

SCHEDULE F

Equity Commitment Escrow Agreement

EXECUTION VERSION

AGREEMENT FOR EQUITY COMMITMENT ESCROW

THIS ESCROW AGREEMENT, dated as of January 31, 2014 (“Agreement”), is by and between **TRINITY COAL CORPORATION** and its following affiliates: TPC; Trinity Coal Marketing, LLC; Little Elk Mining Company, LLC; Trinity Coal Partners LLC; Hughes Creek Terminal LLC; Bear Fork Resources, LLC; Banner Coal Terminal LLC; Falcon Resources LLC; Frasure Creek Mining, LLC (“Frasure Creek”); Prater Branch Resources LLC; Deep Water Resources, LLC; North Springs Resources, LLC; Levisa Fork Resources, LLC; Trinity RMG Holdings LLC; and RMG, Inc. (hereinafter referred collectively as the “Debtors”) and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, a national banking association, as Escrow Agent hereunder (“Escrow Agent”).

RECITALS

(A) On February 14, 2013, certain trade creditors of Frasure Creek filed an involuntary petition (the “Trade Involuntary Petition”) seeking to commence a Chapter 11 case against Frasure Creek in the U.S. Bankruptcy Court for the Eastern District of Kentucky (the “Bankruptcy Court”). On or about February 19, 2013, certain secured lenders filed involuntary petitions seeking to commence a Chapter 11 case against each of the Debtors in the Bankruptcy Court.

(B) On March 4, 2013, the Debtors filed their *Consolidated Answer to Involuntary Petitions and Consent to an Order for Relief and Reservation of Rights*, thereby consenting to the entry of an order for relief in each of their respective Chapter 11 Cases (the “Order for Relief”). The Order for Relief was entered by the Bankruptcy Court on March 4, 2013, upon which the Chapter 11 Cases were converted to voluntary cases.

(C) On February 25, 2013, the Debtors employed David Stetson as their Chief Restructuring Officer. Mr. Stetson, as CRO, became immediately vested with the discretion and authority to manage and control the Debtors’ business operations, as well as to file appropriate papers to convert the Chapter 11 Cases from involuntary to voluntary cases, negotiate and authorize the consummation of financings, sales and restructuring transactions, among other things, all subject to Bankruptcy Court approval if and as required.

(D) On March 6, 2013, the Bankruptcy Court approved an Agreed Order Appointing David Stetson as the Chief Restructuring Officer of the Debtors (the “CRO”) [D.E. 137] which Order was amended and restated by the Order entered on April 3, 2013 [D.E. 255].

(E) On November 6, 2013, the Debtors filed their Fourth Amended Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code, as it may be further amended, supplemented or revised (the “Plan”) and accompanying Disclosure Statement, as it may be further amended, supplemented or revised (the “Disclosure Statement”).¹

¹ All terms that are used but not defined herein shall have the meanings ascribed to them in the Plan.

(F) On November 8, 2013, the Bankruptcy Court confirmed the Plan by its Findings of Fact, Conclusions of Law, and Order Confirming the Debtors' Joint Plan of Reorganization Pursuant to Chapter 11 of the Bankruptcy Code.

(G) Among other things, the Plan provides for the creation of the Equity Commitment Escrow to (a) pay the Allowed (x) Administrative Claims (other than Claims for the Officers' and Banker's Payments), (y) portion of Priority Tax Claims that is not payable over time, and (z) portion of Other Secured Claims that is not payable over time, (b) pay the reasonable fees and expenses of the Equity Commitment Escrow Agent, and (c) provide for Disputed Administrative Claims, Disputed Priority Tax Claims and Disputed Other Secured Claims in accordance with the Plan.

(H) The Plan provides that on the Effective Date, the Debtors shall to transfer to the Equity Commitment Escrow Cash in the amount necessary to fund the payments which the Plan provides payments are to be made by the Equity Commitment Escrow.

(I) Escrow Agent has agreed to accept, hold, and disburse the funds deposited with it and the earnings thereon in accordance with the terms of this Escrow Agreement.

(J) The Parties hereto have entered into this Escrow Agreement in order to establish the escrow of funds and to effect the provisions of the Plan pertaining to the Equity Commitment Escrow.

STATEMENT OF AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

1. Definitions. The following terms shall have the following meanings when used herein:

"Escrow" shall mean the escrow established, maintained and administered in accordance with this Agreement.

