

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO**

In re:)	Chapter 11
)	
Hopedale Mining LLC, <i>et al.</i> , ¹	)	Case No. 20-14023 (GRH)
)	
	)	(Jointly Administered)
)	
Debtors.	)	Honorable Guy R. Humphrey

**DEBTORS' APPLICATION TO RETAIN AND EMPLOY
FTI CONSULTING, INC. AS BANKRUPTCY CONSULTANT
FOR THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

The above-captioned debtors and debtors-in-possession (the “**Debtors**”), by and through their proposed counsel, hereby apply to this Court (this “**Application**”) pursuant to §§ 327, 328, 330, 503(b), 504 and 507(a)(1) of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of Ohio (the “**Local Rules**”), and *General Order 30-3* from the United States Bankruptcy Court for the Southern District of Ohio, dated December 4, 2019 (the “**General Order**”), for entry of and order authorizing and approving the retention and employment of FTI Consulting, Inc. (“**FTI**”) as bankruptcy consultant *nunc pro tunc* to the Petition Date (as defined below). In support of this Application, the Debtors submit as follows:

¹ The Debtors in these Chapter 11 cases are (with the last four digits of their federal tax identification numbers in parentheses): Rhino GP LLC (8619), Rhino Resource Partners LP (7517), Rhino Energy LLC (6320), Rhino Trucking LLC (8773), Rhino Exploration LLC (8863), Triad Roof Support Systems LLC (1183), Springdale Land LLC (9816), McClane Canyon Mining LLC (3783), Rhino Northern Holdings LLC (1858), CAM-Ohio Real Estate LLC (1859), CAM-Colorado LLC (4269), Taylorville Mining LLC (5106), CAM Coal Trading LLC (4143), Castle Valley Mining LLC (9495), Jewell Valley Mining LLC (0270), Rhino Services LLC (3356), Rhino Oilfield Services LLC (8938), Rhino Technologies LLC (0994), CAM Mining LLC (2498), Rhino Coalfield Services LLC (3924), Hopedale Mining LLC (9060), CAM-Kentucky Real Estate LLC (9089), CAM-BB LLC (9097), Leesville Land LLC (7794), CAM Aircraft LLC (5467), Pennyrile Energy LLC (6095), Rhino Eastern LLC (1457), Rockhouse Land LLC (7702).

JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over this Application pursuant to 28 U.S.C. § 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). This Court can exercise subject matter jurisdiction pursuant to 28 U.S.C. § 157(b)(1). Venue of this proceeding and this Application is proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory predicates for the relief sought herein are sections 327, 328, 330, 503(b), 504 and 507(a)(1) of the Bankruptcy Code and Bankruptcy Rule 2014.

BACKGROUND

3. The Debtors commenced these chapter 11 cases (the “**Chapter 11 Cases**”) by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code on July 22, 2020 (the “**Petition Date**”). Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors are operating their businesses and managing their affairs as debtors-in-possession.

4. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases and, as of the date of the filing of this Application, no official committees have been appointed or designated.

5. A full description of the Debtors’ business operations, corporate structures, capital structures, and reasons for commencing these cases is set forth in full in the *Declaration of Richard A. Boone in Support of First Day Motions of Debtors and Debtors-in-Possession* (Docket No. 3, the “**Boone Declaration**”), which is incorporated herein by reference.

RELIEF REQUESTED

6. By this Application, the Debtors seek entry of a final order, substantially in the form attached hereto as **Exhibit A**, pursuant to sections 327, 328, 330, 503(b), 504 and 507(a)(1) of the Bankruptcy Code approving the retention of FTI as bankruptcy consultant (“**Bankruptcy Consultant**”) for the Debtors during these chapter 11 cases *nunc pro tunc* to the Petition Date. The

Debtors request that FTI be retained to perform the services described in this Application on the terms set forth herein.

BASIS FOR RELIEF REQUESTED

7. The Debtors have selected FTI to act as Bankruptcy Consultant for the Debtors in these cases because FTI has considerable experience in insolvency and bankruptcy matters, including consulting for debtors in complex Chapter 11 Cases.

8. In preparing for these Chapter 11 Cases, FTI has worked with the Debtors and become familiar with the Debtors' business affairs, capital structure, and many of the potential financial and economic issues that may arise in connection with these Chapter 11 Cases. In selecting FTI as their Bankruptcy Consultant, the Debtors considered FTI's knowledge of the Debtors' operations and finances and their expertise and experience in reorganizations. FTI has served as a consultant, chief executive officer, chief financial officer and chief restructuring officer for multiple companies, both in bankruptcy and non-bankruptcy situations.

9. FTI's depth of experience in business reorganizations and financial management and their familiarity with the Debtors makes it uniquely qualified to deal effectively with the legal issues that may arise in the context of the Debtors' reorganization process. Therefore, the Debtors believe that FTI is well qualified to serve as the Debtors' Bankruptcy Consultant and that retention of FTI is in the best interests of the estates.

10. FTI's services are necessary to enable and assist the Debtors in performing their duties as debtors and debtors-in-possession relating to the day-to-day operations of the Debtors as well as all bankruptcy specific matters, including, but not limited to, preparing schedules and statements of financial affairs and assisting the Debtors and their professionals in the management of the Debtors' reorganization.

11. Subject to this Court's approval of this Application, the Debtors have requested that FTI serve as Bankruptcy Consultant for the Debtors in these chapter 11 cases and to perform the following services for the Debtors:

- a. Assist the Debtors and their professionals, as requested, to support and maintain a 13-week debtor-in-possession budget and forecast;
- b. Assist the Debtors and their professionals, as requested, to prepare the Debtors to meet the requirements of filing for bankruptcy court protection;
- c. Assist the Debtors and their professionals, as requested, to prepare the necessary financial and operating information necessary to:
 - o Finalize critical bankruptcy petitions and related documents;
 - o Compile and analyze information necessary for first day and second day orders;
 - o Assist with financing and related issues, including but not limited to, budgeting, cash management and forecasting; and
 - o Establish the necessary procedures and processes to allow for the timely satisfaction of court mandated reporting requirements.
- d. Assist the Debtors and their professionals, as requested, in meeting the requirements of operating under bankruptcy court protection to:
 - o Attend meetings and assist in discussions with potential lenders, investors, creditors, committee(s), other parties in interest and/or professionals hired by the same, as requested;
 - o Negotiate with lenders, creditors, suppliers, lessors and other interested parties as appropriate; and
 - o Prepare schedules and statements of financial affairs.

12. A full discussion of the retention of FTI is contained in the engagement contract among FTI and the Debtors, attached hereto and incorporated herein as **Exhibit B** (the "**Engagement Contract**").

13. Pursuant to the terms of the Engagement Contract, FTI will report to the Debtors' directors, officers, and employees.

14. Based upon and except as set forth in the Declaration of Alan Boyko, a copy of which is attached hereto and incorporated by reference as **Exhibit C** (the "**Boyko Declaration**"), the Debtors believe that FTI does not hold or represent any interest adverse to the Debtors, and

that FTI is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code as modified by section 1107(b) of the Bankruptcy Code.

15. Based upon and except as set forth in the Boyko Declaration, the Debtors believe that FTI has no connection with the Debtors, any of the Debtors’ subsidiaries or affiliates, any creditors of the Debtors, or any other party in interest in these Chapter 11 Cases, or their respective attorneys, accountants and advisors.

16. Based upon and except as set forth in the Boyko Declaration, the Debtors believe that FTI is not so connected with any bankruptcy judge of the Southern District of Ohio or the United States Trustee’s Office for the Southern District of Ohio or any assistant United States Trustee assigned to this case, as to render the appointment of FTI as Bankruptcy Consultant for the Debtors inappropriate under Bankruptcy Rule 5002(b).

17. Notwithstanding the foregoing, during the pendency of these Chapter 11 Cases, FTI will not and cannot represent an entity adverse to the Debtors and cannot represent the Debtors against another client in these Chapter 11 Cases unless that client waives such conflict.

18. Subject to court approval under sections 327, 328 and 330 of the Bankruptcy Code, it is contemplated that FTI will seek compensation on an hourly rate for FTI employees that perform work for the Debtors and will seek reimbursement of necessary and reasonable out-of-pocket expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the United States Trustee Guidelines for the Southern District of Ohio, the Local Rules, and all orders of this Court.

19. The Debtors shall compensate FTI at the hourly rates shown below for FTI employees that perform work on the Debtors. The Debtors shall also pay for FTI’s out of pocket expenses.

	Per Hour (USD)
Senior Managing Directors	\$920 – \$1,295
Managing Directors/ Senior Directors/ Directors	\$690 – \$905
Senior Consultants/Consultants	\$370 – \$660
Administrative/Paraprofessionals	\$150 – \$280

20. The hourly rates charged by FTI are consistent with the rates charged in other bankruptcy and non-bankruptcy matters of this type and are subject to periodic adjustments to reflect economic and other conditions. FTI's hourly rates are set at a level designed to fairly compensate FTI for its work and to cover fixed and routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned and may be adjusted by FTI from time to time. It is FTI's policy to charge its clients in all areas of practice for all other expenses incurred in connection with a client's case. The expenses charged to clients include, among other things, photocopying, witness fees, travel expenses, filing and recording fees, postage, express mail and messenger charges, computerized legal research charges and other computer services, and expenses for "working meals." FTI will charge the Debtors for these expenses in a manner and at a rate consistent with charges made generally to its other clients. FTI believes that it is equitable to charge these expenses to the particular client rather than increasing the hourly rates and spreading the expenses among other clients.

21. The Debtors submit that such rates are reasonable and should be approved by this Court subject to a determination of the amounts to be paid to FTI upon application for allowance. It is further contemplated that FTI may seek interim compensation and reimbursement of expenses during these chapter 11 cases as permitted by section 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable administrative orders that may be entered by this Court.

22. As set forth in the Boyko Declaration, FTI received a general retainer from the Debtors of \$75,000 which was received on or about February 4, 2020 (the “**FTI Retainer**”). FTI has been advised that the FTI Retainer was paid through funds generated from the Debtors’ ordinary business operations. As of the Petition Date, the balance of the FTI Retainer was \$75,000.

23. As of the Petition Date, FTI has no accrued or unpaid fees or expenses owing by the Debtors. If FTI subsequently determines there is an amount of outstanding fees and expenses incurred in contemplation of and in connection with the preparation of these Chapter 11 Cases, FTI will seek payment and reimbursement in connection with the initial fee statement and interim fee application to be filed with this Court.

24. Payment of FTI as proposed Bankruptcy Consultant to the Debtors in these Chapter 11 Cases will be subject to the approval of FTI’s fees and expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable administrative orders that may be entered by this Court.

25. A statement of the compensation paid for services rendered or to be rendered in contemplation of or in connection with these Chapter 11 Cases by FTI, and the source of such compensation, is included in the Boyko Declaration.

