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

FORM 8-K

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

Date of Report (Date of earliest event reported): August 14, 2019

Rhino Resource Partners LP
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-34892
(Commission
File Number)

27-2377517
(IRS Employer
Identification No.)

424 Lewis Hargett Circle, Suite 250
Lexington, Kentucky 40503
(Address of principal executive office) (Zip Code)

(859) 389-6500
(Registrants' telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
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Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement.

Blackjewel Assignment Agreement

On August 14, 2019, Jewell Valley Mining LLC, a wholly-owned subsidiary of Rhino Energy, entered into a general assignment and assumption agreement and bill of sale (the "Assignment Agreement") with Blackjewel L.L.C. ("Blackjewel"), Blackjewel Holdings L.L.C., Revelation Energy Holdings, LLC, Revelation Management Corp., Revelation Energy, LLC, Dominion Coal Corporation, Harold Keene Coal Co. LLC, Vansant Coal Corporation, Lone Mountain Processing LLC, Powell Mountain Energy, LLC, and Cumberland River Coal LLC (together, "Blackjewel") to purchase certain assets from Blackjewel for cash consideration of \$850,000 plus an additional royalty of \$250,000 that is payable within one year from the date of the purchase, as well as the assumption of associated reclamation obligations. The assets that are subject of the Assignment Agreement consist of three underground mines in Virginia that were actively producing coal prior to Blackjewel's filing for relief under Chapter 11 of the United States Bankruptcy Code, along with a preparation plant, rail loadout facility, related mineral and surface rights and infrastructure and certain purchase contracts to be assumed at Jewell Valley Mining LLC's option. The Assignment Agreement and the transactions contemplated thereby are subject to approval by the United States Bankruptcy Court for the Southern District of West Virginia, which is administering Blackjewel's cases under Chapter 11 of the United States Bankruptcy Code.

Financing Agreement Amendment

On August 16, 2019, Rhino Energy LLC ("Rhino Energy"), a wholly-owned subsidiary of Rhino Resource Partners LP (the "Partnership"), certain of Rhino Energy's subsidiaries identified as Borrowers (together with Rhino Energy, the "Borrowers"), the Partnership and certain other Rhino Energy subsidiaries identified as Guarantors (together with the Partnership, the "Guarantors"), entered into a fourth amendment (the "Amendment") to the Financing Agreement (the "Financing Agreement") originally executed on December 27, 2017 with Cortland Capital Market Services LLC, as Collateral Agent and Administrative Agent, CB Agent Services LLC, as Origination Agent and the parties identified as Lenders therein (the "Lenders"). The Amendment provides a \$5.0 million term loan provided by the Lenders to the Borrowers under the delayed draw feature of the Financing Agreement, and extends the period by which an applicable premium payable to the Lenders will be calculated to the final maturity date.

The foregoing descriptions of the Assignment Agreement and the Amendment are summaries and are qualified in their entirety by reference to the Assignment Agreement and the Amendment, copies of which are attached hereto as Exhibit 10.1 and 10.2, respectively, and are incorporated into this Current Report on Form 8-K by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

EXHIBIT	DESCRIPTION
10.1	<u>General Assignment and Assumption Agreement and Bill of Sale, dated as of August 14, 2019, by and among Blackjewel L.L.C., Blackjewel Holdings L.L.C., Revelation Energy Holdings, LLC, Revelation Management Corp., Revelation Energy, LLC, Dominion Coal Corporation, Harold Keene Coal Co. LLC, Vansant Coal Corporation, Lone Mountain Processing LLC, Powell Mountain Energy, LLC, and Cumberland River Coal LLC and Jewell Valley Mining LLC.</u>
10.2	<u>Fourth Amendment to Financing Agreement dated as of August 16, 2019, by and among Rhino Resource Partners LP, as Parent, Rhino Energy LLC and each subsidiary of Rhino Energy listed as a borrower on the signature pages thereto, as Borrowers, Parent and each subsidiary of Parent listed as a guarantor on the signature pages thereto, as Guarantors, the lenders from time to time party thereto, as Lenders, Cortland Capital Market Services LLC, as Collateral Agent and Administrative Agent and CB Agent Services LLC, as Origination Agent.</u>

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.

RHINO RESOURCE PARTNERS LP

By: Rhino GP LLC
its General Partner

Dated: August 20, 2019

By: /s/ Whitney C. Kegley
Whitney C. Kegley
Vice President, Secretary and General Counsel

GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE

This **GENERAL ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE** (this “**Agreement**”), dated as of August 14, 2019 (the “**Effective Date**”), is made and entered into by and among Blackjewel L.L.C., a Delaware limited liability company (“**Blackjewel**”), Blackjewel Holdings L.L.C., a Delaware limited liability company (“**Holdings**”, and together with Blackjewel, Revelation Energy Holdings, LLC, a Delaware limited liability company, Revelation Management Corp., a Delaware corporation, Revelation Energy, LLC, a Kentucky limited liability company, Dominion Coal Corporation, a Virginia corporation, Harold Keene Coal Co. LLC, a Virginia limited liability company, Vansant Coal Corporation, a Virginia corporation, Lone Mountain Processing LLC, a Delaware limited liability company, Powell Mountain Energy, LLC, a Delaware limited liability company and Cumberland River Coal LLC, a Delaware limited liability company, each a “**Seller**” and collectively, “**Sellers**”) and Jewell Valley Mining LLC, a Delaware limited liability company and wholly owned subsidiary of Rhino Energy LLC (“**Buyer**”).

In consideration of the mutual representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

1. This Agreement is subject in all respects to approval by the United States Bankruptcy Court for the Southern District of West Virginia (the “**Bankruptcy Court**”) by entry of an order in form and substance acceptable to Buyer.
 2. Each Seller does hereby sell, transfer, assign, convey and deliver to Buyer all of the right, title and interest of such Seller in, to and under the Purchased Assets described on Exhibit A and incorporated herein by reference, free and clear of all liens, claims, interests and encumbrances, to the fullest extent permitted by the Bankruptcy Code and by the order of the Bankruptcy Court authorizing and approving the transactions described in this Agreement (“**Liens**”) (other than those Liens created by Buyer) and Excluded Liabilities described on Exhibit B and incorporated herein by reference, and Buyer hereby accepts the sale, transfer, assignment, conveyance and delivery of such Seller’s right, title and interest in all such Purchased Assets. This Agreement does not sell, transfer, assign, convey or deliver to Buyer any right, title or interest in, to or under the Excluded Assets described on Exhibit C and incorporated herein by reference.
 3. Buyer does hereby assume from Sellers and agrees to timely pay, perform and discharge in accordance with their respective terms, the Assumed Liabilities described on Exhibit D attached hereto and incorporated herein by reference. Nothing in this Agreement shall be construed as the assumption by Buyer of any Excluded Liabilities.
 4. Each Seller does hereby sell, transfer, assign, convey, and deliver to Buyer all of the right, title and interest of such Seller in, to and under the Assumed Leases described on Exhibit E, attached hereto and incorporated herein by reference, to which such Seller is a party, free and clear of all Liens (other than those Liens created by Buyer) and Excluded Liabilities, and Buyer hereby accepts such assignment, and Buyer does hereby assume and agree to pay, perform and discharge, as and when due, all of the duties and obligations of such Seller under all such Assumed Leases arising from and after the Effective Date, except to the extent such duties and obligations constitute Excluded Liabilities.
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5. Each Seller does hereby sell, transfer, assign, convey and deliver to Buyer all of the right, title and interest of such Seller in, to and under the Assumed Purchased Contracts described on Exhibit E, attached hereto and incorporated herein by reference, to which such Seller is a party, free and clear of all Liens (other than those Liens created by Buyer) and Excluded Liabilities, and Buyer hereby accepts such assignment, and Buyer does hereby assume and agree to pay, perform and discharge, as and when due, all of the duties and obligations of such Seller under all such Assumed Purchased Contracts arising from and after the Effective Date, except to the extent such duties and obligations constitute Excluded Liabilities.
 6. In consideration for the Purchased Assets, Buyer will: (i) assume the Assumed Liabilities, (ii) pay Sellers the amount of \$850,000 in immediately available funds, and (iii) pay Sellers or their designees a cash royalty payment in the aggregate amount of \$250,000 on coal produced utilizing the assets listed on Exhibit A hereto, which royalty payment shall be (A) paid over a one-year period beginning on the Effective Date and (B) contained in such additional definitive documentation as may be mutually agreed upon by the parties.
 7. Each Seller is an entity duly organized, validly existing and in good standing under the laws of its jurisdiction of formation and, subject to any limitations that may be imposed on such Sellers resulting from or relating to the Bankruptcy Case (as defined herein), has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted.
 8. Sellers own the Purchased Assets free and clear of all Liens (other than those Liens created by Buyer) and, as of the Effective Date, Buyer will be vested with good, marketable, and valid title to the Purchased Assets, free and clear of all Liens (other than those Liens created by Buyer) and Excluded Liabilities, to the fullest extent permissible under law, including Sections 105, 363, and 365 of the Bankruptcy Code and Rules 6004 and 6006 of the Federal Rules of Bankruptcy Procedure. Further, Sellers represent and warrant that they have taken all necessary actions and provided all necessary notice and service of process to all entities who claim to hold a Lien on, in, or to any of the Purchased Assets.
 9. The Bankruptcy Court will retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes, which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transaction contemplated under this Agreement. Any and all proceedings related to the foregoing will be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court for such purposes; provided, however, that if the bankruptcy case captioned *in re Blackjewel, L.L.C., et. al* (the "**Bankruptcy Case**") has been closed pursuant to Section 350 of the Bankruptcy Code, 11 U.S.C. §§ 101, *et seq.*, the parties agree to unconditionally and irrevocably submit to the exclusive jurisdiction of the State Courts located in New York County, New York (or in the event (but only in the event) that such court does not have subject matter jurisdiction over such proceeding, in the United States District Court for the Southern District of New York) and any appellate court from any thereof, for the resolution of any such claim or dispute. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
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10. In the event that, within twelve (12) months following the Effective Date, it is discovered and demonstrated to the satisfaction of the Buyer that certain assets, properties or rights, including fractional real property interests, owned, leased or subleased were conveyed to Buyer by Sellers but not previously used or held for use in connection with the Virginia Subdivision, then Buyer shall use its commercially reasonable efforts to assign, convey, lease or sublease, as applicable, such assets, properties, or rights to Seller (or its designee), in each case upon the reasonable request of Seller (or its designee), at no additional cost or expense to Seller (or its designee).
11. Each party to this Agreement waives any right to trial by jury in any action, matter or proceeding regarding this Agreement or any provision hereof.
12. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior discussions and agreements between the parties with respect to the subject matter hereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the party against whom enforcement of any such amendment, supplement, modification or waiver is sought.
13. This Agreement will be governed by and construed in accordance with federal bankruptcy law, to the extent applicable, and, where state law is implicated, the laws of the State of New York applicable to contracts made and performed in such State.
14. This Agreement may be executed in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
15. Each party hereto agrees, upon the reasonable request of any other party hereto (and at such other party's expense), to make, execute and deliver any and all documents or instruments of any kind or character, and to perform all such other actions, that may be reasonably necessary or proper to effectuate, confirm, perform or carry out the terms or provisions of this Agreement.
16. This Agreement may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
17. WITH RESPECT TO ALL MATTERS SOLD, ASSIGNED, TRANSFERRED AND CONVEYED PURSUANT HERETO, SUCH MATTERS ARE HEREBY SOLD, ASSIGNED, TRANSFERRED AND CONVEYED TO BUYER ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, WITHOUT ANY REPRESENTATION, WARRANTY, GUARANTY, PROMISE, PROJECTION OR PREDICTION WHATSOEVER WITH RESPECT TO SUCH MATTERS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW OR UNDER THE UNIFORM COMMERCIAL CODE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLERS:

Blackjewel L.L.C.

By: /s/ David J. Beckman
Name: David J. Beckman
Title: Interim Chief Executive Officer

Blackjewel Holdings L.L.C.

By: /s/ David J. Beckman
Name: David J. Beckman
Title: Interim Chief Executive Officer

Revelation Energy Holdings, LLC

By: /s/ David J. Beckman
Name: David J. Beckman
Title: Interim Chief Executive Officer

Revelation Management Corp.

By: /s/ David J. Beckman
Name: David J. Beckman
Title: Interim Chief Executive Officer

Revelation Energy, LLC

By: /s/ David J. Beckman
Name: David J. Beckman
Title: Interim Chief Executive Officer

Dominion Coal Corporation

By: /s/ David J. Beckman
Name: David J. Beckman
Title: Interim Chief Executive Officer

Harold Keene Coal Co. LLC

By: /s/ David J. Beckman
Name: David J. Beckman
Title: Interim Chief Executive Officer

Vansant Coal Corporation

By: /s/ David J. Beckman
Name: David J. Beckman
Title: Interim Chief Executive Officer

Lone Mountain Processing LLC

By: /s/ David J. Beckman
Name: David J. Beckman
Title: Interim Chief Executive Officer

Powell Mountain Energy, LLC

By: /s/ David J. Beckman
Name: David J. Beckman
Title: Interim Chief Executive Officer

Cumberland River Coal LLC

By: /s/ David J. Beckman
Name: David J. Beckman
Title: Interim Chief Executive Officer

BUYER:

Jewell Valley Mining LLC

By: /s/ Richard A. Boone
Name: Richard A. Boone
Title: President & CEO

EXHIBIT A

Purchased Assets

DIV	MineAbbrv	Mine Location	Job / Job Name	Permit #	Bond Amount
VA	D15	Pioneer #1	D-15 - Pioneer #1	Permit #1201797	414,100
VA	D16	Mavrick	D-16 Mavrick - DOMINION #30	Permit #1202258	352,200
VA	D16	Mavrick	D-16 Mavrick - DOMINION #30 Shadow Permit	Permit #Y-4015-97	
VA	D17	Tiller #4	D-17 Tiller #4 - SURFACE MINE #1	Permit #1702261	1,791,400
VA	D18	Tiller #5	D-18 Tiller #5 - DOMINION MINE #7	Permit #1202259	325,000
VA	D18	Tiller #5	D-18 Tiller #5 - DOMINION MINE #7 Shadow Permit	Permit #Y-3032-12	
VA	D18	Dominion #7	D-18 - Dominion 7 Shadow Permit	Permit #Pending Transfer	-
VA	D20	Beehive	D-20 Beehive - DOMINION MINE #34	Permit #1202286	241,500
VA	P12	Flatrock	P-12 Flatrock - FLATROCK PLANT & REFUSE	Permit #1702276	2,058,000
VA	R251	FLATROCK #251	R251 - FLATROCK NORTHEAST	Permit #1102084	429,000
VA	T12	Raven Loadout	T-12 Raven Loadout - RAVEN DOCK	Permit #1302005	23,300

The Purchased Assets shall include, with respect to each specified Job / Job Name and Permit, all such leases, interests in real property, contracts, governmental permits and/or authorizations, improvements, equipment, parts and inventory, maps, records and employee information (to the extent permitted by law) necessary and desirable for the operation of such Job / Job Name and Permit as such operation would be operated by an experienced and prudent operator and which are held by Sellers with respect to such Job / Job Name and Permit. The Purchased Assets also include any real property, improvements, leases, equipment, parts and inventory located within the Virginia Subdivision property control whether or not contained within, on, or under the mine/permit listed above. For the avoidance of doubt, and except as otherwise agreed separately as between the Buyer and United Bank, the Buyer has agreed to carve out, and is not acquiring, any of the Sellers' assets pursuant to this Agreement upon which United Bank asserts a lien, interest or claim (the "United Collateral"), and United Bank's liens, interests, and claims against the Sellers or such Assets shall remain undisturbed by this Agreement. Buyer shall permit United Bank and/or the Sellers reasonable ingress, egress and regress to its real properties necessary for United Bank and/or the Sellers to retrieve such United Collateral.

The permit numbers listed herein are permit numbers that are either currently assigned or formerly assigned permit numbers, depending upon current permit transfer status to the applicable Seller. The permit numbers listed are for reference to a specific mine; Buyer and Sellers agree that the actual permit number may vary due to a portion of the permits being in different phases of transfer at this time.

For the avoidance of doubt, Buyer is not acquiring any assets of the Sellers pursuant to this Agreement upon which Caterpillar Financial Services ("Caterpillar") asserts a Lien, Claim or Interest (the "Caterpillar Collateral"). Buyer shall permit Caterpillar (subject to the requirements of the Bankruptcy Code) or the Sellers reasonable ingress, egress and regress to its real properties necessary to retrieve the Caterpillar Collateral.

For a period of twelve (12) months following the Effective Date, Sellers or their representatives agree to take commercially reasonable actions to designate Buyer as operator under the acquired permits, and to provide and execute documents and instruments to allow Buyer's transfer and assumption of such permits as may be requested by Buyer. For a period of twelve (12) months following the Effective Date, Sellers or their representatives further agree to take commercially reasonable actions to cause the assignment and/or transfer to Buyer of each asset referenced herein, including all leases, real property interests, equipment, and contracts designated by Buyer.

EXHIBIT B

Excluded Liabilities

Any obligation pursuant to an instrument, whether identified as deed or otherwise, purporting to obligate any of the Debtors to pay any royalties such as overriding royalties, wheelage royalties, or the like, which instrument does not run with the land under applicable nonbankruptcy law.

Buyer will not assume any reclamation obligations associated with any permit not identified in Exhibit A to this Agreement or associated with any permit for which Buyer is not the highest and best bidder.

All liabilities not identified in Exhibit D to this Agreement as Assumed Liabilities are Excluded Liabilities.

EXHIBIT C

Excluded Assets

Any asset not identified as a Purchased Asset in Exhibit A to this Agreement, is an Excluded Asset.

EXHIBIT D

Assumed Liabilities

All reclamation obligations related to the permits identified in Exhibit A to this Agreement.

EXHIBIT E

Assumed Leases

Leases expressly designated by Buyer after the Effective Date, subject to agreement on cure amounts, minimum and production royalty amounts, and any additional terms with counterparties to such leases to Buyer's satisfaction.

EXHIBIT F

Assumed Purchased Contracts

Contracts expressly designated by Buyer after the Effective Date, subject to agreement on cure amounts and any additional terms with counterparties to such contracts to Buyer's satisfaction.

**FOURTH AMENDMENT
TO FINANCING AGREEMENT**

FOURTH AMENDMENT, dated as of August 16, 2019 (this "Amendment"), to the Financing Agreement, dated as of December 27, 2017 (as amended, supplemented, replaced or otherwise modified from time to time, the "Financing Agreement"), by and among Rhino Resource Partners LP, a Delaware limited partnership (the "Parent"), Rhino Energy LLC, a Delaware limited liability company ("Rhino"), each subsidiary of Rhino listed as a "Borrower" on the signature pages thereto (together with Rhino, each a "Borrower" and collectively, the "Borrowers"), each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (together with the Parent and each other Person that executes a joinder agreement and becomes a "Guarantor" thereunder, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Cortland Capital Market Services LLC ("Cortland"), as collateral agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Collateral Agent"), Cortland, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "Administrative Agent") and CB Agent Services LLC, as origination agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the "Origination Agent" and together with the Collateral Agent and the Administrative Agent, each an "Agent" and collectively, the "Agents").

WHEREAS, the Borrowers, the Guarantors, the Agents and the Lenders wish to amend certain terms and provisions of the Financing Agreement as hereinafter set forth.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. All terms used herein that are defined in the Financing Agreement and not otherwise defined herein shall have the meanings assigned to them in the Financing Agreement.

2. Amendments.

(a) New Definitions. Section 1.01 of the Financing Agreement is hereby amended by adding the following definitions in appropriate alphabetical order:

““Fourth Amendment” means the Fourth Amendment to Financing Agreement, dated as of August 16, 2019, by and among the Agents, the Lenders party thereto and the Loan Parties.”

““Fourth Amendment Effective Date” means the date on which each of the conditions precedent set forth in Section 5 of the Fourth Amendment have been either satisfied or waived.”

(b) Existing Definitions.

(i) The definition of “Applicable Premium” in Section 1.01 of the Financing Agreement is hereby amended and restated its entirety to read as follows:

““Applicable Premium” means, as of the date of the occurrence of an Applicable Premium Trigger Event:

(a) during the period of time from and after the Effective Date up to and including December 27, 2020, an amount equal to the Make-Whole Amount; and

(b) thereafter, zero.”

(ii) The definition of “Make-Whole Amount” in Section 1.01 of the Financing Agreement is hereby amended and restated its entirety to read as follows:

““Make-Whole Amount” means, as of any date of determination, an amount equal to the aggregate amount of interest (including, without limitation, interest payable in cash, in kind or deferred) which would have otherwise been payable on the aggregate principal amount of the Term Loan paid on such date (or in the case of an Applicable Premium Trigger Event specified in clauses (b), (c), (d) or (e) of the definition thereof, the principal amount of the Term Loan outstanding on such date and the aggregate amount of the Unused Line Fee (assuming for purposes of calculating the Unused Line Fee that the Total Delayed Draw Term Loan Commitment is equal to the amount of the Total Delayed Draw Term Loan Commitment immediately prior to the occurrence of the Applicable Premium Trigger Event) which would have otherwise accrued) from the date of the occurrence of the Applicable Premium Trigger Event until December 27, 2020.”

3. Consent.

(a) Pursuant to the request by the Loan Parties, but subject to satisfaction of the conditions set forth in Section 5 hereof, and in reliance upon (A) the representations and warranties of Loan Parties set forth herein and in the Financing Agreement and (B) the agreements of the Loan Parties set forth herein, the Origination Agent hereby consents to the making of a Term Loan in the amount of \$5,000,000 on the Fourth Amendment Effective Date.

(b) The consent in this Section 3 shall be effective only in this specific instance and for the specific purpose set forth herein and does not allow for any other or further departure from the terms and conditions of the Financing Agreement or any other Loan Document, which terms and conditions shall continue in full force and effect.

4. Representations and Warranties. Each Loan Party hereby represents and warrants to the Agents and the Lenders as follows :

(a) Representations and Warranties; No Event of Default. The representations and warranties herein, in Article VI of the Financing Agreement and in each other Loan Document, certificate or other writing delivered by or on behalf of the Loan Parties to any Agent or any Lender pursuant to the Financing Agreement or any other Loan Document on or prior to the Fourth Amendment Effective Date are true and correct in all material respects (except that such materiality qualifier shall not be applied to any representations or warranties that already are qualified or modified as to “materiality” or “Material Adverse Effect” in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Fourth Amendment Effective Date, after giving effect to this Amendment (including the consent set forth in Section 3 hereof), as though made on and as of such date (unless such representations or warranties are stated to relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applied to any representations or warranties that already are qualified or modified as to “materiality” or “Material Adverse Effect” in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date), and no Default or Event of Default has occurred and is continuing as of the Fourth Amendment Effective Date, after giving effect to this Amendment (including the consent set forth in Section 3 hereof), or would result from this Amendment becoming effective in accordance with its terms.

(b) Organization, Good Standing, Etc. Each Loan Party (i) is a corporation, limited liability company or limited partnership duly organized, validly existing and in good standing under the laws of the state or jurisdiction of its organization, (ii) has all requisite power and authority to conduct its business as now conducted and as presently contemplated and to execute this Amendment and deliver each Loan Document to which it is a party, and to consummate the transactions contemplated hereby and by the Financing Agreement, and (iii) is duly qualified to do business and is in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary, except (solely for the purposes of this subclause (iii)) where the failure to be so qualified and in good standing could reasonably be expected to have a Material Adverse Effect.

(c) Authorization; Etc. The execution, delivery and performance of this Amendment by the Loan Parties, and the performance of the Financing Agreement, (i) have been duly authorized by all necessary action, (ii) do not and will not contravene (A) any of its Governing Documents, (B) any applicable material Requirement of Law or (C) any material Contractual Obligation binding on or otherwise affecting it or any of its properties, (iii) do not and will not result in or require the creation of any Lien (other than pursuant to any Loan Document or any other Permitted Lien) upon or with respect to any of its properties, and (iv) do not and will not result in any default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal of any permit, license, authorization or approval applicable to its operations or any of its properties, except in the case of clause (iv), to the extent where such contravention, default, noncompliance, suspension, revocation, impairment, forfeiture or nonrenewal could not reasonably be expected to have a Material Adverse Effect.

(d) Governmental Approvals. No authorization or approval or other action by, and no notice to or filing with, any Governmental Authority is required in connection with the due execution, delivery and performance by any Loan Party of this Amendment or any other Loan Document to which it is or will be a party other than filings and recordings with respect to Collateral that were made, or otherwise delivered to the Collateral Agent for filing or recordation, on the Effective Date.

5. Conditions to Effectiveness. This Amendment shall become effective only upon satisfaction in full, in a manner reasonably satisfactory to the Origination Agent, of the following conditions precedent (the first date upon which all such conditions shall have been satisfied or waived being herein called the "Fourth Amendment Effective Date"):

(a) The Agents shall have received this Amendment, duly executed by the Loan Parties, each Agent and the Required Lenders.

(b) The representations and warranties contained in this Amendment and in Article VI of the Financing Agreement and in each other Loan Document shall be true and correct in all material respects (except that such materiality qualifier shall not be applied to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of the Fourth Amendment Effective Date, after giving effect to this Amendment (including the consent set forth in Section 3 hereof), as though made on and as of such date (unless such representations or warranties are stated to relate to an earlier date, in which case such representations and warranties shall be true and correct in all material respects (except that such materiality qualifier shall not be applied to any representations or warranties that already are qualified or modified as to "materiality" or "Material Adverse Effect" in the text thereof, which representations and warranties shall be true and correct in all respects subject to such qualification) on and as of such earlier date).

(c) No Default or Event of Default shall have occurred and be continuing on the Fourth Amendment Effective Date, after giving effect to this Amendment (including the consent set forth in Section 3 hereof), or result from this Amendment becoming effective in accordance with its terms.

(d) The Borrowers shall have paid on or before the Fourth Amendment Effective Date all fees, costs and expenses then payable pursuant to Section 2.06 and Section 12.04, including, without limitation, the reasonable fees and expenses of (i) Schulte Roth & Zabel LLP, counsel to the Origination Agent and (ii) Holland & Knight LLP, counsel to Administrative Agent.

6. Continued Effectiveness of the Financing Agreement and Other Loan Documents. Each Loan Party hereby (i) acknowledges and consents to this Amendment, (ii) confirms and agrees that the Financing Agreement and each other Loan Document to which it is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects except that on and after the Fourth Amendment Effective Date all references in any such Loan Document to “the Financing Agreement”, the “Agreement”, “thereto”, “thereof”, “thereunder” or words of like import referring to the Financing Agreement shall mean the Financing Agreement as amended or modified by this Amendment, and (iii) confirms and agrees that to the extent that any such Loan Document purports to assign or pledge to the Collateral Agent for the benefit of the Agents and the Lenders, or to grant to the Collateral Agent for the benefit of the Agents and the Lenders a security interest in or Lien on, any Collateral as security for the Obligations of the Loan Parties from time to time existing in respect of the Financing Agreement (as amended hereby) and the other Loan Documents, such pledge, assignment and/or grant of the security interest or Lien is hereby ratified and confirmed in all respects. This Amendment does not and shall not affect any of the obligations of the Loan Parties, other than as expressly provided herein, including, without limitation, the Loan Parties’ obligations to repay the Loans in accordance with the terms of Financing Agreement, or the obligations of the Loan Parties under any Loan Document to which they are a party, all of which obligations shall remain in full force and effect. Except as expressly provided herein, the execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Agents or any Lender under the Financing Agreement or any other Loan Document, nor constitute a waiver of any provision of the Financing Agreement or any other Loan Document.

7. Release. Each Loan Party hereby acknowledges and agrees that, on the Fourth Amendment Effective Date: (a) neither it nor any of its Affiliates has any claim or cause of action arising on or prior to the Fourth Amendment Effective Date against any Agent or any Lender (or any of their respective Affiliates, officers, directors, employees, attorneys, consultants or agents) under the Financing Agreement and the other Loan Documents and (b) each Agent and each Lender has, prior to the Fourth Amendment Effective Date, properly performed and satisfied in a timely manner all of its obligations prior to the Fourth Amendment Effective Date to such Loan Party and its Affiliates under the Financing Agreement and the other Loan Documents. Notwithstanding the foregoing, the Agents and the Lenders wish (and each Loan Party agrees) to eliminate, to the fullest extent permitted under applicable law, any possibility that any past conditions, acts, omissions, events or circumstances which occurred prior to the Fourth Amendment Effective Date would impair or otherwise adversely affect any of the Agents’ and the Lenders’ rights, interests, security and/or remedies under the Financing Agreement and the other Loan Documents. Accordingly, for and in consideration of the agreements contained in this Amendment and other good and valuable consideration, each Loan Party (for itself and its Affiliates and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the “Releasors”) does hereby fully, finally, unconditionally and irrevocably release and forever discharge each Agent, each Lender and each of their respective Affiliates, officers, directors, employees, attorneys, consultants and agents (collectively, the “Released Parties”) from any and all debts, claims, obligations, damages, costs, attorneys’ fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, arising on or prior to the Fourth Amendment Effective Date, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Releasor has heretofore had or now or hereafter can, shall or may have against any Released Party by reason of any act, omission or thing whatsoever done or omitted to be done on or prior to the Fourth Amendment Effective Date and arising out of, connected with or related in any way to this Amendment, the Financing Agreement or any other Loan Document, or any act, event or transaction on or prior to the Fourth Amendment Effective Date related or attendant thereto, or the agreements of any Agent or any Lender contained therein, or the possession, use, operation or control of any of the assets of each Loan Party, or the making of any Loans, or the management of such Loans or the Collateral, in each case, on or prior to the Fourth Amendment Effective Date.