"Escrow Funds" shall mean the funds deposited with Escrow Agent pursuant to Section 3 of this Agreement, together with any interest and other income thereon.

"Escrow Period" shall mean the period commencing on the date the Escrow Funds are received into escrow and shall end on the first day upon which all payments for which this Escrow is responsible, as provided in the Plan, inclusive of the payment of the Escrow Agent's reasonable fees and expenses and return of any unapplied portion of the Escrow Funds to the Reorganized Debtors as provided in the Plan, have been disbursed.

“Payable Claims” shall mean the Allowed (x) Administrative Claims, (y) portion of Priority Tax Claims that is not payable over time, and (z) portion of Other Secured Claims that is not payable over time, as set forth in Schedule B hereto.

“Plan” shall have the meaning specified in Recital E above.

“Plan Sponsor” means, collectively, New Trinity Coal, Inc., and New Resources Inc., which are each newly formed indirect wholly owned subsidiaries of EGFL, as defined in the Plan.

“Reorganized Debtors” means each of the Debtors as reorganized pursuant to and under the Plan, or any successor thereto, by merger, consolidation, or otherwise.

“Representative” shall mean David Stetson, in his capacity as Representative under this Agreement and not in his personal capacity, any other person specified by the Plan Sponsor whose contact information is provided in Section 14 hereof, or any other person designated in a writing signed by the Plan Sponsor’s authorized agent and delivered to Escrow Agent in accordance with the notice provisions of this Agreement, to act as its representative under this Agreement.

2. Appointment of and Acceptance by Escrow Agent. Debtors, pursuant to the Plan, hereby appoint Escrow Agent to serve as escrow agent hereunder. Escrow Agent hereby accepts such appointment and, upon receipt by wire transfer of the Escrow Funds in accordance with Section 3 below, agrees to hold, invest and disburse the Escrow Funds in accordance with this Agreement. The Escrow Agent may perform its duties through its agents, attorneys, custodians or nominees. The Escrow Agent may from time to time delegate to agents any of its functions under this Agreement.

3. Deposit of Escrow Funds. On the Effective Date, the Debtors shall transfer the Escrow Funds in the amount set forth on Schedule A hereto, by wire transfer of immediately available funds, to the account of the Escrow Agent referenced on Schedule A hereto. The Escrow Agent will not be under any duty to give the Escrow Funds held by it hereunder any greater degree of care than it gives its own similar property and will not be required to invest any funds held hereunder except as directed in accordance with this Agreement.

4. Disbursements of Escrow Funds. In order to disburse Escrow Funds at any time on or after the Effective Date, (A) (1) the Bankruptcy Court shall have issued an order approving an Allowed Payable Claim and (2) the Debtors shall deliver a certificate (the “Officer’s Certificate”) to the Escrow Agent, signed by the Representative, instructing the Escrow Agent to distribute the Escrow Funds as soon as reasonably practicable, and in no event later than seven (7) Business Days following the later of (i) the Effective Date and (ii) the date such Payable Claims are Allowed, to (a) pay the Allowed Payable Claims and (b) provide for Disputed Administrative Claims, Disputed Priority Tax Claims (other than the portion of Priority Tax Claims that is payable over time) and Disputed Other Secured Claims (other than the portion of Disputed Other Secured Claims that is payable over time) in accordance with the Plan and (B) in the sole determination of the Escrow Agent, to pay the reasonable fees and expenses of the Equity Commitment Escrow Agent and (C) upon certification of the Representative, to pay the

reasonable fees and expenses of the Representative. A form of the Officer's Certificate is attached as Schedule D hereto. The Representative is authorized to submit the Officer's Certificate to the Escrow Agent by e-mail and the Escrow Agent is authorized to rely upon such e-mail, without the need for an original signature to the Officer's Certificate to be delivered or provided.

Any unused funds remaining in the Escrow, after Escrow Agent's receipt of an Officer's Certificate to the effect that amounts to be paid from this Escrow have been paid in full or otherwise provided for in accordance with the Plan, shall be returned to the Reorganized Debtors in accordance with the instructions specified in Schedule C hereto, without any further instruction or direction from anyone, and this Escrow shall terminate on the seven (7) year anniversary of the date of such Officer's Certificate or an earlier date in the sole discretion of the Escrow Agent.

All disbursements of funds from the Escrow Funds shall be subject to the fees and claims of Escrow Agent and the Indemnified Parties (as defined below) pursuant to Section 9 below.