26. The Debtors believe that the retention of FTI is in the best interests of the Debtors and their estates and desires to employ FTI as Bankruptcy Consultant.

MOTION PRACTICE

27. This Application includes citations to the applicable rules and statutory authorities upon which the relief requested herein is predicated and a discussion of their applicability to this Application. Accordingly, the Debtors submit that this Application satisfies Local Rule 9013-1(a).

NOTICE

28. The Debtors are contemporaneously providing notice of this application to the entities on the Master Service List (as defined in the case management order in these chapter 11 cases (Docket No. 89)) and available on the Debtors' case website at <http://dm.epiq11.com/Hopedale>. The Debtors submit, in light of the nature of the relief requested, no other or further notice need be given.

NO PRIOR REQUEST

29. No prior application for the relief requested herein has been made by the Debtors to this or any other court.

WHEREFORE, the Debtors respectfully request that this Court enter the order attached hereto: (i) authorizing and approving the retention and employment of FTI as Bankruptcy Consultant for the Debtors *nunc pro tunc* to the Petition Date, with compensation and reimbursement of expenses to be paid as an administrative expense in such amounts as may be allowed by this Court pursuant to sections 328, 330, 503(b) and 507(a)(1) of the Bankruptcy Code, and (ii) granting the Debtors such other and further relief as may be just and proper.

Dated: July 29, 2020

RHINO GP LLC

/s/ Richard A. Boone

Richard A. Boone, President and Chief Executive Officer

EXHIBIT A

PROPOSED ORDER

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO**

In re:	) Chapter 11
)
Hopedale Mining LLC, <i>et al.</i> , ¹	) Case No. 20-12043 (GRH)
)
	) (Jointly Administered)
)
Debtors.	) Honorable Guy R. Humphrey

**ORDER AUTHORIZING THE RETENTION AND EMPLOYMENT
OF FTI CONSULTING, INC. AS BANKRUPTCY CONSULTANT
FOR THE DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE [RELATED DOC.
NO ---]**

¹ The Debtors in these Chapter 11 cases are (with the last four digits of their federal tax identification numbers in parentheses): Rhino GP LLC (8619), Rhino Resource Partners LP (7517), Rhino Energy LLC (6320), Rhino Trucking LLC (8773), Rhino Exploration LLC (8863), Triad Roof Support Systems LLC (1183), Springdale Land LLC (9816), McClane Canyon Mining LLC (3783), Rhino Northern Holdings LLC (1858), CAM-Ohio Real Estate LLC (1859), CAM-Colorado LLC (4269), Taylorville Mining LLC (5106), CAM Coal Trading LLC (4143), Castle Valley Mining LLC (9495), Jewell Valley Mining LLC (0270), Rhino Services LLC (3356), Rhino Oilfield Services LLC (8938), Rhino Technologies LLC (0994), CAM Mining LLC (2498), Rhino Coalfield Services LLC (3924), Hopedale Mining LLC (9060), CAM-Kentucky Real Estate LLC (9089), CAM-BB LLC (9097), Leesville Land LLC (7794), CAM Aircraft LLC (5467), Pennyrite Energy LLC (6095), Rhino Eastern LLC (1457), Rockhouse Land LLC (7702).

Upon consideration of the *Debtors' Application to Retain and Employ FTI Consulting, Inc. as Bankruptcy Consultant for the Debtors Nunc Pro Tunc To The Petition Date* (the "**Application**")², pursuant to the terms and subject to the conditions of that certain engagement contract, dated as of March 17, 2020 between the Rhino Resource Partners LP and FTI Consulting, Inc. ("**FTI**"), all as more fully described in the Application; and the Court being satisfied, based on the representations made in the Application and the Boyko Declaration, that the Debtors' employment of FTI is necessary and in the best interest of the estates and their creditors, that FTI does not hold or represent any entity having an interest adverse to the interests of the Debtors' estates or of any class of creditors or equity security holders and is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the Debtors' notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having determined that the legal and factual bases set forth in the Application and the Boyko Declaration establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT:**

1. The Application is **GRANTED** in its entirety.

² Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Application.

2. The Debtors are authorized to retain and employ FTI as bankruptcy consultant for the Debtors, pursuant to the terms and subject to the conditions set forth in the Engagement Contract, *nunc pro tunc* to the Petition Date.

3. Pursuant to section 328(a) of the Bankruptcy Code, the Debtors are authorized to pay FTI in accordance with the terms and conditions of, and at the times specified in, the Engagement Contract.

4. FTI shall file applications for allowance of compensation and reimbursement of expenses pursuant to and in accordance with the procedures set forth in sections 330 and 331 of the Bankruptcy Code, such Bankruptcy Rules or Local Rules as may then be applicable, and any other applicable orders and procedures of this Court.

5. Notwithstanding anything to the contrary in this Order, the Application or the Engagement Contract, the United States Trustee's Office for the Southern District of Ohio (the "**U.S. Trustee**") shall have the right to object to FTI's requests for compensation and reimbursement based on the reasonableness standard provided in section 330 of the Bankruptcy Code, and not section 328(a) of the Bankruptcy Code. This Order and the record relating to this Court's consideration of the Application shall not prejudice the rights of the U.S. Trustee to challenge the reasonableness of FTI's fees under section 330 of the Bankruptcy Code. Accordingly, nothing in this Order or the record relating to this Court's consideration of the Application shall constitute a finding of fact or conclusion of law binding on the U.S. Trustee with respect to the reasonableness of FTI's fees. Further, nothing in the Engagement Contract shall affect or modify the standard of review applicable to an objection by the U.S. Trustee under this paragraph.

6. To the extent there is any conflict between this Order and the Application, the Engagement Contract, or the Boyko Declaration, the terms of this Order shall control.

7. The Debtors and FTI are authorized and empowered to take all actions necessary to effectuate the relief granted by this Order in accordance with the Application.

8. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. FTI shall coordinate with the Debtors' other retained professionals in these Chapter 11 Cases to avoid duplication of services.

10. The Debtors shall comply with the provisions of the interim and final post-Petition Date financing orders with respect to any expenditures permitted under the relief granted herein.

11. Notwithstanding anything to the contrary in the Application, the Engagement Contract or the Boyko Declaration, this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order and FTI's retention in these Chapter 11 Cases.

SO ORDERED.

Copies to: Default List.

EXHIBIT B

Engagement Agreement

Alan Boyko
Senior Managing Director
FTI Consulting, Inc.
999 17th Street, Suite 700
Denver, CO 80202
Office 303.689.8892
alan.boyko@fticonsulting.com

PRIVATE & CONFIDENTIAL

March 17, 2020

Richard A. Boone
Rhino Resource Partners LP
424 Lewis Hargett Circle, Ste 250
Lexington, KY 40503

Re: Rhino Resource Partners LP

Dear Mr. Boone:

1. Introduction

This letter confirms that we, FTI Consulting, Inc. ("FTI"), have been retained by you, Rhino Resource Partners LP (the "Company"), to provide certain financial advisory and consulting services (the "Services") set out below. This letter of engagement (the "Engagement") and the related Standard Terms and Conditions constitute the engagement contract (the "Engagement Contract") pursuant to which the Services will be provided.

2. Scope of Services

The Services, to be performed at your direction, are expected to include the following:

- Assess cash flow forecasting and weekly reporting capabilities, and implement improvements to current processes;
- Assist the Company to analyze and determine potential of liquidity needs and related timing;
- Assist company personnel in vendor management strategies and related communications;
- Act as conduit to lenders and other external parties as requested by management;

Prepare the Company to Meet the Requirements of Filing for Bankruptcy Court Protection

- The Company has determined a contingency plan is appropriate to prepare for the potential that it will seek protection under the United States Bankruptcy Code. As part of this contingency preparation FTI has been asked to:
- Develop a detailed approach to preparing the Company (including subsidiaries and/or affiliates that may be included in the potential filing) for such proceedings in the most cost effective and efficient manner possible; and
- Assist the Company in implementing such plan if and when appropriate.
- Prepare the necessary financial and operating information for the:
- Preparation of bankruptcy petitions and related documents;
- Preparation of the statements of financial affairs, schedules, monthly operating reports, and other regular reports required in such proceedings;

Rhino Resource Partners LP
March 17, 2020

- Compilation and analysis of the information necessary for First Day and Second Day Orders; and
- Establish the necessary procedures and processes to allow for the timely satisfaction of court mandated reporting requirements.
- Coordinate with the party(ies) responsible for developing the comprehensive strategic communications plans for all key stakeholders.

Prepare the Company to Meet the Requirements of Operating Under Bankruptcy Court Protection

- Develop framework necessary to administer a comprehensive Chapter 11 claims process.
- Assist the Company to prepare for the most efficient and effective resolution of any potential court-based restructuring, whether implemented through a chapter 11 plan or a section 363 sale.
- Attend meetings and assist in discussions (either before or after filing) with potential lenders, investors, creditors, committee(s), other parties in interest and/or professionals hired by the same, as requested.
- Assist the Company in negotiations with creditors, suppliers, lessors and other interested parties as appropriate.
- Assist with the preparation and confirmation of a value optimizing chapter 11 plan, and/or a sale of certain or substantially all the Company's assets pursuant to section 363 of the Bankruptcy Code.
- Assist the Company, as appropriate, to prepare for the implementation of Fresh Start Accounting. Other services as may be reasonably requested by the Company, and as may be customary in this type of engagement

In the event that the Company negotiates an out of court restructuring solution, our scope of services will revert back to those duties included in the January 29th, 2020 Engagement Letter at the time of that execution.

The Services may be performed by FTI or by any subsidiary of FTI, as FTI shall determine. FTI may also provide Services through its or its subsidiaries' agents or independent contractors. References herein to FTI and its employees shall be deemed to apply also, unless the context shall otherwise indicate, to employees of each such subsidiary and to any such agents or independent contractors and their employees.

The Services, as outlined above, are subject to change as mutually agreed between us.

FTI is engaged by the Company to provide financial advisory and consulting services only. Accordingly, while we may from time to time suggest options which may be available to you and further give our professional evaluation of these options, the ultimate decision as to which, if any, of these options to implement rests with the Company, its management and board of directors. FTI and its employees will not make any management decisions for the Company and will not be responsible for communicating information concerning the Company to the public, the Company's shareholders or others.

As part of the Services, FTI may be requested to assist the Company (and its legal or other advisors) in negotiating with the Company's creditors and equity holders and with other

Rhino Resource Partners LP
March 17, 2020

interested parties. In the event that we participate in such negotiations, the representations made and the positions advanced will be those of the Company and its management, not FTI or its employees.

If cases under the Bankruptcy Code are commenced and our retention is approved, our role will include serving as principal bankruptcy financial advisors to the debtors and debtors in possession in those cases under a general retainer, subject to court approval. Our role also will encompass all out-of-court planning and negotiations attendant to these tasks.

