,532.06	USD
20034787	1	TUBE CANOPY LH INNER CAT BOLTER	1,260.46	USD
20034823	2	ADAPTER HYD. CAT MINER SHEAR SPECIAL	131.82	USD
20034966	2	KIT CLAMP FOOTSHAFT CAT MINER	3,014.64	USD
20034967	3	COUPLING DRIVE FOOTSHAFT CAT MINER	-	USD
20035240	1	MOTOR CLASS B 1500HP 185A MOD (REPAIRED)	27,200.00	USD
20035259	13	JUMPER COPPER CAT CAR BREAKER	172.25	USD
20035302	1	CONTACTOR 610 AMP 1500 VOLT	3,800.11	USD
20035306	3	POWER SUPPLY PS15 UPS	13,104.00	USD
20035434	1	HUB COUPLING 1110T10	577.79	USD
20035435	1	HUB COUPLING 1110T10	577.78	USD
20035436	1	COVER AND GRID ASSY 1110T10	927.97	USD
20035535	1	LEVER STEERING CABLE CAT COAL HAULER	559.38	USD
20035537	4	CLEVIS STEER & BRAKE CABLE CAT HAULER	35.49	USD
20035724	1	ROLLER FLUTED CROWN TAIL 5-15/16 BUSH	9,005.76	USD
20035734	2	U-JOINT	121.33	USD
20035735	2	U-JOINT	271.34	USD
20035736	1	CARTRIDGE DIRECTIONAL	253.45	USD
20036326	12	FILTER (DUST PUMP) (20 PER PACKAGE)	1,899.52	USD
20036566	1	BEARING TAIL PAN CAT FEEDER	1,588.28	USD
20036572	1	ADAPTER PISTON ROD CAT FEEDER	125.94	USD
20036580	6500	BOLT CABLE .6X9' 3' S.T.STEEL & 1" BULB	67,925.00	USD
20036586	2	TUBE PRE-CUT PDM	148.40	USD
20036710	2	MOTOR 48V TRAM	1,300.00	USD
20036790	1	SHAFT BUSHING PUMP TO MOTOR COUPLER	849.55	USD
20036931	1	BATTERY PACK CPDM DUST PUMP	0.01	USD
20036953	1	SOLENOID 24 VOLT DC	2,035.33	USD
20037071	1	ASSY. CORD CHARGER/PDM INTERFACE	473.02	USD
20001519	5000	N/A	14,750.00	USD

Armstrong Energy, Inc.
Schedule 2.2(b)(iv)
Transferred Equipment
Part and Supply Inventory List
Book Value as of 10/31/2017

Material #	Total Stock	Description	Total Value	Crcy
20001521	7250	N/A	17,690.00	USD
20002024	5500	N/A	5,221.18	USD
20003915	3500	N/A	3,970.94	USD
20019784	5000	N/A	5,969.61	USD
20019788	11250	N/A	13,162.50	USD
20022600	12	N/A	2,368.17	USD
20022601	43	N/A	4,015.95	USD
20022602	58	N/A	2,663.34	USD
20022603	16	N/A	935.84	USD
20025642	1	N/A	187.55	USD
20027318	1000	N/A	11,580.00	USD
20028335	1	N/A	7,031.09	USD
20036248	6500	N/A	9,229.97	USD
20036580	3000	N/A	31,350.00	USD
Total Part and Supply Inventory Value			9,153,924.05	
Allowance for Obsolescence			(1,325,648.37)	
Total Part and Supply Inventory Net Book Value			\$ 7,828,275.68	

Armstrong Energy, Inc.
Schedule 2.2(g)
Excluded Contracts

Hedge Contracts

Customer	Delivery Month	Quantity (in Gallons)	Price (per Gallon)	Product	Service Charge
Heritage Petroleum, LLC ¹	Jan-Dec 2017	700,000	1.665	DULS	N/A

