THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to the action to be taken you should immediately consult your commercial bank, broker, dealer, trust company or other nominee.

LETTER OF TRANSMITTAL AND QUESTIONNAIRE

RELATING TO THIRD AMENDED JOINT CHAPTER 11 PLAN (THE "PLAN") OF

ARMSTRONG ENERGY, INC., ET AL. (CASE NO. 17-47541-659)

Certain Consideration in respect of Senior Notes Claims relating to
the 11.75% Senior Secured Notes due 2019
(CUSIP Nos. 042380 AA3 / 042380 AC9 / ISIN USU 60008 AA49 / US042380 AC99)
and
Issuance of Equity Interests in Western Kentucky Coal Resources, LLC ("HoldCo")

The Effective Date of the Plan is expected to occur on February 20, 2018, (such date, the "**Effective Date**"). To receive the applicable HoldCo Equity and to be eligible to receive the MEC Notes (as defined herein), Noteholders and Eligible Noteholders (as defined herein) must provide the information pursuant to the procedures listed herein.

Delivery to:

Donlin, Recano & Company, Inc.

Claims Agent

By Regular, Registered or Certified Mail;
Hand or Overnight Delivery:

Donlin, Recano & Company, Inc.
Re: Armstrong Energy, Inc. Ballot Processing
Attn: Voting Department
6201 15th Ave
Brooklyn, NY 11219

By First Class Mail:
Donlin, Recano & Company, Inc.
Re: Armstrong Energy, Inc. Ballot Processing
Attn: Voting Department
PO Box 192016 Blythebourne Station
Brooklyn, NY 11219

By Electronic Mail (preferred method):
AEIdistribution@donlinrecano.com

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS, OR TRANSMISSION HEREOF OTHER THAN AS SET FORTH ABOVE OR IN ACCORDANCE WITH THE INSTRUCTIONS HEREIN, WILL NOT CONSTITUTE VALID DELIVERY. YOU SHOULD READ THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL CAREFULLY BEFORE COMPLETING THIS LETTER OF TRANSMITTAL.

This Letter of Transmittal and Questionnaire is organized in three parts. The first part, titled Delivery Information For Issuance of MEC Notes, sets forth certain procedures and information needed for you, as a holder of Existing Notes, to receive your pro rata share of the MEC Notes, pursuant to the Plan and the Transaction Agreement. The second part, titled AST Information For Distribution Of The Holdco Equity, sets forth the information necessary to establish an account with American Stock Transfer & Trust Company, LLC ("**AST**" or the "**Transfer Agent**") for receipt of the HoldCo Equity (as defined below). Part three, titled Delivery Method Of Cash Consideration, sets forth the information needed and methods available to receive cash consideration in lieu of MEC Notes, which will occur (i) with respect to any MEC Note issuance below the minimum denomination or in excess of certain increments, as described herein, (ii) if you are not an Eligibile Noteholder (as defined herein) as a result of the deemed exercise by you of the Put (as described herein) and as set forth in the Plan.

While all Noteholders are eligible to receive cash consideration and the HoldCo Equity, only Noteholders that are Eligible Noteholders (as defined herein), who complete this letter of transmittal and questionnaire (as it may be supplemented and amended from time to time, the "Letter of Transmittal") are eligible to receive MEC Notes. Further, failure to complete this Letter of Transmittal in a timely manner will result in delays in your receipt of consideration. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Plan or the Transaction Agreement, as applicable.

THIS LETTER OF TRANSMITTAL MUST BE COMPLETED AND RETURNED BY NO LATER THAN JULY 30, 2018. IN THE EVENT A RESPONSE IS NOT RECEIVED BY SUCH DATE, THE CONSIDERATION TO WHICH THIS LETTER OF TRANSMITTAL RELATES WILL ONLY BE RECEIVED BY YOU ON THE TERMS AND CONDITIONS SET FORTH IN THE PLAN.

In connection with the effectiveness of the Plan and the consummation of the transactions contemplated by that certain Transaction Agreement (the "**Transaction Agreement**"), dated as of January 24, 2018, among Armstrong Energy, Inc., a Delaware corporation ("**Company**"); the subsidiaries of the Company (such subsidiaries together with the Company, collectively, the "**Debtors**" and individually, a "**Debtor**"); the Supporting Noteholders; Murray Kentucky Energy, Inc., a Kentucky corporation ("**Buyer**"); KenAmerican Resources, Inc., a Kentucky corporation ("**KenAmerican**") and, solely with respect to Section 8.3(b) of the Transaction Agreement, Murray South America, Inc., a Delaware corporation ("**MSAI**") you, as a holder of the Existing Notes, are entitled to receive your pro rata share of (i) 100% (before dilution on account of the HoldCo Equity issued to Murray in exchange for the Contribution as described in the Transaction Agreement) of the new common equity interests in HoldCo (the "**Common Equity**"), (ii) 100% of the new preferred equity interests in HoldCo with a liquidation preference of $10,000,000 (the "**Preferred Equity**" and together with the Common Equity, the "**HoldCo Equity**"), (iii) up to $12.0 million aggregate principal amount of 11.25% Second Lien Notes due 2021 issued by Murray Energy Corporation ("**Murray**") (the "**MEC Notes**" and, together with the HoldCo Equity, the "**Securities**"), and (iv) up to $19,000,000 in Cash (the items in (i), (ii), (iii), and (iv), the "**Consideration**"), plus certain other cash payments in lieu of minimum note denominations and other consideration, all as set forth under the Plan, in respect of your outstanding 11.75% Senior Secured Notes due 2019 (the "**Existing Notes**"). **This Letter of Transmittal only relates to the procedures necessary for you to receive your pro rata portion of the Holdco Equity and the MEC Notes (and any cash in lieu of the MEC Notes). The Cash consideration specified in item (iv) above will be distributed to the account of Noteholders through DTC on or about the Effective Date.**

Subject to the procedures described herein, Noteholders will receive, on or promptly following the Effective Date (as defined herein), in respect of their Existing Notes, their pro rata share of the Consideration. The "**Settlement Date**" will be promptly following the Effective Date and is expected to be on or about February 20, 2018. Pursuant to that certain Letter (the "Letter"), dated January 24, 2018, for a period of 30 days commencing June 30, 2018 (the "**Put Exercise Period**"), Noteholders will have the right, but not the obligation, by delivery of an irrevocable written notice to the Buyer (the "**Put Notice**"), to require Buyer or one of its Affiliates to acquire all or a part of the MEC Notes issued for an amount in cash equal to $0.565 per dollar of par value of MEC Notes. If any Noteholder validly delivers a Put Notice during the Put Exercise Period, the closing of each such Noteholder's Put (the "**Put Closing**") shall take place at the offices of the Buyer's attorney on August 10, 2018 (or on such other date and at such other location as the Buyer and a Noteholder mutually agree in writing). At the Put Closing, the Noteholders who delivered a Put Notice shall deliver to the Buyer (or one or more of its Affiliates as directed by Buyer) the MEC Notes designated in the Put Notice, free and clear of all Encumbrances (other than Encumbrances arising under applicable securities laws), and the Buyer (or such Affiliate) shall pay, or cause to be paid, to each such participating Noteholder the applicable Put Purchase Price by wire transfer of immediately available funds to the account or accounts of the Noteholders designated in writing by the Noteholders not less than two (2) Business Days prior to the Put Closing.

Any Noteholder that is not an Eligible Noteholder (as defined below) will be deemed to have delivered a Put Notice in respect of any MEC Notes to which it is entitled to under the Letter and will receive such cash payment on the date of the Put Closing.