The services we will provide in connection with the Engagement will encompass all services normally and reasonably associated with this type of engagement that we are requested and are able to provide and that are consistent with our ethical obligations. With respect to all matters of our Engagement, we will coordinate closely with the Company as to the nature of the services that we will render and the scope of our engagement.

As usual, our Engagement is to represent the Company and not its individual directors, officers, employees or shareholders. However, we anticipate that in the course of that Engagement, we may provide information or advice to directors, officers or employees in their corporate capacities.

3. Fees and Cash on Account

Fees in connection with this Engagement will be based upon the time incurred providing the Services, multiplied by our standard hourly rates, summarized as follows:

United States

	<u>Per Hour (USD)</u>
Senior Managing Directors	\$920 – 1,295
Directors / Senior Directors / Managing Directors	690 – 905
Consultants/Senior Consultants	370 – 660
Administrative / Paraprofessionals	150 – 280

Hourly rates are generally revised periodically. To the extent this engagement requires services of our International divisions or personnel, the time will be multiplied by our standard hourly rates applicable on International engagements. Note that we do not provide any assurance regarding the outcome of our work and our fees will not be contingent on the results of such work.

In addition to the fees outlined above, FTI will bill for reasonable allocated and direct expenses which are likely to be incurred on your behalf during this Engagement. Allocated expenses include the cost of items which are not billed directly to the engagement, including administrative support and other overhead expenses that are not billed through as direct reimbursable expenses, and are calculated at 3.0% of FTI's standard professional rates. Direct expenses include reasonable and customary out-of-pocket expenses which are billed directly to the engagement such as certain telephone, overnight mail, messenger, travel, meals, accommodations and other expenses specifically related to the engagement. Further, if FTI and/or any of its employees are required to testify or provide evidence at or in connection with any judicial or administrative proceeding relating to this matter, FTI will be compensated by you at its regular hourly rates and reimbursed for reasonable allocated and direct expenses (including counsel fees) with respect thereto.

Rhino Resource Partners LP
March 17, 2020

Cash on Account

Initially, the Company will forward to us the amount of \$75,000, which funds will be held "on account" to be applied to our professional fees, charges and disbursements for the Engagement (the "Initial Cash on Account"). To the extent that this amount exceeds our fees, charges and disbursements upon the completion of the Engagement, we will refund any unused portion. The Company agrees to increase or supplement the Initial Cash on Account from time to time during the course of the Engagement in such amounts as the Company and we mutually shall agree are reasonably necessary to increase the Initial Cash on Account to a level that will be sufficient to fund Engagement fees, charges, and disbursements to be incurred.

We will send the Company periodic invoices (not less frequently than monthly) for services rendered and charges and disbursements incurred on the basis discussed above, and in certain circumstances, an invoice may be for estimated fees, charges and disbursements through a date certain. Each invoice constitutes a request for an interim payment against the fee to be determined at the conclusion of our Services. Upon transmittal of the invoice, we may immediately draw upon the Initial Cash on Account (as replenished from time to time) in the amount of the invoice. The Company agrees upon submission of each such invoice to promptly wire the invoice amount to us as replenishment of the Initial Cash on Account (together with any supplemental amount to which we and the Company mutually agree), without prejudice to the Company's right to advise us of any differences it may have with respect to such invoice. We have the right to apply to any outstanding invoice (including amounts billed prior to the date hereof), up to the remaining balance, if any, of the Initial Cash on Account (as may be supplemented from time to time) at any time subject to (and without prejudice to) the Company's opportunity to review our statements.

The Company agrees to promptly notify FTI if the Company or any of its subsidiaries or affiliates extends (or solicits the possible interest in receiving) an offer of employment to a principal or employee of FTI involved in this Engagement and agrees that FTI has earned and is entitled to a cash fee, upon hiring, equal to 150% of the aggregate first year's annualized compensation, including any guaranteed or target bonus and equity award, to be paid to FTI's former principal or employee that the Company or any of its subsidiaries or affiliates hires at any time up to one year subsequent to the date of the final invoice rendered by FTI with respect to this Engagement.

In a case under the Bankruptcy Code, fees and expenses may not be paid without the express prior approval of the bankruptcy court. In most cases of this size and complexity, on request of a party in interest, the bankruptcy court permits the payment of interim fees during the case. The Company agrees that, if asked to do so by us, the Company will request the bankruptcy court to establish a procedure for the payment of interim fees during the case that would permit payment of interim fees. If the bankruptcy court approves such a procedure, we will submit invoices on account against our final fee. These interim invoices will be based on such percentage as the bankruptcy court allows of our internal time charges and costs and expenses for the work performed during the relevant period and will constitute a request for an interim payment against the reasonable fee to be determined at the conclusion of our representation.

In preparation for the filing of any cases under the Bankruptcy Code, we also may require an additional on account payment to supplement the Initial Cash on Account to cover fees, charges and disbursements to be incurred during the initial phase of the chapter 11 cases (the "Additional Cash on Account"). We will hold the Additional Cash on Account, as we have

Rhino Resource Partners LP
March 17, 2020

the Initial Cash on Account. Of course, the reasonableness of the Additional Cash on Account remains subject to review by the court in any ensuing case.

If any of the Company's entities become a debtor in one or more cases under the Bankruptcy Code, some fees, charges, and disbursements (whether or not billed) incurred before the filing of bankruptcy petitions (voluntary or involuntary) might remain unpaid as of the date of the filing. The unused portion, if any, of the Initial Cash on Account and the Additional Cash on Account will be applied to any such unpaid pre-petition fees, charges and disbursements. Any requisite court permission will be obtained in advance. We will then hold any portion of the Initial Cash on Account and the Additional Cash on Account not otherwise properly applied for the payment of any such unpaid pre-filing fees, charges and disbursements (whether or not billed) as on account cash to be applied to our final invoice in any case under the Bankruptcy Code.

Post-petition fees, charges and disbursements will be due and payable immediately upon entry of an order containing such court approval or at such time thereafter as instructed by the court. The Company understands that while the arrangement in this paragraph may be altered in whole or in part by the bankruptcy court, the Company shall nevertheless remain liable for payment of court approved post-petition fees and expenses. Such items are afforded administrative priority under 11 U.S.C. § 503(b)(1). The Bankruptcy Code provides in pertinent part, at 11 U.S.C. § 1129(a)(9)(A), that a plan cannot be confirmed unless these priority claims are paid in full in cash on the effective date of any plan (unless the holders of such claims agree to different treatment). It is agreed and understood that the unused portion, if any, of the Initial Cash on Account (as may be supplemented from time to time) and the Additional Cash on Account shall be held by us and applied against the final fee application filed and approved by the court.

4. Terms and Conditions

The attached Standard Terms and Conditions set forth the duties of each party with respect to the Services. Further, this letter and the Standard Terms and Conditions attached comprise the entire Engagement Contract for the provision of the Services to the exclusion of any other express or implied terms, whether expressed orally or in writing, including any conditions, warranties and representations, and shall supersede all previous proposals, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services.

5. Conflicts of Interest

Based on the list of interested parties (the "Potentially Interested Parties"), provided by you, we have undertaken a limited review of our records to determine FTI's professional relationships with the Company and the administrative agent. As you may be aware, FTI is regularly retained by the administrative agent and/or other members of your lending group (or law firms retained by the administrative agent or lending group members). However, such representations are in matters unrelated to this engagement.

From the results of such review, we were not made aware of any conflicts of interest or additional relationships that we believe would preclude us from performing the Services. However, as you know, we are a large consulting firm with numerous offices throughout the United States. We are regularly engaged by new clients, which may include one or more of the Potentially Interested Parties. The FTI professionals providing services hereunder will not

Rhino Resource Partners LP
March 17, 2020

accept an engagement that directly conflicts with this Engagement without your prior written consent.

6. Acknowledgement and Acceptance


Please acknowledge your acceptance of the terms of this Engagement Contract by signing both the confirmation below and the attached Standard Terms and Conditions and returning a copy of each to us at the above address.

If you have any questions regarding this letter or the attached Standard Terms and Conditions, please do not hesitate to contact Alan Boyko at 574-309-1795.

Yours faithfully,

FTI CONSULTING, INC.

By:


Alan Boyko
Senior Managing Director

Attachment – As stated

Rhino Resource Partners LP
March 17, 2020

Confirmation of Terms of Engagement

We agree to engage FTI Consulting, Inc. upon the terms set forth herein and in the attached Standard Terms and Conditions.

Rhino Resource Partners LP

By: Richard A. Boone
Richard A. Boone
Chief Executive Officer

Date: 3/23/2020

FTI CONSULTING, INC.

STANDARD TERMS AND CONDITIONS

The following are the Standard Terms and Conditions on which we will provide the Services to you set forth within the attached letter of engagement with Rhino Resource Partners LP dated March 17, 2020. The Engagement letter and the Standard Terms and Conditions (collectively the "Engagement Contract") form the entire agreement between us relating to the Services and replace and supersede any previous proposals, letters of engagement, undertakings, agreements, understandings, correspondence and other communications, whether written or oral, regarding the Services. The headings and titles in the Engagement Contract are included to make it easier to read but do not form part of the Engagement Contract.

1. Reports and Advice

- 1.1 **Use and purpose of advice and reports** – Any advice given or report issued by us is provided solely for your use and benefit and only in connection with the purpose in respect of which the Services are provided. Unless required by law, you shall not provide any advice given or report issued by us to any third party, or refer to us or the Services, without our prior written consent, which shall be conditioned on the execution of a third party release letter in the form provided by FTI and attached hereto as Schedule A. In no event, regardless of whether consent has been provided, shall we assume any responsibility to any third party to which any advice or report is disclosed or otherwise made available.

2. Information and Assistance

- 2.1 **Provision of information and assistance** – Our performance of the Services is dependent upon your providing us with such information and assistance as we may reasonably require from time to time.
- 2.2 **Punctual and accurate information** – You shall use reasonable skill, care and attention to ensure that all information we may reasonably require is provided on a timely basis and is accurate and complete and relevant for the purpose for which it is required. You shall also notify us if you subsequently learn that the information provided is incorrect or inaccurate or otherwise should not be relied upon.
- 2.3 **No assurance on financial data** – While our work may include an analysis of financial and accounting data, the Services will not include an audit, compilation or review of any kind of any financial statements or components thereof. Company management will be responsible for any and all financial information they provide to us during the course of this Engagement, and we will not examine or compile or verify any such financial information. Moreover, the circumstances of the Engagement may cause our advice to be limited in certain respects based upon, among other matters, the extent of sufficient and available data and the opportunity for supporting investigations in the time period. Accordingly, as part of this Engagement, we will not express any opinion or other form of assurance on financial statements of the Company.
- 2.4 **Prospective financial information** - In the event the Services involve prospective financial information, our work will not constitute an examination or compilation, or apply agreed-upon procedures, in accordance with standards established by the American Institute of Certified Public Accountants or otherwise, and we will express no assurance of any kind on such information. There will usually be differences between estimated and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material. We will take no responsibility for the achievability of results or events projected or anticipated by the management of the Company.