Farm Leases

Asset	Notes
Gibraltar Surface (Describe at DB 399 PG 83)	Lease between Armstrong Coal Company, Inc. and Wallace Slinker in Muhlenberg County is set to expire 12/31/2017
South of Dock (Described at DB 381 P 467)	Lease between Armstrong Coal Company, Inc. and Gary Iglehart in Ohio County is set to expire 12/31/2017
South of Dock (Described at DB 381 P 467)	Lease between Armstrong Coal Company, Inc. and Mike Stenberg in Ohio County is set to expire 12/31/2017
Sheffield Lane Property (Described at DB 393, PG 36)	Lease between Armstrong Coal Company, Inc. and Gary Iglehart in Ohio County is set to expire 12/31/2017
Geary/Hurst Property (Described at DB 373 P 514)	Lease between Armstrong Coal Company, Inc. and Dennie L. and Shelia C. Grider in Ohio County is set to expire 12/31/2017
Pearson Farm - Ken (Described at DB 389, PG 265 & 268)	Lease between Armstrong Coal Company, Inc. and Mike Stenberg in Ohio County is set to expire 12/31/2017
Dortsch Farm - Ken (Described at DB 386, PG 349)	Lease between Armstrong Coal Company, Inc. and Mike Stenberg in Ohio County is set to expire 12/31/2017
Dortsch Farm - Ken (Described at DB 386, PG 349)	Lease between Armstrong Coal Company, Inc. and Dale Westerfield d/b/a Westerfield Farms in Ohio County is set to expire 12/31/2017
Brown/Shelton - Ken (Described at DB PG 349)	Lease between Armstrong Coal Company, Inc. and Mike Stenberg in Ohio County is set to expire 12/31/2017
Dortsch Farm - Ken (Described at DB 387 P 167, DB 387 P 162, and DB 390 P 427))	Lease between Armstrong Coal Company, Inc. and Dale Westerfield d/b/a Westerfield Farms in Ohio County is set to expire 12/31/2017
K. Brown Farm - Ken (Described at DB 386 PG 279 and 282)	Lease between Armstrong Coal Company, Inc. and Mike Stenberg in Ohio County is set to expire 12/31/2017
Dock (Described at DB 365 PG 375)	Lease between Armstrong Coal Company, Inc. and Gary Iglehart in Ohio County is set to expire 12/31/2017
Hazel Ray Farm (PVA #68-05) - 117 acres (Same as DB 353, PG 567-570)	Lease between Armstrong Coal Company, Inc. and Ray & Roger Wells in Union County is set to expire 12/31/2017
8 acres of PVA #69-11	Lease between Armstrong Coal Company, Inc. and White Farms in Union County is set to expire 3/29/2019

1. Contract should not be binding at the time of the expected closing

Armstrong Energy, Inc.
Schedule 2.3(t)
Excluded Assets
Book Value as of 10/31/2017

