

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

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

PLAN SUPPLEMENT TO DEBTORS' FIRST AMENDED JOINT CHAPTER 11 PLAN

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) submit this plan supplement (this “Plan Supplement”) in support of, and in accordance with, the *Debtors’ First Amended Joint Chapter 11 Plan* [Docket No. 219] (as may be amended, supplemented, or modified from time to time, the “Plan”). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan. The documents contained in this Plan Supplement are integral to, part of, and incorporated by reference into the Plan. These documents have not yet been approved by the Bankruptcy Court. If the Plan is confirmed by the Bankruptcy Court, the documents contained in this Plan Supplement will be approved by the Bankruptcy Court pursuant to the Confirmation Order.

Contents

This Plan Supplement contains the following documents, each as may be amended, modified, or supplemented from time to time by the Debtors in accordance with the Plan as set forth below:

Exhibit A: Schedule of Assumed Executory Contracts and Unexpired Leases and Assumed Executory Contracts and Unexpired Leases Assigned to NewCo.

Exhibit B: Identity and Compensation of the Plan Administrator.

Exhibit C: Amounts of the Distribution Reserve Accounts.

Exhibit D: Wind-Down Budget.

Exhibit E: Schedule of Retained Causes of Action.

Exhibit F: HoldCo/NewCo Documentation.

Certain documents, or portions thereof, contained in this Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

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St. Louis, Missouri
Dated: January 5, 2018

/s/ Richard W. Engel, Jr.

Richard W. Engel, Jr. (MO 34641)
Erin M. Edelman (MO 67374)
John G. Willard (MO 67049)
ARMSTRONG TEASDALE LLP
7700 Forsyth Boulevard, Suite 1800
St. Louis, Missouri 63105
Telephone: (314) 621-5070
Facsimile: (314) 621-2239
Email: rengel@armstrongteasdale.com
eedelman@armstrongteasdale.com
jwillard@armstrongteasdale.com

- and -

James H.M. Sprayregen, P.C.
Ross M. Kwasteniet, P.C. (admitted *pro hac vice*)
William A. Guerrieri (admitted *pro hac vice*)
Travis M. Bayer (admitted *pro hac vice*)
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
300 North LaSalle
Chicago, Illinois 60654
Telephone: (312) 862-2000
Facsimile: (312) 862-2200
Email: james.sprayregen@kirkland.com
ross.kwasteniet@kirkland.com
will.guerrieri@kirkland.com
travis.bayer@kirkland.com

-and-

Jonathan S. Henes, P.C.
KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: jonathan.henes@kirkland.com

Counsel to the Debtors

Exhibit A

**SCHEDULE OF ASSUMED EXECUTORY CONTRACTS
AND UNEXPIRED LEASES AND ASSIGNED CONTRACTS AND ASSUMED
EXECUTORY CONTRACTS AND UNEXPIRED LEASES ASSIGNED TO NEWCO¹**

The Debtors reserve the right to alter, amend, modify, or supplement the Schedule of Assumed Executory Contracts and Unexpired Leases, attached hereto as **Exhibit A-1**, and the Schedule of Assumed Executory Contracts and Unexpired Leases Assigned to NewCo, attached hereto as **Exhibit A-2**, in accordance with the Plan.

Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Schedule of Assumed Contracts and Unexpired Leases or the Schedule of Assumed Executory Contracts and Unexpired Leases Assigned to NewCo, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that the Debtors or Post-Effective Date Debtor, as applicable, have any liability thereunder. If there is a dispute regarding whether a contract or lease is or was executory or unexpired at the time of assumption or rejection, the Debtors, or, after the Effective Date, the Plan Administrator, shall have 90 days following entry of a Final Order resolving such dispute to alter their treatment of such contract or lease as otherwise provided in the Plan. For the avoidance of doubt, any Cure Cost listed in connection with an Executory Contract or Unexpired Lease applies to all obligations outstanding under such Executory Contract or Unexpired Lease, regardless of whether such amount is allocable among multiple counterparties.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Debtors' First Amended Joint Chapter 11 Plan* [Docket No. 219].

Exhibit A-1

Schedule of Assumed Executory Contracts and Unexpired Leases

Contract	Debtor(s)	Counterparties	Cure Costs
Commercial Automobile Insurance Policy, dated March 31, 2017	Armstrong Energy, Inc. <i>et al.</i>	American Guarantee & Liability Insurance Co.	\$0
Commercial General Liability Insurance Policy, dated March 31, 2017	Armstrong Energy, Inc. <i>et al.</i>	American Guarantee & Liability Insurance Co.	\$0
Commercial Umbrella Insurance Policy, dated March 31, 2017	Armstrong Energy, Inc. <i>et al.</i>	American Guarantee & Liability Insurance Co.	\$0
Property & Inland Marine Insurance Policy, dated March 1, 2017	Armstrong Energy, Inc. <i>et al.</i>	Travelers Property & Casualty Co. of America	\$0
Workers Compensation Insurance Policy, dated March 1, 2017	Armstrong Energy, Inc. <i>et al.</i>	American Zurich Insurance Company	\$0
Aircraft Policy dated March 1, 2017	Armstrong Energy, Inc. <i>et al.</i>	National Union Fire Insurance Company of Pittsburgh, PA	\$0
Employment Practices Liability / Fiduciary Liability	Armstrong Energy, Inc. <i>et al.</i>	QBE Insurance Corporation	\$0
Directors & Officers Liability	Armstrong Energy, Inc. <i>et al.</i>	QBE Insurance Corporation	\$0
Directors & Officers Liability (tail)	Armstrong Energy, Inc. <i>et al.</i>	QBE Insurance Corporation	\$0
Side A Difference-in-Conditions Directors & Officers Liability Insurance Policy, dated August 20, 2016	Armstrong Energy, Inc. <i>et al.</i>	Old Republic Insurance Company	\$0
Side A Difference-in-Conditions Directors & Officers Liability Insurance Policy, dated August 20, 2016 (tail)	Armstrong Energy, Inc. <i>et al.</i>	Old Republic Insurance Company	\$0
Excess Side A Difference-in-Conditions Directors & Officers Liability	Armstrong Energy, Inc. <i>et al.</i>	Starr Indemnity & Liability Company	\$0
Excess Side A Difference-in-Conditions Directors & Officers Liability (tail)	Armstrong Energy, Inc. <i>et al.</i>	Starr Indemnity & Liability Company	\$0
Restructuring Support Agreement, dated October 5, 2017	Armstrong Energy, Inc. <i>et al.</i>	Supporting Holders of the Company's 11.75% Senior Secured Notes due 2019; Knight Hawk Holdings, LLC; Rhino Resource Partners Holdings LLC; Thoroughbred Resources, L.P.	\$0

Contract	Debtor(s)	Counterparties	Cure Costs
Transaction Agreement dated as of November 1, 2017, including all exhibits and schedules thereto, as the same may be amended, modified, or supplemented from time to time.	Armstrong Energy, Inc. <i>et al.</i>	Supporting Senior Noteholders; Knight Hawk	\$0

Exhibit A-2

Schedule of Assumed Executory Contracts and Unexpired Leases Assigned to NewCo

Contract	Debtor	Counterparty	Cure Costs
Purchase and Sale Agreement dated December 3, 2012	Armstrong Coal Company, Inc.	Kentucky Utilities Company	\$0
Coal Supply Agreement, dated September 1, 2015, as amended (Contract # J16017)	Armstrong Coal Sales, LLC	Louisville Gas & Electric Company / Kentucky Utilities Company	\$0
Coal Supply Agreement, dated September 1, 2016, as amended (Contract # J18002)	Armstrong Coal Sales, LLC	Louisville Gas & Electric Company / Kentucky Utilities Company	\$0
Coal Supply Agreement, dated January 1, 2013 (Contract # J14004), as amended by that Amendment No. 1, dated October 29, 2013	Armstrong Coal Company, Inc.	Louisville Gas & Electric Company / Kentucky Utilities Company	\$0
Coal Supply Agreement, dated January 1, 2014, as amended (Contract # J14010)	Armstrong Coal Company, Inc.	Louisville Gas & Electric Company / Kentucky Utilities Company	\$0
Coal Supply Agreement, dated September 1, 2014 (Contract # J16003)	Armstrong Coal Company, Inc.	Louisville Gas & Electric Company / Kentucky Utilities Company	\$0
Master Agreement for the Sale and Purchase of Coal, dated December 15, 2015	Armstrong Coal Company, Inc.	Duke Energy Carolinas, LLC	\$0
Amended Master Agreement for the Sale and Purchase of Coal, as amended April 6, 2017	Armstrong Coal Company, Inc.	Duke Energy Carolinas, LLC	\$0
Master Agreement for the Sale and Purchase of Coal, dated December 15, 2015	Armstrong Coal Sales, LLC	Duke Energy Kentucky, Inc.	\$0
Amended Master Agreement for the Sale and Purchase of Coal, as amended June 29, 2017	Armstrong Coal Sales, LLC	Duke Energy Kentucky, Inc.	\$0
Confirmation Agreement	Armstrong Coal Sales, LLC	Duke Energy Kentucky, Inc.	\$0
Coal Purchase Confirmation dated June 27, 2017	Armstrong Coal Sales, LLC	Duke Energy Kentucky, Inc.	\$0