3. Additional Services

- 3.1 **Responsibility for other parties** – You shall be solely responsible for the work and fees of any other party engaged by you to provide services in connection with the Engagement regardless of whether such party was introduced to you by us. Except as provided in this Engagement Contract, we shall not be responsible for providing or reviewing the advice or services of any such third party, including advice as to legal, regulatory, accounting or taxation matters. Further, we acknowledge that we are not authorized under our Engagement Contract to engage any third party to provide services or advice to you, other than our agents or independent contractors engaged to provide Services, without your written authorization.

4. Confidentiality

- 4.1 **Restrictions on confidential information** – Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this or any other contract between us. Except as provided below, neither party will disclose the other party's confidential information to any third party without the other party's consent. Confidential information shall not include information that:
- 4.1.1 is or becomes generally available to the public other than as a result of a breach of an obligation under this Clause 4.1;
 - 4.1.2 is acquired from a third party who, to the recipient party's knowledge, owes no obligation of confidence in respect of the information; or
 - 4.1.3 is or has been independently developed by the recipient.
- 4.2 **Disclosing confidential information** – Notwithstanding Clause 1.1 or 4.1 above, either party will be entitled to disclose confidential information of the other to a third party to the extent that this is required by valid legal process, provided that (and without breaching any legal or regulatory requirement) where reasonably practicable not less than 2 business days' notice in writing is first given to the other party.
- 4.3 **Citation of engagement** – Without prejudice to Clause 4.1 and Clause 4.2 above, to the extent our engagement is or becomes known to the public, we may cite the performance of the Services to our clients and prospective clients as an indication of our experience, unless we and you specifically agree otherwise in writing.
- 4.4 **Internal quality reviews** – Notwithstanding the above, we may disclose any information referred to in this Clause 4 to any other FTI entity or use it for internal quality reviews.
- 4.5 **Maintenance of workpapers** – Notwithstanding the above, we may keep one archival set of our working papers from the Engagement, including working papers containing or reflecting confidential information, in accordance with our internal policies.
- 4.6 If this Engagement involves the processing of personal data as governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the terms of the Data Protection Schedule attached hereto as Schedule B shall apply to this Engagement and it shall form an integral part of this Engagement Contract. In the event of a conflict between the terms of this Engagement Contract and the terms of Schedule B, the terms of Schedule B shall prevail in relation to the processing of such personal data. If such personal data is processed in connection with this Engagement, the Company shall notify FTI in writing before any personal data is disclosed to FTI.

5. Termination

- 5.1 **Termination of Engagement with notice** – Either party may terminate the Engagement Contract for whatever reason upon written notice to the other party. Upon receipt of such notice, we will stop all work immediately. You will be responsible for all fees and expenses incurred by us through the date termination notice is received.
- 5.2 **Continuation of terms** – The terms of the Engagement that by their context are intended to be performed after termination or expiration of this Engagement Contract, including but not limited to, Clauses 3 and 4 of the Engagement letter, and Clauses 1.1, 4, 6 and 7 of the Standard Terms and Conditions, are intended to survive such termination or expiration and shall continue to bind all parties.

6. Indemnification, Liability Limitation, and Other Matters

- 6.1 **Indemnification** - The Company agrees to indemnify and hold harmless FTI and any of its subsidiaries and affiliates, officers, directors, principals, shareholders, agents, independent contractors and employees (collectively “Indemnified Persons”) from and against any and all claims, liabilities, damages, obligations, costs and expenses (including reasonable attorneys’ fees and expenses and costs of investigation) arising out of or relating to your retention of FTI, the execution and delivery of this Engagement Contract, the provision of Services or other matters relating to or arising from this Engagement Contract, except to the extent that any such claim, liability, obligation, damage, cost or expense shall have been determined by final non-appealable order of a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of the Indemnified Person or Persons in respect of whom such liability is asserted (an “Adverse Determination”). The Company shall pay damages and expenses, including reasonable legal fees and disbursements of counsel as incurred in advance. FTI agrees that it will reimburse any amounts paid in advance to the extent they relate directly to an Adverse Determination.
- 6.2 **Limitation of liability** - You agree that no Indemnified Person shall be liable to you, or your successors, affiliates or assigns for damages in excess of the total amount of the fees paid to FTI under this Engagement Contract. Without limiting the generality of the foregoing, in no event shall any Indemnified Person be liable for consequential, indirect or punitive damages, damages for lost profits or opportunities or other like damages or claims of any kind.
- 7. Governing Law, Jurisdiction and WAIVER OF JURY TRIAL**
- 7.1 **Governing Law**The Engagement Contract shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to the choice of law provisions thereof.
- 7.2 **Jurisdiction.** - The United States District Court for the Southern District of New York and the appropriate Courts of the State of New York sitting in the Borough of Manhattan, City of New York shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Engagement Contract and any matter arising from it. The parties submit to the jurisdiction of such Courts and irrevocably waive any right they may have to object to any action being brought in these Courts, to claim that the action has been brought in an inconvenient forum or to claim that those Courts do not have jurisdiction.
- 7.3 **WAIVER OF JURY TRIAL** – TO FACILITATE JUDICIAL RESOLUTION AND SAVE TIME AND EXPENSE, THE COMPANY AND FTI IRREVOCABLY AND UNCONDITIONALLY AGREE TO WAIVE A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE SERVICES OR THIS ENGAGEMENT CONTRACT.

Rhino Resource Partners LP
March 17, 2020

Confirmation of Terms of Engagement

We agree to engage FTI Consulting, Inc. upon the terms set forth herein and in the attached Standard Terms and Conditions.

Rhino Resource Partners LP

By: Richard A. Boone
Richard A. Boone
Chief Executive Officer

Date: 3/23/2020

Exhibit C

Boyko Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF OHIO**

In re:	)	Chapter 11
)	
Hopedale Mining LLC, <i>et al.</i> , ¹	)	Case No. 20-14023 (GRH)
)	
	)	(Jointly Administered)
)	
Debtors.	)	Honorable Guy R. Humphrey

**ALAN BOYKO'S DECLARATION IN SUPPORT OF DEBTORS' APPLICATION
TO RETAIN AND EMPLOY FTI CONSULTING, INC. AS BANKRUPTCY
CONSULTANT FOR THE DEBTORS *NUNC PRO TUNC* TO THE
PETITION DATE**

I, Alan Boyko, hereby declare as follows:

1. I am a Senior Managing Director of FTI Consulting, Inc. ("**FTI**"), a corporation designed to assist business clients resolve, manage, and navigate financial problems. I maintain an office at 999 17th Street, Suite 700, Denver, CO 80202. I submit this Declaration in support of the Application to Retain and Employ FTI Consulting, Inc. as Bankruptcy Consultant for the Debtors *Nunc Pro Tunc* to the Petition Date (the "**Application**") in the above-captioned chapter 11 cases, pursuant to sections 327(a) and 330 of title 11 of the United States Code (the "**Bankruptcy Code**") and in compliance with section 504 of the Bankruptcy Code, Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**"), Rules 2014-1 and 2016-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Southern District of Ohio (the "**Local Rules**"), and *General Order 30-3* from the United States Bankruptcy Court for the

¹ The Debtors in these Chapter 11 cases are (with the last four digits of their federal tax identification numbers in parentheses): Rhino GP LLC (8619), Rhino Resource Partners LP (7517), Rhino Energy LLC (6320), Rhino Trucking LLC (8773), Rhino Exploration LLC (8863), Triad Roof Support Systems LLC (1183), Springdale Land LLC (9816), McClane Canyon Mining LLC (3783), Rhino Northern Holdings LLC (1858), CAM-Ohio Real Estate LLC (1859), CAM-Colorado LLC (4269), Taylorville Mining LLC (5106), CAM Coal Trading LLC (4143), Castle Valley Mining LLC (9495), Jewell Valley Mining LLC (0270), Rhino Services LLC (3356), Rhino Oilfield Services LLC (8938), Rhino Technologies LLC (0994), CAM Mining LLC (2498), Rhino Coalfield Services LLC (3924), Hopedale Mining LLC (9060), CAM-Kentucky Real Estate LLC (9089), CAM-BB LLC (9097), Leesville Land LLC (7794), CAM Aircraft LLC (5467), Pennyrile Energy LLC (6095), Rhino Eastern LLC (1457), Rockhouse Land LLC (7702).

Southern District of Ohio, dated December 4, 2019 (the “**General Order**”). Except as otherwise indicated, I have personal knowledge of the matters set forth herein, and, if called as a witness, would testify competently thereto.

Qualifications

2. FTI is well qualified to represent the Debtors. In preparing for these chapter 11 cases, FTI has become familiar with the Debtors’ business affairs and many of the potential financial and economic issues that may arise in connection with these chapter 11 cases. FTI has also acquired knowledge of the Debtors’ businesses, financial affairs and capital structure. FTI has an intimate knowledge of the Debtors’ operations and finances and FTI has expertise and experience in reorganizations and bankruptcy, particularly as it applies to financial considerations for business debtors. FTI has served as a consultant, chief executive officer, chief financial officer and chief restructuring officer for multiple companies, both in bankruptcy and non-bankruptcy situations.

3. FTI has a depth of experience in business reorganizations and financial management and is familiar with the Debtors, such that it is uniquely qualified to deal effectively with the legal issues that may arise in the context of the Debtors’ reorganization.

Services to be Rendered

4. Subject to this Court’s approval of the Application, FTI is willing to serve as the Bankruptcy Consultant for the Debtors in these chapter 11 cases and to perform the following services for the Debtors:

- a. Assist the Debtors and their professionals, as requested, to support and maintain a 13-week debtor-in-possession budget and forecast;
- b. Assist the Debtors and their professionals, as requested, to prepare the Debtors to meet the requirements of filing for bankruptcy court protection;

- c. Assist the Debtors and their professionals, as requested, to prepare the necessary financial and operating information necessary to:
 - Finalize critical bankruptcy petitions and related documents;
 - Compile and analyze information necessary for First Day and Second Day Orders;
 - Assist with financing and related issues, including but not limited to, budgeting, cash management and forecasting; and
 - Establish the necessary procedures and processes to allow for the timely satisfaction of court mandated reporting requirements.
- d. Assist the Debtors and their professionals, as requested, in meeting the requirements of operating under bankruptcy court protection to:
 - Attend meetings and assist in discussions with potential lenders, investors, creditors, committee(s), other parties in interest and/or professionals hired by the same, as requested;
 - Negotiate with lenders, creditors, suppliers, lessors and other interested parties as appropriate; and
 - Prepare schedules and statements of financial affairs.