5. Suspension of Performance; Disbursement Into Court. If, at any time, there shall exist any dispute between Debtors and the Escrow Agent or the Representative with respect to the holding or disposition of all or any portion of the Escrow Funds or any other obligations of Escrow Agent hereunder, and the Escrow Agent is unable to determine, to Escrow Agent's sole satisfaction, the proper disposition of all or any portion of the Escrow Funds or Escrow Agent's proper actions with respect to its obligations hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

a. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the sole satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed (as the case may be).

b. petition (by means of an interpleader action or any other appropriate method) the Bankruptcy Court for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, all Escrow Funds, after deduction and payment to Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder.

Escrow Agent shall have no liability to Debtors or any other person with respect to any such suspension of performance or disbursement into the Bankruptcy Court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the Escrow Funds or any delay in or with respect to any other action required or requested of Escrow Agent.

6. Investment of Funds. The Escrow Agent is herein directed and instructed to initially invest and reinvest the Escrow Funds in the investment indicated on Schedule A hereto.

With the execution of this document, the parties hereto acknowledge receipt of any prospectuses and/or disclosure materials associated with the investment vehicle, either through means of hardcopy or via access to the website associated with the investment selected by the parties to this Agreement.

Without limiting the generality of the foregoing, it is hereby expressly agreed and stipulated by the parties hereto that the Escrow Agent shall not be required to exercise any discretion hereunder and shall have no duty to, or liability for its failure to, provide investment recommendations or advice to the other parties hereto.

7. Resignation of Escrow Agent. Escrow Agent may resign and be discharged from the performance of its duties hereunder at any time by giving fifteen (15) Business Days prior written notice to the Debtors and Representative specifying a date when such resignation shall take effect. Upon any such notice of resignation, the Representative shall appoint a successor Escrow Agent hereunder prior to the effective date of such resignation. The retiring Escrow Agent shall transmit all records pertaining to the Escrow Funds and shall pay all Escrow Funds to the successor Escrow Agent, after making copies of such records as the retiring Escrow Agent deems advisable and after deduction and payment to the retiring Escrow Agent of all fees and expenses (including court costs and attorneys' fees) payable to, incurred by, or expected to be incurred by the retiring Escrow Agent in connection with the performance of its duties and the exercise of its rights hereunder. After any retiring Escrow Agent's resignation, the provisions of this Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement. Any corporation or association into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of the Escrow Agent's corporate trust line of business may be transferred, shall be the Escrow Agent under this Agreement without further act.

8. Liability of Escrow Agent. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement nor shall it be charged with the knowledge of the terms of any such document, including without limitation, the Plan. The Escrow Agent shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to the Debtors. Escrow Agent's sole responsibility shall be for the safekeeping and disbursement of the Escrow Funds in accordance with the terms of this Agreement. Escrow Agent shall have no implied duties or obligations and shall not be charged with knowledge or notice of any fact or circumstance not specifically set forth herein. Escrow Agent may rely upon any notice, instruction, request or other instrument, not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall believe to be genuine may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. Escrow Agent shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds, any account in which Escrow Funds are deposited, this Agreement, or to appear in, prosecute or defend any such legal action or

proceeding. Escrow Agent may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any party hereto, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the opinion or instruction of such counsel. The Escrow Agent may pay, upon demand, the reasonable fees and expenses of any such counsel. The Escrow Agent shall not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and shall not be required to take any action which, in the Escrow Agent's sole and absolute judgment, could involve it in expense or liability unless furnished with security and indemnity which it deems, in its sole and absolute discretion, to be satisfactory. In the event Escrow Agent receives conflicting instructions hereunder, Escrow Agent shall be fully protected in refraining from acting until such conflict is resolved to the satisfaction of Escrow Agent.

The Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Escrow Funds, without determination by the Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds is at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel selected by it is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

9. Indemnification. The Debtors shall, to the fullest extent permitted by law, defend, indemnify and hold harmless Escrow Agent and each director, officer, employee, attorney, agent and affiliate of Escrow Agent and the Representative (collectively, the "Indemnified Parties") against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including without limitation reasonable attorneys' fees, costs and expenses) (collectively, the "Indemnity Claims") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, any federal or state securities laws, or under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; *provided, however*, that no Indemnified Party shall have the right to be indemnified hereunder for any liability finally determined by a court of competent jurisdiction, subject to no further appeal, to have resulted primarily from the gross negligence or willful misconduct of such Indemnified Party. An amount equal to \$50,000.00, which will be included in

the Escrow Funds to be deposited into the Escrow, shall be held by the Escrow Agent in a sub-reserve (the “Sub-Reserve”). The Sub-Reserve shall be used only for payment of the Indemnity Claims of the Indemnified Parties, if any.