Pursuant to the Plan, to the extent that a Holder of an Allowed Senior Notes Claim would receive a principal amount of MEC Notes which is less than $2,000 or a principal amount of MEC Notes which is not equal to $2,000 plus increments of $1,000 thereof, a principal amount below $2,000 or a principal amount in excess of an increment of $1,000 shall be distributed to such Holder as Cash on the Effective Date in an amount equal to $0.565 per dollar of par value with respect to such principal amount. For the avoidance of doubt, (a) all MEC Notes will be transferred without accrued interest, fees or any other amounts attributable to the ownership of the MEC Notes prior to the Effective Date (collectively, the "**Pre-Distribution Accruals**") which Pre-Distribution Accruals shall be for the sole benefit of Murray (or its applicable affiliate), and (b) all MEC Notes that are purchased by the Buyer from a Noteholder pursuant to any put right will be transferred without accrued interest, fees or any other amounts attributable to the ownership of the MEC Notes prior to the closing of such put transaction (collectively, the "**Pre-Put Accruals**") which Pre-Put Accruals shall be for the sole benefit of such Noteholder.

All terms and conditions contained in, or otherwise referred to in, the Plan and the Transaction Agreement are deemed to be incorporated in, and form a part of, this Letter of Transmittal. Therefore, you are urged to read carefully the Plan and the Transaction Agreement and the items referred to therein. The terms and conditions

contained in the Plan and the Transaction Agreement, together with the terms and conditions governing this Letter of Transmittal and the instructions herein, are collectively referred to herein as the "terms and conditions." The Securities have not been registered with the U.S. Securities and Exchange Commission (the "**SEC**") under the Securities Act of 1933, as amended (the "**Securities Act**"), or any state or foreign securities laws. The issuance of and the distribution under the Plan of the HoldCo Equity to Holders of Allowed Senior Notes Claims (but not the issuance of HoldCo Equity to Buyer as described in the Transaction Agreement) will be exempt from registration under the Securities Act and any other applicable securities laws pursuant to section 1145 of the Bankruptcy Code. These Securities may be resold without registration under the Securities Act or other federal securities laws pursuant to the exemptions provided by sections 1145(b)(1) and 1145(c) of the Bankruptcy Code, unless the holder is an "underwriter" with respect to such Securities, as that term is defined in section 1145(b) of the Bankruptcy Code, or an "affiliate" of HoldCo within the meaning of Rule 144 under the Securities Act and section 4(a)(2) of the Securities Act. In addition, such section 1145 exempt Securities generally may be resold without registration under state securities laws pursuant to various exemptions provided by the respective laws of the several states.

The MEC Notes are expected to constitute "restricted securities" under Rule 144 of the Securities Act and are being offered pursuant to the Plan in reliance upon the exemption set forth in section 4(a)(2) of the Securities Act. Accordingly, only Noteholders that have made the eligibility certification contained herein confirming that they are (i) "qualified institutional buyers" ("**QIBs**") within the meaning of Rule 144A under the Securities Act ("**Rule 144A**"), (ii) not "U.S. persons" and are outside of the United States within the meaning of Regulation S under the Securities Act ("**Regulation S**") or (iii) are institutional "accredited investors" within the meaning of Rule 501(a)(1), (2), (3) or (7) under Regulation D under the Securities Act ("**Regulation D**") are authorized to receive MEC Notes under the Plan (such persons, "**Eligible Noteholders**").

The MEC Notes will be delivered in book-entry form only via DTC Delivery Versus Free to Eligible Noteholders based upon the information supplied in response to Part I of this Letter of Transmittal. As described more fully in the Plan and the Transaction Agreement, the receipt of the Consideration is subject to certain conditions.

Upon the terms and subject to the conditions of the Plan, the Settlement Date for the Plan and the Transaction Agreement will occur on or promptly after the Effective Date, which is expected to occur on or about February 20, 2018.

For more information and regarding questions about this Letter of Transmittal or the Plan pleases use the following link: https://www.donlinrecano.com/Clients/aenergy/Index or telephone contact at (212)-771-1128 (Domestic) or (866)-416-0556 (International).

PART I – DELIVERY INFORMATION FOR ISSUANCE OF MEC NOTES

In order for the Claims Agent to effect a valid delivery of MEC Notes, the undersigned must complete the tables below entitled "Method of Delivery" and sign this Letter of Transmittal where indicated.

The MEC Notes will be delivered in book-entry form through the DTC system by delivery versus free and only to the account of the undersigned or the undersigned's custodian, as specified in the table below entitled "Method of Delivery," promptly following receipt of your executed Letter of Transmittal. The originator of the DTC delivery versus free will be Pershing, LLC (DTC Participant No. 0443). Cash payable at settlement for Consideration (other than any payments to be made after the Effective Date in respect of the MEC Notes or the Put) will be paid by deposit of funds with the applicable Clearing System. For DTC participants, please return signatures with Medallion Stamp Guarantees or a valid notarized signature of such DTC participant pursuant to state law of the state in which the signatory is located.

METHOD OF DELIVERY

PROVIDE BELOW THE NAME OF THE CLEARING SYSTEM PARTICIPANT AND PARTICIPANT'S ACCOUNT NUMBER IN WHICH THE MEC NOTES ARE TO BE DELIVERED.

Name of Institution: _____

Clearing System Participant Number: _____

Clearing System Account Number: _____

Transaction Code Number:_____

Intended DTC Recipient: _____

Email Address of Recipient Noteholder: _____

Prime broker DTC number where you hold Existing Notes: _____

Account number at Prime Broker: _____

Note: Signatures must be provided below.
Please read the accompanying instructions carefully and include (i) Name of Holder, (ii) Signature, (iii) Name of Signatory, (iv) Title, (v) Address, (vi) Date Completed and (vii) Medallion Stamp Guarantees or notarized signature by DTC Participant (to verify position and Eligible Noteholder status).

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Plan and the Transaction Agreement described herein, the undersigned hereby provides the following information in connection with the delivery of the MEC Notes, the HoldCo Equity and the cash received in lieu of MEC Notes or in connection with a deemed Put exercise.

The undersigned hereby represents, warrants and agrees that:

1. it is the intended beneficial owner (as defined herein) of, or a duly authorized representative of one or more intended beneficial owners of, the MEC Notes and HoldCo Equity to be delivered hereby, and it has full power and authority to execute and deliver this Letter of Transmittal and to make the certifications set forth in the investor questionnaires on its own behalf and on behalf of each Account (as defined therein);

2. the delivery of MEC Notes and HoldCo Equity shall constitute an undertaking to execute any further documents and give any further assurances that may be required in connection with any of the foregoing, in each case on and subject to the terms and conditions described or referred to in the Plan and the Transaction Agreement; and

3. the submission of this Letter of Transmittal to the Claims Agent shall constitute the irrevocable appointment of the Claims Agent and the Transfer Agent, as applicable, as its attorney and agent and an irrevocable instruction to that attorney and agent to complete and execute all or any forms of transfer and other documents at the discretion of that attorney and agent in relation to the MEC Notes and the HoldCo Equity delivered hereby in favor of the Company or any other person or persons as the Company may direct and to deliver those forms of transfer and other documents in the attorney's and agent's discretion and the certificates and other documents of title relating to the registration of MEC Notes and to execute all other documents and to do all other acts and things as may be in the opinion of that attorney or agent necessary or expedient for the purpose of, or in connection with, the consummation of the Plan and the Transaction Agreement.

The undersigned understands that deliveries of MEC Notes pursuant to any of the procedures described in the instructions in this Letter of Transmittal and acceptance of such MEC Notes by the undersigned will, following such acceptance, constitute a binding agreement between the undersigned and the Company upon the terms and conditions. All authority conferred or agreed to be conferred by this Letter of Transmittal shall not be affected by, and shall survive, the death or incapacity of the undersigned, and any obligation of the undersigned hereunder shall be binding upon the heirs, executors, administrators, trustees in bankruptcy, personal and legal representatives, successors and assigns of the undersigned.

By executing and delivering this Letter of Transmittal, the undersigned agrees on demand to indemnify and to hold harmless the each of the Company, the Transfer Agent and the Claims Agent, their affiliates and each officer, director, stockholder, employee, affiliate and/or partner of and of the foregoing, and their successors and assigns, from and against any and all loss, damage, liability or expense, including costs and attorneys' fees (to the extent allowed under applicable law), to which they may be put or which they may incur by reason of, or in connection with, any misrepresentation made by the undersigned in this Letter of Transmittal or in any other document delivered herewith (including the investor questionnaires), any breach by the undersigned of warranties or arising out of the distribution of any MEC Notes, cash in lieu thereof or HoldCo Equity by it in violation of the Securities Act or any applicable state securities or blue sky 1aws or the securities laws of any applicable jurisdiction. All representations, warranties and covenants and the indemnification contained in this Letter of Transmittal shall survive the acceptance of this Letter of Transmittal and issuance of the MEC Notes, cash in lieu thereof and the HoldCo Equity to the undersigned.