As to each and every claim released hereunder, each Loan Party hereby represents that it has received the advice of legal counsel with regard to the releases contained herein, and having been so advised, specifically waives the benefit of the provisions of Section 1542 of the Civil Code of California which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

As to each and every claim released hereunder, each Loan Party also waives the benefit of each other similar provision of applicable federal or state law (including without limitation the laws of the state of New York), if any, pertaining to general releases after having been advised by its legal counsel with respect thereto.

Each Loan Party acknowledges that it may hereafter discover facts different from or in addition to those now known or believed to be true with respect to such claims, demands, or causes of action arising on or prior to the Fourth Amendment Effective Date and agrees that this instrument shall be and remain effective in all respects notwithstanding any such differences or additional facts. Each Loan Party understands, acknowledges and agrees that to the extent permitted under applicable law, the release set forth above may be pleaded as a full and complete defense and may be used as a basis for an injunction against any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of the provisions of such release.

Each Loan Party, for itself and on behalf of its successors, assigns, and officers, directors, employees and agents, and any Person acting for or on behalf of, or claiming through it, hereby absolutely, unconditionally and irrevocably, covenants and agrees with and in favor of the Released Parties above that it will not sue (at law, in equity, in any regulatory proceeding or otherwise) the Released Parties on the basis of any claim released, remised and discharged by such Person pursuant to this Section 7. Each Loan Party further agrees that it shall not dispute the validity or enforceability of the Financing Agreement or any of the other Loan Documents or any of its obligations thereunder, or the validity, priority, enforceability or the extent of Collateral Agent's Lien on any item of Collateral under the Financing Agreement or the other Loan Documents. If any Loan Party or any of its respective successors, assigns, or officers, directors, employees and agents, or any Person acting for or on behalf of, or claiming through it violate the foregoing covenant, such Person, for itself and its successors, assigns and legal representatives, agrees to pay, in addition to such other damages as the Released Parties may sustain as a result of such violation, all reasonable attorneys' fees and costs incurred by the Released Parties as a result of such violation.

Each Lender hereby acknowledges and agrees that, on the Fourth Amendment Effective Date: (a) neither it nor any of its Affiliates has any claim or cause of action arising on or prior to the Fourth Amendment Effective Date against Cortland Capital Market Services LLC, Colbeck Capital Management, LLC or CB Agent Services LLC (or any of their respective Affiliates, officers, directors, employees, attorneys, consultants or agents) under the Financing Agreement and the other Loan Documents and (b) each of Cortland Capital Market Services LLC, Colbeck Capital Management, LLC, CB Agent Services LLC and their respective Affiliates has, prior to the Fourth Amendment Effective Date, properly performed and satisfied in a timely manner all of its obligations prior to the Fourth Amendment Effective Date to such Lender and its Affiliates under the Financing Agreement and the other Loan Documents. Notwithstanding the foregoing, Cortland Capital Market Services LLC, Colbeck Capital Management, LLC, CB Agent Services LLC and their respective Affiliates wish (and each Lender agrees) to eliminate, to the fullest extent permitted under applicable law, any possibility that any past conditions, acts, omissions, events or circumstances which occurred prior to the Fourth Amendment Effective Date would give rise to any claim by any Lender against Cortland Capital Market Services LLC, Colbeck Capital Management, LLC, CB Agent Services LLC and their respective Affiliates under the Financing Agreement and the other Loan Documents. Accordingly, for and in consideration of the agreements contained in this Amendment and other good and valuable consideration, each Lender (for itself and its Affiliates and the successors, assigns, heirs and representatives of each of the foregoing) (collectively, the "Lender Releasors") does hereby fully, finally, unconditionally and irrevocably release and forever discharge Cortland Capital Market Services LLC, Colbeck Capital Management, LLC, CB Agent Services LLC and each of their respective Affiliates, officers, directors, employees, attorneys, consultants and agents (collectively, the "Colbeck/Cortland Released Parties") from any and all debts, claims, obligations, damages, costs, attorneys' fees, suits, demands, liabilities, actions, proceedings and causes of action, in each case, arising on or prior to the Fourth Amendment Effective Date, whether known or unknown, contingent or fixed, direct or indirect, and of whatever nature or description, and whether in law or in equity, under contract, tort, statute or otherwise, which any Lender Releasor has heretofore had or now or hereafter can, shall or may have against any Colbeck/Cortland Released Party by reason of any act, omission or thing whatsoever done or omitted to be done on or prior to the Fourth Amendment Effective Date and arising out of, connected with or related in any way to this Amendment, the Financing Agreement or any other Loan Document, or any act, event or transaction on or prior to the Fourth Amendment Effective Date related or attendant thereto, or the agreements of Cortland Capital Market Services LLC, Colbeck Capital Management, LLC, CB Agent Services LLC or any of their respective Affiliates contained therein, or the possession, use, operation or control of any of the assets of each Loan Party, or the making of any Loans, or the management of such Loans or the Collateral, in each case, on or prior to the Fourth Amendment Effective Date.