Disinterestedness

5. To the best of my knowledge, information and belief, and other than as set forth herein, FTI does not hold or represent an interest adverse to the Debtors or their estates, and FTI is a “disinterested person” within the meaning of section 101(14) of the Bankruptcy Code, with respect to the matters for which it is to be retained. To the best of my knowledge, information and belief, based on and as set forth herein, FTI does not have any connection with the Debtors or any of the Debtors’ subsidiaries or affiliates (other than its pre-petition involvement in providing finance support to the Debtors and as otherwise set forth herein), any creditors of the Debtors, the Debtors’ estates, any United States Bankruptcy Judge for the Southern District of Ohio, the United States Trustee or any person employed in the office of the United States Trustee for Region 9, or any other party in interest in these chapter 11 cases, or their respective attorneys, accountants and advisors.

6. I have conducted and continue to conduct extensive research into FTI's relations with the Debtors, their alleged unsecured and secured creditors, equity security holders, attorneys, accountants and advisors of the foregoing, and other actual and/or potential parties in interest in these chapter 11 cases. As part of this inquiry, I obtained the names of individuals or entities that are or may be parties in interest in these chapter 11 cases from the Debtors (the "**Potential Parties in Interest**").

7. I entered the Potential Parties in Interest into FTI's computer database containing the names of all clients and conflict information concerning such clients of FTI. The search was as complete as possible under the circumstances, but I recognize that additional parties in interest may be identified during the course of these chapter 11 cases. As parties become known or make appearances in these chapter 11 cases, I will supplement FTI's disclosures as necessary and appropriate.

8. In July 2019, FTI was appointed Chief Restructuring Officer and Interim Chief Executive Officer to Blackjewel, L.L.C. This role is continuing (the "**FTI Blackjewel Engagement**"). Blackjewel is a competitor of the Debtors.

9. In order to maintain the confidentiality of the client information in connection with FTI's engagement on behalf of the Debtors (the "**FTI Debtor Engagement**"), FTI will protect the client information through the use of its Ethical Wall procedures. In conjunction with the foregoing, FTI has established and will maintain the following internal procedures: (i) each FTI professional on the FTI Debtor Engagement ("**FTI Debtor Professionals**") and the FTI Blackjewel Engagement ("**FTI Blackjewel Professionals**") shall acknowledge in writing that he or she may receive certain nonpublic information and that he or she is aware of the information wall in effect and will follow the information wall procedures therein; (ii) FTI Debtor Professionals

will not directly or indirectly share any nonpublic information generated by, received from, or relating to, Debtor activities with FTI Blackjewel Professionals, and FTI Blackjewel Professionals will not directly or indirectly share any nonpublic information generated by, received from, or relating to, the FTI Blackjewel Engagement, with FTI Debtor Professionals, except that a good-faith communication of publicly available information shall not be presumed to be a breach of the obligations of FTI or any FTI Debtor Professionals or FTI Blackjewel Professionals under such information wall procedures; (iii) FTI is setting up electronic internal security walls to ensure that only FTI employees involved directly with or working on the FTI Debtor Engagement may have access to the information, databases, e-mails, schedules or any other information relating to that engagement; (iv) FTI shall periodically monitor, consistent with its ordinary course compliance practice, communications through electronic means among FTI Debtor Professionals and FTI Blackjewel Professionals to ensure that such exchanges are performed in a manner consistent with the information wall procedures; (v) FTI shall immediately disclose to Debtor counsel and the U.S. Trustee any material breaches of the procedures described herein.

10. To the best of my knowledge as of the date of this Declaration, other than the conflict described above, FTI does not represent any of the other Potential Parties in Interest in any matters adverse or related to the interests of the Debtors or their estates in these chapter 11 cases.

11. Without obtaining waivers or consents where necessary or appropriate, FTI will not represent the Debtors in an adversary proceeding or contested matter against any current client. In addition, FTI will represent no client on any matter involving the Debtors or these chapter 11 cases while retained as the Debtor's Bankruptcy Consultant in these chapter 11 cases.

12. Notwithstanding the foregoing, during the pendency of these chapter 11 cases, FTI cannot represent an entity adverse to the Debtors and cannot represent the Debtors against another client in these chapter 11 cases unless that client waives such conflict.

13. To the best of my knowledge, FTI has not been, within two years before the Petition Date, a director, officer or employee of the Debtors, and/or a creditor, an equity security holder, or an insider of the Debtors.

14. To the best of my knowledge, FTI has no interest materially adverse to the interests of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in the Debtors, or for any other reason.

15. To the best of my knowledge, information and belief, FTI does not have connections with the bankruptcy judges in the Southern District of Ohio. In addition, and to the best of my knowledge, information and belief, FTI does not have connections with the office of the United States Trustee for Region 9. Finally, and to the best of my knowledge, information and belief, FTI does not have disqualifying connection with the Debtors or the estates, the Debtors' creditors, or any other party in interest, their respective attorneys and accountants, the United States Trustee or any person employed in the office of the United States Trustee.

16. A substantial effort has been and will continue to be made to identify all of our connections with the Potential Parties in Interest. FTI will maintain an ongoing inquiry regarding the Potential Parties in Interest and, if appropriate, will file promptly with this Court any appropriate supplemental disclosure that becomes necessary.

17. In view of the foregoing, FTI is a "disinterested person" within the meaning of 11 U.S.C. § 101(14).

Compensation

18. FTI received a retainer from the Debtors in the amount of 75,000, which was received on or about February 4, 2020 (“**FTI Retainer**”). I understand that the funds for the FTI Retainer were obtained by the Debtors through their normal and ordinary business operations. As of the Petition Date, the balance of the FTI Retainer was \$75,000.

19. As of the Petition Date, FTI has no accrued or unpaid fees or expenses owing by the Debtors. If FTI subsequently determines there is an amount of outstanding fees and expenses incurred in contemplation of and in connection with the preparation of these chapter 11 cases, FTI will seek payment and reimbursement in connection with the initial fee statement and interim fee application(s) to be filed with this Court.

20. Payment of FTI as the proposed Bankruptcy Consultant in these chapter 11 cases will be subject to the approval of fees and expenses in accordance with sections 327, 328, 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and any applicable administrative orders that may be entered by this Court.

21. In accordance with section 504 of the Bankruptcy Code and Bankruptcy Rule 2016, FTI has not entered into any agreements, express or implied, with any other party in interest, including the Debtors, any creditor, or any attorney for such party in interest in these chapter 11 cases (i) for the purpose of sharing or fixing fees or other compensation to be paid to any such party in interest or its attorneys for services rendered in connection therewith, (ii) for payment of such compensation from the assets of the estate in excess of the compensation allowed by this Court pursuant to the applicable provisions of the Bankruptcy Code, or (iii) for payment of compensation in connection with these chapter 11 cases other than in accordance with the applicable provisions of the Bankruptcy Code.

22. FTI intends to seek compensation on an hourly rate for FTI employees that perform work for the Debtors for the period in which services are performed and will seek reimbursement if necessary and reasonable out-of-pocket expenses in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the fees and expenses guidelines promulgated by the U.S. Trustee's office, and all orders of this Court.

23. FTI further intends to seek interim compensation and reimbursement of expenses during these chapter 11 cases as permitted by section 331 of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules.

24. The foregoing constitutes my statement pursuant to section 504 of the Bankruptcy Code and Bankruptcy Rule 2016(b).

25. FTI, insofar as I have been able to ascertain, has not represented any interest adverse to the Debtors or their estates in the matters upon which FTI is to be employed. Based upon information available to me, I believe FTI is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and further that it holds no interest adverse to the Debtors and their estates as to the matters with respect to which FTI is to be employed. The proposed employment is not prohibited by, or improper under, Bankruptcy Rule 5002.

26. To the best of my knowledge, I declare under penalty of perjury under the laws of the United States of America, that the foregoing is true and correct.

Executed this 28 day of July, 2020.

FTI CONSULTING, INC.

/s/ Alan Boyko
Alan Boyko

Schedule 1 to the Boyko Declaration

Hopedale Mining LLC: POTENTIAL PARTIES IN INTEREST

Current Officers and Directors

Angela Woolridge
Bobby Bridges
Brian T. Aug
Carla Wright
David Hanig
Douglas Holsted
Jason Miller
Jeffrey Honeycutt
Lori Brewster
Michael Thompson
Richard Boone
Scott Morris
William Tuorto

Former Officers and Directors

Chad Hunt
Lazaros Nekeas
Whitney C. Kegley

Debtors

CAM Aircraft LLC
CAM Coal Trading LLC
CAM Mining LLC
CAM-BB LLC
CAM-Colorado LLC
CAM-Kentucky Real Estate LLC
CAM-Ohio Real Estate LLC
Castle Valley Mining LLC
Hopedale Mining LLC
Jewell Valley Mining LLC
Leesville Land LLC
McClane Canyon Mining LLC
Pennyrile Energy LLC
Rhino Coalfield Services LLC
Rhino Eastern LLC
Rhino Energy LLC
Rhino Exploration LLC
Rhino GP LLC
Rhino Northern Holdings LLC
Rhino Oilfield Services LLC
Rhino Resource Partners LP
Rhino Services LLC

Rhino Technologies LLC
Rhino Trucking LLC
Rockhouse Land LLC
Springdale Land LLC
Taylorville Mining LLC
Triad Roof Support Systems LLC

Non-Debtor Affiliates

Royal Energy Resources, Inc

Five Percent and Greater

Shareholders and Beneficial Owners

Rhino Resource Partners Holdings LLC
TD Ameritrade Clearing, Inc.

**Attorneys, Professionals and Financial
Advisors (Including Accountants and
Investment Banks)**

Cambio Group LLC
Whiteford Taylor Preston, LLP
Epiq Corporate Restructuring, LLC
Stroock & Stroock & Lavan LLP
Evercore Group LLC
Energy Ventures Analysis, Inc.

**Significant Financial Institutions
(Including Administrative Agents,
Lenders and Equipment Financing)**

Bb&T Bank
Branch Banking and Trust Company
Caterpillar Financial Services
Corporation
Eastwest Bank
The Flat Top National Bank of Bluefield

Surety Issuers

Cumberland Surety, Inc.