The MEC Notes will be delivered in book-entry form, and, unless otherwise instructed in Part III, any cash amounts will be deposited, to the DTC account of the undersigned or the undersigned's custodian as specified in the box entitled "Method of Delivery" on or promptly following the receipt of an executed Letter of Transmittal. Failure to properly complete the Letter of Transmittal or incomplete responses will result in delays in receipt of the consideration to which this Letter of Transmittal relates.

By delivering this Letter of Transmittal, the undersigned represents and warrants that it is a (please check one of the boxes below):

- ☐ person who is a QIB as defined in Rule 144A under the Securities Act acquiring MEC Notes for its own account or for the account of another QIB;

- ☐ person who is not a "U.S. person," as defined in Rule 902 under the Securities Act or acquiring the MEC Notes for the benefit of a person that is a "U.S. person", other than a distributor, and it is acquiring the MEC Notes outside the U.S. in an offshore transaction in accordance with Regulation S; or

- ☐ an institutional "accredited investor" as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act.

Each Eligible Noteholder shall also complete the relevant sections of the applicable Form Questionnaire For Regulation S Investors, the Form Questionnaire for Accredited Investors, or the Form Questionnaire For Qualified Institutional Buyers attached hereto as Annex A, B, and C respectively. Such questionnaires need not be executed. Each Eligible Noteholder that submits a Letter of Transmittal, shall be deemed to have executed and delivered the applicable questionnaire.

The representations, warranties and agreements of a holder delivering Existing Notes will be deemed to be repeated and reconfirmed on and as of the date such Letter of Transmittal is received and any settlement date occurring thereafter where MEC Notes are delivered. For purposes of this Letter of Transmittal, the "beneficial owner" of any MEC Notes means any holder that exercises investment discretion with respect to those MEC Notes.

This Letter of Transmittal, and any dispute, claim or controversy arising therefrom, will be governed by, and construed in accordance with, the laws of the State of New York.

Please return completed forms by the preferred method as set forth on the on the cover page of this letter.

IMPORTANT: This Letter of Transmittal or a facsimile or email response hereof must be received by the Claims Agent as soon as practicable following the Effective Date but no later than July 30, 2018.

PLEASE READ THIS ENTIRE LETTER OF TRANSMITTAL CAREFULLY BEFORE COMPLETING ANY BOX ABOVE.

IN ORDER TO RECEIVE MEC NOTES AND HOLDCO EQUITY, NOTEHOLDERS MUST COMPLETE, EXECUTE, AND DELIVER THE LETTER OF TRANSMITTAL.

SIGN HERE

(To be Completed By All Noteholders)

By completing, executing and delivering this Letter of Transmittal, the undersigned hereby authorizes the Claims Agent and Murray to deliver to the undersigned its pro rata portion of the MEC Notes, cash in lieu thereof and the HoldCo Equity.

_____ Signature of Registered Holder(s) or Authorized Signatory (see guarantee requirement below)	_____ Area Code and Telephone Number	_____ Date
_____ Signature of Registered Holder(s) or Authorized Signatory (see guarantee requirement below)	_____ Area Code and Telephone Number	_____ Date
_____ Signature of Registered Holder(s) or Authorized Signatory (see guarantee requirement below)	_____ Area Code and Telephone Number	_____ Date
_____ Signature of Registered Holder(s) or Authorized Signatory (see guarantee requirement below)	_____ Area Code and Telephone Number	_____ Date

This Letter of Transmittal must be signed by any person(s) authorized to become the registered holder(s) of MEC Notes by endorsements and documents transmitted herewith. If the signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, please set forth at the line entitled "Capacity (full title)" and submit evidence satisfactory to the Exchange Agent and the Company of such person's authority to so act. See Instruction 3.

Name(s): _____
(Please Type or Print)

Capacity (full title): _____

Address: _____
(Including Zip Code)

SIGNATURE GUARANTEE OR NOTARY STAMP
(If required—See Instruction 3)

Signature(s) Guaranteed by
an Eligible Guarantor Institution: _____
(Authorized Signature)

_____
(Title)

_____
(Name of Firm)

_____
(Address)

Dated: _____

PART II –AST INFORMATION FOR DISTRIBUTION OF THE HOLDCO EQUITY

To effect a valid distribution of the HoldCo Equity, the undersigned must complete the items below. The HoldCo Equity will be delivered to AST and distributed pursuant to the Plan. AST will create a book-entry account for each Noteholder to receive the HoldCo Equity based on the information below. Statements for the HoldCo Equity will be mailed to the address below. Physical stock certificates will not delivered and the HoldCo Equity will not be eligible for trading at DTC. The HoldCo Equity will be subject to restrictions on transfer under the relevant organizational documents as well as federal and state securities laws. In addition, you must provide your outstanding principal amount of Existing Notes held by CUSIP. This amount will be used to calculate your pro rata share of the HoldCo Equity distributed following the Effective Date.

DESCRIPTION OF EXISTING NOTES	
(CUSIP Number(s))	Principal Amount of Existing Notes Held

Please provide the following for the individual or entity for which the AST account will be created.

Information for American Stock Transfer

Please provide response to the lines below:

Name 1 (Maximum 38 Characters): _____

Name 2 (Maximum 38 Characters): _____

Address 1 (Maximum 38 Characters): _____

Address 2(Maximum 38 Characters): _____

City (Maximum 38 Characters):_____

State/Province (Maximum 38 Characters): _____

FOREIGN Country Name (Maximum 38 Characters): _____

Zip/ Postal Code (Maximum 38 Characters):_____

U.S. Tax Identification Number: _____

Check here if non-US (no TIN) ❒

Phone: _____

Fax: _____

Email: _____

For questions, AST may be contacted at:

American Stock Transfer & Trust Company, LLC
6201 15th Avenue
Brooklyn, NY 11219

help@astfinancial.com

(877) 248-6417

PART III –DELIVERY METHOD OF CASH CONSIDERATION

Please indicate whether the undersigned wishes to receive the cash portion of the consideration in lieu of MEC Notes or with respect to any deemed Put Exercise via check or by wire transfer. Complete the corresponding section and provide either wire instruction information or the appropriate address to which a check will be issued:

☐ Mark here to receive payment via wire transfer (fill out the form below):

BENEFICIARY INFORMATION
(This is the ultimate recipient of the wired funds)

Beneficiary Name*

Beneficiary Account Number*

For Further Credit to Name (if applicable)

For Further Credit to Account Number (if applicable)

Attn to/Reference/Additional Beneficiary Information

BENEFICIARY BANK INFORMATION
(This is the financial institution where the beneficiary maintains their account)

Beneficiary Bank ABA or SWIFT Bank Identifier Code (BIC)*

Beneficiary Bank Name*

DDA/Clearing Account at Beneficiary Bank (if applicable)

Additional Beneficiary Bank Information (if applicable)

INTERMEDIARY BANK INFORMATION (IF APPLICABLE)
(This is the financial institution that the wire must pass through before reaching the final beneficiary bank)

Intermediary Bank ABA or SWIFT Bank Identifier Code (BIC)

Intermediary Bank Name

Account Number at Intermediary (if applicable)

Additional or Second Intermediary Bank Information (if applicable)

☐ Mark here to receive payment via check (please provide the name and address to which the check should be issued):

_____
(Name)

_____
(Address)

_____

INSTRUCTIONS FORMING PART OF THE TERMS AND CONDITIONS

1. **Delivery of Letter of Transmittal.** This Letter of Transmittal is to be completed by Eligible Noteholders who will receive MEC Notes via a book-entry transfer through DTC Delivery Versus Free, and to provide delivery information for the payment of cash consideration to be received in lieu of the delivery of MEC Notes. This Letter of Transmittal is also being used to provide information to AST for creation of an account where the HoldCo Equity will be held.

