

**EXHIBIT B**

**First Amendment to Deposit Escrow Agreement**

*Execution Copy*

**FIRST AMENDMENT TO  
DEPOSIT ESCROW AGREEMENT**

THIS FIRST AMENDMENT TO DEPOSIT ESCROW AGREEMENT (this "*Amendment*") dated effective as of October 28, 2013, is by and among ESSAR GLOBAL FUND LIMITED ("*Essar*"), CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK ("*Crédit Agricole*", the "*DIP Agent*", or the "*Prepetition Agent*", as applicable), ING CAPITAL LLC ("*ING*", together with Crédit Agirocle, the "*DIP Lenders*"), TRINITY COAL CORPORATION ("*Trinity*"), and the other Debtors (as defined in the Deposit Escrow Agreement and collectively with Essar and the DIP Lenders, the "*Parties*").

**RECITALS**

A. Essar, the DIP Lenders, Trinity and the other Debtors have entered into that certain DEPOSIT ESCROW AGREEMENT dated as of August 1, 2013 (the "*Deposit Escrow Agreement*").

B. Attached as **Exhibit A** to the Deposit Escrow Agreement is a term sheet (the "*Plan Proposal*"), setting forth the General Terms and Timeline of an Essar-sponsored Plan of Reorganization for the Debtors under Chapter 11 of the United States Bankruptcy Code (as described in the Plan Proposal and as it may be modified or amended in form and substance satisfactory to Essar, the "*Plan*"). The Plan Proposal provides that (i) the Debtors will obtain entry of an order of the Bankruptcy Court confirming the Plan on or around October 15, 2013; and (ii) if the Plan, in form and substance consistent with the terms of this Plan Proposal, has been approved by the Bankruptcy Court by October 15, 2013, the Effective Date of the Plan will occur no later than November 15, 2013.

C. Pursuant to its Order (I) Approving the (A) Solicitation and Notice Procedures for the Confirmation of the Debtors' Joint Chapter 11 Plan of Reorganization, (B) Voting and Tabulation Procedures, and (C) Confirmation Notice and Objection Procedures, (II) Scheduling a Hearing on Confirmation of the Debtors' Joint Plan of Reorganization, and (III) Approving the Adequacy of the Disclosure Statement (Doc No. 842) (the "*Disclosure Statement Order*"), the Bankruptcy Court has scheduled a hearing to consider confirmation of the Plan on November 8, 2013 (the "*Confirmation Hearing*").

D. Pursuant to that letter dated October 2, 2013, in light of additional costs and expenses which Trinity and the other Debtors expect to incur through the Confirmation Hearing and the effective date of the Plan, Trinity and the Debtors have requested, among other things, (i) that the DIP Lenders consent to increase the Revolving Commitment (as defined in the DIP Agreement) by an additional \$3,000,000, for a maximum Revolving Commitment(as defined in the DIP Agreement) of \$25,000,000 and (ii) in order to collateralize such increase in the Revolving Commitment, Essar increase the amount of its Cash Deposit by up to an additional \$3,000,000 (for an aggregate Cash Deposit of \$25,000,000) in two installments.

E. The Debtors have provided the DIP Lenders and Essar an updated budget, dated October 1, 2013, setting forth, among other things, the costs and expenses the Debtors expect to incur from October 6, 2013 through December 14, 2013, which budget has been approved by the DIP Lenders and Essar (the "*Updated Incremental Budget*").

F. Each of the Parties hereto has approved the Updated Incremental Budget and agreed to make certain modifications to the Deposit Escrow Agreement, the Plan Proposal attached as **Exhibit A** thereto, and the Form of DIP Lenders' Default Notice attached as **Exhibit C** attached thereto 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.** Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Deposit Escrow Agreement.

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

2.1 All references to the "Incremental Budget" contained in the Deposit Escrow Agreement shall be and be deemed to include the Updated Incremental Budget. The "Confirmation" and "Effective Date" paragraphs of the Timeline section of the Plan Proposal attached as **Exhibit A** to the Deposit Escrow Agreement are hereby amended, in their respective entireties, to read as follows:

"Confirmation                      The Debtors will obtain entry of an order of the Bankruptcy Court confirming the Plan on or around November 8, 2013.

