
Section 1: 10-Q (QUARTERLY REPORT PURSUANT TO SECTIONS 13 OR 15(D))

[Table of Contents](#)

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

FORM 10-Q

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

For the quarterly period ended March 31, 2016

OR

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

For the transition period from _____ to _____

Commission File No.: 0-26823

ALLIANCE RESOURCE PARTNERS, L.P.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

73-1564280
(IRS Employer Identification No.)

1717 South Boulder Avenue, Suite 400, Tulsa, Oklahoma 74119
(Address of principal executive offices and zip code)

(918) 295-7600
(Registrant's telephone number, including area code)

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

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). [X] Yes [] No

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

Large Accelerated Filer [X]

Accelerated Filer []

Non-Accelerated Filer []

Smaller Reporting Company []

(Do not check if smaller reporting company)

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

As of May 10, 2016, 74,375,025 common units are outstanding.

TABLE OF CONTENTS

PART I

FINANCIAL INFORMATION

	<u>Page</u>
<u>ITEM 1.</u> <u>Financial Statements (Unaudited)</u>	
<u>ALLIANCE RESOURCE PARTNERS, L.P. AND SUBSIDIARIES</u>	
<u>Condensed Consolidated Balance Sheets as of March 31, 2016 and December 31, 2015</u>	1
<u>Condensed Consolidated Statements of Income for the three months ended March 31, 2016 and 2015</u>	2
<u>Condensed Consolidated Statements of Comprehensive Income for the three months ended March 31, 2016 and 2015</u>	3
<u>Condensed Consolidated Statements of Cash Flows for the three months ended March 31, 2016 and 2015</u>	4
<u>Notes to Condensed Consolidated Financial Statements</u>	5
<u>ITEM 2.</u> <u>Management’s Discussion and Analysis of Financial Condition and Results of Operations</u>	20
<u>ITEM 3.</u> <u>Quantitative and Qualitative Disclosures about Market Risk</u>	31
<u>ITEM 4.</u> <u>Controls and Procedures</u>	32
<u>Forward-Looking Statements</u>	33

PART II

OTHER INFORMATION

<u>ITEM 1.</u> <u>Legal Proceedings</u>	35
<u>ITEM 1A.</u> <u>Risk Factors</u>	35
<u>ITEM 2.</u> <u>Unregistered Sales of Equity Securities and Use of Proceeds</u>	35
<u>ITEM 3.</u> <u>Defaults Upon Senior Securities</u>	35
<u>ITEM 4.</u> <u>Mine Safety Disclosures</u>	35
<u>ITEM 5.</u> <u>Other Information</u>	35
<u>ITEM 6.</u> <u>Exhibits</u>	36

PART I

FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

**ALLIANCE RESOURCE PARTNERS, L.P. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except unit data)
(Unaudited)**

March 31,

December 31,

ASSETS	2016	2015
CURRENT ASSETS:		
Cash and cash equivalents	\$ 29,988	\$ 33,431
Trade receivables	119,662	122,875
Other receivables	848	696
Due from affiliates	322	190
Inventories, net	155,344	121,081
Advance royalties, net	6,770	6,820
Prepaid expenses and other assets	23,754	29,812
Total current assets	<u>336,688</u>	<u>314,905</u>
PROPERTY, PLANT AND EQUIPMENT:		
Property, plant and equipment, at cost	3,065,155	3,044,260
Less accumulated depreciation, depletion and amortization	<u>(1,309,334)</u>	<u>(1,243,985)</u>
Total property, plant and equipment, net	1,755,821	1,800,275
OTHER ASSETS:		
Advance royalties, net	32,666	21,295
Equity investments in affiliate	84,234	64,509
Goodwill	136,399	136,399
Other long-term assets	22,694	23,903
Total other assets	<u>275,993</u>	<u>246,106</u>
TOTAL ASSETS	<u>\$ 2,368,502</u>	<u>\$ 2,361,286</u>
LIABILITIES AND PARTNERS' CAPITAL		
CURRENT LIABILITIES:		
Accounts payable	\$ 63,132	\$ 83,597
Due to affiliates	41	129
Accrued taxes other than income taxes	16,602	15,621
Accrued payroll and related expenses	33,459	37,031
Accrued interest	2,801	306
Workers' compensation and pneumoconiosis benefits	8,843	8,688
Current capital lease obligations	20,148	19,764
Other current liabilities	19,534	18,929
Current maturities, long-term debt, net	240,436	238,086
Total current liabilities	<u>404,996</u>	<u>422,151</u>
LONG-TERM LIABILITIES:		
Long-term debt, excluding current maturities, net	644,736	579,420
Pneumoconiosis benefits	61,079	60,077
Accrued pension benefit	38,781	39,031
Workers' compensation	48,337	47,486
Asset retirement obligations	123,302	122,434
Long-term capital lease obligations	74,895	80,150
Other liabilities	21,684	21,174
Total long-term liabilities	<u>1,012,814</u>	<u>949,772</u>
Total liabilities	<u>1,417,810</u>	<u>1,371,923</u>
COMMITMENTS AND CONTINGENCIES		
PARTNERS' CAPITAL:		
Alliance Resource Partners, L.P. ("ARLP") Partners' Capital:		
Limited Partners - Common Unitholders 74,375,025 and 74,188,784 units outstanding, respectively	1,258,251	1,280,218
General Partners' deficit	(276,509)	(258,883)
Accumulated other comprehensive loss	(34,429)	(34,557)
Total ARLP Partners' Capital	<u>947,313</u>	<u>986,778</u>
Noncontrolling interest	3,379	2,585
Total Partners' Capital	<u>950,692</u>	<u>989,363</u>
TOTAL LIABILITIES AND PARTNERS' CAPITAL	<u>\$ 2,368,502</u>	<u>\$ 2,361,286</u>

See notes to condensed consolidated financial statements.

(In thousands, except unit and per unit data)
(Unaudited)

	Three Months Ended March 31,	
	2016	2015
SALES AND OPERATING REVENUES:		
Coal sales	\$ 401,292	\$ 517,739
Transportation revenues	6,558	7,148
Other sales and operating revenues	4,979	35,529
Total revenues	412,829	560,416
EXPENSES:		
Operating expenses (excluding depreciation, depletion and amortization)	253,303	334,362
Transportation expenses	6,558	7,148
Outside coal purchases	-	322
General and administrative	17,238	16,846
Depreciation, depletion and amortization	80,883	78,268
Total operating expenses	357,982	436,946
INCOME FROM OPERATIONS	54,847	123,470
Interest expense (net of interest capitalized for the three months ended March 31, 2016 and 2015 of \$227 and \$212, respectively)	(7,615)	(7,968)
Interest income	3	531
Equity in loss of affiliates, net	(27)	(9,686)
Other income	91	118
INCOME BEFORE INCOME TAXES	47,299	106,465
INCOME TAX BENEFIT	(9)	(2)
NET INCOME	47,308	106,467
LESS: NET LOSS ATTRIBUTABLE TO NONCONTROLLING INTEREST	2	13
NET INCOME ATTRIBUTABLE TO ALLIANCE RESOURCE PARTNERS, L.P. ("NET INCOME OF ARLP")	\$ 47,310	\$ 106,480
GENERAL PARTNERS' INTEREST IN NET INCOME OF ARLP	\$ 19,722	\$ 36,883
LIMITED PARTNERS' INTEREST IN NET INCOME OF ARLP	\$ 27,588	\$ 69,597
BASIC AND DILUTED NET INCOME OF ARLP PER LIMITED PARTNER UNIT (Note 9)	\$ 0.36	\$ 0.92
DISTRIBUTIONS PAID PER LIMITED PARTNER UNIT	\$ 0.675	\$ 0.65
WEIGHTED AVERAGE NUMBER OF UNITS OUTSTANDING – BASIC AND DILUTED	74,291,114	74,130,405

See notes to condensed consolidated financial statements.

[Table of Contents](#)

ALLIANCE RESOURCE PARTNERS, L.P. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands)
(Unaudited)

	Three Months Ended March 31,	
	2016	2015
NET INCOME	\$ 47,308	\$ 106,467
OTHER COMPREHENSIVE INCOME/(LOSS):		

Defined benefit pension plan:		
Amortization of net actuarial loss (1)	789	842
Total defined benefit pension plan adjustments	<u>789</u>	<u>842</u>
Pneumoconiosis benefits:		
Amortization of net actuarial gain (1)	(661)	(113)
Total pneumoconiosis benefits adjustments	<u>(661)</u>	<u>(113)</u>
OTHER COMPREHENSIVE INCOME	<u>128</u>	<u>729</u>
COMPREHENSIVE INCOME	47,436	107,196
Less: Comprehensive loss attributable to noncontrolling interest	<u>2</u>	<u>13</u>
COMPREHENSIVE INCOME ATTRIBUTABLE TO ARLP	<u>\$ 47,438</u>	<u>\$ 107,209</u>

(1) Amortization of net actuarial gain or loss is included in the computation of net periodic benefit cost (see Notes 10 and 12 for additional details).

See notes to condensed consolidated financial statements.

[Table of Contents](#)

ALLIANCE RESOURCE PARTNERS, L.P. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	Three Months Ended March 31,	
	2016	2015
CASH FLOWS PROVIDED BY OPERATING ACTIVITIES	\$ 80,594	\$ 161,622
CASH FLOWS FROM INVESTING ACTIVITIES:		
Property, plant and equipment:		
Capital expenditures	(31,733)	(50,330)
Changes in accounts payable and accrued liabilities	(6,247)	659
Proceeds from sale of property, plant and equipment	458	299
Purchases of equity investments in affiliates	(20,168)	(18,804)
Payments for acquisitions of businesses, net of cash acquired	-	(28,078)
Other	416	1,807
Net cash used in investing activities	<u>(57,274)</u>	<u>(94,447)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:		
Borrowings under securitization facility	22,500	-
Payments under securitization facility	(13,900)	-
Payments on term loan	(6,250)	(6,250)
Borrowings under revolving credit facility	105,000	95,000
Payments under revolving credit facility	(40,000)	(65,000)
Payments on capital lease obligations	(4,871)	(343)
Contributions to consolidated company from affiliate noncontrolling interest	796	333
Net settlement of employee withholding taxes on vesting of Long-Term Incentive Plan	(1,336)	(2,719)
Cash contributions by General Partners	47	95
Distributions paid to Partners	(88,749)	(84,356)
Other	-	(2,141)
Net cash used in financing activities	<u>(26,763)</u>	<u>(65,381)</u>
NET CHANGE IN CASH AND CASH EQUIVALENTS	(3,443)	1,794
CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD	33,431	24,601
CASH AND CASH EQUIVALENTS AT END OF PERIOD	<u>\$ 29,988</u>	<u>\$ 26,395</u>

SUPPLEMENTAL CASH FLOW INFORMATION:

Cash paid for interest	\$ 4,996	\$ 2,137
------------------------	----------	----------

NON-CASH INVESTING AND FINANCING ACTIVITY:

Accounts payable for purchase of property, plant and equipment	\$ 6,387	\$ 16,313
Market value of common units issued under Long-Term Incentive and Directors Deferred Compensation Plans before minimum statutory tax withholding requirements	\$ 3,642	\$ 7,389
Acquisition of businesses:		
Fair value of assets assumed	\$ -	\$ 37,881
Contingent consideration	-	(5,746)
Previously held equity-method investment	-	(1,609)
Cash paid, net of cash acquired	-	(28,078)
Fair value of liabilities assumed	\$ -	\$ 2,448

See notes to condensed consolidated financial statements.

[Table of Contents](#)

ALLIANCE RESOURCE PARTNERS, L.P. AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (Unaudited)

1. ORGANIZATION AND PRESENTATION

Significant Relationships Referenced in Notes to Condensed Consolidated Financial Statements

- References to “we,” “us,” “our” or “ARLP Partnership” mean the business and operations of Alliance Resource Partners, L.P., the parent company, as well as its consolidated subsidiaries.
- References to “ARLP” mean Alliance Resource Partners, L.P., individually as the parent company, and not on a consolidated basis.
- References to “MGP” mean Alliance Resource Management GP, LLC, the managing general partner of Alliance Resource Partners, L.P., also referred to as our managing general partner.
- References to “SGP” mean Alliance Resource GP, LLC, the special general partner of Alliance Resource Partners, L.P., also referred to as our special general partner.
- References to “Intermediate Partnership” mean Alliance Resource Operating Partners, L.P., the intermediate partnership of Alliance Resource Partners, L.P.
- References to “Alliance Resource Properties” mean Alliance Resource Properties, LLC, the land-holding company for the mining operations of Alliance Resource Operating Partners, L.P.
- References to “Alliance Coal” mean Alliance Coal, LLC, the holding company for the mining operations of Alliance Resource Operating Partners, L.P., also referred to as our primary operating subsidiary.
- References to “AHGP” mean Alliance Holdings GP, L.P., individually as the parent company, and not on a consolidated basis.
- References to “AGP” mean Alliance GP, LLC, the general partner of Alliance Holdings GP, L.P.

Organization

ARLP is a Delaware limited partnership listed on the NASDAQ Global Select Market under the ticker symbol “ARLP.” ARLP was formed in May 1999 to acquire, upon completion of ARLP’s initial public offering on August 19, 1999, certain coal production and marketing assets of Alliance Resource Holdings, Inc., a Delaware corporation (“ARH”), consisting of substantially all of ARH’s operating subsidiaries, but excluding ARH. ARH is owned by Joseph W. Craft III, the President and Chief Executive Officer and a Director of our managing general partner, and Kathleen S. Craft. SGP, a Delaware limited liability company, is owned by ARH and holds a 0.01% general partner interest in each of ARLP and the Intermediate Partnership.

We are managed by MGP, a Delaware limited liability company, which holds a 0.99% and a 1.0001% managing general partner interest in ARLP and the Intermediate Partnership, respectively, and a 0.001% managing member interest in Alliance Coal. AHGP is a Delaware limited partnership that was formed to become the owner and controlling member of MGP. AHGP completed its initial public offering on May 15, 2006. AHGP owns directly and indirectly 100% of the members’ interest of MGP, the incentive distribution rights (“IDR”) in ARLP and 31,088,338 common units of ARLP. ARLP and its consolidated subsidiaries represent

virtually all the net assets and operations of AHGP.

Basis of Presentation

The accompanying condensed consolidated financial statements include the accounts and operations of the ARLP Partnership and present the consolidated financial position as of March 31, 2016 and December 31, 2015 and the results of operations, comprehensive income and cash flows for the three months ended March 31, 2016 and 2015 of ARLP, the Intermediate Partnership (a subsidiary of ARLP and a variable interest entity of which ARLP is the primary beneficiary), Alliance Coal (a variable interest

[Table of Contents](#)

entity of which the Intermediate Partnership is the primary beneficiary) and other directly and indirectly wholly- and majority-owned subsidiaries of the Intermediate Partnership and Alliance Coal. The Intermediate Partnership, Alliance Coal and their wholly- and majority-owned subsidiaries represent virtually all the net assets of the ARLP Partnership. MGP's interests in both Alliance Coal and the Intermediate Partnership and SGP's 0.01% interest in the Intermediate Partnership are reported as part of the overall two percent general partner interest in the ARLP Partnership. MGP's incentive distribution rights in ARLP are also reported with the general partner interest in ARLP. All intercompany transactions and accounts have been eliminated. See Note 7 – Variable Interest Entities for more information regarding ARLP's consolidation of the Intermediate Partnership and Alliance Coal. See Note 9 – Net Income of ARLP Per Limited Partner Unit for more information regarding MGP's incentive distribution rights in ARLP.

These condensed consolidated financial statements and notes are unaudited. However, in the opinion of management, these financial statements reflect all normal recurring adjustments necessary for a fair presentation of the results for the periods presented. Results for interim periods are not necessarily indicative of results to be expected for the full year ending December 31, 2016.

These condensed consolidated financial statements and notes are prepared pursuant to the rules and regulations of the Securities and Exchange Commission for interim reporting and do not include all of the information normally included with financial statements prepared in accordance with generally accepted accounting principles ("GAAP") of the United States. These financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2015.

Use of Estimates

The preparation of the ARLP Partnership's condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts and disclosures in our condensed consolidated financial statements. Actual results could differ from those estimates.

Goodwill

Goodwill represents the excess of cost over the fair value of net assets of acquired businesses. Goodwill is not amortized, but instead is evaluated for impairment periodically. We evaluate goodwill for impairment annually on November 30th, or more often if events or circumstances indicate that goodwill might be impaired. The reporting unit or units used to evaluate and measure goodwill for impairment are determined primarily from the manner in which the business is managed or operated. A reporting unit is an operating segment or a component that is one level below an operating segment. There were no impairments of goodwill during the three month period ended March 31, 2016. In future periods it is reasonably possible that a variety of circumstances could result in an impairment of our goodwill.

2. NEW ACCOUNTING STANDARDS

New Accounting Standard Issued and Adopted

In April 2015, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2015-03, *Interest – Imputation of Interest* ("ASU 2015-03"). ASU 2015-03 changes the classification and presentation of debt issuance costs by requiring debt issuance costs to be reported as a direct deduction from the face amount of the debt liability rather than an asset. Amortization of the costs is reported as interest expense. The amendment does not affect the current guidance on the recognition and measurement of debt issuance costs. ASU 2015-03 was effective for fiscal years, and interim periods within those years, beginning after December 15, 2015 and is applied retrospectively to each period presented. The adoption of ASU 2015-03 resulted in immaterial changes to our condensed consolidated financial statements.

[Table of Contents](#)

In February 2015, the FASB issued ASU 2015-02, *Consolidation* (“ASU 2015-02”). ASU 2015-02 changes the requirements and analysis required when determining the reporting entity’s need to consolidate an entity, including modifying the evaluation of limited partnership variable interest status, presumption that a general partner should consolidate a limited partnership and the consolidation criterion applied by a reporting entity involved with variable interest entities. ASU 2015-02 is effective for fiscal years, and interim periods within those years, beginning after December 15, 2015 and may be applied retrospectively to each period presented or as a cumulative-effect adjustment as of the date of adoption. The adoption of ASU 2015-02 in January 2016 did not have a material impact on our condensed consolidated financial statements.