Each Indemnified Party shall, in its sole discretion, have the right to select and employ separate counsel with respect to any action or claim brought or asserted against it, and the reasonable fees of such counsel shall be paid upon demand by the Debtors. The Escrow Agent shall have a first lien against the Escrow Funds to secure the obligations of the Debtors hereunder. The obligations of the Debtors under this Section 9 shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

The parties agree that neither the payment by Escrow Agent of any Indemnity Claim hereunder nor the disbursement of any amounts to Escrow Agent from the Escrow Funds in respect of an Indemnity Claim shall impair, limit, modify, or affect, as between the Debtors and Escrow Agent, the respective rights and obligations of Debtors on the one hand, and Escrow Agent, on the other hand, under the Plan. For the avoidance of doubt, neither the Plan Sponsor nor the Reorganized Debtors shall have any obligations to indemnify the Indemnified Parties against any actions, claims, losses, damages, liabilities, costs or expenses of any kind or nature whatsoever.

10. Liability of Representative. The Representative shall not be liable for any action taken or omitted by it in good faith except to the extent that a court of competent jurisdiction determines that the Representative’s gross negligence or willful misconduct was the primary cause of any loss to the Debtors. In no event shall Representative be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if the Representative has been advised of the likelihood of such loss or damage and regardless of the form of action. Representative shall not be obligated to take any legal action or commence any proceeding in connection with the Escrow Funds, any account in which Escrow Funds are deposited, this Agreement, or to appear in, prosecute or defend any such legal action or proceeding. Representative may consult legal counsel selected by the Representative in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of the Representative’s duties hereunder, or relating to any dispute involving any party hereto, and shall incur no liability and shall be fully indemnified from any liability whatsoever in acting in accordance with the opinion or instruction of such counsel. The Representative shall not be required to use the Representative’s own funds in the performance of any of the Representative’s obligations or duties or the exercise of any of its rights or powers, and shall not be required to take any action which, in the Representative’s sole and absolute judgment, could involve it in expense or liability unless furnished with security and indemnity which it deems, in its sole and absolute discretion, to be satisfactory. Notwithstanding anything herein to the contrary, nothing herein shall alter, limit or otherwise affect any of the releases, waivers, exculpation, or other protections from liability under the Plan for the benefit of any person, including the CRO, including in his capacity as the Representative.

11. Compensation to Escrow Agent and Representative.

a. Fees and Expenses. The Debtors shall compensate the Escrow Agent for its services hereunder in accordance with Schedule A attached hereto and, in addition, shall reimburse Escrow Agent for all of its reasonable out-of-pocket expenses, including attorneys' fees, travel expenses, telephone and facsimile transmission costs, postage (including express mail and overnight delivery charges), copying charges and the like. In the event Escrow Agent renders any extraordinary services in connection with the escrow account at the request of the parties, Escrow Agent shall be entitled to additional compensation therefor. Escrow Agent shall have a first lien against the Escrow Account to secure the obligations of Debtors hereunder. The terms of this paragraph shall survive termination of this Agreement. The additional provisions and information set forth on Schedule A are hereby incorporated by this reference, and form a part of this Agreement. All of the compensation and reimbursement obligations set forth in this Section 10 shall be payable from the Escrow Funds after ten (10) days written notice to the Debtors.

b. Disbursements from Escrow Funds to Pay Escrow Agent. The Escrow Agent is authorized to, and may, disburse to itself from the Escrow Funds, from time to time, the amount of any compensation and reimbursement of out-of-pocket expenses due and payable hereunder (including any amount to which Escrow Agent is entitled to seek indemnification pursuant to Section 9 hereof). Escrow Agent shall notify the Debtors, the Representative of any disbursement from the Escrow Funds to itself in respect of any compensation or reimbursement hereunder and shall furnish to the Representative copies of all related invoices and other statements.

c. Disbursements from Escrow Funds to Pay Representative. The Escrow Agent is authorized to, and may from time to time in accordance with one or more Officer's Certificate(s) directing such disbursement(s), disburse to the Representative from the Escrow Funds amounts to pay the Representative's invoice(s) for reasonable fees for serving as Representative under the Agreement at the rate of \$200 per hour plus out of pocket expenses reasonably incurred in connection with such services. Any such invoices shall be submitted to the Escrow Agent together with such Officer's Certificates with a copy of each to be promptly provided to the Reorganized Debtors.

d. Security and Offset. The Debtors hereby grant to Escrow Agent and the Indemnified Parties a security interest in and lien upon the Escrow Funds to secure all obligations hereunder, and Escrow Agent and the Indemnified Parties shall have the right to offset the amount of any compensation or reimbursement due any of them hereunder (including any claim for indemnification pursuant to Section 9 hereof) against the Escrow Funds. For the avoidance of doubt, neither the Plan Sponsor nor the Reorganized Debtors shall have any obligations to pay or reimburse any amounts related to the Escrow, including any claims for compensation or expense reimbursement by the Escrow Agent.

12. Representations and Warranties; Legal Opinions. The Debtors make the following representations and warranties to Escrow Agent:

(i) This Agreement has been duly approved by all necessary action, including any necessary shareholder or membership approval, has been executed by its duly authorized

officers, and constitutes its valid and binding agreement enforceable in accordance with its terms.

(ii) The execution, delivery, and performance of this Agreement is in accordance with the Plan and will not violate, conflict with, or cause a default under its articles of incorporation, articles of organization, bylaws, management agreement or other organizational document, as applicable, any applicable law or regulation, any court order or administrative ruling or decree to which it is a party or any of its property is subject, or any agreement, contract, indenture, or other binding arrangement, including without limitation the Plan, to which it is a party or any of its property is subject.

(iii) The Representative is duly appointed to act as the Representative hereunder without further consent or direction from, or notice to, any other party.

(iv) No party other than the parties hereto has, or shall have, any lien, claim or security interest in the Escrow Funds or any part thereof. No financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the Escrow Funds or any part thereof.

(v) All of their representations and warranties contained herein are true and complete as of the date hereof and will be true and complete at the time of any disbursement of the Escrow Funds.

13. Liability for Taxes. Except as otherwise set forth herein, the Escrow Agent does not have any interest in the Escrow Property deposited hereunder but is serving as escrow holder only and having only possession thereof. The Debtors will pay or reimburse the Escrow Agent upon request for any transfer taxes or other taxes relating to the Escrow Property incurred in connection herewith and will indemnify and hold harmless the Escrow Agent with respect to any amounts that it is obligated to pay in the way of such taxes, in each case to the reasonable satisfaction of the Escrow Agent. Any payments of income from the Escrow Account will be subject to United States federal withholding tax regulations then in force. The Debtors will complete and provide the Escrow Agent with appropriate W-9 forms for taxpayer identification number certifications, or W-8 forms for non-resident alien certifications, as requested. It is understood that the Escrow Agent will be responsible for income reporting only with respect to income earned on investment of funds which are a part of the Escrow Property and is not responsible for any other reporting. All interest or other income earned under this Agreement shall be allocated to the Debtors and reported, as and to the extent required by law, by the Escrow Agent to the Internal Revenue Service ("IRS"), or any other taxing authority, on IRS Form 1099 or 1042-S (or other appropriate form) as income earned from the Escrow Property by the Debtors whether or not said income has been distributed during such year. The Escrow Agent shall withhold any taxes it deems appropriate, including but not limited to required withholding in the absence of proper tax documentation, and shall remit such taxes to the appropriate authorities. The provisions of this Section 12 will survive the termination of this Agreement or the earlier resignation or removal of the Escrow Agent.

14. Consent to Jurisdiction and Venue. In the event that any party hereto commences a lawsuit or other proceeding relating to or arising from this Agreement, the parties hereto agree that the Bankruptcy Court shall have non-exclusive jurisdiction over any such proceeding. If such court lacks federal subject matter jurisdiction, the parties agree that the Supreme Court of the State of New York, within the County and City of New York (and to extent the jurisdictional limits have been met, the Commercial Division thereof) (the "New York Courts"), shall have non-exclusive jurisdiction. Any of these courts shall be proper venue for any such lawsuit or judicial proceeding and the parties hereto waive any objection to such venue. The parties hereto consent to and agree to submit to the jurisdiction of any of the courts specified herein and agree to accept service of process to vest personal jurisdiction over them in any of these courts. Notwithstanding the foregoing, with respect to any matter involving the Agreement or the Escrow Agent, the Bankruptcy Court (if available) and the New York Courts shall have exclusive jurisdiction. AS A SPECIFICALLY BARGAINED INDUCEMENT FOR EACH OF THE PARTIES TO ENTER INTO THIS ESCROW AGREEMENT (EACH PARTY HAVING HAD AN OPPORTUNITY TO CONSULT COUNSEL), EACH PARTY EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING RELATING TO OR ARISING IN ANY WAY FROM THIS ESCROW AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREIN.