In order for the MEC Notes, cash in lieu thereof and HoldCo Equity to be received with respect thereto, such message or documents must be received on or prior to July 30, 2018.

The method of delivery of this Letter of Transmittal, the Existing Notes and all other required documents, is at the option and risk of the delivering holder, with email as the preferred form of delivery. If delivery is by mail, registered mail, with return receipt requested and properly insured, is recommended. Instead of delivery by mail, it is recommended that the holder use an overnight or hand-delivery service. In all cases, sufficient time should be allowed to ensure timely delivery.

Neither the Company nor the Claims Agent is under any obligation to notify any Noteholder of its issuance of MEC Notes, cash in lieu thereof or HoldCo Equity following the Effective Date.

2. **Delivery of the MEC Notes**. MEC Notes to be issued according to the terms of the Transaction Agreement and the Plan, if consummated, will be delivered in book-entry form. The appropriate clearing system participant name and number (along with any other required account information) needed to permit such delivery must be provided in the table entitled "Method of Delivery." Noteholders that anticipate participating other than through a clearing system are urged to contact promptly a bank, broker or other intermediary (that has the capability to hold securities custodially through a clearing system) to arrange for receipt of the MEC Notes and to obtain the information necessary to complete the table. For Noteholders that participate as clearing system participants and are eligible to receive a cash amount, delivery of the cash amount will be made to such Noteholders by crediting their clearing system accounts on or promptly following the Settlement Date.

3. **Signatures on Letter of Transmittal; Bond Powers and Endorsements; Guarantee or Notarization of Signatures**.

If any MEC Notes are to be owned of record by two or more joint owners, all of such owners must sign this Letter of Transmittal.

When this Letter of Transmittal is signed by the registered holder or Noteholders of the Existing Notes specified herein and delivered hereby, no endorsements of certificates or separate bond powers are required. Signatures on such certificate(s) must be guaranteed by an Eligible Guarantor Institution (as defined herein) or notarized by such Noteholder's DTC participant.

An "**Eligible Guarantor Institution**" is one of the following firms or other entities identified in Rule 17Ad-15 under the Exchange Act (as the terms are used in Rule 17Ad-15):

a. a bank;

b. a broker, dealer, municipal securities dealer, municipal securities broker, government securities dealer or government securities broker;

c. a credit union;

d. a national securities exchange, registered securities association or clearing agency; or

e. a savings association.

If any of the MEC Notes delivered are to be held by two or more registered Noteholders, all of the registered Noteholders must sign the Letter of Transmittal.

If this Letter of Transmittal is signed by trustees, executors, administrators, guardians or attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing and, unless waived by the Company, evidence satisfactory to the Company of their authority to so act must be submitted with this Letter of Transmittal.

Beneficial owners whose delivered MEC Notes are to be registered in the name of a broker, dealer, commercial bank, trust company or other nominee must contact such broker, dealer, commercial bank, trust company or other nominee if they desire to have their MEC Notes so delivered.

4. **Waiver of Conditions; Amendment of Terms**. The Company reserves the right, in its sole discretion, subject to the Plan, to make such changes to the timing and payment of the Consideration as may be necessary to carry out the Plan.

5. **Withdrawal**. Existing Notes will be cancelled on the Effective Date and the only rights Noteholders will have are those provided in the Plan. There are no withdrawal or other consent rights. Noteholders are only entitled to receive the consideration as set forth in the Plan and the Transaction Agreement.

6. **Requests for Assistance or Additional Copies**. Questions or requests for assistance related to Plan and the Transaction Agreement or for additional copies of this Letter of Transmittal may be directed to the Claims Agent at its telephone number and address listed in this Letter of Transmittal. Questions regarding the accounts under which the HoldCo Equity will be held may be directed to the Transfer Agent at the address and telephone numbers listed herein.

INSTRUCTIONS REGARDING ATTACHED QUESTIONNAIRES

To effect a valid delivery of this Letter of Transmittal, the check boxes and other information on questionnaires provided below must be completed and returned, along with this Letter of Transmittal, in accordance with the representation made on page 7 herein regarding entity status. Failure to do so will result in delays in your receipt of consideration to which this Letter of Transmittal relates.

ANNEX A

FORM OF QUESTIONNAIRE
FOR REGULATION S INVESTOR

Armstrong Energy, Inc.
407 Brown Road
Madisonville, Kentucky 4243

Ladies and Gentlemen:

In connection with the effectiveness of the Letter of Transmittal relating to the to the Third Amended Joint Chapter 11 Plan (The "Plan") Of Armstrong Energy, Inc., Et Al. (Case No. 17-47541-659) and the consummation of the transactions contemplated by that certain Transaction Agreement (the "Transaction Agreement" and collectively with the Letter of Transmittal and the Plan the "Transaction Documents"), dated as of January 24, 2018, among Armstrong Energy, Inc., a Delaware corporation ("Company"); the subsidiaries of the Company, (such subsidiaries together with the Company, collectively, the "Debtors" and individually, a "Debtor"); the Supporting Noteholders; Murray Kentucky Energy, Inc., a Kentucky corporation ("Buyer"); KenAmerican Resources, Inc., a Kentucky corporation ("KenAmerican") and, solely with respect to Section 8.3(b) of the Transaction Agreement, Murray South America, Inc., a Delaware corporation ("MSAI") you, as a holder of the Existing Notes, are entitled to receive up to (i) 100% (before dilution on account of the HoldCo Equity issued to Buyer in exchange for the Contribution as described in the Transaction Agreement) of the new equity common equity interests in HoldCo (the "Common Equity"), (ii) 100% of the new preferred equity interests in HoldCo with a liquidation preference of $10,000,000 (the "Preferred Equity" and together with the Common Equity, the "HoldCo Equity"), (iii) up to $12.0 million aggregate principal amount of 11.25% Second Lien Notes due 2021 issued by Murray Energy Corporation (the "MEC Notes") and (iv) up to $19,000,000 in Cash (the items in (i), (ii), (iii) and (iv), the "Consideration"), plus certain other cash payments in lieu of minimum note denominations and other consideration, all as set forth under the Plan, in respect of your outstanding 11.75% Senior Secured Notes due 2019 (the "Existing Notes"). Each of the offers of the MEC Notes will be an unregistered offering pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act") and either Regulation S or Regulation D thereunder. In connection with the Letter of Transmittal and the Plan, the undersigned hereby confirms and certifies that:

1. The undersigned represents and warrants that it is not a "U.S. person" (as defined in Rule 902(k) under the Securities Act) and, unless it is acquiring the MEC Notes solely on behalf of Accounts (as defined below), (a) has his, her or its principal address outside the United States, and (b) was located outside the United States at the time any offer to buy the MEC Notes was made to the undersigned and at the time that the buy order was originated by the undersigned.

2. The undersigned and each Account, if any (check applicable box):

☐ is acquiring the MEC Notes only on its own behalf and not for the account of any other person or entity, or

☐ is acting and acquiring (or proposes to acquire) the MEC Notes on behalf of itself and/or the persons, entities or accounts (each, an "Account" and collectively, "Accounts") set forth on Schedule A hereto (provide the requested information on Schedule A). The undersigned, on the undersigned's own behalf and on behalf of each Account, if any, represents and warrants that each Account is not a U.S. person and was located outside the United States at the time any offer to buy the MEC Notes was made and at the time the buy offer was originated by the undersigned or any such Account.