New Accounting Standards Issued and Not Yet Adopted

In March 2016, the FASB issued ASU 2016-09, *Compensation—Stock Compensation* (Topic 718): Improvements to Employee Share-Based Payment Accounting (“ASU 2016-09”). ASU 2016-09 simplifies the accounting for several aspects of share-based payment transactions, including the income tax consequences, classification of awards as either equity or liabilities, and classification on the statement of cash flows. ASU 2016-09 is effective for annual periods beginning after December 15, 2016, and interim periods within those annual periods, with early adoption permitted. We are currently evaluating the effect of adopting ASU 2016-09.

In February 2016, the FASB issued ASU 2016-02, *Leases* (Topic 842) (“ASU 2016-02”). ASU 2016-02 increases transparency and comparability among organizations by requiring lessees to record right-to-use assets and corresponding lease liabilities on the balance sheet and disclosing key information about lease arrangements. The new guidance will continue to classify leases as either finance or operating, with classification affecting the pattern of income recognition in the statement of income. ASU 2016-02 is effective for fiscal years beginning after December 15, 2018, including interim periods within those fiscal years, with early adoption permitted. We are currently evaluating the effect of adopting ASU 2016-02.

In July 2015, the FASB issued ASU 2015-11, *Inventory* (Topic 330): Simplifying the Measurement of Inventory (“ASU 2015-11”). ASU 2015-11 simplifies the subsequent measurement of inventory. It replaces the current lower of cost or market test with the lower of cost or net realizable value test. Net realizable value is defined as the estimated selling prices in the ordinary course of business, less reasonably predictable costs of completion, disposal, and transportation. The new standard will be applied prospectively and is effective for annual reporting periods beginning after December 15, 2016 and interim periods within those annual periods, with early adoption permitted. We are currently evaluating the effect of adopting ASU 2015-11, but do not expect it to have a material impact on our consolidated financial statements.

In August 2014, the FASB issued ASU 2014-15, *Disclosure of Uncertainties about an Entity’s Ability to Continue as a Going Concern* (“ASU 2014-15”). ASU 2014-15 provides guidance on management’s responsibility in evaluating whether there is substantial doubt about an entity’s ability to continue as a going concern and to provide related footnote disclosures. ASU 2014-15 is effective for the annual period ending after December 15, 2016, and for annual periods and interim periods thereafter with early adoption permitted. We do not anticipate the adoption of ASU 2014-15 will have a material impact on our consolidated financial statements.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers* (“ASU 2014-09”). ASU 2014-09 is a new revenue recognition standard that provides a five-step analysis of transactions to determine when and how revenue is recognized. The core principle of the new standard is an entity should recognize revenue to depict the transfer of promised goods or services to customers in an

[Table of Contents](#)

amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The standard will be applied retrospectively to each period presented or as a cumulative-effect adjustment as of the date of adoption. ASU 2014-09 was originally effective for fiscal years, and interim periods within those years, beginning after December 15, 2016. In August 2015, the FASB issued ASU 2015-14, *Revenue from Contracts with Customers: Deferral of the Effective Date* (“ASU 2015-14”), which defers the effective date by one year while providing the option to early adopt the standard on the original effective date. We have developed an assessment team to determine the effect of adopting ASU 2014-09. We are still determining whether there will be any material impact on our revenue recognition; however, we believe changes with respect to disclosures on revenue from contracts will be reflected in our consolidated financial statements. Our assessment team will continue working through the new guidance to finalize an evaluation later this year.

3. CONTINGENCIES

Various lawsuits, claims and regulatory proceedings incidental to our business are pending against the ARLP Partnership. We record accruals for potential losses related to these matters when, in management's opinion, such losses are probable and reasonably estimable. Based on known facts and circumstances, we believe the ultimate outcome of these outstanding lawsuits, claims and regulatory proceedings will not have a material adverse effect on our financial condition, results of operations or liquidity. However, if the results of these matters were different from management's current opinion and in amounts greater than our accruals, then they could have a material adverse effect.

4. INVENTORIES

Inventories consist of the following:

	<u>March 31, 2016</u>	<u>December 31, 2015</u>
	(in thousands)	
Coal	\$ 117,610	\$ 83,682
Supplies (net of reserve for obsolescence of \$3,706 and \$3,841, respectively)	37,734	37,399
Total inventory	<u>\$ 155,344</u>	<u>\$ 121,081</u>

During the three months ended March 31, 2016, we recorded a lower of cost or market adjustment of \$12.3 million to our coal inventories as a result of lower coal sale prices and higher cost per ton due to lower production at the Hamilton County Coal, LLC ("Hamilton") mining complex as a result of customer deferrals and challenging market conditions.

5. FAIR VALUE MEASUREMENTS

The following table summarizes our recurring fair value measurements within the hierarchy:

	<u>March 31, 2016</u>			<u>December 31, 2015</u>		
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
	(in thousands)					
Long-term debt	\$ -	\$ 886,481	\$ -	\$ -	\$ 819,099	\$ -
Contingent consideration	-	-	10,400	-	-	10,400
Total	<u>\$ -</u>	<u>\$ 886,481</u>	<u>\$ 10,400</u>	<u>\$ -</u>	<u>\$ 819,099</u>	<u>\$ 10,400</u>

The carrying amounts for cash equivalents, accounts receivable, accounts payable, due from affiliates and due to affiliates approximate fair value due to the short maturity of those instruments.

[Table of Contents](#)

The estimated fair value of our long-term debt, including current maturities, is based on interest rates that we believe are currently available to us in active markets for issuance of debt with similar terms and remaining maturities (See Note 6 – Long-Term Debt). The fair value of debt, which is based upon these interest rates, is classified as a Level 2 measurement under the fair value hierarchy.

The estimated fair value of our contingent consideration arrangement is based on a probability-weighted discounted cash flow model. The assumptions used in the model include a risk-adjusted discount rate, forward coal sales price curves, cost of debt and probabilities of meeting certain threshold prices. The fair value measurement is based on significant inputs not observable in active markets and thus represents a Level 3 fair value measurement under the fair value hierarchy.

6. LONG-TERM DEBT

Long-term debt consists of the following:

	<u>Principal</u>		<u>Unamortized Debt Issuance Costs</u>	
	<u>March 31, 2016</u>	<u>December 31, 2015</u>	<u>March 31, 2016</u>	<u>December 31, 2015</u>
	(in thousands)			
Revolving Credit facility	\$ 450,000	\$ 385,000	\$ (1,376)	\$ (1,675)

Series B senior notes	145,000	145,000	(152)	(169)
Term loan	200,000	206,250	-	-
Securitization facility	91,700	83,100	-	-
	<u>886,700</u>	<u>819,350</u>	<u>(1,528)</u>	<u>(1,844)</u>
Less current maturities	(241,700)	(239,350)	1,264	1,264
Total long-term debt	<u>\$ 645,000</u>	<u>\$ 580,000</u>	<u>\$ (264)</u>	<u>\$ (580)</u>

Our Intermediate Partnership has a \$700.0 million revolving credit facility (“Revolving Credit Facility”), \$145.0 million in Series B senior notes (“Series B Senior Notes”) and a \$200.0 million term loan (“Term Loan” and collectively, with the Revolving Credit Facility and the Series B Senior Notes, the “ARLP Debt Arrangements”), which are guaranteed by all of the material direct and indirect subsidiaries of our Intermediate Partnership. On October 16, 2015 the Revolving Credit Facility was amended to increase the baskets for permitted other unsecured debt and capital lease obligations and for annual sale-leaseback arrangements. Our Intermediate Partnership also has a \$100.0 million accounts receivable securitization facility (“Securitization Facility”). At March 31, 2016, current maturities include the Securitization Facility and a portion of the Term Loan.

The ARLP Debt Arrangements contain various covenants affecting our Intermediate Partnership and its subsidiaries restricting, among other things, the amount of distributions by our Intermediate Partnership, incurrence of additional indebtedness and liens, sale of assets, investments, mergers and consolidations and transactions with affiliates, in each case subject to various exceptions. The ARLP Debt Arrangements also require the Intermediate Partnership to remain in control of a certain amount of mineable coal reserves relative to its annual production. In addition, the ARLP Debt Arrangements require our Intermediate Partnership to maintain (a) debt to cash flow ratio of not more than 3.0 to 1.0 and (b) cash flow to interest expense ratio of not less than 3.0 to 1.0, in each case, during the four most recently ended fiscal quarters. The debt to cash flow ratio and cash flow to interest expense ratio were 1.38 to 1.0 and 22.7 to 1.0, respectively, for the trailing twelve months ended March 31, 2016. We were in compliance with the covenants of the ARLP Debt Arrangements as of March 31, 2016. See Note 7 – Variable Interest Entities for further discussion of restrictions on the cash available for distribution and its impact on our consolidations.

[Table of Contents](#)

At March 31, 2016, we had borrowings of \$450.0 million and \$5.9 million of letters of credit outstanding with \$244.1 million available for borrowing under the Revolving Credit Facility. We utilize the Revolving Credit Facility, as appropriate, for working capital requirements, capital expenditures and investments in affiliates, scheduled debt payments and distribution payments. We incur an annual commitment fee of 0.25% on the undrawn portion of the Revolving Credit Facility.

On December 5, 2014, certain direct and indirect wholly-owned subsidiaries of our Intermediate Partnership entered into the Securitization Facility providing additional liquidity and funding. Under the Securitization Facility, certain subsidiaries sell trade receivables on an ongoing basis to our Intermediate Partnership, which then sells the trade receivables to AROP Funding, LLC (“AROP Funding”), a wholly-owned bankruptcy-remote special purpose subsidiary of our Intermediate Partnership, which in turn borrows on a revolving basis up to \$100.0 million secured by the trade receivables. After the sale, Alliance Coal, as servicer of the assets, collects the receivables on behalf of AROP Funding. The Securitization Facility bears interest based on a Eurodollar Rate. It was renewed in December 2015 and matures in December 2016. On February 24, 2016 the facility was amended to include additional subsidiaries as sellers of trade receivables, thereby increasing availability under the facility. At March 31, 2016, we had \$91.7 million outstanding under the Securitization Facility.

On October 6, 2015, Cavalier Minerals JV, LLC (“Cavalier Minerals”) (See Note 7 – Variable Interest Entities) entered into a credit agreement (the “Cavalier Credit Agreement”) with Mineral Lending, LLC (“Mineral Lending”) for a \$100.0 million line of credit (the “Cavalier Credit Facility”). Mineral Lending is an entity owned by a) Alliance Resource Holdings II, Inc. (“ARH II,” the parent of ARH), b) an entity owned by an officer of ARH who is also a director of ARH II (“ARH Officer”) and c) foundations established by the President and Chief Executive Officer of MGP and Kathleen S. Craft. There is no commitment fee under the facility. Borrowings under the Cavalier Credit Facility bear interest at a one month LIBOR rate plus 6% with interest payable quarterly. Repayment of the principal balance will begin following the first fiscal quarter after the earlier of the date on which the aggregate amount borrowed exceeds \$90.0 million or December 31, 2017, in quarterly payments of an amount equal to the greater of \$1.3 million initially, escalated to \$2.5 million after two years, or fifty percent of Cavalier Minerals’ excess cash flow. The Cavalier Credit Facility matures September 30, 2024, at which time all amounts then outstanding are required to be repaid. To secure availability of the facility, Cavalier Minerals pledged all of its partnership interests, owned or later acquired, in AllDale Minerals, L.P. (“AllDale I”) and AllDale Minerals II, L.P. (“AllDale II”) (collectively “AllDale Minerals”). Cavalier Minerals may prepay the Cavalier Credit Facility at any time in whole or in part subject to terms and conditions described in the Cavalier Credit Agreement. As of March 31, 2016, Cavalier Minerals had not drawn on the Cavalier Credit Facility.

7. VARIABLE INTEREST ENTITIES

Cavalier Minerals

On November 10, 2014, our subsidiary, Alliance Minerals, and Bluegrass Minerals Management, LLC (“Bluegrass Minerals”) entered into a limited liability company agreement (the “Cavalier Agreement”) to create Cavalier Minerals, which was formed to indirectly acquire oil and gas mineral interests, initially through its 71.7% noncontrolling ownership interest in AllDale I and subsequently through its 72.8% noncontrolling ownership interest in AllDale II. Alliance Minerals and Bluegrass Minerals initially committed funding of \$48.0 million and \$2.0 million, respectively, to Cavalier Minerals, and Cavalier Minerals committed funding of \$49.0 million to AllDale I. On October 6, 2015, Alliance Minerals and Bluegrass Minerals committed to fund an additional \$96.0 million and \$4.0 million, respectively, to Cavalier Minerals, and Cavalier Minerals committed to fund \$100.0 million to AllDale II. Alliance Minerals’ contributions through December 31, 2015 to Cavalier Minerals totaled \$63.1 million. During the three months ended March 31, 2016, Alliance Minerals contributed an additional \$19.1 million bringing our total investment in Cavalier Minerals to \$82.2 million at March 31, 2016. Our remaining commitment to Cavalier Minerals at March 31, 2016 was \$61.8 million. Bluegrass

[Table of Contents](#)

Minerals, which is owned and controlled by the ARH Officer discussed in Note 6 – Long-Term Debt and is Cavalier Minerals’ managing member, contributed \$3.4 million to Cavalier Minerals as of March 31, 2016 and has a remaining commitment of \$2.6 million. At Alliance Minerals’ election, Cavalier Minerals will meet its remaining funding commitment to AllDale Minerals through contributions from Alliance Minerals and Bluegrass Minerals or from borrowings under the Cavalier Credit Facility (see Note 6 – Long-Term Debt). We expect to fund our remaining commitments utilizing existing cash balances, future cash flows from operations, borrowings under credit and securitization facilities and cash provided from the issuance of debt or equity, or by requiring Cavalier Minerals to draw on the Cavalier Credit Facility.

In accordance with the Cavalier Agreement, Bluegrass Minerals is entitled to receive an incentive distribution from Cavalier Minerals equal to 25% of all distributions (including in liquidation) after return of members’ capital reduced by certain distributions received by Bluegrass Minerals or its owner from AllDale Minerals Management, LLC (“AllDale Minerals Management”), the managing member of AllDale Minerals. Alliance Minerals’ ownership interest in Cavalier Minerals at March 31, 2016 was 96%. The remainder of the equity ownership is held by Bluegrass Minerals. We have consolidated Cavalier Minerals’ financial results as we concluded that Cavalier Minerals is a variable interest entity (“VIE”) and we are the primary beneficiary because neither Bluegrass Minerals nor Alliance Minerals individually have both the power and the benefits related to Cavalier Minerals and we are most closely aligned with Cavalier Minerals through our substantial equity ownership. Bluegrass Minerals equity ownership of Cavalier Minerals is accounted for as noncontrolling ownership interest in our condensed consolidated balance sheets. In addition, earnings attributable to Bluegrass Minerals are recognized as noncontrolling interest in our condensed consolidated statements of income.

WKY CoalPlay

On November 17, 2014, SGP Land, LLC (“SGP Land”), a wholly-owned subsidiary of SGP, and two limited liability companies (“Craft Companies”) owned by irrevocable trusts established by the President and Chief Executive Officer of MGP entered into a limited liability company agreement to form WKY CoalPlay, LLC (“WKY CoalPlay”). WKY CoalPlay was formed, in part, to purchase and lease coal reserves. WKY CoalPlay is managed by the ARH Officer discussed in Note 6 – Long-Term Debt, who is also an employee of SGP Land and trustee of the irrevocable trusts owning the Craft Companies. In December 2014 and February 2015, we entered into various coal reserve leases with WKY CoalPlay. During the three months ended March 31, 2016, we paid \$10.8 million of advanced royalties to WKY CoalPlay. As of March 31, 2016, we had \$21.5 million of advanced royalties outstanding under the leases, which is reflected in the *Advance royalties, net* line item in our condensed consolidated balance sheets.

We have concluded that WKY CoalPlay is a VIE because of our ability to exercise options to acquire reserves under lease with WKY CoalPlay, which is not within the control of the equity holders and, if it occurs, could potentially limit the expected residual return to the owners of WKY CoalPlay. We do not have any economic or governance rights related to WKY CoalPlay and our options that provide us with a variable interest in WKY CoalPlay’s reserve assets do not give us any rights that constitute power to direct the primary activities that most significantly impact WKY CoalPlay’s economic performance. SGP Land has the sole ability to replace the manager of WKY CoalPlay at its discretion and therefore has power to direct the activities of WKY CoalPlay. Consequently, we concluded that SGP Land is the primary beneficiary of WKY CoalPlay.

Alliance Coal and the Intermediate Partnership

Alliance Coal is a limited liability company designed to operate as the operating subsidiary of the Intermediate Partnership and holds the interests in the mining operations and Alliance Service, Inc. (“ASI”). The Intermediate Partnership is a limited liability partnership that holds the non-managing member interest in Alliance Coal, the sole member interests in Alliance Resource Properties, Alliance Minerals and other miscellaneous businesses. Together Alliance Coal and the Intermediate Partnership

[Table of Contents](#)

and their subsidiaries represent virtually all the net assets of ARLP. Both the Intermediate Partnership and Alliance Coal were designed to operate as the operating subsidiaries of ARLP and to distribute available cash to ARLP so that ARLP can distribute available cash to its partners. We considered MGP's and ARLP's ownership in the Intermediate Partnership and MGP's and the Intermediate Partnership's ownership in Alliance Coal separately for the purposes of determining whether the Intermediate Partnership and Alliance Coal are VIEs.

The Intermediate Partnership holds a 99.999% non-managing interest and MGP holds the 0.001% managing member interest in Alliance Coal. To determine whether Alliance Coal is a VIE, we considered that since Alliance Coal is structured as the equivalent of a limited partnership with the non-managing member 1) not having the ability to remove its managing member and 2) not participating significantly in the operational decisions, Alliance Coal represents a VIE.

We determined that the Intermediate Partnership should consolidate Alliance Coal because it has a controlling financial interest in Alliance Coal. We made this determination based on 1) the purpose and design of Alliance Coal which is to a) be the operating subsidiary of the Intermediate Partnership and b) distribute all of its cash to the Intermediate Partnership such that the Intermediate Partnership can pay its partners and debt obligations, 2) AHGP's common control over both the Intermediate Partnership and MGP, as discussed in Note 1 – Organization and Presentation, to achieve the aforementioned purpose and design, 3) the Intermediate Partnership's debt funding for Alliance Coal for capital expenditures, operations and other purposes as needed and related risks and collateral requirements in the debt arrangement and 4) making available the most meaningful information to investors.

