

EXHIBIT A

Eighth Amendment to Debtor-In-Possession Credit Agreement

**EIGHTH AMENDMENT TO
DEBTOR-IN-POSSESSION CREDIT AGREEMENT**

THIS EIGHTH AMENDMENT TO DEBTOR-IN-POSSESSION CREDIT AGREEMENT (this "*Amendment*") dated effective as of October 30, 2013, is by and among TRINITY COAL CORPORATION ("*Trinity Coal Corporation*" or the "*Borrower*"), the Affiliates of the Borrower party signatory hereto as Guarantors, the "*Lenders*" as defined in the hereinafter defined DIP Credit Agreement signatory hereto, and CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK, as administrative agent for the Lenders (in such capacity, the "*Agent*")

RECITALS

A. The Borrower, Lenders, and Agent have entered into that certain SENIOR SECURED PRIMING AND SUPER-PRIORITY POST-PETITION CREDIT AND SECURITY AGREEMENT dated as of March 7, 2013, as modified and amended by the First Amendment to Debtor-in-Possession Credit Agreement dated as of April 19, 2013, the Second Amendment and Waiver to Debtor-in-Possession Credit Agreement dated as of May 10, 2013, the Third Amendment to Debtor-in-possession Credit Agreement dated as of May 31, 2013, the Fourth Amendment to Debtor-in-possession Credit Agreement dated as of June 14, 2013, the Waiver and Fifth Amendment to Debtor-in-possession Credit Agreement dated as of July 2, 2013, the Sixth Amendment to Debtor-in-possession Credit Agreement dated as of July 29, 2013, the Seventh Amendment to Debtor-in-possession Credit Agreement dated as of August 12, 2013 and those certain letter agreements (the "*Limited Waivers*") dated as of April 3, 2013, May 6, 2013, May 10, 2013, May 22, 2013, July 29, 2013, August 15, 2013, August 29, 2013, September 23, 2013 and October 2, 2013 (as further modified, supplemented, or restated from time to time, the "*DIP Credit Agreement*").

B. Each of the parties hereto has agreed to make certain modifications to the DIP Credit Agreement, as set forth below.

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

AGREEMENT

1. **General.** Unless otherwise indicated, all Article and Section references herein are to Articles and Sections of the DIP Credit Agreement, and all paragraph references herein are to Paragraphs in this Amendment. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the DIP Credit Agreement.

2. **Amendments.** Subject to the satisfaction of the conditions precedent set forth in *Paragraph 3* of this Amendment, the DIP Credit Agreement is hereby amended as follows:

2.1 The definitions of "Budget", "Budget Period", "Deposit Escrow Agreement", "Extended Budget Period", "Maturity Date", "Revolving Commitment", and "Variance Amount" set forth in *Section 1.1* of the DIP Credit Agreement are hereby amended, in their respective entireties, to read as follows:

"*Budget*" means the budget of Borrower and the other Loan Parties relative to the operations of the Borrower and the other Loan Parties in the Chapter 11 Cases for any fiscal period, as delivered to Agent and the Lenders in form and substance satisfactory to Agent and the requisite