3. The undersigned, on the undersigned's own behalf and on behalf of each Account, if any, understands, certifies and agrees that (i) the undersigned and/or each such Account is not a U.S. person and is not acquiring the MEC Notes for the account or benefit of any U.S. person, (ii) is acquiring the MEC Notes in an

offshore transaction within the meaning of and in accordance with Rules 901 through 905 of Regulation S ("Regulation S") promulgated under the MEC Notes Act, (iii) the undersigned and/or each such Account is not acquiring, and has not entered into any discussions regarding the undersigned's or such Account's acquisition of, the MEC Notes while the undersigned or such Account was in the United States or any of its territories or possessions, (iv) the MEC Notes are being sold without registration under the Securities Act by reason of an exemption that depends, in part, on the accuracy of the representations made by the undersigned and each such Account, (v) the MEC Notes may not and will not be resold or transferred except in accordance with the provisions of Regulation S, pursuant to a registration under the Securities Act, or pursuant to an available exemption from registration, and no hedging transactions may or will be engaged in with regard to the MEC Notes, except in compliance with the Securities Act, and (vi) the undersigned and each Account is familiar with the rules and restrictions set forth in Regulation S and have not undertaken and will not undertake any activity for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the MEC Notes.

4. The undersigned, on the undersigned's own behalf and on behalf of each Account, if any, understands that the MEC Notes are being offered in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the MEC Notes have not been registered under the Securities Act or the securities laws of any jurisdiction and, unless so registered, may not be sold except as permitted in the following sentence. The undersigned, on the undersigned's own behalf and on behalf of each Account, if any, agrees that, if in the future the undersigned or any Account decides to offer, resell, pledge or otherwise transfer such MEC Notes, prior to the time such MEC Notes would no longer be deemed to be restricted securities for purposes of the Securities Act (the "Resale Restriction Termination Date"), such MEC Notes may be offered, resold, pledged or otherwise transferred only (a) to Murray or a subsidiary thereof, (b) pursuant to a registration statement that has been declared effective under the Securities Act, (c) for so long as the MEC Notes are eligible for resale pursuant to Rule 144A under the Securities Act, in a transaction complying with the requirements of Rule 144A to a person or entity who the undersigned or such Account reasonably believes is a Qualified Institutional Buyer ("QIB") (as defined by Rule 144A of the Securities Act) that acquires for its own account or for the account of a QIB and to whom notice is given that the offer, resale, pledge or transfer is being made in reliance on Rule 144A, (d) pursuant to offers and sales to non-U.S. persons[1] that occur outside the United States within the meaning of and in accordance with Regulation S under the Securities Act, or (e) pursuant to any other available exemption from the registration requirements of the Securities Act, subject in each of the foregoing cases to any requirement of law that the disposition of the undersigned's property or the property of any such Account be at all times within the undersigned's or such Account's control and subject to compliance with any applicable securities laws of any jurisdiction.

5. The undersigned acknowledges that it has received such information as the undersigned deems necessary in order to make an investment decision on the undersigned's own behalf and on behalf of each Account, if any, with respect to the MEC Notes.

6. The undersigned, on the undersigned's own behalf and on behalf of each Account, if any, represents and warrants that (a) the undersigned and each Account, if any, became aware of this offering of the MEC Notes, and the MEC Notes were offered to the undersigned and each Account, solely by means of its participation in the Plan and/or the Transaction Agreement, and not by any other means, including, by any form of general solicitation or general advertising, (b) the undersigned and each Account, if any, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the MEC Notes (and has sought such accounting, legal and tax advice as the undersigned has considered necessary to make an informed investment decision) and is aware that there are substantial risks incident to the acquisition of the MEC Notes, (c) in making the decision to acquire the MEC Notes for the undersigned and each Account, if any, the undersigned has relied solely upon the information disseminated pursuant to the Plan and any other publicly available information regarding Murray (which may be obtained from Murray upon request), and independent investigation made by the undersigned, and (d) alone, or together with any professional advisor(s), the undersigned, on the undersigned's own behalf and on behalf of each Account, if any, has adequately analyzed the risks of an

[1] In order to qualify as a non-U.S. person under Regulation S, the proposed transferee must (a) have his, her or its principal address outside the United States, (b) be located outside the United States at the time any offer to buy the Securities was made to the proposed transferee and at the time that the buy order was originated by the proposed transferee, and (c) not be a "U.S. person" (as defined in Rule 902(k) under the Securities Act).

investment in the MEC Notes and determined that the MEC Notes are a suitable investment for the undersigned and for each Account, if any, and that the undersigned and each such Account is able at this time and in the foreseeable future to bear the economic risk of a total loss of the undersigned's or such Account's investment in the MEC Notes; the undersigned, on the undersigned's own behalf and on behalf of each Account, if any, acknowledges such a possibility. The undersigned, on the undersigned's own behalf and on behalf of each Account, if any, understands and agrees that the MEC Notes offered are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act, or any state securities laws.

7. The undersigned, on the undersigned's own behalf and on behalf of each Account, if any, represents and warrants that (a) the undersigned is acquiring the MEC Notes for the undersigned's and each such Account's own account (and not for the account of others) for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act, (b) neither the undersigned nor any Account was formed for the specific purpose of acquiring the MEC Notes, (c) the undersigned and each Account, if any, understands that there is no established market for the MEC Notes and that no public market for the MEC Notes may develop and that no federal or state agency has passed upon the MEC Notes, the Plan or the Transaction Documents, or made any findings or determination as to the fairness of an investment in the MEC Notes and (d) the undersigned and each Account, if any, is aware of the restrictions on transfer on the MEC Notes.

8. The undersigned, on the undersigned's own behalf and on behalf of each Account, if any, acknowledges that Murray, the Company and others will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this letter. The undersigned, on the undersigned's own behalf and on behalf of each Account, if any, agrees to promptly notify Murray and the Company if any of the acknowledgments, understandings, agreements, representations and warranties set forth herein are no longer accurate.

9. If the undersigned is acting on behalf of an Account, the undersigned represents and warrants that: (i) the undersigned is acting as the authorized agent on behalf of each Account and has full discretionary authority to make investment decisions on behalf of each Account; (ii) the undersigned has direct knowledge of the identity of each Account and has made reasonable, recent (within six months prior to the date hereof) inquiry as to the eligibility of each Account to acquire the MEC Notes pursuant to the terms set forth in the Transaction Documents and based thereon, each Account is eligible to acquire the number of MEC Notes pursuant to the terms set forth in such documents; (iii) the undersigned is duly authorized and empowered by each Account to act for and legally bind such Account and to execute this letter and make and enter into the acknowledgments, understandings, agreements, representations and warranties contained herein, and such acknowledgments, understandings, agreements, representations and warranties constitute legal, valid and binding obligations of each such Account, enforceable against each such Account in accordance with the terms hereof, to the same extent as if made and entered into directly by each such Account; and (iv) each Account is a QIB and/or an Accredited Investor (as defined by Regulation D of the Securities Act), as noted on Schedule A.

10. The undersigned, on the undersigned's own behalf and on behalf of each Account, if any, acknowledges the Company, Murray and others may be relying on the exemptions from the provisions of Section 5 of the Securities Act.

11. Each of the Company and Murray are entitled to rely upon this letter and is irrevocably authorized to produce this letter or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

SCHEDULE A

ACCOUNTS (if any)

Account Name, Location of Residence (Indiv.) Principal Place of Business (Entities) and Type of Entity (Entities)	**Accredited Investor? (1)**	**QIB? (2)**
	Yes No	Yes No
	Yes No	Yes No
	Yes No	Yes No
	Yes No	Yes No
	Yes No	Yes No
	Yes No	Yes No
	Yes No	Yes No
	Yes No	Yes No
	Yes No	Yes No
	Yes No	Yes No

(1) See paragraph 9 above.

(2) See paragraph 4 above.