Effective Date                      If the Plan, in form and substance consistent with the terms of this Plan Proposal, has been approved by the Bankruptcy Court by November 8, 2013, the Effective Date of the Plan will occur no later than December 9, 2013."

2.2 The first sentence of the Section of the Plan Proposal, attached as **Exhibit A** to the Deposit Escrow Agreement, entitled "Treatment of DIP Lenders and Senior Secured Bank Claims" is hereby amended, in its entirety, to read as follows:

"On the effective date of the Plan (the "**Effective Date**"), the Sponsor will repay the DIP Financing Facility up to an aggregate outstanding amount of \$25 million, in accordance with the terms of the Incremental Budget, by providing a cash infusion to Trinity."

2.3 Paragraph 2(d) of the Deposit Escrow Agreement is hereby amended, in its entirety, to read as follows:

"(d) On or before October 31, 2013, Essar shall deposit into the Escrow Account, in accordance with the wire instructions set forth on **Exhibit B** attached hereto, an additional amount (the "Second Supplemental Deposit") equal to \$2 million. If Essar funds the Second Supplemental Deposit on or before October 31, 2013, then (i) on or before November 7, 2013, the DIP Lenders shall extend the maturity date of the DIP Facility to no earlier than December 31, 2013 and increase the Aggregate Revolving Commitments (as defined in the DIP Agreement) by the lesser of \$3,000,000 and the amount, if any, needed to pay the Debtors' operating expenses through at least December 14, 2013 (subject to the limitations set forth in paragraph 2(h) herein and in accordance with the Incremental Budget), and (ii) Essar shall deposit into the Escrow Account, in accordance with the wire instructions set forth on **Exhibit B** attached hereto, (A) on or before November 7, 2013, an additional amount equal to \$1.5 million (the "Third Supplemental

Deposit”), and (B) on November 29, 2013, an additional amount of \$1.5 million less any business interruption insurance proceeds, as described in the Incremental Budget, received by November 27, 2013 (the “Fourth Supplemental Deposit”; and together with the Initial Deposit, the Supplemental Deposit, the Second Supplemental Deposit and the Third Supplemental Deposit, the “Cash Deposit”); provided, that the Debtors shall notify Essar, as soon as practicable but no later than 5 p.m. Eastern on November 27, 2013, of any business interruption insurance proceeds received.”

2.4 Paragraph 2(h) of the Deposit Escrow Agreement is hereby amended, in its entirety, to read as follows:

“(h) In accordance with the DIP Agreement, the DIP Lenders shall have no obligation to fund (i) in excess of the Original DIP Amount unless and until the Sponsor has funded the full Supplemental Deposit amount (ii) in excess of the Original DIP Amount plus \$5 million unless and until the Sponsor has funded the full Second Supplemental Deposit amount, (iii) in excess of the Original DIP Amount plus \$7 million unless and until the Sponsor has funded the full Third Supplemental Deposit amount, and (iv) in excess of the Original DIP Amount plus \$8.5 million unless and until the Sponsor has funded the full Fourth Supplemental Deposit. In accordance with the DIP Agreement, in no event shall the DIP Lenders be obligated to fund in excess of the aggregate of the Original DIP Amount, the funded Supplemental Deposit amount, the funded Second Supplemental Deposit amount, the funded Third Supplemental Deposit amount, and the funded Fourth Supplemental Deposit amount.”