As to each and every claim released hereunder, each Lender hereby represents that it has received the advice of legal counsel with regard to the releases contained herein, and having been so advised, specifically waives the benefit of the provisions of Section 1542 of the Civil Code of California which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH A CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

As to each and every claim released hereunder, each Lender also waives the benefit of each other similar provision of applicable federal or state law (including without limitation the laws of the state of New York), if any, pertaining to general releases after having been advised by its legal counsel with respect thereto.

8. Miscellaneous.

(a) This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Amendment by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart of this Amendment.

(b) Section and paragraph headings herein are included for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

(c) This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

(d) Each Loan Party hereby acknowledges and agrees that this Amendment constitutes a “Loan Document” under the Financing Agreement. Accordingly, it shall be an Event of Default under the Financing Agreement if (i) any representation or warranty made by a Loan Party under or in connection with this Amendment shall have been untrue, false or misleading in any material respect when made, or (ii) any Loan Party shall fail to perform or observe any term, covenant or agreement contained in this Amendment.

(e) Any provision of this Amendment that is 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 portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(f) The Borrowers will pay on demand all reasonable fees, costs and expenses of the Agents and the Lenders party to this Amendment in connection with the preparation, execution and delivery of this Amendment or otherwise payable under the Financing Agreement, including, without limitation, reasonable fees, disbursements and other charges of counsel to the Agents and the Lenders party to this Amendment.

[remainder of page intentionally left blank]

page hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered as of the date set forth on the first

BORROWERS:

RHINO ENERGY LLC

By: /s/ Richard A. Boone

Name: Richard A. Boone

Title: President & CEO

RHINO EXPLORATION LLC

RHINO TECHNOLOGIES LLC

SPRINGDALE LAND LLC

CAM MINING LLC

MCCLANE CANYON MINING LLC

HOPEDALE MINING LLC

CAM-OHIO REAL ESTATE LLC

CAM-KENTUCKY REAL ESTATE LLC

CAM-COLORADO LLC

TAYLORVILLE MINING LLC

LEESVILLE LAND LLC

CAM AIRCRAFT LLC

CASTLE VALLEY MINING LLC

PENNYRILE ENERGY LLC

By: /s/ Richard A. Boone

Name: Richard A. Boone

Title: President & CEO

GUARANTORS:

RHINO RESOURCE PARTNERS LP

By: Rhino GP LLC, its general partner

By: /s/ Richard A. Boone

Name: Richard A. Boone

Title: President & CEO

RHINO TRUCKING LLC

RHINO SERVICES LLC

RHINO OILFIELD SERVICES LLC

TRIAD ROOF SUPPORT SYSTEMS LLC

RHINO COALFIELD SERVICES LLC

RHINO NORTHERN HOLDINGS LLC

CAM-BB LLC

CAM COAL TRADING LLC

By: /s/ Richard A. Boone

Name: Richard A. Boone

Title: President & CEO

COLLATERAL AGENT AND ADMINISTRATIVE AGENT:

CORTLAND CAPITAL MARKET SERVICES LLC

By: /s/ Matthew Trybula

Name: Matthew Trybula

Title: Associate Counsel

ORINATION AGENT:

CB AGENT SERVICES LLC

By: /s/ Morris Beyda

Name: Morris Beyda

Title: Partner & COO

LENDER:

COLBECK STRATEGIC LENDING MASTER, L.P.

By: Colbeck Capital Management, LLC, its investment manager

By: /s/ Baabur Khondker

Name: Baabur Khondker

Title: Chief Financial Officer

LENDER:

CION INVESTMENT CORPORATION

By: /s/ Gregg A. Bresner

Name: Gregg A. Bresner, CFA

Title: President & Chief Investment Officer

LENDER:

33RD STREET FUNDING, LLC

By: /s/ Gregg A. Bresner

Name: Gregg A Bresner, CFA

Title: President & Chief Investment Officer