ARLP holds a 98.9899% limited partnership interest in the Intermediate Partnership and MGP holds the 1.0001% managing partner interest in the Intermediate Partnership. To determine whether the Intermediate Partnership is a VIE, we considered that since the Intermediate Partnership is structured as a limited partnership with the limited partner 1) not having the ability to remove its general partner and 2) not participating significantly in the operational decisions, the Intermediate Partnership represents a VIE.

We determined that ARLP should consolidate the Intermediate Partnership because it has a controlling financial interest in the Intermediate Partnership. We made this determination based on 1) the purpose and design of the Intermediate Partnership which is to a) be the operating subsidiary to ARLP and b) distribute all of its available cash to ARLP to pay its partners, 2) AHGP's common control over ARLP, MGP and the Intermediate Partnership, as discussed in Note 1 – Organization and Presentation, to achieve the aforementioned purpose and design, and 3) making available the most meaningful information to investors.

The effect of the partnership agreements of ARLP and the Intermediate Partnership and the operating agreement of Alliance Coal (collectively the "Agreements") is that on a quarterly basis 100% of available cash from our operations must be distributed by ARLP to its partners (apart from nominal distributions from the Intermediate Partnership and Alliance Coal to MGP and SGP). Available cash is determined as defined in the Agreements and represents all cash with the exception of cash reserves (i) for the proper conduct of the business including reserves for future capital expenditures and for anticipated credit needs of the Partnership Group, (ii) to comply with debt obligations or (iii) to provide funds for certain subsequent distributions. Cash reserves may not be established for the purpose of funding subsequent distributions if the effect would be to prevent ARLP from making the minimum quarterly distributions plus any cumulative distribution arrearage. MGP, as the managing member of Alliance Coal and the managing general partner of the Intermediate Partnership, is responsible for distributing this cash to ARLP so it can meet its distribution requirements. As discussed in Note 6 – Long-Term Debt, the Intermediate Partnership's debt covenants place additional restrictions on distributions to ARLP by limiting cash available for distribution from the Intermediate Partnership based on various debt covenants pertaining to the most recent preceding quarter. MGP does not have the ability to amend the Agreements.

[Table of Contents](#)

8. EQUITY INVESTMENT

AllDale Minerals

On November 10, 2014, Cavalier Minerals (see Note 7 – Variable Interest Entities) made an initial contribution of \$7.4 million in return for a limited partner interest in AllDale Minerals, which was created to purchase oil and gas mineral interests in various geographic locations within producing basins in the continental U.S. As of December 31, 2015, Cavalier Minerals had contributed \$65.9 million to AllDale Minerals. During the three months ended March 31, 2016, Cavalier Minerals contributed an additional \$20.2 million, bringing the total investment in AllDale Minerals to \$86.1 million as of March 31, 2016. We continually review all rights provided to Cavalier Minerals and us by various agreements and continue to conclude all such rights do not provide Cavalier Minerals

or us the ability to unilaterally direct any of the activities of AllDale Minerals that most significantly impact its economic performance. As such, we account for Cavalier Minerals' ownership interest in the income or loss of AllDale Minerals as an equity investment in our condensed consolidated financial statements. We record equity income or loss based on AllDale Minerals' distribution structure. For the three months ended March 31, 2016 and 2015, we have been allocated losses of \$27,000 and \$0.3 million, respectively, from AllDale Minerals. AllDale Minerals distributed \$0.4 million to Cavalier Minerals during the three months ended March 31, 2016.

[Table of Contents](#)

9. NET INCOME OF ARLP PER LIMITED PARTNER UNIT

We utilize the two-class method in calculating basic and diluted earnings per unit ("EPU"). Net income of ARLP is allocated to the general partners and limited partners in accordance with their respective partnership percentages, after giving effect to any special income or expense allocations, including incentive distributions to our managing general partner, the holder of the IDR pursuant to our partnership agreement, which are declared and paid following the end of each quarter. Under the quarterly IDR provisions of our partnership agreement, our managing general partner is entitled to receive 15% of the amount we distribute in excess of \$0.1375 per unit, 25% of the amount we distribute in excess of \$0.15625 per unit, and 50% of the amount we distribute in excess of \$0.1875 per unit. Our partnership agreement contractually limits our distributions to available cash; therefore, undistributed earnings of the ARLP Partnership are not allocated to the IDR holder. In addition, outstanding awards under our Long-Term Incentive Plan ("LTIP") and phantom units in notional accounts under our Supplemental Executive Retirement Plan ("SERP") and the MGP Amended and Restated Deferred Compensation Plan for Directors ("Deferred Compensation Plan") include rights to nonforfeitable distributions or distribution equivalents and are therefore considered participating securities. As such, we allocate undistributed and distributed earnings to these outstanding awards in our calculation of EPU. The following is a reconciliation of net income of ARLP used for calculating basic earnings per unit and the weighted-average units used in computing EPU for the three months ended March 31, 2016 and 2015:

	Three Months Ended March 31,	
	2016	2015
	(in thousands, except per unit data)	
Net income of ARLP	\$ 47,310	\$ 106,480
Adjustments:		
Managing general partner's priority distributions	(19,159)	(35,463)
General partners' 2% equity ownership	(563)	(1,420)
Limited partners' interest in net income of ARLP	27,588	69,597
Less:		
Distributions to participating securities	(875)	(849)
Undistributed earnings attributable to participating securities	-	(335)
Net income of ARLP available to limited partners	\$ 26,713	\$ 68,413
Weighted-average limited partner units outstanding – basic and diluted	74,291	74,130
Basic and diluted net income of ARLP per limited partner unit (1)	<u>\$ 0.36</u>	<u>\$ 0.92</u>

(1) Diluted EPU gives effect to all dilutive potential common units outstanding during the period using the treasury stock method. Diluted EPU excludes all dilutive potential units calculated under the treasury stock method if their effect is anti-dilutive. For the three months ended March 31, 2016 and 2015, the combined total of LTIP, SERP and Deferred Compensation Plan units of 439 and 807, respectively, were considered anti-dilutive under the treasury stock method.

[Table of Contents](#)

10. WORKERS' COMPENSATION AND PNEUMOCONIOSIS

The changes in the workers' compensation liability, including current and long-term liability balances, for each of the periods presented were as follows:

	Three Months Ended March 31,	
	2016	2015
	(in thousands)	
Beginning balance	\$ 54,558	\$ 57,557
Accruals increase	3,237	2,667
Payments	(2,723)	(2,514)
Interest accretion	492	488
Ending balance	<u>\$ 55,564</u>	<u>\$ 58,198</u>

Certain of our mine operating entities are liable under state statutes and the Federal Coal Mine Health and Safety Act of 1969, as amended, to pay pneumoconiosis, or black lung, benefits to eligible employees and former employees and their dependents. Components of the net periodic benefit cost for each of the periods presented are as follows:

	Three Months Ended March 31,	
	2016	2015
	(in thousands)	
Service cost	\$ 648	\$ 732
Interest cost	627	524
Amortization of net actuarial gain (1)	(661)	(113)
Net periodic benefit cost	<u>\$ 614</u>	<u>\$ 1,143</u>

(1) Amortization of net actuarial gain is included in the *Operating expenses (excluding depreciation, depletion and amortization)* line item within our condensed consolidated statements of income.

11. COMPENSATION PLANS

Long-Term Incentive Plan

We have the LTIP for certain employees and officers of MGP and its affiliates who perform services for us. The LTIP awards are grants of non-vested “phantom” or notional units, which upon satisfaction of vesting requirements, entitle the LTIP participant to receive ARLP common units. Annual grant levels and vesting provisions for designated participants are recommended by the President and Chief Executive Officer of MGP, subject to review and approval of the compensation committee of the MGP board of directors (the “Compensation Committee”). On January 22, 2016, the Compensation Committee determined that the vesting requirements for the 2013 grants of 284,272 restricted units (which was net of 9,178 forfeitures) had been satisfied as of January 1, 2016. As a result of this vesting, on February 11, 2016, we issued 176,319 unrestricted common units to the LTIP participants. The remaining units were settled in cash to satisfy the individual statutory minimum tax obligations of the LTIP participants. On January 22, 2016, the Compensation Committee authorized additional grants of 969,028 restricted units, of which 960,992 units were granted during the three months ended March 31, 2016 and will vest on January 1, 2019, subject to satisfaction of certain financial tests. The fair value of these 2016 grants is equal to the intrinsic value at the date of grant, which was \$12.38 per unit. LTIP expense was \$2.9 million and \$2.6 million for the three months ended March 31, 2016 and 2015, respectively. After consideration of the January 1, 2016 vesting and subsequent issuance of 176,319

[Table of Contents](#)

common units, approximately 2.8 million units remain available under the LTIP for issuance in the future, assuming all grants issued in 2014, 2015 and 2016 currently outstanding are settled with common units, without reduction for tax withholding, and no future forfeitures occur.

As of March 31, 2016, there was \$20.8 million in total unrecognized compensation expense related to the non-vested LTIP grants that are expected to vest. That expense is expected to be recognized over a weighted-average period of 2.1 years. As of March 31, 2016, the intrinsic value of the non-vested LTIP grants was \$18.8 million. As of March 31, 2016, the total obligation associated with the LTIP was \$15.3 million and is included in the partners’ capital *Limited partners-common unitholders* line item in our condensed consolidated balance sheets.

As provided under the distribution equivalent rights provisions of the LTIP and the terms of the LTIP awards, all non-vested grants include contingent rights to receive quarterly cash distributions in an amount or, in the case of the 2016 grants, in the discretion

of the Compensation Committee, phantom units credited to a bookkeeping account with value, equal to the cash distributions we make to unitholders during the vesting period.

SERP and Directors Deferred Compensation Plan

We utilize the SERP to provide deferred compensation benefits for certain officers and key employees. All allocations made to participants under the SERP are made in the form of “phantom” ARLP units. The SERP is administered by the Compensation Committee.

Our directors participate in the Deferred Compensation Plan. Pursuant to the Deferred Compensation Plan, for amounts deferred either automatically or at the election of the director, a notional account is established and credited with notional common units of ARLP, described in the Deferred Compensation Plan as “phantom” units.

For both the SERP and Deferred Compensation Plan, when quarterly cash distributions are made with respect to ARLP common units, an amount equal to such quarterly distribution is credited to each participant’s notional account as additional phantom units. All grants of phantom units under the SERP and Deferred Compensation Plan vest immediately.

For the three months ended March 31, 2016 and 2015, SERP and Deferred Compensation Plan participant notional account balances were credited with a total of 25,661 and 6,376 phantom units, respectively, and the fair value of these phantom units was \$11.46 per unit and \$37.45 per unit, respectively, on a weighted-average basis. Total SERP and Deferred Compensation Plan expense was \$0.3 million for each of the three months ended March 31, 2016 and 2015.

As of March 31, 2016, there were 444,880 total phantom units outstanding under the SERP and Deferred Compensation Plan and the total intrinsic value of the SERP and Deferred Compensation Plan phantom units was \$5.2 million. As of March 31, 2016, the total obligation associated with the SERP and Deferred Compensation Plan was \$13.8 million and is included in the partners’ capital *Limited partners-common unitholders* line item in our condensed consolidated balance sheets.

[Table of Contents](#)

12. COMPONENTS OF PENSION PLAN NET PERIODIC BENEFIT COSTS

Eligible employees at certain of our mining operations participate in a defined benefit plan (the “Pension Plan”) that we sponsor. The benefit formula for the Pension Plan is a fixed dollar unit based on years of service. Components of the net periodic benefit cost for each of the periods presented are as follows:

	Three Months Ended	
	March 31,	
	2016	2015
	(in thousands)	
Service cost	\$ 598	\$ 618
Interest cost	1,132	1,074
Expected return on plan assets	(1,287)	(1,401)
Amortization of net loss (1)	789	842
Net periodic benefit cost	<u>\$ 1,232</u>	<u>\$ 1,133</u>

(1) Amortization of net actuarial loss is included in the *Operating expenses (excluding depreciation, depletion and amortization)* line item within our condensed consolidated statements of income.

During the three months ended March 31, 2016, we made a contribution payment of \$0.6 million to the Pension Plan for the 2015 plan year and \$0.1 million to the Pension Plan for the 2016 plan year. On April 15, 2016, we made a contribution payment of \$0.6 million for the 2016 plan year.

13. SEGMENT INFORMATION

We operate in the eastern U.S. as a producer and marketer of coal to major utilities and industrial users. We aggregate multiple operating segments into two reportable segments: Illinois Basin and Appalachia, and an “all other” category referred to as Other and Corporate. Our reportable segments correspond to major coal producing regions in the eastern U.S. Similar economic characteristics for our operating segments within each of these two reportable segments generally include coal quality, geology, coal marketing opportunities, mining and transportation methods and regulatory issues.

As a result of acquiring the remaining equity interests in White Oak Resources LLC (“White Oak”) and the assumption of operating control of the White Oak Mine No. 1 (now known as the Hamilton Mine No. 1) on July 31, 2015 (the “White Oak Acquisition”), we restructured our reportable segments to include Hamilton as part of our Illinois Basin segment due to the similarities in product, management, location, and operation with other mines included in the segment. This new organization reflects how our chief operating decision maker manages and allocates resources to our various operations. Prior periods have been recast to include transactions of our former White Oak segment in our Illinois Basin segment.

The Illinois Basin reportable segment is comprised of multiple operating segments, including Webster County Coal, LLC’s Dotiki mining complex, Gibson County Coal, LLC’s mining complex, which includes the Gibson North and Gibson South mines, Hopkins County Coal, LLC’s mining complex, which includes the Elk Creek mine and the Fies property, White County Coal, LLC’s Pattiki mining complex, Warrior Coal, LLC’s mining complex, Sebree Mining, LLC’s mining complex (“Sebree”), which includes the Onton mine, Steamport, LLC and certain Sebree reserves, River View Coal, LLC’s mining complex and the Hamilton mining complex. The Sebree and Fies properties are held by us for future mine development. The Elk Creek mine depleted its reserves in March 2016 and ceased production on April 1, 2016. Our Onton and Gibson North mines have been idled since the fourth quarter of 2015 in response to market conditions and continued increases in coal inventories at our mines and customer locations.

[Table of Contents](#)

The Appalachia reportable segment is comprised of multiple operating segments, including the Mettiki mining complex, the Tunnel Ridge, LLC mining complex and the MC Mining, LLC mining complex. The Mettiki mining complex includes Mettiki Coal (WV), LLC’s Mountain View mine and Mettiki Coal, LLC’s preparation plant. During the fourth quarter of 2015, we surrendered the Penn Ridge leases as they were no longer a core part of our foreseeable development plans.

Other and Corporate includes marketing and administrative expenses, ASI and its subsidiary, Matrix Design Group, LLC and its subsidiaries Matrix Design International, LLC and Matrix Design Africa (PTY) LTD (“Matrix Design”), Alliance Design Group, LLC (“Alliance Design”) (collectively, the Matrix Design entities and Alliance Design are referred to as the “Matrix Group”), ASI’s ownership of aircraft, the Mt. Vernon Transfer Terminal, LLC (“Mt. Vernon”) dock activities, coal brokerage activity, Mid-America Carbonates, LLC (“MAC”), certain activities of Alliance Resource Properties, Pontiki Coal, LLC’s throughput receivables and prior workers’ compensation and pneumoconiosis liabilities, Wildcat Insurance, LLC (“Wildcat Insurance”), Alliance Minerals, and its affiliate, Cavalier Minerals (Note 7 – Variable Interest Entities), which holds an equity investment in AllDale Minerals (Note 8 – Equity Investment), and AROP Funding (Note 6 - Long-Term Debt).

Reportable segment results as of and for the three months ended March 31, 2016 and 2015 are presented below.

	<u>Illinois Basin</u>	<u>Appalachia</u>	<u>Other and Corporate</u> (in thousands)	<u>Elimination (1)</u>	<u>Consolidated</u>
<i>Three months ended March 31, 2016</i>					
Total revenues (2)	\$ 287,876	\$ 118,326	\$ 25,170	\$ (18,543)	\$ 412,829
Segment Adjusted EBITDA Expense (3)	171,079	77,016	20,746	(15,629)	253,212
Segment Adjusted EBITDA (4)(5)	112,336	39,382	4,228	(2,914)	153,032
Total assets (6)	1,685,134	519,223	297,009	(132,864)	2,368,502
Capital expenditures	18,014	12,663	1,056	-	31,733
<i>Three months ended March 31, 2015 (recast)</i>					
Total revenues (2)	\$ 391,722	\$ 156,248	\$ 55,124	\$ (42,678)	\$ 560,416
Segment Adjusted EBITDA Expense (3)	229,864	97,815	46,483	(39,596)	334,566
Segment Adjusted EBITDA (4)(5)	148,038	55,833	8,227	(3,082)	209,016
Total assets (6)	1,613,946	593,524	274,233	(153,101)	2,328,602
Capital expenditures (7)	33,757	15,738	835	-	50,330

(1) The elimination column represents the elimination of intercompany transactions and is primarily comprised of sales from the Matrix Group and MAC to our mining operations, coal sales and purchases between operations within different segments, sales of receivables to AROP Funding and insurance premiums paid to Wildcat Insurance.

(2) Revenues included in the Other and Corporate column are primarily attributable to the Matrix Group revenues, Mt. Vernon transloading revenues, administrative service revenues from affiliates, MAC revenues, Wildcat Insurance revenues and brokerage coal sales.

(3) Segment Adjusted EBITDA Expense includes operating expenses, outside coal purchases and other income. Transportation

expenses are excluded as these expenses are passed through to our customers and consequently we do not realize any gain or loss on transportation revenues. We review Segment Adjusted EBITDA Expense per ton for cost trends.