15. Notice. All notices, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed to have been given when the writing is delivered if given or delivered by hand, overnight delivery service or facsimile (with confirmed receipt) to the address or facsimile number as follows, or to such other address as each party may designate for itself by like notice, and shall be deemed to have been given on the date deposited in the mail, if mailed, by first-class, registered or certified mail, postage prepaid, addressed as follows, or to such other address as each party may designate for itself by like notice.

If to the Debtors:

Trinity Coal Corp.
4978 Teays Valley Road
Scott Depot, WV 25560
Att.: Mr. David Stetson
Telephone: (304) 204-1455
Facsimile: (304) 204-1456

and

Mr. David Stetson
Via e-mail only: gencounsel@hotmail.com

with a copy to:

Curtis, Mallet-Prevost, Colt & Mosle LLP
Attention: Steven J. Reisman and Jerrold L. Bregman

101 Park Avenue, 35th Floor
New York, NY 10178-0061
Telephone: (212) 696-6000
Facsimile: (212) 697-1559

If to the Representative:

Mr. David Stetson
Via e-mail only: gencounsel@hotmail.com

with a copy to:

Curtis, Mallet-Prevost, Colt & Mosle LLP
Attention: Steven J. Reisman and Jerrold L. Bregman
101 Park Avenue, 35th Floor
New York, NY 10178-0061
Telephone: (212) 696-6000
Facsimile: (212) 697-1559

If to the Reorganized Debtors:

New Trinity Coal Inc. (NTCI)
c/o Essar Americas
277 Park Avenue FL 35
New York, NY 10172
Attn: General Counsel
Telephone: (212) 292-2618
Email: esml.legal@essar.com

with a copy to:

Shearman & Sterling LLP
Attention: Andrew V. Tenzer and Robert Britton
599 Lexington Avenue
New York, NY 10022-6069
Telephone: (212) 848-4000
Facsimile: (212) 848-7179

If to the Escrow Agent:

Wilmington Trust, National Association
Attention: Joe Feil
Rodney Square North
1100 North Market Street
Mail Code DE3-C050
Wilmington, DE 19890
Telephone: 302-636-6466
Facsimile: 302-636-4145
Email: Jfeil@wilmingtontrust.com

with a copy to:

Ropes & Gray LLP
Attention: Stephen M. Kruse
1211 Avenue of the Americas
New York, NY 10036-8704
Telephone: (212) 596-9000
Facsimile: (212) 296-9090

16. Amendment or Waiver. This Agreement may be changed, waived, discharged or terminated only by a writing signed by the Representative and Escrow Agent. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on any one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

17. Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

18. Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of New York without giving effect to the conflict of laws principles thereof.

19. Entire Agreement. Except as set forth in the Plan, this Agreement, this Agreement constitutes the entire agreement between the parties relating to the holding, investment and disbursement of the Escrow Funds and sets forth in their entirety the obligations and duties of Escrow Agent with respect to the Escrow Funds.

20. Binding Effect. All of the terms of this Agreement, as amended from time to time, shall be binding upon, inure to the benefit of and be enforceable by the respective successors and assigns of Debtors and Escrow Agent.

21. Execution in Counterparts. This Agreement and any direction pursuant to this Agreement may be executed in two or more counterparts, and delivered via Federal Express, facsimile, or electronic delivery, which when so executed and delivered shall constitute one and the same agreement or direction.

22. Termination. This Agreement shall terminate on the anniversary of the earlier to occur of (i) the date of disbursement of all amounts in the Escrow Funds, or (ii) the disbursement of all amounts in the Escrow Funds into court pursuant to Section 5 or Section 8 hereof and Escrow Agent shall have no further obligation or liability whatsoever with respect to this Agreement or the Escrow Funds.

23. Dealings. The Escrow Agent and any stockholder, director, officer or employee of the Escrow Agent may buy, sell, and deal in any of the securities of the Debtors and become pecuniarily interested in any transaction in which the Debtors may be interested, and contract and lend money to the Debtors and otherwise act as fully and freely as though it were not Escrow Agent under this Agreement. Nothing herein shall preclude the Escrow Agent from acting in any other capacity for the Debtors or for any other entity.