ANNEX B

FORM OF QUESTIONNAIRE
FOR ACCREDITED INVESTOR

Armstrong Energy, Inc.
407 Brown Road
Madisonville, Kentucky 4243

Ladies and Gentlemen:

In connection with the effectiveness of the Letter of Transmittal relating to the to the Third Amended Joint Chapter 11 Plan (The "Plan") Of Armstrong Energy, Inc., Et Al. (Case No. 17-47541-659) and the consummation of the transactions contemplated by that certain Transaction Agreement (the "Transaction Agreement" and collectively with the Letter of Transmittal and the Plan the "Transaction Documents"), dated as of January 24, 2018, among Armstrong Energy, Inc., a Delaware corporation ("Company"); the subsidiaries of the Company, (such subsidiaries together with the Company, collectively, the "Debtors" and individually, a "Debtor"); the Supporting Noteholders; Murray Kentucky Energy, Inc., a Kentucky corporation ("Buyer"); KenAmerican Resources, Inc., a Kentucky corporation ("KenAmerican") and, solely with respect to Section 8.3(b) of the Transaction Agreement, Murray South America, Inc., a Delaware corporation ("MSAI") you, as a holder of the Existing Notes, are entitled to receive up to (i) 100% (before dilution on account of the HoldCo Equity issued to Buyer in exchange for the Contribution as described in the Transaction Agreement) of the new equity common equity interests in HoldCo (the "Common Equity"), (ii) 100% of the new preferred equity interests in HoldCo with a liquidation preference of $10,000,000 (the "Preferred Equity" and together with the Common Equity, the "HoldCo Equity"), (iii) up to $12.0 million aggregate principal amount of 11.25% Second Lien Notes due 2021 issued by Murray Energy Corporation (the "MEC Notes") and (iv) up to $19,000,000 in Cash (the items in (i), (ii), (iii) and (iv), the "Consideration"), plus certain other cash payments in lieu of minimum note denominations and other consideration, all as set forth under the Plan, in respect of your outstanding 11.75% Senior Secured Notes due 2019 (the "Existing Notes"). Each of the offers of the MEC Notes will be an unregistered offering pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act") and either Regulation S or Regulation D thereunder. In connection with the Letter of Transmittal and the Plan, the undersigned hereby confirms and certifies that:

1. The undersigned represents and warrants that it is an "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act, as noted on Attachment A entitled "Eligibility Representations of the Investor" following this Questionnaire.

2. The undersigned represents and warrants that the undersigned (check applicable box):

☐ is:

☐ is not and, for so long as it owns MEC Notes, will not be:

acting on behalf of: (a) an "employee benefit plan" (as defined in Section 3(3) of ERISA), which is subject to Title I of ERISA; (b) a plan subject to Section 4975 of the Code; (c) an entity whose underlying assets include "plan assets" by reason of a plan's investment in such entity (including but not limited to an insurance company general account); or (d) an entity that otherwise constitutes a "benefit plan investor" within the meaning of the Department of Labor Regulation Section 2510.3-101 (29 C.F.R. Sections 2510.3-101), as modified by Section 3(42) of ERISA ("DOL Regulation") (categories (a) through (d) collectively, a "Covered Plan").

3. The undersigned represents and warrants that the undersigned (check applicable box):

☐ is:

☐ is not and, for so long as the undersigned owns MEC Notes, will not be:

using the assets of a Covered Plan (as defined above) to acquire or hold MEC Notes.

4. The undersigned represents, warrants and agrees that the acquisition and holding of the MEC Notes by the undersigned: (a) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a violation of any applicable other federal, state, local, non-U.S. or other laws or regulations that contain one or more provisions that are similar to the provisions of Section 406 of ERISA or Section 4975 of the Code; and (b) is prudent and complies with the fiduciary standards under Title I of ERISA for investments by the undersigned.

5. The undersigned represents and warrants that the undersigned (check applicable box):

☐ is:

☐ is not and, for so long as the undersigned owns MEC Notes, will not be:

a person who has discretionary authority or control with respect to the assets of Murray or the Company or a person who provides investment advice for a fee (direct or indirect) with respect to such assets or an affiliate of such person (a "Controlling Person").

6. The undersigned (check applicable box):

☐ is:

☐ is not:

an "affiliate" (as defined in Rule 144 under the Securities Act) of Murray or the Company or acting on behalf of an affiliate of Murray or the Company.

7. The undersigned (check applicable box):

☐ has:

☐ has not:

been convicted, within ten (10) years of the date hereof (or five (5) years, in the case of the Issuer, its predecessors and affiliated issuers), of any felony or misdemeanor (a) in connection with the acquisition or sale of any security, (b) involving the making of any false filing with the Securities and Exchange Commission (the "SEC") or (c) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment advisor or paid solicitor of acquirers of securities.

8. The undersigned (check applicable box):

☐ is:

☐ is not:

subject to any order, judgment or decree of any court of competent jurisdiction, entered within five (5) years of the date hereof, that, on the date hereof, restrains or enjoins the undersigned from engaging or continuing to engage in any conduct or practice (a) in connection with the acquisition or sale of any security, (b) involving the making of any false filing with the SEC, or (c) arising out of the conduct of the business of an underwriter, broker, dealer, municipal securities dealer, investment adviser or paid solicitor of acquirers of securities.

9. The undersigned (check applicable box):

☐ is:

☐ is not:

subject to a final order of a state securities commission (or an agency or officer of a state performing like functions); a state authority that supervises or examines banks, savings associations, or credit unions; a state insurance commission (or an agency or officer of a state performing like functions); an appropriate federal banking agency; the Commodity Futures Trading Commission; or the National Credit Union Administration that (a)on the date hereof, bars the undersigned from (i) association with an entity regulated by such commission, authority, agency or officer; (ii) engaging in the business of securities, insurance or banking; or (iii) engaging in savings association or credit union activities; or (b)constitutes a final order, entered within ten (10) years of the date hereof, that is based on a violation of any law or regulation that prohibits fraudulent, manipulative, or deceptive conduct.

A "final order" is a written directive or declaratory statement issued by any of the regulators listed in this Question 9 under applicable statutory authority that provides for notice and an opportunity for a hearing, which constitutes a final disposition or action by that regulator.

10. The undersigned (check applicable box):

☐ is:

☐ is not:

subject to an order of the SEC entered pursuant to Section 15(b) or 15B(c) of the Securities Exchange Act of 1934 (the "Exchange Act") or Section 203(e) or 203(f) of the Investment Advisers Act of 1940 (the "Advisers Act") that, on the date hereof (a) suspends or revokes its registration as a broker, dealer, municipal securities dealer or investment adviser, (b) places limitations on its activities, functions or operations or (c) bars it from being associated with any entity or from participating in the offering of any penny stock.

11. The undersigned (check applicable box):

☐ is:

☐ is not:

subject to any order of the SEC, entered within five (5) years of the date hereof, that, on the date hereof, orders the undersigned to cease and desist from committing or causing a violation of or future violation of any scienter-based anti-fraud provision of the federal securities laws, including, but not limited to, Section 17(a)(1) of the Securities Act, Section 10(b) of the Exchange Act and Rule 10b-5 thereunder, Section 15(c)(1) of the Exchange Act and Section 206(1) of the Advisers Act, or any other rule or regulation thereunder; or Section 5 of the Securities Act.

12. The undersigned (check applicable box):

☐ has:

☐ has not:

been suspended or expelled from membership in, or suspended or barred from association with a member of, a securities self-regulatory organization (e.g., a registered national securities exchange or a registered national or affiliated securities association) for any act or omission to act constituting conduct inconsistent with just and equitable principles of trade.

13. The undersigned (check applicable box):

☐ has:

☐ has not:

filed (as a registrant or issuer), or was named as an underwriter in, any registration statement or Regulation A offering statement filed with the SEC that, within five (5) years of the date hereof, been the subject of a refusal order, stop order, or order suspending the Regulation A exemption, or been, on the date hereof, the subject of an investigation or proceeding to determine whether a stop order or suspension order should be issued.

14. The undersigned (check applicable box):

☐ is:

☐ is not:

subject to a United States Postal Service false representation order entered within five (5) years of the date hereof, or, on the date hereof, subject to a temporary restraining order or preliminary injunction with respect to conduct alleged by the United States Postal Service to constitute a scheme or device for obtaining money or property through the mail by means of false representations.