[Table of Contents](#)

The following is a reconciliation of consolidated Segment Adjusted EBITDA Expense to *Operating expenses (excluding depreciation, depletion and amortization)*:

	Three Months Ended March 31,	
	2016	2015
	(in thousands)	
Segment Adjusted EBITDA Expense	\$ 253,212	\$ 334,566
Outside coal purchases	-	(322)
Other income	91	118
Operating expenses (excluding depreciation, depletion and amortization)	<u>\$ 253,303</u>	<u>\$ 334,362</u>

(4) Segment Adjusted EBITDA is defined as net income (prior to the allocation of noncontrolling interest) before net interest expense, income taxes, depreciation, depletion and amortization and general and administrative expenses. Management therefore is able to focus solely on the evaluation of segment operating profitability as it relates to our revenues and operating expenses, which are primarily controlled by our segments. Consolidated Segment Adjusted EBITDA is reconciled to net income as follows:

	Three Months Ended March 31,	
	2016	2015
	(in thousands)	
Consolidated Segment Adjusted EBITDA	\$ 153,032	\$ 209,016
General and administrative	(17,238)	(16,846)
Depreciation, depletion and amortization	(80,883)	(78,268)
Interest expense, net	(7,612)	(7,437)
Income tax benefit	9	2
Net income	<u>\$ 47,308</u>	<u>\$ 106,467</u>

(5) Includes equity in loss of affiliates for the three months ended March 31, 2016 and 2015 of \$27,000 and \$0.3 million, respectively, for Other and Corporate. Includes equity in loss of affiliates for the three months ended March 31, 2015 of \$9.4 million in the Illinois Basin segment.

(6) Total assets for Other and Corporate include investments in affiliate of \$84.2 million at March 31, 2016. Total assets at March 31, 2015 for the Illinois Basin segment and Other and Corporate include investments in affiliates of \$212.5 million and \$19.5 million, respectively.

(7) Capital expenditures shown above exclude the Patriot acquisition on February 3, 2015 and the MAC acquisition on January 1, 2015.

14. SUBSEQUENT EVENTS

On April 26, 2016, we declared a quarterly distribution for the quarter ended March 31, 2016, of \$0.4375 per unit, on all common units outstanding, totaling approximately \$52.4 million, including our managing general partner's incentive distributions, payable on May 13, 2016 to all unitholders of record as of May 6, 2016.

[Table of Contents](#)

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

Significant relationships referenced in this management's discussion and analysis of financial condition and results of operations include the following:

- References to “we,” “us,” “our” or “ARLP Partnership” mean the business and operations of Alliance Resource Partners, L.P., the parent company, as well as its consolidated subsidiaries.
- References to “ARLP” mean Alliance Resource Partners, L.P., individually as the parent company, and not on a consolidated basis.
- References to “MGP” mean Alliance Resource Management GP, LLC, the managing general partner of Alliance Resource Partners, L.P.
- References to “SGP” mean Alliance Resource GP, LLC, the special general partner of Alliance Resource Partners, L.P., also referred to as our special general partner.
- References to “Intermediate Partnership” mean Alliance Resource Operating Partners, L.P., the intermediate partnership of Alliance Resource Partners, L.P.
- References to “Alliance Resource Properties” mean Alliance Resource Properties, LLC, the land-holding company for the mining operations of Alliance Resource Operating Partners, L.P.
- References to “Alliance Coal” mean Alliance Coal, LLC, the holding company for the mining operations of Alliance Resource Operating Partners, L.P., also referred to as our primary operating subsidiary.
- References to “AHGP” mean Alliance Holdings GP, L.P., individually as the parent company, and not on a consolidated basis.
- References to “AGP” mean Alliance GP, LLC, the general partner of Alliance Holdings GP, L.P.

Summary

We are a diversified producer and marketer of coal primarily to major United States (“U.S.”) utilities and industrial users. We began mining operations in 1971 and, since then, have grown through acquisitions and internal development to become the second largest coal producer in the eastern U.S. As is customary in the coal industry, we have entered into long-term coal supply agreements with many of our customers. We operate nine underground mining complexes in Illinois, Indiana, Kentucky, Maryland and West Virginia, and operate a coal loading terminal on the Ohio River at Mt. Vernon, Indiana. Our mining complexes include the Hamilton County Coal, LLC longwall mining complex (“Hamilton”), formerly referred to as the White Oak Mine No. 1, in southern Illinois which we acquired on July 31, 2015 (the “White Oak Acquisition”) by purchasing the remaining equity ownership in White Oak Resources LLC (“White Oak”). Prior to July 31, 2015, we owned a non-controlling, preferred equity interest in White Oak, leased coal reserves to White Oak and owned and operated certain surface facilities at White Oak’s mining complex.

We have two reportable segments: Illinois Basin and Appalachia, and an “all other” category referred to as Other and Corporate. Our reportable segments correspond to major coal producing regions in the eastern U.S. Factors similarly affecting financial performance of our operating segments within each of these two reportable segments generally include coal quality, geology, coal marketing opportunities, mining and transportation methods and regulatory issues.

As a result of acquiring the remaining equity interests in White Oak, we restructured our reportable segments to include Hamilton as part of our Illinois Basin segment due to the similarities in product, management, location, and operation with other mines included in the segment. This new organization reflects how our chief operating decision maker manages and allocates resources to our various operations. Prior periods have been recast to include our former White Oak segment as part of our Illinois Basin segment.

[Table of Contents](#)

- *Illinois Basin* reportable segment is comprised of multiple operating segments, including Webster County Coal, LLC’s Dotiki mining complex; Gibson County Coal, LLC’s mining complex, which includes the Gibson North and Gibson South mines; Hopkins County Coal, LLC’s mining complex, which includes the Elk Creek mine (“Elk Creek”) and Fies property; White County Coal, LLC’s Pattiki mining complex (“Pattiki”); Warrior Coal, LLC’s mining complex (“Warrior”); Sebree Mining, LLC’s mining complex (“Sebree”), which includes the Onton mine, Steamport, LLC and certain Sebree reserves; River View Coal, LLC’s mining complex (“River View”); the Hamilton mining complex; CR Services, LLC; certain properties and equipment of Alliance Resource Properties; ARP Sebree, LLC; ARP Sebree South, LLC; UC Coal, LLC; UC Mining, LLC; and UC Processing, LLC. The Sebree and Fies properties are held by us for future mine development. The Elk Creek mine depleted its reserves in March 2016 and ceased production on April 1, 2016. Our Onton and Gibson North mines have been idled since the fourth quarter of 2015 in response to market conditions and continued increases in coal inventories at our mines and customer locations.
- *Appalachia* reportable segment is comprised of multiple operating segments, including the Mettiki mining complex (“Mettiki”); the Tunnel Ridge, LLC mining complex (“Tunnel Ridge”); and the MC Mining, LLC mining complex (“MC Mining”). The Mettiki mining complex includes Mettiki Coal (WV), LLC’s Mountain View mine and Mettiki Coal, LLC’s preparation plant. During the fourth quarter 2015, we surrendered the Penn Ridge leases as they were no longer a core part of our foreseeable

development plans.

- *Other and Corporate* includes marketing and administrative expenses; Alliance Service, Inc. (“ASI”) and its subsidiary, Matrix Design Group, LLC (“Matrix Design”) and its subsidiaries Matrix Design International, LLC and Matrix Design Africa (PTY) LTD; Alliance Design Group, LLC; ASI’s ownership of aircraft; the Mt. Vernon Transfer Terminal, LLC (“Mt. Vernon”) dock activities; coal brokerage activity; the manufacturing and sales (primarily to our mines) of rock dust by Mid-America Carbonates, LLC (“MAC”); certain activities of Alliance Resource Properties; Pontiki Coal, LLC’s throughput receivables and prior workers’ compensation and pneumoconiosis liabilities; Wildcat Insurance, LLC; Alliance Minerals, LLC and its affiliate, Cavalier Minerals JV, LLC (“Cavalier Minerals”), which holds equity investments in AllDale Minerals, L.P. and AllDale Minerals II, L.P. (collectively “AllDale Minerals”) and AROP Funding, LLC (“AROP Funding”). Please read “Item 1. Financial Statements (Unaudited) – Note 6. Long-term Debt”, “– Note 7. Variable Interest Entities” and “– Note 8. Equity Investment” of this Quarterly Report on Form 10-Q for more information on AROP Funding, Alliance Minerals, Cavalier Minerals and AllDale Minerals.

[Table of Contents](#)

Three Months Ended March 31, 2016 Compared to Three Months Ended March 31, 2015

We reported net income of \$47.3 million for the three months ended March 31, 2016 (“2016 Quarter”) compared to \$106.5 million for the three months ended March 31, 2015 (“2015 Quarter”). The decrease of \$59.2 million was principally due to lower revenues, primarily resulting from planned reductions in coal sales and production volumes and lower other sales and operating revenues due to the absence of coal royalty and surface facilities revenues from White Oak, offset in part by reduced equity in loss of affiliates related to White Oak and lower operating expenses at various operations. Lower volumes in the 2016 Quarter resulted from idling our Onton and Gibson North mines in the fourth quarter of 2015, the planned depletion of reserves at our Elk Creek mine in the 2016 Quarter and reduced production at our River View, Pattiki, Warrior, Tunnel Ridge and MC Mining operations in response to current market conditions, partially offset by volumes from the Hamilton mine acquired as part of the White Oak Acquisition.

	Three Months Ended March 31,			
	2016	2015	2016	2015
	(in thousands)		(per ton sold)	
Tons sold	7,456	9,501	N/A	N/A
Tons produced	8,884	10,502	N/A	N/A
Coal sales	\$401,292	\$517,739	\$53.82	\$54.49
Operating expenses and outside coal purchases	\$253,303	\$334,684	\$33.97	\$35.23

Coal sales. Coal sales decreased 22.5% to \$401.3 million for the 2016 Quarter from \$517.7 million for the 2015 Quarter. The decrease of \$116.4 million in coal sales is attributed to a \$111.4 million decrease as a result of reduced tons sold as discussed above and a \$5.0 million decrease as a result of lower average coal sales prices. Average coal sales prices decreased \$0.67 per ton sold in the 2016 Quarter to \$53.82 compared to \$54.49 per ton sold in the 2015 Quarter, primarily as a result of challenging market conditions and lower-priced legacy contracts at our Hamilton mine inherited in the White Oak Acquisition.

Operating expenses and outside coal purchases. Operating expenses and outside coal purchases combined decreased 24.3% to \$253.3 million for the 2016 Quarter from \$334.7 million for the 2015 Quarter primarily as a result of reduced production as discussed above and a build in coal inventory at various mines partially resulting from customer deferrals of scheduled shipments during the 2016 Quarter. On a per ton basis, operating expenses and outside coal purchases decreased 3.6% to \$33.97 per ton sold from \$35.23 per ton sold in the 2015 Quarter, due primarily to a favorable production cost mix resulting from reduced production at our higher-cost per ton operations and improved recoveries at our Gibson South and Warrior mines. Operating expenses were impacted by various other factors, the most significant of which are discussed below:

- Material and supplies expenses per ton produced decreased 13.7% to \$10.05 per ton in the 2016 Quarter from \$11.65 per ton in the 2015 Quarter. The decrease of \$1.60 per ton produced resulted primarily from the increased mix of lower-cost production discussed above and related decreases of \$0.98 per ton for roof support, \$0.71 per ton for contract labor used in the mining process, \$0.22 per ton for various preparation plant expenses and \$0.19 per ton for certain ventilation expenses partially offset by an increase of \$0.31 per ton for equipment rentals primarily due to equipment leases assumed at the Hamilton mine and \$0.14 per ton in longwall subsidence expense;
- Maintenance expenses per ton produced decreased 7.4% to \$3.52 per ton in the 2016 Quarter from \$3.80 per ton in the 2015 Quarter. The decrease of \$0.28 per ton produced was primarily due to production variances at certain mines discussed above; and

[Table of Contents](#)

- Production taxes and royalties expenses incurred as a percentage of coal sales prices and volumes decreased \$0.21 per produced ton sold in the 2016 Quarter compared to the 2015 Quarter primarily as a result of lower excise taxes per ton resulting from a favorable state production mix and lower average coal sales prices as discussed above.

Operating expenses and outside coal purchases per ton decreases discussed above were partially offset by the following increases:

- Workers' compensation expenses per ton produced increased to \$0.61 per ton in the 2016 Quarter from \$0.49 per ton in the 2015 Quarter. The increase of \$0.12 per ton produced resulted from increased accruals at various operations.
- Operating expenses were also increased by a lower of cost or market adjustment of \$12.3 million to our coal inventory for the 2016 Quarter offsetting the decrease in operating expenses resulting from the inventory build discussed above.

Other sales and operating revenues. Other sales and operating revenues were principally comprised of Mt. Vernon transloading revenues, Matrix Design sales, surface facility services and coal royalty revenues received from White Oak prior to the White Oak Acquisition and other outside services and administrative services revenue from affiliates. Other sales and operating revenues decreased to \$5.0 million in the 2016 Quarter from \$35.5 million in the 2015 Quarter. The decrease of \$30.5 million was primarily due to the absence of coal royalty and surface facilities revenues from White Oak as discussed above, the receipt in the 2015 Quarter of certain customer payments in lieu of shipments related to an Appalachian coal sales contract and lower Matrix Design sales.

Depreciation, depletion and amortization. Depreciation, depletion and amortization expense increased to \$80.9 million for the 2016 Quarter from \$78.3 million for the 2015 Quarter. The increase of \$2.6 million was primarily attributable to the addition of the Hamilton mine partially offset by the impact of idling the Onton and Gibson North mines in the fourth quarter of 2015 and reduced production at our Elk Creek mine.

Interest expense. Interest expense, net of capitalized interest, decreased slightly to \$7.6 million in the 2016 Quarter primarily due to the repayment of our Series A senior notes in June 2015 offset in part by increased borrowings under our revolving credit facility during the 2016 Quarter. Interest payable under our senior notes, term loan and revolving credit facility is discussed below under "–Debt Obligations."

Equity in loss of affiliates, net. Equity in loss of affiliates, net for the 2016 Quarter includes our equity investments in AllDale Minerals. In addition to AllDale Minerals, the 2015 Quarter also includes our equity investments in White Oak. For the 2016 Quarter, we recognized equity in loss of affiliates of \$27,000 compared to \$9.7 million for the 2015 Quarter. As discussed above, as a result of the White Oak Acquisition in July 2015, we no longer account for the Hamilton mine (formerly White Oak) financial results as an equity investment in our condensed consolidated financials but now consolidate Hamilton in our financial results. Thus, the decrease in equity in loss of affiliates, net was primarily due to the absence of White Oak's equity losses in the 2016 Quarter which reflects the change in consolidation accounting for Hamilton beginning in the third quarter of 2015.

Transportation revenues and expenses. Transportation revenues and expenses were \$6.6 million and \$7.1 million for the 2016 and 2015 Quarters, respectively. The decrease of \$0.5 million was primarily attributable to a decrease in average transportation rates in the 2016 Quarter, partially offset by increased tonnage for which we arrange transportation at certain mines. The cost of transportation services are passed through to our customers. Consequently, we do not realize any gain or loss on transportation revenues.

[Table of Contents](#)

Segment Adjusted EBITDA. Our 2016 Quarter Segment Adjusted EBITDA decreased \$56.0 million, or 26.8%, to \$153.0 million from the 2015 Quarter Segment Adjusted EBITDA of \$209.0 million. Segment Adjusted EBITDA, tons sold, coal sales, other sales and operating revenues and Segment Adjusted EBITDA Expense by segment are:

Three Months Ended		
March 31,		
2016	2015	Increase/(Decrease)

	(in thousands)			
Segment Adjusted EBITDA				
Illinois Basin	\$ 112,336	\$ 148,038	\$ (35,702)	(24.1)%
Appalachia	39,382	55,833	(16,451)	(29.5)%
Other and Corporate	4,228	8,227	(3,999)	(48.6)%
Elimination	(2,914)	(3,082)	168	5.5%
Total Segment Adjusted EBITDA (1)	<u>\$ 153,032</u>	<u>\$ 209,016</u>	<u>\$ (55,984)</u>	(26.8)%
Tons sold				
Illinois Basin	5,530	7,119	(1,589)	(22.3)%
Appalachia	1,926	2,374	(448)	(18.9)%
Other and Corporate	367	886	(519)	(58.6)%
Elimination	(367)	(878)	511	58.2%
Total tons sold	<u>7,456</u>	<u>9,501</u>	<u>(2,045)</u>	(21.5)%
Coal sales				
Illinois Basin	\$ 282,689	\$ 368,289	\$ (85,600)	(23.2)%
Appalachia	115,344	145,886	(30,542)	(20.9)%
Other and Corporate	17,298	41,318	(24,020)	(58.1)%
Elimination	(14,039)	(37,754)	23,715	62.8%
Total coal sales	<u>\$ 401,292</u>	<u>\$ 517,739</u>	<u>\$ (116,447)</u>	(22.5)%
Other sales and operating revenues				
Illinois Basin	\$ 726	\$ 19,010	\$ (18,284)	(96.2)%
Appalachia	1,054	7,762	(6,708)	(86.4)%
Other and Corporate	7,704	13,681	(5,977)	(43.7)%
Elimination	(4,505)	(4,924)	419	8.5%
Total other sales and operating revenues	<u>\$ 4,979</u>	<u>\$ 35,529</u>	<u>\$ (30,550)</u>	(86.0)%
Segment Adjusted EBITDA Expense				
Illinois Basin	\$ 171,079	\$ 229,864	\$ (58,785)	(25.6)%
Appalachia	77,016	97,815	(20,799)	(21.3)%
Other and Corporate	20,746	46,483	(25,737)	(55.4)%
Elimination	(15,629)	(39,596)	23,967	60.5%
Total Segment Adjusted EBITDA Expense (2)	<u>\$ 253,212</u>	<u>\$ 334,566</u>	<u>\$ (81,354)</u>	(24.3)%

(1) Segment Adjusted EBITDA, which is not a financial measure calculated in accordance with generally accepted accounting principles (“GAAP”), is defined as net income (prior to the allocation of noncontrolling interest) before net interest expense, income taxes, depreciation, depletion and amortization and general and administrative expenses. Segment Adjusted EBITDA is a key component of consolidated EBITDA, which is used as a supplemental financial measure by management and by external users of our financial statements such as investors, commercial banks, research analysts and others, to assess:

- the financial performance of our assets without regard to financing methods, capital structure or historical cost basis;

[Table of Contents](#)

- the ability of our assets to generate cash sufficient to pay interest costs and support our indebtedness;
- our operating performance and return on investment compared to those of other companies in the coal energy sector, without regard to financing or capital structures; and
- the viability of acquisitions and capital expenditure projects and the overall rates of return on alternative investment opportunities.

Segment Adjusted EBITDA is also used as a supplemental financial measure by our management for reasons similar to those stated in the previous explanation of EBITDA. In addition, the exclusion of corporate general and administrative expenses from consolidated Segment Adjusted EBITDA allows management to focus solely on the evaluation of segment operating profitability as it relates to our revenues and operating expenses, which are primarily controlled by our segments.