24. Brokerage Confirmations. The parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the escrow, the parties waive receipt of such confirmations, to the extent permitted by law. The Escrow Agent shall furnish a statement of security transactions on its regular monthly reports. This language eliminates the need to send investment confirmations each time a trade is executed in the escrow account, and also eliminates the need for a separate letter from the Debtors waiving this requirement.

25. No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties to confer third-party beneficiary rights upon any other Person.

26. Disputes Between Escrow Agent and Debtors. Notwithstanding anything to the contrary contained in this Agreement, in the event of any conflict or inconsistency between the provisions of this Agreement and the Plan as between the Escrow Agent and the Debtors, the provisions of the Plan shall apply and prevail as between the Escrow Agent and the Debtors.

[Signature Page Follows]

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

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Escrow Agent

By: _____

Name: 

Title: Joseph B. Feil
Vice President

TRINITY COAL CORPORATION and its following affiliates: TPC; Trinity Coal Marketing, LLC; Little Elk Mining Company, LLC; Trinity Coal Partners LLC; Hughes Creek Terminal LLC; Bear Fork Resources, LLC; Banner Coal Terminal LLC; Falcon Resources LLC; Frasure Creek Mining, LLC; Prater Branch Resources LLC; Deep Water Resources, LLC; North Springs Resources, LLC; Levisa Fork Resources, LLC; Trinity RMG Holdings LLC; and RMG, Inc.

By: _____

Name: David Stetson


Title: Chief Restructuring Officer
Of the Debtors

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

**WILMINGTON TRUST, NATIONAL
ASSOCIATION,**
as Escrow Agent

By: _____
Name:
Title:

TRINITY COAL CORPORATION and its following affiliates: TPC; Trinity Coal Marketing, LLC; Little Elk Mining Company, LLC; Trinity Coal Partners LLC; Hughes Creek Terminal LLC; Bear Fork Resources, LLC; Banner Coal Terminal LLC; Falcon Resources LLC; Frasure Creek Mining, LLC; Prater Branch Resources LLC; Deep Water Resources, LLC; North Springs Resources, LLC; Levisa Fork Resources, LLC; Trinity RMG Holdings LLC; and RMG, Inc.

By: 
Name: David Stetson
Title: Chief Restructuring Officer
Of the Debtors

SCHEDULE A

1. Escrow Funds.

Escrow Funds amount: \$794,382.23

Escrow Funds wiring instructions:



2. Escrow Agent Fees.

Legal and General Expenses:	\$6,500.00
Annual Escrow Fee:	\$3,500.00*
TOTAL	\$10,000.00

The Acceptance Fee and the Annual Escrow Fee are payable upon execution of the Agreement. In the event the Escrow is not funded, the Acceptance Fee and all related expenses, including attorneys' fees, remain due and payable, and if paid, will not be refunded. Annual fees cover a full year in advance, or any part thereof, and thus are not pro-rated in the year of termination.

The fees quoted in this schedule apply to services ordinarily rendered in the administration of an Escrow and are subject to reasonable adjustment based on final review of documents, or when the Escrow Agent is called upon to undertake unusual duties or responsibilities, or as changes in law, procedures, or the cost of doing business demand. Services in addition to and not contemplated in this Agreement, including, but not limited to, document amendments and revisions, non-standard cash and/or investment transactions, calculations, notices and reports, and legal fees, will be billed as extraordinary expenses.

Unless otherwise indicated, the above fees relate to the establishment of one escrow account. Additional sub-accounts governed by the same Agreement may incur an additional charge. Transaction costs include charges for wire transfers, checks, internal transfers and securities transactions.

3. Investment Instructions Escrow Agent shall invest the Escrow Account pursuant to written directions of Representative, and in the absence of such directions, Escrow Agent shall hold such funds in a U.S. denominated non-interest bearing deposit account.

* The amount of the Annual Escrow Fee shall equal \$3,500.00 per year for so long as the Escrow Funds remain in the Escrow Account and, thereafter, the amount of the Annual Escrow Fee shall equal \$1000.00 for maintenance of the Sub-Reserve per year until termination of this Agreement.