Asset	Balance	Notes
Cash	26,625,706.24	
Accounts Receivable	14,006,545.21	
<u>Other Assets</u>		
TECO Claim	TBD	Any negotiation, suit or settlement with respect to any dispute involving the Coal Purchase Agreement between Armstrong Coal Sales, LLC and Tampa Electric Company
Heritage Petroleum Fuel Hedge	N/A	Hedge contract that expires at the end of 2017. See schedule 5.10 for additional detail
Non Trade Accounts Receivable	102,087.47	Primarily consists of Kentucky industrial revitalization act tax credits
Federal Income Tax Receivable	60,496.15	Tax Receivable
State Income Tax Receivable	27,667.00	Tax Receivable
Surety Bond Collateral	6,001,864.38	Cash Collateral
Total Excluded Other Assets	6,192,115.00	
<u>Deposits</u>		
Retained Financial Deposit	1,078,867.00	Portion of the Caterpillar lease as defined in the Transaction Agreement
Atmos Energy	656.00	Utility Deposit
Kenergy	1,896,236.71	Utility Deposit
Kentucky Utilities	98,060.42	Utility Deposit
Banc of America Leasing and Capital LLC	180,000.00	Aircraft Deposit
Tennessee Valley Authority	3,750,000.00	Deposit
Total Excluded Deposits	7,003,820.13	
<u>Expiring Farm Leases</u>		
Gilbraltar Surface (Describe at DB 399 PG 83)		Lease between Armstrong Coal Company, Inc. and Wallace Slinker in Muhlenberg County is set to expire 12/31/2017
South of Dock (Described at DB 381 P 467)		Lease between Armstrong Coal Company, Inc. and Gary Iglehart in Ohio County is set to expire 12/31/2017
South of Dock (Described at DB 381 P 467)		Lease between Armstrong Coal Company, Inc. and Mike Stenberg in Ohio County is set to expire 12/31/2017
Sheffield Lane Property (Described at DB 393, PG 36)		Lease between Armstrong Coal Company, Inc. and Gary Iglehart in Ohio County is set to expire 12/31/2017
Geary/Hurst Property (Described at DB 373 P 514)		Lease between Armstrong Coal Company, Inc. and Dennie L. and Shelia C. Grider in Ohio County is set to expire 12/31/2017
Pearson Farm - Ken (Described at DB 389, PG 265 & 268)		Lease between Armstrong Coal Company, Inc. and Mike Stenberg in Ohio County is set to expire 12/31/2017
Dortsch Farm - Ken (Described at DB 386, PG 349)		Lease between Armstrong Coal Company, Inc. and Mike Stenberg in Ohio County is set to expire 12/31/2017
Dortsch Farm - Ken (Described at DB 386, PG 349)		Lease between Armstrong Coal Company, Inc. and Dale Westerfield d/b/a Westerfield Farms in Ohio County is set to expire 12/31/2017
Brown/Shelton - Ken (Described at DB PG 349)		Lease between Armstrong Coal Company, Inc. and Mike Stenberg in Ohio County is set to expire 12/31/2017
Dortsch Farm - Ken (Described at DB 387 P 167, DB 387 P 162, and DB 390 P 427))		Lease between Armstrong Coal Company, Inc. and Dale Westerfield d/b/a Westerfield Farms in Ohio County is set to expire 12/31/2017
K. Brown Farm - Ken (Described at DB 386 PG 279 and 282)		Lease between Armstrong Coal Company, Inc. and Mike Stenberg in Ohio County is set to expire 12/31/2017
Dock (Described at DB 365 PG 375)		Lease between Armstrong Coal Company, Inc. and Gary Iglehart in Ohio County is set to expire 12/31/2017
Hazel Ray Farm (PVA #68-05) - 117 acres (Same as DB 353, PG 567-570)		Lease between Armstrong Coal Company, Inc. and Ray & Roger Wells in Union County is set to expire 12/31/2017
8 acres of PVA #69-11		Lease between Armstrong Coal Company, Inc. and White Farms in Union County is set to expire 3/29/2019
<u>Professional Fee Retainers</u>		
Maeva Group Retainer Fee	375,000.00	Professional Fee Retainer
P,W,R,W &G Retainer Fee	75,000.00	Professional Fee Retainer
Kirkland & Ellis Retainer Fee	600,000.00	Professional Fee Retainer
Donlin, Recano & Co	25,000.00	Professional Fee Retainer
DBL Retainer Fee	10,000.00	Professional Fee Retainer
FTI Consulting Retainer	320,000.00	Professional Fee Retainer
Armstrong Teasdale Retainer	100,000.00	Professional Fee Retainer
Dickinson Wright	5,000.00	Professional Fee Retainer
Carmody Macdonald	25,000.00	Professional Fee Retainer
Ernst & Young	30,000.00	Professional Fee Retainer
Bingham Greenbaum Doll, LLP	1,000.00	Professional Fee Retainer - Related to the retention of individual counsel for U.S. Attorney investigation
Total Excluded Retainers ¹	1,566,000.00	
Total Excluded Assets	55,394,186.58	

1. Retainers remain subject to change & revision pending reconciliation with each professional firm

Armstrong Energy, Inc.
Schedule 5.18(a)
Material Assets Not Transferred
Book Value as of 10/31/2017

Assets or rights not being transferred that are necessary to conduct the business and own and operate the transferred assets. ¹

Asset	Balance	Notes
Surety Bond Collateral	6,001,864.38	Cash Collateral
Retained Financial Deposit	1,078,867.00	Portion of the Caterpillar lease as defined in the Transaction Agreement
Atmos Energy	656.00	Utility Deposit
Kenergy	1,896,236.71	Utility Deposit
Kentucky Utilities	98,060.42	Utility Deposit
Tennessee Valley Authority	3,750,000.00	Deposit
Total Excluded Deposits	12,825,684.51	

1. In addition to the items listed above, please cross reference with the schedule 2.3(t) for the entire list of Excluded Assets