The following is a reconciliation of consolidated Segment Adjusted EBITDA to net income, the most comparable GAAP financial measure:

	Three Months Ended March 31,	
	2016	2015
	(in thousands)	
Segment Adjusted EBITDA	\$ 153,032	\$ 209,016
General and administrative	(17,238)	(16,846)
Depreciation, depletion and amortization	(80,883)	(78,268)
Interest expense, net	(7,612)	(7,437)
Income tax benefit	9	2
Net income	<u>\$ 47,308</u>	<u>\$ 106,467</u>

(2) Segment Adjusted EBITDA Expense (a non-GAAP financial measure) includes operating expenses, outside coal purchases and other income. Transportation expenses are excluded as these expenses are passed through to our customers and, consequently, we do not realize any gain or loss on transportation revenues. Segment Adjusted EBITDA Expense is used as a supplemental financial measure by our management to assess the operating performance of our segments. Segment Adjusted EBITDA Expense is a key component of Segment Adjusted EBITDA in addition to coal sales and other sales and operating revenues. The exclusion of corporate general and administrative expenses from Segment Adjusted EBITDA Expense allows management to focus solely on the evaluation of segment operating performance as it primarily relates to our operating expenses. Outside coal purchases are included in Segment Adjusted EBITDA Expense because tons sold and coal sales include sales from outside coal purchases.

[Table of Contents](#)

The following is a reconciliation of consolidated Segment Adjusted EBITDA Expense to operating expense, the most comparable GAAP financial measure:

	Three Months Ended March 31,	
	2016	2015
	(in thousands)	
Segment Adjusted EBITDA Expense	\$ 253,212	\$ 334,566
Outside coal purchases	-	(322)
Other income	91	118
Operating expenses (excluding depreciation, depletion and amortization)	<u>\$ 253,303</u>	<u>\$ 334,362</u>

Illinois Basin – Segment Adjusted EBITDA decreased 24.1% to \$112.3 million in the 2016 Quarter from \$148.0 million in the 2015 Quarter. The decrease of \$35.7 million was primarily attributable to reduced sales and production volumes as well as the absence of coal royalty and surface facilities revenues from White Oak in the 2016 Quarter, partially offset by the absence of losses in the 2016 Quarter related to our equity ownership in White Oak prior to the White Oak Acquisition. Coal sales decreased 23.2% to \$282.7 million compared to \$368.3 million in the 2015 Quarter. The decrease of \$85.6 million primarily reflects decreased tons sold resulting from idling our Onton and Gibson North mines in the fourth quarter of 2015, the planned depletion of reserves at our Elk Creek mine in the 2016 Quarter, customer deferrals of scheduled shipments from our Gibson South and River View mines during the 2016 Quarter and reduced production at our River View, Pattiki and Warrior mines in response to weak market conditions. Also impacting the 2016 Quarter were lower average coal sales prices which decreased 1.2% to \$51.12 per ton sold compared to \$51.73 per ton sold in the 2015 Quarter as a result of challenging market conditions and lower-priced legacy contracts at the Hamilton mine inherited in the White Oak Acquisition. Segment Adjusted EBITDA Expense decreased 25.6% to \$171.1 million in the 2016 Quarter from \$229.9 million in the 2015 Quarter due to reduced production as discussed above and a build in coal inventory at various mines. Segment Adjusted EBITDA Expense per ton decreased \$1.35 per ton sold to \$30.94 in the 2016 Quarter from \$32.29 per ton sold in the 2015 Quarter, primarily as a result of a favorable production cost mix in the 2016 Quarter due to reducing production from higher-cost per ton operations and improved recoveries at our Gibson South and Warrior mines, as well as certain cost decreases described above under “–Operating expenses and outside coal purchases.”

Appalachia – Segment Adjusted EBITDA decreased 29.5% to \$39.4 million for the 2016 Quarter from \$55.8 million in the 2015 Quarter. The decrease of \$16.4 million was primarily attributable to lower tons sold, which decreased 18.9% to 1.9 million tons sold in the 2016 Quarter, lower average coal sales prices of \$59.89 per ton sold during the 2016 Quarter compared to \$61.45 per ton sold in the 2015 Quarter and the absence of certain payments in lieu of shipments received from a customer in the 2015 Quarter. Coal sales decreased 20.9% to \$115.3 million compared to \$145.9 million in the 2015 Quarter. The decrease of \$30.6 million was

primarily due to reduced sales volumes and lower average coal sales prices at our MC Mining and Tunnel Ridge mines. Segment Adjusted EBITDA Expense decreased 21.3% to \$77.0 million in the 2016 Quarter from \$97.8 million in the 2015 Quarter, primarily due to reduced sales and production volumes. Segment Adjusted EBITDA Expense per ton decreased \$1.21 per ton sold to \$39.99 compared to \$41.20 per ton sold in the 2015 Quarter, due to lower selling expenses and inventory charges at our Tunnel Ridge and MC Mining mines as well as certain other cost decreases described above under “–Operating expenses and outside coal purchases,” offset in part by lower recoveries across the region.

Other and Corporate – In the 2016 Quarter, Segment Adjusted EBITDA decreased \$4.0 million and coal sales and other sales and operating revenues decreased \$30.0 million compared to the 2015 Quarter and Segment Adjusted EBITDA Expense decreased to \$20.7 million for the 2016 Quarter

[Table of Contents](#)

compared to \$46.5 million for the 2015 Quarter. These decreases primarily resulted from decreased safety equipment sales by Matrix Design, reduced transloading activity at our Mt.Vernon facility and reduced intercompany coal brokerage activity.

Elimination – Segment Adjusted EBITDA Expense and coal sales eliminations decreased in the 2016 Quarter to \$15.6 million and \$14.0 million, respectively, reflecting reduced intercompany coal brokerage activity.

Liquidity and Capital Resources

Liquidity

We have historically satisfied our working capital requirements and funded our capital expenditures, equity investments and debt service obligations with cash generated from operations, cash provided by the issuance of debt or equity and borrowings under credit and securitization facilities. We believe that existing cash balances, future cash flows from operations, borrowings under credit facilities and cash provided from the issuance of debt or equity will be sufficient to meet our working capital requirements, capital expenditures and additional equity investments, debt payments, commitments and distribution payments. Nevertheless, our ability to satisfy our working capital requirements, to fund planned capital expenditures and equity investments, to service our debt obligations or to pay distributions will depend upon our future operating performance and access to and cost of financing sources, which will be affected by prevailing economic conditions generally and in the coal industry specifically, as well as other financial and business factors, some of which are beyond our control. Based on our recent operating results, current cash position, current unitholder distributions, anticipated future cash flows and sources of financing that we expect to have available, we do not anticipate any constraints to our liquidity at this time. However, to the extent operating cash flow or access to and cost of financing sources are materially different than expected, future liquidity may be adversely affected. Please read “Item 1A. Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2015.

Cash Flows

Cash provided by operating activities was \$80.6 million for the 2016 Quarter compared to \$161.6 million for the 2015 Quarter. The decrease in cash provided by operating activities was primarily due to a decrease in net income for the 2016 Quarter as adjusted for a nominal increase in non-cash items, a decrease in accounts payable during the 2016 Quarter compared to an increase during the 2015 Quarter and increased growth in coal inventories during the 2016 Quarter, offset in part by a greater decrease in payroll and related benefits accruals during the 2015 Quarter compared to the 2016 Quarter.

Net cash used in investing activities was \$57.3 million for the 2016 Quarter compared to \$94.4 million for the 2015 Quarter. The decrease in cash used in investing activities was primarily attributable to lower capital expenditures for mine infrastructure and equipment at various mines and the absence of business acquisition activity in the 2016 Quarter.

Net cash used in financing activities was \$26.8 million for the 2016 Quarter compared to \$65.4 million for the 2015 Quarter. The decrease in cash used in financing activities was primarily attributable an increase in borrowings under our revolving credit and securitization facilities and a decrease in payments under our revolving credit facility during the 2016 Quarter, partially offset by increased payments under our securitization facility during the 2016 Quarter, which is discussed in more detail below under “–Debt Obligations.”

[Table of Contents](#)

Capital expenditures decreased to \$31.7 million in the 2016 Quarter from \$50.3 million in the 2015 Quarter.

Our anticipated total capital expenditures for the year ending December 31, 2016 are estimated in a range of \$105.0 million to \$115.0 million, which includes expenditures for infrastructure projects and maintenance capital at various mines. In addition to these capital expenditures, we anticipate funding in 2016 investments of approximately \$60.0 million to \$70.0 million related to our commitment to acquire oil and gas mineral interests. Management anticipates funding remaining 2016 capital requirements with cash and cash equivalents (\$30.0 million as of March 31, 2016), cash flows from operations, borrowings under revolving credit and securitization facilities and cash provided from future sale-leaseback transactions or the issuance of debt or equity. We will continue to have significant capital requirements over the long-term, which may require us to incur debt or seek additional equity capital. The availability and cost of additional capital will depend upon prevailing market conditions, the market price of our common units and several other factors over which we have limited control, as well as our financial condition and results of operations.

Debt Obligations

Credit Facility. On May 23, 2012, our Intermediate Partnership entered into a credit agreement (the “Credit Agreement”) with various financial institutions for a revolving credit facility (the “Revolving Credit Facility”) of \$700.0 million and a term loan (the “Term Loan”) in the aggregate principal amount of \$250.0 million (collectively, the Revolving Credit Facility and Term Loan are referred to as the “Credit Facility”). Borrowings under the Credit Agreement bear interest at a Base Rate or Eurodollar Rate, at our election, plus an applicable margin that fluctuates depending upon the ratio of Consolidated Debt to Consolidated Cash Flow (each as defined in the Credit Agreement). We have elected a Eurodollar Rate which, with applicable margin, was 2.09% on borrowings outstanding as of March 31, 2016. The Credit Facility matures on May 23, 2017, at which time all amounts then outstanding are required to be repaid. Interest is payable quarterly, with principal of the Term Loan due as follows: for each quarter commencing June 30, 2014 and ending March 31, 2016, quarterly principal payments in an amount per quarter equal to 2.50% of the aggregate amount of the Term Loan advances outstanding; for each quarter beginning June 30, 2016 through December 31, 2016, 20% of the aggregate amount of the Term Loan advances outstanding; and the remaining balance of the Term Loan advances at maturity. In June 2014, we began making quarterly principal payments on the Term Loan, leaving a balance of \$200.0 million at March 31, 2016. We have the option to prepay the Term Loan at any time in whole or in part subject to terms and conditions described in the Credit Agreement. Upon a “change of control” (as defined in the Credit Agreement), the unpaid principal amount of the Credit Facility, all interest thereon and all other amounts payable under the Credit Agreement would become due and payable. On October 16, 2015 the Revolving Credit Facility was amended to increase the baskets for permitted other unsecured debt and capital lease obligations and for annual sale-leaseback arrangements.

At March 31, 2016, we had borrowings of \$450.0 million and \$5.9 million of letters of credit outstanding with \$244.1 million available for borrowing under the Revolving Credit Facility. We utilize the Revolving Credit Facility, as appropriate, for working capital requirements, capital expenditures and investments in affiliates, scheduled debt payments and distribution payments. We incur an annual commitment fee of 0.25% on the undrawn portion of the Revolving Credit Facility.

Series B Senior Notes. On June 26, 2008, we issued under the 2008 Note Purchase Agreement \$145.0 million of Series B senior notes (“Series B Notes”), which bear interest at 6.72% and mature on June 26, 2018 with interest payable semi-annually.

[Table of Contents](#)

The Series B Notes and the Credit Facility described above (collectively, “ARLP Debt Arrangements”) are guaranteed by all of the material direct and indirect subsidiaries of our Intermediate Partnership. The ARLP Debt Arrangements contain various covenants affecting our Intermediate Partnership and its subsidiaries restricting, among other things, the amount of distributions by our Intermediate Partnership, incurrence of additional indebtedness and liens, sale of assets, investments, mergers and consolidations and transactions with affiliates, in each case subject to various exceptions. The ARLP Debt Arrangements also require the Intermediate Partnership to remain in control of a certain amount of mineable coal reserves relative to its annual production. In addition, the ARLP Debt Arrangements require our Intermediate Partnership to maintain (a) debt to cash flow ratio of not more than 3.0 to 1.0 and (b) cash flow to interest expense ratio of not less than 3.0 to 1.0, in each case, during the four most recently ended fiscal quarters. The debt to cash flow ratio and cash flow to interest expense ratio were 1.38 to 1.0 and 22.7 to 1.0, respectively, for the trailing twelve months ended March 31, 2016. We were in compliance with the covenants of the ARLP Debt Arrangements as of March 31, 2016.

Accounts Receivable Securitization. On December 5, 2014, certain direct and indirect wholly owned subsidiaries of our Intermediate Partnership entered into a \$100.0 million accounts receivable securitization facility (“Securitization Facility”) providing additional liquidity and funding. Under the Securitization Facility, certain subsidiaries sell trade receivables on an ongoing basis to our Intermediate Partnership, which then sells the trade receivables to AROP Funding, a wholly owned bankruptcy-remote special

purpose subsidiary of our Intermediate Partnership, which in turn borrows on a revolving basis up to \$100.0 million secured by the trade receivables. After the sale, Alliance Coal, as servicer of the assets, collects the receivables on behalf of AROP Funding. It was renewed in December 2015 and matures in December 2016. On February 24, 2016 the facility was amended to include additional subsidiaries as sellers of trade receivables, thereby increasing availability under the facility. At March 31, 2016, we had \$91.7 million outstanding under the Securitization Facility.

Cavalier Credit Agreement. On October 6, 2015, Cavalier Minerals entered into a credit agreement (the “Cavalier Credit Agreement”) with Mineral Lending, LLC (“Mineral Lending”) for a \$100.0 million line of credit (the “Cavalier Credit Facility”). There is no commitment fee under the facility. Borrowings under the Cavalier Credit Facility bear interest at a one month LIBOR rate plus 6% with interest payable quarterly. Repayment of the principal balance will begin following the first fiscal quarter after the earlier of the date on which the aggregate amount borrowed exceeds \$90.0 million or December 31, 2017, in quarterly payments of an amount equal to the greater of \$1.3 million initially, escalated to \$2.5 million after two years, or 50% of Cavalier Minerals’ excess cash flow. The Cavalier Credit Facility matures September 30, 2024, at which time all amounts then outstanding are required to be repaid. To secure payment of the facility, Cavalier Minerals pledged all of its partnership interests, then owned or later acquired, in AllDale Minerals. Cavalier Minerals may prepay the Cavalier Credit Facility at any time in whole or in part subject to terms and conditions described in the Cavalier Credit Agreement. As of March 31, 2016, Cavalier Minerals’ had not drawn on the Cavalier Credit Facility.

Other. In addition to the letters of credit available under the Credit Facility discussed above, we also have agreements with two banks to provide additional letters of credit in an aggregate amount of \$31.1 million to maintain surety bonds to secure certain asset retirement obligations and our obligations for workers’ compensation benefits. At March 31, 2016, we had \$30.7 million in letters of credit outstanding under agreements with these two banks.

Related-Party Transactions

We have continuing related-party transactions with MGP, AHGP and SGP and its affiliates. These related-party transactions relate principally to the provision of administrative services to AHGP and Alliance Resource Holdings II, Inc. and their respective affiliates, mineral and equipment leases with SGP and its affiliates, and agreements relating to the use of aircraft. We also have transactions with WKY CoalPlay, LLC (“WKY CoalPlay”) regarding three mineral leases and AllDale Minerals and Bluegrass Minerals Management, LLC (“Bluegrass Minerals”) to support the acquisition of oil and gas mineral interests. For more information regarding WKY CoalPlay, AllDale Minerals and Bluegrass Minerals, please read “Item 1. Financial Statements (Unaudited) – Note 7. Variable Interest Entities” and

[Table of Contents](#)

– Note 8. Equity Investment” of this Quarterly Report on Form 10-Q. Please read our Annual Report on Form 10-K for the year ended December 31, 2015, “Item 7. Management’s Discussion and Analysis of Financial Condition and Results of Operations – Related-Party Transactions” for additional information concerning related-party transactions.

New Accounting Standards

See “Item 1. Financial Statements (Unaudited) – Note 2. New Accounting Standards” of this Quarterly Report on Form 10-Q for a discussion of new accounting standards.

Other Information

White Oak IRS Notice

We received notice that the Internal Revenue Service issued White Oak Resources LLC a “Notice of Beginning of Administrative Proceeding” in conjunction with an audit of the income tax return of White Oak for the tax year ended December 31, 2011.

[Table of Contents](#)

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Commodity Price Risk

We have significant long-term coal supply agreements. Virtually all of the long-term coal supply agreements are subject to

price adjustment provisions, which permit an increase or decrease periodically in the contract price to principally reflect changes in specified price indices or items such as taxes, royalties or actual production costs resulting from regulatory changes.

We have exposure to price risk for items that are used directly or indirectly in the normal course of coal production such as steel, electricity and other supplies. We manage our risk for these items through strategic sourcing contracts for normal quantities required by our operations. We do not utilize any commodity price-hedges or other derivatives related to these risks.

Credit Risk

Most of our sales tonnage is consumed by electric utilities. Therefore, our credit risk is primarily with domestic electric power generators. Our policy is to independently evaluate the creditworthiness of each customer prior to entering into transactions and to constantly monitor outstanding accounts receivable against established credit limits. When deemed appropriate by our credit management department, we will take steps to reduce our credit exposure to customers that do not meet our credit standards or whose credit has deteriorated. These steps may include obtaining letters of credit or cash collateral, requiring prepayment for shipments or establishing customer trust accounts held for our benefit in the event of a failure to pay.

Exchange Rate Risk

Almost all of our transactions are denominated in U.S. Dollars, and as a result, we do not have material exposure to currency exchange-rate risks.