SCHEDULE B

EQUITY COMMITMENT ESCROW - SCHEDULE B (PAYABLE CLAIMS)

BY CHECK

CLAIM NUMBER	NAME	AMOUNT	ADDRESS1	ADDRESS2	CITY	STATE	ZIP
37	STANDARD HYDRAULICS, INC.	\$23,005.47	P.O. BOX 446		SCOTT DEPOT	WV	25560
	WHAYNE SUPPLY	\$20,000.00	1400 CECILE AVENUE	ATTN: KEVIN LEE	LOUISVILLE	KY	40211
38	BLACKSTONE RESOURCES, INC.	\$11,725.00	176 BARNWOOD DRIVE, SUITE A		EDGEWOOD	KY	41017
64	LYONS, STEVE	\$687.50	1211 RIVERHAVEN RD		CLENDENIN	WV	25045
70	ACCURATE SURVEYING, INC.	\$529.05	32 MANNING DRIVE		SOUTH CHARLESTON	WV	25309
120	XYLEM DEWATERING SOLUTIONS INC.	\$13,836.38	84 FLOODGATE ROAD		BRIDGEPORT	NJ	08014
131	SAULS SEISMIC, INC.	\$2,481.56	3710 4TH AVENUE SOUTH		BIRMINGHAM	AL	35222
155	PAGE-KINCAID PUBLIC SERVICE DISTRICT	\$1,387.80	PO BOX 165	ROUTE 61	KINCAID	WV	25119-0165
158	CBC ENGINEERS & ASSOCIATES, LTD.	\$9,674.62	112 DENNIS DRIVE		LEXINGTON	KY	40503
194	PARDEE MINERALS, LLC	\$8,102.90	1717 ARCH STREET, 33RD FLOOR		PHILADELPHIA	PA	19103
242.01	AMERICAN FACTORS CORP.	\$66,057.25	2323 BRYAN ST., STE 2121		DALLAS	TX	75201
242.02	AMERICAN FACTORS CORP.	\$83,270.00	2323 BRYAN ST., STE 2121		DALLAS	TX	75201
274	PRECISION PRODUCT TECHNOLOGIES	\$11,600.67	325 HEDGEROW COURT		KINGSPORT	TN	37663
283	TALON LOADOUT COMPANY	\$22,524.00	ONE ALPHA PLACE, P.O. BOX 16429	ATTN: NICHOLAS S. JOHNSON	BRISTOL	VA	24209
	DEPARTMENT OF REVENUE, COMMONWEALTH OF KENTUCKY	\$350,000.00	P.O. BOX 5222	ATTN: STEPHEN J. CRAWFORD, ESQ., ASSISTANT GENERAL COUNSEL	FRANKFORT	KY	40602

SCHEDULE C

Wire instructions for returning any unused portion
of the Escrow Funds to the Reorganized Debtors



SCHEDULE D

Form of Officer's Certificate

OFFICER'S CERTIFICATE

To: WILMINGTON TRUST, NATIONAL ASSOCIATION

From: David Stetson, the Representative

Date: _____

Reference is hereby made to that certain Agreement For Equity Commitment Escrow dated as of January 31, 2014 (the "Agreement"), by and among Trinity Coal Corporation and its affiliated debtors party thereto (collectively, the "Debtors") and Wilmington Trust, National Association, a national banking association, as Escrow Agent thereunder ("Escrow Agent"). All terms used in this certificate have the meanings given to such terms in the Escrow Agreement.

The undersigned, the Representative (as defined in the Agreement) hereby certifies to the Escrow Agent pursuant to Section 4 of the Escrow Agreement that the Bankruptcy Court has issued an order on [*insert date*] (the "Bankruptcy Court Order") approving one of the following:

1. To pay by check as soon as reasonably practicable, and in no event later than seven (7) Business Days following the Effective Date, the Allowed Payable Claims listed on Schedule B to the Escrow Agreement;
2. To pay the fees and expenses of the Equity Commitment Escrow Agent in the amount of \$[] in accordance with the wire transfer instructions set forth therein, for which no Bankruptcy Court Order is required; and
3. To pay the reasonable fees and expenses of the Representative of \$[], for which no Bankruptcy Court Order is required.

It is understood and acknowledged that the undersigned is executing this certificate not in an individual capacity but solely in his capacity as the Representative appointed pursuant to the Escrow Agreement and is without any personal liability as to the matters contained in this certificate.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF, the undersigned has executed this certificate as of the date first written above.

By: _____
Name: David Stetson
Title: Representative