Surety Obligees

Colorado Dept. of Natural Resources
Colorado Division of Reclamation
Commonwealth of Kentucky
Kentucky Dept of Natural Resources

Ohio Department of Natural Resources
Utah Division Of Oil, Gas, & Mining
Virginia Department Of Mines
West Virginia Dept. Of Environmental

Significant Taxing Authorities

Belmont County Treasurer
Carbon County Treasurer
Carroll County Treasurer
Colorado Dept Of Labor and
Employment
Colorado Dept Of Revenue
Colorado State Treasurer
Colorado State Treasury
Daviess County Pva
Daviess County Sheriff
Department of Business Services
Elaine Phillips Tax Collector
Emery County Community Theater
Emery County Recreation Special
Emery County Treasurer
Fayette County Clerk
Gallia County Treasurer
Garfield County Treasurer
Harrison County Treasurer
Illinois Dept of Employment Security
Illinois Dept of Revenue
Internal Revenue Service
Jefferson County Treasurer
Joyce A Ewing Tax Collector
Kentucky Dept of Revenue
Kentucky Personnel Cabinet
Kentucky State Treasurer
McLean County Sheriff
Mesa County Treasurer
New Kensington-Treasurer
Office of Surface Mining
Office of the Illinois Secretary of State
Office of The Illinois State Treasurer
Ohio Department of Commerce
Ohio Dept of Job and Family Services
Ohio Dept of Taxation
Pennsylvania Dept of Labor and
Industry
Pennsylvania Dept Of State
Pennsylvania State Treasury

Pike County Court Clerk
Pike County Occupational Tax
Public Service Commission WV
Sheriff of Emery County
Sheriff of Fayette County
Sheriff of Floyd County
Sheriff of Mingo County
Sheriff of Pike County
Sheriff of Raleigh County
Sheriff of Randolph County
Sheriff of Upshur County
Sheriff of Wyoming County
Treasurer of Buchanan County
Treasurer of Virginia
Treasurer State of Ohio
Tuscarawas County Treasurer
United States Treasury
Utah Dept of Workforce Services
Utah State Tax Commission
Utah State Treasury
Ute Water Conservancy District
Virginia Department of The Treasury
Virginia Employment Commission
Washington Co Treasurer
Wayne E. Ray Tax Collector
West Virginia Div. Of Labor
West Virginia State Tax Dept
West Virginia State Treasurer's Office
WV State Tax Department

Royalty Contract Counterparties

BASS Ventures, LLC
Betty Wendell
Big Sandy Company, L.P.
Bobby & Reeda Potter
Brian C. Grathwohl
Buchanan Production Company
Buchanan Realty Corporation
Buck Jewell Resources LLC
C & G Farms, Inc.
Carl Bray
Carson Fuller
Charles Edward Robinson
Charles H. Gent Jr.
Charles K. Bentley
Christian Coal Company

Chrystine Jones, Norm Jones &
Christopher Jones
Claude Hart
Consolidation Coal Co.
Creed Newsom
David & Phyllis Hall
Dewey Cole & Arzonias Cole
Dolph Kelly
Don F. Hagans
Duncan Fork Coal Company
Garden Realty Corporation
Gary M. & Madonna Anderson
Hannah Family Foundation, Inc.
Harold Lynne Keene and Charlotte M.
Keene
Harrison-Wyatt LLC
Jack C. & Anne Johnson
Jack D. & Billie A. Thacker
Jack Stacy Adkins & Nancy Bowe
Adkins
James Bray
James E. Daniels
James S Osborne & Brenda Osborne
James S. Thompson
James W. Estep
John B. Powers
John Bray
John H. Belcher
June Ellen Harris and Tolbert Harris
Kevin Osborne
Kyle S Osborne & Gail Osborne
Latisha Leadingham
Lauren Land Company
Leonard Mullins Living Trust
Lewis Tipton
Lisa Martin
Lula (Crouse) Sizemore
Magnolia Real Estate, LLC
Marguerite M. Valdo
Marjorie L & Winston S Lindsay
Mary Miller Smith
Mead Township Park District
Michael Hillman
Mildred Jones and J.M. Jones
Natural Resource Partners L.P.
NRP Operating LLC

OGJ Properties I LLC
Onondage Holding Company, LLC
Phyllis A. Deel
Pocahontas Resources, LLC
Polly Jewell Mallory
Poplar Creek Development Co.
Ralph Eudell Bostic and Virginia Bostic
Randall Hillman
Ransom Bray
Reserve Coal Properties Company
Reuben & Reva Anderson
Robert & Lovada Compton
Robert Fuller
Robert Gent
Robert J Dennis & Katherine A Dennis
Roger & Phyllis Hunt
Ronald Clyborne & Katheryn Clyborne
Ronnie & Janet Kaye Ratliff
Ruby Bartley
Runals Trust
Ruth Blanton Wilkie
Sam D. Ray
Stephen D. Ray
Steven Wayne Robinson
Tazewell Coal and Iron Company
Tim Sparks
Trivett Heirs
United States Dept of the Interior
Bureau of Land Management
Virginia Ratliff
Virginia Resources LLC
Wellmore Coal Corporation
Wendell Elkins
West Virginia Mid Vol, Inc.
William D. Kirkland
William R. Vandyke and Ruth Vandyke
Wyatt Realty Corp

Parties to Significant Litigation

Billie Cole
Blizzard Industrial Mining LLC
Brian Hughs
Connie Shell
Dixie Looney
Freddie Looney
Hulita Blankenship

Kenneth Cole
Robertson Inc Dba Gauley-Robertson
Trevar Warren
Weston Energy LLC
Hulita Blankenship, William
Blankenship
William Robinette

**Significant Suppliers, Shippers,
Warehousemen, and Vendors**

23 Detailing & Service
A & B Fire Services
A C Power Tech Inc.
A.L. Lee Corporation
A.W. Chesterton
AAA Mine Service Inc
ACIN LLC
ADP LLC
Advance Mining Services
Airgas Intermountain Inc.
Airgas Mid America
AJ's Auto Glass
Allegheny Mineral Corp.
Alliance Consulting Inc.
Alpine Consulting & Eng. Inc.
Altec Products Inc.
Ameraus Tractor Co
American Block
American Fire Equipment Sales &
Service
American First Aid
American Mine Power
Anixter Inc
ANR Company, Inc.
Appalachian Aggregates, LLC
Appalachian Land Company
Appalachian Power Company
Appalachian States Analytical
Appalachian Technical Services
Applied Industrial Technologies
Aramark Refreshment Services
Aramark Uniform Services
Argo Sales Company Inc.
Ashland Office Supply Inc.
Associated Engineers Inc.
Atlantis Technologies LLC

Attco Trucking Co. Inc.
Auto Plus
B & B Services
B & M Repair, Inc
Baird & Baird P.S.C.
Bank Direct Capital Finance
BC Energy
Belcher & Company Excavating LLC
Bell Optical
Belmont Aggregates Inc
Belmont Petroleum Corp
Belo Mine Supply Inc.
Belt Tech Inc
Belt Tech Industrial, Inc.
BGS Mine Parts LLC
Billy Joe Wright
Birtley Industrial Equipment Corp.
Bit Source LLC
BJW Printing & Office Supplies
Blackburn Contracting Inc.
Blizzard Industrial Supply
Blueline Services LLC
BMT Products, LLC
Bob Sumerel Tire co Inc
Bobby & Teresa Wright
Bocook Engineering Inc.
Bran Investments, LLC
Brian's Battery, LLC
Broadband LLC
Brookville Mining Equip. Corp.
Brown Edwards & Co. LLP
Bruce Fredrick Cool
Bryant M Valdinger
Bryon C Dulkoski
Buchanan Pump Service & Supply
Buckeye Pest Management Inc
Buckley Associates, Inc.
Busy Bee Portable Toilets, Inc.
C & B Blueprint Company
C. W. Campbell Company
C.O.P. Coal Development Company
Cadiz Vision Center
Canyon Tech Inc
Carbonite, Inc
Carpenter's Repair Inc
Carroll Engineering Co.

Carson Family Properties, LLC
Carson Wright
Carter Machinery Company Inc.
Castle Country Hydraulic & Supply
Caudill Seed Company
CCU Coal & Construction, LLC
Cecil I. Walker Machinery
Central Business Systems Inc
Centrifugal & Mechanical Ind.
Champion Mine Supply Inc.
Chemstream Inc
Cherokee Resources, Inc dba Star
Services
Cheryl Donohue
Chris Scammell
Cintas Corporation
Cintas Corporation No. 2
City Tire & Auto Center
Classic Motors
Clay Machine Works Inc.
Clean Green Porta-Potties LLC
CleanTech Cleaning & Restoration, LLC
Clinch Valley Medical Center
Coaldesk LLC
Coalfield Services Inc.
Coca Cola Bottling Co. Consolidated
Cogar Manufacturing, Inc
Coleman Transport Inc
Columbus Equipment Company
Compmanagement Inc.
Compressor Pump & Service
Computershare Inc
Contech Engineer Solutions Inc.
Conveyor Equipment & Supply Co
Conveyor Manufacturing
Cook Tire, Incorporated
Corcentric, LLC
Corporate Payment Systems
Corporation Service Company
Coulter's Dog & Hunter's Suppl
Country Boy Seed, Inc
Cowin & Company, Inc.
Craig and Associates
Cramblett Trucking Inc.
Crane Man Inc
Crown Products and Services

Crystal Lynn Smallwood
CSC
CSE Corporation
Cuda Tools Inc.
Cultural Resource Analysts, Inc.
Cummins Crosspoint
Curry Drilling LLC
Curry Fluid Power
Custom Print and Design LLC
Customers Glass
CWS Company
D. R. Price Engineering & Land
Surveying, Inc., PC
Dale Dotson
Damian Kovarik Excavating And
Hauling LLC
Daniel & Brenda Damron
Danny R Rife
Dark Horse Timber
Darrell Fraley
David Shelton Trucking Company, Inc.
DC Power Solutions Inc
Dean Dorton & Ford Psc
Decota Consulting Company Inc
Delta Rigging & Tools Inc.
Dept Of Labor-MSHA
Dinosaur Tire
Dinsmore & Shohl LLP
Dominion Systems
Donald & Evelyn Hall
Dotson Repair Service Inc.
Double "A" Services
Drill Steel Services Inc.
Dry Systems Technology
DTS Fluid Power, Inc.
E & E Construction, Inc
Eagle Carbon Inc.
Eagle Enterprise
Eastern Screens & Drives Inc.
Echo Industries
EIS Environmental & Engineering
Consulting
Electric Motor Services
Electrical Contractor Inc.
Elkhorn Stone Inc.
Ellis Lumber Of Oceana Inc.

Emory & Henry College
Empower Retirement
Energy Technologies Inc.
Environmental Monitoring Inc.
Enviroscience Inc.
Envision Contractors LLC
Epiroc USA LLC
Eriez Mfg. Co.
Evapar, Inc.
Evergreen Reclamation Services, Inc.
Express Services Inc.
Fairbanks Scales Inc.
Fairmont Supply Company
Farley Tire Co. Inc.
Farpoint Ventures, LLC
Fast Change Lube & Oil
Fastenal
Fenton Brothers Electric
FGX SepTech LLC
Filter Service & Testing Corp
First-Line Fire Extinguisher Company
Flatwoods Mine Supply Inc.
Fluid Power Services Inc.
Frances W. Bartley
Frontier-Kemper Constructors Inc.
Frost Brown Todd LLC
Fuchs Lubricants Co.
Gates Supply
Gauley-Robertson
GCR Tires & Service
General Engineering Company
Generator Starter Service Inc
Gent Enterprises, LLC
Geo Scan Seismic Services Inc
Giuliani Consulting Company
Glen A. Wright
Global Mine Service
GMS
Gould's Electric Motor Repair, Inc.
Goyle Engineering Inc.
Grace Equipment Company, Inc
Grassy Auto Parts
Graybar Electric Co
Graymont Western Us Inc.
Grw Aerial Surveys Inc
Gunitite Supply & Equipment Co.