Interest Rate Risk

Borrowings under the Revolving Credit Facility, Securitization Facility and Cavalier Credit Agreement are at variable rates and, as a result, we have interest rate exposure. Historically, our earnings have not been materially affected by changes in interest rates. We do not utilize any interest rate derivative instruments related to our outstanding debt. We had \$450.0 million in borrowings under the Revolving Credit Facility, \$200.0 million outstanding under the Term Loan and \$91.7 million in borrowings under the Securitization Facility at March 31, 2016. A one percentage point increase in the interest rates related to the Revolving Credit Facility, Term Loan and Securitization Facility would result in an annualized increase in 2016 interest expense of \$7.4 million, based on interest rate and borrowing levels at March 31, 2016. With respect to our fixed-rate borrowings, a one percentage point increase in interest rates would result in a decrease of approximately \$3.2 million in the estimated fair value of these borrowings.

As of March 31, 2016, the estimated fair value of the ARLP Debt Arrangements was approximately \$886.5 million. The fair values of long-term debt are estimated using discounted cash flow analyses, based upon our current incremental borrowing rates for similar types of borrowing arrangements as of March 31, 2016. There were no other changes in our quantitative and qualitative disclosures about market risk as set forth in our Annual Report on Form 10-K for the year ended December 31, 2015.

ITEM 4. CONTROLS AND PROCEDURES

We maintain controls and procedures designed to provide reasonable assurance that information required to be disclosed in the reports we file with the Securities and Exchange Commission (“SEC”) is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow for timely decisions regarding required disclosure. As required by Rule 13a-15(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), we have evaluated, under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15 (e) or Rule 15d-15(e) of the Exchange Act) as of March 31, 2016. Based on this evaluation, our Chief Executive Officer and Chief Financial Officer concluded that these controls and procedures are effective as of March 31, 2016.

During the quarterly period ended March 31, 2016, other than changes that have resulted or may result from our purchase of the remaining equity of White Oak Resources LLC (“White Oak”) as described below, there have not been any changes in our internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) identified in connection with this evaluation that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

On July 31, 2015 (the “Hamilton Acquisition Date”) our subsidiary, Hamilton County Coal, LLC (“Hamilton”) acquired the remaining Series A and B Units, representing 60% of the voting interests in White Oak. As of the Hamilton Acquisition Date, we owned 100% of the equity interests in White Oak and assumed operating control of White Oak Mine No. 1 (now known as Hamilton

Mine No. 1), and began accounting for White Oak on a consolidated basis. We continue to evaluate the business and internal controls and processes of Hamilton and are making various changes to their operating and organizational structures based on our business plan. We are in the process of implementing our internal control structure over the acquired business. We expect to complete the evaluation and integration of the internal controls and processes of Hamilton in the second quarter of 2016.

FORWARD-LOOKING STATEMENTS

Certain statements and information in this Quarterly Report on Form 10-Q may constitute “forward-looking statements.” These statements are based on our beliefs as well as assumptions made by, and information currently available to, us. When used in this document, the words “anticipate,” “believe,” “continue,” “estimate,” “expect,” “forecast,” “may,” “project,” “will,” and similar expressions identify forward-looking statements. Without limiting the foregoing, all statements relating to our future outlook, anticipated capital expenditures, future cash flows and borrowings and sources of funding are forward-looking statements. These statements reflect our current views with respect to future events and are subject to numerous assumptions that we believe are reasonable, but are open to a wide range of uncertainties and business risks, and actual results may differ materially from those discussed in these statements. Among the factors that could cause actual results to differ from those in the forward-looking statements are:

- changes in coal prices, which could affect our operating results and cash flows;
- changes in competition in coal markets and our ability to respond to such changes;
- legislation, regulations, and court decisions and interpretations thereof, including those relating to the environment and the release of greenhouse gasses, mining, miner health and safety and health care;
- deregulation of the electric utility industry or the effects of any adverse change in the coal industry, electric utility industry, or general economic conditions;
- risks associated with the expansion of our operations and properties;
- dependence on significant customer contracts, including renewing existing contracts upon expiration;
- adjustments made in price, volume or terms to existing coal supply agreements;
- changing global economic conditions or in industries in which our customers operate;
- liquidity constraints, including those resulting from any future unavailability of financing;
- customer bankruptcies, cancellations or breaches to existing contracts, or other failures to perform;
- customer delays, failure to take coal under contracts or defaults in making payments;
- fluctuations in coal demand, prices and availability;
- we have made investments in oil and gas mineral interests through Cavalier Minerals and the value of those investments and related cash flows may be materially adversely affected by a continuation or worsening of depressed oil and gas prices;
- our productivity levels and margins earned on our coal sales;
- the coal industry’s share of electricity generation, including as a result of environmental concerns related to coal mining and combustion and the cost and perceived benefits of other sources of electricity, such as natural gas, nuclear energy and renewable fuels;
- changes in raw material costs;
- changes in the availability of skilled labor;
- our ability to maintain satisfactory relations with our employees;
- increases in labor costs including costs of health insurance and taxes resulting from the Affordable Care Act, adverse changes in work rules, or cash payments or projections associated with post-mine reclamation and workers’ compensation claims;
- increases in transportation costs and risk of transportation delays or interruptions;
- operational interruptions due to geologic, permitting, labor, weather-related or other factors;
- risks associated with major mine-related accidents, such as mine fires, or interruptions;
- results of litigation, including claims not yet asserted;
- difficulty maintaining our surety bonds for mine reclamation as well as workers’ compensation and black lung benefits;
- difficulty in making accurate assumptions and projections regarding pension, black lung benefits and other post-retirement benefit liabilities;
- uncertainties in estimating and replacing our coal reserves;
- a loss or reduction of benefits from certain tax deductions and credits;
- difficulty obtaining commercial property insurance, and risks associated with our participation (excluding any applicable deductible) in the commercial insurance property program;
- difficulty in making accurate assumptions and projections regarding future revenues and costs associated with equity investments in companies we do not control; and
- other factors, including those discussed in “Item 1A. Risk Factors” and “Item 3. Legal Proceedings.”

If one or more of these or other risks or uncertainties materialize, or should underlying assumptions prove incorrect, our actual results may differ materially from those described in any forward-looking statement. When considering forward-looking statements, you should also keep in mind the risks described in “Risk Factors” below. These risks could also cause our actual results to differ materially from those contained in any forward-looking statement. We disclaim any obligation to update the above list or to announce publicly the result of any revisions to any of the forward-looking statements to reflect future events or developments.

You should consider the information above when reading or considering any forward-looking statements contained in:

- this Quarterly Report on Form 10-Q;
- other reports filed by us with the SEC;
- our press releases;
- our website <http://www.arlp.com>; and
- written or oral statements made by us or any of our officers or other authorized persons acting on our behalf.

PART II

OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

The information in Note 3. Contingencies to the Unaudited Condensed Consolidated Financial Statements included in “Part I. Item 1. Financial Statements (Unaudited)” of this Quarterly Report on Form 10-Q herein is hereby incorporated by reference. See also “Item 3. Legal Proceedings” of our Annual Report on Form 10-K for the year ended December 31, 2015.

ITEM 1A. RISK FACTORS

In addition to the other information set forth in this Quarterly Report on Form 10-Q, you should carefully consider the factors discussed in Part I, Item 1A “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2015 which could materially affect our business, financial condition or future results. The risks described in our Annual Report on Form 10-K and this Quarterly Report on Form 10-Q are not our only risks. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial based on current knowledge and factual circumstances, if such knowledge or facts change, also may materially adversely affect our business, financial condition and/or operating results in the future. We do not believe there have been any material changes to the risk factors previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2015.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

None.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Information concerning mine safety violations or other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K (17 CFR 229.104) is included in Exhibit 95.1 to this Quarterly Report on Form 10-Q.

ITEM 5. OTHER INFORMATION

None.

ITEM 6. EXHIBITS

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith*
		Form	SEC File No. and Film No.	Exhibit	Filing Date	
3.1	Third Amended and Restated Agreement of Limited Partnership of Alliance Resource Partners, L.P.	8-K	000-26823 14922391	3.1	06/16/2014	
3.2	Second Amended and Restated Agreement of Limited Partnership of Alliance Resource Partners, L.P.	8-K	000-26823 051159681	3.1	10/27/2005	
3.3	Amended and Restated Agreement of Limited Partnership of Alliance Resource Operating Partners, L.P.	10-K	000-26823 583595	3.2	03/29/2000	
3.4	Certificate of Limited Partnership of Alliance Resource Partners, L.P.	S-1	333-78845 99630855	3.6	05/20/1999	
3.5	Certificate of Limited Partnership of Alliance Resource Operating Partners, L.P.	S-1/A	333-78845 99669102	3.8	07/23/1999	
3.6	Certificate of Formation of Alliance Resource Management GP, LLC	S-1/A	333-78845 99669102	3.7	07/23/1999	
3.7	Amended and Restated Operating Agreement of Alliance Resource Management GP, LLC	S-3	333-85282 02596627	3.4	04/01/2002	
3.8	Amendment No. 1 to Amended and Restated Operating Agreement of Alliance Resource Management GP, LLC	S-3	333-85282 02596627	3.5	04/01/2002	
3.9	Amendment No. 2 to Amended and Restated Operating Agreement of Alliance Resource Management GP, LLC	S-3	333-85282 02596627	3.6	04/01/2002	
3.10	Amendment No. 1 to Second Amended and Restated Agreement of Limited Partnership of Alliance Resource Partners, L.P.	8-K	000-26823 06993800	3.1	08/01/2006	
3.11	Amendment No. 2 to Second Amended and Restated Agreement of Limited Partnership of Alliance Resource Partners, L. P. dated October 25, 2007	10-K	000-26823 08654096	3.10	02/29/2008	
3.12	Amendment No. 3 to Second Amended and Restated Agreement of Limited Partnership of Alliance Resource Partners, L.P., dated April 14, 2008	8-K	000-26823 08763867	3.1	04/18/2008	
10.1	First Amendment to the Receivables Financing Agreement, dated as of December 4, 2015					<input checked="" type="checkbox"/>
10.2	Second Amendment to the Receivables Financing Agreement, dated as of February 24, 2016					<input checked="" type="checkbox"/>

[Table of Contents](#)

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith*
		Form	SEC File No. and Film No.	Exhibit	Filing Date	
10.3	Joinder Agreement, dated as of February 24, 2016, among Warrior Coal, LLC, Webster County Coal, LLC, White Oak Resources LLC and Hamilton County Coal, LLC, dated as of February 24, 2016					<input checked="" type="checkbox"/>

31.1	Certification of Joseph W. Craft III, President and Chief Executive Officer of Alliance Resource Management GP, LLC, the managing general partner of Alliance Resource Partners, L.P., dated May 10, 2016, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	☑
31.2	Certification of Brian L. Cantrell, Senior Vice President and Chief Financial Officer of Alliance Resource Management GP, LLC, the managing general partner of Alliance Resource Partners, L.P., dated May 10, 2016, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	☑
32.1	Certification of Joseph W. Craft III, President and Chief Executive Officer of Alliance Resource Management GP, LLC, the managing general partner of Alliance Resource Partners, L.P., dated May 10, 2016, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	☑
32.2	Certification of Brian L. Cantrell, Senior Vice President and Chief Financial Officer of Alliance Resource Management GP, LLC, the managing general partner of Alliance Resource Partners, L.P., dated May 10, 2016, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	☑
95.1	Federal Mine Safety and Health Act Information	☑
101	Interactive Data File (Form 10-Q for the quarter ended March 31, 2016 filed in XBRL).	☑

* Or furnished, in the case of Exhibits 32.1 and 32.2.

[Table of Contents](#)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized, in Tulsa, Oklahoma, on May 10, 2016.

ALLIANCE RESOURCE PARTNERS, L.P.

By: Alliance Resource Management GP, LLC
its managing general partner

/s/ Joseph W. Craft, III
Joseph W. Craft, III
*President, Chief Executive Officer
and Director, duly authorized to sign on behalf
of the registrant.*

/s/ Brian L. Cantrell
Brian L. Cantrell
*Senior Vice President and
Chief Financial Officer*

[\(Back To Top\)](#)

Section 2: EX-10.1 (EX-10.1)

Exhibit 10.1

EXECUTION COPY

FIRST AMENDMENT TO THE RECEIVABLES FINANCING AGREEMENT

This FIRST AMENDMENT TO THE RECEIVABLES FINANCING AGREEMENT (this "Amendment"), dated as of December 4, 2015, is entered into by and among the following parties:

- (i) AROP FUNDING, LLC, as Borrower;
- (ii) ALLIANCE COAL, LLC, as initial Servicer; and
- (iii) PNC BANK, NATIONAL ASSOCIATION ("PNC"), as LC Bank, LC Participant, Lenders and Administrative Agent.

Capitalized terms used but not otherwise defined herein (including such terms used above) have the respective meanings assigned thereto in the Receivables Financing Agreement described below.

BACKGROUND

- A. The parties hereto have entered into a Receivables Financing Agreement, dated as of December 5, 2014 (as amended, restated, supplemented or otherwise modified through the date hereof, the "Receivables Financing Agreement").
- B. Concurrently herewith, the parties hereto are entering into an Amended and Restated Fee Letter (the "Fee Letter").
- C. The parties hereto desire to amend the Receivables Financing Agreement as set forth herein.

NOW, THEREFORE, with the intention of being legally bound hereby, and in consideration of the mutual undertakings expressed herein, each party to this Amendment hereby agrees as follows:

SECTION 1. Amendments to the Receivables Financing Agreement. The Receivables Financing Agreement is hereby amended as follows:

(a) The definition of "Scheduled Termination Date" set forth in Section 1.01 of the Receivables Financing Agreement is amended by replacing the date "December 4, 2015" where it appears therein with the date "December 2, 2016."

(b) The definition of "Excluded Receivable" set forth in Section 1.01 of the Receivables Financing Agreement is amended by inserting the phrase "or the sale or leasing of equipment (provided, that coal shall not constitute equipment for purposes of this definition)" immediately following the phrase "set forth on Schedule IV hereto" where it appears therein.

(c) The definition of "LMIR" set forth Section 1.01 of the Receivables Financing Agreement is amended by inserting the phrase "the greater of (a) 0.00% and (b)" immediately following the phrase "means for any day during any Interest Period," where it appears therein.

(d) The definition of "Adjusted LIBOR" set forth in Section 1.01 of the Receivables Financing Agreement is amended by inserting the phrase "the greater of (a) 0.00% and (b)" immediately following the phrase "means with respect to any Interest Period," where it appears therein.

(e) Section 7.01(1) of the Financing Agreement is hereby replaced in its entirety with the following:

- (1) Investment Company Act. The Borrower (i) is not, and is not controlled by an "investment

company” registered or required to be registered under the Investment Company Act and (ii) is not a “covered fund” under the Volcker Rule. In determining that Borrower is not a “covered fund” under the Volcker Rule, Borrower is entitled to rely on the exemption from the definition of “investment company” set forth in Section 3(c)(5) (A) or (B) of the Investment Company Act.

(f) Section 7.01 of the Receivables Financing Agreement is amended by adding the following new clause (z) thereto immediately following existing clause (y) thereof:

(z) Liquidity Coverage Ratio. The Borrower has not, does not and will not during the term of this Agreement (x) issue any obligations that (A) constitute asset-backed commercial paper, or (B) are securities required to be registered under the Securities Act of 1933 (the “33 Act”) or that may be offered for sale under Rule 144A or a similar exemption from registration under the 33 Act or the rules promulgated thereunder, or (y) issue any other debt obligations or equity interests other than equity interests issued to the Parent, the Subordinated Notes or debt obligations substantially similar to the obligations of the Borrower under this Agreement that are (A) issued to other banks or asset-backed commercial paper conduits in privately negotiated transactions, and (B) subject to transfer restrictions substantially similar to the transfer restrictions set forth in this Agreement. The Borrower further represents and warrants that its assets and liabilities are consolidated with the assets and liabilities of Servicer for purposes of GAAP.

SECTION 2. Representations and Warranties of the Borrower and Servicer. The Borrower and the Servicer hereby represent and warrant to each of the parties hereto as of the date hereof as follows:

(a) *Representations and Warranties.* The representations and warranties made by it in the Receivables Financing Agreement and each of the other Transaction Documents in which it is a party are true and correct as of the date hereof.

2

(b) *Enforceability.* The execution and delivery by it of this Amendment, and the performance of its obligations under this Amendment, the Receivables Financing Agreement (as amended hereby) and the other Transaction Documents to which it is a party are within its organizational powers and have been duly authorized by all necessary action on its part, and this Amendment, the Receivables Financing Agreement (as amended hereby) and the other Transaction Documents to which it is a party are (assuming due authorization and execution by the other parties thereto) its valid and legally binding obligations, enforceable in accordance with its terms, except (x) the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws from time to time in effect relating to creditors’ rights, and (y) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(c) *No Event of Default.* No Event of Default or Unmatured Event of Default has occurred and is continuing, or would occur as a result of this Amendment or the transactions contemplated hereby.

SECTION 3. Effect of Amendment; Ratification. All provisions of the Receivables Financing Agreement and the other Transaction Documents, as expressly amended and modified by this Amendment, shall remain in full force and effect. After this Amendment becomes effective, all references in the Receivables Financing Agreement (or in any other Transaction Document) to “this Receivables Financing Agreement”, “this Agreement”, “hereof”, “herein” or words of similar effect referring to the Receivables Financing Agreement shall be deemed to be references to the Receivables Financing Agreement as amended by this Amendment. This Amendment shall not be deemed, either expressly or impliedly, to waive, amend or supplement any provision of the Receivables Financing Agreement other than as set forth herein. The Receivables Financing Agreement, as amended by this Amendment, is hereby ratified and confirmed in all respects.

SECTION 4. Effectiveness. This Amendment shall become effective as of the date hereof upon the Administrative Agent’s receipt of:

(a) counterparts to this Amendment executed by each of the parties hereto; and

(b) counterparts to the Fee Letter executed by each of the parties thereto and confirmation that the “Amendment Fee” owing thereunder has been paid in full.

SECTION 5. Severability. Any provisions of this Amendment which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 6. Transaction Document. This Amendment shall be a Transaction Document for purposes of the Receivables Financing Agreement.

3

SECTION 7. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or e-mail transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 8. GOVERNING LAW AND JURISDICTION.

(a) THIS AMENDMENT, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICTS OF LAW PROVISIONS THEREOF).