2.5 Paragraph 3(c) of the Deposit Escrow Agreement is amended, in its entirety, to read as follows:

“(c) Upon the occurrence of the following, the DIP Agent may deliver to Essar and Trinity a notice in the form attached hereto as **Exhibit C** (the “DIP Lenders Default Notice”): (i) Essar fails to deposit the Supplemental Deposit by September 1, 2013; (ii) Essar fails to deposit the Second Supplemental Deposit into the Escrow Account by October 31, 2013, (iii) the Bankruptcy Court does not confirm the Plan for any reason that is not a result of any action or failure to act by Essar after the date hereof, and Essar has met all of its material obligations under this Escrow Agreement prior to the date of the confirmation hearing at which the Bankruptcy Court does not confirm the Plan; (iv) the Bankruptcy Court does not confirm the Plan as a result of any action or failure to act by Essar after the date hereof; (v) Essar seeks extensions of any disclosure statement hearing, confirmation hearing, or solicitation deadline that would cause the dates set forth in the Timeline contained in the Plan Proposal to not be met without the prior written consent of the DIP Lenders; (vi) if the Bankruptcy Court confirms the Plan, Essar fails to perform its obligations under the Plan within 30 days after entry of an order confirming such Plan without the written consent of the DIP Lenders unless the Plan is stayed by the Bankruptcy Court or other court of competent jurisdiction; (vii) prior to the date upon which the Bankruptcy Court confirms the Plan, (A) Essar withdraws or terminates the Plan Proposal or the Plan without the written consent of the DIP Lenders for any reason, or (B) modifies the Plan Proposal or the Plan without the written consent of the DIP Lenders in a way that would effect a material adverse change to the treatment of the DIP Lenders or the Pre-Petition Lenders (as defined in the Final DIP Order); (viii) if the Bankruptcy Case is converted to a case under chapter 7 of the Bankruptcy Code; (ix) Essar fails to deposit the Third Supplemental Deposit into the Escrow Account by November 7, 2013; or (x) Essar fails to deposit the Fourth Supplemental Deposit into the Escrow Account by November 29, 2013.”

2.6 Paragraph 3(d) of the Deposit Escrow Agreement is amended, in its entirety, to read as

follows:

“(d) After receipt of the DIP Lenders’ Default Notice and expiration of the notice period set forth in Section 3(b), the Debtors shall withdraw the Cash Deposit and apply it as follows: (i) if the DIP Lenders’ Default Notice was duly delivered pursuant to Section 3(c)(i), the Debtors shall withdraw \$5 million of the Initial Deposit in cash from the Escrow Account as directed in writing by the DIP Agent, which amount shall thereupon become property of the estate pursuant to section 541 of the Bankruptcy Code and shall be subject to the DIP Liens (as defined in the Final DIP Order), and shall return the remaining Cash Deposit and all other assets, if any, on deposit and held by Trinity in the Escrow Account (including any interest earned on the Cash Deposit) to Essar; (ii) if the DIP Lenders’ Default Notice was duly delivered pursuant to Sections 3(c)(ii), 3(c)(ix) or 3(c)(x) the Debtors shall withdraw \$7.5 million of the Initial Deposit and the full amount of the Supplemental Deposit, which amount shall thereupon become property of the estate pursuant to section 541 of the Bankruptcy Code and shall be subject to the DIP Liens (as defined in the Final DIP Order), and shall return all other assets, if any, on deposit and held by Trinity in the Escrow Account (including any interest earned on the Cash Deposit) to Essar; (iii) if the DIP Lenders’ Default Notice was duly delivered pursuant to Sections 3(c)(iii) or 3(c)(viii), the Debtors shall withdraw \$5 million of the Initial Deposit, and amounts of the Supplemental Deposit, the Second Supplemental Deposit, the Third Supplemental Deposit and the Fourth Supplemental Deposit equal to the Incremental DIP Loan (as defined below) in cash from the Escrow Account as directed in writing by the DIP Agent, which amount shall thereupon become property of the estate pursuant to section 541 of the Bankruptcy Code and shall be subject to the DIP Liens (as defined in the Final DIP Order), and shall return the remaining Cash Deposit and all other assets, if any, on deposit and held by Trinity in the Escrow Account (including any interest earned on the Cash Deposit) to Essar; or (iv) if the DIP Lenders’ Default Notice was duly delivered pursuant to Sections 3(c)(iv), 3(c)(v), 3(c)(vi), or 3(c)(vii), then the Debtors shall withdraw the entire amount of the Cash Deposit in cash from the Escrow Account as directed in writing by the DIP Agent, which amount shall thereupon become property of the estate pursuant to section 541 of the Bankruptcy Code and shall be subject to the DIP Liens (as defined in the Final DIP Order), and shall disburse all remaining assets (including any interest earned on the Initial Deposit), if any, on deposit and held by Trinity in the Escrow Account to Essar as directed in writing by Essar.”