Contract	Debtor	Counterparty	Cure Costs
Spot Coal Confirmation for Agreement for the Sale and Purchase of Coal, dated July 2, 2014		Duke Energy Kentucky, Inc.	\$0
Contract for the Purchase and Sale of Coal, dated July 21, 2014, Inc., as amended by that Contract Amendment 1, dated September 22, 2015, Contract Amendment 2, dated November 24, 2015, Contract Amendment 3, dated November 24, 2015, Contract Amendment 4, dated January 5, 2016, Contract Amendment 5, dated April 4, 2016, Contract Amendment 6, dated August 24, 2016, Contract Amendment 7, dated September 22, 2016, Contract Amendment 8, dated November 21, 2016, Contract Amendment 9, dated January 1, 2016, Contract Amendment 10, dated October 13, 2017, Contract Amendment 11, dated December 1, 2017, and Contract Amendment 12, dated December 18, 2017	Armstrong Coal Company, Inc.	Tennessee Valley Authority	\$0
Contract for the Purchase and Sale of Coal, dated September 28, 2017	Armstrong Coal Sales, LLC	Tennessee Valley Authority	\$0
Contract for the Purchase and Sale of Coal, dated September 13, 2017	Armstrong Coal Sales, LLC	Trafigura Trading LLC	\$0
Contract for the Purchase and Sale of Coal, dated January 12, 2016	Armstrong Coal Sales, LLC	Owensboro Municipal Utilities	\$0
Contract for the Purchase and Sale of Coal, dated September 5, 2017	Armstrong Coal Sales, LLC	Armstrong Resources Management Corp.	\$0
Contract for the Purchase and Sale of Coal, dated March 1, 2017, as amended by that Amendment No. 1 dated April 1, 2017	Armstrong Coal Sales, LLC	Armstrong Resources Management Corp.	\$0
General Services Agreement, dated August 19, 2016	Armstrong Coal Company, Inc.	Fenner Dunlop Conveyor Systems and Services, LLC	\$0
General Services Agreement, dated March 1, 2017	Armstrong Coal Company, Inc.	General Mine Contracting, Inc.	\$1,119

Contract	Debtor	Counterparty	Cure Costs
General Services Agreement, dated March 3, 2017	Armstrong Coal Company, Inc.	Glass Doctor of Evansville	\$0
General Services Agreement, dated April 12, 2017	Armstrong Coal Company, Inc.	Home Oil & Gas Company, Inc.	\$55,189
General Services Agreement, dated March 7, 2017	Armstrong Coal Company, Inc.	Madisonville Tire	\$70,028
General Services Agreement, dated August 19, 2016	Armstrong Coal Company, Inc.	Veyance Industrial Services, Inc.	\$13,162
Installment Sale Contract, dated May 14, 2016	Armstrong Coal Company, Inc.	Caterpillar Financial Services Corporation	\$970,042
Installment Sale Contract, dated May 13, 2016	Armstrong Coal Company, Inc.	Caterpillar Financial Services Corporation	See above
Installment Sale Contract, dated December 31, 2015	Armstrong Coal Company, Inc.	Caterpillar Financial Services Corporation	See above
Installment Sale Contract, dated October 7, 2015	Armstrong Coal Company, Inc.	Caterpillar Financial Services Corporation	See above
Installment Sale Contract, dated July 15, 2015	Armstrong Coal Company, Inc.	Caterpillar Financial Services Corporation	See above
Installment Sale Contract, dated April 24, 2015	Armstrong Coal Company, Inc.	Caterpillar Financial Services Corporation	See above
Installment Sale Contract, dated July 8, 2015	Armstrong Coal Company, Inc.	Caterpillar Financial Services Corporation	See above
Agreement for Electrical Service, dated November 16, 2008	Armstrong Coal Company, Inc.	Kenergy Corp	\$0
Agreement for Electrical Service, dated May 5, 2009	Armstrong Coal Company, Inc.	Kenergy Corp	\$0
Agreement for Electrical Service, dated October 8, 2007	Armstrong Coal Company, Inc.	Kenergy Corp	\$0
Agreement for Electrical Service, dated September 27, 2010	Armstrong Coal Company, Inc.	Kenergy Corp	\$0
Construction and Services Agreement, dated June 22, 2012, as amended, dated December 31, 2012	Armstrong Coal Company, Inc.	Overland Conveying Systems, LLC	\$0
General Indemnity Agreement, dated June 1, 2011	Armstrong Coal Company, Inc., <i>et al.</i>	Bond Safeguard Insurance Company and/or Lexon Insurance Company	\$0
Corporate Textile Rental Service Agreement, dated December 23, 2016	Armstrong Coal Company, Inc.	Unifirst Corporation, and its designated subsidiaries and affiliates	\$53,005

Contract	Debtor	Counterparty	Cure Costs
Fixed Forward Contract, dated July 21, 2015	Armstrong Coal Company, Inc.	Heritage Petroleum, LLC	\$212,549
Construction and Services Agreement, dated December 17, 2007, as amended by that First Addendum, and as amended by that Second Addendum, dated June 30, 2016.	Armstrong Coal Company, Inc.	Wabash Marine, Inc.	\$73,951
Services Agreement, dated July 1, 2010, as amended by that First Addendum, dated June 3, 2016, Second Addendum, dated February 27, 2015, and Third Addendum, dated June 3, 2016.	Armstrong Logistic Services, LLC	Wabash Marine, Inc.	\$46,380
Haulage Services Agreement, dated July 1, 2010, as amended by that undated First, Second Addendum, dated February 27, 2015 and Third Addendum, dated June 30, 2016	Armstrong Logistic Services, LLC	Wabash Marine, Inc.	See above
Consigned Stock Agreement, dated May 17, 2017	Armstrong Coal Company, Inc.	Whayne Supply Company	\$55,379
Master Service Agreement No. 2522, dated October 13, 2014, as amended by that Amendment 1 to Schedule A dated June 12, 2015	Armstrong Energy, Inc.	OnX Managed Services Inc.	\$0
National/Major Account Agreement, dated March 3, 2013	Armstrong Coal Company, Inc.	Verizon Wireless	\$124
All Royalty Agreements set forth on Schedule 1.1C to the Transaction Agreement	See Schedule 1.1C attached below		\$1,603,949
All Leases and Surface Interests identified on Schedule 2.2(b)(ii) to the Transaction Agreement	See Schedule 2.2(b)(ii) attached below		

Armstrong Energy, Inc.
Schedule 1.1(c)
Royalty Agreements
Armstrong-Thoroughbred Leases & Subleases Summary

<u>Muhlenberg County, Kentucky</u> ¹	Description
Jacob's Creek – Sunnyside (part) – Hillside – Cypress Creek – Nelson Creek	- Coal Mining Lease among Western Diamond LLC and Western Mineral Development, LLC, as Lessors, and Armstrong Coal Company, Inc., as Lessee, dated February 9, 2011, (a short form is of record at DB 551, pg 523 in Muhlenberg County, Kentucky).
Nelson Creek (part) – Sunnyside (part)	- Coal Mining Sublease among Western Diamond, LLC, Western Mineral Development, LLC and Armstrong Coal Company, Inc. dated February 9, 2011 (short form is of record in Deed Book 551, Page 565 in the Office of the Clerk of Muhlenberg County, Kentucky). - Amendment to Short Form Coal Mining Sublease among Western Diamond, LLC, Western Mineral Development, LLC, and Armstrong Coal Company, Inc. dated September 7, 2011 in Deed Book 555, page 426 in the Office of the Clerk of Muhlenberg County, Kentucky).
Parkway (part)	- Coal Mining Lease and Sublease among Western Land Company, LLC, Western Mineral Development, LLC and Armstrong Coal Company, LLC, dated February 9, 2011 (short form is of record in Deed Book 551, Page 607 in the Office of the Clerk of Muhlenberg County, Kentucky).
Parkway - #9 Coal and #9 Coal Mining Rights	- Coal Mining Lease and Sublease among Western Mineral Development, LLC and Armstrong Coal Company, Inc. dated October 1, 2014 (short form is of record in Deed Book 571, page 348, in the Office of the Clerk of Muhlenberg County, Kentucky).
CCLR #8 Coal Lease	- Coal Mining Sublease between Western Mineral Development, LLC and Armstrong Coal Company, Inc. dated October 1, 2014 (short form is of record in Deed Book 571, page 91 in the Office of the Clerk of Muhlenberg County, Kentucky)
#8 Leased Coal – Rogers Heirs	- Coal Mining Sublease between Western Mineral Development, LLC and Thoroughfare Mining, LLC dated October 1, 2014 (short form of which is of record in Deed Book 571, page 371 in the Office of the Clerk of Muhlenberg County, Kentucky).
Duncan Family Mineral, LLC	- Coal Mining Sublease between Western Mineral Development, LLC and Armstrong Coal Company, Inc. dated October 1, 2014 (short form is of record in Deed Book 571, page 101 in the Office of the Clerk of Muhlenberg County, Kentucky) – Duncan Heirs
Vogue (part) – Game Preserve – Paradise #9	- Coal Mining Lease and Sublease among Western Land Company, LLC, Western Mineral Development, LLC and Armstrong Coal Company, Inc. dated February 9, 2011 (short form is of record in Deed Book 551, Page 679 in the Office of the Clerk of Muhlenberg County, Kentucky).

<u>Ohio County, Kentucky</u>	Description
Fish & Wildlife	- Coal Mining Lease among Western Diamond, LLC, Western Mineral Development, LLC and Armstrong Coal, dated February 9, 2011 (short form is of record in Deed Book 388, Page 23 in the Office of the Clerk of Ohio County, Kentucky).
Rockport (part) – Lewis Creek (part)	- Coal Mining Lease among Western Diamond, LLC, Western Mineral Development, LLC and Armstrong Coal Company, Inc., dated February 9, 2011 (short form is of record in Deed Book 388, Page 99 in the Office of the Clerk of Ohio County, Kentucky).
West Fork – Midway (part) – Ben's Lick – Central Grove – McHenry – Rockport (part) – Ken Wye	- Coal Mining Lease among Western Land Company, LLC, Western Mineral Development, LLC and Armstrong Coal Company, Inc., dated February 9, 2011 (short form is of record in Deed Book 388, Page 183 in the Office of the Clerk of Ohio County, Kentucky).
Warden (part)	- Coal Mining Sublease between Ceralvo Holdings, LLC and Armstrong Coal Company, Inc., dated February 9, 2011 (short form is of record in Deed Book 388, Page 254 in the Office of the Clerk of Ohio County, Kentucky).
Big Run – East Fork (Kronos Warden) – Lewis Creek – Midway (part)	- Coal Mining Lease among Western Diamond, LLC, Western Mineral Development, LLC and Armstrong Coal Company, Inc., dated February 9, 2011 (short form is of record in Deed Book 388, Page 345 in the Office of the Clerk of Ohio County, Kentucky).
Elk Creek	- Coal Mining Lease and Sublease between Ceralvo Holdings, LLC and Armstrong Coal Company, Inc., dated February 9, 2011 (short form is of record in Deed Book 388, Page 421 in the Office of the Clerk of Ohio County, Kentucky).
Equality Boot	- Coal Mining Lease and Sublease among Western Land Company, LLC, Western Mineral Development, LLC and Armstrong Coal Company, Inc, dated February 9, 2011 (short form is of record in Deed Book 388, Page 496 in the Office of the Clerk of Ohio County, Kentucky).

<u>McLean County</u> ¹	Description
None	N/A

1. Excluded the Coal Mining Lease and Sublease dated as of February 28, 2014

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
Deed	3/31/13	Sara McCaskey, unmarried	Armstrong Coal Company, Inc.	BK353, PG567-570 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

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				
Instrument	Date	Lessor	Lessee	Recording info
Right-of-Way Easement Agreement	7/25/11	Sara McCaskey	Armstrong Coal Company, Inc.	BK345, PG222-229 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 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

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 conveyer
Deed of Conveyance	9/25/13	Armstrong Coal Company, Inc.	Darrell L. Thomas, Donna G. Thomas, Joseph Donald Thomas, Cheryl J. Thomas, William Raymond Thomas, Linda F. Thomas, J. William Richardson and Mariam T. Richardson	Book 355, Page 638	Same property previously acquired from Wells by deed dated 9/13/2015 Recorded DB355, PG520
Deed of Conveyance	10/2/13	Armstrong Coal Company, Inc.	Walter Reed White, John Ryan White, R. Jeremy White, J. Drew White and Dustin White	Book 355, Page 656	6.85 acres acquired from Alcoa dated 4/26/2013 Recorded DB353, PG726

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, 2018

G. Union County - Farm Leases

Lessor	Lessee	Property Description	Term
Armstrong Coal Company, Inc.	Jerrold and William Heppler	Agricultural/Pasture Lease	July 23, 2014 - July 23, 2019

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
Deed of Conveyance	10/2/13	Armstrong Coal Company, Inc.	Richard W. White, Robert S White, Walter Reed White, John Ryan White	DB287, PG 100 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
Special Warranty Deed	3/25/16	Mine Fab, LLC	Western Land Company, LLC	D579, pg722	Parkway Fab Shop property
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

B. Muhlenberg County - Owned Property - Coal

None

C. Muhlenberg County - Leased Property - Surface					
Instrument	Date	Lessor	Lessee	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, Inc.	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, Inc.	not recorded	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 Coal Company, Inc. 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
Surface Coal Mining Lease	12/21/00	James V. Richey, Odessa Richey, James Don Richey and Joy Lynn Richey	Peabody Coal Company	Unrecorded	Assigned to Western Diamond, LLC; Peabody Coal Company became Heritage Coal Company, LLC effective 12/13/07
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
Haulroad Easement	3/13/14	Talmar LLC and J. L. Rogers Family LLC	Armstrong Coal Company, Inc.	D 568 pg 537	Related to Parkway/Servant
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
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
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
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

Armstrong Energy, Inc.
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Muhlenberg County

Non-Exclusive Haul Road Easement Agreement	12/12/06	Central States Coal Reserves of Kentucky, LLC	Western Land Company, LLC	DB 524, PG534	Portion of DNR Permit No. 889-5012
Non-Exclusive Haul Road Easement Agreement	3/30/07	Central States Coal Reserves of Kentucky, LLC	Western Land Company, LLC	DB 527, PG441	Permitted Portion of Gibraltar Haul Road and Access Road

D. Muhlenberg County - Leased Property - Coal

Instrument	Date	Lessor	Lessee	Recording info	Notes
Coal Mining Lease	2/9/11	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 Coal Company, Inc. 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 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 Mineral Development	Armstrong Coal Company, Inc.	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 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
Quitclaim Deed	3/30/12	Western Mineral Development	Western Land Company	DB 557 pg 692	Parkway Surface (part) Subject to Extension of Right of First Refusal and Consent to Partition dated 1/18/2010 at Deed Book 546, Page 266

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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 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.
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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.
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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	7/2/12	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

Armstrong Energy, Inc.
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Ohio County

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
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
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; Pearl 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
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
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

Armstrong Energy, Inc.
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Ohio County

Deed	1/12/12	Roland C. Smith and wife, Golda Mae Smith	Armstrong Coal Company, Inc.	D393, PG100	Roland Smith Property - Lewis Creek
Corporation Special Warranty Deed	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

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	Lessor	Lessee	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 II & 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 - Lone Star/Center Prep
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 - Lewis Creek
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

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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
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, Jencinna 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

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Surface Property Lease	1/1/07	Western Land Company	Armstrong Coal Company, Inc.	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)
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 Mineral Development	Armstrong Coal Company, Inc.	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 Company, Inc.	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, Inc.	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 Mineral Development	Armstrong Coal Company, Inc.	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 Mineral Development	Armstrong Coal Company, Inc.	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, Inc.	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 Mineral Development	Armstrong Coal Company, Inc.	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, Inc.	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, Inc.	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 Mineral Development	Armstrong Coal Company, Inc.	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
Lone Star Road Agreement	11/13/14	Ohio County Fiscal Court	Armstrong Coal Company, Inc.	Unrecorded	Lone Star Haul Road - Hickory Ridge
Right of Way Agreement	11/12/14	Mabrey Family	Armstrong Coal Company, Inc.	Unrecorded	Hickory Ridge - Access Road
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

Armstrong Energy, Inc.
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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
Ohio County Fiscal Court Motion	3/27/12	Ohio County Fiscal Court			Approval to close a portion of Matanzas Road
Non-Exclusive Haul Road Easement	5/31/07	Beaver Dam Coal Company, LLC	Western Diamond, LLC	DB368, PG118	Walton Creek Haul Road
Consent to Erect and Install	11/8/10	Big Rivers Electric Coporation	Armstrong Coal Company, Inc.	Unrecorded	Electric Service at Lewis Creek Mine
Non-Exclusive Haul Road Easement	5/30/07	Beaver Dam Coal Company, LLC	Western Land Company, LLC	DB367, PG74	Walton Creek Haul Road
Non-Exclusive Haul Road Easement	10/19/07	Central States Coal Reserves of Kentucky, LLC	Western Land Company, LLC	DB371, PG19	Center Preparation Plant Haul Road
Assignment of Exclusive Water Line Easement	5/31/07	Ohio County Coal Company, LLC	Western Diamond, LLC	DB368, PG13	Holladay Waterline Easement
Assignment Agreement	3/30/07	Beaver Dam Coal Company, LLC	Western Land Company, LLC	Unrecorded	Balefill
Easement Agreement	9/14/11	Big Rivers Electric Corporation	Armstrong Coal Company, Inc.	D391, PG436	Haul Road Easement over Rail Spur

D. Ohio County - Leased Property - Coal

Instrument	Date	Lessor	Lessee	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
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	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

Armstrong Energy, Inc.
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Ohio County

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
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

Armstrong Energy, Inc.
Schedule 2.2(b)(ii)
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Ohio County

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, Inc.	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, Inc.	Short Form of Coal Mining Lease 2/9/11 DB 388, pg 345	Elk Creek/Matanzas (with No. 9 coal)
Coal Mining Lease and Sublease	2/9/2011	Western Land Co & Western Mineral Development	Armstrong Coal Company, Inc.	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, Inc.	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, Inc.	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, Inc.	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, Inc.	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, Inc.	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, Inc.	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 and Partial Interest in Terteling	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 Houghes 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

Armstrong Energy, Inc.
Schedule 2.2(b)(ii)
Transferred Owned Real Property
Ohio County

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	
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	
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	
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	

Armstrong Energy, Inc.
Schedule 2.2(b)(ii)
Transferred Owned Real Property
Ohio County

Special Warranty Deed	5/2/16	Armstrong Coal Company, Inc.	Virginia L. Staude	DB 420, PG3
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
Assignment Agreement	12/8/09	CSX Transportation, Inc.	Armstrong Coal Company, Inc.	Unrecorded
Memorandum of Agreement	1/13/15	Malcolm S. J. Barnes	Western Diamond, LLC & Armstrong Coal Company, Inc.	MC77, PG668
Reciprocal Mining Agreement	5/31/2007 (effective 11/20/06)	Central States Coal Reserves of Kentucky, LLC & Beaver Dam Coal Company	Western Diamond, LLC	DB368, PG61
Reciprocal Mining Agreement	3/31/08	Cyprus Creek Land Resources, LLC & Cyprus Creek Land Company	Ceralvo Holdings, LLC	DB373, PG419
Reciprocal Mining Agreement	4/1/08	Central States Coal Reserves of Kentucky, LLC & Beaver Dam Coal Company	Western Diamond, LLC	DB373, PG473
Deed of Conveyance	7/21/12	Billy D. Geary Jr.	Armstrong Coal Company, Inc.	Reserved and easement of ingress and egress DB395, PG504

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
None
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
None
F. St. Louis (MO) County - Other Third Party Conveyances/Rights
None
G. St. Louis (MO) County - Farm Leases
None

Exhibit B

**IDENTITY OF THE PLAN ADMINISTRATOR
AND FORM OF PLAN ADMINISTRATOR AGREEMENT¹**

The Plan Administrator shall be the Debtors' Chief Restructuring Officer.

Certain documents, or portions thereof, contained in this **Exhibit B** and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Debtors' First Amended Joint Chapter 11 Plan* [Docket No. 219].

PRIVATE & CONFIDENTIAL

January [], 2018

Re: Armstrong Energy, Inc. *et. al.*, Plan Administrator

1. **Introduction**

This letter confirms that we, FTI Consulting, Inc. (“FTI”), have been retained by you, Armstrong Energy, Inc. (collectively with the “Company”, the “Debtors”), to provide certain Plan Administrator services (the “Services”) set out below to the Debtors. This letter of engagement (the “Engagement”) and the related Standard Terms and Conditions constitute the engagement contract (the “Engagement Contract”) pursuant to which the Services will be provided.

2. **Scope of Services**

FTI will provide the following plan administrator services pursuant to the Debtors’ First Amended Joint Chapter 11 Plan (as may be amended, modified, or supplemented, the “Plan”)¹ and Order of the United States Bankruptcy Court for the Eastern District of Missouri (the “Bankruptcy Court”) confirming the Plan, dated as of February [2], 2018 (the “Confirmation Order”):

In connection with this engagement, FTI shall make available to the Company Alan Boyko, a Senior Managing Director in FTI’s Corporate Finance and Restructuring Practice to serve in the role of Plan Administrator for the Debtors (the “Plan Administrator”), subject to FTI’s internal approval from its risk management team, confirmation that the Company has a Directors and Officers Liability insurance policy in accordance with section 6.3 of the FTI Standard Terms and Conditions attached hereto. The Plan Administrator shall devote such time to the performance of his services hereunder as he determines appropriate in his discretion. The Plan Administrator hereby accepts its employment and appointment as the Plan Administrator. The duties of the Plan Administrator, as well as any additional Hourly Temporary Staff (as defined below), shall be consistent with the Services (defined below). Without limiting the foregoing, the Plan Administrator, as well as any Hourly Temporary Staff, shall work with other professionals, to provide the Services.

In addition to providing the Plan Administrator, FTI may also provide the Debtors with additional staff (the “Hourly Temporary Staff” and, together with the Plan Administrator, the “FTI Professionals”), subject to the terms and conditions of this Agreement. The Hourly Temporary Staff may be assisted by or replaced by other FTI professionals reasonably satisfactory to the Plan Administrator, as required, who shall also become Hourly Temporary Staff for purposes hereof.

¹ Capitalized terms used but not otherwise defined have the meanings ascribed to them in the Plan.

[Client]
[Date]

From and after the Effective Date, the Plan Administrator shall act for the Debtors in the same fiduciary capacity as applicable to a board of directors or managers and officers, subject to the provisions hereof, and shall be the sole representative of the Debtors, succeeding to such powers as would have been applicable to the Debtors' officers, directors, and managers. The Plan Administrator shall have all duties, powers and rights set forth herein, in the Plan, and in the Confirmation Order, including, but not limited to, the following activities:

- investigate and prosecute any of the retained Causes of Action, if the Plan Administrator, in its sole discretion, deems appropriate;
- review, object to, and seek estimation of, Claims against, and Interests in, the Debtors;
- compromise and settle Disputed Claims and retained Causes of Action, in the ordinary course of business and without further notice to or order of the Bankruptcy Court;
- administer and distribute the Distribution Reserve Accounts pursuant to the Plan;
- take control of, preserve, and convert to Cash any additional asset of the Debtors, subject to the terms of the Plan;
- make distributions to holders of Allowed Claims against the Debtors consistent with the terms of the Plan;
- pay expenses incurred in carrying out the powers and duties of the Plan Administrator, including professional fees incurred after the Effective Date;
- prepare and file post-Confirmation reports for each of the Debtors as necessary pursuant to the Bankruptcy Code, Bankruptcy Rules, and Local Bankruptcy Rules;
- support any audits of the Debtors conducted by U.S. and/or non-U.S. taxing authorities;
- pay any fees due to the U.S. Trustee pursuant to 28 U.S.C § 1930(a)(6);
- execute all documents appropriate to carry out the powers and duties enumerated in the Plan, Confirmation Order, and this Agreement;
- retain persons and professionals, including Plan Administrator Counsel (as defined below), to assist in carrying out the powers and duties enumerated in the Plan, Confirmation Order, and this Agreement; and
- take such further actions as the Plan Administrator deems necessary to effect the provisions of the Plan.

Subject to his business judgment and fiduciary responsibilities, the Plan Administrator will work on a collaborative basis with Plan Administrator Counsel to perform the foregoing activities:

- Finance and Accounting Functions. The Plan Administrator will have primary responsibility for the following finance and accounting functions (to include but not be limited to):
 - manage the financial and operational reporting processes to all internal and external constituents;
 - oversight and approval of expenditures and Cash payments; and
 - management of the Distribution Reserve Accounts.

The Services may be performed by FTI or by any subsidiary of FTI, as FTI shall determine. FTI may also provide Services through its or its subsidiaries' agents or independent contractors. References herein to FTI and its employees shall be deemed to apply also, unless the context shall otherwise indicate, to employees of each such subsidiary and to any such agents or independent contractors and their employees.

The Plan Administrator shall hire counsel to advise it in connection with its duties, powers, and rights under this Engagement Contract (the "Plan Administrator Counsel") and may hire such

[Client]
[Date]

additional attorneys, accountants and other professionals as may be required or appropriate in connection with its duties herein, and pay reasonable compensation to such advisors. The Plan Administrator shall be entitled to retain professionals in his or her sole discretion, including any professionals employed by the Debtor in the Bankruptcy Cases. The provision of services by a professional to the Debtor shall not disqualify such professional from employment by the Plan Administrator.

Any professionals retained by the Plan Administrator, including the Plan Administrator Counsel, shall be entitled to reasonable compensation for services rendered and reimbursement of reasonable fees, costs and expenses incurred. The payment of the fees, costs and expenses of the Plan Administrator and its retained professionals shall be made in the ordinary course of business and shall not be subject to the approval of the Bankruptcy Court; *provided* that any disputes related to such fees, costs and expenses shall be brought before the Bankruptcy Court. Any successor Plan Administrator shall receive such reasonable compensation as may be approved by the Bankruptcy Court.

The Plan Administrator shall serve until (a) the termination of this agreement, or (b) the Plan Administrator resigns or is otherwise discharged; provided that if the Plan Administrator resigns, he or she shall continue to serve until a new Plan Administrator begins to serve.

When (a) all Disputed Claims filed against the Debtors have become Allowed or have been Disallowed by Final Order, (b) all remaining assets of the Debtors and Distribution Reserve Accounts have been liquidated and converted into Cash (other than those assets abandoned by the Debtors), and such Cash has been distributed in accordance with the Plan, and (c) all wind-down costs and expenses have been paid in full in Cash, the Plan Administrator shall promptly (i) seek authority from the Bankruptcy Court to close the Bankruptcy Cases for each of the Debtors in accordance with the Bankruptcy Code and the Bankruptcy Rules and (ii) effectuate the dissolution of the Debtors in accordance with applicable law. This Agreement shall terminate when the Bankruptcy Court enters a final decree contemplated by section 350 of the Bankruptcy Code and Bankruptcy Rule 3022 closing the Bankruptcy Cases of each of the Debtors.

3. **Fees**

Fees in connection with this Engagement will be based upon the time incurred providing the Services, multiplied by our standard hourly rates, summarized as follows:

United States

	<u>Per Hour (USD)</u>
Senior Managing Directors	\$875 – 1,075
Directors / Senior Directors / Managing Directors	650 – 855
Consultants/Senior Consultants	345 – 620
Administrative / Paraprofessionals	140 – 270

Hourly rates are generally revised periodically. To the extent this engagement requires services of our International divisions or personnel, the time will be multiplied by our standard hourly rates applicable on International engagements. Note that we do not provide any assurance regarding the outcome of our work and our fees will not be contingent on the results of such work.

In addition to the fees outlined above, FTI will bill for reasonable allocated and direct expenses which are likely to be incurred on your behalf during this Engagement. Direct expenses include

[Client]
[Date]

reasonable and customary out-of-pocket expenses which are billed directly to the engagement such as certain telephone, overnight mail, messenger, travel, meals, accommodations and other expenses specifically related to the engagement. Further, if FTI and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to this matter, FTI will be compensated by you at its regular hourly rates and reimbursed for reasonable allocated and direct expenses (including counsel fees) with respect thereto.