Guyan Heavy Equipment Inc.
H&E Equipment Company
H&G Limestone Products, LLC
Hach Company
Hampton Roads Testing Laboratories,
Inc
Hanlon Estadt
Happy's Equipment, LLC
Harper Diesel & Machine Svc
Harrison Community Hospital
Hav-Its Mdse. Unl.
Heartland Petroleum-KY
Heritage Technical Associates
Holden Machine & Fabrication
Hunt Network Technologies
Hurberries Inc.
H-W Financial LLC
HY Performance Consultants
Hydraulic Repairs Specialties LLC
Ihs Global Inc.
Impco Inc.
Industrial Electric Motor Serv
Industrial Lab Analysis Inc
Industrial Supply
Innovative Wireless Technologies Inc.
Intermountain Electronics Inc
Intermountain Orient Inc.
Inter-State Treated Material
Intrado Digital Media, LLC
Investment Law Group
Ironhorse Industries
Irvin Construction Services, Inc
Irwin Mine & Tunneling Supply
J & H Enterprises, LLC
J & L Professional Sales Inc.
J & R Repair
J & S Transport, Inc.
J&S Steel & Edge Supply Inc
J. E. Stover & Associates Inc.
Jabo Supply Corporation
Jack A. Hamilton & Assoc. Inc.
Jackson Kelly PLLC
James C. Dawes Co., Inc.
James H. Carson
Jamie Holyfield
Jay Industrial Sales Co. LLC

Jefferson Landmark
Jennmar Corporation Of West Virginia
Inc.
Jennmar Services
Jeri Ann Johnson
Jerraco Drilling Supply LLC
Jim Henries Heavy Hauling
John E. Craig
John's Lawns
Johnson Industries Inc.
Jones Oil Co. Inc.
Jones Petroleum Services, LLC
Jones Truck & Equipment LLC
Joy Global Conveyors Inc.
Justice Cleaning Service Inc.
Justice Muffler Shop
K & R Contractors LLC
K and E Technical, Inc.
K J Trucking
K. H. Hagans
Kanawha Scales & Systems
KCTCS - Madisonville Community
College
Kelly's Radiator Service Inc.
Kendrick's Machine Shop
Kenergy Corp
Kenny Smith Timber Co.
Ken's Towing & Service LLC
Kentucky Chamber Of Commerce
Kentucky Coal Association
Kentucky Power Company
Kentucky Rivers Wood Products, LLC
Kerco
Kleinschmidt
KnightHorst Shredding, LLC
Knotts & Co.
Komatsu Equipment Co - Utah
Kraft & Kennedy, Inc
Kroff Chemical Company, Inc
Kucera Plumbing Heating &
Kwik Kafe Company Inc
Ky Mountain Steel & Supply
Larrol Supply Inc.
Lavon Osborne
LBR Holdings, LLC
Leaf Capital Funding LLC

Leco Corporation
Lee Building Products
Lee Supply Co. Inc.
Leon's Auto Parts
Leslie Equipment Company
Levisa Coal Company
Lewis Lands LLC
LFF IV Timber Holding LLC
Limestone Dust Corporation
Lockton Companies LLC
Logan Corporation
Logi-Tec Inc
Logotek Signs
Lonetree Consulting, LLC
Longwall West Inc.
Looney's Bit Service, Inc
Lor-Aid First Aid Supllies
LSM Excavation LLC
Lyden Oil Company
M&M Supply Inc
Macs Mining Repair Service Inc
Maggard Sales & Service Inc.
Mail Finance
Mallard Environmental Services
Margie Rose
Marlin Business Bank
Marshall Miller & Associates, Inc
Martin's Peterbilt
Mason Transport
Master Machine Co. Inc.
Matheson Tri-Gas Inc.
Matrix Design Group LLC
Mattern Tire
May Properties Partnership
Mayhorn's Inc.
Mayo Manufacturing Co. Inc.
McLanahan Corporation
McMaster-Carr Supply
McRoy Safety Training
Meade Fire Services
Mechanical And Ceramic Solutions Inc.
Mechanics Trucks LLC
Mechelle Lea Jones
Meigs Mine Service, LLC
Meuth Construction Supply Inc.
MGC Supply Inc

Micon
Microbac Laboratories Inc.
Mid-Atlantic Load-Rite Inc
Midwest Battery & Supply
Mine and Mill Supply Company, LLC
Mine Battery Service Inc.
Mine Service Company Inc
Mine West Sales & Service
Mineral Labs Inc.
Minex Incorporated
Mining Controls Inc.
Mining Manufacturing Inc.
Mmd Mineral Sizing Inc.
Modern Auto & Truck Parts, LLC
Mon Valley Integration LLC
Monsen Engineering LLC
Montem Supply, Inc.
Morgantown Machine
Morris-Coker Inc.
Motion Industries Inc.
Mountain State Company
MRC Global (US) Inc.
MRC Services, Inc
MTI USA LLC
Myra Lambert
N & N Mine Supply
Narco Inc.
Natural Resource Partners L.P.
Nch Corporation
NCI-Nursing Corps
Netgain Technologies
New Rocky Valley Farms, Inc.
Nexus Terra LLC
NFLOW, LLC
Nielson Construction
No Regrets Pressure Washing & Steam
Cleaning
Norfolk Southern Railway Co.
Norma Baker
Norris Screen & Mfg. Inc.
North Star Strategies, LLC
Northern Tool & Equipment
Nsg Ky Inc
Ohio Cat
Ohio Coal Association
Orkin

Orme Do It Best Hardware
Overhead Door Company Of
OVMC-EORH Business Unit
P & P Construction
Pace Analytical Service, LLC
Paducah Blueprint & Supply Co Inc.
Partin Lex Acquisitions, LLC
Peczuh Printing Company
Perma Usa
Peterson Chemical & Janitorial Inc.
Phillip E. Nisly
Phil's Repair Sales
Phoenix First Response
Phoenix Scale Company, LLC
Pierce Oil Company Inc.
Pikeville Floral
Pikeville Mining Tire Sales
Pikeville Radiology
Pine Mountain Stone Inc
Pioneer Conveyor LLC
Pippa Valley Printing
Pitney Bowes Global Financial
Pitney Bowes Purchase Power
Pnc Bank
Pocahontas Land LLC
Pocahontas Resources LLC
Pollard And Sons Excavating LLC
Power Deck Company
Power Technologies LLC
Precision Product Technologies
Precision, Inc
Preiser Scientific Inc.
Professional Highwall Mining Services,
LLC
Prudential Group Insurance
Pure Country Water Inc
Quality Environmental Services
Quality Hydraulics Inc.
Quality Magnetite LLC
Quick Signs
Quill Corporation
QX Networking & Design Inc
R&D Construction Inc.
R. M. Wilson Co.
Raleigh Mine & Ind. Supply
Ramaco Resources Land Holdings, LLC

Ramanorao V Mettu
Rapps Engineering
Raven Equipment, LLC
Ream & Haager Laboratories
Refab, Inc.
Reference Services Inc
Republic Diesel Inc.
Retha Montgomery
Rexel
Rice Electric Company, Inc
Richard & Teresa France
Richard Ray
Richardson Copy Concepts
Richwood Industries Inc.
Robert Damron
Robinson Repairs Inc.
Rosebud Mining Company
Ross Bros Company
Rowland Land Company LLC
Royal Brass & Hose Inc
Royal Machine Works Inc.
Ruby Ann Hall
Ruggeri Plumbing
S & S Hydraulics
S & S Urethane Inc.
S and V Glass
Safety Kleen
Saminco Inc.
Sam's Club
Sandvik Mining & Construction
Scamp Excavation Inc
Schindler Elevator Corporation
Scio Packaging Company Inc.
SecureDocs, Inc.
Select Security aka Kourt Secutiy
Partners, LLC
Service Pump & Supply Inc.
SGS North America Inc
Shandra Starr Bentley
Siemens Energy & Automation
Sign Edge Inc
Silver Spur Conveyors Inc
Silver State Wire Rope
Simmons Equipment Company
Smith Adjusting Inc
SNF Mining Inc

Solid Steel Solutions Inc.
Southeast Welding, LLC
Southeastern Utah District Health
Department
Southern Pneumatics LLC
Spirit Service Co.
Stafford A+ Services
Stahura Conveyor Products Inc
Staker Parson Companies
Standard Laboratories Inc.
Standing Stone
Staples
State Electric Supply Company
StateFire DC Specialties, LLC
Sterling Crane LLC
Steven Smallwood
Stocker Concrete Company
Stowers Fire & Safety
Strata Equipment, LLC
Strata Mine Services LLC
Strata Products USA LLC
Strata Safety Products LLC
Summit Engineering Inc.
Svc Inc.
SynTerra Corporation
Tabor Machine Company
Tanner Industries
Tazz Conveyor Corporation
TCB Sales
Terry Pugh
Testa Machine Company
The Cypher Company Inc.
The Elk Horn Coal Company LLC
The Getty Law Group PLLC
The John B. Long Company, LLC
The Mckeen Group
The National Lime & Stone Co.
The Steel Store
The Wheeling Intelligencer
Thermo Environmental Instruments,
LLC
Tijon Co. Inc.
Tim Short Auto Group of Pikeville, KY
Toms Tire Service, Inc.
Torque Enterprises LLC
Tr Electric & Supply Co.

Transport Services
Tren Services, Inc.
Trey K Mining & Electric
Tri State Bearing Co Inc.
Tri-City Blueprint and Supply, Inc
Tri-County Auto & Truck Parts
Trinity Hose & Industrial Supply
Trinity Workcare
Tri-State Rail Service
Tunnel Radio Of America
Turner Technology Inc.
U S Postal Service
U. P. C. Inc.
Underground Service And Hydraulics
United Industrial
United Medical Group
United Parcel Service
Univar Usa Inc.
Universal Starter And Alter.
Upper Laurel Volunteer Fire Department
US Synthetic Mining and Construction
Varel Mining & Industrial, LLC
Veyance Industrial Services
Victory Metal LLC
Vinson & Elkins
Virginia S. Wright
Vossloh Track Material Inc
Voyager Fleet Systems Inc
W J Electrical Contractors LLC
Wallace Auto Parts And Services Inc.
Wallace Electrical Systems LLC
Walter Lewis & Sons Inc.
Walter Wright
Walters Chevrolet
War Fork Coals
Wards Automotive Parts
Ware Surveying LLC
Water Transport
WC Hydraulics, LLC
West KY Pipe and Valve
West River Conveyors
West View-Cunningham Co. Inc.
Western Mine Tools Inc.
Wetland Services Inc.
Wham Steam Cleaning
Wheatley Scale Service Inc.