15. The undersigned understands that the MEC Notes are being offered in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the MEC Notes have not been registered under the Securities Act or the securities laws of any jurisdiction and, unless so registered, may not be sold except as permitted in the following sentence. The undersigned agrees that, if in the future the undersigned decides to offer, resell, pledge or otherwise transfer such MEC Notes, prior to the time such MEC Notes would no longer be deemed to be restricted securities for purposes of the Securities Act (the "Resale Restriction Termination Date"), such MEC Notes may be offered, resold, pledged or otherwise transferred only (a) to Murray or a subsidiary thereof, (b) pursuant to a registration statement that has been declared effective under the Securities Act, (c) for so long as the MEC Notes are eligible for resale pursuant to Rule 144A under the Securities Act, in a transaction complying with the requirements of Rule 144A to a person or entity who the undersigned reasonably believes is a qualified institutional buyer under Rule 144A (a "QIB") that acquires for its own account or for the account of a QIB and to whom notice is given that the offer, resale, pledge or transfer is being made in reliance on Rule 144A, (d) pursuant to offers and sales to non-U.S. persons[2] that occur outside the United States within the meaning of and in accordance with Regulation S under the Securities Act, or (e) pursuant to any other available exemption from the registration requirements of the Securities Act (including as provided by Rule 144 thereunder), subject in each of the foregoing cases to any requirement of law that the disposition of the undersigned's property be at all times within the undersigned's control and subject to compliance with any applicable securities laws of any jurisdiction. The undersigned understands that the transfer agent for the MEC Notes will not be required to accept for registration of transfer any MEC Notes acquired by the undersigned, except upon presentation of evidence satisfactory to Murray and the trustee for the MEC Notes that the foregoing restrictions on transfer have been complied with. The undersigned acknowledges that Murray reserves the right prior to any offer, sale or other transfer of the MEC Notes (1) pursuant to clause (d) above prior to the end of the 40-day distribution compliance period within the meaning of Regulation S under the Securities Act or (2) pursuant to clause (c) or (e) above whether before or after the Resale Restriction Termination Date, to require the delivery of an opinion of counsel, certifications and/or other information satisfactory to Murray. The undersigned agrees not to engage in hedging transactions with regard to the MEC Notes unless in compliance with the Securities Act. The

[2] In order to qualify as a non-U.S. person under Regulation S, the proposed transferee must (a) have his, her or its principal address outside the United States, (b) be located outside the United States at the time any offer to buy the Securities was made to the proposed transferee and at the time that the buy order was originated by the proposed transferee, and (c) not be a "U.S. person" (as defined in Rule 902(k) under the Securities Act).

undersigned further understands that any certificates representing MEC Notes acquired by the undersigned will bear a legend reflecting the substance of this paragraph.

16. The undersigned represents and warrants that (a) the undersigned became aware of this offering of the MEC Notes, and the MEC Notes were offered to the undersigned solely by means of any of its participation in the Plan and/or the Transaction Agreement, and not by any other means, including, by any form of general solicitation or general advertising, (b) the undersigned has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the MEC Notes (and sought such accounting, legal and tax advice as the undersigned has considered necessary to make an informed investment decision) and is aware that there are substantial risks incident to the acquisition of the MEC Notes, (c) in making the decision to acquire the MEC Notes, the undersigned has relied solely upon the information disseminated pursuant to the Plan and any other publicly available information regarding Murray (which may be obtained from Murray upon request), and independent investigation made by the undersigned, and (d) alone, or together with any professional advisor(s), the undersigned has adequately analyzed the risks of an investment in the MEC Notes and determined that the MEC Notes are suitable investment for the undersigned and that the undersigned is able at this time and in the foreseeable future to bear the economic risk of a total loss of the undersigned's investment in the MEC Notes; the undersigned acknowledges such a possibility. The undersigned understands and agrees that the MEC Notes offered are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or any state securities laws.

17. The undersigned represents and warrants that (a) the undersigned is acquiring the MEC Notes for the undersigned's own account (and not for the account of others) for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act, (b) the undersigned was not formed for the specific purpose of acquiring the MEC Notes, (c) the undersigned understands that there is no established market for the MEC Notes and that no public market for the MEC Notes may develop and that no federal or state agency has passed upon the MEC Notes, the Plan or the Transaction Agreement, or made any findings or determination as to the fairness of an investment in the MEC Notes and (d) the undersigned is aware of the restrictions on transfer on the MEC Notes.

18. The undersigned, on the undersigned's own behalf and on behalf of each Account, if any, acknowledges that Murrary, the Company and others may be relying on the exemptions from the provisions of Section 5 of the Securities Act.

19. The Company and Murray are entitled to rely upon this Questionnaire and is irrevocably authorized to produce this Questionnaire or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.

ELIGIBILITY REPRESENTATIONS OF THE INVESTOR

1. ACCREDITED INVESTOR STATUS FOR ENTITIES
(Please check the applicable subparagraphs):

(a) ☐ We are either: a bank as defined in Section 3(a)(2) of the Securities Act acting in its individual or fiduciary capacity; a savings and loan association or other institution as defined in Section 3(a)(S)(A) of the Securities Act acting in its individual or fiduciary capacity; a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934; an insurance company as defined in section 2(13) of the Securities Act; an investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of the Securities Act; a small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958; an employee benefit plan within the meaning of Title I of ERISA and (i) the investment decision is made by a plan fiduciary, as defined in Section 3(21) of ER ISA, which is either a bank, savings and loan association, insurance company or registered investment adviser, or (ii) the employee benefit plan has total assets over $5,000,000, or (iii) the employee benefit plan is self-directed and its investment decisions are made solely by persons that are

accredited investors (within the meaning of Rule 501(a) under the Securities Act); a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions for the benefit of its employees, and such plan has assets in excess of $5,000,000.

(b) ☐ We are a private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

(c) ☐ We are an organization described in Section 501(c)(3) of the Code, a corporation, a Massachusetts or similar business trust, or a partnership, not formed for the specific purpose of acquiring MEC Notes, with total assets in excess of $5,000,000.

(d) ☐ We are a trust with total assets in excess of $5,000,000, that was not formed for the specific purpose of acquiring MEC Notes and whose acquisition is directed by a person who has such knowledge and experience in financial and business matters that he is capable of evaluating the merits and risks of investing in Murray.

(e) ☐ We are an entity in which all of the equity owners are accredited investors (within the meaning of Rule 501(a) under the Securities Act).

2. DTC INFORMATION:

Name of DTC Participant: _____

Participant's DTC Account Number: _____

20. Investor's Account Number with Participant:

SCHEDULE A

ACCOUNTS (if any)

Account Name, Principal Place of Business and Type of Entity	**Accredited Investor? (1)**	**QIB? (2)**	**Covered Plan? (3)**	**Controlling Person? (4)**
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

(1) See paragraph 1 above.

(2) See paragraph 15 above.

(3) See paragraph 5 above.

(4) See paragraph 2 above.

ANNEX C

FORM OF QUESTIONNAIRE
FOR QUALIFIED INSTITUTIONAL BUYER

Armstrong Energy, Inc.
407 Brown Road
Madisonville, Kentucky 4243

Ladies and Gentlemen:

In connection with the effectiveness of the Letter of Transmittal relating to the to the Third Amended Joint Chapter 11 Plan (The "Plan") Of Armstrong Energy, Inc., Et Al. (Case No. 17-47541-659) and the consummation of the transactions contemplated by that certain Transaction Agreement (the "Transaction Agreement" and collectively with the Letter of Transmittal and the Plan the "Transaction_Documents"), dated as of January 24, 2018, among Armstrong Energy, Inc., a Delaware corporation ("Company"); the subsidiaries of the Company, (such subsidiaries together with the Company, collectively, the "Debtors" and individually, a "Debtor"); the Supporting Noteholders; Murray Kentucky Energy, Inc., a Kentucky corporation ("Buyer"); KenAmerican Resources, Inc., a Kentucky corporation ("KenAmerican") and, solely with respect to Section 8.3(b) of the Transaction Agreement, Murray South America, Inc., a Delaware corporation ("MSAI") you, as a holder of the Existing Notes, are entitled to receive up to (i) 100% (before dilution on account of the HoldCo Equity issued to Buyer in exchange for the Contribution as described in the Transaction Agreement) of the new equity common equity interests in HoldCo (the "Common Equity"), (ii) 100% of the new preferred equity interests in HoldCo with a liquidation preference of $10,000,000 (the "Preferred Equity" and together with the Common Equity, the "HoldCo Equity"), (iii) up to $12.0 million aggregate principal amount of 11.25% Second Lien Notes due 2021 issued by Murray Energy Corporation (the "MEC Notes") and (iv) up to $19,000,000 in Cash (the items in (i), (ii), (iii) and (iv), the "Consideration"), plus certain other cash payments in lieu of minimum note denominations and other consideration, all as set forth under the Plan, in respect of your outstanding 11.75% Senior Secured Notes due 2019 (the "Existing Notes"). Each of the offers of the MEC Notes will be an unregistered offering pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act") and either Regulation S or Regulation D thereunder. In connection with the Letter of Transmittal and the Plan, the undersigned hereby confirms and certifies that it is one or more of the following:

_____ (a) The undersigned is one of the following entities, acting for its own account or the accounts of other QIBs, that in the aggregate owns and invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with the entity:

- An insurance company as defined in section 2(a)(13) of the Act;

- An investment company registered under the Investment Company Act or a business development company as defined in section 2(a)(48) of that act; A small business investment company licensed by the U.S. Small Business Administration under section 301(c) or (d) of the Small Business Investment Act of 1958;

- A plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees;

- An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974;

- A trust fund whose trustee is a bank or trust company and whose participants are exclusively plans of the types identified in the previous two bullet points, except trust funds that include as participants individual retirement accounts or H.R. 10 plans;

- A business development company as defined in section 202(a)(22) of the Investment Advisers Act;

- An organization described in section 501(c)(3) of the Code, corporation (other than a bank as defined in section 3(a)(2) of the Act or a savings and loan association or other institution referenced in section 3(a)(5)(A) of the Act or a foreign bank or savings and loan association or equivalent institution), partnership, or Massachusetts or similar business trust; and

- An investment adviser registered under the Investment Advisers Act.

_____ (b) The undersigned is a dealer registered pursuant to section 15 of the Exchange Act, acting for its own account or the accounts of other QIBs, that in the aggregate owns and invests on a discretionary basis at least $10 million of securities of issuers that are not affiliated with the dealer, provided that securities constituting the whole or a part of an unsold allotment to or subscription by a dealer as a participant in a public offering shall not be deemed to be owned by such dealer.

_____ (c) The undersigned is a dealer registered pursuant to section 15 of the Exchange Act acting in a riskless principal transaction on behalf of a QIB.

_____ (d) The undersigned is an investment company registered under the Investment Company Act, acting for its own account or for the accounts of other QIBs, that is part of a family of investment companies which own in the aggregate at least $100 million in securities of issuers, other than issuers that are affiliated with the investment company or are part of such family of investment companies.

_____ (e) The undersigned is an entity, all of the equity owners of which are QIBs, acting for its own account or the accounts of other QIBs.

_____ (f) The undersigned is a bank as defined in section 3(a)(2) of the Act, any savings and loan association or other institution as referenced in section 3(a)(5)(A) of the Act, or any foreign bank or savings and loan association or equivalent institution, acting for its own account or the accounts of other QIBs, that in the aggregate owns and invests on a discretionary basis at least $100 million in securities of issuers that are not affiliated with it and that has an audited net worth of at least $25 million as demonstrated in its latest annual financial statements, as of a date not more than 16 months preceding the date of sale under the rule in the case of a U.S. bank or savings and loan association, and not more than 18 months preceding such date of sale for a foreign bank or savings and loan association or equivalent institution.

1. The undersigned understands that the MEC Notes are being offered in a transaction not involving any public offering within the United States within the meaning of the Securities Act and that the MEC Notes have not been registered under the Securities Act or the securities laws of any jurisdiction and, unless so registered, may not be sold except as permitted in the following sentence. The undersigned agrees that, if in the future the undersigned decides to offer, resell, pledge or otherwise transfer such MEC Notes, prior to the time such MEC Notes would no longer be deemed to be restricted securities for purposes of the Securities Act (the "Resale Restriction Termination Date"), such MEC Notes may be offered, resold, pledged or otherwise transferred only (a) to Murray or a subsidiary thereof, (b) pursuant to a registration statement that has been declared effective under the Securities Act, (c) for so long as the MEC Notes are eligible for resale pursuant to Rule 144A under the Securities Act, in a transaction complying with the requirements of Rule 144A to a person or entity who the undersigned reasonably believes is a qualified institutional buyer under Rule 144A (a "QIB") that acquires for its own account or for the account of a QIB and to whom notice is given that the offer, resale, pledge or transfer is being made in reliance on Rule 144A, (d) pursuant to offers and sales to non-U.S. persons[3] that occur outside the United States within the meaning of and in accordance with Regulation S under the Securities Act, or (e) pursuant to any other available exemption from the registration requirements of the Securities Act (including as provided by Rule 144 thereunder), subject in each of the foregoing cases to any requirement of law that the disposition of the undersigned's property be at all times within the undersigned's control and subject to compliance with any

[3] In order to qualify as a non-U.S. person under Regulation S, the proposed transferee must (a) have his, her or its principal address outside the United States, (b) be located outside the United States at the time any offer to buy the Securities was made to the proposed transferee and at the time that the buy order was originated by the proposed transferee, and (c) not be a "U.S. person" (as defined in Rule 902(k) under the Securities Act).

applicable securities laws of any jurisdiction. The undersigned understands that the transfer agent for the MEC Notes will not be required to accept for registration of transfer any MEC Notes acquired by the undersigned, except upon presentation of evidence satisfactory to Murray and the trustee for the MEC Notes that the foregoing restrictions on transfer have been complied with. The undersigned further understands that any certificates representing MEC Notes acquired by the undersigned will bear a legend reflecting the substance of this paragraph.

2. The undersigned represents and warrants that (a) the undersigned became aware of this offering of the MEC Notes, and the MEC Notes were offered to the undersigned solely by means of any of its participation in the Plan and/or the Transaction Agreement, and not by any other means, including, by any form of general solicitation or general advertising, (b) the undersigned has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the MEC Notes (and sought such accounting, legal and tax advice as the undersigned has considered necessary to make an informed investment decision) and is aware that there are substantial risks incident to the acquisition of the MEC Notes, (c) in making the decision to acquire the MEC Notes, the undersigned has relied solely upon the information disseminated pursuant to the Plan and any other publicly available information regarding Murray (which may be obtained from Murray upon request), and independent investigation made by the undersigned, and (d) alone, or together with any professional advisor(s), the undersigned has adequately analyzed the risks of an investment in the MEC Notes and determined that the MEC Notes are suitable investment for the undersigned and that the undersigned is able at this time and in the foreseeable future to bear the economic risk of a total loss of the undersigned's investment in the MEC Notes; the undersigned acknowledges such a possibility. The undersigned understands and agrees that the MEC Notes offered are not being offered in a manner involving a public offering under, or in a distribution in violation of, the Securities Act or any state securities laws.

3. The undersigned represents and warrants that (a) the undersigned is acquiring the MEC Notes for the undersigned's own account (and not for the account of others) for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the Securities Act, (b) the undersigned was not formed for the specific purpose of acquiring the MEC Notes, (c) the undersigned understands that there is no established market for the MEC Notes and that no public market for the MEC Notes may develop and that no federal or state agency has passed upon the MEC Notes, the Plan or the Transaction Agreement, or made any findings or determination as to the fairness of an investment in the MEC Notes and (d) the undersigned is aware of the restrictions on transfer on the MEC Notes.

4. The undersigned acknowledges that Murray, the Company and others will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Questionnaire. The undersigned agrees to promptly notify Murray if any of the acknowledgments, understandings, agreements, representations and warranties set forth herein are no longer accurate.

5. The undersigned, on the undersigned's own behalf and on behalf of each Account, if any, acknowledges that Murray, the Company and others may be relying on the exemptions from the provisions of Section 5 of the Securities Act.

6. The Company and Murray are entitled to rely upon this Questionnaire and is irrevocably authorized to produce this Questionnaire or a copy hereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby.