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

FORM 10-Q

(Mark One)

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

For the quarterly period ended June 30, 2018

or

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

For the transition period from to

Commission File Number: 001-38003

RAMACO RESOURCES, INC.

(Exact name of registrant as specified in its charter)

Delaware	**38-4018838**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
250 West Main Street, Suite 1800 **Lexington, Kentucky** (Address of principal executive offices)	**40507** (Zip code)

(859) 244-7455
(Registrant's telephone number, including area code)

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☐
Emerging growth company	☒		

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

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of August 3, 2018, the registrant had 40,082,467 shares of common stock outstanding.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q (the "Quarterly Report") includes "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements, other than statements of historical fact included in this report, regarding our strategy, future operations, financial position, estimated revenues, projected costs, prospects, plans and objectives of management are forward-looking statements. When used in this Quarterly Report, the words "could," "believe," "anticipate," "intend," "estimate," "expect," "project" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain such identifying words. These forward-looking statements are based on management's current expectations and assumptions about future events and are based on currently available information as to the outcome and timing of future events. When considering forward-looking statements, you should keep in mind the risk factors and other cautionary statements described under, but not limited to, the heading "Item 1A. Risk Factors" and elsewhere in the Annual Report of Ramaco Resources, Inc. (the "Company") on Form 10-K for the year ended December 31, 2017 (the "Annual Report") and other filings with the Securities and Exchange Commission ("SEC").

Forward-looking statements may include statements about:

- anticipated production levels, costs, sales volumes and revenues;
- timing for completion of major capital projects;
- economic conditions in the steel industry generally;
- economic conditions in the metallurgical coal industry generally;
- expected costs to develop planned and future mining operations, including the costs to construct necessary processing and transport facilities;
- estimated quantities or quality of our metallurgical coal reserves;
- our expectations relating to dividend payments and our ability to make such payments;
- our ability to obtain additional financing on favorable terms, if required, to complete the acquisition of additional metallurgical coal reserves as currently contemplated or to fund the operations and growth of our business;
- maintenance, operating or other expenses or changes in the timing thereof;
- financial condition and liquidity of our customers;
- competition in coal markets;
- the price of metallurgical coal and/or thermal coal;
- compliance with stringent domestic and foreign laws and regulations, including environmental, climate change and health and safety regulations, and permitting requirements, as well as changes in the regulatory environment, the adoption of new or revised laws, regulations and permitting requirements;
- potential legal proceedings and regulatory inquiries against us;
- impact of weather and natural disasters on demand, production and transportation;
- purchases by major customers and our ability to renew sales contracts;
- credit and performance risks associated with customers, suppliers, contract miners, co-shippers and trading, banks and other financial counterparties;
- geologic, equipment, permitting, site access, operational risks and new technologies related to mining;
- transportation availability, performance and costs;
- availability, timing of delivery and costs of key supplies, capital equipment or commodities such as diesel fuel, steel, explosives and tires;
- timely review and approval of permits, permit renewals, extensions and amendments by regulatory authorities; and
- the other risks identified in this Quarterly Report that are not historical.

We caution you that these forward-looking statements are subject to a number of risks, uncertainties and assumptions, which are difficult to predict and many of which are beyond our control, incident to the development, production, gathering and sale of coal. Moreover, we operate in a very competitive and rapidly changing environment and new risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. Although we believe that our plans, intentions and expectations reflected in or suggested by the forward-looking statements we make in this Quarterly Report are reasonable, we can give no assurance that these plans, intentions or expectations will be achieved or occur, and actual results could differ materially and adversely from those anticipated or implied in the forward-looking statements. Given these risks and uncertainties, investors should not place undue reliance on forward-looking statements as a prediction of actual results.

All forward-looking statements, expressed or implied, included in this report are expressly qualified in their entirety by this cautionary statement and speak only as of the date of this Quarterly Report. This cautionary statement should also be considered in connection with any subsequent written or oral forward-looking statements that we or persons acting on our behalf may issue.

Except as otherwise required by applicable law, we disclaim any duty to update any forward-looking statements, all of which are expressly qualified by the statements in this section, to reflect events or circumstances after the date of this report.

PART I - FINANCIAL INFORMATION

Item 1. ***Financial Statements***

Ramaco Resources, Inc.
Unaudited Condensed Consolidated Balance Sheets

	June 30, 2018	December 31, 2017
Assets		
Current assets		
Cash and cash equivalents	$ 5,911,310	$ 5,934,043
Short-term investments	—	5,199,861
Accounts receivable	28,265,692	7,165,487
Inventories	11,294,596	10,057,787
Prepaid expenses	2,870,297	1,104,437
Total current assets	48,341,895	29,461,615
Property, plant and equipment, net	136,574,558	115,450,841
Advanced coal royalties	2,785,748	2,867,369
Other assets	524,648	318,206
Total Assets	$ 188,226,849	$ 148,098,031
Liabilities and Stockholders' Equity		
Liabilities		
Current liabilities		
Accounts payable	$ 20,062,221	$ 19,532,531
Accrued expenses	8,824,787	2,821,422
Asset retirement obligations	512,997	70,616
Notes payable, net	14,758,593	—
Other	361,918	—
Total current liabilities	44,520,516	22,424,569
Deferred tax liability	1,385,717	—
Asset retirement obligations	12,208,126	12,276,176
Total liabilities	58,114,359	34,700,745
Commitments and contingencies	—	—
Stockholders' Equity		
Preferred stock, $0.01 par value, 50,000,000 shares authorized, none issued and outstanding	—	—
Common stock, $0.01 par value, 260,000,000 shares authorized, 40,082,467 and 39,559,366 shares issued and outstanding, respectively	400,825	395,594
Additional paid-in capital	149,533,523	148,293,263
Accumulated deficit	(19,821,858)	(35,291,571)
Total stockholders' equity	130,112,490	113,397,286
Total Liabilities and Stockholders' Equity	$ 188,226,849	$ 148,098,031

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Ramaco Resources, Inc.
Unaudited Condensed Consolidated Statements of Operations

	Three months ended June 30,		Six months ended June 30,	
	2018	2017	2018	2017
Revenues	$ 65,278,057	$ 11,073,502	$ 121,221,205	$ 22,611,774
Cost and expenses				
Cost of sales (exclusive of items shown separately below)	47,860,149	11,774,961	92,190,994	22,620,873
Other operating costs and expenses	—	96,690	—	113,990
Asset retirement obligation accretion	123,467	101,276	246,935	202,553
Depreciation and amortization	2,955,382	310,889	5,392,882	467,016
Selling, general and administrative	3,692,254	2,499,280	7,123,398	6,100,643
Total cost and expenses	54,631,252	14,783,096	104,954,209	29,505,075
Operating income (loss)	10,646,805	(3,709,594)	16,266,996	(6,893,301)
Interest and dividend income	1,998	100,343	3,234	216,772
Other income	512,693	121,492	1,002,008	118,235
Interest expense	(315,761)	(212)	(416,919)	(22,820)
Income (loss) before taxes	10,845,735	(3,487,971)	16,855,319	(6,581,114)
Income tax expense	642,299	—	1,385,606	—
Net income (loss)	$ 10,203,436	$ (3,487,971)	$ 15,469,713	$ (6,581,114)
Basic and diluted earnings (loss) per share				
Basic	$ 0.25	$ (0.09)	$ 0.39	$ (0.18)
Diluted	$ 0.25	$ (0.09)	$ 0.38	$ (0.18)
Weighted average common shares outstanding				
Basic	40,082,467	39,072,394	39,994,386	35,592,366
Diluted	40,339,749	39,072,394	40,241,917	35,592,366

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Ramaco Resources, Inc.
Unaudited Condensed Consolidated Statements of Cash Flows

	Six months ended June 30,	
	2018	**2017**
Cash flows from operating activities		
Net income (loss)	$ 15,469,713	$ (6,581,114)
Adjustments to reconcile net income (loss) to net cash from operating activities		
Accretion of asset retirement obligations	246,935	202,553
Depreciation and amortization	5,392,882	467,016
Amortization of debt issuance costs	187,133	—
Stock-based compensation	1,245,491	2,145,333
Deferred income tax expense	1,385,717	—
Changes in operating assets and liabilities		
Accounts receivable	(21,100,205)	(955,189)
Prepaid expenses	(976,939)	(378,068)
Inventories	(1,236,809)	(896,394)
Advanced coal royalties	81,621	(732,748)
Other assets and liabilities	(206,442)	(170,396)
Accounts payable	1,340,412	7,198,796
Accrued expenses	6,281,174	(789,288)
Net cash from operating activities	8,110,683	(489,499)
Cash flow from investing activities		
Purchases of property, plant and equipment	(27,477,734)	(41,735,270)
Purchase of investment securities	—	(14,913,824)
Proceeds from maturities of investment securities	5,199,861	25,507,767
Net cash from investing activities	(22,277,873)	(31,141,327)
Cash flows from financing activities		
Proceeds from issuance of common stock	—	47,709,000
Payments of equity offering costs	—	(1,755,687)
Repayments to Ramaco Coal, LLC	—	(10,629,275)
Repayments of financed insurance payable	(427,003)	(127,048)
Proceeds from notes payable	13,000,000	—
Proceeds from notes payable to related party	3,000,000	—
Payment of debt issuance costs	(428,540)	—
Repayment of note payable	(1,000,000)	(500,000)
Payment of distributions	—	(5,405,064)
Net cash from financing activities	14,144,457	29,291,926
Net change in cash and cash equivalents	(22,733)	(2,338,900)
Cash and cash equivalents, beginning of period	5,934,043	5,196,914
Cash and cash equivalents, end of period	$ 5,911,310	$ 2,858,014

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Ramaco Resources, Inc.
Unaudited Condensed Consolidated Statements of Cash Flows (continued)

	Six months ended June 30,	
	2018	**2017**
Supplemental cash flow information		
Cash paid for interest	$ 339,631	$ 81,303
Cash paid for taxes	—	—
Non-cash investing and financing activities		
Capital expenditures included in accounts payable and accrued expenses	(1,088,531)	6,604,365
Financed insurance	788,921	—
Additional asset retirement obligations acquired or incurred	127,396	478,921
Accretion – Series A preferred units	—	123,825

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Ramaco Resources, Inc.
Notes to Unaudited Condensed Consolidated Financial Statements

NOTE 1—DESCRIPTION OF BUSINESS

Ramaco Resources, Inc. is a Delaware corporation formed in October 2016. Our principal corporate offices are located in Lexington, Kentucky. Through our wholly-owned subsidiary, Ramaco Development, LLC, we are an operator and developer of high-quality, low-cost metallurgical coal in southern West Virginia, southwestern Virginia, and southwestern Pennsylvania.

Pursuant to the terms of a corporate reorganization ("Reorganization") that was completed in connection with the closing of our initial public offering ("IPO") on February 8, 2017, all the interests in Ramaco Development, LLC were exchanged for our newly issued common shares and as a result, Ramaco Development, LLC became our wholly-owned subsidiary. The terms "the Company," "we," "us," "our," and similar terms when used in the present tense, prospectively or for periods since our Reorganization, refer to Ramaco Resources, Inc. and its subsidiaries, and for historical periods prior to our Reorganization refer to Ramaco Development LLC and its subsidiaries. Intercompany balances and transactions between consolidated entities are eliminated.

NOTE 2—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation—These interim financial statements are unaudited and have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC") regarding interim financial reporting. Certain disclosures have been condensed or omitted from these financial statements. Accordingly, they do not include all the information and notes required by accounting principles generally accepted in the United States of America ("GAAP") for complete consolidated financial statements, and should be read in conjunction with the audited consolidated financial statements and notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2017.

In the opinion of management, the accompanying unaudited condensed consolidated financial statements include all adjustments, consisting of normal recurring adjustments, necessary to fairly present the financial position as of, and the results of operations for, all periods presented. In preparing the accompanying financial statements, management has made certain estimates and assumptions that affect reported amounts in the condensed consolidated financial statements and disclosures of contingencies. Actual results may differ from those estimates. The results for interim periods are not necessarily indicative of annual results. Certain reclassifications have been made to the prior period's consolidated financial statements and related footnotes to conform them to the current period presentation.

Revenue Recognition—Our primary source of revenue is from the sale of coal through contracts with steel producers usually having durations of less than one year. In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09, *Revenue from Contracts with Customers*. This new standard supersedes nearly all existing revenue recognition guidance under U.S. GAAP. The core principle of ASU 2014-09 is to recognize revenues in a way that depicts the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods or services. We adopted ASU 2014-09, *Revenue from Contracts with Customers,* on January 1, 2018 using the modified retrospective method. Before adoption of the new standard, revenue was recognized when risk of loss passed to our customer. The timing of revenue recognition for our coal sales remained consistent between the new and previous standards. There was no material impact on our consolidated financial statements from adopting the new standard but we have expanded disclosure about our revenues.

For periods subsequent to January 1, 2018, revenue is recognized when performance obligations under the terms of a contract with our customers are satisfied. This occurs when control of the coal is transferred to our customers. For coal shipments to domestic customers via rail, control is generally transferred when the railcar is loaded. Control is transferred for export coal shipments to customers via ocean vessel when the vessel is loaded at the port.

Our coal sales generally include up to 90-day payment terms following the transfer of control of the goods to our customer. In the case of some of our foreign customers, our contracts also require that letters of credit are posted to secure payment of any outstanding receivable to the Company. We do not include extended payment terms in our contracts. Our contracts with customers typically provide for minimum specifications or qualities of the coal we deliver. Variances from these specifications or qualities are settled by means of price adjustments. Generally, these price adjustments are settled within 30 days of delivery and are small.

Earnings per Share—Basic earnings per share is calculated using our weighted-average outstanding common shares. Diluted earnings per share is calculated using our weighted-average outstanding common shares including the dilutive effect of stock option awards as determined under the treasury stock method. In periods when we have a net loss, stock option awards are excluded from our calculation of earnings per share as their inclusion would have an antidilutive effect.

Financial Instruments—Our financial assets and liabilities consist of cash, accounts receivable, investments, accounts payable and notes payable. The fair values of these instruments approximate their carrying amounts at each reporting date.

We invested excess cash amounts before its planned expenditure for capital projects in highly-rated securities with the primary objective of achieving competitive low risk interest rate return, while minimizing the potential risk of principal loss. Fair values were determined for each individual security based on observable inputs other than quoted prices in active markets for identical assets and liabilities, quoted prices for identical or similar assets or liabilities in inactive markets, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the securities. The difference between the carrying amount and fair value of these securities was not material.

Nonrecurring fair value measurements include asset retirement obligations, the estimated fair value of which is calculated as the present value of estimated cash flows related to its reclamation liabilities using Level 3 inputs. The significant inputs used to calculate such liabilities include estimates of costs to be incurred, the Company's credit adjusted discount rate, inflation rates and estimated date of reclamation.

Concentrations—During the three and six months ended June 30, 2018, sales to six customers accounted for approximately 79% and 75% of total revenue, respectively. The total balance due from these customers at June 30, 2018 was approximately 71% of total accounts receivable. During the three months ended June 30, 2017, sales to five customers accounted for approximately 87% of total revenue. During the six months ended June 30, 2017, sales to four customers accounted for approximately 73% of total revenue.

Recent Accounting Pronouncements—In February 2016, the FASB issued ASU 2016-02, *Leases*, which aims to make leasing activities more transparent and comparable and requires substantially all leases be recognized by lessees on their balance sheet as a right-of-use asset and corresponding lease liability, including leases currently accounted for as operating leases. This ASU is effective for all interim and annual reporting periods beginning after December 15, 2019, with early adoption permitted. We expect to adopt ASU 2016-02 beginning January 1, 2019 and are assessing the impact that this new guidance is expected to have on our financial statements and related disclosures.

In September 2016, the FASB issued ASU 2016-13, *Financial Instruments-Credit Losses*. ASU 2016-13 was issued to provide more decision-useful information about the expected credit losses on financial instruments and changes the loss impairment methodology. ASU 2016-13 is effective for reporting periods beginning after December 15, 2019 using a modified retrospective adoption method. A prospective transition approach is required for debt securities for which an other-than-temporary impairment had been recognized before the effective date. We are currently assessing the impact this accounting standard will have on our financial statements and related disclosures.

In May 2017, the FASB issued ASU 2017-09, *Modification Accounting for Share-Based Payment Arrangements*. The standard amends the scope of modification accounting for share-based payment arrangements and provides guidance on the types of changes to the terms or conditions of share-based payment awards to which an entity would be required to apply modification accounting under ASC 718. The new standard is effective for fiscal years beginning after December 15, 2017. There was no impact on the financial statements of adopting this new standard on January 1, 2018.

NOTE 3—PROPERTY, PLANT AND EQUIPMENT

The Company's property, plant and equipment consist of the following:

	June 30, 2018	December 31, 2017
Plant and equipment at cost	$ 97,470,650	$ 80,454,977
Construction in process	12,032,525	7,625,855
Capitalized mine development cost	35,870,022	30,775,765
Less accumulated depreciation and amortization	(8,798,639)	(3,405,756)
Total property, plant and equipment, net	$ 136,574,558	$ 115,450,841

During the three months ended June 30, 2018, depreciation expense related to our plant and equipment totaled $2.3 million and amortization of our capitalized development expenses totaled $0.6 million. During the three months ended June 30, 2017, depreciation expense related to our plant and equipment totaled $0.2 million and amortization of our capitalized development expenses totaled $0.1 million.

During the six months ended June 30, 2018, depreciation expense related to our plant and equipment totaled $4.4 million and amortization of our capitalized development expenses totaled $1.0 million. During the six months ended June 30, 2017, depreciation expense related to our plant and equipment totaled $0.4 million and amortization of our capitalized development expenses totaled $0.1 million.

Capitalized amounts related to coal reserves at properties where we are not currently engaged in mining operations totaled $6.1 million as of June 30, 2018 and $8.7 million as of December 31, 2017.

NOTE 4—DEBT

In February 2018, we borrowed $6.0 million under a six-month note from an unrelated third-party lender in order to manage accounts receivable. The note is secured by a portion of our mobile mining equipment (the "Equipment Note"). Interest accrues monthly at 8.5% or 30-day LIBOR plus 6.9%, whichever is greater. The Equipment Note originally had a maturity date of August 31, 2018. During July 2018, the Company secured a four-month extension of the Equipment Note. The outstanding principal balance is due on December 31, 2018 but may be prepaid without penalty at any time. Issuance costs incurred with the Equipment Note totaled $0.3 million and are deferred and amortized over the term of the debt using the interest method. Debt issuance costs are presented in the condensed consolidated balance sheet as a direct deduction from the carrying amount of the liability. During the six months ended June 30, 2018, we repaid $1 million under this note. As of June 30, 2018, the outstanding principle balance was $5.0 million and carrying amount was $4.9 million, net of unamortized debt issuance costs.

In May 2018, we borrowed $3.0 million from Ramaco Coal, LLC, a related party, also to manage accounts receivable. Interest accrues monthly at 10.0%. The outstanding principal balance is currently due on August 15, 2018 but may be prepaid without penalty at any time. We are in discussions to extend the maturity of this obligation until November 15, 2018. As of June 30, 2018, the outstanding principal balance and carrying amount was $3.0 million.

In June 2018, we borrowed an additional $7.0 million under a six-month note from the same unrelated third-party lender in order to manage accounts receivable (the "Additional Equipment Note"). The Additional Equipment Note is also secured by the same mobile mining equipment as the Equipment Note. Interest accrues monthly at 8.5% or 30-day LIBOR plus 6.9%, whichever is greater. The outstanding principal balance is due on December 31, 2018 but may be prepaid without penalty at any time. Issuance costs incurred with the Additional Equipment Note totaled $0.2 million and are deferred and amortized over the term of the debt using the interest method. As of June 30, 2018, the outstanding principal balance was $7.0 million and carrying amount was $6.8 million, net of unamortized debt issuance costs.

NOTE 5—EQUITY

As of June 30, 2018, we had 40,082,467 shares of common stock outstanding.

Stock-Based Compensation

We have a stock-based compensation plan under which stock options, restricted stock, performance shares and other stock-based awards may be granted. At June 30, 2018, 5.9 million shares were available under the current plan for future awards.

Total compensation costs recognized for all stock-based compensation was $0.7 million for the three months ended June 30, 2018. No equity-based compensation expense was recognized for the three months ended June 30, 2017. Total compensation costs recognized for all stock-based compensation was $1.2 million and $2.1 million for the six months ended June 30, 2018 and 2017, respectively.

Share Options – A total of 937,424 options for the purchase of shares of the Company's common stock were granted to two executives on August 31, 2016 at a purchase price of $5.34 per share. Stock-based compensation expense totaling $2.1 million was recognized during the six months ended June 30, 2017 for the accelerated vesting of these options in our IPO. The options have a ten-year term from the grant date. The options remain outstanding and unexercised at June 30, 2018 and are in-the-money.

Restricted Shares—We grant restricted stock to certain senior executives, key employees and directors. The shares vest over one to three years from the date of grant. During the vesting period, the participants have voting rights and may receive dividends, but the shares may not be sold, assigned, transferred, pledged or otherwise encumbered. Additionally, granted but unvested shares are forfeited upon termination of employment, unless an employee enters into another written arrangement with the Company. The fair value of the restricted shares on the date of the grant is amortized ratably over the service period. Compensation expense related to these awards totaled $0.7 million and $1.2 million for the three and six months ended June 30, 2018, respectively. There was no expense for restricted share awards for the three and six-month periods ended June 30, 2017. As of June 30, 2018, there was $5.2 million of total unrecognized compensation cost related to unvested restricted stock to be recognized over a weighted-average period of 1.9 years.

The following table summarizes restricted awards outstanding as of June 30, 2018, as well as activity during the period:

	Shares	Weighted Average Grant Date Fair Value
Outstanding at December 31, 2017	471,017	$ 5.87
Granted	528,683	8.03
Vested	—	—
Forfeited	(5,582)	6.27
Outstanding at June 30, 2018	994,118	$ 7.02

NOTE 6—COMMITMENTS AND CONTINGENCIES

Surety Bond

As of June 30, 2018, our asset retirement obligations totaled $12.7 million and had total corresponding reclamation bonding requirements of $12.6 million, which were supported by surety bonds.

Purchase Commitments

We secure the ability to transport coal through rail contracts and export terminals that are sometimes funded through take-or-pay arrangements. As of June 30, 2018, commitments under take-or-pay arrangements totaled $1.9 million through March 31, 2019.

Litigation

From time to time, the Company is subject to various litigation and other claims in the normal course of business. No amounts have been accrued in the consolidated financial statements with respect to any matters.

NOTE 7—REVENUES

Our revenues are derived from contracts for the sale of coal which is recognized at the point in time control is transferred to our customer. Generally, domestic sales contracts have terms of about one year and the pricing is typically fixed. Export sales have spot or term contracts and pricing can either be by fixed-price or a price derived against index-based pricing mechanisms. Disaggregated information about our revenues is presented below:

	Three months ended June 30,		Six months ended June 30,	
	2018	2017	2018	2017
Coal Sales				
Domestic revenues	$ 34,376,491	$ 4,032,542	$ 60,074,479	$ 7,776,955
Export revenues	30,901,566	6,489,580	61,146,726	12,597,145
Total coal sales	65,278,057	10,522,122	121,221,205	20,374,100
Coal Processing	-	551,380	-	2,237,674
Total revenues	$ 65,278,057	$ 11,073,502	$ 121,221,205	$ 22,611,774

As of June 30, 2018, the Company has outstanding performance obligations for the remainder of 2018 of approximately 0.8 million tons for contracts having fixed pricing and 0.3 million tons for contracts to export customers with index-based pricing mechanisms. Additionally, the Company has outstanding performance obligations beyond 2018 of approximately 0.1 million tons for export contracts with index-based pricing mechanisms.

NOTE 8—INCOME TAXES

Income tax provisions for interim quarterly periods are based on an estimated annual effective income tax rate calculated separately from the effect of significant, infrequent or unusual items related specifically to interim periods. Income tax expense for the three months ended June 30, 2018 was $0.6 million, an effective tax rate of 5.9%. Income tax expense for the six months ended June 30, 2018 was $1.4 million, an effective tax rate of 8.2%. The Company did not recognize any income tax expense or benefit for the three or six months ended June 30, 2017 because tax losses incurred for the year were fully offset by a valuation allowance against deferred tax assets.

There were no uncertain tax positions as of June 30, 2018.

NOTE 9—EARNINGS PER SHARE

The following is the computation of basic and diluted EPS for the three and six months ended June 30, 2018 and 2017. EPS is reported under the treasury stock method.

	Three months ended June 30,		Six months ended June 30,	
	2018	2017	2018	2017
Numerator				
Net income (loss)	$ 10,203,436	$ (3,487,971)	$ 15,469,713	$ (6,581,114)
Denominator				
Weighted average shares used to compute basic EPS	40,082,467	39,072,394	39,994,386	35,592,366
Dilutive effect of share-based awards[(a)]	257,282	-	247,531	-
Weighted average shares used to compute diluted EPS	40,339,749	39,072,394	40,241,917	35,592,366
Earnings per share				
Basic	$ 0.25	$ (0.09)	$ 0.39	$ (0.18)
Diluted	$ 0.25	$ (0.09)	$ 0.38	$ (0.18)

(a) The 2017 periods exclude the shares issuable under outstanding option awards as their effect would have been antidilutive.

NOTE 10—RELATED PARTY TRANSACTIONS

Mineral Lease and Surface Rights Agreements

Much of the coal reserves and surface rights that we control were acquired through a series of mineral leases and surface rights agreements with Ramaco Coal, LLC, a related party. Payments of minimum royalties and throughput payments commenced in 2017 pursuant to the terms of the agreements. Under these agreements, minimum royalties are paid in arrears each month to the extent that the earned production royalties for such month are less than the required minimums. Amounts due to Ramaco Coal, LLC of $2.6 million and $0.1 million at June 30, 2018 and December 31, 2017, respectively, are included in *Accounts Payable* in the condensed consolidated balance sheet and represent production royalty payables. It is anticipated that this payment will be made before year end 2018.

Related Party Borrowings

In May 2018, we borrowed $3.0 million from Ramaco Coal, LLC, a related party. Interest accrues monthly at 10.0%. The outstanding principal balance is due on August 15, 2018 but may be prepaid without penalty at any time. We are in discussions to extend the maturity of this obligation until November 15, 2018. As of June 30, 2018, the outstanding principal balance and carrying amount was $3.0 million.

On-going Administrative Services

Under a Mutual Services Agreement dated December 22, 2017 but effective as of March 31, 2017, the Company and Ramaco Coal, LLC agreed to share the services of certain of each company's employees. Each party will pay the other a fee on a quarterly basis for such services calculated as the annual base salary of each employee providing services multiplied by the percentage of time each employee spent providing services for the other party. The services will be provided for 12-month terms, but may be terminated by either party at the end of any 12-month term by providing written notice at least 30 days prior to the end of the then-current term. No payments were made under this agreement in the six months ended June 30, 2018 and 2017.

* * * * *

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the "Management's Discussion and Analysis of Financial Condition and Results of Operations" contained in our Annual Report, as well as the financial statements and related notes appearing elsewhere in this Quarterly Report. The following discussion contains forward-looking statements that reflect our future plans, estimates, beliefs and expected performance. The forward-looking statements are dependent upon events, risks and uncertainties that may be outside our control. We caution you that our actual results could differ materially from those discussed in these forward-looking statements. Factors that could cause or contribute to such differences are discussed elsewhere in this Quarterly Report, particularly in the "Cautionary Note Regarding Forward-Looking Statements" and in our Annual Report under the heading "Item 1A. Risk Factors," all of which are difficult to predict. In light of these risks, uncertainties and assumptions, the forward-looking events discussed may not occur. We do not undertake any obligation to publicly update any forward-looking statements except as otherwise required by applicable law.

Overview

Our revenue producing activities consist principally of the sale of coal we produce and coal we purchase from third parties for our own account. We began commercial production of coal in January 2017. Starting as new mine projects, we developed and opened four mines during 2017 and through the first six months of 2018 at our Elk Creek mining complex. Our surface mine utilizes the contour and highwall mining methods. We completed construction of the preparation plant and rail loadout facility in February of 2018. We also began development mining in late 2017 at our Berwind property.

Results for our second quarter of 2018 reflect the continued increase in production and sales volumes. During the second quarter of 2018, we sold 0.6 million tons of metallurgical coal, including 0.1 million tons of purchased low volatile metallurgical coal. Of this, 53% was sold in domestic markets and 47% was sold in export markets, principally to Europe. Our second quarter revenues increased $9.3 million or 17% from the first quarter of 2018. Revenues per ton sold (FOB mine) for our produced coal remained stable at approximately $91 per ton in both the first and second quarters of 2018.

Global steel production remains strong with continued growth in metallurgical demand from Europe and Asia. Our price realizations were higher in the second quarter of 2018 as compared with the first quarter of 2018. Sequentially, cash costs of approximately $56 per ton for our produced coal was down from approximately $65 in the first quarter of 2018. This cost improvement illustrates the impact of more favorable weather conditions, a fully operational preparation plant, cost improvements at our surface mine and a full quarter of production from our new No. 2 Gas mine.

In March 2018, President Trump signed a proclamation imposing a 25% global tariff on imports of certain steel products, effective March 31, 2018. Generally, we are experiencing signs of some increase in domestic demand for metallurgical coal as a result of the proclamations. Our export customers also include foreign steel producers who may be negatively affected by the tariffs to the extent their production is imported into the U.S. Some countries have also threatened retaliatory tariffs on U.S. products including metallurgical coal. At this time, it is too early to know the impact these tariffs will have on longer-term demand or pricing, if any.

Our capital expenditures totaled approximately $27.5 million during the first half of 2018. We expect to incur approximately $36 to $40 million of capital expenditures for full year 2018.

Results of Operations

	Three months ended June 30,		Six months ended June 30,	
	2018	2017	2018	2017
Consolidated statement of operations data				
Revenues	$ 65,278,057	$ 11,073,502	$ 121,221,205	$ 22,611,774
Cost and expenses				
Cost of sales (exclusive of items shown separately below)	47,860,149	11,774,961	92,190,994	22,620,873
Other operating costs and expenses	—	96,690	—	113,990
Asset retirement obligation accretion	123,467	101,276	246,935	202,553
Depreciation and amortization	2,955,382	310,889	5,392,882	467,016
Selling, general and administrative	3,692,254	2,499,280	7,123,398	6,100,643
Total cost and expenses	54,631,252	14,783,096	104,954,209	29,505,075
Operating income (loss)	10,646,805	(3,709,594)	16,266,996	(6,893,301)
Interest and dividend income	1,998	100,343	3,234	216,772
Other income	512,693	121,492	1,002,008	118,235
Interest expense	(315,761)	(212)	(416,919)	(22,820)
Income (loss) before taxes	10,845,735	(3,487,971)	16,855,319	(6,581,114)
Income tax expense	642,299	—	1,385,606	—
Net income (loss)	$ 10,203,436	$ (3,487,971)	$ 15,469,713	$ (6,581,114)
Adjusted EBITDA	$ 14,933,033	$ (3,175,937)	$ 24,154,312	$ (3,960,164)

Three Months Ended June 30, 2018 Compared to Three Months Ended June 30, 2017

Revenues. Our revenues include sales to customers of Company produced coal and coal purchased from third parties. We include amounts billed by us for transportation to our customers within revenues and transportation costs incurred within cost of sales. Coal sales information is summarized as follows:

	Three months ended June 30,		
	2018	2017	Increase
Company Produced			
Coal sales revenue	$ 52,050,730	$ 4,431,178	$ 47,619,552
Tons sold	492,603	56,857	435,746
Purchased from Third Parties			
Coal sales revenue	$ 13,227,327	$ 6,090,944	$ 7,136,383
Tons sold	122,544	39,637	82,907

Coal sales in the second quarter of 2018 were approximately $54.8 million higher than in the second quarter of 2017 due to substantially higher volumes sold and higher realized prices. In the quarter ended June 30, 2017, we also recognized $0.6 million of revenue for the processing of coal for third parties. We ceased processing third-party coal in April 2017 and have no current plans to begin those operations again.

Cost of sales. Our cost of sales totaled $47.9 million for the three months ended June 30, 2018 as compared with $11.8 million for the same period in 2017. Cost of sales for the three months ended June 30, 2017 included $0.7 million of costs associated with the processing of coal for third parties.

The total cash cost per ton sold (FOB mine) for the second quarter of 2018 was approximately $56 for our own produced coal and approximately $100 for coal we purchased from third parties. Cash costs per ton for our produced coal in the second quarter of 2018 were down from approximately $84 in the second quarter of 2017 due in part to higher costs incurred during the second quarter of 2017 as our second operating mine, the Rockhouse Eagle Mine, began production.

Other operating costs and expenses. This includes costs and expenses which are not directly related to a specific mining operation. It typically includes general land management costs and some permit and license fees. The Company did not incur any of these costs in the three months ended June 30, 2018.

Asset retirement obligation accretion. Asset retirement obligation accretion was $0.1 million in both of the three-month periods ended June 30, 2018 and 2017.

Depreciation and amortization. Our depreciation and amortization costs for the second quarter of 2018 were $3.0 million as compared with $0.3 million for the second quarter of 2017. Increased depreciation and amortization costs result from our significantly expanded operations over the past year.

Selling, general and administrative. Selling, general and administrative expenses were $3.7 million for the quarter ended June 30, 2018 as compared with $2.5 million for the same period in 2017. This increase reflected the growth of our organization as we began producing and selling coal and fulfilling our responsibilities as a publicly-traded company.

Interest and dividend income. Interest and dividend income decreased by $0.1 million in the three months ended June 30, 2018 as compared with the prior year period.

Other income. Other income was $0.5 million for the three months ended June 30, 2018 as compared with $0.1 million for the same period in 2017. This increase was primarily driven by rail rebates received during the second quarter of 2018.

Interest expense. Interest expense increased by $0.3 million in the three months ended June 30, 2018 as compared with the prior year period. This increase was driven by the increase in the Company's outstanding debt during the current year.

Income tax expense. For the three months ended June 30, 2018, we recognized income tax expense of $0.6 million, or an effective income tax rate of 5.9%. Our estimated full year effective tax rate for 2018 is comprised of the expected statutory tax expense offset by changes in valuation allowance and tax benefits for percentage depletion. Cash taxes paid for 2018 are expected to be less than $0.4 million. Significant depletion and depreciation expense and utilization of net operating loss carryforwards combine to substantially reduce our expected cash taxes.

We did not recognize any income tax expense or benefit for the three months ended June 30, 2017 because tax losses incurred for the year were fully offset by a valuation allowance against deferred tax assets.

Six Months Ended June 30, 2018 Compared to Six Months Ended June 30, 2017

Revenues. Our revenues include sales to customers of Company produced coal and coal purchased from third parties. We include amounts billed by us for transportation to our customers within revenues and transportation costs incurred within cost of sales. Coal sales information is summarized as follows:

	Six months ended June 30,		
	2018	**2017**	**Increase**
Company Produced			
Coal sales revenue	$ 95,009,476	$ 8,175,591	$ 86,833,885
Tons sold	895,921	109,159	786,762
Purchased from Third Parties			
Coal sales revenue	$ 26,211,729	$ 12,198,509	$ 14,013,220
Tons sold	241,361	74,918	166,443

Coal sales in the six months ended June 30, 2018 were approximately $100.8 million higher than in the six months ended June 30, 2017 due to substantially higher volumes sold and higher realized prices on company produced coal. In the six months ended June 30, 2017, we also recognized $2.2 million of revenue for the processing of coal for third parties. We ceased processing third-party coal in April 2017 and have no current plans to begin those operations again.

Cost of sales. Our cost of sales totaled $92.2 million for the six months ended June 30, 2018 as compared with $22.6 million for the same period in 2017. Cost of sales for the six months ended June 30, 2017 includes $1.7 million of costs associated with the processing of coal for third parties.

The total cash cost per ton sold (FOB mine) for the first half of 2018 was approximately $60 for our own produced coal and approximately $95 for coal we purchased from third parties. Cash costs per ton for our produced coal during the six months ended June 30, 2018 was down from approximately $76 during the six months ended June 30, 2017. Our cost of sales in the six months ended June 30, 2017 reflect the costs incurred at our first two operating mines, the Alma Mine and the Rockhouse Eagle Mine, which began commercial mining activities in that period.

Other operating costs and expenses. This includes costs and expenses which are not directly related to a specific mining operation. It typically includes general land management costs and some permit and license fees. The Company did not incur any of these costs during the six months ended June 30, 2018.

Asset retirement obligation accretion. Asset retirement obligation accretion was relatively flat at $0.2 million in both the six-month periods ended June 30, 2018 and 2017.

Depreciation and amortization. Our depreciation and amortization costs for the first half of 2018 were $5.4 million as compared with $0.5 million for the first half of 2017. Increased depreciation and amortization costs resulted from our significantly expanded operations over the past year.

Selling, general and administrative. Selling, general and administrative expenses were $7.1 million during the six months ended June 30, 2018 as compared with $6.1 million for the same period in 2017. The total for the six months ended June 30, 2017 includes $2.1 million of equity-based compensation expense for the accelerated vesting of stock options which became fully vested upon our initial public offering. Equity-based compensation expense for the six months ended June 30, 2018 totaled $1.2 million.

The increase exclusive of the change in equity-based compensation expense reflected the growth of our organization as we began producing and selling coal and fulfilling our responsibilities as a publicly-traded company.

Interest and dividend income. Interest and dividend income decreased by $0.2 million in the three months ended June 30, 2018 as compared with the prior year period. This decrease was primarily due to interest earned on investment securities held by the Company during the 2017 period, which did not recur during the 2018 period.

Other income. Other income was $1.0 million for the six months ended June 30, 2018 as compared with $0.1 million for the same period in 2017. This increase was primarily driven by rail rebates during the six months ended June 30, 2018.

Interest expense. Interest expense increased by $0.4 million during the six months ended June 30, 2018 as compared with the prior year period. This increase was driven by the increase in the Company's outstanding debt during the current year.

Income tax expense. For the six months ended June 30, 2018, we recognized income tax expense of $1.4 million, or an effective income tax rate of 8.2%. Our estimated full year effective tax rate for 2018 is comprised of the expected statutory tax expense offset by changes in valuation allowance and tax benefits for percentage depletion. Cash taxes paid for 2018 are expected to be less than $0.4 million. Significant depletion and depreciation expense and utilization of net operating loss carryforwards combine to substantially reduce our expected cash taxes.

We did not recognize any income tax expense or benefit for the six months ended June 30, 2017 because tax losses incurred for the year were fully offset by a valuation allowance against deferred tax assets.

Non-GAAP Financial Measures

Adjusted EBITDA

Adjusted EBITDA is used as a supplemental non-GAAP financial measure by management and external users of our financial statements, such as industry analysts, investors, lenders and rating agencies. We believe Adjusted EBITDA is useful because it allows us to more effectively evaluate our operating performance.

We define Adjusted EBITDA as net income (loss) plus net interest expense, equity-based compensation, depreciation and amortization expenses and any transaction related costs. A reconciliation of income (loss), net of income taxes, to Adjusted EBITDA is included below. Adjusted EBITDA is not intended to serve as an alternative to U.S. GAAP measures of performance and may not be comparable to similarly-titled measures presented by other companies. The table below shows how we calculate Adjusted EBITDA:

	Three months ended June 30,		Six months ended June 30,	
	2018	2017	2018	2017
Reconciliation of Net Income (Loss) to Adjusted EBITDA				
Net income (loss)	$ 10,203,436	$ (3,487,971)	$ 15,469,713	$ (6,581,114)
Depreciation and amortization	2,955,382	310,889	5,392,882	467,016
Interest and dividend income, net	313,763	(100,131)	413,685	(193,952)
Income taxes	642,299	—	1,385,606	—
EBITDA	14,114,880	(3,277,213)	22,661,886	(6,308,050)
Equity-based compensation	694,686	—	1,245,491	2,145,333
Accretion of asset retirement obligation	123,467	101,276	246,935	202,553
Adjusted EBITDA	$ 14,933,033	$ (3,175,937)	$ 24,154,312	$ (3,960,164)

Non-GAAP revenue per ton

Non-GAAP revenue per ton (FOB mine) is calculated as coal sales revenues less transportation costs, divided by tons sold. We believe revenue per ton (FOB mine) provides useful information to investors as it enables investors to compare revenue per ton generated by the Company against similar measures made by other publicly-traded coal companies and more effectively monitor changes in coal prices from period to period excluding the impact of transportation costs which are beyond our control. The adjustments made to arrive at these measures are significant in understanding and assessing the Company's financial condition. Revenue per ton sold (FOB mine) is not a measure of financial performance in accordance with U.S. GAAP and therefore should not be considered as an alternative to revenues under U.S. GAAP. The table below shows how we calculate Non-GAAP revenue per ton:

	Three Months Ended June 30, 2018			Three Months Ended June 30, 2017		
	Company Produced	Purchased Coal	Total	Company Produced	Purchased Coal	Total
Revenues [(a)]	$ 52,050,730	$ 13,227,327	$ 65,278,057	$ 4,431,178	$ 6,090,944	$ 10,522,122
Less: Adjustments to reconcile to Non-GAAP revenues (FOB mine)						
Transportation costs	7,118,210	807,669	7,925,879	1,220,720	693,648	1,914,368
Non-GAAP revenues (FOB mine)	$ 44,932,520	$ 12,419,658	$ 57,352,178	$ 3,210,458	$ 5,397,296	$ 8,607,754
Tons sold	492,603	122,544	615,147	56,857	39,637	96,494
Revenues per ton sold (FOB mine)	$ 91.21	$ 101.35	$ 93.23	$ 56.47	$ 136.17	$ 89.21

	Six Months Ended June 30, 2018			Six Months Ended June 30, 2017		
	Company Produced	Purchased Coal	Total	Company Produced	Purchased Coal	Total
Revenues [(a)]	$ 95,009,476	$ 26,211,729	$ 121,221,205	$ 8,175,591	$ 12,198,509	$ 20,374,100
Less: Adjustments to reconcile to Non-GAAP revenues (FOB mine)						
Transportation costs	13,224,024	1,955,251	15,179,275	2,344,173	1,310,959	3,655,132
Non-GAAP revenues (FOB mine)	$ 81,785,452	$ 24,256,478	$ 106,041,930	$ 5,831,418	$ 10,887,550	$ 16,718,968
Tons sold	895,921	241,361	1,137,282	109,159	74,918	184,077
Revenues per ton sold (FOB mine)	$ 91.29	$ 100.50	$ 93.24	$ 53.42	$ 145.33	$ 90.83

(a) The three and six months ended June 30, 2017 exclude coal processing revenue of $0.6 million and $2.2 million, respectively.

Non-GAAP cash cost per ton sold

Non-GAAP cash cost per ton sold is calculated as cash cost of coal sales less transportation costs, divided by tons sold. We believe cash cost per ton sold provides useful information to investors as it enables investors to compare the cash cost per ton by the Company against similar measures made by other publicly-traded coal companies and more effectively monitor changes in coal cost from period to period excluding the impact of transportation costs which are beyond our control. The adjustments made to arrive at these measures are significant in understanding and assessing the Company's financial condition. Cash cost per ton sold is not a measure of financial performance in accordance with U.S. GAAP and therefore should not be considered as an alternative to cost of sales under U.S. GAAP. The table below shows how we calculate Non-GAAP cash cost per ton:

Three Months Ended June 30, 2018	Three Months Ended June 30, 2018			Three Months Ended June 30, 2017		
	Company Produced	Purchased Coal	Total	Company Produced	Purchased Coal	Total
Cost of sales [(a)]	$ 34,739,384	$ 13,120,765	$ 47,860,149	$ 5,975,121	$ 5,112,689	$ 11,087,810
Less: Adjustments to reconcile to Non-GAAP cash cost of coal sales						
Transportation costs	7,360,223	867,874	8,228,097	1,220,720	693,648	1,914,368
Non-GAAP cash cost of coal sales	$ 27,379,161	$ 12,252,891	$ 39,632,052	$ 4,754,401	$ 4,419,041	$ 9,173,442
Tons sold	492,603	122,544	615,147	56,857	39,637	96,494
Cash cost per ton sold	$ 55.58	$ 99.99	$ 64.43	$ 83.62	$ 111.49	$ 95.07

Six Months Ended June 30, 2018	Six Months Ended June 30, 2018			Six Months Ended June 30, 2017		
	Company Produced	Purchased Coal	Total	Company Produced	Purchased Coal	Total
Cost of sales [(a)]	$ 67,174,343	$ 25,016,651	$ 92,190,994	$ 10,641,143	$ 10,284,280	$ 20,925,423
Less: Adjustments to reconcile to Non-GAAP cash cost of coal sales						
Transportation costs	13,721,505	2,089,273	15,810,778	2,344,173	1,310,959	3,655,132
Non-GAAP cash cost of coal sales	$ 53,452,838	$ 22,927,378	$ 76,380,216	$ 8,296,970	$ 8,973,321	$ 17,270,291
Tons sold	895,921	241,361	1,137,282	109,159	74,918	184,077
Cash cost per ton sold	$ 59.66	$ 94.99	$ 67.16	$ 76.01	$ 119.78	$ 93.82

(a) The three and six months ended June 30, 2017 exclude cost of sales related to coal processing of $0.7 million and $1.7 million, respectively.

Liquidity and Capital Resources

Our primary source of cash is proceeds from the sale of our coal production to customers. Our primary uses of cash include the cash costs of coal production, capital expenditures, royalty payments and other operating expenditures.

Cash flow information is as follows:

	Six months ended June 30,	
	2018	2017
Consolidated statement of cash flow data:		
Cash flows from operating activities	$ 8,110,683	$ (489,499)
Cash flows from investing activities	(22,277,873)	(31,141,327)
Cash flows from financing activities	14,144,457	29,291,926
Net change in cash and cash equivalents	$ (22,733)	$ (2,338,900)

Cash flows from operating activities during the six months ended June 30, 2018 increased from the six months ended June 30, 2017 principally due to increases in our earnings. Significantly increased operations in the first half of 2018 required a greater investment in working capital.

Net cash used in investing activities was $22.3 million for the six months ended June 30, 2018 as compared with $31.1 million for the same period of 2017. Our capital expenditures totaled $27.5 million and $41.7 million in the 2018 and 2017 periods, respectively. We received proceeds of $5.2 million from maturing investments during the 2018 period, as compared with net proceeds from investments of $10.6 million in the 2017 period.

Cash flows from financing activities were $14.1 million for the six months ended June 30, 2018, which was primarily due to net short-term borrowings of $15.6 million, partially offset by repayments on borrowings and insurance financing of $1.4 million. Cash flows from financing activities were $29.3 million for the six months ended June 30, 2017, which was primarily due to net proceeds from our initial public offering of $46.0 million, partially offset by repayments on borrowings and insurance financing of $11.3 million and distributions to owners of $5.4 million.

Indebtedness

In February 2018, we borrowed $6.0 million under a six-month note from an unrelated third-party lender in order to manage accounts receivable. The note is secured by a portion of our mobile mining equipment ("the Equipment Note"). Interest accrues monthly at 8.5% or 30-day LIBOR plus 6.9%, whichever is greater. The Equipment Note originally had a maturity date of August 31, 2018. During July 2018, the Company secured a four-month extension of the Equipment Note. The outstanding principal balance is due on December 31, 2018 but may be prepaid without penalty at any time. During the six months ended June 30, 2018, we repaid $1.0 million under the Equipment Note. As of June 30, 2018, the outstanding principal balance was $5.0 million.

In May 2018, we borrowed $3.0 million from Ramaco Coal, LLC, a related party secured by certain inventory. Interest accrues monthly at 10.0%. The outstanding principal balance is due on August 15, 2018 but may be prepaid without penalty at any time. We are in discussions to extend the maturity of this obligation until November 15, 2018. As of June 30, 2018, the outstanding principal balance was $3.0 million.

In June 2018, we borrowed an additional $7.0 million under a six-month note from the same unrelated third-party lender in order to manage accounts receivable (the "Additional Equipment Note"). The Additional Equipment Note is also secured by the same mobile mining equipment as the Equipment Note. Interest accrues monthly at 8.5% or 30-day LIBOR plus 6.9%, whichever is greater. The outstanding principal balance is due on December 31, 2018 but may be prepaid without penalty at any time. We anticipate securing a comprehensive asset base credit facility before the maturity of the Additional Equipment Note. As of June 30, 2018, the outstanding principal balance was $7.0 million.

Liquidity

As of June 30, 2018, our available cash was $5.9 million. We expect to fund our capital and liquidity requirements with cash on hand, borrowings discussed above and projected cash flow from operations. Factors that could adversely impact our future liquidity and ability to carry out our capital expenditure program include the following:

- Timely delivery of our product by rail and other transportation carriers;
- Timely payment of accounts receivable by our customers;
- Cost overruns in our purchases of equipment needed to complete our mine development plans;
- Delays in completion of development of our various mines which would reduce the coal we would have available to sell and our cash flow from operations; and
- Adverse changes in the metallurgical coal markets that would reduce the expected cash flow from operations.

Capital Requirements

Our primary use of cash currently includes capital expenditures for mine development and for ongoing operating expenses. During the first six months of 2018, our capital expenditures totaled approximately $27.5 million. We expect that we will be required to spend another $59 million through 2022 to fully develop our current projects.

Management believes that current cash on hand, along with cash flow from operations, will be sufficient to meet its capital expenditure and operating plans through 2020. We expect to fund any additional capital expenditures from cash on hand, cash from operations or potential future issuances of equity securities or debt.

If future cash flows are insufficient to meet our liquidity needs or capital requirements, we may reduce our expected level of capital expenditures and/or fund a portion of our capital expenditures through the issuance of debt or equity securities, the entry into debt arrangements or from other sources, such as asset sales.

Off-Balance Sheet Arrangements

As of June 30, 2018, we had no material off-balance sheet arrangements.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

For quantitative and qualitative disclosures about market risk affecting the Company, see Item 7A, "Quantitative and Qualitative Disclosures about Market Risk," of our Annual Report on Form 10-K for the year ended December 31, 2017. The Company's exposure to market risk has not changed materially since December 31, 2017.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

As required by Rule 13a-15(b) of the Exchange Act, we have evaluated, under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this quarterly report. Our disclosure controls and procedures are designed to provide reasonable assurance that the information required to be disclosed by us in reports that we file under the Exchange Act is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure, and is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. Based upon that evaluation, our principal executive officer and principal financial officer concluded that our disclosure controls and procedures were effective as of the end of the period covered by this quarterly report, at the reasonable assurance level.

Changes in Internal Control over Financial Reporting

We regularly review our system of internal control over financial reporting and make changes to our processes and systems to improve controls and increase efficiency, while ensuring that we maintain an effective internal control environment. Changes may include such activities as implementing new, more efficient systems, consolidating activities and migrating processes.

There were no significant changes in our system of internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) during the quarter ended June 30, 2018, that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

Due to the nature of our business, we may become, from time to time, involved in routine litigation or subject to disputes or claims related to our business activities. While the outcome of these proceedings cannot be predicted with certainty, in the opinion of our management, there are no pending litigation, disputes or claims against us which, if decided adversely, individually or in the aggregate, will have a material adverse effect on our financial condition, cash flows or results of operations.

Item 1A. Risk Factors

In addition to the other information set forth in this Quarterly Report, you should carefully consider the risk factors and other cautionary statements described under the heading "Item 1A. Risk Factors" included in our Annual Report and the risk factors and other cautionary statements contained in our other SEC filings, which could materially affect our businesses, financial condition or future results. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition or future results. There have been no material changes in our risk factors from those described in our Annual Report.

Item 4. Mine Safety Disclosures

The information concerning mine safety violations or other regulatory matters required by Section 1503(a) of the Dodd-Frank Wall Street Reform and Consumer Protection Act and Item 104 of Regulation S-K is included in Exhibit 95.1 to this Quarterly Report.

Item 6. Exhibits

*10.1	Loan and Security Agreement, dated June 11, 2018, by and between Ramaco Resources, LLC and Maxus Capital Group, LLC.
*10.2	Promissory Note dated June 11, 2018, by Ramaco Resources, LLC.
*10.3	Corporate Guaranty dated June 11, 2018, by Ramaco Resources, Inc.
*31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
*31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
**32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
**32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
*95.1	Mine Safety Disclosure
*101.INS	XBRL Instance Document
*101.SCH	XBRL Taxonomy Extension Schema Document
*101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
*101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
*101.LAB	XBRL Taxonomy Extension Labels Linkbase Document
*101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document

* Exhibit filed herewith.

** Furnished herewith. Pursuant to SEC Release No. 33-8212, this certification will be treated as "accompanying" this Quarterly Report on Form 10-Q and not "filed" as part of such report for purposes of Section 18 of the Exchange Act or otherwise subject to the liability of Section 18 of the Exchange Act, and this certification will not be deemed to be incorporated by reference into any filing under the Securities Act, except to the extent that the registrant specifically incorporates it by reference.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

RAMACO RESOURCES, INC.

August 6, 2018 By: /s/ Michael D. Bauersachs
Michael D. Bauersachs
President and Chief Executive Officer and Director
(Principal Executive Officer)

August 6, 2018 By: /s/ Randall W. Atkins
Randall W. Atkins
Executive Chairman and Chief Financial Officer
(Principal Financial Officer)

LOAN AND SECURITY AGREEMENT NO. 1438-002

THIS LOAN AND SECURITY AGREEMENT (this "**Agreement**") is made effective as of June 11, 2018 (the "**Effective Date**"), by and between RAMACO RESOURCES, LLC, a Delaware limited liability company with its principal place of business at 250 West Main Street, Suite 1800, Lexington, KY 40507 ("**Debtor**"), and MAXUS CAPITAL GROUP, LLC, a Delaware limited liability company with its principal place of business at 959 W. St. Clair Ave., Suite 200, Cleveland, Ohio 44113-1298 (together with its successors and permitted assigns, "**Secured Party**").

RECITALS

Debtor desires to obtain, and Secured Party is willing to extend to Debtor, a loan in the original principal amount of Seven Million and No/100 Dollars ($7,000,000.00) (the "**Loan**"). As a condition to making the Loan, Secured Party requires that the obligations of Debtor be secured by a first priority security interest in certain personal property more specifically described in Exhibit A to this Agreement and Section 3 below.

SECTION 1. Promise to Pay the Loan.

(a) Upon the terms and subject to the conditions hereof, Secured Party shall loan to Debtor, and Debtor shall borrow from Secured Party, Seven Million and No/100 Dollars ($7,000,000.00), which loan shall be evidenced by a Promissory Note in the form attached hereto as Exhibit B (as amended, restated, supplemented or otherwise modified from time to time, the "**Note**"). Debtor shall execute and deliver the Note to Secured Party simultaneously with Debtor's execution and delivery of this Agreement.

(b) Interest shall accrue on the principal amount of the Loan at a rate equal to the greater of (i) the sum of the 1-Month London Interbank Offered Rate ("LIBOR"), based on U.S. dollar, as such LIBOR is published from time to time as "Libor 1 Month" in http://www.wsj.com/mdc/public/page/2_3020-libor.html, *plus* six and nine tenths percent (6.9%), fluctuating, or (ii) eight and one-half percent (8.5%) per annum. LIBOR will be determined on the first business day of each month. Debtor shall, subject to the terms hereof, repay the Loan as set forth in the Note, or in full upon the acceleration of the Loan following an Event of Default hereunder.

SECTION 2. Prepayment.

Debtor shall have the right to prepay the Loan at any time during the term of the Loan in whole, but not in part. In the event Debtor elects to prepay the Loan, then Debtor shall pay Secured Party the outstanding principal, all accrued but unpaid interest on the outstanding principal amount and any other charges or amounts then due and payable under the Note or this Agreement, but no prepayment premium.

SECTION 3. Security Interest.

(a) In consideration of the Loan evidenced by the Note, and to secure the payment of the Note and all other indebtedness, obligations and liabilities of Debtor to Secured Party now existing or hereafter arising, directly or indirectly, under this Agreement or otherwise (collectively, the "**Obligations**"), Debtor does hereby:

(i) Assign and grant to Secured Party a security interest in the personal property listed on the attached Exhibit A and all replacement parts, repairs, accessories, accessions, attachments and appurtenances appertaining or attached to any of such personal property, whether now owned or hereafter acquired, and all substitutions, renewals, replacements and improvements thereof or thereto (collectively, the "**Equipment**").

(ii) Assign and grant to Secured Party a security interest in all proceeds of any of the foregoing. "**Proceeds**" shall include, without limitation, all proceeds of sale and any other conversion of any of the above described Equipment into cash or liquidated claims, voluntarily or involuntarily, including insurance proceeds and condemnation awards.

All of the foregoing may be referred to collectively as the "**Collateral**."

(b) By its execution and delivery of this Agreement, Debtor hereby authorizes Secured Party to file financing statements or take any other action required to perfect Secured Party's security interests in the Collateral, without notice to Debtor, with all appropriate jurisdictions to perfect or protect Secured Party's security interest or rights under this Agreement.

SECTION 4. Application of Loan Payments.

(a) Payments Received During the Note Term. So long as no Event of Default shall have occurred and be continuing, each payment under the Note received by Secured Party shall be applied *first*, to the payment of any fees or other charges then due and payable to Secured Party under the Note or this Agreement; *second*, to the payment of principal and interest on the Note (and in each case first to interest and then to principal) which have matured or will mature on or before the due date, and *third*, the balance, if any, shall be applied to the outstanding principal balance of the Note.

(b) Application after Default. If an Event of Default has occurred under this Agreement **or** the Note, all amounts received by Secured Party or otherwise from the Collateral shall be applied in the manner provided in Section 9 hereof.

SECTION 5. Representations and Warranties of Debtor. Debtor represents and warrants to Secured Party that as of the date hereof:

(a) The exact legal name of Debtor is as set forth in the preamble of this Agreement, and Debtor is located in the State of Delaware, for purposes of Article 9 of the Uniform Commercial Code ("**UCC**"), as adopted and in effect in the State of Ohio. The Debtor has not changed its name or jurisdiction of its organization during the five (5) years preceding this Agreement.

(b) Debtor has good title to the Equipment, free and clear of all security interests, liens, claims and encumbrances whatsoever, except for the interest of Secured Party hereunder and Permitted Liens. "**Permitted Liens**" shall mean: (1) liens for taxes, fees, assessments, or other governmental charges or levies if such liens shall not at the time be delinquent or such liens are being contested in good faith and by appropriate proceedings diligently pursued, adequate reserves have been set aside on the books of Debtor, and a stay of enforcement of such lien is in effect; (2) liens imposed by law, such as carrier's, warehousemen's, and mechanic's liens and other similar liens arising in the ordinary course of business if such liens secure payment of obligations not more than ten days past due or such liens are being contested in good faith by appropriate proceedings diligently pursued, adequate reserves shall have been set aside on the books of Debtor, and a stay of enforcement of such lien is in effect; and (3) those liens filed by Secured Party pursuant to the February Agreement (as hereinafter defined). No effective financing statement or other instrument covering all or any part of the personal property listed on Exhibit A is on file in any recording office except those in favor of Secured Party, and no other person (except any holder of a Permitted Lien) has a perfected security interest in all or any part of the Collateral by any other method. Debtor has provided to Secured Party a bill of sale or other evidence of Debtor's ownership in form and substance satisfactory to Secured Party.

(c) Debtor has full power and authority to grant a security interest in the Collateral to Secured Party for the uses and purposes set forth herein.

(d) The Equipment is located at the various mines listed on Exhibit A, which mines are situated in Virginia and West Virginia. Debtor agrees the Equipment will not be removed from such locations without the prior written consent of Secured Party which consent will not be unreasonably withheld or delayed.

(e) Debtor is a limited liability company duly organized and validly existing and in good standing under the laws of Delaware.

(f) Debtor has the full power, authority and legal right to execute, deliver and perform this Agreement, the Note and any other documents and instruments contemplated by this Agreement or by the parties hereto to which Debtor is a party (the "Relevant Documents"). The execution, delivery and performance by Debtor of the Relevant Documents have been duly authorized by all necessary action on the part of Debtor and do not violate, or constitute a breach of its charter or other organizational or formation documents, any law, rule or regulation, or any indenture, contract or other instrument to which Debtor is a party or by which Debtor or its assets are bound or to which its business is subject. Upon their execution and delivery, this Agreement, the Note and the other Relevant Documents will constitute the legal and binding agreements of Debtor enforceable against Debtor in accordance with their respective terms, except to the extent enforcement is limited by State and Federal laws regarding bankruptcy, insolvency or debt reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

(g) All information supplied and statements made by Debtor in any financial credit or accounting statement or application for credit prior to, contemporaneously with or subsequent to the execution of this Agreement with respect to this transaction, are and shall be complete, true, and correct in all material respects as of the date submitted.

(h) All sales, use, property or other taxes, licenses, tolls, inspection or other fees, bonds, permits or certificates which are required to be paid or obtained in connection with the acquisition by Debtor of the Equipment have been paid in full or obtained.

SECTION 6. **Certain Covenants of Debtor**. Debtor agrees that:

(a) Debtor shall not sell, assign or transfer its interest in any of the Collateral without the prior written consent of Secured Party, and Debtor shall not create or permit to exist any liens or claims against the Collateral other than the rights of Secured Party under this Agreement and the rights of any holder of a Permitted Lien. Debtor acknowledges and agrees that any assignment by Debtor of any of its rights in the Collateral not expressly consented to in writing by Secured Party shall materially impair the prospects of Debtor's performance hereunder, and materially change the duty of Debtor to, and materially increase the burden or risk imposed on, Secured Party, and shall constitute a delegation by Debtor of its material obligations hereunder, notwithstanding any continued liability of Debtor therefor.

(b) Secured Party may file, and Debtor hereby authorizes Secured Party to file, UCC financing statements, continuation statements and amendments thereto that describe the Collateral and contain any other information required for the sufficiency or filing office acceptance of any such financing statements, continuation statement or amendment. Debtor further agrees that, if necessary, any such financing statements, continuation statements or amendments may be signed or otherwise authenticated by Secured Party on behalf of Debtor and that, upon Secured Party's request, Debtor will join with Secured Party in executing or otherwise authenticating such financing statements, security agreements or other instruments in form satisfactory to Secured Party. In the event for any reason the law of any jurisdiction becomes or is applicable to the Collateral or any part thereof, or to any Obligations owed to Secured Party, Debtor agrees to execute or otherwise authenticate and deliver all such instruments and to do all such other things as may be reasonably necessary or appropriate to preserve, protect, perfect and enforce the security interest and lien of Secured Party under the law of such jurisdiction to the extent such security interest would be perfected under the UCC as adopted in such jurisdiction and will pay all expenses of filing and releasing same in all public offices wherever filing is deemed necessary or desired by Secured Party.

(c) Debtor will permit Secured Party, upon request by Secured Party, to visit and inspect the Equipment and to examine the maintenance and other records relating thereto, provided, that any such visit, inspection or examination shall be subject to Debtor's reasonable security procedures for its premises.

(d) Debtor will provide Secured Party with written notice of any change of Debtor's name, form or jurisdiction of organization, location or the address of its chief executive office promptly (but in no event more than thirty (30) days) after such change is effected. Debtor shall execute all documents and instruments reasonably requested by Secured Party in order to maintain Secured Party's perfected first priority security interest in the Collateral in connection therewith.

(e) Debtor will keep the Collateral insured at all times against financial loss by damage, loss, theft, destruction, fire and/or other hazards in a company or companies reasonably satisfactory to Secured Party and in amounts and coverages sufficient to protect Secured Party, in its reasonable judgment, against loss or damage to the Collateral. Such policy or policies of insurance will be delivered to Secured Party, together with loss payable clauses in favor of Secured Party, its successors and/or assigns ("**ISAOA**"), as Secured Party's, its successors' and/or assigns' interest may appear, in form reasonably satisfactory to Secured Party. Debtor will provide that at least thirty (30) days prior written notice of cancellation of any insurance be given to Secured Party by its insurers. If Debtor does not keep the Collateral insured and/or fails to supply Secured Party with evidence of such insurance naming Secured Party ISAOA, as "loss payee," Secured Party shall have the right, in its sole discretion, to obtain insurance in amounts sufficient to fully protect its interests, without notifying Debtor. Debtor agrees that Secured Party shall have the right, in its sole discretion, to determine the manner in which Debtor shall reimburse Secured Party for the premium and other costs it incurs including, without limitation, (i) requiring payment of such amount in full upon demand; (ii) adding that amount directly to the principal balance of the Note and then either (A) reamortizing the then-outstanding balance over the remaining term of the Note or (B) including that amount with Debtor's final scheduled payment on the Note. Debtor will pay interest on any amount added to the principal balance at the Default Rate (as that term is defined in Section 15(b) of this Agreement).

(f) Debtor hereby: assigns to Secured Party all rights of Debtor to receive proceeds of insurance covering the Collateral (not to exceed the amounts secured hereby); directs any insurer to pay all such proceeds directly to Secured Party; and authorizes Secured Party to endorse any draft for such proceeds and such proceeds shall be applied as set forth below in this Section 6(f). Debtor bears the entire risk of loss, theft, damage or destruction of the Collateral in whole or in part from any reason whatsoever ("**Casualty Loss**"). No Casualty Loss to any Collateral shall relieve Debtor from the obligation to pay the amounts due under the Note or from any other obligation under this Agreement. Debtor agrees that if any item of Collateral suffers a Casualty Loss beyond repair, then Debtor shall, at its election (provided, that if an Event of Default then exists, Secured Party shall make this election), apply any insurance proceeds paid to Secured Party to either (i) the replacement of the affected item of Collateral with an item of the same make, model and age (or newer) and in similar or better condition than the replaced item immediately prior to it suffering such Casualty Loss, or (ii) the then-outstanding balance on the Note, without regard to whether an Event of Default has or has not occurred.

(g) Debtor will file, or cause to be filed, all personal property tax returns relating to the Collateral as and when such returns are due. Debtor will also pay, or cause to be paid, promptly when due, all taxes, assessments and governmental charges upon or against Debtor, the Collateral or the property or operations of Debtor, in each case before same becomes delinquent and before penalties accrue thereon, unless and to the extent that same are being contested in good faith by appropriate proceedings. At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time placed on the Collateral and may pay for maintenance and preservation of the Collateral, all at Debtor's expense.

(h) Debtor will keep the Equipment in good condition and repair, reasonable wear and tear alone excepted.' Debtor will (i) use the personal property in carrying on its business in substantially the same manner as is now being conducted; and (ii) not waste or destroy the Equipment.

(i) Debtor will, in the event of appropriation or taking of all or any part of the Collateral, give Secured Party prompt written notice thereof. Secured Party shall be entitled to receive directly, and Debtor shall promptly pay, or cause to be paid, over to Secured Party, any awards or other amounts payable with respect to such condemnation, requisition or other taking and in its sole discretion may apply the proceeds as it deems best without regard to whether an Event of Default has or has not occurred.

(j) Debtor, at its cost, will defend the Collateral against all claims and demands of all persons at any time claiming the same or an interest therein.

SECTION 7. **Secured Party Appointed as Attorney-in-Fact**. Debtor hereby irrevocably appoints Secured Party or its designee as Debtor's attorney in fact, with full authority in the place and stead of Debtor, from time to time in Secured Party's discretion, upon, during and after an Event of Default, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, without notice to or assent from Debtor, including without limitation: (a) to perfect and continue to perfect the security interests created by this Agreement; (b) to ask, demand, collect or sue for, recover, compound, receive and give acquittance in receipts for any monies due or become due under or in respect of any Collateral; (c) to receive, endorse and collect any drafts or other instruments, documents and chattel paper, in connection with the Collateral; and (d) to file any claims or take any action or institute any proceeding which Secured Party may deem necessary or desirable for the collection of any Collateral or otherwise to enforce the rights of Secured Party in the Collateral.

SECTION 8. **Loan Events of Default**. The occurrence of any one or more of the following events shall constitute an event of default (each, an "**Event of Default**") by Debtor under this Agreement:

(a) Debtor or any guarantor of Debtor (individually or collectively, the "**Guarantor**") shall fail to make or cause to be made any payment of principal, interest or any other amount payable under the Note or this Agreement as and when any such payment becomes due;

(b) Debtor (1) attempts to remove, sell, encumber, assign or sublease or fails to insure any of the Equipment as required under this Agreement or abandons the Equipment, (2) or within 5 days of Secured Party's written demand, fails to deliver to Secured Party any documents required of it under this Agreement;

(c) Debtor shall fail to observe or perform any of the covenants, terms or conditions of the Note or this Agreement (except payment terms), in each case, within thirty (30) days of Debtor's first knowledge of facts that would inform Debtor of such failure; provided, however, that if the obligation to be performed by Debtor is of such nature that the same cannot reasonably be performed within such thirty-day period, such default shall be deemed to have been cured (i) if Debtor commences such performance within such thirty-day period and thereafter diligently completes the same within 60 days of its first knowledge of such failure, (ii) the Collateral is not subject to a material risk of loss and (iii) Secured Party's rights and remedies under this Agreement are not adversely affected thereby;

(d) Any representation or warranty made by Debtor to Secured Party pursuant to this Agreement or by Guarantor in any guaranty or in any document furnished in connection with either (including, without limitation, any financial statement) shall have been false or misleading in any material respect when made or delivered, as the case may be;

(e) Guarantor is in default of any obligation under the applicable guaranty beyond any applicable grace period or repudiates its obligations thereunder;

(f) The uninsured Casualty Loss of any of the Equipment and Debtor's failure to perform its obligations as a result of any such Casualty Loss as set forth in Section 6(f) of this Agreement; or

(g) Debtor or Guarantor: (i) ceases doing business as a going concern; (ii) sells all or a material portion of its assets or more than 50% of Debtor's voting control is transferred to another entity or person, in either case in one or more related transactions (without regard to the amount of time between any two such transactions or the relationship between the transferring entity and the entity to which such interests or assets are transferred); (iii) makes an assignment for the benefit of creditors; (iv) admits in writing its inability to pay its debts as they become due; (v) files a voluntary petition in bankruptcy; (vi) is adjudicated a bankrupt or an insolvent; (vii) files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation or files an answer admitting or failing to deny the material allegations of a petition filed against it in any such proceeding; (viii) defaults under any material credit agreement for a period of ten (10) days beyond any applicable grace period in such credit agreement (provided, that a credit agreement is deemed material if it provides for a payment obligation of $250,000 or more); (ix) in Secured Party's reasonable opinion, has suffered a material adverse change in its financial condition or business operations; or (x) consents to or acquiesces in the appointment of a trustee, receiver, or liquidator for it or of all or any substantial part of its assets or properties, or if it or its trustee, receiver, liquidator or shareholders shall take any action to effect its dissolution or liquidation;

(h) If within sixty (60) days after the commencement of any proceedings against Debtor or Guarantor seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if within sixty (60) days after the appointment (with or without Debtor's or Guarantor's consent) of any trustee, receiver or liquidator of it or all of or any substantial part of its respective assets and properties, such appointment shall not be vacated; or

(i) Debtor is in default in the payment or performance of any obligation under any other agreement with Secured Party beyond any applicable grace period.

SECTION 9. **Remedies**. If an Event of Default shall occur, at the election of Secured Party, all Obligations shall become immediately due and payable without notice or demand. In addition, Secured Party is hereby authorized, at its election, after an Event of Default without any further demand or notice except to such extent as notice may be required by applicable law, to take possession and/or sell or otherwise dispose of all or any of the Collateral at public or private sale, and Secured Party may also exercise any and all other rights and remedies of a secured party under the UCC or which are otherwise accorded to it in equity or at law, all as Secured Party may determine, and such exercise of rights in compliance with the requirements of law will not be considered adversely to affect the commercial reasonableness of any sale or other disposition of the Collateral. If notice of a sale or other action by Secured Party is required by applicable law, unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Debtor agrees that ten (10) days' written notice to Debtor shall be sufficient notice; and that to the extent permitted by law, Secured Party, its officers, attorneys and agents may bid and become purchasers at any such sale, if public, and may purchase at any private sale any of the Collateral that is of a type customarily sold on a recognized market or which is the subject of widely distributed standard price quotations. Any sale (public or private) shall be without warranty and free from any right of redemption, which Debtor shall waive and release after default upon Secured Party's request therefor, and may be free of any warranties as to the Collateral if Secured Party shall so decide. No purchaser at any sale (public or private) shall be responsible for the application of the purchase money. Any balance of the net proceeds of sale remaining after paying all Obligations of Debtor to Secured Party shall be returned to such other party as may be legally entitled thereto, and if there is a deficiency, Debtor shall be responsible for the same, with interest at the Default Rate. Upon demand by Secured Party, Debtor shall assemble the Collateral and make it available to Secured Party at a place designated by Secured Party which is reasonably convenient to Secured Party and Debtor. Debtor hereby acknowledges that Secured Party has extended credit and other financial accommodations to Debtor upon reliance of Debtor's granting Secured Party the rights and remedies contained in this Agreement including without limitation the right to take immediate possession of the Collateral upon the occurrence of an Event of Default, and Debtor hereby acknowledges that Secured Party is entitled to equitable and injunctive relief to enforce any of its rights and remedies hereunder or under the UCC and Debtor hereby waives any defense to such equitable or injunctive relief based upon any allegation of the absence of irreparable harm to Secured Party. Debtor agrees to pay and to save harmless and indemnify Secured Party against any reasonable out-of-pocket attorneys' fees, expenses, and court costs incurred by Secured Party in the enforcement of this Agreement.

Secured Party shall not be required to marshal any present or future security for (including but not limited to this Agreement and the Collateral subject to the security interest created hereby), or guarantees of, the Obligations or any of them, or to resort to such security or guarantees in any particular order; and all of its rights hereunder and in respect of such securities and guaranties shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, Debtor hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of Secured Party's rights under this Agreement or under any other instrument evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may do so, Debtor hereby irrevocably waives the benefits of all such laws. Except as otherwise provided by applicable law, Secured Party shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof.

The remedies of Secured Party hereunder are cumulative and the exercise of any one or more the remedies provided for herein or under the UCC or other applicable law shall not be construed as a waiver of any of the other remedies of Secured Party so long as any part of Debtor's Obligations secured hereby remains unsatisfied.

To the extent permitted by applicable law, Debtor waives all claims, damages and demands against Secured Party arising out of the repossession, retention, sale or disposition of the Collateral. To the full extent provided by law, Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Secured Party is entitled under the Note and this Agreement.

SECTION 10. **Discharge of Lien of this Agreement**. Secured Party agrees that if Debtor shall pay the outstanding balance plus accrued interest on the Note and all other Obligations payable hereunder to Secured Party, then this Security Agreement shall be of no further force and effect, and Secured Party shall execute and deliver to Debtor an appropriate instrument evidencing the release of the Collateral from the lien of this Agreement.

SECTION 11. **Extensions and Compromises**. With respect to any Collateral **o r** any Obligations, Debtor assents to all extensions or postponements to the time of payment thereof or any other indulgence in connection therewith, to each substitution, exchange or release of Collateral, to the release of any party primarily or secondarily liable, to the acceptance of partial payment thereon or to the settlement or compromise thereof, all in such matter and such time or times as Secured Party may deem advisable. No forbearance in exercising any right or remedy on any one or more occasions shall operate as a waiver thereof on any future occasion; and no single or partial exercise of any right or remedy shall preclude any other exercise thereof or the exercise of any other right or remedy.

SECTION 12. **Indemnity and Expenses**.

(a) Debtor agrees to indemnify Secured Party from any and all claims, losses and liabilities growing out of or resulting from its breach of any representation, warranty or covenant contained in this Agreement or Debtor's use of the Collateral; provided, that Debtor will not indemnify Secured Party under this section for claims, losses or liabilities caused primarily by the gross negligence or willful misconduct of Secured Party.

(b) Debtor will upon demand pay or reimburse Secured Party, as the case may be, the amount of any and all reasonable out-of-pocket expenses, including reasonable out-of-pocket fees and disbursements of counsel, experts and agents, which Secured Party may incur in connection with: (i) the administration of this Agreement; (ii) the custody, preservation, use or operation of, or the sale of, collections from, or other realization upon, any Collateral; (iii) the exercise or enforcement of any of the rights of Secured Party hereunder; or (iv) the failure by Debtor to perform or observe any of the provisions hereof. Upon Debtor's failure to promptly pay any such amount, Secured Party may add such amount to the principal amount owed on any Obligation and charge interest on the same at the Default Rate as defined in Section 15(b) of this Agreement.

(c) Debtor shall fully and promptly pay, perform, discharge, defend, indemnify and hold harmless Secured Party from any and all claims, orders, demands, causes of action, proceedings, judgments, or suits and all liabilities, losses, costs or expenses (including, without limitation, technical consultant fees, court costs, expenses paid to third parties and reasonable legal fees) and damages arising out of, or as a result of: (i) any release, discharge, deposit, dump, spill, leak or placement of any Hazardous Material into or on any Collateral or property owned, leased, rented or used by Debtor (the "**Property**") at any time; (ii) any contamination of the soil or ground water of the Property or damage to the environment and natural resources of the Property or the result of actions whether arising under any Hazardous Materials Law, or common law; or (iii) any toxic, explosive or otherwise dangerous Hazardous Materials which have been buried beneath or concealed within the Property; provided, that Debtor will not indemnify Secured Party under this section for claims, losses, liabilities, costs, expenses and actions caused primarily by the gross negligence or willful misconduct of Secured Party.

(d) The indemnities set forth in this paragraph shall survive termination of this Agreement and shall be effective for the full dollar amount of any such cost, expense, damage and liability, regardless of the actual dollar amount of any Obligation(s).

SECTION 13. **Security Deposit**. For the purpose of securing the payment and performance by Debtor of all Obligations due under (a) the Note and this Agreement and (b) the Loan and Security Agreement dated February 23, 2018 (the "**February Agreement**") and the related promissory note of even date in the original principal amount of Six Million Dollars ($6,000,000), Debtor has provided Secured Party a security deposit in the amount of Fifty Thousand Dollars ($50,000.00). Such security deposit may be commingled by Secured Party with its other funds without any interest payable to Debtor. Upon an Event of Default by Debtor under either this Agreement or the February Agreement, Secured Party may, but shall not be obligated to, apply such security deposit to the Obligations of Debtor, in which event Debtor shall promptly restore the amount thereof upon demand. Upon payment of the outstanding balance plus accrued interest on the Note and all other amounts payable under this Agreement to Secured Party, and within thirty (30) days of Debtor's demand therefor, Secured Party shall, at the end of the term of the Note, return to Debtor the balance of any such security deposit. Debtor agrees that, in the event of Debtor's bankruptcy, Secured Party shall be entitled to set off and retain any amount of the security deposit against any and all amounts due to Secured Party from Debtor, whether such amounts are classified as "prepetition" or "post petition" liabilities and whether or not the same are entitled to priority. Debtor and Secured Party acknowledge and agree that on the Effective Date, Debtor has paid One Million Dollars ($1,000,000.00) as principal repayment of the Obligations owing under the February Agreement.

SECTION 14. **Financial Statements**. During the term of this Agreement, Debtor will provide Secured Party with (i) the annual audited financial statements of Guarantor within 120 days after the close of Guarantor's fiscal year and (ii) the quarterly financial statements of Guarantor within 60 days after the close of each of its first three fiscal quarters. The financial statements furnished to Secured Party by Debtor present fairly the financial condition and results of operations of Guarantor and its affiliated companies, if any, as of the date of such financial statements, and that since the date of such statements, there have been no changes in the assets, liabilities or condition (financial or otherwise) which, in Secured Party's or its assignee's sole discretion, are deemed to be materially adverse. If at any time during the term hereof there is a change in the landlord or the mortgagee of any Equipment Location, or if there is a replacement of the lender or secured party under any material credit agreement from which Secured Party has received a subordination or lien waiver, then Debtor will notify Secured Party of such changes fifteen (15) days prior to such changes coming into effect and will provide to Secured Party new subordination or waiver agreements from such replacement parties in form and substance reasonably satisfactory to Secured Party. Debtor shall also provide Secured Party with such other statements concerning the financial position of Debtor and Guarantor, if any, and the Equipment as Secured Party may from time to time reasonably request. Notwithstanding the foregoing provisions of the first sentence of this Section 14, the timely filing of quarterly financial results by Ramaco Resources, Inc. on Forms 10-Q or 10-K published in the EDGAR system maintained by the U.S. Securities and Exchange Commission shall constitute compliance with the first sentence of this Section 14, so long as Ramaco Resources, Inc. remains a public company.

SECTION 15. Miscellaneous.

(a) Debtor agrees to pay a late charge of two and one-half percent (2.5%) of the amount of (i) each installment of principal and/or interest under this Note which is not paid when due and (ii) any other payments due Secured Party under this Agreement which are not paid when due. All late charges and interest on overdue payments which may from time to time be owing under the terms of this Agreement or the Note are payable on demand.

(b) Upon the occurrence and during the continuation of any default in the payment of principal or interest under the Note, including, without limitation, the period from the date Secured Party declares an Event of Default and such amount becomes due and payable until the date payment is made to Secured Party, or any other Event of Default under the Note or this Agreement, interest shall thereafter (including post-petition interest in any proceeding under the Bankruptcy Code or other applicable bankruptcy laws) be payable at the rate of the sum of (i) LIBOR *plus* (ii) eight and nine tenths percent (8.9%) per month, or if such rate shall exceed the maximum rate allowed by law, then at such maximum rate (the "**Default Rate**"), even if a judgment has been obtained against Debtor. Debtor shall pay to Secured Party on demand interest at the Default Rate on any unpaid amount for the period elapsed from the date such amount becomes due and payable until the date it is paid.

(c) All payments under the Note shall be made without setoff or counterclaim and free and clear of, and without deduction for, any present or future withholding or other taxes or duties, including stamp duties, or other charges of any nature imposed on such payments by or on behalf of any government or any political subdivision or agency thereof or therein. If any such taxes, duties or charges are so levied or imposed on such payment, Debtor will make or cause to be made additional payments of such amounts as may be necessary so that the net amount received by Secured Party, after deduction for or on account of all such taxes, duties or charges, will be equal to the amount provided for in the Note.

(d) INTENTIONALLY OMITTED.

(e) This Agreement shall bind the permitted assigns and successors in interest of Debtor and shall inure to the benefit of the successors and assigns of Secured Party. Debtor acknowledges and understands that Secured Party may assign to a successor, financing lender and/or purchaser (the "**Assignee**"), all or any part of Secured Party's right, title and interest in and to this Agreement, the Collateral, and the Note and Debtor hereby consents to such assignment(s). Upon receipt of notice of any such transfer or assignment and instructions from Secured Party, Debtor shall, if so instructed, pay and perform its obligations under the Note to Assignee, and shall not assign this Agreement or the Note without the prior written consent of Assignee. Debtor shall make such other representations, warranties and covenants to Assignee as may be reasonably required to give effect to the assignment.

(f) THIS AGREEMENT, THE NOTE AND ALL RELEVANT DOCUMENTS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF OHIO, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW THEREOF. DEBTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES TO SUBMIT TO THE SOLE AND EXCLUSIVE JURISDICTION OF THE STATE OF OHIO AND/OR FEDERAL COURTS IN THE STATE OF OHIO . SECURED PARTY AND DEBTOR HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE CONDUCT OF THE RELATIONSHIP BETWEEN SECURED PARTY AND DEBTOR. EACH OF THE PARTIES ALSO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT IN THE STATE OF OHIO. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

Debtor warrants and represents that it has reviewed the above waivers with its legal counsel, and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

(g) No single or partial exercise of any right by Secured Party or Debtor shall preclude any other or future exercise thereof or the exercise of any other right. No modification or waiver of or with respect to this Agreement or the Note or consent to any departure by Debtor or Secured Party from any terms and conditions hereof or thereof shall be effective unless in writing and signed by the applicable party, and any such modification, waiver or consent shall be effective only in the specific instance and for the purpose for which given.

(h) All notices to be made hereunder shall be in writing and shall be delivered in person or sent by: (i) certified mail, return, receipt requested; (ii) courier service; or (iii) via fax, with verification of receipt, and (a) if to Debtor, addressed to Ramaco Resources, Inc., 250 West Main Street, Suite 1800, Lexington, Kentucky 40507, fax number: (866) 519-5232, Attention: Randall W. Atkins, with a copy to the attorneys for Debtor at Steptoe & Johnson, PLLC, Chase Tower, 17 th Floor, P.O. Box 1588, Charleston, West Virginia 25326, fax number: (304) 353-8180, Attention: Roger L. Nicholson; and (b) if to Secured Party, addressed to Maxus Capital Group, LLC, 959 W. St. Clair Ave., Suite 200, Cleveland, Ohio 44113-1298, fax number: (866) 519-2401, Attention: Senior Vice President and General Counsel. Either party hereto may change the address to which notice to such party shall be sent by giving written notice of such change to the other party to this Agreement. All notices shall be deemed to have been given when received by Debtor or Secured Party, as appropriate.

(i) All amounts to be paid to Secured Party for scheduled payments of principal and interest under the Note are to be paid by ACH generated by Secured Party.

(j) The provisions of this Agreement are severable and if any clause or provision shall be invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision in such jurisdiction and shall not affect any other clause or provision in such jurisdiction or any clause or provision in any other jurisdiction, and, in such case, the parties hereto agree to substitute in such jurisdiction for the affected clause or provision such other clause or provision, permitted under applicable law, as would most closely confer on the parties hereto the benefits intended by this Agreement.

(k) All exhibits to this Agreement are incorporated herein by reference and made a part of this Agreement as if set out in full herein. This Agreement and the Note constitute the entire agreement of Debtor and Secured Party with respect to the subject matter hereof. All prior agreements or understandings of the parties, whether written or oral, regarding such subject matter of this Agreement are hereby superseded.

(l) The section headings are included for convenience of reference only and shall not affect the meaning or interpretation of any provision of this Agreement.

(m) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

(n) The parties agree to execute and deliver such additional documents and to take such other and further actions as may be required to fully carry out the transactions contemplated by this Agreement and to perfect the security interests granted by Debtor to Secured Party.

SECTION 16. Closing Conditions.

16.1 **Closing**: Subject to the terms and conditions set forth herein, on the Effective Date (the "**Closing**"), Secured Party shall lend to Debtor the sum of Seven Million and no/100 Dollars ($7,000,000.00) in immediately available funds via wire transfer to Debtor's account. Debtor shall furnish Secured Party with wiring instructions under separate cover. The Closing shall take place concurrently with the execution and delivery of this Agreement at the offices of Secured Party, such date and time of closing being herein referred to as the "**Closing Date**"; provided, however, that the Closing will be deemed to be effective as of 5:00 p.m. local time (the "**Effective Time**"); provided, further, that the parties shall use their reasonable best efforts to complete the Closing through electronic means of communication to avoid the necessity of a physical Closing. All proceedings to be taken and all documents to be executed and delivered by all parties hereto at the Closing shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

16.2 **Deliveries at the Closing:**

(a) **Debtor's Deliveries**. On the Effective Date, Debtor shall deliver, or cause to be delivered, to Secured Party:

(i) the fully executed Loan and Security Agreement;

(ii) the fully executed Note;

(iii) the fully executed Corporate Guaranty of Ramaco Resources, Inc.;

(iv) a certificate of the authorized manager of Debtor, dated as of the Effective Date, in form and substance reasonably satisfactory to Secured Party, certifying as to: any resolutions of the Board of Managers (or other authorizing body) (or a duly authorized committee thereof) of Debtor relating to this Agreement and the transactions contemplated hereby:

(v) INTENTIONALLY OMITTED;

(vi) INTENTIONALLY OMITTED;

(vii) INTENTIONALLY OMITTED;

(viii) an executed General Certificate of Incumbency for Debtor;

(ix) an executed General Certificate of Incumbency for Ramaco Resources, Inc.;

(x) INTENTIONALLY OMITTED;

(xi) ACH authorization for scheduled payments of principal and interest under the Note executed by Debtor;

(xii) INTENTIONALLY OMITTED;

(xiii) INTENTIONALLY OMITTED;

(xiv) INTENTIONALLY OMITTED;

(xv) a loan origination fee of $165,000.00;

(xvi) reimbursement of expenses incurred by Secured Party for its UCC search and recording fees and a loan documentation fee, in the aggregate amount of $6,100.001

(xvii) reimbursement of legal expenses incurred by Secured Party of $TBD _____; and,

(xviii) such other documents and instruments as may be reasonably requested by Secured Party in order to consummate the transaction described in this Agreement.

(b) **Secured Party's Deliveries**. On the Effective Date, Secured Party shall deliver, or cause to be delivered, to Debtor or to its order:

(i) A counterpart of the fully executed Loan and Security Agreement;

(ii) The loan proceeds of Seven Million and no/100 Dollars ($7,000,000.00); and

(iii) such other documents and instruments as may be reasonably requested by Debtor in order to consummate the transaction described in this Agreement.

[The next page is the signature page of this Agreement.]

IN WITNESS WHEREOF, each of Debtor and Secured Party has signed this Loan and Security Agreement as of the date first written above.

"Debtor"

RAMACO RESOURCES, LLC

By: /s/ Michael D. Bauersachs

Name: Michael D. Bauersachs

Its: President

Date: June 7, 2018

"Secured Party"

MAXUS CAPITAL GROUP, LLC

By: /s/ Anthony N. Granata

Name: Anthony Granata

Its: Vice President

Date: June 11, 2018

$7,000,000.00
Lexington, Kentucky

Dated June 11, 2018

THIS PROMISSORY NOTE (as amended, restated, supplemented or otherwise modified from time to time, this "**Note**") is made by **RAMACO RESOURCES, LLC**, a Delaware limited liability company (together with its successors and permitted assigns, "**Debtor**"), having an address at 250 West Main Street, Suite 1800, Lexington, Kentucky 40507, in favor of **MAXUS CAPITAL GROUP, LLC**, a Delaware limited liability company (together with its successors and assigns hereunder, "**Secured Party**"), whose address is 959 W. St. Clair Ave., Suite 200, Cleveland, Ohio 44113-1298. All capitalized terms used but not otherwise defined herein shall have the meaning given them in the Loan and Security Agreement No. 1438-002 between Debtor and Secured Party dated as of even date herewith (the "**Loan and Security Agreement**").

SECTION 1. Promise to Pay.

FOR VALUE RECEIVED, Debtor hereby promises to pay to the order of Secured Party Seven Million Dollars ($7,000,000.00), together with interest thereon at a rate equal to the greater of (i) the sum of the 1-Month London Interbank Offered Rate ("**LIBOR**"), based on U. S. dollar, as such LIBOR is published from time to time as "Libor 1 Month" in http://www.wsj.com/mdc/public/page/2_3020-libor.html, *plus* six and nine tenths percent (6.9%), fluctuating, or (ii) eight and one-half percent (8.5 %) per annum. LIBOR will be determined on the first business day of each month. Interest on the principal sum of this Note outstanding from time to time shall be payable monthly in arrears, without set-off or deduction, commencing on the first day of the month following the date of the initial disbursement of the initial advance hereunder and shall continue on the same day of each month thereafter (or if such date is not a business day, on the immediately following business day), together with one final payment on December 31, 2018 of the outstanding principal, interest and any other amounts payable under this Note and the Loan and Security Agreement.

SECTION 2. Interest.

(a) Accrual. Subject to the other provisions of this Note and the Loan and Security Agreement, interest shall accrue on the unpaid principal amount hereof from the date hereof through the date on which this Note is paid in full.

(b) Late Rate. Debtor agrees to pay, at the option of the holder of this Note, a late charge of two and one-half percent (2.5%) of the amount of each installment of principal and/or interest under this Note which is not paid when due. All late charges and interest on overdue payments which may from time to time be owing under the terms of this Note are payable on demand.

(c) **Default Rate**. Upon the occurrence and during the continuation of any default in the payment of principal or interest under this Note (including, without limitation, the period from the date Secured Party declares an Event of Default and such amount becomes due and payable until the date such payment is made to Secured Party) or any other Event of Default under the Loan and Security Agreement or this Note, interest shall thereafter (including post-petition interest in any proceeding under the Bankruptcy Code or other applicable bankruptcy laws) be payable at the rate of the sum of (i) LIBOR *plus* (ii) eight and nine tenths percent (8.9%) per month, or if such rate shall exceed the maximum rate allowed by law, then at such maximum rate (the "**Default Rate**"), even if a judgment has been obtained against Debtor. Debtor shall pay to Secured Party on demand interest at the Default Rate on any unpaid amount for the period elapsed from the date such amount becomes due and payable until the date it is paid. Payment or acceptance of interest at the Default Rate is not a permitted alternative to timely payment of the obligations evidenced by this Note and shall not constitute a waiver of any default or Event of Default or an amendment to this Note, the Loan and Security Agreement or other Relevant Documents and shall not otherwise prejudice or limit any rights or remedies of Secured Party.

(d) **Computation of Interest**. Interest accrued hereunder shall be computed on the basis of a 360-day year and the actual number of days elapsed.

(e) **Application of Payments**. All payments of principal and interest under this Note are to be applied as set forth in the Loan and Security Agreement.

(f) **Maximum Rate**. If at any time during the term of this Note the interest rate exceeds the maximum lawful rate of interest permitted under then applicable law, then the interest rate shall thereafter be deemed to be the maximum rate permitted under the then applicable law. The amounts of interest received from the undersigned in excess of such maximum lawful rate of interest permitted under the applicable law shall be considered reductions to principal to the extent of such excess.

SECTION 3. **Loan and Security Agreement**.

This Note is referred to in, is issued pursuant to and is entitled to the benefits of, the Loan and Security Agreement, to which reference is made for a more complete statement of the terms and conditions under which the Loan evidenced hereby was made including the nature and extent of the security for this Note (collectively, the "**Collateral**"), the rights of Secured Party, Debtor and the holder of this Note with respect to the Collateral and the acceleration of the maturity of this Note and other remedies in case a default occurs under the terms of the Loan and Security Agreement.

SECTION 4. **Prepayment**.

Debtor shall, and shall have the right to, prepay this Note in whole, but not in part, only as and to the extent expressly permitted or required in the Loan and Security Agreement.

SECTION 5. **Event of Default**.

Upon the occurrence of an Event of Default, as defined in the Loan and Security Agreement, the principal of and accrued interest on this Note may become, or may be declared to be, immediately due and payable. Following an Event of Default, Secured Party shall have all of the rights, powers, privileges and other remedies available to it under the Loan and Security Agreement and otherwise available to lenders and secured parties at law or in equity, and such rights, powers, privileges and other remedies shall be cumulative and not exclusive.

SECTION 7. Severability.

If any one or more of the provisions of this Note are for any reason held to be invalid, illegal or unenforceable, in whole or in part, or in any respect, or if one or more of the provisions of this Note shall operate, or would prospectively operate, to invalidate this Note, then, and in any such event, such provision or provisions only shall be deemed to be null and void and of no force or effect and shall not affect any other provision of this Note, and the remaining provisions of this Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

SECTION 8. Security.

This Note is made pursuant to the Loan and Security Agreement and secured by any and all of the security given in it and any of the other Relevant Documents. Reference is made to the Loan and Security Agreement and the Relevant Documents for a description of the security and rights of the holder in respect thereto including, without limitation, certain rights and obligations pertaining to the maintenance, furnishing and inspection of financial records, statements and reports, but this reference to the Loan and Security Agreement and the Relevant Documents shall not affect or impair the absolute and unconditional obligation of the Debtor to pay when due the installments of principal and interest provided for in this Note. Debtor consents and agrees that, without affecting Debtor's liability on this Note, the holder may do any of the following: release any of the property described in the Loan and Security Agreement; grant any indulgence, forbearance, extension of time for payment, or release any other person now or hereafter liable for the payment of this Note pursuant to the Loan and Security Agreement.

SECTION 9. Non-Waiver.

If Secured Party (a) releases any part of security for this Note or any person liable for the Loan evidenced by this Note, (b) grants an extension of time for any payments of the indebtedness evidenced hereby, (c) takes other or additional security for the payment thereof, (d) accepts partial payments, or (e) otherwise exercises, fails to exercise, or waives any right granted herein or in the Loan and Security Agreement, no such act or omission shall constitute a waiver of any default, or extend or affect the grace period, if any, release Debtor, subsequent owners of the Collateral or any part thereof, or any guarantor of this Note, or any of the other Relevant Documents, or preclude Secured Party from exercising any right, power or privilege herein granted or intended to be granted for any Event of Default. Debtor hereby waives demand, presentment for payment, protest, notice of protest, and of nonpayment and any and all lack of diligence or delays in collection or enforcement of this Note.

SECTION 10. Business Loan.

Debtor hereby expressly acknowledges and represents that the indebtedness evidenced by this Note is a "business loan" within the meaning of Chapter 1343 of the Ohio Revised Code.

SECTION 11. Governing Law.

THIS NOTE AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND BE GOVERNED BY, THE LAWS OF THE STATE OF 01-110, WITHOUT REFERENCE TO CONFLICT OF LAW PRINCIPLES. To the fullest extent permitted by law, Debtor hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Note.

SECTION 12. Jury Trial Waiver.

DEBTOR HEREBY, AND SECURED PARTY BY ITS ACCEPTANCE HEREOF, EACH WAIVES THE RIGHT OF A JURY TRIAL IN EACH AND EVERY ACTION ON THIS NOTE OR ANY OF THE OTHER RELEVANT DOCUMENTS, IT BEING ACKNOWLEDGED AND AGREED THAT ANY ISSUES OF FACT IN ANY SUCH ACTION ARE MORE APPROPRIATELY DETERMINED BY THE COURTS; FURTHER, DEBTOR HEREBY CONSENTS AND SUBJECTS ITSELF TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED WITHIN THE STATE OF OHIO. Debtor warrants and represents that it has reviewed this waiver with its legal counsel, and that it knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. In the event of litigation, this Note may be filed as a written consent to a trial by the court.

SECTION 13. Miscellaneous.

Debtor and all makers, endorsers, guarantors and sureties hereof, jointly and severally, waive presentment, homestead exemptions, or laws demand, protest, notice of protest, notice of dishonor, diligence and collection and all notices and matters of like kind and nature, including without limitation Section 2329.66 of the Ohio Revised Code.

SECTION 14. Waiver of Special Damages.

EACH OF DEBTOR AND SECURED PARTY WAIVES, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT DEBTOR OR SECURED PARTY MAY HAVE TO CLAIM OR RECOVER FROM DEBTOR OR SECURED PARTY (AS THE CASE MAY BE) IN ANY ACTION OR PROCEEDING ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES.

The terms of this Note are subject to amendment only in the manner provided in the Loan and Security Agreement.

[*Signature on following page*]

IN WITNESS WHEREOF, Debtor has caused this Note to be executed by its duly authorized representative as of the day and year first written above.

RAMACO RESOURCES, LLC

By: /s/ Michael D. Bauersachs

Name: Michael D. Bauersachs

Title: President

Exhibit 10.3

CORPORATE GUARANTY

Dated as of June___, 2018

"Debtor" means: RAMACO RESOURCES, LLC

"Secured Party" means: MAXUS CAPITAL GROUP, LLC

"Loan and Security Agreement" means that certain Loan and Security Agreement No. 1438-002 dated June _____, 2018 (the "Agreement"), between Secured Party and Debtor.

"Relevant Documents" means, collectively, the above Loan and Security Agreement and its related promissory note, together with all exhibits, riders schedules, attachments, and addenda to any of the foregoing, as the same may be amended, modified or supplemented from time to time, all other agreements and documents related to the Loan and Security Agreement and the transactions contemplated thereby, and any amendment to or replacement or substitution for any such agreements or documents.

1. For valuable consideration, the receipt of which is hereby acknowledged, the undersigned ("Guarantor"), unconditionally guarantees to Secured Party the full and prompt payment and performance by Debtor of all Guaranteed Obligations (as defined below) when due, whether at stated maturity, by acceleration, or otherwise. It is Guarantor's express intention that this Guaranty, in addition to covering all present Guaranteed Obligations of Debtor to Secured Party, shall extend to all future Guaranteed Obligations of Debtor to Secured Party, whether or not such Guaranteed Obligations are reduced or entirely extinguished and thereafter increased or are re-incurred, and whether or not such Guaranteed Obligations are specifically contemplated by Guarantor, Debtor and Secured Party as of the date hereof. Any payment owed by Guarantor under the terms of this Guaranty shall be payable in lawful money of the United States of America. As used herein, the term "Guaranteed Obligations" means any and all sums, indebtedness, obligations and liabilities of whatsoever nature arising under or from any of the Relevant Documents, whether now existing or hereafter arising, due or to become due, direct or indirect, absolute or contingent, now or hereafter at any time owed or contracted by Debtor to Secured Party under any and all of the Relevant Documents, and all costs and expenses of and incidental to collection of any of the foregoing, including reasonable attorneys' fees.

2. This is an absolute and unconditional guarantee of payment and not a guarantee of collection. Secured Party shall not be required, as a condition of the liability of Guarantor, to resort to, enforce or exhaust any of its remedies against Debtor or any other party who may be liable for payment on any of the Guaranteed Obligations or to resort to, marshal, enforce or exhaust any of its remedies against any property given or held as security for this Guaranty or any of the Guaranteed Obligations.

3. Guarantor hereby waives and grants to Secured Party, without notice to Guarantor and without in any way affecting Guarantor's liability, the right at any time and from time to time, to extend other and additional credit, leases, loans or financial accommodations to Debtor apart from the Guaranteed Obligations, to deal in any manner as it shall see fit with any of the Guaranteed Obligations and with any collateral security for any of the Guaranteed Obligations, including, but not limited to, (i) accepting partial payments on account of any of the Guaranteed Obligations, (ii) granting extensions or renewals of all, or any part of, the Guaranteed Obligations, (iii) releasing, surrendering, exchanging, dealing with, abstaining from taking, taking, abstaining from perfecting, perfecting, or accepting substitutes for any or all property or security which it holds or may hold for any of the Guaranteed Obligations, (iv) modifying, waiving, supplementing or otherwise changing any of the terms, conditions or provisions contained in any of the Guaranteed Obligations, and (v) the addition or release of any other party or person liable hereon, liable on the Guaranteed Obligations or liable on any other guaranty executed to guarantee any of the Guaranteed Obligations. Guarantor hereby agrees that any and all settlements, compromises, compositions, accounts stated and agreed balances made in good faith between Secured Party and Debtor shall be binding upon Guarantor. No postponement or delay on the part of Secured Party in the enforcement of any right hereunder shall constitute a waiver of such right.

4. Every right, power and discretion herein granted to Secured Party shall be for the benefit of the successors or assigns of Secured Party and of any transferee or assignee of any of the Guaranteed Obligations covered by this Guaranty. In the event any of the Guaranteed Obligations shall be transferred or assigned, every reference herein to Secured Party shall be construed to mean, as to such Guaranteed Obligations, the transferee or assignee thereof. This Guaranty shall be binding upon each of Guarantor's executors, administrators, heirs, successors, and assigns.

5. This Guaranty shall continue in force for so long as Debtor shall be obligated to Secured Party with respect to any of the Guaranteed Obligations. Guarantor expressly waives notice of the incurring by Debtor of any and all Guaranteed Obligations to Secured Party. Guarantor also waives presentment, demand of payment, protest, notice of dishonor or nonpayment of or nonperformance of any and all Guaranteed Obligations.

6. Until Debtor and Guarantor have fully performed all of their Guaranteed Obligations to Secured Party (including, without limitation, payment in full in cash of all Guaranteed Obligations), Guarantor hereby waives any claims or rights which Guarantor might now have or hereafter acquire against Debtor or any other person primarily or contingently liable on any of the Guaranteed Obligations, which claims or rights arise from the existence or performance of Guarantor's Guaranteed Obligations under this Guaranty or any other guaranty or under any instrument or agreement with respect to any property constituting collateral security for this Guaranty or any other guaranty, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification, or any right to participate in any claim or remedy of Secured Party or any other creditor which Guarantor now has or hereafter acquires, whether such claim or right arises in equity, under contract or statute, at common law, or otherwise.

7. Secured Party's rights hereunder shall be reinstated and revived, and this Guaranty shall be fully enforceable, with respect to any amount at any time paid on account of the Guaranteed Obligations which thereafter shall be required to be restored or returned by Secured Party upon the bankruptcy, insolvency or reorganization of Debtor, Guarantor, or any other person, or as a result of any other fact or circumstance, all as though such amount had not been paid.

8. Guarantor shall pay to Secured Party all costs and expenses, including reasonable attorneys' fees, incurred by Secured Party in the enforcement or attempted enforcement of this Guaranty, whether or not suit is filed in connection therewith, or in the exercise by Secured Party of any right, privilege, power or remedy conferred by this Guaranty.

9. Guarantor agrees that during all times when this Guaranty is effective: (a) Guarantor shall not liquidate, dissolve, suspend or cease its business operations; (b) sell, transfer or otherwise dispose of all or a majority of its assets; and (c) without 30 days advance written notice to Secured Party, Guarantor shall not change its name, state of incorporation or organization, or chief place of business. "Guarantor Change of Control Event" shall mean: (i) more than 50% of the ownership interests in Guarantor are sold, assigned or otherwise transferred by the shareholders, members or other owners of Guarantor; or (ii) any merger, consolidation or similar reorganization unless Guarantor is the surviving company and the tangible net worth of Guarantor immediately following such merger is equal to or greater than the tangible net worth of Guarantor immediately prior thereto. There shall be no Guarantor Change of Comm! Event without Secured Party's prior written consent. Secured Party acknowledges that Guarantor is a publicly traded company and, notwithstanding anything herein to the contrary, the public offering, sale, purchase, tender, or exchange of shares of Guarantor in accordance with applicable securities laws shalt not constitute a Guarantor Change of Control Event.

10. Guarantor shall furnish Secured Party the following as long as any the Guaranteed Obligations remains unpaid or any credit is available to Debtor under any of the Guaranteed Obligations: (a) annual consolidated financial statements that set forth the financial condition and results of operation of Guarantor that have been audited by a certified public accountant ("CPA") reasonably acceptable to Secured Party (such financial statements shall include: (i) a consolidated balance sheet, a consolidated statement of income and comprehensive income, a consolidated statement of changes in deficiency, a consolidated statement of cash flows, and all notes thereto, and (ii) a consolidating balance sheet, a consolidating statement of income and comprehensive income and a consolidating statement of cash flows) within 120 days of the end of each fiscal year of Guarantor; (b) quarterly consolidated financial statements that set forth the financial condition and results of operation of Guarantor (such financial statements shall include: (i) a consolidated balance sheet, a consolidated statement of income and comprehensive income, a consolidated statement of changes in deficiency, a consolidated statement of cash flows, and all notes thereto, and (ii) a consolidating balance sheet, a consolidating statement of income and comprehensive income and a consolidating statement of cash flows) within 60 days of the end of each of the first three fiscal quarters of Guarantor; and (c) such other information, including, without limitation, financial, operational or information with respect to the collateral security, as Secured Party may from time to time reasonably request. Any financial information provided to Secured Party shall be prepared in accordance with generally accepted accounting principles. Guarantor will promptly notify Secured Party in writing with full details if any event occurs or any condition exists which constitutes, or which but for a requirement of lapse of time or giving of notice or both would constitute, an Event of Default under any Relevant Document or which might materially and adversely affect the financial condition or operations of Guarantor. All non-public financial information delivered to Secured Party as provided hereunder shall be kept confidential by Secured Party and shall not be shared with any person or entity other than an Assignee (as defined in the Agreement) or prospective Assignee and employees, accountants, or attorneys of Secured Party or any such Assignee or prospective Assignee (all of which Secured Party shall inform have the same duty of confidentiality as Secured Party), unless otherwise ordered by a court of competent jurisdiction or otherwise required by applicable law or regulation. Notwithstanding anything herein to the contrary, the quarterly and annual filings of Guarantor on Forms 10-Q and 10-K under applicable securities laws shall constitute full compliance with the first sentence of this Section 10 (except as respects the information requested under clause (c) of such sentence).

11. **USA PATRIOT ACT NOTIFICATION** . The following notification is provided to Guarantor pursuant to Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318:

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit, or other financial services product. What this means for Guarantor: When Guarantor opens an account, Secured Party will ask for Guarantor's name, taxpayer identification number, business address, and other information that will allow Secured Party to identify Guarantor. Secured Party may also ask to see Guarantor's legal organizational documents or other identifying documents.

12. **SMALL BUSINESS JOBS ACT OF 2010 CERTIFICATION** . As required by Section 4107(d)(2) of the Small Business Jobs Act of 2010, Guarantor certifies to Secured Party and to its Assignee(s) that the principals of Guarantor and its affiliates have not been convicted of, or pleaded nolo contendere to, a sex offense against a minor as such terms are defined in section 111 of the Sex Offender Registration and Notification Act (42 U.S.C. 16911). As used in this Section, the term "principals" is defined as follows: if a sole proprietorship, the proprietor; if a partnership, each managing partner and each partner who is a natural person and holds 20% or more ownership interest in the partnership; and if a corporation, limited liability company, association or a development company, each director, each of the five most highly compensated executives or officers of the entity, and each natural person who is a direct or indirect holder of 20% or more of the ownership stock or stock equivalent of the entity. As used in this Section, the term "affiliate" is defined as follows: any company that controls, is controlled by, or is under common control by Guarantor. As used in this Section, the term "control" is defined as follows: any company where Guarantor directly or indirectly or acting through one or more other persons owns, controls, or has power to vote twenty percent or more of any class of voting securities; any company where Guarantor controls in any manner the election of a majority of the directors or trustees of the company; any company where Guarantor directly or indirectly exercises a controlling influence over the management or policies of the company.

13. If there is more than one Guarantor, the Guaranteed Obligations under this Guaranty are joint and several. In addition, each Guarantor under this Guaranty shall be jointly and severally liable with any other guarantor of the Guaranteed Obligations. If Secured Party elects to enforce its rights against fewer than all guarantors of the Guaranteed Obligations, that election does not release Guarantor from its Guaranteed Obligations under this Guaranty. The compromise or release of any of the Guaranteed Obligations of any of the other guarantors or Debtor shall not serve to waive, alter or release Guarantor's Guaranteed Obligations. The failure of any person or entity to sign this Guaranty shall not discharge the liability of any other Guarantor.

14. Guarantor represents and warrants that each Guarantor has relied exclusively on Guarantor's own independent investigation of Debtor and the collateral security for Guarantor's decision to guarantee the Guaranteed Obligations now existing or thereafter arising. Guarantor agrees that Guarantor has sufficient knowledge of the Debtor, the collateral security to make an informed decision about this Guaranty, and that Secured Party has no duty or obligation to disclose any information in its possession or control about Debtor or the collateral security to Guarantor. Guarantor warrants to Secured Party that Guarantor has adequate means to obtain from Debtor on continuing basis information concerning the financial condition of Debtor and that Guarantor is not relying on Secured Party to provide such information either now or in the future. This Guaranty remains fully enforceable irrespective of any claim, defense or counterclaim which Debtor may or could assert on any of the Guaranteed Obligations including but not limited to failure of consideration, breach of warranty, payment, statute of frauds, statute of limitations, fraud, bankruptcy, accord and satisfaction, and usury, same of which Guarantor hereby waives along with any standing by Guarantor to assert any said claim, defense or counterclaim.

15. Guarantor represents and warrants that: (a) Guarantor is the type of organization as stated below Guarantor's signature, duly organized, validly existing and in good standing under the laws of the state of its organization as stated below Guarantor's signature; (b) Guarantor has the power, and is duly authorized to enter into, this Guaranty and to execute and deliver to Secured Party, now and from time to time hereafter, additional instruments, resolutions, agreements and other instruments or documents relating to this Guaranty; (c) Guarantor has, by proper action, authorized and empowered those persons whose signatures appear on this Guaranty, and any instruments, documents and exhibits that have been delivered in connection herewith, to execute the same for and on its behalf; and (d) this Guaranty, and each related document, constitutes a legal, valid, and binding obligation of Guarantor enforceable in accordance with its terms.

16. This Guaranty contains the entire agreement of the parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof. This Guaranty is not intended to replace or supersede any other guaranty which Guarantor has entered into or may enter into in the future. Any Guarantor may enter into additional guaranties in the future, and such guaranties are not intended to replace or supersede this Guaranty unless specifically provided in that additional guaranty. **The interpretation, construction and validity of this Guaranty shall be governed by the laws of the State of Ohio without reference to conflict of laws. With respect to any action brought by Secured Party against Guarantor to enforce any term of this Guaranty, Guarantor hereby irrevocably consents to the exclusive jurisdiction and venue of any state or federal court in the State of Ohio.**

[The next page is the signature page.]

GUARANTOR HEREBY, AND SECURED PARTY BY ITS ACCEPTANCE HEREOF, EACH WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS GUARANTY.

Guarantor: **RAMACO RESOURCES, INC.**

By: /s/ Michael D. Bauersachs

Title: President

Address of Guarantor: 250 West Main Street
Suite 1800
Lexington, KY 40507

Guarantor's Organization Information:
Guarantor is a corporation organized under the laws of the State of Delaware with State Organization #6191279. Its Federal Employer Identification Number is 384018838.

Exhibit 31.1

CERTIFICATION OF CHIEF EXECUTIVE OFFICER
PURSUANT TO RULE 13A-14(A) AND RULE 15D-14(A)
OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

I, Michael D. Bauersachs, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2018 of Ramaco Resources, Inc. (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 6, 2018

/s/ Michael D. Bauersachs
Michael D. Bauersachs
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION OF CHIEF FINANCIAL OFFICER
PURSUANT TO RULE 13A-14(A) AND RULE 15D-14(A)
OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED

I, Randall W. Atkins, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2018 of Ramaco Resources, Inc. (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;

    d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 6, 2018

/s/ Randall W. Atkins
Randall W. Atkins
Executive Chairman and Chief Financial Officer

Exhibit 32.1

CERTIFICATION OF
CHIEF EXECUTIVE OFFICER
UNDER SECTION 906 OF THE
SARBANES OXLEY ACT OF 2002, 18 U.S.C. § 1350

In connection with the Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2018 of Ramaco Resources, Inc. (the "Company"), as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Michael Bauersachs, Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 6, 2018

/s/ Michael D. Bauersachs
Michael D. Bauersachs
President and Chief Executive Officer

Exhibit 32.2

CERTIFICATION OF
CHIEF FINANCIAL OFFICER
UNDER SECTION 906 OF THE
SARBANES OXLEY ACT OF 2002, 18 U.S.C. § 1350

In connection with the Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2018 of Ramaco Resources, Inc. (the "Company"), as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Randy Atkins, Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to my knowledge:

(1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

(2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: August 6, 2018

/s/ Randall W. Atkins
Randall W. Atkins
Executive Chairman and Chief Financial Officer

Exhibit 95.1

Federal Mine Safety and Health Act Information

We work to prevent accidents and occupational illnesses. We have in place health and safety programs that include extensive employee training, safety incentives, drug and alcohol testing and safety audits. The objectives of our health and safety programs are to provide a safe work environment, provide employees with proper training and equipment and implement safety and health rules, policies and programs that foster safety excellence.

Our mining operations are subject to extensive and stringent compliance standards established pursuant to the Federal Mine Safety and Health Act of 1977 (the "Mine Act"). MSHA monitors and rigorously enforces compliance with these standards, and our mining operations are inspected frequently. Citations and orders are issued by MSHA under Section 104 of the Mine Act for violations of the Mine Act or any mandatory health or safety standard, rule, order or regulation promulgated under the Mine Act.

The Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank Act") requires issuers to include in periodic reports filed with the SEC certain information relating to citations or orders for violations of standards under the Mine Act. We present information below regarding certain mining safety and health violations, orders and citations, issued by MSHA and related assessments and legal actions and mine-related fatalities with respect to our coal mining operations. In evaluating this information, consideration should be given to factors such as: (i) the number of violations, orders and citations will vary depending on the size of the coal mine, (ii) the number of violations, orders and citations issued will vary from inspector to inspector and mine to mine, and (iii) violations, orders and citations can be contested and appealed, and in that process, are often reduced in severity and amount, and are sometimes dismissed.

The following tables include information required by the Dodd-Frank Act for the three months ended June 30, 2018. The mine data retrieval system maintained by MSHA may show information that is different than what is provided herein. Any such difference may be attributed to the need to update that information on MSHA's system and/or other factors.

Mine or Operating Name / MSHA Identification Number	*Section 104(a) S&S Citations[1]*	*Section 104(b) Orders[2]*	*Section 104(d) Citations and Orders[3]*	*Section 110(b)(2) Violations[4]*	*Section 107(a) Orders[5]*	*Total Dollar Value of MSHA Assessments Proposed (in thousands)[6]*
Active Operations						
Eagle Seam Deep Mine 46-09495	2	0	0	0	0	$7
Coal Creek Prep Plant (VA) 44-05236	0	0	0	0	0	0
Elk Creek Prep Plant 46-02444	8	1	0	0	0	$3
Stonecoal Branch Mine No. 2 46-08663	1	0	0	0	0	$6
Ram Surface Mine No. 1 46-09537	0	0	0	0	0	$1
Highwall Miner No. 1 46-09219	0	0	0	0	0	0
Berwind Deep Mine 46-09533	3	0	0	0	0	$3
No. 2 Gas Deep Mine 46-09541	1	0	0	0	0	$2

Mine or Operating Name / MSHA Identification Number	*Total Number of Mining Related Fatalities*	*Received Notice of Pattern of Violations Under Section 104(e) (yes/no)*[7]	*Legal Actions Pending as of Last Day of Period*	*Legal Actions Initiated During Period*	*Legal Actions Resolved During Period*
Active Operations					
Eagle Seam Deep Mine 46-09495	0	No	1	2	1
Coal Creek Prep Plant (VA) 44-05236	0	No	0	0	0
Elk Creek Prep Plant 46-02444	0	No	0	0	0
Stonecoal Branch Mine No. 2 46-08663	0	No	2	3	1
Ram Surface Mine No. 1 46-09537	0	No	1	1	0
Highwall Miner No. 1 46-09219	0	No	0	0	0
Berwind Deep Mine 46-09533	0	No	0	0	0
No. 2 Gas 46-09541	0	No	0	0	0

The number of legal actions pending before the Federal Mine Safety and Health Review Commission as of June 30, 2018 that fall into each of the following categories is as follows:

Mine or Operating Name / MSHA Identification Number	*Contests of Citations and Orders*	*Contests of Proposed Penalties*	*Complaints for Compensation*	*Complaints of Discharge / Discrimination / Interference*	*Applications for Temporary Relief*	*Appeals of Judge's Ruling*
Active Operations						
Eagle Seam Deep Mine 46-09495	0	2	0	0	0	0
Coal Creek Prep Plant (VA) 44-05236	0	0	0	0	0	0
Elk Creek Prep Plant 46-02444	0	0	0	0	0	0
Stonecoal Branch Mine No. 2 46-08663	0	3	0	0	0	0
Ram Surface Mine No. 1 46-09537	0	1	0	0	0	0
Highwall Miner No. 1 46-09219	0	0	0	0	0	0
Berwind Deep Mine 46-09533	0	0	0	0	0	0
No. 2 Gas 46-09541	0	0	0	0	0	0

(1) Mine Act section 104(a) S&S citations shown above are for alleged violations of mandatory health or safety standards that could significantly and substantially contribute to a coal mine health and safety hazard. It should be noted that, for purposes of this table, S&S citations that are included in another column, such as Section 104(d) citations, are not also included as Section 104(a) S&S citations in this column.

(2) Mine Act section 104(b) orders are for alleged failures to totally abate a citation within the time period specified in the citation.

(3) Mine Act section 104(d) citations and orders are for an alleged unwarrantable failure (i.e., aggravated conduct constituting more than ordinary negligence) to comply with mandatory health or safety standards.

(4) Mine Act section 110(b)(2) violations are for an alleged "flagrant" failure (i.e., reckless or repeated) to make reasonable efforts to eliminate a known violation of a mandatory safety or health standard that substantially and proximately caused, or reasonably could have been expected to cause, death or serious bodily injury.

(5) Mine Act section 107(a) orders are for alleged conditions or practices which could reasonably be expected to cause death or serious physical harm before such condition or practice can be abated and result in orders of immediate withdrawal from the area of the mine affected by the condition.

(6) Amounts shown include assessments proposed by MSHA during the three months ended June 30, 2018 on all citations and orders, including those citations and orders that are not required to be included within the above chart.

(7) Mine Act section 104(e) written notices are for an alleged pattern of violations of mandatory health or safety standards that could significantly and substantially contribute to a coal mine safety or health hazard.