(b) EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO (I) WITH RESPECT TO THE BORROWER AND THE SERVICER, THE EXCLUSIVE JURISDICTION, AND (II) WITH RESPECT TO EACH OF THE OTHER PARTIES HERETO, THE NON-EXCLUSIVE JURISDICTION, IN EACH CASE, OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN NEW YORK CITY, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT, AND EACH PARTY HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING (I) IF BROUGHT BY THE BORROWER, THE SERVICER OR ANY AFFILIATE THEREOF, SHALL BE HEARD AND DETERMINED, AND (II) IF BROUGHT BY ANY OTHER PARTY TO THIS AMENDMENT, MAY BE HEARD AND DETERMINED, IN EACH CASE, IN SUCH NEW YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. NOTHING IN THIS SECTION 8 SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY OTHER CREDIT PARTY TO BRING ANY ACTION OR PROCEEDING AGAINST THE BORROWER OR THE SERVICER OR ANY OF THEIR RESPECTIVE PROPERTY IN THE COURTS OF OTHER JURISDICTIONS. EACH OF THE BORROWER AND THE SERVICER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

SECTION 9. Section Headings. The various headings of this Amendment are included for convenience only and shall not affect the meaning or interpretation of this Amendment, the Receivables Financing Agreement or any provision hereof or thereof.

[SIGNATURE PAGES FOLLOW]

4

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized officers as of the date first above written.

AROP FUNDING, LLC

By: /s/ R. Eberly Davis

Name: R. Eberley Davis
Title: Senior Vice President, General Counsel and Secretary

ALLIANCE COAL, LLC,
as the Servicer

By: /s/ R. Eberley Davis
Name: R. Eberley Davis
Title: Senior Vice President, General Counsel and Secretary

*First Amendment to
Receivables Financing Agreement*

S-1

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: /s/ Michael Brown
Name: Michael Brown
Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION,
as LC Bank and as an LC Participant

By: /s/ Michael Brown
Name: Michael Brown
Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Michael Brown
Name: Michael Brown
Title: Senior Vice President

*First Amendment to
Receivables Financing Agreement*

S-2

Section 3: EX-10.2 (EX-10.2)

Exhibit 10.2

EXECUTION VERSION

SECOND AMENDMENT TO THE RECEIVABLES FINANCING AGREEMENT

This SECOND AMENDMENT TO THE RECEIVABLES FINANCING AGREEMENT (this “Amendment”), dated as of February 24, 2016, is entered into by and among the following parties:

- (i) AROP FUNDING, LLC, as Borrower;
- (ii) ALLIANCE COAL, LLC, as initial Servicer; and
- (iii) PNC BANK, NATIONAL ASSOCIATION (“PNC”), as LC Bank, LC Participant, Lender and Administrative Agent.

Capitalized terms used but not otherwise defined herein (including such terms used above) have the respective meanings assigned thereto in the Receivables Financing Agreement described below.

BACKGROUND

A. The parties hereto have entered into a Receivables Financing Agreement, dated as of December 5, 2014 (as amended, restated, supplemented or otherwise modified through the date hereof, the “Receivables Financing Agreement”).

B. Concurrently herewith, Warrior Coal, LLC, Webster County Coal, LLC, White Oak Resources LLC, and Hamilton County Coal, LLC (collectively, the “Additional Originators”) are entering into a Joinder Agreement, dated as of the date hereof, pursuant to the Purchase and Sale Agreement (the “Joinder Agreement”).

C. The parties hereto desire to amend the Receivables Financing Agreement as set forth herein.

NOW, THEREFORE, with the intention of being legally bound hereby, and in consideration of the mutual undertakings expressed herein, each party to this Amendment hereby agrees as follows:

SECTION 1. Amendments to the Receivables Financing Agreement. The Receivables Financing Agreement is hereby amended as follows:

(a) The definition of “Affiliate” set forth in Section 1.01 of the Receivables Financing Agreement is amended by deleting the parenthetical “(or solely with respect to determining whether White Oak Resources is an Affiliate, 50%)” where it appears therein.

(b) Clause (a) of the definition of “Eligible Receivable” set forth in Section 1.01 of the Receivables Financing Agreement is amended by replacing the phrase “not White Oak Resources” where it appears therein with “[Reserved]”.

(c) The defined term “White Oak Resources” and the definition thereof set forth in Section 1.01 of the Receivables Financing Agreement are deleted in their entirety.

(d) Schedule IV of the Receivables Financing Agreement is replaced in its entirety with Schedule IV hereto.

SECTION 2. Representations and Warranties of the Borrower and Servicer. The Borrower and the Servicer hereby represent and warrant to each of the parties hereto as of the date hereof as follows:

(a) *Representations and Warranties*. The representations and warranties made by it in the Receivables Financing Agreement and each of the other Transaction Documents in which it is a party are true and correct as of the date

hereof.

(b) *Enforceability.* The execution and delivery by it of this Amendment, and the performance of its obligations under this Amendment, the Receivables Financing Agreement (as amended hereby) and the other Transaction Documents to which it is a party are within its organizational powers and have been duly authorized by all necessary action on its part, and this Amendment, the Receivables Financing Agreement (as amended hereby) and the other Transaction Documents to which it is a party are (assuming due authorization and execution by the other parties thereto) its valid and legally binding obligations, enforceable in accordance with its terms, except (x) the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws from time to time in effect relating to creditors' rights, and (y) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to equitable defenses and to the discretion of the court before which any proceeding therefor may be brought.

(c) *No Event of Default.* No Event of Default or Unmatured Event of Default has occurred and is continuing, or would occur as a result of this Amendment or the transactions contemplated hereby.

SECTION 3. Effect of Amendment; Ratification. All provisions of the Receivables Financing Agreement and the other Transaction Documents, as expressly amended and modified by this Amendment, shall remain in full force and effect. After this Amendment becomes effective, all references in the Receivables Financing Agreement (or in any other Transaction Document) to "this Receivables Financing Agreement", "this Agreement", "hereof", "herein" or words of similar effect referring to the Receivables Financing Agreement shall be deemed to be references to the Receivables Financing Agreement as amended by this Amendment. This Amendment shall not be deemed, either expressly or impliedly, to waive, amend or supplement any provision of the Receivables Financing Agreement other than as set forth herein. The Receivables Financing Agreement, as amended by this Amendment, is hereby ratified and confirmed in all respects.

SECTION 4. Effectiveness. This Amendment shall become effective as of the date hereof upon the Administrative Agent's receipt of:

(a) counterparts to this Amendment executed by each of the parties hereto;

2

(b) counterparts to the Joinder Agreement executed by each of the parties thereto; and

(c) each of the documents, certificates, instruments, agreements, opinions and other deliverables with respect to such Additional Originators described in Section 4.1 of the Purchase and Sale Agreement, in each case in form and substance satisfactory to the Administrative Agent.

SECTION 5. Severability. Any provisions of this Amendment which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 6. Transaction Document. This Amendment shall be a Transaction Document for purposes of the Receivables Financing Agreement.

SECTION 7. Counterparts. This Amendment may be executed in any number of counterparts and by different parties on separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or e-mail transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 8. GOVERNING LAW AND JURISDICTION.

(a) THIS AMENDMENT, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICTS OF LAW PROVISIONS THEREOF, EXCEPT TO THE EXTENT THAT THE PERFECTION, THE EFFECT OF PERFECTION OR PRIORITY OF THE INTERESTS OF

ADMINISTRATIVE AGENT OR ANY LENDER IN THE COLLATERAL IS GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK).

(b) EACH PARTY HERETO HEREBY IRREVOCABLY SUBMITS TO (I) WITH RESPECT TO THE BORROWER AND THE SERVICER, THE EXCLUSIVE JURISDICTION, AND (II) WITH RESPECT TO EACH OF THE OTHER PARTIES HERETO, THE NON-EXCLUSIVE JURISDICTION, IN EACH CASE, OF ANY NEW YORK STATE OR FEDERAL COURT SITTING IN NEW YORK CITY, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT, AND EACH PARTY HERETO HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING (I) IF BROUGHT BY THE BORROWER, THE SERVICER OR ANY AFFILIATE THEREOF, SHALL BE HEARD AND DETERMINED, AND (II) IF BROUGHT BY ANY OTHER PARTY TO THIS AMENDMENT, MAY BE HEARD AND DETERMINED, IN EACH CASE, IN SUCH NEW

YORK STATE COURT OR, TO THE EXTENT PERMITTED BY LAW, IN SUCH FEDERAL COURT. NOTHING IN THIS SECTION 8 SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY OTHER CREDIT PARTY TO BRING ANY ACTION OR PROCEEDING AGAINST THE BORROWER OR THE SERVICER OR ANY OF THEIR RESPECTIVE PROPERTY IN THE COURTS OF OTHER JURISDICTIONS. EACH OF THE BORROWER AND THE SERVICER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. THE PARTIES HERETO AGREE THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

SECTION 9. Section Headings. The various headings of this Amendment are included for convenience only and shall not affect the meaning or interpretation of this Amendment, the Receivables Financing Agreement or any provision hereof or thereof.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized officers as of the date first above written.

AROP FUNDING, LLC

By: /s/ R. Eberly Davis

Name: R. Eberley Davis

Title: Senior Vice President, General Counsel and Secretary

ALLIANCE COAL, LLC,

as the Servicer

By: /s/ R. Eberly Davis

Name: R. Eberley Davis

Title: Senior Vice President, General Counsel and Secretary

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: /s/ Michael Brown

Name: Michael Brown

Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION,
as LC Bank and as an LC Participant

By: /s/ Michael Brown

Name: Michael Brown

Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION,
as a Lender

By: /s/ Michael Brown

Name: Michael Brown

Title: Senior Vice President

Reaffirmation of Performance Guaranty. By executing a counterpart to this Amendment, the Performance Guarantor hereby unconditionally reaffirms its obligations under the Performance Guaranty and acknowledges and agrees that such obligations continue in full force and effect (including, without limitation, with respect to the “Guaranteed Obligations”, as defined in the Performance Guaranty), and the Performance Guaranty is hereby ratified and confirmed.

ALLIANCE RESOURCE OPERATING PARTNERS,
L.P., as Performance Guarantor

By: Alliance Resource Management, GP, LLC, its managing
general partner

By: /s/ R. Eberly Davis

Name: R. Eberly Davis

Title: Senior Vice President, General Counsel and Secretary

SCHEDULE IV
Excluded Receivables

LOCATION OF MINING OPERATIONS

MINEHEAD	STATE	COUNTY
----------	-------	--------

[\(Back To Top\)](#)

Section 4: EX-10.3 (EX-10.3)

Exhibit 10.3

EXECUTION VERSION

JOINDER AGREEMENT

THIS JOINDER AGREEMENT, dated as of February 24, 2016 (this "Agreement") is executed by WARRIOR COAL, LLC, WEBSTER COUNTY COAL, LLC, WHITE OAK RESOURCES LLC, and HAMILTON COUNTY COAL, LLC (the "Additional Originators"), each a limited liability company organized under the laws of Delaware with its principal place of business located at 1717 S. Boulder Ave., Suite 400, Tulsa, Oklahoma.

BACKGROUND:

A. Alliance Resource Operating Partners, L.P., a Delaware limited partnership (the "Company") and the various entities from time to time party thereto, as Originators (collectively, the "Originators"), have entered into that certain Purchase and Sale Agreement, dated as of December 5, 2014 (as amended, restated, supplemented or otherwise modified through the date hereof, and as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Purchase and Sale Agreement").

B. The Additional Originators desire to become Originators pursuant to Section 4.3 of the Purchase and Sale Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Additional Originators hereby agree as follows:

SECTION 1. Definitions. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned thereto in the Purchase and Sale Agreement or in the Receivables Financing Agreement (as defined in the Purchase and Sale Agreement).

SECTION 2. Transaction Documents. The Additional Originators hereby agree that each shall be bound by all of the terms, conditions and provisions of, and shall be deemed to be party to (as if each were an original signatory to), the Purchase and Sale Agreement and each of the other relevant Transaction Documents. From and after the later of the date hereof and the date that each Additional Originator has complied with all of the requirements of Section 4.3 of the Purchase and Sale Agreement, the Additional Originators shall be Originators for all purposes of the Purchase and Sale Agreement and all other Transaction Documents. Each Additional Originator hereby acknowledges that it has received copies of the Purchase and Sale Agreement and the other Transaction Documents.

SECTION 3. Representations and Warranties. Each Additional Originator hereby makes all of the representations and warranties set forth in Article V (to the extent applicable) of the Purchase and Sale Agreement as of the date hereof (unless such representations or warranties relate to an earlier date, in which case as of such earlier date), as if such representations and warranties were fully set forth herein.

Joinder Agreement

SECTION 4. Amendments to the Purchase and Sale Agreement. The Purchase and Sale Agreement is hereby amended

as follows:

- (a) Schedule I of the Purchase and Sale Agreement is replaced in its entirety with Schedule I attached hereto.
- (b) Schedule II of the Purchase and Sale Agreement is replaced in its entirety with Schedule II attached hereto.
- (c) Schedule III of the Purchase and Sale Agreement is replaced in its entirety with Schedule III attached hereto.
- (d) Schedule IV of the Purchase and Sale Agreement is replaced in its entirety with Schedule IV attached hereto.
- (e) Schedule V of the Purchase and Sale Agreement is replaced in its entirety with Schedule V attached hereto.

SECTION 5. Cut-Off Date. The parties hereto hereby agree that the Cut-Off Date with respect to the Additional Originators shall be January 31, 2016.

SECTION 6. Miscellaneous. THIS AGREEMENT, INCLUDING THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BUT WITHOUT REGARD TO ANY OTHER CONFLICTS OF LAW PROVISIONS THEREOF). This Agreement is executed by the Additional Originators for the benefit of the Buyer, and its assigns, and each of the foregoing parties may rely hereon. This Agreement shall be binding upon, and shall inure to the benefit of, the Additional Originators and their successors and permitted assigns. The Originators that are not Additional Originators, and the Buyer join in this Agreement for purposes of consenting to the addition of the Additional Originators and amending the Purchase and Sale Agreement as contemplated by Section 4. Administrative Agent joins in this Agreement to evidence its consent to the addition of the Additional Originators and the amendments contemplated in Section 4.

[Signature Pages Follow]

Joinder Agreement

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by its duly authorized officer as of the date and year first above written.

WARRIOR COAL, LLC

By: /s/ R. Eberly Davis
Name: R. Eberley Davis
Title: Senior Vice President, General Counsel and Secretary

WEBSTER COUNTY COAL, LLC

By: /s/ R. Eberly Davis
Name: R. Eberley Davis
Title: Senior Vice President, General Counsel and Secretary

WHITE OAK RESOURCES LLC

By: /s/ R. Eberly Davis
Name: R. Eberly Davis
Title: Senior Vice President, General Counsel and Secretary

HAMILTON COUNTY COAL, LLC

By: /s/ R. Eberly Davis
Name: R. Eberly Davis
Title: Senior Vice President, General Counsel and Secretary

Joinder Agreement

ORIGINATORS:

ALLIANCE COAL, LLC
GIBSON COUNTY COAL, LLC
HOPKINS COUNTY COAL, LLC
METTIKI COAL (WV), LLC
MT. VERNON TRANSFER TERMINAL, LLC
RIVER VIEW COAL, LLC
SEBREE MINING, LLC
TUNNEL RIDGE, LLC
WHITE COUNTY COAL, LLC

By: /s/ R. Eberly Davis
Name: R. Eberly Davis
Title: Senior Vice President, General Counsel and Secretary

Joinder Agreement

Consented to:

ALLIANCE RESOURCE OPERATING PARTNERS, L.P.

By: /s/ R. Eberly Davis
Name: R. Eberly Davis
Title: Senior Vice President, General Counsel, and Secretary

Joinder Agreement

Acknowledged by and consented to:

PNC BANK, NATIONAL ASSOCIATION,
as Administrative Agent and sole Lender

By: /s/ Michael Brown
Name: Michael Brown
Title: Senior Vice President

Joinder Agreement

Schedule I

LIST OF ORIGINATORS

Alliance Coal, LLC
Gibson County Coal, LLC
Hamilton County Coal, LLC
Hopkins County Coal, LLC
Mettiki Coal (WV), LLC
Mt. Vernon Transfer Terminal, LLC
River View Coal, LLC
Sebree Mining, LLC
Tunnel Ridge, LLC
Warrior Coal, LLC
Webster County Coal, LLC
White County Coal, LLC
White Oak Resources LLC

Schedule II

Joinder Agreement

Schedule II

LOCATION OF EACH ORIGINATOR

<u>Originator</u>	<u>Location</u>
Alliance Coal, LLC	Delaware

Gibson County Coal, LLC	Delaware
Hamilton County Coal, LLC	Delaware
Hopkins County Coal, LLC	Delaware
Mettiki Coal (WV), LLC	Delaware
Mt. Vernon Transfer Terminal, LLC	Delaware
River View Coal, LLC	Delaware
Sebree Mining, LLC	Delaware
Tunnel Ridge, LLC	Delaware
Warrior Coal, LLC	Delaware
Webster County Coal, LLC	Delaware
White County Coal, LLC	Delaware
White Oak Resources LLC	Delaware

Joinder Agreement

Schedule III

LOCATION OF BOOKS AND RECORDS OF EACH ORIGINATOR

<u>Originator</u>	<u>Location of Books and Records</u>
Alliance Coal, LLC	1717 S. Boulder Ave., Suite 400, Tulsa, Oklahoma
Gibson County Coal, LLC	1717 S. Boulder Ave., Suite 400, Tulsa, Oklahoma
Hamilton County Coal, LLC	1717 S. Boulder Ave., Suite 400, Tulsa, Oklahoma
Hopkins County Coal, LLC	1717 S. Boulder Ave., Suite 400, Tulsa, Oklahoma
Mettiki Coal (WV), LLC	1717 S. Boulder Ave., Suite 400, Tulsa, Oklahoma
Mt. Vernon Transfer Terminal, LLC	1717 S. Boulder Ave., Suite 400, Tulsa, Oklahoma
River View Coal, LLC	1717 S. Boulder Ave., Suite 400, Tulsa, Oklahoma
Sebree Mining, LLC	1717 S. Boulder Ave., Suite 400, Tulsa, Oklahoma
Tunnel Ridge, LLC	1717 S. Boulder Ave., Suite 400, Tulsa, Oklahoma
Warrior Coal, LLC	1717 S. Boulder Ave., Suite 400, Tulsa, Oklahoma
Webster County Coal, LLC	1717 S. Boulder Ave., Suite 400, Tulsa, Oklahoma
White County Coal, LLC	1717 S. Boulder Ave., Suite 400, Tulsa, Oklahoma
White Oak Resources LLC	1717 S. Boulder Ave., Suite 400, Tulsa, Oklahoma

Schedule III

Joinder Agreement

Schedule IV

TRADE NAMES OF EACH ORIGINATOR

<u>Legal Name</u>	<u>Trade Names</u>
Alliance Coal, LLC	Not Applicable
Gibson County Coal, LLC	Not Applicable
Hamilton County Coal, LLC	Not Applicable
Hopkins County Coal, LLC	Not Applicable
Mettiki Coal (WV), LLC	Not Applicable
Mt. Vernon Transfer Terminal, LLC	Not Applicable
River View Coal, LLC	Not Applicable
Sebree Mining, LLC	Not Applicable
Tunnel Ridge, LLC	Not Applicable
Warrior Coal, LLC	Not Applicable
Webster County Coal, LLC	Not Applicable
White County Coal, LLC	Not Applicable
White Oak Resources LLC	Not Applicable

Schedule IV

Joinder Agreement

Schedule V

LOCATION OF MINING OPERATIONS OF EACH ORIGINATOR

ORIGINATOR	MINEHEAD	STATE	COUNTY
Alliance Coal, LLC	N/A	N/A	N/A
Gibson County Coal, LLC	Gibson N. Complex/ Gibson S. Complex	IN	Gibson County Knox County
Hamilton County Coal, LLC	Hamilton County Coal Mine #1 (Hamilton County Coal, LLC operates and generates its Receivables from coal mined at this mine, but the record interest in coal at this mine is held by White Oak Resources LLC)	IL	Hamilton County
Hopkins County Coal, LLC	Elk Creek Mine	KY	Hopkins County
Mettiki Coal (WV), LLC	Mettiki- Mountain View Mine	WV	Grant County Tucker County
Mt. Vernon Transfer Terminal, LLC	N/A (Transfer Terminal)	N/A	N/A
River View Coal, LLC	River View Mine	KY	Union County

Sebree Mining, LLC	Onton No. 9 Mine	KY	Hopkins County Webster County
Tunnel Ridge, LLC	Tunnel Ridge Mine	PA WV	Washington County Ohio County
Warrior Coal, LLC	Warrior Mine	KY	Hopkins County
Webster County Coal, LLC	Dotiki Mine	KY	Webster County

Schedule V

Joinder Agreement

ORIGINATOR	MINEHEAD	STATE	COUNTY
White County Coal, LLC	Pattiki Mine	IL	White County
White Oak Resources LLC	Hamilton County Coal Mine #1	IL	Hamilton County

Schedule V

Joinder Agreement

[\(Back To Top\)](#)

Section 5: EX-31.1 (EX-31.1)

Exhibit 31.1

CERTIFICATION

I, Joseph W. Craft III certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Alliance Resource Partners, L.P.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusion about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during

the quarterly period ended March 31, 2016 that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 10, 2016

/s/ Joseph W. Craft III
Joseph W. Craft III
President, Chief Executive
Officer and Director

[\(Back To Top\)](#)

Section 6: EX-31.2 (EX-31.2)

Exhibit 31.2

CERTIFICATION

I, Brian L. Cantrell, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Alliance Resource Partners, L.P.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
 - a. designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusion about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the quarterly period ended March 31, 2016 that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting;
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a. all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and

- report financial information; and
- b. any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 10, 2016

/s/ Brian L. Cantrell

Brian L. Cantrell

*Senior Vice President and
Chief Financial Officer*

[\(Back To Top\)](#)

Section 7: EX-32.1 (EX-32.1)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Alliance Resource Partners, L.P. (the "Partnership") on Form 10-Q for the three months ended March 31, 2016 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Joseph W. Craft III, President and Chief Executive Officer of Alliance Resource Management GP, LLC, the managing general partner of the Partnership, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

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

By: /s/ Joseph W. Craft III

Joseph W. Craft III

President and Chief Executive Officer

of Alliance Resource Management GP, LLC

(the managing general partner of Alliance Resource Partners, L.P.)

Date: May 10, 2016

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate document. A signed original of this written statement required by Section 906 has been provided to the Partnership and will be retained by the Partnership and furnished to the Securities and Exchange Commission or its staff upon request.

[\(Back To Top\)](#)

Section 8: EX-32.2 (EX-32.2)

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of Alliance Resource Partners, L.P. (the "Partnership") on Form 10-Q for the three months ended March 31, 2016 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Brian L. Cantrell, Senior Vice President and Chief Financial Officer of Alliance Resource Management GP, LLC, the managing general partner of the Partnership, certify, pursuant to 18 U.S.C. section 1350, as adopted pursuant to section 906 of the Sarbanes-Oxley Act of 2002, that:

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

By: /s/ Brian L. Cantrell
Brian L. Cantrell
*Senior Vice President and
Chief Financial Officer
of Alliance Resource Management GP, LLC
(the managing general partner of Alliance Resource Partners, L.P.)*

Date: May 10, 2016

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate document. A signed original of this written statement required by Section 906 has been provided to the Partnership and will be retained by the Partnership and furnished to the Securities and Exchange Commission or its staff upon request.

[\(Back To Top\)](#)

Section 9: EX-95.1 (EX-95.1)

EXHIBIT 95.1

Federal Mine Safety and Health Act Information

Our mining operations are subject to extensive and stringent compliance standards established pursuant to the Federal Mine Safety and Health Act of 1977, as amended by the Federal Mine Improvement and New Emergency Response Act of 2006 (as amended, the "Mine Act"). MSHA monitors and rigorously enforces compliance with these standards, and our mining operations are inspected frequently. Citations and orders are issued by MSHA under Section 104 of the Mine Act for violations of the Mine Act or any mandatory health or safety standard, rule, order or regulation promulgated under the Mine Act. A Section 104(a) "Significant and Substantial" or "S&S" citation is generally issued in a situation where the conditions created by the violation do not cause imminent danger, but in the opinion of the MSHA inspector could significantly and substantially contribute to the cause and effect of a mine safety or health hazard. During the three months ended March 31, 2016, our mines were subject to 2,017 MSHA inspection days with an average of only 0.08 S&S citations written per inspection day.

The Mine Act has been construed as authorizing MSHA to issue citations and orders pursuant to the legal doctrine of strict liability, or liability without regard to fault. If, in the opinion of an MSHA inspector, a condition exists that violates the Mine Act or regulations promulgated thereunder, then a citation or order will be issued regardless of whether we had any knowledge of, or fault in, the existence of that condition. Many of the Mine Act standards include one or more subjective elements, so that issuance of a citation often depends on the opinions or experience of the MSHA inspector involved and the frequency of citations will vary from inspector to inspector.

If we disagree with the assertions of an MSHA inspector, we may exercise our right to challenge those findings by “contesting” the citation or order pursuant to the procedures established by the Mine Act and its regulations. During the three months ended March 31, 2016, our operating subsidiaries contested approximately 32.2% of all citations and 65.6% of S&S citations issued by MSHA inspectors. These contest proceedings frequently result in the dismissal or modification of previously issued citations, substantial reductions in the penalty amounts originally assessed by MSHA, or both.

The Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank Act”) requires issuers to include in periodic reports filed with the SEC certain information relating to citations or orders for violations of standards under the Mine Act. The following tables include information required by the Dodd-Frank Act for the three months ended March 31, 2016. The mine data retrieval system maintained by MSHA may show information that is different than what is provided herein. Any such difference may be attributed to the need to update that information on MSHA’s system and/or other factors.

EXHIBIT 95.1

<i>Subsidiary Name / MSHA Identification Number ⁽¹⁾</i>	<i>Section 104(a) S&S Citations ⁽²⁾</i>	<i>Section 104(b) Orders ⁽³⁾</i>	<i>Section 104(d) Citations and Orders ⁽⁴⁾</i>	<i>Section 110(b)(2) Violations ⁽⁵⁾</i>	<i>Section 107(a) Orders ⁽⁶⁾</i>	<i>Total Dollar Value of MSHA Assessments Proposed (in thousands) ⁽⁷⁾</i>
<u>Illinois Basin Operations</u>						
Webster County Coal, LLC (KY)						
1502132	27	-	-	-	-	\$ 95.7
1511935	1	-	-	-	-	\$ 0.2
Warrior Coal, LLC (KY)						
1505230	-	-	-	-	-	\$ -
1512083	-	-	-	-	-	\$ -
1513514	-	-	-	-	-	\$ -
1516460	-	-	-	-	-	\$ -
1517216	17	-	-	-	-	\$ 114.7
1517232	-	-	-	-	-	\$ 6.7
1517678	-	-	-	-	-	\$ -
1517740	-	-	-	-	-	\$ -
1517758	-	-	-	-	-	\$ -
1514335	-	-	-	-	-	\$ 0.3
Hopkins County Coal, LLC (KY)						
1502013	-	-	-	-	-	\$ -
1517377	-	-	-	-	-	\$ -
1517515	-	-	-	-	-	\$ -
1518826	27	-	-	-	-	\$ 54.9
1517378	-	-	-	-	-	\$ -
River View Coal, LLC (KY)						
1503178	-	-	-	-	-	\$ 0.8
1519374	31	-	-	-	-	\$ 68.3
White County Coal, LLC (IL)						
1102662	-	-	-	-	-	\$ -
1103058	11	-	-	-	-	\$ 45.6
Hamilton County Coal, LLC (IL)						
1103242	-	-	-	-	-	\$ 0.5
1103203	8	-	-	-	-	\$ 0.5
Gibson County Coal, LLC (IN)						
1202388	8	-	-	-	-	\$ 6.4
1202215	-	-	-	-	-	\$ 29.0
Sebree Mining, LLC (KY)						
1519264	-	-	-	-	-	\$ -
1518547	5	-	3	-	-	\$ 59.4
1518864	-	-	-	-	-	\$ -
1517044	-	-	-	-	-	\$ -
<u>Appalachia Operations</u>						
MC Mining, LLC (KY)						
1508079	-	-	-	-	-	\$ -
1517733	-	-	-	-	-	\$ 1.0
1519515	1	-	-	-	-	\$ 9.4
Mettiki Coal, LLC (MD)						
1800621	-	-	-	-	-	\$ -
1800671	-	-	-	-	-	\$ 0.6
1800761	-	-	-	-	-	\$ 0.6
Mettiki Coal (WV), LLC						
4609028	5	-	-	-	-	\$ 13.0
Tunnel Ridge, LLC (PA/WV)						
4608864	5	-	-	-	-	\$ 36.8

Other							
4403236	-	-	-	-	-	\$	-
4403255	-	-	-	-	-	\$	-
4406630	-	-	-	-	-	\$	-
4406867	-	-	-	-	-	\$	-
Mid-America Carbonates, LLC (IL)							
1103176	4	-	-	-	-	\$	-
Pontiki Coal, LLC (KY)							
1508413	-	-	-	-	-	\$	-
1509571	-	-	-	-	-	\$	-
1514324	-	-	-	-	-	\$	-
1518839	-	-	-	-	-	\$	-
1518056	-	-	-	-	-	\$	-

EXHIBIT 95.1

<i>Subsidiary Name / MSHA Identification Number ⁽¹⁾</i>	<i>Total Number of Mining Related Fatalities</i>	<i>Received Notice of Pattern of Violations Under Section 104(e) (yes/no) ⁽⁸⁾</i>	<i>Legal Actions Pending as of Last Day of Period</i>	<i>Legal Actions Initiated During Period</i>	<i>Legal Actions Resolved During Period</i>
<u>Illinois Basin Operations</u>					
Webster County Coal, LLC (KY)					
1502132	1	No	13	6	1
1511935	-	No	1	1	1
Warrior Coal, LLC (KY)					
1505230	-	No	-	-	-
1512083	-	No	-	-	-
1513514	-	No	-	-	-
1516460	-	No	-	-	-
1517216	-	No	25	5	1
1517232	-	No	2	-	-
1517678	-	No	-	-	-
1517740	-	No	-	-	-
1517758	-	No	-	-	-
1514335	-	No	2	-	1
Hopkins County Coal, LLC (KY)					
1502013	-	No	-	-	-
1517377	-	No	-	-	-
1517515	-	No	-	-	-
1518826	-	No	22	4	4
1517378	-	No	-	-	-
River View Coal, LLC (KY)					
1503178	-	No	-	-	1
1519374	-	No	11	3	6
White County Coal, LLC (IL)					
1102662	-	No	-	-	-
1103058	-	No	10	2	7
Hamilton County Coal, LLC (IL)					
1103242	-	No	-	-	-
1103203	-	No	17	5	4
Gibson County Coal, LLC (IN)					
1202388	-	No	4	-	4
1202215	-	No	6	5	1
Sebree Mining, LLC (KY)					
1519264	-	No	-	-	-
1518547	-	No	13	7	5
1518864	-	No	-	-	-
1517044	-	No	-	-	-
<u>Appalachia Operations</u>					
MC Mining, LLC (KY)					
1508079	-	No	1	-	-
1517733	-	No	-	-	-
1519515	-	No	2	-	1
Mettiki Coal, LLC (MD)					
1800621	-	No	-	-	-
1800671	-	No	-	-	-
1800761	-	No	-	-	-
Mettiki Coal (WV), LLC					
4609028	-	No	5	2	1

Tunnel Ridge, LLC (PA/WV)					
4608864	-	No	6	-	1
Other					
4403236	-	No	-	-	-
4403255	-	No	-	-	-
4406630	-	No	-	-	-
4406867	-	No	-	-	-
Mid-America Carbonates, LLC (IL)					
1103176	-	No	-	-	-
Pontiki Coal, LLC (KY)					
1508413	-	No	-	-	-
1509571	-	No	-	-	-
1514324	-	No	-	-	-
1518839	-	No	-	-	-
1518056	-	No	-	-	-

EXHIBIT 95.1

The number of legal actions pending before the Federal Mine Safety and Health Review Commission as of March 31, 2016 that fall into each of the following categories is as follows:

<i>Subsidiary Name / MSHA Identification Number ⁽¹⁾</i>	<i>Contests of Citations and Orders</i>	<i>Contests of Proposed Penalties</i>	<i>Complaints for Compensation</i>	<i>Complaints of Discharge/Discrimination/Interference</i>	<i>Applications for Temporary Relief</i>	<i>Appeals of Judges Rulings</i>
<u>Illinois Basin Operations</u>						
Webster County Coal, LLC (KY)						
1502132	1	12	-	-	-	-
1511935	-	1	-	-	-	-
Warrior Coal, LLC (KY)						
1505230	-	-	-	-	-	-
1512083	-	-	-	-	-	-
1513514	-	-	-	-	-	-
1516460	-	-	-	-	-	-
1517216	6	19	-	-	-	1
1517232	-	2	-	-	-	-
1517678	-	-	-	-	-	-
1517740	-	-	-	-	-	-
1517758	-	-	-	-	-	-
1514335	-	2	-	-	-	-
Hopkins County Coal, LLC (KY)						
1502013	-	-	-	-	-	-
1517377	-	-	-	-	-	-
1517515	-	-	-	-	-	-
1518826	3	19	-	-	-	5
1517378	-	-	-	-	-	-
River View Coal, LLC (KY)						
1503178	-	-	-	-	-	-
1519374	-	11	-	-	-	-
White County Coal, LLC (IL)						
1102662	-	-	-	-	-	-
1103058	-	10	-	-	-	1
Hamilton County Coal, LLC (IL)						
1103242	-	-	-	-	-	-
1103203	-	17	-	-	-	-
Gibson County Coal, LLC (IN)						
1202388	-	4	-	-	-	-
1202215	-	6	-	-	-	-
Sebree Mining, LLC (KY)						
1519264	-	-	-	-	-	-
1518547	-	13	-	-	-	-
1518864	-	-	-	-	-	-
1517044	-	-	-	-	-	-
<u>Appalachia Operations</u>						
MC Mining, LLC (KY)						
1508079	-	1	-	-	-	-
1517733	-	-	-	-	-	-
1519515	-	2	-	-	-	-
Mettiki Coal, LLC (MD)						
1800621	-	-	-	-	-	-

1800671	-	-	-	-	-	-
1800761	-	-	-	-	-	-
Mettiki Coal (WV), LLC 4609028	-	5	-	-	-	-
Tunnel Ridge, LLC (PA/WV) 4608864	-	6	-	-	-	-
Other						
4403236	-	-	-	-	-	-
4403255	-	-	-	-	-	-
4406630	-	-	-	-	-	-
4406867	-	-	-	-	-	-
Mid-America Carbonates, LLC (IL) 1103176						
Pontiki Coal, LLC (KY)						
1508413	-	-	-	-	-	-
1509571	-	-	-	-	-	-
1514324	-	-	-	-	-	-
1518839	-	-	-	-	-	-
1518056	-	-	-	-	-	-

EXHIBIT 95.1

- (1) The statistics reported for each of our subsidiaries listed above are segregated into specific MSHA identification numbers.
- (2) Mine Act section 104(a) S&S citations shown above are for alleged violations of mandatory health or safety standards that could significantly and substantially contribute to a coal mine health and safety hazard. It should be noted that, for purposes of this table, S&S citations that are included in another column, such as Section 104(d) citations, are not also included as Section 104(a) S&S citations in this column.
- (3) Mine Act section 104(b) orders are for alleged failures to totally abate a citation within the time period specified in the citation.
- (4) Mine Act section 104(d) citations and orders are for an alleged unwarrantable failure (*i.e.*, aggravated conduct constituting more than ordinary negligence) to comply with mandatory health or safety standards.
- (5) Mine Act section 110(b)(2) violations are for an alleged “flagrant” failure (*i.e.*, reckless or repeated) to make reasonable efforts to eliminate a known violation of a mandatory safety or health standard that substantially and proximately caused, or reasonably could have been expected to cause, death or serious bodily injury.
- (6) Mine Act section 107(a) orders are for alleged conditions or practices which could reasonably be expected to cause death or serious physical harm before such condition or practice can be abated and result in orders of immediate withdrawal from the area of the mine affected by the condition.
- (7) Amounts shown include assessments proposed by MSHA during the three months ended March 31, 2016 on all citations and orders, including those citations and orders that are not required to be included within the above chart.
- (8) Mine Act section 104(e) written notices are for an alleged pattern of violations of mandatory health or safety standards that could significantly and substantially contribute to a coal mine safety or health hazard.

[\(Back To Top\)](#)