We will send the Company periodic invoices (not less frequently than monthly) for services rendered and charges and disbursements incurred on the basis discussed above, and in certain circumstances, an invoice may be for estimated fees, charges and disbursements through a date certain.

4. **Terms and Conditions**

The attached Standard Terms and Conditions set forth the duties of each party with respect to the Services. Further, this letter and the Standard Terms and Conditions attached comprise the entire Engagement Contract for the provision of the Services to the exclusion of any other express or implied terms, whether expressed orally or in writing, including any conditions, warranties and representations, and shall supersede all previous proposals, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services.

The Plan Administrator shall have no liability whatsoever for any acts or omissions in its capacity as Plan Administrator to the Debtors or Holders of Claims against or Interests in the Debtors other than for fraud, gross negligence or willful misconduct of the Plan Administrator.

5. **Conflicts of Interest**

In connection with FTI's retention as CRO and Restructuring Advisor to the Debtors during the chapter 11 case, FTI undertook a lengthy review to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtors.

From the results of such review, we were not made aware of any conflicts of interest or additional relationships that we believe would preclude us from performing the Services. However, as you know, we are a large consulting firm with numerous offices throughout the United States. We are regularly engaged by new clients, which may include one or more of the Potentially Interested Parties. The FTI professionals providing services hereunder will not accept an engagement that directly conflicts with this Engagement without your prior written consent.

6. **Acknowledgement and Acceptance**

Please acknowledge your acceptance of the terms of this Engagement Contract by signing both the confirmation below and the attached Standard Terms and Conditions and returning a copy of each to us at the above address.

If you have any questions regarding this letter or the attached Standard Terms and Conditions, please do not hesitate to contact Alan Boyko at 303-689-8892.

[Client]

[Date]

Yours faithfully,

FTI CONSULTING, INC.

By:

Alan Boyko
Senior Managing Director

Attachment – As stated

[Client]

[Date]

Confirmation of Terms of Engagement

We agree to engage FTI Consulting, Inc. upon the terms set forth herein and in the attached Standard Terms and Conditions.

Armstrong Energy, Inc., *et. al.*

By: _____
J. Hord Armstrong
Executive Chairman

Date: _____

FTI CONSULTING, INC.

STANDARD TERMS AND CONDITIONS

The following are the Standard Terms and Conditions on which we will provide the Services to you set forth within the attached letter of engagement with Armstrong Energy Inc. et. al., dated January [], 2018. The Engagement letter and the Standard Terms and Conditions (collectively the "Engagement Contract") form the entire agreement between us relating to the Services and replace and supersede any previous proposals, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services. The headings and titles in the Engagement Contract are included to make it easier to read but do not form part of the Engagement Contract.

1. Reports and Advice

- 1.1 **Use and purpose of advice and reports** – Any advice given or report issued by us is provided solely for your use and benefit and only in connection with the purpose in respect of which the Services are provided. Unless required by law, you shall not provide any advice given or report issued by us to any third party, or refer to us or the Services, without our prior written consent, which shall be conditioned on the execution of a third party release letter in the form provided by FTI. In no event, regardless of whether consent has been provided, shall we assume any responsibility to any third party to which any advice or report is disclosed or otherwise made available.

2. Information and Assistance

- 2.1 **Provision of information and assistance** – Our performance of the Services is dependent upon your providing us with such information and assistance as we may reasonably require from time to time.
- 2.2 **Punctual and accurate information** – You shall use reasonable skill, care and attention to ensure that all information we may reasonably require is provided on a timely basis and is accurate and complete and relevant for the purpose for which it is required. You shall also notify us if you subsequently learn that the information provided is incorrect or inaccurate or otherwise should not be relied upon.
- 2.3 **No assurance on financial data** – While our work may include an analysis of financial and accounting data, the Services will not include an audit, compilation or review of any kind of any financial statements or components thereof. Company management will be responsible for any and all financial information they provide to us during the course of this Engagement, and we will not examine or compile or verify any such financial information. Moreover, the circumstances of the Engagement may cause our advice to be limited in certain respects based upon, among other matters, the extent of sufficient and available data and the opportunity for supporting investigations in the time period. Accordingly, as part of this Engagement, we will not express any opinion or other form of assurance on financial statements of the Company.
- 2.4 **Prospective financial information** - In the event the Services involve prospective financial information, our work will not constitute an examination or compilation, or apply agreed-upon procedures, in accordance with standards established by the American Institute of Certified Public Accountants or otherwise, and we will express no assurance of any kind on such information. There will usually be differences between estimated and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We will take no responsibility for the achievability of results or events projected or anticipated by the management of the Company.

3. Additional Services

- 3.1 **Responsibility for other parties** – You shall be solely responsible for the work and fees of any other party engaged by you to provide services in connection with the Engagement regardless of whether such party was introduced to you by us. Except as provided in this Engagement Contract, we shall not be responsible for providing or reviewing the advice or services of any such third party, including advice as to legal, regulatory, accounting or taxation matters. Further, we acknowledge that we are not authorized under our Engagement Contract to engage any third party to provide services or advice to you, other than our agents or independent contractors engaged to provide Services, without your written authorization.

4. Confidentiality

- 4.1 **Restrictions on confidential information** – Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this or any other contract between us. Except as provided below, neither party will disclose the other party's confidential information to any third party without the other party's consent. Confidential information shall not include information that:
- 4.1.1 is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 4.1;
 - 4.1.2 is acquired from a third party who, to the recipient party's knowledge, owes no obligation of confidence in respect of the information; or
 - 4.1.3 is or has been independently developed by the recipient.
- 4.2 **Disclosing confidential information** – Notwithstanding Clause 1.1 or 4.1 above, either party will be entitled to disclose confidential information of the other to a third party to the extent that this is required by valid legal process, provided that (and without breaching any legal or regulatory requirement) where reasonably practicable not less than 2 business days' notice in writing is first given to the other party.
- 4.3 **Citation of engagement** – Without prejudice to Clause 4.1 and Clause 4.2 above, to the extent our engagement is or becomes known to the public, we may cite the performance of the Services to our clients and prospective clients as an indication of our experience, unless we and you specifically agree otherwise in writing.
- 4.4 **Internal quality reviews** – Notwithstanding the above, we may disclose any information referred to in this Clause 4 to any other FTI entity or use it for internal quality reviews.
- 4.5 **Maintenance of workpapers** – Notwithstanding the above, we may keep one archival set of our working papers from the Engagement, including working papers containing or reflecting confidential information, in accordance with our internal policies.

5. Termination

- 5.1 **Termination of Engagement with notice** – Either party may terminate the Engagement Contract for whatever reason upon written notice to the other party. Upon receipt of such notice, we will stop all work immediately. You will be responsible for all fees and expenses incurred by us through the date termination notice is received.

- 5.2 **Continuation of terms** – The terms of the Engagement that by their context are intended to be performed after termination or expiration of this Engagement Contract, including but not limited to, Clauses 3 and 4 of the Engagement letter, and Clauses 1.1, 4, 6 and 7 of the Standard Terms and Conditions, are intended to survive such termination or expiration and shall continue to bind all parties.

6. Indemnification, Liability Limitation, and Other Matters

- 6.1 **Indemnification** - The Company agrees to indemnify and hold harmless FTI and any of its subsidiaries and affiliates, officers, directors, principals, shareholders, agents, independent contractors and employees (collectively “Indemnified Persons”) from and against any and all claims, liabilities, damages, obligations, costs and expenses (including reasonable attorneys’ fees and expenses and costs of investigation) arising out of or relating to your retention of FTI, the execution and delivery of this Engagement Contract, the provision of Services or other matters relating to or arising from this Engagement Contract, except to the extent that any such claim, liability, obligation, damage, cost or expense shall have been determined by final non-appealable order of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Indemnified Person or Persons in respect of whom such liability is asserted (an “Adverse Determination”). The Company shall pay damages and expenses, including reasonable legal fees and disbursements of counsel as incurred in advance. FTI agrees that it will reimburse any amounts paid in advance to the extent they relate directly to an Adverse Determination.
- 6.2 **Limitation of liability** - You agree that no Indemnified Person shall be liable to you, or your successors, affiliates or assigns for damages in excess of the total amount of the fees paid to FTI under this Engagement Contract. Without limiting the generality of the foregoing, in no event shall any Indemnified Person be liable for consequential, indirect or punitive damages, damages for lost profits or opportunities or other like damages or claims of any kind.
- 6.3 In addition to the above indemnification and provision regarding advancement of fees/expense, FTI employees serving as directors or officers of the Company or its affiliates will receive the benefit of the most favorable indemnification and advancement provisions provided by the Company to its directors, officers and any equivalently placed employees, whether under the Company’s charter or by-laws, by contract or otherwise. The Company shall specifically include and cover employees and agents serving as directors and officers of the Company or affiliates from time to time with direct coverage under the Company’s policy for liability insurance covering its directors, officers and any equivalently placed employees. Prior to FTI accepting any director or officer position, the Company shall, at the request of FTI, provide FTI a copy of its current D&O policy, a certificate of insurance evidencing the policy is in full force and effect, and a copy of the signed board resolutions and any other document that FTI may reasonably request evidencing the appointment and coverage of the indemnitees. The Company shall maintain such D&O insurance for the period through which claims can be made against such persons. In the event the Company is unable to include FTI employees and agents under the Company’s policy or does not have first dollar coverage acceptable to FTI in effect for at least \$10 million, FTI may, subject to the prior written consent of the Company, attempt to purchase a separate D&O insurance policy that will cover the FTI employees and agents only. The cost of the policy shall be invoiced to the Company as an out-of-pocket expense. Notwithstanding anything to the contrary, the Company’s indemnification obligations in this Section 6 shall be primary to (and without allocation against) any similar indemnification and advancement obligations of FTI, its affiliates and insurers to the indemnitees (which shall be secondary), and the Company’s D&O insurance coverage for the indemnitees shall be specifically primary to (and without allocation against) any other valid and collectible insurance coverage that may apply to the indemnitees (whether provided by FTI or otherwise).