Wheeler Machinery Co
White & Jankowski
William & Lisa Osborne
Williamson Daily News
Wintrust Commercial Finance
Woodruff Supply Co. Inc.
Workpoint Occupational Medicine
Worldwide Equipment - Heritage, Inc.
WPP LLC
Wright Block and Precast
Wright Machine & Fabrication Inc
Wright Mix Material Solutions, LLC
Wright Xpress Conveyors and
Vulcanizing
Wrightway Ready Mix
WV Coal Assoc Inc.
WV Dept Of Env. Protection
WV PLC Repair Inc.
WV State Fire Marshall
WVDEP
XPO Logistics Freight, Inc
Xylem Water Solutions Usa Inc.
Young Conaway Stargatt & Taylor, LLP
Young Trucking LLC
Zebulon Machine Shop Inc

Insurers

Ace American Insurance Company
Ace Property & Casualty Insurance Co.
Anthem
Axis Surplus Insurance Company
Beazley Insurance Co., Inc.
Federal Insurance Company
Great Lakes Insurance Se
Illinois Union Insurance Co. (Ace)
Insurance Co. Of State Of Pennsylvania
Indemnity National Insurance Company
Ironshore Specialty Insurance Company
Landmark American Insurance
Company
Lexington Insurance Company
Lloyds Of London
MetLife
National Union Fire Insurance Co
Starr Indemnity & Liability Company
Twin City Fire Insurance Company

Underwriters Lloyds Of London
Westchester Surplus Lines Insurance Co.
XI Specialty Insurance Company

Insurance Brokers

USI Insurance Svcs. Kentucky
Midwest Series of Lockton Companies,
LLC

United States Trustee's Office

MaryAnne Wilsbacher
Pamela Arndt
Jeremy Flannery
Matthew McDonald
Dianna Dirr
Jeff Pfriem
Peter N. Sergakis
Roslyn Tompkins
Kim Caton
Kambria McIntire
Jodi Mulvaine
Erik Van Bramer
Melody Shade
Janet Smith

**Bankruptcy Judges (Southern District
of Ohio)**

Jeffery P. Hopkins
John E. Hoffman, Jr.
C. Kathryn Preston
Guy R. Humphrey
Beth A. Buchanan

Lenders

Colbeck Capital Management, LLC

Top 40 Unsecured Creditors

Austin Sales LLC
Bill's Electronics Inc.
Bookcliff Sales Inc.
Brandeis Machinery & Supply
C & M Giant Tire LLC
C B Industries Inc
Chemical Sales & Consulting
Cincinnati Mine Machinery
Consol Mining Company LLC
Custom Engineering Inc.

D. Deel Trucking, Inc.
David Stanley Consultants LLC
Direct Energy Business, LLC
Eberhart Service Center Inc.
Genco Mine Service
Gerald Fields Trucking Company
Highland Machinery Corp.
Industrial Supply Co.
Jennmar Corporation
Jones Day
Joy Global Underground LLC
Logan Coal & Timber
Minova USA Inc
Parsley's General Tire
Paul's Fan Company
Phillips Machine Service Inc.
Pricewaterhousecoopers LLP
R&M Engineering Consultants LLC
Rockwood Casualty Insurance Co
Royal Energy Resources, Inc
Savage Services Corporation
TSJ Construction LLC
Tug Valley Service & Supply, LLC
United Central Industrial Sup.
Warco Sales Inc
Warwood Armature Repair Co
Whayne Supply Company
White Armature Works Inc.
Xpress Service & Sales Inc
Blue Ridge Bank, N.A.

Utilities

American Electric Power
Appalachian Wireless
At & T
AT&T Mobility
CenturyLink
City Of Pikeville
City Sanitation
D&M Recycling Inc.
DC Communications
Eastern Telephone
Frontier Communications
Frontier Power Company
Grand Valley Power
Kimble Recycling & Disposal

Mesa Co Lower Valley Public
Mountain Water District
Pike County Solid Waste
Point Broadband
RMS PSD
Rocky Mountain Power
Time Warner Cable
Verizon
Verizon Wireless
Waste Management of WV Inc
Windstream
Buchanan County Public Service
Call Tower, Inc.
Carbon-Emery Telcom
Fox Consulting Group
Gearheart Communications
Lingo Communications, LLC
Lusk Disposal Service Inc.
Russell County Solid Waste
Segra
South Central Power Co
Town of Honaker
Waste and Water Logistics LLC

Significant Customers

AEP Kentucky Coal, LLC
Abc Coke
Aep - Fuel Acct
Aep Generation Resources
Air Temp Heating, LLC
Ak Steel Corporation
Armstrong Coal Co.
Big Rivers Electric Corporation
Bluegrass Commodities LP
Bowie Coal Sales LLC
Bransen Energy Inc.
British Steel Ltd
Buckeye Power Inc.
Buckingham Coal
Carter Resources LLC
Castle Rock Carbon & Coal
Ceres Consulting LLC
Coal Equity, Inc.
Coal Network, LLC
Coal Services Of Kentucky, LLC
Columbia Resource Group, LLC

Dbk
Dominion Energy
Dominion Energy South Carolina, Inc.
Dsi Underground Systems, Inc.
Dte Electric Services
Duke Energy Corporation
East Kentucky Power Cooperative, Inc.
Eclipse Resources
Edf Trading North America LLC
Ees Coke Battery LLC
Elm Street Resources Inc.
Erie Coke Corporation
Erp Compliant Coke
First Energy Generation Corp
Fortress Resources, LLC
Gcc Energy LLC
Genon Energy Management LLC
Georgia Power
Gladiator Equipment Inc.
Glatfelter
Graymont Dolime Inc.
Gulfport Energy Corporation
Haverhill North Coke Co.
Holcim
Indiana Harbor Coke
Indiana-Kentucky Electric Corporation
Integrity Coal Sales Inc
Intermountain Power
Italiana Coke
J & J Energy
Javelin Global Commodities (UK) Ltd
Jbc Metals Company, LLC
Jewell Coke Co
John M Howa & Sons, Inc.
Kraton Polymers U.S. LLC
Logan & Kanawha Coal Co.
Louisville Gas & Electric
Mountain State Carbon, Inc.
Mr Coal Marketing & Trading LLC
Muskie Proppant, LLC
Nrg Power Marketing LLC
Nucor Steel - Utah
Oliver Coal Sales
Oxford Mining Company Inc.
P.H. Glatfelter
Pacifcorp Energy

Patriot Coal Sales LLC
Paxella Holdings
Peabody Coaltrade LLC
Ppl Coal Supply LLC
Red Hill Resources LLC
Redhawk Mining LLC
Revelation Energy, LLC
River Trading Company
Robindale Energy
Rosebud Mining Co
Rwe Supply & Trading Gmbh
Sante Fe Sand & Gravel, Inc.
Santee Cooper
Southeast Fuels
Southern Appalachian Coal
Ssab
Steve Salskov
Tata Steel
Tennessee Valley Authority
Timeron LLC
Tonawanda Coke Corporation
Trafigura Ag
Trafigura Trading LLC
Union Pipeline
Uniper Global Commodities Se
Vidatt Energy Inc.
Virginia Electric And Power Co
Vitol Inc.
Walter Energy

West Virginia Equity Partners LLC
Wilson Creek Energy, LLC
Xcoal Energy
Yellowbush Mining LLC
Zks Zentralkokerei Saar Gmbh

Significant Competitors

Consol Mining Company, LLC
Alliance Resource Partners LP
Blackjewel, L.L.C.
Contura Energy, Inc.
Arch Coal, Inc.
Blackhawk Mining, LLC
Murray Energy Corporation
Foresight Energy LP
Wolverine Fuels, LLC

**Unsecured Creditors' Committee
Lienholder**

Community Trust Bank, Inc
Cortland Capital Market Services LLC
Komatsu Financial Ltd Partnership
Narco
Pnc Bank, National Association
Republic Bank
Tfg-West Virginia, L.P.

Schedule 2 to the Boyko Declaration

Client Match List

Current Officers and Directors

Brian T. Aug
David Hanig
Douglas Holsted
Richard Boone
Scott Morris
William Tuorto

Former Officers and Directors

N/A

Debtors

N/A

Non-Debtor Affiliates

Royal Energy Resources, Inc

**Five Percent and Greater Shareholders
and Beneficial Owners**

TD Ameritrade Clearing, Inc.

**Attorneys, Professionals and Financial
Advisors (Including Accountants and
Investment Banks)**

Evercore Group LLC
Whiteford Taylor Preston, LLP

**Significant Financial Institutions
(Including Administrative Agents,
Lenders and Equipment Financing)**

Bb&T Bank
Branch Banking and Trust Company
Caterpillar Financial Services Corporation

Surety Issuers

N/A

Surety Obligees

N/A

Significant Taxing Authorities

Kentucky State Treasurer
Internal Revenue Service
Ohio Dept Of Taxation

Royalty Contract Counterparties

Magnolia Real Estate, LLC

Parties to Significant Litigation

Brian Hughs

**Significant Suppliers, Shippers,
Warehousemen, and Vendors**

ADP LLC
Allegheny Mineral Corp.
Appalachian Power Company
Carbonite, Inc
Cintas Corporation
Cintas Corporation No. 2
CSC
Dinsmore & Shohl LLP
Frost Brown Todd LLC
Graybar Electric Co
Hach Company
Matheson Tri-Gas Inc.
Norfolk Southern Railway Co.
Pitney Bowes Global Financial
Pitney Bowes Purchase Power
Pnc Bank
Schindler Elevator Corporation
Staples
Univar Usa Inc.
Vinson & Elkins
Young Conaway Stargatt & Taylor, LLP

Insurers

Ace American Insurance Company
Anthem
Federal Insurance Company
Great Lakes Insurance Se
Illinois Union Insurance Co. (Ace)
Lexington Insurance Company
Metlife
National Union Fire Insurance Co
Twin City Fire Insurance Company
XI Specialty Insurance Company

Insurance Brokers

USI Insurance Svcs. Kentucky
Midwest Series of Lockton Companies, LLC

United States Trustee's Office

N/A

Bankruptcy Judges (Southern District of Ohio)

N/A

Lenders

Colbeck Capital Management, LLC

Top 40 Unsecured Creditors

Jones Day

Pricewaterhousecoopers LLP

Utilities

American Electric Power

At & T

AT&T Mobility

Centurylink

Frontier Communications

Frontier Power Company

Rocky Mountain Power

Segra

Time Warner Cable

Verizon

Verizon Wireless

Windstream

Significant Customers

Ak Steel Corporation

Armstrong Coal Co.

Duke Energy Corporation

Eclipse Resources

Georgia Power

Holcim

Tata Steel

Trafigura Ag

Vitol Inc.

Significant Competitors

Blackjewel, L.L.C.

Foresight Energy LP

Murray Energy Corporation

Unsecured Creditors' Committee

Lienholder

Cortland Capital Market Services LLC

PNC Bank, National Association

4820-3639-5973v2