2.7 Paragraph 4(a) of the Deposit Escrow Agreement is amended, in its entirety, to read as follows:

“The DIP Lenders and the Prepetition Agent hereby agree, that they shall (as applicable) (i) support confirmation and implementation of the Plan through and including the effective date of the Plan, on terms consistent with the Plan Proposal, (ii) take all actions reasonably necessary to achieve the milestones set forth in the Timeline, (iii) as soon as reasonably practicable, extend the expiration of all outstanding Letters of Credit to at least December 24, 2013; and (iv) provide all additional DIP financing consistent with the Incremental Budget, in the full amount of the Supplemental Deposit, the full amount of the Second Supplemental Deposit, the full amount of the Third Supplemental Deposit, and the full amount of the Fourth Supplemental Deposit, if any, subject to the limitations set forth in paragraph 2(h) herein.”

2.8 The Form of DIP Lenders’ Default Notice, attached as **Exhibit C** to the Deposit Escrow Agreement, is hereby amended to add the following language immediately after paragraph 8 therein:

“9. [ ]

The event described in Section 3(c)(ix) or Section 3(c)(x) of the Escrow Agreement has occurred, the DIP Agent has given at least three (3) business days' notice to Essar prior to delivery of this Notice, and the DIP Agent hereby directs you to disburse the amount of the Cash Deposit in the Escrow Account in accordance with Section 3(d)(ii) of the Escrow Agreement."

3. **Conditions Precedent.** This Amendment shall not be effective until (i) the DIP Lenders, Essar, and Trinity shall have received counterparts of this Amendment executed by Essar, the DIP Lenders, Trinity and the other Debtors, (ii) the Debtors obtain an order of the Bankruptcy Court, in form and substance acceptable to each of the Parties, approving the terms of this Amendment and (iii) the Debtors obtain an order of the Bankruptcy Court, in form and substance acceptable to the DIP Lenders, Trinity and the other Debtors, approving the Eighth Amendment to the DIP Credit Agreement.

4. **Miscellaneous.**

4.1 **Ratification of Deposit Escrow Agreement.** The terms "*Escrow Agreement*" and "*Agreement*" as used in the Deposit Escrow Agreement shall hereafter mean the Deposit Escrow Agreement as amended by this Amendment. Except as herein specifically agreed, the Deposit Escrow Agreement is 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 **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.

4.4 **ENTIRE AGREEMENT.** THE DEPOSIT ESCROW AGREEMENT (AS AMENDED BY THIS AMENDMENT) REPRESENTS 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.

4.5 **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

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Signature pages follow.*

IN WITNESS WHEREOF, each of the Parties hereto has caused this Amendment to be executed and delivered by its duly authorized officer(s) as of the date first written above.


**ESSAR GLOBAL FUND LIMITED**

By: 

Name: *Madhu Vuppuluri*

Title: *Authorized Signatory*

**CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK**  
As DIP Agent, Prepetition Agent, a DIP Lender and a Prepetition Lender

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

By:   
Title: Alan Sidrane  
Name: Managing Director



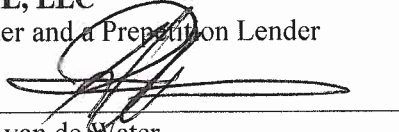
**ING CAPITAL, LLC**

As a DIP Lender and a Prepetition Lender

By: \_\_\_\_\_

Name: Remko van de Water

Title: 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.

**TRINITY COAL CORPORATION  
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.**

Each as a Debtor

By: 

Name: David Stetson

Title: Chief Restructuring Officer