Lenders. A Budget for the Interim Budget Period (the “**Interim Budget**”) must be approved by the Agent and the Lenders and attached to the Interim Order. A Budget covering the Initial Budget Period (the “**Initial Budget**”) must be delivered by the Borrower to the Agent and the Lenders at least 7 Business Days before any hearing related to final approval of the extensions of credit evidenced hereby, shall be approved by the Agent and the Required Revolving Lenders and must be attached to the Final Order. On or before May 15, 2013, Borrower shall deliver to the Agent and the Lenders an updated Budget for the May Budget Test Period, which updated Budget must be approved by the Agent and the Required Revolving Lenders by May 17, 2013. On or before May 29, 2013, Borrower shall deliver to the Agent and the Lenders an updated Budget for the June Budget Test Period, which updated Budget must be approved by the Agent and the Required Revolving Lenders by May 31, 2013. On June 28, 2013, Borrower delivered to the Agent and the Lenders an updated Budget for the July Budget Test Period, which updated Budget was approved by the Agent and the Required Revolving Lenders on July 1, 2013. On July 24, 2013, Borrower delivered to the Agent and the Lenders an updated Budget for the one week period ending August 3, 2013, which updated Budget was approved by the Agent and the Required Revolving Lenders on July 30, 2013. On July 30, 2013, Borrower delivered to the Agent and the Lenders an updated Budget for the one week period ending August 10, 2013, which updated Budget was approved by the Agent and the Required Revolving Lenders on August 5, 2013. The Borrower shall deliver, and the Agent and the Required Revolving Lenders shall approve an updated Budget for each successive one week period thereafter until the Initial Extension Budget (hereinafter defined) has been received and approved by the Agent and the Required Revolving Lenders. The Incremental Budget (herein referred to as the “**Initial Extension Budget**”) shall constitute the initial Budget for the Initial Extension Budget Period. Within 3 Business Days before the end of each Initial Extension Budget Test Period, Borrower shall deliver to the Agent and the Lenders an updated Budget for the remaining portion of the Initial Extension Budget Period, which updated Budget must be approved by the Agent and the Required Revolving Lenders at least one Business Day before the end of such Initial Extension Budget Test Period. The Updated Incremental Budget (herein referred to as the “**Second Extension Budget**”) shall constitute the initial Budget for the Second Extension Budget Period. Within 3 Business Days before the end of each Second Extension Budget Test Period, Borrower shall deliver to the Agent and the Lenders an updated Budget for the remaining portion of the Second Extension Budget Period, which updated Budget must be approved by the Agent and the Required Revolving Lenders at least one Business Day before the end of such Second Extension Budget Test Period. A Budget covering the Extended Budget Period (the “**Extension Budget**”) must be delivered by the Borrower to the Agent and the Lenders within 3 Business Days before the end of the Second Extension Budget Period, which Budget must be approved by the Agent and the Required Revolving Lenders at least one Business Day before the end of such Second Extension Budget Period.

“**Budget Period**” means the Interim Budget Period, the Initial Budget Period, the Initial Extension Budget Period, the Second Extension Budget Period or the Extended Budget Period, as applicable.

“**Deposit Escrow Agreement**” means that certain Deposit Escrow Agreement entered into as of August 1, 2013 by and among Essar, the Agent, the Revolving Lenders and the Loan Parties, as modified and amended pursuant to the Deposit Escrow Agreement Amendment, and as may be further modified, amended or restated from time to time.

“**Extended Budget Period**” means the period of time commencing on the day after the Second Extension Budget Period and ending on the Extended Maturity Date or such other period of time as may be agreed to by the Borrower, the Agent and the Required Revolving Lenders.

“**Maturity Date**” means December 31, 2013 (the “**Initial Maturity Date**”); provided that within 15 days prior to such Initial Maturity Date the Borrower and the other Loan Parties may request that such Initial Maturity Date be extended to a date no later than March 31, 2014 (the “**Extended Maturity Date**”) so long as (i) such extension has been approved and consented to by the Agent, the Revolving Lenders and the Required Roll-up Lenders, in their respective sole discretion, (ii) the Termination Date has not sooner occurred, and no Default or Event of Default then exists under this Agreement, and (iii) the representations and warranties of the Borrower and the other Loan Parties contained in the Loan Documents are true and correct in all material respects (other than any representations or warranties which refer to an earlier date in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date).

“**Revolving Commitment**” means, with respect to each Revolving Lender, the commitment of such Revolving Lender to make Loans to the Borrower in the amount equal to the relevant Applicable Revolving Percentage set forth opposite such Lender's name in **Schedule 2.1** hereto, provided that the aggregate amount of the Revolving Commitments of all Revolving Lenders shall not exceed a maximum amount of Twenty-Five Million Dollars (\$25,000,000) outstanding at any time, as such amounts may be terminated or reduced from time to time in accordance with the terms of this Agreement.

“**Variance Amount**” means, with respect to (i) any Tested Line Item during the Interim Budget Test Period, 17.5% of the aggregate amount reflected on the Interim Budget for such Tested Line Item for the entire Interim Budget Test Period (and not just the portion thereof most recently completed), (ii) each Tested Line Item (other than “Professional Fees—Debtor”) during each applicable Initial Budget Test Period, Initial Extension Budget Test Period and Second Extension Budget Test Period, the percentage of the aggregate amount reflected on the then applicable Budget for such Tested Line Item for such entire Initial Budget Test Period, Initial Extension Budget Test Period, or Second Extension Budget Test Period, as applicable, set forth in the table below (and not just the portion thereof most recently completed), and (iii) as to the Extended Budget Period, if any, those amounts as may be agreed to among the Borrower, the Agent and the Required Revolving Lenders prior to the commencement of such Extended Budget Period.

<u>Tested Line Item (as reflected on Applicable Budget)</u>	<u>Applicable Percentage</u>
Receipts	20%
Operational Cash Disbursements (excluding Reclamation Disbursements)	17.5%
Maintenance capital expenditures	15%
Reclamation Disbursements	15%

2.2 The following new definitions are hereby added in appropriate alphabetical order to *Section 1.1* of the DIP Credit Agreement:

“Deposit Escrow Agreement Amendment” means that certain First Amendment to Deposit Escrow Agreement dated as of October 28, 2013, which updates the Incremental Budget and modifies and amends certain other terms and conditions of the Deposit Escrow Agreement.

“Fourth Supplemental Deposit” shall have the meaning set forth in the Deposit Escrow Agreement.

“Second Extension Budget Period” means the period of time covered by the **Updated Incremental Budget** that has been approved by the parties in accordance with the terms of the Deposit Escrow Agreement Amendment or such other period of time as may be agreed to by the Borrower, the Agent and the Required Revolving Lenders.

“Second Extension Budget Test Period” means each successive four (4) week period occurring during the Second Extension Budget Period; provided that if there are less than four (4) weeks remaining in the Second Extension Budget Period, the Second Extension Budget Test Period shall be the period of time from the end of the previous Second Extension Budget Test Period until the last day of the Second Extension Budget Period.

“Third Supplemental Deposit” shall have the meaning set forth in the Deposit Escrow Agreement.

“Eighth Amendment” means the Eighth Amendment to Debtor-in-Possession Credit Agreement dated as of October 30, 2013 by and among the Agent, the Lenders party thereto and the Loan Parties.

“Updated Incremental Budget” shall have the meaning set forth in the Deposit Escrow Agreement, as modified and updated in accordance with the terms of the Deposit Escrow Agreement Amendment.

2.3 Section 2.1 of the DIP Credit Agreement is hereby amended to add the following sentence to the end thereof:

“Furthermore, the Revolving Lenders shall have no obligation to make any Advances to the Borrower in excess of (i) \$22,000,000, in the aggregate, unless the Third Supplemental Deposit has been made by Essar in accordance with the terms of the Deposit Escrow Agreement, (ii) \$23,500,000, in the aggregate, unless the Fourth Supplemental Deposit has been made by Essar in accordance with the terms of the Deposit Escrow Agreement, and (iii) if the Fourth Supplemental Deposit is so made but is less than \$1,500,000, the sum of \$23,500,000 plus the amount of the Fourth Supplemental Deposit.

2.4 Section 7.2(d) of the DIP Credit Agreement is amended, in its entirety, to read as follows:

“(d) The Budget shall be tested on a weekly basis for that portion of the Initial Budget Test Period, the Initial Extension Budget Test Period or the Second Extension Budget Test Period then ended, as applicable. Actual amounts received or disbursed (as applicable) for each Tested Line Item (other than “Professional Fees—Debtor”) as of the end of each week during each Initial Budget Test Period, Initial Extension Budget Test Period or Second Extension Budget Test Period, as applicable, may not vary from that shown on the corresponding Budget, on a cumulative basis for that portion of such Initial Budget Test Period, Initial Extension Budget Test

Period or Second Extension Budget Test Period then ended, respectively, by more than the Variance Amount for such Tested Line Item. Actual amounts disbursed for Debtors' Professional Fees as of the end of each Initial Budget Test Period, Initial Extension Budget Test Period, or Second Extension Budget Test Period, as applicable, may not exceed the aggregate amount set forth on the corresponding Budget for such entire Initial Budget Test Period, Initial Extension Budget Test Period, or Second Extension Budget Test Period, respectively, by more than 15%. During the Extended Budget Period, actual amounts for each Tested Line Item may not vary from that set forth in the then applicable Budget by more than such amounts and for such periods of time as is agreed to among the Borrower, the Agent and the Required Revolving Lenders prior to the commencement of such Extended Budget Period."

2.5 Section 9.1(h) of the DIP Credit Agreement is amended, in its entirety, to read as follows:

"(h) an order shall be entered by the Bankruptcy Court amending, supplementing, staying, vacating or otherwise modifying the provisions of the CRO Order, the Financing Orders (other than the orders approving the Incremental DIP Facility (as defined in the Deposit Escrow Agreement) and the terms of the Seventh Amendment and the Eighth Amendment (as used herein, collectively the "DIP Modification Orders")), this Agreement or any other Loan Document, the Deposit Escrow Agreement (other than the order (the "Escrow Modification Order") approving the Deposit Escrow Agreement Amendment), the DIP Modification Orders, the Escrow Approval Order (as defined in the Deposit Escrow Agreement), or the Escrow Modification Order, including without limitation any substitution of the Collateral, or the Borrower or any other Loan Party shall file or fail to timely oppose a motion seeking such an order, in either case without the express prior written consent of the Agent and the Required Lenders;"

2.6 Section 9.1(o) of the DIP Credit Agreement is amended by amending and restating clause (ii) at the end thereof, in its entirety, to read as follows:

" (ii) obtain an order of the Bankruptcy Court confirming such Plan on or before November 15, 2013, or the failure of the effective date of such Plan to occur on or before December 15, 2013, or"

2.7 *Schedule 2.1* of the DIP Credit Agreement is hereby amended and restated, in its entirety, to read as *Schedule 2.1* attached hereto.

3. **Conditions.** This Amendment shall not be effective until (i) Agent shall have received counterparts of this Amendment executed by Borrower, the Guarantors, Agent, and each of the Lenders, (ii) Agent and each Revolving Lender shall have received and approved, in its sole discretion, fully executed counterparts of the Deposit Escrow Agreement Amendment, and (iii) orders approving the terms of Deposit Escrow Agreement Amendment and this Amendment shall have been entered by the Bankruptcy Court in form and substance acceptable to the Agent and the Revolving Lenders, and the Agent shall have received a copy of such orders and such orders shall be in full force and effect and shall not have been reversed, stayed, modified or amended absent prior written consent of the Agent and the Revolving Lenders.

4. **Miscellaneous.**

4.1 **Ratification of DIP Credit Agreement and other Loan Documents.** The terms "Credit Agreement" and "Agreement" as used in each of the Loan Documents shall hereafter mean the

DIP Credit Agreement as amended by this Amendment. Each reference to any Loan Document in any other Loan Document shall mean such Loan Document as amended by this Amendment. Except as herein specifically agreed, the DIP Credit Agreement and other applicable Loan Documents are hereby ratified and confirmed and shall remain in full force and effect according to its terms.

4.2 **Authority/Enforceability.** Each party hereto represents and warrants that (a) it has taken all necessary action to authorize the execution, delivery, and performance of this Amendment; (b) this Amendment has been duly executed and delivered by such Person and constitutes such Person's legal, valid, and binding obligations, enforceable in accordance with its terms; and (c) no material consent, approval, authorization, or order of, or filing, registration, or qualification with, any court or Governmental Authority or third party is required in connection with the execution, delivery, or performance by such Person of this Amendment.

4.3 **No Waiver.**

4.3.1 Except as expressly set forth herein, the Borrower acknowledges that the execution of this Amendment by Agent and the Lenders party hereto is not intended to be a waiver of Agent's or any Lender's rights, remedies, or recourses under the DIP Credit Agreement, at law, or at equity, which rights, remedies, and recourses are expressly reserved by Agent and each Lender.

4.3.2 Except as expressly set forth herein, the Borrower acknowledges that the execution of this Amendment by Agent and the Lenders party hereto is not intended to be a waiver of any Event of Default which may exist under the DIP Credit Agreement, or any rights, remedies, or recourses available to Agent and Lenders, at law, or at equity, with respect thereto, which rights, remedies, and recourses are expressly reserved by Agent and each Lender.

4.4 **Counterparts/Telecopy.** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. Delivery of executed counterparts by telecopy or electronic mail shall be effective as an original and shall constitute a representation that an original will be delivered if requested.

4.5 **Further Assurances.** Upon the reasonable request of Agent, Borrower agrees to promptly take such action as is reasonably necessary to carry out the intent of this Amendment and the Loan Documents.

4.6 **GOVERNING LAW.** EXCEPT TO THE EXTENT DISPLACED OR GOVERNED BY THE BANKRUPTCY CODE OR APPLICABLE BANKRUPTCY LAW, THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF.

4.7 **ENTIRE AGREEMENT.** THE DIP CREDIT AGREEMENT (AS AMENDED BY THIS AMENDMENT) AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

*Remainder of page intentionally blank.
Signature pages follow.*

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the date first written above.