7. Governing Law, Jurisdiction and WAIVER OF JURY TRIAL

- 7.1 **Governing Law** - The Engagement Contract shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to the choice of law provisions thereof.
- 7.2 **Jurisdiction** - The United States District Court for the Southern District of New York and the appropriate Courts of the State of New York sitting in the Borough of Manhattan, City of New York shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Contract and any matter arising from it. The parties submit to the jurisdiction of such Courts and irrevocably waive any right they may have to object to any action being brought in these Courts, to claim that the action has been brought in an inconvenient forum or to claim that those Courts do not have jurisdiction.
- 7.3 **WAIVER OF JURY TRIAL** – TO FACILITATE JUDICIAL RESOLUTION AND SAVE TIME AND EXPENSE, THE COMPANY AND FTI IRREVOCABLY AND UNCONDITIONALLY AGREE TO WAIVE A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR THIS ENGAGEMENT CONTRACT.

FTI CONSULTING, INC

Confirmation of Standard Terms and Conditions

We agree to engage FTI Consulting, Inc. upon the terms set forth in these Standard Terms and Conditions as outlined above.

Armstrong Energy, Inc., *et. al.*

By: _____
J. Hord Armstrong
Executive Chairman

Date: _____

Exhibit C

AMOUNTS OF THE DISTRIBUTION RESERVE ACCOUNTS¹

Certain documents and information, or portions thereof, contained in this **Exhibit C** and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement this **Exhibit C** at any time before the Confirmation Hearing, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

- The amount of the Priority Claims Reserve shall be: \$11,800,000.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Debtors' First Amended Joint Chapter 11 Plan* [Docket No. 219].

Exhibit D

WIND-DOWN BUDGET¹

Certain documents and information, or portions thereof, contained in this **Exhibit D** and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement this **Exhibit D** at any time before the Confirmation Hearing, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Debtors' First Amended Joint Chapter 11 Plan* [Docket No. 219].

Wind-Down Budget**Armstrong Energy**

\$ thousands	Disbursements^[1]
Professional fees	\$ (1,983)
Medical claims ^[2]	(762)
Contractors / part-time personnel	(445)
Corporate taxes	(150)
Accounting fees (401k audit / tax returns)	(145)
US Trustee fees	(125)
Miscellaneous ^[3]	(103)
Other legal	(100)
Insurance	(100)
Rent costs	(31)
Total disbursements	\$ (3,943)

Notes

[1] Assumes wind-down period runs from Feb 2018 (post-Effective Date) through Q2-2019. Excludes all administrative expenses accrued and unpaid as of the Effective Date (e.g. post-petition Accounts Payable and taxes) other than medical claims.

[2] Represents an estimate of the runoff of medical claims incurred as of the Effective Date.

[3] Includes data maintenance / storage (\$75k), W2 fees (\$12.5k), and bank fees (\$15k).

Exhibit E

SCHEDULE OF RETAINED CAUSES OF ACTION¹

Certain documents, or portions thereof, contained in this **Exhibit E** and the Plan Supplement remain subject to continuing negotiations among the Debtors, parties to the Restructuring Support Agreement, and the Debtors' other stakeholders. The Debtors reserve all rights to amend, revise, or supplement the Plan Supplement, and any of the documents and designations contained herein, at any time before the Effective Date of the Plan, or any such other date as may be provided for by the Plan or by order of the Court.

Except as otherwise provided in the Plan, the Debtors and Post-Effective Date Debtor reserve the right to commence and pursue any and all Causes of Action against any Entity, including Causes of Action that are not expressly identified in this Schedule of Retained Causes of Action. Confirmation of the Plan shall not in any way affect such right.

Article IV.N of the Plan provides as follows:

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.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Debtors' First Amended Joint Chapter 11 Plan* [Docket No. 219].

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.

NOTWITHSTANDING AND WITHOUT LIMITING THE GENERALITY OF ARTICLE IV.N OF THE PLAN, THE FOLLOWING **EXHIBIT E** INCLUDES THE CAUSES OF ACTION EXPRESSLY RESERVED BY THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTOR, AS APPLICABLE, IN ACCORDANCE WITH ARTICLE IV.N OF THE PLAN.

Further, notwithstanding and without limiting the generality of Article IV.N of the Plan, the Debtors and Post-Effective Date Debtor, as applicable, expressly reserve their rights with respect to all Causes of Action that are not expressly released under the Plan, including the following (i) Causes of Action in common law, tort or contract; (ii) Causes of Action to recover for personal injury or death, damage, to real or tangible personal property or economic loss, (iii) Causes of Action relating to infringement (including, without limitation, patent, trademark, copyright, moral, industrial design or other proprietary rights, or misuse or misappropriation of trade secrets) and (iv) Causes of Action in the following proceeding(s) set forth below:

1. Claims Related to Contracts.

Unless otherwise released by the Plan, the Debtors and the Post-Effective Date Debtor, as applicable, shall retain all Claims and Causes of Action against any Entity that is a counterparty to an Executory Contract or Unexpired Lease assumed by the Debtors pursuant to sections 365 or 1123 of the Bankruptcy Code (unless such Executory Contract or Unexpired Lease is assigned to NewCo) or on account of or arising under any contract or lease entered into after the Petition Date, including, but are not limited to, the Claims and Causes of Action set forth in **Schedule E-1** attached hereto.

2. Claims Related to Deposits, Adequate Assurance Postings, and Other Collateral Postings.

Unless otherwise released by, or transferred pursuant to, the Plan, the Debtors and the Post-Effective Date Debtor, as applicable, expressly reserve all Causes of Action against any Entity to whom or for whose benefit the Debtors provided deposits, made adequate assurance payments, or posted other collateral, including but not limited to, those entities identified on **Schedule E-2**.

3. Claims, Defenses, Cross-Claims, and Counter-Claims Related to Litigation and Potential Litigation.

Unless otherwise released by the Plan, the Debtors and the Post-Effective Date Debtor, as applicable, expressly reserve all Causes of Action against or related to all entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding, whether formal or informal, or judicial or non-judicial, including those litigation, arbitration, or other types of adversarial proceedings or dispute resolution proceedings identified on the Debtors' Schedules and Statements, regardless of whether such Entity is specifically identified in the Plan, the Plan Supplement, the Disclosure Statement, the Debtors' Schedules and Statements, or any amendments thereto. Without limiting the generality of the foregoing, the Debtors and the Post-Effective Date Debtor, as applicable, expressly reserve all Causes of Action against the entities identified on **Schedule E-3** attached hereto.

4. Claims Related to Taxes, Fees, and Tax Refunds or Credits.

Unless otherwise released by the Plan, the Debtors and the Post-Effective Date Debtor, as applicable, expressly reserve all Causes of Action against or related to all Entities that owe or that may in the future owe money related to tax refunds to the Debtors or the Post-Effective Date Debtor, regardless of whether such Entity is specifically identified herein. Furthermore, the Debtors and the Post-Effective Date Debtor, as applicable, expressly reserve all Causes of Action against or related to all Entities who assert or may assert that the Debtors and the Post-Effective Date Debtor owe taxes to them.

Without limiting the generality of the foregoing, the Debtors and the Post-Effective Date Debtor expressly reserve all Causes of Action against: the United States of America or any other Federal, state, or local taxing authorities, including those identified on **Schedule E-4** attached hereto

5. Plan Documents.

The Debtors retain all rights and obligations under the Plan and the Plan Supplement documents.

Schedule E-1

Causes of Action Related to Contracts

Contract	Counterparties
Coal Purchase Agreement dated as of January 1, 2017, by Armstrong Coal Sales, LLC	Tampa Electric Company
Restructuring Support Agreement dated as of October 5, 2017	Knight Hawk; RRPH; Thoroughbred; Supporting Senior Noteholders
Transaction Agreement dated as of November 1, 2017, including all exhibits and schedules thereto, as the same may be amended, modified, or supplemented from time to time.	Supporting Senior Noteholders; Knight Hawk
Insurers	Without limiting the forgoing, this shall include any Causes of Action based in whole or in part upon any and all insurance contracts and insurance policies to which any Debtor has any rights whatsoever, including causes of action against insurance carriers, reinsurance carriers, insurance brokers, underwriters, occurrence carriers, or surety bond issuers relating to coverage, indemnity, contribution, reimbursement, or any other matters.
Trade Agreement	Phoenix Conveyor Belts
Trade Agreement	Ray Jones Trucking
Trade Agreement	Ruby Concrete Company
Trade Agreement	S and L Industries, LLC
Trade Agreement	Whitco Enterprises, Inc.
Trade Agreement	SGS North America Inc.
Extension of Construction and Services Agreement	Overland Conveying Systems, LLC
Trade Agreement	GMS Mine Repair & Maintenance, Inc.