BORROWER:

TRINITY COAL CORPORATION

By: 

Name: David Stetson

Title: Chief Restructuring Officer

GUARANTORS:

FRASURE CREEK MINING, LLC
TRINITY PARENT CORPORATION
TRINITY COAL MARKETING, LLC
LITTLE ELK MINING COMPANY, LLC
TRINITY COAL PARTNERS LLC
HUGHES CREEK TERMINAL LLC
BEAR FORK RESOURCES, LLC
BANNER COAL TERMINAL LLC
FALCON RESOURCES LLC
PRATER BRANCH RESOURCES LLC
DEEP WATER RESOURCES, LLC
NORTH SPRINGS RESOURCES, LLC
LEVISA FORK RESOURCES, LLC
TRINITY RMG HOLDINGS LLC
RMG, INC.

By: 

Name: David Stetson

Title: Chief Restructuring Officer

CRÉDIT AGRICOLE CORPORATE AND
INVESTMENT BANK, as Agent, a Revolving
Lender and a Roll-up Lender

By: 
Title: **Ronald E. Spitzer**
Name: **Managing Director**

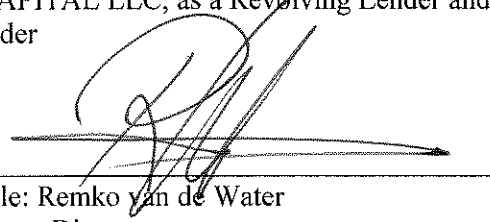
By: 
Title: **Alan Sidrane**
Name: **Managing Director**

ING CAPITAL LLC, as a Revolving Lender and a Roll-
up Lender

By: _____

Title: Remko van de Water

Name: Director

A handwritten signature in black ink, appearing to be 'Remko van de Water', is written over a horizontal line. The signature is stylized and somewhat cursive.


NATIXIS, NEW YORK BRANCH, as a Roll Up Lender

By: Michael D. Peist
Title: *Managing Director*
Name: *Michael D. Peist*

Mark A. Harrington

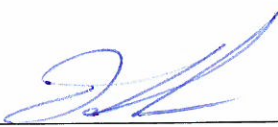
**Mark A. Harrington
Managing Director**

DZ BANK AG DEUTSCHE ZENTRAL-
GENOSSENSCHAFTSBANK FRANKFURT AM
MAIN, NEW YORK BRANCH, as a Roll-up Lender

By: 
Title: **Moritz C. Keller**
Name: **Senior Vice President**

By: 
Title: **Daria A. Pishko**
Name: **Director & Deputy Department Head**

LANDESBANK HESSEN-THURINGEN
GIROZENTRALE, NEW YORK BRANCH, as a Roll
Up Lender

By: 
Title: David A. Leech
Name: Senior Vice President
Corporate Finance Division


Marc Schnur
Assistant Vice President
Corporate Finance Division

DEKABANK DEUTSCHE GIROZENTRALE, as a
Roll Up Lender

By: _____

Title:

Name:


Jürgen Schöneberg


Ingo Lutze

16.10.2013

BNP Paribas, as a Roll Up Lender

By: 
Title: _____
Name: **AMY KIRSCHNER**
Managing Director

By: 
Title: _____
Name: **Matthew Mulligan**
Vice President

SCHEDULE 2.1
Lender Commitments

<u>Lender</u>	<u>Revolving Commitment</u>	<u>Roll-up Commitment</u>	<u>Applicable Revolving Percentage</u>	<u>Applicable Roll-up Percentage</u>	<u>Applicable Aggregate Percentage</u>
Crédit Agricole Corporate and Investment Bank	\$20,000,000	\$21,004,099.72	80%	42.593381380%	50.548970015%
ING Capital LLC	\$5,000,000	\$5,245,859.52	20%	10.637870615%	13.023947221%
Natixis, New York Branch	–	\$3,680,079.06	–	7.462686475%	5.812511762%
BNP Paribas	–	\$6,657,336.47	–	13.500148781%	10.514949789%
DekaBank Deutsche Girozentrale	–	\$5,112,217.65	–	10.366863563%	8.074507296%
DZ Bank AG Deutsche Zentrale Genosschaftsbankfrankfurt AM Main, New York Branch	–	\$2,768,533.67	–	5.614199706%	4.372768698%
Landesbank Hessen-Thuringen Girozentrale, New York Branch	–	\$4,844,933.92	–	9.824849480%	7.652345218%
Total	\$25,000,000	\$49,313,060.01	100%	100%	100%