Schedule E-2

**Causes of Action Related to Deposits, Adequate
Assurance Postings, and Other Collateral Postings**

Party	Type
KU (Kentucky Utilities)	Utility Deposit
Kenergy Corporation	Utility Deposit
Atmos Energy	Utility Deposit
Tennessee Valley Authority	Customer Deposit
Lexon Insurance Company	Surety Bond Deposit
Bond Safeguard Insurance Company	Surety Bond Deposit
BNY Mellon for the Benefit of Lexon Surety Group	Surety Cash Collateral
Smith-Manus	Prepayment - Surety Bond Premiums
Bankdirect Capital Finance	Insurance - Premium Finance
New Continuum Data Centers	Off Premises Storage Deposit
Bingham Greenbaum Doll, LLP	Legal Deposit
Dressman Benzinger Lavelle PSC	Legal Deposit
Dickinson Wright PLLC	Professional Fee Retainer
Ernst & Young LLP	Professional Fee Retainer
Assured Partners of Missouri	Prepayment - Insurance Fees
Landpro Corporation	Prepayment - IT Related Expenses
Caterpillar Financial	Equipment Lease Deposit
Brandeis Machinery & Supply Company	Prepayment - Vendor Credit
Whayne Supply Company	Prepayment - Vendor Credit
Kentucky Coal Association	Prepayment - Membership Dues
Martin Heirs	Prepayment - Advance Royalties
Anne F. Rogers Family LLC	Prepayment - Advance Royalties
Duncan	Prepayment - Advance Royalties
J.L. Rogers Family, LLC	Prepayment - Advance Royalties
James & Mary Rogers	Prepayment - Advance Royalties
Sue Rogers Johnson	Prepayment - Advance Royalties
Allen Gray Leases	Prepayment - Advance Royalties
Barnard/Hughes Lease	Prepayment - Advance Royalties
Craig Trust Lease	Prepayment - Advance Royalties
Danks	Prepayment - Advance Royalties
Elk Creek - Holladay	Prepayment - Advance Royalties
Elk Creek - Paul	Prepayment - Advance Royalties
Elk Creek - Queen	Prepayment - Advance Royalties
Grider Lease #2	Prepayment - Advance Royalties
Grider Surface Lease	Prepayment - Advance Royalties
Harrel Heirs - Lewis Creek	Prepayment - Advance Royalties
Luppino	Prepayment - Advance Royalties
Martin Heirs-Vogue	Prepayment - Advance Royalties

Party	Type
Milton Little Heirs	Prepayment - Advance Royalties
Ralph Lease	Prepayment - Advance Royalties
Talmar, LLC	Prepayment - Advance Royalties
Young Manufacturing	Prepayment - Advance Royalties

Schedule E-3

Causes of Action Related to Litigation and Potential Litigation

Debtor	Counterparty	Type of Claim
Armstrong Coal Company, Inc.	Aaron D. Bratcher	Litigation
Armstrong Coal Company, Inc.	Andrea Kirk	Litigation
Armstrong Coal Company, Inc.	Barbara Robison	Litigation
Armstrong Coal Company, Inc.	Barry Ball	Federal Black Lung
Armstrong Coal Company, Inc.	Barry Ball	Workers' Comp
Armstrong Coal Company, Inc.	Barry D. Baxter	Litigation
Armstrong Coal Company, Inc.	Billy Jernigan	Workers' Comp
Armstrong Coal Company, Inc.	Bobby Crook	Workers' Comp
Armstrong Coal Company, Inc.	Bobby Sexton	Workers' Comp
Armstrong Coal Company, Inc.	Brandon Brown	Workers' Comp
Armstrong Coal Company, Inc.	Brandon Shemwell	Workers' Comp
Armstrong Coal Company, Inc.	Brian Piper	Workers' Comp
Armstrong Coal Company, Inc.	Bruce Ball	Workers' Comp
Armstrong Coal Company, Inc.	Carol B. Carter	Litigation
Armstrong Coal Company, Inc.	Charles Duff	Workers' Comp
Armstrong Coal Company, Inc.	Charles Edward Carter	Litigation
Armstrong Coal Company, Inc.	Daniel Riley	Workers' Comp
Armstrong Coal Company, Inc.	Daniel Wesmolan	Workers' Comp
Armstrong Coal Company, Inc.	Danny Goff	Workers' Comp
Armstrong Coal Company, Inc.	Danny Pressley	Workers' Comp
Armstrong Coal Company, Inc.	David A. Smiley	Workers' Comp
Armstrong Coal Company, Inc.	David M. Fooks	Workers' Comp
Armstrong Coal Company, Inc.	Debra H. Carter	Litigation
Armstrong Coal Company, Inc.	Delta Coals, LLC	Litigation
Armstrong Coal Company, Inc.	Dennis Roop	Workers' Comp
Armstrong Coal Company, Inc.	Dennis W. Chinn	Workers' Comp
Armstrong Coal Company, Inc.	Donald King	Workers' Comp
Armstrong Coal Company, Inc.	Donald Morgan	Workers' Comp
Armstrong Coal Company, Inc.	Donald Morgan	Workers' Comp
Armstrong Coal Company, Inc.	Donald White	Workers' Comp
Armstrong Coal Company, Inc.	Donnie Morgan	Federal Black Lung
Armstrong Coal Company, Inc.	Dwight Arnold	Workers' Comp
Armstrong Coal Company, Inc.	Dwight Lee	Workers' Comp
Armstrong Coal Company, Inc.	Earl Ray Ipox	Federal Black Lung
Armstrong Coal Company, Inc.	Eddie Barber	Federal Black Lung
Armstrong Coal Company, Inc.	Eddie Barber	Workers' Comp
Armstrong Coal Company, Inc.	Eric Virgin	Workers' Comp
Armstrong Coal Company, Inc.	Erik Demond	Workers' Comp
Armstrong Coal Company, Inc.	Everett W. Mitchell Jr.	Workers' Comp
Armstrong Coal Company, Inc.	Gilbert Henderson Jr	Workers' Comp

Debtor	Counterparty	Type of Claim
Armstrong Coal Company, Inc.	Gordon Wayne Doss	Workers' Comp
Armstrong Coal Company, Inc.	Gregory Messamore	Workers' Comp
Armstrong Coal Company, Inc.	Jackie Glenn Sailing	Workers' Comp
Armstrong Coal Company, Inc.	James Franklin	Workers' Comp
Armstrong Coal Company, Inc.	Jamie Lear	Workers' Comp
Armstrong Coal Company, Inc.	Jeffrey Wallace	Workers' Comp
Armstrong Coal Company, Inc.	Jenny Bratcher	Litigation
Armstrong Coal Company, Inc.	Jenscinna A. Carter	Litigation
Armstrong Coal Company, Inc.	Jeremy Bearden	Workers' Comp
Armstrong Coal Company, Inc.	Jerry Southard	Workers' Comp
Armstrong Coal Company, Inc.	John Robinson	Workers' Comp
Armstrong Coal Company, Inc.	Joseph D. Bishop	Federal Black Lung
Armstrong Coal Company, Inc.	Joseph Grubb	Workers' Comp
Armstrong Coal Company, Inc.	Justin McIntosh	Workers' Comp
Armstrong Coal Company, Inc.	Kentucky Commission on Human Rights	Litigation
Armstrong Coal Company, Inc.	Lamont Drake	Litigation
Armstrong Coal Company, Inc.	Larry Wilson	Workers' Comp
Armstrong Coal Company, Inc.	Lawrence Lee	Federal Black Lung
Armstrong Coal Company, Inc.	Leslie R. Coomer	Litigation
Armstrong Coal Company, Inc.	Linda L. Agee	Workers' Comp
Armstrong Coal Company, Inc.	Lonnie Couch	Workers' Comp
Armstrong Coal Company, Inc.	Mark Mason	Workers' Comp
Armstrong Coal Company, Inc.	Mark Smith	Litigation
Armstrong Coal Company, Inc.	Marvin Mitchell	Workers' Comp
Armstrong Coal Company, Inc.	Michael Simpson	Workers' Comp
Armstrong Coal Company, Inc.	Michael Wilson	Workers' Comp
Armstrong Coal Company, Inc.	Mine Safety & Health Admin	Litigation
Armstrong Coal Company, Inc.	Mitchell Ray Jarvis	Workers' Comp
Armstrong Coal Company, Inc.	Neely E. Loney	Workers' Comp
Armstrong Coal Company, Inc.	Neely E. Loney	Workers' Comp - CWP
Armstrong Coal Company, Inc.	O.B. Moore, Jr.	Workers' Comp
Armstrong Coal Company, Inc.	Pamela Wilson	Litigation
Armstrong Coal Company, Inc.	Phillip Oller	Workers' Comp
Armstrong Coal Company, Inc.	Phillip Wayne McConnell	Workers' Comp
Armstrong Coal Company, Inc.	Randy Brown	Workers' Comp
Armstrong Coal Company, Inc.	Reuben Wayne Shemwell	Workers' Comp
Armstrong Coal Company, Inc.	Richad W. Lowther	Workers' Comp
Armstrong Coal Company, Inc.	Richard Brothers	Federal Black Lung
Armstrong Coal Company, Inc.	Richard Robinson	Workers' Comp
Armstrong Coal Company, Inc.	Rickey Baize	Workers' Comp
Armstrong Coal Company, Inc.	Robert Robison	Litigation
Armstrong Coal Company, Inc.	Ronald Ray Scott	Workers' Comp

Debtor	Counterparty	Type of Claim
Armstrong Coal Company, Inc.	Ronnie Dinsmore	Federal Black Lung
Armstrong Coal Company, Inc.	Ronnie Dinsmore	Workers' Comp
Armstrong Coal Company, Inc.	Roy Daniel Bratcher	Litigation
Armstrong Coal Company, Inc.	Ruth Jean Lewis	Litigation
Armstrong Coal Company, Inc.	Sharon K. Carter Smith	Litigation
Armstrong Coal Company, Inc.	Stephen L. Coomer	Litigation
Armstrong Coal Company, Inc.	Steven A. Campbell	Federal Black Lung
Armstrong Coal Company, Inc.	Terri Qualls	Litigation
Armstrong Coal Company, Inc.	Terry Bivins	Federal Black Lung
Armstrong Coal Company, Inc.	Thomas Gibson	Federal Black Lung
Armstrong Coal Company, Inc.	Timothy Renfrow	Workers' Comp
Armstrong Coal Company, Inc.	Tommy Anderson	Workers' Comp
Armstrong Coal Company, Inc.	Tommy Daugherty	Workers' Comp
Armstrong Coal Company, Inc.	Tony Hoskins	Workers' Comp
Armstrong Coal Company, Inc.	Troy Peveler	Federal Black Lung
Armstrong Coal Company, Inc.	U.S. Equal Employment Opportunity Commission	Litigation
Armstrong Coal Company, Inc.	William D. Carter	Litigation
Armstrong Coal Company, Inc.	William Matheny	Workers' Comp
Armstrong Coal Company, Inc.	William Ray Martin	Federal Black Lung
Armstrong Coal Company, Inc.	Willie Skinner	Workers' Comp
Armstrong Coal Sales, LLC	Armstrong Coal Sales v. Tampa Electric Company	Pending Litigation
Thoroughfare Mining, LLC	Charles Bush	Workers' Comp
Thoroughfare Mining, LLC	Ronald Carter	Workers' Comp
Western Diamond, LLC and Armstrong Energy, Inc.	David Cobb	Litigation
Western Land Company, LLC and Armstrong Coal Company, Inc.	Western Leasing, Inc.	Litigation

Schedule E-4

Causes of Action Related to Taxing Authorities

Taxing Authority	Type of Tax
United States Office of Surface Mining	Federal Reclamation Tax
Kentucky Office of the Reclamation Guaranty Fund	Kentucky Reclamation Tax
Kentucky Department of Revenue	Kentucky Property Taxes/Unmined Mineral Taxes
Ohio County Sheriff	Kentucky Property Taxes / Unmined Mineral Taxes
Hopkins County Sheriff	Kentucky Property Taxes / Unmined Mineral Taxes
Union County Sheriff	Kentucky Property Taxes / Unmined Mineral Taxes
Webster County Sheriff	Kentucky Property Taxes / Unmined Mineral Taxes
Muhlenberg County Sheriff	Kentucky Property Taxes / Unmined Mineral Taxes
McLean County Sheriff	Kentucky Property Taxes / Unmined Mineral Taxes
St. Louis County Government	Missouri (Property Tax)
United States Internal Revenue Service	Excise Tax
Kentucky Department of Revenue	Severance Tax
Kentucky Department of Revenue	Sales & Use Tax
State of Delaware Division of Corporations	Delaware (Franchise Taxes)
United States Department of Labor	Mine Safety and Health Administration
Kentucky Workers' Compensation Funding Commission	Kentucky Workers' Compensation Black Lung Tax
Kentucky Department of Revenue	Kentucky Limited Liability Entity Tax
Kentucky Department for Environmental Protection	Air Emissions Fee
Kentucky Department for Environmental Protection	Kentucky Pollutant Discharge Elimination System
Kentucky Department for Natural Resources	Mine License Fees
Kentucky Department for Natural Resources	Mine Permit Fees
United States Office of Surface Mining	Federal Reclamation Tax
Kentucky Office of the Reclamation Guaranty Fund	Kentucky Reclamation Tax

Exhibit F

HOLDCO/NEWCO DOCUMENTATION¹

Certain documents and information, or portions thereof, contained in this **Exhibit F** and the Plan Supplement remain subject to continuing negotiations among the Debtors and interested parties with respect thereto. The Debtors reserve all rights to amend, revise, or supplement this **Exhibit F** at any time before the Confirmation Hearing, or any such other date as may be provided for by the Plan or by order of the Bankruptcy Court.

The following HoldCo/NewCo Documentation is attached:

Exhibit F-1: HoldCo Certificate of Formation

Exhibit F-2: NewCo Certificate of Formation

Exhibit F-3: NewCo Short Form LLC Agreement

In addition, pursuant to the Plan, 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>.

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to them in the *Debtors' First Amended Joint Chapter 11 Plan* [Docket No. 219].

Exhibit F-1

HoldCo Certificate of Formation

CERTIFICATE OF FORMATION

OF

[HoldCo]

This Certificate of Formation is being executed as of _____, 2018, for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq.

The undersigned, being duly authorized to execute and file this Certificate of Formation, does hereby certify as follows:

1. Name. The name of the limited liability company is [HoldCo] (the "Company").

2. Registered Office and Registered Agent. The Company's registered office in the State of Delaware is located at [1209 Orange Street, in the City of Wilmington, New Castle County, Delaware 19801]. The registered agent of the Company for service of process is [The Corporation Trust Company located at 1209 Orange Street, in the City of Wilmington, New Castle County, Delaware 19801].

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of the day and year first above written.

By: _____
[____], an Authorized Person

Exhibit F-2

NewCo Certificate of Formation

CERTIFICATE OF FORMATION

OF

[NewCo]

This Certificate of Formation is being executed as of _____, 2018, for the purpose of forming a limited liability company pursuant to the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101, et seq.

The undersigned, being duly authorized to execute and file this Certificate of Formation, does hereby certify as follows:

1. Name. The name of the limited liability company is [NewCo] (the "Company").

2. Registered Office and Registered Agent. The Company's registered office in the State of Delaware is located at [1209 Orange Street, in the City of Wilmington, New Castle County, Delaware 19801]. The registered agent of the Company for service of process is [The Corporation Trust Company located at 1209 Orange Street, in the City of Wilmington, New Castle County, Delaware 19801].

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of the day and year first above written.

By: _____
[____], an Authorized Person

Exhibit F-3

NewCo Short Form LLC Agreement

LIMITED LIABILITY COMPANY AGREEMENT

OF

[NEWCO, LLC]

LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") of [NewCo, LLC] is entered into as of [●], 2018 by [Holdco, LLC] as sole member (the "Member").

1. Name. The name of the limited liability company governed hereby is [NewCo, LLC] (the "Company").

2. Purpose. The Company does and will exist for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is and will be, engaging in any lawful act or activity for which limited liability companies may be formed under the Delaware Limited Liability Company Act (6 Del.C. § 18-101, et seq.), as amended from time to time (the "Act"), and engaging in any and all activities necessary or incidental to the foregoing.

3. Members. The name and mailing address of the sole Member is as follows:

Name

Address

[HoldCo, LLC]

[●]

4. Powers. The Member of the Company shall manage the Company in accordance with this Agreement. The actions of the Member taken in such capacity and in accordance with this Agreement shall bind the Company. The Company shall not have any "manager," as that term is defined in the Act.

(i) The Member shall have full, exclusive and complete discretion to manage and control the business and affairs of the Company, to make all decisions affecting the business, operations and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purpose of the Company as set forth herein. Subject to the provisions of this Agreement, the Member (and the officers appointed under clause (ii) below) shall have general and active management of the day to day business and operations of the Company. In addition, the Member shall have such other powers and duties as may be prescribed by this Agreement. Such duties may be delegated by the Member to officers, agents or employees of the Company as the Member may deem appropriate from time to time.

(ii) The Member may, from time to time, designate one or more persons to be officers of the Company. No officer need be a member of the Company. Any officers so designated will have such authority and perform such duties as the Member may, from time to time, delegate to them. The Member may assign titles to particular officers, including, without limitation, chairman, chief executive officer, president, vice president, chief operating officer, secretary, assistant secretary, treasurer and assistant treasurer. Each officer will hold office until his or her successor will be duly designated and will qualify or until his or her death or until he or she will resign or will have been removed. Any number of offices may be held by the same person. The salaries or other compensation, if any, of the officers and agents of the Company will be fixed

from time to time by the Member or by any officer acting within his or her authority. Any officer may be removed as such, either with or without cause, by the Member whenever in his, her or its judgment the best interests of the Company will be served thereby. Any vacancy occurring in any office of the Company may be filled by the Member. The names of the initial officers of the Company, and their respective titles, are set forth on the attached Schedule 1. Such officers are authorized to control the day to day operations and business of the Company.

5. Tax Elections. The last day of the fiscal and taxable year of the Company shall be December 31.

6. Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following (a) the written consent of the Member, (b) the death, retirement, resignation, expulsion, insolvency, bankruptcy or dissolution of the Member, or (c) the occurrence of any other event which terminates the continued membership of the Member in the Company.

7. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

8. Liability of Member. The Member shall not have any liability for the obligations or liabilities of the Company except to the extent provided in the Act.

9. Governing Law. This Agreement shall be governed by, and construed under, the internal laws of the State of Delaware, all rights and remedies being governed by said laws.

* * * * *

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby,
has duly executed this Limited Liability Company Agreement as of the date first written above.

[HOLDCO, LLC]

By: _____
Name: _____
Title: Authorized Person

Schedule 1
Initial Officers

[NAME]	[TITLE]
[NAME]	[TITLE]
[NAME]	[TITLE]
[NAME]	[TITLE]